

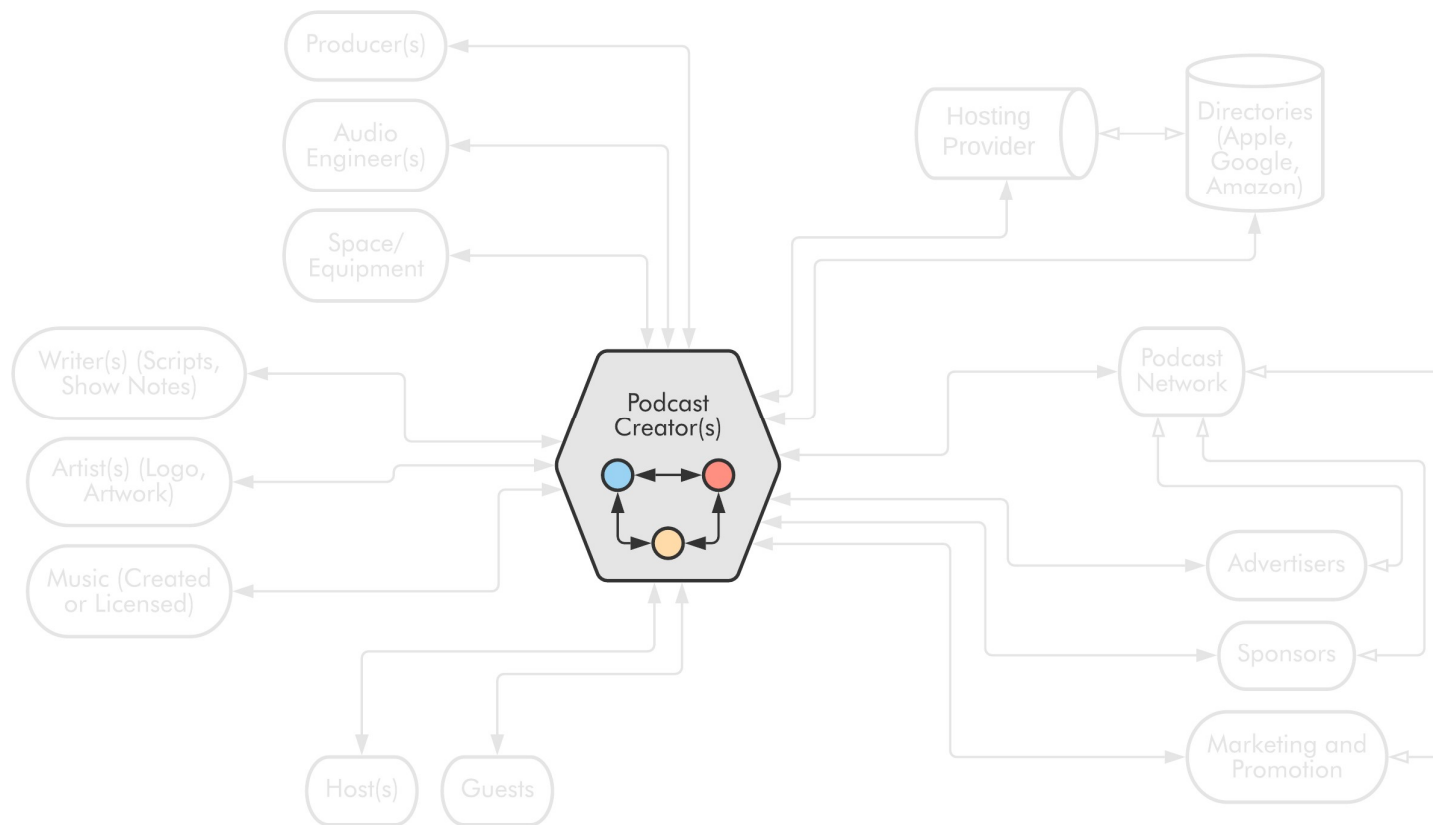
How to Negotiate a Podcasting Agreement

Business and Legal Issues in
the Podcast Contract Ecosystem

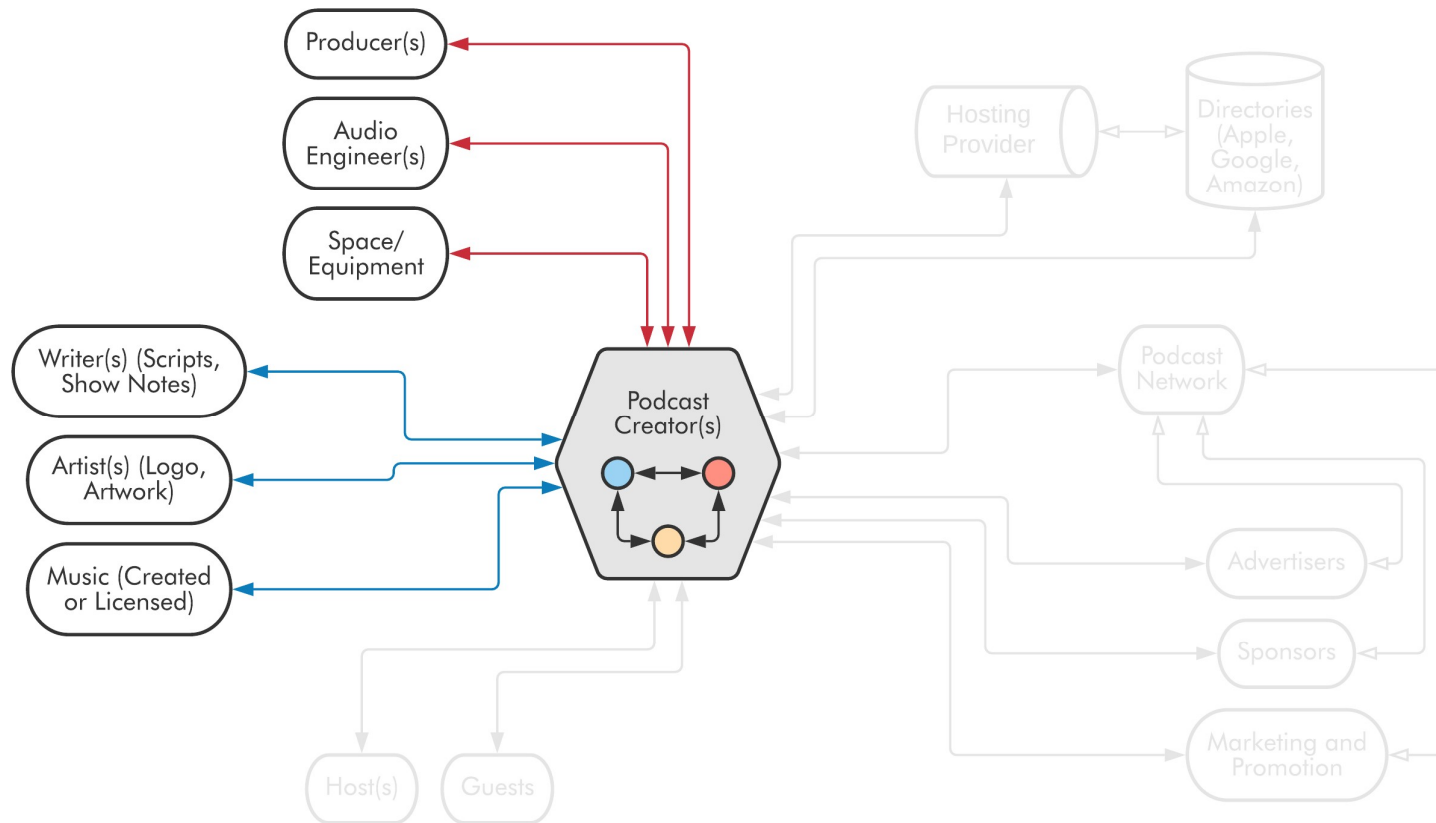
Thursday, October 8, 2020
Laura Frederick & Gabe Meister
laura@frederick.law • gabe@gabemeisterlaw.com



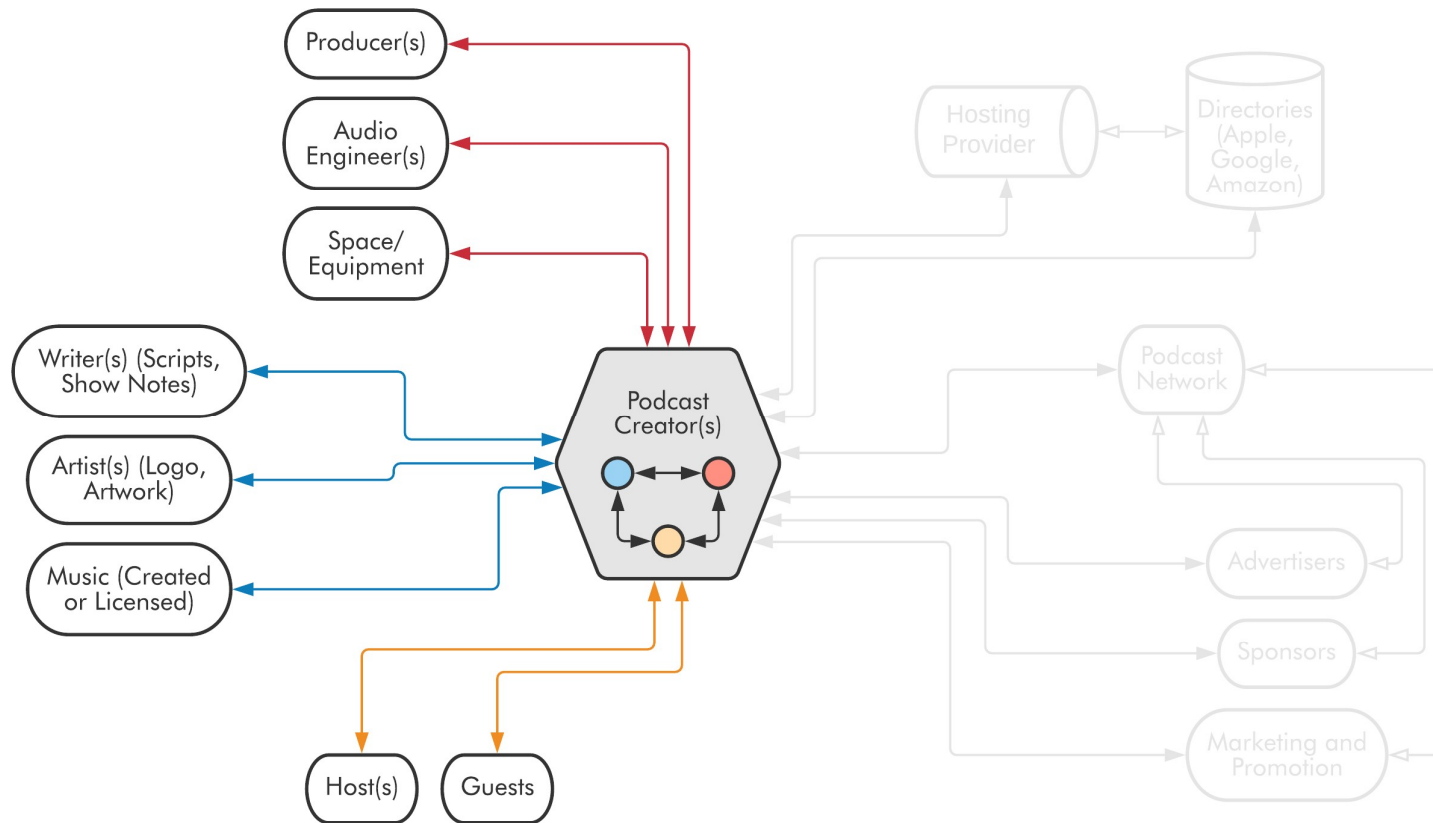
Podcasting: A Web of Contracts and Relationships



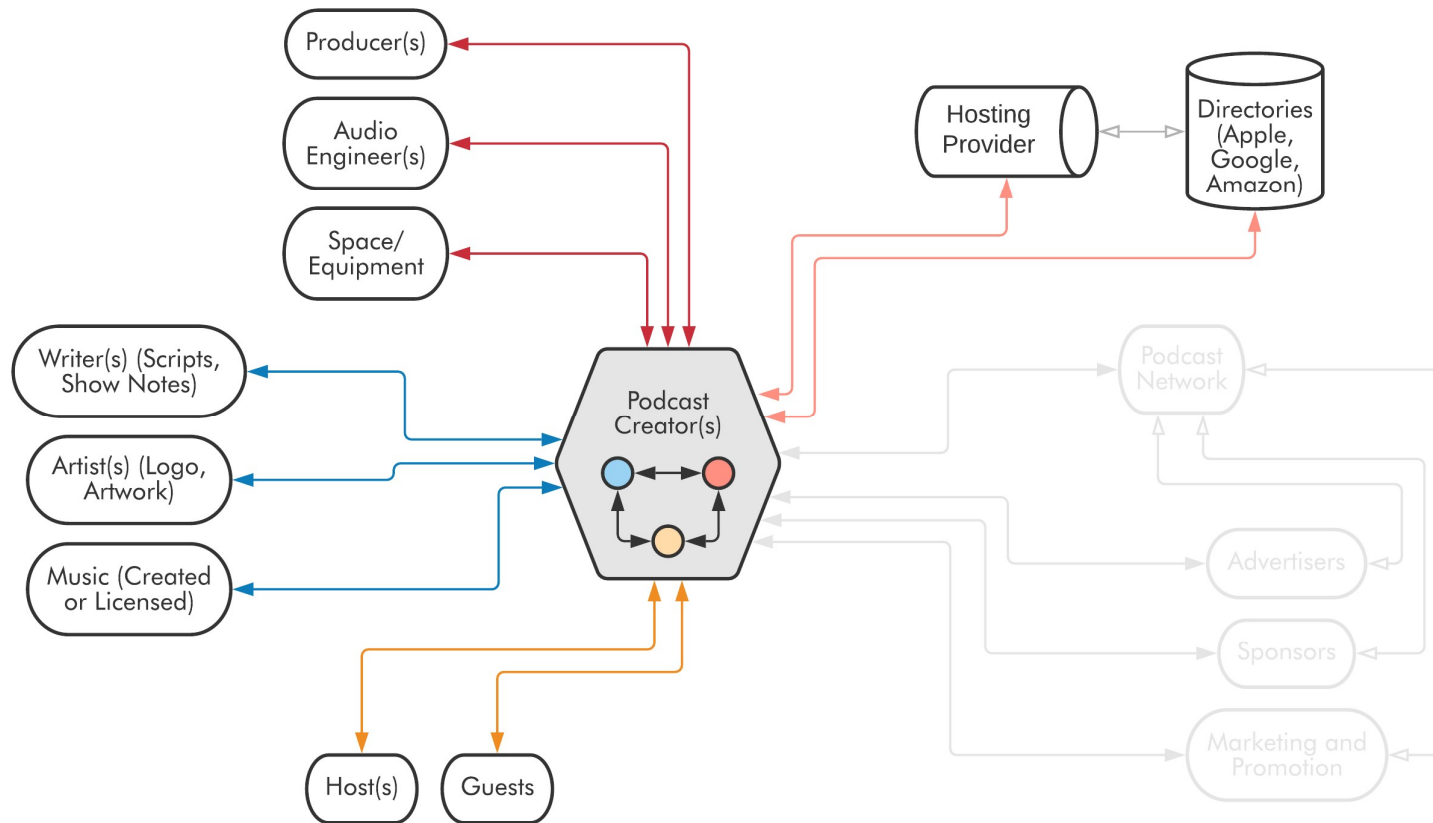
Podcasting: A Web of Contracts and Relationships



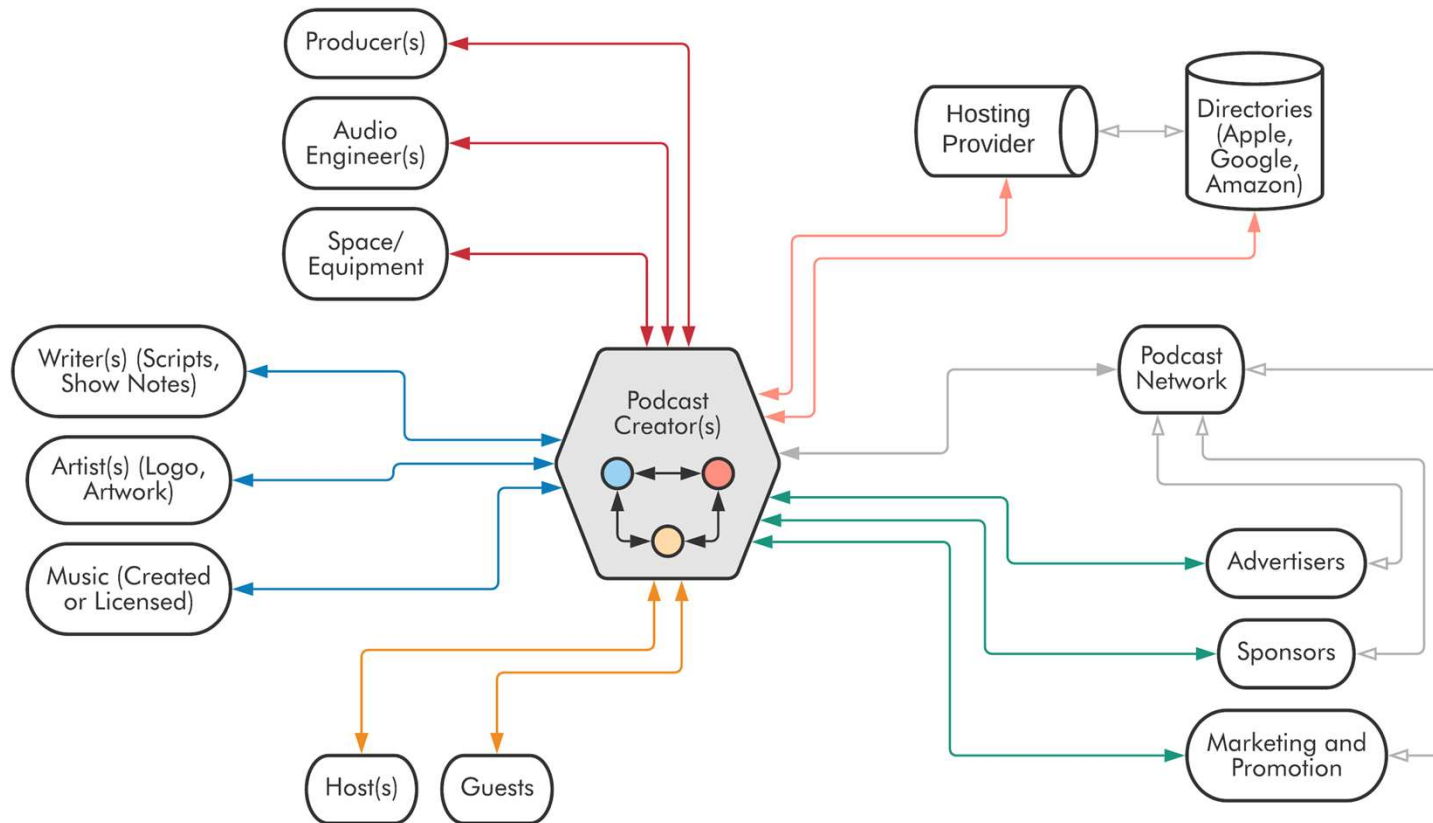
Podcasting: A Web of Contracts and Relationships



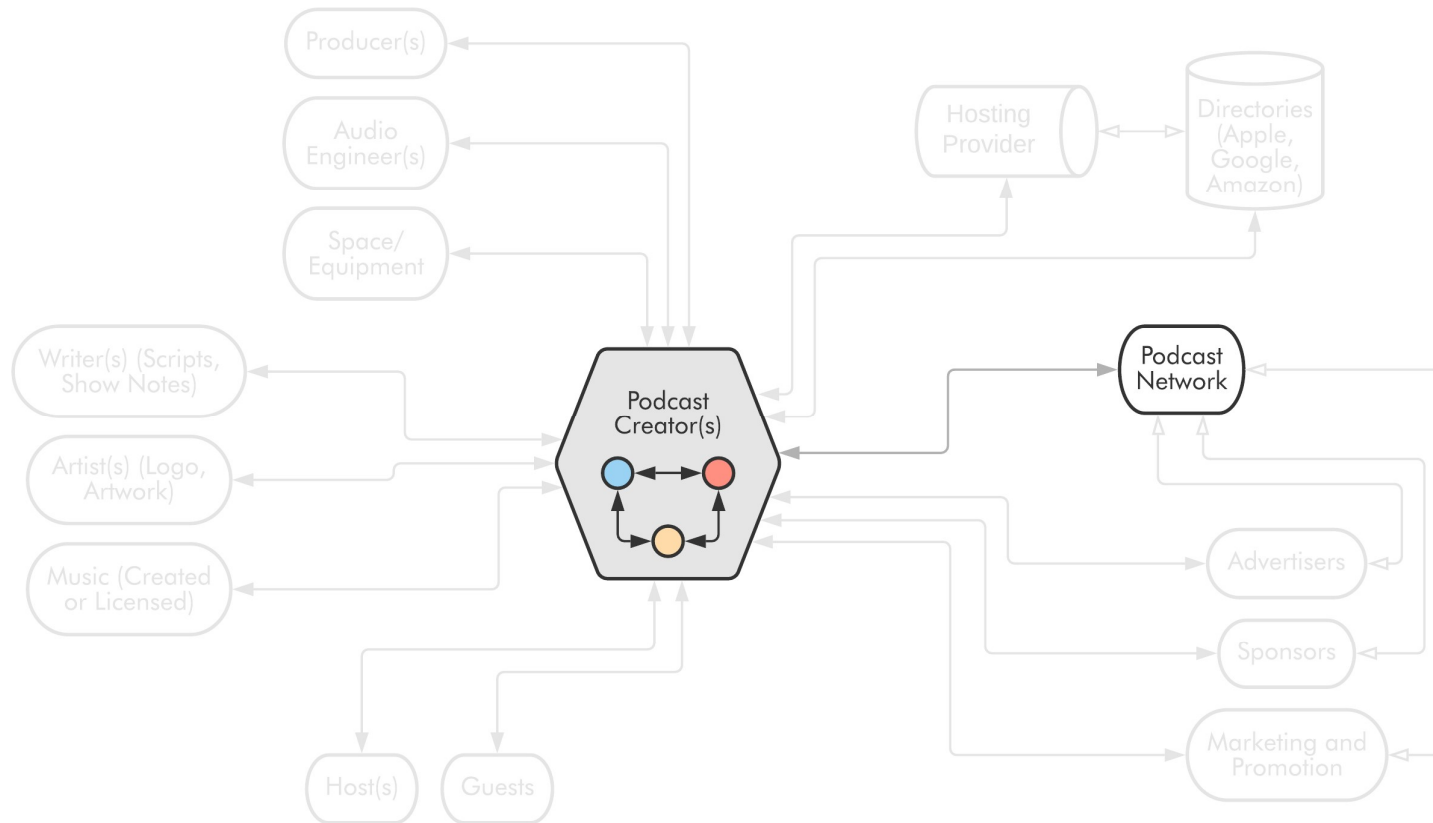
Podcasting: A Web of Contracts and Relationships



Podcasting: A Web of Contracts and Relationships



Podcast Network Agreements



A Handful of Core Commercial/Legal Issues

Issue	Description
Content Requirement	What do I have to create? How do I have to deliver it? How many episodes, and over what time period? Can I maintain creative control?
Licensing/IP	Who owns what? What should the scope of the license be? Can I repurpose my episodes for other platforms?
Liability/Indemnification	Who's responsible if something goes wrong? Who's in a better position to manage specific risks? How deep are our respective pockets?
Revenue	Who's responsible for which costs? How do we split ad/sponsorship revenue? Syndication revenue? If I sell merch, do they get a cut?
Termination	How long is the relationship? When can either side get out, and why? Will I have access to my materials if we part ways?

Sample Podcast Network Agreement

PODCAST PRODUCTION AGREEMENT

This Podcast Production Agreement (the "Agreement") is entered into between [REDACTED], with its principal place of business at [REDACTED] (the "Company") and the recording group (the "Artist") with a mailing address of for production of a podcast show named (the "Podcast").

Members of the recording group are listed with their full names below: [REDACTED]

The parties agree as follows:

1. Use of Recording Facilities

Company agrees to record the Podcast audio material on behalf of the Artist using Company-owned equipment and facilities, provided that the Artist schedules recording time with a representative of the Company. Access to the equipment or offices of the Company is not permitted to the Artist or any affiliate of the Artist at any time other than scheduled, except as approved by a Company representative. Additionally, a Company representative must be present at all times during any recording.

2. Podcast Schedule

During the period in which this Agreement remains in effect, Artist will make regular recordings of the Podcast according to the terms described in Section 1, or will provide recordings to the Company created with equipment and facilities acquired by the Artist. The schedule agreed upon between the Artist and the Company is the following, chosen by the initials from a member of the recording group and a representative of the Company:

(a member of the recording group and the Company representative must sign their initials for one option only)

- Weekly
- Bi-weekly
- Monthly

The schedule will start on the date of the first recorded episode of the Podcast. From that date, the Artist is obligated to record or to provide a recording for publishing within the time period agreed above, except if rescheduled by written approval from a representative of the Company.

The Artist may choose to record multiple episodes to stay ahead of the recording schedule, and may optionally request to publish extra episodes in between the normal schedule. Multiple episodes are considered to adhere to the schedule as long as they are published at the agreed-upon scheduled intervals.

If episodes are published between the agreed-upon schedule, it is understood that these in-between episodes are not a replacement for the regular-scheduled episodes, and that the normal schedule is still in effect for the next episode, unless an exception is approved by a representative of the Company.

SOURCE: <https://www.lawinsider.com/contracts/5PWXDeZpw7r>

Bird's-Eye View of Sample Agreement

PODCAST PRODUCTION AGREEMENT

This Podcast Production Agreement ("Agreement") is entered into between [redacted], with its principal office at [redacted] and "Company" and the recording group ("Artist") with its mailing address for production of podcast as set forth in the "Podcast" section of this Agreement.

Addresses of the recording group are listed with the full names below:

The parties agree as follows:

1. Use of Recording Facilities

Company agrees to attend the Podcast studio on behalf of the Artist using Company-owned equipment and facilities, provided that the Artist understands that such a representative of the Company is not permitted to attend the Podcast at any other time or place than the Podcast studio, except as approved by a Company representative. Additionally, a Company representative may be present at all times during any recording.

2. Podcast Schedule

During the period in which this Agreement remains in effect, Artist will make regular recordings of the Podcast according to the terms described in Section 1, or will provide recordings to the Company on the schedule and facilities required by the Artist. The schedule agreed upon between the Artist and the Company is set forth in the following, known by the Artist from a member of the recording group and a representative of the Company:

[redacted]

The Artist will appear on the date of the recording except in the event that the Artist is unable to appear on the date of the recording or is unable to appear on the date of the recording, in which case the Artist will be notified by the Company representative as soon as possible.

The Artist may choose to record multiple episodes to allow for the production of the Podcast, and may elect to record multiple episodes to allow for the production of the Podcast, and may elect to record multiple episodes to allow for the production of the Podcast, and may elect to record multiple episodes to allow for the production of the Podcast.

If episodes are published before the agreed-upon schedule, it is understood that these episodes are considered to be published for the purposes of the Podcast, and that the normal schedule in effect after the date of the next episode, unless otherwise agreed to by a representative of the Company.

There will be no emergency recordings unless otherwise agreed to by the Artist. Emergencies, if any, must be approved by the Artist in writing and the Artist must provide a written explanation of the emergency to the Company representative as soon as possible. The Artist is not to be held responsible for any emergency recordings unless otherwise agreed to by the Artist.

1

3. Fee Assessment for Late or Missed Episodes

NOTE: This podcast is intended to be recorded on a regular basis and the Artist is expected to appear on the date of the recording. If the Artist fails to appear on the date of the recording, the Artist will be assessed a late fee of \$100 per hour for any late arrival and the Artist will be assessed a late fee of \$100 per hour for any late departure. The Artist will be assessed a late fee of \$100 per hour for any late arrival and the Artist will be assessed a late fee of \$100 per hour for any late departure.

Podcast Schedule	Late Fee per hour	Missed Episode Fee
[redacted]	[redacted]	[redacted]

An invoice for any late fee or missed episode fee will be sent to the Artist on the date of the recording. The Artist will be assessed a late fee of \$100 per hour for any late arrival and the Artist will be assessed a late fee of \$100 per hour for any late departure.

