

Community Programming Rules and Regulations

Introduction

The following rules and regulations apply to all people and entities using the North Metro TV (NMTV) facilities and equipment in the North Metro Telecommunications Commission (NMTC) franchise area. The NMTC may amend these rules and regulations, in its sole discretion, and any such amendments shall become effective and shall apply to all members upon their adoption by the NMTC. All NMTV members are expected to be familiar with and to follow these rules and regulations, as they may be amended from time to time.

Membership Requirements

In order to utilize NMTV equipment and facilities you must become a member of the organization. (Membership is not required for staff supervised volunteer work on van shoots.) You are automatically a member if one or more of the following criteria are satisfied:

- You are a resident of Blaine, Centerville, Circle Pines, Ham Lake, Lexington, Lino Lakes, or Spring Lake Park (the NMTC franchise area).
- You are representing an educational or government access entity in the NMTC franchise area.
- You are representing a business in the NMTC franchise area.

If you are none of the above, you can become a member in the following manner:

- Pay an annual membership fee
Non-Resident Individual: \$75
Non-Resident Organization \$150
- Perform volunteer work to be arranged by staff

Membership fees and volunteer work must be paid or completed before membership privileges are granted.

Membership benefits include use of the NMTV facility and EFP equipment (within guideline restrictions), and attendance at video production classes.

Due to the limited amount of equipment and staff time available to NMTV users, the following priorities and limits have been set:

1. All equipment is scheduled on a first-come, first-served non-discriminatory basis. Certified individuals may make reservations up to two (2) months in advance.

2. Maximum amount of time for which equipment may be reserved by an individual or group:

Studio: (6) hours per week
Editing: (12) hours per week
Portable Equipment: (48) hours per week

3. NMTV members may use equipment beyond their reserved time if no one else has time reserved in the following time block, upon staff approval.
4. NMTV members may get time in addition to their weekly allowance if they call no more than a day in advance, and it is available.

Certification

1. An NMTV member must be certified as proficient with NMTV production equipment before being allowed to check out portable equipment or schedule studio or editing time.

There are two ways to become certified:

- Take one of NMTV's regularly scheduled classes; or
- Make an appointment with NMTV staff and demonstrate proficiency

A member will then be issued a membership card. When using NMTV equipment, this card must be shown to a staff member upon request.

2. If an individual has not used NMTV equipment within a year prior to requested usage, they must be re-certified.
3. The NMTV member checking out equipment will be responsible for that equipment.

Reserving Equipment

1. All equipment must be reserved at least 24 hours (but not longer than two months) prior to its intended use. Exceptions to reservation deadlines will require approval of NMTV staff.
2. Members must adhere to all scheduled reservation time limits and must call if they will be more than 15 minutes late. Failure to adhere to reservation time limits may, without prior notification, result in the following disciplinary action being taken:

- First Offense - A verbal warning
 - Second Offense - A written warning signed by a member of the NMTV staff and the member
 - Third Offense - A 30-day suspension if the offense is within 90 days of a written warning
 - Fourth Offense - A 90-day suspension if the offense is within 90 days of the last day of a 30-day suspension
3. Members should call if they will be more than 15 minutes earlier than their scheduled time since the equipment may not be available to them if already scheduled to another member for that period.

Use of Equipment

1. Members are expected to use all NMTV equipment with care and are responsible for all lost equipment and damage to the equipment except for normal wear and tear.
2. The equipment is to be used only to produce non-commercial programming and data files, regardless of format or technology for: (i) cablecasting, webstreaming, displaying or other transmission, regardless of format or technology, on the community access channels, the internet, or an NMTV website; or (ii) storage, uploading, hosting and/or playback on NMTV media devices. Commercial rental rates will be charged if it is found that the equipment has been used for profit making or non community programming purposes.
3. NMTV equipment is not to be interfaced with any other equipment without prior approval of the NMTVC staff.
4. NMTV equipment is to be operated only by certified members. Persons not certified are prohibited from using the equipment.
5. There is to be no unauthorized repair of equipment by a member. Any damage to NMTV equipment or facilities must be promptly reported.
6. The charge to the member for any lost or damaged equipment will be determined on a replacement cost or parts and labor basis, as appropriate.

7. When at NMTV on community television business, members will confine themselves to designated programming areas. Members will use the master control room in the company of a NMTV employee only. Phones are to be used only with permission.
8. Prior to their attendance at certification classes, members under the age of 18 must have a Parental Responsibility Form signed by an adult who agrees to assume responsibility for the minor's use, before they will be allowed to use any equipment. Anyone under the age of 16 must have a parent accompany them to the introductory class.
9. An adult must be present and sign an Equipment Responsibility Form when anyone under the age of 16 is using the studio or checking out portable equipment.
10. It is expected that use of NMTV equipment or facilities will result in programming or a data file that can be cablecasted or transmitted on a community access channel in the NMTC franchise area, stored on a NMTV media device, and/or webstreamed, uploaded, downloaded, displayed or otherwise transmitted on any NMTV website(s) and the internet. Any programs and data files completed must be submitted for cablecasting, webstreaming or other transmission by NMTV or downloading by the public, and all members must provide NMTV with necessary and appropriate rights, licenses, clearances, and authorizations to perform such cablecasting, webstreaming, hosting, uploading, downloading or transmission, regardless of the format or technology utilized. By using NMTV's equipment and facilities, acknowledging these rules and policies and/or executing these rules and policies, a member grants: (i) the public the right to download a member's programming or data file from the Internet and/or any website or media device owned or operated by NMTV; and (ii) NMTV and its staff any necessary or appropriate right, license and /or authorization to upload and download a member's data files and programming from a website, media storage device or the Internet and to cablecast, webstream or otherwise transmit a member's programming or data files on a video channel, cable system, website and/or the Internet, regardless of the technology or format utilized. Members shall remain solely responsible for obtaining all necessary rights, licenses, releases and authorizations for all content included in their programming and data files.

Portable Equipment

1. When checking out and checking in, equipment must be set up and a test recording made.

2. Members should keep and refer to the equipment checklist received when checking equipment out. The member will be held responsible for all the equipment on this list.
3. Members should never identify themselves as a NMTV employee when using equipment.
4. All checked out equipment is the sole responsibility of the signed member. The individual checking out the equipment, must also be the individual returning the equipment, unless alternate arrangements are made at the time of check out. Only certified members can check out or return equipment.

Studio and Editing

1. Members are required to check in and check out with staff and must sign a Responsibility Form before using the studio or editing equipment.
2. The studio and editing suites must be put in order before check out time.
3. Props, sets, costumes, etc. may be stored at NMTV with approval of staff, but they may be made available to other members.
4. NMTV assumes no responsibility for any props stored at their facilities.
5. Copyrighted and trademarked items, logos, organizational symbols, emblems and other materials or works of authorship may not be used without permission of the owners.

Storage Media

1. Tapes, DVDs and other video/data storage devices provided by NMTV must stay in the building except when checked out with the portable equipment.
2. Tapes, DVDs and other video/data storage devices furnished by NMTV are assigned an open date (approximately 30 days after being recorded) after which time they may be erased. It is the member's responsibility to know this date and to contact staff if they feel an extension is needed.
3. If NMTV has supplied the tape, DVD or video/data storage device for the master of a member's program or data file, NMTV retains ownership of the master tape, DVD and/or video/data storage device. NMTV can, at its

discretion, erase a program on its videotape, DVD and/or video/data storage device in order to recycle the videotape, DVD or storage device.

4. Blank video tapes and DVDs will be available for sale by NMTV.

Completed Programs

1. All content is the responsibility of the producer. However, NMTV reserves the right to view any program or data file to determine whether the theme and content of the program/data file are consistent with the description of the program/data file provided by the producer member and to determine whether the program/data file violates any NMTV rules. If it is determined that any of the rules are violated, the member will be asked to remove the portion(s) of the program/data file which would constitute the violation. If the member refuses to remove the material which constitutes the violation, the program/data file will not be stored, hosted, cablecast, webstreamed, uploaded or otherwise transmitted by NMTV.

The member may request a review of NMTV's decision by the NMTC. Upon approval of the NMTC, the member's program and/or data/file will be stored on NMTV media devices, cablecast, webstreamed, hosted or transmitted, as appropriate. The viewing of a program or data file by NMTV or the NMTC will not relieve the member from any responsibility for the content of the program or data file.

2. The program must be technically suitable for cablecasting, webstreaming, storage, uploading, downloading and/or hosting, as determined solely by NMTV staff, and a member must fill out a compliance form before a program can be cablecast, stored, hosted, webstreamed, uploaded, downloaded or otherwise transmitted by NMTV. NMTV staff will inform members of any required technical specifications for programming and data files. NMTV may, in its sole discretion, alter the format of a program/data file to make it compatible with technology used by NMTV or to address signal quality issues. Members understand and agree such action shall not make NMTV or the NMTC responsible for the content of a program, composition, performance, data file or work of authorship.
3. All programs and data files must be accurately timed and have at least thirty seconds of black at the end. Programs and data files may be pulled from playback or transmission if inaccurate times are given, resulting in "dead" air.
4. Videotape/DVD/storage device delivery and return is the responsibility of the NMTV member. NMTV does not provide long term tape/DVD/media

device storage. Tapes/DVDs/storage devices must be retrieved by the member within 90 days of drop-off or they will be recycled or thrown away.

5. Upon determination by the NMTV Executive Director that the program/data file subject material offered by member may offend some viewers and may not be appropriate for young viewers due to mature content, the following announcement may precede and/or appear during breaks in cablecast, webstreaming, downloading or other transmission of that program/data file:

“The following program is considered to be of a mature theme and therefore may be considered to be offensive to some viewers. Viewer/parental discretion is recommended.”

The NMTC reserves the right to schedule the transmission, playback, uploading, hosting and/or webstreaming of programs/data files at the discretion of staff.

6. In the event of poor technical quality that is not severe enough to result in the prevention of cablecasting, webstreaming, uploading, downloading, hosting or other transmission, but may cause viewer concern, the following announcement might be shown prior to the program/data file with additional information as to the specific problem during breaks in the program:

“The viewer may find the technical quality of some portions of the following program unsatisfactory.”

7. All members are required to make all necessary arrangements with NMTV and obtain required clearances from broadcast stations, networks, sponsors, music and licensing organizations, performers’ representatives, authors, composers, and any and all other persons or entities as may be necessary to transmit, cablecast, host, upload, download, and/or webstream the member’s program material/data file over or on the community channels, the cable system, an NMTV website and/or the Internet.

Program producer(s) shall be fully responsible for any disputes arising out of the program/data file contents to be produced, including infringements of copyrighted materials. Although very rare, it is possible that in the production of program(s) laws may be violated or injury may be caused. Since the producer(s)/data file(s) will be in control of the production, and the NMTC and its Member Cities will not assume any control of the production, it is necessary that producer(s) take full responsibility for the production of program(s)/data file(s). Producer(s) shall agree to indemnify and hold harmless the NMTC and its Member Cities (including their employees,

agents, directors or officers) from any liability, death or bodily injury, costs, damages, penalties, losses, fees or other injury (including cost of defense) which may result from any production.

8. NMTV shall prohibit the presentation of programming involving the following:

- Any unlawful lottery or gift enterprise material
Any promotion, contest, or other program that involves the elements of prize, chance, and consideration or any program declared an unlawful lottery under local, state or federal law.
- Obscene material
Any material which the average person, applying contemporary community standards finds the dominant theme of the material taken as a whole appeals to prurient interests or any material defined as obscene under applicable local, state, or federal laws.
- Advertising material
Any material designed to promote the sale of commercial products or services, or the solicitation of donations, remuneration, or barter. This prohibition does not apply to sponsorships that satisfy the criteria set forth below.
- Defamatory Material
Any material used to slander or libel any individual or group

