

MAGNUM.MEDIA TERMS

The advertiser or agency buying advertising by this agreement, and the station accepting agreement, agree that they will be governed by these conditions:

1. (a) Station will bill advertiser monthly unless asked to bill differently. Station's bills will be according to the station's logs and records.
(b) Advertiser agrees to pay station by the 10th of each month for broadcasts done the previous month. Past due accounts will be charged one and one-half percent (eighteen (18) percent per year) on the unpaid balance. The advertiser will pay all costs of collecting past due accounts, including a reasonable attorney fee.
2. (a) Prompt payment is the essence of all contracts, the station may cancel a contract immediately, without notice, if payment is not made by the 10th. Advertiser is then liable for paying the balance due determined by the short rate of units actually broadcast.
(b) Station may cancel any contract immediately, without notice, if they believe that continuing the contract will violate the rules, regulations, or policies of The Federal Communication Commission or other Federal, State, or Municipal authorities. Advertiser is then liable for paying balance due determined by the short rate of units actually broadcast.
(c) Advertiser may cancel any contract by giving station thirty (30) day written notice. (Please see 2. (d) for cash in advance orders.) Advertiser is then liable for the short rate of units actually broadcast.
(d) There will be no refunds given or cancellations allowed with cash in advance orders.
3. (a) Station must notify advertiser and re-schedule broadcasts pre-empted by programs that the station believes to have public significance.
(b) Station must notify advertiser and reschedule broadcast not completed because of force majeure, acts of God, technical breakdowns, labor disputes, or any other reason beyond station's control.
4. (a) This contract for station time includes the services of the technical staff and regular AT-STUDIO staff announcer. There is an additional charge for on-site and/or speciality announcer. This contract does not include payment for courier services, electronic or otherwise, to deliver audio creative materials to the station
(b) Station may cancel the broadcast if it does not receive program material forty-eight (48) hours before broadcast time.
(c) All property and proprietary rights are retained by the party preparing program material. Therefore, any and all commercials produced by station are for broadcast exclusively on a Magnum Radio Group Station, unless mutually agreed by all parties included.
(d) Station approval is necessary for all material prepared by the advertiser.
5. Advertiser holds station harmless against all liability for slander, libel, illegal competition or trade practice, infringement of trademarks, trade names or proper titles, violation of rights of privacy and infringement of copyrights and proprietary rights resulting from the broadcast of contracted programs or announcements.
6. (a) Station exercises normal precautions but assumes no liability for loss or damage to program material or other property furnished by the advertiser.
(b) This Contract may not be assigned or transferred without written consent of the station. Station is not required to broadcast for the benefit of any advertiser or product other than the ones named in the contracts.
(c) Where there is a conflict between provisions of this agreement and any materials statute, law, ordinance, or government regulation the latter applies only to the extent necessary to bring a contract within legal requirements. All contracts are executed in Wisconsin all shall be governed and interpreted by the laws of State of Wisconsin.
7. Advertiser hereby waives all right to raise the defense of sovereign immunity in response to Stations actions to enforce this agreement. Further, Advertiser and Station consent to the jurisdiction and venue of the Courts of the State of Wisconsin for the resolution of any disputes in regard to rights, duties and obligations of all parties under this agreement.
8. ADVERTISERS ACKNOWLEDGES THAT THE CONTRACTS ARE THE ENTIRE AND COMPLETE AGREEMENTS BETWEEN THE ADVERTISER AND THE STATION. THERE ARE NO EXPRESSED OR IMPLIED AGREEMENTS RELATING TO BROADCASTS EXCEPT WHAT IS SPECIFIED IN THE CONTRACTS. THESE ITEMS AND PROVISIONS ARE EFFECTIVE UNLESS CHANGED BY WRITTEN STATEMENT AND SIGNED BY BOTH PARTIES.
9. BY SIGNING AN ADVERTISING AGREEMENT, THE ADVERTISER ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS.