

# DAVIS MEDIA ACCESS RULES & POLICIES

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## **Article I. WELCOME TO DAVIS MEDIA ACCESS**

### **Section 1.01 Mission Statement**

Our mission is to enrich and strengthen the community by providing alternatives to commercial media for local voices, opinions and creative endeavors. *(Mission statement approved by the DMA Board of Directors, September 2006).*

### **Section 1.02 Background & History**

Davis Media Access is a non-profit, membership-based media center offering community members the tools and training to produce their own programs for Davis Community Television Channel 15 and KDRT 101.5 FM.

DMA was originally incorporated in 1988 as Davis Community Television, a 501 (c)(3) non-profit organization. DMA launched KDRT in 2004, and adopted the business name "Davis Media Access" in 2007.

Public access television is unique. Much of the programming on DMA's media outlets is created by volunteer producers who are members of our community. DMA provides a unique and powerful venue for citizen expression in Davis, a forum for public discourse and dialogue, and a showcase for local issues and events. DMA's services and facilities are available to all members of the Davis community on a non-discriminatory, first-come, first-served basis.

Programs produced through DMA are the sole responsibility of the volunteer producers involved. DMA's staff provides assistance but does not influence content in any way. In this way, the programs seen on DMA reflect the diverse interests and viewpoints of the Davis community.

### **Section 1.03 Purpose of the Rules & Policies**

These Rules and Policies are intended to encourage maximum participation by eligible individuals and groups in a fair and equitable manner. Articles I-III apply to all activities related to Davis Media Access including but not limited to KDRT 101.5 FM and DCTV Channel 15. Articles IV-VII apply only to activities related to DCTV Channel 15. For Rules and Policies specific to KDRT 101.5 FM refer to the KDRT Volunteer Information and Training Manual.

These Rules and Policies are not, and never will be, complete. They will evolve with the growth and development of DMA and the concrete experiences of those who use its facilities and services. Amendments to this document may be considered and implemented by the DMA Executive Director at any time, and will be posted in the offices of DMA.

You have the right to discuss exceptions to these Rules and Policies.

## **Article II. ELIGIBILITY**

### **Section 2.01 General Eligibility**

In order to take part in DMA activities you must first establish eligibility.

You must be at least 14 years old and:

- Be a verifiable resident of Davis
- Work for a business or organization in Davis
- Be a student at a local educational institution
- Be an official member of the local chapter of an organization serving the Davis community

## **Section 2.02 Statement of Non-Discrimination**

DMA does not discriminate on the basis of race, color, creed, national origin, gender, sexual preference, age, religious belief, social philosophy, political affiliation, economic status or physical ability.

## **Section 2.03 Special Needs**

DMA will make every effort to accommodate those with disabilities or special needs.

## **Section 2.04 Age Policy**

If you under the age of 18, you may have access to DMA's equipment and facilities under the following conditions:

Students aged 14-17 may participate in DMA's workshops and programs with parental involvement. Interested minors and a parent or legal guardian must attend a Volunteer Meeting. If the minor wishes to enroll in a DMA workshop, he or she must then attend a parental involvement meeting with their parent or guardian and a DMA staff member. This meeting will spell out the legal and logistical issues related to minors -- access to equipment, facility, financial liability, and channel time.

Both the minor and his/her parent or guardian will sign a "Statement of Compliance," making accountability clear, expectations obvious, and ensuring everyone understands the responsibility and use issues. After the parental involvement meeting, the minor will be treated the same as an adult, with the same rights and responsibilities

Students aged 10-13 may participate in periodically offered workshops aimed at their age group. See a staff person for details.

## **Article III. CODE OF CONDUCT**

### **Section 3.01 General Statement**

To ensure DMA equipment and facilities remain in good working order, are available to the broadest range of users, and are used in such a manner as to fulfill DMA's contractual obligation to the City of Davis, DMA reserves the right to refuse services on a temporary or permanent basis, or otherwise initiate suspension of services, disciplinary actions, or other legal action against individuals or groups interfering with or jeopardizing DMA's operations or otherwise violating the DMA Rules and Policies, under which DMA provides training, equipment, facilities, channel space, and other services.

### **Section 3.02 General Violations**

Include but are not limited by:

- 1) Consuming alcohol or illegal substances in or around the DMA facilities
- 2) Interfering with the orderly conduct of DMA activities
- 3) Theft, vandalism, or willful damage of DMA facilities or equipment
- 4) Willful injury to or theft of the personal property of DMA staff, users, or visitors
- 5) False representation as a DMA employee or representative

- 6) Use of facilities or equipment for private, commercial, or any purpose other than for the production of programming for cablecast on Channel 15
- 7) Chronic and willful disregard for DMA's Rules and Policies
- 8) Misuse, abuse, or negligent use of DMA facilities and equipment
- 9) Failure to return equipment through intent, negligence, loss, or theft
- 10) Making false or misleading statements on DMA forms
- 11) Removal of equipment from DMA facilities without proper check-out
- 12) Use of equipment by non-certified individuals
- 13) Failure to return equipment on time, or to cancel reservation without sufficient notice, or late return of equipment without authorized extension
- 14) Return of functional, but dirty equipment
- 15) Unsafe or improper use of DMA facilities and equipment
- 16) Improper packing of DMA equipment for transport
- 17) Attempted disassembly or repair of DMA facilities or equipment
- 18) Smoking, drinking or eating while in designated DMA production facilities, or while operating DMA equipment
- 19) Any other violation of Rules and Policies

### **Section 3.03 Disciplinary Actions**

Disciplinary action may include suspension of privileges for varied lengths of time or permanent suspension when necessary. Disciplinary action could also include re-attendance at a meeting or training session, or the demonstration of proficiencies or understandings.

### **Section 3.04 Complaints, Dispute Resolution and Appeals Process**

If you dispute disciplinary action taken against you or have experienced unlawful harassment, provide a written complaint to the executive director as soon as possible after the incident. If the incident involves the executive director, please deliver your written complaint to the president of the DMA board of directors. Your complaint should include details of the incident or incidents, names of the individuals involved and names of any witnesses. Davis Media Access will immediately undertake effective, thorough and objective investigation of the allegations.

If DMA determines the complaint is valid, effective action will be taken in accordance with the circumstances involved. Any employee determined by DMA to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to and including termination. Whatever action is taken against the harasser will be made known to the person lodging the complaint and DMA will take appropriate action to remedy any loss resulting from harassment. DMA will not retaliate against you for filing a complaint and will not tolerate or permit retaliation by management, employees or volunteers.

### **Section 3.05 Unlawful Harassment**

Prohibited unlawful harassment because of sex, race, religious creed, color, national origin, or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation or any other protected basis includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments
- Visual conduct such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures
- Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors
- Retaliation for having reported or threatened to report harassment

If you believe that you have been unlawfully harassed, refer to Section 3.04 "Complaints, Dispute Resolution and Appeals Process."

Davis Media Access encourages all volunteers to report any incidents of harassment forbidden by this policy immediately so that complaints can be quickly and fairly resolved. You should also be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency. The nearest office is listed in the telephone book.

## **RULES & POLICIES FOR DCTV CHANNEL 15**

### **Article IV. TRAINING & CERTIFICATION**

#### **Section 4.01 Volunteer Meeting**

The first step to becoming involved is attendance at a Volunteer Meeting. Meetings are free, offered regularly and open to the public. Please see [www.davismedia.org](http://www.davismedia.org) or ask a staff member for details.

Training, certification and volunteer opportunities will be clearly explained at Volunteer Meetings.

