

# Commercial Contract

## Agreement for Broadcasting and Use of Production Facilities



**Small and Medium Enterprises Development Authority**

**Ministry of Industries & Production**

**Government of Pakistan**

[www.smeda.org.pk](http://www.smeda.org.pk)

**HEAD OFFICE**

4th Floor, Building No. 3, Aiwan-e-Iqbal Complex, Egerton Road,  
Lahore

Tel: (92 42) 111 111 456, Fax: (92 42) 36304926-7  
[helpdesk@smeda.org.pk](mailto:helpdesk@smeda.org.pk)

<b>REGIONAL OFFICE PUNJAB</b>	<b>REGIONAL OFFICE SINDH</b>	<b>REGIONAL OFFICE KPK</b>	<b>REGIONAL OFFICE BALOCHISTAN</b>
3 <sup>rd</sup> Floor, Building No. 3, Aiwan-e-Iqbal Complex, Egerton Road Lahore, Tel: (042) 111-111-456 Fax: (042) 36304926-7 <a href="mailto:helpdesk.punjab@smeda.org.pk">helpdesk.punjab@smeda.org.pk</a>	5 <sup>TH</sup> Floor, Bahria Complex II, M.T. Khan Road, Karachi. Tel: (021) 111-111-456 Fax: (021) 5610572 <a href="mailto:helpdesk-khi@smeda.org.pk">helpdesk-khi@smeda.org.pk</a>	Ground Floor State Life Building The Mall, Peshawar. Tel: (091) 9213046-47 Fax: (091) 286908 <a href="mailto:helpdesk-pew@smeda.org.pk">helpdesk-pew@smeda.org.pk</a>	Bungalow No. 15-A Chaman Housing Scheme Airport Road, Quetta. Tel: (081) 831623, 831702 Fax: (081) 831922 <a href="mailto:helpdesk-qta@smeda.org.pk">helpdesk-qta@smeda.org.pk</a>

**November 2019**

**Legal Services, SMEDA-PUNJAB**

The Legal Services (LS) is a part of Punjab office of the Small Medium Enterprises Development Authority (SMEDA) and plays a key role in providing an overall facilitation and support to the small and medium businesses. Information dissemination among the SMEs on the existing legal & regulatory environment and business to business and business to client contracting is of paramount importance and plays a pivotal role in their sustainable development.

**The Need for Commercial Contracts Templates**

In an increasingly complex and competitive industry, it is vital that suppliers and purchasers are fully protected against legal and commercial risks. To counter such risks, a viable solution; available as of the shelf commercial contract templates will provide the users with ready to use support. With obligations properly set out and liabilities accurately defined, the users will be in a far better position to look after their rights and interests and move forward from their marginalized positions to being active players of the economy. The Legal Service Providers can equally take benefit of these templates for their professional and business development.

**Disclaimer**

The information contained in this template is meant to facilitate the businesses in documenting transactions. However, SMEDA, accepts no responsibility and expressly disclaim any and all liabilities for any and all losses/shortfalls caused by or motivated by recommendations from the information contained within this document. Although SMEDA's ambition is to provide accurate and reliable information; yet, the document is not an alternative to expert legal advice and should ideally be used in conjunction with the same. Any person using this document and or benefiting from the information contained herein shall do so at his/her own risk and costs and be deemed to have accepted this disclaimer.

All information contained in this document may be freely used provided that relevant acknowledgement is accurately quoted with each usage.

## Agreement for Broadcasting and Use of Production Facilities

**This Agreement is** executed at (Place) ----- on this (Day) -----  
----- of (Month) ----- (Year) -----.

### Between

**1. ABC,** company is a company incorporated in ----- (country name)  
and having its principal offices at ----- (address),

### And

**2. XYZ TV,** is a company incorporated in ----- (country name) and  
having its principal offices at ----- (address),

### WHEREAS

**A-** XYZ TV is a TV channel engaged in the broadcasting of television programs  
and also has its own production house equipped with production facilities.

**B-** ABC, company is a company engaged in the business of production of  
television program(s) having limited in house production facilities.

### And

Wishes to use, or acquire the use of certain facilities, capabilities and resources  
from XYZ TV including broadcast air time on the terms and conditions as set  
out in this agreement.

### IT IS HEREBY AGREED AS FOLLOWS:-

#### 1. Production Facilities, Equipment and Services:-

**1.1** XYZ TV undertakes to provide to the ABC Company for a period of -----  
----- years from ----- to ----- the following:

**1.2** To provide non-exclusive access to and use of the Production Facilities;

**1.3** To provide non-exclusive use of the Production Equipment;

**1.4** To provide non-exclusive use of certain of XYZ TV's employees and agents  
who are suitably qualified to operate the Production Facilities and the  
Production Equipment as reasonably requested by ABC Company; and

**1.5** To meet with ABC Company's other requirements as agreed to by XYZ TV  
in accordance with the provisions set out in this agreement.

#### 2. Production Equipment:-

**2.1** XYZ TV undertakes to make available to ABC Company the Production  
Equipment at the Production Facilities on a non-exclusive basis and at times  
reasonably agreed by both the parties to agreement. XYZ TV shall reasonably  
accommodate the requests of ABC Company for use of the Production Facilities  
and Production Equipment, but shall not be liable to ABC Company for any

bona fide unavailability of the same provided that ABC Company will be treated in equal priority with all other users thereof.

**2.2** Under this Agreement ABC Company shall be entitled to use such of the Production Facilities and Production Equipment for such period of time against the sum of Rs./\$ ----- per month or per year against the total sum of Rs./\$ ----- in cash or any other mutually agreed form.

