



## **Here's A Thought Affiliate Agreement**

**THIS AGREEMENT** (the "Agreement") made as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between Dr. Gary Probst ("GP"), a provider of syndicated radio programming, Here's A Thought, and \_\_\_\_\_ radio station (the "Licensee").

In consideration of the mutual promises and covenants set forth in this Agreement, the parties hereby agree as follows:

### **Section 1. Grant of License**

1.1 GP hereby grants Licensee a market exclusive, as determined by Nielsen's Metro Survey Area, to broadcast Programming over the radio signal of the Licensee in accordance with the terms and conditions set forth herein.

1.2 GP shall retain all right, title and interest in Programming, including, without limitation, to the copyrights therein.

1.3 Licensee agrees that it shall not redistribute, share or provide Programming to any party not licensed to use such Programming.

### **Section 2. Assessment.**

2.1 In consideration for the license granted in Section 1 of this Agreement, Licensee shall provide to GP the Assessments as set forth in this section.

2.2 In consideration for the license granted for Programming, Licensee shall provide the following advertising inventory schedule, free of any cost or expense, one thirty second commercial, per Here's A Thought feature, embedded within programming.

2.3 Disposition of Inventory. GP shall have the right to sell, or name a designee to sell, to third party advertisers the advertising inventory it has received pursuant to this Agreement. Commercials to be cleared during such time will be supplied to the Licensee through on-air network programming or any other means as determined solely by GP or its designee.

2.4 Affidavits. Upon request, Licensee will deliver to GP or its designee, on forms provided by GP or its designee, complete and duly executed reports, affidavits, or certificates of performance with respect to Licensee's broadcasting of commercials to meet its advertising inventory obligations during each broadcast week. Accurate and timely delivery of affidavits of performance is a material element of this Agreement and the failure to provide in a timely and accurate manner shall constitute a material breach of this Agreement.

2.5 Delivery of Inventory and Make Goods. Station shall broadcast the commercials provided by Licensee as required by the advertising inventory obligation schedule. In the case that Licensee fails to air any one commercial, Licensee shall provide GP with advertising inventory of the same length and number as such preempted commercials.

**Section 3. Term.**

3.1 The term of this Agreement shall commence on \_\_\_\_\_ and continue in effect unless terminated as provided herein. Throughout the term of this agreement, Licensee agrees to air the Here's A Thought radio feature a minimum of once per day, Monday through Friday, 5a – 12m. Either party may terminate this Agreement by written notice submitted to the other with 30 days prior notice.

**Section 4. Material Breach.**

4.1 If Licensee fails to provide GP the assessment, or otherwise breaches the provisions hereof, GP may, at its option, suspend Programming until such breach is cured or terminate this Agreement. Upon termination of this Agreement, Licensee shall be liable to GP for any outstanding assessment or advertising inventory obligation.

**Section 5. Limitation of Liability.**

5.1 GP shall not be liable to Licensee or to any sponsor or advertiser using the facilities of Licensee's station for any loss, damage or claims resulting from the use of Programming, from interruptions caused by the mechanical or electronic breakdowns, failures in transmission, or other causes.

**Section 6. Entire Agreement.**

6.1 This Agreement constitutes the entire Agreement of the parties relating to the subject matter hereof. This Agreement supersedes as of its effective date, any preceding oral or written agreement between the parties.

**Section 7. Representations and Warranties.**

7.1 Licensee asserts that Licensee has the full power and authority to enter into the Agreement, to execute and deliver the Agreement and to carry out the terms of this Agreement.

**Section 8. Indemnification.**

8.1. Licensee agrees to indemnify and hold harmless, GP, its employees, and agents from any and all claims arising in whole or part from Licensee's use of Programming.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Here's A Thought

Licensee

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

By: \_\_\_\_\_  
*signature*

Name: Dr. Gary Probst

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

Title: Owner / Host

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

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

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