4. Podcast Content Liability

Artist understands that the Company shall not be responsible for the legal distribution of the content of the Podcast and that it is the responsibility of the Artist to obtain any rights and releases for the material recorded as part of the Podcast. If a rights holder, such as a trademark holder, copyright holder, or other party, claims that the content of the Podcast infringes on its rights, the Artist shall be responsible for the legal distribution of the content of the Podcast and for the payment of any damages, costs, and expenses, including but not limited to attorney's fees, arising out of or resulting from the litigation or misappropriation of the Artist's content with the recording of the Podcast described in this Agreement.

In addition, Artist agrees to indemnify the Company for any legal expenses incurred by the Company arising from any advertising regarding the content of the Podcast that is recorded by the Artist. Such expenses must be approved by the Company representative in writing and the Artist must provide a written explanation of the expenses to the Company representative as soon as possible.

5. Podcast Content Obligations

At least 30 days before the recording of the first episode of the Podcast, the Artist must provide to the Company the following information:

- A list of all IP or IP-related trademarks, logos, and other marks that the Artist plans to use in any promotional materials.
- A list of all other marks that the Artist plans to use in any promotional materials.

Company may refuse to accept the start of the podcast recording session until these materials are provided.

2

5B. Promotional Materials

As a condition of being a member of the podcast network, the Artist agrees to record certain material in audio format for the Podcast, to be referred to as "Promotional Product", as part of marketing of the Company and its associated network. Promotion of the network Product will be provided by the Company. Any recording of the Promotional Product is subject to approval by the Company representative for broadcast to the public.

5C. Length of Content

The length of each episode of the Podcast shall be no less than 30 minutes and no more than 1 hour. A recording of the Podcast shall be no less than 30 minutes and no more than 1 hour and will be edited for content if possible, to result in a final length of 1 hour or less. If it is not possible to edit the recording to 1 hour or less, the recording will be edited to 1 hour or less.

6. Cost of Services to Artist

Company agrees that no payments will be charged to the Artist for the services described in this Agreement, except for the fees described in Section 3 and any other expenses described in Section 4. The Artist will be responsible for the cost of any other expenses described in Section 4, including but not limited to attorney's fees, arising out of or resulting from the litigation or misappropriation of the Artist's content with the recording of the Podcast described in this Agreement.

7. Compensation of Artist

Artist will receive compensation to allow for the recording of the Podcast from the Company. The Company will provide a separate form to the Artist, which will be provided to the Artist on the date of the recording. The Artist will be responsible for the cost of any other expenses described in Section 4, including but not limited to attorney's fees, arising out of or resulting from the litigation or misappropriation of the Artist's content with the recording of the Podcast described in this Agreement.

8. Podcast Income and Expenses

Company shall provide the Artist with quarterly reports detailing the income received and expenses incurred by the Company that are reported to the Artist. The report will be provided to the Artist on the date of the recording. The Artist will be responsible for the cost of any other expenses described in Section 4, including but not limited to attorney's fees, arising out of or resulting from the litigation or misappropriation of the Artist's content with the recording of the Podcast described in this Agreement.

9. Podcast Statistics

Company will provide the Artist with weekly reports detailing the promotional statistics for each Podcast episode produced for the Company.

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10. Ownership of Unedited Recordings

Company will own all unedited recordings made under this Agreement, including but not limited to editing, scheduling, publishing, promoting them on other platforms, and including them in marketing campaigns for the work of other artists.

11. Ownership of Published Recordings

Artist will own the sole copyright and all other intellectual property rights in all published audio recordings produced under this Agreement. The Artist will be responsible for the legal distribution of the content of the Podcast and for the payment of any damages, costs, and expenses, including but not limited to attorney's fees, arising out of or resulting from the litigation or misappropriation of the Artist's content with the recording of the Podcast described in this Agreement.

12. Right of Refusal

Company has the final right of approval on all content to be recorded by Artist under this Agreement. Company may refuse to accept any recording made under this Agreement if the recording is deemed to be inappropriate, obscene, defamatory, or otherwise in violation of applicable law. The Artist will be responsible for the legal distribution of the content of the Podcast and for the payment of any damages, costs, and expenses, including but not limited to attorney's fees, arising out of or resulting from the litigation or misappropriation of the Artist's content with the recording of the Podcast described in this Agreement.

If any work produced by the Artist is rejected by the Company three (3) times, this work will be considered a rejected work.

13. Representations

Both Artist and Company represent that they have full capacity and authority to grant all rights and assume all obligations under this Agreement and to execute this Agreement.

14. Notice of Breach

Neither party will be deemed to be in breach of this Agreement until it has received notice of the alleged breach from the other party. The party charged with breach of the agreement will have 30 business days from the date of receiving notice to either cure the alleged breach or otherwise respond. If the counterparty fails to cure the breach or otherwise respond within the time period specified in this Agreement, the party charged with breach of the agreement will be deemed to be in breach of the agreement.

15. Termination of Agreement by Company

Company reserves the right to terminate this Agreement at any time, with or without cause, by providing written notice to the Artist. Termination of this Agreement by the Company shall be effective as of the date of the notice. The Artist will be responsible for the legal distribution of the content of the Podcast and for the payment of any damages, costs, and expenses, including but not limited to attorney's fees, arising out of or resulting from the litigation or misappropriation of the Artist's content with the recording of the Podcast described in this Agreement.

After termination of the Podcast, Company retains the right to use any content recorded under this Agreement, but the Artist will not be held responsible for any content recorded under this Agreement after the date of termination of the Podcast, unless otherwise agreed to by the Artist.

4

16. Termination of Agreement by Artist

Artist may terminate this Agreement at any time, with or without cause, by providing written notice to the Company. Termination of this Agreement by the Artist shall be effective as of the date of the notice. The Artist will be responsible for the legal distribution of the content of the Podcast and for the payment of any damages, costs, and expenses, including but not limited to attorney's fees, arising out of or resulting from the litigation or misappropriation of the Artist's content with the recording of the Podcast described in this Agreement.

17. Non-Disclosure

Artist agrees to maintain in confidence any confidential information that the Artist, its affiliates, or its representatives may be provided to the Company, and to maintain in confidence any confidential information that the Artist, its affiliates, or its representatives may be provided to the Company, and to maintain in confidence any confidential information that the Artist, its affiliates, or its representatives may be provided to the Company.

18. Notices

All notices will be in writing and will be sent to the address of the party, either at the beginning of the Agreement.

19. Governing Law

This Agreement will be governed in all respects by the law of the State of Oregon.

20. Legal Construction

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, unenforceable, or unenforceable in any respect, that provision shall nevertheless be enforceable in all other respects. This Agreement shall be construed to give it the broadest possible effect and to give it the greatest possible effect.

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21. Amendments

This Agreement may be amended by the parties only by a written agreement.

22. Attorneys' Fees

In the event of any litigation or arbitration arising out of or resulting from the litigation or misappropriation of the Artist's content with the recording of the Podcast described in this Agreement, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.

Executed on the date indicated below by each party with the intent of being legally bound.

[SIGNATURE BLOCK]

6

Content Requirement

of receipt by the Artist.

5. Podcast Content Obligations

5A. Show Materials

At least two (2) weeks before the recording of the first episode of the Podcast, the Artist must provide to the Company the following items:

- A logo in PNG or JPG format at least 600 pixels by 600 pixels at 300 DPI
- Audio containing show intro, outro, and any other recurring audio intended to be used in every published episode
- If not needed, Company representative should initial here: ____

Company may refuse to accept the start of the podcast recording schedule until these materials are provided.

