

**Summary of Member Elections  
FY 1996**

Member's Call Letters WNIT ( the "Member" )

**1. NPS Participation**

- Member hereby elects full participation in the PBS National Program Service for FY 1996; or
- Member hereby applies to participate in the Program Differentiation Plan in FY 1996.

PDP Percentage Level \_\_\_\_\_ %

Member intends to observe the:

- Short Delay Option
- Long Delay Option

**2. PBS Plus Participation**

Materials describing the *PBS Plus* have been mailed under separate cover to program managers. After reviewing those materials, please indicate whether you wish to participate in *PBS Plus*. Station's price will be equal to its CSG share of \$1 million at 80% Purchase Power.

- Member will participate in PBS Plus
- Member will not participate in PBS Plus

**3. PBS Select Participation**

A list of programs to be offered as part of *PBS Select* will be presented at a later date. Members' participation commitments will be sought at that time.

**4. Optional Adherence to NPS Program Carriage Requests**

- Member agrees to honor PBS's common carriage requests, subject to the guidelines included as Attachment C. (Not applicable to PDP participants.)
- Member declines to observe PBS's program carriage requests and agrees to pay a non-standard usage fee equal to twenty percent (20%) of its FY 1996 NPS Program Assessment.

5. **Voluntary Observance of Local Underwriting Guidelines**

Member will voluntarily observe the Guidelines Regarding Local Underwriting Practices as set forth in Attachment D.

Member declines to voluntarily observe the Guidelines Regarding Local Underwriting Practices as set forth in Attachment D.

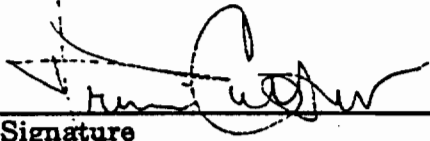
6. **Special Transitional Assistance**

Member desires to apply for Special Transitional Assistance in accordance with the guidelines provided in Attachment E.

This Commitment Form, when signed by an officer of Member, constitutes a binding commitment between the Member and PBS. Commitment Forms received after the **May 26, 1995** deadline will be subject to a 5% penalty on the full amount of the Member's FY 1996 NPS Program Assessment.

As in past years, the payment schedule will be structured to provide for a discount if paid in full prior to November 30, 1995, and a premium amount if paid thereafter.

**Note: You must sign and return this form in order to obtain the right to broadcast any programs distributed by PBS in FY 1996.**

  
\_\_\_\_\_  
Signature

Trina Cutter  
\_\_\_\_\_  
Typed Name

President and General Manager  
\_\_\_\_\_  
Title

WNIT Television  
\_\_\_\_\_  
Member Name or Call Letters

May 19, 1995  
\_\_\_\_\_  
Date

=====  
***In order to expedite matters, we would very much appreciate your sending us a facsimile of pages 5 and 6 to 703/739-8460. Please sign and return the entire agreement to PBS, Program Business Affairs, 1320 Braddock Place, Alexandria, VA 22314 as soon as possible, but not later than May 26, 1995.***  
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May 31, 1996

To: PBS Member Station CEOs  
From: Peter Downey  
Re: FY 1997 Participation in PBS  
cc: Chief Financial Officers  
Program Directors  
Development Directors  
Public Information Directors  
General Counsels

As a result of various Board actions over the past 18 months, we have greatly simplified the annual NPS commitment procedure, including the elimination of the formal NPS commitment form.

For your records, however, we have enclosed here two sets of the policies that apply to the use of the PBS National Program Service and other PBS program services including *PBS Plus*, *PBS Select* and SIP. Please note that the *Terms & Conditions for Use of PBS Programs* has been modified to reflect the elimination of the annual commitment form. The enclosed attachments include:

- A. *Benefits & Obligations of PBS Membership*
- B. *Terms & Conditions for Use of PBS Programs*
- C. *PBS Common Carriage Guidelines*
- D. *Guidelines Regarding Local Underwriting Practices*
- E. *PBS Program Differentiation Plan*

Access to the Program Differentiation Plan is subject to the annual review and approval by the PBS Board of Directors. Therefore, if you wish to operate or continue to operate under this plan, please fill out and return the enclosed form as indicated.

Your commitments to participate in *PBS Plus*, *PBS Select*, SIP and Schedule "X" will be solicited separately by the appropriate PBS departments.

If you have any questions, please do not hesitate to call.

**Public Broadcasting Service  
Benefits & Obligations of PBS Membership  
- FY 1997 -**

The duties and obligations of PBS membership include the obligation to pay a full share of the Program and Member Service Assessments that fund the programming, administrative, promotion and distribution costs of the PBS National Program Service (NPS), as well as certain other general activities and services that benefit the entire membership. Exceptions to full participation in the NPS will be made for members that apply for and receive authorization from the Board of Directors to operate under the "Program Differentiation Plan" (PDP), and to pay the reduced fees set forth in that plan.

***Benefits of PBS Membership***

A PBS member in good standing may use the programs that are distributed as part of the PBS National Program Service, will receive the full non-programming benefits of PBS membership, may elect representatives to and serve on the PBS Board of Directors, may vote on the affairs of the corporation, may use other PBS services by paying an appropriate share of the cost of those services on a timely basis, may receive cash distributions or other benefits accruing from PBS's activities, may identify itself as a "PBS Member Station," and may use the PBS logo, a registered trademark of PBS, subject to the applicable guidelines.

***Obligations of PBS Membership***

The duties and obligations of PBS membership are as set forth in the PBS By-Laws and PBS membership policies as established by the Board of Directors of PBS. Attached are four Board policy documents that are of special relevance to the use of the PBS National Program Service and other PBS-provided program services:

- *Terms and Conditions for Use of PBS Program*
- *PBS Common Carriage Guidelines*
- *Guidelines Regarding Local Underwriting Practices*
- *PBS Program Differentiation Plan*

***Annual Program License***

In return for a member's financial participation, PBS will grant the member a license for the period July 1, 1996 through June 30, 1997 (FY 1997) to broadcast PBS National Program Service programs distributed by PBS in

FY 1997 at any time during the rights period conveyed, subject to the obligations of PBS membership as set forth above. Note that while the Annual Program License is for a period of one year, the program rights conveyed to the Member are retained by the Member for the term of those rights.

### ***Program Differentiation Plan***

The Program Differentiation Plan (PDP) is intended to facilitate program service differentiation between PBS member stations serving the same market. Member participation in the Program Differentiation Plan (PDP), as described more fully in Attachment E, is contingent upon annual approval by the PBS Board of Directors. Approval of a member's PDP application obligates the member to abide by such rules and policies as the PBS Board may establish for participation in the Program Differentiation Plan.

### ***Additional Membership Benefits***

A PBS member in good standing is also eligible to participate in certain additional PBS program services by paying the appropriate fees or costs on a timely basis. These additional services include:

- ***PBS Plus*** -- a package of fully-underwritten programming made available to members that participate in the funding of *PBS Plus*.
- ***PBS Select*** -- occasional offers of specific program titles or program packages made available to the members that participate in the financing of each such offer.
- ***Station Independence Program*** -- a package of special fundraising programs and related services made available to the members that participate in the funding of SIP.
- ***Schedule "X"*** -- a broadcast-ready program feed available to full participants in the NPS for station distribution via broadcast or other approved means. The Schedule "X" service consists solely of the mechanical distribution; the rights for all programs included as part of the Schedule "X" feed must be separately obtained, as appropriate.

Programming acquired through participation in these additional program services is also subject to the *Terms and Conditions for Use of PBS Programs* included as Attachment B.

## ***Terms & Conditions for Use of PBS Programs***

The following terms and conditions apply to the use of PBS programs by a Member.

### **1. *Definitions***

**A. *National Program Service (NPS).*** A television program service selected and scheduled by PBS and consisting of approximately 2,500 to 3,000 hours of PBS Programs distributed to PBS Members via satellite and generally intended for simultaneous broadcast.

**B. *Non-NPS Programs and Program Services.*** Programs and program services provided by PBS under auspices other than the NPS including, but not limited to, *PBS Plus*, *PBS Select*, the PBS Adult Learning Service, the Station Independence Program, the K-12 Program Service, and such other services as PBS may, from time to time, establish together with special or modified terms and conditions for use of and payment for such programs and services.

**C. *Original Broadcast Date.*** The date of the first transmission of a PBS Program by PBS for purposes of public television broadcast.

**D. *Member.*** Any non-commercial educational television licensee or permittee admitted to PBS membership and participating in the funding of the PBS National Program Service at or above the ten percent (10%) minimum participation level.

**E. *PBS Program(s).*** Any and all programs or series of programs distributed by PBS in the form so distributed, including all accompanying material, such as credits and the PBS Logo.

**F. *Production Agreement(s).*** One or more agreements between PBS and program producers for the production or acquisition of PBS Programs.

**G. *Program Rights.*** The right of a Member to broadcast a program. Program Rights for PBS Programs generally include the right to four (4) broadcast Releases of a PBS Program over a period of three (3) years from the Original Broadcast Date, or such other rights as may be specified by PBS.

**H. Release.** Unlimited broadcasts of a PBS Program by Member during a consecutive seven-day period commencing with Member's first broadcast of each PBS Program, whether broadcast live when fed by PBS or on a delayed basis.

