



The Drive Car Show Affiliate Agreement

THIS AGREEMENT (the "Agreement") made as of this _____ day of _____ 20____, between , The Drive with Lauren and Karl aka The Drive Car Show ("Producer"), a provider of syndicated radio programming and radio station _____ (the "Licensee").

WHEREAS, The Producer, is a provider of radio programming, The Drive with Lauren and Karl aka The Drive Car Show, ("Programming") and has the right to distribute such programming to the Licensee.

WHEREAS, Licensee is interested in receiving radio programming created by the Producer and broadcast over Licensee radio station.

WHEREAS, the Producer desires to grant, and Licensee desires to obtain, a license to use Programming subject to the terms and conditions set forth herein.

NOW, THEREFORE 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 Producer 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 Producer 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 the Producer 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, six commercial minutes per hour during the broadcast of Programming.

2.3 Disposition of Inventory. Producer 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 the Producer or its designee.

2.4 Affidavits. Within thirty (30) days of the end of each standard broadcast month, Licensee will deliver to Producer or its designee, on forms provided by Producer 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 Producer 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 until terminated as provided herein. Either party may terminate this Agreement by written notice submitted to the other by certified mail, return receipt requested, with 90 days prior notice.

Section 4. Material Breach.

4.1 If Licensee fails to provide to Producer the assessment, or otherwise breaches the provisions hereof, Producer 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 Producer for any outstanding assessment or advertising inventory obligation.

Section 5. Delivery of Programming.

5.1 Producer shall, in consultation with Licensee, determine the best means for delivery and reception of Programming and Producer shall use commercially reasonable efforts to deliver Programming by that means.

Section 6. Limitation of Liability.

6.1 Producer 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 7. Entire Agreement.

7.1 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 8. Representations and Warranties.

8.1 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 9. Indemnification.

9.1. Licensee agrees to indemnify and hold harmless, Producer, it's 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.

THE DRIVE CAR SHOW

LICENSEE

By: _____

By: _____

Name:

Name:

Title:

Title: