

Kevin Smith Show Affiliate Agreement

This Agreement is made this ____ day of _____ 2007, by and between _____, licensee of commercial radio station(s) _____ (" the Affiliate"), _____(city, _____(state), and the Kevin Smith Show, ("KSS").

This Agreement sets forth the terms and conditions on which KSS will make certain audio programs available to Affiliate for broadcast, and on which KSS will provide certain services to Affiliates ("KSS Affiliated Services"), as those KSS Affiliated Services are developed during the term of the Agreement.

1. Broadcast Rights. On the terms and conditions set forth herein, KSS hereby grants Affiliate the non-exclusive right to broadcast all programming produced and distributed by KSS as part of the KSS Affiliated Services.

2. KSS Affiliated Services. KSS will provide to Affiliate the following access to KSS Affiliated Services as such KSS Affiliated Services become available:

(a) KU Program Distribution System. A schedule of audio programs, distributed on KSS's KU Satellite Distribution System;

(b) Audo Archive. An archive of audio programs that enables Affiliate to download programs for broadcast. Affiliate will be assigned a username and password in order to access the archives.

(c) Internet Streaming Access. Access to programs streamed live on KSS's web page. KSS will make reasonable efforts to provide sufficient streams to meet demands, but cannot guarantee immediate access.

3. Administrative Services to Affiliates. KSS will provide the following administrative services to Affiliate:

(a) Sweepers. KSS will provide Affiliate with "station branded" sweepers at no charge.

(b) Personal Appearances. Kevin Smith is available to host the show from your station for promotional purposes.

(c) Newsletter. KSS will provide Affiliate with periodic news updates via the KSS Affiliate News ezine. This will be electronically transmitted via e-mail.

(d) Online or hardcopy resource and information exchange for Affiliate station administrators.

(e) Opportunities for input from Affiliates into the planned specials produced by KSS.

(h) Long-range scheduling of certain specials and early-as-possible notification of emergency specials.

4. Operational Services to Affiliates. KSS will provide the following operational services to Affiliates:

(c) Technical support for down-linking KU programs and troubleshooting and re-feeds when necessary. This will be provided through Skyfinity, Inc., with whom we are associated.

(c) Monitoring for successful KU uplink, notification to Affiliate stations about impairments, and notification of alternatives for receiving programs such as re-feeds or Internet.

5. This Agreement is for a period of one year beginning the date of execution as indicated below, unless terminated earlier as provided in paragraph 6.

6. This Agreement shall be automatically renewed for successive terms of one (1) year, but may be terminated by either party if either party gives written notice of its election to terminate, after 30 days, this Agreement.

7. Affiliate may refer to itself as a "KSS Affiliate" or as a "Kevin Smith Show Affiliate".

8. KSS will provide Affiliate with as much promotional support for KSS Programs as feasible.

9. KSS will indemnify Affiliate for any losses, claims, and liabilities (including related attorneys' fees) reasonably incurred by broadcasting in their entirety any of the programs provided by Kevin Smith Show. This indemnification will cover claims for libel, program language, slander and infringement of copyright should any arise from a broadcast of the Kevin Smith Show.

10. KSS reserves the right to make changes to this agreement at any time, provided Affiliate agrees to those changes. Should KSS plan to enact changes to this agreement, such changes will be sent to Affiliate via e-mail and Affiliate shall have ten days in which to respond, agree, disagree, and otherwise reply via e-mail.

AFFILIATE:

Kevin Smith Show

By: _____

By: _____

Title:

Title: Executive Director or Designee

DATE: _____

By: _____

AFFILIATE ADDRESS:

Kevin Smith Show
c/o Omnisound Radio One Network

AFFILIATE TELEPHONE:

KSS Telephone
(623) 444-5756

AFFILIATE E-MAIL:

AFFILIATE WEB SITE:

AFFILIATE ADDRESS:

Please mail the signed Affiliate Agreement to:

KSS
4014 W. Whispering Wind Dr.
Glendale, AZ 85310