

Jen, Gabe, and Chewy Moment Madness

**OFFICIAL RULES**

***NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING.***

1. CONTEST OVERVIEW:

ESPN Milwaukee will execute a contest to give away one (1) Grand Prize of a \$50 gift card to The Jewelry Center and college basketball tournament “moment” memorabilia in the Jen, Gabe, and Chewy Moment Madness contest! Fans can receive the opportunity to participate by listening to Jen, Gabe, and Chewy from 7a to 9a CT between the dates on Monday, March 14, 2022 and Thursday, March 17, 2022 for the announcement of a cue to call. By being the correct numbered caller, the fan will be randomly assigned a “seed” that then correlates to one of the greatest show moments from during Jen, Gabe, and Chewy. These show moments will then faceoff against each other in a single elimination bracket with fans voting to advance their favorite moment via a Twitter poll. The final winner will be the fan associated with the “seed” of the moment that receives the most votes on Monday, April 4, 2022.

2. HOW TO ENTER

- a. These rules govern the Jen, Gabe, and Chewy Moment Madness promotion (the “Promotion”) being conducted by WKTJ 94.5 ESPN Milwaukee, 720 E Capitol Drive, Milwaukee, WI 53212 (“GKB”) beginning on Monday, March 14, 2022 at 7 AM CST and ending on Monday, April 4, 2022 at 9 AM CST.
- b. To participate in the Promotion, you may enter via the following method(s):
  - Cue to Call during Jen, Gabe, and Chewy – weekdays, 7a to 9a CT
  - i. To participate in the Promotion, you must listen to WKTJ 94.5 ESPN Milwaukee each day beginning on Monday, March 14, 2022 and ending on Monday, April 4, 2022 between the hours of 7 AM and 9 AM CST each day weekdays during the Promotion dates for the announcement of the cue to call. Upon hearing the cue to call, the designated number caller (as announced by the on-air personality prior to the cue to call) to get through to the GKB contest line at 800.990.3776 will win a chance to win the grand prize. Upon confirmation of eligibility, the winning caller will be randomly assigned a “seed” of 1 through 16 that correlates to one of the greatest show moments from Jen, Gabe, and Chewy. These moments will then be voted on in a single elimination bracket with the moment receiving the most votes via Twitter polls advancing from Monday, March 23, 2022 through Monday, April 4, 2022 until one moment remains. At the time of their call, callers will be required to provide all information requested including their full name, complete address (including zip code), day and evening phone numbers and

date of birth in order to be eligible to win. In the event that the selected caller is disconnected or is found to be ineligible, the next eligible caller that successfully makes it through on the call-in line and completes their call will be a winner. There is no limit to the number of times a listener may attempt to call in to win, but a listener may be a winner only once. There will be up to a total of sixteen (16) cue to call qualifiers selected on-air during the Promotion dates, and one (1) Grand Prize winner as determined by the Twitter Polls. GKB is not responsible for telephone service outages, delays, busy signals, equipment malfunctions or any other technological difficulties that may prevent an individual from completing his/her telephone call. Due to delays in the GKB online streaming of its broadcast signal, listeners to the online stream may not be able to participate in or may be disadvantaged in participating in on-air contests.

- ii. By participating in the Promotion, entrant understands that he or she is providing his or her information to GKB and not Twitter. Further, entrant specifically agrees to release Twitter from any and all liability associated with this Promotion. The Promotion is in no way sponsored, endorsed or administered by, or associated with, Twitter.
- iii. Show times are subject to change based on breaking news and specialty content at the discretion of GKB. GKB has the right to not notify fans and to not update contest rules or the webpage when such situations occur.

### 3. ELIGIBILITY RESTRICTIONS

- a. The Promotion is open to all persons who are 18 years of age or above and who reside in the Greater Milwaukee Area. Employees of GKB, its subsidiary and affiliated entities, GKB's advertising and promotional agencies, its participating sponsors, [other radio stations in the Milwaukee metropolitan area and the members of their immediate families (spouse, parents, siblings, or children) and/or households (whether related or not) are ineligible to participate or win. This Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited.
- b. Listeners are eligible to win a prize in a Promotion conducted by GKB only once every seven (7) days and only once every thirty (30) days if the prize is valued over \$600. Only one (1) winner per household is permitted in any GKB promotion.
- c. The winner must provide valid government-issued photo identification and provide his or her complete address, date of birth and phone number to claim a prize.

- d. Entrants are required to provide truthful information and GKB will reject and delete any entry that it discovers to be false or fraudulent. GKB will disqualify any entry from individuals who do not meet the eligibility requirements.

### 3. PRIZES

- a. Sixteen (16) qualifying prizes, and one (1) Grand Prize will be awarded in this Promotion. Each prize consists of the following:
  - Qualifying Prize: The opportunity to be assigned a random “seed” and compete for the Grand Prize.
  - Grand Prize: \$50 gift card to The Jewelry Center, (1) autographed 2000 Wisconsin Badgers Final Four pennant, (1) limited edition Dwyane Wade Marquette figurine

The Approximate Retail Value (“ARV”) of the prize is \$100. The winner will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the Prize. GKB accepts no responsibility for repairing any real or supposed damage to any prize.

The gift card will be subject to the terms and conditions as set forth by the issuer of the gift card.

- b. All prizes or prize certificates will be mailed to the winners. In order to officially claim their prize, each winner must complete and return any required prize forms to GKB. The winner will forfeit any prize or prize certificate not claimed within thirty (30) days of winning. In the event that a prize or prize certificate is mailed to the winner, it will be with the prior written consent of the winner and therefore, winner assumes the risk of its loss. GKB is not responsible for the safe arrival of a prize or prize certificate.
- b. There is no substitution, transfer or cash equivalent for prizes, except that GKB may, at its sole discretion, substitute prizes or cash of comparable value. The prizes are expressly limited to the item(s) listed above and unless otherwise expressly specified, do not include taxes, gratuities or any other expenses. Other restrictions may apply.

### 4. WINNER SELECTION AND NOTIFICATION

- a. Decisions of GKB management with respect to the Promotion are final.
- b. Qualifying winners will be selected on-air, weekdays from 7a to 9a CT on WKTI 94.5 ESPN. The Grand Prize winner will be selected via Twitter poll on Monday, April 4, 2022.
- c. Final winners will be know Monday, April 4, 2022.

- d. Odds of winning a Qualifying Prize depends upon the number and order of calls received. Odds of advancing in each round of the bracket via Twitter polls are 1 in 2, for each of the potential four (4) rounds to determine the Grand Prize winner.
- a. Qualifiers must listen to WKTI 94.5 ESPN Milwaukee to win. Grand Prize winner need not be present to win but must pick the prize up before the specified date of the event and during the office hours of GKB.
- b. The winner must execute and return any required affidavit of eligibility and/or liability/publicity release before the specified date of the event or the prize will be forfeited and an alternate winner will not be selected. If a potential winner cannot be contacted, fails to sign and return the required affidavit of eligibility and/or liability/publicity release within the required time-period, or if a prize or prize notification is returned as undeliverable, the potential winner forfeits the prize.

## 5. CONDITIONS

- a. Payments of all federal, state and local taxes are solely the responsibility of the winner. The winner will be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize valued at \$600 or more or for any prizes awarded by GKB in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in forfeiture of the prize. Such winnings of \$600 or more will be reported to the IRS.
- b. By participating in the Promotion, the winner agrees to have the winner's name, voice and likeness used in any advertising or broadcasting material relating to the Promotion without additional financial or other compensation, and, where legal, to sign a publicity release confirming such consent prior to acceptance of the prize.
- c. Prior to awarding any prize(s) or prize certificate(s), GKB, in its sole discretion, may require Promotion winner(s) (and any travel companion(s) or guest(s)) to sign a liability release, agreeing to release and hold harmless GKB, its subsidiary and affiliated entities, their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns from and against any and all claims or liability arising directly or indirectly from the prize and participation in the Promotion.
- d. If for any reason this Promotion cannot be executed as planned, including, but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of GKB that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes

technically corrupted in any way, electronically or otherwise, the Station reserves the right to cancel, terminate, suspend, or modify the Promotion. If the Promotion is terminated before the original end date, GKB reserves the right to select the winner(s) by random drawing from among all eligible non-suspect entries received as of the termination time/date or otherwise modify the procedure for selecting winner(s).

- e. GKB, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of GKB's website. Failure to comply with the rules of the Promotion may result in a contestant's disqualification and/or forfeiture of any prize or prizes. If GKB makes a good faith determination that an entrant has cheated or committed fraudulent activity in connection with a Promotion, GKB reserves the right to disqualify that entrant from entering and/or winning future Promotions and to prosecute and seek damages to the fullest extent permitted by law.
- f. GKB reserves the right to make changes in the rules of the Promotion, including, without limitation, the substitution of a prize of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of GKB, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, GKB reserves the right, but not the obligation, to cancel, terminate, suspend, or modify the Promotion and shall not be required to award a substitute prize.
- g. GKB is not responsible for typographical or other errors in the printing, the offering or the administration of the Promotion or in the announcement of a prize.
- h. For a copy of these Official Rules, send a self-addressed stamped envelope for receipt by Monday, April 4, 2022 marked "Jen, Gabe, and Chewy Moment Madness – Official Rules," Attn: Promotions, Good Karma Brands Milwaukee, LLC 720 E Capitol Drive, Milwaukee, WI 53212. For the names of the prize winners send a self-addressed stamped envelope for receipt by Friday, June 10, 2022 to the above address marked "Jen, Gabe, and Chewy Moment Madness – Winner List." The Official Rules and the Winner List (when completed) shall also be available during regular business hours at the main offices of GKB and may be posted online at [espnwisconsincontests.com](http://espnwisconsincontests.com).

Administrator: Good Karma Brands Milwaukee, LLC, 720 E Capitol Drive, Milwaukee, WI, 53212

Sponsor: Professional Construction Inc., 108 Wilmont Dr, Waukesha, WI 53189

**GOOD KARMA BROADCASTING LLC  
CONTEST CHECKLIST**

*The attached is a checklist that promotions personnel can use when planning and executing contests and promotions.*

*Check with GKB management if you have any questions.*

## CONTEST CHECKLIST

### BEFORE a Contest Begins, You Should:

- Structure the contest so it does not constitute an illegal lottery.

An illegal lottery is defined as a scheme whereby entrants expend consideration (monetary expenditure, and in some states, the expenditure of substantial time or effort) for the possibility of winning a prize where the winner is selected by chance. Thus, to structure a contest properly, one of the three elements must not be present.

If each of the three lottery elements is present, the promotion can likely be properly structured by removing the requirement of consideration, e.g., through the use of a free alternate method of entry that provides equal chances of winning.
- Develop Official Rules, regardless of how the contest is promoted or entered, *i.e.*, via on-air, web channel, remote location, text message, or postal mail.
- Fully and accurately disclose all material terms in the Official Rules. Generally, material terms include the following:
  - How to enter, participate and win;
  - Eligibility restrictions (such as a minimum age or geographic requirements);
  - Entry deadline dates;
  - The number of entries permitted;
  - The extent, nature and value of prizes, and the basis for the valuation of prizes;
  - The time and method of selecting winners;
  - Any tie-breaking procedures that will be used; and
  - Any additional restrictions, conditions or limitations.

NOTE: For multi-station, and multi-market contests, each mention of the contest should also state that entrants are competing against entrants of other stations or in other markets.
- Secure the contest prize(s), ensuring that the prize(s) will be available to the winner.

NOTE: We recommend entering into a written agreement with the provider of any contest prize to provide protection in the event that the person or entity fails to deliver the agreed upon prize. This is particularly important for any high value or unique prizes where substitution would be difficult or unlikely to satisfy a winner.
- As appropriate, send contest rules to legal counsel with ample time for review.
- Complete any additional planning required for an internet contest, gift with purchase promotion, charity raffle, or direct mail sweepstakes.
- For contests promoted on broadcast stations, prepare all on-air copy related to the contest, including the required material terms disclosures.

NOTE: The FCC **requires** stations that broadcast or advertise information about a contest to broadcast on air all material terms of the contest, including where the full rules can be found. At a minimum, we recommend broadcasting the materials terms at least once per day, in various day parts on each day the contest is conducted. Contests not promoted on-air do not have to comply with this requirement.

- ☑ Prepare any necessary participant, winner, and guest/travel companion releases.
- ☑ Register the contest, if necessary:
  - Contests open to Florida residents that will award a total of more than \$5,000 in prizes must be registered and bonded – however, broadcast entities are exempt from this requirement. This registration must be done at least 7 days before the contest begins.
- ☑ For broadcast stations that stream their signal on the internet, a disclaimer should be included near the streaming player/application to warn internet users that there may be delays in the internet stream, making it difficult to participate in contests that depend on cues to call in (e.g., be the 10<sup>th</sup> caller). We recommend a disclosure such as "Due to delays in internet streaming, listeners/viewers of the online stream may be disadvantaged in any conducted on-air contests."

Additional planning is required if you are conducting:

➤ An Internet contest.

- You should use a click-through certification to verify that each person entering the contest has reviewed the Official Rules and agrees to comply with them, as well as the website's Privacy Policy and Terms of Use Agreement and agrees to comply with each document. (e.g., "[ ] By checking this box, I confirm that I have read and consent to the Official Rules of the [name of contest], this website's Terms of Use Agreement and its Privacy Policy." ) There should be a hyperlink to each of the three documents in this certification.
  - The click-through box should not be pre-checked; you should secure an entrant's affirmative consent.
  - If the box is not checked by the entrant, registration for the contest cannot be completed. If an entrant tries to submit his or her entry without checking the click box, a message that contains a click box should appear that states "Please confirm that you have read and accept the Official Rules, Privacy Policy and Terms of Use Agreement."
  - Each website needs an updated Privacy Policy and Terms of Use. If a GKB-sponsored contest will be run off any website other than your station/business unit's main website, including a sponsor's or promotional partner's website, you may wish to seek legal review ideally at least one week before the contest begins.

➤ A gift with purchase promotion.

- Some states have specific laws about these promotions. You should work with the sponsor or vendor, and legal counsel, to ensure that all state law requirements are complied with.



- You should provide all point of purchase materials for legal review at least one week before the materials go to print.
- A charity raffle or direct mail sweepstakes. Very specific federal and state laws may apply to these promotions. Before proceeding beyond the concept stage, you should confirm whether your proposal is viable.
- Contests that involve specific products or services. You should consult with legal counsel if the contest or prize involves the following products and services:
  - Motor vehicles
  - Gasoline
  - Dairy
  - Tobacco
  - Alcohol
  - Health care or medical services
  - Financial services
- A promotion at a remote or sponsor location. Before proceeding you should enter into a written agreement with the sponsor, host or venue owner or manager to obtain consent for your remote broadcast and/or event. At any remote events, Official Rules for your promotion must be publicly available.
  - Entry forms for remote contests should request the same information as an online entry (including a check box to indicate consent to the station's Privacy Policy and Official Rules).
  - Entry forms should also provide for the entrant's consent to share his or her Personal Information with a sponsor or advertiser, consistent with the Station/Publication's Privacy Policy.
  - Entry Forms should also require a date and written signature of the entrant.
  - A copy of the relevant Privacy Policy should be available at the remote or sponsor location.

**DURING a Contest, You Should:**

- Have any necessary contest participant releases executed.
- Broadcast the material terms of a station-conducted contest as required by the FCC. These broadcasts should start as soon as the contest is first mentioned on-air. We recommend doing so at least once a day during the contest period.
- The material terms typically include: Generally, material terms include the following:
  - How to enter, participate and win (including the type or types of entry or submission);
  - Eligibility restrictions (such as a minimum age or geographic requirements);
  - Entry deadline dates;

- The number of entries permitted;
- The extent, nature and value of prizes, and the basis for the valuation of prizes;
- The time and method of selecting winners;
- Any tie-breaking procedures that will be used;
- How the complete set of rules can be viewed; and
- Any additional restrictions, conditions or limitations.

NOTE: Such announcements should be rotated throughout all day parts, unless a contest is conducted solely during one day part, in which case the material terms announcements should be concentrated in that day part.

- Not make ANY false or misleading statement about the contest.
- Take all reasonable steps to ensure the continued availability of prizes.
- Conduct the contest in a fair manner consistent with the Official Rules.

All aspects of the contest must be fair, which means that you may not:

- Misrepresent the odds or likelihood of winning.
- Describe the prizes inaccurately (for example, stating that the prize is “a hundred grand” and providing the winner with a prize of a 100 Grand candy bar).
- Tell contestants they can win a prize if it is not possible to do so.
- Inflate the value or number of available prizes.
- Provide false or misleading clues unlikely to assist in winning.
- Rig the contest (for example, pre-selecting or secretly assisting the winners).

Rule changes are sometimes unavoidable – as a last resort.

- Contest rules are similar to a contract with your entrants, so it is important not to change the rules unless absolutely necessary. You cannot change the rules just to make the contest more exciting or because a sponsor requested the change.
- If a change in the material terms of the contest becomes necessary after the contest has begun, contact legal counsel immediately in order to determine how to disclose the change promptly and conspicuously to minimize any unfair disadvantages to contestants.
- If an announced prize becomes unavailable, you should contact legal counsel immediately to determine how to announce the change promptly and conspicuously. All reasonable efforts should be made to secure an equivalent prize.

**AFTER the Winner(s) Is/Are Selected, You Should:**

- Have the eligible winner(s) (and their parents/legal guardians (if applicable), guests or travel companions, if any) sign any required releases.
- If a prize is valued at \$600 or more, or if a winner has won in the aggregate of \$600 or more in value for multiple prizes in the current calendar year, have that

winner complete and sign IRS Form W-9 or the equivalent. The winner is required to complete the W-9 Form - not the station. The winner must provide a complete Social Security Number, and all contest rules should clearly state this as a condition of winning.

- After you receive the completed W-9 Form, you must deliver it immediately to the station/publication's Business Office.
- If the winner wishes to return the completed W-9 Form to the station via facsimile, please provide the telephone number of a secured fax machine. We do not advise that the winner send a completed W-9 via email for security purposes.

Award all prizes promptly, retaining the records detailed below.

We suggest retaining written and electronic contest materials consistent with your corporate retention policy (unless a complaint is received in the interim, in which case you should retain all materials until the complaint resolution is final). The materials you should retain include:

- A list of winners.
- For the winners of prizes valued at \$600 or greater, a copy of the completed IRS W-9 Form, kept in a secured location.
- Copies of any entrant or sponsor complaints.
- Internal memoranda and correspondence (including emails) related to the contest.
- The text of on-air promotional announcements.
- The text and scheduling for the material terms disclosures.
- Any newspaper, magazine, website or email advertisements about the contest.
- The official rules and eligibility requirements.
- Participant releases.
- Winner and Travel Companion releases.

### **Frequently Asked Questions:**

**Q.** Can we hold a text-to-win contest?

**A.** Maybe. Generally, text-to-win contests are prohibited UNLESS there is a free alternate means of entry (for example, online entry) and those who enter by the free alternate means of entry have the same chance of winning as those who enter by text message. However, in some states, the alternative means of entry for a contest that involves a premium text message for entry is not sufficient to make the contest lawful; it is deemed to be an illegal lottery. As well, text-to-win contests can raise certain privacy issues.

**Q.** We are running a photo or essay submission contest. Can I leave the decision as to who wins entirely up to the judge's discretion?

**A.** **No.** The rules must include specific judging standards, which may not be arbitrary and must be consistently applied. The standards must be as objective as possible. For example, in a contest involving the submission of

photos showing pride in the XYZ Team, the following would be sufficient:  
“Photos will be judged 50% on creativity, and 50% on the best showing of XYZ Team pride.”

**Q.** Can I give away tickets to a professional sporting event?

**A.** **Maybe.** Before proceeding with such a giveaway, you must have all necessary consents required by the team and/or league. If you have any questions regarding this, please consult legal counsel.

### **Template Documents:**

We have provided electronic copies of the following documents that can be used in planning and executing contests. Please note that when using each of these template documents, it is important to review them carefully and make any necessary edits to accurately reflect the specific contest.

➤ Generic Contest Rules or Detailed Model Contest Rules

- All contest rules must be carefully tailored to each contest and reviewed in advance by station management to ensure accuracy and completeness. Once finalized, contest rules should be posted on the station’s website, if applicable. If the station does not have a website, the rules must be made available upon request by postal mail or available at the station.
- If any prize is valued at \$600 or greater, the rules should state that the winner(s) will be required to complete IRS Form W-9 or the equivalent, or the prize(s) will be forfeited. The rules should also state that if a winner wins prizes valued at \$600 or more in the aggregate in a calendar year, that winner will be required to complete IRS Form W-9.
- If the winner is allowed to share a prize (a trip, event tickets, etc.) with a guest or travel companion, the rules should also require the guest or travel companion to sign a liability release before the station will award the prize or prize certificate. Depending on the nature of the prize, the guest or travel companion may also be subject to age or other eligibility requirements.

➤ Prize Provider Agreement – You should use this agreement to secure the prizes that will be distributed through the contest. It is particularly important that such an agreement be executed for any unique or significant prizes for which it would be difficult to find a substitute.

➤ Contest Participant Release – You should require all participants to sign a release prior to entering the contest if:

- There is ANY risk to any person or property caused by participation in the contest; or
- The station wants the right to use the participant’s name, likeness, or voice for promotional purposes.

If the participant is a minor, the parent or legal guardian must also sign the document.

➤ Winner Affidavit of Eligibility and Liability/Publicity Release – You should use this document for ALL contest winners. If the contest winner is a minor, the parent or

legal guardian must also sign the document. If the prize is valued at \$600 or more, or involves a unique risk, this Affidavit and Release should be notarized. The blue notary language in this template should be deleted for other prizes.

- Affidavit and Release for Decline of Prize – In rare instances you may encounter an eligible winner who ultimately decides not to accept the prize (perhaps because they did not understand the tax implications, etc.). You should use this affidavit and release to document the winner's intent to decline the prize.
- Guest/Travel Companion Release – You should use this document for each guest or travel companion who will share in a winner's prize.

**GOOD KARMA BROADCASTING LLC  
GENERIC CONTEST ON-AIR TERMS**

*The following is a template of generic on-air contest terms for routine GKB-conducted contests and should be broadcast once per day in rotating day parts. These are intended to be supplemental to customized on-air terms for less routine contests or those involving co-sponsors. Material terms of contests that differ from these generic terms must be broadcast on-air once per day in rotating day parts.*

*Check with GKB management if you have any questions.*

## **GENERIC CONTEST ON-AIR TERMS**

(For Station-conducted contests)

The following rules cover **[INSERT STATION]** contests but may be amended by separate rules for specific contests. For each contest, you must follow instructions and meet eligibility requirements. No purchase necessary. Employees of Good Karma Broadcasting, **[INSERT STATION]**, its affiliates, sponsors and advertising agencies, other radio stations in the metro area, and each of their immediate family members, are ineligible. Unless otherwise stated, you must be a U.S. resident, 18 years of age or older living in **[INSERT GEOGRAPHIC AREA (e.g. “Wisconsin”)]**. Void where prohibited. You can win a prize in a **[INSERT STATION]** contest only once every 7 days, or, for a prize valued over \$600, only once every 30 days. Due to online streaming delays, online listeners may not be able to participate in on-air contests. One winner per household per contest. Prizes may be claimed during regular business hours at **[INSERT STATION]**'s studio. Prizes awarded pending verification of eligibility and are non-transferable and cannot be exchanged or redeemed for cash. We reserve the right to substitute a prize of equivalent value if the prize or any part of the prize becomes unavailable. **[INSERT STATION]**'s decisions are final. Winner must present valid government-issued photo ID and information required for tax purposes. Winners must claim prizes in person within 30 days of winning, but if winner is a minor, winner's parent or guardian must claim it. Winners must comply with all requirements and complete all releases or forfeit prize. Winners are responsible for all taxes. **[INSERT STATION]** isn't responsible for technical difficulties that prevent you from completing a call, sending a text, or for late, lost, stolen, mangled, misdirected, postage due, illegible, or incomplete entries. For text contests, message and data rates may apply; these are your responsibility. For details and complete Official Rules visit **[INSERT STATION]**'s studios during regular business hours or visit us online at **[INSERT URL]**.

## CONTEST OR EVENT PARTICIPANT RELEASE

*The attached is a release to be signed by contest or promotional event **participants** prior to participating in a GKB-conducted contest, promotion, activity, competition or event. Check with GKB management if you have any questions.*



**[STATION OR BUSINESS UNIT LOGO]**  
**CONTEST OR EVENT PARTICIPANT RELEASE**

I, \_\_\_\_\_ **[INSERT PARTICIPANT NAME]**, hereby agree to participate in \_\_\_\_\_ **[EVENT]** (the "Event") which will be held on **[DATE]** at \_\_\_\_\_ **[LOCATION]** and sponsored by **[INSERT STATION OR BUSINESS UNIT, ADDRESS, CITY & STATE]** ("GKB").

I affirm and represent that as of the date of this Release, I am at least 18 years of age **[REVISE MINIMUM AGE ACCORDINGLY]** and otherwise eligible to participate in accordance with the Official Rules of the Event, which I have read. Further, I represent that I am in excellent health and know of no reason why I cannot fully participate in the Event.

In consideration of GKB permitting me to participate in the Event, which I acknowledge is good, valuable and sufficient consideration, I hereby agree as follows:

1. To fully comply with all rules of the Event and any rules or guidelines established by GKB or its representatives regarding entry or participation in the Event, including, but not limited to, rules concerning safety of persons and property. Further, I recognize that if I fail to comply with the rules or guidelines established by GKB for the Event, GKB or its representatives, in their sole discretion, may disqualify me from participating in the Event and that I will have waived any chance that I may have had of receiving any associated prize(s).
2. TO ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM MY PARTICIPATION IN THE EVENT, including, without limitation, (i) the risk of death, bodily injury and property damage, and (ii) the negligence, failure to act and deliberate act of another person.
3. TO RELEASE, DISCHARGE AND AGREE NOT TO SUE GKB, its subsidiary and affiliated entities, their respective officers, directors, shareholders, employees, agents and representatives and all of their successors and assigns (collectively, the "GKB Parties"), from any and all claims, demands, actions, suits, losses, expenses (including, without limitation, reasonable attorneys' fees and expenses), costs and liabilities of any nature whatsoever, including, without limitation, those based on death, bodily injury or property damage, whether or not caused by the negligence or other fault of the GKB Parties, including strict liability and product liability, which I, my heirs, executors, administrators and assigns, had, now have or may hereafter have against any of them arising out of or in connection with (i) my participation in the Event, (ii) my acceptance, possession or use of any prize, (iii) any breach or alleged breach by me of any affirmation, undertaking or obligation of mine in this Release, or (iv) as a result of the promotion, sale or use of any interview or recording, whether audio and/or video, for any purpose, including, but not limited to, any claim of copyright infringement, invasion of privacy or right of publicity.
3. TO DEFEND, HOLD HARMLESS, AND INDEMNIFY THE GKB PARTIES from and against any and all claims, demands, actions, suits, losses, expenses (including, without limitation, reasonable attorneys' fees and expenses), costs and liabilities of any nature whatsoever that arise or result from my action, inaction, negligence or other fault during my participation in the Event.

4. To waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release may not extend to claims, material or otherwise, which the person giving the release does not know of or suspect to exist at the time of executing the release.

5. To grant to GKB, and its agents and assigns, without additional financial or other compensation, the right to use my name, likeness, portrait, recorded voice and biographical material, in order, without limitation, to advertise, promote or publicize GKB, the Event and any advertisers and co-sponsors associated with the Event and their products and services.

I understand that this Release is intended to be as broad and inclusive as permitted by law, and I agree that if any portion of this Release is deemed invalid, the remainder will continue in full force and effect. I further understand that this Release is to be interpreted under the laws of the State or Commonwealth where GKB is located, and I submit to the jurisdiction of the courts within this State or Commonwealth and waive all objections to the jurisdiction or venue of such courts.

I have read the foregoing Release before affixing my signature below, and warrant that I fully understand the contents thereof, and I understand that by making this agreement I surrender valuable rights. I do so freely and voluntarily.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name of Entrant**

\_\_\_\_\_  
**Street Address**

\_\_\_\_\_  
**City, State, and ZIP Code**

\_\_\_\_\_  
**Telephone Number**

\_\_\_\_\_  
**Date of Birth**

**If you are under the age of 18, or the age of majority in your state of residence, your parent or legal guardian must sign below.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name of Parent/Guardian**

**GOOD KARMA BROADCASTING LLC  
USER GENERATED CONTENT SUBMISSION RELEASE**

*The attached release must be used in circumstances in which participants in a GKB-conducted promotion submit user generated content to GKB through a GKB website. User generated content refers to various kinds of media content, including but not limited to video, audio recordings, photography, essays, blogs, and podcasts, that are produced by customers or listeners, online visitors and other end-users. **GKB should require that for any contest involving the submission of user generated content that as part of the entry procedure the user have the opportunity to review this document and before entering, the user must click a button indicating his or her acceptance of the attached release.***

*Because anyone under 18 must obtain a parent's consent to make the release binding and due to GKB's not having systems in place to actually obtain such consent, the release has the user confirm that he or she is 18 or over and contests involving user generated content should be restricted to individuals 18 or over. If you want to run a contest involving individuals under 18 or if you run a contest where user generated content is physically submitted rather than submitted via the website and therefore will get hard copies of the release signed by entrants, you must first consult with GKB management.*

*You should also check with GKB management if you have any other questions.*

**GOOD KARMA BROADCASTING LLC**  
**USER GENERATED CONTENT SUBMISSION RELEASE**

Submitter hereby provides user generated content, which shall mean and refer to any content, media, or materials, regardless of the tangible format, medium, or form, including but not limited to electronic images, photographs, animated or motion pictures, caricatures, likenesses, vocal or other sounds, video or audio recordings, text, artwork, logos, graphics or visual effects, and to all derivative works, translations, adaptations or variations of same, as well as any accompanying correspondence, packaging, or other materials (collectively, the "Content") to Good Karma Broadcasting LLC, which directly or through an affiliated entity is the owner and operator of **[INSERT STATION OR BUSINESS UNIT, CITY, AND STATE]** ("GKB"), under the terms and conditions contained herein ("Release"). Submitter acknowledges that he/she has received adequate consideration for his/her agreement hereunder, most notably the potential publicity and promotional value to Submitter from GKB's possible broadcast, Internet transmission, display, publication, or other use and dissemination of the Content.

