

OPERATING RULES GOVERNING PUBLIC, EDUCATIONAL AND
LEASED ACCESS PROGRAMMING

I. Preamble

1.1 The rules and regulations set forth herein are adopted pursuant to the requirements of §76.256 (d) of the Rules and Regulations of the Federal Communications Commission (hereinafter "FCC") and govern the public, educational, and leased access programming transmitted on the cable television system owned and operated by SWEETWATER CABLE TELEVISION CO. (hereinafter "the cable operator") in the community(s) of Rock Springs, Wyoming

1.2 Except with the express authorization or permission of the FCC, state and local governmental authorities are precluded from prescribing rules other than those set forth herein concerning the number or manner of operation of access channels.

II. Definitions

2.1 Public Access Programming. Noncommercial cablecast programming presented by members of the public and transmitted on a first-come, nondiscriminatory basis on a specially designated public access channel, a shared access channel, or other bandwidth made available on the cable tele-

vision system, in accordance with the applicable requirements of FCC Rule §76.254.

2.2 Educational Access Programming. Noncommercial cablecast programming presented by any bona fide educational institution, organization, or authority and transmitted on a specially designated educational access channel, a shared access channel, or other bandwidth made available on the cable television system, in accordance with the applicable requirements of FCC Rule §76.254.

2.3 Leased Access Programming. Programming presented by members of the public and transmitted on a first-come, nondiscriminatory basis on a specially designated leased access channel, a shared access channel, or other bandwidth made available on the cable television system for leased access uses, in accordance with the applicable requirements of FCC Rule §76.254.

2.4 Access User. Any person, group, organization, or other entity which makes proper application for and presents public, educational or leased access programming on the cable television system.

2.5 Lottery. Any device, scheme, plan, promotion, contest or other program and/or presentation which involves, directly or indirectly, the elements of prize, chance, and consideration; or any such device, scheme, plan, promotion, contest or other program and/or presentation which

is, has been, or may be declared a lottery under applicable local, state or Federal law.

2.6 Lottery Information. Any advertisement of or information concerning any lottery, gift, enterprise, or similar scheme offering prizes dependent in whole or in part upon lot or chance, or any list of the prizes drawn or awarded by means of any such lottery, gift enterprise, or scheme, whether said list contains any part or all of such prizes. [Note: The determination of whether a particular access program comes within the definition of lottery information depends on the facts of each case. However, the FCC considers a program to come within the definition of lottery information if in connection with such a program a prize consisting of money or a thing of value is awarded to any person whose selection is dependent in whole or in part upon lot or chance, if as a condition of winning or competing for such prize, such winner or winners are required to furnish any money or thing of value or are required to have in their possession any product sold, manufactured, furnished or distributed by a sponsor of the access program in question.]

2.7 Obscene Matter. Obscene matter consists of any matter considered or defined as obscene by the FCC.

2.8 Indecent Matter. Indecent matter consists of any matter considered or defined as indecent by the FCC.

III. Applications

3.1 Applications for the presentation of public, educational and leased access programming on the cable television system shall be submitted in writing (in duplicate) on the form prescribed in Appendix A and shall include the following information:

- (a) Name, address, and telephone number of the individual, group, organization or entity requesting access and, if an organization, the names of the principal officers thereof;
- (b) Type of access program (i.e., public, educational or leased) and a description of program content;
- (c) The requested date(s) and hour(s) for presentation of the access program with, if possible, two alternative choices;
- (d) Length of access program;
- (e) The method by which the access program is to be presented, i.e., video tape, film, live, or other;
- (f) The production facilities and personnel of the Company which are requested in connection with the production and presentation of the public access program.

(Note: FCC rules require that production facilities be made available for use in the production of public access programming only.)

- (g) A statement that all appropriate arrangements, licenses or other clearances, including (but not limited to) copyright, have been obtained from broadcast stations, networks, music licensing organizations, performers' representatives, and, without limitation by the above, any and all other persons (natural or otherwise) as may be necessary for authorization to transmit its access programming over the facilities of the cable television system;
- (h) In the case of leased access programming, the identity of any sponsor or person (natural or otherwise) which had directly or indirectly paid or promised to pay the access user money or has directly or indirectly furnished or promised to furnish service or other valuable consideration in connection with the leased access programming.
- (i) A statement that the access user has read and understands the provisions of these operating rules and will comply therewith.
- (j) Such other and/or additional information that the cable operator deems necessary to perform properly its access responsibilities.

3.2 All requests for the presentation of access programming are to be submitted at least two weeks in advance of the requested program date.

3.3 At least one week in advance of the date on which the access program is scheduled to be carried, the applicant shall file with the cable operator an executed copy of the Agreement for Presentation of Access Programming (Appendix B hereto). Applicants for full time or long term lease of an access channel shall be required to execute a separate agreement for that purpose.

3.4 Whenever there is available channel time or bandwidth for which no prior requests have been made, the cable operator may waive the deadlines specified in paragraphs 3.2 and 3.3 above in order to accommodate requests for the presentation of access programs on less than two weeks' notice. In all cases, however, applicants must furnish the cable operator with an executed copy of the Agreement for Presentation of Access Programming, the initial payment, if any, and copyright clearances, if appropriate, prior to use of the cable television system's production facilities, or if the cable system's facilities are not to be used, at least one day prior to the scheduled program date.

IV. Allocation of Channel Time and Bandwidth

4.1 Subject to limitations of channel time and bandwidth availability, the cable operator shall endeavor to make available to each individual, organization, or entity the time period and date that is requested for carriage of his, her or its access program.

4.2 Notwithstanding the provisions of paragraph 4.1 above, the cable operator may impose reasonable limits on the total number of prime time and non-prime time hours that may be reserved by any single access user, whenever in the cable operator's judgment such limitations are necessary to assure the continued availability of access channel time and bandwidth for the largest possible number of access users (including part-time users).

V. Copyright

5.1 At least one week prior to the date on which the access program is to be carried, or in any event not later than the date upon which the executed copy of the Agreement for Presentation of Access Programming is furnished to the cable operator, applicant must furnish the cable operator with documentation that, where copyrighted material is to be included in the access program, clearance has been obtained:

- (a) Where music is included, applicant shall furnish the title, if any, of the music to be used, the name of the composer(s) and licensing agent for performance rights, and appropriate documents authorizing performance by the applicant.
- (b) For non-musical copyrighted material, applicant shall furnish the name of the author, the copyright owner, and appropriate documents authorizing the use of the material by the applicant on the access program.

VI. Program Content

6.1 In compliance with the rules and regulations of the FCC, presentation of the following material in public, educational or leased access programming is prohibited:

- (a) Obscene or indecent matter (See Sections 2.7 and 2.8 for definitions of obscene and indecent matter);
- (b) Lottery information (See Sections 2.5 and 2.6 for definitions of lottery and lottery information.) Note: FCC restrictions against the presentation of lottery information do not apply to advertisements or lists of prizes or information concerning a lottery conducted by a state acting under the authority of state law when such information is transmitted:
 - (1) on a cable system located in that state;
 - (2) on a cable system located in an adjacent state which also conducts such a lottery; or
 - (3) on a cable system located in another state which is integrated with a cable system described in (1) or (2) herein, if termination of the receipt of such transmission by the cable system in such other state would be technically infeasible;
- (c) With respect to public and educational access programming only, any advertising material designed to promote the sale of commercial products or services (including advertising by or on behalf of candidates for public office).

6.2 In those situations where an access program is not proscribed by paragraph 6.1 (a) above, but, in the opinion of the cable operator, might prove objectionable to some cable subscribers, the cable operator reserves the right, after an appropriate cautionary statement, to require that such program be cablecast at hours that would tend to minimize its exposure to those cable subscribers or, where applicable, to children.

