POLICY HANDBOOK
FOR
SCHOPEG ACCESS, INC. CABLE

PREFACE

1. Governance

This document, known as the "SCHOPEG ACCESS, INC. Policy Handbook," together with the provisions mandated by the New York State Public Service Commission, govern the activities of Access Cable Television in Western Schenectady County and Schoharie County, which operates under the name "SCHOPEG ACCESS, INC."

2. Purpose

The purpose of this document is to clearly set forth the rules and procedures that govern the operation of SCHOPEG ACCESS, INC facilities for members of the public. These rules and procedures are intended to encourage in a fair and equitable manner maximum participation by Schoharie County individuals and groups. This document also identifies the many services and opportunities available to Schenectady and Schoharie County residents to develop locally produced cable television programming.

3. Compliance

All potential users of SCHOPEG ACCESS, INC. facilities and services must first agree to comply with the rules and procedures specified herein.

4. Evolving Rules

The policies contained herein will evolve with the growth and development of SCHOPEG ACCESS, INC. and the experiences of those who use its facilities and services. Thus, amendments to this document may be considered and implemented by the SCHOPEG ACCESS, INC's Board of Directors from time to time.

GENERAL POLICIES OF SCHOPEG ACCESS, INC.

5. Purpose

SCHOPEG ACCESS, INC. is a non-profit corporation, whose purpose is to empower individuals, and organizations, within its service area to produce and/or present their own non-commercial cable TV programs, responsive to the full and diverse range of residents' perspectives, concerns, issues and interests. SCHOPEG ACCESS, inc. coordinates outreach, training, production, playback, and promotional activities to achieve its purpose.

6. Non-Discrimination Policy Statement.

SCHOPEG ACCESS INC. shall not discriminate in the delivery of services, use of channel space, employment, board appointment, or any other area of service or contract on the basis of race, color, creed, national origin, sex, sexual preference, age, religious belief, social philosophy, economic status, or physical ability.

7. Status

SPECTRUM has allocated video channels for Public, Educational and Governental programming on the cable

company's subscriber network, They are managed by Schopeg Access, Inc., the designated Access Provider by the fourteen municipalities it serves, to promote the development of locally-produced, non-commercial programming by Schopeg's service area community organizations and individuals for presentation on the channels. Schopeg receives operating funds each year from the franchised towns and villages, which allocate such funds from the franchise or license fees they receive from the cable television company. All aspects of Schopeg are governed by its Board of Directors.

8. Fundraising by SCHOPEG ACCESS, INC.

SCHOPEG ACCESS, INC. may from time to time conduct fundraising activities through a program cablecast on SCHOPEG ACCESS, INC., without charges for such channel use, if the activities meet the following criteria:

a. All funds generated from such fundraising activities shall be used only in support of SCHOPEG ACCESS, INC.'s cablecasting activities, capital funding, and direct operating costs;

b. The purpose of the fundraising activity must be clearly stated during the cablecast at least once every half-hour;

c. The purpose and method of the fundraising activity is approved by the SCHOPEG ACCESS, INC. Board of Directors;

d. During an auction or similar fundraising activity within a program, credit announcements may identify particular products or services, but shall not include promotion of such products or services beyond that necessary for the specific auction purposes; and

e. During an auction or similar fundraising activity, visual exposure may also be given to a display in the auction area including the underwriter's name and trademark and product or service, or a representation thereof, but it shall not include promotion of the products or services beyond that necessary for the specific auction purposes.

9. Location of Facilities

SCHOPEG ACCESS, INC.'S administrative office and production facility are located in the Middle School Building on the campus the Cobleskill Richmondville Central School on the second floor level. Production equipment maintained at this location include the following:

Electronic Bulletin Board

Video production equipment

Video editing equipment and software

Mini-micro mobile production units

Master control for the SCHOPEG ACCESS, INC.'s cablecasts

TV Studio

10. Staff

Staff located at the campus studio includes an Executive Director and part-time videographers. Student interns may be involved in SCHOPEG ACCESS operations from time to time through a program offering "hands-on" experience and course credit to students attending local high schools and

colleges.

11. Hours of Operation

Hours of operation shall vary as the need to accommodate more producers arises. Arrangements may be made with the Executive Director for use of production facilities.

P0LICIES PERTAINING TO PUBLIC ACCESS OPERATIONS:

12. User Fees

All of the services available through SCHOPEG ACCESS, INC. are provided to eligible users in good standing, who are trained in the use of Schopeg equipment and its techniques.

Arrangements must be made to use the Schopeg Studio at specified times by non-profit groups, governmental agencies, and individuals who have been appropriately trained and certified. However, all material produced must still comply with SCHOPEG ACCESS, INC.'s Television's programming restrictions, including the restriction on commercial programming.

Customized group training, with specified fees, is available to groups whose special needs cannot be met by SCHOPEG ACCESS, INC.'s training program.

13. Certification

Potential users must satisfy each of the following criteria to be considered eligible to use SCHOPEG

ACCESS equipment and facilities:

a. Residency. A student or resident of our service area or an employee or agent of a non-profit community group or organization with offices located within our service area will satisfy the residency requirement. Nonresidents of SCHOPEG's service area may be eligible to use SCHOPEG ACCESS facilities and equipment only during their production activities as a designated staff member or representative on behalf of a non-profit community group or organization with offices located in our service area, by which they have been acknowledged as staff members or representatives. Users must present a current valid Schopeg I.D. card.

b. School Program. Users must be 18 years of age or older to request use of SCHOPEG ACCESS, INC. equipment and facilities. However, a minor may be granted such use if a parent or legal guardian who resides in our service area assumes legal responsibility and agrees to abide by the required certification procedures. The responsible parent or legal guardian is required to be present while the minor is using equipment or present at the facility. c. Orientation. A potential user of SCHOPEG ACCESS, INC. equipment or channel space must first verify that he or she fully understands the responsibilities inherent in such use by attending an orientation session regarding SCHOPEG ACCESS, INC. operations. d. Statement of Compliance. To ensure the safety of community-funded equipment and facilities, each potential user must be aware of SCHOPEG ACCESS, INC. policies and procedures. Each potential user must verify that he or she fully understands the responsibilities and skills required by receiving a copy of SCHOPEG ACCESS, INC. Policy Handbook from the administrative office, reading it in its entirety, and signing the

"Statement of Compliance." Only then will a user be permitted to request an equipment reservation (signed Statement of Compliance forms will be kept on permanent file at the SCHOPEG ACCESS, INC. office).

c. Certification. By attending a class or demonstrating proficiency on a case-by-case basis, all users must also become certified for the particular equipment they wish to use. Certification classes will be arranged to allow according to staff availability. No more than 6 potential users will be allowed per time period. Training classes offered by SCHOPEG ACCESS, INC. will be designed to teach those skills required in the certification process. SCHOPEG ACCESS, INC. does not guarantee that successfully completing the coursework will ensure success in certification. Candidates for certification are not required to take SCHOPEG ACCESS, INC. courses. If a candidate can, at a scheduled certification session, demonstrate the required skills and documentation of previous experience (letters of reference, college grades, employment record, resume disc or other documentation), the candidate may be certified, at the discretion of theExecutive Director. The user's driver license or other photographic identification shall be shown whenever a user wishes to check out, use or reserve SCHOPEG ACCESS, INC. equipment.

14. Training Courses Offered

a. Classes. Teaching television production skills to interested community volunteers is a primary role for SCHOPEG ACCESS, INC.. The studio is the primary training facility for all classes. Special arrangements may also be made to conduct courses at other locations for group training. SCHOPEG ACCESS, INC. shall design and oversee the curriculum to be used, thus encouraging smooth

trainee transition from classroom to use of SCHOPEG ACCESS, INC. facilities and equipment. Registration is handled through the administration office. Classes are designed to teach basic techniques enabling beginners to master the following subject areas:

(1) *SCHOPEG ACCESS, INC. Orientation* (2 hrs): Required introductory course provides a guided tour of the SCHOPEG ACCESS, INC. facility, an overview of protocol, and a How-to procedure for qualification and sign-out of SCHOPEG ACCESS, INC. resources.

(2) *150/250 Video Production Equipment Qualification* (3 hrs): Required introductory course provides guidelines to care, usage, and troubleshooting of video cameras and peripheral equipment. Related topics shall include guidelines for selection of lighting and audio techniques. A summary for the equipment sign-out and return procedures will be described.

(3) *Mini Micro Mobile Qualification* (12 hrs): Required course for mini micro field equipment provides instructions for care, usage, and troubleshooting, plus guidelines for selection of lighting and audio techniques. Also includes summary for equipment sign-out and return policies.

(4) *Video Editing* (two 3 hr classes): Television programs require further post-production editing prior to cablecasting. This course is designed to teach video editing skills using the SCHOPEG ACCESS, INC. video editing equipment, including: basic technical understanding of the video editing process; software tools found in Adobe Premier Pro; the mechanics of operating playback decks in association with editing.

(5) *Basic Video Production* (3 hrs): Introduction to

producing your own videos, and utilizing equipment and production methods to complete a program. The course is designed to teach you to coordinate volunteers, form your production ideas, create a budget, document an event, conduct interviews, and schedule equipment and crew. By the end of the workshop you will feel comfortable setting up and planning a production.

b. Course Enrollment Procedures. Registration is handled through the administrative office, which oversees the signing-up for the appropriate classes, and payment of a fee per class. In addition, special arrangements can be made to offer courses at sites, dates, and times not previously scheduled. In this way, groups with special interests or special needs (such as the visually or hearing impaired) may be better addressed. The courses may be scheduled by contacting the SCHOPEG ACCESS, INC. Executive Director. A minimum number of students are required.

User Rules

15. Programming Liability

Users presenting a recorded or live program for cablecast on SCHOPEG ACCESS, INC. shall agree in writing, as a condition of the cablecast, to indemnify, defend and hold harmless SCHOPEG ACCESS, INC., Board Members, and employees from and against any and all claims or other injury (including reasonable cost of defending claims or litigation) arising from or in connection with claims of loss or damage to person or property, or arising out of the failure to comply with these Rules and Procedures, any applicable laws, rules, regulations, or other requirements of local, state,

or federal authorities, for claims of libel, slander, invasion of privacy, or infringement of common law or statutory copyright, for breach of contract or other injury or damage in law or equity, which claims result from the cablecast of the user's program.

16. Programming Content Restrictions

To assure compliance with applicable ordinances, regulations, laws and statutes, presentation of the following material on SCHOPEG ACCESS, INC. or the production of the following material using the facilities of SCHOPEG ACCESS, INC. is prohibited:

a. Commercial Materials. Any material that is designed to promote any product or service, or which in whole or in part depicts, demonstrates, or discusses products, services, or businesses with the intent or substantial effect of benefiting or enhancing a profit-making enterprise is prohibited. There can be no commercial endorsement or commercial sponsorship of any business, enterprise, product, service, event or individual created with Public Access equipment, created in a Public Access facility, or created for cable casting on the Public Access channel. This includes advertising by or on behalf of any candidate for public office, any audio or visual reference to any business, enterprise, product, service, event or individual for which any consideration was received by anyone in exchange for the display, announcement and/or reference to such business, enterprise, product, service, event or individual. Further, use of an on-camera product, service, or replay of an event for a commercial purpose is strictly prohibited.

b. Programming which constitutes or promotes any lottery or gambling enterprise in a manner that is in violation of any applicable local, state, or federal law.

c. Material which is "obscene" as defined by applicable

law and community standards. The status of such material shall be determined on a case by case basis.

d. Material which may constitute libel, slander, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright law, or which might violate any local, state or federal law; or

e. Material which has a reasonable probability of creating an immediate danger of damage to property or harm or injury to persons.

17. Copyright Clearances

All users presenting a tape recorded or live program for cablecast on SCHOPEG ACCESS, INC. shall agree in writing, as a condition of the cablecast, that they have previously obtained all rights to all material or releases to be cablecast and clearances from individuals, broadcast stations, networks, sponsors, music licensing organizations' representatives, and without limitation from the foregoing, any and all other persons as may be necessary to transmit its or their program material, and identify SCHOPEG ACCESS, INC., Board Members, and employees from any copyright-related liabilities. Users shall maintain for inspection by SCHOPEG ACCESS, INC. upon reasonable notice, copies of all clearances and releases required by this section.

18. Underwriting or "Patron Acknowledgment"

Schopeg community producers are encouraged to apply for & receive underwriting or grants that aid in the development, production, distribution or improvement of programs.

Donations can be in the form of in-kind contributions (goods or services) or money.

a. Advance Planning. Before making any solicitations for program funding, you must meet with SCHOPEG staff regarding your plans. We will review with you the policies and procedures governing underwriting/grant solicitations, credits, and help you draft a budget. No solicitation may be made on behalf of a program unless SCHOPEG has given prior written approval. SCHOPEG 's name may not be used in connection with any program or solicitation without prior written approval.

b. Underwriting Credit. Users are permitted to give aural and/or visual underwriting credit to a person or organization that has paid for, in whole or in part, the production, distribution or promotion of a program cablecast on SCHOPEG ACCESS, INC., so long as the underwriting credit does not violate FCC rules or regulations, the terms of the SCHOPEG ACCESS, INC. Policy Handbook (including Programming Content Restrictions, above), and the following additional guidelines.

