



2023 Harbor Media and NSTV Membership Terms

By signing up as a “Member” with Harbor Media and/or NSTV, each Member agrees to the following:

1. Members must go through a certification process to be able to check-out cameras and other equipment.
2. All members will abide by Harbor Media’s anti-harassment policy and code of culture.
3. If any equipment is damaged during a shoot by the member, the member agrees to cover the costs of repair or replacement of the damaged equipment.
4. All members must go through mandatory orientation/training with the executive director. Business members are limited to training three employees.
5. All individual members must provide their address, phone number, and emergency contact information.
6. Members will not identify themselves as an employee or agent of Harbor Media or any of the funding jurisdictions (Hingham, Norwell) unless hired by Harbor Media or the jurisdictions to perform a service.
7. Harbor Media exercises no control, beyond these policies, over production activities by members except when trained members have been recruited by Harbor Media to crew productions that are specifically coordinated by Harbor Media.
8. Members must not identify their production efforts as being “for Harbor Media” but rather will air on Harbor Media or NSTV community television.
9. Harbor Media reserves the right to air all non-commercial member produced programs on Harbor Media PEG channels and/or online.
10. Harbor Media will retain a certain amount of any underwriter of member video/TV Show
 - a. If Harbor Media records and/or edits the video/TV Show, Harbor Media will retain 70% of the total underwriter amount.
 - b. If Member records and/or edits the video/TV Show, Harbor Media will retain 30% of the total underwriter amount.
 - c. This only applies to underwriters of specific members shows ONLY and not underwriters of Harbor Media and/or NSTV, its events, original shows, and other activities by Harbor Media and/or NSTV.
 - d. The amounts will be paid when the underwriter makes full payment.

11. Equipment and studio reservations are subject to availability.
12. Equipment rentals are subject to late fees. Any late returned equipment will be charged at its daily rental rate per each late return.
13. Any additional hour not covered by *business tier membership* will be charged at \$40 per hour.
14. Any material which constitutes libel, slander, invasion of privacy or publicity rights, or which might violate any other local, state, or federal law, and pornographic programs are not permitted to be produced or aired on all Harbor Media TV channels and online.
15. All members must abide by the Harbor Media code of culture and ethics.
16. Harbor Media reserves the right to revoke membership without any refund.
17. Use-or-lose policy: unused business-member hours may not accrue.
18. Members may cancel their subscription any time.
19. Membership fees, if charged, are non-refundable.
20. All programs produced by members must have an opening and closing credit.
21. Members agree to assume full responsibility for damage to or loss of property or access equipment resulting from member's use. Members agree to reimburse Harbor Media for the full market value of such equipment for replacement or repair unless a \$50/month insurance fee is paid. Members agree that negligent use of equipment and facilities and late equipment returns will result in the forfeiture of the right to use such equipment in the future.
22. By becoming a member, members agree to indemnify and hold harmless Harbor Media, its directors, members, volunteer, interns, and employees, and their successors, from any liability, loss, claim, cost, or damage of any nature whatsoever which may arise by reason of any claim that any material cablecast or disseminated by me infringes and / or violates any rights of any person(s) or organization(s).
23. Only members who are 18 years of age or older may borrow equipment or be a program producer.
24. Members under the age of 18 will require a signature/approval by a guardian - in person - at Harbor Media facility.
25. Minimum age requirement to become a member is 16
26. Harbor Media may make changes to this Agreement at any time without notice. You should look at the Agreement and check for any changes regularly.
27. If you do not agree with the modifications to the Agreement, you may terminate your membership in writing.
28. This agreement will be governed by and construed in accordance with the substantive laws in force in the Commonwealth of Massachusetts