**2.3** ABC Company undertakes that it shall not connect any of the Production Equipment with or to any other equipment not supplied by XYZ TV. ABC Company undertakes that neither ABC Company nor any employee, servant or agent of ABC Company shall remove any of the Production Equipment from the Production Facilities, and undertakes that neither ABC Company nor ABC Company Personnel shall interfere with or carry out any maintenance on the Production Equipment.

**2.4** XYZ TV shall have the exclusive right to maintain the Production Equipment and shall have the right at any time to replace the Production Equipment with equipment of similar specifications.

**2.5** XYZ TV shall procure the availability to ABC Company at the expense and cost of XYZ TV a suitably qualified engineer who shall be available to attend to any problems arising in connection with the Production Equipment. XYZ TV shall repair and/or replace as XYZ TV considers appropriate any defective Production Equipment as soon as practicable but shall not be liable to ABC Company for any malfunction or unavailability of any of the Production Equipment and for the Charge-Out Rates for the period of such malfunction or unavailability.

**2.6** In the event that any film or sound recording or audio or audiovisual material is lost or damaged as a result of any breach by XYZ TV of its obligations, XYZ TV's sole liability to ABC Company the replacement of the film or tape on which such material was stored, however, XYZ TV shall have no liability for the loss of any material contained on such film or tape or any consequential loss arising therefrom.

**2.7** XYZ TV shall not be liable to ABC Company for any loss that may arise in the event of loss of power to the Production Facilities.

**2.8** Save normal wear and tear, ABC Company shall be responsible for maintaining the Production Equipment that it uses in good repair and shall indemnify XYZ TV against any loss or damage caused to any Production Equipment used by ABC Company.

### **3. Grant of Broadcast Airtime:-**

**3.1** XYZ TV shall grant to ABC Company, broadcast airtime on the XYZ TV Channel for a period of ----- years from the date of commencement of broadcasting provided that such commencement shall begin no later than day----- month, ----- year. Such broadcast airtime shall be started at ----- till ----- (time) as per the following schedule.

**Day of Week Broadcast Airtime (per broadcast day)**

Day----- (---) hours

Day----- (---) hours

Day----- (---) hours

**3.2** Upon expiry of the----- year, parties shall consult with a view to agreeing to the provision of such services for a further period.

**4. Payment(s) for XYZ TV Deliverables:-**

The consideration for the XYZ TV Deliverables (Use of premises, services, production equipment and air time) shall be Rs. /\$ ----- as per the following payment schedule:

Srl#	Period of Time	Amount (Rs. /\$.)	Nature of Payment Mode
1.	Date		Cheque / Cash
2.	Date		Cheque / Cash
3.	Date		Cheque / Cash

**5. Royalties:-**

In addition to the payment payable as agreed mutually in this agreement, ABC Company shall pay to XYZ TV a royalty of -----% of such broadcasts. Such royalties shall be paid quarterly in arrears.

**6. Representations and Warranties:-****6.1 Representations and warranties by ABC Company:**

**6.1.1** ABC Company, represents and warrants to XYZ TV that the information contained in this agreement is true, complete and accurate in all material aspects.

**6.2 Representations and warranties by XYZ TV:**

**6.2.1** XYZ TV represents and warrants to ABC Company, that the information contained in this agreement are true, complete and accurate in all material aspects and that this agreement constitutes legally binding obligations for ABC Company.

**6.2.2** XYZ TV has the power to enter into and perform this Agreement and this Agreement has been duly authorized and executed by, and constitutes legally binding obligation for XYZ TV.

**7. Confidentiality:-**

Neither of the parties hereto shall divulge to any person (other than its officers, employees and professional advisors on a need to know basis) or use for any purpose any of the trade secrets or confidential information or any financial or trading information relating to the other party which it acquires as a result of entering into this agreement whether directly or indirectly. Each of the parties shall ensure to prevent its employees from doing anything which, if done by the party, would be a breach of this agreement. This restriction shall continue to apply after the expiration or termination of this Agreement without limit in point of time but shall cease to apply to secrets or information which come into the public domain through no fault of the party concerned. If there is any requirement of any Government or Regulatory Authority for disclosure of information and/or making of any announcement, the relevant party shall notwithstanding the provisions of this agreement be entitled to comply with such requirement but shall consult the other party.

**8. Notices:-**

All notices, demands and other communications provided for or permitted hereunder shall be made in writing and shall be by registered or certified first-class mail, courier service or personal delivery return, receipt requested,

if to the ABC Company, :

Address: -----

if to XYZ TV:

Address -----

**9. Amendment and Waiver:-**

No amendment, supplement or modification of or to any provision of this Agreement or any of the other agreements referred to herein, or any waiver of any such provision or consent to any departure by any party from the terms of any such provision shall be effective unless agreed in writing.

**10. Governing Law(s)/Jurisdiction:-**

This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws for time being enforced in (Country Name).

**11. Expenses:-**

Each party shall pay its own costs and disbursements of and incidental to this Agreement and the transactions contemplated hereunder.

**12. Taxation:-**

Every partner shall be responsible for his/her applicable taxes in relation to this agreement.

**13. Arbitration:-**

In case of dispute the matter shall be decided mutually or through arbitration

**14. Effective Date**

This deed of agreement shall be effective from the date -----day----month----year.

**IN WITNESSES WHERE OF THE PARTIES HAVE SET THEIR HANDS ON THIS -----DAY -----MONTH, ----- YEAR AT----- PLACE**

\_\_\_\_\_  
**For and on behalf of the  
 ABC Company**

\_\_\_\_\_  
**For and on behalf of the  
 XYZ TV**

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

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

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

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

CNIC / Passport # \_\_\_\_\_

CNIC / Passport # \_\_\_\_\_

**WITNESS # 1**

**WITNESS # 2**

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

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

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

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

CNIC / Passport # \_\_\_\_\_

CNIC / Passport # \_\_\_\_\_