



Dear Affiliate,

The 2017 contract requirements have not changed from 2016. The IMS Radio Network for 2017 will require stations to carry the **Indianapolis 500**<sup>®</sup>, the **Brickyard 400**<sup>®</sup> and a minimum of three (3) **Verizon IndyCar Series**<sup>®</sup> races for a “no fees” basis.

If your station is unable to carry the Indianapolis 500, the Brickyard 400<sup>®</sup> and a minimum of three (3) Verizon IndyCar Series races, the Network will allow you to carry the Indianapolis 500, the Brickyard 400<sup>®</sup> and pay the IMS Radio Network a fee of \$500.00. 50% of the \$500.00 payment is due at the time you fill out the agreement online or with the return of your agreement and the remaining 50% due by May 1, 2017. Fees are to be made payable to: “IMS Radio Network.”

The IMS Radio Network will offer additional support programming for the Indianapolis 500 and the Brickyard 400<sup>®</sup>.

The Radio Network will provide two (2) General Admission race tickets (*no assigned seat*) and 20 qualification tickets to stations carrying the Indianapolis 500<sup>®</sup> and/or the Brickyard 400<sup>®</sup>. Ticket requests are online with your contract at ***contracts.indycarradio.com***

The Radio Network also provides website access for promos. For affiliates carrying all of the Verizon IndyCar<sup>®</sup> Series races, the Network will offer station interviews, custom promos and other Verizon IndyCar<sup>®</sup> Series race tickets and race week promotional opportunities subject to availability.

We encourage you to go online and listen to the archived races from the 2016 season at ***indycarradio.com/podcasts***. The IMS Radio Network is looking forward to an exciting 2017 and we greatly appreciate all that our affiliates have done for us in the past.

**ATTENTION PERFORMANCE RACING NETWORK (PRN) AFFILIATES:** You must have a contract with the IMS Radio Network to carry NASCAR's Brickyard 400 broadcast on July 23rd. Your PRN contract does NOT grant you permission to carry the NASCAR Sprint Cup race nor the XFINITY Series race that same weekend (July 22-23). For permission to carry the Brickyard 400 Sprint Cup race and/or the XFINITY Series race(s) run at the Indianapolis Motor Speedway, please complete this contract.

If you have any questions, please call me at (317) 523-6179 or email me at ***wleavitt@brickyard.com***. Be advised that Morgan Barbour ([mbarbour@imsptv.com](mailto:mbarbour@imsptv.com)) is no longer with the IMS Radio Network, so please make me your primary contact. Thank you!

Sincerely,

Wally Leavitt  
Network General Manager  
[wleavitt@brickyard.com](mailto:wleavitt@brickyard.com)  
317-492-8729

# 2017

## INDIANAPOLIS MOTOR SPEEDWAY RADIO NETWORK BROADCAST AGREEMENT

### ONE STATION PER CONTRACT

This agreement is entered into, between Indianapolis Motor Speedway Radio Network, a division of Indianapolis Motor Speedway, LLC, an Indiana Limited Liability Company, herein after referred to as ('Network') and

\_\_\_\_\_  
*Company Name*

d/b/a radio station \_\_\_\_\_ of \_\_\_\_\_ herein after  
*Call Letters* *FCC Granted City of License\** *State*

Referred to as ('Station'), agree as follows:

1. Station agrees to broadcast, over the radio broadcast facilities specified above and on page 4, the live coverage of each 2017 Event selected by Station on pages 3 of this Agreement (the "Selected Events"), as transmitted by Network.
  2. If for any reason any Selected Event is rescheduled, postponed, suspended, or otherwise not officially completed, as determined by the rules and rulings of the race sanctioning body or other governing authority for that Event, on the date and time set forth in this Agreement, then all provisions of this Agreement will remain in full effect for and on the day(7) and time(s) such Event is run and until it is officially completed. If any Selected Event is officially terminated or canceled, the broadcast for that Event will be considered complete and Network's and Station's obligations hereunder will be deemed fulfilled with respect to that Event. Network reserves the right to cancel the broadcast of any Event for any reason and upon such cancellation, neither party will have any further obligations with respect to that Event.
  3. Except as set forth below, Network will provide all Selected Events to Station by means of satellite transmission, unless Network determines that it is necessary or appropriate to use another means of transmission. Any expenses, for equipment or otherwise, related to the reception of the satellite transmission or other means of transmission will be borne by Station.
  4. In exchange for Station broadcasting the Selected Events in accordance with this Agreement, Network will permit Station to broadcast Station-originated content, which may include commercial messages, during Network-provided commercial breaks in the coverage of each Selected Event. Network reserves the right to determine the precise time and duration of each break and the total number of breaks. Network will provide to Station in advance a Commercial Format containing the schedule of breaks for each Selected Event. This Agreement, unless amended, does not require any cash payments to be exchanged for the broadcast rights granted herein.
  5. Station will identify IMS Radio Network as the originator of the broadcasts in all of Station's advertisements, in any advertising media, for its broadcast of Selected Events.
  6. Station will provide a notarized affidavit as proof of performance of this Agreement to Network upon request.
  7. This Agreement is subject to force majeure and is contingent upon strikes, accidents, acts of God, war, terrorism, civil strife, inability to secure labor, fire, applicable regulations, restrictions or rulings enforced by any government or governmental agency, or other delays beyond the control of the parties.
  8. Station will not delete from its broadcast any portion of a Selected Event, including without limitation all Network commercials and all Network Identification, production credit and rebroadcast restriction announcements. Station will not make any addition to the Network's feed of an Event to Station, except during the above/mentioned Network-authorized breaks, without the prior written consent of Network. Portions of programming up to 2 minutes in length may be used in "regularly scheduled" news or sports reports. For such portions, the Network will receive an "on-air credit." Station will not otherwise record, rebroadcast, retransmit, or make any use of the Event transmission provided by Network, except as specifically permitted under this Agreement.
  9. Network reserves the right to license the radio broadcast of events not selected by station under this Agreement, to any other station selected by network, including stations from its FCC city of license.
  10. This Agreement may not be assigned by Station in whole or in part without written consent of Network. This Agreement, including other documents referenced herein, constitutes the entire agreement between the parties regarding the year's Events and cannot be amended except by their mutual written agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana, without regard to its provisions for conflicts of laws.
  11. Acceptance of Station by Network as a broadcaster of Selected Events is subject to the final decisions of Network, as follows: Station must promptly return this Agreement to Network for acceptance or rejection by Network. If accepted by Network, a copy of this Agreement will be returned to Station by the Network.
  12. Network reserves the right to terminate this Agreement, with or without cause, upon notice to Station. Such termination will not affect Network's rights under this Agreement as to acts or omissions of Station occurring prior to termination.
  13. Station will indemnify and hold harmless Network, its officers, directors, agents, employees and advertisers (including advertising agencies) from any and all suits, claims, liabilities, damages, costs, reasonable attorney's fees and expenses arising from the broadcast or other use of any material furnished by Station with respect to or in connection with the broadcast of the Selected Events by Station; or arising out of acts or omissions of Station or its officers, directors, agents, employees, contractors, or subcontractors.
  14. Station will give network prompt notice of any changes regarding the location of its office, transmitter, power, frequency, hours of operation or telephone numbers occurring during the agreement length.
  15. Station warrants that all information which it filled in on pages 2 and 4 of this Agreement is complete and accurate and consistent with the station's FCC License.
  16. THERE IS NO RENEWAL GUARANTEE. This Agreement represents the entire Agreement, either in writing or orally. All prior negotiations and understandings are abandoned or incorporated within.
- \* City of FCC License as shown in the current Broadcasting and Cable Yearbook.

Station agrees to carry the INDIANAPOLIS 500 (Sunday, May 28, 2017, 11:00 AM – 4:00 PM – 28 local avails; 65 seconds) and the BRICKYARD 400 (Sunday, July 23, 2017, 2:00 – 7:30 PM – 28 local avails; 65 seconds)  
**PLUS**, Station agrees to remit \$500.00 fee payable to "IMS Radio Network", due \$250.00 with the contract and \$250.00 by May 1, 2017.

**\*\*\* OR \*\*\***

Station agrees to carry the INDIANAPOLIS 500 (Sunday, May 28, 2017, 11:00 AM – 4:00 PM – 28 local avails; 65 seconds) and the BRICKYARD 400 (Sunday, July 23, 2017, 2:00 – 7:30 PM – 28 local avails; 65 seconds)

**PLUS**, Station agrees to carry a minimum of three (3) of the following 2017 VERIZON INDYCAR SERIES races.

Check  for races that your station will carry (minimum of 3).

Check  for additional programming (these are NOT IndyCar races).

**\*\*\***

<input type="checkbox"/>	<b>ST. PETERSBURG</b>	<b>Sunday Afternoon</b>	<b>MARCH 12</b>	<b>12 - 3 PM</b>	<b>14 local avails (65 seconds)</b>
<input type="checkbox"/>	<b>LONG BEACH</b>	<b>Sunday Afternoon</b>	<b>APRIL 9</b>	<b>4 - 7 PM</b>	<b>14 local avails (65 seconds)</b>
<input type="checkbox"/>	<b>BARBER</b>	<b>Sunday Afternoon</b>	<b>APRIL 23</b>	<b>3 - 6 PM</b>	<b>14 local avails (65 seconds)</b>
<input type="checkbox"/>	<b>PHOENIX</b>	<b>Saturday Night</b>	<b>APRIL 29</b>	<b>9 - 12 PM</b>	<b>14 local avails (65 seconds)</b>

INDYCAR GRAND PRIX QUALS FRI May 12 4:15 - 5:35 PM 7 local avails (65 seconds)

<input type="checkbox"/>	<b>IGP OF INDPLS</b>	<b>Saturday Afternoon</b>	<b>MAY 13</b>	<b>3 - 6 PM</b>	<b>14 local avails (65 seconds)</b>
<input type="checkbox"/>	INDY QUALS 1 FIRST 2 HOURS	SAT	May 20	11 AM - 1 PM	10 local avails (65 seconds)
<input type="checkbox"/>	INDY QUALS FINAL 90 MIN	SAT	May 20	4:30 - 6 PM	7 local avails (65 seconds)
<input type="checkbox"/>	INDY QUALS FAST NINE	SUN	May 21	2 - 6 PM	20 local avails (65 seconds)
<input type="checkbox"/>	CARB DAY—FREEDOM 100	FRI	May 26	11 AM - 1:30 PM	10 local avails (65 seconds)

(CHECK ABOVE)	<b>INDY 500</b>	<b>Sunday</b>	<b>MAY 28</b>	<b>11 AM - 4 PM</b>	<b>28 local avails (65 seconds)</b>
<input type="checkbox"/>	<b>DETROIT</b>	<b>Saturday Afternoon</b>	<b>JUNE 3</b>	<b>3 - 6 PM</b>	<b>14 local avails (65 seconds)</b>
<input type="checkbox"/>	<b>DETROIT</b>	<b>Sunday Afternoon</b>	<b>JUNE 4</b>	<b>3 - 6 PM</b>	<b>14 local avails (65 seconds)</b>
<input type="checkbox"/>	<b>TEXAS</b>	<b>Saturday Night</b>	<b>JUNE 10</b>	<b>8 - 11 PM</b>	<b>14 local avails (65 seconds)</b>
<input type="checkbox"/>	<b>ROAD AMERICA</b>	<b>Sunday Afternoon</b>	<b>JUNE 25</b>	<b>12:30 - 3:30 PM</b>	<b>14 local avails (65 seconds)</b>
<input type="checkbox"/>	<b>IOWA</b>	<b>Sunday Evening</b>	<b>JULY 9</b>	<b>5 - 8 PM</b>	<b>14 local avails (65 seconds)</b>
<input type="checkbox"/>	<b>TORONTO</b>	<b>Sunday Afternoon</b>	<b>JULY 16</b>	<b>3 - 6 PM</b>	<b>14 local avails (65 seconds)</b>
<input type="checkbox"/>	<b>MID-OHIO</b>	<b>Sunday Afternoon</b>	<b>JULY 30</b>	<b>3 - 6 PM</b>	<b>14 local avails (65 seconds)</b>
<input type="checkbox"/>	<b>POCONO</b>	<b>Sunday Afternoon</b>	<b>AUGUST 20</b>	<b>2 - 6 PM</b>	<b>18 local avails (65 seconds)</b>
<input type="checkbox"/>	<b>GATEWAY</b>	<b>Saturday Night</b>	<b>AUGUST 26</b>	<b>9 - 12 PM</b>	<b>14 local avails (65 seconds)</b>
<input type="checkbox"/>	<b>WATKINS GLEN</b>	<b>Sunday Afternoon</b>	<b>SEPT 3</b>	<b>1 - 4 PM</b>	<b>14 local avails (65 seconds)</b>
<input type="checkbox"/>	<b>SONOMA</b>	<b>Sunday Evening</b>	<b>SEPT 17</b>	<b>6:30 - 9:30 PM</b>	<b>14 local avails (65 seconds)</b>

**\*\*\***

### NASCAR PROGRAMMING

<input type="checkbox"/>	Monster Energy Cup Qualifying	SAT	July 22	6 - 7:30 PM	4 local avails (65 seconds)
<input type="checkbox"/>	XFINITY Race	SAT	July 22	3 - 6 PM	16 local avails (65 seconds)

(CHECK ABOVE) **BRICKYARD 400** **Sunday Afternoon** **JULY 23** **2:00 - 7:30 PM** **28 local avails (65 seconds)**

**ALL TIMES LISTED ARE EASTERN (EDT). SCHEDULE SUBJECT TO CHANGE.**

