

Town of Exeter, NH

***EXTV-P ACCESS 98
POLICIES AND PROCEDURES
MANUAL***

Section 1.0 Introduction

- 1.1 The Town of Exeter, in cooperation with community and area resources, including Exeter schools, will operate public access channel 98; featuring programming designed to showcase the diversity of its residents and inform, educate and expose them to topics of local interest, in order to help residents identify and know more about their community.
- 1.2 This EXTV-P Access 98 Policies and Procedures Manual (“Manual”) describes required policies and procedures for all EXTV-P presenters and producers.

Section 2.0 EXTV-P

- 2.1 EXTV-P will work toward the following goals:
- 2.2 Advocate the use and benefits of public access television.
- 2.3 Encourage the cablecasting of non-commercial programs directly related to the Town of Exeter (“TOE”) and/or its surrounding communities with appropriate Exeter resident sponsorship.
- 2.4 Encourage the creation of programs aimed at preserving, developing, and enhancing the diversity of thought, culture, experiences and heritage within Exeter.
- 2.5 Serve as a local information exchange.
- 2.6 Develop cooperative partnerships with organizations and individuals to help further the goals of the community through public access television.
- 2.7 Monitor and incorporate, to the extent funding is available, the use of emerging technologies that will benefit public access users.
- 2.8 Maintain a cable channel dedicated to public use in a manner that is free of censorship and control of program content, except as necessary to comply with State or Federal law.
- 2.9 Attempt to provide equitable access to the community channel by developing and utilizing rules and policies.
- 2.10 Stimulate residents to be involved in the production and broadcasting of innovative community-oriented programming;
- 2.11 Provide a bulletin board which airs notices from government agencies and non-profit organizations in the Town of Exeter and neighboring communities with appropriate Exeter resident sponsorship;

2.12 Bring into the homes of persons with disabilities or shut-ins numerous Exeter and non-profit community activities and area educational activities in order to insure that they remain an integral part of our community.

Section 3.0 Who can use Public Access?

3.1 Exeter residents are eligible to use the production equipment and facilities for producing public access programming on cable television for the EXTV-P system.

3.2 Employees of Town of Exeter departments, members of non-profit organizations with appropriate Exeter resident sponsorship, or governmental groups, students and teachers of schools and institutions located within the Town of Exeter or SAU #16 communities with appropriate Exeter sponsorship are eligible to use the production equipment and facilities for producing access programming on cable television.

3.3 (RESERVED)

3.4 Persons wishing to produce programs using EXTV-P equipment and facilities must:

3.4a Read and understand all community television access policies and procedures.

3.4b. Be certified for equipment use through training at an EXTV-P production workshop.

3.4c Intend to use the community access equipment or facilities for the sole purpose of producing programs for the access channels.

3.4d Submit a detailed program proposal to appropriate designated EXTV-P personnel.

3.4e Staff his/her crew with trained volunteers.

3.5 Additional requirements are outlined in this document.

Section 4.0 Program Sources

4.1 Program material may emanate from:

4.1a EXTV-P volunteer staff.

4.1b Governmental, educational organizations.

4.1c Area residents or non-profit community groups as approved by the Exeter Cable Advisory Committee or its designees.

Section 5.0 Editorial Control

5.1 The decisions concerning the editing and broadcasting of a program will be made by either the staff person for EXTV-P or one member of the Exeter Cable Advisory Committee for all programs from all sources. Appeals on broadcast items will be heard by the remaining members of the Exeter Cable Advisory Committee. Final decisions on broadcast disputes or other disputes arising from the use of Public Access Channel 98 rest with the Exeter Board of Selectmen.

5.2 EXTV-P is not obligated to air material submitted from any source or to air productions or bulletin board submissions in their entirety.

Section 6.0 EXTV-P Productions

6.1 Air-time is available solely for the purpose of airing programming that is non-commercial and is in conformance with these policies and procedures.

6.1a Programming can be content that is pre-approved by the Exeter Cable Advisory Committee, or its designees, that is produced by a group or individual outside Exeter, or: featuring an activity of a unit of the Town of Exeter government, non profit organization or resident, an event sponsored by an element of the Town of Exeter government, non profit organization or resident, or a product which is requested for airing by a unit of the Town of Exeter government and/or the Exeter Cable Advisory Committee to inform, educate or entertain Exeter residents on matters which may be of local interest.

All of the above named entities require an Exeter resident to sponsor their content through the forms, policies and procedures outlined herein.

6.2 All programming shall be reviewed by the Exeter Cable Advisory Committee, as needed or its designees, and is subject to editing to insure that it is in conformance with policies, procedures and scheduling requirements.

6.3 An independently produced program is any program that is neither a recording or broadcasting of an activity of a unit of the Town of Exeter nor an event in the Town of Exeter recorded at the request of the Exeter Cable Advisory Committee by persons acting in the capacity of an EXTV-P production team member.

Before airing an independently produced program, the producer must complete and sign an **EXTV-P Producer Agreement Form** accepting full responsibility for the program content, holding harmless EXTV-P, Town of Exeter, and the Exeter Cable Advisory Committee members or its designees from any loss incurred in the defense of any claim or suit and certifying that the program is in full compliance with these policies and procedures. Independent producers (developing programs at the request of a unit

of Town of Exeter government or the Exeter Cable Advisory Committee must certify on the Producer Agreement Form that EXTV-P has first and unlimited use of the program.

6.3a Program proposals must be submitted for all independently produced programs.

6.3b Proposals should be submitted to the Exeter Cable Advisory Committee or its designees in advance of program production.

6.4 The filming and/or recording the voice of a paid performer will only be aired upon receipt and approval by the Exeter Cable Advisory Committee, or its designees, of an **EXTV-P Performer Release Form** which, in part, waives any right to compensation from EXTV-P for the broadcast of all or any portion of the performance.

6.5 Liability for an unauthorized use of copyrighted material shall rest solely with the Producer.

6.6 EXTV-P is not responsible for any lost, stolen or damaged DVDs, video tapes or other media submissions.

6.7 All media must be picked up by the sender within 21 days of final cablecast. After such time has elapsed, media may be discarded by EXTV-P.

6.8 A live cablecast violating these policies and procedures will be terminated immediately and may resume only upon decision of either the EXTV-P Staff person or the Exeter Cable Advisory Committee.

6.9 A cablecast of a meeting of any governmental policy-making or advisory body or committee will only be edited to the extent that formal breaks in the meeting or any obscenities are deleted. No recordings of public meetings cablecast on EXTV-P-98 shall constitute the official record of those meetings under New Hampshire law.

6.10 Requests to EXTV-P staff or the Exeter Cable Advisory Committee to delete comments or other portions of such meetings will not be honored.

6.11 Persons acting in the capacity of an EXTV-P production team member creating a tape or other media on behalf of the Exeter Cable Advisory Committee shall complete a "Work for Hire Agreement" form acknowledging the "work for hire" capacity and agreeing that any created media is the property of EXTV-P.

6.12 It is recommended that producers keep possession of their edited master recording and submit high quality duplication on any EXTV-P accepted format for cablecasting. EXTV-P is not responsible for damage to the air-media, under the Producer Agreement Form, which is completed for cablecasting.

6.13 In the case of a scheduled program, producers who fail to submit media masters on schedule will risk the loss of their time slots. EXTV-P staff reserves the right to cancel the program's time slot, if the producer fails to provide a new show within the agreed upon time frame.

Section 7.0 Program Proposal Guidelines

7.1 Program submissions must:

7.1a Include a justification indicating how the program relates to the mission and objectives of EXTV-P, its potential value to the community, its goals and target audience.

7.1b Be accompanied by a certification that the producer has read these policies and procedures and that the program will be in compliance with them.

7.1c Be submitted at least 30 days in advance of the proposed airing time. If the program does not accompany the proposal, the earliest airing will be at least 30 days after receipt of the program. These timeframes may be modified by the Exeter Cable TV Advisory Committee in accordance with production or cablecast needs. [query 30 days seems overly long]

7.1d All media submissions must be properly labeled and contain program title and length, name of producer and sponsoring organization and the home and work telephone numbers of the producer.

7.1e Include a synopsis of program content or proposal.

7.1f Anticipated length of the program (EXTV-P retains the right to approve an alternate program length for a proposed program)

7.1g Request date(s) and hour(s) for cablecasting with at least one alternate date and time for cablecast.

7.2 Prior to the program broadcast, the Program Coordinator must submit:

7.2a Request for Cablecast Time and Producer Agreement Form for the specific program submitted.

