



NAPA VALLEY TV Channel Use Agreement

Date Submitted: _____

Name of Submitter: _____
(Legally responsible party - name must appear on tape)

Group or organization represented (if applicable): _____

Street Address: _____

Telephone: _____ E-mail Address: _____

Program Title: _____ EXACT length: _____

Is this program part of a series? Yes No If Yes, episode number: _____

Which category best describes your program's content?
(Please circle one only. If you do not see your category, please write one in).

Children's Education Lifestyle (Ex: Advice, Entertainment, Food, etc) Movie News Religion Sports

Brief program description (used in promotional materials such as the on-screen Comcast program guide, Napa Valley TV social media posts, and the Napa Valley TV website. **NOTE: Descriptions are limited to 150 characters**):

Has this program been previously submitted for playback to NPACT? Yes No
If yes, when? _____

Important Program Information

Complete the following section to assist NPACT in completion of scheduling and documentation of your program. Failure to answer all questions may delay playback of your program.

This program contains:

- | | | |
|--|-----|----|
| 1. Dated material to play no later than _____ (date) | Yes | No |
| 2. Underwriting or Commercial sponsor? | Yes | No |
| 3. Subject matter, which may not be suitable for children? | Yes | No |
| 4. Language, which may not be suitable for children? | Yes | No |
| 5. Nudity or sexual content? | Yes | No |
| 6. A Content Rating (optional)? | Yes | No |
| 7. Who is your primary target audience? _____ | | |

Note: You must have completed orientation and hold a current membership in NPACT.

By completing and signing this request you assume full responsibility for the program content pursuant to all applicable laws and statutes. Programs can be rejected or delayed if paperwork is incomplete or inaccurate, eligibility is not established, or if there are technical problems with the submitted tape. False or misleading statements made in this agreement are grounds for forfeiture of the right to use NPACT facilities and equipment.

Minor applicants must have signature of parent or legal guardian.

NPACT reserves the right to retain the submitted copy of your program for archival and/or promotional purposes.

The submitter agrees, covenants and contracts that:

- A. The information submitted on this form is accurate.
- B. No obscene, libelous, defamatory or otherwise illegal material is to be cablecast or streamed over the Internet.
- C. Commercial material is not being submitted for cablecast.
Commercial is defined as "Material primarily designed to promote the sale of products or services of a for-profit entity." Program hosts and program credits may thank for-profit commercial entities for sponsorship funding of the program or Napa Valley TV. Program hosts and guests may promote the sale of products or services for non-profit organizations as fundraisers so long as the proceeds go to the nonprofit organization named.
- D. No financial lottery, game of chance or wagering information is to be cablecast.
- E. All appropriate arrangements and clearances have been obtained from all copyright holders, creators, music licensing organizations, sponsors, representatives and without limitation from above, any and all other persons as being necessary for authorization to transmit this program on cable television and streamed over the Internet and archived for playback on demand. (NPACT may request proof of such clearances)
- F. The producer hereby agrees to abide by the NPACT "take down" policy with respect to alleged copyright or license violations from material streamed over the Internet. Upon proper notice to NPACT by a person claiming to represent the license or copyright holder of any material streamed over the Internet, that said material is being used in violation of license or copyright, NPACT shall, as soon as is reasonably possible, "take down", (remove the material from streaming on the Internet), the material in question. Proper notice shall include the following:
 - a. Contact information for the claimant
 - b. The name or description of the song or video that is questioned
 - c. A statement by the claimant that he/she has a good faith belief that the material is not legally used
 - d. A statement, under penalty of perjury, that the claimant is authorized to act for the copyright or license holder.

NPACT will provide the claimant with the name, address, and phone number of the producer upon receipt of the above information. As soon as is reasonably possible NPACT will notify the producer that the material has been "taken down." It is then the responsibility of the producer to verify to NPACT that they do in fact have the legal right to use the material and have resolved the matter with the claimant before NPACT will put the material back up on the streaming feed.

- G. The submitter agrees to defend, indemnify, and hold harmless NPACT, the City and County of Napa, the City of American Canyon, the Town of Yountville, the City of St. Helena, the Napa Valley Unified School District (NVUSD), and the Napa Valley College and all their agents and employees from any liability arising out of the submitter's use of the community access channels. Such liability may include (but not be limited to) copyright infringement, presentation of libelous, defamatory or obscene matter, and violation of any local, state, county or federal laws and regulations. The submitter saves and holds harmless NPACT, the City and County of Napa, the City of American Canyon, the Town of Yountville, the City of St. Helena, NVUSD and the Napa Valley College and all their agents and employees for any and all damages or claims, including all reasonable attorney's fees, arising as a result of the Producer and his/her program and/or use of the channels.
- H. He/She will not represent himself or herself as a representative or agent of NPACT.
- I. He/She has received and read a copy of NPACT's Policies and Procedures and understands and agrees to the terms therein, including the requirement to pay all reasonable attorney's fees for any lawsuit brought upon NPACT, its agents, employees, and affiliates as mentioned in Section G of this agreement, as a result of the Producer and his/her Program.
- J. This application is an open record.

Signature _____ Print Name _____ Date _____

Signature _____ Print Name _____ Date _____
(Parent or Guardian, if applicable)