

VALLEY SHORE COMMUNITY TELEVISION INC.

(VSCTV)

Policies and Procedures Manual

Last Revised: 4/8/2015

1. PREAMBLE

- 1.1. Valley Shore Community Television Incorporated, hereafter referred to as VSCTV, exists to provide public access to the local broadcast channel in the 9 towns served by the Clinton Comcast franchise, Connecticut.
- 1.2. VSCTV recognizes the importance of the presentation of diverse views on social and other issues and of providing the opportunity to express these views using VSCTV equipment and facilities.
- 1.3. VSCTV complies with all Federal and State Statutes and Regulations and with First Amendment rights guaranteed by the Constitution of the United States of America.
- 1.4. These policies and procedures are based upon the fundamental purposes of Public, Education and Government (PEG) access broadcasting which include:
 - 1.4.1. Enhancing First Amendment rights.
 - 1.4.2. Providing for the dissemination of diverse views and a marketplace of ideas and information.
 - 1.4.3. Providing a viable alternative to commercial programming.
 - 1.4.4. Enhancing a sense of community among the residents of the VSCTV region.

2. DEFINITIONS

- 2.1 Producer: The individual or entity who is the creator of the program to be broadcast. Producers have no age restrictions. Producers need not be from our franchise area to be a producer of a program submitted unless he or she wishes to use VSCTV equipment to produce the program.

2.2. Sponsor: The individual who:

- signs the VSCTV User Access Agreement
- assures that the program to be broadcast meets all of VSCTV's policies and program standards.
- is the point of contact to be reached by VSCTV should questions or concerns arise regarding the program submitted.

Sponsors must be at least 18 years old and must live or work within the franchise area.

2.3. Broadcasting: Transmission of a submitted program to the community on Channel 19 or any additional broadcast distribution channel that VSCTV shall designate.

2.4. Commercial Content: An audio, text or video representation of the sale of commercial goods and services for money or barter by an individual or commercial, for-profit entity.

2.5. Underwriter: An individual or entity who provided money or a service in connection with the production of a program.

2.6. Contributor: An individual who provided assistance to a program in some way. Example: "Make-up provided by."

2.7. Franchise area: Clinton, Westbrook, Old Saybrook, Essex, Deep River, Chester, Haddam, Killingworth, Durham.

2.8. Participant: A guest or speaker on a show being produced.

2.9. Credits: Acknowledgments of participation in various aspects of a program's production. Credits can come at the beginning and/or end of a program as video and/or audio format. Credits can include

- Program title, website and contact information of the producer.
- List of technical crew (camera person, director, editor, lighting, sound, etc.).
- List of participants and their contact information.
- List of underwriters and contributors and their contact information.

3. PRODUCING

3.1. BECOMING A PUBLIC ACCESS PRODUCER

3.1.1. Anyone who lives in the towns of the Clinton Comcast franchise or who is employed by a business may become a public access producer using the VSCTV channels. In addition, these people may submit programs produced by others, in such media formats designated by VSCTV, as long as this is disclosed on the Access User Agreement.

3.2. PRODUCER'S RESPONSIBILITIES

3.2.1. In order to use VSCTV equipment, each producer must demonstrate a minimum ability to operate the equipment in a safe and non-damaging manner. VSCTV will provide familiarization and training.

3.2.2. The producer has overall responsibility for creating the program to be broadcast.

3.2.3. The producer may not represent that he or she is an employee, representative or agent of VSCTV, nor may he or she use the VSCTV name or logo on the program.

3.2.4. The producer must read and comply with all VSCTV Policies and Procedures.

3.2.5. Producers are solely responsible for obtaining release forms, copyright and other permissions. VSCTV's acceptance of a program for broadcast does not make any representation that VSCTV has verified that these releases and permissions have been obtained.

3.3. PRODUCERS UNDER THE AGE OF 18 (MINORS)

3.3.1. Minors may produce programs for broadcast on VSCTV channels as long as a parent or legal guardian signs the User Access Agreement.

3.4. PROGRAM CONTENT

The intent of public access programming is to provide a forum to enable citizens, non-profit organizations and local government to exercise their right of free speech, express their opinions or to share information that they feel is of interest to the community. VSCTV

prohibits the use of our public access equipment and broadcast facilities for commercial gain, to promote any commercial, for-profit business entity or to advertise the sale of products or services by commercial, for-profit entities. Therefore, material transmitted over the PEG access channels, whether produced locally or provided from another source, must comply with the following criteria.

