

1. **Compensation.**

(a) **Salary.**

- (i) **Defined.** The Reporter's salary is \$100,000 per year or approximately \$1923.07 per week (the "Salary").
- (ii) **Payment.** Each week and by certified check, the Station shall pay the Reporter her Salary.

(b) **Bonus.**

- (i) **Defined.** If the Reporter averages three or more aired segments per week in any year, then the Reporter's bonus is \$25,000 (the "Bonus").
- (ii) **Payment.** The Station shall pay the Reporter her Bonus by certified check no later than one week after December 31.

2. **Term.**

- (a) **Term.** This Agreement's term begins January 1, 20X6 at midnight and ends December 31, 20X7 at midnight, unless terminated under Section 3.

(b) **Extension.**

- (i) **Notice.** If the Station wants to extend this Agreement's Term, it must notify the Reporter in writing no later than 90 days before the Term's end. Upon receiving this notice, the Reporter shall acknowledge its receipt in writing.

- (ii) **Exclusive Negotiation.** The Reporter shall negotiate with the Station exclusively and in good faith for a period of thirty, consecutive days beginning the day after the Reporter acknowledges its receipt of the Station's notice. Until this thirty-day period expires, the Reporter shall not negotiate with any third party.
- (iii) **Failed Negotiations.** If the parties do not reach an agreement during Section (3)(b)(ii)'s exclusivity period, the Reporter may negotiate with any third party until the Term expires.
- (iv) **Matching Offer.**

 - (A) **Generally.** If the Term has not expired and the Reporter wishes to accept a third-party's offer, then

 - (1) the Reporter must notify the Station, in writing, of the offer's terms no later than three days after deciding to accept the offer;
 - (2) the Station must notify the Reporter of its matching offer no later than three days after receiving her offer's terms; and
 - (3) the Reporter shall accept or deny the Station's offer within three days after receiving the matching offer.

(B) New or Updated Offers. For each third-party offer the Reporter receives before the Term expires, the parties will repeat Section (3)(b)(iv)(A) until the Reporter accepts an offer or matching offer.

(C) Term Expiration. If the Term expires during this Section's process, neither party has any further rights nor obligations under this Agreement.

3. **Termination.**

(a) **Termination, Generally.** If a party terminates this Agreement under Section 4(b), this Agreement is terminated immediately and neither party has any further rights nor obligations under this Agreement. Otherwise, either party may terminate this Agreement if the other party breaches this Agreement and has not cured the breach after notice and a 30-day opportunity to cure.

(b) **Termination for Cause.** The Station may terminate the Reporter's employment at any time without notice or an opportunity to cure for "cause." The following is a non-exhaustive list of examples of "for cause":

- (i) Using, possessing, selling, or distributing intoxicants, illegal drugs or controlled substances on the Station's property or violating the Station's Drug and Alcohol Abuse Policy.

- (ii) Dishonesty or deceit that materially adversely affects this Agreement or the Station.
- (iii) Conduct punishable as a felony under state or federal law;
- (iv) Conduct that could jeopardize Station's license to operate.
- (v) Violation of any material Federal Communications Commission rule or regulation.
- (vi) Continued violation of the Station's absenteeism policy.

The Station shall decide in its sole discretion whether particular conduct constitutes "cause," but it shall not exercise that discretion arbitrarily, capriciously, or in violation of law.

- (c) **Termination without Cause.** The Station may terminate the Reporter's employment if the Reporter breaches this Agreement for any of the following a non-exhaustive list of examples of "for cause":

- (i) Misconduct.
- (ii) Insubordination.
- (iii) Failure to perform assigned work in a satisfactory manner.
- (iv) On-air obscenity or impropriety, oral or visual.
- (v) Violation of any policy in the Station's Employee Handbook.
- (vi) Conduct involving moral turpitude.
- (vii) Any action involving a breach of the terms of this Agreement.

(viii) The Reporter's failure to conduct herself with due regard to social conventions, public morals, and decency.

(ix) Incompetence.

(d) **Death or Disability.**

(i) **Defined.** If the Reporter dies or becomes permanently disabled, this Agreement terminates effective at the end of the calendar month during which her death occurs or when her disability becomes permanent.

(ii) **Payment.** The Station shall pay the Reporter's designated beneficiary her Salary owed until the date of termination in Section 4(d)(i).