

PROGRAMMING AGREEMENT

This Programming Agreement (this “Agreement”), dated as of June 14, 2023, is by and between Cumulus Media (“Operator”), and To the Point w/ Tam A Gram limited liability company (“Programmer”).

WHEREAS, Operator owns or holds certain assets used or useful in the operation of radio station WVNN 770AM and 92.5FM with principal studio located in Athens, Alabama (the “Station”); and

WHEREAS, Operator and Programmer desire to enter into this Agreement to enable Programmer to provide certain programming on the Station; and

WHEREAS, it is the parties’ intention that this Agreement comply with the Communications Act of 1934, as amended (the “Act”), and the Federal Communications Commission (“FCC”) rules and published policies (collectively, the “FCC Rules”).

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein, the parties, intending to be legally bound, hereby agree as follows:

Section 1. Programmer’s Programming.

1.1 The Program. Programmer’s program (individually, the “Program” and collectively, the “Programming”) will consist of a live broadcast of [TO THE POINT W/ TAM A GRAM], or will be provided to Operator on a broadcast quality audio file by overnight delivery or drop box in accordance with Section 15.6 hereof. Programmer shall be solely responsible for any expenses incurred in the production, origination and/or delivery of the Program, which will be hosted by Tammara Buckey (the “Host”). If Host is unable to host the Program on any given day, it shall be Programmer’s responsibility to find a suitable substitute host, who shall be subject to the prior approval by Operator in its sole discretion. In the event Host should no longer be able to host the Program, Operator shall have the option to terminate this Agreement.

1.2 Program Broadcast. To the extent necessary, Operator shall make studio facilities and board equipment available to Programmer for the transmission of the Program over the Station. Operator shall broadcast, or cause to be broadcast, the Program on the Station on the following day(s) and time(s): Sat-6p-8p local time, during the Term (defined herein) of this Agreement. Operator shall have the right to change the broadcast day and/or time of the Program upon 30 days written notice to Programmer. In the event Programmer objects to Operator’s proposed change in the day and/or time of the Program broadcast, Programmer shall provide written notice to Operator within ten (10) days of receipt of Operator’s notice. In the event the parties cannot agree upon a mutually-agreeable day and time for the Program broadcast from the date that is 30 days after Operator’s initial notice to Programmer, Operator shall have the right to terminate this Agreement.

Section 2. Term.

2.1 The term (“Term”) of this Agreement shall commence on [JUNE 19 2023] and shall terminate on the earlier of (a) June 16, 2024] or (b) such time as this Agreement is terminated in accordance with Section 13 hereof.

2.2. This Agreement shall not automatically renew. Ninety (90) days prior to the expiration of the Term there shall be a 14-day renegotiation window (“Renegotiation Window”) during which the parties shall exercise good faith efforts to reach an agreement with respect to the renewal of this Agreement for an additional one-year period. In the event the parties have not reached an agreement on renewal by the close of the Renegotiation Window, the Program’s timeslot(s) shall be immediately available for resale and Operator shall have the right to begin negotiating with third parties for the sale of that programming time after the expiration of the Term.

Section 3. Consideration. In consideration for the right to air its Program on the Station, Programmer shall pay Operator a fee (“Fee”) of \$ 250 per week (net of agency commissions) during the Term of this Agreement. All payments of the Fee hereunder are due no later than Wednesday of each week during the Term in advance of the Program being aired.

Section 4. Advertising. Programmer may insert no more than N/A sixty-second spots of commercial inventory into each Program to sell to sponsors, subject to the limitations contained in this Agreement. On Wednesday of each week during the Term, Programmer shall provide Operator with a list of all commercial spots it sold for the prior week in connection with the Program. All commercial announcements other than those specifically reserved for Programmer are those of Operator. Each party shall have the right to retain the proceeds from the sale of advertising sold by such party.

Section 5. Promotional Announcements. (N/A), during the Term of this Agreement.

Section 6. Station Programming Policies.

6.1 Operator Authority. Notwithstanding any other provision of this Agreement, Operator shall retain ultimate responsibility to broadcast programming to meet the needs and interests of listeners in the Station’s service area. Operator therefore retains the right to broadcast specific programming on issues of importance to the service area. Operator shall also retain the right to interrupt Programmer’s Programming in case of an emergency or for programming which, in the good faith judgment of Operator, is of greater local, regional or national public importance. Operator shall coordinate with Programmer the Station’s hourly Station identification and any other announcements required to be aired by FCC Rules. Upon request by Operator, Programmer shall provide Operator with such information concerning Programmer’s Programming and advertising as is necessary to assist Operator in the preparation of documents or materials to be filed with the FCC or placed in the Station’s public inspection file.

