



Dracut Access Television, Inc.
91 Mill Street Suite #8
Dracut, MA 01826

-Content Distribution Release Form-

Program Title: _____ TRT: _____

Program Producer Name: _____

Program Producer Phone: _____ email: _____

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Local Pgm. Sponsor Name: _____

Local Pgm. Sponsor Address: _____

Local Pgm. Sponsor Phone: _____ email: _____

Are you representing an organization that wants you to provide this program? Yes No

If you checked yes, what is the name and phone number of the organization (church, non-profit, etc.)

Name: _____ Phone: _____

What town is the organization in? _____

- Program categories – (check only one)
- Information/Talk Show • Community Event • Religious/Spiritual/Inspirational
 - Magazine Style • Government Institution • Educational Institution
 - Children's Program • Sports • Entertainment

- Program label must contain the following information:
1. Total run time including seconds (ex: TRT:29 min 14 sec)
 2. Program title
 3. Date program was produced
 4. Name of producer with phone number
 5. Name of local sponsor with phone number

All programs submitted must meet technical requirements for audio and video as indicated in the Dracut Access Television, Inc. Policy and Regulations. Programs that do not meet these requirements will not be shown on DATV channels.

Programs submitted by producers under the age of 18 must have the signature of a parent or legal guardian on the Content Distribution Release Form.

Dracut Access Television, Inc. (hereinafter referred to as the “DATV”) and the person whose name appears above as the Local Program Sponsor, who agrees to obtain all clearances and assurances from the Program Producer, hereby agree to the following terms & conditions related to the content distribution of the program

listed above.

1. **Time slot(s).** DATV agrees to make available to the above named program a time slot(s) and or placement in accordance with the DATV Policy and Regulations, a copy of which was received, read and understood by the Local Program Sponsor. This program has been provided to DATV with the intention of said content being a) cablecast over the PEG channel(s) located on the cable television system in Dracut, b) being provided as video-on-demand content on the DATV website, c) and or at DATV's discretion, distribution to other platforms managed or operated by the organization.
2. **Limits of Liability.** The Local Sponsor agrees that neither DATV nor the cable system operator (Comcast Corporation) (hereinafter referred to as the "cable company") or other platforms shall have any liability for interruptions in cablecasting or distribution, or for any failure to cablecast or distribute the above listed program due to but not limited to mistake, power failures, equipment failure or other reasons.
3. **Local Sponsor Liability.** The Local Sponsor shall make all arrangements with the Producer who will obtain all clearances and rights from broadcast stations, networks, sponsors, copyright holders, music licensing organizations, performers' representatives, and any and all other persons or entities as may be necessary to telecast the listed program material over the cable system. If the Producer has used other works in the creation of this program the Producer is responsible to obtain releases such as copyrights, performance rights and other rights necessary for telecasting the work used as included in the Producer's program. The Local Sponsor is responsible for ensuring that the Producer has obtained such releases.
4. In recognition of the fact that **neither DATV the cable company nor other distributors will pre-screen the content of the above mentioned program material for compliance with the terms of this agreement,** the Local Sponsor hereby accepts full liability for his or her acts of omissions and the acts and omissions of all users associated with the sponsored program and in so doing agrees to indemnify and hold harmless DATV, the cable company and their respective parents subsidiaries, affiliates, directors, officers, employees, agents, representatives, successors and assigns from any and all liability or damages (including reasonable attorney's fees) arising from or in connection with claims or causes of action for failure to comply with any applicable federal, state or local laws, rules or regulations or claims or causes of action for slander, liable, commercial disparagement or unfair trade practice, defamation of character, infringement of privacy or publicity rights, copyright, musical performance rights, unauthorized use of trademark, trade name or service mark or any other literary, dramatic or contractual right of any person, for breach of contractual or other obligation owing to third parties, or for any other injury or damage in law or equity, which claims result from said Local Sponsor's use of the access channel(s).
5. **Content. The Local Sponsor shall not provide programming for distribution which contains the following:**
 1. a. A lottery or any advertisement or information concerning a lottery or game of chance;
 2. b. Any presentation of advertising material designed to promote the sale of commercial products or services (including advertising by or on behalf of candidates for public office;
 3. c. obscene material;
 4. d. sexually explicit conduct; or
 5. e. material soliciting or promoting unlawful conduct.
6. **Copyright and License.** The copyright to the programming created by the Producer using DATV's equipment shall be owned by the Producer. However, the Producer licenses to Dracut Access Television, in Perpetuity, the non-exclusive right to distribute the programming over the access(s) channels and other platforms and to make copies for non-commercial uses including, but not limited to, maintaining a station archive of programming produced, exhibits, video contests, and individual copies where such copies are intended for only for individual home viewing and not as part of any marketing plan for general duplication and distribution. The Producer further assigns to DATV for a period of 20 years all of his/her rights to receive fees or royalties from copies or uses made from the programming unless the production fee and royalties, fees or other compensation as provided for in the following paragraph is

paid.

7. **Production Fee.** Use of the access channel (s) or DATV's equipment or services for the monetary or financial gain of the Producer, any user or any other individual or entity is strictly prohibited. If the Producer duplicates, displays, telecasts, or performs any programming created with DATV equipment over any medium and receives compensation therefore, or if the work is telecast over any commercial video distribution system, the producer shall pay to DATV a production fee, the amount of which shall be based on the prevailing fair market value, at commercial rates, of the production equipment and services provided by DATV and used for the creation of the work.
8. **Master File Ownership.** If the work is recorded on a master file that is owned by DATV, ownership of the master file remains with DATV.
9. The Producer and the Local Sponsor further agrees to be bound by any access channel programming requirements or restrictions imposed on DATV by local, state or federal law, including any rules, regulations, decisions and laws now in existence or subsequently enacted by the Commonwealth of Massachusetts and the United States of America, and by all existing and subsequently adopted policies, restrictions and rules adopted by Dracut Access Television, Inc., itself, as access manager, that reasonably further the observance of said rules, regulations, decisions and law.

The parties agree to be bound to the terms of this agreement on the dates indicated below:

Accepted:

Dracut Access Television, Inc.
91 Mill Street Suite #8
Dracut, MA 0182

DATV representative: _____ Date: _____

Local Sponsor signature: _____ Date: _____

Local Sponsor printed name: _____