

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.)

Resident Membership

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 entity in the NMTC franchise area.
- You own a business located in the NMTC franchise area.

Membership Includes

- Complete use of all NMTV publicly available equipment and facilities, including the two production studios, three edit suites, and check out equipment (cameras, microphones, lights, etc).
- All programs/videos must be submitted for air on cable channel 14. You may also air/post your programs/videos wherever else you want, like YouTube.
- You may also submit programs/videos for air on channel 14 that were produced outside of NMTV.
- Programs/videos may not be commercial in any way and may not be used to raise or solicit funds, regardless of non-profit status.

Nonresident Memberships

If you are none of the above, you can become a member through one of these membership tiers:

Public Access (Non-Local Resident) Membership

- \$20 per month or \$200 per year

Membership Includes

- Complete use of all NMTV publicly available equipment and facilities, including the two production studios, three edit suites, and check out equipment (cameras, microphones, lights, etc).
- All programs/videos must be submitted for air on cable channel 14. You may also air/post your programs/videos wherever else you want, like YouTube.
- You may also submit programs/videos for air on channel 14 that were produced outside of NMTV.
- Programs/videos may not be commercial in any way and may not be used to raise or solicit funds, regardless of non-profit status.

Fundraising/Non-Profit Membership

- Local organization: \$100 per month or \$1,000 per year
- Non-local organization: \$300 per month or \$3,000 per year

Membership Includes

- Includes complete use of all NMTV publicly available equipment and facilities, including the two production studios, three edit suites, and check out equipment (cameras, microphones, lights, etc).
- Programs/videos may be used to raise or solicit funds, providing the organization is a non-profit entity (ST3 must be provided for proof of non-profit status).
- Programs/videos cannot air on cable channel 14, but may be posted on YouTube, Facebook, your website, or anywhere else you like.

Commercial Membership

- Local resident or organization: \$250 per month or \$2,500 per year
- Non-local resident or organization: \$600 per month or \$6,000 per year

Membership Includes

- Includes complete use of all NMTV publicly available equipment and facilities, including the two production studios, three edit suites, and check out equipment (cameras, microphones, lights, etc).
- Programs/videos may be used to advertise, sold, or otherwise used commercially.
- Programs/videos cannot air on cable channel 14, but may be posted on YouTube, Facebook, your website, or anywhere else you like.

Scheduling

Due to the limited amount of equipment and staff time available to NMTV members, 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
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 should call if they will be more than 15 minutes late for their appointment. Failure to call may result in the room/equipment being assigned to another member.
3. Members must adhere to all scheduled reservation time. 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

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. Public Access level members may only use the equipment 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 membership 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 by NMTV staff.
7. When at NMTV on community television business, members will confine themselves to designated programming areas. 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 introductory class or meeting.

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 media 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 media 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 media 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 media from a website, media storage device or the Internet and to cablecast, webstream or otherwise transmit a member's media 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 media and data files. This provision is waived for Non-Profit and Commercial membership levels.

Portable Equipment

1. Members may request an equipment checklist when checking equipment out. The member will be held responsible for all the equipment on this list.

2. Members should never identify themselves as a NMTV employee when using equipment.

3. 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 checkout. 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 checkout 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.
6. Studios and editing suites must be vacated no later than NMTV's posted closing time.

Storage Media

1. All portable hard drives and other media/data storage devices provided by NMTV must stay in the building except when checked out with the portable equipment.
2. Files stored on NMTV hard drives may be erased after four months of inactivity. It is the member's responsibility to know this date and to contact staff if they feel an extension is needed.
3. Blank-DVDs and thumbdrives 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 and the producer will be required to pay the appropriate rates for a Commercial Membership.

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 cable casting, 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 media and data files must be accurately timed. Media and data files may be pulled from playback or transmission if inaccurate times are given, resulting in "dead" air.
4. Media delivery and return is the responsibility of the NMTV member. NMTV does not provide long term media 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 media offered by a 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 said media:

"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.
8. 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.
9. 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.
10. 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 at the discretion of NMTV staff.

11. NMTV will not edit, or alter in any way, the content of any media 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 member.
12. 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.

13. 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 timeslot, 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.

14. 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.

15. 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.

16. Media/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 either be station members in good standing or have a local (resident) sponsor for their media/data file before it can be scheduled for playback, transmission, webstreaming, uploading, downloading, hosting and/or storage.

Suspension of NMTC 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 8/13/2021