



Production Policies & Procedures

Revised April 2, 2018

Table of Contents

[Introduction](#)

[I. Statement of Purpose](#)

[II. Definitions](#)

[III. Non-discrimination](#)

[IV. Qualifications](#)

[V. Education Access Channel 6 Policies and Programming](#)

[VI. Government Access Channel 17 Policies and Programming](#)

[VII. Public Access Channel 22 Policies and Programming](#)

[IX. Community Bulletin Board](#)

[X. Live Programs](#)

[XI. Facility Time](#)

[XII. Channel Time](#)

[XIII. Charge for Facilities](#)

[XIV. Cablecasting Procedures](#)

[XV. Ownership](#)

[XVII. Grants, Underwriting, and Sponsorship](#)

[XVIII. Equipment Use and Procedures](#)

[A. Equipment scheduling](#)

[B. Field equipment](#)

[C. Studio Equipment](#)

[Prohibitions and Clearances](#)

[XX. Conduct](#)

[XXI. Violations and Consequences](#)

[Major Violations](#)

[Minor Violations](#)

[XXII. Grievance Procedure](#)

[XXIII. Amendments](#)

[Appendix A NH RSA CHAPTER 650](#)

[Appendix C Performer Release](#)

[Appendix D Location Release](#)

[Appendix E](#)

[Appendix F1](#)

[Appendix G Producer Support Program](#)

[Appendix H ConcordTV](#)

Introduction

ConcordTV's mission is *"Concord Community TV (ConcordTV) 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. ConcordTV 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, Education 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 (ConcordTV) to operate Concord's PEG studio and channels. ConcordTV 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.

1. The Concord School District exercises control over programs produced by the Concord School District for the Education Access Channel (Channel 6).
2. The City of Concord, through the City Manager, exercises control over the Government Access Channel (Channel 17).
3. The ConcordTV Board and staff exercises control over the Public Access Channel to the extent provided by law (Channel 22).

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 Education Access facility.
- 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 "Public Access Channel" refers to Concord Cable Channel 22 or any other channel(s) designated for Public Access cablecasting.
- F. The "Education Access Channel" refers to Concord Cable Channel 6 or any other channel(s) designated for Education Access cablecasting.
- G. The "Government Access Channel" refers to Concord Cable Channel 17 or any other channel(s) designated for Government Access cablecasting.
- H. The "Local Sponsor" is a Concord resident who requests a program to be cablecast on our channels and fills out appropriate producer paperwork.

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 ConcordTV 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. ConcordTV reserves the right to deny access of its facilities to anyone deemed unable to operate the equipment properly; anyone who abuses facilities owned by ConcordTV, the school district, or the city; or anyone who abuses ConcordTV staff, volunteers and/or guests.
- C. All individuals interested in or planning to utilize ConcordTV's facilities and services (equipment use, training, and resources) must first attend an orientation session.
- D. ConcordTV provides limited crew to access producers as part of its Producer Support Program (Appendix G). However, access producers of a regular series programs are required to provide their own crews and a certified director for their productions.
- E. ConcordTV 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.
- F. ConcordTV may provide, at its own discretion, production assistance for recording content outside of the Producer Support Program.
- G. Producers are required to complete a Project Proposal form (Appendix F) for any series or individual program prior to reserving equipment.

V. 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. Priority is given to Concord School

District content on this channel.

- 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. In addition to prohibitions listed in Section XIX, programming may not be used for religious proselytizing.
- F. Programming deemed inappropriate for cablecast on Channel 6 may be considered for cablecast on the Public Access Channel.
- G. Satellite feed programming or a Bulletin Board (as defined in section IX) may run on Education Access Channel 6 at times when no school-related programming is cablecast.
- H. The Concord School District is only responsible for programming on Channel 6 that it produces.
- I. Other educational programming (that meets requirements set in section VI C.) not produced by schools or school districts may be aired at the discretion of ConcordTV.
- J. All programs cablecast on Education Access Channel 6 must adhere to technical guidelines as defined in section XII.

