



COMMUNITY TELEVISION OF SANTA CRUZ COUNTY

THIRD PARTY AGREEMENT FOR PAID PRODUCERS

All parties involved understand that this agreement confirms that;
(Producer) _____ is being paid by (3rd Party) _____
to produce (Please give a brief description of the program/production) _____

The Total Amount of Payment (in actual or in-kind value) is \$ _____

- 1) The independent producer is working independently and is not working as a staff person or official representative of Community Television but rather is utilizing the resources of Community Television to produce the program.
- 2) All Aspects of the production (i.e. deadlines, deliverables, etc.) are the responsibility of the independent producer and not Community Television.
- 3) Programs produced with Community Television of Santa Cruz County (CTSCC) equipment and/or facilities are intended for cablecast on access channels and may not be used primarily for commercial purposes, or the solicitation of funds; unless they are produced by local 501(c)(3) nonprofit organizations that are members of the organization, or as decided by the Board of CTSCC.
- 4) Access equipment and facilities are provided to all individuals and organizations who are members at no cost for production of programs to be cablecast on the community access channel(s).
- 5) A producer may not additionally charge for use of access equipment, facilities or channel time, and all such use must be in compliance with the policies in the Rules and Procedures of Community Television of Santa Cruz County. Channel time is provided at no cost and shall not be charged for.
- 6) A Fee in the amount of 25% of total compensation given to the producer(s) and/or production crew shall be paid to CTSCC.

This Agreement is entered into by the following parties:

Independent Producer (Please Print): _____

Signed: _____ Date: _____

Organization (Please Print): _____

Representative: _____

Signed: _____ Date: _____

CTSCC Staff:

Signed: _____ Date: _____

Total Production Budget (optional): \$ _____
 Total Payment to Producer(s) and/or Crew: \$ _____
 CTSCC Fee (25% of above): \$ _____
 Form of Payment to CTSCC: _____
 Date Payment Received: _____

DOING PRODUCTIONS FOR PAY?

THIRD-PARTY AGREEMENTS

PLEASE NOTE: IT IS A MAJOR VIOLATION FOR A CTSCC MEMBER TO PERFORM A PRODUCTION SERVICE FOR PAY WITHOUT HAVING SUBMITTED A THIRD-PARTY AGREEMENT. THE RULE READS AS FOLLOWS

IV.H.Payment for Labor/Production Costs (AKA “Third Party Agreement”)

A member may be paid by a Third Party, who is not a member, for labor and/or production costs associated with a community access program. Third-Party Agreement Definition: When a Third-Party (someone not involved in the production) offers to pay (includes money, goods or services) for the production costs of a program they would like produced and any CTSCC resources are used in the production (including pre and post), this is known as a “Third-Party Agreement”. Rather than providing partial support for a program, as sponsors typically do, a Third Party pays for the bulk of the cost of a production. As opposed to supporting existing shows, with Third Party arrangements the show primarily happens at the request and behest of the Third Party. Essentially, they are paying to have the program produced. (e.g. A local band is having a concert and hires you to come shoot and edit the event) Note: If the Third Party contributor is a member AND is the program’s producer, a Third-Party Agreement is not typically applicable.

To be approved and to be in compliance with the rules, the member must describe these services in the program proposal and submits a Third-Party Agreement to CTSCC prior to receiving any payment for labor and/or production costs. The Agreement, which must be signed by the Third Party, warrants that the Third Party understands that:

- 1) The independent producer is working independently and is not working as a staff person or official representative of Community Television but rather is utilizing the resources of Community Television in producing the program.
- 2) Programs produced with CTSCC equipment and/or facilities are intended for cablecast on the access channels and may not be used primarily for commercial purposes; or for the solicitation of funds, unless they are produced by local 501(c)(3) nonprofit organizations that are members of the organization, or as decided by the Board of Directors.
- 3) Access equipment and facilities are available to all at no cost for use in the production of programs for the community access channels.
- 4) Access channel time is free of charge.
- 5) CTSCC shall receive twenty-five percent (25%) of any fee paid to any member by any Third Party for any production service, including labor and/or production costs.