6.3 The cable operator shall not censor or exercise any control over the content of public, educational and leased access programming. However, this limitation shall not prevent the cable operator from taking appropriate steps to insure compliance with the operating rules set forth herein.

6.4 Notwithstanding the provisions of paragraph 6.3 above, all access users shall permit the cable operator to preview the access programs they wish to present on the cable system so that a determination can be made as to whether the access program or any part thereof is proscribed by paragraph 6.1 above. The cable operator's determination as to whether any or all of the material is proscribed by paragraph 6.1 above shall be final.

6.5 If the cable operator determines that any access program, or any part thereof, is proscribed by paragraph 6.1 above, the cable operator shall give the access user an

opportunity to revise the access program so as to delete the objectionable material. If the access user refuses to delete the objectionable material, the cable operator may refuse to allow the cablecast of the access program on the cable system.

VII. Sponsorship Identification (Applicable only to Leased Access Programming).

7.1 When any leased access user presents any matter for which money, services, or other valuable consideration is either directly or indirectly paid or promised to or charged or received by such access user, the leased access user shall comply with the sponsorship identification requirements of §76.221 of the FCC's rules, a copy of which is attached hereto as Appendix C and made a part hereof. (Note: As indicated in paragraph 6.1 (c) above, advertising material designed to promote the sale of commercial products or services is prohibited in public and educational access programming.)

7.2 When any leased access user engages in the production of any political cablecast matter involving the discussion of controversial issues of public importance for which any film, record, transcription, talent, script, or other material or service of any kind is furnished, either directly or indirectly, as an inducement for cablecasting such matter, the leased access user shall comply with the announcement requirements of §76.221 of the Commission's rules,

a copy of which is attached hereto as Appendix C and made a part hereof, and shall furnish the cable operator with the lists described in FCC Rule §76.221 (d).

VIII. Production Facilities

8.1 The cable operator shall make available during ^{Monday thru Friday} the hours of 8:00 a.m.-5:00 p.m. the following facilities and equipment (in good repair) for use in the production of public access programming:

1 camera(s) (black and white)

1 video tape recorders

Appropriate adaptors to connect to an editing/playback video tape deck and to a modulator

Use of a film chain

Basic lighting and set

If necessary, due to the demand for the use of such production facilities and equipment, the cable television operator may impose a time limit on the use of the facilities and equipment.

8.2 Production facilities are not generally provided for use in the production of educational and leased access programming. When production facilities provided for public access programming are not in use, however, the cable operator, upon request, may agree to make such facilities available for educational and leased access programming. Any scheduled use of production facilities for educational and leased access programming is at all times, prior to commencement of such use, subject to possible displacement by a producer of public access programming.

8.3 The cable operator's studio and production facilities shall be used only for the purpose of live cable-casting or making a videotape of an access program to be carried on the cable operator's cable system and shall be subject to such operating rules and direction as the cable operator may provide.

8.4 In light of the uncertain quality of equipment available for cable television program origination, the cable operator makes no warranty as to the quality of any videotape produced using the equipment offered herein. The cable operator's sole obligation shall be limited to that situation where it determines, and its determination shall be final, that a videotape of a program produced pursuant hereto is for all practical purposes completely unsuitable for transmission over its cable system, in which event it will refund any sums paid to it for production of that videotape.

8.5 No minor under 21 years of age (18 if contractually liable in this jurisdiction) shall be permitted to use the cable operator's facilities unless accompanied by an adult who shall assume all legal responsibilities for the program and the actions of the minor and shall be responsible for obtaining all authorizations required for use of the cable operator's equipment and the system bandwidth.

8.6 Live audiences will not be permitted in the cable operator's studio.

8.7 Programs not produced on videotape at the cable operator's studios normally shall be delivered to the cable operator on film or videotape at least two (2) days, but in any event not less than one (1) day, prior to the date on which the program is to be carried and shall meet the following technical specifications:

- (a) Film:
- (b) Slides:
- (c) Video Tape:
- (d) Audio:
- (e) Graphics:

In addition, the cable operator reserves the right to reject all programming (and associated devices and equipment, if any, intended for use in connection with the presentation of such programming via the cable operator's system) not produced on videotape at the cable operator's studio, the use of which could, in the cable operator's opinion, be harmful to the technical integrity of the cable system. The cable operator's opinion as to harm shall be final.

IX. Assessment of Costs

9.1 There shall be no charge for use of channel time and bandwidth in connection with public access programming; provided, however, that should the cable operator designate more than one channel for public access use, only one such channel need be made available without charge.

9.2 There shall be no charge for use of channel time and bandwidth in connection with educational access programming for a period of at least five years after the cable

operator first offers channel time for such purposes. In the event that the cable operator designates more than one channel for educational access use, the cable operator shall make at least one such channel available without charge during this five-year period.

9.3 No charge shall be made for production costs incurred in live public access programs not exceeding five minutes in length.

9.4 The rates for use of the cable operator's equipment and facilities (including personnel) for the production of public and educational access programs are contained in Appendix D. The rates set forth in Appendix D are consistent with the Commission's goal of affording the public a low-cost means of cable television access. The rates for leased access production equipment and channel time are set forth in Attachment E.

9.5 For the use of the cable operator's studio and production facilities and the assistance of its personnel, an initial payment in an amount equal to the estimated personnel equipment and/or time charged based upon the rates specified in Appendix D for the length of the program to be presented is to be made by cash, check or money order upon the submission of an executed Agreement for the Presentation of Access Programming to the cable operator and, in any event, prior to the use of the cable operator's production facilities. The cable operator will compute the actual charge

and notify the individual or organization which contracted for the facilities as to the amount of the charge within 10 days after the program is taped. If the amount of the initial payment is more than the amount of the charge, refund of the difference shall accompany the notice. Any additional charge shall be immediately due and payable upon receipt of such notification. In the event of use on a continuing basis, billing and payment shall be monthly. Failure to pay appropriate charges when the same are due shall be grounds for refusal by the cable operator to make available further use by applicant of production facilities and channel time.

9.6 Where an access program, or any part thereof, is deleted because it contains material proscribed by paragraph 6.1 herein, the access user shall forfeit any fees paid for use of studio and production facilities.

X. Public Inspection of Records

10.1 The cable operator will maintain a complete record of the names and addresses of all persons, groups, organizations or entities requesting access time. These records will be available for public inspection during regular business hours at the cable operator's office. All records of requests for access time will be retained for a period of at least two years.

10.2 Access time and use of the cable operator's studio and production facilities shall not be made available

APPLICATION FOR PRESENTATION
OF PUBLIC, EDUCATIONAL
AND/OR
LEASED ACCESS PROGRAMMING
ON CABLE TELEVISION SYSTEM

NAME: _____

ADDRESS: _____

PHONE: _____ AGE: _____

NAME AND ADDRESS OF ORGANIZATION, IF ANY: _____

NAME, ADDRESS AND PHONE NO. OF PRESIDENT OR SPONSOR OF
ORGANIZATION: _____

REQUESTED DATE AND TIME FOR PRESENTATION OF ACCESS PRO-
GRAMMING: _____

SECOND CHOICE: _____

THIRD CHOICE: _____

PROGRAM TITLE: _____ LENGTH: _____

GENERAL PURPOSE OF PROGRAM: _____

GENERAL PROGRAM FORMAT (DISCUSSION, MUSICAL, DEMONSTRA-
TION, ETC: _____

ESTIMATED PRODUCTION TIME TO BE USED: _____

METHOD BY WHICH PROGRAM IS TO BE PRESENTED (LIVE, TAPE,
FILM, ETC.): _____

DESCRIPTION OF PRODUCTION FACILITIES REQUESTED: _____

IS THERE ANY ADDITIONAL INFORMATION THAT WOULD BE HELPFUL? _____

Applicant's signature

Title

Date

* * * * * DO NOT WRITE BELOW THIS LINE * * * * *

(TO BE FILLED OUT BY REPRESENTATIVE OF CABLE OPERATOR)

PRODUCTION CHARGE (PAID IN FULL): \$ _____

BALANCE DUE DATE: _____

CHECK OR MONEY ORDER NUMBER: _____

REFUND DUE: \$ _____

ACTUAL PRODUCTION TIME USED: _____

RECEIVED BY: _____
(CABLE OPERATOR REPRESENTATIVE)

PAID BY: X _____
(APPLICANT)

APPENDIX B

AGREEMENT FOR THE PRESENTATION
OF ACCESS PROGRAMMING ON CABLE
TELEVISION SYSTEM

WHEREAS, _____, (hereinafter "the Company") has made available certain channel time and/or bandwidth on its cable television system(s) in _____ to the public for the presentation of public, educational and leased access programming pursuant to the rules of the Federal Communications Commission; and

WHEREAS, _____, (hereinafter "Applicant") desires to present access programming on the cable system of the Company;

NOW, THEREFORE, in consideration of the above, Applicant, and his, hers or its successors and assigns, hereby agrees to the following as of this ____ day of _____, 19__:

1. Applicant has read the Operating Rules of the Company and the Company's Rate Schedule and agrees to abide by all provisions contained therein. The Company's Operating Rules and Rate Schedule are hereby specifically incorporated by reference and made a part of this Agreement as though they were set forth herein in their entirety.

2. Applicant agrees that all payments under the Company's Rate Schedule shall be either by cash, check, or money order and that all initial payments for use of channel

time and/or studio and production facilities are due and payable upon the submission of an executed copy of the this Agreement to the Company. Applicant agrees to assume complete financial responsibility for its utilization of the Company's facilities.

3. Applicant warrants that it has all necessary rights and clearances to transmit over the Company's facilities all of Applicant's program material without any liability of any nature accruing to the Company.

4. Applicant warrants that its access programming presented on the cable television system shall not include the following proscribed material:

(a) Any obscene or indecent matter. (See Sections 2.7 and 2.8 of the Operating Rules for definitions);

(b) Any advertisement of or information concerning any lottery, gift enterprise or similar scheme, offering prizes dependent in whole or in part upon lot or chance, or any list of the prizes drawn or awarded by means of any such lottery, gift enterprise or scheme, whether said list contains any part or all of such prizes. Provided, however, that this prohibition shall not apply to advertisements or lists of prizes or information concerning a lottery conducted by a State acting under the authority of State law when such information is transmitted under the circumstances described in Section 6.1 of the Operating Rules.

(c) With respect to public and educational access programming only, any advertising material designed to promote the sale of commercial products or services (including advertising by or on behalf of candidates for public office).

5. With respect to leased access programming, if applicable, Applicant agrees to announce, in accordance with Sections 7.1 and 7.2 of the Operating Rules, the identity of any sponsor or person (natural or otherwise) which has directly or indirectly paid or promised to pay the Applicant money or has directly or indirectly furnished or promised to furnish services or other valuable consideration in connection with the access program.

6. Applicant agrees to submit its program material to the Company for the Company's review at least two days, but in any event not less than one day, prior to the actual transmission and/or dissemination over Company's system. The Company, in this instance, is authorized to delete any audio or video portions of the material to be transmitted which are proscribed by Section 6.1 of the Company's Operating Rules. In the event that a program, or any portion thereof, is deleted because it contains proscribed material, Applicant understands that any prepaid rates for use of audio and production facilities will be forfeited.

