

INDEPENDENT CONTRACTOR/REPRESENTATIVE AGREEMENT

OBLIGATIONS:

The Underwriting Sales Representative for the K-JAZZ Network of Public Radio Stations in Prescott 90.1, Flagstaff 91.3, The Verde Valley 89.5 and Kingman 90.7 will research, identify and solicit qualified Public Radio prospects whose businesses or services fit the Public Radio Underwriter Profile. Prospecting sources may include newspaper, magazine and tabloid publications, local radio, newspaper or cable television broadcasts, billboards, new business start-up, ownership changes or business license applications. Solicitation is made by telephone, e-mail, direct mail and in person.

The Underwriting Sales Representative will receive leads each week from Radio Station Management as they become available. The Underwriting Sales Representative will generate additional leads each week based on the Underwriting Sales Representative's local research. A sales call-log and follow-up report will be submitted via e-mail each week detailing the time and date of the contact, person contacted, the result of the contact, and follow-up call-plan.

COMPENSATION:

This is an Independent Contractor position. The Underwriting Sales Representative is not an employee. This position offers no medical, dental, retirement or investment instrument benefits. Independent Contractors are personally responsible for payment of any and all applicable income taxes.

The Underwriting Sales Representative will work from their home office. Sales materials are provided. Reimbursement for extraordinary telephone, travel and entertainment expense is available by request and estimate in advance.

A Commission of 30% will be paid on collections of each contract sold. An additional 5% bonus/special incentive will be earned when gross monthly sales generated by the Underwriting Sales Representative are \$5000.00 per month or greater. Another additional 5% bonus/special incentive will be earned by the Underwriting Sales Representative when gross monthly sales are \$7500.00 or greater. Bonus amounts will be paid one-time at the end of each month in which the sales goals occur, and for which collections have been made.

A calculation of total sales, with a statement of commissions earned, will be presented for review on the final day of each month. Approved commission payments will be made on the first-of-the-month payables run following the end of the 30 day period in which sales occur, collections are made and commissions are earned.

ASSIGNMENT:

This agreement is transferable and will remain in full force and effect should Radio Stations ownership or management change. Notice in writing to be provided as soon as practicable with regard to negotiations, trade secrets or other restrictions.

WORKING AGREEMENT:

- 1.) Clients are billed in advance of service by The Station by invoice on the first of the month of each month of underwriting.
- 2.) Commissions on billing are paid only against actual money received during any given pay period.
- 3.) Commissions, bonuses and special incentives earned on collections received on contract sales made by the Underwriting Sales Representative will be calculated at the end of the month. Payment to the Underwriting Sales Representative will be made on the first-of-the-month payables run the following month in which the remittances on contracts occurred.
- 4.) A monthly gross accounting is provided at the end of each pay period in which commissions are earned.
- 5.) Commission sales are paid at a rate of 30%. Special bonus and incentive commission plans may be offered.
- 6.) The Underwriting Sales Representative must call on a minimum of contacts per week.
- 7.) Contacts/Call Results will be identified in call-logs submitted to Station Management by e-mail every week.
- 8.) Management reserves the right to retain The Station's current client-base income as protected accounts.
- 9.) Representative's failure to maintain the minimum level of contacts, or violate the basic terms and understanding of the Working Agreement, may constitute a breach of the Working Agreement. In the event of a breach of the Working Agreement, and which results in a separation of services, the Underwriting Sales Representative will be paid residual earned commissions, bonuses and special incentives for a period of 30 days following the termination of the Agreement.

I hereby acknowledge and agree to all of the items stated in this Agreement;

Signed: _____
[Handwritten Signature]

Date: _____
2-17-10

Address: _____
944 ROLLING GREEN RD., DENVIL, AZ 86327

For K-JAZZ: _____
Thomas J. Jackson

Title: _____
General Manager

Date: _____
Feb. 20th, 2010