

## DCAT Access Channel Usage Agreement

1. Applicant has read the DCAT Policies and Procedures and agrees to abide by all the provisions contained therein. DCAT's Policies and Procedures are hereby incorporated by reference and made a part of this Agreement.

\_\_\_\_\_ Applicant's Initials

### PERMISSION, RESPONSIBILITY AND INDEMNITY

2. Applicant:
  - a. warrants that it has obtained any and all necessary rights and clearances required for its programming material. The applicant shall be fully responsible for any failure to obtain such rights. DCAT shall have no responsibility or liability for the applicant's failure to obtain such rights and/or clearances.
  - b. assumes all responsibility as producer and / or originator for any of the Applicant's programming carried on DCAT's systems. To the extent caused by the negligence of the Applicant, Applicant agrees to indemnify DCAT and / or any other cable television system over which Applicant's material is transmitted and disseminated, DCAT's partners, officers, directors, servants, agents, and / or employees of this or any other cable television system, and agrees to hold the aforesaid harmless from any liability, loss, or damage including all attorneys' fees, costs, and disbursements against any claim arising from:
    - 1) material supplied by Applicant in connection with Applicant's utilization of the DCAT cablecasting equipment and / or access channel;
    - 2) repair or replacement of any studio equipment damaged during the use by or on behalf of Applicant;
    - 3) any alleged violation or infringement of rights, trade names, trademarks, copyrights, patents, literary or dramatic rights, music synchronization and performing rights, or rights of privacy of any other owner, licensor, copyright holder or any write, composer, or other person corporation, partnership, or entity, or that said material constitutes libel of slander;
    - 4) any obscene or indecent material
    - 5) any advertisement of or information concerning any lottery, gift, enterprise or similar scheme, offering prizes dependent in whole or in part upon lot or chance, or any list of the prizes drawn or awarded by means of any such lottery, gift, enterprise or scheme, whether said list contains any part or all of such prizes. Provided, however, that this prohibition shall not apply to advertisements or lists of prizes or information concerning a lottery conducted by a State acting under the authority of State law when such information is transmitted under the circumstances described in the DCAT Policies and Procedures.

### RELEASE

3. Applicant, individually and, if applicable, on behalf of all members of the organization of which Applicant is a member, hereby releases DCAT, its successors and assigns, from any legal action, claims and demands whatsoever which the Applicant or its organization ever had, has, or may have, including, without limiting the generality of the foregoing, any claim which may arise against DCAT as a result of Applicant's or, if applicable, Applicant's organization's cablecast presentation on the DCAT cable system or the production of any material for said presentation, or any mistakes, omissions, interruptions, delays, errors, or defects in DCAT's transmission of Applicant's cablecast presentation.

### SPONSORSHIP ANNOUNCEMENT

4. Applicant agrees to announce on the program or presentation the identity of any sponsor or person (natural or otherwise) which has directly or indirectly paid or promised to pay money or has directly or indirectly furnished or promised to furnish services or other valuable consideration in connection with the production or distribution or exhibition of the program or presentation.

### LEGAL DEFENSE / EXPENSES

5. Applicant, pursuant to its agreement to indemnify and hold harmless as set forth herein, agrees provide a legal defense at its own expense and through its own legal counsel for any matter that falls within said indemnity. DCAT shall have the right to participate in such defense at Applicant's expense and by its own counsel at Applicant's expense, and Applicant agrees that it will cause its counsel to cooperate with DCAT in such instances.

**PROPER TECHNICAL COMPLIANCE**

6. Applicant:
- a. agrees to comply with the technical specifications set forth in the Access Rules for cablecast program material submitted by Applicant to DCAT for transmission over DCAT’s cable system. Video and audio signals received for transmission via common carrier or private distribution means must comply with the technical specifications set forth in the DCAT Policies and Procedures.
    - i. In the event that Applicant submits any program material not in conformance with the aforesaid technical specifications, Applicant understands that any prepaid charges for use of studio and production facilities will be forfeited.

**NON-COMMERCIAL USE**

7. In the event the program is produced with the use of DCAT production facilities, the Applicant agrees that the program will be used only for noncommercial public education / entertainment purposes, will be cablecast over DCAT’s access channels, and will not be exploited for profit or for-profit fundraising in any fashion.

**PUBLICITY OF DCAT PRIOR TO AUTHORIZATION**

8. Applicant may not publicize the DCAT Studio, partners, officers, directors, servants, agents, and / or employees relative to the Applicant’s program without first submitting the proposed copy of the advertisement to be used to DCAT for its review. DCAT shall not unreasonably withhold any consent referred to herein. In any event, such advertising shall identify the system or systems upon which the program shall be aired, the channel on which the program will appear, and the time the program will be shown.

**PERSONAL AGREEMENT**

9. Notwithstanding anything in this agreement to the contrary, it is expressly understood and agreed by the parties hereto that each and every representation, undertaking and agreement made in this Agreement on the part of any of the parties to this Agreement was not made nor intended to be made as a personal representation, undertaking or agreement on the part of any incorporator, stockholder, director, officer or partner, past, present, or future, or any of them, and no personal liability or personal responsibility is assumed by, nor shall any recourse at any time be asserted or enforced against any such incorporator, stockholder, director, officer, or partner, past, present, or future, or any of them, all of which recourse, whether in common law, in equity, by statute or otherwise, is hereby forever waived and released.

Applicant Signature	Date	Print Name
Title of Program		
Organization		
DCAT Signature	Date	