

On air personality--Radio station employment agreement

THIS AGREEMENT is made and entered into this _____ day _____[date], by and between _____ BROADCASTING SYSTEM, INC., a New York Corporation, with its principal place of business at _____[address], _____[city], New York (hereinafter referred to as "Employer") and _____ (hereinafter referred to as "Employee").

In consideration of the mutual promises and covenants hereinafter set forth and other good and valuable consideration, it is mutually agreed:

On Air Personality

1. That, as of the date of the signing of this agreement, Employer shall employ Employee and Employee shall accept employment with Employer in the following capacity:

2. At the commencement of this agreement, the Employee shall perform _____[his or her] duties at the office of Employer located at _____[address], _____[city], New York. However, at any time deemed necessary or advisable by the Employer for business purposes, the Employee shall work at such other place or places as may be determined by the Employer.

3. That, as of the date of the signing of this Employment Agreement, Employee shall devote all of _____[his or her] time and attention and give _____[his or her] best efforts and skills exclusively to the business interest of Employer and the responsibilities of the position referred to in Paragraph 1 above, and to such other duties as shall be assigned to _____[him or her] by Employer. Employee's activities and efforts in the field of entertainment and advertising, if such were part of _____[his or her] duties as well as in any other capacity, shall be for the exclusive benefit of Employer and performed in a good and workmanlike manner. Employee agrees that subsequent to the signing of this Agreement, _____[he or she] will not perform services directly or indirectly or authorize or permit the use of _____[his or her] name in connection with any other radio or television broadcasting business or company in the New York Metropolitan area, where to do so will or may conflict or interfere with the full and faithful performance of _____[his or her] duties to Employer. It is expressly understood by the parties that Employee may not perform any "moonlighting" or part-time employment with any other radio broadcasting business or company in the New York Metropolitan area during the term of this Agreement. Employee shall, in good faith, fully comply with all reasonable rules, regulations, and policies of the Employer.

4. That effective as of the date of the signing of this Agreement, Employee shall receive as compensation for the faithful and competent performance of _____[his or her] duties the following amounts: \$ _____.

The Employee shall receive and be entitled to such benefits, including vacation and sick leave, as Employer may offer and as said benefits may be amended or supplemental form time to time.

5. In case of termination of this Agreement by Employer for good cause, which shall include, but not limited to termination resulting from (A) expiration of the term of this Agreement without renewal, (B) death of the Employee, (C) Employee misconduct, or (D) Employee disability which prevents Employee from performing _____[his or her] duties hereunder for four consecutive weeks or for a total of eight weeks in any one-year period, Employee, shall be entitled to salary and other benefits accrued at the date of the termination, and no more. Misconduct by Employee permitting termination hereunder shall include the following:

A. Failure to comply with any of the terms and conditions of this Agreement; failure to comply with any reasonable requests of Employer related to assigned duties, failure to follow any operating policies of Employer, failure to follow any personnel policies of Employer as outlined in the Employer's Policy Manual and the Handbook for employees provided by Employer, failure to comply with any regulation, guideline, or policy of the FCC or other governmental agency with jurisdiction over the Employer or otherwise to act in the best interest of the Employer;

B. Conviction of any criminal offense, other than a traffic violation or minor misdemeanor resulting in incarceration for less than 48 hours;

C. Public conduct which is offensive to the standards of decency and morality in the community where the

Employer is located or which tends to bring the Employer into public scandal or ridicule and which conduct may injure the business of the Employer or reflect unfavorably on the reputation of the Employer;

D. Any act of dishonesty;

E. Use of illegal drugs or habitual use of alcohol.

In case of termination by Employer without good cause, or in the case of termination as a result of Employee disability, other than as set forth above, Employee shall be entitled to continuation of guaranteed monthly salary for one month.

6. During the term of this Agreement and for one year after the expiration of this Agreement by its terms, or for a period of one year after the earlier termination hereof by either party for any reason (whichever period expires earlier), Employee agrees not to compete directly or indirectly with Employer as an employee, officer or director, of as a consultant to or as an investor in, any broadcast or cable station serving any market in which Employer owns and operates a radio facility at such time of termination.

Employee further agrees that during the term of this Agreement and for six months after the expiration of this Agreement by its terms, or for a period of six months after the earlier termination hereof by either party for any reason (whichever period expires earlier), Employee will not:

A. In any manner induce any employee, agent, representative, customer, former customer, or any other person or concern dealing with or in some way associated with the Employer to terminate such association with the Employer; or

B. Do anything directly or indirectly to interfere in any fashion with such relation between the Employer and any such person or concern.

