



## **PACKERS RADIO NETWORK**

# **2017 Letter of Agreement For:**



WTMJ-AM Radio (hereafter "WTMJ"), a division of Scripps Media, Inc., d/b/a WTMJ-AM, a Delaware corporation with offices at 720 East Capitol Drive, Milwaukee, WI 53212 warrants and represents that it has acquired and holds the rights to create and originate game broadcasts and establish and operate the Packers Radio Network ("Network") from the Green Bay Packers, Inc. This letter of agreement will summarize the elements of the 2017 sponsorship of the Packers Radio Network broadcast (hereafter "WTMJ"), Green Bay Packers, Inc., (hereafter "Packers"), and City of West Allis, (hereafter "Sponsor"), consisting of a sponsorship during the twenty (20) game broadcast schedule and sponsor will be included in any and all additional pre and post-season games.

### **SPONSORSHIP ANNOUNCEMENTS:**

One (1) 30-second commercial in Packers OT on WTMJ-AM in twenty (20) broadcasts. Packers OT is a two hour post-game program immediately following Packers Playback. Sponsor name identification in Packers OT on WTMJ-AM each game.





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**LETTER OF AGREEMENT**

**OTHER ELEMENTS:**

- Network affiliate clearances are subject to pre-emption due to local sports conflicts. In the Milwaukee area, games on 620 WTMJ, in conflict with other sports broadcasts, may be placed on other broadcast facilities.
- **Sponsor** will automatically be scheduled and billed in all additional pre-season and post-season game broadcasts at the same level of participation and rate as regular season games. Super Bowl broadcast will have a ten percent (10%) premium added to rate schedule. Due to contractual agreements between the NFL and their media partner(s), the Packers Radio Network broadcast of the NFC Championship Game broadcast and Super Bowl will air exclusively on 620 WTMJ in Milwaukee and the Packers Radio Network affiliate(s) in Green Bay. Merchandise for any playoff games is at the sole discretion of WTMJ.
- **Sponsor** will receive the terms for the right of first renewal option for the following season. Sponsor must notify WTMJ of acceptance by April 1, 2018 or thirty (30) days after receipt of written proposal, whichever comes first.
- Because of the specialized and custom nature of sports marketing programs, all Sports Marketing agreements are non-cancelable.
- Certain broadcast and merchandising elements included in this marketing program may involve restrictions on usage and may not be used by Sponsor or transferred to a third party without prior written approval of WTMJ and the Packers. Certain elements, including but not limited to Packers name and logo, may be prohibited from transference to a third party. Use by any party without the express authorization of WTMJ is prohibited and could result in legal action.
- If, during the course of this agreement, there is a strike, lockout, work stoppage or other unknown labor-related condition that interrupts regular season game play WTMJ will negotiate in good faith with Sponsor to find a resolution that is mutually agreeable to both parties to preserve the Sponsors equity position within the broadcast.
- This agreement is valid during the length of time that WTMJ retains the radio broadcast rights to the Packers television broadcasts. In the event that WTMJ is no longer the broadcast rights holder and primary seller of the commercial inventory, this agreement is null and void.
- Neither this agreement, nor the rights or obligations of any party hereunder, may be assigned without the prior written consent of the other party.



Accepted For: Scripps Media, Inc.  
 Accepted By: \_\_\_\_\_  
 Typed Name: Jason Bjorson  
 Title: General Sales Manager  
 Date: \_\_\_\_\_

Accepted For: City of West Allis  
 Accepted By: \_\_\_\_\_  
 Typed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

