

DATV, Inc. Policies & Regulations

Forms:

Community Bulletin Board Request (*Form A*)

Agreement with Policies & Regulations (*Form B*)

Equipment Repair (*Form E*)

Talent Release (*Form F*)

Producer and Sponsor Cablecast Agreement and Release Form (*Form G*)

Facility & Equipment Rental Policies (*Form H*)

I. Introduction

Welcome to Dracut Access Television, Inc. (DATV). DATV is a non-profit, non-commercial access television facility whose purpose is exclusively charitable, scientific and educational within the meaning of Section 501(c)(3) of the Internal Revenue Code, as amended from time to time.

This Manual contains DATV's policies and regulations, established to ensure fair and equitable opportunities for access to production resources, training, and time on the access channels (Public Access (8), Educational (22), and Governmental (10)). The facilities are provided exclusively for the production and presentation of non-commercial television programming of interest and/or benefit to the residents of Dracut. The DATV Community Bulletin Board is available to publicize non-commercial activities and events.

Residents, employees, and organizations in or affiliated with the town of Dracut are encouraged to use these resources.

II. Mission Statement

To encourage and enable open extensive communication through DATV while promoting diversity and responsibility.

III. DATV, Inc. Membership

Requirements / Fee Schedule

Membership is available to any individual who lives, works, or is affiliated with an organization based in Dracut. To become a member of DATV, an individual, family, or organization/business must:

1. Provide proof of Dracut residency or affiliation with an organization or business based in Dracut;

(See By-Laws for voting criteria) and

2. Pay the current membership fee. There are three types of membership: individual, family, and organization / business.

a) Individual memberships require a \$10.00 per year fee.

b) Family memberships require a \$20.00 per year fee to grant members of the same household membership status.

c) Organization / business memberships require a \$30.00 fee and \$10.00 per member (employee) per year.

d) In lieu of membership fee, an individual may volunteer 8 hours of service as approved by the DATV ED or Board of Directors and

3. Sign a contract or contracts (including but not limited to Form B, Agreement with Policies & Regulations; and Form G, Producer and Sponsor Cablecast Agreement and Release Form) agreeing to comply with DATV's requirements including but not limited to the DATV Policies & Regulations contained herein. If under 18 years of age, a parent or legal guardian must also sign the contract(s).

Privileges:

All DATV members shall have voting rights at the Annual Meeting (See By-Laws for voting criteria) and may:

1. Submit non-commercial programming for cablecast (see Section V, Programming).
2. Become certified to operate various equipment and facilities at DATV (see Section IV, Requirements).
3. Receive DATV publications.
4. Be elected to serve on the DATV Board of Directors, if a Dracut resident and 18 years of age or older.
5. Be appointed to serve on DATV Committees.
6. Take an active role in access television.

IV. Equipment / Facilities

Requirements:

To use DATV equipment and / or facilities, a member must:

1. Provide proof of current membership.
2. Be certified to operate the specific equipment (see Section IV, Training / Certification). DATV will provide training for member equipment certification on an on-going basis. Once certified in an area of production, members may reserve and use those respective DATV resources that apply (see Section IV, Availability / Usage).

Signing-up for courses and workshops is on a first-come-first-served basis. To register for a DATV course / workshop, an advance deposit may be required. The deposit will be refunded upon successful completion of the course / workshop.

Training is offered to familiarize members with production concepts and resources available at DATV, and to ensure proper technique and care are used when handling DATV equipment. Individual instruction may be set up by appointment with staff.

Members with previous video production skills may, at the discretion of DATV staff, bypass certain DATV training and become certified.

3. Use the equipment / facilities exclusively for the creation of non-commercial programming for cablecast on the access channels.
4. Contact DATV in advance of desired usage and make a reservation with DATV staff. Upon check-out, sign the appropriate equipment inventory form for each usage, taking full responsibility for the care of the equipment being used, and the actions of crew and/or guests (Form H); and sign the Cablecast Agreement and Release Form (Form G), acknowledging, among other things, producer's sole responsibility for the content of his or her programs.

Availability/Usage

1. Reservations:

All reservations are dependent upon staff's approval of a program proposal to be submitted by the program's producer. No producer may have in progress more than three productions at any one time unless authorized by DATV staff. The foregoing DATV approval shall be with respect to technical criteria and shall not involve prior review or approval of program content.

Equipment / Facilities will be available to all certified members on a first-come, first-served basis. Reservations should be made at least 24 hours in advance, with the exception of the portable studio package, which requires a minimum 4-week notice. All other requests will be honored only at the reasonable and lawful discretion of DATV staff, subject to availability of staff and resources.

Reservations of equipment and / or facilities should be made with the DATV staff by the certified member who will be using it and will be responsible for it. DATV staff reserves the right to limit the amount of equipment and / or time which any one individual or group may reserve. Notwithstanding the fact that DATV staff, subject to availability of resources, assist with some equipment and facility usage, such assistance shall be content-neutral, and not include assistance regarding content and editorial matters, and shall be provided as equipment and facility technical assistance. The producer(s) (not DATV) shall remain responsible for his/her/their public access program content and material, subject to the terms and conditions herein.

2. Unauthorized or improper handling of DATV equipment may result in a violation.

Members must give a 24-hour notice when canceling any reserved use of DATV equipment or facilities. If a certified member is more than 30 minutes late without notification and approval, the reservation may be cancelled.

3. Equipment Check-Out / In:

Equipment must be picked up at and returned to DATV by the certified member who reserved it unless alternative arrangements have been approved in advance by DATV staff. The member's identification card must be presented upon request. Staff will fill out the Equipment Check-Out/In form, which the certified member signs. If the DATV member is under 18 years of age, a parent or legal guardian must also sign the Check-Out / In form.

Time for check-out / in of equipment is to be scheduled with DATV staff. Please observe DATV's posted hours and scheduled time for check-out and check-in of equipment.

DATV will make every reasonable effort to ensure equipment is in working order, but can make no guarantee as to the operating quality of equipment. It is suggested that the certified member set up and test the equipment before leaving the facility.

Use of DATV equipment outside the town of Dracut requires prior staff approval. Equipment must be returned by the time indicated on the Check-Out / in form.

When returning equipment, the certified member is responsible for having the equipment officially checked in by DATV staff. At this time, any damage to equipment or operating irregularities must be reported on an Equipment Repair form (see form E).

4. Facility / Studio Use:

Each use of DATV facilities (i.e. studio, edit bays, etc.) must be logged by the certified equipment user, or the producer in charge, on the respective sign-in sheet.

Crew position assignments and program content are the responsibility of the producer and not DATV, subject to the terms and conditions herein. DATV staff may assist producers to assemble crews from among trained and qualified members. It is ultimately the responsibility of the producer to ensure the eligibility of all crew used. DATV staff is not available to serve as crew on member productions.

Producers are responsible for the actions of guests, assistants, crew, children, etc. in the facilities. It is highly recommended that producers require all talent appearing in their program to complete a Talent Release (see form F), to keep for their records.

DATV office equipment and supplies may not be used for props. Upon staff approval, members may store props on the premises, at their own risk.

Members must clean up after themselves. Members must begin striking their set 1/2 hour before closing time. No animals, except for trained guide / Seeing Eye / hearing ear, are allowed in the facility without the approval of DATV staff. Eating and drinking is allowed in designated areas only. Smoking is not allowed in the premises occupied by DATV.

5. Videotape / DVDs / Copies

DATV does provide DVDs and videotape stock for the production of programming for DATV. DVDs and tapes that are signed out to members must be returned like any other piece of equipment. There is no guarantee as to the quality of the DVD / tape stock. Any lost or damaged DVD / tape must be replaced or DATV must be reimbursed.

Any producer who wishes to have a copy of the master DVD / tape of his / her program may make one copy with DATV equipment at any time that does not interfere with production. DATV will provide one DVD / VHS tape to the producer for this purpose. Anyone who wants a copy of a program is encouraged to tape it off cable. Requests to DATV staff to repeat a program for this purpose will be honored whenever possible. Otherwise, when possible, staff will make a copy on a DATV VHS tape for a \$15.00 donation or on a DATV DVD for a \$10.00 donation to the Corporation.

V. Programming and Community Bulletin Board

The Community Bulletin Board (CBB) is a service maintained by DATV for publicizing non-commercial, non-partisan notices, activities, and events of interest and / or benefit to residents of Dracut. The Community Bulletin Board Request forms (see form A) are available to individuals and organizations through DATV

Channel Time

Programs, live and or recorded, may be requested to be cablecast on the access channels. All programs submitted for cablecast shall be accompanied by a completed Cablecast Agreement and Release Form (see form G) and the information required therein; and filing of such other forms as may be applicable.