Employee further agrees that, at any time prior to the termination of the Agreement under this paragraph, _____[he or she] will not solicit, negotiate, respond to, or otherwise engage in discussions related to offers of future employment until a time after the expiration of Employee's contractual obligations hereunder. Although Employee may engage in discussions with third parties regarding future employment during the last 30 days before the end of the agreement, _____[he or she] may not enter into any agreement, letter of intent, or other contractual commitment or understanding prior to the termination of this agreement. Any third party arrangement by Employer shall, in all events, be subject to Employer's right of first refusal set forth in Paragraph 7 below.

7. If during the 30 days after the expiration of this Agreement, Employee shall have any bonafide offer for Employee's services from any other broadcast or cable station to commence after the term hereof, on any specified compensation arrangement for a specified period, and if Employee shall be ready, willing, and able to accept such offer, then Employee shall give Employer prompt written notice thereof and of the said proposed compensation arrangement and term of employment. Employer shall thereupon have the right of first refusal to continue Employee's services with Employer as herein provided after the term hereof upon the said compensation arrangement and term of employment offered by the other station. Employer shall exercise such right of first refusal by giving Employee written notice that it is doing so no later than 96 hours (excluding any intervening Saturday, Sunday, or holiday) after receipt by Employer of Employee's said notice. Employee shall in no event contract for Employee's services with any other station on the basis of the aforementioned compensation arrangement and term of employment without first extending to Employer the right of first refusal, as set forth in the preceding sentence, to acquire Employee's services on the basis of the said compensation arrangement and term of employment.

8. Employee acknowledges that money damages from the breach of the noncompetitive agreement would be difficult, if not impossible, to calculate and that the most appropriate relief in the event of _____[his or her] breach would be injunctive relief. In the event of a breach by Employee or any of the provisions contained in Paragraph 6, Employer will be entitled to an injunction restraining Employee from engaging in the broadcasting business in the New York Metropolitan area, for _____[himself or herself or any person], firm or corporation, association or other entity. Nothing contained herein shall be deemed as prohibiting Employer, for such breach, from instituting or prosecuting any other proceeding in any court of competent jurisdiction, in either law or equity, to obtain damages for any breach of this Agreement, or to enjoin Employee from performing services in _____[his or her] own behalf or any such other person, firm or corporation, all upon the terms set forth in Paragraph 6 of this Agreement. All remedies given to Employer by this Agreement shall be construed as cumulative

remedies and shall not be alternative or exclusive remedies. In the event of breach or threatened breach by Employee of the noncompetitive agreement, Employee agrees to pay to Employer all costs and expenses, including reasonable attorney's fees, as may be expended by Employer relative to said breach or threatened breach.

9. Any notice required to be given pursuant to the provisions of this agreement shall be in writing and by Certified Mail, Return Receipt Requested, and mailed to the parties at the following address:

EMPLOYER: _____ BROADCASTING SYSTEM, INC.

_____ [address]

_____ [city], New York

EMPLOYEE: _____

_____ or such other addresses as the parties may give notice in writing.

10. This contract is not assignable or transferable by Employee.

11. This contract is transferable or assignable by Employer and shall be binding upon and inure to the benefit of Employer's successors, assigns, or representatives.

12. This agreement embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. All previous communications and negotiations between the parties, either verbal or written, not herein contained are hereby withdrawn and annulled. This Agreement cannot be modified except by written agreement executed by all the parties. No oral or written communication between the parties during the duration of this Agreement shall be deemed a part of this Agreement unless it is attached as a binder to this Agreement and signed by the parties.

13. If any of the provisions of this Agreement shall contravene or be invalid under the laws of the State of New York such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as not containing the particular provision or provisions held to be invalid and the rights and obligations of the parties shall be construed and enforced accordingly.

14. This Agreement shall be governed by the laws of the State of New York both as to interpretation and performance.

15. This contract is for a term from _____ [date], through _____ [date]. Employer may terminate this Agreement at any time by giving no less than 30 days advance notice in writing to the Employee. This Employment Agreement shall automatically renew for an additional _____-year term unless such written notice of termination is given. Such termination shall not prejudice any remedy which the Employer may have either at law, in equity, or under this Agreement.

16. If it becomes necessary for the Employer to bring any action at law or in equity to enforce or interpret the terms of this Agreement, the Employer shall be entitled to reasonable attorney's fees, costs, in addition to any other relief to which _____ [he or she] may be entitled.

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of _____ [date].

Signed, sealed and delivered _____ BROADCASTING SYSTEM, INC. in the presence of _____ [address], _____ [city], New York

By: _____