

**POLICIES AND PROCEDURES**  
**OF**  
**HARPSWELL COMMUNITY BROADCASTING CORPORATION**

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Listed below are the policies and procedures, which must be followed for any programming to be broadcasted on Harpswell Community Television's broadcasting facilities.

#### **A. Policies**

1. No financial charge will be made for the use of Harpswell Community Television's facilities.
2. All programs shall be scheduled on a first come, first served basis during each programming block of time set aside by the Station Administrator. The Station Administrator shall retain the right to determine the date and time for the broadcasting of all programs. This specifically includes all live programs.
3. All programming produced outside of Harpswell must include the producer's written permission for use and must be accompanied by a Broadcast Request Form signed by a minimum of three (3) Harpswell residents.
4. Scheduling of a proposed live program is subject to (1) availability of the facility, equipment, and staff to supervise production, and (2) technical knowledge and certification requirements for use of the facility and equipment. A program format must be submitted at least ten (10) working days before the scheduled air date. A "no show" for a live program is immediate grounds for a program/series cancellation. Violation of any of the policies and procedures of Harpswell Community Broadcasting Corporation or of Harpswell Community Television during a live broadcast may result in the immediate termination of the program and suspension of privileges for the program producer(s). The decision to terminate the program/series shall rest solely with the Station Manager and/or the designated representative of the Station Manager. The Station Manager or Station Administrator may pre-empt or reschedule a live program if all necessary conditions have not been met.
5. In the event of a disagreement with the Station Manager's or Station Administrator's decision, the producer may appeal to the Board's Program Committee which will meet and render a decision within seven (7) calendar days of the appeal. If still dissatisfied, the producer may then make an appeal to the Harpswell Community Broadcasting Corporation Board of Directors at the next scheduled Board meeting. The decision of the Board will be final.
6. The Station Administrator shall designate the equipment and facilities available for use for each program. Producers must demonstrate the necessary technical knowledge and ability to operate the requested facilities and equipment.
7. Sufficient technical knowledge and ability to operate or use particular HCTV facility or equipment may be demonstrated by completion of an HCTV sponsored training class, satisfactory answers to oral questions, and/or a hands-on demonstration of proficiency in the use of specific pieces of equipment. This must be done to the satisfaction of the Station Manager or his or her designee.
8. HCTV facilities and equipment may not be used to produce commercial programs or for commercial purposes.

9. An HCTV Project Proposal must be submitted to the Station Administrator. When this form is on file at HCTV, the applicant is eligible to request the use of studio facilities and equipment for that project.
10. When HCTV facilities and equipment are used to produce a program, a finished program must be ready for broadcast within four (4) months after such use.
11. To request the use of HCTV facilities and equipment, the Producer's Contract / Statement of Compliance must be completed. This form shall include a signed statement that the applicant has read the Policies and Procedures of Harpswell Community Broadcasting Corporation, and that he/she agrees to comply with all of its terms. If the applicant is a minor, then the parent or guardian must also sign the Producer's Contract / Statement of Compliance to guarantee understanding and compliance by the minor to the policy, and also to show the parent or guardian's agreement to comply and be bound by the policy's terms.
12. Reservation for all equipment and facilities are made on a first come first served basis. At least forty-eight (48) hours prior to the desired time, an applicant must complete a Producer's Contract / Statement of Compliance and an Equipment Sign out Form to reserve facilities and/or equipment. Equipment and/or facilities may be used without prior reservation if it is not being used, or it has not been reserved for that time. However, the equipment and facilities must be made available for the use of another's prior reserved time. When canceling any reserved use of HCTV facilities or equipment, users must give notice at the earliest practicable time, and not less than twenty-four (24) hours in advance.
13. Producers agree to make all appropriate arrangements with, and to obtain all clearances from the broadcast stations, networks, sponsors, music licensing organizations, performers (or their representatives), and, without limitation from the foregoing and any other persons as may be necessary to transmit its program material over the HCTV public access channel.
14. Access to Harpswell Community TV Channel 14 by candidates for political office will be conducted in compliance with the FCC Regulations, Section 73.1940 through and including Section 73.1944.
15. A political ad is a program promoting a specific candidate or issue which does not meet the definition of a program as described in HCBC Administrative Practices; Administrative Section Paragraph 3.

