



STATEMENT OF COMPLIANCE

- A. I have read, am thoroughly familiar with, and agree to comply with the Community Media Access Partnership Policies and Procedures. I acknowledge that the Access Handbook may be amended from time to time by CMAP. All such amendments shall be posted at the CMAP office. I agree that my use of the CMAP facilities or resources shall constitute my acceptance and agreement to comply with all of the Policies and Procedures in the Access Handbook, including any amendments adopted by CMAP as of the date of such use.
- B. Program material that I will record and/or submit for cablecast will not contain:
1. Material primarily designed to promote the sale of commercial products or services.
 2. The solicitation or appeal for funds for any purpose (unless specifically authorized by CMAP).
 3. Material that constitutes or promotes any lottery or gambling enterprise.
 4. Obscene material, which is defined by the U.S. Supreme Court in *Miller v. California*, 413 U.S. 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.” CMAP (its Board, agents, and employees) is not authorized to determine whether or not a program is obscene.
 5. 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.
 6. “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.”
- C. I certify that I meet the user eligibility criteria set forth in the CMAP Access Handbook.
- D. 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.
- E. 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 CMAP.
- F. I agree to grant to CMAP non-exclusive unlimited rights to cablecast any program I submit. CMAP may retain tapes I submit or copies thereof. I understand that CMAP is not responsible for loss of or damage to any such tape I submit.
- G. I agree to indemnify, defend and hold harmless Community Media Access Partnership, Charter Communications, the cities of Gilroy, Hollister, and San Juan Bautista, 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 Access

Handbook, 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 CMAP channel space, facilities, equipment, or other resources.

- H. I acknowledge that CMAP 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 CMAP channel space, facilities, equipment, or other resources.
- I. 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 CMAP.
- J. In my use of CMAP 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.
- K. 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.
- L. I have read and understand the Policies relating to the use of CMAP channel space, facilities, or equipment for any financial gain or other commercial purposes set forth in the Access Handbook. I understand that programming produced using CMAP equipment or facilities must be cablecast at least once on a channel managed by CMAP.
- M. I understand that if any program created using CMAP facilities is sold or distributed for money, CMAP must be reimbursed for equipment rental and usage. I will notify CMAP of my intent to distribute such program or enter into a sales or distribution agreement, and will either offer a percentage to CMAP or a deferred rental payment.
- N. I understand that false or misleading statements made in the Statement of Compliance or in the Program Submission Form are grounds for forfeiture of the right to use CMAP channel space, facilities, and equipment.
- O. I understand and agree that I am an independent contractor and that no relationship of employer-employee or principal-agent exists between CMAP and myself.
- P. 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.
- Q. 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.
- R. This Statement of Compliance is non-transferable.



**Community
Media
Access
Partnership**

STATEMENT OF COMPLIANCE SIGNATURE FORM

Applicant's Name

Phone Number

Street Address, City, State, Zip Code

Gilroy, Hollister, San Juan Bautista –based organization
(Must be indicated by Applicant who is not a tri-city resident.)

Organization Phone #

Signature of Applicant

Date

Signature of CMAP Representative

Date

I certify that I am the parent or guardian of the above Applicant, _____, 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.

Signature of Applicant's Parent/Guardian

Date

Address of Parent/Guardian (if different)

Phone # (if different)

City

State

Zip Code