



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

## **INDEPENDENCE TELEVISION POLICIES**

Independence Television makes facilities and equipment available to residents of the franchise area (“Users”) for the sole purpose of creating and presenting programs on the public access channels or on the web. Independence Television provides tools, training, and delivery to individuals and groups representing the diverse interests in the community. The Independence Television policies are to ensure equitable distribution and use of these resources.

### **1. Eligibility and Exceptions:**

- a. All Independence Television participants must be residents of the franchise area. Residents under 18 years of age must be accompanied by a parent or legal guardian who meets all of the following requirements:
  - i. Attends the orientation class; and
  - ii. Signs all applicable Independence Television forms; and
  - iii. Accepts full responsibility for the use of the equipment.
- b. Exceptions to the residency requirements may be made for participants working on behalf of a non-profit institution serving the residents in our franchise area. Any other exception will be determined on a case-by-case basis by the Independence Television Station Manager or the designee of the Station Manager. If an individual seeks an exception to the residency requirement, he or she may submit a formal request to the Television Station Manager (“Manager”). The Station Manager shall have thirty (30) days from receipt of the request to approve the request; deny the request; or approve the request with conditions. If the requester receives no response from the Station Manager within thirty (30) days, it shall constitute a denial. The determination by the Television Station Manager shall be appealable to the Video Center Board. An appeal of a decision by the Station Manager must be submitted to the Board within thirty (30) days of receipt of the determination by the Station Manager. Any decision rendered by the Video Center Board shall be considered final.
- c. Participants will have two months from shooting to editing to complete a program. No new program production will be permitted until a previous program is submitted for cablecast. Exceptions may be made for programs requiring extended shooting, subject to written approval by the Station Manager. A producer may turn in work media to erasure rather than submit a completed program to be able to begin a new project.

- d. Independence Television facilities may be reserved on a first come, first serve basis. Independence Television equipment shall only be used for the production of Independence Television programs.

## **2. Training and Certification:**

- a. To become a certified access User, applicants must successfully complete ITV orientation. ITV also recommends that User's take additional classes provided by ITV staff whenever possible.
- b. Applicants who have received training at another facility may have Independence Television certification training waived at the discretion of the Independence Television Station Manager or the designee of the Station Manager.
- c. Registration for courses may be made by phone, email or in person. All participants must begin with an Independence Television orientation.
- d. Class Capacity: Maximum class capacity for the video production courses is determined by the Station Manager.
- e. Priority: If the number of registrations for any workshop exceeds the maximum, priority will be given in this order:
  - i. Franchise area residents.
  - ii. Non-residents who work on behalf of a non-profit organization serving the franchise area.
  - iii. Other.
- f. It is the producer's responsibility to ensure all contact information is up to date and notify staff if they need additional training.
- g. A copy of the Independence Television policies must be signed by all Certified Access Users.

## **3. Facilities and Equipment Use:**

- a. Purpose: Public access facilities and equipment are to be used by Certified Access Users to produce programs for cable cast and web streaming by Independence Television. Equipment is to be used for that sole purpose.
- b. Facility Hours: The Independence Television studio hours are to be determined at a future date and posted by the Station Manager.
- c. Reservations are taken on a first come, first served basis. Reservations for studio and/or editing time outside of regular hours must be made at least 48 hours in advance through the Station Manager or designee.

d. **Scheduled Time/Forfeiture:**

- i. **Field Production Equipment:** Portable cameras and equipment must be returned within 48 hours of check out unless special arrangements are made in writing prior to checkout and/or the checkout date falls on a Thursday or Friday. For example, if equipment is taken on Monday evening, it is to be returned on Wednesday evening. However, if equipment is taken on Thursday or Friday, it is to be returned on Monday. If equipment is repeatedly turned in late, all privileges for studio and/or equipment use can be revoked or limited at the discretion of the Station Manager.
  - ii. **Studio Space and Equipment:** Studio time is to be scheduled in three-hour blocks, unless prior arrangements have been made with the Station Manager. Set-up, recording, and cleanup shall be completed within the three-hour time limit. A studio reservation will be forfeited if the producer is late by one hour or more, without notice. Producers are encouraged to recruit his/her production crew from those individuals who are certified by Independence Television in studio production.
  - iii. **Editing:** Editing time is scheduled in three-hour blocks. Independence Television users may book up to three editing blocks per week. An editing reservation may be forfeited if the user is one hour late without notice.
- e. Work in progress on an Independence Television hard drive must be completed within two months unless an alternative arrangement has been approved by the Station. Projects idle for three months or more shall be removed from the hard drive.
- f. Completed projects shall be removed from the hard drive following playback on the channel.

**4. Recording Media:**

Recording media is provided by Independence Television. Media to be edited at Independence Television will remain at Independence Television while work is in progress and will be recycled upon completion of a project. Users may check out recording media for up to 14 days to edit outside of Independence Television. Users may provide their own media at their own cost. Media owned by Independence Television shall be erased and/or recycled in accordance with the following schedule:

- a. Works-in-progress media sitting idle for six months or more shall be recycled. The amount of media being held as works in progress may be limited at the discretion of the Station Manager.
- b. Program media and unedited work media shall be erased after 30 days from the final cablecast or shooting unless arrangements are made with the Station Manager.

**5. User Responsibility:**

- a. Independence Television users are responsible for the proper use and return of Independence Television equipment and facilities. The cost of repair or replacement of any damaged or lost Independence Television property due to negligence, or willful or

reckless conduct, as determined by the Independence Television Station Manager, will be charged to the person to whom the equipment or studio was checked out.

- b. Independence Television users are responsible for the safety of their crew and the public for field productions. Equipment must be placed in a safe area and cables must be covered and secured across walkways.
- c. An Independence Television user may not represent herself/himself as an employee of, representative of or a producer for Independence Television, but only as an independent producer permitted to access Independence Television production equipment and facilities.
- d. Independence Television users must not accept money, barter or material exchange for work done with the Independence Television equipment.
- e. To provide a safe, secure, and pleasant environment, the following are prohibited at all times within the Independence Television facility:
  - i. Smoking.
  - ii. Food and/or drink outside designated areas.
  - iii. Obscene or offensive clothing and/or language.
  - iv. Alcohol or illegal substances.
  - v. Disorderly or disruptive behavior.
  - vi. Pets, other than service animals, or those serving as talent.
  - vii. Distribution of literature or items for sale.
  - viii. Solicitation of signatures.
  - ix. Conducting surveys.
  - x. Clarkston Community Schools
  - xi. Any act which could result in physical harm to persons or damage to property.
  - xii. Any act prohibited by local, State or federal law.

## **6. Programs and Playbacks:**

- a. Initial Cablecast: The first public showing of programs produced at the Independence Television facility or with Independence Television equipment must be on an Independence Television channel or otherwise agreed to or specified by the Station Manager or designee.
- b. Cablecast Submission Requirements:
  - i. All programs submitted for cablecast must be properly identified with the producer's name, total running time, name of program or title, and submitted in tandem with an Independence Television User agreement form.
  - ii. Programs produced using Independence Television facilities and/or equipment must include at least one of the following statements: "Equipment and Facilities provided by Independence Television"; "Produced by Independence Television"; "Produced with Independence Television"; and/or an Independence Television Logo; and/ or "The views expressed in this content do not necessarily reflect the

views of Independence Television". The Station Manager shall make the final determination regarding which phrase is appropriate. The year of production shall be included either in the end credits or the opening title.

c. Cablecast Request:

- i. Program media shall be submitted to the Station Manager at least two business days prior to the playback or air date.
- ii. Programs will be scheduled in the order received and may not necessarily be aired the week they are submitted or the week thereafter. Only completed programs that are properly labeled and submitted with a completed Independence Television User Agreement form shall be considered for cablecast.
- iii. Independence Television Certified Users or residents may request or "sponsor" programming produced outside the franchise area. Each program must be accompanied by a signed and completed Independence Television User Agreement form. Sponsored programs must adhere to the same rules and standards as Independence Television produced programs.

d. Series:

- i. Series programming shall be assigned a regular time slot after two programs are completed. Although every effort will be made to accommodate requests for specific time slots, series will be assigned a time slot at the discretion of the Station Manager.
- ii. A series may lose its designated time slot if the program is not continued or regularly aired.

**7. Underwriting and Program Sponsorship:**

- a. Commercial advertising is prohibited on the public access channel. Using PBS standards as a model acknowledgment of corporate or business support can be presented only at the beginning and/or end of each program (unless otherwise determined by the Station Manager).
- b. Sponsorships may only be funded by a Michigan registered corporation or business entity.
- c. No call to action, or statement of judgment (i.e. "best," "tastiest," etc.) may be included.
- d. Underwriting information must be documented with ITV's approved Underwriting form. All underwriting donations shall be allocated as follows: fifty percent (50%) shall go to the ITV budget and fifty percent (50%) shall go towards a media-based scholarship for high school students interested in a media related field.
- e. ITV management (or the Video Center Board at its discretion, shall reserve the right to approve or disapprove of any funding proposals using the Independence Television name or including the use of ITV resources. Such proposals must be cleared through ITV prior to submission.

- f. No commercial advertising or solicitation of funds of any kind shall be allowed in programs on ITV (including non-profit or charitable purposes).
- g. An underwriting credit may include an underwriter's address, phone number, hours of operation, web page URL or email address. The underwriter's official slogan or jingle may be included with approval by the Station Manager.
- h. ITV, the Independence Television Video Center Board, and the Independence Township Board of Trustees shall not incur any liability for disputes between underwriters and ITV members.

