

The Nantucket Community Television Operating Policies and Procedures Agreement (OPPA)

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The Nantucket Community Television Operating Policies and Procedures Agreement (OPPA)

Welcome to Nantucket Community Television, Inc. (NCTV). NCTV is a non-profit, non-commercial access television facility whose purpose is charitable, scientific and educational within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954, as amended from time to time.

This document is an Agreement which contains NCTV's Operating Policies and Procedures (OPPA), established to ensure fair and equal access to production resources, training, and airtime on Channel 18. The facilities are provided exclusively for the production and presentation of non-commercial television programming of interest and/or benefit to the residents of Nantucket.

I. Nantucket Community Television, Incorporated

- A. NCTV is an independent, non-profit 501(c)(3) organization located at 9 Bayberry Court, Nantucket, MA, 02554. NCTV operates under the jurisdiction of its elected Board of Directors. Otherwise known as Channel 18, NCTV is a public, educational, government (PEG) access television station, TV channel and web channel that offers audio/video production services dedicated to providing locally relevant programming to the general public of Nantucket. NCTV is a public access forum that encourages freedom of expression and welcomes a diverse set of viewpoints and opinions from its station members.
- B. NCTV attains funding from a percentage of the profits earned by Comcast Corporation of Nantucket, public grants, sponsorships, membership fees, and donations.

- C. NCTV offers membership services and resources, which include, but are not limited to, audio/video equipment training, pre and post-production training, lending equipment, and multi-media distribution. The media facility and its resources are made available to members in order to self produce programming for NCTV distribution.
- D. Producers maintain sole responsibility for any content that streams or airs on any of NCTV's television or web-based platforms and are subject to the rules and regulations outlined in this OPPA.
- E. Adjudication: NCTV reserves the right to deny or cancel membership, programing, cable access, event coverage, access to equipment, and/or access to the studio, to change its hours of operation and/or to change its programing schedule for whatever reason, at any time and without notification as it deems appropriate.

II. Statement of Purpose

- A. The Purpose of Nantucket Community Television is outlined in the By-Laws of the Corporation.

III. Role of NCTV Staff

- A. Hired employees of NCTV, as well as NCTV volunteers, provide members with video production education, resources, and support during the operating hours, and are responsible for the day-to-day operations of the station. The Executive Director reports to the Board of Directors and oversees NCTV's operations. NCTV Staff are responsible for member training, maintaining the facilities and equipment, and encouraging community involvement by offering an approachable and supportive environment.

IV. Location and Hours of Operation

- A. NCTV is located at 9 Bayberry Court, Nantucket. Operating hours are posted on the front of the building and posted on the NCTV website.

V. Membership

A. Qualifications

1. Membership is open and available to year round/seasonal residents and organizations of Nantucket Island. Proof of residency is required. Exceptions for non-resident applications are made on a case-by-case basis.
2. Membership will be denied to convicted felons.
3. Applicant must have a valid ID. (passport, driver's license, student identification card).

VIOLATION FOR FALSE STATEMENTS UNDER TITLE 18 U.S.C. 1001i MAY RESULT IN PENALTIES, FINES, AN/OR IMPRISONMENT¹.

¹ Knowing and willful intent (65) to make a false statement is a necessary element of a [section] 1001 violation. (66) "Intent" under [section] 1001 encompasses the intent to deceive, mislead, or induce belief of false information. (67) The intent to "manipulate and pervert" a government agency's function satisfies the element, even where no intent to deceive in a "subjective or literal sense" exists. Juries can infer from circumstantial evidence that the defendant acted knowingly and willfully, even if there is no direct proof of actual knowledge or willfulness. (70) A "reckless disregard of the truth" satisfies the intent element, (71) a concept often expressed to the jury in a "willful blindness" instruction. (72) Furthermore, a defendant can have the requisite intent even if he or she is unaware of the potential consequences of making a false statement. (73)

B. Benefits

1. Educational tutorials and technical workshops.
2. Use of the NCTV studio by reservation.
3. Use of NCTV equipment by reservation.
4. Use of the NCTV editing workstations by reservation.
5. Airtime on TV Channel 18.
6. Airtime on www.nctv18.org.

C. Membership and Dues

1. Student / Senior: \$25 per year
 - a. Any student actively enrolled in the Nantucket Public School system, University or College, or other school system.
2. Individual: \$60 per year
 - a. Individuals must be at least 18 years of age to become a member of NCTV. All minors require a parent or legal guardian's signature to attain membership. Proof of identification may be required.
3. Family: \$100 per year
 - a. Delegate (voting member) & Representative (non-voting) issued to all immediate family members living at the same address.
4. Non-Profit Organization: \$125 per year
 - a. Delegate (voting member) & Representative (non-voting) issued to up to four individuals within the same organization (eg. schools, government agencies, hospitals, public service groups, non-profits, social clubs, arts organizations, etc.)
5. Business \$265 per year
 - a. Delegate (voting member) & Representative (non-voting) issued to up to four individuals within the same organization.

D. Dues

1. Membership dues are determined by the Board of Directors.
2. All dues must be paid in full prior to registration for NCTV training and prior to handling any equipment owned by NCTV.
3. All dues are non-refundable.

*A service alternative is available to community members that suffer from financial hardship, which entails up to five hours of service to the station in exchange for waiving dues. Qualification for this option is determined on a case-by-case basis, and is not guaranteed to all that apply.

E. Membership Contract

1. In order to activate your membership, you also must sign the OPPA and register with our online Media Center Manager (MCM). If under 18 years of age, a parent or legal guardian must also sign the contract.

