Merrimac TV Access User Agreement Form

MERRIMAC TV CHANNEL 18

- 1. I have read and am thoroughly familiar with the contents of the Merrimac TV operating rules.
- 2. As the program producer, I will be responsible for the content of program material to be taped and/or cablecast by me and agree that such program material will not include.
 - a. any obscene or profane material
 - b. any lottery or lottery information
 - c. any advertising
 - d. any direct or indirect solicitation of money, except where exempted under these rules
 - e. any material that constitutes libel, slander, invasion of privacy or publicity rights, violation of trademark or copyright, or which might violate any local, state or federal law
- 3. I acknowledge that the producer is responsible for obtaining all approvals, clearances, licenses, etc. for the use of those program materials, including (but not limited to) approvals by broadcast stations, networks, sponsors, music licensing organizations, copyright owners, performer's representatives, persons appearing in the program material and any other approvals that might be necessary in order to cablecast the program on Merrimac TV.
- 4. I indemnify and hold Merrimac TV harmless against any claims arising out of any use of the program material that I cablecast or any breach of this Access User Agreement, including (but not limited to) any claims in the nature of libel, slander, invasion of privacy or publicity rights, noncompliance with applicable laws and unauthorized use of copyrighted material.
- 5. I agree that I shall not represent myself or any other person involved in programming as an employee, representative, or agent of Merrimac TV, unless specifically authorized by Merrimac TV to do so.
- 6. I understand that I may be liable for the costs of any repair or replacement of equipment or materials resulting from damage beyond reasonable wear and tear through normal use, misuse, or theft while such equipment or materials are in my possession or control. I understand the penalties that apply if equipment or materials are not returned on time. I also indemnify Merrimac TV against any damage or liability incurred while using the equipment.
- I will not use Merrimac TV channels, equipment or facilities for any financial gain or other commercial purposes.
 I understand that programming produced with Merrimac TV's equipment or facilities will be for the benefit of the community.
- 8. I understand that violation of the terms of this statement is grounds for forfeiture of the right to use Merrimac TV equipment, facilities or channel time.
- 9. I have been instructed on how the access equipment I am borrowing is to be safely handled, including the storage and lifting of it in and out of my vehicle and/or dwelling.

Access User Information: (Please print, sign and return to Merrimac TV.)