Policy and Procedures

Channel 6 - 24351 El Toro Road, Laguna Woods, CA 92637

T: (949) 597-4295

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General Description

Channel 6 Laguna Woods Village Television serves the Community of Laguna Woods Village, California.

Channel 6 provides local origination programming Monday - Friday, covering community news, highlights of community events, feature stories, entertainment programs, as well as live cablecasts of homeowners' association meetings and live cablecasts of the Laguna Woods City Council meetings.

It has been the mission of Channel 6, since 1967, to create a greater sense of belonging that leads to an informed and involved community. Residents and organizations connect with one another through the programming that Channel 6 offers. These Policies and Procedures set forth the guidelines under which Channel 6 operates.

For purposes of these Policies and Procedures the term "Program" or "Programming" shall mean any content aired on Channel 6; regardless if it is live or pre-recorded, regardless of length, and shall include all programs, announcements, appearences, interviews, messages, speech, statements, conduct and any other matter being aired by Channel 6.

Golden Rain Foundation (GRF) and Channel 6 provides various community themed local origination programming, allows various registered Clubs and Organizations the opportunity for the airing of short Programming without charge, airs various meetings, sells airtime for other Programming and also sells advertising time, including production and placement of advertising through Media Services 55. All rates contained herein are subject to change—interested parties should aways request the most recent rate sheet.

Channel 6 reserves the right to suspend any Program which it feels may be detrimental, objectionable or otherwise unfit for the Community. The producers and/or suppliers of any Program, including the various clubs, organizations and individuals shall be responsible for all copyright compliance and all content of messages delivered live or prerecorded and shall agree to indemnify Channel 6, the Community of Laguna Woods Village, the Golden Rain Foundation ("GRF") and the managing agent against any liability or claim arising from the programming, the content and or the messages delivered including but not limited to any claims of slander, defamation or copyright infringement, claims of false or misleading advertising, including in regards to political advertisements whether placed on behalf of a particular candidate or by any other outside organizations (e.g. Political Action Committee) and any damages or liability, including reasonable attorney's fees, which may ensue from the Program. Channel 6 may require disclaimers stating that the views are not those of Channel 6, the Community of Laguna Woods Village, GRF or the managing agent.

All Clubs and/or Organizations, individuals and others submitting Programing or appearing on TV6 understand that if the Program contains any content violating these Policies and

Procedures, the Clubs and/or Organizations, individuals or others submitting or appearing on the Programming may be subject to civil suit or criminal prosecution.

GRF and Channel 6 staff reserve the right to preempt any program, announcement or message to be cablecast over Channel 6 for reasons of maintenance, emergency, community public service or other rescheduling needs at its sole discretion. Preempted time due to the above reasons shall be rescheduled, if timeslots are available.

Programming Policy

1. The Program must not violate any section of California state law or federal law regarding obscenity and must otherwise comply with all laws including prohibitions against false, misleading or deceptive claims and defamatory or libelous content. The Channel 6 Policy on Indecent Programming is attached as Exhibit 1 and shall be applicable to all Programming.

2. In the event Channel 6 receives a complaint, which indicates the program contract has been violated or the Program violates any Policy, programming playback may be postponed until Channel 6 can verify the contract or policy compliance.

3. All Programming shall comply with applicable federal law (47 U.S.C. §559) which provides that whoever transmits over any cable system in any matter which is obscene or otherwise unprotected by the Constitution of the United States shall be subject to a fine of up to $10,000 or imprisonment of up to two years, or both, and that local access programming may not be used for criminal activity or other illegal purpose, or otherwise in any manner which violates any local, State or federal law. All submitters of Programming, including those appearing in Programming, agree that if there is a complaint that the material in said Programming violates a criminal law GRF and/or Channel 6 staff may notify the appropriate law enforcement agency and suspend any further airing of the Program(s) until the law enforcement agency resolves whether or not the material is criminal in nature.

4. These following warranties and representations are applicable to any Club and/or Organization, individual, business or other entity appearing on or placing a Program on Channel 6. All individuals and entities providing the Programming accept full responsibility for the content of the Programming, and further warrant that they have the authority, as local producer or sponsor, to submit the Program for cablecast. The following types of Program content are specifically prohibited by GRF:

a. Any noncompliance with applicable federal, State and local laws and regulations.
b. Any promotion for public office candidates or political advertisement.*
c. Any advertising material designed to promote the sale of commercial products or services.*

d. Any advertisement of, or information concerning any lottery or similar scheme offering prizes dependent in whole or in part on chance.
e. Any political advertisement or promotion containing false information regardless if it is placed by a particular candidate or other organization (e.g. Political Action Committee).
f. Any unauthorized copyrighted material.
g. Any obscene or indecent material.
h. Any material that defames the race, ethnicity, sexual orientation, age, disability, income source, or religious affiliation or any individual member of such group.
i. Any promotion of violence, or words which are designed to invoke violence.
j. Any slanderous or libelous materials.
k. Any material that promotes an appeal for funds.