F. Penalties and Membership Cancellation

1. Penalties for returning equipment late or for any violation of rules in the NCTV OPPA are as follows:
 - a. 1st Offense: Verbal warning.
 - b. 2nd Offense: Written warning.
 - c. 3rd Offense: 30-day suspension of privileges.
 - d. 4th Offense: 90-day suspension of privileges or cancellation of membership. (Member must meet with Executive Director or Station Manager to be reinstated).

* The NCTV Board of Directors reserves the right to adjudicate penalties and or to cancel membership for any reasons it deems appropriate, if extreme incidents occur that are not explicitly outlined in this document.

VI. Community Bulletin Board Announcements and NCTV Blogposts and Podcasts

- A. The station offers a free-of-charge "Bulletin Board" for all individuals and organizations interested in spreading non-commercial messages to the community. Community Bulletin Board (CBB) messages will air on cablecast during designated programming breaks as well as on the NCTV website. The lengths and times designated to cablecast CBB Announcements can fluctuate based on programming and are subject to change or omission. The Executive Director or authorized NCTV staff reserves the right to alter or remove any CBB Announcements or blogposts/podcasts on the NCTV website for any reason, including but not limited to slander, vulgarity, pornography, or any message with commercial intent. Personal messages such as greetings, birthday wishes, anniversaries,

and the like can be posted on the CBB from members only.

VII. Training Requirements

A. Training is offered to familiarize members with production concepts and resources available at NCTV, and to ensure that proper technique and care are used when handling NCTV equipment. Individual instruction may be set up by appointment with staff. NCTV staff offers training in audio/video production and editing. Satisfactory training must be completed before a member can borrow or use NCTV equipment. Training exemptions may be granted by the Executive Director or authorized NCTV staff for experienced editors and producers.

VIII. Access to Facility and Equipment Use

A. General

1. All reservations are dependent upon staff's approval of a Program Proposal (see form C), to be submitted by the program's producer. Use of NCTV equipment outside the town of Nantucket requires prior staff approval.

NOTE: NCTV staff reserves the right to reserve equipment and the media facility for government meetings, educational workshops, and any other program involving the public. NCTV also reserves the right to cancel reservations with or without notice. Unauthorized or improper handling of NCTV equipment may result in a violation. If the member is under 18 years of age, a parent or legal guardian must sign out the equipment under his/her name.

B. Facility / Studio Use

1. Assigning a production crew is the responsibility of the producer. NCTV staff may assist producers in assembling crews of trained and qualified members, however it is the responsibility of the program producer to ensure the eligibility of all crew members used. NCTV staff is not available to serve as crew on member productions. Producers are responsible for the actions of guests, assistants, crew, children, and audience members in the facilities. It is highly recommended that producers complete a Performance / Visual Arts Release (see form D) for all on-screen talent, to keep for their records. NCTV 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 60 minutes before closing time. No animals, except for trained guide / seeing eye / hearing ear, are allowed in the facility without the approval of NCTV staff. Eating and drinking is allowed in designated areas only. Smoking is not allowed in the premises occupied by NCTV.

C. Authorized Use

1. Appropriate paperwork must be signed and agreed upon before members are authorized to use NCTV facilities and equipment. The use of NCTV production equipment and facilities are available at no charge to its members provided the following criteria are met:
 - a. NCTV is allowed to air the program on Channel 18.
 - b. The program is made for non-profit, non-commercial purposes.
 - c. All individuals operating the equipment have been approved by NCTV.
2. Exemptions for Authorized Use may be granted upon the issuance and signing of an Equipment Loan Agreement.

D. Reservation Policy

1. All studio, editing lab, and equipment loan reservations are granted on a first-come, first-serve, non-discriminatory basis. Members are allowed to reserve equipment and facility space in-person at the NCTV station, or online at the NCTV website. Reservations must be made through the member's MCM profile. Members are responsible for the care of the equipment, facilities being used, and the actions of crew and/or guests.

E. 24-Hour & 4-Week Notice Required Reservation Changes or Cancellations

1. A 24-hour notice is required for reservation changes or cancellations and must be made at least twenty-four (24) hours in advance of the scheduled reservation in order to avoid disciplinary action. If a member is more than 30 minutes late without notification and approval, the reservation may be canceled. The portable studio package requires a minimum four (4) week notice. All other requests will be honored only at the discretion of NCTV staff.

F. Return Policy

1. All borrowed equipment must be returned before 12:00 PM on the following business day. Weekend rentals must be returned before 12:00 PM on the first available business day. Failure to return equipment on an agreed upon day may result in loss of borrowing privileges. Late returns are considered any returns made after 12:00 PM on a scheduled day. Members are responsible for having equipment inspected by NCTV staff members upon the return of their equipment to ensure it is in the same condition as when it was taken out.

G. Reservation Extensions

1. NCTV is not required to grant reservation extensions. In the event that the Executive Director or Senior Producer is unable to be reached, all reservations are bound to the agreement made prior. Reservation extensions may be granted by the Executive Director or Senior Producer on a case-by-case basis if the following conditions are met:
 - a. The member proves that extension is necessary for the completion of a project.

- b. There are no other requests to use the equipment or facilities.
- c. The request for an extension is made at least 24 hours before the equipment's return date and time.

H. Editing Station Reservations

1. Editing stations are available in two (2) hour reservation increments per member per day on a first-come first-serve basis. If available, users can continue using a station within normal business hours. Users who have exceeded their two-hour reservation may be asked to give up their station to a new user.

