

## **AFFILIATION AGREEMENT**

This agreement is entered into on this \_\_\_\_\_ by and between **CREATIVE VOICE & MEDIA** (hereinafter "CVM"), a sole proprietorship owned by Tonia King having a primary place of business at **PO Box 906, Northfield, Massachusetts 01360** and \_\_\_\_\_ (hereinafter "Broadcaster") an owner and/or operator of a Radio Station(s) (hereinafter "Station") licensed by the Federal Communications Commission to broadcast from a city or cities entitled \_\_\_\_\_ having a principal place of business at \_\_\_\_\_.

WHEREAS CVM creates a jazz music program generally referred to as "*Jazz Variations*" or by any other program title hereafter given by CVM, which program will hereafter be referred to for convenience as the "Program", and which Program is about 2 hours in length, unless changed by a writing assented to by Broadcaster.

WHEREAS Broadcaster desires to broadcast on its above-identified Station CVM's Program on a regular basis:

NOW THEREFORE, in consideration of the mutual promises described below, CVM and Broadcaster hereby agree as follows:

1. **CVM GRANT OF LICENSE:** CVM here by grants to Broadcaster a license to broadcast the Program over its Station at intervals of one time(s) per week during the term of this Agreement.
2. **PROGRAM BROADCAST:** Broadcaster hereby agrees to broadcast the Program in its entirety including any sponsorship announcements at \_\_\_\_\_ on the day(s) of \_\_\_\_\_ during each month including (or excluding, indicate which) official US Government holidays throughout the term of this Agreement. Broadcaster further agrees to broadcast the Program in its entirety without any interruption, except for any permitted local commercial announcements and/or station identification, and to broadcast the Program only as delivered by CVM without any deletion or addition of any nature. Broadcaster acknowledges and understands that by this Agreement Broadcaster does not acquire any rights to record or reproduce in anyway the Program or any portions thereof for rebroadcast or redistribution or for any purpose, except for creation of promotional announcements for promotion of the Station and/or the Program.
3. **COMPENSATION:** Broadcaster agrees to broadcast on the Station as part of the Program four (4) minutes of billboard sponsorships during the Program per hour, automatically included in the pre-recorded program. Broadcaster acknowledges that CVM has sole discretion to select those announcements, and that only CVM is to be paid by the entities for whom the billboard announcements are presented within the Program.
4. **DELIVERY:** CVM shall deliver to Broadcaster via FTP, Dropbox or Google each week's installment of the Program. Said delivery to Broadcaster by CVM shall be made about 3-5 days prior to the intended date of broadcast by Broadcaster.
5. **INTELLECTUAL PROPERTY RIGHTS:** All intellectual property rights in the Program, and any commentary within the program, etc. and trademark rights in a title for the Program (e.g. *Jazz Variations*), and/or CREATIVE VOICE & MEDIA, etc. shall remain the exclusive property of CVM and Tonia King. Other intellectual property rights used within the Program owned by third parties, such as copyright rights in music within the program, for which CVM has received a license for usage or otherwise has permission for usage shall remain the property of those third parties and by this Agreement Broadcaster acquires no interests in any intellectual property rights within the Program.
6. **EXCLUSIVITY, TRANSFER TO STATION:** A) CVM agrees that it will not grant a right to broadcast the Program on any radio station licensed within any community located within a radio metro market within a community of license of the Broadcaster and its Station, which community of license of the Broadcaster or station is referred to as a "protected area". Broadcaster recognizes and acknowledges that the Program is not exclusive outside the protected area, and CVM will endeavor to license other broadcasters to broadcast the Program outside the protected area. B)

Broadcaster shall notify CVM immediately upon the filing of any application or related documentation with the FCC for an assignment of its license to operate the Station or transfer control, including but not limited to, a sale of assets. In any agreement for assignment or transfer of control of a Station owned or operated by Broadcaster that is licensed under this Agreement to Broadcast the Program, Broadcaster shall use its best efforts to obtain assent of the purchaser or transferee of the Station to perform all of the obligations of Broadcaster under this Agreement that remain to be performed, beginning on the date when said purchaser or transferee of the Station assumes operation of the Station.

7. TERM OF THE AGREEMENT: A) The term of this Agreement shall be for fifty-two consecutive weeks, commencing on \_\_\_\_\_ and shall be renewed automatically for consecutive fifty-two week periods without any notice between CVM or Broadcaster, unless either CVM or Broadcaster gives written notice to the other party by certified mail to the addresses listed herein of the parties of its intention to terminate the Agreement at the expiration of one of the fifty-two week periods, or unless the Agreement is otherwise terminated pursuant to sub-sections "B" or "C" of this section. B) CVM or Broadcaster may terminate this Agreement for any reason by giving the other party not less than thirty (30) days written notice by certified mail to the address listed herein. C) CVM may terminate this Agreement for a breach of this Agreement by giving Broadcaster no less than ten (10) days written notice by certified mail to the address listed herein, provided Broadcaster fails to cure such breach within that ten (10) day period. Termination of this Agreement pursuant to subsection "C" is not to be deemed a waiver of any other rights CVM may have against Broadcaster for such breach of this Agreement.
8. LICENSE FEES: Broadcaster shall be solely responsible for and will pay all necessary fees subject to ASCAP, BMI or SESAC and any other licensing society or entity as are necessary for the broadcast of the Program as in the ordinary course of Broadcaster's business. Broadcaster hereby indemnifies CVM and agrees to hold CVM harmless against any claims, costs and expenses which may be incurred as a result of any failure by Broadcaster to make such payments or necessary fees for broadcast of the Program on the Station or against any claims that CVM is responsible for any such payments. Broadcaster shall pay all taxes levied on its possession, broadcast use or right to use the material within the Program supplied by CVM.

OTHER RIGHTS: In the event of termination of this Agreement for any reason, Broadcaster agrees to immediately cease broadcast of the Program (including cessation of broadcast of any copies of the Program) within a time stated in this Agreement. Broadcaster acknowledges that failure to cease broadcasting would be a material breach of this Agreement, and will otherwise damage and irreparably harm CVM.

MISCELLANEOUS: A. This Agreement shall be governed and construed according to the laws of the Commonwealth of Massachusetts, and the parties hereto consent to the personal and subject matter jurisdictions of courts within the Commonwealth of Massachusetts. B) This Agreement may not be modified or amended except by a written instrument signed by both parties hereto. In the event any term or terms of this Agreement are held invalid by statutory change, court action or other legal act, the remaining terms shall remain valid and enforceable. C) Broadcaster may not assign its obligations and/or rights under this Agreement to any other party without the express written assent of CVM or its successor. D) CVM shall provide Broadcaster with custom promotional announcements promoting the Program. E) Each of the parties hereto represents and warrants to the other that the person executing this Agreement is authorized to do so. F) This Agreement becomes effective and binding upon the signature of the last party to sign.

ACCEPTED AND AGREED TO BY: \_\_

\_\_\_\_\_  
Broadcaster's Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Creative Voice & Media

\_\_\_\_\_  
Date