



PODCAST NETWORK AGREEMENT

This **PODCAST NETWORK AGREEMENT** (the "Agreement") is entered into this _____ day of _____, 20____ (the "Effective Date") by and between Detroit is Different, Inc., a Michigan corporation with its principal office located at 1652 Clements, Detroit, Michigan 48238 ("DID," "we" or "us" and _____ (the "Content Creator" or "you") whose business address is _____

RECITALS

- A. WHEREAS Content Creator is interested in creating his, her or its own podcast;
- B. WHEREAS, DID is a podcast network that produces podcasts on the Detroit is Different and Detroit is Different After Dark Network consumer brands featuring interviews audio and video segments with interesting local, national, and international figures who have achieved success or prominence in a particular business, profession or community and information about unique local places and event in and around Detroit, Michigan.
- C. WHEREAS, in addition to producing podcasts, DID also hosts and distributes podcast programming making such podcast programming accessible to viewing and listening audiences for streaming and /or downloads through computers and mobile devices via websites, mobile apps, YouTube and subscription;
- D. WHEREAS DID is seeking to expand its network of podcast programming to include more quality content that is consistent with DID's goals and objectives: and
- E. WHEREAS Content Creator seeks to engage DID to produce his, her or its podcasts (the "Program"), to distribute and host the same and to provide certain promotion and visibility to Content Creator's podcast.

NOW THEREFORE, in consideration of the above and the mutual benefits and promises set forth in this Agreement, by signing this Agreement, DID and Content Creator agree that their rights and obligations are as follows:

By signing this Agreement, the parties agree to the following terms and conditions:

1. **GRANT OF RIGHTS:** During the Term of this Agreement, Content Creator hereby grants to DID the exclusive, worldwide rights to produce, film, record, broadcast, distribute and host Content Creator's podcast, entitled, "_____", approx. _____ min. in length ("Program") for each episode, beginning on _____, 20____ by whatever means and on all platforms and media as selected by DID in its sole discretion, including but not limited to internet streaming, subscription services, social media and website as well as the exclusive right during the Term and the non-exclusive right after the Term to use the names, likenesses and logos of the Content Creator and the participants in the Program, solely in connection with the distribution, promotion and broadcast of the DID and the Program. DID shall also have the non-exclusive right to use develop and distribute highlights and clips of the podcast

solely for the purpose of promoting the DID network. The launch date and time for the Program shall be determined by DID according to its general transmission and distribution schedule. DID may assign the rights Content Creator is granting to DID to third parties to the extent that DID makes DID's content available through station-branded platforms, including social media, apps, state or regional broadcast networks, or other station branded media

2. **DUTIES AND RESPONSIBILITIES:**

A. **DID**

Content Creator hereby engages DID to serve as Content Creator's Podcast Producer and Host and DID accepts said engagement to serve in such capacity, on the terms and conditions set forth in this Agreement. DID shall have such duties and responsibilities as are consistent with the role traditionally performed by a Podcast Producer and Podcast Host as enumerated below DID shall:

1. Provide a recording studio facility with in house and provide a studio engineer or studio engineering tutorial to produce the podcast fully equipped to record the episode including up to six microphones for guests, free Wi-Fi , for up to two hours per episode;
2. Conduct production meeting with concept consultation for podcast episodes with DID network team;
3. Oversee all aspects of audio and/or video production of the podcast, including recording, editing podcast episodes;
4. Add commercial, clips or special audio segments to podcast episodes;
5. Launch the podcast in iTunes, Stitcher, Spotify, and Google Play;
6. Publish episodes of the podcast to www.detroitisdifferent.net
7. If error/s occurs in recording where recording is not completed in a presentable manner to the Detroit is Different standard because of technical difficulties responsible to Detroit is Different; Detroit is Different will provide a written email communication of error within 24 hours and Podcaster will have priority to re-record show within 5 business days.
8. Promote podcast on through marketing campaigns led by Creative Differences Marketing INC.

Additionally, DID has other advanced add on service options, including:

- Capability for graphic and text post to podcasts
- On-Site Podcast Recording Service where DID travels with equipment to record podcast at on-site events outside of the studio.
- Video podcasts;
- Live stream video podcasts
- Promotional support by assisting in paying promotional materials: flyers, posters, business cards, and online advertising.

- Event support on events by assisting in paying for event venue, event promotion
- Access to Creative Differences MKT for discounted marketing services access to Creative Differences Marketing services at 25% - 35% discounted rates on CDMI services

B. Podcast Host

As the host of the Program, Content Creator acknowledges, agrees and accepts that he, she or it is required to perform the following duties and undertake the following responsibilities in a professional manner:

