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TOOELE COUNTY CORPORATON  
CONTRACT # 11-211

**Season 2**  
**Sponsorship Agreement**  
**Tooele County**

P.O. Box 71631, Cottonwood Heights, UT 84171-0631  
Phone: (801) 947-8888

e-mail: boothandco@sisna.com  
Fax: (801) 947-9888

**RECITALS**

This agreement is entered into between Tooele County (sponsor) and Chadwick Booth & Co., (producer). Producer agrees to provide sponsor 26 thirty-second spots in a weekly TV series called *The County Seat*, scheduled to broadcast Sundays at 8:00 AM on KTVX Channel 4, On various cable access channels across the state and in a high definition streaming webcast each week on www.TheCountySeat.tv. The term of this contract shall be from December 1, 2011 to December 31, 2012. Producer agrees to provide an opportunity for sponsor to participate in the editorial content of various show segments throughout the season. Producer will provide additional specific editorial opportunities for the sponsoring agency on a quarterly basis throughout the year (See addendum B of this contract).

Producer will provide shooting, editing, and other related production and promotional services in connection with said features and web based content. Producer will provide sponsor free access to any feature stories or show segments, any footage shot during regular production of the TV series, for use on other video or web based projects the sponsor may undertake. Sponsor agrees to pay for dubbing charges, but the video is available free of charge. Producer will the usual and customary production time, for production of 2 original commercials, during the period of this contract. Tagging of pre-produced commercials is unlimited and does not count against included time. Sponsor may purchase additional production time at the rate of \$175.50 per hour. Sponsor agrees to provide completed 30-second spots in any broadcast format, to the producer no less than 5 days prior to the first airdate.

**Sponsor has the right to sub contract a portion of his dedicated 30 second television spot time inventory, as long as the substitute sponsor is approved in advance of air date.**

For sponsor to participate in programming stories such as news features, or appearances in round table discussions with hosts of the show, sponsor agrees to provide a spokesman or other personnel as required, when required, where required, by producer to meet shooting and editing schedules of the series. Failure of sponsor to meet the offered programming opportunities still constitutes the producer providing the opportunity to be featured and releases producer from further obligations to perform on that particular obligation regarding program content.

Given the nature of broadcast programming, it is understood that producer shall make a good faith effort to place program in the negotiated time slot, but producer reserves the right to change the time slot, location, air charge proportionally, in the event of a required time change (pre-emption).

Producer retains final control of scripts, content, and order of show content. Sponsor retains control of his own commercial content.

Sponsor initials CG

Producer initials CB

**COMPENSATION**

Sponsor agrees to pay the sum of \$803.28 per 30 second television spot, total of 26 spots for sponsorship of *the County Seat*, 2012 season.

**Installment Payments.** Sponsor shall make a deposit of \$5,221.33 due January 5<sup>th</sup>, 2012 with 3 consecutive quarterly payments of \$5,221.33 due on: April 1, 2012; July 1, 2012; October 1, 2012. ( net payment: \$20885.31)

Payments not received by the due date shall be assessed a late fee of \$50.00, plus \$5 for each additional business day. Timeliness is the essence of this agreement. There shall be a **\$40.00 fee charged for all returned checks.**

In the event that advertiser fails to meet any terms of this agreement, said agreement shall be deemed in default, sums already paid by advertiser shall be deemed liquidated damages. Sponsor shall still be liable for unpaid balances. Sponsor agrees to guarantee payment of contract and to pay producers reasonable collection costs, costs of suit and any reasonable attorney's fees incurred by enforcing this agreement, plus interest of 18.0 % on any past due balances. No refunds.

Each sponsor shall be provided the opportunity to participate in a quarterly taping session that shall be scheduled by region within the state, where each sponsor or their designated spokesman can video tape an individual county or corporate response to any previous segment that they feel did not adequately cover their position. These segments will be edited and not exceed 5 minutes, then provided to the county via *The County Seat* YouTube channel for use on the individual organizations websites.

This document constitutes the entire agreement between sponsor and producer. Changes to this agreement must be in writing, signed by both parties. This document may be executed via electronic facsimile.

Signed: Colleen Johnson

Billing Address \_\_\_\_\_

Organization Name Tooele County  
Sponsor

Date: 12-22-11

Signed: [Signature]  
Chadwick Booth & Co.

Date: 12-15-11