**I. Station.** A full power, non-commercial, educational television transmitter licensed to a Member.

## **2. Program Rights**

**A. Basic Rights.** PBS and Member acknowledge and agree that Member is granted Program Rights to those PBS Programs for which Member has agreed to pay its share of costs as determined by PBS, subject to these terms and conditions. Notwithstanding the foregoing, PBS may notify Member that the period during which a particular PBS Program may be broadcast or rebroadcast is lesser or greater than the standard Release period, or that the number of Releases is lesser or greater than the standard number of Releases, or PBS may otherwise notify Member of any special limit on the Program Rights and Member agrees to use such PBS Program in accordance with any such notice. No PBS Program shall be used by Member in any manner that violates the rights granted herein unless authorized by PBS in writing.

**B. Non-NPS Programs.** In addition to the NPS, PBS may offer, from time to time, access to special collections of programming (e.g., *PBS Plus*, *PBS Select*, ALS, K-12, etc.). Such PBS Programs are subject to these same terms and conditions and may be broadcast only by those Members that have obtained Program Rights to those programs and that abide by all of the policies established for participating in such activities of PBS, including all of the policies relating to payment and nonmember surcharges.

**C. Reservation of Rights.** All rights in PBS Programs other than as set forth herein, or in writing to Members, are retained and reserved to PBS and program producers. No other uses of PBS Programs are authorized under these terms and conditions.

## **3. Program Use Requirements and Policies**

**A. Notice of Programs.** PBS agrees to notify Member in advance of each PBS Program scheduled for distribution by PBS. Notification by PBS does not prohibit PBS from altering, at its discretion, the means of distribution or the schedule for distribution. PBS will give as much notice as possible for any such alteration.

**B. Member Discretion with Regard to Programs.** Subject to these terms and conditions, Member, in its sole discretion, will be free to broadcast or not to broadcast any PBS Program at times chosen by Member (subject also to the terms of the Program Differentiation Plan, if applicable); provided, however, that PBS will be under no obligation to provide particular programs to Member at times or by means other than those determined by PBS. Member will, on request, notify PBS (by such means and at such times as PBS may reasonably request) of its simultaneous, repeat and delayed broadcasts, or nonbroadcast, of PBS Programs.

**C. Pre-Release Policy.** Member may request permission to pre-release scheduled programs. PBS must generally secure the permission of the producer before granting a pre-release request; therefore, PBS reserves the right to approve or disapprove any pre-release request.

**D. Pre-emption.** PBS may pre-empt any PBS Program or series to permit the substitution of special PBS Programs. PBS will use its best efforts to notify Member at least forty-eight (48) hours in advance of any pre-emption. Should any scheduled program be pre-empted, PBS shall make the originally scheduled program or programs available to Member through prior or subsequent interconnection, or through the distribution of recordings, at the discretion of PBS.

**E. Preview Policy.** Subject to the availability of facilities, PBS will use its best efforts to satisfy the request of a Member to preview programs before Member schedules its local broadcast.

**F. On-Air Materials.** Member agrees that all PBS Programs will be transmitted by the Member with the DVS Service, Closed Captioning Service and all other accompanying material, including the then-current CPB and PBS on-air funding acknowledgments, all other funder acknowledgments and the then-current PBS system cue.

**G. No Edits.** Member shall not make any deletions, alterations, edits, replacements or other changes (each an "Edit") in the visual and/or audio content of any PBS Program without prior written permission from PBS, it being agreed and understood that PBS may be responsible under its Production Agreements for first obtaining such permission from producers; provided, however, that permission need not be obtained to interrupt PBS Programs in the event of local or national emergency to cover such emergencies; and provided further, that where time will not permit contacting PBS, permission need not be obtained to make Edits in a PBS Program where Member in good faith believes such Edit is necessary to comply with any federal, state or local law, rule, regulation or ordinance. Member shall notify PBS of any such Edit within twenty-four (24) hours.



**H. Other Distribution.** PBS may at any time, and from time to time, make PBS Programs available for broadcast by Member by distribution of recordings in lieu of satellite interconnected distribution. In such instances, PBS will pay all delivery charges in connection with shipment of recorded programs; provided, however, that, if Member is part of a "bicycling" arrangement, PBS will pay delivery charges only to the first Member in the arrangement. After Member broadcast is completed, Member will return any program copy furnished by PBS to PBS or forward the same to another Member designated by PBS in the same condition as received by Member (ordinary wear and tear excepted).

**I. Other PBS Policies.** In addition to the foregoing, Member's use of PBS Programs distributed hereunder will remain subject to all applicable PBS policies as amended from time to time, including the *PBS National Program Funding Standards and Practices*, the *PBS Program Policies & Procedures*, and the *PBS Guidelines for On-Air Announcements Promoting Program-Related Goods and Services*, copies of which are available from PBS.

