



# Statement of Compliance

A. I have read and agree to comply with the CMAC policies and procedures as outlined in the Member’s Guide.

I acknowledge that this guide may be amended from time to time by CMAC. All such amendments shall be posted at the CMAC office. I acknowledge that I meet the requirements to be a CMAC member.

B. Program material that I will record and/or submit for cablecast will not contain:

- Material primarily designed to promote the sale of commercial products or services.
- The solicitation or appeal for funds for any commercial purpose.
- Material that constitutes or promotes any lottery or gambling enterprise.
- Obscene material, which is defined by the U.S. Supreme Court in Miller v. California, 413 U.S. 15, 24 (1974): “A work which, taken as a whole, (1) appeals to the prurient interest, (2) depicts or describes sexual conduct in a patently offensive way, and (3) lacks serious literary, artistic, political, or scientific value.” CMAC (its Board, agents, and employees) are not authorized to determine whether or not a program is obscene.
- Material that constitutes libel, slander, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright, or that might violate any local, state, or federal law.
- “Hate speech” or “fighting words,” which are defined by the U.S. Supreme Court as “those, which by their very utterance inflict injury or tend to incite an immediate breach of the peace.”

C. I assume full responsibility for the content of all program material cablecast and will ensure that such program material will not violate any right of any third party. I understand that CMAC will not prescreen or exercise prior restraint over my program, but if I violate third party policies and rules, they have the authority to pull my program from playback pending review.

D. I agree to grant to CMAC non-exclusive unlimited rights to cablecast or to post on the web any program I submit. I also agree to grant to CMAC the right to use all or part of my program for promotional purposes without any remuneration to me. CMAC may retain copies of content that I submit. I understand that CMAC is not responsible for loss of or damage to any program I submit.

E. I agree to indemnify, defend and hold harmless CMAC, the Cities of Fresno and Clovis and their respective directors, officers, agents, and employees from and against any and all claims or other injury (including reasonable cost of defending claims or litigations) arising from or in connection with claims of loss or damage to person or property arising out of the failure to comply with CMAC any applicable laws, rules, regulations, or other requirements of local, state, or federal authorities, for claims of libel, slander, invasion of privacy, personal injury, or infringement of common law or statutory copyright, for breach of contract or other injury or damage in law or equity which claims result from the use of CMAC channel space, facilities, equipment, or other resources.

## Member Signature

I have read and understand the Statement of Compliance.

Name of Member: \_\_\_\_\_ Phone: \_\_\_\_\_

Address, City, Zip Code: \_\_\_\_\_

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

## Parent/Guardian Signature

I certify that I am the parent or guardian of the above applicant, a minor under the age of eighteen years. I hereby agree to assume legal responsibility for his/her activities referred to in this Statement of Compliance.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_