

WCA
WEYMOUTH COMMUNITY ACCESS



Rules and Regulations
2016

RULES AND REGULATIONS

WEYMOUTH COMMUNITY ACCESS

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Foreword:

In April of 1996, Cox Cable and the Town of Weymouth executed a cable television Renewal License providing for the creation and funding of a nonprofit access corporation, Weymouth Educational Telecommunications Corporation, Inc. (“WETC”), a tax exempt charitable and educational corporation under Section 501(c)(3) of the Internal Revenue Code, to provide non-commercial educational access television programming for the Weymouth community. The June 2004 Town of Weymouth Comcast Renewal License expanded WETC’s nonprofit responsibilities to include the management of the public access channel, formerly operated by the cable provider and now called Weymouth Community Access (“WCA-9” or “WCA”).

Consistent with applicable law, these public access Rules and Regulations govern the WCA-9 public access channel, and not the WETC educational and governmental access channel or related educational and governmental access uses. Educational and governmental access are subject to a different governance framework.

Goals:

WCA’s goals include the following:

To establish a broad base of community understanding, support and involvement in nonprofit, non-commercial public access television.

To provide information, instruction and resources to promote opportunities for the production of programming that expresses the skills, talents, abilities, interests, diversity and aspirations of the Weymouth community.

To develop outreach programs to all segments of the community.

To provide an electronic medium for diverse expression.

To provide public access in a manner that promotes and is consistent with the nonprofit, 501(c)(3) tax exempt, charitable and educational nature of the organization.

To ascertain areas of programming need, aid in training, the implementation of programming and assessing community response to programming on the public access channel.

To strive to achieve technically and aesthetically high quality programming.

To provide sound management and financial strategies to ensure continued community access to and use of the public access channel.

To work cooperatively with other similar organizations locally and regionally to promote and develop meaningful community uses of the public access channel.

To maintain a working studio wherein producers and users have opportunities to use WCA-9 facilities and resources subject to accepting responsibilities as members of the WCA-9 community in accordance with WCA's Rules and Regulations and applicable law.

Rules and Regulations

Revised by the WETC Board of Directors, February 2016.

STATEMENT OF PURPOSE:

Weymouth Educational Telecommunications Corporation (WETC), a not-for-profit, 501(c)(3) charitable and educational tax exempt organization, provides locally produced television programming, and provides training for members to provide local programming, for the interest and information of our Weymouth audience on two local channels, Weymouth Community Access (Channel 9 for public access) and Weymouth Educational Telecommunications Corp. (Channel 11 for educational and governmental access). Both stations work cooperatively to produce programs for and about our Weymouth community. The Rules and Regulations herein are for the WCA-9 public access channel and operations.

I. MEMBERSHIP:

Any person age 14 or older who resides, works in, and/or is affiliated with a nonprofit organization in Weymouth may become a member of Weymouth Community Access subject to such member's agreement to compliance with WCA-9's Rules and Regulations and applicable law.

A. Types of membership:

1. Individual membership:

Individual membership is open to anyone who resides in Weymouth subject to applicable law and the requirements herein. Subject to availability of resources, individual members may receive:

- Access to training classes and production equipment
- Technical guidance and support from WCA-9 staff for media

production.

2. Organizational membership:

Any Weymouth-based, nonprofit organization may become an organizational member. Organizational members receive:

- Privileges of an Individual membership, subject to an Organizational member having only one vote per organization on matters, if any, as may be voted on by individual members;
- Specialized training classes for three or more persons, which are specifically geared to the needs of the organization.

B. Membership requirements:

1. Show a picture ID, plus 2 proofs of Weymouth residency (for Individual membership) or a letter from a Weymouth-based organization (for Organizational membership)
2. Complete a membership application.
3. Sign the Access Member/User agreement(s) and/or forms indicating that the Member/User has read and will abide by the Rules and Regulations and accepts full responsibility for his/her own programs, content therein, acts, omissions and/or liabilities.
4. Pay the required membership fee, if any.
5. WCA-9 requires members to take all basic production classes to become an access member. 1) Field Production, 2) Studio Production, and 3) Editing. WCA-9 requires members to take all the basic production classes before offering any advanced production and/or software workshops. If a member has not used the equipment or facilities for a six-month period, and/or if the equipment has changed during the absence of a member, re-training may be required if WCA-9 reasonably finds it to be in the best interest of WCA-9 and its members.
6. Compliance with WCA-9 scheduling requirements and related procedures as needed for orderly, safe, and cost-effective access to and

use of equipment, facilities, training, classes and other WCA-9 services.

