

KCHN 1050 AM - **PROGRAM TIME/ COMMERCIAL CONTRACT**
MULTICULTURAL RADIO BROADCASTING, INC.

1782 W. Sam Houston Pkwy N, Houston, TX 77043 Tel: (713) 490-2538

THIS OFFER WILL BE NULL AND VOID

UNLESS FULLY EXECUTED BY ALL PARTIES BY Noon Wednesday, December 28, 2022

CONTRACT DATE: **December 12, 2022** START DATE: **January 1, 2023** END DATE: **December 31, 2024**

PROGRAM NAME: **U. S. CHINESE Channel** PROGRAMMER: **May Qi** LANGUAGE: **English / Mandarin**

ADDRESS:

PHONE:

E-MAIL:

CELL:

MONDAY – FRIDY BROADCAST TIME: 2:00 PM to Sign off.

SEE SIGN OFF SCHEDULE BELOW

MONTH	SIGN OFF		MONTH	SIGN OFF
JANUARY	5:45 PM		FEBRUARY	6:15 PM
MARCH 1 – 11TH	6:30 PM		MARCH 12 - 31	7:30 PM
APRIL	7:45 PM		MAY	8:15 PM
JUNE	8:30 PM		JULY	8:30 PM
AUGUST	8:00 PM		SEPTEMBER	7:30 PM
OCTOBER	7:00 PM		-	-
NOVEMBER 1 – 4	6:30 PM		NOVEMBER 5 – 30	5:30 PM
DECEMBER	5:30 PM		VARIES IN 2024	

TOTAL HOURS PER WEEK:

MUSIC RIGHTS:

MONTHLY RATE:

SECURITY DEPOSIT TO BE RETAINED:

SPECIAL INSTRUCTIONS: ADVERTISING AND PREEMPTIONS:

A) Station retains four (4) minutes per hour for its sole use; and **Station shall use its best effort not to place a longer than 2 minute break at any one time during any thirty minute period.** Programmer agrees to air station's advertising within ten minutes of time requested by station. Station and programmer agree not to solicit or accept advertising from each other's advertisers or sponsors, such action to constitute material breach.

B) Program time may be preempted by special programming as determined by station. Producer will be charged for program airing before or after preemption at a rate prorated in fifteen (15) minutes increments.

PAYMENT TERMS: Monthly in advance. All airfees must be paid by 25th of the month prior to month of actual broadcast. **Signer personally guarantees payment of all airfees regardless of any status in a corporation, partnership or other organization.** When in conflict, the terms on the front of this Contract supersede those on the back. **Programmer may cancel at anytime with sixty (60) days written notice to station.**

NOTICE: FAILURE TO MAKE PAYMENT FOR PROGRAM TIME AS AGREED MAY RESULT IN IMMEDIATE CANCELLATION OF THIS AGREEMENT PER SECTIONS 2 AND 3 ON PAGE TWO OF THIS AGREEMENT. PROGRAMMER AGREES AND ACCEPTS ALL TERMS AND CONDITIONS CONTAINED ON PAGE 2 OF THIS CONTRACT.

