



**BROADCAST LICENSE AGREEMENT**

The following summary of the Television Broadcast Agreement between ParaFam Entertainment / Paranormal Family Channel and \_\_\_\_\_ provided for the benefit of the Parties only. To the extent there are any inconsistencies between the Broadcast License Agreement and this Deal Terms Summary, the Broadcast License Agreement shall govern.

**Deal Terms Summary**

Licensed Program/ Film or Video	<i>Show Name:</i> an approx. 60 min. in length paranormal series.
Licensed Rights	Full Television Broadcast Rights: Free: Terrestrial, Cable, Satellite Pay: Terrestrial, Cable, Satellite Direct Satellite Broadcast Systems Simultaneous Internet Streaming Radio, short wave, microwave, fiber optic, app platforms All content broadcasted is PFC exclusive for 6 mths after commence date.
LICENSED TERRITORY	United States and International
LICENSED TERM/ # OF RUNS	Unlimited Runs Commencing __/__/____ Ending __/__/____
RUN DATES	Within PFC’s broadcast schedule parameters
LICENSE CONSIDERATION	PFC shall grant one (1) Thirty Second (.30) promotional spot (the “Spot”) <b>to be played after 7 min. after the actual airing of the Program. MUST BE PROMOTING THE PROGRAMMING ONLY.</b>
AUTHORIZED LANGUAGE	Primary: English May be subtitled by PFC into foreign language as needed
ADDITIONAL TERMS	Closed Captioned Version not Guaranteed
PROGRAMMER CONTACT INFORMATION	PROGRAMMER: NAME OF CONTACT: ADDRESS: TELEPHONE #: EMAIL ADDRESS:

# BROADCAST LICENSE AGREEMENT

This Broadcast License Agreement (hereafter referred to as the "Agreement") is entered into by and between PARANORMAL FAMILY CHANNEL, (hereafter referred to as "PFC"), whose principal place of business is located in Surprise, Maricopa County, Arizona, and \_\_\_\_\_ (hereafter referred to as "PROGRAMMER"), whose principal place of business is located at \_\_\_\_\_

\_\_\_\_\_ The above entities shall be jointly referred to as the "Parties".

**Grant of Rights:** PROGRAMMER hereby grants to PFC an exclusive license to broadcast the Program, limited only to content sent to PFC, entitled \_\_\_\_\_, approx. 60 min. in length paranormal series("Program"), unlimited runs commencing \_\_\_\_\_ and running until \_\_\_\_\_. The broadcast dates and times shall be more particularly determined by PFC according to its general broadcast schedule.

This grant of rights shall include, but not be limited to, the right of PFC to broadcast exclusively the Program in the Worldwide on all of PFC's owned and affiliated television networks and stations, via domestic or foreign television signals, as well as through CATV and DBS systems, satellite broadcast, simultaneous internet broadcast, microwave, fiber optic, and/or other modes of broadcasting yet to be developed, but which may be utilized by PFC in the future.

The Program shall be delivered to PFC utilizing English as the primary language. PFC is hereby granted the rights to translate, and sub-title the Program into foreign languages as needed.

PFC is hereby granted the right to utilize up to three (3) minutes of footage from the Program for the promotional and marketing purposes related to the broadcast of the Program.

**Consideration:** PFC shall grant one (1) Thirty Second (.30) promotional spot (the "Spot") **to be played after 7 min. after the actual airing of the Program (MUST BE PROMOTING THE PROGRAMMING ONLY** . The spot may contain only the address, telephone number and/or web address for information only regarding promotion of the PROGRAMMER or any video of the Program and how to acquire the same. The spot shall not contain pricing for any product. Likewise, PROGRAMMER shall not utilize the body of the Program by mentioning any products, website, or make other promotional and/or commercial statements on the air.

**Delivery:** PROGRAMMER shall deliver to PFC, the appropriate video files through the video cloud. Any editing of the program by PFC and its Studio department shall be at the discretion of PFC for the purpose of legal and quality compliances..

**Representations & Acknowledgements:** PROGRAMMER represents and warrants that it has or will obtain, at its sole cost and expense, all rights necessary to enter into this Agreement and to permit the exercise by PFC of the rights herein granted including any and all music synchronization and mechanical rights and licenses as well as any and all performance rights by the artists and/or other material susceptible to performing rights contained in the Program. Such rights that PROGRAMMER does not have or cannot obtain are within the public domain and are free to exercise by PFC. The Program contains no defamatory statements and in no way infringes upon or violates any copyright, trademark or any proprietary rights of any third parties.

