

# PROGRAMMING CONTRACT

PLEASE WRITE LEGIBLY AND COMPLETE BOTH SIDES OF THIS CONTRACT. INCOMPLETE CONTRACTS ARE NOT ACCEPTED.

## 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) \_\_\_\_\_  
 Total length (HH:MM:SS:FF) \_\_\_\_\_  
 Title of show \_\_\_\_\_ Episode Information \_\_\_\_\_  
 Talent release obtained, if needed: Yes  No  Copyright release obtained, if needed: Yes  No   
**For pre-recorded programs:**  
 Is this program produced locally (Houston)? Yes  No  Has this program played before? Yes  No   
 Was the program sent to you from outside of Houston? Yes  No  If yes, when did it last air? \_\_\_\_\_  
 Is this your first public-access program? Yes  No   
 Does HMS have your permission to keep and use program for promotional purposes? (Initial) \_\_\_\_\_ HMS archives? \_\_\_\_\_

### PROGRAM CATEGORY (SELECT ONE)

- FIRST AMENDMENT
- CULTURAL ARTS
- COMMUNITY ISSUES
- INSPIRATIONAL

### PROGRAM SUBJECT (Select One)

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

### PROGRAM TYPE (Select One)

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

## PROGRAM SUBJECT (Select One)

- Have you **confirmed** your cablecast date with the programming manager? Yes  No
- Have you **confirmed** all needed equipment? Yes  No
- Have you **confirmed** your crew? Yes  No

If so, please provide the technical director's name: \_\_\_\_\_

FAILURE TO COMPLETE THE ABOVE INFORMATION COULD DELAY THE PROCESSING OF YOUR APPLICATION.

Please complete front and back side of this form and sign it.

## PROGRAMMING CONTRACT

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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 inquiry 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 includes training on cablecasters’ legal obligations concerning obscene, 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 at least 10 days prior to the cablecast date, unless special arrangements are made with the 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 HMS facility.
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 \_\_\_\_\_

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