

Appendix A:

Hollis Community Television, 7 Monument Square, Hollis, NH 03049
Tel: 603-464 2209 Fax: 603-465 3701 www.hollis.nh.us

Statement of Compliance

Producer/Endorser _____

Program _____

Address _____ Phone _____

I have read and agree to abide by the policies and procedures of Hollis Community Television.

Additionally:

- 1) I am familiar with the nature of this program and accept full responsibility for its content.
- 2) I understand that the following material is prohibited, I alone am responsible (not HCTV) to make sure the program complies with the following:
 - Advertising material designed to promote the sale of commercial products or services, or material which identifies any product, service, trademark, or brand name in a manner which is not reasonably related to the non-commercial use of such a product, service, trademark, or brand name on the program
 - Commercial programming which in whole or in part depicts, demonstrates, or discusses products, services, or business with the intent or substantial effect of benefiting or enhancing a profit-making enterprise
 - The direct solicitation or appeals for funds or other things of value for any and all purposes except for non-profit organizations.
 - Material which is obscene as defined in New Hampshire RSA Chapter 650
 - Any programming that constitutes or promotes any lottery or gambling enterprise that is in violation of any local laws
 - Material which constitutes libel, slander, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright, or which may violate any local, state, or federal law
 - Material that has a reasonable probability of creating an immediate danger or damage to property, injury to persons, or creating a public nuisance

- Material that has a reasonable probability of causing the substantial obstruction of law enforcement or other governmental functions or services

3) I have obtained all of the clearances and releases (permissions) from any and all organizations, individuals and groups that are necessary to legally tape and cablecast this program.

4) In recognition of the fact that neither HCTV staff nor any employees or representatives of the Town of Hollis, or Charter are censoring the content of this program, I understand and agree to indemnify and hold harmless HCTV, the Town of Hollis, and Charter from any liability or other injury (including reasonable costs of the defending claims or litigations) arising from or in connection with claims for failure to comply with any applicable laws, rules, regulations, or other requirements of local, state and/or federal authorities; for claims of libel, slander, invasion of privacy, or infringement of common or statutory copyright for unauthorized use of trademark, trade name, or service mark; for breach of contractual or other obligation owing third parties by company; and for any other injury or damage in law or equity which claims result from the producer/sponsor's use of HCTV or PEG channels.

5) I am aware that PEG channels, the HCTV studio and its equipment cannot be used for financial gain or other commercial purpose. I understand that all programs made utilizing the HCTV studio and equipment must be cablecast on the PEG channel unless such use has been specifically outlined as an exception in the Policies and Procedures. The following information is agreed to at the discretion of the producer/sponsor (please initial your response):

1) The HCTV staff may cablecast this program as often as they deem appropriate:

YES ___ NO ___

2) Clips of raw footage may be retained as file footage: YES ___ NO ___

3) This program may be shared with other PEG centers: YES ___ NO ___

4) As stated in section 3.7 in the Policies & Procedures, the HCTV staff may copy this program upon request.

YES ___ NO ___

5) Please note any specific restrictions or instructions here

Signature:

Date: _____

(If the producer/sponsor is a minor, a parent or legal guardian's signature is required)

Signature:

Date: _____

Print Name:

Address:

Phone:

Appendix C

Section 650: 1 Definitions.

Page 1 of 1

CHAPTER 650
OBSCENE MATTER
General Provisions
Section 650: 1

650: 1 Definitions. - In this chapter:

I. "Disseminate" means to import, publish, produce, print, manufacture, distribute, sell, lease, exhibit or display.

II. "Knowledge" means general awareness of the nature of the content of the material.

III. "Material" means any printed matter, visual representation, live performance or sound recording including, but not limited to, books, magazines, motion picture films, pamphlets, phonographic records, pictures, photographs, figures, statues, plays, dances or other representation or embodiment of the obscene. Undeveloped photographs, molds, printing plates, and the like, shall be deemed obscene material notwithstanding that processing or other acts may be required to make the obscenity patent or to disseminate it.

IV. Material is "obscene" if, considered as a whole, to the average person

(a) When applying the contemporary standards of the county within which the obscenity offense was committed, its predominant appeal is to the prurient interest in sex, that is, an interest in lewdness or lascivious thoughts;

(b) It depicts or describes sexual conduct in a manner so explicit as to be patently offensive; and (c) It lacks serious literary, artistic, political or scientific value.

V. "Predominant appeal" shall be judged with reference to ordinary adults unless it appears from

the character of the material or the circumstances of its dissemination to be designed for children or other specially susceptible audience.

VI. "Sexual conduct" means human masturbation, sexual intercourse, actual or simulated, normal or perverted, whether alone or between members of the same or opposite sex or between humans and animals, any depiction or representation of excretory functions, any lewd exhibitions of the genitals, flagellation or torture in the context of a sexual relationship. Sexual intercourse is simulated when it depicts explicit sexual intercourse which gives the appearance of the consummation of sexual intercourse, normal or perverted.

VII. "Child" means a person under the age of 18.

Source. 1971,518:1. 1976,46:3.1977,199:3.1994,60:1, eff. Jan. 1, 1995.

<http://www.gencourt.state.nh.us/rsa/html/LXII/650/650-1.htm>

09/01/2004

Section 650:2 Offenses.

Page 1 of 1

CHAPTER 650
OBSCENE MATTER
General Provisions
Section 650:2

650:2 Offenses. -

I. A person is guilty of a misdemeanor if he commits obscenity when, with knowledge of the nature of content thereof, he:

- (a) Sells, delivers or provides, or offers or agrees to sell, deliver or provide, any obscene material; or
- (b) Presents or directs an obscene play, dance or performance, or participates in that portion thereof which makes it obscene; or
- (c) Publishes, exhibits or otherwise makes available any obscene material; or
- (d) Possesses any obscene material for purposes of sale or other commercial dissemination; or
- (e) Sells, advertises or otherwise commercially disseminates material, whether or not obscene, by representing or suggesting "that it is obscene.

II. A person who commits any of the acts specified in subparagraphs (a) through (e) of paragraph I with knowledge that such act involves a child in material deemed obscene pursuant to this chapter is guilty of:

- (a) A class B felony if such person has had no prior convictions in this state or another state for the conduct described in this paragraph;
- (b) A class A felony if such person has had one or more prior convictions in this state or another state for the conduct described in this paragraph.

III. For the second and for each subsequent violation of paragraph I, such person shall be guilty of a class B felony.

Source. 1971,518:1. 1976,46:4. 1977, 199:2. 1983,448:3. 1994,60:2, err. Jan. 1, 1995.