



**Montgomery Community Media/Montgomery Community Television, Inc.  
FACILITY USER GUIDELINES FOR  
DISTRIBUTION OF USER PROVIDED PROGRAMMING OR CONTENT**

Montgomery Community Media (MCM) is a service of Montgomery Community Television, Inc. (MCT), which is a non-profit corporation under the laws of Maryland.

This document governs MCM User's operation of MCM's transmission facilities and platforms for distributing User's programming or content. For purposes of this document, "distribution" means cablecasting or streaming via MCM's channels, including the following methods:

Web and/or pod casting throughout the world, via the Internet, or through other electronic means including, but not limited to, fiber-optic telephone lines, wireless (cell) telephone, flash computer memory, portable media devices and electronic download or any other means, whether known or in existence at the date of the STATEMENT OF COMPLIANCE.

Per the Statement of Compliance, MCM and the User understand and agree to the following:

1. MCM agrees to distribute non-commercial programming or content that User provides to MCM.
2. User agrees that MCM has the right to refuse to distribute User programming or content that MCM determines, under applicable law, is solicitous, promotional, obscene, defamatory, an invasion of privacy, a violation of publicity rights and/or advances illegal purposes.
3. User agrees that MCM retains sole responsibility for scheduling and distributing User programming or content that MCM accepts and agrees to disseminate through its platforms.
4. User agrees, concerning programming or content it submits to MCM, to obtain copyright agreements, licenses and permits from broadcast stations, networks, sponsors,

music licensing organizations, performers' agents and/or representatives and any and all other individuals or entities to permit distribution.

5. User agrees, concerning a pre-recorded program or content for which User does not hold copyright, to submit to MCM proof of a distribution arrangement with the copyright holder.
6. User agrees to indemnify and hold harmless Montgomery County, the cable operator franchised to operate in Montgomery County and MCM, and their agents, employees and representatives from any and all liability and injury arising from or in connection with claims for User's failure to comply with applicable laws, rules, regulations and/or local, state, and/or federal authorities for claims of defamation (libel and/or slander), invasion of privacy, right of publicity, infringement of copyright unauthorized use of a trademark, trade name, design patent and/or service mark.
7. User agrees to indemnify and hold harmless Montgomery County, the cable operator franchised to operate in Montgomery County and MCM for User's breach of contract and/or other obligations with third parties.
8. User's agreement to indemnify and hold harmless Montgomery County, the cable operator franchised to operate in Montgomery County and MCM includes assumption of the attorney's fee and the costs of defending any litigation arising from User's violations stated in 6 and 7.
9. User agrees to assume liability for any and all claims arising from User's damage or injury, in law or equity, from claims arising from or in connection with User's use of MCM production and/or distribution facilities, including, but not limited to, loss and/or damage to MCM videotapes, DVDs, flash computer memory devices, computer hard drives, electronic files and or other media User employs to submit programming or content for distribution through MCM.
10. User agrees to publicly disclose information concerning the programmer's creator or content creator, copyright owner, location of the program or content creation, program or content funding sources and agrees to any MCM requirement concerning on-screen credit of this information.

11. User shall retain copyright to any program or content the User submits to MCM for distribution.
12. MCM reserves a non-exclusive license to distribute User's programming or content for a period of three (3) years from the date of program or content submission, without limit concerning the frequency of distribution, unless MCM and the User negotiate otherwise in a written agreement.
13. MCM reserves a non-exclusive license to use excerpts of up to five minutes from the User's programming or content, into perpetuity, unless MCM and the User negotiate otherwise in a written agreement.
14. The applicable laws of Maryland shall govern this document and its parameters.

To confirm the understanding of these guidelines, MCM Users will receive a Statement of Compliance, to sign and return to MCM staff.