I. Studio Reservations

1. Members can reserve the studio for a maximum of four (4) hours per program within normal business hours. Extensions may be granted with the permission of the Executive Director or Senior Producer.
2. Only NCTV trained members are allowed to use the in-studio production equipment. If a studio reservation is made and the crew is not trained, a request for NCTV Staff must be made with reservation request. If request for authorized NCTV staff is not made, access to the studio will be denied.
3. Additional studio reservation time may be granted by the Executive Director or Senior Producer on a case-by-case basis.

J. Equipment Loan Reservations

1. Qualified Field Producers are allowed to borrow video production equipment for no more than two (2) days per week OR one (1) weekend per week, unless authorized NCTV staff makes an exception.
2. Only qualified Field Producers are allowed to operate borrowed NCTV field equipment. It is the signing Field Producer's (known hereafter as the "borrower") responsibility to ensure only certified Field Producers operate borrowed NCTV equipment, and is held liable for all borrowed equipment. No piece of equipment is to be operated, lent or left under the supervision of a third party. Members who violate this rule may have their membership canceled.

NOTE: NCTV staff reserves the right to deny the use of equipment without explanation or notice.

K. Editing Lab Policy

1. NCTV's editing facilities are available free-of-charge to trained members only for the purpose of creating non-profit, non-commercial content for NCTV on a first-come, first-serve non-discriminatory basis.
 - a. All users must sign-in/out in order to use the editing lab. No exceptions. Users found operating equipment without having signed in and out may be asked to leave and/or have their membership canceled.
 - b. Users are responsible for the content they download, view, edit, or manipulate while using NCTV equipment. In cases where a user's content is deemed inappropriate, the user may be asked to leave the editing lab by NCTV staff.
 - c. Users must use headphones, and audio levels must not disturb other members in the lab.
 - d. No material may be downloaded directly onto the editing computer's internal hard drive. NCTV staff reserves the right to delete all contents on the editing computers without warning.
 - e. No food or drinks are allowed in the editing lab. Users are held liable for any liquid damage to computers as a result of failing to comply with this rule.
 - f. Users are liable for any damage done to the editing computers or its accessories, and must replace any damaged equipment in full.
 - g. Users must seek assistance from NCTV staff for any technical difficulties, and may be held liable for damages if they attempt to resolve the problem without assistance.
 - h. Members may be asked to leave the editing lab for disturbing other members due to noisiness, offensiveness, poor hygiene, and/or crowding.
 - i. Members are encouraged to purchase and use their own external hard drives and SD cards for camera recordings. Any information that is stored on NCTV hard drives is done so at the member's own risk. NCTV is not responsible for any lost or deleted footage stored on any of its hard drives or SD cards.

L. Studio Operation Policy

1. Under no circumstances are Studio Operators permitted to disconnect cables, or tamper with broadcast servers in any way. Authorized NCTV staff handles all broadcast signals, and are available for assistance in the case of technical difficulties.
2. Producers are responsible for the behaviors and actions of their guests, talent, and audience members and all members of the production must comply with all NCTV OPPA.
3. Crews must account for all set-up and cleanup time in their designated time allotment, and must leave the studio in the same manner in which they found it - failure to do so may result in cancellation/revocation of studio production privileges.
4. All live productions must be scheduled and approved at least two (2) weeks in advance in order to guarantee availability.
5. All members must treat studio equipment with care and are fully responsible for any loss, damage, or theft that occurs to the equipment while under the supervision of the member. Members must reimburse NCTV, in full, for any lost, damaged, or stolen equipment while in his/her use.
6. NCTV does not assume responsibility for negligent use of studio equipment.
7. Studio Operator members are responsible for all content they create and are liable for any fees or suspensions issued by the FCC, the State of Massachusetts, or the Town of Nantucket for the content they create. Television programs can be taken off the air at any time if FCC or NCTV rules are violated. All programming must comply with FCC regulations for non-profit PEG community television stations.

M. Equipment Loan Policy

1. A variety of video production equipment is available for trained members to borrow, free-of-charge. All equipment loans are granted on a first-come, first-serve non-discriminatory basis. It is recommended that members reserve equipment through MCM as early as possible to ensure availability.
2. Authorized NCTV staff reserves the right to take preventative measures against the monopolization of equipment or any actions that block resources from use by other members in any way. Upon the lending out of NCTV equipment, the borrower agrees to the following:
 - a. All equipment reservations must be approved by authorized NCTV staff in order to be valid.
 - b. The borrower must check-in/out the equipment from authorized NCTV staff in-person, and may be required to show proof of identification.

- c. Certified Field Producers under 18 years of age require a parent or legal guardian's signature before borrowing any equipment.
- d. Any damage, loss, or theft of equipment is the sole responsibility of the borrower, and must be replaced in full by the borrower. Damage can be caused by, but not limited to, improper handling/storage, water-damage, exposing the equipment to extreme temperatures, sand, dust, and grease.
- e. It is the borrower's responsibility to review the equipment before taking it into the field. Any complications with borrowed equipment encountered in the field must be reported to NCTV immediately upon returning it to the station. Even if a borrower is checked-in by an authorized NCTV staff member, if it is discovered later on that any equipment was not returned in proper working order while in his/her possession, the borrower can still be held financially liable for the equipment.
- f. Borrowers are not responsible for blown light bulbs, but are responsible for any shattered glass that consequently damages equipment.
- g. Any cosmetic damage that occurs from field use must be reported to the station immediately upon return, and is at the NCTV Staff member's discretion as to the proper course of action.
- h. All equipment must be properly packed and stored upon return. Please return NCTV equipment in the same condition that you received it.

NOTE: Negligent handling of equipment, or refusal to respond to NCTV communication while borrowing NCTV equipment, can result in immediate suspension and or cancellation of membership.

IX. Programming

A. Channel Time

1. Programs may be requested to be cablecast on the access channel. All programs submitted for cablecast shall be accompanied by a completed Request for Cablecast form (see form E), full disclosure of contents, and an opportunity for NCTV Staff to screen material prior to airing. Any presenter / producer wishing to have a program cablecast must submit a completed program (with the exception of live productions) and a Request for Cablecast form at least two weeks in advance.
 - a. Channel time is scheduled by NCTV staff. NCTV will try to accommodate all reasonable requests, but reserves the right to change or cancel scheduled programs at its discretion, without notice, at any time.
 - b. There is no standard duration for programs, but exceptionally long or short programs

may elicit more limited scheduling. The following considerations will determine the scheduling of channel time:

- i. Where the program is / was produced.
- ii. Timeliness of program.
- iii. Regularity of programs.
- iv. Repeat, live or first run program.
- v. Date of receipt of Request for Cablecast form.
- vi. Availability of channel time.

B. Content, Liability, Prohibitions and Clearances

1. Members of NCTV and program producers are fully responsible for the content of their program. Members are acting as community producers on their own behalf. NCTV does not assume any responsibility for member-produced programming.
2. Studio Operator members are responsible for all content they create and are liable for any fees or suspensions issued by the FCC, the State of Massachusetts, or the Town of Nantucket for the content they create. Television programs can be taken off the air at any time if FCC or NCTV rules are violated. All programming must comply with FCC regulations for non-profit PEG community television stations.
3. Content produced with NCTV equipment must not violate any FCC regulations or any other federal or state laws.
4. NCTV reserves the right to air anything produced using NCTV equipment, and is allowed to be put into the television program scheduling, webcast, and used for any purposes NCTV sees fit, unless prior agreements have been made. The ownership of rights of any material created with NCTV equipment resides wholly with its creator. The following material is forbidden for presentation on the Public, Educational, and Governmental Access Channels:
 - a. Any lottery information.
 - b. Any obscene content according to local community standards and/or other programming prohibited by applicable law(s).
 - c. Any material designed to promote the sale of commercial products or services.
 - d. Any invasion of privacy.
 - e. Any violation of trademark, copyright, or publicity rights prohibited by applicable law(s).
 - f. Any illegal or otherwise prohibited activity.

C. Questionable Content

1. It is the responsibility of the presenter / producer to alert staff of any questionable content in the requested program, particularly programs of adult nature that may not be appropriate for younger viewers. Such programming will be cablecast according to U.S.

Safe Harbor time guidelines. NCTV reserves the right to require an appropriate disclaimer on any program.

D. Misrepresentation

1. Any false claims to represent NCTV to obtain program funding, sponsorship, or personal income is strictly prohibited. Producers must clearly state that their program and or its producer(s) are not associated with, nor work for, nor represent NCTV. NCTV's name may not be used in connection with any program or solicitation unless written consent has been granted by NCTV's Executive Director or Board of Directors.
2. No individual may receive any financial benefit / remuneration from programs produced using NCTV equipment in accordance with NCTV's 501(c)(3) non-profit status, unless through an awarded grant (see Section XI, Underwriting Grants and Scholarships), or through a Sponsorship / Underwriting Agreement that has been signed and approved by the NCTV Board of Directors.

E. Release Forms

1. Members are responsible for obtaining in writing, release forms, minor permission forms, and all necessary approvals, clearances, licenses, etc. for the use of any program material, which the member submits, to the NCTV Access Corporation.
2. If requested, an authorized 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 distributed by any means. Such adults shall be responsible for liability resulting from the use of equipment by, or any appearance of, a minor.

F. Ownership

1. The copyright for program content produced using NCTV equipment is retained by the producer. (See Section XII for more details)
2. NCTV retains the master medium of all programs produced using NCTV equipment and retains the right to cablecast, stream and/or distribute program material without limit, unless a prior agreement has been approved by the Executive Director and/or the Board of Directors.

G. Sponsorship Credits

1. Commercial advertising is strictly prohibited by NCTV. Acknowledgment of underwriting by businesses, organizations, or grantors providing monetary or other assistance to the making of a program may be included prior to the program, or 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. No addresses, websites or telephone numbers (Calls to Action) may appear except for not-for-profit (non-profit) organizations.

H. Political Programming

1. NCTV offers production and cablecasting facilities as an open forum and encourages political discussion of issues and candidates. It is the responsibility of the presenter / producer to alert staff of any political program content relevant to an upcoming election.
 - a. Political Programming
 - i. Debate programs are non-partisan. All candidates are invited and all referendum viewpoints may be expressed.
 - ii. Advocacy programs are partisan: All candidates may or may not be invited and all referendum viewpoints may or may not be expressed.
 - b. Election Coverage
 - i. An NCTV member must follow the NCTV OPPA to use NCTV facilities to present / produce political programming.
 - ii. All programs submitted for cablecast shall be accompanied by a completed Request for Cablecast form (see form E: Request for Cablecast).
 - iii. The Community Bulletin Board may not be used for political advocacy.
2. Cablecast of political programming will cease 48 hours prior to Election Day and will not resume until the polls have officially closed.

I. Programming Community Bulletin Board

1. The Community Bulletin Board (CBB) is a service maintained by NCTV for publicizing non-commercial, non-partisan notices, activities, and events of interest and/or benefit to residents of Nantucket. Community Bulletin Board Request forms are available to individuals and organizations through NCTV (see form B: Nantucket Community Television, Inc. Community Bulletin Board (CBB) Request form), as well as online via NCTV's website.

