KXLA PROGRAMMING AGREEMENT

2323 Corinth Ave., Los Angeles, CA 90064
p: 310.481.1492 f: 310.479.4463

New, Revise, Cancel, or Continuation

Page: 1 OF 1

Contract Status

Date Written:

Contract #

Programmer SHEPERD'S CHAPEL

Sales Notes:

Address:

Contact

Account Exec

Line	Code	Start Date	End Date	Mon	Tue	Wed	Thr	Fri	Sat	Sun	Start Time	End Time	Rate Per Spot	Length of Spot	Total Spots	Total Money $$$$$$
																$
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -

Action Codes: N = New Line R = Revise Line E = End-Date Line A = Add a Line C = Cancel Line
(No Code = No Action Necessary

Notes For Office Use Only

Gross Totals	**$ -**
Commission	
Net Totals	**$ -**

All paid programming contracts are to be paid twenty five (25) business days in advance of scheduled telecasts. All rates agreed to by Programmer and KVMD not at the published rate card are subject to pre-emption. Upon any failure of KVMD to receive any such payments or other breach of this contract by Programmer, KVMD may, at its election, and in addition to any other remedies it may have hereunder or at law, (1) withhold broadcasting the program; and/or 2) immediately terminate this contract. In either event, Programmer shall remain liable for the full contract value. Programmer agrees to pay any and all collection fees, including, but not limited to, court costs and attorney's fees. Programmer represents and warrants that it has full right, power and authority to broadcast all material, talent, announcements or other contents of its programming broadcast under this Agreement. All programming and advertising content is subject to prior approval by KVMD. Although KVMD will make an effort to accommodate changes, it is agreed to herein that KVMD is not bound to effect copy/tape changes without receiving three (3) business day's notice. Programmer agrees that KVMD shall have the exclusive rights to broadcast Programmer's programs or announcements during the term of the contract. KVMD may preempt all or any portion of the programming for any reason in its sole discretion. If for any reason KVMD fails to broadcast Programmer's programs or announcements, Programmer may elect to accept "make goods" or credit to his/her account. Programmer shall have no other claim against KVMD for broadcast failures regardless of cause. The financial terms of this agreement shall remain confidential and Programmer shall not disclose to any third party. Programmer shall indemnify hold KVMD harmless against any, and all, liability for: (i) slander, (ii) libel, (iii) unfair competition, (iv) unfair trade practices, (v) false advertising, (vi) infringement of trademark, tradenames, or copyrights resulting from Programmer's broadcasts, (vii) any Federal Communications Commission fines; (viii) breach of any representations, warranties or covenants of Programmer herein; and/or (ix) litigation brought to enforce the right of any third party, that arises out of or in connection with the broadcast or preparation of any material, talent, announcements, or other contents of Programmer's program or announcements. Programmer acknowledges and agrees that KVMD shall retain up to 90 seconds per half hour for the exclusive use of KVMD. Programmer further agrees to observe and abide by KVMD's Commercial Program Policy in the preparation, writing, and broadcast of its programs or announcements. A copy of such Commercial Program Policy shall be provided to Programmer upon request. Unless otherwise provided herein, this Agreement may be terminated by either party upon one (2) week prior written notice to the other party. If Programmer so terminates, Programmer will pay KVMD all amounts accrued and outstanding through the termination date. This contract shall not be binding until signed by both parties and only amended in writing signed by both parties. Programmer is responsible for any charges incurred in connection with the negotiation and execution of this contract. Programmer represents it has had the opportunity to consult with its legal counsel on the terms and conditions set forth herein and hereyb agrees to all provisions upon advice of counsel and agrees no provision has been forced upon it or challenged as unenforcable. Programmer shall not assign, sub-broker or otherwise transfer this contract or all or any portion of Programmer's rights to broadcast programs or announcements under this contract. This contract shall be construed, interpreted, and enforced in accordance with the laws of the State of California, without regard to conflicts of laws principles. Any action brought to enforce this contract shall be filed in the Los Angeles County Superior Court, Central Division. EACH PARTY HEREBY EXPRESSLY WAIVES TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT TO THIS CONTRACT.

Approved by Client **Date**

Approved by Station **Date**