

BROADCAST AGREEMENT

Your legal commitment to Nashville Education, Community, and Arts Television.



Date (mm/dd/yyyy): _____ (“Effective Date”)

Show Title: _____ (“Show”)

Show Producer Name(s): _____ (“Producer/You”)

For good and valuable consideration, the receipt of which is hereby acknowledged, You hereby grant Nashville’s Education, Community and Arts Television (“NECAT”) a gratis (i.e. at no charge), nonexclusive, perpetual license throughout the world to broadcast and distribute the Show and marketing materials derived from the Show via NECAT, Public, Education and Government television stations (“PEG” stations), affiliated websites, streaming media, and social media accounts (this shall include all methods of broadcasting and all marketing outlets utilized by NECAT and PEG stations now or in the future). This Broadcast Agreement may be terminated in writing by either party upon thirty (30) days written notice to the other party, and may be terminated by NECAT for cause, including but not limited to fraud or repeated violations of the representation and warranty.

Consideration: Producer hereby acknowledges that they shall receive valuable consideration in the form of the public broadcast of the Show by NECAT.

Delivery: Producer shall deliver to NECAT, at 120 White Bridge Road #46, Nashville, Tennessee 37209, one DVD copy or a digital file via FTP site of the Show for broadcast consideration. At its sole and absolute discretion, NECAT may opt to schedule the Show for broadcast, in accordance with the Channel Scheduling Timeline for the specific channel in question (arts channel, education channel, or access channel).

Representations & Acknowledgements: Producer acknowledges, warrants and represents that Producer is entirely responsible for (a) all expenses and costs of creating the Show and licensing any intellectual property contained in Show; (b) bringing the Show into a form that is immediately ready for broadcast by NECAT; (c) securing all licenses, releases, clearances and other rights as may be required for inclusion of any copyrighted content or other intellectual property in the Show, including, but not limited to: Music Licenses, Trademark Licenses, Copyright Licenses, Appearance Releases; and Location Releases.

Producer represents and warrants that: (a) there is no legal, contractual, or other impediment to the lawful and free broadcast of the Show, that Producer will comply with all Federal, State and Local Laws and Regulations concerning the creation of the Show; (b) Producer has made no contract or commitment and has granted no license or other agreement in conflict with the terms hereof; (c) Producer has or will obtain, at its sole cost and expense, all rights necessary to enter into this Agreement and to permit the exercise by NECAT of the rights herein; (d) the Show contains no defamatory statements and in no way infringes upon or violates any copyright, trademark, publicity right, intellectual property right, or any proprietary rights of any third parties; (e) the Show shall not, in whole or in part, depict, demonstrate or discuss products, services or businesses with the intent or substantial effect of monetarily benefiting an individual, organization, agency or business; (f) Producer shall not produce and submit Show that contains commercial content (for example: discussion of products with an intent to encourage sales, identification of prices, direct calls to action, etc.); and (g) the Show follows all NECAT rules listed in the NECAT document titled How To Get Your Show Approved.

Producer acknowledges that NECAT may seek underwriting and/or sponsorship for any and all programming, and that Producer is not entitled to any proceeds from said underwriting or sponsorship.

Producer believes and hereby represents to NECAT that the Show meets the above criteria. Should NECAT determine, in its sole discretion, that the Show does not meet the above criteria, NECAT shall have the right to decline to broadcast or promote the same, in its sole discretion. NECAT's decision in these matters is final. NECAT is hereby granted the authority to remove or require edits to the Show for broadcast, as needed, to meet its criteria.

Indemnification: Producer agrees to indemnify NECAT for any and all legal expenses, damages, sanctions and/or other expenses, including attorney fees, incurred as result of any challenge, suit or action, which is based on the alleged non-permitted, illegal and/ or unauthorized use of any material contained in Producer's Show or any breach or alleged breach of the warranties set forth in this Agreement. Producer acknowledges that NECAT may be used only for noncommercial projects to be distributed initially through NECAT. After the project is distributed through NECAT, Producer has full rights to use the project for any other purposes.

Copyright: NECAT acknowledges that the copyright ownership of the Show produced with NECAT facilities and/or broadcast by NECAT belongs to Producer.

Entire Agreement: This Agreement contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between and amount the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

Notices: All notices, statements and/or requests for approvals ("Notices") that either Party hereto is required or may desire to give to the other shall be given in writing by addressing the same to the other at the addresses set forth herein, or at such other address as may be designated, in writing, by any such Party in a Notice to the other. Notices shall be by either personal delivery, overnight courier, (Fed Ex, etc.) or by first class registered mail, return receipt requested, postage prepaid, deposited in the United States Mail. Said notice shall be deemed served and received on the date executed on a receipt of acceptance or if by personal delivery, upon physical delivery of the same. The Parties acknowledge and agree that although they may communicate with each other through e-mail, fax, telex or telegram, these modes shall not be considered legal notice for the purposes of this Agreement.

Governing Law: All questions with respect to the construction of this Agreement, and the right and liabilities of the parties hereto, shall be governed by the laws of the State of Tennessee. The parties also agree that the venue for this Agreement shall be in the County of Davidson. The parties expressly waive any claim to jurisdiction in any federal or other state forum or venue in any other county or place.

Successors and Assigns: Subject to the restrictions against assignment as herein contained, this Agreement shall be binding upon and inure to the benefit of the Parties, their predecessors, assigns, successors in interest, personal representatives, their past and present attorneys, principals, employees, independent contractors, officers, directors, shareholders, parents, issue, subsidiaries, agents, servants, estates, heirs, administrators, executors, conservators, trustees, legatees, and other affiliated entities of each of the Parties hereto.

Modification, Severability & Waiver: This Agreement may not be altered, modified, or changed in any manner except by a writing executed by the party against whom it is to be enforced. Waiver of the breach of any of the provisions of this Agreement shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are signatory to the original or the same counterpart. The Parties may execute this Agreement by way of fax and/or electronic means and such signatures shall be treated as original signatures for all purposes.

IN WITNESS WHEREOF the parties have set their hands on this as of the Effective Date.

NECAT:

PRODUCER:

NECAT Manager Signature

Producer Signature

PRODUCER INFORMATION

Producer Name (please print): _____

Email Address: _____

Street: _____

City, State, Zip: _____

Phone Number: _____