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**LIT TV NETWORK BROADCASTING AGREEMENT**

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***This Agreement*** is entered into and made effective as of this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

BETWEEN

**The LIT tv Network, LLC**, a Limited Liability company registered under the laws of Florida, U.S.A., with Head Offices at 10151 Deerwood Park Blvd. Building 200 Jacksonville, Florida 32256 (hereinafter referred to as “**LIT TV**”, which expression shall where the context admits, include its successors-in-title and assigns), of one part.

**AND**

\_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as “**Showrunner**”, which expression shall where the context admits, include its successors-in-title and assigns), of other part.

**LIT T.V. Network LLC** shall be referred to as (collectively, “**LIT TV**”, “the company” “we”, “our” or “us”.)

\_\_\_\_\_ shall be referred to as “**Showrunner**”

The concept to be aired on the company network shall be referred to as “**The Show**”

The parties may be referred to individually as “**Party**” and collectively as the “**Parties**.”

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties hereby agree as follows:

**ARTICLE 1 – Commencement:**

This Agreement shall be effective commencing from \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and shall continue until terminated at the completion of the Show which shall occur no later than \_\_\_\_\_ or by either party as otherwise provided herein. The name of the Show shall be \_\_\_\_\_

**ARTICLE 2 - Term of Agreement**

Both parties hereby agree on the following terms:

- a. The Showrunner agrees that the content of show is original and without any Copyright infringement issues.
- b. The Showrunner hereby agrees that he is the original owner of their content.
- c. The Showrunner agrees that in case of any claim on Copyright issues by any party or organization, LIT TV shall bear no liability in any manner, however so be.
- d. LIT TV has the legal right to terminate the agreement and stop the airing of the Show if the content is an infringement of any existing copyright or trademark and the Showrunner shall be liable to pay damages to the company for breach of the terms of this agreement and whatever cost has been put in the running of the show during the period of airing.
- e. The Showrunner shall not be eligible/ entitled to claim any type of damages on the Network in the event that any such claim on the shows arises.
- f. LIT TV shall have no liability before any claimant regarding the show and its content.

  
**ARTICLE 3 - Price**

It is hereby agreed between parties herein that the pricing on the airing of the show shall be governed as follows:

- a. \$ \_\_\_\_\_ Per 30 minute Segment
- b. \$ \_\_\_\_\_ Per 1 Hour Segment

The parties reserve the right to mutually decide on the periodic time frame for the airing of the show on a monthly/yearly basis as follows:

- a. 3 Month [ ] 6 Month [ ] 12 Month [ ] Month to Month [ ]

**ARTICLE 4 - No Employment Relationship:**

Nothing contained within this Agreement shall be construed to form any partnership, joint venture, agency, franchise, or employment relationship between the parties herein. The Showrunner is an independent contractor and will, at all times, act as such. The Showrunner is responsible for Showrunner's own local, state, and federal tax liability, and no tax funds or other required payments, such as social security, will be withheld from any of Showrunner's fees.


**ARTICLE 5 - Termination**

This Agreement may be terminated prior to the completion or achievement of the Scope of Work by either party giving 1 month written notice. Such termination shall not prejudice any other remedy to which the terminating party may be entitled, either by law, in equity or under this Agreement.

This Agreement shall terminate automatically according to the mutually agreed manner or way both parties deem fit (the "Termination Date").

This Agreement may also be terminated by either Party, upon notice in writing:

- I. If the other Party commits a material breach of any term of this Agreement that is not capable of being remedied within fourteen (14) days or that should have been remedied within fourteen (14) days after a written request and was not;

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- II. If the other Party becomes unable to perform its duties hereunder, including a duty to pay or a duty to perform.
  - III. This Agreement may also be terminated by the company at any time with or without cause and no damages shall accrue against the company.

The company specifically reserves the right to terminate this Agreement if the Showrunner violates any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of the company or its brand or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material.

If this Agreement is terminated due to the failure of the Showrunner to follow the terms of this Agreement and the company terminates for breach, the Showrunner shall forfeit all rights, including the right to any unclaimed fees.

At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.


**ARTICLE 6 – Non-Exclusivity:**

The Parties agree that this Agreement creates an non-exclusive relationship between the company and the Showrunner. Throughout the Term of this Agreement, the Showrunner can work with any other podcast, party, company, or advertiser in a similar line of business as Lit TV. The company reserves the right to work with any other Showrunner if it considers it to be in the company’s best interest.

**ARTICLE 7 - Intellectual Property:**

Lit TV and the Showrunner each agree that any intellectual property, including copyrights, trademarks, trade secrets, patents, and other intellectual property belonging to the respective Parties shall remain owned by the respective Parties. No transfer of ownership of intellectual property may take place under this Agreement.

