



**Free Speech TV**

**Non-Commercial Cable/Broadcast Affiliate Retransmission Agreement**

**(Revised 02/28/06)**

**THIS IS A CONTRACT BETWEEN:**

Public Communicators, Inc.  
2945 Center Green Court South, Suite D  
Boulder, CO 80301  
(303) 442-8445 x102  
than@freespeech.org  
**(hereafter Free Speech TV)**

and:

*station name:* \_\_\_\_\_

*street address:* \_\_\_\_\_

*city, state zip:* \_\_\_\_\_

*phone #:* \_\_\_\_\_

*email address:* \_\_\_\_\_

*website URL:* \_\_\_\_\_

*number of cable system's subscribing households:* \_\_\_\_\_

**Affiliate)**

**Free Speech TV** operates a full-time, non-commercial television network, broadcasting via direct broadcast satellite on DISH Network Channel 9415.

**Affiliate** operates a non-commercial television network broad/cable-casting on *(system*

*name:* \_\_\_\_\_), serving *(town, city, university name:*

\_\_\_\_\_), on channel *(number* \_\_\_\_\_) (hereafter Channel).

**FREE SPEECH TV AND AFFILIATE AGREE AS FOLLOWS:**

1. Subject to the terms of this Agreement, Free Speech TV agrees to provide to Affiliate, at no cost, the right to retransmit on Channel any program airing via Free Speech TV's DISH Network satellite feed (hereafter Feed). Free Speech TV warrants that it has the authority to grant such re-transmission rights.
2. Affiliate:
3. Free Speech TV shall not be responsible for the cost of the purchase and installation of Affiliate's DISH Network receiving equipment, for the cost of Affiliate's monthly DISH Network subscription fee, or for any other costs required to effect re-transmission of Free Speech TV's programming, except as noted in Paragraph 2, regarding Retransmission Permit Fee, which will be paid by Free Speech TV.
4. Affiliate agrees to re-transmit a minimum of eight hours of Free Speech TV programming per month, but less than 84 hours of programming per week. Affiliate shall decide at its sole discretion which Free Speech TV program(s) to re-transmit. Nothing in this Agreement shall bind Affiliate to re-transmit any particular Free Speech TV program. Affiliate may, at its sole discretion, require local sponsors for the Free Speech TV programming re-transmitted by Affiliate.
5. Affiliate agrees to re-transmit Free Speech TV programs in full and without editing.
6. Affiliate agrees to re-transmit any program from Feed as a live feed, except as follows:
  - a. Programs transmitted by Free Speech TV via Feed as part of "Access Fridays - Special Programs" may be recorded by Affiliate or by a third party for unlimited broad/cablecasts on Channel within four weeks of the program's Feed. "Access Fridays-Special Programs" are defined as all program transmissions via Feed between 11:00 am Eastern Time (or Eastern Daylight Savings Time) and 9:00 pm Eastern Time (or Eastern Daylight Savings Time)
  - b. Free Speech TV transmissions of episodes from Democracy Now!, INN World Report, and SourceCode may be recorded by Affiliate or by a third party for unlimited broad/cablecasts on Channel within one year of the original broadcast on Feed, as long as the rights holder to the respective program permits this practices. Affiliate agrees to abide by future changes in transmission and recording rights imposed by rights holders.
  - c. Affiliate or a third party may record other programs for future broad/cablecast on Channel only if Affiliate has written permission to do so from Free Speech TV or from the producing or distributing entity that holds broad/cablecast rights to said programs.
7. Free Speech TV shall make available to Affiliate via Feed "Access Fridays - Special Programs" on Fridays between 11:00 am Eastern Time (or Eastern Daylight Savings Time) and 9:00 pm Eastern Time (or Eastern Daylight Savings Time).
  - a. "Access Fridays - Special Programs" will not include advertisements, direct fundraising solicitations, or Free Speech TV navigational/promotional spots that refer to specific programs scheduled for future broadcast by Free Speech TV.
  - b. Free Speech TV reserves the right to pre-empt "Access Fridays - Special Programs" to conduct pledge drives or to broadcast content that does not conform to the terms in Paragraph 7. a. above. Free Speech TV shall provide Affiliate with a minimum of two weeks' advance notification of such pre-emption.

8. Affiliate agrees to appoint an Affiliate Liaison with whom Free Speech TV shall correspond regarding changes in retransmission rights, special program offerings, and upcoming pledge drives. The Affiliate Liaison is:

*liaison name:* \_\_\_\_\_

*street address:* \_\_\_\_\_

*city, state zip:* \_\_\_\_\_

*phone #:* \_\_\_\_\_

*email address:* \_\_\_\_\_

Affiliate agrees to notify Free Speech TV in writing within 30 days if the position of Affiliate Liaison is re-assigned to another person.

9. Affiliate agrees to report its regular scheduling of Free Speech TV programming to Free Speech TV. To the best of its ability, Free Speech TV will post this information on its website.
10. If Affiliate fails to re-transmit a minimum of eight hours Free Speech TV programming in any calendar month, Affiliate agrees to discontinue re-transmitting all Free Speech TV programming and to notify Free Speech TV in writing within 30 days of such discontinuation.
11. Free Speech TV has the right to terminate this Agreement with 30 days' written notice to Affiliate. This Agreement shall be terminated immediately upon written notice by Free Speech TV to Affiliate if EchoStar revokes Free Speech TV's right to subdistribute programs on DISH Network, or if EchoStar materially raises the fees Free Speech TV is required to pay for re-transmission of material transmitted on DISH Network.
12. This contract shall become binding when signed by the parties and a signed copy has been provided to Free Speech TV. This contract contains the entire agreement of the parties and no amendment shall be effective except in writing signed by both parties.

Signed and agreed to:

**FREE SPEECH TV**

**AFFILIATE**

By: \_\_\_\_\_  
Than Reeder, Operations Director

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_