



PRODUCER AGREEMENT AND INDEMNIFICATION FORM

1. The Producer/Program Submitter (Producer) assumes all responsibility as originator, author, or distributor of any of the Producer's programming carried by Penfield Community Cable TV access channels. The Producer agrees to indemnify, hold harmless, and defend Town of Penfield & Penfield Community Cable TV and each of its officers, employees, agents and volunteers 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 Producer in connection with its utilization of the Penfield Community Cable TV access channels.
2. The Producer 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. Town of Penfield shall have the right to participate in such defense with counsel selected by it at the Producer's expense and User agrees that it will cause its counsel to cooperate with the Town of Penfield and its counsel.
3. The Producer individually and, if applicable, on behalf of all members of the organization of which the Producer is a member hereby releases Town of Penfield Community TV and its successors from any action, claim, and demand in connection with programming of material carried on the Penfield Community TV channels including without limiting the generality of the foregoing any mistakes, omissions, or interruptions in the cablecast of the Producer's material, any changes in scheduling the Producer's material or failure to cablecast such material.
4. The Producer warrants and represents that the program does not contain:
 - a) Direct solicitation, advertising, bartering, or promotion of commercial products, services or transactions;
 - b) Material that is slanderous, libelous, an invasion of privacy, or unlawfully made;
 - c) Material that is obscene: Obscenity is defined as material that the average person, applying contemporary community standards, would find that, considered as a whole, its predominant appeal is to the prurient interest in sex and it depicts or describes in an offensive manner, actual or simulated: sexual intercourse, sodomy, sexual bestiality, masturbation, sadism, masochism, excretion, or lewd exhibition of the genitals, and considered as a whole lacks serious literary, artistic, political, and scientific value;
 - d) Unlawful use of material requiring union, residual, or other payment including, but not limited to, the talent and crew;
 - e) Unlawful use of material that is copyrighted or subject to ownership or royalty rights, right of publicity, or other payment.
5. The Producer further warrants and represents that its material does not violate the provisions or rules and prohibitions set forth by the FCC, the Town of Penfield, or any public regulatory agency established by statute, administrative rule or other agreement.
6. The Producer releases Town of Penfield Community Cable TV, 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 Penfield Community TV resulting in damage or loss of submitted programs. In such cases of gross negligence, liability will be limited to the cost of replacing blank media in exchange for that submitted for cablecast. Town of Penfield & Penfield Community Cable TV 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 media as well as any other related expenses.

I hereby certify that I have read the Penfield Community Access Channel Policies & Procedures and items one thru six (1-6) listed on page one, (1) of this form and that the program submitted complies with these policies.

Program Title as it appears on the *Program Submission Form*

Date

Producer (Print Name Legibly)

Producer (Signature Required)

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

Name of organization (if applicable)