

# **PUBLIC ACCESS POLICIES AND PROCEDURES**

ADOPTED BY THE  
BOARD OF DIRECTORS  
November 9, 1994

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## I. INTRODUCTION

The purpose of Nā Leo TV (NLTV) is to plan, design, manage, and promote the creation, production, and cablecasting of non-commercial television programs by and for Hawai'i Island residents, community organizations, educational institutions, and governmental agencies.

NLTV provides a range of services, including:

- scheduling and playback of programs,
- training courses in basic video production,
- video cameras and production equipment for use in the studio or in the field,
- editing equipment for use at the facilities.

There is no charge for playback of programs or use of video production facilities (equipment, editing suites, and studio). However, there is a fee for becoming a certified external producer, which includes online training classes which are mandatory before using the production facilities and equipment.

The designated public access television channels are Spectrum television cable channels 53, 54, and 55. These channels are also streamed on the internet via NLTV's website, [www.naleo.tv](http://www.naleo.tv). The website has a video on demand page where many public access programs can be viewed any time.

Nā Leo `O Hawai'i is a nonprofit corporation governed by a Board of Directors representing Hawai'i Island. Meetings of the Board are open to the public. Contact staff for more information.

NLTV is supported by payments from Spectrum systems and is under contract with the State of Hawai'i Department of Commerce and Consumer Affairs.

### **NLTV Hilo location:**

91 Mohouli Street, Hilo, HI 96720

Telephone: 808-935-8874

Fax: 808-961-3621a

**Office Hours:** M-F 8AM-5PM.

**Hilo Production Hours:** M-F 9AM-6PM.

### **NLTV Kailua-Kona location:**

73-4855 Kanalani Street, Kailua-Kona, HI 96740

Telephone: 808-329-9617

Fax: 808-329-9630

**Facility Hours:** M-F 8AM-5PM.

**Kona Production Hours:** M-F 8:30AM-4:30PM

Both NLTV facilities are closed on State and Federal holidays.

These Policies and Procedures govern the operation of NLTV facilities and the public access channels. Clients must agree to abide by them by signing the Statement of Compliance or Cablecast Agreement forms. **NLTV reserves the right to modify these Policies and Procedures at any time.**

## **II. GENERAL SERVICES AND ELIGIBILITY**

### **Video program playback:**

Four types of clients may submit video programs for playback on NLTV's access channels.

- **NLTV Producers** are clients certified with Nā Leo TV to use NLTV equipment, studios, or edit bays and are Hawai'i Island residents. To be eligible for certification, clients must provide proof of local residency (driver's license, utility bill, or similar document) or a local student ID. NLTV Producers also have the ability to become a "series" producer with time slots for new shows that they generate weekly, bi-monthly, or monthly. To keep their certification, every twelve months NLTV Producers must submit a new program that utilized NLTV video or editing equipment. See "Section VI. Training and Certification" for more details. NLTV Producers must abide by all the Policies and Procedures of Nā Leo TV, sign the Statement of Compliance, and must complete a "Playback Request Form for NLTV Producers/Presenters" for each submitted show.

- **NLTV Student Producers:** Clients under the age of 18 are eligible to be trained in the NLTV Student Producer Program. Clients under the age of 18 are eligible for certification in our student program if a parent or legal guardian over the age of 18 accompanies them at all times and agrees in writing to take legal responsibility for their actions and reimburse NLTV for any damages to equipment or facilities. To be eligible for certification, clients must provide proof of local residency (driver's license, utility bill, or similar document) or a local student ID. To keep their certification, every twelve months NLTV Student Producers must submit a new program that utilized NLTV video or editing equipment. NLTV Producers must abide by all the Policies and Procedures of Nā Leo TV, sign the Statement of Compliance form, and must complete a "Playback Request Form for NLTV Producers/Presenters" for each submitted show. NLTV Student Producers must have one parent or legal guardian co-sign the Statement of Compliance. This parent or legal guardian will then be authorized to reserve a camera or studio on behalf of the NLTV Student Producers. Unless parents or legal guardians are certified NLTV Producers, they are not allowed to operate equipment other than microphones.