(1) *Standard Length and Non-Commercial Content of Underwriting Credit.* Credit to an individual underwriter shall not exceed ten (10) seconds in length, unless it is part of an Underwriter Enhanced Public Service Announcements (UEPSA) as described below. All credits may include a logo, phone number and a voice-over, identifying the underwriter as the sponsor. "Jingles" are expressly forbidden. You may not use subjective modifying language in the voice over (words such as "best", "highest quality", "longest lasting", etc.) and may not provide any price information. No address may be shown or listed. You may not use terms that call upon the viewer to use the products or services of the underwriter (known as a "call to action"), or solicit a viewer

response of any kind, such as “buy one today,” “give us a call,” or “visit our showroom.” The overall effect of the acknowledgment must be in keeping with the noncommercial nature of public access cable television. Final authority determining the appropriateness of underwriting credits is the sole responsibility of the SCHOPEG ACCESS, INC. Programming Committee or their designee. The determination by the Committee is final.

(2) *Underwriter Enhanced Public Service Announcements (UEPSA*). Single credit for a Public Service Announcement may be forty (40) seconds in length. A UEPSA is defined as a ten (10) second credit, immediately followed by a thirty (30) second 501©(3) non-profit organization public service announcement (PSA), electronically formatted to reveal the underwriter’s logo, and acknowledging the underwriting business as a “supporter” of the non-profit organization. The underwriter’s on-screen logo may visibly share the screen as the PSA plays in its entirety, not to exceed the thirty (30) seconds. If the business logo shares the screen with the PSA, the non-profit message shall dominate the majority of the screen space and shall be 100% of the audio heard by the viewer. All UEPSA credits must also comply with the non-commercial guidelines outlined in section “b” above.

(3) *Credit During Break Periods.* The length of break periods shall be sixty (60) seconds, with a maximum of six (6) different ten (10) second credits allowed per break. If UEPSA credits are used, only one may be used per break period. Therefore, one forty (40) second UEPSA may be accompanied by no more than two additional ten (10) second standard credits per one-minute break period.

(4) *Number of Breaks Allowed Per Program.*

• *Programs Less Than 75 Minutes.* Programs lasting less

than 75 minutes, may give underwriter credit at the open and close of every underwritten program.

• *Programs More Than 75 Minutes.* For programs lasting more than 75 minutes, underwriters may be acknowledged at the open and close of every underwritten program, and additional credit breaks at each "natural" break in the program or event. The total time dedicated to underwriter credit may not exceed forty (40) seconds for each sixty (60) minutes of programming in excess of seventy-five (75) minutes. "Natural breaks" occur at the beginning and end of the program or performance; during the intermission of a musical or theatrical stage event; and at quarter, half-time, or inning breaks in sporting events, but not "pauses" due to time outs, injuries, etc., which are considered part of the game and/or event.

• As a producer, you have the latitude to establish your own schedule of on-air acknowledgments for specific levels of support, subject to the guidelines above. The variables you have to work with include credit length, type of credit, and frequency. SCHOPEG ACCESS, INC. urges you to seek the advice of its staff to insure the appropriateness of your acknowledgments.

c. Notice to Underwriters**.** You must explicitly inform all prospective underwriters and/or grantors that you are a community producer acting on your own behalf, not an SCHOPEG ACCESS, INC. official, and that SCHOPEG ACCESS, INC. does not assume any responsibility for your program.

d. Payment to SCHOPEG ACCESS, INC.. All underwriting funds must be paid directly to SCHOPEG ACCESS, INC.. SCHOPEG ACCESS, INC. will reimburse you for your expenses upon the presentation of receipts. Six

(6) months after the completion of your program or completion of your series, any remaining unclaimed funds will become the property of SCHOPEG ACCESS, INC..

e. Use of Funds. All underwriting funds must be used for production expenses only, such as the costs of video discs, music rights, set supplies, and actors/talent. Because SCHOPEG ACCESS, INC.'s facilities may not be used for personal gain, the producer and members of the production crew may NOT be paid for their efforts. Use of SCHOPEG ACCESS, INC. facilities for commercial, profit-making, or private use under the pretense of creating Public Access programming is a Major Violation of SCHOPEG ACCESS, INC. policy.

19. Required Acknowledgments and Disclaimers

a. All programming cablecast on SCHOPEG ACCESS, INC. must clearly identify the producer of the program, either at the beginning or end of the program.

b. Within the program credits (through an aural or visual credit, or both) of all programs made with the facilities and services of SCHOPEG ACCESS, INC., the producer must include the following statement: "This program was made possible by the use of facilities and services of SCHOPEG ACCESS, INC., and in part through capital support grant funds provided by Spectrum Cable Television residential subscribers in the our service area."

c. Appropriate acknowledgement should be given in the credits to copyrighted materials, and to the musical compositions licensed by ASCAP or BMI, which are included in the producer's program.

d. When required by SCHOPEG ACCESS, INC., a disclaimer must be included at the beginning and end of the program stating, "The views expressed in the program do not

necessarily reflect those of SCHOPEG ACCESS, INC."

e. When required by SCHOPEG ACCESS, INC., an announcement must be included at the beginning of the program stating, "Portions of the upcoming program may be inappropriate for children, or deal with issues of a particularly sensitive nature. Viewer discretion is advised."

20. Joint Ownership

The community producer and SCHOPEG ACCESS, INC. shall jointly own the copyright of each program and materials made by the producer with the facilities and services of SCHOPEG ACCESS, INC.. Any user desiring to keep a copy of a program or material produced with the facilities and services of SCHOPEG ACCESS, INC. shall pay for the replacement cost of material. SCHOPEG ACCESS will seek producer permission for use of any public access program or material:

a. For extended repeat playbacks beyond the initial cablecast and those requested by the producer.

b. For "bicycling" to other cable systems.

c. For entry in local, regional, or national awards competition.

SCHOPEG ACCESS, INC. will have the right to include excerpts of any public access program or material without payment in SCHOPEG ACCESS, INC. sampler discs, training materials or promotional materials.

21. Distribution Rights

All programs produced with the facilities and equipment of SCHOPEG ACCESS, INC. must be presented first on

SCHOPEG ACCESS, INC., unless prior permission is obtained from the Executive Director of SCHOPEG ACCESS, INC. Recordings of programs made with the facilities and equipment of SCHOPEG ACCESS, INC. cannot be used for general fundraising or commercial purposes, with the following exceptions:

a. Copies of a program may be rented or sold if all funds generated are used solely in support of cable casting activities with SCHOPEG ACCESS, INC..

b. A non-profit organization, which produced a program with SCHOPEG ACCESS, INC. facilities and equipment, may include a copy of the program (or excerpts) as part of its application package to obtain outside grant support, or may be used as an example of the organization's activities.

c. Users may include excerpts of their programs produced with SCHOPEG ACCESS, INC. facilities and equipment within a resume file when used in efforts to gain employment in the telecommunications field. However, SCHOPEG ACCESS, INC. facilities may not be used to produce a resume disc.

