

KTOP Cable Channel 10  
Office of the City Manager

City of Oakland

## PRODUCTION AGREEMENT

1. This Agreement, between NAME (hereinafter referred to as Client/Host/ Producer/ or Executive Producer) and KTOP/ Cable Channel 10, the City of Oakland's cable television station (hereinafter referred to as KTOP) is for the production of TITLE (hereinafter referred to as Program) a \_\_\_\_\_ - minute program created/not created for airing on KTOP.
2. The dates of this contract begin on BEGIN and continue through END, inclusive.
3. Client/Host/Producer agrees to be responsible for: establishing and confirming production dates with KTOP Station Manager or delegated representative (hereinafter referred to as Station Manager); developing guest(s) list and delivering to Station Manager three (3) weeks in advance of scheduled production date; determining and executing pre-production needs for Program, such as but not limited to - pre-screening guests; informing guests of topics and expectations; timely transportation arrangements for host and guest(s) to and from shooting location; identifying and arranging accommodations for any special needs of guest(s) (i.e. accessibility; time constraints, etc.); participating as on-air host for the Program (or securing on-air host); and publicity needs outside of standard publicity KTOP provides for all programs airing on KTOP.
4. KTOP agrees to provide production facilities, equipment, and staff for the production of the Program. The Station Manager will be KTOP's contact person for the Host/Producer /Executive Producer. The Station Manager will work with or will assign a Director to work with the Host/ Producer in the Creative design of the program. Director shall have final authority in creative matters pertaining to Program. All production facilities, equipment, and staff assignments for the production of the Program are at the sole discretion of the Station Manager.
5. The Client/Host/Producer/ or Executive Producer may not commit KTOP facilities, equipment and/or staff for this or any other Program without prior permission of the Station Manager, doing so is grounds for immediate discontinuation of the Program production and terminates this Agreement.

6. Program is guaranteed one (1) air date to be determined by the Station Manager. KTOP reserves the right to unlimited repeats of Program at discretion of the Station Manager. Best efforts will be made by the Station Manager to establish a regular airing time for Program; however, Program may be rescheduled or canceled without prior notice to Client/Host/ Producer/ or Executive Producer.

7. Client/Host/Producer/ or Executive Producer agrees to abide by the KTOP Mission Statement and program priorities (Attachment A). Failure to comply with these policies may result in the immediate cancellation of Program.

8. Client/Host/Producer/ or Executive Producer understands and agrees that he/she works on Program on a voluntary basis and without compensation. Host further understands that he/she is ineligible for financials remuneration from KTOP, the City of Oakland, or other third parties for the production of this program under this Agreement.

9. KTOP holds all rights to Program. KTOP may grant Host use of Program for non-commercial purposes or to seek non-KTOP employment. Host may not commit Program for any other use, public or private, without the express written consent of KTOP & City of Oakland. The uses include but are not limited to broadcast, exhibition, duplication, cablecast, and conversion to other media forms currently in existence or developed in the future.

10. In the case of a dispute, Host will submit to Station Manager a written complaint, detailing disputed issues, and requesting specific actions to remedy the situation. Station Manager will interview all parties concerned, either alone or together, hold a meeting between all parties to resolve the situation, and have all parties sign a resolution agreement detailing how parties will work in the future in the continued production of Program. If any party is dissatisfied with outcome at Station Manager level they have the right to appeal to a representative of the City Manager's Office. After submitting a written request to the City Manager's Office, the City Manager's Assistant will review the situation; interview parties involved in the dispute as needed, and render a written decision. All parties agree that the City Manager's Office is the final arbitrator of any disputes relating to Program and that the decision of the arbitrator is binding.

11. Client/Host/Producer/ or Executive Producer or KTOP may terminate this agreement, for any reason, with two weeks notice.

12. Client/Host/Producer/ or Executive Producer agrees to indemnify and hold harmless KTOP, the City of Oakland, its elected officials, agents, and employees from any and all claims which may arise from the broadcast of this Program, including and without limitation claims of copyright infringement, invasion of privacy, libel and slander, or for the breach of any warranty made by Client/Host/Producer/ or Executive Producer herein; and for expenses, including reasonable attorney's fees which may be incurred as the result of any such claims. Client/Host/Producer/ or Executive Producer acknowledges that she/he has the right to enter into this Agreement and has read and understands the conditions and terms set forth in this Agreement and the attached KTOP Mission and program priorities (Attachment A).

Name  
Client/Host/Producer/ or  
Executive Producer, TITLE

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Date

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Telephone

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Fax

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Email or Cell Phone

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Ashley James, Station Manager  
KTOP Cable Channel 10 Office of the City Manager 250 Frank Ogawa  
Plaza, Suite 5354 Oakland, CA 94612 238-1368