Non-certified clients may submit video programs for playback on the access channels. When clients do this, they may be classified as either NLTV Presenters or Hawai'i Island Presenters, based on the following criteria:

- **NLTV Presenters** are former producers who have not retained certification status as a NLTV Producer within a period of 2 years but still submit programs to Nā Leo TV using their own equipment. NLTV Presenters may have a series but cannot access NLTV facilities and equipment unless they are recertified. NLTV Presenters must be local residents, their shows must conform to all the Policies and Procedures of NLTV, they must complete a "Playback

Request Form for NLTV Producers/Presenters” for each show submitted, and they must have a signed Cablecast Agreement form on file. A NLTV Presenter’s status could change to a Hawai‘i Island Presenter if they do not submit a program within 12 months using their own equipment. To regain the status of NLTV Presenter, a person would need to get recertified as a NLTV Producer and then submit programs conforming to NLTV guidelines at least once a year using their own equipment.

- **Hawai‘i Island Presenters** are clients who submit programs completely created with outside resources. NLTV welcomes local presenters with proof of residency to submit programs for viewing on our channels. Programs submitted by Hawai‘i Island Presenters shall conform with all policies and procedures of NLTV. Non-resident presenters (i.e., mainland and off-island residents) can only submit shows as long as they have a sponsor who provides proof of local residency (driver’s license, utility bill, or similar document) or a local student ID. Hawai‘i Island Presenters must complete a “Playback Request Form for Hawai‘i Island Presenters” for each submitted show, sign a Cablecast Agreement for our records, and must hold the copyright to the program or have written approval of the copyright holder(s) to air the program.

All presenters must be at least a minimum of 18 years of age.

**Use of video production facilities:**

All clients who desire to use equipment (edit bays, cameras, etc.) must become certified or recertified by successfully completing the online introduction and online certification course, passing two proficiency tests, and producing one Public Service Announcement (PSA). NLTV reserves the right to require clients to take additional training if clients cannot demonstrate their capability to handle NLTV equipment in a responsible manner. Non-certified clients can only use microphones or media lab equipment.

**III. PROGRAMMING LIABILITY**

Clients who submit programs for airing on the public access channels assume full responsibility for the content of the programs. By signing the “Statement of Compliance” and “Playback Request” forms, they agree to indemnify and hold harmless Nā Leo `O Hawai‘i, its Directors, Officers, agents, and employees against any claims or damages.

If any legal liability of any kind is caused by distributing the Program (including cablecasting and internet streaming and archiving), it is the legal liability and responsibility of the NLTV Producer/Presenter or Hawai‘i Island Presenter, not Nā Leo TV.

## **IV. PROGRAMMING GUIDELINES**

### **A. Clearances**

- Clients must obtain all rights to program materials including materials that are copyrighted.
- Clients shall obtain in writing, by means of “Release Forms,” the consent of all persons appearing in programs submitted, including parental permission for all persons under the age of 18.
- All such clearances will be available for inspection on demand.
- If recording video in public places, the client must put up a sign in a conspicuous place indicating that taping of a TV program is taking place.

### **B. General Program Content Prohibitions**

Public access programming must not contain:

- Obscene or indecent matter, including nudity, pornography, vulgar language, and sexually explicit material, as defined in the 1992 United States Government Federal Communications Commission (FCC) guidelines.
- Materials that contain speech not protected by the Constitution.
- The direct or indirect presentation of lottery information as prohibited by State law.
- 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 law.

Please note that if your program contains mature content that does not violate the above standards, it will play between the hours of midnight to 6am. Please check the appropriate box on your playback request form.

Mature content can be pulled from our channels if it violates the above FCC prohibitions, and complaints from the public regarding mature content airing on our station will be investigated by NLTV. If a program is pulled for content that is too indecent, vulgar, or violent, the program’s submitter will be notified and given the steps that would be necessary to edit and resubmit the program for airing.

Please include a disclosure statement at the start of your program: “This following program contains material which may be offensive to some viewers and inappropriate for children. Viewer discretion is advised. This content is solely the responsibility of the public access channel producer and is NOT created by NLTV staff and board members or Spectrum cable.”

### **C. Non-Commercial Content Policy**

Material containing any direct appeal for contributions of funds, support, or other property of value is prohibited, even if the appeal is for a tax-exempt non-profit entity. Only NLTV may be permitted to make appeals for support from time to time.

In the event that a client sells a program produced at a NLTV facility or if the client gains monetarily from the program, the client shall reimburse NLTV for the use of the equipment and facilities according to the fee schedule which shall be set by the Board. However, producers are encouraged to submit their NLTV programs into professional competitions, and any prizes or awards received remain the property of the entrant.

#### **D. Commercialization Policies**

Solicitations designed or intended to promote the sale of commercial products, trade, or services are strictly prohibited, including, but not limited to, selling copies of any program produced by Nā Leo TV or its equipment.