- C. Violation of WCA Rules and Regulations and/or applicable legal requirements may result in suspension or termination of, or other appropriate remedies regarding member privileges, subject to members having a reasonable right to notice of the nature of such proceedings, with reasonable prior notice when feasible and appropriate and with members having a reasonable opportunity to be heard on such matters subject to these Rules and Regulations.

II. PROGRAMMING:

A. Requesting time:

Any Weymouth resident or organization may request time for cablecasting a program on WCA, Channel 9. Those requesting time for programs *not* produced at WCA-9 must submit a “Bicycle Request Form” along with the finished program at least a week in advance of available programming time. Programs produced outside of Weymouth require a local sponsor which can be any Weymouth resident who can show proof of residency, subject to such local sponsor being responsible for any such outside programming (in addition to any responsibility of the outside producer); and further subject to such local sponsor and outside producer agreeing to such WCA-9 forms and requirements as apply to outside and/or locally sponsored programming.

B. Series programming:

A series is considered to be at least four new programs with a consistent theme or format. Members producing/presenting a series can receive a regular time slot, subject to the following. Series producers must make continuous use of their time slot with no more than six repeats of a program in order to hold on to that time slot. A regular time slot for a local series will be provided for a cycle of six months from the date of the first cablecast in that time slot.

C. Time slots:

Time slots for WCA-9 are available on a non-discriminatory basis and in accordance with the established “Order of Programming Importance” listed below. In general, the WCA-9 staff will program WCA-9 to consider presenting a coherent schedule to cable subscribers, as well as audience building, diversity of programming and technical issues. Single programs will be scheduled at four times during the first full month of cablecast.

At times, WCA-9 may limit how many times a single program may run. The regular Program Schedule is subject to change at any time and all scheduling decisions made by the Program Director are final, subject to such rights of review as may otherwise reside in the Board of Directors and/or its designees.

D. Order of programming importance:

- 1) *Locally produced programs will have priority over imported sponsored programming in terms of time slots and the number of times recablecast.*
- 2) *Call-in live program over live program*
- 3) *Live program over taped program*
- 4) *Series over single program*
- 5) *Original over repeat program*
- 6) *Programs deemed unsuitable for children will be cablecast after 11 p.m. subject to Section F(2)(I) below.*

E. Technical requirements:

All programs cablecast on WCA-9 must meet minimum technical requirements. WCA-9 staff has the right to not cablecast a program that can either not be adequately heard or seen by audience members viewing the channel signal.

F. Submission requirements:

1. All programs must have clear legible labels. Label on DVD must include:
 - Program title
 - Cue in time (not in excess of one minute)
 - Length of program (RT=running time)
 - Airdates (required for series programs)
2. Label on DVD must include the producer's name and phone number.
3. Only one program per DVD may be submitted for cablecast.
4. Programs should begin with 30 seconds of color bars and a 10 second countdown and be black at the end of the program for at least 20 seconds. Programs must have a continuous control track from beginning to end.
5. All programs must be rounded off in length to the nearest half hour. A shelf of promos, public service announcements and station IDs are

available to our local producers for this purpose. WCA-9 reserves the right to shorten the length of the cablecasting of any program it finds too long and not within the regularly allotted time slot, so that a program does not interrupt the remainder of the program schedule rotation.

6. All programs produced at WCA-9 must begin with a disclosure similar to the following: “The following program was produced by an independent community producer. The opinions expressed do not necessarily reflect those of the Weymouth Community Access staff or its Board of Directors. WCA, in compliance with FFC regulations, is prohibited from exercising control over the content of independent, member-producer Public Access programming.

G. Prohibitions/Clearances:

Producers or those who are requesting or sponsoring time on WCA are fully responsible for the content of their programs and are responsible for any violations of the prohibitions and restrictions set forth below and under applicable law.

1. Restricted Categories

Subject to applicable law, presentation of the following categories of material are prohibited on the public access channel, with prohibitions and restrictions being subject to applicable law and a fair process as further set forth below:

- a. Consistent with our Internal Revenue Service charitable, 501(c)(3) status and consistent with the local cable license, commercial advertising and commercial programming are prohibited subject to applicable law, including:
 - Commercial promotion of the sale of products and/or services;
 - price information in connection with commercial advertising;
 - commercial calls to action or inducements to buy products and/or services;
 - paid political advertisements.
- b. Unlawful use of material that is copyrighted, trademarked, service-marked, or otherwise subject to other third party intellectual

property rights, including programming that does not have the necessary consents or licenses from copyright holders, or does not have image, performance, location and/or other intellectual property releases. WCA producers and submitters may be asked to furnish written authorization for use of such materials.

- c. Any material which is intended to defraud the viewer or is designed to obtain money by deceptive, false or fraudulent pretenses, representations or promises.
- d. Programming that is not constitutionally protected speech and under applicable law is duly found to warrant prohibition or other appropriate restriction, including but not limited to:
 - libel, slander and/or defamation
 - obscenity
 - unlawful invasion of privacy
 - violation of publicity rights, such as unlawful appropriation of an individual's name and/or likeness
 - threatening speech subject to legal precedent with respect to unprotected threats
- e. Solicitation of funds, with the exception that nonprofit member organizations may produce two fundraising programs per year, subject to the producer reasonably showing that the foregoing is authorized by and in compliance with Massachusetts, Internal Revenue Service and other requirements with respect to charitable fundraising. Fundraising programs must be approved in advance by the Executive Director.
- f. Subject to applicable law, program material that creates the immediate or imminent danger of injury to persons or damage to property; obstruction of law enforcement or public safety functions or services; the harm of any person by threat, threat of force or physical action through the exercise of a legal right, or the disturbance of any person in the enjoyment of a legal right; or the creation of a public nuisance.
- g. Material that violates local, state or federal law, or FCC rules and regulations.
- h. Procedures Regarding Restricted and/or Prohibited Programming

i. WCA reserves the right to take appropriate and lawful action with respect to unlawful programming; exercise lawful studio scheduling practices; and require disclaimers and disclosures and other measures as may be lawful and appropriate for nonprofit charitable public access centers. The authority to adopt lawful limitations and prohibitions for certain categories of programming does not create or imply any duty or corporate purpose to regularly pre-screen programs and WCA lacks the resources for such regular pre-screening. WCA reserves the right to pre-screen program content if it is presented with credible evidence of specific content being obscene, defamatory, a copyright violation, or otherwise lawfully subject to restriction and/or prohibition.

ii. Implementation of limitations or prohibitions shall be pursuant to a framework providing the producer/sponsor with reasonable notice and opportunity to be heard on such matter by the WCA Director, WETC Executive Director or Board of Directors or the Board's designee(s) (and in the foregoing order as order for being heard); however, where exigent circumstances exist, including the existence of reasonable basis for anticipating imminent physical, legal or other injury to persons or property resulting from content reasonably found to be prohibited by law, notice and/or opportunity to be heard on such matter may be scheduled reasonably subsequent to and not prior to good faith imposition of a lawful programming restriction, subject to and in accordance with applicable law.

i. Safe Harbor Scheduling and Adult and Indecent Programming

Presentation of adult and indecent programming not suitable for an audience during hours likely to be viewed by children, as determined in accordance with lawful community standards, is permitted only during safe harbor hours of 11 p.m. to 5 a.m. Members, producers or sponsors submitting a program are responsible for disclosing on the WCA cablecast paperwork and form whether their programming contains any adult indecent material. WCA reserves its rights to use safe harbor scheduling based to the extent allowed by applicable law and programming which is obscene may be prohibited in accordance with Sections F(2)(D) above. Any implementation of safe harbor scheduling may be appealed by Members and Users subject to WCA providing any such appellant a reasonable opportunity to be heard on such Safe Harbor scheduling matter by the Programming Director or

such person(s) as designated by the Board of Directors.

H. Program schedule:

1. WCA staff will regularly update the program schedule on WCA-9. Two weeks advance notice prior to cablecast is necessary for a non-series program to be included in a regular cablecast schedule.
2. Individual producers are encouraged to do press releases and further publicity for their own programs. Such promotional materials must be approved by WCA staff to ensure accuracy of information.
3. Community producers may avail themselves of **one free** community bulletin page to help promote their program being cablecast on WCA. This community bulletin will run for the duration of the program run.

I. Community Bulletin Board:

1. Messages may be run by Weymouth-based, nonprofit agencies and organizations and by WCA producers engaging in noncommercial promoting of their programs.
2. Messages from nonprofit agencies outside of Weymouth who claim a constituency in our community will be considered on a case by case basis; however, non-residents and non-resident agencies have no right of access hereunder, and WCA reserves the right to require a local resident to sponsor any outside messages, subject to such lawful rules as adopted by WCA and subject to the local sponsor accepting responsibility for sponsored messages (in addition to the responsibility of the outside nonprofit agency).
3. Messages must be on the proper WCA form.
4. New messages begin on Monday and will run up to the day of an event. Ongoing messages, except those promoting a WCA program, will run for up to three weeks.
5. The deadline for submissions is Wednesday at 5:00 p.m. for messages to begin the following Monday.
6. Messages promoting a noncommercial event may be received up to 45

days preceding the date of the event and will begin running not more than three (3) weeks prior to the event.

7. No agency, organization or WCA producer may concurrently run more than two different messages with the exception of a municipal agency that requires additional notices.
8. WCA staff may edit messages for space and clarity.
9. Commercial advertising is prohibited. WCA staff will determine if a bulletin constitutes the promotion of a commercial enterprise on a reasonable case by case basis. Decisions made by the WCA Program Director are final, however, upon written request WETC shall provide a reasonable and fair process for a hearing to review a challenge to a determination of material being commercial.

III. PRODUCTION:

WCA-9 equipment and resources are only available for productions intended to be run on WCA-9. WCA members wishing to produce a program must file a program proposal and have it approved by WCA staff prior to their first reservation of production equipment or facilities. Producers are allowed access to equipment on one program proposal at a time. Exceptions will be made at the reasonable discretion of the staff and upon written request WCA shall provide a fair and reasonable opportunity for review of equipment access determinations.

A. Role of WCA-9 staff:

Successful public access programming depends on participation by many active volunteers who use video communication tools in order to independently reflect their ideas. Because of this, as well as limited staff time, WCA-9 cannot provide video production services for community members or organizations. Subject to availability of resources, staff will assist community members in assembling production crews from among trained and qualified community volunteers; and staff will assist in the provision of regular opportunities for training as customarily available. Community organizations planning to do programs on a regular basis are encouraged to form a television production team, which WCA will then train. WCA-9 Staff can from time to time, subject to resource limits, assist to get other access members to volunteer, but often volunteers are not found by staff and WCA-9, and the access members have the onus of finding other members to volunteer to assist with program production.

B. Ownership:

While individual WCA producers retain ownership of and copyright in their programs subject to applicable law and the terms herein, Weymouth Community Access owns the resources used to produce these programs, including tapes, DVD and/or raw footage. WCA is not responsible for archiving footage, recordings and other third party content for programming for over 6 months and has the right to delete footage, recordings and other third party content once this period has elapsed. Producers must keep the master DVD of their program. Unless other arrangements are made, WCA has the right to maintain a copy of any program produced with WCA's facilities, equipment and/or resources for unlimited cablecast and publication in other media or for noncommercial promotional purposes.

C. Unfinished programs:

Producers wishing to cancel/withdraw a program proposal must do so in writing. Program proposals not acted upon within 6 months of submittal shall be considered inactive and WCA may reclaim any materials used to produce the incomplete program such as raw tape footage of any material located on the hard drives.

D. Program credit for underwriting and grants:

Underwriting for programs must be for goods, services, in-kind contributions and/or donations that aid in developing and improving programs. Credit for underwriting should be as follows: "This program was made possible through a grant by..." or "Goods and services used in this program were contributed by..." and shall otherwise comply with the underwriting style and content standards promulgated by the nonprofit Public Broadcasting System (PBS) for noncommercial television underwriting. WCA credit must be included. WCA staff must be informed in advance of any such underwriting credits and consulted about the proper format for underwriting credit. Producers should not include telephone number or street addresses of underwriters, but may list business or organization name and town. At no time is a Community Access Producer able to accept a financial donation for their personal benefit. WCA reserves the right to suspend its cablecasting or other distribution of any program not in compliance with noncommercial television station underwriting standards subject to restoring such program upon producer compliance with said underwriting standards. WCA reserves the right to require producers and users to execute an Underwriting Agreement acknowledging acceptance of the foregoing underwriting style and content standards.

E. Copyrighted Material:

The use of copyrighted material in WCA programs is strictly prohibited unless copyright clearances and/or consents are obtained in accordance with applicable law. Consistent with the producer, users and sponsors assuming responsibility for all programming and content-related matters in connection with their programming, and consistent with WCA not being responsible for producer, user and sponsor programming and related content matters; producers, users and sponsors, not WCA, assume all responsibility and liabilities for any copyright-related matter, obtaining clearances and ascertaining need for clearances and for ongoing copyright questions that may arise in connection with their programming.

IV. TRAINING:

Any Individual or Organizational Access Member is eligible to participate in a variety of classes. Class reservations are on a first come, first served basis.

1. Class sizes not to exceed five (5) persons in production/field or three (3) persons in editing.
2. WCA staff reserve the right to limit and reduce class size(s) based on resource limits. When possible, members should call in advance to confirm the number of openings for participants in a class.
3. Members must produce at least on program before taking any advanced classes or workshops.