VI. 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, safety, or general welfare of area residents will receive priority.
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.
- B. All programs cablecast on Government Access Channel 17 must adhere to technical guidelines as defined in section XII.
- C. A satellite feed or Bulletin Board (as defined in section IX) may run on Government Access Channel 17 at times when no government-related programming is cablecast. The operation of Government Access Channel 17 will be the responsibility of ConcordTV. Content will be the responsibility of the city.

VII. 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 (Appendix E) before a program or series is cablecast (either Series or Non- Series scheduling form).
- 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:
 - a. The material is produced locally or sponsored by community members;
 - b. 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 or filled with the Community Bulletin Board;
 - c. The producer needs to select a program for replay if a new program is not available.

Failure to not designate a program for replay may result in loss of timeslot, or filling of the timeslot with Community Bulletin Board.

- D. When a program has been cablecast, the scheduling of its replay must be approved by the Executive Director or designee.
- E. Programs identified as containing adult/mature material will be scheduled to play at a time between 11:00 PM and 5:00 AM. Producers are responsible for informing ConcordTV staff if their program contains adult/mature material.
- F. Producers must include the following disclaimer before the start of their programs:
"The following is a public access production. The views and opinions expressed during this program are not necessarily those of ConcordTV. The producer is solely responsible for its content."
- G. All programs cablecast on Public Access Channel 22 must adhere to technical guidelines as defined in section XII.
- H. All programs cablecast on Public Access Channel 22 must adhere to the Prohibitions and Clearances guidelines set forth in section XIX.

IX. Community Bulletin Board

- A. The Community Bulletin Board(s) are available for noncommercial messages and announcements of public, not private, interest.
- B. Listings for events will be accepted only if the content is relevant to the greater Concord Community.
- C. Church sponsored events will be listed if open to the public.
ConcordTV staff may edit announcements.
- D. For acceptable formats check our website www.yourconcordtv.org, or ConcordTV staff.
Submissions may be sent via email, website, or Hand delivered to the address below.
*170 Warren St.
Concord, NH, 03301
Tel: 226-8872 / Fax: 226-3343
www.yourconcordtv.org*
- E. Announcements must be submitted as an accepted pre-approved digital format. Bulletins that require manual transcribing cannot be accepted.
- F. 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. Time-sensitive slides or video will be removed as indicated. In order to keep the Bulletin Board system from looking stale, general slides that are not time-sensitive will be removed after 2 months. At that time you may resubmit them with refreshed colors, pictures or graphics.
- G. Slides can be submitted as a short video PSA. For more information regarding video slides, formats and runtimes, please refer to our website or talk to ConcordTV staff.

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 ConcordTV staff at least 30 days before cablecasting.
- C. Live programs must have sufficient crew coverage as per a case per case basis.
- D. Live programming privileges may be rescinded for any of the following:

- a. Having inadequate crew to successfully fulfill the obligation to produce the scheduled programming;
- b. Programs not beginning or ending at specified times;
- c. Content and Conduct violations (see Section XIX and XX) occurring during live programming.

XI. Facility Time

The following priorities will generally determine facility use. Priority is given in the order listed:

- A. Programming by city;
- B. Programming by school district and/or school agencies;
- C. Programming by qualified volunteer community producers.

XII. Channel Time

- A. ConcordTV retains the right to schedule programming playback at times of its discretion. Every effort will be made to accommodate producers' requested timeslots.
- B. The following priorities will generally determine channel time in the following order:
 - a. Locally produced first-run programs;
 - b. Locally sponsored first-run programs;
 - c. Locally produced programs previously cablecast may be re-run upon request and with the approval of the ConcordTV Executive Director or designee;
 - d. Locally sponsored programs previously cablecast may be re-run upon request and with the approval of the ConcordTV Executive Director or designee;
 - e. Programs with no local sponsor.
- C. ConcordTV reserves the right to preempt scheduled programming.
- D. Programs produced by local citizens or institutions may be considered for cablecast, as well as those, professionally produced, in accordance with the following guidelines:
 - a. Programs delivered physically as a DVD, on a USB device, or other pre-approved delivery methods. For current acceptable formats, see our website or talk to ConcordTV staff.
 - b. Video and audio quality must be acceptable for cablecast;
 - c. Programs must address at least one of the objectives of the designated Channel;
 - d. Programming submitted must adhere to guidelines set forth in sections VI, VII or VIII.
- E. Some programming content may be selected to be put online on-demand (CloudCast) with approval from independent producer.
 - a. Programming put on ConcordTV On-Demand will remain for a minimum of 30 (thirty) days before being subject to routine removal to free cloud storage space for new programming.
 - b. Programming online can be subject for removal by ConcordTV Staff and/or Board at any notice without warning.
 - c. ConcordTV On Demand is not affiliated with cable provider on-demand and is accessible online only or through select third-party players.

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. ConcordTV may charge for training or consumables (DVD's etc.). The station will charge for dubbing copies of ConcordTV programs

as per posted rates.

XIV. Cablecasting Procedures

- A. Before cablecast, all DVDs must be clearly labeled with the following information:
 - a. Producer's name;
 - b. Production date;
 - c. Title of program;
 - d. Precise total running time.
Example: TRT 1:03:45.
- B. Digital Formats (eg. via SD cards, Google Docs, Thumb drive, etc.)
 - a. Must be named, show name and date of production for example - Exampleshowname 010115.mp4
 - b. Acceptable formats are MPEG 2, MPEG 4, H.264 - For a more comprehensive list of specifics please ask the staff
- B. The beginning of all cablecast programs must have:
 - a. 15 seconds of disclaimer (see Section VIII.F.).
- C. The end of all cablecast programs should have
 - a. 15 seconds of disclaimer (see Section VIII.F.).
- D. ConcordTV 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. ConcordTV maintains the right to retain a copy of any program produced with ConcordTV resources. These programs may be cablecast or otherwise used for promotional purposes by ConcordTV.
- B. The producer should assign fair credit to all participants in the production.
- C. All producers are responsible for keeping master copies of their programs.

XVII. Grants, Underwriting, and Sponsorship

- A. ConcordTV reserves the right to seek and/or approve underwriting/sponsorship, and collect funds for such, for any programming produced and cablecast at and by ConcordTV. Any acknowledgment of underwriters/sponsors must be prepared by staff only. ConcordTV 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.
- B. Producers may seek grants, underwriting, sponsorship, or donations for their shows with prior written approval of the Executive Director, and must follow the guidelines set forth in section XIX
- C.

XVIII. Equipment Use and Procedures

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

A. Equipment scheduling

- a. Starting on the first of every month reservations for field equipment can be made up to 2 months in advance and no less than 48 hours in advance.
- b. Studio reservations for series producers may be made up to 2 months in advance. All requests will be handled on a first come - first served basis.
- c. 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 ConcordTV privileges.
- d. Any damage to equipment or operating irregularities must be reported to the ConcordTV staff as soon as possible. Under no circumstances, should a producer attempt to repair any equipment and/or reconfigure or change wiring.

B. Field equipment

1. Field equipment must be signed out using appropriate forms. Producers are responsible for losses or damage that is checked out to them or their crew.
2. Producers are responsible for testing all equipment prior to taking the equipment out of the ConcordTV 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 ConcordTV 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 certified by ConcordTV.
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 ConcordTV 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.

C. Studio Equipment

1. PEG Center users are responsible for testing all equipment prior to starting a project to ensure that all equipment is in proper working order. Failure to do so will result in producers assuming total responsibility.
2. Producers are responsible for enlisting a trained and certified crew, including a certified director, for any given series production. A producer must be present while the studio is being used.
3. Additional material (e.g. sets, graphics, flash Drives, SD cards) may be supplied by users and such material must be removed after the production. Any items or materials left behind are not the responsibility of ConcordTV staff.
4. Crew and talent are encouraged to arrive 15 minutes prior to scheduled beginning of the reservation.
5. All visitors to ConcordTV must sign in to the log books in the front office. Producers are responsible for ensuring that all parties involved with their production (producers, crew, guests, etc.) are properly signed in.
6. Studio shoot must be completed on time unless specifically authorized by ConcordTV staff. The studio must be cleared (see below) no later than the end of the reservation:
 - a. The mics are put away neatly;
 - b. Audio cables should be properly coiled and returned to their proper places;
 - c. The monitors are off;
 - d. The AC or heat is returned to its pre-show condition;
 - e. The cameras are in their original positions;
 - f. Cameras should be turned off, properly capped and positioned out of the way;
 - g. The camera cables are loosely coiled on the wall hooks;
 - h. Lights should be turned off;
 - i. Everything brought in by the producer has been taken out, Including trash;
 - j. Chairs are to be stacked and ConcordTV furniture is to be returned to their proper places;
 - k. Floor of studio should be clear of debris;
 - l. Producer must check out with a staff member before vacating the studio.
7. Video equipment must be treated with care. Eating and drinking are allowed only in designated areas. Smoking is not allowed in the facility.
8. Time blocks for equipment reservations will be as follows (unless prior arrangements have been made with the ConcordTV staff):
 - a. Portable equipment: 48 hours except over weekends, holidays, or such other times as ConcordTV facilities are not open; no more than two reservations per week;
 - b. Editing equipment: 3 hour blocks;
 - c. Studio facilities: A maximum of 2hrs of studio time can be reserved per producer, per week. For each half hour of taping you must allot for 30 minutes of setup time.
 - d. 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 ConcordTV studio or equipment for private or solely recreational use, may result in the loss of user privileges (see Section XXI).

Prohibitions and Clearances

1. ConcordTV 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.

2. The following material is prohibited:
 - a. Any obscene, indecent, libelous, or slanderous material;
 - b. 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;
 - c. Any solicitation of funds by and for individuals;
 - d. Any lottery information;
 - e. Any invasion of privacy;
 - f. Any violation of trademark, copyright or publicity rights which may violate any local, state, or federal law;
 - g. Any illegal activity or any programming that promotes illegal activity.
3. Programs produced and cablecast with ConcordTV equipment or facilities may not be used for sale, profit, or financial gain, other than for ConcordTV.
4. Use of ConcordTV's studio or equipment for personal or solely recreational use is prohibited.
5. ConcordTV 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.
6. Producers may not seek grants, underwriting, sponsorship, or donations for their shows or for ConcordTV without prior approval of the Executive Director.
7. ConcordTV strongly suggests that Community Access producers taping at a location other than the ConcordTV studios obtain a signed Location Release Form (Appendix D)
8. Anyone who submits programming for playback on the Access Channels is personally responsible for the content of the programming. Each submitted program must be accompanied by a Program Scheduling and Producer Agreement & Indemnification Form (Appendix E for Series, Appendix H for regular.)
9. Community Access producers must not represent themselves as employees of ConcordTV or as authorized to speak for the organization. Such actions may result in suspension of access privileges.

XX. Conduct

1. 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 ConcordTV activities or programs.
2. The ConcordTV studios are located in Concord High School. While in ConcordTV 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 ConcordTV office and at http://chs.sau8.org/about_us/handbook_policies

XXI. Violations and Consequences

Major Violations

These may include but are not limited to:

1. Unauthorized commercial or profit-making uses of the Public Access facilities and/or equipment or any use of facilities and/or equipment for other than programs to be cablecast;
2. Harassment of personnel, volunteers and/or guests;
3. Falsifying forms;
4. Taking 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 1. will additionally result in assessment of facilities' rental fees.

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. Failure to abide by Production Policies or Procedures;
9. Failure to respect ConcordTV's hours of operation.

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	Verbal Warning
Second Violation	Written Warning
Third Violation	30 day Suspension
Fourth Violation	1 year Suspension
Fifth Violation	Permanent Suspension

XXII. Grievance Procedure

1. Informal
 - a. Any grievance regarding violations, warnings and/or suspensions or any other matter concerning these Production Policies and Procedures should first be discussed with the ConcordTV Executive Director.
 - b. 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 ConcordTV Executive Director, a

formal grievance may be filed following the formal grievance procedure described below in 2.

2. Formal

- a. Anyone aggrieved by the ConcordTV 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 ConcordTV 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.
- b. The ConcordTV 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 ConcordTV 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 ConcordTV 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.
- c. No formal rules of evidence or procedure will be required for such a hearing, but the ConcordTV Board will hear all evidence it deems relevant and will permit both parties to address the issues raised by the grievance.
- d. Within seven (7) business days of the close of such a hearing, the ConcordTV Board will issue a final written decision to the aggrieved party, by certified mail.
- e. 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

Please note our production policy for independent producers. These shall be:

- a. No productions when the Concord School District is closed for holidays or emergencies (such as winter storms, power outages, etc);
- b. No productions during the week(s) of our Youth Video Camps. Camp schedule can be found on our website (www.yourconcordtv.org); and
- c. No productions the week prior to, during or immediately after, any major ConcordTV fundraiser or event.

ConcordTV's Executive Director, with approval of the 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.

Appendix A (Cont'd)

- 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.

Appendix A (Cont'd)

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.*

Appendix A (Cont'd)

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.

© 1995 New Hampshire State Library.

Revised October 1996

Appendix C

Performer Release

I, _____ (Performer), hereby assign to _____ (Producer) the right to record my voice and/or likeness for use in a media/art production that is tentatively titled _____.

In assigning these rights, the Performer grants to the Producer and its successors, assigns, and licenses the full and irrevocable right to produce, copy, distribute, exhibit and transmit the Performer's voice, image, and likeness in conjunction with the Production by means of broadcast/cablecast, videotape, film, CD-Rom, web, internet, or any similar electronic or mechanical method of present or future use and innovation.

The Performer acknowledges that any picture or recording taken of the Performer under the terms of the license becomes the sole and exclusive property of the Producer in perpetuity. The Performer and the Performer's heirs and assigns shall have no right to bring legal action against the Producer for any use of the pictures or recordings, regardless of whether such use is claimed to be defamatory or censurable in nature.

The Performer further acknowledges that the Producer shall have the right to use the Performer's name, portrait, picture, voice and biographical information to promote or publicize the Production and to authorize others to do the same. However, nothing shall require the Producer to use the Performer's name, voice or likeness in any of the manners described on this license or to exercise any of the rights set forth herein.

The Performer warrants and represents that he or she is free to enter into this license and that this agreement does not conflict with any existing contracts or agreements to which the performer is a party. The Performer agrees to hold the Producer and any third parties harmless from and against any and all claims, liabilities, losses or damages that may arise from the use of the Performer's voice or image in the Production. It is agreed that the foregoing grant of rights is made for promotional consideration only, and the Producer's exercise of the grant of rights shall be deemed full consideration for such grant.

AGREED AND ACCEPTED:

Signature: Printed Name:
Address Date:

In the event that the performer is a minor, I acknowledge that I am the legal guardian of the performer described above. Acting as the performer's legal guardian, I consent to the terms of this license and to the granting of the rights described herein. I also consent to indemnify and to hold harmless the Producer and all third parties against any claims that may arise from the use of the minor's name, image, or likeness in the production.

Check this box if the performer is a minor under the age of 18 and complete the section(s) below.