Mentioning seminars, lectures, or consultations by a for-profit organization, for which viewers will be eventually charged, are not allowed.

Websites that link to commercial content are prohibited.

Programs may not contain calls to action. Goods and services may not be identified by cost or price. Programs may not use advertising or marketing techniques. A program may not have personal or business profit or gain as its goal. Statements differentiating a service (i.e., “best product in town”) or promotional slogans or tags are forbidden.

Logos in any form (company or product identifications) are prohibited for use as set props, backgrounds, or other visual prompts. Certain logos are only permitted in sponsorships, as stated in Section “J.” An incidental display of a company’s name or a company logo on a shirt may appear in a program if such displays are not commercial in nature. Incidental displays of a product and/or brand name are permitted as long as such displays are not promotional and are only to portray life realistically.

Programs containing the sale of tickets, lotteries, contests, or games with prizes awarded by chance are prohibited.

#### **E. Permitted Commercial (For-Profit Business) Material**

Participants of programs may briefly state (i.e., 20 seconds or less) his or her commercial business in order to establish his or her expertise on a subject being discussed or presented during a program.

A program guest may briefly display (i.e., less than 20 seconds) his or her contact information once during a program. The contact information must be that of the guest speaker, not a business contact, and may not contain commercial information.

#### **F. Non-Profit Commercialization Policies**

Non-profit organizations are allowed to be identified by their name, logo, address (physical or postal), and/or phone number. Valid 501(c)3 non-profit organizations are allowed to display their website address or e-mail during a program, provided they are non-commercial and do not link to commercial pages.

Valid 501(c)3 non-profit organizations may represent specific fees for services or goods they provide, including mentioning seminars, lectures, or consultations.

NLTV reserves the right to request representatives of non-profit organizations to provide documentation establishing the organization's status as a non-profit corporation under IRS definitions.

### **G. Non-Commercial Use Policy**

- NLTV's equipment and facilities shall not be used to compete with private enterprises in any manner whatsoever.
- No commercials shall be produced with NLTV equipment and/or facilities.
- There shall be no distribution of commercial rate sheets for credit exposure in connection with or for a program which is aired by NLTV.
- No programs shall be produced with NLTV equipment and facilities to be used on any other channels with commercials.

### **H. Ownership and Distribution Rights**

The client creating any program produced using NLTV facilities retains ownership and distribution rights of the program. However, the client must agree to have the program cablecast over a NLTV channel prior to any other use. In addition, NLTV shall retain the rights of the program for later cablecasting, Video On Demand, or other promotional purposes.

NLTV also reserves the right to accept public requests for a copy of a program as it was aired on Nā Leo TV's cable channels.

### **I. Required Titles, Disclosures, Acknowledgments and Disclaimers**

#### Beginning of program:

- The program title must be shown within the first three minutes of the program.
- If applicable, an announcement must be included at the beginning of a program to indicate that portions of the upcoming program may be inappropriate for children or deal with issues of a particularly sensitive nature and that viewer discretion is advised. Clients are required to notify staff if their programs contain mature content.
- If applicable, financial, or in-kind sponsor/underwriter credits must also be shown within the first three minutes.

#### End of program:

- If applicable, include financial or in-kind sponsor/underwriter closing credits, 20

seconds max (if eligible) and must conform to rules established by Section J.

- For required end-of-program disclosures, obtain a copy of our technical requirements on our website or contact Client Services.

NLTV may require additional on-screen information regarding the program's creator, location of program, and program funding sources as deemed necessary.

#### Program Supporters

NLTV allows the practice of crediting contributions of supporters under "Production assistance provided by ...," "Special thanks to ...," or "Acknowledgments to ...;" however, the credits may generally identify the service provided by the supporter, e.g., "Costumes provided by ...," "Lighting provided by ...," "Film provided by ..." **Logos, telephone numbers, and other identifying information may not be used.**

### **J. Sponsor/Underwriter Credits**

#### Timing of Sponsor/Underwriters' Credits

Sponsor/underwriter credits shall not exceed 20 seconds per program and can be displayed at the start and/or end of the program.

Any attempt to break a program into smaller program segments or back-to-back programs to provide more credit time to sponsors shall be considered a willful attempt to violate NLTV guidelines, and a major infraction that will result in immediate suspension from use of equipment and facilities.

#### Required appearance of sponsor/underwriter credits

Sponsor/Underwriter credits must be presented in such a way as to maintain the separation from the program content. When there is more than one sponsor/underwriter for a program, sponsors/underwriters should be credited in descending order by the amount of their funding.

Sponsor/underwriter closing credits must be either immediately before or after the production crew credits and again in descending order by the amount of their funding.

All sponsors/underwriters must be identified in video by their legally registered name only; contact information is NOT permitted. A sponsor credit is allowed to contain the company's name, a business logo, or a picture of the business, so long as the logo does not contain a slogan, call to action, or anything that attempts to differentiate the business. Audio or visual material promoting the sale of goods or services of a for-profit business within a credit is prohibited. Inducements to purchase, superlative descriptions, qualitative claims, and comparisons with other companies are strictly prohibited.

The identity of the funder must be readily apparent and must not be obscured by any additional identifying information such as product depiction. **The purpose of underwriting credits is for full disclosure, not for promotion of the funder.** NLTV reserves the right to make good faith judgments as to whether donor or underwriter acknowledgements identify, rather than promote, as according to FCC guidelines.

The name of the funder may be preceded by the words: “the people of (funder name)...” or by “the people at (funder name)...” Phrases such as “your friends at (funder name)” or “the experts at (funder name)” are prohibited.

### **Opening Credits, If Any**

Alternative 1: “This program (if desired, client may use the name or the program or series) is made possible (in part) by a grant from...”

Alternative 2: “This program is made possible (in part) by ...”

Alternative 3: “Funding for this program was provided (in part) by ...”

Alternative 4: “National funding for this program ...”

Alternative 5: “Major funding for this program was provided by ... Additional funding was provided ...” (To be used when there is a significant difference in the amount of sponsoring/underwriting from two or more funders.)

The words “in part” should be used where production costs are only partially paid by sponsors/underwriters and the rest are assumed by the client. Credit should not be given to reflect funds provided by the client.

The alternative language above are suggestions. Other wording may be used so long as phrases do not closely imply a commercial sponsorship or production/editorial-control relationship. For example, the phrases “sponsored by” or “presents” may not be used.

### **Closing Credits**

The alternatives for the wording of closing credits are the same as those listed above in section 2.a., except that the past tense (“was” or “has been”) should be used in the place of the word “is.” (e.g., “This program has been made possible ...”)

### **There shall be no sponsor identification in video or audio during the program.**

### **Text of Credits for Acquisition Funding**

When a program or series is acquired by the presenter and the acquisition costs are provided by a sponsor/underwriter, the following language should be used to indicate that the funding credit is solely for acquisition costs and not for production costs.

#### **a. Opening Credits, if any**

“(National) presentation/acquisition of this program was made possible in part, (in major part) by (a grant from) ... (and by [an] additional grant[s] from ...).”

## **b. Closing Credits**

“(National) presentation/acquisition of this program was made possible (in part, in major part) by (a grant from) ... (and by [an] additional grant[s] from ...).”

## **V. PROGRAM SUBMISSION, SCHEDULING AND PLAYBACK**

### **A. Format**

See a copy of our Technical Requirements or contact Client Services for formatting and submission requirements for NLTV Producers/Presenters and Hawai‘i Island Presenters. Producers may opt to render high-definition files for their own personal use.

NLTV Producers/Presenters may opt have their files submitted to the NLTV website’s Video On Demand player. The request must be submitted within three months of the program’s first airdate. NLTV reserves the right to purge external programs older than three months from the Video On Demand player. NLTV’s preferred submission method is to send files through our upload page on our website.

Hawai‘i Island Presenter programs in the form of digital files should be delivered on a device that is free of any viruses or infecting software, or on a DVD. The device or DVD will be returned after the file is copied to Nā Leo TV’s system.

NLTV Producers/Presenters can submit files via the internet. Contact the Client Services Department for more information.

### **B. Technical Standards**

Recorded programs must have technical standards high enough to deliver a clear and unbroken picture to cable subscribers, and the audio must be clearly understandable and at audible levels without distortion.

There should be no slates, countdowns, or extra black at the beginning or end.

### **C. Promotion**

Program schedule information can be accessed on NLTV’s website or by calling NLTV.

### **D. Program Scheduling Policies**

Every program must be submitted with a signed Playback Request Form. If a program is submitted without a signed Playback Request Form, the submitted program will not air until the required form is submitted.

Programs will be scheduled on a first-come, first-served basis. Schedules can be requested but are not guaranteed.

