



# Playback Request Form

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Community Media Network (CMN) is proud to enable the playback of original programs on Public Access Television. By supplying the appropriate information in the spaces provided on this form, and by agreeing to CMN's Producer Policies & Procedures Manual and the "Terms and Conditions" section on the back, your production will be ready to air. Our intent is to see that playback occurs in the most prompt and fair manner possible. While Community Media Network will make every effort to accommodate requests for playback, understand that actual scheduling and cablecasting is at the sole discretion of CMN.

Please take the time you need to fully read and complete this form so your program can be scheduled for playback as soon as possible (failure to do so properly could result in delays). If you have any questions, don't be afraid to ask a Community Media Network staff member.

**Does the program contain underwriter recognition? Y \_\_\_ N \_\_\_ How many: \_\_\_ How long: \_\_\_ (total sec.)** \*See page 7 of "CMN Producers Policies & Procedures"  
**[If the program contains underwriter recognition, a completed CMN "Underwriting Agreement" form must be submitted to CMN's Executive Director prior to playback.]**

<b>Producer</b> _____ <b>Street Address</b> _____ <b>City</b> _____ <b>Zip</b> _____ <b>Day Phone</b> _____ <b>Eve. Phone</b> _____ <b>Group or Org.</b> _____ <small>NOTE: If this program is submitted on behalf of an organization, this application must be submitted by the program producer or by an authorized representative of the organization.</small> <b>Public contact info:</b> _____	<b>Program Title:</b> _____ <b>Description / Episode #:</b> _____ <b>Due to "adult themes, language and/or situations," this program should be scheduled outside of the typical "prime time" viewing hours. Yes ___ No ___</b> <b>Does program contain warning label? Yes ___ No ___</b> <b>Total run time: ___ hr ___ min ___ sec Series: Yes ___ (# ___ of ___) No ___</b> <b>Talent/Copyright releases obtained: Yes ___ No ___</b> <b>CMN equipment used: Yes ___ No ___</b> <b>Please remove program by (date): ___ Indefinitely ___</b>
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Day and time you would most like to see this program played: CHOICE 1: Date/Day \_\_\_\_\_ Time \_\_\_\_\_ CHOICE 2: Date/Day \_\_\_\_\_ Time \_\_\_\_\_

CMN staff will attempt to schedule this program as close as possible to one of the above requests, and will contact the producer within two weeks after it is submitted, and at least one week before the first scheduled playback. New programs are considered on a "first-come, first-served" basis, however programs that are time-sensitive may be prioritized by CMN. No "Time Slot" is ever permanently assigned to a producer. All playback times are subject to change at the discretion of CMN. CMN reserves the right to remove programs at any time. For all of CMN's playback policies see pages 5-9 of CMN Producers Policies & Procedures Manual.

I have read the "Terms and Conditions" (back) and regulations as stated in CMN's Producers Policies & Procedures Manual. I understand them and agree to be bound contractually by them.

Presenter's Signature \_\_\_\_\_ Date \_\_\_\_\_

A completed and signed Statement of Compliance form and Membership Log-On must be on record and current for program to be scheduled.

# PUBLIC ACCESS PLAYBACK REQUEST FORM - TERMS AND CONDITIONS

Playback is scheduled on a **“first-come, first-served”** basis as time slots are available. CMN will attempt to schedule series programs of greater than four episodes in a consistent time slot. DVDs and this **Playback Request Form** must be submitted to Community Media Network for review at least seven (7) days in advance of requested playback date. All DVDs must be legibly labeled with program name, running time, completion date and producer name. DVDs must have at least three (3) seconds of black at the beginning and end. “Half-hour” programs must total no more than 30:00 minutes; “one hour” programs must total no more than 60:00 minutes. CMN reserves the right to add or subtract content for timing purposes, or to maintain channel identity. If CMN equipment was utilized to produce this program, initial playback must occur on CMN, who may duplicate the program for its archives at its discretion. You shall not reproduce or sell any program for any commercial purposes. Unless other arrangements have been made, all program submissions that are not retrieved 30 days after final scheduled playback may be disposed of at CMN’s discretion.

## **Programming Liability and Indemnification Agreement:**

The “Presenter” herewith applies for use of designated access channel(s) on the following terms and conditions:

1. The program presenter and those involved with the production of a program are responsible for its content. CMN is not responsible for reviewing any program, and the telecasting of a program in no way insulates those involved in the production of the program from criminal or civil liability for the content therein.
2. Presenter is aware of and recognizes the restrictions imposed on the use of access facilities, equipment and channels, and agrees to abide by them. In particular: (a) The CMN production equipment, facilities, and channels may not be used for the presentation or production of advertising material designed to promote the sale of products or services, including advertising by and on the behalf of candidates for public office; (b) the CMN production equipment, facilities, and channels may not be used for the dissemination of any information, directly or indirectly, involving lotteries as defined in Section 76.213 of the Rules of the Federal Communications Commission; (c) the CMN production equipment, facilities, and channels may not be used for the presentation or production of obscene or indecent material; (d) the CMN production equipment, facilities, and channels may not be used for the presentation or production of programming which directly solicits for funds; (e) if CMN production facilities and/or equipment are used, the programs shall not be reproduced or sold for any commercial purposes; (f) user further warrants that its material does not violate rules and prohibitions set forth by the FCC, the State of Michigan, or any public regulatory agency established by statute, administrative rule or other agreement.
3. Presenter understands that Federal law provides that any person who transmits obscene programming or programming otherwise unprotected by the Constitution over cable systems may be fined or imprisoned. Moreover, program presenters may be subject to significant civil and/or criminal liability under federal, state, and local laws regarding libel, slander, obscenity, incitement, invasion of privacy, copyright violation or violations of other similar laws. CMN channels may not be used to present material which violates federal, state, or local law. Presenter agrees to make all appropriate arrangements with, and to obtain all clearances from broadcast stations, networks, sponsors, music licensing organizations, performers’ representatives, and, without limitation from the foregoing, any and all other persons as may be necessary to transmit its program material over the participating cable franchise system(s).
4. All producers submitting programming with adult content as described in CMN’s Producers Policies & Procedures Manual are required to place a warning message at the beginning of each program. The written message shall appear on the screen for at least 15 seconds and shall consist of spoken, and easily readable on-screen text stating: “The following program contains material which may be offensive to some viewers or may be inappropriate for viewing children.” Pre-taped warning labels are available at CMN offices. Failure to include this warning will result in the program not airing.

Program presenters assume complete liability for the content of the programming they present, and to the maximum extent permitted by law, defend, indemnify and hold Community Media Network (CMN) its employees, officers, or agents, Franchise Authority or Authorities, member municipalities and cable provider(s) harmless from any and all liability or other injury (including reasonable costs for the defense of claims or litigations) arising from or in connection with claims for failure to comply with any applicable laws, rules, regulations, or other requirements of local state, or federal authorities; for claims of libel, slander, invasion of privacy, or infringement of common law or statutory copyright; for unauthorized use of trademark, trade name, or service mark; for breach of contractual or other obligations owing to third parties by company; and for any injury or damage in law or equity which claims result from the Applicant’s use of an access channel so designated by the participating cable franchise(s).