

# Willamette Falls Media Center

## Cablecast Request Form

Name of Series and/or Program Title		HH	MM	SS
		Length of Program		

Total Episodes	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Weekly	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Annually
Series	Series Occurrence				

Producer Name and/or Sponsor Name	<input type="checkbox"/> Yes <input type="checkbox"/> No
Foreign Program <sup>1</sup>	

Contact Number	Email Address
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Address		
City	State	Zip

MM / DD / YYYY
Date Request Submitted

Has this program previously been cablecast in the Portland Metropolitan area?  Yes  No  
If yes, by what facility?

Was this program produced through Willamette Falls Media Center?  Yes  No  
If not, where?

Does this program contain potentially objectionable material?  Yes  No  
(If yes, the program or series will be played during designated Safe Harbor hours.)

### **PRODUCER LIABILITY AGREEMENT AND INDEMNIFICATION**

Producer assumes all responsibility as producer, originator, author or distributor of any of producer's programming carried on the public access channels of Willamette Falls Media Center (WFMC) or any other system on which the programming is carried. Producer agrees to indemnify Willamette Falls Media Center, the Clackamas Cable Access committee, Clackamas County, The cities of Damascus, Gladstone, Milwaukie, Oregon City, and West Linn & Unincorporated Clackamas County, Comcast of Oregon, Clackamas Community College and all of their respective boards of directors, and each of them, their officers, employees, and those of any other cable television system using producer's programming. The producer agrees to indemnify, hold harmless and defend the persons listed above and each of them from any liability, loss, or damage, including reasonable attorney's fees and court costs either at the trial level or at the appellate level cause by or arising out of any material supplied by producer in connection with its Utilization of the Community Access Channels, cable casting equipment or producing equipment.

Without limiting the generality of the foregoing, producer further agrees to indemnify, hold harmless and defend the above named individuals and organizations and each of them from any and all claims, damages, costs and liability of any nature whatsoever, including reasonable attorney's fees at the trial level and appellate level if suit or action is filed which may be imposed by reason of any claim that any material transmitted or disseminated by producer violates or infringes upon the rights, trade names, or the right of privacy of any other owner, licensor, copyright holder, writer, composer or other person, corporation, partnership or legal entity, or that said material constitutes liable or slander, and further that it does not violate the provisions or rules and prohibitions set forth by the FCC or any public regulatory agency established by statute, administrative rule or intergovernmental agreement.

Producer agrees to defend all actions to which any indemnity stated herein applies and to conduct defense they're of at its expense and by its own counsel. Willamette Falls Media Center shall have the right to participate in such defense at producer's expense and by its own counsel and producer agrees that it will cause its counsel to cooperate with Willamette Falls Media Center .

<sup>1</sup> "Foreign" Program refers to programs produced outside of WFMC's Service Areas

Producer individually and if applicable on behalf of all members of the organization of which producer is a member hereby releases Willamette Falls Media Center and its successors and assigns, including without limiting the generality of the foregoing any mistakes, omissions or interruptions in the cablecast.

Producer agrees to comply with the requirements applicable to Public Access Channels set forth in the operating rules of Willamette Falls Media Center and in the intergovernmental agreement between the cities of Oregon City and West Linn.

Producer warrants and represents that the program does not contain:

- Any solicitation of funds or advertising of material designed to promote the sale of commercial products or services.
- Any material that is obscene, indecent or an invasion of privacy.
- Any material concerning lottery information, gift enterprise, or similar scheme.
- Any material requiring union residual or other payment including but not limited to talent and crew unless those payments have been executed or waived.
- Any material that is slanderous, libelous at made unlawful by any law instituted by a governmental body.
- Any material that is copyrighted or subject to ownership or royalty rights without necessary releases, or other permission.

If any material included in the program is copyrighted or subject to ownership or royalty rights, union residuals. Or other payment, producer will obtain all necessary payments to authorize cable casting of any such material. Producer releases Willamette Falls Media Center, its directors and officers, agents and employees from all liability if the program is damaged, lost, or stolen while in their custody. This liability and indemnification extends to programs and program material with producer submits to Willamette Falls Media Center for cablecast whether or not such material is produced in whole or in part by the use of Willamette Falls Media Center facilities.

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Title of Program

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Producer Signature (Parent or Guardian signature required if under 18 years of age.)

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Received By (Staff Signature)

All media must be received at least 10 days prior to cablecast date. Tapes must be delivered in ½ inch VHS or SVHS (format recorded in SP mode), DVD, Data Disk or Electronic Storage Device. A label indicating title, producer and exact length of program (with pre-roll) must accompany all media. Program length is determined by timing from the opening title sequence of the program to the close of the program's credits. Include logo in timing. All media submitted must have at least 10 seconds of black prior to the beginning and at least one minute of Willamette Falls Media Center Logo at the end of the program. A series must be renewed after 13 weeks and is subject to new playback times upon renewal. The program tape submitted for cablecast becomes part of the Willamette Falls Media Center Library. The producer relinquishes control of the tape at that time. All personal copies of the program must be made before the program is submitted. After all scheduled plays are complete; Willamette Falls Media Center may recycle media storage without notice (unless otherwise requested and agreed upon). Willamette Falls Media Center determines final scheduling of all programs.  NO COPIES<sup>2</sup>

Comments:

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<sup>2</sup> WFMC HAS THE RIGHT TO COPY PROGRAM UNLESS PRODUCER HAS CHECKED THE "NO COPIES" BOX.