Recordings of programs made with the facilities and equipment of SCHOPEG ACCESS, INC. may be distributed to other cable access centers for presentation. The programs may also be shown on commercial channels only if public service announcements or station I.D.'s, not commercials, are shown before, during and after the program.

22. Program Scheduling

a. Community Use. The Public Access channel is meant to be a community use channel, and preference will be given to local programmers and producers. However, other non-locally produced programs may also air, subject to

the following guidelines for general scheduling priority. Scheduling and editing decisions for SCHOPEG ACCESS, INC. community use channel will be at the sole discretion of the Executive Director of SCHOPEG ACCESS, INC., who will implement the overall guidelines approved by the SCHOPEG ACCESS, INC. Board of Directors.

(1) Locally produced programming will receive the highest priority.

(2) First-run programs will be favored over repeat programs.

(3) Building a regular viewership with a viable programming lineup will be a high priority. To this end, programming may be arranged according to particular themes (e.g., public affairs, sports, ethnic, etc.) during a given day or time period.

(4) **The production quality of programs will be an important factor.**

(5) Channel time usage by a diversity of community users will be encouraged

(6) Playback times and dates requested or suggested by program producers will be considered. Each channel space request shall include a first-choice time and date, a second- choice time and date, and a third-choice time and date. SCHOPEG ACCESS, INC. may request the permission of the program producer/provider for extended repeat playbacks of the program to fill gaps in the community-use channel schedule.

(7) SCHOPEG ACCESS, INC. reserves the right to pre-empt scheduled programs on the community use channel to present special or time-sensitive programming. SCHOPEG ACCESS, INC. will attempt to notify the producer of an affected program prior to such a pre-emption.

(8) Recorded programs which have been

scheduled for cablecast must be delivered to the Executive Director (with a completed "Playback Request Form") no later than two business days prior to its scheduled cablecast date. Rare exceptions may be made for good cause with prior notice. If a program is not delivered on time, the Executive Director may substitute another program in its place.

(9) Recorded programs submitted for cablecast must comply with the technical requirements specified below.

(10) Community use programs which include content that may be inappropriate for children, or deal with issues of a particularly sensitive nature, etc., shall only be cablecast during evening hours after 10:00 P.M and shall include an introductory disclaimer.

(11) All recorded programs submitted for cablecast on community use channel may be pre-screened by SCHOPEG ACCESS, INC. to determine compliance with the provisions of these Rules. However, ultimate responsibility for compliance remains with the program producer/provider. If programming is submitted for playback that violates content restrictions, the program producer/provider may be charged with a Major Offense and given appropriate probationary sanctions.

(12) In general, community users may schedule their public access programs on a first-come, first-served basis for presentation on public access channel. Consideration will be given to playback requests by first-time users.

(13) Except as provided for above (Programming Content Restrictions and Acknowledgements and Disclaimers), SCHOPEG ACCESS, INC. will not exercise any editorial control over the programming to be presented

on public access channel.

b. Scheduling Procedures. The following procedures must be followed by community users to present their program on SCHOPEG ACCESS, INC.:

(1) SCHOPEG ACCESS, INC. space for a recorded or live program is encouraged to be requested from the SCHOPEG ACCESS, INC.Executive Director at least six (6) weeks before the actual cablecast date, to enable the program to be included in a variety of published schedules.

(2) Each channel space request shall include a first-choice time and date, a second-choice time and date, and a third-choice time and date. (3) In general, SCHOPEG ACCESS, INC. staff will honor channel space requests on a first-come, first-served basis.

(4) When a first, second, or third choice of channel space is not available, the program producer/provider will be consulted to seek alternatives.

(5) When a program producer/provider does not request specific times or dates, SCHOPEG ACCESS, INC. staff may schedule his or her program in an available time slot.

(6) SCHOPEG ACCESS, INC. may request the permission of the program producer/provider for extended repeat playbacks of the program to fill gaps in the SCHOPEG ACCESS, INC. schedule.

(7) Recorded programs which have been scheduled for cablecast must be delivered to the Executive Director (with a completed “Playback Request Form”) no later than two business days prior to its scheduled cablecast date. Rare exceptions may be made for good cause with prior notice. If a program is not delivered on time, the Executive Director may substitute another program in its

place.

(8) The time and date of playback submission will be recorded by SCHOPEG ACCESS, INC. staff to provide reference in cases of reservation disputes.

(9) Recorded programs submitted for cablecast must comply with all technical requirements, including thirty (30) seconds of color bars and tone, followed by ten (10) seconds of black or countdown at the beginning of each program. The program must begin at forty (40) seconds, and audio must be operated as "channel 2" only.

c. Repeat Programming. The initial cablecast of a program on the SCHOPEG ACCESS, INC. channel, as well as further scheduling of the program is at the sole discretion of the Executive Director or his/her designee with the permission of the submitting producer or program provider. The Executive Director, in exercising his/her discretion, shall base his/her determination upon the availability of time slots and the need to avoid the monopolization or relative over-utilization of time slots by any particular programmer or program.

d. Series Programming. To allow for regularly scheduled programming cablecast at a consistent time on a given day of the week, SCHOPEG ACCESS, INC. will enter into contracts with program producers/providers for series programming for presentation on SCHOPEG ACCESS, INC. managed by SCHOPEG ACCESS, INC., within the constraints of the following guidelines:

(1) To be eligible to enter into a contract with SCHOPEG ACCESS, INC. for a series, a producer/provider of programming must have demonstrated the ability to produce/provide programming of a consistent quality in a timely manner. A series programming producer must have

previously produced at least four (4) single programs with SCHOPEG ACCESS, INC. facilities. Determinations regarding eligibility will be made by a SCHOPEG ACCESS, INC. staff member.

(2) SCHOPEG ACCESS, INC. will permit a maximum of no more than three month's worth of programming installments of a series per contract. Each installment must be different than every other installment in the series, and must not have been previously presented on SCHOPEG ACCESS, INC..

(3) A proposed series contract must be approved by the following SCHOPEG ACCESS, INC. staff people: the Executive Director, and the Programming Committee Chair.

(4) A series contract will be examined for potential renewal or extension of the series with regard to:

• The ability of the producer/provider to deliver the programs in a regular, timely, and consistent fashion.

• The overall program quality and production values of the series (community use channels only).

• The expressed desire/ability of the producer/provider to continue the series. • Requests for channel space by other producers/providers.

• Overall diversity of the program schedule (community use channels only).

