



Borough of Oakland, New Jersey
Borough Communications Commission

VIDEOTAPE SUBMISSION AGREEMENT

1. I, _____, as person responsible for submitting the videotape program titled _____ (the "Program"), accept full responsibility for the programming content submitted for cablecast on the Access Channel of the Borough of Oakland ("Operator"). I submit the program on behalf of or as a representative of _____ ("Organization"). I, individually and on behalf of the Organization listed above, hereby agree to indemnify and hold harmless Operator and its partners, affiliates, officers, directors, employees and agents from and against liability, damages and expenses (including legal fees) arising out of any and all claims incurred as a result of cablecasting the Program.
2. I have previewed the tape in its entirety, and I warrant and represent that the program does not contain:
 - a. Any solicitation of funds or advertising of material designed to promote the sale of commercial products or services.
 - b. Solicitation of funds by and on behalf of candidates for public office.
 - c. Any material that is obscene, indecent, or an invasion of privacy.
 - d. Any material concerning lottery information, gift enterprises, or similar schemes.
 - e. Any material requiring union residual or other payment including but not limited to talent and crew unless those payments have been executed or waived.
3. I agree to make all appropriate arrangements with, and to obtain all copyright and other clearances and rights from, broadcast stations, networks, sponsors, music licensing organizations, performers' representatives, program owners, program syndicators, and any and all other persons or entities as may be necessary to lawfully transmit the Program.
4. I agree to be bound by any access channel programming requirements or restrictions contained in the Operator's cable television franchise(s), any applicable access operating rules and polices and by applicable FCC regulations and provisions of the Communications Act of 1934, as amended.
5. I agree that the operator assumes no risk and makes no guarantee, expressed or implied, regarding the safety of tapes or other materials in the Operator's possession. I hereby release and agree to indemnify and hold harmless Operator, its employees and agents from responsibility if the program(s) (and/or any related tapes or other materials) are damaged, lost or stolen while in the Operator's custody.
6. I acknowledge that the Operator shall not be liable to me for any failure of Operator to cablecast the Program as scheduled, whether because of the breakdown of equipment or any other reason. I acknowledge that my only remedy upon Operator's failure to cablecast the Program is the cablecasting of the program at another time.
7. I understand that the Operator is relying upon this Agreement and the representations contained in this Agreement in permitting the Program to be transmitted on the Access Channel.
8. I agree that, in addition to all remedies and indemnifications specified in this Agreement, the Operator may prohibit my further use of the Access Channel should I violate any terms of this Agreement.

Rules for Submission of a Videotape:

1. Videotapes must be submitted at least 2 (two) weeks prior to the requested air date.
2. Record in SP mode on your camcorder to achieve the best quality original recording.
3. The program must be continuous without blank sections or breakup in the video track.
4. Videotape copies that are submitted for broadcast should be new VHS format videotape recorded in SP mode only for the best playback picture quality.
5. Before recording the VHS copy that you are going to submit, fast forward and rewind the videotape all the way in the VCR that you are going to use for recording the copy.
6. Videotapes must have 10 seconds of black leader, 10 seconds of black trailer, and only snow after the black trailer to facilitate proper programming of our broadcast switching system. (Snow is the lack of any video signal at all on a videotape. Snow is what you see when you playback a new videotape that has not had any video recorded on it.)
7. A Videotape Submission Agreement must be completed, signed, and submitted with each tape.

If you have any questions regarding these rules or if you require any clarification whatsoever, please call the Oakland Communications Commission Control Room at 201-405-7590.

PLEASE FILL OUT THE INFORMATION BELOW:	
Name of Organization:	
Address:	
Producer or Responsible Party:	
Phone:	
Program Title:	
Program Description:	
Program Length:	Hours: Minutes:
Signature:	
Date:	

BOROUGH OFFICE USE ONLY:	
Date Received:	
Borough Clerk:	