

MINUTES OF THE REGULAR MEETING OF THE  
BOARD OF DIRECTORS OF GOLDEN RAIN FOUNDATION OF LAGUNA WOODS  
A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION

**July 1, 2014**

The Regular Meeting of the Golden Rain Foundation of Laguna Woods Board of Directors, a California non-profit mutual benefit corporation, was held on Tuesday, July 1, 2014, at 9:30 A.M., at 24351 El Toro Road, Laguna Woods, California.

Directors Present: Pat Feeney, Maxine McIntosh, Margaret Klein, Carol Moore, Mary Stone, Richard Palmer

Directors Absent: None

Others Present: *Open and Executive Session:* Jerry Storage, Cris Robinson, Kim Taylor, Rian Jones, Esq., Betty Parker  
*Executive Session Only:* Rian Jones Esq., James David, Luis Rosas, Doug Koller

**CALL TO ORDER**

President Pat Feeney served as Chair of the meeting and stated that it was a regular meeting held pursuant to notice duly given and that a quorum was present. The meeting was called to order at 9:30 A.M.

**PLEDGE OF ALLEGIANCE TO THE FLAG**

Director Dick Palmer led the membership in the Pledge of Allegiance to the Flag.

**ACKNOWLEDGEMENT OF PRESS**

A representative of the Laguna Woods Globe and the Channel 6 Camera Crew, by way of remote cameras, were acknowledged as present.

**APPROVAL OF AGENDA**

Without objection, the Board approved the agenda as amended by removing Agenda Item 11(d) 'Discuss and Consider Ratification of Bylaw Change from the Corporate Members Meeting of January 9, 2014' from Open Session and placing it in the Closed Session; and moving 12(b) 'Deny the Tennis Club's request to allow non-resident guests unaccompanied access to the 19 Restaurant and Lounge during the National Hard Court Tournament scheduled for May 17 through May 23, 2015' and placing it under Report of Community Activities Committee as 14(b).

**APPROVAL OF THE MINUTES**

Without objection, the Board approved the minutes of the Regular Meeting of June 3, 2014 as amended by removing the wording "...speakers from the Member Comments that commented.." and replace with "...comments..." on page 1 of 5 and on page 2 of 5 under Maggie Blackwell correct the spelling of "stoping" to "stopping."

Without objection the minutes of the Special meeting of June 23, 2014 and the minutes of the Emergency open meeting of June 23, 2014 were approved as written.

## **MEMBER COMMENTS**

- Joan Milliman (969-3E) commented on GRF decisions made at their Board meeting of June 23, 2014.
- Joan Brown (5587-A) commented on Pickleball.
- Pat English (928-A) commented on the new Board and her appreciation of the Board's work.
- John Luebbe (3301-A) commented on a need for an indoor pool and better fitness facilities.
- Stanley Feldstein (2403-1B) commented on the ownership of the GRF Facilities.
- Corkey Eley (2401-2E) commented on the GRF Board and CC&Rs.
- Ken Hammer (797-B) commented on the United recall and the duties of the GRF Board.
- Tony Dauer (96-C) commented on the new GRF Board and controlling spending and the dog park.
- Mike Straziuso (4006-2E) commented on the 19 Restarant and the Bar.
- Ron Beldner (203-C) commented on medical benefits in the community from 50 years ago and indoor pools.
- Kathryn Freshley (5490-N) commented on the Bylaw Change from the Corporate Members Meeting of January 9, 2014.
- Edward Tao (2306-B) commented on the GRF Board and Corporate Members Meeting of June 13, 2014.
- Rae Tso (3256-A) commented on the beauty of the village and thanked Russ Ridgeway for keeping the cost of cable and internet down.
- Kay Margason (510-C) thanked the Board for their responsibilities and making the Community a better place to live.

The Directors briefly responded to Members' comments.

## **GENERAL MANAGER'S REPORT**

Mr. Storage reported on the ongoing GRF projects within the Community.

## **CHAIR'S REPORT**

President Feeney commented on the new timed agenda, and offered her appreciation of the Board and the Community.

## **UNFINISHED BUSINESS**

Director McIntosh moved to ratify the date of July 14, 2014 for Corporate Members' Meeting vote to replace 3 GRF Directors. Director Stone seconded the motion.

Director Stone moved to amend the motion to change the date to July 16, 2014 at 1:30 PM. Director Moore seconded the motion.

By a vote of 4-2-0 (Directors McIntosh and Palmer opposed) the amendment carried.

By a vote of 4-2-0 (Directors McIntosh and Palmer opposed) the amended motion carried.

Members Pat English (928-A) and Ron Beldner (203-C) commented on the motion.

Director Moore moved to hire an outside Inspector of Election for future GRF elections and Corporate Members votes. Director McIntosh seconded the motion.

Member Kathryn Freshley (5490-N) commented on the motion.

By a vote of 6-0-0 the motion carried unanimously.

### **NEW BUSINESS**

Director Moore moved to reestablish a Clubhouse 2 Renovation Ad Hoc Committee. Director Klein seconded the motion.

Members Pat English (928-A) and Pamela Grundke (2214-B) commented on the motion.

By a vote of 6-0-0 the motion carried.

Without objection, the Board agreed to restructure the GRF Committees by eliminating the Recreation Master Plan Committee and combining the Government and Public Relations Committee and the Media and Communications Committee.

Director Stone read a proposed resolution approving the revised GRF Committee appointments. Director Stone moved to approve the resolution. Director McIntosh seconded the motion and discussion ensued.

By a vote of of 6-0-0 the motion carried and the Board of Directors adopted the following resolution.

### **RESOLUTION 90-14-31**

#### **GRF Committee Appointments**

**RESOLVED**, July 1, 2014 that the following persons are hereby appointed and ratified to serve on the Committees of this Corporation:

#### **Business Planning**

~~Larry Souza, Chair (GRF)~~

~~Heather Gerson, Vice Chair (GRF)~~

***Pat Feeney, Chair (GRF)***

***Margaret Klein, Vice Chair (GRF)***

***Mary Stone (GRF)***

Mike Straziuso (Third)

Hank Gioia (Third)

Pat English (United)

Jan LaBarge (United)

Chace Kendro (Mutual 50)

**Clubhouse 2 Renovation Ad Hoc Committee**

**Mary Stone, Chair (GRF)**

**Richard Palmer, Vice Chair (GRF)**

**Maxine McIntosh (GRF)**

TBD (Third)

TBD (Third)

TBD (United)

TBD (United)

TBD (Mutual 50)

Non-Voting Advisors: TBD

**Community Activities**

~~Ruth May, Chair (GRF)~~

~~Marv Rosenhaft, Vice Chair (GRF)~~

**Mary Stone, Chair (GRF)**

**Margaret Klein, Vice Chair (GRF)**

**Richard Palmer (GRF)**

Beth Perak (Third)

Rosemarie di Lorenzo Dickins (Third)

John Beckett (United)

Don Tibbetts (United)

John Dalis (Mutual 50)

Non-Voting Advisors: TBD

**Energy Committee**

Richard Palmer, Chair (GRF)

Carol Moore, Vice Chair (GRF)

Maxine McIntosh (GRF)

Ray Gros (Third)

Judith Troutman (Third)

Eva Lydick (United)

Jack Bassler (United)

Alice Gokkes (Mutual 50)

Non-Voting Advisors: Michele Stanton, Doug Rook

**Finance**

~~Heather Gerson, Chair (GRF)~~

**Margaret Klein, Chair (GRF)**

Pat Feeney, Vice Chair (GRF)

**Mary Stone (GRF)**

Hank Gioia (Third)

Wei-Ming Tao (Third)

Jan LaBarge (United)

Pat English (United)

Chace Kendro (Mutual 50)

Non-Voting Advisor: TBD

**Government and Public Relations Committee**

~~Ruth May, Chair (GRF)~~  
~~Linda Wilson, Vice Chair (GRF)~~  
~~Pat Feeney (GRF)~~  
~~Beth Perak (Third)~~  
~~Wei-Ming Tao (Third)~~  
~~John Beckett (United)~~  
~~Anthony Liberatore (United)~~  
~~John Dalis (Mutual 50)~~

**Landscape**

Maxine McIntosh, Chair (GRF)  
Heather Gerson, Vice Chair (GRF)  
**Carol Moore, Vice Chair (GRF)**  
**TBD (GRF)**  
Jim Juhan (Third)  
Rosemarie di Lorenzo Dickins (Third)  
Jack Bassler (United)  
Eva Lydick (United)  
Inesa Nord-Leth (Mutual 50)  
Non-Voting Advisors: Nancy Young

**Maintenance & Construction**

~~Marv Rosenhaft, Chair (GRF)~~  
~~Heather Gerson, Vice Chair (GRF)~~  
**Richard Palmer, Chair (GRF)**  
**Carol Moore, Vice Chair (GRF)**  
**Maxine McIntosh (GRF)**  
Judith Troutman (Third)  
Kathryn Freshley (Third)  
Jack Bassler (United)  
Ming Lee Chang (United)  
Ryna Rothberg (Mutual 50)  
Non-Voting Advisors: TBD

**Media and Communications**

Pat Feeney, Chair (GRF)  
**Margaret Klein, Vice Chair (GRF)**  
**Carol Moore (GRF)**  
~~Ruth May, Vice-Chair (GRF)~~  
Jim Juhan (Third)  
Kathryn Freshley (Third)  
Eva Lydick (United)  
Ken Hammer (United)  
Alice Gokkes (Mutual 50)  
Non-Voting Advisors: TBD

**Mobility & Vehicles**

~~Marv Rosenhaft, Chair (GRF)~~

~~Linda Wilson, Vice Chair (GRF)~~

**Mary Stone, Chair (GRF)**

**Pat Feeney, Vice Chair (GRF)**

**Margaret Klein (GRF)**

Mike Straziuso (Third)

Ray Gros (Third)

John Beckett (United)

Anthony Liberatore (United)

John Dalis (Mutual 50)

Non-Voting Advisors: Mary Kay Tibbetts and Shirley Niederkorn

**Recreation Master Plan Ad Hoc Committee**

~~Larry Souza, Chair (GRF)~~

~~Marv Rosenhaft, Vice Chair (GRF)~~

~~Ruth May (GRF)~~

~~Hank Gioia (Third)~~

~~Judith Troutman (Third)~~

~~John Beckett (United)~~

~~Jan LaBarge (United)~~

~~Ryna Rothberg (Mutual 50)~~

Non-Voting Advisors: TBD

**Security and Community Access**

~~Linda Wilson, Chair (GRF)~~

~~Heather Gerson, Vice Chair (GRF)~~

**Margaret Klein, Chair (GRF)**

**Maxine McIntosh, Vice Chair (GRF)**

**Pat Feeney (GRF)**

Ray Gros (Third)

Bert Moldow (Third)

Ken Hammer (United)

John Beckett (United)

Lou Parker on behalf of (Mutual 50) – non-voting representative

Non-Voting Advisors: Denny Welch and Mary Kay Tibbetts

**Executive Traffic Hearing Committee**

TBD, Chair

Per rotating basis

**RESOLVED FURTHER**, that Resolution 90-14-05 adopted February 4, 2014, is hereby superseded and cancelled; and

**RESOLVED FURTHER**, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.

Mr. Storage announced that the Board and staff have planned a workshop to review the status of the Recreation Master Plan and to form a strategy to cancel existing contracts and formulate a long range plan for recreational amenities.

Members John Parker (789-Q), Katheryn Freshley (5490-N), and Pat English (928-A) commented on the discussion.

Director Stone read a proposed resolution regarding compliance with Civil Rights Act of 1964 Title VI. Director Stone moved to approve the resolution. Director Moore seconded the motion and discussion ensued.

By way of consensus the Board corrected the resolution by replacing the word "desire" with "desires to continue".

By a vote of 6-0-0 the motion carried as amended and the Board of Directors adopted the following resolution:

**Resolution 90-14-32**

**Civil Rights Act of 1964 Title VI Compliance**

**WHEREAS**, the Golden Rain Foundation ~~*desires to continue*~~desires to comply with Title VI of the Civil Rights Act of 1964, including new provisions detailed in U.S. Department of Transportation's FTA Circular 4 702.1B, "Title VI Requirement and Guidelines for Federal Transit Administration Recipients;" and

**WHEREAS**, the Board of Directors wishes to authorize the approval of Staff to comply with necessary provisions of the Civil Rights Act;

**NOW THEREFORE BE IT RESOLVED**, July 1, 2014 , the Golden Rain Foundation will not discriminate on the basis of race, color, or national origin; and

**RESOLVED FURTHER**, that the officers and agents of this Corporation are authorized to comply with current Federal requirements, including the submission of the required compliance plan as per the new provisions detailed in U.S. Department of Transportation's FTA Circular 4 702.1B; and

**RESOLVED FURTHER**, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to implement policies that may be necessary to comply with any future revisions or interpretations of the Civil Rights Act.

### **CONSENT CALENDAR**

Without objection the Consent Calendar was approved as amended, and the Board took the following actions:

Approved the Tennis Club's request to hold the National Hard Court Tournament Sunday, May 17 through Saturday, May 23, 2015.

~~Deny the Tennis Club's request to allow non-resident guests unaccompanied access to the 19 Restaurant and Lounge during the National Hard Court Tournament scheduled for May 17 through May 23, 2015.~~

Approved the request to place food collection containers in the Clubhouses, Fitness Centers, and Community Center Lobby to collect items for the South County Outreach Annual Food Drive to be conducted from July 1<sup>st</sup> to August 15<sup>th</sup>, 2014.

Approve the complete closure of Recreation Facilities on a revolving basis every five years during each facility's scheduled exterior painting in order to also complete interior painting, maintenance and repairs; and further, to recommend approving partial closure of facilities as necessary during the years between scheduled painting to address any maintenance and repair issues.

### **COMMITTEE REPORTS**

Director Klein reported from the Finance Committee.

Director Feeney gave the Treasurer's Report.

Director Stone reported from the Community Activities Committee.

Director Stone read a proposed resolution allowing the use of Archery at the Clubhouse 1 Mini Gym. Director Stone moved to approve the resolution. Director Klein seconded the motion and discussion ensued.

