



## Application For Program Cablecast Hopkinton Community Access & Media, Inc.

The undersigned ("Applicant") hereby applies to Hopkinton Community Access & Media, Inc. ("HCAM-TV") for the use of the designated Community Access Channel 8 ("Channel"). 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-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 Applicant's 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.
2. In following with Federal Communications Commission ("FCC") regulations, HCAM-TV will permit the Applicant to cablecast the Applicant's program material ("program") over the Hopkinton Community Access cable channel 8, at times and dates approved by HCAM-TV.
3. Neither HCAM-TV, 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-TV 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-TV will notify the Applicant promptly of any claim for which HCAM-TV 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-TV's interests, as reasonably determined by HCAM-TV.
6. 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 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, HCAM-TV will seek indemnification from the Applicant in accordance with Section 5
8. HCAM-TV 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-TV disclaims all express warranties and all implied warranties and conditions of merchantability, non-infringement, and fitness for particular purpose.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

