

ACCESS CHANNEL USAGE AGREEMENT



Danvers Community Access Television
87 Elm Street, Danvers Ma. 01923
Tel 978.777.2720
WWW.DANVERSTV.ORG

1. Applicant has read the Access Rules of DCAT and agrees to abide by all the provisions contained therein. DCAT's Access Rules are hereby incorporated by reference and made a part of this Agreement.
2. Applicant warrants that it has all necessary rights and has obtained necessary clearances to transmit over DCAT's facilities all of the Applicant's program material without any liability of any nature accruing to DCAT.
3. Applicant warrants that its cablecast presentations on the cable television system shall not include the following proscribed material:
 - (a) Any obscene or indecent material as defined by the FCC.
 - (b) Any advertisement of or information concerning any lottery, gift, enterprise or similar scheme, offering prizes dependent in whole or in part upon lot or chance, or any list of the prizes drawn or awarded by means of any such lottery, gift, enterprise or scheme, whether said list contains any part or all of such prizes. Provided, however, that this prohibition shall not apply to advertisements or lists of prizes or information concerning a lottery conducted by a State acting under the authority of State law when such information is transmitted under the circumstances described in the Access Rules.
4. Applicant agrees to submit its program content (the script, if the program is to be broadcast live or if the program is to be pre-taped at our studio, or the completed tape if produced elsewhere) to DCAT for DCAT's review.
5. Applicant assumes all responsibility as producer and/or originator of any of Applicant's programming carried on DCAT's systems. Applicant agrees to indemnify DCAT and/or any other cable television system over which Applicant's material is transmitted and disseminated, DCAT's partners, officers, directors, servants, agents and/or employees or those of any other cable television system, and agrees to hold the aforesaid harmless from any liability, loss or damage or consequential damage, including all attorneys' fees, costs and disbursements, caused by or arising out of any material supplied by Applicant in connection with Applicant's utilization of the DCAT cablecasting equipment and/or access channel.
6. Without limiting the generality of the foregoing, Applicant further agrees to indemnify and save DCAT or any other cable television system over which Applicant's material is transmitted, and/or their respective partners, officers, directors, servants and/or employees, harmless from any and all claims, damages, costs and liability of any nature whatsoever, including all attorneys' fees, which may be imposed by reason of any claim that any material submitted by Applicant violates or infringes upon the rights, trade names, trademarks, copyrights, patents, literary or dramatic rights, music synchronization and performing rights or rights of privacy of any other owner, licensor, copyright holder or any writer, composer or other person, corporation, partnership or entity, or that said material constitutes libel or slander.
7. Applicant assumes all responsibility for the proper care of any studio equipment used by or on behalf of Applicant, whether such use is in the studio or on location. Applicant agrees to bear financial responsibility for the cost of repair or replacement of any studio equipment damaged during use by or on behalf of Applicant, and to indemnify DCAT, its partners, officers, directors, servants, agents and/or employees, and to hold the aforesaid harmless from any and all claims, damages, costs and liabilities of any nature whatsoever, including all attorneys' fees, which may be imposed by reason of damage to said studio equipment. In connection with the foregoing, Applicant hereby acknowledges that it has sufficient financial worth to assume responsibility for the repair or replacement of studio equipment so damaged.

8. Applicant agrees to defend all actions to which any prior indemnity applies and to conduct the defense thereof at its expense and by its own counsel. DCAT shall have the right to participate in such defense at Applicant's expense and by its own counsel at Applicant's expense, and Applicant agrees that it will cause its counsel to cooperate with DCAT in such instances.
9. Applicant, individually, and, if applicable, on behalf of all members of the organization of which Applicant is a member, hereby releases DCAT, its successors and assigns, from any legal action, claims and demands whatsoever which the Applicant or its organization ever had, has and may have, including, without limiting the generality of the foregoing, any claim which may arise against DCAT as a result of Applicant's or, if applicable, Applicant's organization's cablecast presentation on the DCAT cable system or the production of any material for said presentation, or any mistakes, omissions, interruptions, delays, errors, or defects in DCAT's transmission of Applicant's cablecast presentation.
10. Applicant agrees to comply with the technical specifications set forth in the Access Rules for cablecast program material submitted by Applicant to DCAT for transmission over DCAT's cable system. Video and audio signals received for transmission via common carrier or private distribution means must comply with the technical specifications set forth in the Access Rules.
11. In the event the program is produced with the use of DCAT production facilities, the Applicant agrees that the program will be used only for access cablecasting, will be cablecast over DCAT's access channels and will not be exploited for profit or fund raising in any fashion.
12. Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that each and every representation, undertaking and agreement made in this Agreement on the part of any of the parties to this Agreement was not made nor intended to be made as a personal representation, undertaking or agreement on the part of any incorporator, stockholder, director, officer or partner, past, present or future, or any of them, and no personal liability or personal responsibility is assumed by, nor shall any recourse at any time be asserted or enforced against any such incorporator, stockholder, director, officer or partner, past, present or future, or any of them, all of which recourse, whether in common law, in equity, by statute or otherwise, is hereby forever waived and released.

Title of Program _____

Name of Applicant (print) _____

Address of Applicant _____

Phone _____ Email _____

Address _____ State _____ Zip _____

Signature _____ Date _____

Please provide a short synopsis regarding the content of your show (Required) _____
