

ACCESS USER AGREEMENT

EAST HAVEN PUBLIC TELEVISION, INC. (ETV) CHANNELS 18, 19, 20

I, _____ as producer (SPONSOR) of the videotape program entitled _____

Accept full responsibility for program content submitted for cablecast on channel _____

I submit the program on behalf of or as a representative of _____

Individually and on behalf of the Organization listed above, hereby agree to indemnify and hold harmless ETV and its partners, affiliates, officers, directors, employees, and agents from and against liability, damages, and expenses (including legal fees) arising out of any and all claims incurred as a result of cablecasting the Program.

I warrant and represent that the Program does not contain:

- a) Any solicitation of funds or advertising of material designed to promote the sale of commercial products or services, including advertising by and on behalf of candidates for public office.
- b) Any material that is obscene, indecent or an invasion of privacy.
- c) Any material concerning lottery information, gift enterprises, or similar schemes.
- d) Any material requiring union residual or other payment including but not limited to talent crew unless those payments have been executed or waived.

I agree to make all appropriate arrangements with and to obtain all copyright and other clearances and rights from, broadcast stations, networks, sponsors, music licensing organizations, performers representative, program owners, program syndicates, and any and all other persons or entities as may be necessary to lawfully transmit the Program. I agree to be bound by any access channel programming requirements or restrictions and operating rules and procedures, and by any applicable state or federal regulations or franchise agreement stipulations.

I agree that ETV assumes no risk and makes no guarantee, express or implied, regarding the safety of tapes and other materials in ETV's possession. I hereby release and agree to indemnify and hold harmless ETV's custody. I acknowledge that ETV shall not be liable to me for any failure to cablecast the program as scheduled, due to equipment breakdown or any other reason. I acknowledge that my only remedy to cablecast the program is the cablecasting at another time.

I understand the ETV is relying upon this agreement and the representations contained herein in permitting the program to be transmitted on the access channel noted above. I agree that in addition to all the remedies and indemnifications specified in this agreement that ETV may prohibit my further use of the access channel(s) should I violate the terms of this agreement.

Signature _____ Date _____

Address _____ Telephone _____

Length of Program _____ Requested broadcast dates _____

VHS _____ SVHS _____ DVD _____ Requested broadcast times _____