Playback is not guaranteed because technical issues may arise. Although rare, if playback does not occur, a reasonable attempt to reschedule will be made.

For non-series programs, staff will inform the client of the program schedule within one week.

Priority will be given to locally produced programming, programs that have not been previously shown on the public access channel, and programs produced by new clients.

Staff may reserve at least one timeslot per week to accommodate new eligible clients and/or time-sensitive programming.

Staff reserves the right to pre-empt the regular schedule as necessary to accommodate time-sensitive or live programs. Staff shall make every effort to reschedule pre-empted programs at the earliest available time slot.

Series programs may be scheduled for a period of no longer than one calendar year at a time.

Series programs must be submitted at least 48 hours or two business days--whichever is greater--in advance of the airtime. Requests for exceptions must be approved by staff. For a series program, the staff reserves the right to reschedule or pre-empt a program if the client fails to provide a new show within the agreed-upon timeframe.

Failure to provide shows for a series timeslot may result in the loss of the series slot. If a NLTV Producer/Presenter loses a series slot, they are ineligible to acquire a series slot for a minimum of 12 months from the time they lost their slot. For all series cancellations performed by Nā Leo TV and all series cancellations performed by the NLTV Producer/Presenter, the client will be ineligible to obtain a series timeslot for a minimum of 12 months plus whatever time remains in the calendar year in which the series is canceled. For example, if a NLTV Producer/Presenter series is cancelled in May 2018, the client would be ineligible to acquire a series slot again until January 2020.

## **E. Program Length**

- NLTV will broadcast all programs conforming to guidelines and policies. NLTV Producers/Presenters should strive to make programs exactly 28, 29, or 30 minutes, or 58, 59, or 60 minutes long so as to fill half-hour program blocks.
- If the program is of any nonconforming length, the program will be aired sometime during the hours of 12AM (midnight) to 6AM. A program longer than 60 minutes will need approval from Management to air between the hours of 6AM to 12AM and must still conform to our programming blocks. To request airing during regular hours for a nonconforming program, fill out a "Request for Programs Over 60 Minutes" form.

## **VI. CERTIFICATION, CLASSES AND FEES**

All persons interested in using NLTV production equipment and facilities must become certified by:

- viewing the online introduction on our website,
- registering for and completing the online training course,
- completing two proficiency tests at our facility,
- producing one Public Service Announcement (PSA) within eight weeks of their first camera reservation or completing the last course, whichever is earlier.

To remain certified, a producer must submit a new program at least 28, 29, 30, 58, 59, or 60 minutes long, at minimum once every twelve months, using NLTV equipment and facilities.

If a NLTV Producer becomes decertified, they are ineligible to use NLTV equipment and facilities. To be re-certified, clients who were certified in the past will be given a one-time free pass to retake the training course and get certified. If they again get decertified or fail to complete the course within 12 months, then they must pay the fees and retake the training course. A one-time 50% discount off regular fees will be given.

A 50% discount off regular fees will be given to high school students and college students with student I.D., members of the United States military (active, reserve, or veteran) with proof of service, and seniors 60 years of age or older with proof of age. These discounts are not combinable with other special prices or the one-time 50% discount.

### **CLASSES**

#### **PREREQUISITE. INTRODUCTION**

Online at <http://naleo.tv/introduction/>, FREE. Available 24/7 year-round, except for brief times for maintenance on occasion.

- Filmed Tour of the Facility and Services
- Brief Overview of NLTV
- Welcome Message from President/CEO

### **COURSES**

Available on [naleotv.skyprepapp.com](http://naleotv.skyprepapp.com) after registering and paying certification fees.

#### **1. POLICIES AND PROCEDURES**

- Overview and agreement to the Policies and Procedures of NLTV

#### **2. PRE-PRODUCTION BASICS**

- Pre-production essentials
- Tips for planning your own video shoot

#### **3. CAMERAS, TRIPODS, AND MORE, OH MY! (FIELD CAMERA BASICS)**

- Camera and Tripod Tutorials
- Rule of Thirds

- Three-Point Lighting
- Intro to Audio and Mics

#### **4. EDITING BASICS**

- Getting Started with Final Cut Pro X
- Optional Basic Mac Tutorial
- Tools, Titles, Effects, and More in Final Cut Pro X
- NAS Usage (Hilo Clients)

### **VII. FACILITIES USE**

Equipment and facilities will be made available on an equitable non-discriminatory basis to all eligible clients who comply with the rules outlined in these policies.

