

HO'IKE: KAUAI COMMUNITY TELEVISION, INC.

RESUBMISSION FORM

Date Received _____

Program Title: _____ (25 characters or less)

Premiere Month _____

Series: _____ No _____ Yes _____ How many parts?

Length: _____ (Exact Minutes & Seconds -- from opening title to end of credits)

Funding Source: _____

Subject category: (Please check one)

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

Program origin: _____ Ho'ike _____ Kaua'i _____ State _____ Out of state (Please check one)

Tape format: _____ VHS _____ S-VHS _____ Other (Please check one)

Is the program time-sensitive? _____ Yes _____ No

Earliest air date: _____ **Latest air date:** _____

Brief program description:

DOES THIS PROGRAM CONTAIN ADULT SUBJECT MATTER THAT SHOULD BE SHOWN AFTER 10:00 PM? _____ Yes _____ No

Please specify the desired day of week and time of day. Prioritize your requests.

Primetime slot (between 6 p.m. and 10 p.m.)

1st choice **Day(s)** _____ **Time** _____

2nd choice **Day(s)** _____ **Time** _____

3rd choice **Day(s)** _____ **Time** _____

Non-primetime slot (between 4 p.m. and 6 p.m. or between 10 p.m. and 1 a.m.)

1st choice **Day(s)** _____ **Time** _____

2nd choice **Day(s)** _____ **Time** _____

3rd choice **Day(s)** _____ **Time** _____

Cable-cast Agreement:

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 I have submitted for transmission does not contain any of the following material: obscene; intent to defraud the viewer or obtain money by false or fraudulent pretense; concerns any lottery, gift enterprise or similar scheme offering prizes dependent upon chance; invades 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 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 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 transmit the program material over Ho'ike cable access channel(s).

I agree to indemnify and hold harmless the State of Hawaii, Garden Isle Telecommunications, 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 in 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 any 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 or review of the program matter submitted by me does not constitute an approval by Ho'ike of such 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'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.

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 videotape is without other warranty or liability and recovery for any incidental or consequential damage.

I have read and understand the above agreement.

Signature: _____

Print Name: _____ **Date:** _____

Day Phone: _____ **Night Phone** _____

Mailing address: _____

City _____ **State** _____ **Zip** _____

PUBLIC DISCLOSURE INFORMATION (required for public inquiry and referral)

Producer / Presenter: _____

Organization: _____

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

Day Phone Number _____ **Evening Phone Number** _____

Copyright owner: _____

Phone Number: _____

MAIL TO: HO'IKE: Kauai Community Television, Inc., 4211 Rice St., Suite 103, Lihue, HI 96766