



6093 Flemings Lake Road  
Clarkston, MI 48346  
248-623-3661

**CHARTER TOWNSHIP OF INDEPENDENCE  
PUBLIC, EDUCATIONAL, AND GOVERNMENT CHANNEL  
USER AGREEMENT**

In consideration for the use of and access to Independence Township's Public, Educational, and Governmental Channel ("PEG Channels"), which is located at Independence Television at 6093 Flemings Lake Road, Clarkston, Michigan 48346, I agree to the following:

1. I am responsible for the content of program material to be recorded and/or distributed by me through Independence Television facilities. I agree that such programming shall not include:
  - a. Any obscene or profane material.
  - b. Any lottery or lottery information.
  - c. Any advertising.
  - d. Any direct or indirect solicitation of money.
  - e. Any material which constitutes libel, slander, invasion of privacy or publicity rights, violation of trademark or copyright, or which might violate any local, state, or federal law.
2. I agree to abide by all Township ordinances, policies, and rules relating or in any way applicable to my use of the Independence Television Facilities, equipment and PEG Channels.
3. I am responsible for obtaining any and all approvals, clearances, licenses, etc. that might be necessary for the cablecast of this program from including, but not limited to: broadcast stations, networks, sponsors, music and film licensing organizations, performers, representatives, authors, composers, and all other license or copyright holders for any content contained within the program.
4. I understand that I accept full responsibility for all liabilities arising from the illegal use of licensed and/or copyrighted materials.
5. I understand that the PEG Channel may refuse to broadcast my program until I have provided sufficient proof that the copyright holder has agreed to allow the user to broadcast the copyrighted material.
6. I agree to indemnify and hold harmless Independence Township, its employees, officers, successors, and assigns from any and all claims and causes of action arising out of my use of and access to the PEG Channels, including the payment of any and all damages awarded as a result thereof and the payment of legal costs including actual attorney fees incurred by them or any third party.



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7. I shall not use the PEG Channels' equipment or facilities for private gain or commercial purposes.
8. I understand that I may be liable for the costs of any repair or replacement of equipment or materials resulting from damage beyond reasonable wear and tear through normal use while such equipment or materials are in my possession or control. I also indemnify Independence Township against any damage or liability incurred while using the equipment.
9. Independence Township's non-enforcement of a provision in this Agreement shall not constitute or be deemed a waiver of the provision or Township consent to the violation. The failure or delay of the Township to enforce any provision of this agreement will not prevent the Township from enforcing a provision at a later date.
10. I understand that false or misleading information furnished below by me in this document constitutes grounds for forfeiture of the right to use the PEG Channels' production equipment and facilities.

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Applicant's Name

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Street Address

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City, State, and Zip Code

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Home Phone# Work Phone# Cell Phone#

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Signature of Applicant (If under 18, must be signed by a parent or legal guardian).