

## **STARCOM STANDARD ADVERTISING TERMS AND CONDITIONS**

The organization contracting for the purchase of advertising covered by this contract hereinafter called "AGENCY" or "ADVERTISER" as the case may be) and The Starcom Group (or an affiliate thereof) (hereinafter called "STATION") hereby agree that all advertising placed by AGENCY or ADVERTISER with Station shall be governed by the following terms and conditions:

### **1. PAYMENT AND BILLING**

- (a) STATION will bill AGENCY or ADVERTISER monthly, using the Final Sunday Fiscal Month, unless otherwise provided on the face of the contract.
- (b) Payment by AGENCY or ADVERTISER is due upon receipt of invoice. AGENCY or ADVERTISER waives any billing dispute if AGENCY or ADVERTISER does not notify STATION of such dispute in writing within thirty (30) days from date of the invoice containing such amount in dispute. In the event AGENCY or ADVERTISER timely notifies STATION of such dispute, AGENCY or ADVERTISER and STATION shall work diligently with each toward a resolution, but any amount not in dispute shall be promptly paid as described herein. Payments by established and recognized advertising agencies for on-air advertising shall be subject to a 15% agency discount on cash payments only, except for non-commissionable amounts or as otherwise stated herein or in a governing master contract.
- (c) For on-air advertising, upon request STATION shall provide proof of performance specifying exact times when commercials were aired taken from the official log maintained by STATION.
- (d) If this agreement is entered into by an AGENCY, then AGENCY agrees that ADVERTISER and AGENCY are jointly and severally purchasing the advertising hereunder and acknowledges that any credit that has been extended by STATION has been extended on the basis of the credit and promise to pay of both AGENCY and ADVERTISER. AGENCY represents and warrants that it is authorized to bind the ADVERTISER and agrees that AGENCY and ADVERTISER shall be jointly and severally liable for the payments to be made under this agreement. Sequential liability is not accepted unless specifically agreed to in writing by STATION management.

### **2. TERMINATION**

- (a) On-air commercial announcements or programs of less than 5 minutes duration may be cancelled by STATION, AGENCY or ADVERTISER upon fourteen (14) days prior written notice, but no such cancellation shall be effective until fourteen (14) days after initial start of broadcasting hereunder otherwise stated on face of confirmation.
- (b) On-air programs of 5 minutes or longer duration may be cancelled by STATION, AGENCY or ADVERTISER upon twenty-eight (28) days prior notice, but no such cancellation shall be effective until twenty-eight (28) days after initial start of broadcasting hereunder unless otherwise stated on face of confirmation.
- (c) All other advertising may be cancelled immediately by STATION, and upon fourteen (14) days prior written notice by AGENCY or ADVERTISER.
- (d) If AGENCY or ADVERTISER cancels contract, standard rates will apply.

### **3. EXTENSIONS AND RENEWALS**

Any extensions or renewals of this contract shall be subject to prior approval by STATION and shall be at the rates in effect at the time of said extension or renewal.

#### 4. EFFECT OF BREACH

(a) STATION reserves the right to terminate this contract upon default by AGENCY or ADVERTISER in the payment of bills or other material breach of the terms hereof at any time upon one day's notice. Upon such termination all charges for advertising completed hereunder and not paid shall become immediately due and payable. If STATION terminates by reason of AGENCY's or ADVERTISER's material breach, AGENCY's or ADVERTISER's liability shall be to pay not only for advertising completed hereunder prior to termination by STATION but for advertising to be completed thereafter under the contract, less only the STATION's actual cost savings realized on account of termination (such as fees to live talent that are cancellable at the time of termination of the contract).

