



Application For Program Cablecast

Hopkinton Community Access & Media

SERIES

The undersigned (Applicant) hereby applies to Hopkinton Community Access & Media, Inc. (HCAM) for the use of the designated Hopkinton Community Access Channel (Channel) on Comcast and Verizon. The Applicant hereby acknowledges and agrees that such use shall be in accordance with the following terms and conditions:

1. In no event shall HCAM be liable for any direct, indirect, compensatory, punitive, incidental, special, consequential damages or any damages whatsoever, including without limitation damages in connection with the Applicant's use of the channel whether based on contract, tort, negligence, and strict liability or otherwise, even if HCAM 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.
2. In following with Federal Communications Commission (FCC) regulations, HCAM will permit the Applicant to cablecast the Applicant's program material (program) over the Hopkinton Community Access cable channel, at times and dates approved by HCAM.
3. Neither HCAM, nor the Town of Hopkinton has control over the content of the program, and the Applicant, limited only by FCC imposed restrictions, has absolute control over the content of the program.
4. Programs containing the following is prohibited in accordance with FCC Access Regulations:
 - a. Direct or indirect solicitation for goods, services or funds.
 - b. Advertising designed to promote the sale of commercial products or services, including advertising by or on behalf of candidates for public office.
 - c. A lottery or any advertising or information concerning a lottery. This includes raffles and auctions.
 - d. Obscene or indecent material, as identified by local or state law.
5. Applicant agrees to indemnify HCAM from and against any and all liabilities, expenses (including without limitation attorneys' fees) and damages arising out of claims based upon the Applicant's use of the Channel, including without limitation, any claim of fraud, misrepresentation, infringement of intellectual property or any other rights associated with the Applicant's use of the Channel. HCAM will notify the Applicant promptly of any claim for which HCAM seeks indemnification and will afford the Applicant the opportunity to participate in the defense of such claim, provided that the Applicant's participation will not be conducted in a manner prejudicial to HCAM's interests, as reasonably determined by HCAM.
6. HCAM will maintain and make available for public inspection, a record of all persons and entities applying for use of the Channel and the Applicant agrees that this Application may be used as such a record.
7. The Applicant acknowledges and agrees to comply with all state and federal copyright laws and other intellectual property laws regarding its programming and the use of the Channel, and warrants and represents that its program does not infringe the copyrighted material or any other intellectual property of any third party whatsoever. In the event Applicant's program infringes the copyrighted material or intellectual property of any third party and HCAM is sued for such infringement, HCAM will seek indemnification from the Applicant in accordance with Section 5.
8. HCAM makes no representation and provides no warranty of any kind about its 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 disclaims all express warranties and all implied warranties and conditions of merchantability, non-infringement, and fitness for particular purpose.

Signed: _____

Date: _____

All outside programming is preceded by a slate which reads:

The following program is sponsored on HCAM-TV by Hopkinton resident:

< **Your Name** >

and does not represent the views or opinions of HCAM, its staff, or directors. HCAM has no editorial control over the program, and makes no claim or statement regarding its content.

Name: _____

Address: _____

Telephone: _____ Email: _____

Organization (if any): _____

Address: _____

Telephone: _____ Website: _____

Series Title (if applicable): _____

Frequency of Episodes (if applicable): _____ (A Series is defined by at least 1 show per month, at least 6 per year)

Length of Episode(s): _____ Must be exactly 28 or 58 minutes (or 88 minutes, etc.)

Requested number of times program(s) to air: 1 2 3 4+

Format: DVD MPEG For return of DVD(s), check box: (proper postage and mailer required)

Non-Crew Members: Cablecast Requests require Associate Membership (yearly fee: \$15). Checks payable to **HCAM**, thanks!

Episode Titles and Requested Air Dates: Check to request playback slots as available
(Include STOP DATES where applicable)

Procedural Information:
You may request particular days and times for your program to playback, but HCAM scheduling is performed by staff.

Programs may air up to four times.

Hopkinton-produced programming receives priority.

This Application and the program must be submitted to HCAM by the 15th of the preceding month.

Technical Specifications:
There must be no leader before the show, and several seconds of black following the program.

DVDs must be recorded as First Run: top menu.

Program length must be 28 or 58 minutes (or 88, etc.).

The program must meet reasonable video and audio quality levels in order to playback on our equipment.