



## **Community Access Policies and Procedures** Amended 4/18/2018

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### **I. INTRODUCTION**

#### **A. Background**

**Our mission is to empower the local community, through media education and technology, to become civically engaged, express ideas, and advocate for causes.**

High Five Access Media (HFAM) is a nonprofit, noncommercial, grassroots community organization that operates the Public, Educational and Governmental (PEG) access television station, Channel 5 on the Comcast cable system. We provide residents, students and nonprofits access to video production training, video production equipment and the ability to express themselves on Comcast Channel 5 and the internet, all for free, provided their content is noncommercial.

HFAM offers basic media education workshops focused on field productions, as well as editing skills. Once a workshop is completed, members may check out field equipment, including cameras, microphones and lights, or reserve the television studio or computer video editing stations.

#### **B. PEG history**

The Federal Communications Commission (FCC) first mandated in 1972 that the 100 largest cable systems must provide channels for public, educational and governmental (PEG) access in return for running their cables in public rights of way to earn a profit. The mandate later spread to all cable systems. Communities choose to support public access both philosophically and monetarily through franchise agreements with cable operators. The Cable Communications Act of 1984 solidified public access stations by allowing cities and towns to require cable operators to fund these stations.

#### **C. Funding**

HFAM is primarily funded by franchise fees provided to the towns of Vail and Avon, which hold franchise agreements with Comcast. These agreements

allow the cable operator to distribute their programming on cables in public-owned rights of way and make a profit. In return for using these rights of way, Comcast pays the towns a portion of their profits to the towns, which approve funding for HFAM. The franchise agreements may be found on the [Vail](#) and [Avon](#) websites. We also receive funding through grants, donations, underwriting, and production services.

#### **D. Organization**

HFAM is overseen by a board of volunteer community representatives, three of whom are designated one each from the towns of Vail, Avon, and Minturn. Day-to-day operations are handled by the executive director and staff.

#### **E. Summary**

These Policies and Procedures outline how HFAM operates access to community resources. Here are a few important concepts:

- Membership is available to students, residents, employees, nonprofits and government representatives in Eagle County. There is a nominal fee for residents who live outside Vail and Avon, and for all nonprofits. See section II.
- HFAM's media-making equipment may only be used in the production of noncommercial content. See section V.B.1.
- All content created in whole or part using HFAM equipment and/or facilities must be intended for, and submitted for, playout on Channel 5 and the HFAM website and must include a credit that clearly states the production was created using HFAM facilities or equipment. See Section IV.
- HFAM does not censor content submitted for playout on Channel 5. Members bear all responsibility for the content they submit. See Section V.B.

#### **F. User Standards of Conduct**

As a HFAM user, you agree to each item on the following list of user responsibilities.

- Take full responsibility for the content of any programming that you distribute on cable channels
- Take full responsibility for your production, including the behavior of your crew and guests
- Comply with these Policies and Procedures
- Treat HFAM equipment and facilities with respect and care, both inside and outside of the HFAM facility

- Use HFAM equipment and facilities only in support of productions you intend to distribute on HFAM channels
- Respect the rights of others to use HFAM resources
- Make and cancel reservations in a timely manner
- Treat HFAM staff with courtesy
- Maintain up-to-date contact information
- Eating and drinking is permitted in the conference area, but is prohibited in other areas
- Smoking tobacco, marijuana or other substances by any method is not allowed within the access center
- HFAM has three designated (marked unit 203) parking spaces, two directly outside our door, and one against the retaining wall. Additional parking is available in the breezeway and front of building
- Community producers may not identify themselves as employees of HFAM

Failure to comply with any of the above identified responsibilities, or any other responsibility identified in these Policies and Procedures may result in sanctions, termination of membership or other actions permitted by law.

#### G. Harassment

Harassment refers to behavior that is personally offensive and interferes with the work effectiveness of employees or volunteers. Such harassment may include, but is not limited to: unsolicited remarks, gestures, physical contact, display or circulation of written materials or pictures, and verbal abuse or insults.

One specific form of harassment that HFAM will not tolerate is sexual harassment. Sexual harassment includes sexual advances, requests for sexual favors, and other verbal or physical conduct that is both sexual and offensive in nature.

If an employee or volunteer believes that s/he has been subjected to harassment, they should make it clear that such behavior is offensive. Further, HFAM encourages and expects anyone subjected to harassment (or anyone who believes that another has been subjected to harassment) to report the matter promptly to the Executive Director or Board President.

Any report of harassment will be investigated by interviewing appropriate witnesses. If it is found that harassment has taken place, corrective action will be taken to stop the harassment, and any person who engaged in the harassment shall be appropriately disciplined.

After the investigation is concluded and the outcome determined, a reporting or accused employee who is dissatisfied with the outcome may

then avail his or herself of HFAM by appealing in writing to the Board of Directors.

Any person making a report of harassment in good faith shall not be subjected to retaliation or reprisal because of the report.

## **II. ELIGIBILITY**

### **A. Eligibility Requirements**

Use of HFAM facilities, services, equipment, and video submission is available to all Eagle County residents, employees, students, volunteers and government representatives age 18 and older. Youths ages 14 to 17 may participate with written parental permission.

Membership is required to participate in workshops, check out equipment, reserve facilities, and submit programming. Proof of residency may be required to participate and become a member. P.O. boxes are not proof of residency. Proof of employment is required for Eagle County employees who do not reside within the county.

Annual membership is free to Avon and Vail residents and \$25 for Eagle County residents not living in Avon or Vail. Membership for Eagle County nonprofits is \$50 each year and may be used by up to three employees.

Use of HFAM equipment and facilities may require training and certification.

### **B. Nondiscrimination**

No individual or group within the Eagle County will be denied access to training, cablecast on Channel 5 or webcast on the basis of race, sex, age, physical disability, religious or political belief or sexual orientation, gender identity and expression, marital status, status with regard to public assistance, or military status.

## **III. USE OF EQUIPMENT AND FACILITIES**

### **A. Orientation**

Potential participants must attend an orientation designed to familiarize them with these Policies and Procedures, HFAM facilities and community access media.

Orientations are scheduled at least once a month. Following orientation, residents may become members by completing a membership form and providing adequate proof of Eagle County residency or employment.

### **B. Training and Certification**

We understand people want to get started as soon as possible, but HFAM staff must first ensure residents know how to properly handle and operate HFAM equipment. This is done through a certification process.

Members may register for a basic camera or editing workshop, which are scheduled monthly on a first-come, first-serve basis.

Members with video experience may choose to test out of the workshops by passing a proficiency exam. If you fail, you must take the certification workshop. No retakes.

Once a member is certified as a community producer, they may check out HFAM equipment and facilities on a first-come, first-serve basis.

Minors between the ages of 14 and 17 may attend all workshops and become certified community producers with permission from a parent or guardian.

In addition to the aforementioned workshops, HFAM may provide preproduction planning, advanced instruction and additional instruction as needed.

### **C. Equipment User Responsibilities**

By signing the Membership Form, members agree to abide by these Policies and Procedures and assume financial responsibility for the loss, theft or damage of equipment beyond normal wear and tear. A space is provided on the membership form for a credit card number, which will be charged in the event of loss, theft or damage.

Community producers and the parent or guardian of a minor producer shall be responsible for the proper care, use, treatment, protection and prompt return of HFAM equipment and facilities while signed out.

Unless otherwise authorized by staff, no one shall disassemble, repair or tamper with any HFAM facilities or equipment.

After a community producer's use of facilities or equipment, that producer shall assure that the facilities and equipment are clean, neat and available for a subsequent producer to use.

Before checking out and upon returning any HFAM equipment, a producer must demonstrate to staff that the equipment is in satisfactory condition. Staff will endeavor to maintain facilities in a ready and functional status and to assist community producers as requested.

