



OCEANSIDE COMMUNITY SERVICE TELEVISION CORP.
 3038 INDUSTRY STREET ■ SUITE 101 ■ OCEANSIDE, CA 92054
 PH 760 722-4433 ■ FAX 760 722-5849 ■ EMAIL koct@koct.org ■ WEB www.KOCT.org

PLAYBACK APPLICATION FOR PUBLIC ACCESS PROGRAMMING

APPLICANT / COMMUNITY ACCESS PRODUCER'S NAME			

STREET ADDRESS			

CITY / STATE / ZIP			

EMAIL		WEB SITE	
_____		_____	
DAY PHONE: () _____	EVE PHONE () _____	MOBILE () _____	
ORGANIZATION REPRESENTED (If applicable)			

ORGANIZATION DAY PHONE () _____		CONTACT PERSON _____	
PROGRAM / SERIES TITLE			

PROGRAM LENGTH H: ___ M: ___ S: ___		NUMBER OF PROGRAMS SUBMITTED	
_____		_____	

ACCEPTED DATA FORMATS: Flash Drive External Hard Drive Data DVD Hightail.com or Dropbox.com

ACCEPTED DIGITAL CODEC: H.264 .MOV (Quicktime) MP4 AVI

TERMS & CONDITIONS

1. Applicant, Community Access Producer (Local Producer) shall reside, work or attend school within the Oceanside community. Proof of residence or local employment or attendance at a local school must be provided.
2. Applicant, Community Access Producer (Local Producer) shall not transmit programming that is obscene or indecent, libelous or slanderous, that contains matter whose use is subject to copyright (unless the applicant has complied with applicable copyright laws) that otherwise violates applicable federal, state or local law, or that contains commercial matter. Definition of the term "commercial matter" shall include: (1) any advertising material designed to promote the sale of any commercial products or services, including advertising by, or on behalf of, candidates for public office; (2) any audio or visual references to any business, enterprise, service or products for which any economic consideration was received by anyone in exchange for the display, announcement and/or reference to such business, enterprise or service; or (3) any material used or designed for use to solicit funds, support, or other property of value, directly or indirectly, for any business, enterprise, person, foundation, and/or organizations regardless of whether for commercial or charity purposes.
3. Applicant, Community Access Producer (Local Producer) shall not transmit programming that contains any advertisement of or information concerning any letter, gift enterprise, or similar scheme offering prizes dependent in whole or in part upon lot or chance, or any list of the prizes drawn or awarded by means of any such lottery, gift, enterprise or scheme, whether said list contains any part or all of such prizes.
4. Except as provided herein, no programming transmitted by applicant, Community Access Producer (Local Producer) shall include matter constituting a credit or acknowledgement to any personnel, business, enterprise or foundation for which economic consideration has been made. However, it is recognized that from time to time, grants and/or other types of support may be made available to individuals, groups or entities for

the purpose of underwriting the cost of the creation or production of programs. In such instances, a standard patron acknowledgement and logo may be listed at the beginning and end of the subject presentation (e.g., "This program was made possible by a contribution from the XYZ Foundation").

5. Applicant, Community Access Producer (Local Producer) agrees to make all appropriate arrangements with and to obtain all clearances and copyrights from broadcast stations, networks, sponsors, music licensing organizations, performers' representatives, and without limitations, any and all other personnel (natural and otherwise) as may be necessary to transmit its program material.
6. Applicant, Community Access Producer (Local Producer) acknowledges and agrees that it shall be solely responsible for the payment of any public performance, musical licenses, and/or royalty payments and copyrights which may be required to be paid to any party or organization on account of the transmission of music, if any, contained in the program(s).
7. Applicant, Community Access Producer (Local Producer) agrees to indemnify and hold Oceanside Community Service Television Corp and the City of Oceanside and any regulating body harmless from any and all liability or any other injury (including reasonable costs of defending claims or litigation) 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; for claims of libel, slander, obscenity, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties; and for any other injury or damage or equity which is claimed to result from applicant's use of the KOCT – Oceanside Community Television channel.
8. Applicant, Community Access Producer (Local Producer) agrees not to make any claim against Oceanside Community Service Television Corp and the City of Oceanside and any regulating body as a result of the failure to telecast its programs. Applicant hereby waives and releases any such claims against Oceanside Community Service Television Corp and the City of Oceanside, and any regulating body, and represents that the program telecast has no economic value.
9. All terms, conditions, policies, regulations and schedules are subject to change by Oceanside Community Service Television Corp without notice.
10. Applicant, Community Access Producer (Local Producer) shall deliver each program no less than five (5) business days before telecast and will pick up each videotape within sixty (60) days after final telecast. Oceanside Community Service Television Corp will not return tapes by common carrier or U.S. mail. Failure to deliver a program by deadline will result in loss of program time slot and airing of program. KOCT is not responsible for program DVDs or tapes left at the facility studio more than sixty (60) days following the telecast date. Programs that have not been claimed after two (2) months will be discarded. KOCT is not responsible for lost tapes or DVDs. Program Masters will not be accepted for playback.
11. Oceanside Community Service Television Corp shall maintain a record of the names and addresses of all persons, groups, organizations or entities requesting access time. The records shall be available for public inspection during regular business hours (9:00 A.M. - 5:00 P.M., Monday through Thursday). Records will be retained for a maximum of one (1) year.
12. Applicant, Community Access Producer (Local Producer) agrees that the following text may be added by KOCT before and after all standard programs and public service announcements (PSAs) submitted: "This program (or PSA) is sponsored by organization and applicant's name."
13. Applicant, Community Access Producer (Local Producer) certifies that he or she is fully familiar with the rules stated in this application and with Oceanside Community Service Television Corp (KOCT) **PUBLIC ACCESS PROGRAMMING GUIDELINES**. The applicant agrees to adhere to these rules including technical requirements for every program submitted and to consult with KOCT staff in the event that it does not understand the rules. The applicant is fully responsible for the content of any program submitted for playback on KOCT – your community channel.

14. I have read and agree to abide by these terms and conditions.

APPLICANT / COMMUNITY

ACCESS PRODUCER'S SIGNATURE _____

PRINT NAME _____

DATE _____

REVISED April 12, 2016