

PUBLIC ACCESS CHANNEL COMPLIANCE AGREEMENT

This Public Access Channel Compliance Agreement (“Agreement”) is made as of _____ (“Effective Date”) between [name of content Producer] (“Producer”) and **Calvert Broadcast, a division of Calvert County, Maryland**, and governs all media, content, series, or programs (collectively, “**Video Content**”) submitted by “Producer” to Calvert Broadcast to air on its public access television channel (“**Access Channel**”).

For good and valuable consideration receipt of which is acknowledged the parties agree as follows:

1. Airing of Programming.
 - a. Calvert Broadcast, the County’s designated administrator of its Access Channel, agrees to air Producer’s Video Content on the County’s Access Channel at agreed upon times in exchange for Producer’s compliance with Calvert Broadcast’s Use Policies and the requirements of this Agreement.
 - b. Calvert Broadcast maintains the sole right to schedule broadcasts of any programming including Producer’s Video Content.
2. Representation of Authorizations and Producer Warranties
 - a. Producer represents and warrants that it have obtained all necessary permissions, rights, and clearances for all materials and from all individuals appearing in Video Content. Producer shall provide satisfactory evidence of such permissions upon request.
 - b. Producer represents and warrants that it possesses the legal authority to enter into the Agreement.
 - c. Producer represents and warrants that it has read the latest edition of Calvert Broadcast’s policies, and Producer hereby agrees to be bound by all terms and conditions delineated therein.
 - d. Producer represents and warrants the Video Content’s submission, intended use, technical specifications, and content comply with this Agreement and the latest edition of Calvert Broadcast’s policies and procedures.
 - e. Producer acknowledges that Video Content may be destroyed, distributed, or removed from Calvert Broadcast’s possession without Producer’s permission, as may be required by policy or applicable law.
 - f. Producer agrees that Calver County maintains all rights in its trademarks which include without limitation, Calvert Broadcast and the County’s logos, channel branding, and any other trademarks which may be developed in the future. Producer shall not utilize those trademarks in any fashion without the express written agreement of Calvert County.
 - g. Producer represents and warrants that it assumes full responsibility for the content of all Video Content and will ensure that such Video Content complies with all current rules, policies, and applicable laws.
3. Licensing
 - a. Producer hereby grants Calvert Broadcast a worldwide, royalty-free, non-exclusive, irrevocable, and perpetual license to exercise the rights in the Video Content. Calvert Broadcast may, without limitation, reproduce, copy, adapt, distribute, share,

- disseminate, publicly display, publicly perform, sublicense, and create derivative content from the Video Content, or any portion thereof without remuneration to Producer.
- b. The above rights may be exercised in all mediums, platforms, media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other mediums, platforms, media and formats.
 - c. Producer represents and warrants that it has, before using any facilities, equipment, or uploading any Video Content, obtained prior permission through appropriately executed licenses or releases, all of which are assigned to Calvert Broadcast, to use any copyrightable material, any personality rights, any photographic rights, talent, protected content, materials, location, and other rights necessary to permit the use of the same to be distributed through the Access Channel or at Calvert Broadcast's facilities.
4. Content Restrictions. Video Content may not contain the following restricted content.:
- a. Obscene material, sexually explicit conduct, indecency, nudity, or similar.
 - b. Material soliciting or promoting unlawful conduct.
 - c. Commercial content or solicitations that invite the viewers to send or pledge money through representations, promises or any other means.
 - d. Material which is intended to defraud the viewer, or is designed to obtain money by false or fraudulent pretenses, representations or promises.
 - e. Content which is slanderous, libelous or defamatory.
 - f. Content which is disparaging of any racial, gender, ethnic or religious group.
 - g. Unauthorized copyrighted materials.
 - h. Any advertising on behalf of candidates for elective or appointed office, their political parties, or of election ballot issues. Similarly, individuals or political parties, groups, supporters or opponents of election ballot measures or candidates may not advertise their views except as may be part of an overall programming strategy with equal time provisions for all candidates for that measure or office which may include candidate forums, town hall meetings, or similar venues, from the time of declaration of ballot measure's initiation of petition to be included on the ballot until the close of the election for that particular measure or office.
 - i. Information concerning any lottery, raffle, gift, enterprise, or similar scheme not authorized by the state or local law, or the offering of prizes dependent in whole or in part, upon lot or chance, to persons who have paid or promise to pay any valuable consideration for the chance of winning the prize, or any of the list of the prizes drawn or awarded by means of such lottery, raffle, gift enterprise or scheme, whether said list contains any part of all of such prizes.
5. Defense and Indemnification.
- a. Producer agrees to defend, indemnify, reimburse and hold harmless both Calvert Broadcast and the County (including its appointed and elected officials, agents and employees) for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the

