

Pursuant to Section 611 of the Communications Act and local franchising authorities, Gardonville Cooperative Telephone Association (Gardonville) has set aside public access television channel, Lakes Area Local Access (LALA) channel 4, to the general public for public, educational, or governmental use.

In accordance with Gardonville's local franchise agreements, the following non-content based rules have been adopted to govern LALA:

1. A person, 18 years and older, residing in or a group or organization which operates within Gardonville's service area is eligible to use LALA on a first-come, first-serve, non-discriminatory basis. Gardonville may, in its reasonable discretion, permit other persons, groups or organizations to utilize LALA. In determining whether a person is a resident of a Gardonville's service area, Gardonville shall reasonably review such person's address and permanent place of domicile as evidenced by a driver's license or state ID card.
2. A bona fide educational institution, chartered or licensed by the State Department of Education and located within Gardonville's service area is eligible to use LALA on a first-come, first-serve, non-discriminatory basis. Gardonville may, in its reasonable discretion, permit other bona fide educational institutions, organizations or authorities to utilize LALA.
3. A bona fide governmental body within or an elected official who represents Gardonville's service area is eligible to use LALA on a first-come, first-served, non-discriminatory basis. Gardonville may, in its reasonable discretion, permit other bona fide governmental bodies or elected officials to utilize LALA.

### **Content Submission Guidelines**

Programming content must be submitted according to the following guidelines:

1. Each submission must be accompanied by a completed Program Request, in the form provided by Gardonville, signed by, or on behalf of, the producer of the program content and containing the following information:
  - The producer's name, address and telephone number.
  - The time(s) and date(s) desired and alternatives for channel time.
  - The exact length of the program material.
  - A summary statement or synopsis of the content/subject matter and title.
  - A statement that the program material contains no prohibited content as described in this policy.
  - A statement that all appropriate arrangements and clearances have been obtained from broadcast stations, networks, music licensing organizations, performer's representatives, sponsors and other persons necessary, without limitation to the above, for authorization to transmit program material over LALA.
  - A statement that the producer has received, and has read and understands the content of, this policy and agrees to comply therewith.
  - Such other additional information as is necessary to Gardonville, in its sole discretion, to properly perform its responsibilities.
2. All content will be dubbed to CD or DVD in a usable format and delivered to Gardonville's business office located at 800 Central Avenue North in Brandon, Minnesota.
3. Content will be delivered no less than seven (7) business days before intended air date.
4. If specific instructions are necessary in connection with the content submission the producer must first call Gardonville at (320) 834-5151 to schedule an appointment with the appropriate Gardonville staff.

Content not submitted according to these guidelines will be considered in violation of this policy and will be subject to enforcement as outlined in the "Enforcement of Violations" section of this policy.

### **Prohibited Content**

Programming content will be considered prohibited if it:

1. Contains material designed to elicit a response or any other solicitation of names or addresses which may be used for future non-political or commercial fund raising activities.
2. Directly or indirectly involves any lottery, gift, contest, enterprise or similar scheme.
3. Contains any obscene, sexually explicit or profane material or speech. Community producers are required to alert Gardonville staff to programming that may be inappropriate for young viewers.

Any submissions containing the prohibited content outlined above will be considered in violation of this policy and will be subject to enforcement as outlined in the "Enforcement of Violations" section of this policy.

### **Political Content**

Gardonville shall treat political programming no differently than any other programming with four important exceptions:

1. Gardonville shall not make any special scheduling changes on its channel, including the cancellation or preemption of regularly-scheduled programming, to accommodate programming that favors or opposes any candidate for public office.
2. Gardonville shall not air programming that favors or opposes any candidate for public office on the day of an election for that office.

3. Political programming must carry the following or similar advisory notice: "The content and opinions presented in this program are not those of Gardonville and this television channel." The notice shall be provided on both video and audio tracks prior to the start of the program and at the end of the program for a minimum of fifteen (15) seconds on each occurrence but no more than sixty (60) seconds. All text shall be easily discernible in a legible font and font size. The amount of time used for displaying a notice shall count toward the total running time of the program. Failure to include this advisory notice will be considered in violation of this policy and will be subject to enforcement as outlined in the "Enforcement of Violations" section of this policy.
4. Gardonville, including its officers, directors and staff, may not directly or indirectly participate in, or intervene in, any political campaign on behalf of (or in opposition to) any candidate for elective office at a local, state or federal level. This prohibition is not intended to restrict free expression on political matters by individuals who are members of the Gardonville Board or staff and who are clearly speaking for themselves, as individuals. To avoid potential attribution of their comments outside of organization functions and its media sources, these persons who speak or write in their individual capacity shall clearly indicate that their comments are personal and not intended to represent the views of Gardonville.

#### **Enforcement of Violations**

The Gardonville Board of Directors or designees will review alleged violations of this policy on a case-by-case basis. Violations may result in a written warning or programming banishment from LALA's schedule for a length of time determined in accordance to the severity of the violation as deemed appropriate by the Gardonville Board of Directors or designees.

#### **Copyright and Ownership**

Gardonville reserves the right to retain copies of submitted content. However, the producer of the content maintains ownership of the content. All copyright laws regarding subject matter, trademarks, logos and music must be strictly observed. Any copyright releases must be in writing from the holder and in possession of Gardonville. Community producers assume full responsibility for any disputes arising from any unauthorized use of copy written materials. Gardonville is not qualified or authorized to advise community producers on the legality of copy written materials. All Government, school and community meetings, events, concerts, school activities, etc. are considered public; therefore, all persons in attendance can be taped and broadcast on LALA.

#### **Express Warranties**

- Gardonville does not guarantee program air dates, time slots or airing frequency for any content submitted.
- Gardonville may from time to time include information on submitted content in its printed and electronic material used for advertising and marketing purposes.
- All submitted content will be subject to reasonable review and approval by Gardonville, including its officers, directors and staff prior to airing on LALA.
- Gardonville accepts no responsibility for media or program material that is lost, erased, damaged or pirated.

#### **Indemnification and Hold Harmless**

All access users shall be fully responsible for the content of their programs. Such full responsibility shall include, but not be limited to, making all necessary arrangements with and obtaining all required clearances from broadcast stations, networks, sponsors, music licensing organizations, performers representatives, authors, composers, and any and all other persons or entities that may be necessary to transmit the public access user's program material on LALA. All public access users shall indemnify Gardonville and its Board of Directors, Officers and Employees, and hold them harmless from, any and all liability, damage, injury, judgment, including cost of defending claims (including reasonable attorney fees) arising from or in connection with any claim for failure to comply with any laws, rules or regulation of federal, state or local government, claims of libel, slander or invasion of privacy, claims of infringement of copyright, patent or unauthorized use of any material or trademark, service mark or image, claims of obscenity or for any other injury or damage in law or in equity claimed as a result of or from or connected with access user's use of LALA, its equipment, facilities or other resources.

#### **Policy Modifications**

Gardonville reserves the right to modify this policy at any time. Copies of the most recent version of this policy may be requested at any time and it can also be found on the Gardonville website at [www.gctel.com](http://www.gctel.com).

#### **Information**

Questions related to this policy should be mailed to Gardonville at 800 Central Ave N, Brandon, MN 56315.