



**BROKERAGE  
AGREEMENT**

1465 Northside Drive  
Suite 218  
Atlanta, GA 30318  
Office: (404) 355-8600  
Fax: (404) 355-4156

New Client \_\_\_ New Order X \_\_\_ Renew \_\_\_ Change \_\_\_ Cancel \_\_\_

Advertiser/Legal Entity <b>OVERCOMER MINISTRY</b>	Agency/Sponsor / Order No.
Address <b>PO BOX 691</b>	Address
City/State/Zip <b>WALTERBORO SC 29488</b>	City/State/Zip
Contact Name / Title <b>MARK CONNELLY</b>	Contact Name / Title
Contact Phone/Fax <b>(843) 538-3892</b>	Contact Phone/Fax/Email
Contact Email / Cell Phone <b>fcfsupport@overcomerministry.org</b>	VISA ___ MC ___ AX ___ Approval Code _____ CID _____ Name _____ Acct# _____ Exp _____

Category: **OVERNIGHT**

Show Name THE OVERCOMER MINISTRY Contract Start 2-1-22 End 1-31-23

Please use military time (00:00 - 24:00)

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
0000-0600	0000-0600	0000-0600	0000-0600	0000-0600	0000-0600	0000-0600

Advertiser agrees to this number of 60-second avails per hour retained for the exclusive use of Station: **4**

Program Type	Political	Non-Bill	# Programs	Length (minutes)	Gross Rate (per)	Total Billing
BLOCK 2/1/22-1/31/23			12 MOS	6 HRS	1000.00	\$12,000.00

Program Delivered Via (check one):

LIVE STUDIO	LIVE REMOTE	POT/CODEC	SATELLITE	C D	WEB	FTP
					X	

MONTHLY PROGRAM PAYMENTS ARE DUE THE FIRST WEEK OF EVERY MONTH!

Additional Information: **HOST AGREES TO PREPAY FOR AIRTIME \$1000 PER MONTH- WILL AIR OVERNIGHT 12-6AM**

**ADVERTISER AND AGENCY ARE JOINTLY AND SEVERALLY LIABLE FOR PERFORMANCE UNDER THIS AGREEMENT**  
Conditions & covenants on the reverse side are part of this Agreement. Advertiser & Agency acknowledge receipt of large-type version of such conditions, covenants and guarantees and agree to their terms. Permission for Station to broadcast in real-time the Internet audio streaming of the broadcast is acknowledged as part of this Agreement. This Agreement shall not become binding upon Station unless signed by its General Manager.

Account Executive [Signature] Date 1-12-22 Advertiser X Mark Connelly Date 1/12/22

General Manager [Signature] Date 1-12-22 Representative (or Agency) \_\_\_\_\_ Date \_\_\_\_\_

The Personal Guarantor whose signature appears below in order to induce Station to enter into and perform under the Broadcast Agreement, and in consideration thereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, personally guarantees, unconditionally, without waiver and at all times, the payment when due of any and all indebtedness of advertiser/agency to Station and agrees, without reservation, to the terms of the guarantee expressed on the reverse side of this Agreement.

IN WITNESS WHEREOF, this Guaranty has been duly executed by the undersigned on the day and year first above written.

Personal Guarantor X Mark Connelly [Signature]  
PRINTED NAME LEGAL SIGNATURE

STANDARD CONDITIONS

1. Broadcast of Programs

Station will use reasonable efforts to broadcast the program(s) covered hereby on the day(s) and at approximately the times specified herein. In the event Station omits the broadcast due to no fault of the advertiser, Station may, at its option, supply a comparable period on another day to make good any such omission or may credit advertiser's account for the charge for the broadcast so omitted. Notwithstanding anything in this Agreement to the contrary, Station shall have the unrestricted right exercisable in its sole discretion without prior notice, to change the time of broadcasting of any program, to substitute a comparable time period on the same or another day, to omit broadcasting any program, and/or to cancel this Agreement whenever it seems such change, substitution, omission or cancellation to be advisable or desirable. Station shall not be liable to advertiser in any respect for any such change, substitution, omission or cancellation, with the sole exception of omissions for which makegoods are not furnished and cancellation, in both of which cases Station's liability is limited to crediting the account of Advertiser in the amount of the contract per-program charge for omissions not made good or prepaid programs canceled.

