

AGREEMENT entered into this 21st day of November 2017 between Radio America (hereinafter known as "RADIO AMERICA") and WCGW (hereinafter known as "STATION"):

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. RADIO AMERICA shall, on behalf of STATION, and as its individual sales representative, conduct a canvass for the purpose of selling spot announcements on a campaign basis.
2. Said canvassing shall begin on or about November 22nd, 2017 at RADIO AMERICA's discretion, and continue until November 22nd, 2018 or until RADIO AMERICA, in its sole discretion, has decided the canvass has exhausted its potential.
3. STATION agrees that during this period, RADIO AMERICA will be STATION's sole and exclusive representative for this type of community service campaign.
4. This contract may be terminated at any time by mutual agreement between the parties hereto, or upon 7 days written notice by either party.
5. RADIO AMERICA shall compensate STATION at the rate of \$18.00 per 30-second spot for all aired by STATION, less any and all canceled spots. RADIO AMERICA shall remit all monies due STATION for said orders in advance of their airing. Payment shall be included in every package of orders. This payment is not contingent upon RADIO AMERICA's collection from end customers, and is guaranteed regardless of default or delay of payment by end customers.
- 5a. In the event of cancellation or non-broadcast of paid announcements, STATION agrees to notify RADIO AMERICA within two business days to arrange for STATION's reimbursement to RADIO AMERICA of monies for unaired orders within ten days, or for deduction by RADIO AMERICA of monies from future checks sent to STATION.
6. RADIO AMERICA shall provide all necessary copy for said campaign. STATION agrees to air spots as sold and scheduled by RADIO AMERICA.

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7. STATION agrees that all orders, copy, packing lists, reports, names of customers, leads, lists, etc. (hereinafter known as "materials") sent by RADIO AMERICA to STATION shall be considered confidential and solely for use by RADIO AMERICA and STATION. STATION agrees not to transfer said materials or copies thereof to any other parties without the expressed written consent of RADIO AMERICA.
8. Collection of accounts generated by this canvassing campaign shall be handled by RADIO AMERICA.
 - 8a. RADIO AMERICA will do all billing and related matter necessary to collect accounts generated by its canvass. STATION agrees to cooperate fully with RADIO AMERICA in said collections, by providing updates to RADIO AMERICA of any accounts that have remitted to STATION and promptly endorsing monies and forwarding them to RADIO AMERICA within 5 days upon receipt of monies by STATION.
 - 8b. STATION agrees to provide RADIO AMERICA with affidavits of performance showing exact times and dates when announcements actually were broadcast only when requested by RADIO AMERICA.
 - 8c. When checks are delivered to RADIO AMERICA or its designee in payment of air time sold by RADIO AMERICA, the station does authorize RADIO AMERICA or its designee to endorse such checks in STATION's name.
9. This agreement shall be deemed to have been made in Cook County, Illinois, regardless of the order in which signatures of the parties are fixed hereto, and shall be interpreted, and the rights and liabilities of the parties hereto determined in accordance with this agreement are to be tried in the courts of said Cook County, Illinois.
10. This contract shall be binding and of full force on all heirs, assigns, successors, executors, or administrators of each of the parties hereto.

WCGW RADIO
BY: 

RADIO AMERICA
BY: Michel Cockrell