7. Applicant assumes all responsibility as producer and/or originator of any of Applicant's programming carried on

Company's system. Applicant agrees to indemnify the Company, any other cable television system over which Applicant's material is transmitted and/or disseminated, the Company's officers, directors, employees, and/or those of any other cable television system over which Applicant's material is transmitted and/or disseminated, and further agrees to hold the aforesaid harmless from any liability, loss, or damage, including reasonable attorney's fees, caused by or arising out of any material supplied by Applicant in connection with its utilization of the Company's bandwidth and/or studio and production facilities.

8. Without limiting the generality of the foregoing, Applicant further agrees to indemnify and save the Company, any other cable television system over which Applicant's material is transmitted, and/or their respective officers, directors, and employees harmless from any and all claims, damages, costs, and liability of any nature whatsoever, including counsel fees, which may be imposed by reason of any claim that any material transmitted and/or disseminated by Applicant violates or infringes upon the rights, trade names, trademarks, copyrights, patents, literary or dramatic rights or rights of privacy of any other owner, licensor, copyright holder or any writer, composer or other person, corporation, partnership, or entity, or that said material constitutes libel or slander.

9. Applicant agrees to defend all actions to which any prior indemnity applies and to conduct the defense thereof at its expense and by its own counsel. The Company shall have the right to participate in such defense at Applicant's expense and by its own counsel, and Applicant agrees that it will cause its counsel to cooperate with the Company in such instances.

10. Applicant, individually and, if applicable, on behalf of all members of the organization of which Applicant is a member, hereby releases the Company, its successors and assigns, from any legal action, claims, and demands whatsoever which the Applicant or its organization ever had, has and may have, including, without limiting the generality of the foregoing, any claim which may arise against the Company as a result of Applicant's or, if applicable, Applicant's organization's presentation of access programming on the Company's cable system, or the production of any material for said presentation, or any mistakes, omissions, interruptions, delays, errors, or defects in the Company's transmission of Applicant's access presentation.

11. Applicant agrees to comply with the technical specifications set forth in Section 8.7 of the Operating Rules for access program material submitted by Applicant to Company for transmission over the Company's cable system.



[185:217] §76.217 [Deleted]

NOTE: Section, "advertising," deleted by order in Docket No. 19988, effective January 20, 1975, 39 FR 43302. For Report see 32 RR 2d 123.

[185:221] §76.221 Sponsorship identification; list retention; related requirements. - (a) When a cable television system engaged in origination cablecasting presents any matter for which money, service, or other valuable consideration is either directly or indirectly paid or promised to, or charged or accepted by such system, the system, at the time of the cablecast, shall announce (i) that such matter is sponsored, paid for, or furnished, either in whole or in part, and (ii) by whom or on whose behalf such consideration was supplied: provided, however, that "service or other valuable consideration" shall not include any service or property furnished either without or at a nominal charge for use on, or in connection with, a cablecast unless it is so furnished in consideration for an identification of any person, product, service, trademark, or brand name beyond an identification reasonably related to the use of such service or property on the cablecast.

(1) For the purposes of this section, the term "sponsored" shall be deemed to have the same meaning as "paid for."

(b) Each system engaged in origination cablecasting shall exercise reasonable diligence to obtain from its employees, and from other persons with whom it deals directly in connection with any matter for cablecasting, information to enable such system to make the announcement required by this section.

(c) In the case of any political origination cablecast matter or any origination cablecast matter involving the discussion of public controversial issues for which any film, record, transcription, talent, script, or other material or service of any kind is furnished, either directly or indirectly, to a system as an inducement for cablecasting such matter, an announcement shall be made both at the beginning and conclusion of such cablecast on which such material or service is used that such film, record, transcription, talent, script, or other material or service has been furnished to such system in connection with the transmission of such cablecast matter: provided, however, that in the case of any cablecast of 5 minutes' duration or less, only one such announcement need be made either at the beginning or conclusion of the cablecast.

