

**WHITE PLAINS PUBLIC ACCESS CHANNELS PROGRAM  
PROVIDER AGREEMENT**

OPTIMUM (Altice) 76, VERIZON 45, INTERNET

Program Title: \_\_\_\_\_

Producer Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Facilities requested:  channel access  studio  equipment  editing

**Channel access is free with a White Plains community sponsor.  
Studio and equipment are available to White Plains Community members  
only, others will be charged a non-resident fee**

Program type:  non-series  series (this agreement covers entire series)

Produced in White Plains:  yes  no if "no" is checked the following  
information is required:

White Plains resident sponsor name:

\_\_\_\_\_

Legal address: \_\_\_\_\_

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

Channel time requested:  15 min.  30 min.  60 min.  other \_\_\_\_\_

Brief description of program:

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

Does the program contain material that may be deemed offensive to younger  
audiences?  yes  no (to determine playback time)

I, the undersigned warrant and represent to White Plains Cable Access TV that the above  
program submitted by me 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 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 501 ( c ) 3 not-for-profit organizations)
- 7 any material contrary to White Plains Community Media policies and procedures

These warranties and representations are made by me in order that this (these) program(s) be

cablecast free of charge on the City of White Plains cable access channel.

I have read and understand, and agree to abide by the White Plains Cable Access Channel Policies and Procedures including the following:

- 1 Programs must be delivered to the White Plains Access Studio at least one week prior to the cablecast date
- 2 Proof of residency, employment, or membership in an organization, in the City of White Plains is required for access.
- 3 White Plains Cable Access TV reserves the right to maintain a copy of the program(s) covered by this agreement for archival purposes
- 4 Producers/sponsors are responsible to notify White Plains Community Media of any changes in contact information. Failure to do so could result in a suspension of access/production privileges.
- 5 One new program must be provided each month to maintain a regularly programmed time slot on the public access channel.
- 6 All programs produced through White Plains Community Media facilities will be posted on the facility's website unless the producer requests otherwise.
- 7 A copy of White Plains Community Media rules and procedures is available upon request

Signature of producer/local sponsor: \_\_\_\_\_  
Date\_\_\_\_\_

### INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and between White Plains Community Media at 4 Martine Ave., White Plains, New York 10606 and \_\_\_\_\_ who resides at \_\_\_\_\_ (hereinafter referred to as the "Producer" or "Sponsor").

#### WITNESSETH:

**WHEREAS**, the Producer/sponsor wishes to use the White Plains Community Media facilities, equipment and channel time; and

**WHEREAS**, the Producer has represented to White Plains Community Media that based upon the Producer's experience, the Producer is a certified user of White Plains Cable Access TV's facilities and equipment (in the event that production facilities are needed); and

**WHEREAS**, the Producer/Sponsor as a condition to using White Plains Cable Access TV's facilities and equipment has agreed to indemnify and hold harmless those persons and entities as hereinafter set forth from any damages or liability that may arise as a result of the Producer's/Sponsors's use of the White Plains Community Media facility, equipment or channel

time;

**NOW THEREFORE**, in consideration of the covenants hereinafter contained and for other good and valuable consideration, the parties agree as follows:

### **FIRST: DEFENSE AND INDEMNIFICATION**

Except for the gross negligence of the City of White Plains, White Plains Community Media and the White Plains Cable Access Commission or their officers, agents, servants and volunteers, and as a condition of the use of White Plains Community Media's facilities, equipment, and channel time, the Producer and/or sponsor does hereby undertake and agree to at all times defend, indemnify, protect, save harmless and exempt the City of White Plains, White Plains Community Media and the White Plains Cable Access Commission, Cablevision of Southern Westchester, Inc., Verizon, NY Inc., as well as their officers, agents, servants and employees and their non-paid voluntary members (hereinafter collectively referred to as the "Indemnified Parties") from any and all liabilities, obligations, taxes, penalties, fines, claims, lawsuits, judgments, settlements, compromises, deficiencies, losses, costs, expenses and/or assessments including without limitation the costs of arbitration, litigation and reasonable attorneys' fees, consulting fees, expert witness fees, damages or charges arising out of claims, suits, arbitration proceedings, demands, causes of action, settlements or award of damages, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity (hereinafter collectively referred to as "Damages") which might be claimed now or in the future, which may arise out of or be caused by the use of the WHITE PLAINS COMMUNITY MEDIA facilities, equipment, and or channel time by the Producer/Sponsor, his/her agents or employees, contractors, subcontractors, independent contractors or implied or authorized representatives.

### **SECOND: NOTIFICATION**

All claims by any Indemnified Party shall be asserted and resolved in accordance with the following provisions. If any claim or demand for which the Producer/Sponsor would be liable to an Indemnified party is asserted against or sought to be collected from such Indemnified Party by a third party, said Indemnified Party shall with reasonable promptness notify in writing the Producer/Sponsor of such claim or demand stating with reasonable specificity the circumstances of the Indemnified Party's claim for indemnification; provided, however, that any failure to give such notice will not waive any rights of the Indemnified Party except to the extent the rights of the Producer/Sponsor are actually prejudiced. After receipt by the Producer/Sponsor of such notice, then upon reasonable notice from the Producer/Sponsor to the Indemnified Party, or upon the request of the Indemnified Party, the Producer/Sponsor shall defend, manage and conduct any proceedings, negotiations or communications involving any claimant whose claim is the subject of the Indemnified Party's notice to the Producer/Sponsor as set forth above, and shall take all actions necessary, so as to enable the claim to be defended against or resolved without expense or other action by the Indemnified Party. Legal counsel shall be immediately retained by the Producer/Sponsor to represent the Indemnified Party. The selection of legal counsel to represent the Indemnified Party shall be mutually agreed upon by the Indemnified Party and the Producer/Sponsor which agreement shall not be unreasonably withheld.

