

SC. EX

Final

## 2019 Radio Broadcast Agreement

Received  
4/22/19

**THIS AGREEMENT**, Made and entered into this 1<sup>st</sup> day of April 2019, by **Sioux City Explorers Baseball Club, LLC (hereinafter SCEBC)**, whose address is 3400 Line Drive, Sioux City 51106 and **Powell Broadcasting co., Inc. dba KSCJ 1360 AM / 94.9 FM (hereinafter KSCJ Radio)**, whose address 2000 Indian Hills Drive, Sioux City, Iowa 51104.

**WHERE AS**, SCEBC and KSCJ Radio desire to enter into an agreement to allow SCEBC to acquire airtime on KSCJ Radio for (1) the purpose of broadcasting all live SCEBC baseball games for the 2019 baseball season with pre and post-game programming; and (2) the Sioux City Explorers Baseball Sports Talk show to air 18 minutes in length as discussed below, before each Sioux City Explorers Baseball game day broadcast.

**NOW THEREFORE**, in consideration of the mutual covenants, conditions and agreements herein contained, SCEBC and KSCJ Radio agree as follows:

1. **TERM.** The term of this Agreement shall be for the 2019 season beginning with the first regular season league game and ending with the last regular season league game. However, KSCJ Radio agrees to provide additional radio airtime should SCEBC qualify for the Playoffs and/or Championship series.
2. **LIVE BROADCAST OF SCEBC BASEBALL GAMES.** KSCJ radio agrees to provide radio airtime on KSCJ Radio for live broadcasting of all SCEBC baseball games for the 2019\* baseball season with the Sioux City Explorers Baseball Sport Talk show, and pre and post-game programming (such entire production is hereinafter collectively referred to as a "SCEBC broadcast"). Live programming will commence before game time as specified in this Agreement and last until approximately 15 minutes after the conclusion of the game. KSCJ Radio will provide the radio airtime for the entire SCEBC broadcast for \$6,500 to be paid as outlined in attached addendum. SCEBC agrees to spend an additional \$8,000 in Advertising time with Powell Broadcasting. Plus 500 general admission tickets in addition to the 500 promotional tickets.
3. **ADVERTISING.** SCEBC shall have exclusive advertising rights as specified in the Agreement during the entire broadcast of the (1) SCEBC game. (2) SCEBC pre and post-game shows, and (3) the Sioux City Explorers Baseball Sports Talk shows. Each one of these broadcasts will be separated with opening and closing billboards to identifying each program's major sponsors. Billboards are defined in paragraph 5 below. SCEBC may sell advertising time at its own discretion as specified in the Agreement for any of these broadcasts, the proceeds of which are solely those of SCEBC. SCEBC agrees not to sell advertising time to any company and/or individual restricted by state or federal law from advertising on radio. Both parties agree that a minimum of one station identification per hour will be aired during the broadcasts.

**\* with the exception of any games scheduled on Friday evenings from 8/23/19 to the end of the season or post season (these games will be broadcast on Q102.3 FM).**

4. **AFFIDAVITS OF PERFORMANCE.** SCEBC will be responsible for logging and compilation of any advertisements that air during SCEBC broadcasts and the KSCJ Radio traffic manager will provide SCEBC with a notarized manual spot log of performance, which will be specified per the advertising accounts of SCEBC, for any advertisements run under paragraph 3, 7, and 11(J), as requested by SCEBC.
5. **FORMAT.** SCEBC shall separate each segment of its programming with opening and closing billboards. Billboards are defined as either pre-recorded or live announcer read specific program major sponsor identification, (herein “billboards”). Opening billboards are those billboards prior to the beginning of each show, and closing billboards those at the end of each show. The format for each SCEBC broadcast will be” (Time reflects home game broadcasts. Away game and specified home games may begin at a different time.)

6:35 – 6:32:30 p.m.	<b><u>Sports Talk Opening billboards</u></b>
6:35:30 – 6:47:30 p.m.	<b><u>Sports Talk Show</u></b>
6:47:30 – 6:48 p.m.	<b><u>Sports Talk Closing Billboards</u></b>
6:48 – 6:50 p.m.	<b><u>KSCJ Commercial Adjacencies</u></b>
6:50 – 6:50:30 p.m.	<b><u>Pre-Game Opening Billboards</u></b>
6:50 – 6:59:30 p.m.	<b><u>Pre-Game Show</u></b>
6:59:30 – 7:00 p.m.	<b><u>Pre-Game Closing Billboards</u></b>
7:00 – 7:02 p.m.	<b><u>KSCJ Commercial Adjacencies</u></b>
7:02 – 7:03 p.m.	<b><u>Play-by-Play Opening Billboards</u></b>
7:03 – End of game	<b><u>Play-by-Play</u></b>
End of game	<b><u>Play-by-Play Closing Billboards</u></b>
End of game – 2:00 minutes : 30	<b><u>KSCJ Commercial Adjacencies</u></b> <b><u>Post-Game Billboards</u></b>
10:00 Minutes	<b><u>Post-Game Show</u></b>
: 30	<b><u>Post-Game Closing Billboards</u></b>
End of Post-Game- 2:00	<b><u>KSCJ commercial Adjacencies</u></b>

6. **RESCHEDULING DUE TO RAINOUT.** Both parties understand that when a SCEBC game is rained out, the game is rescheduled the next available date. If a game is already scheduled and a doubleheader results, two seven inning games will be played. In the event of such scheduling the following format will apply, which times are approximate since the starting times of the rescheduled games will be subject to scheduling by the home team.

5:35 – 5:32:30 p.m.	<b><u>Sports Talk Opening Billboards</u></b>
5:35:30 – 5:47:30 p.m.	<b><u>Sports Talk Show</u></b>
5:47:30 – 5:48 p.m.	<b><u>Sports Talk Closing Billboards</u></b>
5:48 – 5:51 p.m.	<b><u>KSCJ Commercial Adjacencies</u></b>
5:51 – 5:51:30 p.m.	<b><u>Pre-Game Opening Billboards</u></b>
5:51:30 – 6:00:30 p.m.	<b><u>Pre-Game Show</u></b>
6:00:30 – 6:01 p.m.	<b><u>Pre-Game Closing Billboards</u></b>
6:01 – 6:02 p.m.	<b><u>KSCJ Commercial Adjacencies</u></b>
6:03 – 6:04 p.m.	<b><u>Play-by-Play Opening Billboards</u></b>
6:04 – End of game	<b><u>Play-by-Play</u></b>
End of game – 2:00	<b><u>KSCJ commercial Adjacencies</u></b>
7:00 Minutes	<b><u>Post Game Show</u></b>
10:00 Minutes	<b><u>In-Between Games</u></b>
	<b><u>KSCJ Commercial Adjacencies (3 minutes)</u></b>
	<b><u>Player/Coach Interviews</u></b>
Start of Game	<b><u>Pre-Game Adjacencies</u></b>
3:00 Minutes	<b><u>KSCJ Commercial Adjacencies</u></b>
	<b><u>Play-by-Play Opening Billboards</u></b>
	<b><u>Play-by-Play</u></b>
End of game	<b><u>Play-by-Play</u></b>
End of Game - 3 Minutes	<b><u>KSCJ Commercial Adjacencies</u></b>
: 30	<b><u>Post-Game Billboards</u></b>

10:00 Minutes

**Post-Game Show**

: 30

**Post-Game Closing Billboards**

End of Post Game- 2 mins.

**KSCJ Commercial Adjacencies**

7. **COMMERCIAL ADJACENCIES.** KSCJ Radio shall be responsible for and received proceeds of sales of the 10 minutes of commercial adjacencies during SCEBC broadcasts. KSCJ Radio agrees to begin selling adjacencies no earlier than April 1 of 2019. Plus up to an additional one minute of commercial time in the 1<sup>st</sup>, 3<sup>rd</sup> and 7<sup>th</sup> inning of each broadcast.
8. **PRODUCTION AND PRODUCTION FACILITIES.** KSCJ Radio agrees to provide its studio facilities with reasonable and necessary equipment, at no expense to SCEBC, for SCEBC employee to coordinate insertion of commercials into all SCEBC broadcasts. SCEBC shall assume all long distance line charges incurred for away game Broadcasts. KSCJ Radio and SCEBC agree to split the cost of any new equipment reasonably necessary to broadcast under this Agreement, and costs to repair any such equipment, when necessary. Should either party discontinue this Agreement SCEBC shall have an opportunity to buy out KSCJ Radio of their half of the equipment based on their original cost. KSCJ Radio agrees to provide its production facilities and a qualified production engineer to produce Sioux City Explorers Baseball promotional and sponsor commercials, at no expense to SCEBC. Such studio production time shall be scheduled in advance with KSCJ Radio. SCEBC agrees to make best efforts to produce these commercial announcements over several different production sessions beginning one month prior to the beginning of the season. SCEBC agrees to provide a trained board operator for all SCEBC broadcast, at no expense to KSCJ Radio, which shall be under the direction and control of SCEBC and not an employee of KSCJ Radio. KSCJ Radio agrees to make available the "on-call" Powell Broadcasting board operator to assist in any technical planning or difficulties that may arise prior to or during any SCEBC broadcast at no expense to SCEBC. The employees of KSCJ Radio referenced in this paragraph shall be under the direction and control of KSCJ Radio and are not employees of SCEBC.
9. **ON-AIR TALENT.** SCEBC agrees to provide all on-air radio talent including play-by-play and color commentators for all SCEBC broadcasts including the Sioux City Explorers Baseball Sports Talk show. That on-air radio talent shall be chosen by and at the expense of SCEBC. That on-air talent shall be under the direction and control of SCEBC and are not employees of KSCJ Radio
10. **ON-AIR PROMOTIONAL ANNOUNCEMENTS.** KSCJ Radio Agrees to air a minimum of 6 promotional announcements on KSCJ Radio between 12:00 am and 6:00 pm, on the day of each SCEBC broadcast.

