

MINUTES OF THE REGULAR MEETING OF THE  
BOARD OF DIRECTORS OF GOLDEN RAIN FOUNDATION OF LAGUNA WOODS  
A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION

**December 2, 2014**

The Regular Meeting of the Golden Rain Foundation of Laguna Woods Board of Directors, a California non-profit mutual benefit corporation, was held on Tuesday, December 2, 2014, at 9:30 A.M., at 24351 El Toro Road, Laguna Woods, California.

Directors Present: Kathryn Freshley, Sharon Roddan, Lucy Shimon, Mary Stone, Dick Palmer, Stanley Feldstein, Margaret Klein, John Beckett, JoAnn di Lorenzo, Kim Shirley, Carol Moore

Directors Absent: None

Others Present: Open Session: Jerry Storage, Kim Taylor, Cris Robinson, Wendy Panizza, Russ Ridgeway  
Executive Session: Jerry Storage, Kim Taylor, Cris Robinson, Stanley Feldsott Esq.

**CALL TO ORDER**

President Kathryn Freshley served as Chair of the meeting and stated that it was a regular meeting held pursuant to notice duly given and that a quorum was present. The meeting was called to order at 9:30 A.M.

**PLEDGE OF ALLEGIANCE TO THE FLAG**

Director JoAnn di Lorenzo led the membership in the Pledge of Allegiance to the Flag.

**ACKNOWLEDGEMENT OF MEDIA**

A representative of the Laguna Woods Globe and the Channel 6 Camera Crew, by way of remote cameras, were acknowledged as present.

**APPROVAL OF AGENDA**

By a vote of 10-0-0 the Board moved to add as agenda item 10f 'Discuss and Consider a Supplemental Appropriation for the General Plan Amendment and Zoning Code Amendment'.

By a vote of 10-0-0 the Board moved to transfer from the Closed Session agenda to the Open Session agenda as 10g: Closed agenda item 5a 'Discuss and Consider Trademark/Copyright Matter'.

By a vote of 10-0-0 the Board moved to transfer from the Closed Session agenda to the Open Session agenda as 10h: Closed agenda item 5b 'Discuss and Consider Contract Signing Policy'.

By a vote of 10-0-0 the Board moved to transfer from the Closed Session agenda to the Open Session agenda as 11i: Closed agenda item 6a 'Discuss and Consider Declassification of Legal Documents'.

By a vote of 9-0-1 (Director Klein abstained) the Board moved to transfer from the Closed Session agenda to the Open Session agenda as 11j: Closed agenda item 6b 'Discuss and Consider Banning the Use of GRF Clubhouses for Commercial Purposes'.

Director Feldstein moved to approve the agenda as amended. Director Shimon seconded the motion.

By a vote of 10-0-0 the agenda was approved as amended.

### **APPROVAL OF THE MINUTES**

By a vote of 9-0-1 (Director di Lorenzo abstained) the Board approved the Regular Open Session Meeting minutes of November 4, 2014 as written.

Without objection, the Board approved the Organizational Meeting minutes of November 12, 2014 as amended by changing the name 'Roddan' to 'Stone' under Secretary (5b page 2 of 3.)

### **MEMBER COMMENTS**

- Frieda Gorelick (2058-B) commented on AEDs in the Community Center.
- Roberta Berk (933-B) commented on the plantings at Aliso Creek.
- Bert Moldow (3503-A) commented on streetlights for which Third Mutual pays the electrical bill
- Tony Dauer (96-C) commented on accessibility for golf carts to the dog park.
- Pamela Grundke (2214-B) commented on the inaccuracy of rumors that the PCM Contract will be cancelled, commended Jerry Storage for his work as General Manager, and discussed unity and transparency of the Boards.
- Pat English (928-A) commented on security reports and drivers under the influence of medication.
- Maxine McIntosh (68-C) commented on the closed session portion of the open agenda.
- Franklin Smith (5369-3D) commented on the records request form and Civil Code.

The Directors responded to Members' comments.

Director Shirley left the meeting at 10:30 AM.

### **GENERAL MANAGER'S REPORT**

Mr. Storage reported on the ongoing GRF projects within the Community.

### **CHAIR'S REPORT**

President Freshley spoke to various items concerning the Community.

### **UNFINISHED BUSINESS**

Director Stone read a proposed resolution approving prohibiting guest pass access to Gate 12 and limit gate pass access to the designated phase only, which was postponed in October

to comply with Civil Code §4360. Director Stone moved to approve the resolution. Director Shimon seconded the motion and discussion ensued.

Members Maxine McIntosh (68-C), Franklin Smith (5369-3D) and Barbara Copley (410-D) commented on the resolution.

Director Roddan moved to postpone the resolution to the next Board meeting. Director Stone seconded the motion. By a vote of 7-2-0 (Directors Klein, Moore opposed) the motion carried.

### **RESOLUTION 90-14-XXX**

#### **ADOPTED DECEMBER 2014**

#### **Prohibiting Guest Pass Access to Gate 12 and Limit Gate Pass Access to the Designated Phase Only**

**WHEREAS**, Gate Entry Passes provide access for non-residents into the Community at all gates; and

**WHEREAS**, Gate Entry Passes are issued by Phase: Phase 1 – Gates 1, 2, 3; Phase 2 – Gates 5, 6, 12; Phase 3 – Gate 7, 8, 9, 10; Phase 4 – Gate 14; Phase 5 – Gate 11; and

**WHEREAS**, GRF determined to limit access to passholders to better control access into the Community;

**NOW THEREFORE BE IT RESOLVED**, December 2, 2014, the Board of Directors of this Corporation hereby directs that Gate Entry Passes will provide access only to residential areas of the Phase indicated on the pass; and

**RESOLVED FURTHER**, Gate Entry Passes will not provide access at Gate 12 due to its having no residential housing; and

**RESOLVED FURTHER**, all non-residents, including vendors and contractors, with the exception of real estate professionals, will need to be either accompanied by a resident or staff, or be listed in the Gate Clearance System to gain access at Gate 12; and

**RESOLVED FURTHER**, upon presentation of a valid driver's license and submittal of a real estate business card to the Gate Ambassador, the real estate professionals and ~~his~~ **their** client(s) will be provided access for the purpose of showing potential buyers the amenities located behind Gate 12; and

**RESOLVED FURTHER**, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.

Director Stone read a proposed resolution reducing the Monetary Penalties for Violation Codes 600 to 610, which was postponed in October to comply with Civil Code §4360. Director Stone moved to approve the resolution. Director Shimon seconded the motion and discussion ensued.

Director Roddan moved to remove the last Resolved Further. Director Feldstein seconded the motion. By a vote of 0-9-0 the amendment failed unanimously.

Director Stone moved to amend the last Resolved Further to say: ***RESOLVED FURTHER, that the officers and agents of this Corporation are directed on behalf of the Corporation to carry out this resolution.***

Director Beckett seconded the motion. By a vote of 9-0-0 the amendment carried unanimously.

By a vote of 9-0-0 the motion carried unanimously and the Board of Directors adopted the following amended resolution:

#### **RESOLUTION 90-14-73**

##### **Revised Schedule of Traffic Monetary Penalties**

**RESOLVED**, December 2, 2014, that the Board of Directors hereby approves the proposed revisions to the Schedule of Traffic Monetary Penalties as attached to the official minutes of this meeting; and

**RESOLVED FURTHER**, that the revised Penalty Schedule shall become effective December 2, 2014; and

**RESOLVED FURTHER**, Resolution 90-12-66 adopted June 5, 2012 is hereby superseded and cancelled; and

~~**RESOLVED FURTHER**, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.~~

***RESOLVED FURTHER, that the officers and agents of this Corporation are directed on behalf of the Corporation to carry out this resolution.***

By way of unanimous consensus the Board moved to amend all resolutions to change the last Resolved Further to: ***RESOLVED FURTHER, that the officers and agents of this Corporation are directed on behalf of the Corporation to carry out this resolution.***

Director Stone read a proposed resolution adopting the Website and Online Communication Policy, which was postponed in October to comply with Civil Code §4360. Director Stone

moved to approve the resolution. Director Moore seconded the motion and discussion ensued.

By a vote of 8-0-1 (Director Feldstein abstained) the motion carried and the Board of Directors adopted the following resolution:

**RESOLUTION 90-14-74**

**Website and Online Communication Policy**

**WHEREAS**, the Board of Directors of this Corporation adopted a Media Use Policy Mission Statement and Guidelines in order to define the Community's policy for the administration and editorial oversight of all media which separated the Website and Online Communication Policy;

**WHEREAS**, lagunawoodsvillage.com, owned by the Golden Rain Foundation, is for the benefit of its members and residents, it promotes the Community to potential residents, and utilizes social media platforms to enhance its online presence; and

**WHEREAS**, the Media and Communications Committee of this Corporation recognizes the need to adopt a Website and Online Communication Policy;

**NOW THEREFORE BE IT RESOLVED**, December 2, 2014, that the Board of Directors of this Corporation hereby adopts the Website and Online Communication Policy, as attached to the official minutes of this meeting; and

~~**RESOLVED FURTHER**, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.~~

***RESOLVED FURTHER, that the officers and agents of this Corporation are directed on behalf of the Corporation to carry out this resolution.***

Director Stone read a proposed resolution adopting the Event Sponsorship Policy, which was postponed in October to comply with Civil Code §4360. Director Stone moved to approve the resolution. Director Moore seconded the motion and discussion ensued.

Director Moore moved to postpone the Event Sponsorship Policy another 30 days and to send the Policy to a joint Community Activities Committee and Media and Communications Committee meeting. Director Beckett seconded the motion.

Members Barbara Copley (410-D) and Roberta Berk (933-B) commented on the resolution.

By a vote of 8-0-1 (Director Stone abstained) the motion carried.

**RESOLUTION 90-14-XX**

### **Event Sponsorship Policy**

**WHEREAS**, the Board of Directors of this Corporation adopted a Media Use Policy Mission Statement and Guidelines in order to define the Community's policy for the administration and editorial oversight of all media which separated the Event Sponsorship policy;

**WHEREAS**, from time to time the Golden Rain Foundation sponsors events held in the Community to provide an opportunity to expose residents to current information on topics that interest the Community; and

**WHEREAS**, the Media and Communications Committee of this Corporation recognizes the need to adopt a GRF Event Sponsorship Policy;

**NOW THEREFORE BE IT RESOLVED**, December 2, 2014, that the Board of Directors of this Corporation hereby adopts the Event Sponsorship Policy, as attached to the official minutes of this meeting; and

~~**RESOLVED FURTHER**, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.~~

***RESOLVED FURTHER, that the officers and agents of this Corporation are directed on behalf of the Corporation to carry out this resolution.***

Director Stone read a proposed resolution approving revisions to the GRF Committee Assignments. Director Stone moved to approve the resolution. Director Beckett seconded the motion and discussion ensued.

Member Joan Milliman (969-3E), Roberta Berk (933-B) and John McRae (5500-2H) commented on the resolution.

By way of unanimous consensus the Board changed the name of the Process Ad hoc Committee to the Administrative Process and Procedures Ad-Hoc Committee.

By a vote of 9-0-0 the motion carried and the Board of Directors adopted the following resolution:

### **RESOLUTION 90-14-75**

#### **GRF Committee Appointments**

**RESOLVED**, December 2, 2014 that the following persons are hereby appointed and ratified to serve on the Committees of this Corporation:

#### **Business Planning**

~~Mike Comer, Chair (GRF)~~  
**Kathryn Freshley, Chair (GRF)**  
Margaret Klein, Vice Chair (GRF)  
~~Mary Stone (GRF)~~  
**Sharon Roddan (GRF)**  
Jim Matson (Third)  
Wei-Ming Tao (Third)  
Pat English (United)  
Don Tibbetts (United)  
Chace Kendro (Mutual 50)

### **Clubhouse 2 Renovation Ad Hoc Committee**

Mary Stone, Chair (GRF)  
~~Richard Palmer, Vice Chair (GRF)~~  
~~Maxine McIntosh (GRF)~~  
**Kim Shirley, Vice Chair (GRF)**  
**Richard Palmer (GRF)**  
Rosemarie di Lorenzo Dickins (Third)  
Judith Troutman (Third)  
Jack Bassler (United)  
Ken Hammer (United)  
Ryna Rothberg (Mutual 50)  
Non-Voting Advisors: ~~Kim Shirley~~ TBD

### **Community Activities**

Mary Stone, Chair (GRF)  
Margaret Klein, Vice Chair (GRF)  
Sharon Roddan (GRF)  
Beth Perak (Third)  
Rosemarie di Lorenzo Dickins (Third)  
Jan LaBarge (United)  
Ken Hammer (United)  
John Dalis (Mutual 50)  
Non-Voting Advisors: TBD

### **Energy Committee**

Richard Palmer, Chair (GRF)  
~~Carol Moore, Vice Chair (GRF)~~  
~~Maxine McIntosh (GRF)~~  
**TBD, Vice Chair (GRF)**  
**JoAnn di Lorenzo (GRF)**  
Bert Moldow (Third)  
John Luebbe (Third)  
Eva Lydick (United)  
~~Ken Hammer (United)~~  
**Jack Bassler (United)**  
Alice Gokkes (Mutual 50)

Non-Voting Advisors: Michele Stanton, Doug Rook

**Finance**

Margaret Klein, Chair (GRF)  
Mary Stone, Vice Chair (GRF)  
~~Sharon Roddan (GRF)~~  
***Kathryn Freshley (GRF)***  
Rosemarie di Lorenzo Dickins (Third)  
Wei-Ming Tao (Third)  
Pat English (United)  
Don Tibbetts (United)  
Chace Kendro (Mutual 50)  
Non-Voting Advisor: TBD

**Financial Reporting Study Group**

***Kathryn Freshley (GRF)***  
***Margaret Klein (GRF)***  
***Mary Stone (GRF)***  
***Rosemarie di Lorenzo Dickins (Third)***  
***Wei-Ming Tao (Third)***  
***Pat English (United)***  
***Lenny Ross (United)***  
***TBD (Mutual 50)***  
***Non-Voting Advisor: TBD***

**Landscape**

~~John Parker, Chair (GRF)~~  
Lucy Shimon, Vice ***Chair*** (GRF)  
***JoAnn di Lorenzo, Vice Chair (GRF)***  
***TBD (GRF)***  
James Tung (Third)  
Judith Troutman (Third)  
Jan LaBarge (United)  
Eva Lydick (United)  
Inesa Nord-Leth (Mutual 50)  
Non-Voting Advisors: TBD

**Maintenance & Construction**

***Sharon Roddan, Chair (GRF)***  
Richard Palmer, Vice Chair (GRF)  
~~Carol Moore, Vice Chair (GRF)~~  
~~Maxine McIntosh (GRF)~~  
***Kim Shirley (GRF)***  
Rosemarie di Lorenzo Dickins (Third)  
Bunny Carpenter (Third)  
Jack Bassler (United)  
Don Tibbetts (United)



Ryna Rothberg (Mutual 50)  
Non-Voting Advisors: TBD

**Media and Communications**

~~Carol Moore, Chair (GRF)~~  
~~Margaret Klein, Vice Chair (GRF)~~  
~~Pat Feeney (GRF)~~  
**Stanley Feldstein, Chair (GRF)**  
**JoAnn di Lorenzo, Vice Chair (GRF)**  
**John Beckett (GRF)**  
Beth Perak (Third)  
John Luebbe (Third)  
~~Eva Lydick (United)~~  
**Jan LaBarge (United)**  
Juanita Skillman (United)  
Alice Gokkes (Mutual 50)  
Non-Voting Advisors: TBD

**Mobility & Vehicles**

Lucy Shimon, Chair (GRF)  
~~Stanley Feldstein, Vice Chair (GRF)~~  
~~Pat Feeney (GRF)~~  
**John Beckett, Vice Chair (GRF)**  
**TBD (GRF)**  
Bert Moldow (Third)  
Ray Gros (Third)  
Ming Lee Chang (United)  
Tony Dauer (United)  
John Dalis (Mutual 50)  
Non-Voting Advisors: Mary Kay Tibbetts and Shirley Niederkorn

**Administrative Process and Procedures Ad-Hoc Committee**

**Stanley Feldstein (GRF)**  
**Mary Stone (GRF)**  
**Sharon Roddan (GRF)**  
**Rosemarie di Lorenzo Dickins (Third)**  
**Bunny Carpenter (Third)**  
**Pat English (United)**  
**Jack Bassler (United)**  
**TBD (Mutual 50)**  
**Non-Voting Advisor: TBD**

**Security and Community Access**

Margaret Klein, Chair (GRF)  
~~Maxine McIntosh, Vice Chair (GRF)~~  
~~John Parker (GRF)~~  
**Stanley Feldstein, Vice Chair (GRF)**

***John Beckett (GRF)***

Ray Gros (Third)  
John Luebbe (Third)  
Tony Dauer (United)  
Anthony Liberatore (United)  
Lou Parker on behalf of (Mutual 50) – non-voting representative  
Non-Voting Advisors: Denny Welch and Mary Kay Tibbets

**Executive Traffic Hearing Committee**

Pat Feeney, Coordinator  
***Stanley Feldstein, Coordinator***  
Per rotating basis

**RESOLVED FURTHER**, that Resolution 90-14-66 adopted November 4, 2014, is hereby superseded and cancelled; and

~~**RESOLVED FURTHER**, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.~~

***RESOLVED FURTHER, that the officers and agents of this Corporation are directed on behalf of the Corporation to carry out this resolution.***

Director Stone read a proposed resolution approving a supplemental appropriation in the amount of \$25,000 to be funded from the Contingency Fund for payment to the City of Laguna Woods to process the General Plan Amendment and Zoning Code Amendment. Director Stone moved to approve the resolution. Director Moore seconded the motion and discussion ensued.

By a vote of 7-1-1 (Director Klein opposed, Director di Lorenzo abstained) the motion carried and the Board of Directors adopted the following resolution:

**RESOLUTION 90-14-76**

**General Plan Amendment and Zoning Code Amendment**

**WHEREAS**, on September 2, 2014 by way of Resolution 90-14-47 GRF terminated the Specific Plan process and resolved to apply to the City of Laguna Woods for a General Plan Amendment and Zoning Code Amendment for 10 of the 11 Planning Area parcels that had been considered by the Specific Plan; and

**WHEREAS**, Planning Area 7, the parcel for the maintenance yard, would remain designated as an Urban Activities Center in the General Plan;

**NOW THEREFORE BE IT RESOLVED**, December 2, 2014, that the Board of Directors hereby authorizes a supplemental appropriation in the amount of \$25,000 to be funded from the Contingency Fund for payment to the City of Laguna Woods to process the General Plan Amendment and Zoning Code Amendment; and

~~**RESOLVED FURTHER**, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.~~

***RESOLVED FURTHER, that the officers and agents of this Corporation are directed on behalf of the Corporation to carry out this resolution.***

By way of consensus, the Board moved to send the Trademark/Copyright matter to the Media and Communications Committee for review.

By way of consensus, the Board referred the Contract Signing Policy to the Administrative Process and Procedures Ad-Hoc Committee for review.

#### **NEW BUSINESS**

By way of consensus, the Board referred the Representative for Specific Projects or Programs matter to the Administrative Process and Procedures Ad-Hoc Committee for review.

By way of consensus, the Board moved Discuss and Consider the GRF Ethics Policy/Director Code of Conduct to the January Board meeting.

Without objection, the Board requested that the matter of forming a Laguna Woods Village Audit Committee be sent to the GRF Finance Committee for consideration.

Without objection, the Board referred dedicating a Page on the GRF Website for the Clubhouse 2 Renovation Project to the Media and Communications Committee and the Clubhouse 2 Ad Hoc Committee.

Director Moore moved to dissolve the GRF Legal Search Task Force. Director Roddan seconded the motion. By a vote of 9-0-0 the motion carried.

Director Roddan moved to replace Carol Moore with Kathryn Freshley on the Specific Plan Task Force and to change the name to the General Plan Task Force. Director Stone seconded the motion. By a vote of 9-0-0 the motion carried.

Director Stone moved to replace Mike Comer with Kathryn Freshley on the Restaurant 19 Task Force. Director Feldstein seconded the motion. By a vote of 8-1-0 (Director Klein opposed) and the motion carried.

Without objection, the Board moved to amend the motion to add Margaret Klein to the Restaurant 19 Task Force.

Director Stone read a proposed resolution amending Resolution 90-14-37, adopted August 5, 2014, to replace the wording "Specific Plan" with "General Plan Amendment". Director Stone moved to approve the resolution. Director Shimon seconded the motion and discussion ensued. Director Moore moved to postpone the resolution for 90 days. Director Feldstein seconded the motion. By a vote of 9-0-0 the motion carried.

### **RESOLUTION 90-14-XX**

#### **Garden Center 3 Amendment**

**WHEREAS**, on August 5, 2014, the Board approved funding for the Garden Center 3 preliminary design with an appropriation of \$77,000 funded from the Facilities Fund pending City approval of the Specific Plan; and

**WHEREAS**, on September 2, 2014, Resolution 90-14-47 replaced the Specific Plan with a General Plan Amendment;

**NOW THEREFORE BE IT RESOLVED**, December 2, 2014 that Resolution 90-14-37, adopted August 5, 2014, is hereby amended to replace the wording "Specific Plan" with "General Plan Amendment"; 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.~~

***RESOLVED FURTHER, that the officers and agents of this Corporation are directed on behalf of the Corporation to carry out this resolution.***

Director Shirley entered the meeting at 1:00 PM.

By way of unanimous consensus the Board postponed 'Discuss and Consider Declassification of Legal Documents' to the January meeting.

Director Stone moved to ban all commercial sales within the rented clubhouse facilities and create a policy at the CAC Committee to be brought back to the Board for review and approval. Director Klein seconded the motion.

Director di Lorenzo moved to amend the motion to '*limit*' all commercial sales instead of 'ban' all commercial sales. Director Beckett seconded the motion.

By a vote of 5-6-0 (Directors Freshley, Stone, Roddan, Shimon, Palmer, and Klein opposed) the amendment failed.

By a vote of 6-2-2 (Directors Beckett and Moore abstained; Directors di Lorenzo and Shirley opposed) the original motion carried.

## **CONSENT CALENDAR**

Without objection, the Consent Calendar was approved as amended, and the Board took the following action:

Approved the request from Mutual No. Fifty Board, to transfer a table tennis table from the table tennis room that is being replaced and disposed of, to the Towers, ***to sell it to Mutual No. Fifty for \$1.00.***

## **COMMITTEE REPORTS**

Director Klein reported from the Finance Committee.

Director Klein gave the Treasurer's Report.

Director Stone read a proposed resolution authorizing a transfer of \$1,000,000 from the Non-Discretionary Investment Account to the Discretionary Investment Account. Director Stone moved to approve the resolution. Director Moore seconded the motion and discussion ensued.

By a vote of 10-0-0 the motion carried and the Board of Directors adopted the following resolution:

### **RESOLUTION 90-14-77**

#### **Non-Discretionary Investment Account Transfer**

**WHEREAS**, the Finance Committee desires to maximize interest earnings on invested reserve balances;

**NOW THEREFORE BE IT RESOLVED**, December 2, 2014 that the Board of Directors of this Corporation hereby authorizes the transfer of \$1,000,000 from the non-discretionary investment account held at Bank of America to the discretionary investment account held at Merrill Lynch, managed by Blackrock; and

~~**RESOLVED FURTHER**, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.~~

***RESOLVED FURTHER, that the officers and agents of this Corporation are directed on behalf of the Corporation to carry out this resolution.***

The Board took a brief recess.

Director Stone reported from the Community Activities Committee.

Director Stone read a proposed resolution to approve GRF Pricing Policy relative to the Equestrian Center, raising the percentage of the Horse Boarding Fee, shared (subsidized) by the Community at large, from 64% to 65%:

### **RESOLUTION 90-15-XX**

#### **Equestrian Center Pricing Policy**

**WHEREAS**, according to Resolution 90-12-132, which established guidelines for shared costs and fees, certain fees can be imposed upon users of various recreational facilities in order to control crowding and minimize over-usage, and to recover operating costs; and

**WHEREAS**, by way of Resolution 90-06-32, the Board of Directors adopted a Resident Division Fee Schedule which lists fees charged to residents and non-residents to use GRF shared facilities;

**NOW THEREFORE BE IT RESOLVED**, January 6, 2015, that the Board of Directors of the Corporation hereby adopts the GRF Pricing Policy relative to the Equestrian Center:

#### **Equestrian Center Pricing Policy**

##### **Horse Boarding Fee**

- A Horse Boarding Fee shall be charged, monthly, to residents who wish to board their horse(s) at the Equestrian Center.
- The fee, rounded up to the nearest dollar, shall be based on the estimated monthly cost to board a resident's owned or leased horse, and ~~64%~~ **65%** shared (subsidized) by the Community at large.
- The fee will be adjusted annually on the basis of changes to the operational costs, depreciation costs, and percentage shared by the Community at large.
- The GRF Board of Directors will periodically review the estimated monthly cost of boarded horses and determine what shared percentage to apply in order to maintain an equitable and reasonable division between the user and the monthly assessment (per Resolution 90-12-132, Guidelines for Shared Costs and Fees).
- The cost of feed will be fully absorbed by the resident based on their selection from the menu of options.

##### **Horse Trailer Storage & Horse Transportation Fees**

- If space allows, residents may store their horse trailers at the Equestrian Center. The fee to store a horse trailer shall be the same as that charged for a recreational vehicle in the RV Storage Lots.
- GRF shall be reimbursed the cost of transporting a horse for a resident. The costs include: labor, fuel, and wear and tear on the trailer and vehicle.

#### Trail Ride Fees

- A separate fee shall be charged for trail rides for residents and their guest(s).
- The fees, rounded up to the nearest dollar, shall be based on: the estimated hourly cost of labor and the cost of the horse used to lead the trail ride; and
  - for residents, 64% shared (subsidized) by the Community at large
  - for guests, 25% mark up.
- The fee will be adjusted annually on the basis of changes to the operational costs, depreciation costs, percentage shared by the Community at large for residents, and percentage mark up for guests.

#### Lesson Fees

- Fees shall be charged for individual and group lessons for residents and their guest(s).
- The fees, rounded up to the nearest dollar, shall be based on: the estimated hourly cost of labor and the cost of the horse used to provide the lesson; and
  - for residents, 64% shared (subsidized) by the Community at large
  - for guests, 25% mark up.
- The fee will be adjusted annually on the basis of changes to the operational costs, depreciation costs, percentage shared by the Community at large for residents, and percentage mark up for guests.

#### Horse Rental Fee

- A resident fee and a guest fee shall be charged for the use of a GRF-owned horse for lessons and trail rides.
- The fees, rounded up to the nearest dollar, shall be based on the estimated hourly cost of a GRF-owned horse; and
  - for residents, 64% shared (subsidized) by the Community at large
  - for guests, 25% mark up.
- The fee will be adjusted annually on the basis of changes to the operational costs, depreciation costs, percentage shared by the Community at large for residents, and percentage mark up for guests.

**RESOLVED FURTHER**, that Resolution 90-06-32 adopted May 2, 2006 is hereby amended (Resident Division Fee Schedule) and Resolution 90-13-02 adopted January 4, 2013 is hereby amended (Equestrian Center Pricing Policy); and

~~**RESOLVED FURTHER**, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.~~

***RESOLVED FURTHER, that the officers and agents of this Corporation are directed on behalf of the Corporation to carry out this resolution.***

Director Stone moved to accept the policy as written and postpone it to the January meeting to conform to the 30 day notification requirement. Director di Lorenzo seconded the motion and discussion ensued. By a vote of 10-0-0 the motion carried.

Director Shimon reported from the Mobility and Vehicles Committee.

Director Klein reported from the Security & Community Access Committee.

Ms. Wendy Panizza entered the meeting at 3:00 PM.

The Board discussed the distribution of publications and advertising materials. Ms. Wendy Panizza will prepare a document regarding the distribution of publications and advertising materials for presentation and review at the upcoming Security and Community Access Committee meeting.

Ms. Wendy Panizza left the meeting at 3:25 PM.

Director Stone moved to increase the speed limit on Calle Aragon, by Clubhouse 3, between Avenida Majorca and Avenida Sevilla from 15 MPH to 25 MPH. Director Roddan seconded the motion. Discussion ensued.

Director Shirley called for the question.

By a vote of 8-2-0 (Director Beckett and Moore opposed) the motion carried.

Director Feldstein reported on the Traffic Hearings from the last month.

Mr. Russ Ridgeway entered the meeting at 3:40 PM.

Director Roddan reported from the Maintenance & Construction Committee.

Director Stone moved to create a Task Force of Sharon Roddan, Richard Palmer and Jack Bassler to address the Community Center HVAC and Energy Management System (EMS) Scope of Work. Director Shimon seconded the motion.

By a vote of 10-0-0 the motion carried.

Director Feldstein reported from the Media and Communications Committee.

Director Moore moved to approve, as presented in the agenda, agenda items 19b, 19c, 19d and 19e as a group. Director Stone seconded the motion. By a vote of 9-0-1 (Director Shirley abstained) the motion carried and the following was approved:

Not Paying Retransmission Fees for KTLA.

Not Paying Retransmission Fees for KRCA.



Continue to support NCTC negotiations with Discovery Communications which could result in Discovery Communications to discontinue providing The Discovery Channel, The Learning Channel, Animal Planet, Investigation Discovery, American Heroes Channel, Destination America, Discovery Fit & Health, Velocity, Hub and the Oprah Winfrey Channel to the Broadband System if negotiations continue past the current contract's expiration date of December 31, 2014.

Approve the renewal of the Scripps Agreement which includes the HGTV, Food and DIY Channels.

Director Stone read a proposed resolution approving revisions to the GRF Media Policy:

### **RESOLUTION 90-15-XX**

#### **Media Use Policy Mission Statement and Guidelines**

**WHEREAS**, the Board of Directors of this Corporation adopted a Media Use Policy Mission Statement and Guidelines in order to define the Community's policy for the administration and editorial oversight of all media, including, but not limited to leased access, commercial ad insertion, public service announcements, and event sponsorships that will be consistent with the active lifestyle image of the Community;

**NOW THEREFORE BE IT RESOLVED**, January 6, 2015, that the Board of Directors of this Corporation hereby adopts the revised Media Use Policy Mission Statement and Guidelines, as attached to the official minutes of this meeting; and

**RESOLVED FURTHER**, that Resolution 90-14-44, adopted September 2, 2014 is hereby superseded and cancelled; and

~~**RESOLVED FURTHER**, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.~~

***RESOLVED FURTHER, that the officers and agents of this Corporation are directed on behalf of the Corporation to carry out this resolution.***

Director Stone moved to accept the policy as revised and postpone it to the January meeting to conform to the 30 day notification requirement. Director Moore seconded the motion and discussion ensued. By a vote of 10-0-0 the motion carried.

Director Stone read a proposed resolution approving revisions to the Media and Communications Charter. Director Stone moved to approve the resolution. Director Shimon seconded the motion and discussion ensued.

By a vote of 10-0-0 the motion carried and the Board of Directors adopted the following resolution as corrected:

**RESOLUTION 90-14-78**

GOLDEN RAIN FOUNDATION OF LAGUNA WOODS  
MEDIA AND COMMUNICATIONS COMMITTEE CHARTER

**WHEREAS**, the Media and Communications Committee (formerly the Broadband Committee) has been established pursuant to Article 7, Section 7.1.1 of the Bylaws of the Corporation, and

**NOW THEREFORE BE IT RESOLVED**, December 2, 2014, that the Board of Directors of this Corporation hereby assigns the duties and responsibilities of this Media and Communications Committee, as follows:

1. Perform the duties imposed upon all standing committees as set forth in the resolution entitled, "General Duties of Standing Committees."
2. Serve as liaison between the GRF Board, Broadband Services and Community Relations Division personnel.
3. Promote communication through the Community's website and other electronic based media.
4. Make recommendations to other GRF committees and to the GRF Board of Directors on matters related to areas of responsibility in this Charter.
5. Review the capital requirements, service levels, and projected revenue related to the GRF Broadband Services Division, other activities referenced in this Charter, and make recommendations to the GRF Business Planning Committee.
6. Review all unbudgeted requests for equipment, or programs, etc. originated by the GRF Broadband Services Division and other activities referenced in this Charter, and recommend appropriate action to the Finance Committee.
7. Ensure that the Headend and TV-6 facilities, equipment and operations owned or managed by this corporation are maintained as necessary to sustain a consistent level of performance to meet the requirements of the Community, City of Laguna Woods franchise agreement, and FCC regulations.
8. Maintain effective communications and relationships with external jurisdictions; monitor federal, state, county and local government jurisdictions regarding the impact that proposals/actions may have on the GRF Broadband Services cable system (FCC Rules and Regulations, U.S. Government, California State Government, City of Laguna Woods, neighboring cities, planned communities, etc.) and make recommendations to the GRF Board regarding said impacts.

9. Direct the managing agent to prepare specifications and contracts used for procurement of programming, services, and commercial advertisements. Review and modify criteria as appropriate.
10. Direct the managing agent to implement capital plan projects per Board approved scope of work.
11. Work to promote the optimum and most efficient use of Headend and TV-6 facilities and services.
12. Serve as a liaison between the GRF Board and the managing agent to ensure that broadband services and any associated equipment are appropriate for the intended services.
13. Consider all issues pertaining to the maintenance and operation of the GRF Broadband Services cable system, and make recommendations to all Boards as necessary.
14. Promote good relations, customer service and communication between the residents of Laguna Woods Village, the Golden Rain Foundation, the mutual housing corporations and the relevant service providers; including marketing of broadband services and customer support services.
15. Communicate with and monitor actions of external governmental bodies and other organizations whose policies and actions may have an impact on Laguna Woods Village.
16. Promulgate appropriate public relations programs and policies in order to promote a positive image and good relations among Laguna Woods Village residents, GRF and the housing corporations and surrounding communities as well as the public at large.
17. Perform such other duties as may be assigned by the GRF President ***with Board approval.***

**RESOLVED FURTHER**, that Resolution 90-14-17, adopted April 1, 2014 is hereby superseded and canceled; and

~~**RESOLVED FURTHER**, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this Resolution.~~

***RESOLVED FURTHER, that the officers and agents of this Corporation are directed on behalf of the Corporation to carry out this resolution.***

Mr. Russ Ridgeway left the meeting at 4:10 PM.

Due to time constraints no report was given from the Landscape Committee.

Due to time constraints no report was given from the Energy Committee.

Director Stone read a proposed resolution approving a supplemental appropriation to replace existing fluorescent tube lights with LED tube lights in the Community Center conference rooms and in the table tennis room with an appropriation of \$10,000 funded from the Facilities Fund. Director Stone moved to approve the resolution. Director Shimon seconded the motion and discussion ensued.

Member Bert Moldow (3503-A) commented on the resolution.

By a vote of 10-0-0 the motion carried and the Board of Directors adopted the following resolution:

**RESOLUTION 90-14-79**

**Expand Light-Emitting Diodes (LEDs) in Community Center**

**WHEREAS**, the fluorescent light fixtures in the Community Center conference rooms and in the table tennis room were installed at the time of construction; and

**WHEREAS**, subsequent innovations in lighting technology, including Light Emitting Diode (LED) lighting are now available;

**NOW THEREFORE BE IT RESOLVED**, December 2, 2014, the Board of Directors of this Corporation hereby authorizes a supplemental appropriation to replace existing fluorescent tube lights with LED tube lights in the Community Center conference rooms and in the table tennis room with an appropriation of \$10,000 funded from the Facilities Fund; and

~~**RESOLVED FURTHER**, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this Resolution.~~

***RESOLVED FURTHER, that the officers and agents of this Corporation are directed on behalf of the Corporation to carry out this resolution.***

Director Stone reported from the Clubhouse 2 Renovation Ad Hoc Committee.

**FUTURE AGENDA ITEMS**

The Board discussed use of facilities by non-members.

**DIRECTORS' COMMENTS**

The Directors made their final comments.

**MEETING RECESS**

The regular open meeting recessed at 4:20 PM. and reconvened into Executive Session at 4:25 PM.

**Summary of Previous Closed Session Meetings per Civil Code Section §4935**

During its Regular Executive Session Meeting of November 4, 2014, the Board approved the minutes of the September 4, 2014 Special Executive Session, the minutes of the October 3, 2014 Special Executive Session, and the minutes of the October 7, 2014 Regular Executive Session. The Board held two member disciplinary hearings; discussed the Clubhouse 2 Owner's Representative; discussed and considered legal matters; discussed and considered the Clubhouse 5 Parking Lot LED Lighting Contract; discussed and considered the Hospitality Room at the Stables; and reviewed the Litigation Status Report.

**ADJOURNMENT**

There being no further business to come before the Board of Directors, the meeting adjourned at 5:55 PM.

---

Mary Stone, Secretary

<b>Security Division</b>				
<b>SCHEDULE OF TRAFFIC MONETARY PENALTIES</b>				
<b>Moving Violations</b>	<b>1st Offense</b>	<b>2nd Offense</b>	<b>3rd Offense (or more)</b>	
600 - Speeding ( 6 - 10 MPH )	\$25	\$50		
601 - Speeding (11 - 15 MPH )	\$50	\$100		
602 - Speeding ( 16 MPH and Over)	\$100	\$200		
610 - Failure to Stop	\$50	\$100	\$200.00	

## **Golden Rain Foundation (GRF) Website and Online Communication Policy**

The Community's website, lagunawoodsvillage.com is owned by the Golden Rain Foundation Trust (GRF) (1) for the benefit of its members and residents and (2) to promote the Community to potential residents. GRF also utilizes social media platforms to enhance its online presence. This Website and Online Communication Policy ("Website Policy") is the source for editorial decision making by the Managing Agent's Staff (Staff). The GRF Board is the final decision making body regarding online communication issues.

The Community website and other online communications enable residents and the general public to obtain information about:

- Governance: announcements, agendas, minutes, rules and regulations of the Laguna Woods Village Corporations;
- Community Activities: recreational, social, educational and cultural opportunities;
- Community News: project status, scheduled closures and on-going construction;
- News and communications from the City of Laguna Woods, the County of Orange, and other municipal organizations;
- Links to a small number of GRF approved commercial products and services such as the Towers dining room service company, and the current temperature display;
- Links to external websites such as selected government agencies and non-profit corporations, as approved by the GRF Board.