2. Interruptions and Appropriations

Station shall not be liable for the failure to broadcast all or any part of any program over its facilities by reason of any act of God, Federal, State or Municipal rules, licenses, regulations or orders, defect interruption or breakdown of lines or equipment, labor disputes, appropriation in whole or in part of program time for the broadcasting of any Emergency Broadcast System message or test or any event deemed by Station to be of supervening importance or for any cause beyond the control of Station. Such failure to broadcast shall not constitute a breach of this contract by Station or vest in Advertiser or Agency any right to terminate this contract or to recover any damages by reason thereof. In the event of failure to broadcast any material part of Advertiser's program, Advertiser shall be entitled only to a credit of the contract per-program charge in the absence of any make-good by Station. Each program of Advertiser shall at Station's option contain that certain number of minutes of spot announcements reserved for the Station's exclusive use and revenue as is indicated on the reverse side of this Agreement. Advertiser and Station shall cooperate in the placement of the spots in Advertiser's program. In the absence of any such agreement on placement, Station shall have the option to place such spots at the beginning and end of the program.

3. Payments

Unless otherwise specified, sums payable to Station under this Agreement in respect of Advertiser's program time are due at Station's offices in advance for one month's programs by 12:00 noon on the last business day of the month immediately preceding the month in which the programs are to be broadcast. Upon failure of Station to receive any such payments, timely, Station, at its election, and in addition to any other remedies it may have hereunder or at law, may (1) withhold use by Advertiser of its facilities and services, including withholding the broadcast of Advertiser's program until Advertiser's breach is cured, and/or (2) terminate this Agreement. In either such event, Advertiser shall remain obligated to Station for the full value of the Agreement. Should collection action or litigation be necessary to collect the sums owed Station by Advertiser, Advertiser shall pay to Station all resulting collection costs, court costs and reasonable attorney's fees. In addition, Advertiser shall be obligated to pay interest on any unpaid balance owed Station at the rate of 18% per annum, which shall accrue from the date due to the date paid. Failure of the Advertiser to attend the broadcast of program for illness or any other reason does not relieve the Advertiser of the obligation to pay for that broadcast. In such event, Advertiser shall have furnished to Station a standby tape of a previous broadcast to fill the assigned airtime.

4. Program Content

Except as may be otherwise specifically provided herein, all of the material, talent, announcements and the entire contents of Advertiser's program to be broadcast hereunder shall be furnished by and at the sole expense of Advertiser and shall be delivered by Advertiser to the Station studio. It is an express condition of this Agreement that all such material, talent, announcements and other contents (including, without limitation, music and spoken words of Advertiser, its representatives, employees, clients, sponsors, associates, guests, and invitees) broadcast on Advertiser's program (1) must conform in all respects to the program and operating policies of Station in effect on the date hereon, a copy of which are attached hereto, and as may be promulgated from time to time during the term hereof and furnished to Advertiser, (2) must not violate or interfere with (a) Federal, State, County or Municipal laws, policies, codes, or regulations, and (b) copyrights, trademarks, property rights, privacy rights or contract rights of others, (3) must not engage in invasion of privacy, or defamation of character, and (4) must not deviate from what Station in its sole discretion determines is in the public interest to broadcast. At least forty-eight (48) hours before the starting hour of any program to be broadcast hereunder, Advertiser shall submit to Station the continuity and script for each program including separate, properly indexed (by date and time) lists of (1) the descriptions of the general program content (2) the commercial announcements by sponsor and product and (3) the musical selections by name of song, composer, record/CD manufacturer and unit number, country of manufacture and whether licensed by ASCAP, BMI or SESAC to enable Station to comply with the terms of its music licensing agreements. No music or dramatic works may be broadcast during Advertiser's program unless such works are licensed to Station by ASCAP or BMI. Advertiser has secured for Station performance licenses for broadcast of such works, or such works are in the public domain and no license is required for their broadcast. Station shall have the right at all times to edit and modify the contents of the program to make same conform to its determination of the public interest and to Station's program and operating policies. In the event languages other than English are broadcast, Advertiser shall, at Station's request, provide a translation and/or English transcript for each program within forty-eight (48) hours of the program's airing.

5. General Provisions

(a) The Advertiser agrees to assume responsibility for any and all damage to, and theft or loss of, all property and/or equipment belonging to Station or any third party, occurring during the Advertiser's use of the facilities and/or equipment. The Advertiser will be held liable for any damages or loss whatsoever resulting from or caused by Advertiser, Advertiser's employees, associates and visitors.  
(b) The financial terms of this Agreement, any amendments hereto or renewals hereof shall remain confidential and privileged between the two parties hereto and Advertiser shall not disclose same to any other person or entity.  
(c) The payment by Advertiser for its program time entitles it to use available Station studio facilities for the live broadcast of its program. Advertiser is not guaranteed the use of a particular studio as against another nor shall Advertiser maintain any claim on account of the non-functioning or malfunctioning of any particular piece of equipment in any such studio. Station, at its sole discretion, may make available to Advertiser, upon Advertiser's request, a studio for the pre-recording of Advertiser's complete program on days and times convenient to Station. Additional charges may be due and payable for provision of such facilities. Failure to pay such charges when due shall be treated in the same manner as nonpayment of monies due for program time.  
(d) Advertiser may, at its sole expense furnish its program to Station on Phone/Code, Satellite, Compact Disc, WEB stream or FTP Server. In the case of all audio feeds to the Station studios, the Advertiser shall be exclusively responsible for the costs of all equipment required to originate and send the feed and for all circuit and transport charges assessed by common carriers, private carrier or others.  
(e) If Advertiser continues to broadcast programs on Station after the expiration date hereof, this Agreement shall be deemed to be extended on a month to month basis on the same terms and conditions. In such event, Advertiser shall provide no less than thirty (30) days advance written notice of intention to terminate, failing which Advertiser shall be liable to Station for an additional one-month period beyond the date of the last aired program.  
(f) Any failure of Station to enforce any particular provision of this Agreement shall not operate as any waiver of that or any other provision hereof, and the waiver of any provision shall be effective on a one-time basis only and not as to any future breaches of any provision. Waivers must be in writing and signed by the General Manager of Station. For any breach of Advertiser hereunder, Station may terminate this Agreement upon written notice to Advertiser. Notice shall be given to the address of the Advertiser on the reverse side of this form.  
(g) If this Agreement is limited solely to the broadcast of "spot" announcements, the word "program" as used herein shall be deemed to refer to such announcements. This Agreement, which is not assignable by Advertiser or Agency without the written consent of Station, constitutes the entire understanding between the parties and shall not be modified in any way unless contained in a writing signed by all of the parties hereto specifically referring to this Agreement. This Agreement shall be construed under the laws of the State of Nevada. The performance of this Agreement by Station is conditioned upon and subject to any and all applicable Federal, State, County, or Municipal laws or regulations now or hereafter in force.

6. Indemnification and Defense

Any FCC fines arising out of, or any litigation or claims against Station, its officers, directors and employees, brought to enforce the right of any third party alleged to have been violated by or in connection with, the broadcast or preparation thereof of any material, talent, announcements or other contents of any program hereunder shall be defended by attorneys selected by Station and at the expense of the Advertiser or Agency. The Agency and Advertiser shall pay any and all judgments, including interest and costs, in such litigation and shall indemnify and hold Station, its officers, directors and employees, free from any and all loss, damage and expenses (including attorney fees) in connection with, caused by or arising out of any such litigation. Advertiser and Agency agree that Station shall have the absolute right to settle, compromise and adjust such litigation at expense of Advertiser and Agency on mailing to the Advertiser and Agency five days' notice of its intention so to do. Should Advertiser and Agency desire not to conclude such settlement, compromise and adjustment as indicated in such notice, Advertiser and Agency shall not later than the date specified in such notice deposit in escrow with the attorneys for Station the full amount sued for in such action together with estimated interest, costs and all attorney's fees which may be incurred until ultimate conclusion of such litigation. Advertiser and Agency shall disclose to Station and its attorneys all relevant facts in the possession of or under the control of the Advertiser and/or Agency and shall make available all witnesses and relevant documentary material in their respective possession or control in connection with the defense of such litigation during the pendency thereof. Any approval by Station of any and all material for broadcast on Advertiser's program shall not affect or diminish Advertiser's indemnity obligation to Station under this Agreement.

7. Tortious Interference

Any fines or judgments for tortious interference arising out of litigation or claims against Station, its officers, directors or employees, brought by any third party to enforce Advertiser's existing contract with a third party for the same, shall be paid by Advertiser including all judgments, interest and costs in such litigation and the Advertiser shall indemnify and hold Station, its officers, directors and employees free from any and all loss damage and expenses (including attorney fees) in connection with such litigation.

8. Agency and Agency Commission

If this Agreement is made with a bona-fide advertising agency recognized by Station, such agency will be commissioned on the net time charges collected from the Advertiser in accordance with the then-prevailing schedule of commissions in effect at Station. In such event, this Agreement shall be read to make such agency jointly responsible for all of Advertiser's obligations hereunder.

