

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into on _____[date], by and between _____[name of employer], a _____[state type of business entity of employer, such as: California corporation] (referred to in this Agreement as the "Company"), whose address is _____[address of company], and _____[name of employee] (referred to in this Agreement as "Employee"), whose address is _____[address of employee].

Recitals

A. The Company is engaged in the business of _____[describe generally employer's business]; and

B. The Company wishes to engage the unique artistic and creative talents and services of Employee as a radio personality on _____[insert call letters of radio station] (referred to in this Agreement as the "Station") and Employee wishes to work for the Company as a radio personality on the Station;

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement, the Company and Employee agree as follows:

1. Term of Employment.

a. Initial Term. The Company shall employ Employee and Employee accepts such employment upon the terms and conditions as set forth in this Agreement from _____[insert specific date employment is to commence, or, if applicable: the date as set forth above in this Agreement] to and including _____[date], ("Initial Term") subject to early termination pursuant to the provisions of paragraph 6 of this Agreement and subject to the renewal provisions of paragraph 1.b. of this Agreement.

b. Renewal. The Company has the exclusive option to renew this Agreement for _____[describe renewal terms, such as: two (2) successive 12-month periods] after the expiration of the Initial Term by providing written notice of the exercise of the option to Employee not less than _____ days prior to the expiration of the Initial Term, _____[specify and refer to renewal terms that may also be renewed under this provision]. If the Agreement is not renewed as provided in this paragraph 1.b. or if, for any reason, the Company does not notify Employee in writing of its decision regarding renewal within the time period specified in this paragraph, the Agreement will terminate by its own terms as set forth in this Agreement and the Company will have no further obligation to pay Employee any compensation or any other amounts, except for any unused accrued vacation and earned incentive compensation as defined in this Agreement, or as otherwise required by law.

2. Employment Duties. By this Agreement the Company employs Employee to:

a. Perform as a radio personality during the term of this Agreement on _____ [specify days employee is to perform] between the hours of _____ and _____ local California time;

b. Provide not less than _____[number] additional _____[hour or hours] of production and related services during each day designated in paragraph 2.a. above; and

c. Make such reasonable public appearances and perform such other duties normally associated with a radio personality as the Company may from time to time require.

3. Performance Standards. In performing _____[his or her] obligations under this Agreement, Employee undertakes to comply with the Company's written policies in effect now and as they may be, from time to time, modified within the Company's sole discretion, and shall use _____[his or her] best efforts at all times during the term of this Agreement to comply with regulations of the Federal Communications Commission (FCC) concerning on-air performance and to conduct Employee's performance so as to not be involved in obscene or indecent programming as judged by the contemporary standards of the _____ [specify city in which contract is to be performed], California community.

4. Compensation.

a. Initial Term. During the Initial Term of this Agreement, the Company will compensate Employee as follows:

(1) Salary. The Company will pay to Employee a base salary at an annual rate of _____ Dollars (\$_____), which shall be earned monthly and shall be payable monthly in no fewer than 12 equal monthly installments during the Initial Term of this Agreement. The Company shall deduct from the payments all taxes required by federal and state laws and any other authorized deductions.

(2) Incentive Pay. During the Initial Term, in addition to the salary described in paragraph 4.a.(1) above, Employee shall be eligible to receive incentive compensation of up to _____ Dollars (\$_____) as follows: _____ [describe how incentive pay may be earned, such as by achieving a specified percentage of certain Arbitron ratings].

b. First Renewal Term. If the Company exercises its exclusive option to extend the term of this Agreement pursuant to paragraph 1.b. of this Agreement, it will compensate Employee during the First Renewal Term as follows:

(1) Salary. During the First Renewal Term, the Company will pay to Employee a base salary at an annual rate of _____ Dollars (\$_____), which shall be earned monthly and shall be payable in no fewer than 12 equal monthly installments during the First Renewal Term of this Agreement. The Company shall deduct from the payments all taxes required by federal and state laws and any other authorized deductions.

