

COMMUNITY MEDIA CENTER OF CARROLL COUNTY

Corporate Policy

CPS-401

POLICY TITLE: Public Access Policy

EFFECTIVE DATE: June 1, 2017

RESPONSIBLE OFFICE: Board of Directors

SUPERSEDES: Any prior relevant motion, policy statement, or handbook.

BOARD SECRETARY: ALAN BOGAGE

ADOPTED: JULY 24, 2017

SUMMARY: Policies to further the First Amendment and equitable access by Carroll County residents and organizations, businesses, agencies and governments serving Carroll County.

RATIONALE: *The CMC Board of Directors is responsible for establishing policy which governs public access to services, resources and content distribution platforms.*

SECTION	POLICY STATEMENT
1.	This policy shall be made publicly available including during initial orientation to the organization.
	CMC shall establish and maintain an effective record keeping system. With the exception of records pertaining to minors, public access requests proposing productions and content distribution will be made available for public inspection.
2.	Carroll County residents are eligible to become users to propose, produce and distribute digital media content utilizing the CMC facilities, equipment and distribution platforms.
3.	Organizations, businesses, agencies and governments that serve Carroll County are eligible to send representatives who may propose, produce and distribute digital media content utilizing the CMC facilities, equipment and distribution platforms.
4.	Participating Members, Patrons, Participants, Students, Guests, or Visitors (Users) must be 18 years or older, or a minor with parental or guardian permission, who assumes responsibility for the minor.
5.	Beyond the stated policies above, no actions may be taken under these policies which discriminate against any individual or organization on the basis of age, color, ethnic background, gender, religious affiliation, national origin, physical ability, political persuasion, or sexual orientation.

6.	To ensure the greatest availability and reliability, operational guidelines and requirements may be created to ensure equipment and facilities use consistent with the specifications, operational limits and staff and operator safety.
7.	The User accepts full legal and financial responsibility while in the facility or equipment is in his/her use and/or possession. The User must reimburse CMC for the cost of repair or replacement as determined by CMC. CMC shall not be held liable for any losses or damages due to unavailable or inoperative equipment. The User must agree to hold harmless cable operators that distribute CMC's programming, CMC and its designated agents from any and all liability or other injury, including reasonable costs of defending claims or litigation arising from or in connection with use of CMC's equipment and resources.
8	Users must agree to contract terms established by CMC including assumption of full liability by the User, retention of respective copyright, limited distribution and use rights, content advisories, production credit and disclosure and indemnification terms
9.	The User is wholly responsible for obtaining all necessary clearances, licenses and permits from broadcast stations, networks, sponsors, music licensing organizations, performers' representatives, and without limitation from the foregoing, any and all other persons (natural and otherwise) as may be necessary to distribute the program over the CMC networks. Users must retain documentation and be prepared to submit proof of 3 rd party clearances, licenses, permits and agreements.
10	CMC seeks to allow the greatest possible latitude of freedom of speech of a non-commercial nature consistent with legal constraints and community standards except for the following exclusions:
10.1	Submitted or contributed content for distribution shall not include advertising material designed to promote the sale of commercial products by a specific or implied call to action nor include audio or visual reference to any commercial business, service, or product for which any economic consideration was received by anyone in exchange for the display, announcement and/or reference to such business, enterprise, product or service, with the exception of underwriting as stated in Section X;
10.2	Submitted or contributed content for distribution shall not include any solicitation or appeal for funds or other property or items of value, except for 501(c)3 organizations.
10.3	Submitted or contributed content for distribution shall not include information concerning any lottery, gift enterprise or similar scheme, offering prizes dependent in whole or in part upon lot or chance, or any list of prizes drawn or awarded by means of any such lottery, gift enterprise or scheme, whether said list contains any part or all of such prizes;
10.4	Submitted or contributed content that is intended to defraud the viewer or designed to obtain money by false or fraudulent pretenses, representations or promises;
10.5	Submitted or contributed content that is libelous or slanderous as defined by law;
10.6	Obscene matter as defined by law.

10.7	Any other content which is defined as illegal content not protected by the First Amendment.
11	Users are responsible for meeting minimal or required technical standards for submitted or contributed content.
12	The Executive Director may, upon documented special circumstances, suspend established policies on a one-time basis following consultation with the President or the Executive Committee of the Board.

Notes and Comments: