



## **Terms and Conditions of Cablecasting**

Applicants hereby apply to Prescott Community Access Channel, Inc., dba Prescott Media Center (PMC), for channel time based on the following terms and conditions:

1. PMC reserves the right to charge fees for use of PMC facilities, equipment, and services. PMC also reserves the right to waive fees in cases of financial hardship.
2. Applicants must be aware of and agree to abide by conditions of channel use imposed by PMC, including but not limited to the following:
  - a) Applicants will not submit for cablecast any programming designed to promote the sale of commercial goods or services.
  - b) Applicants will not submit for cablecast any programming involving a lottery.
  - c) Applicants will not submit for cablecast any programming defined obscene and/or indecent (see obscenity and indecency definitions for the cable medium on a separate page).
  - d) Applicants will not submit for cablecast any programming that is libelous or slanderous.
  - e) Applicants will not submit for cablecast any programming which otherwise violates policies and procedures of PMC.
  - f) Any programs containing language or content that may not be suitable for all viewing audiences will be provided to the station with a disclaimer at the beginning and end of the program stating that the views expressed are solely those of the producer and does not reflect the opinions or views of the organization, staff or the City.
  - g) It is understood that PMC is not responsible for programs submitted by the applicant. Any and all programs submitted for cablecast are property of the applicant or the respective copyright holder.
3. Applicants agree to obtain at no cost to PMC all clearances needed for use of any talent or copyrighted material used in any programming submitted for cablecast. Applicants furthermore assume all responsibility for the use of talent and/or copyrighted material without proper clearance.
4. In recognition of the fact that PMC has no control over content of an applicant's programming (other than as stated above), applicants agree to indemnify and hold PMC harmless from any and all liability or other injury (including reasonable attorneys fees and costs incurred by PMC) arising from or in connection with claims for failure to comply with all applicable laws, rules, regulations, or other requirements of local, state or federal authorities; for claims, libel, slander, invasion of privacy, or infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name, or service mark; for breach of contract, or obligations owing to other third parties by PMC; and for other injury and damage in law or equity, which claims result from the applicant's use of allotted channel time.
5. Applicants agree to the following programming policies:
  - a) Subject to the conditions referred to in paragraph two above and section b) below, submitted non-periodic and series programs will receive up to eight (8) cablecasts each. Programs will receive two (2) cablecast per week, one (1) non-primetime (12 a.m. – 5 p.m.) and one (1) primetime (5 p.m. – 12 a.m.) Sunday – Saturday. However, only locally produced programs are guaranteed two weekly cablecasts.
  - b) In keeping with the PMC mission to serve area residents first and foremost, all programs will receive a priority ranking (highest ranking is 1 and lowest is 7), which will be determined as follows:

- (1) Programs locally submitted and locally produced
- (2) Programs locally submitted and tri-city produced
- (3) Programs locally submitted and non-locally produced
- (4) Programs tri-city submitted and locally produced
- (5) Programs tri-city submitted and tri-city produced
- (6) Programs tri-city submitted and non-locally produced
- (7) Programs non-locally submitted and non-locally produced

Staff may alter the scheduling procedure based on the availability of channel time and program priority ranking.

- c) Non-periodic programs or series episodes may not be telecast again for at least six months following eight (8) cablecasts. Staff will remove series episodes from the schedule after eight (8) cablecasts and the producer will be contacted. The series itself will be removed from the schedule and the series time slot will be forfeited if a new episode has not been submitted within two (2) weeks after the producer has been contacted. The producer will be required to resubmit a new cablecast request form for a new time slot. Staff reserves the right to hold a time slot for a series if the producer provides a sufficient reason for not providing a new episode.
  - d) Producers submitting series programming will be required to pay a traffic fee to cover the cost of scheduling and handling of the programming. One traffic fee per series submitted will be added to the producer's annual membership fee. A series is considered to be three (3) or more programs with the same title.
  - e) Programs scheduled in 30-minute time slots should have a minimum total running time of 22 minutes and maximum total running time of 29 minutes. Programs scheduled in 60-minute time slots should have a minimum total running time of 52 minutes and maximum total running time of 59 minutes. Programs scheduled in 90-minute time slots should have a minimum total running time of 82 minutes and maximum total running time of 89 minutes. Any program with a total running time exceeding the maximum allowed may be cut off early or not cablecast at staff discretion.
  - f) DVDs submitted must contain only one non-periodic program or series episode. DVDs that are submitted with multiple programs or episodes may be returned to the producer and may not be cablecast. DVDs and cases must be properly labeled with program title, pre-roll/delay, total running time and episode number and Guest or topic, if applicable.
6. PMC is not responsible for loss of any medium provided by producers, such as DVDs or tapes. However PMC will endeavor to retain all medium for 60 days after broadcast. If medium is not picked up, PMC may dispose.
  7. Applicants understand and agree that the terms and conditions listed above apply to all future program submissions to PMC until such time as the terms and conditions are modified by PMC and said modifications are made available to applicants.
  8. In the event of litigation to enforce this agreement, the prevailing party shall be entitled to an award of its reasonable attorney's fees and costs.

