

**KUSM-TV
AGREEMENT FOR CONNECTION TO THE
MONTANA PBS PROGRAM SERVICE**

An agreement made as of July 1, 2020 through June 30, 2021 between KUSM, Montana PBS – Bozeman and **Broadwater County TV District** (“Distributor”).

Whereas, KUSM and the Distributor desire that the Montana PBS Program Service be made available to Montana: and

Whereas, there exist entities (Distributors) in Montana low power television systems to serve areas of Montana; and

Whereas, in furtherance of such objectives the Distributor desires to obtain from KUSM the right to connect to the 24 hours satellite feed of Montana PBS programs:

Now, therefore, the parties mutually agree as follows:

1. Conditions of License

1.1 KUSM grants the Distributor, commencing with the effective date of this Agreement and ending June 30, 2021, (hereinafter “license term”) the non-exclusive right connect to the Montana PBS program service. The license term will be automatically extended in accordance with the term of paragraph 5.2 herein.

1.2 KUSM grants the Distributor a license for the satellite connection to the Montana PBS Program Service subject to the following conditions:

- (a) All Montana PBS programs authorized for use by the Distributor shall be broadcast on noncommercial sustaining basis;
- (b) The license for the satellite connection to the Montana PBS Program Service is limited to the Distributor itself and the Distributor may not license, sub-license, assign or otherwise authorize use of the Montana PBS Program Service by any other entity;
- (c) The low power station may insert local programming and break materials at their own discretion providing they fully carry the Montana PBS schedule during pledge drives.

- (d) The low power station may choose to have Montana PBS include their identification as a translator station four times daily as required by the Federal Communication Commission. If the low power station wishes not to be included in the Montana PBS identifications, it maintains responsibility for satisfying the FCC identification requirements.

1.3 Upon completion of this contract, and before authorization for connection to the Montana PBS Program Service is granted, the Distributor shall provide to KUSM the following information:

- (a) For each low power television system:
 - 1. The name of the low power television system owner/operator;
 - 2. The city or region served by the system;
 - 3. The number of people or households served by the system.

This information shall be incorporated into the Agreement as Exhibit A.

2. License Fee

- (a) Upon Distributor's exercise of any or all of its rights to connect to the Montana PBS Program Service as described in this agreement, Distributor shall provide its programming for no fee.

3. Warranties and Indemnities

3.1 The Distributor represents and warrants that it is free to enter into and fully perform this Agreement.

3.2 To the extent permitted by law and except for actions or inactions for which KUSM indemnifies the Distributor herein, and/or against any and all claims, damages, costs, fees, which may be suffered or incurred arising out of any event related to this Agreement which occurs as a result of negligent or willful actions or inactions of the "Distributor; or as a result of any claim arising out of the alleged failure on the part of the Distributor to comply with federal statutes and regulations pertaining to Federal Communications Commission rules and policies, public broadcasting, antitrust, federal security, fair trade, taxation and obscenity laws, the First Amendment to the Constitution of the United States.

3.3 KUSM represents and warrants that it is free to enter into and fully perform this Agreement and that it has all of the rights necessary to grant the rights granted to the Distributor, except as otherwise provided herein.

4. Effect and Amendment

- 4.1** This Agreement shall be deemed to supersede and replace any previous documents, correspondence, conversations or other written or oral understandings between KUSM and the Distributor related to the right to connect to the Montana PBS Program Service by the Distributor.
- 4.2** No waiver by either party of any breach hereunder shall be deemed a waiver of any other subsequent breach.
- 4.3** This Agreement, unless terminated, shall serve as the basic Agreement between KUSM and the Distributor for connection to the Montana PBS Program Service as set forth in Paragraph 2 herein.
- 4.4** This Agreement cannot be altered, amended, changed or modified in any respect or particular unless each such alteration, amendment, change or modification shall have been agreed to in writing, signed and delivered by each such party hereto.
- 4.5** This Agreement shall be deemed to become effective upon signature by KUSM and the Distributor hereto and shall remain in effect until June 30, 2019 unless and until earlier termination is mutually agreed to in writing, signed and delivered to each party hereto. This Agreement will automatically be extended for consecutive one-year period(s) unless and until either party gives the other notice in writing of nonrenewal by June 30th of the previous year.

5. Assignment

- 5.1** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no rights under the Agreement may be assigned by either party (unless specifically authorized hereunder) without the prior written consent of the other party, which consent may not be unreasonably withheld. No assignment shall relieve the assignor of any liability hereunder.
- 5.2** This Agreement shall be deemed to become effective upon signature by KUSM and the Distributor hereto and shall remain in effect until June 30, 2019.
- 5.3** Unless and until earlier termination is mutually agreed to in writing.

6. Miscellaneous

6.1 This Agreement may be executed simultaneously 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.

6.2 Unless otherwise provided herein or agreed to by the parties, any notice, report or demand required or permitted by any provision of this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes upon being sent by telegram, teletype, mail or personally delivered to the respective parties hereto at the following addresses or such other addresses as either party shall notify the other party of:

KUSM TV
Visual Communication Building
Montana State University
Bozeman, MT 59717

Attention: Aaron Pruitt
General Manager

(Distributor Name)

(Address)

Attention: _____

Phone: _____

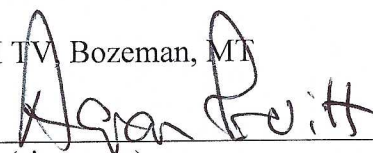
7. **Severability**

7.1 Should any clause, sentence, or paragraph of this Agreement be judicially or administratively decided to be invalid, unenforceable, or void, such decision shall not have the effect of invalidation or voiding the remainder of this Agreement. The parties hereto agree that the part or parts of this Agreement so held to be invalid, unenforceable, or void shall be deemed to have been deleted herefrom and the remainder shall have the same force and effectiveness as if such part or parts had never been included herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first above written.

KUSM TV, Bozeman, MT

BY:



(signature)

Aaron Pruitt

General Manager

DISTRIBUTOR:

BY:

(please print)

(signature)

(phone number)

**KUSM TV
AGREEMENT FOR CARRIAGE OF
MONTANA PBS PROGRAM SERVICE**

EXHIBIT A

1. LOW POWER TELEVISION SYSTEMS

Owner/Operator Name and Address

Phone No. _____
email _____

Number of people served _____
or: Number of households served _____

Start Date _____
