

Greenbelt Access Television, Inc.

Policies and Procedures Handbook for Members



15 Crescent Road, Suite 204
Greenbelt, MD 20770
Studio: 301.507.6581

www.greenbeltacesstv.org

Facebook: [Greenbelt Access Television](#)

YouTube: [Greenbelt Access Television](#)

Greenbelt Access Television (GATe) is an independent, non-profit 501(c)(3) corporation founded to manage the public access channel and production facilities provided for Greenbelt residents. Major funding for the services provided by GATe come from franchise fees from Comcast and Verizon cable communications. Additional funding is generated through membership/class fees, fundraising, donations and the generous support of the City of Greenbelt.

GATe's Mission Statement:

The mission of Greenbelt Access Television, Inc. (GATe), is to provide quality community television in two overlapping areas: **Public access and education.**

In the area of **public access**, we encourage residents of all ages and organizations in and around Greenbelt to produce non-commercial community-based programming to air on the GATe channels and distributed through other electronic media. To this end, we offer training in the operation of cameras and editing software, equipment, and staff support. In the area of education, GATe produces or assists in the production of programs designed to inform the public about organizations, events, environment, and other features of the entire Greenbelt community, to be aired on the GATe channels and distributed through other electronic media.

In the area of **education**, GATe produces or assists in the production of programs designed to inform the public about organizations, events, environment, and other features of the entire Greenbelt community, to be aired on the GATe channels and distributed through other electronic media.

What is Public Access Television?

Public access television is an extension of your first amendment rights. Public access was developed by Congress in the early 1970's to ensure local communities would have access to the burgeoning cable networks so they could provide local programming within the global system. Residents can submit their own productions to the station and cablecast shows of their own making to a mass audience-as long as they are non-commercial in nature. In addition, local viewers will be provided with programming created mainly for local residents. In many locales, public access television stations also provide television production training and equipment.

Cities generally have three kinds of access channels: public access, educational and government – or PEG. GATe channels are public access programming.

How is it paid for? Any business that uses a public "right of way" – streets, roads, and airwaves – negotiates a rental agreement with the local government for its use. The rent paid by a cable company comes in the form of franchise fees. In Prince George's County, a portion of those fees are used to provide capital and operating budgets for the City's access channels and the public access television facilities.

About GATe

Greenbelt Access Television, Inc. (GATe), is a non-profit organization chartered by the City of Greenbelt to bring public access to the Greenbelt area. GATe was established in 1986 to enrich the cultural landscape by presenting, producing and enabling a wide array of quality contemporary art, performing arts, and community media programs. GATe enables residents to become empowered through the dynamic medium of television and video.

Qualified GATe members may schedule and use GATe facilities and equipment, and anyone interested in public access television is encouraged to become a member of GATe and support the efforts of all who contribute their time and services to create a program for the community.

GATe membership is available to both Greenbelt residents and non-residents. For more details, read the section "Getting Started" below.

GATe's channel is carried by Comcast on channel 77 and Verizon FiOS on channel 19. In addition, Verizon FiOS is carried beyond Greenbelt to several surrounding jurisdictions.

Hours of Operation

During the school year hours are from 11AM – 7PM, Monday through Friday. Summer hours vary and are generally 4PM – 7 PM, Monday through Friday. Saturday hours are from 10AM – 12 Noon. GATe is closed on Sundays. Other hours may be arranged by appointment.

GATe is closed on major holidays: Dates on which the facility will be closed will be posted on the GATe website. Community video producers will be required to return equipment by the next business day. Please plan program submission and equipment/facility usage accordingly.

Other days and times of weather and early closings will coincide with the Greenbelt Community Center calendar. Note: The Community Center follows Prince George's County Public School closings due to inclement weather or other emergencies.

Getting Started

Attending one of our scheduled orientations is the best way to get started. During an orientation the GATe staff will review the various opportunities available to members, discuss our training programs, and conduct a (short) tour of our facility. Those interested can sign up for membership and courses at the end of an orientation.

Membership is available to both Greenbelt residents and non-residents. GATe's membership fee is \$25 for incorporated Greenbelt residents, as well as residents of Berwyn Heights, College Park, and New Carrollton; \$50 for other Prince George's County residents; and \$75 for non-county residents. To get started, please turn in a completed copy of the GATe membership form along with the proper payment. In addition, proof of residency is required.

Acceptable forms of proof of Greenbelt residency include a driver's license, state issued ID, and/or proof of residence through another form of documentation. (A post office box is not an acceptable address.)

Organizations must provide proof of Greenbelt incorporation. Applicants are responsible for submitting changes in address, phone number and/or e-mail address. Those found to have submitted false or inaccurate proof of residency may be suspended from membership for the rest of the year without refund.

