

# CONTRACT FOR TERMS AND CONDITIONS

The person, firm or corporation (including, but not limited to organizations known as advertising agencies or buying services) contracting for television time (hereinafter called AGENCY) and the station accepting this contract (hereinafter called STATION) hereby agree that this contract shall be governed by the following terms and conditions:

## 1. PAYMENT AND BILLING

- (a) STATION will bill agency monthly, using the standard Broadcast Month, unless otherwise provided on the face of this contract.
- (b) Invoices shall contain advertiser/product, date, time and length of commercial announcement, cost, and, if commercial code identifying each commercial announcement is supplied by AGENCY, such code for each commercial announcement.
- (c) STATION warrants that all information shown on these invoices is true and correct and was taken from the official log or other record produced and maintained at the STATION, which will be made available on request for inspection by Advertiser or AGENCY for 12 months from the month of broadcast. This statement shall evidence proof-of-performance.
- (d) Payment by AGENCY of items which are not in dispute ("non-discrepant items") on each invoice is due upon receipt of invoice by AGENCY. If any discrepant items(s) exist on invoice, then (1) AGENCY shall, upon receipt of invoice, send written notice of discrepant item(s) to STATION; (2) STATION shall reply in writing upon receipt of notice of discrepant item(s) and shall notify AGENCY of amounts due on any item(s) no longer in dispute; and (3) payment by AGENCY of nondiscrepant items is due upon receipt of STATION's reply.

## 2. TERMINATION

- (a) Announcements. Contracts of two consecutive weeks or less are not cancellable. Contracts are subject to cancellation upon two weeks prior notice, but no such cancellations shall be effective until two telecasts weeks have run.
- (b) Programs. Contracts may be cancelled upon such prior notice as stated on the face of the contract.

## 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 telecasts completed hereunder and not paid shall become immediately due and payable. If STATION cancels by reason of AGENCY's material breach, AGENCY's only liability shall be to pay for telecasts completed hereunder prior to cancellation by STATION.
- (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 on prior notice.

## 4. FAILURE TO TELECAST

- (a) If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes or for any other cause, including without limitation mechanical or electronic breakdowns, beyond STATION's control, there is an interruption or omission of any commercial announcement or program contracted to be telecast hereunder, STATION may suggest a substitute time period for the broadcast of the interrupted or omitted commercial announcement or program. If no such substitute time period, or makegood, is acceptable to AGENCY, STATION shall allow AGENCY (1) with respect to a program, a pro rata reduction in the time and/or program charges at time of purchase and (2) with respect to a commercial announcement, an acceptable makegood or a reduction in the time charges equal to the amount of money assigned to the commercial announcement at time of purchase. AGENCY shall have the benefit of the same rates which would have been earned if there had been no interruption or omission in the telecast.

## 5. SUBSTITUTION OF PROGRAMS

- (a) STATION has the right to cancel any telecast or portion thereof covered by this contract in order to telecast any program which, in its absolute discretion, it deems to be of public significance.  
In case of cancellation, STATION will notify AGENCY in advance, but where such notice cannot reasonably be given, STATION will notify AGENCY within one business day after such telecast has been cancelled.
- (b) If AGENCY and STATION cannot agree upon a satisfactory substitute day and time, the telecast time so preempted shall be deemed cancelled without affecting the rates or rights provided under this contract, except that AGENCY shall not have to pay the cancelled STATION charges. However, if the program substituted by STATION is a sponsored program, STATION shall pay to AGENCY the actual pro rata non-cancellable costs incurred by AGENCY for the production of such program and the reasonable allocated costs for the cancelled program not usable for future scheduling.

## 6. RIGHT TO RECAPTURE TIME FOR POLITICAL BROADCASTING

- (a) Without limiting sections 4 and 5 hereof, STATION reserves the right to cancel or modify this contract or any sale of time under this contract, pursuant to the Communications Act of 1934, to satisfy the "equal opportunity" requirements of all legally qualified political candidates and the "reasonable access" requirements of all legally qualified federal candidates. Where such cancellations or modifications are deemed necessary by STATION, in the exercise of STATION's sole judgment, STATION will so advise AGENCY in advance, or within one business day where advance notice cannot reasonably be given, and appropriate adjustments will be made in accordance with section 5.

## 7. RATES AND CHARGES

- (a) STATION reserves the right to increase rates without notice, but no such increases shall be applied to telecasts under this contract unless AGENCY is advised of such increase and its effective date and such increase is accepted by AGENCY.

## 8. PROGRAM AND COMMERCIAL MATERIAL

- (a) Unless otherwise stated in this contract, all program material, excluding commercial announcements, shall be furnished by STATION, and all commercial announcement material shall be furnished by AGENCY. All expenses connected with the delivery of commercial announcements to STATION, and with return therefrom, if return is directed, shall be paid by AGENCY. STATION shall retain commercial material for 60 days after last telecast and may destroy such material thereafter unless otherwise instructed by AGENCY in writing.
- (b) STATION is required to advise AGENCY by telephone, and subsequently by written confirmation, if AGENCY-furnished program or commercial material and Scheduling Instructions do not arrive three business days in advance of telecast date. If such material and instructions do not arrive at STATION within two business days after STATION has verbally notified AGENCY, STATION may either makegood or bill AGENCY for the time reserved. STATION will exert reasonable commercial effort to telecast material received from AGENCY despite late receipt.
- (c) If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes or for similar causes beyond AGENCY's control, AGENCY cannot provide commercial and/or program material prior to scheduled telecast hereunder, AGENCY shall not be liable to STATION. In such event, STATION shall suggest a makegood for telecast of said commercial and/or program material. If no such makegood is mutually

agreed upon, STATION shall credit AGENCY for the time and/or program charges hereunder in the amount of money assigned to the time period and/or program at time of purchase. AGENCY shall have the benefit of the same rates which would have been earned if the commercial announcement and/or program had been telecast.

(d) Broadcast program and commercial material provided by AGENCY is subject to STATION approval and STATION may exercise a continuing right, in its sole discretion, to reject such material, including without limitation a right to reject for unsatisfactory technical quality.

(i) In the event program material is unsatisfactory to STATION, STATION shall notify AGENCY by telephone within 48 hours of receipt of program material and subsequently by written confirmation. Unless AGENCY furnishes material satisfactory to STATION by three days in advance of broadcast, STATION shall have the right to substitute its own program at no penalty to AGENCY or STATION.

(ii) In the event commercial material is unsatisfactory to STATION, STATION shall notify AGENCY by telephone and subsequently by written confirmation. Unless AGENCY furnishes material satisfactory to STATION by two business days in advance of broadcast, this contract may be terminated by either party without penalty to either party.

#### **9. BROADCAST LIABILITIES**

(a) STATION agrees to hold and save AGENCY and Advertiser harmless against all liability resulting from the broadcast of (1) program material, except program material furnished by AGENCY and (2) musical compositions licensed for broadcasting by a music licensing organization of which STATION is a licensee. AGENCY agrees to hold and save STATION harmless against all liability resulting from the broadcast of commercial material or program material furnished by AGENCY, except musical compositions licensed as stated above.

#### **10. STREAMING OF ADVERTISING**

(a) The Station shall have the right, but not the obligation, by streaming or otherwise, to disseminate any commercial announcement governed by this contract on any Internet Web site without the prior written approval of the Agency.

#### **11. JOINT AND SEVERAL LIABILITY**

(a) AGENCY is acting as agent for a disclosed principal, the Advertiser named on the face hereof, including as Advertiser's agent for making payments on all invoices hereunder.

(b) Notwithstanding to whom invoices are rendered, Advertiser and AGENCY shall remain jointly and severally obligated to STATION under this contract, including without limitation for payment of the amount of any invoices rendered within the time specified and until payment in full is received by STATION. Payment by Advertiser to AGENCY shall not constitute payment to STATION. AGENCY and Advertiser understand and acknowledge joint and several liability hereunder and any language to the contrary in any insertion order shall be null and void.

#### **12. NON-DISCRIMINATION**

(a) STATION does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. AGENCY hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.

#### **13. GENERAL**

(a) STATION's obligations hereunder are subject to the licenses held by it and to applicable Federal, state and local laws and regulations.

(b) 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 and other property furnished by AGENCY in connection with broadcasts hereunder. STATION will not accept or process mail, correspondence or telephone calls in connection with broadcast except after its prior approval.

(c) This contract, including the rights under it, may not be assigned or transferred without first obtaining the consent of STATION in writing; nor may STATION be required to broadcast hereunder for the benefit of any other Advertiser than the one named on the face of this contract.

(d) Failure of STATION or AGENCY to enforce any of the provisions hereunder shall not be construed as a general relinquishment or waiver as to that or any other provision.

(e) This contract contains the entire agreement between the parties relating to the subject matter herein contained and no change in its terms and provisions shall be effective unless agreed to in writing.