**1. Guidelines.** In the interest of providing information that is beneficial to the residents of the Community, and promote the Community to potential future residents and the general public, online communication must provide information to the Community that maintains a high level of consistent messaging.

- Online communications must contain:
  - A focus on information for community residents and potential future residents.
  - High editorial and creative quality information that will accurately reflect Board actions and policies.
  - Content that does 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.
- Use of the Community's website in any way that is harmful to or interferes with the use of the website; results in the publication of any threatening or offensive material; is a security risk; or a violation of privacy or confidentiality is prohibited.
- The Community may be referred to online as "Laguna Woods Village," "The Village," or "The Community." At no time shall any information contain the words "Leisure" and "World," abbreviation LW or LWV consecutively as the community's name has been formally changed to Laguna Woods Village.
- Advertising is prohibited on the Community's website and other online and electronic communications, except in certain GRF approved instances.

**2. Social Media Webpages.** Comments are welcome and encouraged on the various Laguna Woods Village social media webpages.

- Comments must be civil. Comments containing profanity, vulgarity, racial slurs or personal attacks will be removed.
- Comments containing advertisements for products and services not endorsed by the Golden Rain Foundation, also known as “Spam,” will be removed.
- GRF is not responsible for comments made on social media.

**3. Registered Laguna Woods Village Club/Organization Webpages.** Registered Laguna Woods Village Clubs or other Registered Organizations are permitted to have a webpage on the Community’s website under the following conditions:

- Upon submission of a completed Website User Agreement (available at [lagunawoodsvillage.com](http://lagunawoodsvillage.com)).
- Adherence to the Website Policy.
- Maintaining current and accurate information.

The information, opinions and all other content on Club webpages are solely the responsibility of the particular Club. Neither GRF nor Staff is responsible for the accuracy or content of information on Club webpages, and all responsibility therefore is hereby denied.

All statements, actions and failures to act by any Club or Club member shall be the sole responsibility of that Club and its members. GRF does not endorse, approve or authorize such conduct, and expressly disclaims all responsibility and liability therefore, without exception.

**4. Right to Refuse Content.** GRF reserves the right to refuse, edit or withdraw online content in violation of the Website Policy, and to terminate any person’s or organization’s right to post materials on GRF’s website.

**5. Request Review Process.** Online communications will be evaluated for conformity with these guidelines by Staff.

In those cases in which Staff determines that posted material violates the Website Policy, Staff shall advise the submitting organization that the advertisement or messaging is not acceptable and will remove the online content. If the organization wishes to challenge the decision, an appeal may be directed to the GRF Board of Directors for final resolution.



### **GRF Event Sponsorship Policy**

GRF will sponsor a limited number of events held in the community to provide an opportunity to expose residents to current information on topics that interest the community. An event organizer can be an individual, a club, or a committee and will use the following guidelines:

- The designated organizer must fill out a Special Event Request Form for the event and submit it for approval to the GRF Government and Public Relations Committee staff officer at least 60 days prior to the proposed date of the event.
- Facility rental rates for the event organizer will be equivalent to current club facility rental rates, unless it is an approved GRF sponsored function.
- GRF sponsorship provides the following:
  - GRF Oversight
  - Promotional Support
  - Venue and Equipment Access
- To offset the cost of holding the event, a sponsor/vendor/agency may provide goods, services or a sponsorship fee to GRF.
  - Sponsorship fee payment must be made to GRF 30 days prior to the event.
    - Funds will be utilized to offset the cost of holding the event.
  - Product or service information must be submitted for approval to the staff officer of the committee overseeing the event at least 30 days prior or in a time-frame required to meet the program printing schedule.
  - Event banners, flyers or any display materials must be submitted for approval to the staff officer of the committee overseeing the event at least 30 days prior or in a time-frame required to meet the program printing schedule.
- All event participants must follow the current Recreation Division Policy relative to the use of GRF Facilities.
- GRF reserves the right to refuse, edit or withdraw materials in violation of the GRF Event Sponsorship Policy, and to terminate the agreement at any time.
- Information, goods and/or services promoted at a GRF-Sponsored Event must contain all of the following:
  - Community relevance.
  - High editorial and creative quality.
  - A focus on information for community residents and potential future residents.
  - Language that free of defamatory, illegal or indecent information.
- Arguments for or against Laguna Woods Village corporation policies or actions will not be permitted.



# 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, appearances, 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 always 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 Programming 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:

#### **thisday**

**thisday**, 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. **thisday** 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, **thisday**, 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 **thisday** must be scheduled in advance and coordinated by the corporation President. The segment must comply with all policies of Channel 6.

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. The Club or Organization may also purchase additional short form air time segments which must comply with all policies of Channel 6.

Individuals, businesses and advertisers may purchase short form air time on **thisday** 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 **thisday** 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. **Community Bulletin Board Advertising Rates:** Two Electronic Pages

Weekday \$75.00

Weekends \$200.00

Week \$350.00\*

\* includes one ten minute segment on the "thisday" 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***

	<i>Mid-6am</i>	<i>6am-4pm</i>	<i>4pm-Mid</i>	<i>Fix Day Part</i>	<i>Prime Time</i>
<b>NEWS</b>					
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
<b>SPORTS</b>					
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
<b>ENTERTAINMENT</b>					
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
<b>LIFESTYLE</b>					
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 C

### CHANNEL 6 LAGUNA WOODS VILLAGE TELEVISION

**LOCAL ORIENTATION PROGRAM AGREEMENT**

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

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Program Name:

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Person Submitting Program:

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Title:

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Phone:

E-Mail:

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Fee (Payable in Advance):

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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 ORIENTATION 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 be 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 agent 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.

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## 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.