

MERRIMAC TV CHANNEL 18

Program Requester Agreement and Indemnification Form

I, _____, as requester of the videotape or live program entitled: _____ (“The Program”), accept full responsibility for program content submitted for cablecast on the Merrimac TV channels. I hereby agree to indemnify and hold harmless Merrimac TV and its officers, directors, employees and agents against all claims and liabilities of any kind, including (but not limited to) legal fees and expenses that they or anyone of them may incur as a result of, or arising out of, the content or cablecasting of The Program.

I have read and understand the *Access Rules and Procedures of Merrimac Tv* and agree to abide by them.

I warrant and represent that The Program is of an educational or cultural nature and does not contain:

- 1) Material designed to promote the sale of commercial products or services, including advertising by or on behalf of candidates for public office, unless in accordance with the access rules for sponsorship;
- 2) Any material that is libelous, slanderous, defamatory, obscene, indecent or that constitutes an invasion of privacy;
- 3) Any material conducting games of chance, lotteries, gift enterprises or similar schemes, or that might subject Merrimac TV to liability for violation of any applicable laws, rules, regulations or guidelines instituted by a governmental body;
- 4) Any material that violates, infringes upon or gives rise to any adverse claims with respect to any common law or right (including, without limitation, any copyright, trademark, contractual, dramatic, motion picture or literary right) of any person, firm or corporation.

I agree that Merrimac TV shall have no responsibility or liability for any services, elements or products performed or provided by any person, firm or corporation related to The Program. Merrimac TV shall in no way be responsible or liable for the making of any payments to any person (including, without limitation, any union, guild, actor, director, performer or craftsperson).

I shall be responsible for securing and shall secure all rights, licenses, permissions, releases and consents (including, without limitation, all those pertaining to copyright and performance) necessary and appropriate for the production and cablecasting of the audiovisual materials contained in The Program. I agree to provide copies or evidence of all such rights, licenses, permissions, releases and consents to Merrimac TV prior to the cablecasting of The Program.

I agree that neither Merrimac TV nor its employees shall be responsible or liable for the loss, theft or damage to any personal items, including (without limitation) equipment and videotapes while in Merrimac TV’s custody, unless Merrimac TV has exhibited gross negligence as defined by the Commonwealth of Massachusetts in the handling of videotapes. Merrimac TV’s liability, in any case, is limited to the cost of new tape stock to replace that which was lost or destroyed. Merrimac TV accepts no liability due to loss or damage during shipping or mailing.

Requester’s Name: _____

Company/Organization: _____

Street Address: _____

City: _____ **State:** _____ **ZIP** _____

Telephone: Home: _____ **Work:** _____ **Mobile:** _____

MERRIMAC TV CHANNEL 18

Email Address: _____

SIGNATURE _____ Date: _____

MERRIMAC TV CHANNEL 18

Cablecast Request Form

Requester's Name: _____ Phone: _____

Program Title: _____

Subject of Program: _____

Program Producer: _____

(if different from Requester)

Address: _____ Phone: _____

If program was produced at an access center in MA, which one? _____

Type: Ongoing series Limited series One-time special

Frequency: Monthly Biweekly Weekly Other: _____

Requested Air Date(s): _____

Do Not Air After: _____

Pre-roll Length: _____ Program Length: _____

Potentially Offensive Content: Language Libel/Slander Violence Adult Content Nudity

(Check all that apply and provide a description on the lines below.)

NOTE: *Certain types of content must be shown during certain hours and require a disclaimer.*

BevCam will provide to any member of the public, upon request, the name and contact information for the requester of any programs that appear on Channel 10. BevCam may also post that information on the channel, as well as on our website. Indicate what you want that contact information to be:

Mailing address: _____ Telephone: _____

Email address: _____ Website: _____

In consideration of BevCam permitting the cablecast of this program, the undersigned has read and signed the *Requester Agreement and Indemnification Form*.

Producer's Signature: _____ Date: _____