(b) In the event of material breach by STATION in performing this contract, AGENCY or ADVERTISER reserves the right to terminate this contract at any time upon one (1) day's prior notice. In no event shall STATION be liable or responsible for any incidental, special, consequential or punitive damages (including without limitation, lost profits, promotional costs or costs of other media) relating to the performance or breach of this Agreement whether arising in contract, tort or otherwise. STATION's total liability to AGENCY and/or ADVERTISER for any breach of or failure to perform this Agreement shall be limited to a refund of any amounts paid to STATION under this Agreement regardless of whether such liability arises in contract, tort or otherwise.

(c) In case suit or action is instituted by STATION for the collection of any money owing hereunder or for enforcement of any of STATION's rights hereunder, AGENCY and/or ADVERTISER agrees to pay all costs and disbursements of said suit or action together with reasonable attorney's fees.

#### 5. FAILURE TO BROADCAST

If for any reason there is an interruption or omission of any advertising contracted to be broadcast or published hereunder, STATION may suggest a substitute time period for the broadcast/publication of the interrupted or omitted advertising. If no such substitute time period is acceptable to AGENCY or ADVERTISER, STATION shall provided AGENCY or ADVERTISER with the following: (1) with respect to an on-air 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; (2) with respect to an onair commercial announcement, a reduction in the time charges equal to the amount of money assigned to the commercial announcement at time of purchase; and (3) with respect to all other advertising, a pro rata reduction of charges hereunder . The foregoing shall be STATION's sole liability for any failure to broadcast/publish any advertising hereunder. IN NO EVENT SHALL STATION BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

#### 6. SUBSTITUTION OF PROGRAMS OF PUBLIC SIGNIFICANCE

(a) STATION shall have the right to cancel any purchased advertising or portion thereof covered by this contract in order to broadcast any program (or publish any content) which, in its absolute discretion, it deems to be of public significance. In any such case, STATION will notify AGENCY or ADVERTISER in advance if reasonably possible, but where such notice cannot

reasonably be given STATION will notify AGENCY or ADVERTISER promptly after such scheduled broadcast/publication has been cancelled.

(b) If AGENCY or ADVERTISER and STATION cannot agree upon a satisfactory substitute day and time, the broadcast/publication time so preempted shall be deemed cancelled without affecting the rates, discounts, or rights provided under this contract, except that AGENCY or ADVERTISER shall not have to pay the cancelled STATION charges.

## 7. ON-AIR RATE CLASS CODES AND OTHER TERMS

(a) The on-air Rate Class Codes are as follows: F = Fixed, will run within designated day and day part; M = Moveable within the overall time parameters indicated without promise as to the specific placement or distribution therein; P = Preemptible, scheduled to run within the overall time parameters indicated subject to preemption for other business at the discretion of the STATION.

(b) Any additional written terms and conditions contained in STATION's proposal or quotation, which are not inconsistent herewith, are hereby incorporated by reference.

## 8. PROGRAM AND COMMERCIAL MATERIAL

(a) Unless otherwise noted on the face of this contract, all advertising shall be furnished by STATION, excluding content and material, which shall be furnished by AGENCY or ADVERTISER. All expenses connected with the delivery of advertising to STATION, and with return therefrom, if return is directed, shall be paid by AGENCY or ADVERTISER. In the event STATION furnishes or produces the advertising, STATION shall own all rights to such advertising and the copy and content contained therein, including without limitation all copyrights, the creative concept contained therein, and any display, audio and/or video content.

(b) STATION will attempt to advise AGENCY or ADVERTISER by telephone or email if AGENCY or ADVERTISER furnished advertising material and/or scheduling instructions do not arrive 72 hours in advance of advertising date. If such material and instructions do not arrive at the STATION within twenty-four (24) hours after STATION has notified the AGENCY or ADVERTISER, STATION may bill AGENCY or ADVERTISER (as the case may be) for the time/advertising reserved. STATION will use reasonable commercial efforts to broadcast/publish material received from AGENCY or ADVERTISER despite late receipt.