J. Preparation and Technical Requirements

1. Before cablecast, all programs must meet the following requirements:
 - a. The file must be submitted as an mpeg-2 transport stream (.m2t) file.
 - b. There must be a title of program(s) displayed on-screen prior to the start of the program.
 - c. Title of program and date of recording must be displayed throughout the entire program until the end credits as a lower third.
 - d. Contain appropriate credits upon the conclusion of the program.
 - e. A title and description must be submitted along with the program.
 - f. Video and audio quality of all programs to be cablecast must be consistent and of sufficient level to permit adequate reproduction by transmission equipment.
2. NCTV staff reserves the right to withhold the cablecast of any program, which does not meet preparation and technical requirements, or any programs that do not meet NCTV's quality standards.

X. Violations

A. There are two types of violations, which may result in restrictions, suspension or cancelation of membership privileges. The NCTV Executive Director, NCTV Staff, and/or NCTV Board of Directors are authorized to issue violations. Violations may be issued verbally or in writing. The Board has the right to revoke membership of any member who threatens the safety of any NCTV staff or volunteer. Such decisions require a majority vote from the Board of Directors. The Executive Director, Senior Producer, or Board President may suspend membership from such individuals prior to the next scheduled NCTV Board Meeting at which time the Board will vote on the matter.

1. Minor Violations

- a. 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:
 - i. Failure to comply with the NCTV OPPA.
 - ii. Failure to cancel a reservation in accordance with NCTV's OPPA.
 - iii. Late pick up or return of equipment without notification or approval.
 - iv. Failure to clean up after using facilities.
 - v. Eating, drinking, or smoking in non-designated areas.
 - vi. Handling off-limit equipment or being in off-limit areas.
 - vii. Rude or disorderly behavior.
 - viii. Contacting NCTV Staff outside of public hours.
 - ix. Any inappropriate actions or remarks towards NCTV Staff or other NCTV members.

2. Major Violations

- a. Major violations may result in a minimum 90-day suspension of membership, and may

result in immediate cancellation/revocation of membership if deemed appropriate by the Executive Director and/or NCTV Board of Directors. These may include, but are not limited to:

- i. Failure to comply with the NCTV OPPA.
- ii. Acts that constitute an unwarranted invasion of personal privacy.
- iii. Contacting staff members during off-hours more than once.
- iv. Abusive language and/or actions.
- v. Commercial, profit-making, or personal use of NCTV facilities and/or equipment.
- vi. Theft or abuse of equipment, including attempted repair, rewiring, or any aesthetic damage.
- vii. Falsifying forms.
- viii. Any false claims to represent NCTV to obtain a donation or money. Producers must clearly state that their program and or its producer(s) are not associated with, nor work for, nor represent NCTV. NCTV's name may not be used in connection with any program or solicitation without prior written consent.
- ix. Using NCTV property for commercial gain or billable services.
- x. Use of NCTV equipment without staff permission.
- xi. Being under the influence of drugs (including alcohol) or bringing such substances into NCTV facilities.
- xii. Bringing weapons on the premises occupied by NCTV.
- xiii. Making false statements on a membership application.
- xiv. Repeated rude or disorderly behavior.
- xv. Holding NCTV equipment hostage, or refusing to return equipment for any reason.
- xvi. Refusing to adhere to public hours.
- xvii. Any personal attacks or threats towards NCTV Staff or other NCTV members.
- xviii. Tampering, or unauthorized login or NCTV social media platforms, subscription accounts, cloud/FTP storage, server information, or bulletin board information.

B. Violation for false statements under Title 18 U.S.C. 1001 may result in penalties, fines, and/or imprisonment.

C. The staff of NCTV reserves the right to enforce the NCTV OPPA. The NCTV 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 NCTV Policies and Regulations.

D. Grievance Procedure

1. Members are encouraged to resolve difficulties on the staff level. If a difficulty cannot be resolved at the staff level, a member may request an appeal.
2. A Grievance Committee will be made up of one NCTV staff member (not involved with the incident), one NCTV board member (not involved with the incident), two NCTV access users (not involved with the incident), and the President of the NCTV Board of Directors. The NCTV President shall choose the staff member, board member, and two access users. If the NCTV President is involved with the incident, the following order of command

will be followed:

- a. NCTV Vice-President.
- b. NCTV Secretary.
- c. NCTV Treasurer.
- d. Most senior NCTV board member in alphabetical order.

3. To file a formal complaint, the following steps are required:

- a. The member is required to submit any grievance, typewritten, to the NCTV Executive Director within seven (7) working days from the date of the incident.
- b. If the NCTV Executive Director is out-of-the-office, or unable to be reached for any reason, the grievance shall be submitted directly to the Board of Directors.
- c. If the Executive Director is an affected party, the grievance request will be submitted to the Board of Directors.
- d. The NCTV Executive Director will review the grievance and render a decision in a timely fashion.
- e. Should the decision of the NCTV Executive Director not satisfy the member, the user may file a written request for review by the Board of Directors. The Board of Directors will be made up of one NCTV staff member (not involved with the incident), and two (2) NCTV Board Members (not involved with the incident).
- f. The decision made by the Board of Directors shall be final.

XI. Underwriting, Grants and Sponsorship

A. Members are encouraged to apply for and receive underwriting, grants and or sponsors to aid in the development and production of programs. When monetary consideration is received, the producer is encouraged, but not required, to make a donation to NCTV (unless it violates the terms of the grant). Donations can be in the form of goods, services, and financial contributions. NCTV staff must be informed, in advance, about any such underwriting. The following guidelines must be satisfied in order for any underwriting or grant

applications take place:

1. Before any solicitations for program funding, grants and or sponsorship, the NCTV member must meet with the Executive Director to review his or her plans to solicit and to obtain approval to execute on such plans. Approval to execute must be granted in writing by NCTV's Executive Director. NCTV's name may not be used in connection with any program or solicitation without this prior written consent.
2. All members seeking underwriting, grants and or sponsorship must explicitly inform prospective underwriters, grantors and / or sponsors that they are acting as community producers on their own behalf, and that NCTV does not assume any responsibility for the program, nor is the station directly involved with the producer's request in any way.
3. All profit-making ventures are strictly prohibited.