(5) If a series producer/provider fails to produce/provide any installment of a series, the series may be cancelled and the producer/provider will not be granted a series time in the future without the permission of the SCHOPEG ACCESS, INC. Executive Director.

(6) SCHOPEG ACCESS, INC. reserves the right

to pre-empt scheduled series programs on community use channels to present special or time-sensitive programming. SCHOPEG ACCESS, INC. will attempt to notify the producer of an affected series program prior to such a pre-emption.

(7) An individual program producer/provider may have only one series contract in effect at a time. Frequency of installments shall be limited to no more than one time slot per week per series contract.

e. Live Programming (proposed in the future).

(1) *Qualification.* To be eligible for live program scheduling on SCHOPEG ACCESS, INC., the program producer and crew must have been certified for use of the SCHOPEG ACCESS, INC. television studio facilities. A producer and crew must also demonstrate the ability to coordinate and produce programs in a consistent and timely fashion, and must have produced a minimum of two (2) "live-on-tape" programs with SCHOPEG ACCESS, INC. facilities. Determinations will be made by a SCHOPEG ACCESS, INC. staff member.

(2) *Forfeiture.* Broadcasts of live programming on SCHOPEG ACCESS, INC. will forfeit their live programming privileges, may have playback reservations cancelled, and/or may be restricted from live programming completely for any of the following reasons:

• Having inadequate crew to successfully fulfill the obligation to produce the scheduled programming.

• Lateness.

• Demonstrating a consistent inability to begin and end programming at scheduled and/or required times.

• Poor performance and resultant poor quality of programming (community use channel only).

• Program content violations occurring during live programming.

f. Length of Programs.

(1) Programs submitted for cable casting on SCHOPEG ACCESS, INC. should conform to the time frames of 15 minutes, 30 minutes, etc., if possible. The actual program should be 2 – 4 minutes short of the given time frame (e.g., a 30-minute program and a 60-minute program should run 28 and 56 minutes, respectively) in order to leave room on the recording for technical and identification information, as well as provide time between programs for station identification, promotional announcements, PSA's, etc. Programs of any length may be submitted.

(2) Programs over 60 minutes in length will be allowed for special events, coverage of lengthy meetings, etc.

(3) Programs shorter than 15 minutes in length may be grouped together in a video or audio "shorts" format.

(4) Series-contracted programs will be cut off and faded to black if they exceed the 28-minute or 56-minute requirement without prior permission from the Executive Director and his or her designee.

23. Technical Requirements

a. Video Channels.

(1) Formats accepted for playback on the government or public access video channels managed by SCHOPEG ACCESS, INC. include DVD (MPEG 2 or Mini DV. Producers wishing to use other formats must obtain permission from the Executive Director. Producers may be able to transfer other formats to DVCAM for playback using the SCHOPEG ACCESS, INC. facilities.

(2) Recorded programs must have technical standards high enough to deliver a clear and unbroken picture to cable subscribers. Audio must be clearly understandable and at audible levels without distortion.

(3) Technical information which must be recorded on the submitted tape:

(a) 30 seconds of color bars and "zero-level" tone at the head of the tape.

(b) Color bars should be followed by ten (10) seconds of black or countdown.

(c) The program title should be shown near the beginning and at the end of the program.

(d) Program credits must appear at the end of the program and include the name of each crew member (unless any of them requests anonymity), allowable credit to underwriters of the program, and the acknowledgments required herein.

(e) Any disclaimers must be included at the beginning and end of the program material to be cablecast. At least 60 seconds of black must be recorded after the end of the program.

(4) The following minimum information must be included on labels affixed to the video discs and the video disc box:

(a) Producer's/provider's name and phone number.

(b) Program title.

(c) Exact length of program.

(d) Episode number and program description (series programs only).

24. Violations

Violations of SCHOPEG ACCESS, INC.'s programming policies and rules, or any other breach of the Statement of Compliance may subject the user to immediate forfeiture of the privilege of using the SCHOPEG ACCESS, INC., or its facilities and services, as well as other possible sanctions against users pursuant to these Rules.
If a violation of the programming content restrictions set forth above results in the imposition of a sanction against a user, or if SCHOPEG ACCESS, INC. refuses to cablecast a user's programming solely because such programming is found to be in violation of any Section in these Rules, the user shall have the right to exercise the appeals procedures described in these Rules.

25. Equipment Available

SCHOPEG ACCESS, INC. video and audio production equipment may only be used to record or prepare a program or program material for subsequent playback on a video channel managed by SCHOPEG ACCESS, INC.. The following categories of equipment items are available for use by trained and certified community users:

a. Single Camera Systems. These are portable camcorders which may be checked in and out of SCHOPEG ACCESS, INC.. Each package may also include such accessories as a tripod, microphone and cable, AC power adapter, batteries, and carrying cases. A portable lighting kit may also be checked out.

b. Video Editing Systems. Editing systems are available at the SCHOPEG ACCESS, INC. facility to enable users to edit their previously-recorded video footage into finished

programs. Each editing station includes a computer with appropriate software for editing.

c. SCHOPEG ACCESS, INC. does not provide recording discs for use prior to the recording of a master program disc. Such recording discs must be purchased elsewhere by the user.

26. Insurance

Community producers are strongly encouraged to obtain a homeowner's or renter's insurance policy which includes liability coverage to protect them in the event of a claim or litigation against them for reasons described above that will respond on behalf of all certified users while they are using equipment on loan from SCHOPEG ACCESS, INC.. Our policy will respond on your behalf if a third party sues you for an incident that occurs while you are using SCHOPEG ACCESS, INC.'s equipment. If this third party sues you personally for an act against their person or property that is deemed to be negligent, our policy will defend you and SCHOPEG ACCESS, INC. and pay any judgments up to the limit of the policy. In all insurance policies, there are exclusions. Here are some major exclusions that you need to be aware of:

a. Libel, slander, invasion of privacy.
b. Incidents involving boats, planes, autos.
c. Pollution.
d. Alcohol-related activities/substance abuse
e. Property in your care, custody and control.

27. Reservation Rules

a. The “Pre-Production Plan”:

(1) Before making any equipment reservations, a certified user must first complete a Pre- Production Plan. This form is designed to help provide focus for the proposed program and to track the progress of its production.

(2) Only the individual designated as the producer responsible for the completion of the proposed program should fill out the Pre-Production Plan. The names of other crew members must be included on this form.

(3) The producer and crew has 90 days from the start date on the Pre-Production Plan to complete the program. If the program cannot be completed in time, the producer must contact the SCHOPEG ACCESS, INC. production assistance staff to obtain advice and update the Pre-Production Plan.

