

REQUEST FOR COMMUNITY PROGRAMMING COORDINATOR, FACILITIES, & EQUIPMENT

Name of Program Producer _____

Title of Program _____

Address _____ Phone _____

City/ST/Zip _____ Date _____

E-Mail Address _____

TYPE OF PROGRAM
 Special Programming, i.e. concerts, plays, pageants, debates, etc. (See pg. 5, sec. 9.3.a.)

 Weekly Series (30 minute program; airs once a week)

PRODUCTION METHOD INFO. (PRE-PRODUCED OR EQUIPMENT NEEDED CATEGORY)
YES NO
YES NO
 Pre-produced tape
 (Tape is ready for broadcast as is)

 Use of studio facilities needed
 (Program to be taped at Studio)

 Use of camera equipment needed
 (Video cameras, etc., supplied by
 Studio will be used for taping)

 Use of editing facilities needed
 (Previously taped material will
 be edited with Studio's equipment)

The following section is to be completed only if the producer requests the appointment of one assistant to aid in the equipment pick-up/drop-off and/or editing of their program in keeping within scheduling requirements as set forth in the Company's policies & procedures. It is the producer's responsibility to contact the Company regarding any scheduling requests and/or alterations.

 I, _____, hereby authorize _____ to access
 (Name of producer) (Name of production assistant)

the Company's equipment and facilities in my behalf in order to assist me in the production of my program. I realize, that as producer, I still remain ultimately responsible for any and all damages that may occur to equipment and/ or facilities while in the care of my assistant.

_____ (Producer signature) _____ (date)

 This request must be presented to Time Warner Cable no less than 60 days prior to the expected date for cable casting a completed tape or beginning production using the Company's equipment. A Production Coordinator will contact the Program Producer to discuss the request.

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CONDITIONS FOR AIRING

WHEREAS, Time Warner Cable (hereafter the "Company") has made available the use of Community Programming equipment and/or channel time on its cable television system in the San Antonio area to the public for the local production and presentation of cablecast programs, and

WHEREAS, _____ (hereafter "Producer") desires to use said Community

(your name)

Programming equipment and/or channel time on the cable system for the cable casting and/or production of the program(s) entitled

(program title)

NOW, THEREFORE, in consideration for above, Producer, and his, or its successors and assigns, hereby agree to the following as of this _____ DAY OF _____, 20_____.

1. Producer has read the "Community Programming Rules" for Time Warner Cable, and agrees to abide by all of the provisions. The Company's "Community Programming Rules" are incorporated by reference and made part of this "Conditions for Airing".
2. Producer warrants that it has all necessary rights and clearances to transmit over the Company's cable system all of Producer's program material without any liability of any accruing to the Company.
3. Producer warrants that its cablecast presentations on the cable television system shall not include any of the prescribed prohibited material outlined in the "Community Programming Rules" referenced above.
4. Producer agrees to submit its program material to his Coordinator for the Company's review no less than **fourteen** (14) days prior to dissemination on the Company's system and the expected date for transmission; and understands that, if in the opinion of the Company, the program material is in violation of any section of the Company's "Community Programming Rules", the program will **not** be cablecast and Producer will have an opportunity to edit out the objectionable material.
5. Producer assumes all responsibility as producer and/or originator of any of Producer's programming carried on Company's system. Producer agrees to indemnify the Company and/or any other cable television system over which Producer's material is transmitted and/or disseminated, the Company's officers, directors, employees, or those of any other cable television system, and agrees to hold the aforementioned harmless from any liability, loss or damage, including reasonable attorney's fees, caused by or arising out of any material supplied by Producer in connection with its utilization of the Company's cable casting equipment and/or channel time.
6. Without limiting the generality of the foregoing, Producer further agrees to indemnify and save the Company or any other cable television system over which Producer's material is transmitted, and/or their respective officers, directors, and employees harmless from any and all claims, damages, costs,

and liability of any nature whatsoever, including counsel fees, which may be imposed by reason of any claim that any material transmitted and/or disseminated by the Producer violates or infringes upon the rights, trade names, trademarks, copyrights, patents, literary, or dramatic rights or right of privacy of any other owner, licensor, copyright holder or any writer, composer, or other person, corporation, partnership, or entity, or that said materials constitutes libel or slander.

7. Producer agrees to defend all actions to which any prior indemnity applies and to conduct the defense thereof at its expense and by its own counsel. The Company shall have the right to participate in such defense at Producer's expense and by its own counsel, and Producer agrees that it will cause its counsel to cooperate with the Company in such instances.
8. Producer, individually, and, if applicable, on behalf of all members of the organization of which Producer is a member, hereby releases the Company, its successors and assigns, from any legal action, claims and demands whatsoever which the Producer or its organization ever had, has, and may have, including, without limiting the generality of the foregoing, any claim which may arise against the Company as a result of Producer's or, if applicable Producer's organization's cablecast presentation, or any mistakes, omissions, interruptions, delays, errors, or defects in the Company's transmission of Producer's cablecast presentation.
9. Applicant agrees that any program which is produced in whole or in part by Company staff, or with company equipment, will not be distributed or sold without express written permission from the company.
10. Producer agrees that Company retains complete discretion in the scheduling of any programming submitted by producer and in the frequency with which such programming shall be carried.

ACCEPTED FOR THE COMPANY

ACCEPTED FOR THE PRODUCER

BY: _____
(Receptionist)

BY: _____
(Producer Signature)

(Date)

(Title of Program)

(Coordinator Assigned)

(Date)

(Date Assigned)

**PLEASE RETURN COMPLETED ORIGINAL FORMS AS SOON AS POSSIBLE TO:
TIME WARNER CABLE STUDIOS, 8434 GAULT LANE, SAN ANTONIO, TX, 78209**

*****NO FAXED INFORMATION WILL BE ACCEPTED*****

Please give us a brief description of the type of Public Access show you want to produce.