



## Statement of Compliance

- A. I have read, am thoroughly familiar with, and agree to comply with the Puget Sound Access Policies and Procedures Handbook. I acknowledge that the PSA Handbook may be amended from time to time by PSA. I agree that my use of the PSA facilities or resources shall constitute my acceptance and agreement to comply with all of the policies and procedures in the PSA Handbook, including any amendments adopted by PSA as of the date of such use.
- B. Program material that I will record and/or submit for cablecast will not contain:
1. Material primarily designed to promote the sale of commercial products or services.
  2. The solicitation or appeal for funds for any purpose (unless specifically authorized by PSA).
  3. Material that constitutes or promotes any lottery or gambling enterprise.
  4. Obscene material, which is defined by the U.S. Supreme Court in *Miller v. California*, 413 U.S. 15, 24 (1974): "A work which, taken as a whole, (1) appeals to the prurient interest, (2) depicts or describes sexual conduct in a patently offensive way, and (3) lacks serious literary, artistic, political, or scientific value."
  5. Material that constitutes libel, slander, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright, or that might violate any local, state, or federal law.
  6. "Hate speech" or "fighting word," which are defined by the U.S. Supreme Court as "those, which by their very utterance inflict injury or tend to incite an immediate breach of the peace."
- C. I certify that I meet the user eligibility criteria set forth in the PSA Handbook and have provided documentation for proof of residency.
- D. I assume full responsibility for the content of all program material cablecast and will ensure that such program material will not violate any right of any third party.
- E. I have obtained or, before the program material is cablecast, will obtain all required approvals, clearances, licenses, etc. for the use of any program material I submit for cablecast, including but not limited to approvals by broadcast stations, networks, sponsors, music licensing organizations, copyright owners, performers' representatives, all persons appearing in the program material, and any other approvals that may be necessary to transmit program material over the channels managed by PSA.
- F. I agree to grant to PSA non-exclusive unlimited rights to cablecast on cable channels administrated by Puget Sound Access any program I submit. PSA may retain the media I submit or copies thereof. I understand that PSA is not responsible for loss of or damage to any such media I submit.
- G. I agree to indemnify, defend and hold harmless Puget Sound Access, Comcast Communications, the Cities of Auburn, Burien, Kent, Renton, SeaTac, and Tukwila, and their respective directors, officers, agents, and employees from and against any and all claims or other injury (including

reasonable cost of defending claims or litigations) arising from or in connection with claims of loss or damage to person or property arising out of the failure to comply with the PSA Handbook, any applicable laws, rules, regulations, or other requirements of local, state, or federal authorities, for claims of libel, slander, invasion of privacy, personal injury, or infringement of common law or statutory copyright, for breach of contract or other injury or damage in law or equity which claims result from the use of PSA channel space, facilities, equipment, or other resources.

- H. I acknowledge that PSA has encouraged me to obtain an insurance policy that includes liability coverage to protect me in the event of a claim or litigation against me as a result of my use of PSA channel space, facilities, equipment, portable equipment or other resources.
- I. I agree that I shall not represent myself or any other person involved in public, educational, or government access programming activities as an employee, representative, or agent of PSA.
- J. In my use of PSA channels, equipment, facilities, or resources, I agree to comply with all applicable rules and regulations of federal, state, or local governments and all other regulatory agencies, including the Federal Communications Commission.
- K. I agree to pay the comparable costs or any repair or replacement of equipment or materials resulting from damage, misuse, or theft while such equipment or materials are in my possession or control, normal wear and tear excepted. I understand the penalties that apply if I do not return equipment or materials on time.
- L. I have read and understand the policies relating to the use of PSA channel space, facilities, or equipment for any financial gain or other commercial purposes set forth in the PSA Handbook. I understand that programming produced using PSA equipment or facilities must be cablecast at least once on a channel managed by PSA.
- M. I understand that if any program created using PSA facilities is sold or distributed for money, PSA must be reimbursed for equipment rental and usage. I will notify PSA of my intent to distribute such program or enter into a sales or distribution agreement, and will either offer a percentage to PSA or a deferred rental payment.
- N. I understand that false or misleading statements made in the Statement of Compliance or in the Program Submission Form are grounds for forfeiture of the right to use PSA channel space, facilities, and equipment.
- O. I understand and agree that I am an independent contractor and that no relationship of employer-employee or principal-agent exists between PSA and myself.
- P. The provisions of this Statement of Compliance are declared to be separate and severable. Any waiver of this Statement of Compliance shall not waive the same or any other provision of this document.
- Q. Should a dispute arise between parties with respect to their rights and duties under this Statement of Compliance, the prevailing party in such dispute shall be entitled to recover its attorney's fees and cost incurred in connection therewith.
- R. This Statement of Compliance is non-transferable.

**Statement of Compliance Signature Form**

I have thoroughly read and understand the Statement of Compliance form and will abide by all of the guidelines set forth in it.

Applicant's Name \_\_\_\_\_

Phone Number \_\_\_\_\_

Street Address, City, State, Zip Code \_\_\_\_\_

Organization based in PSA member city (if applicable) \_\_\_\_\_

Organization Phone \_\_\_\_\_

Signature of Applicant \_\_\_\_\_

Date \_\_\_\_\_

<b>Membership Fee</b>				
<input type="checkbox"/> Organizational	<input type="checkbox"/> Individual	<input type="checkbox"/> Family Group (3 or more)		
<input type="checkbox"/> Cash	<input type="checkbox"/> Credit Card	<input type="checkbox"/> Check	<input type="checkbox"/> Money Order	<input type="checkbox"/> Scholarship
<input type="checkbox"/> Other _____				

**Proof of Residency:**

In order to schedule a program for playback, check out equipment, obtain equipment certification or enroll in a closed enrollment class, a member must present a valid Washington State Drivers License or Washington State ID containing a recent photograph and current residency address or other valid proof of residency (Example: Utility bill showing an address in Auburn, Burien, Kent, Renton, Seatac, or Tukwila).

**Type of proof provided:** \_\_\_\_\_

**Signature of PSA Representative:** \_\_\_\_\_  
Date \_\_\_\_\_



**Parental Consent for minors:**

I certify that I am the parent or guardian of the above applicant, \_\_\_\_\_, a minor under the age of eighteen years. I hereby agree to assume legal responsibility for his/her activities referred to in this Statement of Compliance.

Signature of Applicant's Parent/Guardian \_\_\_\_\_

Date \_\_\_\_\_

Address of Parent/Guardian (if different) \_\_\_\_\_

Phone (if different) \_\_\_\_\_

\_\_\_\_\_ City, State, Zip Code  
PSA form (July 2006)