Signature: Printed Name:
Relationship to performer: Date:

DIRECTOR / PRODUCER / CREW USE ONLY:

Signature: Printed Name:

Appendix D

Location Release

The undersigned hereby grants to _____ (Producer) the permission, right and license to photograph, film and videotape the premises located at _____ (Premises) for a media production which is tentatively titled _____ (Production).

Under the terms of this agreement, the Producer is permitted to occupy and use the Premises for the _____ (Date and Time). During this period, the Producer may place all necessary sets, equipment and facilities on the Premises.

Any pictures or recordings taken of the Premises under the terms of this license become the sole and exclusive property of the Producer in perpetuity. The Producer will retain the full and irrevocable right to produce, copy, distribute, exhibit and transmit the pictures and recordings by means of broadcast or cablecast, videotape, film or any similar electronic or mechanical method. The undersigned and the undersigned's heirs and assigns shall have no right to bring legal action against the Producer for any use of the pictures or recordings.

Nothing in this agreement shall obligate the Producer to use the Premises for filming or recording purposes or to include material shot on the Premises in the Production.

The undersigned represents that he or she has the right to enter into this agreement and the authority to grant the rights described herein. The undersigned further represents that the rights granted hereunder do not conflict with the terms of any existing contract, license or agreement.

AGREED AND ACCEPTED

Signature _____ Printed Name _____

Address _____ Date _____

For the Producer:

Signature _____

Printed Name _____

Appendix E

Concord TV

Program Scheduling Form

Please fill out both sides of this form.

Date: ____/____/____

Your Name (not your organization): _____

Are you a representative of: The Concord School District The City of Concord

Program Title: _____

Please check one: Producer Local Sponsor

Do not play my program after (optional): ____/____/____

Total Running Time: ____:____:____ (From the first frame of disclaimer to the last frame of show)

Please notify me of the play times: email _____ or phone _____

Category:

- Arts/Entertainment
- Children
- Educational
- Election/Candidate
- Ethnic
- Health
- Public Affairs
- PSA/Promo
- Religious/Spiritual
- Sports

After my program is done airing:

- Call me to pick up my show

Reuse or recycle my tape

**ConcordTV
Producer Agreement and Indemnification**

I, _____, as producer or sponsor of the program titled _____, accept full responsibility for program content for cablecast on Public Access Television. I agree to indemnify and hold harmless CONCORDTV, its officers, directors, employees, and agents and participating school districts from liability or legal fees and expenses incurred as a result of cablecasting this program. I warrant and represent that the program does not contain:

1. Any solicitation of funds or material designed to promote the sale of commercial products or services;
2. Any solicitation of funds by individuals;
3. Any material that is obscene, indecent, or an invasion of privacy;
4. Any material promoting a lottery, gift, or similar enterprises;
5. Any material requiring union, residual or other payment including, but not limited to, talent and crew unless those payments have been waived;
6. Any material that is defamatory or contrary to any existing law;
7. Any material that is copyrighted or subject to ownership or royalty rights without necessary releases, licenses, or other permission.

Upon request, I agree to provide CONCORDTV with copies of any releases, licenses, or other permissions as set forth in section 7 above, obtained by me with respect to the program. I also agree to secure all proper performance and location releases.

Further, I agree to abide by the Production Policies and Procedures. I also agree to release CONCORDTV and the PEG Center Coordinator from responsibility if the program is lost, damaged, or stolen while in their custody.

1. I understand the following, no program produced with CONCORDTV facilities or equipment may be used for fundraising or as a revenue generating product without prior approval of the Executive Director.
2. CONCORDTV reserves the right to seek underwriting/sponsorship, and collect funds for such, for any programming produced and cablecast at CONCORDTV facilities. Any acknowledgment of underwriters/sponsors must be prepared by staff only.
3. Programs produced and cablecast with CONCORDTV facilities or equipment may not be used for sale or profit.

Producer signature: _____

Printed Name: _____

Organization: _____

Address: _____

Email Address: _____

Phone: _____ Date: _____

PEG Center Coordinator: _____

Staff-Only Area:

Scheduled on: _____ Notified of airtimes: _____

Appendix F

Project Proposal

Producer Name: _____ Co-Producer Name: _____

Phone Number: _____ Email: _____

Complete Program Title: _____

Estimated Completion Date: _____ Program Length (approx): _____

Production Type

What type of program will you be producing? Series Single Program

If a series, what kind of series is it? Monthly Weekly Bi-weekly

Program Details

Are you working on this program with or for a non-profit organization? Yes No

If yes, which organization? _____

Please provide a brief description of your program

(optional): _____

How do you plan to use your program after completion? _____

Staff only area: Person ID# _____ Project ID# _____ CONCORD COMMUNITY TV Staff
Initials for Approval _____ Date: _____

Appendix G Producer Support Program

Producer Support Program offers production assistance to those interested in creating ConcordTV programs but are unable to provide volunteer tech crew.

How it works: ConcordTV's studio at Concord High School is open to Concord residents or nonprofit organizations that wish to tape a program adhering to the following guidelines:

- The studio is reserved two Wednesdays each month for taping productions (1st and 3rd Wednesdays, unless otherwise noted);
- Four time slots will be available: 2:00-3:00pm (producer and guests arriving at this time must sign in at CHS Main Office); 3:30 to 4:30 p.m.; 5:00 to 6:00 p.m.; and 6:30 to 7:30 p.m. (ConcordTV closes at 8 p.m.);
- Bookings are on a first come, first served basis and limited to 2 months in advance;
- No productions when school is closed, weeks of video camps, major fundraisers, etc;
- When booking the studio, provide the following information: producer name, program name, date/time desired, episode name, program length, episode summary, guest(s) information (full name and title);
- Bookings in studio are limited to one hour for each production- including set-up, taping the program, and take-down;
- Producer must arrive at the beginning of their time slot and be available to assist with studio set-up as needed;
- Guests should arrive at the beginning of their time slot-and must sign in at the ConcordTV front office. Producers are encouraged to send directions to their guest(s) in advance;
- Limited to one hour time slot per month;
- Requests for more time slots will be considered a regular series, at which time the producer must provide its entire crew and such studio time will be scheduled on non Producer Support Program dates. ConcordTV provides classes to train crew members;
- No more than 3 hosts/guests per recording will be permitted under any circumstances;
- If a program involves more than a standard "talking heads" type program, such as performances, demonstrations, etc, this is beyond the scope of Producer Support Program.
- Graphics for the program will include a show intro graphic and lower thirds;
- No post production will be provided;
- Producers and any crew members must have attended a ConcordTV orientation and Planning Your Program;
- Producers are bound by the Concord TV Policy and Procedures, and must have read the manual and provide a signed copy attesting that they have read the document. Producers must also fill out a Project Proposal and Producer Agreement and Indemnification prior to their first show.
- Shows will be made available for cablecast in a reasonable manner. There is no specific timetable due to variable factors.
- Any exceptions to these policies must be approved by the Executive Director.

Appendix H ConcordTV

Program Scheduling Form

Please fill out **both sides** of this form.

Date: ____/____/____

Your Name (not your organization): _____

Are you a representative of: The Concord School District The City of Concord

Program Title: _____

Please include a 1-2 sentence summary of your program: _____

Please check one: Producer Local Sponsor

Do not play my program after (optional): ____/____/____

Total Running Time: ____:____:____

Please notify me of the play times: email _____ or phone _____

Format:

- DVD
- SD Card
- Thumbdrive
- Digital Download
- NHCCM Server
- Other _____

ACKNOWLEDGMENT

I have received a copy of the ConcordTV Policies and Procedures, and have reviewed and understand the policies described in the document and agree to abide by them.

I understand that the Policies and Procedures as described in the document may be changed from time to time, with or without advance notice, at ConcordTV's discretion, and I will be notified of said changes when they occur.

Signed _____

Please Print Name _____

Date _____