

POLICY ON OBSCENE AND INDECENT PROGRAMMING ON LEASED ACCESS CHANNELS

In accordance with the Communications Act of 1934, as amended (the "Act"), 47 U.S.C. § 532(h) (1997), and Federal Communications Commission regulation, 47 C.F.R. § 76.701 (1997), Service Electric Cablevision, Inc. ("Service Electric") prohibits the exhibition on its leased access channels of any programming that Service Electric reasonably believes is obscene¹. In addition, Service Electric reserves the right to restrict programming that Service Electric believes is in conflict with community standards in that it is indecent². Restrictions that may be imposed by Service Electric include, but are not limited to, requiring that the programming be scrambled, limiting the hours of carriage to between 10 p.m. and 6 a.m., and carrying the programming on a channel where other indecent programming is carried.

Any Person or organization currently leasing or using or desiring to lease or to use time on a Service Electric leased access channel (a "Leased Access Programmer") must certify that the programming to be exhibited on a leased access channel does not contain any obscene material, and must certify whether it

contains any indecent material. If the programmer certifies that the programming contains indecent material, Service Electric, in its discretion, may impose restrictions on its carriage. If the programming to be exhibited is live programming, the Leased Access Programmer must certify that he/she will use reasonable efforts to ensure that obscene or indecent programs are not shown. Such Leased Access Programmer must further certify that he/she is responsible for the program's content. If the Leased Access Programmer refuses to provide the certificate, Service Electric may refuse access to the channel. The certificate must be submitted no later than thirty days prior to the date on which the Leased Access Programmer has requested that its programming be carried.

Notwithstanding any Leased Access Programmer's certification that programming does not contain any obscene or indecent material, Service Electric reserves the right to review all or any portion of the programming to be carried on its leased access channel in advance of the date of carriage. If, after review, Service Electric reasonably believes that all or any portion of the programming is obscene or indecent, Service Electric reserves the right to refuse to carry the programming on its leased access channel or to restrict its carriage if indecent. Upon request, each leased access Programmer shall provide Service Electric with a tape of the programming to be carried on the leased access channel at least fifteen (15) days prior to its first scheduled date of carriage.

Service Electric will not allow editing and resubmission of programming that Service

¹ Whether a program is obscene shall be determined by reference to the definition of obscenity adopted by the United States Supreme Court *Miller v. California*, 413 U.S. 15 (1973). Under *Miller v. California*, a work is obscene if (i) the average person, applying contemporary community standards, would find the work, taken as a whole, appeals to the prurient interest, (ii) the work depicts or describes, in a patently offensive way, sexual conduct specifically defined by applicable state law; and (iii) taken as a whole, it lacks serious literary, artistic, political or scientific value.

² 47 C.F.R. § 76.701 permits a cable operator to prohibit any programming that the cable operator "reasonably believes, describes or depicts sexual or excretory activities or organs in a patently offensive manner as measured by contemporary community standards." In its Memorandum Opinion and Order, dated April 27, 1997, the FCC stated that a cable operator may voluntarily segregate, scramble, or time-channel indecent programming.

Electric has determined to be obscene and/or indecent.

Each Leased Access Programmer will be required to indemnify and to hold Service Electric harmless from any and all claims, suits, complaints or liability arising out of the carriage on its leased access channels of any obscene or indecent Program. In addition, such Leased Access Programmer shall agree to pay to Service Electric any and all damages, costs and attorneys' fees incurred

by Service Electric in connection with responding to or defending any allegation, claim or complaint that the Leased Access Programmer's programs contained any obscene or indecent material.

If any portion of this policy is found to be unconstitutional or unlawful by a court or administrative agency of competent jurisdiction, the remaining portions shall remain in effect.

LESSOR:Service Electric Cablevision, Inc.

CERTIFICATE OF INDECENCY AND OBSCENITY

I, _____ (hereinafter, "I"), hereby certify that the programming that I intend to distribute on the leased access channel of Service Electric Cablevision, Inc. (hereinafter "Service Electric") (the "Programming") does not contain any obscene material.

receiving a license to distribute the Programming. If any portion of this Certificate is found to be unconstitutional or illegal by a court or administrative agency of competent jurisdiction, the remaining portions shall remain in effect.

I also certify that the Programming [*please check the appropriate line below*]

_____ does
_____ does not
contain any indecent material.

If the Programming will be exhibited live, I hereby certify that I will use reasonable efforts to ensure that obscene or indecent material is not aired in the Programming.

I accept responsibility for the content of the Programming. I also agree to hold Service Electric harmless from any and all claims, suits, complaints or liability arising out of the carriage on Service Electric's leased access channel of any obscene or indecent Programming. I hereby agree to pay to Service Electric any and all damages, costs and attorneys' fees incurred by Service Electric in connection with responding to or defending any allegation, claim or complaint that the Programming contained any indecent or obscene material.

I agree that if the nature of the Programming changes, I will promptly provide Service Electric with an updated and accurate certificate.

I hereby certify that the statements made in this certificate are true, complete and correct to the best of my knowledge and belief and are made in good faith. I understand that if my application for leased access is accepted, I will also be required to enter into a license agreement with Service Electric prior to

CERTIFICATE OF INDECENCY AND OBSCENITY

Accepted and agreed to on this _____ day of _____, 20__ by:

By: _____

Printed Name: _____

Date _____

EXHIBIT C

Music Used in Leased Access Programming

LESSEE must submit with the following information with its Programming or within ten (10) days of LESSOR's request:

TITLE	COMPOSER	PERFORMING ARTIST	PUBLISHER	DURATION