The warranties and representations noted by an asterisk (*) are applicable only to any Club and/or Organization in order that the Program be cablecast free of charge on Channel 6.

Channel 6 Programming

The following is a summary of programming currently available on Channel 6. Channel 6 reserves the right to add or discontinue programming, change programming schedules or modify the format of its programming:

this*day*

this*day*, a one-hour interview style program which is cablecast live each weekday morning at 8:30am and re-cablecasts at 12:30pm and 5:00pm, is the premier connection to the Community of Laguna Woods Village. **this*day*** covers a wide range of subjects of interest to the community, such as consumer protection, current legislation, general financial advice, medical news, travel, cooking and housing.

All Laguna Woods Village corporations (HOAs) are afforded the opportunity to appear on, **this*day*,** once a week for a ten minute interview segment. The ten minute segment is an opportunity to convey to their membership news and information regarding their corporation (HOAs). Appearances on **this*day*** must be scheduled in advance and coordinated by the corporation President. The segment must comply with all policies of Channel 6 and a representative is required to execute an Indemnification and Hold-Harmless agreement as set forth in Attachment A.

Clubs and Organizations registered with the Community Recreation Department are afforded a ten-minute interview on the program to promote their activities and meeting dates, at no cost. Clubs and Organizations are limited to one appearance per month. The segment must comply with all policies of Channel 6 and the Club or Organization is required

to execute an Indemnification and Hold-Harmless agreement as set forth in Attachment A. The Club or Organization may also purchase additional short form air time segments which must comply with all policies of Channel 6. The Club or Organization is required to execute an Indemnification Hold-Harmless agreement as set forth in Attachment B.

Individuals, businesses and advertisers may purchase short form air time on **this*day*** program to promote their business and/or interest, to generate awareness throughout the community for a fee payable to GRF and by executing the Local Origination Agreement as set forth in Attachment C.

The short form air time segment fees on **this*day*** are:

5 Minutes $150.00 10 minutes $250.00 15 minutes $300.00

Trading Post

The Trading Post is a free service provided only to Laguna Woods Village Residents who are looking to sell, buy or trade their personal items. **The Trading Post** prohibits businesses and individuals representing business related enterprises from promoting their goods or services on the program. Channel 6 staff reserves the right, in its sole discretion, to refuse the promotion of items that are intended to be resold or are manufactured by a resident as a way of generating income or the sale of any services. Channel 6 may refuse to accept the promotion of any items it finds objectionable including, but not limited to, guns, alcohol, personal services or investment type activities.

Residents may only post three items at one time, during any three (3) week period of time.

The Trading Post items are cablecast at least three times and items may not be re-submitted more than three times.

The Trading Post is cablecast each weekday from 11:00am – 11:30am and re-cablecast at 1:30pm the same day. Cablecasts may be preempted due to homeowner association meetings. The Trading Post is hosted by Channel 6 resident volunteers and staff provides production services. Laguna Woods Village residents may submit their request by calling (949) 830-0182 or by visiting the Channel 6 Offices located on the third floor of the Community Center.

Community Bulletin Board

Channel 6 manages an electronic **Community Bulletin Board** (Message Board) which airs daily whenever regularly scheduled programs are not cablecast. Clubs and Organizations registered with the Community Recreation Department are afforded one electronic page per month to promote their activities and meeting dates at no cost.

Community Bulletin Board messages must be submitted at least 10 days prior to the day of the event. Messages will appear on Channel 6 approximately 4 to 7 days prior to the event depending on space available. ***Exceptions:*** An event which has a deadline date, such as catered affairs or bus transportation, will appear 4 to 7 days prior to the reservation deadline date. *Please include the deadline date in your message.* Messages for overnight trips (such as Las Vegas, Laughlin, etc.) are not permitted unless paid for as described below.

Individuals, local businesses and advertisers may purchase air time on the **Community Bulletin Board** to promote their business and/or interest to generate awareness throughout the community for a fee payable to the GRF and executing a hold-harmless agreement set forth in Attachment B.

Community Bulletin Board Advertising Rates: Two Electronic Pages

Weekday $75.00 Weekends $200.00 Week $350.00*

* includes one ten minute segment on the "this*day*" program.

Community Clubs and Organization Sponsored Programming

Clubs and Organizations registered with the community Recreation Department are afforded a half-hour Program to promote their activities and meeting dates at no cost.

Clubs and Organizations may provide one live or pre-recorded Program per month, with air time and re-cablecasts being limited by availability.

Programs are produced live utilizing the Channel 6 Staff, Television Equipment and Studio. Due to limited personnel, applications will be processed and scheduled on a first come, nondiscriminatory basis to ensure that no club and/or organization monopolizes cablecast time to the disadvantage of others.

Clubs and Organizations may submit a cablecast quality video of their program or meeting for cable cast on Channel 6 instead of the live program. Submitted programs may not be more than two hours in length.

Programs are re-cablecast on Channel 6 three times within a thirty day period, provided time is available.

Clubs and Organizations must complete the local origination program agreement in Attachment C prior to cablecast.

Purchase of Airtime Programming

Purchase of Airtime

Individuals, local businesses and advertisers may purchase long form air time on Channel 6 to promote their business and/or interest to generate awareness throughout the community for a fee payable to the GRF. Purchasers of Airtime Programming must complete the local origination program agreement in Attachment C prior to cablecast.

Channel 6 Air Time

28.5 minutes $300.00 58 minutes $500.00

Request for Channel 6 Cablecast of GRF Board Meetings shall be per Resolution 90-08-20

Whereas, the Golden Rain Foundation (GRF) provides the oversight and funding for the Community's cable system, including Channel 6, its local origination channel; and whereas, it has been the practice of Channel 6 staff to tape selected special meetings and re-cablecast as required, and if the GRF President directed, time allowed, and programming was not impacted, staff has cablecast special meetings live; however, the number of special meetings has increased, thus increasing the impact of programming and advertising requirements;

Now therefore be it resolved, March 4, 2008, that the Board of Directors of this Corporation hereby adopts the following Special Board Meeting Cablecast Policy for any Governing Board:

1. At least 7 business days prior to the scheduled date, the chair calling the special meeting will submit to the General Manager's office a written request to air the special meeting which will include the location of the meeting, preferred time for the meeting to be aired and expected duration of the meeting;
2. Within 2 business days of the receipt of the request by Broadband Services staff, the Broadband Services Director will inform, in writing, the chairperson whether the meeting can be cablecast at the requested time or not and if not, offer a reason and an alternate time to cablecast the meeting;
3. If a mutually acceptable time cannot be agreed upon, the Broadband Services Director will submit the request to the GRF President for review. Upon the President's determination as to when the meeting will be cablecast, the Broadband Services Director will inform the chairperson in writing;
4. If an acceptable time for the meeting is agreed upon, the Broadband Services Director will notify all board members involved of the pending meeting;
5. Channel 6 will include the meeting details on its message board, and notify the Laguna Woods Globe of the change to the Channel 6 programming schedule;
6. If time allows, the interactive program guide on the Community's cable system will be updated for Channel 6.

Resolved further, that such policy shall be effective March 4, 2008; and resolved further, that the officers and agents of this Corporation are hereby authorized on behalf of this Corporation to carry out the purpose of this Resolution.

Production Rates

Day Rate for Clubs and Organizations requesting television production services - $60.00 per hour.

Evening Rate for Clubs and Organizations requesting television production services - $75.00 per hour.

Digital Editing Services - $75.00 per hour

Computer Graphic Generation - $50.00 per hour

Voice Over Service - $75.00 for a thirty-second commercial

Channel 6 Studio Rental - $350.00 per hour

All applicable rates above require a one hour minimum.

Duplication Services

DVD to DVD or CD to CD Duplication Rates

Number of Copies	Cost Per Copy
1-5	$10.00 each
6-10	$8.00 each
11-25	$5.00 each

Price includes: Brand Name, High Grade DVD, Full Color Label, and White Sleeve.

VHS and VHS-C to DVD Duplication - $15.00 each

Cassettes and Vinyl Records to CD Duplication - $15.00 each

Duplications require a two (2) day turnaround.

Media Services 55

MEDIA SERVICES 55 provides advertising which is 100% targeted to the Laguna Woods Village Community on 24 cable networks. In association with Channel 6 Laguna Woods Village Television, Media Services 55 provides a comprehensive list of client services for advertisers, including quality commercial production, promotional opportunities, live interviews, and long-form programming.

Media Services 55 provides short-form advertising (branding and direct response), long-form advertising & programming (direct response television-infomercials), full service production and post-production (high definition cameras), live and taped segments and educational interviews, and Community Bulletin Board (Message Board) announcements. Local, regional and national enterprises look to Media Services 55 to help increase sales and create greater and measurable brand awareness for products and services. Politicians and legislative propositions regard this community as a 'must' for their media campaigns, as it has one of the highest percentage per capita voting blocs in the nation.

Media Services 55 offers focused advertising, affordable rates and a comprehensive list of client services, including quality commercial production, exciting promotions, as well as co-op and long-format advertising opportunities. Media Services 55 is committed to providing our advertisers with the best products and services designed to optimize their advertising investment, helping local businesses reach their marketing goals, and helps politicians reach the coveted 50+ engaged voter.

MARKET DEMOGRAPHICS

1. Designated Marketing Area (DMA): Los Angeles/Orange County
2. System Code (SYSCODE): 3501
3. City: Laguna Woods, California
4. Exclusive Zip Code: 92637
5. Cable Households: 12,736 (100% Penetration)
6. Median Household Income: $36,713.00
7. Cable Television Viewers: 16,000
8. Median Age: 76.8
9. Gender: 65% Female / 35% Male
10. Marital Status: 29.2% Married /60.8% Single
11. Owner Occupied: 78.8%
12. Registered Voters: 14,851
13. Education: 94% High School Graduate or Higher / 41.9% Bachelor's Degree or Higher

Statistical information provided by the 2010 United States Census Bureau

Media Services 55 Rate Sheet*

Monday through Sunday

	Mid-6am	***6am-4pm***	***4pm-Mid***	***Fix Day Part***	***Prime Time***
NEWS					
Fox News	$5.00	$15.00	$30.00	$25.00	$40.00
CNBC	$5.00	$12.00	$25.00	$20.00	$30.00
CNN	$5.00	$15.00	$30.00	$25.00	$40.00
CNN Headline	$5.00	$12.00	$25.00	$20.00	$30.00
MSNBC	$5.00	$15.00	$30.00	$25.00	$40.00
SPORTS					
ESPN	$4.00	$12.00	$25.00	$15.00	$30.00
Fox Sports Net	$4.00	$10.00	$20.00	$12.00	$25.00
Golf Channel	$4.00	$10.00	$20.00	$12.00	$25.00
ENTERTAINMENT					
A&E	$4.00	$10.00	$18.00	$12.00	$25.00
Hallmark	$4.00	$10.00	$18.00	$12.00	$25.00
Bravo	$4.00	$10.00	$18.00	$12.00	$25.00
FX	$3.00	$10.00	$15.00	$12.00	$25.00
Lifetime	$4.00	$10.00	$18.00	$12.00	$25.00
TBS	$4.00	$10.00	$18.00	$12.00	$25.00
TNT	$4.00	$10.00	$18.00	$12.00	$25.00
USA	$4.00	$10.00	$18.00	$12.00	$25.00
LIFESTYLE					
Discovery	$3.00	$10.00	$18.00	$12.00	$22.00
Food Network	$3.00	$10.00	$18.00	$12.00	$22.00
HGTV	$3.00	$10.00	$18.00	$12.00	$22.00
History Channel	$3.00	$10.00	$18.00	$12.00	$22.00
TLC	$3.00	$8.00	$15.00	$10.00	$20.00
Travel Channel	$3.00	$10.00	$18.00	$12.00	$20.00
TruTV	$3.00	$10.00	$18.00	$12.00	$20.00
Weather Channel	$3.00	$8.00	$15.00	$10.00	$20.00

*Inventory is limited and subject to availability. Rates are good for seven days and are subject to change. All rates are based on each thirty (:30) second commercial. Rates do not include commercial production. Deadlines: Three (3) day turnaround for traffic and insertion. Restrictions on type of advertising may apply depending on the applicable channel. Advertiser is required to indemnify and hold-harmless GRF, the managing agent and the applicable channel against any claims of false or misleading advertising including any losses, damages and attorney fees associated with investigating and responding to such claims. Advertising placements may be suspended in the event that claims of false or misleading advertising are raised.

Commercial Format: Beta SP / DV Cam / Digital

Rates may change-please contact Media Services 55 for current rate sheet.

Attachment A

PROGRAMMING APPEARANCE INDEMNIFICATION AGREEMENT

No Charge Appearance

Name of Individual: _____

Name of Organization (if applicable): _____

The above named individual, personally, and on behalf of the Organization if applicable, does hereby agree to the following in exchange for the opportunity to appear on Channel 6 :

1. That while appearing on Channel 6 the individual will Not:
    a. engage in any profanity or obscenity and will comply with all laws including prohibitions against false, misleading or deceptive claims and defamatory or libelous content.
    b. promote the sale of commercial products or services.
    c. promote or advertise or provide information concerning any lottery or similar scheme offering prizes dependent in whole or in part on chance.
    d. engage in any promotion for public office candidates or political promotion.
    e. present any unauthorized copyrighted material.
    f. present any obscene or indecent material.
    g. present any material that defames the race, ethnicity, sexual orientation, age, disability, income source, or religious affiliation or any individual member of such group.
    h. promote violence, or engage in words which are designed to invoke violence.
    i. present any slanderous or libelous materials.
    j. promote any appeal for funds.
    k. be disrespectful to any other guests.

2. The individual and Organization, if applicable, hereby agrees to indemnify, defend and hold-harmless Channel 6, the Golden Rain Foundation and the managing agent against any liability or claim arising from any breach of the above prohibitions, and the content and/or the messages delivered including, but not limited of any claims of slander, defamation, copyright infringement, or any false or misleading statements and any damages or liability, including reasonable attorney's fees, which may ensue from such acts.

This Agreement shall be effective as of the date listed below and shall remain effective for all appearances on Channel 6 thereafter.

Agreed to: _____

Organization: _____

Date: _____

Attachment B

PROGRAMMING APPEARANCE INDEMNIFICATION AGREEMENT

Fee Appearance

Name of Individual: _____

Name of Business or Organization (if applicable): _____

The above named individual, personally, and on behalf of the Organization or Business if applicable, does hereby agree to the following in exchange for the opportunity to appear on Channel 6 :

1. That while appearing on Channel 6 neither the individual will or any programming provided will:

    a. Engage in any profanity or obscenity and will comply with all laws including prohibitions against false, misleading or deceptive claims and defamatory or libelous content.
    b. Promote, advertise or provide information concerning any lottery or similar scheme offering prizes dependent in whole or in part on chance.
    c. Present any unauthorized copyrighted material.
    d. Present any obscene or indecent material.
    e. Present any material that defames the race, ethnicity, sexual orientation, age, disability, income source, or religious affiliation or any individual member of such group.
    f. Promote violence, or engage in words which are designed to invoke violence.
    g. Present any slanderous or libelous materials.
    h. Engage in any false or misleading advertising

2. The individual and Organization or Business, if applicable, hereby agrees to indemnify, defend and hold-harmless Channel 6, the Golden Rain Foundation and Managing Agent against any liability or claim arising from the any breach of the above prohibitions, and the content and/or the messages delivered including, but not limited to any claims of slander, defamation, copyright infringement or any false or misleading statements, and any damages or liability, including reasonable attorney's fees, which may ensue from such acts.

This Agreement shall be effective as of the date listed below and shall remain effective for all appearances or material placed on Channel 6 thereafter.

Agreed to: _____

Organization or Business: _____

Date: _____

Attachment C

CHANNEL 6 LAGUNA WOODS VILLAGE TELEVISION

LOCAL ORIGINATION PROGRAM AGREEMENT

Programmer (Laguna Woods Village Club/Organization or Business Name):

_____

Program Name:

_____

Person Submitting Program:

_____

Title:

_____

Phone: E-Mail:

_____

Fee (Payable in Advance):

_____

_____

Media Format (circle one): DVD DVCAM, mini-DV (Digital Tape) LENGTH:

Instructions and Requirements for Program Submission:

1. Program must be accompanied by a Channel 6 Local Origination Program Agreement signed by the program provider and delivered no later than two weeks (but not more than 30 days) prior to the first agreed upon cablecast date.
2. A producer or sponsor may submit multiple programs to be cablecast within the same calendar year. Each program shall be consistent with the terms and conditions of this agreement and the rules and procedures referenced herein.
3. Program must comply with local origination operating rules and procedures of Channel 6.
4. Program videotape must meet or exceed technical requirements of Channel 6, and be enclosed in a case with proper label on videotape and case, including program runtime.
5. Channel 6 may insert a disclaimer at the beginning of each program stating:

THE VIEWS AND COMMENTS EXPRESSED ON THIS PROGRAM ARE THOSE OF THE PRODUCERS OF THIS PROGRAM AND NOT THOSE OF THE GOLDEN RAIN FOUNDATION,

OR CHANNEL 6.

1. **LOCAL ORIGINATION CHANNEL**

Local origination programming is aired on Channel 6, Laguna Woods Village Television, which is operated by the Golden Rain Foundation ("GRF"), and Channel 6. Throughout the Agreement, when 'Channel' is used, it is understood to also mean any agent or designated provider of GRF, or Channel 6.

2. **PROGRAM SUBMITTAL**

Programs must be submitted to the Channel at least fourteen days in advance (but not more than thirty days) of their scheduled cablecast. Programming may be submitted at 24351 El Toro Road, Laguna Woods California 92637 ATTENTION: Channel 6. Programming must be submitted in an enclosed case along with a completed copy of this Agreement. A Programmer may submit multiple programs to be cablecast within the same calendar year, provided no more than three programs are submitted at any one time. Each program or cablecast must be consistent with the rules and procedures referenced herein. The videotape or DVD and case must be clearly labeled stating the program title, subtitle (when applicable), program run-time to the nearest second, and name, address and telephone number of the sponsor. Sponsors are encouraged to provide a copy of the program to the Channel, and not the original. Programs left with the Channel beyond 60 days will be recycled or discarded.

