



CLIENT SERVICES AGREEMENT

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PART I – CLIENT SERVICES AGREEMENT

A. Agreement

1. This Client Services Agreement (Agreement) governs your use of the ‘Ōlelo Community Media (**‘Ōlelo**) equipment, services and facilities (**Resources**). This Agreement is between you and ‘Ōlelo and consists of the terms and conditions below. This Agreement sets forth the legally binding terms and conditions for your use of the ‘Ōlelo Resources. By registering to use the ‘Ōlelo Resources you agree to be bound by this Agreement and to use the ‘Ōlelo Resources in compliance with the terms of this Agreement and all applicable, federal, state and local laws, rules and regulations.

2. Client Categories

All individuals or business entities that are registered and have agreed to the terms and conditions of this Agreement are referred to as clients (**Clients**). The following are categories of Clients:

- a) **Client**: Anyone using ‘Ōlelo’s Resources under this Agreement;
- b) **Producer**: Anyone who produces programming, whether or not they use ‘Ōlelo’s Resources. Some programs grant operating authority to more than one person. ‘Ōlelo allows up to two people to have authority to act on behalf of a project (make reservations, submit programs, etc.): the Producer and Co-Producer. The Producer has ultimate authority for the program and owns the copyright;
- c) **Presenter**: Anyone who presents programming produced by others.
- d) **Volunteer**: in the context of this Agreement, “Volunteer” refers to someone who assists a Client and/or Producer in the production of a program.

B. Registration Information

In order to use the ‘Ōlelo Resources you must complete the Client Registration form. You acknowledge that you are 18 years or older and you have legal authority to enter into this Agreement. (See Part V, Section A.2 regarding age requirements for use of the ‘Ōlelo Resources.) You represent that all information provided in the registration process is accurate and complete and that you will update such information with ‘Ōlelo should it change. ‘Ōlelo may accept or reject any potential client in its sole discretion. ‘Ōlelo reserves the right to verify the accuracy of the information you submit in connection with your registration.

C. Purpose of the Agreement

1. This Agreement was developed to outline ‘Ōlelo’s operating policies and procedures concerning the use of ‘Ōlelo’s Resources, to ensure that both ‘Ōlelo staff and Clients understand what is expected of them. No procedural document can address all possibilities, so these procedures will be updated as needed, as described below. ‘Ōlelo also reserves the right to modify its practices on a case-by-case basis.
2. ‘Ōlelo has made substantial investments in equipment, facilities and services to allow the production and distribution of public, educational and governmental (**PEG Access**) programs for distribution on O’ahu’s PEG Access cable channels. The use of these assets is a privilege and

they are not to be misappropriated, monopolized or abused. ‘Ōlelo has enacted the policies and procedures described in this Agreement to maximize the equitable use of these shared community resources.

D. Revisions to the Agreement

‘Ōlelo may revise, amend, or modify this Agreement at any time by posting the revised version on the ‘Ōlelo Web Site, **www.olelo.org**. The revised version will be effective and legally binding upon both Client and ‘Ōlelo as of the effective date of the revision, which shall be no earlier than thirty (30) days after the posting date, unless a shorter time period is needed because the change is required in order for ‘Ōlelo to comply with applicable laws or regulations. The material changes to the Agreement will be noted in endnotes of the revised version. Any such change to the Agreement’s terms and conditions shall automatically be incorporated by reference into your Agreement with ‘Ōlelo. Your continued use of the ‘Ōlelo Resources after the effective date of the revised version constitutes your acceptance of all of the revisions. If you do not agree to the revisions in the revised version, your sole and exclusive remedy will be to terminate your use of the ‘Ōlelo Resources.

E. Revisions to ‘Ōlelo Resources

‘Ōlelo also reserves the right to change any of the features, content or applications of the ‘Ōlelo Resources at any time with or without notice to you.

PART II – OVERVIEW OF ‘ŌLELO

- A. ‘Ōlelo Community Media (**‘Ōlelo**) is a non-profit organization contracted by the State of Hawaii to oversee the development, operation, supervision, production and broadcasting of public, educational and governmental (**PEG Access**) programs for distribution on O’ahu’s PEG Access cable channels. ‘Ōlelo’s mission is “To strengthen our island voices and advance community engagement through innovative media.”
- B. ‘Ōlelo, like other PEG Access stations across the United States, was created to allow the placement by the public, educational institutions, and governmental agencies of non-commercial programming on local cable channels. Access stations support the Constitutional right of free speech and are an “electronic soapbox” for any person or organization that has a non-commercial message.
- C. ‘Ōlelo provides O’ahu residents with video production training, production facilities and equipment, ancillary services, and program distribution over O’ahu’s cable system and the Internet.

PART III – CLIENT CONDUCT

A. Orderly Environment

In an effort to maintain a safe and orderly environment for Clients, guests and staff, ‘Ōlelo has the right to control its premises and property (including on-location activities) and therefore reserves the right to refuse or limit access to its Resources to anyone who:

1. Appears to be under the influence of alcohol or illegal drugs; or
2. Behaves in a fashion that is detrimental to other facility users, and/or 'Ōlelo staff, including harassment, threats of violence, intimidation, disruptive behavior, verbal abuse, or interference with the orderly conduct of business. Such behavior can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm. 'Ōlelo does not condone violence in its facilities and will make every effort to prevent violent incidents and protect its Clients, guests and staff. While it cannot guarantee anyone that it can prevent incidents of violence or other disruptive behavior, 'Ōlelo will take all reported incidents seriously and will deal with them as management deems appropriate in its sole discretion.

B. Safety

Because production involves interaction of people and equipment, frequently in public spaces, Clients and crew members must pay strict attention to safety. 'Ōlelo does not tolerate reckless behavior that could result in harm to oneself or others. Clients are responsible for ensuring that they act prudently to protect themselves, other crew members, volunteers, staff and the general public from harm. 'Ōlelo will not be liable for any injuries or property damage that occurs in the course of Client productions.

C. General Prohibitions

Furthermore, in order to maintain an orderly environment, the following are prohibited:

1. Animals (except for service animals);
2. Smoking (except as allowed by law); or
3. Eating and drinking, except in designated areas.

D. Discipline

Individuals using 'Ōlelo's facilities who violates any of the above conditions will be subject to discipline including, but not limited to, a permanent ban from using 'Ōlelo's facilities, suspension, or conditional use of the facilities (e.g., restricted access to 'Ōlelo's facilities, restricted communications with 'Ōlelo's staff).

PART IV – TRAINING AND CERTIFICATION

A. Certification

Users of 'Ōlelo's Resources must be certified before they can use the video production resources managed by 'Ōlelo. The goal of certification is to ensure that all Clients are familiar with 'Ōlelo's policies and procedures and have acquired the necessary skills to independently create PEG Access programming and/or operate 'Ōlelo's production equipment and facilities. In addition to providing a basic level of training, 'Ōlelo may provide supplemental training and certification, as well as mentoring, in order to increase the level of independence and efficiency of individuals using the video production resources managed by 'Ōlelo. Specific resources, such as 'Ōlelo's multi-camera production systems, require additional certification.

B. Training Program Goals

'Ōlelo conducts workshops and training sessions to instruct eligible individuals and community organizations in the skills required to use 'Ōlelo's facilities and equipment. 'Ōlelo's training classes will:

- Teach safe operation of equipment and safe procedures while engaged in production
- Teach how to make an informed selection of production options which satisfy minimum quality standards and legal responsibilities
- Foster the ability to perform cooperatively and with minimal staff assistance, so participants are able to function as part of an effective production team
- Encourage participants to produce quality programming in an efficient and well organized manner

Upon completion of training, 'Ōlelo will determine whether a potential client possesses the minimum proficiency required to use 'Ōlelo's Resources. If necessary, 'Ōlelo will provide additional training and mentoring, within reason, to bring potential clients up to the minimum proficiency requirements for certification.

PART V – USE OF EQUIPMENT, FACILITIES AND SERVICES

A. Eligible Clients of 'Ōlelo's Resources

1. Residency

- a) Only O'ahu residents may use 'Ōlelo's Resources. 'Ōlelo requires government- or school-issued photo Identification (ID) as proof of identity. If the photo ID does not verify O'ahu residency, then additional proof, such as utility bills, paystubs or voter registration, will be required.
- b) In the case of a minor, documentation of parent's or legal guardian's residency is acceptable.

2. Age Requirements:

- a) 18 years or older.
- b) Minors 13 years or older whose parent or legal guardian executes the appropriate 'Ōlelo consent forms and attends a briefing on the legal and financial obligations being assumed on behalf of the minor client.
- c) Minors 12 years old or younger may be allowed access to 'Ōlelo's Resources on a case-by-case basis, provided they are accompanied by a parent or legal guardian at all times. 'Ōlelo may, at its discretion, waive this requirement.
- d) Notwithstanding the above, 'Ōlelo will participate in instructing/mentoring a class of minor students provided that a licensed and certified school teacher is present and acts as the responsible party on behalf of the students.

