



PODCASTING AGREEMENT

This Agreement is between _____
(Podcaster) and Linked Assets, LLC, 2103 Harrison Ave NW, 2-124, Olympia, WA 98502, and any associated websites, blogs and companies.

Definitions:

“To Podcast” is defined as the process of preparing and uploading any audio recording received in .mp3 format to a specified “radio station or state station” on the Linked Assets internet radio station server to be distributed as a podcast on the Internet.

“Podcaster” is defined as any individual(s), organization(s), group(s) or business entities that present audio recordings (content) in any format for podcasting on a Linked Assets internet radio (podcast) station.

“Podspot” is defined as a one-minute mention on a podcast that can be purchased by a sponsor to advertise their product or service on a SM’s or podcaster’s show.

“Content” is defined as any audio recording that is presented to a Linked Assets internet radio (podcast) station for podcasting on the internet.

“Radio Station” refers to the portion of the website that can be accessed from the homepage of any Linked Assets website.

“Stationmaster” refers to any individual(s) or business(s) that provides a contract service to a Linked Assets internet radio (podcast) station in the form of podcasting content and all associated tasks for podcaster, limited to those services contained in this agreement. Any services provided to podcaster by stationmaster not covered in this agreement are subject to fees that may be payable directly to stationmaster by the podcaster. Any services, such as audio editing, writing press releases, etc., provided by stationmaster shall not exceed \$80 per hour.

“Talent Release” is defined as a release provided to podcaster allowing a Linked Assets internet radio (podcast) station to publish their unique content on a Linked Assets internet radio (podcast) station.

Linked Assets Podcast Guidelines:

1) No content shall contain profane language of any kind. All content should be consistent with the commonly accepted PG television rating standards employed by TV networks in the U.S and modified by a Linked Assets internet radio (podcast) station to apply to audio recordings posted to any Linked Assets internet radio (podcast) station site*. Linked Assets reserves the right to edit any profanity from content presented by podcaster to a Linked Assets internet radio (podcast) station for podcasting. If the content contains such a volume of profane language that it cannot be successfully edited to retain the original meaning of the content, a Linked Assets internet radio (podcast) station reserves the right to remove the content from any and all websites at its sole discretion, with no refund to podcaster.

2) No content shall contain language which could be construed as mudslinging, defamation of character or slander toward any individual, organization or business. Linked Assets reserves the right to edit any content which contains such language at its sole discretion. If the content contains such a volume of such language that it cannot be successfully edited to retain the original meaning of the content, a Linked Assets internet radio (podcast) station reserves the right to remove the content from any and all websites at its sole discretion, with no refund to podcaster. Podcaster shall be notified via email if there is a podcast which contains any language that is not in compliance with this guideline and has three (3) days to modify the podcast or it will be removed from the station permanently.

3) It is the goal of this Agreement to convey the “spirit” of Linked Assets to the podcaster. Linked Assets shall not editorialize any content provided by podcaster, as all viewpoints are welcome to be expressed in their original form in a respectful manner on a Linked Assets internet radio (podcast) station. It is our wish and desire to provide an open forum-type media source for the dissemination of information on the Internet, and thus, will enforce guidelines and standards to ensure that our listeners are provided with high-quality, non-editorialized PG content.

4) The “spirit” of a Linked Assets internet radio (podcast) station welcomes all viewpoints from all podcasters.

** PG: "Parental Guidance Suggested. Some Material May Not Be Suitable For Children."

This is content that clearly needs to be examined or inquired into by parents before they let their children listen. The label PG plainly states that parents may consider some material unsuitable for their children, but the parent must make the decision.

Parents are warned against allowing their children, unseen and without inquiry, to listen to PG-rated audio content.

The theme of a PG-rated audio may itself call for parental guidance. There may be some unsuitable subject matter. But these elements are not deemed as intense as to require that parents be strongly cautioned beyond the suggestion of parental guidance. There is no profanity content in PG-rated audio.

The PG rating, suggesting parental guidance, is thus an alert for examination of an audio recording by parents before deciding on its listening by their children.

