

**Olelo: The Corporation for Community Television
STATEMENT OF COMPLIANCE**

- (A1) I am thoroughly familiar with the contents of the proposed program material and agree that it will comply with applicable Federal and State statutes and regulations with regard to cable programming and 'Olelo's policies and procedures. I warrant that it does not contain:
- (a) Obscene matter, as defined by law.
 - (b) Matter intended to defraud the viewer or designed to obtain money by false or fraudulent pretenses, representations, or promises.
 - (c) Matter which either violates the privacy rights of any person or portrays anyone in a harmful false light.
 - (d) Libelous or slanderous matter.
 - (e) Information concerning any lottery, gift enterprise or similar scheme, offering prizes dependent in whole or in part upon lot or chance, or any list of prizes drawn or awarded by means of any such lottery, gift enterprise or scheme, whether said list contains any part or all of such prizes.
 - (f) Audio or visual material designed or intended to promote the sale of commercial products, trade or services.
 - (g) Audio or visual material containing any direct appeal for contributions of funds, support, or other property of value, even if the appeal is for a tax-exempt non-profit entity.
 - (h) Any audio or visual material recommending or soliciting customers or buyers for any business, service, or product. I also warrant that I have not received or solicited money from the manufacturer, distributor or seller of any business, enterprise, product or service mentioned in the program. I also warrant that no sponsor of the program is endorsed, promoted, or featured in the program.
- (A2) I assume full responsibility for the content of all program material, created or included, produced and ensure that such program material will not violate the rights of any third party. I warrant that I know of nothing in the program which will lead to any claim against 'Olelo or me by a third party.
- (A3) I hereby grant 'Olelo permission to copy the proposed program, to cablecast the proposed program for an unlimited number of showings for a three-year period, on a non-exclusive basis, and to take excerpts, totaling no more than five minutes, for use in 'Olelo samplers of 'Olelo's programming, except when negotiated otherwise. Such negotiations shall be mutually agreed upon and confirmed in writing.
- (B1) I have read and am thoroughly familiar with the rules and procedures on the use of production equipment as established by 'Olelo: The Corporation for Community Television and agree to abide by them.
- (B2) I agree to pay the costs to repair or replace the equipment or materials which is damaged, misused or lost while such equipment or materials are in my possession or control. I understand the penalties that apply if I do not return equipment or materials on time.
- (C1) I agree to indemnify and hold harmless the State of Hawai'i, Oceanic Cablevision, Inc., Chronicle Cablevision of Hawai'i, 'Olelo: The Corporation for Community Television and their agents, employees and representatives from any and all liability and injury (including reasonable attorneys' fees and costs incurred in defending claims) 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, or the infringement of common law or statutory copyright; claims for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer including union residuals or other payment for any purpose whatsoever, and claim, in law or equity, which may arise or result from this program or the producer's utilization of 'Olelo services, equipment, facilities and cable access channels. I understand that I may be criminally or civilly liable for producing or presenting such material for transmission.
- (C2) I will not represent to others that I am an employee, representative or agent of 'Olelo or its affiliates; nor will I make such representations on behalf of any other person involved with my production.
- (C3) I agree that the proposed use of facilities and equipment is for the exclusive purpose of creating television programming to be transmitted via 'Olelo's access channel(s).
- (C4) I understand that false or misleading statements or omissions made in this application are grounds for forfeiture of the privilege to use 'Olelo production equipment and facilities and/or cable channel(s) and I will hold 'Olelo harmless against any loss or claim which results from any false or misleading statements or omissions.
- (C5) I agree no oral modification, amendment, extension or waiver of this agreement will be binding upon me or 'Olelo.

Certified Producer Signature:	Date:	Certified Producer Address:
Executive Producer Signature:	Date:	Executive Producer Address:
Copyright Holder Signature:		Copyright Holder Address:
Certified Producer Day Phone:		Certified Producer Evening Phone:
Signature of Parent/Guardian if Certified Producer Under 18 Years Old:		Date: