TELEVISION PRODUCER PROGRAM AGREEMENT

Program Information

Program Title: _____

Program Type: ☐ Series ☐ Single **Requested Time Slot:** ☐ 28 Minutes ☐ 58 Minutes ☐ Special: _____

Required Facilities: ☐ None ☐ Studio ☐ Editing ☐ Camcorders & Portable Equipment ☐ Flypack ☐ Production Truck

Delivery Method: ☐ Made at PCTV ☐ DVD ☐ Internet Video ☐ Sent By Other Station ☐ Other: _____

Can PCTV Offer Copies Of Your Show? ☐ Yes ☐ No **Would You Like To Post Your Show Online Yourself?:** ☐ Yes ☐ No

Producer Contact Information

Producer Name: _____

Producer Organization (If Applicable): _____

Address: _____

City: _____ **State:** _____ **ZIP:** _____

Telephone: _____ **EMail:** _____

Terms Of Agreement

- I (the undersigned, acting as either an individual or as a non-profit organization's designated representative), hereby agree to become a Producer at Pittsfield Community Cable Broadcasting, Inc. (also known as Pittsfield Community Televsion and referred to herein as "PCTV"). As a Producer, I agree to indemnify and hold harmless both PCTV and Spectrum Cable (and their successors) against any claims arising out of any program or program material produced and/or cablecast, including, but not limited to claims in the nature of libel, slander, invasion of privacy or publicity rights, non-compliance with applicable laws, license fees and unauthorized use of copyrighted material, including reasonable attorneys' fees.
- I will abide by PCTV Operating Rules and Procedures as may from time to time be amended. I understand that this includes rules or proceedures relating to the facilities I have requested use of as part of this agreement.
- I agree not to produce and/or cablecast any programming for air from which revenue is derived, by any party, and programming the purpose of which is to conduct trade or commerce.
- I agree that PCTV may, in part or in whole, redistribute any programming produced using their facilities under this contract at any time.
- I agree to assume full responsibility for damage to or loss of property or access equipment resulting from negligent use. I agree to reimburse PCTV for the full market value of such equipment for replacement or repair. I understand that negligent use of equipment and facilities will result in the forfeiture of the right to use such equipment in the future. I agree to use loaned access equipment only for the purpose of producing video programming which will air on the access channel(s), unless given prior approval by staff, or in a rental situation.
- I understand that PCTV is not obligated to cablecast any programming produced outside Pittsfield, Massachusetts. Such programming may be assigned cablecast time on a first-come, first-served, non-discriminatory basis, as available, by the appropriate Access Channel Coordinator according to scheduling priorities set forth in the Operating Rules and Procedures.
- I understand that only members who are 18 years of age or older may borrow equipment or be a Program Producer.

Signature: _____ **Date:** _____

FOR STAFF USE ONLY

Access Type: ☐ Public ☐ Education ☐ Government **Location Of Production:** ☐ Pittsfield ☐ Berkshire County ☐ Outside

Air Format: ☐ Pre-Recorded ☐ Live **Date Of Contract Approval (Expires After One Year):** _____

Coordinator Approval: _____ **Executive Director Approval:** _____

WTBR 89.7 FM
PITTSFIELD COMMUNITY RADIO