

DENVER COMMUNITY MEDIA

MEMBERSHIP TERMS OF USE

BY ACCEPTING THESE TERMS (WHETHER ELECTRONICALLY OR OTHERWISE) OR BY USING DENVER COMMUNITY MEDIA (DCM) SERVICES, FACILITIES, OR EQUIPMENT, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE DCM SERVICES.

These Terms govern your membership with Denver Community Media, a service of the City and County of Denver ("City"), including all use of DCM facilities, equipment, classes, volunteer opportunities, and submission of media content ("Video Content") to the City's public access television channels or other media platforms (collectively, "Public Access Channels").

1. MODIFICATIONS TO TERMS

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

2. ELIGIBILITY AND RESPONSIBILITIES

You must be 18 years or older and a Colorado resident to become a DCM member. If you are under 18, a parent or legal guardian must accept these Terms on your behalf. You agree to comply with all DCM policies (as amended from time to time) and are responsible for the behavior of your invitees, including crew members, talent, and guests. Failure to comply may result in membership suspension or termination and removal from DCM facilities.

2.1 DCM Policies Govern Membership Terms

Your membership is subject to DCM's policies and procedures, which govern membership types, fees, payment terms, renewal and cancellation procedures, equipment rentals and use, content submission requirements, facility use rules, and all other operational matters. DCM policies are available on DCM's website and may be amended at any time without prior notice. Your continued use of DCM services constitutes acceptance of any policy changes. All references to "DCM policies" in these Terms include DCM's policies as amended from time to time.

3. EQUIPMENT USE AND FINANCIAL RESPONSIBILITY

Equipment rental terms, availability, fees, and procedures are governed by DCM policies. You are legally and financially responsible for all DCM equipment in your possession. If your negligence, abuse, or misuse causes damage, loss, or theft of equipment, you will be charged for all repair or replacement costs as determined by DCM in accordance with its policies. DCM staff will make the reasonable determination whether an equipment malfunction is the result of normal wear and tear or damage by you. The City may notify law enforcement regarding lost or stolen equipment. Equipment remains the City's exclusive property at all times; you have no ownership interest in any equipment. Violations of equipment policies may result in loss of all membership privileges.

4. PROHIBITED COMMERCIAL USE

You and your crew may not receive financial compensation from private or for-profit third parties to produce video projects using DCM equipment. All media created using DCM equipment must be made free and available to the public. DCM assets may not be used for private financial gain, commercial purposes, or to promote commercial products, services, businesses, or direct commercial calls to action. This does not prohibit you from paying production expenses.

5. CONTENT RESTRICTIONS

Detailed content restrictions and submission requirements are set forth in DCM policies. At minimum, Video Content may not contain: (a) material that is unlawful, obscene, slanderous, libelous, or incites violence; (b) unauthorized copyrighted material or material subject to ownership, royalty, or publicity rights; (c) solicitation, advertising, or promotion of commercial products, services, or transactions; or (d) lottery information or similar schemes. The City may refuse to broadcast any content that violates federal, state, or local law, City guidelines, or DCM policies. The City may place disclaimers before, during, or after content deemed objectionable. Nudity or partial nudity is prohibited at DCM facilities as defined in DCM policies.

6. YOUR WARRANTIES AND LICENSE GRANT

6.1 Your Warranties

You warrant that: (a) you are 18 or older and a Colorado resident; (b) submitted Video Content contains no Restricted Content; (c) you have obtained all necessary rights, clearances, permissions, and licenses for the Video Content and individuals appearing in it; (d) the Video Content complies with these Terms, DCM policies, and all applicable laws; (e) you have satisfactory evidence of permissions upon request; and (f) the City will incur no liability from your Video Content—all responsibility lies solely with you, the producer of record.

6.2 License to City

You grant the City a worldwide, royalty-free, non-exclusive, perpetual license to: (a) reproduce, adapt, distribute, copy, share, disseminate, publicly display, and publicly perform your Video Content in any medium or format (now known or later developed); (b) incorporate Video Content into collections; and (c) make technically necessary modifications. You waive any right to collect royalties. The City may destroy, distribute, or remove Video Content as required by policy or law (including subpoenas and Colorado Open Records Act requests). You may not use City trademarks (including DCM logos and channel branding) without express written permission. This license survives termination of your membership.

7. PUBLIC ACCESS CHANNELS

Public Access Channels, streaming platforms, and websites are provided AS IS without warranties of merchantability, fitness for purpose, title, or non-infringement. The City does not warrant accuracy, completeness, uninterrupted service, or freedom from policy violations. The City has sole discretion to schedule broadcasts and may refuse programming that conflicts with federal, state, or local law or City guidelines.

The City has the sole right to schedule cablecasts of any programming, and the City has the right to refuse to cablecast any submitted programming found to conflict with federal law, state law, local law, and City guidelines as they may be adopted or amended from time to time. The City, or its designee, may pre-screen

program content for this purpose only if it possesses or is presented with credible evidence of specific prohibited or patently offensive content.

8. ASSUMPTION OF RISK AND RELEASE

You acknowledge that DCM activities have inherent risks that cannot be entirely eliminated. You believe you have the physical conditioning and skills necessary to participate safely. You assume all personal risks of injury, illness, disability, death, and theft, loss, or damage to property associated with DCM activities or use of DCM facilities, equipment, and services. You agree not to sue and forever release the City, its officials, employees, contractors, agents, and volunteers from any claims, causes of action, judgments, liens, costs, or expenses arising from your participation, regardless of cause, including negligence (except for the City's sole negligence or willful misconduct). You further agree to defend, indemnify, and hold harmless the City from claims arising from your deliberate acts or negligence. The City is not responsible for damage, loss, or theft of your personal property; no bailment exists.

9. DEFENSE AND INDEMNIFICATION

You agree to defend, indemnify, and hold harmless the City, its officials, agents, and employees from all claims, liabilities, judgments, suits, or demands arising from or relating to this Agreement, your use of DCM services, or your Video Content, unless caused solely by the City's negligence or willful misconduct. This indemnity is interpreted broadly to cover any of your acts or omissions, active or passive, irrespective of fault, including the City's concurrent negligence. Your duty to defend arises when the City receives written notice of a claim, even if you are not named or the City is solely named. You will pay all expenses, including court costs and attorney fees. This obligation survives termination of this Agreement and is in addition to insurance coverage requirements.

You specifically agree to indemnify the City from: (a) any claims that Video Content infringes intellectual property rights; (b) claims arising from libel, slander, indecency, obscenity, invasion of privacy, unauthorized copyright use, or non-compliance with applicable laws; (c) any mistakes, omissions, interruptions, scheduling changes, or failure to cablecast or broadcast your material; (d) damage, loss, alteration, theft, or unauthorized use of your programming; and (e) any use or reliance on information from Public Access Channels or City websites.

10. TERMINATION

The City may suspend or terminate your membership at any time in its sole discretion, with or without cause, effective immediately upon notice. Violations of these Terms or DCM policies may result in immediate termination and loss of all privileges. Upon termination, you have no claim against the City. The City will take possession of all City-owned materials and equipment in your possession by any method it deems expedient.

11. GENERAL PROVISIONS

11.1 Records and Audits

The City and City Auditor may examine and copy any records related to your membership for three years after final payment or until the applicable statute of limitations expires, whichever is later.

11.2 Compliance with Laws

You must comply with all federal, state, and local laws, regulations, and codes, and with Denver's Charter, ordinances, rules, regulations, and Executive Orders. You must obtain and maintain all required licenses, certifications, and permits.

11.3 Relationship of Parties

This 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.

11.4 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.

11.5 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). The City relies on the Colorado Governmental Immunity Act (C.R.S. § 24-10-101 et seq.) and has not waived monetary limitations or other protections.

11.6 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.

11.7 Non-Discrimination

You may not discriminate in membership matters 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.

11.8 Notices

Notices to you will be sent to your address on file. 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.

11.9 Entire Agreement

This Agreement constitutes the complete understanding between the parties. No modification has effect unless in writing or as provided in Section 1 (Modifications to Terms). Oral representations have no force or effect.

11.10 Severability

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

11.11 Assignment

You may not assign your rights or obligations without the City's prior written consent. Unauthorized assignments are void and grounds for termination.

11.12 Electronic Acceptance

You consent to electronic signatures and electronic records. This Agreement may be signed 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.

11.13 Binding Without City Signature

You acknowledge and agree that this Agreement becomes binding upon you when you accept these Terms (whether electronically or otherwise) or use DCM services, 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, execute, or otherwise acknowledge this Agreement. Your acceptance alone creates a binding contractual obligation.

BY ACCEPTING THESE TERMS, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF USE.

Current version posted: March 21, 2026

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