

# CONDITIONS OF CONTRACT

## THIS ORDER IS SUBJECT TO THE FOLLOWING CONDITIONS

### 1. PAYMENT

- (a) The advertiser agrees to pay, the broadcasting station agrees to hold the advertisers liable for payment, for the broadcasting covered by this agreement. Where agency alone signs contract, the contract is binding upon the advertiser as well as the agency. Where advertiser and agency both sign contract, either party is liable for payment of entire contract on case of default, bankruptcy or other cessation of business by one of the signers.
- (b) Station's invoices for broadcasting covered by this order shall, be in accordance with the station's log and so shall state on each invoice. The entries on the station's log shall be final, conclusive and non-rebuttable as to the rendition of the service entered therein.
- (c) To secure payment hereof, the advertiser and/or its agent hereby irrevocably constitutes any attorney of any court of record to appear for the advertiser, and/or its agent, in term time or vacation, at any time and from any time, and confess a joint or several judgement, without process, in favor of the station against the advertiser and/or agent for such amount as may be unpaid hereunder, together with cost of such proceeding the attorney's fees of 15% of the amount hereunder paid, and waives and releases all errors which may intervene in any such proceeding and consents to immediate execution upon said such judgement, hereby ratifying and confirming all that said attorney may do by virtue hereof.

### 2. TERMINATION

- (a) The station has the sole right to determine whether or not program and/or therein is in the public interest, convenience and necessity and the station may in its sole discretion immediately terminate the agreement and if the station terminates the agreement the advertiser will pay the station according to its rates specified herein for all services previously rendered by the station, that is advertiser shall have the benefits of the same time discounts which the advertiser would have earned had he been allowed to complete the order. In the event of such termination the station shall not be liable to the advertiser otherwise that is specified in this contract.

### 3. INABILITY TO BROADCAST

- (a) Should the station, due to public emergency or necessity, legal restriction, act of God, or at the direction of Federal, State or Municipal authorities, or for any other reason beyond the control of the station, be unable to broadcast one of the advertiser's programs at the time specified, the station shall not be liable to the advertiser for damages. Upon the happening of such contingency, the station will communicate with the advertiser, as soon as it is possible to do so, and will carry the broadcast that has been delayed at the earliest possible time comparable to that originally ordered. Such substitution by the station shall be at the same rate and conditions shown on this order. Prior to this substitution, if the advertiser desires, it shall have the right to cancel the program delayed. However, if no notice of cancellation is given, the station shall have the right to carry the broadcast in the manner indicated above in the substituted time.

### 4. SUBSTITUTION OF SUSTAINING PROGRAM OF PUBLIC IMPORTANCE

- (a) The station shall have the right to cancel any broadcast covered by this agreement and substitute a sustaining program that the station shall deem of special importance or interest. In such case the station will notify the advertiser as far in advance as possible, and the advertiser and the station will agree on a satisfactory substitute day and time for the broadcast, or if no such agreement can be reached the broadcast will be considered as cancelled without affecting the rates or rights hereunder. In the event of such cancellation or postponement, the station will make, if approved by the advertiser, a suitable courtesy announcement as to the reason for cancellation or postponement and as to any substituted time agreed upon. In the event of such replacement, when the station notifies the advertiser of less than two weeks in advance of broadcast, the station shall reimburse the advertiser any non-cancelable cost of live talent.

### 5. PROGRAMS

- (a) Should the station fail to receive the program material seven days in advance of broadcast, it shall so notify the advertiser. Subsequent to this notification, if the station fails to receive the program in time for the broadcast, if the programs are transcriptions, the station shall, following first broadcasts, repeat a previous program unless otherwise instructed, or unless program is one of a series, in which case the station shall have the right to announce the name, address, and business classification of the advertiser, produce a creditable program and intake regular charge for station time and reasonable talent charge to the advertiser. If the programs are produced locally it shall, following first broadcast, repeat the commercial announcement of the preceding broadcast, using the agreed talent unit.

### 6. INDEMNITY

- (b) Except as otherwise hereinafter expressly provided the advertiser will save the station harmless against ad liability for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names or program titles, violation of rights of privacy and infringements of copyrights and proprietary rights, resulting from the broadcasting of the programs, including announcements, herein provided for in the form furnished or approved by the advertiser, and the station shall not incur any liability under any contract which the advertiser may make or enter into with others in connection with

the broadcasting of programs hereunder, and the advertiser agrees to indemnify and save harmless the station from any such liability by reason of any personal injuries sustained by employees, entertainers or talent furnished by the advertiser. The station agrees, however to save the advertiser harmless against all liability where the programs are prepared and produced both as to artists and program content by the station excepting only such liability as may result from the broadcasting of the commercial creditors and other material furnished or approved by the advertiser.

### 7. ATTORNEY'S FEES

- (a) If it becomes necessary to place with an attorney for attention, any claim for funds due under the terms thereof, then the advertiser agrees to pay an attorney's fee for 15% of the balance unpaid.

### 8. GENERAL

- (a) This order is subject to the terms of licenses held by the parties hereto and is also subject to Federal, State and Municipal laws and regulations now in force, or which may be enacted in the future.
- (b) The rights under this order shall not be transferable to another advertiser than the one specified in this order unless the consent of the station has been obtained.
- (c) The advertiser agrees that any merchandise or service offered to the viewers of the station shall be absolutely bona fide with respect to its announced merits, description, quality, prices, or discounts from the price thereof, and further to deliver said merchandise or service to each and every customer. In exact accordance with the statements set forth in the broadcast.
- (d) This agreement is not subject to alteration or amendment except by written agreement signed by the parties hereto.
- (e) The failure of the station or of the advertiser to enforce any of the provisions here-in listed with respect to a breach thereof in any one instance shall not be construed as a general relinquishment or waiver under this agreement and the same shall nevertheless be and remain in full force and effect.
- (f) One(1) hour consists of 59 minutes. One-half hour constitutes 29 minutes. One quarter hour constitutes 14 minutes.
- (g) This contract shall be renewed automatically, upon expiration of the period or term then currently contracted for, unless not less than 15 days prior thereto one of the parties to this contract shall have given to the other party a written notice to terminate this contract at the end of the then current term.
- (h) The advertiser signer so stipulates that corporate company name on face of the contract is the correct name, that such corporation or company has a legal entity and that the advertiser signee is empowered to sign the contract for the company.
- (i) This agreement shall be binding upon the successors of the advertiser signer.
- (j) In the event the station is sold this agreement shall be assignable to the purchaser under the same terms and conditions stated herein.

### 9. RATE PROTECTION

- (a) Announcement(Fixed)- To continuous advertisers from effective date of increase- three(3) months
- (b) Announcements (Pre-emptible - - Run of Schedule) To continuous advertisers from effective date of increase three (3) months.
- (c) Participation - - Thirty (30) days form effective date of increase.
- (d) Programs - - To continuous advertisers from effective date of increase three (3) months.

### 10. CANCELLATION (ALL CANCELLATIONS SUBJECT TO SHORT RATE)

- (a) Program contracts subject to cancellation on 28 days written notice by either party.
- (b) Contracts for announcements are firm for the first four weeks and are subject to cancellation upon 14 days notice in writing thereafter.

\_\_\_\_\_  
Advertiser/Owner/Decision Maker

\_\_\_\_\_  
Date

\_\_\_\_\_  
TVTown Representative