

**East Haven Public Television Inc.**

**User Agreement:**  
**Policies, Procedures, Rules, and Guidelines**  
Revised: Oct 2023

**ETV**



**COMMUNITY MEDIA CENTER**

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# ETV User Agreement: Policies, Procedures, Rules, and Guidelines

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East Haven Public Television (aka “ETV”) is a non-profit cable access television company, that provides the residents of East Haven, as well as the greater New Haven and shoreline communities, the opportunity to produce and distribute programs on designated cable and video channels, as well as via Internet Streaming, social media platforms, and other outlets. Programs that adhere to our standards and practices, including this document, and our Professional Conduct Policy, may be submitted for broadcast via our airwaves, via live streaming, or through other forms of distribution.

Members and producers agree to adhere to the terms of this agreement, regardless of whether or not their content is submitted for broadcast with ETV, or for other platforms (IE, you can’t use our facilities to create hate speech, to be distributed on YouTube). These guidelines have been developed by the Board of Directors of ETV to answer questions concerning the policies and procedures associated with PEG (Public Educational Government) access in East Haven and in the region. They are based upon the fundamental purposes of PEG access as described in PURA regulations, which include but are not limited to:

- Enhancing First Amendment Rights
- Providing a platform for diverse views and diverse communities
- Providing a forum for ideas and information
- Providing alternatives to commercial programming
- Enhancing a sense of community in East Haven and the region
- Providing educational content and material to the public

## **ETV MISSION STATEMENT**

East Haven Public Television enriches the lives of our viewers through programs and services created by and for the residents of East Haven, CT. By facilitating digital media creation and managing its public distribution, ETV aims to inform, educate, entertain and inspire our audiences in our town, across Connecticut, and beyond.

## **ETV PROFESSIONAL CONDUCT POLICY**

All East Haven Public Television (ETV) employees, freelancers, producers, and members of the public are required and expected to treat any and all persons at our facility with respect and dignity.

ETV does not condone, nor will ETV tolerate, any abusive language, actions, or threats. Failure to comply with this policy will result in expulsion from the premises, and/or termination of your membership or status as an active producer in good standing.

## **DEFINITIONS**

For the purposes of this agreement, East Haven Public Television (“ETV”) recognizes the following terms, descriptions, and definitions:

**Producer** - the person or persons responsible for creating original content.

**Member** - any person currently using our facilities for the creation or manipulation of digital media. Membership is available via our website, and is \$10/month.

**Guest** - any person attending an event, serving as a crew member, appearing as an onscreen or recorded guest or expert, or otherwise present during the creation of / broadcast of digital media content.

**Facility / Facilities** - the ETV Community Media Center, located at 230 Main Street in East Haven. Our facilities include the studio, lounge, control room, podcast station, digital capture cart, multi-purpose space, and any other applicable resources and/or materials.

**Equipment / Gear** - the production equipment located at 230 Main Street in East Haven. Such equipment ("gear") includes items such as: cameras, tripods, cables, switcher, audio gear (mics, stands, mixers), headphones, speakers, lenses, camera bags, lighting gear, computers / edit stations, furniture, decor, etc.

**Program / Content** - any original content in part or in its entirety, including music, graphics, images, video, etc. This is an all-inclusive term, related to any and all forms of digital or traditional media created or modified in our facility, or created / modified using equipment that is rented from / used at ETV, by producers, guests, or members. Programs / content may or may not be considered for inclusion on ETV airwaves, or social media platforms (SEE BELOW).

Examples of such content may include: recorded video or audio content, images, television programs, podcasts, live streams, live events, live television programs, music, websites, social media clips or content, remixes, re-edits, clip shows, etc. Distribution of any content created within the ETV facilities, or by means of the use of our equipment, on any social media platform, regardless of the particular platform being used, the specific language used on that platform, duration, content, audience, message or method, is subject to the terms of this agreement.

## **TERMS**

In addition to the terms found in this agreement, ETV recognizes any additional or particular rules, regulations or guidelines of the particular platform being used for a live or streamed event, or for the distribution of original digital media content. Such terms may include regulations regarding, but not limited to: program length, technical specifications, codes of conduct or community guidelines, acceptable use, acceptable content, restricted materials (such as the use of copyrighted music), and other standards, practices, and/or policies. ETV also acknowledges the relevance of such governing policies and practices that are relevant to the distribution of cable access television content, including those determined by the FCC, the State of Connecticut, and any similar such institutions. In the event of a disparity, ETV will acknowledge and abide by the terms inherent on any given platform, or decision of the ETV board, or both.

### **Section I - Producing**

Becoming a PEG Access Producer: If you have content, a program, or an idea for a streamed or live event that is non-commercial in nature, and is of benefit or interest to the residents of East Haven, or the larger viewing community, you can become a producer, and submit a request to our staff.

