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A. Introduction

HCAM-TV (Hopkinton Community Access & Media, Inc.) is a non-profit, tax exempt charitable community television corporation, created pursuant to the cable television renewal license issued to Comcast by the Hopkinton Board of Selectmen. The renewal license assigns HCAM-TV cable operator funded studio equipment and responsibility for the operation of cable system community access channels. The Board of Directors are to have three (3) directors elected by the members of the organization and one member each appointed by the Board of Selectmen and the School Superintendent.

The day-to-day operations of HCAM-TV are the responsibility of the Station Manager, who is hired by the HCAM Board of Directors, and whose general duties are subject to the ultimate control of the Board of Directors, subject to applicable law.. The Station Manager is responsible for overseeing the procurement, maintenance and scheduling of facilities and equipment, training and technical support for Access Producers, managing the HCAM-TV budget, and outreach and office duties required for the operation of the studio, subject to Board of Directors control consistent with the organization's by-laws.

B. Mission Statement

The purpose of HCAM-TV is to promote the charitable purpose of providing the general public and the Town of Hopkinton with a vibrant community access television station, which informs, educates and entertains our community while providing our members a fulfilling, creative and powerful outlet for their work.

C. Membership

1. Eligibility:

Hopkinton residents and community organizations based in Hopkinton are eligible for membership in the corporation. HCAM-TV does not discriminate on the basis of age, sex, race, physical disability, or religious or political beliefs.

2. Categories and Qualifications:

Associate Member – Completing and returning to the corporation an Access Membership Enrollment Form. Paying the prescribed membership dues (see Section J - Fee Schedules).

Access Producer – Completing and returning to the corporation an Access Membership Enrollment Form. Successfully completing a minimum of one Production Workshop. Producing or crewing on a

minimum of one Access Production in any six-month period. Age eighteen or older.

Junior Access Producer – Completing and returning to the corporation an Access Membership Enrollment Form. Successfully completing a minimum of one Production Workshop. Producing or crewing on a minimum of one Access Production in any six-month period. Age seventeen or younger.

Organizational Member – Open to community organizations. Completing and returning to the corporation an Access Membership Enrollment Form. Paying the prescribed membership dues, or producing a minimum of one organization-based Access Program in any six-month period (see Section J - Fee Schedules).

3. Privileges:

Associate Member – May submit programming for cablecasting on HCAM-TV.

Access Producer – May utilize resources of HCAM-TV upon attainment of relevant certification.

Junior Access Producer – May utilize resources of HCAM-TV upon attainment of relevant certification. Junior Access Producers must have written permission from a parent/guardian accepting responsibility and liability for production equipment and/or appearance of any minors on a cablecast program. Junior Access Producers must be accompanied by an adult when using HCAM-TV facilities.

Organizational Member – May utilize resources of HCAM-TV upon attainment of relevant certification by members of the organization.

4. Production Workshops:

HCAM-TV provides regularly scheduled training sessions to teach the fundamental skills required to operate our production equipment. These Workshops are offered at no charge, as frequently as necessary, subject to availability of resources, in various time periods. HCAM-TV also provides for the testing of those who have, either on their own or through other professional training, achieved a sufficient proficiency in the required operational skills to render it redundant for them to participate in a course such as described below.

HCAM-TV's Workshops are offered in a sequential order. This method provides training in a systematic way, allowing Producers to practice their knowledge and gain confidence as their skills are reinforced.

The prerequisite for each workshop is to attend the one listed before:

Introduction to Access TV – Access Producer
Camera Operator
Control Room Technician
Director
Editor

5. Public Record:

HCAM-TV maintains the following public records:

Producer List – HCAM-TV maintains an accurate, up-to-date listing of all access users who have attained certification and the level of certification that they have obtained. This list includes each user's name, address, telephone number, and email address and is available for viewing at the station during normal station hours and on a password-protected area of HCAM-TV's website.

Daily Program Logs – HCAM-TV maintains an accurate, up-to-date daily log of all programs that have been cablecast or re-cablecast on channel 8 during the last 24 months. Request for Cablecast forms are maintained as part of this record, and is available for viewing at the station during normal station hours.

