

CREDIT APPLICATION / ADVERTISING TIME PURCHASE TERMS AND CONDITIONS

The person, firm or entity, including, but not limited to, advertisers (“Advertiser”), their buying agencies (“Agency”) and organizations known as advertising or buying services (“Service”), applying for credit to purchase such advertising and seeking to purchase advertising time (collectively called “Buyer”) and the station providing such credit and advertising (hereinafter called “Station”) hereby agree that the following terms and conditions shall govern issuance of credit and purchase of advertising by and on the Station:

1. BILLING AND PAYMENT

- (a) Station will bill Buyer monthly, using the standard broadcast month, unless otherwise provided on the advertising purchase contract.
- (b) Invoices shall contain advertiser/product, date, time, commercial length, cost and the commercial code identifying each announcement, if supplied.
- (c) Station warrants that all information shown in invoices is true and correct and taken from the commercial record produced and maintained at Station and will be made available, as will other records adequate to verify performance of conditions of sale, on request, for inspection by Buyer for a minimum of 12 months from the month of telecast. Invoices shall evidence proof-of-performance.
- (d) If credit is extended to Buyer, payment by Buyer is due within 30 days after receipt of invoice. If payment is not received within the specified time, Buyer agrees to pay all reasonable collection costs, costs of suit and reasonable attorneys’ fees incurred in enforcing the agreement. If payment is not received within the specified time, the Station also reserves the right to: 1) cancel existing orders; 2) refuse new orders; 3) notify Advertiser of account status if purchased by Agency or Service; 4) assess interest charges of 1.5% per month and a late charge to the account; and 5) pursue any rights and remedies it may have under applicable laws.
- (e) **Notwithstanding to whom bills are rendered, Advertiser, Agency and Service, jointly and severally, shall remain obligated to pay to Station the amount of any bills rendered by Station within the time specified and until payment in full is received by Station. Payment by Advertiser to Agency or to Service, or payment by Agency to Service, shall not constitute payment to Station.** In the event that ads are placed by a third party in “care of” an Agency or Advertiser, the Agency and Advertiser assume full responsibility jointly and severally for all actions of such third party and for payment of television advertising time placed by that third party.

2. TERMINATION

- (a) Commercials: Contracts of 2 consecutive weeks or less are not cancelable. Contracts are subject to cancellation upon 2 weeks prior notice, but no such cancellation shall be effective until 2 telecast weeks have run.
- (b) Programs: Contracts may be cancelled upon such prior notice as stated on the face of the contract.

3. PRODUCTION

- (a) Station facilities may be utilized for production of commercial announcements and programs, subject to available production time.
- (b) Production charges are handled separately from time charges. Buyers that schedule production time at the Station are required to provide a check for payment of accrued charges following the production session. No spots will air, nor will dubs be ordered, until payment is received for the correct amount.

4. RATES

- (a) Rates fluctuate on a daily basis according to class of time ordered. Quoted rates from availability requests are for 30-second ads. Rates for other lengths of spots will be quoted upon request.
- (b) When requested, Station will attempt to provide exclusivity within commercial ad pods against products, services and advertisers similar to those of the advertiser. Such exclusivity is *not guaranteed*.
- (c) Station reserves the right to increase rates, but no such increases shall be applied to telecasts unless the Buyer is advised of such increase and its effective date and such increase is accepted by Buyer.

5. EFFECT OF BREACH

- (a) Station reserves the right to cancel an advertising contract upon default by Buyer 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 Buyer’s material breach, Buyer’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 airing the Buyer’s advertising, Buyer reserves the right to cancel the advertising contract at any time upon prior notice.

6. FAILURE TO TELECAST

- (a) If, due to public emergency or necessity, *force Majeure* events, restrictions imposed by law, acts of God, labor disputes or for any other cause, including mechanical or electronic breakdowns, beyond Station’s control, an interruption or omission of any commercial announcement or program contracted to be telecast hereunder, Station may suggest a substitute time period for the telecast of the interrupted or omitted commercial announcement or program.
- (b) If no such substitute time period, or makegood, is acceptable to Buyer, Station shall allow Buyer 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 the 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 the time of purchase. Buyer shall have the benefit of the same rates, which would have been earned if there had been no interruption or omission in the telecast.

7. SUBSTITUTION OF PROGRAMS

- (a) Station has the right to cancel any telecast or portion thereof covered by an advertising contract in order to telecast any

program, which, in its absolute discretion, it deems to be of public significance.

(b) In the case of cancellation, Station will notify Buyer in advance, but where such notice cannot reasonably be given, Station will notify Buyer within one business day after such telecast has been cancelled.

(c) If Buyer and Station cannot agree on a satisfactory substitute day and time, the telecast time so preempted shall be deemed cancelled without affecting the rates, or rights provided under the advertising contract, except that Buyer shall not have to pay the cancelled Station charges.

8. PROGRAM AND COMMERCIAL MATERIAL

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

(b) Buyer shall submit advertising spots on videotapes (Beta or DVC Pro), DVDs or via Electronic Commercial Delivery (*e.g.* DG System, Fast Channel or Pathfire), along with written instructions for their use to Station as soon as possible to ensure proper airing. Changes to instructions should be in writing to Station by letter, FAX or email prior to changes being made. Videotapes should be received in sufficient time to permit confirmation of compliance with telecast technical standards. No data shall be included in the vertical blanking interval or otherwise imbedded in the spots without notice to Station and all such data shall be decodable using Station's standard equipment.

(c) Station is required to advise Buyer's Operations Desk by telephone and subsequently by written confirmation, if Buyer-furnished program or commercial material and scheduling instructions do not arrive 3 business days in advance of telecast date. If such material and instructions do not arrive at station within 2 business days, Station may either makegood, or bill Buyer for the time reserved. Station will use all reasonable effort to telecast material received from Buyer despite late receipt.

(d) Program and commercial material provided by Buyer is subject to Station approval and Station may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality. In the event the *program* is unsatisfactory, Station shall notify Buyer by telephone within 48 hours of receipt of program material and subsequently by written confirmation. Unless Buyer furnishes satisfactory material by 3 business days in advance of telecast, Station shall have the right to substitute its own program at no penalty to Buyer. In the event the *commercial material* within the program is unsatisfactory, Station shall notify Buyer by telephone and subsequently by written confirmation, and unless Buyer furnishes satisfactory material 3 business days prior to telecast date, the advertising contract may be terminated by either party without penalty to either party.

9. INDEMNITIES

Station agrees to hold and save Buyer harmless against all liabilities resulting from the telecast of (a) program material except program material furnished by Buyer and (b) musical compositions licensed for telecasting by a music licensing organization of which Station is a licensee. Buyer agrees to hold and save Station harmless against all liability resulting from the telecast of commercial material, program material or musical compositions furnished by Buyer.

10. 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 or damage to program or commercial material and other property furnished by Buyer in connection with telecasts hereunder. Station will not accept or process mail, correspondence, or telephone calls in connection with telecasts except after its prior approval.

(c) Advertising contracts, including individual rights and obligations, may not be assigned or transferred by Buyer without first obtaining the consent of Station in writing; nor may Station be required to telecast hereunder for the benefit of any other advertiser than the one named on the face of the advertising contract.

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

(e) If credit is approved, Station reserves the right to cancel credit at any time with or without notice for whatever reason. Credit will not be extended for one-time-only events or to advertisers that contemplate terminating operations within one year (including political candidates) or to those without credit histories acceptable to Station.

(f) Any dispute by applicant with any telecast, commercial announcements, or services provided by Station or the amount charged for same shall be reported to Station in writing within 30 days from the date of the invoice relating to same, time being of the essence. Any such dispute shall not affect Buyer's obligation to make payment within terms stated above. Failure to report any dispute within such time shall constitute a waiver of any claim by applicant with respect to such dispute.

(g) This application for credit is a written authorization for Station to conduct a credit inquiry on the persons and entities indicated above. Station is further authorized to answer questions about its credit experience with such persons and entities to others. Station is also authorized to recheck the applicant's credit and/or obtain new credit references from the applicant at its discretion, as long as the applicant advertises on the Station.

(h) The person executing the credit application and advertising contracts certifies that he/she is authorized to provide this information and to sign the application and contracts, and that the above statements are true and that no unfavorable information known to them has been omitted.

(i) The person executing the application and contracts on behalf of applicant acknowledges that he/she has the authority to do so, and by its execution it has caused applicant and third parties to be jointly and severally bound by the terms hereof.

(j) The application for credit, advertising contract and these terms and conditions contain the entire agreement between the parties relating to the subject matter herein contained and no change in the terms and provisions shall be effective unless made in writing.

(k) The credit application and advertising contract shall be construed under the laws of the jurisdiction within which the Station is located, without reference to the choice of law therein.