#### **A. General Rules:**

- Safety is a priority. Move about the facilities carefully, especially when carrying or using equipment.
- Smoking is not allowed in the building.
- Eating, drinking, or open food and beverage containers are not allowed in the editing bays, studio, or any area where there is equipment.
- Alcoholic beverages are not allowed on the premises.
- Littering is not allowed in the building or on the premises.
- Clients may enter authorized areas only as scheduled or with staff permission.
- Clients shall not enter the studio or control/edit rooms until the previous client's time has elapsed.
- Nothing can be affixed to studio walls, windows, or paneling unless authorized by staff.
- Clients are responsible for breaking down equipment and returning Studio to its original condition.

#### **Additional Client Responsibilities:**

The client assumes all responsibility for any and all repairs or claims of damages which result from accident, negligence, or misconduct.

The client shall immediately report to staff any equipment malfunction or damage.

**The client is responsible for ensuring that crew and guests are aware of all the rules and regulations while using facilities and is responsible for their conduct as well as liable for any damages to NLTV equipment or property.**

All clients who handle NLTV video production equipment (excluding microphones) must be certified.

All equipment must be returned clean and stored in its proper place.

## **Projects:**

Clients must identify a project name for the program they intend to produce. The project name should be the same as the program name if that is known. Clients can have a co-producer assigned to their project, but only the producer shall obtain credit towards certification renewal for the program. The Producer making the reservations and picking up equipment must make all reservations in his/her name, even if a designated co-producer will be doing the editing. Co-Producers are allowed to edit for the NLTV Producer only if a MOU/MOA is signed by both Producer and Co-Producer.

For series programs the project name should include the series name followed by an identification of the installment, e.g., “(series name) (installment # or date).”

The project will be completed when the finished program is submitted for playback.

Only one show may be turned in per project. In the event that a project contains enough material for multiple shows, a Producer must open another project for the additional program(s) being created with the additional footage.

NLTV Producers can have no more than one project per series at a time.

Clients will have a limited amount of storage on NLTV computers or (in Hilo) on the NAS drive. Clients can use their own hard drives or storage devices for increased space.

## **Facilities Reservations:**

Reservations for facilities must be for a named project.

Each project is limited to six reservations of cameras and edit bays combined. Exceptions may be granted. Cameras must be picked up by the NLTV Producer. Co-Producers are allowed to pick up equipment for the NLTV Producer only if a MOU/MOA is signed by both Producer and Co-Producer.

Cameras and accessories are generally reserved for two or three-day periods. See facility hours below for more details. Cameras come with a tripod and batteries. Other accessories must be specified.

Studio reservations typically include one camera and tripod. Accessories needed must be specified. Minors must have one of their authorized parents or legal guardians present during use of the studio or edit bays. If possible and as a courtesy to Client Services, studio guests should be registered in advance with Client Services by filling out the External Client Visitor List. Edit bays and studios can be reserved for a maximum of 4 hours per reservation. Edit bays can be reserved at any time and “walk-ins” are welcome. In other words, if no one is using an edit bay, it can be reserved. Also, studio reservations may be extended on the day of the reservation if available. However, clients may not book edit bays or studios more than one week in advance.

For edit bay reservations, if a client comes in late, they will only have the time remaining in their original reservation. For example, if a client reserves 4 hours and comes in 3 hours late, only 1 hour of the original time slot will remain. The reservation may only be extended at the end of the original reservation IF there are no reservations for the edit bay. No shows, impacting other clients with reservations by not leaving at the end of one's reservation, and repetitive same-day cancellations are considered infractions under section VIII.

Equipment reservations must be made at least 24 hours in advance but not more than one week in advance. Exceptions may be granted.

The same reservation type (cameras, studios, or edit bays) cannot be simultaneously reserved multiple times in a row so as to make an extended rental period for the same project or NLTV Producer. Nor can they be reserved on two consecutive days. However, Producers may drop in on a consecutive day and use an edit bay if the edit bays are not in use or reserved by other clients who did not edit the previous day.

To ensure that others have access to unused equipment and facilities, a client should notify staff of any reservation cancellations as soon as possible.

Clients may exchange reserved times if it is cleared with staff.

### **Production Facilities Hours:**

Cameras can be picked up and returned during specified times every day on Monday through Friday. See the exact schedule below. All NLTV facilities will be closed on designated State and Federal holidays.

