

**PUBLIC ACCESS NORTHERN DUTCHESS AREA, INC. {PANDA} TV 23  
PROGRAM POLICIES AND AGREEMENT FORM  
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PROGRAM AGREEMENT FORM

## **PUBLIC ACCESS NORTHERN DUTCHESS AREA, INC. (PANDA) PROGRAM POLICIES:**

### **Responsibilities for Program Content**

Submission of programs for the public access channel(s) is free of charge and free of content control by PUBLIC ACCESS NORTHERN DUTCHESS AREA, INC., hereinafter sometimes called "PANDA," subject to the policies herein. Responsibility for the content of programs rests with the individuals and organizations, hereinafter called "Channel User" or "User," submitting the programs. PANDA requires Users submitting programs to submit a signed and completed Program Agreement prior to the cablecast of any program. That program agreement provides among other things for the User's indemnification of PANDA for any violations of PANDA policies or the law and requires a certification that such programming in fact does comply. All Program Agreements must include the name and address of the Channel User. If the individual submitting a program is not the program's producer, the individual must also submit the name and address of the program's producer. (See Program Agreement.)

### **Address Verification**

Channel Users may be required to provide satisfactory evidence of their residence address. Satisfactory evidence will consist of one of the following:

- a) Driver's license
- b) New York State photo non-driver ID card showing age and address
- c) Utility bill in program provider's name along with an acceptable form of picture ID
- d) Voter registration along with an acceptable form of picture ID.  
Acceptable forms of picture ID include:
  - U.S. Passport
  - Foreign Passport
  - Resident Alien Card
  - U.S. Military ID Card

Channel Users are responsible for submitting changes in address, in writing, to PANDA along with satisfactory evidence.

### **Organizations Submitting Programs**

Individuals submitting programs on behalf of organizations must submit a letter or email from an officer of the organization on company letterhead or similar. The letter must indicate who within the organization will take responsibility for submitting programs. Any changes in this designation must be submitted, in writing, by the organization's officer.

### **Disclosure of Information Regarding Individuals Submitting Programs**

PANDA shall maintain a record of the use of the public access channel(s), which shall include the names and addresses of all persons using or requesting time on the channel(s). These records shall be available for public inspection for a minimum of two years.

### **Program Content Restrictions**

The following restrictions apply to all public access programming. Programs may not contain:

- a) Solicitation, advertising, bartering or promotion of commercial products, services or transactions;
- b) Material that is slanderous, libelous, an invasion of privacy or made unlawful;
- c) Material that is obscene;
- d) Material concerning lottery information, gift enterprise, or similar scheme;
- e) Unlawful use of materials requiring union residual, or to ownership or royalty rights, right to publicity, or other payment.

### **Commercial Programming Restriction**

Commercial Programming is strictly prohibited on the public access channel(s). As noted above, programs may not contain solicitation, advertising, bartering or promotion of commercial products,

services, or transactions. Programs may not contain commercial telephone numbers, except as noted below under "Program Credits for Contribution of Goods and Services," nor may programs contain information about purchasing a product or service. This restriction does not apply to studio telephone numbers displayed for the sole purpose of facilitating non-commercial call-in programs. PANDA recognizes the commercial nature of non-original record on Film Company produced programming, including music videos and film trailers. In order to prevent the promotion of commercial products on the public access channel, programs containing more than 50% of such material are prohibited. (Commercial program providers are encouraged to contact their local cable company regarding "commercial use" cable channels. In the Towns of Red Hook and Rhinebeck and the Villages of Red Hook, Rhinebeck and Tivoli, all hereinafter, sometimes called "the Communities," these channels are administered by Time Warner Cable; these channels are not affiliated with PANDA.)

### **Political and Campaign Programming Guidelines**

PANDA will organize a semi-annual meeting for all town and village political party leaders, and potential candidates, where declared. The meetings will be held in September and January during each election cycle. Its purpose is to present program guidelines specific to political and campaign programming, relevant to the town and village elections of PANDA's five municipal constituents.