3. Demonstrated Proficiency

- a) Only persons who have demonstrated proficiency are eligible to use 'Ōlelo's Resources.
- b) 'Ōlelo may, from time to time, at its sole discretion, require individuals to demonstrate that their skills are current.
- c) Individuals who repeatedly violate 'Ōlelo's policies and procedures, or demonstrate an inability to perform at established minimum level of independence may become ineligible to use 'Ōlelo's Resources.

4. Certification

- a) Equipment and facility reservations can only be made by 'Ōlelo certified Clients.
- b) Facilities and equipment can only be checked out, used and operated by Clients trained and certified by 'Ōlelo to use those facilities and operate that equipment.

- c) If a Client checks out equipment he or she is not personally certified to use, he or she must designate the certified crew members who will actually operate the equipment.

5. Good Standing

In addition, Clients must meet the following requirements:

- a) Be current on any financial obligations to 'Ōlelo; and
- b) Be compliant with the Standards of Conduct as outlined in Part XII.

B. Reserving Equipment and Facilities

1. General Requirements

To preserve and protect 'Ōlelo's investment in the Resources, the following guidelines apply:

- a) 'Ōlelo's Resources are for the creation of PEG Access programming to be distributed by 'Ōlelo. No commercial or other use is allowed without prior approval; compensation to 'Ōlelo may be required for such use.
- b) Each Client production, whether by a group, organization or individual, must have a single certified "lead Producer" who is registered as a Client and who takes the responsibility for the reservation, serves as the coordinator and contact person, and deals with 'Ōlelo in all phases of the production.
- c) 'Ōlelo requires Clients to provide 'Ōlelo staff with the names of the certified crew members when the reservation is made. Clients are required to sign an itemized equipment receipt acknowledging their possession of and responsibility for 'Ōlelo equipment while in their possession.
- e) All requests for 'Ōlelo's Resources will be honored in the order received and/or according to usage priorities (see "Priorities for scheduling resources", in Part V, Section B.2 below).
- f) Clients are urged to reserve the equipment and facilities needed for their production well in advance. However, reservations may not generally be made any earlier than three (3) months prior to the check-out date; exceptions may be requested in the Production Proposal and Treatment Form.
- g) A Production Proposal and Treatment form (PPT) must be submitted prior to any equipment or facility reservations. 'Ōlelo staff will review the PPT for its technical feasibility; all requests for 'Ōlelo's Resources must be approved by 'Ōlelo staff.
- h) Non-reserved use is possible if the equipment is available on the day of inquiry.

2. Priorities for Scheduling Resources

Should the requests for use of 'Ōlelo's Resources outweigh the availability of equipment, facilities or services, reservations will be granted according to the following priorities:

- 1st: Individuals and organizations which have proposed programs that are live or time-sensitive;
- 2nd: Individuals and organizations which have proposed programs that are tied to a specific event or activity which cannot be reproduced or recreated;
- 3rd: Individuals and organizations which have proposed programs that are not tied to a specific event or activity.

The amount of equipment available for a given request will be determined by 'Ōlelo staff. Should the requests outweigh equipment availability, 'Ōlelo may limit the times and/or duration of reservations.

3. Reservations: Canceling, Tardiness, Extending

- a) There are two (2) types of Resources reservations: Advanced and Non-advanced. The definition of **Advanced** and the allowable number varies according to Resource type:

- (1) Edit bays. More than 48 hours in advance; Clients are permitted up to 4 Advanced reservations per month.
- (2) Cameras. More than 48 hours in advance; Clients are permitted up to 2 Advanced reservations per month for most cameras; 1 Advanced reservation per month for cinema-style cameras.
- (3) Studio/Mini Studio. More than 7 days in advance; Clients are permitted one Advanced reservation per month, generally no more than one month in advance.
- (4) Studio (floor). No Advanced reservations; reservations less than 48 hours prior to usage are permitted.
- (5) Portable EFP System– More than 7 days in advance; Clients are permitted one Advanced reservation per month.
- (6) EFP Van–More than 14 days in advance; Clients are permitted one Advanced reservation every other month.
- (7) Non-Advanced reservations are last-minute reservations made within the minimum threshold for Advanced reservations. For example: Non-Advanced edit bay reservations are made no more than 48 hours in advance. There are no limits to the number of Non-Advanced reservations a Client may have.

- b) Reservations will not be accepted more than three (3) months in advance.
- c) Clients should give a minimum of 24 hours' notice when canceling or changing reservations for 'Ōlelo Resources, except for exceptional circumstances. (For Mini-Studio reservations, minimum cancellation notice is 48 hours.) Failure to provide the minimum notice of cancellations may result in the loss of Advanced Reservation privileges.
- d) 'Ōlelo may cancel reservations in cases of equipment failure, tardy equipment return by other Clients, or if there are not enough certified crew members for the production to be completed. 'Ōlelo will not be held liable for damages resulting from the cancellation of reserved equipment or facilities. 'Ōlelo will make every effort to notify Clients regarding cancellations and attempt to reschedule any involuntary cancellations.
- e) Clients are encouraged to notify the appropriate Community Media Center (CMC) staff of possible tardiness. Clients have a 30 minute grace period for scheduled Resource use; arriving more than 30 minutes late may result in the reservation being canceled, in which case the Client will be treated as a walk-in and granted access to Resources as available. Arriving after the scheduled start of a reservation does not extend the time of the reservation. Chronic tardiness may be cause for suspension in accordance with Part XI– STANDARDS OF CONDUCT.
- f) Clients who are unable to return equipment or relinquish facilities at the scheduled time should make every attempt to inform the 'Ōlelo staff prior to the return/sign-out time. If another Client is scheduled for the equipment or facilities at that time, the equipment

must be returned or facilities relinquished on schedule. If equipment or facilities are not reserved by other Clients, the Client may request an extension. Unauthorized late return of equipment or relinquishment of facilities may jeopardize future use, may initiate a police report, and in extreme cases may result in decertification and/or loss of 'Ōlelo privileges.

C. Equipment/Facility Usage

1. Equipment Safety

- a) Equipment should not be operated in adverse conditions (i.e., in or near open water or in sand or mud, or exposed to rain without proper protective gear). If such location shoots are required, all precautions must be taken to protect the equipment. The Client is required to inform 'Ōlelo staff of such production conditions as early as possible during the program proposal process, in any case no later than during the check-out process. Equipment may not be taken off island without prior written permission.
- b) 'Ōlelo may cancel any scheduled production where, in 'Ōlelo's judgment, the equipment would be subject to unacceptable risk of damage.

2. Equipment/Facilities Tampering

- a) 'Ōlelo staff is responsible for ensuring the equipment is properly adjusted and configured. Some equipment may only be operated by 'Ōlelo staff. If you are unclear about which items these are, be sure to ask the staff for assistance first.
 - (1) Use of additional components, changes to menu settings or reconfiguration of equipment wiring is not allowed without prior staff approval.
 - (2) Broken or malfunctioning equipment or systems are to be reported to 'Ōlelo staff immediately.
 - (3) No Client shall undertake internal adjustment, maintenance or repair of 'Ōlelo's equipment.
 - (4) Such actions may be cause for suspension or decertification.

3. Equipment and Facility Upkeep

Clients must leave the equipment and facilities in a clean, orderly condition. All 'Ōlelo equipment, sets, props and other accessories must be properly secured. Any lost or damaged items must be promptly reported to 'Ōlelo staff. Property not belonging to 'Ōlelo must be removed promptly after each production, unless prior permission to store it at 'Ōlelo has been obtained.

4. Check-out/Return

- a) Only certified Clients will be permitted to sign for, transport and return equipment.
- b) Clients must have ID with them upon signing for the facilities or equipment.
- c) Eligible Clients under 18 years of age must present a Minor Consent Form (Equipment) signed by a responsible adult, specifying the date of the equipment check-out and stating that the adult accepts full responsibility for the equipment and actions of the minor before they can check out equipment or use facilities.
- d) Before signing the reservation receipt, Clients are responsible for verifying that the reservation receipt is accurate and they have received all the equipment they reserved, and that everything is in working order. By signing the reservation receipt, the Client, WITHOUT EXCEPTION, takes on the responsibility for loss or damage to that equipment.

- e) Equipment must be returned by the person who signed the reservation receipt.
- f) When returning equipment, or upon closing of facilities, the Client must wait while the staff verifies the condition of the equipment. Any damage (including cosmetic) or missing items will be noted. Loss or damage beyond normal wear and tear is subject to assessment of repair or replacement costs.
- g) Clients may not exchange facility and equipment reservations or transfer equipment between themselves without prior notification and approval by 'Ōlelo staff.

