



MCM Program Contract

McMinnville Community Media, Cable Channel 11
318 NE Norton Lane, McMinnville, OR 97128 503 434-1234

Date _____

Your Name (Not your Organization) _____

Program Title _____

Format (Circle One) **DVD** **DV Tape** **VHS Tape** Run Time _____:_____:_____

Copies If you wish to prevent MCM from making copies of your program upon request check this box.

After my program has finished airing: (choose one) Hold my tape/disc for pickup (45 days max)
 Recycle my tape/disc

Program Name or Description _____

Does your program contain potentially objectionable material such as graphic or intense violence, strong coarse language, intensely suggestive dialogue, sexual situations, explicit sexual activity, or crude indecent language?
 Yes No

If Yes, I will request the program play between the hours of 11pm and 5am, and must include 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”

Program Submission Guidelines

1. This Program Contract, signed by you, the program provider, must accompany your submitted program. Program & form must be presented at least **10 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 program is at MCM, this program will be available for viewing upon request.
6. In the event MCM receives notice that requirements of the Program Contract or Warranty Agreement may have been violated, provider agrees to postpone further playback until compliance is verified.
7. Producer releases MCM, its officers, staff, and agents from liability if the program is damaged or lost.
8. MCM will refer inquiries from the public to you, the program provider. Your contact information will be disclosed to people wishing to know more about your program.

Please read the back of this form, sign it, and provide your complete address and phone.

Warranty Agreement

I, the undersigned, warrant and represent to MCM that the above program submitted by me contains no:

- A. Material contrary to local, state, or federal laws
- B. Solicitation, appeal for funds, or event prices
- C. Material that violates state or federal law relating to obscenity
- D. Advertising or material that promotes any product or commercial service
- E. Unlawful use of copyrighted material (Evidence of clearances may be requested)
- F. Material that is libelous, slanderous, an unlawful defamation of character, or unlawful invasion of privacy

I further warrant that I have adhered to MCM's rules and procedures, and any credits or underwriting announcements on my program conform to MCM's underwriting guidelines.

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, Yamhill County, Comcast, Verizon, and 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 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 two years, or both.*

MCM has my permission to use portions of my program for promotional purposes, and to schedule my program additional times to meet channel needs.

I make these representations in order for this program to be cablecast on MCM managed channel(s).

I accept full responsibility for the content of this program, and further warrant that I have the authority, as provider, to submit this program for cablecast. In signing this contract, the program provider warrants reading and understanding the above rules and procedures.

Signature _____

(Program provider must be over 18 to sign this contract)

Address

City/State/Zip

() _____
Phone