



Community Happens

STATEMENT OF COMPLIANCE

Sign & submit upon review of VCAT Policy Manual

I have read, am thoroughly familiar with, and agree to comply with the Vallejo Community Access Television Policies and Procedures. I acknowledge that the Policy Manual may be amended from time to time by VCAT. All such amendments shall be posted at the VCAT office. I agree that my use of the VCAT facilities or resources shall constitute my acceptance and agreement to comply with all of the Policy Manual, including any amendments adopted by VCAT as of the date of such use.

Program material that I will record and/or submit for cablecast will not contain:
Material primarily designed to promote the sale of commercial products or services.

The solicitation or appeal for funds for any purpose (unless specifically authorized by VCAT).

- Material that constitutes or promotes any lottery or gambling enterprise.
- Obscene material, which is defined by the U.S. Supreme Court in *Miller v. California*, 413 US 15, 24 (1974):
 - “A work which, taken as a whole, (1) appeals to the prurient interest, (2) depicts or describes sexual conduct in a patently offensive way, and (3) lacks serious literary, artistic, political, or scientific value.” VCAT (its Board, agents, and employees) is not authorized to determine whether or not a program is obscene.
- Material that constitutes libel, slander, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright, or that might violate any local, state, or federal law.
- “Hate speech” or “fighting word,” which are defined by the U.S. Supreme Court as “those, which by their very utterance inflict injury or tend to incite an immediate breach of the peace.”

I certify that I meet the user eligibility criteria set forth in the VCAT Policy Manual.

I assume full responsibility for the content of all program material cablecast and will ensure that such program material will not violate any right of any third party.

I have obtained or, before the program material is cablecast, will obtain all required approvals, clearances, licenses, etc. for the use of any program material I submit for cablecast, including but not limited to approvals by broadcast stations, networks, sponsors, music licensing organizations, copyright owners, performers’ representatives, all persons appearing in the program material, and any other approvals that may be necessary to transmit program material over the channels managed by VCAT.

I agree to grant to VCAT non-exclusive unlimited rights to cablecast any program I submit. VCAT may retain tapes I submit or copies thereof. I understand that VCAT is not responsible for loss of or damage to any such tape I submit.

Initials _____

I agree to indemnify, defend and hold harmless Vallejo Community Access Television, Comcast Cable, the City of Vallejo, and their respective directors, officers, agents, and employees from and against any and all claims or other injury (including reasonable cost of defending claims or litigations) arising from or in connection with claims of loss or damage to person or property arising out of the failure to comply with the Policy Manual, any applicable laws, rules, regulations, or other requirements of local, state, or federal authorities, for claims of libel, slander, invasion of privacy, personal injury, or infringement of common law or statutory copyright, for breach of contract or other injury or damage in law or equity which claims result from the use of VCAT channel space, facilities, equipment, or other resources.

I acknowledge that VCAT has strongly encouraged me to obtain a homeowner's or renter's insurance policy that includes liability coverage to protect me in the event of a claim or litigation against me as a result of my use of VCAT channel space, facilities, equipment, or other resources.

I agree that I shall not represent myself or any other person involved in public, educational, or government access programming activities as an employee, representative, or agent of VCAT.

In my use of VCAT channels, equipment, facilities, or resources, I agree to comply with all applicable rules and regulations of federal, state, or local governments and all other regulatory agencies, including the Federal Communications Commission.

I agree to pay the costs of any repair or replacement of equipment or materials resulting from damage, misuse, or theft while such equipment or materials are in my possession or control, normal wear and tear excepted. I understand the penalties that apply if I do not return equipment or materials on time.

I have read and understand the Policies relating to the use of VCAT channel space, facilities, or equipment for any financial gain or other commercial purposes set forth in the Policy Manual. I understand that programming produced using VCAT equipment or facilities must be cablecast at least once on a channel managed by VCAT.

I understand that if any program created using VCAT facilities is sold or distributed for money, VCAT must be reimbursed for equipment rental and usage. I will notify VCAT of my intent to distribute such program or enter into a sales or distribution agreement, and will either offer a percentage to VCAT or a deferred rental payment.

I understand that false or misleading statements made in the Statement of Compliance or in the Playback Request Form are grounds for forfeiture of the right to use VCAT-managed channel space, facilities, and equipment.

I understand and agree that I am an independent producer and that no relationship of employer-employee or principal-agent exists between VCAT and myself.

Any waiver or any breach of this Statement of Compliance shall not waive any continuing or other breach of the same provision or any other provision of this Statement of Compliance.

Should a dispute arise between parties with respect to their rights and duties under this Statement of Compliance, the prevailing party in such dispute shall be entitled to recover its attorney's fees and cost incurred in connection therewith.

Initials _____

This Statement of Compliance is non-transferable.

Member Name		Phone Number	
Street Address	City	State	Zip Code
Organization /Employer		Organization /Employer Phone #	
(Must be indicated by Applicant who is not a Vallejo resident.)			
Member Signature		Date	
Signature of Parent/Guardian		Date	
I certify that I am the parent or guardian of the above Member, _____, a minor under the age of eighteen years. I hereby agree to assume legal responsibility for his/her activities referred to in this Statement of Compliance.			
Address of Parent/Guardian		Phone #	Relationship
City	State	Zip Code	
Signature of VCAT Representative		Date	
FOR VCAT USE ONLY			