

Ho ike: Kauai Community Television, Inc.

Video Tape Submission Form

(one form per tape)

Date submitted: _____

Program Title: _____ (30 characters or less)

Program Series: Yes No If yes, how many tape in the series?

Program length: _____ (Exact time in Minutes & seconds) Leader: _____

Funding source:

Subject category: (check one)

Arts & Entertainment Community Service Info. Inspirational/Spiritual
 Health & Well-Being Issue-Oriented Sports

Program Origin: (check one)

Ho ike Kauai State Out of State

Tape format: (check one)

VHS S-VHS

Earliest air date: _____ Latest air date: _____

Brief program description:

Does this program contain any adult subject matter that should be shown after 10:00

p.m.? (check one) Yes No

Cablecast Agreement:

I am thoroughly familiar with the content of the program submitted for cablecast and agree that it complies with applicable federal and state statutes and regulations with regard to cable programming. The program I have submitted for transmission does not contain any of the following material: obscene; intent to defraud the viewer or to obtain money by false or fraudulent pretense; concerns any lottery, gift enterprise or similar scheme offering prizes dependent upon chance; invade the privacy of a private citizen; is libelous or slanderous; violates any copyright or trademark of any third party; contains any direct appeal for funds, support or property of value; makes any reference to any business service or product for which economic consideration was received; and/or is designed or intended to promote the sale of commercial products, trade or services.

I have obtained all approvals, clearances, Licenses, etc. for the use of any program material that I am submitting for cablecast. This includes, but not limited to, approvals by broadcast stations, networks, sponsors, music-licensing organizations, copyright owners, performers representatives, all persons appearing in or referred to in the program material, and any other approvals that may be necessary to transmit the program material over Ho ike cable access channel(s).

I agree to indemnify and hold harmless the State of Hawaii, Oceanic-Time Warner Corp, Ho'ike: Kauai Community Television, Inc. and their agents, employees and representatives from any and all liability and injury (including reasonable fees and costs incurred defending claims) arising from, or in connection with: claims for failure to comply with any applicable laws, rules, regulations or other requirements of local, state, or federal authorities; claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; claims for unauthorized use of trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producers/presenters (including union residuals or other payments for any purpose whatsoever), due to the utilization of Ho'ike's facilities and/or transmission services.

I recognize that Ho'ike's screening for technical standards of the tape(s) submitted by me does not constitute an approval by Ho'ike of content material nor a waiver of any of its rights. 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).

I have read and am thoroughly familiar with the rules and procedures for the use of Ho'ike 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.

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

I Have read and understand the above agreement: *(document must be signed for acceptance)*

Ho'ike will refer inquiries related to your program directly to you at the address listed on your program submission form. Listing your phone number on the program is optional. However, we require your phone number for our records.

(Producer/Presenter)

Program Title: _____

Copyright Holder: _____

Organization: _____

Signature: _____

CONTACT INFORMATION FOR INQUIRIES

Print Name: _____

Mailing Address: _____

Contact Phone: _____

Mail to: Ho'ike: Kauai Community Television, Inc. 4211 Rice Street #103, Lihue, HI 96766