V. EQUIPMENT/RESOURCES:

A. General guidelines:

1. WCA members may reserve portable production, post production and studio production equipment on a first come, first served basis for the production of programming for WCA- 9.
2. Due to equipment compatibility issues and broadcast quality standards, WCA-9 members are prohibited from using non-WCA-9 equipment with WCA-9 equipment, including but not limited to, mobile device cameras or personal editing systems.
3. Equipment may not be used in hazardous situations. If a WCA member wishes to take the equipment outside the Town of

Weymouth, that member must first obtain written permission from the WCA Director. Failure to do so may result in suspension of membership.

4. Members wishing to reserve equipment should file their program proposal with the WCA staff before their first reservation. Improper bookings will be considered cancelled.

B. Field Camera/Equipment Reservations

1. A normal booking is for a 48 hour use of equipment. Friday pickup/Monday morning return constitutes one booking.
2. The amount of equipment available for a given request will be determined by the staff based on the experience of the requesting access producer, the needs of others, the needs of the request and the equipment repair schedule.
3. It is required that equipment be reserved no less than 48 hours in advance and no more than 14 days in advance.
4. Bookings are limited to one use in any week per series.
5. There is a maximum of four uses of equipment per stand-alone special or a series episode created.
6. Exceptions to the equipment rules may be made at the time of program proposal approval at the discretion of the staff based on the availability of equipment and facilities.
7. **WCA does not guarantee consistent access to all production equipment.** WCA members/organizations that require continuous regular use of the equipment, such as equipment for the recording of weekly meetings should consider purchasing their own compatible equipment. The WCA Director is available to offer guidance on finding compatible equipment.
8. WCA-9 members are only permitted to hold two equipment reservations at one time. All equipment from a current reservation must be returned before making future reservations.

C. Equipment pickup:

Equipment must be picked up at the WCA office during regular office hours by the access member who reserved it at the time scheduled with WCA staff. At no time will equipment be given to a non-member. It is in the best interest of the borrowing access producer to carefully review the equipment before departure to make sure that all items needed for production are intact and in good working order.

D. Equipment return:

Equipment must be returned at the time indicated on the Equipment Check Out Form. Borrowers are responsible for notifying the staff in writing if there are any problems with the equipment. Members cannot borrow additional equipment until all items have been returned in good working order. Hours of equipment return will be scheduled by staff.

VI: POST PRODUCTION/EDITING:

- A.** All editing equipment can only be used by WCA members for the specific use of producing a WCA program.
- B.** Members must not change the editing equipment wiring or connections or bring in accessories. Downloading, changing of passwords or settings is also prohibited.
- C.** It is required that edit lab time be reserved no less than 48 hours in advance.
- D.** The maximum amount of time available for reservation in the edit bay is 4 hours per week; with a maximum of 2, two-hour days per week.
- E.** Access producers may not use more than 30 hours of reserved edit time per program. Producers may use up to four hours per day.
- F.** Producers and staff will ensure that edit rooms are vacated promptly at the time scheduled and left clear and ready to use.
- G.** Laptop checkout: All laptop computers must be returned to WCA within 72 hours of check out. To ensure that all members have an opportunity to use the laptops, a member must wait 4 business days before allowed to check out again.
- H.** WCA-9 members are only permitted to hold two edit bay reservations at one

time.

- I. WCA will maintain possession and ownership of the provided external hard drives that accompany laptop computers. All hard drives are for the storage of show footage only, no personal information (i.e. music, homework, photos, etc.) may be downloaded or stored on the hard drives or the laptop. WCA-9 members are encouraged to purchase their own external hard drives if they desire archiving files as all WCA hard drives will be cleaned out every six months. The WCA Director is available to offer guidance on finding compatible hard drives for members to purchase.
- J. No food or drink is allowed in the editing areas or near editing laptops

VII. STUDIO PRODUCTION:

- A. Producers will provide the WCA staff with a completed crew sheet at least one week in advance of a shoot. Crew position assignments are the responsibility of the certified producer. All studio crew must be trained WCA members or volunteers or approved by the WCA staff. Interns and volunteers may be available to assist in the production subject to producer acceptance of responsibility for interns and volunteers used by producer.
- B. Studio time must be reserved no less than one week in advance. A WCA-9 member may reserve the studio a maximum once per week for no more than 5 hours.
- C. A WCA-9 member may only reserve and use the studio for a maximum of three times per completed episode.
- D. Series programs with regular time slots have priority over any other use of that time slot until determined otherwise by the WCA staff.
- E. Producers and their crews will ensure that they leave the studio clean and orderly and vacate the studio within the time allocated or be subject to possible loss of privileges. No food or drink is allowed in the studio or control room.
- F. Producers and crews should allow for up to 30 minutes setup time and 30 minutes break down time which is part of the reservation itself. Due to limited space, WCA cannot store sets and props.
- G. WCA-9 cannot guarantee regular or weekly studio time slots.

