

# **BROADCASTING TIME CONTRACT**

This Broadcasting Time Contract ("Contract") is made this 26 day of November, 2018 between Universal Stations LLC, 2395 Ocean Avenue, Suite 3, Ronkonkoma, NY 11779 (hereinafter, "Station") and Chris Arnzen c/o Cruciform Media (hereinafter, "Client").

Address: [REDACTED]

City: [REDACTED]

State: [REDACTED]

Zip Code: [REDACTED]

Telephone: [REDACTED]

The Station and Client hereby agree to the following:

1. The Station agrees to lease time to the Client (hereinafter, "Program"), commencing 5/3/2019 and ending 1/2/2020

The Program will be broadcast on AM station 540 WBWD

On (Days) Sundays at (Times) 8:00 am – 8:30 am

2. The Client will pay the Station \$ [REDACTED] per one week (27.5 minutes every Sunday) for the right to broadcast the Program, subject to the terms of this Contract. Client is allowed to use the main studio at 12:00pm Saturdays to simulcast program and record for rebroadcast.

3. The Station and Client agree that the Client has this day paid a deposit of      to the Station for the broadcasting services contemplated in this Contract.

4. It is the Station's expectation that all broadcast time will be prepaid, and is thus, "due", fourteen (14) calendar days in advance of the date of each broadcast. The Station, at its sole discretion, may give the Client additional time to pay for broadcast time. Monies are deemed to have been "paid" when they are received by the Station at the Station's address. In the event that the Client fails to pay for broadcast time in advance of the broadcast, the Station, at its sole discretion, may refuse to permit the Client to broadcast the Client's program.

5. In the event that the Client fails to pay the Station any amounts due within thirty (30) days of the date of the Client's broadcast, the Client agrees to reimburse the Station for all of the costs and expenses the Station incurs to collect the outstanding balance, **including but not limited to attorneys' fees.**

6. Any balances outstanding more than thirty (30) days after a broadcast are subject to a \$20.00 late fee, and all balances outstanding for more than thirty (30) days after a broadcast are subject to interest at the annual rate of 12%, compounded monthly.

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7. In the event that the Client fails to pay for any services contemplated in this Contract when due, in addition to any other remedies it may have by this Contract or by applicable law, the Station has the right to immediately apply the deposit referenced in Paragraph three (3) toward any outstanding balance. The Station may, at its sole discretion, also demand that the Client provide a new deposit to the Station prior to conducting any additional broadcasting under this Contract.

8. The Station reserves the right, in its sole discretion, to cancel this Contract at any time upon default by the Client in the payment for broadcast time or for any other material breach of this Contract. The Station also reserves the right to terminate this Contract for cause, including but not limited to the Client's failure to abide by Federal Communications Commission ("FCC") rules or the Station's policies. In the event of a breach by the Client, any failure or refusal by the Station to enforce its rights under this contract shall not constitute, in any way, a waiver of the Station's rights, and the Station continues to reserve all of its rights under law.

9. In the event of cancellation by the Station of this Contract for the reasons outlined in Paragraph eight (8) above, the Client and Station agree that the Station shall have the right to recover the Client's deposit as a portion of the Station's damages.

10. In the event that the Client fails or refuses to perform in accordance with the terms and conditions of this Contract or breaches the Contract in any material way, the Station shall have, at its sole discretion, the right to enforce the Contract for its entire duration and the right to take the Client's deposit as a portion of its damages.

11. In the event that the Station is unable to broadcast any or part of the Client's Program due to a public emergency, or any other reason, including but not limited to mechanical breakdown, the Station's liability is limited to a pro rata reduction in charges to the Client, a credit in proportion to the Client's rate, or a suitable courtesy announcement.

12. Client agrees to furnish material of suitable quality for broadcast. The Station reserves the right, in its sole discretion, to cancel the Contract if the Client's Program does not conform to the rules and regulations of the FCC, or the standards of the Station itself.

13. Should the Client fail to supply program material at least 24 hours in advance of broadcast time, the Station shall have the right to broadcast a substitute program with regular charges for time in accordance with the Contract. The Client agrees to supply the Station with all documentation needed for various licensing organizations (i.e. Broadcast Music, Inc. ("BMI"); American Society of Composers, Authors and Publishers ("ASCAP")).

14. The Client agrees to indemnify, hold harmless and defend the Station against any and all Claims arising in any way from the Client's broadcasting of material pursuant to this Contract. For purposes of this Contract, the term "Claims" shall mean and include any and all actions, causes of action, suits, disputes, controversies, claims, debts, covenants, contracts, trespasses, judgments, sums of money, offsets and setoffs, agreements, promises, losses, damages and demands of whatsoever nature. The Client further agrees to air a disclaimer in accordance with this paragraph prior to the airing of any program, upon request by the Station.

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15. This Contract represents the entire understanding of the parties hereto and no oral representation, whether made by the Client or its representative or by the Station or its representative, and whether made before, during or after the execution of this Contract, will be legally effective to alter any of the terms of this Contract.

16. The Client warrants and represents that he/she/or it is the party that is solely responsible for payments to the Station under this Contract.

17. This Contract is subject to the terms of license held by the Station and subject to all applicable Federal, State and Municipal laws and regulations now in force, as well as any such laws or regulations which may be enacted in the future. The applicable rules and regulations include, but are not limited to, those of the Federal Communications Commission, in pursuance of its quasi-legislative powers and decisions made while acting in its quasi-judicial role.

18. This Contract, including the rights under it, may not be assigned or transferred without first obtaining the Station's written consent, nor may the Station be required to air a broadcast for the benefit of any other advertiser or programmer than the named Client herein.

19. The Station will enforce a uniform policy to avoid discrimination. The Client will cooperate completely with the Station's efforts in this regard.

20. The Station retains five (5) minutes each hour and two and a half minutes (2.5) for each half hour to be used at the Station's discretion or as it sees fit.

21. In the event that the Station is sold or changes format, the Station has the right to terminate this Contract, effective the date that the current owner(s) transfer(s) control to subsequent owner(s), whether by assignment, Local Marketing Agreement ("LMA"), or when the new format goes into effect.

22. The Station has the right to charge an additional fee for payment of music license agreements that the Station must maintain when playing music. Programming fees will be determined by the proportionate number of hours the Client airs on the Station.

23. This Agreement shall be governed by and construed as a contract under seal in accordance with the laws of the State of New York.

24. If any term or provision of this Contract, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

25. Each signatory of this Contract warrants and represents that he/she/or it is authorized to execute this Contract, and, if the Client is a company or corporation, the signatory is duly authorized to bind the company or corporation to the terms of this Contract.

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26. The Client and Station each further represent that they are able to read the language and understand the meaning and effect of this Contract; that they have read and understand this Contract and the effect thereof and they have had the opportunity to have an attorney explain the Contract's terms to them prior to signing the Contract.

27. This Contract may be executed in multiple counterparts, and each executed counterpart shall have the same force and effect as an original instrument, as if all of the parties to all of the counterparts had signed the same instrument.

By Client

CRUCIFORM MEDIA

(Client Print)

Chris Romano

Client Signature

070-60-2697

Social Security Number

5-3-19

Date

Universal Stations, LLC

Bill Saurer, CEO

George Romano, Station Manager, WBWD 540

Date