5B. Promotional Materials

As a condition of being a member of the podcast network, the Artist agrees to record certain material in every episode of the Podcast, hereafter referred to as "Network Promotion", as part of advertising of the Company and its podcast network. Guidelines for the Network Promotion will be provided by the Company. Any recording of the Network Promotion is subject to approval by the Company before it can be provided for public consumption.

5C. Length of Content

The length of each episode of the Podcast shall be no less than 20 minutes and no more than 1 hour. A recording of less than 20 minutes will be rejected. A recording of more than 1 hour will be edited for content, if possible, to render a final length of 1 hour or less. If edits to the recording to bring it to 1 hour or less are not reasonably possible, the recording will be rejected.

6. Cost of Services to Artist

Company agrees that no payments will be charged to the Artist for the services described in this Agreement, except for the fees mentioned in Section 3 and legal expenses described in Section 4, and that the Company will bear all costs that the Company and its representatives incur relating to recording, editing, publishing, marketing, advertising, and any other production for the Podcast. This shall not be interpreted as covering any costs incurred by the Artist with any other agent or agency for any services related to the Podcast or any unrelated services.

Company will provide an RSS feed of the Podcast to the Artist. Artist will be responsible for submitting the feed to iTunes, Stitcher, and Google Play platforms.

7. Compensation of Artist

Artist will receive opportunities to share in revenue gained from income streams received by the Company. For

2564 words | Accessibility: Unavailable | 130%

of receipt by the Artist.

5. Podcast Content Obligations

5A. Show Materials

At least two (2) weeks before the recording of the first episode of the Podcast, the Artist must provide to the Company the following items:

- A logo in PNG or JPG format at least 600 pixels by 600 pixels at 300 DPI
- Audio containing show intro, outro, and any other recurring audio intended to be used in every published episode [NOTE: Can we change intro/outro over time?]
- If not needed, Company representative should initial here: ____

Company may refuse to accept the start of the podcast recording schedule until these materials are provided.

5B. Promotional Materials

As a condition of being a member of the podcast network, [INTERNAL NOTE: This is the first time they've mentioned "podcast network"—what does that mean for us? Let's discuss. What benefits do we get? Cross promotion, and if so, where? What happens if they try to sell the network to a third party—can we bail?] the Artist agrees to record [certain material in every episode of the Podcast, hereafter referred to as "Network Promotion", as part of advertising of the Company and its podcast network;] [NOTE: Please describe in detail. Will Network Promotions be different for every episode?] provided that any Network Promotion will be subject to Artist's prior written approval. Guidelines for the Network Promotion ~~will be provided by the Company~~ are attached hereto as Schedule B (Network Promotion Guidelines). Any recording of the Network Promotion is subject to approval by the Company, ~~not to be unreasonably withheld or delayed~~, before it can be provided for public consumption. [INTERNAL NOTE: Interesting how they're not prohibiting us from running our own ads/sponsorships, keeping all the revenue, etc. Better to remain silent.]

5C. Length of Content

The length of each episode [NOTE: Does this refer to the "raw episode" we provide, or the finished episode (which is under Company's control)?] of the Podcast shall be no less than 20 minutes and no more than 1 hour. A recording of less than 20 minutes will be rejected. A recording of more than 1 hour will be edited for content, if possible, to render a final length of 1 hour or less. If Company determines that edits to the recording to bring it to 1 hour or less are not reasonably possible, ~~the recording will be rejected~~ Company will notify Artist (email is sufficient) and the parties will cooperate to edit the recording to bring it to 1 hour. The final version of each podcast will be subject to Artist's review and approval before publication.

6. Cost of Services to Artist

Company agrees that no payments will be charged to the Artist for the services described in this Agreement, except for the fees mentioned in Section 3 and legal expenses described in Section 4, and that the Company will bear all

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Licensing/IP

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9. Podcast Statistics

Company will provide the Artist with weekly reports detailing the download statistics for each Podcast episode produced by the Company.

10. Ownership of Unedited Recordings

Company will be the sole owner and will have perpetual use and control of all unedited audio recordings produced under this Agreement. Company will be free to dispose of and treat in any way all unedited audio recordings produced under this Agreement, including but not limited to selling, advertising, distributing, permitting their use in other mediums, and including them in masters containing the work of other artists.

11. Ownership of Published Recordings

Artist will be the sole owner and will have perpetual use and control of all published audio recordings produced under this Agreement. The term "published" will be understood as the final edited version of the audio recording that the Company provides as part of the services described in this Agreement. Artist will be free to dispose of and treat in any way all published audio recordings produced under this Agreement, including but not limited to selling, advertising, distributing, permitting their use in other mediums, and including them in masters containing the work of other artists.

12. Right of Refusal

Company has final rights of approval on all material to be recorded by Artist under this Agreement. Company may for any reason refuse to publish a recording made under this Agreement. If the refusal is exercised, the Artist is still obligated to record replacement material in order to meet the schedule terms described in Section 2, except that the schedule shall be extended by seven (7) calendar days to allow time for re-recording, editing, and publishing. The fees described in Section 3 will not be accrued until after this extended date.

If any single episode of the Podcast is rejected by the Company three (3) times, this will be considered a breach of contract.

13. Representations

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AutoSave 98 AFTER -- PODCAST PRODUCTION AGR... - Saved Gabriel Meister

File Home Insert Design Layout References Mailings Review View Developer Help Contract Tools

9. Podcast Statistics

Company will provide the Artist with weekly reports detailing the download statistics for each Podcast episode produced by the Company.

10. Ownership of Unedited License to Recordings

Subject to and conditioned on Company's compliance with this Agreement, Artist grants Company a limited, non-exclusive, non-transferable, non-sublicensable, revocable license, during the Term, to (a) edit and create derivative works from the Raw Recordings (defined below) provided by Artist to Company hereunder, solely for purposes of creating the Published Recordings (defined below); and (b) distribute, transmit, perform, and display the Published Recordings solely through Company's [PODCAST NETWORK NAME] network. All Published Recordings will be subject to Artist's prior review and written approval, including any advertisements incorporated into Published Recordings. ~~Recordings will be the sole owner and will have perpetual use and control of all unedited audio recordings produced under this Agreement. Company will be free to dispose of and treat in any way all unedited audio recordings produced under this Agreement, including but not limited to selling, advertising, distributing, permitting their use in other mediums, and including them in masters containing the work of other artists.~~

11. Ownership of Published Recordings

Artist will be the sole owner of, and will have perpetual use and control of, (a) all unedited audio recordings produced under this Agreement (the "Raw Recordings"), (b) all published audio recordings produced under this Agreement ("Published Recordings"), and (c) all other materials provided by or on behalf of Artist in connection with this Agreement (collectively, "Artist Materials"). The term "published" will be understood as the final edited version of the audio recording that the Company provides as part of the services described in this Agreement. Artist will be free to dispose of and treat in any way all ~~published audio recordings produced under this Agreement~~ Artist Materials, including but not limited to selling, advertising, distributing, permitting their use in other mediums, and including them in masters containing the work of other artists. All rights in Artist Materials that are not granted by Artist herein are reserved to Artist.

12. Right of Refusal

Company has final rights of approval on all material to be recorded by Artist under this Agreement. Company may for any reason refuse to publish a recording made under this Agreement. If the refusal is exercised, the Artist is still obligated to record replacement material in order to meet the schedule terms described in Section 2, except that the schedule shall be extended by seven (7)

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Liability/Indemnification

by the Artist. These fees can only be waived by a written exception by the Company or an emergency exception as described in Section 2 of this document for the late or missed episodes.

