

DENVER COMMUNITY MEDIA

PUBLIC ACCESS SUBMISSION COMPLIANCE AGREEMENT

This Public Access Production Compliance Agreement (the "Agreement") governs all media, content, series, or programs (collectively, "Video Content") submitted by "Member" to the City and County of Denver's (the "City") public website to air on its public access television channels ("Public Access Channels") managed by Denver Community Media ("DCM"), acting for and on behalf of the City. Member shall fully coordinate all the responsibilities outlined herein with Denver's Community Media Coordinator ("CMC") or their designee.

1. Representation of Authorizations and Member Warranties

1.1. Member represents and warrants that they have obtained all necessary permissions, rights, and clearances for all materials and from all individuals appearing in Video Content. Member shall provide satisfactory evidence of such permissions upon request.

1.2. Member represents and warrants that they possess the legal authority to enter into the Agreement, and they reside within the county limits of the City and County of Denver.

1.3. Member represents and warrants that they have read the latest edition of DCM's policies, and Member hereby agrees to be bound by all terms and conditions delineated therein.

1.4. Member represents and warrants the Video Content's submission, intended use, technical specifications, and content comply with the Agreement and the latest edition of DCM's policies and procedures.

1.5. Member acknowledges that Video Content may be destroyed, distributed, or removed from DCM's possession without Member's 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.

1.6. Member agrees that the City maintains all rights in its trademarks which include without limitation, DCM and the City's logos, channel branding, and any other trademarks which may be developed in the future. Member shall not utilize those trademarks in any fashion without the express written License Agreement of the City.

1.7. Member represents and warrants that they assume full responsibility for the content of all Video Content and will ensure that such Video Content complies with all current rules, policies, and applicable laws.

2. Licensing

2.1. Member hereby grants DCM a worldwide, royalty-free, non-exclusive, irrevocable, and perpetual license to exercise the rights in the Video Content as stated below:

2.1.1.1. DCM may, without limitation, reproduce, copy, adapt, distribute, share, disseminate, publicly display, publicly perform, sublicense, and create derivative content from the Video Content, or any portion thereof without remuneration to Member;

2.1.1.2. DCM may incorporate the Video Content into collections, and may reproduce the Video Content as incorporated in a collection;

2.1.1.3. The above rights may be exercised in all mediums, platforms, media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other mediums, platforms, media and formats; and

2.1.1.4. Member represents and warrants that they have, before using any facilities, equipment, or uploading any Video Content, obtained prior permission through appropriately executed licenses or releases, all of which are assigned to the City, to use any copyrightable material, any personality rights, any photographic rights, talent, protected content, materials, location, and other rights necessary to permit the use of the same to be distributed through Public Access Channels or at the City's facilities.

3. Content Restrictions

3.1. Video Content may not contain the following restricted content:

3.1.1. Solicitation, advertising, bartering or promotion of commercial products, services or transactions;

3.1.2. Material that is slanderous, libelous, an invasion of privacy, incites violence towards an individual or group, or is otherwise unlawful;

3.1.3. Material concerning lottery information, gift enterprise, or similar scheme;

3.1.4. Unlawful use of material requiring union residual, or other payment including but not limited to talent and crew;

3.1.5. Unlawful use of material that is copyrighted or subject to ownership or royalty rights, right of publicity, or other payment; or

3.1.6. Material that the City reasonably believes contains obscene content, including but not limited to sexual intercourse, sodomy, masturbation, sadism, masochism, excretion, or lewd exhibition of genitals.

4. Defense and Indemnification

4.1. Member agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under the Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify the City for any acts or omissions of Member or its subcontractors either passive or active, irrespective of fault, including the City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

4.2. Member will further indemnify, defend and hold the City harmless from and against any claims, losses, damages, liabilities or expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from any third party claim that the Video Content, when used by the City in accordance with the Agreement, infringes, misappropriates or violates any United States patent issued as of the date hereof, copyright, trademark, trade secret or other intellectual or proprietary right of any third

party. If an injunction or order is obtained against the City's use of the Video Content by reason of a claim of the type described above, or if in Member's opinion, the Video Content is likely to become the subject of such a claim, Member shall take all necessary action to correct any such infringement or misappropriation to give the City the right to continue using the Video Content.

4.3. Member's duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether Claimant has filed suit on the Claim. Member's duty to defend and indemnify the City shall arise even if the City is the only party sued by claimant and/or claimant alleges that the City's negligence or willful misconduct was the sole cause of claimant's damages.

4.4. Member shall defend any and all Claims which may be brought or threatened against the City and shall pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the City will be in addition to any other legal remedies available to the City and will not be the City's exclusive remedy.

4.5. Insurance coverage is recommended but not required by the terms of the Agreement. If the Member obtains insurance coverage, it in no way lessens or limits the liability of Member under the terms of this indemnification obligation. Member is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

4.6. This defense and indemnification obligation shall survive the expiration or termination of the Agreement.

5. General Provisions

5.1. Program Disclaimer. The City reserves the right to place a disclaimer before, during, or after any Video Content that may be objectionable to viewers. The disclaimer will advise viewer discretion and indicate that responsibility for the content of the Video Content lies with Member and not with the City or any third-party platform provider.

5.2. Order of Precedence. If any provision of the Agreement should conflict with any other provision of DCM's policies and Members, the provisions of the Agreement shall prevail.

5.3. Assignment; Subcontracting. Member shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under the Agreement without obtaining the City's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of the Agreement by the City. The City, or its designee, has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) Member shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

5.4. Inurement. The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

5.5. No Third-party Beneficiary. Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or Member receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

5.6. No Authority to Bind City to Contracts. Member lacks any authority to bind the City on any contractual matters.

5.7. Severability. If a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

5.8. Governing Law; Venue. The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

5.9. Compliance with all Law. Member shall, at all times, be in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

5.10. Electronic Signatures and Electronic Records. Member consents to the use of electronic signatures. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically in the manner specified by the City. Member agrees not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Member agrees not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5.11. When Rights and Remedies Not Waived. In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of Member. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

5.12. Examination of Records. Any authorized agent of the City, including Denver's Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of Member, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

5.13. No Discrimination in Employment. In connection with the performance of work under the Agreement, Member may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. Member shall insert the foregoing provision in all subcontracts.

5.14. Use, Possession or Sale of Alcohol, Tobacco or Drugs. Member shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol, tobacco or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in Member operations.

Please review and sign the Agreement before providing any Video Content. If you are under 18 years old, a parent or legal guardian must also sign the Agreement. The Member, and any organization they may represent, hereby accepts and agrees to be bound by the terms of the Agreement.