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COMMUNICATIONS

PUBLIC ACCESS

GUIDELINES

AND

AGREEMENTS

Revised 1-06

PUBLIC ACCESS MISSION STATEMENT

*In compliance with government regulations and as a public service,
Cox Communications supports the development of quality public
access programming for our customers.*

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COX COMMUNICATIONS SAN DIEGO PUBLIC ACCESS GUIDELINES AND AGREEMENTS

I. INTRODUCTION

- A. "Public Access" is the term used to define the programming opportunities available to individuals and groups to present local issues, highlight entertainment, and discuss political/social interests- and for non-profit organizations to produce television programs in and for their community to be shown on Public Access Television.
- B. Section 611 of the Cable Communications Policy Act of 1984 (the Cable Act) enables local franchise authorities to establish requirements in a local cable television franchise for public, education and government access, if it so chooses. As such, Public Access provisions vary by community.
- C. Any individual, group or entity from within the community served by Cox who is also a qualified applicant, will be allowed to submit a videotaped program for showing on Public Access Television, Channel 23/18, and/or will be permitted to use the studios, editing and remote facilities for the purpose of producing a Public Access program for cablecasting by Cox.
 - 1. "Cablecasting" is the term used to describe the playback of community programming; the on-air use of the Public Access channel space. The cablecasting of pre-produced non-commercial programs will be facilitated through the Cox playback facility in El Cajon, California. At present, the programs will be aired on Channel 23 in the Cox South area and Channel 18 in the Cox North area.
 - a) As a public service, Cox Communications San Diego (Cox) offers use of Public Access Channel space to residents of communities served by the cable system even though a particular community may not have franchise required public access privileges. In these instances, Cox is under no legal obligation to provide this service and may revoke it at any time.
 - 2. "Facilities" is a term used to designate the Public Access studios, edit suites, tape dubbing stations and remote equipment. Cox currently maintains two studio facilities for the production of Public Access programs. Portable production equipment and editing facilities are also available to qualified residents. Those jurisdictions whose residents are eligible to access the facilities are; Chula Vista, Encinitas, La Mesa, San Marcos, Santee, Solana Beach, Vista and the City of San Diego.

II. ELIGIBILITY

- A. Only individuals, organizations, agencies or institutions residing in, or sponsored by individuals or organizations operating within the Cox' service areas, are eligible for cablecasting Public Access programs.
- B. Facilities and/or equipment usage is restricted to qualified residents within the Cox service area. Residents of the following cities may access equipment AND channel space: Vista, San Marcos, Solana Beach, Encinitas; Chula Vista, La Mesa, Santee and the City of San Diego. All other residents may ONLY access channel space. In order to become qualified to utilize equipment and facilities, potential Public Access users must successfully complete the training workshops, turn in a program proposal and receive proposal approval.
- C. Individuals must be 18 years of age or older. Minors must be represented by an adult 18 years of age or older who shall assume all legal responsibilities for the program and actions of the minor(s), and said adult shall be responsible for obtaining all authorizations required.

III. PROGRAMMING GUIDELINES

- A. According to sec. 611 (e) of the Cable Act, "a cable operator shall not exercise any editorial control over any public, educational, or governmental use of channel capacity provided pursuant to this section."
- B. While Cox will in no way arbitrarily deny the use of Public Access functions to anyone on the basis of philosophical points of view or subject matter, Cox will act to fulfill its responsibility to adhere to local, state and federal laws and regulations program content and quality of program technical presentation.
 - 1. Neither will Cox arbitrarily censor any qualified access user, nor exercise any control of program subject matter.
 - 2. Cox will act ensure that the program content is in compliance with local, state and federal laws and franchise requirements.
- C. The following types of programming are prohibited:
 - 1. Programming of a commercial nature or containing any of the following is prohibited:
 - a) Advertising material designed to promote the sale of products or services, including any aural or visual display or representation of a commercial business, store, product, service, trademark, service mark, trade name, logo or jingle;

(Sec. III, C 1 continued - *types of programming that are prohibited*)

- b) Appeals for funds by, or on behalf of, qualified candidates for public office and/or ballot initiatives and measures;
 - c) Solicitation or appeal for revenue or funds in any way.
2. The following are examples of types of illegal programming that are prohibited by applicable federal, state, or local laws:
- a) Information concerning any lottery, gift enterprise or similar scheme, offering prizes dependent in whole or in part upon lot or chance; or any list of prizes drawn or awarded by means of any such lottery, gift enterprise, or scheme whether said list contains part or all of such prizes. (Violation of this rule is subject to criminal liability under federal law, title 18, U.S.C. Sec. 1304). A program comes within this prohibition if in connection with such a program, a prize consisting of money or thing of value is awarded to any person whose selection is dependent in whole or in part upon lot or chance; if, as a condition of winning or competing for such a prize, such winner or winners are required to furnish any money or thing of value; or are required to have in their possession any product sold, manufactured, furnished or distributed by a sponsor of a program cablecast on the system in question.
 - b) Material that is intended to defraud the viewer or designed to obtain money by false or fraudulent pretenses, representations, or promise. (Violation of this rule is subject to criminal liability under federal law, Title 18, U.S.C. Sec. 1464).
 - c) Obscene matter. (Violation of this rule is subject to criminal liability under federal law. Title 18, U.S.C. Sec. 1464). Examples of obscene material may include, but is not limited to the following: profanity, frontal nudity; explicit sexual activity; anal cleavage; masturbation; copulation, and/or pedophilia.
- D. No program produced at the Public Access Facility shall contain material which is subject to copyright, except where the applicant has proven compliance with applicable laws or has received permission from the holder or any individual who has power-of-attorney from the holder of said copyright.
- 1. The producer must guarantee and insure that all necessary copyrights have been given. It is the responsibility of the Public Access producer to get all appropriate copyrights and not the responsibility of Cox or Public Access Television.
 - 2. Applicants are required to inform Cox Public Access whether or not their program involves copyrighted material, or material subject to other ownership or royalty rights. The applicant shall make known to Cox all arrangements with the program owners, copyright owners, and owners of any clearance before the program may be presented over the Public Access Channel of this cable system.

(Sec. III, continued)

- E. All Public Access producers shall guarantee that all people appearing on camera have signed an "Approval Talent Release" form. People appearing at large public forums may be exempt.
- F. Failure to provide appropriate copyright and/or talent release forms may result in the cancellation of all Access privileges and cablecasting of the program in question.
- G. Except as provided in this section, no program shall include matter of any type which constitutes a credit or acknowledgment to any person, business, enterprise, product or foundation which is given during any Public Access Television cablecast as a result of the "airing" of that announcement for which economic consideration has been made. It is understood that grants and/or other types of support may be made to individuals, groups or entities for the purpose of underwriting the cost of creating or producing programs. In such cases, a standard nondescript "patron's acknowledgment" may be placed at the beginning and at the end of the program (*i.e.*, "*This program was made possible by...*").
- H. Although commercial programming such as advertising is prohibited from Public Access channel space, where programming is merely underwritten, the following type of underwriter sponsorship tags may be used:
 - 1. Tags are limited to standard block letters appearing no more than 15 seconds at the beginning and/or end of the program.
 - 2. Logos, products, slogans, jingles and/or the address and phone number of the sponsor are not permitted.
 - 3. Cox Public Access reserves the right to inspect budgets, sponsorship agreements and financial statements in regards to underwriting to insure the project is in compliance with section III, C1 (page 2) of this document which prohibits programming of a commercial nature.
- I. The use of ALL telephone numbers, mailing addresses or website addresses shall not violate any prescribed rules within these guidelines.
 - 1. Permissible phone numbers or addresses to be shown during a program or in credits may include those of the local producer submitting the program or the non-profit organization producing the show. These phone numbers are to be used for information only- not for the sale of any product or service.
 - 2. Telephone numbers, mailing addresses and website addresses within a submitted program must be pre-approved by the Public Access coordinator.
 - 3. The use of guest phone numbers or addresses, or the phone number or address of any commercial business, is not allowed.

(Sec. III, continued)

- J. All access users assume complete responsibility for the content of the programming provided. Any disputes that arise concerning the programming shall be resolved between the user and the complaining party.
- K. To ensure compliance with these guidelines, Cox may require written scripts or transcripts for a program.
- L. If any of the above guidelines are violated, the cablecasting of your program may be subject to delays due to further review. If it is found that a Public Access Producer does not adhere to these standards, his/her cablecasting privileges may be suspended.
- M. Cox reserves the right to run a statement of disclaimer before and/or after a Public Access program to alert customers that the views expressed in the program are not necessarily those of Cox.