#### **1. Producer Responsibilities**

As a new producer you will be expected to attend a basic production workshop at the ETV facility, or to demonstrate a workable knowledge of the basic operations needed for creating digital content / television / podcasts / streamed events. Producers may use their own devices, or may request the use of supplemental equipment at the ETV facilities. Please coordinate all such requests with the Studio Manager/Staff.

As the producer you have the responsibility of assembling a crew (if needed), scheduling use of the ETV facility, scheduling guests, completing relevant research, writing scripted elements, providing talent, securing release forms, and so on. The producer **MUST** inform all on-camera talent that he/she is an independent producer and not an employee of ETV. As producer you should secure the necessary release form(s) from all guests and all such persons must adhere to the rules, guidelines, and code of conduct, as set forth by ETV. You are also responsible for ensuring that all stated policies and guidelines are adhered to, both by any persons involved with your production, and with regard to the content itself.

## **2. Program Content**

Material / content submitted for broadcast may be subject to approval by the ETV Board. While every effort will be made to allow for the airing of your content, ETV reserves the right of refusal for producers / content that it deems inappropriate for general viewing. Producers may appeal to the Board for reconsideration, and such cases will be reviewed at the next available opportunity. Material that is created, recorded, streamed, produced, edited, or otherwise transmitted in conjunction with ETV's PEG facilities, whether produced locally or provided from another source, must comply with the following criteria:

- NO COMMERCIALISM or COMMERCIAL CONTENT
- NO USE OF COPYRIGHTED MATERIAL without prior written consent from the content owner/creator. This consists of, but is not limited to: music, video clips, logos, jingles, images, highlights, etc.
- NO ENDORSEMENT OF ANY PRODUCTS OR SERVICES
- NO mention of prices or monetary donations including solicitations on behalf of candidates for public office.
- NO mention of seminars, consultations, lectures, services, etc, for which the viewer(s) will be charged.
- NO mention of commercial activities including, but not limited to, concert and club dates.
- NO promotion of lottery materials, raffles, or similar enterprises.
- NO libelous, slanderous, defamatory, inflammatory, misleading, offensive, hateful or illegal speech and / or material.
- NO obscene or sexually explicit conduct or material and/or promoting unlawful conduct.
- NO material which incites violence or harmful acts on other persons.
- NO programs which contain any material otherwise unprotected by the Constitution of the United States of America.
- NO programs requiring union residual or other payment(s) including but not limited to talent and crew, unless those payments have been waived or executed.

Use of the studio, ETV facilities, and/or gear, or any PEG access equipment, including the sale, production, or distribution of recordings for FINANCIAL GAIN, is strictly prohibited. Selling or promotion of program time, charging guests or viewers, or otherwise engaging in profitable use of the studio facility or programs produced is strictly prohibited.

## **3. Publicity & Promotion**

If you want to publicize your program, to ensure the non-commercial nature of the program and compliance with these rules, ETV should be consulted beforehand and be provided a copy of any literature. ETV will **not** act as an agent to promote or publicize independently produced programs, while ETV may promote the content or the appearance of the content on our accounts. Every attempt will be made to air programs as scheduled, however, ETV cannot be held liable for any funds expended on behalf of the producer for publicity, in the event of any failure to air content as scheduled.

ETV may request that one or more “reads”, or mentions, be included in your program or content, or during your event / stream. Such material will state that the program being created originates from the ETV studios / Community Media Center, while not being affiliated with ETV as a co-producer (unless has been otherwise agreed upon). ETV feels that such transparency is in the public interest. Samples of such reads will be provided by the Staff.

#### **4. Viewer Response / Interactions**

Viewer responses and interactions may be encouraged by such means as displaying producer’s email and/ or telephone number and/or social media account information, as part of the credits, or during the program / stream. This information may not be that of a commercial business or service and no business names can be displayed. ETV’s address and phone number cannot be used unless prior permission is obtained from the ETV Board of Directors.

Interactions with viewers, either in a “chat” function, via real time comments, or in a similar manner, are often an inherently important part of a live stream, or in building your social media presence. ETV recommends producers consider utilizing an additional crew member who can monitor such interactions in real time (for live streams / events), on a separate device, in order to provide feedback to the host or talent on camera, read questions from viewers to the talent, guide the overall conversation, or to moderate inappropriate suggestions, comments, or entries.

Similarly, comments on or regarding content that was created at ETV, or via the use of ETV equipment / materials, should be monitored. These may occur on social media platforms, or by means of traditional correspondence. ETV strongly recommends that any producer, or member, experiencing unwanted, offensive, derisive, or otherwise inappropriate comments respond in a non-confrontational manner, and explore all options provided via said platform to have such comments removed. Any such behavior that goes beyond the scope of such platforms, and crosses into territory that could be considered threatening, or criminal, should be referred to the appropriate authorities immediately. ETV reserves the right to pursue any such solutions as are needed, in the event that we feel it necessary to protect our organization, staff, producers, members, guests, or other related persons, from such comments, threats, or similar posts.

