



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, 2018 and continuing for one year (through December, 2018), 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: _____

10. Applicable Law/Venue. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the Sixth Judicial District, Campbell County, Wyoming. The parties intend and agree that the City does not waive governmental immunity by entering into this Agreement and specifically retains governmental immunity and all defenses available to them pursuant to WYO. STAT. §§ 1-39-101-121 and all other applicable law.
11. Governmental Immunity. The City does not waive governmental immunity by entering into this Agreement and specifically retain all immunities and defenses available to them pursuant to Wyo. Stat. §§ 139101-121 and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity.
12. 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