

BROADCAST RIGHTS AGREEMENT

AGREEMENT entered into this day of , 2009, by and between Brave New Network, LLC (“BNN”), a California Limited Liability Company, whose address is , and known as (*call letters and frequency*) inclusive of translator stations, (“Broadcaster”) whose address is

WHEREAS, BNN records live musical performances of artists and packages live recordings as part of its nationally distributed syndicated radio program and website streaming; and

WHEREAS, Broadcaster desires for BNN to license to Broadcaster certain rights in BNN’s radio programming for broadcast and streaming; and

WHEREAS, BNN desires to license such rights to Broadcaster;

NOW, for good and valuable consideration, the parties agree as follows:

1. BNN shall license BNN's syndicated radio program ("Program") to Broadcaster ("Broadcaster") for broadcast only to private (non-commercial) end listeners, during the Term, within the Territory, via Broadcaster’s regular broadcast outlets (i.e. outlets regularly identified by Broadcaster’s call letters). All rights granted to Broadcaster hereunder shall be granted to Broadcaster’s so-called “translator stations” as well.
2. The rights licensed to Broadcaster hereunder shall include all methods of broadcast and streaming, including terrestrial radio, cable radio, satellite radio, internet radio and podcasts.
3. The Program shall consist of recordings of live musical performances of a single new or established popular music artist, or collection thereof, predominantly in the "rock" genre. The length of the entire Program, inclusive of all Underwriter Units, shall be two hours.
4. BNN shall deliver a substantially new Program each week during the Term.
5. Broadcaster shall cause the particular Program supplied by BNN each week, to be broadcast twice in its entirety, without alteration, during the week following the delivery of the Program to Broadcaster, between 6 PM and 12 Midnight on each day of broadcast by Broadcaster. In connection with the foregoing, Broadcaster shall provide BNN, on a weekly basis, with an Affidavit Of Performance, by email to BDean@BraveNewNetwork.org , in the form attached to this Agreement, or in a substantially similar form typically used by Broadcaster for this purpose, relating to the particular Program supplied to the Broadcaster during the previous week.
6. Broadcaster shall have the right to select the length of the term of this Agreement ("Term"). The Term shall be for 12, 24 or 52 week period, as selected by Broadcaster.

7. Broadcaster shall have the right to select any recording of any song contained in any of the Programs, and broadcast such song at any time during the Term, in the Territory, in the same method and manner as the Program is to be broadcast hereunder.

8. The territory within which the rights granted to Broadcaster, as set forth in the Agreement, shall be the National ("Territory").

9. Broadcaster shall have no obligation to compensate BNN for the rights in the Program which are granted to Broadcaster hereunder.

10. BNN shall have the right to insert up to 9 minutes of underwriter support units within the Program ("Units").

11. Broadcaster shall not participate in any revenues generated from the Units.

12. During the Term, BNN may also forward to Broadcaster, along with the Program each week, a promotional unit for that particular Program, which, if BNN does so, then Broadcaster agrees to broadcast such promotional unit, in reasonable time slots and at reasonable intervals, at least 3 times during the week of broadcasting that particular Program.

13. Broadcaster shall have the option, to be exercised no more than once in any 12 week period, of selecting a substitute Program from a list of past Programs if a particular artist is not suitable for Broadcaster. In such event, Broadcaster shall notify BNN, in writing, prior to the Broadcast of such Program, and Broadcaster shall insert the current Program Units into the replacement Program.

14. BNN retains the right and option to immediately cancel this agreement if Broadcaster breaches any provision of this Agreement, including, but not limited to, alteration of the Program in any way, failure to broadcast the Program, inclusive of all Underwriter Support Units, or failure to supply the Affidavit Of Performance on a timely basis. In addition, BNN shall have the right to cancel this Agreement if Broadcaster becomes insolvent, voluntarily files an action in Bankruptcy, or is subjected to involuntary bankruptcy proceedings which such proceedings are not completely dismissed within 30 days from the commencement thereof.

15. Broadcaster shall be solely responsible for acquiring and maintaining any required public performing music license, such as ASCAP, BMI and/or SESAC, so that Broadcaster is able to Broadcast the Program, and Broadcaster agrees to indemnify BNN against any claims, costs and expenses which BNN may incur as a result of Broadcaster's failure to maintain any such required licenses.

16. This Agreement shall require the approval and signature of either the General Manager, Music Director or Program Director of Broadcaster.

17. Broadcaster represents and warrants that Broadcaster is free to enter into this Agreement and fully capable of complying with all of Broadcaster's obligations as set forth herein.

18. Broadcaster shall fully indemnify BNN, on demand, for any costs, expenses, fees (including reasonable attorneys fees) and/or liability incurred by BNN in connection with any claim relating to a breach of any of Broadcaster's covenants, representation and/or warranties hereunder.

19. This Agreement shall be governed by the laws of the State of California, without regard to its conflicts of laws principles, and any legal actions brought under this Agreement shall be brought in the courts of the State of California, County of Los Angeles.

20. Broadcaster shall not have any right to assign this Agreement, or the rights granted to Broadcaster hereunder, in any way.

Agreed:

Brave New Network, LLC

By: _____

Print Name:

(Name of Broadcaster)

By: _____

Print Name:

Check one: General Manager; Program Director; or Music Director

Term Selection:

Check one: 52 Weeks; 24 Weeks; 12 Weeks