

DENVER COMMUNITY MEDIA PROGRAMMING SUBMISSION AGREEMENT

BY SUBMITTING VIDEO CONTENT TO DENVER COMMUNITY MEDIA (WHETHER ELECTRONICALLY OR OTHERWISE), YOU AGREE TO BE BOUND BY THIS PROGRAMMING SUBMISSION AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT SUBMIT CONTENT.

This Programming Submission Agreement (“Submission Agreement”) governs the submission of all media, content, audio, series, or programs (collectively, “Video Content”) to the City and County of Denver (“City”), through Denver Community Media (“DCM”), for broadcast on the City’s public access television channels, streaming platforms, websites, and any other media platforms (collectively, “Public Access Channels”). This Submission Agreement applies whether or not you are a DCM member. Operational and procedural requirements—including file formats, technical specifications, scheduling priorities, and submission deadlines—are governed by DCM’s Programming Policy, available on DCM’s website, which is incorporated herein by reference.

1. MODIFICATIONS TO TERMS

The City reserves the right to modify this Submission Agreement at any time without prior notice by posting updated terms on DCM’s website. All modifications become effective immediately upon posting. Your continued submission of Video Content after modifications are posted constitutes acceptance of the modified terms. It is your responsibility to review these terms periodically. The City is not required to notify you of changes or obtain your consent to modifications.

2. ELIGIBILITY

You must be 18 years of age or older and a resident of the State of Colorado to submit Video Content. If you are submitting on behalf of an organization, you represent that you have authority to bind that organization to this Submission Agreement, and that the organization is located or operates within the State of Colorado. You agree to comply with all applicable DCM policies as amended from time to time.

3. GRANT OF LICENSE

3.1 License to the City

By submitting Video Content, you grant the City a worldwide, royalty-free, non-exclusive, perpetual, irrevocable license to: (a) reproduce, adapt, distribute, copy, share, disseminate, publicly display, and publicly perform the Video Content, in whole or in part, in any medium or format now known or hereafter devised; (b) incorporate Video Content into one or more collections or compilations; (c) make such technical modifications as are technically necessary to exercise these rights across all platforms and formats, including without limitation transcoding, compression, reformatting, and subtitling; (d) add captions, audio descriptions, or other accessibility modifications as required by applicable law or as the City deems appropriate; (e) use clips or excerpts of Video Content for the purpose of promoting DCM, its programs, or the Public Access Channels; and (f) sublicense or authorize third-party platform providers to exercise the foregoing rights solely in connection with the operation of the Public Access Channels.

3.2 Ownership and Royalties

Video Content remains your property as producer of record. You waive any right to collect royalties from the City or any of its affiliates in connection with the City's exercise of the license granted herein.

3.3 Open Records and Retention

Video Content may be destroyed, distributed, disclosed, or removed by the City without your permission as may be required by policy or applicable law, including but not limited to subpoenas or requests for information under the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq.

3.4 Right to Remove Content

The City reserves the right, in its sole discretion and without prior notice or liability, to remove, suspend, or restrict access to any Video Content at any time and for any reason, including but not limited to receipt of a valid copyright takedown notice, a credible claim of defamation or invasion of privacy, violation of this Submission Agreement or DCM policies, a court order, or any other legal obligation. Removal of Video Content does not terminate the license granted herein with respect to content that was previously broadcast or distributed.

3.5 City Trademarks

You acknowledge that the City retains all rights in its trademarks, including DCM and City logos, channel branding, and other marks developed in the future. You may not use such trademarks without the City's express written permission.

3.6 Survival of License

The license granted in this Section 3 survives termination or expiration of this Submission Agreement.

4. YOUR WARRANTIES

By submitting Video Content, you represent and warrant that: (a) you have the legal right and authority to enter into this Submission Agreement and to grant the rights set forth herein; (b) your identity and any organizational affiliation you have disclosed to DCM are accurate and complete; (c) the Video Content is non-commercial in nature and has not been produced for private financial gain or to promote a commercial product, service, or transaction; (d) the Video Content does not violate federal, state, or local law or DCM's content restrictions as set forth in DCM's Programming Policy; (e) you have obtained all necessary rights, clearances, permissions, licenses, talent releases, and music licenses for the Video Content and for the appearance and likeness of all individuals depicted therein; (f) the Video Content does not infringe, misappropriate, or violate any copyright, trademark, trade secret, patent, right of publicity, right of privacy, or other intellectual property or proprietary right of any third party; (g) the Video Content complies with this Submission Agreement, DCM's Programming Policy, and all applicable laws; and (h) you will provide satisfactory evidence of the foregoing rights and permissions upon request by the City. The City will incur no liability from your Video Content—all responsibility lies solely with you, the producer of record.

4.1 Content Involving Minors

If your Video Content depicts, features, or involves individuals under the age of 18, you additionally represent and warrant that: (a) you have obtained all required parental or legal guardian releases for each minor depicted; (b) the Video Content complies with all applicable laws governing content involving minors; and (c) the Video Content does not exploit, endanger, or sexualize minors in any manner. The City reserves the right to refuse, remove, or restrict any Video Content it reasonably believes may violate this provision.

4.2 Synthetic and AI-Generated Content

If your Video Content was substantially generated by artificial intelligence, or if it contains synthetic media that realistically depicts a real, identifiable person’s voice, likeness, or performance without that person’s participation (“Deepfake Content”), you must disclose this to DCM at the time of submission. You represent and warrant that: (a) any AI-generated or synthetic depiction of a real person was either created with that person’s express consent or constitutes clearly lawful commentary, criticism, satire, or parody; (b) the Video Content complies with all applicable federal and state laws governing synthetic media and AI-generated content, as may be enacted or amended from time to time; and (c) you have disclosed all required information regarding AI generation in the manner specified by DCM’s Programming Policy. The City reserves the right to label, restrict, or refuse AI-generated or Deepfake Content in its sole discretion.

5. CONTENT STANDARDS AND CITY RIGHTS

Detailed content restrictions and submission requirements are set forth in DCM’s Programming Policy. The City has the sole right to schedule broadcasts and may refuse to broadcast any Video Content that conflicts with federal, state, or local law, City guidelines, or DCM policies. The City may place disclaimers before, during, or after any Video Content. The City provides the Public Access Channels on an “AS IS” basis without warranties of any kind, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, title, or non-infringement.

5.1 Emergency Preemption

The City reserves the right, without prior notice or liability, to preempt, interrupt, or replace any scheduled or streaming Video Content at any time for emergency broadcasts, public safety announcements, legally mandated alerts, or any other purpose the City deems to be in the public interest. The City has no obligation to reschedule preempted programming.

5.2 Third-Party Platform Terms

The City may distribute Video Content through third-party streaming platforms and services (such as YouTube, Facebook Live, and similar platforms). You acknowledge that Video Content distributed on such platforms is subject to those platforms’ own terms of service and content policies, which may result in removal, restriction, demonetization, or other action by the platform independent of the City. The City has no liability for any action taken by a third-party platform with respect to your Video Content.

6. DMCA AND COPYRIGHT POLICY

The City complies with the Digital Millennium Copyright Act, 17 U.S.C. § 512 (“DMCA”). If you believe that Video Content available on the Public Access Channels infringes your copyright, you may submit a written takedown notice to DCM in accordance with 17 U.S.C. § 512(c)(3). DCM will respond to valid takedown notices by removing or disabling access to the identified content. Submitters who believe their content was removed as a result of a mistaken or misidentified takedown notice may submit a counter-notice in accordance with 17 U.S.C. § 512(g). DCM reserves the right to terminate the submission privileges of repeat infringers.

7. DEFENSE AND INDEMNIFICATION

7.1 Indemnification (Private Submitters)

Except as provided in Section 7.2, you agree to defend, indemnify, and hold harmless the City, its elected and appointed officials, agents, employees, and representatives from and against all claims, liabilities, judgments, suits, demands, losses, damages, and expenses (including reasonable attorneys’ fees and court costs) arising out of or

relating to: (a) this Submission Agreement or your breach thereof; (b) any claim that your Video Content infringes, misappropriates, or violates any intellectual property right, right of privacy, right of publicity, or other right of any third party; (c) any claim arising from libel, slander, defamation, indecency, obscenity, invasion of privacy, unauthorized use of copyrighted material, or noncompliance with applicable law in connection with your Video Content; (d) any material you carry, transmit, or disseminate on the Public Access Channels in violation of any third-party rights; and (e) any claim arising from your submission or the City's distribution of AI-generated or synthetic media in reliance on your representations under Section 4.2.

This indemnity shall be interpreted in the broadest possible manner and shall apply irrespective of fault, including the City's concurrent negligence (whether active or passive), except for the sole negligence or willful misconduct of the City. Your duty to defend and indemnify the City shall arise upon written notice of a claim, regardless of whether a lawsuit has been filed. Insurance coverage does not lessen or limit your liability under this indemnification obligation.

7.2 Colorado Public Entity Disclaimer

Notwithstanding anything to the contrary in this Submission Agreement, if you are a governmental or quasi-governmental entity organized under the laws of the State of Colorado—including without limitation the State of Colorado and its departments and agencies, counties, municipalities, special districts, public colleges and universities, and other political subdivisions ("Public Entity Submitter")—the following applies: (a) the indemnification obligations of Section 7.1 shall not apply to a Public Entity Submitter. No provision of this Submission Agreement shall be construed as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., or the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. § 1346(b); (b) each party shall be responsible for its own negligent or intentional acts or omissions and those of its employees, officers, agents, and volunteers, and the parties agree to cooperate in the investigation, defense, or settlement of any claim related to submitted Video Content; (c) liability for claims arising from the acts, omissions, or negligence of any party shall be controlled and limited by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.; (d) a Public Entity Submitter nonetheless assumes all responsibility as the producer, originator, author, or distributor of its Video Content, and the City shall not be liable for any claims related to Video Content submitted by a Public Entity Submitter.

