



Marcy Smothers [marcy@foodguyandmarcy.com](mailto:marcy@foodguyandmarcy.com)  
PO BOX 759 Kenwood, CA 95452 707.478.6608

THANK YOU for making us part of your on-air family! Please fill-in-the-blanks, and fax back to Marcy Smothers at 707-833-2494

### BROADCAST AGREEMENT

1. We agree to supply, and you agree to air, the Food Guy & Marcy radio program:
  - a) beginning on the following date: \_\_\_\_\_
  - b) on [circle which days and fill-in which hours] Saturdays in these hours: \_\_\_\_\_; Sundays in these hours \_\_\_\_\_.
2. We will provide our programming via the Internet, unless you and we specifically arrange otherwise.
3. You may air one or both of our program hours, and our shortform features as many times as you wish; and you agree to air our programming from start to finish as we provide it, including the network commercials within our longform hours, except under the circumstances detailed in the next paragraph.
4. We acknowledge that you may occasionally need to pre-empt our show, to air play-by-play sports or breaking news or other exceptional event coverage. So we ask only that you advise us (via Email to the address above) if you change our *regular* air date and/or time.
5. Either party may terminate this agreement upon 90 days written notice to the other. Any amendment to this agreement must be in writing.
6. We agree to make our show and shortform feature available to no other radio station in your market, as Arbitron defines your market.
7. You acknowledge that we also make our programming available on our web site; and we give you permission to make it available – either live or archived -- on your station web site, as long as you continue to air it on a regular basis and webcast is the show from start to finish as we provide it, including the network commercials.
8. Neither party shall be liable to the other party for any incidental, consequential, special, or punitive damages of any nature arising out of or related to this agreement or the transactions contemplated herein or any lost profits, whether such liability is asserted on the basis of contract including the breach of this agreement or any termination of this agreement, tort (including negligence or strict liability), or otherwise, even if such loss was foreseeable or the parties are aware of the possibility of any such loss or damage.

Accepted by [print station call letters] \_\_\_\_\_ [your signature]: \_\_\_\_\_

Today's date: \_\_\_\_\_

Print your name, title, address, and phone number: \_\_\_\_\_

Approved by us: \_\_\_\_\_ on \_\_\_\_\_