

**LITTLETON CABLE TELEVISION (LCTV)**  
**PEG ACCESS OPERATING PROCEDURES**  
**Effective date: May 2018**

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## **I. INTRODUCTION**

LCTV provides our community with a wonderful opportunity for volunteers by providing public, education, and governmental access facilities and equipment. Our goal is to provide a safe and professional work environment for all. To achieve this, we want to inform you of what is expected of you and what you may expect in your relationship with LCTV.

### **The following are goals at LCTV:**

- We believe that it is important for all of us to treat each other with consideration and respect.
- Our work environment models safety for our employees, vendors, customers, and volunteers.
- The behaviors that we demonstrate reflect the attitude of respect and dignity for all.
- We work together in a team environment.
- We require the proper use of equipment, computer systems, and our facilities.

**The standards of conduct developed to support these goals are as follows. Violation of any one of these standards can result in loss of privileges to LCTV facilities. LCTV has full authority and discretion to deny access privileges as and when it deems appropriate.**

LCTV provides channel time, production equipment, training, and technical assistance free of charge to Access Users for the production and presentation of noncommercial programs.

Access Users include residents of this town/franchise area and representatives or employees of non-profit organizations, or local, state, or federal agencies that serve this town/franchise area. (See Organizational Access User definition).

LCTV's channels and facilities are a medium for expression and free speech. No individual will be denied the use of the facilities on the basis of race, sex, age, physical disability, religion, or political belief. It is hoped that Access Users will utilize this resource as a means to produce a wide variety of programs.

LCTV staff will provide training in the use of customary studio and field production equipment, editing, pre- and post production techniques, along with technical assistance in program production.

LCTV staff is not available to serve as a production crew to make programs or cover events for volunteer producers. LCTV staff will assist in assembling production crews from among trained and qualified volunteers, however.

**LCTV reserves the right to review all definitions and policies contained in this and related, location-specific documents and has the discretion to interpret, implement and make changes as deemed necessary.**

## **II. DEFINITION OF TERMS**

**Access Channels** -- Channels set aside by the cable operator for use by the public, educational institutions, municipal government, or for lease on a nondiscriminatory basis.

**Access/Program Coordinator** -- As used in this document, the term refers to a LCTV Employee who trains and provides supervision in the use of LCTV studio and equipment.

**Access User** -- Any resident of the Town of Littleton or any representative or employee of a non-profit organization, or local, state, or federal agency that serves this town area who utilizes PEG Access. Eligibility to use LCTV production equipment requires successful completion of training or passing a proficiency test, and signing the Access User Agreement.

**Bicycled Program** -- A program that is not produced in this town area, rather, it is pre-produced and pre-recorded material that is shipped or brought to operators for PEG Access use.

**Cable Television System** -- A broadband communications system, capable of delivering programming and information services from a set of centralized antennas, generally by coaxial cable, to a community. Other integration includes fiber optics, satellite and microwave communications.

**Candidate, legally qualified for office** -- Any person who has publicly announced candidacy by formal declaration and meets the legal qualifications for office, and these conditions:

For all offices other than U.S. President and Vice President:

- **If running for nomination in a primary election:** (a) qualifies for a place on the primary ballot, or (b) has publicly committed to a write-in campaign, is eligible for write-in, and is making "substantial showing" of candidacy.
- **If running for nomination through convention or caucus:** (a) start of convention is less than 90 days away and (b) candidate is making a "substantial showing" of candidacy.
- **If seeking election to office:** (a) has qualified for a place on the ballot or (b) has publicly committed to write-in campaign, is eligible for write-in, and is making "substantial showing" of candidacy.

For office of U.S. President and Vice President:

- **If running for nomination by any means:** (a) has qualified for the primary or presidential ballot; or (b) has made a "substantial showing" of bona fide candidacy; or (c) has met the "10-state" rule, by qualifying for nomination or election in 10 states.
- **If seeking election to office:** (a) has qualified for a place on the ballot; or (b) has publicly committed to a write-in campaign, is eligible for write-in, is making "substantial showing" of write-in, and is making a "substantial showing" of candidacy; or (c) has met the "10-state" rule, by qualifying for nomination or election in 10 states.

**CG (Character Generator)** – A device which electronically displays images on the television screen.

**Channel Capacity** -- Maximum number of channels that a cable system can carry simultaneously.

**Commercial Advertising** -- Calling public attention to one's product, service, need, candidate, etc. for profit-making purposes. Solicitation of money for such through bulletin board text pages, full motion video, or infomercials.

**Copyright** -- The exclusive right to the material contained in a program. The right covers reproduction, publishing, and cablecasting of information.

**Crew** -- Access Users working with a producer and/or Access User to assist in the production of programming. LCTV understands it may be difficult for producers to find adequate crew from within the town. Crew members that are non-residents must fulfill all requirements of the LCTV PEG Access Operating Procedures, including signing the Access User Agreement, but excluding the residency requirement, under conditions set forth and approved by LCTV. It is expected that non-resident crew members will be an exception and will constitute the minority. Non-residents involved in any programs shall be limited to the production crew only.

**Downstream** -- The flow of signals from the cable system headend through the distribution network to the subscriber.

**Educational Access** -- Channel time reserved for noncommercial educational access programming.

**Fair Use** -- In US Copyright law, the doctrine that brief excerpts of copyright material may, under certain circumstances, be quoted verbatim for purposes such as criticism, news reporting, teaching, and research, without the need for permission from or payment to the copyright holder.

**Federal Communications Commission (FCC)** -- The U.S. governmental agency established in 1934 to regulate electronic communications. The FCC succeeded the Federal Radio Commission.

**Franchise** -- Contractual agreement between a cable operator and a governmental body that defines the rights and responsibilities of each in the construction and operation of a cable system within a specified geographical area.

**Grants** -- Financial contributions by authorized agencies that aid in developing and improving a program.

**Government Access** -- Channel time reserved for federal, state, and local officials to disseminate information to their constituents via cable television.

**Headend** -- Electronic control center of the cable system. This is the site of the receiving antenna and the signal processing equipment essential to proper functioning of a cable system.

**Hubs** -- Distribution centers where signals are taken from a master feed and transmitted over cable to subscribers.

**Interconnect** -- Connection of two or more cable systems by microwave, fiber, coaxial cable, or satellite, so that programming or advertising may be exchanged, shared, or simultaneously viewed.

**Issuing Authority** -- Governmental body responsible for specifying the terms of a franchise, awarding the franchise, and regulating its operation. While the franchising authority is usually a local city or county entity, some areas are regulated exclusively on the state level.

**Leased Access** -- Any channels made available by the operator for a fee.

**Libel** -- Written, printed, or character generated statement(s) that damage a person's reputation. Signs or pictures may also constitute libel.

**Local Origination Programming** -- Programming in which program planning and production is carried out by LCTV staff. There may be volunteer input on ideas and involvement in the production, but editorial control and responsibility rests with the cable operator. A pre-produced program that is cablecast on a channel controlled by the cable operator is also considered Local Origination Programming.

**Narrowcasting** -- Delivery of programming that addresses a specific need or highly focused audience.

**Obscene Material** -- Material which fits the legal definition of obscene or indecent material under local and state laws.

**Organizational Access User** -- Any representative or employee of a non-profit organization or local, state, or federal agency that serves this town/franchise area and has scheduled equipment, facilities, or channel time in the organization's name. An Organizational Access User is subject to the same weekly facility and channel limitations as individual Access Users, whether one or several individuals book time in the name of the organization. If a representative or employee of any such organization is not an inhabitant of the town, he may only produce programming that is related to the organization to which he belongs.

**PEG** -- Refers to "public, educational, and governmental" access channels; i.e., PEG channel(s).

**Producer** -- An Access User that is responsible for the production of a PEG Access cable program. The producer is LCTV's main contact for a program and assumes all responsibility for program content and other liability outlined in the LCTV PEG Access Operating Procedures, the Access User Agreement and the Channel Request Form. (In the case of a minor, a parent or guardian assumes all responsibility for program content and other liability outlined in the LCTV PEG Access Operating Procedures, the Access User Agreement and the Channel Request Form).

**Program Sponsor** -- A resident of this town/franchise area or representative or employee of a non-profit organization, or local, state, or federal agency that serves this town/franchise area and may or may not have completed training at the local LCTV facility but has submitted a program to be aired on a PEG access channel.

**Public Access** -- Channel time, available on a first-come, first-served, nondiscriminatory basis, specifically for noncommercial access programming by local residents, non-profit organizations and local, state or federal agencies.

**Public Access Programming** -- Noncommercial programming produced by Access Users using LCTV facilities and equipment or noncommercial programming submitted by Program Sponsors for cablecast on access channels. In both these instances, LCTV, by federal law, may not edit or control content.

**Slander** -- A false oral statement that is meant to defame a person's character.

**Staff** -- Those employed by the Town of Littleton.

**Subscriber** -- Customer paying a monthly fee to cable system operators for the capability of receiving diverse programs and services.

**Underwriting or Sponsorship** -- Goods, services, or in-kind contributions that aid in developing and improving a program. Program end credits may include the name of underwriters or sponsors.

**Upstream** -- The flow of data or voice signals from a remote origination point through the cable system to the headend.

**Volunteer** -- Anyone who freely offers their services to assist in the production of programming. Volunteers are non-paid positions.

### **III. USE OF FACILITIES AND EQUIPMENT**

#### **A. Eligibility to Use Production Equipment and Facilities**

1. The use of LCTV equipment and facilities will be exclusively for the creation of non-commercial programming for cablecast on the LCTV channels.
2. Availability -- Equipment and facilities are available on a first-come, first-served, nondiscriminatory basis to Access Users of this town and representatives or employees of non-profit organizations or local, state, or federal agencies that serve this town/franchise area. Non-residents formally enrolled in a student internship program at LCTV may use the equipment and facilities.
3. Access Users must successfully complete the applicable LCTV workshop(s) or be able to demonstrate the basic operation of the requested video equipment through a proficiency test. If an Access User has not used the equipment or facilities for more than one year, training may be required.
4. Access Users must sign an Access User Agreement before using the facilities. This document certifies that the Access User has read, understands, and will abide by the operating rules, and agrees to be solely responsible for the content of any programs produced or scheduled for cablecast if they are the producer of record.
5. Minors –
  - a) Eligible persons who are minors must have written permission from their parent or guardian to use LCTV facilities. The parent or guardian must sign the Access User Agreement, accepting responsibility for scheduled production equipment and/or program material if the Access User is a minor.
  - b) A responsible adult shall execute the necessary assurances that authorization has been obtained concerning the use of any equipment by a minor and/or appearance of any minors on a cablecast program. Such adults shall be responsible for liability resulting from the use of equipment or an appearance by a minor.
  - c) It is our policy that any minor must be accompanied by at least one non-student adult in any LCTV facility.

#### **B. General Facility Policies**

LCTV is pleased to provide facilities, equipment, and channel time for television productions. In return, we ask that Access Users follow all operating rules regarding channel and facility use including the LCTV PEG Access Operating Procedures.

1. No smoking, food, or beverages are allowed in the control room or studio area at any time, unless part of the production.
2. Anyone found to be under the influence of alcohol or drugs will be removed from the premises and may lose access privileges.

3. Access Users must abide by all safety guidelines. See Section C below.
4. There will be no use of phones or other office equipment, unless granted permission by LCTV staff.
5. Access Users are responsible for damage to facilities and/or loss of equipment due to negligence or abuse. This includes the actions of minors. (See point A.4 above).
6. Access Users will not change wiring, patch bays, or components without staff permission or supervision. No attempts should be made to work on or repair equipment. Any damage caused in this manner may be charged to the Access User. A loss of privileges may result from such equipment abuse. Access Users of LCTV equipment should report any defects or problems to the staff.
7. Access Users that are found to be misusing or abusing the equipment may be asked to repeat training, testing and/or be subject to loss of privileges.
8. Weapons, or any objects resembling weapons, are prohibited while on or in LCTV facilities. On duty law-enforcement officers (including those who may be present for an interview) are excluded from this prohibition. Location production (outside our facilities) is recommended for programs using weaponry. Anyone found to be carrying a weapon of any kind will be removed from the premises and may lose access privileges.

**C. Volunteer Standards of Conduct for Non-LCTV Employees**

1. Safety First. Keep yourself safe, keep others safe, and keep LCTV property and equipment safe at all times. Endangering the safety of oneself, others, or LCTV property will not be tolerated.
2. Appropriate, professional, and respectful behavior is expected at all times. Violent behavior will not be tolerated. This includes threatening or intimidating language, any form of physical assault such as striking or manhandling another person, or fighting.
3. Respect. Behavior that could be construed as threatening or harassing (including sexual harassment) toward fellow volunteers, customers, vendors, or employees will not be tolerated.
4. Honesty and accuracy. Dishonesty with employees or falsifying records or any other access-related documents will not be tolerated.
5. Be courteous and polite to others, including employees, access users, volunteers, and guests of the facility.
6. Drug-free environment. Carrying and/or being under the influence of drugs or alcohol at any time while on LCTV property, or while using LCTV Access equipment, is prohibited.



7. Smoking is permitted only in designated outdoor areas.
8. LCTV safety policies preclude cooking of any kind or manner without a properly installed ventilation hood and kitchen hood extinguishing system in both leased and company owned facilities. No open flames are permitted in our facilities. Location production (outside our building) is recommended for programs involving items that can set off heat, smoke, or sprinkler systems. No motor vehicles are permitted in the studio. Garage shooting is ok, if a facility is outfitted with a garage.
9. LCTV property and facilities are accessible only with proper authorization. This includes, but is not limited to, company e-mail, vehicles, and production and editing equipment.
10. Respect for, and appropriate use of, company property and equipment, including vehicles, and production and editing equipment is required.
11. Privileges may be lost for engaging in any other conduct that LCTV deems unacceptable.

#### **D. General Rules for Facility and Equipment Use**

Public, educational and governmental access programming can be created by volunteers and depends on the participation of many active, trained volunteers who use video communication tools in order to independently reflect their ideas. Staff will assist residents in assembling production crews from among trained and qualified volunteers. Residents, non-profit organizations and local, state, or federal agencies planning to do programs on a regular basis are encouraged to form a television production committee, which LCTV will then train. Training for the production of programming will be provided on a first-come, first-served, nondiscriminatory basis in accordance with the LCTV PEG Access Operating Procedures.

1. Access Users must be properly trained and have all required forms completed and approved by the staff before the equipment, van or facilities will be scheduled.
2. Access Users must not identify themselves as employees or staff of LCTV, either on or off camera. Loss of privileges may result.
3. Reservations for equipment or facility use may be made up to one month in advance and should be made at least one week in advance. Confirmation of equipment or facility reservations, forty-eight (48) hours in advance, is strongly recommended. Reservations can be made with staff in person, by phone at 978-540-2488, or by email [mcrory@littletonma.org](mailto:mcrory@littletonma.org).
4. Cancellation of equipment or facility reservations should be made at least twenty-four (24) hours in advance, except in the case of emergencies. Repeated last minute cancellations may result in loss of privileges.

5. Access Users are responsible for supplying all materials for productions, beyond those supplied by LCTV. Removal may be required after the production. LCTV is not responsible for any damage or loss of personal property that is left in our facilities.
6. Access Users can be loaned media for raw footage and edit masters. All loaned media must be stored at the studio, except when needed for an outside production. Loaned media must be returned to LCTV upon completion of projects.
7. Media owned by LCTV will be held at the studio for a maximum of thirty (30) days. After that time, if previous arrangements have not been made, Access Users should either:
  - a. arrange to buy the media or replace it with approved stock, or
  - b. dub the content onto his/her own media

All media will be subject to recycling or disposal at staff discretion.

#### **E. Portable/Field Equipment**

1. Access Users holding equipment reservations are responsible for following all check-out and check-in procedures including:  
**Check-out:**
  - a. Sign all required forms and equipment checklists.
  - b. Determine if equipment is in working order.**Check-in:**
  - a. Equipment must be returned on time.
  - b. Any problems with equipment or damage must be noted on the equipment checklist and brought to staff attention.
2. Equipment must be picked up and returned during staff hours. Pickups and returns should be made at least 30 minutes before the facility closes.
3. Failure to return equipment when due may result in suspension of Access User privileges and/or a late charge of \$25.00 per day.
4. Equipment may be borrowed for a maximum of twenty-four (24) hours during the week and seventy-two (72) hours over the weekend. Longer loan periods must be requested at the time the reservation is made and will be honored at the discretion of staff.
5. Access Users with portable equipment already checked out will not be allowed to check out additional equipment, unless special arrangements are made with staff.
6. Only in special cases, and with staff permission, can Access Users take equipment outside of the town/franchise area being served by this LCTV facility.

## **F. Editing, Post Production, Studio Facilities**

1. Requests to use editing or post production equipment should be made at least twenty-four (24) hours in advance and will be subject to availability and staff discretion.
2. Requests to use the studio should be made at least one week in advance and will be subject to availability and staff discretion.
3. Access Users must show up on time for scheduled studio productions and complete them within the scheduled time period. Studio (sets, props, etc.) and control room should be returned to the condition in which they were found. It is generally good practice to allow for set-up and clean-up of the studio, at least one hour before, and 30 minutes after the time needed to tape the actual show. Also, remember to leave time before or during the scheduled studio time to brief the crew and talent on the planned production.
4. Scheduled studio productions may be cancelled if the producer and/or production crew does not show up within thirty (30) minutes after the start of the scheduled facility time. Additional restrictions may apply for 'live' productions.

## **G. Scheduling Conflicts**

Facility use for program production will have the highest priority and may take precedence over previously scheduled dubbing, practice sessions or other approved purposes. Staff will resolve scheduling conflicts using its discretion.

# **IV. PROGRAM SCHEDULING & ACCESS CHANNEL USAGE**

## **A. Scheduling Channel Time**

Channel time is provided on a first-come, first-served, nondiscriminatory basis to any Producer or Program Sponsor filing a request, in accordance with operating rules. It should be understood, however, that since this is a shared resource, specific channel time requests cannot always be guaranteed.

1. Requests for channel time shall be processed on a fair and equitable basis, subject to the availability of cablecasting equipment and channel time.
2. Channel time scheduling requests should be submitted at least eight (8) weeks prior to the desired cablecast date. This rule may be waived at the discretion of staff if the desired time slot is available.
3. A Channel Request Form must be filled out before any program is cablecast. Approval by the Access Coordinator is required.

4. If scheduling and equipment allows, programming may be repeated. First-run programs have priority. Additional local restrictions on repeat programming may apply.
5. LCTV reserves the right to use designated access channels for other purposes, where time on the designated channels has not been scheduled for designated access purposes in accordance with the LCTV PEG Access Operating Procedures.
6. Requests for consistent time slots: Program series will be allocated at the discretion of the staff and may receive priority scheduling over programs airing one time, provided ample time remains available for other programming requests and keeping the following conditions in mind:
  - a. Channel Request Form has been signed.
  - b. Producer/Program Sponsor has new material on a consistent basis.
  - c. Studio productions have a trained crew.
  - d. Producer/Program Sponsor has completed two taped programs or has successfully scheduled two “live” programs in the proposed series.
7. If a series Producer/Program Sponsor regularly fails to have a program ready for the scheduled cablecast, the staff may assign the time slot to other Producers / Program Sponsors.
8. Except for live and series programming, channel time will generally not be scheduled until a program is complete and all the information pertaining to the program is supplied to the staff for scheduling.
9. LCTV reserves the right to make scheduling changes without notice due to special events/programming or technical difficulties.

## **B. Cablecasting Procedures**

1. Producers/Program Sponsors must obtain in writing, and produce upon request, all the necessary approvals, clearances, licenses, etc. in order to cablecast any program material that includes, but is not limited to, broadcast stations, networks, music licensing organizations, performer's representatives, and any and all other persons as may be necessary for authorization to cablecast the program material. Failure to provide proof of the necessary clearances, rights, licenses, etc. will result in the suspension of the particular program, series, or episode in question until such proof is produced. (See Section V. Part C for information on use of copyrighted material and Part D for Fair Use).
2. Labels -- All media submitted for playback should be clearly labeled with the following information. Failure to do so may result in playback errors.
  - a. Title of Program
  - b. Cablecast Date
  - c. Length of Program – Specific TRT (Total Running Time)
  - d. Audio Specifications (Channel 1 or Channel 2) if necessary

3. Leader and Trailer -- All cablecast programs must have a clear beginning and ending point. This may include color bars, black, countdown, titles, credits etc.
4. Media scheduled for cablecast must be brought to the staff at least seventy-two (72) hours prior to the scheduled playback, unless otherwise arranged with the Access Coordinator.
5. All media owned by Producer(s)/Program Sponsor(s) should be picked up **within thirty (30) days of the last cablecast. After thirty (30) days, LCTV may recycle or dispose.**

#### **C. Technical Standards**

1. Programming must meet minimum quality standards for cablecast. LCTV reserves the right to pre-screen programs. If programming does not meet minimum technical standards and/or does not comply with the LCTV PEG Access Operating Procedures, LCTV will refuse the request for playback.
2. Media for playback must be compatible with available technology at the facility. Restrictions may apply.
3. Video quality must be sufficient to achieve a stable picture during playback. Unstable video may result in the program being rejected.
4. Audio quality must be constant and of sufficient level to permit adequate reproduction during playback.
5. If an abnormal number of production problems with a show (i.e., poor audio or video) is observed, an Access User may be asked to re-train.

#### **D. Bicycled Programs**

Programming that is not produced in the town/franchise area but is pre-produced and pre-recorded material that is shipped or brought to LCTV Staff for PEG Access use. Bicycled programs must be strictly noncommercial in nature and technical and production quality must be adequate. Locally produced programs may receive priority scheduling.

1. A Littleton resident may sponsor a bicycled program by signing the Channel Request Form. Proof of residency is required.
2. Any non-profit organization or local, state, or federal agency that serves this town/franchise area can bicycle programs related to their organization with only one representative of the organization as the sponsor. The organization does not have to be based in the town but the representative must be able to furnish proof of its status and that it does serve this town/franchise area. Said representative must sign the Channel Request Form.

## **E. Bulletin Board Announcements**

A text/graphic information service is available, free of charge, to non-profit organizations and local, state, or federal agencies providing public service announcements or event information.

1. Message requests should be submitted at least one (1) week prior to the desired starting date.
2. Procedures for submitting a community bulletin board announcement are available on the LCTV tab of the town website.
3. General messages that do not pertain to a specific event will be shown as long as possible depending on available space. In order for the message to be renewed, a request must be re-filed every six (6) months.
4. All program content rules apply to bulletin board announcements.

## **V. PROGRAM CONTENT**

By law, LCTV may not exercise any editorial control over Public, Education or Government use of access channels.

### **A. Access User Program Rights**

Producers / Program Sponsors of access channels are fully responsible for the content of all program material and have the following **program rights and privileges**:

1. Ownership of rights to all original material.
2. To request that program masters held by LCTV be discontinued from cablecast or erased in the event that program information becomes outdated or obsolete.
3. To play or distribute the program, for nonprofit purposes only. LCTV may require the removal of all disclaimers and graphical credit given to LCTV and its facilities.
4. Access Users may make copies of their programs without charge for non-profit purposes only.

### **B. LCTV Program Rights**

As LCTV has provided materials, facilities, and staff support for the production of programs, LCTV may review a program at anytime and has the following rights:

1. To retain an edited master of the program.

2. To make duplications of the program for noncommercial distribution, except where permission has expressly been denied in advance.
3. To cablecast the program as often as is deemed appropriate and on any of its affiliated cable systems.
4. To exercise the option of erasing or deleting a program after cablecast.
5. LCTV must be notified of any use of programming for purposes other than PEG access. See also Personal Profit/Commercial Use section.
6. LCTV will own programs produced by LCTV staff. When LCTV staff produces a program, with the assistance of volunteer or staff crew, it is considered to be Local Origination Programming and copyright ownership is held entirely by LCTV.

#### **C. Prohibited Material**

1. Commercial Advertising (see definition in Section II, Definition of Terms).
2. Obscene Material (see definition in Section II, Definition of Terms).
3. Material which constitutes libel, slander, invasion of privacy or publicity rights, or which might violate any other local, state or federal law.
4. Programs containing material that violates copyright or trademarks. Use of such material generally requires obtaining appropriate rights from music licensing organizations, publishers, representatives, copyright holders, broadcast stations, networks and any other persons as may be necessary for cablecast. Producers / Program Sponsors may be asked to furnish written authorization for use of such materials.
5. Program material that creates the immediate danger of damage to property or injury to persons; the obstruction of law enforcement or functions or services; the deprivation of any person by threat, threat of force or physical action through the exercise of a legal right, or the disturbance of any person in the enjoyment of a legal right; or the creation of a public nuisance.
6. Lotteries or lottery information except as allowed by FCC regulations. Lotteries are defined as “any game, contest, or promotion that combines the elements of prize, chance, and consideration.” Violators may be subject to fines and even criminal penalties for lotteries which are not authorized or otherwise permissible by the state. Exceptions include when conducted by a non-profit or governmental organization.

#### **D. Fair Use**

LCTV Producers are responsible for providing due diligence in their productions to assure that fair use guidelines are followed.

For LCTV Fair Use relates to what information producers can use in productions that conform to the legal doctrine of Fair Use. There are no specific guidelines that describe Fair Use claims. Courts evaluate each claim on a case-by case basis. Therefore, it is important that each LCTV producer considers Fair Use guidelines for incorporating in total or part any existing material into productions from a source such as: video, internet, printed copy, music or other.

Producers should not assume that because productions are not for profit or are educationally focused that existing material can be freely used. Providing attribution of material is not enough to satisfy the use of some material.

