

**FAIRFAX PUBLIC ACCESS
RADIO SHOW RENEWAL**

If you are interested in changing
Your current timeslot, please
Contact Jamie at jplesko@fcac.org
It is a request only.

Date _____

SECTION ONE: BACKGROUND

Program Title _____

Producer _____

Producer's Street Address _____

City/State/Zip _____

Home Phone _____

Work Phone _____

E-mail (for station contact) _____

Show Email _____

Show Website _____

SECTION TWO: PROGRAM INFO

Broadcast Station

_ WEBR

OR

_ WRLD

Proposed length of each program

Number of programs you expect
to produce during the next six months

Do you webcast your show?

SECTION THREE: PRODUCER AGREEMENT

*I have read the Terms and Conditions
accompanying this Renewal Form and
agree to
adhere to them.*

*This program complies with all
content and
technical specifications in the
Operations
Policies and Procedures Manual.*

*I understand that noncompliance with
the
Ops Manual could result in disciplinary
action,
fiscal penalties and/or suspension.*

SECTION FOUR: PRODUCER DECLARATION

By signing below, I certify that all statements made on this form are true and
accurate and that I agree to all Terms and Conditions in the original proposal.

/Signed/ Producer

Date

SECTION FIVE: ACCEPTED BY FCAC

Radio Program Director Date

General Manager Date

FAIRFAX PUBLIC ACCESS

TERMS AND CONDITIONS

All users submitting videotapes and audio tapes for broadcast and/or desiring to cablecast live shows, shall agree to the following terms and conditions as a precondition of broadcast.

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

2. FPA shall, at its option, allow you and qualified persons designated by you, to (a) enter the facilities of FPA, (b) use equipment and materials belonging to FPA, or (c) have program materials transmitted over radio, t.v., or data communications systems), all of which is sometimes called, either separately or collectively, "the facilities of FPA."

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

4. 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 has created a greater amount of damages.

5. 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/Radio 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 a contract between FPA and Cox Communications of Fairfax County, Inc.: FPA shall comply with any lawful standards or requirements for Public Access channels set forth in S 9-7-4 of the Fairfax County Code, as the same may be amended from time, and in Cox Communications Franchises, in FPA's maintenance and administration of such channels and performance of this Agreement: Fairfax County S 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 (a) may permit public inspection of records of the names and addresses of all persons or groups requesting access time, (b) all persons whose programming is transmitted by FPA on any Public Access Channel, (3) all applicants seeking to use FPA's production facilities, and (4) all producers using FPA's production facilities.

6. 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.