- work performed under the Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of either Calvert Broadcast or the County. This indemnity shall be interpreted in the broadest possible manner to indemnify Calvert Broadcast and the County for any acts or omissions of Producer or its subcontractors either passive or active, irrespective of fault, including Calvert Broadcast’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of either Calvert Broadcast or the County.
- b. Producer will further indemnify, defend and hold Calvert Broadcast and the County harmless from and against any claims, losses, damages, liabilities or expenses (including reasonable attorneys’ fees and expenses) arising out of or resulting from any third party claim that the Video Content, when used by Calvert Broadcast in accordance with the Agreement, infringes, misappropriates or violates any United States patent issued as of the date hereof, copyright, trademark, trade secret or other intellectual or proprietary right of any third party.
 - c. If an injunction or order is obtained against Calvert Broadcast’s use of the Video Content by reason of a claim of the type described above, or if in Producer’s opinion, the Video Content is likely to become the subject of such a claim, Producer shall take all necessary action to correct any such infringement or misappropriation.
 - d. Producer’s duty to defend and indemnify Calvert Broadcast and the County shall arise at the time written notice of the Claim is first provided to Calvert Broadcast or the County regardless of whether Claimant has filed suit on the Claim.
 - e. Producer’s duty to defend and indemnify Calvert Broadcast and the County shall arise even if either Calvert Broadcast or the County is the only party sued by claimant and/or claimant alleges that Calvert Broadcast’s or the County’s negligence or willful misconduct was the sole cause of claimant’s damages.
 - f. Producer shall defend any and all Claims which may be brought or threatened against Calvert Broadcast or the County and shall pay on behalf of Calvert Broadcast and the County any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments will be in addition to any other legal remedies available to Calvert Broadcast and the County and will not be Calvert Broadcast’s or the County’s exclusive remedy.
 - g. Insurance coverage is recommended but not required by the terms of the Agreement. If the Producer obtains insurance coverage, it in no way lessens or limits the liability of Producer under the terms of this indemnification obligation.
 - h. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.
6. Co-Production Assistance and Studio Access/Equipment Rental. At Producer’s request, Calvert Broadcast will provide co-production assistance and studio access/equipment rental services to Producer under the following terms and conditions.
- a. There shall be no charge for the cablecasting of co-produced programs on the Calvert Broadcast channel.
 - b. Producer is solely responsible for obtaining all applicable copyrights and other intellectual property rights necessary for producing and airing the Video Content.

- i. All legal fees, searches, licensing, duplicating, mailing costs and phone charges associated with obtaining copyright permission will be the sole responsibility of Producer. Producer must show proof of secured copyrights upon request.
 - ii. Producer grants a permanent, non-revocable copyright license to Calvert Broadcast to use the co-produced Video Content.
 - c. Calvert Broadcast staff reserves the sole right to determine whether program content complies with the restrictions, limitations and technical standards as stated in the Calvert Broadcast Policies and Procedures and other applicable law. If a discrepancy is detected, Calvert Broadcast staff may withhold the coproduction and cablecast of any Video Content until said discrepancy has been corrected.
 - d. Producer shall fully reimburse Calvert Broadcast for the costs of all expenses it incurs in providing co-production assistance to Producer.
 - i. Calvert Broadcast shall make available to Producer the Calvert Broadcast Professional Studio as needed for co-production at the rental rate of \$300 per day (7 hours maximum, during normal business hours) when not in use by Calvert Broadcast staff. Access shall be scheduled at the sole discretion of Calvert Broadcast staff, which shall be applied in a non-discriminatory manner.
 - ii. Calvert Broadcast shall also make available to Producer designated video and audio production equipment of the Calvert Broadcast Professional Studio for use in co-productions. Rates vary and are available on the Calvert Broadcast Sharegrid Page: <https://www.sharegrid.com/p/calvert-broadcast>
 - iii. Additional rates for commonly provided co-production and rental services are listed in the Calvert Broadcast Policies and Procedures, which may be amended from time to time.
 - iv. Producer agrees to fully reimburse Calvert Broadcast for both listed and any additional costs and direct and indirect co-production and rental expenses whether or not described herein or in the Calvert Broadcast Policies and Procedures.
 - e. Once Producer submits co-production projects to Calvert Broadcast for approved and those projects and approved and scheduled by Calvert Broadcast staff, Producer shall provide Calvert Broadcast a down-payment of fifty percent (50%) of any quoted costs, to be paid in advance of any co-production assistance or rentals, with the other fifty percent (50%) plus full reimbursement for any additional identified incurred costs due upon completion of the co-production and prior to airing. Special financial considerations can only be made at the discretion of the Calvert Broadcast director. Non-payments will be turned over to the Calvert County Attorney's Office for collection.
 - f. Operating Rules regarding Studio and Equipment Use
 - i. The Studio and the equipment should be returned to the condition in which they were found. Users should allow for set-up and clean-up of the studio, at

least one hour before, and 30 minutes after the time needed to tape the actual show, and leave time before or during the scheduled studio time to brief the crew and talent on the planned production.

- ii. No smoking, food, or beverages are allowed in the Studio at any time, unless part of the production.
 - iii. Anyone found to be under the influence of alcohol or drugs will be removed from the premises and may lose access privileges.
 - iv. Users are responsible for damage to facilities and/or loss of equipment due to negligence or abuse. This includes the actions of minors.
 - v. Users will not change wiring, patch bays, or components without staff permission or supervision. No attempts should be made to work on or repair equipment. Any damage caused in this manner may be charged to the user. A loss of privileges may result from such equipment abuse.
 - vi. Users that are found to be misusing or abusing the studio or equipment may be asked to repeat training, testing and/or be subject to loss of privileges.
- g. Eligibility to Use Studio and Production Equipment.
- i. The use of Calvert Broadcast's studio and equipment will be exclusively for the creation of non-commercial programming for cablecast on the LCTV channels.
 - ii. Subject to the discretion of Calvert Broadcast staff, the Studio and production equipment for co-production purposes are available on a first-come, first-served, nondiscriminatory basis to Access Users of this town and representatives or employees of non-profit organizations or local, state, or federal agencies that serve this town/franchise area.
 - iii. All users must successfully complete the applicable LCTV workshop(s) or be able to demonstrate the basic operation of the requested video equipment through a proficiency test. If an Access User has not used the equipment or facilities for more than one year, training may be required.
 - iv. All users must sign an Access User Agreement before using the facilities. This document certifies that the Access User has read, understands, and will abide by the operating rules, and agrees to be solely responsible for the content of any programs produced or scheduled for cablecast if they are the producer of record.
 - v. Any minor must be accompanied by at least one non-student adult while in the Calvert Broadcast studio and while using any production equipment. Minors must have written permission from their parent or guardian to use the studio or production equipment. The parent or guardian shall be responsible for all damage to the studio or equipment resulting from the use of equipment or an appearance by a minor.
- h. Scheduling Studio and Equipment Use

- i. Requests to use the studio should be made at least one week in advance and will be subject to availability and staff discretion, which shall be applied in a non-discriminatory manner.
- ii. Users must show up on time for scheduled studio productions and complete them within the scheduled time period. 4. Scheduled studio productions may be cancelled if the producer and/or production crew does not show up within thirty (30) minutes after the start of the scheduled facility time. Additional restrictions may apply for ‘live’ productions.

7. Air Time

- a. Because the Calvert Broadcast channel is shared resource, specific channel time requests cannot always be guaranteed. Requests for channel time are subject to the availability of cablecasting equipment and Calvert Broadcast staff.
- b. Air time priority will be given to government and educational users, and then to co-produced programs, subject to the discretion of Calvert Broadcast staff, which shall be applied in a non-discriminatory manner.
- c. Air time for public users is generally provided on a first-come, first-served basis, subject to the discretion of Calvert Broadcast staff, which shall be applied in a non-discriminatory manner.