Members Gordon Richiusa (603-G), Betsy Enger (2052-B), Bliss Hill (848-B), Ron Beldner (203-C), John Hill (848-B), Joan Milliman (969-3E), Harvy Abraham (957-B), Kim Meza (5107), and Bob Sherinian (3232-A) commented on the resolution.

By a vote of 2-3-1 (Directors Moore, Feeney in favor, Director Palmer abstained ) the motion failed.

### **RESOLUTION 90-14-XX**



### **Archery at Clubhouse 1 Mini-Gym**

**WHEREAS**, the Community Activities Committee received a Member request to provide an Archery venue within the Community; and

**WHEREAS**, based on World Archery Federation length indoor range standards and available indoor facilities in the Community, Clubhouse 1 Mini-Gym was identified as the preferred location; and

**WHEREAS**, below are the facility improvements and items that would need to be purchased to use Clubhouse 1 Mini-Gym as an indoor archery range:

- Purchase and install a ballistic curtain to capture the arrows
- Purchase four targets
- Purchase two racks to hold bows and arrows
- Purchase a time clock system
- Purchase a system to protect the floor for each shooting lane

**NOW THEREFORE BE IT RESOLVED**, July 1, 2014, the Board of Directors of this Corporation hereby approves allowing archery at the Clubhouse 1 Mini-Gym with a supplemental appropriation of \$13,860 funded from the Facilities Fund and \$8,900 funded from the Equipment Fund; and

**RESOLVED FURTHER**, the City of Laguna Woods requires that a Conditional Use Permit be obtained for each archery location;

**RESOLVED FURTHER**, that final approval of archery in the Community shall be subject to resolution of risk management and insurance issues relative to GRF's liability insurance program; and

**RESOLVED FURTHER**, that any Club(s) that operate the facility must indemnify GRF and maintain general liability insurance with limits of not less than \$2 million per occurrence and \$5 million aggregate; naming GRF and the City of Laguna Woods as additional insured's and other endorsements as recommended by the Risk Manager and GRF's insurer; and

**RESOLVED FURTHER**, that GRF will not provide supervision for this facility and that the Club(s) that use the facility shall provide a certified instructor/range master to supervise archery and provide written safety regulations and enforcement; and

**RESOLVED FURTHER**, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.

Director Stone moved to deny the Tennis Club's request to allow non-resident guests unaccompanied access to the 19 Restaurant and Lounge during the National Hard Court Tournament scheduled for May 17 through May 23, 2015. Director Klein seconded the motion.

Member Richard Haskel (3240-A), Pamela Grundke (2214-B) and Judith Troutman (3011-B) commented on the motion.

Without objection the Board moved to send the request to the Security and Community Access committee for further review.

Director Feeney reported from the Media and Communications Committee.

Director Stone read a proposed resolution approving the Media Use Policy Mission Statement and Guidelines.

### **RESOLUTION 90-14-XX**

#### **Media Use Policy Mission Statement and Guidelines**

**WHEREAS**, the Board of Directors of this Corporation adopted a Media Use Policy Mission Statement and Guidelines in order to define the Community's policy for the administration and editorial oversight of the TV6 operation, including, but not limited to leased access, commercial ad insertion, public service announcements, and event sponsorships that will be consistent with the active lifestyle image of the Community;

**NOW THEREFORE BE IT RESOLVED**, August 5, 2014, that the Board of Directors of this Corporation hereby adopts the Media Use Policy Mission Statement and Guidelines, as attached to the official minutes of this meeting; and

**RESOLVED FURTHER**, that Resolution 90-13-84, adopted September 3, 2013 is hereby superseded and cancelled; and

**RESOLVED FURTHER**, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.

Director Stone moved to approve the policy as written and postpone it to the August meeting to conform to the 30 day notification requirement. Director Moore seconded the motion and discussion ensued.

By a vote of 6-0-0 the motion carried.

Director McIntosh reported from the Landscape Committee.

Director Palmer reported from the Energy Committee.

**DIRECTORS' COMMENTS**

The Directors made their final comments.

**MEETING RECESS**

The regular open meeting recessed at 1:00 P.M. and reconvened into Executive Session at 1:40 P.M.

**Summary of Previous Closed Session Meetings per Civil Code Section §4935**

During its Regular Executive Session Meeting of June 3, 2014, the Board approved the minutes of the May 6, 2014 Regular Executive Session and the minutes of the May 22, 2014 Special Executive Session. The Board held two member disciplinary hearings; discussed and considered litigation matters; and reviewed the Litigation Status Report.

During its Special Executive Session meeting of June 11, 2014 the Board discussed El Toro Water District and the Corporate Members Meeting of June 13, 2014.

During its Special Executive Session meeting of June 13, 2014 the Board discussed the June 13, 2014 Corporate Members meeting, discussed and considered hiring an outside Inspector of Election, and set the date for a new Corporate Members meeting to June 23, 2014.

**ADJOURNMENT**

There being no further business to come before the Board of Directors, the meeting adjourned at 5:00 P.M.

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Mary Stone, Secretary



*Channel 6 - 24351 El Toro Road, Laguna Woods, CA 92637*

T: (949) 597-4295

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**General Description**

Channel 6 Laguna Woods Village Television serves the Community of Laguna Woods Village, California.

Channel 6 provides local origination programming Monday - Friday, covering community news, highlights of community events, feature stories, entertainment programs, as well as live cablecasts of homeowners' association meetings and live cablecasts of the Laguna Woods City Council meetings.

It has been the mission of Channel 6, since 1967, to create a greater sense of belonging that leads to an informed and involved community. Residents and organizations connect with one

another through the programming that Channel 6 offers. These Policies and Procedures set forth the guidelines under which Channel 6 operates.

For purposes of these Policies and Procedures the term “Program” or “Programming” shall mean any content aired on Channel 6; regardless if it is live or pre-recorded, regardless of length, and shall include all programs, announcements, appearances, interviews, messages, speech, statements, conduct and any other matter being aired by Channel 6.

Golden Rain Foundation (GRF) and Channel 6 provides various community themed local origination programming, allows various registered Clubs and Organizations the opportunity for the airing of short Programming without charge, airs various meetings, sells airtime for other Programming and also sells advertising time, including production and placement of advertising through Media Services 55. All rates contained herein are subject to change—interested parties should always request the most recent rate sheet.

Channel 6 reserves the right to suspend any Program which it feels may be detrimental, objectionable or otherwise unfit for the Community. The producers and/or suppliers of any Program, including the various clubs, organizations and individuals shall be responsible for all copyright compliance and all content of messages delivered live or prerecorded and shall agree to indemnify Channel 6, the Community of Laguna Woods Village, the Golden Rain Foundation (“GRF”) and the managing agent against any liability or claim arising from the programming, the content and or the messages delivered including but not limited to any claims of slander, defamation or copyright infringement, claims of false or misleading advertising, including in regards to political advertisements whether placed on behalf of a particular candidate or by any other outside organizations (e.g. Political Action Committee) and any damages or liability, including reasonable attorney’s fees, which may ensue from the Program. Channel 6 may require disclaimers stating that the views are not those of Channel 6, the Community of Laguna Woods Village, GRF or the managing agent.

All Clubs and/or Organizations, individuals and others submitting Programing or appearing on TV6 understand that if the Program contains any content violating these Policies and Procedures, the Clubs and/or Organizations, individuals or others submitting or appearing on the Programming may be subject to civil suit or criminal prosecution.

GRF and Channel 6 staff reserve the right to preempt any program, announcement or message to be cablecast over Channel 6 for reasons of maintenance, emergency, community public service or other rescheduling needs at its sole discretion. Preempted time due to the above reasons shall be rescheduled, if timeslots are available.

### ***Programming Policy***

**1. The Program must not violate any section of California state law or federal law regarding obscenity and must otherwise comply with all laws including prohibitions against false, misleading or deceptive claims and defamatory or libelous content. The Channel 6 Policy on Indecent Programming is attached as Exhibit 1 and shall be applicable to all Programming.**

2. In the event Channel 6 receives a complaint, which indicates the program contract has been violated or the Program violates any Policy, programming playback may be postponed until Channel 6 can verify the contract or policy compliance.

3. All Programming shall comply with applicable federal law (47 U.S.C. §559) which provides that whoever transmits over any cable system in any matter which is obscene or otherwise unprotected by the Constitution of the United States shall be subject to a fine of up to \$10,000 or imprisonment of up to two years, or both, and that local access programming may not be used for criminal activity or other illegal purpose, or otherwise in any manner which violates any local, State or federal law. All submitters of Programming, including those appearing in Programming, agree that if there is a complaint that the material in said Programming violates a criminal law GRF and/or Channel 6 staff may notify the appropriate law enforcement agency and suspend any further airing of the Program(s) until the law enforcement agency resolves whether or not the material is criminal in nature.

4. These following warranties and representations are applicable to any Club and/or Organization, individual, business or other entity appearing on or placing a Program on Channel 6. All individuals and entities providing the Programming accept full responsibility for the content of the Programming, and further warrant that they have the authority, as local producer or sponsor, to submit the Program for cablecast. The following types of Program content are specifically prohibited by GRF:

- a. Any noncompliance with applicable federal, State and local laws and regulations.
- b. Any promotion for public office candidates or political advertisement.\*
- c. Any advertising material designed to promote the sale of commercial products or services.\*
- d. Any advertisement of, or information concerning any lottery or similar scheme offering prizes dependent in whole or in part on chance.
- e. Any political advertisement or promotion containing false information regardless if it is placed by a particular candidate or other organization (e.g. Political Action Committee).
- f. Any unauthorized copyrighted material.
- g. Any obscene or indecent material.
- h. Any material that defames the race, ethnicity, sexual orientation, age, disability, income source, or religious affiliation or any individual member of such group.
- i. Any promotion of violence, or words which are designed to invoke violence.
- j. Any slanderous or libelous materials.
- k. Any material that promotes an appeal for funds.

The warranties and representations noted by an asterisk (\*) are applicable only to any Club and/or Organization in order that the Program be cablecast free of charge on Channel 6.

### ***Channel 6 Programming***

The following is a summary of programming currently available on Channel 6. Channel 6 reserves the right to add or discontinue programming, change programming schedules or modify the format of its programming:



### thisday

**thisday**, a one-hour interview style program which is cablecast live each weekday morning at 8:30am and re-cablecasts at 12:30pm and 5:00pm, is the premier connection to the Community of Laguna Woods Village. **thisday** covers a wide range of subjects of interest to the community, such as consumer protection, current legislation, general financial advice, medical news, travel, cooking and housing.

All Laguna Woods Village corporations (HOAs) are afforded the opportunity to appear on, **thisday**, once a week for a ten minute interview segment. The ten minute segment is an opportunity to convey to their membership news and information regarding their corporation (HOAs). Appearances on **thisday** must be scheduled in advance and coordinated by the corporation President. The segment must comply with all policies of Channel 6 and a representative is required to execute an Indemnification and Hold-Harmless agreement as set forth in Attachment A.

Clubs and Organizations registered with the Community Recreation Department are afforded a ten-minute interview on the program to promote their activities and meeting dates, at no cost. Clubs and Organizations are limited to one appearance per month. The segment must comply with all policies of Channel 6 and the Club or Organization is required to execute an Indemnification and Hold-Harmless agreement as set forth in Attachment A. The Club or Organization may also purchase additional short form air time segments which must comply with all policies of Channel 6. The Club or Organization is required to execute an Indemnification Hold-Harmless agreement as set forth in Attachment B.

Individuals, businesses and advertisers may purchase short form air time on **thisday** program to promote their business and/or interest, to generate awareness throughout the community for a fee payable to GRF and by executing the Local Origination Agreement as set forth in Attachment C.

The short form air time segment fees on **thisday** are:

5 Minutes \$150.00            10 minutes \$250.00            15 minutes \$300.00

### Trading Post

**The Trading Post** is a free service provided only to Laguna Woods Village Residents who are looking to sell, buy or trade their personal items. **The Trading Post** prohibits businesses and individuals representing business related enterprises from promoting their goods or services on the program. Channel 6 staff reserves the right, in its sole discretion, to refuse the promotion of items that are intended to be resold or are manufactured by a resident as a way of generating income or the sale of any services. Channel 6 may refuse to accept the promotion of any items it finds objectionable including, but not limited to, guns, alcohol, personal services or investment type activities.

Residents may only post three items at one time, during any three (3) week period of time.

**The Trading Post** items are cablecast at least three times and items may not be re-submitted more than three times.

**The Trading Post** is cablecast each weekday from 11:00am – 11:30am and re-cablecast at 1:30pm the same day. Cablecasts may be preempted due to homeowner association meetings. The Trading Post is hosted by Channel 6 resident volunteers and staff provides production services. Laguna Woods Village residents may submit their request by calling (949) 830-0182 or by visiting the Channel 6 Offices located on the third floor of the Community Center.

### **Community Bulletin Board**

Channel 6 manages an electronic **Community Bulletin Board** (Message Board) which airs daily whenever regularly scheduled programs are not cablecast. Clubs and Organizations registered with the Community Recreation Department are afforded one electronic page per month to promote their activities and meeting dates at no cost.

**Community Bulletin Board** messages must be submitted at least 10 days prior to the day of the event. Messages will appear on Channel 6 approximately 4 to 7 days prior to the event depending on space available. **Exceptions:** An event which has a deadline date, such as catered affairs or bus transportation, will appear 4 to 7 days prior to the reservation deadline date. *Please include the deadline date in your message.* Messages for overnight trips (such as Las Vegas, Laughlin, etc.) are not permitted unless paid for as described below.

Individuals, local businesses and advertisers may purchase air time on the **Community Bulletin Board** to promote their business and/or interest to generate awareness throughout the community for a fee payable to the GRF and executing a hold-harmless agreement set forth in Attachment B.

**Community Bulletin Board Advertising Rates:** Two Electronic Pages

Weekday \$75.00

Weekends \$200.00

Week \$350.00\*

\* includes one ten minute segment on the "thisday" program.

### ***Community Clubs and Organization Sponsored Programming***

Clubs and Organizations registered with the community Recreation Department are afforded a half-hour Program to promote their activities and meeting dates at no cost.

Clubs and Organizations may provide one live or pre-recorded Program per month, with air time and re-cablecasts being limited by availability.

Programs are produced live utilizing the Channel 6 Staff, Television Equipment and Studio. Due to limited personnel, applications will be processed and scheduled on a first come,

nondiscriminatory basis to ensure that no club and/or organization monopolizes cablecast time to the disadvantage of others.

Clubs and Organizations may submit a cablecast quality video of their program or meeting for cable cast on Channel 6 instead of the live program. Submitted programs may not be more than two hours in length.

Programs are re-cablecast on Channel 6 three times within a thirty day period, provided time is available.

Clubs and Organizations must complete the local origination program agreement in Attachment C prior to cablecast.

### ***Purchase of Airtime Programming***

#### **Purchase of Airtime**

Individuals, local businesses and advertisers may purchase long form air time on Channel 6 to promote their business and/or interest to generate awareness throughout the community for a fee payable to the GRF. Purchasers of Airtime Programming must complete the local origination program agreement in Attachment C prior to cablecast.

#### **Channel 6 Air Time**

28.5 minutes \$300.00

58 minutes \$500.00

***Request for Channel 6 Cablecast of GRF Board Meetings shall be per Resolution 90-08-20***

Whereas, the Golden Rain Foundation (GRF) provides the oversight and funding for the Community's cable system, including Channel 6, its local origination channel; and whereas, it has been the practice of Channel 6 staff to tape selected special meetings and re-cablecast as required, and if the GRF President directed, time allowed, and programming was not impacted, staff has cablecast special meetings live; however, the number of special meetings has increased, thus increasing the impact of programming and advertising requirements; Now therefore be it resolved, March 4, 2008, that the Board of Directors of this Corporation hereby adopts the following Special Board Meeting Cablecast Policy for any Governing Board:

1. At least 7 business days prior to the scheduled date, the chair calling the special meeting will submit to the General Manager's office a written request to air the special meeting which will include the location of the meeting, preferred time for the meeting to be aired and expected duration of the meeting;
2. Within 2 business days of the receipt of the request by Broadband Services staff, the Broadband Services Director will inform, in writing, the chairperson whether the meeting can be cablecast at the requested time or not and if not, offer a reason and an alternate time to cablecast the meeting;
3. If a mutually acceptable time cannot be agreed upon, the Broadband Services Director will submit the request to the GRF President for review. Upon the President's determination as to when the meeting will be cablecast, the Broadband Services Director will inform the chairperson in writing;
4. If an acceptable time for the meeting is agreed upon, the Broadband Services Director will notify all board members involved of the pending meeting;
5. Channel 6 will include the meeting details on its message board, and notify the Laguna Woods Globe of the change to the Channel 6 programming schedule;
6. If time allows, the interactive program guide on the Community's cable system will be updated for Channel 6.

Resolved further, that such policy shall be effective March 4, 2008; and resolved further, that the officers and agents of this Corporation are hereby authorized on behalf of this Corporation to carry out the purpose of this Resolution.

### ***Production Rates***

Day Rate for Clubs and Organizations requesting television production services - \$60.00 per hour.

Evening Rate for Clubs and Organizations requesting television production services - \$75.00 per hour.

Digital Editing Services - \$75.00 per hour

Computer Graphic Generation - \$50.00 per hour

Voice Over Service - \$75.00 for a thirty-second commercial

Channel 6 Studio Rental - \$350.00 per hour

All applicable rates above require a one hour minimum.

### ***Duplication Services***

#### **DVD to DVD or CD to CD Duplication Rates**

Number of Copies	Cost Per Copy
1-5	\$10.00 each
6-10	\$8.00 each
11-25	\$5.00 each

Price includes: Brand Name, High Grade DVD, Full Color Label, and White Sleeve.

VHS and VHS-C to DVD Duplication - \$15.00 each

Cassettes and Vinyl Records to CD Duplication - \$15.00 each

Duplications require a two (2) day turnaround.

### ***Media Services 55***

MEDIA SERVICES 55 provides advertising which is 100% targeted to the Laguna Woods Village Community on 24 cable networks. In association with Channel 6 Laguna Woods Village Television, Media Services 55 provides a comprehensive list of client services for advertisers, including quality commercial production, promotional opportunities, live interviews, and long-form programming.

Media Services 55 provides short-form advertising (branding and direct response), long-form advertising & programming (direct response television-infomercials), full service production and post-production (high definition cameras), live and taped segments and educational interviews, and Community Bulletin Board (Message Board) announcements. Local, regional and national enterprises look to Media Services 55 to help increase sales and create greater and measurable brand awareness for products and services. Politicians and legislative propositions regard this community as a 'must' for their media campaigns, as it has one of the highest percentage per capita voting blocs in the nation.

Media Services 55 offers focused advertising, affordable rates and a comprehensive list of client services, including quality commercial production, exciting promotions, as well as co-op and long-format advertising opportunities. Media Services 55 is committed to providing our advertisers with the best products and services designed to optimize their advertising investment, helping local businesses reach their marketing goals, and helps politicians reach the coveted 50+ engaged voter.

### **MARKET DEMOGRAPHICS**

1. Designated Marketing Area (DMA): Los Angeles/Orange County
2. System Code (SYSCODE): 3501
3. City: Laguna Woods, California
4. Exclusive Zip Code: 92637
5. Cable Households: 12,736 (100% Penetration)
6. Median Household Income: \$36,713.00
7. Cable Television Viewers: 16,000
8. Median Age: 76.8
9. Gender: 65% Female / 35% Male
10. Marital Status: 29.2% Married /60.8% Single
11. Owner Occupied: 78.8%
12. Registered Voters: 14,851
13. Education: 94% High School Graduate or Higher / 41.9% Bachelor's Degree or Higher

Statistical information provided by the 2010 United States Census Bureau

## Media Services 55 Rate Sheet\*

**Monday through Sunday**

	<b>Mid-6am</b>	<b>6am-4pm</b>	<b>4pm-Mid</b>	<b>Fix Day Part</b>	<b>Prime Time</b>
<b>NEWS</b>					
Fox News	\$5.00	\$15.00	\$30.00	\$25.00	\$40.00
CNBC	\$5.00	\$12.00	\$25.00	\$20.00	\$30.00
CNN	\$5.00	\$15.00	\$30.00	\$25.00	\$40.00
CNN Headline	\$5.00	\$12.00	\$25.00	\$20.00	\$30.00
MSNBC	\$5.00	\$15.00	\$30.00	\$25.00	\$40.00
<b>SPORTS</b>					
ESPN	\$4.00	\$12.00	\$25.00	\$15.00	\$30.00
Fox Sports Net	\$4.00	\$10.00	\$20.00	\$12.00	\$25.00
Golf Channel	\$4.00	\$10.00	\$20.00	\$12.00	\$25.00
<b>ENTERTAINMENT</b>					
A&E	\$4.00	\$10.00	\$18.00	\$12.00	\$25.00
Hallmark	\$4.00	\$10.00	\$18.00	\$12.00	\$25.00
Bravo	\$4.00	\$10.00	\$18.00	\$12.00	\$25.00
FX	\$3.00	\$10.00	\$15.00	\$12.00	\$25.00
Lifetime	\$4.00	\$10.00	\$18.00	\$12.00	\$25.00
TBS	\$4.00	\$10.00	\$18.00	\$12.00	\$25.00
TNT	\$4.00	\$10.00	\$18.00	\$12.00	\$25.00
USA	\$4.00	\$10.00	\$18.00	\$12.00	\$25.00
<b>LIFESTYLE</b>					
Discovery	\$3.00	\$10.00	\$18.00	\$12.00	\$22.00
Food Network	\$3.00	\$10.00	\$18.00	\$12.00	\$22.00
HGTV	\$3.00	\$10.00	\$18.00	\$12.00	\$22.00
History Channel	\$3.00	\$10.00	\$18.00	\$12.00	\$22.00
TLC	\$3.00	\$8.00	\$15.00	\$10.00	\$20.00
Travel Channel	\$3.00	\$10.00	\$18.00	\$12.00	\$20.00
TruTV	\$3.00	\$10.00	\$18.00	\$12.00	\$20.00
Weather Channel	\$3.00	\$8.00	\$15.00	\$10.00	\$20.00

\*Inventory is limited and subject to availability. Rates are good for seven days and are subject to change. All rates are based on each thirty (:30) second commercial. Rates do not include commercial production. Deadlines: Three (3) day turnaround for traffic and insertion.

Restrictions on type of advertising may apply depending on the applicable channel. Advertiser is required to indemnify and hold-harmless GRF, the managing agent and the applicable channel against any claims of false or misleading advertising including any losses, damages and attorney fees associated with investigating and responding to such claims. Advertising placements may be suspended in the event that claims of false or misleading advertising are raised.

Commercial Format: Beta SP / DV Cam / Digital

Rates may change-please contact Media Services 55 for current rate sheet.

**PROGRAMMING APPEARANCE INDEMNIFICATION AGREEMENT**

No Charge Appearance

Name of Individual: \_\_\_\_\_

Name of Organization (if applicable): \_\_\_\_\_

The above named individual, personally, and on behalf of the Organization if applicable, does hereby agree to the following in exchange for the opportunity to appear on Channel 6 :

1. That while appearing on Channel 6 the individual will Not:
  - a. engage in any profanity or obscenity and will comply with all laws including prohibitions against false, misleading or deceptive claims and defamatory or libelous content.
  - b. promote the sale of commercial products or services.
  - c. promote or advertise or provide information concerning any lottery or similar scheme offering prizes dependent in whole or in part on chance.
  - d. engage in any promotion for public office candidates or political promotion.
  - e. present any unauthorized copyrighted material.
  - f. present any obscene or indecent material.
  - g. present any material that defames the race, ethnicity, sexual orientation, age, disability, income source, or religious affiliation or any individual member of such group.
  - h. promote violence, or engage in words which are designed to invoke violence.
  - i. present any slanderous or libelous materials.
  - j. promote any appeal for funds.
  - k. be disrespectful to any other guests.
  
2. The individual and Organization, if applicable, hereby agrees to indemnify, defend and hold-harmless Channel 6, the Golden Rain Foundation and the managing agent against any liability or claim arising from any breach of the above prohibitions, and the content and/or the messages delivered including, but not limited of any claims of slander, defamation, copyright infringement, or any false or misleading statements and any damages or liability, including reasonable attorney's fees, which may ensue from such acts.

This Agreement shall be effective as of the date listed below and shall remain effective for all appearances on Channel 6 thereafter.

Agreed to: \_\_\_\_\_

Organization: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment B**

**PROGRAMMING APPEARANCE INDEMNIFICATION AGREEMENT**

Fee Appearance

Name of Individual: \_\_\_\_\_

Name of Business or Organization (if applicable): \_\_\_\_\_



The above named individual, personally, and on behalf of the Organization or Business if applicable, does hereby agree to the following in exchange for the opportunity to appear on Channel 6 :

1. That while appearing on Channel 6 neither the individual will or any programming provided will:
  - a. Engage in any profanity or obscenity and will comply with all laws including prohibitions against false, misleading or deceptive claims and defamatory or libelous content.
  - b. Promote, advertise or provide information concerning any lottery or similar scheme offering prizes dependent in whole or in part on chance.
  - c. Present any unauthorized copyrighted material.
  - d. Present any obscene or indecent material.
  - e. Present any material that defames the race, ethnicity, sexual orientation, age, disability, income source, or religious affiliation or any individual member of such group.
  - f. Promote violence, or engage in words which are designed to invoke violence.
  - g. Present any slanderous or libelous materials.
  - h. Engage in any false or misleading advertising
  
2. The individual and Organization or Business, if applicable, hereby agrees to indemnify, defend and hold-harmless Channel 6, the Golden Rain Foundation and Managing Agent against any liability or claim arising from the any breach of the above prohibitions, and the content and/or the messages delivered including, but not limited to any claims of slander, defamation, copyright infringement or any false or misleading statements, and any damages or liability, including reasonable attorney's fees, which may ensue from such acts.

This Agreement shall be effective as of the date listed below and shall remain effective for all appearances or material placed on Channel 6 thereafter.

Agreed to: \_\_\_\_\_  
 Organization or Business: \_\_\_\_\_  
 Date: \_\_\_\_\_

### Attachment C

#### CHANNEL 6 LAGUNA WOODS VILLAGE TELEVISION LOCAL ORIGINATION PROGRAM AGREEMENT

**Programmer** (Laguna Woods Village Club/Organization or Business Name):

\_\_\_\_\_

Program Name:

\_\_\_\_\_

Person Submitting Program:

\_\_\_\_\_

Title:

---

Phone:

E-Mail:

---

Fee (Payable in Advance):

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---

Media Format (circle one): DVD DVCAM, mini-DV (Digital Tape) LENGTH:  
Instructions and Requirements for Program Submission:

1. Program must be accompanied by a Channel 6 Local Origination Program Agreement signed by the program provider and delivered no later than two weeks (but not more than 30 days) prior to the first agreed upon cablecast date.
2. A producer or sponsor may submit multiple programs to be cablecast within the same calendar year. Each program shall be consistent with the terms and conditions of this agreement and the rules and procedures referenced herein.
3. Program must comply with local origination operating rules and procedures of Channel 6.
4. Program videotape must meet or exceed technical requirements of Channel 6, and be enclosed in a case with proper label on videotape and case, including program runtime.
5. Channel 6 may insert a disclaimer at the beginning of each program stating:

*THE VIEWS AND COMMENTS EXPRESSED ON THIS PROGRAM ARE THOSE OF THE PRODUCERS OF THIS PROGRAM AND NOT THOSE OF THE GOLDEN RAIN FOUNDATION, OR CHANNEL 6.*

#### **1. LOCAL ORIGINATION CHANNEL**

Local origination programming is aired on Channel 6, Laguna Woods Village Television, which is operated by the Golden Rain Foundation ("GRF"), and Channel 6. Throughout the Agreement, when 'Channel' is used, it is understood to also mean any agent or designated provider of GRF, or Channel 6.

#### **2. PROGRAM SUBMITTAL**

Programs must be submitted to the Channel at least fourteen days in advance (but not more than thirty days) of their scheduled cablecast. Programming may be submitted at 24351 El Toro Road, Laguna Woods California 92637 ATTENTION: Channel 6. Programming must be submitted in an enclosed case along with a completed copy of this Agreement. A Programmer may submit multiple programs to be cablecast within the same calendar year, provided no more than three programs are submitted at any one time. Each program or cablecast must be consistent with the rules and procedures referenced herein. The videotape or DVD and case must be clearly labeled stating the program title, subtitle (when applicable), program run-time to the nearest second, and name, address and telephone number of the sponsor. Sponsors are encouraged to provide a copy of the program to the Channel, and not the original. Programs left with the Channel beyond 60 days will be recycled or discarded.

#### **3. TECHNICAL REQUIREMENTS**

All programs submitted for cablecast must be formatted as DVD, DVCAM, or mini-DV, hereafter referred to as Media. Community Bulletin Board (Message Board) items must be submitted in a text format. Programs submitted for cablecast on other formats will not be played. Programs must meet or exceed the following minimum technical quality requirements of the FCC and industry standards:

- a. Peak audio level should fall within -12 dB, with reasonable clarity.
- b. All Media must contain 15 seconds of black at the beginning and ending of each program.
- c. All videotapes must begin within the first 90 seconds of the tape.
- d. Only one program per Media is permitted.
- e. Program title and run-time must be noted on the Media.

The Channel reserves the right to refuse playback of programming that does not meet these technical requirements.

#### **4. PROGRAM RESTRICTIONS AND WARRANTY**

Programmer warrants that it has the right and authority to enter into this Agreement and to perform all of its obligations hereunder. Programmer understands that presentation of the following materials on the Channel is specifically not authorized by GRF, the managing agent, and Channel 6 and may subject the sponsor to criminal prosecution or civil liability.

Programs containing the following materials are prohibited:

- a. Any advertisement of, or information concerning any lottery, gift enterprise, or similar scheme offering prizes dependent in whole or in part on chance.
- b. Any unauthorized copyrighted material.
- c. Any obscene or indecent material.
- d. Any material that defames any race, ethnicity, gender, sexual orientation, age, disabled, source of income, or religious group or any individual member of such group.
- e. Any material advocating violence, or words which are designed to invoke violence including any excessively violent, obscene or indecent content.
- f. Any slanderous or libelous materials.
- g. Any noncompliance with applicable federal, State and local laws and regulations, including but not limited to any advertising regulations. False or misleading advertising is strictly prohibited.
- h. Any political advertisement or promotion containing false information regardless of if placed by a particular candidate or other organization (e.g. Political Action Committee).

Programmer shall be solely responsible for all program content. Programmer hereby warrants and represents that its Programming complies in every respect with every applicable federal, state, and local statute or law, including without limitation all such laws relating to false and misleading advertising; and does not infringe the personal rights or the property rights of any person, corporation or other entity and is compliance with the restrictions set forth above. In addition, Programmer warrants that its Programming does not violate copyright laws or other laws protecting intellectual property, and that all necessary copyright clearances have been obtained (including synchronization rights and music performance rights); does not infringe any trademark, trade name, service mark, or any other property right; does not contain libelous or slanderous material; and does not constitute invasion of privacy, incitement, obstruction of law

enforcement, or create a danger of injury to persons or property. Programmer shall be solely responsible for assuring that all participants and spectators are aware that the event will be cablecast and that they are consenting to the use of their likeness and image to appear the cablecast of the event.

Programmer further warrants that its Programming does not contain obscene or indecent content. Channel 6 may refuse to transmit any program or portion of such a program that contains obscene or indecent materials, that contains excessive violence or that otherwise fails to comply with the Policy on Indecent Programming attached as Exhibit 1, in its sole discretion, or any applicable laws, rules or regulations.

#### **5. PROGRAM CONTENT**

Each Programmer has responsibility for the creative control of the content of each program. It is the policy of the Channel not to preview such material for the purpose of censorship. Therefore, the Channel may insert a disclaimer at the beginning of each program stating:

THE CONTENT, VIEWS AND COMMENTS EXPRESSED ON THIS PROGRAM ARE THOSE OF THE PRODUCERS OF THIS PROGRAM AND NOT THOSE OF THE GOLDEN RAIN FOUNDATION, OR CHANNEL 6.

#### **6. PROGRAM SCHEDULING**

The Channel commits to no more than three scheduled playbacks on Channel 6 for each program. Scheduled playbacks shall appear within a forty-five day period from the original "live" cablecast date. In the event of a scheduling conflict, the Channel reserves the right to assign program scheduling as necessary. Due to limited playback time, applications will be processed and scheduled on a first come, nondiscriminatory basis to ensure that no one person or organization monopolizes cablecast time to the disadvantage of others.

#### **7. PROGRAM AND MEDIA RIGHTS**

Ownership, non-commercial copyrights and content responsibilities belong to the Programmer of the material submitted to the Channel. However, the Channel reserves the right to cablecast any program or any portion of a program at any time and for any purpose. The Channel is not responsible for loss or damage of Media submitted for cablecast. Programmers are encouraged to provide a copy of the program to the Channel, and not the original. Media left with the Channel beyond ninety days will be recycled or discarded.

#### **8. CABLECAST PREEMPTION**

The GRF, the managing agent and/or Channel 6 reserve the right to preempt any program, announcement or message to be cablecast over Channel 6 for reasons of maintenance, emergency, community public service or other rescheduling needs at its sole discretion. Preempted time due to the above reasons shall be rescheduled, if timeslots are available.

#### **9. INDEMNIFICATION AND HOLD-HARMLESS.**

Programmer shall indemnify, defend and hold-harmless GRF, the managing agent and Channel 6 and their officers, directors, agents and employees from and against any and all liabilities, damages, losses, costs and expenses (including, without limitation, reasonable attorneys' fees

and expenses of defending claims or litigation) or other injury or claim of injury arising, directly or indirectly, from or related to:

- a. Programmer's use of the Channel or the cablecast of any material provided by Programmer hereunder.
- b. Breach by Programmer of any representation, warranty, covenant or other provision of this Agreement, including but not limited to those contained in Section 4 above;
- c. Any claims which may be made by any governmental body or agency or any person or entity (including, but not limited to, Programmer or Programmer's agents or employees) in connection with the Programming or use of the System;
- d. Any injury to any person (including without limitation the Channel's agents, employees, or invitees) or damage to any property (including without limitation Channel's equipment or other assets) resulting from the Programming or use of the Channel;
- e. The content of the Programming or the Channel's use and delivery of the Programming, including but not limited to claims that the material contains false or misleading information;
- f. The violation of the rights of any third party, including without limitation any claims based on alleged or proven libel, slander, defamation, invasion of privacy, unlawful use of image, failure to obtain proper consents, wrongful publicity, misrepresentation, obscenity, indecency or other forms of speech, whether protected or not by the Constitution of the United States or any state; infringement of common law or statutory copyright, literary right or music performance or synchronization right; unauthorized use of any trademark, trade name or service mark; breach of contractual or other obligations; and any other claim arising from the production, or insertion or transmission of the Programming or any advertisements in connection with the Programming.

