

LPFM100 License Sharing Agreement between  
Heritage Christian School and  
Western Oregon Radio Club

THIS AGREEMENT made this 24 day of April, 2004, by and between Heritage Christian School ("HCS"), a corporation incorporated in and under the laws of the state of Oregon having its principal office at 1679 SE Enterprise Circle, Hillsboro, Oregon 97123 , Phone 503-640-1027, and

Western Oregon Radio Club ("WORC"), a 501(c3) non-profit corporation incorporated in and under the laws of the state of Oregon, conducting business through: 9115 SW 176<sup>th</sup> Avenue, Beaverton OR 97007, Phone 503-642-9115. An Amateur Radio Relay League (ARRL) Affiliated Club,

as follows:

- 1) **Whereas HCS and WORC each have an interest in acquiring an LPFM100 radio station broadcasting license for FM Broadcast channel number 242 (96.3 MHz) from the US Federal Communications Commission ("FCC"),**
- 2) **And in order to improve their opportunity to qualify for said license application, HCS and WORC agree to combine their applications and qualifying points in the manner specified by the LPFM100 licensing process as defined by the FCC, therefore,**
- 3) **HCS and WORC do hereby agree to the following terms of cooperation and collaboration to acquire said broadcasting license and to jointly operate a radio station under the terms of that license.**
- 4) **Statement of Purpose for Broadcasting License, and Protection of Reputation in the Community:**
  - a) As stated in it's original LPFM100 license filing, HCS has as it's purpose the development of a radio station as an educational outreach to the local community carrying explicitly Christian content, academic content, entertainment content, and community service content. In all cases, whether said content is explicitly Christian or not, HCS requires that all content on this radio station at all times must be consistent with and never antithetical to a Christian worldview and values.
  - b) WORC intends to produce educational, entertainment, vocational information, community service content, and material of interest to the amateur radio community, and to promote community understanding of the goals of amateur radio, those being to provide emergency communications services to the community, and to advance the state of the art of radio.

- c) Understanding that HCS – as an explicitly Christian school – must protect its image and reputation in the community, WORC understands that all program content created by WORC must be consistent with a Christian worldview and values as defined by HCS even though said content may not be explicitly Christian, and that in no event shall vulgar language or behavior, or other content of an “adult” or offensive nature be aired at any time on the broadcast station covered by this license. WORC agrees to routinely consult with HCS in advance about all new types of program content planned for broadcast, and to abide by the decisions of the HCS Board of Trustees in said matters. These terms notwithstanding, HCS believes and expects that any broadcast program content consistent with the traditional best spirit and goals of amateur radio is likely to be completely acceptable to the HCS Board.
- d) Both parties to this agreement agree to take steps to insure that all persons operating the radio station shall be required to become familiar with the pertinent FCC regulations, and shall take reasonable steps to insure that these regulations shall be strictly adhered to at all times.
- e) Similarly, both parties agree in spirit that they shall do nothing that would reflect badly on the reputation of the other party.

#### **5) Unanimous Agreement of Both Boards Required**

- a) WORC and HCS only agree to be bound to the terms of this agreement by and with the unanimous consent of the boards of trustees of both parties.

#### **6) Termination:**

- a) Either party may terminate this agreement unilaterally at any time by a vote of their Board of Trustees.
- b) In the event of termination of this agreement, unilaterally or by mutual consent, neither party shall become liable for any damages or other consequences to the other party arising from the termination.

#### **7) Both Parties Remain Separate Entities**

- a) Notwithstanding any terms of this agreement both parties shall remain independent entities and neither party shall become bound to the other except as stated herein for the purposes of acquiring a radio station license, sharing the jointly operated radio station, and for such term as both boards agree to do so.
- b) In no event shall any terms of this agreement be deemed as allowing either party to act or speak on behalf of the other.
- c) In no event shall any terms of this agreement be deemed as indebting either party to the other in real property, financially, by invested time, or in any other way.

## 8) Shared Interest and Terms of Cooperation and Collaboration:

- a) Consistent with the terms of this agreement, HCS and WORC agree mutually to make such contributions to the radio station as their Boards independently determine that they are able to, both parties desiring that the station succeed and become operational, but nothing in this agreement shall obligate either party to any particular level of support, either financially, materially, by invested time, or support of any other kind.
- b) In the event of dissolution of this agreement all assets and property brought to the joint project by either party shall remain the property of the party who contributed it, and may if it chooses make said assets available to the other party by whatever terms the Boards shall mutually agree to.
- c) In the event that either party decides to relinquish their interest in the station, the relinquishing party agrees to give the other party first right of refusal to their license rights under whatever terms are agreed by the board of the relinquishing party, and are acceptable under the then prevailing FCC regulations.
- d) WORC and HCS agree to an initial time sharing arrangement whereby WORC will operate the station from 6:00pm local time until 6:00am local time, and HCS will operate the station from 6:00am local time until 6:00pm local time. This time sharing arrangement is preliminary and subject to renegotiation at any time.
- e) Both parties agree to share the radio station broadcast air-time in whatever fashion their Boards shall mutually agree to, without necessarily requiring that the time sharing be strictly equal amounts of time, but permitting equal sharing if that is what they mutually agree to, subject to acceptability under the prevailing FCC regulations.

## 9) Construction, Severability, Arbitration, and Notices:

- a) The terms of this agreement shall be construed according to the laws of the State of Oregon.
- b) If any term of this agreement is determined to be unenforceable, the parties agree that the rest of this agreement shall remain in full force and effect.
- c) **DISPUTES AND ARBITRATION** - Any dispute or claim that arises out of or that relates to this agreement, or to the interpretation or breach thereof, shall be resolved by arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc., or other mutually agreed arbitration service, and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The parties acknowledge that mediation helps parties settle their dispute and any party may propose mediation whenever appropriate through Arbitration Service of Portland or any mediator selected by the parties.

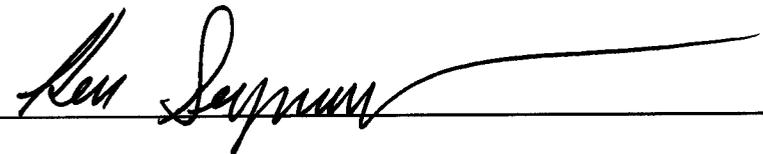
d) **NOTICES** - All notices or other communications by either party to the other shall be both by email and in writing and shall be effective upon personal delivery or if sent by mail three (3) business days after deposited in the United States mail, first class postage, prepaid, Registered or Certified, and all such notices given by mail shall be sent and addressed as indicated herein until such time as another address is given by notice pursuant to this provision.

10) **IN WITNESS WHEREOF** the following parties hereto have executed this agreement by and with the authorization of their respective Board of Trustees:

For HCS:  
Signature: 

Print Full Name: THOMAS R. SCOTT

CHAIRMAN - RADIO STATION SUBORDINATE  
HERITAGE CHRISTIAN SCHOOL  
Title: BOARD OF TRUSTEES Date: 4/9/2004

For WORC:  
Signature: 

Print Full Name: KEN SEYMOUR

Title: VICE PRESIDENT Date: 4/9/04