9. Sponsorships will be defined as money, goods, or services provided to a program producer by a third party, other than the NMTC or NMTV, for which acknowledgment is made at the end of the program. Such sponsorship is not to be a direct payment to the producer for his/her time. Any acknowledgment of sponsorships may include only the name and/or logo of the sponsor, website/uniform resource locator (url) address, telephone number, physical address, email address, and/or picture of the sponsor with a statement such as: "This program was made possible (in part) by (3M of Minnesota.)" Each sponsor can receive one acknowledgement per program. Each acknowledgment shall last no more than ten (10) seconds. There can be no more than a total of one minute of sponsorship spots per program. A program producer shall ensure that it has obtained all necessary authorizations from a sponsor for the use of the sponsor's name, address, and/or intellectual property (e.g., copyrighted materials, trademarks and service marks) in a sponsorship acknowledgement, from any underlying rights holders (e.g., copyright holders of images included in a sponsorship acknowledgement), and from any persons pictured or depicted in an acknowledgement. Upon request, a program producer shall furnish NMTV staff with evidence that all

necessary authorizations have been obtained and NMTV staff may determine whether the proffered evidence is adequate, its sole discretion. The content of a sponsorship acknowledgement is subject to the rules, requirements, limitations, policies, remedies and indemnification provisions set forth in these Community Programming Rules and Regulations. NMTV may refuse to transmit, cablecast, host, upload, download, and/or webstream a member's program material/data file over or on the community channels, the cable system, an NMTV website and/or the Internet if the program material/data file contains a sponsorship acknowledgement (or other material) that does not satisfy the requirements herein. A member may appeal NMTV's decision to the NMTC as provided in these rules and regulations.

The program and sponsorship credit may not contain comparative or qualitative language about the sponsor or its product or services; may not mention price; and may not include any content the purpose of which is to motivate a viewer to purchase a service or product.

Programs may not prominently feature logos outside of sponsorship acknowledgements. Incidental display of logos, such as those that appear in the background of a street shot or sporting event may be allowed.

10. NMTV will not edit, or alter in any way, the content of any program/data file submitted for cablecast, webstreaming, hosting, uploading, downloading, storage on a NMTV media device or transmission on the community channels, the Internet or a NMTV website. Any editing that is required in order to comply with these rules must be done by the community producer.
11. Every effort will be made to play back, transmit, upload and/or webstream a program/data file at a requested time but the time cannot be guaranteed.
12. Series programming may be scheduled in the following manner:
 - Members must sign a series contract, if the program is to play at the same time, on the same day, each week.
 - The series contract may allow the member's program to play once a week, in the same time slot, for a period of one year.
 - Providing compliance with the Series Contract, and dependent on space availability, one weekly playback spot per program can be guaranteed.
 - The contract will require a certain number of programs be submitted each month.
 - If a member violates the contract, their time-slot will be made available to other members.

- When a contract is up for renewal, the time-slot becomes available to other members.
 - If no other member requests the time-slot, the previous member can renew their series contract for an additional year.
 - No single member or member organization can contract for more than three series spots at any one time.
 - Programs must be in the possession of programming staff at least 24 hours before they can be scheduled for playback.
13. Programs meeting all guideline criteria will be played on the community channel at least once, will be webstreamed at least once and/or uploaded and hosted on an NMTV website, at the discretion of NMTV staff.
14. Staff may play, transmit, webstream or otherwise display or perform any program or data file submitted for playback any number of times at their discretion.
15. If a finished program/data file meets all playback, transmission, uploading, webstreaming and/or hosting guidelines, members may make up to five DVD copies, or one videotaped copy, of their program for free. Members must supply the DVDs or tape. There is a \$20 charge for each additional copy.
16. Programs/data files that have not been produced with NMTV equipment must be submitted for playback, transmission, storage, hosting, uploading, downloading and/or webstreaming by a system resident. Non-residents must have a local (resident) sponsor for their program/data file before it can be scheduled for playback, transmission, webstreaming, uploading, downloading, hosting and/or storage.

Suspension of NMMC Privileges

Unless otherwise stipulated, three (3) violations of the above rules and regulations will result in a loss of all access privileges for up to one (1) year. A single violation of the more serious rules and regulations per the Executive Director's discretion may result in immediate suspension of all privileges for up to six (6) months. Failure to deal with the staff in a straight-forward, truthful and courteous manner will also be considered a violation of the above rules and regulations. Suspension of privileges may be appealed through the NMTC office at 763-231-2801. The decision of the NMTC shall be final.

Amended 9/16/09