9. Personal Guarantee

a. The undersigned hereby unconditionally and absolutely guarantees to Station the full and prompt performance of all of Advertiser's obligations, agreements and covenants under and in connection with the Broadcast Agreement (all of which obligations, agreements and covenants of Advertiser shall hereinafter be referred to as "Advertiser's Liabilities").  
b. The undersigned agrees that its obligations under this Guaranty shall be absolute and unconditional, irrespective of (i) the absence of any attempt to collect Advertiser's Liabilities from Advertiser or other action to enforce performance of Advertiser's Liabilities, (ii) any waiver or consent by Station with respect to any term or provision of the Broadcast Agreement or any other contract, instrument or document executed and delivered to Station by Advertiser, (iii) any failure of Station to take any steps to preserve its right to any security or collateral for Advertiser's Liabilities, or (iv) any other circumstance which might otherwise constitute a legal or equitable discharge or defense of or by a guarantor. (All security, if any, and collateral for Advertiser's Liabilities is hereinafter referred to as the "Collateral").  
c. Except as hereinafter provided, the undersigned waives diligence, presentment, demand of payment, filing of claims with a court in the event of receivership or bankruptcy of Advertiser, protest or notice with respect to Advertiser's Liabilities and all demands whatsoever, and covenants that this Guaranty will not be discharged except by complete performance of the obligations contained herein. Upon and after the occurrence of a default under any of Advertiser's agreements with Station, Station may, in its sole discretion, proceed directly and at once, without notice, against the undersigned to collect and recover the full amount of the undersigned's liability hereunder, without first proceeding against Advertiser.  
d. This is a continuing Guaranty, and Station is hereby authorized without notice or demand and without affecting the liability of the undersigned hereunder, from time to time to (i) renew, extend or otherwise change with the consent of Advertiser the terms of the Broadcast Agreement, or any other instrument, document or agreement between Station and Advertiser, (ii) accept partial payments on Advertiser's Liabilities, and (iii) settle, release, compromise, collect or otherwise liquidate Advertiser's Liabilities and any collateral therefor in any manner, without affecting or impairing the obligations of the undersigned hereunder, provided, however, the undersigned's liability to Station hereunder shall be reduced to the extent of any reduction in Advertiser's Liabilities resulting from the payment or collection of Advertiser's Liabilities or the proceeds of liquidation of any collateral.  
e. The undersigned assumes responsibility for keeping itself informed of (i) the financial condition of Advertiser, (ii) Advertiser's Liabilities, and (iii) all other circumstances bearing upon the risk of non-payment of Advertiser's Liabilities that diligent inquiry would reveal. The undersigned agrees that Station shall have no duty to furnish the undersigned with information known to Station regarding such condition or any such circumstances or otherwise to advise the undersigned. In the event Station, in its sole discretion, undertakes to provide any advice or information to the undersigned, Station shall be under no obligation to undertake any investigation with respect to the matters contained in such advice or information or to correct such advice or information if Station thereafter knows or should have known that such advice or information is misleading or untrue.  
f. The undersigned further agrees that to the extent that Advertiser makes a payment or payments to Station, which payment or payments, or any part thereof, are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to Advertiser, its trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, the liability or portion thereof which has been paid, reduced or satisfied by such amount so repaid shall be reinstated and included in Advertiser's Liabilities as of the date such initial payment, reduction or satisfaction occurred.  
g. Until Advertiser's Liabilities shall have been paid and/or performed in full, the undersigned shall have no right of subrogation and hereby waives any right to enforce any remedy which Station now has or may hereafter have against Advertiser, any creditor or any other guarantor of all or any part of Advertiser's Liabilities, and the undersigned waives any benefit of, and/or any right to participate in, any collateral given to Station to secure payment of Advertiser's Liabilities. The undersigned also waives all set-off, and counterclaims and all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty. The undersigned further waives all notices of any and all proceedings to collect from the Advertiser all or any part of Advertiser's Liabilities.  
h. This Guaranty shall be binding on the undersigned and upon the heirs, executors, administrators, successors and assigns of the undersigned, and shall inure to the benefit of Station, its successors and assigns.  
i. No waiver shall be deemed to be made by Station of any of its rights hereunder unless the same shall be in writing, signed by Station, and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of Station or the obligations of the undersigned to Station in any other respect at any other time. This Guaranty may not be altered or amended except by an agreement in writing, signed by the undersigned and Station.  
j. This Guaranty shall be governed by, enforced and interpreted in accordance with the Laws of the State of Nevada. Wherever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Guaranty.  
k. The undersigned hereby agrees that all payments to Station made by or on behalf of Advertiser, including, without limitation, payments from the undersigned, shall be applied first to that portion of Advertiser's Liabilities consisting of fees, costs or expenses incurred by Station, and thereafter to any remaining Advertiser's Liabilities.

10. Effectiveness of this Agreement

This Agreement shall become effective only upon the occurrence of all of the following conditions and Station shall have no obligation to Advertiser if Station shall have accepted a competing offer for the same time period prior to Advertiser's fulfillment of all of the same. a. Agreement signed by Advertiser and/or Agent and delivered to Station. b. Payment by Advertiser in advance of first month's program time charges. c. Approval and countersignature of Station General Manager.

11. Broadcast, Transmission and Distribution Right Of Station. Station may broadcast, transmit, and/or distribute the program by any means, whether now known or hereafter devised, including but not limited to streaming and podcasting over the Internet via the World Wide Web. Station may also reproduce the program in conjunction with such broadcast, transmission, and/or distribution, including but not limited to the creation of ephemeral copies to facilitate internet streaming. Advertiser represents and warrants that it controls the digital performance rights to the program and agrees to indemnify and hold Station harmless from and against any damage or expenses, including reasonable attorneys' fees, which may arise due to a breach of this warranty.

THE STATION DOES NOT DISCRIMINATE IN ITS ADVERTISING SALES ON THE BASIS OF RACE OR GENDER.

Rev August 1, 2011