

Derry Community Access Media  
(DERRYCAM) Member Policies and  
Procedures Manual

Derry Municipal Center, 14 Manning Street, Derry, NH 03038

# DERRYCAM Member Policies

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## SECTION ONE - ANNUAL MEMBERSHIP

### Categories of Membership

In order to participate in training classes and/or to use production resources, a person must become a DERRYCAM Access Member. There are three types of Membership:

#### **1. Access Membership**

Any Derry resident may become an Access Member.

*Access Members may:*

- enroll in any of DERRYCAM's workshops use DERRYCAM's video equipment and facilities for a specified period of time without charge provided the production is for DERRYCAM's channels
  - cablecast programming on DERRYCAM's channels
  - use DERRYCAM facilities during open hours by appointment
  - use DERRYCAM's equipment and facilities
  - take advantage of *Easy Access* studio slots that are provided with crew, up to four times each year
- 2. Organizational Access Membership**

Any incorporated organization including businesses, non-profits, or departments of an institution that is based in Derry may become an Organizational Access Member.

*Organizational Access Members may:*

- enroll non-resident employees or those affiliated with the organization as Access Members
- schedule specialized training
- request coverage of event(s)
- use DERRYCAM's equipment and facilities for programming that will be shown on DERRYCAM's channels

Note: An incorporated organization without a Derry address may be eligible for DERRYCAM membership.

### **3. Affiliate Membership**

Any individual, business, or organization may become an Affiliate Member of DERRYCAM.

*Affiliate Members may:*

- cablecast programming on DERRYCAM's channels (with a Derry resident sponsor)
- enroll in classes and equipment trainings.
- use DERRYCAM facilities and equipment while contributing on a member production

### **Requirements for Access Membership**

*Definition:* A Derry resident is defined as an individual whose principal residence is located in the Town of Derry. (That is, where he/she normally eats, sleeps and

maintains his/her personal and household effects)

In order to gain access to production resources and certification training, a person becomes an Access Member by following these steps:

1. Showing proof of Derry residency or, if a non-resident, submitting a letter from an Organizational Access contact person. Proof may include, but is not limited to, current license, utility bill, or lease. A letter received at a Derry address is not deemed to be sufficient proof of residency.
2. You will automatically be enrolled as a contributing producer requiring no less than 100 volunteer hours in a year
3. Signing and submitting an Access Membership Application and the Agreement With Policies form.
4. All Access Members must attend an Orientation prior to enrolling in workshops. For Access Members to use the facilities, a training course (EP<sup>3</sup>)

*Note:* It is the Access Member's responsibility to ensure that DERRYCAM has his or her current contact information.

## **CHRI Policy**

All staff member, producers, and interns of DerryCAM facilities located at the Derry Municipal Center, 14 Manning St., Derry are subject to a New Hampshire Criminal History Record Information check (CHRI). CHRI checks will only be conducted as authorized by the Department of the Criminal Justice Information Services (DCJIS) and through circumstances correlating with RSA 106-B:14 and only after a CHRI acknowledgment form has been completed.

All CHRI obtained from the DCJIS is confidential and access to the information must be limited on a "need-to-know" basis between individuals. This may include but is not limited to, hiring managers, staff submitting the CHRI requests, and staff charged

with processing job applications.

RSA 189:13-a requires all schools to conduct criminal background checks on employees, contributors, contractors, sub-contractors, vendors, and special state/county municipal employees or any individual who may have direct and unmonitored contact with children. <http://www.gencourt.state.nh.us/rsa/html/VII/106-B/106-B-14.htm>

<http://www.gencourt.state.nh.us/rsa/html/XV/189/189-13-a.htm>

## **Interns**

DERRYCAM relies on the services of Interns in many capacities. Generally, an internship requires a four-month commitment of a minimum of three hours weekly. In exchange, Interns receive all the benefits of Access Membership. Students receiving high school or college credit are also encouraged to intern. Those wishing to become interns are required to submit an Intern Application and a resume.

*Note:* Internships are provided at the discretion of DERRYCAM staff. Every applicant is not guaranteed acceptance.

## **Town of Derry Users**

The Town of Derry and the School Department automatically receive DERRYCAM Membership. Any employee of the Town or School Department wishing to join DERRYCAM as an Access Member may do so. Non-residents must have a supervisor or department head approve the Membership and serve as the Organizational contact person for the department. All other policies apply to these Members.

## **SECTION TWO - PROGRAMMING**

The Community cable channels are administered by DERRYCAM. These channels are provided as a public forum for solely noncommercial speech and are therefore not subject to content regulation by DERRYCAM, the Town of Derry, or the cable operator. DERRYCAM is content neutral and any content that is considered protected speech under the First Amendment of the US Constitution is permissible on DERRYCAM's

channels. As a public forum, DERRYCAM's channels are available to all Derry residents for noncommercial, constitutionally protected speech on a nondiscriminatory basis. Such speech is subject only to reasonable time, place and manner requirements as defined in these programming policies. The Derry resident who provides programming for DERRYCAM's channels takes personal responsibility for the content of that programming by signing the Cablecast Agreement.

## **Submission of Programming**

*Definition:* For the purposes of these Programming Policies, the term "program provider" means the Derry resident or the Derry business/organization whose designated representative signs the Cablecast Agreement.

Time on DERRYCAM's channels is available for programming produced or sponsored by Members, or designated representatives from Derry businesses and organizations.

A Program Submission Form for Series or Single programs must accompany media submitted for cablecast. The Cablecast Agreement functions as a contract between the program provider and DERRYCAM. Series Cablecast Agreements must be resubmitted once per calendar year as long as the series is active. Formatting and labeling requirements are detailed on the Cablecast Agreement.

DERRYCAM staff has the right not to show or to stop a program if the audio and/or video signal is below minimum technical standards as determined by those monitoring the channel signal.

## **Program Delivery and Pickup**

Programs may be submitted in person by appointment between 10:00 am – 4:00 pm during normal DERRYCAM operating hours. Internet submissions are acceptable,

however, arrangements must be made with DERRYCAM Staff. Under special circumstances and only by permission of DERRYCAM Staff, shows may be mailed to DERRYCAM. A Cablecast Agreement and Program Submission Form must accompany all submissions of Single programs. The first episode in a Series must be submitted with a signed Cablecast Agreement and Program Submission Form. All subsequent Series episodes must be submitted at least five business days before their proposed

scheduled cablecast and every submission must include a Program Submission Form. Exceptions may be made *only* at the discretion of DERRYCAM staff.

For each individual program or Series episode, program providers will have one month from the last cablecast date to pick up their programs. Media will not be returned by mail. Media left at DERRYCAM for over a month after the last scheduled play date becomes property of DERRYCAM. DERRYCAM is not responsible for media lost, stolen, broken, or erased while on the premises.

### **Content Responsibility and Liability**

The responsibility and liability for program content lies solely with the program provider, that is, the Derry resident or Derry business or organization whose designated representative signs the Cablecast Agreement. DERRYCAM, the cable operator, and the Town of Derry assume that the program provider has obtained all necessary releases and clearances. The program provider may be asked to furnish proof that proper releases and clearances have been obtained. DERRYCAM, the Town of Derry, and the cable operator are not responsible for the content of the programming shown on the community cable channels or on DERRYCAM's website or any other media outlets branded by DerryCAM

### **Programming Restrictions**

Presentation of the following is prohibited:

- Any advertising intended to promote the use of goods or services
- Any information or promotion of a lottery
- Programming that does not have clearances, releases, or other assurances from copyright holders and/or those appearing in the production
- Programming that falls below minimum technical standards for cablecast. Please see the Cablecast Agreement for information on formatting requirements.
- Programming that does not fall under constitutionally protected speech and raises serious risk of liability on the part of DERRYCAM. This may include, but is not limited to: libel, slander, unlawful invasion of privacy, sedition (advocacy of violent overthrow of the government), or obscene material.

*Obscene material as determined by the courts is material which:*

- to the average person, applying contemporary community

standards, taken as a whole, appeals to the prurient interest.

- depicts or describes sexual content in a patently offensive way, and taken as a whole, lacks serious literary, artistic, political or scientific value.

Although commercial advertising is prohibited, programs may include acknowledgment of underwriting by individuals, businesses, organizations or grantors providing monetary or other assistance.

### **Potentially Objectionable Material**

Unlike obscene material, potentially objectionable material may be shown on DERRYCAM's channels, but DERRYCAM's staff will schedule this material between the hours of 10 PM and 5 AM. It is the responsibility of the program provider who signs the Cablecast Agreement to indicate on that Agreement whether or not a program includes potentially objectionable material.

Potentially objectionable material may include, but is not limited to:

- strong coarse language, intensely suggestive dialogue, or coarse indecent language
- intense sexual situations or explicit sexual activity
- intense or graphic physical violence or degradation
- most forms of nudity
- graphic depiction of medical procedures

*Note of clarification for Live Programming:* All programming, both live and pre-recorded segments within a live program, is subject to the full set of Programming policies and obligations. Currently, all live programming is scheduled before 8 PM and therefore may not contain any Potentially Objectionable Material.

*Note:* Any program provider who violates DERRYCAM's content guidelines or misrepresents the content of a program on the Cablecast Agreement will receive a written Notice of Violation. A second such offense will result in a second written Notice of Violation and the program will be scheduled between the hours of 10 PM and 5 AM. Scheduling decisions and Notices of Violation for programming infractions may be appealed.

DERRYCAM has the right to place a disclaimer before, during, and after any program that, as indicated by the program provider or in the best judgment of DERRYCAM staff, may be objectionable to cable subscribers. The disclaimer will advise viewer discretion for the program and will indicate that responsibility for the content of the program lies with the program provider and not with DERRYCAM, the Town of Derry, or the cable provider. If placed during the program such a notice will be as discreet as possible in order to avoid interference with the program content.

## **Scheduling**

DERRYCAM staff will program the channels with the goal of presenting a coherent schedule to cable subscribers, building the audience, diversifying programming, distributing channel time equitably, and minimizing technical issues. DERRYCAM staff will retain the right to schedule each program in a time slot that is appropriate for its content and likely audience.

