



SHEBOYGAN COMMUNITY CABLE TELEVISION

TV8 WSCS

POLICIES & PROCEDURES

1996  
Revised 2003

# **SHEBOYGAN COMMUNITY CABLE TELEVISION**

## **TV8 WSCS**

### **POLICIES & PROCEDURES**

#### **PURPOSE:**

The primary purpose of TV8 WSCS is city government cable casting (Common Council meetings and local government information) and the cablecast of community programming produced or obtained by TV8 WSCS. Public access is provided only as time and facilities permit.

TV8 WSCS equipment is owned by the City of Sheboygan and is reserved primarily for use by the Cable TV Program Director and his/her staff and volunteers.

Except as otherwise provided in any lease of studio space, the guidelines established herein govern TV8 WSCS operations and the use of community programming equipment.

#### **DEFINITIONS:**

ADVERTISING MATERIAL - Any material designed for the sale of commercial products or services, including advertising by, for, or on behalf of candidates for public office or the solicitation of donations, remuneration, or barter.

CABLECAST - Video and audio signals sent through a cable television system instead of traditional broadcast(over-the-air) systems.

COMMUNITY PROGRAMMING - Programming produced or obtained by the Cable TV Program Director and his/her staff and volunteers for cablecast on TV8 WSCS.

COPYRIGHT - The exclusive legal right of publication, duplication, imitation, or sale of literary, musical or artistic work.

DIRECTOR - Sheboygan Cable TV Program Director.

LOTTERY - Any promotion, raffle, contest, or other program which involves the elements of prize, chance, and consideration as determined under applicable local, state or federal laws.

OBSCENE, INDECENT, and/or LIBELOUS MATERIAL - Any material in a program and/or presentation which would be deemed obscene, indecent, or libelous by local community standards or by standards established by any federal, state or local regulation, court ruling, or law applicable to cable television.

OBSCENITY - The Supreme Court has defined obscenity as "works which, taken as a whole, appeal to the prurient interest in sex, which portray sexual conduct in a patently offensive way, and which, taken as a whole, do not have serious literary, artistic, political, or scientific value."

INDECENCY - The Federal Communications Commission has Defined indecency as "language or material that, in context, depicts or describes, in terms patently offensive as measured by contemporary community standards for the broadcast medium, sexual or excretory activities of organs."

LIBEL - Defamation by publishing or broadcasting that may expose the subject to public hatred, shame or disgrace.

PUBLIC ACCESS PROGRAMMING - Governmental, educational, religious or special community interest programming produced by individual citizens for cablecast on TV8 WSCS.

STUDIO - The space occupied by TV8 WSCS for city government, community and public access programming.

USER - Any individual who is not an employee of TV8 WSCS, group, or organization which utilizes TV8 WSCS facilities and/or equipment for the production of a public access program.

TV8 WSCS - A cable channel dedicated to city government cablecasting and community productions.

**GENERAL OPERATING GUIDELINES:**

1. The administration of TV8 WSCS and use of the studio and equipment will be under the supervision of the Director at all times. Any conflict in scheduling, use of equipment, or programming will be resolved with the Director having final authority.
2. TV8 WSCS equipment and facilities shall be available to City of Sheboygan residents, for non-commercial, non-discriminatory programming on a first-come, first-served basis at no charge, as scheduling permits.
3. All reservations for studio time or channel access time must be made one month in advance. Studio time and channel access time will be limited at the discretion of the Director.
4. The multi-camera system in the Council Chambers at City Hall may only be operated by those individuals authorized by the Director.
5. No smoking, eating, or drinking is allowed at any time in the TV8 WSCS studio.

6. The Director reserves the right to remove disruptive individuals and those suspected to be under the influence of alcohol and/or controlled substances from the TV8 WSCS studio.

**EQUIPMENT:**

1. All users shall be certified by the Director prior to usage of WSCS TV 8 facilities or equipment.
2. TV8 WSCS facilities and equipment may only be used for programs to be cablecast on TV8 WSCS or by UW-Sheboygan educational classes. TV8 WSCS facilities and equipment shall not be used for personal or private use or gain.
3. Any user who uses TV8 WSCS facilities or equipment must submit a proposal and program for cablecast within one month of use of said facilities or equipment or pay rental charges for equipment used and replace any video tapes which may have been used.
4. TV8 WSCS shall be informed of a canceled equipment or studio reservation as soon as possible.

