



# Those Weekend Golf Guys

The Voice of the Average Golfer

**Agreement** as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (hereinafter referred to as "The Effective Date") between Radio Station \_\_\_\_\_ (hereinafter referred to as the "Station") and serving the Arbitron designated market of \_\_\_\_\_ (hereinafter referred to as the "Market") and **Those Weekend Golf Guys, LLC** (hereinafter referred to as the "Producer") with respect to a certain radio program named "Those Weekend Golf Guys" (hereinafter referred to as the "Program")

In consideration of the mutual covenants hereinafter set forth and other valuable considerations the parties agree as follows:

1. **License:** The Station hereby agrees to become exclusive over-the-air licensee in the Market for the radio broadcast of the Program.
2. **Term:** The term of this Agreement (hereinafter referred to as the "Term") shall be \_\_\_\_\_ from the Effective Date. This Agreement is transferable and enforceable in the event the Station is sold.
3. **Fee:** In exchange for receiving the Program, the Station agrees to pay the Producer \$ zero per week.
4. **Airtime:** The station shall air the Program, including all commercial inventory that might be provided with each Program, each \_\_\_\_\_
5. **Ownership:** The station agrees the Program is and shall remain the property of the Producer.
6. **Indemnification:** The Station accepts full liability for airing the Program, and shall hold the Producer harmless from and against any loss, expense, or damage occasioned by any claim, demand, suit, or recovery against the Producer arising out of airing of the Program
7. **Rights:** The Producer warrants, to the best of its knowledge, the rights for any music contained in the Program are controlled by ASCAP, BMI or SESAC; or are in the public domain. The Station warrants it holds a license from ASCAP, BMI or SESAC to publicly air or play such music.
8. **Use:** The Station agrees the Producer is supplying each episode of the Program to air solely on the Station in the Market within each episode's specified three (3)-day broadcast period. The Station shall not supply the Program to any other radio station.
9. **Assignment:** The Producer may assign this Agreement, and any of its rights hereunder, to any person. The Station shall have the right to assign this Agreement, provided the assignee or transferee assumes all the obligations of the Station under this Agreement and the Station obtains the written consent of the Producer
10. **Governing law:** This Agreement shall be governed by, and construed in accordance with, the internal law of the State of Indiana applicable to contracts executed and performed wholly therein, without regard to choice of law principles. The parties hereby consent to the exclusive jurisdiction and venue of the federal and state courts of the State of Indiana, located in Bartholomew County, as the exclusive forum for the resolution of any disputes hereunder.
11. **Validity:** If any provision of this Agreement shall be invalidated, such invalidity shall not affect the validity of the other provisions of the Agreement.
12. **Partner:** The Producer reserves the right to name a syndication partner to act on its behalf in the production, distribution, and stewardship of the Program, and to change this syndication partner with written notification to the Station. Such naming or designation shall in no way change the rights and obligations of both parties herein.
13. **Modifications in writing:** This Agreement constitutes the entire agreement between the parties hereto and shall not be modified, amended, or changed in any way except by a written agreement signed by both parties hereto
14. **Binding:** This Agreement is binding on the Station, its successor and assigns.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

Producer \_\_\_\_\_ Station \_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_

Authorized signatory, Title

Authorized signatory, Title