

HŌ'IKE: KAUAI COMMUNITY TELEVISION CABLECAST AGREEMENT

1. I am thoroughly familiar with the content of the program material submitted for cablecast and agree that it complies with applicable federal and state statutes and regulations with regard to cable programming. The Program does not contain any material which is obscene; is intended to mislead or obtain money by false or fraudulent pretense; is related to any lottery or similar scheme offering prizes dependent upon chance; improperly invades the privacy of a citizen or puts someone in a false light; is libelous or slanderous; violates any copyright or trademark of any third party; contains any direct appeal for funds, support or property of value; promotes, endorses or refers to any business, service or product for which economic consideration was received; and/or designed or intended to promote the sale of commercial products, trade or services.
2. I have obtained all approvals, clearances, licenses, et cetera, which are needed for the Program. 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 cablecast the Program.
3. I have paid, or will timely pay, all financial obligations (including residuals, union fees, license fees, etc.), owed to third parties in connection with the creation and cablecast of this Program.
4. I understand that I am responsible for the content of the Program and ensuring that the Program can be legally distributed. If any legal liability of any kind is caused by distributing the Program, I understand that it is my liability, not Ho'ike's, or anyone else associated with the distribution. I agree to indemnify and hold harmless The State of Hawai'i, Oceanic-Time Warner Cable, Ho'ike: Kauai Community Television and their agents, employees and representatives ("indemnities") from any and all liability and injury (including reasonable attorneys' fees and costs incurred in defending claims and potential claims, civil or criminal) arising from, or in connection with the Program, the film festival or the winning of prizes, including but not limited to: alleged violations of laws, rules, regulations or other requirements of local, state and federal authorities; claims of libel slander, invitation of privacy, or the infringement of common law or statutory copyright; claims for unauthorized use of any trademark, trade name or service mark or the like; alleged breaches of contractual or other obligations owing to third parties and criminal charges or threatened criminal charges against indemnities or any of them. This provision is limited by Ho'ike's policy concerning liability for attorneys' fees in connection with obscene or defamatory material.
5. I recognize that Ho'ike has not, and will not, endorse or approve the Program. I also understand that false or misleading statements made on this application are grounds for forfeiture of the privilege to use Ho'ike production equipment, facilities and access channel(s), as more fully set forth in Ho'ike's policies, rules and procedures.
6. I have read and am thoroughly familiar with the rules and procedures for the use of Ho'ike's transmission services and agree to abide by them. I hereby grant Ho'ike permission to reproduce and transmit the Program at Ho'ike's discretion: (a) if any portion of the Program was created using Ho'ike production equipment or facilities, Ho'ike may air the Program for a period of three years with unlimited scheduling; (b) if the Program was not created with Ho'ike production facilities, Ho'ike may air the Program for one month with unlimited scheduling.
7. I recognize that Ho'ike, nor The State of Hawaii, nor Oceanic-Time Warner Cable, shall not be liable for any damages, loss or injury arising from, or in connection with, prizes distributed to winning entries.
8. I understand that tapes left longer than 30 days from the time I am contacted to pick up my tape(s) will be recycled.
9. I understand that my contact information below will be made available to the public in connection with the Program.

I have read, understand and will abide by the above policies.

_____ Date: _____
Student(s) Signature

_____ Date: _____

_____ Date: _____

_____ Date: _____
Faculty Member's Signature (if student(s) under 18 years of age)

If the Copyright Holder is different, attach a permission letter with contact information.