(4) No producer may have more than three Pre-Production Plans active at any one time.

b. All Equipment Categories:

(1) SCHOPEG ACCESS, INC. video and/or audio production equipment may be reserved on a first-come, first-served basis upon request by a trained and certified community user. A major goal of these reservation rules is to ensure that no community user or group is allowed to monopolize the use of SCHOPEG ACCESS, INC. production facilities or equipment, but rather to encourage the broadest possible diversity of community participation in such activities.

(2) Reservations may be made by phone, e mail or in person. Phone reservations are taken only during designated time periods.

(3) Reservations should be made at least seven (7) but not more than 30 days in advance. Equipment reservations for dates beyond 30 days in advance may be made for equipment needed to produce approved series programming. Each equipment package has a separate

reservation form that must be completed accurately for each reservation request. A user may obtain a copy of the reservation form to confirm the reservation.

(4) All acceptable reservations are available for review upon request.

c. Single program reservations.

(1) Single program producers are allowed one reservation in any equipment category.

(2) When a single program producer has completed a reserved use, he or she may immediately schedule another reservation.

d. Series program reservations.

(1) Single program producers, depending upon the frequency of their approved programming (e.g., weekly, monthly, etc.), may be granted more than one reservation in an equipment category during a 30-day period.

(2) The maximum number of allowed reservations by a series producer during a specified time period will be determined during consultation with SCHOPEG ACCESS, INC. staff. Because of overall demand on use of SCHOPEG ACCESS, INC. facilities, a series program producer may be required to record or edit more than one program at each studio session, editing session, or single camera reservation time period.

(3) Reservation cancellations must be made at least 24 hours in advance. Failure to give sufficient notice of cancellation may result in probationary sanctions. In cases of circumstances beyond the user's control requiring cancellation of a reservation, notification should be made to SCHOPEG ACCESS, INC. staff as soon as such circumstance is known.

Equipment reservations ARE NOT TRANSFERABLE. Users

making a reservation may not send someone else to pick up or return equipment.

e. Single Camera Systems. Maximum usage time allowed for a single camera system reservation is 24 hours. Exceptions may be made by SCHOPEG ACCESS, INC.staff if the reservation time period includes a day when the production facilities are closed, or if the requirements of a program present unique considerations.

f. Video Editing Systems. The maximum usage time allowed for a video editing system reservation is four (4) hours. Exceptions may be made by SCHOPEG ACCESS, INC. staff if the requirements of a program present unique considerations.

28. Equipment Usage Rules

a. Usage rules for all equipment categories:

(1) Because smoke tars, food crumbs and spilled liquids can severely damage the equipment, a community user may not operate SCHOPEG ACCESS, INC. video and/or audio production equipment while smoking, eating, or drinking.

(2) Unless prior notification has been made to a SCHOPEG ACCESS, INC. staff member, failure to arrive and claim a production equipment reservation within 30 minutes after the scheduled time will result in the forfeiture of the reservation.

(3) Except as specified in the next subsection, SCHOPEG ACCESS, INC. video and/or audio production equipment may only be used by qualified community users under the supervision of a SCHOPEG ACCESS, INC. staff person.

(4) The only items which are allowed to be checked in and out of the SCHOPEG ACCESS, INC.

facilities by trained and certified community users are as follows:

Single camera systems and accessories;

(5) The community user is responsible for the safety, proper use and care of the equipment while it is checked out to him or her, and only the user may use the equipment which is checked out to him or her.

(6) Persons with disabilities will receive reasonable accommodations to assist them in their operation of production equipment.

b. Single Camera Systems.

Check-Out Procedures:

(1) The check-out date and time reserved is to be considered by the user as an appointment with a SCHOPEG ACCESS, INC. staff person.

(2) The single camera system user should allow a minimum of 60 minutes for the scheduled pick-up and check-out of equipment.

(3) The user checking out a single camera system is required to set up the equipment in the presence of a SCHOPEG ACCESS, INC. staff person and make a test recording prior to removing the equipment from the SCHOPEG ACCESS, INC. facilities. The test allows the user and the SCHOPEG ACCESS, INC. staff person to verify the operability of all components of the system and to agree upon any exceptions.

(4) All equipment to be removed from the SCHOPEG ACCESS, INC. facilities must be checked out by a SCHOPEG ACCESS, INC. staff person, signed for by a certified user, and properly recorded on a Portable Equipment Reservation/Check-Out Form.

(5) The Portable Equipment Reservation/Check-Out Form will include an indication of the dollar value of each item of equipment being checked out, and a statement that the undersigned user understands that he or she agrees to take complete financial responsibility for any damage to or theft of the equipment while it is signed out to him or her, normal wear and tear excepted.

(6) The user must present a valid Washington I.D. card which includes his or her picture (e.g., driver's license) to the SCHOPEG ACCESS, INC. staff person supervising the check- out. A copy of the Washington I.D. card will be kept on file in a locked storage area.

(7) The user must sign the Portable Equipment Reservation/Check-Out Form, assuming responsibility for the items indicated as being checked out, noting any malfunctions, cosmetic damage or missing parts, and reserve the date and time he or she agrees to return the equipment to the SCHOPEG ACCESS, INC. facility.

Check-In Procedures:

(1) The check-in date and time reserved is to be considered by the user as an appointment with a SCHOPEG ACCESS, INC. staff person.

(2) The single camera system user should allow a minimum of 60 minutes for the scheduled check-in of equipment.

(3) The user checking in a single camera system is required to set up and operate the equipment being returned in order to allow the SCHOPEG ACCESS, INC. staff person to check it over for operability and possible damage.

(4) At no time is a single camera system to be returned, dropped off or left at the SCHOPEG ACCESS, INC. facilities without examination and testing with a

SCHOPEG ACCESS, INC. staff person and sign-off on the Portable Equipment Reservation/Check-Out Form by both the user and the SCHOPEG ACCESS, INC. staff person. Failure to return equipment through proper check-in procedures may subject the user to forfeiture of equipment usage privileges.

(5) Equipment must be checked in by the user who checked the equipment out.

(6) *Late Returns.* Late return of a single camera system is a violation of the SCHOPEG ACCESS, INC. Policy Handbook, and can subject the user to forfeiture of equipment usage privileges.

c. Video Editing Systems:

(1) Use of the SCHOPEG ACCESS, INC. video editing systems must be for the purpose of producing programming for cablecast on a SCHOPEG ACCESS, INC. video channel. The following activities are not allowed:

(a) Copying or dubbing without permission.

(b) Preparing or editing material for private or commercial purposes.

(c) Use of non-authorized software on SCHOPEG ACCESS, INC.'s computers.

(2) SCHOPEG ACCESS, INC. editing facilities may only be operated by individuals who have been trained and certified to use this equipment. A user must present his or her I.D. card which must indicate the proper certification before entering the editing suite. A non- certified person may accompany the user in the editing suite and work with him or her, but may not operate the equipment.