If a complaint is submitted in writing to ETV that a program being aired is in violation of Item 2 (Program Content) above, the program will be immediately taken off the air and out of scheduled programming. Remember - by airing your contact information, you are allowing viewers to contact you. ETV is not responsible for anyone who has written, contacted, or called you in an offensive, illegal, or otherwise inappropriate manner.

#### **5. Sponsorship**

Sponsorship by a business, individual, or non-profit organization is allowed, and indeed encouraged. Sponsorship contributions are exclusively to be used to offset production expenses, exclusive of time (such expenses may include video supplies, props, transportation, materials, decorations, banners, etc) and **may not** exceed the cost of production. All sponsorship must be disclosed on the appropriate ETV Sponsorship Disclosure Form and accompany the submitted program. It is also encouraged that your talent verbally acknowledge any such sponsorship during your event. Pre-produced commercials or other forms of advertising beyond this are strictly prohibited. Sponsorship must adhere to the following guidelines:

- Sponsor credit may appear at the beginning and/ or end of a program in the form of a brief audio, graphic, or video content.

- Sponsor credit must contain a leading announcement, such as: “The following/ preceding program has been presented in part through the generous support of (name[s] of the sponsors)”. **No other description of the sponsor or their business(es) is allowed.**
- No listing of hours, special deals, discounts or similar incentives.
- No jingles - only generic, non-promotional musical background.
- No promotional slogans, catch phrases, or tags.
- The outside view of the business is allowed as long as it is non-promotional.
- Logos may only be used during credit sequences.

**REMEMBER: COMMERCIAL ADVERTISING IS PROHIBITED**

## **6. Courtesy Credits**

Credits at the end of a program that acknowledge contributions to the production such as: “Hair & Make-up by...” are considered courtesy credits. (EX: “Additional footage provided by...”)  
In-kind donations of services must be evident or stated within the program / streamed event. Only the entity name and city can be displayed. Courtesy Credits are in addition to sponsorship(s) (IE, a program or stream may be sponsored by Business “A”, but feature clothing provided by Business “B”). All programs utilizing ETV Facilities and/or Equipment should consider a similar courtesy (IE, This program was produced at the ETV COmmunity Media Center, East Haven, CT).

## **7. Producer Rights**

Producers of access programs retain all the rights to the content of their programs. Signatures on the Media Distribution Release Form **DO NOT** relinquish any rights of ownership by the producer. ETV will not duplicate any program or any portion thereof without prior consent of the producer. If you wish to record a stream in a manner outside of such options that may exist on the platform being utilized, please make arrangements with the ETV production staff IN ADVANCE.

## **Section II Media Distribution**

### **Rules for Distribution**

A program may be produced and distributed via the ETV Studios; however, duplication may not occur. Media Distribution Segments from a previously broadcast program may be reused in a future production and said production can be submitted to air at a future date. Airtime / studio time is not transferable. The ETV Board of Directors reserves the right to waive these rules when necessary. All programs/episodes submitted for broadcast / streaming consideration must be accompanied by a completed Media Distribution Release Form, and remain fully in compliance with the terms of this agreement.

### **1. Distribution**

Air time is made available on a first come, first served, and non-discriminatory basis to all residents of East Haven, and other approved producers/members (see below). Every effort is made to ensure that programs are aired at the requested time, but may be dependent on the availability of facilities, the volume of requests, as well as other factors. ETV will make every effort to air programs at such times as may be discussed, but is in no way obligated to ensure a dedicated time slot for any program / content.

**ETV cannot be held responsible for any failure to air programs as scheduled for any reason, including but not limited to technical difficulties.**

With simultaneous requests, preference will be given in the following order:

- Programs produced by members / producers within the town of East Haven.
- Programs produced by members / producers within the region.
- Members / producers who have not previously used the facilities.
- All others.

## **2. Programs Produced Outside of East Haven**

Programs produced outside of East Haven, or content from producers who are not members of the immediate community, may be submitted if they are non-commercial and for the benefit of the persons residing in the Town of East Haven and the region. All programs or requests should be forwarded to ETV with a completed Media Distribution Release Form detailing the content and purposes of the program / episode.

