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## **Operating Policies & Procedures**

**June 1, 2014**

# WESTFORDCAT PEG Access Programming Operating Procedures

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## **I. INTRODUCTION**

### **About WestfordCAT:**

Westford Community Access Television, Inc (WestfordCAT) is a non-profit organization incorporated in Massachusetts and serves the Westford community. WestfordCAT manages all aspects of the production and presentation of programs that are carried on the Public, Educational and Governmental (PEG) Access channels locally televised in Westford, posted on westfordcat.org, or streamed on westfordcat.org.

### **Our Mission**

To promote and facilitate the use of local access to enhance a free and diverse exchange of ideas and interests that foster community participation and educational opportunities.

To achieve this mission WestfordCAT is committed to:

- Encouraging community involvement in the production of local access programs while maintaining a friendly, open and creative environment that allows individual ideas to develop into collaborative productions.
- Maintaining an educational setting for WestfordCAT members in an effort to advance their knowledge of video production.
- Encouraging the creation of unique programs to share with our community.

As part of this responsibility WestfordCAT provides:

- Training and technical assistance in the use of video and television production equipment
- Access to production and programming resources
- Time on the public, educational, and/or governmental access channels, as appropriate
- Online program availability on westfordcat.org and WestfordCAT's internet channels such as YouTube.

These resources are available for the production and presentation of programming of interest to the Westford community. Residents of Westford, as well as businesses, organizations and institutions within or affiliated with Westford, are welcome and encouraged to use these resources. The nature of access programming is that everyone in the community has equal access to the facilities and channel time.

## II. PROGRAM SCHEDULING

Channel and facility times are provided on a first-come, first-served, non-discriminatory basis to any WestfordCAT member submitting a request, in accordance with the operating rules. It should be understood, however, that since this is a shared resource, specific channel time and equipment use requests cannot always be guaranteed.

### A. Scheduling Channel Time

1. Requests for channel time shall be processed on a fair and equitable, non-discriminatory basis, subject to availability.
2. Channel time scheduling requests must be submitted at least two (2) weeks prior to the desired date. At the discretion of staff, and if the desired time slot is available, the two-week submission rule may be waived to allow for the timely cablecast/webcast of newsworthy events.
3. Members must sign an Statement of Compliance upon joining WestfordCAT and a Cablecast Request form before any program is scheduled.
4. If scheduling and equipment allows, a program may be repeated any time during any weekly period at the discretion of the WestfordCAT staff. First-run programs have priority over reruns in scheduling.
5. Requests for consistent time slots: Program series will be allocated at the discretion of the staff, provided ample time remains available for other programming requests and if the following conditions are met:
  - a. A WestfordCAT member produces or sponsors the program series.
  - b. Titles and descriptions of programs are submitted at least two (2) weeks in advance of the scheduled time.
  - c. The producer or sponsor provides new episodes on a consistent basis, such as a monthly update.
  - d. A series time slot will be allocated for new series only if the WestfordCAT member:
    1. has completed two programs prior to their request, or
    2. has successfully produced two live programs in the proposed series.

If a series producer or sponsor regularly fails to have the program ready for its scheduled cablecast, the staff may, at its discretion, reassign the time slot.

A series will receive priority scheduling over programs airing one time.

6. Except for live and series programming, channel time will generally not be scheduled until a program is complete and all the information pertaining to the program is supplied to the staff for scheduling.

## **B. Scheduling Conflicts**

1. Facility use for media dubbing, practice, or any other personal purposes has the lowest priority and will be bumped if the facility and/or staff time is needed for programming.
2. For other situations, staff can resolve the conflict at its discretion.

## **C. Cablecasting Procedures for Recorded Media**

1. Recorded media includes, but is not limited to, pre-recorded material, recordings of live productions for replay, and “live to media” recordings.
2. Producers must obtain in writing, and produce upon request, all the necessary approvals, clearances, licenses, etc. in order to cablecast/webcast any program material obtained from entities such as, but not limited to, cablecast stations, networks, music licensing organizations, performer's representatives, and any and all other persons as may be necessary for authorization to cablecast/webcast the program material. Failure to provide proof of the necessary clearances, rights, licenses, etc. will result in the suspension of the particular program, series, or episode in question until such proof is produced. (See page 13- section V. part B for information on use of copyrighted material).
3. Labels – Before a program can be cablecast, all video media must be clearly labeled with the following information:
  - a. Title of program
  - b. Producer’s name
  - c. Length of program
4. Show Openings -- The beginning of all programs should include an opening with the show name and the producer name and contain no standard black or color bars.
5. If the media is a recording of a live program, the date and time of the original cablecast should be noted. WestfordCAT reserves the right to add a disclaimer or overlay indicating that the program was previously cablecasted.
6. The end of a program must include the following, in this order:
  - a. Appropriate production credits

- b. WestfordCAT credit – (i.e., “Produced at WestfordCAT”, if applicable)

7. Video media owned by the Producer must be picked up within ten days of the last cablecast. After sixty (60) days, WestfordCAT assumes no responsibility.

8. Media scheduled for cablecasting/webcasting must be brought to the staff at least seventy-two (72) hours prior to the scheduled channel time, unless otherwise arranged with the staff.

#### **D. Cablecasting Procedures for Live Programs**

1. See Section A above for procedures and information on requesting channel time. A live program from the studio or other approved locations must be scheduled and successfully tested prior to the cablecast.
2. Live programs may only be presented on the channel assigned by the staff.

#### **E. Technical Standards**

1. Programming must meet minimum quality standards for cablecast. WestfordCAT reserves the right to pre-screen programs for technical standards. If programming does not meet minimum technical standards and/or does not comply with FCC regulations and the law, as specified in the Statement of Compliance, WestfordCAT will refuse the request for playback.
2. All video media supplied for cablecast must be on DVD or in the following file formats: .mpg, .mov, .mp4, or .avi unless other arrangements have been made.
3. Video media must be of such quality that a processing amplifier used by the channel will accept the signal. If the amplifier will not accept the signal and the resulting picture is unstable, the video media will be rejected.
4. Audio quality of all video media will be constant and of sufficient level to permit adequate reproduction on WestfordCAT transmission equipment.
5. If staff notices an abnormal number of production problems with a video media (i.e. poor audio or video), the producer may be asked to re-train.

#### **F. Credits/Disclaimers/Labeling of Sensitive Material**

1. WestfordCAT reserves the right to include the following notice before and/or after a program: **“The views expressed on the following [or “preceding”] program are those of the individual producer and do not necessarily reflect those of**

**WestfordCAT and its staff. WestfordCAT is not responsible for the production or quality of this program.”**

2. If requested by WestfordCAT the following credit shall be added: **“The preceding program was made possible through the community access facilities of WestfordCAT.”**
3. If WestfordCAT makes a good-faith determination that the subject material in a program may offend some viewers and/or may not be appropriate for children, WestfordCAT may require that the following announcement be added to the beginning of the program: **“The following program may contain sensitive material. Viewer discretion is advised.”** WestfordCAT reserves the right to run potentially offensive programming at later time periods. Failure to notify WestfordCAT of potentially offensive material prior to a program or episode airing may result in loss of privileges.

### **G. Grants, Underwriting and Sponsorship**

1. Underwriting and sponsoring of programs aired on WestfordCAT channels must adhere to federal guidelines for such purpose. All underwriter and sponsor spots must be pre-approved by the staff prior to airing. Such programs must still include WestfordCAT’s credit (See above).
2. WestfordCAT must be notified when a producer’s program is underwritten.
3. Any individual or group submitting a proposal for grant funding for a project that involves the use of WestfordCAT’s facilities must obtain prior written approval from WestfordCAT’s staff.