The purpose of these promotional announcements is to promote the evening broadcast. SCEBC agrees to provide any necessary game copy point information to produce promotional announcements. KSCJ Radio will not be required to provide SCEBC with any affidavits of performance for these promotional announcements.

11. **KSCJ RADIO PROMOTIONAL BENEFITS.** SCEBC will provide KSCJ Radio promotional benefits, in consideration for all airtime provided for SCEBC broadcasts. SCEBC agrees to provide the following promotional benefits.
  - (A) **Television Commercial Promotion.** SCEBC will mention KSCJ Radio during certain television commercials promoting SCEBC games.
  - (B) **In Stadium Promotion.** SCEBC will provide signage above the press box for KSCJ Radio at all SCEBC games at the stadium. (4x8). Powell Broadcasting will also receive (1) 8x8 Outfield fence sign. SCEBC agrees to promote KSCJ Radio through in stadium promotional announcements each night at SCEBC games. SCEBC will allow all Powell Broadcasting Stations including KSCJ, KSUX, KKMA, KLEM, KQNU, and KKYY Radio to occasionally display promotional equipment at the Stadium. Such equipment and dates and times of display shall be agreed upon in advance.
  - (C) **Sioux City Explorers Baseball Publications.** SCEBC agrees to prominently feature KSCJ Radio in each of the SCEBC publications produced by SCEBC.
  - (D) **Sioux City Explorers Baseball Pocket Schedule.** SCEBC agrees to feature KSCJ Radio on all 100,000 SCEBC pocket schedules distributed for the 2019 season.
  - (E) **Sioux City Explorers Baseball Season Tickets.** SCEBC agrees to provide six box seat tickets to KSCJ Radio for the 2019 season.
  - (F) **On air giveaways.** SCEBC agrees to provide 500 general admission tickets for the 2019 season for use by KSCJ/ KSUX / KKMA/ KLEM/ KQNU/ KKYY for on air giveaway promotions.
  - (G) **Sioux City Explorers Baseball Game Recaps.** SCEBC agrees to provide KSCJ Radio with a one minute recap of every SCEBC game, which KSCJ Radio shall have the opportunity to play the following day. KSCJ Radio may sell advertising time around this report, and KSCJ Radio is entitled to all proceeds of any such advertising. The SCEBC play by play man will pre record this recap immediately following the end of the SCEBC post game show. SCEBC personnel operating the board will handle any recording of the recap at no charge to KSCJ Radio.
  - (H) **Giveaway Night(s).** SCEBC agrees to provide KSCJ/ KSUX/ KKMA/KLEM/KQNU/ KKYY Radio with the first right of opportunity to sponsor a "Giveaway Night(s)" during the season. The particular giveaway item and quantity needed, will be mutually agreed upon by SCEBC and Powell Broadcasting, and will be supplied to SCEBC by KSCJ, at the expense of Powell Broadcasting. This portion of the agreement, in no way contractually binds Powell Broadcasting to participate or take advantage of this opportunity for giveaway ... but rather provides KSCJ the "option" to do so ... as it has expressed an interest in partnering with SCEBC on such promotional opportunities.
12. **COMPLIANCE WITH REGULATIONS.** KSCJ Radio agrees to comply with all present and future laws, ordinances, orders, rules, regulations and requirements of the governmental authorities having



jurisdiction over the transmission of these broadcasts. KSCJ Radio further agrees to secure and pay for all federal, state and local licenses and permits as required for the transmission of these broadcasts.

