



Statement of Compliance

Community Media Center of Marin

819 A Street, suite 21 • San Rafael, CA 94901 • 415 721-0636

A. I have read and agree to comply with the CMCM Policies and Procedures. I acknowledge that the Policies and Procedures may be amended from time to time by CMCM. All such amendments shall be posted at the CMCM office and web site. I certify that I am eligible to use the CMCM facility and channels because I am either a resident of Marin County or I represent a non-profit or business that serves Marin County residents.

B. Program material that I will record and/or submit for cablecast will not contain:

1. Material primarily designed to promote the sale of commercial products or services.
2. The solicitation or appeal for funds for any commercial purpose.
3. Material that constitutes or promotes any lottery or gambling enterprise.
4. Obscene material, which is defined by the U.S. Supreme Court in *Miller v. California*, 413 U.S. 15, 24 (1974): "A work which, taken as a whole, (1) appeals to the prurient interest, (2) depicts or describes sexual conduct in a patently offensive way, and (3) lacks serious literary, artistic, political, or scientific value." CMCM (its Board, agents, and employees) is not authorized to determine whether or not a program is obscene.
5. Material that constitutes libel, slander, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright, or that might violate any local, state, or federal law.
6. "Hate speech" or "fighting words," which are defined by the U.S. Supreme Court as "those, which by their very utterance inflict injury or tend to incite an immediate breach of the peace."

C. I assume full responsibility for the content of all program material cablecast and will ensure that such program material will not violate any right of any third party. I understand that CMCM will not prescreen or exercise prior restraint over my program, but if I violate third party policies and rules, they have the authority to pull my program from playback pending review.

D. I have obtained or, before the program material is distributed, will obtain all required approvals, clearances, licenses, etc. for the use of any program material I submit for distribution, including but not limited to approvals by broadcast stations, networks, sponsors, music licensing organizations, copyright owners, performers' representatives, all persons appearing in the program material, and any other approvals that may be necessary to transmit program material over the channels managed by CMCM and on the internet. I will submit copies of such clearances to CMCM upon request.

E. I agree to grant CMCM non-exclusive unlimited rights to cablecast or to post on the web any program I submit. I also agree to grant to CMCM the right to use all or part of my program for promotional purposes without any remuneration to me. CMCM may retain copies of content that I submit. I understand that CMCM is not responsible for loss of or damage to any such video/DVD I submit.

F. I agree to indemnify, defend and hold harmless CMCM, the County of Marin County, and its respective directors, officers, agents, and employees from and against any and all claims or other injury (including reasonable cost of defending claims or litigations) arising from or in connection with claims of loss or damage to person or property arising out of the failure to comply with CMCM Policies, any applicable laws, rules, regulations, or other requirements of local, state, or federal authorities, for claims of libel, slander, invasion of privacy, personal injury, or infringement of common law or statutory copyright, for breach of contract or other injury or damage in law or equity which claims result from the use of CMCM channel space, facilities, equipment, or other resources.

G. I understand that CMCM encourages me to obtain a homeowner's or renter's insurance policy that includes liability coverage to protect me in the event of a claim or litigation against me as a result of my use of CMCM channel space, facilities, equipment, or other resources.

H. I agree that I shall not represent myself or any other person involved in public or educational access programming activities as an employee, representative, or agent of CMCM.

I. In my use of CMCM channels, equipment, facilities, or resources, I agree to comply with all applicable rules and regulations of federal, state, or local governments and all other regulatory agencies, including the Federal Communications Commission.

J. I agree to pay the costs of any repair or replacement of equipment or materials resulting from damage, misuse, or theft while such equipment or materials are in my possession or control, normal wear and tear excepted.

K. I understand that programming produced using CMCM equipment or facilities must be cablecast at least once on a channel managed by CMCM prior to being screened elsewhere.

L. I understand that if any program created using CMCM facilities is sold or distributed for money, CMCM must be reimbursed for equipment rental and usage at the rate posted when the sale / distribution agreement was made.

M. I understand that false or misleading statements made in the Statement of Compliance or in the Program Submission Form are grounds for forfeiture of the right to use CMCM channel space, facilities, and equipment.

N. I understand and agree that I am an independent contractor and that no relationship of employer-employee or principal-agent exists between CMCM and myself.

O. Any waiver or any breach of this Statement of Compliance shall not waive any continuing or other breach of the same provision or any other provision of this Statement of Compliance.

P. Should a dispute arise between parties with respect to their rights and duties under this Statement of Compliance, the prevailing party in such dispute shall be entitled to recover its attorney's fees and cost incurred in connection therewith. Prior to the filing of any action, the producer agrees to enter into discussion with CMCM management for the resolution of disputes through informal grievance proceedings.

Q. This Statement of Compliance is non-transferable.

For all applicants (please print clearly)

Applicant's Full Name

Mailing Address (no P.O. boxes)

City

State

Zip Code

Phone Number

Email

Marin County Organization / Business Phone

Signature of Applicant

Date

Signature of CMCM Representative

Date

For underage applicants, a guardian's signature is required below (both must share the same address info above)

Signature of Guardian

Date

I certify that I am the parent or guardian of the above Applicant, _____, a minor under the age of eighteen years. I hereby agree to assume legal responsibility for his/her activities referred to in this Statement of Compliance.