#### **4. Warranties and Indemnities**

**A.** PBS represents and warrants to Member that PBS has all of the rights necessary to grant the rights granted herein, that all of the rights, releases, clearances and/or licenses with respect to all materials and elements in, and all persons participating in, or performing services on, the PBS Programs have been secured by the program producers for duplication, distribution and non-commercial broadcast hereunder; that none of the rights granted hereunder will violate any copyright, trademark, literary, artistic, musical or any other rights (including, but not limited to, defamation or invasion of privacy of any person, firm or corporation), or require any payment by any Member for broadcast use except as contemplated hereby. Notwithstanding any other contrary provisions in the Production Agreement(s), Member acknowledges that non-profit producers of PBS Programs may not have licensed performing and/or synchronization rights for published nondramatic music or published pictorial, graphic and sculptural works granted public broadcasters by Section 118 of the Copyright Act of 1976 (17 U.S.C. Section 118).

**B.** To the extent permitted by law, PBS shall indemnify and hold Member harmless from and/or against any and all claims, damages, costs, liabilities and expenses including reasonable attorneys' fees, which may be suffered or incurred arising out of the exercise of the rights granted hereunder, or out of the subject matter contained in the PBS Programs or related materials licensed or provided by any PBS program producer or out of any breach of these terms and conditions or any of the foregoing warranties made by PBS. This obligation, and the foregoing representation and warranty, are only for the benefit of PBS Members in good standing.

C. Member represents and warrants that it will use the PBS Programs solely in accordance herewith. To the extent permitted by law, Member shall indemnify and hold PBS and its Members harmless from and/or against any and all claims, damages, costs, liabilities and expenses, including reasonable attorneys' fees, that may be suffered or incurred arising out of any breach of these terms and conditions or the foregoing warranty made by Member.

D. PBS and Member will promptly notify each other of any claim that may be subject to indemnification of which either has knowledge, and each will assist the other in defending against any such claim by a third party, if so requested.

## 5. *Termination*

A. *General.* It is agreed and understood that repeated or willful material violations of these terms and conditions, or failure to make timely payment to PBS of fees, assessments or other amounts due in respect of PBS Programs and services shall constitute "cause" for purposes of termination of PBS membership by the PBS Board of Directors in accordance with the By-Laws of PBS. If PBS membership is terminated for cause, Member shall immediately forfeit all rights to use PBS Programs and all of the other benefits of PBS membership.

B. *Right to Withhold Programs.* Compliance with these terms and conditions is an ongoing condition to receipt of PBS Programs. Breach of these terms and conditions may result in the breach of Production Agreements by PBS and may harm other PBS Members and the interests of public television generally. Accordingly, it is agreed and understood that any such breach may result in the withholding of PBS Programs or withdrawal of Program Rights by PBS in its discretion until such breach is cured to the reasonable satisfaction of PBS.

6. *Successors and Assigns; Assignment.* These terms and conditions shall be binding upon and inure to the benefit of PBS, Member, and their respective successors and assigns (including, without limitation, any successor to Member resulting from change in name or call letters); provided, however, that Program Rights may not be assigned to any third party without the prior written consent of PBS. No such assignment or purported assignment shall relieve the assignor of any liability hereunder.

7. *Recordkeeping.* Member shall keep full and complete books and records of the use of PBS Programs and shall make the same available to PBS for inspection upon request.

8. **Technical Standards.** PBS and Member shall each be responsible for employing and maintaining adequate television personnel and equipment to ensure the highest quality in broadcasts and rebroadcasts of PBS Programs. Member shall notify PBS immediately of any technical imperfections that may arise out of production errors, faulty recordings or interconnection deficiencies, so that such technical imperfections may be corrected by PBS and Member.

9. **Federal Regulation.** PBS and Member acknowledge that they are subject to all applicable laws, rules and regulations, including the Rules and Regulations of the Federal Communications Commission (FCC), which now are or may hereafter be in force and that these terms and conditions are therefore subject to such further obligations.

10. **Political Broadcasting.** PBS agrees to make reasonable efforts to notify Member of appearances on PBS Programs of legally qualified candidates for national office so as to assist Member in complying with its obligations to candidates under the Communications Act of 1934, as amended, and applicable FCC regulations, but PBS shall not under any circumstances be responsible for, or indemnify Member in connection with, any requests for "equal opportunities" or "reasonable access" by or on behalf of any candidate.

11. **Taxes.** Member shall pay and/or reimburse PBS for any and all taxes, levies, assessments or other charges imposed by any state or local authority arising out of the delivery, possession, use or arising out of any other connection with Member's broadcast of PBS Programs, regardless of the manner in which, or party against which, such charges are assessed or collected.

*Effective July 1, 1995*