

AM 680 WCBM

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Q 1370

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Brokered Show Contract

THIS AGREEMENT, dated this day, has been made and entered into this day by and between WCBM OF MARYLAND, INC / M-10 Broadcasting, WVIE radio, ("Station") licensee of Station WCBM/WVIE Baltimore, Maryland, and the Host, as defined on the Summary Page (EXHIBITS attached and incorporated hereto) and hereafter known as the "Host", for the broadcast of a talk, with audience call-in, as defined on the Summary Page, on WCBM (AM) or WOLL (AM), Baltimore, Maryland.

1 TERMS OF AGREEMENT

The terms of this Agreement shall commence on the date stated on the summary page, and shall continue for thirteen (13) continuous weeks, (the "Term"). The Term will be extended unless either party to this agreement provides written notice to the other party at least twenty-eight (28) days prior to the expiration of the Term or Additional Term, or as otherwise provided in Section 2 (f) below.

2 PURCHASE OF AIR-TIME

(a) Station shall make available to Host, and Host shall purchase from Station, air-time for the purpose of airing the Show during the Term, and for no other reason. Air-time furnished under this Agreement shall be scheduled for the time stated as stated on the Summary Page (exhibit B).

(b) Host shall have the right to utilize any on-air talent acceptable to the Station for the purpose of Hosting or appearing on the Show. The Host will inform the station when a new substitute or co-host is to appear on the show. Once Host and Station have agreed on a regular and acceptable substitute on-air talent (the "Substitute Host"), such Substitute Host shall be deemed acceptable to Station upon the execution and incorporated hereto, by the party and no further approvals by the Station shall be necessary during the Term, or Additional Term. Host agrees that it will notify the Station of any other personalities hosting the Show, which the Station shall have the right within its sole and absolute authority to approve or not approve. In the event the Host decides to substitute for a Substitute Host then the Station and Host again will agree to cooperate on the identity of a new Substitute Host in conformance with the terms of this Agreement and Section 2 (b).

(c) At the sole right and discretion of the Station, Station may pre-empt the broadcast of all or a portion of any Show to permit coverage of events or special programming. Station reserves the right to retain certain program elements that are in place and consistent with Station's format that exists such as, but not limited to, top of the hour newscasts, traffic reports and weather forecasts. Station agrees that it will exercise its discretion under this provision in good faith, and that it will minimize such preemptions consistent with its obligations as an FCC licensee. In such event, Station will make a good faith effort to offer compensate Host for the preempted time, as may be agreed upon in writing; however, Host acknowledges that despite such good faith efforts by the Station, alternative air time may not be available as a form of compensation.

(d) Station's agreement to broadcast the Show is specifically understood to include, the broadcast of all commercials, identifications, telephone calls to the Show, discussed subject matter, without interruption or deletion; subject to approval of WCBM Broadcast Standards and Practices, EXHIBIT A, attached and incorporated hereto. The Show in its entirety will be broadcast with a seven second tape delay to allow for the deletion of any potential subject matter deemed to be in poor taste by Host or Station, or that could subject Station to liability. Station holds the right to run disclaimers during each hour of the Show as follows: "The views and opinions you hear expressed on WCBM by our Hosts, guests and panelists do not necessarily reflect those of the owners, management or advertisers of the Station."

(e) Both parties agree that there shall be no more than fourteen minutes of commercials per hour for the Show (the "Hourly Commercial Inventory"). Host shall be entitled to air no more than the allotted Hourly Commercial Inventory per hour as stated on the Summary Page, and the Station has rights to the remaining Hourly Commercial Inventory. All commercial rates will be set solely by Host and Station for their respective commercials and neither shall be obligated to follow any rate schedules utilized for other programming on the Station. In the event that the

Host sells less than all of the allotted Hourly Commercial Inventory, that unsold inventory becomes available to the Station for the Station's sole benefit. Additional Hourly Commercial Inventory, if any available, may be purchased by the Host to be aired in the Show at the determined rate. All modifications respecting the terms as stated on the Summary Page shall be amended only in writing and signed by both parties.

(i) Station shall also have the right to terminate this Agreement in the event of

(i) Station's receipt of a notice of FCC Regulatory Violations, that may not be cured, or cannot be cured. The Host is personally liable for any and all costs associated with Host violations including but not limited to fees, fines, penalties, legal and other consulting fees and expenses.

(ii) Host's breach of any obligation of this Agreement, not cured by Host in any cure period that may be provided by Station.

(iii) Any reason upon thirty (30) days written notice to Host.

(iv) Host failure to pay when due all fees required by this Agreement.

However, nothing contained herein shall relieve Host from payment to WCBM for assessments already due and owing under this Agreement prior to the termination of this Agreement.

3 SHOW OWNERSHIP, USE and PURPOSE.

(a) The Show and the contents thereof may be owned by the Host, however, the Host shall not syndicate, network, franchise, or rebroadcast the Show, or any portion thereof in any manner, style, or form whatsoever without first obtaining the expressed written consent of the Station and which consent shall be at the sole and absolute discretion of the Station.

(b) The Purpose of the Show shall be as identified on the Summary Page. The Show's Purpose cannot be altered, amended or modified in any way without the Host first obtaining the expressed written consent of the Station and which consent shall be at the sole and absolute discretion of the Station.

4. PRODUCTION COSTS

Host shall bear the sole responsibility for the production and associated costs of the broadcast contemplated by this Agreement, except that the Station shall pay the local telephone costs for guest interviews incurred in connection with the Show. Any long distance telephone cost will be at the expense of the Host. Station shall provide a board technician to run commercials and help maintain the technical integrity of the studio facilities. Station agrees that it will install and maintain the local telephone facilities necessary for the conduct of the talk show, including such necessary equipment to enable callers to the program to hear the program through the telephone, while holding. Any long distance telephone service necessary to air the Show will be at the expense of the Host. Station will make available to Host, at no additional cost, production facilities for the Host and other personalities appearing on the Show to pre-record commercials and program segments. Use of such production facilities shall be at such times as they are not in use by other personnel of the Station and Host shall schedule such use with the appropriate personnel of the Station. Host agrees to indemnify and reimburse Station for any damage to Station equipment caused by the willful misuse of or abuse by Host employees, personnel, guests or Host.

5. FINANCIAL CONDITIONS.

Host shall pay Station the rate as outlined on the Summary Page, payable in the following manner: The basic monthly payment is four times the weekly rate for a four week month, and five times the weekly rate for a five week month without any deductions or set-offs, without demand, and in advance on the first day of each month in each year during the agreement Term. The first month's payment is due upon the signature of this Agreement. If the Agreement Term shall commence on a day other than the first day of a month, Host shall pay a pro-rated amount, on a per weekly basis, of one month's air time for on the commencement date, and on the first day of the last month of the Agreement Term.

6. DEFAULT. If (i) any charges for air time or additional fees for a Show to be paid under this Agreement shall not be paid within seven (7) days of the date of the invoice for said charges then in such event a late fee of \$50.00 shall be automatically incurred and due by the Host; (ii) any charges or late fees for air time or additional fees for a Show to be paid under this Agreement shall not be paid within five (5) days after written notice to the Host then the Host shall be in Default then Interest as hereafter stated shall be charged until all payments of principal, late fees and interest have been paid in full; (iii) Host shall default in performing any other obligation of Host set forth in this

Initials: _____

Agreement and shall not cure such default within ten (10) days following the giving by Station of notice of such default; then Station, at its option, may terminate this Agreement. The Station will charge interest in the amount of 1 1/2% per month on unpaid balances in Default (the "Interest")

7. OTHER CONDITIONS

(a) Station agrees to provide promotional support for the Show on WCBM/WVIE in other day parts to cross promote Show and vice versa and other promotional opportunities

(b) If requested by the Station, Host agrees to do promotional "drops" for use during other day parts promoting previous or subsequent s. Host further agrees to be available for promotional Station appearances, as part of the WCBM/WVIE family of personalities

(c) Host(s) are expected to conduct their s in person in the studio unless prior remote broadcasting arrangements have been made. The Station may utilize, at its discretion based on the determination as to whether an emergency exists, a standard telephone hook-up in order to deliver the program. Any such determination will be made by the Station and will only be used for such emergency conditions. No Show is to be conducted over the phone without prior written approval by Station's management.

