



Your Community Channels

Production Policies & Procedures

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Introduction

Concord Community TV was established to provide residents, city government and educational and nonprofit organizations of Concord, New Hampshire, and such surrounding towns that may elect to participate, with the opportunity, facilities and access to cable television for the purpose of producing and cablecasting public interest, cultural, education and government programs over the local cable television channels.

The Production Policies and Procedures outlined below are designed to ensure that resources are used only for intended purposes and that all who wish to participate have an opportunity to do so on a fair and non-discriminatory basis. Concord TV neither selects nor censors access programming. Rather it is the local residents, organizations, schools, and government bodies that determine what information is important to share with the members of our community. To maintain a successful media access center, everyone must take responsibility for their actions and respect the rights of others who use the media access center.

The Executive Director and his/her designees are authorized to interpret these Production Policies and Procedures.

I. Statement of Purpose

Public Access, Educational Access, and Government Access (PEG) channels give individuals and/or organizations who otherwise might not have access to the media a forum to display their talent, knowledge, interests, or other information and thereby enhance the quality of life in our communities.

The City of Concord and the Concord School District have contracted with Concord Community TV (Concord TV) to operate Concord's PEG studio and channels. Concord TV provides channel time and access to equipment, free of charge, to qualified community producers for the production and presentation of non-commercial programs of community interest.

The Concord School District exercises control over programs produced by the Concord School District for the Education Access Channel.

The City of Concord, through the City Manager, exercises control over the Government Access Channel.

The Concord TV Board and staff exercises control over the Public Access Channel to the extent provided by law.

II. Definitions

The following definitions will be applied throughout the Production Policies and Procedures:

- A. “Community” refers to Concord and the capital area towns which are served by the local cable company and which have contributed funds to the operation of the PEG Center.
- B. "Community Member" means anyone legally residing in, or employed by the city of Concord or public schools within, or employed by and producing for a non-profit organization within, the community as defined above.
- C. “PEG Center” refers to the Public Access, Government Access, and Educational Access studio.
- D. Obscene material will be defined as stated in RSA Chapter 650 as it now exists and as it may be amended in the future. (Appendix A)
- E. The “Education Access Channel” refers to Concord Cable Channel 6 or any other channel(s) designated for Education Access cablecasting.
- F. The “Government Access Channel” refers to Concord Cable Channel 17 or any other channel(s) designated for Government Access cablecasting.
- G. The “Public Access Channel” refers to Concord Cable Channel 22 or any other channel(s) designated for Public Access cablecasting.

III. Non-discrimination

No individual or group will be denied access to the PEG Access facilities, or equipment on the basis of race, sex, age, disability, religious or political belief, or sexual orientation.

IV. Qualifications

- A. Use of Concord TV facilities is limited to Community Members as defined in Section II. A. Community Members may be required to show proof of residency or employment by the organization they are representing.
- B. Concord TV reserves the right to deny access of its facilities to anyone deemed unable to operate the equipment properly; anyone who abuses facilities owned by Concord TV, the school district, or the city; or anyone who abuses Concord TV staff, volunteers and/or guests.

- C. Access producers are required to provide their own crews and a certified director for their productions.
- D. Concord TV participants under the age of 18 must obtain written parental consent and that parent must assume, in writing, all legal and financial responsibility for the actions of the minor. In addition, Concord TV participants under the age of 18 must work with certified adult Producers who assume responsibility for the production.
- E. Concord TV may provide, at its own discretion, production assistance.
- F. Producers are required to complete a Project Proposal form (Appendix G) for any series or individual program prior to reserving equipment. Series project proposals must be renewed on an annual basis.

V. Training

All individuals interested in or planning to utilize Concord TV's facilities and services (training, equipment use) must first attend an orientation session. After that they are required to crew on at least five productions and satisfactorily complete the Producer Certification Training Checklist. (Appendix H)

VI. Education Access Channel 6 Policies and Programming

- A. The purpose of the Education Access Channel 6 is to further the educational missions of contributing school districts and educational institutions.
- B. Schools which are located geographically within contributing school districts (e.g. private, parochial, and post-secondary schools) may contribute programming to Channel 6.
- C. Programming on Education Access Channel 6 will be by, about, or for participating schools as defined above.
- D. Participating schools may apply school rules and standards to the programming they produce on Education Access Channel 6.
- E. Contributing schools may act as producers. Districts and schools may assign liability to individual student users and their parents.
- F. In addition to prohibitions listed in Section XX, programming may not be used for religious proselytizing.
- G. Programming deemed inappropriate for cablecast on Channel 6 may be considered for cablecast on the Public Access Channel.

- H. Satellite feed programming or a Bulletin Board may run on Education Access Channel 6 at times when no school-related programming is cablecast.
- I. Disclaimer: The Concord School District is only responsible for programming on Channel 6 that it produces.
- J. Other educational programming not produced by schools or school districts may be aired at the discretion of Concord TV.

VII. Government Access Channel 17 Policies and Programming

- A. Government Access Channel 17 will provide direct, non-editorial information to area citizens concerning their government. Emergency messages affecting the health or general welfare of area residents will receive priority.
- B. Government Access Channel 17 will provide programs of cultural, informational, recreational, and educational value. Original programming from sources other than city and town departments will be reviewed by the City Manager or his/her designee for suitability, length, and technical quality.
- C. Programs produced by local citizens or institutions may be considered for cablecast, as well as those, professionally produced, in accordance with the following guidelines:
 - 1. Format must be 1/2" VHS or SVHS or DVD;
 - 2. Video and audio quality must be acceptable for cablecast;
 - 3. Programs must address at least one of the objectives of Government Access Channel 17;
 - 4. Programming on Channel 17 must have prior approval of the City Manager or his/her designee.
- D. A Bulletin Board may run on Government Access Channel 17 at times when no government-related programming is cablecast.
- E. Government Access Channel 17 may utilize a radio broadcast channel which may include commercial advertising messages as an audio background to an on-screen Bulletin Board.
- F. The operation of Government Access Channel 17 will be the responsibility of Concord TV's Executive Director. Programming will be the responsibility of the city.

VIII. Public Access Channel 22 Policies and Programming

- A. Application for channel time on Public Access Channel 22 is open to any community member. Channel time must be arranged at least two weeks in advance, and the producer must sign the Program Scheduling and Indemnification Form before a program or series is cablecast.
- B. Scheduling requests for channel time will be processed on a first come - first served basis subject to the availability of cablecasting equipment and channel time.
- C. Requests for consistent time slots (a program series) will be honored if the following conditions are met:
 - 1. The material is produced locally by community members;
 - 2. The producer consistently has new material. If a series producer fails to produce at least one new program in a one month period, the time slot may be given to another producer;
 - 3. The producer needs to select a program for replay if a new program is not available;
 - 4. The producer has a crew and a certified director.
- D. When a program has been cablecast for one week, the scheduling of its replay must be approved by the Executive Director.
- E. Programs identified as containing adult/mature material will be scheduled to play at a time between 10:00 PM and 5:00 AM. Producers are responsible for informing Concord TV staff, if their program contains adult/mature material.
- F. Concord TV will regularly run the following disclaimer: "The following is a public access production for Concord Community TV. The views and opinions expressed during this program are not necessarily those of Concord TV. The producer is solely responsible for its content."

IX. Community Bulletin Board

- A. The Public Access Community Bulletin Board is available for noncommercial messages and announcements of public, not private, interest. Concord TV uses the power point format for this purpose.
- B. Listings for events will be accepted only if the primary audience can view Concord TV.
- C. Church sponsored events will be listed if open to the public.

- D. Space limitations may require listings for a shorter time period than requested.
- E. The Concord TV staff may edit announcements.
- F. Concord TV requests listings be submitted in the power point format. Listings will be also accepted in type-written form. Submissions may be via FAX, email, mail, or in person.

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ww.yourconcordtv.org

- G. Listings must contain the name, address, phone number and email (if available) of the person or organization submitting the announcement, along with the requested start and end dates of the announcement.

X. Live Programs

- A. All live shows must be approved by the Executive Director.
- B. Live shows must be produced during scheduled staff hours. Producers wishing to do live programs must request cablecast time with the Concord TV staff at least two weeks before cablecasting.
- C. Live programs must have a minimum of 4 crew members.
- D. Live programming privileges may be rescinded for any of the following:
 - 1. Having inadequate crew to successfully fulfill the obligation to produce the scheduled programming;
 - 2. Programs not beginning or ending at specified times;
 - 3. Content violations (see Section XX) occurring during live programming.

