

AFFILIATE AGREEMENT

**Classic Artists Today
P.O. Box 5143
Virginia Beach, VA 23471
757-375-3468 757-270-8964**

Call Letters _____ AM or FM (Circle) Power _____

City of License _____ State _____

Mailing Address _____

E-Mail Address _____

Main Contact Person _____ Title _____

Phone () _____ Fax () _____

When will you broadcast the show? (Day/Time) _____

Agreement by and between _____ (“STATION”) and
CLASSIC ARTISTS TODAY (“PRODUCER”) dated as of the _____ day of _____,
20__

1. STATION agrees to broadcast PROGRAM (as defined in Paragraph 7 herein) in its entirety each week, over the facility indicated below and at the time(s) indicated above.
2. STATION agrees to run the :30 promotion each week of the show no less than 10 times per week.
3. STATION may change the time of the broadcast of the PROGRAM at its discretion, provided (A.) STATION informs PRODUCER of the new broadcast time at least thirty (30) days prior to such change and (B.) STATION’s new broadcast time for the PROGRAM is during one or more of the following weekly time periods: Friday from 6:00 PM – Midnight, Saturday from 6:00 AM – Midnight or Sunday from 6:00 AM – Midnight
4. The term of the agreement shall be one (1) year beginning on _____ and shall automatically renew for subsequent one year periods (the “RENEWAL TERMS” or, singularly, the “RENEWAL TERM”). During any RENEWAL TERM, either party may cancel this agreement by giving the other party at least thirty (30) days prior written notice.
5. TRIAL PERIOD: Station may “opt out” of this agreement at anytime within the first 90 days by notifying PRODUCER via U.S. Postal Service Certified Mail.
6. STATION agrees to all additional provisions of this agreement on Page 2 of this document.

ACCEPTED AND AGREED STATION:

CLASSIC ARTISTS TODAY:

Authorized Station Official Date

R.K. White Date

Name Title (Please Print)

“CLASSIC ARTISTS TODAY” AFFILIATION AGREEMENT (continued) Initials _____

7. **OBLIGATIONS OF PRODUCER.** PRODUCER shall deliver to STATION each week one (1) recorded radio program titled “Classic Artists Today” (the “PROGRAM”) for broadcast over the facilities of the STATION. The PROGRAM shall be one hour in length, less commercial time provided to STATION, and PRODUCER agrees that such commercial time shall be no less than three (3) minutes. PRODUCER shall include in the PROGRAM commercials for PRODUCER’S sponsors (the “NETWORK COMMERCIALS”), the total cumulative length of which shall not exceed three (3) minutes. PRODUCER shall ensure that the PROGRAM will adhere to commonly-accepted standards of quality for similar radio programs.
8. **OBLIGATIONS OF STATION.** STATION agrees to broadcast the PROGRAM in its entirety each week on the facility(ies) and at the time(s) indicated on Page 1 of this agreement, and shall not edit the PROGRAM in any way; however, any segments of the PROGRAM designated by PRODUCER as “optional” may be omitted at STATION’S sole discretion. STATION may, in its sole discretion, broadcast the PROGRAM at another time, or not broadcast it at all, in times of local or national emergency, or on occasions when another program of outstanding local or national importance is broadcast. Under such circumstances, or if for any other reason STATION fails to broadcast PROGRAM, STATION shall broadcast all NETWORK COMMERCIALS included in the PROGRAM during the weekly time periods indicated in Paragraph 3(b) herein. STATION agrees to provide affidavits certifying that the NETWORK COMMERCIALS were broadcast in accordance with this agreement. Such affidavits shall be provided on forms furnished by PRODUCER and shall be delivered monthly, at STATION’S sole expense, to PRODUCER within thirty (30) days following the end of the month to which they pertain, or at such other times as PRODUCER may request. STATION shall be responsible for any and all costs associated with the broadcast of the PROGRAM on the STATION, including, but not by way of limitation, any and all license fees payable to any performing rights associations such as American Society of Composers, Authors, and Publishers (ASCAP), Broadcast Music, Inc. (BMI) or SESAC, Inc., or to any other such organization(s) commonly accepted by the broadcast industry or authorized by law to receive such payments. STATION agrees to review the PROGRAM upon receipt for technical defects and, if any such defect is detected, to immediately notify PRODUCER of the defect and request another copy. PRODUCER shall not be responsible for technically deficient and/or damaged discs or Web-based download if STATION fails to notify PRODUCER of such defect in a timely, as determined solely by the PRODUCER, manner.
9. **TERMINATION.** In addition to its right to terminate this agreement as stated in Paragraph 4 herein, PRODUCER may terminate the agreement immediately upon the occurrence of one or more of the following: a) STATION fails to submit affidavits as required in Paragraph 7 herein; b) STATION fails to broadcast NETWORK COMMERCIALS as required herein; c) Any change in ownership, city of license, frequency, or power of the STATION; d) STATION fails to notify PRODUCER of changes in the broadcast time of the PROGRAM as required by Paragraph 3 herein; e) PRODUCER ceases production of the PROGRAM; f) STATION fails to notify PRODUCER of changes in address, phone number, or other contact information; or g) Both parties agree in writing with signature to terminate this agreement.
10. **NOTICES.** All correspondence regarding the PROGRAM or this agreement shall be made to the following addresses:
- | | |
|--|--------------------------|
| If to STATION: | If to PRODUCER: |
| Address indicated in “Station Information” | Classic Artists Today |
| On Page 1 of this document | P.O. Box 5143 |
| | Virginia Beach, VA 23471 |
11. **ADDITIONAL PROVISIONS.** This agreement shall be governed by the laws of Virginia and all courts having jurisdiction therein. In the event of a breach of this agreement, PRODUCER shall be entitled to reasonable attorney’s fees, court costs, and appropriate damages. STATION assumes all liability arising from the broadcast of the PROGRAM and agrees to indemnify and hold harmless PRODUCER from any claims arising therefrom. Signatures transmitted by facsimile and/or electronically shall be accepted as original by both parties hereto. The captions used herein are intended solely for the convenience of the parties hereto and shall not be construed to have any bearing on this agreement.

