

Ho'ike: Kaua'i Community Television, Inc.

Program Submission Form

Date Submitted: _____

Program Title: _____

Program Series: _____ Yes _____ No

Subject Category:

_____ Arts/Entertainment _____ Community Svc _____ Issue Oriented
_____ Spiritual/Inspirational _____ Sports _____ Health/Well Being

Program Origin:

_____ Ho'ike _____ Kaua'i _____ State _____ Out of State

Recording Format:

_____ Telvue Connect _____ DVD

Earliest Air Date: _____ Latest Air Date: _____

Do you want this show available for Video on Demand on the Ho'ike website? _____ Yes _____ No

Brief Description of Program:

Does this program contain any adult subject matter that should be shown after 10 pm? _____ Yes _____ No

Cablecast Agreement:

I am thoroughly familiar with the content of the program submitted for cablecast and agree that it complies with applicable Federal and State statutes and regulations with regard to cable programming. The program I have submitted for transmission does not contain any of the following materials: obscenity, intent to defraud the viewer or to obtain money, be false or fraudulent pretense; concerns any lottery, gift enterprise or similar schemes offering prizes dependent upon chance, invade the privacy of a private citizen, is libelous or slanderous, violates any copy right or trademark of any third party; contains any direct appeal for funds, support or property of value; makes any reference to any business service or product for which economic consideration was received; and/or is designed or intended to promote the sale of commercial products, trade or service.

I have obtained all approvals, clearances, Licenses, etc. for the use of any program material that I am submitting for cablecast. This includes, but not limited to, approvals by broadcast stations, networks, sponsors, music licensing organizations, copyright owners, representatives for performers, all persons appearing in or referred to in the program material, and any other approvals that may be necessary to transmit the program material over Ho'ike cable access channels(s).

I agree to indemnify and hold harmless the State of Hawaii, Oceanic-Time Warner Corp, Ho'ike: Kaua'i Community Television, Inc. and their agents, employees and representatives from any and all liability and injury (including reasonable fees and costs incurred defending claims) arising from or in connection with: claims for failure to comply with any applicable laws, rules, regulations or other requirements of local, state, or federal authorities; claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright, claims for unauthorized use of trademark, trade name or service mark, for breach of contractual of other obligations owing to third parties by the producers/presenters (including union residuals or other payments for any purpose whatsoever), due to the utilization of Ho'ike's facilities and/or transmission services.

I recognize that Ho'ike's screening for technical standards of the program submitted by me does not constitute an approval by Ho'ike of content material nor a waiver of any of its' rights. I also understand that false or misleading statements made on this application are grounds for forfeiture of the privilege to use Ho'ike production equipment, facilities and access channels (s).

I have read and am thoroughly familiar with the rules and procedures for the use of Ho'ike transmission services and agree to abide by them. I hereby grant Ho'ike permission to reproduce and transmit the program at Ho'ike's discretion: a) if any portion of the program was created using Ho'ike production equipment or facilities, Ho'ike may air the program for a period of three years with unlimited scheduling; b) if the program was not created with Ho'ike production facilities, Ho'ike may air the program for one month with unlimited scheduling.

Any damages or loss to the program matter submitted by me, even if due to negligence or other fault of Ho'ike, its' agents, employees, representatives and facilities, will only entitle me to a like amount of blank DVD or other device. Except for such replacement, the acceptance of the recorded device is without warranty or liability and recovery for any incidental or consequential damages.

I have read and understand the above agreement:

Signature: _____

Print Name: _____ **Date:** _____

Phone: _____ **Day** _____ **Night**

Mailing Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Public Disclosure Information: (Required for Public inquiry/referral)

Producer: _____

Organization: _____

Mailing Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone: _____ **Day** _____ **Night**

Copyright Owner: _____

Phone: _____

**Mail To: Ho'ike:Kaua'i Community Television, Inc.
4318 Rice Street
Lihu'e, HI 96766**