1. The undersigned Submitter grants GKB a perpetual, worldwide, irrevocable, non-exclusive, assignable, transferable, unqualified, unrestricted, unconditional, unlimited, royalty-free, license for the use and exploitation of the Content in any manner, including but not limited to the right to, publish, perform, display, scan, edit, crop, merge, resize, view, broadcast, distribute, reproduce, modify, translate create derivative works and/or duplicate of any part of the Content, to incorporate it in other works, in any form, media or technology now known or later developed, and to index, store or categorize the Content by GKB or its affiliated entities, or their respective advertising agencies, third party suppliers or service providers, participating advertisers, sponsors and promotional partners, or the officers, directors, shareholders, employees, agents or representatives of each (collectively, the "GKB Parties") for operational, advertising and/or publicity purposes relating to GKB or any of its affiliated entities, or for any other lawful purpose, in any media now known or hereinafter invented without any financial or other compensation. Under no circumstances will the GKB Parties be held liable or responsible to Submitter for the subject matter or content of the Content or for the authorized or unauthorized use, editing, viewing, broadcast, publication, distribution, manipulation, and/or duplication of the Content. GKB is acting only as a host or conduit for the submitted Content. Submitter understands and agrees that he/she has no right to approve or control the manner in which the Content may be used or displayed.
2. Submitter further understands that the use and exploitation of the Content may subject him/her to risk of notoriety, publicity, ridicule, scorn and/or indignity.
3. Submitter represents and warrants the following:
  - a. Submission of the Content does not violate any agreement or understanding in place with another party, including other organizations, and former or current employers, or their policies and procedures or the like that govern Submitter.

- b. The Content is Submitter's own creation and Submitter owns all rights in and to the Content, including, but not limited to, trademark, copyrights, digital rights and publicity rights. If Submitter is not the holder of such rights, the Content either i) is in the public domain or ii) the holder of such rights has validly and irrevocably granted to Submitter, in writing, the right to grant the license set forth in this Agreement without restriction and without compensation from GKB. At GKB's request, Submitter will provide a copy of such document evidencing the assignment of rights to Submitter, unless the Content is in the public domain.
  - c. The Content is not indecent, illegal, pornographic, sexually explicit, harassing, threatening, tortious, abusive, hateful, embarrassing, offensive or harmful to another individual or entity and does not contain material showing aberrational behavior, graphic violence or drug abuse, and does not defame, invade the privacy of, or infringe upon or violate any rights of any kind whatsoever of any individual or entity.
  - d. The Content does not violate any law, rule, or regulation of any governmental entity.
  - e. The Content is not subject to any obligation of confidentiality.
  - f. Submitter has not accepted or agreed to accept, or paid or agreed to pay, any money, service or other valuable consideration for the inclusion of any matter in the Content.
4. SUBMITTER AGREES THAT HE/SHE WILL NOT MAKE ANY CLAIM OR ACTION, OR ALLOW OR AUTHORIZE ANY THIRD PARTY TO MAKE ANY CLAIM OR ACTION ON BEHALF OF THE SUBMITTER, WITH RESPECT TO THE CONTENT AGAINST THE GKB PARTIES. SUBMITTER HEREBY RELEASES, DISCHARGES, HOLDS HARMLESS, AND INDEMNIFIES THE GKB PARTIES FROM ANY AND ALL LIABILITY FOR ANY DIRECT OR INDIRECT LOSSES, CLAIMS, DAMAGES, ACTIONS, DEMANDS, CAUSES OF ACTION, COSTS OR EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, NO MATTER HOW CAUSED, ARISING OUT OF OR OTHERWISE RELATING IN ANY WAY TO ANY BREACH OR ALLEGED BREACH BY SUBMITTER OF HIS/HER AFFIRMATION, UNDERTAKING, OR OBLIGATION OF THIS RELEASE, OR AS A RESULT OF THE BROADCAST, DISPLAY, DISSEMINATION, OR USE OF THE CONTENT FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM OF COPYRIGHT INFRINGEMENT, INVASION OF PRIVACY OR RIGHT TO PUBLICITY, AND SUBMITTER ACKNOWLEDGES THAT NONE OF THE GKB PARTIES HAVE MADE ANY REPRESENTATION OR WARRANTY TO HIM/HER REGARDING THE CONTENT.
5. Submitter understands that submission of the Content does not obligate GKB to broadcast, display, publish or otherwise transmit, disseminate, promote or use the

Content for any purpose and that GKB makes no claim that the Content is appropriate for any audience or purpose. Submitter further understands that the Content will not be returned.

6. Submitter understands that GKB has the right to review or monitor any Content and to edit, delete, reject, remove or modify, without notice to Submitter, any Content that GKB deems, in its sole discretion, to violate this Release or GKB's Terms of Use Agreement or to be unacceptable to GKB, for any reason or for no reason whatsoever; provided, however, that GKB shall have no obligation or liability to Submitter or any third party for failure to do so or for doing so in any particular manner. GKB also reserves the right to take down any Content if published on a GKB website if GKB personnel receive a notice of any claim of infringement.
7. Submitter agrees that if Content is selected for broadcast, display or dissemination, GKB may use Submitter's full name, title of the Content, and city and state of residence and/or operation for the purpose of identifying, promoting and/or generating publicity for GKB and/or its designees, if such personally identifiable information is provided to GKB. GKB will not disclose any other personally identifiable information to the public, unless the Submitter consents to such disclosure or reasonably believes that it is necessary to: a) conform to regulatory and legal requirements or comply with the legal process; b) protect the safety and security of its users, employees, or property; c) to defend the rights of the GKB Parties; or d) enforce this Release, and GKB's Privacy Policy, Terms of Use Agreement, and any pertinent additional terms, if applicable.
8. Submitter certifies that either he/she is eighteen (18) years of age or older or whatever the legal age of majority (adulthood) is in the Submitter's state of residence, or alternatively, that he/she meets any age and/or residency eligibility for a specific GKB event or promotion in which this Content is submitted for. In no event will GKB knowingly accept content from persons under thirteen (13) years old and any such submissions will be immediately deleted or destroyed.
9. If the Content is submitted via GKB's website, Submitter acknowledges that he/she has read, understands and consents to GKB's Privacy Policy [**INSERT HYPERLINK WITH GKB'S WEBSITE PRIVACY POLICY**], Terms of Use [**INSERT HYPERLINK WITH GKB'S WEBSITE TERMS OF USE AGREEMENT**] Agreement, any pertinent additional terms, in addition to this Release, without reservation.
10. Submitter understands that this Release is intended to be as broad and inclusive as permitted by law, and Submitter agrees that if any portion of this Release is deemed invalid, the remainder will continue in full force and effect. Submitter further understands and agrees that this Release is to be interpreted under the laws of the State or Commonwealth where GKB is located or federal law, as applicable, and Submitter submits to the jurisdiction of the state and federal courts within that State or Commonwealth notwithstanding its conflict of laws provisions, and waives all objections to the jurisdiction or venue of such courts.

**I, the Submitter, have read the foregoing Release and by clicking the “I ACCEPT” or comparably worded button on the GKB website, I represent and warrant that I fully understand and consent to the contents thereof and meet any age and/or residency eligibility requirements.**

**GOOD KARMA BROADCASTING LLC  
MODEL CONTEST/SWEEPSTAKES WINNER AFFIDAVIT OF ELIGIBILITY AND  
LIABILITY & PUBLICITY RELEASE**

*The attached is a release for prize winners in a GKB-conducted contest or sweepstakes.  
Check with GKB management if you have any questions.*



**[STATION OR BUSINESS UNIT LOGO]**  
**CONTEST/SWEEPSTAKES WINNER AFFIDAVIT OF ELIGIBILITY AND  
LIABILITY & PUBLICITY RELEASE**

I, \_\_\_\_\_ **[INSERT NAME OF WINNER]**, am submitting this Affidavit and Release to **[INSERT STATION OR BUSINESS UNIT, ADDRESS, CITY & STATE]** ("GKB") with the understanding that it will be relied upon to determine whether I am entitled to receive the prize for which my entry has been selected as a winner in the \_\_\_\_\_ **[NAME OF CONTEST OR SWEEPSTAKES]** (the "Promotion") conducted by GKB.

I understand that the prize I won is \_\_\_\_\_ **[INSERT DESCRIPTION OF PRIZE; INCLUDE APPROXIMATE RETAIL VALUE]** (the "Prize").

I represent that I have fully complied with all of the Official Rules of the Promotion, which I have read, and I have committed no fraud or deception in entering the Promotion or claiming my prize. I further represent that as of the date I entered this Promotion and the date of this Affidavit and Release, I was at least 18 years of age **[REVISE MINIMUM AGE ACCORDINGLY]** and otherwise eligible to participate in accordance with the Official Rules of the Promotion.

In consideration of the Prize, which I acknowledge is good, valuable and sufficient consideration,

1. I hereby agree to be solely responsible for any and all taxes which may be payable due to my receipt of the Prize, as provided in the Official Rules of the Promotion, and to authorize GKB to withhold any amounts required to be withheld pursuant to Federal, state or local law. I agree to complete and submit an IRS Form W-9 or the equivalent including my full Social Security Number for receipt of any prize valued at \$600 or more, or for any prizes awarded to me by GKB in a calendar year with an aggregate value of \$600 or more.
2. I hereby agree to release, discharge, and absolve GKB, its subsidiary or affiliated entities, their respective officers, directors, shareholders, employees, agents and representatives and all of their successors and assigns (the "GKB Parties"), from any and all claims, demands, actions, suits, losses, expenses, costs and liabilities of any nature whatsoever which I, my heirs, executors, administrators and assigns, had, now have or may hereafter have against any of them arising out of or in connection with the Promotion or the Prize.
3. (APPLIES FOR NON-CASH PRIZES) I hereby acknowledge and agree that the GKB Parties are not acting as the manufacturer(s) or distributor(s) of the Prize. GKB, acting as a consumer, acquired the Prize for the purpose of awarding the Prize to a winner in the Promotion. With respect to any claims I may have as a result of the possession or use of the Prize, I agree that I shall look solely to the Prize's manufacturer or others in the chain of production and distribution of the Prize excluding the GKB Parties. I acknowledge that the GKB Parties have not made any representations or warranties with respect to the Prize. I hereby agree to release, discharge and absolve the GKB Parties from any and all claims, demands, actions, suits, losses, expenses, costs and liabilities of any nature whatsoever which I, my heirs, executors, administrators and assigns, had, now have or may hereafter have against any of them arising out of or in connection with the Promotion or the Prize. Nothing herein contained shall in any way limit my recourse against the manufacturer in the event I have any claims as a result of possession or use of the Prize.

4. I acknowledge and agree that if I do not claim the Prize in person at GKB and if the Prize is mailed or shipped to me, that I will assume the risk of its loss or damage. I agree that GKB is not responsible for the safe arrival of the Prize.

5. I hereby agree to grant to GKB, its agents and assigns, without limitation, and without additional financial or other compensation, the right to use my name, likeness, portrait, recorded voice and biographical material, in order to advertise, promote or publicize GKB, the Promotion and any advertisers and co-sponsors associated with the Promotion and their products and services.

6. If any statement made by me in this Affidavit is false, then, in addition to any other remedies that may be taken against me, I agree to forfeit and return the Prize to GKB.

7. I understand that the Release contained herein is intended to be as broad and inclusive as permitted by law, and I agree that if any portion of such Release is deemed invalid, the remainder will continue in full force and effect. I further understand that such Release is to be interpreted under the laws of the State or Commonwealth where GKB is located, and I submit to the jurisdiction of the courts within this State or Commonwealth and waive all objections to the jurisdiction or venue of such courts.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name of Prize Winner**

\_\_\_\_\_  
**Street Address**

\_\_\_\_\_  
**City, State, and ZIP Code**

\_\_\_\_\_  
**Telephone Number**

\_\_\_\_\_  
**Date of Birth**

**If you are under the age of 18, or the age of majority in your state of residence, your parent or legal guardian must sign below.**

\_\_\_\_\_  
**Signature of Prize Winner's Parent/Guardian Date**

\_\_\_\_\_  
**Print Name of Prize Winner's Parent/Guardian**

**GOOD KARMA BROADCASTING LLC  
MODEL CONTEST/SWEEPSTAKES AFFIDAVIT & RELEASE  
(Declining Prize Winner)**

*The attached is a release to be used in a GKB-conducted contest when the winner declines a prize or a portion of a prize.*

*Check with GKB management if you have any questions.*

**[STATION OR BUSINESS UNIT LOGO]**  
**CONTEST/SWEEPSTAKES AFFIDAVIT & RELEASE**  
**(Declining Prize Winner)**

I, \_\_\_\_\_ **[INSERT NAME OF WINNER]**, hereby confirm that I have declined to accept the prize (the "Prize") I won in the **[NAME OF CONTEST]** (the "Promotion") conducted by **[INSERT STATION CALLS OR BUSINESS UNIT, ADDRESS, CITY & STATE]** ("GKB"), and acknowledge that I have forfeited any and all rights I may have had to receive the Prize and that I will not receive any alternate or substitute prize as a result of my declination of the Prize.

I affirm and represent that my decision to decline acceptance of the Prize was entirely voluntary, and I submit this Affidavit and Release with the understanding that it is being relied upon by GKB and that an alternate winner may be selected in accordance with the Official Rules of the Promotion.

I hereby, for myself and my heirs, executors and administrators, release GKB, its subsidiary and affiliated entities, their respective officers, directors, shareholders, employees, agents and representatives and all of their successors and assigns, from, and waive, any claims, demands, actions, suits, losses, expenses, costs and liabilities of any nature whatsoever arising from or in connection with the Promotion and Prize.

I understand that the Prize I have declined to accept is \_\_\_\_\_ **[DESCRIBE PRIZE]**, with an approximate retail value of \$\_\_\_\_\_.

I understand that the Release contained herein is intended to be as broad and inclusive as permitted by law, and I agree that if any portion of such Release is deemed invalid, the remainder will continue in full force and effect. I further understand that such Release is to be interpreted under the laws of the State or Commonwealth where GKB is located, and I submit to the jurisdiction of the courts within said State or Commonwealth and waive all objections to the jurisdiction or venue of such courts.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name**

**If you are under the age of 18, or the age of majority in your state of residence, your parent or legal guardian must sign below.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name of Parent/Guardian**

**GOOD KARMA BROADCASTING LLC  
PRIZE PROVIDER AGREEMENT**

**AGREEMENT**

This agreement (the “*Agreement*”) dated as of [INSERT DATE] is by and between Good Karma Broadcasting LLC, owner and operator of [INSERT STATION OR BUSINESS UNIT, ADDRESS, CITY & STATE] (hereinafter “*GKB*”), and [INSERT PRIZE PROVIDER NAME] (“Prize Provider”) [INSERT PRIZE PROVIDER’S ADDRESS, CITY & STATE] in connection with [INSERT EVENT NAME] (the “Event”).

1. GKB’s Responsibilities.

GKB will [describe in detail GKB’s responsibilities]

2. Prize Provider’s Responsibilities.

Prize Provider shall provide [DESCRIBE PRIZE] for the grand prize winner of the Event on [INSERT DATE(S) OF EVENT]. GKB shall conduct the Event pursuant to which the winner will have the opportunity, under Prize Provider’s supervision and control, to [DESCRIBE ANYTHING WINNER WILL DO]. The Event will be conducted approximately between [INSERT DATES OF EVENT].

3. Prize Provider’s Responsibilities.

Prize Provider will supply the Event prize – [DESCRIBE PRIZE]

4. Representations and Warranties. Each party hereto represents, warrants and covenants to the other as follows:

- a. It has the full right and legal authority to enter into and fully perform the Agreement in accordance with the terms and conditions hereof;
- b. The individual signing this Agreement has full right and legal authority to enter into this Agreement on such party’s behalf; and
- c. The execution, delivery and performance of the Agreement does not and will not violate or cause a breach of any other agreements or obligations to which it is a party or by which it is bound, and no approval or other action by any governmental authority or agency, or any other individual or entity, is required in connection herewith.

5. Indemnity. Prize Provider shall indemnify, defend, and hold harmless GKB, its affiliated entities and their respective officers, directors, employees and representatives, and the successors and assigns of any of

them, from and against, and reimburse them for, all claims, damages, costs and expenses, including, without limitation, interest, penalties, court costs and reasonable attorneys' fees and expenses, resulting from (a) any breach of any representation, warranty, covenant, obligation or other agreement made by the indemnifying party contained in this Agreement; (b) out of any failure of the indemnifying company to comply with any applicable laws, statutes, ordinances or regulations; (c) any act or omission or negligence of the indemnifying party or its employees, agents, or contractors; and/or (d) any claim for personal injury or property damage or otherwise brought on behalf of any third party person, firm or corporation against the indemnified party as a result of or in connection with the product or services provided by the indemnifying party under this Agreement. In addition, Prize Provider agrees to indemnify, defend, and hold harmless GKB for any announcements, advertisements or other commercial copy produced or provided by the indemnifying party for broadcast including proceedings or litigation alleging infringement, unlawful use or violations of copyright. The foregoing indemnities shall survive the termination of the Agreement.

6. Insurance. Prize Provider will purchase and maintain insurance of the following types and with the following minimum limits:
  - a. General Liability - \$1,000,000 each occurrence/\$5,000,000 aggregate.
  - b. Automobile Liability - \$1,000,000 Combined Single Limit of Liability.
  - c. Employers Liability - \$1,000,000 Bodily Injury Each Accident, \$1,000,000 Bodily Injury Each Employee and \$1,000,000 Bodily Injury by Disease Policy Limit.
  - d. Statutory Workers Compensation for all employees.
  - e. Umbrella Liability - \$20,000,000 excess of the General Liability, Automobile Liability and Employers Liability.

Prize Provider will furnish evidence of such insurance to GKB prior to the start of the Event. The evidence should be in the form of a Certificate of Insurance which shall name GKB and **[INSERT STATION OR BUSINESS UNIT]** as additional insureds. The certificate should contain a clause indicating that a 30-day notice of cancellation or material change will be provided to GKB. Prize Provider shall keep such insurance in effect through the conclusion of the implosion.

7. Miscellaneous. The Agreement constitutes the entire agreement between the parties and shall supersede any and all agreements, whether oral or otherwise, between the parties. Any amendment or modification of the Agreement must be in writing and signed by authorized representatives of both parties. The Agreement will be governed by and construed according to the laws of the State of **[INSERT STATE]**. If any term or

provision of the Agreement, or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of the Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of the Agreement shall be valid and be enforced to the fullest extent permitted by law. This Agreement may be executed in one or more counterparts and by facsimile signature, each of which shall be deemed an original, and all of which together will constitute one and the same instrument.

In witness whereof, this Agreement is executed as of the date set forth below:

**GOOD KARMA BROADCASTING LLC**, owner and operator of **[INSERT STATION OR BUSINESS UNIT]**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Vice President and General Manager

**PRIZE PROVIDER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GOOD KARMA BROADCASTING LLC  
MODEL EVENT AGREEMENT**

*The attached is the model event agreement that your station or business unit should customize for events. GKB management must approve all key event agreements in advance. If a vendor provides its own event agreement, send the vendor's proposed agreement to GKB management for review.*

*Check with GKB management if you have any questions.*



**GOOD KARMA BROADCASTING LLC  
[INSERT NAME OF EVENT] AGREEMENT**

This agreement (the "*Agreement*") dated as of [INSERT DATE] is by and between Good Karma Broadcasting LLC, owner and operator of [INSERT STATION OR BUSINESS UNIT, ADDRESS, CITY & STATE] (hereinafter "*GKB*"), and [INSERT VENDOR NAME] ("*Vendor*" or "[INSERT SHORT NAME FOR VENDOR]"), [INSERT VENDOR'S ADDRESS] with respect to advertising, promotional and sponsorship services for [INSERT EVENT NAME](the "*Event*") scheduled to take place on [INSERT DATE(S) OF EVENT].