SCEBC agrees to comply with all present and future laws, ordinances, orders, rules, regulations and requirements of the government authorities having jurisdiction over the transmission of this broadcast.

The programming provided by SCEBC for broadcast over radio air time on KSCJ Radio shall conform to accept standards of public decency, shall not conflict with the advertising policies of KSCJ Radio, and shall not subject KSCJ Radio to public censure or ridicule, or offend groups or classes of the public.

13. **INSURANCE AND INDEMNIFICATION.** KSCJ Radio shall pay, assume, indemnify, defend and hold SCEBC harmless from all damages arising out of any injury or damage to any person or property that may arise, or that may be alleged to have arisen from activities or operations under this Agreement, resulting from the negligent or wrongful acts or omissions of KSCJ Radio, its officials or employees.

SCEBC shall pay, assume, indemnify, defend and hold KSCJ Radio harmless from all damages arising out of any injury or damage to any person or property that may arise, or that may be alleged to have arisen from activities or operations under this Agreement, resulting from the negligent or wrongful acts or omissions of SCEBC, its officials or employees.

Prior to any broadcast being conducted under the terms of this Agreement, KSCJ Radio shall procure and file with SCEBC a certificate of insurance, in form acceptable to SCEBC, certifying that KSCJ Radio is insured to at least a combined single limit of one million dollars (\$1,000,000) insuring against liability which may be incurred for any injury or damage to any person or property arising out of or in any way associated with any of the broadcast contemplated in this Agreement. (Sioux City Explorers Baseball Club, LLC) and the (City of Sioux City) shall be renamed as additional insured on such policy of insurance.

Each such policy of insurance shall contain an agreement by the insurer, if obtainable, that such policy shall not be canceled without ten days prior written notice to SCEBC. KSCJ Radio shall be responsible for the costs of such insurance coverage.

Prior to any broadcast being conducted under the terms of this Agreement, SCEBC shall procure and file with KSCJ Radio a certificate of insurance, in form acceptable to KSCJ Radio certifying that SCEBC is insured to at least a combined single limit of one million dollars (\$1,000,000.00) insuring against liability which may be incurred for any injury or damage to any person or property arising out of or in any way associated with any of the broadcasts contemplated in this Agreement. KSCJ Radio shall be named as an additional insured on such policy of insurance. Each such policy of insurance shall contain an agreement by the insurer, if obtainable, that such policy shall not be canceled without ten days prior written notice to KSCJ Radio. SCEBC shall be responsible for the costs of such insurance coverage.

The parties expressly understand and agree that any insurance protection furnished by the parties shall in no way limit the responsibility to defend for to indemnify and save each other harmless under the provisions of this paragraph: provided, however, the parties release each other for damages arising out of any injury or damage to any person or property to the extent that insurance proceeds are paid for such damages under either parties' insurance policies of insurance. Each party shall give the other party prompt notice of any claim coming to its

knowledge or attention that directly or indirectly affects either party. Each party retain the right, at its own expense, to deal with any action herein by employing its own counsel.

