

Talk Media Network

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Free Talk Live License Agreement

Station information:

Station ("Licensee"): _____ Company Name: _____
City of License: _____ Co. Address: _____

Show Name (the "Program"): Free Talk live

Pledged Air Time(s): _____

- 1. AGREEMENT:** Licensee hereby agrees to become an affiliate for the Program provided by Talk Media Network, LLC ("Licensor").
- 2. BROADCAST TIME:** Licensee agrees to air the Program at its pledged air time(s).
- 3. COMPENSATION:** Licensee agrees to air the Program, including all six (6) minutes of network barter ads. All other commercial inventory, and revenues from such inventory, shall be retained by Licensee.
- 4. PREEMPTIONS:** Make goods of commercial units due to Licensor are not required if any Program is preempted by scheduled sports broadcasts, breaking news, severe weather, or matters of public safety.
- 5. MARKET EXCLUSIVITY:** This License to broadcast the Program shall be exclusive to Licensee during the Term hereof for the Licensee's City of License. Any change in Licensee's coverage area must be made to Licensor prior to the effective date of any such modification.
- 6. TERM:** The term of this agreement shall commence on _____, and shall continue unless terminated by either party with thirty (30) days written notice at any time.
- 7. STREAMING:** Licensor authorizes Licensee to distribute The Program via the Licensee's real-time Internet audio stream at _____, per the compensation terms in Section 3.
- 8. PROOF OF PERFORMANCE:** Following the end of each broadcast month, if requested, Licensee shall submit to Licensor, complete and accurate affidavits as proof of broadcasting national commercials.
- 9. PERFORMANCE ROYALTIES:** Licensee shall be solely responsible for the payment of any public performance music licenses or royalty payments which may be required to be paid to any party such as BMI, ASCAP, SESAC, or any like organization on account of the broadcast of any music contained in the Program.
- 10. INDEMNIFICATION:** Licensee hereby indemnifies and holds Licensor harmless, from and against any and all claims, damages, liabilities, costs and expenses arising out of the broadcast of the Program distributed by Licensor. Licensee knowingly and willfully assumes any and all claims, damages, liability, costs and expenses arising from the broadcast by Licensee of any Program or material excerpted from the Program.
- 11.** Licensor and Licensee agree to accept and rely on facsimile transmitted or PDF file, signed documents as if they bore original signatures.
- 12.** This Agreement shall be governed by the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written below.

By: _____ By: _____

Print Name: _____ Josh Leng
Title: _____ Date: _____ CEO, Talk Media Network, LLC