

City of Bowie Public, Educational and Governmental (“PEG”) Studio

The Bowie PEG Studio is owned and operated by the City of Bowie for the production of public, educational, and government programming by, for, or about Bowie residents. Producers must be adults aged 18 or older having a personal residential or business residence located within the City. A producer must own the entity that is producing the programming or be designated as the representative of said entity by his or her President or Board of Directors and only one person may be so designated at any time. Questions? Contact jtravland@cityofbowie.org or tallen@cityofbowie.org

(1) Producer Name, age 18 or older (required) (2) Subdivision

(3) Home Phone (required)

(4) Cell Phone

(5) Work Phone

(6) E-mail you are most likely to retain (please use ALL CAPS)

Users:

- (A) I agree to hold the Franchisee and the City harmless from any and all liability for damage, loss or other injury (including the reasonable cost of defending claims or litigation) arising from, out of, or in connection with the use of a City’s Studio or equipment by me and/or the entity upon whose behalf I have been designated as the producer. *The City is not responsible for the producer’s use of copyright, trademark, talent, or other material or entity for which the producer did not secure the necessary license or rights.*
- (B) I (on my own behalf and on behalf of any entity that has designated me as its producer) accept full legal and financial responsibility and liability for all actions of the user indicated below, and the user’s guests, invitees or agents, including but not limited to the cost of any repair or replacement of equipment due to negligence, misuse, or, in the case of field productions, theft or loss.
- (C) The Bowie Studio Handbook may be amended or revised from time to time and that, in such case, I may be required to sign a new form in order to be permitted access to and use of facilities. I agree to comply with any Handbook revisions posted in the Bowie Studio office regardless of whether I have signed a new form acknowledging such Handbook revisions. The City reserves the right to refuse access to users who fail to comply with either City rules or public access channel rules. Where a conflict arises between a City policy and a Bowie Community Media Corporation (“BCMC”) policy, the City policy shall prevail.

Producers:

- (D) All of my programs will be submitted to the City in completed form for sharing with the City’s public access channel, and shall conform to any technical *and payment* requirements that may be issued by the public access channel’s Board of Directors.
- (E) I understand that I and any entity on whose behalf I have been designated as the producer must be credited as a producer on the credits of any program(s) that I produce.
- (F) I understand that the Bowie Studio and the City of Bowie have no role in determining the schedule of programs to be cablecast on the City’s PEG channel. Furthermore, I understand that any decision regarding the scheduling of Public Access TV transmissions is the sole decision and at the sole discretion of the public access channel management.
- (G) I understand that any co-producers who will schedule or use Studio time on behalf of my program must also be properly registered with the Studio as a producer.
- (H) I understand that no one is authorized to make any representation as to available studio time in the City of Bowie Cable Studio except the City of Bowie.

(7) Signature of authorized representative, if any

(8) Signature of Producer

VERIFICATION OF DRIVER’S LICENSE

Street: _____ City: _____ Zip: _____ County: _____

License #: _____ Expiration Date: ____/____/____

Subdivision: _____ Studio Approval: _____ Registration Date: ____/____/____

1 / SCHEDULING YOUR RESERVATIONS

Studio time is allocated to producers on a first-come, first-served basis. To schedule studio time, consult a studio technician. Producers must inform the studio manager of all other reserved time “on the books” when making an additional reservation. **Please bring a 250GB or more portable hard drive for all sessions.**

In order to avoid confusion, reservations for a program or series will be made by the highest-ranking producer. If amendments to these policies occur, they will be reflected in the next issue of the handbook, which is posted in the studio office. Users should send studio feedback to dmahoney@cityofbowie.org

Scheduling the Facilities (Studio Space and Control Room)	Removal Triggers
<p><u>No person or production may be scheduled for more than four (4) general studio reservations per month, and no more than two (2) of these may be night-time (7pm) reservations. Please note that these are base maximums, not minimums.</u></p> <p>EXCEPTIONS: Additional reservations, including regular dates, that would exceed the maximum amount permitted under these policies <i>may</i> be granted in special circumstances where:</p> <ul style="list-style-type: none"> a) Programs are deemed time-sensitive by BCMC and are pre-scheduled for airing on the channel as a result (including but not limited to weekly forums). b) Studio managers certify that a Bowie resident produces an average of 2 shows per month in the last 12 months. Shows must average at least 28 minutes. c) Empty studio time is imminent in the next 2 days, and staff has no chores. <p>At least one of the show’s producers must be present at all times. If a producer or team member is handling multiple productions, he or she can not schedule maximum time for <u>each</u> production. Conversely, if a production has multiple producers or team members, the production can not be over-scheduled by pooling the maximum time for each person on the team, which is why studio managers will book all reservations for a single program (or series) in the name of a single highest-ranking producer and/or creator.</p> <p>MONTH-TO-MONTH SCHEDULING</p> <p>Single reservations can be booked at any time in the month of, or the month prior to, the scheduled date. For example, beginning on June 1, you can schedule July 1-31.</p> <p>AUTOMATIC SCHEDULING</p> <p>The second type of reservation, only for credited producers whose applications are approved, is called an Automatic-Regular-Monthly (“A.R.M.”) studio reservation (also known simply as a “regular date”). Because regular dates are automatic, they do not need to be renewed each month thereafter; they are automatically renewed for you in the same monthly slot <i>for an indefinite period of time, subject to review (see sidebar).</i></p> <p>To get in line for a first regular date, you must complete an application and have finished 84 minutes of programming (i.e. <i>three</i> 28-min shows) within the last <i>three</i> months. To get in line for a second regular date, you must complete an application and have finished 168 minutes of programming (i.e. <i>six</i> 28-min shows) within the last <i>six</i> months.</p> <p>If any regular date is granted, it should be considered “indefinitely temporary” until or if adjustments need to be made to ensure an equal opportunity for access, in consideration of demand for studio time.</p>	<p>To be eligible (<i>though not guaranteed</i>) to keep a <u>single or regular date</u> when a competing producer requests the date, you must have finished 150 minutes of programming in the last six (6) months <i>to receive the most favorable consideration during a review of date assignments by studio or channel management.</i></p> <p>Reviews will consider producer cancellation history and overall need for more available time for all producers, including those that actively use the studio without the luxury of regular dates.</p> <p>Regular dates not used in 3 months will be automatically revoked without notice.</p> <p>Producers who do not give written notice of hiatus to enable temporary use of their dates by others will risk losing all regular dates in the future.</p> <p>The Bowie Studio reserves the right not to bump producers due to rare, extraordinary, or redeeming circumstances.</p>

2 / USER CONDUCT AND LIABILITY

Users are required to abide by all applicable federal, state, county, and city laws, rules, and regulations.

The City reserves the right to penalize, suspend, or expel users and/or producers who fail to comply or ensure compliance by the users' guests, invitees, or agents with either City rules or BCMC rules or any federal or State law.

The following violations may result in immediate expulsion from the studio:

- a) negligent handling of facilities or equipment;
- b) providing any materially false information or making any false representation pertaining to residency;
- c) use of facilities or equipment while under the influence of alcohol or illegal drugs; (*alcoholic beverages are prohibited in City Hall*);
- d) causing harm or injury to persons or property or creating a reasonable risk of harm or injury to persons or property

The Bowie Studio takes care in offering the best technical equipment it can to its users. The user accepts full legal and financial responsibility for any damage to the Studio or its equipment whenever the equipment is in his or her possession and/or control, and the user agrees to pay the cost of any repair or replacement of equipment due to negligence, misuse, theft or loss. Failure to pay for repair or replacement of equipment damaged, lost or stolen while in the user's possession and/or control may be grounds for suspension or expulsion. Pyrotechnics are not permitted in the Studio under any circumstances.

Food is not permitted in the studio or connecting rooms. For rented food space, contact Community Services at 301-809-3011. Beverages are limited to bottled water only, in the studio lobby only. Hair, Make-up, and Wardrobe needs to be done before reservation time in the bathrooms or rented space.

No personal audio/video recording devices may be used in conjunction with studio equipment. Photos may only be captured before or after studio recording. Questionable raw material may be held or shared for further review by any proper authorities BEFORE a copy is released to the producer. Producers retain their copyrights and are encouraged to upload their finished shows on their own YouTube accounts.

The City's Public Access Channel(s) shall be for the display of noncommercial public, educational, and government programming produced or sponsored locally by residents, organizations, and institutions within the City. For underwriting and sponsorship rules, and rules on selling copies, consult BCMC.

COMMERCIAL ACTIVITY, including but not limited to underwriting and sponsors	Advertising which promotes the sale of any product or service AND involves remuneration	Contact information (phone, web, email, facebook, twitter, linkedin, etc.)	Call to action of a commercial, advertising, money or prize-related nature i.e. command tinyurl.com/definelltoaction	Prizes by lot or chance	Solicitation of funds: request, directly or indirectly, for money, property, financial assistance	Prices	Inducement, not to be confused with information, to buy, sell, rent, or lease; avoid recognizable brands	Qualify or compare, for purposes of review
For-profit	No	Credits	No	No	No	No	Unpaid	Unpaid
Non-profit business	No	Body and credits	Unpaid, no sales or endorsements	No	No	No	Unpaid	Unpaid
Personal	No	Body and credits	No	No	No	No	Unpaid	Unpaid

3 / CLEARANCES

Producers are required to obtain clearance using this form and submit to City staff *before* images of minors are recorded or edited, as well as copyright clearance whenever needed. Exceptions may or may not be applicable depending on the public nature of an event.

If the minor in the image is now an adult, the parent or guardian does not have to co-sign but the release to use the image of the minor is still required. Release forms from a school or other government unit may or may not be acceptable as a substitution and should be cleared with the City prior to scheduling talent.

RELEASE FORM FOR INDIVIDUAL PARTICIPATING IN VIDEO PRODUCTION

“I authorize the PRODUCER(S), _____, to record on tape or otherwise, my name, voice, image, and performance for use in the program. The producers may edit such recordings as desired and may use and authorize others to use the program or portions thereof or excerpts therefrom. The producers shall own all right, title, and interest at any time existing in and to the program with limitation to be used and disposed of as the transmitting or distributing body shall determine at its sole discretion. I give the producer the right to use my name, likeness, and biographical material to publicize the program, derivative works thereof, and the service of the producers. I expressly release the transmitting or distributing body, its licensees, and assignees from all claims arising out of the breach of any covenant or warranty I have made therein. I acknowledge that, by signing this waiver, I grant the producers the unlimited right to distribute for broadcast, cablecast, webcast, or otherwise, any and all programs in which I appear. The term period of this right shall not expire. I also warrant that I am providing full legal names and that I have full or partial legal custody over any minors for which I speak. I accept full legal responsibility for all medical or dietary needs relating to myself or my children.”

Individual (print name)

Parent/Guardian (print name)

Parent/Guardian’s Signature

Parent Emergency Phone Number

Guardian Emergency Phone, if different