

DAVE LANGER (Creative Services)

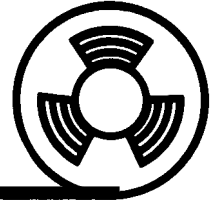
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The Instant Radio Station CD LIBRARY LICENSING AGREEMENT

THE TEXT MAY NOT BE ALTERED BY LICENSEE – REQUIRES LEGIBLE COMPLETION BY HAND IN INK

- 1) The parties are hereby described as “Licensor” – Dave Langer (Creative Services) www.jingle.org authorized agent and distributor *under authority of Ben Freedman d.b.a. The Instant Radio Station from Jingle University, Buffalo, New York USA* www.jingleuniversity.com – Mail signed, completed agreements to arrive within 21 days or less from date of payment - to Dave Langer (Creative Services) 27 Cavendish Road Salford, M7 4WP, England. - phone in UK – (+44) 161 740 7171 or FAX (+44) 161 792 9595 and “Licensee” – hereby described below:

(Station name/frequency or individual’s legal name) _____

(If Individual - provide DJ name if used) _____

(Address) _____

_____ (City) _____

_____ (Code) _____

Country _____ (USA consultant if any) _____

(Phone) _____ (fax) _____

(Web site) _____ (Email) _____

As a single radio STATION or INDIVIDUAL DJ OR PROGRAM PRESENTOR, licensee agrees to pay to Licensor’s agent – Dave Langer - a one-time license fee of £71.00 plus £6.00 postage totaling £77.00 British pounds - for the 4 CD IRS - shipment to be made by licensor’s agent – Dave Langer – within 21 - 30 days from date of receipt of payment by Royal Mail. For urgent priority processing and shipment – within 7 days or less – Subject to stock availability – Licensee agrees to pay £92.00 plus £6.00 postage totaling £98.00 British pounds. Non standard shipping costs to be quoted individually at time of payment.

Individual/DJ license holders may only use the CD material for their own local show/presentation as broadcast by one station on one frequency in a single metro city radio market at a time. The individual may use the CD materials to run promos for their own show on “off hours”. No use for the benefit of the station in individual/DJ’s non show/presentation hours will be permitted. Multi station or syndicated use is not permitted – Contact www.jingle.org for price quotations.

The station license holder named above is permitted unlimited single station – single frequency - single city - broadcast and Internet use.

Payment will be made to licensor by licensee via the payment method and total costs listed on page 2 - Licensee agrees to send in a business envelope to arrive at licensor’s agent’s address via regular mail or airmail - a properly completed and signed license agreement – delivered to 27 Cavendish Rd. Salford, M7 4WP, England. Licensor is not obligated to inform licensee of verified of the agreement to the Salford address. However, in the case where the license does not arrive in the mail – if licensor has made reasonable attempts to remind licensee that the completed/signed license has not arrived for filing and storage – where no license has been received - licensee will have the authority to cancel said temporary “paid status” verbal license upon the expiration of the 90 days without receipt of agreement.

This is a license for nonexclusive, nontransferable 99 year term broadcast and/or internet transmission of any or all of material on the 4 CD library set called The Instant Radio Station from Dave Langer and B Freedman/Jingle University -. [To pay for local sisters, multi frequencies – contact Dave Langer for applicable rates and a revised agreement.] Individual or station use for the purpose of non-local broadcast or personal distribution of “home made” jingles, or use in syndication, networks and/or improper use of any kind - other than internet transmissions of completed radio program material - is not permitted under any circumstances.

The Instant Radio Station may not be sold, assigned, gifted, loaned or in any other way transferred to another party without the advance specific written permission of Dave Langer or Ben Freedman/Jingle University.

- 2) Licensee agrees to always protect The Instant Radio Station from any and all unauthorized copying. To avoid problems after receipt - an immediate high quality safety copy – which remains the property of licensor - should be made, safely stored and guarded. In the 99 years ahead - if licensee is unable to contact licensor - after all searching - this agreement remains valid for the full 99-year term as outlined.
- 3) Licensee agrees never to broadcast any portion of the Instant Radio Station music beds on air in the clear – in such a way that a clean usage by an unauthorized copier could take place. The usage of The Instant Radio Station in the clear will be permitted on internal station hard disc, CD, or tape for the purpose of live or pre-recorded voice and personality interplay only. However, all station personnel must be strictly warned to never copy any of The Instant Radio Station for the purpose of use outside the station or individual licensee’s sphere. Upon liquidation - sale of station, or death of individual licensee - the tangible property is to be returned to licensor by contacting www.jingle.org or www.jingleuniversity.com (OR - Title transfer arrangements can be made – for an additional fee).
- 4) No new singing of any type may be added to any music bed or pitched elements on The Instant Radio Station without the express advance written permission of Dave Langer or Ben Freedman/Jingle University. Non pitched voices (spoken voice), effects, other jingles, other shouts, other chants, other whispers, other library materials may all be combined freely with The Instant Radio Station materials.
- 5) Licensee fully indemnifies and holds licensor harmless for any use of The Instant Radio Station materials - or sung lyrics - relating to any filing of complaint or law suit by a third party. Licensee is the sole responsible party for any and all liability on use of The Instant Radio Station materials. In return, licensor certifies that all audio materials are fit for broadcast and are the sole copyrighted property of Ben Freedman and/or Tom Gwin.
- 6) The CD’s will have correct content and play properly (EQ may be required) or be replaced upon request within 30 days of receipt, but are supplied with no other guarantees, assurances or warranties.
- 7) Editing to versions like 10/30/60 seconds - and broadcast use for commercial spots only (not station promos) is permitted within the one single city/metro named by licensee - including the use of finished spot on other stations in the named city/metro - however no exclusive use is granted for such purposes.
- 8) The Instant Radio Station CD’s are copyright 2002 by Ben Freedman and Jingle University. The tangible CD’s and safety copies remain at all times the property of Ben Freedman/Jingle University www.jingleuniversity.com. **Fully understood and agreed:**

_____ (Printed name) _____

(Signature of authorized representative of licensee named on this agreement page one)

(Title) _____ (Date) _____

Payment Method (tick): Cheque Postal Order Stirling Draft Other

STANDARD HANDLING totals: £ British pounds payable to “**Dave Langer**” or

PRIORITY HANDLING totals: £ British pounds payable to “**Dave Langer**”.