(2) Incentive Pay. During the First Renewal Term, in addition to the salary described in paragraph 4.b.(1) above, Employee shall be eligible to receive incentive compensation of up to _____ Dollars (\$_____) as follows: _____ [describe how incentive pay may be earned during the First Renewal Term].

_____ [If applicable, insert appropriate salary and incentive pay provisions as under the "First Renewal Term" above for a "Second Renewal Term" and any and all other successive renewal terms as specified in paragraph 1.b. of the Agreement.]

5. Other Compensation and Benefits.

a. Welfare Benefit Plans. As Employee becomes eligible, Employee may participate in and shall receive benefits under welfare benefit plans, policies, and programs, including medical, dental, disability, and life insurance plans and programs made available by the Company to other employees at the Station.

b. Vacation. As Employee becomes eligible, Employee shall be entitled to _____ days of vacation per year with full pay. Employee's vacation shall be taken in accordance with and shall be subject to the terms of the plans and policies in effect generally as to other employees of the Company at the Station.

c. Expenses. The Company shall reimburse Employee for all reasonable business-related expenses incurred by Employee in connection with _____ [his or her] employment with the Company in accordance with the policies, practices, and procedures in effect generally with respect to other employees of the Company at the Station.

d. Changes by Company. The Company reserves the right to modify, suspend, or discontinue any and all of the above-mentioned plans, practices, policies, and programs at any time as long as such action is taken generally with respect to other similarly situated employees of the Company at the Station.

6. Termination of Employment.

a. By Death.

(1) Employee's employment with the Company shall terminate automatically upon Employee's death.

(2) The Company's obligations under this Agreement in such event shall be limited to (a) the prorated payment of Employee's salary through the date of death to the extent not yet paid; (b) the payment of any incentive compensation earned in accordance with this Agreement through the date of Employee's death to the extent not yet paid; (c) the payment of accrued and unused vacation through the date of Employee's death; and (d) the payment of any unpaid reimbursable business expenses incurred and documented by Employee in accordance with this Agreement. The Company shall make the payments to Employee's estate or beneficiary, as applicable. As of the date of Employee's death, the Company's obligations under this Agreement shall terminate and the Company will have no further obligation to pay Employee or _____ [his or her] estate or beneficiaries any compensation or other amounts, except as required by law.

b. By Disability.

(1) The Company may terminate Employee's employment with the Company during any period in which Employee is considered by the Company to be disabled. Employee shall be considered "disabled" if, in the sole opinion of the Company, as determined in good faith, Employee is prevented, after reasonable accommodation by the Company, from properly performing _____ [his or her] duties due to a mental or physical illness for a period of _____ days in the aggregate in any 12-month period.

(2) In the event of such termination, the Company's obligations under this Agreement shall be limited to (a) the prorated payment of Employee's salary through the date of termination to the extent not yet paid; (b) the payment of any incentive compensation earned in accordance with this Agreement through the date of termination to the extent not yet paid; (c) the payment of accrued and unused vacation through the date of termination; and (d) the payment of any unpaid reimbursable business expenses incurred and documented by Employee in accordance with this Agreement. The Company shall make the payments to Employee or Employee's legal representative, as applicable. As of the date of termination, the Company's obligations under this Agreement shall terminate and the Company will have no further obligation to pay Employee any compensation or other amounts, except as required by law.

c. By the Company for Cause.

(1) Notwithstanding any other provision contained in this Agreement, the Company may terminate this Agreement at any time for cause. For purposes of this Agreement, "cause" shall be deemed to include:

(a) Employee's material breach of any term of this Agreement or material failure to comply with any written policy of the Company, provided that the Company shall give Employee written notice of the breach and, unless the breach by its nature cannot be cured, Employee shall have _____ days in which to cure the breach;

(b) The commission of any material act of dishonesty, fraud, misrepresentation, or other act of moral turpitude;

(c) The conviction of a felony; and

(d) The material violation of any rule or regulation of the FCC.

(2) In the event of such termination, the Company's obligations under this Agreement shall be limited to (a) the prorated payment of Employee's salary through the date of termination to the extent not yet paid; (b) the payment of any incentive compensation earned in accordance with this Agreement through the date of termination to the extent not yet paid; (c) the payment of accrued and unused vacation through the date of termination; and (d) the payment of any unpaid reimbursable business expenses incurred and documented by Employee in accordance with Company policies or practices. As of the date of termination, the Company's obligations under this Agreement shall terminate and the Company will have no further obligation to pay Employee any compensation or other amounts, except as required by law.

d. By Employee.

(1) Employee may terminate this Agreement for any material breach of the provisions of this Agreement committed by the Company, provided that Employee shall have first given the Company written notice of the breach and the Company shall not have cured the breach within _____ days. This notice requirement shall not apply if the material breach is the Company's failure to timely pay the _____ [specify salary pay periods such as: monthly] installments of salary as provided for in paragraph 4 of this Agreement.

(2) In the event of such termination, the Company's obligations under this Agreement shall be limited to (a) the prorated payment of Employee's salary through the date of termination to the extent not yet paid; (b) the payment of any incentive compensation earned in accordance with this Agreement through the date of termination to the extent not yet paid; (c) the payment of accrued and unused vacation through the date of termination; and (d) the payment of any unpaid reimbursable business expenses incurred and documented by Employee in accordance with Company policies and practices. As of the date of termination, the Company's obligations under this Agreement shall terminate and the Company will have no further obligation to pay Employee any compensation or other amounts, except as required by law.

7. FCC Compliance. Employee acknowledges that, unless disclosed prior to broadcast, it is a federal offense to receive or agree to receive any money, service, or other consideration for the broadcast of any plug, reference, product identification, or other matter as part of any program. Employee agrees to disclose all offers of consideration for such broadcasts to the Company as soon as received and not to permit the appearance of any person or the broadcast of any such matter in any program, unless (a) the prior written approval of the Company for such appearance or inclusion has been obtained; and (b) there shall be adequate disclosure made in the credits of the program. Employee further agrees to take such steps that the Company may deem appropriate, in its sole discretion, to ensure adherence to the requirements set forth in this paragraph 7. Employee warrants that _____ [he or she] has not and will not accept any such consideration or agree to do so in contravention of the requirements of sections 317 and 508 of the Federal Communications Act ([47 U.S.C.A. § § 317, 508](#)). Employee further warrants that _____ [he or she] is familiar with current FCC rules and regulations concerning on-air broadcasts, and that _____ [he or she] will comply with all such regulations in all material respects. Any breach of such warranties shall give the Company the right to terminate this Agreement immediately.

8. Exclusive Services; Nonsolicitation.

a. The services of Employee provided under this Agreement shall be exclusive such that during the term of this Agreement and any renewal or extension of this Agreement Employee shall not perform as a radio personality on or for any station other than the Station. However, Employee shall retain the right to do commercials and voice-overs on radio stations other than the Station provided such activity does not interfere with _____ [his or her] ability to provide services to the Company pursuant to paragraph 2 of this Agreement.

b. During the term of this Agreement and any renewal or extension of this Agreement, Employee shall not perform as a television personality on or for any television station located within a radius of _____ [number] miles of _____ [specify city in which Station is located], California, without the express written agreement of the Company.

c. The staff relationships developed and maintained by the Station being a valuable proprietary interest of the Company, Employee shall not during the term of this Agreement or for one (1) year thereafter solicit any key employee of the Company that was ever employed concurrently with Employee to terminate his or her employment with the Company or otherwise interfere with the employment relationships between the Company and any such key employee. For the purpose of this Agreement, "key employee" means _____ [define key employee, for example: any employee that works for the Company as a radio personality or general station manager].