B. Commercial Content Prohibition

1. NCTV's by-laws, the cable operator agreement, as well as the non-profit, tax-exempt status granted under Section 501(c)(3) of the Internal Revenue code, prohibit commercial content from airing on NCTV. "Commercial content" includes, but is not limited to, product placement, advertisements of for-profit entities, qualitative or comparative descriptions of products or services, and testimonials for the purpose of commercial exploitation.

C. Acknowledgements / Credits Tag Lines

1. All acknowledgements must be approved by authorized NCTV staff before airing on the station. All acknowledgements shall open with "Support for the following program has been provided in part by..." or another substantially similar message. References to the type of donation made may be acknowledged in the credits, as long as no qualitative/comparative statements are included, (e.g. "Transportation provided by..."). All in-house productions should include an NCTV credit substantially similar to the following statement: "This program was made possible by Nantucket Community Television."
2. Underwriting acknowledgements may include the following:
 - a. Logos and corporate slogans which identify without promotion.
 - b. Still/moving images of the inside or outside of a business
 - c. Location information, including telephone numbers and websites, as long as no "call to action" is made (see #3, section "c").
 - d. Value neutral descriptions of a product or service.
 - e. Visual depictions of up to two (2) specific products in a value neutral setting provided that they are not shown in use.
3. The following practices are not permitted because of their inherent commercial implications:
 - a. Qualitative or comparative language or claims.
 - b. Pricing.
 - c. "Calls to action" which solicit a direct viewer response of any kind, such as: "...buy one today...", "...give us a call...", "...visit us at...", or any substantially similar phrase.
 - d. Testimonials or voice-overs from official company spokespersons (generic employees are acceptable).
 - e. Products shown in use.
 - f. Sound FX.
 - g. Music with lyrics, any musical signatures that are a part of a company's corporate identity, or any advertising jingles.

- D. Individual producers have the latitude to establish their own schedule of on-air acknowledgements based on specific levels of support, assuming the guidelines above are satisfied. The producer determines all credit length, type of credit, and frequency, but producers are obligated to verify with NCTV that the acknowledgements are appropriate for

broadcast. NCTV is not responsible for promises made to sponsors by producers, and reserves the right to deny acknowledgements that are deemed too commercial or inappropriate in any way. Authorized NCTV staff must approve all acknowledgements before airing on the station or on NCTV's website.

XII. Indemnification and Copyrights

- A. Liability for unauthorized use of copyrighted material and all liabilities arising out of misuse of NCTV facilities and or its resources shall rest solely with the producer. Independent producers, in consideration of airing on NCTV, agrees to indemnify and hold harmless NCTV, NCTV's Board of Directors, and each of their officers, and NCTV employees from and against all losses and claims, demands, suits, actions, payments and judgments arising from such use, including any and all expense, legal or otherwise, incurred by NCTV or its representatives in the defense of any claim or suit, related to but not limited by:
1. Any solicitations of funds or advertising or material designed to promote the sale of commercial products or services, including advertising by and on behalf of candidates for public office.
 2. Any material or behavior that is obscene, indecent, or an invasion of privacy. Content that is unlawful, harassing, defamatory, abusive, threatening, obscene, harmful, tortious, libelous, or invasive of another's privacy, attacks the character, damages a person's reputation, name-calling, insult, ridicule, mock, stalk, belittle, ridicule the beliefs, personal attributes, or life choices of others or anything that is harassing to another person. Any material that is slanderous, libelous, or unlawful.
 3. Any material concerning lottery information, gift enterprise, or similar scheme.
 4. Any material that is copyrighted or subject to ownership or royalty rights, necessary video releases, licenses, or other permissions such as information, graphics, images, photographs, icons, designs, news, editorials, blogs, weather, critiques, recommendations, tips, classifieds, press releases, brochures, documents, data, texts, advertisements, video, audio, music feeds, services, software technology and other materials or content.
 5. Content that infringes or violates any party's copyright, trademark, trade secret, patent, or other proprietary right, including, but not limited to, using third-party copyrighted materials without appropriate permission or attribution, using third-party trademarks without appropriate permission or attribution, and using or distributing third-party information (whether or not protected as a trade secret) in violation of a duty of confidentiality.

XIII. NCTV Archive, Re-use and Ownership

- A. Members retain all ownership rights in his/her submission. By submitting any content to NCTV, members grant to NCTV, and to NCTV licensees, an unrestricted, worldwide, royalty-

