

Advertising Contract Terms and Conditions

This document sets forth the contractual obligations between the Television Station/s and/or Internet Portal. Other Media Services and said advertiser and Agency/Buying Service named hereon, hereinafter referred to as ADVERTISER and Television Station/s and/or Internet Portal. Other Media Services referred to as STATION. This is the entire Contract between the parties hereto. Unless errors in this Contract are drawn to the STATION'S attention within 5 business days, it will be deemed as having been accepted as written. The ADVERTISER and the STATION hereby agree that this Contract shall be performed in accordance with and governed by the terms and conditions here on. No verbal cancellation or changes to this Contract are permitted and if either party desires to enact a change, it must be set forth in writing within 2 weeks of proposed cancellation or change, otherwise the right to request such cancellation or change shall be deemed conclusively to have been waived.

Commercial inventory – STATION shall provide ADVERTISER with the use of commercial inventory as mutually agreed upon and noted hereon. Station will have sole determination of placement of inventory within ordered programming. From time to time, pre-emption of commercial inventory will occur. ADVERTISER agrees to allow STATION to replace pre-emption with like inventory to fulfill advertising Contract, herein noted as MAKEGOODS. STATION will be held harmless for scheduling of commercials near competitive product and like advertisers unless ordered as a 'fixed' placement commercial. STATION rate card (subject to change) and date of order entry will be the sole determinants of inventory clearances and pre-emption status.

Program Substitutions – STATION may substitute another program hereon. In such event, Advertiser's participation(s) will be scheduled by station in a replacement program(s) provided such replacement program(s) is comparable quality with comparable demographics and/or in the same time period and day as originally ordered.

Value of Inventory – STATION shall change ADVERTISER for providing such inventory as mutually agreed upon and noted hereon.

Payment – Notwithstanding to whom bills are rendered, ADVERTISER, agency and/or buying service, jointly and severally, shall remain obligated to pay STATION for the Total Contract Value of any invoice rendered by STATION to the ADVERTISER immediately following the receipt of invoicing. Payment by advertiser to agency or buying service shall not constitute payment to STATION. ADVERTISER agrees and holds station only to the obligation of airing said inventory or MAKEGOODS and of no obligation for rating guarantees unless agreed to by station before order entry. The parties agree that there are no other fees or expenses that may be deducted by ADVERTISER in any way from payment of this Contract to STATION.

Agency Representation – Agency representation shall be afforded a 15% discount for the services of post buy analysis, supplying all creative, talent, promotional elements as well as any and all obligations in conjunction with standard agency representation practices, including payment of ADVERTISER purchases in accordance with schedule hereon. Agency discount rate may be adjusted to lower percentage (less than 15%) based upon the sole discretion of the STATION if agency fails to fulfill any portion of the obligations as noted above.

Creative Content – ADVERTISER warrants that it has obtained all necessary rights for the performance and use of said advertising materials including music performance of which payment is the ADVERTISER'S obligation. In the event ADVERTISER fails to furnish creative material appropriate for air, as determined by STATION, and after request fails to furnish appropriate satisfaction, STATION may as its option schedule promotion or public service type announcement in place of ADVERTISER regularly scheduled commercial material with identification of ADVERTISER. No such action on the part of STATION under this paragraph shall relieve ADVERTISER of its obligation to make payments for all charges provided hereon.

Liability and Indemnification – Except for damages arising out of the gross negligence or willful misconduct of either party hereto no party shall be liable to the other party or its affiliates, officers, directors, successors or assigns for any incidental, consequential, special or punitive damages or lost profits arising out of this Contract. ADVERTISER will indemnify and hold harmless STATION from any liability arising from or based on the content of ADVERTISER'S advertising material, including attorneys fees for the defense of any such claims against STATION.

Miscellaneous – This Contract and schedule hereon constitute the entire Contract and understanding of the parties related to the subject matter hereof and supersede all prior and contemporaneous agreements, negotiations, contracts and understandings between the parties both oral and written. The terms of this Contract shall apply to parties hereto and any of their successors or Assigns.

Representation and Warranties – STATION and ADVERTISER each represent and warrant that this Contract has been duly authorized, executed and delivered by such party and that this Contract constitutes the legal, valid and binding obligations of such party, enforceable against it in accordance with its terms. Furthermore, in the event of legal action, ADVERTISER shall be liable for any costs incurred by Station to enforce its rights hereunder including reasonable attorney fees.

Governing Law and Jurisdiction – This agreement shall be governed by and construed under the laws of the STATION'S State applicable to contracts fully performed in the State. The parties hereto irrevocably consent to and submit to the jurisdiction of the Federal and appropriate State Courts. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding relating to this contract. STATION'S obligation hereunder is subject to applicable Federal, State and Local laws and regulations.

Confidentiality – neither party is authorized to share details of this Contract, including specific advertising rates, without express written consent of the other party.

Nondiscrimination Policy – STATION does not discriminate in advertising contracts on the basis of race, ethnicity or gender. Any provision in any order or contract for advertising that purports to discriminate on the bases of race, ethnicity, geographic location or gender, even if handwritten, typed or otherwise made a part of a particular contract is hereby rejected.