



**COMCAST PEG ACCESS OPERATING PROCEDURES**  
**Effective date: January 2021**

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Town or system-specific franchise requirements are separate and distinct from these Comcast PEG Access Operating Procedures.

**FRANCHISE:**

*Contractual agreement between a cable operator and a governmental body that defines the rights and responsibilities of each in the construction and operation of a cable system within a specified geographical area.*

## **Welcome to Comcast Digital Media Centers**

**Powered by Comcast**

Our channels and facilities exist to support your expression and free speech. No one will be denied the use of our services based on race, sex, age, ability, religion, or political belief.

PEG (Public, Educational & Governmental) Access Programming is created by people just like you: residents of this town/franchise area and representatives or employees of non-profit organizations, or local, state and federal agencies that serve the franchise area.

It's easy to get involved!

Depending on your goals, you can become an Access User, an Access Producer, a Program Sponsor, a Bulletin Board User – or any combination of those. We will help you decide which path fits best for what you want to do.

Comcast provides channel time, studio production equipment, and technical assistance for the production and presentation of noncommercial programs. Comcast staff are available to give you guidance throughout all stages of creating your show.

This document explains our standards of conduct so that you know what is expected of you and what you may expect from your relationship with Comcast. Violation of any one of these standards can result in loss of privileges to Comcast facilities.

Thank you for your interest in public access. If there is anything, we can do to make your experience with us better, please let us know.

## **I. BECOMING AN ACCESS USER**

### ***ACCESS USER:***

*Any resident of this town/franchise area or any representative or employee of a non-profit organization, or local, state, or federal agency that serves this town/franchise area.*

### **A. Requirements:**

#### **1. Complete an Access Agreement**

This document certifies that the Access User has read, understands, and will abide by the operating rules.

#### **2. Provide Proof of Residence or Association with a Non-Profit in the Franchise**

Proof of residence must be in the form of a valid state driver's license, valid state ID, or a utility bill no older than 60 days, in the Access User's name, at an address in the franchise area.

### **B. Requirements for Minors/those with Guardians:**

#### ***MINOR:***

*A person under the age of full legal responsibility, as regulated by state law.*

All eligibility requirements above apply to minors and those with Guardians, in addition to the requirements below:

#### **1. Parent / Guardian Responsibility**

The parent or guardian must sign the Access Agreement, accepting responsibility for scheduled production and/or program material if the Access User is a minor.

#### **2. Parent / Guardian Supervision**

All minors or persons requiring guardians must be accompanied by at least one non-student adult, in addition to Comcast staff in any Comcast facility.

### **C. Responsibilities:**

1. Access Users have a duty to report any equipment defects, technical issues, or general problems to the staff immediately.
2. Access Users are responsible for any damage due to negligence or abuse. This includes the actions of minors.

### **D. Restrictions:**

1. Access Users must not identify themselves either on or off camera as employees or staff of Comcast, or any of its brands. Loss of privileges may result.
2. The use of Comcast logos / branding is strictly prohibited for use by any person and/or entity other than Comcast, without permission.
3. Access Users may only occupy areas dedicated to Public Access. All other areas of the building including, but not limited to private offices, kitchen, adjacent hallways, etc. are off-limits.
4. Exterior facility doors shall not be left open for any reason, this includes temporary propping of doors.

5. Use of Comcast phones, office equipment, ladders, thermostats, or other utilities, is restricted unless otherwise authorized by Comcast staff.
6. No attempts should be made to work on or repair equipment including modifying, altering, or rewiring without express permission from Comcast; this includes software settings.
7. Access Users are not allowed to install or attach any non-Comcast equipment or software without prior consultation with Comcast engineering support.
8. No open flames, cooking, or motor vehicles are permitted in the studio.
9. Weapons, or any objects resembling weapons, are prohibited while on or in Comcast facilities. On duty law-enforcement officers (including those who may be present for an interview) are excluded from this prohibition. Location production (outside our facilities) is recommended for programs using weaponry.
10. No smoking, vaping or e-cigarette usage is allowed in any Comcast facility. No food, or beverages are allowed in the control room, or studio area, at any time. Only water may be allowed on set.
11. Anyone suspected to be under the influence of alcohol or drugs, or carrying a weapon of any kind, may be removed from the premises and/or lose access privileges.

## **II. BECOMING AN ACCESS PRODUCER**

### **ACCESS PRODUCER:**

*An Access Producer is an Access User that is responsible for all facets of PEG Access usage, related to their show. The Access Producer is Comcast's main contact and assumes all responsibility for program content and other liability outlined in the Comcast PEG Access Operating Procedures, the Access Agreement and Channel Time Request Form.*

### **A. Requirements:**

1. Fulfill all requirements to become an Access User, as outlined above.
2. Complete Channel Time Request section of the Access Agreement.

### **B. Responsibilities:**

1. The Producer is responsible for all aspects of the production including guest coordination, pre-production support and set design.
2. Producers must obtain in writing, and provide upon request, all the necessary approvals, clearances, talent releases, licenses, etc. in order to transmit any program material owned or copyrighted by broadcast stations, networks, music licensing organizations, performer's representatives, and/or all other persons holding exclusive rights. Failure to provide proof of the necessary clearances, rights, licenses, etc. will result in the suspension of the program, series, or episode in question until such proof is produced.
3. Producers must notify Comcast of any use of programming for purposes other than PEG access. Comcast may require the removal of all disclaimers and graphical credit given to Comcast and its facilities.

### **III. SPONSORING A PROGRAM**

Programs produced outside Comcast's franchise area may be submitted for channel time if they meet the following requirements:

1. A resident of this town/franchise area completes the Access Agreement, including the Channel Time Request section. Proof of residency is required.
2. Any non-profit organization or local, state, or federal agency that serves this town/franchise area can submit programs related to their organization with only one representative of the organization as the sponsor. The organization does not have to be based in the town, but the representative must be able to furnish proof of its status and that it does serve this town/franchise area. Said representative must sign the Access Agreement and Channel Time Request section.
3. The local sponsor is required to act as the producer's representative and assumes all applicable responsibilities for the program as indicated above in section II, "Becoming an Access Producer".

### **IV. PROGRAM CONTENT**

By law, Comcast may not exercise any editorial control over Public, Educational or Governmental use of access channels, except as noted below. However, Comcast does have the right to review a program at any time.

1. The Producer/Sponsor is required to ensure that such program material will not include:
  - a. commercial advertising, such as any endorsement, promotion, or advertising of any commercial products and/or services.
  - b. direct or indirect solicitation of monetary donations or contributions of any kind, including but not limited to advertising on behalf of candidates for public office. Exceptions include when conducted by a non-profit organization.
  - c. anything which fits the legal definition of obscene or indecent material under local, state, or federal laws.
  - d. lotteries, games, contests, or promotions that combine the elements of prize, chance, and consideration. Violators may be subject to fines and even criminal penalties for lotteries which are not authorized or otherwise permissible by the state. Exceptions include when conducted by a non-profit or governmental organization.
  - e. libel, an untrue defamatory statement made in writing.
  - f. slander, an untrue defamatory statement that is spoken orally.
  - g. invasion of privacy or publicity rights, violation of trademark or copyright, or which might violate any local, state, or federal law.
  - h. program content that promotes the immediate danger of damage to property or injury to persons; the obstruction of law enforcement or functions or services; the deprivation of any person by threat, threat of force or physical action through the exercise of a legal right, or the disturbance of any person in the enjoyment of a legal right; or the creation of a public nuisance.
2. Access Users or any other individuals or organizations may not use access facilities or programming for commercial purposes, personal profit, or personal

gain. Violators may be subject to loss of privileges and required to reimburse Comcast for the fair market value of facility access and services provided.

3. Program end credits may include the name of underwriters or contributors. Credit may be similar to the following: "Goods and services used in the production of this program were contributed by [company name]."
4. Programs may be required to include an acknowledgement of Comcast assistance provided, at Comcast's option.
5. Public Access Users are under no legal obligation to show any viewpoint other than their own. Residents with diverse viewpoints are encouraged to use public access to express those ideas.
6. FCC regulations concerning equal time for political candidates do not apply to PEG access programming.

## **V. USING THE STUDIO**

### **A. Scheduling:**

1. The studio is available on a first come, first served basis.
2. Reservations should be made with staff at least one week in advance.
3. Cancellations should be made at least twenty-four (24) hours in advance, except in the case of emergencies. Repeated last minute cancellations may result in loss of privileges.
4. Scheduled studio productions may be cancelled if the producer does not show up within thirty (30) minutes after the start of a scheduled appointment. Scheduled appointments include time for set up, production and breakdown. Access Users and guests should avoid loitering before and after scheduled appointments.

### **B. General Policies:**

1. Access Users are responsible for supplying any set materials for productions beyond those supplied by Comcast. Removal may be required after the production. Comcast is not responsible for any damage or loss of personal property that is left in our facilities.
2. Studio (sets, props, etc.) should be returned to the condition in which they were found.

### **C. Standards of Conduct:**

1. Be courteous and polite to others, including employees, other volunteers, and guests of the facility. Be aware of your surroundings to keep yourself and others safe. Appropriate, professional, and respectful behavior is always expected.
2. Be aware of your surroundings in order to keep yourself and others safe.
3. Violent behavior toward any person, endangering the safety of oneself, others, or company property will not be tolerated. This includes threatening or intimidating language, and any form of assault or harassment.

4. Dishonesty with employees or falsifying records or any other access-related documents will not be tolerated.
5. Privileges may be lost for engaging in any other conduct that Comcast deems unsafe or unacceptable.

## **VI. USING THE ACCESS CHANNEL**

### **A. Scheduling Channel Time**

1. Requests for channel time will be granted on a first come, first served basis, subject to availability. Channel time is specific to the program it was reserved for and cannot be replaced with alternate programming.
2. Channel time is non-transferable.
3. To allow program diversity, Comcast reserves the right to limit each Access Producer to one program per contract period.
4. Time slots are available for 30- or 60- minute increments.
5. A Channel Time Request must be filled out for each program and should be submitted at least two weeks prior to the desired air date.
6. Producer / Program Sponsor must record, at least one finished episode before scheduling channel time along with all necessary approvals and clearances.
7. Producer / Program Sponsor is expected to record new material on a consistent basis in order to maintain a regular time slot.
8. If a series Producer / Program Sponsor regularly fails to have a program ready for the scheduled cablecast, the staff may assign the time slot to other Producers / Program Sponsors.
9. If scheduling and equipment allows, programming may be repeated. First-run programs have priority. Additional local restrictions on repeat programming may apply.
10. Comcast reserves the right to use access channels for other purposes as well as the right to make scheduling changes without notice.
11. Comcast cannot be held responsible for a failure to air programs as scheduled.

### **B. Submitting a Program**

1. All media submitted for channel time should be accompanied by:
  - a. Title of Program
  - b. Episode Number or Episode Name
  - c. Air Date(s)
  - d. Length of Program
2. Media must be delivered to the staff at least two business days prior to the scheduled airtime. Special arrangements may be needed to accommodate staff schedules. Comcast is under no obligation and makes no guarantee that a program will air if any of these requirements are not met.
3. All media owned by Producer(s) / Program Sponsor(s) should be picked up within thirty (30) days of the last transmission. After thirty (30) days, Comcast may recycle or dispose.
4. All media must be submitted in a format that is compatible with the available technology at the local facility. Please consult with staff for available formats and/or other restrictions that may apply.

5. Comcast staff reserves the right to pre-screen programs to ensure technical standards are met. Additional training may be required for Access Users who continue to display technical deficiencies.
6. Comcast cannot be held responsible for a failure to air programs as scheduled for any reason.

### **C. Community Bulletin Board**

The Community Bulletin Board is a digital messaging system provided by Comcast. It is available to non-profit organizations and local, state, or federal agencies providing public service announcements or event information.

1. Message requests should be submitted at least one (1) week prior to the desired starting date.
2. All outdated messages will be removed.
3. A Community Bulletin Request Form may be available to ensure proper on-screen formatting.
4. Messages should be limited to as few words as possible to describe who, what, where, when, and why.
5. Messages may not be longer than one screen page.
6. Anonymous messages will not be shown. All messages must be accompanied by the requester's name; this name does not have to appear in the message itself.
7. General messages that do not pertain to a specific event will be shown if possible, depending on available space.
8. Organizations are limited to one announcement per event, running at any given time.
9. All program content rules apply to bulletin board announcements.
10. Announcements may be rewritten by Comcast staff in order to fit the screen.

