



Policies and Procedures
Chicago Access Network Television

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CHICAGO ACCESS CORPORATION

MISSION STATEMENT

Chicago Access Corporation offers Chicagoans a diversity of television viewing choices and the opportunity to exercise their First Amendment right of freedom of speech by providing technical training, equipment, facilities and programming opportunities on Chicago's public access cable television channels. Chicago Access Corporation promotes and develops maximum public awareness of, use of and involvement in cable television for cultural, educational, health, social service, civic, community and other nonprofit purposes.

GOALS

The goals of Chicago Access Corporation are:

- * to make available the broadest opportunities for free expression utilizing cable television;
- * to promote community awareness and public understanding of the opportunities and benefits of cable access utilization;
- * to encourage programming by, about and for all segments of the city, thereby fostering communication and dialogue among Chicago's diverse peoples, communities, institutions and organizations;
- * to provide training, equipment, facilities and technical assistance on a nondiscriminatory basis for nonprofit and noncommercial purposes;
- * to program the access channels in ways which generate broad-based and specific interest;
- * to assure community involvement and diversity of participation in all organizational activities; and
- * to develop a constituency willing to support the mission and financial viability of the organization.

Chicago Access Corporation (CAC) administers the use of public access channels, which comprise Chicago Access Network Television (CAN TV).

I. ELIGIBILITY

A. To Submit Programming to Channels 19, 21 and 36

1. Programming must be submitted by an individual or organization with a Chicago street address who shall be referred to hereafter as a "user."
2. The user must be at least 18 years of age.

B. To Use Production Facilities and Equipment and Register for Training

1. An individual user must:
 - a. have a City of Chicago street mailing address; or
 - b. be a staff member or authorized representative of a nonprofit organization or institution that has a City of Chicago street address.
2. To be eligible for CAN TV training and certification, a user must be at least 18 years of age. Exceptions can be made for a minor at least 13 years of age, enrolled by a responsible adult who takes the same training or has already successfully completed the certification process. The adult must assume supervisory, legal and financial responsibility for the minor, be present during all phases of participation and must co-sign all applications and agreements.

C. To Participate on HOTLINE, FYI and CAN-CALL TV42

HOTLINE, FYI and CAN-CALL TV42 are available for use by authorized representatives of Chicago organizations, agencies or institutions with current nonprofit status for nonprofit purposes, provided they are CAN TV Organizational Members and have a Chicago street address.

D. Proving Eligibility

1. An individual user must submit proof of residency and age.
2. A user representing a nonprofit organization or institution will be responsible for submitting:
 - a. proof of the nonprofit's Chicago street address and local phone number; and
 - b. proof of nonprofit status.

3. Verification documents must be up to date and on file at CAN TV to retain eligibility.

II. PROGRAM SUBMISSION AND SCHEDULING

A. Scheduling Guidelines

1. Channel time will be made available on a reasonable, nondiscriminatory basis. CAN TV may impose reasonable limitations to facilitate:
 - a. representative diversity of programming
 - b. fair and equitable access by local residents and nonprofit organizations
 - c. overall composition and flow
 - d. building viewership with a viable program schedule
 - e. scheduling flexibility with regard to series, live programs, special events and time-sensitive programming
2. CAN TV will schedule programming in a manner to ensure access to the channels for all local residents and nonprofit organizations and to avoid the monopolization of channel time by users, hosts, guests, or organizations.

B. Tape Submission

1. In order to request channel time, the user must submit a completed Channel Time User Agreement with or prior to submission of the program. This form needs to be completed only once unless updating is warranted. CAN TV will schedule programs for cablecast as follows:
 - a. All programs will be scheduled according to scheduling priorities established in Section II., and any cablecast date(s) beyond the first play will be determined by CAN TV, based on availability of channel time.
2. Scheduling priorities for cablecast on CAN TV channels are as follows:
 - a. Programs produced within the city limits have first priority.
 - b. Programs produced within the Chicago Standard Metropolitan Area limited to Illinois are second priority.

- c. Within each of those categories, the following will be taken into consideration as scheduling priorities:
 - 1. timely programs
 - 2. users making their initial requests
 - 3. new locally produced programs
- d. On CAN TV19, 21, 27, 36 and 42, a minimum of 90% of scheduled time will be reserved for local programming.
- e. CAN TV reserves the right to schedule local or non-local programming that is of relevance to the community.
- 3. All scheduling decisions made by CAN TV are final.
- 4. Pre-recorded programs containing telephone or "call-in" segments must indicate that the program was pre-recorded so that viewers do not call the listed phone number.
- 5. Once a tape is approved for cablecast, no additional editing or other changes can be made to the tape.
- 6. Submit only copies of your program to CAN TV. Do not submit your original master to CAN TV. CAN TV is not responsible for erasure, damage to or loss of videotapes.
- 7. CAN TV maintains a policy of openness and therefore will disclose the names of users. CAN TV will not reveal confidential information such as addresses and phone numbers without authorization of the user. Upon express written request of a user, CAN TV will make a reasonable effort, to the extent allowed by law, not to reveal his/her name. However, CAN TV is not liable for any unauthorized release of users' names, addresses or phone numbers.

C. Tape Storage and Retrieval

- 1. Users are responsible for retrieving tapes following cablecast according to the following:
 - a. It is the responsibility of the user to monitor the number of tapes submitted and stored in the CAN TV library on his/her behalf. No more than 10 tapes at a time will be retained for each user. Any tapes in excess of the maximum of 10 will be recycled or discarded at the discretion of CAN TV.

- b. If the program is produced using CAN TV tape stock, the tape will be erased and recycled 30 days after the last cablecast date. CAN TV may elect to retain the tape in the library for future cablecast.
 - c. If the program is produced using tape stock owned by the user, the user is responsible for retrieving the tape within 30 days after the last cablecast date or by the deadline specified on the notification of retrieval. After this time, the tape will be recycled or discarded at the discretion of CAN TV.
 - d. The user must give a Traffic Coordinator at least 48 hours notice before picking up a master tape(s) to assure that the tape(s) will be ready.
2. Tapes that are incorrectly submitted shall remain in the library until the user finishes the submission or for a maximum of 2 months. After this time, they will be recycled or discarded at the discretion of CAN TV.

D. Single Programs (Non-series)

Scheduling is subject to the availability of time slots. A Program Scheduling Request Form and the videotape must be submitted no later than the 10th of the month prior to the month of cablecast. If a program is submitted after the 10th of the month or if there is no time available, programs will be scheduled in subsequent months. Notification of cablecast dates will be given via telephone or mail.

E. Series Programs

- 1. A series is defined as the presentation of programs by a user of a consistent program length on a uniform cablecast schedule for a specified period of time on a designated channel. The opportunity to present a series of programs on CAN TV is a privilege. To the extent dictated by channel time or other resources, the following policies shall apply to series:
 - a. A user and/or organization will have only 1 series cablecast at a time.
 - b. The host(s) of a series can only appear on one series at a time.
 - c. Series which are or have played on broadcast or cable channels in Chicago will not be accepted for cablecast as a series.
 - d. Series produced outside the Chicago Standard Metropolitan Statistical Area limited to Illinois will not be accepted for cablecast as a series.

- e. CAN TV reserves the right to determine channel placement for series programming.

2. **Applying for a Series**

The series application process is used to demonstrate to CAN TV that the user can commit to submitting programs on a regular basis, meet technical requirements and adhere to the rules in the CAN TV Access Users Manual. Re-run, re-submitted and re-edited programs will not be counted toward this goal.

The following procedures outline the application process for mini-series and long-term series. (see Section G for HOTLINE 21):

- a. All tapes must be new, original programs.
- b. All tapes must pass technical check and be the correct length.
- c. A series can be approved for a weekly or biweekly format. A weekly series consists of a new episode per week. Each episode will air once, and depending on the airdate will result in 4 or 5 new episodes per month. For a bi-weekly series each episode will air twice resulting in 2 or 3 new episodes per month. The user must commit to either a weekly or bi-weekly schedule.
- d. A violation(s) of CAN TV policies that results in a warning may result in the cancellation of the users series application.
- e. The user applying for a series may be put on a waiting list until a time slot can be made available. A user may not be on a waiting list for another series while they have a series.

f. **Mini-Series**

To apply for a mini-series the user (individual or representative for an organization) must:

- 1. speak to a traffic coordinator and complete a mini-series application form;
- 2. decide the number of episodes that will be produced. The minimum is 3 episodes and the maximum is 8 episodes.
- 3. complete all tapes before the series will start. Users have a maximum of 12 months to complete the application process.

4. There must be a minimum 2-month time period between one user's mini-series before being granted another series.

g. **Long-Term Bi-weekly Series**

To apply for a bi-weekly series the user (individual or representative for an organization) must:

1. speak to a traffic coordinator and complete a series proposal form. Once this is approved the series request will be placed on the waiting list.
2. When channel time becomes available the user will be notified that they can begin the 3-month application period where:
 - a. Over a 3 consecutive month period submit a total of 7 tapes at the following or an equivalent rate:

1st month – 2 programs

2nd month – 3 programs

3rd month – 2 programs
3. attend a meeting to review the series application based on production efficiency, adherence to CAN TV policies and procedures and available time slots.

h. **Long-Term Weekly Series**

To apply for a weekly series the user (individual or representative for an organization) must:

1. speak to a traffic coordinator and complete a series proposal form. Once this is approved the series request will be placed on the waiting list.
2. when channel time becomes available the user will be notified that they can begin the 3-month application period where:
 - a. over a 3 consecutive month period submit a total of 13 tapes at the following or an equivalent rate:

1st month – 4 programs

2nd month – 5 programs

3rd month – 4 programs

3. attend a meeting to review the series application based on production efficiency, adherence to CAN TV policies and procedures and available time slots.

