

**COMEDY EXCHANGE ASSOCIATION**  
**COMIC/WRITER AGREEMENT**

AGREEMENT made on \_\_\_\_\_ [DATE] between COMEDY EXCHANGE ASSOCIATION (“CXA”), a Pennsylvania corporation, whose address is 4006 Gulfview, Rowlett, Texas 75088, and \_\_\_\_\_ [COMEDIC WRITER’S NAME] a person doing business as \_\_\_\_\_ [NAME] (“You” or “you”), whose address is \_\_\_\_\_ [ADDRESS] and whose e-mail address is \_\_\_\_\_ [E-MAIL ADDRESS].

The following shall constitute the agreement between us:

1. As used in this agreement:

(a) The word “Period” shall mean the three (3) year period beginning [DATE] and ending [DATE] and continuing thereafter for additional terms of three (3) years each unless terminated by either party at the end of said initial term or any additional term, upon notice sent by registered, certified or Express mail, or other sending method that requires that the date that the item is sent be recorded by the courier (e.g., overnight mail or messenger service), not more than six (6) months or less than three (3) months prior to the end of any such term.

(b) The words “Written Work” or “Written Works” shall mean:

(i) All comedic writings, spoken or musical, (including the comedic segments and individual writings written for a comedic work) written by you during the Period; and

(ii) All comedic writings, spoken or musical, (including the comedic segments and individual writings written for a comedic work) written by you prior to the Period, except those in which there is an outstanding grant of the right of public performance to a person other than a label affiliated with CXA.

2. You agree that any Written Work is registered with CXA within the meaning of this agreement:

3. You represent that no performing rights in such Written Work have been granted to or reserved by others except as specifically set forth therein in connection with Written Works heretofore written by you.

4. Except as otherwise provided herein, you hereby grant to us for the Period:

(a) All the rights that you own or acquire publicly to perform, and to license others to perform, anywhere in the United States, its territories and possessions, in any and all analog radio, now known or which hereafter may be developed, any part or all of the Written Works.

(b) The non-exclusive right to adapt or arrange any part or all of any of the Written Works for performance purposes, and to license others to do so.

5. (a) As full consideration for all rights granted to us hereunder and as security therefore, we agree to pay to you, with respect to each of the Written Works in which we obtain and retain performing rights during the Period as follows: For analog radio performances of a Written Work in the United States, its territories and possessions, amounts calculated pursuant to our then current standard practices upon the basis of the then current performance rates generally paid by us to our affiliated comedic writers for similar performances of similar writings. The number of performances for which you shall be entitled to payment shall be the number of cuts that are aired or tracked by CXA. See attached Schedule A for additional details on the fees.

(b) Notwithstanding the provisions of subparagraph 5(a), we shall have no obligation to make payment hereunder with respect to (i) any performance of a Written Work which occurs prior to the effective date of this Agreement, or (ii) any performance for which no license fee shall be collected by us, or (iii) any performance of a Written Work which you claim was either omitted from or miscalculated on a royalty statement and for which we shall not have received written notice from you of such claimed omission or miscalculation within nine (9) months of the date of the royalty distribution seeking to be adjusted.

6. In accordance with our then current standard practices, we will furnish periodic statements to you during each year of the Period showing the monies due pursuant to subparagraph 5(a). Each such statement shall be accompanied by payment of the sum thereby shown to be due you, subject to all proper deductions, if any, for taxes, or amounts due CXA from you.

7. Nothing in this agreement requires us to continue to license the Written Works subsequent to the termination of this agreement. In the event that we continue to license your interest in any Written Work, however, we shall continue to make payments to you for such Written Work for so long as you do not make or purport to make directly or indirectly any grant of performing rights in such Written Work to any other analog licensing organization. The amounts of such payments shall be calculated pursuant to our then current standard practices upon the basis of the then current performance rates generally paid by us to our affiliated writers for similar performances of similar writings. You agree to notify us by registered or certified mail of any grant or purported grant by you directly or indirectly of performing rights to any other performing rights organization within ten (10) days from the making of such grant or purported grant and if you fail so to inform us thereof and we make payments to you for any period after the making of any such grant or purported grant, you agree to repay to us all amounts so paid by us promptly with or without demand by us. In addition, if we inquire of you by registered or certified mail, addressed to your last known address or email address, whether you have made any such grant or purported grant and you fail to confirm to us by registered or certified mail within thirty (30) days of the mailing of such inquiry that you have not made any such grant or purported grant, we may, from and after such date, discontinue making any payments to you.

8. In the event that we have reason to believe that you will receive, are entitled to receive, or are receiving payment from an analog performing rights licensing organization other

than CXA for or based on United States performances of one or more of your Written Works during a period when such Written Works were licensed by us pursuant to this agreement, we shall have the right to withhold payment for such performances from you until receipt of evidence satisfactory to us that you were not or will not be so paid by such other organization. In the event that you were or will be so paid or do not supply such evidence within twelve (12) months from the date of our request therefore, we shall be under no obligation to make any payment to you for performances of such Written Works during such period.

9. (a) In the event that this agreement shall terminate at a time when, after crediting all earnings reflected by statements rendered to you prior to the effective date of such termination, there remains an unearned balance of payments paid to you by us or any other indebtedness owed to CXA by you, such termination shall not be effective until the close of the calendar quarterly period during which (i) you shall repay such unearned balance of payments or indebtedness, or (ii) you shall notify us by registered or certified mail that you have received a statement rendered by us at our normal accounting time showing that such unearned balance of payments or indebtedness has been fully recouped by us.

(b) The termination of this agreement shall be deemed subject to any rights or obligations existing between CXA and its licensees under licenses then in effect. As a result thereof, notwithstanding such termination, CXA shall have the right to continue to license all of your Written Works in all analog radio with respect to which such licenses exist as of the date of termination, until such licenses expire.

10. Notwithstanding the termination of this agreement, all of the terms and conditions of this agreement shall continue to apply subsequent to such termination with respect to any Written Works which may continue to be licensed by CXA and any monies payable to you by CXA pursuant to the provisions of this agreement.

11. (a) You warrant and represent that you have the right to enter into this agreement; that you are not bound by any prior commitments which conflict with your commitments hereunder; that each of the Written Works, written by you is original; and that the exercise of the rights granted by you herein will not constitute an infringement of copyright or violation of any other right of, or unfair competition with, any person, firm or corporation. You agree to indemnify and hold harmless us, our licensees, the advertisers of our licensees and their respective agents, servants and employees from and against any and all loss or damage resulting from any claim of whatever nature arising from or in connection with the exercise of any of the rights granted by you in this agreement,

(b) Upon notification to us or any of the other parties herein indemnified of a claim with respect to any of the Written Works, we shall have the right to withhold payment of all sums which become due pursuant to this agreement or any modification thereof and/or to exclude such Written Work from this agreement until receipt of satisfactory written evidence that such claim has been withdrawn, settled or adjudicated.

12. You make, constitute and appoint us, or our nominee, your true and lawful attorney, irrevocably during the Period, in our name or that of our nominee, or in your name, or otherwise, in our sole judgment, to do all acts, take all proceedings, execute, acknowledge and

deliver any and all instruments, papers, documents, process or pleadings that, in our sole judgment, may be necessary, proper or expedient to restrain infringement of and/or to enforce and protect the rights granted by you hereunder, and to recover damages in respect to or for the infringement or other violation of said rights, and in our sole judgment to join you and/or others in whose names the copyrights to any of the Written Works may stand; to discontinue, compromise or refer to arbitration, any such actions or proceedings or to make any other disposition of the disputes in relation to the Written Works, provided that any action or proceeding commenced by us pursuant to the provisions of this paragraph shall be at our sole expense and for our sole benefit.

Notwithstanding the foregoing, nothing in this paragraph 12 requires us to take any proceeding or other action against any person, firm, partnership or other entity or any writer or publisher, whether or not affiliated with us, who you claim may be infringing your Written Works or otherwise violating the rights granted by you hereunder. In addition, you understand and agree that the licensing by us of any comedic writings which you claim may be infringing your Written Works or otherwise violating the rights granted by you hereunder, shall not constitute an infringement of your Written Works on our part.

13. No monies due or to become due to you shall be assignable, whether by way of assignment, sale or power granted to an attorney-in-fact, without our prior written consent. If any assignment of such monies is made by you without such prior written consent, no rights of any kind against us will be acquired by the assignee, purchaser or attorney-in-fact.

14. In the event that during the Period (a) mail addressed to you at the last address furnished by you pursuant to paragraph 17 shall be returned by the post office, or (b) monies shall not have been earned by you pursuant to paragraph 5 for a period of two consecutive years or more, or (c) you shall die, CXA shall have the right to terminate this agreement on at least thirty (30) days' notice by registered or certified mail, electronic mail ("e-mail") or facsimile number addressed to the last postal or electronic address or transmitted to the last facsimile number furnished by you pursuant to paragraph 17 and, in the case of your death, to the representative of your estate, if known to CXA. If you failed to maintain a current address with CXA and CXA has made reasonable good-faith efforts in attempting to locate you without success, CXA shall have the right to terminate this agreement pursuant to this paragraph by regular first-class U.S. mail, in lieu of the means otherwise specified. In the event of such termination no payments shall be due to you pursuant to paragraph 7.

15. You acknowledge that the rights obtained by you pursuant to this agreement constitute rights to payment of money and that during the Period we shall hold title to the performing rights granted to us hereunder. In the event that during the Period you shall file a petition in bankruptcy, such a petition shall be filed against you, you shall make an assignment for the benefit of creditors, you shall consent to the appointment of a receiver or trustee for all or part of your property, or you shall institute or shall have instituted against you any other insolvency proceeding under the United States bankruptcy laws or any other applicable law, we shall retain title to the performing rights in all Written Works the rights to which are granted to us hereunder and shall subrogate your trustee in bankruptcy or receiver and any subsequent purchasers from them to your right to payment of money for said Written Works in accordance with the terms and conditions of this agreement.

16. All disputes of any kind, nature or description arising in connection with the terms and conditions of this agreement shall be submitted to the American Arbitration Association in Philadelphia, Pennsylvania, for arbitration under its then prevailing rules, the arbitrator(s) to be selected as follows: Each of us shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one of us, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either of us may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on both of us and shall include the fixing of the costs, expenses and reasonable attorneys' fees of arbitration, which shall be borne by the unsuccessful party. Judgment may be entered in Pennsylvania Superior Court or any other court having jurisdiction.

17. You agree to notify our Department of Writer/Label Administration promptly in writing of any change in your postal or electronic ("e-mail") address, or facsimile number. Any notice sent to you pursuant to the terms of this agreement shall be valid if addressed to you at the last postal or electronic address or facsimile number so furnished by you.

18. This agreement shall be subject to CXA's standard practices and procedures which are in effect as of the effective date of this agreement and as they may be modified and/or supplemented from time to time.

19. You acknowledge that the relationship between you and us which is created by this agreement is one of ordinary contracting parties and is not intended to be a fiduciary relationship with respect to any of the rights or obligations hereunder.

20. You authorize the inclusion of your name, likeness and biographical information in publicly distributed material relating to your association with us.

21. This agreement constitutes the entire agreement between you and us, cannot be changed except in a writing signed by you and us and shall be governed and construed pursuant to the laws of the State of Pennsylvania.

22. In the event that any part or parts of this agreement are found to be void by a court of competent jurisdiction, the remaining part or parts shall nevertheless be binding with the same force and effect as if the void part or parts were deleted from this agreement.

23. Any prior agreements, as modified, between you and us are canceled and superseded as of the effective date of this agreement. All works that were embraced by any prior agreement between you and us and in which no other analog licensing organization controls your performing right interest shall be deemed embraced by this agreement. Any unearned balance of payments previously paid to you by us or unpaid indebtedness owed to us by you shall be deemed to be recoupable by us from any monies which become payable to you pursuant to this agreement and any extensions, renewals or modifications.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be duly executed as of the day and year first above written,

**COMEDY EXCHANGE “COMEDIC WRITER”**

By: By:

George Gimarc, Executive Director  
(Print Name and Title of Signer)

The following information is required for all comic/writers under the age of 18:

(Signature of Parent/Legal Guardian)  
CIRCLE ONE

(Printed Name of Parent/Legal Guardian)

## **SCHEDULE A**

### **Comedy Exchange Association Compensation for Comedic Writers and Labels**

Comedic writers and their Labels will be compensated by CXA based on the number of comedic cuts that are aired.

At the end of each business quarter an audit will take place to determine the exact amount of compensation owed to the Comedic Writers and Labels from Radio Station Licensing Fees. Within 90 days from the Audit, compensation checks will be mailed. During its first year in operation, CXA will charge a 20% operating fee to administer CXA. Every year thereafter (unless modified in accordance with this agreement), CXA will charge a 15% operating fee to administer CXA.

After Operating Fees, the Comedic Writer will receive 55% and the Label will receive 45% of the fee for each comedic cut. If the comedic material does not involve a Label, then the Comedic Writer will receive 100% of the fee. All Comedic Writers and Labels have to be registered with CXA to be compensated for the comedic writing.