

**WLFT LOUISIANA FILM CHANNEL**  
**SUBMISSION RELEASE**

This offer may be accepted or rejected by \_\_\_\_\_ (“Licensor”), in its sole discretion and if accepted by a duly authorized officer of Licensor, shall constitute a fully binding agreement between the parties hereto. Licensor licenses solely to Licensee named below and Licensee licenses from Licensor, the terms and conditions contained herein.

LICENSEE: WLFT TV and the LOUISIANA FILM CHANNEL AFFILIATES

ADDRESS: 13567 Plank Road Baker, LA. 70714 CONTACT: Dr. Lucas Fry

DELIVERY:.

TITLE OF PROGRAM: \_\_\_\_\_

PROGRAM LENGTH: \_\_\_\_\_ Producer: \_\_\_\_\_

OWNER OF PROGRAM (Licensor): \_\_\_\_\_ ph: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

**1. The License.** Licensor hereby grants a limited 1 YEAR(365 DAYS), nontransferable right and license (with no right to sublicense) the above listed program for air on broadcast television, station owned digital platforms, and in whole or in part on station apps. Licensee may insert commercial spots in each Program airing and broadcast in conformity with all the rules, regulations and policies the Federal Communications Commission.

**2. Delivery.** Licensor agrees that the Program shall be made available in a manner that is receivable by the station. LICENSOR will deliver the agreed upon content via the most efficient manner and agree to deliver the programming in a way it can be received by licensor.

**3. Intellectual Property Rights.** Any and all proprietary rights in and to the Programs are and will remain the sole and exclusive property of Licensor, and Licensee shall have no rights in or to the Programs that have not been expressly granted in this agreement.

**4. Representations and Warranties.** Licensor represents and warrants that it has the right to enter into this agreement and grant Licensee the rights granted herein, and that no Program contains any material that infringes anyone else’s rights, rights of privacy or publicity, patents or trade secrets. Licensor also represents and warrants that **none of the Programs are illegal, obscene, indecent, libelous, slanderous or defamatory, that all Programs will be appropriate for family viewing** under local community standards, and that the Programs will comply fully with all applicable laws, rules and regulations. Licensee represents and warrants that it has the right to enter into this agreement.

**5. Indemnification.** Each of Licensee and Licensor (the “Indemnifying Party”, as applicable) hereby indemnifies, defends and holds harmless the other form and against all demands, claims, actions or causes of action, losses, damages, liabilities, costs and expenses, including, but limited to, court costs and reasonable attorney’s fees, incurred by the other as a result or relating to the Indemnifying Party’s breach of this agreement.

**6.** Licensor further agrees to indemnify and hold Licensee harmless against any and all loss, liability, damages, expenses, costs (including reasonable attorney’s fees and disbursements) arising from any breach (whether alleged or adjudicated) of this agreement or any claim, demand, action or suit asserting that the Programs violate someone else’s rights.

Initial’s of Licensor: \_\_\_\_\_

**7. Force Majeure.** Neither party shall be liable if, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes, or for any other cause, including mechanical or electronic breakdowns, there is an interruption or failure in the delivery or broadcast of any Program.

**8. Limitation of Liability.** In no event shall Licensor or Licensee be liable for any consequential, special, incidental or punitive damages, including, without limitation, any lost profits of any kind, arising out of or relating to this agreement.

**9. Miscellaneous.**

a. Confidentiality. Each of Licensee and Licensor shall keep the terms of this agreement confidential and not disclose same to any third party. b. Waiver. Any waiver as to any terms and conditions of the agreement must be in writing and shall not operate as a future waiver of the same terms and conditions, or prevent the future enforcement of any of the terms or conditions thereof. c. No Partnership. The parties hereto shall be deemed to be in a contractual relationship only as a result of this agreement and shall not be treated as having formed a partnership, joint venture or similar arrangement. d. Counterparts. This agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. Facsimile or electronic signatures shall have the same effect as original signatures. e. Applicable Law. This agreement will be governed by, construed and interpreted in accordance with, and enforceable under the laws of the State of Louisiana without reference to conflicts of laws principles. f. Entire Agreement. This agreement contains the entire agreement of the parties and may not be changed except by an agreement in writing signed by the party against whom the enforcement of any waiver, change, extension, modification or discharge is sought.

**Agreed to:**

**Licensor Name Printed:** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Accepted by Louisiana Film Channel and WLFT by:**

**Dr. Lucas Fry** \_\_\_\_\_ **Date** \_\_\_\_\_

Initial's of Licensor: \_\_\_\_\_