

Producer policy, statement of compliance for PPMTV v4a, 11-09-2011

Policies are always subject to legal review and further amendments by the board.

**Portsmouth Public Media Inc.**

**Statement of Compliance**

Producer:

Program:

(Statement may apply to multiple programs if list attached as appendix)

Address:

Phone:

Email:

I have read and agree to abide by the policies and procedures of Portsmouth Public Media Inc. In addition, I certify the following:

1. I am the producer/originator of this program, I am familiar with its content and I accept full responsibility for that content.

2. I understand that the policies and procedures of Portsmouth Public Media Inc. prohibit the following content from being cablecast on PPMTV, or posted or streamed on the PPMTV website, and that I alone am responsible to make sure the program complies with these prohibitions.

**Prohibited material:**

- Advertising content, designed to promote the sale of commercial products or services, or material which identifies any product, service, trademark, or brand name in a manner not reasonably related to the non-commercial use of such product, service, trademark or brand name in the program.

- Commercial programming, which in whole or in part depicts, demonstrates, or discusses products, services, or business with the primary intent of substantial effect for benefiting or enhancing a profit-making enterprise.
- The direct solicitation or appeal for funds or other things of value for any purpose except by a non-profit organization with 501c3 status.
- Material which is obscene under New Hampshire RSA chapter 650 or federal law.
- Any program that constitutes or promotes a lottery or gambling enterprise in violation of federal, state or local law.
- Material which constitutes libel, slander, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright, or which may violate any local, state, or federal law.
- Material which has a reasonable probability of creating an immediate danger, such as injury to persons or damage to property, or of inciting violence, hatred or a hate-crime.
- Material that has a reasonable probability of causing the substantial obstruction of law enforcement or justice.
- Material that violates federal, state or local law with respect to elections.

3. I have obtained all of the clearances and releases (permissions) from any and all organizations, individuals and groups (including music licensing organizations, other producers and copyright holders) that are necessary to record, cablecast and web-post this program.

4. I recognize that PPMTV has the right to assure the accuracy of this certification, and may at its discretion refrain from cable-casting or web-posting the program.

5. In recognition of the fact that PPMTV is a public-access service and channel, I understand and agree to indemnify and hold harmless Portsmouth Public Media Inc, PPMTV, and its affiliates, licensors and licensees from any liability or other injury (including reasonable costs of the defending claims or litigations) arising from, or in connection with:

- Claims for failure to comply with any applicable laws, rules, regulations, or other requirements of local, state or federal authorities
- Claims of libel, slander, or invasion of privacy
- Claims of infringement of common or statutory copyright for unauthorized use of trademark, trade name or service mark
- Claims for breach of contractual or other obligation by third parties or for any other injury or damage in law or equity which claims result from the producer's use of PPMTV, its cable channel and/or its website.

6. I am aware that the PPMTV facilities (including specifically its studio, studio equipment, camera, audio, lighting, and editing equipment and software) cannot be used for financial gain or other commercial purpose without the express consent of PPMTV under a written rental agreement.

7. If I am not already a member of Portsmouth Public Media Inc. I agree to become a member within 30 days of approval of my program and will pay any required membership dues or fees before my program is scheduled. I recognize that the PPMTV board has the right to modify its programming and membership policies and agree to comply with those policies as a condition of my membership and participation.

8. As producer, I agree to the following uses of the program unless noted under exceptions: cable-casting on PPMTV as often as deemed appropriate by the organization and its staff, posting and streaming the program on the PPMTV website, archiving the program in perpetuity, and sharing the program with other public access channels which will have the same rights as those outlined in this agreement.

Exceptions:

Signature:

Date:

(If the producer is a minor, a parent or legal guardian's signature is required)

Signature of parent/guardian:

Date:

Print name:

Print address:

Phone:

Email: