

GATV APPLICANT WAIVER FORM

1. I am thoroughly familiar with the content of the program material submitted for broadcast and agree that it complies with applicable federal, state and local statutes and regulations with regard to cable programming. The Program does not contain any material which is obscene or indecent; is intended to mislead or obtain money by false or fraudulent pretense; is related to any lottery or similar scheme offering prizes dependent upon chance; improperly invades the privacy of a citizen or portrays someone in a false light; is libelous or slanderous; is illegal; promotes any religious or faith-based group or belief; advocates for a personal viewpoint; promotes or advertises any elected official, candidate, ballot measure, or political issue; violates any copyright or trademark of any third party; contains any direct appeal for funds, support or property of value; contains any solicitations for donations, including the selling of promotional items; promotes, endorses or refers to any business, service or product for which economic consideration was received; and/or designed or intended to promote the sale of commercial products, trade or services.
2. I have obtained all approvals, clearances, licenses, etc. which are needed for the Program. This includes, but is not limited to approvals by broadcast stations, networks, sponsors, music licensing organizations, copyright owners, performers' representatives, all persons appearing in or referred to in the Program material, and any other approvals that may be necessary to cablecast the Program.
3. I have paid, or will timely pay, all financial obligations (including residuals, union fees, license fees, etc.), owed to third parties in connection with the creation and cablecast of this Program.
4. I understand that I am responsible for the content of the Program and ensuring that the Program can be legally distributed. If any legal liability of any kind is caused by distributing the Program, I understand that it is my liability, not the City of Carpinteria's or anyone else's associated with the distribution. I agree to indemnify and hold harmless the City of Carpinteria and their agents, employees and representatives from any and all liability and injury (including reasonable attorneys fees and costs incurred in defending claims and potential claims, civil or criminal) arising from, or in connection with the Program, including but not limited to: alleged violations of laws, rules, regulations or other requirements of local, state and federal authorities; claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; claims for unauthorized use of any trademark, trade name or service mark or the like; alleged breaches of contractual or other obligations owing to third parties; and criminal charges or threatened criminal charges.
5. I understand that false or misleading statements made on this application are grounds for forfeiture of the privilege to use access channel(s).
6. I have read and am thoroughly familiar with the rules and procedures for the use of the City of Carpinteria's GATV and agree to abide by them. I hereby grant the City of Carpinteria permission to reproduce and transmit the Program at the City's discretion:

7. I agree that any damage or loss to the program matter submitted by me even though due to negligence or other fault of the City of Carpinteria, its agents, employees, representatives and affiliates will only entitle me to a like amount of blank videotape or a blank DVD.

Except for such replacement, the acceptance of videotape is without other warranty or liability and recovery for any incidental or consequential damages is excluded. I understand that tapes/DVD's left longer than 3 months may be disposed of.

8. I understand that my contact information may be made available to the public in connection with the Program.

I have read, understand and will abide by the above policies. I am over 18 years of age.

Signature: _____

Name: _____

Date: _____