

**Los Angeles Cable Television Access Corporation
Programming Compliance Form**

I hereby warrant and represent to the Los Angeles Cable Television Access Corporation (LACTAC) that I understand and agree to abide by LACTAC's rules and procedures for public access users. I have read and thoroughly understand the contents of the guidelines on the submission of public access content to LA36. I understand and agree to accept that LACTAC reserves the right to suspend or permanently revoke any and all access services should I violate any policy or procedure stated in the guidelines.

I certify that I have obtained all the rights to all the material in the program(s) before the program(s) is to be cablecast. I will have in my possession all the rights, releases, approvals, clearances, licenses, and/or permissions, if any, which are required for the use of any program(s) I submit for cablecast, including but not limited to, literary and artistic rights, clearances from broadcast stations, networks, sponsors, music licensing organizations and without limitation from the foregoing, any and all other persons as may be necessary to transmit the program(s). I ensure that the program(s) will not violate the rights of any third party. I understand that I may be required to submit proof of all rights, releases, approvals, clearances, licenses and/or permissions to LACTAC at their request.

I accept full responsibility for the total content of the program material(s) submitted for cablecast. I understand that any review or examination by LACTAC of program material(s) submitted by me shall not constitute an affiliation, collaboration, obligation, or approval by LACTAC of such material(s) nor a waiver of any of its rights set forth in this agreement and in LACTAC's guidelines. I have the sole responsibility for the content of the program material(s) submitted for cablecast. I ensure that such program(s) shall not contain:

1. Obscene matter or indecent material which violates local, state or federal law.
2. Any lottery or gambling enterprise, or any advertisement or information concerning any lottery or gambling enterprise.
3. Any commercial advertising or promotional material concerning products or services, businesses or trades, for the purpose of endorsement or any solicitation of money or other things of value.
4. Any solicitation or appeal for funds or anything of value for any and all purposes.
5. Commercial endorsements of candidates or ballot initiatives.
6. Any material which constitutes libel, slander, defamation, invasion of privacy or publicity rights, Infringement of common law, unfair competition, violation of trademark or copyright which violates any local, state or federal law, or any other injury or damage in equity or law.

I understand that I may be criminally and/or civilly liable for providing such program material(s) which is cablecast on channels operated by LACTAC.

I understand and agree to notify LACTAC in writing if I am submitting any program material(s) for cablecasting which requires special scheduling or the possibility of exclusion from the regular schedule because it contains depictions of real or simulated sexual acts, sexual organs, representations or descriptions of excretory functions, frontal or rear nudity, excessive violence, adult language, profanity, graphic medical procedures, the promotion of racism, bigotry or misogyny or other adult/controversial content not suitable for children.

I shall not violate the noncommercial mandate of LACTAC and will fully and fairly disclose the true identity of all program funders in the interest of full disclosure to the public. I shall abide by the

underwriting guidelines of LACTAC and accept that my program(s) will not be cablecast for any underwriting violation(s).

I understand that LACTAC will not assume any responsibility or liability for the damage or loss of DVDs that have been submitted for cablecast. I understand that LACTAC will have no responsibility or liability for interruptions in cablecasting or the failure to cablecast an access user's program material(s) due to, but not limited to: a state of emergency, acts of nature, power failures, threat to personnel, equipment failure, videotape defectiveness, or any and all other acts beyond the control of LACTAC.

I understand that LACTAC will cablecast the "best of" public access as decided by the advisory committee who will review content on a quarterly basis. I understand and agree that submissions will be reviewed by the advisory committee, LACTAC staff, LACTAC board members and anyone else deemed necessary by LACTAC. Approved content will then be scheduled on a First-come, First-serve basis in the station's allocated time slots. The remainder of submitted content will be housed on a website hosted by LA36.

I understand that there will be no refund of any handling fees already paid. I understand that LACTAC will not be returning any submitted material(s) regardless if the program is selected for cablecasting or not.

I understand that as a routine procedure, my personal information provided to LACTAC for its records and use, may also be made available and disclosed to an institution or organization including, but not limited to: The city of Los Angeles, cable operators, a law enforcement or government agency for investigative or prosecution proceedings, and where pertinent, in a legal proceeding to which LACTAC is a party.

I understand that the submission of my personal information is voluntary; however, I understand that if my information is not provided, any and all LACTAC privileges and services will be withheld.

I shall not represent myself to others that I am an employee, representative, or agent of LACTAC, LA36, or its affiliates nor shall I make such representations on behalf of any other person involved with my production.

I understand and agree to abide by LACTAC's eligibility requirements.

I certify that I am eighteen (18) years of age, or an adult parent or legal guardian of a participating minor and: a resident in the city of Los Angeles; an agent, representative or employee of a non-profit organization; or an agent, representative or employee of a business or institution that services the city of Los Angeles.

I understand that I must provide a verifiable home street address and that any change of address will be provided within thirty (30) days or LACTAC privileges and services may be suspended.

I understand that the furnishing of false or misleading statements may result in the immediate termination of any and all LACTAC privileges and services, without notice.

I understand and agree to immediately notify LACTAC, in writing to the executive director, of any claim or legal action made against me or LACTAC regarding the cablecast of any of my program(s). I will be

responsible to conduct a defense at my own expense and I will direct my attorney to cooperate with LACTAC.

I agree to protect, indemnify and hold harmless LACTAC and its directors, officers, employees, agents, and the city of Los Angeles and its directors, agencies, employees from and against any and all claims, demands and causes of action or other injury, (including attorney's fees and the cost of defending claims or litigation) arising out of or in connection with my program material(s), any of my action(s), or any false or misleading statements that I make to LACTAC, including without limitation, any and all claims, demands and causes of action for personal injury, property damage, or any other injury or damage.

I understand that no modification, amendment, extension or waiver of this agreement shall be binding upon me or LACTAC. I understand that after acceptance by LACTAC, this document is non-transferable.

I, _____
certify that the information I have provided is true and correct, and that I am the party having the full legal rights to enter into this agreement. I hereby agree to accept and abide by the foregoing requirements.

Agreed & accepted:

Signature _____ Date _____

(If you are a representative from a nonprofit/institution/business, please sign here. If you are under 18 years of age, please have an adult parent or legal guardian sign here.)

Address _____

No P.O. Box Street City State Zip

Phone _____ Fax _____ Email _____

Organization Name _____ Date _____

Organization Address _____

No P.O. Box Street City State Zip

Phone _____ Fax _____ Email _____

Organization IRS tax I.D. Number _____