



STATEMENT OF COMPLIANCE

A. I have read and agree to comply with the CreaTV San Jose Policies and Procedures. I acknowledge that the Policies and Procedures may be amended from time to time by CreaTV San Jose. All such amendments shall be posted at the CreaTV San Jose office. I certify that I am eligible to use CreaTV San Jose's facility and channels because I am either a resident of San Jose or I represent a non-profit or business that serves San Jose residents. *Producers from the Comcast Community Channel who reside in Campbell and were producing content as of the July 1, 2008 transition to CreaTV San Jose, are grandfathered in to use the facility and channels.*

B. Program material that I will record and/or submit for cablecast will not contain:

1. Material primarily designed to promote the sale of commercial products or services.
2. The solicitation or appeal for funds for any commercial purpose.
3. Material that constitutes or promotes any lottery or gambling enterprise.
4. Obscene material, which is defined by the U.S. Supreme Court in *Miller v. California*, 413 U.S. 15, 24 (1974): "A work which, taken as a whole, (1) appeals to the prurient interest, (2) depicts or describes sexual conduct in a patently offensive way, and (3) lacks serious literary, artistic, political, or scientific value." CreaTV San Jose (its Board, agents, and employees) is not authorized to determine whether or not a program is obscene.
5. Material that constitutes libel, slander, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright, or that might violate any local, state, or federal law.
6. "Hate speech" or "fighting words," which are defined by the U.S. Supreme Court as "those, which by their very utterance inflict injury or tend to incite an immediate breach of the peace."

C. I assume full responsibility for the content of all program material cablecast and will ensure that such program material will not violate any right of any third party. I understand that CreaTV San Jose will not prescreen or exercise prior restraint over my program, but if I violate third party policies and rules, they have the authority to pull my program from playback pending review.

D. I have obtained or, before the program material is distributed, will obtain all required approvals, clearances, licenses, etc. for the use of any program material I submit for distribution, including but not limited to approvals by broadcast stations, networks, sponsors, music licensing organizations, copyright owners, performers' representatives, all persons appearing in the program material, and any other approvals that may be necessary to transmit program material over the channels managed by CreaTV San Jose and the internet. I will submit copies of such clearances to CreaTV San Jose.

E. I agree to grant to CreaTV San Jose non-exclusive unlimited rights to cablecast or to post on the web any program I submit. I also agree to grant to CreaTV San Jose the right to use all or part of my program for promotional purposes without any remuneration to me. CreaTV San Jose may retain copies of content that I submit. I understand that CreaTV San Jose is not responsible for loss of or damage to any such video/DVD I submit.

F. I agree to indemnify, defend and hold harmless CreaTV San Jose, the Charles Davidson Building, the City of San Jose, and its respective directors, officers, agents, and employees from and against any and all claims or other injury (including reasonable cost of defending claims or litigations) arising from or in connection with

claims of loss or damage to person or property arising out of the failure to comply with CreaTV San Jose Policies, any applicable laws, rules, regulations, or other requirements of local, state, or federal authorities, for claims of libel, slander, invasion of privacy, personal injury, or infringement of common law or statutory copyright, for breach of contract or other injury or damage in law or equity which claims result from the use of CreaTV San Jose channel space, facilities, equipment, or other resources.

G. I understand that CreaTV San Jose encourages me to obtain a homeowner's or renter's insurance policy that includes liability coverage to protect me in the event of a claim or litigation against me as a result of my use of CreaTV San Jose channel space, facilities, equipment, or other resources.

H. I agree that I shall not represent myself or any other person involved in public or educational access programming activities as an employee, representative, or agent of CreaTV San Jose.

I. In my use of CreaTV San Jose channels, equipment, facilities, or resources, I agree to comply with all applicable rules and regulations of federal, state, or local governments and all other regulatory agencies, including the Federal Communications Commission.

J. 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, normal wear and tear excepted.

K. I understand that programming produced using CreaTV San Jose equipment or facilities must be cablecast at least once on a channel managed by CreaTV San Jose prior to being screened elsewhere.

L. I understand that false or misleading statements made in the Statement of Compliance or in the Program Submission Form are grounds for forfeiture of the right to use CreaTV San Jose channel space, facilities, and equipment.

M. I understand and agree that I am an independent contractor and that no relationship of employer- employee or principal-agent exists between CreaTV San Jose and myself.

N. Any waiver or any breach of this Statement of Compliance shall not waive any continuing or other breach of the same provision or any other provision of this Statement of Compliance.

O. Should a dispute arise between parties with respect to their rights and duties under this Statement of Compliance, the prevailing party in such dispute shall be entitled to recover its attorney's fees and cost incurred in connection therewith. Prior to the filing of any action, the producer agrees to enter into discussion with CreaTV San Jose management for the resolution of disputes through informal grievance proceedings.

P. This Statement of Compliance is non-transferable.



STATEMENT OF COMPLIANCE SIGNATURE FORM

I have read and understand the Statement of Compliance.

Name

Phone Number

Title of show (if applicable)

Street Address, City, State, Zip Code

Signature of Applicant

Date

Signature of CreaTV San Jose Representative

Date

I certify that I am the parent or guardian of the above applicant, _____, a minor under the age of eighteen years. I hereby agree to assume legal responsibility for his/her activities referred to in this Statement of Compliance.

Signature of Applicant's Parent/Guardian

Date

Address of Parent/Guardian (if different)

Phone # (if different)