

HMS Net Radio

PROGRAMMING CONTRACT

PLEASE FILL IN ALL BLANKS AND ANSWER ALL QUESTIONS AS COMPLETELY AS POSSIBLE ON **BOTH** SIDES OF THIS CONTRACT!

PRODUCER INFORMATION

PRODUCER NAME _____ PRODUCER ID: _____

ORGANIZATION SPONSOR (IF APPLICABLE) _____

ADDRESS _____

DAYTIME PHONE: _____ EVENING PHONE: _____ CELL PHONE: _____

PROGRAM INFORMATION

PROJECT NUMBER: _____ PROJECT NAME: _____

START TIME CODE (HH:MM:SS:FF) _____ LENGTH (HH:MM:SS:FF) _____

END TIME CODE (HH:MM:SS:FF) _____

TITLE OF SHOW: _____ EPISODE INFORMATION _____

TALENT RELEASE OBTAINED, IF NEEDED: YES NO

COPYRIGHT RELEASES OBTAINED, IF NEEDED: YES NO

WEBCAST DATE (MM/DD/YY) _____ TIME (AM/PM) _____

FOR PRE-RECORDED PROGRAMS:

IS THIS PROGRAM RECORDED/PRODUCED LOCALLY (HOUSTON)? YES NO

WAS RECORDING MAILED TO YOU FROM OUTSIDE HOUSTON? YES NO

IS THIS YOUR FIRST RADIO ACCESS PROGRAM? YES NO

HAS THIS PROGRAM PLAYED BEFORE? YES NO

IF YES, WHEN DID THE PROGRAM LAST AIR? _____

DOES HMS HAVE YOUR PERMISSION TO USE PROGRAM FOR PROMOTIONAL PURPOSES? (INITIAL) _____ HMS ARCHIVES? (INITIAL) _____

PROGRAM CATEGORY (SELECT ONE)

TALK / INTERVIEW

INSPIRATIONAL

MUSIC

GENRE _____

PROGRAM SUBJECT (CIRCLE ONE)

- | | |
|------------------------------------|--------------------------------------|
| 1. Art: Other | 13. News/Public Affairs-Local/State |
| 2. Art: Performance | 14. News/Public Affairs-Ntl/Intntl |
| 3. Art: Poetry | 15. Foreign/International Interest |
| 4. Drama | 16. Political Candidate/Ballot Issue |
| 5. Comedy | 17. Government-Assembly/Function |
| 6. Folk/Tradition | 18. Social Service/Issue |
| 9. Hobby | 19. Minority Issues |
| 10. Music: Performance/Event | 20. Public Health |
| 11. Music: Other - Montage/Doc/Exp | 21. Educational-Instruction |
| 12. Other Entertainment | 22. Health-Personal |
| | 23. Alternative-New Age |
| | 24. Religion |
| | 25. Sports |
| | 26. Other-Experimental No Cat |

PROGRAM TYPE (CIRCLE ONE)

- | | |
|-------------------------|----------------------|
| A. Ceremony/Sermon | L. Audio-Montage |
| B. Debate | M. Experimental |
| C. Event | N. PSA General |
| D. Foreign Language | O. PSA Event |
| F. Educational/Children | P. PSA Educational |
| G. Documentary | Q. Promo for Show |
| H. Lecture | R. Channel ID |
| I. Stand-Up/Soapbox | S. Live Show |
| K. Variety | T. Live+Call-In |
| | U. Other-No Category |

FOR LIVE STUDIO PROGRAMS:

1. HAVE YOU CONFIRMED YOUR WEBCAST DATE WITH RADIO PROGRAMMING? YES NO

2. HAVE YOU CONFIRMED ALL NEEDED EQUIPMENT? YES NO

3. HAVE YOU CONFIRMED YOUR RADIO STUDIO CREW (IF NECESSARY)? YES NO

IF SO, PLEASE PROVIDED THE BOARD OPERATOR'S NAME. _____

FAILURE TO COMPLETE THE ABOVE INFORMATION COULD DELAY PROCESSING YOUR APPLICATION!

