

**LUS FIBER  
STATEMENT OF POLICY**

**SUBJECT: USE OF LEASED ACCESS CHANNEL**

**APPROVAL:** \_\_\_\_\_  
Director of Utilities

**DATE:** \_\_\_\_\_

In accordance with applicable law and FCC requirements, LUS FIBER will provide designated channel capacity for use by non-affiliated programmers. LUS FIBER has established channels to be used by programmers wishing to lease all or a portion of the designated channel capacity to provide content to LUS FIBER's viewing area. The purpose of this policy is to describe the general policies and procedures that LUS FIBER shall use to administer the use of these channels.

LUS FIBER will not show any program that contains Obscenity on its Leased Access Channels. Obscenity means "works which, taken as a whole, appeal to the prurient interest in sex, which portray sexual conduct in a patently offensive way, and which taken as a whole, do not have serious literary, artistic, political, or scientific value." Programmers must inform LUS FIBER in advance if programming contains material that might be considered Obscenity according to community standards in the LUS FIBER viewing area. LUS FIBER reserves the right to pre-screen programming and to refuse to air programming that contains Obscenity in its sole discretion.

LUS FIBER intends for the Leased Access channels to be a forum for freedom of expression consistent with the requirements of federal law. As such, it will operate in the spirit of the First Amendment of the United States Constitution. LUS FIBER may waive the policies and procedures detailed below in specific instances for due cause. LUS FIBER may modify this Policy at any time. In the event of a material modification to this Policy, LUS FIBER will provide thirty (30) days' notice to current programmers and franchise authorities.

Anyone submitting content for the Leased Access Channels will be required to sign and comply with the requirements of LUS FIBER's Leased Access Channel User Agreement and must be authorized by Programmer and of legal age to sign contracts in the state of Louisiana.

Programming Guidelines. Programming must meet all FCC regulations and applicable federal, state and local laws. Programs may not contain copyrighted materials unless the programmer has obtained all required licenses and permissions to use the materials. Programs should be either first or second generation, rather than copies of copies. Preferred program lengths are 60 minutes and 30 minutes. Pre-recorded programs must be submitted on DVD. Programs with glitches, and/or poor video quality will not be aired. Programs with poor audio will not be aired. LUS FIBER will make determinations about glitches, poor video quality and audio in its sole discretion.

Scheduling of Programs. LUS FIBER will schedule programming according to time, place, and manner criteria, which will be applied consistently to all programming. LUS FIBER may establish certain thematic blocks in order to group programming. LUS FIBER may also establish additional criteria for grouping, such as technical (e.g. live vs. taped), programming source (educational vs. governmental), or age-appropriateness. Programmers may request specific time and day scheduling, and LUS FIBER will give consideration to such requests subject to availability.

Requests for specific times or channel assignments will be granted on a first-come, first serve basis. LUS FIBER will use postmark date to determine the order of submission, and programs submitted with the same postmark date will be assigned at random using a system developed by LUS FIBER. LUS FIBER

will resolve disputes or conflicts over scheduling of air time in accordance with FCC regulations and requirements.

Replays of Programs. LUS FIBER will not accept a program for any additional cablecast before three (3) months after the last scheduled playback. LUS FIBER may deny further viewing dates for programs that have been televised more than three (3) times.

Previously Recorded Programs. Previously recorded programs must be submitted no later than seven (7) business days in advance of a scheduled play. Submission must be a broadcast quality DVD. VHS tapes are not acceptable. DVDs must meet minimum technical standards, as follows, or may be returned to the Programmer without being televised:

- No excessive oxide loss or visible dropouts.
- Measurable video signal at all times during the program.
- Audible audio signal must conform to adjacent channels and must have no significant distortion throughout the program.
- No loss of control track from physical beginning of video to end of program plus ten (10) seconds.
- Programs submitted as episodes of a series must allow sixty (60) seconds for station ID prior to the start of a following program; i.e., a thirty (30) minute show must be actually 29:00; a sixty (60) minute show must be actually 59:00.
- DVDs must be legibly labeled with the title, name of the series and episode # (if applicable) and Programmer's name. LUS FIBER may affix an additional label with additional information needed for playback.
- Programs must have sufficient pre-roll time to ensure stable playback, generally not less than ten (10) seconds. There should be ten (10) seconds of video black preceding the start of the program. Countdown (if used) should end at minus three (3) seconds.

Satellite Programs. Content submitted via satellite may require LUS FIBER to perform an engineering study, which could take up to six (6) weeks lead time. Once approved, requests for satellite programming must be submitted no later than ninety-six (96) hours in advance of scheduled transmission. LUS FIBER will charge a fee for technical support and equipment necessary for any Satellite delivered programming.

Telecast of programs from satellite transmissions is dependent on the availability of a signal to LUS FIBER at the time of the telecast. LUS FIBER may provide for recording and re-televising transmissions, provided that the requested Programmer provides evidence of rights for such uses and supplies DVD.

Liability for Program Content. LUS FIBER will not be liable for damages arising out of or in connection with obscenity, defamation, slander or libel, invasion of privacy or publicity rights, copyright or other intellectual property violations or allegations of any of the foregoing that occur during any program which LUS FIBER did not generate. Programmers must agree to indemnify and hold LUS FIBER harmless for costs and damages, including reasonable attorneys' fees, associated with or resulting from claims arising out of or in relation to any of the foregoing circumstances.

Rates. Rates for Leased Access Channels will be updated on a quarterly basis using the formula provided in the applicable FCC regulations. LUS FIBER may charge an administrative fee for technical support as allowed by law.