Once a GATe member, there are a number of GATe opportunities to engage in. For example, you can assist in GATe's special events, Utopia Film Festival, attend training courses or assist in the production of other programs as a volunteer. For use of the field equipment and cameras a camera certification is required.

GATe's camera operation class and editing courses are designed to certify members in the use of our equipment in order to assist or produce their own program content. The classes vary in length from a single 3-hour session to courses lasting 10 sessions. Prices start at \$50 and can be higher depending on the course. Check the website for details on classes.

Your Relationship with GATe

Once you have your camera certification and are producing videos for GATe, you are considered a Certified Producer. Certified Producers are not employees of GATe and may not identify themselves as such. Falsely identifying yourself as a GATe employee is considered a major infraction and can result in suspension of privileges. Only programs authorized by GATe can be identified as GATe productions.

The use of the GATe logo is permitted for the use in advertisements, flyers, and on the program itself. It is not permitted on business cards, clothing, or promotional items created by community producers. Instead, text copy using “as seen on GATe” may be used.

In order to maintain a neutral identity, GATe cannot provide press credentials for any producer of GATe. Community video producers are responsible for soliciting press credentials under their own name/production company and must represent themselves as independent producers and not as GATe producers. The community video producer may include GATe in its solicitation as long as it is identified as the cablecasting platform. For example: My name is Tom, and I produce “Show Title” that appears on GATe.”

Content Standards

In order to best serve the Greenbelt community, GATe strives to provide a means of notifying parents or guardians when programming appears on the access channel that may be inappropriate for children. GATe also wants to assist people in making informed viewing decisions while providing an opportunity for all forms of expression without censorship and in accordance with existing laws.

Programs containing excessive vulgar language, nudity, extreme physical violence, extreme degradation, graphic depiction of invasive medical procedures, or indecent material will be scheduled between the hours of 12AM to 5AM and will be preceded by a message advising viewer discretion. Indecent material is defined as material that describes or depicts sexual or excretory activities or organs in a patently offensive manner as measured by contemporary community standards.

Curse words are prohibited by the FCC.

Therefore, producers must present a “clean” copy for cablecast. Curse words must be bleeped out or substituted.

Community video producers are responsible for notifying GATe if their program contains material requiring an advisory message.

It is a violation of GATe policy to submit for cablecast, programming that is obscene or made unlawfully.

Sponsorship Standards

Charging for time on the Access Channel is not allowed.

Time on the public access channel is available free of charge. Community video producers cannot require compensation from individuals in exchange for appearing on the GATe Channel under the pretense of having purchased time on the GATe Channel. Community video producers also cannot charge or receive payment from a person or organization in order for their content or likeness to appear on your program. Channel time may not be sold to another program provider or third party. Violation of this policy is considered a major infraction and can result in cancelation and other penalties.

Program Credits

Programs Created with GATe equipment

Programs produced with the GATe equipment or using the GATe facilities must credit the facility within the program’s credits. This acknowledgement must appear at the end of the program.

Program Credits for Sponsors

Programs may acknowledge sponsors (individuals, businesses, or other organizations that have contributed goods, services, or funding used in the program production).

- Sponsors can be acknowledged at the beginning and/or end of the program only
- Total credits for all contributions are limited to 60 seconds
- Credit may be aural, visual or both
- Credits may not contain any advertising information

It is recommended that the permitted acknowledgement include a voiceover of up to 15 seconds while the name/logo of the sponsor is displayed graphically.

Sample of permitted voiceovers:

“This program was made possible with the underwriting from [name of sponsor]”. “Local presentation of [name of your program] was made possible by [name of sponsor].” “This program has been brought to you by [name of sponsor].” “We would like to thank [name of sponsor] for making this program possible.”

Allowed

- Video titles that include the name, address, phone number and website of the sponsoring company or organization video of the front of the main office or store location video of the sponsor or employees

Not Allowed

- Calls to action like “buy”, “try” or “consider”
- Comparative statements, qualitative adjectives or subjective evaluations (like “the best hamburger in Greenbelt”) of a service provided for a cost by the organization
- Promotional information such as price, product or service descriptions

Facility Usage

If you would like to use the GATe equipment, studio, and/or editing suites to produce your program, you will need to become a Certified Producer. A Certified Producer is an individual who is trained to use the GATe equipment and facilities to create programs for cablecast on the GATe Channel. The use of GATe’s resources is for the explicit purpose of producing public access programming for cablecast on the GATe Channel. Use of the GATe equipment or facilities for any other purpose will be grounds for immediate suspension.

Producers experiencing technical difficulties should report them immediately to the Staff member on duty.

- No eating or smoking is allowed in the studio or editing suites. Water is permitted in the studio, but should not be stored near computers. Food may be used as props during the taping.
- Studio reservations are on a 4-hour time block and should be vacated in a timely manner. Failure to do so may result in a suspension of the producer’s privileges.
- Rewiring of any kind is not permitted and could result in suspension.
- Only trained and certified producers can be part of the studio crew.

- Studio crew must consist of at least four people, not including the Producer if the producer is hosting the show.
- Only Certified Producers are allowed to work as crew.
- The Certified Producer or Co-Producer must be present at all times during the studio session.
- Set up may begin only when the Producer arrives. If the Producer is running late he/she should notify the GATe Staff immediately.
- If the producer is more than 30 minutes late, the allotted time may be canceled.
- Under no circumstances are weapons allowed in the GATe studio.
- You are welcome to bring your own props and sets to GATe, however; they cannot be stored at GATe. All items brought into the studio for use during your session must be removed by the end of the session.
- The studio should be struck and returned to clean, normal operating condition before the end of the reserved block of time.
- Consumption of alcoholic beverages and non-prescribed or illegal drugs is prohibited on our premises. Anyone who appears to be under the influence of alcohol or non-prescribed or illegal drugs will be denied access privileges.
- Alcohol containers or the appearance of alcohol containers must be cleared with the Executive Director BEFORE they are brought in the building.
- Extemporaneous conversation and cell phone use should be restricted to non-GATe areas during taping.
- Productions utilizing GATe facilities must acknowledge GATe in the closing credits of the video, i.e. "Produced through the facilities of Greenbelt Access Television."

Equipment Usage

- All reservations are made on a first-come first-served basis.
- To reserve equipment or editing time, producers must let staff know in advance, arrange for a pick up and drop off time, and fill out an equipment rental form upon their arrival at the studio
- Arrival/Pick up time for all reservations are given a 30-minute grace period.
- If you arrive after this time your reservation could be canceled and charged against your allotted time.
- Last minute reservations will be accommodated on a space-available basis.
- Reservations cannot be transferred to other certified producers.
- Cancellations must be made at least 5 hours in advance. Multiple cancellations may result in limited access in the future.
- Producers must check out their own equipment in person.
- Producers must appear on time for pick up. Failure to do so may result in a cancellation. Frequent tardiness may result in limited access in the future.
- Producers are required to set up and test each piece of equipment prior to leaving GATe. If a piece of equipment does not work, please notify staff immediately. Producers must sign the equipment checkout form and assume responsibility and full liability for the safe operation and return of all items.
- Any defects, missing parts, or damages must be noted on the checkout form by the producers and brought to the attention of staff.
- Producers should allow 30 minutes for field equipment checkout. Once the equipment is tested a GATe member must sign and approve their Equipment Rental form.
- If a Producer fails to return all equipment by the scheduled end of their reservation, they will be charged a late fee per piece of equipment per day beginning on the scheduled day of return. Chronic lateness may result in suspension of equipment access privileges.
- Producers may use only the equipment they have been trained to use.
- Producers are allowed to take the equipment within a five-hour driving radius, roughly 250 miles. Should your shoot take you further than the five-hour distance, authorization from the Executive Director is required.
- When returning equipment, producers are responsible for demonstrating that all equipment listed is in proper working order.

- Producers are the exclusive party liable for any equipment damage during the shoot regardless of who was operating the equipment at the time the damage occurred.
- Operation of GATe equipment under the influence of alcohol or non-prescribed or illegal drugs is grounds for suspension or loss of the producer's access privileges.
- The following conditions will lead to a suspension of field production use privileges: missing equipment; damaged equipment; lost equipment; equipment returned late; misused equipment; or equipment reserved, signed out, or checked in improperly.
- Producers will be liable for the cost of replacing or repairing any equipment that is damaged or lost while in their possession. The Executive Director will provide an invoice with a breakdown of the costs of repairs and/or replacements. Remuneration of the total cost of repairing or replacing the equipment will be paid in full within 60 days. Failure to remit payment will result in immediate suspension of privileges. GATe will use all avenues to collect full payment for the cost of repair or replacement of equipment, including legal actions against the Producer.
- Producers will be liable for the cost of replacing any equipment stolen while in their possession. If equipment is stolen, the Producer must file a police report immediately. The police report must be submitted in person to the Executive Director within 24 hours. A payment plan for recovering the full cost of stolen equipment may be arranged on a case-by-case basis.
- Failure to submit a police report, alerting the Executive Director of the theft or not remitting payment as determined will result in immediate suspension of privileges. GATe will use all avenues of collecting full payment for the stolen equipment including engaging authorities to recover equipment or payment and pursuing legal actions against the Producer.