(d) In the event Host is unable to fulfill his/her air-time or sales obligations >> what sales << obligations for an extended period of this Agreement due to physical or mental reasons, in the reasonable determination of Station, this Agreement shall be canceled as of the date of such disability

(e) In the event either party prevails in any legal action in connection with the enforcement or interpretation of this Agreement, the non-prevailing party shall be obligated to pay to the prevailing party all reasonable attorney's fees and expenses incurred by the prevailing party in such action.

(f) The Station will provide local phone lines and a limited coverage toll-free 800 line for listeners and guests to call in. Guests who require a long-distance call outside our calling area are encouraged to call in to the Station at their expense. In the event Host/Substitute Host must make a long-distance call from the Station, they must obtain a long distance phone code in advance and such calls will be charged to the Host as an addition to their regular Show fees

8. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of all parties hereto and their respective heirs, executors, successors, administrators, assigns.

9. THIS AGREEMENT shall be construed pursuant to the laws of the state of Maryland.

10. SECURITY DEPOSIT. Host shall deposit in an escrow account held by the Station, the amount stated on the summary page, to serve as collateral security for the performance of Host's obligations under this Letter of Agreement. Station shall have the right, but not the obligation, to apply said security deposit or any portion thereof to cure or remedy any default by Host hereunder, including default in payments. Said sum, if not sooner applied, shall be returned to Host, without interest, upon termination of this Letter of Agreement or upon termination of the last renewal term of this Letter of Agreement if this Letter of Agreement contains a renewal term and Host exercises said renewal. Station shall be entitled to commingle said security deposit with its own funds. Said deposit shall be returned to Host, without interest, within forty-five days after the expiration of the Letter of Agreement and so long as there are no outstanding balances due the Station by the Host, for any reason, pursuant to the Letter of Agreement.

11. INTEGRATION CLAUSE. All previous negotiations and understandings between the parties and their respective agents and employees with respect to their terms and conditions set forth in this Agreement are merged into this Agreement, and that this Agreement alone fully and completely expresses the rights, duties and obligation with respect to its subject matter. This Agreement may be amended only by subsequent written agreement between the parties.

12. NOTICES. All notices, demands and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and shall be deemed to have been given as of the date such Notice is (i) delivered to the party intended, (ii) delivered to the then designated address of the party intended, (iii) transmitted to the then designated fax number of the party intended (provided that the original of such Notice is delivered on the same day to a nationally recognized overnight courier for delivery to the then designated address of the party intended on the next business day), (iv) rejected at the then designated address of the party intended, provided such Notice was sent prepaid, or (iv) sent by nationally recognized overnight courier or by United States Certified Mail, return receipt requested, postage prepaid and addressed to the then designated address of the party intended. The initial addresses of the parties shall be as stated on exhibit B.

Initials: _____

EXHIBIT A TO BROKERED SHOW AGREEMENT

WCBM/WQLL STANDARDS & PRACTICES
Updated 11/12

Hosts and employees of WCBM/WQVE agree to adhere to the Station's "Standards and Practices". These procedures are updated from time to time. Current "Standards and Practices" are posted in the Station and are available in our public file.

