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Producer Contract
Single Program

FILL IN ALL APPLICABLE INFORMATION BELOW:

Program Title: \_\_\_\_\_ Approx. Length: \_\_\_\_\_ minutes

Facilities Requested: (check all that apply) [ ] None [ ] Studio [ ] Editing [ ] Portable (EFP)
(if PCTV facilities are requested, please review and sign reverse side of this form)

Format: [ ] Recorded [ ] Live Type: [ ] MiniDV [ ] S-VHS [ ] VHS [ ] DVD [ ] DVC Pro

Location of Production: [ ] Pittsfield [ ] Berkshire County [ ] Outside

Allow Duplication of Program by PCTV: [ ] Yes [ ] No

Agreement:

I/we, the undersigned, hereby agree to become a Program Producer at Pittsfield Community Cable Broadcasting, Inc. a/k/a Pittsfield Community Television. As a Program Producer, I/we agree to indemnify and hold harmless both Pittsfield Community Television and Time Warner Cable against any claims arising out of any program or program material produced and/or cablecast, including, but not limited to claims in the nature of libel, slander, invasion of privacy or publicity rights, non-compliance with applicable laws, license fees and unauthorized use of copyrighted material, including reasonable attorneys' fees.

I/we agree not to produce and/or cablecast any programming for air from which revenue is derived, by any party, and programming the purpose of which is to conduct trade or commerce. This stipulation does not include programming supported by underwriting grants or contributions of any kind, or programming supportive of Pittsfield Community Television. I/we will abide by PCTV Operating Rules and Procedures as may from time to time be amended.

I/we agree to assume full responsibility for damage to or loss of property or access equipment resulting from negligent use. I/we agree to reimburse Pittsfield Community Television for the full market value of such equipment for replacement or repair. I understand that negligent use of equipment and facilities will result in the forfeiture of the right to use such equipment in the future. I/we agree to use loaned access equipment only for the purpose of producing video programming which will air on the access channel(s), unless given prior approval by staff, or in a rental situation.

I/we understand that only members who are 18 years of age or older may borrow equipment or be a Program Producer.

I/we understand that PCTV is not obligated to cablecast any programming produced outside Pittsfield, Massachusetts. Such programming will be assigned cablecast time on a first-come, first-served, non-discriminatory basis, as available, by the appropriate Access Channel Coordinator according to scheduling priorities set forth in the Operating Rules and Procedures manual.

"I understand and agree to the terms and conditions of the above agreement"

Producer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (please print) Organization (if applicable) email address

Residential (street) address Mailing Address (if different)

City or Town State Zip Home Telephone Daytime Telephone

[ ] Do not include my information in published lists that may be distributed to PCTV members.

Office Use Only
[ ] Public Date of Contract: \_\_\_\_\_ Scheduled: \_\_\_\_\_
[ ] Education Expiration Date: \_\_\_\_\_ Coordinator Initial: \_\_\_\_\_
[ ] Government

Coordinator Approval: \_\_\_\_\_ Executive Director Approval: \_\_\_\_\_

# Facilities Use Agreement:

I understand and agree to the following (check all facility requests that apply):

All Facility Requests:

- ◆ I agree to follow all By-laws, Operating Rules & Procedures, and policies of Pittsfield Community Television, as amended from time to time, and to follow any PCTV procedures and guidelines specific to the use of any facilities I am requesting.
- ◆ I understand that failure to abide by this agreement may jeopardize the status of this agreement, and may mean suspension or forfeiture of membership privileges to use or borrow access equipment.

Studio Facility Requests:

- ◆ I am responsible for pre-arranging a schedule of live or pre-recorded production dates with the appropriate Access Channel Coordinator, and confirming these dates by telephone at least one week prior to the (live) program cablecast date or production date.
- ◆ I am responsible for assembling a production crew to successfully create this program, who must all be members of PCTV and trained in the proper use of the production equipment. I will confirm the attendance of the crew at least one week prior to the (live) program cablecast date or production date.
- ◆ I will arrange for at least five (5) crew members for every studio production I produce. I will keep a written list of crew names and telephone numbers.
- ◆ I am responsible for calling my guests and confirming their appearance on my program at least one week prior to the (live) program cablecast date or production date.
- ◆ I understand that I am responsible for the conduct of my crew and guests while they are assembled to produce this program.
- ◆ My production crew and I will arrive at least one hour prior to the time of the start of the production, to complete the pre-shooting checklist.
- ◆ I will provide a list of finished program(s) to the appropriate Access Channel Coordinator, containing program descriptions where applicable, in order for the programs to be placed in the programming schedule. I will provide the program(s) and descriptions to the Coordinator no later than the Thursday prior to desired week of cablecasting. I understand that if I do not deliver the program by this deadline, the program will not be cablecast during that desired week.

Editing Requests:

- ◆ I am responsible for arranging editing time with the appropriate Access Channel Coordinator, and it is my responsibility to request editing assistance, if necessary, when I schedule edit suite time.
- ◆ I understand that if I am late for my scheduled editing time, without notifying PCTV, the balance of my scheduled time may be forfeited to another member.

Portable (EFP) Equipment Requests:

- ◆ I am responsible for arranging for the sign-out of portable production equipment with the appropriate Access Channel Coordinator. I agree to arrive at the appropriate time and allow time for the full sign-out procedure, including testing of equipment. I agree to return the equipment at the appropriate time, and again allow time for the full sign-in procedure.
- ◆ I understand that returning borrowed production equipment late, especially when this impacts other members' use of such equipment, will result in the suspension or forfeiture of equipment privileges in the future.

**Program Producer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_