



BROADCAST MANAGEMENT SERVICES INC.
 KCAA RADIO AGREEMENT
 1275 W. Park Ave, 7752 Redlands, CA 92373
 Phone: (909) 383-1065 · Email: Info@kcaaradio.com



CLIENT'S NAME:

TYPE OF BROADCAST: ___ (60:) (30:) (News:) (Remote:)

Start Date: **End Date:**

Agreement Total \$:

Special Instructions:

New Agreement: **Renewal:** **Revision:**

BROADCAST SCHEDULE

<i>Week of</i>	<i>Sunday</i>	<i>Monday</i>	<i>Tuesday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>	<i>Saturday</i>

Failure to pay as agreed may result in contract cancellation. Station reserves right to cancel or rearrange broadcast time in case of scheduling conflicts, power or equipment failure beyond the station's control, or national, regional or local emergency. BMS, Inc. reserves the right to cancel any contract for non-payment. Client agrees to pay in advance unless other definitive financial arrangements are made prior to air date. BMS, Inc. may cancel the contract for non-payment. All spots must be aired during contract term. No bankable commercials. Client must provide script and approve production spot or recorded spot, prior to start date.

Page #2 must accompany this page (#1) for contract to be valid. Page #1 must be signed & page #2 must be initialed. BMS makes no representation or promises of success or failure of any program on KCAA-AM. Clients acknowledges and understands that BMS/KCAA has a zero tolerance for any over-the-air conduct or utterances that violate FCC rules. Therefore, any conduct or over-the-air utterance which exposes BMS/KCAA to potential FCC fines and forfeitures will be grounds for contract termination.

Furthermore, we make no guarantees or representations regarding sales made by programmer or advertiser with regard to this agreement. The station makes no guarantees regarding the success of program promotions, or through third parties, such as newspapers, billboards, etc. Signing this agreement supersedes any other agreement with BMS. This agreement may not be cancelled by client.

Weekly payments must be made automatically with a credit or debit card. If no prior arrangement is made, and no program payment is received one week after due date, contract will be subject to cancellation.

Authorized By Advertiser, Date:

Authorized By KCAA Rep. Date:

Signature:

Signature:

Print Name:

Print Name:

Email:

Email:

Company:

Notes:

Address:

City, State & Zip:

Phone:

Phone:

Accepted by KCAA Management:

Date:



BROADCAST MANAGEMENT SERVICES INC.
 KCAA RADIO 1050 - AM AGREEMENT
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CLIENT'S NAME:

1. PAYMENT AND BILLING

- a) Broadcast Management Services, Inc. will invoice CLIENT based on contract terms.
- b) Payment by CLIENT is due upon receipt of invoice and/or affidavit of performance.
- c) Invoices shall be based on total spots played and/or extra contract options.
- d) Any failure to broadcast shall be credited to the client ONLY, if individual spots were missed that can't be aired during the term of this agreement.
- e) Should any action be commenced by either party hereto in connection with any breach of this agreement by the other party, then the prevailing party shall be entitled to reasonable attorneys fees incurred in such action from the other party.

2. TERMINATION

- a) If CLIENT cancels contract, Broadcast Management Services, Inc. will immediately invoice the client for the total number of spots that would have been aired during the full term of this agreement. If STATION cancels contract, CLIENT shall have a credit due of the amount remaining on the original contract.
- b) All broadcasts must meet community standards of decency and comply with all FCC rules. Immediate termination without refund will result from any utterance that is defined under FCC rules as patently offensive, obscene or profane.

3. FAILURE TO BROADCAST

If, due to public emergency or necessity, restrictions imposed by law, acts of God, labor disputes or any other cause, including mechanical or electronic breakdowns beyond the control of Broadcast Management Services, Inc., and there is an interruption or omission of any commercial announcement or program broadcast contracted to be broadcast hereunder, then Broadcast Management Services, Inc. will substitute a time period for the broadcast of the interrupted or omitted program. If no substitute time period is acceptable to CLIENT, Broadcast Management Services, Inc. shall allow CLIENT a Pro-rata reduction in the time or program charges based on credit of individual broadcast for the next contract period.

4. EFFECTS OF BREACH

- a) Broadcast Management Services, Inc. reserves the right to cancel this contract upon default by CLIENT in the payment of bills or other material breach of the terms thereof. Upon cancellation, all charges for broadcasts completed hereunder and not paid, shall become immediately due and payable.
- b) In the event of a material breach by Broadcast Management Services, Inc. in performing this contract, CLIENT reserves the right to cancel this contract at any time.

5. SUBSTITUTION OF PROGRAMS OF PUBLIC SIGNIFICANCE

STATION shall have the right to cancel any broadcast or portion thereof covered by this contract, in order to broadcast any program which, in its absolute discretion, it deems to be of public significance. In any such case, Broadcast Management Services, Inc. will notify CLIENT in advance.

6. PROGRAM AND COMMERCIAL MATERIAL

Unless otherwise noted on the face of this contract, all program material, excluding commercial announcements, shall be furnished by STATION and all commercial announcement material shall be furnished by CLIENT. All expenses connected with the delivery of commercial announcements to Broadcast Management Services, Inc., and with return there from, if return is directed, shall be paid by CLIENT.

7. BROADCAST LIABILITIES

Broadcast Management Services, Inc. agrees to hold and save CLIENT and advertiser harmless against all liability resulting from the broadcast of (1) program material except program material furnished by CLIENT and (2) musical compositions licensed for broadcasting by a music licensing organization of which the STATION is a licensee. Client agrees to hold and save Broadcast Management Services, Inc., harmless against all liability resulting from the broadcast of commercial material or program material furnished by CLIENT except musical compositions licensed as stated above.

8. GENERAL

- a) STATION shall exercise normal precautions in handling of property and mail, but assumes no liability for loss of or damage to programmer commercial material and other property furnished by CLIENT in connection with broadcasts hereunder. Broadcast Management Services, Inc. will not accept or process mail, correspondence, or telephone calls in connection with broadcasts, except after prior approval.
- b) This contract, including the rights under it, may not be assigned or transferred without first obtaining the consent of Broadcast Management Services, Inc., in writing, nor may Broadcast Management Services, Inc. be required to broadcast hereunder for the benefit of any advertiser other than the ones built-in to the pre-recorded format, in the time constraints listed. Failure of Broadcast Management Services, Inc. or CLIENT to enforce any of the provisions herein shall be construed as a general relinquishment or waiver as to that, or any other provisions.
- c) Broadcast Management Services, Inc. has obligations hereunder which are subject to the terms and conditions of licenses held under 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 modifications of any provisions shall be effective unless made in writing and signed by both parties.

CLIENT'S INITIALS: