



**To air on  
Atlantic Broadband  
Channel 19  
(116,000 Households, 20,000 hotel rooms and 11 Million Annual Visitors)  
July 1, 2009 – June 30, 2009  
(52-Weeks)**

### **BENEFITS:**

(28) :30 Second Commercial Spots per week

(12) Sponsor of the 30 Minute Monthly Fitness Program  
(Program to run a minimum of 21 times per month)

Company logo on all printed material & electronic marketing

Product placement during 30 minute program

Banner on The Beach Channel website

Logo with link included in all Beach Channel event email blasts

#### **Sponsorship** Package includes:

One thousand four hundred and fifty six (1,456)

:30 Second Commercial Spots. Sponsor of a 30 minute fitness program to run a minimum of two hundred and fifty two times (252).

## **Total Cost of Sponsorship Package:**

**\$12,000.00 Net**

### **To be billed as follows:**

**July 1, 2009 - \$1,000.00**

**August 1, 2009 - \$1,000.00**

**September 1, 2009 - \$1,000.00**

**October 1, 2009 - \$1,000.00**

**November 1, 2009 - \$1,000.00**

**December 1, 2009 - \$1,000.00**

**January 1, 2010 - \$1,000.00**

**February 1, 2010 - \$1,000.00**

**March 1, 2010 - \$1,000.00**

**April 1, 2010 - \$1,000.00**

**May 1, 2010 - \$1,000.00**

**June 1, 2010 - \$1,000.00**

Agreed and Accepted

The Beach Channel

Sponsor

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Randy Kassewitz  
Managing Partner

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Marketing

*\*This agreement includes complete production of all content by Accord Properties.  
In addition to usage by The Beach Channel's broadcast and internet distribution channels, this content  
may be used for your own, non-competitive marketing and internal use while under contract.  
Additional usage agreement to be provided under separate cover upon request.*

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**CONDITIONS**

- 1)** The Producer will not be liable for any consequential loss or damage occasioned by error, late airing, or failure of a video spot to appear for any cause whatsoever.
- 2)** The Client will indemnify the Producer against any damage and/or expense which the Producer may incur as a direct or indirect consequence of the Client's video. The Producer will also be indemnified by the Client with respect to any claims, costs and expenses arising out of any illegal or libelous matter included in the video or any infringement of copyright, patent or design.
- 3)** The Producer will be liable to fulfill all conditions of this Agreement.
- 4)** The Client warrants that the information provided by him/her to the Producer for the purpose of producing any video of or relating to the Client's trade or business is true and accurate.
- 5)** Every effort will be made to carry out this Agreement, but its due performance is subject to cancellation by the Producer or to such variations as the Producer may find necessary as a result of inability to produce or air arising from any act of god, war, strike, lockout or other labor dispute, fire, flood, legislation or other cause (whether of the foregoing class or not) beyond the Producer's control.
- 6)** This Agreement is non-cancelable by the Client.
- 7)** Credit accounts are strictly net and must be settled upon receipt of invoice.
- 8)** No agency discount will be paid unless stipulated in this Agreement and will be honored only if all invoices are paid in full within 60 days of billing.
- 9)** At the Producer's discretion, any account that is not settled within 30 days of the invoice date will be subject to an interest charge of up to one and one half percent (1.5%) per calendar month, compounded monthly. It will not be necessary for the Producer to give advance warning that such interest charge is to be levied.
- 10)** The Producer assumes no liability for errors. The Producer limits its liability for any error to the portion of the video in which the error occurs.
- 11)** If for any reason airing shall start later than stipulated in this Agreement, the Producer reserves the right to extend airing of the video beyond the end of this Agreement so that the number of exposures is no less than stipulated in this Agreement.
- 12)** The Producer reserves the right to cancel this Agreement at any time upon default by the Client in the payment of bills, or other material breach on the part of the Client of any of the conditions herein; and upon such cancellation all telecasting done hereunder and not paid shall become immediately due and payable.
- 13)** The Client agrees that the venue and jurisdiction for any litigation arising from this Agreement shall be in the State Courts of Miami-Dade County, Florida. The Client agrees to pay Producer's reasonable attorney's fees and costs incurred in enforcing and collecting on this Agreement.