Programs will be scheduled in a timely manner. Program providers will be notified of their timeslots the first time the program is broadcast on DERRYCAM Channels. Notification of subsequent timeslots is at the Programming Coordinator's discretion.

## **Scheduling Priorities**

When scheduling DERRYCAM's channels, first priority is given to programs produced by DERRYCAM Members. Second priority is given to programs produced by Derry residents who are not DERRYCAM Members. Third priority is given to non-local programs. Series and Single programs are considered separately; therefore a locally produced Single submission will not displace a non- local Series. DERRYCAM reserves the right to preempt all programs for live or special event coverage.

DERRYCAM staff will attempt to accommodate all requests and will not exclude any Derry resident from showing a program on the community channel. All programming schedule decisions by DERRYCAM staff are final.

Viewers may contact the Station Manager to request that programming be repeated and DERRYCAM staff will, to the best of its ability, try to satisfy such requests. At the discretion of DERRYCAM Staff, the program provider responsible for the program may be notified of the repeat.

## **Series Programming**

*Definition:* A Series consists of at least four new programs with a consistent theme and/or format. To meet the requirements of series programming, at least one new episode per month must be submitted.

Time slots: Persons providing a series may request a regular time slot, which will be granted when an appropriate time becomes available. Series time slots are renewed annually on a calendar-year basis and a Cablecast Agreement must be resubmitted at that time. DERRYCAM staff will attempt to provide a renewing Series the same time slot, however, the same time slot is not guaranteed.

In order to maintain a time slot, and to meet the requirements of a Series, the program provider must submit at least one new episode per month. New episodes should be submitted at least 48 hours prior to the cablecast date or by special arrangement with DERRYCAM Staff. Episodes that have previously played on DERRYCAM channels may be re-submitted only after at least six months have elapsed since the original cablecast. Cancellation of a Series time slot may result from a failure to meet the above conditions and is at the discretion of DERRYCAM Staff. DERRYCAM staff may require four episodes to be submitted with the renewal of a show previously cancelled due to episodes not being supplied in a timely manner.

## **Disclosure of Information and Comments**

Viewers and Members of the general public may leave comments or ask to be contacted by the program provider and DERRYCAM staff will relay that information. The name of a program provider will be provided upon request.

## **Copies of Cablecast Programs**

Requests copies of a provided program shall be directed to the producer/program provider.

## **Use of Community Bulletin Board**

DERRYCAM operates an electronic Community Bulletin Board, which is shown on our various channels. Events or notices sponsored by non-profit organizations and the

Town of Derry are listed as space allows, and are generally shown for up to one month, prior to the posted event. DERRYCAM gives priority to Derry-related notices, but there is no guarantee that every notice submitted will be shown. All other programming

restrictions apply to the Community Bulletin Board.

Notices may be submitted by email to [cable@DerryNH.org](mailto:cable@DerryNH.org), visiting the Website or mail to Derry Community Access Media, 14 Manning Street, Derry, NH. 03038.

### **Political Campaigning**

Political candidates are subject to the same operating procedures as other members of the access channel: everyone in the community has equal access to the facilities and airtime, but there is no equal time rule. Derry Community Access Media will set aside enough time during the period before an election to cablecast a reasonable number of election-related programs. It is the responsibility of the candidates or those working on their behalf – not the responsibility of Derry Community Access Media – to become a member and produce programs. Any program promoting particular candidates or ballot questions must identify who produced, sponsored and/or paid for the production.

### **Publicity**

DERRYCAM staff will publicize programs in a variety of ways, including listings on the DERRYCAM website and on the Community Bulletin Board. Please consult DERRYCAM Staff for deadlines and more information. In addition, program providers are encouraged to consult the staff for guidance in preparing short promotional spots or utilizing other avenues for publicizing their program.

## **SECTION THREE - VIDEO PRODUCTION**

An Access Member wishing to produce a program using DERRYCAM's resources for distribution on DERRYCAM's channels must first attend an Orientation, complete or "test out" (at the Station Manager's discretion) of the required training courses and submit and have approved a Program Proposal prior to his or her first reservation of facilities.

Before producing a video, the following is required:

- Have an orientation
- Provide a signed copy of DeryCAM's Policies and Procedures
- Completed paperwork (ie. Membership Application, Program Proposal Form, Cablecast Program Submission Form)
- Completed or tested out of training (EP<sup>3</sup>)

All Access Members must agree to abide by all DERRYCAM policies regarding program ownership, distribution, and subsequent generation of revenues. A signed statement to this effect is required as a part of the Membership Application process.

Unless other arrangements are made, DERRYCAM reserves the right to premiere any program produced using DERRYCAM's equipment or facilities on the access channels. DERRYCAM may retain a copy of any program produced using DERRYCAM's equipment or facilities for unlimited distribution or for promotional purposes. DERRYCAM retains no rights to programming.

### **Production Groups**

Production groups may be arranged by DERRYCAM staff or by Members. These groups provide a structure for Members to work together to produce content for DERRYCAM distribution. One Access Member from the production group may be designated to submit a Production Contract for the group. Equipment and facility use by Members of the group is subject to the same allowances provided any production.

### **Unfinished Programs**

Access Members with outstanding Production Contracts, for which equipment and/or facilities have been used, are not guaranteed the approval of additional Production Contracts. A maximum of up to three months additional time beyond a Contract's due date will be permitted, at the discretion of the staff.

Access Members will be given a 2-month notice prior to the expiration of their Membership to complete any outstanding Production Contracts or renegotiate the terms

of their Production Contracts subject to the above paragraph.

*Note:* Members may not originate contracts that have a completion date beyond 12 months.

## **Ownership**

The Access Member listed on the Cablecast Agreement as the owner of the program is responsible for the content and distribution of the program. It is the Access Member's responsibility to file an amended Cablecast Agreement if there are any changes in the ownership, copyright, or distribution of the program.

## **Sponsorship, Underwriting and Credits**

1. Commercial Advertising is prohibited from the access channels. Access Members using DERRYCAM equipment and facilities for the production of commercials will be in violation of policies.

Producers and distributors of programming on the channels are encouraged to find sponsors for their programs, provided that such sponsorship does not constitute commercial use of the access channels. Commercial use includes the promotion or the sale of products or services made available by persons, corporations or institutions. This includes sponsorship by an entity that may have a commercial interest in the subject of the program. Sponsors may be identified as providing grants or contributions to defray the cost of the program. For example, the following is acceptable: "This program has been made possible with the support of ....." The visual appearance may include the symbol or moving image of the logo of the entity. DERRYCAM staff, in advance of scheduling the applicable program, must approve all underwriting credits.

2. DERRYCAM may solicit and will accept sponsorships of DERRYCAM's channels, as well as underwriting of specific programs.

3. All programs using DERRYCAM facilities, resources, or equipment must credit Derry Community Access Media (not the initials DERRYCAM). The format is at the discretion of DerryCAM Staff, and will comply with DERRYCAM Branding Policy.

## **Programming/Production By DERRYCAM**

When DERRYCAM produces programming, the organization is responsible for the content and holds the copyright. If DERRYCAM is working in collaboration with another organization or with an individual, the copyright is shared. DERRYCAM may solicit underwriting or sponsorship for these programs.

DERRYCAM may acquire programming for its channels at staff discretion. Programs will be selected on the basis of free or low-cost availability, timeliness, promoting a programming theme, or filling in programming gaps.

## **SECTION FOUR - TRAINING, WORKSHOPS and CERTIFICATION**

DERRYCAM offers Members an extensive training program in multimedia production. A free Orientation session is required for Members prior to enrolling in any of DERRYCAM classes. Class schedules are posted on the DERRYCAM website and on

the scheduling calendar in the facility.

Access Members may enroll in any workshop for which they have satisfied the prerequisites. Classes for groups can be arranged on an ad hoc basis. A minimum number of participants is required for each class to be held as scheduled.

*Note:* DERRYCAM encourages Members to make proposals to teach classes that are not currently offered.

### **Attendance**

Class slots are reserved on a first come first serve basis received by DerryCAM. If a class is full, Members may ask to be put on a waiting list. Members are expected to notify DERRYCAM no later than 24 hours prior to the class by leaving a message in the general voice mailbox if they are not able to attend the class. Those who fail to provide such notification will receive a Notice of Violation. Once a Member is 15 minutes late, a person on the waiting list will be allowed to take the open slot.

## **Cancellation of Classes by DERRYCAM**

There is a posted minimum enrollment required for each class. If the minimum is not met, DERRYCAM *may* cancel the class. Further, DERRYCAM reserves the right to cancel classes at any time due to instructor illness, absent students, or at the reasonable request of the instructor.

## **Certification**

Access Members may be certified to use facilities, check out equipment, and take advanced classes by successfully completing the appropriate workshops:

1. Beginning Studio, Field, and Edit Equipment Certification (EP<sup>3</sup>):
  - Access Members must attend all sessions of a certification course, complete required hands-on and written tests, as well as meet the standards set by DERRYCAM staff and instructor.
  
2. Intermediate and Advanced Classes Certification:
  - Access Members who have completed the required prerequisites may enroll in Intermediate and Advanced certification classes.
3. Testing Out of Certification Classes:
  - Experienced producers may be certified and by- pass classes in studio, field production, and editing by passing a verbal test and a hands-on demonstration of equipment skills.
  - For specific equipment, DERRYCAM may require further demonstration of proficiency.

## **SECTION FIVE - EQUIPMENT RESOURCES**

Access Members wishing to reserve equipment must have an approved Program Proposal on file with DERRYCAM for each project. For a contract to be reviewed and approved, the Member must have completed or tested out of the required training courses on each facility or type of equipment and must have fulfilled any other prerequisites and obligations for previous Program Proposals. Three business days are required for approval of Production Contracts.

Access Members may reserve portable production, post-production, or studio production equipment and facilities on a first-come, first-served basis.

Use of DERRYCAM's resources is only available to Access Members producing programs to be cablecast on DERRYCAM's channel.

*Note:* Equipment may not be used in hazardous situations that compromise the safety of the users or equipment. Portable equipment may not be used outside of New Hampshire without prior approval of DERRYCAM staff.

## **Reservations**

Once the Access Member has received notification of Program Proposal approval, he or she may reserve equipment by calling, visiting DERRYCAM by appointment, during its business hours, or use an online reservation system if one is in place. DERRYCAM staff will schedule the time for equipment pick-up and return at the time of the reservation. It is recommended that editing and portable production equipment be reserved no less than 24 hours in advance and the studio no less than 7 Business days in advance. Equipment may not be reserved more than 8 weeks in advance. DERRYCAM Staff have the right to decline any studio reservation requested with less

than 48 hours notice in advance of the reservation request.

Equipment must be picked up and returned on time and in proper condition at DERRYCAM. If equipment is not returned as scheduled, damaged, abused, or neglected the Member will receive a Notice of Violation and will jeopardize his or her equipment use privileges.

## **Equipment Use by Production Type**

Equipment allowances help DERRYCAM offer facilities to as many Members as possible. The number of equipment or facility uses available for each production is dependent upon the type of contract submitted.

Certification: up to two uses of portable production equipment, one studio use, and ten hours of editing

Single Program: up to four uses of portable production equipment, three studio uses, and forty hours of editing

Series Episodes: the same equipment and facilities allowances as for a Single program per episode; new episodes must be submitted at least monthly.

Once an Access Member exceeds his or her equipment allowance, continued use will be at the discretion of the Station Manager.

## **Equipment Allowances**

*Editing* Members may reserve up to three hours per day to edit. If there is additional time in an edit suite available at the time of use, the Member may continue editing, at the discretion of the staff.

*Portable Production* Each 24-hour period constitutes one use of portable production equipment. Members reserving two portable cameras for a 24-hour period will be assessed two uses. Members using equipment during days that DERRYCAM is closed will not be assessed a use for that day.

*Studio* Producers may reserve the main studio and control room during DERRYCAM's

normal operating hours. Members will be encouraged to reserve a maximum of four hours per day, which will be assessed as one studio use.

## **Equipment and Facility Use Cancellations**

Out of respect for other users, Access Members are encouraged to give at least 24-hours notice when canceling any reserved use of DERRYCAM facilities or equipment. If a Member is more than 30 minutes late for a reservation without notification the reservation may be cancelled. A Notice of Violation may be issued if a reservation is not cancelled by 10AM on the date of the intended use.

## **Insurance and Liability**

The Access Member, or his or her parent or guardian, are responsible for any

damage to or loss of the equipment. If the equipment is stolen, a police report must be submitted.

## **Portable Production**

At the time of each use, an Equipment Check-Out form must be signed by the Access Member who has signed the Program Proposal (“contracted Member”); that Member, or, if under age, his or her parent or guardian, personally assumes all responsibility and liability for the equipment. That Member may not allow non-contracted or non- Members to use the equipment or facilities reserved for them, *only* the DERRYCAM Member can use the equipment they are certified on. The Member must have the equipment in his or her possession at all times. The reserved equipment may only be signed for by the “contracted Member” and the same Member is expected to return the equipment on or before the designated drop off time.

DERRYCAM will assure that all equipment being checked out is in good working order. It is strongly suggested however, that Access Members set up and test the equipment before leaving the building. In the interest of maintaining the equipment in good working order, borrowers are responsible for notifying the staff if there are any problems with the equipment they use. Access Members cannot borrow additional equipment until all previously checked out items have been returned in good working order. Additional equipment such as additional batteries or cables may be checked out for current reservation at the DERRYCAM Staff discretion.

In the event that the producer has not been certified to use a particular piece of

equipment, a certified Member officially involved in the production may reserve and use that equipment.

## **Studio Production**

*Definitions:* There are two key people for any shoot, the producer and the engineer. Often, they are the same. The responsibility of the engineer is to be in charge of all technical matters, answering crew questions, balancing cameras, and breaking down the studio. The role of the producer is to take responsibility for reservations, guests, and crew, and to act as contact person for DERRYCAM before, during, and after a shoot. For a series production, there *may* be different people filling these roles for

different episodes.

It is the Producer's responsibility to arrange for all crew members for his or her shoot. When a studio reservation is made, DERRYCAM staff will assume that the Producer will make arrangements for a knowledgeable crew. 100% of the technical crew must be DERRYCAM certified Members. The producer, at DERRYCAM's discretion, may bring in additional crew but they must become Affiliate Members. If extra assistance is needed, with two weeks' notice, DERRYCAM staff may be able to identify interns, production assistants and independent contributor to help with a specific shoot. Follow-up arrangements and confirmation are the responsibility of the Producer.

A staff Member will be available to answer questions on an "on call/oversight" basis. If a staff Member is needed to engineer or assist in any other way with the production, arrangements must be made in advance.

Live studio productions must be arranged 14 business days in advance with coordination between reserving the studio and receiving approval for channel time from the DERRYCAM Station Manager. Reservations, subject to availability, *may* be made closer to the date of the studio use, but only at the discretion of the staff. Live programs, even if started late, must end at the scheduled time due to channel scheduling priority.

### **General Rules for the Studio**

- Do not re-wire, re-configure or bring in equipment without advance permission of a DERRYCAM staff person.
- All studio equipment must stay in the studio and cannot be used for remote shoots.
- Smoking, eating, drinking (except for talent as part of the production) are prohibited in the studio and master control room.
- Report any broken or malfunctioning equipment to the DERRYCAM staff in charge.
- Studio audience is limited to production location. The producer is responsible for the traffic and questions of guests.

- Reservations are not transferable from one Member to another.
- Crew and talent should not arrive earlier than the time reserved.
- DERRYCAM office supplies, furniture, etc, should not be used without permission of staff.
- DERRYCAM has no storage space.
- DERRYCAM cannot take responsibility for anything left and may throw away any leftover materials.
- The curtain and walls are fragile. Do not stick anything to them, move the curtain with clean hands only, and keep all sharp objects away from walls & curtain.
- Cameras shall not be moved onto the set during set-up of lights. Whenever the ladder is on the set, the cameras should not be.
- Use caution when handling the lighting fixtures as they are heavy and can get extremely hot.
- Safety chains should be the last thing undone when taking the lights down and the first thing attached when putting the lights up.
- Never stand on or roll anything over the cables.
- Use only masking tape or gaff tape - not duct tape or transparent tape on the floor.
- Do not mark the camera monitors.
- Do not take a camera off of the tripod.
- Leave enough time to strike the set and clean up the studio. See information in studio for placement of equipment.

## **SECTION SIX - INDIVIDUAL MEMBER RESPONSIBILITY**

Members are responsible for the DERRYCAM facilities and equipment signed out to them. This includes responsibility for the actions of all guests, assistants, crew and others involved in the member production at DERRYCAM facilities. DERRYCAM is not responsible for agreements between Members and any other parties.

### **Violations of Policy**

In order for these policies to be effective and to keep DERRYCAM operations running smoothly, a system has been instituted to address violations of policy. There are two levels of violations, major and minor, with corresponding restrictions on a Member's privileges (see 1 and 2 below).

If a staff person believes that a Member is in violation of DERRYCAM's policies, he or she will issue a Notice of Violation within one week of the incident. A copy of the Notice of Violation is sent to the Station Manager or designee for authorization and is immediately mailed to the Member's address on file. An additional copy of the Notice of Violation is kept in the Membership files.

1. Major Violations may include, but are not limited to:

- commercial or profit-making use of facilities without prior notification
- misrepresentation of a Member's affiliation with DERRYCAM to others
- falsifying forms or other fraudulent activity
- taking or reserving equipment without staff permission
- abuse of equipment, including attempted repair
- changing the wiring, connections or attaching accessories without staff authorization
- attempt to install unauthorized software or otherwise alter a computer
- entering areas posted as off-limits
- abuse or harassment of staff or other Members

Consequences of major violations will result in an immediate, 90-day suspension of Membership privileges, as listed in Section One.

2. Minor Violations may include, but are not limited to:

- failure to attend a scheduled training session in accordance with Section Four
- failure to cancel a reservation in accordance with Section Five
- late pick-up or return of equipment without notification or approval
- violation of DERRYCAM's content guidelines or misrepresentation of the content of a program on the Cablecast Agreement

- careless mishandling of equipment
- eating, drinking or smoking in undesignated areas of the facility
- failure to clean up after using facilities

Consequences of minor violations will result in the following series of actions within a one-year period:

First Violation: a written warning  
Second violation: a written warning  
Third Violation: 30-day suspension of privileges in Section One  
Fourth Violation: 90-day suspension of privileges in Section One  
Fifth Violation: 1-year suspension of privileges in Section One

All suspensions take effect immediately after authorization by the Station Manager or designee. Any scheduled equipment and facility use will be cancelled. At the discretion of the Station Manager, an immediate 30-day suspension may be issued for a minor violation.

Upon violation of the policy and/or procedure, an individual's membership may be revoked or suspended for a specific amount of time. Such violations/causes include: consistent inability to share facilities with others being a disruptive influence, abuse gross misrepresentation, harassment of others, illegal activities, or commercial or profit-making use of facilities without prior notification to DerryCAM. Any Member proposed to be removed shall be entitled to 10 days' notice in writing by mail.

## **Appeals**

If a Member believes that a suspension is unjustified, he or she may initiate an appeal in the following manner:

The Cable Division Coordinator will review appeals. Contact must occur within 10 days, a Member shall contact the Cable Division Coordinator, in writing and through the staff, and request a review. Members may either provide their appeal in writing or discuss it in a meeting with the Cable Division Coordinator. The Cable Division Coordinator will inform the Member of their decision no later than 48 hours after meeting.

The Cable Division Coordinator may elect to either uphold the existing suspension, reject the suspension, or limit the suspension to certain areas of privilege. These areas of privilege include:

- All/limited access to DERRYCAM's facilities, including commercial rentals
- All/limited access to DERRYCAM's Membership privileges
- Use of equipment
- Registering for courses

If a Member is unsatisfied with the decision of the Cable Division Coordinator, he or she may appeal to the Town Administrator's office for review. The Member must request this appeal within 1 week of receiving the decision from the Cable Division Coordinator. The Town Administrator's office will notify the Member of its decision within 5 business days.

At the discretion of the Cable Division Coordinator, a Member may use the facilities during the appeal process.

