



## TERMS & CONDITIONS

1. The time scheduled for transmission will not be considered to be exact and it is subject to fluctuation due to news commitments from the Station.
2. The Station reserves the right to reschedule all time spots in the event of a new program schedule; new time spots will be compatible with contracted times.
3. The Station reserves the right to broadcast contracted advertising spots at times different from the scheduled times in the event that forces beyond our control prevent that the spots be broadcasted at their original times or due to preemption agreements from the station.
4. The Station reserves the right to pre-empt any program.
5. All advertising materials must be available at the Station 48 hours prior to its air date.
6. All sports and political advertising must be pre-paid.
7. The client accepts that all invoices are due on the 30<sup>th</sup> day of each month and are payable within 10 days upon presentation. The station will charge a 3% per month over any outstanding balance not paid within 90 days of the original invoice.
8. The Station reserves the right to cancel this contract at any time if it is understood that the Client has not fulfilled the agreed terms and conditions and/or if the Client does not have or does not present proper evidence that the client owns the copyrights of material to be aired.
9. The Client or the Station may cancel this contract within 10 calendar days.
10. For programs. The Client shall own one hundred percent (100%) of the content. Client grants the station a right and license to use and distribute the content subject to client's approval.
11. Pre-existing content shall be owned by the contributing party, in regard to client's pre-existing content, the client grants the station a non-transferable, non-sub-licensable, royalty-free, license for unaltered use solely in connection affects with the obligations under this agreement during the term.
12. Neither party may use any content in any way which disparages or adversely affects the reputation of the other party hereto. If requested by either party, the other party hereto will remove any trademarks or brand features or content of the objecting party prior to use.
13. The Station represents and warrants that the Station's content will be factually correct and that nothing in the station content is or will be defamatory or violate the rights of any third party, including but not limited to any copyright, trademark or rights or privacy or publicity.
14. Client represents and warrants that the content will not violate the rights of any third party, including, but not limited to any copyright, trademark, or rights of privacy or publicity and that the use of the client's content under this agreement shall not infringe upon or violate the rights of any third party.
15. Each party agrees to hold the other party and its affiliated corporations and licensees harmless against any and all claims, losses, liabilities, damages, costs and/or attorneys' fees arising out of its breach of this agreement including representations or warranties contained herein.