



BROADCAST LICENSE AGREEMENT

Licensor: Company Name: **Gillette Public Access Television**
Address: **City of Gillette**
Contact Name: **Jeremy Harder, GPA Manager**
Phone: **(307) 686-5745 (office); (307) 689-3641 (cell)**
Email: jeremy@gillettewy.gov

Licensor hereby grants to Wyoming PBS, a public television station licensed to Central Wyoming College, located at 2660 Peck Avenue, Riverton, WY 82501, hereafter called "WYPBS: during the Term and in the Territory, a license for the Rights specified herein, subject to the attached Standard Terms and Conditions, which are an essential part of this Agreement. The parties agree as follows:

SUMMARY

TITLE: North by Northeast ("Program")

LENGTH: An ongoing-public affairs series, each program 30 min. in length

TERM: One program per month, commencing January, 2017 and continuing for one year (through December, 2017), when this contract may be renewed or terminated.

RIGHTS GRANTED: (1) Non-exclusive television broadcast rights
(2) Promotional rights (see paragraph 4 of Standard Terms & Conditions)

TERRITORY: (1) Broadcast: Wyoming
(2) Promotion: Wyoming and worldwide on the web

MATERIALS: Programs to be made available in a FTP file format and posted to an FTP site, specifically with titles/episodes, for example: [gpa.gillettewy.gov/NxNE Episode 11.mxf](http://gpa.gillettewy.gov/NxNE_Episode 11.mxf); and said files to be posted to this site by the 20th of each month of this agreement

In WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

WYOMING PBS

LICENSOR, GILLETTE PUBLIC ACCESS TV

By: 

Name: Terry Dugas
Title: General Manager

By: _____

Name: _____
Title: _____
Date: _____

Date: March 20, 2017

STANDARD TERMS AND CONDITIONS

1. Delivery and Examination of Program Materials. Upon receipt of Program materials, WYPBS will examine each program to determine if it is suitable for transmission. If any of the materials are unsuitable, WYPBS will inform Licensor promptly. The Parties agree that programs may contain references and interviews with businesses, but that such interviews and segments shall be for content purposes and shall not contain overtly promotional material; programs must conform to WYPBS non-commercial guidelines.
2. Erasure of Program Materials. WYPBS will erase each program after broadcast, but may keep an "evergreen" program on file in the event of transmission issues and for substitution purposes, or unless otherwise arranged by the parties.
3. Editing. If WYPBS broadcasts the Program, WYPBS will broadcast the Program as delivered by Licensor in its entirety. Failure to transmit credits due to unexpected lack of time or similar cause beyond the control of WYPBS will not constitute a breach of this Agreement. The Program will be shown with all titles.
4. Promotion and Publicity. Licensor agrees to provide WYPBS with a generic promotional spot, thirty seconds in length; and may, at its discretion, provide episodic spots for individual programs, if time allows; WYPBS agrees to promote the programs using such promotional spots on the air and on WYPBS website; Licensor also grants WYPBS the right to use the title and excerpts from the Program not to exceed 2 minutes in duration to otherwise promote the program.
5. Copyright. As between Licensor and WYPBS, Licensor owns and retains all right, title, and interest, including copyright, in and to the Program, subject only to the limited license granted to WYPBS herein.
6. Licensor's Warranties and Representations. Licensor warrants and represents that: (a) it has the right to enter into and perform this Agreement and to grant the rights herein granted; (b) it has or will secure and pay for all necessary rights, releases, clearances, and licenses with respect to all elements contained in the Program except for music performance licenses which WYPBS agrees are its obligation; (c) to the best of its knowledge, no claim or litigation is pending or threatened with respect to the Program or any element contained therein; (d) neither the Program nor the exercise by WYPBS of the rights granted it hereunder will infringe upon or violate the privacy of or constitute a libel or slander against or violate any copyright, trademark, literary, artistic, dramatic, musical, or any other right, of any third party; and (e) If Licensor has accepted any monies, services or other consideration to include commercial material or other matter in the Program, there is an appropriate disclosure in the credits of the Program.
7. Captioning. The Federal Communications Commission now requires WYPBS to close caption all of its programming that is broadcast and on the website, therefore Licensor agrees to cover the cost and close caption each program before transmitting the same to WYPBS.
8. Indemnification. Licensor hereby agrees to indemnify, defend, and hold harmless WYPBS, its officers, directors, agents, and employees, from and against any and all claims, damages, liabilities, costs, and expenses, including attorney's fees, arising out of or relating to the breach or alleged breach of any warranty, representation, or agreement made by Licensor herein.
9. No Obligation to Broadcast. Nothing contained herein will be deemed to obligate WYPBS or any other broadcast entity to broadcast or to use the Program.

10.

Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all pre-existing agreements and understandings between them with respect thereto. This Agreement may not be amended or otherwise altered except by an instrument or instruments in writing duly executed by all parties hereto or except as otherwise provided herein. No waiver or modification of any of the terms of this Agreement will be valid unless in writing and signed by both parties. No waiver by either party of a breach hereof will be deemed a waiver by such party of any subsequent breach. This Agreement will be governed by the laws of the State of Oregon without regard to conflicts of laws.

END OF STANDARD TERMS AND CONDITIONS

5.

- a. Council Consideration for the Approval of a Broadcast License Agreement Between the Gillette Public Access Television and Wyoming PBS for the North by Northeast Program.**

Staff Reference: Jeremy Harder, GPA Manager
Geno Palazzari, Communications Manager
J. Carter Napier, City Administrator