XI. Facility Time

The following priorities will generally determine facility use:

- A. Programming by city and/or school agencies during business hours or school hours;
- B. Programming by qualified community producers and Concord TV in-house productions;

XII. Channel Time

- A. Concord TV retains the right to schedule programming playback at times of its discretion. Every effort will be made to accommodate producers' requested time-slots.
- B. The following priorities will generally determine channel time:
 - 1. Locally produced first-run programs.
 - 2. Locally sponsored first-run programs.
 - 3. Locally produced programs previously cablecast may be re-run upon request and with the approval of the Concord TV Executive Director or designee;
 - 4. Locally sponsored programs previously cablecast may be re-run upon request and with the approval of the Concord TV Executive Director or designee;
 - 5. Programs with no local sponsor.
- C. Concord TV reserves the right to preempt scheduled programming.

XIII. Charge for Facilities

There is no charge for the use of the studio and studio equipment for the purpose of producing local, non-commercial programming intended for cablecast. Concord TV may charge for training.

The studio will charge for dubbing copies of Concord TV programs as per posted rates.

XIV. Cablecasting Procedures

- A. Before cablecast, all tapes or DVDs must be clearly labeled with the following information:
 - 1. Producer's name;
 - 2. Production date;
 - 3. Title of program.
 - 4. Precise pre-roll and total running (disclaimer and show) times.
Example: PR :30 / TRT 1:03:45

- B. The beginning of all cablecast programs must have:
 - 1. 30 seconds of black;
 - 2. 15 seconds of disclaimer (see Section VIII.F.).
- C. The end of all cablecast programs should have:
 - 1. Appropriate credits;
 - 2. Credit stating “The preceding program was produced at Concord Community TV by _____ (name of community producer)”;
 - 3. 30 seconds of black or Concord TV logo.
- D. All tapes (VHS or SVHS) and DVDs must be professional quality; the only brand Name tapes accepted will be Fuji, Maxell, TDK, or Sony.
- E. All tapes and DVDs must be recorded at SP speed.
- F. Concord TV reserves the right to withhold cablecasting of programs which do not meet adequate technical standards.

XV. Ownership

- A. Producers maintain ownership of the content of programs they produce. Concord TV, at no cost, will provide only one videotape per program for playback purposes, and maintains the right to retain a copy of any program produced with Concord TV resources. These programs may be cablecast or otherwise used for promotional purposes by Concord TV.
- B. The producer should assign fair credit to all participants in the production.

XVI. Audience Feedback

Concord TV encourages feedback concerning its programs. All comments should be addressed to the Concord TV Executive Director. The staff will keep a record of all comments from the public. The staff will also make a copy of viewer comments available to the producer of the relevant program(s).

XVII. Grants, Underwriting, and Sponsorship

Concord TV reserves the right to seek and/or approve underwriting/sponsorship, and collect funds for such, for any programming produced and cablecast at Concord TV facilities. Any acknowledgment of underwriters/sponsors must be prepared by staff only. Concord TV programming may thank underwriters with

spoken and written words as well as with graphics. Such acknowledgments may be at the beginning or end of a program. Acknowledgments may include factual information about a company or business, but must be noncommercial.

XVIII. Equipment Use and Procedures

Production equipment is made available for the creation of programming for Concord TV's access channels. Private or recreational use is not allowed.

- A. Equipment scheduling
Starting on the first of every month reservations for equipment can be made for the current month and the next month. Studio reservations for series producers may be made up to 26 weeks in advance. All requests will be handled on a first come - first served basis. Cancellations must be made at least 24 hours in advance. Cancellations not made at least 24 hours in advance may result in the limiting or loss of Concord TV privileges.
- B. Any damage to equipment or operating irregularities must be reported in writing to the Concord TV staff as soon as possible. Under no circumstances, should a producer attempt to repair any equipment and/or reconfigure or change wiring.
- C. Portable equipment
 - 1. Portable equipment must be signed out on appropriate forms (Appendix B). Producers are responsible for losses or damage due to negligence or abuse while equipment is checked out to them or their crew.
 - 2. PEG Center users are strongly advised to test all equipment prior to taking the equipment out of the Concord TV studio and inform the staff of any damage, defects, or missing items. Failure to do so will result in producers assuming total responsibility.
 - 3. Only in special cases and only with written permission from the Concord TV staff may users take equipment outside of community lines.
 - 4. Equipment reservations are non-transferable. The producer making the reservation must be present at the check-out and cannot send a substitute unless:
 - a. Specific arrangements for such have been made at the time of the reservation and
 - b. The substitute is also a certified Concord TV producer.
 - 5. Equipment users agree to take full responsibility for equipment used by

them and take every precaution to protect the equipment in their care:

- a. Never leave field equipment unattended;
 - b. Never leave equipment in a car overnight;
 - c. Never leave equipment visible through car or van windows; cover it or place it in your automobile trunk;
 - d. Never allow anyone to borrow your Concord TV equipment;
 - e. Never attempt to use equipment in hazardous environments.
6. Upon return of equipment, producers must set up any equipment signed out and demonstrate to staff that equipment is in proper working order.

D. Studio Equipment

1. PEG Center users are strongly advised to test all equipment prior to starting a project.
2. Producers are responsible for enlisting an adequate crew, including a certified director for any given production. A producer must be present while the studio is being used.
3. Additional material (e.g. sets, graphics, extra videotapes) may be supplied by users and such material must be removed after the production.
4. Crew and talent should not arrive earlier than the scheduled beginning of the reservation time unless specific arrangements have been made and cleared with the Concord TV staff.
5. A studio shoot must be completed on time unless specifically authorized by Concord TV staff. The studio must be cleared (see below) no later than the end of the reservation. In transferring the studio from one user to the next the following should be observed (unless incoming producer requests otherwise, in which case the incoming producer becomes responsible for final clearing):
 - a. The mics are put away neatly;
 - b. Audio cables should be loosely coiled and returned to their proper places;
 - c. The monitor is off;
 - d. The AC or heat is off;

- e. The cameras are in their original positions;
 - f. Cameras should be turned off at camera first and control room second, properly capped and positioned out of the way;
 - g. The camera cables are loosely coiled on the orange spools;
 - h. Lights should be turned off;
 - i. Everything brought in by the producer has been taken out;
 - j. Chairs are to be stacked and Concord TV furniture is to be returned to their proper places;
 - k. Floor of studio should be clear of debris.
6. Video equipment must be treated with care. Eating and drinking are allowed only in designated areas. Smoking is not allowed in the facility.
- E. Time blocks for equipment reservations will be as follows (unless prior arrangements have been made with the Concord TV staff):
- 1. Portable equipment: 24 hours except over weekends, holidays, or such other times as Concord TV facilities are not open; no more than two reservations per week;
 - 2. Editing equipment: 3 hour blocks;
 - 3. Studio facilities: 1 hour for every half hour of show time, not to exceed 4 hours in one week.
- F. Noncompliance with any operating rules and procedures, behavior that is detrimental to access television, loss or damage to equipment, or unauthorized commercial use of facilities, or use of Concord TV' studio or equipment for private or solely recreational use, may result in the loss of user privileges (see Section XXII.)

XIX. Prohibitions and Clearances

- A. Concord TV Producers are fully responsible for the content of all program material which they produce. Said producers are solely responsible for any and all legal expenses associated with their productions.
- B. The following material is prohibited:
 - 1. Any obscene, indecent, libelous, or slanderous material;

2. Any solicitation of funds or material for any and all purposes including the promotion, advertising and sale of commercial products and services (community based, licensed nonprofits and charitable organizations excepted.) Advertising and promotion is further defined as praising or telling about a product, service or business so as to make people want to buy; as intentionally displaying business or product names, logos, or symbols; as having the intent to make a profit as a result of the telecast;
 3. Any solicitation of funds by and for individuals;
 4. Any lottery information;
 5. Any invasion of privacy;
 6. Any violation of trademark, copyright or publicity rights which may violate any local, state, or federal law;
 7. Any illegal activity or any programming that promotes illegal activity.
- C. Programs produced and cablecast with Concord TV equipment or facilities may not be used for sale, profit, or financial gain, other than for Concord TV. (Sec. XXII)
- D. Use of Concord TV's studio or equipment for personal or solely recreational use is prohibited.
- E. Concord TV strongly suggests that Community Access producers obtain a signed Performer Release Form (Appendix C) from all people appearing on any program shown on the Public Access Channels. A responsible adult will execute the necessary assurances that authorization has been obtained concerning the use of any equipment by a minor and/or the appearance of any minors on a cablecast program. Said adults will be responsible for any liability resulting from the use of equipment or an appearance by a minor.
- F. Producers may not seek grants, underwriting, sponsorship, or donations for their shows or for Concord TV without prior approval of the Executive Director.
- G. Concord TV strongly suggests that Community Access producers taping at a location other than the Concord TV studios obtain a signed Location Release Form (Appendix D).

- H. Anyone who submits programming for playback on the Access Channels is personally responsible for the content of the programming. Each submitted tape must be accompanied by a Producer Agreement & Indemnification Form (Appendix E).
- I. Community Access producers must not represent themselves as employees of Concord TV or as authorized to speak for the organization. Such actions may result in suspension of access privileges.

XX. Conduct

- A. It is expected that all participating individuals (producers, guests, and volunteers) will conduct themselves in a responsible manner at all times and not interfere with the orderly conduct of Concord TV activities or programs.
- B. The Concord TV studios are located in Concord High School. While in Concord TV studios or on Concord High School Grounds all individuals must follow the High School's Policies as they now exist or may be changed in the future. The CHS Handbook is available at the Concord TV office and at www.csd.k12.nh.us/chs.

XXI. Violations and Consequences

- A. Major Violations
These may include but are not limited to:
 1. Unauthorized commercial or profit-making uses of the Public Access facilities or any use of facilities for other than programs to be cablecast;
 2. Harassment of personnel, volunteers and/or guests;
 3. Falsifying forms;
 4. Taking or reserving equipment without staff permission;
 5. Abuse of equipment, including attempted repair and/or reconfiguration of or changing wiring;

A first major violation will result in an immediate 90-day forfeiture of facility and equipment privileges. A second major violation will result in the permanent forfeiture of facility and equipment privileges. Major Violation A.1. will additionally result in assessment of facilities' rental fees.

B. Minor Violations

These may include but are not limited to:

1. Failure to cancel reservations in accordance with policy;
2. Late pick-up or return of equipment without notification and approval;
3. Repeated mishandling of equipment;
4. Eating, drinking or smoking in restricted areas;
5. Failure to clean up after use of facilities;
6. Handling off-limits equipment or being in off-limits areas;
7. Loitering;
8. Neglect of Production Policies or Procedures.

Minor violations will result in the following series of actions which are documented and reviewed with the volunteer and kept on file at the studio:

First violation.....written warning
Second violation.....30 day suspension
Third violation.....1 year suspension
Fourth violation.....permanent suspension

XXII. Grievance Procedure

A. Informal

1. Any Grievance regarding violations, warnings and/or suspensions or any other matter concerning these Production Policies and Procedures should first be discussed with the Concord TV Executive Director.
2. If the consultation described above results in an acceptable solution, a written statement of the resolution will be sent to the aggrieved party. If the consultation does not result in an acceptable solution, or if the Grievance is with the Concord TV Executive Director, a Formal Grievance may be filed following the Formal Grievance Procedure described in B.

B. Formal

1. Anyone aggrieved by the Concord TV Executive Director's decision or

interpretation of these policies and procedures, who is unable to resolve the grievance by the informal procedure outlined above, will receive, in writing, by certified mail, return receipt requested, within seven business days, a detailed explanation of the violation, the applicable section (s) of the Production Policies and Procedures, the action taken and an explanation of the formal grievance procedure. Upon receipt, the aggrieved party may file a written appeal within seven business days to the Concord TV Board. The written appeal should also describe the grievance and cite the applicable section (s) of the Production Policies and Procedures. Failure of the aggrieved party to respond within seven business days will result in acceptance and completion by the aggrieved party of the original action taken.