Editing Suites

- Editing suites are only to be used for preparing a program for cablecast on the GATe access channel.
- Only Certified Producers may operate the equipment in the editing suites.
- Failure to appear on time for a scheduled editing session may result in the time being given to another producer.
- Editing session reservations will be held for 30 minutes past the scheduled check-in time before being canceled or given away.
- Producers are expected to be proficient in the operation of the editing facilities. Technical assistance is limited. Producers experiencing technical difficulties should report them immediately to GATe staff.
- Producers may not alter any editing suite wiring, make technical adjustments, or reconfigure the equipment in the editing suites.
- The Producer must leave the editing station clean and ready for the next producer.
- Producers failing to adhere to any of the terms and conditions listed above run the risk of having their equipment and editing privileges suspended or permanently revoked.
- Under no circumstances are weapons allowed in our GATe Studio or Community Center space.
- Cell phone use is restricted within the editing suite area. Cell phone calls should be taken outside of the Studio. Conversations should be kept to a minimum.
- Producers must use the editing suite assigned to them.
- Producers may only use one editing suite at a time.

GATe Technical Standards

- Videos and shows can be submitted on thumb drives, hard drives, and over the internet.
- Videos submitted to GATe should include a title and description for use on social media.
- If you are submitting a video produced through the facilities at GATe, you are agreeing for your video to be broadcast on our cable channels, streamed on our website, and posted to our YouTube and Facebook pages.
- Video submissions must have reasonably clear sound unless representing an intentionally artistic perspective

- Video submissions have reasonably viewable composition and visual aesthetics unless representing an intentionally artistic perspective.

Program Content Restrictions

- Content must be non-commercial by nature. Programs cannot advertise, solicit business, or promote commercial products, businesses, services, or transactions.
- Content cannot contain material that is slanderous, libelous, an invasion of privacy, or made unlawfully.
- Content cannot contain unlawful use of material that is copyrighted or subject to ownership, or royalty rights, rights of publicity, or other payment. Producers assume the responsibility of receiving permission to use any and all content in their productions that may contain copyright and written consent from those who appear on their show.

In addition, presentation of the following material on the GATe Channel is prohibited.

- Direct solicitation or appeal for funds, items, or services of value for any or all purposes with the exception of non-profit organizations providing an IRS letter of determination indicating 501(C)(3) status. GATe reserves the right to request the Program Sponsor to provide proof of their 501(C)(3) status within 7 days.
- Material that is obscene. The First Amendment does not protect obscene speech. Federal law states that material is obscene if:

The average person, applying contemporary community standards, would find that the work, taken as a whole, appeals to the prurient interest; The work depicts or describes sexual conduct in an offensive way; The work has sexual content and, taken as a whole, lacks serious literary, artistic, political, or scientific value. For more information, please visit the FCC's website at www.fcc.gov/encyclopedia/obscenity-indecency-andprofanity

- Material concerning lottery information, gift enterprise, or similar schemes.
- Programming which may contain material that is intended to defraud the viewer or designed to obtain money by false or fraudulent pretenses.
- Political endorsements or advertising by or on behalf of candidates for public office.
- Material that has a reasonable probability of causing obstruction of law-enforcement or other government functions or services.

When program violations are brought to GATe's attention, steps will be taken as necessary to comply with all applicable federal, state, and local laws, rules and regulations, including cancelation of the program by GATe staff.

Commercial Programming Restrictions

Commercial programming is strictly prohibited on public access channels. Programs may not contain solicitation, advertising, bartering or promotion of commercial products, services or transactions. Programs may not contain information about purchasing a product or service.

Political and Religious Programming Policies

The following are a list of GATe's policies regarding political and religious programming:

- Community/Public access is a public forum and is not bound by any equal-time requirements.
- GATe will not endorse political candidates.
- A political candidate who appears in a program will be considered a guest of that program, and the candidate's appearance will not represent an endorsement by GATe.

- A political candidate who wishes to produce his/her own program for airing on the GATe Channel will be scheduled in accordance with existing programming policies. GATe will not be obligated to schedule political candidates in equivalent time slots opposite of existing political candidates or officials.
- Political candidates who have existing time slots will not receive new time slots to provide them with a larger audience.
- All Program Sponsors who are political officials or declared candidates must surrender his/her time slot for 30 days before the election to prevent its use for campaigning.
- Political candidates may express partisan views and opinions on the GATe Channel but may not use GATe programming as a fundraising solicitation. This policy applies to all Program Sponsors.
- GATe staff will assist political candidates in the same manner as they would assist any other producer.
- At the start and end of any program that includes a political candidate, the program producer must run a slate on-air containing the following text: "The views expressed on this program are those of [names of candidate and producer] and not those of GATe, its Board and Staff."
- All political or religious programs produced using GATe's equipment and facilities must end with a five (5) second slate that credits GATe as follows: "Production facilities provided by Greenbelt Access Television, Inc. The content is the solo responsibility of the Producer and does not necessarily reflect the views of Greenbelt Access Television, the Board or its staff."