D. Equipment and Facility Policies

1. In consideration for the use of the facilities and equipment provided by HCAM-TV for access TV programming, each user agrees as follows:

- They have read and understand the contents of the Information Manual for Community Access Users.
- They agree to exercise reasonable care in use of the equipment, and agree to pay the costs of any repair or replacement of equipment or materials resulting from misuse, loss, theft or vandalism while the equipment is in their possession or control. They agree to return the equipment at the time stated, and to pay HCAM-TV the cost for repair or replacement. The cost of each equipment item will be determined by the current market value in HCAM-TV's sole discretion. They agree to pay reasonable attorneys' fees and collection costs incurred by HCAM-TV in

collecting or attempting to collect any sums due.

- They agree that the intended use of the equipment is to produce programming for HCAM-TV, and that, unless otherwise stated, the equipment will not be used in any way for personal profit or remuneration. They further agree that the equipment will not be used in violation of any State or Federal laws, including without limitation U.S. Copyright laws, and that programming will comply with the related by-laws, if any, of the Town of Hopkinton.

HCAM-TV makes no representation and provides no warranty of any kind about its equipment, including without limitation, its suitability, reliability and availability and such equipment is provided “as is” and on an “as available” basis. HCAM-TV disclaims all express warranties and all implied warranties and conditions of merchantability, non-infringement, and fitness for particular purpose.

- In no event shall HCAM-TV be liable for direct, indirect, compensatory, punitive, incidental, special, consequential damages or any damages whatsoever, including without limitation damages for its equipment whether based on contract, tort, negligence, and strict liability or otherwise even if HCAM-TV has been advised of the possibility of damages. Some jurisdictions do not permit the exclusion or limitation of implied warranties or the exclusion of certain types of damages. Therefore, if required by applicable law, some of the foregoing exclusions may not apply.
- Access users agree to indemnify HCAM-TV from and against any and all liabilities, expenses (including without limitation attorneys’ fees) and damages arising out of claims based upon the equipment, or condition of the equipment, including without limitation, any claim of fraud, misrepresentation, infringement of intellectual property or any other rights associated with the equipment or the condition of the equipment. HCAM-TV will notify the access user promptly of any claim for which HCAM-TV seeks indemnification and will afford them the opportunity to participate in the defense of such claim, provided that their participation will not be conducted in a manner prejudicial to HCAM-TV’s interests, as reasonably determined by HCAM-TV.

False or misleading statements made in any application for equipment or facilities are grounds for forfeiture or suspension of the privilege to use HCAM-TV equipment and facilities, subject to lawful procedures including notice and an opportunity to be heard.

2. Availability and Scheduling

An access user who has attained certification on the desired equipment must submit a Facilities Usage Request Form at least one week prior to the requested date. Facility time is scheduled on a non-discriminatory

basis, subject to scheduling as may be reasonably necessary and customary for a television station.

Facility time may not be reserved during Production Workshops. Priority is given to workshop classes in order to expedite the training and certification of interested access users. Facility time may also not be reserved during a maintenance session in order to insure that the equipment is in good working order for all access users.

During periods of heavy use, HCAM-TV may limit the availability of facility time to individuals in order to maximize the number of access users able to participate.

2. Usage

The access user shall present himself/herself in a timely manner when using the facilities in order to properly prepare the necessary equipment, sets and personnel for the production of the requested taping or cablecast.

The access user shall also be prepared with the necessary number of skilled and certified production assistants in order to successfully complete his/her production and must formally request in advance any assistance desired from HCAM-TV staff.

The access user must present him/herself in a timely manner at reserved pick-up and drop-off times for portable equipment. He/she bears responsibility for allowing approximately one-half hour for pick-up and drop-off of equipment for a review/condition check.

The access user is responsible for replacing equipment stolen, lost or damaged during the time it is in their possession or use. Normal wear and tear malfunctions must be reported to HCAM-TV staff.

