



MANHATTAN NEIGHBORHOOD NETWORK  
PROGRAM AGREEMENT REVISED 10-04-06

1. Channel User (User) assumes all responsibility as producer, originator, author, or distributor of any of the User's programming carried on the Public Access Channels of Manhattan Community Access Corporation, d.b.a. Manhattan Neighborhood Network, or any system on which the programming is carried ("Public Access Channels"). User agrees to indemnify, hold harmless, and defend Manhattan Neighborhood Network and each of its officers, employees, agents and representatives (the "Indemnified Persons") from any claim, liability, loss or damage of any nature whatsoever including, without limitation, reasonable attorneys' fees and court costs arising out of, or otherwise in connection with any material supplied by the User in connection with its utilization of the Public Access Channels.

2. Without limiting the generality of the foregoing, User further agrees to indemnify, hold harmless, and defend the Indemnified Persons from any claims, liability, loss or damage of any nature whatsoever, including reasonable attorney's fees and court costs, arising out of or in connection with any material carried on, transmitted or disseminated by the User on the Public Access Channels in violation of or infringement upon the rights, trade names, or the right of privacy of any other owner, licensor, copyright holder, writer, composer, person, corporation, partnership or legal entity, or by reason that said material constitutes libel or slander.

3. User agrees to defend all actions to which any indemnity stated herein applies and to conduct defense thereof at its own expense and by its own counsel. Manhattan Neighborhood Network shall have the right to participate in such defense with counsel selected by it at the User's expense and User agrees that it will cause its counsel to cooperate with Manhattan Neighborhood Network and its counsel.

4. User individually and, if applicable, on behalf of all members of the organization of which the User is a member hereby releases the Manhattan Neighborhood Network and its successors and assigns from any action, claim, and demand whatsoever which the User or its organization ever had, has, and may have against Manhattan Neighborhood Network, the other Indemnified Persons and their respective successors and assigns, in connection with programming of material carried on the Public Access Channels including, without limiting the generality of the foregoing, any mistakes, omissions, interruptions in the cablecast or streaming via the Internet of User's material, changes in scheduling User's material or failure to cablecast and/or stream such material, or unauthorized use of the User's programming by third parties.

5. User warrants and represents that the program does not contain:

- a) solicitation, advertising, bartering, or promotion of commercial products, services or transactions;
- b) material that is, slanderous, libelous, an invasion of privacy or made unlawful;
- c) material that is obscene; (Obscenity is defined as material that the average person, applying contemporary community standards, would find that, considered as a whole, its predominant appeal is to the prurient interest in sex and it depicts or describes in a patently offensive manner, actual or simulated: sexual intercourse, sodomy, sexual bestiality, masturbation, sadism, masochism, excretion, or lewd exhibition of the genitals, and considered as a whole lacks serious literary, artistic, political, and scientific value. Predominate appeal shall be judged with reference to ordinary adults unless it appears from the character of the material or the circumstances of its dissemination to be designed for children or other especially susceptible audience.)
- d) material concerning lottery information, gift enterprise, or similar scheme;
- e) unlawful use of material requiring union residual, or other payment including but not limited to the talent and crew;
- f) unlawful use of material that is copyrighted or subject to ownership or royalty rights, right of publicity, or other payment.

6. User further warrants and represents that its material does not violate the provisions or rules and prohibitions set forth by the FCC, the City of New York or any public regulatory agency established by statute, administrative rule or other agreement.

7. Tapes submitted for cablecast on the public access channels of Manhattan Neighborhood Network and/or streaming via the Internet are the property of the producer of record. Producer of record is identified as the Channel User on the Program Agreement. Program tapes will be checked out of the facility to the Channel User only, unless the Channel User gives written authorization to Manhattan Neighborhood Network to give the tapes to another person. Tapes can be removed from Manhattan Neighborhood without permission of the Channel User as may be required by applicable law (including, but not limited to, subpoenas in legal proceedings). Where legally stipulated in court ordered documents, the Channel User may not be notified of tape removal.

8. User releases Manhattan Neighborhood Network, its directors and officers, agents, employees, and representatives and their respective successors and assigns from all liability if the program or material submitted is damaged, lost, or stolen (including, without limitation, unauthorized access and use by third parties of the User's programs available in electronic format on MNN's website for streaming via the Internet) while in their custody except in the case of gross negligence on the part of Manhattan Neighborhood Network resulting in damage or loss of submitted tapes. In such cases of gross negligence, liability will be limited to the cost of replacing blank videotape in exchange for tapes submitted for cablecast and/or streaming. Manhattan Neighborhood Network will not be liable for and will be held harmless with respect to any and all damages, consequential or otherwise, including without limitation the cost of producing the tape as well as any other related expenses.

If this program is submitted on behalf of an organization, this program agreement must be submitted along with a letter from the chief operating officer of the organization on company letterhead. The letter must indicate who within the organization will take responsibility for submitting programs.

Name of organization (if applicable):

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If someone other than the producer of record handles the dropping off and collecting of tapes for this program, the names of these persons are required below. If the tapes are delivered by messenger, please sign "authorized agent".

Name of authorized person:

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I hereby certify that I have read Manhattan Neighborhood Network Program Policies for public access revised as of 10/04/06 and that the program submitted complies with those policies.

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Program Title

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Signature (required)

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Program Number (if applicable)

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Print Name (legibly)

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Date