

Playback Release Form

December 2010

St. Paul Neighborhood Network 550 Vandalia Street
St. Paul, MN 55114 651-298-8904 fax. 651-298-8414

Member # _____

Requested Air Date (s) _____

Length: _____

Number of weeks to play
(up to 4, 1 if left blank) _____

Select Format

Series Title: _____

Episode Title: _____

Server File Name _____

Live _____

DV tape _____

Server _____

DVD _____ *we do NOT return DVD's

Other _____

Series ___Yes ___No

16:9 _____

Religious Access (14) _____

Public Access (15) _____

Youth Access (16) _____

Office Use Only (media number)

Demographic Information of Producer: (optional information)

Race: ___ Age: ___ Sex: M___ F___

Program Theme: ___Sports ___Education ___Music/Entertainment ___Ethnic/International
___Public Affairs/Community Events ___Other _____

Disclaimers: (Please check ALL that apply)

___ (G) has Graphic Portrayals ___ (AL) contains Adult Language ___ (V) has Violent Scene(s)
___ (M) has a Mature Theme ___ (T) some Questionable Technical Content ___ (NONE) Requires No Disclaimer
___ (MN) contains a State of MN Disclaimer. Reason: _____

***Please Note: If disclaimers are required on this form, they are also required at the beginning of your program.**

Responsible Organization or Individual (PLEASE PRINT) _____

Address: _____ City: _____

State: _____ Zip _____ Daytime/ Evening Phone: _____ Please include a brief description of your program: _____

Please check the information below that we may release to the public, upon inquiry:

___ Name ___ Day Phone # ___ Evening Phone # ___ E-Mail Address ___ NO INFO, PLEASE

STATEMENT OF COMPLIANCE AND RESPONSIBILITIES

I/we represent and affirm that the program and all related and/or underlying data and original works of authorship I am/we are using and presenting for playback and/or transmission on the selected channel(s) and associated website(s), and storage on SPNN media, as applicable:

1. is not obscene, defamatory, nor an invasion of privacy or publicity right;
2. is not a violation of applicable local, state or federal laws or regulations, or an unauthorized use of copyright material trademarked and/or patented;
3. is not for commercial or profit-making purposes, and contains no commercials;
4. is cablecasted, transmitted, displayed, downloaded, webcasted and/or podcasted with all the necessary permissions and authorizations obtained from persons/organizations appearing in the program or owning intellectual property appearing in the program

I/We accept complete and sole responsibility for all claims, damages, expenses, fees, losses, deaths and injuries arising out of the cablecasting, transmission, display, downloading, webcasting and/or podcasting of this program, which I am/we are presenting. I/We agree to indemnify and hold harmless St. Paul Neighborhood Network, its directors, officers, and staff against any such claims, damages, expenses, fees, losses, deaths, and injuries arising out of the program I am/we are presenting, or any breach of this statement of compliance. I/We have read the terms and conditions on the back of this form, and am/are familiar with their contents, and I/we agree to comply with them at all times. If SPNN damages or loses my program, SPNN is responsible only for the cost of replacing the raw media.

I have read the statement of compliance and agree to the terms

Signature: _____

Date: _____

Filling Out the Playback Release Form & Statement of Compliance Explanations

More detailed information regarding the regulations and rules of submitting a program are available at SPNN to review. Please also refer to "The Producer's Guide to Submitting your Program to SPNN" for important information.

***WHO FILLS OUT THIS FORM?** The person who is a current member of SPNN, and who is submitting a program for cablecasting – the person who will be considered the responsible party for this program.

***MEMBERSHIP** The person/organization submitting the program must be a current SPNN member. A current membership is required before programs will be cablecasted, transmitted, uploaded, downloaded, webcasted and/or podcasted.

***PLEASE WRITE LEGIBLY!** Enter the title of your program or series on the "Program/Series Title" line. If your program is a part of a series, please designate what tape/series number it is on the "Show Title" line. Each media/program submitted must have its own Playback Release Form, with a unique "Show Title" line for each program; the entire form must be complete, and legible, for your program/media to be cablecasted, transmitted, uploaded, downloaded, webcasted and/or podcasted.

***DISCLAIMERS** If your program needs any disclaimers, check the appropriate box. If your program has a State of MN disclaimer, please indicate why. If you indicate any disclaimers, your program must have the disclaimer(s) at the beginning of your show, or it will not be cablecasted, transmitted, uploaded, downloaded, webcasted and/or podcasted.

***CONTACT INFORMATION** Include your current and correct day and evening phone number, as well as your up-to-date, complete mailing address. This information is required for cablecast, transmission, uploading, downloading, webcasting and/or podcasting of your program; your program will not be cablecast, transmitted, downloaded, uploaded, webcast and/or podcast if this information is not provided. Please indicate what contact information we may release, if any. If no choice is made, we will assume that we may release your name and phone number upon request.

***PLAYBACK/SCHEDULING /CANCELLATION/TAPE PICKUP** Programs running longer than their allotted time will have the remaining time cut off. Programs with completed forms must be turned in at least 1 week before playback. You must submit a written schedule request for your media; scheduled series play is dependent on on-time submissions. If your program is part of a series, and the next program in series isn't received on time (see above), the program currently playing will be repeated. If a new program has not been received after four weeks of playback, the series may be cancelled. By signing this form, you understand and agree that it is your sole responsibility to contact SPNN to arrange a time to pick up your media after final playback. SPNN reserves the right to contact you about picking up your media, and may impose a time limit of not less than three weeks to do so, unless other reasonable arrangement can be made.

****TECHNICAL REQUIREMENTS FOR EACH TAPE SUBMITTED – INCLUDE ALL OF THE FOLLOWING:**

- 1.) One program per tape;
- 2.) 30 seconds of tone & color bar before program
- 3.) 10 second slate;
- 4.) 10 second countdown with last 2 seconds in black;
- 5.) black burst for at least 1 minute after program ends;
- 6.) Composite audio (the exact same on both channels). Stereo tapes cannot be used with SPNN's playback system;
- 7.) SPNN strongly requests that non original media of programs be submitted.
- 8.) SPNN will determine, in its sole discretion, whether a particular program satisfies its technical requirements for playback, cablecasting, transmission, webcasting and/or podcasting, and will inform a producer of any deficiencies.

MORE DETAILED INFORMATION REGARDING REGULATIONS AND RULES ARE AVAILABLE AT SPNN TO REVIEW

***USE** Use of SPNN channel space will be available on a first-come, first-served, nondiscriminatory basis. SPNN, at its discretion, may impose reasonable limitations to assure fair access by all to SPNN facilities and equipment and to provide for diverse and valuable channel traffic.

***COMPETITION** In cases of competing requests for channel or playback time, priority will be given to programming produced locally, through SPNN facilities.

***PROGRAM CONTENT** To assure that no censorship or control over program content of SPNN channels exists, except as necessary to comply with applicable local ordinances, FCC regulations, State and Federal laws, responsibilities, restrictions and guidelines are established for programming cablecast, transmitted, uploaded, downloaded, webcast and/or podcast through the facilities of SPNN including:

- Access Users presenting recorded and/or stored programming and/or live programming for cablecast, transmitted, uploaded, downloaded, webcast and/or podcast are responsible for all copyright clearances, talent releases, other clearances, rights or licenses involved in their programming. SPNN reserves the right to require the Access User to produce copies of any such clearances and releases for inspection by SPNN staff.
- Businesses will be allowed to underwrite programs. However, no business concern will be allowed to cablecast commercial or other advertising material. Program underwriting messages will be comparable to those used by local public radio and television stations. It is the responsibility of the Access User to include this message. [See: Funding Guidelines]
- All legally qualified candidates seeking the same elective office will be afforded equivalent channel time upon request.
- If it is brought to SPNN's attention that any programming is inconsistent with the description of programming provided, or that it is reasonably believed to violate aforementioned city, state and/or federal regulations, SPNN may request the Access User who provided the program to remedy such inconsistencies or violations. SPNN may remove programming from cablecast if it is reasonably apparent that the program content has violated applicable law
- Should SPNN determine that the statements in an Access User's request for channel time are false, misleading, or knowingly incomplete, SPNN will not cablecast, nor permit to be cablecast, the material presented for cablecast, transmitted, uploaded, downloaded, webcast and/or podcast by the Access User.
- The disclaimers indicated on the reverse side of the Playback Release Form shall accompany the program as appropriate during breaks in the program. When warranted, in the opinion of SPNN, a more specific advisory message must be submitted.

*** VIOLATIONS** Violations of SPNN program content policies and rules, or breach of the statement of Compliance may subject the Access User to immediate forfeiture of the privilege of using the SPNN channels, websites, equipment, and facilities, or other sanctions as defined in the User Sanctions section of the Policy Guidelines.