

# CONTRACT



**WENZ-FM**  
**6555 Carnegie Avenue**  
**Suite #100**  
**Cleveland, OH 44103-4619**  
**Billing Fax: (216) 361-1605**  
**(216) 579-1111**

<http://zhiphopcleveland.com>

And:

**Precision New Media**  
**Attention: Jess Willard**  
**395 East Broad Street**  
**Suite 200**  
**Columbus, OH 43215**

<u>Contract / Revision</u> 1858877 /		<u>Alt Order #</u>
<u>Advertiser</u> <b>SEIU 1199</b>		<u>Original Date / Revision</u> 02/28/24 / 02/28/24
<u>Contract Dates</u> <b>02/29/24 - 03/13/24</b>	<u>Estimate #</u>	
<u>Product</u> <b>Failing Ohio</b>		
<u>Billing Cycle</u> EOM/EOC	<u>Billing Calendar</u> Broadcast	<u>Cash/Trade</u> Cash
<u>Property</u> <b>WENZ-FM</b>	<u>Account Executive</u> Ramahn Weaver	<u>Sales Office</u> Local Cleveland
<u>Special Handling</u>		
<u>Demographic</u> Adults 25-54		
<u>Agency Ref</u>	<u>Advertiser Code</u>	<u>Product 1/2</u>
<u>Agency Ref</u>		<u>Advertiser Ref</u>

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
N 1	WENZ	02/29/24	03/13/24	M-F AM Drive	6a-10a		:30			NM	15	\$4,800.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	02/26/24	03/03/24	---11--				2	\$320.00			
	Week:	03/04/24	03/10/24	11122--				7	\$320.00			
	Week:	03/11/24	03/17/24	222----				6	\$320.00			
N 2	WENZ	02/29/24	03/13/24	M-F PM Drive	3p-7p		:30			NM	15	\$5,400.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	02/26/24	03/03/24	---11--				2	\$360.00			
	Week:	03/04/24	03/10/24	11122--				7	\$360.00			
	Week:	03/11/24	03/17/24	222----				6	\$360.00			
<b>Totals</b>											<b>30</b>	<b>\$10,200.00</b>

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
02/26/24 - 03/13/24	30	\$10,200.00	(\$1,530.00)	\$8,670.00
<b>Totals</b>	<b>30</b>	<b>\$10,200.00</b>	<b>(\$1,530.00)</b>	<b>\$8,670.00</b>

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

(\* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Two week advance cancellation notice is required unless otherwise

## TERMS AND CONDITIONS STANDARD RADIO SALES AGREEMENT

### 1. BILLING AND PAYMENT.

- a. The Station identified on the accompanying document ("Station") will bill the Advertiser or Agency, as applicable, using the standard broadcast month, unless otherwise provided thereupon.
- b. Payment is due to the Station by Advertiser or Agency within thirty (30) days of the billing date as set forth on the invoice. Station may require advance payment from any advertiser, including any political or issue advertisers, that (i) is newly established or have been established only for a limited or temporary time or purpose; (ii) does not routinely or regularly advertise with Station; (iii) has an uncertain credit history or (iv) has an unstable financial condition. If credit is extended, accounts that become past due may have credit revoked. In addition, Advertiser or Agency agrees to pay late fees equal to an interest rate equal to the prime rate plus 10% compounded monthly on past due amounts, which shall be paid in addition to amounts paid for advertising. Further Advertiser or Agency agrees to pay collection fees and reasonable attorney fees and such fees shall be payable as liquidated damages in that amount equal to the greater of thirty percent (30%) of the total amount of fees invoiced for advertising services and applicable late fees due or actual collection and attorney's fees due.
- c. Invoices shall contain dates, advertiser, time, and length of commercial announcement and/or size of website advertisement, cost and, if commercial code identifying each commercial announcement and/or website advertisement is requested in advance and supplied by the Advertiser or Agency, such code for each commercial announcement and/or website advertisement.
- d. The Station warrants that all information shown on an invoice was taken from the commercial and/or website advertisement record produced and maintained at the Station, and will be made available, as will other records adequate to verify performance of conditions of sale, upon reasonable request, for inspection by the Advertiser or Agency for a period of 3 months from the month of broadcast or from the impended schedule of website advertising. This invoice shall evidence proof of performance.
- e. The Station grants credit based on joint and several liability. Notwithstanding to whom bills are issued, Advertiser, Agency, and any service used by either for the purposes of performing media buying or similar services and/or for the purpose of paying such invoices ("Service"), shall all fully remain jointly and severally obligated to pay to the Station the amount of any bills issued by the Station within the time specified and until payment in full is received by the Station. Payment by Advertiser to Agency or to Service or payment by Agency to Service shall not constitute payment to the Station.

### 2. TERMINATION.

- a. Unless otherwise specified on the accompanying document, either party may terminate this Agreement, without cause, upon giving the other party at least fourteen (14) days prior notice (or where this Agreement covers sponsorship or partial sponsorship of program(s), upon at least twenty-eight (28) days prior written notice). Notwithstanding the foregoing, Advertiser or Agency may not terminate any contracts of two consecutive weeks or less. If Advertiser or Agency so terminates this Agreement, all unpaid accrued charges hereunder shall immediately become due and payable. Notwithstanding the foregoing, contracts that include the creation of custom deliverables (such as videos, sweepstakes, and contests), the participation of influencers, or radio personalities and the sponsorship of live and produced events, are non-cancelable.
- b. The Station may, effective upon notice to Advertiser or Agency, terminate this Agreement at any time (i) upon material breach by Advertiser or Agency, or (ii) if Advertiser's or Agency's credit, in the sole discretion of the Station, is impaired. For the avoidance of doubt, any violation of applicable law by Advertiser or Agency automatically constitutes a material breach by Advertiser or Agency subject to immediate termination hereunder. If the Station terminates this Agreement pursuant to this Subsection, all unpaid accrued charges hereunder shall immediately become due and payable and Advertiser or Agency shall also pay, as liquidated damages, a sum equal to that which Advertiser or Agency would have been obligated to pay hereunder.
- c. Advertiser or Agency may, effective upon notice to the Station, terminate this Agreement at any time upon material breach by the Station. Upon termination pursuant to this Subsection, the Station shall pay as liquidated damages, a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Advertiser or Agency through the date of such termination; or (ii) One Hundred Dollars (\$100.00).

**3. OMISSION OF BROADCAST AND WEBSITE ADVERTISEMENT.** If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or government order, mechanical or computer breakdown or any other cause beyond the Station's reasonable control, the Station fails to broadcast any or all of the announcement (s) to be broadcast hereunder, or the Station fails to impend any or all of the advertising scheduled on the Station website advertisements to be impended hereunder, the Station shall not be in breach hereof, but Advertiser or Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast and/or impended website advertising schedule is made, a later broadcast and/or website advertisement shall be made at a reasonably satisfactory substitute date and time, and if no such time is available the time charges allocable to the omitted broadcast and/or website advertisement shall be waived; or (ii) if a material part, but not all, of a scheduled broadcast and/or website advertising schedule is omitted, the time charges relating hereto shall be appropriately reduced. The foregoing shall not deprive Advertiser or Agency of benefit.

**4. PREEMPTIONS & CANCELLATION.** The Station shall have the right to cancel any broadcast and/or website advertising schedule or portion thereof covered by this Agreement for any reason including but not limited to in order to broadcast any announcements, and/or in order to promote on the Station website advertisements, announcements, programs or events which, in its sole discretion, the Station deems to be of public interest or significance or for any other reason the Station deems necessary, and Station shall not be in breach hereof. The Station will notify Advertiser or Agency of such cancellation as promptly as reasonably possible. The Station will determine in its sole discretion whether to provide Advertiser or Agency with another broadcast announcement and/or website advertisement at a reasonably satisfactory substitute date and time ("Makegood"). If Station does not provide such Makegood, Advertiser or Agency shall not be invoiced for charges allocable to missed broadcast announcement and/or website advertisement and any such preempted broadcast announcements and/or website advertisements shall not affect the rates, discounts or rights provided under this Agreement.

**5. RATE PROTECTION.** The Station reserves the right at any time(s) to change the rates, discounts, or charges hereunder.

**6. ADVERTISING MATERIALS.** All commercial materials and/or content, all website advertising materials and/or content, and (unless otherwise specified on the accompanying document) all program materials and/or content including talent, disclosures, announcements, and disclaimers, including any Political Ads and Synthetic Content, as those terms are defined below (collectively, all such materials, advertisements, and content shall be referred to as the "Advertising Materials"), shall be furnished by Advertiser or Agency and delivered to the Station at Advertiser's or Agency's sole cost and expense. Advertiser or Agency shall deliver all Advertising Materials no later than twenty-four (24) hours (exclusive of Saturdays, Sundays, and holidays) in advance of broadcast; provided, however, Advertising Materials that required Station-produced elements shall be delivered at least forty-eight (48) hours in advance of such start date. Except with respect to Political Ads (as defined below), all Advertising Materials furnished by Advertiser or Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing advertising policies, program and operating policies and quality standards, and (iii) are subject to the Station's prior approval and continuing right to reject or to cause Advertiser or Agency to edit such Advertising Materials. The Station will not be liable for loss or damage to Advertiser or Agency's Advertising Materials. If Advertiser or Agency requests within thirty (30) days of last broadcast and/or website advertising schedule hereunder, the Station will at Advertiser or Agency expense, return Advertiser or Agency Advertising Materials to Advertiser or Agency. If Advertiser or Agency does not so request, the Station has the right to dispose of Advertiser or Agency Advertising Materials at any time after thirty (30) days following the last broadcast and/or website advertising schedule hereunder.

**7. POLITICAL AND ISSUE ADVERTISING.** All audio and digital political and issue advertisements (collectively, the "Political Ads") must comply with the sponsorship identification requirements of §317 of the Communications Act and §73.1212 of the Federal Election Commission's rules. The Station reserves the right to insert such sponsorship identification into any Political Ads that fail to include the requisite identification even if the insertion of such identification causes a portion of the Political Ads to be deleted. If Political Ads contain synthetic content that inauthentically depicts real or realistic-looking people or events by altering images, videos, or audio content (collectively, the "Synthetic Content"), the Political Ads must disclose the presence of such Synthetic Content in clear and conspicuous language placed in a location where it is likely to be heard by people listening to and/or seen by people watching such Political Ads. The need for such disclosures and the sufficiency thereof shall be determined by the Station in its sole discretion. For a federal candidate to receive the lowest unit charge for the class of time purchased, all advertisements that refer to opposing candidates must contain a statement that is read by the candidate that (i) identifies the candidate and the office the candidate is seeking and (ii) states the candidate approved the broadcast. Any digital Political Ads must clearly state (i) that it is a "paid political advertisement"; (ii) the political affiliation of a candidate for partisan office; (iii) by whom the advertisement was paid; and (iv) by whom the advertisement was authorized. If the advertisement is not authorized by the candidate, his or her authorized political committee, or its agents, the advertisement must clearly state that it is not authorized by any candidate or candidate's committee and must include the name and residence address of the individual responsible for the advertisement. In no event may a political advertisement imply the incumbency of a candidate who is not in fact the incumbent. All political advertisers (candidate and non-candidate) are subject to and must comply with the Federal Communication Commission ("FCC") rules concerning political advertising and the provision of FCC required paperwork. Payment for all issue advertising must be paid cash in advance.

### 8. LEAD GENERATION.

- a. The Station may collect personal information from individuals on its platform(s) and generate leads, including, without limitation, by prompting individuals to provide information that may include the individual's name, email address, phone number, city, zip code, birthday, and gender (such information collectively, the "Lead"). The Station will transmit the Leads to Advertiser or Agency as mutually agreed upon, and Advertiser or Agency agrees to pay the Station for any Leads delivered to Advertiser or Agency in accordance with the BILLING AND PAYMENT terms above.
- b. As between the Station and Advertiser or Agency, the Leads shall be owned by Advertiser subject to the limitations set forth in this Agreement; provided however, Advertiser and Agency hereby grant the Station and its affiliates the perpetual, worldwide, fully paid, royalty-free right and license to use the Leads. Subject to Advertiser's and/or Agency's compliance with this Agreement, the Station grants Advertiser or Agency a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use the Leads solely in accordance with the terms of this Agreement. Advertiser and/or Agency shall only use the Leads (including any underlying personal information) for Advertiser's own lawful business use, and in strict compliance with all applicable laws, rules, regulations, guidelines and principles issued by any governmental entity, and any recognized industry self-regulatory principles and standards relating to data protection, privacy, interest-based advertising, and consumer notice and choice about online marketing applicable in the location

- or region where Leads and personal information are collected, stored, used or processed ("Applicable Laws"), this Agreement and its privacy policy.
- c. Subject to the foregoing license to the Station and its affiliates and except as expressly authorized under this Agreement, neither Advertiser nor Agency shall (or shall permit or assist any third party to) (i) sell, rent, market, lease, loan, license, modify, transfer, provide access to, disclose, assign, reproduce or sublicense the Leads to any third party; (ii) make derivative works of any Leads; (iii) collect, use, or disclose any Leads or personal information in a manner that violates any Applicable Laws; (iv) use the Leads or personal information in connection with the provision or sale of online behavioral or interest-based advertising or the development of individual profiles; (v) aggregate or combine Leads or personal information into databases; (vi) use the Leads or personal information with any other data, including with any social security numbers and other government-issued identifiers, insurance plan numbers, financial account numbers, health information or any other sensitive personal information or data of individuals or households who have opted-out of targeted advertising; (vii) use the Leads or any information obtained from the Leads, in any manner, in whole or in part, as a factor in establishing a consumer's eligibility for credit, insurance, health care, or employment; (viii) attempt to use the Leads, on their own, or in combination with other data or personal information held by or available to Advertiser or Agency to identify any individual person, family, household, employer, institution or organization; or (ix) otherwise use the Leads on behalf of any third party. The Station may, at any time, impose additional restrictions and/or prohibitions on the use of the Leads to the extent such restrictions and/or prohibitions are imposed on the Station by any Applicable Laws.
  - d. If Advertiser or Agency receives any Leads (a) that contain any personal information of individuals or households who have elected to opt-out of tracking, targeting, advertising or other data uses-cases; or (b) where the Station notifies Advertiser or Agency that all or a portion of such Leads consist of individuals or households who have elected to opt-out of tracking, targeting, advertising or other data uses-cases, Advertiser and/or Agency shall disassociate, and not otherwise engage in, any such opted-out tracking, targeting, advertising or other data uses-cases of such individuals or households.
  - e. Advertiser or Agency is solely responsible for maintaining the integrity of the Leads and personal information after delivery and for any Advertiser or Agency applications, software or systems that store, use, or process the Leads and personal information. The Station shall in no event be responsible or liable for any impact to the integrity or accuracy of the Leads and/or personal information, or any data or information derived therefrom, that results from any of Advertiser's or Agency's applications, software, or systems.
  - f. Advertiser and/or Agency shall implement and maintain appropriate administrative, physical, and technical safeguards ("Safeguards") that prevent any unauthorized collection, use or disclosure of, or access to the Leads and any personal information, and that meet or exceed best industry practice. Such Safeguards must include, at a minimum: (a) adequate physical and technical security of any systems on which the Leads and personal information are processed, maintained and/or stored; (b) commercially reasonable precautions taken with respect to the employment of and access given to Advertiser and Agency employees and personnel who have access to the Leads and personal information; and (c) an appropriate information security program consistent with the requirements under Applicable Laws and this Agreement.
  - g. The Station may, immediately without prior notice, suspend or discontinue generating or providing Leads to Advertiser and/or Agency (i) as the Station deems necessary to comply with any Applicable Laws or if a change in any Applicable Law precludes provision of the Leads or personal information; (ii) as the Station deems necessary to avoid or prevent the violation of any privacy right or other third party right; (iii) in the event the Station determines that Advertiser or Agency has breached its obligations under this Agreement, or has wrongfully used the Leads or personal information; or (iv) in the event the Station determines Advertiser's or Agency's access to or use of any Leads or personal information may subject or expose the Station to any liability.

**9. INDEMNIFICATION.** Advertiser is solely responsible for the Advertising Materials, including all political or issue advertisements. Advertiser represents and warrants that it has all necessary rights to or incorporated in the Advertising Materials including but not limited to all broadcast, analog, digital, performance synchronization or syndication rights and in no way or any nature whatsoever is Advertiser relying on any rights of Station or its affiliates to any intellectual property or use rights. Advertiser will indemnify and hold harmless the Station, its parents, subsidiaries, and affiliates, and their respective officers, directors, employees, and agents ("Station Indemnitees") from and against all claims, demands, debts, obligations, injuries to person, damages to property, or charges including reasonable attorneys' fees and disbursements (collectively, the "Claims") which arise out of or result from: (i) the Station's use, broadcast, contemplated broadcast, simulcast, Internet streaming, website posting, and/or any other running or display of any Advertising Materials; (ii) any content or materials furnished by the Station at the request of Advertiser, Agency, or Service used or incorporated into the Advertising Materials; (iii) any failure of Advertiser, Agency, or Service to comply with its obligations described in this Agreement or any Applicable Laws; (iv) the use by Advertiser, Agency, or Service of the Leads; (v) defamation, unlawful competition or trade practice, infringement of intellectual property or other property or personal rights (including but not limited to public performance rights with respect to music, spoken word or any other copyrightable material embodied in Advertiser Materials); (vi) any breach or violation of any sort of the Advertiser, Agency, or Service of their representations and warranties described in this Agreement; and/or (vii) the products, services, operations, data, representations or warranties relating to, directly or indirectly, any Advertising Materials or to the businesses, services, operations, or prizes of the Advertiser, Agency or Service. The Station shall properly notify and cooperate with the indemnitor with respect to any claim. The provisions of this Section shall survive the termination or expiration of this Agreement.

**10. ADDITIONAL INDEMNIFICATION & INSURANCE FOR ON-SITE EVENTS.** If the Station shall be on site for an event ("Event") at a venue owned or operated by the Advertiser ("Venue"), this Section shall also apply to this Agreement:

- a. Advertiser agrees to indemnify and hold harmless Station Indemnitees from and against all Claims that may be asserted against the Station Indemnitees that may arise resulting directly or indirectly from any negligent act or omission of Advertiser or any contractors, staff, agents, or employees of the Advertiser in connection with the Event at the Venue or from their breach of this Section.
- b. Advertiser shall maintain and pay all premium costs for the following insurance coverage that shall be applicable to and effective through the date of the Event: General Liability Insurance: \$1,000,000 each occurrence, \$2,000,000 aggregate; Liquor Liability Insurance: \$1,000,000 each occurrence (if alcoholic beverage will be served at the Event and the jurisdiction where the Event takes place recognizes dram shop liability); Workers' Compensation: \$100,000 per accident / \$500,000 per policy / \$100,000 per employee; and, Excess Umbrella coverage: \$1,000,000 per occurrence, \$2,000,000 aggregate. At least five (5) days before the Events begin, Advertiser shall provide Station with a Certificate of Insurance displaying the following as an Additional Insured (excluding the Workers' Compensation insurance): **Urban One, Inc., its subsidiaries and affiliates, and their respective officers, directors, employees, agents, and representatives.**

**11. GENERAL.**

- a. The Station will broadcast the announcements, and impend the website advertisements, and programs covered by this Agreement on the dates at the approximate hourly times provided on the accompanying document. Station may also, at its sole discretion, broadcast the announcements and/or impend the website advertisements hereunder on its associate FM and AM transmitter and the Internet.
- b. If this Agreement is with a recognized advertising agency, a commission not to exceed 15% will be allowed on all time charges unless otherwise provided on the accompanying document and provided that the Station's bills are paid when due. Nothing herein contained relating to the payment of billings by Advertiser or Agency shall be construed as to relieve Advertiser or Agency of or diminish Advertiser or Agency's liability for breach of its obligations hereunder. If this Agreement is with a Service, all references herein to Agency shall apply to the media buying service.
- c. Neither the Advertiser nor Agency shall assign this Agreement except Agency may assign to another agency which succeeds its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may upon notice to the Station change its agency and only the successor agency shall be entitled to commissions if any, on billings for broadcasts and/or website advertisements thereafter. The Station is not required to broadcast or impend website advertising hereunder for the benefit of any person other than Advertiser, or for a product or service other than named on the accompanying document.
- d. Neither party will disclose to any person or entity, directly or indirectly, without the prior approval of the other party (i) the terms of this Agreement, or (ii) any other non-public information relating to the other party obtained by virtue of this Agreement or the transactions contemplated by this Agreement, except on a confidential basis to its business, legal and financial advisors or as is required to be disclosed under applicable law or by legal process.
- e. The Station does not discriminate in the sale of advertising time and will accept no advertising which is placed with an intent to discriminate based on race or ethnicity. Advertiser hereby certifies that it is not buying broadcasting airtime under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.
- f. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- g. THE STATION AND ITS PARENT AND/OR SUBSIDIARIES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, NATURE, OR DESCRIPTION, EXPRESS OR IMPLIED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE STATION OR ITS REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.
- h. This Agreement contains the entire understanding between the parties, cannot be modified or terminated orally, and shall be construed in accordance with the laws of the jurisdiction in which the Station is located by the state and federal courts in the city and/or county where the Station is located. When there is any inconsistency between these standard conditions and a specific provision on the accompanying document, the specific provision shall govern. Digital and social components of any campaign shall be governed by the IAB Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for PREEMPTIONS & CANCELLATION notices) shall be in writing given only by prepaid overnight delivery or mail, addressed to the other party at the address on the accompanying document, and shall be deemed given on the date of dispatch. In the event any notice hereunder is given via email, such notice shall only be valid if receipt is affirmatively confirmed by the recipient.