There are four tests that are applied to fair use:

1. Purpose and character of the use, including whether the use is of a commercial nature or is for nonprofit educational purposes.
2. Nature of copyrighted work.
3. Amount and substantiality of the portion used in relation to the copyrighted work as a whole.
4. Effect of the use upon the potential market for or value of the copyrighted work.

Additional detail on these tests to help you determine fair use can be found at:

<https://www.copyright.gov/fair-use/more-info.html>

<http://fairuse.stanford.edu/overview/fair-use/four-factors/>

<https://creativecommons.org/>

#### **E. Disclaimers/Labeling of Sensitive Material**

1. LCTV reserves the right to include the following notice before and/or after a program: **“The views expressed on the following [or “preceding”] program are those of the individual producer and do not necessarily reflect those of LCTV. LCTV is not responsible for the production or quality of the program being cablecast.”**
2. If requested by LCTV the following shall be added: **“The preceding program was made possible through the television facilities of LCTV.”**
3. If LCTV makes a good-faith determination that the subject material in a program may offend some viewers and/or may not be appropriate for children, LCTV may require that the following announcement be added to the beginning of the



program: **“The following program may contain sensitive material. Viewer discretion is advised.”** LCTV reserves the right to run potentially offensive programming at later time periods. Failure to notify LCTV of potentially offensive material prior to a program or episode airing may result in loss of privileges.

#### **F. Political and Issue-Oriented Programs**

LCTV does not accept for cablecast on public access channels neither video advertising nor community bulletin board text advertising that is political in nature.

##### **1. Political Candidates and Access**

FCC regulations concerning equal time for political candidates do not apply to public access programming.

##### **2. Coverage of Public Affairs Issues and Access**

Public Access Users are under no legal obligation to show any viewpoint other than their own. Residents with diverse viewpoints are encouraged to use public access to express those ideas.

#### **G. Grants and Underwriting or Sponsorship** (see definitions in Section II, Definition of Terms).

1. Any individual or group submitting a proposal for grant funding, underwriting or sponsorship for a project which involves the use of LCTV’s equipment or facilities must have obtained prior written approval from LCTV staff.
2. Program end credits may include the name of underwriters or sponsors. Credit may be similar to the following: **“Goods and services used in the production of this program were contributed by [company name].”** Such programs may still require LCTV’s credit (See above).

#### **H. Personal Profit/Commercial Use**

1. Neither LCTV Staff, Access Producers/users nor any other individuals or organizations may use access facilities or programming for commercial purposes, personal profit, or personal gain. Violators may be subject to loss of privileges and required to reimburse LCTV.
2. FCC rules normally require on-air sponsorship identification of cablecast material paid or bartered for by any business enterprise.

### **VI. GRIEVANCE PROCEDURES**

Any grievance regarding the assignment of facility space, channel time allocation, equipment and studio use, or any other matter regarding LCTV facilities should first be discussed with the Executive Director. If that does not provide an acceptable solution, a grievance may be filed in writing with the local Cable Advisory Board.

**Revision History**

November 2011

May 2018

Original Document

Reviewed and Updated



## **ACCESS USER AGREEMENT**

1. I have read, am thoroughly familiar, and responsible for the contents of the LCTV PEG Access Operating Procedures.
2. If I am the Producer, I will be responsible for the content of program material to be recorded and/or cablecast and agree that such program material will not include:
  - a. any obscene material;
  - b. any lottery or lottery information, except where exempted under these rules;
  - c. any advertising
  - d. any direct or indirect solicitation of money, except where exempted under these rules;
  - e. any material which constitutes libel, slander, invasion of privacy or publicity rights, violation of trademark or copyright, or which might violate any local, state or federal law.
3. I acknowledge that the Producer or Program Sponsor is responsible for obtaining all approvals, clearances, licenses, etc. for the use of those program materials; including, but not limited to, approvals by broadcast stations, networks, sponsors, music licensing organizations, copyright owners, performer's representatives, persons appearing in the program material and any other approvals that might be necessary in order to cablecast the program on LCTV.
4. I indemnify and hold LCTV harmless against any claims arising out of any use of the program material that I cablecast or any breach of this Access User Agreement; including, but not limited to, any claims in the nature of libel, slander, invasion of privacy or publicity rights, noncompliance with applicable laws and unauthorized use of copyrighted material.
5. I agree that I shall not represent myself or any other person involved in programming as an employee, representative, or agent of LCTV, unless specifically authorized by LCTV to do so.
6. I understand that I may be liable for the costs of any repair or replacement of equipment or materials resulting from damage beyond reasonable wear and tear through normal use, misuse, or theft while such equipment or materials are in my possession or control. I understand the penalties that apply if equipment or materials are not returned on time. I also indemnify LCTV against any damage or liability incurred while using the equipment.
7. I shall not use LCTV channels, equipment, or facilities for any financial gain or other commercial purposes. I understand that programming produced with LCTV's equipment or facilities shall be for the benefit of the community.
8. I understand that violation of the terms of this statement is grounds for forfeiture of the right to use LCTV equipment, facilities or channel time.
9. I have been instructed on how the access equipment I am borrowing is to be safely handled, including the storage and lifting of it in and out of my vehicle and/or dwelling.

<b>Access User</b> (Please print, sign and return with proof of address)		
<b>Print Full Name:</b>		
<b>Full Address: Street, Town &amp; Zip:</b>		
<b>Email (if applicable):</b>		
<b>Primary Phone Number:</b>		
<b>Alternate Phone Number (if applicable):</b>		
<b>Organization &amp; Non Profit ID # (if applicable):</b>		
<b>Organization Address: Street, Town &amp; Zip:</b>		
<b>SIGNED</b> (if under 18, must be signed by a parent or legal guardian)		<b>Date:</b>
<b>Staff Use Only</b>		
<b>Circle One to verify ... Access User's address verified by ID / DL / Utility Bill / Other:</b> _____		
<b>Approved by:</b>		<b>Date:</b>

**SPONSORS AND PRODUCERS WILL NEED TO FILL OUT A CHANNEL REQUEST FORM TO SUBMIT A PROGRAM FOR PLAYBACK.**



## **CHANNEL REQUEST FORM**

1. I have read, am thoroughly familiar, and responsible for the contents of the LCTV PEG Access Operating Procedures.
2. As the Producer or Program Sponsor, I am responsible for the content of the program material requested to be cablecast by me and agree that such program material will not include:
  - a. any obscene material;
  - b. any lottery or lottery information, except where exempted under these rules;
  - c. any advertising;
  - d. any direct or indirect solicitation of money, except where exempted under these rules;
  - e. any material which constitutes libel, slander, invasion of privacy or publicity rights, violation of trademark or copyright, or which might violate any local, state or federal law.
3. I acknowledge that as the Producer or Program Sponsor I am responsible for obtaining all approvals, clearances, licenses, etc. for the use of program materials; including, but not limited to, approvals by broadcast stations, networks, sponsors, music licensing organizations, copyright owners, performer's representatives, persons appearing in the program material and any other approvals that might be necessary in order to cablecast the program on LCTV.
4. I indemnify and hold LCTV harmless against any claims arising out of any use of the program material that I cablecast or any breach of this Channel Request Form; including, but not limited to, any claims in the nature of libel, slander, invasion of privacy or publicity rights, noncompliance with applicable laws and unauthorized use of copyrighted material.
5. I agree that I shall not represent myself or any other person involved in programming as an employee, representative, or agent of LCTV, unless specifically authorized by LCTV to do so.
6. I shall not use LCTV channels for any financial gain or other commercial purposes.
7. I understand that violation of the terms of this statement is grounds for forfeiture of the right to use LCTV channel time.

<b><i>Producer / Program Sponsor (Please print, sign and return with proof of address)</i></b>		
<b><i>Print Full Name:</i></b>		
<b><i>Full Address: Street, Town &amp; Zip:</i></b>		
<b><i>Email (if applicable):</i></b>		
<b><i>Primary Phone Number:</i></b>		
<b><i>Alternate Phone Number (if applicable):</i></b>		
<b><i>Organization &amp; Non Profit ID # (if applicable):</i></b>		
<b><i>Organization Address: Street, Town &amp; Zip:</i></b>		
<b><i>Program Title:</i></b>		
<b><i>Program Description:</i></b>		
<b><i>Program Length:</i></b>		
<b><i>Circle One:</i></b>	<i>Special    Weekly Series    Biweekly    Monthly</i>	
<b><i>Please Indicate Two Choices of Preferred Days and Times for Program Airing (subject to availability)</i></b>		
<b><i>First Choice (day and time):</i></b>		
<b><i>Second Choice (day and time):</i></b>		
<b><i>SIGNED (if under 18, must be signed by a parent or legal guardian)</i></b>		<b><i>Date:</i></b>
<b><i>I grant permission to LCTV to make copies of my show(s) for interested parties. (initial or sign)</i></b> _____		