

HMS PROGRAMMING CONTRACT

PLEASE FILL IN ALL BLANKS AND ANSWER ALL QUESTIONS.

Producer Name: _____ **Producer ID:** _____
Organization sponsor (if applicable) _____
Address _____
Evening Phone: _____ **Daytime Phone:** _____ **Program Providers(s)** _____
Who owns the tape? _____

Talent releases obtained, if needed? Yes No **Copyright release(s) obtained if needed?** Yes No

Project #: _____ **Project Name:** _____

Start Time Code (HH:MM:SS:FF) _____

End Time Code (HH:MM:SS:FF) _____ **Length (HH:MM:SS):** _____

Title of Show: _____

Episode Information: _____

Was this a Class Assignment? Yes No **If "Yes" which class and instructor?** _____

Is this program taped/produced locally (Houston)? Yes No

If yes, which facility? HMS TBH Houston Art Institute Other _____

Cablecast Date: (MM/DD/YY) _____ **Time:** (am/pm) _____

For Taped Programs:

Was this tape mailed to you from outside Houston? Yes No

Is this your first access program? Yes No

Has this program played before? Yes No

If yes, when did the program last air? (MM/DD/YY) _____

Does HMS have your permission to keep & use tape for promotional purposes? (initial) _____ HMS archives? (initial) _____

PROGRAM TYPE (Circle one)

PROGRAM FORMAT (Circle one)

- | | | |
|--|--|---|
| 1. Art: Other
2. Art: Visual
3. Art: Performance
4. Art: Dance
5. Art: Poetry
6. Art: Video Art
7. TV: Drama
8. TV: Comedy
9. TV: Action/Adventure
10. TV: Horror
11. Folk/Tradition
12. Hobby
13. Music: Performance/Event
14. Music: Other-Montage/Doc/Exp
15. Other Entertainment | 16. News/Public Affairs-Local/State
17. News/Public Affairs-Ntl/Intntl
18. Foreign/International Interest
19. Political Candidate/Ballot Issue
20. Government-Assembly/Function
21. Social Service/Issue
22. Minority Issues
23. Public Health
24. Educational-Instruction or ITV
25. Exercise
26. Health-Personal
27. Alternative-New Age
28. Religion
29. Sports
30. Other-Experimental No Cat | A. Ceremony/Sermon
B. Debate
C. Event
D. Foreign Language
E. Game Show
F. Educational/Children
G. Documentary
H. Lecture
I. Stand-Up/Soapbox
J. Talk/Interview
K. Variety
L. Video-Montage
M. Experimental
N. Graphics-Gen. Video-Imagery
O. PSA General
P. PSA Event
Q. PSA Educational
R. Promo for Show
S. Channel ID
T. Live Show
U. Live+Call-In
V. Other-No Category |
|--|--|---|

For Live Studio Programs:

1. Have you confirmed your cablecast date with programming? Yes No
2. Have you confirmed your crew? Yes No
3. Have you confirmed all needed equipment? Yes No

If you answered **NO** to any item, please indicate when you plan to confirm these requirements

FAILURE TO COMPLETE THE ABOVE COULD DELAY PROCESSING OF YOUR APPLICATION

***** READ BACK PAGE AND SIGN IT *****

HMS PROGRAMMING CONTRACT

Please fill in all blanks and answer all questions as completely as possible on both sides of this contract.

You must check yes or no in response to these statements.

- | | | | | |
|---|--------------------------|-----|--------------------------|----|
| My program contains Adult material | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| My program contains Sexually Explicit material. | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| My program contains Indecent material. | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |

WARRANTY AGREEMENT:

I am familiar with the definitions of the above terms that are contained in the Contract between the City of Houston and Houston MediaSource and have used those definitions in making the representations and warranties above. In addition to the above representations and warranties, I warrant and represent to Houston MediaSource (HMS) that the above program submitted by me contains none of the following:

1. Any material which is in violation of Subchapter B: Obscenity, of Chapter 43 of the Texas Penal Code.
2. Any material contrary to local, state, or federal laws.
3. Any material that is libelous, slanderous, in defamation of character, or an unlawful invasion of privacy.
4. Any advertising or material that promotes any commercial product or service.
5. Any solicitation or appeal for funds.
6. Any unlawful use of copyrighted material.
7. Any material, which has a reasonable probability of inciting an immediate danger or damage to property, inciting an injury to person(s), or creating a public nuisance.

I am aware that Section 639 of the FCC Policy Act of 1984 provides that: **“Whoever transmits over any cable system any matter which is obscene or otherwise unprotected by the Constitution of the United States shall be fined not more than \$10,000 or imprisoned not more than 2 years or both.”** I agree to be bound by all of the terms of the HMS Rules and Procedures. I further represent and warrant that, within the past year, I have completed HMS-sponsored training which included training on cablecasters’ legal obligations concerning obscene, adult, sexually explicit, and indecent programming material. I agree that HMS may cablecast viewer advisories or warnings alerting the viewers to adult, sexually explicit, or indecent programming material. I agree that a violation of this Programming Contract, including a violation of any warranty or representation, excuses HMS from performing any of its obligations under this Programming Contract. I agree that any suspension imposed for violation of this Programming Contract is effective immediately. **I AGREE, FURTHER, TO THE EXTENT ALLOWED BY LAW, TO INDEMNIFY AND SAVE HARMLESS HMS, THE CITY OF HOUSTON, HOUSTON’S FRANCHISED CABLE COMPANIES, AND ANY OF THEIR EMPLOYEES, OFFICERS, BOARD OF DIRECTORS, STOCKHOLDERS, ETC., FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES OR OTHER LIABILITIES WHICH MAY BE MADE AGAINST OR ARISE OUT OF THE CABLECAST OF THE PROGRAM SUBMITTED BY ME WHETHER OR NOT THE PROGRAM HAS BEEN REVIEWED BY HMS PRIOR TO CABLECAST.** Each and all of these warranties, representations, and agreements are made by me in order that this program be cablecast free of charge on Houston’s Public Access Channels, and I understand that HMS has relied on these warranties, representations, and agreements.

INSTRUCTIONS FOR PROGRAM SUBMISSION:

1. Program **MUST** be accompanied by a signed Programming Contract and should be delivered to the Programming Department Office at least 10 days prior to the cablecast date, unless special arrangements are made with Programming Department staff.
2. Program must meet or exceed technical requirements and be properly labeled.
3. Final decisions regarding specific cablecast times are made by HMS programming staff, as per Rules and Procedures for Use of the Houston MediaSource.
4. Program may be retrieved by producer one week following its last cablecast.
5. In the event that HMS receives a complaint indicating that the Programming Contract has been violated, producer agrees to postpone playback until HMS can verify Programming Contract compliance.

Please fill out a **Promotion Form** if you want HMS to promote your show. (Forms are available on the Client Service desk.)

All of the information provided in this form is true and accurate.

Signature _____ Date _____