



740 West Boston Post Road, Suite 311, Mamaroneck, NY 10543

LMC Media Producer Agreement

- I. The undersigned intends to produce and/or televise a program for cable television and online streaming to be shown for non-commercial purposes over municipal, education, and/or public access channels operated by Larchmont-Mamaroneck Community Television, Inc. (LMC Media) pursuant to the authority given to LMC Media by the Larchmont-Mamaroneck Cable TV Board of Control.

II. Producers Information

Printed Name of Producer: _____

Affiliated Organization (if Applicable): _____

Address: _____

Phone: _____ Email: _____

Member of LMC Non-member of LMC

Printed Name of Co-Producer (if Applicable): _____

Address: _____

Phone: _____ Email: _____

Member of LMC Non-Member of LMC

III. Program Information

The program is to be: Live Video Recorded Video Recorded Podcast/Audio

WHERE: LMC Studios On Location Imported

The program title is _____

Give a brief description and subject matter of the program/show:

Check one: Series Single Program/Event

IV. Program Policy

In consideration of LMC Media's permitting the cablecast of such a program, the undersigned agrees that he/she:

- A) Is familiar with the nature of the program material and accepts full responsibility for program content.
- B) Warrants and represents that the program does not contain:
 - a. Any material that solicits funds for any commercial purpose.
 - b. Any advertising material designed to promote the sale of commercial products or services, including advertising by or on behalf of candidates for public office.
 - c. Any material that is obscene, indecent, or an invasion of privacy.
 - d. Any material concerning lottery information, gift enterprise, or similar schemes.
 - e. Any material that is slanderous, libelous or prohibited by law.
 - f. Any material requiring union, residual, or other payments including but not limited to talent and crew unless those payments have been made or waived or releases have been obtained.
 - g. Any material subject to copyright, ownership, royalty rights or residuals unless releases, licenses or other permissions have been obtained.

The undersigned agrees to provide LMC Media with copies of any releases, licenses, or other permissions required under paragraph IV, f and g, hereof.

In the event any claim or actions stemming from the telecast or uploading of the program is brought against LMC Media, its directors, officers, employees, or agents, or the Larchmont Mamaroneck Cable TV Board of Control, or municipalities of the Village of Larchmont, Village of Mamaroneck, or the Town of Mamaroneck or any appointed or agent thereof, the undersigned hereby agrees to indemnify and hold them harmless, including all legal fees and expenses involved in defending such claim or action.

The undersigned hereby releases LMC Media, its directors, officers, employees, and agents from all claims for damage, loss or theft of the program while in their custody.

If the undersigned is an adult taking responsibility for a minor, the adult agrees to allow (minor's name) _____ to sign all LMC Media forms and agrees to assume responsibility for all obligations laid out in those forms.

The undersigned agrees to the fact that LMC Media reserves the right to distribute their program to other access centers for cablecasting in the greater New York area. The undersigned agrees to allow LMC Media to make copies of the program available for interested individuals, unless initialed here to disallow. _____

The undersigned understands that LMC Media is not responsible for archiving a program after its designated broadcast period.

The undersigned agrees to all copyright rulings on airing, posting, and duplication/distribution of said content according to the guidelines as established by the law.

V. Program Content

LMC Media's guidelines regarding program content are not intended to discourage free expression, but rather to achieve a balance between the First Amendment right to free speech and the general audiences' right to be protected from unwanted viewing of offensive material. LMC Media's public forum which provides first come, first served public access and whose program schedule is managed by reasonable time, place, and manner constraints. LMC Media policy is not to cablecast programs which are obscene under federal, state, or local law. LMC Media will cablecast programs which are identified as "potentially offensive" under the following guidelines. A program which contains any of the following will be considered "potentially offensive to some audiences." It will be cablecast with a viewer warning after 11pm.

Please write Yes or No in the spaces below to indicate whether your program contains any of the following:
Yes/No?

- _____ 1) Language
- a) Slang, vulgar or colloquial expressions which refers, in the context in which it is used, to sexual intercourse, masturbation, anal or oral sexual contact, to human genitals, or to human elimination; or
 - b) Abusive language against men or women, ethnic groups, religious groups, sexual orientation, or persons with disabilities.
- _____ 2) Sexual activities-Images or depictions of the Specific Sexual Activities.
- _____ 3) Anatomical Areas-Depictions of the portions of the human body that may appeal to the prurient interest.
- _____ 4) Violence
- a) Extreme acts of violence against actual people; or
 - b) Depictions of extreme violent acts in dramatic and/or poetic manners.
- _____ 5) Graphic Images
- a) Images or depictions of human or animal elimination and/or mutilation;
 - b) Images or depictions of graphic medical surgical procedures; or
 - c) Images or depictions abusive against men or women, ethnic groups, religious groups, sexual orientation, or persons with disabilities.
- _____ 6) Libel, Slander, Prohibited by Law-Any material that is potentially libelous, slanderous, or prohibited by law.
- _____ 7) Invasion of Privacy-Any material which may be an invasion of personal privacy.

Note: In addition to the foregoing factors, the staff of LMC Media also has the authority to determine classification as potentially offensive based on items which may not be listed above.

_____ **Place a check here if all programs in the series will be consistent with the declarations made above. The producer may also fill out a consent form for each completed episode.**

PRODUCER AGREEMENT

I HAVE RECEIVED, READ, AM FAMILIAR WITH, AND AGREE TO ABIDE BY THE POLICIES AND PROCEDURES OF LARCHMONT MAMARONECK COMMUNITY TELEVISION, INC. (LMC Media).

- 1) I am thoroughly familiar with the nature of the program material and take full responsibility for its content.
- 2) I understand that there are policies outlining and limiting studio, editing, and portable equipment reservations and usage on a per producer and per program basis and I do hereby agree to comply with them. I understand that when using LMC Media equipment, I assume full responsibility for damage to or loss of the equipment while it is in my possession, and I agree to reimburse LMC Media by paying the estimated repair or replacement cost as billed by LMC Media.
- 3) I understand that producers on the access channels are fully responsible for the content of their program material. Presentation of the following is prohibited:
 - A) Any commercial advertising or programming.
 - B) Programs which fall below minimum technical standards.
 - C) Programming which does not have necessary clearances, releases and other assurances or programming which, in the judgment of LMC Media raises serious risk or legal liability (such as, but not limited to, libel, slander, invasion of privacy, copyright infringement, pornography, obscenity, etc.)
- 4) I understand that, at LMC Media's discretion, a disclaimer stating that "LMC Media advises viewer discretion for the following program" may be placed before a program.
- 5) I understand that, at LMC Media's discretion, a disclaimer stating that "The opinions expressed in the preceding program reflect those of the producer(s) and guest(s) and do not necessarily reflect the opinion of LMC Media," after a program.
- 6) I understand that I may not charge a fee of any kind in connection with the production of or participation in an access program using LMC Media equipment or facilities, and I may not collect as fee for services, remuneration of any kind without the express prior consent of the LMC Media Management.
- 7) I understand that I am responsible for the production, archiving, promotion, and presentation of my programs. I agree to hold harmless LMC Media, Altice/Cablevision and Verizon, and the Villages of Larchmont and Mamaroneck, and the Town of Mamaroneck, their directors and staff, from any liability, loss, claim, cost or damage of any nature whatsoever which may arise by reason of any claim that any material produced, cablecast or disseminated by me infringes or violates any rights of any person or organization.

I have read and agree to the statements in the above documents and have answered truthfully to the best of my knowledge

Signature of producer _____

Signature of co-producer _____

Date: _____

Accepted for LMC Media by: _____ Project # _____