



CCTV EQUIPMENT CONTRACT & LICENSE AGREEMENT

FOR THE USE OF PROGRAMMING PRODUCED WITH PEG ACCESS EQUIPMENT

PLEASE READ THE AGREEMENT ON THE BACK OF THIS FORM AND SIGN YOUR NAME.

If the Program Provider is under 18 years old, a Parent/Legal Guardian's signature is also required.

EQUIPMENT CONTRACT

Name: _____ Phone: _____

Address: _____

Production Title: _____

Reserved: OUT: Date: _____ Time: _____ IN: Date: _____ Time: _____

Actual: OUT: Date: _____ Time: _____ IN: Date: _____ Time: _____

CCTV Staff Signature: _____
(Sign here after equipment check-out has been completed.)

CCTV Staff Signature: _____
(Sign here after equipment check-in has been completed.)

EQUIPMENT

Camcorder # _____

Audio Run Bag # _____

Light Kit # _____

Tripod # _____

- (1) 635 mic
- (1) lav mic kit
- (1) SM 58 mic
- (3) mic cables

- (1) Omnis (2) Totas
- (3) light cords (3) tripods
- (2) reflector cards (2) light screens
- (2) umbrellas
- gels, gel holder, lash line, clamps, spare lamps

Additional Items: _____

Staff Notes: _____

Equipment Quality:

Borrower has inspected and tested the equipment to be borrowed or used on the premises and has found it to be in proper working order, except as noted here: _____

Reimbursement:

Borrower agrees to reimburse CCTV for the cost of any damage to equipment occurring during the time PEG Access Equipment is checked out to Borrower, except that Borrower will not be responsible for damage to equipment due to ordinary usage, as judged solely by CCTV. Borrower agrees to reimburse CCTV fully for the replacement cost of the equipment, as judged solely by CCTV, if any item of equipment checked out to Borrower is damaged beyond repair, or is lost or stolen while the equipment is in the Borrower's possession.

Indemnification:

Borrower agrees, to the extent allowed by law, to indemnify and save harmless CCTV from any and all claims, demands, damages or other liabilities, that arise from or in any manner are caused by PEG Access Equipment while it was checked out to Borrower.

continued on back

LICENSING AGREEMENT

This license agreement is made on _____ (date), between _____ (Licensor), a program provider, and the licensee Capital Community Television (CCTV), a tax-exempt corporation organized and existing under the laws of the State of Oregon, with its principal office in Salem, Oregon.

Licensor, in exchange for the right to use CCTV's Public, Education and Government (PEG) access equipment (PEG Access Equipment) to produce programming that will be cablecast free of charge on CCTV-managed PEG access channel(s), agrees to license CCTV to use the programming produced using CCTV's PEG Access Equipment as follows:

SECTION 1: FIRST USE OF PLAYBACK

Licensor will maintain sole ownership of and all copyright rights to programming produced by the Licensor using PEG Access Equipment, with the following exceptions: (1) CCTV will have the right of first use of such programming for playback on PEG access channel(s) managed by CCTV; and (2) Licensor will not re-edit, for commercial purposes, programming produced using PEG Access Equipment.

SECTION 2: SUBSEQUENT SALE OF PROGRAMMING

Licensor agrees to limit sales of programming produced using PEG Access Equipment to 501(c)(3) tax-exempt organizations and/or government entities; and to share with CCTV fifty percent (50%) of all revenues from such sales, above the cost of the tape and CCTV staff assistance, and up to the fair market value for the use of PEG Access Equipment, in order to further CCTV's charitable mission.

SECTION 3: USE OF PROGRAMMING FOR CCTV PROMOTION

Licensor grants CCTV a license to copy portions of programming produced using PEG Access Equipment for non-commercial promotion of the PEG access channel(s) managed by CCTV.

SECTION 4: USE OF PROGRAMMING FOR ADVERTISING PROHIBITED

Licensor agrees that it will not use programming produced using PEG Access Equipment for advertising, defined as promoting any service, facility, or product offered by any person who is engaged in such offering for profit.

SECTION 5: COMPLIANCE WITH LAW AND CCTV's RULES

Licensor agrees to adhere to city, county, state and federal law, and CCTV's Rules and Procedures, when using PEG Access Equipment.

SECTION 6: TERMINATION; SURVIVAL OF RIGHTS AND OBLIGATIONS

Either party may terminate this license agreement, in whole or in part, at any time, on written notice to the other of not less than 60 days, except that each party's rights and obligations under this license agreement with respect to any programming produced using PEG Access Equipment during the period this agreement was in effect will continue in full force and effect following termination of this License Agreement.

SECTION 7: ASSIGNMENT

CCTV shall not assign this license agreement or any privilege granted under this license agreement without the written consent of Licensor.

The parties have executed this license agreement on this _____ day of _____, 200 .

LICENSOR

By: _____

(Note: if Borrower must be over 18 years old to sign this contract and licensing agreement.)

By: _____

(Parent or Legal Guardian Signature if Borrower is under 18 years old.)

CAPITAL COMMUNITY TELEVISION

By: _____

(Staff Signature)