Legal Responsibilities

The Program Applicant must make all appropriate arrangements with, and to obtain clearances from broadcast stations, networks, sponsors, music licensing organizations, writers, performer representatives, and all other persons as may be required to transmit its program material over the cable television system.

Program Applicant acknowledges and agrees to be solely responsible for obtaining all clearances and for the payment of any public performance, music licenses, and royalty payments that may be required due to the transmission of any kind of performance contained in their program.

If requested by GATe, the Program Applicant is required to provide satisfactory evidence of such permission within 24 hours.

Using music: GATe does not allow the use of copyrighted music in any video production unless GATe has acquired the rights for the music through its subscription based music library. Other music used in your video either has to be royalty free, or have a Creative Commons license (make sure to follow all licensing requirements, i.e. credit). If you are unclear about music rights, or need access to GATe's subscription based music library, contact GATe staff for more details.

Program Applicant agrees to indemnify and hold harmless GATe and any regulating body or person from any and all liability or any other injury, including reasonable costs of defending claims or litigation, arising from or in conjunction 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 contractual or other obligations owing to third parties; and for any other injury or damage or equity which is claimed to result from the Program Sponsor's use of the public access channel.

Volunteer Program

In order to keep your skills current, we recommend volunteering on as many productions as you can, especially if you are not currently producing a regularly occurring program (monthly, bi-weekly, or weekly). Volunteering offers certified producers the opportunity to gain experience while working side-by-side with experienced producers and knowledgeable staff – and a chance to give back to the

Greenbelt community-at-large by helping to create programming. To be considered for a volunteer position, please contact the Studio to be added to the Volunteer list.

Volunteer for Class Credit

Members are able to earn credit towards GATe training classes when they volunteer their services to shows produced at or through GATe. This credit program allows members to apply accumulated credits of up to 50% towards the cost of any future training course they wish to take. Any volunteer on a certified technical field or studio crew position (e.g. camera, audio, directing, lighting, etc.) can earn a \$20 credit for a three-hour block of time that will be valid for one year from the date of the production. Please note that Producers may not volunteer on their own productions for credit. They may, however, earn credit for volunteering on others productions.

When registering for a class using credits, staff will only use credits earned and recorded in the database up to that date, and only credits that have been earned in the previous one-year period. Credits older than one year will be marked invalid and voided for use.

Anyone who is interested in volunteering should contact GATe staff.

Use your volunteer time to network. Find out if someone on the show is interested in helping with your show. Find out if you can become a permanent crewmember of an ongoing show.

Disciplinary Actions

Purpose of Disciplinary Actions

To guarantee that our equipment and facilities remain in good working order and are used in a way that fulfills GATe's mandate, GATe reserves the right to initiate disciplinary actions against parties violating its rules and procedures. This includes, if necessary, taking legal action against such individuals or organizations. Immediate suspension of privileges may be imposed for major offenses.

Being Asked to Leave the Premises

GATe staff and/or security may request that an individual or individuals leave our premises immediately and shall take additional disciplinary or legal action for the following:

- If an individual appears to be under the influence of alcohol or drugs, or consumes, sells, or dispenses drugs on our premises.
- If an individual or individuals interfere with the orderly conduct of GATe activities, facilities, or programs.
- If an individual is engaged or attempting to engage in illegal activities, whether Federal, State, or local laws.

Minor Infractions

Disciplinary action can be taken for minor infractions, including, but not limited to, the following violations:

- Violation of any of the policies in this handbook
- Failure to return equipment on time, and in proper working order
- Returning equipment that has been improperly packed or is dirty
- Failure to properly strike or clean a production area or facility after using it

- Leaving children unattended
- Smoking, drinking, or eating in any restricted areas of our Studio.

Disciplinary Actions for Minor Infractions

GATe's management staff may impose the following disciplinary actions in cases involving minor infractions:

- First infraction results in a verbal warning with a notation made in the individual's file.
- A second infraction results in a written warning by GATe management staff.
- A third infraction results in suspension of all GATe privileges for 30 days.

Chronic Problems

If there are two previous suspensions for minor offenses, the third offense may result in a suspension longer than 90 days.

Major Infractions

GATe may impose appropriate disciplinary action in addition to seeking legal action for major infractions of the published guidelines, rules, and procedures including, but not limited to the following:

- Misuse or abuse of our equipment or facilities
- Theft or vandalism of property belonging to GATe staff members, volunteers, visitors, producers, and /or their guests.
- Knowingly providing false information on any GATe document or to GATe staff
- Falsely identifying yourself as a GATe or Greenbelt Access Television, Inc. employee
- Unauthorized use of GATe office equipment
- Chronic loss of equipment
- Failure to return equipment through intent, negligence, or loss
- Failure to reimburse GATe for lost equipment
- The use of our facilities for commercial/profit-making purposes or personal purposes, including charging guests to appear on a program or charging others to use an assigned time slot under the pretense of having purchased time on the GATe Channel.
- Removal of equipment or other materials from the Studio without proper sign-out and supervision by a GATe staff member
- The use of GATe equipment by non-certified or suspended users during your reservation.
- Chronic and willful disregard of our guidelines, rules, and procedures
- Verbal, physical or electronic abuse and/or harassment of GATe staff, interns, board, volunteers, producers, or visitors.
- Operating equipment under the influence of alcohol or illegal drugs
- Bringing weapons or narcotics on the premises

Disciplinary Actions for Major Infractions

GATe's management staff may suspend an individual's ability to use equipment, facilities and other resources as a result of a major infraction.

- The first major infraction will result in a suspension of 90 days.
- A second major infraction within five years will result in a suspension of six months.
- Three major infractions will result in a one-year suspension.

- Permanent suspension of all GATe resources may result from a fourth major infraction.
- In cases where an individual's conduct has endangered GATe's facilities, staff, other individuals, or the property of others, the revocation of services may be permanent regardless of the number of previous infractions. A condition for reinstatement of user privileges in cases of lost or damaged equipment and/or facilities will include making restitution for such loss or damages.

Notification of Major Infraction Disciplinary Action

GATe will notify the individual who has been cited for a major infraction in writing within 10 days and state the disciplinary action to be taken. Such notification shall also indicate any conditions for the reinstatement of the user's privileges.

Appeal

Appeals should be in writing and submitted as an appeal to the GATe Executive Director who will respond to the appeal within 14 days. If the GATe Executive Director cannot settle an appeal, it will be brought before the GATe President of the Board who will make the final ruling with input from the GATe Board and staff.

Any cablecasting or facilities access restrictions will remain in effect pending the outcome of an appeal.



Appendix

Program Proposal Form
Program Submission Form
Volunteer Log
Talent Release Form



GATe Program Proposal Form

Program Title:	Producer Name:
Address:	
Home Phone	Cell/Work #
E-mail address	
Program length: <input type="checkbox"/> :28 <input type="checkbox"/> :58	Frequency: <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Special
Taping location: <input type="checkbox"/> GATE Facilities <input type="checkbox"/> Elsewhere:	
Language: <input type="checkbox"/> English <input type="checkbox"/> Other:	Bicycled Program? <input type="checkbox"/> Yes <input type="checkbox"/> No
Purpose of intended show:	
Were <u>any</u> GATE facilities or equipment used in the production of this program? <input type="checkbox"/> Yes <input type="checkbox"/> No	This show is: <input type="checkbox"/> Series <input type="checkbox"/> Special
This show is: <input type="checkbox"/> Time Sensitive <input type="checkbox"/> Special Occasion/Holiday _____	
<input type="checkbox"/> Evergreen	
This show is: <input type="checkbox"/> Suitable for all audiences <input type="checkbox"/> Kids <input type="checkbox"/> Adult <input type="checkbox"/> Seniors	

Genre: <input type="checkbox"/> Health and Fitness <input type="checkbox"/> Sports <input type="checkbox"/> Political <input type="checkbox"/> Educational <input type="checkbox"/> Science <input type="checkbox"/> Arts & Entertainment <input type="checkbox"/> Music <input type="checkbox"/> Religious & Spiritual <input type="checkbox"/> Cooking <input type="checkbox"/> Other	
List GATe crew members: Director: Camera Operators: Editor: Others crew members: List shooting dates and equipment required: 	
List Editing schedule and finish date: 	

TERMS AND CONDITIONS

All persons using the facilities of Greenbelt Access Television, Inc. (GATe), doing business as and hereinafter referred to as Greenbelt Access Television (GATe), or who submit material for carriage on the facilities of the Greenbelt Access Television agree to the following:

You and Greenbelt Access Television (GATe) agree as follows:

GATe shall, at its option, allow you and persons designated by you, to enter the facilities of GATe, use equipment and materials belonging to GATe, or have program materials transmitted over the facilities of GATe (including, but not limited to,

carriage of program materials over TV, cable, or data communications systems), all of which is sometimes called, either separately or collectively, "the facilities of GATe."

You warrant to GATe that you have read the latest edition of the GATe Operations Manual, and you agree to all the terms and conditions described in that document.