7.2b A master video DVD or tape marked with the following information: access producers name, program title, and total running time (first video to last video) in SMPTE time (hours: minutes: seconds).

Section 8.0 Specifications

8.1 The preferred media format is DVD. Filmed programs must be submitted on new high grade good quality media formats. Program material submitted on low-grade media will be rejected.

8.2 Material submitted with poor video quality, e.g. bleeding colors, excessive video noise, incorrect white balance, unstable video, washed out colors, insufficient brightness, focus or contrast problems may be rejected by EXTV-P staff or a member of the Exeter Cable Advisory Committee, , for video technical reasons. Appeals from this section may be made to the Exeter Cable Advisory Committee, meeting as a committee, minus any member who made the decision that is the subject of the appeal..

8.3 Material submitted with poor audio quality, e.g. audio level too low, excessive noise, synchronization problems, muddy or muffled sound may be rejected by EXTV-P Staff or a member of the Exeter Cable Advisory Committee, , for audio technical reasons. Appeals from this section may be made to the Exeter Cable TV Advisory Committee, meeting as a committee, minus any members who made the decision that is the subject of the appeal.

8.4 The beginning of all cablecast programs should have 30 seconds of black and blank audio. If there is no titling at the beginning of the tape, 2 minutes of black should be included so that titling may be added.

8.5 The end of all cablecast programs should have the standard format in the following order:

8.5a Appropriate credits.

8.5b Programming produced for EXTV-P should include the following system credit:

"The preceding PEG Access Program was produced entirely by EXTV-P users. The views expressed are those of the producers and do not represent the views or opinions of EXTV-P or its staff, the Exeter Cable Advisory Committee, the Board of Selectmen, or the Town of Exeter."

Section 9.0 Copyright and Other Clearances

9.1 Users presenting a program for cablecast *must* sign the Producer's Agreement that they have made all appropriate arrangements to obtain all rights to materials to be cablecast. Users shall obtain, in writing, the consent of all persons and parental permission for all minors appearing in programs submitted for cablecasting. Sample Talent Release Forms are available online.

Section 10.0 Minors Submitting Programs

10.1 A parent or legal guardian must sign the **Producer Agreement Form** for each program submitted by a minor. EXTV-P staff or representative(s), including the Exeter Cable TV Advisory Committee, or its designees, may request copies of all clearances and releases before airing a program.

Section 11.0 Acknowledgements and Disclaimers

11.1 The Presenter of a program must be clearly identified on a title card appearing at the beginning and end of each program. The title card must include the presenter's name, address and phone number. The title card provides the viewer with contact information in case of questions or concerns.

11.2 A Presenter is an Exeter resident or organization that signs the Producer Agreement Form and submits a show for airing. Presenters are legally responsible for the content of a cablecast program. The Presenter may or may not be the producer of the program.

Section 12.0 Ownership

12.1 The Presenter of any program submitted for broadcast on-public access channel 98 retains copyright ownership of the program. EXTV-P reserves the right to retain a copy of the program for later-broadcasting on the community channel or for other non-commercial, promotional purposes.

Section 13.0 Distribution Rights

13.1 The Producer/Presenter retains the rights of distribution for all programs aired on the Exeter public access channel.

Section 14.0 Underwriting and Sponsorship Credits

14.1 Public Access producers are permitted to seek underwriting and/or sponsorship credits for their productions, as long as the support is in direct relation to the cost of

program production. Companies may sponsor shows that cover local public community events/interests. Companies cannot sponsor shows about themselves or shows that display their product or services exclusively.

14.2 The producer may give on-air credit to the person or organization that has given financial or in-kind support for the production or promotion of a program. EXT-V-P will generally follow the FCC's Enhanced Underwriting Guidelines, and will allow such announcements as follows:

14.2a Length: A credit of up to 10 seconds is given per every 30 minutes of programming. For instance, a half hour show (30 minutes) would be allotted 10 seconds for crediting sponsors and an hour show (60 minutes) would get (20 seconds) of time for sponsor acknowledgement.

14.2b Total amount of underwriting and/or sponsorship credits may not exceed the length of original programming.

14.2c Each underwriting and/or sponsorship credit cannot exceed 10 seconds in duration.

14.3 Placement: Credits may be placed at the beginning, and/or end of a show. The credit may be split into any time increment.

14.4 A credit may contain:

14.4a The Company/Person's Name.

14.4b The Company Logo.

14.4c The Company/Person's Address and/or Phone Number.

14.4d A website address.

14.4e A qualifying line – A 10 word description of the type of business. Example "This has been brought to you by company X, serving the region since 1940."

14.5 A credit MAY NOT contain:

14.5a A video or photograph of any product the company sells.

14.5b A description of services or products the company provides.

14.5c A promotion of any form for the purchase or use of alcoholic or tobacco products.

14.5d Comparative Descriptions.

14.5e Pricing Information.

14.5f Calls to action.

14.5g Inducements to buy, rent or lease.

14.5h No jingles - only general non promotional musical background.

Section 15.0 Underwriting - Financial Reporting

15.1 Upon receiving a written request from the Exeter Cable TV Advisory Committee, or its designees, producers receiving underwriting sponsorship must explicitly inform of any payment or cash received by an individual or group for the purpose of programs using EXTV-P equipment or facility. Additionally, The Internal Revenue Service may periodically review the non-commercial status of EXTV-P.

Section 16.0 Program Scheduling

16.1 All program scheduling will be approved by the Exeter Cable Advisory Committee, or its designees.

16.2 Whenever possible, EXTV-P will attempt to honor specific requests for broadcast dates and times.

16.3 Emergency Management announcements made by Exeter Emergency Management officials will, equipment permitting, be broadcast on a priority basis overriding all other scheduling decisions.

Section 17.0 Scheduling Conflicts

17.1 It should be understood, that since this is a shared community resource, specific time requests cannot always be granted. The public access channel time requests will be scheduled on a first come, first-served, nondiscriminatory basis. In the case of scheduling conflicts, program times will be determined by a lottery system, which will be held for producers at least once per year.

Section 18.0 Scheduled Time Slots

18.1 To allow for regularly produced programming aired at a consistent time on regular days of the week, or regular bi-weekly or monthly days and times, EXTV-P may enter into contracts for the public access channel with Producers/Providers for scheduled time slots within the constraints of the following guidelines.

18.2 To be eligible to enter into a contract or a scheduled time slot with EXTV-P a Producer/Providers of programming must have demonstrated the ability to produce programming of consistent quality and not in violation with EXTV-P Policies and Procedures.

18.3 Producer/Providers must demonstrate the ability to deliver the programs in a regular, timely and consistent fashion.

18.4 Only pre-recorded programs on technical approved media will be accepted.

18.5 The Exeter Cable TV Advisory Committee, or its designees, reserve the right to preempt regularly scheduled programming in order to better serve the public interest such as in the event of an emergency broadcast or a special event.

18.6 In the event of a scheduling conflict, programming times will be determined by a lottery system that will be held for producers once per year.

18.7 Scheduled time slots may be reallocated every 12 months.

18.8 A time slot may be revoked or reassigned if the Producer/Provider assigned to that time slot does not meet the terms of his or her contract, including but not limited to failing to deliver programs in a regular, timely and consistent manner.

Section 19.0 New Users and Time Dated Programs

19.1 EXTV-P reserves several time slots each week to accommodate programs created by new eligible users and / or time dated programs.

Section 20.0 Program Content Guidelines

20.1 Viewer's Discretion. Presenters are required to indicate on their completed **Producer Agreement** whether or not any portion of their programming content may present cause for EXTV-P viewers to exercise viewer or parental discretion. Programs marked, as 'Yes' will be scheduled as follows:

20.2 Obscene Material: Prohibited by Federal Law, will not be scheduled or aired.

20.3 Matter of Adult Nature/ Inappropriate for Children: Must be scheduled after 10 p.m. and before 4 a.m.

20.4 Indecent Material: Must be scheduled after 1 a.m. and before 4 a.m.

20.5 An announcement must be included at the beginning of the programs disclosing if it is indecent material or adult in nature and therefore inappropriate for children, for example: "The following program contains language or other program content that may be offensive to some viewers, particularly children. Viewer and parental discretion are advised."

20.6 The Exeter Cable TV Advisory Committee, or its designees, have the right to reject any program or announcement submission deemed in violation of these guidelines or which is, for any reason, deemed not suitable to the mission of EXTV-P.

Section 21.0 Facilities and Equipment

21.1 EXTV-P is a local access television production and cablecast operation wholly owned by the Town of Exeter and operated by the Exeter Board of Selectmen, Exeter Cable TV Advisory Committee, and its designees.

21.2 Access to EXTV-P editing or storage areas in these facilities will be subject to Town of Exeter policies and procedures and other rules and regulations as from time to time may be adopted by the Exeter Cable TV Advisory Committee, Board of Selectmen, or their designees. As long as the EXTV-P studio is located at Exeter High School, all users shall also abide by all rules applicable to use of Exeter High School Facilities.

21.3 Access to EXTV-P facilities for the purpose of recording or producing activities or events will be in accordance with these policies and procedures.

21.4 Equipment and supplies purchased by or donated to EXTV-P will remain the property of EXTV-P regardless of its location. In accordance with the MOA between the Town and the SAU16 dated May 16, 2011, equipment currently housed at the public access studio Room A203 at Exeter High School and used exclusively for EXTV-P purposes, is considered EXTV-P property.

21.5 EXTV-P equipment may only be used for the production or recording of events or activities approved by the EXTV Exeter Cable Advisory Committee, or its designees.

21.6 Access to this equipment should be available to:

21.6a EXTV-P production team members; or

21.6b Independent producers approved by the Exeter Cable Advisory Committee, or its designees.

21.7 EXTV portable equipment may only be loaned to and used by Exeter residents or those in which an Exeter resident accepts responsibility for the care and use of the equipment, including possible replacement. Residents must be pre-approved by EXTV-P personnel and/or contractors prior to equipment being authorized for use. Residents

must show proof of residency and the responsible party must be at least 18 years of age (a parent or guardian may sign for a user under the age of 18).

21.7a An EXTV **Portable Equipment Request Form** shall be used when any equipment is removed from TOE facilities or storage areas.

21.8 A log developed by the Exeter Cable Advisory Committee or its designees must be located in each area where EXTV-P equipment or supplies is stationed. Persons using such equipment must sign in and out when using the equipment. Failure to do so may result in loss of privileges to use equipment.

21.9 Persons signing for the equipment are the only individuals authorized to use EXTV-P equipment. EXTV-P equipment may not be used by unauthorized personnel.

21.10 Any equipment that is damaged or malfunctions must be reported by the person using the equipment at the time of the incident on an **EXTV Incident Report**. The form must be submitted to the Exeter Cable TV Advisory Committee.

Section 22.0 WORKSHOPS, TRAINING, AND CERTIFICATION

22.1 It is understood that anyone who qualifies under the Eligibility section of these Operating Policies and Procedures and who wishes to utilize the equipment and/or facilities should have successfully completed a basic certification training session(s) for the specific equipment or facility.

22.2 Workshops and training courses on all phases of television production etc. taught by approved EXTV-P personnel will be offered periodically as the need arises. Requests for participation in these courses may be made in writing to the Exeter Cable Advisory Committee or its designees.

22.3 Training sessions will be held on a first-come, first-served basis to a resident of Exeter. Anyone interested in training should contact the Exeter Cable Advisory Committee, or its designees.

22.4 Workshops will normally take precedence over other access activities as the training of new community television volunteers is viewed as a priority.

22.5 Those successfully completing training sessions for specific equipment or workshops will be issued Certificates of Completion.

Section 23.0 EXTV Electronic Community Bulletin Board

23.1 The bulletin board is a mechanism for the airing of public announcements or messages that are non-commercial and deemed to be informational to Exeter residents. These messages include the announcement of events or services sponsored or

conducted by governmental, educational or non-profit community groups or organizations with appropriate Exeter resident sponsorship.

23.2 All notices must be approved by EXTV-P. The Exeter Cable Advisory Committee, or its designees, reserves the right to edit any such message.

23.3 Personal ads will not be accepted.

23.4 Ads for political campaigns will not be accepted.

23.5 Announcements may not contain references to:

23.5a Lotteries, bingo games or any games of chance; or

23.5b Alcoholic beverages or cash or open bars.

23.6 All messages should include the name of the event (example: a spring bazaar and luncheon) or service (example: flu shots), the name of the sponsoring organization, date, time, location, costs and contact person, phone number and website.

23.7 The design of the screen including the colors, character fonts, style and layout of the announcement will be decided by EXTV-P subject to periodic review by the Exeter Cable TV Advisory Committee or its designees.

23.8 Requests must be dropped off at or mailed to EXTV-P, Community Access Television, 10 Front Street, Exeter, NH 03833. Announcements may be transmitted electronically for approval by Exeter Cable TV Advisory Committee or its designees to the email address posted on the Town website.

23.9 All requests must be received at least two weeks prior to the requested air start date. Acceptance is solely at the discretion of the Exeter Cable TV Advisory Committee, or its designees.

23.10 The Exeter Cable TV Advisory Committee, or its designees, has the right to reject any message deemed not to be in conformance with these policies and procedures or the mission of EXTV-P.

23.11 The Exeter Cable TV Advisory Committee, or its designees, will not knowingly allow the airing of a bulletin board announcement or a portion of a program containing material which:

23.11a Is contrary to local, state or federal laws.

23.11b Violates state or federal law relating to obscenity or which, when considered by an average community viewer, would be offensive to

the general viewing public.

23.11c Contains profanity which, when considered by an average community viewer, would be offensive to the general viewing public. This specifically includes a prohibition on the airing of those words that the FCC prohibits from being broadcast on over-the-air networks.

23.11d Is a direct or indirect presentation of lottery information, gaming or games of chance.

23.11e Represents a solicitation or appeal for funds.

23.11f Is deemed libelous, slanderous or an unlawful invasion of privacy according to state and federal law.

23.11g Is copyrighted or trademarked or subject to ownership or royalty rights without necessary releases, licenses or other lawful permission.

23.11h Promotes any single religious belief versus another belief.

23.11i Advertising to promote the sale of commercial products or services.

23.12 This shall not preclude the airing of:

23.12a A documentary educational program explaining the beliefs or history of more than one religion;

23.12b A concert or other musical program conducted in a religious setting.

23.12c A religious service.

23.12d An announcement by or on behalf of a candidate officially announced candidates for public office, provided that all contenders for the same office are allowed reasonably parallel announcement opportunities.

23.12e Programming conducted in a private business establishment unless it violates any of the prohibitions in Section 23.12a-l, above.

23.12f Programming that is political in nature, provided that to the extent the programming features a candidate for public office, all contenders for the same office shall be allowed reasonably parallel programming opportunities.

23.12g Meetings of non-profit, non-governmental groups that are open to members of the public may be announced; however announcements of internal organization meetings (ex.- a finance committee of XYZ Club) will not be carried.

23.12h Notices of starting times and locations of religious services conducted by religious organizations within Exeter posted on a religious services page.

23.13 The Exeter Cable Advisory Committee, or its designees, has the right to reject any program or announcement submission deemed in violation of this Manual.

Section 24.0 **RULES AND REGULATIONS**

24.1 Specific prohibited activities, if committed with respect to EXTV-P, its facilities, equipment or personnel, will result in restrictions. .EXTV-P staff and the Exeter Cable Advisory Committee or its designees are authorized to issue warnings and suspensions for utilizing equipment and/or use of facilities for unauthorized uses.

24.2 The following are prohibited activities that will result in an immediate 90-day suspension from utilizing equipment and use of facilities for the first offense. A second offense will result in the permanent forfeiture of facility privileges.

24.2a Commercial or profit-making uses of Public Access Facilities or any unauthorized use of facilities for other than programs to be cablecast.

24.2b Harassment of personnel and/or volunteers.

24.2c Falsifying forms.

24.2d Taking or reserving equipment without appropriate permission.

24.2e Abuse of equipment, including damages attempted repair, and/or reconfiguration of or changing wiring.

24.2f False statements and/or information regarding Public Access Facilities and its programming to press or electronic media.

24.3 The violation of prohibited activities listed below in Section 24.3a-g will result in the following actions: First violation - written warning; Second violation - 30 day suspension; Third violation - permanent suspension:

24.3a Failure to cancel reservations in accordance with policy..

24.3b Late pick-up or return of equipment without notification and approval.

24.3c Repeated mishandling of equipment.

24.3d Eating, drinking or smoking in restricted zones.

24.3e Failure to clean up after use of facilities.

24.3f Handling off limits equipment or being in off limits areas.

24.3g Neglect of policies or procedures.

24.4 Violation of any of the prohibited activities in Section 24 will be documented and reviewed with the volunteer and kept on file at the EXTV-P studio (currently located at 1 Blue Hawk Drive, Room A203, Exeter, NH).

24.5 Access producers and other crew members are encouraged to resolve difficulties on the staff level. Any access producer wishing to appeal an action of the EXTV-P staff may request an appeal to the Exeter Cable Advisory Committee (step 1) and to the Exeter Board of Selectmen (final step).

Section 25.0 SUMMARY

25.1 All users of the equipment or facilities of EXTV-P equipment or facilities will indemnify and agree to hold harmless Exeter Town Officials, EXTV-P Coordinator(s), the Exeter Cable TV Advisory Committee, and its designees, and the Town of Exeter against any and all liability arising out of such use or breach of the statement of compliance. This indemnification will not be an admission of liability nor will it be for the benefit of third parties.

25.2 PEG access users will read these guidelines and prohibitions and sign a Producer's Agreement Form. Violations of these rules may subject the user to immediate forfeiture of the privilege of using the public access channels, equipment, and facilities.

Section 26.0 PROHIBITION OF SEXUAL HARASSMENT, DISCRIMINATION, INTIMIDATION

26.1 It is the policy of the Exeter Cable Advisory Committee to provide an environment in which all members may work in an atmosphere of respect for the dignity and worth of all its members. It must be free of sexual harassment. Sexual harassment is not only illegal (Title VII of the 1964 Civil Rights Act and Title IX of the Education Amendments of 1972) but also unacceptable and impermissible conduct which will not be tolerated.

26.2 Acts of harassment, hostility, or defamation, whether verbal, written, or physical constitute grounds for disciplinary action.

26.3 Sexual harassment includes all unwanted, uninvited and nonreciprocal sexual attention as well as the creation of an intimidating, hostile or offensive environment. Harassment can include: (1) sexually suggestive looks or gestures (2) sexual jokes, pictures or teasing (3) pressure for dates or sex (4) sexually demeaning comments (5) deliberate touching, cornering or pinching (6) attempts to kiss or fondle (7) verbal, written or physical threats or demands or suggestions that favors will be granted in exchange for sex or tolerance of sexual advances.

Section 27.0 CLOTHING

27.1 The following guidelines and accompanying regulations have been established for on-air presenters of any age.

27.2 Dress and grooming shall be in keeping with health, sanitary and safety requirements. All clothing shall be free of holes that could be considered obscene.

27.3 Any article of clothing that could create a hazard to the wearer or to others shall not be acceptable.

27.4 Clothing shall be free of obscene writing or graphics.

27.5 Articles of clothing and/or accessories that can cause physical damage to the facility are unacceptable.

Section 28.0 FIGHTING, THREATS, AND/OR INTIMIDATION

28.1 Fighting, threats or forms of intimidation will not be tolerated. Each incident will result in removal of the member and their user privileges for a period of time determined by the Exeter Cable Advisory Committee, or its designees.

Section 29.0 WEAPONS

29.1 Weapons are not permitted in or on any EXTV-P facility and/or grounds. A weapon is defined as any instrument that could be used in a fight or could inflict harm on another person. Police will be notified as necessary. All EXTV-P facilities and premises shall be safe environments free of danger posed by the presence of weapons or conduct that threatens harm by means of weapons or objects used as weapons in accordance with New Hampshire State Statutes.

Section 30.0 VANDALISM

30.1 Any willful act of defacing, damaging or destroying school or EXTV-P property or property belonging to another person is an act of vandalism. Acts of vandalism may result in a loss of the perpetrator's user privileges and payment will be made for labor and material to repair by the perpetrator(s).

Section 31.0 TOBACCO

31.1 The use of all tobacco products in all EXTV-P facilities and premises by all persons at all times is prohibited.

Section 32.0 STEALING

32.1 Any proven, willful act of stealing or unauthorized taking of EXTV-P or another person's property will result in disciplinary action. Such action will include full restitution for the property taken and may result in loss of the perpetrator's user privileges.

Section 33.0 DRUGS or ALCOHOL

33.1 Anyone selling, giving, possessing or being under the influence of any controlled drug or alcohol on designated EXTV-P premises will be asked to leave the premises and forfeit all EXTV-P rights.

EXTV-P Forms

1. EXTV-P Producer Agreement
2. EXTV-P Performer Release
3. EXTV-P Portable Equipment Request
4. EXTV-P Incident Report
5. EXTV-P Appeal Form (new)