



# Public, Educational & Government Access Rules and Guidelines



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Serving the towns of Barkhamsted Colebrook, (West) Harwinton, New Hartford, West Hartland, and  
Winchester.

# PEG ACCESS OPERATING PROCEDURES

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\*Bulletin Board not offered in all service areas

Town or system-specific franchise requirements are separate and distinct from Charter Communications PEG Access Operating Procedures.

# 1. INTRODUCTION

## Statement of Purpose

Charter Communications provides residents of this community an opportunity to produce or cablecast non-commercial programming. Pursuant to state and federal law, channels dedicated for public, educational and governmental (“PEG”) access may be used solely for non-commercial purposes.<sup>1</sup> Placement of commercial programming or advertising material on PEG access channels is strictly prohibited. This guide serves to outline Charter Communication’s policy with regard to programming permitted on PEG access channels.

## Use of Public, Educational, and Governmental Access Channels

The following rules apply to all PEG programming including long form segments, character generated bulletin boards and sponsor acknowledgements.

### **PERMITTED USES**

**Permitted usage include the following:**

- Locally produced video programming, which means any programming produced or provided by any local resident or any local public or private agency that provides services to residents of the franchise area; or any transmission of a meeting or proceeding of any local, state, or federal governmental entity.
- Coverage of local non-profit events (e.g., parades, festivals, town hall meetings, etc.).
- Coverage of local school district events (e.g., sports, plays, arts & music exhibitions, science fairs, etc.).
- Distribution of public safety information (e.g., fire, police, weather conditions, road closures, etc.) and other Public information programs, such as:
  - Environmental/Conservation information.
  - Health Education information.
  - Religious Education information.
  - Promotion of free community public services.
  - Parks & Recreation information.
  - Information about free government services.

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<sup>1</sup> Congress specifically defined the three types of access programming as follows: 1) public access channels are “often the video equivalent of the speaker’s soap box or the electronic parallel to the printed leaflet. They provide groups and individuals who generally have not had access to the electronic media with the opportunity to become sources of information in the electronic marketplace of ideas”; 2) educational access channels “[c]ontribute to and inform citizenry by bringing local schools into the home; and 3) governmental access channels show “the public local government at work.” (*House of Representatives Report No. 98-934, 98<sup>th</sup> Congress, 2d Session, 1984, page 47.*)

## PROHIBITED USES

**Prohibited uses include, but are not limited to, the following:**

- Generally, any material designated to promote the sale of products or services, including, but not limited to, advertising by or on behalf of an organization, business, trade or profession for whose products and/or services a fee is charged.
- Promotion of private businesses, organizations or corporations.
- Promotion of a political candidate, measure or proposition.
- Sale of products or services.
- Promotion of for-profit events & seminars (including, but not limited to movies, music releases, concerts, plays, art galleries, professional sports.)
- Any content aired through a third party provider that does not have written copyright clearance (e.g., music, photo, voice, film, or video.)
- Material that is considered obscene under local community standards.
- Sponsor location or contact information (e.g., address, phone, email, or website.)
- Product or service description.
- Pricing or discount information.
- Call to action (e.g., “buy, try, consider, for more info call, best in town” or similar advertising claims.)
- Music or audio elements not in keeping with the overall tone of the sponsored program (i.e. jingle, company or product audio signature.)
- Sponsorship Recognition is prohibited
- Access users are not at any time to represent themselves as employees or agents of Charter Communications. Access users shall make no statement on behalf of Charter Communications in the course of their programs or in any media at any time.

\*Charter Communications reserves the right to review all definitions and policies contained in this manual and make changes as deemed necessary.

## 2. DEFINITIONS

**Access Channels** – Channels set aside or are specially designated by Charter Communications for the presentation of Access Programming by a person who is a resident of or a group or organization which operates within, Charter Communications' Service Area.

**Access Coordinator** – Refers to a Charter Communications employee who trains and provides supervision in the use of a Charter studio facility and equipment.

**Access User** – Any resident of this town/franchise area or any representative or employee of a non-profit organization, or local, state, or federal agency that serves this town/franchise area who utilizes PEG Access. Eligibility to use Charter Communications production equipment requires successful completion of training or passing a proficiency test, and signing the Access User Agreement.

**Cablecasting** – The distribution of programming (exclusive of broadcast signals) over Charter Communications cable television system.

**Candidate - legally qualified for office** – Any person who has publicly announced candidacy by formal declaration and meets the legal qualifications for office.

**Copyright** – The exclusive right to the material contained in a program. The right covers reproduction, publish, and cablecasting of information.

**Crew** – Access Users working with a producer and/or Access User to assist in the production of programming.

**Educational Access Channel** – That cable channel which is designated for the presentation of noncommercial educational access programming by school districts or educational institutions licensed by the State and located within Charter Communications Service Area.

**Facility User** – Any Applicant who makes proper application for and uses Charter Communications Production Facilities, as applicable.

**Federal Communications Commission (FCC)** – The U.S. governmental agency formed in 1934 to regulate electronic communications.