Obviously such a line is difficult to draw. In our pluralistic society it is not easy to make judgments without incurring some disagreement. So long as parents know they must exercise parental responsibility, the rating serves as a meaningful guide and as a warning.

Terms and Conditions:

Linked Assets internet radio (podcast) station agrees to podcast content for podcaster for a period of a minimum of one month, commencing the date the first podcast is published to the designated page on a Linked Assets site. Linked Assets reserves the right to podcast content on any or all of a Linked Assets internet radio (podcast) stations' websites, blogs or associated websites. Linked Assets reserves the right to remove content, at it's sole discretion at any time if any of the terms, conditions, or guidelines (any and all of which may be changed and/or updated at any time at the sole discretion of Linked Assets) are violated in any manner by podcaster. Linked Assets will make every effort to notify podcasters via e-mail in advance of any significant changes in terms, conditions or guidelines.

Linked Assets shall:

- 1) "Podcast" podcaster's content to the Linked Assets internet radio (podcast) station of podcaster's choosing.
- 2) Post the information podcaster provides about the podcast in the form of a descriptive narrative (including information on any advertisers and logo graphics) of one to two paragraphs to the station blog.
- 3) Post a press release which you have provided to Linked Assets to various PR websites.
- 4) Help podcaster create initial Squidoo Lens related to the podcast topic of the podcaster's choice.
- 5) Help podcaster create initial Delicious account related to the podcast topic of the podcaster's choice.

Podcaster shall:

- 1) Provide Linked Assets with content in the form of a compressed MP3 audio file and graphics for inclusion in the blog.
- 2) Provide Linked Assets internet radio (podcast) station with any necessary talent releases for guests on podcasts.
- 3) Bear sole responsibility for any liability pertaining to content, including but not limited to obtaining or declaring any copyrights for podcast and resolving any copyright issues resulting from publishing podcast on a Linked Assets internet radio (podcast) station. In addition, Podcaster agrees to hold Linked Assets internet radio (podcast) station and its associates harmless from any litigation resulting from views expressed on podcasts produced by podcaster.
- 4) Provide a press release and a narrative about the content that can be posted to the station blog and to PR sites on the web.
- 5) Provide Linked Assets with any advertisers' descriptive narrative paragraph and logo to be posted in the station blog.
- 6) Pay to a Linked Assets internet radio (podcast) station the amount of \$ _____ per podcast hour per month (based on current rate sheet provided to podcaster by Linked Assets).

Rates for podcasting (rate sheet) shall be attached to this document and may be updated at the sole discretion of a Linked Assets internet radio (podcast) station. The rate set forth in this document will remain in effect until said document lapses or expires.

Linked Assets reserves the right to podcast podcaster's content on any and all stations at no charge to podcaster at its sole discretion. If podcaster is presenting content from a source other than podcaster, Linked Assets internet radio (podcast) station may require a "Talent Release" to be obtained from the originator of the content.

Archiving:

Linked Assets shall provide an "archiving" service to podcaster if podcaster desires to maintain podcasts that have been previously paid for on a Linked Assets internet radio (podcast) station for longer than 30 days. Archived podcasts shall not be actively in the queue on stations, but will be moved to an archive page and can be searched for on the site through the search box or by visiting the archive of each individual station. Archiving is free if you are podcasting on a monthly contract. If you terminate your contract with a Linked Assets internet radio (podcast) station and are no longer podcasting, but wish to maintain your archived podcasts on a Linked Assets internet radio (podcast) station, a \$60 per year fee will be charged for storage space and bandwidth.

Rates:

1-hour Podcast \$250 _____ per hour. Podcaster may insert up to 8 minutes of podspot advertising in each one-hour Podcast.

1/2-hour Podcast \$150 _____ per 1/2 hour. Podcaster may insert up to 4 minutes of podspot advertising in each 1/2 hour Podcast.

FREE Podcasts: Podcaster may generate free podcasts with the understanding that Linked Assets has the right to place podspots (4 per 1/2 hour or 8 per 1 hour show) on such podcasts and podcaster receives NO revenue generated from any podspots placed on their podcast.

