



## **REPRESENTATIVE AGREEMENT**

This Representative Agreement is entered into this 1st day of June 2016, between the undersigned, Lighthouse Radio Group, owner of the "Station" named below (hereinafter called "Owner") and Tacher Reps, LLC. (hereinafter called "Representative").

- 1) As used in this Representative Agreement:
  - a) The "Station" means KYTT FM to operate in Coos Bay Oregon.
  - b) The "Territory" means all DMA's as defined by Nielsen Audio.
- 2) Owner appoints Representative as its exclusive national advertising representative to solicit advertising for the Station in the Territory and Representative accepts the appointment pursuant to the terms of this Agreement.
- 3) This Agreement shall be effective as of June 1, 2016. At any time after 36 months from the date of this Agreement, either party may terminate this Agreement on written notice to the other, and the termination shall be effective 12 months after the other party's receipt of such notice.
- 4) As the exclusive national advertising representative, Representative agrees to solicit advertising in the Territory during the term of this Agreement. Representative agrees, at its own expense, to:
  - a) Contact advertisers and agencies in the Territory and use its best efforts to sell to such advertisers and agencies the Stations' advertising inventory, and
  - b) Cooperate with the Owner in the development of sales and promotional materials to facilitate advertising sales on the Station, and
  - c) Be responsible for billing advertisers and agencies for all sales made to advertising accounts in the Territory. All advertising bills shall be payable to Representative and Representative shall, by the 25<sup>th</sup> day of each month, remit to Owner all payments (less Representative's commissions) received during the previous month. Representative's obligation to remit such payments shall survive the termination of this Agreement. To enable Representative to submit prompt billings, the Owner shall provide to Representative invoices and affidavits confirming advertising run on the Station for advertisers in the Territory. Owner's invoices and affidavits shall be provided by the 5<sup>th</sup> day of the month following the advertising run.

- 5) Owner agrees as follows:
  - a) Owner agrees to notify Representative if any advertisers, buying service or agency in the Territory has or intends to have contact with Owner on a direct basis for the purpose of buying advertising directly from the Owner. Owner shall notify Representative of any direct contact or order from an advertiser, buying service or agency. If Owner accepts such advertising from an advertiser, buying service or agency located in the Territory, commissions will be paid to Representative according to the commission provisions of paragraph 6 of this Agreement.
- 6) Owner agrees to pay to Representative commissions equal to fifteen percent (15%) of the net amount received for all advertising accepted and run on the Station from advertisers in the Territory during the term of this Agreement.
  - a) In the event this Agreement is terminated, the Owner shall continue to pay commissions to Representative on all advertising contracts which extend beyond the initial term or extended term of this Agreement. No commissions will be paid on renewals of such contracts after termination of this Agreement.
  - b) In the event Representative's commissions are past due, Representative reserves the right to offset any monies due Owner against Representative's past due commissions.
- 7) If Owner shall sell its business, or substantially all of its assets, or any asset or group of assets which are material to said business, or any interest in the foregoing, the Owner either:
  - a) Shall deliver to Representative a written assumption wherein the buyer agrees to assume all of the obligations of Owner hereunder, or
  - b) Shall pay Representative a sum equal to the average monthly commission paid hereunder for the twelve calendar months immediately preceding the month in which such sale takes place, multiplied by the sum of the number of calendar months remaining in the initial term or extended term of this Agreement plus two months; and upon such payment being made, this Agreement shall be terminated.
- 8) If Owner shall terminate this contract, Owner shall pay Representative a sum equal to the average monthly commission paid hereunder for the twelve calendar months immediately preceding the month in which such cancellation takes place, multiplied by the sum of the number of calendar months remaining in the initial term or any extended term of this Agreement plus two months; and upon such payment being made, this Agreement shall be terminated..

- 9) Representative is an independent contractor, and the personnel providing the services under this Agreement on behalf of Representative are either employees or independent contractors of Representative, and not employees of Owner. Representative shall be solely responsible for the supervision, direction, and control of Representative's employees, and Owner shall not be considered a joint employer of Representative's employees for any purpose. Representative shall comply with all employment laws with regard to Representative's employees and Representative shall pay or withhold, as appropriate, all payroll taxes for Representative's employees, including federal and state income taxes, and federal or state taxes for social security, Medicare, worker's compensation, and unemployment compensation benefits.
- 10) All notices required or permitted to be given hereunder shall be in writing and shall be deemed effective on personal delivery or seventy-two (72) hours after having been deposited in the United States mail, postage prepaid, registered or certified, and addressed to the addressee, at his or its main office, as set forth below. Any party may change his or her address for purposes of this Agreement by written notice given in accordance herewith.
- 11) The waiver by either party of any breach of any provision of this Agreement shall not constitute a waiver of any other breach.
- 12) Neither party may assign or otherwise transfer its rights and obligations under this Agreement without prior written consent from the other party.
- 13) This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective permitted successors and assigns.
- 14) The prevailing party in any litigation or arbitration arising out of or relating to this Agreement shall be entitled to recover reasonable attorneys' fees and litigation costs, including expert witness fees, whether incurred in arbitration, trial, or upon appeal.
- 15) This Agreement shall be governed by the internal laws of the State of Washington without giving effect to the provisions thereof related to choice of laws or conflict of laws. Venue and jurisdiction of any lawsuit involving this Agreement or Representative's engagement shall exist exclusively in the state and federal courts located in King County, Washington.
- 16) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision shall be deemed severed and the remaining provisions of this Agreement shall remain in full force and effect.
- 17) This Agreement is the final and complete expression of all agreements between these parties. It may not be changed orally, but only by an agreement in writing signed by each party.

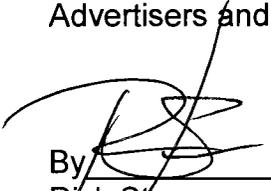
18) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes any and all previous agreements and/or understandings.

**IN WITNESS THEREOF, THE PARTIES HERETO HEREUNDER SET THEIR HANDS THE DATE AND YEAR FIRST ABOVE WRITTEN.**

BY:  6/1/16  
Rick Stevens  
General Manager  
Lighthouse Radio Group

BY: \_\_\_\_\_  
Joe Costello  
Partner  
Tacher Reps, LLC

Addendum to agreement: Unless agreed to by Litehouse Radio Group, long form programming such as Focus on The Family and like programming, agency Direct Dictate Advertisers and Agencies and Network Barter are excluded from this agreement.

By:  6/1/16  
Rick Stevens  
General Manager  
Lighthouse Radio Group

BY \_\_\_\_\_  
Joe Costello  
Partner  
Tacher Reps, LLC