**Franchise** – Contractual agreement between a cable operator and a governmental body that defines the rights and responsibilities of each in the construction and operation of a cable system within a specified geographical area.

**Governmental Access Channel** – That cable channel which is designated by Charter Communications for the presentation of Access Programming via cable television by a municipal, county, or state government.

**Indecent Material** – Offensive to accepted standards of decency or modesty; lewd or vulgar.

**Issuing Authority** – Governmental body responsible for specifying the terms of a franchise, awarding the franchise, and regulating its operation.

**Lottery** – Any device, scheme, plan, promotion, contest or other program and/or presentation which involves directly or indirectly the elements of prize, chance and consideration, or any such device, scheme, plan, promotion, contest or other program and/or presentation which is, has been or may be declared a lottery under applicable local, state or Federal law.

**Obscene Material** – Material which fits the legal definition of obscene or indecent material under local and state laws.

**PEG** – Public, Education and Government

**Producer** – An Access User that is responsible for the production. The producer is the main contact for a program and assumes all responsibility for the program content. Must be a resident of this town/franchise area or any representative or employee of a non-profit organization, or local, state, or federal agency that serves this town/franchise area who utilizes PEG Access. Eligibility to use Charter Communications production equipment requires successful completion of training or passing a proficiency test, and signing the Access User Agreement.

**Production Facilities** - Charter Communications' designated production equipment.

**Public Access Channel** –Time, available on a first-come, first-served, nondiscriminatory basis, specifically for noncommercial access programming by local residents, non-profit organizations.

**Qualified Production Facility User** – A person who has been certified by Charter Communications after successfully passing a competency exam measuring Applicant's understanding of the use of the specific Charter Production Facilities which such person shall be utilizing.

**Service Area** – The geographic area within which a cable system has the right to provide cable service to the public.

**Sponsor** – A resident of this town/franchise area or representative or employee of a non-profit organization, or local, state, or federal agency that serves this town/franchise area and may or may not have completed training at the local Charter Communications facility but has submitted a program to be aired on a PEG access channel.

**Volunteer** – Access Users who volunteer their services for assisting in the production of programming.

\*Town or system-specific franchise requirements are separate and distinct from these PEG Access Operation Procedures

### 3. PUBLIC ACCESS CHANNEL RULES

These rules shall govern the availability and use of the Public Access channel and facilities administered by Charter Communications.

- a) Residents, employees of nonprofit organizations, and local, state or federal agencies that operate within Charter Communications' Service Area are eligible to use the Public Access Channel for Access Programming on a first-come, first-served, non-discriminatory basis. A request for use shall be made by filing an Application and is subject to the availability of the Public Access Channel at the time and for the duration requested. A copy of proof of residency must accompany the application to be processed (as evidenced by a driver's license, state ID card, utility bill, land line phone bill, tax bill, and/or Non-Profit tax-exempt document 501(c)(3). **Post Office box address will not qualify.**
- b) A program produced by a person who does not live within Charter Communications' Service Area is eligible for cablecasting if a resident of the Charter Communications Service Area sponsors the program and assumes all obligations hereunder by becoming an Applicant. Charter Communications only deals with residents that submit an application and fulfill proof of residency requirements.
- c) Access users are not at any time to represent themselves as employees or agents of Charter Communications. Access users shall make no statement on behalf of Charter Communication in the course of their programs or in any media at any time.
- d) Programs submitted for carriage as a "series" must meet Charter Communication's requirements for series carriage. A series is defined as three (3) or more (not to exceed 12) programs under the same title or theme, each of which contains substantially new programming content. Adding or changing opening or closing "tags" does not constitute substantially new programming. Series time slots are limited to one (1) hour in length per episode.
- e) Any advertisement or other material which promotes or is designed to promote-commercial products or services is prohibited on any Public Access Programming.
- f) No program or production shall be cablecast or permitted to be cablecast on the Public, Educational, or Governmental Access Channel(s) which involves directly or indirectly any Lottery information or which involves a Lottery, gift, contest, enterprise or similar scheme.
- g) No program, production or presentation shall be cablecast or permitted to be cablecast on the Public, Educational, or Governmental Access Channel(s) which involves any Obscene Material or other unprotected speech.
- h) If, in Charter Communications reasonable discretion, any program, production, or presentation contains Indecent Material, Charter Communications shall notify the Applicant and encourages all Indecent Material be aired after 10:00 p.m.

i) In order to minimize the likelihood of exposing minors to Indecent Material, as that term is defined in Charter Communication's PEG Access Rules, Charter Communications encourages Applicants to schedule programming containing content that might be considered indecent after 10:00 p.m.

j) In the event Charter Communications believes that a program submitted contains material prohibited pursuant to Federal, state or local laws, rules or regulations Charter Communications shall notify Applicant, who may edit such program to no longer include such material or withdraw the program. Charter Communications will not edit any program.

k) No Access Programming or promotional materials associated with the Access Programming may assert, either expressly or by implication, that the Access Programming is sponsored by or associated with Charter Communications beyond simple notice that it is being presented on a Charter Communications Access Channel. Access Users may not use Charter Communications' logo or name.

l) All program material must meet Charter Communications technical specifications which shall be the responsibility of the Public Access user.

m) Charter maintains a complete record of the names and towns of all persons, groups, and organizations requesting access time and/or use of equipment. Such records are maintained in Charter studio office and will be available upon request for public inspection.