Smoking of tobacco or other substances, as well as use, possession or distribution of any controlled substance, illegal drug or alcoholic beverage on

HFAM premises or at HFAM sponsored events is not allowed. Alcohol may be permitted at certain organizational events with prior consent from Board of Directors President.

#### **D. Available Equipment**

HFAM maintains and continually updates and upgrades equipment to offer the community state-of-the-art equipment. Different levels of certification may be required for equipment and facility reservation. In general, the equipment falls into several categories and subcategories:

##### **Studio and Studio Booth Equipment**

- Cameras
- Switcher
- Audio Mixer
- Teleprompter
- Lighting
- Sets
- Associated Gear and Cabling

##### **Field Equipment**

- Cameras
- Tripods
- Microphones
- Lights
- Associated Gear and Cabling

##### **Edit Facilities**

- Computer Editing Station(s)
- Editing Software
- External Storage
- Associated Software

#### **E. Equipment Reservation and Cancellation Procedures**

Members must be certified as community producers to use equipment within each category, including field, studio and editing. Equipment and facilities are available on a first-come, first-serve basis and must be reserved one week in advance of anticipated use. Field equipment may be reserved for a period not to exceed 72 hours. Studio equipment may be reserved for up to four hours. Editing facilities may be reserved for up to eight hours.

Community producers who arrive more than 15 minutes late for their scheduled reservation risk losing the time slot. Reservations must be canceled 24 hours before scheduled time. Community producers who are chronically late, return equipment late or fail to cancel may have their privileges suspended.

Walk-in reservations may be possible, but HFAM cannot guarantee these reservations.

Facilities and equipment may be reserved by phone, in person or by emailing [info@highfivemedia.org](mailto:info@highfivemedia.org). When making a reservation the producer shall provide the project title for which the equipment reservation is being made.

An Equipment Checkout Form must be completed by the producer before leaving the access center. Reservation forms for HFAM facilities will be available for public inspection.

Once reserved, facilities and equipment may not be used or operated by people not certified by HFAM to use the equipment.

#### **F. Check-in and Check-Out Procedures**

Community producers must indicate on the Equipment Checkout Form the items they intend to check out and the duration they intend to reserve the equipment. By signing the form, community producers attest that the equipment is in working order upon checkout and agree to pay upon return for any loss, theft or damage beyond normal wear and tear with the credit card number provided on the Membership Form. The Equipment Checkout Form must be initialed by HFAM staff at checkout and return.

#### **G. Equipment/Facilities Use by Minors**

Equipment and facilities may be used by certified Eagle County youth between the ages of 14 and 17 with permission from a parent or guardian, who is ultimately responsible for equipment.

#### **H. Getting Paid for Your Work**

HFAM exists for not-for-profit creation and cablecast and web distribution of noncommercial content. HFAM does not charge for noncommercial equipment rental or channel time. Any community producer found to be charging for production services, equipment or program distribution will be restricted from HFAM equipment, facilities and services.

#### **I. Commercial Content**

HFAM equipment and facilities may not be used for production of commercial content, either in whole or part. Members found to have used equipment or facilities for commercial content will be charged commercial rental fees.

### **IV. PROGRAM OWNERSHIP AND DISTRIBUTION**

#### **A. Content Rights and Responsibilities**

Programs remain property of the community producer, but HFAM reserves the right to cablecast your program at any time and use portions of your program to promote HFAM. We require a clear credit of at least 15 seconds following your program that reads “Produced through High Five Access Media, Avon, Colorado and year produced” with our logo. Include the word “copyright” followed by your name and the year to clarify ownership.

HFAM strongly encourages community producers to license their works with Creative Commons. Creative Commons “is a nonprofit corporation dedicated to making it easier for people to share and build upon the work of others, consistent with the rules of copyright. We provide free licenses and other legal tools to mark creative work with the freedom the creator wants it to carry, so others can share, remix, use commercially, or any combination thereof.” For more information, visit [www.creativecommons.org](http://www.creativecommons.org).

### **B. First Presentation Requirement**

HFAM facilities may be used only for production of noncommercial projects to be cablecast initially on Channel 5 and distributed on its website.

### **C. Subsequent Distribution**

Segments or pieces produced through HFAM for promotional purposes may be distributed to other outlets before cablecast as long as proper credit is given to HFAM as outlined in this document. The community producer has the right to use their project for any purpose after it has cablecast on Channel 5 and distributed on its website.

## **V. CABLECAST ON ACCESS CHANNELS**

### **A. Description of Available Channels**

Community-produced programs may be cablecast locally on cable Channel 5 and webcast on Live on Five and available on demand at [highfivemedia.org](http://highfivemedia.org).

### **B. Restricted Content**

Programs shown on Channel 5 and its website do not necessarily reflect the views of HFAM, the towns of Avon and Vail, Comcast or other organizations affiliated with HFAM.

Video submitted to HFAM may be subject to restrictions. HFAM does not prescreen video. It is the responsibility of the member submitting the content for playout to inform HFAM if the video contains restricted content as defined below.

#### **1. Commercial Content**



Commercial content is not allowed on Channel 5. Programs produced in whole or part using HFAM equipment or facilities may not include commercial content. If you are unsure whether your program contains commercial content, please ask.

HFAM defines commercial content as any content, in whole or part, which depicts, demonstrates or discusses products, services or businesses with the intent or substantial effect of monetarily benefiting an individual, organization, agency or business.

A call to action is any audio, text or video that encourages the viewer to take action to purchase a product or service or to visit a specific business. Calls to action are commercial.

## 2. Solicitation of Funds

HFAM does not permit its access channel to be used for the solicitation of funds. However, permission may be granted to certified HFAM users on a case-by-case basis. Any certified HFAM user may submit a request in writing to the HFAM Board of Directors (c/o HFAM staff), asking for permission to use HFAM channel time for fund-soliciting purposes. Whether to grant such permission rests solely with the discretion of the HFAM Board of Directors.

## 3. Adult Content

"Adult content" is defined as any legal content of a sexually explicit or graphically violent nature. Programming that contains adult content will be scheduled for playout between midnight and 4 a.m. during "Safe Harbor" hours and must include a disclaimer that clearly states:

"The following program contains material that some viewers may find objectionable or inappropriate for viewing, particularly by children. The community producer/sponsor who submitted this program for broadcast is solely responsible for its content. The views, opinions and content of this program do not necessarily reflect the views or opinions of HFAM's staff or board of directors. For more information about this program or HFAM content policies, call 970-949-5657."

The disclaimer must be read aloud and displayed on screen for a minimum of 20 seconds. Responsibility for including the viewer advisory rests with the program's producer/sponsor.

"Adult Content" is subject to approval or denial for cablecast by the HFAM Executive Director or Board, based on community standards. The producer is responsible for all content and must mark the Cablecast Request Form in the appropriate area if their program contains Restricted Content.

## 4. Hate Speech

Programs that contain hate speech will be scheduled for playout between midnight and 4 a.m. during “Safe Harbor” hours and must include a disclaimer that clearly states:

“The following program contains material that some viewers may find objectionable or inappropriate for viewing, particularly by children. The community producer/sponsor who submitted this program for broadcast is solely responsible for its content. The views, opinions and content of this program do not necessarily reflect the views or opinions of HFAM’s staff or board of directors. For more information about this program or HFAM content policies, call 970-949-5657.”

The disclaimer must be read aloud and displayed on screen for a minimum of 20 seconds. Responsibility for including the viewer advisory rests with the program's producer/sponsor.

HFAM defines hate speech as content that encourages hatred and violence against a particular class of people because of their race, color, religion, national origin, sex, ancestry, citizenship, age, service in the armed forces, physical or mental disability, sexual orientation, marital status, gender identity or status with regard to receipt of public assistance. If there is a question about whether a program includes hate speech, a determination will be made by HFAM.

“Hate Speech” is subject to approval or denial for cablecast by the HFAM Executive Director or Board, based on community standards. The producer is responsible for all content and must mark the Cablecast Request Form in the appropriate area if their program contains Restricted Content.

## 5. Illegal Content

HFAM does not knowingly cablecast illegal content. Illegal content is any content that is not protected by the First Amendment of the Constitution of the United States. Unprotected content may include (but may not be limited to) slander, sedition, copyright infringement and obscenity, as defined by applicable laws. HFAM reserves the right to refuse to cablecast any program that it reasonably determines may contain obscene or otherwise unprotected content. HFAM and cable operators (including but not limited to Comcast) are prohibited by statute from cablecasting obscene or otherwise unprotected programming. Consequently, HFAM may consult with the cable operators, law enforcement or other entities as needed when there is reason to believe a program may contain obscenity or otherwise unprotected content.

HFAM will not knowingly cablecast “indecent” speech (as defined by the State of Colorado in C.R.S. 18-7-101) unless safe harbor time restrictions, parental advisories, and/or other methods adequate to protect such programming from being viewed by minors are applied.

HFAM expects its users to be aware of applicable laws and also be aware that producers are legally responsible for the content of their own programming. HFAM strongly suggests that producers who think their programming might contain illegal content consult with legal counsel before submitting their programs for playout.

### **C. Playback Request Procedures**

#### **1. Technical Requirements for Video Submissions**

HFAM accepts a number of digital and analog formats. Any content submitted must be playable on our equipment. Formats to submit include:

Playable DVDs must be damage free and playback without glitches, and encoded for region 0 or 1.

Data DVDs, USB sticks, external hard drives, and cloud storage services must have easy to navigate folder and file structure and be free from computer viruses

HFAM staff reserves the right to deny cablecast of programs that contain technical problems not associated with deliberate artistic intent. If staff determines the technical quality significantly interferes with a viewer's appreciation of a program, staff shall endeavor to contact the producer of that project and offer assistance in remedying the technical problem. Community producers may resubmit the program after the technical problem(s) is resolved.

Technical problems include, but are not limited to, distorted, over-modulated, low or no audio and over exposed, under-exposed or pixilated video.

#### **2. Cablecast Request Form**

Video and a Cablecast Request Form (minors must have a parent or legal guardian sign) must be submitted to the HFAM at least one week before the first request time in order to schedule your program on Channel 5. The form must be submitted each time an individual program is turned in or once each quarter for a series. Forms are available at the media center and on the HFAM website.

The form allows you to indicate the day and time you'd like your program to be cablecast and allows the station to do our best to accommodate your request. We ask community producers to be patient and remember this resource is shared by many people and it is our task to balance the requests of everyone.

The Cablecast Request Form also is a legal document that gives us clearance to cablecast a program on Channel 5 and must be signed by the community

producer of record. When the community producer signs the document, she/he attests that the submitted program adheres to HFAM's programming guidelines and does not include:

- Commercial Content as outlined in section V.B.1.
- Illegal Content as outlined in section V.B.5, including slander, sedition, copyright infringement and obscenity, as defined by applicable laws
- By signing the Cablecast Request Form, the community producer also attests that if the submitted program contains "Adult Content" or "Hate Speech" as outlined in sections V.B.3. and V.B.4, she/he has marked the form in the appropriate area and included the required disclaimer before their program.

Please mark on the Cablecast Request Form whether you would like to give HFAM clearance to make copies of your program for interested viewers. We will charge a fee for duplication to cover the cost of media and staff time.

### 3. Scheduling Priorities

Time slots are allocated on a first-come, first-serve basis, following existing time slots for governmental meetings, series and other recurring programs. Public access programs may be preempted by government access programming without prior notice.