5. Post Production

- a) An editing session includes set-up, editing and clean-up.
- b) Edit facilities are to be used only for editing; dubbing or transferring must be done using the designated transfer station(s).
- c) Due to limited space and shared edit bays, each CMC may set parameters for the number and age of people allowed in the edit bays.
- d) Clients are responsible for the cost of any repairs or replacement of equipment damaged during their editing session.

6. Multi-Camera Facilities

'Ōlelo's multi-camera production systems require additional certification. Copies of the specific policies and procedures for Studio, Portable Multi-Camera Production System (Portable EFP) and Electronic Field Production (EFP) Van usage can be found in the Appendices.

7. Equipment Failure

To minimize down time, Clients should report any equipment failures during their sessions or productions to 'Ōlelo staff as soon as possible. 'Ōlelo staff will attempt to work with the Client to make up for lost session time. Depending on the impact to other Clients, sessions may be extended. It is solely the decision of the 'Ōlelo staff to determine if such accommodations will be made; however, extensions generally will not be granted beyond scheduled closing times.

8. Late Procedure

'Ōlelo recognizes that Clients are eager to complete their programs, however it is important that everyone pack their materials and leave the facilities by the time their sessions are scheduled to end. Leaving late impacts other Clients and 'Ōlelo staff. Clients who repeatedly exceed the scheduled time will jeopardize future use and can be subject to decertification and/or loss of 'Ōlelo privileges as described in Part XII– STANDARDS OF CONDUCT.

9. Last Session of the Day

Clients should check out and return equipment no later than thirty (30) minutes prior to closing. Clients using studio or editing facilities are responsible for keeping track of the time and wrapping up their sessions in time to exit the facilities by the scheduled closing time. In addition to being considered a minor violation (see Part XII – STANDARDS OF CONDUCT) Clients may be charged for staff overtime (minimum of one half-hour) if they have not left the building by the scheduled closing time.

10. Staff Overtime

Any Client production utilizing 'Ōlelo staff that goes beyond eight (8) hours will be charged for those staff members' overtime costs.

D. Prohibited Uses of Resources

'Ōlelo's Resources and channels may not be used for commercial, illegal, or personal activities. The following are prohibited:

1. Commercialism
 - a) Time on 'Ōlelo's channels is available free of charge. Channel time may not be bartered or sold.
 - b) Clients may not receive compensation from individuals in exchange for appearing on an 'Ōlelo program. (However, Clients are permitted to compensate guests and crew for their participation in productions.)
 - c) On-camera guests with any commercial or economic interest must not have inappropriate editorial control over program content.
 - d) 'Ōlelo's Resources may not be used to produce content for personal or commercial use and/or financial gain. That includes content that is sold to a third party, or aired in return for value received.
 - e) After it has aired on 'Ōlelo's channels, content created with 'Ōlelo Resources may be distributed via commercial websites provided the Client does not profit in any way. If the website charges for access or sells advertising in or around such internet exhibition, the Client must not receive any direct or indirect compensation.
2. Personal Use
'Ōlelo's Resources are not to be used to produce content for strictly personal use; all content produced using 'Ōlelo's equipment, in whole or in part, must air on 'Ōlelo's channels.
3. Duplication for Profit
Content produced with 'Ōlelo's Resources may be duplicated and distributed by the Client after it has aired on 'Ōlelo's channels. However, Clients may not charge more than the cost of duplication (including media).
4. Unauthorized Use of Music & Sound Effects Library
'Ōlelo makes a music and sound effects library available for Client use. The music and sound effects library is licensed solely for the production of PEG Access programming distributed via 'Ōlelo's channels and website. Any other use is not covered by 'Ōlelo's license with the distributor, and is therefore prohibited. Use of the licensed library beyond PEG Access programming must be relicensed by the Client directly with the distributor and is the sole responsibility of the Client.

PART VI – PROGRAM CONTENT

A. Client Responsibility for Program Content

1. No Censorship
'Ōlelo does not screen programs prior to cablecasting. Clients acknowledge that 'Ōlelo does not endorse or approve their programs. 'Ōlelo relies on Clients to ensure that the programs are not commercial, do not violate any laws (including but not limited to copyright, obscenity and libel) and that all releases (talent, music, copyright, etc.) have been secured.
2. Adult Content
 - a) 'Ōlelo wants viewers to know when programs may be inappropriate for some audiences, especially children; therefore 'Ōlelo strongly encourages Clients to include advisories for adult content. Clients bear the responsibility for notifying 'Ōlelo if their program contains such material by checking off the Adult Content box on the program submission form(s).

Checking the Adult Content box ensures that the program will be scheduled between midnight and 4:00 a.m., and that on-demand access will be subject to parental advisory and/or age verification, minimizing the potential exposure to children.

- b) 'Ōlelo recommends that programs containing any of the following be preceded by a message advising viewer discretion:
 - (1) Vulgar language;
 - (2) Nudity;
 - (3) Depictions or simulations of sexual intercourse;
 - (4) Extreme physical violence; or
 - (5) Graphic depiction of invasive medical procedures
3. Prohibited Content
'Ōlelo does not allow the following content:
 - a) Materials, including addresses, phone numbers and website references designed or intended to promote the sale of commercial products, trade or services or events that charge admission to the public or require fees to participate;
 - b) Material inviting viewers to take action in the purchase of a product and/or referral to use a service(s) that is not free of charge;
 - c) Material containing any direct appeal for contributions of funds, support, or other property of value. This includes the publicizing of events at which products are sold, such as craft fairs. Tax-exempt 501c(3) organizations may apply in writing for one exemption per calendar year;
 - d) Reference to any business, service, or product for which any economic consideration was received by anyone in exchange for the display, announcement and/or reference to such business, enterprise, product or service, with the exception of sponsorship (see Part VIII: PROGRAM FINANCIAL SPONSORS AND UNDERWRITERS);
 - e) Solicitation for any lottery, gift, enterprise or similar scheme, offering prizes dependent in whole or in part upon lot or chance; or
 - f) Matter intended to defraud the viewer or designed to obtain money by false or fraudulent pretenses, representations or promises.
4. Illegal content
The following are also prohibited:
 - a) Content that invades the privacy of a private citizen; or
 - b) Content that is deemed obscene by a court of law; or
 - c) Content that is libelous or slanderous as defined by law.
5. Program Ownership
 - a) Programs are owned by their Producers.
 - b) For programs that have not been produced by a Client, 'Ōlelo requires the presenting Client to get written permission from the program's owner before the program will be accepted for distribution via 'Ōlelo's channels and/or on the internet through 'ŌleloNet.
 - c) 'Ōlelo reserves the right to duplicate and use excerpts of submitted programs for promotional purposes.
6. Copyright and Licensing Clearances
 - a) Creators of program elements retain full copyright ownership.
 - b) Each Client is solely responsible for obtaining all necessary clearances, licenses and permits from broadcast stations, networks, financial sponsors, music licensing organizations, performers' representatives,

and without limitation of the foregoing, any and all other persons (natural and otherwise) as may be necessary to transmit the program over 'Ōlelo's access cable channel(s) and over the Internet.

- c) Clients will be required to provide proof of such clearances and approvals upon request.

7. Required Information

a) Funders

Funders shall be identified on-screen at the conclusion of the program (see Part VIII – PROGRAM FINANCIAL SPONSORS AND UNDERWRITERS). 'Ōlelo may require additional on-screen information regarding the program's creator, location of the program creation, and program funding sources as deemed necessary.

b) End Slate

All programs longer than 120 seconds and created using 'Ōlelo Resources must contain the following credit:

Facilities Provided By
'Ōlelo Community Media

This credit must remain a part of the program for any future distribution arrangements.

c) Producer/Presenter Contact Information

- (1) 'Ōlelo requires a minimum of 10 seconds on-screen display of the full name of the Producer, Presenter, or production organization and an O'ahu address OR O'ahu telephone number. E-mail addresses or other contact information are optional. This information shall be included at the end of the program, in the following format:

For Further Information Contact
(Producer or Production Organization)
(O'ahu Phone Number and/or O'ahu Address)
(E-mail address is optional)

- (2) End slates are part of total run times.
- (3) 'Ōlelo will give out end slate information in response to inquiries. Clients have the option to designate which, if any, additional contact information 'Ōlelo will be given out.

B. Indemnification

- 1. Clients certify that they are thoroughly familiar with the content of the programs they submit to 'Ōlelo and agree that the programs comply with applicable federal and state statutes and regulations with regard to cable programming and internet streaming, and they have paid for, or will timely pay when due, all financial obligations (including residuals, union fees, license fees, etc.) owed to third parties in connection with the creation, cablecast and internet stream of all programs submitted to 'Ōlelo.
- 02. Furthermore, Clients hereby agree to indemnify and hold harmless the State of Hawaii, Oceanic Time Warner Cable (and any successors), 'Ōlelo and their agents, employees and representatives from any and all liability and injury (including reasonable attorneys' fees and costs incurred in defending claims) arising from, or in connection with, claims for (or allegations of):
 - a) Failure to comply with any applicable laws, rules, regulations or other requirements of local, state or federal authorities;
 - b) Claims of libel, slander, invasion of privacy;
 - c) The infringement of common law or statutory copyright;

- d) For unauthorized use of any trademark, trade name or service mark or the name, likeness or other personal attribute of any individual;
- e) For breach of contractual or other obligations owing to third parties by the Client; or
- f) Any other injury or damage, in law or equity, where claims result from the Client's utilization of 'Ōlelo resources and distribution channel(s).

- 3. All claims made by third parties that arise as a result of the transmission of a Client's program will be referred to the Client for resolution.

PART VII – PROGRAM DISTRIBUTION

A. Contractual Agreement

Clients applying for use of 'Ōlelo Resources and distribution shall agree to the following items:

- 1. Programs created with 'Ōlelo's equipment and facilities:
 - a) 'Ōlelo channels must be the premiere method of distribution for all non-time-sensitive programs.
 - b) Time-sensitive programs may premiere on 'ŌleloNet prior to cablecast on 'Ōlelo's channels. All content that premieres on 'ŌleloNet must eventually be cablecast on 'Ōlelo's channels.
 - c) Time-sensitive content that is ineligible for 'ŌleloNet may premiere on other websites, provided that the Client first submits it to 'Ōlelo and complies with the Commercialism policy outlined in Part V, Section D.
- 2. 'Ōlelo's Resources will be used for the primary purpose of creating PEG Access programs to be distributed via 'Ōlelo's cable access channels, which are also distributed over the Internet, and any other subsequently developed methods of delivery 'Ōlelo may implement.
- 3. Clients are encouraged to distribute their works as widely as possible on any non-commercial venue.
- 4. Unless requested otherwise in writing by the program's producer, 'Ōlelo, at its sole discretion, is permitted to duplicate, transmit and archive programs produced using 'Ōlelo's resources for an unlimited number of showings and for an unlimited time period. Archived programs may be made available on demand by 'Ōlelo and/or donated to public, academic or other archives as 'Ōlelo may deem appropriate.
- 5. If a Client requests withdrawal of their program, the program will be withdrawn and not used for any further purpose.
- 6. The Client accepts full legal and financial responsibility for distribution of the program to sources other than 'Ōlelo.
- 7. Clients presenting programs produced without using any of 'Ōlelo's resources will permit 'Ōlelo to duplicate and transmit the program for an unlimited number of showings for an indefinite period, on a nonexclusive basis, unless negotiated otherwise. The program may be duplicated by 'Ōlelo for the purpose of transmission and to take excerpts, totaling no more than 5 minutes, for use in promoting 'Ōlelo's services. Exceptions will be made when written permission is given by the copyright holders or when required by a regulatory body or any court.

B. Internet Distribution

- 1. All content cablecast by 'Ōlelo is simultaneously streamed over the Internet.
- 2. In addition to being cablecast, all local content over 5 minutes long may be made available on-demand via the 'ŌleloNet website if the Client checks the appropriate box on the program submission forms or labels.

3. All content created using 'Ōlelo's Resources must be distributed over 'Ōlelo's channels and/or posted on 'ŌleloNet before being distributed via other websites. Exceptions may be made for time sensitive content.
4. Live streaming of content created using 'Ōlelo's Resources on non-'Ōlelo websites requires prior written approval. Such approval may be granted in cases of time sensitive content and will generally require that advanced airdates be obtained for eventual distribution via 'Ōlelo's channels.

PART VIII – PROGRAM FINANCIAL SPONSORS AND UNDERWRITERS

A. Economic Interests

'Ōlelo encourages Clients to seek program financial sponsors/underwriters (**Funders**) who provide cash support for the production. However:

1. A Funder with any commercial or economic interest in a program must not exercise inappropriate editorial control over the content of programming presented and/or produced.
2. Clients are responsible for the programs that they create and/or submit to 'Ōlelo.
3. Funders must be listed in the end credits.
4. Funder credits must generally comply with the following standards; however, 'Ōlelo reserves the right to consider and judge the acceptability of Funder credits in their totality.

B. Credits for Funders

1. All Funders must be identified on screen by name.
2. Address, website or other contact information is permitted, as long as the font size is consistent with the other credits.
3. Funder logos (non-animated) are permitted within the opening and closing credits. The overall content and on-air appearance of each credit must conform to the non-commercial nature of community access television.

C. Slogans

Slogans that are used to identify a Funder are permitted, but must NOT include an explicit:

1. Call to action (e.g., "bring your car to us");
2. Superlative description or qualitative claim about the company, its products, or its services (e.g., "the most intelligent car ever built");
3. Direct comparison with other companies, or with other companies' products or services (e.g., "when a Cadillac just isn't good enough");
4. Price or value information (e.g., "affordable");
5. Inducements to buy, sell, rent or lease (e.g., "special gift for the first 50 customers"); or
6. Endorsements (e.g., "recommended by 4 out of 5 doctors for headache pain").

D. Text of Credits for Production Funding

1. When a program or series is acquired by the Presenter and the production costs are provided by a Funder, the following language should be used to indicate that the funding credit is solely for production costs and not for acquisition costs. The phrases "sponsored by" or "presents" may not be used.
2. Acceptable credits should be some form of the following:
 - a) "This program (is/was/has been) made possible (in part) by a grant from..."
 - b) "This program (is/was/has been) made possible (in part) by ..."

- c) "Funding for this program (is/was/has been) provided (in part) by ..."
- d) "National funding for this program (is/was/has been) provided by..."
- e) "Major funding for this program (is/was/has been) provided by...."
- f) "Additional funding (is/was/has been) provided ..." (To be used when there is a significant difference in the amount of financial sponsoring/underwriting from two or more Funders.)
- g) The words "in part" should be used where production costs are only partially paid by Funders and the rest are assumed by the Client. Credit should not be given to reflect funds provided by the Client.

E. Text of Credits for Program Acquisition Funding

1. When a program or series is acquired by the Client and the acquisition costs are provided by a Funder, the following language should be used to indicate that the funding credit is solely for acquisition costs and not for production costs.
2. Acceptable credits:
 - a) "(National) presentation/acquisition of this program (is/was/has been) made possible (in part, in major part) by (a grant from) (and by (an) additional grant(s) from ...)."

F. Not Permitted in Program Production or Acquisition Credits

1. Mascots, promotional graphics of any type, animation.
2. Mention of specific products or product lines; or
3. Sponsor-specific announcers, music, or sound effects.

G. Order of Credits

When there is more than one Funder for a program, Funders should be credited in descending order of the amount of their funding.

H. In-Kind Contribution

1. 'Ōlelo also encourages Clients to partner with in-kind contributors who provide goods and services for the production at no cost. Providers of in-kind services may receive on-screen credit for their support. In-kind contributor credit may identify the actual product or service provided.
2. 'Ōlelo encourages the practice of crediting contributions of in-kind contributors in the form of:
 - a) "Production assistance provided by ...,"
 - b) "Special thanks to ...,"
 - c) "Acknowledgments to ..."
3. While the credits may generally identify the actual product or service provided by the in-kind contributor, e.g., "Costumes/Lighting/Film provided by ...," logos and other identifying information may not be used. ("Vehicle provided by Servco", not "Toyota Prius provided by Servco".)
4. 'Ōlelo staff members should NOT be included in the in-kind contributor credits, as recognition of the staff's efforts are inclusive of the facility credit (see Part VI, Section A.7).

