



Village of Western Springs Policy Statement Regarding Use of Governmental Access Channel 6

Statement of Policy

Channel 6 is a service provided by the Village of Western Springs for Western Springs' residents and Western Springs' non-profit organizations. It is designed to provide viewers with information about Village of Western Springs' activities and events. In addition to Village functions, we understand that other organizations may wish to publicize their special events via information being displayed on Channel 6. This policy is intended to govern how and when these non-Village of Western Springs' organizations may accomplish this.

Requirements Regarding Use of Governmental Access Channel 6

1. In all instances, preference for broadcast time will be given to Village of Western Springs information and activities.
2. Those submitting requests to use Governmental Access Channel 6 are required to provide, at a minimum, their name, address, and daytime phone number when submitting either written or taped materials. Those submitting a request to use Governmental Access Channel 6 must affirmatively identify their Western Springs residency or their organization's location within Western Springs as well as provide a copy of proof of their certification as a non-profit. A record will be maintained of all persons who apply for use of Channel 6.
3. All written materials must be announcements regarding local items of interest or special events, and event locations must be within ten (10) miles of the Village. Announcements of recurring events will not qualify.
4. Information regarding use of Governmental Access Channel 6 must be submitted on a form provided by the Village of Western Springs five (5) business days prior to the date the organization wishes the information to be placed on Channel 6. The form is available at Village Hall or at www.wsprings.com.
5. Those submitting requests for taped materials must agree to make all appropriate arrangements with, and to obtain all clearances from broadcast stations, networks, sponsors, music licensing organizations, performers' representatives, and, without limitation from the foregoing, any and all other persons (natural or otherwise) as may be necessary to transmit its program material over the Village's cable television system. In addition, each taped material submitted not obviously connected to the Village of Western Springs shall have a "wrap around" consisting of a message prior to and at the completion of the taped material stating the following:
 - How the taped material is connected to the community;
 - How the individual or entity submitting the request is connected with the community; and

- The full name and local address of the individual or entity submitting the request.
6. Those submitting requests must acknowledge that the program or message material submitted does not contain the following content:
- Direct solicitation for funds, goods or services for material compensation;
 - Advertising material designed to promote the sale of commercial products or services, including advertising by and on behalf of candidates for public office;
 - Direct solicitation for contributions to an organization;
 - A game of chance or any advertisement or information concerning a game of chance; and
 - Any obscene or indecent materials that advocate criminal acts.

General Provisions

The Applicant must agree to indemnify and hold the Village harmless from any and all liability or other injury (including reasonable costs of defending claims or litigations) arising from or in connection with claims for failure to comply with any applicable laws, rules, regulations or other requirements of local, state, or federal authorities; for claims of libel, slander, invasion of privacy, or infringement of common law or statutory copyright, for unauthorized use of trademark, trade name, or service mark; for breach of contractual or other obligations owing to third parties by the Village; and for any other injury or damage in law or equity which claims result from the Applicant's use of the Village of Western Springs' Channel 6.

Screens for cablecast of information submitted by applicants according to the above rules will be developed as time allows by the staff of the Village of Western Springs. Approval of an application by the Village does not guarantee that the information will be cablecast, although the Village will make a good faith effort to ensure timely cablecast of the information submitted.

The Village of Western Springs reserves the right to decide when all material will be aired and has absolute discretion about what will be allowed to air. In addition, the Village of Western Springs reserves the right to preview provided material prior to it being aired.

The Village of Western Springs, through its Communications Coordinator, retains the right to accept or reject submitted material based upon the above criteria. Those submitting requests who are denied access to Channel 6, shall receive written notice of such denial and shall have an opportunity to provide written appeal within thirty (30) days of said denial. The Village will provide the appealing party written notice of the final decision.

The Village of Western Springs reserves the right to make any changes to the above rules as warranted without notice.