3.4.1. Prohibited Material (General):

- 3.4.1.1. Commercial Advertising.
- 3.4.1.2. No material that is obscene, sexually explicit, promotes unlawful conduct, incites violent or harmful acts on other persons or is otherwise prohibited by applicable local, state, or federal law.
- 3.4.1.3. Material which constitutes libel, slander, invasion of privacy or publicity rights, or which might violate any other local, state or federal law.
- 3.4.1.4. Programs containing material that violates copyright or trademarks. Use of such material generally requires obtaining appropriate rights from music licensing organizations, publishers, representatives, copyright holders, broadcast stations, networks and any other persons as may be necessary for cablecast. Producers / Program Sponsors may be asked to furnish written authorization for use of such materials.
- 3.4.1.5. Program material that creates the immediate danger of damage to property or injury to persons; the obstruction of law enforcement or functions or services; the deprivation of any person by threat, threat of force or physical action through the exercise of a legal right, or the disturbance of any person in the enjoyment of a legal right; or the creation of a public nuisance.
- 3.4.1.6. Lotteries or lottery information except as allowed by FCC regulations. Lotteries are defined as “any game, contest, or promotion that combines the elements of prize, chance, and consideration.” Violators may be subject to fines and even criminal penalties for lotteries which are not authorized or otherwise permissible by the state. Exceptions include when conducted by a non-profit or governmental organization.
- 3.4.1.7. No mention or display of any website address that is restricted to users over the age of 18 (e.g., adult-only oriented websites).

- 3.4.1.8. No material requiring royalties, union residuals or other payments including, but not limited to, talent and crew unless those payments have been executed or waived in writing.

3.4.2. Prohibited Commercial (For-Profit Business) Material:

- 3.4.2.1. Any solicitation of funds or advertising of material designed to promote the sale of a commercial, for-profit entity's products or services, including but not limited to copies of the program is prohibited.
- 3.4.2.2. Any representation of fees for a commercial, for-profit entity's goods or services is prohibited.
- 3.4.2.3. Any display, description, or discussion of any commercial for-profit entity for more than 20 seconds is prohibited AND/OR any display, description, or discussion of a commercial for-profit entity's identifiable products or services within any part of the production for more than 20 seconds is prohibited.
- 3.4.2.4. No mention of seminars, lectures or consultation by a for-profit entity, for which the viewer will eventually be charged.
- 3.4.2.5. No promotion of lottery material, gift enterprises or similar schemes.
- 3.4.2.6. A prolonged, a clearly prominent display (i.e. signage, posters, graphics, text overlays, etc.) and a frequently repeated display of a commercial, for-profit company's name that is clearly visible during a program, will not be considered to be incidental and is prohibited. Also, a program participant who has attire (e.g., a T-shirt) that contains a business name and/or business contact information that is easy to distinguish (read) when broadcast is prohibited.
- 3.4.2.7. With the exception of program credits (section 3.6 below) any display during a program of a website address other than a legitimate Non-Profit Organization's (as defined by the U.S. Internal Revenue Service) website is prohibited.

- 3.4.2.8. No call to action for any commercial, for-profit entity is permitted (for example: “Eat at Sally’s,” “Call for a quote,” “Visit my website,” etc.)
- 3.4.2.9. No statements or displays that explicitly promote or attempt to differentiate a commercial, for-profit entity, its products or services are permitted (for example: best prices in town, fast service, low cost tires, etc.).
- 3.4.2.10. No promotional slogans or tags for a commercial, for-profit entity are permitted.

3.4.3 Permitted Commercial (For-Profit Business) Material:

- 3.4.3.1. A participant on a program may briefly mention (i.e. 20 seconds) his or her commercial, for-profit business to establish expertise on a topic being presented or discussed during the program (for example: “I am Sally with XYZ Realty and I have been working in real estate for 30 years.”).
- 3.4.3.2. An incidental display of a company’s name is permitted provided such display is not promotional in nature. For example, a store sign may incidentally appear in the background of a program or a person on the program may be wearing a shirt that has a company logo on it that is not overtly commercial in nature.
- 3.4.3.3. An incidental display of a product and/or brand name is permitted provided such display is not promotional in nature.
- 3.4.3.4. A participant on a program may briefly mention or display (i.e. not to exceed 20 seconds), his or her contact information during the program. The contact information may not be displayed continuously or repeated frequently throughout the program. Acceptable contact information can include phone numbers and an e-mail address.

- 3.4.3.5. While discouraged, a participant on a program may briefly mention a website address other than a not-for-profit website address. Repeated mentions of such website are not permitted.
- 3.4.3.6. General musical background is permitted provided it does not violate any copyright laws, that any lyrics do not promote a commercial, for-profit entity and that the music is not closely associated with a commercial, for-profit entity. Jingles promoting commercial, for-profit entities are not permitted. A producer may use original music as long as no mention is made of where the viewer can purchase the music (e.g., a CD).

3.4.4 Permitted Promotional Material for Non-Profit Organizations (as defined by the U.S. Internal Revenue Service):

- 3.4.4.1. Representation of specific fees for goods or services provided by the valid, local non-profit organization is permitted.
- 3.4.4.2. A valid non-profit organization may display its organization website address during a program.

3.5. PUBLICITY AND UNDERWRITING

- 3.5.1. On its community bulletin board and on its website, VSCTV will publish a schedule of when programs will be broadcast.
- 3.5.2. Producers may promote and advertise their programs, but VSCTV will not be held responsible for any of the costs associated with these activities.
- 3.5.3. Producers may obtain an underwriter for their programs to be broadcast on VSCTV subject to the following conditions:

- 3.5.3.1. Identification of the underwriter(s) by video and / or audio is permitted at the beginning and/or end of the program within the program credits. The preferred format is “The following / preceding program has been presented through the assistance of ... ”
- 3.5.3.2. Any audio or visual material that promotes the sale of goods or services provided by a commercial (for-profit) business contained within a underwriter acknowledgement is prohibited.

3.6. CREDITS

- 3.6.1. Credits may appear at the beginning and/or at the end of the program, which acknowledge program underwriters and contributors to the production (such as “hair by”). The in-kind contributions provided must be evident in the production.
- 3.6.2. Underwriter credit may appear at the beginning and/or end of the program in audio and/or video. Underwriter credits may be up to 20 seconds in length per underwriter. In the case of multiple underwriters, total underwriter credits may not exceed 60 seconds.
- 3.6.3. An underwriter credit may contain a business logo or picture of the business, a business address, contact phone number, email address and a website address as long as there is no call-to-action or any material that attempts to differentiate a business. Examples of non-permissible credit content are: “the best nails in town,” “call for a quote,” or “the lowest prices,” etc.
- 3.6.4. Any audio or visual material that promotes the sale of goods or services provided by a commercial (for-profit) business contained within a credit is prohibited.
- 3.6.5. The display of credits, including up to 60 seconds of underwriter acknowledgements shall be no more than three minutes (180 seconds) in total duration.
- 3.6.6. All productions produced using VSCTV equipment and / or facilities must credit VSCTV.

3.7. DISCLAIMERS/LABELING OF SENSITIVE MATERIAL

- 3.7.1. VSCTV reserves the right to include the following notice before and/or after a program: “The opinions expressed in the following program do not necessarily reflect those of Valley Shore Community Television. Opposing viewpoints are welcomed.”
- 3.7.2. If requested by VSCTV the following shall be added: “The preceding program was made possible through the television facilities of VSCTV.”
- 3.7.3. If VSCTV makes a good-faith determination that the subject material in a program may offend some viewers and/or may not be appropriate for children, VSCTV may require that the following announcement be added to the beginning of the program: “The following program may contain sensitive material. Viewer discretion is advised.” VSCTV reserves the right to run potentially offensive programming at later time periods. Failure to notify VSCTV of potentially offensive material prior to a program or episode airing may result in loss of privileges.

3.8 POLITICAL AND ISSUE-ORIENTED PROGRAMS

VSCTV does not accept for cablecast on public access channels either video advertising or community bulletin board text advertising that is political in nature.

