

# K23TV

# Rules and Procedures Handbook

**Mission and Purpose:**

Keizer 23 TV is a forum for Keizer residents to share information relating to public, educational and governmental (PEG) issues for the purpose of educating and informing citizens about their community.

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## ARTICLE 1 – GENERAL INTRODUCTION

### Section 1. DEFINITIONS.

- (a) **Access Center** K23TV facilities
- (b) **City of Keizer** or **The City** Local government which operates K23TV
- (c) **Comcast Cable** Oregon's area cable television operator which provides access channels, equipment and funding according to cable franchise agreements with local governments.
- (d) **Content Neutral** refers to the management of PEG resources by City of Keizer on a non-discriminatory basis; City of Keizer takes a neutral role regarding the content of public access programs.
- (e) **Educational access** means educational or instructional programming provided by registered and/or accredited educational institutions.
- (f) **Government access** means informational programming provided by a tax-funded, public governmental entity.
- (g) **New or first run program** refers to a program with a minimum of 51% new content of the same nature as the rerun content. Text will not be counted as new content.
- (h) **PEG access** is an acronym for Public, Educational and Government access.
- (i) **PEG access equipment** refers to production equipment or facilities managed by K23TV exclusively for the production of PEG access programs.
- (j) **Producer** or **K23TV Producer** refers to the program coordinator and K23TV producer that is the service provider contracted by the City of Keizer.
- (k) **Program Provider** means the person who signs a program contract and accepts responsibility for program content.

### Section 2. ELIGIBILITY FOR K23TV SERVICES.

**Public access** means first-come, first-served, non-discriminatory use of access to channels by local groups and individuals who meet minimal eligibility requirements.

### Section 3. ESTABLISHMENT OF PEG ACCESS RULES AND PROCEDURES FOR THE CITY OF KEIZER.

Section 6 of the July 20, 1987 cable television franchise between the City of Keizer and Comcast Cable provides PEG access equipment and channels for community use.

K23TV will establish rules guided by the policy that services and resources are available on a first-come, first-served, non-discriminatory basis.

K23TV services are available to any Comcast Cable service area resident or resident organization registered with the Oregon Secretary of State, within the Keizer city limits on a first-come, first-served basis. Proof of identity and residency are required; post office boxes are not acceptable. All Program Providers must meet the eligibility requirements.

**Section 4. COMMUNITY TELEVISION: A FORUM FOR NON-COMMERCIAL, CONSTITUTIONALLY PROTECTED SPEECH.**

- (a) Non-Commercial Speech. Advertising of any nature is not allowed on K23TV channels K23TV including:
- (1) Promotion of the sale of any service, facility or product
  - (2) Price information
  - (3) Calls to action or inducements to buy

For-profit businesses and individuals may not promote any service, facility or product. Sponsors may list contact information and other information as listed herein; additional commercial website addresses and phone numbers may not be used.

A business or individual may not sponsor a program in which it appears.

**Exception:** Government agencies and non-profit organizations may promote their services. *(Please see page 8.)*

- (b) Constitutionally Protected Speech. All speech and expression is constitutionally protected by the First Amendment of the United States Constitution **except**:
- (1) Any material that is libelous, slanderous, or other defamation of character; or material that is an unlawful invasion of privacy;
  - (2) Any material that violates state or federal law relating to obscenity;
  - (3) Any material that violates local, state, or federal laws;
  - (4) Any unlawful use of copyrighted material.

- (c) Non-Profit Organizations. An organization qualifies as non-profit if it is registered as a non-profit with the Oregon Secretary of State and/or has a current IRS 501c status and Letter of Determination. To qualify as local, the organization must operate an office in the eligible service area listed with the Oregon Secretary of State.

**Section 5. FUNDING ACCESS PROGRAMS – SPONSORSHIP.**

Program providers are encouraged to seek funding for the production of PEG access programs. Any individual, business or institution that helps defray production costs may

be given sponsor credits. In general, sponsorship may provide identification to acknowledge the identity of the underwriter.

- (a) Place credits at the opening, logical mid-breaks and/or ending of the program with a maximum of two credit sequences per half hour.
- (b) Individual sponsor credit time may not exceed 15 seconds in length. Total credit time for all sponsors may not exceed 60 seconds per 30 minutes of program time. *(Please see page 18.)*
- (c) Program Providers are encouraged to use the following audio and/or video credit format: **“The (following) (preceding) community program has been made possible in part by a grant from (name, address, phone number, email, website information).”**
- (d) Sponsor credits must name the donor in mission-statement terminology that is neither commercial nor promotional in language. *(Please see page 18.)*
  - (1) Sponsor/donor credits may include:
    - (i) A logo or slogan that identifies but does not promote and is sized no larger than 25% of the screen;
    - (ii) Location, phone number, email address, or website;
    - (iii) Value-neutral descriptions of a product line or service with no use of comparative or qualitative descriptions such as “efficient, economical, dependable, dedicated, prompt, fair price, reliable and excellent.” *(Please see page 18.)*
    - (iv) Channels are available at no cost for use in the production for programs for PEG access channels.

## **Section 6. POTENTIALLY OBJECTIONABLE MATERIAL.**

Programs with potentially objectionable material will be telecast between the hours of 11 pm and 5 am. Requirements for TV14 and TVMA classification and viewer notification are in Article 2, Section 6.

## **Section 7. RESPONSIBILITY AND LIABILITY FOR PROGRAM CONTENT.**

At the time a completed program is submitted for scheduling, the Program Provider must submit a signed Program Contract which holds the Program Provider liable for program content. Furthermore, through the Program Contract, the Program Provider agrees in writing to fully indemnify and save harmless The City, K23TV Producer, and Comcast Cable from any and all claims, demands, damages, or other liabilities, including legal fees and expenses that may arise as a result of broadcasting the program. Program Providers will be required to list their name, initial acceptable for first name, in a program credit not less than five seconds in length displayed in a legible font.

## **Section 8. NON-DISCRIMINATION.**

No person will be denied channel time on the basis of race, sex, age, physical disability, religious or political belief or affiliation, or the nature of their programming interest.

**Section 9. COMMUNITY RESPONSIBILITY: SHARING A LIMITED RESOURCE.**

The City and the K23TV Producer reserves the right to limit use of channel space by any group or individual to meet all community needs.

**Section 10. USER FEES.**

The City may charge reasonable user fees to eligible users for use of production in coordination with K23TV Producer, facilities, equipment and services. The City shall separately negotiate user fees, programming schedules and schedules for use of production facilities with other governments.

**Section 11. PRODUCTION WORK ON BEHALF OF, OR PROGRAMMING SUBMITTED BY ORGANIZATIONS.**

For production work on behalf of, or programming submitted by an organization, the organization's leadership may be required to file on letterhead a written statement designating a Program Provider and authorizing program submission.

## ARTICLE 2 - CHANNEL

### **Section 1. ELIGIBILITY FOR CHANNEL USE.**

PEG access channel use is available to any Comcast Cable service area resident or resident organization registered with the Oregon Secretary of State, within the city limits of Keizer, on a first-come, first-served basis. PEG access channels are available without charge to Comcast Cable service area residents of Keizer, subject to applicable user fees.

### **Section 2. RESPONSIBILITY AND LIABILITY FOR PROGRAM CONTENT.**

At the time a completed program is submitted for scheduling, the program provider must submit a signed City of Keizer Program Contract which holds the Program Provider liable for program content. Furthermore, through the Program Contract, the Program Provider agrees in writing to fully indemnify and save harmless the City of Keizer, its staff, its contractors, and Council, and Comcast Cable from any and all claims, demands, damages, or other liabilities, including legal fees and expenses that may arise as a result of broadcasting the program. Program providers will be required to list their legal name in a program credit not less than five seconds long displayed in a legible font.

### **Section 3. TECHNICAL STANDARDS AND PRODUCTION REQUIREMENTS.**

Programs must conform to PEG access technical standards and production requirements.