PART IX – PROGRAM SUBMISSION REQUIREMENTS

A. Administrative Requirements

1. Program Submission
Clients, Producers and Presenters (see Part I – AGREEMENT) must meet the following requirements in order to submit programs:

- a) Submit a signed Client Registration acknowledging the requirements outlined in the Client Services Agreement.
 - b) Accurate and appropriate submission information must be provided with each submission. See CMC staff for more information.
 - c) Airdates must be listed on the label for series episodes.
 - d) Only adult Clients listed as the program's Producer, Co-Producer or Presenter are authorized to submit programs under their project.
 - e) Recommended Deadline: 7 days prior to the first scheduled cablecast date (allows Clients time to correct any technical deficiencies and resubmit).
 - f) Minimum Deadline: 5 working days prior to the first scheduled cablecast date (programs that fail technical evaluation will NOT make their scheduled air dates).
 - g) Resubmitted Programs
 - (1) Re-submitted programs must have an amended program submission form indicating the date of the re-submission, with the date initialed by the Client.
 - (2) If a Client wishes to resubmit a program that has previously aired, the program must be clearly marked as "repeat".
2. Media Pick Up
- a) Clients' storage media will be available for pickup up to 30 days after submission for airing. Materials not picked up within 30 days of submission may be subject to 'Ōlelo's Lost and Found Policy for Abandoned or Unclaimed Property (see Appendix V).
3. Liability for Program Damage or Omission
- a) Clients are strongly discouraged from submitting program masters.
 - b) Any damage or loss by 'Ōlelo, its designated agents or any affiliated entity, even though due to negligence or other fault, only entitles the Client to a like amount of replacement blank media.
 - c) Except for such replacement, the acceptance of a program is without other warranty.
 - d) In no event shall 'Ōlelo be liable to any client or any other person for any indirect, incidental, special, multiple, exemplary or consequential damages, including, but not limited to, loss of profits, loss of data, business interruption or any and all other similar damages or loss, even if 'Ōlelo or its agents have been advised of the possibility of such damages.
 - e) 'Ōlelo and its agents or any affiliated entity, are not liable for programs not cablecast at scheduled transmission times.
- B. Technical Requirements
- Current technical and media format requirements are available at any Community Media Center and at www.olelo.org/programs

PART X – PROGRAM SCHEDULING AND DISTRIBUTION

- A. Programming Definitions
- 'Ōlelo's PEG Access programming process attempts to maximize the exposure for all programs in the most equitable manner possible. The factors considered are defined below.
1. Channel Identity and Programming Blocks

Each of 'Ōlelo's channel has its own general identity. Programs are assigned to channels and grouped into blocks

of similar content based on information Clients select on program submission forms 'Ōlelo shall adjust channel identity and blocks as needed to reflect program submissions and channel capacity.

2. Local Programming

Programming with more than 50 percent of the total run time created by a resident of or entity located in the State of Hawai'i.
 3. Series Programs

A **series** is a group of programs produced or presented by the same Client that is cablecast on the same channel in the same timeslot for the duration of the series. They are normally of the same length and generally have a consistent theme. Local series slots can be awarded at any time based on the availability of timeslots. However, the majority are awarded during the annual series request process. To schedule a series:

 - a) Clients must submit a Series Request Form.
 - b) In order to obtain a series slot, Clients must demonstrate the ability to reliably provide programs. Specifically, a minimum of three (3) related programs of similar length must be submitted at the same frequency of the requested series (weekly, semi-monthly or monthly) before a request for a series time slot will be considered.
 - c) Non-local series may be accepted as long as they meet all of 'Ōlelo's requirements for cablecasting. They air and repeat in non-prime time. Non-local series must be presented by a Client who is an O'ahu resident and who assumes full responsibility for the series' content and compliance with 'Ōlelo's technical requirements, and provides local contact information.
 - d) Series can be cancelled for chronic failure to deliver new programming in a timely manner.
 - e) Except for Neighborhood Board meetings, series programs are assigned either a half hour or one hour timeslot (TRTs may not exceed 28:30 or 58:30, respectively).
 - g) Neighborhood boards may extend up to 2:58:30.
 4. Specials

Specials are programs that are not part of a series.
 5. Prime Time and Non-Prime Time

Prime time is the period from 6 p.m. to 10 p.m., seven days a week.
 6. Live Programs

Those programs that are cablecast at the same time the actual program content is occurring.
 7. Shorts
 - a) Are programs with a TRT of less than 15 minutes;
 - b) Include public service announcements (**PSAs**) and promos;
 - c) Are scheduled in the same manner as Specials as well as part of compilations called "Short Takes"; and
 - d) Do not generally appear individually on published schedules
 8. Time-Sensitive Programming

Loses relevance after a certain date.
- B. Scheduling Priorities
1. Priorities

The following priorities are used to program 'Ōlelo's channels:

 - 1st: Live local time-sensitive programming;
 - 2nd: Time sensitive local programming (non-live);
 - 3rd: Live non-time-sensitive local programming;

- 4th: Live time-sensitive non-local programming with local interaction and/or participation. Such satellite feeds may be same-day delayed at the Presenter's request;
- 5th: Other local submissions, such as series and specials;
- 6th: Time sensitive non-local programming; then
- 7th: Other non-local programming.

Note: Live programs will be carried in their entirety, even when they run beyond their scheduled end times. Pre-empted programs will be rescheduled.

2. Awarding of Series Timeslots

When awarding or renewing series timeslots, 'Ōlelo will consider the following:

- a) The ability of Clients to deliver programs in a timely and consistent manner;
- b) Other requests for channel space;
- c) Scheduling criteria outlined above; and
- d) Should demand for time slots exceed availability, regularly scheduled series time slots will be allocated at 'Ōlelo's discretion.

C. Air Dates and Timeslots

- 1. To accommodate published television listings advance notice requirements, 'Ōlelo schedules air dates at least four (4) weeks, or longer, from date of program submission or written advanced airdate request.
- 2. Time-sensitive programming:
 - a) May be scheduled with shorter lead time, but will not be included in published listings;
 - b) Will likely receive more plays in a short period of time than a non-time sensitive (evergreen) program of similar content and length; however, the number of plays that any program receives depends on the number of open time slots that can accommodate it; and/or
 - c) Should have expiration dates that reflect the factor that qualifies them as time-sensitive in the first place: i.e., election programming should expire after the relevant election.
- 3. Generally, a local program is provided with a single prime-time premiere and multiple non-primetime repeats.
- 4. Non-local programs are only scheduled outside of prime time.
- 5. Long programs, such as meetings, generally receive fewer repeats and are less likely to air in prime time.
- 6. Time slots will generally be assigned on a first-come, first-served basis, subject to the policies and guidelines herein.
- 7. Client requests will be considered when scheduling programs, along with the overall mix of programs, the potential value of aggregating programming by theme or other factors, and the diversity of programs.
- 8. New Clients, specials, series of limited duration, time sensitive programs and live events will receive preference in scheduling.
- 9. 'Ōlelo reserves the right to schedule programming created by 'Ōlelo.
- 10. Clients are expected to specify expiration dates on program submission forms ("none" is acceptable).

D. Advanced Air Dates

- 1. In order to maximize promotional opportunities, Clients may request air dates PRIOR to the submission of a program.
- 2. Failure to meet submission deadlines once advanced airdates are provided may result in the Client's inability to receive advanced airdates in the future.

PART XI - OTHER PROGRAMMING SERVICES

A. Political Programming

- 1. 'Ōlelo routinely provides election-specific services to qualified candidates and also produces issue-oriented programs and televised debates open to all eligible candidates for specific offices. In addition, candidates may use 'Ōlelo's community access services.
- 2. To be eligible, a person must have filed and qualified as a candidate with the State Elections Office for an elected position on O'ahu (except Neighborhood Board seats) or for a statewide seat. Candidates must also, prior to the production of their presentation, sign an additional agreement indemnifying 'Ōlelo and holding it harmless from any and all liability which could arise from cablecasting of the candidate's statements.

B. Easy Access Services

These are services in which 'Ōlelo provides production support:

- 1. Executive Productions
Executive Productions (**EPs**) are event-based programs requested by government or non-profit community groups that do not have an ongoing need for production. Groups can request coverage via an on-line application available on the 'Ōlelo website; 'Ōlelo will accommodate such requests as resources and staff availability permit. Qualified non-profit organizations are entitled to one half-day EP per year at no charge; fees will be charged for additional services. *See 'Ōlelo website for a complete list of EP policies and on-line application.*
- 2. O'ahu Speaks
O'ahu Speaks is an "open mic" service that allows O'ahu residents with a short non-commercial message to record that message in 'Ōlelo's mini-studios for airing by 'Ōlelo.
- 3. Mini-Studio
Mini-Studio services are multi-camera productions using remote-controlled cameras in a small studio setting. Each eligible Mini-Studio Producer is entitled to one 'Ōlelo staff facilitated, two-hour recording session per year. At least one 28:30 program must be produced from every Mini Studio session. These programs will be recorded live-to-tape (or other media), with no post-production. *See addendum for more information pertaining to use of the Mini Studio resources outside of the Easy Access Services policy.*
- 4. Capitol Commentary
Capitol Commentary is an "open mic" service that is produced by 'Ōlelo staff at the State Capitol when the Legislature is in session.
- 5. PSAs for NPOs
'Ōlelo provides local 501c(3) non-profit organization Public Service Announcement (PSA) production services to discuss their organization's mission. Information is available at CMCs and the 'Ōlelo website.

PART XII – STANDARDS OF CONDUCT

A. Purpose for Standards; Standards of Care and Conduct

'Ōlelo Clients have access to a wide range of valuable services and resources to create non-commercial PEG Access programming for the communities of O'ahu. In exchange for use of 'Ōlelo's Resources, Clients must agree to comply with 'Ōlelo's standards of conduct set forth in this Part XII. Valuable resources can only remain available and in good

condition if all Clients agree to certain standards of care and conduct. These standards have been developed to ensure that 'Ōlelo Resources are accessible to Clients and that the Resources are used for the purpose for which they are intended.

B. Violations

The following procedures and list of major and minor violations are not exclusive and do not limit 'Ōlelo's discretion to suspend or bar any person from its premises or from the use of its Resources for any reason.

1. What is required?

- a) Proper use and care of 'Ōlelo's Resources;
- b) Utilizing 'Ōlelo's Resources for the intent for which they are provided;
- c) Treating staff, other Clients and guests with respect and courtesy; and
- d) Actively working to ensure the safety of 'Ōlelo's clients, staff and facilities.

2. The following constitute Major Violations of this Agreement:

- a) Abusing or vandalizing 'Ōlelo's Resources;
- b) Damaging 'Ōlelo's Resources through recklessness and/or misuse;
- c) Theft of equipment;
- d) Using 'Ōlelo's Resources for a purpose not related to production of a program for PEG Access distribution;
- e) Except when supervised by an 'Ōlelo staff member, allowing 'Ōlelo's Resources to be used by anyone not certified by 'Ōlelo to use those Resources, or by a Client on suspension;
- f) Violating the copyrights of others;
- g) Creating a program to promote or benefit a commercial business;
- h) Harassing, threatening or using abusive behavior or language toward 'Ōlelo's staff, guests and/or another Client;
- i) Possessing or bringing onto 'Ōlelo's premises and facilities (including production locations) firearms, knives, weapons, explosive materials and/or biological hazards;
- j) Possessing, being under the influence of and/or consuming alcohol or illegal drugs on 'Ōlelo's premises, facilities and production locations;
- k) Misrepresenting oneself as an employee or agent of 'Ōlelo;
- l) Damaging equipment by adding or reconfiguring equipment without prior 'Ōlelo staff approval;
- m) Committing six (6) or more minor violations (see Part XII, Sections B.3); or
- n) Reserving or checking out Resources for another Client unless specified and approved in advance.

3. The following constitute Minor Violations of this Agreement:

- a) Damaging 'Ōlelo's Resources through carelessness and/or misuse;
- b) Covering or removing 'Ōlelo's logo on 'Ōlelo Resources;
- c) Failing to cancel reservations in advance of scheduled use (no show);
- d) Returning Resources late without prior extension by an authorized 'Ōlelo staff member;
- e) Remaining in any reserved facilities beyond the scheduled reservation without an extension by an authorized 'Ōlelo staff member;
- f) Returning equipment that is dirty;
- g) Leaving trash or debris in 'Ōlelo facilities;

- h) Submitting a program without proper program information, disclaimers and contact information;
- i) Refusing to adhere to 'Ōlelo staff directives;
- j) Utilizing Resources without delivering a program for 'Ōlelo distribution (if in 'Ōlelo's judgment equipment use is disproportionate to program submissions, the Client may be required to provide additional information as a condition for any continued access to resources);
- k) Minor commercialism violations where the program in question contains information about a commercial business, products or services that are incidental to the overall content of the program, consisting of, but not limited to, calls to action, qualitative statements and contact information for the business;
- l) Using profane language in an offensive manner in the presence of an 'Ōlelo staff member, guest and/or another Client on the 'Ōlelo premises or at a production location;
- m) Engaging in behavior on 'Ōlelo premises or at production locations that interferes with 'Ōlelo staff or Client work;
- n) Having food or beverages in the edit bays, mini studio, studio and/or control room;
- o) Using equipment or facilities without prior authorization or scheduled use;
- p) Adding or reconfiguring equipment without prior authorization or scheduled use;
- q) Being in unauthorized areas; or
- r) Providing false or misleading information to 'Ōlelo (including misleading 'Ōlelo by omission).

C. Consequences

1) Major Violations

- a) A Major Violation results in immediate suspension from use of 'Ōlelo's Resources for a minimum period of one year. Where commercial use fees are assessed, or damage to or loss of equipment and/or facilities occurs, a suspension will remain in effect until full compensation is made to 'Ōlelo, whichever is longer. There are no mandatory written warnings prior to suspension in cases of Major Violations.
- b) In addition, when a program created with 'Ōlelo's Resources is distributed for profit, the Client may be required to re-pay 'Ōlelo for the use of Resources. If a rate has not been defined in advance, the rate will be based on comparable and current commercial rates in Honolulu (if they exist) or the nearest comparable market.
- c) Repeat of Major Violations, possession of weapons or firearms on 'Ōlelo premises and/or any violence toward another Client, guest, 'Ōlelo staff member or other person on 'Ōlelo premises or on a production location will result in long term or permanent suspension from all rights to use 'Ōlelo Resources. Reinstatement of privileges in such extreme cases will be at 'Ōlelo's discretion.

2) Minor Violations

- a) A Minor Violation will result in the following actions:
 - (1) Verbal warning for the first Minor Violation, 'Ōlelo staff to document incident in the Client file;
 - (2) Written warning for the second Minor Violation; and
 - (3) Suspension from equipment and facilities for the third Minor Violation.

- b) Minor Violations will be tracked on a two (2) year rolling calendar basis. Consequences are as follows:
 - (1) Three (3) minor violations within the two-year period results in a 30-day suspension;
 - (2) Four (4) minor violations within the two-year period results in a 60-day suspension;
 - (3) Five (5) minor violations within the two-year period results in a 6-month suspension; and
 - (4) Any Client with five (5) or more minor violations may be required to obtain re-certification prior to reinstatement.
 - (5) Six (6) or more minor violations within a two-year period constitutes a major violation and results in a one year suspension.
 - (6) 'Ōlelo staff will file a written report on all Major and Minor Violations including any suspensions.
- 3) At 'Ōlelo's sole discretion, suspensions may include any combination of the following:
 - a) Losing the right to check out Resources;
 - b) Losing the right to use Resources at 'Ōlelo facilities; and/or
 - c) Losing the right to submit programs for distribution
- 4) Appeals Process
Clients may appeal the violation or suspension as outlined below:
 - a) Any dispute between 'Ōlelo and a Client may be appealed to the Chief Executive Officer or his/her designee.
 - b) Appeals must be in writing and be received within two (2) weeks after notification of 'Ōlelo's decision.
 - c) Written appeals should include the following:
 - (a) A brief description of the dispute;
 - (b) Citations to relevant operating procedures; and
 - (c) The relief requested.
- 5) Arbitration
If a Client disagrees with any of the foregoing 'Ōlelo actions or decisions, the dispute shall be referred to binding arbitration in accordance with Part XIII - DISPUTE RESOLUTION BY BINDING ARBITRATION below.

PART XIII – DISPUTE RESOLUTION BY BINDING ARBITRATION

- A. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration, and administered by the Dispute Prevention and Resolution (**DPR**). Costs of the arbitration shall be shared equally by the Client and 'Ōlelo, paid in advance. Each party will be liable for his/her/its own costs, including legal fees.
- B. Any client seeking arbitration pursuant to this agreement will pursue such arbitration on an individual basis and not as a plaintiff or class member in any purported class or representative proceeding. There will be no right or authority for any claims to be arbitrated on a class action or representative basis pursuant to this agreement.

PART XIV – GENERAL TERMS AND CONDITIONS

- A. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Hawaii without regard to conflicts of law provisions.

- B. Entire Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof.
- C. No Assignment. You may not assign your rights or delegate any of your duties under this Agreement. Any attempted assignment or delegation without 'Ōlelo's express written consent will be void.
- D. Severability. If one or more provisions of this Agreement will be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired thereby and, will remain in full force and effect as if such invalid or unenforceable term had never been included.
- E. Relationship of Parties. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.
- F. Waiver. You agree that if 'Ōlelo does not exercise or enforce any legal right or remedy which is contained in the Agreement (or which 'Ōlelo has the benefit of under any applicable law), this will not be taken to be a formal waiver of 'Ōlelo's rights and that those rights or remedies will still be available to 'Ōlelo.
- G. Survival. Part V, Section D.4, Part VI, Section A.6, Part VI, Section B, Part IX, Section A.3, Part XI, Section A.2, Part XIII and Part XIV shall survive the termination of this Agreement.
- H. Force Majeure. 'Ōlelo will not be liable for delays, damages or failures in performance because of causes beyond its reasonable control, including, but not limited to, acts of a government in its sovereign capacity, acts of war, terrorism, acts of a public enemy, fires, earthquakes, acts of God, labor disputes, strikes, work slow-downs or other labor-related activity.
- I. Headings. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
- J. Electronic Communications. You consent to receive notices, documents, disclosures and other communications from 'Ōlelo (**Communications**) in an electronic format to the contact email address on file, and agree that the Communications provided to you by 'Ōlelo electronically satisfy any legal requirement that such communications would satisfy if they were in a writing. Your consent to receive Communications from 'Ōlelo electronically to your contact email address on file and 'Ōlelo's agreement to do so applies to all of your transactions and interactions with 'Ōlelo. If you do not want to consent to receive Communications from 'Ōlelo electronically or if you withdraw such consent, then you must stop using the 'Ōlelo services and facilities. The withdrawal of your consent will not affect the legal validity and enforceability of any obligations or any electronic Communications provided or business transacted between 'Ōlelo and you prior to the time you withdraw your consent.