IV. TECHNICAL STANDARDS

All programs to be cablecast must meet the following technical standards. Cox reserves the right to deny the airing of programs that do not meet the listed technical standards.

note: brackets [] indicate areas that apply to analogue tape formats. These statements are "rules of thumb" and may not be applicable to digital formats.

- A. Only Betacam SP format videotapes capable of time base correction and playback on a VTR will be eligible for airing. [Original footage must be taped on format comparable or superior to 3/4" U-matic.]
- B. The program videotape must be of good quality, [maximum third generation,] with low noise content and a minimum of color smearing, have horizontal stability in all modes, be free of break-up or glitch, have an understandable sound track and be free of creases or drop out.
- C. Program audio on Betacam SP tape must be mixed (in either mono or stereo) to channels 1 and 2. Audio must be clear and understandable.
- D. Programs must be a maximum of 28 minutes 30 seconds or 58 minutes 30 seconds in length. (All program series must be between 27:00 and 28:30 or 57:00 and 58:30 running time).
- E. The tape must start with 60 - 75 seconds of color bars followed by 15 -30 seconds of studio black, then program video. The tape must also be blacked at the end of the show. After the program, BLACK THE TAPE TO THE END OF THE REEL.

(Sec. IV, continued)

- F. Any program editing must be done electronically (i.e., on an editing machine). Camera edits caused by turning the camera off and on while shooting are not acceptable due to the quality loss and break-up this causes during cablecasting.
- G. There must be only ONE program recorded on each tape.
- H. [All tapes must have titles and credits recorded on a character generator or otherwise graphically displayed using standard block letters.]
- I. Tapes must be clearly labeled on the exterior of the box and the exterior of the cassette utilizing standard tape labels. The label must include the following information:
 - 1. Title of the show.
 - 2. If it is part of a series, indicate the show number and/or the title of this episode.
 - 3. If the show is a "special" (non-series program) please indicate.
 - 4. Length of the program. (VERY IMPORTANT)
 - 5. Name and phone number of the Public Access Producer or Organization.
 - 6. Date that the show was completed.
- J. Cox reserves the right to deny the airing of programs that do not meet the listed specified standards.

V. SCHEDULING GUIDELINES AND CABLECASTING

- A. Public Access programming refers to non-commercial programs provided by an organization and/or members of the public and retransmitted by the Licensee on the Public Access Channel.
 - 1. Tapes may be submitted and picked up Wednesday through Friday between the hours of 1:00 PM -5:00 PM, or by appointment, at Cox Public Access, 1277 N. Cuyamaca Street, El Cajon. Tapes **will not** be accepted via Mail.
- B. Appropriate paperwork **MUST** accompany all programs submitted for playback.
 - 1. All Public Access applicants must sign a "Public Access Producer's Agreement" releasing Cox from all liability associated with Public Access prior to submitting videotapes. Videotapes will not be accepted without a signed "Public Access Producer's Agreement."

(Sec. V, B continued)

2. A separate application (Public Access Producer's Agreement form) must be submitted for each single show or series.
 - a) A series is defined as six or more separate programs that fall under the same theme or subject matter, and are closely identified as belonging in a group.
 3. All applications for Public Access use will be kept on file for public viewing for two years.
- C. All tapes must be submitted for scheduling, with appropriate paperwork approved, at least 14 days prior to airdate. Failure to present a program within the specified time period may result in the loss or rescheduling of air time.
- D. Franchise requirements only mandate one airing per program and no Public Access program will be aired more than two times in a six-month period.
- E. In the event available channel space becomes fully utilized, access producers will be added to a waiting list. A program may be repeated if overall programming demand is not high.
- F. Access users are responsible for claiming their tape(s) after the airing of the program. Cox will keep the tape on hold for 30 calendar days after program airing.
 1. Cox is not responsible for tapes left longer than 30 calendar days after airing. After such time the tape becomes the property of Cox and will be recycled.
- G. Cox reserves the right to publicize and/or promote any Public Access program aired on its channels. However, Cox has no obligation to publicize or promote any or all Public Access programming.
- H. Cox cannot be held responsible for the loss, destruction or damage to the program; the failure or refusal to cablecast the program; or for cablecasting at the scheduled time.
- I. No single Public Access producer, institution, agency or organization may have more than one program airing weekly on the Public Access schedule. Additional guidelines to ensure equitable time allocation may be imposed when necessary.
 1. **Cablecasting hours are subject to change. Additionally, the schedule is designed at the discretion of Cox Communications and is also subject to change.**
- J. **ANY VIOLATION OF THE ABOVE GUIDELINES MAY RESULT IN THE LOSS OF CABLECASTING PRIVILEGES.**

VI. PUBLIC ACCESS PRODUCTION FACILITY

Although the use of the Public Access Production Facilities is without charge, the following guidelines will apply. These restrictions are to insure that all qualified Access users have equal and reasonable access to equipment.