d. Because of the significant promotional sums expended by the Company in promoting Employee as an on-air personality, if this Agreement is terminated by Employee and the Company was not, at the time of termination by Employee, in material breach of the terms of this Agreement, Employee shall not use the name _____ [on-air name used by Employee] on or for any radio or television station licensed to a community in the counties of _____ [specify county in which Station is located and other counties in which Station broadcasts] and located within a radius of _____ [number] miles of _____ [specify city in which Station is located], California during the 12-month period immediately following such termination of this Agreement. Employee agrees that the stations

included in the area described above are or have the capability of being competitive with the Company's stations.

e. If during any renewal term of this Agreement Employee receives an offer from a third party to perform as a radio personality in any market more than _____[*number*] miles from the _____[*specify city in which Station is located*], California metro market, Employee shall grant the Company the right of first refusal to match any such offer prior to Employee's acceptance of the offer. To facilitate the operation of this right of first refusal, promptly after receipt of such offer, Employee shall submit to the Company a copy of the offer or a written description of the offer, and the Company shall have _____ business days from receipt thereof to decide whether to exercise its right to match the offer.

9. Use of Name and Likeness. During the period that this Agreement remains in force, Employee grants to the Company the right to make use of _____[*his or her*] voice, pictures, photographs, and other likenesses, but only for the purposes of the Station's programming and for the purposes of advertising and publicizing the Company. In any such advertising or publicity controlled by the Company, Employee shall not be directly or indirectly represented or announced as endorsing, using, or consuming any product or commodity without Employee's express written consent. In the event Employee, during the term of _____[*his or her*] employment with Company, has recorded commercials for advertisers, the Company and the advertiser may continue to use the commercial without charge.

10. Rights in Material.

a. Except as provided in paragraph 10.b. below, Employee shall have all rights in and to _____[*his or her*] performances, characterizations, dialogue, improvisations and ad-libs, writings, notes, plots, ideas, themes, suggestions, stories, or parts thereof, jokes, directions, and literary, artistic, or musical materials, or any other results or creations originated or prepared, interpolated, or devised by Employee during the term of this Agreement and any renewal or extension of this Agreement.

b. Employee and the Company shall share equally in the residual rights to profits or royalties resulting from any ancillary use during the term of this Agreement and renewals and extensions of this Agreement of material created by Employee for broadcast by the Company during the term of this Agreement and any renewal or extension of this Agreement, if and only if such material is first broadcast or published by the Company during such term, renewal, or extension. Nothing contained in this Agreement allows the Company to make use of any of this material after this Agreement is no longer in force without the express written consent of Employee. The termination of this Agreement shall not affect the rights to profits or royalties that have already accrued to the parties pursuant to this paragraph. Notwithstanding the above, this paragraph shall not apply to any syndication or reruns of Employee's broadcasts as set out in paragraph 11 below.

11. Broadcast Rights. Employee grants to the Company the right to broadcast _____[*his or her*] radio performances during the term of this Agreement. However, any syndication or rerun broadcasts of such radio performances by the Company require the express written consent of Employee.

12. Arbitration.

a. All claims, disputes, controversies, or disagreements of any kind whatsoever ("claims"), including any claims arising out of or in connection with Employee's employment or the termination of Employee's employment, that may arise between Employee and the Company, including any claims that may arise between Employee and the Company's officers, directors, employees, or agents in their capacity as such, shall be submitted to final and binding arbitration before _____[*name of the organization to be used for the arbitration, such as: the American Arbitration Association or Judicial Arbitration and Mediation Services/Endispute*] in _____[*city in which arbitration is to be conducted, such as city in which corporate headquarters is located, or location of regional office where employee will be working*], California in accordance with the rules and procedures of _____[*name of the organization to be used for the arbitration, such as: the American Arbitration Association or Judicial Arbitration and Mediation Services/Endispute*] then existing.

b. Claims covered by this arbitration provision include, but are not limited to the following: (1) alleged violations of federal, state, or local constitutions, statutes, regulations, or ordinances, including, but not limited to antidiscrimination and harassment laws; (2) allegations of a breach of a contractual obligation; and (3) alleged violations of public policy.

c. The following are expressly excluded from this arbitration provision and are not covered by this Agreement: (1) claims related to workers' compensation or unemployment insurance; (2) administrative claims filed with government agencies such as the Equal Employment Opportunity Commission (EEOC), Department of Fair Employment and Housing (DFEH), or the National Labor Relations Board (NLRB); and (3) claims that are expressly excluded by statute _____[*add, if applicable: or are expressly required to be arbitrated under a different procedure required by the Company's employee benefit plan*].

d. In consideration for and as a material condition of Employee's employment with the Company, Employee agrees that final and binding arbitration is the exclusive means for resolving the claims outlined in this Agreement. This Agreement is a waiver of all rights Employee may have to a civil court action on any dispute outlined by this

Agreement. Accordingly, only an arbitrator, not a judge or jury, will decide the dispute, although the arbitrator has the authority to award any type of relief that could otherwise be awarded by a judge or jury.

e. The fees and costs of the arbitration shall be _____ *[set forth terms pertaining to how the parties will share in cost of arbitration, for example: borne equally by Employee and the Company, except that Employee and the Company shall each pay for his or her or its own attorney fees or costs of representation for purposes of the arbitration unless otherwise provided by law]*.

13. Assignment. This Agreement is personal to Employee and shall not be assigned by Employee. The Company may assign this Agreement provided that no such assignment shall relieve the Company of its obligations under this Agreement. Except as to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and assigns, including, in the case of Employee, _____ *[his or her] heirs, executors, and administrators.*

14. Waiver. No delay or omission by the Company or Employee in exercising any right under this Agreement shall operate as a waiver of that or any other right. No waiver of any provision of this Agreement, or consent to any departure by either party from any provision of this Agreement, shall be effective in any event unless it is in writing, designated a waiver, and signed by the party waiving the breach. Such a waiver shall be effective only in the specific instance and for the purpose for which it is given.

15. Severability. The provisions of this Agreement are divisible; if any provision shall be deemed invalid or unenforceable, that provision shall be deemed limited to the extent necessary to render it valid and enforceable and the remaining provisions of this Agreement shall continue in full force and effect without being impaired or invalidated in any way.

16. Amendment. This Agreement may not be altered or amended except in a writing signed by both Employee and the Company, following approval of _____ *[for example: the Company's Board of Directors]*.

17. Construction and Governing Law. The captions used in connection with this Agreement are for reference purposes only and shall not be construed as part of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

18. Entire Agreement. This Agreement supersedes all prior agreements, understandings, and communications between Employee and the Company, whether written or oral, express or implied, relating to the subject matter of this Agreement and is intended as a complete and final expression of the terms of the agreement between Employee and the Company and shall not be changed or subject to change orally. The parties further agree and acknowledge that neither they nor anyone acting on their behalf made any inducements, agreements, promises, or representations other than those set forth in this Agreement.

19. Notices. All notices and communications provided for in this Agreement shall be in writing and shall be delivered personally or sent by registered, certified, or express mail, return receipt requested, postage prepaid, or sent by facsimile or prepaid courier service to the parties at the addresses set forth in the introductory paragraph of this Agreement. Either party may change the address to which notices shall be sent by written notice as provided in this paragraph. Such notices and communications shall be deemed received as follows:

- a. In the case of personal delivery, the day of actual receipt;
- b. In the case of express mail or delivery by courier service, the day designated for delivery;
- c. In the case of registered or certified mail, five (5) days after deposit in the U.S. mail; and
- d. In the case of facsimile, the date upon which the transmitting party received confirmation of receipt by facsimile, telephone, or otherwise.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the date first set forth above.

[Name of employer]

By: _____

[Signature and title]

[Signature of employee]