Upon request of the Producer/Sponsor, the Indemnified Party, to the extent it may legally do so

and to the extent that it is compensated by the Producer/Sponsor for any out-of-pocket costs and expenses thereby incurred shall:

- a. Take such action as the Producer/Sponsor may reasonably request in connection with such action;
- b. Allow the Producer/Sponsor to dispute such action in the name of the Indemnified Party and to conduct a defense to such action on behalf of the Indemnified Party; and
- c. Render to the Producer/Sponsor such assistance as the Producer/Sponsor may reasonably request in connection with such dispute and defense.
- d. The Producer/Sponsor shall pay to the Indemnified Party by certified check the amount of any Damages to which the Indemnified Party may become entitled by reason of the provisions of this Section SECOND, such payment to be made within ten days after such Damages are finally determined either mutual agreement of the parties hereto or pursuant to the final unappealable judgment of a court of competent jurisdiction, it being understood by the parties that if an appeal is taken from any judgment, such appeal shall be made at the sole cost and expense of the Producer/Sponsor including the cost of posting any bond for such appeal.

### **THIRD: NON-WAIVER**

No action or omission by White Plains Community Media, its successors or assigns, or by the Producer/Sponsor shall constitute a waiver of any of the covenants, warranties or representations, unless such waiver shall be executed in writing by the party for whose benefit such covenant, warranty or representation is included in this Indemnification Agreement.

### **FOURTH: OTHER DOCUMENTS**

The parties shall execute such other documents as may be necessary for the implementation and consummation of this Indemnification Agreement.

### **FIFTH: MISCELLANEOUS**

In the event litigation or arbitration ensues as a result of the terms and conditions of this Indemnification Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

### **SIXTH: GOVERNING LAW AND FORUM**

This Indemnification Agreement, and all other documents relating hereto shall be governed by and construed in accordance with the Laws of the State of New York without regard to choice of law principles that would result in the application of the laws of any other state and that the forum for any action or proceeding upon this Agreement will be the County of Westchester, State of New York.

**SEVENTH: NOTICES**

All necessary notices, demands and requests required or permitted to be given under the provisions of this Indemnification Agreement shall be deemed duly given if mailed by Certified Mail Return Receipt Requested or an overnight delivery service which retains records confirming receipt and addressed as follows:

A. If to be given to **White Plains Community Media:**

Mr. James Kenny  
White Plains Cable Access TV  
4 Martine Ave.  
White Plains, New York 10606

With a Copy to:  
Corporation Counsel’s Office  
City Hall  
255 Main Street  
White Plains, New York 10601

B. If to be given to Producer/Sponsor:

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

Any party may change his, her or its address by serving notice upon the other party as provided for herein.

**EIGHTH: INDEPENDENT CONTRACTOR**

Producer/Sponsor is an independent contractor and the Producer/Sponsor and any of its officers, directors, employees servants, agents or independent contractors shall not be considered an employee of the City of White Plains or the White Plains Cable Access Commission, shall not commit the City of White Plains, White Plains Community Media, or the White Plains Cable Access Commission to any obligation nor shall not hold itself, himself or herself out as an employee of either the City of White Plains, White Plains Community Media, and the White Plains Cable Access Commission with the authority to commit either the City of White Plains, White Plains Community Media and the White Plains Cable Access Commission to any obligation.

**NINTH: ENTIRE AGREEMENT**

This Indemnification Agreement contains all of the terms agreed upon by the parties with respect to the subject matter hereof and may be modified and amended only by a writing signed by the parties.

**TENTH: HEADINGS**

The headings of the paragraphs of this Indemnification Agreement are for the convenience of reference only and do not form a part thereof and in no way modify, interpret or construe the meanings of the parties.

**ELEVENTH: COUNTERPARTS**

This Indemnification Agreement may be signed upon any number of counterparts with the same effect as if the signature to each were upon the same agreement. Execution of this Indemnification Agreement by Facsimile transfer shall be the equivalent of original execution.

**TWELFTH: SEVERABILITY**

In the event any provision or phrase of this Indemnification Agreement is determined by a court of law of competent jurisdiction to be unenforceable or in violation of the Law, such determination shall not invalidate the balance of this Indemnification Agreement or any of its parts or phrases which shall remain in full force and effect. If any part of this Indemnification Agreement may be adjudged unenforceable or in violation of the law, this Indemnification Agreement shall be considered divisible as to such provisions and the remainder of the Indemnification Agreement including its parts and phrases shall be valid and binding upon the parties as though such provisions were not included therein.

**IN WITNESS WHEREOF** the parties hereto have caused this Indemnification Agreement to be signed the day and year first above written.

**White Plains Community Media**

**BY:** \_\_\_\_\_  
**Access Staff**

**BY:** \_\_\_\_\_  
**Producer/Sponsor**