

THE BEACON RADIO STATION CARRIAGE AGREEMENT

Agreement made this _____ day of _____, _____ between _____ (“Station”) and Beacon Broadcasting, Inc. (“Producer”), regarding the broadcast of a commercial public radio program known as The Beacon (“Program”).

Station and Producer agree as follows:

1. Producer agrees to deliver The Beacon to the Station via download through ShareFile at no charge to the Station
2. The Station agrees to broadcast the program on the following day(s) and time(s):

3. The Station understands and acknowledges that the Program contains up to six (6) minutes per hour of commercial announcements provided by the Producer.
4. The Station agrees to broadcast the commercial announcements provided by the Producer.
5. The Producer will not request an affidavit from Station unless said affidavit is requested by a Producer’s sponsor. If this occurs, Station agrees to fill out affidavits as requested by Producer.
6. The Producer will provide the Station with prerecorded and scripted promotional announcements for The Beacon.
7. The Program is exclusive during the term of this agreement to the Station in the Station’s Arbitron rated market or county of coverage. Current market coverage is _____.
8. The Station acknowledges that the Producer is the sole owner of the Program, its production features and intellectual content.
9. The Producer ensures that the Program:
 - a. does not infringe on any copyrights, trademark, or other proprietary rights; and
 - b. does not contain any matter which will libel, defame, invade the privacy of, or otherwise violate the rights of any person or entity.
10. The Station ensures that it is responsible for the payment of any and all ASCAP, BMI, SESAC or other licensing fees for music and musical recordings presented within the Program. If the station streams the Program on the Internet as part of its program schedule, Station ensures that is responsible for the payment of any and all ASCAP, BMI, SESAC or other licensing fees for music and musical recordings presented within the Program.
11. The term of this agreement is one year: _____ through _____. This agreement may be renewed at the end of the term without notice. The Station or Producer may terminate this agreement with sixty (60) days written notice to the other party.

12. The Station agrees to provide the Producer written notice if the Station changes the broadcast day(s) and/or broadcast time(s) of the Program.
13. This Agreement constitutes the entire agreement between the parties and merges all prior negotiations, agreements, and understandings, if any, whether written or oral, between the parties.
14. Except as specifically provided here, neither party may assign its rights or responsibilities under this agreement without the written consent of the other party.
15. The undersigned, on behalf of the Station and Producer, respectively, represent and warrant that they have the requisite right and authority to enter into this Agreement and to perform fully all of its terms.

For The Station

For The Beacon

By _____
Name

By _____
Name

Its _____
Position

Its _____
Position

Date _____

Date _____