### **H. Personal Profit/Commercial Use**

Individuals, non-profit organizations, or any other member may not use all or any part of the program for personal profit or gain. Members found to be using the facilities or equipment for personal profit will be subject to loss of privileges.

Agencies wishing to lease WestfordCAT space or equipment for commercial or other projects not related to access programming may do so, at the staff’s sole discretion, providing these policies and regulations are adhered to and subject to the following additional conditions:

1. Prior approval of the Board of Directors of Westford Community Access Television, Inc.
2. Equipment, space, and staff availability. The staff’s primary responsibility is to accommodate its members, and their needs take precedence over any and all commercial projects. A WestfordCAT staff member must be present for all shooting and/or editing sessions, and costs will be included in the rental and services agreement

3. Proof of adequate insurance against liability and property damage.
4. Other conditions as deemed necessary by the Executive Director.

Rates for the commercial use of staff and the lease of the studio and/or equipment are established by the Executive Director and detailed in the rental and services agreement.

### **I. Sponsored Programs**

Sponsored programs are programs that are not produced in Westford. Rather, sponsored programs are pre-produced and prerecorded material that is shipped or brought to WestfordCAT for PEG Access use by a member. Sponsored programs must be strictly noncommercial in nature, and technical and production quality must be high. Locally produced programs will receive priority scheduling.

1. A resident must sponsor the program by signing the Cablecast Request Form and indicating that it is a sponsored program (Appendix B) and providing proof of residency.
2. Any public, non-profit organization or state agency can sponsor programs with only one representative as the sponsor. The non-profit organization does not have to be based in Westford but the representative must be able to furnish proof of its non-profit status and that it does serve Westford, i.e. one representative must be a resident of Westford and a member of WestfordCAT. (Appendix B)

### **III. USE OF FACILITIES AND EQUIPMENT**

WestfordCAT's channels and facilities are a medium for expression and free speech. No individual will be denied the use of the facilities on the basis of race, sex, age, physical disability, religion, or political belief. It is hoped that Westford's residents, non-profit organizations, and institutions will utilize this resource as a means to produce a wide variety of programs.

#### **A. Eligibility to Use Production Equipment and Facilities**

1. Availability -- Equipment and facilities are available to residents of Westford and representatives or employees of businesses, non-profit organizations and agencies that serve Westford on a first-come, first-served, and nondiscriminatory basis.
2. Minors -- Eligible persons who are minors must have written permission from their parent or guardian to use WestfordCAT facilities. The parent or guardian must sign the membership form, accepting responsibility for scheduled production equipment and/or program material if the minor is the producer of a program. A responsible adult shall execute the necessary assurances that authorization has been obtained concerning the use of any equipment by a minor and/or appearance of any minors on a cablecast program. Such adults shall be

responsible for liability resulting from the use of equipment or an appearance by a minor.

3. A producer must have successfully completed the applicable WestfordCAT workshop or demonstrate, on a standardized equipment use test, the basic operation of the requested video equipment. If the producer has not used the equipment or facilities for more than one year, re-certification may be required.
4. Producers must sign a Statement of Compliance before using the facilities. This document certifies that the producer has read, understands, and will abide by the operating rules, and agrees to be solely responsible for the content of any programs produced or scheduled for cablecast if they are the producer of record.

## **B. General Facility Policies**

WestfordCAT provides facilities, equipment, and channel time for video productions. In return, producers must obey all of WestfordCAT's operating procedures regarding channel and facility use.