2. The Concord TV Board will, within 30 days of receipt of a written appeal, schedule a hearing on the complaint and notify the aggrieved party, in writing, by certified mail, of the date, time and place of such hearing, at least seven days before the hearing. The Concord TV Executive Director will be provided a copy of the written appeal. Failure of the aggrieved party to appear for the hearing, without notifying the Executive Director or Concord TV Board of adequate reason, may result in acceptance and completion by the aggrieved party of the original action taken. The aggrieved party may request, in writing, a rescheduling of the hearing.
3. No formal rules of evidence or procedure will be required for such a hearing, but the Concord TV Board will hear all evidence it deems relevant and will permit both parties to address the issues raised by the Grievance.
4. Within seven (7) business days of the close of such a hearing, the Concord TV Board will issue a final written decision to the aggrieved party, by certified mail.
5. During the entire formal grievance period, the Executive Director's original action as a result of the violation(s) will remain in effect.

XXIII. Amendments

Concord TV's Board of Directors reserves the right to amend these Production Policies and Procedures at any time. Producers will be notified of any changes.

Appendix A

NH RSA CHAPTER 650
OBSCENE MATTER

General Provisions

650:1 Definitions.

650:2 Offenses.

650:3 Exemptions.

650:4 Justifiable and Non-Commercial Private Dissemination.

650:5 Evidence; Adjudication of Obscenity.

Preliminary Hearing

650:6 Preliminary Hearing.

General Provisions

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. 1995

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, eff. Jan. 1, 1995.

650:3 Exemption. A motion picture projectionist or motion picture machine operator who is regularly employed by anybody to operate a projecting machine in a public motion picture theatre shall not be guilty of a violation under this chapter because of the picture which is being projected if he is required to project it as part of his employment.

Source. 1971, 518:1, eff. Nov. 1, 1973.

650:4 Justifiable and Non-Commercial Private Dissemination. It is an affirmative defense to prosecution under this chapter that dissemination was restricted to:

I. Institutions or persons having scientific, educational, governmental or other similar justification for possessing obscene material; or

II. Non-commercial dissemination to personal associates of the accused who are not under 18 years of age.

Source. 1971, 518:1, eff. Nov. 1, 1973.

650:5 Evidence; Adjudication of Obscenity. In any prosecution under this chapter, evidence shall be admissible to show:

I. The character of the audience for which the material was designed or to which it was directed;

II. What the predominant appeal of the material would be for ordinary adults or any special audience to which it was directed;

III. The degree of public acceptance of the material in this state;

IV. Appeal to prurient interest, or absence thereof, in advertising or other promotion of the material; and

V. The good repute of the author, creator, publisher or other person from whom the material originated;

VI. Expert testimony and testimony of the author, creator, publisher or other person from whom the material originated, relating to factors entering into determination of the issue of obscenity.

Source. 1971, 518:1. 1976, 46:5, eff. June 1, 1976.

Preliminary Hearing

650:6 Preliminary Hearing.

I. No recognized or established school, museum, public library or governmental agency, nor any person acting as an employee or agent of such institution, shall be arrested, charged or indicted for any violation of a provision of this chapter until such time as the material involved has first been the subject of an adversary hearing wherein such institution or person is made a defendant, and, after such material is declared by the court to be obscene matter, such institution or person continues to engage in the conduct prohibited by this chapter. The sole issue at the hearing shall be whether the material is obscene matter.

II. The adversary hearing prescribed in paragraph I of this section may be initiated only by complaint of the county attorney or the attorney general. Hearing on the complaint shall be held in the superior court of the county in which the alleged violation occurs. Notice of the complaint and of the hearing shall be given by registered mail or personal service. The notice shall state the nature of the violation, the date, place and time of the hearing, and the right to present and

cross-examine witnesses. In addition to the defendant, any other interested party may appear at the hearing in opposition to the complaint and may present and cross-examine witnesses. For the purposes of this paragraph, the term "interested party" includes, but is not limited to the manufacturer of the material alleged to be harmful to minors.

III. The state or any defendant may appeal from a judgment. Such appeal shall not stay the judgment. Any defendant engaging in conduct prohibited by this chapter subsequent to notice of the judgment finding the material to be obscene matter shall be subject to criminal prosecution notwithstanding the appeal from the judgment.

Source. 1979, 397:2, eff. Aug. 22, 1979.

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Revised October 1996

Concord TV's production forms can be obtained at the facility or on the web at:
www.yourconcordtv.org