



**SAMPLE**

# Producer AGREEMENT Form

**ACTUAL FORM MUST OBTAINED AND SIGNED IN PERSON AT THE CTV STUDIOS.**

NAME (Executive Producer) \_\_\_\_\_ Date \_\_\_\_\_

ADDRESS (Physical Street) \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ TELEPHONE \_\_\_\_\_

DRIVER'S LICENSE No. \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ E-MAIL \_\_\_\_\_

PROJECT (Series Title) \_\_\_\_\_

PROGRAM (Episode Title) \_\_\_\_\_

**EQUIPMENT USE:** I agree that CTV equipment used to produce programming will only be used to produce programs for the Knoxville community access channel, and the equipment will not be used in any way for personal profit or remuneration. And if CTV equipment is used, programs will be recorded only on video or digital tapes issued by CTV. Furthermore, I understand that CTV retains the copyright to all material produced with CTV equipment.

**PROGRAM TIMING:** I accept full responsibility for the correctness (and consequence) of the information presented on each program label, including "Program/File Name", "Program Length", "Start Time", "Stop Time", etc. Furthermore, I understand that programs scheduled for a regular series time slot shall not exceed the allocated time frame.

**SCHEDULING:** If a regular time slot is allocated for a series of my programs, I accept responsibility for the scheduling of each episode prior to 5 pm on Thursday of the week before it is to air.

**CONTENT:** CTV's guidelines regarding program content are not intended to discourage free expression, but rather to achieve a balance between the First Amendment right to free speech and the cable subscriber's right to be protected from unwanted viewing of offensive material. CTV is a public forum which provides public access on a first-come first-served basis, and whose program schedule is managed by reasonable time, place, and manner constraints.

I, the undersigned resident of Knox County, agree to abide by all policies and procedures of Community Television of Knoxville (CTV). I also warrant and represent to CTV that all programs submitted under the Project or Series Title listed above contain none of the following:

- Lotteries or contests that involve directly or indirectly the elements of a prize, chance, and/or consideration. Reference section 76.213 of the rules of the Federal Communications Commission.
- Material which would subject the producer or supplier to civil or criminal prosecution under any applicable local, state, or federal law for production or presentation of obscene or erotic material, slander or libel, invasion of privacy.
- Material soliciting or promoting unlawful conduct.
- Material that is copyrighted or subject to ownership or royalty rights, union residuals, or other payment (e.g. music, written works, photographs, film, video) unless the producer has obtained all necessary permission, releases, licenses and made all necessary payments to authorize cablecast of any such material. CTV requires Executive Producers to provide original evidence of such payment or permission.
- Material that has previously aired on the channel, unless specifically identified and labeled as containing "repeat programming".
- Advertising or commercial promotion of any business, product, service, private school or commercial event.
- Direct solicitation of funds.
- More than 10% of outside programming content
- Promotions and endorsements on behalf of political candidates.
- Promotion (or mention) of any website owned or managed by a for-profit entity (company, organization, or individual). Usually, this includes website addresses ending in ".com".

CTV policy to refrain from the cablecast of programs which are obscene under federal or Tennessee State Law. CTV will, however, cablecast programs that are identified as "potentially offensive" based on the content categories outlined below. CTV's Board expects that these guidelines will change in the future based upon actual experiences with specific programs. A program that contains any of the following will be considered "potentially offensive to some audiences" and will only be cablecast with a viewer warning during a late night time slot.

Please write "Yes" or "No" in the boxes [EVERY BOX must be marked] to indicate whether your program contains any of the following:

- Language:** slang, vulgar or colloquial expression which refers, in the context in which it is used, to sexual intercourse, masturbation, anal or oral sexual contact, to human genitals, or to human elimination; or abusive language against men or women, ethnic groups, religious groups, sexual orientation, or persons with disabilities.
- Sexual Activities:** images or depictions of the Specified Sexual Activities defined in Article XII, Section 16-468 of the Code of Ordinances of the City of Knoxville.
- Anatomical Areas:** depictions of the portions of the human body defined as Specified Anatomical Areas in Article XII, Section 16-468 of the Code of Ordinances of the City of Knoxville, and that appeal to the prurient interest.
- Violence:** extreme acts of violence against actual people; or depictions of extreme violent acts in dramatic and/or poetic manners.
- Graphic Images:** images or depictions of human or animal elimination and/or mutilation; images or depictions of graphic medical surgical procedures; or images or depictions abusive against men or women, ethnic groups, religious groups, sexual orientation, or persons with disabilities.
- ALL PROGRAMS:** Write "Yes" here if ALL PROGRAMS in the series will be consistent with the declarations made above. If not, the Executive Producer has the option to complete a separate content form for EACH completed program.

**NOTE:** In addition to the foregoing factors, CTV reserves the authority to classify programs as "potentially offensive", based on other criteria that may not be listed above.

**LIABILITY:** I have expressed the above warranties and representations so this program(s) may be cablecast on CTV. Furthermore, I agree to indemnify and save harmless CTV, the City of Knoxville, Knox County, Comcast Communications, Knology Media Company, Charter Communications and any members of their staffs, Boards of Directors, officers, 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 them, whether or not the program has been reviewed by CTV prior to cablecast, and to pay CTV, the City of Knoxville, Knox County and/or Comcast Communications, Knology Media Company, Charter Communications, all legal fees and expenses incurred by it in connection with any legal proceedings concerning cablecast of this program, as such legal fees and expenses arise. NOTE: You MUST be 18 years old to sign this agreement.

I am  **Executive Producer**  Authorized Representative of 501(c)(3) organization: \_\_\_\_\_

**SIGNATURE**

**DATE**