



### **ACCESS USER AGREEMENT**

1. I have read Charter Communications "Public Access Rules" and policies. I agree to abide by all the provisions in Charter Communications access rules.
2. I agree to assume complete financial responsibility for the use and/or damages made to Charter Communications facilities and equipment.
3. I state that I have obtained or, before the program material is cablecast, will obtain all required approvals, clearances, licenses, etc., for the use of material I submit, including but not limited to approvals by music licensing organizations, copyright owners, all persons appearing in the program, and any other approvals that may be necessary to transmit the program. I will assume all liability against Charter Communications.
4. I promise that my cablecast shall not include the following prohibited material:
  - A. Any obscene material (as defined by station policy.)
  - B. Any programming of or information about any lottery, gift, enterprise or similar scheme offering prizes that require a drawing or element of chance.
  - C. Any programming that solicits funds or materials on behalf of myself or any agency. I agree that I will not use access time for personal profit or gain.
5. I agree to abide by and adhere to any other rules as they apply to program content, such as "indecentcy" and I have read and understand Access policy regarding such programming content. Furthermore, I agree to notify Charter Communications of any questionable content that my program may contain.
6. I understand and agree that Charter Communications may reject any audio or video portion of the material I submit which is prohibited by Charter Communications Access rules.
7. I will assume all responsibility as producer and/or program originator for my programming. I will legally and financially be responsible for any claims made against Charter Communications, its owners, officers, and all persons working for Charter Communications, paid or unpaid. I will pay all legal costs, and other charges arising out of any material I supplied in connection with my Access programming.
8. In addition to the previous section, I will assume all liability against Charter Communications, including reasonable attorney fees, for claims that I violated copyright, trademark, patent, literacy or dramatic rights, or rights of privacy and libel/slander laws.
9. I agree to defend all legal actions arising from my use of Access channel and equipment with the aid of counsel and to assume the expense for that defense. Charter Communications has the right to participate in that defense and my counsel will cooperate with Charter Communications' attorneys.
10. I, or my organization, if applicable, release Charter Communications from any legal action or claims against me or my organization. I further release Charter from any claims I may have against Charter that arise out of my use of Charter's facilities and equipment or Charter's transmission of my program, including, but not limited to, any mistakes, omissions, interruptions, delays, errors, or defects.
11. I understand Series programs require production minimums in order to maintain a regular time slot and familiarity with equipment operation. If I stop production for more than 30 days or make changes in crew members, I agree to complete a new form and allow time for training.
12. I agree to comply with the technical specifications in Charter Communications Access rules for my material. If requested I will identify the participants and producer in my program credits.
13. I understand if I submit any program material that doesn't meet Charter's technical standards; it may be rejected for broadcast at any time.
14. I understand and agree that each statement in this agreement is not intended to be made as a personal agreement of any incorporator, stockholder, director, officers or partner, past or present, of Charter Communications.
15. I understand that Charter Communications is not liable for lost, missing, or damaged program files or physical media. I also understand that any media file not associated with a current program or episode will be removed from digital storage.
16. I understand that Charter may terminate this agreement and/or suspend or revoke my PEG Access privileges if I fail to abide by the terms of this Agreement or Charter's rules and regulations regarding PEG Access.

I, \_\_\_\_\_, certify that the information contained in this application is correct to the best of my knowledge. I have read Charter Communications "Public Access Rules" and policies. I agree to all of the terms of this Access User Agreement and to abide by all the provisions in the Charter Communications Access Rules. I understand that falsification of this information or omissions are grounds for rejection of this application. I agree to take full responsibility for any equipment I use and agree to pay for any lost or damaged equipment.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

=====

**For Internal Use Only**

**WEB**

Approved by: \_\_\_\_\_

Date processed: \_\_\_\_\_