8. Fees and Payments for Non-Co-Produced Programs.

- a. Use Fee. Producers submitted programming not co-produced with Calvert Broadcast shall reimburse Calvert Broadcast’s channel operations and invoicing costs in the following amounts:

Airings	Charge
Single Airing	\$40
Up to Five Airings in a Single Week	\$100
Up to Twenty Airings in a Single Month	\$300
Up to Sixty Airings in a Quarter Year	\$775

- b. Security Deposit. Producer will required to pay a security deposit equal to one half of any fees due based on the agreed number of airings. Calvert Broadcast will use the security deposit to offset any amounts owed under or arising out of this Agreement or otherwise resulting from Producer’s breach of this Agreement.
- c. Invoicing and Payments Due. Calvert Broadcast shall invoice amounts due under this agreement within five (5) business days of the first airing of a program. Within fourteen (14) days thereafter, Producer shall pay Calvert Broadcasting in full, when due and in immediately available funds all amounts owed pursuant to this Agreement. Failure by Producer to pay any amount in full when due shall constitute a material breach of this Agreement. Should Producer be delinquent in paying any invoiced amounts, future scheduled program airings shall be suspended until payment is received.

9. General Provisions

- a. Program Disclaimer. Calvert Broadcast reserves the right to place a disclaimer before, during, or after any Video Content that may be objectionable to viewers. The disclaimer will advise viewer discretion and indicate that responsibility for the

- content of the Video Content lies with Producer and not with Calvert Broadcast or any third-party platform provider.
- b. Order of Precedence. If any provision of the Agreement should conflict with any other provision of Calvert Broadcast's policies, the provisions of the Agreement shall prevail.
 - c. Assignment; Subcontracting. Producer shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under the Agreement without obtaining Calvert Broadcast's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of the Agreement by Calvert Broadcast. Calvert Broadcast has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) Producer shall remain responsible under this Agreement; and (ii) no contractual relationship shall be created between Calvert Broadcast and any sub-consultant, subcontractor or assign.
 - d. Inurement. The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.
 - e. No Third-party Beneficiary. Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than Calvert Broadcast or Producer receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.
 - f. No Authority to Bind to Contracts. Producer lacks any authority to bind either Calvert Broadcast or the County on any contractual matters.
 - g. Severability. If a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.
 - h. Waivers and Modifications. No waiver, modification, alteration or amendment of any provisions of this Agreement or waiver of any right or remedy will be effective unless in writing signed by the party against whom such waiver, modification, alteration or amendment is asserted, and then only to the extent set forth in such writing. No delay in the exercise of any right of remedy will operate as a waiver nor shall any single or partial exercise of any right or remedy preclude its further exercise or the exercise of any other right or remedy.
 - i. Governing Law; Venue. The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Maryland, and the County Code, ordinances, resolutions, regulations and policies of Calvert County, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, or code provisions, ordinances, resolutions, policies, or related memoranda, includes amendments or supplements to same. Venue

- for any legal action relating to the Agreement will be in the local state courts of Calvert County, Maryland.
- j. Compliance with all Law. Producer shall, at all times, be in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Maryland; and with the ordinances, resolutions, rules, regulations and policies of Calvert County.
 - k. Electronic Signatures and Electronic Records. Producer consents to the use of electronic signatures. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically in the manner specified by Calvert Broadcast. Producer agrees not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Producer agrees not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
 - l. When Rights and Remedies Not Waived. In no event will any payment or other action by Calvert Broadcast constitute or be construed to be a waiver of any breach of covenant or default that may then exist on the part of Producer. No payment, other action, or inaction by Calvert Broadcast when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.
 - m. Examination of Records. Any authorized agent of Calvert Broadcast has the right to access and the right to examine any pertinent books, documents, papers and records of Producer, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.
 - n. No Discrimination in Employment. In connection with the performance of work under the Agreement, Producer may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. Producer shall insert the foregoing provision in all subcontracts.
 - o. Use, Possession or Sale of Alcohol, Tobacco or Drugs. Producer shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol, tobacco or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from Calvert Broadcast facilities and from participating in Producer operations.

In Witness Whereof, the parties have executed this Agreement to be a binding contract between them as of the Effective Date.

Calvert Broadcast

[Producer]

DRAFT 9/3/2021

By: _____
Its: Manager

By: _____
Its: