



# Media Factory Statement of Compliance

**A.** I have read, am thoroughly familiar with, and agree to comply with Media Factory's Policies and Procedures. I acknowledge that the Policies and Procedures may be amended from time to time by Media Factory. All such amendments shall be posted at the Media Factory access facility. I agree that my use of Media Factory facilities or resources shall constitute my acceptance and agreement to comply with all of the Policies and Procedures, including any amendments adopted by Media Factory as of the date of such use.

**B.** Program material that I will record and/or submit for cablecast will not contain:

1. Material directly promoting the sale of products or services that are offered by any participating member of the given program. Non-profit corporations are exempt from this policy.
2. Advertising that endorses or opposes candidates for public office that is also intended to be presented as a paid political advertisement on other media.
3. The solicitation or appeal for funds for any purpose (unless specifically authorized by Media Factory).
4. Material that constitutes or promotes any lottery or gambling enterprise.
5. Obscene material, as defined by applicable law.
6. Material that constitutes libel, slander, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright, or that might violate any local, state or federal law.
7. Material that may create an immediate danger of damage to property or injury to persons.

**C.** I certify that I meet the user eligibility criteria set forth in Media Factory Policies and Procedures.

**D.** I assume full responsibility for the content of all program material cablecast and will ensure that such program material will not violate any right of any third party.

**E.** I have obtained or, before the program material is cablecast, will obtain all required approvals, clearances, licenses, etc., for the use of any program material I submit for cablecast, including but not limited to approvals by broadcast stations, networks, sponsors, music licensing organizations, copyright owners, performer's representatives, all persons appearing in the program material, and any other approvals that may be necessary to transmit program material over the channels managed by Media Factory.

**F.** In recognition of the fact that neither Media Factory nor its staff is censoring the content of my public access channel cablecast, I agree to indemnify and hold harmless Media Factory, Comcast Cable, Burlington Telecom, the cities served by Media Factory, and their respective directors, officers, agents and employees from any and all liability or other injury (including reasonable costs of defending claims or litigation), 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; for claims of libel, slander, invasion of privacy or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of any contractual or other obligations owing to third parties by Media Factory and for any other injury or damage in law or equity which claims result from my use of an access channel on the cable television system.

**G.** I agree that I shall not represent myself or any other person involved in public access programming activities as an employee, representative, or agent of Media Factory, Comcast Cable, Burlington Telecom, BT Channel 15, BT Channel 215, Comcast Channel 1074, Comcast Channel 1084, BT Channel 16, BT Channel 216, or Comcast Channel 1094.

**H.** In my use of public access channels, equipment, facilities, or resources, I agree to comply with all applicable rules and regulations of federal, state, or local governments and all other regulatory agencies including the Federal Communications Commission.



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**I.** I agree to pay the costs of any repair or replacement of equipment or materials resulting from damage, misuse, or theft while such equipment or materials are in my possession or control, normal wear and tear excepted. I understand the penalties that apply if I do not return equipment or materials on time.

**J.** I shall not use Media Factory channel space, facilities, or equipment for any financial gain or other commercial purposes without prior agreement with Media Factory. I understand that programming produced using Media Factory equipment or facilities must be cablecast at least once on a channel managed by Media Factory.

**K.** I agree not to make any claim against Media Factory or its staff as a result of any of the following: Media Factory's loss, destruction or damage to videotape programming or Media Factory's failure or refusal to cablecast the program at a scheduled time. I hereby waive and release any such claims against Media Factory or its staff and represent that the program has no economic value other than the value of the videotape on which it is recorded. Should loss, destruction, or damage occur to a Producer's videotape, Media Factory will replace the videotape with a new, blank tape of equal value.

**L.** I understand that false or misleading statements made in this Statement of Compliance are grounds for forfeiture of the right to use Media Factory's channel space, facilities, and equipment.

**M.** I understand and agree that I am an independent contractor and that no relationship of employer-employee or principal-agent exists between Media Factory and myself.

**N.** I agree to allow Media Factory to use all or part of access programs I produce for promotional purposes, including cablecast and no-charge closed-circuit presentation.

**O.** Any waiver of any breach of this Statement of Compliance shall not waive any continuing or another breach of the same provision or any other provision of this Statement of Compliance.

**P.** Should a dispute arise between parties with respect to their rights and duties under this Statement of Compliance, the prevailing party, in such dispute shall be entitled to recover its attorney's fees and costs incurred in connection therewith.

**Q.** This Statement of Compliance is non-transferable.

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Producer/Access User's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
VCAM Staff Person

\_\_\_\_\_  
Date

If the Producer is under 18 years of age:

**"I have read, understand, and will take responsibility for the above Producer's compliance with all rules, procedures and this Statement of Compliance."**

\_\_\_\_\_  
Parent or Guardian's Signature Date