**8. Standards:**

- a. Programming must meet technical standards and must not contain Commercial Content or content which solicits money directly or indirectly for any business or organization.
- b. Single Showing Policy: Any material broadcast may, at the station's discretion, be shown only once and at such time as determined by the Independence Television Station Manager. ITV shall use its best efforts to provide time and placement for similarly situated users' programs and ensure such programs are treated in a substantially equivalent manner from the time of the request to cablecast. Substantially equivalent Program material should be locally produced (or sponsored if from a neighboring community) and meet the Independence Television standards.
- c. Programming should be specifically relevant to the franchise area.
- d. The station reserves the right to "bank" programming for use at a future date.
- e. Independence Television may, at the discretion of the Independence Television Station Manager, choose to broadcast non-locally produced programming of a public service nature or public interest (e.g. IRS Income Tax information, Governor's Report, Oakland County Parks, Red Cross, U.S. Government, etc.).
- f. Independence Television reserves the right to pre-screen programming to determine whether it meets station guidelines and these standards.
- g. The station reserves the right to prohibit a person or group from future use of its facilities for cause. Cause shall include but is not limited to unacceptable behavior on station premises, improper use of station facilities and equipment, refusal or failure to comply with Independence Television rules and guidelines, etc.
- h. Independence Television reserves the right to revise or amend these policies as it deems necessary.

## **9. Producer Responsibility:**

- a. Producers are responsible for the content of their programs. Producers are responsible for securing copyright clearance in writing for any media they do not own. Producers are also responsible for obtaining release forms from individuals appearing in their programs.
- b. Producers/sponsors assume complete responsibility to obtain the copy(s) of any recorded material prior to it being recycled.
- c. Recycling: Master recording materials will be recycled after two months. Recording media used to acquire footage will be recycled upon return. It is the producer's responsibility to obtain the copy of any recorded material before it is recycled. The Independence Television Station Manager will make a reasonable attempt to contact a user prior to recycling media.
- d. Program Dubs: Producers who produce a program at Independence Television or with Independence Television equipment may request one copy of their program at no cost. Additional copies may be purchased at a price set by the Station Manager. Recording media for Independence Television dubs will be supplied by Independence Television.

## **10. Grievance Procedures:**

- a. Non-compliance with these policies as stated, and they may be amended from time to time, may result in temporary or permanent loss of privileges.
- b. An Independence Television user who feels that they have been treated unfairly by the Independence Television staff should first submit a letter formally addressed to the Television Station Manager addressing the issue. The Television Station Manager shall have thirty (30) days to respond via a written determination letter. In the event a user finds the determination letter by the Manager to be unsatisfactory, it may appeal the decision or opinion by submitting a written communication to the Independence Television Video Center Board at 6093 Fleming Lake Road, Clarkston, Michigan 48346. The Board shall offer the user an opportunity to be heard and will render a decision. Any decision rendered by the Television Board Center shall be considered a final determination.

# Underwriting

*To accompany the Application for Cablecast and Statement of Compliance when appropriate*

Commercial advertising is prohibited on the access channels. Acknowledgement of corporate or business support can be presented only at the beginning and/or end of each program (unless otherwise specified).

No call to action, or statement of judgment (i.e. "best," "tastiest," etc.) may be included, some acceptable examples include:

*"This program is/was made possible (in part) by (a grant from) . . . "*

*"Funding for this program was provided (in part) by. . ."*

*"This program is/was underwritten (in part) by . . ."*

Underwriting information must be documented with an Underwriting Form, all underwriting donations will have a 50/50 split meaning that fifty percent will go to the ITV budget and fifty percent will go towards a media-based scholarship for high school students interested in a media-related field.

ITV management (or Video Center Board if deemed necessary) reserves the right to approve or disapprove of any funding proposals using the ITV name, or including the use of Independence Television resources. Such proposals must be approved through ITV in advance.

No commercial advertising or solicitations of funds of any kind are allowed in programs on ITV (not even for non-profit or charitable purposes).

An underwriting credit may include an underwriter's official slogan or jingle, and give their address, phone number, hours of operation, web page URL, or e-mail address.

ITV and Independence Television Video Center Board accepts no liability for any disputes between underwriters and ITV members.



# Underwriting Form

Company/ Person: \_\_\_\_\_

Underwriting/ Donation Amount: \_\_\_\_\_

Production Name: \_\_\_\_\_

List below the EXACT TEXT and or any other specifications of underwriting credits as they appear in your program. Also state what specific services the underwriter provided. Use a separate sheet if necessary.

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Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature \_\_\_\_\_

Approved by (Internal Use): \_\_\_\_\_



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I, \_\_\_\_\_  
(Print Name)

acknowledge that I have received a copy of the Independence Television Policies and agree to abide by them.

**X** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)



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**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.
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.



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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.

Applicant's Name \_\_\_\_\_ Date \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, and Zip Code \_\_\_\_\_

Home Phone# Work Phone# Cell Phone# \_\_\_\_\_

Program / Series Title \_\_\_\_\_

Estimated Length \_\_\_\_\_ Is this program part of a regular series? Yes or No

Suggested Cablecast Date/Time \_\_\_\_\_  
*The Station Manager will determine the actual air date and time.*

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