



# Cablecast Request

## And Provider's Warranty Agreement



MCM Channel 11, 318 NE Norton Lane, McMinnville, OR 97128 503 434-1234

Program Title \_\_\_\_\_

Your Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Tape Format: (circle one) SVHS VHS DV Run Time \_\_\_\_\_:\_\_\_\_\_:\_\_\_\_\_

### Program Submission Guidelines

1. This Cablecast Request form, signed by you, the program provider, must accompany your submitted program. Program & form must be presented at least 7 days prior to first desired cablecast date.
2. Program must meet technical requirements and be properly labeled, including a total running time.
3. Each tape must have at least 10 seconds of black prior to the program's start.
4. Playback times may be requested but final playback dates and times are at the discretion of MCM.
5. After cablecast, while this tape is at MCM, this program will be available for viewing upon request.
6. In the event MCM receives a complaint which indicates that the Provider's Warranty Agreement may have been violated, producer agrees to postpone further playback until compliance is verified.
7. Please pick up your tape after it has been cablecast. Provided program tapes are held for 45 days. After that time tapes may be recycled without notice.
8. Producer releases MCM, its directors, officers, staff, and agents from all liability if the program is damaged, lost or stolen while in our custody.
9. MCM treats information on this document as a public record. Your contact information will be disclosed to people wishing to know more about your program.

Provider's Warranty Agreement: I, the undersigned, warrant and represent that this program submitted by me contains none of the following:

- A. Any solicitation of funds or advertising designed to promote the sale of products or services.
- B. Any material that is obscene, indecent or an invasion of privacy.
- C. Any material concerning lottery information, gift enterprise, or similar scheme.
- D. Any material that is slanderous, libelous, or unlawful.
- E. Any material copyrighted or material subject to ownership or royalty rights without necessary releases, licenses, or other permission. Evidence of clearances may be requested.
- F. Any material requiring union residual or other payment unless those payments have been executed or waived.

I further warrant that:

- G. If my program contains potentially objectionable material, including profane language, nudity, extreme physical violence or degradation, or graphic depiction of medical procedures, I will request the program play between the hours of 11pm and 5am, and will provide a 15 second, easily readable viewer advisory immediately prior to the beginning of the program, stating:

***“This program contains material which some viewers may find objectionable or inappropriate for children”***

- H. I have fully adhered to MCM's rules and procedures, and have included program credits and underwriting announcements that conform to MCM's underwriting guidelines.  
I. My program does not violate any State or Federal Law relating to obscenity.

**By requesting that this program be cablecast by MCM, I understand that I, as program provider, assume all responsibility as producer, originator, author or distributor.**

I agree, further, to the extent allowed by law, to indemnify, defend, and hold harmless McMinnville Community Media, the City of McMinnville, any of their employees, officers, agents, or volunteers from any and all claims arising from the cablecast of the program submitted by me.

I am aware of the Code of Federal regulations (1997) 47 C.F.R. Section 76.702 Public Access which states: **A cable operator may refuse to transmit any public access program or portion thereof that the cable operator reasonable believes contains obscenity.**

I am aware that Section 639 of the Federal Cable Communications Policy Act of 1984 provides that: **Whoever transmits over any cable system any matter which is obscene or otherwise unprotected by the Constitution of the United States shall be fined not more than \$10,000 or imprisoned not more than 2 years, or both.**

I make these warranties and representations in order that this program be cablecast on an MCM managed channel. **I accept full responsibility for the content of this program, and further warrant that I have the authority, as local producer or provider, to submit this program for cablecast.**

MCM has my permission to make copies of my program for interested parties at MCM's current service rate, to use portions of my program for promotional purposes, and to schedule my program additional times to meet channel needs.

If you wish to prevent MCM from duplicating your program, check here. [ ]

**By signing this Cablecast Request Request, I acknowledge reading and understanding these rules and procedures.**

This program contains material not suitable for young viewers: YES [ ] NO [ ] (If yes see item G above.)

Play Dates/Times Requested (if any) \_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_