



1104 Navaho Drive  
Brentwood, TN 37027  
Phone (800) 991-2008  
Toll Free FAX (866) 316-8296

### AFFILIATION AGREEMENT

**Please sign and FAX BOTH SIDES of this agreement to (866) 316-8296**

Call letters \_\_\_\_\_ (check one)  AM  FM Frequency \_\_\_\_\_ Power \_\_\_\_\_

City of License \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_

STATION agrees to carry (check one)  1 Hour  2 Hours  3 Hours of PROGRAM content.

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

Mailing Address \_\_\_\_\_

City, State, ZIP \_\_\_\_\_

E-Mail Address \_\_\_\_\_ Phone (office) (\_\_\_\_\_) - \_\_\_\_\_

(studio hotline) (\_\_\_\_\_) - \_\_\_\_\_ (fax) (\_\_\_\_\_) - \_\_\_\_\_

Primary Station Contact \_\_\_\_\_ Title \_\_\_\_\_

AGREEMENT by and between \_\_\_\_\_ (“STATION”) and  
BLUEGRASS RADIO NETWORK, INC. (“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 promotional spot included with each weekly edition of show no less than 10 times per week.
3. STATION may change the time of its 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 P.M. – Midnight  
Saturday from 6:00 A.M. – Midnight or Sunday from 6:00 A.M. – Midnight
4. The term of this 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 simply writing cancel on the agreement and faxing back to BRN (866) 316-8296.
6. STATION agrees to all additional provisions of this agreement on Page 2 of this document.

ACCEPTED AND AGREED STATION: : BLUEGRASS RADIO NETWORK, INC.

\_\_\_\_\_  
Authorized Station Official Date

\_\_\_\_\_  
Terry Herd President Date

\_\_\_\_\_  
Name / Title (Please Print)

- 7. **OBLIGATIONS OF PRODUCER.** PRODUCER shall deliver to STATION each week one (1) recorded radio program titled “Into The Blue” (the “PROGRAM”) for broadcast over the facilities of the STATION. The PROGRAM shall be three hours in length, less commercial time provided to STATION, and PRODUCER agrees that such commercial time shall be no less than six (6) minutes per hour. PRODUCER shall provide the PROGRAM to STATION on a single data CD or, with STATION’s consent, by digital download. PRODUCER shall include in the PROGRAM commercials for PRODUCER’s sponsors (the “NETWORK COMMERCIALS”), the total cumulative length of which shall not exceed six (6) minutes per hour. 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 on the facility(ies) and at the time(s) indicated on Page 1 of this document, 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 the 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 SESAC, Inc., Broadcast Music, Inc. (BMI), or the American Society of Composers, Authors, and Publishers (ASCAP), 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 if STATION fails to notify PRODUCER of such defect in a timely, as determined solely by PRODUCER, manner.
- 9. **TERMINATION.** In addition to its right to terminate this agreement as stated in Paragraph 4 herein, PRODUCER may terminate this 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 the 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) STATION fails to notify PRODUCER of changes in address, phone number, or other contact information; f) PRODUCER ceases production of the PROGRAM; or g) Both parties agree in a signed writing to terminate this agreement.
- 10. **NOTICES.** All correspondence regarding the PROGRAM or this agreement shall be made to the following addresses:  
  

<p><b>If to STATION:</b></p> <p>Address indicated in “Station Information” on Page 1 of this document</p>	<p><b>If to PRODUCER:</b>            BLUEGRASS RADIO NETWORK, INC.            P.O. Box 112000            Nashville, TN 37222            615-377-7077 Phone/Fax</p>
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- 10. **ADDITIONAL PROVISIONS.** This agreement shall be governed by the laws of Tennessee 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 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.