#### **Section 4.02 Workshop Registration**

DMA offers scheduled workshops from time to time. Individuals may register for a DMA workshop at any time after attending a Volunteer Meeting. Enrollment is on a first-come, first-served basis, and payment is required at the time of registration.

#### **Section 4.03 Statement of Compliance**

You must sign the DMA "Statement of Compliance" and place on file a copy of a current photo ID. The Statement of Compliance is intended to hold harmless DMA, DMA staff, the City of Davis, Comcast cable or representatives of the preceding organizations from any legal responsibilities occurring as of the result of your use of DMA facilities or equipment, or from programming aired at your request.

#### **Section 4.04 Active Volunteer Producer's List**

Anyone completing training may elect to have his or her name added to the Active VP List. Doing so means one may be recruited to produce or crew for others' productions.

### **Article V. EQUIPMENT USE**

## **Section 5.01 Reservations**

Production Equipment may be reserved by telephone or in person.

A "Production Proposal" approved by DMA staff must already be on file in order to use or reserve DMA equipment or space.

A date, time and length the equipment will be reserved for must be specified.

Reservations are made on a first-come, first-served basis.

Only one reservation per production may be made at a time. However, current series producers are exempt from this rule and may make up to a quarter's worth of series reservations at a time.

Equipment reservations will be canceled 15 minutes following a "no-show." A record of the no-show will be placed on file.

Equipment reservations will be canceled at the option of DMA staff if the equipment reserved becomes out of order.

## **Section 5.02 Equipment Checkout**

At least 20 minutes must be allowed for the checkout process.

Only DMA staff may retrieve equipment and supplies from DMA shelves. You are not allowed access to DMA equipment storage shelves and equipment storage facilities, unless specifically given permission by staff.

No field equipment may be checked out or reserved within 30 minutes of DMA's opening or closing hours.

It is your responsibility to review the "Equipment Checkout" form, and verify you are taking exactly what is indicated on the form.

You must read and sign the Equipment Checkout form, stating the equipment was received in proper working order, assume complete financial responsibility, and use of the equipment is lawful and in compliance with DMA rules.

You are responsible for any losses or damages to DMA field equipment while equipment is within your possession.

It is the responsibility of DMA to ensure equipment is in proper working order prior to checkout. If the equipment is not in good working order the defect must be noted on the "Equipment Checkout" form prior to checkout and you are informed of the known defect at the time of checkout.

## **Section 5.03 Equipment Check in**

Allow at least 20 minutes for the check-in process.

You are responsible for reporting any malfunctioning or damaged equipment at the time of check-in.

DMA staff must sign the "Equipment Checkout" form, verifying all checked-out equipment has been returned. This does not, however, verify the equipment has yet been inspected for damage, nor does it release you from any undiscovered damaged equipment liability.

DMA staff, at the time of check-in, must inspect all returned equipment for any obvious damage. Staff will contact you if any unreported damages are subsequently discovered.

Cables and cords must be coiled and neatly secured.

DMA staff will put away all equipment and supplies on DMA shelves.

#### **Section 5.04 Appropriate Use of Equipment**

Equipment and facilities may not be reconfigured.

You, or your guests, may not attempt any dismantling or repairs of any DMA equipment or facilities.

Access to the connections behind equipment is not permitted.

Food and drink is absolutely prohibited in DMA's production suites and studio. Food and drink may be consumed only in the outer hallway, green room or in the offices by permission. You and your guests should be sure to dispose of any remaining trash.

It is expected you will leave the facilities in a neat manner, including cleaning up any notes and scrap paper and returning cables, connectors and any other equipment to staff or to their proper storage facilities.

#### **Section 5.05 Liabilities**

You are expected to care for DMA equipment in a professional, responsible manner, as discussed in DMA workshops.

You are financially responsible for equipment or facilities returned in a damaged condition (other than normal wear and tear), or equipment which is lost or stolen. Check-out privileges will be suspended until any outstanding reimbursements for damaged equipment have been settled.

You shall not attempt to operate equipment with which you are unfamiliar.

You may not allow untrained (uncertified) volunteers or guests to operate equipment.

#### **Section 5.06 Time Limits**

The time limit for the use of DMA onsite equipment or facilities is four hours maximum.

The time limit for the use of DMA field equipment is 48 hours maximum.

The above time limits may be extended on a first-come, first-served basis. Please call to discuss with a staff member. However, under no circumstances may field equipment be checked out for longer than a period of 72 hours.

You must demonstrate satisfactory progress is being made on any project. DMA generally allows a maximum of three months to complete the shooting for any given project, or the time specified on the approved Production Proposal.

### **Article VI. PROGRAMMING GUIDELINES**

#### **Section 6.01 Types of Programming**

##### **(a) Volunteer Produced**

Programming produced by volunteers. Volunteer arranges all aspects of production and is fully liable for the content of the program.

**(b) Staff Produced**

Programming produced by DMA staff. Staff arranges all aspects of production and is fully liable for the content of the program.

**(c) Election & Campaign Programming**

Programming produced by DMA staff, volunteers or from outside sources related to governmental elections.

**(d) Sponsored Programming**

Programming produced outside of DMA (other public access centers, non-profits, home, etc.) and submitted for cablecast by eligible users for cablecast called sponsors. The sponsor assumes all liability for the program.

**Section 6.02 Prohibited Programming**

DMA will not cablecast the following programming:

**(a) Non-Commercial Policy**

As with all programming on the public access channel, programming must be non-commercial. News, "educational" or "instructional" programming may also be determined to be commercial if it contains direct solicitation of purchase of items or services; specific prices, specials, or sales; if you receive, directly, or indirectly, profit-making compensation from anyone or any organization or business shown in the program as a result of it being cablecast on DMA; or if the overall tone of the program appears to be more commercial in nature rather than informational/educational or newsworthy in nature.

**(b) No Advertising**

Programming must not contain direct advertising material. Advertising material either promotes the sale of goods and merchandise, promotes the purchase of services, or contains the solicitation of dues, pledges, or contributions from profit and non-profit businesses or organizations.

This section shall not apply to programs produced by non-profit organizations to raise funds specifically to support public access programming.

**(c) No Purchased Content**

Because DMA operates as a non-profit, non-commercial, community media center, DMA does not pay for programming. You agree to allow DMA to cablecast programming without compensation of any kind. Nor does DMA pay for excerpts of any program or material included in DMA sampler videotapes, training materials, or promotional materials.

**(d) No Obscene Material**

Material which is determined to be obscene as defined by the United States Supreme Court is prohibited. Please note: DMA does not make determinations or offer opinions as to what is or may be legally obscene. You are encouraged to seek legal counsel for these determinations.

**(e) No Dangerous Programming**

Material which has a reasonable probability of creating an immediate danger or damage to property or injury to persons is prohibited.



**(f) No Copyrighted Material Without Permission**

Copyrighted material for which written legal permission has not been properly obtained is prohibited. This rule does not seek to limit or infringe a client's right to "Fair Use" of copyrighted material. DMA does not make determinations or offer opinions as to "Fair Use." You are encouraged to seek legal counsel for these determinations.

**(g) Other Restricted Material**

Material which constitutes libel, slander, invasion of privacy, unfair competition, or which may violate any local, state, or federal law is prohibited.

**Section 6.03 Sensitive or Adult Material**

Material not suitable for all audiences may be considered sensitive or adult material. DMA only cablecasts sensitive or adult material between the "safe harbor" hours of 11 p.m. and 4 a.m., Monday-Friday. DMA does not pre-screen material submitted for cablecast to determine if it is sensitive or adult in nature. It is up to the submitter of the program to make this determination. However, generally material containing profanity, excessive violence and nudity is considered adult and sensitive material.

If after cablecasting the program a viewer complaint arises regarding the suitability of the programming for all audiences, DMA will only schedule further cablecasts of the program during safe harbor hours.

**Section 6.04 Programming Complaints**

Periodically DMA receives complaints regarding the content of programming cablecast on Channel 15. It is the policy of DMA staff to respond to complaints promptly. Complaints shall be brought to the attention of the Executive Director. DMA staff will make a "good faith" effort to arrive at a reasonable compromise between the rights of the programmer and the concerns of the complainant. DMA will only make determinations if the programming is prohibited if it violates our non-commercial or no advertising policy. Programming alleged to be obscene will be moved to safe harbor unless prohibited by court order. Programming alleged to be dangerous, in violation of copyright or containing restricted material as defined in Section 6.02 will only be prohibited by court order.

**Section 6.05 Prescreening**

DMA does not and cannot pre-screen programming, and thus cannot know or predict the possible content of a program. We must rely on the information provided by the person submitting the program for cablecast.

DMA may at its discretion preview programming to ensure it meets DMA's technical quality standards.

**Section 6.06 Content Liability**

You shall agree in writing, as a condition of cablecast, to indemnify and hold harmless DMA and its directors, officers, agents, and employees from and against any and all claims or other injury (including reasonable cost of defending claims or litigations) arising from or in connection with claims of loss or damage to person or property arising out of failure to comply with any applicable laws, rules, regulations, or other requirements of local, state, or federal authorities, for claims of libel, slander, invasion of privacy, or infringement of common law or statutory copyright, for breach of contract or other injury or damage in law or equity which claims result from the cablecast of your program.

Any inquires from the community about programs will be directed to the producer or sponsor of the program. Failure to provide a correct address and phone number, or failure to notify DMA of updated addresses and phone numbers may disqualify a producer or sponsor.

#### **Section 6.07 Licenses for Cablecast**

When presenting a program for cablecast, you shall agree in writing, as condition of the cablecast, that you have legal clearances for cablecast on Channel 15 of all audio and visual material contained in their program.

This rule does not seek to limit or infringe your right to "Fair Use" of copyrighted material. DMA does not make determinations or offer opinions as to "Fair Use." You are encouraged to seek legal counsel for these determinations.

#### **Section 6.08 Talent Release**

When presenting a videotape for cablecast, you shall agree in writing, as condition of the cablecast, you have obtained all written legal releases and clearances from talent featured in your program.

DMA recommends you secure talent releases prior to videotaping talent.

This rule does not seek to limit or infringe your right to document people or events in public settings. DMA does not make determinations or offer opinions as to a person's reasonable expectation of privacy. You are encouraged to seek legal counsel for these determinations.

#### **Section 6.09 Ownership and Control of Program Content**

You have the right to choose how the content of your program may be used by others. However, unless otherwise stated, DMA assumes the program is covered by the Creative Commons Attribution-NonCommercial-ShareAlike 2.5 License.

#### **Section 6.10 Distribution Rights**

DMA has the right of first and subsequent showings on its channel for programs produced at its facilities. DMA has the right to make and keep a copy of programming for archives purposes, and to use the program and excerpts for promotional purposes.

#### **Section 6.11 Underwriting**

You may seek production funding, called underwriting, for your programs from private and/or public sources. Underwriting is for the purpose of recovering the direct costs, if any, associated with producing a program.

Underwriting may not violate DMA's non-commercialization policy, as further explained in the Programming Guidelines, Content Restrictions section.

Underwriting agreements should be put in writing. Underwriting agreements should make it clear there is no guarantee a program will in fact be produced or cablecast. There is no guarantee by DMA a program will be produced or cablecast, as the agreement is between the producer and the underwriter.

#### **Section 6.12 Compensation & Third-Party Agreements**

Current law prohibits any individual or entity from deriving a financial benefit from the 501 (c)(3) status of DMA.

Should any production created through the facilities of DMA develop commercial value, or should the producer of any program, after the program is cablecast on DMA, receive monetary compensation for the program including, but not limited to, donations, underwriting, program sale or lease, or on-air solicitation (telethon), in excess of the out-of-pocket expenses incurred in producing the program as a result of its cablecast on DCTV; DMA may consider the program to have been commercial in nature and charge the producer for use of facility, access channel time, and staff time.

This Section shall not apply to programs produced by non-profit organizations to raise funds specifically to support public access programming.

### **Section 6.13 Dub Policy & Cost**

Upon request, copies of a program cablecast on DCTV may be purchased. The community member must *first* obtain permission from the program producer or program sponsor.

Dubbed programming produced at DMA may not be used for any commercial purposes, or in any other way violate DMA "Rules and Procedures."

### **Section 6.14 Producer's Copy**

You may make *one* free copy of your edited program, providing your own media. You must make the copy yourself. There will be a dub fee charged per dub for each additional dub (beyond the one free dub), and these additional dubs must be requested through and made by staff. Since the dubbing of programming is a no-priority use of DMA equipment, equipment time may not be reserved for the purpose of making dubs.

### **Section 6.15 Edited Masters**

#### **(a) Technical Requirements**

- (i) DMA will not cablecast degraded multi-generational copies (dubs) of programming.
- (ii) DMA will not cablecast programming containing an intermittent or missing control track.
- (iii) DMA will not cablecast programming containing video above 100 IRE or below 7.5 IRE.
- (iv) DMA will not cablecast programming containing severe audio problems consisting of, but not limited to, low audio levels, high audio levels, no audio levels, or audio "hums."

#### **(b) Formats**

- (i) DMA will only accept programming for cablecast in a format compatible with existing and installed playback video tape machines in DMA's playback control center.

#### **(c) General Quality Guidelines**

- (i) DMA strives to maintain a minimum technical standard to better serve its viewers. The standards DMA has developed will not only help DMA maintain its credibility, but will also help attract more viewers to your program.
- (ii) You must provide DMA with high quality copies of original programming.
- (iii) DMA may, at its discretion, request to preview programming to assure it meets DMA's technical quality standards.

**(d) Leader, Trailer and Credits**

- (i) DMA requires at the beginning of the program, a minimum of thirty seconds of video black for tape media and five seconds black for DVD media.
- (ii) DMA requires at the end of the program, a minimum of thirty seconds of video black.

**(e) Program Lengths**

- (i) DMA has no length requirement for programming. However, DMA cannot guarantee or schedule cablecast of programming less than 15 minutes in length.
- (ii) DMA requests the length of program be evenly divisible by 15 minutes.
- (iii) The longer a program is, the potentially more difficult it may be to schedule.

**(f) Multiple Programs on One Tape**

You should provide masters to DMA containing only one program. In rare cases, DMA may accept a master containing more than one program, but you must receive prior approval and the master must comply with the following.

- (i) Each program should have a leader of some sort that separates it from other programs, preferably a slate and/or countdown or DVD chapter.
- (ii) Concise written instructions must accompany the tape (the DMA Cablecast Request Form), indicating exactly (in minutes and seconds) where the program begins on the videotape.

**Article VII. PROGRAM SCHEDULING & CHANNEL USE**

**Section 7.01 Scheduling a Program**

A "Cablecast Request" form is required for each program submitted for cablecast.

You must submit to DMA the program to be cablecast *no later than 5 p.m.* Thursday, 2 weeks prior to its cablecast date.

**Section 7.02 Program Promotion and Publicity**

DMA requires a brief written program content description with all programs submitted for cablecast. This is done on the "Cablecast Request Form." The description will be used in the Channel 15 programming schedule, which is published in The Davis Enterprise and on DMA's website.

You are responsible for any other form of program promotion and publicity.