1. Term. The term of this Agreement (the "*Term*") shall begin as of the date set forth above and continue through the later of conclusion of the last Event, which is currently scheduled for [INSERT DATE], or the date on which all obligations of the parties set forth herein have been fulfilled.
2. GKB's Responsibilities. GKB agrees that it shall be responsible for the following for the:
  - a. **[Describe in detail the items GKB will be responsible for providing including all promotional support.]**
3. Vendor's Responsibilities. Vendor agrees that it shall be responsible for the following:
  - a. **[Describe in detail the items Vendor will be responsible for providing.]**
4. Fees/Revenues. The parties agree to the following:
  - a. **[Describe the fee arrangement between the parties in lettered paragraphs including (\$) amount, kind of payment accepted and when each payment will be due]**
  - b. **[If the vendor is selling booth/sponsorships for your station or business unit's event, include details about what the booth fee/sponsorship fee will be and how much of those fees the vendor gets to retain]**
5. Representations and Warranties. Each party hereto represents, warrants and covenants to the others as follows:
  - a. It has the full right and legal authority to enter into and fully perform this Agreement in accordance with the terms and conditions hereof; and
  - b. The execution, delivery and performance of this Agreement does not and will not violate or cause a breach of any other agreements or obligations to which it is a party or by which it is bound, and no approval or other action by

any governmental authority or agency, or any other individual or entity, is required in connection herewith.

6. Insurance. Each party will purchase and maintain insurance of the following type and with the following minimum limits:
  - a. Comprehensive General Liability - Bodily Injury & Property Damage: \$1,000,000 each occurrence
  - b. Comprehensive Automobile Liability - Bodily Injury & Property Damage: \$1,000,000 each occurrence
  - c. Workers' Compensation: Statutory Benefits required in the state of operation.
7. Vendor will furnish evidence of such insurance to GKB prior to the start of the Event. The evidence should be in the form of a Certificate of Insurance which shall name Good Karma Broadcasting LLC and **[INSERT STATION OR BUSINESS UNIT]** as additional insureds. The certificate should contain a clause indicating that a 30-day notice of cancellation or material change will be provided to GKB. Vendor shall keep such insurance in effect during the Term of the Agreement.
8. Indemnity. Each of GKB and Vendor shall indemnify, defend, and hold harmless the other party (the "*Indemnified Party*"), its affiliated entities and their respective officers, directors, employees and representatives, and the successors and assigns of any of them, from and against, and reimburse them for, all claims, damages, costs and expenses, including, without limitation, interest, penalties, court costs and reasonable attorneys' fees and expenses, resulting from (a) any breach of any representation, warranty, covenant, obligation or other agreement contained in this Agreement; (b) out of any failure of such party to comply with any applicable laws, statutes, ordinances or regulations; (c) any act or omission or negligence of such party or its employees, agents, contractors or invitees; and/or (d) any claim for personal injury or property damage or otherwise brought on behalf of any third party person, firm or corporation against the Indemnified Party as a result of or in connection with services provided by the indemnifying party under this Agreement, which claim does not result from the intentional acts or the gross negligence of the Indemnified Party.

In addition, Vendor's indemnities under this paragraph shall extend to claims against GKB resulting from (i) any announcements, advertisements or other commercial copy produced, provided or approved by Vendor for broadcast on a station owned by Good Karma Broadcasting LLC or its affiliated entities, including proceedings or litigation alleging infringement, unlawful use or violations of copyright; and/or (ii) any defect, alleged or real, in any product of Vendor's sold or provided as samples to third parties by Vendor or by GKB as part of such party's responsibilities under this Agreement. All of the foregoing indemnities shall survive the termination of this Agreement.

9. Trademarks. Vendor hereby grants to GKB, and GKB hereby accepts from Vendor for the Term of this Agreement the right to use the names, designs, illustrations, logos and trademarks of Vendor in connection with the promotion of the Event; provided, however, that GKB shall be bound by any restriction which Vendor informs GKB of in advance and in writing.
10. Entire Agreement; Choice of Law; Severability. This Agreement constitutes the entire agreement between the parties and shall supersede any and all other agreements, whether oral or otherwise, between the parties. Any amendment or modification of this Agreement must be in writing and signed by authorized representatives of both parties. The Agreement will be governed by and construed according to the laws of the State of [INSERT STATE]. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
11. Counterparts. This Agreement may be executed in one or more counterparts and by facsimile signature, each of which shall be deemed original, and all of which together will constitute one and the same instrument.

In witness whereof, this Agreement is executed as of the date set forth above.

**GOOD KARMA BROADCASTING LLC**, owner and operator of [INSERT STATION OR BUSINESS UNIT]

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Vice President and General Manager

[INSERT VENDOR NAME]

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GOOD KARMA BROADCASTING LLC  
MODEL PROMOTIONAL SERVICES AGREEMENT**

*The attached is the model promotional services agreement that your station or business unit may customize for promotional services.*

*Check with GKB management if you have any questions.*

**GOOD KARMA BROADCASTING LLC  
PROMOTIONAL SERVICES AGREEMENT**

This Promotional Services Agreement (the "Agreement"), dated as of **[INSERT DATE]**, is by and between Good Karma Broadcasting, LLC, owner and operator of **[INSERT STATION OR BUSINESS UNIT, ADDRESS, CITY & STATE]** (hereinafter "*GKB*"), and **[INSERT CLIENT NAME]** ("*Client*"), **[INSERT CLIENT'S ADDRESS, CITY & STATE]**, with respect to the **[INSERT PROMOTION NAME]** (the "*Promotion*") scheduled to take place between \_\_\_\_\_ and \_\_\_\_\_ **[INSERT DATES OF PROMOTION]**. The terms of this Agreement include the Standard Terms and Conditions attached as an Addendum to this Agreement and any attached Exhibits as if such terms were set forth in full in this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Term. The term of this Agreement (the "Term") shall begin as of the first date set forth above and continue through the later of conclusion of the Promotion or the date on which all obligations of the parties set forth herein have been fulfilled. Due to the promotional nature of this Agreement, the parties agree that this Agreement is firm and non-cancelable by Client except as specifically set forth herein.
  
2. GKB's Responsibilities. GKB agrees that it shall be responsible for the following:
  - a. At its sole cost and expense, GKB shall provide the advertising and promotional support for the Promotion as set forth on Exhibit A attached hereto.
  - b. **[Insert additional responsibilities for GKB, if any, including but not limited to sharing GKB's database with the client or the development of a special webpage or promotion (i.e., contests, sweepstakes, surveys). Details are to be provided in Exhibit A.]**
  
3. Client's Responsibilities. Client agrees that it shall be responsible for the following:
  - a. **[Insert responsibilities for Client, if any, including but not limited to specific duties in the development of a special webpage or promotion (i.e., contests, sweepstakes, and surveys). Details are to be provided in Exhibit B.]**
  
4. Fees/Revenues. Client shall pay GKB an amount equal to **[INSERT NUMBER]** dollars (\$\_\_\_\_\_) (the "Fee") for all of GKB's services hereunder payable in \_\_\_\_ (\_\_\_\_) installments of \_\_\_\_\_ (\$\_\_\_\_\_) each, which will be due from Client to GKB on the following dates: **[INSERT DATE]**, **[INSERT DATE]**.

In witness whereof, this Agreement including the Standard Terms and Conditions attached hereto, is executed as of the date set forth above.

**GOOD KARMA BROADCASTING LLC**, owner and operator of **[INSERT STATION OR BUSINESS UNIT]**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Vice President and General Manager

**[INSERT CLIENT NAME]**

By \_\_\_\_\_

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

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

**Promotional Services Agreement**  
**Standard Terms and Conditions**  
**[Insert Good Karma Standard Terms and Conditions**  
**for Advertising on GKB Stations, if available]**

1. Representations and Warranties. Each party hereto represents, warrants and covenants to the others that: (i) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with the terms and conditions hereof; and (ii) the execution, delivery and performance of this Agreement does not and will not violate or cause a breach of any other agreements' obligations to which it is a party or by which it is bound, and no approval or other action by any governmental authority or agency, or any other individual or entity, is required in connection herewith.

a. GKB represents and warrants to Client that it will conduct this promotion in accordance with any and all applicable federal and state laws, rules and regulations, including without limitation, the rules and regulations of the Federal Trade Commission and the Federal Communications Commission. **[DELETE IF NOT NECESSARY]**

b. Client represents and warrants to GKB that it will not use GKB's Personal Information for any purpose outside the provisions of services contemplated by this Agreement and that it will not disclose any Personal Information, Sensitive Personal Information, or any station database to anyone other than the Client's personnel or Client's authorized representatives without first obtaining the express consent of GKB. Personal Information is defined, separately or in combination, as a person's name, email address, mailing address, telephone number, birth date or age, personal preferences, and non-personal information collected from a person, which shall include information collected from a person that cannot be used to identify or contact a person (collectively "Personal Information"). Personal Information that is sensitive or confidential in nature, shall include any one of the following identifiers: a person's social security number, credit card number, debit card number with or without password or pin, state identification card number, driver's license number or any financial/employment history that would be provided by an applicant for a credit application ("Sensitive Personal Information"). Client also warrants and represents that it will not use a website user's telephone number which may be provided in a station or business unit's database or an individual entry for any interactive website activity or event (including, but not limited to a contest, sweepstakes, or marketing survey) for telemarketing purposes unless the website user has given his or her written affirmative consent to such use, identified the specific telephone number to use, and has signed the consent form. Such consent may be requested electronically with an opt-in click box and accompanying disclosure statement at the time of the user's registration or entry, or in subsequent correspondence. Performance of the warranties and representations set forth in this section are material terms of this Agreement. **[DELETE IF NOT NECESSARY]**

2. Indemnity. Client shall indemnify, defend, and hold harmless GKB, its affiliated entities and their respective officers, directors, employees and representatives, and the successors and assigns of any of them, from and against, and reimburse them for, all claims, damages, costs and expenses, including, without limitation, interest, penalties, court costs and reasonable attorneys' fees and expenses (collectively "Liabilities"), resulting from (a) any breach of any obligation contained in this Agreement; (b) any claim for personal injury or property damage or otherwise brought on behalf of any third party person, firm or corporation against GKB as a result of or in connection with products or services provided by the Client under this Agreement, which claim does not result from the intentional acts or the gross negligence of GKB; (c) claims against GKB resulting from any announcements, advertisements or other commercial copy produced, provided or approved by Client for broadcast on a station owned by GKB or its affiliates, including proceedings or litigation alleging infringement,

unlawful use or violations of copyright; (d) any defect, alleged or real, in any product of Client's sold or provided as samples to third parties by Client or by GKB as part of such party's responsibilities under this Agreement; and/or (e) any and all claims in connection with the products or services provided by the Client under this agreement, including any inquiry, investigation or enforcement proceeding brought by or before any federal, state or local governmental agency, or any private cause of action brought by or on behalf of an individual because of Client's non-compliance with any local, state or federal law or regulation, including but not limited to, the CAN-SPAM Act of 2003 and the telemarketing "Do Not Call" registry. GKB shall indemnify, defend, and hold harmless Client, its affiliates and their respective officers, directors, employees and representatives, and the successors and assigns of any of them, from and against, and reimburse them for, all Liabilities resulting from any breach of any obligation contained in this Agreement. All of the foregoing indemnities shall survive the termination of this Agreement. Notwithstanding anything to the contrary in this Agreement, GKB shall not be responsible for, and shall not indemnify Client with respect to, compliance of the Promotion with law.

