

Television & Radio Program Proposal



Fairfax Public Access

Program Title _____

_____ Please Circle One
Producer **Sponsor**

Address _____

Home # _____ Work # _____

E-mail _____

Television

Length: 58:30 ___ 28:30 ___

Schedule:

Weekly ___ **Bi-weekly** ___

Monthly ___ **Special** ___

Facility:

FPA Studio _____

FPA Field _____

Outside Equipment _____

Language _____

Channel:

FPA 10 ___ **FPA 30** ___

Radio

Language _____

Channel:

FPA 37 WEBR _____

FPA 30 WRLD _____

Show Format/Type:

(Example: Talk or Music)

(Radio shows are a full one hour and are weekly shows.)

TERMS AND CONDITIONS

All persons using the facilities of the Fairfax Cable Access Corporation (FCAC), doing business as and hereinafter referred to as Fairfax Public Access (FPA), or who submit material for carriage on the facilities of the Fairfax Public Access agree to the following:

You and Fairfax Public Access (FPA) agree as follows:

FPA shall, at its option, allow you and persons designated by you, to enter the facilities of FPA, use equipment and materials belonging to FPA, or have program materials transmitted over the facilities of FPA (including, but not limited to, carriage of program materials over radio, TV or data communications systems), all of which is sometimes called, either separately or collectively, "the facilities of FPA."

You warrant to FPA that you have read the latest edition of the FPA Operations Manual, and you agree to all the terms and conditions described in that document.

You warrant to FPA that you have, or before using the facilities of FPA you will have, obtained prior permission through appropriately executed licenses, all of which you assign to FPA, to use any copyrightable material, any personality rights, any photographic rights, talent, materials, location and other rights necessary to permit the use of the same on, in, or at the facilities of FPA.

You warrant to FPA that you shall include in all materials adequate copyright notices for material and matter used or produced, in whole or in part, at the facilities of FPA.

All productions at FPA, including the creation of any material that is or could be subject to copyright protection that is produced at the facilities of FPA shall be subject to an exclusive license. You warrant that FPA shall have an exclusive license to use such material from the date hereof (or the date of creation thereof, whichever is later) to a time which is one-year following the date of the first performance or carriage of the same at the facilities of FPA (whichever is later), but in no event shall the exclusive license period exceed 21 years from the date of this agreement. Following the period of the exclusive license, FPA shall, until 21 years from the date of this agreement, have a non-exclusive license to use such material. Use of the material shall include, but not be limited to, the rights to perform, copy, adapt, distribute, and sell the material (or any part thereof).

In the event that you should fail to provide FPA with copyrights or similar rights required by the provisions of this agreement, you agree to pay FPA for all of its attorney's fees and costs associated with the enforcement of this agreement in addition to any and all damages suffered by FPA in connection therewith. Further, you agree to

indemnify and hold FPA, its employees, officers, and directors, harmless from all such claims associated therewith.

At no time during the period of the exclusive license to FPA shall you permit, cause, or allow any materials created, produced, or transmitted at the facilities of FPA to be sold, used commercially, or used in any other public performance without the express written permission of FPA.

In the event that you (or any person acting under your direction or control) should breach any provision of this agreement, you agree to pay FPA damages.

The damages that may be sustained include the loss of use of FPA's facilities as well as potential claims that involving administrative expenses as well as expenses attendant to FPA's qualification as a tax-exempt organization pursuant to 26 USC 501. The dollar amount of such damages is difficult to determine, and you agree that such damages should be liquidated according to the following formula. You shall pay FPA liquidated damages at the rate of \$3,500 per one-half hour of time (or fraction thereof) that you have used the FPA facilities, in violation of the provisions of this agreement. The liquidated damage limitation shall not apply in those instances where FPA can establish, by a preponderance of the evidence, that the damages sustained by a breach of the provisions of paragraphs 5 or 6 have created a greater amount of damages.

You agree to execute and do all acts which shall be reasonably required by FPA to effectuate the purposes herein, including, if requested, execution of documents, including those relating to ownership of copyright, assignment of license, and registration of copyright. You will, upon any reasonable request of FPA, do, execute or cause to be done or executed all such further acts, deeds and things for the better, more perfectly and absolutely conveying and assuring the requirements herein, including the requirements intended so to be done as the same shall reasonably be required.

