

**Kentucky Educational Television Foundation, Inc.
600 Cooper Drive
Lexington, KY 40502**

Department: **Programming**

Budget Code:

Funding Source: **Grant from the Community
Foundation of Louisville, Inc.**

Encumbrance
Amount: **\$58, 950.00**

This Contract
is Effective: **November 1, 2012***

And Expires: **November 1, 2013**

Contract For: **ParkerLaneLLC
716 E. Market Street
Louisville, KY 40202**

AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of November, 2012 by and between **Kentucky Educational Television Foundation, Inc.**, 600 Cooper Drive, Lexington, KY, 40502, hereinafter referred to as the **Foundation**, and **ParkerLaneLLC**, hereinafter referred to as the **Contractor**.

RECITALS

WHEREAS, the Foundation desires to have the following services performed on its behalf; and

WHEREAS, the Foundation has concluded that KET Foundation personnel are not available to perform said service or it would not be feasible to utilize KET Foundation personnel to perform said services; and

WHEREAS, the Contractor is available and is qualified to perform said service; and

WHEREAS, for the herein before stated reason, the Foundation desires to avail itself of the services of the Contractor;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the Foundation and the Contractor:

SECTION 1. DESCRIPTION OF SERVICES

The Contractor will perform the services described as follows:

Produce a one-hour (56:40) program on the history of the Kentucky Military Institute. Contractor will work with the Kentucky Military Institute Alumni Association Board of Directors to plan the scope and specifics of the production, and will provide updates to the board throughout the course of the project. Contractor will shoot, edit and deliver said KMI program to KET for broadcast.

Program must conform to PBS editorial and technical standards and be captioned. KET, in conjunction with the KMI Alumni Association Board of Directors, will have approval over rough and final cuts of the production.

Production will be completed by November 1, 2013. Contractor shall deliver the work to Craig Cornwell, Director of Programming, KET.

SECTION 2. COMPENSATION

Payment to the Contractor shall be made as follows: In consideration for the services to be performed by Contractor, Foundation agrees to pay a total of \$58,950.00, which is the projected base cost, plus the cost of additional expenses and/or services in four payments, the first payment of \$5,000.00 upon the signing of this agreement; the second payment of \$13,950.00 upon the completion of principal photography; the third payment of \$15,000.00 upon delivery of the rough cut; and the fourth and final payment

of \$25,000 upon final delivery of said work. Invoices for any additional expenses and/or services will be paid upon receipt of invoices from the Contractor.* Invoices with description of work completed and the contractor's federal tax ID number, shall be submitted for payment for each element of the work completed. Payment will be made within 15 days of receipt of invoice.

***All payments made to contractor are based on receipts from monies given to KET from the Kentucky Military Institute Fund, a component fund of the Community Foundation of Louisville, Inc. Since these monies are contingent on contributions, the payment schedule may be altered based on receipt of said contributions. Contractor will not be held to established completion date if the payment schedule is altered. Furthermore, if the total amount of monies is not received from the Community Foundation of Louisville, KET and contractor will revise the contract and the scope of the work.**

The Contractor agrees that such sums shall be the full compensation for their services hereunder unless otherwise stated herein.

SECTION 3. SOCIAL SECURITY

This section does not apply to independent contractor status.

SECTION 4. LIABILITY

Foundation and Contractor mutually agree to indemnify each the other for any and all liability or loss arising in any way out of the performance of their respective obligations under this contract. The work to be performed under this contract will be entirely at the Contractor's risk.

SECTION 5. DURATION

The Term of this Agreement shall commence on the date set forth herein above and shall continue through November 1, 2013. The Term of the Agreement may be extended at Foundation's option. Either party may cancel this contract upon ten days (10) written notice.

SECTION 6. INTEGRATION AND MODIFICATION

This agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous agreements between the parties. There may be no modification of this agreement, except in writing, executed with the same formality as this instrument.

SECTION 7. DISCRIMINATION

It is the strict policy of the Foundation to comply with state and federal prohibitions against discrimination because of race, religion, color, national origin, sex, age or handicap in the selection of the contracting parties. Contractor agrees that s/he will comply with all state and federal prohibitions against discrimination because of race, religion, color, national origin, sex, age, or disability in all of his employment practices.

SECTION 8. CONFLICT OF INTEREST LAWS AND PRINCIPLES

By his/her signature, the Contractor certifies that s/he is legally entitled to enter into this contract with the Kentucky Educational Television Foundation, Inc., and by holding and performing this contract will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990), or KRS 22A.040 of the Executive Branch Code of Ethics, relating to the employment of former public servants.

Contractor hereby agrees that the Kentucky Military Institute Alumni Association shall forever own the *KMI* project and all copyrights therein. Duties performed under this contract shall be considered a 'work for hire.' Contractor hereby irrevocably assigns to the Kentucky Military Institute Alumni Association all right, title, and interest in and to all copyrights in the works in and for the *KMI* project. The Kentucky Military Institute Alumni Association shall have the right to assign its rights in and to the *KMI* project to others and to further market, sell and distribute the materials in any manner whatsoever.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

KENTUCKY EDUCATIONAL TELEVISION FOUNDATION, Inc.

BY: _____
Linda Hume

TITLE: KET Senior Director, Finance & Administration DATE: _____

CONTRACTOR:

BY: _____

TITLE: _____

DATE: _____

ADDRESS: _____

TAX ID NUMBER: _____

Funds Available:

Business Office _____

Date: _____

CONTRACT ADDENDUM

Between Kentucky Educational Television Foundation, Inc. and

(Contractor)

The undersigned hereby certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performances of this contract, has contributed more than the amount specified in KRS 121.056(2) to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury that neither he/she or the Company which he/she represents has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her of the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

CONTRACTOR (Second Party)

(Signature)

(Title)

(Name of Company or Corporation)

State of _____

County of _____

The foregoing statement was acknowledged and sworn to before me this _____ day of _____, 200__, by _____.

Notary Public

My commission expires: _____