Advertising Model:

Podcaster will coordinate with Advertiser the following services which are performed by Stationmaster for each podcast Advertiser. Advertisers (sponsors) receive the following (current rate sheet suggested - \$175 per minute):

- 1 one-minute mention (podspot) on a podcast
- 1 rotating banner ad on any or all Linked Assets station blog(s) (at the sole discretion of Linked Assets)
- 1 press release announcing the addition of a new sponsor to a state or national station
- 1 lenslink

1 bloglink (with any associated podcast description)
1 logo or photo included in each bloglink

Payments:

I agree to _____ number of podcasts at _____ dollars per podcast per month for _____ months, commencing on _____, 2006, to be paid:

___ In a lump sum in advance, for a total of _____ dollars.

OR

___ Monthly subscription payments, on the _____ day of each month via ___ paypal or ___ check.

OR

___ Free Podcasts with Linked Assets inserted podspots.

Podspots

Podcaster is allowed to sell up to 8 podspots per one-hour show to sponsors and all revenue generated from these podspots is paid directly to podcaster by sponsor and is retained in total by Podcaster. Any revenue generated from a Linked Assets internet radio (podcast) station-placed podspots is paid directly to a Linked Assets internet radio (podcast) station and is retained in total by a Linked Assets internet radio (podcast) station. All podspot advertising rates are subject to change without notice and shall be published to podcaster as they occur. See podspot agreement attached herewith and made a part of this Agreement herein.

Acceptance

All sales made by Stationmaster are subject to acceptance or rejection by a Linked Assets internet radio (podcast) station, and until so accepted, any contract agreements shall not be binding upon a Linked Assets internet radio (podcast) station.

Indemnification

Stationmaster and Podcaster shall indemnify against and hold harmless from, any and all costs, expenses, fees (including reasonable attorneys fees) and other liabilities arising in connection with any claim based upon any alleged misrepresentations, actions, errors or omissions or other conduct of Stationmaster or Podcaster, affiliate or any partner, employee, agent, party in interest or representative of Stationmaster.

Assignment

This agreement shall not be assigned by Podcaster without the prior written consent of a Linked Assets internet radio (podcast) station, subject to the foregoing. This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and/or assigns of the respective parties hereto.

Notices

Any notices to be given hereunder by either party to the other shall be in writing and may be affected, either by personal delivery; by registered or certified mail, postage and fees prepaid; or by electronic transmission. Either party may change its address for notice by giving notice of such change to the other party in accordance with this paragraph. Notices delivered personally shall be deemed received five (5) days after mailing. Electronic notices (e-mail) shall be deemed received two (2) days after transmission.

Severability

Should any provision herein prohibited by or unlawful under or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting any other provision of this Agreement, this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived, to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

Arbitration

Any controversy or claim arising out of, or relating to this Agreement, or its breach, shall be settled by arbitration in the City of Olympia, WA, in accordance with the rules then governing of the American Arbitration Association. Judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction.

Governing Law

The obligations and undertakings of the parties to this agreement shall be performable in Olympia, WA and shall be governed by and construed in accordance with the laws of the state of Washington.

Act of God

In the event that either party shall be prevented from completing performance of its obligations hereunder, including but not limited to, the following, which for the purposes of this Agreement, shall be regarded as beyond the control of the parties: an act of God, acts or omissions of a government or any agency thereof; compliance with requests, recommendations, rules, regulations, or orders of any governmental authority or any

officer, department, agency, or instrumentality thereof; fire; storm; flood; earthquake; accident; acts of the public enemy; war; rebellion; insurrection; riot; invasion; strikes; lockouts, or any other occurrence whatsoever, then said party shall not be liable to the other party for any loss, injury or damage suffered or incurred by the other party as a result thereof.

Entire Agreement

This Agreement contains the entire understanding of the parties. It may not be changed orally, but only by an agreement in writing signed by all parties hereto.

Headings

The heading of the paragraphs of this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Controlling Law

All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of the United States, and if necessary, the State of Washington.

Dated: _____

Linked Assets, LLC

Podcaster

Linked Assets, LLC

Podcaster

PODCASTING ADDENDUM

Podcasting Marketing Addendum covering any nationwide marketing agreements which shall be honored by Podcasters.

Special Arrangements:

