



STATEMENT OF COMPLIANCE

- A. I have read, am thoroughly familiar with, and agree to comply with ORCA Media's Policies and Procedures. I acknowledge that the Policies and Procedures may be amended from time to time by ORCA Media. All such amendments shall be posted at the ORCA Media access facility. I agree that my use of ORCA Media facilities or resources shall constitute my acceptance and agreement to comply with all of the Policies and Procedures, including any amendments adopted by ORCA Media as of the date of such use.
- B. Program material that I will record and/or submit for cablecast will not contain:
1. Material directly promoting the sale of products or services that are offered by any participating member of the given program. Non-profit corporations are exempt from this policy.
 2. Advertising that endorses or opposes candidates for public office that is also intended to be presented as a paid political advertisement on other media.
 3. The solicitation or appeal for funds for any purpose (unless specifically authorized by ORCA Media).
 4. Material that constitutes or promotes any lottery or gambling enterprise.
 5. Obscene material, as defined by applicable law.
 6. Material that constitutes libel, slander, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright, or that might violate any local, state or federal law.
 7. Material that may create an immediate danger of damage to property or injury to persons.
- C. I certify that I meet the user eligibility criteria set forth in ORCA Media's Policies and Procedures.
- D. I assume full responsibility for the content of all program material cablecast and will ensure that such program material will not violate any right of any third party.
- E. I have obtained or, before the program material is cablecast, will obtain all required approvals, clearances, licenses, etc., for the use of any program material I submit for cablecast, including but not limited to approvals by broadcast stations, networks, sponsors, music licensing organizations, copyright owners, performer's representatives, all persons appearing in the program material, and any other approvals that may be necessary to transmit program material over the channels managed by ORCA Media.
- F. In recognition of the fact that neither ORCA Media nor its staff are censoring the content of my public access channel cablecast, I agree to indemnify and hold harmless Onion River Community Access Media, Comcast, the cities/towns served by ORCA Media, and their respective directors, officers, agents and employees from any and all liability or other injury (including reasonable costs of defending claims or litigation), arising from or in connection with claims for failure to comply with any applicable laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of any contractual or other obligations owing to third parties by ORCA Media and for any other injury or damage in law or equity which claims result from my use of an access channel on the cable television system.
- G. I agree that I shall not represent myself or any other person involved in public access programming activities as an employee, representative or agent of ORCA Media, Comcast or Channel 15.
- H. In my use of public access channels, equipment, facilities or resources, I agree to comply with all applicable rules and regulations of federal, state or local governments and all other regulatory agencies including the Federal Communications Commission.
- I. I agree to pay the costs of any repair or replacement of equipment or materials resulting from damage, misuse or theft while such equipment or materials are in my possession or control, normal wear and

tear excepted. I understand the penalties that apply if I do not return equipment or materials on time.

- J. I shall not use ORCA Media channel space, facilities or equipment for any financial gain or other commercial purposes without prior agreement with ORCA Media. I understand that programming produced using ORCA Media equipment or facilities must be cablecast at least once on a channel managed by ORCA Media.
- K. I agree not to make any claim against ORCA Media or its staff as a result of any of the following: ORCA Media's loss, destruction or damage to video content or ORCA Media's failure or refusal to cablecast the program at a scheduled time. I hereby waive and release any such claims against ORCA Media or its staff and represent that the program has no economic value other than the value of the format on which it is recorded.
- L. I understand that false or misleading statements made in this Statement of Compliance are grounds for forfeiture of the right to use ORCA Media's channel space, facilities and equipment.
- M. I understand and agree that I am an independent contractor and that no relationship of employer-employee or principal-agent exists between ORCA Media and myself.
- N. I agree to allow ORCA Media to use all or part of access programs I produce for promotional purposes, including cablecast and no-charge closed-circuit presentation.
- O. Any waiver of any breach of this Statement of Compliance shall not waive any continuing or other breach of the same provision or any other provision of this Statement of Compliance.
- P. Should a dispute arise between parties with respect to their rights and duties under this Statement of Compliance, the prevailing party, in such dispute shall be entitled to recover its attorney's fees and costs incurred in connection therewith.
- Q. This Statement of Compliance is non-transferable.

Producer/Sponsor/Access User's Signature

Date

ORCA Media Staff

Date

If the Producer/Sponsor/Access User is under 18 years of age:
**"I have read, understand, and will take responsibility for the above
Producer/Sponsor/Access User's compliance with all rules, procedures and this
Statement of Compliance."**

Parent or Guardian's Signature

Date