PROGRAMMER has made no contract or commitment and has granted no license or other agreement in conflict with the terms hereof.

PROGRAMMER shall indemnify, defend and hold harmless PFC and its parents, subsidiaries, divisions, officers, directors, employees, attorneys and agents, and their respective successors or assigns, from all costs, expenses and damages arising from any breach or alleged breach of the warranties set forth in this Agreement and that it maintains adequate insurance coverage regarding the same.

PROGRAMMER understands and acknowledges that PFC is a channel and paranormal television broadcasting network. As such, PROGRAMMER agrees that PFC shall have the final word, in its sole discretion, to determine whether the content of the Program, in its final broadcast cut, meets PFC's criteria in promoting fundamental paranormal field values and principles which are morally sound and family oriented.

PROGRAMMER believes and hereby represents to PFC that the Program meets the above criteria. Should PFC determine, in its sole discretion, that the Program does not meet the above criteria, PFC shall have the right to decline to broadcast or promote the same, in its sole discretion. PFC's decision in these matters is final. Upon notification of the above, PROGRAMMER will have the ability to modify any Program to meet PFC's criteria. Should the PROGRAMMER,

fail or refuse to modify the Program, PFC is hereby granted the authority to edit the Program, as needed, to meet its criteria.

PROGRAMMER further understands and acknowledges that PFC is a monetized channel, as a result of the broadcast of the Program, it may receive subscription dividends from the general public. Any funds received by PFC shall solely belong to PFC and PROGRAMMER shall have no interest therein. Furthermore, PROGRAMMER hereby grants to PFC a limited power of attorney to endorse any checks and other negotiable instruments PFC receives, as a donation, but made payable to PROGRAMMER and to apply those funds to offset PFC's broadcast costs for the program. PROGRAMMER, his employees, agents, attorneys, and their respective successors and assigns, hereby absolutely and forever waives any right or interest to any of those funds.

**Entire Agreement:** This Agreement contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between and amount the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

**Notices :** All notices, statements and/or requests for approvals ("notices") that either Party hereto is required or may desire to give to the other shall be given in writing by addressing the same to the other at the addresses set forth herein, or at such other address as may be designated, in writing, by any such Party in a notice to the other. Notices shall be by email correspondence. The Parties acknowledge and agree that they may communicate with each other through email, fax, telex or telegram, and these modes shall be considered legal notice for the purposes of this Agreement.

**Governing Law:** All questions with respect to the construction of this Agreement, and the right and liabilities of the parties hereto, shall be governed by the laws of the State of North Carolina. The parties also agree that the venue for this Agreement shall be in the County of Richmond. The parties expressly waive any claim to jurisdiction in any federal or other state forum or venue in any other county or place. In the event of any controversy, claim or dispute between the Parties hereto, including, but not limited to, any action at law or in equity, including any action for declaratory or injunctive relief, arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party all of his or her actual attorney's fees and costs in bringing, prosecuting, or defending said action.

**Successors and Assigns:** Subject to the restrictions against assignment as herein contained, this Agreement shall be binding upon and inure to the benefit of the Parties, their predecessors, assigns, successors in interest, personal representatives, their past and present attorneys, principals, employees, independent contractors, officers, directors, shareholders, parents, issue, subsidiaries, agents, servants, estates, heirs, administrators, executors, conservators, trustees, legatees, and other affiliated entities of each of the Parties hereto.

**Modification, Severability & Waiver:** This Agreement may not be altered, modified, or changed in any manner except by a writing executed by the party against whom it is to be enforced. Waiver of the breach of any of the provisions of this Agreement shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are signatory to the original or the same counterpart. The Parties may execute this Agreement by way of email and/or electronic means and such signatures shall be treated as original signatures for all purposes.

IN WITNESS WHEREOF the parties have caused these presents to be signed by their duly authorized officers on the dates set forth herein below:

\_\_\_\_\_  
Authorized Programmer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Paranormal Family Channel Chief Officer

\_\_\_\_\_  
Date