1. In the event Host(s) is (are) on vacation, sick or otherwise unable to perform his/her duties, Host(s) shall be responsible to obtain a substitute Host which shall be suitable and acceptable to the Station. Host(s) shall provide adequate notice to the Station of the identity and background of the substitute Host appearing on the air. If that Host is found to be unacceptable for any reason to the Station and there is in the mutual opinion of the Host(s) and Station insufficient time to find a suitable Host, the Station shall have the first option to use another of its on-air personalities to act as substitute Host, to air a best-of or back-up tape recording of a previous program or schedule an entirely different program in its place. In any event, Host(s) shall still be held responsible to pay all charges for the brokered time and Station's cost to fill that time under all options.
2. If Host(s) wish(es) to advertise his or her program outside the Station, any or all advertising via print or electronic media must be submitted to the Station for approval. Station's call letters and logo may not appear in any publication for advertising purposes unless authorized by the Station. While the Station encourages Host(s) efforts to promote and advertise their s Station, in its own interests, wants to protect its overall image and maintain a consistent marketing identity in the public eye. This also applies to all promotional items as well, e.g., bumper stickers, coffee mugs, flyers, pamphlets, etc.
3. Any interest or intent to syndicate, network, franchise, copyright, trademark, or rebroadcast any Show must be approved in writing by the Station. Station will be compensated for the use of its facilities and any labor that it provides. Station also insists that any such agreement would be predicated on market exclusivity basis (Baltimore MSA as per Arbitron).
4. Station policy prohibits any Host employed by or leasing time from the Station from personally attacking, criticizing or making any derogatory or inflammatory remarks about the Station, its equipment, management, advertisers, other Hosts or s on the air. Hosts are to avoid discussing sensitive Station business with the public or press on or off the air. This includes but is not limited to lineup changes, promotions, contracts, etc. Host(s) shall not make any derogatory remarks or inflammatory statements about Station advertisers. Hosts will not slander any company or individuals. Hosts will not encourage callers to slander others and will do what they can to censor such calls from going over the air.
5. Host(s) shall be prepared for each individual show and shall be punctual for all on-air performances except that with reasonable advance notice and providing a suitable substitute. Host(s) shall not do anything to bring Host(s) or Station into public ridicule or scandal or do anything offensive to a substantial portion of the public or commit any act which constitutes just cause for termination.
6. In order for commercials to air on the station, they must be properly logged on the program log through the traffic department. All requests for commercial time must be submitted on a station Time-order prior to their scheduled broadcast. Hosts are to follow the program log and air commercials accordingly. Hosts are not to alter the commercial log.
7. While the Station will make every effort not to place any commercials that conflict directly or compete with Host's business, service or product, the Station reserves the right to place commercials "outside" of Host's program as an "adjacency" prior to the start of Host's opening. The Station reserves the right to up to seven minutes of each hour for network news and this adjacency position which may be used, but is not limited to, weather/traffic reports, commercials, promos or other announcements. The Station also reserves the right to air, as part of its inventory, commercials at its discretion. Station agrees not to broadcast commercials that directly compete with Host's product, business or service during the actual, approximately fifty-three (53) minutes of the , but this does not apply to Host's advertisers. Any person who cancels or refuses to play any commercial without Station's authorization will be charged the applicable Station spot rate. Producers are to air all program elements as they appear on the program log unless exceptions are made by management.
8. Host(s) may not conduct on or off-air contests unless approved by the Station. This includes but is not limited to on-air ticket or product giveaways, off-air promotions or contests at Host's place of business or third party.

Initials: _____

arrangement. The Station must determine whether the proposed contest constitutes a lottery which is prohibited from broadcast as per FCC rules and regulations.

9. Only authorized Station personnel and on-air guests are allowed in the air studios. Other guests may wait and listen to the program in the kitchen area, conference room or Lobby. Hosts are responsible for the conduct of their guests. Everyone is expected to help keep our facility clean and orderly.

10. No one but station authorized personnel (Director of Engineering and approved Technicians) may work on or modify Station's technical equipment.

11. Host should notify Station management in advance for all political guests during the political window (90 days before an election) to assure that the Station follows the "Equal Time" provisions of the FCC. Hosts will be required to provide equal time for opposing candidates and will treat such candidates with respect. Hosts are responsible for the conduct of all guests on the air and in the studio. Station has the right to deny a guest to have access to the Station for any reason. Hosts may not sell political advertising on their show during the political window.

12. Host(s) may utilize the Station's production facility for recording purposes during regular business hours Monday through Friday, 9am-5pm and under supervision by Station technicians. An appointment must be scheduled in advance for studio production time.

13. WCBM has a "Limited Use" music license with ASCAP, BMI, and SESAC. No one may play music on their show unless approved by Station. The following guidelines must be strictly adhered to for ALL programs:

(a.) Bumper music, bridges, etc. must be kept to thirty (30) seconds or less.

(b.) If you wish to play a song in its entirety or for more than thirty (30) seconds, Host must submit it to the Station (Program Director) for approval. Approval consists of checking for the appropriate music licensing rights and obtaining these rights. Host must pay for all fees in obtaining such rights.

(c.) Public domain music may be played without obtaining rights but still must be submitted for approval by Program Director.

(d.) Any violation of the above that results in any song, in full or in part, being broadcast on the Station, could subject the Host to fines and penalties (as determined by the music licensing company) and possible termination.

14. Host(s) may not call anyone on the air without first identifying oneself and second informing the person(s) called that they are on the air. If person(s) objects to being on the air, Host must terminate the conversation immediately.

15. Host may tape delay or pre-record his or her program on a limited basis with prior approval of Station. No more than five programs per calendar year may be tape delayed or pre-recorded.

16. The name of the show is the property of the station. The name must be pre approved by the Station and may be transferred at the Station's discretion. The exception to this is when the name has been trademarked by the Host prior to establishing the name on the air. The Host is responsible for making sure that the name of the show is not in violation of other existing trademarks.

17. Hosts may not enter into any other agreement to appear on another competitive commercial radio Station in the Baltimore market without written approval in advance by the Station. In addition, personalities from competitive radio Stations are prohibited from appearing as regular Hosts or guests on WCBM without specific permission from the Station. Once Host and Station have agreed, in good faith, on the regular and acceptable suitable on-air talent, such persons shall be deemed acceptable to the Station and no further approvals by the Station shall be necessary during the contract term for their persons unless their competitive status has changed. Host agrees that it will notify the Station of any other personalities Hosting the show, which the Station shall have the right to reasonably approve or not approve. In the event that the Host decides to substitute for a regular or substitute on-air talent, then the Station and Host will again agree to cooperate on identify of the same. Hosts are not to promote listening to programs on radio Stations that compete with WCBM or WQLL.

20. Hosts and employees will follow all FCC rules and regulations. Just cause for dismissal includes but is not limited to excessive lateness or absenteeism, use of alcohol or drugs on the job, abusive language, failure to abide by Station rules, regulations, standards or practices and any past or future directives issued by the Station, on the air or any gross misconduct which may be deemed harmful to the Station and its employees.

21. Host(s) must understand the "plugola/payola" provisions under FCC law and agree to these terms. Hosts who mention a product or service that is not contracted for and logged are susceptible to a \$10,000 fine from the FCC and termination.

Initials: _____

22. Remote broadcasts require the prior approval of the Station management and must meet Station broadcast quality standards. A Station approved remote producer/engineer is required for all remote broadcasts. Special remote broadcast engineering fees will be paid in advance of the broadcast. Refunds of such fees will not be made for technical problems beyond the Station's control.
23. There are no pets or animals allowed in the building at any time. There is no smoking allowed in the building. Food or drink, other than water, is not allowed in the studios or control rooms. Proper conduct of guests is the responsibility of the Host.
24. The FCC requires us to identify Brokered s and the parties responsible for the broadcast. All s will be identified with a Station produced opening billboard and disclaimer. Such billboards will identify the persons and/or company who signed the contract and are responsible for the content of the show. The brokered Hosts are allowed and encouraged to identify all advertising sponsors of the show during the first and last minute of their in the form of a live opening/ closing billboard.
25. Station computers are the property of the radio Station and are to be used to conduct Station related business. Only Station management and authorized technical personnel are to add or alter computer programs or files. Employees, Hosts and guests are not to visit or download illegal or pornographic material or engage in lewd or illegal activity at the Station or on Station equipment. Station management has the rights to review computer and telephone messaging and activities with or without notice.
26. Hosts may not sell political advertising on their programming during the "political window". Political guests on shows must be pre-approved by the radio station and have a written notice placed in the public file according to FCC rules and regulations. Hosts who chose to interview political candidates will be subject to equal time provisions at the hosts time period and expense.
27. The use of broadcasts over WCBM/WQLL is the shows is the property of the station and is intended for the private use of our audience. Any other use without the written permission from the station is prohibited.
28. Station telephones are the property of the Radio Station and are to be used to conduct Station related business. Calls are not to be recorded without the expressed consent of the caller and clearly identified on the recording. Station management has the rights to review call logs and telephone messaging and activities with or without notice.
29. Hosts and employees are to take all measures to avoid unauthorized programming to go out over the air which contains profanity or inappropriate content. Use of profanity within earshot of the studio microphones must be avoided. Recording or playing of profane or inappropriate audio programs on studio equipment that can accidentally go out over the air is prohibited. This includes but is not limited to audio tapes, control and studio computers, CD's, internet, station network and other computer files.

Initials: _____