### **Section 4. SCHEDULING PROGRAMS.**

Completed programs are submitted at the City. Program providers may request specific telecast times, and staff will match channel space with requested times whenever possible, according to posted guidelines. Programs are scheduled a minimum of one week ahead of telecast for the purpose of channel listings.

- (a) **Original Programs:** To qualify as original, a program must have a minimum of 51% new video and 51% new audio.
- (b) **Scheduling Priorities:** In scheduling programs on K23TV, priority is given in the following order:
  - 1. Government programming
  - 2. Educational programming
  - 3. Public programming. Public content will be accepted for a limited number of programs per week. Submissions are scheduled on a first come, first served basis. This includes locally produced and locally sponsored programs. Original programs will receive priority.

Community Billboard is a service provided both to and for the community; therefore, K23TV will ensure that adequate billboard time will be provided on the channels to meet the needs of the community.

## **Section 5. PROGRAM DELIVERY.**

- (a) Submitting A Program: Programs may be hand-delivered or mailed to the City Hall, meet technical standards, and be accompanied by a completed contract signed by the Program Provider. The Program Provider is responsible for timing the program and providing production-related data. Programs are to be delivered one week prior to requested telecast time unless otherwise authorized in advance by the K23TV Producer. Programs must be delivered in DVD format and must be playable in a DVD player.
- (b) Picking Up Programs: The program provider or authorized representative will be responsible for picking up programs. Program Providers who fail to retrieve their media within one month of final telecast surrender possession to K23TV. This provision will not apply to reference or fill programs.

## **Section 6. POTENTIALLY OBJECTIONABLE MATERIAL: VIEWER ADVISORY AND AUDIENCE SENSITIVE SCHEDULING.**

The purpose of this section is to enable parents or guardians to supervise the programming available to children, and to assist viewers of PEG access programming in making informed decisions while providing an opportunity for all lawful forms of expression without censorship and in accord with existing laws.

Programs containing extreme violence or degradation and programs that would fit within the categories TV14 and TVMA of the TV Parental Guidelines published by the TV Parental Guidelines Monitoring Board (see [www.tvguidelines.org](http://www.tvguidelines.org) or [www.mpa.org](http://www.mpa.org)) will be preceded by a message advising viewer discretion.

- (a) TV14: Program providers will warrant that programs containing objectionable material that would cause it to be rated TV14 will be scheduled between the hours of 11 pm and 5 am. These are programs that would be rated TV14 in accordance with the TV Parental Guidelines of the TV Parental Guidelines Board including one or more of the following: intense violence, intense sexual situations, strong coarse language, or intensely suggestive dialogue. Program providers will identify the program as TV14 on the program contract and will include a 15 second, easily readable viewer advisory immediately prior to the beginning of the program, stating:

**“Viewer Advisory: The following program, identified as TV14, contains material which some viewers may find objectionable or inappropriate for children.”**

***Program Providers must use the viewer advisory provided by K23TV without alteration.***

- (b) TVMA: Program providers will warrant a program that contains any material that would cause it to be rated TVMA will be scheduled between the hours of 1:00 am and 4:00 am. These are programs that would be rated TVMA in accordance with the TV Parental Guidelines of the TV parental Guidelines Board



including: graphic violence, explicit sexual activity, or crude indecent language. Program providers will identify the program as TVMA on the program contract, and will provide a 15 second, easily readable viewer advisory immediately prior to the beginning of the program, stating:

**“Viewer Advisory: The following program, identified as TVMA, is for mature audiences only, may be unsuitable for children under the age of 17 and contains material which some viewers may find objectionable.”**

***Program providers must use the viewer advisory provided by K23TV without alteration.***

- (c) Extreme Violence or Degradation: Programs identified as containing extreme violence or degradation are scheduled between the hours of 11 pm and 5 am. Program providers will identify the program as containing EXTREME VIOLENCE OR DEGRADATION on the program contract and will include a 15 second, easily readable viewer advisory immediately prior to the beginning of the program, stating:

**“Viewer Advisory: The following program, identified as containing extreme violence or degradation, contains material which some viewers may find objectionable or inappropriate for children.”**

***Program providers must use the viewer advisory provided by K23TV without alteration.***

## **Section 7. FAILURE OF NOTIFICATION AND ADVISORY.**

A Program Provider who fails to provide notification and advisory in compliance with Section 6 shall be subject to disciplinary action as a major violation of K23TV’s Rules.

It is a violation of K23TV policy to submit for telecast programming that is obscene or otherwise unlawful. Programs that are obscene may not be submitted for telecast. In addition to any sanctions that may be imposed under federal, state, or local laws, a program provider who submits programming that is determined to be obscene shall be subject to disciplinary action as a major violation of K23TV’s Rules.

### **Obscene material as determined by the courts is material which:**

- (a) To the average person, applying contemporary community standards, taken as a whole, appeals to the prurient interest,
- (b) Depicts or describes sexual conduct in a patently offensive way, and
- (c) Taken as a whole, lacks serious literary, artistic, political, or scientific value.

## **Section 8. PROGRAM CONTENT FEEDBACK AND DISCLOSURE OF PRODUCER INFORMATION.**

Producers and other members of the general public may make comments concerning PEG access programming by telephone, or by completing a Viewer Comment Form on line through the City website or by mail. Staff will communicate viewer response to the Program Provider. In keeping with the Oregon Public Records Law, members of the general public may receive copies of Program Contracts after showing identification and

completing and signing a Public Records Request Form that includes their legal name, local street address and telephone number. A copy of the request will be provided to the Program Provider.

**Section 9. PROGRAM COPIES.**

K23TV has the right to make copies of programs for K23TV use only. A program provider may prohibit K23TV from making copies for sale.

**Section 10. PROMOTION AND CREDITS.**

Program credits are selected by the Program Provider with the following limitations:

- (a) The City of Keizer, K23TV, its staff and City Council, and Comcast Cable may not be listed as producer or co-producer of the program, and addresses and telephone numbers of the aforementioned may not be used in the credits or as contacts for the PEG access Program Provider, unless the aforementioned is the program producer or unless grants required such credit listing.
- (b) The Program Provider may not list private phone numbers or addresses without the prior written consent of the individual.
- (c) *Exceptions: Non-profit organizations and government agencies may run unlimited contact information.*

**Section 11. K23TV COMMUNITY BILLBOARD.**

The K23TV Community Billboard guidelines are available at K23TV and at the Community Billboard on the City of Keizer website:

<http://www2.keizer.org/?action=page&name=K23 Public Service Announcement>

**Section 12. KEIZERTV.COM.**

KeizerTV.com is a separate service from K23TV. No guarantee of K23TV program upload to KeizerTV.com is stated or implied.

Providing information is good.  
But linking viewers to a commercial product, establishment or service is not.  
The producer is responsible for program content conforming to these guidelines.

### **ARTICLE 3 – EQUIPMENT USE**

Equipment will be used under the guidelines established by K23TV Producer and approved by the City Manager or designee.

Users include:

- Interns with Producer
- Approved volunteers (by Producer)
- City staff as approved by Department Head responsible for K23TV oversight

Guidelines include:

- Availability
- Check in/Check out
- Content use
- Content responsibility (Program provider)

## **ARTICLE 4 - RULES, VIOLATIONS AND SANCTIONS**

### **Section 1. PURPOSE**

To ensure that PEG access equipment and facilities remain available and in good working order and that it is available to all producers, the following rules have been established. Upon verifying that a rule violation has occurred, K23TV Producer or City of Keizer staff Department Head will issue a written statement describing the violation and sanction. Disciplinary action will become effective immediately upon the receipt of this statement.

### **Section 2. RULE VIOLATIONS**

(a) Major Violations:

- (1) Owing funds to The City due to failure to pay for equipment damage, submitting a check with insufficient funds, etc.
- (2) Breach of the program contract warranties, including identifying potentially objectionable material.
- (3) Using equipment and facilities for any purpose not related to the production of programs for telecast on K23TV.
- (4) Abuse, vandalism or failure to maintain equipment and facilities, or submission of "infected" media.
- (5) Return of equipment in damaged or unworkable condition, or failure to return equipment through intent, negligence, loss or theft.
- (6) Attempted equipment maintenance or disassembly.
- (7) Removal of equipment from the equipment storage area without proper check-out procedures and/or without signing an equipment contract.
- (8) Behaving in a violent, disruptive or threatening manner or repeatedly behaving in a disrespectful manner.
- (9) Failure to pursue organizational or personal insurance or to cooperate fully with The City in the event of equipment loss or damage.
- (10) Possession of food or drinks in areas of K23TV with production equipment, with the exception of capped water bottles stored on the floor.
- (11) Covering K23TV equipment labels or identifying information on equipment.

(b) Minor Violations:

- (1) Reserving or checking out equipment for another Program Provider unless otherwise specified and approved.
- (2) Listing private phone numbers or addresses on a program without the consent of the individual. (Article 1, Section 4(b)(1))
- (3) Failure to deliver a series program or individual satellite program within schedule.
- (4) Behaving in a disrespectful manner while at K23TV or participating in a K23TV event.
- (5) Failure to maintain current file and contact information, or failure to respond to contact.

### **Section 3. SANCTIONS**

A Major Violation results in immediate suspension from use of the resource involved in the violation. Where damage to or loss of equipment and/or facilities results in connection with Major Violations 1, 4, 5, 6, 9 and 11, suspension is in effect until compensation is made for such damages. There are no written warnings or probationary period for Major Violations.

A Minor Violation will result in the following sanctions:

First -- written warning

Second --final written warning

Third -- suspension from use of the resource(s) involved in the violations.

Second or third offenses refer to committing any violation, and may be different from previous offense(s).

The length of a suspension is one year, with the following exception:

Breach of the Program Contract will result in a suspension of one year minimum, and may be extended, depending on the severity of the violation. Suspension of a principal participant in a program may result in that program becoming ineligible for telecast until that suspension is complete. Recertification and written plan for correction may be required after suspension.

### **Section 4. RECOGNIZING SUSPENSIONS ISSUED BY OTHER COMMUNITY TV CENTERS**

In order to protect community resources, K23TV will recognize and enforce suspensions issued by other community TV centers with comparable rules. K23TV may require a plan for correction at the completion of the suspension. Suspensions for violation of program contract will cause the programs under contract to be ineligible to be telecast on K23TV, unless this provision is waived by K23TV.

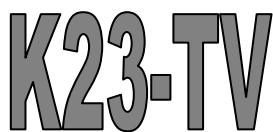
### **Section 5. APPEAL OF SANCTIONS**

A program provider may appeal any disciplinary action by making a written statement to the K23TV Producer. Any restrictions in equipment use resulting from a disciplinary action remains in effect throughout the appeal process.

The Producer shall investigate the circumstances surrounding the disciplinary action and return a written report and decision to the Program Provider within 14 calendar days. The Program Provider may then, within the next 14 calendar days, continue the appeal with a written statement to the City Manager. The City Manager shall review the matter and issue a written decision within 14 calendar days. Such decision shall be final.

### **Section 6. AMENDMENTS TO THE RULES AND PROCEDURES**

Amendments to the Rules and Procedures will be passed by the City Council during posted business meetings. Recommended amendments to the Rules and Procedures may be submitted in writing to the City Manager.



# Program Contract

930 Chemawa Road  
P.O. Box 21000  
Keizer, Oregon 97307-1000  
**Phone:** 503-390-3700  
**Fax:** 503-393-9437

Date: \_\_\_\_\_

Name (not organization): \_\_\_\_\_

Are you under 18 years of age? Yes \_\_\_\_\_ No \_\_\_\_\_

Program Title: \_\_\_\_\_

Length of Show \_\_\_\_\_ : \_\_\_\_\_ : \_\_\_\_\_  
Hours : Minutes : Seconds

Please include any special instructions in the space provided on the back of this form.  
Parent signature required if under 18 years of age.

