



CAN TV POLICY AGREEMENT

A) Name _____
 Street Address _____ Apt./Suite # _____
 City _____ State _____ Zip _____
 Phone (_____) _____ Phone (_____) _____
 Email _____ Website _____

B) I am authorized to represent the following CHICAGO-BASED NONPROFIT ORGANIZATION:

Organization _____
 Street Address _____ Chicago, IL Zip _____
 Telephone (_____) _____ xt. _____ Fax (_____) _____
 Email _____ Website _____

ATTACH a copy of the Articles of Incorporation (Federal 501 (c) ____) or the State Charter

C) I authorize the release of the following information to assist viewers and others to obtain information about programs.

(Please check all that apply) ___ Phone ___ Address ___ Program Email _____
 Program Phone # _____ Program Website _____

D) I subscribe to the following video service: ___ AT&T ___ Comcast ___ RCN ___ WOW (WideOpenWest)

I, the undersigned, hereby warrant that I am 18 years old or over and represent to CAN TV that:

1. The transmission of the program matter will not: (a) violate any applicable, local, state or federal law, regulation or other requirement; (b) constitute libel, slander or invasion of the privacy of any person; (c) infringe any copyright, or the rights of any holder of any trademark, service mark or trade name; or (d) use CAN TV channels for private or commercial purposes; (e) be inconsistent with policies of CAN TV, as set forth in CAN TV's *Access User Manual (available at www.cantv.org)*.
2. I accept full responsibility for the total content of the program matter submitted to be shown on CAN TV channels. I recognize that any review or examination by CAN TV of the program matter submitted by me shall not constitute an approval by CAN TV of such material nor a waiver of any of its rights set forth in this agreement.
3. I acknowledge that as soon as I learn, or reasonably should have known of a claim or legal action against me or CAN TV regarding a program shown on a CAN TV channel, I must immediately notify CAN TV of this claim or action and defend all claims or actions to which paragraph #12 of this Agreement applies. Further, I agree to conduct this defense at my own expense and direct my attorney to cooperate with CAN TV. CAN TV shall have the right to participate in and control this defense and to retain its own attorneys at my expense.
4. I will notify CAN TV in advance if I am submitting any content to be shown on CAN TV channels which requires special scheduling or the possibility of exclusion from the schedule such as violence, profanity, nudity, depiction of sexual acts or other adult content.
5. I understand that CAN TV or any cable or video system involved in the origination or carriage of CAN TV programming shall have no liability of any kind if there is a failure to carry all or any part of my programs at the specified time.

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- 6. I understand that I must obtain and, upon request, furnish CAN TV with copies of all releases, licenses, parental consent for minors and permissions, if any, which are required in connection with the rights of any holder of copyright or performing talent rights in the programs which I am submitting, and I will be responsible for any licenses and fees owing to any third parties as a result of such programming.
- 7. I am submitting program matter as the party having the full rights to enter into this agreement.
- 8. I shall not represent myself or any other person as an employee, representative or agent of CAN TV.
- 9. I shall not use CAN TV equipment and facilities for private or commercial purposes unless under contractual agreement with CAN TV. I understand that programming produced with CAN TV equipment and facilities must premiere on CAN TV channels.
- 10. I shall pay in a timely manner, the cost of repair or replacement of CAN TV equipment, materials and rooms damaged beyond normal wear and tear, inoperability due to misuse or theft while in my possession or control. I understand that penalties will also apply if I do not return the equipment on time or fail to vacate the facilities on time or if I fail to meet the terms of repayment.
- 11. I understand that CAN TV maintains a policy of openness and therefore will disclose the names of customers. CAN TV will not reveal confidential information without authorization of the customer. CAN TV is not liable for any unauthorized release of customer's name, address or contact information.
- 12. I hereby agree to indemnify, protect and hold harmless CAN TV, its officers, directors, employees and agents, and the cable or video service provider upon whose system the program matter is carried, from and against any and all claims, demands, actions, damages, costs, expenses or other liabilities, including but not limited to attorney's fees, for the following: a breach of any of the provisions contained herein; libel, slander, invasion of privacy or infringement of copyright; failure to comply with any applicable law, regulation or other requirement of local, state or federal authorities; unauthorized use of trademark, trade name or service mark; breach of contractual or other obligations owing by me to third parties; and any other injury or damage in law or equity arising or alleged to have risen as the result of such program matter being shown on CAN TV channels.
- 13. I understand that any physical, verbal or written abuse or harassment of any kind of any CAN TV employee, customer or visitor is prohibited and will be dealt with to the full extent of the law and rules applicable to CAN TV customers.
- 14. No modification, amendment, extension or waiver of this agreement will be binding upon CAN TV unless in writing and signed by CAN TV.
- 15. I understand that upon acceptance by CAN TV, this document is non-transferable.
- 16. I understand that false or misleading information furnished by me constitute grounds for forfeiture of the right to use CAN TV equipment, facilities, channels, and services.

I agree to be bound by the policies in the CAN TV Access User Manual and the terms set forth in this document:

Signature

Date

CONSENT OF RESPONSIBLE ADULT FOR MINOR

With my signature above I represent that I am the responsible adult for the customer who is 13 – 17 years of age. I assume supervisory, legal and financial responsibility for the minor, must be present during all phases of participation, must take or have completed the same training as the minor, must follow all rules and laws regarding programming and must co-sign all applications, agreements, and other documents.

Name of Minor _____ Birth date _____/_____/_____
Month day year