



### CCTV SERVES:

- City of Salem and Marion County— our local governments
- Salem-Keizer Schools
- Non-profit organizations
- Individuals

### CCTV IS LOCAL:

Residents of Salem and unincorporated Marion County within the Comcast Cable service area are eligible to participate in CC:Media-managed services and resources. A \$150 annual non-resident fee is required of those outside the service area.

### CC:MEDIA IS FOR EVERYONE:

CC:Media encourages all in our community to participate. Services are non-discriminatory. We take pride in simplifying media use and helping non-professionals to communicate effectively. **Minors may participate**, provided a **parent or legal guardian takes legal responsibility** by signing program and equipment contracts.



## CAPITAL COMMUNITY MEDIA (CC:MEDIA)

was created by the City of Salem and Marion County in 1989 to provide non-commercial television in the cable television service area of Oregon's state capital. CC:Media manages a modern media center with two studios and additional production and editing equipment, plus three channels on Comcast Cable and a full power radio station at 98.3 FM. Services are available first-come, first-served.

CC:Media's rules are designed to make resources available to all, dominated by none. Use of the resources must meet the test of the law and of the non-commercial, non-competition with Comcast aspects of the cable TV franchise. Equipment must be maintained in working order to be available to those making programs.



## MOST RESOURCES ARE FREE TO USE

CC:Media may charge for services including training. You may charge a third party for your labor, but you may not charge others for channels, equipment or CC:Media-provided services. CC:Media requires a signed Third Party Agreement form (see pg. 6) on file to charge for labor.

## UPLOADING CONTENT

You may use YouTube or otherwise upload program content you have produced. CC:Media encourages distribution to the community. After submitting your program for channel play, you may upload to YouTube or other similar platforms. You may monetize your program subject to posted limits.

## PROGRAM FORMAT

You may submit a program in many electronic formats. **Prime time (5pm to 11pm) programming must be in HD.** Check with CC:Media's Programming & Promotion Coordinator prior to editing or preparing your program.

## TO GET STARTED

You must attend an orientation session that covers CC:Media's services in depth. You must also keep on file at CC:Media a current proof of identity (generally an Oregon Driver's License) and proof of local street address, as in a utility bill. Post Office box addresses are not accepted.



## TO USE THE CHANNELS

You pick the topic and have full editorial control with only a few limitations:

- your program must be legal, constitutionally protected speech
- your program must be non-commercial, with no advertising or solicitation

are required to sign a Program Contract at the time you submit your program and to take legal responsibility for your speech. You will **warrant that your program is non-commercial and constitutionally protected, including that you did not unfairly copyrighted material.** Helpful guidelines are included in this document (see pg. 7).

**SCHEDULE PROGRAMS** with CC:Media's Programming & Promotion Coordinator. Remember to submit your programs on time according to guidelines. Scheduling priority is given to locally-produced programs. A service-area local resident may submit a program or single series made outside this community.

Series producers must meet guidelines for submitting new programs, and must submit programs on time.

## YOUR ROLE & CC:MEDIA'S ROLE

It's your program, and you are required to **list yourself as producer at least five seconds** in legible font in program credits. You are required to have contact information on file at CC:Media, and to respond if contacted about your program. You must also **include a PEG access equipment credit** when you use CC:Media-managed equipment for programs 20 minutes or longer. You may **not list CC:Media as a co-producer**. You may not represent yourself as working for or on behalf of CC:Media, or use CC:Media's logo for your projects. CC:Media cannot issue press passes to certified producers.

## TO USE CC:MEDIA EQUIPMENT

You agree to be on time for reservations and to be careful. You sign a licensing agreement (see pg. 8), and you agree to:

- Use the equipment only to make shows for CC:Media's channels. You may **upload and monetize** your program or sell copies. However, revenue greater than \$50 must be reported and split 50-50 with CC:Media.
- Take classes to become **certified**. Allow no one who is not certified to use the equipment.
- Pick up and return equipment **on time**, according to your reservation.
- **Transport and use equipment safely**, keep it clean and return it in the condition you found it. Avoid wet, dirty, smoky places.
- **Report problems** and tell CC:Media staff if you damaged or lost equipment.
- Submit a **Third Party Agreement** in advance if you charge others for your labor.