**PRODUCTION/PROGRAMMING:**

1. Scheduling of programs cablecast on TV8 WSCS is the responsibility of the Director. The Director will consider time slot, anticipated audience, and diversity of programming when scheduling.
2. At the discretion of the Director, TV8 WSCS live coverage of local government meetings may preempt any regularly scheduled programming.
3. Commercially produced programming, other than purchased/free film services, must have a local individual or group sponsor accept responsibility for the program. Users who sponsor these programs must have their signed copyright release in the TV8 WSCS office a minimum of one week prior to any cablecast of their program.
4. All locally produced programs must be in the TV8 WSCS office 24 hours in advance of the scheduled cablecast time. A copyright release and release of all other rights is required for cablecast. All program rights belong to TV8 WSCS.
5. Every program produced by a user will list the user as the producer in all credits at the end of the program. If the program is imported and being sponsored by a user, the Director will list the user as sponsor in the credits.

6. Programming which may be unsuitable for all viewing audiences, as determined by the Director, will be cablecast only after 9:00 p.m. A viewer discretion warning will be placed on screen by the Director prior to the beginning of the program.
7. The user shall bear sole responsibility for the production, content, and programming produced under his/her direction for cablecast purposes. This responsibility includes libel, defamation, copyright, and any other legal accountability. The user's signature on the User Statement of Compliance indicates his/her acceptance of this responsibility.
8. Individuals under the age of 18 shall have a parent or guardian's signature on file indicating the adult takes full legal responsibility for the program and actions of the minor. School authorized classes/ functions under the supervision of a teacher are excluded from this requirement.
9. User produced programming funded, sponsored or underwritten by any individual, business or organization shall be acknowledged with a credit at the completion of the cablecast. No addresses, slogans or descriptive phrases may be used.
10. All programs produced with TV8 WSCS equipment must include a TV8 WSCS credit at the completion of the cablecast.
11. TV8 WSCS will not sell or commercially distribute a user's work without written permission from that user.
12. All tapes submitted for cablecast will be reviewed for content and technical quality by the Director. All tapes must be able to deliver a clear, unbroken signal.
13. User produced programming shall not include advertising material designed to promote the sale of commercial products or services including advertising by, for, or on behalf of candidates for public office.
14. TV8 WSCS may choose to approach businesses to sponsor or underwrite special programs such as high school sports, community parades, civic events, etc. Commercial advertisements would be allowed during these events if the event is produced by TV8 WSCS.
15. No program, production or presentation shall be cablecast which directly or indirectly involves any lottery.
16. No programming shall be cablecast which involves any obscene or indecent materials. Users are urged to be familiar with the following types of speech unprotected by the Constitution which traditionally have not received full First Amendment protection: obscenity, "fighting words", defamation, libel, and words which create a clear and present danger of imminent lawless action.

**FEES & CHARGES:**

1. TV8 WSCS will establish fees for the reproduction of tapes and other services which reflect the cost of use of equipment, materials, and labor. Fees for governmental or educational institutions may be waived at the discretion of the Director.
2. When TV8 WSCS cannot cover an event due to budget constraints, the party involved may choose to pay a fee to cover TV8 WSCS production expenses, provided the program meets the regulations contained herein.
3. Any user who produces a video/audio production at no cost through TV8 WSCS facilities and subsequently sells the production agrees to pay TV8 WSCS the production rates in effect at the time of the production in addition to paying five percent (5%) of the total revenues derived from said production(s) to TV8 WSCS. The users signature on the User Statement of Compliance indicates acceptance of these terms.

**DISCIPLINARY ACTION**

1. The Director reserves the right to deny usage of TV8 WSCS facilities and equipment on a temporary or permanent basis or to initiate referrals for legal action to the City Attorney against users interfering with or jeopardizing TV8 WSCS operations. This shall include all policies and procedures under which TV8 WSCS provides equipment, facilities, channel space, or other services.
2. TV8 WSCS may request an individual to vacate TV8 WSCS facilities under any of the following circumstances:
  - The individual appears to be under the influence of alcohol or controlled substances, or consumes, sells, or dispenses alcohol or controlled substances on TV8 WSCS premises.
  - The individual interferes with the orderly conduct of TV8 WSCS staff, activities, facilities, or programs.
  - The individual is currently denied usage of TV8 WSCS facilities.

**CLAIMS (STATEMENT OF COMPLIANCE):**

The user is responsible for any claims arising out of the use of TV8 WSCS equipment and/or facilities and agrees to indemnify and hold harmless TV8 WSCS staff and the City of Sheboygan against any such claims or any claims arising out of the use of the program material to be cablecast or any breach of the user's signed statement of compliance, including but not limited to any claims in the nature of libel, slander, invasion of privacy or publicity right, non-compliance with applicable laws, and unauthorized use of copyright material. The user is responsible for obtaining all necessary clearances and arrangements with program owners and all necessary ownership

and royalty rights including copyright and performing right. The user will bear all responsibility for program content and any consequences of program production and distribution on TV8 WSCS.

### **APPEALS**

Any individual adversely affected by an action or decision of the Director may appeal to the Sheboygan Common Council Finance Committee. The appeal shall be in writing and filed with the City Clerk within five (5) days of the action or decision appealed. The Finance Committee shall render a decision within thirty (30) days of the appeal.

**USER STATEMENT OF COMPLIANCE**

1. I have read and am thoroughly familiar with the contents of Sheboygan Community Cable T.V. TV8 WSCS Policies & Procedures.
2. I am thoroughly familiar with the content of the program material to be taped and/or cablecast and agree that it complies with the aforementioned Policies & Procedures. Also, it will not contain:
  - a. Obscene/Indecent/Libelous material.
  - b. Commercial advertising.
  - c. Any lottery, or any advertisement or information concerning any lottery.
  - d. Any promotional material concerning products or services presented for the purpose of any solicitation of money or other things of value, unless specifically exempted under the terms of this document.
  - e. Political endorsements.
  - f. Any material which constitutes libel, slander, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright or which might violate any local, state or federal law.
3. I assume full responsibility for the content of all cablecast program material and will ensure that such program material will not violate any right of any third party.
4. I have obtained or, before the programming material is cablecast, I will obtain all approvals, clearances, licenses, etc, for the use of any program material which I cablecast, including but not limited to approvals by broadcast stations, networks, sponsors, music licensing organizations, copyright owners, performers representatives, all persons appearing in or referred to in the program material, and any other approvals that may be necessary to transmit program material over TV8 WSCS in the City of Sheboygan.
5. I shall defend and hold harmless the City of Sheboygan and its officers, agents and employees against any claim, suit, damage, penalty, liability arising out of, resulting from, or related to the material I cablecast or any breach of this User Statement of Compliance, including, but not limited to, any claims in the nature of defamation, libel, slander, invasion of privacy or publicity right, plagiarism, fraud, non-compliance with law or unauthorized use of copyrighted material. I understand that I may be criminally or civilly liable for performing or producing material which is cablecast.
6. I agree that I shall not represent myself or any other person involved in community access cablecasting or productions as an employee, representative, or agent of TV8 WSCS, the City of Sheboygan, or Charter Communications.
7. I agree to pay the costs of any repair or replacement of WSCS TV8 equipment or materials which the Program Director finds to be missing or damaged due to my misuse or negligence.

8. I shall not use the TV8 WSCS channel, equipment or facilities for any financial gain or other commercial purpose. I understand that programming produced with TV8 WSCS equipment or facilities must appear on TV8 WSCS. Furthermore, if I produce a video/audio production at no cost through TV8 WSCS facilities and subsequently sell said production, I agree to pay TV8 WSCS the production rates in effect at the time of the production in addition to paying five percent (5%) of the total revenues derived from said production to TV8 WSCS.

9. I understand that false or misleading statements made in this application are grounds for forfeiture of the right to use TV8 WSCS equipment and facilities.

After acceptance by the TV8 WSCS Cable TV Program Director, this application is nontransferable.

Brief Description of Type of Programming and Content \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant's Printed or Typed Name

\_\_\_\_\_  
Applicant's Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Phone

For Community Cable Use Only:

Approved \_\_\_\_\_ Not Approved \_\_\_\_\_ Date \_\_\_\_\_

Reason \_\_\_\_\_

Signature of Cable TV Program Director \_\_\_\_\_