## **VII. COMCAST RIGHTS**

1. Comcast has the right to review all footage, media, and programming, at any time for compliance with the policies stated herein.
2. In accordance with the guidelines above, Comcast will determine which programs are eligible for distribution and retains the right to post a program or portions of a program on our media platforms that incorporate live streaming, video on demand, social media and/or any other broadcast technology.
3. Comcast will own programs produced by Comcast staff. When Comcast staff produces a program, with the assistance of Access Users, it is the property of Comcast.
4. Comcast reserves the right to insert the following disclaimer before and/or after a program. "The views expressed in the following [or "preceding"] program are those of the individual producer and do not necessarily reflect those of Comcast. Comcast is not responsible for the production or quality of the program."
5. If Comcast makes a good-faith determination that the subject material in a program may offend some viewers and/or may not be appropriate for children, Comcast may add the following announcement to the beginning of the program: "The following program may contain sensitive material. Viewer discretion is



advised.” Comcast reserves the right to run potentially offensive programming at later time periods. Failure to notify Comcast of potentially offensive material prior to a program or episode airing may result in loss of privileges.

6. Comcast may request a courtesy credit, such as: “The preceding program was made possible through the production facilities of Comcast.”
7. Comcast reserves the right to suspend or revoke the privileges of any Access User for violations to the Comcast PEG Access Operating Procedures & Agreement, provided herein. Comcast may also require any Access User to reimburse Comcast for any damage caused to Comcast’s PEG facilities and equipment as outlined in this document
8. Comcast reserves the right to review all definitions and policies contained in this and related, location-specific documents, and has the discretion to interpret, implement and make changes as deemed necessary.

## **VIII. GRIEVANCE PROCEDURES**

Any disagreement regarding the assignment of facility space, channel time allocation, equipment and studio use, or any other matter regarding Comcast facilities should first be discussed with Comcast staff. If that does not provide an acceptable solution, a grievance may be filed in writing with the local Access Management.



## ACCESS AGREEMENT

1. I agree to all requirements, responsibilities and restrictions as put forth in the Comcast PEG Access Operating Procedures.
2. As a Producer or Sponsor, I assume responsibility for the content of programming and agree that such program material will not include: obscene material, lottery or lottery information, advertising, solicitation of money, material which constitutes libel, slander, invasion of privacy or publicity rights, violation of trademark or copyright, or content which might violate any local, state or federal laws.
3. I agree to obtain all approvals, clearances, or licenses for the use of program materials including, but not limited to, approvals by broadcast stations, networks, sponsors, music licensing organizations, copyright owners, performer's representatives, persons appearing in the program material and any other approvals that are my responsibility as Producer or Sponsor.
4. Comcast channels, equipment, or facilities shall not be used for financial gain or any commercial purpose.
5. I will not represent myself as an employee, representative, or agent of Comcast or any of its brands.
6. I will not use Comcast logos / branding without permission.
7. I indemnify and hold Comcast harmless against any claims, damage, or liability arising out of the content of the program material that I submit, or any breach of this Access User Agreement; including, but not limited to, any claims in the nature of libel, slander, invasion of privacy or publicity rights, noncompliance with applicable laws and unauthorized use of copyrighted material.
8. Violation of any of these operating procedures is grounds for termination of Access User privileges with Comcast.

<b>Print Full Name:</b>		
<b>Street Address:</b>		
<b>Town &amp; Zip:</b>		
<b>Email Address:</b>		
<b>Best Phone Number:</b>		
<b>Organization / Non-Profit (if applicable):</b>		
<b>Organization Address:</b> Street, Town & Zip:		
<b>Signature or E-signature:</b> <i>(must be signed by a parent or guardian, in the case of a minor)</i>		<b>Date:</b>
<i>I hereby assign all rights and releases from liability to the producer(s) and/or Comcast for the recording, reproduction, exhibition, telecasting, and distribution of my visual image and voice for non-profit use. (initial or sign) _____</i>		
<b>Staff Use Only</b>		
<b>Access User</b>	<b>Access Producer</b>	<b>Program Sponsor</b>
<i>Circle One to verify ... Access User's address verified by ID / DL / Utility Bill / Other: _____</i>		
<b>Approved by:</b>		

<b>CHANNEL TIME REQUEST</b>			
<b>Program Title:</b>			
<b>Program Length:</b>		<b>Circle One:</b>	<i>Special Weekly Series Biweekly Monthly</i>
<b>Please Indicate Two Choices of Preferred Days and Times for Program Airing (subject to availability)</b>			
<b>First Choice (day and time):</b>		<b>Second Choice:</b>	
<b>Signature or E-signature:</b> <i>(must be signed by a parent or guardian, in the case of a minor)</i>			<b>Date:</b>