**PLEASE ANSWER THE FOLLOWING QUESTION:**  
**DOES YOUR PROGRAM CONTAIN POTENTIALLY OBJECTIONAL MATERIAL?**

**TV14** includes intense violence, intense sexual situations, strong coarse language, or intensely suggestive dialogue. Yes \_\_\_\_\_ No \_\_\_\_\_

**TVMA** includes extreme violence or degradation, explicit sexual activity, or crude indecent language. Yes \_\_\_\_\_ No \_\_\_\_\_

**Extreme Violence or Degradation?** Yes \_\_\_\_\_ No \_\_\_\_\_

***IF SO, YOU MUST INCLUDE A 15 SECOND VIEWER ADVISORY IMMEDIATELY PRIOR TO THE BEGINNING OF THE PROGRAM.***

The viewer advisory for **TV14**, **TVMA** and **Extreme Violence or Degradation** are all different.  
Please read the Warranty Agreement on page 2 of this contract.

Category: (choose one)	Program Description (15 words or less)
<input type="checkbox"/> Public Affairs	
<input type="checkbox"/> Educational	
<input type="checkbox"/> Religious/Spiritual	
<input type="checkbox"/> Arts/Entertainment	
<input type="checkbox"/> Sports	
<input type="checkbox"/> Election/Candidate	<b>Copies: Please do not make copies or upload my program.</b>  <input type="checkbox"/> If you do not check this box K23TV will make copies or upload your program for a fee upon request.
<input type="checkbox"/> Ethnic	
<input type="checkbox"/> Health	
<input type="checkbox"/> Children's	
<input type="checkbox"/> PSA/Promo	<i>Program Provider is responsible for picking up their program after program has finished airing</i>
<input type="checkbox"/> General	

Program Type: (Choose One)

- Regular (A regular program receives 10 playtimes over a three month period and can be any length. You cannot resubmit a regular program.)
- Series (A series program has a regular schedule that has been approved by the Programming Coordinator.)
- Fill (A fill program is a short program under 20 minutes that is added to K23's fill library and is used to fill time in between regular program.)
- PSA (A PSA is a non-profit public service announcement.)

Please read and sign the Warranty Agreement on pages following.

### **Instructions and Requirements for Program Submission**

1. Program is accompanied by a K23TV Program Contract signed by the program provider and is delivered to K23TV staff no later than noon, one week prior to first desired broadcast date, unless special arrangements are made with K23TV staff.
2. Program meets or exceeds technical requirements and is properly labeled, including run time on case.
3. Specific cable time decisions are made by K23TV according to the Rules and Procedures.
4. Program may be retrieved by Program Provider three business days after cablecast; after cablecast and while the tape is at K23TV, the program will be available for viewing upon request by members of the general public.
5. In the event that K23TV receives a complaint which indicates that the program contact has been violated, Program Provider agrees to postponing playback until K23TV can verify contract compliance.

### **Warranty Agreement**

I, the undersigned, warrant and represent to the City of Keizer and K23TV that the above program submitted by me contains none of the following:

1. Any material that is libelous, slanderous, other defamation of character; or material that is an unlawful invasion of privacy;
2. Any material that violates state or federal law relating to obscenity;
3. Any material contrary to local, state, or federal laws;
4. Any advertising or material that promotes any product or commercial service;
5. Any solicitation, appeal for funds or event prices;
6. Any unlawful use of copyrighted material.