(c) With respect to banner advertising, AGENCY or ADVERTISER shall not furnish to STATION any advertising material in violation of the Starcom Blocked Ads List, as modified by Station from time to time. A copy of the most recent Starcom Blocked Ads List is available upon request. If any AGENCY or ADVERTISER banner ad violates Starcom Blocked Ads List and no substitute ad is provided, STATION may bill AGENCY or ADVERTISER (as the case may be) for the ad space reserved.

(d) If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes or for any other cause beyond AGENCY's or ADVERTISER'S control, AGENCY or ADVERTISER cannot provide advertising material prior to scheduled broadcast/publication hereunder, AGENCY or ADVERTISER shall not be liable to STATION. In such event, STATION shall suggest a substitute day and time period for broadcast/publication of said advertising and/or program material. If no such substitute day and time period is mutually agreed upon, STATION shall credit AGENCY or ADVERTISER for the charges hereunder in the amount of money assigned to the subject advertising.

(e) Advertising material provided by AGENCY and ADVERTISER is subject to approval and STATION may exercise a continuing right to reject such material, including a right to reject for

unsatisfactory technical quality or content. In the event advertising material is unsatisfactory, STATION shall have the right to substitute its own material at no penalty to AGENCY or ADVERTISER. In the event the commercial material is unsatisfactory, STATION will attempt to notify AGENCY or ADVERTISER by telephone or email and unless AGENCY or ADVERTISER furnishes satisfactory material twenty-four (24) hours prior to broadcast/publication time. STATION may bill AGENCY or ADVERTISER (as the case may be) for the time/advertising reserved. STATION will use reasonable commercial efforts to broadcast/publish material received from AGENCY or ADVERTISER despite late receipt.

(f) In the event STATION provides copy and/or production services to ADVERTISER all rights to such copy, production and any audio and /or video recordings thereof shall be and remain the sole and exclusive property of STATION and ADVERTISER's permitted use thereof shall be limited to advertising on the STATION.

## 9. ADVERTISING LIABILITIES

(a) STATION agrees to hold and save AGENCY and ADVERTISER harmless against all liability resulting from the broadcast of material supplied by Station (i.e., excluding material furnished by AGENCY or ADVERTISER. AGENCY and ADVERTISER jointly and severally agree to hold and save STATION harmless against all liability resulting from the advertising material or program material furnished by AGENCY or ADVERTISER.

(b) AGENCY and ADVERTISER warrant that all commercials provided to Station are properly licensed to be published and performed via over the air broadcast and on the internet. Station may elect to publish and perform commercials on the internet.

## 10. NON-DISCRIMINATION POLICY

**NONDISCRIMINATION POLICY:** Station does not discriminate in advertising contracts on the basis of race or ethnicity, and will not accept any advertising which is intended to discriminate on the basis of race or ethnicity. ADVERTISER and/or AGENCY represents and warrants that it is not purchasing advertising time from Station that is intended to discriminate on the basis of race or ethnicity.

## 11. GENERAL

(a) STATION shall exercise normal precautions in handling of property and mail but assumes no liability for loss of or damage to program or advertising material and other property furnished by AGENCY or ADVERTISER. STATION will not accept or process mail, correspondence or telephone calls in connection with broadcasts/publications except after prior approval.

(b) This contract, including the rights under it, may not be assigned or transferred by AGENCY or ADVERTISER without first obtaining the consent of STATION in writing, nor may STATION be required to broadcast/publish hereunder for the benefit of any advertiser other than the one named on the face contract. Failure of STATION or of AGENCY or ADVERTISER to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision.

(c) STATION's obligations hereunder are subject to the terms and conditions of licenses held by it and to applicable federal, state and local laws and regulations.

(d) 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 against any party unless the same is in writing signed by said party.

(e) This agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument.

(f) Any sales, use, gross receipts or similar taxes imposed as a result of this order shall be the responsibility of AGENCY and ADVERTISER. STATION may collect such tax in addition to the price of advertising hereunder.

**Standard Advertising Terms Conditions 2016**