## **3. Standards**

All submissions must be accompanied by a Media Distribution Release Form, and Sponsorship Form, if applicable. Appointments for studio use must be made with the Studio Manager. ETV is not responsible for any pre-recorded materials or for their return, unless prior arrangements are made in advance. ETV is also not responsible for the storage and/or care of any particular furniture, set dressing, props, costuming, or similar materials. No flammable materials, weapons, or animals are allowed in our facilities. All programs must meet ETV technical standards as noted below:

- Appropriate digital media format / equipment.
- One show/episode per studio session (unless otherwise approved).
- Acceptable technical characteristics, both to comply with the specifications of our broadcast servers, but also with the viewer in mind. These include, but are not limited to, such elements as: clear and consistent audio levels, aspect ratio, consistent and acceptable exposure, absence of flashing lights or lighting or graphical elements, etc.
- Producers may request to use their own phone, tablet, or device for streaming.
- Requests must include producer's name, email, and telephone number, program title, and approximate program length.
- Additional technical materials or equipment **MUST** be approved in advance with the Station Manager. (EX: an external microphone)
- Creation of a simulcast (IE: a podcast that is also videotaped) should be cleared with the Station Manager in advance, in particular if producer wishes to use ETV equipment and / or personnel.
- All content - live or recorded - must adhere to the policies and procedures outlined here, to any other such ETV regulations and guidelines, and to any such relevant standards and practices as are outlined by institutions governing the broadcast of such materials, including the FCC. These include our Professional Conduct Policy, member guidelines, and similar rules and regulations.
- All programs / content / streams must adhere to commonly accepted standards and practices for decency, and avoid such material that could be construed as hate speech, inflammatory speech, degrading, indecent, or defamatory speech, misleading or untrue claims or accusations, or any such similar content. Such material will not be tolerated, and will be subject to removal from our airwaves immediately.
- Members and producers may use our facilities / equipment on a first come, first served basis, during our hours of operation (please see current hours on our website). Extended use of the facilities is possible on a paid rental basis, and must be approved in advance.

Please contact the Studio Manager regarding program / episode duration.

#### **4. Procedures for Distribution**

A Media Distribution Release Form can be obtained from the Studio Manager. It must be completed in its entirety, include the producer name and contact information, and contain the following: proposed dates, duration of the program, name and address of contact person or organization, and a brief summary of the content or purpose of the program / episode.

Please note that producers are responsible for acquiring all necessary releases from individuals appearing in their productions. Copyrighted material cannot be used unless written permission or releases are obtained from the owner. ETV reserves the right to request that copies of all releases acquired in connection with a program by the producer be submitted along with the Media Distribution Release Form.

“Distribution” as a broadcasting term herein refers to ‘originate’, ‘stream’, or ‘produce’, as it applies to a live streamed event. Producers should be sure to determine which social media platform is most appropriate for their viewers / audience, and to secure the necessary technical details or information for same (IE: an IP address, Zoom meeting room, links, pages, etc, as needed). **NOTE:** ETV will serve solely as the facility for housing the production of a live event, and will **not** allow producers to stream directly via our social media accounts and/or pages, unless otherwise approved in advance.

#### **5. Designating Time Slots**

Time slots may be requested and granted on a first come, first served basis, depending upon availability.

All streamed programs or recorded broadcasts / content should be scheduled with regard to the intended viewing audience. Programs deemed to be of content not suitable for viewing by minors will not be aired, or requests may be made to the producer to consider an alternative time, or to consider pre-taping an event for later distribution.

#### **6. Public Opinion Programs**

Public opinion programs may be submitted in the following format:

- Producer/ Creator of the program must give his / her name and contact info at the opening and ending of the program.
- The Following disclaimer must be included, in audio, video, or graphical format:  
“The opinion I will be expressing is my own personal opinion and does not reflect the opinion of East Haven Public Television, Inc., its staff or agents, or any other person or entity.”
- All programs must contain factual information. False, illegal, slanderous, derogatory, inflammatory, or misleading information is strictly prohibited.
- ETV reserves the rights to add any necessary additional disclaimers.

#### **7. Submission and Review(s)**

Any and all programs / content must be initially submitted for review by our staff / board, specifically with regard to the determination of the inclusion of any forbidden content, which may include, but is not limited to: advertising, promotional, or other commercial content, copyright violations, false or misleading information, inflammatory, defamatory or otherwise derisive content, hate speech, or any other such similar form of unwelcome material. Additionally, each program / content submitted for broadcast or completed or revised using the ETV facilities / equipment, will be subject to review, up to and including once per year.

### **Section III Production Facility**



Reserving the ETV production Facility and/or Equipment (230 Main Street, East Haven, CT) is free of charge for current members residing in the Town of East Haven, or in the region, or to such producers that have been approved by the Studio Manager / Board / Staff, to produce, create, modify, and distribute non-commercial programs / content / streams. All programs produced using said equipment or facility must originate from East Haven, or be relevant to the greater viewing community. ETV reserves the right to ask for proof of residency. Membership can be obtained via our website, on either a monthly basis or for additional months for a discount.

Producers and / or content originating outside of the Town of East Haven are subject to Board approval, on a case-by-case basis.

The facility / equipment is scheduled on a first come, first served, non-discriminatory basis, during our posted hours of operation. Members / producers are limited to scheduling two blocks of time in advance. Once a block of time is used, additional time may be scheduled. Members / producers are **required** to give 48 hours notice in the event of cancellation for reserved equipment or studio/editing time. This may be waived in emergency situations. Reserved time is non transferable. Equipment and studio use forms must be completed and on file for each use.

Use of the studio/editing facility and/ or equipment must be scheduled in advance by calling the ETV Studio at 203-469-6151, or via email, and confirming with the Station Manager. No food or drink is allowed in the control room. Longer blocks of time (ie "locks outs") may be approved, and are available on a paid rental basis.

### **1. Production Crew Members**

Crew members must attend a basic production workshop, related to the equipment they will be operating. This requirement will be waived if the individual(s) shows proficiency in the use of the relevant equipment (IE professionals). All crew members must abide by the ETV Professional Conduct Policy, and these guidelines, at all times. Training is free for members.

### **2. Editing**

No one may operate the editing equipment unless trained and certified by ETV staff. A staff person or Board Member must be present during all such use. Editors can be trained on an individual basis, or can provide documentation of competency (EX: a completed course on Lynda.com, Apple.com, or similar). Training is free for members.

### **3. Studio Equipment**

No ETV equipment may be used for profit making or commercial purposes (either by a group, individual, producer, member, guest, or sponsor). Members / producers must consult ETV staff prior to making changes to any settings, wiring, or connections, or adding accessories, equipment, or software. Special circumstances must be approved **IN ADVANCE. No exceptions.** Training on our equipment is free for members.

### **4. Portable / Remote Equipment**

Use of portable equipment / rental equipment is free for members. Members should complete free training in advance of use of such equipment. Members / producers may not remove the multi-camera equipment for off-premises live streaming production(s). ETV will consider requests for providing multi-camera taped or streaming services on a case by case basis. Please note: ETV is not a production company. While we do consider completing certain for-hire multi and single camera productions, we exist primarily to train members to produce their own content. Rentals require a deposit.

## **Section IV Violations & Penalties**

In order to insure the effectiveness of these Policies and Procedures, a penalty system has been instituted. Violations can result in restriction(s) for a member, producer, crew-member, or guest. ETV may issue warnings and suspensions as needed / appropriate.

### **1. Major Violations**

Major Violations will result in a minimum 30-day suspension, and may range up to a permanent ban of the use of the facility and its equipment. Such a penalty is at the discretion of the ETV Board of Directors. Major violations include, but are not limited to:

- Commercial or profit making use of facilities and equipment.
- Submission of commercial or profit making content.
- Falsifying forms, releases, or other information.
- Use of hate speech, misinformation, defamatory, or inflammatory content.
- Misrepresentation of the members / producers affiliation with ETV.
- Damage / misuse of equipment or taking equipment without permission.
- Use of equipment or facility while under the influence of alcohol and / or drugs.
- Possession of a firearm or concealed weapon on ETV facility grounds.
- Abuse or abusive conduct toward any staff member or other affiliated persons.
- Any significant violation of the ETV Professional Conduct Policy.
- Nudity or improper attire.

### **2. Minor Violations**

Minor Violations will result in the following actions:

FIRST VIOLATION—written warning

SECOND VIOLATION—30 day suspension

THIRD VIOLATION – 90 day suspension / up to a permanent ban

Minor violations may include, but are not limited, to:

- Failure to properly cancel use of facility or equipment (48 hrs notice).
- Late pick up or return of equipment without notification or approval.
- Damage, mishandling, or misuse of equipment.
- Failure to restore facility to pre-event state (“clean up”).
- Changing wiring connections, or attaching accessories without permission.
- Installation / use of software beyond that which is provided by / approved by ETV
- Violation of the ETV Professional Conduct Policy / these rules and regulations.

### **3. Cumulative Minor Violations**

Three minor violations, sequentially or cumulatively, shall constitute a major violation, which may result in an extended ban, up to/and including a permanent ban. The Board of Directors will review all violations at a ‘review’ meeting or a regularly scheduled board meeting. Major violations will result in an immediate 30-day suspension - the full length to be decided at the next scheduled meeting of the Board of Directors. The Board of Directors will give those found in violation written notification prior to any scheduled review meeting.

*\*Note: multiple and/or continuous minor violations may be subject to the same penalties as a "major violation".*

Producers and members affiliated with / using the facilities are encouraged to resolve difficulties with ETV. Anyone wishing to appeal a decision may do so by requesting a meeting with the Board of Directors in writing within 10 days of an action.

