



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

Producer / Co-Producer Agreement

I. Purpose of Agreement

The undersigned Producer [and Co-Producer, if applicable] (the Parties) intend to produce a program (the Program) to be shown on one or more of the distribution platforms managed by Larchmont-Mamaroneck Community Television, Inc. (LMC Media), including, but not limited to cable television channels, online streaming, OTT, and social media platforms.

II. Producer / Co-Producer Information

Producer: _____
(Print Name)

Affiliated Organization (*if applicable*): _____

Address: _____

Phone: _____ Email: _____

Check if you are a member of LMC Media (*e.g.*, resident, student, agent of a business, representative of an institution, government agency, service organization, or non-profit of Larchmont or Mamaroneck)

Co-Producer (*if applicable*): _____
(Print Name)

Affiliated Organization (*if applicable*): _____

Address: _____

Phone: _____ Email: _____

Check if you are a member of LMC Media (*e.g.*, resident, student, agent of a business, representative of an institution, government agency, service organization, or non-profit of Larchmont or Mamaroneck)



III. Program Information

Program Title: _____

The Program is: Recorded Video Recorded Podcast/Audio

(Check Applicable) Series Single Program/Event

Recording Location: LMC Studio On Location Imported

Provide the subject matter and a brief description of the Program content:

IV. Program Policy

1. The Parties acknowledge, represent and warrant that they have full knowledge of the Program material and accept full responsibility for the Program’s content;
2. The Parties further represent and warrant that the Program does not contain any content or material that:
 - a. solicits funds for any commercial purpose;
 - b. is designed to promote the sale of commercial products or services, including advertising by or on behalf of candidates for public office;
 - c. is obscene, indecent, or an invasion of privacy;
 - d. is slanderous, libelous or prohibited by law;
 - e. concerns lottery information, gift enterprise, or similar schemes.
 - f. requires 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; or
 - g. is subject to copyright, ownership, royalty rights or residuals unless releases, licenses or other permissions have been obtained.¹
3. In the event any claim or action stemming from the publication of the Program on LMC Media platforms is brought against LMC Media, its directors, officers, employees, or agents, or municipalities of the Village of Larchmont, Village of Mamaroneck, or the Town of Mamaroneck or any appointed or agent thereof, the Parties hereby agree to indemnify and hold them harmless, including for all legal fees and expenses involved in defending such claim or action.
4. The Parties further hereby release LMC Media, its directors, officers, employees, and agents from all claims for damage, loss or theft of the Program while in its custody.
5. If the Parties are adults taking responsibility for a minor, the Parties agree to allow the minor, _____ (print name), to execute LMC Media documents and to assume responsibility for all obligations set forth in such documentation.

¹ The Producer and/or Co-Producer agree to provide LMC Media with copies of any releases, licenses, or other permissions required under subparagraph (2)(f) and (g).

6. The Parties acknowledge that LMC Media reserves the right to distribute the Program to other parties or other platforms in the greater New York area. The Parties further agree to allow LMC Media to make copies of the Program available for interested individuals, unless initialed here to disallow. _____
7. The Parties understand that LMC Media is not responsible for archiving the Program after its designated broadcast period.
8. The Parties agree to all copyright rulings on airing, posting, duplication and distribution of the Program 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 audience’s right to be protected from unwanted viewing of offensive material. LMC Media’s public forum provides first come, first served public access, and its program schedule is managed by reasonable time, place, and manner constraints. LMC Media’s policy does not provide a platform for programs which are obscene under federal, state, or local law. However, LMC Media will provide a platform for 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” and carry a disclaimer when streamed online or distributed by social media. Potentially offensive programs will be cablecast with a viewer warning after 11:00 pm.

Please indicate (Yes/No) whether the Program contains any of the following content:

- 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 portions of the human body that may appeal to the prurient interest.
- 4) _____ Violence:
 - a) Extreme acts of violence against actual people or animals; 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.

In addition to the foregoing, LMC Media may classify a program “potentially offensive” based on items not listed above.

PRODUCER / CO-PRODUCER AGREEMENT

- 1) I am thoroughly familiar with the nature of the Program material and take full responsibility for its content.
- 2) I understand LMC Media’s policies outlining and limiting studio, editing, and portable equipment reservations and usage on a per producer and per program basis and I hereby agree to comply with them. I also understand that when using LMC Media equipment, I assume full responsibility for any damage to or loss of equipment in my possession. I further agree to reimburse LMC Media by paying the estimated repair or replacement cost as billed by LMC Media.
- 3) I understand that I am fully responsible for the content of the Program material. Presentation of the following content is prohibited:
 - A) Any commercial advertising or programming;
 - B) Programs which fall below minimum technical standards; and
 - 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 (including, 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 the Program.
- 5) I understand that, at LMC Media’s discretion, a disclaimer stating that “The opinions expressed in the Program reflect those of the Producer(s) and guest(s) and do not necessarily reflect the opinion of LMC Media,” before, after, and at key points during the 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 LMC Media.
- 7) I understand that I am fully responsible for the production, archiving, promotion, and presentation of the Program. I further agree to indemnify and hold LMC Media, Altice/Cablevision and Verizon, and the Villages of Larchmont and Mamaroneck, and the Town of Mamaroneck, their directors and staff, harmless from any liability, loss, claim, cost or damage of any nature arising from any claim that the Program’s content infringes or violates any rights of any person or organization.
- 8) LMC Media may retain archival copies of programs for future distribution, including the Frank Leicht Digital Archive, unless initialed here to disallow. _____



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

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

Dated:	Producer Signature: _____ Name Print: _____
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Dated:	Co-Producer Signature: _____ Name Print: _____
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Dated:	LMC MEDIA: Signature: _____ Name Print: _____
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Snapshot - LMC Media Policies and Procedures

GENERAL

LMC Media's cable TV channels are available to any resident, student, agent of a business, representative of an institution, government agency, service organization, or non-profit agency of Larchmont and Mamaroneck.

Use of LMC Media's facilities and equipment are restricted to members in good standing of LMC Media. See membership guidelines for studio, editing, and portable equipment use and limitations.

LMC Media requires all new Producers, Co-Producers, and volunteers to attend an orientation, as well as production training classes, if necessary.

Facilities and equipment are reserved on a first come first serve basis, up to one month in advance. For example: on October 1st our book opens for November dates, November 1st you can start booking December dates, etc.

Producers may book additional edit, studio, and equipment reservations on a case-by-case basis at the discretion of LMC staff. Additional production time may be granted by the Executive Director on a case by case basis..

Cancellation of any reservation of equipment or facility use should be made at least 24 hours in advance of the reservation. If you cancel a booking with less than 24 hours' notice, there's a \$20 fee.

STUDIO

Studio bookings have a 1 hour max time. Bookings longer than 1 hour may be approved, on a case by case basis, by LMC Media staff. Additional Studio time can be rented.

All materials (graphics and images) must be provided in advance, no LMC Media Staff will be done to recorded programs. Audio or video files will be returned to the producer after the recording.

The studio must be returned to its original condition at the conclusion of its use. At least 15 minutes at the end of each reservation should be reserved for cleaning-up. No drinking, eating, vaping, or smoking in the studios or editing suites is permitted. Producers may have food and drink in designated areas for the crew.



PORTABLE EQUIPMENT

Portable equipment can be reserved for 48 hours, (Reservations on a Friday extend through Monday)

Members can reserve portable equipment two times a month.

All portable equipment must be picked up and returned at a time-specific appointment. Upon return of the equipment, the Producer must demonstrate that it is in proper working order.

Late equipment returns are subject to a fine of 10% of the value of the reserved equipment. After 2 incidents, the Producer or Co-Producer will be suspended from reserving equipment for 1 month. Further incidents may result in longer suspensions at the discretion of LMC Media. Excessively late returns or equipment damage may incur a fee up to the full cost of the reserved equipment. If equipment cannot be returned at the expected time, please contact LMC Media as soon as possible so accommodations can be made to not disrupt other reservations.

EDITING

Members can reserve editing stations two times a month.

PROGRAM PLAY / PUBLICATION

Shows produced using LMC Media studios or portable equipment must be telecast on our channels within 3 months of completion, except for special projects or rental agreements approved by the Executive Director.

LMC Media is not responsible for archiving the Producer's program.

Sign here that you have read the above policies.
