

**PROJECT PROPOSAL & PRODUCTION CONTRACT (revised 5/11/05)**

This form facilitates the authorization and coordination of the use of BNN facilities and equipment. Please type or print your answers legibly in the spaces provided. Both sides of this form must be completed in detail and approved by all relevant facility administrators before resources may be scheduled. Additional paperwork, such as the Studio Production Plan or Van Request Form, may be required to use particular facilities. Please contact the Access Director if you have questions.

Producer Name: \_\_\_\_\_ Member ID: \_\_\_\_\_ Expiration Date \_\_\_\_\_  
Membership Type:  Individual Access  Organizational Access  BNN Staff Produced  
Organization (if applicable) \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Project Title:** \_\_\_\_\_ **Project Length:** \_\_\_\_\_  
**Series pilot?** \_\_\_\_\_ **Certification Project?** If yes, what certification/workshop? \_\_\_\_\_  
**If TV series: Number of New Programs:** \_\_\_\_\_ **New Program Delivery:**  Weekly  Bi-Weekly  Monthly

**How will resulting program(s)/content be distributed?** (Please check all that apply)  
 Access Channel 23 Tape  Access Channel 23 Live  BNN Live Channel 9 Tape Roll-in  
 Web  CD/DVD  Other \_\_\_\_\_

**Resources Needed:** (Please check all that apply)  
 Digital Field Equipment  Non-linear editing  Multimedia Center  Access Studio  Van  
 Analog Field Equipment  Analog Editing  Other \_\_\_\_\_

**Subject Type** (check one):  
 Arts  Boston Community  Comedy  Cooking  Drama  Education  
 Elderly  Ethnic (English)  Foreign Language  Gay/Lesbian  Health  
 Music  Music Video  Promotion  Public Affairs  Public Safety  
 Religion  Schools/Youth  Sports  Technology  Various  Veterans  
 Other \_\_\_\_\_

**Brief Description/Outline of Project:**

**Might the resulting project contain potentially offensive or political content that may impact scheduling of its cablecast/distribution?** If yes, describe:

**Do you want other BNN Members to reserve or use facilities for this project?** If yes, describe and list members' names:

**Are you receiving or seeking any financial support for this project?** YES \_\_\_\_\_ NO \_\_\_\_\_  
If yes, describe:

## FACILITY, EQUIPMENT AND RESOURCE NEEDS

**Proposed Project Start Date:** \_\_\_\_\_

**Planned Project End Date:** \_\_\_\_\_

<b>Production Equipment</b> <small>(check all that apply &amp; list number of checkouts needed)</small>	<b>Staff OK</b>	<b>Post-Production Equipment</b> <small>(check all that apply &amp; list number of reservations needed)</small>	<b>Staff OK</b>
<input type="checkbox"/> Sony TRV-950 DV camera _____ <input type="checkbox"/> Sony PD-150 DV camera _____ <input type="checkbox"/> Analog SVHS camera _____  <input type="checkbox"/> Lighting Equipment _____  <input type="checkbox"/> Audio Equipment _____		<input type="checkbox"/> CityPlace Edit Suite _____ <input type="checkbox"/> Roxbury Edit Suite _____ <input type="checkbox"/> CityPlace Open Access iBooks _____ <input type="checkbox"/> Roxbury Open Access Lab _____  <input type="checkbox"/> CityPlace Analog Edit Suite _____ <input type="checkbox"/> Roxbury Analog Edit Suite _____	
<b>Locations/Facilities</b>		<b>Media Storage</b>	
<input type="checkbox"/> Access Studio (Roxbury) _____ <input type="checkbox"/> Van _____ <input type="checkbox"/> MultiMedia Center _____		<input type="checkbox"/> CityPlace FireWire Drive _____ <input type="checkbox"/> Roxbury Xserve _____	
<b>Other</b>		<b>Other</b>	

I understand that I am responsible for the production and content of my project. I understand that failure to fully disclose any funding information, sources, and amounts could be grounds for suspension or termination of access privileges. I understand that reservations may be cancelled if my access membership expires and no new reservations may be made after the project end date. I will comply with BNN Access Rules and Procedures and all other relevant guidelines. All the information provided in this form is true and accurate. I will contact the Access Director if there are any changes to information provided.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature (Parent or guardian if producer is under 18) \_\_\_\_\_ Date \_\_\_\_\_

(Staff use) Approved Project Start Date: \_\_\_\_\_ Approved Project End Date: \_\_\_\_\_  
 Signed Producer Agreement & Indemnification attached? \_\_\_\_\_  
 Approved by (project facilitator): \_\_\_\_\_ Date \_\_\_\_\_  
 Entered in Facil by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Origin: BNN Access \_\_\_\_\_ Prod Svcs \_\_\_\_\_ Ed/Out \_\_\_\_\_ Workshop \_\_\_\_\_ BNN Live \_\_\_\_\_  
 Com Svc \_\_\_\_\_ Com Part \_\_\_\_\_ Com Parade \_\_\_\_\_ Other staff \_\_\_\_\_  
 Access Director \_\_\_\_\_ Date \_\_\_\_\_  
 Completion/revision/notes \_\_\_\_\_



**PRODUCER AGREEMENT & INDEMNIFICATION (Revised 4/13/01)**

I, \_\_\_\_\_, as producer of the videotape or live program, or series of programs, entitled: \_\_\_\_\_ (the "Program"), accept full responsibility for program content submitted for cablecast on the Boston Community Access and Programming Foundation, Inc. (the "Foundation") channels. I hereby agree to indemnify and hold harmless the Foundation and its 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 production, content, cablecasting or use of the Program.

I have read and understand the "Access Rules and Procedures" of the Foundation and agree to abide by them and by other applicable guidelines of the Foundation.

I warrant and represent that the Program is for non-commercial community programming purposes 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 craftsman). 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 shall be responsible for loss of or damage to any Foundation facilities or equipment used in the production of the Program.

I agree that the Program or any program produced with Foundation facilities, equipment or van ("facilities") shall be available for Foundation cablecasting. The Foundation's rights to programming shall be non-exclusive rights shared with the producer or sponsor as applicable. The Foundation's shared rights include the perpetual right to publish and perform such program in any medium, including a right of first use. Producers cannot use Foundation facilities to carry out a private commercial project except as disclosed and authorized in accordance with Foundation rules. In the event a producer is reimbursed by a third party for any production or resulting programming, the Foundation shall have the right to compensation pursuant to Foundation rules.

I agree that neither the Foundation nor its 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, except with respect to the Foundation's gross negligence as defined by the applicable Massachusetts law; the Foundation's liability with respect to videotapes 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: \_\_\_\_\_

\_\_\_\_\_