### **I Further Warrant That:**

1. \*If my program contains potentially objectionable material that would cause it to be rated **TV14** in accordance with the **TV Parental Guidelines of the TV Parental Guidelines Board**, including intense violence, intense sexual situations, strong coarse language, or intensely suggestive dialogue, it will be scheduled to air between the hours of 11 p.m. and 5 a.m.; and I will identify the program as **TV14** and provide a 15 second, easily readable viewer advisory immediately prior to the beginning of the program, stating: "**Viewer Advisory:**

**The following program, identified as TV14, contains material which some viewers may find objectionable or inappropriate for children.” *Program providers must use the viewer advisory provided by K23TV without alteration.***

\*If my program contains any material that would cause it to be rated **TVMA** in accordance with the **TV Parental Guidelines of the TV Parental Guidelines Board** including graphic violence, explicit sexual activity, or crude indecent language, it will be scheduled to air between the hours of 1:00 a.m. and 4:00 a.m. and I will identify the program as **TVMA** and provide a 15 second, easily readable viewer advisory immediately prior to the beginning of the program stating: **“Viewer Advisory: The following program, identified as TVMA, is for mature audiences only, may be unsuitable for children under the age of 17 and contains material which some viewers may find objectionable.”** *Program providers must use the viewer advisory provided by K23TV without alteration.*

\*If my program contains potentially objectionable material identified as **Extreme Violence or Degradation** it will be schedule to air between the hours of 11 p.m. and 5 a.m. and I will identify the program as containing **Extreme Violence or Degradation** on the program contract and include a 15 second, easily readable viewer advisory immediately prior to the beginning of the program, stating: **“Viewer Advisory: The following program, identified as containing extreme violence or degradation, contains material which some viewers may find objectionable or inappropriate for children.”** *Program providers must use their viewer advisory by K23TV without alteration.*

2. I have fully adhered to K23TV’s Rules and Procedures, and have included a program credit no less than five seconds in length which displays my name in a legible font. I have provided credit information and sponsorship credit according to K23TVs Rules and Procedures.
3. My program does not violate ORS Section 163.665 to 163.690, ORS Section 167.060 to 167.095, or any other section of Oregon State Law relating to obscenity. I agree, further, to the extent allowed by law, to indemnify and save harmless K23TV, the City of Keizer and any of their employees, officers, Board of Directors, stockholders, etc., from any and all claims, demands, damages or other liabilities which may be made against or arise out of the cablecast of the program submitted by me whether or not the program has been reviewed by K23TV prior to cablecast. I am aware that Section 639 of the Federal Cable Communications Policy Act of 1984 provides that:

***Whoever transmits over any cable system any matter which is obscene or otherwise unprotected by the Constitution of the United States shall be fined not more than \$10,000 or imprisoned not more than 2 years, or both.***



4. Unless otherwise indicated, K23TV has my permission to make copies of my program for interested parties at K23TV's posted service rate, to schedule my program for additional time to meet channel needs, and to upload my program to KeizerTV.com at the Producer's discretion. K23TV has the right to make copies of my program for K23TV use. These warranties and representations are made by me in order that this program be cablecast free of charge on K23TV managed Public, Educational and Government (PEG) access channel(s). I accept full responsibility for the content of this program, and further warrant that I have the authority, as Program Provider, to submit this program for cablecast. I also understand that this program contract is subject to the Oregon Public Records Law and may be released as a public document.

**PROGRAM PROVIDER CONTACT INFORMATION:** K23TV reserves the right to refer members of the public to the Program Provider. Upon requesting information, a member of the public is entitled to the *on-file contact information* of a Program Provider. A Program Provider may designate telephone and email contact different than home contact information as long as the contacts are actively monitored and responded to. Upon submitting a public information request, a member of the public is entitled to copies of program or equipment contracts. The program provider, whose record is requested, is entitled to a copy of the public information request.

**IN SIGNING THIS CONTRACT, THE PROGRAM PROVIDER WARRANTS THAT S/HE HAS READ AND UNDERSTANDS THE K23TV RULES AND PROCEDURES.**

**SIGNATURE:**

---

---

**Printed Name**

---

**Address**

**Phone**

**Email**

***PARENT SIGNATURE IF MINOR:***

---

Special Instructions:

---

---

---



**Community  
Billboard**

930 Chemawa Road  
 P.O. Box 21000  
 Keizer, Oregon 97307-1000  
**Phone:** 503-390-3700  
**Fax:** 503-393-9437

General Information	Organization Information
Name: _____ _____ Home Address: _____ _____ Home Phone: _____ Email: _____ _____	Name: _____ _____ Address: _____ _____ Phone: _____ Website: _____ _____
Announcement Text (may attach your own announcement)	Announcement Information
_____ _____ _____ _____ _____ _____ _____ _____ _____	For more information, call: _____ _____ Start Date: _____ Stop Date: _____ K23TV has permission to acquire photos, logos and information from your website: YES ____ NO ____

The K23TV Community Billboard is available for public service announcements (PSAs). Eligible organizations and individuals may submit PSAs to promote local events and services. PSAs must be for non-profit purposes. Staff may edit announcements to fit the limited space on the screen.

**Eligibility:** The Community Billboard is available without charge to any Comcast Cable service area resident, within the city limits of Keizer on a first-come, first-served basis.

**Content requirements:** a) The announcement text should include: who, what, where and when. A contact phone number must be included, b) announcements must not include any advertising or material that promotes any commercial product or service, c) announcements may not contain solicitation, appeal for funds or event prices, but may state "For ticket information, call \_\_\_\_\_", and d) announcements may not use the K23TV phone number and may not use the words, K23TV or K-23 or Keizer TV.

**Procedure:** Submit completed Community Billboard form along with other announcement materials to K23TV via email or business address. . The person submitting an announcement must provide K23TV with their name, home address (P.O. Boxes are not acceptable), phone number and the name of the organization.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

# Recording Release

I, \_\_\_\_\_

*Please Print*

authorize the recording of my/my group's name, likeness, and performance on visual and/or auditory media to use and authorize others to use such recordings for commercial-free, community television on cable and internet websites. This may include audio/visual display for: general education, entertainment, contest entry, broadcast clips, internet streaming, duplication, and promotional purposes that are consistent with K23TV's current Rules and Procedures and its non-profit mission. I understand there will be no remuneration for any appearance or showing of this material.

SIGNATURE: \_\_\_\_\_

Authorized signature and title (parent or legal guardian if under 18 years)

DATE: \_\_\_\_\_

Name of Minor (if applicable): \_\_\_\_\_



**Non-Commercial  
Television  
Means**

930 Chemawa Road  
P.O. Box 21000  
Keizer, Oregon 97307-1000  
**Phone:** 503-390-3700  
**Fax:** 503-393-9437

**1. Products or services cannot be promoted**

This means:

- Not showing a product in a store, in its commercial packaging, or using posters that promote sales of a product or service including CDs, tapes or books.
- Not discussing where the viewer might find the product.
- Instead of asking an artist at which commercial venue they will be performing-- use a for more information phone number, website or email address--but remember these informational items are to be treated the same as sponsorship credits--see below. If your guest unexpectedly announces performance information at a commercial venue, the audio will have to be edited out.
- Not prominently displaying business names on the TV screen or to identify program location, including store fronts, except if the name is incidental to the background. Incidental means:
  - The name is no larger than 10% of the screen (*see drawing*)
  - You cannot get the shot any other way
  - If you can frame out the name, you must do so.

approx. <b>10%</b>		approx. <b>10%</b>
approx. <b>25%</b>		

*Exceptions: Non-profit organizations and government agencies may promote their services.*

**2. Solicitation of funds is prohibited.**

*Exception: Political candidates registered for election may solicit funds to be sent to a campaign office.*

**3. Sponsor Credits**

For every 30 minutes of program time:

- Up to 60 seconds of sponsorship credits are permitted, with no more than 15 seconds per sponsor.
- Sponsor logos may be used, sized no larger than 25% of the screen (*see drawing*.)
- Sponsor location and phone numbers may be used.
- Slogans may be used, but not with comparative words like best or better i.e. “the best pizza in the west” is not acceptable.
- A for more information phone number, website or email address is considered the same as a sponsor credit, and can only appear as a part of the sponsor credits. In other words, a for-profit or individual cannot run contact information throughout their program.