

STATEMENT OF COMPLIANCE

TO: Public Access Television, Inc. (hereafter referred to as PATV)

A. I have read and am thoroughly familiar with the PATV Guidelines. I agree that my use of PATV facilities or resources constitutes my acceptance and willingness to comply with all of the operating rules and procedures in those Guidelines.

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

1. Material designed to promote the sale of commercial products or services
2. Advertising which endorses or opposes candidates for public office which 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 PATV).
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, or unfair competition.
7. Material that may create an immediate danger of damage to property or injury to person.

C. I agree to submit a Program Contract for each program submitted for cablecast on PATV.

D. I certify that I meet the user eligibility criteria as set forth in the PATV guidelines.

E. I assume full responsibility for the content of all program material cablecast, and ensure that such materials do not violate any right of any third party.

F. I have or will obtain all required approvals, clearances, licenses, etc., before the program materials are submitted for cablecast. This includes, but is not limited to, approval by: (a) all persons appearing in the program; (b) copyright owners, music licensing organizations, broadcast stations, networks, or sponsors; (c) performers representatives; (d) any other approvals necessary before transmission of said program material over the video channel managed by PATV.

G. I hereby release, waive and discharge PATV, its directors, officers, agents, or employees from all liability to me, my personal representatives, assigns, heirs and next of kin for any and all losses or damages, and agree not to sue PATV for any claims based upon negligence, defamation, invasion of privacy, infringement of common law or statutory copyright, which claims result from, or are in any manner related to, the use of PATV channel space, video and/or audio facilities, equipment or other PATV resources.

H. I agree to indemnify, defend and hold harmless PATV, its directors, officers, agents and employees from any and all claims or other injury (including payment of reasonable legal and court costs) arising from, or in connection with, loss or damage to person(s) or property due to failure to comply with PATV guidelines, applicable laws, rules, regulations or other requirements of local, state or federal authorities. This includes claims of libel, slander, invasion of privacy, personal injury, infringement of common law or statutory copyright, breach of contract, or other injury or damage in law or equity which result from the use of PATV channel space, video and/or audio facilities, equipment or other PATV resources.

I. I hereby acknowledge that PATV has encouraged me to obtain a homeowner's or renter's insurance policy with liability coverage to protect me in the event of a claim or litigation against me as a result of my use of PATV channel space, facilities, equipment or other resources.

(over)

J. I understand and agree that I am an independent contractor and that no relationship of employer-employee or principal-agent exists between PATV and myself. Further, I agree not to represent myself or any other person involved in community or public access programming activities, as an employee, representative or agent of PATV.

K. I agree that my use of PATV channels, equipment, facilities or resources will comply with all applicable rules and regulations of federal, state and local governments, and all other regulatory agencies, including the Federal Communications Commission.

L. I agree to pay the cost of repair or replacement of equipment or materials resulting from damage, misuse or theft while such equipment or materials are in my possession or control, other than normal wear and tear. I further agree to abide by the penalties invoked by failure to return on time equipment or materials checked out by me.

M. I agree not to use PATV channel space, facilities or equipment for financial gain or other commercial purposes, Furthermore I understand that PATV has the right to show any programming produced with PATV equipment and facilities on the video channel(s) that it manages.

N. I understand that failure to abide by all statements made in this Statement of Compliance are grounds for forfeiture of the right to use PATV channel space, facilities and equipment.

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

P. Should a dispute arise between the applicant named below and PATV with respect to their rights and duties under this Statement of Compliance, the prevailing party in said disputes shall be entitled to recover its attorney's fee and costs incurred in connection therewith.

Q. This Statement of Compliance is non-transferable.

Applicant's name (print or type) Phone Number

Street Address City State Zip

Email Address

Johnson County based organization Organization phone

Signature of Applicant Date

Signature of PATV representative Date

I certify that I am the parent or guardian of the above applicant a minor under the age of eighteen years. I hereby agree to assume legal responsibility for his/her activities referred to in this Statement of Compliance

Signature of Applicant's Parent or Guardian Date

