

## PROGRAM UNDERWRITING AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 200\_, by and between Brave New Network, LLC, hereinafter referred to hereunder "BNN", and \_\_\_\_\_, hereinafter referred to hereunder as "Underwriter".

WHEREAS, Federal Communications Commission policy allows public broadcasting stations to provide on-air announcements regarding objective, factual information about underwriters and

WHEREAS, Underwriter desires to sponsor BNN programming and to have BNN make on-air acknowledgments of Underwriter's sponsorship of the programming;

NOW, THEREFORE, the parties hereto agree as follows:

1. Underwriter will provide an objective, factual on-air announcement that may include (in addition to the underwriter's name):

- a) a slogan that identifies, but does not promote the Underwriter
- b) the Underwriter's location, phone number, and web address
- c) a value neutral description of the product line or services of the Underwriter.

The description may not include qualitative statements, or a call to action. The description may not mention discounts or pricing information.

2. BNN will review and edit as necessary all announcements to insure compliance with the Federal Communication Commission regulations, policies and guidelines for advertising on non-commercial, public and or non-commercial educational radio stations/broadcasters, and BNN reserves the right to reject any announcements that do not comply with the foregoing.

3. Underwriter shall pay BNN \$\_\_\_\_\_ for each sponsorship / underwriting acknowledgement announcement during the period of this Agreement for a total of \$\_\_\_\_\_.

4. This Agreement shall be for \_\_\_\_\_ underwriting announcements to be broadcast within (and, at BNN's sole election, during only the initial run [the "Term"] of), the BNN syndicated radio program known as \_\_\_\_\_.

5. BNN shall not be responsible for its inability to broadcast any of its scheduled programs and associated underwriter acknowledgement announcements due to unexpected failure of equipment, power outages, or errors made in the scheduling of live or taped performances.

6. This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to underwriting services and contains all covenants and agreements between the parties with respect thereto. Each party to this Agreement acknowledges that no representations, inducements, promises or agreement, oral or otherwise, have been made by any party, or by anyone acting on behalf of any party,

which are not embodied herein, and that no other agreement, statement, or promise not contained herein shall be valid or binding. Any modification to this Agreement shall be effective only if it is in writing and signed by the party to be charged, in the form of an amendment to this Agreement.

7. This Agreement shall be constructed according to the laws of the State of California and the policies established by BNN. The courts and authorities of the State of California, county of Los Angeles, shall have jurisdiction over all controversies which may arise with respect to the execution, interpretation and compliance with the terms of this Agreement, the parties hereby waiving any other venue to which they may be entitled by virtue of domicile or otherwise. If any provision of this Agreement is held to be invalid, the remainder shall not be affected hereby.

8. This Agreement shall be binding upon the heirs, executors, and assignees of the parties hereto.

**IN WITNESS HEREOF**, this Agreement is entered into as of the date and year above indicated.

**Brave New Network, LLC**

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

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

(Underwriter)

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

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