- H. WCA-9 members are only permitted to hold two studio reservations at one time. All current studio reservations made by WCA-9 members must be completed before reserving future studio time.
- I. WCA-9 requires advance notice for any special request for studio sets, as it takes extra time to set up various set configurations.
- J. Producers and their guests are responsible for any special needs outside of WCA-9's regular available resources.

VIII. RESPONSIBILITY AND INSURANCE:

WCA members are responsible for the WCA facilities and equipment signed out to them. This includes responsibility for the acts of guests, assistants and others and for loss, damage, theft and or other acts and/or omissions.

A. Violations:

In order for these policies to be effective and to keep operations running smoothly, a system of sanctions, penalties and/or warnings has been instituted. Major violations and minor violations can result in restrictions on an Access Member or organization as set forth below. The Executive Director or designee is authorized to issue warnings and suspensions subject to the following. Warnings may be issued for violations and warnings will be in effect for one year from the date of issue. Suspension from WCA-9 membership includes: loss of access to WCA-9 equipment, resources, and reservations, a suspension in the member's program from airing, and suspension of access to the community bulletin board. Members who return after a suspension are considered to be in a 6 month probationary period. The first violation made during a probationary period will result in a written warning.

1. **Major violations:** Major violations may result in a 90-day suspension of membership subject to the terms and procedures herein. Repeated major violations may result in longer suspensions and, may result in termination if found necessary for safety of persons and property. Major violations may include but are not limited to:
 - Commercial or profit-making use of facilities and equipment
 - Misrepresentation of member's affiliation with WCA to others
 - Falsifying forms
 - Taking or reserving equipment without staff permission

- Abuse of equipment, including attempted and unauthorized repair
- Unauthorized changing of the wiring or connections or unauthorized attaching of accessories
- Tampering with equipment
- Tampering with or use of unauthorized scheduling procedures and practices
- Verbal or physical abuse or sexual harassment of staff or other members
- Consumption of unauthorized alcoholic beverages or illegal drugs on the premises
- Repeated failure to meet facility, equipment and training scheduling requirements.
- Knowingly engaging in acts that are inconsistent with and may jeopardize WETC's charitable, 501(c)(3) tax exempt status
- Knowingly engaging in unauthorized use of copyrighted or other protected content or knowing use of persons or their likeness in programs without obtaining required releases and/or consents
- Knowingly engaging in violations of material provisions of these Rules and Regulations, including but not limited to wrongful cablecasting of prohibited content, including libel, defamation and slander; obscenity or acts constituting a violation of privacy laws and other applicable laws and legal requirements; and repeated violation of house rules set forth in Section IX(G) below
- Attempting to install unauthorized software or otherwise alter a computer
- Possession of weapons or illegal substances inside WCA facilities
- Other illegal activities
- A pattern of repeated minor violations spanning multiple years
- Any other act or omission which in the reasonable determination of WCA posed or poses a risk of health or safety of any WCA member, staff, volunteer, or guest

2. **Minor violations:** Minor violations by individuals or organizations may result in the following actions or series of actions subject to the terms and procedures herein:

First violation: Verbal warning

Second violation: Written warning

Third violation: Membership suspension of up to 90 days

Minor violations may include, but are not limited to:

- Late pick-up or return of equipment without notification and approval
- Mishandling of equipment, including taking any WCA equipment outside of the Town of Weymouth without the written permission of the WCA Director.
- Smoking in any part of building
- Eating, drinking in non-designated areas
- Failure to clean up after using the facilities
- Failure to cancel a scheduled training session or other WCA appointment reasonably in advance of the session or appointment
- Failure to vacate a studio or edit room within the time prescribed
- Failure to follow the prescribed rules for reserving studio time

Violation of house rules set forth in Section IX(G) below.

Notwithstanding the foregoing, a pattern of repeated minor violations (more than two) shall be treated as a major violation for purposes of assigning appropriate sanctions. For the purpose of assigning appropriate sanctions, due weight may be given to a finding of a pattern of similar or related violations in event such pattern occurs among individuals from the same organization and is found to be in connection with a knowing or intentional pattern of violation. For the purpose of assigning appropriate sanctions, due weight may also be given to the proximity in time of a new violation to a member's having been previously found to violate the Rules and Regulations.

3. Procedures Regarding Violations

Implementation of penalties and sanctions shall be pursuant to a framework providing the producer/sponsor with reasonable notice and opportunity to be heard on such matter by and in the order of being heard first by the WCA-9 Director, then the WETC Executive Director and then Board of Directors or the Board's designee(s); however, where exigent circumstances exist, including the existence of reasonable basis for anticipating imminent physical, legal or other injury to persons or property, notice and/or opportunity to be heard on such matter may be subsequent and not prior to good faith imposition of sanctions and/or penalties, subject to and in accordance with applicable law.

a. Grievances:

Any grievance, including grievances concerning violations, penalties or warning that an access member or organization has and does not

feel that has been met with an adequate resolution, may be appealed to the Executive Director. If the access member is still not satisfied, he/she may appeal to the Board of Directors and request being heard at their next meeting. A grievance needs to be filed to the Board of Directors in writing: Board of Directors, WETC, P.O. Box 250, Weymouth, MA 02190. All decisions by the Board of Directors are final, subject to the Board of Directors reserving the right of reconsideration and/or re-hearing exercisable in its reasonable discretion for good cause shown.

b. Insurance:

WCA has an insurance policy for the equipment while it is being used by members. Premiums are paid by WETC and the policy is in WETC's name. In the event that equipment is stolen or damaged and the insurance company honors the claim, the Access Member is responsible for the deductible, which is currently 20% of the amount of the claim with \$250 as a minimum deductible and \$1,000 as a maximum. In order for the insurance company to honor the claim in the case of theft:

- A police report must be filed
- Equipment cannot have been left unattended
- There must be proof of forcible entry and
- Equipment must not have been left in a vehicle overnight.

In the event the insurance company does not honor a claim, it is the responsibility of the access member to reimburse WCA for the full replacement value.

IX. OTHER CONDITIONS:

A. Use of computers and other office equipment:

WCA members must understand that all electronic communication systems and all information transmitted by, received from, or stored in these systems are the property of WCA to the extent permitted by applicable law. WCA members should have no expectation of privacy in connection with the use of such publicly used equipment or with transmission, or with respect to receipt or storage of information in this equipment. Access members must also agree not to use a code or password, access a file, or retrieve any stored communication unless authorized by WCA.

WCA members are welcome to use the various office equipment on a limited basis subject to requesting and receiving WCA authorization. We ask that members be respectful of the amount of paper being used.

B. Volunteers/Interns:

WCA-9 relies heavily on the services of volunteers. WCA members are encouraged to volunteer during and after their training. Those who are non-residents and cannot become an Access Member, may offer to volunteer if they already have video production skills and are working on a specific program under the guidance of WCA staff. Notwithstanding the foregoing, WCA-9 does not offer internships for nonresidents and nonresident offers to volunteer may be declined consistent with WCA-9's having limited resources and needing lawful discretion to not employ interns as determined by WCA-9.

C. Program duplication (dubs)

WCA-9 has the right to maintain a program library of all programs produced at our facility. These masters are the property of WCA and will be on file for up to a six month period, or for longer periods in the discretion of WCA. Access members and volunteers may request a copy of any mastered program by filling out a dub request form. These copies will be made for a fee and may not be available until two weeks after the request is submitted.

D. Program distribution:

WCA-9 members may seek out opportunities to have their programs distributed on other media outlets including but not limited to area community access facilities, or online media sites. WCA staff will provide the WCA member with one free DVD and members may purchase additional copies of a DVD at a cost, but WCA will not assist in uploading programs to various media sites. Members may purchase a DVD spindle on their own, however, members must keep possession of same and WCA will not store spindles of DVDs for access members.

E. Misrepresentation:

Access Members must not misrepresent themselves as employees of WCA or as having the ability to speak for WCA. Such actions may result in a suspension of access privileges subject to applicable procedures herein.

F. General house rules:

- Members are responsible for supervision and acts and omissions of non-member guests and children during productions or edit time.
- Guests of the access facility must show a license or suitable identification and be signed in at each visit.
- At no time are guests allowed to touch WCA equipment and staff members may limit the number of guests at any time.
- WCA members are responsible for any damage incurred by their guests.
- Children should not be left unattended in the access center.
- Members will not be allowed to litter in the access facility.
- Personal business and phone use should be kept to a minimum and not interfere with WCA operations.
- Cell phones must be turned off when in the access facility.
- No animals are allowed in the building except for service animals or as part of a production, and animals in a production shall be allowed only upon and subject to WCA consent to same.
- Smoking is not allowed anywhere in the building.

G. Right to Refuse:

WCA 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.