E. Programming

1. When an access user applies to HCAM-TV for playback of programming, such use shall be in accordance with the following:

- The access user understands and agrees that he/she is responsible for his or her own programming and for any liability resulting therefrom. In no event shall HCAM-TV be liable for any direct, indirect, compensatory, punitive, incidental, special, consequential damages or any damages whatsoever, including without limitation damages in connection with the access users' use of the channel whether based on contract, tort,

negligence, and strict liability or otherwise, even if HCAM-TV has been advised of the possibility of damages. Some jurisdictions do not permit the exclusion or limitation of implied warranties or the exclusion of certain types of damages. Therefore, if required by applicable law, some of the foregoing exclusions may not apply.

In accordance with Federal Communications Commission ("FCC") regulations and applicable federal, state and local law, HCAM-TV will permit the access user to cablecast their program material over the Hopkinton Community Access cable, at times and dates approved by HCAM-TV.

- Access users agree to indemnify HCAM-TV and the Town from and against any and all liabilities, expenses (including without limitation attorneys' fees) and damages arising out of claims based upon their use of the channel, including without limitation, any claim of fraud, misrepresentation, defamation, infringement of intellectual property or any other rights or claims associated with or arising in connection with their use. HCAM-TV will notify the access user promptly of any claim for which HCAM-TV seeks indemnification and will afford him/her the opportunity to participate in the defense of such claim, provided that their participation will not be conducted in a manner prejudicial to HCAM-TV's interests, as reasonably determined by HCAM-TV. Upon request of HCAM-TV access users shall sign a user agreement reflecting these and other applicable requirements.
- HCAM-TV will maintain and make available for public inspection, a record of all persons and entities applying for use of the channel and the access user agrees that the Application for Program Cablecast forms may be used as such a record.
- The access user acknowledges and agrees to comply with all state and federal copyright laws and other intellectual property laws regarding his/her programming and the use of the channel, and warrants and represents that his/her program does not infringe the copyrighted material or any other intellectual property of any third party whatsoever. In the event the access user's program infringes the copyrighted material or intellectual property or any other lawful and valid rights of any third party, HCAM-TV may seek indemnification from the access user.
- HCAM-TV makes no representation and provides no warranty of any kind about the access user's use of the channel, including without limitation, its suitability, reliability and availability and such use of the channel is provided "as is" and on an "as available" basis. HCAM-TV disclaims all express warranties and all implied warranties and conditions of merchantability, non-infringement, and fitness for particular purpose.

2. Channel Time Availability

Requests for cablecast time, whether live or taped, shall be submitted to HCAM-TV staff on a Request for Cablecast Form at least two weeks prior to the desired time slot. HCAM-TV staff will respond within three business days. When characteristics of a particular program prevent a two week lead time (such as an emergency governmental meeting), HCAM-TV will make reasonable efforts to waive this requirement. HCAM-TV reserves the right to schedule programs and playback at its sole discretion, using fair and equitable criteria.

Hopkinton-based and/or related productions shall in all cases take scheduling precedence over those not produced by HCAM-TV access users.

3. Scheduling Requirements and Priority

Priority - Whenever requests for time exceed the availability for the requested date or time period, the following priority shall apply:

Scheduled and publicly advertised LIVE cablecasts.

Late-breaking, non-advertised LIVE cablecast.

Scheduled and publicly advertised non-live cablecasts.

A new episode of a series in a normal time slot on a normal day.

A first-time access user request.

When two or more similarly qualified users request the same cablecast time, the request received first shall take precedence.

4. Content, Prohibitions and Clearances

HCAM-TV schedules and operates a shared Community/Governmental access channel. Our purpose is to present programming that is informational, educational, entertaining, and which relates to and enriches the community of Hopkinton.

Neither HCAM-TV, nor the Town of Hopkinton exercises control over the content of the public access programs, and the access user, limited only by applicable law or FCC imposed restrictions, has control over the content of the program. Consistent with the foregoing, in the event that a particular program is found to be in violation of law and applicable requirements, HCAM-TV reserves the right to take such steps as are lawful and appropriate with respect to programming in violation of law and applicable requirements. Government access programming may be determined by the Issuing Authority, however HCAM-TV, like other access centers, does not engage in regular pre-screening or editorial control and therefore is not liable for the content of its users .