6.2 Compliance with the Act and FCC Rules. Programmer shall comply in all material respects with the Act and FCC Rules in the broadcast of its Programming on the Station. Programmer shall furnish or cause to be furnished the artistic personnel and material for its Programming as provided by this Agreement. All advertising spots and promotional material or announcements shall comply in all material respects with applicable law, including the Act and FCC Rules, and specifically the FCC’s sponsorship identification rules and policies (as set forth in 47 C.F.R. § 73.1212) and shall be produced in accordance with quality standards reasonably established by Operator. If Operator determines, in the exercise of Operator’s sole discretion, that any material supplied by Programmer for broadcast on the Station is for any reason unsatisfactory,

unsuitable or contrary to the public interest, Operator may, upon prior written notice to Programmer (to the extent time permits such notice), suspend or cancel the broadcast of such material without incurring liability to Programmer. Operator will use reasonable efforts to provide such written notice to Programmer prior to the suspension or cancellation of such material. Programmer shall use reasonable efforts to notify Operator 24 hours in advance of material changes in the Program (or Programming) to be broadcast on the Station. Notwithstanding the foregoing, should Operator determine, in its sole discretion, that the material supplied by Programmer, either in a single instance or routinely, fans the flames of bigotry, hatred, incites violence, demeans individuals or groups of individuals by reason of their race, gender, religion, disability, sexual orientation, or sexual identity, then Operator may terminate this Agreement immediately upon written notice to Programmer, and Operator may immediately take steps to preempt, cancel and prevent the broadcast of any such material or Program.

6.3 Programmer Compliance with Copyright Act. Programmer represents and warrants to Operator that Programmer has unrestricted authority to broadcast its Programming on the Station and that Programmer shall not broadcast any material in violation of the Copyright Act of 1976, as amended (the “Copyright Act”), or the right of any person. All music supplied by Programmer shall be (a) licensed to Programmer from a music licensing agent such as ASCAP, BMI, SESAC or GMR, (b) in the public domain, or (c) cleared at the source by Programmer. Programmer shall be responsible for payment of any performance fees associated with the performance of sound recordings if such fees are imposed during the Term. The right to use programming supplied by Programmer and to authorize its use in any manner shall be and remain vested in Programmer.

6.4 Sales Expenses. Programmer shall be responsible for payment of all expenses attributable to Programmer’s sale of advertising time on the Station, including, but not limited to, commissions due to any national sales representative engaged by it for the purpose of selling national advertising which is carried during the Programming it provides to Operator. Programmer represents and warrants that it does not discriminate on the basis of race or ethnicity, and will not accept any advertising which is intended, or have the effect of, discriminating on the basis of race or ethnicity.

6.5 Payola. Neither Programmer nor its employees shall accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including but not limited to, a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively, “Consideration”), whether or not pursuant to written contracts or agreements between Programmer and merchants or advertisers, unless the payer is identified as required by the Act and FCC Rules in the program for which Consideration was provided as having paid for or furnished such Consideration. Upon the execution of this Agreement, Programmer shall provide Operator with a Payola Affidavit executed by Programmer and separate Payola Affidavits executed by each of its employees involved with the Programming provided to the Station, with each Payola Affidavit to be substantially in the form attached hereto as Attachment I. Operator reserves the right, but assumes no obligation to, delete any commercial announcements that do not comply with the requirements of the FCC’s sponsorship identification rules and policies as set forth in 47 C.F.R. § 73.1212.

6.6 Trademarks. Programmer shall not at any time acquire or claim any right, title or interest of any nature in any call letters, logos, trademarks, or insignia used or useful in the operation of the Station (individually and collectively, the “Trademarks”). In no event may Programmer license such Trademarks to any person or entity. The right to use the Trademarks shall not extend to Programmer or any sponsor of the Program without the prior written consent of Operator in each and every instance, which shall be in Operator’s sole discretion. In the event of a breach of this section, Operator may terminate this Agreement upon written notice to Programmer. This section shall survive the expiration or any termination of this Agreement.

Section 7. Access to Programmer Materials and Correspondence.

7.1. Confidential Review. Operator shall be entitled to review at its discretion from time to time on a confidential basis any of Programmer’s programming material it may reasonably request. Programmer shall promptly provide Operator with copies of all correspondence and complaints received from the public with respect to the Programs or Station (including any telephone logs of complaints called in) and copies of all Programs. Nothing in this section shall entitle Operator to review the internal corporate or financial records of Programmer.

7.2. Political Advertising. Programmer shall assist Operator in complying with all provisions of the Act and FCC Rules regarding political broadcasting. Operator shall promptly supply to Programmer, and Programmer shall promptly supply to Operator, such information, including all inquiries concerning the broadcast of political advertising, as may be necessary to comply with the Act and FCC Rules, including the lowest unit rate, equal opportunities, reasonable access, political file and related requirements of applicable law. Operator shall provide Programmer with a statement which discloses its political broadcasting rates and policies to political candidates, and Programmer shall follow those rates and policies in the sale of political programming and advertising. In addition, Programmer shall not sell any commercial time at amounts less than those rates contained on Operator’s political rate card. In the event that Programmer fails to satisfy the political broadcasting requirements under the Act and FCC Rules, then, to the extent reasonably necessary to assure compliance with such requirements, Programmer shall either provide rebates to political advertisers or release broadcast time and/or advertising availabilities to Operator at no cost to Operator for use by the affected parties.