A. Cox shall maintain production studios, editing facilities, dubbing stations and remote equipment to be used by qualified producers with the assistance of the Public Access Coordinator for the production of programs for the Public Access Channel.

1. The present locations of the Access Production Facilities are:

Cox South		Cox North
1277 N. Cuyamaca Street	OR	4100 Avenida de la Plata
El Cajon, CA 92020		Oceanside, CA 92056

2. Cox will make production space available at these locations and shall provide sufficient production equipment as required.

B. Access facilities and equipment will be made available to all qualified groups and individuals on a first-come, first-served basis. Only qualified users will be permitted to be present at the Production Facility and only in connection with the use of the Facility for production of Public Access programming.

1. Persons utilizing the Production Facility will, at all times, be subject to supervision by authorized Cox representatives.

C. In addition, certain portable equipment will be made available for small, single camera, on-location shoots. It is the responsibility of the Access user to coordinate with the Public Access Coordinator as to which equipment will be required a minimum of 10 working days in advance so as not to disrupt the efficient operation of the Production Facility.

D. The user of the Public Access facility or the portable field equipment must never represent themselves as an employee or as a representative of Cox Communications.

E. Cox Communications does not maintain the Public Access Production Facilities for the personal profit or gain of others. Use of the Production Facilities for profit or for the production of programming intended for commercial distribution without written consent of Cox is prohibited.

1. Cox understands that there may on occasion be programs which, although produced as a non-commercial venture, may have a market for distribution. In these special cases, prior approval must be obtained from the Public Access Coordinator before any agreement can be entered into between the user and

(Sec. VI, E 1 continued)

any distribution entity in order to calculate necessary production costs based on a current commercial "rate card."

- F. Failure of any Access user to comply with the rules of the facility may result in suspension of said user's Access privileges.

VII. STUDIO USAGE

- A. Studio time will be allotted in 4-hour blocks. In order for studio time to be reserved, the Access user must be a certified Public Access Producer.
- B. All access users shall hold Cox and the licensing authority harmless from any loss, damage, charges or expenses incurred while using the access facilities and equipment.
- C. Cox is not responsible or liable for any claims made against the access user.
- D. If the access user fails to comply with production requirements, which causes suspension of the access production, Cox shall have no responsibility to the access user.

Studio Regulations

- E. At least one studio supervisor will always be on hand to supervise the technical set-up of the studio facility as well as the production. This staff member will have ultimate authority regarding the use of the equipment as related to all technical specifications and set-up procedures.
 - 1. In addition, a list of involved persons in studio productions should be submitted to the Public Access coordinator two days prior to studio reservation date.
- F. Public Access producers must provide their own qualified crew, videotape and related materials (sets, props, make-up, etc.).
- G. To insure efficient use of the equipment, Cox may request proof of scripts and/or storyboards.
- H. There will be no eating, drinking or smoking at any time inside the studio, control room and audio booth. In addition users may not bring in alcohol, illegal drugs, firearms or deadly weapons.

VIII. EDITING USAGE

- A. Editing time will be allocated in four hour blocks. In addition to the certified Public Access Producer, only necessary people should attend edit sessions.
- B. Public Access Producers will provide videotapes to produce their program.
- C. To insure efficient use of the equipment, Cox may request proof of scripts and/or storyboards.

IX. REMOTE EQUIPMENT

- A. Checkout of the remote equipment will be on a per day basis. All check-ins and checkouts must be completed one (1) hour prior to the closure of the Access Facility. Equipment checkout and check-in on the same day will be considered as one day usage.
- B. Only a certified Access user may checkout equipment. The user must provide a crew.
- C. Equipment may not be taken into the air, beyond the shoreline, or out of San Diego County borders.
- D. The user checking out the equipment must never represent themselves as an employee or as a representative of Cox Communications.
- E. Cox reserves the right to inspect use of the equipment and facilities, including remote locations, to insure proper use and protection of the equipment.
- F. The user must sign the appropriate checkout form. Inherent to the checkout agreement is the understanding that the user will assume full responsibility for damage to the equipment incurred until it is checked back in (beyond normal wear and tear).
 - 1. If the equipment is damaged and the matter is not rectified in a reasonable amount of time, the user will have his/her certification revoked and will be suspended from the use of the Facilities.
 - 2. In addition, **THE PUBLIC ACCESS PRODUCER CHECKING OUT THE EQUIPMENT WILL BE LIABLE FOR ALL COSTS INCURRED BY COX AS A RESULT OF THE DAMAGE.**
- G. When each user returns the equipment, it will be tested to assure that it is in proper working order. After all the equipment has been tested, it will be checked off to insure that each piece has been returned.

