

**VILLAGE OF RYE BROOK PUBLIC ACCESS TELEVISION  
RBPA ACCESS USER AGREEMENT**

**USER NAME:** \_\_\_\_\_

**USER ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**USER PHONE:** \_\_\_\_\_

**USER E-MAIL:** \_\_\_\_\_

**PROGRAM TITLE:** \_\_\_\_\_

**LOCALLY PRODUCED:** \_\_\_ YES  
\_\_\_ NO (If No, the following information is required):

Local Sponsor Name: \_\_\_\_\_

Legal Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**PROGRAM LENGTH:** \_\_\_\_\_

**REQUESTED CABLECAST DATE AND TIME:** \_\_\_\_\_

(Note: Final cablecast schedule is at the discretion of the PAC)

**PROGRAM DESCRIPTION:**

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

**I, the undersigned warrant and represent to the Village of Rye Brook Public Access (RBPA), that the above program contains none of the following:**

1. Any material which violates state or federal law relating to obscenity
2. Any material which is libelous, slanderous, or unlawful invasion of privacy
3. Any lottery information, advertising, or material which promotes any commercial product or service
4. Any material which violates copyright law
5. Any material contrary to local, state, or federal laws or regulations
6. Any material which appeals for funds (may not apply to some 501c 3 not-for profit organizations.
7. Any material contrary to RBPA's rules and procedures

These warranties and representations are made by me in order that this (these) program(s) be cablecast free of charge on the Village of Rye Brook's Public Access Channel. I agree to further indemnify and save harmless RBPA, the RBPA staff, the PAC, the Village of Rye Brook Advisory Commission on Telecommunications, the Village of Rye Brook Board of Trustees, and Cablevision, Inc. and any of their employees, officers, Boards of Directors, or stockholders, from any and all claims, demands, damages or other liabilities or any kind, directly or indirectly, arising from or relating to the cablecasting of the program(s) submitted by me whether or not the program(s) have been reviewed by RBPA prior to cablecast. I further agree to pay or reimburse RBPA, the Village of Rye Brook, and/or Cablevision, Inc. and its parent or successor companies, all legal fees and expenses incurred in connection with any legal claim or proceeding concerning the cablecast of this (these) program(s), as such legal fees and expenses arise. I am aware that section 639 of the Federal Communications Policy Act of 1994 provides that "Whoever transmits over any cable system any matter which is obscene or otherwise unprotected by the Constitution of the United States shall be fined not more than \$10,000 or imprisoned not more than 2 years, or both".

Further, I have read and understand the requirements contained in the RBPA Public Access Guidelines, and agree to comply with them.

SIGNATURE OF ACCESS USER OR AGENT THEREOF:

\_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE OF LOCAL SPONSOR:

\_\_\_\_\_ DATE: \_\_\_\_\_

- Programs must be delivered to the PAC at least five (5) business days before the requested cablecast date and time.
- Proof of residency, employment, or membership in an organization, in the Village of Rye Brook may be required for User Access.
- RBPA reserves the right to maintain a copy of the program(s) covered by this agreement.