

## SF Commons Policies and Procedures

The Policies and Procedures contained in this document are subject to change at the sole discretion of SF Commons and Bay Area Video Coalition (BAVC). SF Commons is a program of BAVC; throughout this policies document, the names SF Commons and BAVC are used interchangeably. The most recent version of Policies and Procedures can always be found on the BAVC website ([bavc.org/sfcommons](http://bavc.org/sfcommons)). By utilizing SF Commons facilities and services, you agree to be bound by the most current version of these Policies and Procedures. Please carefully review this entire document and review it from time to time, as Policies and Procedures may change.

### Membership Policies

BAVC membership is open to all members of the public. To produce for SF Commons, individuals must become BAVC members, as well as be current residents of the City of San Francisco.

Proof of current San Francisco residency on a dated document and a signed *Statement of Compliance* are required to be an SF Commons Producer for any program. The Producer of a program is the single individual who is responsible for that program. Only San Francisco residents with an active membership status may produce/submit programs, check out equipment or reserve facilities for the production of that program. Proof of residency must be submitted on an annual basis with membership renewal, and we reserve the right to request updated documents at any time.

Producers using SF Commons facilities or submitting content for broadcast must provide to SF Commons documentation of their true and legal identity and their qualifying San Francisco physical residence address. SF Commons may retain this information and copies of such documents in its files.

We utilize the same Proof of Residence requirements as the City and County of San Francisco. You may submit any of the following as Proof of Residence:

- [San Francisco City Identification Card](#)
- State I.D., driver's license, or passport, issued within the past six months
- Utility bill dated within the last 30 days
- Local property tax statement or mortgage payment receipt dated within the last 30 days
- Bank account statement dated within the last 30 days
- Proof of a minor currently enrolled in a San Francisco school
- Current San Francisco Golf Resident Card
- Employment pay stub dated within the last 30 days
- Written ruling, order or notice from the Residential Rent Stabilization and Arbitration Board dated within the last 30 days
- Jury summons or court order issued by a state or federal court and dated within the last 30 days
- Federal or state income tax or refund statement dated within the last 30 days
- Insurance bill (homeowner's, renter's, health, life or automobile insurance) dated within the last 30 days
- Written verification issued by a homeless shelter that receives City funding confirming at least 15 days residency within the last 30 days
- Written verification issued by a hospital, health clinic or social services agency that receives City funding confirming at least 15 days residency within the last 30 days

- If a certified copy of a marriage certificate or registered domestic partnership certificate is presented at the time of application, an applicant may prove residency using documents bearing the name of his/her partner or spouse.

BAVC members who are not San Francisco residents may attend trainings and certifications in order to crew for a designated SF Commons Producer's programs, but may only use equipment and facilities when crewing on a program for SF Commons with an active SF Commons Producer. Non-resident members cannot produce programs nor reserve or check out facilities and equipment. This policy is designed to allow for greater participation and a bigger crew pool of qualified volunteers and collaborators from which San Francisco producers can draw.

For information about membership and to sign up, see [bavc.org/membership](http://bavc.org/membership). For additional information about BAVC's Privacy Policy, please visit our [Privacy Policy](#).

### **Producer Identification**

- a) Producers are responsible for notifying SF Commons of changes to their San Francisco residence address, mailing address, or any other contact information used to communicate with SF Commons. A Producer may update or change their contact information in person, by phone or by email; change of address for the purpose of establishing Proof of Residence must be done in person.
- b) Producer contact information may be used to communicate Policies and Procedures changes and updates. If a Producer misses a policy change announcement because he or she did not notify SF Commons of a contact information change or update, the Producer is nonetheless fully responsible for compliance with the new policies.
- c) Producers must not avoid or evade contact from SF Commons staff regarding notifications of possible or alleged violations of Policies and Procedures. From time to time, it is necessary to notify Producers of violations of policy, and any action taken as a result. Refusal by Producers to accept SF Commons regular mailings or certified mailings, or failure to return phone messages in a timely manner may be grounds for immediate suspension.
- d) A Producer does not represent SF Commons and should refrain from implying any such representation. False representation as SF Commons/BAVC staff may result in suspension. Examples of false representation might include but are not limited to statements such as: "I am producing for SF Commons," or "I work at SF Commons." A producer may inform interested persons that he or she is "a volunteer community/independent producer, working on my own TV program, which I produce at San Francisco's public access facility, SF Commons. I am responsible for the entire production."
- e) Public Contact Information: Producers must provide at least one acceptable form of functional contact information for the public, to be kept on file. This can be a home, PO Box, phone number or email address.
- i) Public contact information does not have to be the Producer's real name, and the contact information does not have to be the actual home address or home phone numbers of the Producer. However, the contact information provided to the public (a) must be sufficient to identify the Producer of a program from other SF Commons producers, members or crew; and (b) shall not intentionally mislead the public by utilizing the name or identity of a real person or organization.

- ii) Inquiries from viewers or the public about the Producer or the content of his or her program will be referred to the public contact information provided by the Producer.
- iii) A Producer providing non-functional contact information, or whose information becomes non-functional, may be suspended.
- iv) Individual producers may not list an organization as the producer of a program or as their public contact information.
- f) Producers may list contact information for themselves or any guests included in their programs at any point in the program. This contact information must not violate Commercial Content policies (see *Commercial Content* section). An example of acceptable contact information would be: "For more information on this topic, call 415-555-1212."
- g) The SF Commons address may not be used by individuals or groups either producing or cablecasting at SF Commons. Producers shall not use the SF Commons address as a contact address in any program or promotional material. SF Commons staff is not responsible for the handling of mail addressed to access users.

### **Code of Conduct and Behavior**

SF Commons is open to and used by members of our community holding diverse viewpoints, and of varying age groups; thus, SF Commons seeks to provide an atmosphere that is safe and comfortable for all. To this end, Producers are encouraged to interact and exchange ideas with each other in a civil and tolerant manner. SF Commons' Code of Conduct and Behavior is designed to help ensure that all persons at SF Commons - staff, Producers and visitors alike - are treated with courtesy and respect. Everyone has an obligation to behave in a manner that does not disrupt the operation of SF Commons or the ability of others to use the facilities.

Members are also responsible for the conduct of their guests, visitors, talent, and crew when using the facilities. Members are expected to monitor use of facilities and equipment and to report neglect, abuse, theft, or misuse of BAVC's facilities and equipment to staff. The identification of persons disclosing such information will be kept confidential to the extent practicable or supported by law. BAVC reserves the right to take or refrain from taking any action with regard to equipment usage to comply with applicable law and ensure compliance with our policies.

The following are examples of prohibited conduct:

- Smoking in the facilities
- Entering the facilities without a shirt or shoes
- Bringing persons under the age of 18 years to the facility, unless supervised by an adult at all times
- Possessing food or beverages in any restricted area, including in production spaces. No food or drink is allowed in studios or edit suites, nor on surfaces next to computers or equipment. Producers and their guests may keep a capped water bottle at their feet during studio production (only) provided it is in a safe location away from all equipment, electrical outlets and cords.
- Loitering on the property
- Making false or misleading statements
- Possession, use or sale of illegal drugs, weapons or contraband
- Unauthorized possession, consumption or dispensing of alcoholic beverages
- Being "under the influence" of alcohol or other substances
- Possession of any weapon, explosive or other dangerous material

- Conduct, intentional or unintentional, that could or does result in physical injury to others and/or destruction of property
- Theft or attempted theft of personal belongings, materials, supplies or equipment
- Entering or attempting to enter areas marked "staff only," locked offices, areas, files or records, and/or unauthorized use of any office, computers or other equipment, including telephones
- Physical violence, or the threat of physical violence
- Rude, discourteous or raucous behavior such as screaming, yelling or cursing
- Activities or conduct which disrupt the activities or operations of BAVC or the ability of others to conduct business
- Shaving, bathing or changing in the bathrooms, except as preparation for going on camera for a studio
- Derogatory language about an individual or group
- Harassment, including sexual harassment, of any employee, user or guest of BAVC
- Sexual activity or obscene conduct in the facility
- Nudity or inappropriate attire anywhere in the facility
- Activities that may result in unsafe or unsanitary conditions

Restricted use of SF Commons premises:

- Only qualified Producers and scheduled talent, guests and crew will be permitted to be present at the BAVC facilities. Such persons may only be present in connection with the use of the facilities for the production of SF Commons programming. Persons utilizing the production facilities will, at all times, consent to supervision by BAVC staff. Do not schedule talent and/or guests to arrive before the producer arrives or at otherwise separate times from scheduled programming. All talent, guests and crew are required to sign in at the front desk upon arrival.
- Children visiting the facilities must be accompanied by a responsible adult and must be supervised by that adult at all times. BAVC staff cannot serve as babysitters or daycare while parents/guardians are involved in production. Children should not be brought to the facilities while parents/guardians are working on productions. Children are never allowed in production areas (studios, suites, labs, etc.), unless the child is directly involved in the production of a program.
- Adults not directly involved in the production of a program may be asked by BAVC staff to leave the production areas or the premises.
- Members, producers, crew and their guests are solely and completely responsible for the safety and security of any materials or valuables they bring with them into BAVC. BAVC is not responsible for any lost, missing, damaged, or stolen items of any producer or their guests. Members, Producers, crew, guests and visitors are advised not to bring valuables to BAVC.

The Code of Conduct must be observed at all times in our facilities. If the staff feels that someone is either causing a disruption and/or is a potential threat to the safety of other persons, equipment or facilities, that person will be asked to leave the premises immediately. A person asked to leave the premises may be subject to disciplinary actions, including immediate loss of facility and equipment use privileges, loss of channel access and legal action. BAVC reports any known or suspected criminal conduct to the appropriate legal authorities.

The Producer is responsible for the conduct of everyone invited or allowed to participate in his or her productions at the BAVC facility. Failure of any guest of any Producer to comply with facility rules may result in the termination of the Producer's access privileges. Since BAVC rules may not be apparent to all visitors, it is the Producer's duty to ensure that

everyone invited to BAVC is made aware of the rules. We suggest that you provide all guests with this information.

## **Equipment usage policies**

Producers must submit a *Playback Application* for each series or special program they plan to Produce for SF Commons. Producers must have a current Playback Application on file to use SF Commons production facilities and equipment. All field and studio equipment and facilities may only be used for a series/special program produced for SF Commons, and may only be used by SF Commons Producers in good standing. SF Commons facilities and equipment may not be used in connection with any commercial activity, and Producers may not otherwise profit from or market their use of or access to SF Commons facilities or equipment. If a Producer is discovered to be using public access equipment or facilities for commercial purposes or for projects unrelated to programs for SF Commons, the Producer's membership may be suspended or revoked. See also: Commercial Content.

All reservations can be made up to two months in advance, and may only be made and fulfilled by SF Commons Producers. The Producer who has made the reservation must be physically present to check out and return field gear and to use the facilities. All program crew persons who use or touch the equipment must be SF commons members and must be trained/certified to use the equipment.

If a Producer completes five equipment or facilities reservations without delivering an expected program, facilities and equipment access may be suspended. Instances of misuse will be evaluated on a case-by-case basis at the discretion of SF Commons staff.

Producers assume financial liability for any damaged and/or missing equipment. It is the Producer's responsibility to thoroughly examine and test the equipment during a rental pickup and before (s)he leaves BAVC's premises. Once the equipment leaves BAVC, that equipment is considered under the care and liability of the Producer who signed out the equipment. If any piece of equipment that is in a Producer's care is lost or damaged, the Producer will be billed for the cost of the repair or replacement. The payment must be received (either in full or by designated dates detailed in an agreed upon payment plan) before any future use of services. In the instance of a payment plan, services may be suspended temporarily if a payment is missed; services will be reinstated once payment resumes and all payments are up to date.

## **Cancellation Policy for Studio (non-live shows) and Equipment Reservations\***

Cancellation must be made at least 24 hours in advance for field equipment reservations, the SF Commons (small) studio, the BAVC Multipurpose Room/large studio and Certification Workshops. Cancellations for the Studio made after the 24-hour deadline will be considered a "no-show" and may be subject to the following penalties:

*Recurring Studio Reservations:* You may make recurring studio reservations for up to two months at a time. If you miss three of these reservations during this time period, your remaining reservations will be cancelled, and you will have to contact SF Commons staff to reinstate any studio time you plan on using.

- *For MPR Reservations:* No new MPR reservations will be allowed for the remainder of the month.
- *For Equipment Reservations:* No-shows for equipment reservations will be counted as violations against the return policy (listed below)
- *For Certification Workshops:* Pre-paid workshops will not be refunded to no-shows (cancellations made less than 24 hours prior to the class). Those

who cancel workshop attendance prior to the 24-hour cutoff will be credited the cost to attend the next scheduled workshop.

### **Cancellation Policy for Live Shows\***

*For Live Shows:* Because of the limited nature and high demand for Live Studio shows on SF Commons, you are allowed up to five cancellations (made 24 hours in advance of your show's timeslot) over the course of your yearly membership.

After three cancellations, you will meet with staff to re-evaluate if your Live Show timeslot is a good fit for you. After five cancellations, your Live Show timeslot will be made available to waitlisted Producers. You will be required to re-apply for your timeslot again at this point.

No-shows (cancellations made after the 24-hour cancellation deadline) for Live Shows will be treated with more severity. After three no-shows for a live slot, your timeslot will be made available to waitlisted Producers. You will be required to re-apply for your timeslot.

### **Late Returns Policy for Field Equipment\***

- 1<sup>st</sup> violation – verbal warning, note on case file
- 2<sup>nd</sup> violation – No weekend rentals for one month, effective immediately
- 3<sup>rd</sup> violation – Three month prohibition on rentals, effective immediately (Can continue to use Access Lab & Studio Reservations during rental prohibition period)

Producers continuing to violate return policy after 3 violations subject to suspension of membership and/or loss of timeslot

\*Exceptions to violations of the Cancellation and Late Returns Policies due to emergencies or outstanding circumstances are subject to judgement on a case by case basis at the sole discretion of SF Commons staff

### **Re-Run & Channel 29 Timeslot Cancellation Policy**

Once a timeslot is assigned it belongs to the Producer for the duration of his/her membership, given that the Producer submits content regularly. Should a period of three months pass with no new content for the timeslot the Producer will be contacted with a warning that he/she will lose the timeslot(s) if no new content is submitted. After six months of inactivity, timeslots are considered relinquished. As long as membership is paid and valid, Producers remain eligible to claim new timeslots.

## **Programming Policies & Procedures**

### **1) Producer responsibilities**

a) The copyright for any program belongs to the Producer or organization creating the program. Producers are required to select a license category when submitting content to SF Commons. To make use of all of SF Commons services and to maximize the program audience, BAVC encourages Producers to choose a freely available Creative Commons license for their program. All of the Creative Commons licenses protect the copyright holder while allowing SF Commons and others to view, display, and use the work in the manner selected by the Producer and with appropriate attribution. (For more information, see <http://creativecommons.org/about/licenses/>.) Producers who do not wish for their content



to be viewed online as Video on Demand or by other audiences may select a "Broadcast Only" license.

- b) Producer acknowledges that the private, commercial, for-profit use of SF Commons production and editing facilities is prohibited, and agrees to refrain from any such conduct. Violation of this policy could result in suspension of services or an early termination of membership.
- c) Producer agrees to make all appropriate arrangements with, and to obtain all clearances from, broadcast stations, networks, sponsors, music licensing organizations, performers' representatives and, without limitations, any and all other persons (natural and otherwise) as may be necessary to transmit its program material over the cable television system.
- d) Producer is responsible for previewing programs scheduled for playback on SF Commons and editing or otherwise correcting any content that may violate SF Commons policies.
- e) Producer acknowledges and agrees that Producer is solely responsible for the payment for any public performance, musical licenses, and royalty payments that may be required to be paid to any party or organization due to the transmission of any kind of performance contained in said program.
- f) SF Commons evokes all available protections from liability related to the program content, including but not limited to, liability for any federal, state, or local law of libel, slander, incitement, invasion privacy, copyright, trademark, false or misleading advertising, or other similar law. The program Producer bears any and all liability related to the production of the program, the program content and message.
- g) SF Commons recommends producers never submit their "master copy" DVD, tape or digital version of shows. Producers must retrieve any submitted DVDs two weeks after scheduled airdate. SF Commons will dispose of DVDs 30 days after airdate. SF Commons keeps digital copies of shows on its playback servers for a limited time only, and offers no guarantee that a copy of a previously aired episode will be archived and given to Producers. This is applicable to shows/footage recorded in the SF Commons Studio, as well as to submitted content.

## **2) Program Content**

- a) Applicants for program playback on SF Commons agree to the following terms and conditions concerning program content:
  - i) Producers shall not transmit programming that violates applicable federal, state or local law, including material that is obscene, libelous or slanderous;
  - ii) Producers shall comply with all applicable copyright laws; and
  - iii) Producer shall not transmit programming that contains commercial material.
- b) Adult Programming. As the operator of a public access channel, SF Commons does not censor constitutionally protected speech. However, in cases involving controversial programming, the law provides that certain forms of speech can and should be restricted to late-night hours where children are less likely to find content not intended for or suited for children. In accordance with these considerations, we have established the following programming timeslot categories:

**i) General audiences - TV-PG/TV-G** (any time of day or night)

Non-Adult: Programming intended for all audiences. This category is similar to what viewers are generally accustomed to seeing in TV-G, TV-PG, MPAA (Motion Picture Association of America) G, PG, and some PG-13 rated material, or on network broadcast television.

**ii) Parental guidance suggested - TV-14/PG-13** (10:00pm - 4:00am)

Mild Adult: Programming intended for mature audiences only. This category of programming intended for adult audiences may include infrequent profanity, mild violence, and brief frontal nudity of a non-sexual or non-erotic nature. This category is similar to what viewers are generally accustomed to seeing in stronger MPAA PG-13 rated material, and some mild R rated material, or on some network broadcast and cablecast television (TV-14 or TV-MA) after 10:00pm.

**iii) Mature Audiences - TV-MA/R/NC-17** (1:00am - 4:00am)

Strong Adult: Programming intended for mature audiences only that may include constitutionally-protected "indecent" material. This category includes any uses or depictions of violence, profanity, or nudity that is persistent or otherwise goes beyond brief or infrequent uses. This category is similar to what viewers are generally accustomed to seeing in MPAA R and NC-17 rated material, or in some cable TV pay-channels or pay-per-view channels.

**Obscene Materials Prohibited at All Times**

Material that is pornography (as defined in the Supreme Court Case *Miller v. California*--sometimes called "X" or "XXX" rated content, though these designations are not legally recognized) is legally obscene content, the broadcast of which is strictly prohibited on public access. At no times may such constitutionally unprotected material be cablecast on the channel. Producers of such material may be subject to prosecution. The Supreme Court has established that obscene material is defined when it meets all the criteria of the following three-pronged test:

- An average person, applying contemporary community standards, must find that the material, as a whole, appeals to the prurient interest;
- The material must depict or describe, in a patently offensive way, sexual conduct specifically defined by applicable law; and
- The material, taken as a whole, must lack serious literary, artistic, political, or scientific value.

All references to TV and MPAA ratings are intended as a guideline only. Additional information about these ratings can be found at <http://www.tvguidelines.org> and <http://www.mpaa.org>.

For more information about federal law and obscene programming, see <http://www.fcc.gov/cgb/consumerfacts/obscene.html>.

Producers submitting programming for cablecast must self-identify the appropriate classifications of any adult content in their programs and choose timeslots appropriate for their content. Series Producers must choose the category appropriate for the strongest content in any episode of their series. Producers purposefully misrepresenting the content



of their programs and/or scheduling at inappropriate times are subject to a timeslot move, revocation, suspension, or other action.

### **Other Constitutionally Unprotected Speech & Censorship**

SF Commons and BAVC exercises no editorial control over the content of Producers' shows, with the exception of obscene material and other constitutionally unprotected speech, as defined by the US Supreme Court, or commercial content, as defined in Section 3 of these Policies & Procedures.

Complaints filed against Producers/shows that violate these standards will be directed to the Producer on file for the program, and the Producer's media may be pulled from the channel and placed on hold at the discretion of staff.

### **3) Restrictions on Commercial Content**

- a) Commercial content is any display, announcement, and/or reference designed to promote the sale of any products, services, enterprises, or commercial events. Commercial promotion is any direct or indirect call to action (for example, language that invites the viewer to take action, such as "buy this CD at Target", or "this book is available at Amazon.com"). A contact number or web site address viewers can use "for more information" is acceptable.
- b) The qualities of products and services may be discussed in a non-commercial manner (e.g. as part of a review or consumer advocacy), as long as such discussion does not become a call to action to purchase a given product or service. For example, a food critic may visit a local restaurant to review food prepared at the restaurant. Or, one can interview an author of a book, to discuss the book's content. In neither case should any references be made to the viewer to purchase the items and/or services discussed. Programs cannot become "infomercials" -- that is, information provided with the underlying purpose to promote the sale of the item or service.
- c) SF Commons resources should not be used by Producers in any commercial way, or to gain any personal financial benefit. No Producer (co-producer, member, program guest, nor anyone else) may receive any direct or indirect compensation as a result of a call to action for the sale of products or services discussed on the channel.
- d) A Producer may not be paid by a third party to produce a program as a way for a non-resident of San Francisco to place programming on the channel.
- e) **Non-Profit Solicitations:**
  - i) A solicitation is a request for funds not in exchange for products or services.
  - ii) A solicitation is not considered commercial content by SF Commons when the solicitation comes from an IRS designated non-profit or government agency, or by political candidates registered for election. Solicitations for funds are not permitted by individuals (other than by registered political candidates), by for-profit businesses, or by any other groups that do not have IRS non-profit status.
  - iii) Non-profits and government agencies may make on-going appeals for direct financial support in the concluding credits of any episodes or programs (verbally and/or visually) not to exceed 30 seconds in length (e.g. "please send your financial contribution in support of

