



## RHODE ISLAND PEG ACCESS PRODUCER AGREEMENT

As the producer/distributor of the program(s) indicated on this form (or parent or legal guardian of the producer in the event the producer is seventeen (17) years of age or less), I accept full responsibility for the program(s)' content and production process of this/these program(s). I hereby indemnify and hold harmless the Rhode Island PBS Foundation, including its affiliates, subsidiaries, officers, directors, employees and agents, their successors and assignees from all liability including damages, costs and attorney's fees, incurred by the Rhode Island PBS Foundation in connection with the cablecasting of this/these program(s). I will not be required to indemnify the Rhode Island PBS Foundation for any attorneys' fees and/or costs in the event it is determined that the Rhode Island PBS Foundation is not subject to liability.

I am thoroughly familiar with the content of the program(s) and represent, warrant and covenant that the program(s) does not contain:

1. Obscene programming, programming that contains obscenity-or programming that is otherwise unprotected by the Constitution of the United States;
2. Material which is subject to or covered by any copyright, trademark, tradename, or service mark, or material requiring talent releases, for which all required releases, licenses or other permission for use within or in conjunction with this/these program(s) has not been obtained;
3. Subject matter which solicits funds or uses telephone numbers or electronic mail to solicit funds;
4. Material constituting a lottery or gift enterprise;
5. Commercial material as defined in Section 9.1 of the Rules; and,
6. Any material that constitutes an invasion of privacy, defamation, libel or slander of any person, entity, or organization.

\* I understand that pursuant to applicable federal law (47 U.S.C. §559) whoever transmits over any cable system any matter which is obscene or otherwise unprotected by the Constitution of the United States shall be subject to fine up to \$10,000 or imprisonment up to two years, or both.

\* I understand that PEG access programming may not be used for criminal activity or other illegal purpose, or otherwise in any manner which violates any local, state or federal law.

\* If any individual seventeen (17) years of age or less ("minor") participates in any material aspect of the production of this/these program(s), I agree to provide the PBS Foundation, in advance of any minor's material participation, with a copy of a Parental/Legal Guardian Consent signed by a parent or legal guardian pursuant to which the parent or legal guardian consents to such minor's participation in such production, and accepts financial responsibility for the actions of the minor during the production of this/these program(s).

\* I agree to provide to the Rhode Island PBS Foundation prior to the cablecast of the program(s), copies of any releases, licenses or other permissions required to be obtained by me with respect to the program(s).

\* I hereby release and hold harmless the Rhode Island PBS Foundation from responsibility if this/these program(s) is/are damaged, lost or stolen while in its custody.

- Any new producer (one who has not previously produced or cablecast a program on any access channels utilizing the Rhode Island PBS Foundations' facilities) submitting a program for the first time must submit his or her program and an executed Producer Agreement seven (7) business days prior to the program's earliest anticipated carriage date.
  - The Rhode Island PBS Foundation reserves the right to require that, at least seven (7) business days prior to the cablecast of any live program, the producer of such live program submit a detailed program outline, including persons to be interviewed and/or material to be presented. Any proposed material changes to live programming may not be made without at least two days (48 hours) notice, unless approved by the PEG Access Coordinator.
  - A Producer Agreement must accompany each submitted DVD/videotape.
  - Users are cautioned to be aware of applicable local, state and federal laws.
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**RHODE ISLAND PEG ACCESS PRODUCER AGREEMENT (p.2)**

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**(FILL OUT COMPLETELY & SIGN IF YOU AGREE TO CONDITIONS ON REVERSE SIDE FOR PEG ACCESS PLAYBACK)**

NAME \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_

PHONE (Day) \_\_\_\_\_ (Evening) \_\_\_\_\_

E-MAIL \_\_\_\_\_ cell-phone \_\_\_\_\_

ORGANIZATION REPRESENTING (If applicable) \_\_\_\_\_

PROGRAM TITLE \_\_\_\_\_ **EXACT LENGTH** (HH:MM:SS) \_\_\_\_\_ : \_\_\_\_\_ : \_\_\_\_\_

EDITION TITLE OR # \_\_\_\_\_ MEDIA FORMAT: DVD MINI-DV SVHS VHS

PREFERRED PLAYBACK DATES, TIMES & CHANNEL \_\_\_\_\_

(The Rhode Island PBS Foundation reserves the right to determine PEG Access scheduling and limit each program to a maximum number of playback slots.)

COMMENTS \_\_\_\_\_

**\*\*\*APPLICANT SIGNATURE\*\*\*** (in ink / not photocopied) \_\_\_\_\_

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SCHEDULED: (This section to be filled out by Rhode Island PBS Foundation representative)

Dates & Times Scheduled: \_\_\_\_\_

Access Coordinator (Print Name): \_\_\_\_\_

Access Coordinator (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Comments:

**PEG Access Playback Channel**

\_\_\_\_\_ **Prov/No. Prov.**

\_\_\_\_\_ Johnston

\_\_\_\_\_ Westerly

\_\_\_\_\_ Kent County

\_\_\_\_\_ Newport County

\_\_\_\_\_ **Interconnect A (13/32)**

\_\_\_\_\_ Northern RI

\_\_\_\_\_ **Interconnect B (14/33)**

\_\_\_\_\_ Pawt/East Prov

\_\_\_\_\_ **Interconnect C (15/34)**