

# Multicultural Radio Broadcasting

13321 New Hampshire Avenue Suite 207, Silver Spring, MD 20904 Tel: (301) 879-9077 Fax: (301) 879-9070

Date: 1/26/24		<b>STATION AIRTIME &amp; ADVERTISING ORDER</b>	
Station: <u>WLXE</u>	Program Name: <u>Columbia Tierra Querida</u>	Agency (if any): _____	
Programmer Name: <u>Jairo Gonzalez</u>	Product Name: <u>Columbia Tierra Querida</u>	Billing Address: _____	
Buyer/Contact Person: <u>Jairo Gonzalez</u>	Address: <u>[REDACTED]</u>	City, State & Zip Code: _____	
City, State & Zip Code: <u>Germantown, MD 20874</u>	Phone: _____	Contact Name: _____	
Cell: _____	Email: _____	Account Executive: _____	
Type of Account: ( ) Sponsorship ( ) Trade ( ) Regional <input checked="" type="radio"/> Broker Time Contract	Commission: <input type="radio"/> Y <input checked="" type="radio"/> N		

#	Lght	Flight Dates		# of Wks	Type	Scheduling Day Part	Rate	Days of the Week							Wkly Spots	Weekly	
		Start	End					M	T	W	Th	F	Sa	Su			
1	1 hr	1/27/24	12/28/24	49	BRK	3 PM - 5 PM	[REDACTED]							2		2	[REDACTED]
2																	
3																	
4																	
5																	

Each monthly payment is calculated by multiplying Rate by spots broadcasted during that calendar month.

<b>TOTAL INVESTMET:</b>	<b>GROSS:</b>	<b>NET:</b> [REDACTED]
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**ALL AIRFEES MUST BE PAID IN ADVANCE**

Broker Time programmers are required to maintain a deposit equal to two (2) week's charges as security for performance of the terms of this contract. Interest shall not accrue on this deposit.

**MUSIC RIGHTS TO BE PAID BY PROGRAMMER IF ASSESSED**

There is not reduction or credit to any airfee charges when the programmer does not appear in Station's studios to host his/her show. Programmer must provide Station with a generic pre-recorded show. If a generic program is not provided by Programmer, Station will fill with music, and regular airfee charges will apply in accordance with the signed contract. THIS RULE APPLIES FOR HOLIDAYS, ALSO.

Station retains three (3) minutes per hour to comply with Station ID, Station promotions, network advertising requirements or for its sole use. Programmer agrees to air Station's advertising within ten (10) minutes of time requested by Station

Station and Programmer agreed not to solicit or accept advertising from each other's advertisers or sponsors, such action to constitute material breach.

Client Signature: <u>[Signature]</u>	Name of Client: <u>Jairo A Gonzalez</u>	Sales Manager Approval: <u>[Signature]</u>
Date: <u>2-3-24</u>		Date: <u>1/26/24</u>

