

# AMERICA'S HOME SPUN GOSPEL NETWORK BROADCAST PROVISIONS

WHEREAS, America's Home Spun Gospel Network ("Network") and Station desire to establish the terms and conditions by which Network will grant certain rights to broadcast the programming of "America's Home Spun Gospel", as an affiliate of America's Home Spun Gospel Network.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the parties hereby agree as follows:

1. **Grant.** Station is hereby granted the right to broadcast all programming as indicated on the front page of this Agreement in their entirety as an affiliate of the America's Home Spun Gospel Network. The rights granted hereby are granted in accordance with and subject to (i.) the conditions set forth herein, and (ii.) the policies of America's Home Spun Gospel Network.
2. **Delivery.** Network shall cause delivery of the programs to stations via Compact Disc (CD). Station shall retain a library of each program, to be used as backup, in the event unforeseen circumstances prevent the current programs delivery to Station. Station shall notify Network in the event a program is not delivered in a timely manner. or is not delivered.
3. **Station Format Covenants.** Station agrees to air and broadcast each program in its entirety. Station further agrees to air and broadcast all network commercial inventory delivered by Network and to strictly abide by the program format provided by Network. Each one-hour program shall consist of three commercial breaks. Each break shall be three (3) minutes in length, with the first minute of each break provided by Network. Station shall have the ability to utilize the remaining two (2) minutes of each break for local commercial availability.
4. **Affidavit of Performance.** Station shall submit a notarized Affidavit of Performance, on a form provided by Network, certifying that each broadcast and all Network commercial inventory were aired as scheduled under the terms and conditions contained herein. Affidavit of Performance shall be received by Network not later than the 5th day of each month, to cover the entire month preceding.
5. **Market Rights.** Station shall have the right to broadcast the Programs, in accordance with the terms and conditions contained herein, in their represented city.
6. **Rebroadcast.** Station may rebroadcast each weekly Program at its discretion; however, any and each time Program is broadcast must be indicated on the Affidavit of Performance, and each and every Network commercial must also be rebroadcast in accordance with the terms and conditions set forth herein.
7. **Licenses, Permits, and Authorizations.** Station agrees to obtain and maintain such licenses, permits, and authorizations required to operate a radio broadcast station from the Federal Communications Commission and to comply with all laws and regulations imposed by federal, state, or local authorities relating to radio broadcasting. Further, Station agrees to obtain and maintain any and all required royalty licenses from ASCAP, BMI, SESAC, etc. Network shall be held harmless for Station's failure to comply with these terms and conditions.
8. **Force Majeure.** Should delivery of the broadcast be prevented or hindered, in whole or in part, by circumstances beyond the reasonable control of Network, Network shall have no liability and shall owe no damage to Station, consequential or otherwise. Should Station fail to air and broadcast the Program, in whole or in part, by circumstances beyond its reasonable control, Station shall make good any Network commercials so lost due to Station's failure to air any particular broadcast in its market.
9. **Status of Parties.** This Agreement shall not be construed to constitute Station as an agent, partner, or joint venturer of Network; to authorize or empower Station to assume or create any obligation, responsibility, express or implied, on behalf of Network; or to authorize or empower Station to bind Network in any manner or make any representation, warranty, covenant, agreement, or commitment on behalf of Network.
10. **Third Party Rights.** This Agreement does not create, and will not be construed as creating, any rights enforceable by any person not a party to this Agreement.
11. **Entire Agreement.** This Agreement, including any attached Exhibits, sets forth the Entire Agreement of the parties with respect to the subject matter of this Agreement, supersedes all existing Agreements between the parties concerning the subject matter, and may be modified and amended only by a written instrument signed by each party.
12. **Headings.** The paragraph headings contained in this Agreement are inserted solely as a matter of convenience and will affect in any way the construction or interpretation of this term of this Agreement.
13. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to its conflict of law rules.
14. **Counterparts.** This Agreement may be signed by each party upon a separate copy and any combination of separate copies signed by all parties will constitute a Single Agreement.
15. **Indemnifications.** Station shall indemnify and hold the America's Home Spun Gospel Network harmless from and against all claims and expenses, including costs and reasonable counsel fees, arising from any act or omission of Station hereunder or from any act or omission of a third party with whom Station contracts.
16. **Assignments.** This Agreement may not be assigned or transferred in whole or in part without the written consent of Network.
17. **Copyrights.** All materials, broadcasts, publications, or other data or intellectual property referred to herein shall be the sole and exclusive property of the America's Home Spun Gospel Network.
18. **Execution by Network.** This Agreement shall not be binding upon Network unless and until it is duly executed by Network.

Tentative Program Schedule: Day(s): \_\_\_\_\_ Time(s): \_\_\_\_\_

This agreement is hereby accepted and executed by the following parties:

Station Representative Signature \_\_\_\_\_ Title \_\_\_\_\_ Date Signed \_\_\_\_\_

Network Representative Signature \_\_\_\_\_ Title \_\_\_\_\_ Date Signed \_\_\_\_\_