- 3.8.1. Political Candidates and Access FCC regulations concerning equal time for political candidates do not apply to public access programming.
- 3.8.2. Public Access Producers are under no legal obligation to show any viewpoint other than their own. Residents with diverse viewpoints are encouraged to use public access to express those ideas.
- 3.8.3 VSCTV reserves the right to remove all political advocacy programs up to 72 hours before an election or referendum.

3.8.4 VSCTV reserves the right to give bipartisan programming the priority for additional runs. An example of such programming are candidate debates where all political parties are equally represented. Town meetings and programs produced by Public Schools and the Towns in our viewing area are not considered political advocacy programming. Programs submitted by these two entities and their departments and commissions are considered official communication from the Town about Town and School business and are not subject to the restrictions of political programming.

3.9. PRODUCER'S & VSCTV PROGRAM RIGHTS

3.9.1 PRODUCERS RIGHTS

3.9.1.1. Producers do not relinquish any ownership or rights toward their productions by submitting them to VSCTV for broadcasting. They grant VSCTV only the limited right to broadcast the production.

3.9.1.2. VSCTV may use a small portion (less than 5 minutes) in a sampler program to illustrate the types of programs broadcast on VSCTV.

3.9.1.3. VSCTV will not make copies of a producer's program for a third party without prior permission of the Producer. Duplication services may be purchased from VSCTV.

3.9.2 VSCTV RIGHTS

VSCTV reserves the right to:

3.9.2.1. Waive certain promotional policy prohibitions when its Board of Directors, in its sole discretion, determines that educational, information or other aspects of the discussion outweigh the promotional aspects of the program. Issues and questions will be addressed on a case-by-case basis.

3.9.2.2. Retain an edited master of a program.

3.9.2.3. Cablecast the program as often as is deemed appropriate and on any of its affiliated cable systems as schedule time is available.

3.9.2.4. Exercise the option of erasing or deleting a program after cablecast and has no obligation to keep an archive of a program.

3.9.2.5 VSCTV will own programs produced by VSCTV staff. When VSCTV staff produces a program, even with the assistance of volunteer or staff crew, it is considered to be Local Origination Programming and copyright ownership is held entirely by VSCTV.

4. BROADCASTING

4.1. PROCEDURES FOR BROADCASTING

4.1.1. A completed, current "Access User Agreement" is required for each program submitted to VSCTV except as waived by vote of the VSCTV Board of Directors.

4.1.2. Each User Access Agreement must be signed by an adult (18 years or older) who is a resident of the nine-town franchise area or is employed by a business in the nine-town Clinton franchise area. This person is known as the Sponsor.

4.1.3. VSCTV reserves the right to verify that a Sponsor is a resident of or works in the nine-town franchise area before broadcasting a program. A Sponsor may be asked to provide proof of residence or employment in the nine-town franchise area.

4.1.4. Any changes to the Access User Agreement must be approved by a vote of the VSCTV Board of Directors.

4.2. RULES FOR BROADCASTING ON VSCTV CHANNELS

VSCTV broadcasts the programs received in the order received for a reasonable period of time, subject to the provisions below.

4.2.1. VSCTV does not exercise editorial control over such programs except that we may refuse to broadcast programming that is obscene or otherwise prohibited by

applicable state and federal law or is deemed by VSCTV, at its sole discretion, to be in violation of VSCTV's program content rules as defined in section 3.4.

4.2.2. VSCTV reserves the right to remove a program from its broadcast schedule if, in the opinion of VSCTV's Public Access Coordinator or a member of VSCTV's Board of Directors, the program violates any VSCTV policy. In this event, the questions regarding the program's compliance with VSCTV's policies will be reviewed by VSCTV's Board of Directors. VSCTV may, at its sole discretion, elect to broadcast the program at another time if the Board of Directors concludes the program complies with VSCTV's policies.

4.2.3. VSCTV reserves the right to broadcast only programs that meet minimum technical standards. (See section 4.5)

4.2.4. VSCTV will broadcast programs as space allows using the following priorities:

4.2.4.1. Programs, both new and repeat, created by a person who is a resident of the nine-town franchise area or employed by a business in the nine-town franchise area will be given priority over other programs. First Priority will go to new VSCTV-produced programming. Second priority will go to repeat VSCTV-produced programming.

4.2.4.2. Programs produced outside of VSCTV will be accommodated as space allows after new and repeat VSCTV produced programming has been considered. New programming produced outside of the VSCTV region will be considered before repeat programming produced outside of the VSCTV region.

