



**CABLECAST & WEBCAST
AGREEMENT FORM**

Presenter MUST be a Maui County Resident

STAFF USE ONLY
Received: _____
Rating: _____

File Name: _____

Title: _____

Summary: _____

Description: _____

Submission Date: _____

Program should not air after: _____

If no date provided the program will air for up to two years

Keywords: _____
Guest Names, Location

Series

YES NO

if yes, Episode # _____

Total Run Time: _____

HH : MM : SS

Sensitive Programming

Does this program contain adult or sensitive subject matter that should be aired after 10pm? If yes a warning slate at show start is required. YES NO

If your program is 20 minutes or longer would you like to get airdates by e-mail?

YES NO

- Category (Check ONLY One)**
- Community Service / Non-profit
 - Issue Oriented
 - Inspirational / Religious / Spiritual
 - Arts / Entertainment / Music
 - Sports / Recreation
 - History / Culture
 - Educational / Instructional

- Program Origin**
- Maui County
 - In State
 - Out of State
- Yes, I would like to share this program and you do not need to contact me for permission to make dubs.

Are You Under 18?

If you are under 18, a parent or guardian must sign this form.

YES NO

Presenter Contact Information (Must be a Maui County Resident)

First: _____ Last: _____

Organization Name: _____

Mailing Address

Street: _____ City: _____ Zip: _____

Telephone: _____ Alternate Telephone: _____

E-Mail: _____

I have read and agree to abide by Akakū's Cablecast & Webcast Agreement & operating policies on reverse side.

Signature: _____ Date: _____

By checking this box I agree that I have read Akakū's Policy and Procedures and I agree to abide by them. Latest Policies and Procedures are available at www.AKAKU.org

AKAKŪ'S CABLECAST & WEBCAST AGREEMENT

I have read and am thoroughly familiar with the Operating Policies established by Akakū: Maui Community Media, (hereafter called Akakū) and agree to abide by them.

I am thoroughly familiar with the contents of the proposed program and agree that it will comply with applicable Federal and State statutes and regulations with regard to cable programming and Akakū's policies and procedures. I warrant that it will not contain:

- a) Obscene matter, as defined by law;
- b) Matter intended to defraud the viewer or designed to obtain money by false or fraudulent pretenses, representations, or promises;
- c) Matter which invades the privacy of a private citizen;
- d) Libelous or slanderous matter, as defined by law;
- e) Information concerning any lottery, gift enterprise or similar scheme, offering prizes dependent in whole or in part upon lot or chance, or any list of prizes drawn or awarded by means of any such lottery, gift enterprise or scheme, whether said list contains any part or all of such prizes;
- f) Phone numbers, unless the number belongs to a certified 501c(3) non-profit organization. Written documentation of non-profit status must be made available upon request.
- g) Material designed or intended to promote the sale of commercial products, trade or services;
- h) Material containing any direct appeal for contributions of funds, support, or other property of value, even if the appeal is for a tax-exempt, non-profit entity;
- i) Audio or visual reference to any business, service or product for which any economic consideration was received by anyone in exchange for the display, announcement and/or reference to such business, enterprise, product or service, with the exception of program sponsorship and support as established in Akakū's policies and procedures.

As the producer/presenter, I assume full responsibility for the content of all program material, created or included, produced and will ensure that such program material will not violate the rights of any third party.

I have obtained all approvals, clearances, licenses, etc. for the use of any program material that I am submitting for cablecast. This includes but is not limited to approvals by broadcast stations, networks, sponsors, music licensing organizations, copyright owners, performers' representatives, all persons appearing in or referred to in the program material, and any other approvals that may be necessary to transmit the program material over Akakū's cable access channel(s), internet channels, wireline and wireless delivery systems or distribution methods currently in use or yet to be invented.

I agree to indemnify, defend, and hold harmless the State of Hawaii, Time Warner and Akakū: Maui Community Media, Project Y Beam, Mauitube.org, and their agents, affiliates, employees and representatives from any and all liability and injury (including reasonable fees and costs incurred in defending claims) arising from, or in connection with: claims for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer including union residuals or other payment for any purpose whatsoever, and for any other injury or damage, in law or equity, where claims result from the producer's utilization of Akakū's services, equipment, facilities, and cable access channels. I understand that I may be criminally or civilly liable for producing or presenting such material for transmission.

I will not make any representations to others that I am an employee, representative or agent of Akakū or its affiliates nor will I make such representations on behalf of any other person involved with my production.

I agree that the proposed use of facilities and equipment is for the exclusive purpose of creating television programming to be transmitted via Akakū's access channel(s), internet channels, mobile devices or any transmission devices and methods currently in use or yet to be invented.

I agree to pay the costs to repair or replace the equipment or materials which are damaged, misused or lost, while such equipment or materials are in my possession or control. I understand the penalties that apply if I do not return equipment or materials on time.

I hereby grant Akakū permission to copy the proposed program, to cablecast, broadcast, webcast or otherwise transmit the proposed program for an unlimited number of showings, on a non-exclusive basis, and to take excerpts for use in Akakū samplers of Akakū programming, except when negotiated otherwise. Such negotiations shall be mutually agreed upon and confirmed in writing.

I understand that false or misleading statements made in this application are grounds for forfeiture of the privilege to use Akakū production equipment and facilities and/or cable channel(s).

Any damage or loss to the program matter submitted by me even though due to negligence or other fault of Akakū, its agents, employees representatives and affiliates will only entitle me to a like amount of blank media. Except for such replacement, the acceptance of media is without other warranty or liability and recovery for any incidental or consequential damages is excluded.

No modification, amendment, extension or waiver of this agreement will be binding upon Akakū or me unless in it is made in writing and agreed to by producer/presenter and Akakū.

Akakū's complete Operating Policies are available at our Kahului, Moloka'i, and Lana'i Facilities. They are also available online at www.akaku.org.