

UNITED STATIONS RADIO NETWORKS, INC.
The Bootleg Kev Show
AFFILIATION AGREEMENT

AFFILIATION AND PROGRAM LICENSE AGREEMENT dated as of _____, **2021** (this "Agreement"), by and between UNITED STATIONS RADIO NETWORKS, INC., a New York corporation ("USRN"), and _____ ("Broadcaster"), the owner and operator of Radio Station _____ ("Station"), licensed by the FCC to the city of _____ ("City of License").

Subject to compliance by Broadcaster and the Station with the terms and provisions of this Agreement, including the Standard Terms and Provisions set forth on the reverse hereof (which are incorporated herein and made a part hereof) provisions or attachments, hereto (if any), USRN hereby grants to Broadcaster a limited license to broadcast, on the Station only, the Program (as hereinafter defined) upon the terms and provisions and subject to the conditions herein set forth.

1. **PROGRAM LICENSE.** This Agreement pertains to USRN's daily (Monday-Friday) program of 5 hours in length, entitled **The Bootleg Kev Show** (the "Program"). USRN hereby grants to Broadcaster and Broadcaster hereby accepts the right to broadcast the Program, from commencement to completion including, without limitation, all network commercial announcements therein contained, on the Station during the term of this license granted by this Agreement.

2. **TERM.** The term of the license granted hereby shall be for fifty-two (52) consecutive weeks, commencing on _____, **2021**, and shall continue automatically without any notice or action by any party for consecutive periods of fifty-two (52) weeks, unless a notice of non-extension is given by either party upon ninety (90) days' written notice prior to the auto-renewal date or if the license is terminated as otherwise provided herein.

3. **BROADCAST OF PROGRAM.** Broadcaster shall broadcast the Program on the Station on Monday-Friday (day) between the hours of 03:00 PM and 07:00 PM (times being local Station time) in the Station's City of License only. Except for the inclusion of any permitted local commercial announcements and required Station identifications in periods designated by USRN, Broadcaster agrees that the Program will be broadcast only as delivered by USRN, without any interruption, deletion, modification, addition or alteration of any nature whatsoever. Broadcaster shall have no right to record or tape any of the Programs for rebroadcast or redistribution (except for the creation of promotional announcements or a logger tape). Broadcaster shall have no right to syndicate or distribute any program, which contains all or any portion of the Program without USRN's prior written approval. Station shall broadcast each Program only on the specific day and at the time originally intended for broadcast.

4. **DELIVERY.** Program will be delivered to station via digital transfer

5. **COMPENSATION.** (a) In consideration for the license granted by USRN hereby, Broadcaster agrees to broadcast within the Program on the Station and on the Station's online webcast stream of the Program, three (3) minutes per hour of network commercial announcements as inserted in the Program by USRN.

(b) In addition to the barter consideration foregoing, Station shall pay USRN: a periodic license fee in the amount of \$ 0.00 per quarter for the license granted hereunder.

6. **PROOF OF BROADCAST.** As promptly as possible but no later than ten (10) days after the Broadcast of each week's Program, Broadcaster shall furnish to USRN true and accurate Affidavits of Performance using the online affidavit system as directed to the Station by USRN, confirming the date and time of broadcast of each installment of the Program, that USRN's network commercial announcements were broadcast in the Program and such other information as may be required by the Affidavit of Performance.

Each of the parties represents and warrants to the other that its officer executing this Agreement is authorized to do so and that this Agreement constitutes such parties legal, valid and binding obligation. This Agreement shall be effective when signed by each of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

(Owner) _____

UNITED STATIONS RADIO NETWORKS, INC.

By: _____

Name:
Title:

Address

Tel:
Fax:

By: _____

Name: D. Stefan Jones
Title: Senior Vice President

485 Madison Avenue, 3rd Fl.
New York, NY 10022

Tel: (212) 869-1111
Fax: (212) 869-1115

NAME/EMAIL ADDRESS OF AFFIDAVIT CONTACT _____.

STANDARD TERMS AND PROVISIONS

1. FORCE MAJEURE. Neither party hereto shall be liable to the other for the failure to fulfill its obligations hereunder if such failure is caused by or arises out of an act of God, war, strike, similar reason beyond the reasonable control of the party the fulfillment of whose obligations is prevented during the period of such occurrence.

2. COPYRIGHT, TRADEMARK, ETC. The copyrights, trademarks and all other rights in the Program shall remain the sole and exclusive property of USRN or such copyright, trademark and other rights holders from whom USRN has licensed or otherwise acquired such rights. Broadcaster shall comply with all copyright, trademark and other laws as may be necessary to protect the copyright and all other rights on the Program in behalf of USRN. Broadcaster's compliance efforts with respect to the proprietary interests of USRN in such trademarks, copyrights or service marks shall not eliminate or otherwise affect USRN's rights or remedies for Broadcaster's unauthorized use of such trademarks, copyrights or service marks. Broadcaster acknowledges that it is not acquiring any rights of any nature whatsoever in the program, other than the limited right to broadcast the Program as provided hereby.

3. STREAMING. Broadcaster shall be allowed to include the Program content as a portion of the "audio stream" of the Station's webcast on the internet. Broadcaster may stream the Program; provided that only commercials that are properly cleared for the internet and scheduled and provided by USRN may air as the national commercials during the online webcast streaming of the Program or any other permitted streaming of the Program permitted hereby. Additionally, should Broadcaster choose to "blackout" the national commercials on the internet stream, the Broadcaster is responsible for whatever technical requirements enable such a blackout, provided that, as is the case with the broadcast license for the show, the Broadcaster may not edit or alter the program in any way without the written consent of United Stations. Except as provided in this paragraph, no other "audio streaming" of the Program is permitted. Additionally, USRN reserves the right, in our discretion, to alter our policy at any time with regard to audio streaming of programming produced and distributed by United Stations. Such policy changes may affect the rights granted by this agreement, however USRN would endeavor to provide the Broadcaster with at least thirty (30) days notification in the case of a reversal of our position regarding these rights.

4. LICENSES, TAXES. Broadcaster will be solely responsible for, and will pay all license fees subject to ASCAP, BMI, SESAC and other performing licenses as are necessary for the broadcast of the Program and the network commercials contained therein. Broadcaster shall indemnify USRN and hold USRN harmless against any claims, costs and expenses which may be incurred as a result of Broadcaster's failure to make any such payments or any claim that USRN is responsible for such payments. All music will be cleared by the Station. Broadcaster shall pay all taxes levied on its possession, broadcast, use or right to use the material to be supplied to it hereunder.

5. EXCLUSIVITY; TRANSFER OF STATION. (a) USRN agrees that it will not grant the right to broadcast the Program on any licensed commercial radio station if either of the following criteria are met (herein defining "protected area"):

- a. Station's transmitter (or the tower sites) are less than 45 miles apart.
- b. coverage maps (as defined by BIA or PrecisionTrak) clearly show intersection of primary signals.

Broadcaster acknowledges and recognizes that the Program is not exclusive to radio stations outside the Protected Area.

(b) Broadcaster shall notify USRN immediately upon the filing of an application with the FCC for an assignment of license to operate the Station or transfer of control, including but not limited to, a sale of assets. In any agreement for assignment or transfer of control, Broadcaster shall use its best efforts to obtain the agreement of purchaser or transferee of the Station to perform, beginning on the date when said purchaser or transferee assumes the operation of Station, all of the obligations of Broadcaster then remaining to be performed under this Agreement. Broadcaster shall obtain the prior written consent of USRN to the assignment of this agreement to any such purchaser or transferee. Notwithstanding such assumption, USRN may, at its sole discretion, terminate this Agreement by giving not less than thirty (30) days notice to purchaser after receiving notice of such proposed assignment or transfer.

6. EARLY TERMINATION; TRANSFER OF STATION. USRN shall have the right to terminate the license granted by this Agreement effective at any time for any reason whatsoever by giving Broadcaster not less than thirty (30) days prior written notice for any reason whatsoever. In addition, USRN may terminate the license granted by this Agreement by giving Broadcaster notice of termination if Broadcaster violates any provision of this Agreement and fails to cure such violation within ten (10) days after USRN given Broadcaster notice thereof. Termination of the license granted by this Agreement USRN by reason of any violation hereof by Broadcaster is without prejudice to any other rights or remedies USRN may have against Broadcaster.

7. DAMAGES. Broadcaster acknowledges that broadcast of the Program and the network commercial minutes as specified herein is of the essence of this Agreement. All remedies of USRN are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of USRN to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise of any other right or remedy. Notwithstanding anything expressly to the contrary set forth herein, Broadcaster's failure to broadcast the Program and the network commercial minutes contained therein as specified herein may cause USRN irreparable injury and in addition to any other remedy provided for herein. Accordingly, USRN shall be entitled to injunctive or other equitable relief for a breach of this Agreement of Broadcaster. The parties agree that actual damages resulting from a failure by Broadcaster to broadcast the commercial minutes provided for herein are difficult to ascertain, therefore both Broadcaster and USRN agree that Broadcaster shall pay liquidated damages as a result of any such failure to broadcast and that said liquidated damages are not deemed a penalty hereunder. As liquidated damages Broadcaster shall pay USRN an amount equal to five (5) times Broadcaster's highest one minute commercial rate for each minute of Broadcaster's commercial matter not aired or aired incorrectly. Broadcaster agrees to pay all costs and expenses (including, without limitation, legal fees and expenses) which USRN may incur in connection with the enforcement of any of its rights or remedies under this Agreement.

8. OTHER RIGHTS. In case of any termination of this Agreement the Station's right to broadcast the Program, Broadcaster shall immediately cause Station to cease to broadcast of the Program. Broadcaster acknowledges and agrees that if Station continues to broadcast the Program after such termination of Stations's rights to broadcast the Program, such unauthorized broadcasting will interfere

with USRN's redistribution of the Program and will otherwise materially injure USRN's marketing abilities and reputation. Broadcaster hereby consents to the issuance of an immediate injunction by any court of competent jurisdiction requiring Broadcaster and/or Station to cease unauthorized broadcast of the Program, agrees that USRN shall not be required to give notice or post any bond in connection with applying for and obtaining such relief, and expressly waives any such bond or notice requirement for such injunction.

9. MISCELLANEOUS. (a) This Agreement shall be governed and construed in accordance with the laws of the State of New York applicable to contracts made and to be wholly performed in that State and without regard to its principles of conflicts of law. In connection with any action, suit or proceeding relating to this Agreement, the parties hereby consent to the exclusive jurisdiction of the Federal and State courts located in New York County, New York.

(b) Notices and other communications hereunder shall be in writing and shall be delivered in person, by prepaid certified mail, return receipt requested or by facsimile transmission to the address of the parties appearing below their signatures on this Agreement. Any such notice or other communication shall be deemed effective when delivered in person, upon receipt, if mailed, as aforesaid, and if sent by facsimile on the day confirmation of receipt is obtained.

(c) This Agreement may not be modified or amended, except by written instrument executed by each of parties hereto. This Agreement constitutes the entire agreement between the parties concerning the subject hereof and no other representations nor agreements, written or oral, exist between the parties concerning such subject matter.

(d) Broadcaster shall not be entitled to assign its rights or obligations under this Agreement without the prior written consent of USRN.

(e) The section headings herein are for the convenience of the parties only and shall be of no legal effect or used in any way in the construction or interpretation hereof.

(f) If any portion of the Agreement shall be held to be illegal, invalid, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Additionally, in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar to such former provision as shall be legal, valid and enforceable.