**Hilo Production Facility Hours:** M-F 9AM-6PM.

Edit bays must be vacated 15 minutes prior to closing. The last timeslot for which edit bays may be reserved is 4PM, and all clients must be in the edit bay before 5PM. Camera pick-ups and drop offs may be moved to Tuesdays when Mondays are holidays or facility closures, and Thursdays when Fridays are holidays or facility closures.

**Camera Pickup:** Cameras may be picked up Monday to Friday from 4PM-5PM. NLTV Producers must sign a form accepting responsibility for the equipment. For NLTV Student Producers, one of their authorized parents or legal guardians must sign.

**Camera Drop Off:** Cameras may be returned from 9AM to 3PM. NLTV Producers or the parent/legal guardian who signed for the equipment must return the equipment. However, if they had previously signed the waiver of right to be present during NLTV's inspection of returned equipment, the equipment may be returned by others and earlier than designated as long as within regular business hours.

**Return Schedule:** Camera reservations are for a maximum 2-day period. Cameras checked out on Thursday/Friday must be returned on Monday. Cameras may also be dropped off before designated day.

**Kailua-Kona Production Facility Hours:** M-F 8:30AM-4:30PM.

Editing bays must be vacated by 30 minutes prior to closing.

**Camera Pickup:** Cameras may be picked up Monday to Friday from 4PM-4:30PM.

**Camera Drop-Off:** Cameras may be returned from 9AM to 3PM. NLTV Producers or the parent/legal guardian who signed for the equipment must return the equipment. However, if they had previously signed the waiver of right to be present during NLTV's inspection of returned equipment, the equipment may be returned by others and earlier than designated as long as within regular business hours.

**Return Schedule:** Camera reservations are for a maximum 2-day period. Cameras checked out on Thursday/Friday must be returned on Monday. Cameras may also be dropped off early during designated times.

### **DVD Sales and Duplication:**

Members of the public may request a copy of a TV show aired on our channels. Such a request is accommodated with the understanding of the good faith of the requester, that such a person will not alter the program or distribute it for profit. A client who alters any NLTV program from its original state assumes full liability for any and all legal actions or complaints. DVD Duplication is subject to program availability and program quality may be compromised and/or in SD quality, and such duplication is subject to the following prices:

- A blank DVD with a case may be purchased for \$3.00.
- DVD duplication of a TV Show by staff costs \$13.00 (\$3.00 for DVD/Case or Sleeve and \$10.00 for staff time).
- For mailing a DVD, please inquire with a member of client services
- ALL PAYMENTS MUST BE MADE IN ADVANCE
- For DVD duplications, we accept cash, credit or debit card (Hilo only), or money order.

### **VIII. INFRACTIONS and APPEALS**

Category 1. Minor Infractions: These violations shall include, but are not limited to, denial or disruption of services to others and/or disorderly conduct in the facility/activity which causes disturbance to the Nā Leo staff or other clients and guests. The following are examples of minor infractions which are subject to a two week suspension from NLTV premises and equipment:

- No show and/or repetitive same day cancellation for equipment and/or editing bays.
- Late equipment return which impacts the next client.

- Not leaving the premises when a reservation is over and creating a delay or inconvenience for other clients.
- Not controlling the behavior of the client's guest(s) in the facility.
- Mishandling of equipment.
- Return of functional but dirty equipment.
- Creating a disturbance with loud, unruly behavior which necessitates staff intervention. This action becomes a major infraction if the police have to be called to intervene and/or if there is verbal abuse of staff members (see below).
- Failure to produce any programs for a minimum of 28 minutes in length or longer for playback on the access channels after borrowing cameras and using the editing facilities over a period of twelve months.
- Eating, drinking, or open food and beverage containers being used where there is equipment.
- Continual littering in the building or on the premises.
- Clients entering unauthorized areas without staff permission.

Minor Infraction Suspensions:

When a client has acquired an infraction, whether it be for unacceptable conduct, equipment damage, violation of program policies and procedures, or breach of the Statement of Compliance, the client shall be subject to forfeiture of using NLTV equipment, facilities, and services. The length of time shall be determined by the seriousness of the infraction and the number of infractions accumulated together with all other infractions in all NLTV facilities.

Minor Infractions:

1. Minor infractions will result in a written warning to the client and a copy will be placed in the client's file. Minor infractions will result in the following action up to and including the following series of sanctions. A client will be notified in writing when any suspension occurs.
2. After three infractions during the first six months of the date of the first infraction, a suspension of privileges shall be imposed for a two-week period.
3. If in the next six months following a suspension no other minor infractions have been incurred, the client's record will be cleared of the minor infractions. If more than three suspensions occur within a six-month period after the first suspension, NLTV reserves the right to revoke all privileges either temporarily or on a permanent basis.