Section 8. Internet. Nothing herein shall be construed so as to prevent Operator from transmitting the Program over the Internet as part of a contemporaneous stream of all of the Station’s programming.

Section 9. Exclusivity. Operator has unlimited and exclusive use of the Program in its Metro Survey Area (“MSA”) as defined by Nielsen during the Term of this Agreement. Programmer shall not provide any similar program or service to any other radio or television station, cable system, satellite, MDS or other distributor within the Station’s MSA during the Term.

Section 10. Special Events. Operator shall have the right, in its sole discretion, to preempt any broadcasts of the Program in order to air special events. Such events shall include, but not be limited to, news, weather, special sports events and other live programming. Special sports events shall include without limitation college football and basketball games. In the event Operator preempts Programmer’s Program (or portions thereof) pursuant to this Section 10, the parties will exercise good faith efforts to reach an agreement with respect to the broadcast of the preempted

Program (or Programs) at a mutually-agreeable time. If the parties are unable to reach an agreement within five (5) business days as to when the preempted Program (or Programs) will be broadcast on an alternative date and time, Programmer shall be entitled to a *pro rata* reduction in the Fee to the extent the Program (or Programs) did not air on the Station.

Section 11. Indemnification.

11.1 Programmer's Indemnification. Programmer shall indemnify and hold Operator harmless from and against any and all claims, losses, costs, liabilities, damages, forfeitures and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature and description (collectively, "Damages") resulting from (a) Programmer's breach of any representation, warranty, covenant or agreement contained in this Agreement, (b) Programmer's negligence or willful misconduct or the negligence or willful misconduct of its employees or agents, and (c) violations of the Copyright Act, the Act or FCC Rules, forfeitures imposed by the FCC, slander, defamation or other third-party claims relating to the Programming provided by Programmer, and Programmer's broadcast and sale of advertising time on the Station. The obligations under this section shall survive any termination of this Agreement.

11.2 Operator's Indemnification. Operator shall indemnify and hold harmless Programmer from and against any and all Damages resulting from (a) Operator's breach of any representation, warranty, covenant or agreement contained in this Agreement, (b) Operator's negligence or willful misconduct or the negligence or willful misconduct of its employees or agents, and (c) violations of the Copyright Act, the Act or FCC Rules, forfeitures imposed by the FCC, slander, defamation or other third-party claims relating to programming provided by Operator.

11.3 Limitation. Neither Operator nor Programmer shall be entitled to indemnification pursuant to this section unless such claim for indemnification is asserted in writing delivered to the other party within the time frame set forth in Section 11.5.

11.4 Procedure for Indemnification. The procedure for indemnification shall be as follows:

(a) The party claiming indemnification (the "Claimant") shall promptly give written notice to the party from which indemnification is claimed (the "Indemnifying Party") of any claim, whether between the parties or brought by a third party, specifying in reasonable detail the factual basis for the claim. If the claim relates to an action, suit, or proceeding filed by a third party against Claimant, such notice shall be given by Claimant no later than ten (10) business days after written notice of such action, suit, or proceeding was given to Claimant; provided, that the failure to timely give notice shall extinguish the Claimant's right to indemnification only to the extent that such failure adversely affects the Indemnifying Party's rights.

(b) With respect to claims solely between the parties, following receipt of notice from the Claimant of a claim, the Indemnifying Party shall have thirty (30) days to make such investigation of the claim as the Indemnifying Party deems necessary or desirable. For the purposes of such investigation, the Claimant shall make available to the Indemnifying Party or its authorized representatives the information relied upon by the Claimant to substantiate the claim.

If the Claimant and the Indemnifying Party agree in writing at or prior to the expiration of the 30-day period (or any mutually agreed upon extension thereof) to the validity and amount of such claim, the Indemnifying Party shall immediately pay to the Claimant the full amount of the claim or such amount as agreed to by the parties. If the Claimant and the Indemnifying Party do not reach an agreement within the 30-day period (or any mutually agreed upon extension thereof), the Claimant may seek any remedy available at law or equity.

(c) With respect to any claim by a third party as to which the Claimant is entitled to indemnification under this Agreement, the Indemnifying Party shall have the right, at its own expense to assume control of the defense of such claim, and the Claimant shall cooperate fully with the Indemnifying Party, subject to reimbursement for actual out-of-pocket expenses incurred by the Claimant as the result of a request by the Indemnifying Party. If the Indemnifying Party elects to assume control of the defense of any third-party claim, the Claimant shall have the right to participate in the defense of such claim at its own expense. If the Indemnifying Party does not assume control, it shall be bound by the results obtained by the Claimant with respect to such claim; provided, that the Claimant shall not settle any third party claim without first giving the Indemnifying Party ten (10) business days' prior notice of the terms of such settlement and such settlement imposes no obligations on the Indemnifying Party vis-à-vis the third party.

(d) If a claim, whether between the parties or by a third party, requires immediate action, the parties will make every reasonable effort to reach a decision with respect thereto as expeditiously as possible.

(e) The indemnification rights provided herein shall extend to the partners, members, shareholders, directors, officers, employees, representatives and successors and permitted assigns of any Claimant; provided, that any indemnification claims by such parties shall be made by and through the Claimant.

11.5 Survival Period. The representations and warranties of the parties under this Agreement shall survive for a period of one (1) year after termination of this Agreement in accordance with its terms. Any claim for indemnification under this section must be made on or before expiration of that one-year period.

Section 12. Insurance. Throughout the Term of this Agreement, Programmer shall maintain media liability insurance with minimum limits of \$1,000,000 per occurrence. Within five (5) business days of the date hereof, Programmer shall provide Operator with a certificate of insurance evidencing proof of the required insurance coverage and shall name Operator as an additional insured/loss party under such policy. The insurance will contain a provision stating that it cannot be reduced or cancelled unless and until the insurer notifies Operator thirty (30) days prior as a certificate holder. The insurance policy must be issued by an insurance carrier that is (a) reasonably acceptable to Operator with a rating of A or better, and (b) authorized to do business in the state in which the Station is located.

Section 13. Termination. This Agreement may be terminated by either Operator or Programmer by written notice to the other, if the party seeking to terminate is not then in material breach hereof, and only upon the occurrence of any of the following:

(a) subject to Section 15.7 hereof, if this Agreement is declared invalid or illegal in whole or material part by an order or decision of a governmental authority or court of competent jurisdiction and such order or decision has not been stayed or has become “Final” (meaning that it is no longer subject to further administrative or judicial reconsideration or review and the time periods for requesting or initiating such review under applicable law or governmental regulation have expired without such request having been made);

(b) by Operator, if Programmer is in material breach of its obligations under this Agreement and has failed to cure such breach within ten (10) days of written notice from Operator;

(c) by Programmer, if Operator is in material breach of its obligations under this Agreement and has failed to cure such breach within ten (10) days of written notice from Programmer;

(d) by Operator, pursuant to Section 1.1, Section 1.2, Section 6.2 or Section 6.6 hereof;

(e) by either party, upon thirty (30) days written notice to the other party

(f) the mutual consent of both parties; or

(g) a material change in the Act or FCC Rules that would cause this Agreement to be in violation thereof, and (i) such change has become Final and (ii) this Agreement cannot be reformed in a manner reasonably acceptable to Programmer and Operator to remove and/or eliminate the violation.

Section 14. Representations and Warranties.

14.1 By Operator. Operator represents and warrants to Programmer that (a) it has all requisite limited liability company power and authority to execute and deliver this Agreement and the documents contemplated hereby and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Operator hereunder, (b) the execution, delivery, and performance by Operator of this Agreement and the documents contemplated hereby have been duly authorized by all necessary company actions on the part of Operator, (c) this Agreement has been duly executed and delivered by Operator and constitutes the legal, valid, and binding obligation of Operator, enforceable against Operator in accordance with its terms, except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors’ rights generally and by judicial discretion in the enforcement of equitable remedies, and (d) the execution, delivery, and performance by Operator of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (i) do not require the consent of any third party, (ii) will not conflict with any provision of the organizational documents of Operator; and (iii) will not conflict with, constitute grounds for termination of, result in a breach of, or constitute a default under, any material agreement, instrument, license, or permit to which Operator is a party or by which Operator is bound.

14.2 By Programmer. Programmer represents and warrants to Operator that (a) it has all requisite power and authority to execute and deliver this Agreement and the documents contemplated hereby and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Programmer hereunder, (b) the execution, delivery, and performance by Programmer of this Agreement and the documents contemplated hereby have been duly authorized by all necessary actions on the part of Programmer, (c) this Agreement has been duly executed and delivered by Programmer and constitutes the legal, valid, and binding obligation of Programmer, enforceable against Programmer in accordance with its terms, except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies, (d) the execution, delivery, and performance by Programmer of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (i) do not require the consent of any third party, (ii) will not conflict with any provision of the organizational documents of Programmer; and (iii) will not conflict with, constitute grounds for termination of, result in a breach of, or constitute a default under, any material agreement, instrument, license, or permit to which Programmer is a party or by which it is bound, and (e) all ideas, creations, materials and intellectual properties used by Programmer with respect to the Programming provided to Operator hereunder will be of its own original creation except for materials in the public domain or materials which it is fully licensed to use, and all materials furnished by Programmer and the use thereof by Programmer or its designees will not infringe upon or violate any rights of any kind whatsoever of any person or entity.

