



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 Ocean State Media Group, 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 Ocean State Media Group in connection with the cablecasting of this/these program(s). I will not be required to indemnify Ocean State Media Group for any attorneys' fees and/or costs in the event it is determined that Ocean State Media Group 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) do 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 that 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 a 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 Ocean State Media Group, 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 Ocean State Media Group before 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 Ocean State Media Group 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 Ocean State Media Group 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.
 - ☐ Ocean State Media Group 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)

(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** _____

(Ocean State Media Group 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) _____

SCHEDULED: (This section to be filled out by an Ocean State Media Group representative)

Dates & Times Scheduled: _____

Access Coordinator (Print Name): _____

Access Coordinator (Signature): _____ Date: _____

Comments: _____

PEG Access Playback Channel

____ Providence,
Kent, Johnston

____ YouTube

____ Newport
County

____ Westerly

____ Northern RI

____ **Interconnect A (13/32)**

____ Pawtucket/East
Providence

____ **Interconnect B (14/33)**

____ **Interconnect C (15/34)**