

Producer Agreement and Indemnification Form

I, _____, as producer of the videotape or live program entitled: _____ (“The Program”), accept full responsibility for program content submitted for cablecast on the Boston Community Access and Programming Foundation, Inc. channels. I hereby agree to indemnify and hold harmless The Foundation and it’s officers, directors, employees, and agents against all claims and liabilities of any kind, including legal fees and expenses which they or any one of them may incur as a result of, or arising out of, the content or cablecasting of The Program.

I have read and understand the “Information Manual for Access Users” and the “Access Rules” of The Foundation and agree to abide by them.

I warrant and represent that The Program is of an educational or cultural nature and does not contain:

- 1) *Material designed to solicit funds or promote the sale of commercial products or services, including advertising by or on behalf of candidates for public office, unless in accordance with the Access Rules for sponsorship;*
- 2) *Any material which is libelous, slanderous, defamatory, obscene, indecent, or which constitutes an invasion of privacy;*
- 3) *Any material concerning games of chance, lotteries, gift enterprises or similar schemes, or which might subject The Foundation to liability for violation of any applicable laws, rules, regulations, or guidelines instituted by a governmental body;*
- 4) *Any material which violates, infringes upon, or gives rise to any adverse claims with respect to any common law or right (including, without limitation, any copyright, trademark contractual, dramatic, motion picture, or literary right) of any person, firm, or corporation.*

I agree that The Foundation shall have no responsibility or liability for any services, elements, or products performed or provided by any person, firm, or corporation related to The Program and The Foundation shall in no way be responsible or liable for the making of any payments to any person (including, without limitation, any union, guild, actor, director, performer, or craftsperson).

I shall be responsible for securing and shall secure all rights, licenses, permissions, releases, and consents (including, without limitation, all those pertaining to copyright and performance) necessary and appropriate for the producing and cablecasting of the audio-visual materials contained in The Program. I agree to provide copies or evidence of all such rights, licenses, permissions, releases, and consents to The Foundation prior to the cablecast of The Program.

I agree that neither The Foundation nor it’s employees shall be responsible or liable for the loss or theft of, or damage to any personal items, including, without limitation, equipment and videotapes, while in The Foundation’s custody, unless The Foundation has exhibited gross negligence as defined by the Commonwealth of Massachusetts in the handling of videotapes; The Foundation’s liability in any case is limited to the cost of new tape stock to replace that which was lost or destroyed; and The Foundation accepts no liability due to loss or damage during shipping or mailing.

PRODUCER

(Please Print): _____

ORGANIZATION (if applicable): _____

ADDRESS: _____

DATE: ____/____/____

SIGNATURE: _____