(d) The announcement required by this section shall, in addition to stating the fact that the origination cablecasting matter was sponsored, paid for or furnished, fully and fairly disclose the true identity of the person or persons, or corporation, committee, association or other unincorporated group, or other entity by whom or on whose behalf such payment is made or promised, or from whom or on whose behalf such services or other valuable consideration is received, or by whom the material or services referred to in paragraph (c) of this section are furnished. Where an agent or other person or entity contracts or otherwise makes arrangements with a system on behalf of another, and such fact is known or by the exercise of reasonable diligence, as specified in paragraph (b) of this section, could be known to the system, the announcement shall disclose the identity of the person or persons



or entity on whose behalf such agent is acting instead of the name of such agent. Where the origination cablecasting material is political matter or matter involving the discussion of a controversial issue of public importance and a corporation, committee, association or other unincorporated group, or other entity is paying for or furnishing the matter, the system shall, in addition to making the announcement required by this section, require that a list of the chief executive officers or members of the executive committee or of the board of directors of the corporation, committee, association or other unincorporated group, or other entity shall be made available for public inspection at the local office of the system. Such lists shall be kept and made available for a period of two years.

(e) In the case of origination cablecast matter advertising commercial products or services, an announcement stating the sponsor's corporate or trade name, or the name of the sponsor's product, when it is clear that the mention of the name of the product constitutes a sponsorship identification, shall be deemed sufficient for the purposes of this section and only one such announcement need be made at any time during the course of the cablecast.

(f) The announcement otherwise required by this section is waived with respect to the origination cablecast of "want ad" or classified advertisements sponsored by an individual. The waiver granted in this paragraph shall not extend to a classified advertisement or want ad sponsorship by any form of business enterprise, corporate or otherwise. Whenever sponsorship announcements are omitted pursuant to this paragraph, the system shall observe the following conditions:

(1) Maintain a list showing the name, address, and (where available) the telephone number of each advertiser;

(2) Make this list available to members of the public who have a legitimate interest in obtaining the information contained in the list.

(g) The announcements required by this section are waived with respect to feature motion picture film produced initially and primarily for theatre exhibition.

NOTE: The waiver heretofore granted by the Commission in its Report and Order, adopted November 16, 1960 (FCC 60-1369; 40 FCC 95), continues to apply to programs filmed or recorded on or before June 20, 1963, when §73.654(e), the predecessor television rule, went into effect.

(h) Commission interpretations in connection with the provisions of the sponsorship identification rules for the broadcasting services are contained in the Commission's Public Notice, entitled "Applicability of Sponsorship Identification Rules," dated May 6, 1963 (40 FCC 141), as modified by Public Notice, dated April 21, 1975 (FCC 75-418) [RR Current Service, §53:2051]. Further interpretations are printed in full in various volumes of the Federal Communications Commission Reports. The interpretations made for the broadcasting services are equally applicable to origination cablecasting.

to any access user who refuses to have his, her, or its identity and address maintained in the records and available for public inspection as required by this section and the Rules and Regulations of the FCC.

10.3 Persons requesting public inspection of access records shall identify themselves by name and address in order to assure the cable operator's control of such records.

XI. Miscellaneous

11.1 The cable operator shall be the final authority as to whether a program is classified as public, educational or leased access.

11.2 The cable operator may require access users to provide it with any information needed to enable it to comply with all applicable rules and regulations of the Federal Communications Commission.

11.3 Failure to comply with these operating rules shall subject the access user to denial or cancellation of a related reservation of channel time on the cable system.

11.4 Repeated violations (three or more times) of the program content proscriptions contained in paragraph 6.1 herein may result in refusal of further access, except on a prerecorded basis.

11.5 In order to further the access policies of the Federal Communications Commission, the cable operator may waive, at its option and to the extent permitted by the rules of the Federal Communications Commission, any of the operating rules contained herein.