

LOAN AGREEMENT

This Loan Agreement (the “**Agreement**”) is dated as of _____ and is between NBCUniversal Media, LLC (“**NBCUniversal**”) and _____ (“**Station**”) with respect to one or more chairs from the television production entitled “The Voice” (the “**Production**”) provided by NBCUniversal to Station (the “**Chair(s)**”). The parties hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, NBCUniversal agrees to loan the Chair(s) to Station on the dates and times approved by NBCUniversal in writing in advance (the “**Term**”) solely for the purpose of Station’s marketing events or sales presentations promoting the Production (collectively, the “**Events**”), and no other purpose.

2. Station acknowledges and agrees that it will be solely responsible for any and all costs and expenses relating to the transportation, shipping, setup and other use of the Chair(s) by Station or otherwise in connection with the Events.

3. Station shall return the Chair(s) to NBCUniversal at the end of the Term to the location specified by NBCUniversal in the same condition as received by Station. Without in any way limiting the foregoing, if the Chair(s) are damaged, destroyed or lost in any way during the Term or while Station is responsible for such Chair(s) (and from whatever cause), including, without limitation, while the Chair(s) are being transported, shipped, installed or de-installed, Station shall pay to NBCUniversal the cost to repair the Chair(s) or its/their replacement value(s), as determined by NBCUniversal in its sole discretion. Station shall further ensure that any and all third party Station uses to ship, install, de-install or otherwise use the Chair(s) are adequately insured for property damage and liability arising in connection with their activities.

4. Notwithstanding anything to the contrary contained herein, if requested by NBCUniversal, Station shall, at its sole cost and expense, promptly pack and ship the Chair(s) to a location determined by NBCUniversal in its sole discretion on a date and time determined by NBCUniversal in its sole discretion, or cease using the Chair(s) if requested by NBCUniversal for any reason.

5. Station accepts the Chair(s) “AS IS.” NBCUniversal makes no representations or warranties whatsoever, express or implied, regarding the Chair(s), regarding the suitability of the Chair(s) or for any particular purpose, or regarding the use of the Chair(s) by Station or any other person or entity.

6. Station shall be solely responsible for obtaining any and all necessary permissions from third parties to use the Chair(s). Without in any way limiting the foregoing, Station shall, at its own cost and expense, obtain all necessary clearances, licenses, authorizations, releases and consents and make all payments that may be required for Station to use of the Chair(s), including, without limitation, any and all necessary clearances from the rights holders of the Production. Station further agrees to comply with all applicable federal, state, provincial and local laws, rules, regulations, ordinances, licensing requirements and business codes, as well as all applicable manufacturer’s specifications relating to the Chair(s) and/or the Events.

7. Station agrees to completely defend, indemnify and hold harmless NBCUniversal, its parents, subsidiary and affiliated entities, and each of their respective officers, directors, agents, representatives, employees, licensees, successors and assigns from and against any and all claims, actions, damages, liabilities, losses, costs, and expenses (including, without limitation, attorneys’ fees

and other legal costs and expenses) arising out of or in connection with: (a) the transportation, use or possession of the Chair(s) by Station or any other person or entity; (b) the Events, or any portion thereof. Station agrees to notify NBCUniversal in writing of any claim covered by Station's indemnity obligation hereunder promptly upon learning of its existence, and shall cooperate in the defense of the claim as reasonably requested by NBCUniversal.

8. Station acknowledges and agrees that as between Station and NBCUniversal, NBCUniversal owns all right, title and interest in and to the Chair(s).

9. Neither the Chair(s) nor any of the rights or obligations hereunder may be assigned, transferred, licensed or sublicensed by Station to any other person, firm or corporation or other entity without NBCUniversal's prior written consent.

10. This Agreement shall be interpreted under the internal, substantive laws of the State of California. This Agreement constitutes the full and complete understanding and agreement of the parties with respect to the subject matter herein and supersedes any previous understandings and agreements, whether oral or written. This Agreement cannot be modified except in a writing signed by both parties.

ACCEPTED AND AGREED:

STATION

NBCUNIVERSAL MEDIA, LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____