Dear:

WSBE Rhode Island PBS desires to broadcast (name of program or series) (The Program). As the producer of The Program, you guarantee that you hold all television rights to The Program and that all talent and copyright fees have been paid and necessary releases granted to you. You guarantee that you are assigning all necessary rights to WSBE Rhode Island PBS for the sole purpose of broadcasting the program on all stations of WSBE Rhode Island PBS, including non-commercial cable.

WSBE Rhode Island PBS will have the non-exclusive rights to unlimited use for six (6) years beginning __________. WSBE Rhode Island PBS will run The Program’s credits in their entirety.

You will provide WSBE Rhode Island PBS with a list of funders and the amount of their contributions to the production. WSBE Rhode Island PBS will not share this list with our Development Department for solicitation purposes. You will provide WSBE Rhode Island PBS with a broadcast quality copy of The Program and promotional materials.

You agree to indemnify and hold harmless WSBE Rhode Island PBS and its grantors, officers, directors, agents, employees and licensees from and against all claims, losses, costs, expenses and liabilities of every kind (whether under claims of infringement of copyright, invasion of the right of privacy, libel, slander, or claims of character), including reasonable attorney’s fees and expenses arising out of or by reason of the use of the materials furnished by you or the inaccuracy or breach of any representation or warranty made by you herein; provided, however, that if any claim shall be made or action shall be taken alleging facts, which, if true, would constitute a breach of any representation or warranty of you contained herein or involving any matter conducted with the program caused by or under control,
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WSBE Rhode Island PBS shall give you prompt notice thereof and you shall have the right to join in the contest and settlement of such claim or action and may be represented by counsel chosen by it. This indemnity shall not apply to, and you shall have no liability for, any materials in the program furnished by WSBE Rhode Island PBS.

If the terms of this letter reflect your understanding of our agreement, please sign, date and return one copy.

Sincerely,

David W. Piccerelli
President & CEO

Producer/Copyright Owner