



"The AGREEMENT between **Radio Branding Solutions** ("The Hippie Radio Show with Charly Butcher") and \_\_\_\_\_, (the Market"), (together "Station");

1. Effective \_\_\_\_\_ ("Effective Date"). Station hereby agrees to become exclusive licensee in the Market for the radio broadcast of The Hippie Radio Show (collectively, "Program(s)").
2. In exchange for receiving the Program, Station agrees to air Program (day) from (time), including all commercial inventory per week provided with each Program. Any changes to Program airtimes by Station must be reported to Radio Branding Solutions immediately, and are subject to Radio Branding Solution's approval.
3. The term of this Agreement ("Term") shall be for fifty-two (52) weeks from the Effective Date and shall continue for subsequent renewal periods of fifty-two (52) weeks, unless terminated by either party with (90) days written notice to the other party prior to the conclusion of any Term. Should Station exercise its right of termination, all Radio Branding Solutions commercial units shall continue to air in the appropriate dayparts through the Effective Date of termination, or until Radio Branding Solutions replaces Station within the market. This Agreement is transferable and enforceable in the event the Station is sold.
4. Station will provide Radio Branding Solutions with proof of performance within thirty (30) days of any given broadcast week, on affidavits provided by Radio Branding Solutions. Failure by Station to provide Radio Branding Solutions with commercial time or proof of performance affidavits shall entitle Radio Branding Solutions to terminate Program.
5. Station agrees that the Program material is and shall remain the property of Radio Branding Solutions. Station accepts full liability for airing Programs.
6. Radio Branding Solutions warrants that to the best of its knowledge the performance rights for any music that may be contained in the Program are in the public domain or are controlled by ASCAP, BMI or SESAC. Station warrants that it holds a blanket license from ASCAP, BMI or SESAC to publicly perform such music.
7. Station agrees that Radio Branding Solutions is supplying the Program solely for use on the Station and in the market specified above. Station shall not supply Program to any other station without prior written permission to do so by Radio Branding Solutions.
8. Notwithstanding Section 7, if Station syndicates the day part containing material delivered by the Program or otherwise broadcasts such material on any other station or in any other market, Station agrees to (or cause its affiliates to) (a) provide Radio Branding Solutions with 10 business days' notice and (b) provide Radio Branding Solutions with the same amount and type of spot commercial time specified in Section 2 on each station that material from Program is broadcast along with the

corresponding proof of performance affidavits. Radio Branding Solutions may prohibit the broadcast of material from the Program in another market if such broadcast would violate Radio Branding Solutions's prior grant of rights to the Program in that market.

9. Radio Branding Solutions reserves the right to cancel this contract with written notice (effective immediately) should a company contract the 24-hour Hippie Radio Format in the same market as the Station. ("Market" is determined and defined by Arbitron as a "Metro Station.")

10. Radio Branding Solutions may assign this Agreement, and any of its rights hereunder, to any person. Station shall have the right to assign this Agreement, provided that the assignee or transferee assumes all of the obligations of the Station under this agreement.

11. This agreement shall be governed by, and construed in accordance with, the internal law of the State of New York applicable to contracts executed and performed wholly therein, without regard to choice of law principles. The parties hereby consent to the exclusive jurisdiction and venue of the federal and state courts of the State of New York, located in New York County as the exclusive forum for the resolution of any disputes hereunder.

12. If any provision of the Agreement shall be invalidated, such invalidity shall not affect the validity of the other provisions of this Agreement.

13. Radio Branding Solutions reserves the right to name a syndication partner to act on its behalf in the production, distribution, and stewardship of the Program, and to change this syndication partner with written notification to Station. Such assignment or change of assignment shall in no way change the rights and obligations of both parties herein.

This Agreement has been executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2010 and comprises the entire Agreement between the parties. This Agreement supersedes any and all other Agreements, either oral or in writing between the parties.

Upon the return of this Agreement to Radio Branding Solutions, Station shall be sent a copy of this Agreement fully executed by Radio Branding Solutions. This Agreement shall not be effective until countersigned by Radio Branding Solutions.

**Radio Branding Solutions**

**Radio Station**

X: \_\_\_\_\_

X: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Email to: [info@radiobrandingsolutions.com](mailto:info@radiobrandingsolutions.com)

**Mail to:           Hippie Radio Show  
                      Suite#43816  
                      P.O. Box 4668  
                      New York, NY 10163-4668**

**Station Information:**

**Station Contact:**

Call Letters: \_\_\_\_\_ Market: \_\_\_\_\_

Name: \_\_\_\_\_

Group: \_\_\_\_\_

Title: \_\_\_\_\_

Format: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Spots Delivery Contact: \_\_\_\_\_

Website: www. \_\_\_\_\_

Title: \_\_\_\_\_

Show Will Air: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

(Required)