



COMPASS MEDIA NETWORKS is pleased to offer to your radio station the rights in your metro-market to broadcast selected **NCAA Basketball games** ("Program"). It is understood that your broadcasts will be subject to all the terms and conditions set forth in this license Agreement. This Agreement is made as of _____, 2010 and is between COMPASS MEDIA NETWORKS (hereinafter referred to as "CMN") whose address is 32 Elm Place Suite 3N Rye, NY 10580 and (call letters) _____ (hereinafter referred to as "Station") located at:

- A. CMN will deliver to Station the Program throughout the 2010/2011 NCAA Season. See the attached "2010/2011 Compass Media Networks NCAA Basketball Intention Form" (herein referred to as "Intention Form") for current week-by-week schedule of broadcasts.
- B. Station is required to run 100% of the games listed on Intention Form unless Station received written approval from CMN otherwise. If Station does not run 100% of Program and CMN approves such modification, then CMN is free to distribute other games within Stations' metro market.
- C. Station will not alter Program and will air the entire Program (i.e. - inclusive of pre-game, live-game broadcast, and post-game broadcast as well as all embedded network commercials).
- D. Station will file affidavits online at www.dial-global.com which will act as Station's proof of performance. Station agrees to complete the affidavit within 5 days after the end of each broadcast week. Failure by Station to provide CMN with commercial times via proof of performance affidavits shall entitle CMN to terminate Service and recoup the cost of services rendered.
- E. Station is solely responsible for payment of any public performance music license fees or royalties and will maintain for STATION such licenses, including, but not limited to ASCAP, BMI or SESAC licenses, as are necessary for the broadcast of NETWORK Programs and Commercials. Station further warrants that it has in force Media Errors and Omission insurance for at least \$1,000,000, but no less than the Station carries for other programs, which covers the broadcast of Program supplied.
- F. Station will comply with the radio advertising policies of the NCAA (see attached policy).
- G. Station is authorized to broadcast Program solely over Station's AM/FM signal and may not distribute Program in any other manner, including Internet streaming. Station agrees that any unauthorized use or transmission, including but not limited to transmission through the Internet, either simultaneous or delayed, will be deemed a material breach of this Agreement and an infringement on CMN's proprietary rights to the Program. In the event of such an unauthorized transmission or broadcast, CMN shall be entitled to all remedies, legal and/or equitable, against Station.
- H. CMN reserves the right to prevent Station from broadcasting selected games due to regional broadcast restrictions.
- I. The Term(s) of the Agreement will commence effect December 2010 through March 2011. CMN may terminate this Agreement immediately, in the event that (i) the Program is removed from national syndication for any reason, (ii) Station violates any provision of this AGREEMENT and fails to cure such violation within five (5) days after NETWORK gives BROADCASTER notice, (iii) Station violates any material provision of this Agreement and said violation, by its nature, cannot be cured, (iv) Station's City of License is changed, (v) Station has filed false, inaccurate or incomplete information concerning Agreement.



J. The games set forth on Intention Form are subject to changes, additions and deletions, and local black-out restrictions. Any such changes shall not affect the binding nature of this Agreement.

FOR STATION:

FOR COMPASS MEDIA NETWORKS, LLC:

-----PLEASE COMPLETE-----

OWNER: _____

FREQUENCY: _____

PD: _____

TRAFFIC DIRECTOR: _____

PD EMAIL: _____

TRAFFIC DIRECTOR EMAIL: _____

PD PHONE: _____

TRAFFIC DIRECTOR PHONE: _____

MAILING ADDRESS: _____

City of License: _____

Call Letters of any "repeater" or simulcast frequency: _____



Radio Advertising Policies of the NCAA

The NCAA's advertising and promotional standards are designed to encourage those advertisers that support the NCAA's ideals and exclude those that do not appear to be in the best interests of higher education and student-athletes. The NCAA will have the authority to rule in cases where doubt exists concerning acceptable advertisers and advertising copy for broadcasts of NCAA Championships; however, the following are expressly prohibited:

1. Alcoholic beverages (except as specified below),
2. Cigarettes and other tobacco products
3. Professional sports organizations or personnel (except as specified hereafter), and
4. Organizations promoting gambling, firearms, adult entertainment and the like

Alcohol

There will be no advertisements for alcoholic beverages permitted, other than for malt beverages, beer and wine. Commercials for malt beverages, beer and wine shall not comprise more than 60 seconds per hour, nor more than 120 seconds total of any broadcast. Additionally, any such advertising must incorporate "drink responsibly" educational messaging within each spot.

Use of Professional Athletes

Advertisements featuring active professional athletes or others connected with professional athletics are permissible, provided there are no explicit promotional references to professional teams, leagues or events. (Note: This standard does not apply to tune-ins or promos for upcoming programming that involves a professional team/event.)

Drug Advertisements

Federally approved prescription drugs are permissible, as are all hygiene related products. Institutional advertising by pharmaceutical firms also is acceptable. NCAA banned substances and nutritional supplements that NCAA member institutions may not provide to student-athletes are not allowed. Sexual enhancement drugs that are federally approved are allowed, if no explicit descriptions of sexual side effects are used. (Note: Ads containing such explicit language may be broadcast after 10 p.m. local time)

Affiliation with NCAA, Member Institutions

No commercial advertisement may relate, directly or indirectly, the advertising company or the advertised product to the member institutions or their student-athletes, or the NCAA itself.

Final Approval

The NCAA reserves the right of final approval for all advertising in any championship.