

LIVE MUSICAL APPEARANCE AGREEMENT AND RELEASE

THIS IS A LEGAL DOCUMENT AFFECTING

YOUR RIGHTS AND RESPONSIBILITIES

PLEASE READ IT CAREFULLY BEFORE SIGNING

Licensor: _____

Talent: _____

Program: _____

Broadcast Date: ____/____/____

In full and complete consideration of the Talent's appearing on and/or participating in the Program, and the promotional benefit to Talent associated therewith, which constitutes good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor, on behalf of itself and the Talent, hereby agrees as follows:

1. Licensor is the duly authorized representative of the Talent and is authorized to enter into this Musical Appearance Agreement and Release ("Agreement") on behalf of the Talent and all members of the Talent, if any (the "Talent Members").

2. Nexstar Broadcasting, Inc. ("Nexstar") is the licensee and owner of television broadcast station KELO, Sioux Falls, SD (the "Station"). Nexstar has offered the Talent the opportunity to appear and perform on the Program in a live performance by the Talent ("Performance") of the musical works owned and/or controlled by the Talent or the Talent Members as set forth on Exhibit A hereto ("Owned Musical Compositions") and/or the musical works not owned or controlled by the Talent or the Talent Members as set forth on Exhibit B hereto ("Non-Owned Musical Composition"). Licensor grants to Nexstar the nonexclusive, irrevocable right, license and authority to: (a) carry out the audiovisual fixation of the Performance; (b) make audiovisual and audio copies ("Recordings") of the Performance in order to make the uses of the Recordings described in this Agreement; and (c) broadcast the Performance over the Station.

3. (a) With respect to Owned Musical Compositions, Licensor grants to Nexstar (i) a nonexclusive, irrevocable right, license, privilege and authority to record, reproduce, use and/or distribute the Owned Musical Compositions in synchronization or timed relation with the Program, and (ii) a through-to-the audience license to perform publicly in any and all media, whether now known or hereafter devised including, in any other Nexstar program, the Internet, Web sites,

mobile applications, social media, advertising, promotion, marketing, merchandising, distribution, transmission, display, publication, and all other types of exploitation, all musical works heretofore copyrighted, composed or written by the Talent and/or the Talent Members. Licensor hereby represents and warrants that it has the full legal right, power and authority to grant the licenses set forth in this subsection.

(b) With respect to Non-Owned Musical Compositions, Licensor represents and warrants that (i) the public performance rights to the Non-Owned Musical Compositions and recordings are available for license through ASCAP, BMI, or SESAC or are otherwise in the public domain, (ii) the reproduction and distribution rights, including any synchronization licenses, are available for license through the copyright owners, and Licensor, the Talent and/or the Talent Members have obtained all licenses as are necessary for the Performance of the Non-Owned Musical Compositions on the Program, and (iii) Nexstar shall not be required to make any additional payments or report individual uses of the Non-Owned Musical Compositions (or the titles, composers or publishers thereof) to any third party other than the applicable performing rights society.

4. Licensor, on behalf of the Talent and Talent Members, hereby grants to Nexstar and its successors, licensees and assigns, the irrevocable right, but not the obligation, in perpetuity and throughout the universe, to film, tape, photograph, record, exhibit, display, edit, distribute, sell, own, utilize, alter and otherwise use the Talent's, and each and every Talent Member's, Performance, appearance, name, likeness, voice, singing voice, conversations, sounds, signature, biographical data, personal characteristics, personal identification and any other information or materials provided by Licensor, the Talent or a Talent Member (including any video or sound recordings) (collectively, the "Images") to Nexstar in and in connection with the Program, in any and all media, whether now known or hereafter devised including, in any other Nexstar program, the Internet, Web sites, mobile applications, social media, advertising, promotion, marketing, merchandising, distribution, transmission, display, publication, and all other types of exploitation, or in any other manner in the Nexstar's sole discretion, or to refrain therefrom. Nexstar shall have the unrestricted right to edit, delete, and/or dub the content and text of any recordings of the Program and any video or sound recording or other materials that Licensor, the Talent or any Talent Member provides in connection therewith as Nexstar sees fit in its sole discretion.

5. Licensor recognizes on behalf of itself and the Talent that there is significant and valuable promotional benefit and value to the Licensor, the Talent and the Talent Members for the exposure provided by Nexstar of the Talent's Performance and that the possibility of such exposure shall be the sole consideration provided pursuant to this Agreement. Licensor hereby waives, and Nexstar shall have no obligation to pay to Licensor, the Talent or any Talent Member, any monetary compensation of any form, including without limitation, royalties or other remuneration based on Nexstar's revenues earned in connection with the broadcast, the Program and exploitation of the Program, the Performance or the Images. Moreover, nothing herein shall be construed to obligate Nexstar to include the Performance in the Program or to present the Performance in any way.

6. In connection with the Performance, Licensor, on behalf of the Talent and each Talent Member, hereby waives (i) any and all rights with respect to the Performance and any and all recordings, vocals, photographs, reproductions, copies, transmissions, broadcasts, telecasts and webcasts (by any and all means in any and all media now or in the future) of any and all audio, visual and audio-visual aspects and elements of all or any portion of the recorded Performance; and (ii) the sound, voice, photograph, likeness, activities and performances of the Talent (including promotional activities and so-called "behind-the-scenes" and "making-of" audio and audio-visual recordings).

7. Licensor understands, acknowledges and agrees that Nexstar retains final editorial, artistic and technical control of the Program and the content of the Program and that no portion of the Program or any related material needs to be submitted to Licensor, the Talent or any Talent Member, for any approval; Licensor hereby waives any and all rights to inspect or approve the use of the Performance in the Program; and Nexstar will have no liability for any distortion or illusionary effect involving the Performance or Images. Licensor further understands, acknowledges and agrees that Nexstar and its licensees and assignees will own all right, title and interest, including the copyright, in and to the Program and all related materials, to be used and disposed of, without limitation, as Nexstar, in its sole discretion, may determine.

8. To the maximum extent permitted by law, Licensor agrees that Licensor will not, and will cause the Talent and each Talent Member not to, sue Nexstar or anyone because Nexstar did not take or use the Images (including the Performance) or because Licensor does not like the manner in which Nexstar and/or its licensees or assignees took or used the Images or used the Images in the Program or in any other program. In addition, Licensor understands that the Talent's appearance and/or participation in the Program, and any travel by the Talent in connection with the Program, is at the Talent's own risk and expense. Licensor, for itself, the Talent and the Talent Members, and on behalf of the heirs, executors, agents, successors or assigns of each of the foregoing, hereby releases, indemnifies, holds harmless, promises not to sue, and forever discharges Nexstar, and any affiliated companies, as well as the World Wide Web platforms on which the Program is broadcast or otherwise exhibited or distributed and the sponsors thereof, and each of their respective officers, directors, agents, representatives and employees (the "Released Parties"), from any and all claims, actions, damages, losses, liabilities, costs, expenses, injuries, or causes of action whatsoever, including attorneys' fees, that in any way are caused by, arise out of or result from this Agreement, the Talent's appearance and/or participation in the Program, the Images, the creation of the Images, the Talent's or Licensor's presence at or travel to any location in connection with the Talent's appearance and/or participation in the Program, or the broadcast or other exhibition of the Program or the Images, on any legal theory whatsoever (including, but not limited to, personal injury, rights of privacy and publicity, defamation, or False Light), regardless of whether caused by the negligence or misconduct of the Released Parties or anyone else connected with the Program or the Images. Licensor, for itself, the Talent and the Talent Members, will defend, indemnify and hold the Released Parties harmless from any and all such claims, actions, damages, losses, liabilities, costs, expenses, injuries or causes of action, as well as all claims, actions, damages, losses, liabilities, costs, expenses, injuries or causes of action that in any way are caused by, arise out of or result from any breach or alleged breach by Licensor, the

Talent or the Talent Members of any of the representations, warranties or covenants made by Licensor, the Talent or the Talent Members in this Agreement.

9. Licensor represents and warrants that (i) Licensor has the authority to execute this Agreement and Release on behalf of the Talent and each Talent Member, to grant the rights granted hereunder, and to bind the Talent and the Talent Members under this Agreement, and (ii) the rights granted hereunder do not and will not conflict with or violate any commitment, agreement, or understanding Licensor or the Talent have with any other person or entity. Licensor acknowledges, understands, and appreciates the risks that are inherent with the above acknowledgements, representations and warranties. Licensor hereby asserts that its execution of this Agreement and Release is voluntary and that Licensor knowingly assumes all such risks on behalf of itself, the Talent and the Talent Members. Licensor understands that by signing this Agreement and Release, Licensor is releasing claims and giving up substantial rights, including the Talent's, and each Talent Member's, right to sue for any reason whatsoever.

10. This Agreement shall be interpreted under the laws of the State of New York without regard to the conflicts of law provisions thereof. The illegality, invalidity or unenforceability of any provision shall in no way affect the validity or enforceability of any of the remainder of this Agreement, which shall be enforced to the maximum extent permitted by law. This Agreement supersedes all previous agreements, representations, understandings, or promises by or between the parties. Any amendment to this Agreement must be in writing and executed by all parties hereto.

LICENSOR:

Signature: _____

Date: _____

Printed Name: _____

Phone: _____

Address: _____

Email: _____