Any presenter/sponsor/producer wishing to have a program cablecast must submit a completed program (except for live productions) and a Cablecast Agreement and Release Form at least two weeks in advance. Presenters / producers must submit three new consecutive programs before they receive a regular time slot in the program schedule. In order to maintain a regular time slot, a presenter / producer must submit a new Cablecast Agreement and Release Form every thirteen weeks and commit to presenting / producing the set number of programs as determined by the presenter / producer on the Cablecast Agreement and Release Form. Failure to submit a completed Cablecast Agreement and Release Form and / or present / produce the requested programming as agreed upon by the presenter / producer, may result in loss of regular time slot. Frequency of new programming submitted by presenters / producers determines frequency of cablecasts on the access channels.

The following considerations will determine the scheduling of channel time:

- Where the program is / was produced.
- Timeliness of program.
- Regularity of programs.
- Repeat, live or first run program.
- Date of receipt of Cablecast Agreement and Release Form.

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Availability of channel time.

Indecent content may result in 'safe harbor' scheduling after 11:00 p.m., subject to lawful procedures adopted by DATV.

Channel time is scheduled by DATV staff. DATV will try to accommodate all reasonable requests. It is the responsibility of the presenter/sponsor/producer to alert staff of any questionable or prohibited content in the requested program, and indecent adult programming not appropriate for younger viewers. DATV reserves the right to require appropriate disclaimer(s) on any program.

Programs should be no longer than 29 minutes in length for a 30-minute program nor longer than 59 minutes in length for a 60-minute program.

Preparation Requirements

Before cablecast, all videotapes / DVDs must be clearly labeled on the case and cassette / DVD with the following:

1. Producer and / or presenter's name.
2. Title of program(s).
3. Exact running time (hours, minutes, seconds).

The beginning of all programs to be cablecast should, when applicable, begin with ten (10) seconds of black only. The end of all programs to be cablecast should, when applicable, have the following:

1. Appropriate credits.
2. Producer and / or presenter's name.
3. "Produced with facilities provided by Dracut Access Television, Inc."
4. 30 seconds of black.

Technical Requirements

1. All programs must be submitted on high quality VHS or SVHS videotape or DVDs.
2. All tapes must be recorded in Standard Play Mode (SP).
3. Video and audio quality of all programs, both live and or recorded to be cablecast must be consistent and of sufficient level to permit adequate reproduction by transmission equipment.
4. All individuals submitting programming to DATV on DVDs must comply with the following guidelines:

- a) One program per DVD.
- b) DVDs submitted with menus preceding or following actual program will not be accepted.
- c) DVDs must be labeled with title of program and producer / presenter's name.
- d) DVDs must be submitted in cases.
- e) Programming submitted on DVDs must comply with DATV preparation requirements.
- f) Only DVD-R, DVD+R, and DVD+RW formats will be accepted. DATV staff reserves the right to withhold the cablecast of any program, which does not meet preparation or technical requirements.

Prohibitions and Clearances

Users of DATV and program producers and sponsors (and not DATV) are fully responsible for the content of their program material and must execute a producer/sponsor agreement assuming full responsibility for the content of their programming; and must agree to indemnify DATV for, and hold DATV harmless from, any and all claims arising from the content of, or errors and/or omissions in connection with, their program material and the production and/or sponsorship thereof. The following material is forbidden, subject to lawful procedures including notice and an opportunity to be heard if and to the extent required, for presentation on the Public, Educational, and Governmental Access Channels:

1. Any obscene and / or other programming prohibited by applicable law(s).
2. Any lottery information.
3. Any invasion of privacy.

4. Any violation of trademark, copyright, or publicity rights prohibited by applicable law(s).
5. Any illegal or otherwise prohibited activity.
6. Material which constitutes libel and or slander.

Users/producers/sponsors (not DATV) are responsible for obtaining, in writing, release forms, minor permission forms, all necessary approvals, clearances, licenses, etc. for the use of any program material which the user/producer/sponsor submits for cablecast. These may include, but are not limited to: broadcast stations, networks, music licensing organizations, performer's representatives, and any and all other persons as may be necessary for authorization to cablecast program material.

A responsible adult shall verify, in writing, that authorization has been obtained concerning use of any equipment by a minor; and / or appearance of any minor; and / or that all necessary approvals / licenses have been obtained, for a program to be cablecast. Such adults shall be responsible for liability resulting from the use of equipment by, or any appearance of, a minor.

Ownership

The copyright for program content produced using DATV equipment is retained by the producer. DATV retains the master tape of all programs produced using DATV equipment and the producer releases DATV from any claims for DATV's cablecasting of programs provided by the producer for cablecasting by DATV.

