

ASSOCIATE MEMBER AGREEMENT & INDEMNIFICATION

RePAC
P.O. Box 617
Rehoboth, MA 02769
(508) 252-9536

I, _____, as an Associate Member of RePAC, accept full responsibility for any program content I submit for cablecast on Rehoboth Public Access Corporation channels. I hereby agree to indemnify and hold harmless RePAC and its officers, directors, employees and agents against all claims and liabilities of any kind, including legal fees and expenses which they or any one of them may incur as a result of, or arising out of, the production, content, cablecasting or use of any program content I submit.

I have read and understand the "Membership Policy" of RePAC and agree to abide by them and by other applicable guidelines of RePAC. I acknowledge Associate Membership in RePAC conveys no rights or privileges other than those outlined within the Membership Policy.

I warrant and represent that any program content I submit is for non-commercial community programming purposes and does not contain:

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

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

I shall be responsible for securing and shall secure all rights, licenses, permissions, releases, and consents (including, without limitation, all those pertaining to copyright and performance) necessary and appropriate for the producing and cablecasting of the audio-visual materials contained in program content I submit. I agree to provide copies or evidence of all such rights, licenses, permissions, releases and consents to RePAC prior to the cablecast of said program content. I shall be responsible for loss of or damage to any RePAC facilities or equipment used in the production of program content.

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

I agree that neither RePAC nor its employees shall be responsible or liable for the loss or theft of, or damage to any personal items, including, without limitation, equipment and videotapes, while in the RePAC's custody; RePAC's liability with respect to videotapes in any case is limited to the cost of new tape stock to replace that which was lost or destroyed; and RePAC accepts no liability due to loss or damage during shipping or mailing.

Member Name (Please Print): _____

ADDRESS: _____ **DATE:** ____/____/____

SIGNATURE: _____