[Sec. IX, continued]

H. A refundable \$200.00 deposit is required to check out the equipment.

X. COX LIABILITY

- A. Cox undertakes no responsibility to the user or any other party for any legal liabilities that may arise as a consequence of the presentation of public access programming. Users shall sign release forms to indemnify, defend and hold Cox harmless for all liability of any kind whatsoever, including costs of legal defense arising from the presentation of public access programming provided by the user. Users are cautioned, therefore, to be aware of applicable local, state, and federal laws.
- B. Cox assumes no responsibility or liability for access programming that is provided or produced by representatives of the community. Users found responsible for illegal programming or programming containing information intended to defraud the viewer will forfeit their right to access.
- C. If Cox fails to air all or part of a Public Access program for any reason including but not limited to equipment failure or other causes beyond the control of Cox, such failure shall not be considered a violation of Cox Communications' agreement to provide Public Access channel time.
- D. Cox shall make best efforts to ensure that submitted videotapes are returned to the supplier in as good condition as submitted, taking into account reasonable wear and tear. Any tapes remaining in the possession of Cox for longer than 30 days may be recycled.
- E. The access user hereby waives, and forever releases Cox from any and all claims and demands, including without limitation, any claim which arises as a result of the user's use of Cox facilities or the production or cable distribution of any material in connection with this use that the user ever had, has or may have against Cox, except for claims arising from Cox Communications' fraud, willful injury, or violation of law. It is further understood and agreed that this release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected.
 - 1. In this regard, the access user expressly waives all rights under Section 1542 of the California Civil code. Said Section reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.”

XI. MISCONDUCT

- A. In the event of any misconduct while using the Public Access Production Facility, the Supervisor, Coordinator or an authorized company representative may immediately terminate the production and direct all persons involved in the production to leave the Facilities.
- B. Misconduct shall include, but not be limited to, the use or suspected use of any alcohol or drugs; unsafe, improper or unauthorized use of any equipment; and loud or disruptive activities or other conduct which interferes (or could interfere) with the Facility's normal operations.
- C. Cox will refuse use of the production facilities to any person reasonably suspected to be under the influence of alcohol or drugs or who acts in a disruptive manner. Cox personnel will enforce rules regarding conduct and procedures for using the facilities or equipment.
- D. Cox reserves the right to refuse equipment and facilities use to any person, organization or institution that violates the equipment use policy or Public Access Guidelines.

XII. PUBLIC INSPECTION

- A. In compliance with FCC regulations, Cox Communications maintains a complete record of the names and addresses of all persons, groups, organizations or other entities requesting Production Facilities and/or cablecasting time.
 - 1. Any changes of addresses, names, and/or telephone numbers of Public Access users must be provided within 30 days of the change.
- B. Persons requesting to inspect the public files shall identify themselves by name and address in order to insure Public Access Television administrative control of such records. These records may not be removed from the Production Facility.
- C. Cablecasting time will not be made available to any Access user who refuses to have his/her identity maintained in the records and available for public inspection as required by this section.
- D. All records required herein, including requests for Public Access Channel time, shall be maintained for a period of two (2) years.

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Public Access Producer's Agreement

This Agreement is to be filled out and handed in with your completed videotapes at the time they are submitted for airing. Tapes submitted without this agreement will not be reviewed for airing. The person signing this agreement is the legal producer/sponsor of the program and therefore solely responsible for the program and our only contact concerning the program. If any information on this form is inaccurate or missing, tapes will not be reviewed for airing. Read your guidelines.

I, _____, an individual over the age of 18,
(Print your name)

have read the Cox Communications Public Access Guidelines
and Agreement revised 1/06 and I will abide by its terms.

Signed: _____

Show Title: _____

Address:(no post office boxes) _____

City: _____ State: _____ Zip: _____

Telephone No.: _____ Cell / WK#: _____

Date: _____