3. Trademarks. Client hereby grants to GKB, and GKB hereby accepts from Client for the Term of this Agreement the right to use the names, designs, illustrations, logos and trademarks of Client in connection with the Promotion; provided, however, that GKB shall be bound by any restriction which Client informs GKB of in advance and in writing.

4. Nondiscrimination Statement. GKB and its affiliated entities do not discriminate in advertising contracts on the basis of race, ethnicity or gender, and will not accept any advertising which is intended to discriminate on the basis of race, ethnicity or gender. Client represents and warrants that it is not purchasing advertising time from GKB or its affiliated entities that is intended to discriminate on the basis of race, ethnicity or gender.

5. Entire Agreement; Choice of Law; Severability. This Agreement constitutes the entire agreement between the parties and shall supersede any and all other agreements, whether oral or otherwise, between the parties. Any amendment or modification of this Agreement must be in writing and signed by authorized representatives of both parties. The Agreement will be governed by and construed according to the laws of the State of New York, excluding any conflict of laws rules that might otherwise be applicable. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

5. Counterparts. This Agreement may be executed in one or more counterparts and by facsimile signature, each of which shall be deemed original, and all of which together will constitute one and the same instrument.



**Exhibit A**  
**Description of Advertising and Promotional Support to be Provided**  
**by GKB**

Advertising [**if applicable**]

GKB will carry spot advertising on [**STATION**] for the Promotion as follows:

**[List spot advertising schedule including times, dates, duration]**

Promotional Support

GKB will provide promotional support for the Promotion as follows:

**[List promotional support that GKB will be required to provide; examples of kinds of information/level of detail to fill in follow]**

**Exhibit B**

**Description of Items and Services to be Provided by Client for the Promotion**

**[Describe what the Client will provide, including any contest prizes to be provided by Client, copy points, promotional material for in-store events]**

**GOOD KARMA BROADCASTING LLC  
MODEL SPONSORSHIP AGREEMENT**

*The attached is the model sponsorship agreement that your station or business unit should customize for sponsorships. GKB management must approve all sponsorship agreements in advance.*

*Check with GKB management if you have any questions.*

**GOOD KARMA BROADCASTING LLC  
SPONSORSHIP AGREEMENT**

This agreement (the "Agreement") dated as of **[INSERT DATE]**, is by and between Good Karma Broadcasting LLC, owner and operator of **[INSERT STATION OR BUSINESS UNIT, ADDRESS, CITY & STATE]** (hereinafter "**GKB**"), and **[INSERT LEGAL NAME OF BUSINESS, ADDRESS, CITY & STATE]** ("**Sponsor**"), with respect to advertising, promotional and sponsorship services for **[INSERT EVENT NAME]** (the "**Event**") scheduled to take place on **[INSERT DATE(S) OF EVENT]** at the **[INSERT VENUE NAME]** ("Venue").

1. **Term.** The term of this Agreement (the "**Term**") shall begin as of the date set forth above and continue through the later of conclusion of the last Event, which is currently scheduled for **[INSERT END DATE]**, or the date on which all obligations of the parties set forth herein have been fulfilled. **Due to the promotional nature of this Agreement, the parties agree that this Agreement is firm and non-cancelable by Sponsor.**

2. **GKB's Responsibilities.** GKB agrees that it shall be responsible for the following:

**a. [List all of GKB's responsibilities in lettered paragraphs – BE EXPLICIT (for example "provide Sponsor with exclusive sponsorship in the soft drink category", "provide Sponsor with two tables and 4 signs at the Event")]**

**b. [include description of on-air schedule if any, that any GKB station will be required to carry (for example "provide Sponsor with a minimum of twenty-five (25) promotional announcements on [STATION] in rotating dayparts between August 9, 2011 and August 13, 2011 )]**

3. **Sponsor's Responsibilities.** Sponsor agrees that it shall be responsible for the following:

**a. [List all of Sponsor's responsibilities in lettered paragraphs – BE EXPLICIT]**

4. **Fees/Revenues.** The parties agree to the following:

**[describe the fee arrangement between the parties including \$ amount, kind of payment accepted and when each payment will be due – i.e. payment due on billing, collection, upfront, in cash]**

In witness whereof, this Agreement, including the standard terms and conditions attached to this Agreements executed as of the date set forth above.

**GOOD KARMA BROADCASTING LLC**, owner and operator of **[INSERT STATION OR BUSINESS UNIT]**

By \_\_\_\_\_

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

Title: Vice President and General Manager

**[INSERT LEGAL NAME OF BUSINESS]**

By \_\_\_\_\_

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

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

**[INSERT STATION OR BUSINESS UNIT] Sponsorship Agreement**  
**Standard Terms and Conditions**

**Representations and Warranties.** Each party hereto represents, warrants and covenants to the others as that (a) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with the terms and conditions hereof; and (b) the execution, delivery and performance of this Agreement does not and will not violate or cause a breach of any other agreements or obligations to which it is a party or by which it is bound, and (c) no approval or other action by any governmental authority or agency, or any other individual or entity, is required in connection herewith.

**Insurance.** Each party will purchase and maintain insurance of the following type and with the following minimum limits: Comprehensive General Liability Bodily Injury & Property Damage (including advertisers liability): \$1,000,000 each occurrence; Comprehensive Automobile Liability Bodily Injury & Property Damage: \$1,000,000 each occurrence; Workers' Compensation: Statutory Benefits required in the state of operation. Sponsor will furnish evidence of such insurance to GKB prior to the start of the Event. The evidence must be in the form of a Certificate of Insurance which shall name GKB and **[INSERT STATION OR BUSINESS UNIT]** as additional insureds. The certificate should contain a clause indicating that a 30-day notice of cancellation or material change will be provided to GKB. Sponsor shall keep such insurance in effect during the Term of the Agreement.

**Indemnity.** Each of GKB and Sponsor shall indemnify, defend, and hold harmless the other party (the "Indemnified Party"), its affiliates and their respective officers, directors, employees, agents and representatives, and the successors and assigns of any of them, from and against, and reimburse them for, all claims, damages, costs and expenses, including, without limitation, interest, penalties, court costs and reasonable attorneys' fees and expenses, resulting from (a) any breach of any representation, warranty, covenant, obligation or other agreement contained in this Agreement; (b) any failure of such party to comply with any applicable laws, statutes, ordinances or regulations; (c) any act or omission or negligence of such party or its employees, agents, contractors or invitees; and/or (d) any claim for personal injury or property damage or otherwise brought on behalf of any third party person, firm or corporation against the Indemnified Party as a result of or in connection with services provided by the indemnifying party under this Agreement, which claim does not result from the intentional acts or the gross negligence of the Indemnified Party. In addition, Sponsor's indemnities under this paragraph shall extend to claims against GKB resulting from (i) any announcements, advertisements or other commercial copy produced, provided or approved by Sponsor for broadcast on a station owned by GKB or its affiliates, including proceedings or litigation alleging infringement, unlawful use or violations of copyright; and/or (ii) any defect, alleged or real, in any product of Sponsor's or other Event vendor/sponsor sold or provided as samples to third parties by Sponsor or by GKB as part of such party's responsibilities under this Agreement. All of the foregoing indemnities shall survive the termination of this Agreement.

**Trademarks.** Sponsor hereby grants to GKB, and GKB hereby accepts from Sponsor for the Term of this Agreement the right to use the names, designs, illustrations, logos and trademarks of Sponsor in connection with the promotion of the Event; provided, however, that GKB shall be bound by any restrictions which Sponsor informs GKB of in advance and in writing.

**Broadcast of Radio Spots.** GKB shall have the right to decline clearance of any radio spot provided or approved by Sponsor, without liability to GKB, if such radio spot does not conform to GKB's standards and practices as uniformly applied. GKB's obligations to broadcast the radio spots may be preempted and relieved for any event of force majeure (as that term is understood in the broadcast industry) or for any scheduled program broadcast which would conflict directly with any program which GKB deems, in its sole discretion, to be a program of special national, state or local significance and/or importance to the public interest. Any such preemption shall not constitute a breach of this Agreement. Except as otherwise provided herein, the broadcast of any spot advertising hereunder shall be governed by the terms and conditions of GKB's standard advertising sales agreement, which is incorporated herein.

**Nondiscrimination Statement.** GKB and its affiliated entities do not discriminate in advertising contracts on the basis of race, ethnicity or gender, and will not accept any advertising which is intended to discriminate on the basis of race, ethnicity or gender. Sponsor represents and warrants that it is not purchasing advertising time from GKB or its affiliated entities that is intended to discriminate on the basis of race, ethnicity or gender.

**Entire Agreement: Choice of Law: Severability.** This Agreement constitutes the entire agreement between the parties and shall supersede any and all other agreements, whether oral or otherwise, between the parties. Any amendment or modification of this Agreement must be in writing and signed by authorized representatives of both parties. The Agreement will be governed by and construed according to the laws of the State of **[INSERT STATE]**. The parties hereby consent to the exclusive jurisdiction of the state and federal courts located in **[INSERT COUNTY]**, **[INSERT STATE]**. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**Counterparts.** This Agreement may be executed in one or more counterparts and signed copies may be delivered by facsimile or e-mail, in which event, each of which shall be deemed original, and all of which together will constitute one and the same instrument.

**Force Majeure.** If, based on events beyond its reasonable control, including but not limited to acts of God, war, inevitable accident, fire, lockout, strike or other labor dispute, riot or other civil disturbance or commotion, transportation closures or other delays related to acts of war or any enactment, rule, order or act of any governmental instrumentality, GKB is unable to proceed with the Event, GKB shall have the right to cancel or postpone the Event. Furthermore, the parties agree that FKB has the right, in its sole discretion, to cancel or postpone the event in the event of inclement weather. If GKB cancels the Event based on the reasons set forth in this paragraph, neither party shall have any further obligation to the other party, except that Sponsor shall remain obligated to make the payments set forth herein.

**Artists.** The parties agree that GKB shall not be responsible if (a) an artist scheduled to perform at the Event does not perform as scheduled, or (b) GKB is unable to secure the performance of a particular artist for this Event. Such artist non-performance, as set forth in this paragraph, shall not relieve Sponsor of its obligations hereunder.

**GOOD KARMA BROADCASTING LLC  
MODEL BOOTH/VENDOR RESERVATION AGREEMENT**

*The attached is the model booth/vendor reservation agreement that your station or business unit should customize for events involving booths/vendors.*

*Check with GKB management if you have any questions.*

[STATION OR BUSINESS UNIT]  
Presents  
[NAME OF EVENT]  
[NAME OF VENUE] \* [CITY, STATE]

[DATE]

**BOOTH/VENDOR RESERVATION AGREEMENT**

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1. WE THE UNDERSIGNED COMPANY ("EXHIBITOR"), HAVING READ AND AGREED TO THE TERMS AND CONDITIONS OF EXHIBITION, *INCLUDING THOSE SET FORTH ON THE BACK OF THIS AGREEMENT*, WISH TO RESERVE AND CONTRACT WITH [INSERT STATION OR BUSINESS UNIT] (HEREINAFTER "GKB") FOR EXHIBIT SPACE (THE "BOOTH") FOR THE [INSERT EVENT NAME] ON [INSERT DATE(S) OF EVENT] AT THE [INSERT VENUE NAME] (THE "VENUE") (THE ENTIRE EVENT HEREINAFTER REFERRED TO AS THE "EVENT").
- 2.

\_\_\_\_\_  
COMPANY OR ORGANIZATION NAME

\_\_\_\_\_  
EXHIBIT NAME (IF DIFFERENT)

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
TELEPHONE / FAX / EMAIL

\_\_\_\_\_  
CITY, STATE

\_\_\_\_\_  
ZIP CODE

\_\_\_\_\_  
NAME/TITLE OF BOOTH PURCHASER

NUMBER OF BOOTHS REQUESTED \_\_\_\_\_  
BOOTH PRICE PER BOOTH \$ \_\_\_\_\_

INDOORS \_\_\_\_\_ OUTDOORS \_\_\_\_\_

**BOOTH COSTS INCLUDES:** [Describe what booth rental includes: i.e. "ONE (1) SIX-FOOT TABLE, TWO (2) CHAIRS AND A WASTEPAPER BASKET. ADDITIONAL NEEDS SUCH AS ELECTRICITY, ADDITIONAL CHAIRS, CARPET, ETC. ARE ALL AT AN ADDITIONAL CHARGE TO EXHIBITOR. ONE BOOTH PER EXHIBITOR, NO SPLIT BOOTHS."]

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**TO VALIDATE THIS RESERVATION:**

1. All Exhibitor space reservations require a **CASH-IN-ADVANCE** payment with this signed Agreement. Checks should be payable to [INSERT STATION OR BUSINESS UNIT, ADDRESS, CITY & STATE].
2. All Booth assignments will be made solely by [INSERT STATION OR BUSINESS UNIT], **ABSOLUTELY NO BOOTH LOCATIONS ARE GUARANTEED.**
3. Products/Services To Be Exhibited: Exhibitor agrees that there will be no change in product or service from that described in Exhibitor's letter dated [INSERT DATE] without written permission from [INSERT STATION OR BUSINESS UNIT].

All payments and the signed Agreement must be received by [INSERT DATE]. **This Agreement is non-cancelable by Exhibitor and no refunds of payment will be made.**



**EXHIBITOR APPROVAL** \_\_\_\_\_ **DATE** \_\_\_\_\_

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

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

**GKB APPROVAL** \_\_\_\_\_ **DATE** \_\_\_\_\_

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

**Title:** VP/GM

**(FOR GOOD KARMA USE ONLY)**

**Copy of Contract Sent** \_\_\_\_\_ **Booth #(s)**

**Assigned** \_\_\_\_\_

**Payment received** \_\_\_\_\_ **Check Cashed** \_\_\_\_\_ **Date** \_\_\_\_\_ **By** \_\_\_\_\_

## BASIC TERMS AND CONDITIONS

### **[INSERT GOOD KARMA STANDARD TERMS AND CONDITIONS, IF AVAILABLE]**

1. **CONTRACT** - This application, properly executed by Exhibitor shall upon written acceptance by GKB constitute a valid and binding contract. GKB has sole discretion to reject any applicant for any reason whatsoever.
2. **SPACE ASSIGNMENTS** - GKB shall use its best efforts to locate the Booth in an acceptable area and to provide physical separation from competitors. Notwithstanding the above, GKB reserves the right to change Booth location assignments at any time, as it may in its sole discretion deem necessary.
3. **TYPES OF EXHIBITS** - Exhibits shall be limited to suppliers of goods and services pertinent to the scope and subjects of the Event. Interpretation to the meaning and intent of this restriction shall be the sole prerogative of GKB. A schedule for setup and removal of exhibits will be provided and must be adhered to by time and date outlined in such schedule. Sales of merchandise and/or food at the Event must have prior written approval by GKB. No storage or excessive/unsightly products can be stored in your Booth area. Exhibitor must request additional storage from GKB and understands that there may be an additional charge for such additional storage.
4. **EXHIBIT SPACE RENTAL RATES** - Exhibit space rental inside or outside the Venue, if applicable, includes only what is described on the face of this contract.
5. **EQUIPMENT** - Booth equipment included with exhibit space rental and provided by Exhibitor or Venue shall be returned at the end of the Event, complete and in good condition, normal wear and tear excepted. Exhibitor shall have no right, title or interest in such equipment. If equipment is returned damaged, Exhibitor shall reimburse GKB and/or Venue for amount of damage promptly upon demand.
6. **EXCLUSION** - GKB shall have the right to exclude or to require modification of any Booth display or demonstration which, in its sole discretion, it considers unsuitable to or not in keeping with the character of the exposition. GKB shall have the right to prohibit the use of amplifying equipment or music which, in its sole discretion, it considers objectionable.
7. **ASSIGNMENT AND SUBLEASE** - Exhibitor shall not sublet the Booth or any equipment provided by GKB, nor shall Exhibitor assign this lease in whole or in part without prior written approval from GKB.
8. **LIABILITY** - This agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between GKB and Exhibitor. Exhibitor shall indemnify, defend, and hold harmless GKB, Venue, their parent corporations and affiliates and their respective officers, directors, employees and representatives, and the successors and assigns of any of them, from and against, and reimburse them for, all claims, damages, costs and expenses, including, without limitation, interest, penalties, court costs and reasonable attorneys' fees and expenses, arising out of or resulting from (a) any breach by Exhibitor of any representation, warranty, covenant, obligation or other agreement contained in this Agreement; (b) out of any failure of Exhibitor to comply with any applicable laws, statutes, ordinances; regulations or rules and regulations of the Venue; (c) any act or omission or negligence of Exhibitor or its employees, agents, contractors or invitees; (d) any claim for personal injury or property damage or otherwise brought on behalf of any third party person, firm or corporation against GKB and/or Venue as a result of or in connection with Exhibitor's Booth which claim does not result from the gross negligence of GKB or Venue; (e) any announcements, advertisements or other commercial copy produced, provided or approved by Exhibitor for broadcast on a station owned by GKB or its affiliates, including proceedings or litigation alleging infringement, unlawful use or violations of copyright; and/or (f) any defect, alleged or real, in any product of Exhibitor's sold or provided as samples to third parties by Exhibitor or by GKB as part of such party's responsibilities under this Agreement. The foregoing indemnities shall survive the termination of this Agreement.
9. **CANCELLATION OR POSTPONEMENT OF EXPOSITION** - In the event that the Event is postponed due to any occurrence not occasioned by the willful or negligent conduct of GKB or Exhibitor, whether such occurrence by an Act of God or the common enemy or the result of war, riot, terrorist act, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy to this Agreement, then the performance of the parties under this Agreement shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and in any event for the duration of such postponement. In the event that such occurrence results in the cancellation of the Event, the obligations of the parties under this Agreement shall be automatically terminated and all payments made under this Agreement shall be refunded to Exhibitor, less a pro rata share of expense actually incurred by GKB in connection with the Event. GKB shall not be liable for any loss or damage to Exhibitor which may be caused by or associated with any postponement or cancellation of the Event.
10. **DEMONSTRATIONS** - No demonstrations or solicitations shall be permitted outside of Exhibitor's Booth, and no signs or placards may be displayed on persons or otherwise outside such Booth without the prior written consent of GKB.
11. **SECURITY/INSURANCE** - GKB, the Venue or any officer, employee or staff member thereof assumes no responsibility for the safety of the property or Exhibitor, his agents, or employees, from theft, damage by fire, accident, or any the cause. Exhibitor is required to obtain and maintain at its sole expense, and represents and warrants to GKB that it has, insurance and/or policy riders to cover all Booth contents and activities in amounts and from companies acceptable to GKB in its sole discretion, including but not limited to commercial general liability insurance (including advertisers and contractual liability); comprehensive automobile liability insurance, bodily injury and property damage; and statutory workers' compensation insurance, with statutory limits, including employer's liability EL. Exhibitor shall upon request provide GKB with a copy of the certificate of insurance for each such policy described above in the amounts requested by GKB on an addendum attached hereto and may also be required to name GKB, the Venue and certain other parties, if applicable, as "Additional Insured" on such policies as indicated on an addendum attached hereto.

12. **COMPLIANCE** - Exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of duly authorized Local, State and federal governing bodies concerning rules and regulations and the display rules and regulations issued by GKB and/or Venue.
13. **UNIONS** - Exhibitor will abide by and comply with rules and regulations concerning local unions having agreements with Venue or with authorized contractors employed by GKB.

Last revised: 1/1/20