

# Houston MediaSource - PROGRAMMING CONTRACT

PLEASE FILL IN ALL BLANKS AND ANSWER ALL QUESTIONS AS COMPLETELY AS POSSIBLE ON BOTH SIDES OF THIS CONTRACT!

## PRODUCER INFORMATION

PRODUCER NAME \_\_\_\_\_ PRODUCER ID: \_\_\_\_\_

ORGANIZATION SPONSOR (IF APPLICABLE) \_\_\_\_\_

ADDRESS \_\_\_\_\_

DAYTIME PHONE: \_\_\_\_\_ EVENING PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

## PROGRAM INFORMATION

PROJECT NUMBER: \_\_\_\_\_ PROJECT NAME: \_\_\_\_\_

START TIME CODE (HH:MM:SS:FF) \_\_\_\_\_ END TIME CODE (HH:MM:SS:FF) \_\_\_\_\_

LENGTH (HH:MM:SS:FF) \_\_\_\_\_

TITLE OF SHOW: \_\_\_\_\_ EPISODE INFORMATION \_\_\_\_\_

WHO OWNS THE TAPE? \_\_\_\_\_

TALENT RELEASE OBTAINED, IF NEEDED:  YES  NO

COPYRIGHT RELEASES OBTAINED, IF NEEDED:  YES  NO

CABLECAST DATE (MM/DD/YY) \_\_\_\_\_ TIME (AM/PM) \_\_\_\_\_

### FOR TAPED PROGRAMS:

IS THIS PROGRAM TAPED/PRODUCED LOCALLY (HOUSTON)?  YES  NO

WAS 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? \_\_\_\_\_

DOES HMS HAVE YOUR PERMISSION TO KEEP AND USE PROGRAM FOR PROMOTIONAL PURPOSES? (INITIAL) \_\_\_\_\_ HMS ARCHIVES? (INITIAL) \_\_\_\_\_

### PROGRAM CATEGORY (SELECT ONE)

- FIRST AMENDMENT
- CULTURAL ARTS
- COMMUNITY ISSUES
- INSPIRATIONAL

### PROGRAM SUBJECT (CIRCLE ONE)

- |                                    |                                      |
|------------------------------------|--------------------------------------|
| 1. Art: Other                      | 16. News/Public Affairs-Local/State  |
| 2. Art: Visual                     | 17. News/Public Affairs-Ntl/Intnl    |
| 3. Art: Performance                | 18. Foreign/International Interest   |
| 4. Art: Dance                      | 19. Political Candidate/Ballot Issue |
| 5. Art: Poetry                     | 20. Government-Assembly/Function     |
| 6. Art: Video Art                  | 21. Social Service/Issue             |
| 7. TV: Drama                       | 22. Minority Issues                  |
| 8. TV: Comedy                      | 23. Public Health                    |
| 9. TV: Action/Adventure            | 24. Educational-Instruction or ITV   |
| 10. TV: Horror                     | 25. Exercise                         |
| 11. Folk/Tradition                 | 26. Health-Personal                  |
| 12. Hobby                          | 27. Alternative-New Age              |
| 13. Music: Performance/Event       | 28. Religion                         |
| 14. Music: Other - Montage/Doc/Exp | 29. Sports                           |
| 15. Other Entertainment            | 30. Other-Experimental No Cat        |

### PROGRAM TYPE (CIRCLE ONE)

- |                         |                                   |
|-------------------------|-----------------------------------|
| A. Ceremony/Sermon      | L. Video-Montage                  |
| B. Debate               | M. Experimental                   |
| C. Event                | N. Graphics-General Video-Imagery |
| D. Foreign Language     | O. PSA General                    |
| E. Game Show            | P. PSA Event                      |
| F. Educational/Children | Q. PSA Educational                |
| G. Documentary          | R. Promo for Show                 |
| H. Lecture              | S. Channel ID                     |
| I. Stand-Up/Soapbox     | T. Live Show                      |
| J. Talk/Interview       | U. Live+Call-In                   |
| K. Variety              | V. Other-No Category              |

### FOR LIVE STUDIO PROGRAMS:

1. HAVE YOU CONFIRMED YOUR CABLECAST DATE WITH PROGRAMMING?  YES  NO
2. HAVE YOU CONFIRMED ALL NEEDED EQUIPMENT?  YES  NO
3. HAVE YOU CONFIRMED YOUR CREW?  YES  NO

IF SO, PLEASE PROVIDED THE TECHNICAL DIRECTOR'S NAME. \_\_\_\_\_

**FAILURE TO COMPLETE THE ABOVE INFORMATION COULD DELAY PROCESSING YOUR APPLICATION!**

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

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YOU MUST CHECK YES OR NO IN RESPONSE TO THESE STATEMENTS.

- MY PROGRAM CONTAINS ADULT MATERIAL.  YES  NO
- MY PROGRAM CONTAINS SEXUALLY EXPLICIT MATERIAL.  YES  NO
- MY PROGRAM CONTAINS INDECENT MATERIAL.  YES  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.

## SIGNATURE:

ALL OF THE INFORMATION PROVIDED IN THIS FORM IS TRUE AND ACCURATE.

SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_