

APPLICANT NAME _____

DATE: _____

APPLICANT: IN ACCORDANCE WITH THE “HYPOTHETICAL,” PLEASE COMPLETE PROVISIONS 3-6 OF THE “BROADCAST AGREEMENT” SET FORTH BELOW. THE REMAINING PROVISIONS OF THE AGREEMENT REFLECT EXEMPLAR APPLICANT ANSWERS AND ARE DESIGNED TO PROVIDE YOU WITH GUIDANCE. IN COMPLETING PROVISIONS 3-6, YOU ARE ENCOURAGED TO READ THE ACCOMPANYING TEXT — ENTITLED “MEDIA RIGHTS AGREEMENTS” — POSTED ON THE ACADEMY WEBSITE.

GREAT LAKES SPORTS & ENTERTAINMENT LAW ACADEMY - 2012

Applicant Response

BROADCAST AGREEMENT

THIS BROADCAST AGREEMENT (“Agreement”) is made by and between the Los Angeles Clippers basketball club (the “Clippers” or “Team”) and FoxSports Radio (“FoxSports”, “FoxSports Radio” or “Broadcaster”).

In consideration of the mutual promises contained herein and set forth below, the parties agree as follows:

1. Term. **[EXEMPLAR APPLICANT ANSWER]** The term of this Agreement shall commence with the first Clippers preseason game of 2009, and shall continue for a period of two years (the “Term”). As used herein, the term “Agreement Year” means each twelve-month period beginning with the first Clippers preseason game of the year. FoxSports shall have the right to extend this Agreement for one additional term of two years (the “Renewal Term”). If Broadcaster chooses to renew the Agreement, Broadcaster shall provide Team with sixty (60) days notice that it seeks to renew. If Broadcaster does not choose to renew, the Agreement shall terminate after the last day of the Term. Broadcaster shall not be obligated to negotiate with Team if it chooses to terminate the Agreement

2. Scope of the Agreement. **[EXEMPLAR APPLICANT ANSWER]** This Agreement shall entitle FoxSports to be the official and exclusive radio broadcaster of the Clippers organization and shall cover all Clippers preseason, regular season and postseason games during the Term, including both games played at the Staples Center in Los Angeles, California (“Home Games”) and games played on the road

("Away Games"). This Agreement shall apply to any and all FoxSports radio stations and affiliates based within the geographic region ("Geographic Region"), which is defined as within a one hundred (100) radius of the Staples Center.

3. Rights, Duties and Obligations of the Broadcaster. **[PLEASE COMPLETE]**

4. Rights, Duties and Obligations of the Los Angeles Clippers. **[PLEASE COMPLETE]**

5. Ownership of and Rights to the Broadcast. **[PLEASE COMPLETE]**

6. Broadcast Pre-Emption. **[PLEASE COMPLETE]** **[APPLICANTS:** *For purposes of negotiating and drafting this Section, you should assume that FoxSports Radio has a pre-existing Agreement to broadcast all Los Angeles Dodgers baseball games (including pre-season and post-season). This pre-existing Agreement with the Dodgers will, therefore, create certain scheduling conflicts pursuant to which Fox Sports Radio will have to choose between broadcasting the Dodgers' or the Clippers' simultaneously occurring games.* **]**

7. Grant of Right to Use Name and Logo. **[EXEMPLAR APPLICANT ANSWER]**

a. The Clippers hereby grant FoxSports the limited right to use the name and logo of the Club during the term of this Agreement in materials, including but not limited to station literature promoting the Radio Broadcast and Internet Broadcast of Clippers games and material designed to promote FoxSports.

8. Representations and Warranties **[EXEMPLAR APPLICANT ANSWER]**

- a. FoxSports represents and warrants that it does not have any conflicting agreements with other sports clubs not herein mentioned, and that the Preemption provision of Section 6 of this Agreement does not conflict with any existing or future contracts with other clubs, including that with the Los Angeles Angels of Anaheim;
- b. The Clippers represent and warrant that they do not have an existing Radio or Internet Broadcast contract with another service provider, and that they can provide FoxSports with 10% of the permanent signage in the Staples Center through their negotiations with AEG, the L.A. Lakers, and the L.A. Kings.

9. Entire Agreement. **[EXEMPLAR APPLICANT ANSWER]** This Agreement and its exhibits contain the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be assigned without the prior consent of all parties. All amendments to or waivers of this Agreement must be in a writing signed by all of the parties.

10. Governing Law and Severability. **[EXEMPLAR APPLICANT ANSWER]** This Agreement and any dispute arising under it shall be construed in accordance with the laws of the State of California without regard to conflict of law principles. If any paragraph or clause of this Agreement is illegal, invalid, or void for any reason, it shall be deemed to be modified to the minimum extent necessary to make it legal or valid and the remaining paragraphs and clauses of this Agreement shall remain in full force and effect.

11. Arbitration. **[EXEMPLAR APPLICANT ANSWER]** Any and all claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and settled only by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association (or other form of arbitration mutually acceptable to the parties so involved) then in effect in the State of California. The decision made pursuant to such arbitration shall be binding and conclusive on all parties involved.

By signing below, the duly authorized officers of the parties have executed this Agreement as of the date first above written.

By: _____

By: _____

Organization: Los Angeles Clippers

Organization: FoxSports Radio

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____