In addition,

- (i) Programmer represents herein that it is is not a “foreign governmental entity.” For purposes of the preceding sentence, a “foreign governmental entity” includes one of the following categories: (w) a government of a foreign country (as defined in 22 U.S.C. § 611(e) (FARA)), (x) a foreign political party (as defined in 22 U.S.C. § 611(f) (FARA)), (y) an agent of a foreign principal, and (z) a U.S.-Based Foreign Media Outlet, as identified on the FCC’s semi-annual reports. Programmer will promptly disclose to Operator if Programmer becomes a “foreign governmental entity” during the term of this Agreement.
- (ii) Programmer represents herein that, to its knowledge,
 - a. no persons who are involved in the production or preparation of any Program and/or who supplies to any other person any portion of the Programming have received payment or accepted valuable consideration from a “foreign governmental entity” with respect to the Programming; or
 - b. Certain persons who are involved in the production or preparation of any Program and/or who supplies to any other person any portion of the Programming have received payment or accepted valuable consideration from a “foreign governmental entity” with respect to the Programming.
 - c. For purposes of this Section, “valuable consideration” may include the programming itself, such as in the case of a foreign governmental entity furnishing a political program or any program involving the discussion of a controversial issue

to a party in the distribution chain for no cost and as an inducement to air that material.

In the event that Programmer is a “foreign governmental entity” or checks subsection (ii)(b) above, Programmer shall include at the beginning and end of the Program the following: “The [following/preceding] Programming was paid for by, either in whole or in part, by [name of foreign governmental entity], on behalf of [name of foreign country].”

Programmer shall provide prompt notice to Licensee in the event at any time during the term of this Agreement the representations set forth above become untrue or are likely to become untrue.

Section 15. Miscellaneous.

15.1 Assignment.

(a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(b) Neither party may assign its rights and obligations under this Agreement without the prior written consent of the other party; provided, that Operator may assign its rights and obligations under this Agreement at any time to (i) any subsidiary of Operator or to any other party under common control with Operator, and (ii) any party who enters into an agreement with Operator to purchase all or substantially all of the assets of, or ownership interests in, the Station.

15.2 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original but both of which together will constitute one and the same instrument. Signatures delivered by facsimile or electronically shall be deemed sufficient to render this Agreement effective and binding.

15.3 Entire Agreement. This Agreement (including any Attachments hereto) embodies the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes any and all prior and contemporaneous agreements and understandings of the parties. No amendment to this Agreement will be effective unless evidenced by a document signed by both parties.

15.4 Headings. The headings are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

15.5 Governing Law. The construction and performance of this Agreement will be governed by the laws of the State of Alabama/Georgia without regard to conflict of law principles.

15.6 Notices. All notices and other communications required or permitted to be given under this Agreement shall be (a) in writing, (b) delivered by personal delivery, by commercial overnight delivery service, or by facsimile (with written confirmation of receipt), (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the delivery service or on the written confirmation, and (d) addressed as follows (as the same may be changed in accordance with the provisions of this section):

To Programmer:

To The Point w/ Tam A Gram
1817 Chapman Ave
Huntsville, 35811

With a copy (which shall
not constitute notice) to:

To The Point w/ Tam A Gram
1817 Chapman Ave
Huntsville, 35811

To Operator:

Cumulus Media Inc.
806 Governors Drive SW, Suite101
Huntsville, AL 35801

With a copy (which shall
not constitute notice) to:

Cumulus Media
780 Johnson Ferry Road
Suite 500
Atlanta, GA 30342
Facsimile: (404) 949-0740
Attn: Legal Department

15.7 Severability. If any provision of this Agreement or the application thereof to either party or circumstances shall be held invalid or unenforceable to any extent by any court or governmental authority of competent jurisdiction, the remainder of this Agreement and the application of such provisions shall not be affected thereby and shall be enforced to the greatest extent permitted by law unless the affected provision is material to the benefits or obligations of the parties hereunder, in which case the affected party may terminate this Agreement within thirty (30) days after the order of such court or governmental authority becomes effective. In the event the FCC raises a substantial and material question as to the validity of any provision of this Agreement, the parties hereto shall negotiate in good faith to revise any such provision of this Agreement with a view toward assuring compliance with the Act and FCC Rules, while attempting to preserve, as closely as practical, the intent of the parties as embodied in the provision of this Agreement which is to be so modified.

15.8 No Joint Venture. Nothing in this Agreement shall be deemed to create a joint venture between Operator and Programmer.

