

KZUM Studios Podcast Partners Program  
Producer Agreement

xProducers accepted into the KZUM Podcast Partners program agree to the below terms:

- I. Producer attests that she/he/they holds the copyright to all content associated with the Podcast or has secured the rights to use the content if created and/or copyrighted by other parties.
- II. Producer hereby grants KZUM a non-exclusive right to distribute all or part of the Podcast through any and all distribution platforms permitted by law. Producer may, at Producer's own discretion, distribute Podcast content as he/she/they sees fit. If Producer or KZUM terminates Producer's participation in KZUM Studios Podcast Partners program, KZUM may continue to distribute content that was produced when Producer was part of the Podcast Partners program.
- III. KZUM has no obligation to maintain Producer's content for any period of time and may elect to cease hosting, distribution and promotion of Podcast at any time.
- IV. If Producer agreement is terminated by either party, Producer shall, at KZUM's request, remove all audio logos and announcements, pre-roll, mid-roll and post-roll announcements referencing KZUM or the sponsors of KZUM.
- V. Producer agrees that she/he/they will be responsible for all guests admitted to the KZUM facilities and for treating KZUM facilities, equipment and property with respect and proper care.
- VI. Producer agrees to commit to working with KZUM staff to establish a regular production schedule. Producer may be removed from the program if more than four weeks pass without publishing a new Podcast episode.
- VII. Producer agrees to produce a two-episode pilot before Podcast is published. After two episodes, either party may terminate the Producer's participation the the Podcast Partners program. If, after two episodes, Producer and KZUM mutually agree that Producer shall remain a part of the Podcast Partners program, Producer's participation will continue until either party notifies the other in writing that said party is terminating Producer's participation.
- IIX. Producer agrees to include required pre-roll, mid-roll and post-roll audio elements in Podcast episodes produced as part of the Podcast Partners program, including messages crediting KZUM, the KZUM Studios Podcast Partners program, underwriting, advertisements and other messages as required. The KZUM program director will inform producer of required announcements and provide audio files or scripts.
- IX. Any revenue generated from advertisements or underwriting placed in Podcasts produced through the Podcast Partners program will solely be paid to KZUM, except at KZUM's discretion.
- X. KZUM agrees to provide shared technical and infrastructure resources to Producer for the production, distribution and promotion of Podcast, including but not necessarily limited to

Soundcloud, podcast distribution services and KZUM.org; reasonable access to KZUM's production studios and equipment; and adequate training and assistance. Digital resources such as Soundcloud and other distribution platforms and KZUM.org will be accessed only by KZUM staff except at KZUM's discretion.

XI. Producer hereby grants KZUM a non-exclusive right to distribute other marks and materials related to the Podcast for marketing, promotions and engagement purposes.

XII. Producer hereby releases KZUM, its officers, directors, agents and employees from any and all claims arising from distribution of Podcasts or related materials or the use of the name of the Producer in connection with such distribution.

XIII. Producer releases, indemnifies and holds harmless KZUM from any financial or legal claims during Producer's participation in Podcast Partners program or subsequent to Producer's departure from Podcast Partners program.

XIV. It is agreed upon by both parties that Producer is engaged in a volunteer podcast producer status and is neither an employee of KZUM or a volunteer on-air programmer.

XV. Either party may terminate Producer's participation in the Podcast Partners program at any time. KZUM reserves the right to terminate Producer's participation in the program due to any violation of this agreement, editorial considerations or to protect the organization from liability.

XVI. Producer agrees to all of the above with no expectation of financial compensation or other material benefit or any other benefit not explicitly outlined above.

**Podcast Name:** \_\_\_\_\_

**Production schedule:** New episode every \_\_\_\_\_ days/weeks

**Producer:**

Name: \_\_\_\_\_

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

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

**KZUM Program Director:**

Name: \_\_\_\_\_

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

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