

PARTICIPATION AGREEMENT

Date: January 26, 2012
Participant: **City of Newport, OR**
Market: National (*See Distribution Checklist*)
Show: **Today in America with Terry Bradshaw**

Project No: TIAN-97302zb/ssta
Authorized by: Mark McConnell or Jim Voetberg
Associate Producer: Zach Bunn
Feature: 5 minute feature

Today in America ("PRODUCTION COMPANY"):

- 1) PRODUCTION COMPANY will provide a complete licensed and insured production and scriptwriting team (field production, graphics, music, voice-overs, program editing, set design and lighting) for domestic taping and completion of feature for PARTICIPANT.
- 2) PRODUCTION COMPANY will provide PARTICIPANT with a copy of its segment, and hereby grants the PARTICIPANT complete licensing rights for legal and marketing/promotional purposes.
- 3) This feature will be used on the *Today in America* show airing one (1) time nationally on Discovery Channel, and 34 times regionally through a combination of CNN Headline News and/or Regional News Networks in up to 50 markets as indicated on the distribution checklist. All airings to occur 6:00 a.m. to 11:00 p.m.
- 4) PRODUCTION COMPANY will include the PARTICIPANT in conjunction with the promotions of the series in any available editorial articles, as well as, press releases distributed to relevant industry organizations targeting consumer and business networking sites.
- 5) Content to include, but not limited to: **educate viewers on a city with a small town feel, good sense of community, and a high quality of life that is experiencing growth and prosperity; inform viewers on unique aspects of city; make viewers aware of the people, places, and things to do in surrounding area; discuss growth potential and opportunities; visuals to include lifestyle footage that supports content, on camera interviews, and third party interviews, if available.**

City of Newport, OR ("PARTICIPANT"):

- 1) PARTICIPANT will provide input into the scripting by filling out a PARTICIPANT questionnaire, reviewing and signing off on feature outline for accuracy, filling out and approving production schedules and providing literature as well as background information. PARTICIPANT is required to sign off and approve script and final edited segment before going to network. All press releases must be pre-approved by both parties prior to release.
- 2) PARTICIPANT understands and acknowledges that the PRODUCTION COMPANY will immediately begin work on certain aspects of the PARTICIPANT'S feature and delegate personnel in association with the development, promotion, scheduling, pre-production and production with the goal to have the script developed within thirty to forty-five days upon PARTICIPANT returning the Editorial Information Form.
- 3) \$24,800 USD is the total scheduling fee. PARTICIPANT will incur no additional cost relating to the parameters of this agreement.
- 4) PARTICIPANT acknowledges and agrees to pay the total scheduling fee as follows: 1/2 due thirty days from agreement execution, and 1/2 due sixty days from agreement execution.
- 5) PARTICIPANT, if appropriate, will provide end user for testimonial, company spokesperson, talent and products for shooting.

The parties agree that Florida law applies and the jurisdiction and venue for any action regarding this agreement shall lie exclusively in the courts of Broward County, Florida. Once both parties authorize this agreement, Participant does irrevocably commit to participate in the television program described above and does further agree to provide the questionnaire and literature in a timely manner. All aspects of the agreement will be completed within twelve months or sooner of agreement execution assuming Participant does not withhold reasonable approvals. As stated, Today in America and its national television show has no direct affiliation with the networks on which they air. Today in America purchases the time through cable providers, networks and/or other media sellers. This agreement contains the full and complete understandings between the parties whether written or oral, pertaining thereto, and cannot be modified except by a written instrument signed by each party hereto.


Authorized Representative - Participant

Jim Voetberg, City Manager
Company / Position / Print name

2-7-12
Date

Today in America Representative

CEO of Today in America

Date