



Program Agreement



This agreement is made and entered this _____ day of _____, 200__, between True South L.L.C., (True South), an Oklahoma Corporation with its principal place of business at 13181 Us Highway 177 Byars, Oklahoma 74831 and _____, (Purchaser).

Whereas True South produces a weekly television program titled "Wide World of Horses" which is presented on Rural Farm District Television (RFD);

Whereas Purchaser wishes to utilize program air time available within "Wide World of Horses".

Therefore, in consideration of the mutual promises, agreements, covenants and conditions contained in this Agreement the receipt and sufficiency of which is hereby acknowledged, True South and Purchaser hereby specifically agree as follows:

Purchaser shall purchase airtime from True South in an amount, manner and at a cost as identified in Exhibit A attached hereto and made a part hereof.

The content of Purchaser's airtime and any advertising message(s) shall comply with applicable federal and state laws, rules and regulations and policies including but not limited to the Communications Act of 1934 as amended, including Section 399B; all rules, regulations and policies of the FCC: all rules and regulations of the IRS.

The content of Purchaser's airtime and any advertising message(s) shall comply with all rules, regulations and policies of RFD pertaining to advertising messages, and is subject to the approval by True South.

Purchaser shall bear all cost associated with the creation manufacture, and production of Purchaser's sponsorship message, with the actual tape being submitted in a format solely determined by True South and delivered at their corporate office, at least 70 days prior to the scheduled air time.

In the event that an airtime and any sponsorship message(s) obligated to Purchaser does not air as was scheduled, is pre-empted, or does not appear for any other reason, whether thru the actions or failures of True South or some third party, the sole remedy available to Purchaser will be for True South to air the Purchaser's sponsorship tape at the next reasonable, available time.

True South and Purchaser both represent and warrant that each has the authority to enter into and perform this Agreement. The parties warrant that compliance with such obligations will not constitute a violation of any existing applicable laws, rules, regulations or orders of any governmental body or authority or any agreements to which either party is a party or by which is other wise bound.

That each party agrees to indemnify and to hold harmless the other party from all claims, damages, liabilities, and costs from any third party claim arising from the breach of either party of any representations, warranty, covenant, or agreement set forth in this Agreement.

In the event the normal business operations of either party are materially hampered, interrupted, or prevented due to an act of God; war, riot, acts of terror, fire, casualty, labor dispute, or other similar such troubles; act of any federal, state or local instrumentality, or failure in whole or in part of the telecast facilities of RFD, then the failure to perform shall not constitute a breach of this Agreement by such party and that party shall not be liable to the other party for such failure to perform and either party shall have the right to suspend its obligations hereunder for the duration of the event.



Any dispute arising in or relating to this Agreement shall be resolved by binding arbitration in McClain County, Oklahoma, by a panel of three arbitrators and pursuant to the rules and procedures of the American Arbitration Association. Notwithstanding the foregoing, it is agreed by and between the parties hereto that the arbitration board shall consist of three members, one of whom shall be selected by True South, and one of whom shall be selected by Purchaser. The third member shall be selected by True South and Purchaser. Any and all decisions by said arbitration board shall have the effectiveness of law and shall be binding upon True South and Purchaser.

There is no provision of this agreement that may be modified or amended except in writing and signed by the Parties hereto. No waiver of any provision hereto shall be construed as a waiver of any other provision or subsequent breach. Any waiver shall be in writing.

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Oklahoma. Notwithstanding anything to the contrary, each party hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of Oklahoma for any claim arising out of or relating in any manner to this Agreement and specifically agrees not to commence any claim relating hereto except in Oklahoma.

In the event that any provision of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be of no force ad effect, but the illegality or unenforceability shall have no effect upon the enforceability of any other provision of this Agreement.

Neither party hereto may assign or transfer any of its rights or delegate any of its duties under this Agreement without prior written consent of the other.

This Agreement, together with the exhibits thereto, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and its final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations, and understandings between the parties, either express or implied, and hereby superseded and merged herein.

In Witness Whereof, True South and Purchaser have caused this Agreement to be signed and delivered by its duly authorized officer or agent as of the date above written.

True South

Purchaser

Name

Name

Date

Date



Exhibit A

Purchaser agrees to purchase _____ Programs @ \$ _____ Per Program

Program Rates:

One-time	24-minute program	\$6,750 per program
2-9	24-minute programs	\$6,000 per program
10-19	24-minute programs	\$5,250 per program
20 or over	24-minute programs	\$4,500 per program

Note: 24 minute program can include up to ten 30 second spots.



Exhibit A

Purchaser agrees to purchase _____ Segments @ \$ _____ Per Segment

Segment Rates

Per Segment 5 minute segment \$2,625 per segment

Note: 5 minute segment can include one 30 second spot.

Per Segment 7 minute segment \$3,375 per segment

Note: 7 minute segment can include two 30 second spots.