1. No smoking, food, or beverages are allowed in the control room or studio area, or in our remote studio control rooms, at any time.
2. Anyone found to be under the influence of alcohol or drugs, or carrying a weapon of any kind, will be removed from the premises. This will result in the loss of privileges.
3. Abide by safety guidelines. See Section C below.
4. There will be no use of WestfordCAT phones or other office equipment, unless granted permission by WestfordCAT staff.
5. Producers are responsible for loss or damage to facilities and equipment due to negligence or abuse.
6. Producers using WestfordCAT equipment, or studio and post-production facilities, will not change wiring, patch bays, or components without staff permission or supervision. No attempt should be made to work on or repair equipment. Any damage caused in this manner will be charged to the producer. A loss of privileges will result from such equipment abuse. Producers should report any equipment defects or problems to the staff.
7. Producers that are found to be misusing or abusing the equipment may be asked to repeat training, testing and/or be subject to loss of privileges.
8. Staff may waive certain equipment and facility rules at their discretion.

## **C. Volunteer Standards of Conduct**

1. Safety First. Keep yourself safe, keep others safe, and keep company property and equipment safe at all times. Endangering the safety of oneself, others, or company property will not be tolerated.
2. Appropriate, professional, and respectful behavior is expected at all times. Violent behavior will not be tolerated. This includes threatening or intimidating language, any form of physical assault such as striking or manhandling another person, or fighting. Weapons, or any objects resembling weapons, are prohibited while on or in WestfordCAT facilities.
3. Respect. Behavior that could be construed as threatening or harassing (including sexual harassment) toward fellow volunteers, customers, students, vendors, or employees will not be tolerated.
4. Honesty and accuracy. Dishonesty with employees or falsifying records or any other access-related documents will not be tolerated.
5. Be courteous and polite to others, including employees, other volunteers, and guests of the facility.
6. Drug-free environment. Carrying and/or being under the influence of drugs or alcohol at any time while on WestfordCAT property, or while using WestfordCAT Access equipment, is prohibited.
7. Smoking is permitted only in designated outdoor areas, but not within 30 feet of the entranceways.
8. WestfordCAT safety policies preclude cooking of any kind or manner without a properly installed ventilation hood and kitchen hood extinguishing system in both leased and company owned facilities.
9. Company property and facilities are accessible only with proper authorization. This includes, but is not limited to, company e-mail, vehicles, and production and editing equipment.
10. Respect for, and appropriate use of, company property and equipment, including vehicles, and production and editing equipment is required.
11. Privileges may be lost for engaging in any other conduct that WestfordCAT deems unacceptable.

#### **D. General Rules for Equipment Use**

Public, educational, government access programming is created by volunteers and depends on the participation of many active, trained volunteers who use video communication tools in order to independently reflect their ideas. Staff will assist residents in assembling production crews from among trained and qualified volunteers. Training for the production of programming will be provided

on a first-come, first-served, nondiscriminatory basis in accordance with the WestfordCAT's operating procedures.

1. Members must be properly certified and have completed all required planning and equipment forms approved by the staff before the equipment, van or facilities will be scheduled.
2. Non-profit organizations and municipal agencies planning to do programs on a regular basis are encouraged to form a video production committee, which WestfordCAT will then train.
3. Members should only identify themselves as members or producers, and not as employees or staff of WestfordCAT, Inc.
4. Reservations for equipment or facility use may be made up to one month in advance and should be made at least one week in advance. Confirmation of facility and equipment reservations, forty-eight (48) hours in advance, is strongly recommended. Reservation requests can be made with staff in person, on our website, or by phone. Cancellation of equipment or facility reservations should be made at least twenty-four (24) hours in advance, except in the case of emergencies. Repeated last minute cancellations may result in loss of privileges.
5. Additional materials for productions, beyond those supplied by WestfordCAT (i.e. sets, graphics, video media, other materials, etc.), must be supplied by the producer and must be removed after the production.
6. The producer will be loaned working media to shoot, edit and produce their final program. All working media must be stored at the studio, except when needed for an outside shoot. WestfordCAT encourages producers to obtain their own media and to store their programs and work-in-progress files off site. Additional media needs will be considered on a case-by-case basis by staff.
7. Media owned by WestfordCAT will be held at the studio for a maximum of thirty (30) working days. After that time, if previous arrangements have not been made, the producer should either:
  - a. arrange to buy comparable media for personal use
  - b. dub the program onto their own media storage device
  - c. schedule additional post-production sessions, or
  - d. bulk erase and recycle the work media.