15.9 Remedies. In the event that either party breaches or threatens to breach any provision of this Agreement, the other party shall be entitled to seek any remedy available at law or equity, including, if appropriate, specific performance. Notwithstanding anything to the contrary in this Agreement, the remedy of specific performance will be available to Programmer

and Operator for any breach or threatened breach by the other party of its obligations under Sections 6.1 and 6.2 of this Agreement. If either party seeks specific performance for an actual or threatened breach of such obligations, the other party shall waive the defense that the moving party has an adequate remedy at law. If either party institutes litigation to enforce its rights under this Agreement, the prevailing party shall be reimbursed by the other party for all reasonable expenses incurred thereby, including reasonable attorneys' fees.

15.10 Waiver. No waiver of any provision of this Agreement shall be effective unless contained in a writing signed by the party charged with the waiver. A waiver in any one instance shall not constitute a waiver of any other action or omission in any other instance, regardless of how similar to the action or omission covered by the waiver. No delay in either party's enforcement of any right hereunder shall, in and of itself, be deemed to be a waiver.

15.11 Force Majeure. Any failure or impairment of the Station's facilities or any delay or interruption in the broadcast of programs, or failure at any time to furnish facilities, in whole or in part, for broadcast, due to Acts of God, disease, epidemic, pandemic, quarantine, acts of government, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of Operator, shall not constitute a breach of this Agreement and neither party shall have any obligation to the other during the period that the Station's facilities are subject to a force majeure event.

[Remainder of the Page Intentionally Left Blank; Signatures on the Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

[PROGRAMMER]

By: Tammara Buckey
Name: Tammara Buckey
Title:

[OPERATOR]

By: _____
Name: John Lewis
Title: General Manager, WVNN

ATTACHMENT I

Payola Affidavit

County of Limestone)
)
) SS:
State of AL)
)

ANTI-PAYOLA/PLUGOLA AFFIDAVIT

I, _____, being first duly sworn, hereby states as follows:

1. I am Host for To The Point w/ Tam A Gram.
Position
2. I have acted in the above capacity since _____.
3. To my knowledge, no matter has been broadcast by [WVNN] in [Athens/Limestone & Alabama] (the "Station") for which service, money or other valuable consideration has been directly or indirectly paid, promised to, charged, or accepted, by or from any person or entity, which matter at the time so broadcast has not been announced or otherwise indicated as paid for or furnished by such person or entity.
4. I will not pay, promise to pay, request, or receive any service, money, or any other valuable consideration, direct or indirect, from a third party, in exchange for the influencing of, or the attempt to influence, the preparation of presentation of broadcast matter on the Station.
5. Except as set forth in the Appendix to this affidavit, neither I nor my immediate family (which includes any spouse and children under the age of 18) have any present direct or indirect ownership interest in (other than less than 5% of the voting stock in a corporation whose stock is publicly traded), serve as an officer or director of, whether with or without compensation, or serve as an employee of, any person or company engaged in:
 - a. the publishing of music;
 - b. the production, distribution (including wholesale and retail sales outlets); manufacture or exploitation of music, films, tapes, recordings or electrical transcriptions of any program material intended for radio broadcast use;
 - c. the exploitation, promotion, or management of persons rendering artistic, production and/or other services in the entertainment field;
 - d. the ownership or operation of one or more radio or television stations;
 - e. the wholesale or retail sale of records or CDs made available for purchase by the public; or
 - f. advertising on the Station.

Tammara Buckey
Name

Subscribed and sworn to before me
This _____ day of _____, 20__.

Notary Public

My Commission expires: _____.

CLIENT INFORMATION SHEET - CASH IN ADVANCE



Market	Huntsville	Account Executive
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CLIENT INFORMATION

Legal Name	
Trade Name	To the Point w/ Tam A Gram
Client Type	
Address	1817 Chapman Ave
City, State & Zip Code	Huntsville, AL 35811
Email & Phone #	tothepoint@tamagram.com 256-621-1535
Website	

Name of Company Principal(s) responsible for business transactions

Name/Contact	Title	Address, City, State & Zip	Phone #
Tammara Buckey	Owner		

Invoices will be sent electronically, unless an alternate option is confirmed

Email address invoice should be sent to	
------------------------------------------------	--

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it will be used by Cumulus from time to time to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the provided references listed in this credit application, including any financial institutions, to release necessary information to Cumulus in order to verify the information contained herein.
 I have reviewed Cumulus' Standard Terms and Conditions, attached hereto, as may be modified by Cumulus from time to time. I hereby acknowledge and agree that such Standard Terms and Conditions shall apply to all my advertising purchase orders with Cumulus.

Advertiser Representative Name, Title, Signature & Date

Tammara Buckey

STANDARD TERMS AND CONDITIONS

1. PARTIES

For purposes of this agreement:

- (a) "Station" or "Cumulus" shall refer to radio stations owned and operated by Cumulus Media Inc. or its subsidiaries, the licensee(s), which will broadcast the announcements or programs as provided for hereunder.
- (b) "Advertiser" shall mean the person, firm, or corporation whose goods, services, or the like are the subject(s) of the radio time contracted for herein.
- (c) "Agency" shall mean the advertising agency, if any, that authorized the purchase of radio time from the Station.
- (d) "Advertiser/Agency" shall mean "Advertiser" if an agency is not involved with this agreement, and shall mean "Advertiser and/or Agency" if an agency is involved with this agreement.

2. AGENCY AS AGENT FOR ADVERTISER

Agency acknowledges and represents that it is acting as an agent for and on behalf of Advertiser. Agency further acknowledges and represents that it has actual authority to enter into this agreement for and on behalf of Advertiser. If an agency is involved with this agreement, Agency and Advertiser shall be jointly and severally liable for all payments to be made to Station under this agreement.

3. PAYMENT AND BILLING

- (a) Station will invoice Advertiser/Agency not less than monthly.
- (b) Station's invoices for broadcasts, announcements, or other services provided under this agreement shall be deemed correct unless proven otherwise, and shall be, in the case of broadcasts or announcements, based on Station's log.
- (c) Upon Advertiser's/Agency's request, Station shall furnish an affidavit or certification of performance at the time of billing. Unless the request is received prior to billing, the request for an affidavit or certification of performance shall not act as a condition precedent to any payment or the time of any payment called for under this agreement.
- (d) Payment by Advertiser/Agency is due on receipt of invoice and is considered past due at 30 days. Payments not made within 30 days shall bear interest at the rate of 1½ percent per month or the maximum amount permitted by law, if less than 1½ percent per month. If Advertiser/Agency fails to make payments as provided for herein, or if Advertiser/Agency fails to comply with any other provision of this agreement, notwithstanding any other contract provision, Station shall have the right, in addition to any other rights it may have, without notice, to cancel or suspend any broadcasting or to cancel this agreement. Station reserves the right to revoke any agency commission, in whole or in part, in the event that payments are not made as provided for herein.
- (e) Effective October 1, 2020, except where prohibited by law, we will impose a 1.5% administrative fee on all credit card payments. We do not apply an administrative fee to cash payments, including Cash in Advance payments. In addition, we do not apply an administrative fee to credit card payments processed prior to the advertising start date.

4. TERMINATION

Either party may terminate this agreement by giving the other party 14 days prior written notice. If Advertiser/Agency so terminates this agreement, it shall pay Station at the rate on which this agreement is based up to the effective date of termination. If Station so terminates this agreement, Advertiser/Agency will either agree with Station on a satisfactory substitute day or time for continuance of the broadcast or announcements covered by this agreement at the rates on which this agreement is based for such substitute time, or if no such agreement can be reached, Advertiser/Agency will pay Station according to the rates specified herein for all broadcasts or announcements previously rendered by Station. Station may terminate this agreement at any time upon breach by Advertiser/Agency. In the event of termination hereunder, neither party shall be liable to the other party otherwise than as specified in this agreement.

5. SUBSTITUTION OF PROGRAMS OF PUBLIC IMPORTANCE OR IN THE PUBLIC INTEREST

- (a) Station shall have the right to cancel any broadcast or announcement or any portion thereof covered by this agreement in order to broadcast any program that Station, in its absolute discretion, deems to be of public importance or in the public interest. In such case, Station will notify Advertiser/Agency in advance, if reasonably possible, but if not, within a reasonable time after such broadcast or announcement has been canceled.
- (b) In the event that any broadcast or announcement is canceled under paragraph 5(a) above, Advertiser/Agency and Station will agree on a satisfactory substitute day and time for the broadcast or announcement, or if no such agreement can be reached within 7 days after notice of cancellation, the broadcast or announcement will be considered canceled without affecting the rates or rights provided under this agreement, except that Advertiser/Agency shall not be required to pay for the cancelled broadcast or announcement.

6. FAILURE TO BROADCAST

If, due to public emergency or necessity, restrictions imposed by law, acts of God, labor disputes, or for any other cause, including mechanical, electronic or technical breakdowns beyond Station's control, there is an interruption or omission of any program or commercial announcement contracted to be broadcast hereunder, Station shall not be in breach hereof, but upon agreement with Advertiser/Agency, Station shall substitute a reasonable equivalent date and time for the broadcast of the interrupted or omitted program or commercial announcement. If no such substitute time is available or agreed upon between the parties, the time charges allocable to the interrupted or omitted program or commercial announcement will be waived.

7. RATE PROTECTION

Station reserves the right at any time, upon 30-days written notice, to change the rates, discounts, or charges hereunder.

COMMERCIAL MATERIALS; INDEMNIFICATION

- (a) This agreement is not exclusive as to Advertiser's business, products, or services and Station remains free to solicit and broadcast programs or announcements of other advertisers whether or not they are in competition with Advertiser's business, products, or services. All commercial materials, audio or video tapes, programs, or other similar materials shall be furnished and delivered to Station at Advertiser's/Agency's sole expense. Such materials, together with any instructions pertaining thereto, shall be delivered at least 48 hours in advance of the scheduled broadcast or announcement. All materials furnished for broadcast shall not be contrary to the public interest and shall conform to Station's then-existing program and operating policy and quality standards, and are subject to Station's prior approval and continuing right to reject or require editing of such materials. No advertising matter, announcement, or program that may be deemed, in the Station's sole discretion, injurious or prejudicial to the public's interest, the Station, or honest advertising and reputable business in general will be accepted. Station may destroy or dispose of any commercial material 60 days after the last broadcast hereunder, unless otherwise instructed in writing by Advertiser/Agency.
- (b) Notwithstanding Station's approval rights in paragraph 8(a), Advertiser/ Agency shall indemnify and hold Station, its agents, employees, and officers harmless from and against all claims, damages, obligations, liabilities, costs and expenses, including attorneys' fees, that arise out of or result from any broadcast, preparation of any broadcast, or contemplated broadcast of materials furnished by or on behalf of Advertiser/Agency, or furnished by Station at Advertiser's/ Agency's request for use in connection with commercial material, including but not limited to those arising out of or that result from libel, slander, invasion of privacy rights, or infringement of any proprietary rights. Advertiser/Agency warrants that all materials furnished to Station truly represent Advertiser's business, products, or services and will be free from false claims or assertions. This paragraph 8(b) shall survive cancellation or termination of this agreement.

8. DISPUTES

Any discrepancy, dispute, or disagreement by Advertiser/Agency with any broadcast, announcement, program, or other service provided by Station hereunder or related to the amount charged by Station for same shall be reported to Station in writing within 20 days from the date of the invoice relating to same, time being of the essence. Failure to report such discrepancy, dispute, or disagreement in writing within such time shall constitute a waiver of all claims by Advertiser/Agency arising out of or related to such discrepancy, dispute, or disagreement.

9. GENERAL

- (a) This agreement is subject to the terms of the licenses held by Station and is further subject to all federal, state, and municipal laws and regulations now in force or that may be enacted in the future, including but not limited to the Rules and Regulations of the Federal Communications Commission and its decisions, actions, and orders when acting under its quasi-legislative powers.
- (b) This agreement, including the rights and obligations under it, may not be assigned or transferred without first obtaining Station's written consent, nor may Station be required to broadcast hereunder for the benefit of any Advertiser/ Agency other than those named on the face of this agreement.
- (c) In the event of a breach by Station, Advertiser's/Agency's exclusive remedy therefore shall be a credit for substituted advertising time of equal value, and in no event shall Station be liable for any consequential, incidental, or punitive damages, or monetary damages of any type.
- (d) This agreement shall be construed under and according to the laws of the State in which the Station's main studio is located. All parties hereto agree that in any action brought to enforce the obligation or right of any party hereunder, each party consents to personal jurisdiction and venue in any court of appropriate jurisdiction in the county or parish where the Station's main studio is located.
- (e) If it becomes necessary for Station to place Advertiser's/Agency's account with an attorney or collection agency for the purpose of enforcing its rights hereunder, Advertiser/Agency shall be liable to Station for reasonable attorneys' fees, costs, and expenses.
- (f) All notices hereunder shall be in writing and delivered by hand or registered or certified mail and shall be deemed given when delivered in person or, if mailed, on the second business day after the date of the mailing. Any notice hereunder shall be sufficient if given to either Advertiser or Agency.
- (g) If any provision of this agreement shall be adjudged by a court to be void or unenforceable, such adjudication shall not affect the validity or enforceability of any other provision of this agreement.
- (h) The provisions hereof constitute the entire agreement between the parties and supersede any and all other transactions, negotiations, or representations whatsoever as to the broadcast or announcements, or the parties' rights and obligations hereunder, and shall not be modified except in writing.
- (i) This Station does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race, gender or ethnicity. Advertiser hereby certifies that it is not buying broadcasting air time under this advertising sales agreement for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, gender, national origin or ancestry.

Signature Certificate

Reference number: KZQXF-2WB3B-SJODM-RC8KO

Signer

Tammara Buckey

Email: tothepoint@tamagram.com

Shared via link

Sent:

Viewed:

Signed:

Timestamp

14 Jun 2023 16:33:43 UTC

14 Jun 2023 17:24:45 UTC

15 Jun 2023 13:22:52 UTC

Signature



IP address: 136.53.102.13

Location: Huntsville, United States

Document completed by all parties on:

15 Jun 2023 13:22:52 UTC

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