

MENDHAMTV PROGRAM CONTRACT

PRODUCER OR SPONSOR: _____
ADDRESS: _____
PHONE NUMBER: _____ (HOME) _____ (WORK)
ORGANIZATION: _____
ADDRESS: _____

PROGRAM TITLE: _____
EXACT RUNNING TIME: _____ HOURS _____ MINUTES _____ SECONDS

CHECK ONE: **SERIES** **SINGLE PROGRAM**

SERIES TITLE: _____
SEGMENT # _____ OF _____ PROGRAMS IN SERIES

RUN DATE: _____
STOP DATE: _____

BRIEF PROGRAM DESCRIPTION: _____

Potentially indecent programming is defined as: programs containing material which may be inappropriate for children or deemed offensive by sensitive viewers. MendhamTV provides viewer notification of all potentially indecent programming. Programs containing potentially indecent programming will be scheduled between midnight and 6:00 am.

IS VIEWER DISCRETION RECOMMENDED? YES NO

IF YES, EXPLAIN: _____

I, the undersigned, warrant and represent to MendhamTV that the above program submitted by me contains *none of the following*:

- Any advertisement of, or information concerning any lottery, gift, enterprise, or similar scheme, offering prizes dependent in whole or in part upon chance. (FCC 76.213)
- Any material that violates municipal, state or federal law.
- Any copyrighted material, or material subject to ownership or royalty rights, *unless* the producer has obtained all necessary permission, releases, licenses and made all necessary payments to authorize cablecasting such material.
- Any advertisement or other material designed to promote commercial business, the sale of commercial products or purchase of professional or commercial services.
- Any direct solicitation of or appeal for funds. Programs may contain information on fundraising activities, but may not contain direct requests for funding.
- Any material that is libelous, slanderous or defamatory of character, material that is an unlawful invasion of privacy and any material that violates state or federal law relating to obscenity.

INITIAL: _____ **DATE:** _____

Approval of Program Contracts are conditioned on the following:

1. Signatory certifies that he/she has read and understands the rules governing MendhamTV and that he/she agrees to abide by all applicable provisions contained therein.
2. Signatory certifies that he/she has read and understands applicable rules and regulations of the Federal Communications Commission (FCC) governing cablecasting, and that he/she agrees to abide therewith.
3. Signatory assumes all responsibility as producer and/or originator of any of signatory's programming carried on MendhamTV.
4. Signatory releases the system operator, its officers, directors and employees from any liability, losses, claims, costs or damages of any nature whatsoever on account of or arising out of signatory's appearance on or use of cablecasting facilities.
5. Without limiting the generality of the foregoing, the signatory indemnifies and holds harmless the system operator, its officers, directors and employees from any liability, losses, claims, costs or damages of any nature whatsoever which may arise by reason of any claim, including but not limited to infringement upon any right, trade name, trademark, copyright, patent, literary or dramatic right, invasion of privacy, libel or slander, or other violation of rights law. Signatory warrants that he/she has all necessary rights and clearances to transmit program material described herein over the cable system.
6. Signatory agrees to defend all actions to which the foregoing indemnity applies and to conduct the defense thereof at its own expense and by its own counsel. Operator shall have the right to participate in such defense by its own counsel and at signatory's expense and signatory agrees that he/she will cause its counsel to cooperate with operator in such instances.
7. Signatory hereby agrees to submit its program material upon request of MendhamTV prior to cablecast. Applicant authorizes MendhamTV to delete any portions of programming reasonably believed to subject MendhamTV to any kind of liability under applicable law. Such preview shall not release signatory from any responsibility for the nature of program material.

SIGNATURE: _____ **DATE:** _____
ORGANIZATION: _____

IF UNDER 18,
ADULT CO-SIGNER: _____ **DATE:** _____

Technical Standards checklist:

- VHS (SP mode only) or DVD format;
- No visible dropouts;
- Video signal within 0.7 and 1.0 volt peak during the program;
- Mono audio, audio signal within -6.0 and +3.0 db peak during the program;
- No loss of control track from program beginning to end;
- Pre-roll minimum 30 seconds at head of videotape;
- Black pre-roll 10 seconds prior to program start;
- Maximum pre-roll is 99 seconds

Suggested Specifications for Pre-Roll and End Roll:

- 20 seconds of slate listing: **program, producer, phone number and program length;**
- Black pre-roll of 10 seconds (for a total of 30 seconds);
- End credits must include: **producer's or sponsor's name and local contact information, including phone number;**
- All tapes should be labeled on the spine with the program name, and/or volume number (for series), producer's name, exact program length and exact pie-roll length.
- Multiple shows on one tape will not be accepted.