



# Nā Leo TV

Community Access Television

## NĀ LEO TV CABLECAST AGREEMENT FOR PRESENTERS

By signing below, you agree to abide by these terms for as long as you present programs to NLTV:

1. I am thoroughly familiar with the content of the program material submitted for cablecast and/or Internet streaming or archiving of any kind and agree that it complies with applicable federal and state statutes and regulations with regard to cable programming and Internet streaming. The Program does not contain: material which is obscene; material which is intended to mislead or obtain money by false or fraudulent pretense; material which is related to any libelous or slanderous; material which violates any copyright or trademark of any third party; material which contains any direct appeal for funds, support or property of value; material which promotes, endorses or refers to any business, service or product for which economic consideration was received; and/or material which is designed or intended to promote the sale of commercial products, trade or services.
2. I have obtained all approvals, clearances, licenses, et cetera, which are needed for the Program. This includes, but is 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 cablecast the Program and stream it via the internet.
3. I have paid, or will timely pay, all financial obligations (including residuals, union fees, license fees, etc.), owed to third parties in connection with the creation, cablecast, and Internet stream of this Program.
4. I understand that Nā Leo TV will not view the Program before it is distributed. I understand that I am responsible for the content of the Program and ensuring that the Program can be legally distributed. If any legal liability of any kind is caused by distributing the Program (including cablecasting and internet streaming and archiving), I understand that it is my liability, not Nā Leo TV or anyone else associated with the distribution. I agree to indemnify and hold harmless The State of Hawai'i, Oceanic Time Warner Cable, Nā Leo O Hawai'i Community Television and their agents, employees and representatives (indemnities) from any and all liability and injury (including reasonable attorney fees and costs incurred in defending claims and potential claims, civil or criminal) arising from, or in connection with the Program, including but not limited to: alleged violations of laws, rules, regulations or other requirements of local, state and federal authorities; claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; claims for unauthorized use of any trademark, trade name or service mark or the like; alleged breaches of contractual or other obligations owing to third parties; and criminal charges or threatened criminal charges against indemnities or any of them. This provision is limited by Nā Leo TV's policy concerning liability for attorney's fees in connection with obscene or defamatory material.
5. I recognize that Nā Leo TV has not, and will not, endorse or approve the Program. I also understand that false or misleading statements made on this application are grounds for forfeiture of the privilege to use Nā Leo TV production equipment, facilities and access channels and various Nā Leo TV services, as more fully set forth in Nā Leo 'O Hawai'i policies, rules and procedures.
6. I have read and am thoroughly familiar with the rules and procedures for the use of Nā Leo TV's transmission services and agree to abide by them. I hereby grant Nā Leo TV permission to reproduce and transmit the Program at Nā Leo TV's discretion. Nā Leo TV may air the Program via any medium for a period of three years with unlimited scheduling. I hereby grant Nā Leo TV permission to copy the Program and to take excerpts, totaling no more than five minutes, for use in Nā Leo TV samplers of Nā Leo TV's programming and social media outreach, except when negotiated otherwise. Any such negotiations shall be mutually agreed upon and confirmed in writing.
7. I agree that any damage or loss to the program matter submitted by me even though due to negligence or other fault of Nā Leo TV, its agents, employees, representatives, and affiliates will only entitle me to a like amount of blank DVDs. Except for such replacement, the acceptance of DVDs is without other warranty or liability and recovery for any incidental or consequential damages is excluded.
8. I understand that DVDs left longer than 30 days from the time I am contacted to pick-up my DVD(s) will be recycled.
9. I understand that my contact information below will be made available to the public in connection with the Program.
10. Please check all applicable blanks below:  
 I am a resident of Hawai'i Island. If you are not a resident of Hawai'i Island, you must have a local Hawai'i Island sponsor.  
 I am 18 years of age, or over. If you are under 18, this form must be signed by a parent/legal guardian.

***I have read, understand and agree to abide by the above policies.***

**Name of Producer:** (Print) \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Representing Organization Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Home:** \_\_\_\_\_ **Office:** \_\_\_\_\_ **Cell:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email** \_\_\_\_\_

*The contact information must agree with the information in Nā Leo TV's database and may be given out upon request. If the Copyright Holder is different, attach a permission letter with the contact information.*

### **PROGRAMS CAN BE MAILED TO:**

Nā Leo TV – Programming Department • 91 Mohouli Street, Hilo, Hawai'i 96720

Telephone: Hilo (808) 935-8874 Fax: (808) 961-3621

REVISED on 06/24/2016