## CAPITAL COMMUNITY MEDIA'S VALUES

**Democracy & the First Amendment** All people in a democracy have the right and responsibility to take part in the decisions that affect them and their communities. Freedom of speech is vital to a healthy democracy and is guaranteed in the First Amendment. CC:Media provides the community with the opportunity for political, cultural, artistic, spiritual, and individual expression on television. CC:Media enables our community—local governments, schools, non-profit organizations and individuals—to speak for themselves, independent of the decisions of commercial media.

**Community Decision-Making** Freedom of expression alone is not enough to ensure a healthy democracy. Citizens must also enter into active discussion and debate in order to participate in solving problems for the common good. CC:Media promotes the use of non-commercial Channels 21, 22, 23 and production facilities as an electronic forum for discussing issues and solving problems.

**Access to Information** A well-informed, actively-involved citizenry makes more responsible decisions. CC:Media televises local government meetings, activities of local schools and service-related information to stimulate an active dialogue among elected officials, schools and local citizens.

**Diversity & Inclusiveness** Democracy is most effective in a society in which all members can participate. CC:Media encourages understanding and collaboration across barriers including race, culture, language, class, gender, sexual orientation, ability and age.

**Media Literacy** Community Media offers an alternative to commercial television. CC:Media provides the training and tools necessary for people to become knowledgeable and effective communicators, able to view television critically and to use that medium to tell their own stories.

## Warnings and suspensions

The rules are simple and designed to keep the channels in this community and to keep equipment in working condition.

You will receive a **warning** if you:

- fail to submit programs on time. You could also lose a series time slot.
- fail to cancel or claim a reservation within 15 minutes of the starting time
- fail to return equipment or vacate studio or editing facilities by the end of reservation time, unless CC:Media staff authorizes an extension
- fail to cancel a studio reservation at least 24 hours in advance
- transport or operate equipment in an unsafe manner
- list private phone numbers or addresses without consent of the individual
- behave in a disrespectful manner while at CC:Media or participating in a CC:Media event

If you receive a third warning, you will lose privileges related to the warnings.

You will immediately be **suspended** if you:

- behave in a violent, disruptive or threatening manner, or repeatedly behave in a disrespectful manner
- violate the program contract with program content that is commercial or constitutionally unprotected speech
- owe CC:Media funds due to equipment damage or loss
- use equipment or facilities for any purpose not related to the production of programs for telecast on CC:Media-managed channels
- require payment from others for use of channels, equipment or CC:Media services
- check out equipment for use by someone not currently certified
- abuse or damage equipment, or fail to return equipment
- change equipment cabling or move equipment without gaining staff approval

Suspensions are for one year. Suspensions for violation of the program contract may be longer, depending on the severity of the violation.

**Capital Community Media recognizes warnings and suspensions issued by other community media centers.** Warnings and suspensions may be appealed in writing to the CC:Media Executive Director. CC:Media may require recertification, a production plan and schedule for a producer to move off suspension.

**POTENTIALLY OBJECTIONABLE MATERIAL: VIEWER ADVISORY AND AUDIENCE SENSITIVE SCHEDULING**

The purpose of this section is to enable parents or guardians to supervise the programming available to children, and to assist viewers of PEG access programming in making informed decisions while providing an opportunity for all lawful forms of expression without censorship and in accord with existing laws.

Programs containing extreme violence or degradation and programs that would fit within the categories TV14 and TVMA of the TV Parental Guidelines published by the TV Parental Guidelines Monitoring Board (see [www.tvguidelines.org](http://www.tvguidelines.org) or [www.mpa.org](http://www.mpa.org)) will be televised on the Community Voices Channel preceded by a message advising viewer discretion.

**TV14:** Program providers will warrant that programs containing unsuitable material that would cause it to be rated TV14 in accordance with the TV Parental Guidelines of the TV Parental Guidelines Board including one or more of the following: intense violence, intense sexual situations, strong coarse language, or intensely suggestive dialogue are scheduled on the Community Voices channel between the hours of 11 pm and 5 am. Program providers will identify the program as TV14 on the program contract and will include a 15 second, easily readable viewer advisory immediately prior to the beginning of the program, stating:

**“Viewer Advisory: The following program, identified as TV14, contains material which some viewers may find objectionable or inappropriate for children.”**

**Program Providers must use the viewer advisory provided by CCTV without alteration.**

**TVMA:** Program providers will schedule a program that contains any material that would cause it to be rated TVMA in accordance with the TV Parental Guidelines of the TV parental Guidelines Board including: graphic violence, explicit sexual activity, or crude indecent language on the Community Voices channel between the hours of 1:00 am and 4:00 am. Program providers will identify the program as TVMA on the program contract, and will provide a 15 second, easily readable viewer advisory immediately prior to the beginning of the program, stating:

**“Viewer Advisory: The following program, identified as TVMA, is for mature audiences only, may be unsuitable for children under the age of 17 and contains material which some viewers may find objectionable.”**

**Program providers must use the viewer advisory provided by CCTV without alteration.**

**Extreme Violence or Degradation:** Programs identified as containing extreme violence or degradation are scheduled on the Community Voices channel between the hours of 1 am and 4 am. Program providers will identify the program as containing EXTREME VIOLENCE OR DEGRADATION on the program contract and will include a 15 second, easily readable viewer advisory immediately prior to the beginning of the program, stating:

**“Viewer Advisory: The following program, identified as containing extreme violence or degradation, contains material which some viewers may find objectionable or inappropriate for children.”**

**Program providers must use the viewer advisory provided by Capital Community Media without alteration.**

**A Program Provider who fails to provide such notification and advisory shall be subject to disciplinary action as a major violation of Capital Community Media’s Rules.**

It is a violation of CC:Media policy to submit for telecast programming that is obscene or otherwise unlawful. Programs that are obscene may not be submitted for telecast. In addition to any sanctions that may be imposed under federal, state, or local laws, a program provider who submits programming that is determined to be obscene shall be subject to immediate suspension.

**Obscene material as determined by the courts is material which:**

- (a) to the average person, applying contemporary community standards, taken as a whole, appeals to the prurient interest,
- (b) depicts or describes sexual conduct in a patently offensive way, and
- (c) taken as a whole, lacks serious literary, artistic, political, or scientific value.



## Third Party Agreement

This agreement is required when a community access producer is paid by a third party for labor and/or production costs associated with a community access program. A copy of this agreement must be submitted to Capital Community Television before the community producer receives any payment for labor and/or productions costs.

This agreement certifies that the third party listed below understands that:

1. Programs produced with Capital Community Television equipment and/or facilities are intended for cablecast on the access channels and may not be used for commercial purposes or the solicitation of funds.
2. Every resident organization or individual whose local government funds CCTV may use facilities/ equipment free of charge to produce programs for the community access channels.
3. Access channel time is free of charge.

Third Party (Print Name) \_\_\_\_\_

Third Party Signature \_\_\_\_\_ Date \_\_\_\_\_

Organizational Affiliation \_\_\_\_\_

Community Producer (Print Name) \_\_\_\_\_

Community Producer Signature \_\_\_\_\_ Date \_\_\_\_\_

<b>CC:Media Staff Use Only</b>	
Date Received: _____	Staff Initials: _____

# Non-Commercial Television Means...

## 1. Products or services cannot be promoted

This means:

- not showing a product in a store, in its commercial packaging, or using posters that promote sales of a product or service including CDs, tapes or books.
- not discussing where the viewer might find the product.
- instead of asking an artist at which commercial venue they will be performing--use a 'for more information' phone number, website or email address--but remember these informational items are to be treated the same as sponsorship credits--see below. If your guest unexpectedly announces performance information at a commercial venue, the audio will have to be edited out.
- not prominently displaying business names on the screen or to identify program location, including store fronts, except if the name is incidental to the background. Incidental means:
  - the name is no larger than 10% of the screen (see drawing)
  - you can't get the shot any other way
  - if you can frame out the name, you must do so.

Exceptions: Non-profit organizations and government agencies may promote their services.

## 2. Solicitation of funds is prohibited.

Exception: Political candidates registered for election may solicit funds to be sent to a campaign office.

approx. 10%		approx. 10%
approx. 25%		

## 3. Sponsor Credits

For every 30 minutes of program time:

- up to 90 seconds of sponsorship credits are permitted, with no more than 15 seconds per sponsor.
- sponsor logos may be used, sized no larger than 25% of the screen (see drawing.)
- sponsor location and phone numbers may be used.
- slogans may be used, but not with comparative words like 'best' or 'better' i.e. "the best pizza in the west" is not acceptable.
- a 'for more information' phone number, website or email address is considered the same as a sponsor credit, and can only appear as a part of the sponsor credits. In other words, a for-profit or individual cannot run contact information throughout their program.

Exceptions: Non-profit organizations and government agencies may run unlimited contact information.

**Providing information is good.  
But linking viewers to a commercial product, establishment or service is not.  
The producer is responsible for program content conforming to these guidelines.**

Reimbursement:

Borrower agrees to reimburse Capital Community Media (CC:Media) for the cost of any damage to equipment occurring during the time PEG Access Equipment is checked out to Borrower, except that Borrower will not be responsible for damage to equipment due to ordinary usage, as judged solely by CC:Media. Borrower agrees to reimburse CC:Media fully for the replacement cost of the equipment, as judged solely by CC:Media, if any item of equipment checked out to Borrower is damaged beyond repair, or is lost or stolen while the equipment is in the Borrower's possession.

Indemnification:

Borrower agrees, to the extent allowed by law, to indemnify and save harmless CC:Media from any and all claims, demands, damages or other liabilities, that arise from or in any manner are caused by PEG Access Equipment while it was checked out to Borrower.

## LICENSING AGREEMENT

This license agreement is made on \_\_\_\_\_ (date), between \_\_\_\_\_ (Licensor), a program provider, and the licensee Capital Community Media (CC:Media), a tax-exempt corporation organized and existing under the laws of the State of Oregon, with its principal office in Salem, Oregon.

Licensor, in exchange for the right to use CC:Media's Public, Education and Government (PEG) access equipment (PEG Access Equipment) to produce programming that will be cablecast free of charge on CC:Media-managed PEG access channel(s), agrees to license CC:Media to use the programming produced using CC:Media's PEG Access Equipment as follows:

### SECTION 1: FIRST USE OF PLAYBACK

Licensor will maintain sole ownership of and all copyright rights to programming produced by the Licensor using PEG Access Equipment, with the following exceptions: (1) CC:Media will have the right of first use of such programming for playback on PEG access channel(s) managed by CC:Media; and (2) Licensor will not re-edit, for commercial purposes, programming produced using PEG access Equipment.

### SECTION 2: SUBSEQUENT SALE OF PROGRAMMING

Licensor agrees to limit sales of programming produced using PEG Access Equipment to 501(c)(3) tax-exempt organizations and/or government entities; and to share with CC:Media fifty percent (50%) of all revenues from such sales, above the cost of the media, CC:Media's duplication costs and postage in order to further the non-commercial work of the producer and CC:Media's non-profit mission.

### SECTION 3: USE OF PROGRAMMING FOR CC:MEDIA PROMOTION

Licensor grants CC:Media a license to copy portions of programming produced using PEG Access Equipment for non-commercial promotion of the PEG access channel(s) managed by CC:Media.

### SECTION 4: USE OF PROGRAMMING FOR ADVERTISING PROHIBITED

Licensor agrees that it will not use programming produced using PEG Access Equipment for advertising, defined as promoting any service, facility, or product offered by any person who is engaged in such offering for profit.

### SECTION 5: COMPLIANCE WITH LAW AND CC:MEDIA'S RULES

Licensor agrees to adhere to city, county, state and federal law, and CC:Media's Rules and Procedures, when using PEG Access Equipment.

### SECTION 6: TERMINATION; SURVIVAL OF RIGHTS AND OBLIGATIONS

Either party may terminate this license agreement, in whole or in part, at any time, on written notice to the other of not less than 60 days, except that each party's rights and obligations under this license agreement with respect to any programming produced using PEG Access Equipment during the period this agreement was in effect will continue in full force and effect following termination of this License Agreement.

### SECTION 7: ASSIGNMENT

CC:Media shall not assign this license agreement or any privilege granted under this license agreement without the written consent of Licensor.