H. Indemnification:

Public Access Producers and Users of the access channel, and Sponsors of outside programming shall indemnify WCA, WETC, the Town of Weymouth and the cable operator and shall hold them harmless against any and all liabilities arising from their errors or omissions, program content and for any Producer, User or Sponsor use of facilities and resources, for which the Producer, User or Sponsor, or their invitees, guests, assistants or employees, are responsible, and for any breach of the Operating Rules & Procedures (and Rules and Regulations) and/or applicable law. As a condition of access, WCA may require producers, users or sponsors to sign WCA forms to acknowledge the foregoing indemnification and responsibility terms and conditions subject to applicable law

I. Interpretation:

Where the implementation of these procedures is subject to dispute or varying interpretations, decisions shall be at the discretion of the WCA-9 Director, WETC Executive Director and the Board of Directors (and pursuant to such matters be heard in the foregoing order) subject to the grievance procedures set forth above.

J. Amendments:

The board of directors reserves the right to amend these policies on an as needed basis. Members will be notified of any changes through the newsletter or through other appropriate means. All members are required to sign acceptance of such newly revised policies, rules and regulation and/or forms as a condition of membership.

K. Unusual situations:

Any situation in which there is not an operating rule or procedure will be temporarily governed by the judgment of the Executive Director, her/his designee or staff person on duty and the issue referred for discussion at the next Board meeting.

Producer, User and Sponsor Agreement
Weymouth Educational Telecommunications Corporation, Inc.
Weymouth Community Access

1. I have read and am familiar with the contents of the Weymouth Educational Telecommunications Corporation, Inc. and Weymouth Community Access (WCA) Rules and Regulations and agree to comply with the Rules and Regulations.
2. As the program producer, user or sponsor submitting the program for local cablecasting (the producer), I will be responsible for the content of program material to be taped, recorded and/or cablecast by me or by my invitees and assistants and agree that such program material will not include obscene material; commercial advertising; direct or indirect solicitation of money, except where exempted under these rules; material which constitutes libel, slander, unlawful invasion of privacy or publicity rights, violation of trademark, copyright or other intellectual property rights, or which might violate any local, state or federal law; and material otherwise lawfully prohibited under the Rules and Regulations

As part of my compliance with the Rules and Regulations I accept and acknowledge the reasonableness of WCA's reserving the right to schedule programming in accordance with the Rules and Regulations; require program warnings, disclaimers and customary program information; and otherwise acknowledge and agree to comply with WCA's requirements with respect to access operations in the Town of Weymouth.
3. I acknowledge that the producer is responsible for obtaining all approvals, clearances, licenses, etc. for the use of those program materials; including, but not limited to, approvals by broadcast stations, networks, sponsors, music licensing organizations, copyright owners, performer's representatives, persons appearing in the program material and any other approvals that might be necessary in order to cablecast the program on the WCA public access channel
4. I agree to indemnify and hold Weymouth Educational Telecommunications Corporation, Inc. and WCA harmless against any claims arising out of any use of the program material that I cablecast; or arising out of or in connection with any act or omission of mine in connection with WCA facilities and/or equipment; or arising out of or in connection with any breach of this Access User Agreement and the WCA Rules and Regulations; including, but not limited to, any claims in the nature of libel, slander, invasion of privacy or publicity rights, noncompliance with applicable laws and unauthorized use of copyrighted material or material subject to other lawful intellectual property rights..
5. I agree that I shall not represent myself or any other person involved in programming as an employee, representative, or agent of WETC or WCA, unless specifically authorized by WETC or WCA to do so.
6. I understand that I may be liable for the costs of any repair or replacement of equipment or materials resulting from: (a) damage beyond reasonable wear and tear through normal use, (b) misuse, or (c) theft while such equipment or materials are in my possession or control. I understand the penalties that apply if equipment or materials are not returned on time. I also indemnify WETC and WCA against any damage or liability incurred while using the equipment and materials.
7. I shall not use the WCA channel, equipment, or facilities for any personal or private financial gain or other commercial purposes. I understand that programming produced with WCA equipment or facilities shall be for the benefit of the community.
8. I understand that violation of the terms of this statement is grounds for suspension or forfeiture of the right to use WCA equipment, facilities or channel time subject to the Member Rules and Regulations.

I have read and understand the WCA Rules and Regulations and agree to abide by them.

SIGNED _____ DATE: _____
(Parent or Guardian, if minor)

PRINT NAME: _____

FULL ADDRESS: _____

TELEPHONE: _____

DRIVER'S LICENSE OR OTHER ID: _____

APPROVED BY: _____ DATE: _____

Weymouth Educational Telecommunications Corporation, Inc.

WCA Public Access User Agreement