#### **10. INDEMNIFICATION PROCEDURE**

Channel 6, GRF and/or the managing agent ("Indemnity") shall give notice to Programmer, within a reasonable time after receiving notice of any claim, event or condition giving rise to a claim of indemnification. Indemnity shall have the right to defend any claim by a third party with counsel of its own choosing (and to be indemnified for the fees and expenses of such counsel), but Programmer may participate in any such defense with its own counsel at its own expense. Indemnity shall have the right to settle any such third party claim subject to the consent of Programmer, such consent not to be unreasonably withheld, conditioned or delayed. In all cases, the obligation to indemnify shall survive the termination or expiration of this Agreement.

#### **11. LIMITATION OF LIABILITY**

- a. This Agreement shall create no rights in any party other than Programmer on the one hand and GRF, managing agent and Channel 6 on the other. GRF, managing agent and Channel 6 are not responsible to Programmer or any other party for signal quality or for outages of whatever duration and howsoever caused. If the Channel fails or is unable for any reason to perform any of its obligations pursuant to this Agreement and as a result subscribers do not receive the Programming or receive the Programming in a technically degraded form, Programmer's sole and exclusive remedy shall be a re-cablecast of the affected Programming on the Channel. Similarly, GRF, the managing agent and Channel

6 shall not be liable for the safety of equipment, tapes, or other materials of Programmer that are in their possession, and in the event of any damage to any such equipment, tapes or other materials, for which Channel is adjudicated liable, Channel's liability shall be limited to the replacement cost of such physical material. Neither GRF, the managing agent nor Channel 6 shall have any duty to prescreen or monitor the Programming.

b. Except as specifically provided in Paragraph 10(a) above, GRF, the managing agent and Channel 6 shall have no liability for any claim, loss, damage, expense, or problem of any kind or nature, whatsoever. Nor shall there be any claim against GRF, the managing agent and Channel 6 for any damages or losses (except as provided immediately above) based upon any breach of warranty, breach of contract, negligence, strict tort, or any other legal theory arising from or otherwise relating to (i) the deficiency or inadequacy of the cablecast for any purpose or purposes whatsoever, whether or not known by or disclosed to GRF, the managing agent and/or Channel 6; (ii) any deficiency or defect in the programming or related programming materials; (iii) the use or performance of the Channel's cablecast obligations; (iv) any actual or claimed interruption or loss of services; or (v) any loss of business, income, revenue, profits, anticipated profits, or any consequential, incidental, special, direct, or indirect loss or damage to Programmer or third parties, whether or not resulting from any of the foregoing clauses or otherwise including, but not limited to, loss of savings or revenue, loss of use of the services or any associated goods, wares, or services, cost of capital, cost of procuring substitute cable or similar services, facilities or materials, down time, legal related costs and expenses or attorney fees, amounts which may become owing by the Programmer to third persons or entities as a result of the failure by GRF, the managing agent and/or Channel 6 to cablecast part or all of the Programming for any reason whatsoever, and the claims of other third persons or entities, including customers, clients, purchasers, or sellers or real property, brokers, dealers, agents, and any and all other injuries to person or property.

## **12. INSURANCE**

If Channel 6, with the approval of the GRF Board, determines that liability insurance is reasonably necessary, Programmer, at Programmer's sole expense, shall obtain and keep in force, throughout the term of this Agreement, with a reputable insurance company approved by Channel 6 and authorized to do business in California, a policy or policies of liability insurance as described in Exhibit 2, generally insuring against all perils and hazards and any negligent, willful, intentional or other conduct of Programmer, and all other risks reasonably associated with Programmer's obligations under this Agreement.

## **13. ASSIGNABILITY**

Programmer shall not relinquish, sublease, assign, sell or otherwise transfer its rights and obligations under this Agreement to any other person or entity without the express prior written consent of Channel 6.

## **14. TAXES**

Programmer agrees to indemnify and hold-harmless, GRF, the managing and Channel 6 from any tax or assessment including but not limited to excise, franchise, sales, use, utility, copyright or royalty fee or tax now or hereafter imposed or levied by any association, government or governmental agency by virtue of Programmer's activities hereunder.

**15. LEGAL STATUS**

It is understood and agreed that the business to be operated by Programmer is separate and apart from any which may be operated by GRF, the managing agent or Channel 6 and no representation will be made by any party which would create an apparent agency, independent contractor or partnership relationship or suggest or imply a joint venture.

**16. FORCE MAJEURE**

Channel 6 performances hereunder shall be excused by the occurrence of any Act of God, natural disaster, act of war, terrorist attack or other cause or occurrence beyond Channel 6 control.

**17. ENTIRE AGREEMENT**

This document constitutes the entire agreement between the parties and supersedes all prior agreements and understandings concerning the subject matter hereof. Except as otherwise provided, this Agreement may not be altered except by an instrument in writing signed by all parties hereto.

The parties execute this Agreement as of the Agreement Date.

**Programmer Channel 6**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



## Exhibit 1

### **POLICY ON INDECENT PROGRAMMING**

As authorized by federal law, it is the policy of Laguna Woods Village Television to refuse carriage of indecent or obscene programming on its system. Consequently, any provider of Programming shall not transmit, or submit for transmission, any such programming for cablecast on Channel 6.

Channel 6 does not intend to routinely pre-screen programming for indecency. Rather, Channel 6 will rely on provider's warranty, made in the Programming Agreement that the provider will not transmit, or submit for transmission, any indecent or obscene program material. However, Channel 6 reserves the right to pre-screen programming from time to time, at its discretion. If, in pre-screening programming or through notification from subscribers, officials, community residents or otherwise, Channel 6 discovers that the programming contains indecent or obscene material, Channel 6 will prohibit transmission of that programming or take other appropriate action. Any person who provides indecent or obscene programming, or submits such programming for transmission over this cable system, in violation of this policy or in breach of the warranties made in its Programming Agreement will subject the Programming Agreement to immediate termination.

Indecent material is defined by the federal Communications Act as "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." 47 U.S.C. § 532(h)". In evaluating whether material is indecent, Channel 6 will apply a good faith judgment under this standard, and may look to such explanations published by the FCC or other authority that may come to attention of Channel 6.

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## Exhibit 2

### INSURANCE LIABILITY INSURANCE

**Programmer is required to maintain the insurance coverage detailed below.**

Programmer shall obtain and maintain insurance coverage complying with the following requirements:

Amount of Coverage: \$1 Million Dollars (\$1,000,000.00)

The following requirements apply:

1. Terms to cover any and all perils, hazards, negligent and willful conduct of Programmer.
2. Terms to cover cable caster liability and errors and omissions.
3. The Golden Rain Foundation, the managing agent and Channel 6 to be additional insured.
4. Presentation of evidence of coverage will be required before Channel 6 will sign the Programming Agreement.
5. Certificate to warrant that insurance shall not be canceled or modified except upon the delivery of 30 days' prior written notice to Channel 6, such cancellation without replacement giving Channel 6 the right to immediately terminate this Agreement.
6. Certificate to indicate coverage for the entire term of this Agreement or Programmer shall provide (and shall continue to provide) subsequent certificates of insurance so as to provide to Channel 6 evidence of continuous insurance coverage that satisfies the above requirements throughout the Term of this Agreement.