

CO-PRODUCTION AGREEMENT

PARTIES

Rural California Broadcasting Corporation, a California non-profit 501(c)(3) tax exempt corporation, of 5850 Labath Ave., Rohnert Park, California 94928, hereinafter **KRCB,** and **XXXX XXXX** and **XXXX PRODUCTIONS, INC., OF XXXX, XX**, Producer of **XXXX*--***hereinafter **Producer.**

## PROJECT

By entering into this agreement, KRCB and Producer are confirming the terms of their co-production project respecting a video documentary for television and other media entitled

***XXXX*** **--** hereafter-called **the Project.**

## AGREEMENT

The parties hereto agree as follows:

**ARTICLE I.**

* 1. Roles.

Producer shall be wholly responsible for budgeting, writing, casting, videotaping, editing, staffing and otherwise producing the Project. Producer will not be required to devote full time to the Project, and may engage in other production activities while the Project is in production, but Producer agrees to devote such time and make such efforts as are reasonably required to perform its obligations under this Agreement. KRCB shall provide production and post-production consultation, and shall seek to distribute the Project to Public Television stations on a non-exclusive basis.

* 1. Right to Hire and Contract Employees.

Producer has the right to choose and/or hire such services as are necessary to satisfy its obligations under this Agreement.

* 1. Relationship of the Parties.

Producer and/or subcontractors or staff are independent contractors, and by performing its obligations hereunder shall not be deemed employees or partners of KRCB. If Producer(s) hire employees to work on the Project, Producer(s) must provide proof of workers compensation coverage.

### ARTICLE II. PAYMENT AND BUDGET

* 1. Solicitation of Funds.

Producer shall be responsible for the solicitation of funds required for the Project. The determination of who is solicited shall be the responsibility of Producer. Producer shall keep KRCB informed of all solicitation activities connected with the Project so as to avoid possible conflicts. Producer shall submit the Project budget to KRCB.

* 1. Administrative Fee.

KRCB shall charge to the Project a one-time, non-refundable administrative fee of $0,000, which shall be payable upon the date of execution of this agreement. Producer shall be responsible for any uplink distribution fees and any other third party costs and fees incurred in connection with the Project. KRCB shall act as a Presenting Station for the purposes of national distribution by a third party agency. KRCB makes no guarantees about acceptance for distribution of the Project or any minimum carriage by stations.

#### ARTICLE III. QUALITY CONTROL

3.1 Producer Warranties.

Producer warrants that the Project is not intended to promote or advertise products or services other than the film itself and does not violate any personal or private rights, copyright or trademark, trade name, literary, artist, dramatic or property rights of any individual, firm, or corporation, nor the personal rights or the right of privacy or any other right of any individual, firm or corporation. Producer warrants that all necessary rights, releases, clearances, and/or licenses shall be obtained in connection with production of the Project. Producer will ensure the Project observes PBS standards for underwriting, technical and production credit guidelines (located at <http://www.pbs.org/producers/>). Producer agrees to comply with all laws, state or federal, in the production and or distribution of the Project. Producer agrees to indemnify and hold KRCB harmless and defend KRCB, its board members, directors, staff and agents against any claims resulting from a breach of these warranties, including reasonable costs of defense

* 1. KRCB’S Right of Review.

KRCB’s representative(s) shall be entitled to review and consult on the script and the rough and final cuts of the Project. Producer agrees to give due consideration to KRCB’s recommendations, but Producer shall have the right of final cut of the project. For so long as the Project is or may be in distribution Producer shall keep all Project materials generated, including notes, scripts, working videos, and rough and final cuts of the Project.

**ARTICLE IV. OWNERSHIP**

4.1 Ownership.

Ownership of the Project, copyright therein, and all rights pertaining to the Project hereto shall belong to Producer.

* 1. KRCB License.

Producer grants to KRCB a non-exclusive, non-assignable, non-sub-licensable, royalty-free, irrevocable license to broadcast the Project in any medium throughout KRCB’s viewing area (as it may be limited in KRCB’s sole discretion), and to promote its involvement in the production, for the purpose of fund raising and membership subscription. Producer also grants to KRCB an exclusive, non-assignable, sub-licensable, royalty-free, irrevocable license to distribute the Project to all non-commercial Public Television broadcast, cable, and satellite stations in the United States, its territories and possessions.

* 1. Credits.

Each party will have its Project role(s) acknowledged in the Project credits, as may be mutually agreed. As the presenting station of the Project, KRCB will have its logo displayed for three seconds at the tail of the Project program.

4.4 Project Copies.

One copy of the finished Project program will be made for KRCB’s use in distributing the Project pursuant to this Agreement.

### ARTICLE V. INSURANCE

* 1. Insurance Coverage and Indemnification Obligations.

KRCB agrees to name Producer as additional insured with respect to the Project under KRCB's Broadcasters Liability (Errors & Omissions insurance), with such coverages as may reasonably be required by the Project’s distributors. Within the limits and conditions of such insurance, Producer agrees to indemnify and save KRCB harmless from any loss, damages or liability arising directly from any negligent act or omission by Producer respecting the Project.  KRCB shall not, however, be responsible for any loss, damage or liability arising from acts or omission by Producer, their agents, staff, third parties or others working on the Project over which KRCB has no supervision or control.

#### ARTICLE VI. TERMINATION

6.1 Term.

This agreement shall become effective as of the date signed by both parties and shall continue in effect until notice of termination is provided pursuant to the provisions set forth below.

* 1. Termination Upon Default.

Either party may elect to terminate this Agreement upon completion of Project distribution services or in the Event of Default described below, provided that written notice of such an election to terminate is provided to the other party no less than thirty days in advance of said termination. Events of Default shall consist of the following: (a) a party commits a material breach of this Agreement and (1) such breach remains uncorrected for a period of fifteen days after written notice of the breach is provided to the breaching party by the non-breaching party, (b) a party becomes bankrupt or insolvent; or a petition is filed seeking reorganization of a party under the bankruptcy laws or any other applicable debtor’s relief laws or statues of the United States or any state; or a receiver or assignee in bankruptcy is appointed for such parties; or all or substantially all of a party’s assets shall be condemned, seized, attached, or appropriated; (c) a party is voluntarily or involuntarily dissolved or proceedings are commenced therefore; (d) a party sells or transfers all or substantially all of its assets; or foreclosure proceedings are instituted by any creditor of a party with respect to a substantial portion of its assets.

### ARTICLE VII. ARBITRATION

All disputes arising out of this agreement shall be submitted to final and binding arbitration. The arbitrator shall be selected in accordance with the rules of Arts Arbitration and Mediation Services, a Project of California Lawyers for the Arts.

If such a service is not available, either party may submit such dispute to binding arbitration before a single arbitrator acting under the rules of the Judicial Arbitration and Mediation Services (JAMS) tribunal, sitting in San Francisco, CA. The award issued in either type of arbitration proceeding shall be enforceable in any court of competent jurisdiction. The prevailing party in such arbitration or enforcement proceeding shall be awarded its costs thereof, including reasonable attorney’s fees.

Executed on the\_\_\_\_day of XXXX, 2018, in Rohnert Park, California.

Signed:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

XXXX PRODUCTIONS, INC.

Producer: *XXXX*

Signed:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For KRCB

Stan Marvin

KRCB NATIONAL PROGRAM DISTRIBUTION