



## OSOSOCIAL SALES FEE and AIR TIME BROADCASTING AGREEMENT

### SALES FEE PRODUCTIONS

Submitter's Name, as it is on your state ID. \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

Address 2 \_\_\_\_\_

Phone \_\_\_\_\_ Ext \_\_\_\_\_

Email \_\_\_\_\_ Website \_\_\_\_\_

Name Of Production \_\_\_\_\_

Name Of Production's Legal Owner \_\_\_\_\_

Legal Owner's Phone \_\_\_\_\_ Ext \_\_\_\_\_

Name Of Production Company \_\_\_\_\_

Production Company Phone \_\_\_\_\_ Ext \_\_\_\_\_

If you have a Production video/film on our O SO SOCIAL TV CHANNEL, on ROKU, you will be subjected to many television broadcasting opportunities. Such as participating in our VOD, AVOD, SVOD and or our TVOD Programs, using placement categories like ACTION, COMEDY and MUSIC VIDEOS, plus more. Or we may offer your production, your own category, allowing you to bring independent content to the O SO SOCIAL TV CHANNEL, Community.

1. When you come on as a DIRECT AVOD Program, who purchased airtime to be on one of our categories, you will see your episodes play in its post production entirety. It is your responsibility to send no more than a PG-13 or the equivalent television rating of TV-PG rated program to view on our CHANNEL. If the program is submitted and the rating is higher than the earlier stated rule/policy, the production/program will be rejected and the Client will be charge for all of the engineering associated with handling the production.
2. If any DIRECT AVOD or SUBSCRIBER VOD Sales Fee Production Client re-up for the following Quarters, and we approve the next season, their re-up Sales Fee will be the same as the original Sales Fee. However, if there is a break in the agreement, for more than 3 business days into the new Quarter, the Production Sales Fee will be increased by 10% of the original rate. All Clients must be on time for all deadlines.
3. All other VODs are Subscription Based and those VOD Programs are revenue generated by 1/3 of the gross profit. You, the Production will receive their very own category in these cases and will be independent of O SO SOCIAL DIRECT AVOD PROGRAM, while maintaining the rating rules of no more than a "PG" rating and policy that set all guidelines for the relationship of the purchased airtime. Independent subscriber VOD Client. Other rules that you the production must follow, is Executive Orders. Executive Orders are those rules, regulations and instant decisions that are made on rules that already exist and circumstances that may not have current policy to be guided by. The Executive who bears the power to Vito, change or create new policy on a whim, is William G. Bush Schley. In his absents, The combination of Diana C. Schley and William Patterson will be authorized to make and or create said decisions, as a temporary fill in, until the decision is adjusted by the Executive, William G. Bush Schley.

#### **SALES FEE COST FOR OUR CATEGORIES**

1. PODCAST TV \$50.00 PER EPISODE & \$25.00 PER SONG.
2. MUSIC VIDEOS \$30.00 PER VIDEO.
3. ALL ONE TIME MOVIES CATEGORIES ARE \$150.00 AN EPISODE.
4. SUBSCRIBER CATEGORY.
5. ALL COMMERCIALS EMBEDDED INTO YOUR PRODUCTION WILL INCUR AN EXTRA COST TO THE PRODUCTION. THE PRODUCTION WILL PAY 30% FOR EACH SLOT THAT AIRS, DURING THE AIRING OR RUNNING OF THE PRODUCTION.
6. FROM TIME TO TIME, A FEE OR COST MAY CHANGE.
7. ALL FEES & COST MUST BE PAID UP FRONT. BEFORE OR DURING THE ARRIVAL OF YOUR PRODUCTION TO O SO SOCIAL TV. SUBMISSIONS ARE SENT BY EMAIL AT: \_\_\_\_\_.

We only accept the format of 1920X1080P-HD at 422.

If you agree to all of the terms in this agreement, initial here. \_\_\_\_\_

If you understand that no fees and or cost will not be changed, unless the Network's Executive initiate the change, initial here. \_\_\_\_\_

**The Submitter above, attest that they have the rights to submit the Production being Submitted and that with those rights that they are authorized to make a submission of the Production. They also attest that everyone who's image, likeness and voice, who was filmed or videotape in any way, for said production, have given the Production submitting the production product ie film/video the license to offer license to OSOSOCIAL TV & its MEDIA NETWORK the rights to air and or broadcast their likeness and or voice on what ever media or format that OSOSOCIAL TV deemed needed to create an entertaining viewer experience for the public and any other groups, or single individual to see, and that the above statement will serve as the release form, for all involved.**

\_\_\_\_\_ Date \_\_\_\_\_  
**Production Legal Owner**

Streaming Company: OSOSOCIAL TV

Title Of Screenplay/Production:

I am submitting to you herewith the above referenced screenplay/production (hereinafter referred to as the "material") pursuant to the following terms and conditions.

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2. I represent and warrant that I am the material's author; that I am sole owner of the right, title and interest in and to the material; that I have the authority to make this submission and to grant the rights being conveyed to you hereunder; that the material does not infringe upon a third party's copyright; that the material does not violate anyone's right of privacy nor is it defamatory. I agree to indemnify you and hold you harmless from any claims, losses, judgments, and expenses (including reasonable legal fees and costs) that are incurred by you due to my breach of the aforementioned warranties and this Submission Release.

3. I understand that you create screenplays and productions in-house and, as such, that you may be developing a screenplay or production that is similar to the material that I am submitting to you. Furthermore, I am also aware that a third party may submit a screenplay or project to you that is comparable to mine, which you may decide to acquire and produce of air. You may produce said screenplay or project, without any obligation to me of any kind, a screenplay or project that though similar to the material was independently created by a third party or you.

4. I agree that any portion of the material that may be freely used by the public, because it is not protected under copyright law or is in the public domain, may be utilized by you. The material which you are free to use without any obligation to me shall be referred to as "unprotected material" henceforth. If all or any part of said material is not unprotected material because it is protected under copyright law, then it shall be referred to herein as "protected material."

5. If you use or cause to be used any of the protected material, you will pay me the revenue as agreed, from the Sales Fee agreement that is attached to this document.

6. I acknowledge that we have a fiduciary and confidential relationship at this time.

7. This agreement shall be governed by the laws of the state of California, applicable to agreements executed and to be fully performed therein.

8. In the event of any dispute concerning the material or concerning any claim of any kind or nature whatsoever, arising in connection with the material or arising in connection with this agreement, such dispute will be submitted to arbitration. We hereby waive any and all rights and benefits, which we may otherwise have or be entitled to under the laws of California to litigate any such dispute in court, it being the intention of the Parties to arbitrate, according to the provisions hereof, all such disputes. Either party may commence arbitration proceedings by giving the other party written notice thereof by registered mail and proceeding thereafter in accordance with the rules and procedures of the American Arbitration Association. The arbitration shall be conducted in the County of San Joaquin, State of California and shall be governed by and subject to the laws of the State of California and the then prevailing rules of the American Arbitration Association. The arbitrators' award shall be final and binding and a judgment upon the award may be enforced by any court of competent jurisdiction.

9. I hereby state that I have read and understand this agreement and that no oral representations of any kind have been made to me and that this agreement states our entire understanding with

reference to the subject matter hereof. Any modification or waiver of any of the provisions of this agreement must be in writing and signed by both of us.

**SLY BROADCASTING TV & MEDIA NETWORK LLC., their assigns, agents, licensees, clients affiliates, principals, and representatives the absolute right and permission to copyright, use, exhibit, display, print, reproduce, televise, broadcast and distribute, for any lawful purpose, in whole or in part, through any means without limitation, my image or likeness to photo or voice in/on any film video and audio or any other media or scenes containing both, all without inspection or further consent or approval by the undersigned of the finished product or of the use to which it may be applied.**

Sincerely,

**Writer:**

**Submitter:**

**Production Company:**

**Authorized Signer:** \_\_\_\_\_ **Date** \_\_\_\_\_