

# Exhibit A

## Construction Agreement Between The City of Jonesboro and East Arkansas Broadcasters

This Agreement is made by and between East Arkansas Broadcasters (EAB) and Rick Crawford dba Canine Sports League (CSL) and the CITY OF JONESBORO PARKS AND RECREATION (CITY).

WHEREAS, EAB is a for-profit media corporation and CSL is a for-profit media consultant.

WHEREAS, the CITY is the owner of that certain public park amenities known as the "Craighead Forest Park", and hereafter referred to as the "Facilities"; and

WHEREAS, EAB AND CSL are seeking to construct a dock at Facilities to hold dog jumping contests and for the public use of Jonesboro citizens.

WHEREAS, EAB AND CSL and the CITY desire to enter this agreement for the purpose of evidencing the agreement of the parties with regard to construction improvements to the Facilities by EAB AND CSL and respective obligations of the parties regarding the use and maintenance of the Facilities;

NOW, THEREFORE in consideration of the promises and the mutual covenants and obligations contained herein, the parties agree as follows:

### **I. Term**

The term of this contract is from October 18<sup>th</sup>, 2005 until the dog jumping dock at the concession stand access at Craighead Forest Park is completed to the satisfaction of the City of Jonesboro.

### **II. Description of Work**

EAB AND CSL shall pay for and perform the following construction at Craighead Forest Park Lake:

1. Construction of an "L" shaped dock approximately 100' from the east edge of the boat launch at Craighead Forest Park Lake.
2. The dock shall extend 20 feet out into the lake and shall turn east at a right angle to run 40 feet perpendicular to the shoreline. The dock shall be 8 feet wide.
3. The dock shall be of treated pine or other dock material approved by CITY engineers.

5. The dock shall be made handicapped accessible to the approval of the City of Jonesboro.

### **III. Obligation of the City**

CITY agrees to

1. Review construction documents and plans submitted by EAB and CSL.
2. Provide permits required for construction.
3. Regularly inspect the work being performed.
4. Provide timely final approval of work.
5. Maintain the dock for a minimum period of five years. After a period of five years the city has the right to remove the dock if it should so choose.
6. Shall not be required to delay the refilling of the lake for construction of the dock.

### **IV. Obligations of EAB AND CSL**

EAB AND CSL Agrees to:

1. Provide 2 sets of construction plans for review by City engineers.
2. Completely fund the construction of a handicapped accessible dog jumping dock
3. Finish the work to the satisfaction of the CITY. EAB and CSL shall not start the project until proof of total funding for the project is presented to the CITY.
4. Make any changes the CITY requires upon inspection.
5. Offer the dock for public use when the dock is not being used for dog jumping competition.

### **V. Assignability and Exclusivity**

This Agreement is a privilege for the benefit of EAB AND CSL may not be assigned in whole or in part by EAB AND CSL to any other person or entity.

### **VI. Defaults**

If EAB AND CSL fails to secure funding for the construction of the dog jumping dock then this contract may be terminated upon written notice from EAB AND CSL provided no construction has begun on the project.

This contract may be terminated by the CITY upon written notice of the CITY.

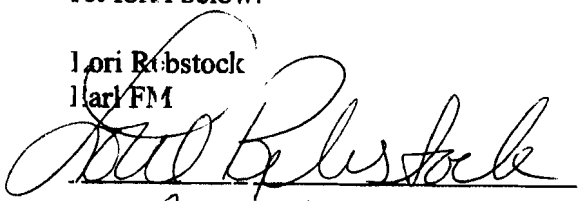
### **Miscellaneous Provisions.**

1. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto

- 2. This Agreement shall be construed under and in accordance with the laws of the State of Arkansas, and all obligations of EAB AND CSL and the CITY created hereunder are performable in Craighead County, Arkansas.
- 3. Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- 4. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 5. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

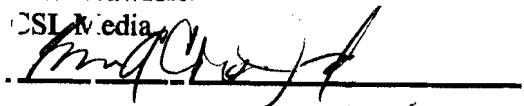
Lori Robstock  
Lar FM



Title Account Executive

Date: 10-12-05

Rick Crawford  
CSL Media



Title Media Consultant

Date: 10-12-05