free, transferable, sub licensable, non-exclusive, perpetual, and irrevocable right and license, without the requirement of any permission from or payment (or other consideration) to the member or to any other person or entity, to use, reuse, reproduce, transmit, print, publish, modify, edit, alter, create derivative works based upon, display, exhibit, publicly perform, distribute, redistribute, host, store, cache, archive, index, categorize, comment on, broadcast, air, stream, adapt, and translate the submissions and any ideas, concepts, know-how or techniques contained in or conveyed by the submissions, in whole or in part, in any and all formats and channels now known or hereafter developed (including, without limitation, on NCTV web sites, on third party web sites, in our print publications, on our broadcast stations, and on NCTV broadband and wireless platforms, products and services) for any and all purposes including, without limitation, news, promotional, marketing, publicity, all without further notice to the member and with or without attribution. In addition, the member hereby grants NCTV and NCTV licensees the right, on an unrestricted, worldwide, royalty-free, non-exclusive, perpetual and irrevocable basis, to reproduce and use the member's name, likeness, image and voice (together with all trademark rights therein) on or in connection with the use of the submission and in any and all promotion material related thereto. The member hereby waives any moral rights he/she may have in his/her submissions. By submitting a submission, the member represents and warrants that he/she have all rights necessary to grant to NCTV the license stated in this paragraph and that none of his/her submissions are defamatory, violate any third party rights (including intellectual property or rights of publicity or privacy) or violate any applicable law. The member will not receive any further compensation of any kind for his/her submission or the use thereof, and the member agrees that NCTV, its licensees, successors and/or assigns in its sole discretion, shall have the right to give the member no credit or determine in what form to give the member credit for any use of his/her content. The member's content will not be acknowledged or returned. The member acknowledges and agrees that his/her content is being sent voluntarily, and not in confidence, and that no confidential relationship is intended or created between NCTV and/or any other person or entity, on the one hand, and the member, on the other hand, by his/her submission of the content.

XIII. Representation

A. The member represents and warrants that:

1. The member has all necessary authority, rights and permissions to submit the program.
2. The submissions are the member's original work and not owned by any other party (or that the member is making his/her submission with the express consent of the owner of the program).
3. The submissions are accurate, current and complete.
4. The submissions, the use of NCTV resources, and the use of the submissions by NCTV and/or its licensees will not infringe or misappropriate any copyright, trademark, service mark, trade secret, patent, or other intellectual property or proprietary rights of any third

party, including, but not limited to, rights of privacy or publicity.

5. The member's submissions, use of the NCTV resources, and the use of the submissions by NCTV and/or its licensees shall not violate any applicable law or regulation, including, but not limited to, any applicable regulations, or cause injury to any person.

6. The submissions and use of NCTV resources will not violate any agreements between the member and a third party.

B. These Terms constitute the entire agreement and understanding between NCTV and the member with respect to Channel 18 and NCTV Website and the subject matter contained in these Terms, and supersede all prior agreements (whether written or oral) with respect to the subject matter hereof.

A. NCTV Operating Policies and Procedures Agreement

I, _____, have read and understand to the best of my ability, the NCTV Operating Policies and Procedures Agreement (OPPA), and agree to the terms and conditions contained therein. I understand that the NCTV OPPA is a fluid document, and may change without notice at any given time. I SIGNIFY MY ASSENT TO THESE TERMS AND CONDITIONS AND ANY SUBSEQUENT MODIFICATIONS. It is my responsibility to familiarize myself with the OPPA prior to each and every time I use NCTV equipment. I understand and agree to comply with the information presented in the OPPA. I also understand that I am liable for all equipment that I use and accept financially responsible for replacing any lost, damaged, or stolen equipment in full. I have read, am familiar with, and agree to abide by the policies and procedures of Nantucket Community Television, Inc. as described in the NCTV OPPA.

1. I understand that I am fully responsible for the equipment and facilities I use.
2. I understand that the following material is forbidden for presentation on NCTV Channels:
 - a) Any obscene and/or other programming prohibited by applicable law(s) Any lottery information.
 - b) Any material designed to promote the sale of commercial products or services.
 - c) Any invasion of privacy.
 - d) Any violation of trademark, copyright, or publicity rights prohibited by applicable law(s).
 - e) Any illegal or otherwise prohibited activity.
3. I understand that the material I record will be used for programming Public, Educational, or Governmental Access Channels and may be disseminated by other means by the Access Corporation.
4. I agree to obtain in writing all necessary clearances and permissions from any and all organizations, individuals, and groups as may be needed to record and/or cablecast, web stream and/or distribute program material by any means.
5. I understand I am responsible and agree to indemnify and hold harmless provider(s), NCTV, Inc., its Directors and employees, and their successors from any liability, loss, claim, cost, or damage of any nature whatsoever, which may arise by reason of any claim that any material submitted by me for dissemination by any means infringes and/or violates any rights of any person(s) or organization(s).
6. I understand that I am responsible for all content material that I submit to the Access Corporation.

Name/Organization: _____ Signature: _____

Address: _____ City, _____ State _____ Zip _____

Telephone Number: _____ I.D. Number: _____ Date: __/__/__

Email Address: _____ Date of Birth: __/__/__

Are you under 18 years of age? Y___ N___

If a member applicant is under 18 years of age, name and signature of parent / guardian accepting responsibility:

Parent/Guardian _____ Signature _____ Date: __/__/__

**B. Nantucket Community Television, Inc.
Community Bulletin Board (CBB) Request**

Enter the information as it is to be displayed on the CBB. Each block represents a letter, numeral, space, or punctuation mark.

CBB Requests will be considered on a first-come, first-served basis.

Space permitting, out-of-town CBB Requests will be displayed on the CBB. The CBB may not be used for political advocacy or commercial advertising. NCTV reserves the right to edit CBB Requests for space and/or content.

Some CBB Requests may require name, physical address, and/or telephone number to

appear on CBB, as determined by staff.

Organizations may be required to submit letterhead with CBB Request.

