

STATEMENT OF COMPLIANCE  
FALLS CABLE ACCESS CORPORATION

1. I have read and am thoroughly familiar with FCAC Rules and Procedures. I agree to abide by those Rules and Procedures.
2. I am thoroughly familiar with the contents of the program material to be transmitted and agree that it will comply with the FCAC Program Policy such that it will not contain:
  - a. Obscene content defined as:
    - i. the average person, applying contemporary standards for the cable medium, would find the material, taken as a whole, appeals to prurient (sexual interest);
    - ii. the work depicts or describes, in a patently offensive way, sexual content specifically defined by applicable state law;
    - iii. the work, taken as a whole, lacks serious literary, artistic, political, or scientific value.
  - b. Commercial advertising.
  - c. Any lottery, or any advertisement or information concerning any lottery.
  - d. Any promotional material concerning products or services presented for the purpose of any solicitation of money or other things of value unless specifically exempted under terms of this document.
  - e. Political endorsements or opposition during pre-election (Filing of candidacy to election) time frame.
  - f. Any material which constitutes libel, slander, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright, or which might violate any local, state or federal laws.
  - g. Any material which solicits or promotes unlawful conduct.
3. I have obtained or, before the programming material is transmitted, I will obtain, all approvals, clearances, licenses, etc. for the use of any program material which I transmit including but 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 transmit program material over the FCAC channels.
4. I assume full responsibility for the content of all program material transmitted and will insure that such program material will not violate any rights of any third party.
5. I understand that FCAC will provide the name and contact phone number of the program producer to FCAC cable channel viewers who request such information for feedback on the program.
6. I indemnify and hold harmless Falls Cable Access Corporation, its Directors, Officers and staff, against any claims arising out of any use of the program material that I transmit or any breach of this statement of compliance, including but not limited to any claims in the nature of libel, slander, invasion of privacy or publicity right, non-compliance with applicable laws and unauthorized use of copyright material. I understand that I may be criminally or civilly liable for performing or producing such material which is transmitted.
7. I agree that I shall not represent myself or any other person involved in community access productions as an employee, representative or agent of FCAC or Time Warner Cable, or its facilities.
8. I agree to pay the costs of any repair or replacement of equipment or materials resulting from damage, misuse or theft while such equipment or materials are in my possession or control. I understand the penalties if I do not return equipment or materials on time.
9. As an access producer, I shall not use FCAC channels, equipment or facilities for any financial gain or other commercial purposes. I understand that the programming produced with FCAC equipment or facilities must appear on the FCAC channels.
10. I understand that false or misleading statements made in this application are grounds for forfeiture of the right to use FCAC public access equipment and facilities.

After acceptance by FCAC management, this application is non transferable. Initial here to acknowledge 2<sup>nd</sup> signature page \_\_\_\_\_

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DATE

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FCAC APPROVAL

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SIGNATURE OF APPLICANT

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SIGNATURE OF PARENT/SPONSOR FOR PRODUCERS UNDER 18  
(ACCEPTS RESPONSIBILTY FOR MINOR PRODUCER)

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APPLICANT'S PRINTED OR TYPED NAME

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PARENT/SPONSOR ADDRESS

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APPLICANT'S ADDRESS

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PARENT/SPONSOR CITY, STATE, ZIP, PHONE  
PHONE

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APPLICANT'S CITY, STATE, ZIP,