Category 2. Major infractions: Problems of this magnitude include, but are not limited to, any major damage to equipment, facilities, or abuse of NLTV staff; violation of policies, bylaws, or procedures which interferes or causes damage and/or injury to NLTV, staff, facilities and equipment; and/or lying to NLTV staff and/or falsifying documents which hamper or prevents NLTV from carrying out its mission. The following are representative actions in this category which warrant immediate major suspension for not less than 90 days nor more than 12 months, or permanent revocation of all privileges:

- Any disturbance, which escalates into a situation which requires the assistance of the police to settle the situation or to escort the unruly client off the premises.

- Opening and closing two projects without turning in a program for either project.
- Impersonating NLTV staff members in the community or pretending to work for NLTV for the purpose of gaining benefits or monetary compensation.
- Any attempt to break a program into smaller program segments or back-to-back programs to provide more credit time to sponsors as specified in “Section J” shall be considered a willful attempt to violate NLTV guidelines and shall be considered a major infraction, resulting in immediate suspension from use of equipment and facilities.
- Any foul verbal attacks or abuse directed at any client, staff personnel, or the public.
- The use of foul language which is loud and directed at staff shall not be tolerated.
- Uninvited touching of staff and/or clients, obscene hand or body gestures, persistent and undesired requests of a romantic nature, or any action which is considered sexually abusive and/or offensive.
- Terroristic threatening to injure or kill any client or NLTV staff member, or to damage the equipment and/or facilities, shall warrant permanent revocation of privileges.
- Any physical attack on other clients and/or staff shall warrant immediate arrest by the police and permanent revocation of privileges.
- No client shall call or visit any staff member at home without an invitation.
- The viewing and/or editing of any sexually offensive or pornographic materials shall not be allowed at any NLTV facility.
- Loss or damage to equipment in or out of the facilities. Suspension may be terminated or modified with a good faith deposit for required repairs.
- In the case of repairs or replacement of equipment lost or damaged by the client, staff will obtain three estimates, if feasible. The client will not be permitted to use the facility/ equipment until the repairs/replacement costs have been paid.
- Taking any NLTV equipment off island or transshipping by airplane or boat.
- Personal use of equipment or facilities.
- Smoking in the building.
- These examples are not the only examples.

Major Infraction Suspensions:

When a client has acquired a major infraction, these are the following repercussions:

1. Immediate suspension of all privileges, except for the privilege to cablecast a program, for not less than 90 days nor more than 12 months, or permanent suspension of all privileges.
2. Immediate verbal notification with written notification containing reasons for such suspension to be sent to client’s last known address within 48 hours. In the event of equipment damage such suspension may be waived at the discretion of the President/CEO, provided that the suspended party make a good faith deposit toward the total cost of repair of no less than \$100.00; payment of the balance must be made within ten (10) working days of demand thereof or the suspension shall be reinstated.

NLTV, in its sole discretion, reserves the right to deny eligibility to any person who has threatened or poses a threat to employees or the general public.

Infraction Appeals Process:

The President/CEO and his designated representatives shall be responsible for enforcing the rules and procedures of NLTV. In the event a client disagrees with the findings of the President/CEO, a client may appeal any disciplinary action by complying with the following rules regarding appeals.

1. Minor Infractions:

Minor infractions are appealable in writing or by fax to the President/CEO as soon as possible. The decision of the President/CEO with respect to minor infractions shall be final.

2. Major Infractions:

Any client who has his/her privileges suspended due to a major infraction may file a written appeal within ten (10) working days of the suspension with the President/CEO. The President/CEO may reduce, increase, or suspend the length of any suspension. The President/CEO shall conduct his/her own independent investigation and provide a written response to the client within ten (10) working days from the receipt of the client's written appeal. If the client is not satisfied with the President/CEO's decision, he/she may file a written appeal to the Board of Directors stating in writing the reasons why the client believes the President/CEO's decision should be overturned. The Board shall discuss the appeal at its next regularly scheduled meeting and shall issue a written opinion within thirty (30) days following such meeting. The decision of the Board shall be final.

These Policies and Procedures have been approved and signed into effect by the Interim President and CEO of Nā Leo TV:

Connie Kiriū

Signature

September 22, 2021

Date