

## Mountain Radio Group Inc. Standard Terms & Conditions

- 1) Parties  
For the purposes of this agreement:
  - a) "Station" shall refer to radio station(s) owned and operated by Mountain Radio Group Inc. and/or Mountain Country Radio and/or KDZA, the licensee(s), which will broadcast the announcements or programs as provided for hereunder.
  - b) "Advertiser" shall mean the person, firm, or corporation whose goods, services, or the like are the subject(s) of the radio time contracted for herein.
  - c) "Agency" shall mean the advertising agency, if any, that authorized the purchase of radio time from the Station.
  - d) "Advertiser/Agency" shall mean "Advertiser" if an agency is not involved with this agreement, and shall mean "Advertiser and/or Agency" if an agency is involved with this agreement.
- 2) Parties Liable  
a) Except where this Agreement is directly with an Advertiser described on the face hereof, it is expressly understood and agreed that the Agency makes this Agreement both for itself and as the agent for the designated Advertiser, and agrees on behalf of itself, and represents it as authorized to agree on behalf of the Advertiser, that it is jointly and severally liable with the Advertiser for all payments and obligations including interest, collection fees and legal expense required herein.
- 3) Payment and Billing
  - a) **All new Advertiser/Agency clients will be required to prepay their account each month for six (6) months**, unless other arrangements are approved by General Manager. Client may place a credit card on file for this payment to be made when invoice is generated. If client does not complete prepayments, order will be placed on hold. After six (6) months, billing may be updated to prebill with payment due net twenty (20).
    - i) Credit will not be extended for advertising of one-time events or to advertisers who contemplate terminating operations within one (1) year.
  - b) All Advertiser/Agency clients will be billed on either a calendar or broadcast month basis, depending on the package, unless special arrangements are made and approved by General Manager.
  - c) Station's invoices for broadcasts, announcements or other services shall be deemed correct unless proven otherwise, and shall be, in the case of broadcasts and announcements, based on Station's log.
  - d) Upon Advertiser's/Agency's request, Station shall furnish an affidavit or certification of performance at the time of billing. Unless the request is received prior to billing, the request for an affidavit or certification of performance shall not act as a condition precedent to any payment or the time of any payment called for under this agreement.
  - e) **Payments by the Advertiser/Agency shall be due upon receipt and will be considered past due twenty (20) days after the date of invoice.** A monthly finance charge of 1.5% per month, or the maximum amount permitted by law, if less than 1.5% per month may be charged on the unpaid balance of any bill which is still outstanding twenty (20) days after rendering date of said bill. If Advertiser/Agency fails to make payments as provided for herein, or if Advertiser/Agency fails to comply with any other provision of this agreement, notwithstanding any other contract provision, Station shall have the right, in addition to any other rights it may have, without notice, to cancel or suspend any broadcasting or to cancel this agreement. Station reserves the right to revoke any agency commission, in whole or in part, in the event that payments are not made as provided for herein.
  - f) **Payments shall be accepted in the form of cash, check, or credit card.**
- 4) Rates and Charges Protection  
The rates and/or charges specified on the face hereof are firm and protected to the end of this contract. The Station reserves the right to increase its rates and charges from time to time.
- 5) Termination
  - a) Either party hereto shall have the right to cancel this Agreement for any reason at any time upon thirty (30) days prior written notice to the other. Written notice shall be on Advertiser/Agency letterhead. Once cancellation notice is submitted, all broadcasts or announcements covered by this agreement aired from that date thru cancellation will be invoiced at current station market rate.
  - b) In the event of a default in the payment of any charges due the station by the Advertiser/Agency or in the event of a breach of any term or condition here, this Agreement shall be deemed terminated and all charges for broadcasts completed and not paid shall become immediately due and payable.
  - c) TFN means until further written notice.
- 6) Substitution Of Programs Of Public Importance Or In The Public Interest
  - a) Station shall have the right to cancel any broadcast or announcement or any portion thereof covered by this agreement in order to broadcast any program that Station, in its absolute discretion, deems to be of public importance or in the public interest. In such case, Station will notify Advertiser/Agency in advance, if reasonably possible, but if not, within a reasonable time after such broadcast or announcement has been canceled.
  - b) In the event that any broadcast or announcement is canceled under paragraph 6(a) above, Advertiser/Agency and Station will agree on a satisfactory substitute day and time for the broadcast or announcement, or if no such agreement can be reached within 7 days after notice of cancellation, the broadcast or announcement will be considered canceled without affecting the rates or rights provided under this agreement, except that Advertiser/Agency shall not be required to pay for the cancelled broadcast or announcement.
- 7) Failure to Broadcast  
If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes or any other cause, including mechanical or electronic breakdowns, beyond Station's control, there is an interruption or omission of my commercial or program contracted to be broadcast hereunder, Station may suggest a substitute time period for the broadcast. If no such substitute time is available or agreed upon between the parties, the time charges allocable to the interrupted or omitted program or commercial announcement will be waived.
- 8) Program and Commercial Material
  - a) This agreement is not exclusive as to Advertiser's business, products or services and Station remains free to solicit and broadcast programs or announcements of other advertisers whether or not they are in competition with Advertiser's business, products, or services.
  - b) All commercial materials, audio or video tapes, programs, or other similar materials shall be furnished and delivered to Station at Agency's/Advertiser's sole expense. Such materials, together with any instructions pertaining thereto, shall be delivered at least 48 hours in advance of the scheduled broadcast or announcement. If the Advertiser/Agency fails to deliver such program or commercial material at least 48 hours prior to the scheduled broadcast, Station may charge for time reserved. All materials furnished for broadcast shall not be contrary to the public interest and shall conform to Station's then-existing program and operating policy and quality standards, and are subject to Station's prior approval and continuing right to reject or require editing of such materials. No advertising matter, announcement, or program that may be deemed, in the Station's sole discretion, injurious or prejudicial to the public's interest, the Station, or honest advertising and reputable business in general will be accepted. Station may destroy or dispose of any commercial material 60 days after the last broadcast hereunder, unless otherwise instructed in writing by Advertiser/Agency.

## Mountain Radio Group Inc. Standard Terms & Conditions

- c) If due to public emergency or necessity, force majeure, acts of God, labor disputes or the like, the Advertiser/Agency cannot provide commercial and/or program material prior to the scheduled broadcast, there shall be no liability to the Station. In such event Station may suggest a substitute day ad time period for broadcast.
- 9) Indemnification
- a) Notwithstanding Station's approval right in paragraph 8(a), Advertiser/Agency agrees to indemnify and hold the Station, its agents, employees, and officers harmless from any and all claims, damages, obligations, liabilities, costs and expenses, including attorney's fees, arising out of the content of the programming or advertising materials aired hereunder including, any violation of law or regulation, or for any injury to or violation of the rights of any person resulting from the broadcast of any material furnished by Advertiser/Agency or the user of any talent provided by Advertiser/Agency for the purpose of the programs and announcements provided for herein.
  - b) The provisions of Paragraph 9(a) shall survive any cancellation or termination of this agreement.
- 10) Disputes
- Any discrepancy, dispute, or disagreement by Advertiser/Agency with any broadcast, announcement, program, or other service provided by Station hereunder or related to the amount charged by Station for same shall be reported to Station in writing within 20 days from the date of the invoice relating to same, time being of the essence. Failure to report such discrepancy, dispute, or disagreement in writing within such time shall constitute a waiver of all claims by Advertiser/Agency arising out of or related to such discrepancy, dispute, or disagreement.
- 11) General Provisions
- a) This agreement is subject to the terms of the licenses held by Station and is further subject to all federal, state, and municipal laws and regulations now in force or that may be enacted in the future, including but not limited to the Rules and Regulations of the Federal Communications Commission and its decisions, actions, and orders when acting under its quasi-legislative powers.
  - b) This agreement, 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 Advertiser/Agency other than those named on the face of this agreement.
  - c) 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 Advertiser/Agency in connection with broadcasts hereunder.
  - d) In the event of a breach by Station, Advertiser's/Agency's exclusive remedy therefore shall be a credit for substituted advertising time of equal value, and in no event shall Station be liable for any consequential, incidental, or punitive damages, or monetary damages of any type.
  - e) Station's obligations herein are subject to the terms and conditions of licenses held by it and to applicable federal, state and local laws and regulations
  - f) If it becomes necessary for Station to place Advertiser's/Agency's account with an attorney or collection agency for the purpose of enforcing its rights hereunder, Advertiser/Agency shall be liable to Station for reasonable attorneys' fees, costs, and expenses.
  - g) All notices hereunder shall be in writing and delivered by hand or registered or certified mail and shall be deemed given when delivered in person or, if mailed, on the second business day after the date of the mailing. Any notice hereunder shall be sufficient if given to either Advertiser or Agency.
  - h) Any use by the Advertiser/Agency for advertising, merchandising and /or promotional purposes of pictures, likeness, name and/or statements of endorsements of Station personalities without prior written consent of Station is expressly prohibited and shall be deemed a material breach entitling Station to cancel this Agreement.
  - i) Any Advertiser/Agency purchasing sponsorship or participations within a live talent program of Station recognizes and accepts that key talent will occasionally be absent from the program due to vacation, illness, or other reasonable cause. In these instances, Station shall substitute talent of its own selection without additional charge and Advertiser/Agency will continue to pay the contracted price.
  - j) This agreement shall continue in full force and effect until canceled in accordance with section 5(a) above.
  - k) This agreement shall be governed by the laws of the state in which the Station maintains its broadcast facilities.
  - l) This 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, gender or ethnicity.
  - m) Advertiser hereby certifies that it is not buying broadcasting air time under this advertising sales contract for a discriminatory purpose, including but not limited to decision not to place advertising on particular stations on the basis of race, gender, national origins, or ancestry.