

Staff Initials _____
Date Received _____
Tape w/ form Yes No

‘Ōlelo Community Television Cablecast Agreement (page 2 of 2)



1. I am thoroughly familiar with the content of the program material submitted for cablecast and/or internet streaming or archiving of any kind and agree that it complies with applicable federal and state statutes and regulations with regard to cable programming and internet streaming. The Program does not contain any material which is obscene; is intended to mislead or obtain money by false or fraudulent pretense; is related to any lottery or similar scheme offering prizes dependent upon chance; improperly invades the privacy of a citizen or puts someone in a false light; is libelous or slanderous; violates any copyright or trademark of any third party; contains any direct appeal for funds, support or property of value; promotes, endorses or refers to any business, service or product for which economic consideration was received; and/or designed or intended to promote the sale of commercial products, trade or services.
2. I have obtained all approvals, clearances, licenses, et cetera, which are needed for the Program. This includes, but is not limited to approvals by broadcast stations, networks, sponsors, music licensing organizations, copyright owners, performers' representatives, all persons appearing in or referred to in the Program material, and any other approvals that may be necessary to cablecast the Program and stream it via the internet.
3. I have paid, or will timely pay, all financial obligations (including residuals, union fees, license fees, etc.), owed to third parties in connection with the creation, cablecast and internet stream of this Program.
4. I understand that ‘Ōlelo will not view the Program before it is distributed. I understand that I am responsible for the content of the Program and ensuring that the Program can be legally distributed. If any legal liability of any kind is caused by distributing the Program (including cablecasting and internet streaming and archiving), I understand that it is my liability, not ‘Ōlelo or anyone else associated with the distribution. I agree to indemnify and hold harmless The State of Hawai‘i, Oceanic Time Warner Cable, Granicus, Inc., ‘Ōlelo Community Television and their agents, employees and representatives (indemnities) from any and all liability and injury (including reasonable attorneys fees and costs incurred in defending claims and potential claims, civil or criminal) arising from, or in connection with the Program, including but not limited to: alleged violations of laws, rules, regulations or other requirements of local, state and federal authorities; claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; claims for unauthorized use of any trademark, trade name or service mark or the like; alleged breaches of contractual or other obligations owing to third parties and criminal charges or threatened criminal charges against indemnities or any of them. This provision is limited by ‘Ōlelo policy concerning liability for attorney’s fees in connection with obscene or defamatory material.
5. I recognize that ‘Ōlelo has not, and will not, endorse or approve the Program. I also understand that false or misleading statements made on this application are grounds for forfeiture of the privilege to use ‘Ōlelo production equipment, facilities and access channels and various ‘Ōlelo services, as more fully set forth in ‘Ōlelo policies, rules and procedures.
6. I have read and am thoroughly familiar with the rules and procedures for the use of ‘Ōlelo’s transmission services and agree to abide by them. I hereby grant ‘Ōlelo permission to reproduce and transmit the Program at ‘Ōlelo’s discretion. ‘Ōlelo may air the Program via any medium for a period of three years with unlimited scheduling. I hereby grant ‘Ōlelo permission to copy the Program and to take excerpts, totaling no more than five minutes, for use in ‘Ōlelo samplers of ‘Ōlelo’s programming, except when negotiated otherwise. Any such negotiations shall be mutually agreed upon and confirmed in writing.
7. I agree that any damage or loss to the program matter submitted by me even though due to negligence or other fault of ‘Ōlelo, its agents, employees, representatives and affiliates will only entitle me to a like amount of blank videotape. Except for such replacement, the acceptance of videotape is without other warranty or liability and recovery for any incidental or consequential damages is excluded.
8. I understand that tapes left longer than 30 days from the time I am contacted to pick-up my tape(s) will be recycled.
9. I understand that my contact information below will be made available to the public in connection with the Program.
10. **Please Check all applicable blanks below:**
 I am a resident of O`ahu. If you are not a resident of O`ahu, you must have a local O`ahu sponsor.
 I am 18 years of age, or over. If you are under 18, this form must be signed by a parent/legal guardian.
 I am the local PRESENTER -or- I am the PRODUCER.

I have read, understand and agree to abide by the above policies.

Name (Print): _____ Signature: _____ Date: _____

Representing: (Organization’s name) _____

Mailing Address: Street _____ City _____ Zip _____

Contact Numbers:

Home _____ Office _____ Fax _____ Cell: _____ Email _____

**The contact information must agree with the information in ‘Ōlelo’s database and may be given out upon request.
 If the Copyright Holder is different, attach a permission letter with contact information.**