

MetroEast Community Media
829 NE 8th Street Gresham, Oregon 97030 503-667-8848 FAX: 503-667-7710
PRODUCER LIABILITY AGREEMENT & INDEMNIFICATION

- A. Producer assumes all responsibility as producer, originator, author or distributor of any of producer's programming carried on the Public Access Channels of MetroEast Community Media or any other system on which the programming is carried. Producer agrees to indemnify MetroEast Community Media, the Mt. Hood Cable Regulatory Commission, Multnomah County, the City of Gresham, the City of Fairview, the City of Troutdale, the City of Wood Village, Comcast, Mt. Hood Community College and all of their respective boards of directors, and each of them, their officers, employees, and those of any other cable television system using producer's programming. The producer agrees to indemnify, hold harmless and defend the persons listed above and each of them from any liability, loss or damage, including reasonable attorney's fees and court costs either at the trial level or at the appellate level caused by or arising out of any material supplied by producer in connection with its utilization of the Community Access Channels, cablecasting equipment or producing equipment.
- B. Without limiting the generality of the foregoing, producer further agrees to indemnify, hold harmless and defend the above named individuals and organizations and each of them from any and all claims, damages, costs and liability of any nature whatsoever, including reasonable attorney's fees at the trial level and appellate level if suit or action is filed which may be imposed by reason of any claim that any material transmitted or disseminated by producer violates or infringes upon the rights, trade names, or the right of privacy of any other owner, licensor, copyright holder, writer, composer or other person, corporation, partnership or legal entity, or that said material constitutes libel or slander, and further that it does not violate the provisions or rules and prohibitions set forth by the FCC or any public regulatory agency established by statute, administrative rule or intergovernmental agreement.
- C. Producer agrees to defend all actions to which any indemnity stated herein applies and to conduct defense thereof at its expense and by its own counsel. MetroEast Community Media shall have the right to participate in such defense at producer's expense and by its own counsel and producer agrees that it will cause its counsel to cooperate with MetroEast Community Media.
- D. Producer individually and if applicable on behalf of all members of the organization of which producer is a member hereby releases MetroEast Community Media and its successors and assigns from any legal action, claims and demands whatsoever which the producer or its organization ever had, has and may have against MetroEast Community Media, its successors and assigns, including without limiting the generality of the foregoing any mistakes, omissions or interruptions in the cablecast.
- E. Producer agrees to comply with the requirements applicable to Public Access Channels set forth in the Cable Communications Service Franchise Agreement between Multnomah County, Gresham, Fairview, Troutdale, Wood Village and Comcast; the agreement between the Mt. Hood Cable Regulatory Commission and MetroEast Community Media, and specifically, but in limitation of the generality of the foregoing, producer agrees to comply with the rules adopted by MetroEast Community Media as stated in the *MetroEast Community Media Handbook*, which rules producer has read.
- F. Producer warrants and represents that the program does not contain:
 - 1) Any solicitation of funds or advertising of material designed to promote the sale of commercial products or services.
 - 2) Any material that is obscene, indecent, or an invasion of privacy.
 - 3) Any material concerning lottery information, gift enterprise, or similar scheme.
 - 4) Any material requiring union residual, or other payment including but not limited to talent and crew unless those payments have been executed or waived.
 - 5) Any material that is slanderous, libelous or made unlawful by any law instituted by a governmental body.
 - 6) Any material that is copyrighted or subject to ownership or royalty rights without necessary releases, licenses, or other permission.
- G. If any material included in the program is copyrighted or subject to ownership or royalty rights, union residuals, or other payment, producer will obtain all necessary permission, releases licenses and make all necessary payments to authorize cablecasting of any such material.
- H. Producer releases MetroEast Community Media, its directors and officers, agents and employees from all liability if the program is damaged, lost or stolen while in their custody.
- I. This liability and indemnification extends to programs and program material which producer submits to MetroEast Community Media for cablecast whether or not such material is produced in whole or in part by the use of MetroEast Community Media facilities.

Program Title _____ Prog. # _____ Date ____ / ____ / ____

Producer Name _____ Signature _____
or name of person submitting program (please print) (producer agrees with above terms)
Producers under 18 years of age must have signature of parent or guardian

Policy Regarding Disclosure of Information About Programming Appearing on the Community Access Network

The Community Access Network (CAN) is a regionally programmed channel seen on cable systems throughout the Portland/Vancouver metropolitan area. (CAN is seen on channel 11 on the Comcast cable system—the channel may vary in other cable systems.) Programming on the CAN channel is subject to the local rules and regulations of each individual cable television franchise area where CAN programming appears. These rules and regulations apply to all programs regardless of where the program originates. Producers submitting programming for cablecast on CAN are thereby subject to the rules and regulations of all cable franchise areas carrying CAN programming. Access centers submitting programming on the CAN channel will make the name, address and phone number of producers available upon request to any other participating access center. The access center requesting the information is then free to disseminate that information in accordance with their particular policies. Since some centers provide this information to the public upon request, a producer's name, address and telephone number may be made available to any member of the public at any time.

Check here if you do *not* want your program to be scheduled on the Community Access Network 3/06