******READ BACK PAGE AND SIGN IT******

HMS Net Radio PROGRAMMING CONTRACT

PLEASE FILL IN ALL BLANKS AND ANSWER ALL QUESTIONS AS COMPLETELY AS POSSIBLE ON **BOTH** SIDES OF THIS CONTRACT!

YOU MUST CHECK **YES** OR **NO** IN RESPONSE TO THESE STATEMENTS.

- MY PROGRAM CONTAINS ADULT MATERIAL. YES NO
- MY PROGRAM CONTAINS SEXUALLY EXPLICIT MATERIAL. YES NO
- MY PROGRAM CONTAINS VERBALLY INDECENT MATERIAL. YES NO

WARRANTY AGREEMENT:

I am familiar with the definitions of the above terms that are contained in the Contract between the City of Houston and Houston MediaSource and have used those definitions in making the representations and warranties above. In addition to the above representations and warranties, I warrant and represent to Houston MediaSource (HMS) that the above program submitted by me contains none of the following:

1. Any material which is in violation of Subchapter B: Obscenity, of Chapter 43 of the Texas Penal Code.
2. Any material contrary to local, state, or federal laws.
3. Any material that is libelous, slanderous, in defamation of character, or an unlawful invasion of privacy.
4. Any advertising or material that promotes any commercial product or service.
5. Any solicitation or appeal for funds.
6. Any unlawful use of copyrighted material.
7. Any material, which has a reasonable probability of inciting an immediate danger or damage to property, inciting an injury to person(s), or creating a public nuisance.

I am aware that Section 639 of the FCC Policy Act of 1984 provides that: **“Whoever transmits over any cable system any matter which is obscene or otherwise unprotected by the Constitution of the United States shall be fined not more than \$10,000 or imprisoned not more than 2 years or both.”** I agree to be bound by all of the terms of the HMS Rules and Procedures. I further represent and warrant that, within the past year, I have completed HMS-sponsored training which included training on webcasters’ legal obligations concerning obscene, adult, sexually explicit, and indecent programming material. I agree that HMS may webcast viewer advisories or warnings alerting the viewers to adult, sexually explicit, or indecent programming material. I agree that a violation of this Programming Contract, including a violation of any warranty or representation, excuses HMS from performing any of its obligations under this Programming Contract. I agree that any suspension imposed for violation of this Programming Contract is effective immediately. **I AGREE, FURTHER, TO THE EXTENT ALLOWED BY LAW, TO INDEMNIFY AND SAVE HARMLESS HMS, THE CITY OF HOUSTON, AND ANY OF THEIR EMPLOYEES, OFFICERS, BOARD OF DIRECTORS, STOCKHOLDERS, ETC., FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES OR OTHER LIABILITIES WHICH MAY BE MADE AGAINST OR ARISE OUT OF THE WEBCAST OF THE PROGRAM SUBMITTED BY ME WHETHER OR NOT THE PROGRAM HAS BEEN REVIEWED BY HMS PRIOR TO WEBCAST.** Each and all of these warranties, representations, and agreements are made by me in order that this program be webcast free of charge on Houston MediaSource webcast channel, and I understand that HMS has relied on these warranties, representations, and agreements.

INSTRUCTIONS FOR PROGRAM SUBMISSION:

1. Pre-recorded program or request for live program **MUST** be accompanied by a signed Radio Programming Contract and should be delivered to the Radio Programming Department Office at least 10 days prior to the webcast date.
2. Program must meet or exceed technical requirements and be properly labeled.
3. Final decisions regarding specific webcast times are made by HMS Net Radio Programming Director as per Rules and Procedures for Use of Houston MediaSource.
4. All CDs become property of HMS Net Radio.
5. In the event that HMS Net Radio receives a complaint indicating that the Programming Contract has been violated, producer agrees to postpone playback until HMS can verify Programming Contract compliance.

SIGNATURE:

ALL OF THE INFORMATION PROVIDED IN THIS FORM IS TRUE AND ACCURATE.

SIGNATURE _____ DATE: _____