4.2.4.3. Time-sensitive programs, both VSCTV produced and external, will be given priority over programs that can be broadcast at any time. Broadcasting of such is at the discretion of VSCTV staff and the Board of Directors.

4.2.4.4. VSCTV is under no obligation to re-broadcast programs that have already aired including repeat submissions of the same program. Repeat submissions will be

accommodated when possible based on time availability within a scheduling period.

- 4.2.4.5. VSCTV is under no obligation to broadcast a program more than once.
- 4.2.5. Sponsors may request that their programs be broadcast only during nighttime hours.
- 4.2.6. VSCTV reserves the right to schedule programs only during nighttime hours (after 10:00 PM) if the program contains language that is considered to be profane and/or content that VSCTV deems to be unsuitable for viewing by children.
- 4.2.7. VSCTV reserves the right to remove all political advocacy programs up to 72 hours before an election or referendum.
- 4.2.8. VSCTV may refuse to broadcast programs that are considered to be a duplicate copy of a program submitted by another person or submitted by the same person using a different title. VSCTV reserves the right to decide whether a program is considered to be a duplicate of another program.
- 4.2.9. Looping - Programs containing duplicated or repeated segments (program segments that are duplicated to repeat multiple times in succession) are discouraged in the spirit of fairness with program scheduling and airings. VSCTV may, at the scheduler's discretion, limit the playing time of such programs to 60 minutes even if the total program length is longer.

4.3 Scheduling Channel Time

Channel time is provided on a first-come, first-served, nondiscriminatory basis to any Producer or Program Sponsor filing a request, in accordance with operating rules. It should be understood, however, that since this is a shared resource, specific channel time requests cannot always be guaranteed. Once a time slot is approved by VSCTV it cannot be challenged by another access user for 13 weeks. The 13 week quarters begin on the first day of January, April, July, and October.

- 4.3.1. Requests for channel time shall be processed on a fair and equitable basis, subject to the availability of cablecasting equipment and channel time.
- 4.3.2. Channel time scheduling requests should be submitted at least eight weeks prior to the start of a new quarter. This rule may be waived at the discretion of staff if the desired time slot is available.
- 4.3.3. A Channel Request Form must be filled out before any program is cablecast. Approval by the Access Coordinator is required.
- 4.3.4. If scheduling and equipment allows, programming may be repeated. First-run programs have priority. Additional local restrictions on repeat programming may apply.
- 4.3.5. Requests for consistent time slots: Program series will be allocated at the discretion of the staff and may receive priority scheduling over programs airing one time, provided ample time remains available for other programming requests and keeping the following conditions in mind:
 - a. Channel Request Form has been signed.
 - b. Producer / Program Sponsor has new material on a consistent basis.
 - c. Studio productions have a trained crew.
 - d. Producer / Program Sponsor has completed two taped programs or has successfully scheduled two "live" programs in the proposed series.
- 4.3.6. If a series Producer / Program Sponsor regularly fails to have a program ready for the scheduled cablecast, the staff may assign the time slot to other Producers / Program Sponsors.
- 4.3.7. Except for live and series programming, channel time will generally not be scheduled until a program is complete and all the information pertaining to the program is supplied to the staff for scheduling.
- 4.3.8. VSCTV reserves the right to make scheduling changes without notice due to special events/programming or technical difficulties.

4.3.9. Any scheduling conflicts will be resolved by a vote of the VSCTV board of directors.

4.3. PROGRAM STANDARDS

4.3.1. The content of each program submitted to VSCTV is exclusively the responsibility of the Producer and/or the Sponsor.

4.3.2. Program standards are contained on the back of the Access User Agreement.

4.3.3. The signer of a Access User Agreement represents that he or she has met all of the terms and conditions described on the back of the Access User Agreement.

4.4. MINIMUM TECHNICAL STANDARDS

4.4.1. Programs must be in the media formats which VSCTV designates.

4.4.2. Each program must contain only the show submitted. Programs containing any other extraneous program material may be rejected.

4.4.3. Programs submitted must have a stable enough signal to play continuously in VSCTV's program players.

4.4.4. Programs submitted must be clearly labeled with the title, the run time (the duration) of the program, the Producer's name and the program date.