## **Complaints**

Members are encouraged to resolve difficulties at the staff level. However, Members may file formal complaints with DERRYCAM. The complaint process can be initiated in the following manner: 1. A Member may write a letter to the Station Manager, outlining the problem and suggesting a solution. A response will be sent to the Member within 10 working days.

2. If the Member is unsatisfied with the response from the Cable Division Coordinator, he or she may write a letter requesting either a meeting or a written response from the Station Manager. The Station Manager shall respond with a decision no later than 5 business days after meeting or receiving the letter.

3. Town Administrator and Town Council may elect to review an action of the Station Manager at their discretion.

## **SECTION SEVEN - OTHER POLICIES and CONDITIONS**

### **Media Sales**

DERRYCAM is not responsible for defective

media.

## **Copies of Programs**

Members are permitted to use the edit computer or Dub Machine to make 1 copy of their program for personal use at no charge. DERRYCAM can make additional copies if needed.

## **Members Contact Information**

Provided the Member gives permission, email addresses and phone numbers of DERRYCAM Members will be made available to other Members for the purpose of networking, productions, and other DERRYCAM business. Provided that the Member gives permission, DERRYCAM may make available contact information to the producer of a show.

On a limited basis, and for the purposes of production or other DERRYCAM-related business, Members may communicate with other Members via DERRYCAM's electronic mailings. Materials to be distributed require previous approval and will be included at the discretion of DERRYCAM. Members are encouraged to use email.

*Note:* DERRYCAM is not liable for any unauthorized release of names.

## **Contributors**

DERRYCAM relies heavily on the services of Contributing Producers. DERRYCAM Members are encouraged and required to contribute during and after their training/certification in order to further develop their skills and to help DERRYCAM serve the community.

## **Misrepresentation**

Members of DERRYCAM must not misrepresent themselves as employees of DERRYCAM or as having the ability to speak for DERRYCAM. Such action

may result in a temporary or permanent suspension of Membership and privileges.

## **Facility Rules**

- Access Members are expected to clean up after themselves each time they use the facility.
- Eating and drinking are allowed only in designated areas.
- No smoking period.
- Animals are not allowed in the building with the exception of service dogs.
- Props. DERRYCAM provides some props and supplies for sets. Members may store props on the premises for no more than 48 hours.
- DERRYCAM's office supplies, furniture, etc. may not be used for sets and may not be used without permission of the staff.

## **Right to Refuse**

DERRYCAM staff reserves the right to refuse the use of its facilities to any individual who appears to be under the influence of alcohol or drugs or who interferes with the orderly conduct of business.

## **Indemnification**

Users of the facilities shall indemnify DERRYCAM, the cable operator, and the Town of Derry and its employees against any and all liability arising from any use of facilities and resources or from breach of the Members Policies.

## **Interpretation**

When the implementation of these policies and procedures are subject to interpretation, decisions shall be at the discretion of the Station Manager or designee.

## **Denial of Services**

DERRYCAM has the right to deny membership, access, and other services to any individual or group who has exhibited disruptive behavior at DERRYCAM or any other public access center or organization.

I acknowledge and agree to abide by the guidelines and rules outlined in this manual.

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

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

**Statement of Compliance**

**Producer / Endorser**

**Program**

**Address**

**Phone**

I have read and agree to abide by the policies and procedures of Derry Community Access Media.

*Additionally:*

1) I am familiar with the nature of this program and accept full responsibility for its content.

2) I understand that the following material is prohibited, I alone am responsible (not DerryCAM) to make sure the program complies with the following:

- \* Advertising material designed to promote the sale of commercial products or services
- \* The direct solicitation or appeals for funds or other things of value for any and all purposes except for non-profit organizations.
- \* Material which is obscene as defined in New Hampshire RSA Chapter 650
- \* Any programming that constitutes or promotes any lottery or gambling enterprise that is in violation of any local laws
- \* Material which constitutes libel, slander, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright, or which may violate any local state or federal law.
- \* Material that has a reasonable probability of creating an immediate danger or damage to property, injury to persons, or creating a public nuisance
- \* Material that has a reasonable probability of causing the substantial obstruction of law enforcement or other governmental functions or services.
- \* Campaign Advertising

3) I have obtained all the clearances and releases (permissions) from any and all organizations, individuals and

groups that are necessary to legally tape and cablecast this program.

4) In recognition of the fact that neither DerryCAM staff nor any employees or representatives of the Town of Derry, or Comcast are censoring the content of this program, I understand and agree to indemnify and hold harmless DerryCAM, the Town of Derry, and Comcast from any liability or other injury (including reasonable costs of the defending claims or litigations) arising from or in connection with claims for failure to comply with any applicable laws, rules regulations, or other requirements of local, state and/or federal authorities; for claims of libel, slander, invasion of privacy, or infringement of common or statutory copyright for unauthorized use of trademark, trade name, or service mark; for breach of contractual or other obligation owing third parties by company; and for any other injury or damage in law or equity which claims result from the producer/sponsor's use of DerryCAM or

PEG (Public, Education, Government) channels.

5) I am aware that PEG channels, the DerryCAM Studio and its equipment cannot be used for financial gain or other commercial purpose. I understand that all programs made utilizing the DerryCAM studio and equipment must be cablecast on one of the PEG channels unless such use has been specifically outlined as an exception in the Policies and Procedures.