Political and campaign programming must be submitted seven days in advance of a scheduled airdate. PANDA will broadcast campaign and candidate programming commencing four weeks prior to the scheduled election date. The programs will be scheduled to run four times per day, starting with the party that submits its material first. Subsequent party airings will alternate thereafter.

Political and campaign submissions may be no longer than five minutes in duration. The unused allotment of time will disallow more frequent airings. Each party is limited to four airings per day.

No political or campaign-related programming will be aired on the Monday prior to a Tuesday election. No political or campaign-related programming will be aired on the day immediately preceding any other election, special election, or public referendum date.

### **Representation of Authorizations**

Channel Users must represent that they have obtained all necessary permission for material and individuals appearing in their programs. Channel Users are required to provide satisfactory evidence of such permission upon request by PANDA.

### **Adult, Violent, Medically Graphic Programming**

PANDA wants to provide a means of notifying parents or guardians when programming appears on the access channels that may be inappropriate for children. PANDA also wants to assist people in making informed viewing decisions while providing an opportunity for all forms of expression without censorship and in accord with existing laws.

Programs containing repeated vulgar language, nudity, extremely physical violence, extreme degradation, or graphic depiction of invasive medical procedures will be preceded by a message advising viewer discretion and will be scheduled during late night programming hours, usually between the hours of 12:00 a.m. and 5:00 a.m.

Channel Users shall be responsible for notifying PANDA if their program contains material requiring an advisory message. It is a violation of PANDA policy to submit for cablecast, programming that is obscene or otherwise made unlawful.

### **Charging for Time on the Access Channel(s)**

Time on the public access channel(s) is available free of charge. Channel Users may not require compensation from individuals in exchange for appearing on a public access channel. Furthermore,

channel time may not be bartered or sold.

### **Transferring Time Slots and Program Substitutions**

Time slots may not be transferred to another Channel User. Channel Users may not substitute other programs in their allocated time slots.

### **Minors Submitting Programs**

Minors submitting programs will be required to have a parent or guardian sign Program Policies and Agreement forms.

### **Program Credits for Contribution of Goods and Services**

Programs may contain credit for individuals, businesses or other organizations that have contributed goods or services used in the program production. Individual credits for such contributions are limited to fifteen seconds. Total credits for all contributions are limited to sixty seconds. Credits may include an acknowledgement of the contribution made. Credits may not apply to all credits for contributors:

- a) Credit must only appear at either the beginning or end of the program;
- b) Credit may be oral, visual or both;
- c) Credit may include a logo;
- d) Credit may include a phrase describing the business of the contributor and the nature of the contribution
- e) Credit may not contain any qualitative or promotional information.

### **Solicitation of Funds**

Solicitation of funds during public access programs is limited to non-profit organizations providing an IRS letter of determination indicating 501(c)(3) status.

### **Limits of Liability**

PANDA is not liable for any mistakes, omissions or interruptions in the cablecast of programs. PANDA is also not liable if the program or material submitted is, lost or stolen while in its custody except in the case of gross negligence on the part of PANDA, liability is limited to the cost of replacing a blank videotape in exchange for tapes submitted for cablecast. PANDA strongly suggests not submitting master tapes.

### **Program Scheduling**

PANDA will, to the best of its ability, provide channel time as requested on a first-come, first-served basis, subject to the policies and guidelines herein. PANDA will schedule programs within the parameters of overall programs composition and flow, taking into consideration audience building and the representative diversity of programming on the access channel(s). PANDA will also exercise scheduling discretion to ensure access for new Channel Users, single programs, series of limited duration, special events and Community emergencies. PANDA will be guided in its scheduling decisions to ensure residents and organizations within the Communities will have the highest priority in using the public access channel(s) set aside for their benefit.

### **Government Programming**

All timely Government programming from the Communities shall take precedence over all other scheduled programs. Such canceled scheduled programs shall be rescheduled at the discretion of the Station Management and subject to the policies and guidelines herein.