3. Maintaining the Long-Term Series Privilege

To maintain the series privilege:

- a. the user must supply CAN TV with each completed new program for a series at least 2 weeks prior to the week of cablecast. A completed and signed Program Scheduling Request Form must accompany each program submitted. Re-editing of previously aired material will not count toward this requirement, (except as noted below in section II.E.3.b.).
- b. A weekly or bi-weekly series may only use re-run, re-submitted or re-edited programs for a maximum of 4 weeks (4 airdates) within a calendar year.
- c. If a user misses 3 installments within a consecutive 6-month period, the series will be cancelled. A “miss” is defined as:
 1. No tape and/or no communication with the traffic coordinators by the submission deadline.
 2. A tape does not pass technical check by the submission deadline and there is no option to run a different tape.
 3. Re-runs, re-submissions or re-edits in excess of the yearly allotment (see section II. E. 3. b.).
- d. From the date of submission to the traffic department, all series programs must be scheduled by the user within 3 months.
- e. CAN TV staff will annually evaluate the series status to determine if the series agreement will continue according to:

1. the ability of the user to deliver new, original programs and communicate with Traffic in a timely and consistent manner;
 2. other requests for channel space, production time or post-production time to be utilized for the series;
 3. consistent adherence to CAN TV's technical and playback requirements regarding tape set up, labeling and technical standards;
 4. consistent adherence to CAN TV rules and policies including, but not limited to the program content rules; and
 5. CAN TV's commitment to maintain a representative diversity of programming on the access program channels.
- f. The user can cancel the series agreement at any time with at least 2 weeks notification to the traffic department.
- g. First-time series receive scheduling priority over an individual's or organization's second-time of being approved for a series. If no time slot is available, CAN TV will determine which series slot can be opened based on CAN TV's scheduling guidelines (Section II.) and the track record of a current series producer.
- h. A time slot for a series is not guaranteed. CAN TV will give users 30 days notice should any scheduling changes be necessary.
- i. Users who have had a series on CAN TV channels in the past will have a lower priority when re-applying for a series.
1. Users whose series was cancelled by CAN TV cannot re-apply for another series for twelve (12) months.
 2. Users who have a series cancelled twice by CAN TV will no longer be granted a series.
- j. Users granted a series will be limited to producing (and submitting for cablecast) only episodes or promos for that series. New projects unrelated to the series may not be started until the series is completed or cancelled. Only the designated user may produce for the series.

4. CAN TV reserves the right to schedule non-local series programming outside of the parameters outlined in Section II. E.1. (d.) if the following criteria are met:
 - a. adds to the diversity of speech and expression on the channels as outlined in the CAN TV mission statement;
 - b. is sponsored by a Chicago based nonprofit organization;
 - c. provides underwriting or in-kind value as determined by CAN TV based on costs and other contributing factors;
 - d. submits programming via satellite or other transmission method approved by CAN TV; and
 - e. does not exceed the total allotment of time for non-local series of 4% of combined programming hours on CAN TV19, CAN TV21 and CAN TV36.

F. Nonprofit Services

In order to fairly allocate CAN TV limited resources, CAN TV Channels 21, 27 and 42 have been dedicated to the promotion of cultural, educational, health, social, civic, community and other nonprofit organizations, excluding religious and inspirational services and programming. CAN TV reserves the right to decide on which channel nonprofit programming will be cablecast.

G. HOTLINE Use and Scheduling

Organizations may choose to do a series or individual programs. Fees, training and time slots will coincide with the type of HOTLINE programming that is chosen.

1. **HOTLINE users must:**
 - a. complete HOTLINE training and be certified;
 - b. submit a completed Channel Time User Agreement form and Statement of Compliance; and
 - c. submit a letter of request.

2. **HOTLINE Scheduling**

a. **Series**

1. A weekly series will be scheduled quarterly, excluding CAN TV business holidays.
2. If a user fails to produce any 2 installments of a series, the series will be cancelled, and the user will not be granted a series time in the future without the permission of the department director.
3. Only certified HOTLINE user will be allowed to function as host or telephone technician.
4. Individuals may represent only one HOTLINE organization. Including hosting and/or telephone technician duties.
5. Users will not be eligible to appear in or produce other programming while working on a HOTLINE series that is in progress. They will only be able to serve as crew in other areas in which they are certified or enroll in additional CAN TV training sessions.

b. **Individual Hotline Programs**

Organizations may rent the HOTLINE studio for any number of individual programs provided such rentals do not conflict with CAN TV scheduling and series policies (Section II; Section E. 3 & 4). A user with past policy violations will require permission from the department director in order to rent the HOTLINE studio. Rentals will be scheduled in available HOTLINE time slots as determined by CAN TV staff.

c. Users can reapply for HOTLINE use based on an evaluation process that includes:

1. the ability of the user to deliver the programs in a timely and consistent manner, meet all requirements, and adhere to the rules in the Access Users Manual;
2. other requests for channel time that is utilized in conducting the series; and
3. maintaining a representative diversity of HOTLINE programming.

d. Scheduling Priorities

1. New groups who have never used the services are first priority.
2. Returning groups will be prioritized based upon dates of last use and with the least frequency of use in the last 12 months. Those with the most recent use and/or the more frequent use will receive the lower scheduling priority taking into consideration the Scheduling Guidelines as outlined in (Section II.A.1.a-e).
3. In the event that the returning groups have the same date of last use and the same frequency of use, priority will be assigned to the group who has placed their request first provided they meet the requirements designated in item (Sections G.2.c.1, G.2.d.4.) and the Scheduling Guidelines.
4. No scheduling application will be accepted from a returning group until all past invoices are paid in full.

3. HOTLINE Studio

A. Preparation

1. Each HOTLINE production will require a team of two certified HOTLINE users: 1 person to host the production the other to perform phone technician duties.
2. The HOTLINE production team must arrive at least 30 minutes before the scheduled time period or other programming may be cablecast.

B. General Rules for HOTLINE Studio Use

1. Each HOTLINE program will be either 25 or 55 minutes in length and will begin either on the hour or the half-hour.
2. HOTLINE users must complete the HOTLINE log-book to track program activity as part of each production.
3. No beverages, food or smoking are permitted in the HOTLINE studio at any time.
4. HOTLINE users must vacate the studio immediately upon the completion of the program.

5. HOTLINE users must leave the studio in a clean and orderly condition.
6. HOTLINE users must accept and cablecast telephone calls as part of their HOTLINE programs.

H. Scheduling FYI on CAN TV27

1. FYI users must submit a completed Channel Time User Agreement.
2. FYI users must attend a workshop. The FYI user who has completed the workshop may then submit a story for the channel.
3. Stories should be no more than 200 words.
4. Stories run for 1 month, once a year. Priority in creating new stories goes always to first-time contributors.
5. Stories may be rerun in subsequent months at the discretion of CAN TV. Organizations will be contacted for approval prior to any recablecast of a story.
6. FYI users, artists or writers may purchase VHS or DVD copies of their stories. This material may be used for any lawful, nonprofit purpose.
7. Stories may be updated at the request of the nonprofit provided they are current CAN TV Organizational Members.

I. Scheduling and Use on CAN-CALL TV42

1. CAN-CALL TV42 users must submit a completed Channel Time User Agreement.
3. Users may e-mail their message to www.cancall@cantv.org. Message submission forms are also available at CAN TV or by calling (312) 738-1400. Completed forms may be faxed directly to (312) 226-5463, mailed or dropped off to CAN TV, 322 South Green Street, Chicago, IL 60607-3502.
3. Messages with completed submission information must be received no later than 1 week prior to the desired play date.
4. Messages will be shown for a minimum of 1 to 4 weeks, or as determined by CAN TV. Announcements must include a start and stop date.

5. Messages should not exceed the limit specified on the submission form. CAN TV staff reserves editing rights.
6. Messages may not include prices or solicit donations but may state, *"For more information, call _____."*
7. Messages may not use the CAN TV logo, phone number or address and may not use the words "CAC," "Chicago Access Corporation," "Chicago Access Network" or "CAN TV," unless approved by the department director.
8. CAN TV reserves the right to limit the number of simultaneous messages posted by any organization.

III. PROGRAM OWNERSHIP

- A. Users submitting programs shall retain full responsibility for, rights to and ownership of their program content, subject to the policy statements set forth below:
 1. The user is responsible for securing any copyright, trademark rights or other intellectual property rights.
 2. Programs produced with CAN TV equipment and facilities must be for cablecast and premiere on CAN TV channels.
 3. Programs produced with CAN TV equipment and facilities must be for noncommercial purposes.
 4. If CAN TV equipment and facilities are used for commercial or private purposes or other violations of this program ownership section occur, users forfeit the right to program ownership and CAN TV may confiscate those programs.
- B. CAN TV may retain copies of master tapes of programs produced with CAN TV facilities and equipment for subsequent use.
 1. CAN TV will not duplicate or distribute tapes from its library for any commercial purposes.
 2. CAN TV may use any program submitted for cablecast to promote the access channels in Chicago and the concept of public access regionally and nationally, unless the user prohibits such use in writing on the Program Scheduling Request Form.
 3. CAN TV will not release a copy of a program cablecast on a CAN TV channel to a third party without the express written request or permission of

the user except as in subparagraph 2 above or when required by a lawful authority.

IV. PROGRAM CONTENT

- A. CAN TV provides a community service by administering public access channels for programs submitted by individuals and nonprofit organizations in Chicago. CAN TV does not discriminate against any such users; however, once a tape is submitted to CAN TV users are legally responsible for program content and must follow the policies set forth below. CAN TV cannot assume responsibility for the content of any programs or information cablecast.
- B. In accordance with federal, state and local law, your program may not include the following material:
1. Gambling
Your program may not promote or conduct any lottery, raffle, contest or game involving prizes awarded in whole or in part by lot or chance.
 2. Obscenity
Your program may not contain material which is obscene. Federal law states that to be obscene, material must meet a three pronged test:
 - a. the average person, applying contemporary community standards, would find that the work, taken as a whole, appeals to the prurient interest;
 - b. the work depicts or describes, in a patently offensive way, sexual conduct specifically defined by the applicable state law; and
 - c. the work, taken as a whole, lacks serious literary, artistic, political, or scientific value.

Furthermore, your program may not contain material which violates Illinois law (Section 720 ILCS 5/11-20) or the Chicago Cable Communications Ordinance (Section 4-280-260 D.1).
 3. Solicitation
Your program may not solicit funds.
 4. Advertising
Your program may not promote the sale of products or services, including prices, or promote or endorse a trade or business.

5. Products or Services

Your program may not discuss or show products or services made available by persons, corporations or institutions which have a commercial interest in the subject of the program.

6. Commercial Identification

Your program may not identify, promote or make reference to any business, product, service, intellectual property, trademark or brand name in any manner which does not further the noncommercial message of your program or which would jeopardize the noncommercial mandate of CAN TV, except as provided in Section V. This includes, but is not limited to, the names of businesses and addresses, well as general locations, telephone numbers, e-mail and WEB page addresses for any business, product, service, intellectual property, trademark or brand name.

7. Misrepresentation

Your program may not contain any material which is intended to defraud the viewer or designed to obtain money by false or fraudulent pretenses, representations or promises.

8. Illegalities

Your program may not contain any material which constitutes libel, slander, defamation, invasion of privacy or publicity rights, unfair competition, or violation of trademark or copyright or which may otherwise violate any local, state or Federal law.

- C. A user must obtain in writing and keep records of all necessary approvals, clearances, licenses, etc., for the use of any program material to be cablecast. This includes, but is not limited to, approvals by broadcast stations, networks, sponsors, music licensing organizations, copyright owners, performers' representatives, and all persons featured in the program material and any other approvals that may be necessary to transmit the program via CAN TV.

The CAN TV logo is the property of CAN TV and may not be used in any manner. Use of CAN TV's name, address, phone number, e-mail, web site, web link or other information requires prior approval from the department director.

D. **Program Content Guidelines for Nonprofit Organizations**

Nonprofit organizations must follow the content rules in Section IV. The following exceptions are allowed once valid proof of their current nonprofit status has been provided to CAN TV.

- a. A NPO may promote services and events directly related to their mission, though prices may not be mentioned or shown on air.

- b. A NPO can include the name, address, telephone number, e-mail address, and WEB page address of the organization.

V. PROGRAM UNDERWRITING

The underwriting of public access programs to defray costs is permitted on CAN TV channels provided that such underwriting does not constitute commercial use. Commercial content is not permitted in any underwriting spot.

Guidelines:

- A. Commercial content, includes the following (from Section IV.B. 4., 5. & 6. repeated below) and is not permitted:

Advertising

Your program may not promote the sale of products or services, including prices, or promote or endorse a trade or business.

Products or Services

Your program may not discuss or show products or services made available by persons, corporations or institutions which have a commercial interest in the subject of the program.

Commercial Identification

Your program may not identify, promote or make reference to any business, product, service, intellectual property, trademark or brand name in any manner which does not further the noncommercial message of your program or which would jeopardize the noncommercial mandate of CAN TV, except as provided in Section V. This includes, but is not limited to, the names of businesses and addresses, well as general locations, telephone numbers, e-mail and WEB page addresses for any business, product, service, intellectual property, trademark or brand name.

- B. CAN TV must approve your identification format before the cablecast, unless it is exactly like the following:

This program has been made possible (in part) (by a grant from/by support from) the (sponsor's full name).

- C. The general location, community area or neighborhood locale of an underwriter may be given, but specific addresses are prohibited.
- D. Corporate logos of underwriters with no accompanying slogan are permitted either at the beginning or end of the program as a part of the underwriting acknowledgement (see section F. below).

- E. The identification of phone numbers, e-mail and WEB page addresses of commercial underwriters is not permitted. Users, however may list a non-commercial information number with the words, *"For more information call..."*
- F. Underwriting acknowledgments may be spoken, written or be a voice over the written information. An acknowledgement is limited to 10 seconds. An acknowledgment may only appear once within a program, either at the beginning or end of the program and must comply with (Section IV.B.3.,4., 5. & 6.).
- G. Any mention of prices is not permitted.
- H. The picturing of a commercial establishment underwriting a program is not permitted.
- I. A person or business appearing in or featured in the program may not be an underwriter for that program.

VI. PROGRAM TECHNICAL AND PLAYBACK REQUIREMENTS

- A. CAN TV staff will check tapes prior to scheduling to evaluate technical parameters such as audio/video levels, color, hue, saturation, audio clarity, audio sync, dropouts, noise, skew, tracking fluctuations, digital artifacts, frozen images, etc. The tape cassette must also be in good working order.
 - 1. CAN TV may refuse to schedule any videotape failing to meet technical standards for cablecast. If your tape is technically unacceptable, CAN TV will work with you to consider means of correcting your program.
 - 2. A certified user may be denied access to equipment use for other projects until the corrected tape has been submitted.
 - 3. Tapes refused for cablecast must be retrieved within 30 days of notification for correction. If not retrieved within that time, or if a self-stamped, self-addressed mailer has not been provided, CAN TV may erase and recycle or discard these materials.
- B. All programs must be accurately timed and labeled. Liquid paper or any substance that can flake off is not permitted on the tape cassette, labels or case.
 - 1. Do not put any labels on the top of the tape cassettes.
 - 2. If you own the tape stock, write your name on the light colored part of the tape cassette with permanent marker.

3. On the spine label, write the title, subtitle or episode number and attach it to the tape.
 4. On the paper insert or a label on the tape case, write:
 - a. user's name
 - b. program title
 - c. subtitle or episode number
 - d. total running length to the nearest second
- C. Tapes must be prepared for CAN TV's multi-channel, automated playback system for proper queuing and cablecast.
1. Each tape must have an unbroken time code (consecutive electronic reference numbers on the tape) from the very beginning of the tape to the end of the black video after your program. The time code numbers must always increase in value.
 2. Before the beginning of program video and audio, the leader must be 1 minute of black video with contiguous time code.
 3. The program must be followed by at least 30 seconds of black video with continuous time code.
 4. Programs should be 59:00 minutes or less unless approved in advance by a Traffic Coordinator.
 5. No more than 1 program may be placed on any videotape except;
 - a. that multiple promos or public service announcements (PSAs) may be submitted on 1 tape called a multi-cut tape.
 1. On a multi-cut tape a maximum of 3 promos or PSAs may be submitted.
 2. Each user may have a maximum of 3 multi-cut tapes in the library.
 3. Multi-cut tapes must have continuous time code, and include 30 seconds of black between each promo or PSA.
- E. All tapes must be submitted on a digital video (DV) format videocassette (see VI. E. 1&2). Always make a safety copy of your program before submitting it for

cablecast. To guarantee compatibility with CAN TV equipment, it is highly recommended that you use only Sony tape stock and equipment.

1. **When producing at CAN TV:**

- a. It is highly recommended that users master their program on DVCam (large cassette only). DVCam tapes are available for loan for any length program. NOTE: When borrowing a CAN TV tape, make a copy of your program before submitting it to Traffic. The tape will be recycled after the cablecast date.
- b. At CAN TV, DVC PRO may be used as a source tape only. CAN TV decks will not record on DVC PRO or DVC PRO 50 tapes.

2. **When producing outside of CAN TV:**

- a. Submit tapes on DVCAM (large cassette only). (NOTE: DVC PRO and DVC PRO 50 tapes can not be accepted for cablecast.)
- b. Do not submit programs recorded in "long play" (LP).

F. Programs must be self-contained so that minimal handling is required during cablecast. False starts and retakes must be erased.

- 1. Station IDs used to identify broadcast or cable systems other than CAN TV channels and/or program content disclaimers referencing broadcast or cable systems other than CAN TV must be removed. CAN TV may adjust the length of your program to prevent the segment from airing if the user has not removed them.

VII. CERTIFICATION

A. What is Certification?

- 1. Certification by CAN TV acknowledges that a user is eligible to use CAN TV production equipment and facilities and other available resources.
- 2. CAN TV will not guarantee the expertise or commitment of any certified user to any other user or potential user. Productions will be the sole responsibility of those users who voluntarily agree to participate.
- 3. Other than for authorized CAN TV training, or unless authorized in advance by CAN TV, at no time is a non-certified user allowed to operate CAN TV production equipment and facilities.

B. How Can I be Certified?

1. Certification is attained by successfully completing CAN TV training or a written examination demonstrating experience and proficiency.
2. Proficiency examinations will be offered to individuals who have video production experience and desire to become certified access users without undergoing basic hands-on training at CAN TV. If not already a certified user, he/she also must have attended orientation prior to the requested examination date.
 - a. Written examinations are taken in silence and are "closed-book" testing opportunities, where use of study guides, books, notes or other informational material is prohibited.
 - b. A user may have two opportunities to pass an examination in any certification area within a six-month period.
 - c. A user passing an examination must attend a new producers workshop to become acquainted with CAN TV policies and procedures. They must also attend a practice session in the area(s) of certification, before using CAN TV equipment.
3. The user must sign a Statement of Compliance acknowledging his/her responsibility for the equipment or facility.
4. Certified users who have not used the facility for an extended period of time may have to attend a new producers workshop, practice sessions or retake a course.

C. What Types of Equipment and Facility Certification are Available?

1. Types of equipment and facility certification include:
 - a. Basic Portable Production
 - b. Basic Studio Production
 - c. Portable Video Operations Module (PVOM)
 - d. Editing

D. What are the Levels and Privileges of Certification?

1. A certified access user has successfully completed CAN TV training or the proficiency examination process. He/she is eligible to:

- a. submit program proposals
 - b. apply for reservations for production equipment and facilities
 - c. use CAN TV videotape stock for programs.
 - d. operate CAN TV production equipment and facilities in the areas that they are certified in
 - e. enroll in additional CAN TV training sessions
2. A user residing outside the City of Chicago, representing a Chicago nonprofit acknowledged by CAN TV, as provided in Section I, has restricted privileges. He/she may participate only in those production activities, training programs and other CAN TV programs authorized by and for the nonprofit.
 3. A user may possess certification in more than 1 area simultaneously. Certification privileges may not be extended from 1 area to another.

VIII. TRAINING

A. Purpose and Prerequisites

1. The purpose of taking video production training is to become eligible to use and proficient at using CAN TV production equipment and facilities to produce noncommercial programming for cablecast on Chicago's public access channels.
2. Training will be available on a reasonable, nondiscriminatory basis to any eligible person who will be placed on the waiting list for training when he/she has attended orientation and submitted appropriate registration materials. The training fee must be paid in advance to secure a place in class.
3. A user may be limited to 1 waiting list at a time.
4. Decisions made by CAN TV regarding the scheduling of training sessions and participants are final.

B. Scholarships

Scholarships are granted to individuals based on family size and total annual household income. No more than one scholarship will be granted to an applicant. Proof of annual household income must accompany the scholarship application.

Decisions made by CAN TV regarding scholarship applications are final unless there is a significant change in your total annual household income.

C. Training Expectations

1. A user who fails to pay the balance of their class fee one week prior to the start of class will forfeit both their registration fee and their place in the class.
2. Participation in each training program will be confirmed by CAN TV.
 - a. Cancellation of all or part of a training program may occur under circumstances beyond the reasonable control of CAN TV. Under such circumstances, CAN TV will attempt to reschedule training.
 - b. In order to obtain a full or partial refund of the training fee, a user must cancel no later than 1 week before the first class. Any other refund will be available only if proof, satisfactory to CAN TV, of extraordinary circumstances or hardship is established. Such proof must be submitted no later than 1 week after the date of request for a refund.
 - c. A user designated as a backup will be notified only if a slot becomes available prior to the start of the class. If the class fee(s) have not been paid, the fee(s) will be due no later than the first day of the class.
3. Training sessions are closed to observation.
4. It is expected that a trainee will complete all training sessions in the proper order.
 - a. A trainee who misses part or all of a training session may be deemed by CAN TV to have resigned from the balance of the training program and will forfeit the training fee. Exceptions will be made only in cases of emergency or extreme hardship. A service fee may be charged for a makeup session where applicable.
 - b. A trainee is required to be present, on time and remain for the duration of all scheduled class sessions.
 - c. Instructional materials or practice sessions assigned as "homework" may be required.

- d. A trainee who is unprepared or disruptive may be asked to leave the class and will forfeit the balance of training in the program.
 - e. A trainee is expected to complete training in 1 area and use the skills by serving as a crew member or producing a program before registering for training in another area.
- 5. A trainee is expected to master the knowledge and skills necessary to produce a program using CAN TV equipment and facilities.
 - 6. A trainee who does not demonstrate the necessary knowledge and skills may be required to repeat training.
 - 7. CAN TV may cablecast programs produced during training.

IX. GENERAL RULES FOR FACILITIES, EQUIPMENT AND TAPE USE

A. Conduct and Behavior

- 1. It is expected that all participating individuals will conduct themselves in a responsible and lawful manner at all times and will not interfere with the orderly conduct of CAN TV activities, facilities or programs. People who violate these guidelines may be asked to leave the premises and may be subject to penalties (see Section XI). Minors under the age of 18 must be under the supervision of a responsible adult at all times while on the premises.
- 2. The certified access user is responsible for an orderly work environment, including the conduct and behavior of crew members, talent, guests and other related personnel recruited to assist in a production session on or off CAN TV premises.
- 3. Certified access users are expected to help monitor use of equipment and facilities and to report neglect, abuse or theft by other users or guests to CAN TV staff on duty or to the department director. The identification of those persons disclosing such information to CAN TV will be kept confidential to the extent supported by law.
- 4. No person will be permitted access to the premises who appears to be under the influence of alcohol or drugs or not in control of his/her faculties or who behaves in a disruptive or unlawful manner.
- 5. All participating individuals must not enter any areas that are not reserved to them.

B. Facility Operations and Upkeep

1. No live ammunition, incendiary displays, open flames, smoke or heat producing devices, functioning firearms, other weapons or illegal substances are permitted on the premises.
2. No alcoholic beverages are permitted on the premises unless approved in advance by CAN TV management.
3. No animals are permitted on the premises without approval from CAN TV management.
4. Users and guests are not allowed in offices, conference rooms or technical areas without CAN TV staff permission.
5. For reasons related to maximizing security and proper air conditioning, doors to building exits, technical areas and meeting spaces must remain closed when not in use. Doors must not be propped open.
6. Users and guests may not sell goods or services on CAN TV premises or distribute materials without staff approval. Soliciting for contributions and petitioning are not permitted.
7. No signage or other materials, on walls, doors or windows is permitted without staff approval. No materials may be affixed to any surface in a manner which could blemish or permanently alter the original condition and appearance of the surface.
8. Information about CAN TV services and access-related activities will be placed on bulletin boards throughout the facility. Any CAN TV programming-related information submitted by a user must be approved by a Production Services coordinator prior to posting on the Producers Network bulletin board in the basement.
9. While in CAN TV facilities, users and guests will be paged only for emergency telephone calls. Calls can be made from a designated pay phone in the lower level commons.
10. CAN TV office supplies and office equipment are not available for public use.
11. Viewer response solicited by mail, e-mail and/or telephone and any other correspondence should be addressed to the user's residence, post office box or e-mail address rather than to CAN TV. CAN TV is not responsible for forwarding incoming mail or messages addressed to users.

12. CAN TV does not retain full-time janitorial service. Users must see that the equipment and facilities are left in a clean, orderly condition following use. Chairs, tables and other furnishings must be returned to their designated storage areas and positions, including stacked items.
13. Users and guests must not alter the wiring or set-up of the equipment within the facility, including monitors wired for cable television reception, without permission and supervision of CAN TV staff. Any changes made must be restored to the original condition following use.
14. CAN TV is not responsible for personal property left on the premises.
15. If CAN TV facilities are determined by staff to be technically unfit for program production, or when the weather is sufficiently severe to close the facility, CAN TV staff shall notify users on the premises and shall attempt to notify any other users affected. Users who lose their time will be offered the next available time.
16. Loitering is not permitted.
17. No smoking is permitted in the facility.
18. Eating or drinking in restricted and technical areas is prohibited.
19. Users and guests must vacate facilities on time.

C. Equipment and Facility Use

1. In exchange for any equipment or facilities use, the user is required to complete the proposed program for cablecast.

2. **Prerequisites**

Certified users who request the use of CAN TV equipment and facilities must:

- a. possess valid CAN TV certification for the equipment or facilities requested;
- b. have paid an annual certified membership user fee (Participation in HOTLINE, FYI or CAN-CALL TV42 requires an annual nonprofit membership fee rather than a user fee);
- c. submit a preproduction plan for review;

- d. take responsibility for the safety, proper use and care of the equipment or facility assigned to his/her care, custody and control;
- e. accept financial responsibility for any damage to equipment or facilities beyond normal wear or tear, or any loss or theft of equipment assigned to his/her use, including any applicable insurance deductible;
- f. purchase insurance currently is required for portable and PVOM equipment to cover the user's entire time of use and care, custody and control of borrowed equipment (Time of use beyond CAN TV's business hours, including holidays, is included);
- g. facilitate the tracking of certified user participation and CAN TV resource utilization by completing and/or submitting any relevant paperwork including, but not limited to:
 - 1) a crew roster following each production session whenever more than one certified user has participated
 - 2) a project tracking card denoting CAN TV equipment/facility/tape use along with a Program Scheduling Request Form at the time the program is submitted for cablecast; and
- h. be able to demonstrate proficiency with the equipment or facilities requested.
- i. CAN TV is not responsible for any agreements between access users and/or any other parties.

3. **Limitations**

- a. CAN TV equipment and facilities may be used only by CAN TV certified access users with valid eligibility and who are up-to-date with fulfillment of any and all other obligations to CAN TV.
- c. A user will not be permitted to check out additional equipment under his or her name or under any other users name, until the original check out is completed and the equipment returned.
- c. The private or commercial use of CAN TV production equipment and facilities is prohibited.

- d. No person or organization may conduct training using CAN TV equipment, facilities or resources without prior approval in writing from the Executive Director of CAN TV or other designated management.
- e. No one, except CAN TV, may use access equipment, facilities or channels for fundraising purposes.
- f. Users may not falsely represent themselves as employees or agents of CAN TV or represent CAN TV facilities or equipment as their property.
- g. Although CAN TV will endeavor to maintain its equipment and facilities for optimum usage, CAN TV is not responsible for any delay or postponement resulting from technical failure. In such instances, CAN TV will attempt to provide alternate equipment as soon as possible.
- h. Users working on an approved project or series as part of a team may share planning, organizing, directing and other tasks in order to complete the project in a timely manner. However, the team must designate 1 certified access user for the duration of the project or series with final responsibility and accountability for equipment and facilities use, program submission, tape handling and purchases. This certified access user must be identified to CAN TV. No agreements arranged between the team members will be permitted to impair, supersede or transcend the conditions of agreement regarding programming, certification or equipment and facilities use between the users and CAN TV.
- i. Cross utilization of equipment, facilities and services is restricted based on availability.
- j. A temporary hold will be placed on production and/or submission privileges if a user has an excess of tapes in the library, waiting to be cablecast. For single program submitters and bi-weekly series the limit is 6. For weekly series the limit is 8.
- k. It is in the best interests of CAN TV and all access users that CAN TV equipment and facilities are handled with care. Access to equipment or facilities may be denied to a user who fails to demonstrate proficiency. In such instances, the user may:
 - 1) have a proficient user operate the equipment or facilities
 - 2) transfer the project to a proficient user

- 3) attend a practice session

4. **Priorities**

Training workshops shall have priority over user projects, particularly when equipment is out of service for repair or replacement.

5. **Request Procedure for Projects**

- a. Requests for equipment or facility use to initiate a project are made in the form of a written preproduction plan, which is submitted to a Production Services Coordinator (or Training Coordinator when applicable) by the user, in person during posted hours or by mail or fax.
- b. First-time users may submit plans up to 45 days in advance of the desired date of equipment or facility use. Other users may submit plans up to 30 days in advance. All users must allow processing time of 48 hours from the time of submitting each plan.
 1. Subsequent requests for equipment or facility use on the same project must be made to a Production Services coordinator by telephone or in person during posted hours.
- c. A user may not request equipment or facilities for more than 1 program at a time unless approved by an Production Services coordinator or unless they are a series producer.

6. **Reservations for Equipment/Facilities**

- a. A reservation is made when the user confirms his/her requested equipment/facility use by telephone or in person during posted hours with a Production Services coordinator who matches the request with an open date and available equipment. All reservations will be honored in sequence of receipt or according to priorities specified above.
- b. The user is expected to be on time for all reservations.
- c. A reservation for equipment or a facility is not transferable. Exceptions may be approved in an emergency when the substitute user is a certified, eligible CAN TV user working on the same project.

- d. A reservation may be cancelled in 1 of 3 ways:
 - 1. by the user up to 24 hours in advance by contacting the Production Services department directly. Messages left on the answering machine or with the receptionist do not satisfy this responsibility. The user is responsible for informing crew and talent;
 - 2. by CAN TV for reason of priority usage or equipment failure;
 - 3. or by CAN TV for policy or procedural violations by the user.

7. Portable Equipment/PVOM Checkout Procedure

- a. The operating condition of portable equipment and the PVOM will be determined at checkout. The user must set up and operate the equipment in the presence of authorized CAN TV personnel. Any defects, missing parts and damages must be noted on the checkout form by the user. The user should allow at least ½ hour for portable and 1 hour for PVOM checkout.
- b. The user and CAN TV representative must sign a checkout form verifying the type, quantity and condition of the equipment to be used.
- c. The equipment will not be allowed to leave CAN TV premises until the checkout procedure is completed or if proficiency is not demonstrated by the user.
- d. The user is expected to be on time for their checkout reservation.

8. Portable Equipment/PVOM Checkin Procedure

- a. The operating condition of portable equipment and the PVOM will be determined at checkin. The user must set up and operate the equipment in the presence of authorized CAN TV personnel. Any defects, missing parts and damages beyond those verified during the checkout procedure will be noted and recorded by CAN TV staff. The user should allow 1/2 hour for portable and 1 hour-for PVOM check in.
- b. The user is expected to be on time for their checkin reservation.

- c. The user and a CAN TV representative must sign off on the type, quantity and condition of the equipment used upon their return to CAN TV.
- d. The user must complete and submit a crew roster whenever more than 1 certified access user participates in the production session.

D. Tape Use

1. General Rules

- a. A user may check tapes out of the CAN TV library for screening or dubbing on the premises. Users must return all tapes checked out of cablecasting or production services the same day. Tapes in the CAN TV library may not leave the premises without permission from a Traffic Coordinator.
- b. Users are responsible for pre-screening any tape stock issued by CAN TV to determine suitability for use.
- c. Tapes will be released only to the user of record, unless other arrangements have been made by the user of record in advance and in writing with the Traffic Coordinator.
- d. Users are responsible for seeing that CAN TV tapes are kept in their assigned storage cases at all times.
- e. Dubbing of footage on CAN TV premises is restricted to specified dubbing rooms/areas.

2. Prerequisites for Use of CAN TV Tape Stock

Certified users who request the use of CAN TV tape stock must:

- a. possess valid CAN TV certification;
- b. have paid an annual equipment user fee;
- c. take responsibility for the proper use and care of the tape stock assigned to his/her care, custody and control; and
- d. accept financial responsibility for any damage to tape stock beyond normal wear or tear, or any loss or theft of tape stock assigned to his/her care, custody and control.

3. CAN TV Tape Use

- a. One 60 minute CAN TV owned DVCAM tape stock will be issued for any 1 project. A limit of 1 replacement tape will be issued by CAN TV for any project. CAN TV tape stock will be issued solely on availability. CAN TV is not responsible for any action resulting from the lack of available stock.
- b. Users can borrow CAN TV tapes from the premises for up to 7 days with approval from a Traffic Coordinator. Tapes must be returned on time or a \$5 per day per tape late fee will be assessed.
- c. CAN TV reserves the right to substitute or replace any tape scheduled for cablecast which is not returned by the borrower on time.
- d. The access user producing with CAN TV equipment can make 1 free copy of the program tape at CAN TV. The dub should be made before the tape is submitted to cablecasting (See Section X.H. – Screening/Dubbing Tape).
- e. The user producing at CAN TV using CAN TV tape stock can purchase 1 or more VHS, DVCAM or MiniDV copy(s) of the user's program tape.

E. Completion of Projects

1. Project Activation

A project is deemed "active" with the initial equipment or facility reservation for the program proposed for cablecast through an approved preproduction plan. All unused scheduled equipment and/or facility reservations will be deactivated upon submission of the project's related tape to cablecasting.

2. Timelines

Among the measures of success for CAN TV are productivity and efficiency in use of CAN TV production equipment and facilities. New programming submitted regularly promotes active use of CAN TV channels and enhances the variety of programming for viewers to enjoy and benefit from. The establishment of timelines also helps to maximize the availability of production resources for a growing user constituency.

- a. All projects should be submitted for cablecast within 3 months of initial equipment use;
- b. After 1 year, CAN TV may recycle or discard any incomplete tapes left in the library as a works-in-progress, or with a technical problem.

3. **Project Deactivation**

Project deactivation is strongly discouraged due to the substantial loss of resources invested by all parties involved.

- a. Users who desire to deactivate projects should inform Production Services staff as soon as possible. Staff will assist the user in considering all reasonable means of salvaging the project.
- b. Users are responsible for providing reasons and proof satisfactory to CAN TV of the circumstances warranting project deactivation. The department director must approve all deactivation of projects.
- c. Deactivation may result in the user being fined for the equipment, facilities and/or other CAN TV related resources used for the lost project.

X. SPECIFIC RULES FOR EQUIPMENT AND FACILITIES USE

A. Overall Requirement for Equipment Use

All equipment and facility use must be to create programming for cablecast on CAN TV channels.

B. Production Studio

A studio facility is used to record a complete program or segments, which are to be used in completing a proposed program.

1. Studio Scheduling

- a. A user may schedule 1 studio session at a time for a program production. This includes series producers. A studio session consists of up to 3 hours of consecutive time and includes set up, rehearsal, taping and cleanup. Scheduling of any unused remaining time must be done through Production Services. Additional time may be scheduled in unusual circumstances, depending upon availability. users are urged to conduct preplanning off premises.

- b. Each studio program should be planned for no more than 1 taping session.
- c. No more than 2 studio sessions per user may be scheduled during a 30-day period.
- d. Users are expected to complete and submit a program for each studio project before requesting time for a new studio project.
- e. The producer must be present for the entire reserved studio time.
- f. Requests for back-to-back studio use must be made at the initial reservation. The first studio producer will be held responsible for all equipment liabilities, charges and penalties. All equipment to be used by both parties must be specified at the initial checkout.

2. **Studio Operational Rules**

- a. No beverages, food or smoking are permitted in the studio or control room areas at any time. Any exception for the studio, such as non-alcoholic drinks or food for program purposes, must be cleared in advance by a Production Services coordinator.
- b. During striking, all equipment, facilities and other furnishings must be returned to their standby conditions.
- c. Production Services must be notified in advance of plans for your taping which may affect the operations of the facility or other users; such as: an audience, many guests, bands, large or complicated sets or lighting, a security detail accompanying participants of a show, etc.

3. **Live Production Scheduling and Procedures**

- a. Programs will be scheduled in time slots available for the cablecast of live programming.
- b. If your program is a religious/spiritual program you must notify Production Services at the time of your request to insure it will play on the corresponding channel.
- c. Production Services will call the users to confirm scheduling status no later than 28 days prior to the date of live production.

- d. Requests to make reservations for live programs, by non-series users, will be made by calling anytime during normal Production Services business hours 35-31 days prior to the requested day for a live slot. Series producers must make their request no less than 2 weeks in advance, if a studio slot is available that coincides with their series slot.
- e. **Live Scheduling Priorities**
 - 1. No user is eligible to produce a live show until they have successfully completed at least 1 taped studio show.
 - 2. Users are limited to 2 active requests at any time.
 - 3. User requests will be prioritized based upon the frequency and recency of use by a host in the last 6 months; the frequency and recency of live shows that the producer has done in the last 6 months; the degree of timeliness and the necessity of a live format.
 - 4. In the event that the above criteria are equal, scheduling decisions will be based upon the Scheduling Guidelines as outlined in (II.A.1.a-e).
 - 5. All scheduling decisions made by CAN TV are final.
- f) Non-live studio reservations may not be changed to a live reservation.
- g) If a user cancels any reservation, that slot will no longer be available for live scheduling for any user. It will be available for taped programming only.
- h) A series user cannot book a live show in a time slot other than the regularly scheduled series cablecast time.
- i) Live call-in programs must display the recording date every time the phone number is displayed or mentioned to minimize confusion for viewers.
- j) A back-up program selected by a Traffic or Cablecasting coordinator will be cablecast if, in the opinion of the Production Services coordinator on duty, the live program is not ready 15 minutes before the scheduled cablecast time. No live program will be allowed to run overtime.

- k) If a user violates the Program Content Rules during a live cablecast they may lose their live privileges.

C. Portable Equipment

Portable production equipment is used to record videotape footage, which will be used to complete a program for cablecast or to incorporate footage that will enhance the effectiveness of a program. Portable equipment is used when flexibility is needed to tape a local activity or event on-location.

1. Portable Equipment Scheduling

- a. Only 1 session per user will be scheduled per week (7-day period).
- b. Only 1 portapak unit will be assigned for use per session.
- c. Only 2 sessions per user will be scheduled at any time.
- d. No more than 2 portapak uses are allowed, per project.
- d. Users must buy an insurance policy to cover the time period during which the equipment is being checked out.

2. Loan Time

- a. Short term use is up to 24 hours.
 - 1) Short term or one-day checkouts are the only use available on Fridays and Saturdays.
- b. Long term use is up to 48 hours.
 - 1) Long term or two-day checkout means checking out for 2 consecutive shooting dates, is available Sunday through Thursday.
 - 2) No long term checkout is available on Fridays and Saturdays.
 - 3) Equipment checked out between 9 a.m. and 2 p.m. on Sundays can be returned Monday after 2:30p.

D. Portable Video Operations Module (PVOM)

The PVOM is a portable, multi-camera studio which permits on-site production.

1. **PVOM Scheduling**

- a. Shooting for each program should be limited to 1 session. Only 2 sessions per user will be scheduled per month.
- b. Only 1 session per user will be scheduled at any time.
- c. Users must buy an insurance policy to cover the time period during which the equipment is being checked out.

2. **Loan Time**

- a. Only short-term checkouts (maximum of 24 hours) are available for the PVOM.
- b. Equipment checked out between 9 a.m. and 2 p.m. on Sundays can be returned on Monday after 2:30 p.m.

E. Editing Suite

Editing time is used to emerge from a session with footage which is partly or completely edited into the program proposed for cablecast. Any equipment use, such as archiving or compositing, that does not move a program toward cablecast is prohibited. Waivers may be granted to permit compilation of tapes for festival or competition entries.

1. **Preparation**

Before a user requests editing time, CAN TV expects that he/she will have thoroughly screened and logged tape footage, developed an edit plan and assembled or requested any other necessary materials or equipment.

2. **Edit Suite Scheduling**

- a. Each editing session is scheduled for a minimum of 1/2 hour in duration.
- b. Based upon the type of equipment used, a user is allowed the following maximum amount of edit room time to complete a program:
 - 1. up to 12 hours for editing or portable productions.
 - 2. up to 8 hours for PVOM productions.

3. up to 4 hours for studio productions or a combination of portable and studio production.
- c. As available and necessary, additional time may be scheduled with an approved exemption request. Unused edit time does not transfer from one project to another, or from one user to another.
- d. All tapes must be properly boxed and shelved and the edit suite must be cleaned up and ready for the next editor or for facility closing by the end of the scheduled edit session. Edit sessions are scheduled back to back and the termination time assigned to each session is also the start time of the next session or facility closing time.

F. Character Generation Composition

Character generator composition time is used to become proficient with CAN TV's character generators, or to prepare titles and credits for a pending studio or non-linear editing session. Users must bring their own Flash Drive for storage of their text. A character generation composition session of up to 3 hours may be reserved with a maximum of 3 sessions per week.

G. Teleprompter Composition

Teleprompter composition time is available for users to become proficient on CAN TV's teleprompter or to enter or edit script copy for a pending studio project at CAN TV. Users must bring their own 3½" double-sided, high-density floppy disks for storage of their text. A teleprompter composition session of up to 3 hours may be reserved with a maximum of 3 sessions per week.

H. Screening, Dubbing and Blacking of tapes

1. Tape Duplication

Make a safety copy of your completed program. Only submit the safety copy of your program to CAN TV. Do not submit your original master to CAN TV. Programs submitted to cablecasting may not be retrievable until after the program has completed its air date(s).

- a. Users must furnish their own tape stock.
- b. Users must operate the equipment and monitor their recordings. CAN TV is not responsible for dubbing interruptions, damage to tapes or poor-quality recordings.

- c. Only a single copy of a master tape is permitted. The time allotted for the dub session will be based upon length of the program(s) being dubbed.
- d. Users must check in at Production before using the dub station. No other user may dub a user's tapes unless arrangements have been made in writing and submitted to a Production Services Coordinator in advance.
- e. If dubs are not completed due to equipment malfunction, it is the user's responsibility to inform the Production Services staff. A makeup session may then be scheduled upon staff approval.

2. **Screening and dubbing stations are used for:**

- a. Pre-production screening, logging of footage and screening of completed programs before submitting them for cablecasting.
- b. Dubbing from one format to another. Speak with Production Services with format questions.

3. **Scheduling**

- a. All the screening and dubbing stations in the lower level area are available on a first-come, first-serve basis.
- b. The dubbing stations on the 1st floor must be scheduled through Production Services, during the department's normal hours of operation.
- c. No screening or dubbing facility may be scheduled or used for more than 2 hours a day. This may be flexible, depending on availability.

I. Conference Rooms and Lower Level Commons

The conference rooms may be used to conduct a meeting or a portable production session related to a user's project. Rental for extended use or other purposes may be available.

1. **Conference Rooms and Lower Level Commons Scheduling**
 - a. Users may have a maximum of two conference room reservations per project. Use is limited to 3 hours per week per user, 1 room at a time, and 1 reservation at a time, during hours that Production Services is open, subject to availability.
 - b. A request for use of the small or large conference room should be submitted in advance of the date requested and approved by a Production Services Coordinator. The lower level common area and training room in the basement area cannot be reserved by users.
 - c. Conference rooms may be reserved for activities related to programs for CAN TV only. CAN TV facilities including conference rooms, lower level common areas, etc. can not be used as a meeting place for other business, organizational or personal events.
 - d. Studio users with large audience or talent participation must reserve the large conference room to accompany the shoot.
2. No auditions or rehearsals, loud music or singing, dancing, bands, exercising, set construction, etc. are allowed in the conference rooms.
 - a. Users must limit the sound level to that of normal conversation since most meeting areas adjoin business offices.
 - b. Any activity which may damage the rooms, furniture or equipment is not permitted.
3. Maximum occupancy of the small conference room is 10 people and 50 people for the large conference room. Large groups (20 or more) are not allowed unless approved ahead of time by Production Services and may require that the user provide chaperones and/or security personnel.
4. Use of conference rooms for portable production may be restricted depending upon the type and extent of production involved. The small conference room, lower level common area and training room are not available for portable productions.
5. The lower level commons is primarily a reception area. Use of this space must not interrupt the flow of public traffic or interfere with the orderly conduct of CAN TV activities, facilities or programs in any manner.

J. Garage Use and Storage

1. Garage Uses:

- a. unloading or loading a user's sets/props that are too large for the Production Services entrance. The producer is required to be in the garage during all loading and unloading.
- b. loading or unloading borrowed CAN TV PVOM equipment.
- c. storage of sets/props by series producers as assigned.

2. Storage

- a. Minimal storage space may be available. Only certified users with active series projects may request free storage. Only 1 set per series will be stored in the garage or storage room at a time.
- b. Sets and props must be stored and completely fitted into the area designated for the user. Nothing should be left in the studio, prop room or the garage areas.
- c. CAN TV assumes no responsibility for sets or props left in the prop room or garage. To store sets/props:
 1. Users must make sure all sets/props are clearly marked with series and user's name.
 2. Small or delicate sets/props must be boxed or otherwise protected.
 3. If a set is not used for 60 days or more, the user forfeits his/her storage space to the next person on the waiting list.
 4. After the series is completed, or the set has not been used for 60 days, users must remove their property within 1 week. All sets/props left in the garage for more than 1 month after completion of a series will become community property and available for all users or dismantled and discarded at the discretion of CAN TV.
 5. Non-series sets will not be allowed to remain on CAN TV premises past their scheduled use date. CAN TV reserves the right to utilize, dismantle or discard any non-series sets/props found in the facility at any time other than the scheduled studio production time.

- d. Sets must be returned to the same designated areas as found.
- e. Switches, panel boxes, doorways, and walkways must remain unblocked at all times.

XI. PENALTIES

A. Conduct and Behavior

- 1. Any violations of the Conduct and Behavior rules will result in immediate removal from the facility and suspension of use privileges until the Operations Director reviews the incident. The Operations Director will then determine the penalty warranted by the violation, which may range from a warning to a suspension.

B. Equipment and Facilities

- 1. Users who cancel a reservation within 24 hours before the scheduled date without reason satisfactory to CAN TV will be issued a written warning. A second occurrence within 6 months may result in forfeiture of use privileges for 2 months, effective the day after the violation. Users who fail to notify CAN TV in advance of a cancellation will forfeit that usage.
- 2. Users who fail to notify CAN TV in advance of a cancellation will forfeit use privileges for 2 months, effective the day after the violation.
- 3. Users who are late to a session must call no later than one half hour into the scheduled session to retain use of the time or the session will be made available to the first eligible user who requests the time. Excessive tardiness will result in a written warning, and could result in suspension of use privileges.
- 4. Users who fail to vacate studio, editing or other facilities at the end of their reserved time, or at close of CAN TV, will be issued a written warning. A second violation within 6 months will result in a 2-month suspension of use privileges, effective the day after the violation. A fine may also be levied.
- 5. Users who fail to return equipment on time for their reservation may be fined \$20 for each whole or part hour of tardiness during posted check in/out hours. A second violation within 6 months may result in a 2-month suspension of use privileges.
- 6. Users who leave the facility unclean and disorderly, following use, will be fined \$15 per half-hour for any cleanup required of staff.

7. Failure to provide CAN TV with a program that can be aired, (does not meet technical standards, violates content rules or cannot be aired for other reasons) may result in the user being fined for the equipment, facilities and/or other CAN TV related resources used for the lost project.

C. Loss, Theft of or Damage to Equipment/Facilities;

1. If any CAN TV production equipment is damaged beyond normal wear and tear, lost, stolen or inoperable, or if any CAN TV facility is damaged beyond normal wear and tear, as determined by CAN TV, a written assessment of the cost of repair or replacement including labor and administrative expenses will be forwarded to the user of record held accountable for the damages, for prompt payment to CAN TV.
2. CAN TV may reserve the right to suspend user privileges until payment is made. In the event the user fails to meet the terms of repayment, the case may be submitted to CAN TV legal counsel for resolution.

D. Insufficient Funds

There will be a processing fee, equivalent to whichever is greater--a minimum of \$10 or 10% of the dollar amount stipulated on any check written to CAN TV that is not honored.

E. Suspension

Violations of these policies and procedures will subject users and submitters to all applicable local, state and Federal laws and may result in penalties, such as fines, including the suspension or revocation of access privileges.

Suspension means that, effective the date of notification, the user may not schedule, checkout or operate CAN TV production equipment or facilities or handle CAN TV videotapes or enroll in CAN TV training classes.

1. Suspended users/submitters can submit programs for cablecast, but will be banned from going beyond the reception area on CAN TV premises during the period of suspension. For repeat or severe violations the user/submitter may be banned from the premises completely. In this case they may designate a Chicago resident who is willing to take full responsibility for all content and interactions with CAN TV, to become the program submitter on behalf of the suspended person, and submit the tapes for airing.

2. All active projects will remain active for a maximum of 1 year from initial equipment use, excluding the period of suspension. Any and all active projects undertaken by a suspended user may be transferred to a certified access user in good standing only with approval from the department director. Otherwise, the project may be deactivated by the department director.
3. Unless otherwise stipulated in Section XI, The following offenses against CAN TV policies and procedures may result in immediate suspension of CAN TV equipment, facilities, tape use, or submission privileges and loss of series privileges. Repeat or severe offenses may result in permanent revocation of privileges.
 - a. making false or misleading statements to CAN TV staff and on any CAN TV document or tampering with a CAN TV certification card;
 - b. use of CAN TV equipment or facilities or programs produced at CAN TV for commercial or profit-making purposes, unless approved by CAN TV;
 - c. use of CAN TV equipment or facilities for any purpose not related to the production of programs for cablecast on CAN TV channels, unless approved in advance by CAN TV management;
 - d. removal of CAN TV property from a CAN TV facility without proper sign out and supervision by a CAN TV employee;
 - e. reserving for, checking out for, or permitting use of equipment by noncertified or suspended users;
 - f. repeated or willful disregard for CAN TV policies and procedures;
 - g. false representation by any access user in public or private as an employee or agent of CAN TV;
 - h. withholding information on neglect or abuse of CAN TV equipment or facilities;
 - i. physical, verbal or written abuse or harassment of any CAN TV employee, user or visitor;
 - j. failure to fulfill a financial obligation to CAN TV;
 - k. exchange of CAN TV channel time for money or anything else of value;

- k. smoking on the premises;
- m. use of alcohol and illegal substances; or
- n. theft or vandalism of the property of CAN TV or any CAN TV employee, user or visitor
- o. bringing on the premises any live ammunition, incendiary displays, firearms or other weapons

XII. USER SUGGESTIONS AND COMMENTS ABOUT OPERATIONS AND SERVICE

CAN TV welcomes suggestions and comments from users on matters of operations and service. Users are invited to discuss these matters with appropriate staff. As viewers of community access television, users are urged to notify CAN TV and their cable company whenever programming disruptions occur or other technical difficulties are observed on CAN TV channels.

XIII. COMPLAINT PROCEDURE

An access user with a complaint concerning a CAN TV policy or procedure can follow a formal procedure for filing the complaint. If the appropriate staff cannot satisfactorily answer the access users concern, the first step is to discuss the matter with the department manager. If the matter is not satisfactorily resolved, the access user can then take the following steps:

- A. The access user can request a meeting to discuss the matter with the department director. Within 10 working days, the department director will hold a meeting with any concerned parties. A written response will be sent to the access user within 5 working days from the date of the meeting.
- B. If the decision of the department director is unacceptable to the access user, he/she may appeal to the Executive Director in writing for review of the department director's decision. Within 10 working days following the request, the Executive Director will hold a meeting with any concerned parties. A written response will be sent to the access user within 5 working days from the date of this meeting.
- C. If the decision of the Executive Director is not acceptable to the access user, he/she may appeal to the Executive Committee of the Board of Directors by notifying the Executive Director in writing of the request and reason for the appeal. An Executive Committee meeting will then be scheduled within 30 working days of the notification. The access user making the appeal will be invited to the Executive Committee meeting. The department director and the Executive Director will also

be present at the meeting. The committee's decision will be forwarded to the access user within 10 working days of the meeting. The decision of the Executive Committee will be final.

XIV. EXEMPTIONS AND WAIVERS OF POLICIES AND PROCEDURES

A. Exemptions

Requests for the consideration of exemptions to CAN TV rules and regulations governing the use of production equipment and facilities must be made no later than the time of request for a reservation by submitting a Production Exemption Request form to a Production Services Coordinator

B. Waivers

1. In case of emergency or undue hardship, CAN TV has the right to waive penalties.
2. Any other waivers of CAN TV policies and procedures may only be made with the permission of the Executive Director or authorized designee.

XV. EXHIBITS

- A. Channel Time User Agreement -- Attached**
- B. Statement of Compliance -- Attached**
- C. Program Scheduling Request Form -- Attached**

CHICAGO ACCESS NETWORK TELEVISION (CAN TV)



CHANNEL TIME USER AGREEMENT

A) USER NAME _____ BIRTHDATE _____
(This must be an individual) (month-day-year)

STREET ADDRESS _____ APT./SUITE # _____

CITY _____ STATE _____ ZIP _____

HOME PHONE (____) _____ WORK PHONE (____) _____

E-MAIL _____ WEB-SITE _____

B) I AM AUTHORIZED TO REPRESENT THE FOLLOWING CHICAGO-BASED NONPROFIT ORGANIZATION:

Name of Organization _____

Street Address _____ Chicago, IL Zip _____

Telephone _____ Fax _____

E-Mail _____ Federal 501 (c) _____ State _____

Website _____ (Check and complete NPO status)

C) I authorize the release of the following information to assist viewers and others to obtain information about programs.