## Commercial Policy

Prescott Media Center is a non-commercial public access community station. We do not allow programs that contain solicitation, advertising, bartering, lotteries, or promotion of commercial products, services, or transactions. Programs may not contain commercial telephone numbers or locations, nor may programs contain information that would lead viewers to purchase products or services.

"Advertising" refers to any material designed to promote the sale of commercial products or services or the solicitation of donations, remuneration or barter.

### Program Credits for Contribution of Goods and Services

The non-commercial rule will not prevent identification once by name only of persons or businesses providing funds, equipment or other items of value to access users producing programming unrelated to the commercial interests of the donor.

#### OR

Programs may contain credit for individuals, businesses, or other organizations that have contributed goods, services, or funding used in the program production. Credits may include an acknowledgment of the contribution made. Credits may not contain any advertising information.

Credit for commercial organizations may include a name/logo of the organization beneath the following: "This program is made possible in part by (name of organization)." This acknowledgement may appear for no longer than 10 seconds. Neither the telephone number, address, website nor footage of the program sponsor may appear except as approved by the Prescott Media Center Station Manager. The following guidelines apply to all credits for contributors:

- Credit must appear at the end of the program
- Total credits for all contributions are limited to 20 seconds
- Credit may be aural, visual or both
- Credit may include a name
- Credit may include a logo
- Credit may not contain any qualitative or promotional information

An exception to this rule is any live program selling goods for the sole benefit of a non-profit organization. In that case, for each item donated the name of the business making the donation may be mentioned whenever the donated item is mentioned.

In the event funds, equipment or other items of value are provided for any access user including program material which is funded, sponsored, or underwritten, in part or in full by any individual, business or non-profit organization, the following announcement will be cablecast before the applicant's program material: "This program was made possible with funds provided by \_\_\_\_\_."

This rule will allow identification by name only of persons or businesses providing funds, equipment or other items of values to access users production programming unrelated to the commercial interest of the donor.

Commercial enterprises are encouraged to enquire about our Underwriting Program. Spots before and after programs are available.



# OBSCENITY AND INDECENCY DEFINITIONS FOR THE CABLE MEDIUM AS DETERMINED BY THE UNITED STATES SUPREME COURT

Provided by the Alliance for Community Media

**OBSCENITY:** A cable program is obscene if a) the average person, applying contemporary community standards for the cable medium, would find the material, taken as a whole, appeals to prurient [sexual] interest; b) the work depicts or describes, in a patently offensive way, sexual conduct specifically defined by applicable state law; and c) the work, taken as a whole, lacks serious literary, artistic, political or scientific value.

**INDECENCY:** A cable program is indecent if the program "describes or depicts sexual or excretory activities or organs in a patently offensive manner as measured by contemporary community standards for the cable medium".

**Warning: Cable operators may not censor (or require managers to censor) indecent programming pending the Supreme Court's decision in alliance for community media v. FCC. Managers' self-censorship and local P.E.G. indecency ordinances in some cases may also be unconstitutional. Please consult an attorney before undertaking any activity, which may be construed as censorship.**

#### **INDECENCY DOES NOT INCLUDE:**

- a) Offensive or objectionable political opinions, of whatever ideology;
- b) Objectionable non-sexual behavior and advocacy of such behavior, even behavior otherwise prohibited by law\*;
- c) Programming produced by or featuring groups disfavored by the community;
- d) Discussions of alternative sexuality (e.g., homosexuality, bisexuality);
- e) Depiction or description of artistic works containing nudity and/or depicting sexual organs or activities (e.g., Michelangelo's "David," Klimt's "The Kiss," dance or theatrical performances), unless done so in a patently offensive manner; or
- f) Programming stating opinions or facts that the program editor believes or knows to be false.

\*Note: Laws against speech unprotected by the First Amendment (e.g., libel, copyright infringement, incitement, false advertising, etc.) may apply. A center or manager cannot be held liable for description or depiction of a criminal act (e.g., possession of controlled substances) unless as an accessory or co-conspirator.

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