Programs in violation of applicable federal, state or local law are prohibited, including but not limited to the following::

- a. Solicitation for goods, services or funds for entities other than non-profit corporations or bona fide charitable causes, subject to such further rules governing same as may be adopted by the Board of Directors and as are lawful for public access corporations.
- b. Advertising designed to promote the sale of commercial products or services, including advertising by or on behalf of candidates for public office and including advertising for ballot issues. Bona fide political programming, but not political advertising, is permitted.
- c. A commercial lottery, commercial raffle or commercial auction or any advertising or information concerning a commercial lottery, raffle or auction.
- d. Obscene or indecent material, to the extent restricted or subject to restriction on a cable channel under local or state law.

5. Technical Requirements

Programming requested for playback must meet minimum quality standards for cablecast. HCAM-TV reserves the right to pre-screen programs. If programming does not meet technical standards to provide a clear, stable picture and strong audio, or does not comply with FCC regulations and the law, HCAM-TV will refuse the request for playback.

Programming must be in one of the following formats:
DVD, Mini-DV, S-VHS, VHS.

All programming submitted for playback must be clearly and neatly labeled with the following information on the box and on the spine or face, as applicable:

- a) Title of Program
- b) Producer's Name
- c) TRT (Total Running Time of program)

The beginning of DVD programming must contain:

- a) 10 seconds of standard black.
- b) The DVD must NOT be set for auto-play

The beginning of videotape programming must contain:

- a) 10 seconds of academy leader (countdown followed by 2 seconds black).
- b) All tapes must be recorded in Standard Play mode.

The end of all programming must contain:

- a) Appropriate production credits.
- b) HCAM-TV credit (Produced at HCAM-TV)
- c) 30 seconds of standard black.

6. Underwriting, Sponsorships, Grants and In-Kind Acknowledgments

Access users may seek individuals or corporations to underwrite expenses of their production, such as set materials, DVD stock, duplicating and distribution costs, talent or professional services costs, however, underwriting is allowed subject to the condition that it be in accordance with the underwriting standards used by not-for-profit organizations such as the Public Broadcasting System, which standards allow certain identification of , and further details of HCAM's underwriting standards are set forth below.

In recognition of their contribution, underwriters may be given on-air credit according to the following guidelines. In-kind acknowledgments for program guests must also follow the below guidelines (such as a veterinarian appearing on a pet show or a lumber yard donating materials for a set). Each notice of underwriting requires payment of the standard Underwriting Rate to HCAM-TV (see Section J - Fee Schedules).

The purpose of the underwriting guidelines is to promote or clearly identify the underwriter, not to promote or sell a product or service.

The follow video is permissible:

- a.) Standard or existing corporate logos or slogans, still or animated, which identifies but does not promote.
- b.) One corporate mascot (such as the Exxon tiger), accompanied by the company's name.
- c.) One specific product line or brand name, after the company's name/logo. Symbolic depiction of up to three generic product lines or services, in addition to the one specific product. Total product depiction must be limited to no more than 50% of the entire credit.
- d.) Business exteriors, particularly when they are best representation of a sponsor's product/services (such as a bank or hospital).
- e.) Location information, website URL, street address, or general reference to area served.

The following practices tend to convey a more commercial impression and may not be used:

- a) Products in use or operation for the purpose of demonstrating their performance characteristics.
- b) Packaged goods (such as food products) shown outside the container or package, or in a prepared state.
- c) Depiction of tobacco products, distilled spirits, or firearms.
- d) Official spokespersons, company officials, directors or actors posing as "generic" employees.

The following audio is permissible:

- a) Brief value: neutral descriptions of product, service or target markets.
- b) Location information: street address or general reference to area served.
- c) Music and sound effects are permitted. Lyrics sung to music may not be used.

