

Medford Community Media  
Program and Cablecast Submission Form

Please complete the form below and sign the attached agreement

**First time submitters will be required to fill out a CORI form as well**

Name \_\_\_\_\_

Address \_\_\_\_\_

Preferred contact number \_\_\_\_\_

Preferred contact Email \_\_\_\_\_

Best Contact (Circle One)      Email              Telephone

Are you sponsoring a show from another community? (Circle One)      Yes              No

Originating Community (if applicable) \_\_\_\_\_

Program Title \_\_\_\_\_

Producer (s) \_\_\_\_\_

Date \_\_\_\_\_ Show # \_\_\_\_\_ Run Time \_\_\_\_\_

Please list any sponsors or underwriters you will be acknowledging in your production

\_\_\_\_\_

Brief show description

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Preferred Air Dates / Times \_\_\_\_\_

For Internal Use:

Date Submitted	Form Approved	Program Scheduled	Cablecast ID #

## **PRODUCER AGREEMENT AND INDEMNIFICATION FORM**

1. The Producer/Program Submitter (Producer) assumes all responsibility as originator, author, or distributor of any program of the Producer carried by Medford Community Media (MCM). The Producer agrees to indemnify, hold harmless, and defend the City of Medford and Medford Community Media (MCM) and its officers, employees, agents, appointees and volunteers from any claim, liability, loss or damage of any nature whatsoever including, without limitation, reasonable attorney's fees and court costs arising out of, or otherwise in connection with any material supplied by the Producer in connection with its utilization of the Medford Community Media (MCM) channels.
2. The Producer agrees to defend all actions to which any indemnity stated herein applies and to conduct defense thereof at its own expense and by legal counsel of its choosing. The City of Medford shall have the right to participate in such defense with legal counsel selected by it in its sole discretion and at the Producer's expense. The Producer agrees that it will cause its legal counsel to cooperate with the City of Medford and its legal counsel.
3. The Producer individually and, if applicable, on behalf of all members of the organization of which the Producer is a member hereby releases Medford Community Media (MCM) and the City of Medford from any action, claim, and demand in connection with the programming of material submitted by the Producer carried on Medford Community Media (MCM) channels including without limiting the generality of the foregoing any mistakes, omissions, or interruptions in the cablecast of the Producer's material, any changes in scheduling the Producer's material or failure to cablecast such material.
4. The Producer warrants and represents that Producer's program does not contain:
  - a. Direct solicitation, advertising, bartering, or promotion of commercial products, services or transactions;
  - b. Material that is slanderous, libelous, an invasion of privacy, or unlawfully made;
  - c. Material that is obscene<sup>1</sup>;
  - d. Material that contains bias-motivated threats, intimidation, and coercion that interfere with a person's civil rights<sup>2</sup>.

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<sup>1</sup> "Obscenity" is defined as material that the average person, applying contemporary community standards, would find that, considered as a whole, its predominant appeal is to the prurient interest in sex and it depicts or describes in an offensive manner, actual or simulated: sexual intercourse, sodomy, sexual bestiality, masturbation, sadism, masochism, excretion, or lewd exhibition of the genitals, and considered as a whole lacks serious literary, artistic, political, and scientific value.

<sup>2</sup> Massachusetts Civil Rights Act ("MCRA"), M.G.L. c. 12, §§ 11H, 11I, 11J, protects the rights of all residents and visitors to Massachusetts to be free from bias-motivated threats, intimidation, and coercion that interfere with their civil rights.

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e. Unlawful use of material that is copyrighted or subject to ownership or royalty rights, right of publicity, or other payment.

5. The Producer acknowledges that Medford Community Media (MCM) is located at Medford High School, 489 Winthrop Street, Medford, MA. and therefore there is a possibility that the Producer will have direct and unmonitored contact with children. Consistent with the acknowledgement of this possibility, the Producer agrees as a condition to submitting programs to Medford Community Media (MCM) and as a condition to Producer participating in public access offered by or through Medford Community Media (MCM) to permit and consent to the City of Medford, acting through its Chief of Police, to conduct a criminal background check on the Producer. In addition, Producer agrees to complete and execute all forms required or necessary for a criminal record information [CORI] check to take place.

6. The Producer further warrants and represents that its material does not violate the provisions or rules and prohibitions set forth by Medford Community Media (MCM) and the City of Medford or any applicable law, regulation, ordinance, administrative rule or other regulation established by administrative rule or by way of agreement.

7. The Producer releases the Medford Community Media (MCM) and the City of Medford and their officers, employees, agents, appointees and volunteers from all liability if the Producer's program or material submitted is damaged, lost, or stolen while in the custody of the Medford Community Media (MCM) and the City of Medford, except in the case of gross negligence, which results in damage or loss of submitted programs. In such cases of gross negligence, liability will be limited to the cost of replacing blank media in exchange for that submitted for cablecast. Medford Community Media (MCM) and the City of Medford are not liable for and will be held harmless with respect to any and all damages, consequential or otherwise, including without limitation the cost of producing the media as well as any other related expenses.

8. The Producer agrees that if it removes any equipment from the Medford Community Media (MCM) facility at Medford High School, 489 Winthrop Street, Medford, MA or uses any on-site facilities, a bailment is created wherein Producer agrees to take full responsibility for the care of any equipment and the use of on-site facilities with the standard of care equivalent to a staff member of Medford Community Media (MCM) including but not limited to the avoidance of inclement weather, hazardous locations, and security risks, the leaving of borrowed equipment in an unattended motor vehicle and to exercise all reasonable cautions to avoid loss or damage. In the event of such a loss or damage, Producer agrees to fully cooperate with the Medford Community Media (MCM) or the City of Medford's insurance carrier in any claims investigation, and to make all necessary reports to law enforcement authorities and Medford Community Media (MCM) as required. Producer agrees that Producer's gross negligence or misconduct resulting in damage or loss will result in Producer being held financially responsible for such loss.

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9. Producer agrees that if any equipment borrowed by Producer fails to operate, or operates incorrectly, Producer will cease any use of the equipment and to report the problem immediately to a Medford Community Media (MCM) staff person. Producer agrees not to make or attempt to make any repair to the equipment.

10. Producer agrees to be available to Medford Community Media (MCM) by telephone or other agreed upon method to receive any inquiries or comments pertaining to Producer's program during its run on Medford Community Media (MCM).

Producer affirms that he or she has received, read and will conform with all Policies and Procedures of Medford Community Media (MCM).

Producer acknowledges that Producer has had the opportunity to read this Producer Agreement and Indemnification Form and that he or she has read it in its entirety.

Producer further acknowledges that he or she has had the opportunity to discuss the terms of this Producer Agreement and Indemnification Form with legal counsel of his or her choosing and that, after having and opportunity to do so [whether or not Producer actually met with legal counsel], Producer is fully aware of and understands the content of this Producer Agreement and Indemnification Form and the obligations of Producer as set forth herein.

Witness my<sup>3</sup> hand, seal and signature on this PRODUCER AGREEMENT AND INDEMNIFICATION FORM consisting of three (3) pages, which signatures I freely, voluntarily and volitionally affix hereto.

\_\_\_\_\_  
Program Title as it appears on the Program Submission Form      Date

\_\_\_\_\_  
Producer (Signature)

\_\_\_\_\_  
Producer's Parent or Legal Guardian  
(if necessary)

\_\_\_\_\_  
Producer (Name-printed)

\_\_\_\_\_  
<sup>3</sup> If Producer is a minor the signature of Producer's parent or legal guardian is required.

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If the program is submitted on behalf of an organization, this Producer Agreement and Indemnification Form must be signed by a person authorized by that organization and a letter must be submitted from the organization on its formal letterhead indicating that the signatory is authorized to do sign this Form, how this authority was approved by the organization and affirming that the organization is responsible for the program submitted as set forth in this Producer Agreement and Indemnification Form.

Name and address of organization (if applicable):

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