



## **Local Programming Channel Policies**

It is the intent of HOME to provide community access for local programming and advertising to the areas it serves. The Local Programming Channel and Weather Scroll are available for public, educational, and governmental access programming. The Local Programming Channel is available for the broadest range of programming types.

Three separate and distinct categories of programming are available through this channel and have been described by the Federal Communications Commission as follows: public access channels available for programming use by the general public, educational access channels for use by educational institutions for educational programming, and governmental access channels used for programming by organizations of local government.

In order to ensure the availability of local programming and a mix of programming types in each of these categories of programs, the following policies have been established for the access channels:

### **Section 1: Programming Priorities and Responsibilities**

Programming produced and/or obtained by HOME will receive priority over programming submitted by outside entities.

The LPC coordinator will establish all programming schedules for the channel. Equipment and staffing limitations determine the number of programs that can be aired per day.

### **Section 2: LPC Programming Content, Length, Quality and Preparation**

Advertising, reselling, reuse or any solicitation with respect to products or services developed or designed by HOME is strictly prohibited without the express written approval of HOME.

Programs airing on the access channel may not contain:

- gambling or lottery information.
- copyrighted material the broadcaster has not obtained permission to air.
- material or information that violates local, state or federal law.
- solicitations for political donations.

- obscenity, indecency or profanity (defined below).
- requests for donations to an individual, group or business.
- content that encourages unlawful conduct.
- sexually explicit conduct.

### **Obscene Program Content**

Obscene material is not protected by the First Amendment to the Constitution and will not be broadcast by HOME at any time. To be judged obscene, material must meet a three-pronged test:

- An average person, applying contemporary community standards, must find that the material, as a whole, appeals to the prurient interest;
- The material must depict or describe, in a patently offensive way, sexual conduct specifically defined by applicable law; and
- The material, taken as a whole, must lack serious literary, artistic, political, or scientific value.

HOME retains the right to refuse to transmit any public access program or portion of a public access program that it reasonably believes contains obscenity. If the LPC Coordinator is not sure whether a program fits the definition of obscene, indecent or profane or violates other access policies, he/she will delay its broadcast until the program can be reviewed by the executive officials of HOME. The executive officials will view the program/material and make a determination about whether it is acceptable for airing.

### **Indecent or Profane Content**

HOME may refuse to broadcast material that it reasonably believes contains indecent or profane content.

The Federal Communications Commission has defined broadcast indecency as language or material that, in context, depicts or describes, in terms patently offensive as measured by contemporary community standards for the broadcast medium, sexual or excretory organs or activities. Indecent programming contains patently offensive sexual or excretory material that does not rise to the level of obscenity.

The FCC has defined profanity as including language so grossly offensive to members of the public who actually hear it as to amount to a nuisance.

### **Audiovisual Standards**

Audio levels in programs must be consistent and free from hums, crackling or distortion. Video must be free of tracking problems and graininess. The LPC coordinator and/or technical department have the authority to determine whether programs meet these audiovisual standards. HOME will not be held liable for any technical difficulties that are incurred unless it is determined to be fault of HOME's equipment.

### **Submitting Programs**

- All programs must be submitted on DVD.
- DVD's should contain a countdown or 10 seconds of black immediately before the program begins.
- DVD's should be cued to six seconds before the first frame of video.
- Each DVD should only contain one program.
- The program subscribers name and exact running time of the program must be marked on the DVD.

### **Submitting Still Slides**

- All still slides must be submitted in a PowerPoint.
- Still slides may be emailed or hand delivered for placement on the local program channel.
- HOME reserves the right to edit messages to meet space requirements.
- All slides developed by Home will incur an additional nonrecurring charge. Home retains the copyright on all slides developed.

### **Rejecting Programs**

HOME reserves the right to reject:

- any program that violates any standard set forth in this document;
- any program that is less than 30 minutes in length.

### **Programming Responsibility**

The producer of a public access program shall be responsible and liable for the content of the programming he/she submits and will be responsible for completing a programming access form setting forth the program description and statements that it is not in violation of the above program content restrictions. The producer agrees to defend and hold harmless HOME and its personnel from any liability relating to the programming.

### **Section 3: Recurring Public Access Programs**

To be guaranteed a weekly time slot on the access channel, a program must:

- Be submitted on a weekly basis.
- Consist of at least one episode of at least 30 minutes in length.
- Meet the program content standards outlined in section two.

**Time slot limitations:** Each program subscriber is entitled to one recurring time slot per week of up to 60 minutes. A second time slot of up to 60 minutes will be provided upon request on a space-available basis. This second slot is subject to cancellation at any time.

**Time slot retention:** To retain their recurring time slot, broadcasters must submit at least one new program every week--“new” refers to programs that have never been broadcast on the access channel-- meet drop-off deadlines, and comply with all the policies outlined in this document. Failure to comply with any of these policies may result in the loss of the recurring time slot.

**Tape drop-off:** The deadline for tape drop off depends on the day of the week the tape will air; deadlines are as follows:

Show airs on:	Tape drop-off deadline is:
Sunday	Friday at 12 Noon.
Monday	Monday at 12 Noon
Tuesday	Tuesday at 12 Noon.
Wednesday	Wednesday at 12 Noon.
Thursday	Thursday at 12 Noon.
Friday	Friday at 12 Noon.
Saturday	Friday at 12 Noon.

Failure to meet the deadline may result in a program’s pre-emption.

Repeated failure to meet deadlines: A broadcaster who receives a recurring time slot is responsible for meeting deadlines for tape drop-off. If a deadline is missed:

- The first missed deadline may result in the replay of the previous week’s program.
- After the second missed deadline, the programming will be cancelled.
- After the third missed deadline, the time slot will be cancelled. In order to regain a recurring time slot, the program subscriber will contact the LPC Coordinator to resubmit material. If the program subscriber is permitted to resubmit programming they will be re-assigned a recurring time slot, although it may not be the same as the time slot the program held previously.

Failure to pick up tapes: It is the programming subscriber’s responsibility to ensure that previously aired videotapes are picked up in a timely manner. After 30 days, HOME will discard the programs at its discretion, without any advance notification to the sponsor.

#### **Section 4: Rates, Terms and Conditions**

##### **Changes to Rates, Terms and Conditions**

HOME may increase, reduce or otherwise change any terms, conditions, rates, fees, expenses, or charges regarding your service at any time. Home will provide you with notice of any such changes either in your monthly bill or separately.

## **Charges and Billing**

- Customer agrees to pay for the Service to which he/she has subscribed herein, including applicable charges for installation and all applicable local, state or federal fees or taxes. All monthly charges for the Service are set forth on a separate price list, are published online, and are subject to change in the future. Service charges will appear on the subscriber's monthly bill unless other arrangements are setup.
- An administrative late charge may be charged on accounts 30 days past due.
- Subscribers who discontinue the Service he/she will be required to provide payment of all overdue balances
- HOME may charge a service fee for all returned checks and bank card or charge card charge backs.
- Customer will be responsible for all expenses (including reasonable attorneys' fees) incurred by HOME in collecting any amounts due in accordance with this Agreement and unpaid by Customer.

## **Termination of Service**

Any party may terminate this Agreement at any time with at least seven (7) days notice to the other party. Failure to notify Home beyond this time will result in a weekly charge.

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