## **B. Procedures**

1. Producers will not broadcast any advertising material designed to promote the sale of commercial products or services, including advertising by or on behalf of candidates for political office. Producers may, however, acknowledge the support of underwriters for their programs in a manner consistent with Public Broadcasting standards.
2. Producers will not broadcast a lottery or any advertisement for, or information concerning, a lottery.
3. With the exception of fund raising for HCTV and other public facilities, producers shall not solicit revenue in any way for any purpose, nor shall the producer use the HCTV access channel to generate revenue for commercial or personal gain in any way.
4. Producers shall not broadcast any obscene or indecent material, as defined by the U.S. Supreme Court and local community standards.
5. The producer agrees to indemnify and hold HCBC and HCTV harmless from any and all liability or other injury (including reasonable costs of defending claims or litigation) arising from, or in connection with:
  - Claims for failure to comply with any applicable laws, rules, regulations, or other requirements of local, state, or federal authorities;
  - Claims of libel, slander, invasion of privacy;
  - Claims for infringement of common law or statutory copy, or for unauthorized use of trademark, trade name, or service mark;
  - Claims for breach of contractual or other obligations owed to a third party;
  - Claims for any other injury or damage in law or equity which may result from the producer's use of HCTV's public access channel.
6. All privately produced programs must end with the following disclaimer: "The proceeding was a privately produced public access program and not a production of Harpswell Community Television or the Harpswell Community Broadcasting Corporation. The opinions and viewpoints of the producers and participants of this program are their own and do not necessarily reflect those of Harpswell Community Television or the Harpswell Community Broadcasting Corporation, or its directors." This disclaimer is not required for a HCTV sponsored program.
7. Any civic (governmental or school) public meeting can be a HCTV sponsored program. This includes, but is not limited to Town Meetings, Town Public Hearings, Town Committee meetings, School Board meetings, school plays and concerts, etc. A producer may request on a Project Proposal Form that a program based on a civic public activity be sponsored by HCTV, and HCTV will provide the videotape for the program. Such a program shall end with "A Production of Harpswell Community Television, Copyright year".
8. Producers own the content of their programs that have been produced with HCTV's facilities and equipment. However, any videotape provided by HCTV remains the property of HCTV. Producers may keep the master tape of their program if they provide a high quality copy for the HCTV archives.

### **C. Equipment Check Out**

1. Applicants wishing to borrow equipment must review with the Station Administrator the applicant's proposed production, its equipment needs, and schedule. The Station Administrator must approve the use of the proposed equipment and its schedule time.
2. The access user must fill out the Equipment Sign Out Form which will be stored in the notebook, located at the station. There must be a statement of the exact equipment being taken, and the date and time for pick-up. All equipment must be returned within 24 hours, or earlier if there is an earlier request on the schedule. Under certain conditions, a longer time may be approved by the Station Manager or the Station Administrator, and this must be specifically noted on the form and/or in the notebook.
3. Equipment that is to be checked out must be picked up at HCTV by the individual who signed the Producer's Contract / Statement of Compliance, unless alternate arrangements have been approved in advance by the Station Manager or Station Administrator.
4. Until equipment is returned, the user is responsible at all times for its proper use and safekeeping. The equipment may not be used in hazardous situations without the approval of the Station Manager or Station Administrator. Loss of privileges and even financial penalties may result from mishandling or abuse of equipment.
5. Equipment must be returned to HCTV at the date and time designated on the Equipment Sign-Out Form stored in the notebook. A penalty of \$5.00 may be assessed for each hour that equipment is overdue.

Equipment is not considered "returned" until the Station Administrator or Station Manager checks it in. It is the responsibility of the applicants to notify the Station Administrator or Station Manager of any problems experienced with the equipment. The equipment is to be examined by the Station Administrator or Station Manager at the time of check in to assure that it has been returned in good working condition. The user cannot borrow additional equipment until all currently borrowed items have been returned in good working condition.

6. The producer is responsible for providing the videotape to be used in any of his/her productions.
7. The producer is responsible for recharging all camcorder batteries that were used. Low batteries should be left on the charger no less than 8 hours and no more than 24 hours. Failure to recharge batteries may result in loss of privileges.
8. In the event that equipment is stolen or damaged through negligence, the user must reimburse HCBC for the amount of the unused deductible, if the loss or damage is covered by insurance, otherwise for the full cost of the repair or replacement. The Station Administrator and/or Station Manager must be notified immediately of any loss of, or damage to HCBC facilities or equipment.
9. Users are entitled to one free copy of their program for personal use, on videotape that they provide. More copies can be made in accordance with the fee schedule.
10. In the interest of safety, the Station Manager shall approve all user-provided props, graphics, lighting, audio and other extras that may not be readily available at the HCTV studio. Only the portions of HCTV facilities or equipment designated by the Station Administrator or Station Manager may be used. Users may store props and supplies on the premises by checking with the Station Manager or designee.

11. When finished, users are expected to leave the facilities and equipment in the same order and condition as they were found.
12. No animals are allowed in the building except for seeing-eye dogs or as part of a production.
13. Alcohol and/or drugs are not allowed anywhere on the premises. Any individual under the influence of either alcohol or drugs, regardless of their purpose for being at the studio, will be required to leave the premises immediately.
14. The Station Manager or designee may refuse the use of the HCTV facilities and equipment to any individual who appears to be under the influence of alcohol or drugs, or who interferes with the orderly conduct of business.
15. The Station Manager may temporarily delegate the authority of the Station Administrator to another volunteer director of HCBC.

#### **D. Staffing**

1. Staff currently includes the Station Administrator and the Station Manager. In the future, there may be additional paid positions, either part time or full time.
2. The Station Manager may be temporarily delegate his/her authority to a paid staff member or volunteer.
3. A new volunteer must fill out a Statement of Compliance Form and may be interviewed by the Station Manager. The volunteer will then be placed into an appropriate training program.
4. A list of active volunteers that are qualified to operate the equipment will be maintained by HCBC. Addresses and telephone will not be included if requested by the individual.
5. Guests are allowed the use of the facilities when sponsored by an active qualified user.

#### **E. Training**

The Station Manager or Station Administrator will supervise all training sessions. The Station Manager or Station Administrator will determine what is appropriate training, depending on the knowledge displayed by the volunteers. From time to time classes will be held to train new volunteers. Informal training sessions will be held as warranted.

#### **F. Public Records**

Certain records will be maintained by HCBC for the public to inspect during normal business hours. These records will include:

- A list of volunteers available to assist in the productions (telephone numbers and addresses will be deleted at the request of the volunteer.)
- A list of programs that are aired during the fiscal year.
- Written requests for time on the access channel or the use of HCTV facilities or equipment.
- All FCC required documentation.

While records are open for the public to view, no record will be removed from the premises. All records will be kept in the file for one year.

## **G. Violations and Penalties**

1. Penalties consist of warnings and suspensions given to users. They are issued by the Board of Directors on the advice of the Station Manager.
2. A suspension is an immediate loss of a user's privileges to broadcast programming, or to use HCTV facilities and equipment.
3. Violations shall be submitted in writing to the HCBC Board of Directors.

### **Major Violations**

***Major violations result in a 90-day suspension. They include, but are not limited to:***

- A. Commercial or profit making use of HCBC facilities or equipment.
- B. Interfering with, or attempted sabotage of, other user's productions.
- C. Falsifying a form or application.
- D. Abuse of facilities or equipment, including attempted repair.
- E. Alcohol or drug use on the premises.
- F. Taking or reserving equipment without the permission of the Station Administrator or Station Manager or designee.

### **Minor Violations**

***Minor violations may include, but are not limited to:***

- A. Late pick-up or return of equipment without proper notification and approval.
- B. Mishandling of equipment.
- C. Abuse of any station volunteers or other users.
- D. Eating, drinking or smoking in the Control Room.
- E. Failure to clean up after use of HCTV facilities.
- F. Failure to cancel a reservation as required.
- G. Handling unauthorized equipment or being in an unauthorized area.

Minor violations may result in the following sequence of actions within a one-year period:

1st OFFENSE: Written Warning

2nd OFFENSE: Written Warning

3rd OFFENSE: 30 Day Suspension

4th OFFENSE: 90 Day Suspension

**I HAVE READ THE ENTIRE POLICIES AND PROCEDURES OF HARPSWELL  
COMMUNITY BROADCASTING CORPORATION. I UNDERSTAND ALL THAT IT  
CONTAINS. I AGREE TO ABIDE BY ALL OF ITS TERMS.**

Date \_\_\_\_\_ Name \_\_\_\_\_