

**PACIFICA FOUNDATION RADIO AFFILIATION AGREEMENT
Fiscal Year 2023 (October 1, 2022 – September 30, 2023)**

This agreement is effective as of the 1st day of October, 2022, by and between:
licensee of noncommercial educational radio station, KEUL, Girdwood, AK, and the Pacifica
Foundation, (“Pacifica”).

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

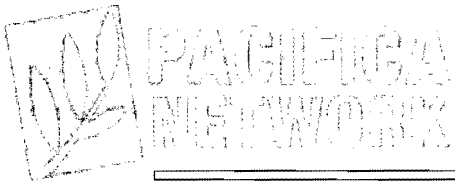
1. **Broadcast Rights.** On the terms set forth herein, Pacifica grants Affiliate the non-exclusive right to
broadcast all programming produced and distributed by Pacifica (“Pacifica Programs”).
2. **Pacifica Affiliated Services.** Pacifica will provide Affiliate access to the following Affiliated Services:
 - a) **Live Stream Distribution System.** A schedule of audio programs, streamed at www.audioport.org/live,
and some live coverage real time of national news events. Pacifica will make reasonable efforts to provide
streams but cannot guarantee access.
 - b) **Audioport.** Programs produced by Pacifica and Pacifica Affiliates are available for download on
Pacifica’s Audioport site (audioport.org). A separate agreement for accessing Audioport is available on
the Audioport website. Audioport programs may be researched by topic, date, producer, and other criteria.
3. **Annual Affiliation Fee.** Affiliate agrees to pay Pacifica an annual Fee of \$ 525.00
for the Fiscal Year 2023 (October 1, 2022 – September 30, 2023), unless terminated earlier.

Payments shall be made payable to: **Pacifica Foundation Radio Affiliates**
P.O. Box 743445
Los Angeles, CA 90074-3445

Please check desired payment schedule below:

- Affiliate will make entire fee payment in one sum at beginning of the term of this agreement
- Affiliate will make quarterly fee payments (October 1, January 1, April 1, July 1)
- Other:

Advance payment must be received by Pacifica for each quarter before Station may exercise the broadcast
rights granted herein. Payments are due on the dates indicated above.



4. Administrative Services to Affiliate Provided by Pacifica:

- (a) Liaison services between Affiliate, Pacifica, producers, and others, regarding programming.
- (b) Notification to Affiliate if Pacifica programming has controversial content such as indecent or obscene, potentially unusable imbedded content, or other extraordinary circumstances.
- (c) E-mail groups for communication between the Pacifica staff and Affiliate.
- (d) Online or hardcopy resource and information exchange for Affiliate station administrators.
- (e) Online or hardcopy kit for becoming an Affiliate (including fee schedule, copy of a contract, information about reception and distribution of programs, etc.).
- (f) Opportunities for input from Affiliate into the planned specials produced by Pacifica.
- (g) Long-range scheduling of certain specials and early-as-possible notification of emergency specials.
- (h) Consultation with Affiliate in producing and network distribution of programs.

5. Operational Services to Affiliate Provided by Pacifica.

- (a) Technical support for receiving programs, reception of CDs, MP3 files.
- (b) Technical support for streaming, downloading MP3 files, and troubleshooting when necessary.
- (c) Monitoring and notification about program impairments.

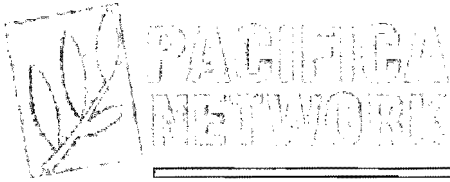
6. Affiliate Participation in Programming Decisions.

Pursuant to Section 4 of the Pacifica Bylaws, an Affiliate (or an association of Affiliates) may nominate one or more candidates for the two Director Positions on the Pacifica National board. Nominations close on November 15th each year and must be submitted in writing to the Foundation Secretary by that date. Every nominating Affiliate or association of Affiliates shall include with the nomination(s) a written explanation of the procedure for selecting the nominee(s). Nominations shall be certified by the general manager or the governing board secretary of each Nominating Affiliate or by the secretary of the association of Affiliate stations, as appropriate. In addition, each nominee shall submit his/her resume and a statement of his/her interest in serving as a Director of Pacifica. The Secretary of the Pacifica Board shall forward to Pacifica Directors all materials submitted supporting each nominee not later than December 1st.

For purposes of this section an "Affiliate" is defined as any non-profit non-commercial broadcaster that broadcasts programming produced or distributed by Pacifica pursuant to a written agreement with Pacifica, including, community radio stations or Internet broadcasters, or other such technology as may be developed. An Affiliate shall not be a radio station whose broadcast license is held by Pacifica.

An "association of Affiliates" shall be defined as any group of Affiliates that have joined together to form an association, the membership of which is limited solely to Affiliates and that is recognized by Pacifica as having a mission compatible with Pacifica's mission.

- 7. This Agreement is for the period of one year beginning October 1, 2022, ending September 30, 2023, unless terminated earlier as provided in paragraph 8 and 9.
- 8. This agreement shall be automatically renewed for successive terms of one (1) year, if the annual fee paid is \$500 or more or unless, at least ninety days before the anniversary of the termination date, either party gives written notice of its election to amend or terminate this Agreement. If the fee paid is less than \$500, then the contract will not be rolled over, and must be renewed annually. The Affiliation Fee shall be based upon the Affiliate's Annual budget for the renewal period.



www.pacificanetwork.org

9. Pacifica may terminate this Agreement if it does not receive any quarterly payment within 30 days of the due date set forth in paragraph 3 or affiliate engages in misuse of Pacifica programs.
10. Affiliate may call itself a "Pacifica Affiliate" or "Pacifica Radio," but not a "Pacifica Station."
11. Pacifica will provide Affiliate with promotional support for Pacifica Programs as feasible.
12. Pacifica will indemnify Affiliate for any certain losses, claims, and liabilities (including related attorneys' fees) reasonably incurred by an Affiliate in broadcasting in their entirety any Pacifica Program. This indemnification is limited to claims covered by Pacifica's Insurance, including claims libel, slander, and infringement of trademark or copyright, that arise from the broadcast of a Pacifica Program. Pacifica's indemnification does not cover fines imposed on broadcast stations by the federal communications commission, does not cover Programs produced by third parties, and does not relieve Affiliate of its obligation to obtain all licenses needed to broadcast, webcast or otherwise publicly perform a Program containing a musical work or sound recording for which Pacifica does not hold the copyright.

Please Initial here to accept the terms of the Pacifica Affiliate agreement.

Affiliate contact info and signature is on page 11 of this document.

The Internet Technology Services description and agreement follows on Page 4.



INTERNET TECHNOLOGY SERVICES AGREEMENT

Fiscal Year 2023 (October 1, 2022 – September 30, 2023)

THIS INTERNET TECHNOLOGY SERVICES AGREEMENT is entered into by and between Pacifica Foundation, Inc, a California not-for-profit corporation, with its principal place of business at 3729 Cahuenga Boulevard West, Los Angeles, CA 91604 (“**Provider**”), and _____, License holder and a Pacifica Network affiliate, which operates a community radio station, call letters KEUL _____, serving Girdwood, AK _____, as of October 1, 2022 (the “Effective Date”).

ANNUAL FEES - Please check services desired:

- Streaming Service: \$ 300.00 per year
- Copyright Confessor / Parchive: \$100.00 per year
- I am not subscribing to Internet Technology Services

Payments shall be made payable to: Pacifica Foundation Radio Affiliates P.O. Box 743445 Los Angeles, CA 90074-3445

1. DEFINITIONS.

1.1 “**Agreement**” means, collectively, this Technology Services Subscription Agreement as well as any Order, each of which are incorporated herein by this reference.

1.2 “**Provider Technology**” means Provider’s proprietary software and other technology provided via the Service including Provider applications and any enhancements, modifications, and derivative works to any of the foregoing, as well as any and all suggestions, ideas, enhancement requests, and feedback relating thereto.

1.3 “**Client Data**” means any Client-specific or User Station programming, content, data or information accessed, provided, transmitted, streamed, or processed by, to or through the Service.

1.4 “**Client Materials**” means Client Data and other materials (which may include logos, trademarks, trade names, service marks) provided to Provider or transmitted or streamed to or through the Service, collectively.

1.5 “**Documentation**” means the manuals and online help materials Provider provides for use in connection with the Service.

1.6 “**Intellectual Property Rights**” means patents, copyrights, trademarks, service marks, trade names, domain name rights, know-how and other trade secret rights, and all other intellectual property rights and similar forms of protection.

1.7 “**Order**” means a document entered into between Provider and Client detailing the particular Service Modules to be provided by Provider during the annual Service Term, the annual Subscription Fees associated therewith, and any other transaction-specific terms and conditions, which Order shall be subject to the terms and conditions of this Agreement

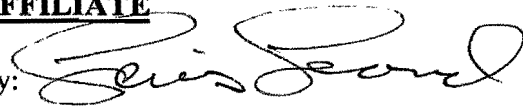
11.9 Construction. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. As used in this Agreement, the word "including" means "including but not limited to."

11.10 Entire Agreement; Execution. This Agreement comprises the entire agreement between Client and Provider and supersedes all prior or contemporaneous statements, representations, negotiations, discussions, materials, or agreements, whether written or oral, between the parties regarding its subject matter. This Agreement may be executed in counterparts, which taken together shall form one binding legal instrument. The parties hereby consent to the use of electronic signatures in connection with the execution of this Agreement, and further agree that electronic signatures to this Agreement shall be legally binding with the same force and effect as manually executed signatures.

IN WITNESS WHEREOF, the parties hereto have caused the Agreements to be executed by their respective authorized representatives, as of the Effective Date.

My signature below confirms acceptance of Pacifica services. On page 5 I have indicated whether or not to include the Internet Technology package.

Girdwood Community Club Inc.
Glacier City Radio, KEUL
AFFILIATE

By: 

Date: 9-14-22

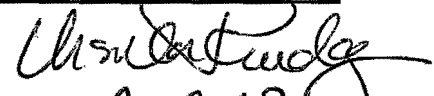
Name/Title: LEWIS LEONARD

Affiliate Email: 

Affiliate Address: Box 29 GIRDWOOD
AK, 99587

Affiliate Telephone: 907-754-2489

PACIFICA FOUNDATION

By: 

Date: 9-20-2022

Ursula Ruedenberg
Manager, Pacifica Affiliate Network

ursula@pacificafoundation.org / 510-812-7989
www.Pacificanetwork.org

816 Clark Ave
Ames, IA 50010

We are updating our contact information to work more smoothly with your business office. We would appreciate it if you could take a moment to give us information about your contact person for invoicing. Thank you.

Name

Email:

Telephone:

Click the Sign button at bottom of screen to submit the agreements.
You will receive a PDF copy of this document by email.