NAME: _____ PHONE #: _____

ADDRESS: _____

MAILING ADDRESS: _____

EMAIL ADDRESS: _____

ORGANIZATION (if applicable): _____

AUTHORIZED OFFICER (if applicable): _____

DATE TO BEGIN CABLECAST: __/__/__ DATE TO END: __/__/__

SIGNATURE: _____ DATE: __/__/__

C. NCTV Member Program Proposal

Name: _____ Date: __/__/__

Phone # (H): _____ (W): _____

Organization (if applicable): _____

Program Title: _____

1. Will the program be: a) ___ a single program ___ submitted weekly ___ submitted monthly
___ other (explain) _____ b) ___ live ___ videotape only

2. Program format: ___ Talk Show ___ Lecture/Demo ___ Public Meeting ___ Sports ___ Music
___ Theatre ___ Edited Documentary ___ Political ___ Other (explain) _____

3. Describe program content: (topics, name/number of guests, etc.): _____

4. Location of the shoot: _____

5. Date(s) and time(s) of shoot: _____

6. What is the anticipated length of program: ___ Date for completion: ___/___/___

7. Will program require editing? Yes No If yes, anticipated time needed to edit (each episode, if series): _____

8. Please list crew: _____

9. Please list equipment needs: _____

10. Will the program contain offensive language, nudity, sexually explicit, or excessively violent material? Yes No

As producer of the program named above, I accept full responsibility for program content. I have read, understand, and agree to abide by the NCTV, Inc. Policies and Regulations. I agree to indemnify and hold harmless Comcast, NCTV, Inc., its Board of Directors, employees, and members from any liability, legal fees, or expenses whatsoever incurred as a result of cablecasting, streaming and/or distributing this program by any means.

I agree to provide NCTV, Inc. Staff, if requested, prior to the dissemination of the program named above, with copies of any releases, licenses, or other permissions required to legally do so. I give NCTV, Inc. the right to duplicate this program, for distribution if requested to do so, without any copyright liability whatsoever. I also give NCTV, Inc. permission to use this program, or parts of, for promotional purposes.

Producer Signature: _____ Date: ___/___/___

If producer is under 18, name of parent / guardian: _____

Parent / Guardian's Signature: _____

Staff Use: ___ Accepted ___ Rejected; Date: ___/___/___ Staff Initials: _____ Reason(s): _____

D. NCTV Member Performance / Visual Arts Release

I hereby consent to permit Nantucket Community Television, Inc. (NCTV, Inc.) to transmit or to record on film, tape, or otherwise, my voice and/or picture, name, likeness or performance / visual art / musical composition for single or multiple performances, and to permit said NCTV, Inc. to supply recordings thereof to other Broadcasting / Cablecasting Organizations or similar and to consent to further broadcast, cablecast, or other use thereof without limit. This consent also extends to the use of my name and/or likeness, any portion of my performance / visual art / musical composition, and biographical information about me in publicizing or promoting such cablecasts or other uses of my artwork in one or more television program(s) disseminated by Nantucket Community Television, Inc.

Name: _____ Phone: _____

Address: _____

Email: _____

Signature: _____ Date: ___/___/___

If talent is under 18 years of age, parent or guardian must sign to indicate their approval / knowledge of actions.

Parent / Guardian: _____

Address: _____

Parent / Guardian's Signature: _____ Date: ___/___/___

Telephone Number: _____

E. NCTV Member Request for Cablecast

I _____ request to have the following program(s)/series cablecast on NCTV's access channel(s).

Name of Program(s): _____

Producer of Program(s): _____

Producer Address & Phone: _____

Description of Program(s): _____

List crew members (optional): _____

Does the program(s)/series contain offensive language, nudity, sexually explicit, or excessively violent material? Yes No

Total length of each program: _____

Frequency - I agree to submit this program (circle one only): One-time only, weekly, monthly, other (explain) (Frequency of new programming submitted by presenter determines frequency of cablecasts on the access channels).

Preferred day and time for cablecast (see Sec. IX. A, Channel Time): _____

I have read, am thoroughly familiar with, and agree to comply with NCTV's Policies and Regulations regarding the cablecast of this program/series.

I give permission to NCTV, Inc. to display my name at the beginning and/or end of the program(s) as its presenter. I give NCTV, Inc. the right to duplicate, cablecast, stream and/or distribute this program I series by any means without any copyright liability whatsoever.

As presenter of this program(s)/series, I state that the program(s) contains no advertising, obscene material, lottery information, or libelous I slanderous material and understand that it is my responsibility to alert staff of any political program content relevant to an upcoming election.

I agree that I am solely responsible for the content of this program(s)/series and do not hold NCTV, Inc., its Board of Directors, employees, or members responsible for its content in any way. I have received all necessary permits, copyright waivers, and I or releases in order to legally cablecast, stream and I or distribute the program(s) by any means.

I agree that the scheduling of this program(s) is at the discretion of NCTV, Inc.

Signature of presenter: _____

Address (street, city, state, zip): _____

Phone: _____ Date: __/__/__ Email: _____

If under 18 years of age, parent / guardian must sign to accept full responsibility of presenter.

Parent / Guardian: _____

Address (street, city, state, zip): _____

Phone: _____ Date: __/__/__ Email: _____

Parent / Guardian's Signature: _____

F. Minor Release for NCTV Member Use

For members under 18 years of age to use equipment / facilities.

I hereby give permission for my child to attend Nantucket Community Television, Inc.'s (NCTV, Inc.) courses and workshops. I give my permission for my child, (name) _____, to use NCTV, Inc.'s access equipment and facilities.

I hereby assume complete responsibility for the actions of said child while using NCTV, Inc.'s equipment and facilities. I accept full responsibility, and will fully reimburse NCTV, Inc. for damage to any such equipment or facilities while in the possession of and/or in use by my child. Negligent handling of such equipment and/or facilities will result in the forfeiture of the right of my child to use NCTV, Inc.'s equipment and/or facilities in the future.

Child's Name: _____

Parent / Guardian Name: _____

Address: _____

Phone: _____ Email: _____

Parent / Guardian's Signature: _____ Date: _____