You warrant to GATe that you have, or before using the facilities of GATe you will have, obtained prior permission through appropriately executed licenses, all of which you assign to GATe, to use any copyrightable material, any personality rights, any photographic rights, talent, materials, location and other rights necessary to permit the use of the same on, in, or at the facilities of GATe.

You warrant to GATe that you shall include in all materials adequate copyright notices for material and matter used or produced, in whole or in part, at the facilities of GATe.

All productions a GATe, including the creation of any material that is or could be subject to copyright protection that is produced at the facilities of GATe shall be subject to an exclusive license.

You warrant that GATe shall have an exclusive license to use such material from the date hereof) or the date of creation thereof, whichever is later) to a time which is one-year following the date of the first performance or carriage of the same at the facilities of GATe (whichever is later), but in no event shall the exclusive license period exceed 21 years from the date of this agreement, have a non-exclusive license to use such material. Use of the material shall include, but not be limited to, the rights to perform, copy, adapt, distribute, and sell the material (or any part thereof).

In the event that you should fail to provide GATe with copyrights or similar rights required by the provisions of this agreement, you agree to pay GATe for all of its attorney's fees and costs associated with the enforcement of this agreement in addition to any and all damages suffered by GATe in connection therewith. Further, you agree to indemnify and hold GATe, its employees, officers, and directors, harmless from all such claims associated therewith.

At no time during the period of the exclusive license to GATe shall you permit, cause, or allow any materials created, produced, or transmitted at the facilities of GATe to be sold, used commercially, or used in any other public performance without the express written permission of GATe.

In the event that you (or any person acting under your direction or control) should breach any provision of this agreement, you agree to pay GATe damages.

The damages that may be sustained include the loss of use of GATe's facilities as well as potential claims that involve administrative expenses as well as expenses as a tax-exempt organization pursuant to 26 USC 501. The dollar amount of such

damages is difficult to determine, and you agree that such damages should be liquidated according to the following formula. You shall pay GATe liquidated damages at the rate of \$3,500 per one-half hour of time or any fraction thereof) that you have used the GATe facilities, in violation of the provisions of this agreement. The liquidated damage limitation shall not apply in those instances where GATe can establish, by a preponderance of the evidence, that the damages sustained by a breach of the provisions of paragraphs 5 or 6 have created a greater amount of damages.

You agree to execute and do all acts which shall be reasonably required by GATe to effectuate the purposes herein, including, if requested, execution of documents, including those relating to ownership of copyright, assignment of license, and registration of copyright. You will, upon any reasonable request of GATe, do, execute or cause to be done or executed all such further acts, deeds and things for the better, more perfectly and absolutely conveying and assuring the requirements herein, including the requirements intended so to be done as the same shall reasonably be required.

You agree that GATe maintains all rights in its trademark which include without limitation GATe, the GATe logo, Channel 19, Channel 71, Greenbelt Access Television, Greenbelt Access Television, Inc., and any other trademarks which may be developed in the future. You will not utilize those trademarks in any fashion without the express written consent of GATe.

You will pay to GATe liquidated damages of \$3,500 for each instance of Breach, plus costs and attorneys fees. This provision shall not prevent GATe from additionally seeking and obtaining any equitable (including injunctive) relief.

You understand and agree that GATe may make public access channels(s) available to members and Greenbelt residents on a nondiscriminatory basis, free of charge. Charges for equipment, personnel, and production of public access programming shall be reasonable and consist with the good of affording users a low-cost means of access. You understand and agree that GATe has no obligation to provide access to production facilities to produce a television program that exceeds fifteen (15) minutes duration. You understand and agree that GATe has no obligation to provide replay of users' supplied productions on public access channels that exceed fifteen (15) minutes duration. You understand and agree that GATe may require productions to be in a standard format compatible with GATe's playback facilities, and that GATe may adopt operating rules for the use of public access channels. You understand and agree that the following is required under the provisions of Comcast and Verizon carriers.

GATe shall comply with any lawful standards or requirements for Public Access channels set forth in the Prince George's County Franchise agreement, as the same may be amended from time to time, and in Verizon and Comcast franchises, in GATe's maintenance and administration of such channels and performance of this

Agreement. Prince George's County's Franchise Agreement and the FCC prohibits the carriage of: Any advertising material designed to promote the sale of commercial products or services (including advertising by or on behalf of candidates for public office); lottery information; and obscene or indecent matter. You agree not to do anything that would violate the obligations of GATe in that regard. You understand and agree that GATe may adopt rules providing for nondiscriminatory access or rules that favor first-time users that GATe may permit public inspection of records of the names and address of all persons or groups requesting access time, all persons whose programming is transmitted by GATE on any Public Access Channel, all applicants seeking to use GATE's production facilities, and all producers using GATe's production facilities.

