

msm

AGREEMENT

Agreement entered into this Wednesday, May 06, 2015 between MULTIMEDIA SALES & MARKETING as MSM and WTKM AM as WTKM AM.

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

1. MSM shall, on behalf of WTKM AM, conduct a canvass for the purpose of selling spot announcements on a campaign basis.
2. MSM shall be authorized to sell spot announcements for airing on WTKM AM.
3. MSM shall provide all necessary copy for said campaign. WTKM AM will air all spots as sold and scheduled by MSM.
4. MSM will handle all collections of the campaign including billing and related matters necessary to collect accounts generated by its canvass, and will remit \$10. per spot for all spots sold by MSM and to be aired by WTKM AM. MSM shall remit all monies due WTKM AM for said orders in advance of their airing. Payment shall be included in every package of orders. WTKM AM agrees to cooperate with MSM in collections, by providing updates to MSM of any accounts that have remitted to WTKM AM and promptly endorsing monies and forwarding them to MSM within five (5) days upon receipt of monies by WTKM AM.
 - 4a. In the event of cancellation or non-broadcast of paid announcements, WTKM AM agrees to notify MSM within two business days to arrange for WTKM's reimbursement to MSM of monies for unaired orders within ten (10) days, or for deduction by MSM of said monies from future checks sent to WTKM AM.
 - 4b. When checks are delivered to MSM or its designee in payment of air time sold by MSM, WTKM AM authorizes MSM or its designee to endorse such checks in WTKM's name.
 - 4c. MSM shall compensate WTKM AM at the rate of \$10. per spot for all spots to be aired by WTKM AM and verified by WTKM AM. Canceled orders reported to WTKM AM must be reported to MSM either by telephone or by mail within 24 hours of receipt of such cancellations by WTKM AM.
5. The parties hereto agree to pursue any claims, suits or actions arising under or related to this Agreement, or to the performance or breach of this Agreement, in the courts situated within the City of Chicago (the "Chicago Courts"); for any such claims, suits or actions, they consent to the jurisdiction of the Chicago Courts and waive any objections to personal jurisdiction or venue in the Chicago Courts and they agree that all applicable law for such claims, suits or actions shall be Illinois law.
6. WTKM can remove clients from the call list as needed, with the agreement that any existing ad scheduled is fulfilled.
7. This contract shall be binding and of full force on all heirs, assigns, successors, executors, affiliates, principals, agents, or administrators of each of the parties hereto.
8. Either party may cancel this agreement with a sixty day written notice and WTKM AM agrees to air all spots sold through the termination date.
9. MSM will not sell any ads to run on Christmas Eve or Christmas Day.

MULTIMEDIA SALES & MARKETING

Frank Bandy
Frank Bandy Vice President of Marketing

WTKM AM

Connie Stout
Connie Stout General Sales Manager

5-6-15