

"Speak Out" User Agreement

This "Speak Out" User Agreement is made this _____ day of _____, 200____, by and between _____ whose address is _____ (hereinafter, "User"), and MetroEast Community Media (formerly Multnomah Community Television), whose address is 829 NE 8th St. Gresham, Oregon 97030, an Oregon nonprofit corporation ("MetroEast").

RECITALS:

- A. MetroEast is a nonprofit corporation created to provide the public with the opportunity to communicate through video about subjects of interest to the community. "Speak Out" is a live, weekly cable access program produced in MetroEast's studios which permits a user to present a 13-minute message (the "Program") without complex technical training, and without cost. The Program features live, call-in capability.
- B. User has requested, and MetroEast has agreed, to make available MetroEast's "Speak Out" studio facilities for the production and broadcast of User's Program.

NOW THEREFORE, in consideration of their mutual promises contained herein, the parties covenant and agree as follows:

1. The foregoing paragraphs are contractual, and not mere recitals, and are expressly incorporated into this User Agreement.
2. User understands and agrees that MetroEast staff, interns, and/or volunteers who have been trained and certified by MetroEast to use MetroEast's studio equipment will be operating the cameras, the audio board, the generator, the switcher which controls the image which is broadcast over the air, and all other studio equipment provided by MetroEast. They will also organize and direct the program as it is aired. User covenants for itself and each other participant in User's Program that it and they will not interfere in the operation of or otherwise cause any damage to such equipment, and will respond to all operational and other direction provided by MetroEast staff, interns, or volunteers while in the MetroEast studios.
3. User understands and agrees that it shall be solely responsible for the content of its Program. User acknowledges its receipt and understanding of the document entitled: "**An Introduction to Speak Out,**" setting forth those restrictions which apply to all Programs to be broadcast on "Speak Out."

Specifically, User covenants that its Program WILL NOT:

- a. Solicit funds, goods or materials or advertise commercial products or services;
- b. Contain material which is obscene;
- c. Contain defamatory statements; or

- d. Contain any copyrighted materials unless:
 - i) User has received prior written permission from the copyright holder and paid any applicable fee; or
 - ii) User has determined that the use of such materials falls within the "fair use" doctrine.
4. User and each other Program participant acknowledges and agrees that User's Program is provided without cost to MetroEast, and that the Program will be shown live and may be rerun from time to time by MetroEast throughout the Portland Metropolitan Area, and that neither MetroEast nor any other cable operator to whom MetroEast may provide the Program shall have any obligation to compensate User or any other Program participant in connection therewith. Additionally, User acknowledges and agrees that its Program may be edited by MetroEast for promotional purposes, or otherwise to fit within broadcast time restraints. User and each of its other Program participants hereby release and forever discharge, and agree to hold harmless and indemnify MetroEast, the Mt. Hood Cable Regulatory Commission, the City of Fairview, Oregon, the City of Troutdale, Oregon, Multnomah County, Oregon, the City of Gresham, Oregon, the City of Wood Village, Oregon, Mt. Hood Community College and Comcast, and each of their respective boards of directors, officers, employees, and successors and assigns, with respect to any and all claims, demands, causes of action, injuries, losses, liabilities, or other claims which arise out of the User's production of the Program, and MetroEast's broadcast, editing or other use thereof, including, without limitation, any broadcast interruption or other production difficulty encountered whatsoever.
5. Each of the parties hereto represents and warrants that it understands the terms of this User Agreement, and that it has freely and voluntarily entered into this User Agreement.
6. All of the terms and provisions of this User Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto, their respective heirs, legal representatives, successors and assigns.
7. In the event any suit, action, or other proceeding of any nature whatsoever, is instituted, or the services of an attorney are otherwise retained to interpret or enforce any provision of this User Agreement or with respect to any dispute relating to this User Agreement, the prevailing party shall be entitled to recover from the losing party its attorneys' fees, costs and other expenses actually incurred and reasonably necessary in connection therewith, whether at trial, upon appeal, or review there from. Such amounts shall be in addition to all other amounts provided by law.
8. Time is of the essence of each obligation under this User Agreement.
9. If any provision of this User Agreement or the application thereof to any person, entity or circumstance is, at any time or to any extent, held to be invalid or unenforceable, the remainder of this User Agreement or the application of such provision to persons, entities

or circumstances other than those to which such provision is held invalid or unenforceable, shall not be affected thereby, and each remaining provision of this User Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. This User Agreement together with any exhibits hereto contains the entire agreement of the parties with respect to the subject hereof. This User Agreement may not be amended or modified in whole or in part, except by an instrument in writing signed by each of the parties hereto.
11. This User Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Oregon and of the United States.

IN WITNESS WHEREOF, this User Agreement has been duly executed by the parties hereto as of the date first set forth above.

METROEAST COMMUNITY MEDIA

By _____ Date _____

Title _____

USER (name on first page of agreement)

Signed _____ Date _____

Do you want to continue receiving information about Speakout?

Circle One: Yes No

Additional Program Participant Acknowledgement

Name: _____

Address: _____

Signed: _____ Date: _____

Additional Program Participant Acknowledgement

Name: _____

Address: _____

Signed: _____ Date: _____

Additional Program Participant Acknowledgement

Name: _____

Address: _____

Signed: _____ Date: _____

Persons under 18 years of age must have signature of parent or guardian.