APPENDIX I: PORTABLE ELECTRONIC FIELD PRODUCTION SYSTEM USE POLICIES

General

The Portable Electronic Field Production (EFP) System is a portable multi-camera video acquisition production unit designed to shoot on location. It serves as an alternative to the Production Van. All equipment is pre-wired and mounted into travel cases for safe transport and easy set up in the field.

To become certified in the Portable EFP System, clients must complete the appropriate 'Ōlelo training class and show competency. Prospective Portable EFP System students should have some video production knowledge or experience. Certification in 'Ōlelo's Production Class or Equivalency tests will satisfy this requirement.

1. Portable EFP Equipment

Portable EFP Systems consist of an integrated switcher, audio mixer, character generator system, plus monitors, file-based recorder(s), intercom system and up to four cameras.

2. Site Survey

Prior to approval of a Portable EFP System Proposal a producer must complete a site survey to gather information such as:

- a. physical layout
- b. lighting requirements
- c. power availability
- d. audio conditions
- e. crew required for production
- f. any special production requirements
- g. directions to the location and parking information

This information must be submitted to media center staff no later than 10-working days prior to the production (one month's notice is preferred).

Upon completion of the client site survey, a staff member may conduct a follow up site survey with the producer to ensure the location is safe and suitable for a Portable EFP System production. Portable EFP System Proposals will not be approved until 'Ōlelo staff has agreed that the proposed location is safe and suitable.

3. Electronic Field Production System Request Approval and Paperwork

Producers must meet the following requirements before a Portable EFP System request will be approved:

- a. Notification - A Traveling Video Agreement is required for all Portable EFP System requests. Requests may be made up to 3 months in advance or as far as the Production Proposal Agreement is valid; **minimum** of 10 days' notice is required.
- b. Crew – Producers have until five days prior to the checkout period to submit the names of the certified Portable EFP System clients.
- c. Permit/Release - All appropriate permits, releases and permission. All releases must be submitted to 'Ōlelo five working days prior to the event.
- d. Insurance - Some sites require insurance coverage. Be sure to inquire about this early in the planning process; 'Ōlelo does not provide insurance coverage for client productions.
- e. AC Power - At least one 15 amp AC power outlets must be available for power at the location of the production.

4. Portable EFP System Reservations

- a. Portable EFP System reservations are for a 24-hour period or until the media center re-opens for business.
- b. Reservations lasting longer than 24-hours must obtain authorization from an authorized media center staff member before the reservation is made.
- c. Producers are allocated one Portable EFP System reservation every other month. If the Portable EFP System remains un-booked 14 days or less prior to a requested date, a Producer may request an additional Portable EFP System reservation.
- d. Clients are allowed back-to-back reservations with reasonable grounds; approval will be determined by the media staff.

5. Portable EFP System Crew

- a. Crew – Portable EFP System shoots require an EFP-certified crew. The following positions need to be covered by **certified** technicians: Technical Director, Audio Technician, CG Operator and Camera Operators (positions may be combined).
- b. A minimum of two Portable EFP System-certified clients are required to crew a Portable EFP System shoot.
- c. 'Ōlelo staff will verify the crews' certifications before checking out equipment.
- d. 'Ōlelo reserves the right to cancel a Portable EFP System reservation if the shoot is not adequately crewed.

APPENDIX II: LARGE STUDIO USE POLICIES

1. General

The studio is available either as an ENG facility (floor only) or as a complete multi-camera package, including up to three cameras, control room and lighting system.

To become Studio-certified, clients must complete 'Ōlelo's Studio training class and show competency. Prospective Studio students should have some video production knowledge or experience. Certification in 'Ōlelo's Production Class or Equivalency tests will satisfy this requirement.

A studio session can be as long as an entire Media Center day of operation, and includes set-up, rehearsal, taping and clean up. Producers are urged to conduct appropriate pre-planning and rehearsals prior to the day of production. 'Ōlelo staff will have the final decision in determining the number of guests permitted in the studio. Producers planning to have a large number of guests should be sure to clear such arrangements in advance. Studio audiences are permissible only with the advance approval of the 'Ōlelo staff. 'Ōlelo staff will check the Studio before and after each studio production to ensure equipment is in operable condition and secure.

There is absolutely no smoking, food or liquids allowed in the studio or control room areas. The only exception is water for talent.

2. Props and Furniture

Some set pieces are available for use, including some furniture, background flats and artificial plants. Should you provide your own props, keep in mind that no space for prop storage is available. A Teleprompter for script reading and a chroma-key background are available for use in the studio.

If special props, furniture, or other accessories are required for a studio production, the producer must get prior approval for deliveries. Temporary storage or use of any special props, furniture, etc., on 'Ōlelo property is at the producer's own risk. 'Ōlelo staff should not be expected to assist in the moving of such items.

It is the producer's responsibility to ensure the studio is cleared and ready for the next user by the end of the reserved studio session.

3. Safety Precautions

- a. All studio crew members are required to wear flat soled, covered shoes
- b. No open flames or combustion of any kind are permitted
- c. A minimum of two people are required in the studio whenever engaged in activities with a reasonable risk of injury
- d. Two people are required to use the ladder and operate the manlift
- e. Only users certified in lighting may use the studio ladder and/or manlift for adjusting lighting and hanging back drops
- f. Only users certified in JLG manlift may operate the manlift
- g. The studio ladder and/or manlift may not be used as an observation seat or camera platform.

- h. Clients must wear protective gloves when adjusting lights
- i. Studio curtains are moved by STAFF ONLY

4. Crew Requirements for Studio Productions

- a. Clients should consult with 'Ōlelo to insure they have sufficient certified crew for their production. In addition to volunteer crew, each non-ENG studio production requires an 'Ōlelo staff member to support technical operations.
- b. A minimum of five, Studio-certified clients are required to crew and operate a Studio shoot, depending on the complexity of the production. Ideally, a studio production would have a crew including the director, technical director, character generator operator, audio technician, VTR operator, floor director, teleprompter operator and 3 camera operators.
- c. 'Ōlelo reserves the right to cancel a Studio reservation if the shoot is not adequately crewed.

5. Live Production Requirements

For live studio productions, if the minimum number of crew is not present at least one hour prior to the scheduled program start time, the 'Ōlelo Studio Engineer may cancel the production.

If live phone call-ins are required, 'Ōlelo staff should be notified prior to the scheduled date of the production on the *Studio Use Agreement* and the Producer must provide at least one additional person to handle the phone calls.

6. Reservations & Required Paper Work

Studio producers are allocated one studio session each month. Producers may reserve studio sessions up to 3 months in advance, or as far in advance as their Production Proposal Agreement is valid. If studio time remains un-booked 14 days or less prior to a requested date, a Producer may request an additional studio session.

The following paper work must be submitted at least 5 working days prior to the requested production date:

- a. A *Studio Use Agreement* completed by the Producer and submitted to the appropriate Community Media Center. The information on this form must include a complete list of crew and any other special requests. If on the day of production there are different crew members than listed on the *Studio Use Agreement*, the reservation may be canceled if these crew members are not certified or if the minimum number of crew members is not met.
- b. Appropriate paper work must be submitted for live studio productions so the Programming department can schedule the live cablecast. If the paperwork is not submitted 5 working days in advance, the studio session may be canceled. See CMC staff for information.
- c. Studio and associated lighting and multi-camera control room systems reservations must be made a minimum of ten working days in advance.
- d. Studio floor-only use has no minimum advanced reservation requirement.

7. Alternative Studio Usage (ENG productions)

The Studio may also be used as an ENG (Electronic News Gathering, or single-camera) production location. When used as an ENG location, the Producer and crew do not need to be studio certified.

An ENG shoot in the studio may use only the room. Use of studio lighting, Teleprompter, or any other equipment requiring a studio certified technician will not be permitted unless the production is scheduled as a studio session, which would be subject to Studio Requirements. An 'Ōlelo Studio Engineer will not be on duty for ENG productions.

APPENDIX III: EFP VAN USE POLICIES

General.

The Electronic Field Production van (“Van”) is equipped with 3 cameras, switcher, recorders, monitors, audio mixer and graphics system. A Van shoot can be 8 consecutive hours, and includes set-up, rehearsal, production and clean up. Producers are urged to conduct appropriate pre-planning and rehearsals prior to the day of production.

To become EFP-certified in the Production Van, clients must complete ‘Ōlelo’s Production Van training class and show competency. Prospective Van students should have some video production knowledge or experience. Certification in ‘Ōlelo’s Production Class or Equivalency tests will satisfy this requirement.

1. Van Equipment

The Production Van consists of the following equipment: monitors, switcher, audio mixer, character generator (CG), file-based recorder(s), instant replay system, intercom system and four cameras.

2. Site Survey

Prior to approval of a Van shoot proposal a producer must complete a site survey to gather information such as:

- a. physical layout
- b. lighting requirements
- c. power availability
- d. audio conditions
- e. crew required for production
- f. any special production requirements
- g. directions to the location and parking information

This information must be submitted to media center staff no later than 10-working days prior to the production (one month’s notice is preferred).

Upon completion of the client site survey, a staff member may conduct a follow up site survey with the producer to ensure the location is safe and suitable for a Van production. Van shoot proposals will not be approved until ‘Ōlelo staff has agreed that the proposed location is safe and suitable for a production.

3. Van Request Approval and Paperwork

Producers must meet the following requirements before a Van shoot request will be approved:

- a. Notification - A Traveling Video Agreement is required for all Van shoot requests. Requests may be made up to 3 months in advance or as far as the Production Proposal Agreement is valid; **minimum** of 10 days’ notice is required.
- b. Crew - The crew list must be submitted at least 10 days prior to the event.
- c. Permit/Release - All appropriate permits, releases and permission. All releases must be submitted to ‘Ōlelo five working days prior to the event.
- d. Insurance - Some sites require insurance coverage. Be sure to inquire about this early in the planning process; ‘Ōlelo does not provide insurance coverage for client productions.

4. Van Operating Rules

- a. An ‘Ōlelo staff member is required to drive Van and will oversee all technical aspects of the production.
- b. The Van can only travel to the location along paved roadways; it will not be permitted into hazardous

areas. This determination will be made as part of ‘Ōlelo’s site survey.

- c. Only ‘Ōlelo staff are permitted in the Van during travel.
- d. The Van is not allowed to remain on location overnight.
- e. No food, drinks or smoking will be permitted in the Van.
- f. A maximum of 5 crew members may be inside the Van at any time. All Van users will be required to wear flat soled, covered shoes.

5. Van Reservations

- a. Van shoot reservations are for a period of 8 consecutive hours, and includes set-up, rehearsal, production and clean up. Producers are urged to conduct appropriate pre-planning and rehearsals prior to the day of production.
- b. Overtime - Producers will be charged for staff time beyond 8 hours at the following rates:
 - i. Approved overtime: \$26/hour after 8-hours
 - ii. Unapproved overtime: \$40/hour after 8-hours
- c. Producers are allocated one Van reservation every other month. If the Van remains un-booked 14 days or less prior to a requested date, a Producer may request an additional Van reservation.
- d. Clients are allowed back-to-back reservations with reasonable grounds; approval will be determined by the CMS staff.

6. Van Crew

- a. A minimum of five Van-certified clients is required to crew a Van shoot.
- b. Positions to be covered are Director, Technical Director, Audio Technician, CG Operator and Camera Operators, Floor Director. Depending on the complexity of the event and production, assignments may be combined or more crew may be necessary.
- c. Producers must provide a crew list (names of the certified Van clients).
- d. Producers have until ten days prior to the check-out period to submit the names of the certified Van clients. ‘Ōlelo staff will verify the crew’s certifications before checking out equipment.
- e. ‘Ōlelo reserves the right to cancel a Van reservation at any time if the shoot is not adequately crewed.

APPENDIX IV: MINI-STUDIO USE POLICIES

General.

“Mini-Studio” refers to both a *resource* and a *service*. Each ‘Ōlelo Community Media Center has a Mini-Studio, which accommodates up to three (or four, depending on the location) people. A Mini-Studio reservation is generally for two consecutive hours, including set-up, rehearsal, production, and clean up. Producers are urged to conduct appropriate pre-planning and rehearsals prior to the day of production to ensure efficient use of their reservation time.

1. Mini-Studio Service

- a. “Mini-Studio Service” refers to utilizing ‘Ōlelo staff as technicians for a Mini-Studio reservation. Mini-Studio Services may be offered only on specific days at specific times, depending on the CMC.
- b. Programs are recorded live to disc, with no editing or post-production, and submitted immediately for airing.
- c. Producers must attend an orientation session to acquaint themselves with ‘Ōlelo policies pertaining to Programs in general and Mini-Studios in particular.
- d. Community organizations and individuals can use the Mini-Studio service free of charge once per calendar year.
- e. Additional Mini-Studio services may be purchased for \$50 each (per two-hour session).
- f. One Advanced Reservation per month per project is allowed (system-wide, not per location).
- g. Non-Advanced Reservations are available no more than 7 days in advance, pending availability.

2. Mini-Studio Resource

- a. Use of the Mini Studio Resource is free.
- b. Producers can organize their own crews (paid or volunteers).
- c. Mini-Studio crews generally consist of one or two technicians. Technicians must be Mini-Studio certified to use the specific equipment at the CMC(s) at which they plan to be a technician

- d. There is no prerequisite for Mini-Studio certification.
- e. One Advanced Reservation per month per project is allowed (system-wide, not per location).
- f. Non-Advanced Reservations are available no more than 7 days in advance, pending availability.

2. Cancellation Policy

Clients should give a minimum of 48 hours or two CMC business days’ notice, whichever is greater, when canceling or changing Mini-Studio reservations. Failure to do so may result in the loss of privileges to make advance reservations for the Mini Studio.

3. Mini-Studio Equipment

The Mini-Studio consists of the following equipment: monitors, switcher, audio mixer, character generator (CG), file-based recorder(s), lights, microphones and remote-controlled cameras.

4. Pre-Production

Producers should plan their guests (if any), set, graphics and music requirements in advance of their session. If ‘Ōlelo staff are crewing the Mini-Studio session, inform them of any special requirements so they can prepare in advance. Due to limited space, large groups or bulky items may not be accommodated.

Mini-Studio Crew

- a. A Mini-Studio crew can be just one person, depending on their proficiency.
- b. Complicated sessions or inexperienced technicians may require a second person to ensure a smooth production.
- c. Proficiency as a Mini Studio Technician and or whether or not additional crew is necessary will be determined by an ‘Ōlelo CMC staff member. Additional training may be necessary.

APPENDIX V: LOST AND FOUND POLICY FOR ABANDONED OR UNCLAIMED PROPERTY

Purpose:

The purpose of this policy is to provide procedures for handling "Lost Property" or "Abandoned Property" that may have been left by employees, clients/producers, volunteers, and visitors to 'Ōlelo and any of its community media centers.

1. In this policy, "Lost Property" means any unattended, abandoned, misplaced, or forgotten personal item(s) including but not limited to bags, tapes, hard drives, phones, computers and other electronic equipment, and other personal property found within/inside the premises/boundaries of 'Ōlelo's facilities including any of its community media centers, and including vehicles, facilities, and common areas.
 - a. "Lost Property" does not include property that is unclaimed or abandoned according to the State of Hawaii Unclaimed Property Program (Chapter 523A, HRS), such as unclaimed or uncashed paychecks, stock certificates, contents of safe deposit boxes.
2. "Abandoned Property" is Lost Property in the possession of 'Ōlelo for which no one has claimed ownership for more than thirty (30) calendar days.
3. Depending on the nature of the item(s), Lost Property may be immediately turned over to proper state or federal authorities.
4. Disclaimer: 'Ōlelo strongly discourages employees, clients/producers, volunteers, and visitors from bringing or storing personal valuables on 'Ōlelo property. 'Ōlelo does not assume any responsibility for loss or damage to personal property brought to or stored on and/or within 'Ōlelo's facilities.
5. Process:
 - a. Lost Property will be kept in the "Lost and Found" Area located within the Community Media Center and accessed by authorized personnel only.
 - b. Clients/producers, volunteers, and visitors may inquire with Olelo staff about Lost Property during the regular business hours of operation.
 - c. Item(s) of Lost Property will be returned upon acceptable identification of the item(s).
 - d. All items will be recorded in a Lost and Found register, which includes the date found, location found, name of person who found the item, item description and date of disposition.
 - e. Lost Property will be held by 'Ōlelo for a maximum of 30 calendar days. In 'Ōlelo's sole discretion, it may dispose of Abandoned Property by discarding or donating the property, or 'Ōlelo may elect to publish a notice of abandoned property in a newspaper of general circulation

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Page 13:
Appendix I: All references to "*Feather Pack*"
replaced with "*Portable Electronic Field
Production System*"
Appendix I (General, second paragraph)
Appendix I (1)
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