

AGREEMENT

THIS AGREEMENT is made and entered into on this **25th DAY of JULY, 2019** by and between **MIGALA COMMUNICATIONS CORPORATION**, a Delaware Corporation doing business in Illinois (hereinafter referred to as "Migala"), licensee of Radio Station WCEV (AM), Cicero, Illinois, (hereinafter referred to as "WCEV") and **TONY MACIA, AGENT FOR J. JARAMILLO** (hereinafter referred to as "Timebroker").

- (1) Migala agrees to provide certain segments of airtime on WCEV, and Timebroker agrees to pay for and use said segments of airtime as specified in paragraph 26 below.
- (2) Timebroker shall comply with all laws and regulations governing advertising regardless of whether such laws and regulations are promulgated by such government agencies as the Federal Communications Commission, the Federal Trade Commission, or any other federal agency, or the State of Illinois. Timebroker specifically understands that these regulations and laws include the Truth in Lending Act and the prohibition against double billing procedures. The Timebroker will also comply with regulations adopted by Migala and/or the National Association of Broadcasters.
- (3) Timebroker agrees that all advertising is under the supervision and control of Migala and must be submitted to it for approval prior to broadcast. When requested, Timebroker will file all sponsor contracts with Migala and will also file with Migala a memorandum covering advertising where sponsors do not sign advertising contracts. Timebroker acknowledges that he has a responsibility to his audience to insure that all advertising that is run on his program is being aired on behalf of legitimate business. Timebroker shall do all in his power to insure that no fraudulent advertising is aired over WCEV. Migala reserves the absolute right to accept or reject any and all sponsors and commercial announcements or copy prepared by any advertiser or agency for broadcasting and to approve all rates.
- (4) Timebroker agrees to abide by all Federal Communications Commission rules and regulations including those regarding political advertising, such as "Lowest Unit Charges". Timebroker must report "Lowest Unit Charges" to Migala promptly upon request. Timebroker must report "Lowest Unit Charges" to Migala promptly upon request. All political contacts must be reported to Migala, and all political advertising must be placed through WCEV. As per Federal law, Timebroker may not refuse any political advertising.
- (5) No lottery shall be presented over WCEV. Any game, contest or promotion to be presented shall be fully stated and explained three weeks in advance to management of WCEV; and, WCEV reserves the right, in its sole discretion, to reject any game, contest or promotion which, in its sole judgment, is deemed to be or which might be construed to be a lottery under applicable federal and state laws or does not comply with rules and policies of the Federal Trade Commission controlling contests and promotions.

(6) Timebroker will provide, on or before the day of broadcast, a log of all commercial announcements and a program content form for each program. It is understood and agreed that the amount of all advertising shall be limited to sixteen (16) minutes per sixty (60) minute segment, and prorated accordingly for shorter segments.

(7) It is understood and agreed that Timebroker will not receive any consideration in money, goods, services or otherwise, directly or indirectly (including to relatives) from any person or company for the playing of records, the presentation of any programming or the broadcast of any commercial announcements over WCEV without reporting same in advance to the management of WCEV and without such broadcast being announced and logged as sponsored. Timebroker understands that violation of this provision is "payola" and constitutes a federal crime. It is further understood and agreed that no commercial messages ("plugs") or undue reference shall be made in programming presented over WCEV to any business venture, profit-making activity or other interest (other than non-commercial announcements for bona fide charities, church activities or other public service activities) in which Timebroker or anyone else is directly or indirectly interested without the same having been approved in advance by the management of WCEV and said broadcast being announced and logged as sponsored. To evidence Timebroker's compliance with the provisions of Paragraphs 2 through 7, Timebroker agrees to execute, on a monthly basis, an Affidavit Regarding Fraudulent and Co-Operative Billing in a form substantially similar to Exhibit "A", which is attached hereto and by this reference made a part hereof.

(8) Timebroker acknowledges that WCEV is licensed to serve the community of Cicero, Illinois and agrees to comply with Federal Communications Commissions rules and regulations concerning WCEV's obligation to serve its town of license.

(9) Failure to comply with the provisions of above Paragraphs 2 through 8 shall give Migala the right to cancel this agreement immediately. Should WCEV and/or Migala incur any Federal Communications Commission fines as a result of or because of lack of action by Timebroker (including but not limited to the lack of or late filing of requested paperwork, Timebroker agrees to pay any incurred fines or penalties and understands that the deposit discussed in Paragraph 27 will be used to cover part of this financial obligation.

(10) In the event Timebroker incurs special charges in connection with the presentation of his/her program such as but not limited to, charges incurred for use of telephone transmission lines, including remote transmission equipment, said charges will be due and payable with the regular monthly payment as set forth in Paragraph 27.

(11) Timebroker acknowledges that interruptions in broadcast service are possible because of malfunctions of broadcast lines or related equipment, and electrical power generation. Timebroker agrees that neither Migala nor WCEV shall be held financially accountable for any losses resulting to Timebroker as a result of the interruptions referred to above.

(12) Timebroker shall not enter into any timebrokerage relationship with any other radio stations that broadcast from Cook County, Illinois, without providing written notice to WCEV.

(13) Timebroker agrees to hold Migala harmless from any and all judgments resulting from litigation arising out of programming which Timebroker broadcasts over WCEV. Timebroker hereby waives right to jury trial should litigation arise between the parties to this agreement. Timebroker shall reimburse Migala for any and all attorneys fees and related costs incurred by Migala's or WCEV's involvement in such lawsuits.

(14) Migala reserves the right to represent Timebroker in the promotion and sale of advertising on Timebroker's program. Timebroker shall have the right to accept or reject any advertising obtained by Migala.

(15) Timebroker agrees to play WCEV's inter-ethnic feature, "Who We Are" in English; and, said feature will be broadcast at least **twice weekly**. **NOTE: This paragraph (15) does NOT apply to this agreement.**

(16) Migala reserves the right to reject any pre-recorded materials which is unacceptable to Migala's engineering personnel.

(17) Migala shall have the right to preempt Timebroker's regularly scheduled program in the event that Migala, in its sole discretion, determines that news of urgent local, national or international interest shall be broadcast.

(18) In the event that Timebroker or his/her employees is/are responsible for breakage or damage to property or equipment owned by Migala, Timebroker shall be charged for the repair or replacement of such equipment. This charge shall be made against the deposited amount discussed in Paragraph 27.

(19) Amounts billed to Timebroker by Migala pursuant to Paragraph 27 of this Agreement are due upon receipt of invoice. If said amounts are not paid within thirty (30) days of receipt, Timebroker shall pay an additional 1.5% of any outstanding balance for each month, or fraction thereof while said balance remains unpaid.

(20) Timebroker shall reimburse Migala for any attorney fees and court costs incurred by Migala in collecting amounts due under this agreement.

(21) Notice to either party shall be addressed as follows:

TIMEBROKER:
J. JARAMILLO
BY AGENT TONY MACIA
MEDIA CONNECTIONS
P.O. BOX 150007
KEW GARDENS, NEW YORK 11415
✓ 718-314-1057
mediconnections@hotmail.com

MIGALA/WCEV:
MIGALA COMMUNICATION CORPORATION
WCEV RADIO
5356 WEST BELMONT AVENUE
CHICAGO, ILLINOIS 60641
TEL: 773-282-6700
FAX: 773-282-0123

(22) At the time of contract signing Timebroker must supply Migala with a list of staff of his/her program, including name, address, telephone, position, full time employment and

citizenship information. It will be Timebroker's responsibility to update this information as change occurs.

(23) In the event Timebroker fails to make any of the payments called for under this Agreement, including those set forth in Paragraph 27, or if Timebroker fails to perform any of the covenants or conditions set forth herein, Timebroker shall be deemed in default and this Agreement shall, at the option of Migala, be terminated immediately.

(24) If this Agreement is terminated by Migala under the provisions of Paragraph 9 or 22, Migala may make the segments of air time that Timebroker has contracted for herein available to other parties, including Migala. However, Migala shall not be required to make the segments of airtime available to others, nor shall Migala be required to take any other steps to mitigate its damage, Timebroker hereby waiving the use of any care or diligence by Migala concerning mitigation. If a sum sufficient to compensate Migala for the loss of payments from Timebroker as set forth in Paragraph 27 is not received as a result of Migala's making the segments of air time available to other parties, Timebroker agrees to pay and satisfy all deficiencies. The acceptance by Migala of another person to use the segments of air time which Timebroker has contracted, for herein shall not act as cancellation of the Agreement herein contained, and performance by any substituted party by the payment of money to Migala shall constitute only satisfaction pro tanto of the obligation of Timebroker hereunder.

(25) Migala reserves the right to cancel this Agreement upon 30 (thirty) days written notice for any reason satisfactory to itself.

(26) Timebroker shall be responsible for soliciting advertising for the radio program known as: **NUEVA ERA (NEW ERA)**. Said radio program will be broadcast on the following day(s) each week at the time(s) shown: **MONDAYS THROUGH FRIDAYS 6:00:45PM TO 6:59:30PM**.

(27) A. Timebroker shall deposit with Migala the sum of **\$0** which will be held by Migala until the Agreement has expired and all financial obligations of Timebroker to Migala of Timebroker to Migala have been satisfied.

B. Timebroker will pay to Migala the amount of **\$250.00 PER HOUR; THAT IS \$1,250.00 PER WEEK, MINUS 15% AGENT'S COMMISSION, OR A TOTAL OF \$1,062.50 PER WEEK**. Said payments shall be **WEEKLY, IN ADANCE AND MUST ARRIVE BY WIRE TRANSFER INTO THE BANK ACCOUNT OF WCEV BY EACH FRIDAY BEFORE 5PM IN ORDER FOR THE MONDAY PROGRAM TO AIR**.

(28) This agreement is to be in effect for a period of **TWO consecutive weeks starting MONDAY, JULY 29, 2019 AT 12:01AM THROUGH FRIDAY, AUGUST 9, 2019 AT MIDNIGHT**.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which consists of FIVE pages on the date first shown above.

MIGALA COMMUNICATIONS CORPORATION,
Licensee of Radio Station WCEV:


LUCYNA MIGALA
VICE PRESIDENT & PROGRAM DIRECTOR

TIMEBROKER:



APPROVED BY: Tony Macia

TONY MACIA
OF MEDIA CONNECTIONS,
AGENT OF J. JARAMILLO