You agree that FPA maintains all rights in its trademarks which include without limitation FPA, the FPA logo, Channel 10, Channel 37, Channel 30, FCAC, Fairfax Public Access, 94.5 Cable FM, the 94.5 Cable FM logo, and any other trademarks which may be developed in the future. You will not utilize those trademarks in any fashion without the express written consent of FPA.

You will pay to FPA liquidated damages of \$3,500 for each instance of breach, plus costs and attorneys fees. This provision shall not prevent FPA from additionally seeking and obtaining any equitable (including injunctive) relief.

You understand and agree that FPA may make public access channel(s) available to residents of the County on a

nondiscriminatory basis, free of charge. Charges for equipment, personnel, and production of public access programming shall be reasonable and consist with the goal of affording users a low-cost means of access. You understand and agree that FPA has no obligation to provide access to production facilities to produce a television program that exceeds fifteen (15) minutes duration. You understand and agree that FPA has no obligation to provide replay of users' supplied videotapes on public access channels that exceed fifteen (15) minutes duration. You understand and agree that FPA may require tapes to be in a standard format compatible with FPA's playback facilities, and that FPA may adopt operating rules for the use of public access channels. You understand and agree that the following is required under the provisions of contracts between FPA and Verizon Virginia, Inc. (herein after referred to as Verizon) and Cox Communications, Inc. (herein after referred to as Cox):

FPA shall comply with any lawful standards or requirements for Public Access channels set forth in § 9-7-4 of the Fairfax County Code, as the same may be amended from time to time, and in Verizon and Cox franchises, in FPA's maintenance and administration of such channels and performance of this Agreement: Fairfax County § 9-7-4 prohibits the carriage of: Any advertising material designed to promote the sale of commercial products or services (including advertising by or on behalf of candidates for public office); lottery information; and obscene or indecent matter. You agree not to do anything that would violate the obligations of FPA in that regard. You understand and agree that FPA may adopt rules providing for nondiscriminatory access or rules that favor first-time users that FPA may permit public inspection of records of the names and address of all persons or groups requesting access time, all persons whose programming is transmitted by FPA on any Public Access Channel, all applicants seeking to use FPA's production facilities, and all producers using FPA's production facilities.

You understand and agree that FPA may adopt procedures that grant priority to first time users, equitably rationing "prime time" slots among prospective users, and limit series of programming for some programmers to permit an equitable use of available time periods by other programmers. You understand and agree that FPA may impose any reasonable costs on Fairfax County residents seeking to use FPA's production facilities or to place programming on

Public Access channels, and that FPA may impose costs on any other basis on other persons. You understand and agree that FPA may take reasonable measures to maximize the use of the FPA facilities by residents of Fairfax County, the cities and towns within its external boundaries and the City of Falls Church.

You understand and agree that FPA may deny access to FPA's production facilities to persons who do not have the production skills required for operating production equipment. You will not permit any person who does not have the required skills to use or operate production equipment. However, FPA will provide opportunities for users to learn these skills through training workshops.

You certify that any programming to be transmitted on the Public Access channels does not contain obscenity, and you understand and agree that no program and/or presentations shall be transmitted or permitted to be transmitted on the Public Access channels which has obscene content or otherwise violates any applicable law.

You agree to defend, indemnify and hold Verizon, Cox, FPA and their officers, directors and employees harmless from any and all liability or injury (including costs and attorneys' fees) arising from or in connection with claims for failure to comply with any applicable laws, rules or regulations of local, state or federal authorities; for claims of obscenity, libel, slander, invasion of privacy, violation of rights of publicity, copyright infringement or for unauthorized use of any trademark, trade name or trade secret; for breach of contractual obligations owing to third parties and for any other injury or damage in law or equity, which claims result from your use of the FPA facilities including the use of Public Access channels.

All provisions of this document are intended to be severable, and this instrument constitutes the final, entire, and exclusive agreement between the parties, which is governed by Virginia law, and abiding upon and inures to the benefit of the parties, their successors, heirs, legatees and assigns.

In the event that any provision of this Terms and Conditions should conflict with any other provision of the FPA's Programming and Operations Policies and Procedures Manual, the provisions of this Terms and Conditions shall prevail.

Program Description:

Producer's Declaration:

By signing below I certify that all statements made on this form are true and accurate; that I agree to all terms and conditions; and that I have read and understand the FPA Operations Policies and Procedures Manual.

_____ Date _____

Management Approval:

_____ Date _____