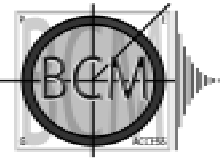


# BERKELEY COMMUNITY MEDIA

## COMPLIANCE AND INDEMNITY AGREEMENT



- A.** I have read, am thoroughly familiar with, and agree to comply with Berkeley Community Media (“BCM”) Operating Rules and Procedures. I acknowledge that BCM Operating Rules and Procedures may be amended from time to time by BCM. All such amendments shall be posted at the BCM office. I agree that my use of BCM facilities or resources shall constitute my acceptance and agreement to comply with all of the Operating Rules and Procedures, including any amendments adopted by BCM as of the date of such use.
- B.** Program material that I will record and/or submit for cablecast **will not contain:**
1. Material designed to promote the sale of commercial products or services.
  2. Advertising which endorses or opposes candidates for public office which is also intended to be presented as a paid political advertisement or other media.
  3. The solicitation or appeal for funds for any purpose (unless specifically authorized by BCM).
  4. Material which constitutes or promotes any lottery or gambling enterprise.
  5. Obscene material, as defined by applicable law.
  6. 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.
  7. Material which may create an immediate danger of damage to property or injury to persons.
- C.** I certify that I meet the user eligibility criteria set forth in Part III, Section 3.0 of the BCM Operating Rules and Procedures.
- D.** I assume full responsibility for the content of all program material cablecast or streamed over the world wide web and will ensure that such program material will not violate any right of any third party .
- E.** I have obtained or, before the program material is cablecast or streamed over the world wide web, I will obtain all required approvals, clearances, licenses, etc. for the use of any program material which I submit for cablecast or streamed over the world wide web, 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 internet bandwidth, video and/or audio channels managed by BCM.
- F.** I agree to indemnify, defend and hold harmless B- TV, BCM, the City of Berkeley, and their respective directors, officers, agents 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 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 BCM channel space, internet bandwidth, video and/or audio facilities and equipment or other BCM resources.
- G.** I acknowledge that BCM strongly encourages 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 BCM channel space, internet bandwidth, facilities, equipment or other resources.
- H.** I agree that I shall not represent myself or any other person involved in community use or public access programming activities as an employee, representative or agent of BCM.
- I.** In my use of BCM channels, internet bandwidth, equipment, facilities or resources, I agree to comply with all applicable rules and regulations of Federal, State and local governments and all other regulatory agencies, including the Federal Communications Commission.
- J.** 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.
- K.** I shall not use BCM channel space, facilities, internet bandwidth or equipment for any financial gain or other commercial purposes. I understand that programming produced with BCM equipment or facilities must ap-

*Continued on reverse ...*

# BERKELEY COMMUNITY MEDIA

## COMPLIANCE AND INDEMNITY AGREEMENT

Continued

pear on the video, internet bandwidth, or channels managed by BCM.

- L.** I understand that false or misleading statements made in this Compliance and Indemnity Agreement (“ Agreement”) are grounds for forfeiture of the right to use BCM channel space, internet bandwidth, facilities, and equipment.
- M.** If I am joining as a non-resident volunteer I understand and agree to adhere to all BCM policies regarding the non-resident volunteer program, as outlined in the Red Book. This includes the understanding that I cannot produce programs at BCM as long as I am a non-resident volunteer and that I will be placed on a waiting list for class signups, giving Berkeley residents priority.
- N.** If I am joining as a youth volunteer I understand and agree to adhere to all BCM policies regarding the youth volunteer program, as outlined in the Red Book. This includes the understanding that I may be limited to equipment reservations depending on availability and that I must have a parent or guardian sign all BCM forms stating their responsibility for my actions.
- O.** If I am the parent or guardian of a BCM youth member I claim all legal responsibility for their actions, including the cost of repair or replacement of any BCM equipment. I also have read and understand this Agreement and the BCM rules and regulations as outlined in the BCM Red Book.
- P.** I understand and agree that I am an independent contractor and that no relationship of employer-employee or principal-agent exists between BCM and myself.
- Q.** Any waiver of any breach of this Agreement shall not waive any continuing or other breach of the same provision or any other provision of this Agreement.
- R.** Should a dispute arise between parties with respect to their rights and duties under this Agreement, the prevailing party in such a dispute shall be entitled to recover its attorney’s fees and costs incurred in connection therewith.
- S.** I have read and understand all rules and procedures as outlined in the BCM Red Book and agree to follow these rules.
- T** This Agreement is non-transferable.

\_\_\_\_\_  
Applicant’s Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
BCM Staff Signature

\_\_\_\_\_  
Date

### If Applicant is under 18:

I certify that I am the parent or guardian of the above Applicant, \_\_\_\_\_, a minor under the age of 18 years. I have read this Agreement and hereby agree to assume legal responsibility for his/her activities referred to in this Agreement, including the cost of repair or replacement to any BCM equipment.

\_\_\_\_\_  
Name of Parent/Guardian (please print)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date