

STANDARD TERMS AND CONDITIONS

The organization (advertising agency, media buying service or other client representative) contracting for broadcast time covered by this contract ("AGENCY") and the station accepting this contract ("STATION") hereby agree that this contract shall be governed by the terms and conditions hereof. For purposes of this contract, unless otherwise noted, "broadcast" includes transmission over STATION's licensed analog or digital facilities. AGENCY represents and warrants to STATION that this contract is binding on not only AGENCY but also jointly and severally on the party on whose behalf AGENCY is purchasing broadcast time ("Advertiser"). When no representative is involved, all references to AGENCY in this contract shall be deemed to refer to Advertiser; provided, however no agency commission will be paid to Advertiser.

1. PAYMENT AND BILLING.

- (a) STATION will, from time to time at intervals following broadcasts hereunder, bill AGENCY on behalf of Advertiser. AGENCY shall deliver payment to STATION at the address on the invoice within 15 days of the date of the invoice.
- (b) Any time of terrestrial radio broadcast on an invoice shall be accurate within 15 minutes. Any invoice identifying commercial announcements and their date and time of broadcasts, when sworn to by STATION, shall constitute an affidavit of performance or proof-of-performance. All invoices shall be deemed to be correct unless proven otherwise.
- (c) In the event that payment on any contract becomes past due and STATION in its sole discretion refers the contract to a collection agency or attorney for collection, the discount accorded to AGENCY under this contract will become null and void.
- (d) STATION is entitled to the maximum interest allowable by law on any past due balance.
- (e) In the event that STATION, in its sole discretion, refers this contract to a collection agency or attorney for collection, AGENCY will be responsible for all costs, including, but not limited to, reasonable attorney's fees and costs and court costs, incurred.
- (f) Notwithstanding to whom invoices are rendered, AGENCY and Advertiser, jointly and severally, shall remain obligated to pay to STATION (i) the amount of any invoices rendered by STATION within the time specified and until payment in full is received by STATION; and (ii) any other amounts payable to STATION hereunder. Payment by Advertiser to AGENCY shall not constitute payment to STATION.
- (g) In the event any commercial announcements under this contract are purchased pursuant to a cooperative advertising arrangement, AGENCY is acknowledged to be the agent of the source of the cooperative advertising funds (hereinafter called "Vendor") and Vendor shall be jointly and severally liable with AGENCY and Advertiser for payment in full of the entire cost of said announcements within the time specified and until payment in full is received by STATION. Payment by Vendor to AGENCY or Advertiser shall not constitute payment to STATION.

2. TERMINATION.

- (a) Unless otherwise specified on the face hereof or other written agreement between STATION and AGENCY, commercial announcements may be cancelled by STATION upon 14 days' prior notice.

3. EFFECT OF BREACH.

- (a) STATION reserves the right to cancel this contract upon default by AGENCY in the payment of bills or other material breach of the terms hereof at any time upon prior notice. Upon such cancellation, all charges for broadcasts completed hereunder and not paid shall become immediately due and payable and AGENCY shall also pay, as liquidated damages, a sum equal to (i) the amount that AGENCY would have been obligated to pay hereunder if, on the date on which STATION gives such notice of termination, AGENCY had given notice of termination pursuant to Paragraph 2(a) hereof at the earliest date permitted thereunder and (ii) the actual, non-cancelable out-of-pocket costs, including attorney's fees and costs, necessarily incurred by STATION through the date of such termination.
- (b) In the event of a material breach by STATION in performing this contract, AGENCY reserves the right to cancel this contract at any time if STATION fails to cure such breach within five business days of receipt of written notice detailing the breach; provided, however, that upon such cancellation, all charges for broadcasts completed hereunder and not paid shall become immediately due and payable.

4. **FAILURE TO BROADCAST.** If, due to public emergency or necessity, force majeure, restriction imposed by law, act of God, mechanical or electrical breakdown, labor dispute or for other similar or dissimilar cause beyond STATION's control, STATION fails to make a broadcast as required hereunder, STATION shall not be in breach of this contract. STATION may suggest a substitute time period for the broadcast of the interrupted or omitted commercial announcement or program. If STATION does not suggest a substitute time period or if no such substitute time period is acceptable to AGENCY, the time charges allocable to the omitted broadcast shall be waived. If a material part, but not all, of a scheduled broadcast is omitted, the time charges relating thereto shall be appropriately reduced. AGENCY shall have the benefit of the same discounts which would have been earned if there had been no interruption or omission of the broadcast. STATION shall have no other liability to AGENCY as a result of any interruption or omission.

5. SUBSTITUTION OF PROGRAMS OF PUBLIC SIGNIFICANCE.

- (a) STATION shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program which, in its absolute discretion, it deems to be of public interest or significance. In any such case, STATION will notify AGENCY in advance, if reasonably possible, but where such notice cannot reasonably be given, STATION will notify AGENCY within a reasonable period after such scheduled broadcast has been canceled.
- (b) If AGENCY and STATION cannot agree upon a satisfactory substitute day and time the broadcast time so preempted shall be deemed canceled without affecting the rates, discounts, or rights provided under this contract, except that AGENCY shall not have to pay any time charges allocable to the canceled broadcast.

6. **PACKAGE AND PREEMPTIBLE SPOTS.** Notwithstanding the provisions of Paragraphs 4 or 5 hereof, if the omitted or preempted commercial announcement was purchased as part of a package or at a preemptible rate, STATION may preempt for any reason whatsoever and in all events AGENCY shall continue to pay the full charge (no credit or refund will be given), but AGENCY shall be provided another announcement at a substitute date and time reasonably consistent with those dates and times permitted by the terms of the package buy or preemptible rate.

7. PROGRAM AND COMMERCIAL MATERIAL.

- (a) Unless otherwise noted on the face of this contract or other written agreement between STATION and AGENCY, all commercial announcement material shall be furnished by AGENCY. If prior to the first scheduled broadcast AGENCY so requests, STATION shall return AGENCY material to AGENCY at the end of the scheduled run. If AGENCY does not so request, STATION shall have the right, but not the obligation, to dispose of such material. All expenses connected with the delivery of material to be provided by AGENCY to STATION, and with return to AGENCY from STATION, if return is directed, shall be paid by AGENCY.
- (b) All program and commercial announcements, advertisements, commercial copy or other materials furnished by AGENCY shall be delivered to STATION at AGENCY's sole cost and expense. AGENCY shall deliver all materials, including scheduling instructions, no later than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. STATION is required to advise AGENCY by telephone, email or teletype if such materials do not so arrive. If such materials do not arrive at STATION within 24 hours after STATION

has notified AGENCY, STATION may bill AGENCY and AGENCY shall be liable for the time reserved.

- (c) Commercial Material provided by AGENCY must comply with all rules and regulations of the Federal Communications Commission and with applicable federal, state and local laws.
- (d) Commercial material provided by AGENCY is subject to STATION approval and STATION, in its sole discretion, may exercise a continuing right to reject such material, including without limitation, a right to reject for unsatisfactory technical quality. In the event any portion of the material is unsatisfactory, STATION shall notify AGENCY by telephone, email or teletype and unless AGENCY furnishes satisfactory material 24 hours in advance of broadcast, STATION shall have the right to substitute its own program or commercial material with no liability of STATION to AGENCY. AGENCY shall also pay, as liquidated damages, the amount that AGENCY would have been obligated to pay hereunder.

8. REPRESENTATIONS AND WARRANTIES.

Each party hereto represents, warrants and covenants to the others as that (a) it has the full right and legal authority to enter into and fully perform this contract in accordance with the terms and conditions hereof; and (b) the execution, delivery and performance of this contract does not and will not violate or cause a breach of any other agreements or obligations to which it is a party or by which it is bound; and (c) no approval or other action by any governmental authority or agency, or any other individual or entity, is required in connection herewith. AGENCY further represents, warrants and covenants that the performing rights of all musical compositions contained in any program material, commercial announcements, advertisements or other commercial copy produced, provided or approved by AGENCY for broadcast by STATION or its affiliates ("AGENCY Material") are: (x) controlled by BMI, ASCAP, SESAC or GMR (the "PROs"); (y) in the public domain; or (z) controlled by AGENCY. STATION agrees that it is the obligation of STATION to secure the necessary performing rights license to music controlled by the PROs as set forth in clause (x) above.

9. INDEMNITIES.

STATION and AGENCY shall indemnify, defend and hold harmless the other party, its affiliates, their respective officers, directors, employees, agents and representatives and the successors and assigns of any of them (the "Indemnified Party"), from and against, and reimburse them for, all claims, damages, costs and expenses, including, without limitation, interest, penalties, court costs and reasonable attorneys' fees and expenses, to the extent arising out of or resulting from (a) any breach by the indemnifying party of any representation, warranty, covenant, obligation or other agreement contained in this contract; (b) any failure of the indemnifying party to comply with any applicable laws, statutes, ordinances or regulations; (c) any act, omission or negligence of the indemnifying party, including its employees, agents, contractors or invitees; and/or (d) any claim for personal injury or property damage or otherwise brought on behalf of any third-party person, firm or corporation against the Indemnified Party as a result of or in connection with services provided by the indemnifying party. Without limiting AGENCY's obligations as provided above in this paragraph, AGENCY's indemnities shall extend to claims against any STATION Indemnified Party resulting from or related to (y) any AGENCY Material, including, without limitation, claims alleging infringement of intellectual property rights, defamation or violation of privacy or publicity rights or promotion of products or services that violate applicable laws, rules or regulations; and (z) the broadcasting hereunder of AGENCY Material containing music, the performing rights to which are not controlled by the PROs. The indemnified party will promptly notify the indemnifying party of any claim or litigation to which the indemnity set forth herein applies. STATION may assume the defense of any such claim or litigation against AGENCY and STATION may require AGENCY to assume the defense of any such claim or litigation against STATION, in which event the indemnifying party's obligation with respect thereto shall be limited to the payment of any judgment or settlement approved by the indemnifying party. The provisions of this paragraph shall survive the termination or expiration of this contract.

10. **INTERNET ADVERTISING.** To the extent this contract includes advertising on STATION's website, in the internet stream of STATION's programming or on any player through which such streaming occurs, such advertising, except as may otherwise be provided in any Insertion Order or other agreement relating thereto, shall be governed by the IAB Standard Terms and Conditions for Internet Advertising Version 3.0.

11. GENERAL.

- (a) STATION shall exercise normal precautions in handling of property and mail, but assumes no liability for loss of or damage to program or commercial material furnished by AGENCY in connection with broadcasts hereunder.
- (b) STATION shall have the right to retransmit or authorize the retransmission of STATION's signal, including, without limitation, the commercial announcements and programs covered by this contract, by any means now known or hereafter developed.
- (c) AGENCY may not assign or transfer this contract or the rights hereunder without the prior written consent of STATION. STATION shall not be required to broadcast hereunder for the benefit of any advertiser other than Advertiser as named on the face of this contract. Failure of a party to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision.
- (d) STATION's obligations hereunder are subject to licenses held by it and to applicable federal, state and local laws and regulations.
- (e) This contract contains the entire agreement between the parties relating to the subject matter herein contained, and no change or modification of any of its terms and provisions shall be effective unless made in writing and signed by both parties.
- (f) This contract shall be governed by and construed in accordance with the laws of the state in which STATION's business offices are located. AGENCY, Advertiser and Vendor hereby consent to the non-exclusive jurisdiction of the federal and state courts located in the state in which STATION's business offices are located.
- (g) Except as otherwise specifically provided herein, all notices hereunder shall be in writing and shall be given by personal delivery, registered or certified mail or nationally recognized overnight courier service (prepaid), at the respective addresses set forth on the face hereof, or such other address or addresses as may be designated by either party.
- (h) **STATION DOES NOT DISCRIMINATE IN ADVERTISING CONTRACTS ON THE BASIS OF RACE OR ETHNICITY, AND WILL NOT ACCEPT ANY ADVERTISING WHICH IS INTENDED TO DISCRIMINATE ON THE BASIS OF RACE OR ETHNICITY. AGENCY REPRESENTS AND WARRANTS THAT IT IS NOT PURCHASING TIME FROM STATION THAT IS INTENDED TO DISCRIMINATE ON THE BASIS OF RACE OR ETHNICITY.**