1. Select the Program name and launch date for the Program to begin;
2. Select Guests for episode;
3. Select episode topic for Program
4. Provide DID with:
 - a. Podcast Theme
 - b. Podcast Categories
 - c. Podcast Audience demographics (Age, Race, Gender, Education, Region, Interests)
 - d. Podcast Segments
 - e. Podcast Show Description
 - f. Podcast Guest Email & Social Media Information
 - g. Podcast Graphic Design
 - h. Podcast Episode Description
 - i. Podcast Social Media Content (Pick 2 Social Media Networks to use to personally promote Podcast & Detroit is Different Podcast Network)
 - j. Photos (Memes)
 - k. Videos (bi-monthly)
 - l. Surveys (bi-monthly)
 - m. Podcast to Video Record (Monthly)
 - n. Podcast to host Live Record (bi-Annually)
 - o. Commercial for episodes
 - p. A signed release from every guest in the form attached to this Agreement in Exhibit A within 72 hours before the date that the Program episode is scheduled to be recorded.
 - q. Each Program created by Content Creator and submitted to DID must be acceptable to Network in terms of quality, length, style, technical aspects, timeliness, and subject matter.

3. OWNERSHIP:

Content Creator retains one hundred percent (100%) ownership of the copyright in the Program.

If podcast adds another host the ownership shares and responsibility will require a new agreement to be made after a letter is sent to 1652 Clements Detroit MI 48238

4. CONSIDERATION:

Each Podcast Program will have a minimum of 4 commercials 2 live reads and 2 pre-produced. DID has the right to play one (1) pre-produced commercial spot and one (1) live read commercial spots during each episode. Content Creator must object to the commercial within ten (10) days by giving DID written notice of such objections or the commercial(s) shall be deemed approved by Content Creator. Commercials serve as consideration for the services provided by DID to Content Creator DID shall keep all revenue from the two commercial spots and the remaining two (2) commercial spots will be for Content Creator to sell at the DID base minimum rate, at the average advertising rates set for podcasts in 2018 as set forth in Exhibit B. The Content Creator shall receive and keep one hundred percent (100%) of all the revenue from the sale of the remaining two (2) commercial spots sold by the Content Creator.

5. PRODUCTION TERMS:

Content Creator will notify DID of all distribution (such as broadcast) rights that need to be cleared for the distribution of the Program, such as music, performance, or literary rights clearances and if applicable to the Program episode Content Creator will provide us with documents such as releases, clearances, permission forms, etc.

6. TERM AND TERMINATION:

The term of this agreement shall commence on the Effective Date and continue for one year unless terminated prior to the natural expiration. The term of this Agreement shall commence on the Effective Date and end twelve months from the Effective Date. In the event of a party's material breach of this Agreement, the non-breaching party may terminate this Agreement upon 30 days' written notice specifying such breach, provided such breach (if capable of being cured) is not cured by the end of such 30 day period. Upon termination of the Agreement, Detroit is Different is responsible for archiving of podcast Program episodes after which DID will continue to store the episode for a monthly fee of ten dollars (\$10.00), If Content Creator does not pay the storage fee, DID will no longer be obligated to archive the podcast Program episodes and may destroy all digital copies of such episodes without further notice to the Content Creator. Content Creator may pay DID a one-time fee of One Hundred Fifty Dollars (\$150.00) to transfer digital copies of the podcast Program episodes to a storage device which DID will provide.

If your podcast stops/cancels it is the podcast owners responsibility to explicitly inform Detroit is Different as to archive options, distribution options, and licensing options.

7. RIGHT OF FIRST REFUSAL:

Content Creator grants to DID a right of first refusal to match any bona fide written offer for Content Creator's podcast production and/or distribution rights which Content Creator receives (or intends to make) upon termination of this Agreement for any reason. Content Creator shall give DID prompt written notice of any such offer and a reasonable opportunity to respond to such offer. Should Content Creator enter into an agreement with a competitor of DID upon termination of this Agreement, Content Creator shall pay DID an amount equal to twenty- percent (20%) of the fee received by Content Creator for the first two years of the term of content creator's new agreement.

8. INDEPENDENT CONTRACTOR:

Content Creator is an independent contractor. It is expressly acknowledged by the parties that Content Creator is an independent contractor and not as an employee of the DID. Nothing contained in this Agreement or the parties' conduct shall be interpreted to be as creating an employer-employee relationship, joint venture, partnership or any other kind of relationship other than that of an independent contractor. Accordingly, Content Creator is responsible for the payment of all income, social security and other self-employment taxes, insurances, and any and all other payments relating to Content Creator's duties and obligations under this Agreement and agrees to hold DID harmless from any liability with respect thereto. Podcast Host may not represent him/herself as an employee of DID.

9. WARRANTIES AND INDEMNIFICATION:

a. Content Creator represent and warrant that:

- i. The Program is Content Creator's own original Program.
- ii. The Program is factually accurate and complete.
- iii. The Program is not defamatory.
- iv. The Program does not infringe on anyone's intellectual property; privacy, or publicity rights, and does not plagiarize another's Program.
- v. If appropriate, that the subjects of the Program have assented to their participation and to the broadcast of their voices.
- vi. If Content Creator include any material in the Program that is not original to Content Creator, it is the Content Creator's obligation to notify DID; to obtain any necessary clearances, rights, licenses or releases; and to provide documentation thereof to the Program.
- vii. The Program has not been previously published in any form, in whole or in part. If the Program (or any element contained in the Program) has been previously published or used in another way, Content Creator will disclose this to DID prior to our acceptance of the Program, and we may determine if we will waive the requirement that the Program be previously be unpublished and accept the Program.

b. DID has the knowledge and authority to enter into this Agreement.

c. DID shall indemnify Content Creator against claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) that result from any unauthorized use of the Program by DID or by our licensees, or from any breach of DID's representations, warranties or obligations.

d. Content Creator shall indemnify DID, including our sub-licensees, employees, agents, and assignees against claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) that result from any breach of Content Creator's representations, warranties or obligations.

e. If a claim is made against either party arising out of the use of the Program, the other party agrees to cooperate fully, as needed, to defend against it.

10. **GENERAL PROVISIONS:**

a. This Agreement represents the entire understanding of the parties relating to the subject matter of this Agreement and supersedes and replaces any previous documents, correspondence, conversations, or other written or oral understandings. This Agreement may be modified only in writing signed by the parties.

b. This Agreement shall be construed under the laws of the State of Michigan, without regard to its conflicts of laws provisions. All disputes arising from this Agreement must be brought in courts within the state of Michigan.

c. Content Creator's agreement with DID for the production of the Program is personal, and so Content Creator may not assign or delegate the overall creation of the work to someone else, though Content Creator may subcontract, in conformance with good journalistic practice, with others that provide services to Content Creator.

d. No waiver of any term or condition of this Agreement shall be construed as a waiver of any other term or condition; nor shall any waiver of any default under this Agreement be construed as a waiver of any other default.

e. Neither party shall be in breach of this Agreement to the extent either party is unable to perform due to any event of "force majeure" such as fire, earthquake, epidemic, war, strike, riot, and similar acts or events not within the control of either party. If this period exceeds sixty (60) days, either party may, by written notice to the other, terminate this Agreement.

f. All notices and/or approvals to be sent to DID or Content Creator hereunder shall be addressed to such party at the address set forth on the first page hereof or at such other address as either shall designate in writing from time to time. All notices shall be in writing and shall either be served by personal delivery (with written receipt of such delivery), overnight delivery service with tracking of shipment or certified or registered mail, return receipt requested, all charges prepaid. A copy of all notices Podcast Host sends to Network shall simultaneously be sent to Network's attorney, Stephanie L. Hammonds, Law Office of Stephanie L. Hammonds, 2000 Town Center, Suite 1900, Southfield, Michigan 48075.

11. **SURVIVAL:** Any provisions which by their terms survive the expiration or termination of this Agreement shall bind the parties, and their legal representatives, successors and permitted assigns, as set forth herein.

IN WITNESS WHEREOF, each of the parties hereto has duly executed and delivered this Agreement as of the date first written above.

DID

CONTENT CREATOR

By: _____

By: _____

Title: _____

Title: _____

PODCAST GUEST RELEASE AGREEMENT

_____ (hereinafter "Guest") whose business address is _____
_____, _____ and who is scheduled to appear on the podcast
program show entitled _____ (the "Program") on _____,
20_____ does hereby consent to and grant to Khary Frazier, Detroit is Different, Inc. and
_____ their employees, officers, directors, subsidiaries, affiliates,
agents, successors, and assigns the right and permission to record, use, publish, stream live, offer for sale
except to the extent that such right to offer for sale shall be granted solely to
_____, or otherwise distribute any audio or video
interview with me. Such right and permission includes, but is not limited to, my name, recorded voice or video,
photograph or likeness, biographical information, handouts or any material based upon or derived therefrom.

I understand that Khary Frazier, Detroit is Different and _____
each at their sole discretion, produce presentations or publications based in whole or in part upon audio
interview (or any portions thereof) and/or a video or audio recordings or photographs of said interview, and
that such media or transcripts may appear in print, online, or in any manner of/or media, including but not
limited to promoting the podcast or streaming audio program. Guest understands and agrees that he/she shall
receive no compensation for appearances on and participation in the Program. Guest's name, likeness and
photograph may be used in connection with the Program, and in advertising and promotional material for the
Program, but not as an endorsement of any product or service.

I have no right of approval, no claim for compensation, and no claim (including, without limitation, claims
based upon invasion of privacy, defamation, or right of publicity) arising out of or in connection with, any use,
alteration, or use in any composite form hereunder. I hereby warrant and represent that I have the right to
enter into this agreement and to grant the rights granted to Khary Frazier, Detroit is Different and
_____ herein.

I agree that during the course of the interview I have not violated the rights of any third parties, including but
not limited to copyrights, rights of privacy, trade secrets, and non-disclosure agreements, and that in the event
of any breach of any of these warranties, that I will defend and hold Khary Frazier, Detroit is Different and
_____ harmless and without indemnity
against any such claims. This release shall be binding upon me and my heirs, legal representatives, and
assigns.

As a guest on the _____ podcast Detroit is Different and the
_____ are not responsible for libel or slander.

ACCEPTED AND AGREED:

GUEST

By: _____ Dated: _____