



**GILLETTE PUBLIC ACCESS TELEVISION - TV PROGRAM CONTRACT**

1. **Parties.** The parties to this Agreement are \_\_\_\_\_, (“Producer”), whose mailing address is \_\_\_\_\_, and the City of Gillette Public Access Television, Campbell County, Wyoming (“GPA”), whose address is 201 East 5th Street, Gillette, WY 82716.
2. **Purpose of Agreement.** The purpose of this Agreement is to delineate the terms GPA will air the Producer’s program and the related responsibilities of each party.

*Program Title:* \_\_\_\_\_

*Producers Name:* \_\_\_\_\_

*Producer/Business Address* \_\_\_\_\_

*Phone:* \_\_\_\_\_ *Email:* \_\_\_\_\_

*Description of Program:* \_\_\_\_\_

*Length of program* \_\_\_\_\_ *(minutes) Permission to copy?* \_\_\_\_\_

3. **Payment.** GPA agrees to air the Producer’s program in exchange for the Producer meeting the obligations below.
4. **Responsibilities of Producer.**
  - A. Producer must deliver the program to GPA at least two (2) weeks prior to first requested cablecast date with an executed Program Contract.
  - B. Producer understands and agrees the programming from other communities will only be aired when sponsored by a sponsor located within Gillette, Wyoming City limits. The Producer must provide GPA with the local sponsor’s Name, Physical Address, and Phone Number with the executed Program Contract.
  - C. Producer understands and agrees that any program must meet technical requirements and both the disk and container must be labeled. All Digital files must be the following settings:MP4, 1920x1080, 29.97fps, Stereo.
  - D. Producer understands and agrees that GPA, in its sole discretion, determines cablecast times.
  - E. Producer must retrieve program within two (2) weeks after final cablecast.
  - F. If GPA believes, in its sole discretion, that the Program Contract has been violated, Producer understands and agrees to postpone playback until GPA investigates contract compliance.
  - G. Producer warrants and represents that the program submitted does not contain any of the following:
    - i. **Any advertising or material that promotes any commercial product or service or lottery;**
    - ii. **Any unlawful use of copyrighted material;**
    - iii. **Any material that is libelous, slanderous, defamatory, or material that is an unlawful invasion of privacy;**
    - iv. **Any material that violates state or federal law relating to obscenity;**
    - v. **Any material that violates local, state or federal law.**
  - H. **Program Producer must provide written authorization for cable television transmission of any copyrighted program or other copyrighted materials.**
  - I. **Producer agrees to indemnify and hold harmless Gillette Public Access Television, the City of Gillette, and any of their elected officials, employees, officers, agents, from any and all**

claims, demands, damages or other liabilities which may be made against or arise out of the cablecast of the program submitted by Producer whether or not the program has been reviewed by Gillette Public Access Television prior to cablecast.

- J. Producer is aware of Section 639 of the Federal Cable Communications Policy Act of 1984 that provides in pertinent part: “Whomever transmits over any cable system any matter which is obscene or otherwise unprotected by the Constitution of the United States shall be fined not more than \$10,000.00 or imprisoned not more than 2 years or both.”
- K. Producer understands and agrees that a Program Contract is subject to the Open Records Act and may be released as a public document.

**5. Responsibilities of GPA.**

- A. City will air the Producer’s program that is in compliance with the Producer’s Responsibilities.
- B. GPA is not responsible for any loss or damage to any producer’s possessions or the possessions of producer’s guests left on the GPA premises.

**6. Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The effective date of this Agreement is February 3, 2020.

**CITY OF GILLETTE GPA**

\_\_\_\_\_ Date

**PRODUCER**

\_\_\_\_\_ Date

(S E A L)  
ATTEST:

\_\_\_\_\_  
Alicia Allen, City Clerk