Time slots for series will be reserved as long as new programming is delivered. If the community producer fails to supply new material one week before that material is scheduled for cablecast, the program may be removed from the schedule.

Programs that contain "Adult Content" or "Hate Speech" as outlined in sections V.B.3. and V.B.4 will be cablecast between midnight and 4 a.m.

Programs may not air more than four consecutive weeks.

### 4. Series Programs

If a program is a recurring, preproduced series, the length of the program may not exceed its allotted timeslot without first receiving permission from HFAM staff. Programs may be shorter than the time allotted.

### 5. Live Programming

Live programming can preempt prerecorded programming with prior notice. The preempted program may be rescheduled at the discretion of staff.

### 6. Deadline to Submit Video

The deadline to submit a production with the Cablecast Request Form is one week before the first requested cablecast.

### 7. Outside Programming

Noncommercial programming produced outside HFAM or Eagle County may be submitted for cablecast by filling out a Cablecast Request Form. Outside programs produced outside Eagle County must be sponsored by at least one HFAM member before cablecast. A Cablecast Request Form must be submitted with all outside programming. All outside productions must adhere to applicable rules outlined in the Operating Policy and Procedures.

#### **D. Program Promotion**

HFAM encourages community producers to create promotional materials for their projects to be shown on Channel 5, whether it is a 15- or 30-second video, Community Calendar slide, mass email, press release, poster or other. Community producers must have permission from staff to use the HFAM logo.

#### **E. Program Underwriting**

A HFAM community producer may give on-screen credit to an individual or organization that underwrites any of the production costs and/or materials associated with the content's creation as long as said individual or organization consents in writing, a copy of which is provided to HFAM in advance of the cablecast. Credit may be given through the use of a title at the beginning and/or end of the program that identifies the contributor and includes the language:

"This program is underwritten in part by ..."

Each display shall be no longer than 15 seconds, and may include the contributor's name, address, telephone number and website address (url). A corporate logo or photo/video of a business may be used as well.

#### **F. Community Calendar Messages**

The Community Calendar is a rotation of informational slates that play several times a day. Nonprofits and individuals may submit items for the Community Calendar to [info@highfivemedia.org](mailto:info@highfivemedia.org). Items must be noncommercial in nature and may include event information or general information about a nonprofit.

### **VI. RULE VIOLATIONS/SANCTIONS/LOSS OF PRIVILEGES**

To ensure that HFAM equipment and facilities remain available and in good working order, the following rules have been established. Upon verifying that a rule violation has occurred, a written statement will be issued to the producer describing the rule violation (and subsequent sanctions, if

applicable). Infractions are divided into major and minor violations. By far, the most common minor violations involve HFAM users' arriving late for appointments or neglecting to cancel reservations. In general, HFAM users can avoid these minor issues by simply phoning the HFAM studio and speaking to a staff member before the reservation's start time. A. Rule Violations

#### **A. Major Violations**

1. Failure to submit a program produced with HFAM equipment and/or facilities for initial cablecast on a HFAM channel
2. Abuse, vandalism or willful neglect of HFAM equipment and/or facilities
3. Return of equipment in damaged or unworkable condition, beyond normal wear and tear
4. Failure to return equipment through intent, negligence, loss or theft
5. Use of equipment and/or facilities for any purpose not related to the production of content intended for HFAM cablecast
6. Removal of equipment from the access center without proper checkout procedures and/or without signing an Equipment Checkout Form
7. Reserving or checking out equipment or facilities for use by a noncertified producer or a producer on suspension
8. Repeated breach of distribution contract warranties
9. Attempted equipment maintenance or disassembly
10. Changes to cabling of the studio or editing stations without advanced authorization from HFAM staff
11. Rude, abusive or discourteous treatment of HFAM staff, volunteers and other producers
12. Production of or attempted production of illegal content or commercial content
13. Submitting a program with "adult content" or "hate speech" without a viewer advisory
14. Committing two (2) or more minor violations

#### **B. Minor Violations**

1. Failure to cancel equipment or facilities prior to the reservation time
2. Late return of equipment without an extension authorized by a staff member
3. Failure to vacate studio or editing facilities when the next scheduled producer has arrived
4. Return of dirty equipment
5. Leaving trash or debris in studio or editing facilities
6. Operation of equipment or use of facilities in an incorrect, unsafe or inappropriate manner that might result in damage
7. Improper packaging of equipment for transport

8. Tardiness in excess of 15 minutes in claiming reserved equipment or facilities without an extension authorized by a staff
9. Reserving, checking out or returning equipment for another producer, unless specified and approved in advance
10. Canceling equipment or facilities reservations three or more times within a 30-day period
11. Submitting a program without HFAM's required credit
12. Identifying oneself as an employee of HFAM
13. Failure to properly and accurately complete any form or paperwork required by HFAM
14. Any other infraction of these Policies and Procedures

### **C. Sanctions**

HFAM user sanctions typically involve a suspension of HFAM privileges for a period of time, the length of which will depend on the nature of the violation. While a HFAM user is suspended from equipment/facility use, that user may continue to distribute legal, non-commercial content on HFAM channels.

#### **1. Major Violations**

A "major" violation of HFAM policy results in an immediate suspension of use of HFAM equipment and facilities for a period of one year. If damage to or loss of equipment and/or facilities has occurred, suspension may remain in effect until a full compensation is made for the lost resources or until an installment payment contract or other arrangement is signed with HFAM. There are no written warnings prior to suspension in the case of a major violation.

Notwithstanding the immediately preceding paragraph, the HFAM Board of Directors reserves the right to evaluate each major violation and determine whether a more severe sanction is reasonably required. Said additional sanctions are at the discretion of the HFAM Board of Directors and may include suspension from using HFAM equipment or facilities for an indefinite term, repayment for any damage to equipment or facilities, and/or the implementation of legal action against the user.

#### **2. Minor Violations**

A Minor Violation will result in a written warning for the first minor violation and suspension from equipment and facilities for the second minor violation that occurs within a 90-day period of the first minor violation

An initial suspension from equipment and facilities (resulting from two minor violations within a 90-day period) will be for 90 days. Any subsequent suspensions will be for a period of one year each. Recertification (including

HFAM orientation) is required following any suspension of a year or more. Staff will file a written report on any suspension.

#### **D. Equipment Damage and Loss**

If equipment is damaged or lost while under contract to a HFAM user, the user will have equipment privileges suspended until full compensation is made or until an installment payment contract or other arrangement is signed with HFAM. In the event that a producer fails to meet the terms of repayment (or mutually agreed upon arrangement), the producer shall be suspended from all equipment and facilities privileges and the case will be submitted to the Board of Directors for resolution.

#### **E. Appeal of Sanctions**

A HFAM user may appeal any sanctions by submitting a written statement to the HFAM Executive Director. If suspension from equipment and facilities is imposed, the suspension will remain in effect throughout the appeal process. The Executive Director will investigate the circumstances surrounding the sanction and will return a written report to the HFAM user within two weeks of receiving the appeal. The HFAM user may then continue the appeal process by submitting a written statement to the HFAM Board of Directors within 30 days of the issuance of the Executive Director's report. The Board of Directors will then consider the appeal at its next regularly scheduled meeting.

#### **F. Indemnification**

Notwithstanding any prior statement in these HFAM Policies and Procedures, each user agrees to indemnify and hold HFAM harmless from any and all content produced by the user.

### **X. AMENDMENT OF THE OPERATING RULES AND PROCEDURES**

The Operating Policy and Procedures is a living document and will be reviewed by the Board six months after initial approval and annually thereafter. Stakeholders may submit written comments throughout the year. HFAM staff will notify stakeholders of the review and solicit comments one month prior to the review, at which time stakeholders may offer oral comments.

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Amended - 4/18/2018