No individual may receive any financial benefit / remuneration from programs produced using DATV equipment in accordance with DATV's 501 (c)(3) non-profit status, unless through an awarded grant (see Section VII, Underwriting and Grants), or from other payment or underwriting for production costs consistent with DATV's 501(c)(3) tax exempt status.

Sponsorship Credits

Commercial advertising is prohibited from the access channels. Acknowledgment of underwriting by businesses, organizations, or grantors providing monetary or other assistance to the making of a program may be included in the program credits. Acknowledgment may include the underwriter's name, business name and a brief value neutral statement describing the underwriter's contribution or product consistent with standards applicable to qualified sponsorships or underwriting of nonprofit, tax exempt access cablecasting. No addresses or telephone numbers may appear except for not-for-profit (non-profit) organizations.

(Details available in the "Underwriting Procedures and Guidelines Made Simple" form)

Political Programming

DATV makes available its production and public access cablecasting facilities as an access channel forum and encourages political discussion of issues and candidates, subject to producers agreeing to DATV's lawful guidelines, policies, terms and conditions.

1. Political programming:

- a) **Debate** programs are non-partisan and are debates in which all candidates in a particular election are invited or have a reasonable opportunity to participate and all referendum viewpoints may be expressed.
- b) **Advocacy** programs may be partisan, and produced by member producers and/or sponsors, and not by DATV. All candidates may or may not be invited and all referendum viewpoints may or may not be expressed on such an advocacy program. A program will be considered an Advocacy program if it includes any discussion advocating support for or opposition to candidates in the content of the program which content shall be the sole responsibility of the producers and/or sponsors (not DATV) involved with such programming.

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c) **Election coverage.**

2. A DATV member must follow the DATV Policies & Regulations to use DATV facilities to present / produce political programming.
3. All programs submitted for cablecast shall be accompanied by a completed Cablecast Agreement and Release Form (see form G).
4. Cablecast of all political programming will cease **48 hours** prior to Election Day and will not resume until the polls have officially closed. It is the responsibility of the presenter/producer to alert staff of any political program content relevant to the upcoming election.
5. The Community Bulletin Board may not be used for political advocacy.
6. Each political advocacy program will receive two playback timeslots per week.
7. Requirements for broadcast licensees and cable operators under the Communications Act and Federal Communications Commission (FCC) rules related to political broadcasting aimed at ensuring fair and reasonable access by political candidates are not applicable to PEG (public, educational and government) access channels. DATV is not bound by equal-time requirements; however, any person may have equal opportunities to use DATV equipment and/or facilities, subject to training and/or certification, and shall thereby have equal opportunities to produce a program through his/her own production efforts.

VI. Violations

In order for the DATV Policies & Regulations to be effective and to keep operations running smoothly, the following penalty system has been instituted. There are two types of violations, as outlined below, which may result in restrictions on a member. The DATV Executive Director and / or staff and/or Board of Directors are authorized to issue violations. Violations may be issued verbally or in writing. Any findings or acts of the Executive Director and/or staff may be reviewed by and be subject to the ultimate control of the Board of Directors subject to and in accordance with applicable law.

Minor Violations

Minor violations may result in a verbal or written warning, or membership suspension up to 90 days. These may include, but are not limited to:

1. Failure to cancel a reservation in accordance with DATV's Policies & Regulations.
2. Late pick up or return of equipment without notification and approval.
3. Failure to clean up after using facilities.
4. Eating, drinking, or smoking in non-designated areas.
5. Handling off-limit equipment or being in off-limit areas.
6. Failure to comply with DATV's Policies & Regulations.

Suspensions for minor violations shall be subject to applicable law, and shall include provision of a fair process including notice and opportunity to be heard if and to the extent required by applicable law. An opportunity to be heard may, if consistent with law, be available through appeal procedures, as set forth below.

7. Major Violations

Major violations may result in a minimum 90-day suspension of membership. These may include, but are not limited to:

1. Abusive language and / or actions.
2. Commercial, profit-making, or personal use of DATV facilities and / or equipment.
3. Theft or abuse of equipment, including attempted repair, rewiring, etc.
4. Falsifying forms.
5. Misrepresentation to others of member's status or affiliation with DATV.
6. Use of DATV equipment without staff permission.
7. Being under the influence of drugs (including alcohol) or bringing such substances into DATV facilities.
8. Bringing weapons on the premises occupied by DATV.
9. Failure to comply with DATV's Policies & Regulations.

Suspensions or revocations for major violations shall be subject to applicable law, and shall include provision of a fair process including notice and opportunity to be heard if and to the extent required by applicable law. An opportunity to be heard may, if consistent with law, be available through appeal procedures, as set forth below.

The staff of DATV, subject to the ultimate control of the Board of Directors, and Board of Directors reserve the right to enforce the DATV Policies & Regulations. The DATV Board of Directors and staff both reserve the right to permanently revoke the right of membership of any individual, family, or organization / business whose behavior violates the Policies and Regulations of DATV.

Role of DATV with respect to programming

DATV reserves the right to adopt lawful limitations, guidelines, procedures and prohibitions for certain categories of unlawful or otherwise prohibited or restricted programming, subject to applicable law, including prohibition of content as set forth above. However, the authority to adopt such limited program regulation does not create or imply any duty or corporate purpose to pre-screen programs in the ordinary course of business. DATV and other access centers customarily do not and cannot pre-screen programs. DATV may pre-screen program content only if it is presented with credible evidence of specific content that is obscene, a copyright violation, defamatory, or otherwise lawfully subject to restriction and/or prohibition, subject to availability of staff and resources. Any implementations of limitations or prohibitions shall be pursuant to a framework providing the producer/sponsor with reasonable notice and/or opportunity to be heard by DATV or its Board of Directors on such matter if involving suspension or revocation or potential infringement of privileges and rights. Without engaging in censorship or editorial control, DATV may exercise its own speech rights by seeking to informally discuss potential or alleged violations with affected parties, with a view to mediation, seeking third-party mediation, settlement discussion or other equitable and fair problem-solving as may be beneficial to DATV, its members and the greater Dracut community, subject to and in accordance with law; and members shall, as a condition of membership, exercise reasonable efforts to assist with such problem-solving.

Grievance Procedure

Members are encouraged to resolve difficulties on the staff level. If a difficulty cannot be resolved at the staff level, or if there is a finding of a violation, a member may request an appeal. To file a formal appeal or complaint, the following steps are required:

1. The access user is required to submit any appeal or grievance, typewritten, to the DATV Executive Director or Board of Directors within seven working days from the date of the incident.
 **If the Executive Director is an affected party, the grievance request will be submitted to a Grievance Committee and bypass step two.
2. The DATV Executive Director will review the grievance and render a decision in a timely fashion.
3. Should the decision of the DATV Executive Director not satisfy the access user, the user may file a

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written request for review by a Grievance Committee. The decision made by the Grievance Committee shall be final. A Grievance Committee will be made up of one DATV staff member (not involved with the incident), one DATV board member (not involved with the incident), two DATV access users (not involved with the incident), and the President of the DATV Board of Directors. The DATV President shall choose the staff member, board member, and two access users. If the DATV President is involved with the incident, the following order of Command will be followed:

1. DATV Vice-President.
2. DATV Secretary.
3. DATV Treasurer.
4. Most senior DATV board member in alphabetical order.

Upon written request of the affected producer or sponsor, a grievance filing or appeal shall include provision of a fair hearing on the matter, subject to and consistent with the above framework.

The DATV and Dracut community should be on notice that DATV reserves the right to require the filing of a formal complaint prior to DATV taking action on an allegation about possible violations of rules and possible violations of restrictions against unlawful or other restricted programming. Allegations about violations sometimes involve subjective or ambiguous interpretative analysis, and the DATV and Dracut community should therefore be on notice that filing of a formal complaint stating allegations with reasonable particularity may be required to enable DATV review of a complaint or grievance. DATV also reserves the right, to the extent permitted by law, if and when found in the best interests of DATV and affected parties, to dismiss or take no action on a complaint, or pursue alternative dispute resolution, subject to and in accordance with applicable law.

VII. Underwriting and Grants

Access users are encouraged to apply for and receive underwriting or grants to aid in the development and production of programs. Donations can be in the form of goods, services, and contributions. When monetary consideration is received, the producer is encouraged, but not required, to make a donation to DATV unless it violates the terms of the grant. Staff must be informed, in advance, about any such underwriting. To give proper credit for underwriting and grants, see Section V, Sponsorship Credits.

VIII. Responsibility

Users of the access channels shall indemnify DATV, its Board of Directors, and its employees, against any and all liabilities, claims, damages, fees and other expenses arising out of use of facilities and/or resources, or out of breach of the DATV Agreement with Policies and Regulations (see form B) and as may be further set forth in other applicable and lawful DATV forms and contracts.