(Please check all that apply) _____ Office Telephone _____ Address _____ E-mail _____ Fax _____ Home Telephone _____

Signature _____ Date _____

D) I subscribe to the following cable company: _____ Comcast _____ RCN _____ WOW (WideOpenWest)

I, the undersigned, hereby warrant and represent to CAN TV that regarding any and all program matter submitted by me, to CAN TV for cablecast:

(1) The transmission of the program matter will not: (a) violate any applicable, local, state or federal law, regulation or other requirement; (b) constitute libel, slander or invasion of the privacy of any person; (c) infringe any copyright, or the rights of any holder of any trademark, service mark or trade name; or (d) use CAN TV channels for private or commercial purposes; (e) be inconsistent with policies of CAN TV, as set forth in CAN TV's *Access Users Manual*; a copy of which I have received.

(2) I accept full responsibility for the total content of the program matter submitted for cablecast. I recognize that any review or examination by CAN TV of the program matter submitted by me shall not constitute an approval by CAN TV of such material nor a waiver of any of its rights set forth in this agreement.

(3) I acknowledge that as soon as I learn of a claim or legal action against me or CAN TV regarding such cablecast, I must immediately notify CAN TV of this claim or action and defend all claims or actions to which paragraph #11 of this Agreement applies. Further, I agree to conduct this defense at my own expense and direct my attorney to cooperate with CAN TV. CAN TV shall have the right to participate in this defense and to retain its own attorneys at my expense.

(4) I understand that I must obtain and, upon request, furnish CAN TV with copies of all releases, licenses, parental consent for minors and permissions, if any, which are required in connection with the rights of any holder of copyright or performing talent rights in the programs which I am submitting, and I will be responsible for any licenses and fees owing to any third parties as a result of such programming.

(Continued on reverse side)

- (5) I understand that CAN TV or any cable television system involved in the origination or carriage of CAN TV programming shall have no liability of any kind if there is a failure to carry all or any part of my programs at the specified time.
- (6) I will notify CAN TV in advance if I am submitting any program matter for cablecast which requires special scheduling or the possibility of exclusion from the schedule such as violence, profanity, nudity, depiction of sexual acts or other adult content.
- (7) I acknowledge that I have read thoroughly and understand the contents of CAN TV's *Access User Manual*, particularly that pertaining to programming. I hereby agree to be bound by the terms set forth in this document.
- (8) I am submitting program matter as the party having the full rights to enter into this agreement.
- (9) I understand that CAN TV maintains a policy of openness and therefore will disclose the names of users and submitters. CAN TV will not reveal confidential information such as addresses and phone numbers without authorization of the user. Upon express written request of a user, CAN TV will make a reasonable effort to the extent allowed by law, not to reveal his/her name. However, CAN TV is not liable for any unauthorized release of user's names, addresses or phone numbers.
- (10) No modification, amendment, extension or waiver of this agreement will be binding upon me or CAN TV unless in writing and signed by me and CAN TV.
- (11) I hereby agree to indemnify, protect and hold harmless CAN TV, its officers, directors, employees and agents, and the cable operator upon whose system the program matter is carried, from and against any and all claims, demands, actions, damages, costs, expenses or other liabilities, including but not limited to attorney's fees, for the following: a breach of any of the provisions contained herein; libel, slander, invasion of privacy or infringement of copyright; failure to comply with any applicable law, regulation or other requirement of local, state or federal authorities; unauthorized use of trademark, trade name or service mark; breach of contractual or other obligations owing by me to third parties; and any other injury or damage in law or equity arising or alleged to have arisen as the result of the cablecast of such program matter.
- (12) I understand that, after acceptance by CAN TV, this document is non-transferable.
- (13) I understand that false or misleading information furnished by me constitute grounds for forfeiture of the right to use CAN TV equipment, facilities and services.

Signature

Date

CONSENT OF RESPONSIBLE ADULT FOR MINOR

I am the responsible adult registering the following minor (13-17 years old) for certification, services and facility use at CAN TV:

Name _____

Home Telephone _____ Birthdate _____
(month - day - year)

Signature of Minor _____

I understand that I must take the same training the minor is enrolled in or already have successfully completed the same training certification process. I assume supervisory, legal and financial responsibility for the minor, must be present during all phase of participation, must have secured all releases and permissions and must co-sign all applications and agreements.

I represent that I am the responsible adult for the user who is less than 18 years of age. I have read this agreement and consent to be bound for the terms and conditions on behalf of the user signed above.

Signature of Responsible Adult _____ Date _____

CAN TV Staff Signature _____ Date _____

CHICAGO ACCESS NETWORK TELEVISION (CAN TV)



STATEMENT OF COMPLIANCE

I, the undersigned, hereby warrant and represent to CAN TV that:

1. I have read and thoroughly understand the contents of CAN TV's *Access Users Manual*, a copy of which I have received. I hereby agree to be bound by the terms set forth in this document.
2. I will be thoroughly familiar with the contents of all program matter to be submitted by me for cablecast and agree it will comply with all applicable laws.
3. I assume full responsibility for the contents of all program matter to be submitted by me for cablecast and will ensure that such program matter will not violate any right of any third party.
4. I have obtained or, before the program matter is cablecast, will obtain, all releases, approvals, clearances, licenses, parental consent for minors and permissions, if any, which are required for the use of any program matter which I submit for cablecast, including but not limited to, approvals by broadcast stations, networks, sponsors, music licensing organizations, any holder of copyright or performing talent rights, all persons appearing in or referred to in the program matter, and any other approvals that may be necessary to transmit the program matter over the cable channels operated by CAN TV or any other cable television system without infringement of the rights of others. I am responsible for any licenses and fees owing to any third parties as a result of such programming.
5. I indemnify, protect and hold harmless CAN TV, its officers, directors, employees and agents, and the cable operator upon whose system the program matter is carried, from and against any and all claims, demands, actions, damages, costs, expenses or other liabilities, including but not limited to, attorney's fees, for the following: a breach of any other provisions contained herein: libel, slander, invasion of privacy or infringement of copyright; failure to comply with any applicable law, regulation or other requirement of local, state or federal authorities; unauthorized use of trademark, trade name or service mark; breach of contractual or other obligation owing by me to third parties; and any other injury or damage in law or equity arising or alleged to have arisen as the result of the cablecast of such program matter.
6. I shall not represent myself or any other person involved in community access cablecasting or productions as an employee, representative or agent of CAN TV, Chicago Access Network Television, or their facilities.
7. I shall pay, in a responsible and timely manner, the cost of repair or replacement of CAN TV production equipment and materials resulting from damage beyond normal wear and tear, inoperability due to misuse or theft while such equipment or materials are in my possession or control. I understand the penalties that apply if: (a) I do not return the equipment on time or fail to vacate the facilities on time, or (b) I fail to meet the terms of repayment.
8. I shall not use CAN TV channels for private or commercial purposes. I shall not use CAN TV equipment or facilities for same unless under rental contractual agreement with CAN TV. I understand that, under the terms of certification, programming produced with CAN TV equipment and facilities must premiere on CAN TV channels.
9. I understand that false or misleading information furnished by me constitute grounds for forfeiture of the right to use CAN TV production equipment and facilities.
10. I understand that after acceptance by CAN TV, this document is not transferable.

Signature _____ **Date** _____

Name (please print or type) _____

Residential Street Address _____

City _____ State _____ Zip _____

Work Phone (____) _____ Home Phone (____) _____

Birthdate _____ E-Mail _____

AS A **RESIDENT** OF THE CITY OF CHICAGO, I ALSO REPRESENT OR AM AFFILIATED WITH THE FOLLOWING CHICAGO-BASED NONPROFIT ORGANIZATION ON WHOSE BEHALF I MAY USE MY PUBLIC ACCESS PRIVILEGES TO PRODUCE COMMUNITY TELEVISION PROGRAMMING:

Name of Organization _____

Street Address _____ Zip _____

Telephone (____) _____ E-Mail _____ Web _____

AS A **NON-RESIDENT** OF THE CITY OF CHICAGO, I AM REPRESENTING THE FOLLOWING CHICAGO-BASED NONPROFIT ORGANIZATION TO WHICH I AM OBLIGED AS A CERTIFIED ACCESS USER:

Name of Organization _____

Street Address _____ Zip _____

Telephone (____) _____ E-Mail _____ Web _____

I subscribe to the following cable company: ____ Comcast ____ RCN ____ WOW (WideOpenWest)

CONSENT OF RESPONSIBLE ADULT FOR MINOR

I am the responsible adult registering the following minor (13-17 years old) for certification, services and facility use at CAN TV:

Name _____

Home Telephone _____ Birthdate _____

(month - day - year)

Signature of Minor _____

I understand that I must take the same training the minor is enrolled in or already have successfully completed the same certification process. I assume supervisory, legal and financial responsibility for the minor, must be present during all phases of participation, must have secured all releases and permissions and must co-sign all applications and agreements.

I represent that I am the responsible adult for the user who is less than 18 years of age. I have read this statement and consent to be bound by its terms and conditions on behalf of the user signed above.

Signature of Responsible Adult _____ Date _____

Staff Signature _____ Date _____



(list more on back)