



## BNNLive Organizational Producer Agreement

\_\_\_\_\_ (*Organization Name*),  
as organizational producer (“Organizational Producer”) of the BNNLive 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 as produced and cablecast on Boston Neighborhood Network *News and Information Channel*: Comcast 9 and RCN 15 and streamed live on the BNN website: www.bnntv.org. Organizational Producer hereby assumes responsibility for its Program and agrees to indemnify and hold harmless Boston Neighborhood Network (BNN), BNNLive, *News and Information Channel*: Comcast 9 and RCN 15, 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 and streaming 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: **Rates below are effective as of April 29, 2015.**

1. BNN, also known as Boston Community Access and Programming Foundation, Inc. is a nonprofit charitable organization, with a July 1-June 30 fiscal year. BNN reserves television time for the Organizational Producer when the Organizational Producer produces a program for or on BNNLive; therefore, BNN will bill and require payment at the beginning of each quarter.





2. **Day Time** programs are defined as programs scheduled before 6:00 pm. Currently, there is a **\$50** charge per each half-hour **Day Time** program scheduled during the quarter.
3. Currently, there is a **\$70** charge per each one-hour **Day Time** program scheduled during the 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. Currently, there is an **\$80** charge per each one-hour **Prime Time** program scheduled during each quarter.
6. In addition, an annual, nonprofit 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 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 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 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 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, 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's control, such as weather conditions that force the unexpected closing of BNN's studio, or fire alarms, BNN will credit or reimburse the Organizational Producer for that program at the end of the quarter.
12. BNN will not credit or reimburse the Organizational Producer for missed programs. If necessary, Organizational Producer may request to reschedule a production date at least one full business day in advance of the scheduled production. Organizational Producer is responsible for payment of any missed production not rescheduled in advance.
13. Holidays in the BNN 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.
14. Three members from the Organizational Producer can be trained as BNN*Live* 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**, and paid at the host training registration).
15. BNN provides the Organizational Producer with one complimentary DVD copy of each program produced by the Organizational Producer. BNN 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**, and paid at the time of order or pick-up) for each additional dub. Online credit card payment is available at [www.bnntv.org](http://www.bnntv.org). All dubs must be picked up at the station. BNN accepts orders in person at the time of the show, online, or by phone.





16. Organizational Producer agrees to provide information to BNN about all program sponsors and supporters.
17. BNN reserves the right to adjust the above fees and policies as may be needed.

**BNNLive 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, 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 authorizes BNN to cablecast its programs according to a predetermined schedule; and, without notification, at additional times that may be available in the channel schedule. Organizational Producer authorizes BNN's further distribution and viewing of programs by other means, such as through web-streaming, online video-on-demand, festivals, contest compilations or screenings.

Organizational Producer acknowledges that BNN 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 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.

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

I have read the above statements and I agree to the terms set forth in this document. I further agree to allow Boston Neighborhood Network to produce and bill my organization for the designated amount of BNNLive shows as indicated on the following BNNLive Program Selection form. I confirm that I am an authorized agent for the Organizational Producer and will remit payment for all BNNLive shows upon receipt of the billing statement.

**Organizational Executive Director or Authorized Agent:**

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Organization:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Tax Exempt ID # (EIN):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*This agreement is not valid until signed by the authorized Boston Neighborhood Network personnel.*





**Boston Neighborhood Network General Manager or Authorized Agent:**

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**BNNLive Program Format (Please select one):**

*By selecting one of the below program formats, you are agreeing to hire BNN to produce the select number of BNNLive programs for your organization, and you are guaranteeing that you will remit the associated payments upon billing. New Organizational Producers are advised to produce 25-minute programs initially.*

- Day time program (scheduled before 6:00 pm), 25 minutes - \$50 per episode
- Day time program (scheduled before 6:00 pm), 55 minutes - \$70 per episode
- Prime time program (scheduled after 6:00 pm), 25 minutes - \$60 per episode
- Prime time program (scheduled after 6:00 pm), 55 minutes - \$80 per episode

**How many shows will you produce per season? (Please select one):**

*Please note, a season is equal to 1 quarter or 3 months. A minimum of three shows must be produced per season, and a maximum of 13 shows may be produced per season.*

- 3 shows (One new program each month)
- 6 shows (Two new programs each month)
- 9 shows (Three new programs each month)
- 13 shows (One new show every week)

**Do you want to produce live programs or record them for later cablecast? (Please select one):**

*New Organizational Producers are advised to record programs initially.*

- Record for later cablecast
- Live





**About the BNNLive Program:**

**BNNLive program title:** \_\_\_\_\_

**Program Description (Tell us about the show subject matter and format):**

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**Organizational Producer:**

\_\_\_\_\_

**Phone:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Program Host 1:**

\_\_\_\_\_

**Phone:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Program Host 2:**

\_\_\_\_\_

**Phone:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_



**Program Host 3:**

\_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**Organizational Billing Contact Person:**

\_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

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

- Yes, I agree to produce (check one)  3  6  9  13 BNN*Live* shows per quarter. I am choosing to produce a (check one)  25-minute  55-minute program for BNN News and Information channel Comcast 9, RCN 15 in a (check one)  Day Time channel slot  Prime Time channel slot.

**Organizational Executive Director or Authorized Agent:**

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

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