Subject to the limitations listed below, each Party hereby grants the other a non-exclusive, non-transferable, revocable license to use their intellectual property solely and exclusively in conjunction with this Agreement. No Party may modify the other Party's intellectual property



in any way. Specifically, the company grants the Showrunner the license to use the company's brand name and, if applicable, logo for the purposes of this agreement.

Either Party may revoke this license at any time, including if any misuse of intellectual property is found. This license will terminate at the expiration of this Agreement.

Unauthorized use of any Party's intellectual property shall be considered unlawful infringement and each Party reserves all rights, including the right to pursue an infringement suit in a court of competent jurisdiction.


**ARTICLE 8 - Confidentiality:**

The Parties acknowledge and agree that Confidential Information, as defined below, may be exchanged in the course of the Parties' relationship. Each Party shall maintain the secrecy of the other Party's Confidential Information throughout the duration of this Agreement, as well as for a period of three (3) years after the termination of this Agreement.

Confidential Information shall be defined as any information which is confidential and commercially valuable to the Party owner of that information. Confidential Information may be in the form of documents, techniques, methods, practices, tools, specifications, inventions, patents, trademarks, copyrights, equipment, algorithms, models, samples, software, drawings, sketches, plans, programs or other oral or written knowledge and/or secrets and may pertain to, but is not limited to, the fields of research and development, forecasting, broadcasting, procedure of airing, airing mechanisms, marketing, personnel, customers, suppliers, intellectual property and/or finance or any other information which is confidential and commercially valuable.

Confidential Information shall not mean any information which:

- I. Is known or available to the public at the time of disclosure or became known or available after disclosure through no fault of the non-owner Party;
- II. Is already known, through legal means, to the non-owner Party;
- III. Is given by the owner Party to third parties, other than the non-owner Party, without any restrictions;

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- IV. Is given to the non-owner Party by any third party who legally had the Confidential Information and the right to disclose it; or
  - V. Is developed independently by the non-owner Party and the non-owner Party can show such independent development.

**ARTICLE 9 - Modification & Variation:**

The Parties may modify the terms of this Agreement upon written notice. However, such modification is subject to acceptance by the non-modifying Party. If the non-modifying Party does not agree to the updated terms, that Party may terminate this Agreement. Upon termination, all Fees earned but not paid to Showrunner will be due.

To the extent any part or sub-part of the modified Agreement is held ineffective or invalid by any court of law, the Parties' agree that the prior, effective version of this Agreement shall be considered enforceable and valid to the fullest extent.

**ARTICLE 10 - Indemnification:**


The Showrunner agrees to defend and indemnify the Lit TV Network and any of its agents (if applicable) and hold the company harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to Showrunner's conduct or actions. Lit TV Network shall be able to select its own legal counsel and may participate in its own defense, if the company wishes.

**ARTICLE 11 - General Provisions:**

a) *Language:*

All communications made or notices given pursuant to this Agreement shall be in English language.

b) *Jurisdiction, Venue & Choice of Law:*



This agreement shall be governed by the laws. The Broadcasting laws, copyright infringement laws, and all the relevant laws of the U.S.A. shall have full influence in it. In case of any dispute, the parties can file a complaint in the court through these laws.

The Parties agree that Laws of the United states of America shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between the Showrunner and the company with the exception of its conflict of law provisions. In case any litigation specifically permitted under this Agreement is initiated, the Parties agree to submit to the personal jurisdiction of the state and federal courts of .....

The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. The Parties hereby waive the right to any objection of venue, including assertion of the doctrine of forum non conveniens or similar doctrine.

c) *Dispute Resolution:*


In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute firstly, to binding arbitration.

The arbitration shall be conducted in ..... The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class.

The arbitrator shall be bound by applicable and governing Federal law as well as the law of .....

Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on Federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims will not be subject to arbitration and may, as an exception to this sub-part, be litigated.





Where arbitration fails, either party have a right to bring a law suit at a competent court's jurisdiction.

d) *Assignment:*

This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

e) *Severability:* If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

f) *No Waiver:*

In the event that any Party fails to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part.

g) *Headings for Convenience Only:*


Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.

h) *Force Majeure:*

The Parties are not liable for any failure to perform due to causes beyond their reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

i) *Electronic Communications Permitted:*

Electronic communications are permitted to both Parties under this Agreement, including email or fax.



j) *Duplicate:*

This agreement is made in duplicate, each having equal substance and effect. Both parties, each retaining the copy, having read and understood all terms in the agreement, hereunder sign their names

**IN WITNESS WHEREOF, the Parties execute this Agreement as follows:**

Name of Company: **THE LiT TV NETWORK LLC.**

Name of Company Representative: **EDWARD C. WESTON II**

Signature: *Edward C. Weston II*

Date: \_\_\_\_\_

Name of Showrunner: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_