3. **TECHNICAL REQUIREMENTS**

All programs submitted for cablecast must be formatted as DVD, DVCAM, or mini-DV, hereafter referred to as Media. Community Bulletin Board (Message Board) items must be submitted in a text format. Programs submitted for cablecast on other formats will not be played. Programs must meet or exceed the following minimum technical quality requirements of the FCC and industry standards:

a. Peak audio level should fall within -12 dB, with reasonable clarity.

b. All Media must contain 15 seconds of black at the beginning and ending of each program.

c. All videotapes must begin within the first 90 seconds of the tape.

d. Only one program per Media is permitted.

e. Program title and run-time must be noted on the Media.

The Channel reserves the right to refuse playback of programming that does not meet these technical requirements.

4. **PROGRAM RESTRICTIONS AND WARRANTY**

Programmer warrants that it has the right and authority to enter into this Agreement and to perform all of its obligations hereunder. Programmer understands that presentation of the

following materials on the Channel is specifically not authorized by GRF, the managing agent, and Channel 6 and may subject the sponsor to criminal prosecution or civil liability.

Programs containing the following materials are prohibited:

a. Any advertisement of, or information concerning any lottery, gift enterprise, or similar scheme offering prizes dependent in whole or in part on chance.

b. Any unauthorized copyrighted material.

c. Any obscene or indecent material.

d. Any material that defames any race, ethnicity, gender, sexual orientation, age, disabled, source of income, or religious group or any individual member of such group.

e. Any material advocating violence, or words which are designed to invoke violence including any excessively violent, obscene or indecent content.

f. Any slanderous or libelous materials.

g. Any noncompliance with applicable federal, State and local laws and regulations, including but not limited to any advertising regulations. False or misleading advertising is strictly prohibited.

h. Any political advertisement or promotion containing false information regardless of if placed by a particular candidate or other organization (e.g. Political Action Committee).

Programmer shall be solely responsible for all program content. Programmer hereby warrants and represents that its Programming complies in every respect with every applicable federal, state, and local statute or law, including without limitation all such laws relating to false and misleading advertising; and does not infringe the personal rights or the property rights of any person, corporation or other entity and is compliance with the restrictions set forth above. In addition, Programmer warrants that its Programming does not violate copyright laws or other laws protecting intellectual property, and that all necessary copyright clearances have been obtained (including synchronization rights and music performance rights); does not infringe any trademark, trade name, service mark, or any other property right; does not contain libelous or slanderous material; and does not constitute invasion of privacy, incitement, obstruction of law enforcement, or create a danger of injury to persons or property. Programmer shall be solely responsible for assuring that all participants and spectators are aware that the event will be cablecast and that they are consenting to the use of their likeness and image to appear the cablecast of the event.

Programmer further warrants that its Programming does not contain obscene or indecent content. Channel 6 may refuse to transmit any program or portion of such a program that contains obscene or indecent materials, that contains excessive violence or that otherwise fails to comply with the Policy on Indecent Programming attached as Exhibit 1, in its sole discretion, or any applicable laws, rules or regulations.

5. **PROGRAM CONTENT**

Each Programmer has responsibility for the creative control of the content of each program. It is the policy of the Channel not to preview such material for the purpose of censorship. Therefore, the Channel may insert a disclaimer at the beginning of each program stating:

THE CONTENT, VIEWS AND COMMENTS EXPRESSED ON THIS PROGRAM ARE THOSE OF THE PRODUCERS OF THIS PROGRAM AND NOT THOSE OF THE GOLDEN RAIN FOUNDATION, OR CHANNEL 6.

6. **PROGRAM SCHEDULING**

The Channel commits to no more than three scheduled playbacks on Channel 6 for each program. Scheduled playbacks shall appear within a forty-five day period from the original “live” cablecast date. In the event of a scheduling conflict, the Channel reserves the right to assign program scheduling as necessary. Due to limited playback time, applications will be processed and scheduled on a first come, nondiscriminatory basis to ensure that no one person or organization monopolizes cablecast time to the disadvantage of others.

7. **PROGRAM AND MEDIA RIGHTS**

Ownership, non-commercial copyrights and content responsibilities belong to the Programmer of the material submitted to the Channel. However, the Channel reserves the right to cablecast any program or any portion of a program at any time and for any purpose. The Channel is not responsible for loss or damage of Media submitted for cablecast. Programmers are encouraged to provide a copy of the program to the Channel, and not the original. Media left with the Channel beyond ninety days will be recycled or discarded.

8. **CABLECAST PREEMPTION**

The GRF, the managing agent and/or Channel 6 reserve the right to preempt any program, announcement or message to be cablecast over Channel 6 for reasons of maintenance, emergency, community public service or other rescheduling needs at its sole discretion. Preempted time due to the above reasons shall be rescheduled, if timeslots are available.

9. **INDEMNIFICATION AND HOLD-HARMLESS**.

Programmer shall indemnify, defend and hold-harmless GRF, the managing agent and Channel 6 and their officers, directors, agents and employees from and against any and all liabilities, damages, losses, costs and expenses (including, without limitation, reasonable attorneys’ fees and expenses of defending claims or litigation) or other injury or claim of injury arising, directly or indirectly, from or related to:

a. Programmer’s use of the Channel or the cablecast of any material provided by Programmer hereunder.

b. Breach by Programmer of any representation, warranty, covenant or other provision of this Agreement, including but not limited to those contained in Section 4 above;

c. Any claims which may be made by any governmental body or agency or any person or entity (including, but not limited to, Programmer or Programmer's agents or employees) in connection with the Programming or use of the System;

d. Any injury to any person (including without limitation the Channel's agents, employees, or invitees) or damage to any property (including without limitation Channel's equipment or other assets) resulting from the Programming or use of the Channel;

e. The content of the Programming or the Channel's use and delivery of the Programming, including but not limited to claims that the material contains false or misleading information;

f. The violation of the rights of any third party, including without limitation any claims based on alleged or proven libel, slander, defamation, invasion of privacy, unlawful use of image, failure to obtain proper consents, wrongful publicity, misrepresentation, obscenity, indecency or other forms of speech, whether protected or not by the Constitution of the United States or any state; infringement of common law or statutory copyright, literary right or music performance or synchronization right; unauthorized use of any trademark, trade name or service mark; breach of contractual or other obligations; and any other claim arising from the production, or insertion or transmission of the Programming or any advertisements in connection with the Programming.

10. **INDEMNIFICATION PROCEDURE**

Channel 6, GRF and/or the managing agent ("Indemnity") shall give notice to Programmer, within a reasonable time after receiving notice of any claim, event or condition giving rise to a claim of indemnification. Indemnity shall have the right to defend any claim by a third party with counsel of its own choosing (and to be indemnified for the fees and expenses of such counsel), but Programmer may participate in any such defense with its own counsel at its own expense. Indemnity shall have the right to settle any such third party claim subject to the consent of Programmer, such consent not to be unreasonably withheld, conditioned or delayed. In all cases, the obligation to indemnify shall survive the termination or expiration of this Agreement.

11. **LIMITATION OF LIABILITY**

a. This Agreement shall create no rights in any party other than Programmer on the one hand and GRF, managing agent and Channel 6 on the other. GRF, managing agent and Channel 6 are not responsible to Programmer or any other party for signal quality or for outages of whatever duration and howsoever caused. If the Channel fails or is unable for any reason to perform any of its obligations pursuant to this Agreement and as a result subscribers do not receive the Programming or receive the Programming in a technically degraded form, Programmer's sole and exclusive remedy shall be a re-cablecast of the affected Programming on the Channel. Similarly, GRF, the managing agent and Channel 6 shall not be liable for the safety of equipment, tapes, or other materials of Programmer

that are in their possession, and in the event of any damage to any such equipment, tapes or other materials, for which Channel is adjudicated liable, Channel's liability shall be limited to the replacement cost of such physical material. Neither GRF, the managing agent nor Channel 6 shall have any duty to prescreen or monitor the Programming.

b. Except as specifically provided in Paragraph 10(a) above, GRF, the managing agent and Channel 6 shall have no liability for any claim, loss, damage, expense, or problem of any kind or nature, whatsoever. Nor shall there by any claim against GRF, the managing agent and Channel 6 for any damages or losses (except as provided immediately above) based upon any breach of warranty, breach of contract, negligence, strict tort, or any other legal theory arising from or otherwise relating to (i) the deficiency or inadequacy of the cablecast for any purpose or purposes whatsoever, whether or not known by or disclosed to GRF, the managing agent and/or Channel 6; (ii) any deficiency or defect in the programming or related programming materials; (iii) the use or performance of the Channel's cablecast obligations; (iv) any actual or claimed interruption or loss of services; or (v) any loss of business, income, revenue, profits, anticipated profits, or any consequential, incidental, special, direct, or indirect loss or damage to Programmer or third parties, whether or not resulting from any of the foregoing clauses or otherwise including, but not limited to, loss of savings or revenue, loss of use of the services or any associated goods, wares, or services, cost of capital, cost of procuring substitute cable or similar services, facilities or materials, down time, legal related costs and expenses or attorney fees, amounts which may become owing by the Programmer to third persons or entities as a result of the failure by GRF, the managing agent and/or Channel 6 to cablecast part or all of the Programming for any reason whatsoever, and the claims of other third persons or entities, including customers, clients, purchasers, or sellers or real property, brokers, dealers, agents, and any and all other injuries to person or property.

12. **INSURANCE**

If Channel 6, with the approval of the GRF Board, determines that liability insurance is reasonably necessary, Programmer, at Programmer's sole expense, shall obtain and keep in force, throughout the term of this Agreement, with a reputable insurance company approved by Channel 6 and authorized to do business in California, a policy or policies of liability insurance as described in Exhibit 2, generally insuring against all perils and hazards and any negligent, willful, intentional or other conduct of Programmer, and all other risks reasonably associated with Programmer's obligations under this Agreement.

13. **ASSIGNABILITY**

Programmer shall not relinquish, sublease, assign, sell or otherwise transfer its rights and obligations under this Agreement to any other person or entity without the express prior written consent of Channel 6.

14. **TAXES**

Programmer agrees to indemnify and hold-harmless, GRF, the managing and Channel 6 from any tax or assessment including but not limited to excise, franchise, sales, use, utility, copyright or royalty fee or tax now or hereafter imposed or levied by any association, government or governmental agency by virtue of Programmer's activities hereunder.

15. **LEGAL STATUS**

It is understood and agreed that the business to be operated by Programmer is separate and apart from any which may be operated by GRF, the managing agent or Channel 6 and no representation will be made by any party which would create an apparent agency, independent contractor or partnership relationship or suggest or imply a joint venture.

16. **FORCE MAJEURE**

Channel 6 performances hereunder shall be excused by the occurrence of any Act of God, natural disaster, act of war, terrorist attack or other cause or occurrence beyond Channel 6 control.

17. **ENTIRE AGREEMENT**

This document constitutes the entire agreement between the parties and supersedes all prior agreements and understandings concerning the subject matter hereof. Except as otherwise provided, this Agreement may not be altered except by an instrument in writing signed by all parties hereto.

The parties execute this Agreement as of the Agreement Date.

Programmer Channel 6

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Exhibit 1

POLICY ON INDECENT PROGRAMMING

As authorized by federal law, it is the policy of Laguna Woods Village Television to refuse carriage of indecent or obscene programming on its system. Consequently, any provider of Programming shall not transmit, or submit for transmission, any such programming for cablecast on Channel 6.

Channel 6 does not intend to routinely pre-screen programming for indecency. Rather, Channel 6 will rely on provider's warranty, made in the Programming Agreement that the provider will not transmit, or submit for transmission, any indecent or obscene program material. However, Channel 6 reserves the right to pre-screen programming from time to time, at its discretion. If, in pre-screening programming or through notification from subscribers, officials, community residents or otherwise, Channel 6 discovers that the programming contains indecent or obscene material, Channel 6 will prohibit transmission of that programming or take other appropriate action. Any person who provides indecent or obscene programming, or submits such programming for transmission over this cable system, in violation of this policy or in breach of the warranties made in its Programming Agreement will subject the Programming Agreement to immediate termination.

Indecent material is defined by the federal Communications Act as "programming that the cable operator reasonably believes describes or depicts sexual or excretory activities or organs in a patently offensive manner as measured by contemporary community standards." 47 U.S.C. § 532(h)". In evaluating whether material is indecent, Channel 6 will apply a good faith judgment under this standard, and may look to such explanations published by the FCC or other authority that may come to attention of Channel 6.

Exhibit 2

INSURANCE

LIABILITY INSURANCE

Programmer is required to maintain the insurance coverage detailed below.

Programmer shall obtain and maintain insurance coverage complying with the following requirements:

Amount of Coverage: $1 Million Dollars ($1,000,000.00)

The following requirements apply:

1. Terms to cover any and all perils, hazards, negligent and willful conduct of Programmer.

2. Terms to cover cable caster liability and errors and omissions.

3. The Golden Rain Foundation, the managing agent and Channel 6 to be additional insured.

4. Presentation of evidence of coverage will be required before Channel 6 will sign the Programming Agreement.

5. Certificate to warrant that insurance shall not be canceled or modified except upon the delivery of 30 days' prior written notice to Channel 6, such cancellation without replacement giving Channel 6 the right to immediately terminate this Agreement.

6. Certificate to indicate coverage for the entire term of this Agreement or Programmer shall provide (and shall continue to provide) subsequent certificates of insurance so as to provide to Channel 6 evidence of continuous insurance coverage that satisfies the above requirements throughout the Term of this Agreement.