8. RELEASE AND LIMITATION OF LIABILITY

8.1 Release of City

You release the City from any action, claim, or demand arising from the programming or delivery of Video Content on the Public Access Channels, including but not limited to mistakes, omissions, interruptions, scheduling changes, emergency preemptions, removal of content pursuant to a DMCA notice or court order, failure to broadcast or stream, damage, loss, alteration, or theft of submitted material, and unauthorized access or use of Video Content by third parties while in the City's custody.

8.2 Limitation of Liability

Under no circumstances, including negligence, shall the City be liable for any direct, indirect, incidental, special, punitive, or consequential damages arising from the use or inability to use the Public Access Channels, streaming services, City facilities, or City websites, including but not limited to reliance on information, interruptions, errors, defects, omissions, deletions, delays in transmission, non-delivery of information, disclosure of communications, or any other failure of performance.

8.3 Intellectual Property Remediation

If an injunction or order is obtained against the City's use of your Video Content by reason of an intellectual property infringement claim, you shall take all necessary action to correct the infringement and restore the City's right to continue using the Video Content.

9. INSURANCE

Insurance coverage is recommended but not required. If you obtain insurance, it does not lessen or limit your liability under this Submission Agreement. You are responsible for obtaining, at your own expense, any additional insurance you deem necessary for the City's protection.

10. TERM AND TERMINATION

This Submission Agreement is effective as of the date you first submit Video Content to DCM and continues for so long as you maintain an active submission relationship with DCM or until terminated. The City may suspend or terminate your right to submit Video Content at any time, in its sole discretion, with or without cause, effective immediately upon notice. Violations of this Submission Agreement or DCM policies may result in immediate termination. Upon termination, you have no claim against the City. The City's license to all previously submitted Video Content survives termination.

11. GENERAL PROVISIONS

11.1 Colorado Governmental Immunity Act

In relation to this Submission Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

11.2 Governing Law and Venue

This Agreement is governed by federal law, Colorado law, and Denver's Charter and Revised Municipal Code. Venue for any legal action is the Denver District Court (Second Judicial District).

11.3 Compliance with Laws

You must comply with all applicable federal, state, and local laws, rules, regulations, and codes, and with Denver's Charter, ordinances, rules, regulations, and Executive Orders.

11.4 Relationship of Parties

This Submission Agreement does not create an association, partnership, joint venture, trust, employment, or agency relationship. You are not an employee, officer, or agent of the City.

11.5 No Waiver

No payment or action by the City waives any breach or default. No waiver of any breach constitutes a waiver of any other breach.

11.6 Non-Discrimination

You may not discriminate based on race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability.

11.7 Dispute Resolution

Disputes will be resolved per DCM policies and procedures or through administrative hearing pursuant to D.R.M.C. § 56-106(b)–(f), with a representative designated by Technology Services rendering final determination.

11.8 Severability

If any provision is found invalid, illegal, or unenforceable, the remaining provisions remain in effect if the parties' intent can be fulfilled.

11.9 Entire Agreement

This Submission Agreement, together with DCM's Programming Policy (incorporated by reference), constitutes the complete understanding between the parties regarding the submission of Video Content. No modification has effect unless posted pursuant to Section 1 or made in writing. Oral representations have no force or effect.

11.10 Order of Precedence

If any provision of this Submission Agreement conflicts with DCM's Programming Policy, this Submission Agreement shall prevail.

11.11 Electronic Acceptance

You consent to electronic signatures and electronic records. This Submission Agreement may be accepted electronically and will not be denied legal effect because it is in electronic form. You will not object to admissibility of electronic records or signatures in any proceeding.

11.12 Binding Without City Signature

This Submission Agreement becomes binding upon you when you submit Video Content (whether electronically or otherwise) and does not require execution, countersignature, or any other action by the City to be valid and enforceable. You expressly waive any requirement for the City to sign or otherwise acknowledge this Submission Agreement. Your acceptance alone creates a binding contractual obligation.

11.13 Survival

The license grant (Section 3), indemnification obligations (Section 7), release and limitation of liability (Section 8), DMCA obligations (Section 6), and the City's reliance on the Colorado Governmental Immunity Act survive termination of this Submission Agreement for the applicable statute of limitations period.

11.14 Notices

Notices to you will be sent to your address or email on file with DCM. Notices to the City must be sent to: Chief Information Officer, 201 West Colfax Avenue, Dept. 301, Denver, CO 80202; with a copy to: Denver City Attorney's Office, 1437 Bannock St., Room 353, Denver, CO 80202.

BY SUBMITTING VIDEO CONTENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS PROGRAMMING SUBMISSION AGREEMENT.

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For questions, contact: info@denvercommunitymedia.org or 720-337-4200