You understand and agree that GATe may adopt procedures that grant priority to first time users, equitably rationing "prime time" slots among prospective users, and limit series of programming for some programmers to permit an equitable use of available time periods by other programmers. You understand and agree that GATe may impose any reasonable costs on GATE members seeking to use GATE's production facilities or to place programming on Public Access channels, and that GATe may impose costs on any other basis on other persons. You understand and agree that GATE may take reasonable measures to maximize live use of the GATE facilities.

You understand and agree that GATe may deny access to GATE's production facilities to persons who do not have the production skills required for operating production equipment. You will not permit any person who does not have the required skills to use or operate production equipment. However, GATE will provide opportunities for users to learn these skills through training classes and workshops.

You certify that any programming to be transmitted on the Public Access channels does not contain obscenity, and you understand and agree that no program and/or presentation shall be transmitted or permitted to be transmitted on the Public Access channels which has obscene content or otherwise violates any applicable law.

You agree to defend, indemnify and hold Verizon, Comcast, GATE and their officers, directors, and employees harmless from any and all liability or injury (including costs and attorneys' fees) arising from or in connection with claims for failure to comply with any applicable laws, rules or regulations of local, state or federal authorities; for claims of obscenity, libel, slander, invasion of privacy, violation of rights of publicity, copyright infringement or for unauthorized use of any trademark, trade name or trade secret; for breach of contractual obligations owing to third parties and for any other injury or damage in law or equity, which claims result from your use of the GATE facilities including the use of Public Access channels.

All provisions of this document are intended to be severable, and this instrument constitutes the final, entire, and exclusive agreement between the parties, which is

governed by Maryland law, and abiding upon and inures to the benefit of the parties, their successors, heirs, legatees and assigns.

In the event that any provision of the Terms and Conditions should conflict with any other provision of GATe's Programming and Operations Policies and Procedures Manual, the provisions of these Terms and Conditions shall prevail.

Producers Initials _____ Date _____

Please provide a brief description of the intended program:

Producer Declaration
By signing below I certify that all statements made on this form are true and accurate; that I agree to all and have signed the Terms and Conditions attached; and that I have read and understand the GATe Operations Policies and Procedures Manual
Producer's Signature/Date

Management Approval
Programming Director/Date
Executive Director/Date



GATe Program Submission Form

Program Title

Episode Title

Episode Number

Taping Date

Producer

Total Run Time:

(The above information should be listed on the DVD itself. One title per DVD.)

Home Phone

Cell/Work #

E-mail address

Description of Show, including guests, companies, etc.

Taping location: GATe Facilities Elsewhere

Were any GATe facilities or equipment used in the production of this program?
yes no

This show is: Time Sensitive
 Special Occasion/Holiday _____
 Evergreen

This show is: series Special

This show is: Suitable for all audiences
 Kids
 Adult

Continued on other side ©

All programs must include the following disclaimer:

“The views expressed are those of the Producer and/or Guests of the Producer and not those of the station. GATe does not endorse any candidate or view point, and the presentation is made as a public service in the interest of informing the public.”

The Producer agrees to the following:

This program is non-commercial in nature, does not contain a call to action or any commercial content. This program does not contain fund raising, lottery, libelous or

slandrous material. This program does not contain obscene material. I have obtained copyright clearances for all copyrighted materials in this program. I have read and understand the GATe Operations manual and this program complies with all content and technical standards detailed in the manual. I have agreed to all conditions of acceptance, including Terms & Conditions in my original proposal.

Producer's Signature

Date

STAFF USE ONLY	
DATE RECEIVED	
RECEIVED BY	
INGESTED	
Comments	

Talent Release Form

Production: _____

Producer: _____



I, _____, hereby irrevocably consent to the use by anyone authorized by Greenbelt Access Television, Inc. (GATE), of my name and/or portrait, picture, photograph, voice recording, biographical information, or any other likeness of me for any GATE projects in perpetuity throughout the world without further compensation to me. This consent applies to use in any medium now known or to be developed.

I expressly release the producer from any privacy, defamation, or other claims I may otherwise have arising out of broadcasting exhibition, cablecast, publication, promotion, or other use of my portrait, picture, photograph, voice recording, biographical information, or any other likeness of me.

Print Name _____

Signature _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ E-Mail _____

If participant is a minor, the section below must also be completed.

I represent that I am a parent/guardian of the minor who has signed the above release and I hereby agree that we shall both be bound thereby.

Print Name _____

Signature _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ E-Mail _____

15 Crescent Road #204, Greenbelt, MD 20770 | 301.507.6581 | www.greenbeltaccess.org



Crew member	Position Worked	Hours Worked
Please note any equipment problems you had:		

Producer's Initials: _____

Staff Initials: _____