



Public, Educational and Governmental Access Certification and Indemnification Agreement

This Certification and Indemnification Agreement (the "Agreement") is made by and between Comcast Cable Communications, ("Cable Operator") and

_____ ("Programmer/Producer")¹.

WHEREAS, Programmer/Producer seeks access to a public, educational or governmental access ("PEG") channels from Cable Operator² for the purpose of providing certain programming services; and

WHEREAS, Cable Operator has authorized access on the PEG channel(s) to the Programmer/Producer for its intended purpose; and

WHEREAS, the parties desire that the programming to be provided by Programmer/Producer comply with written policy concerning programming on access channels ("TTTV Rules & Procedures Manual"), which is mandatory reading by all Public Access TV producers, sponsors, and crewmembers, a copy of said document being available in studio and on-line at at www.tredyffrin.org/general/cable/publicaccess/documents.aspx ;

NOW THEREFORE, in consideration of the promises, covenants and agreements set forth herein, the parties agree as follows:

1. Programmer/Producer³ warrants, represents, covenants and certifies that:

a) The name, address and the telephone number of Programmer/Producer is:

b) Programmer/Producer accepts full and total responsibility for all programming, whether live or taped, furnished by Programmer/Producer to Cable Operator for carriage on Cable Operator's PEG channels.

c) The taped programming that Programmer/Producer will provide does not contain obscene or indecent material⁴, sexually explicit conduct, or material soliciting or promoting unlawful conduct. As used in this Agreement, these terms shall have such meaning as defined by law or FCC rules and regulations.⁵

¹ "Programmer/Producer" is the entity seeking to produce and/or represent programs over the PEG channel.

² "Cable Operator" includes Comcast Cable Communications, Tredyffrin Township, Tredyffrin Township Television and/or their employees or agents.

³ Programmer/Producer of Public Access programming certifies that he/she is a resident of Tredyffrin Township.

- d) Programmer/Producer shall exercise reasonable efforts to ensure that its live programs do not contain obscene or indecent material, sexually explicit conduct, or material soliciting or promoting unlawful conduct.⁶
- e) Programmer/Producer certifies that programming is of a non-profit nature and that no direct or indirect financial benefit accrues through the presentation of the program on the PEG channels or on any cablecast/broadcast/FIOS TV/online streaming medium; that producer, crewmembers, talent, and guests are not paid for their efforts; and that no crewmembers, talent, or guests pay for appearances or participation with the production or for the dissemination of information.

2. The parties agree that Cable Operator may, but is not required to, prescreen any program that Programmer/Producer seeks to present over a PEG channel. Cable Operator may refuse to carry any such prescreened programming, or interrupt live programming, if, in its sole discretion, it determines that the programming contains obscene or indecent material, sexually explicit conduct, commercial content, or material soliciting or promoting unlawful conduct. Prescreening or presentation of the programming by the Cable Operator shall not relieve Programmer/Producer of any liability it may have for presenting programming on a PEG channel, or any obligation imposed on Programmer by this Agreement. Nor shall the prescreening or presentation of the programming over a PEG channel be construed as approval of the programming by the Cable Operator.

3. Programmer/Producer shall fully and completely indemnify and hold Cable Operator and Tredyffrin Township/Tredyffrin Township Television harmless against any costs and expenses (including attorney's fees), judgments, fines and amounts paid in settlement incurred by Cable Operator or Tredyffrin Township/Tredyffrin Township Television in connection with the investigation, defense, settlement or appeal of any action, suit or proceeding, whether civil or criminal, administrative or investigative, brought against Cable Operator or Tredyffrin Township/Tredyffrin Township Television (et al.) by reason of the fact that any of Programmer/Producer's live or taped programming appeared on Cable Operator's PEG channels.

4. The warrants, representations, covenants, and certifications contained herein, and the obligation of Programmer/Producer to indemnify Cable Operator and Tredyffrin Township/Tredyffrin Township Television as set forth in Clause 3 shall remain in full force and effect from the signing of this Agreement and shall survive any expiration or termination of this Agreement.

⁴ 47 U.S.C. 532(h), otherwise known as the "Cable Consumer Protection and Competition Act of 1992," describes "indecent programming" as "any programming that describes or depicts sexual or excretory activities or organs in a patently offensive manner as measured by contemporary community standards for the cable medium."

⁵ 47 U.S.C. 532 (Cable Consumer Protection and Competition Act of 1992) and subsequent amendments.

⁶ For the purposes of this section, "material soliciting or promoting unlawful conduct" shall mean "material that is otherwise proscribed by law" (76.702).

5. The parties agree that a Cable Operator or the township may terminate this Agreement at any time if, in its sole discretion, it determines that Programmer/Producer has violated any representation, certification, term or other material provision of this Agreement.

IN WITNESS THEREOF, the parties have executed this Agreement as of the

_____ day of _____, 20__.

TREDYFFRIN TOWNSHIP TV MANAGEMENT

By: _____

Title: Studio/Station Manager

PROGRAMMER/PRODUCER

By: _____

Title: Program Producer/Tredyffrin Township Resident