All work and master media will be subject to recycling at the discretion of staff.

#### **E. Portable/Field Equipment**

1. Producers holding equipment reservations must follow these check-out and check-in procedures:

**Check-out:**

- a. Sign all required forms and equipment checklists.
- b. Determine with staff that equipment is in working order.

**Check-in:**

- a. Equipment must be returned on time.
- b. Any problems with equipment or damage must be noted on the equipment checklist and brought to staff attention.

Equipment must be picked up and returned during staff hours. Pickups and returns must be made at least 30 minutes before the facility closes.

2. Failure to return equipment when due may result in suspension of privileges and/or a late charge of \$25.00 per day.
3. Equipment may be borrowed for a maximum of forty-eight (48) hours during the week and seventy-two (72) hours over the weekend. Generally, equipment should be picked up not more than one calendar day before the shoot and returned to the station on the day after the shoot. Longer loan periods must be requested at the time the reservation is made and will be honored at the discretion of staff.
4. Producers with portable equipment already checked out will not be allowed to check out additional equipment, unless special arrangements are made with staff.

**F. Editing and Post Production**

- i. Requests to use the editing equipment for titles, special effects, etc. shall be made at least twenty-four (24) hours in advance and will be subject to the discretion of staff.

**G. Studio Facilities**

Studio productions need a crew, talent, set, props, etc. Producers can submit crew requests by email or on the website. A crew sign-up sheet can be available to solicit other volunteers.

A minimum of one (1) week notification is required for scheduling a studio production.

Producers must show up on time for scheduled studio productions and must have the studio and control room equipment and sets put away before the end of the scheduled time period. It is generally good practice to allow for set-up and clean-up of the studio, at least 30 minutes before, and after, the time needed to tape the actual show. Also, remember to leave time before or during the scheduled studio time to brief the crew and talent on the planned production.

Scheduled studio productions will be cancelled if the production crew does not show up within thirty (30) minutes after the start of the scheduled facility time.

#### **H. Program Planning Proposal**

Producers who are planning a new program or series are encouraged to submit a planning proposal which describes the program idea, lists the target audience, outlines production needs, and the facilities and equipment needed to produce a program. A Program Planning Proposal also determines the production responsibilities and copyright ownership. (See Appendix B)

### **IV. PROGRAM CONTENT**

#### **A. Producer Responsibility for Content**

Producers are fully responsible for the content of all program material and have the following program rights and privileges:

1. Ownership of rights to all original material.
2. To request that program master video medias held by WestfordCAT be discontinued from cablecast or erased in the event that program information becomes outdated or obsolete.
3. To play or distribute the video media, for nonprofit purposes only, provided WestfordCAT is given graphic credit within the video media at each cablecast date or play.
4. Video media for making duplicates (dubs) of program masters, or any other media, must be provided by the individual or group making the dub.
5. Producers are allowed to make one copy of programs they have produced with WestfordCAT equipment and facilities. Additional copies can be made for \$10 each. Other programs may be duplicated (with written approval of the original producer) for \$10 per program.

#### **B. Prohibited Material**

1. Obscene and indecent material. This type of programming is not permitted on cable television by federal law.
2. Material which constitutes libel, slander, invasion of privacy or publicity rights, or which might violate any other local, state or federal law.

3. Programs containing material that violates copyright or trademarks. Use of such material generally requires obtaining appropriate rights from music licensing organizations, publishers, representatives, copyright holders, broadcast stations, networks and any other persons as may be necessary for cablecast. Producers may be asked to furnish written authorization for use of such materials.
4. Program material that creates the immediate danger of damage to property or injury to persons; the substantial obstruction of law enforcement or functions or services; the deprivation of any person by threat, threat of force or physical action through the exercise of a legal right, or the disturbance of any person in the enjoyment of a legal right; or the creation of a public nuisance.
5. The direct or indirect presentation of lotteries or lottery information, except for announcements pertaining to state-sponsored lotteries.
6. By law, WestfordCAT may not exercise any editorial control over Public, Educational, or Governmental uses of access channels.

