

BROADCAST AIRTIME PURCHASE CONTRACT

Media Financial Services [Client's name], of 1655 Palm Beach Lakes Blvd. Suite 903
West Palm Beach, FL 33401 PH: 216-233-8181 [Client's address and telephone number], referred to as "Client," and KLZ Radio, Inc., of 2821 S. Parker Road, Suite 1205, Aurora, CO 80014, telephone number (303) 481-1800, referred to as "Company," agree that Client will purchase and Company will provide air time on Radio Station KLZ-AM 560, referred to as the "Station," according to the terms and conditions set forth in this Broadcast Airtime Purchase Contract (the "Agreement"). Company and this contract do not discriminate on the basis of race, color, ethnicity, national origin or gender.

Section 1. Term. This Agreement shall be effective as of January 27, 2022, when the first broadcast shall take place, and shall terminate, except as otherwise stated in **Section 5 below**, on January 28, 2022, when the last broadcast shall take place.

Section 2. Broadcast Schedule and Payment Rates. Subject to any modification of this Section by the Special Terms, if any, of **Section 3**, Client grants all rights required for the broadcast of Client's programming, including "broadcast" by means of streaming on the Internet, the broadcasts shall air on the days and hours identified below, and Client shall pay Company the Rate Per Broadcast as identified below:

Schedule	Broadcast Length	Broadcast Time	Broadcasts Per Day	Days Broadcast	Rate Per Broadcast
1	<u>60</u> <input type="checkbox"/> minutes <input checked="" type="checkbox"/> seconds	Between <u>6:00</u> and <u>10:00</u> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	<u>2</u>	S M T W T F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	<u>\$72.00</u>
2	<u>60</u> <input type="checkbox"/> minutes <input checked="" type="checkbox"/> seconds	Between <u>10:00a</u> and <u>3:00p</u> <input type="checkbox"/> AM <input type="checkbox"/> PM	<u>2</u>	S M T W T F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	<u>\$60.00</u>
3	<u>60</u> <input type="checkbox"/> minutes <input checked="" type="checkbox"/> seconds	Between <u>3:00</u> and <u>7:00</u> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	<u>2</u>	S M T W T F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	<u>\$72.00</u>
4	<u> </u> <input type="checkbox"/> minutes <input type="checkbox"/> seconds	Between <u> </u> and <u> </u> <input type="checkbox"/> AM <input type="checkbox"/> PM	<u> </u>	S M T W T F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<u>\$ </u>

Section 3. Special Terms:

Payment in full of the total Agreement amount specified in Sections 1 and 2 is due in advance of the first broadcast.

Client will be provided a 30% discount from the fees due in Section 2 above.

Client is an advertising agency and is representing Joe O'Dea for Senate on this contract.

Email Invoices to: Invoices@mediafinancial.com

Order # for invoicing 4418377.

Section 4. Payment. Client will pay for the airtime supplied by the Company on a monthly basis. Client's monthly broadcast payment is due in full on or before the 10th of the month following the last day of the month of broadcast unless this payment arrangement is specifically modified by the Special Terms, if any, of **Section 3**. Client's failure to pay in full within 30 days of the month of broadcast will result in the suspension of Client's broadcasts and Client will be deemed to be in breach of contract, at Company's option, and shall be liable to the Company for the billing for the remainder of the minimum term or notice period specified in **Section 5(a)** below and any and all other damages, including any fees specified in **Section 3**, allowed by either law or equity.

Section 5. Termination.

(a) Termination by Client. Unless specifically modified by the Special Terms, if any, contained in **Section 3**, Client may not terminate this Agreement for 1 (or "X") weeks after the first date of broadcast. At the expiration of X weeks, Client may terminate this Agreement by providing Company written notice of termination not less than NA (or "Y") days prior to the effective date of the termination. The minimum term of this Agreement is X weeks plus Y days. Notice must be sent Certified Mail, return receipt requested, addressed to the General Manager of the Station at the address identified above. (At its option only, the Company may accept notice provided by other means. The accepting of notice by other means does not waive the Company's right to demand that notice be provided in a writing transmitted by Certified Mail, return receipt requested.) If Client terminates this Agreement prior to the expiration of X weeks from the first date of broadcast or, after such X week period has expired, without giving Company Y days written notice of termination, Client will be deemed to be in breach of contract and shall be liable to Company for the billing for the remainder of the X weeks and/or the Y day notice period and any and all other damages, including any fees specified in **Section 3**, allowed by either law or equity.

(b) Termination by Company. Company, in its sole discretion, may terminate this Agreement at any time and for any reason whatsoever by providing Client written notice of termination not less than 30 days prior to the effective date of the termination. Company, however, is not required to give notice of termination to Client and may terminate this contract, in its sole discretion, immediately if (i) Client fails to pay, under the terms of **Section 4** of this Agreement, for airtime used by Client; or (ii) if Client breaches any other provision of this Agreement; or (iii) if Company, in its sole discretion, deems Client's program content or advertising to fail to conform to the standards of the Federal Communications Commission, the National Association of Broadcasters, or the Station itself; or (iv) if Company, in its sole discretion, deems Client's program content or advertising to fail to conform to the Station's programming format, either at the time this Agreement is signed or at any subsequent date. Company's failure to enforce its right to terminate this Agreement shall not constitute a waiver of such right, which may be enforced at any time thereafter. The terms of this subsection **(b)** supersede and override any other provision of this Agreement to the contrary, including **Section 3**.

Section 6. Content of Broadcasts. Company shall have the right to approve or to disapprove all materials submitted for broadcasts and to refuse to permit any individual to participate in any broadcast. Company's right of disapproval shall be exercised in its sole discretion as to any matter that it deems objectionable for any reason whatsoever. Client must deliver all programming and advertising material to Station not less than 48 hours in advance of broadcast time. In the event Client fails to supply such material in a timely manner, Company shall have the right to broadcast substitute programming or advertising and Client shall be obligated to pay for the time contracted and any expenses incurred by Company in obtaining and broadcasting substitute programming or advertising. Client assumes complete and total responsibility for all program content provided by Client. Company shall have no responsibility for errors or quality of the program content provided by Client.

Section 7. Governmental Regulations. This Agreement is subject to the terms of the licenses held by the Company and its affiliated stations and to all federal, state, and local laws, regulations, and decisions either presently in existence or enacted, made, or enforced in the future, including the regulations and actions of all governmental administrative agencies and commissions.

Section 8. Technical Difficulties or Other Causes Beyond Control of Company. Any failure, interruption, or delay in airing the broadcasts provided for under this Agreement, either in whole or in part, resulting from technical difficulties or mechanical failure of the broadcasting equipment, or from strikes, labor disputes, boycotts, riots, civil insurrection, terrorism, war or national emergencies, governmental restrictions, acts of God, or from any other cause beyond the control of the Company, shall not constitute a breach of this Agreement.

Section 9. Preemption. The Company reserves the right, in its sole discretion, to preempt the time provided under this Agreement for programs and announcements to present special events or programs of public importance. The Client shall not be required to pay for any time preempted by the Company.

Section 10. Indemnification. Client shall indemnify and hold harmless Company, its agents, employees, contractors and affiliated stations or companies, including but not limited to KLZ Radio, Inc., from and against any and all claims, damages, or liability, including attorney’s fees and the costs of any legal action, for libel, slander, invasion or privacy, improper trade practices, illegal competition, infringement of trademark or name, unfair competition, infringement of copyright or licenses, fraud, negligent misrepresentation, or any other wrongful conduct resulting from the broadcasting of material supplied or produced by Client, including musical compositions and performances.

Section 11. Assignability. Client may not assign any rights or delegate any duties under this Agreement to any other person or entity without the express prior written consent of Company. Company may, but is not required to, assign any of its rights or delegate any of its duties under this Agreement to a purchaser of the Station should the Station be sold. Company’s right of assignment is *not* subject to the consent of Client.

Section 12. Ownership. Any and all ideas, themes, copy production, and commercial or programming matters of any kind produced by Company as a result of this Agreement shall remain the property of Company and cannot be used in any other way, or for any other advertising purposes without the express written approval of the Company.

Section 13. Remedies.