- Persons requesting information from the public inspection file shall identify themselves by name and address.
- Access resources will not be available to any applicant who refuses to have their identity maintained in the records and available for public inspection.

#### **4. POLICIES FOR ACCESS CHANNEL USE**

a) Any person residing in, or group or organization operating within, the Charter Communications Service Area wishing to submit a program for the Public Access Channel must complete the Public Access Application and User Agreement.

b) Application for the telecast of programming produced outside of the Charter Communications Service Area may be submitted and sponsored only by a person, group, organization or other entity residing in or serving the Charter Communications Service Area. Charter Communications shall deal only with such sponsor.

c) For scheduling purposes and in accordance with industry practice, recommended show length is 29 minutes. Special arrangements for other program lengths can be mutually arranged. Charter Communications shall begin all programs on the hour and half hour only.

d) Charter Communications is not responsible for shows damaged during playback or lost or damaged during storage. For your safety and the safety of our equipment, please do not submit master shows or shows damaged by moisture, dirt or food.

e) Shows are requested to be delivered five (5) business days before the requested telecast date and time, accompanied with the required submission form (where applicable). If a show is not delivered at least seventy-two (72) hours before a requested telecast date and time, Charter Communications may refuse to cablecast such show. When the first show is delivered, no more than four (4) shows may be dropped off. Although Charter Communications shall take all reasonable care of a tape/DVD, Charter Communications is not responsible for loss or damage to any such show, or for return of any show. If you need to have your show returned by mail, you must provide the packaging and, postage.

F) Access Programming content may not contain any audio or visual material which presents a commercial transaction. Nor may it contain a solicitation of funding or names and addresses that might later be used for non-political or commercial fundraising. Factors that Charter Communications will review and consider, as a whole, in determining whether a program presents a commercial transaction, include, but are not limited to, whether the program:

- proposes the sale of goods or services
- promotes a commercial enterprise or product
- contains business addresses or logos
- gives an address, phone number, or web site to "call for more information" during program
- posts a phone number or web address on screen
- suggests that a guest's company is better than others in the field
- lists the company of affiliation of a program guest multiple times as commercial promotion rather than credential
- contains a "call to action" with regard to a commercial item or service; or contains a "900" or similar "pay" telephone number

## **5. RESERVING ACCESS CHANNEL TIME**

a) Access Programming time is reserved on a first-come, first-served, non-discriminatory basis for a maximum of twenty-six (26) weeks. In the event that proper application is made after the commencement of a session for the then-current session, an Access User may reserve the next twenty-six (26) week period.

b) In order to ensure that all reserved timeslots will be used, Access Users are asked to reserve a time period only if they are certain that they will have a program ready in time to fill that timeslot. If a program/show is not submitted for the assigned airtime within 15 days of the start of the new cycle, the airtime will be forfeited and made available for other access users.

c) Charter Communications recommends that each edition of a program run a maximum of four times so that the access channels will present variety and maintain viewer interest.

d) In order to accommodate all Access Users, Charter Communications reserves the right to limit each Access producer to one program per contract period.

## **6. TECHNICAL STANDARDS**

a) Charter may accept many formats for cablecasting – please check with a coordinator about how to submit your show. Each submitted program must be clearly labeled, including the title of the program mentioned on the transmission application. Charter Communications reserves the right to either reject

unlabeled programs or to apply labels as needed in order to facilitate efficient scheduling and transmission of programs.

b) The following technical standards are encouraged, and may be required at the station's discretion, in order to communicate your program's message or viewpoint:

- Apply brief credits (title, producer) at the beginning of each program. Include more comprehensive credits (camera, audio, etc.) at the end of the program.
- For submitted DVDs: No more than 1—2 seconds of black- picture-in to picture-out is preferred and a disc label with the program name episode and exact running time.

c) Programs that are not produced at Charter Communications facilities must meet our technical standards.

d) The access user, in order to ensure that the submitted program(s) are aired properly and as scheduled, should submit only one show per file or disc.

## **7. PUBLIC ACCESS PRODUCTION FACILITIES AND EQUIPMENT RULES**

a) Equipment and facilities are available on a first-come, first-served, nondiscriminatory basis to residents, or a group or organization which operates within Charter Communications' Service Area. Proof of residency must be provided (as evidenced by a driver's license, state ID card, utility bill, which includes electric, gas, water, cable or land line phone, tax bill, and/or Non-Profit tax-exempt document 501(c)(3); a box number is not acceptable). Charter Communications' Production Facilities may only be used to produce Access Programming and such Access Programming must be presented on an Access Channel. A request for Production Facilities use shall be made by filling out a studio or equipment application. Production Facilities use is subject to availability.

b) At least seven (7) days in advance of the desired time and date of the use of the Production Facilities, an Applicant must submit a studio or equipment application. Charter Communications may waive the (7) seven day period in the event such Production Facilities are available upon shorter notice.