### **C. WestfordCAT Program Rights**

As WestfordCAT has provided materials, facilities, and staff support for the production of programs, WestfordCAT has the following rights:

1. To retain the edited master of the program for its library.
2. To make duplications of the program for noncommercial distribution, except where permission has expressly been denied in advance. Producers will always be given graphic credit in the video media for such use.
3. To cablecast the program as often as is deemed appropriate and on any of its affiliated cable systems.
4. To exercise the option of deleting or disposing of an obsolete or unusable program after it has been cablecast.
5. WestfordCAT should be notified of any subsequent use of any program produced and cablecast with television facilities, if the producer received any profit or remuneration. WestfordCAT must be reimbursed for equipment rental at fair market value or 50% profit whichever is smaller. This is not a rental agreement.
7. WestfordCAT will own programs produced by WestfordCAT's staff. When WestfordCAT staff produces a program, with the assistance of volunteer or staff crew, it is considered to be a WestfordCAT program and the copyright ownership is held entirely by WestfordCAT.

**D. Coverage of Public Affairs Issues**

Producers are under no legal obligation to show any viewpoint other than their own. Residents with diverse viewpoints are encouraged to use public access to express those ideas.

**E. Political Advertising**

Political candidates are subject to the same policies and regulations as are other users of the PEG access channels.

Paid political announcements are considered commercial in nature and thus excluded from the channels.

Compliance with any election laws applicable to the candidate is the sole responsibility of the candidate. WestfordCAT does not have the responsibility, or even the capability, to edit programs in order to verify compliance with such laws. After the filing deadline for candidates in all local (Westford) elections has passed, WestfordCAT will:

1. Provide for the recording of one announcement, no longer than 5 minutes, for each qualified candidate. Studio time will be made available for recording such announcements and may be reserved on a first-come, first-served basis, beginning two months prior to the election. A common background and set design will be provided by WestfordCAT, and the candidate must appear alone. No additional signs or props will be allowed. No candidate will be present at another candidate's recording session. No candidate will be allowed to rerecord their message at a later date.
2. Candidates' announcements will be cablecasted on an equal basis during the WestfordCAT program rotation. These will be cablecast beginning one month prior to the election and ending after the election or when a candidate has officially withdrawn from the race.

Other election-related programming produced by WestfordCAT may be undertaken at the discretion of the staff.

**V. GRIEVANCES**

- A. Grievances**-- Any grievance regarding the assignment of workshop space, channel time allocation, equipment and studio use, or any other matter regarding WestfordCAT facilities should first be discussed with the Executive Director. If that does not provide an acceptable solution, a grievance may be filed in writing with the WestfordCAT Board of Directors.

**VI. BULLETIN BOARD ANNOUNCEMENTS**

- A. Eligibility**  
A still graphic information service is available, free of charge, to non-profit organizations providing public service announcements and/or event information to Westford.

## **B. Procedures**

1. To place a message on the Community Bulletin Board, choose one of the following methods:
  - i. submit your request using the form on our website, [www.westfordcat.org](http://www.westfordcat.org)
  - ii. e-mail your request to: [bulletin@westfordcat.org](mailto:bulletin@westfordcat.org)
  - iii. mail a request to: WestfordCAT, PO Box 1037, Westford, MA 01886
  - iv. fax a request to: (978) 692-5246
  - v. bring to: WestfordCAT, 487 Groton Rd, Unit B, Westford, MA 01886
2. Message request should be submitted one (1) week prior to the desired starting date.
3. General messages that do not pertain to a specific event will be shown as long as possible depending on available space. In order for the message to be renewed, a request must be re-filed every two (2) months.