- (a)

Legal and Injunctive Relief. If Client breaches any provision of this Agreement, Company reserves the right to avail itself of any remedy available to it at law or in equity. Such remedies may include compensatory (including, but not limited to all amounts owing to Company under **Sections 2, 3, 4, and 5 (a))** and, where allowed by law, exemplary damages. During any breach by Client, Company may cease performance of any duties set forth under this Agreement. Furthermore, Company shall have the right to specifically enforce the contract and to require its performance for the entire duration as agreed upon, and to continue to advertise and/or broadcast programs on behalf of the Client at the rates existing when the contract was executed. Client agrees that the foregoing remedies shall be cumulative and not exclusive and shall not be waived by any partial exercise or nonexercise thereof and shall be in addition to any other remedies available to Company at law or in equity.
- (b)

Costs and Attorney’s Fees. In addition to any remedies and damages available to Company, at law or in equity, in the event Client violates any provision of this Agreement, Company shall be entitled to recover reasonable costs, collection agency fees, and attorney’s fees from Client incurred by Company in any action brought by Company to enforce the terms of this Agreement. These fees may be set by the court in the trial of the action or may be enforced in a separate action brought for that purpose, and shall be in addition to any other relief that may be awarded.
- (c)

Limitation of Liability. In the event Company breaches any provision of this Agreement, Company shall not be liable in damages or equity to Client in an amount exceeding the value of the airtime provided (or to be provided, as the case may be) to Client as measured by the rates stated in **Section 2**-or if modified by **Section 3** – in **Section 3**. Client explicitly agrees to this limitation of liability and to waive the right, if any, to recover consequential damages (such as lost profit) or any other damages or equitable recovery that might otherwise be available to Client in law or in equity.

Section 14. Governing Law; Jury Waiver Provision. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO. CLIENT HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY CLIENT, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. COMPANY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY CLIENT.

Section 15. Entire Agreement. THIS WRITING CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES. IT SUPERSEDES ANY AND ALL OTHER AGREEMENTS, EITHER ORAL OR IN WRITING, BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, AND CONTAINS ALL OF THE COVENANTS AND AGREEMENTS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT OF THE MATTER. EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES THAT NO REPRESENTATIONS, INDUCEMENTS, PROMISES, OR AGREEMENTS, ORALLY OR OTHERWISE, HAVE BEEN MADE BY ANY PARTY, OR ANYONE ACTING ON BEHALF OF ANY PARTY, THAT ARE NOT SET FORTH IN THIS AGREEMENT, AND THAT NO AGREEMENT, STATEMENT, OR PROMISE NOT CONTAINED IN THIS AGREEMENT SHALL BE VALID, BINDING OR ACTIONABLE. ANY ORAL REPRESENTATIONS OR MODIFICATIONS CONCERNING THIS AGREEMENT SHALL BE OF NO FORCE OR EFFECT UNLESS CONTAINED IN A SUBSEQUENT WRITING, SIGNED BY THE PARTY TO BE CHARGED. BY SIGNING THIS AGREEMENT, CLIENT ACKNOWLEDGES THAT THE AGREEMENT HAS BEEN READ AND THOROUGHLY UNDERSTOOD AND THAT CLIENT HAD ADEQUATE TIME TO REVIEW THE AGREEMENT AND, IF DESIRED, CONSULT INDEPENDENT LEGAL COUNSEL AS TO CLIENT’S OBLIGATIONS HEREIN.

Section 16. Signature of Company Required. THIS AGREEMENT IS NOT BINDING UPON COMPANY UNTIL SIGNED BY AN AUTHORIZED AGENT OF COMPANY.

COMPANY: KLZ Radio, Inc.

CLIENT: Media Financial Services

By: _____

By: _____

Mike Triem, Western Regional Manager
[Printed name and title]

Linley Grande
[Printed name]

Date: _____

Date: _____

FOR OFFICE USE ONLY- THIS BOX IS NOT PART OF THIS AGREEMENT								Code: 8		Account #:			Contract #:	
Program Name\dba: Media Financial Services/Joe O'Dea for Senate								Contact Name: Linley Grande						
Mailing Address: 1655 Palm Beach Lakes Blvd. Suite 903, West Palm Beach, FL 33401														
Phone: 216-233-8181						Fax:				Email: Linley.Grande@regionalreps.com				
AE: Toni Cashman				Writer: N/A				Other:			RTE Initial:			
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	
20__														
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