PROGRAMMER: May Qi For US Chinese Channel
May Qi

KCHN: Terry Lowry
Terry Lowry, Station Manager

Additional Terms and Conditions

1. Payment is due in advance of broadcast unless otherwise specified, but in no event, less than 48 hours prior to broadcast time. Payment must be made during normal business hours, 9am-5pm Monday through Friday.
2. The Station reserves the right, in its sole discretion, to cancel this contract at any time upon default by the Programmer for non-payment of broadcast time, or for other material breach of contract. If any of the terms and conditions of this contract is breached by the Programmer, any failure or refusal by the Station to enforce its right shall in no way constitute a waiver of the Station's rights, or a condonation, and such rights may be enforced at any time during the term of the contract.
3. In the event of termination by the Station for any of the reasons stated in paragraph (2), the Station shall be entitled to retain the security deposit as liquidated damages, plus recover any other additional damages suffered by the Station as result of Programmer's breach of the contract.
4. In the event the Programmer breaches the contract or fails or refuses to perform in accordance with the terms and conditions of the contract, the Station shall have, at its discretion, the right to enforce the contract for the entire duration as agreed upon and will hold the Programmer legally responsible for damages and costs incurred by virtue of the breach and loss of profit.
5. All additions to, modifications, cancellations, or any other changes whatsoever of the contract shall be effective only if submitted to the Station in writing, signed by the Programmer or his duly appointed agent at the Station's regular post office address and accepted and countersigned by the Station through its duly authorized representative, and no oral communication by Programmer or his agent shall be effective to change any terms and conditions of the contract.
6. The Station shall have the right of substitution or preemption of any program, at any time for the purpose of broadcasting another program which it deems to be of public importance or in the public interest. No notice shall be required for such preemption except that which is reasonable under the circumstances, if and when such a substitution is made, it will not be in default of this contract.
7. Programmer is prohibited from sub-leasing any portion of his/her airtime to a third party without written consent from the Station, said written consent shall not be unreasonably withheld upon review of contract between programmer and any third party
8. Should the Station, due to public emergency, necessity, or any other reason, including mechanical breakdown, be unable to broadcast any or part of the advertiser or Programmer's broadcast, the Station's liability will be limited to a pro rata reduction in charges, a credit in proportion to rate, or a suitable courtesy announcement.
9. Programmer agrees to furnish material of suitable quality for broadcast. The Station reserves the right to cancel the contract if the Programmer's program does not conform with the rules and regulations of the FCC, or the standards of the Station itself.
10. In the event of non-payment by the Programmer on or before due date, the Station shall have the right to charge a late fee.
11. Should the Programmer fail to supply program material for broadcasting, the Station shall have the right to broadcast a substitute program making its regular charges for time in accordance with the contract. Programmer agrees to supply Station all documentation needed for various licensing organizations, I.E., BMI, ASCAP.
12. Where the program material is supplied by the Programmer agrees to hold Station harmless against all liability, for libel, slander, illegal competition, or trade practice, infringement of trade marks, trade names, or program titles, violation of rights of privacy and infringement of copyrights and property rights, resulting from the broadcasting of such programs.
13. The Station reserves its right to terminate this agreement upon ~~fourteen~~ (14) thirty (30) calendar day written notice to the client. Nothing stated herein, however, shall limit or have any effect upon the Station's right of immediate termination, pursuant to paragraph (2) above.
14. In the event that the Programmer shall pursue litigation against the Station for any reason, Programmer agrees to pay for the Station's costs of the litigation, including but not limited to the Station's attorney fees. In the event the Station shall pursue litigation because of the default or breach of contract in any respects by the Programmer and the Station prevails in a court of law, the Programmer agrees to pay for the costs of the litigation, including Station attorney's fees.
15. Advertiser/Programmer warrants that he/she is the party that is solely responsible for payments to Station.
16. This contract is subject to the terms of license held by the Station and is subject also to Federal, State and Municipal laws and regulations now in force, or which may be enacted in the future, including the rules and regulations of the Federal Communications Commission.
17. This contract, including the rights under it, may not be assigned or transferred without first obtaining the consent of the Station in writing, nor may the Station be required to broadcast hereunder for the benefit of any other advertiser/programmer than the one named of the face of the contract. Owner may assign all or the relevant portion of this agreement in connection with the transfer of all or substantially all of the assets used for held for use in connection with any Station, including a collateral assignment to any lender or other person providing financing to the Station or the Station's parent and/or affiliates.
18. In dealing with advertiser/ programmer, the Station shall follow a uniform policy to avoid discrimination.
19. Station retains four (4) minutes each hour, to be used by Station anyway Station elects to use the time.
20. In the event the Station is sold or changes format, Station has the right to terminate this agreement effective the date that the current owners transfer control to new owners either by assignment, LMA, or when the new format goes into effect.
21. Station has the right to charge an additional fee for payment of music license agreements that the Station must maintain when playing music. Programming fee will be determined by the number of hours he/she programs on Station.
22. This agreement and all matters or issues directly or collaterally relating thereto shall be interpreted by, governed in accordance with and construed pursuant to the laws of the State of Texas without regard to its conflict of law rules.
23. This agreement constitutes the entire agreement between the parties hereto and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties respecting the subject matter hereof.
24. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, addressed to the following addresses, or to such other address as any party may request.

If to Programmer:

Name: U.S. Chinese Channel
Address: _____
Attention: May Qi
Telephone: _____
E-mail: _____

If to Station:

Name: KCHN 1050 AM
Address: 1782 West Sam Houston parkway
Houston TX 77043
Telephone: 713-490-2538
Attention: Terry Lowry
E-mail: terryl@mrbt.net

With copies to:

Name: Multicultural Radio Broadcasting, Inc.
Address: 27 William Street, 11th Floor
New York NY 10005
Attention: Sean Kim, CFO/COO

25. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, [Multicultural Radio Broadcasting Licensee, LLC or KALI-FM Licensee, LLC or Way Broadcasting Licensee, LLC] will not discriminate in any contract for airtime [or advertising] on the basis of race or gender, and all such contracts will be evaluated, accepted, negotiated and completed without regard to race or ethnicity.

IN WITNESS WHEREOF, the Programmer and the agent of Station have fully reviewed, understood, and agreed on the terms and conditions of this contract.

Programmer: US Chinese Channel

Station Agent: _____

Print Name: May Qi for US Chinese Channel

Print Name: Terry Lowry