All other rules regarding limitations on content for programming apply to bulletin board announcements.

## **VII. RESPONSIBILITY**

Producers are responsible for all the WestfordCAT facilities and equipment used by them. This includes responsibility for the actions of their guests, assistants, and others.

WestfordCAT is not responsible for lost, stolen, or misplaced video media stored at the facility. Producers assume total responsibility for the safety of their video media.

In the event that a Producer's video media is damaged by WestfordCAT staff or equipment, said media will be replaced with a blank video media of equal or greater value. Except for such replacement of media, there is no further warranty made by WestfordCAT or liability to WestfordCAT for any loss damage or injury sustained by the Producer. Therefore, WestfordCAT strongly recommends all producers keep duplicate copies of all video media.

## **VIII. INSURANCE**

Producers are responsible for all WestfordCAT equipment signed out to them.

All WestfordCAT equipment is insured. However, in order for the insurance company to honor a theft claim:

- A. A police report must be filed;
- B. Equipment cannot have been left unattended or unsecured;
- C. There must be proof of unauthorized forcible entry into the vehicle or location of theft; and
- D. Equipment must not have been left in a car overnight.

In the event the insurance company does not honor a claim, it is the responsibility of the Producer to reimburse WestfordCAT for the full replacement value.

## **IX. VIOLATIONS**

In order for these policies and regulations to be effective and to keep operations running smoothly, a monitoring system has been instituted. There are two types of rules which, if violated, can result in restrictions placed on the Producer. The Executive Director or duly designated WestfordCAT staff member is authorized to issue warnings and suspensions.

### **A. Major Violations**

Major violations will result minimally in an immediate 90-day suspension of Producer privileges. These include, but are not limited to:

1. Unauthorized commercial, personal, or for-profit, or other unauthorized, use of WestfordCAT facilities, equipment and/or use of channel time
2. Producer misrepresenting themselves as WestfordCAT staff, employee, or a member of the Board of Directors
3. Falsifying WestfordCAT and /or related forms
4. Taking or reserving equipment without WestfordCAT staff permission
5. Abuse and/or neglect of WestfordCAT property and equipment
6. Attempted self repair of WestfordCAT equipment
7. Any unauthorized use of WestfordCAT equipment or property without WestfordCAT staff permission
8. Verbal or physical abuse of WestfordCAT staff or other members or producers
9. Stealing WestfordCAT property and/or equipment

### **B. Minor Violations**

Minor violations may include but are not limited to:

1. Failure to cancel a reservation.
2. Late pickup or late return of equipment without notification and approval
3. Mishandling of equipment
4. Eating or drinking in restricted areas
5. Smoking anywhere within complex
6. Failure to clean up after using WestfordCAT premises
7. Handling restricted WestfordCAT property or equipment
8. Entering off-limits areas without prior approval of the WestfordCAT staff
9. Parking and/or loading-zone infractions

Minor violations within the calendar year will be dealt with as follows:

1. First violation: verbal warning
2. Second violation: written warning
3. Third violation: 30-day suspension of privileges

### **C. Appeals**

Producers are encouraged to resolve difficulties at the WestfordCAT staff level. Any producer wishing to review a decision of the WestfordCAT staff may file a written request for a hearing before the Board of Directors of Westford Community Access Television, Inc.

### **X. WESTFORDCAT RIGHT TO REFUSE**

WestfordCAT staff reserves the right to refuse the use of its facilities to any individual who appears to be under the influence of alcohol or drugs or who interferes in any manner with the orderly conduct of business.

### **XI. INDEMNIFICATION**

Producers shall indemnify Westford Community Access Television, Inc. and save it harmless from and against any and all claims, actions, damages, liability and expense in conjunction with personal injury and/or damage to property arising from the use of WestfordCAT property, equipment, or use of WestfordCAT's premises or any part thereof occasioned wholly or in part by any act or omission of a producer.

