



A Program Proposal MUST be completed and accepted before you reserve equipment.

# PROGRAM PROPOSAL

Project Title \_\_\_\_\_

Producer \_\_\_\_\_

Email Address \_\_\_\_\_ Phone: \_\_\_\_\_

Estimated Program Length: \_\_\_\_\_ Kill Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## Content Category:

Choose **ONE** category that is most appropriate

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Arts              | <input type="checkbox"/> Informational   | <input type="checkbox"/> PSA           |
| <input type="checkbox"/> Community Affairs | <input type="checkbox"/> Instructional   | <input type="checkbox"/> Religious     |
| <input type="checkbox"/> Cultural          | <input type="checkbox"/> Performing Arts | <input type="checkbox"/> Senior Issues |
| <input type="checkbox"/> Entertainment     | <input type="checkbox"/> Political       | <input type="checkbox"/> Sports        |
| <input type="checkbox"/> Health            | <input type="checkbox"/> Professional    | <input type="checkbox"/> Youth Issues  |
| <input type="checkbox"/> Historical        | <input type="checkbox"/> Profile         |  |

### Does this program contain indecent and/or adult content?

YES     NO    (if you check YES, the program will be scheduled after 10pm)

- The FCC has defined broadcast indecency as, "language or material that, in context, depicts or describes, in terms patently offensive as measured by contemporary community broadcast standards for the broadcast medium, sexual or excretory organs or activities".
- Adult content is defined as adult situations, adult language, nudity, and/or violence (this is not necessarily the same as indecent content).

## Program Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SERIES** List episode titles to be **completed** in the next six (6) months.

- |          |           |
|----------|-----------|
| 1. _____ | 7. _____  |
| 2. _____ | 8. _____  |
| 3. _____ | 9. _____  |
| 4. _____ | 10. _____ |
| 5. _____ | 11. _____ |
| 6. _____ | 12. _____ |

I have signed, read, and understand the producer's agreement and policies on the reverse side of this form.

Producer Initials: \_\_\_\_\_ Date: \_\_\_\_\_

### FOR OFFICE USE ONLY

Date Entered: \_\_\_\_ / \_\_\_\_ / \_\_\_\_    Staff: \_\_\_\_\_    SID: \_\_\_\_\_

**I. Production Agreement**

- The producer agrees to produce program(s) as described in the program proposal, suitable for air on ATS. The producer agrees to submit the finished program no later than six (6) months from the date of the program proposal.
- ATS agrees to cablecast program(s) as described in the program proposal at least one (1) time. Program scheduling and subsequent replays are at the discretion of the ATS staff.
- The producer will be responsible for providing all necessary miniDV tape for the program, any set pieces, props, out of pocket expenses, etc. The producer must purchase adequate miniDV tape for the project prior to the production.
- DVCPRO tapes may be checked out for a one (1) month period. Should the producer choose to keep, or fail to return any checked out DVCPRO tape, the tape must be purchased at the prevailing price from ATS.
- Each program must be submitted on a separate DVD-R, DVD-RAM, or MPEG-2 file, and must conform to ATS's current encoding parameters, which will be held by ATS for a period of no more than one (1) year. ATS shall provide the producer with a DVD-RAM for the finished master, and all DVD-RAMs shall remain the property of ATS. ATS reserves the right to recycle DVD-RAMs at any time, and discard to recycle any producer owned DVDs that are not claimed by the producer within one (1) year of the original cablecast date. One (1) DVD copy will be provided to the producer upon request. The Producer may request "Duplication Denial" before the program is submitted for air.
- All programs must begin within 60 seconds of the physical beginning of the DVD.
- The producer will be responsible for making all equipment reservations for the production with an ATS member, and for contacting the necessary volunteer crew for the production from a list of certified crew members.
- Program proposals can only be submitted by ATS certified producers in good standing.
- The producer agrees to abide by all the rules and regulations as set forth in this agreement and the ATS Policies and Procedures Manual. Producers who fail to adhere to this agreement are subject to consequences as set forth in the Access Center Rules, which can result in decertification, sanctions, or revocation of privileges.

**II. Content**

- By signing below, the producer agrees to take full responsibility for the content of all programs resulting from the program proposal, and agrees to hold harmless and indemnify ATS for any and all damages or claims arising as a result of the content of the program(s).
- The program copyright resulting from this proposal will be held by the producer of the program. It is the producer's sole right and responsibility to register her/his copyright ownership, including deposit requirements that may apply.
- The producer does warrant and guarantee that she/he is the author or an owner or licensee of all copyrights in the material to be presented and that such work does not contain any libelous, slanderous, obscene, or other unlawful matter and that it in no way infringes upon the copyright of any other party. The producer agrees to produce proof of all copyright clearances and/or talent releases upon request by ATS. Should the producer fail to produce proof of copyright clearances and/or talent releases upon request, the program(s) will not be cablecast. Furthermore, in the event of any claim of infringement or violation of any copyright, or other proprietary right, or because of any libelous, slanderous, obscene, or other unlawful matter contained in such art work, the producer agrees to assist ATS in defense of such claim or demand. In the event that recovery against ATS is sustained as a result of any such claim or demand, the producer agrees to hold harmless and indemnify ATS, provided ATS sends notice of such demand, claim, or lawsuit to the producer within thirty (30) days of ATS's notice or service therein.
- The producer certifies that the program(s) described in this document contain no advertising material, and neither lottery nor lottery information.
- Comments regarding the program content will be directed to the producer.
- All programs will contain the following credit, which must clearly and legibly displayed for at least ten (10) seconds at the end of the program: "Produced by (producer's real name - no pseudonyms allowed). The producer takes full responsibility for the content of this program. Produced through the facilities of Community Access Television of Salina, Inc." The credit must include ATS's website homepage address, "www.salinatv.org".
- ATS recommends that the producer make a copy of the program(s) prior to submitting the program(s) for cablecast. For any and all programs provided to ATS, the producer agrees to indemnify and hold harmless ATS, its officers, employees, and its agents from any and all liability associated with the physical maintenance and/or condition of the media on which the program(s) reside.
- By signing below, the producer hereby grants to ATS permission to use any and all portions of the program(s) for any purpose deemed necessary by ATS, including, but not limited to web streaming and promotional or educational purposes.

**III. Underwriting**

- If a producer intends to obtain underwriting and/or in-kind support for the proposed program, the producer must consult with staff prior to solicitation of any funds for the production to ensure proper procedures are followed.

**IV. Facilities and Equipment**

- Equipment and facilities will be made available on a first come first served basis to certified producers with a current program proposal on file.
- Equipment and facilities will be used only by certified crew members with an Equipment Usage Agreement on file.
- If the equipment and facilities are used for commercial and/or private purposes, the producer agrees to pay commercial rates for rental.

\_\_\_\_\_  
*Signature of Producer (Parent/guardian if producer is under 18 yrs of age)*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Access TV of Salina Staff*

\_\_\_\_\_  
*Date*