

CONDITIONS

The organization (hereinafter called "the Agency") contracting for audio time covered by this contract on behalf of the Advertiser named on the face of this contract (hereinafter called "the Advertiser") and the station accepting this contract (hereinafter called "the Station") hereby agree that this contract shall be governed by the following conditions:

1. PAYMENT AND BILLING

(a) The Station will bill the 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 the Agency, such code for each commercial announcement.

(c) The Station warrants that all information shown on this Invoice is true and correct and was taken from the commercial record produced and maintained at the Station, and will be made available, as will other records adequate to verify performance of conditions of sale, on request, for inspection by the Advertiser or the Agency for a minimum of twelve (12) months from the month of broadcast. This statement shall evidence proof of performance.

(d) Payment by the Agency is due within thirty (30) days after receipt of invoice and affidavit of performance by the Agency.

(e) Unless otherwise set forth by the Agency on the face of this contract, the Station agrees to hold the Agency solely liable for payment to the extent proceeds have cleared from the Advertiser to the Agency for advertising broadcast in accordance with this contract. For sums owing but not cleared to the Agency, the Station agrees to hold the Advertiser solely liable.

2. TERMINATION

(a) Announcements: Contracts of two consecutive weeks or less are not cancelable. Contracts are subject to cancellation upon two weeks prior notice, but no such cancellation shall be effective until two Broadcast weeks have run.

(b) Programs: Programs of five minutes or more in duration may be cancelled by the Station or the Agency upon such prior notice as stated on the face of the Program Sponsorship Agreement.

(c) If the Agency cancels this contract, earned rates will apply. If the Station cancels this contract, the Agency shall have the benefit of the same discounts which it would have earned had it been allowed to complete the contract.

3. RENEWAL

(a) Commercial announcements or programs may be renewed upon fourteen (14) days notice prior to expiration.

4. EFFECT OF BREACH

(a) The Station reserves the right to cancel this contract upon default by the 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. If the Station cancels by reason of the Agency's material breach, the Agency's only liability shall be to pay for broadcasts completed hereunder prior to cancellation by the Station.

(b) In the event of a material breach by the Station in performing this contract, the Agency reserves the right to cancel this contract at any time upon prior notice.

5. FAILURE TO BROADCAST

(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 mechanical or electronic breakdowns, beyond the Station's control, there is an interruption or omission of any commercial announcement or program contracted to be broadcast hereunder, the Station may suggest a substitute time period or makegood for the broadcast of the interrupted or omitted commercial announcement or program. If no such substitute time period or makegood is acceptable to the Agency, the Station shall allow the Agency (1) with respect to a program, a pro rata reduction in the time and/or program charges hereunder in the amount of money assigned to the time and/or program charges at time of purchase and (2) with respect to a commercial announcement, a reduction in the time charges equal to the amount of money assigned to the commercial announcement at time of purchase. The Agency shall have the benefit of the same discount which would have been earned if there had been no interruption or omission in the broadcast.

6. SUBSTITUTION OF PROGRAMS OF PUBLIC SIGNIFICANCE

(a) The 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 significance. In any such case, the Station will notify the Agency in advance if reasonably possible, but where such notice cannot reasonably be given, the Station will notify the Agency within one business day after such scheduled broadcast has been cancelled.

(b) If the Agency and the Station cannot agree upon a satisfactory substitute day and time, the broadcast time so preempted shall be deemed cancelled without affecting the rates, discounts, or rights provided under this contract, except that the Agency shall not have to pay the cancelled Station charges. However, in such a case, if the program substituted by the Station is a sponsored program, the Station shall pay to the Agency, the Agency's actual non-cancelable live talent cost incurred by the Agency for the production of a live program (not taped nor recorded) in the cancelled time, and the reasonable allocated rental cost of tapes or recordings scheduled for the cancelled broadcast and not usable for future scheduling.

7. PROGRAM AND COMMERCIAL MATERIAL

(a) Unless otherwise noted on the face of this contract, all program material, excluding commercial announcements, shall be furnished by the Station, and all commercial announcement material shall be furnished by the Agency. All expenses connected with the delivery of commercial announcements to the Station, and with return therefrom if return is directed, shall be paid by the Agency. The Station shall retain commercial material for sixty (60) days after last broadcast and may destroy such material thereafter, unless otherwise instructed by the Agency in writing.

(b) The Station is required to advise the Agency broadcast operations desk by telephone and subsequently by written confirmation, if the Agency furnished program or commercial material and scheduling instructions do not arrive three business days in advance of broadcast date. If such material and instructions do not arrive at the Station within two business days after the Station has notified the Agency, the Station may either makegood, or bill the Agency for the time reserved. The Station will exert all reasonable effort to broadcast material received from the 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 any other cause beyond the Agency's control, the Agency cannot provide commercial and/or program material prior to scheduled broadcast hereunder, the Agency shall not be liable to the Station. In such event, the Station shall suggest a makegood for broadcast of said commercial and/or program material. If no such makegood is mutually agreed upon, the Station shall credit the Agency for the time and/or program changes hereunder in the amount of money assigned to the time period and/or program at time of purchase. The Agency shall have the benefit of the same rates, which would have been earned if the commercial announcement and/or program had been broadcast.

(d) Broadcast program and commercial material provided by the Agency is subject to the Station's approval and the Station may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality. In the event the program material is unsatisfactory, the Station shall notify the Agency by telephone within forty-eight (48) hours of receipt of program material and subsequently by written confirmation. Unless the Agency furnishes satisfactory material by three business days in advance of broadcast, the Station shall have the right to substitute its own program at no penalty to the Agency. In the event the commercial material within the program is unsatisfactory, the Station shall notify the Agency by telephone and subsequently by written confirmation, and unless the Agency furnishes satisfactory material two (2) business days prior to broadcast date, this contract may be terminated by either party without penalty to either party.

8. BROADCAST LIABILITIES

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

9. RADIO STATION STREAMING OF ADVERTISING

A broadcast station may not, by streaming or otherwise, disseminate any commercial announcement governed by this contract on any Internet Web site without prior written approval of the Agency.

10. GENERAL

(a) The 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 the Agency prior to receipt. The Station will not accept or process mail, correspondence, or telephone calls in connection with broadcasts except after the Station's prior approval.

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

(c) Failure of the Station or the Agency 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) The Station's obligation hereunder are subject to the terms and conditions of 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.

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