### **Program Priorities**

PANDA prioritizes scheduling in the following order:

- a) Residents and organizations of the Communities submitting and producing their own programs.
- b) Residents and organizations of the Communities submitting programs that contain fifty percent or more material produced by someone other than the individual or organization

- submitting the program.
- c) Channel Users in the Communities submitting series also appearing on another cable channel.
  - d) Dutchess County residents and organizations outside of the Communities submitting and producing their own programs.
  - e) Dutchess County residents and organizations outside the Communities submitting programs that contain fifty percent or more material produced by someone other than the individual or organization submitting the program.
  - f) Programs submitted from outside of Dutchess County.

### **Single Programs**

A portion of the public access channel(s) will be allocated for single programs. A single program or "special" is defined as a program that is scheduled for a single time slot rather than on a recurring basis. A portion of the public access channel(s) will be allocated for single programs and series of limited duration (i.e. a three-part special program). Channel Users may request time for a single program at any time. **The DVD to be cablecast must accompany all single program requests.** Generally, single programs will be scheduled within two weeks after submission. PANDA will schedule single programs as requests are received. Programs will be scheduled subject to available channel time. One additional play may be scheduled subject to available channel time and at the discretion of PANDA.

### **Continuing Series**

Series Channel Users may request renewal of their programs for additional thirteenweek periods beyond the first six months. However, continuing series are subject to scheduling changes, reduction in series frequency or length, or cancellation depending upon the number of requests received from new series Channel Users. If a scheduling change is necessary to accommodate a new series request, PANDA will be guided by the program priorities listed above. Continuing series from Channel Users from the Communities will not be replaced with series from Channel Users from outside of the Communities. Continuing series Channel Users may request a change in their existing time slot. Program changes will be scheduled in accordance with the above program priorities and after all new series requests have been scheduled.

### **Repeat Programming Series**

Upon nearly full programming capacity weekly series Channel Users will not be given a repeat timeslot.

### **Technical Specifications for Program Submissions**

PANDA accepts DVD format only.

DVDs must be delivered either by mail to the PANDA P.O. Box 23, or in person to the Studio during hours of operation.

DVDs should be delivered at least 3 business days prior to requested scheduled airdate.

### **Failure to Comply with Stated Policies and Applicable Law**

The Station Management may impose, at his/her discretion, sanctions and penalties for failure to comply with PANDA policies. Channel Users are responsible for the care of the equipment they use. PANDA may require reimbursement for replacement or repair of property and equipment damaged by facility users. At the discretion of the Station Management, persons who fail to pay for such reimbursements may be suspended or banned from use of the facilities.

PANDA channel(s) and equipment may be used for **production of non-commercial Public Access programming only**. Commercial programming is strictly prohibited, and the equipment may only be used for Public Access programs intended to air on PANDA channel(s). PANDA shall impose fees from persons found to be using PANDA equipment for non-Public Access purposes. Such persons may be suspended, banned, and/or charged a fee for such violations. They may also lose their channel time.

PANDA will make every reasonable effort to inform individuals about programming policies and prohibitions when a violation has occurred and to correct those violations. PANDA reserves the right to take any action with regard to our program scheduling and transmission to comply with applicable law and to ensure compliance with these policies, including but not limited to immediately suspending access rights.

Submitting false information in connection with scheduling a program will result in program cancellation and restrictions in scheduling future programs. Failure to provide programs as scheduled will lead to program cancellation and restrictions in scheduling future programs.

### **Appeal**

An individual or entity feeling they have been denied fair access to channel time as described in these policies, or wishing to appeal any other decision of PANDA management, may submit an appeal to the PANDA Board of Directors. Ten (10) copies of the appeal, legibly written, signed and dated, must be submitted to the PANDA Board of Directors. If the appeal is made by an entity, the appeal must be signed and dated by the Chief Executive Officer of such entity. The PANDA Board of Directors will respond in writing within 60 days of receipt of appeal that meets the above requirements. The decisions of PANDA management remain in effect pending the outcome of an appeal.

\_\_\_\_\_ Initial Here (Channel User)

### **PUBLIC ACCESS NORTHERN DUTCHESS AREA, INC. (PANDA) PROGRAM AGREEMENT:**

1. Channel User, hereinafter sometimes called "User," assumes all responsibility as producer, originator, author or distributor of any of the User's programming carried on Public Access Channel(s) of PUBLIC ACCESS NORTHERN DUTCHESS AREA, INC., hereinafter sometimes called "PANDA," or any system on which the programming is carried ("Public Access Channels"). User agrees to indemnify, hold harmless, and defend PANDA and each of its officers, employees, agents and representatives (the "Indemnified Persons") 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 the User in connection with its utilization of the Public Access Channel.
2. Without limiting the generality of the foregoing, User further agrees to indemnify, hold

harmless, and defend PANDA and the indemnified Persons from and 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 the User on the Public Access Channel(s) in violation of or infringement upon the rights, trade names, or the right of privacy of any other owner, licensor, copyright, writer, composer, person, corporation, partnership or legal entity, or by reason that said material constitutes libel or slander.

3. User agrees to defend all actions to which any indemnity stated herein applies and to conduct defense thereof at its own expense and by its own counsel. PANDA shall have the right to participate in such defense with counsel selected by it at the User's expense and User agrees that it will cause its counsel to cooperate with PANDA and its counsel.
4. User individually and, if applicable, on behalf of all the members of the organization on behalf of which the User is a member and is submitting programs, hereby releases PANDA and its successors and assigns from any action, claim, and demand whatsoever which the User or its organization ever had, has, and may have against PANDA, the other Indemnified Persons and their respective successors and assigns, in connection with programming or material carried on Public Access Channel(s) including without limiting the generality of the foregoing any mistakes, omissions or interruptions in the cablecast of User's material, any changes in scheduling User's material or failure to cablecast such material.
5. User warrants and represents that the program does not contain:
  - a) Solicitation, advertising, bartering or promotion of commercial products, services or transactions;
  - b) Material that is slanderous, libelous, an invasion of privacy or made unlawful;
  - c) Material that is obscene.
  - 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 materials requiring union residual, or to ownership or royalty rights, right to publicity, or other payment.
6. User further warrants and represents that its material does not violate the provisions or rules and prohibitions set forth by the FCC, the State of New York, the County of Dutchess, the Towns of Red Hook and Rhinebeck and the Villages of Red Hook, Rhinebeck and Tivoli, or any public regulatory agency established by statute, administrative rule or other agreement.
7. User releases PANDA, 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 PANDA resulting in damage or loss of submitted tapes. In such cases of gross negligence, liability will be limited to the cost of replacing a DVD in exchange for DVDs submitted for cablecast. PANDA 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 DVDs as well as any other related expenses.

PANDA channel(s), equipment, and facilities may be used for **production of non commercial Public Access programs only**. Commercial programming is strictly prohibited and the facilities may only be used for Public Access programs intended to air on PANDA channel(s). PANDA shall impose a fees upon persons found to be using PANDA facilities and/or equipment for non-Public purposes. Such persons may be suspended, banned, may lose channel time, and /or be charged a fee for such violations.

I hereby certify that I have received, read, and understand PANDA's Program Policies and Agreement

Form, adopted March 18, 2010, and that the program submitted complies with those polices. I represent that I have/will obtain(ed) all necessary permission for material and individuals appearing in the program. I understand that I will be required to provide satisfactory evidence of such permission upon request by PANDA:

**Program Title:** \_\_\_\_\_

**Channel User (Print Name):** \_\_\_\_\_

**Channel User Address:** \_\_\_\_\_

**Name of Program Producer/Organization (if different from Channel User):** \_\_\_\_\_

(If this program is submitted on behalf of an organization, this application must be submitted along with a letter or email from an officer of the organization. The letter must indicate who within the organization will take responsibility for submitting programs.)

\_\_\_\_\_ **Channel User Signature (required)** Date: \_\_\_\_\_