## Appendix A

### DEFINITION OF TERMS

**Access Channels** -- Channels set aside by the cable operator for use by the public, educational institutions, municipal government.

**Broadband Communications System** -- Frequently used as a synonym for cable television. It can describe any technology capable of delivering multiple channels and services.

**Cable Television System** -- A broadband communications system, capable of delivering programming and information services from a set of centralized antennas, generally by coaxial cable, to a community. Other integration includes fiber optics and satellite and microwave communications.

**Copyright** -- The exclusive right to the material contained in a program. The right covers reproduction, publishing, and cablecasting of information.

**Crew** -- Individuals working with the producer to assist in the production of programming.

**Education Access** -- Channel time reserved for noncommercial educational access programming.

**Federal Communications Commission (FCC)** -- The U.S. governmental agency established in 1934 to regulate electronic communications. The FCC succeeded the Federal Radio Commission.

**Government Access** -- Channel time reserved for federal, state, and local officials to disseminate information to their constituents via cable television.

**Libel** -- A written or oral statement that conveys an unjust characterization.

**Local Origination** -- Cable programming entirely planned and produced by WestfordCAT staff and/or a pre-produced video media that is cablecast on a channel controlled by the cable operator. There may be volunteer input on ideas and involvement in the production, but editorial control and responsibility rests with WestfordCAT.

**Members** -- Any qualified individual who is a resident, employee, or member of a non-profit organization, or of a municipal agency that serves Westford and has signed the Statement of Compliance Agreement. Members have access to training and can schedule equipment, studio or facility time, and/or channel time in their name. They can attend membership and annual meetings and have voting rights. Annual membership fees are waived for all members who subscribe to cable services from Comcast or Verizon in Westford. Non-subscribers are subject to an additional annual fee. Non-residents can also apply for membership as a non-voting member and are subject to an additional annual fee.

**PEG** -- Refers to "Public, Educational, and Governmental" access channels; i.e. PEG channel(s).

**Political Candidate** -- Any person who has publicly announced their candidacy by formal declaration and meets the legal qualifications for office. If running for nomination in a primary election or seeking election to office: (a) qualifies for a place on the primary ballot, or (b) has publicly committed to a write-in campaign.

**Producer** -- An access or organizational user that is responsible for the production of a PEG Access cable program. The producer is WestfordCAT's main contact for a program and must be a member of WestfordCAT. While a program may involve many members working on the same production, the producer agrees to be personally and financially responsible for all liabilities arising from safety and other violations of WestfordCAT's PEG access programming operating procedures by themselves or any members of the production crew. (In the case of a minor, the parent or guardian assumes all responsibility for program content and other liability outlined in WestfordCAT's PEG access programming operating procedures and the Statement of Compliance.

**Programming** -- the news, entertainment, information resources, and educational presentations carried on the public access channels on Comcast Cable Television services.

**Public Access** -- Channel time, available on a first-come, first-served, nondiscriminatory basis, specifically reserved for noncommercial access programming by members of WestfordCAT.

**Public Access Programming** -- Programming produced by members using WestfordCAT facilities and equipment. When a member brings in a prerecorded program for cablecast, it is also considered public access. In both these instances, WestfordCAT, by federal law, may not edit or control content. This programming must be noncommercial.

**Slander** -- A false oral statement that is meant to defame a person's character.

**Sponsored Program** -- Programs not produced in Westford, but rather pre-produced and either shipped or brought to the station by a member for presentation on our channels.

**Staff** -- Individuals employed by WestfordCAT.

**Volunteer** -- Members who volunteer their services for assisting in the production of programming, the scheduling of programs, or in the station operations.

## **Appendix B**

### **WestfordCAT Forms**

APPLICATION FOR MEMBERSHIP

STATEMENT OF COMPLIANCE

PORTABLE EQUIPMENT USAGE AGREEMENT

PERFORMANCE AND VISUAL ARTS RELEASE

CABLECAST REQUEST FORM