our organization to [address]"). Solicitations may not occur, directly or indirectly, within the content of the program.

iv) A non-profit group making on-air solicitations must submit a copy of their IRS letter of tax exemption with their cablecast request form prior to program cablecast.

v) No more than once per year, non-profits may produce an entire half-hour (28:30) episode devoted to fundraising for their organization (e.g. an on-air auction, a telethon, etc.). Revenues raised through the program must go entirely to support of that non-profit organization.

vi) Political candidates registered for election may solicit funds to be sent to a campaign office, but producers must first submit a copy of proof of the candidate's election registration prior to program cablecast.

f) Lotteries: Producers shall not cablecast any advertisement of, or information concerning, any letter, lottery, raffle, gift, enterprise, or similar scheme offering prizes dependent in whole or in part upon lot or chance, or any list of the prizes drawn or awarded by means of any letter, lottery, raffle, gift, enterprise or scheme, whether said list contains any part of or all of such prizes, and whether done for for-profit or non-profit purposes.

g) Exemptions for SF Commons: The City-designated public access management entity (and any partners it chooses to collaborate with in fundraising endeavors) is exempt from rules limiting solicitations, raffles, and other fundraising activities, and is entitled to pursue any and all fundraising activities so long as they violate no federal, state or local laws, or the terms of its public access management contracts or grant agreements.

h) Public service announcements: The same rules regarding commercial content apply to community bulletin board or public service announcement messages that apply to all other programming on the channel. No direct calls to action (no mention of ticket/event/entrance fee pricing, where to go to buy tickets, etc.) or direct solicitations of funds will be displayed. A contact number or web site address "for more information" is acceptable.

i) Political Programming: There are no special rules about political programming on the channel. For example, out-of-date broadcast television "equal time" rules do not apply to public access. All Producers of programming for the channel of any content (political content included) must follow all the same rules as contained in these *Policies and Procedures*. In addition to the public access offered to the residents of San Francisco, SF Commons is also tasked by the City and County of San Francisco to produce and provide non-partisan election-related programming, and may do so from time to time at its discretion to meet these requests. Such programming is not subject to all the same rules as for local public access producers creating programming for the channel.

#### **4) Program Financial Support and Underwriting**

a) "Underwriting" is reimbursement of direct out-of-pocket production cash expenses (e.g. videotape purchase, equipment rental fees, food to feed crew, or the cost of reasonable accommodation as covered under the Americans with Disabilities Act) from individuals, business or organizations who choose to support that program.

b) Producer is responsible for communicating with the underwriter. Producer shall take all reasonable steps to ensure that each underwriter understands that their support is a

"no-strings-attached" contribution to public access television. By their contribution, underwriters are not buying any kind of advertising or promotion of their services or products.

c) Producers may not personally profit or financially gain from their use of public access facilities; however, Producers may recover direct production costs through underwriting, subject to the following conditions:

i) Underwriting compensation received may not exceed the actual direct production costs associated with production.

ii) All expenses and compensation received must be documented and available for inspection upon request by SF Commons.

iii) An underwriter or their representative(s) may not appear in the program they underwrite.

iv) Producers cannot "sell" channel time or production facilities to other individuals or businesses, or in any way suggest to underwriters that they are buying any advertising time or services in exchange for their support.

d) Any underwriting support collected in excess of actual production costs must be either:

i) returned to the underwriter, or

ii) donated to SF Commons to support on-going operational costs.

e) Producers may request underwriting support within the content of their programs, provided that such requests are confined to the concluding credits of the program and not exceed 30 seconds, in a program of 28:30 length or longer. An example of a permissible underwriting request would be the following statement made in connection with the concluding credits, "If you would like to help underwrite the productions costs of this program, please contact John Smith at 555-1212."

f) Producers may acknowledge underwriting support through written and/or spoken acknowledgements. SF Commons does not follow the more relaxed PBS guidelines regarding underwriting acknowledgements. Producers shall comply with the following:

i) Acknowledgements are subject to the following requirements:

(1) limited to the concluding credits of the program only;

(2) must not exceed 15 seconds per underwriter; and

(3) may identify the underwriter's name and display either the underwriter's logo or a designated photo of the individual or building facade/storefront.

ii) The display of addresses, phone numbers, websites, products, services, jingles, or slogans of underwriters as part of underwriting acknowledgement is not permitted.

iii) An example of permissible underwriting acknowledgement would be (text and/or spoken): "This program has been made possible in part through the generous support of the XYZ Corporation."

## **5) Providing Copies of Programs**

- a) Viewer requests to SF Commons staff for copies will be referred to the Producer's public contact information.
- b) Producers may mention in their programs the availability of copies to viewers, but such statements must:
  - i) be confined to the closing credits only;
  - ii) not exceed 15 seconds; and
  - iii) be displayed as contact information only, pricing may not be displayed.
- c) The following is an example of a permissible statement regarding viewer copies: "For information on how to obtain a copy of this program, please contact John Smith, 555-1212."
- d) Producers may not profit from the sale of copies of programs, where either the copy or program itself was produced using SF Commons facilities.
- e) Copies of programs produced with SF Commons resources may only be provided to viewers for an amount of no more than the cost to the Producer for actual blank media stock, duplication costs, and mailing (rounded to the next highest dollar). Producers must provide documentation of such costs to SF Commons at its request.

## **6) Media Copying**

- a) Producers must use their own blank DVDs, memory cards and/or tapes to record their programs. This media belongs to the Producer.
  - i) External hard drives provided by SF Commons are available for use by Producers who wish to edit shows at SF Commons facilities. These hard drives are for in-house use only and are not to leave the BAVC premises.
    - 1) Rental agreements for use of these hard drives must be signed by Producer and will be kept on file by SF Commons staff.
    - 2) Rented SF Commons hard drives are for sole use by the designated Producer to store and edit SF Commons show media.
    - 3) Should the designated Producer's membership lapse, or should the Producer be absent from the facility for an excess of three months, the hard drive may be reformatted (resulting in a loss of media) and assigned to another Producer.
  - ii) Flash drives provided by SF Commons are available for use by Producers who wish to transport show media off site.
    - 1) Rental agreements for use of flash drives must be signed by Producer and will be kept on file by SF Commons staff.
    - 2) Producers may rent only one flash drive. This drive is property of SF Commons and must be returned should the Producer choose not to renew a lapsed membership, or should SF Commons terminate the membership.
    - 3) SF Commons will not provide another rental flash drive to Producers who lose or damage flash drives.

- b) Producers may use designated SF Commons equipment to make no more than two hard copies of their completed SF Commons programs (DVD or tape copies) for personal archival purposes.
- c) Producers may use designated SF Commons equipment to digitally archive their SF Commons programs (online and on external drives) once these programs are completed and scheduled for playback on SF Commons Channel 29 and/or 76.
- d) Producers may not use public access resources (equipment) to make copies of raw footage or non-SF Commons programs for distribution to others, including for viewers, or for distribution to other public access stations.

## **7) Production Crew Compensation**

- a) Because public access resources are not intended to financially support or allow people to make (or contribute to making) a living through video/television projects, and in the interest of community-building and encouraging volunteer participation, except as noted below in this section, Producers and other interested parties may not directly pay individuals to serve as crew on any productions that use SF Commons production or editing facilities or equipment.
- b) Producers and crew already employed by a non-profit organization may serve as crew on a production related to that organization, provided
  - i) any paid time for such production work is paid by the organization;
  - ii) such production work falls within of employee's overall job responsibilities; and
  - iii) the organization did not hire the employee or retained the contractor to serve solely as crew on one or more specific public access programs.

