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Community Access Television of Silver

Community Access Television of Silver, Inc. is an independent, non-profit community organization. CATS is not an agent or affiliate of Comcast, Grant County or the Town of Silver City.

Community Access Television of Silver Producer / Program Agreement

1. This agreement is between Community Access Television of Silver (hereafter CATS) and the **Producer** _____ (hereafter Producer or Sponsoring Producer) regarding the **Program Name** _____ (hereafter Program) that the Producer is submitting for cablecast on the Public, Education, or Government access channels (hereafter PEG Channels) operated by CATS in Silver City, NM on the Comcast cable system.
2. Producer affirms that producer has each and every right and/or permission to submit this program to cablecast on The PEG Channels and agrees to indemnify, hold harmless, and defend CATS, the Town of Silver City, Grant County New Mexico and Comcast and each of their officials, officers, employees, agents and representatives (hereinafter referred to as The Indemnified Parties) from any claim, liability, loss or damage of any nature whatsoever including, without limitation, reasonable attorney's fees and court costs arising out of, or otherwise in connection with any material supplied by Producer in connection with its utilization of The PEG Channels. Producer acknowledges and affirms that it is only upon such assurance that Producer has such rights or permissions that CATS accepts and agrees to cablecast The Program.
3. Producer affirms that The Program was created by Producer or by Producer in conjunction with additional parties and that Producer has all rights thereto and/or is fully empowered by any 3rd party to submit the program for cablecast on CATS.
4. If Program submitted by Producer is obtained from and/or owned by a 3rd Party, Producer shall be referred to as Sponsoring Producer and Sponsoring Producer must obtain every permission from every rights owner(s) of Program allowing Producer to submit Program for cablecast on CATS Sponsoring Producer indemnifies The Indemnified Parties from any claim by a 3rd Party for Producer's failure to obtain appropriate permissions.
5. Notwithstanding assurances given by Producer, CATS may demand for examination and confirmation the original document(s) of any and all permissions given to Producer or Sponsoring Producer by 3rd parties and provide CATS with copies of such documents at the time of submission of the program or at any time subsequent. CATS may refuse to accept or cablecast Program if Producer fails to produce such written permission.
6. Without limiting the generality of the foregoing, Producer further agrees to indemnify, hold harmless, and defend The Indemnified Parties from any claims, liability, loss or damage of any nature whatsoever, including reasonable attorney's fees and court costs, arising out of or in connection with any material carried on, transmitted or disseminated by Producer on The PEG Channels in violation of or infringement upon the rights, trade names, or the right of privacy of any other owner, licensor, copyright holder, writer, composer, person, corporation, partnership or legal entity, or by reason that said material constitutes libel or slander, invasion of privacy, or failure to obtain appropriate permission from the subjects or rights holders in The Program.
7. Producer agrees to defend all actions to which any indemnity stated herein applies and to conduct defense thereof at its own expense any by its own counsel. CATS shall have the right to participate in such defense with counsel selected by it at the Producer's expense and Producer agrees that it will cause its counsel to cooperate with CATS and its counsel.
8. Producer individually and, if applicable, on behalf of all members of the organization of which the Producer is a member hereby releases CATS and its successors and assigns from any action, claim, and demand whatsoever which the Producer or its organization ever had, has, and may have against CATS, the other Indemnified Persons and their respective successors and assigns, in connection with programming of material carried on the PEG Channels including without limiting the generality of the foregoing any mistakes, omissions, or interruptions in the cablecast of Program, any changes in scheduling Program or failure to cablecast Program.
9. Producer warrants and represents that the program does not contain:

- a. Any solicitation, advertising, bartering, or promotion of commercial products, services or transactions or appeal for funds or donations.
 - b. Material that is, slanderous, libelous, an invasion of privacy or made unlawful.
 - c. Material that is obscene; (Obscenity is defined as material that the average person, applying contemporary community standards, would find that, considered as a whole, its predominant appeal is to the prurient interest in sex and it depicts or describes in a patently offensive manner, actual or simulated: sexual intercourse, sodomy, sexual bestiality, masturbation, sadism, masochism, excretion, or lewd exhibition of the genitals, and considered as a whole lacks serious literary, artistic, political, and scientific value. Predominate appeal shall be judged with reference to ordinary adults unless it appears from the character of the material or the circumstances of its dissemination to be designed for children or other especially susceptible audience.)
 - d. Material concerning lottery information, gift enterprise, or similar scheme;
 - e. Unlawful use of material requiring union residual or other payment including but not limited to the talent and crew.
 - f. Unlawful use of audio or video material that is copyrighted or subject to ownership or royalty rights, right of publicity, or other payment.
 - g. Material that violates the provisions or rules and prohibitions set forth by the FCC, the State of New Mexico or any public regulatory agency established by statute, administrative rule or other agreement.
10. Producer will disclose if The Program contains Adult Language, Nudity, Sexual Content, Graphic Violence. Programs containing such material will be cablecast between midnight and 6am.
 11. Producer agrees that Program contains a title screen of 7.5 seconds duration at the end of the program identifying the Producer by name or pseudonym (i.e. Brilliant Presentations) and contact info including at least one of the following:
 - a. Local phone number in Grant County
 - b. Local address in Grant County - either a physical address or a PO Box
 - c. Personal email address for a resident of Grant County
 12. Producer releases CATS, its directors and officers, agents, employees, and representatives and their respective successors and assigns from all liability if the program or material submitted is damaged, lost, or stolen while in their custody except in the case of gross negligence on the part of CATS resulting in damage or loss of submitted tapes. In such cases of gross negligence, liability will be limited to the cost of replacing a blank videotape or equivalent media in exchange for media submitted for cablecast. The Indemnified Parties will not be liable for and will be held harmless with respect to any and all damages, consequential or otherwise, including without limitation the cost of producing the tape as well as any other related expenses.
 13. Producer grants to CATS unrestricted permission to cablecast or re-cablecast the program at CATS sole discretion.
 14. Producer hereby certifies that The Program submitted complies with all requirements stated herein and all CATS policies as they presently exist or may be amended.
 15. Producer acknowledges and agrees that if The Program contains nudity or adult content, it will be rated "R", and will only be broadcast between midnight and 6am.

Program Name: _____

Producer's Name: _____

Producer's Signature: _____ Date: _____

Producer's Address: _____ Phone: _____

I also release this program for KOOT lp ch. 8: _____

I give CATS permission to select a short video of my production to air on its website: _____

Date: _____