14. **FORCE MAJEURE.** In the event that either party hereto shall be delayed or hindered or prevented from, the performance of any act or term required herein, by reason of strikes, lock-outs, inability to obtain material, failure of power, prohibitive governmental laws or regulations, riots, insurrection, public safety requirements or any other reason of a nature not the fault of KSCJ Radio or SCEBC, then the performance of such terms and acts shall be excused for the periods of such unavailability or delay, or permanently, whichever is reasonable.
15. **DISPUTE RESOLUTION** Any claim or controversy arising out of the Agreement or the interpretation thereof, shall be settled by arbitration in accordance with commercial arbitration rules of the American Arbitration Association then in effect and judgment upon the award may entered in any court having jurisdiction thereof. Furthermore, the prevailing party will be entitled to reimbursement of attorneys' fee and cost.
16. **ASSIGNMENT** This Agreement may not be assigned or transferred by KSCJ Radio without the express written consent of SCEBC, which will not be unreasonably denied. This Agreement may not be assigned or transferred by SCEBC without the express written consent of KSCJ Radio, which will not be unreasonably denied. Except as otherwise provided in this Agreement, all covenants, agreements, provisions and conditions of this Agreement, shall be binding on and inure to the benefit of the parties hereto their respective personal representative, successors and assigns.
17. **NO WAIVER** No waiver of any covenant or condition contained in this Agreement or any breach of any such covenant or condition shall constitute a waiver of any subsequent breach of such covenant or condition by either party or justify or authorize the nonobservance on any other occasion of the same or any other covenant or condition hereof of either party.
18. **APPLICABLE LAW.** This Agreement shall be constructed in accordance with the laws of the State of Iowa.
19. **NO PARTY DEEMED DRAFTER.** All provisions of this Agreement have been negotiated by KSCJ Radio and SCEBC at "arms length" and with representation of legal counsel. Both parties agree that neither party shall be deemed to be the drafter of this Agreements and further that in the event that this Agreement shall ever be construed by an arbitrator or a court of law, such arbitrator or court shall be not construe this Agreement or any provision of the Agreement against either party as the drafter of the Agreement.
20. **RELATIONSHIP OF PARTIES.** The parties acknowledge that they are independent contractor with respect to each other. Neither party shall have any authority to bind or commit the other party in any respect whatsoever. Neither party shall hold itself out as an agent, principal, partner, associate or joint venture, or as having any power or authority to bind or commit the other party.

21. **PARTIAL INVALIDITY.** If any term covenant, condition or provision of this Agreement or the application thereof, to any person or circumstances shall at any time or to any extent, be invalid, or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or services, other than those as to which this Agreement is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision for this Agreement shall be valid and enforceable to the fullest extent permitted by law.
22. **NOTICES.** All notices required to be given by SCEBC to KSCJ Radio shall be deemed given by depositing the same in the United States Mail, return receipt requested, postage prepaid and addressed to Dennis J. Bullock, General Manager, KSCJ Radio, 2000 Indian Hills Drive, Sioux City, Iowa 51104.  
All notices required to be given by KSCJ Radio to SCEBC shall be deemed given by depositing the same in the United States Mail return receipt requested, postage prepaid and addressed to General Manager, Sioux City Explorers Baseball club, LLC, 3400 Line Drive, Sioux City, Iowa 51106.
23. **CAPTIONS.** The captions of the paragraphs of this Agreement are solely for convenience and shall not be deemed a part of this Agreement for the purpose of construing the meaning thereof nor as a limitation on the scope on the particular paragraphs to which they refer.
24. **ENTIRE AGREEMENT.** This Agreement embodies the entire agreement between the parties and there are no other agreements, written or oral, which affect this Agreement in any way except that this Agreement may be amended from time to time by the mutual agreement of the parties and as otherwise provided for herein. However, any amendments hereto shall be in writing and executed by all parties hereto. **IN WITNESS WHEREOF,** the parties have executed this agreement at Sioux City Iowa, the day and year first above written.



## Addendum

1) KSCJ Radio agrees to provide streaming services to the Sioux City Explorers Baseball Club, LLC for the 2019 season. KSCJ agrees to stream all home and away broadcasts for the 2019 season in their entirety.

Sioux City Explorers Baseball Club agrees to compensate KSCJ Radio \$1000 for these services. Should the Sioux City Explorers Baseball Club make the playoffs, an additional streaming fee will be negotiated at that time.

2) Sioux City Explorers Baseball Club agrees to the following payment schedules.

A) Broadcast Payment Schedule (**Payments to be made by the 15<sup>th</sup> of each respective month**)

April \$1,625  
May \$1,625  
June \$1,625  
July \$1,625

B) Advertising Payment Schedule (**Payments to be made by the 15<sup>th</sup> of each respective month**)

April \$2,000  
May \$2,000  
June \$2,000  
July \$2,000

C) Streaming Payment Schedule

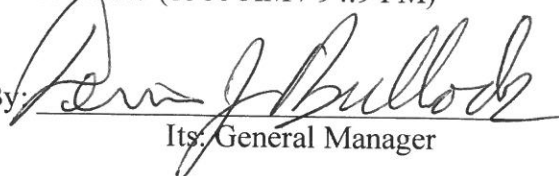
May \$250.00  
June \$250.00  
July \$250.00  
Aug \$250.00

Sioux City Explorers Baseball Club, LLC

By:   
Its: President

Date: \_\_\_\_\_

Powell Broadcasting Company, LLC. dba  
KSCJ Radio (1360 AM / 94.9 FM)

By:   
Its: General Manager

Date: 4/22/19