The following audio is not allowed:

- a) Comparative claims: Donor acknowledgments that contain descriptive language comparing sponsor's products or services with those of competitors are not permitted. Avoid words such as: Best, Better, More, Superior.
- b) Qualitative claims: Sponsor acknowledgments that contain qualitative descriptions of the product or service are not permitted. These include words that describe the features, benefits, advantages or other qualities offered by the product or service. Avoid words such as: Fine, Excellent, Tasty or Leading.
- c) Solicitations: Announcements that contain a "Call to Action" are not permitted. Most Calls to Action contain imperative language. A statement addressed directly to the viewer that tells the viewer to take action.
- d) Pricing information: Announcements containing price information are not permitted. This includes interest information or other indications of savings or value associated with the product or service.
- e) Inducements to buy, sell, rent or lease are not permitted.

All sponsor credits will be no longer than 10 seconds in length unless the sponsor is an exclusive underwriter.

7. Telethons & Auctions

Live telethons or auctions may be produced by a Hopkinton not-for-profit corporation. Due to the complexity of these endeavors, HCAM-TV staff must be involved in the production. In recognition, a Production Fee must be provided to HCAM-TV (see Section J - Fee Schedules).

8. Political Programming

HCAM-TV staff will not participate in the production of political programming, except in balanced, nonpartisan open forum formats or regularly scheduled government meetings. Current elected officials who have qualified for election/re-election to any elective office will be shown only in the performance of their official duties: conducting official business at meetings or incidental appearances in other programming.

There will be no cablecasting of political programming, produced by or for a legally qualified candidate, within the last seven days prior to an

election, except for replays of programs that were previously cablecast or official governmental meetings.

Political candidates and advocates of ballot issues are afforded all of the rights and privileges granted to all access users. HCAM-TV sincerely hopes that all candidates for offices affecting our Town will use access TV to inform the electorate as to the candidate's strengths and ideas. Accordingly, candidates and ballot issue advocates should understand that cablecasting of their bona fide programming requires their producing such programming themselves except that forums for all candidates, such as debates, or candidate night programming, where all candidates are invited to participate equally, or ballot question debates, may be produced by HCAM-TV staff.

9. Outside Programming

Programming which is created outside of HCAM-TV's facilities may be requested for cablecasting by Hopkinton residents. Such programming must follow all of the technical and legal requirements enumerated within these guidelines. In addition, all outside programming must be identified on HCAM-TV's Program Guide on our website and TV bulletin board as "Sponsored in Hopkinton by: {requestor's name}, {requestor's address}"

Outside programming may not exceed 25% of HCAM-TV's playback schedule. When requests exceed this limit, tapes shall be selected for cablecasting by lottery.

In addition to the technical requirements of Section 5, outside programming must be 29 minutes long plus one minute of black, or 58 minutes long plus two minutes of black.

10. Ownership and HCAM-TV Program Rights

Ownership of community programming is shared between the access user and HCAM-TV. HCAM-TV has the right to maintain a copy of any program produced with HCAM-TV equipment in our library and to cablecast that program an unlimited number of times.

HCAM-TV has the right to use programs for promotional purposes related to HCAM-TV, and to offer copies of programming produced on HCAM-TV equipment for private use at standard rates (see Section J - Fee Schedules). The access user may use HCAM-TV equipment to make one copy of their program for their use at no charge.

After one year an access user may request, in writing, that their program not be cablecast further.

The access user's and HCAM-TV's recording, reproduction, and exhibition of any likeness, words, and actions for broadcast, cablecast, or other methods of distribution shall be by the access user and HCAM-TV, in their sole and absolute discretion, subject to limitations of applicable law, and such recording, reproduction and exhibition does not create any legal, equitable, intellectual property, including copyright, or any other rights whatsoever to such video tapes and live television program derived from the Project. Notwithstanding the foregoing, access user is solely responsible for any liabilities arising in connection with a cablecasting of his/her own program when such cablecasting is initiated by access user.