**Terms & Conditions:**

Fees on all contracts must be paid in full prior to broadcast. In the event of non-payment by Client on the due date, Station shall have the right to charge a 5% late fee. All payments to Station are non-refundable. If a client's check is bounced, the Station immediately will stop airing client's commercials or programs until payment is remedied, and Client will pay to Station all return fee charges from the bank. Advertising and programming cancelled for non-payment will not be made good. Client agrees to pay any and all collection fees, including, but not limited to, court costs and attorney's fees. All advertising and programming content is subject to approval by Station. All commercials and programs must comply with regulations set by FCC and FTC. THE PROGRAMMER MUST LEARN AND BECOME FAMILIAR WITH THE RULES AND REGULATIONS OF THE FEDERAL COMMUNICATIONS COMMISSION (FCC) including but not limited to, the Personal Attack Rules, Political Advertising, Political Editorializing and Sponsorship Identification, Fraudulent and Double Billing, Payola/Plugola Kickbacks, Lotteries, Policy Statements of the FCC and those Rules of the Federal Trade Commission concerning the broadcast of False, Misleading or Deceptive Advertising, and shall abide by all such Rules and verify that any broadcast including program-length commercials, shall not violate the foregoing Rules. Station reserves the right to stop or cancel any commercial or program with inappropriate, illegal or exaggerate wordings. This sales contract is an exclusive agreement between the Client and Station; transfer of contract to another party is not permitted. Signed contracts cannot be cancelled, changed, temporarily stopped, delayed or revised by Client. Unless otherwise provided herein, this agreement may be terminated by either party with thirty (30) days prior written notice to the other party. If Client so terminates, he/she will pay Station all advertising broadcasts until termination day. It is agreed to herein that Station is not bound to create script or script changes for spots, if not received without two (2) business days prior to start day or to those changes take effect; and fees may apply for such changes. If Stations, due to Public Emergency, necessity, or any other reason, including mechanical breakdown or power failure, be unable to broadcast any or part of the Client's program and advertising, the Station's liability will be limited to a pro rata charges' reduction in broker time fees. If spots did not run Client may elect to accept "make goods" or credit to his/her account, and Client shall have no other claims against Station. Client shall hold Station harmless against any, and all, liability for slander, libel, unfair competition, unfair trade practices, false advertising, infringement of trademark, trade names, or copyrights resulting from Client's advertising aired. This contract shall not be binding until accepted to by both parties. Client is responsible for any charges incurred upon this contract acceptance by both parties. In the event the Station is sold or changes format, Station has the right to terminate this agreement effective the date that the current owners transfer control to the new owners either by assignment, LMA or when the new format goes into effect. In accordance with paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, MRBI will not discriminate in any contract of advertising on the basis of race or ethnicity, and all such contracts will be evaluated, accepted, negotiated and completed without regard to race or ethnicity.



## Additional Terms and Conditions

1. Payment is due in advance of broadcast unless otherwise specified, but in no event, less than 48 hours prior to broadcast time. Payment must be made during normal business hours, 9am-5pm Monday through Friday.
2. The Station reserves the right, in its sole discretion, to cancel this contract at any time upon default by the Programmer for non-payment of broadcast time, or for other material breach of contract. If any of the terms and conditions of this contract is breached by the Programmer, any failure or refusal by the Station to enforce its right shall in no way constitute a waiver of the Station's rights, or a condonation, and such rights may be enforced at any time during the term of the contract.
3. In the event of termination by the Station for any of the reasons stated in paragraph (2), the Station shall be entitled to retain the security deposit as liquidated damages, plus recover any other additional damages suffered by the Station as result of Programmer's breach of the contract.
4. In the event the Programmer breaches the contract or fails or refuses to perform in accordance with the terms and conditions of the contract, the Station shall have, at its discretion, the right to enforce the contract for the entire duration as agreed upon and will hold the Programmer legally responsible for damages and costs incurred by virtue of the breach and loss of profit.
5. All additions to, modifications, cancellations, or any other changes whatsoever of the contract shall be effective only if submitted to the Station in writing, signed by the Programmer or his duly appointed agent at the Station's regular post office address and accepted and countersigned by the Station through its duly authorized representative, and no oral communication by Programmer or his agent shall be effective to change any terms and conditions of the contract.
6. The Station shall have the right of substitution or preemption of any program, at any time for the purpose of broadcasting another program which it deems to be of public importance or in the public interest. No notice shall be required for such preemption except that which is reasonable under the circumstances, if and when such a substitution is made, it will not be in default of this contract.
7. Programmer is prohibited from sub-leasing any portion of his/her airtime to a third party without a written consent from the Station.
8. Should the Station, due to public emergency, necessity, or any other reason, including mechanical breakdown, be unable to broadcast any or part of the advertiser or Programmer's broadcast, the Station's liability will be limited to a pro rata reduction in charges, a credit in proportion to rate, or a suitable courtesy announcement.
9. Programmer agrees to furnish material of suitable quality for broadcast. The Station reserves the right to cancel the contract if the Programmer's program does not conform with the rules and regulations of the FCC, or the standards of the Station itself.
10. In the event of non-payment by the Programmer on or before due date, the Station shall have the right to charge a late fee.
11. Should the Programmer fail to supply program material for broadcasting, the Station shall have the right to broadcast a substitute program making its regular charges for time in accordance with the contract. Programmer agrees to supply Station all documentation needed for various licensing organizations, I.E., BMI, ASCAP.
12. Where the program material is supplied by the Programmer agrees to hold Station harmless against all liability, for libel, slander, illegal competition, or trade practice, infringement of trade marks, trade names, or program titles, violation of rights of privacy and infringement of copyrights and property rights, resulting from the broadcasting of such programs.
13. In the event that the Programmer shall pursue litigation against the Station for any reason, Programmer agrees to pay for the Station's costs of the litigation, including but not limited to the Station's attorney fees. In the event the Station shall pursue litigation because of the default or breach of contract in any respects by the Programmer and the Station prevails in a court of law, the Programmer agrees to pay for the costs of the litigation, including Station attorney's fees.
14. Advertiser/Programmer warrants that he/she is the party that is solely responsible for payments to Station.
15. This contract is subject to the terms of license held by the Station and is subject also to Federal, State and Municipal laws and regulations now in force, or which may be enacted in the future, including the rules and regulations of the Federal Communications Commission.
16. This contract, including the rights under it, may not be assigned or transferred without first obtaining the consent of the Station in writing, nor may the Station be required to broadcast hereunder for the benefit of any other advertiser/programmer than the one named of the face of the contract. Owner may assign all or the relevant portion of this agreement in connection with the transfer of all or substantially all of

the assets used for held for use in connection with any Station, including a collateral assignment to any lender or other person providing financing to the Station or the Station's parent and/or affiliates.

17. In dealing with advertiser/ programmer, the Station shall follow a uniform policy to avoid discrimination.
18. Station retains 3 minutes each hour, to be used by Station anyway Station elects to use the time.
19. In the event the Station is sold or changes format, Station has the right to terminate this agreement effective the date that the current owners transfer control to new owners either by assignment, LMA, or when the new format goes into effect.
20. Station has the right to charge an additional fee for payment of music license agreements that the Station must maintain when playing music. Programming fee will be determined by the number of hours he/she programs on Station.
21. This agreement and all matters or issues directly or collaterally relating thereto shall be interpreted by, governed in accordance with and construed pursuant to the laws of the State of [Fill in] without regard to its conflict of law rules.
22. This agreement constitutes the entire agreement between the parties hereto and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties respecting the subject matter hereof.
23. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, addressed to the following addresses, or to such other address as any party may request.

**If to Programmer:**

Name: Jairo Gonzalez  
 Address: [REDACTED]  
Germantown, MD 20874  
 Attention: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

**If to Station:**

Name: WLXE  
 Address: 13321 New Hampshire Avenue Suite 207  
Silver Spring, MD 20904  
 Telephone: 301-879-9077  
 Attention: Libby Parris  
 Fax: 301-879-9070  
 E-mail: libbyp@mrbf.net

**With copies to:**

Name: Multicultural Radio Broadcasting, Inc.  
 Address: 40 Exchange Place Suite 1010  
New York, NY 10005  
 Attention: \_\_\_\_\_  
 Fax: 212-966-1012

24. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, [Multicultural Radio Broadcasting Licensee, LLC or KALI-FM Licensee, LLC or Way Broadcasting Licensee, LLC] will not discriminate in any contract for airtime [or advertising] on the basis of race or ethnicity, and all such contracts will be evaluated, accepted, negotiated and completed without regard to race or gender.
25. Station has the right to terminate this agreement with fourteen (14)-day written notice to Programmer without cause.
26. The Station may, but is not required, to simultaneously broadcast via online streaming, through any means it chooses.

IN WITNESS WHEREOF, the Programmer and the agent of Station have fully reviewed, understood, and agreed on the terms and conditions of this contract.

Programmer: [Signature] Station Agent: Libby Parris  
 Print Name: Jairo A Gonzalez Print Name: Libby Parris