(3) Users of video editing systems must vacate the facilities by the completion of their reserved time unless the following time is unreserved or the next user voluntarily grants an extension.

(4) At the conclusion of an editing session, the editing suite must be left in the same condition that it was when the user started:

(a) All discs must be boxed, properly labeled and properly shelved.

(b) All sound sources, equipment and switches must be returned to normal positions or locations. • All paper, debris and miscellaneous material must be removed from the editing suite.

d. Recording Tape:

(1) All SCHOPEG ACCESS, INC. recordings must remain at the SCHOPEG ACCESS, INC. facilities.

(2) When a completed master program is recorded on SCHOPEG ACCESS, INC. file, a decision must be made by the producer after the program has finished its playback cycle on a SCHOPEG ACCESS, INC. channel:

(a) The producer may request to have a personal copy made; or

(b) The producer may purchase or replace the disc; or • The media will be erased and recycled.

(3) SCHOPEG ACCESS, INC. will not erase or recycle master programs before making all reasonable efforts to inform the producer.

(4) SCHOPEG ACCESS, INC. will archive significant representative programming produced through SCHOPEG ACCESS, INC. facilities and will use segments of such archived material to prepare demonstration, instructional and sample tapes to conduct training and

outreach programs.

(5) SCHOPEG ACCESS, INC. will not sell programming produced by community users.

29. Requested to Leave SCHOPEG ACCESS, INC. Facilities:

SCHOPEG ACCESS, INC. staff may request that an individual leave the SCHOPEG ACCESS, INC. facilities immediately under the following circumstances:

a. If an individual consumes, sells or dispenses alcohol or illegal substances in the SCHOPEG ACCESS, INC. facilities; or

b. If an individual behaves in a threatening manner, interferes with the orderly conduct of SCHOPEG ACCESS, INC. activities, facilities or programs, or demonstrates an inability to properly operate or care for production equipment.

Major Offenses. The following Major Offenses against the SCHOPEG ACCESS, INC. Policy Handbook will result in the immediate permanent suspension of user privileges with SCHOPEG ACCESS, INC.:

(1) Theft, vandalism, or willful damage of the SCHOPEG ACCESS, INC. facilities or equipment; or willful injury to or theft of the personal property of any SCHOPEG ACCESS, INC. staff person, user or visitor.

(2) False representation by user of himself or herself as a SCHOPEG ACCESS, INC. employee, representative or agent.

(3) Use of facilities or equipment for any private financial gain, commercial activity, or any purpose other than for the production of programming for cablecast on a channel

managed by SCHOPEG ACCESS, INC..

Chronic and Willful Disregard for SCHOPEG ACCESS, INC. Policy Handbook. The following Major Offenses against the SCHOPEG ACCESS, INC. Policy Handbook will result in the immediate suspension of user privileges with SCHOPEG ACCESS, INC. and "Probationary Sanctions":

(1) Misuse, abuse or negligent use of SCHOPEG ACCESS, INC. facilities or equipment.

(2) Failure to return checked-out equipment through intent, negligence, loss or theft, or failure to comply with the check-in procedures.

(3) Making false or misleading statements on any SCHOPEG ACCESS, INC. User Form.

(4) Removal of equipment from a SCHOPEG ACCESS, INC. facility without proper check-out and supervision by a SCHOPEG ACCESS, INC. staff person.

(5) Use of equipment by non-certified users or use of equipment checked out to a certified user by a certified user on probation.

(6) Use of equipment by certified users in a manner that is not in accordance with a restricted eligibility status (e.g., non-residency, under 18 years old, etc.).

(7) Submission of programming for playback which violates content instructions.

(8) Other activities determined to be Major Offenses by the SCHOPEG ACCESS, INC. Executive Director.

Probationary Sanctions:

(1) The first sanction will be a 90-day suspension of user privileges with SCHOPEG ACCESS, INC..

(2) The second sanction will be a 1-year suspension of user privileges with SCHOPEG ACCESS, INC.

(3) The third sanction will be a permanent suspension of user privileges with SCHOPEG ACCESS, INC..

(4) Other sanctions may include the following:

(a) Requirement of re-attendance at an orientation session;

(b) Requirement of demonstrated proficiencies or understanding;

(c) Short-term probationary periods;

(d) The SCHOPEG ACCESS, INC. Executive Director shall give written notice to a user who commits a Major Offense that specifies the nature of the offense and any suspension or Probationary Sanction resulting from the offense within ten (10) days of being informed of the occurrence. Notification shall also indicate any conditions for reinstatement of user privileges.

30. Minor Offenses

Potential users of the SCHOPEG ACCESS, INC. facilities and equipment are completely dependent upon the timely and proper operation of these items by previous users. Therefore, SCHOPEG ACCESS, INC. is very concerned that relatively minor violations by users should not occur. Accordingly, the following Minor Offenses against the

SCHOPEG ACCESS, INC. Policy designated in the Handbook:

(1) Failure to return equipment on time or to cancel a reservation with sufficient notice.

(2) Late return of equipment without an authorized extension.

(3) Return of functional but dirty equipment.

(4) Unsafe or improper use of SCHOPEG ACCESS, INC. equipment.

(5) Improper packing of SCHOPEG ACCESS, INC. equipment for transport.

(6) Attempted disassembly or repair of any SCHOPEG ACCESS, INC. equipment.

(7) Making reservations on behalf of others.

(8) Smoking, drinking or eating while in SCHOPEG ACCESS, INC. production facilities or while operating SCHOPEG ACCESS, INC. equipment.

(9) Any other violation of the SCHOPEG ACCESS, INC. Policy

Handbook. *Disciplinary Actions.*

(1) For a first violation in the case of a Minor Offense, the user committing the offense will be given a verbal warning by the SCHOPEG ACCESS, INC. staff person.

(2) For the second violation in the case of a Minor Offense, the user committing the offense will receive a written warning. One copy of this warning will be placed in the user's file, and another will be given to the SCHOPEG ACCESS, INC. Executive Director.

(3) For the third violation in the case of a Minor Offense, the user committing the offense will receive immediate suspension of user privileges with SCHOPEG ACCESS, INC. and "Probationary Sanctions" (as indicated above).

31. SCHOPEG ACCESS, INC. Disciplinary Discretion

The sanctions and penalties outlined above may, in individual cases, be adjusted by either the SCHOPEG ACCESS, INC. Board of Directors ("Board") or its designated Committee, at their sole discretion. The Board or Committee may impose greater or lesser sanctions and penalties than those specified above if the Board or Committee determines that there is good cause to do so.

A decision by the Board or the Committee to impose a greater or lesser sanction or penalty than those prescribed in the SCHOPEG ACCESS, INC. Policy Handbook shall be made at a public hearing in which the user shall have an opportunity to fully participate ("variance hearing"). A variance hearing of the Committee may be instigated by the SCHOPEG ACCESS, INC. Executive Director or the Committee. A variance hearing of the Board may be instigated by the Committee or the Board.

A user against whom the SCHOPEG ACCESS, INC. Executive Director has imposed a suspension or Probationary Sanction may request a variance hearing of the Committee by filing a written request for a variance hearing with the SCHOPEG ACCESS, INC. office within ten (10) days of notification of the suspension or Probationary Sanction. A request for a variance hearing may be filed separately or as part of a notice of appeal.

32. Appeals

a. Any user against whom the SCHOPEG ACCESS, INC. Executive Director has imposed a suspension or Probationary Sanction may appeal the decision to a designated Committee of the SCHOPEG ACCESS, INC.

Board of Directors within ten (10) days of notification of the suspension or Probationary Sanction by filing a written notice of appeal at the SCHOPEG ACCESS, INC. office.The Committee may choose to hear an appeal of a suspension or Probationary Sanction after investigating the circumstances of the violation. In public hearing with the Committee, the SCHOPEG ACCESS, INC. Executive Director or staff person shall make a presentation on the circumstances of the violation(s) and the suspension or Probationary Sanction imposed, and the user will make a presentation of the appeal. The Committee may decide:

(1) To sustain the sanctions imposed by the SCHOPEG ACCESS, INC. Executive Director;

(2) To make alternative determinations; or

(3) To refer the appeal to the full SCHOPEG ACCESS, INC.

b. Board of Directors. Determinations of the SCHOPEG ACCESS, INC. Board of Directors or its designated Committee in matters of suspensions or Probationary Sanctions or other actions are final.. Should the SCHOPEG ACCESS, INC. Executive Director decline to cablecast programming submitted to SCHOPEG ACCESS, INC. for cablecast, the party submitting the material may appeal the decision to a designated Committee of the SCHOPEG ACCESS, INC. Board of Directors within 10 (ten) days of notification of the SCHOPEG ACCESS, INC. Executive Director's declination by filing a written notice of appeal at the SCHOPEG ACCESS, INC. office. The procedure for the Committee's review of the matter shall be identical to the procedure set forth above relating to appeals of a suspension or Probationary Sanction. Determinations of the Committee or the SCHOPEG ACCESS, INC. Board of Directors in matters of programming shall be final.

USE/SCHOPEG AGREEMENT: STATEMENT OF COMPLIANCE

I have read, am thoroughly familiar with, and agree to comply with the SCHOPEG ACCESS, INC. Policies as designated in the Handbook. I acknowledge that the SCHOPEG ACCESS, INC. Policies may be amended from time to time by SCHOPEG ACCESS, INC.. All such amendments shall be posted at the SCHOPEG ACCESS, INC. office. I agree that my use of SCHOPEG ACCESS, INC. facilities or resources shall constitute my acceptance and agreement to comply with all of the Operating Rules and Procedures, including any amendments adopted by SCHOPEG ACCESS, INC. as of the date of such use.

Program material that I will record and/or submit for cablecast will not contain material designed to promote the sale of commercial products or services, advertising which endorses or opposes candidates for public office, the solicitation or appeal for funds for any purpose (unless specifically authorized by SCHOPEG ACCESS, INC.), material which constitutes or promotes any lottery or gambling enterprise, obscene material, as defined by applicable law, material which constitutes libel, slander, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright, or which might violate any local, state or federal law, or material which may create an immediate danger of damage to property or harm or injury to persons.

I certify that I meet the user eligibility criteria set forth in these Rules, and assume full responsibility for the content of all program material cablecast and will ensure that such program material will not violate any right of any third party. I will obtain all required approvals, clearances, licenses, etc., for the use of any program material which I submit for cablecast, including but not limited to approvals by broadcast stations, networks, sponsors, music licensing organizations, copyright owners, performers' representatives, all persons appearing in the program material, and any other approvals that may be necessary to transmit program material over the video channel managed by SCHOPEG ACCESS, INC..

I agree to indemnify, defend and hold harmless SCHOPEG ACCESS, INC. and its employees from and against any and all claims or other injury (including reasonable cost of defending claims or litigation) arising from or in connection with claims of loss or damage to person or property arising out of the failure to comply with these Operating Rules and Procedures, any applicable laws, rules, regulations, or other

requirements of local, state or federal authorities, for claims of libel, slander, invasion of privacy, personal injury, or infringement of common law or statutory copyright, for breach of contract or other injury or damage in law or equity which claims result from the use of SCHOPEG ACCESS, INC. channel space, video and/or audio facilities and equipment or other SCHOPEG ACCESS, INC. resources.

I acknowledge that SCHOPEG ACCESS, INC. has strongly encouraged me to obtain a homeowner's or renter's insurance policy which includes liability coverage to protect me in the event of a claim or litigation against me as a result of my use of SCHOPEG ACCESS, INC. channel space, facilities, equipment or other resources.

I agree that I shall not represent myself or any other person involved in public access programming activities as an employee, representative or agent of SCHOPEG ACCESS, INC.. I agree to pay the costs of any repair or replacement of equipment or materials resulting from damage, misuse or theft while such equipment or materials are in my possession or control, normal wear and tear excepted. I understand the penalties that apply if I do not return equipment or materials on time.

I shall not use SCHOPEG ACCESS, INC. channel space, facilities or equipment for any financial gain or other commercial purposes. I understand that programming produced with SCHOPEG ACCESS, INC. equipment or facilities must appear on the video channel managed by SCHOPEG ACCESS, INC.. I understand that false or misleading statements made in this Statement of Compliance are grounds for forfeiture of the right to use SCHOPEG ACCESS, INC. channel space, facilities, and equipment. I understand and agree that I am an independent contractor and that no relationship of employer-employee or

principal-agent exists between myself and SCHOPEG ACCESS, INC..

Any waiver of any breach of this Statement of Compliance shall not waive any continuing or other breach of the same provision or any other provision of this Statement of Compliance. Should a dispute arise between parties with respect to their rights and duties under this Statement of Compliance, the prevailing party in such dispute shall be entitled to recover its attorney's fees and costs incurred in connection therewith.

I.D. Number: Type of I.D. :
_____

Applicant's Name:_____

Street Address:_____

City: _____ State: _____ Zip: _____

Home Phone Number:_____

Fax Number:_____

Cell Phone Number: _____

Email address:_____

Administrator Name(Print):
_____

Signature: _____Date: _____

User Name (Print):
_____

Signature:_____Date:
_____

(original to keep on file at SCHOPEG ACCESS, INC.)