c) Facility Users must provide at least twenty-four (24) hours' notice of cancellation of scheduled use of Production Facilities time and must use all reasonable effort to ensure not to exceed the scheduled time. Facility Users causing disruption or inconvenience to Charter Communications staff or other Facility Users may be subject to penalties and/or revocation of their Access User Contract and future use of Production Facilities.

d) Where available, designated portable access equipment may be used by Qualified Production Facility Users. User agrees to be responsible for any damage to equipment, reasonable wear and tear excluded. Equipment may not be used at locations or for purposes other than the production of Access Programming.

e) The Production Facilities may only be used for the purpose of creating Access Programming for cablecast. All Production Facility usage is subject to these Rules, and any and all tampering with Production Facilities may result in loss of access privileges and responsibility for any resulting damages.

f) Charter Communications employees may request an individual to leave its premises immediately for the following violations:

- Eating, drinking, smoking or use of alcohol or controlled substances within any Charter Communications facility.
- Threatening and/or verbally abusing staff, volunteers, or users at the Charter Communications facilities, including conduct or disruptive behavior such as yelling, using profanity, or attempting to intimidate staff, volunteers, or users or deliberately sabotaging any project.
- Damage to equipment or facilities
- No legitimate reason to be on the premises.

## **8. RESERVING PRODUCTION FACILITIES & POLICIES**

- a) Charter Communication's Production Facilities are available only to Qualified Access Users currently working on Access Programming on file with the office, and only to work on said programming.
- b) Production Facilities are reserved by the Access Producer for a specific time period, not by project.
- c) Prior to Production Facility usage, the following must be filed with Charter Communications: a) an Application for the Production Facility Use, an Access User Application, and Access User Contract; b) proof of residency (permanent domicile) within the Charter Communications Service Area; c) a complete shooting schedule; d) a complete crew list; and e) a list of any props or additional materials to be brought into the facility.
- d) Access Users may utilize the Production Facilities for the production of Access Programming. While the Production Facilities are here and available for this purpose, no other Charter Communications facilities may be used without the express consent of the company, including but not limited to all office equipment and machinery, such as copy machines, telephones, typewriters, and desk items (pens, pencils, staplers, tape, etc.).
- e) Access Users are admitted to the Charter Communications Production Facility areas only. They are not permitted to walk around the building unaccompanied. It is expected that Access Users will treat the access and building staffs and other Access Users with respect and courtesy. Verbal and/or physical abuse of staff members or other access users may result in the suspension of access privileges. Repeated instances of disrespect or abuse may result in the revocation of all access privileges.
- f) Production Facility Reservation Policies and Application Forms for the reservation and use of Charter Communication's Production Access Facilities are attached. Please locate and complete the forms which apply to the facilities and equipment that you need to produce your Access program.
- g) In order to ensure a smooth, well run presentation, please advise the staff well in advance if you have booked any extraordinary presentation which might require additional equipment, space, or facilities.

- h) Please make other arrangements for the care and supervision of children and animals, since they may not join you in the access area.
- i) If you plan to have animals on your program, you must obtain prior approval from staff. Animals must be properly caged for their safety and the safety of other Access Users.
- j) The policies and procedures for the use of the specific pieces of equipment available in this Charter Communications system are available on request. Please make certain that you review these documents and complete the information forms which accompany them.

**9. STUDIO**

- a) Access Users utilizing Charter Communication's studios are subject to the general Charter Communications Production Facilities Policies set forth in the Access Program and Facilities Policies and Procedures attached hereto.
- b) The program producer must be present during any studio usage. A maximum of four (4) non-consecutive sessions may be booked at any time.
- c) Only crew members and talent directly involved with the production are allowed in the studio (guests, observers, audiences, etc. are allowed only with the consent of the Public Access staff). All studio participants (including crew, talent, guests, and visitors) must enter the building from the front door and must sign in with building security, where applicable, prior to commencing studio operations. The crew log-in sheet must be complete before studio production begins. Visitors should be kept to the minimum and will be seated in the green room during production. No one other than crew will be allowed in the control room or studio area.
- d) Wherever possible and in order to maximize the availability of Charter Communication's studio, pre-production meetings and planning sessions should take place outside of the Charter Communications Studio and prior to the scheduled use of the studio.
- e) Use of the Charter Communications studio for the production of programs that feature bands or other guests whose sound cannot be contained within the studio and might be a disturbance to other departments in the building may need to be scheduled at times outside of regular business hours.
- f) Room temperature in the studio must be kept cool for optimal machinery functioning. Please dress appropriately and do not adjust room temperature settings.
- g) Do not re-patch, re-configure, or alter any settings on equipment. Ask the staff to assist you. Please report immediately to the staff any equipment problems that you are experiencing. Do not attempt to make equipment repairs yourself.
- h) No food or drink is allowed while using the studio. No smoking is allowed on the premises.
- i) Please be prompt in your arrival to and departure from the studio, and adhere to your reserved time slot. There should be no loitering in the access area after your allotted studio time is finished. You are expected to leave the area promptly and in a clean and orderly condition when your booked time slot is over so that the facility is ready for the next access user.

- j) When finished with cameras:
  - Lock tilt locks (not brakes or drags) in a slightly downward angle.
  - Return cameras to initial location and coil the cameras multi-cables (in “over/under” manner).
- k) Return appropriate equipment to the office and wait for staff to check before you leave.
- l) Do not “power down” equipment after shift.
- m) If you are unsure about any procedure or piece of equipment, please ask the staff.

## **10. EDITING**

- a) Access Users utilizing Charter Communication’s editing facilities are subject to the general Charter Communications Production Facilities Policies.
- b) Time can be reserved for editing by submitting an Editing Application. *Please consult with an access coordinator and our studio’s equipment reservation book for the date(s) and time(s) available.*
- c) Editing facilities are booked for work on Access Programs only.
- d) Only producers and editors directly involved with an editing project may be present in the editing room, and no more than two (2) at any one time. No others can be admitted to the editing area by producers working in the editing room or studio.
- e) Please be prompt in your arrival to and departure from the edit suite and please adhere to your reserved time slot.

## **11. TRAINING WORKSHOP**

Any person desiring to use any of the Charter Communications Production Facilities, must first become a Qualified Facility User by successfully completing a competency exam which measures understanding of the use of Charter Communication’s Production Facilities. For those without previous training or experience, Charter Communications provides training workshops on a first-come, first-served basis throughout the year. Consisting of lecture and hands-on experience in production techniques, workshops are scheduled on a regular basis and are an excellent way to become qualified and to meet other users who are potential production crew members. A Training Workshop Application can be obtained by calling or writing the Access Staff.

## **12. VOLUNTEERS**

Volunteers are vital to the spirit of community access experience. Charter Communications maintains a list of people who have passed the qualifying exam and/or successfully completed the access training workshop and who are willing to assist others in the production of their Access Programming. If you are interested in volunteering or in obtaining the names of current volunteers, please contact Access Staff.

## **13. POLICY ENFORCEMENT**

**Cancellation Policy:** Access Users cancelling scheduled Production Facility Use time must call twenty-four (24) hours in advance of the scheduled slot. Reserved time is non-transferable. Failure to comply with such consideration will subject Access User to the Suspension Guidelines in the Rules.

**Late Policy:** Access Users who will be late for scheduled facilities use must call twenty-four (24) hours in advance of the scheduled slot. Reserved time is non-transferable. Failure to comply with such consideration will subject Access User to the Suspension Guidelines in the Rules.

**Charter Communications PEG Rules And Regulations:** Charter reserves the right to suspend or revoke the privileges granted to any Access User for violations the rules and regulations provided herein or for violations of the Access User Agreement. Charter may also require any Access User to reimburse Charter for any damage caused to Charter's PEG facilities and equipment or as otherwise provided in the Access User Agreement.

**APPLICATION FOR AIR TIME**

- [ ] New User (Include Application, Signed User Agreement & Proof of Residence)
- [ ] Existing User (Include Application & Proof of Residence)

\_\_\_\_\_  
Name of Applicant



\_\_\_\_\_  
Program Title

\_\_\_\_\_  
Address (No P.O. Box Numbers)

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Home Phone Number

\_\_\_\_\_  
Cell Number

\_\_\_\_\_  
E-Mail

**Check applicable:**

- \_\_\_\_ recorded DVD submission.
- \_\_\_\_ will need to be re-encoded for cablecast.
- \_\_\_\_ FTP file(s) that meet studio's requirements.
- \_\_\_\_ will require production facilities or equipment.

**Indicate two choices of preferred days and times for programming (subject to availability)**

- 1<sup>st</sup> Choice (day and time): \_\_\_\_\_
- 2<sup>nd</sup> Choice (day and time): \_\_\_\_\_

Length (in minutes): \_\_\_\_\_ Single Program: [ ] Series: [ ]

Brief description of program: \_\_\_\_\_

Applicant states that they have read Public Access operating rules, terms, and conditions governing cable access television use and agreed to abide by the terms and conditions contained herein. The cable operator reserves the right to pre-empt or reschedule program and production time when necessary. Applicant agrees that cable operator will not be held liable for personal property damage that might occur while using said facilities and equipment. Any fraudulent information on this application will cancel the processing of this request.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

-----  
**For Internal Use Only**

Day & Time Slot: \_\_\_\_\_

Date processed: \_\_\_\_\_

**PLEASE NOTE: ONLY ONE APPLICATION PER SHOW/SPONSOR**

Attach Copy of Proof of Residency

**ACCESS USER AGREEMENT**

1. I have read Charter Communications "Public Access Rules" and policies. I agree to abide by all the provisions in Charter Communications access rules.
2. I agree to assume complete financial responsibility for the use and/or damages made to Charter Communications facilities and equipment.
3. I state that I have obtained or, before the program material is cablecast, will obtain all required approvals, clearances, licenses, etc., for the use of material I submit, including but not limited to approvals by music licensing organizations, copyright owners, all persons appearing in the program, and any other approvals that may be necessary to transmit the program. I will assume all liability against Charter Communications.
4. I promise that my cablecast shall not include the following prohibited material:
  - A. Any obscene material (as defined by station policy.)
  - B. Any programming of or information about any lottery, gift, enterprise or similar scheme offering prizes that require a drawing or element of chance.
  - C. Any programming that solicits funds or materials on behalf of myself or any agency. I agree that I will not use access time for personal profit or gain.
5. I agree to abide by and adhere to any other rules as they apply to program content, such as "indecentcy" and I have read and understand Access policy regarding such programming content. Furthermore, I agree to notify Charter Communications of any questionable content that my program may contain.
6. I agree to submit my program's script, or working outline, if requested, to Charter for its review at least 7 business days before it is transmitted through Charter Communications. I understand and agree that Charter Communications may reject any audio or video portion of the material I submit which is prohibited by Charter Communications Access rules. I understand and agree that I may be charged for studio technical assistance and other access charges if the program or portions of my program are made available for sale or traded for services.
7. I will assume all responsibility as producer and/or program originator for my programming. I will legally and financially be responsible for any claims made against Charter Communications, its owners, officers, and all persons working for Charter Communications, paid or unpaid. I will pay all legal costs, and other charges arising out of any material I supplied in connection with my Access programming.
8. In addition to the previous section, I will assume all liability against Charter Communications, including reasonable attorney fees, for claims that I violated copyright, trademark, patent, literacy or dramatic rights, or rights of privacy and libel/slander laws.
9. I agree to defend all legal actions arising from my use of Access channel and equipment with the aid of counsel and to assume the expense for that defense. Charter Communications has the right to participate in that defense and my counsel will cooperate with Charter Communications' attorneys.
10. I, or my organization, if applicable, release Charter Communications from any legal action or claims against me or my organization. I further release Charter from any claims I may have against Charter that arise out of my use of Charter's facilities and equipment or Charter's transmission of my program, including, but not limited to, any mistakes, omissions, interruptions, delays, errors, or defects.
11. I understand Series programs require production minimums in order to maintain a regular time slot and familiarity with equipment operation. If I stop production for more than 30 days or make changes in crew members, I agree to complete a new form and allow time for training.
12. I agree to comply with the technical specifications in Charter Communications Access rules for my material. If requested I will identify the participants and producer in my program credits.
13. I understand if I submit any program material that doesn't meet Charter's technical standards; it may be rejected for broadcast at any time.
14. I understand and agree that each statement in this agreement is not intended to be made as a personal agreement of any incorporator, stockholder, director, officers or partner, past or present, of Charter Communications.
15. I understand that Charter Communications is not liable for lost, missing, or damaged program files or physical media. I also understand that any media file not associated with a current program or episode will be removed from digital storage.
16. I understand that Charter may terminate this agreement and/or suspend or revoke my PEG Access privileges if I fail to abide by the terms of this Agreement or Charter's rules and regulations regarding PEG Access.

I, \_\_\_\_\_, certify that the information contained in this application is correct to the best of my knowledge. I have read Charter Communications "Public Access Rules" and policies. I agree to all of the term of this Access User Agreement and to abide by all the provisions in the Charter Communications Access Rules. I understand that falsification of this information or omissions are grounds for rejection of this application. I agree to take full responsibility for any equipment I use and agree to pay for any lost or damaged equipment.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

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**For Internal Use Only**

**SAMPLE**  
*FILLABLE FORMS AVAILABLE.*

Approved by: \_\_\_\_\_

Date processed: \_\_\_\_\_

**ACCESS TRAINING COURSE APPLICATION**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of program: \_\_\_\_\_

Phone #: \_\_\_\_\_ Cell #: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

Organization (If Applicable): \_\_\_\_\_

Main Area of Interest: \_\_\_\_\_  
(STUDIO, EDITING, ENG)

Studio Location: \_\_\_\_\_

Special Skill/Talent: \_\_\_\_\_

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**(The section below must be completed by the students taking the program for school credit)**

School: \_\_\_\_\_

Major: \_\_\_\_\_

Are you taking this for a project or community service? \_\_\_\_\_

How many hours are required? \_\_\_\_\_

Advisors Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Additional Information: \_\_\_\_\_

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Approved by: \_\_\_\_\_

Date processed: \_\_\_\_\_

**STUDIO APPLICATION**

Program Title: \_\_\_\_\_

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_ Cell #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Date(s) requested: \_\_\_\_\_ (REM) Time in/out request

Time requested: \_\_\_\_\_ (Typical studio shoots have approximately 3 hours use)

**Please list names of ALL production crew and guests: Please use the back of this form for additional crew**

Name/Address/Phone: \_\_\_\_\_

Name/Address/Phone: \_\_\_\_\_

Name/Address/Phone: \_\_\_\_\_

Name/Address/Phone: \_\_\_\_\_

Name/Address/Phone: \_\_\_\_\_

Name/Address/Phone: \_\_\_\_\_

(REM) Are crew members trained and qualified Access Users? Yes \_\_\_\_\_ No \_\_\_\_\_

(ADD) Please use the back of this form to provide a brief description of your show

I have read the Charter Communications Access Rules and Access User Agreement and have agreed to all terms. I understand that this application must be submitted at least five (5) days prior to requested studio date. I also understand that a completed Access User contract and Application for Air Time must be submitted prior. Applicant assumes all responsibility in accordance with Charter Communications Access Rules and Access User contract.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**For Internal Use Only**

Approved by: \_\_\_\_\_

Date processed: \_\_\_\_\_

**Brief description of your show:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Additional production crew and guests:**

Name/Address/Phone: \_\_\_\_\_

Name/Address/Phone: \_\_\_\_\_

Name/Address/Phone: \_\_\_\_\_

Name/Address/Phone: \_\_\_\_\_

Name/Address/Phone: \_\_\_\_\_

Name/Address/Phone: \_\_\_\_\_



**For Internal Use Only**

Number of shows recorded: \_\_\_\_\_

Date: \_\_\_\_\_ Show Episode#: \_\_\_\_\_ Library File: \_\_\_\_\_ TRT: \_\_\_\_\_

Date: \_\_\_\_\_ Show Episode#: \_\_\_\_\_ Library File: \_\_\_\_\_ TRT: \_\_\_\_\_

Date: \_\_\_\_\_ Show Episode#: \_\_\_\_\_ Library File: \_\_\_\_\_ TRT: \_\_\_\_\_

Date: \_\_\_\_\_ Show Episode#: \_\_\_\_\_ Library File: \_\_\_\_\_ TRT: \_\_\_\_\_

**EDITING APPLICATION**

Access Program Title: \_\_\_\_\_

Individual or Group Applying: \_\_\_\_\_

Phone #: \_\_\_\_\_ Cell #: \_\_\_\_\_

E-mail: \_\_\_\_\_

Type of Editing:

Edit

Re-encode



Date(s) and Time(s) Requested (2 non-consecutive sessions of 3 hours each may be booked at any given time with a maximum of 12 hours per week):

1) Date: \_\_\_\_\_ Time: \_\_\_\_\_

2) Date: \_\_\_\_\_ Time: \_\_\_\_\_

3) Date: \_\_\_\_\_ Time: \_\_\_\_\_

I have read the Charter Communications Access Rules, and I understand that a completed Access User Contract and Program Application and Outline must be on file for the program being edited during these requested time periods.

(Please be prompt in your arrival to and departure from the edit suite and please adhere to your reserved time slot.)

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date: \_\_\_\_\_ Time Reserved: \_\_\_\_\_

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**For Internal Use Only**

Approved by: \_\_\_\_\_

Date processed: \_\_\_\_\_

**ACCESS EQUIPMENT USE AGREEMENT**



Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Cell #: \_\_\_\_\_

E-mail: \_\_\_\_\_

Applicant has inspected the equipment listed on the back of this form and agrees to return equipment in workable condition to the access department (studio).

Show Title: \_\_\_\_\_

Applicant agrees to return equipment by: (Date) \_\_\_\_\_ (Time) \_\_\_\_\_

Applicant assumes full responsibility for the proper care of Charter Communications access equipment which may only be used for the production of access programming. Damage to equipment may result in loss of access use privileges. Applicant assumes financial responsibility for the repair or replacement of equipment damaged while in the care and custody of Applicant in accordance with Charter Communications Access Rules and Contract.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_

Date Equipment returned on: \_\_\_\_\_

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**For Internal Use Only**

Equipment Loan (Date) \_\_\_\_\_ (Time) \_\_\_\_\_

Approved by: \_\_\_\_\_

Equipment Returned (Date) \_\_\_\_\_ (Time) \_\_\_\_\_

Approved by: \_\_\_\_\_

**PUBLIC ACCESS EQUIPMENT**

**Field Cameras**

Panasonic (HD) AG-HMC70P #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_

(Note: Cameras come with power supply and 2 batteries.)

SD Card # \_\_\_\_\_

SD Card # \_\_\_\_\_

**Tripods**

Bogen 3046 #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_ #6 \_\_\_\_\_ #7 \_\_\_\_\_ #8 \_\_\_\_\_ #9 \_\_\_\_\_

**Audio Equipment**

Shure VP-64 Handheld (# of) \_\_\_\_\_

AT835 Shotgun #1 \_\_\_\_\_ #2 \_\_\_\_\_

Samson Wireless Handheld #1 \_\_\_\_\_ #2 \_\_\_\_\_

Samson Wireless Lavalier #1 \_\_\_\_\_ #2 \_\_\_\_\_

Crown Sound Grabber II #1 \_\_\_\_\_ #2 \_\_\_\_\_

Beachtech DXA-4P XLR Adapter #1 \_\_\_\_\_ #2 \_\_\_\_\_

Shure FP33 Audio Mixer #1 \_\_\_\_\_

XLR Cables (# of) \_\_\_\_\_

Mic Stand (# of) \_\_\_\_\_

1/8 to XLR Adapter(s) \_\_\_\_\_

1/4 to XLR Adapter(s) \_\_\_\_\_

**Light**

Power Cords (# of) \_\_\_\_\_

Lighting Kit #1 \_\_\_\_\_ #2 \_\_\_\_\_

**Other Items Borrowed:**



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**RELEASE AND ACKNOWLEDGMENT OF LIABILITY FORM**

I, \_\_\_\_\_, the undersigned, hereby acknowledge that I have offered, and Charter communications has accepted, to perform services as a non-compensated volunteer, to perform various services concerning program origination and program production.

I accept fully responsibility and liability for any damages caused directly or indirectly by me which are suffered by Charter Communicates or imposed upon said company by me as a third party.

While working in conjunction with Charter Communications, I hereby release the company from any and all liabilities to me for injury or harm to me which could result from my performance in volunteer services for the company.

I do realize that I am not bound under any contractual obligation with Charter Communications and, as a result, I am thereby responsible for my own actions. I do have the right to accept or reject the performance of any services, whether offered by me or requested by Charter Communications, which could result in liability or risk of injury to me.

I, \_\_\_\_\_, the undersigned, have executed this Release and Acknowledgment of Liability intending to be legally bound hereby, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
I, the volunteer

\_\_\_\_\_  
If under 18 signature of Legal Guardian

\_\_\_\_\_  
Charter Communications Representative



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**For Internal Use Only**

Approved by: \_\_\_\_\_

Show title: \_\_\_\_\_

Date processed: \_\_\_\_\_



**ACCESS PROGRAMMING PERSONAL RELEASE FORM**

To Whom It May Concern:

I hereby agree to your recording my appearance and participation in a television program being created by you to appear on Charter Communications Public, Educational, and/or Government Access Channel.

I acknowledge that you are and will be the sole owner of all rights in and to the program.

You shall have the right to use my name, portrait, picture, and biographical material to publicize and advertise the program.

I hereby indemnify Charter Communications, its successors, assigns, and you against any and all claims, damages, liabilities, costs, and expenses arising out of the use of ideas or words expressed by me during the program or ad libs spoken or unauthorized acts done by me in connection therewith.

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



Show: \_\_\_\_\_

**NAME, ADDRESS, AND SIGNATURE OF PARENT OR GUARDIAN, IF TALENT IS A MINOR:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Cell #: \_\_\_\_\_

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



**For Internal Use Only**

Approved by: \_\_\_\_\_

Date processed: \_\_\_\_\_



## PUBLIC ACCESS FTP USER'S GUIDE

Before uploading files, be sure the files comply with the requirements as detailed in the PUBLIC ACCESS FTP FILE REQUIREMENTS document and are named properly.

The file naming convention is: ShowNameEpisodeNumber.mpg . Example: MyShow001.mpg

Please note: Every episode must have a unique number.

Files must be uploaded at least two business days prior to broadcast.

Login using the information provided to you.

Once you are logged in, click on **Upload File(s)** in the left-hand column

Click on **Browse...** to locate the file you want to upload and click on **Begin Upload** to upload the file

The time it will take to upload the file will vary based on the speed of your internet connection and the file size. A progress bar will indicate the file upload speed.

Once the upload is complete, a window will pop-up indicating **The file has been successfully sent.**

Confirm the file was properly uploaded and is now located in your folder by clicking on **Return To The File Listing**. The file name should appear there.

Once confirmed; complete email the studio at [PEG.CTW@charter.com](mailto:PEG.CTW@charter.com) The studio does not know that you have uploaded a new program, until you send a notification email.

The Public Access Channel/Studio will then download the file and prepare it to be aired.

Please note that if you are unable to upload files that conform to the studio's file standards, your program will not air. You are responsible for meeting these requirements. Submitting a playable DVD in person is always an option, should you be unable to FTP files that meet our requirements.



## PUBLIC ACCESS FTP FILE REQUIREMENTS

Public Access show files being delivered via FTP should adhere to the following file format and specifications in order to be compatible with our playback system(s).

Following these guidelines will help ensure that your programs play properly on the air.

### **Recommended Format:**

- **MPEG-4 (.mp4)**
  - Video codec: H.264 HIGH profile, up to level 4.0
    - 1920 x 1080 (29.97, interlaced)
    - 1280 x 720 (59.94 fps, progressive)
    - 720 x 480 (29.97 fps, interlaced)
      - Constant and variable video bitrate encoding up to 6 Mb/s
      - Chroma Sampling: 4:2:0
  - Audio format: AAC-LC
    - 128 kb/s, 192 kb/s
    - 44.1 kHz, 48 kHz

### **Other Formats:**

- **MPEG-2 Program Stream (.mpg)**
  - Video codec: MPEG-2 program stream, MAIN profile, MAIN or HIGH level
    - 1920 x 1080 (29.97 fps, interlaced)
    - 1280 x 720 (59.94 fps, progressive)
    - 720 x 480 (29.97 fps, interlaced)
      - Constant and variable video bitrate encoding up to 6 Mb/s
      - Chroma Sampling: 4:2:0
  - Audio format: Layer-2
    - 128 kb/s, 192 kb/s
    - 44.1 kHz, 48 kHz

#### **File Name:**

27 characters maximum with no spaces in addition to the required “.mpg” or “.mp4” extension. Must include show name and episode number. Example: myshow001.mpg

