



# CCTV STUDIO/EDIT CONTRACT & LICENSING AGREEMENT

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.

## STUDIO/EDIT CONTRACT

Date: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Check Type of Use: Studio  Edit Room # \_\_\_\_\_  NLE Workstation

Reservation Start Time \_\_\_\_\_ Reservation End Time \_\_\_\_\_

Name of Program \_\_\_\_\_

Program Minutes Completed \_\_\_\_\_

**I have inspected and tested the equipment I am borrowing or using on the premises and have found it to be in proper working order, except as noted here:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In return for the use of this equipment, I agree to completely reimburse CCTV for the cost of any changes due to damage to the equipment occurring during the time it is checked out to me. This does not include damage due to ordinary wear and tear as judged solely by CCTV. Additionally, if any piece of equipment checked out to me is damaged beyond repair or is lost or stolen during the check-out period, I agree to fully reimburse CCTV for the full replacement cost of the equipment, I further agree that the intended use of this equipment is to produce a program(s) for cablecast on the CCTV channel(s). It is understood that this equipment will not be used in violation of any city, county, state or federal laws or of the CCTV Rules and Procedures.

***In signing this contract, the program provider warrants that s/he has read and understands the CCTV Rules and Procedures.***

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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

**FOR STAFF USE ONLY: Sign here after post studio use inspection is complete and facility use times are confirmed.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# 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: 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)