## **8) Internet Streaming**

- a) In addition to broadcasting your content, SF Commons streams all eligible channel content over the Internet on our website ([bavc.org/channel29](http://bavc.org/channel29) and [bavc.org/channel76](http://bavc.org/channel76)). The Webstreams mirror the cablecasts of SF Commons Channels 29 and 76 on Comcast, Astound and AT&T cable channels.
- b) The SF Commons website is a public forum facilitated by SF Commons. SF Commons evokes all legal protections from liability related to the content of the streams, including but not limited to, liability for any federal, state, or local law of libel, slander, incitement, invasion privacy, copyright, trademark, false or misleading advertising, or other similar law. The program Producer bears any and all liability that may result from the streaming or other distribution or their program as provided by SF Commons.
- c) Programs that contain obscene content, or content otherwise deemed "unprotected speech" are not eligible for streaming.

## **9) Program use in SF Commons Promotion**

a) SF Commons may archive a copy of your program and use the copy for the non-commercial purposes of promoting your program, promoting SF Commons, promoting public access or otherwise educating the public regarding the function and availability of public access television. Such use may be on either of the two channels (29 or 76), or in other venues used by BAVC/SF Commons in this way, including the BAVC website or other arteries for sharing media over the Internet.

b) As consideration for the opportunity that SF Commons may promote your program or otherwise display your program in connection with its promotion of public access, Producer agrees to indemnify and hold harmless SF Commons, the City and County of San Francisco and any regulating body or person from any and all liability in connection with any claim related to SF Commons's use of a program pursuant to this section 9. Such claims include but are not limited to claims for failure to comply with any applicable laws, rules, regulations, or other requirements of local, state or federal authorities; claims for libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; claims for unauthorized use of any trademark, trade name or service mark; claims for breach of contractual or other obligations owing to third parties; the reasonable costs of defending against any of these claims or any related litigation; and for any other injury or damage or equity to SF Commons, the City and County of San Francisco and any regulating body or person, which is claimed to result from the Program.

## **10) Enforcement**

a) SF Commons may impose sanctions and penalties for failure to comply with SF Commons policies. Such sanctions and penalties may include but are not limited to fines, suspension of services, limitations on services, probation periods and additional training at the member's expense. Penalties may be appealed.

b) Appeals:

i) Individuals who feel they have been denied fair access to channel time or facilities as described in SF Commons policies due to a notice of suspension may submit a written appeal to the Executive Director.

ii) Producers must initiate Appeals within 21 days from a notice of suspension.

iii) The Executive Director will submit a written response within 21 days of receipt of the written appeal.

iv) Individuals who do not believe their appeal was fairly considered may submit a written appeal with documentation to the Board of Directors and may request to address the Board in the manner outlined in Section 11. The Board of Directors may choose to respond or deny the appeal at their sole discretion.

c) Staff will happily explain any policies or procedures to inquiring producers, guests or visitors. Persons wishing to debate or challenge policies and procedures should not debate policy with staff, but instead should bring their concerns to the SF Commons Manager. Arguing with staff over policy issues to the point of distracting them from their work, or otherwise causing a disturbance, is a violation of the SF Commons Code of Conduct.

d) SF Commons makes every effort to follow and enforce all policies and procedures. If for whatever reason SF Commons staff does not enforce a particular rule at a particular time (e.g. staff has not noticed the violation of a policy, or staff has made a one-time exception due to unforeseen or unique circumstances), this act or omission shall not mean



that the rule at issue is no longer enforced or that a future exception will be made. Failure by SF Commons to enforce a specific policy or procedure is not a waiver of that policy or procedure, and such action or omission does not limit the right of SF Commons to enforce all provisions of the Policies & Procedures.

#### **11) Compliance with San Francisco Administrative Code Sections 12L.4 and 12L.5**

BAVC is a community-based non-profit organization contracted by the City and County of San Francisco to manage San Francisco's public access television stations (the "SF Commons Grant," <http://www.sfgov3.org/index.aspx?page=1511>). As such, BAVC makes certain information available to the public and invites the public to listen to and participate in public meetings of the BAVC Board of Directors. BAVC's Sunshine Compliance Policy sets forth the categories of information BAVC makes available to the general public and how members of the public may request that information. The policy also explains the rules for the public meetings of the BAVC Board of Directors, as well as how members of the public may access and participate in those public meetings. Please refer to the Sunshine Compliance Policy for more information, including directions on requesting eligible information and participating in public board meetings.