5. FACILITIES AND EQUIPMENT

5.1. GENERAL

5.1.1. All VSCTV equipment and facilities are for the purpose of producing content that will be broadcast on VSCTV. All content produced with VSCTV property must air on one of VSCTV's channels.

- 5.1.2. VSCTV facilities and equipment are provided free of charge for the use of persons residing or working in the nine-town franchise area, to be used to produce noncommercial programs for broadcast on VSCTV.
- 5.1.3. VSCTV equipment may be used by individuals or entities hired or designated by the nine-town franchise area for the express purpose of recording and broadcasting the proceedings, meetings and activities of town government.
- 5.1.4. VSCTV does not provide for the use of community access facilities, equipment or support services for any purpose other than the production and broadcast of community access programming. Neither the equipment nor the services available through VSCTV community access are intended for personal use, for commercial gain, or in direct competition with local businesses that offer production services or video equipment rental to the public as their livelihood.
- 5.1.5.. Facilities and equipment users may not make any alterations or modify or rewire those facilities and equipment without express permission from an officer of VSCTV.
- 5.1.6. Producers are personally responsible for any charges to repair or replace equipment that is lost or damaged, beyond that which is considered normal wear and tear.

5.2. USE OF EQUIPMENT OR FACILITIES BY MINORS

- 5.2.1. Minors may use VSCTV equipment and facilities unattended by an adult only if a parent or guardian of the minor access user has completed the Access User Agreement.
 - 5.2.1.1. VSCTV shall be indemnified and held harmless for any injuries that occur during use by minors.
 - 5.2.1.2. The parent or guardian shall be held personally responsible for any damage that occurs during use by the minors.
 - 5.2.1.3. The parent or guardian is required to provide signed release forms that cover any and all minors involved in the production and their permission to be shown on television.

5.3. RESERVING THE PRODUCTION FACILITIES AND/OR EQUIPMENT

- 5.3.1. The scheduling of VSCTV facilities and equipment is on a first-come, first-served non-discriminatory basis. There are no regular time slots for use of the facilities and equipment.
- 5.3.2. Equipment and facilities may be reserved no more than 60 days prior to the date of use, to ensure availability of equipment on a first-come, first-served non-discriminatory basis.
- 5.3.3. Users are requested to give at least 48 hours notice of cancellation for reserved facilities and equipment.
- 5.3.4. An equipment user is personally responsible for the safe return of all equipment to VSCTV on-time as agreed to on the equipment form. Equipment that is not returned on-time as agreed to on the equipment form is subject to a \$25 per day late fee.
- 5.3.5. An equipment form must be completed before any equipment is borrowed.

5.4. PORTABLE EQUIPMENT

- 5.4.1. Individuals who can demonstrate a minimal knowledge of equipment usage will be allowed to take out equipment as determined by the Public Access Coordinator.
- 5.4.2. Each equipment user must complete the usage form and agree to obey all VSCTV Policies and Procedures before taking out the equipment
- 5.4.3. Users are responsible for returning equipment in the same condition as when signed out. Users agree to be personally liable for the cost of repairs or replacement at full market value if VSCTV determines that the equipment was damaged by misuse.

5.5. FACILITIES – STUDIO

- 5.5.1. Individuals who can demonstrate a minimal knowledge of equipment usage will be allowed to use the Production Studio as determined by the Public Access Coordinator.
- 5.5.2. Producers are responsible for providing a director and production crew.
- 5.5.3. When the nature of studio productions requires some specialized wiring and configuration, producers are expected to restore the studio to its prior condition after production is complete. Specialized wiring and/or configuration must be done under the supervision of VSCTV staff.

5.6. FACILITIES – EDITING SUITES

- 5.6.1. Individuals who can demonstrate a minimal knowledge of equipment usage will be allowed to use the Editing Suites as determined by the Public Access Coordinator
- 5.6.2. Users are expected to leave the suites in an orderly and functional condition.
- 5.6.3. Users are expected to refrain from leaving partially completed projects for extended periods of time. VSCTV will periodically perform maintenance of the editing computers and reserves the right to remove content left for more than 3 months, if there has been no communication from the producer as to the status of the project.

6. VSCTV BULLETIN BOARD

- 6.1 Bulletin board announcements must be submitted to VSCTV via VSCTV's bulletin board form or VSCTV's approved electronic formats.
- 6.2 Bulletin board announcements will be placed on VSCTV's bulletin board for any documented non-profit organization and/or local government agency in the nine-town franchise area. VSCTV will not post an announcement for a private citizen or any commercial, for-profit entity unless approved by VSCTV's Board of Directors.
- 6.3 VSCTV may, at its discretion, limit the number of bulletin board pages (slides) submitted by each entity making the submission.

- 6.4 VSCTV may elect to limit the airing of, or not broadcast, any repeat announcements.
- 6.5 The content of a submission should be limited to as few words as possible to describe what, who, why, where and when the announcement pertains to.
- 6.6 Bulletin board announcements will be limited to the announcement of future events. VSCTV will make its best effort to post such event announcements two weeks prior to the event. In special circumstances, VSCTV may elect to post event announcements earlier than two weeks prior to the event.
- 6.7 Once the event date has passed, VSCTV will remove the announcement.
- 6.8 Bulletin Board content expressing appreciation for a past event (for example: thanking the community for support) will not be posted by VSCTV.
- 6.9 Bulletin Board content endorsing a political candidate, party or a point of view (for example: support the budget) will not be posted by VSCTV.
- 6.10 Documented non-profit organizations and valid government entities may submit announcements for the sale of goods or services (for example: Rotary's Lobsterfest, Rotary Rose Sale, Chamber of Commerce Ornament sale, etc.).

7. MISCELLANEOUS

- 7.1. All users of VSCTV equipment or facilities are expected to act courteously and cooperatively at all times.
- 7.2. Any trash generated by producers including food, beverages, or other sources must be removed from the studio upon exiting.
- 7.3. There is no smoking in any VSCTV facilities.
- 7.4. No alcoholic beverages or illegal drugs are allowed.

8. RECORD KEEPING

- 8.1. VSCTV maintains logs of usage for loaned equipment, use of the studio and editing suites, programs broadcast and individuals trained.
- 8.2. At a minimum, these logs contain all of the information required by the Public Utilities Regulatory Authority (PURA) in its annual reporting process.
- 8.3. In addition, VSCTV keeps a record of all Board of Directors meeting minutes and Treasurer's Reports.
- 8.4. Any citizen of the nine-town franchise area or anyone who works in the nine-town franchise area may examine any of VSCTV's records upon written request.
- 8.5. Anyone using VSCTV equipment or facilities agrees to allow VSCTV to provide access to the records and logs of VSCTV to appropriate persons and agencies.
- 8.6. Anyone using VSCTV equipment or facilities agrees to fill in the appropriate logs.

9. VIOLATIONS AND PENALTIES

- 9.1. VSCTV reserves the right to restrict access to anyone who violates VSCTV Policies and Procedures. VSCTV may issue warnings, suspend access rights or take any other action deemed appropriate by a majority of the Board of Directors.
- 9.2. **Major Violations:**
 - 9.2.1. Major violations will result in an immediate suspension of privileges for a duration determined by the Board of Directors.
 - 9.2.2. Major violations include but are not limited to:
 - 9.2.2.1. Commercial or profit-making use of equipment or facilities.
 - 9.2.2.2. Misrepresentation of a user as an agent of VSCTV.

- 9.2.2.3. Falsifying forms in any way, including changing the name of a program that was previously broadcast or submitting a duplicate copy of a program using a different title.
- 9.2.2.4. Use of equipment or facilities without permission.
- 9.2.2.5. Abuse of equipment.
- 9.2.2.6. Use of equipment or facilities while under the influence of alcohol or drugs.
- 9.2.2.7. Possession of a firearm on VSCTV property.
- 9.2.2.8. Abuse of VSCTV staff or other access users.

9.3 **Minor Violations:**

9.2.3. Minor violations will result in warnings or suspensions as determined by the Board of Directors.

9.2.4. Minor violations include, but are not limited to:

- 9.2.4.1. Failure to clean up the facilities.
- 9.2.4.2. Late return of equipment.
- 9.2.4.3. Repeated minor violations may be considered a major violation at the discretion of the Board of Directors.

10. RESERVATION OF RIGHTS

- 10.1. VSCTV Board of Directors expressly reserves all rights to alter, adjust, modify, change, delete or substitute, and to implement and enforce these rules and policies.