6) I understand that any program produced using DerryCAM facilities or equipment may be copied as stated in the Policies and Procedures upon request.

7) I understand that the DerryCAM staff may cablecast this program as often as they deem appropriate.

\_\_\_\_\_  
**(Initial)**

\_\_\_\_\_  
**(Initial)**

\_\_\_\_\_  
**(Initial)**

\_\_\_\_\_  
**(Initial)**

\_\_\_\_\_  
**(Initial)**

(Initial) \_\_\_\_\_

8) I understand that the DerryCAM staff may make this program available for viewing on line at the time they deem appropriate.

\_\_\_\_\_  
(Initial)

9) I understand that this program may be shared with other PEG centers.

\_\_\_\_\_  
(Initial)

**The following information is agreed to at the discretion of the producer/endorser (please initial your response):**

1)

2)

3a)

3b)

\_\_\_\_\_  
(Initial)  
\_\_\_\_\_

**Signature:**

**Date:**

\_\_\_\_\_  
*(If the producer / endorser is a minor, a parent or legal guardian's signature is required)*

**Signature:**

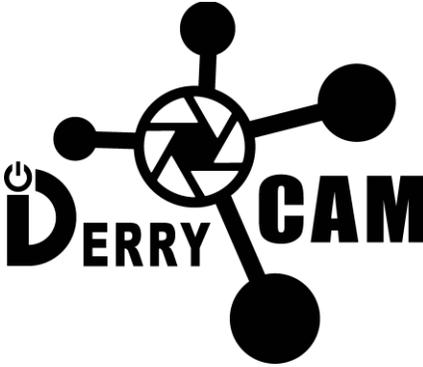
**Date:**

Print Name:

Does this program or series contain nudity, extreme violence or profanity? YES	NO
Were DerryCAM Facilities or Equipment used to produce this program (in its entirety or any portion)?	YES NO
If NO (to question #2) As stated in the Policies and Procedures, the DerryCAM Staff may copy this program upon request?	YES NO
If NO (to question #2), can this file be available for viewing via VOD (video on demand) if DerryCAM so chooses?	YES NO

Address:

Phone:



## Membership Application

Name: \_\_\_\_\_ Organization: \_\_\_\_\_

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

City / State / Postal Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Preferred contact method (email/phone) : \_\_\_\_\_

**\*PRIVACY POLICY:** *Derry Community Access Media collects this information for its own records and for communication with and within its membership only. Derry Community Access Media will not rent, sell, or otherwise provide this information to any other party except as required by law.*

Emergency Contact: \_\_\_\_\_ Relation: \_\_\_\_\_

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

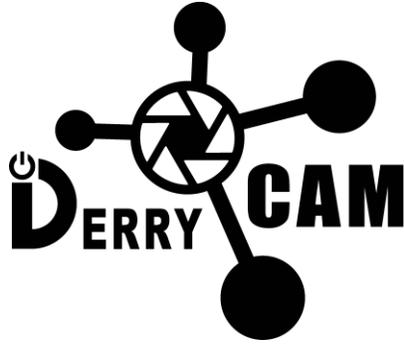
Mobile Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Areas of interest: HOST / CREW / EDIT / OFFICE

**Please sign the application below.**  
**If you are under the age of 18 the signature of a parent or legal guardian is required:**

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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



## Program Proposal Form

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

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

Email: \_\_\_\_\_

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

Organization: \_\_\_\_\_

*The information requested in this proposal will enable the DERRYCAM staff to determine your production needs. Please type or print your answers in the spaces provided and submit the completed proposal to the DERRYCAM Station Manager.*

1. Title of Program:

2. Series or Single Program:

3. Length of each program in minutes:

4. Describe what the scope of the program:  
Topic, Audience, Demographic:

5. Production Requirements: Set, Crew, Equipment:

6. Additional Comments:

All Applicants must read the following before signing:

*I acknowledge that the submitted program contains material that may be considered offensive, controversial, and/or inappropriate for younger audiences and therefore agree to an assigned cablecast time slot after 10:00pm. I also agree to a "Viewer Discretion Advised" warning on all scheduled listings as well DERRYCAM promotional material.*

If the preceding statement applies, please initial here: \_\_\_\_\_

I have read, am familiar with, and agree to abide by the policies and regulations regarding programs aired on Derry Community Access Media Public Channels.

- I am familiar with the nature of the program material and take full responsibility for its content.
- I understand that the following material is prohibited for presentation on the Public Access Channel for Derry:
  - Any commercial advertising.
  - Any material which constitutes libel, slander, invasion of privacy or public rights, or use of trademark or copyright which may violate local, state or federal law.
  - Any material concerning lottery information, gift enterprise, or similar scheme.
- I understand that I am responsible and agree to hold harmless Derry Community Access Media, The Town of Derry, and Comcast from any liability, loss, claim, cost or damage of any nature whatsoever which may arise from distributing the above-mentioned program.
- I understand that it is Derry Community Access Media policy to program any material which may be considered offensive, controversial and/or inappropriate for younger audiences after 10:00pm and have indicated above if this program contains such material.

Producer's Signature: \_\_\_\_\_

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