**Section 7.03 Scheduling Priorities**

Original DMA volunteer produced programs will be guaranteed one "premiere" showing on Channel 15. (If the program is less than 7 minutes, it may repeat within a 15-minute time slot.) This date and time may be selected by the program producer for any unscheduled date and time in the DMA programming schedule, on a first-come, first served basis. Producers must, however, comply with all DMA programming deadlines, rules, and procedures.

During election season, DMA will treat election-related PSAs as programs and schedule them accordingly. The repeat programming policy will be in effect.

#### **Section 7.04 Repeat Programming Policy**

Programs previously scheduled on Channel 15 may be repeated, at the request of the producer. These subsequent repeat cablecasts, however, will only be accepted as requests, and cannot be guaranteed. DMA scheduling staff will not be able to confirm the time and date of a repeat program until after new programs have been submitted and scheduled for the week.

A volunteer producer may only request one repeat per program per week.

Requests for repeats may not be made more than a month in advance of the "turn-in" deadline.

Only after original volunteer producer/sponsored programs have been scheduled for the week will DMA consider requests for repeats of previously cablecast material.

DMA scheduling staff will fill all remaining unused cablecast time with requested repeat programming. DMA will make every effort to give equal time (time meaning number of time slots, not minutes of time) to all requests. When there are more requests for time slots than the schedule can accommodate, programming which is higher on the programming priority list will be given first consideration. It is also the goal of DMA scheduling staff to fill the schedule as tightly as possible.

##### **Repeat Programming Priority**

- 1) Volunteer Produced series programming
- 2) Volunteer Produced single programs
- 3) Sponsored series programming
- 4) Sponsored single programs

In addition to the above priorities, consideration will be given to those programs which have been scheduled the fewest number of times.

DMA may elect to cablecast programming at other unscheduled times at its discretion, unless specifically prohibited in writing by the producer at the time the videotape is delivered for scheduled cablecast.

#### **Section 7.05 Series Programming**

To allow for regularly scheduled programming in the same time slot on a given day of the week, DMA will enter into contracts with producers and sponsors for series programming.

A series contract may be started with DMA at any time.

A series may consist of a minimum of 4 programs (to be scheduled weekly, bi-monthly, or monthly) to a maximum of 13 programs (to be scheduled weekly).

The series time slot may not exceed one slot per week.

To be eligible to enter into a contract with DMA for a series, the program producer or sponsor must demonstrate the ability to consistently comply with these DMA Rules and Policies, including the following:

- ability to provide programming of a consistently good technical quality according to DMA guidelines
- ability to deliver programming in a timely manner
- ability to properly fill out and submit the Cablecast Request Form

There may be a trial period of three programs. After successfully completing the three programs and demonstrating the abilities above, the producer or sponsor may enter into a series programming contract with DMA.

The producer or sponsor will meet with DMA staff to fill out and submit a "Series Programming Contract."

To remain current a series may only have a repeat rate of 50 percent (one new show for every repeat).

A series may be renewed, and consideration given to the same time slot, based upon the following:

- ability to consistently comply with these DMA Rules and Policies
- expressed desire/ability to continue the series
- time slot availability (subject to other producer/sponsor requests and/or programming priorities)

Series are ranked as follows and conflicting timeslots are awarded to the series with the higher ranking.

- 1) Client produced live studio productions (continuing)
- 2) DMA produced live studio productions (continuing).
- 3) client produced live studio productions (new).
- 4) DMA produced live studio productions (new).
- 5) client productions (taped continuing).
- 6) DMA productions (taped continuing).
- 7) client productions (taped new).
- 8) DMA productions (taped new).
- 9) Sponsor programming (continuing).
- 10) Sponsor programming (new).

If two series requests insist on the same time slot and have the same ranking as defined above then the series granted will be chosen via lottery.

If a producer or sponsor fails to provide any installment of a series, the series may be canceled and the producer or sponsor will not be granted a series time in the future without the permission of the DMA Executive Director.