### **Section V Miscellaneous / Suggestions**

1. Cooperation and courtesy of the producer / member and crew, both internally and in their interactions with ETV production staff, are necessary for ensuring a successful production. Producers, crew, and talent should arrive a minimum of 30 minutes prior to their scheduled studio time. Only individuals necessary to the production should be in the facility. **Anyone caught stealing will be subject to prosecution and immediate barring from the facility.** No smoking. No drugs or alcoholic beverages are allowed.

2. There are no charges for the use of the facility or equipment for members. However if equipment is lost or damaged (exclusive of normal wear and tear), the member / producer shall be responsible for the full cost of repair or replacements, as required. ETV provides some set pieces (furniture). You may supplement these with your own set and props. ETV will consider storage on a case by case basis, but is not to be responsible for such items. ETV will not be responsible for any lost, damaged, or discarded articles.

3. Fluctuations occur on social media platforms all the time, as do changes in technology, means of delivery, software, interfaces, regulations, guidelines, and methods. ETV will remain dedicated to adhering to any such relevant changes, and will attempt to make adjustments as is needed. Any such significant changes may require an amendment or update to this agreement. Any such major changes will be communicated to the member(s) / producer(s) in a timely manner, and will be considered in effect with respect to the time at which any such platform made those modifications or changes active.

4. ETV recommends visiting the Facebook 'Business Help Center' page for technical specifications regarding live video on their platform (bandwidth, duration, etc). For other platforms, consult their particular tech specs page for details / more information.

5. Regarding the use / mis-use of intellectual property, please note this guideline from the Facebook 'Help Center': "Facebook is committed to helping people and organizations protect their intellectual property rights. The Facebook *Terms of Service* do not allow posting content that violates someone else's intellectual property rights, including copyright and trademark." There are further clarifications available on this page regarding the relevant terminology.

### **Here are some general tips to follow when live streaming\*:**

(\* from the website of attorney Steve Vondran)

1. Do not have any music in the background (many sites use a content filter that can pick this up) unless you own the copyright(s) to the music. Find royalty free or public domain music online if you must have music in your video. It might be wise to go to a stock music website and legally license or purchase the rights to a song so that you do not have to worry about music infringement claims from a third party that could cause your video to be taken down.

2. Avoid broadcasting a live event such as a concert or a sporting event, unless you have express written authorization to do so. Live streaming a concert results in distributing their materials (ex. the bands copyrighted songs) to your followers. This potentially infringes on the copyright holders rights and could result in removal of the video.

3. Be careful filming other people. This may raise claims of Right of Publicity. Get consent from the people you are shooting or use close friends who won't mind showing up in your videos. ETV provides release forms that you may use for this purpose.
4. Avoid filming minors. Even in public places, they are usually protected from being videotaped or having their pictures or photographs taken, without parental consent.
5. If you are considering broadcasting a live event, ask yourself whether people who might appear in your video would send you a cease and desist letter or file a lawsuit. This includes re-broadcasts of live videos at a later date/time.
6. Understand that commercial uses of content will likely be less protected than non-commercial (personal) uses. For example, building a channel so you can monetize it is likely commercial, as is posting videos on your blog or website to try to generate ad revenue.
7. If possible, avoid the "fair use defense" regarding copyright infringement. While legitimate in many circumstances (educational purposes, for example), when in doubt it is better to avoid possible copyright infringement.
8. Review the terms of service for the particular app or platform you are using to understand what they allow and don't allow. For example, Facebook may shut down your ability to use live streaming if you POST (video on demand) streamed content for others to come see later.
9. Be cognizant of copyright protected artwork, paintings and other creative items that appear in the backdrop of your videos. These items may be copyrighted, and an artist or photographer may want to make a claim against you if their art is showing in your videos without their consent or permission.
10. Avoid the use of a company's trademarks in your videos (ex. no Nike 'Swoosh' or Coco-Cola logos). This may create a false impression or false endorsement and result in a company sending you a cease and desist or take down notice to protect their brand from unauthorized uses.

## **FACEBOOK TERMS OF USE AND COPYRIGHT GUIDELINES**

Here is some good information to review, from Facebook:

"Copyright and Posting Content on Facebook: How can I make sure the content I post to Facebook doesn't violate copyright law?" Under Facebook's Statement of Rights and Responsibilities and Community Standards, you can only post content to Facebook if it doesn't violate the intellectual property rights of another party. The best way to help make sure that the content you post to Facebook doesn't violate copyright law is to only post content that you've created yourself. You might also be able to use someone else's content on Facebook if you've gotten permission (for example, a license), or if your use is covered by fair use or some other exception to copyright. It's generally a good idea to get permission before posting content, and to get that permission in writing. Please note that Facebook can't help you obtain permission to use copyrighted content.

### **Before you post content on Facebook, you may want to ask:**

Did I create all of the content myself?

Do I have permission to use all of the content included in my post?

Does my use of the content fall within an exception to copyright infringement?  
Is the content protected by copyright (for example, is it a short phrase, idea or public domain work)?”

**Another section reads:**

“Content I posted was removed because it was reported for intellectual property (copyright or trademark) infringement. What are my next steps?” When we receive a report from a rights owner claiming content on Facebook infringes their intellectual property rights, we may need to promptly remove that content from Facebook without contacting you first. If we remove content you posted because of an intellectual property report through our online form, you'll receive a notification from Facebook that includes the name and email of the rights owner who made the report and/or the details of the report. If you believe the content shouldn't have been removed, you can follow up with them directly to try to resolve the issue. If you're an admin on a Page, and content another admin posted on the Page was removed due to an intellectual property report, you'll receive a notification with information about the content that was removed, as well as the name of the admin on the Page who posted it. If the content was removed under the notice and counter-notice procedures of the United States Digital Millennium Copyright Act (DMCA), you may be able to file a DMCA counter-notification. Similarly, if the content was removed based on U.S. trademark rights, and if you believe the content should not have been removed, you will be provided an opportunity to submit an appeal. In these cases, you'll receive further instructions about this process in the notification you receive from Facebook.” According to an excellent article from the Huffington Post:

“Live streaming a concert performance potentially infringes in the copyrights of multiple parties, including the artist, the label, and the publisher. Many venues prohibit recording during concerts, to avoid the potential legal mess. Brands in particular should avoid live streaming at concerts: their deep pockets make them an enticing target for lawsuits.

“League restrictions also apply while viewing a professional sporting event, like an NFL football game or an MLB baseball game. (GeekWire covers concerns about live streaming sports games in some depth.) Networks pay huge sums of money for the rights to broadcast games live, so anyone using apps like Facebook Live or Periscope to stream games should expect teams to crack down on them.”

<https://www.vondranlegal.com/legal-risks-of-live-streaming-events-and-music-on-facebook-in-the-united-states>

# USER AGREEMENT ACKNOWLEDGEMENT

As a producer of live streamed content / live event originating at the East Haven Public Television (“ETV”) facilities, aka the Community Media Center, or in conjunction with any and all equipment rented from ETV,

**OR**, as a producer of a pre-recorded, edited, or otherwise manipulated piece of digital media content, adjusted or completed within or with the use of any ETV facility or equipment,

**OR**, as a producer of a program or episode submitted for broadcast consideration via the ETV cable access airwaves, or otherwise agreed upon outlet,

**OR**, as a member of East Haven Public Television, in good standing, who will use the ETV facilities and / or rented equipment,

I \_\_\_\_\_ (print full name) agree and acknowledge that I have read, understand, and agree to the terms outlined in the **ETV User Agreement**.

I understand that I am expected to either 1) attend the relevant workshop at the ETV studio; or 2) to present evidence of the completion of any such similar training or appropriate level of experience (IE, Lynda.com, etc); or 3) to view and understand any appropriate training videos provided by ETV (IE, How To Use The ETV Podcast Station); or 4) that such requirement(s) was waived in advance. \_\_\_\_\_ **(initial here)**

I agree that Myself, my crew, and any on-air guests or talent will adhere to the rules and guidelines set forth by ETV, as described in the User Agreement, and that myself and all parties affiliated with my program will adhere to the ETV Professional Conduct Policy. \_\_\_\_\_ **(initial here)**

I agree to adhere to the posted hours for ETV, its facilities, and that my use of the Community Media Center will remain in conjunction with expectations detailed in the User Agreement and the Professional Conduct Policy. I agree to schedule any extended or additional production or editing time with the ETV Staff. \_\_\_\_\_ **(initial here)**

I have read and understand the descriptions of various major and minor violations, the policy regarding same, and the consequences of same. \_\_\_\_\_ **(initial here)**

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

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

Print Name: \_\_\_\_\_

Organization or Affiliation (if applicable): \_\_\_\_\_

Contact Phone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-mail Address: \_\_\_\_\_

# ETV LIVE STREAMING AGREEMENT

As a producer of live streamed content / live event originating at East Haven Public Television (“ETV”), I \_\_\_\_\_ (print full name) agree to the following terms:

As a new producer I am expected to attend a basic production workshop at the ETV studio (*as needed, or unless waived in advance*), or to demonstrate competency with the relevant equipment. This will cover production basics, including a studio walk-thru, at which time I may present any questions or concerns regarding my event/stream. I agree to schedule this time with the Studio Manager. \_\_\_\_\_ **(initial here)**

As the producer, I have the responsibility to assemble any necessary crew, to schedule time to use the ETV facilities, to contact, research, and invite appropriate guests, secure release forms for those appearing on-camera, communicate any necessary technical information to the crew or the ETV staff (stream keys, site addresses, logins , passwords), etc. The producer MUST inform all on-camera talent that they are an independent producer and not an employee of ETV. As the producer, I should secure the necessary signed talent release forms from all guests (blanks are available from the Station Manager). Myself, my crew, and any on-air guests or talent will adhere to the rules and guidelines set forth by ETV, as described in the User Agreement, and will adhere to the ETV Professional Conduct Policy.

\_\_\_\_\_ **(initial here)**

Content should remain appropriate and meaningful to the ETV viewership, or to the intended audience. No commercial content of any kind is allowed. Producer understands and agrees to indemnify and hold harmless ETV, it’s staff, members, guests, and board, for any and all content and reactions to same by viewers, as may occur in such arenas as chat rooms, comment sections, and the like, regardless of which platform is being used to carry the stream \_\_\_\_\_ **(initial here)**

As the producer, I have read and understand the descriptions of various major and minor violations, the policy regarding same, and the consequences of same.

\_\_\_\_\_ **(initial here)**

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

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

Print Name: \_\_\_\_\_

Organization or Affiliation (if applicable): \_\_\_\_\_

Contact Phone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-mail Address: \_\_\_\_\_

# MEDIA DISTRIBUTION RELEASE FORM

As the Producer of new/original digital media content, or of a TV Program, live stream, or series entitled \_\_\_\_\_, produced either in conjunction with / within the ETV facilities, with the use of ETV equipment/gear or completed independently, I, \_\_\_\_\_ accept full responsibility for the content of said Program, submitted for consideration for distribution in conjunction with East Haven Public Television Inc. (ETV).

Estimated Program Length: \_\_\_\_\_ Estimated Air Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Summary / Purpose of program or episode:

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

I **hereby agree** to indemnify and hold harmless **ETV** and its partners, affiliates, officers, directors, employees, volunteers, staff, members, and/or agents from and against liability, damages, and expenses (including legal fees) arising out of any and all claims incurred as a result of distribution of said content.

I **warrant and represent** that the Program produced has secured all copyright and other clearances and rights from broadcast stations, networks, sponsors, music licensing organizations, performer's representatives, and any and all persons or entities as may be necessary to lawfully distribute the program.

I **warrant and represent** that the Program does not contain content that:

- Includes solicitation of funds or advertising (promoting the sale of commercial products/services *including web addresses with products for sale*)
- Is obscene, indecent or an invasion of privacy or slanderous
- Material that could be construed as hate speech, inflammatory speech, degrading, indecent, or defamatory speech, misleading or untrue claims or accusations, or any such similar content. Such material will not be tolerated, and will be subject to removal from our airwaves immediately.
- Is a lottery, gift enterprise, or utilizes similar schemes
- Requires union residual or other payments including but not limited to talent and crew unless those payments have been executed or waived.

I **agree** that **ETV** shall not be liable to me for any failure to distribute the Program as scheduled. I **understand** that **ETV** is relying upon this Agreement and its representations for legal completion of the Program. I **agree** that I am bound by **ETV** Rules and Guidelines including FCC regulations and provisions of the Communications Act of 1934, as amended. **ETV** may prohibit my further use of **ETV** facilities, and channels should I violate any terms of the User Agreement, the Professional Conduct Code, or any such other appropriate rules.

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

Print Name: \_\_\_\_\_

Organization or Affiliation (if applicable): \_\_\_\_\_

Contact Phone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-mail Address: \_\_\_\_\_



# SPONSORSHIP DISCLOSURE FORM

The following sponsor(s) have contributed the disclosed amounts, to the below named program, in conjunction with the accepted rules and regulations regarding sponsorship, as outlined in the ETV User Agreement. No further goods, services, payments, or exchanges regarding this program have been completed.

Production Title: \_\_\_\_\_

<b>Sponsor Name</b>	<b>Contact Info</b>	<b>Contribution Amount</b>
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1.	_____	_____
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2.	_____	_____
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3.	_____	_____
----	-------	-------

4.	_____	_____
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5.	_____	_____
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## **Summary of Production Expenses:**

1.	_____
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2.	_____
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3.	_____
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4.	_____
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5.	_____
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Please note that approved production expenses included such items as: supply purchases/expendables, props/decorations, transportation, banners, etc. By signing below, the producer declares that these are the full and complete values transacted on behalf of their sponsor(s), and that producer understands the ways in which any such sponsor may be recognized during their program, and that said regulations have been explained to the sponsor(s) listed above.

Producer Name: \_\_\_\_\_

Producer Signature: \_\_\_\_\_

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