

## **RULES AND PROCEDURES**



Bainbridge Island Television  
P.O. Box 10449  
7686 High School Rd.  
Bainbridge Island, WA 98110  
[www.bitv.org](http://www.bitv.org)  
(206) 780-2980

## **TABLE OF CONTENTS**

### **GENERAL INTRODUCTION**

1. Definitions
2. Mission
3. Values
4. Establishment of PEG Access Station
5. Organizational Structure
6. Eligibility for BITV Services
7. Orientation
8. Non-commercial speech
9. Constitutionally protected speech
10. Non Profit Organizations
11. Funding Access Programs
12. Sponsorship for BITV or BITV Produced Programs
13. Ownership, Distribution & Copyright of Programs
14. Acknowledgment of Access /Facilities
15. Payment for Labor/Charges to Third Parties
16. Potentially Objectionable Programming
17. Responsibility and Liability for Program Content
18. Non-Discrimination
19. Communications Regarding Services
20. Code of Conduct
21. BITV Conduct Rules
22. Disciplinary Action
23. Right to Refuse Service
24. Community Responsibility: Sharing a Limited Resource
25. User Fees
26. Volunteer Credit Hours
27. Production Work on Behalf of Organizations
28. Hours of Operation

### **PRODUCTION EQUIPMENT & FACILITIES**

29. Use of Resources by BITV
30. Use Restrictions
31. Resources
32. Eligibility for Equipment Use
33. Reservations
34. Portable Equipment Check-Out
35. Covering BITV Labels
36. Equipment Check-In
37. Use of Editing Equipment
38. Use of Studio Equipment
39. Check-out by Producers of Minor Age
40. Equipment Failure
41. Cancellations
42. Late Return
43. Production Schedules
44. Copying Programs and Unedited Footage
45. Abandoned Projects
46. Producer Liability
47. Equipment Damage and Loss of Privileges
48. Series Facility Scheduling
49. Additional Facility Use Provisions

## **CHANNELS**

50. Education and Training
51. Classes
52. Youth Camps
53. Internships
54. Eligibility for Channel Use
55. Responsibility and Liability for Program Content
56. Scheduling Programs
57. Original Programs
58. Scheduling Priorities
59. Series Programs
60. Losing a Series
61. Submitting a Program
62. Picking up programs
63. Technical Standards and Production Requirements
64. Program Content Limitations
65. Potentially Objectionable Material/Viewer Advisory
66. Political Programming
67. Satellite Programming
68. Special requirement for Submission
69. Loss of Locally Sponsored Satellite Channel Space
70. Ownership Rights
71. Promotion and Credits
72. Community Billboard

## **APPENDIX**

### **RULE VIOLATIONS AND LOSS OF PRIVILEGES**

73. Major Violations
74. Minor Violations
75. Sanctions
76. Recognizing Suspensions by Other Community TV Centers
77. Appeal of Sanctions
78. Amendments to the Rules and Procedures

### **BITV CONTRACTS**

79. Program Contract
80. Equipment Contract
81. Licensing Agreement
82. Studio/Edit Contract
83. Use of BITV by a Minor Guidelines
84. Parent/Minor Agreement

## **1. DEFINITIONS**

- A. The “Access Center” may be referred to as BITV.
- B. “BITV” means Bainbridge Island Television, the Bainbridge Island’s PEG access manager. It shall also mean its properties “Bnews”, “BIB”, etc.
- C. “Comcast Cable” is Bainbridge Island’s area cable television operator, which provides access channels, equipment and funding according to cable franchise agreements with local governments.
- D. “Content Neutral” refers to the management of PEG resources by BITV on a non-discriminatory basis; BITV takes a neutral role regarding the content of public access programs. Production resources are made available without respect to program content.
- E. “CRA” refers to community readerboard announcements.
- F. “Educational access” means educational or instructional programming provided by tax-funded, public educational institutions.
- G. “Government access” means informational programming provided by a tax-funded, public governmental entity.
- H. “COBI” refers to the City of Bainbridge Island, which consists of representatives of local governments and which contracts with and provides funding to BITV to provide PEG access.
- I. “Member” individual who has paid membership dues and is recorded in the BITV journal.
- J. “New or first run program” refers to a program with a minimum of 51% new content of the same nature as the rerun content. Text will not be counted as new content.
- K. “PEG access” is an acronym for Public, Educational and Government access.
- L. “PEG access equipment” refers to production equipment or facilities managed by BITV.
- M. “Producer” refers to an individual who is BITV certified to use PEG access equipment.
- N. “Program Provider” means the person who signs a program contract and accepts responsibility for program content.
- O. “Public access” means first-come, first-served, non-discriminatory use of access production equipment and/or channels by local groups and individuals who meet minimal eligibility requirements.

## **2. BITV’s MISSION STATEMENT**

To inspire, build and strengthen community by providing services, tools and opportunities through public access media.

## **3. BITV VALUES**

### **A. DEMOCRACY AND THE FIRST AMENDMENT**

All people in a democracy have the right and responsibility to take part in the decisions that affect them and their communities. Freedom of speech is

vital to a healthy democracy and is guaranteed in the First Amendment. BITV provides the community with the opportunity for political, cultural, artistic, spiritual, and individual expression on television.

**B. COMMUNITY DECISION-MAKING**

Freedom of expression alone is not enough to ensure a healthy democracy. Citizens must also enter into active discussion and debate in order to participate in solving problems for the common good. BITV promotes the use of non-commercial Channel 12, channel 22, and production facilities as an electronic forum for discussing issues and solving problems.

**C. ACCESS TO INFORMATION**

A well-informed, actively involved citizenry makes more responsible decisions. BITV televises local government meetings, activities of local schools and service-related information to stimulate an active dialogue among elected officials, schools and local citizens.

**D. DIVERSITY AND INCLUSIVENESS**

Democracy is most effective in a society in which all members can participate. BITV encourages understanding and collaboration across barriers of race, culture, language, class, gender and age.

**E. MEDIA LITERACY**

Community TV offers an alternative to commercial television. BITV provides the quality training and tools necessary for people to become knowledgeable and effective communicators, able to view television critically and to use that medium to tell their own stories.

**4. ESTABLISHMENT OF PEG ACCESS STATION**

The cable television franchise between the City of Bainbridge Island and Comcast Cable, and the COBI/BITV Operating Agreement establishes a public, education, and government access station for Bainbridge Island.

**5. ORGANIZATIONAL STRUCTURE**

Bainbridge Island Television is a non profit corporation registered in the State of Washington, with a 501 C 3 Internal Revenue Service classification. It is governed by a volunteer Board of Directors. The powers and authority of the board of Directors shall be as provided by the Articles of Incorporation, BITV By-Laws, and by the laws of the State of Washington. In exercise thereof, the board of Directors shall elect officers and Directors, and set corporation and access station policies.

A paid staff manages the operations of BITV. The number of staff and their responsibilities may change according to corporate strategies.

## **6. ELIGIBILITY FOR BITV SERVICES**

### **A. Eligibility:**

BITV services are available to any Comcast Cable service area resident or resident organization registered with the Washington Secretary of State, within the Bainbridge Island city limits and unincorporated Kitsap County, on a first-come, first-served basis as a member. Proof of identity and residency are required; post office boxes are not acceptable. All Program Providers must meet the eligibility requirements including membership.

### **B. Membership:**

- a. Any individual and any organization, institution, association or other entity may qualify for membership in the Corporation if they (i) have applied for membership, (ii) have paid their dues, (iii) have had their name entered on the rolls of the Corporation and (iv) uphold the rules of the Corporation.
- b. Classes of Membership. There shall be classes of membership in the Corporation. The privileges and benefits of each class of membership shall be approved by, and changed from time to time as necessary by the Board of Directors. Members do not have voting rights.
- c. Membership Year. The membership year shall run from the end of the month when instigated to the end of the month 12 months hence
- d. Annual Dues. Annual dues shall be paid by members of the Corporation. The amount of the dues shall be determined from time to time by Executive Director and approved by the Board of Directors.
- e. Payment of Annual Dues. Annual dues shall be payable within thirty days of the start of the membership term. Members who have not paid their annual dues by sixty days after the end of the membership term may be dropped from the membership rolls of the Corporation.
- f. Termination of Membership. Membership in the corporation may be terminated by the Executive Director in consultation with the Chairman for any action by a member, which is detrimental to the best interests of the corporation, in violation of the Rules of Conduct, failure to support the purposes of the corporation, or for non-payment of dues. Failure to comply with membership requirements will result in the termination of membership.

## **7. ORIENTATION MEETING**

To make potential access producers aware of the PEG access mission, and the availability of PEG access services, equipment, facilities, and channels; BITV conducts regular orientation meetings. Attendance at an orientation meeting is a

prerequisite to submitting a program or using BITV equipment in the role of Program Provider. Workshop enrollment and collection of fees will take place prior to the meeting.

## **8. COMMUNITY TELEVISION: A FORUM FOR NON-COMMERCIAL, CONSTITUTIONALLY PROTECTED SPEECH NON-COMMERCIAL SPEECH**

Advertising of any nature is not allowed on BITV channels including:

- promotion of the sale of any service, facility or product
- price information
- calls to action or inducements to buy

For-profit businesses and individuals may not promote any commercial service, facility, or product. Contact information is limited to sponsorship. Government and education agencies, and non-profit organizations may promote their services.

## **9. CONSTITUTIONALLY PROTECTED SPEECH**

All speech and expression is constitutionally protected by the First Amendment of the United States Constitution except:

- any material that is libelous, slanderous, or other defamation of character; or material that is an unlawful invasion of privacy;
- any material that violates state or federal law relating to obscenity;
- any material that violates local, state, or federal laws;
- any unlawful use of copyrighted material.

## **10. NON-PROFIT ORGANIZATIONS**

An organization qualifies as non-profit if it is registered as a non-profit with the Washington Secretary of State and/or has a current IRS 501c3 status and Letter of Determination on file at BITV. To qualify as local, the organization must operate an office in the eligible service area listed with the Washington Secretary of State.

## **11. FUNDING ACCESS PROGRAMS – SPONSORSHIP**

Producers are encouraged to seek funding for the production of PEG access programs. Any individual, business or institution that helps defray production costs may be given sponsor credits. In general, sponsorship may provide identification to acknowledge the identity of the underwriter.

- A. Place credits at the opening, logical mid-breaks and/or ending of the program with a maximum of two credit sequences per half-hour;

- B. Individual sponsor credit time may not exceed 15 seconds in length. Total credit time for all sponsors may not exceed 60 seconds per 30 minutes of program time.
- C. Producers are encouraged to use the following audio and/or video credit format: "The (following) (preceding) community program has been made possible in part by a grant from (name, address, phone number, email, web site information)."
- D. Sponsor credits must name the donor in mission-statement terminology that is neither commercial nor promotional in language. Sponsor/donor credits may include:
  - i. a logo or slogan that identifies but does not promote and is sized no larger than 25% of the screen;
  - ii. location, phone number, email address, or web site;
  - iii. value-neutral descriptions of a product line or service with no use of comparative or qualitative descriptions such as "efficient, economical, dependable, dedicated, prompt, fair price, reliable and excellent."

## **12 SPONSORSHIP FOR BITV AND BITV PRODUCED PROGRAMS**

Sponsorship is necessary for BITV to create community interest programs and to assist with facility and project funding. BITV will apply the same standards as defined by the FCC Public television rules for programming. For more information about sponsoring programs or the station, contact the Executive Director.

## **13 OWNERSHIP, DISTRIBUTION AND COPYRIGHT OF PROGRAMS PRODUCED IN PART OR IN WHOLE WITH PEG ACCESS EQUIPMENT MANAGED BY BITV**

Programs produced with PEG access equipment and facilities are non-commercial, intended solely for cablecast on PEG access channels. Producers using PEG Access equipment managed by BITV are required to sign a license agreement that:

- A. Specifies right of first play by BITV of the program on PEG access channels managed by BITV.
- B. Prohibits use of programming for advertising.
- C. All other sales are prohibited.
- D. Producers are fully and solely responsible for their programs, and will sign a program contract in which a producer agrees to indemnify and hold harmless BITV and all other named parties from claims, demands, damages or other liabilities. The Producer may register and establish a copyright at his or her discretion. Producers may retain full ownership and distribution rights to programs by using equipment not managed by BITV.

## **14 ACKNOWLEDGMENT OF PEG EQUIPMENT/FACILITIES USE**

The Producer using PEG access equipment to produce a program is required to include a legible credit not less than five seconds in length. The following information is the suggested minimum requirement:

“This program was produced with PEG access equipment managed by BITV.”

## **15 PAYMENT TO THIRD PARTIES**

A Producer may not charge third parties for use of access equipment, facilities or channels, but a producer may be paid by a third party for labor and/or production costs associated with a PEG access program.

## **16 POTENTIALLY OBJECTIONABLE MATERIAL**

Programs with potentially objectionable material will be telecast between the hours of 11 pm and 5 am. Programs containing extreme violence or degradation and programs that would fit within the categories TV14 and TVMA of the TV Parental Guidelines published by the TV Parental Guidelines Monitoring Board (see [www.tvguidelines.org](http://www.tvguidelines.org) or [www.mpa.org](http://www.mpa.org)) will be preceded by a message advising viewer discretion. TV14 includes one or more of the following: intense violence, intense sexual situations, strong coarse language, or intensely suggestive dialogue. TV14 as defined by the TV Parental Guidelines will be televised between the hours of 11 pm and 5 am. TVMA includes graphic violence, explicit sexual activity, or crude indecent language. TVMA (Mature Audience) as defined by the TV Parental Guidelines will be telecast between the hours of 1 am and 4 am.

## **17 RESPONSIBILITY AND LIABILITY FOR PROGRAM CONTENT**

At the time a completed program is submitted for scheduling, the Program Provider must submit a signed BITV Program Contract, which holds the Program Provider liable for program content. Furthermore, through the program contract, the Program Provider agrees in writing to fully indemnify and save harmless BITV, its staff and Board of Directors, City of Bainbridge Island and Comcast Cable from any and all claims, demands, damages, or other liabilities, including legal fees and expenses that may arise as a result of distributing the program on cable channels and/or any other distribution methods. Program Providers will be required to list their name, initial acceptable for first name, and contact information in a program credit not less than five seconds in length displayed in a legible font.

## **18 NON-DISCRIMINATION**

No person will be denied training, equipment, facilities, or channel time on the basis of race, sex, age, physical disability, religious or political belief or affiliation, or the nature of their programming interest.

## **19 COMMUNICATIONS REGARDING SERVICES**

Members may communicate any dissatisfaction with BITV services in writing to the BITV Executive Director.

## **20 CODE OF CONDUCT**

All (individuals and organizations) using BITV facilities, equipment, and channels must agree to, and abide by, all BITV policies and rules regarding the use of equipment or channels for the production and, presentation of their programming. Rules may be changed from time to time by BITV and are posted or are available on request. All users of BITV equipment and facilities are responsible for being aware of any updated and revised policies and rules.

All members are expected to respect the rights and dignity of all staff and others in the facility, to behave in an acceptable manner (whether in studio or on location) when using BITV facilities or equipment, or if representing BITV. A reasonable standard of courtesy and respect must be observed. Rude, impolite, discriminatory, or degrading conduct is not tolerated. Nor is alcohol, illegal substance use or any other illegal activity tolerated.

BITV reserves the right to restrict anyone (persons or organizations) from using BITV facilities for improper conduct, and/or violation of BITV policies, and/or acts deemed disruptive to BITV. The BITV Executive Director has the authority to enforce, and to delegate enforcement of the BITV Code of Conduct.

Individuals shall be subject to disciplinary action for violation of any provision of the BITV policies. Warnings, enforcement, restrictions etc. will be sent in writing to alleged violators to the mail or email addresses provided to BITV, and in the case of a group or organization, to the lead person or contact.

## **21 BITV CONDUCT RULES**

The following acts are prohibited:

- A. False Information: Intentionally providing false information to BITV for membership, or on any BITV form or Agreement, or in response to any other BITV request for information.
- B. Misrepresentation: Individuals, members and organizations shall not identify themselves as being an employee or agent of BITV unless hired by BITV to perform a specific service. Program producers shall not mention they are creating a program for BITV to gain access to an event or seek sponsorship.
- C. Destroying or Damaging Property: Intentional and/or reckless destroying or damaging of BITV property, or the property of others on BITV premises, or BITV sponsored events, or on location with BITV members.
- D. Drugs/Alcoholic Beverages: Use, possession or distribution of any controlled substance, illegal drug, or alcoholic beverage on BITV premises, on a BITV production location. Or, appearance at any BITV sponsored event while intoxicated or under the influence of a controlled substance. An

exception would be the use of alcoholic beverages, by those of legal age, made available by BITV at a BITV sanctioned event.

- E. Weapons, Firearms, Explosives and Dangerous Chemicals: Use, threat of use or possession of any force, weapon, explosives, dangerous chemicals, substances or instruments or other weapons, as defined by state law, which may inflict bodily harm or damage upon BITV premises, on location or at any BITV sponsored event, except when being displayed or demonstrated in conjunction with a bona fide production, for which prior permission has been granted in writing by the BITV Executive Director.
- F. Harassment/Harm: Threatening, intimidating or verbally harassing another with intent to substantially harm the person. This includes causing physical or psychological harm or threatening to cause physical or psychological harm to any person or property on BITV premises or at any BITV sponsored activity.
- G. Disrupting BITV business functions: Intentionally and/or recklessly interfering with the BITV business operations or with BITV sponsored activities. This may include, at the discretion of the Executive Director, disrupting BITV community functions, interfering with BITV ability to conduct business with customers, clients and partners, and disrupting meetings in progress.
- H. Smoking: Smoking is prohibited inside the BITV facilities.
- I. Theft: Deprivation of another person's property including BITV property without that individual's or BITV authorization. Suspicion of theft may result in criminal charges being filed by BITV.
- J. Use of BITV name/logo: Unauthorized use of the BITV logo, name, indicia, mottoes, or symbols for any purpose without prior consent by the BITV Executive Director.
- K. Behavior: Engaging in lewd, indecent, erotic or obscene behavior on BITV premises or at BITV sponsored activities.
- L. Unlawful acts: Engaging in any unlawful act while on BITV premises.
- M. Trespassing: Unauthorized entry into restricted areas.
- N. No food or beverages may be brought into the studio (unless part of a program being produced), control room, or editing rooms. Food is allowed in designated areas.

## **22 DISCIPLINARY ACTION**

Violation of any BITV Policies or Rules may result in suspension or revocation of privileges for a specific length of time, or permanent revocation privileges, and/or criminal charges.

Disciplinary action will be taken by the BITV Executive Director or the Board. Disciplinary action will be based on circumstances surrounding and the severity of

the incident(s) that resulted in the suspension at the sole but reasonable discretion of the BITV Executive Director or Board.

By approval and support of the BITV Board of Directors, the Executive Director has the authority to invoke BITV's right to restrict any person or organization from using BITV facilities, services or equipment and/or to impose immediate discipline at the director's discretion.

Revocation of membership privileges may be appealed to the BITV Board of Directors in writing. Appeals will be reviewed if reasonably possible at the next regularly scheduled meeting. The decision of the BITV Board of Directors is final.

### **23 RIGHT TO REFUSE SERVICE**

BITV staff reserve the right to refuse service to any person whose actions hinder the activities of other members or the staff, and to ask the person to leave the facility. This denial of service may be appealed in writing to the BITV Executive Director.

## **PRODUCTION EQUIPMENT and FACILITIES**

### **24 COMMUNITY RESPONSIBILITIES: SHARING A LIMITED RESOURCE**

PEG access resources are limited. BITV will train groups and individuals to make efficient, effective use of production equipment and channels. Care for the equipment and respect for the rights and needs of others within a large user group are essential. Community groups and individuals are encouraged to use their own resources. If regular or extremely frequent production is planned, groups are encouraged to purchase their own equipment to facilitate their own production and avoid monopolizing a community resource. BITV reserves the right to limit use of channel space by any group or individual to meet all community needs.

### **25 USER FEES**

BITV may charge reasonable user fees to eligible users for use of production facilities, equipment and services. BITV shall separately negotiate user fees, programming schedules and schedules for use of production facilities with governments. All fees for services shall be paid in full prior to the services or use of resources.

### **26 VOLUNTEER CREDIT HOURS**

The general purpose of the Volunteer Credit Hour system is to foster a community of producers who are recognized for their efforts in the development of community programming and overall facility management. By volunteering on BITV projects,

a member may accumulate Volunteer Credit Hours that can be used to receive a discounted rate on use of BITV resources.

BITV Members are strongly urged to volunteer but it is not a requirement.

Volunteer Credit Hours can be applied to offsetting the costs of training, certification, equipment and studio rental. Hours may be accumulated for a time period not to exceed one year. Volunteer Credit Hours are not transferable.

There are many opportunities to volunteer beyond helping with the production of a program, such as helping in the office, running errands, organizing.

*Because a Volunteer Credit Hour is actually a debt to BITV, the BITV staff must approve them and document them for accounting purposes. A Volunteer Credit Hours Form itemizing the project and the time volunteered must be completed. BITV will record the Volunteer Credit Hours for which the member has volunteered.*

Contact the staff for additional information and applicable discounts.

## **27 PRODUCTION WORK ON BEHALF OF, OR PROGRAMMING SUBMITTED BY ORGANIZATIONS**

For production work on behalf of, or programming submitted by an organization, the organization's leadership may be required to file on letterhead a written statement designating a Program Provider and authorizing the production work and program submission.

## **28 HOURS OF OPERATION**

BITV's Production facility hours are determined by considering service need and staff availability. BITV reserves the right to set facility hours. BITV is closed for the following Holidays: New Years Eve, New Year's Day, Dr. Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day before Thanksgiving, Christmas Eve, and Christmas Day. Other closings may include the annual inventory, facility upgrades, and staff needs outside of the facility. All scheduled closings will be posted in advance at the facility and on the website. As a matter of course, BITV staff is not scheduled to work past posted closing times. Members are urged to leave the facility before closing.

## **29 USE OF RESOURCES BY BITV**

BITV will reserve priority use of production equipment and channels: to conduct access education, production training and promotion; for BITV production of educational and government access programs; and for BITV production of promotional programs.

## **30 USE RESTRICTIONS**

The offices and production facilities managed by BITV shall be under the supervision of staff persons or qualified volunteers as designated by staff. BITV may designate “Staff Only” areas in the facility to protect client information either by files, database or other electronic means. Generally, this includes all staff offices and computers. Additionally, the headend and program storage areas are off limits to all but staff.

The following activities are prohibited unless special permission has been granted by supervising persons:

- A. Commercial use of facilities and/or equipment.
- B. Use of business telephones, office machines and supplies.
- C. Actions that obstruct normal business operations or others’ use of the facilities.
- D. Bringing animals into the facility unless needed by persons with disabilities or as part of a production with prior staff approval.

### **31 RESOURCES**

Single and multiple-camera production units, editing and studio facilities are available for the production of PEG access programs on a first-come, first- served basis to all eligible BITV certified producers.

### **32 ELIGIBILITY FOR EQUIPMENT/FACILITY USE**

BITV certified producers may use production resources provided that:

- A. The individual is certified on the specific equipment.
- B. An individual has attended an access orientation meeting.
- C. The individual is using the equipment for the sole purpose of producing PEG access programs, which are fully consistent with the program contract.
- D. The individual who operates the equipment has on file all requisite personal and certification information.
- E. The individual pays an annual membership fee, which includes partial equipment insurance coverage.
- F. The individual uses their valid local street address on all contracts; use of a post office box is not acceptable. Proof of address is required.
- G. The producer uses media within specifications established by BITV.

### **33 RESERVATIONS**

Members reserve facilities and equipment, and set appointments for check- outs with BITV on a first-come, first-served basis. Reservations may be made in person or by telephone. Reservations for equipment may be made up to 26 weeks in advance. A reservation period is 24 hours. No more than three reservations may be

made at any given time. A producer who is more than 10 minutes late in claiming any reservation forfeits the entire reservation unless staff authorizes an extension.

### **34 PORTABLE EQUIPMENT CHECK-OUT**

Producers are required to sign an equipment contract/licensing agreement. BITV staff will not wait beyond posted work hours for equipment check-out. BITV will inform the producer of check-in time. The producer is responsible for determining that the equipment is in working condition and the unit is complete at the time of check- contract/licensing agreement. The member is fully responsible for the return of all of the equipment in an undamaged condition.

### **35 COVERING BITV LABELS PROHIBITED**

Producers may not cover BITV labels or any information identifying equipment managed by BITV. Covering BITV labels is a major violation.

### **36 EQUIPMENT CHECK-IN**

The producer under contract/licensing agreement to return is responsible for the return, by the specified check-in time, all equipment in undamaged, working order. Until an equipment unit is checked-in by BITV, that unit is unavailable for subsequent check-out.

### **37. USE OF EDITING EQUIPMENT**

Producers with editing reservations are required to check in with staff, sign a facilities contract/licensing agreement, and claim their reservation within 10 minutes of the scheduled starting time. Editors must vacate the editing system by the completion of their reserved time unless the following time is unreserved or the next editors have not claimed their reserved time. Editors are required to check-out with staff at the conclusion of the editing session. All editing reservations must be completed at least 15 minutes prior to closing time.

### **38. USE OF STUDIO EQUIPMENT**

Producers with studio reservations are required to check in with staff, sign a facility contract/licensing agreement, and claim their reservation within 10 minutes of the scheduled starting time. When finished, producers will be required to return all equipment to the correct location, to remove all set materials and props provided by the producer and to leave the studio and control room in an orderly condition for the next producer. Producers are required to check-out with staff at the completion of their reserved time. All studio use must be completed at least 15 minutes prior to closing time. A parent or legal guardian must be present at all times during a production by a certified minor. BITV may post additional guidelines.

### **39. CHECK-OUT BY PRODUCERS OF MINOR AGE**

Certified producers under 18 years of age must co-sign the equipment or facility contract/licensing agreement with a parent or legal guardian whom accepts full responsibility for loss or damage of equipment on behalf of the minor.

### **40. EQUIPMENT FAILURE**

Equipment failure may happen at any time. Producers are required to: discontinue use and report failure immediately to BITV; or if failure occurs away from BITV, to return equipment at the first available opportunity.

**ATTEMPTED MAINTENANCE MAY RESULT IN SEVERE INJURY, AND WILL RESULT IN LOSS OF PRIVILEGES PLUS BILLING FOR ALL RELATED EQUIPMENT DAMAGE. UNDER NO CIRCUMSTANCE SHALL MEMBERS ATTEMPT TO REPAIR EQUIPMENT. DOING SO IS A MAJOR VIOLATION.**

Equipment, which fails, will be replaced when spare equipment is available; otherwise, BITV will make on the spot repairs when possible. If a reservation is lost due to equipment failure outside the control of the producer, the producer may make a reservation for the next time that unit or comparable equipment is available. BITV is not responsible for the cost of the production.

### **41. CANCELLATIONS**

Producers are asked to cancel with early notification, to enable staff to assign the equipment to another producer. The producer is required to notify the staff of any cancellation of reserved equipment no later than 10 minutes after starting time.

### **42. LATE RETURN**

Producers unable to check-in equipment at the scheduled check-in time are required to call BITV prior to the scheduled return time. If the equipment is reserved and an extension cannot be granted, the producer's late return is considered a violation.

### **43. PRODUCTION SCHEDULES**

BITV may require a written production schedule. For producers using substantial amounts of access equipment and facilities without submitting a resulting program, failure to meet the schedule will result in a minor violation.

#### **44. COPYING PROGRAMS AND UNEDITED FOOTAGE WITH PEG EQUIPMENT**

BITV will copy programs scheduled on channels 12 and 22 upon request after receiving, if necessary, the consent of the producer. The community member requesting the copy will be required to pay the posted dub fee, and meet posted guidelines. Program copies will not be released prior to first program telecast.

#### **45. ABANDONED PROJECTS**

BITV does not assume responsibility for projects or materials left at BITV. This includes any media and files left on BITV computers. All producers are encouraged to use their own external hard drive to store their programs. Projects left on BITV computers after the rental period expired will be erased.

### **LIABILITY RESULTING FROM PORTABLE EQUIPMENT/FACILITY USE**

#### **46. PRODUCER LIABILITY**

A producer signing an equipment contract/licensing agreement or a facility contract/licensing agreement agrees to fully indemnify, save and hold harmless BITV, COBI and Comcast Cable against claims, losses, costs and expenses arising out of damages or injuries to persons or property resulting from the use of the equipment.

#### **47. EQUIPMENT DAMAGE/LOSS AND SUBSEQUENT LOSS OF PRIVILEGES**

A producer who suffers equipment damage or loss while under contract is liable to fully compensate BITV for replacement costs as determined by BITV for all damages or losses that occur while the equipment contract/licensing agreement is in effect. In the event BITV equipment insurance is "all-risk," producers will be required to pursue organizational or personal insurance before submitting claim information to BITV. The producer will have equipment privileges suspended until full compensation is made. In the event the producer fails to meet the terms of repayment, the producer will be suspended from all equipment privileges and the case will be submitted to the appropriate authorities for resolution, which may include litigation.

#### **48. SERIES FACILITY SCHEDULING**

Producers with series programs may also apply for series studio and editing time. The applications and series cycle process will conform with series program processes. Studio time will be approved according to the production requirements of the program. Additional time remains available on a first-come, first-served basis.

#### **49. ADDITIONAL FACILITIES USE PROVISIONS**

- A. BITV/PEG access facilities, including the hallway and restroom areas, are available solely for PEG access activities.
- B. Office supplies and equipment located at the PEG access facilities are not available for use by producers, certified crew, guests or the general public.
- C. While in PEG access facilities, producers may receive brief telephone calls related only to PEG access productions and services. All other calls must be received in or made from other facilities.
- D. Producers and any persons using PEG access services, equipment or facilities are responsible for the conduct of their guests.
- E. Adjoining areas are not available for entry unless posted as public areas.
- F. Smoking, alcohol and controlled substances are not permitted in access facilities, including grounds. Food and drink, with the exception of capped, bottled water stored on the floor are not allowed in any area with production equipment. Food and drink are permitted in the studio only if authorized in advance by BITV staff.

#### **50. EDUCATION AND TRAINING**

BITV values communication and quality education. BITV offers high quality classes, youth summer camps and internships. Fees may be established for courses taught by BITV. Certified producers who have not been active for a one-year period may be required to schedule a refresher course with BITV in order to review equipment and facilities. In the event that substantial changes have been made to the equipment inventory, producers may be required to complete a workshop or proficiency test. Please see the staff for updated class listings and times.

**51. Classes**

**52. Youth Summer Camps**

**53. Internships**

#### **CHANNELS**

##### **54. ELIGIBILITY FOR CHANNEL USE**

BITV membership and orientation is required prior to submitting programs for channel 12 and 22.

##### **55. RESPONSIBILITY AND LIABILITY FOR PROGRAM CONTENT**

At the time a completed program is submitted for scheduling, the program provider must submit a signed BITV Program Contract, which holds the Program Provider liable for program content. Furthermore, through the Program Contract, the Program Provider agrees in writing to fully indemnify and save harmless BITV, its

staff and Board of Directors, COBI and Comcast Cable from any and all claims, demands, damages, or other liabilities, including legal fees and expenses that may arise as a result of cablecasting and distribution the program. No program will be aired on BITV without the completion of the Program Contract by the Program Provider.

Should the program(s) deviate from that described in the original BITV Program Contract, it will be considered a violation of BITV Policies and Procedure (see section of Violations) Willful falsification of a required BITV document or material misrepresentation of information required is grounds for revocation of membership privileges.

Program producers and /or sponsoring agencies are held solely responsible and legally accountable for the content of their programs and as such may be subject to prosecution for the cablecast of illegal material and/or the illegal use of any copyrighted material such as music or previously produced programs.

For imported programming not locally produced, a BITV member must act as the sponsor and complete the Program Contract thereby becoming legally responsible for the program content.

The following program content limitations apply to any and all programs or messages cablecast on BITV. Should an aired program be found to contain any possible violation of any of the following program restrictions, the program will be suspended, pending a final decision. Community producers should seek staff assistance in meeting these guidelines.

A program submitted to BITV will be aired once, as long as it meets the program requirements. Any further airings thereafter shall be done at the discretion of BITV.

Program providers will be required to list their name in a program credit not less than five seconds in length displayed in a legible font.

## **56. SCHEDULING PROGRAMS**

Completed programs are submitted at BITV. Program providers may request specific telecast times, and BITV may match channel space with requested times according to BITV guidelines. Scheduling is at the discretion of BITV. Programs are scheduled a minimum of two weeks ahead of telecast.

## **57. ORIGINAL PROGRAMS**

To qualify as original, a program must have a minimum of 51% new video and 51% new audio.

## **58. SCHEDULING PRIORITIES**

In scheduling programs on BITV managed channels, first priority is given to locally-produced programs. Second priority is given to programs produced elsewhere but sponsored locally. Local programs are defined by the producer's residence, and not the program's content. To be locally produced at least 51% of the program video and 51% of the program audio must be produced by a BITV certified producer or certified representative of an organization, either within or outside the service area. A program which is created elsewhere and submitted for telecast by a local resident is a locally-sponsored program. A local resident or resident organization may sponsor no more than one non-local series. A locally sponsored series program may be sponsored as no more than one series on BITV-managed channels. Adding local credits or opening and closing tags to a locally-sponsored program does not qualify the program as a locally-produced program. BITV reserves the right to pre-empt programs for live or special event telecasts. Community Billboard is a service provided both to and for the community and that adequate billboard time will be provided on the channels to meet the needs of the community. Satellite programs require a special request. The local sponsor must provide written clearance from the authorized distributor for carriage of the programming on a non-commercial channel on a pre-emptible basis.

#### **59. SERIES PROGRAMS**

Channel space is available first-come, first-served. A program provider may apply for a series time slot after three programs are submitted for telecast in compliance with the provisions outlined in the Program Contract. A series Program Provider who meets the requirements will be granted a set time slot for one year, with renewal available on a quarterly basis. BITV may schedule blocks of time for educational and government access, and for promotional programs, separate from the series application procedure, taking into account the requirements of live programming and community needs in general.

#### **60. LOSING A SERIES**

A producer may lose a series time slot by failing to maintain a current program contract; failing to submit a project proposal; failing to submit programs according to schedule; committing an abandoned program violation. To reestablish a series, the producer must attain good standing and apply first-come, first-served for a series time slot.

### **PROGRAM DELIVERY**

#### **61. SUBMITTING A PROGRAM**

Programs must be hand-delivered to BITV, must meet technical standards and be accompanied by a completed contract signed by the Program Provider. Programs are to be delivered a minimum of two weeks prior to telecast unless otherwise authorized in advance by the BITV Program Coordinator.

## **62. PICKING UP PROGRAMS**

The program provider or authorized representative shall be responsible for picking up programs. Programs may be picked up to one month after the first telecast. Providers who fail to retrieve programs after one month of final telecast will not be notified. BITV is not responsible for member programs after one month.

## **TECHNICAL STANDARDS AND PRODUCTION REQUIREMENTS**

### **63. PROGRAM FORMATS**

BITV reserves the right not to broadcast any tapes that do not meet the following minimum technical standards:

#### **A. GENERAL STANDARDS**

1. Programs must be labeled with the name of the program and/or volume number (for series), Program Provider's name, contact information and program length.
2. Program title no less than 5 seconds.
3. End credit with Program Provider's name and current contact information no less than 5 seconds.
4. Continuous synched video and audio signal
5. No visible or audible dropouts
6. Stereo audio
7. Video and audio signals that conform to broadcast standards

#### **H. ADDITIONAL DVD STANDARDS**

1. DVD-R format
2. Must be a self contained movie
3. One program per DVD

### **64. PROGRAM CONTENT LIMITATIONS**

The following content limitations apply to any and all programs or messages cablecast on BITV. Should a program be contested as containing a possible violation of any of the following it will be suspended pending a final decision. Community producers should seek staff assistance in meeting these guidelines. The following are absolutely prohibited:

- A. Lotteries or contests that involve directly or indirectly the elements of a prize, chance, and/or consideration. Reference section 76.213 of the rules of the Federal Communications Commission.

- B. Material which would subject the producer or supplier to civil or criminal prosecution under any applicable local, state, or federal law for production or presentation of obscene or erotic material, slander or libel, invasion of privacy.
- C. Material that is subject to use restrictions or permissions, copyrighted or subject to ownership or royalty rights, union residuals, or other payment (e.g. music, written works, photographs, film, video) unless producer has obtained all necessary permissions, releases, licenses and made all necessary payments to authorize cablecasting of any such material. BITV may require producers to provide evidence of such payment or permission.
- D. Advertising or other material that is designed to promote commercial businesses, the sale of commercial products, or purchase of professional or commercial services. This includes, but is not limited to, product or business endorsements and/or service descriptions. For example: A program guest may be identified as "*John Doe - Owner, ABC Business Supplies*" but not "*John Doe, Owner, ABC Business Supplies, the best selection and lowest prices in town*".
- E. Direct solicitation of funds. Programs may offer information on fundraising activities and how viewers may request additional information on the topic or organization featured, but may not ask viewers directly for financial contributions.
- F. Potentially Indecent Programming. BITV wants to provide parents and guardians with a means of controlling the viewing of programming with indecent material by children as well as provide viewers with notification of programming with potentially indecent material so they can make informed cable viewing choices.
- G. While providing such notification, we do not wish to preclude the opportunity for all forms of expression on the BITV channel(s) in accordance with all relevant laws. Programming with potentially indecent material and clarified on the Program Contract will be scheduled between midnight and 6:00 A.M.

**65. POTENTIALLY OBJECTIONABLE MATERIAL: VIEWER ADVISORY AND AUDIENCE SENSITIVE SCHEDULING**

- A. The purpose of this section is to enable parents or guardians to supervise the programming available to children, and to assist viewers of PEG access programming in making informed decisions while providing an opportunity for all lawful forms of expression without censorship and in accord with existing laws. Programs containing extreme violence or degradation and programs that would fit within the categories TV14 and

TVMA of the TV Parental Guidelines published by the TV Parental Guidelines Monitoring Board (see [www.tvguidelines.org](http://www.tvguidelines.org) or [www.mpa.org](http://www.mpa.org)) will be televised on the Community Voices channel preceded by a message advising viewer discretion.

- B. TV14: Program providers will warrant that programs containing objectionable material that would cause it to be rated TV14 in accordance with the TV Parental Guidelines of the TV Parental Guidelines Board including one or more of the following: intense violence, intense sexual situations, strong coarse language, or intensely suggestive dialogue are scheduled on the Community Voices channel between the hours of 11 pm and 5 am. Program providers will identify the program as TV14 on the program contract and will include a 15 second, easily readable viewer advisory immediately prior to the beginning of the program, stating: “Viewer Advisory: The following program, identified as TV 14, contains material which some viewers may find objectionable or inappropriate for children.” Program Providers must use the viewer advisory provided by BITV without alteration.
  
- C. TVMA: Program providers will schedule a program that contains any material that would cause it to be rated TVMA in accordance with the TV Parental Guidelines of the TV Parental Guidelines Board including: graphic violence, explicit sexual activity, or crude indecent language on the Community Voices channel between the hours of 1:00 a.m. and 4:00 a.m. Program providers will identify the program as TVMA on the program contract, and will provide a 15 second, easily readable viewer advisory immediately prior to the beginning of the program, stating: “Viewer Advisory: The following program, identified as TVMA, is for mature audiences only, may be unsuitable for children under the age of 17 and contains material which some viewers may find objectionable.” Program Providers must use the viewer advisory provided by BITV without
  
- D. • Extreme Violence or Degradation: Programs identified as containing extreme violence or degradation are scheduled on the Community Voices channel between the hours of 11 pm and 5 am. Program providers will identify the program as containing extreme violence or degradation on the program contract and will include a 15 second, easily readable viewer advisory immediately prior to the beginning of the program, stating:
  
- E. “Viewer Advisory: The following program, identified as containing extreme violence or degradation, contains material which some viewers may find objectionable or inappropriate for children.” Providers must use the viewer advisory provided by BITV without alteration. A Program Provider who fails to provide such notification and advisory shall be subject to disciplinary action as a major violation of BITV’s Rules.

F. It is a violation of BITV policy to submit for telecast programming that is obscene or otherwise unlawful. Programs that are obscene may not be submitted for telecast. In addition to any sanctions that may be imposed under federal, state, or local laws, a program provider who submits programming that is determined to be obscene shall be subject to disciplinary action as a major violation of BITV's Rules.

G. Obscene material as determined by the courts is material which:

- (a) to the average person, applying contemporary community standards, taken as a whole, appeals to the prurient interest,
- (b) depicts or describes sexual conduct in a patently offensive way, and
- (c) taken as a whole, lacks serious literary, artistic, political, or scientific value.

## **66. POLITICAL PROGRAMS**

Political programs are those programs produced by Bainbridge Island Television (BITV), other organizations who are members of BITV, and/or independent member producers featuring a political candidate, or one or more people speaking about a political candidate or a forthcoming ballot question to be placed before the voters. Candidate forums, with all candidates, are considered to be news events not political programming.

Political programs must adhere to the same program requirements as all other access programming.

## **67. SATELLITE PROGRAMS**

Satellite programs are defined as programs that are picked up from a satellite down link and carried live on the PEG access channels. Programs that are recorded on tape from a satellite feed shall be presented to BITV in the same manner as all other tapes are presented. Satellite programs will be treated as special events and will be scheduled as single, non-series programs only. Upon written request from a Provider, BITV reserves the right to approve blocks or series for educational or government access programming.

## **68. SPECIAL REQUIREMENTS FOR SUBMITTING SATELLITE PROGRAMS:**

Signing a Program Contract for each separate program to be carried on the channels including any that are carried within a block of programming. In signing the Program Contract, the Program Provider warrants that the program conforms to program procedures and the indemnity agreement. The program provider must provide written clearance from the authorized distributor for carriage of the programming on a non-commercial channel on a pre-emptible basis.

Warranting in writing to BITV that all technical aspects of delivery of the satellite signal have been satisfied, and that the Program Provider assumes all responsibility and costs of assuring that the signal is delivered to the point designated by, and meets the technical standards of BITV and Comcast Cable. In addition, the Program Provider will warrant in writing to BITV that they understand that it is their responsibility to notify BITV twenty-four hours in advance of any technical failure that will or may cause the failure of the program provider to meet their contractual obligation to deliver the satellite signal as described above.

#### **69. LOSS OF LOCALLY SPONSORED SATELLITE CHANNEL SPACE**

Failure to deliver satellite programs is a violation of the Rules.

#### **70. OWNERSHIP RIGHTS**

The copyright for programs produced using BITV equipment is retained by the BITV member producer. Member producers using their own equipment would also own the copyright for the programs they produce. This includes the right to distribute the program to other cable systems, and/or commercial distribution channels.

BITV has the right to unlimited telecasts of submitted programs on cable and other available distribution methods, and the right to copy the program for promotional use.

BITV does not have the right to make additional copies of programs without the permission of the program provider.

#### **71. PROMOTION AND CREDITS**

Program credits are selected by the Program Provider with the following limitations:

Bainbridge Island Television (BITV), its staff and Board of Directors, COBI and Comcast Cable may not be listed as producer or co-producer of the program, and addresses and telephone numbers of the aforementioned may not be used in the credits or as contacts for the PEG access Program Provider, unless the aforementioned is the program producer or unless grants require such credit listing.

The Program Provider may not list private phone numbers or addresses without the prior written consent of the individual.

#### **72. BITV COMMUNITY READER BOARD**

BITV cablecasts community announcements between video programming and during certain blocks of the day. Community Reader Board Announcements ("CRA") are approved by the Executive Director. They are announcements of

events that are non-commercial in nature. No service or product may be advertised and all CRAs must contain a contact phone number. CRAs can publicize community events (non-profit, government and educational institution, etc.) that charge for admission but that charge cannot be included in the CRA. Those interested in publicizing their event need to follow the CRA submission guidelines available at [www.bitv.org](http://www.bitv.org). CRA's run for one-week preceding the event date.

## **RULE VIOLATIONS AND LOSS OF PRIVILEGES**

### **73. MAJOR RULE VIOLATIONS**

- a. Owing funds to BITV due to failure to pay for equipment damage, submitting a check with insufficient funds, etc.
- b. Failing to conform with initial use of programs produced with PEG access equipment on PEG access channels managed by BITV.
- c. Providing false contract information.
- d. Breach of the program contract warranties.
- e. Using equipment and facilities for any purpose not related to the production of programs for telecast on BITV managed channels.
- f. Using BITV's name, logo, any corporate mark, or identification to gain access to events without consent of BITV.
- g. Representation as agent of BITV without official BITV consent.
- h. Abuse, vandalism, or failure to maintain equipment and facilities.
- i. Return of equipment in damaged or unworkable condition, or failure to return equipment through intent, negligence, loss, or theft.
- j. Attempted equipment maintenance or disassembly.
- k. Changing the wiring/cabling of the studio or an editing room without specific authorization in advance by BITV.
- l. Removal of equipment from the equipment storage area without proper check-out procedures and/or without signing an equipment contract.
- m. Checking out equipment for use by a non-certified producer, or for a producer on suspension.
- n. Behaving in a violent, disruptive or threatening manner, or repeatedly behaving in a disrespectful manner.
- o. Failure to pursue organizational or personal insurance or to cooperate fully with BITV in the event of equipment loss or damage.
- p. Using or possessing alcohol or controlled substances at BITV or on the truck.
- q. Possessing firearms or other deadly weapons at BITV or BITV vehicle.
- r. Possession of food or drinks in the vehicle or areas of BITV with production equipment, with the exception of capped water bottles stored on the floor.
- s. Smoking or use of chewing tobacco at BITV or vehicle.
- t. Covering BITV equipment labels or identifying information on equipment.
- u. Using abandoned project footage without BITV consent.

### **74. MINOR VIOLATIONS**

- a. Failure to cancel or claim a reservation of equipment or facilities within 10 minutes of the scheduled reservation time.
- b. Late return of equipment, without authorized extension.
- c. Failure to vacate production facilities by the end of the reservation time without authorized extension.
- d. Return of dirty equipment.
- e. Return of batteries requiring a charge in an uncharged condition.
- f. Operation of equipment or use of facilities in an incorrect, unsafe, or inappropriate manner, which might result in damage.
- g. Improper packaging of equipment for transport.
- h. Reserving or checking out equipment for another producer unless otherwise specified and approved.
- i. Failure to submit a program for cablecasting within production schedule limits.
- j. Listing private phone numbers or addresses on a program without the consent of the individual.
- k. Failure to deliver a series program or individual satellite program within schedule.
- l. Behaving in a disrespectful manner while at BITV or participating in a BITV event.
- m. Failure to maintain current file and contact information, or failure to respond to contact.

## **75. SANCTIONS**

A Major Violation results in immediate suspension from the organization and/or use of the resource involved in the violation. This may include all membership privileges including use of channels, access to BITV events, and facilities. Where damage to or loss of equipment and/or facilities results in connection with Major Violations a, e, f, g, h or i, suspension is in effect until compensation is made for such damages. There are no written warnings or probationary period for Major Violations.

A Minor Violation will result in the following sanctions:

First—written warning

Second—final written warning

Third—suspension from use of the resource(s) involved in the violations.

The length of a suspension is one year, with the following exception:

Breach of the Program Contract will result in a suspension of one year minimum, and may be extended, depending on the severity of the violation. Suspension of a principal participant in a program may result in that program becoming ineligible for telecast until that suspension is complete. Recertification and a written plan for correction may be required after suspension.

## **76. RECOGNIZING SUSPENSIONS ISSUED BY OTHER COMMUNITY TV CENTERS**

In order to protect community resources, BITV will recognize and enforce suspensions issued by other community TV centers with comparable rules. BITV may require a plan for correction at the completion of the suspension. Suspensions for violation of program contract will cause the programs under contract to be ineligible to be telecast on BITV managed channels, unless this provision is waived by BITV.

#### **77. APPEAL OF SANCTIONS**

A producer may appeal any disciplinary action by making a written statement to the BITV Executive Director. Any restrictions resulting from a disciplinary action will remain in effect throughout the appeal process. The Executive Director will investigate the circumstances surrounding the disciplinary action and return a written report and judgment to the member within 10 working days. The member may then, within the next 10 business days, continue the appeal with a written statement to the BITV Board of Directors, who will make their decision at their next regularly scheduled meeting.

#### **78. AMENDMENTS TO THE RULES AND PROCEDURES**

Amendments to the Rules and Procedures will be passed by the BITV Board of Directors during posted business meetings. Recommended amendments to the Rules and Procedures may be submitted in writing to the BITV Executive Director.

**79. PROGRAM CONTRACT**

**PROGRAM CONTRACT**

All programs played by Bainbridge Island Television (BITV) on Channel 12 and 22 of Comcast cable system or streamed from BITV's web site must be produced or sponsored by a BITV member. Please complete all sections. Falsification or willful misrepresentation of the information will result in suspension of member privileges, and investigation.

Name: \_\_\_\_\_ Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_ Tel: \_\_\_\_\_

Fax: \_\_\_\_\_ Email address: \_\_\_\_\_

**A. PROGRAM OR SERIES TITLE:**

\_\_\_\_\_ length \_\_\_\_\_

Mark all that apply

- \_\_\_\_\_ New program - Never cablecast/played on BITV
- \_\_\_\_\_ Repeat program - Has aired on BITV
- \_\_\_\_\_ Single program - Each single program requires a new contract
- \_\_\_\_\_ Series - Several programs all of which conform to this contract and have the same title
- \_\_\_\_\_ Local Program - Content created by a member of Bainbridge Island Television
- \_\_\_\_\_ Imported Program - Content created by a non-member of BITV and submitted by BITV member.

Category of Program – mark one:

Culture \_\_\_ Education \_\_\_ Government \_\_\_ Public Affairs \_\_\_ Religious \_\_\_ Sports \_\_\_

**B. CONTENT GUIDELINES:** In accordance with Bainbridge Island Television's Rules and Procedures manual, answering Yes to any of the following questions does not necessarily prohibit your program from airing, but rather provides us information when the program should be cablecast according to the TV Parental Guidelines Monitoring Board and FCC guidelines. Submitted programs that meet the guidelines will be aired once. Subsequent airings are at the discretion of BITV. For more information see the BITV Rules and Procedures manual.

1. Does this program/s contain any obscene or erotic material/language? \_\_\_\_\_
2. Does this program/s contain any indecent material/language? \_\_\_\_\_
3. Some material, such as profane language, nudity, implied or explicit violence and graphic depiction of surgical procedures may be unsuitable for viewing by children. Does this program include such material? \_\_\_\_\_
4. Does this program contain any material that is libelous, slanderous, in defamation of character, or unlawful invasion of privacy? \_\_\_

**C. TECHNICAL GUIDELINES:** Programs submitted must on DVD, or SVHS tape, recorded in SP mode (standard play) and must comply with BITV Rules and Procedures. Audio programs must be submitted in CD format.

**D. REQUESTED CABLECAST/AIR TIME:** BITV will schedule programs with the goal of presenting a coherent schedule to BITV viewers. Members may request time, but BITV does not guarantee requested time slots.

**E. REPLACEMENT OF TAPE/CD:** BITV assumes your DVD/TAPE/CD is operative, and is not responsible for the replacement of the DVD/TAPE/CD, or its contents if the DVD/TAPE/CD is not operative.

**F. PROGRAM DESCRIPTION:** Tell us a little bit about your program. Why your program was produced, what is it about, when and where it was recorded, and noteworthy talent. This will help us program publicity. *If your programming changes from what are described herein, a new programming contract is required.*

---

---

---

---

**G. PROGRAM TAG:** As producer/sponsor of this program, I understand that my name/company and valid telephone number or email address are to be included at the end of the program, no less than five seconds in length. Viewers requesting information on this program will be given my telephone number or email.

**PROGRAM TAG: As listed at end of program.**

Name \_\_\_\_\_ Contact info \_\_\_\_\_

**H. PROGRAM LIABILITY AND INDEMNIFICATION:** ALL PROGRAMS MUST BE SUBMITTED BY ORGANIZATIONS OR INDIVIDUALS THAT ARE MEMBERS OF BAINBRIDGE ISLAND TELEVISION (BITV) BEFORE SIGNING THIS CONTRACT. According to Federal Communication Commission (FCC) public access television rules and BITV 501 c. 3 non profit corporation requirements, there can be no solicitation of any kind whether direct or implied in the program.

**I, the undersigned, warrant and represent to Bainbridge Island Television, that the program presented by me for scheduling as described on this contract contains none of the following:**

- 1. Any advertising or material that promotes a product, service or lottery**
- 2. Material which violates any law, including but not limited to obscenity, libel, slander, invasion of privacy, trademark or copyright.**
- 3. Any solicitation, call for action or direct appeal for funds**

**AS AGENT OF THIS PROGRAM I OWN ALL REPRODUCTION RIGHTS AND ACCEPT FULL RESPONSIBILITY FOR ITS CONTENT. I HOLD BAINBRIDGE ISLAND TELEVISION AND COMCAST HARMLESS.**

I understand that by signing this contract, I am assuming full responsibility and will be held legally accountable for the content of this/these program/s and as such may be subject to prosecution for program content that violates any state, county, city or federal law. I agree that my program can be cablecast or webcast from BITV at its discretion. I have read and hereby agree to abide by all BITV policies regarding the

use of BITV channel/s and facilities. I agree to indemnify and hold harmless Bainbridge Island Television, Comcast and all governments having cable franchise or service agreement with the foregoing, and their respective staffs, and governing boards, from any liability, loss or damage, including reasonable attorney's fees and court costs, caused by any claim of legal action arising out of the cablecast of the programming submitted by me and/or my organization. I have not represented myself as an agent of BITV to obtain this program. I have received appropriate releases for property and/or persons in the program, and I have releases for any copyrighted material including but not limited to music used in the program. I have the authority to submit this program as the producer or as the authorized agent for the sponsoring organization. **I have proper paperwork supporting any and all permissions, copyright or trademark material used within this program.**

Member Signature \_\_\_\_\_ Please print name \_\_\_\_\_

Date \_\_\_\_\_ Organization (If appropriate) \_\_\_\_\_

Parent/Guardian if producer is under 18 \_\_\_\_\_

Telephone number of Parent or Guardian \_\_\_\_\_

## **80. Equipment Agreement**



# RENTAL AGREEMENT

Name \_\_\_\_\_ Company/Org. \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_

email \_\_\_\_\_

Program Title \_\_\_\_\_

Anticipated completion date \_\_\_\_\_ Will the first public airing of this program be on BITV? \_ \_\_\_\_\_

## Equipment/Facility Request

Qty/Days	Item	Fee	Total
<b>Total including 8.8% WA State Sales Tax</b>			

Requested Date/Time \_\_\_\_\_ Return Date/Time \_\_\_\_\_

Sign-out Date/Time \_\_\_\_\_ Sign-in Date/Time \_\_\_\_\_

Signed out/Payment collected (BITV Staff) \_\_\_\_\_

I request the equipment listed above for the period of time indicated. I have received the equipment in good operating condition, and have knowledge of its operation to prevent damage through improper use. I will return this equipment in the same condition on or before the time listed above. I have read BITV Rules and Procedure Manual, and upon signing this agreement I accept full responsibility for the equipment including theft and damage, and agree to the terms of the BITV Rules and Procedure Manual.

Accepted by (BITV Member) \_\_\_\_\_

Date \_\_\_\_\_

Returned in good condition (BITV staff) \_\_\_\_\_ Date \_\_\_\_\_

Comments \_\_\_\_\_

### Rental Agreement and Responsibilities

- A. **Equipment Use:** Certified members may reserve and use BITV equipment and facilities only for the production of programs to be telecast first on BITV. BITV members may not sublease, loan, rent, or charge for BITV equipment. BITV members may not charge persons, organizations or businesses for airtime on BITV channels. BITV commercial use policies apply to non certification rentals.
1. **Studio:** The member reserving the studio is responsible for conduct of their crew, program hosts and guests. No food or beverages may be brought into the studio. Upon completion, the studio must be cleaned and in the same condition as it was prior to use. All props, backgrounds, etc. must be removed.
- Nothing may be hung from the lighting grid, drapery or drapery track.
  - Permanent fixtures, construction, painting or room alterations must be discussed with the Executive Director prior to the rental.
2. **Editing Rooms:**
- Members must be certified for the specific editing equipment and software they are reserving and all prerequisite workshops must be completed prior to use.
  - The equipment has been calibrated for optimum performance. Do not adjust any equipment. Consult a staff person if you perceive a problem and document the problem on a BITV Report Form.
  - Use headphones for audio monitoring when other members are present.
  - Please be respectful of other members and the staff. Do not interfere with their work.
  - Only use approved recording media.
  - No food or beverages may be brought into the editing rooms.
  - All digital media storage will be erased at least once a week. It is the member's responsibility to save and backup their program upon completion. BITV is not responsible for programs left on storage media. Storage systems are erased weekly. BITV encourages all producers to purchase their own storage devices for their programs.
3. **Field Production Equipment:** Field equipment may be checked out for up to twenty-four (24) hours. Equipment may not be taken outside a fifty-mile radius of the studio without prior permission. Equipment must be returned no later than the time specified on the Equipment Rental Agreement at the time of check-out unless the member has received authorization for the late return from BITV staff.
- All prerequisite workshops and certification must be completed prior to reserving equipment.
  - We recommend that you use only Sony tape stock in the Sony cameras. BITV will supply you with stock at BITV's cost if you need tape stock. Other tapes can affect the performance of our cameras.
  - Do not use any head cleaning tapes or attempt to clean the heads. BITV maintains the cameras.
- B. **Equipment Use Contract:** The BITV member is required to complete an Equipment Rental Agreement before using any BITV equipment or facilities. In signing the contract, the member agrees to indemnify BITV staff, and reimburse BITV for all damage to or loss of any equipment or facility due to neglect, abuse, theft, or other causes while the equipment is signed out by the member. The contract also contains a statement of compliance with BITV rules and procedures. As a point of information, minimum repair costs are \$75.00 and could easily exceed \$500.00. Replacement costs examples are: individual lights \$500; microphone cables \$30; light stands \$100; manual \$75.
- C. **Failure to Return Field Equipment at the Time Specified.** Sanction: The member is subject to penalties of \$50/day plus the daily use fees, applicable to any portion of a day the equipment is late; and the member will be suspended from check-out privileges for a period of up to two (2) weeks. In addition, if the equipment is more than twelve (12) hours late without notice, or another member loses a production opportunity due to the failure to timely return the equipment (whether or not the member is aware that another member has lost or will lose such opportunity) the member is suspended from check-out privileges for two (2) months and may be subject to cover the costs of the other producer, who may incur rental costs from alternate sources. If the equipment is more than one (1) day late a police report will be filed.
- Adjusting, recalibrating or rewiring equipment.** Sanction: The member is subject to all costs to recalibrate the equipment. In addition, the member is suspended from the facility and equipment use for ninety (90) days.
- D. **Reservation System:** Our facility and equipment is used by many members. Equipment is available on a first-come, first-served basis. You may make as many as three (3) current reservations. Exceptions to these limits are available for long term projects and series for which an approved production plan has been submitted to the Production Manager. Examples of these are long term contracted City Council meetings or a series agreement like a weekly live studio production. All reservations must be for times when staff is present in the BITV facilities. Reservations may be

made or amended by telephone at any time the Production Manager or designated Facility Manager is present in the facilities.

**Failure to check out Equipment at the Time Specified in the Reservation.** Sanction: The member may forfeit any reservation for equipment if they are more than fifteen (15) minutes late for that reservation. If the member does not show up for a reservation at all, all subsequent reservations are forfeited and no additional reservations may be made for up to two (2) weeks.

- E. **Cancellations:** BITV members may change equipment and facility reservations up to 24 hours before the scheduled date without any penalty. Changes within 24 hours are subject to a 50% charge. Defaulting on a reservation will result in the BITV member being charged. If the facility or equipment is not needed by another member, and at the discretion of the Production Manager, a member may continue to use the facility and equipment without penalty.
- F. **Staff Assist:** If members require staff assistance for technical issues, the staff may assist as their time permits. Because they are performing other responsibilities throughout the day, it should not be assumed they will be available. Under no circumstances shall staff assist members with their projects, or mentor members on a one-on-one basis. Members requiring additional training are encouraged to take a class.