Program participants give up all legal, equitable, intellectual property, including copyright, or any other rights concerning the access user's and HCAM-TV's recording, reproduction, and exhibition of any name, likeness, words, and actions for broadcast, cablecast, or other methods of distribution of the Project in the form of video tapes and live television programs.

11. Programming Duplication and In-Studio Viewing

Access users may duplicate their programming on HCAM-TV equipment for non-profit purposes such as airing on other access stations, submittal to the library, awards programs, etc. Blank tape stock and DVD's are available for purchase for these purposes.

Copies made by the access user for the purpose of selling for private use must be purchased at standard rates (see Section J - Fee Schedules).

Hopkinton residents may request to view any HCAM-TV programming at our studio at no charge. These requests will be honored as time allows. Requests for in-studio viewing of programs will be charged according to standard rates (see Section J - Fee Schedules).

G. Community Bulletin Board

Whenever programming is not airing on channel 8, a community bulletin board shall air, including local interest bulletins, governmental messages, and the HCAM-TV program guide.

Community messages must be submitted on a Community Bulletin Board Form or via the HCAM-TV website, at least one week prior to the requested start date. The following categories of messages are permissible:

Community Organization: A bulletin from a non-profit, community organization that has representation in Hopkinton. This message will run up to two weeks with a standard font over a standard background.

Organizational Member Message: A bulletin from a non-profit, community organization that has representation in Hopkinton that is also a subscribing member to the HCAM-TV Bulletin Board (see Section J – Fee Schedule). This message will run for up to three weeks and utilize additional font/background selections. Specialized graphics and photos are also available to members.

Community Event/Interest: A bulletin from an individual concerning a community event or acknowledgment. Examples are: yard sales, lost pets, team congratulations. This is a fee-based category (see Section J – Fee Schedule).

H. Code of Conduct

HCAM-TV seeks to provide a safe and professional environment to create valuable non-commercial community TV. Therefore, the following standards of conduct have been developed. Violation of any of these codes can result in a loss of privileges to HCAM-TV facilities and equipment.

1. It is important to treat each other with consideration and respect.
2. Our work environment models safety and neatness.
3. We work together in a team environment.
4. Alcohol, tobacco and illicit drugs are not allowed on HCAM-TV property.

I. Violations, Grievance Procedures

The HCAM-TV Station Manager shall arbitrate [and/or mediate?] any disputes arising between access users or concerning station policies or scheduling activities, however any such process shall follow reasonable notice to participants or affected parties and shall allow such parties a reasonable opportunity to be heard.

Failing an agreement, or after mediation, any dispute may be brought to the HCAM-TV Board of Directors, who shall have final authority. Prior to taking up a dispute for formal resolution, the Board shall provide the access user with notice of the gist of the dispute, violation or grievance and shall provide for a reasonable opportunity to be heard on the matter, allowing for a fair and reasonable process. The Board shall in its resolution of such dispute consider diverse remedies as deemed just, including warnings, conditional probation, suspension and more extended terminations and shall make a finding or findings concerning its resolution of a matter.

J. Fee Schedules and Forms (attachments)

Membership Fees:

Associate Member	\$15 per year
Hopkinton Organizational Member	\$50 per year
Regional Organizational Member	\$50 per year

Community Bulletin Board Sponsorship

30 days	\$125
15 days	\$75
7 days	\$50

Program Sponsorship Rates

Selectmen Meeting	\$75 per meeting
School Committee Meeting	\$75 per meeting
Episodic/Special Programming	\$50 per episode

PSA Production Rates

Hopkinton-based PSA	\$50 per PSA
Area-based PSA	\$100 per PSA

Other Fees

Community Interest Bulletin (Two week run time)	\$10
Telethon Production Fee	\$1,000
Program Purchase	\$25 per tape
Program Purchase (Senior Discount)	\$15 per tape
Government Meeting Purchase (by gov. group)	\$15 per tape
Studio Viewing - \$25 per hour	

Other Fees (usage by non-profit organizations)

Studio Use	\$400 per hour
Non-linear editing	\$110 per hour
Portable Camera	\$200 a day
Program Dubbing	\$30 per hour