



Boston  
Neighborhood  
Network **Media**

## **BNNLive**

### **Organizational Producer Agreement**

\_\_\_\_\_ (Organization Name), as organizational producer (“Organizational Producer”) of the public access cable television program, \_\_\_\_\_ (Program Name), produced in the BNNLive studio, located at 3025 Washington St, Boston, MA 02119, accepts full responsibility for the financial obligations as set forth below and for the program content and program-based liabilities, if any, for the above named Program for Quarter(s) \_\_, \_\_, \_\_, \_\_, during FY \_\_\_\_\_ as produced and cablecast on Boston Neighborhood Network Media, Channel 9. organizational Producer hereby assumes responsibility for its Program and agrees to indemnify and hold harmless Boston Neighborhood Network Media (BNN Media), BNNLive, Channel 9, and Boston Community Access and Programming Foundation, Inc. (“BCAPF”), being the charitable organization that operates BNNLive, their officers, directors, employees, and general agents, from liability, legal fees and/or expenses incurred as a result of producing and cablecasting the Program. Organizational Producer will comply with the “equal time” policy as outlined in the BNNLive Political Election Policy that is posted during any election season and Organizational Producer is responsible for compliance with such other BCAPF access operating guidelines and BNNLive Policies and Procedures as may be applicable. Further, organizational Producer hereby agrees to comply with the following billing and programming policies:

#### **BNNLive Billing Policies**

Organizational Producer, by its authorized representative, represents that the Organizational Producer understands, and agrees to comply with the following BNNLive billing policies:

1. BNN Media, also known as Boston Community Access and Programming Foundation, Inc. is a non-profit charitable organization, with a July 1-June 30 fiscal year. BNN Media reserves television time for the Organizational Producer when the Organizational Producer produces a program for or on BNNLive; therefore, BNN Media will bill and require payment at the beginning of each quarter.
2. Day Time programs are defined as programs scheduled before 6:00 pm. Day Time programs scheduled for a half hour program during each quarter will be charged \$50.



3. There is a \$70 charge per each one hour Day Time program during each quarter.
4. Prime Time programs are defined as programs scheduled after 6:00 pm. Currently, there is a \$60 charge per each half hour Prime Time program scheduled during each quarter.
5. There is an \$80 charge per each one hour Prime Time program during each quarter.
6. An annual, non-profit organizational membership fee of \$250 is required of all BNNLive Organizational Producers. The membership fee of \$250 is assessed when the Organizational Producer first joins BNN Media or agrees to productions hereunder, and is subject to an annual renewal payment at the anniversary of the initial membership.
7. Organizational Producer is sent two copies of an invoice during billing. One copy is for the Organizational Producer's file, the second copy, which is stamped "Please Remit" is to be returned with the Organizational Producer's payment.
8. BNN Media cannot continue the Organizational Producer's Program beyond the end of a quarter, if the Organizational Producer has not paid all charges billed for that quarter, including payment of all past due invoices in full, or made acceptable arrangements with BNN Media to do so. The same policy will apply at the end of each subsequent quarter. It is the responsibility of the Organizational Producer to comply with this policy and make acceptable arrangements to pay any past due balances.
9. The invoice number and name of the Organizational Producer's agency and name of BNNLive program should be entered on checks to insure proper credit. Quarterly invoices should be paid in chronological order. Delinquent accounts are defined as accounts over 90 days past due. The Organizational Producer will be credited for the invoice that the Organizational Producer has indicated that it is paying.
10. If more than one Organization is approved by BNNLive to share a program or show time slot, one Organization must be designated as being primarily responsible to BNN with respect to the content and financial obligation(s) arising from the Program, show or series.



It is the responsibility of the obligated party to form a contractual agreement with the organization that shares the time slot, as a subletting party. Both organizations are required to pay the annual membership fee to BNN Media, and both may be jointly liable for said billings and content responsibilities.

11. If a program in the Organizational Producer's series is canceled by BNN due to circumstances beyond BNN Media's control, such as weather conditions that force the unexpected closing of BNN Media's studio, or fire alarms in the Building, BNN Media will credit or reimburse the Organizational Producer for that program at the end of the quarter.

12. Holidays in the BNN Media calendar (City of Boston holidays) that fall on a production day, and which result in a reduction of total production days, are deducted from the number of program production days for which the Organizational Producer is charged. All fees for other programs are the responsibility of the member organization.

13. Three members from the Organizational Producer can be trained as BNNLive hosts at no cost only during the initial training when the Organizational Producer first uses the channel. Host trainees, designated by the Organizational Producer may be trained during a subsequent training session, for a fee of \$50 per person, per session, billed to the Organizational Producer (training fees may also be paid by the host trainee, payable by check or money order made out to Boston Neighborhood Network Media, and paid at the host training registration).

14. BNN provides the Organizational Producer with one complimentary digital file of each program produced by the Organizational Producer. BNN Media will make additional copies of such programs for a fee of \$20 (authorized to be charged to the organization, or paid by check, made out to Boston Neighborhood Network Media, and paid at the time of order or pick-up) for each additional digital file copy. Credit card payment is available before 6:30 PM. All digital file copy must be picked up at the station within three months of the request. BNN Media accepts orders in person at the time of the show, or by phone only.

15. BNN Media reserves the right to adjust the above fees and policies as may be needed.



### **Programming Policies**

Organizational Producer, by its authorized representative, warrants and represents that its programs do not and will not contain:

1. Any solicitation of funds or advertising of materials designed to promote the sale of commercial products or services, including advertising by and on behalf of candidates for public office;
2. Any material that is obscene, indecent, or an invasion of privacy;
3. Any material or process involved in conducting lotteries, gift enterprises, or similar schemes, in a manner customarily not permitted for non-commercial, public broadcast television stations;
4. Any material requiring union residual, or other payment by BNN Media, including but not limited to talent and crew, unless those payments have been excused or waived;
5. Any material that is slanderous, libelous, or made unlawful by applicable law, instituted by a governmental body;
6. Any material that is copyrighted or subject to ownership or royalty rights without necessary releases, licenses or other permissions, and or acknowledgements;

Organizational Producer acknowledges that BNN Media reserves the right, to the extent permitted by applicable law, and in accordance with applicable operating rules, to seek to re-schedule, limit, restrict or deny replays, and, if necessary, prohibit unlawful or prohibited programming, consistent with applicable law. Notwithstanding the foregoing, BNN Media will not seek to exercise editorial control, absent advanced credible knowledge of possible unlawful, obscene or objectionable content. And Organizational Producer assumes responsibility for its own program content.



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Organizational Producer agrees to provide BNNLive and Boston Neighborhood Network Media, prior to the production of each live show, any required copies of releases, licenses or other permissions or proof of permission as set forth in Paragraph 6 under Programming Policies above.

Further, Organizational Producer agrees to release Boston Neighborhood Network Media in total, and all its employees from responsibility if this program is damaged, lost, or stolen while in the custody of BNN.

BNNLive Program Title \_\_\_\_\_

Organizational Producer \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

E-Mail \_\_\_\_\_

Web Address \_\_\_\_\_

Organizational Executive Director or Authorized Agent

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_