

TELEVISION/INTERNET CONTRACT CONDITIONS

The person: firm or corporation (including: but not limited to organizations known as advertising agencies, or buying services) contracting for television time (hereinafter called AGENCY) and the station accepting this contract (hereinafter called STATION) hereby agree that this contract shall be governed by the following conditions:

1. BILLING AND PAYMENTS

- (a) Station will from time to time at intervals following broadcasts and/or online advertising hereunder, bill Agency at address provided. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) **Notwithstanding to whom bills are rendered, advertiser, agency, and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service, or payment by agency to service, shall not constitute payment to station.**

2. STATION APPROVAL

All programs and announcements are subject to the approval of the station at its sole discretion. Station reserves the right to refuse or discontinue any advertising for reasons satisfactory to itself.

3. TERMINATION

- (a) Except as noted in Par. 2 above or unless otherwise specified on the face hereof, contracts for announcements and/or online advertisements are subject to cancellation upon 2 weeks prior notice [via fax, mail, or overnight service. All written cancellations must be accompanied by verbal verification with either the account executive, station sales manager, or station business office], but no cancellation shall be effective until 4 weeks after start of telecasting or internet advertising. Contracts which include hiatus periods of a week or more are firm for the first 2 weeks following the hiatus. Any account canceling is subject to short rate. Contracts for sponsorships are firm and non-cancelable unless noted on the face of the contract.
- (b) Station may, upon notice to Agency, terminate this contract at any time: (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Stations' reasonable opinion, impaired. Upon such termination all unpaid, accrued charges hereunder shall immediately become due and payable and Agency shall also pay, as liquidated damages, a sum equal to that which Agency would have been obligated to pay hereunder if, on the date on which Station gives such notice of termination pursuant to Par. 3(a) effective at the earliest date permitted thereunder.
- (c) Agency may, upon notice to Station terminate this contract at any time upon material breach by Station.

4. OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or government order, mechanical breakdown, or any other similar or dissimilar cause beyond the Station's reasonable control. Station fails to broadcast and/or display online content, any or all the announcement(s), program(s) or online advertisements to be broadcast or , hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows:

if no part of a scheduled broadcast or online advertisement is made, a later broadcast or online advertisement shall be made at a reasonable satisfactory substitute date and time, and if no such time is available, the time charges or online advertising charges allocable omitted broadcast shall be waived: (ii) if a material part, but not all, of a scheduled broadcast or online advertisement is omitted., the time charges r and/or online advertising charges relating thereto shall be appropriately reduced. The foregoing shall not deprive Agency of benefit of discounts which it would have earned hereunder if the broadcast had been made in its entirety.

5. PRE-EMPTIONS

Station shall have the right to cancel any broadcast and/or any internet advertising or portion thereof covered by this contract in order to broadcast any program or event which, in its sole discretion, it deems to be of public interest or significance or for any reason or cause whatsoever. Station will notify Agency of such cancellation as promptly as reasonably possible. If the parties cannot agree upon a satisfactory

substitute date and time, the broadcast and/or online advertising so pre-empted shall be deemed cancelled without affecting the rates, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the cancelled broadcast and/or online advertising.

6. PACKAGE & PRE-EMPTIBLE PURCHASES-OMISSIONS AND PRE-EMPTIONS

Notwithstanding the provisions of Pars. 4 & 5 above, if the omitted or pre-empted announcement and/or online advertisement was purchased as part of a package buy or at a pre-emptible rate, Station may pre-empt for any reason whatsoever and in all events, Agency shall continue to pay the full charge (no credit or refund will be given), but Agency shall be accorded another announcement or online advertisement at a reasonable satisfactory substitute date and time at no additional charge therefore.

7. RATE PROTECTION

Station reserves the right at any time(s) to change the rates, discounts, or charges hereunder to conform to any rate card issued after the date of this contract ("New Rate Card"), provided that such changes will not be effective so as to increase the aggregate sums payable hereunder prior to the end of the rate protection period specified in the published rate card in effect on the date hereof ("Current Rate Card"), and further provided that the rate protection set forth in the Current Rate Card shall apply only if, and to the extent that commencing not later than 30 days after the effective date of the New Rate Card, announcements hereunder are broadcast weekly without interruption or lapse unless caused by Station.

8. AGENCY MATERIAL

All commercial materials (and if so specified on the face of the contract, all program materials, including talent) shall be furnished by Agency and delivered to station at Agency's sole cost and expense. Agency shall deliver all materials not less than 96 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material, even if accepted by Station for communications from others.

If Agency requests within 30 days of last broadcast and/or online advertisement hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 90 days following the last broadcast hereunder.

9. INDEMNIFICATION

Agency will indemnify and hold harmless Station from and against all claims, demands, debts, obligations, or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast and or online advertising, preparation for broadcast and/or online advertising or contemplated broadcast and/or online advertising of materials furnished by or on behalf of Agency or furnished by Station at Agency's request for use in connection with Agency's commercial and/or online material and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all other materials furnished by Station. The indemnity shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

10. GENERAL

- (a) Station will broadcast the announcements and programs and/or online advertising covered by this contract on the dates and at the approximate hourly times provided on the face hereof.
- (b) If this contract is with a recognized advertising agency, a commission of 15% will be allowed on all time charges unless otherwise provided on the face hereof and provided Station's bills are paid when due. No commission will be allowed on any online advertising unless otherwise provided on the face hereof. Agency shall make and perform this contract as agency for a disclosed principal, the Advertiser named on the face hereof, but if Advertiser defaults in the performance of any obligation to Station hereunder Agency waives notice of default and shall be liable jointly and severally with Advertiser for any and all obligations owing to Station hereunder.
- (c) If this contract is with a recognized media buying service, all references herein to Agency shall apply to the media buying service and a commission of 15% will be allowed on all time charges unless otherwise provided on the face hereof and provided Station's bills are paid when due. No commission will be allowed on online advertising unless otherwise provided on the face hereof. Media buying services shall

- (d) make and perform this contract as agent for a disclosed principal(s), the Advertiser or the Advertiser and the agency named on the face hereof, but if Advertiser or Agency defaults in the performance of any obligation to Station hereunder, media buying service waives notice of default and shall be liable jointly and severally with Advertiser or the Advertiser and Agency (each of which shall be liable severally) for any and all obligations owing to Station hereunder.
- (e) If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- (f) Agency shall not assign this contract except to another which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may upon notice to Station change its agency and only the successor agency shall be entitled to commission, if any, on billing for broadcasts thereafter. Station is not required to broadcast and/or advertise online hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.
- (g) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of Utah. When there is inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision.

11. ANTI-DISCRIMINATION CLAUSE

This station does not discriminate in advertising contracts on the basis of race or gender. Any provision in any order or agreement for advertising that purports to discriminate on the basis of race or gender, even if handwritten, typed, or otherwise made a part of the particular contract, is hereby rejected.