4. Podcast Content Liability

Artist understands that the Company bears no responsibility for the legal disposition of the content of the Podcast and that it is the responsibility of the Artist to obtain any rights and releases for the material recorded as part of the Podcast, if it is legally necessary. Artist agrees to hold harmless and indemnify Company and its officers, directors, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the negligence or misconduct of Artist in connection with the recording of the Podcast described in this Agreement.

In addition, Artist agrees to reimburse the Company for any legal expenses incurred by the Company arising from legal actions regarding the content of the Podcast that is recorded by the Artist. Such expenses must be itemized by the Company and presented to the Artist as an invoice, payable within thirty (30) calendar days from the date of receipt by the Artist.

5. Podcast Content Obligations

5A. Show Materials

At least two (2) weeks before the recording of the first episode of the Podcast, the Artist must provide to the Company the following items:

- A logo in PNG or JPG format at least 600 pixels by 600 pixels at 300 DPI
- Audio containing show intro, outro, and any other recurring audio intended to be used in every published episode
- If not needed, Company representative should initial here: _____

Company may refuse to accept the start of the podcast recording schedule until these materials are provided.

5B. Promotional Materials

As a condition of being a member of the podcast network, the Artist agrees to record certain material in every episode of the Podcast, hereafter referred to as "Network Promotion", as part of advertising of the Company and its podcast network. Guidelines for the Network Promotion will be provided by the Company. Any recording of the Network Promotion is subject to approval by the Company before it can be provided for public consumption.

5C. Length of Content

3 of 2564 words Accessibility: Unavailable Focus 140%

These fees can only be waived by a written exception by the Company or an emergency exception as described in Section 2 of this document for the late or missed episodes.

4. Podcast Content Liability

Artist understands that ~~Artist the Company~~ bears ~~no~~ responsibility for the ~~legal disposition of the~~ content of the Podcast ~~recordings as provided to Company hereunder~~, and that it is the responsibility of the Artist to obtain any rights and releases for the material recorded as part of the Podcast, if it is legally necessary. **[INTERNAL NOTE: We need to discuss releases, permissions, etc. Are we using pre-recorded music in the intro, etc.? If so, do we need a license or are we creating it in-house? Also, need to make sure releases cover IP, risk allocation, etc. Let's discuss—and worth asking whether Company can provide pre-cleared music for us (they might have something they use for other podcasts in the network, although that could limit our flexibility in the future...)]** Artist agrees to hold harmless and indemnify Company and its officers, directors, agents and employees from and against ~~third-party~~ claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the negligence or ~~willful~~ misconduct of Artist in connection with the ~~content of recording of the~~ Podcast described in this Agreement as provided to ~~Company hereunder~~. **[INTERNAL NOTE: (1) Indemnity is pretty general, which could be good for us—although if Company is cutting the podcasts for publication, we can't take on the risk unless we have approval rights. (2) Note that there's NO indemnity by Company, even though they're purporting to have the broadest possible rights w/r/t our original recordings (?). To consider for Company's indemnity: ads, including Network Promotion; claims arising re: the network; Company's own negligence or (willful) misconduct; IP infringement (although they're likely to flip this back on us if they're paying attention).]**

~~In addition~~, Artist agrees to reimburse the Company for ~~any those~~ reasonable attorneys' fees described in the foregoing paragraph, provided that such ~~legal expenses incurred by the Company arising from legal actions regarding the content of the Podcast that is recorded by the Artist. Such expenses must be itemized by the Company and presented to the Artist as an invoice, payable within thirty (30) calendar days from the date of receipt by the Artist.~~ **[INTERNAL NOTE: This reads like a supplemental additional indemnification obligation-confusing. We have no idea what "legal expenses" they'd incur, or what a "legal action regarding the content of the Podcast" means. E.g., if the legal action is around ads they insert, do we have to cover their legal expenses? Or what if they settle a claim—do we have to pay it even if we weren't consulted?]**

[INTERNAL NOTE: Need to add indemnification procedure language.]

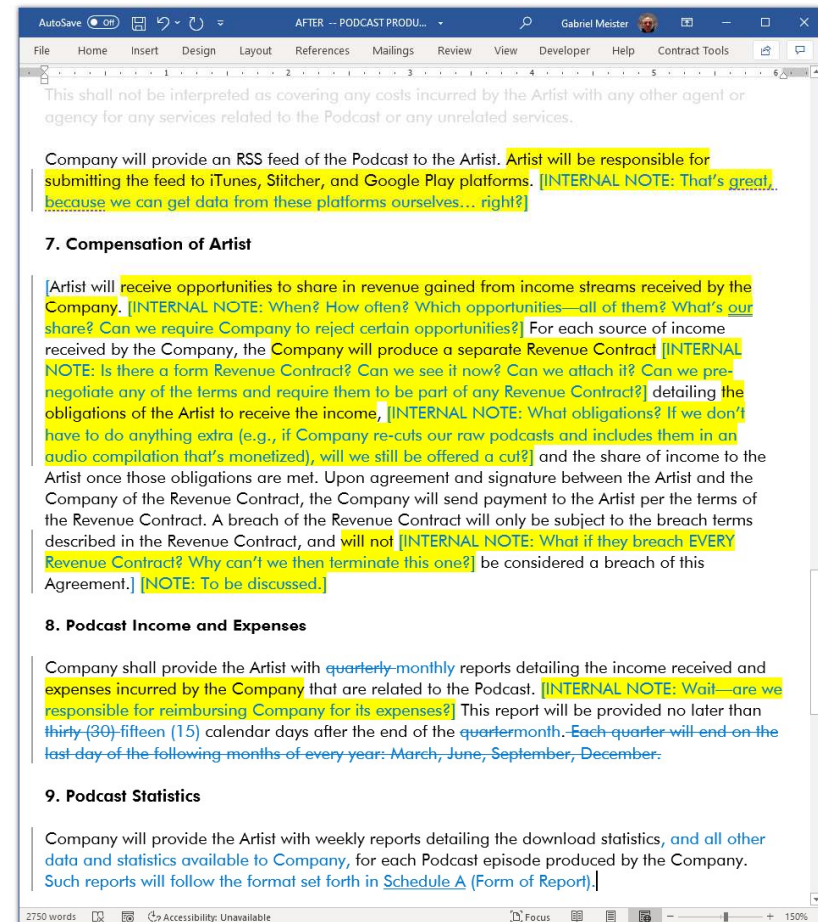
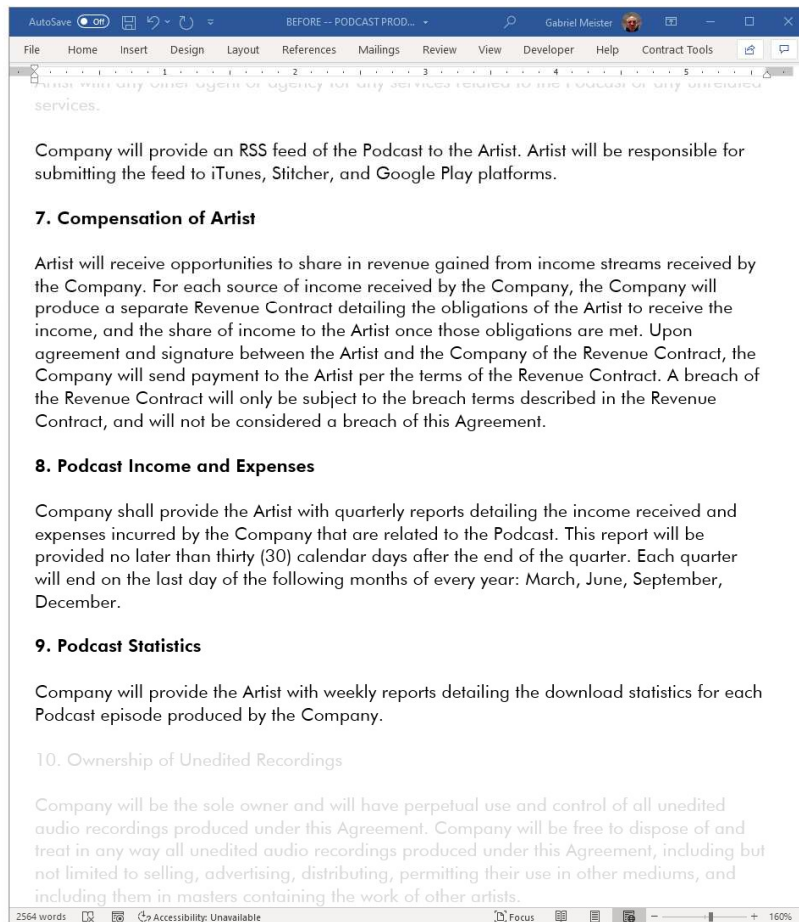
5. Podcast Content Obligations

5A. Show Materials

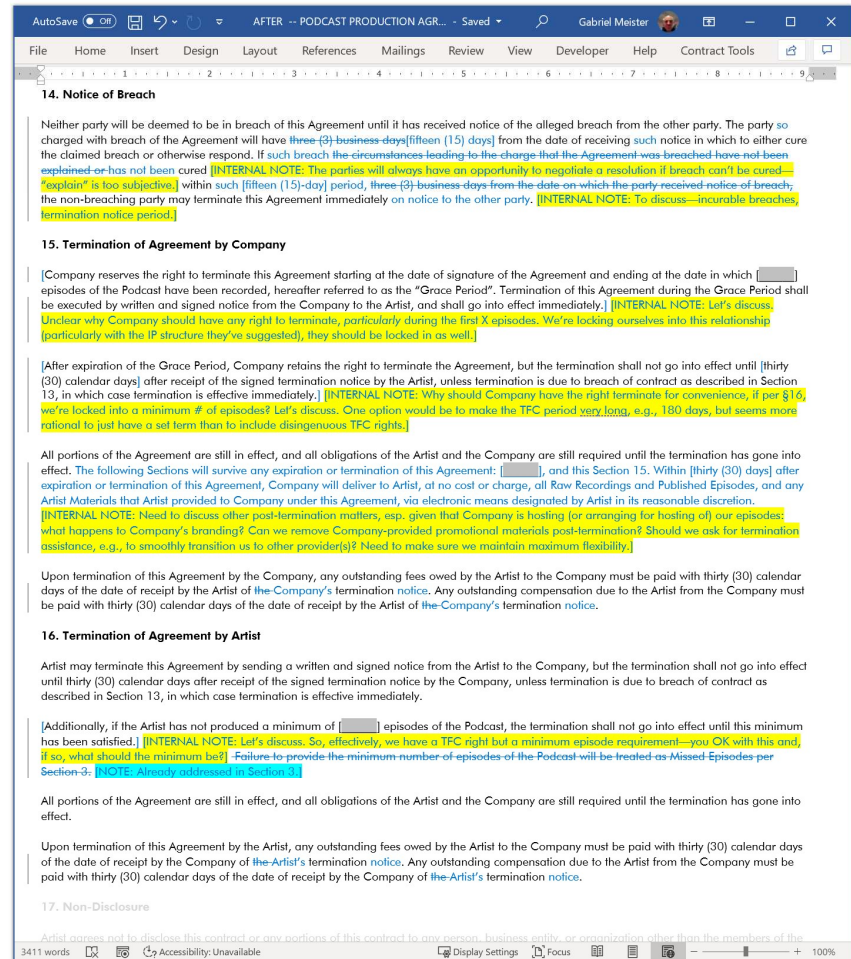
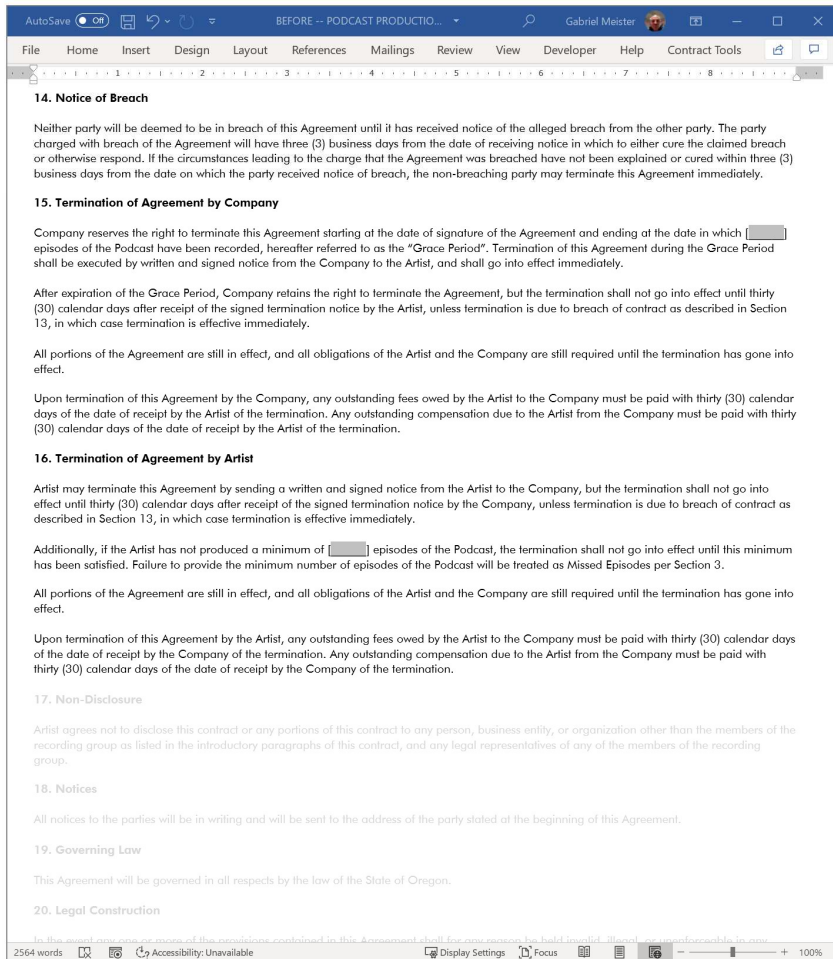
At least two (2) weeks before the recording of the first episode of the Podcast, the Artist must provide to the Company the following items:

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Revenue



Termination



Thank you!

The Law Office of Gabe Meister

<https://gabemeisterlaw.com>

gabe@gabemeisterlaw.com

(917) 364-0446

Webinar: <http://bit.ly/PodcastAgrWebinar>

