



**ACCESS USER AGREEMENT**

1. I have read, understand and accept the MCAM Operating Procedures, available on the web at [marbleheadtv.org](http://marbleheadtv.org).
2. I understand that programming produced using MCAM equipment is for showing on MHTV. Webcasting is allowed only with written consent of MCAM. Member may be charged additional fees.
3. If the program producer, I will be responsible for the content of program material to be taped and/or cablecast by me and agree that such program material will not include.
  - a. Material designed to promote the sale of commercial products or services, including advertising by or on behalf of candidate for public office, unless in accordance with the access rules for sponsorship.
  - b. any obscene or profane material;
  - c. any lottery or lottery information;
  - d. any advertising
  - e. any direct or indirect solicitation of money, except where exempted under these rules;
  - f. any material which constitutes libel, slander, invasion of privacy or publicity rights, violation of trademark or copyright, or which might violate any local, state or federal law, hate speech, calls to action or incitement of violence.
4. I acknowledge that the producer is responsible for obtaining all approvals, clearances, licenses, etc. for the use of those program materials; including, but not limited to, approvals by broadcast stations, networks, sponsors, music licensing organizations, copyright owners, performer's representatives, persons appearing in the program material and any other approvals that might be necessary in order to cablecast the program on MCAM.
5. I indemnify and hold MCAM harmless against any claims arising out of any use of the program material that I cablecast or any breach of this Access User Agreement; including, but not limited to, any claims in the nature of libel, slander, invasion of privacy or publicity rights, noncompliance with applicable laws and unauthorized use of copyrighted material.
6. I agree that I shall not represent myself or any other person involved in programming as an employee, representative, or agent of MCAM.
7. I understand that I may be liable for the costs of any repair or replacement of equipment or materials resulting from damage beyond reasonable wear and tear through normal use, misuse, or theft while such equipment or materials are in my possession or control. I understand the penalties that apply if equipment or materials are not returned on time. I also indemnify MCAM against any damage or liability incurred while using the equipment.
8. I shall not use MCAM channels, equipment, or facilities for any financial gain or other commercial purposes. I understand that programming produced with MCAM's equipment or facilities shall be for the benefit of the community and for viewing on MHTV.
9. I understand that violation of the terms of this statement is grounds for forfeiture of the right to use MCAM equipment, facilities or channel time.
10. I have been instructed on how the access equipment I am borrowing is to be safely handled, including the storage and lifting of it in and out of my vehicle and/or dwelling.

**The complete MHTV Operating Procedures can be found online (under "Membership" at [marbleheadtv.org](http://marbleheadtv.org))**