

**MONTCLAIR GOVERNMENT ACCESS TELEVISION NETWORK  
PRODUCER DISTRIBUTION AGREEMENT**

205 Claremont Avenue,  
Montclair, NJ 07042  
Phone: 973-509-4996

**PRODUCER:** \_\_\_\_\_ (Print Name) (the "Producer")

**SUBMISSION DATE:** \_\_\_\_\_ [Dates]

**SUBMISSION:** \_\_\_\_\_ [Title: Time; Format] (the "Program")

**RIGHTS GRANTED:** Non-exclusive Television and Internet Distribution

This agreement covers your submission of the Program for review and potential distribution by the Township of Montclair via its television and other video distribution channels. Producer agrees as follows:

1. Submission of the Program. Producer must submit the Program for pre-clearance by Montclair to ensure compliance with Montclair's published Programming Content Guidelines and Technical Standards. The Program shall conform to Montclair's Programming Content Guidelines and Technical Standards, which may be amended from time to time in Montclair's sole, but reasonable, discretion. **Producer agrees that Producer will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless Producer is the owner of such rights or have permission from their rightful owner to grant Montclair all of the license rights granted herein.** In addition, Producer agrees that Producer has not agreed to, nor will, promote any product, service or venture in the Program without the full written approval of Montclair and if agreed, with full and adequate disclosure of the source of the funding. Finally, Producer agrees that neither Producer nor any of Producer's representatives held themselves out as representatives of Montclair in making the Program without specific authorization from the Township Attorney of Montclair.
2. Scheduling. Montclair shall not be obligated to make any use of or distribute the Program and Montclair shall have the right to reject any submission it deems is not suitable to the mission of local public television or appropriate for the current programming mix of its outlets. Montclair shall have the right to distribute all or part of the Program at any time and Producer acknowledges that all scheduling decisions regarding the Program shall be made by Montclair. Montclair reserves the right to remove a Program for any reason without prior notice.
3. Grant of Rights. For good and valuable consideration including the agreement to review and consider the Program for distribution on television within the Township of Montclair, Producer hereby grants to the Township of Montclair, and its officers, directors, licensees, assigns, successors, employees and agents and others working for it or on its behalf (collectively, "Montclair") the non-exclusive right and permission throughout the U.S., its territories and possession to use, record, distribute, stream, download, sub-license, publish, exhibit, digitize, display, reproduce, video tape, and telecast and broadcast (by any means), and otherwise exploit, in whole or in part, the Program in any television or Internet medium existing or hereafter invented as well as for purposes of advertising or trade in promoting and publicizing the Program. Producer agrees that the Program is not subject to or governed by the provisions of any union or guild agreement. Except as otherwise expressly provided herein, Producer shall not receive any other compensation whatsoever in connection with the Program and the rights granted herein.
4. Producer to Clear All Rights. Producer will obtain all rights in any and all pre-existing and original materials, including, without limitation, film and video footage, music (including performance rights) graphics and photographs in the Program necessary for the rights granted to Montclair, without payment of any kind to any third party. Material not fully cleared pursuant to this provision shall not be included in the Program.

5. Warranties. Producer represents and warrants that: (a) the Producer has the right to enter into this agreement and to grant the rights herein granted; (b) the Producer has secured all rights necessary for Montclair's use of the Program as contemplated hereunder; (c) the Program as submitted by Producer shall not infringe upon or violate the rights of any person or entity and (d) the Program does not contain:
- I. Any solicitation of funds, advertising, or material designed to promote or endorse the sale of commercial products or services without the express written approval of Montclair, including advertising by or on behalf of any candidate for public office;
  - II. Any sexually-oriented material or material that is obscene, indecent or an invasion of privacy;
  - III. Any material concerning lottery information, gift enterprise, or similar schemes;
  - IV. Any material requiring union residuals or payments, including or not limited to talent and crew, unless those payments have been previously paid or waived;
  - V. Any material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; or
  - VI. Any material that is copyrighted or subject to ownership or royalty rights, video releases, licenses or other permissions, unless Producer has secured such rights and has the right to sub-license them to Montclair as contemplated in this Agreement.

Upon submission of the Program, Producer will provide Montclair with copies of all necessary video releases, licenses, or other permissions. [In addition, if Producer has secured E&O insurance for the production, it shall supply copies of such coverage upon request to Montclair]

6. Indemnity/Release. Producer accepts full responsibility for Program and other materials submitted to Montclair and shall indemnify and hold harmless Montclair from all losses, damages and costs (including attorneys' fees and court costs) arising from any claim arising out of any breach of its warranties, for the exercise of the rights granted by Producer to Montclair hereunder or from and against any and all claims, liabilities, demands, suits, payments or judgments of any nature whatsoever arising out of or as a result of the use, distribution, airing or transmission of the Program, including any and all expenses, legal or otherwise, incurred by Montclair or its representatives in the defense of any such claim or suit.
7. Retention and Delivery of Materials. Producer shall retain all original production and master tapes of the Program. Producer agrees to supply to Montclair copies of the Program only and not original masters or other irreplaceable materials. As such, Producer agrees and acknowledges that Montclair shall bear no responsibility for the loss of any copies of the Program or other materials provided to it by Producer.
8. Term. This agreement shall be in force from the date set forth above for a period of one (1) year (the "Term"). The Term shall automatically renew on an annual basis unless terminated by either party upon ninety (90) days notice to the other. Montclair shall have the additional right to terminate this agreement at any time for any reason or no reason upon notice to Producer.
9. General Provisions. It is understood and agreed that, in entering into this Agreement, Producer is an independent contractor and not an employee or agent of Montclair. The rights herein granted to Montclair shall inure to the benefit of Montclair, its licensees, successors and assigns. This Agreement constitutes the entire understanding of the parties in respect to the subject matter hereof. Any and all previous discussions, representations, negotiations, proposals and understandings relative hereto shall be considered merged into this Agreement. No waiver, modification, amendment or termination of this Agreement shall be valid unless made in writing, and signed by the parties in accordance with the terms of this Agreement. The rights granted by Producer hereunder may be assigned by whole or in part by Montclair. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey.

Please sign below to acknowledge your agreement.

Producer: \_\_\_\_\_  
Authorized Signature.

Date: \_\_\_\_\_