



Dear Affiliate,

The 2009 contract requirements have not changed from 2008, except the Network is now offering either a one (1) or two (2) year agreement. For 2009, the IMS Radio Network will require stations to carry the Indianapolis 500®, the Allstate 400® at the Brickyard® and a minimum of three (3) IndyCar® Series races for a “no fees” basis.

The Radio Network will provide two (2) race tickets and 20 qualification tickets to stations carrying the Indianapolis 500 and/or the Allstate 400 at the Brickyard. Two (2) tickets to the Red Bull Indianapolis GP™ will be offered to stations carrying the Red Bull Indianapolis GP as well. The ticket request form will be returned with the station's signed copy of the Broadcast Agreement. The form must be signed and returned by U.S. Mail or private carrier by the date deadline. Faxed or e-mailed copies will not be honored.

If your station is unable to carry the Indianapolis 500, the Allstate 400 at the Brickyard and a minimum of three (3) IndyCar Series races, the Network will allow you to carry the Indianapolis 500 and the Allstate 400 at the Brickyard and pay the IMS Radio Network a fee of \$500. 50% of the \$500 payment is due with the return of your agreement, with the remaining 50% due by May 1, 2009. Fees are to be made payable to: “IMS Radio Network.”

In addition, motorcycle racing has returned to the famed Speedway. The second annual Red Bull Indianapolis GP, a MotoGP event, will be offered as an optional race.

The IMS Radio Network will offer additional support programming for the Indianapolis 500, the Allstate 400 at the Brickyard and the Red Bull Indianapolis GP. The Network offers a weekly show available by online download or by CD sent to your station. The program “Indy Racing Weekly” is air-able thru Saturday noon. It features in-depth coverage of the IndyCar Series and Firestone Indy Lights™, and is hosted by IMS Radio Network Anchor Mike King.

The Radio Network also provides website access for daily audio updates and promos. For affiliates carrying all of the IndyCar Series races, the Network will offer station interviews, custom promos, IndyCar Series race tickets, and other race week promotional opportunities (subject to availability).

We encourage you to go online and listen to the archived races from the 2008 season at www.indycar.com/multimedia/radio. The IMS Radio Network is looking forward to an exciting 2009 and we greatly appreciate all that our affiliates have done for us in the past.

Sincerely,

Wally Leavitt
Network General Manager
wleavitt@brickyard.com
(317) 492-8729

2009

INDIANAPOLIS MOTOR SPEEDWAY RADIO NETWORK BROADCAST AGREEMENT **ONE AM OR FM STATION PER CONTRACT**

This agreement is entered into, between Indianapolis Motor Speedway Radio Network, a division of Indianapolis Motor Speedway, LLC, an Indiana Limited Liability Company, herein after referred to as ('Network') and

Company Name

d/b/a radio station _____ of _____ herein after
Call Letters *FCC Granted City of License** *State*

referred to as ('Station'), agree as follows:

1. Station agrees to broadcast, over the radio broadcast facilities specified above and on page 4, the live coverage of each 2009 Event selected by Station on pages 3 of this Agreement (the "Selected Events"), as transmitted by Network. Stations that choose the two (2) year option agree to provide the IMS Radio Network with their event selections and/or fee payments by April 1, 2010.
2. If for any reason any Selected Event is rescheduled, postponed, suspended, or otherwise not officially completed, as determined by the rules and rulings of the race sanctioning body or other governing authority for that Event, on the date and time set forth in this Agreement, then all provisions of this Agreement will remain in full effect for and on the day(s) and time(s) such Event is run and until it is officially completed. If any Selected Event is officially terminated or canceled, the broadcast for that Event will be considered complete and Network's and Station's obligations hereunder will be deemed fulfilled with respect to that Event. Network reserves the right to cancel the broadcast of any Event for any reason and upon such cancellation, neither party will have any further obligations with respect to that Event.
3. Except as set forth below, Network will provide all Selected Events to Station by means of satellite transmission, unless Network determines that it is necessary or appropriate to use another means of transmission. Any expenses, for equipment or otherwise, related to the reception of the satellite transmission or other means of transmission will be borne by Station.
4. In exchange for Station broadcasting the Selected Events in accordance with this Agreement, Network will permit Station to broadcast Station-originated content, which may include commercial messages, during Network-provided commercial breaks in the coverage of each Selected Event. Network reserves the right to determine the precise time and duration of each break and the total number of breaks. Network will provide to Station in advance a Commercial Format containing the schedule of breaks for each Selected Event. This Agreement, unless amended, does not require any cash payments to be exchanged for the broadcast rights granted herein.
5. During the broadcast of a Selected Event Station will not broadcast local commercial messages advertising a product or service that competes with the products or services of Network's commercial sponsors for that Event. Network will provide a list of its commercial sponsors to Station upon request.
6. Station will identify I.M.S. Radio Network as the originator of the broadcasts in all of Station's advertisements, in any advertising media, for its broadcast of Selected Events.
7. Station will provide a notarized affidavit as proof of performance of this Agreement to Network upon request.
8. This Agreement is subject to force majeure and is contingent upon strikes, accidents, acts of God, war, terrorism, civil strife, inability to secure labor, fire, applicable regulations, restrictions or rulings enforced by any government or governmental agency, or other delays beyond the control of the parties.
9. Station will not delete from its broadcast any portion of a Selected Event, including without limitation all Network commercials and all Network Identification, production credit and rebroadcast restriction announcements. Station will not make any addition to the Network's feed of an Event to Station, except during the above/mentioned Network-authorized breaks, without the prior written consent of Network. Portions of programming up to 2 minutes in length may be used in "regularly scheduled" news or sports reports. For such portions, the Network will receive an "on-air credit." Station will not otherwise record, rebroadcast, retransmit, or make any use of the Event transmission provided by Network, except as specifically permitted under this Agreement.
10. Network reserves the right to license the radio broadcast of events not selected by station under this Agreement, to any other station selected by network, including stations from its FCC city of license.
11. This Agreement may not be assigned by Station in whole or in part without written consent of Network. This Agreement, including other documents referenced herein, constitutes the entire agreement between the parties regarding the year's Events and cannot be amended except by their mutual written agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana, without regard to its provisions for conflicts of laws.
12. Acceptance of Station by Network as a broadcaster of Selected Events is subject to the final decisions of Network, as follows: Station must promptly sign and return this Agreement to Network for acceptance or rejection by Network. If accepted by Network, a copy of this Agreement signed by Network will be returned to Station.
13. Network reserves the right to terminate this Agreement, with or without cause, upon notice to Station. Such termination will not affect Network's rights under this Agreement as to acts or omissions of Station occurring prior to termination.
14. Station will indemnify and hold harmless Network, its officers, directors, agents, employees and advertisers (including advertising agencies) from any and all suits, claims, liabilities, damages, costs, reasonable attorney's fees and expenses arising from the broadcast or other use of any material furnished by Station with respect to or in connection with the broadcast of the Selected Events by Station; or arising out of acts or omissions of Station or its officers, directors, agents, employees, contractors, or subcontractors.
15. Station will give network prompt notice of any changes regarding the location of its office, transmitter, power, frequency, hours of operation or telephone numbers occurring during the agreement length.
16. Station warrants that all information which it filled in on pages 2 and 4 of this Agreement is complete and accurate and consistent with the station's FCC License.
17. THERE IS NO RENEWAL GUARANTEE. This Agreement represents the entire Agreement, either in writing or orally. All prior negotiations and understandings are abandoned or incorporated within.

* City of FCC License as shown in the current Broadcasting and Cable Yearbook.

READ ITEMS 1-17 BEFORE SIGNING CONTRACT ON PAGE 4

PAGE 2

**SIGNATURE REQUIRED
ON PAGE 4**

Station agrees to carry the **INDYCAR SERIES 93rd INDIANAPOLIS 500** (Sunday, May 24, 2009, 12 NOON-4:30 PM) and **NASCAR'S ALLSTATE 400 AT THE BRICKYARD** (Sunday, July 26, 2009, 1:45-5:45 PM)

PLUS, Station agrees to remit \$500.00 fee payable to "IMS Radio Network", due \$250.00 with the contract and \$250.00 by May 1, 2009.

*** **OR** ***

Station agrees to carry the **INDYCAR SERIES 93rd INDIANAPOLIS 500** (Sunday, May 24, 2009, 12 NOON-4:30 PM) and **NASCAR'S ALLSTATE 400 AT THE BRICKYARD** (Sunday, July 26, 2009, 1:45-5:45 PM)

PLUS, Station agrees to carry a minimum of three (3) of the following 2009 INDYCAR SERIES races.

(Indicate all the races your station intends to carry.)

<input type="checkbox"/>	ST. PETERSBURG	Sunday Afternoon	April 5	2 - 5 PM
<input type="checkbox"/>	LONG BEACH	Sunday Afternoon	April 19	3:30 - 6:30 PM
<input type="checkbox"/>	KANSAS	Sunday Afternoon	April 26	4 - 7 PM
<input type="checkbox"/>	MILWAUKEE	Sunday Afternoon	May 31	3 - 6 PM
<input type="checkbox"/>	TEXAS	Saturday Night	June 6	9 PM - 12 AM
<input type="checkbox"/>	IOWA	Sunday Afternoon	June 21	1 - 4 PM
<input type="checkbox"/>	RICHMOND	Saturday Night	June 27	8 - 11 PM
<input type="checkbox"/>	WATKINS GLEN	Sunday Afternoon	July 5	12:30 - 3:30 PM
<input type="checkbox"/>	TORONTO	Sunday Afternoon	July 12	12:30 - 3:30 PM
<input type="checkbox"/>	EDMONTON	Sunday Afternoon	July 26	5 - 8 PM
<input type="checkbox"/>	KENTUCKY	Saturday Night	August 1	8 - 11 PM
<input type="checkbox"/>	MID-OHIO	Sunday Afternoon	August 9	1 - 4 PM
<input type="checkbox"/>	INFINEON	Sunday Afternoon	August 23	5 - 8 PM
<input type="checkbox"/>	CHICAGO	Saturday Night	August 29	9 PM - 12 AM
<input type="checkbox"/>	DETROIT	Sunday Afternoon	September 6	3 - 6 PM
<input type="checkbox"/>	JAPAN	Friday Night	September 18	10:30 PM - 1:30 AM
<input type="checkbox"/>	MIAMI	Saturday Afternoon	October 10	4 - 7 PM

ALL TIMES LISTED ARE EASTERN (EDT). SCHEDULE SUBJECT TO CHANGE.

RED BULL INDIANAPOLIS GP Sunday Afternoon, August 30
(MotoGP Motorcycle Race) 1:30 - 3:00 PM

OTHER PROGRAMING (PLEASE INDICATE ADDITIONAL SHOWS)

ADDITIONAL INDIANAPOLIS 500 PROGRAMING

___	INDY LIVE TALK SHOW	TUE	May 5	8 - 9 PM
___	INDY LIVE TALK SHOW	THU	May 7	8 - 9 PM
___	FAST FRIDAY	FRI	May 8	5 - 6 PM
___	INDY QUALS 1 FIRST 2 HOURS	SAT	May 9	12 - 2 PM
___	INDY QUALS 1 LAST HOUR	SAT	May 9	5 - 6 PM
___	INDY QUALS 2 FIRST HOUR	SUN	May 10	12 - 1 PM
___	INDY QUALS 2 LAST HOUR	SUN	May 10	5 - 6 PM
___	INDY LIVE TALK SHOW	THU	May 14	8 - 9 PM
___	INDY QUALS 3 FIRST HOUR	SAT	May 16	12 - 1 PM
___	INDY QUALS 3 LAST HOUR	SAT	May 16	5 - 6 PM
___	INDY QUALS 4 FIRST HOUR	SUN	May 17	12 - 1 PM
___	INDY QUALS 4 LAST HOUR	SUN	May 17	5 - 6 PM
___	INDY LIVE TALK SHOW	THU	May 21	8 - 9 PM
___	FREEDOM 100 RACE	FRI	May 22	12:15 - 1:30 PM
___	CARB DAY RECAP	FRI	May 22	5 - 6 PM

ADDITIONAL ALLSTATE 400 AT THE BRICKYARD PROGRAMMING

___	ALLSTATE 400 PREVIEW	FRI	July 24	5 - 6 PM
___	LIVE ALLSTATE 400 QUALS	SAT	July 25	10 AM - 12 PM
___	ALLSTATE 400 QUAL WRAP UP SHOW	SAT	July 25	5 - 6 PM

ADDITIONAL PROGRAMMING FOR THE RED BULL INDIANAPOLIS GP

___	RED BULL INDIANAPOLIS GP PREVIEW	SAT	Aug. 29	3 - 4 PM
-----	----------------------------------	-----	---------	----------

ALL TIMES SHOWN ARE EASTERN (EDT) AND SUBJECT TO CHANGE

"INDY RACING WEEKLY"

Station will do an online download

Please send audio CD to station

Program will be played on: _____
day/time

**29 Shows from April 1 to
October 14, 2009**

CALL LETTERS

AM FM

POWER IN WATTS

FREQUENCY

NOTE: ONLY ONE AM OR FM STATION PER CONTRACT

(For more than one station, please request additional contracts.)

CONTRACT AGENT'S NAME**

TITLE **Signature Required Below.

U.S. POSTAL SERVICE STREET ADDRESS OR P.O. BOX

P.O. BOX OR STREET

CITY

STATE ZIP CODE -

BROADCAST MATERIALS RECIPIENT (If different from the Contract Agent)

NAME

PHONE NUMBERS

OFFICE PHONE - -

FAX - -

AFTER HOURS/CONTROL ROOM PHONE

- -

SATELLITE SERVICE
ABC STARGUIDE III

STATION'S WEBSITE _____

E-MAIL _____

I HAVE READ AND AGREE TO ITEMS 1-17 FROM PAGE TWO.

SIGNATURE REQUIRED

CHECK ONE: ONE YEAR AGREEMENT TWO YEAR AGREEMENT

Contract Agent Signature

Date

IMS RADIO NETWORK
a division of Indianapolis Motor Speedway, LLC

DATE: _____

TITLE: _____

BY: _____

NETWORK USE ONLY	AUDIT #		
	C-08 B 5 4 N		
	A-08 B 5 4 N		
	A-09 B 5 4 M N		
	S/R		
	DB		
RMA#			