



BREWERS RADIO NETWORK

2015 Letter of Agreement For:



Journal Radio Networks (hereafter "JRN"), a division of Journal Broadcast Group, 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 JRN and the City of West Allis (hereafter "Sponsor") during a minimum of one hundred and seventy eight (178) game broadcasts and the rights to sponsor all additional pre and post-season broadcasts.

SPONSORSHIP DETAIL:

POST-GAME SPONSORSHIP COMMERCIALS:

- ◆ One (1) 30-second commercial post-game on 620 WTMJ in eighty-one (81) broadcasts. One-hundred-sixty-two (162) billboard name mentions also included.

MERCHANDISING DETAIL:

- ◆ A cash merchandising allowance of **\$620** has been allocated to Sponsor.
- ◆ Merchandising allowance will not be carried forward from season to season and must be used by 10/31/15.
- ◆ The cash merchandising allowance has been factored into the final marketing program total investment.
- ◆ The cash merchandising allowance may not be used to offset the sponsorship investment.
- ◆ Additional expense in excess of the specified cash merchandising budget above will be passed through at cost to the Sponsor.

SPONSORSHIP INVESTMENT:

- **SPONSOR** shall remit the following payment to Journal Broadcast Group 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.

2015 Season: \$15,471.00 (Net)



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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 JRNSM. Usage of the Milwaukee Brewers name and logo may be prohibited and cannot be used without the written permission of the team. JRNSM promotional concepts are copyrighted, proprietary and confidential. Use by any party without the express authorization of Journal Broadcast Group is prohibited.
- Sponsor will have the right of first refusal on or before November 1, 2015 to extend this agreement upon mutually agreed upon terms.
- JRN 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 JRN.
- JRN will make a good faith effort to position Sponsor commercials away from sponsors in competitive trade categories.
- JRN 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 JRN 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.
- JRN, 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 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 JRN; JRN shall provide Sponsor with future make-goods at a mutually agreeable time.
- In the event that a strike, work stoppage, natural catastrophe, accident or other event beyond the control of either party (the "Event") results in more than 20 games being cancelled, interrupted or where there is no broadcast, the Sponsor shall be entitled to return of a prorated portion of the Sponsorship Investment based upon the number of games where the contemplated advertisement was broadcast prior to the Event.
- This sponsorship agreement is valid as long as JRN retains the radio broadcast rights for Milwaukee Brewers Baseball Club radio broadcasts.
- Executed in Milwaukee, Wisconsin on the date noted below by:

Journal Broadcast Group

City of West Allis

Name:

Thomas Sheridan

Title:

Director of Sales

Date:
