



# BREWERS 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 the rights to create and originate game broadcasts and establish and operate the Brewers Radio Network ("Network") from the Milwaukee Brewers Baseball Club, LLP. This letter of agreement will summarize the elements of the sponsorship between WTMJ and the City of West Allis (hereafter "Sponsor") during a minimum of one hundred and seventy six (176) game broadcasts and the rights to sponsor all additional pre and post-season broadcasts.

### SPONSORSHIP DETAIL:

#### IN-GAME SPONSORSHIP COMMERCIALS:

Thirty-two (32) 30-second commercials in-game on 620 WTMJ during the spring training broadcasts.

#### POST-GAME SPONSORSHIP COMMERCIALS:

One (1) 30-second commercial in Adjacency 2 which runs approximately 20 minutes after in-game programming on 620 WTMJ in one-hundred-sixty-two (162) regular season broadcasts.

#### ENTERTAINMENT DETAIL:

- \* A cash entertainment allowance of \$610 has been allocated to Sponsor to be used for game tickets or suites.
- \* Allowance will not be carried forward from season to season and must be used by the last regular season home game of the season.
- \* The cash entertainment allowance has been factored into the final marketing program total investment.
- \* The cash entertainment allowance may not be used to offset the sponsorship investment.
- \* Additional expense in excess of the specified budget above will be passed through at cost to the Sponsor.

#### SPONSORSHIP INVESTMENT:

- SPONSOR shall remit the following payment to WTMJ for this marketing program net 30 days after receipt of itemized station invoice. The total shall be based on a Standard Broadcast Calendar (SBC) and shall commence with the first month containing a scheduled game broadcast.

**2017 Season: \$15,350.00 (Net)**



## BREWERS RADIO NETWORK



### OTHER ELEMENTS:

- Because of the specialized and customized nature of sports marketing programs all agreements are non-cancelable.
- Certain broadcast and merchandising elements included in this marketing program may involve restrictions on usage and may not be transferred to a third party without prior written approval of WTMJSM. Usage of the Milwaukee Brewers name and logo may be prohibited and cannot be used without the written permission of the team. WTMJSM promotional concepts are copyrighted, proprietary and confidential. Use by any party without the express authorization of Scripps Media, Inc. d/b/a WTMJ-AM is prohibited.
- Sponsor will have the right of first refusal on or before November 1, 2017 to extend this agreement upon mutually agreed upon terms.
- WTMJ reserves the right to conflict game broadcasts to another radio station in Milwaukee when in conflict with other sports play-by-play broadcasts.
- Network affiliate broadcast clearance is subject to pre-emption due to local sports conflicts.
- Additional pre or post-season broadcasts will automatically be scheduled and billed at the same commercial level and rate as regular season broadcasts.
- A premium of ten-percent (10%) will be added to the rate for World Series game broadcasts.
- Due to a contractual agreement between Major League Baseball (MLB) and ESPN the World Series game broadcasts will only be cleared on WTMJ-AM. We are also contractually obligated to utilize the ESPN game format during the World Series and therefore have a finite amount of available commercial inventory for our sponsors. Merchandise for any playoff games is at the sole discretion of WTMJ.
- WTMJ will make a good faith effort to position Sponsor commercials away from sponsors in competitive trade categories.
- WTMJ is responsible for operational errors on WTMJ-AM but not responsible for operational errors on network affiliate station
- All game broadcasts and their elements are copyrighted by Major League Baseball (MLB) and the Milwaukee Brewers Baseball Club, LLP.
- In the event that either Sponsor or WTMJ fails to perform its obligations under this Agreement and the failure continues for more than fifteen (15) days after receipt of written notice from the party or parties affected by the failure, then the party or parties affected by the failure shall have the right to suspend performance of their respective obligations under this agreement and pursue any other remedies available at law or in equity.
- WTMJ, Sponsor and the Milwaukee Brewers Baseball Club shall indemnify, defend and hold harmless each other from any claims, demands, actions, liability, damages costs and expenses (including reasonable attorney's fees) which may in any manner arise from, or as a consequence of, any act or omission in connection with the performance of their respective obligations under this Agreement.
- This agreement shall be interpreted according to Wisconsin law. Sponsor agrees to submit to the jurisdiction of the Milwaukee County Circuit Court for the adjudication of disputes.
- In the event of an interruption of a game broadcast due to circumstances beyond the control of WTMJ; WTMJ shall provide Sponsor with future make-goods at a mutually agreeable time.
- 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 the 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 sponsorship agreement is valid as long as WTMJ retains the radio broadcast rights for Milwaukee Brewers Baseball Club radio broadcasts.
- Executed in Milwaukee, Wisconsin on the date noted below by:

Scripps Media, Inc.

City of West Allis

Name: Jason Bjorson

Title: General Sales Manager

Date: