

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

**BY-LAW NO. 2012-46**

**By-law authorizing the execution of a Participation Agreement  
between the Town of Amherstburg and Viewpoints with Terry Bradshaw TV Series  
(Launched by U.S. Media Television, Inc.)**

**WHEREAS** under Section 8 of the Municipal Act 2001, S.O., 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

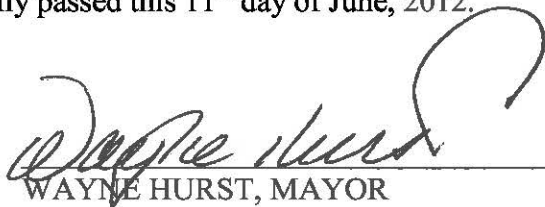
**AND WHEREAS** under Section 9. (1) (a) and (b) of the Municipal Act 2001, S.O., 2001, c. 25, as amended, Section 8 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

**AND WHEREAS** the Council of The Corporation of the Town of Amherstburg deems it expedient to enter into a participation agreement with Viewpoints with Terry Bradshaw TV Series (Launched by U.S. Media Television, Inc.).

**NOW THEREFORE** the Council of The Corporation of the Town of Amherstburg enacts as follows:

1. That the Council of The Corporation of the Town of Amherstburg agrees to enter into a participation agreement with Viewpoints with Terry Bradshaw TV Series (Launched by U.S. Media Television, Inc.)
2. That the Mayor and Clerk are hereby authorized to sign and seal said agreement on behalf of The Corporation of Town of Amherstburg.
3. This By-law shall come into force and take effect immediately upon the final passing thereof.

Read a first, second and third time and finally passed this 11<sup>th</sup> day of June, 2012.

  
\_\_\_\_\_  
WAYNE HURST, MAYOR

  
\_\_\_\_\_  
BRENDA M. PERCY, CLERK

**PARTICIPATION AGREEMENT**

Date:	September 10, 2012	Project No:	VPn-95461 mg/gr
Participant:	Town of Amherstburg, ON	Authorized by:	Mayor and Clerk
Market:	National (See Distribution Checklist)	Associate Producer:	Marc Gottfried
Show:	Viewpoints with Terry Bradshaw	Feature:	5 minute feature

Viewpoints ("PRODUCTION COMPANY"):

- 1) PRODUCTION COMPANY will provide a complete licensed and insured production and scriptwriting team (field production, graphics, music, voice-overs, program editing, set design and lighting) for domestic taping and completion of feature for PARTICIPANT.
- 2) PRODUCTION COMPANY will provide PARTICIPANT with a copy of its segment, and hereby grants the PARTICIPANT complete licensing rights for legal and marketing/promotional purposes.
- 3) This feature will be used on the Viewpoints show airing one (1) time nationally on a national channel to be selected for distribution in the United States that by the nature and size of its audience is best suited to optimize exposure of the feature to a target audience likely to respond to the feature positively, one (1) time nationally on Business News Network in Canada, and 33 times regionally on Regional News Networks in the U.S. and Canada in up to 50 markets as indicated by the Town on the distribution checklists. The feature shall be aired between 6:00 a.m. and 11:00 p.m. EST or in the case of regional airings 6:00 a.m. and 11:00 p.m. local time.
- 4) PRODUCTION COMPANY will include the PARTICIPANT in conjunction with the promotions of the series in any available editorial articles, as well as, press releases distributed to relevant industry organizations targeting consumer and business networking sites.
- 5) PRODUCTION COMPANY represents that the Terry Bradshaw in this Participation Agreement is one and the same as the Fox TV personality and former NFL quarterback and that he will be involved in the voice overs and on air appearance of talent in the segment.
- 6) Content to include, but not limited to: educate viewers on the best places to live, work and play; inform viewers of the quality of life in the Town of Amherstburg and the many amenities that the city has to offer; inform the viewers on the history, lifestyle, education and infrastructure of why this city would be an ideal community to raise a family in a thriving environment; interviews with community representative(s), and third party interviews, if possible.

Town of Amherstburg, ON ("PARTICIPANT"):




- 1) PARTICIPANT will provide input into the scripting by filling out a PARTICIPANT questionnaire, reviewing and signing off on feature outline for accuracy, filling out and approving production schedules and providing literature as well as background information. PARTICIPANT is required to sign off and approve script and final edited segment before going to network. All press releases must be pre-approved by both parties prior to release. PRODUCTION COMPANY will return to PARTICIPANT any literature and B-roll footage they provide for the segment.
- 2) PARTICIPANT understands and acknowledges that the PRODUCTION COMPANY will immediately begin work on certain aspects of the PARTICIPANT'S feature and delegate personnel in association with the development, promotion, scheduling, pre-production and production with the goal to have the script developed within thirty to forty-five days upon PARTICIPANT returning the Editorial Information Form.
- 3) \$24,800 USD is the total scheduling fee. PARTICIPANT will incur no additional cost relating to the parameters of this agreement.
- 4) PARTICIPANT acknowledges and agrees to pay the total scheduling fee as follows: 1/3 due upon script approval, 1/3 due upon receipt of edited segment and 1/3 due upon completion of airings. PRODUCTION COMPANY will refund scheduling fee to PARTICIPANT if all aspects of this agreement are not met by March 2013 assuming PARTICIPANT does not withhold reasonable approvals.
- 5) PARTICIPANT, if appropriate, will provide end user for testimonial, company spokesperson, talent and products for shooting.

The Scheduling Fee shall be paid into an escrow account at a financial institution located in the Town of Amherstburg. The PRODUCTION COMPANY and the PARTICIPANT shall be joint account holders of the escrow account. The Participant shall deposit the Scheduling Fee into the escrow account in accordance with the terms of this Participation Agreement. All disbursements from the escrow account shall require the signatures of authorized representatives of the Production Company and the Participant.

In consideration for the Participant entering into this Participation Agreement, the Production Company represents that it is currently in compliance with all relevant laws in both the United States and Canada. The purpose of this Participation Agreement is to enhance the image of the Participant and the Production Company shall not commit any act or omit to act in any fashion that may harm the reputation of the Participant.

The parties agree that Florida law applies and the jurisdiction and venue for any action regarding this agreement shall lie exclusively in the courts of Broward County, Florida if PARTICIPANT initiates proceedings, likewise, the parties agree that Ontario law applies and jurisdiction and venue for any action shall lie exclusively in the courts of Essex County, Ontario if PRODUCTION COMPANY initiates proceedings.

*Once both parties authorize this agreement, Participant does irrevocably commit to participate in the television program described above and does further agree to provide the questionnaire and literature in a timely manner. All aspects of the agreement will be completed within twelve months or sooner of agreement execution assuming Participant does not withhold reasonable approvals. As stated, Viewpoints and its national television show has no direct affiliation with the networks on which they air. Viewpoints purchases the time through cable providers, networks and/or other media sellers. This agreement contains the full and complete understandings between the parties whether written or oral, pertaining thereto, and cannot be modified except by a written instrument signed by each party hereto.*

	Wayne Hurst Mayor	Sept 26/12
Authorized Representative - Participant	Company / Position / Print name	Date
	Town Amherstburg Brenda Percu Clerk	Sept 26/12
Authorized Representative - Participant	Company / Position / Print name	Date
	PAUL SCOTT	9-19-2012
Viewpoints Representative	CEO of Viewpoints	Date