



YOUR STATIONS, YOUR VIEWS!

FAIRPORT AREA COMMUNITY TELEVISION PROGRAM PRODUCERS RELEASE FORM

TITLE: _____

DESCRIPTION: _____

CABLE CAST INFORMATION (Please check or write in appropriate boxes)

VIDEO FORMAT: MiniDV DVCAM DVD-R (VHS & S-VHS TAPES WILL NOT BE ACCEPTED!!)

AUDIO: Stereo Mono

EXACT LENGTH: Hours Minutes Seconds (Any Media submitted to FACT-TV for Broadcast WILL NOT be returned to producer. We are not responsible for lost or misdirected media).

DESIRED BROADCAST DAYS OF THE WEEK: (Requested Days and Times will not guaranteed)

MON TUE WED THU FRI SAT SUN

DESIRED TIME OF DAY: _____

DOES THIS PROGRAM CONTAIN ANY MATERIAL THAT MAY BE INNAPROPRIATE FOR CHILDREN? (i.e. strong language, nudity, graphic violence): YES NO

EARLIEST DATE PROGRAM CAN BE AIRED (If program contains dated material): _____

LAST DATE PROGRAM SHOULD BE AIRED (If program contains dated material): _____

PROGRAM PRODUCER INFORMATION

PRODUCERS NAME: _____ **FAIRPORT SPONSOR'S NAME:** _____

ADDRESS: _____ **ADDRESS:** _____

CITY/STATE/ZIP: _____ **CITY/STATE/ZIP:** _____

EMAIL ADDRESS: _____ **PHONE NUMBER:** _____

PHONE NUMBER: _____

ORGANIZATION: _____

REQUIREMENTS FOR PROGRAM SUBMISSION:

1. Program must be accompanied by this completed contract signed by the program producer and must be delivered to FACT no less than 3-weeks prior to the first requested air date.
 2. Each Digital Tape or DVD-R submitted must have at least 30-seconds of continuous video and control track prior to the beginning of the program. (30-seconds of color bars, tone, and slate followed by a 10-second countdown is preferred). Program must also be followed by at least 10-seconds of black.
- Each digital tape or DVD case must be labeled with the appropriate information including Program Title, Producer's name and phone number, date, and EXACT RUN TIME (NOT including bars, tone, countdown, or black)

THE PROGRAM PROVIDER AGREES TO THE FOLLOWING:

1. In the event that FACT receives a complaint indicating the program contract has been violated, FACT may postpone program airing until compliance can be verified.
2. FACT may use all or part of this program for non-commercial promotional purposes. Unless otherwise noted, FACT may also provide copies of my program to an interested party and may charge a fee for this service.
3. I must pick up my program from FACT within 2-weeks of the last schedules airing. (Unless you do not wish to have your copy returned, in which case FACT will assume ownership or your digital tape or DVD)
4. Program provider individually and if applicable on behalf of all members of the organization of which program provider is a member hereby releases FACT, its directors and officers, agents, and employees from any legal action, claims, and demands whatsoever which the program provider or organization ever had, has, and may have against FACT including without limiting the generality of the foregoing any mistakes, omissions, or interruptions in the airing or any loss or damage to the program while in the custody of FACT.
5. The Program Producer assumes all responsibility as producer's originator, author, or distributor of the submitted program. Program provider indemnifies, holds harmless, and will defend the Village of Fairport, The Fairport Cable Commission, FACT, and all of their respective boards of directors, officers, and employees against any liability, loss, or damage, including reasonable attorney's fees and courts costs caused by or arising out of any program submitted.
6. Program Producer will defend all actions to which any indemnity stated herein applies and will conduct such defense at its expense and by its own counsel. FACT shall have the right to participate in such defense at program providers expense and program provider will cause its counsel to cooperate with FACT.

THE PROGRAM PROVIDER WARRANTS AND REPRESENTS THAT THE PROGRAM DOES NOT CONTAIN:

1. Any solicitation of funds, lottery information, advertising, or material designed to promote the sale of commercial products or services.
2. Any material requiring union residual, or other payment including but not limited to talent and crew unless those payments have been executed or waived.
3. Any material that is copyrighted or subject to ownership or royalty rights unless necessary releases, licenses, or other permission have been obtained and any required payments made for cable casting of the material.
4. Any material that is obscene, slanderous, libelous, invasion of privacy, or violates any Local, State, or Federal law.

SIGNATURE: _____ DATE: _____ (Must be at least eighteen years old)

Section 639 of the Federal Cable Communications Policy Act of 1984 provides that:

Whoever transmits over any cable system any matter that 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.

This program contract is a public record and a copy will be retained by FACT for not less than 2-years as required by the New York State Cable Commission. The information in this contract will also be made available to the public on request.

Specific airtime decisions will be made by FACT. All scheduling will be on a first come first served nondiscriminatory basis. However, priority will be given to residents of municipalities served by FACT. Regularly scheduled series programs will also be given consistent time slots whenever possible.

Form: September 2009