

MAGNUM.MEDIA TERMS & CONDITIONS

(Magnum Broadcasting, Inc., Magnum Communications, Inc. and Magnum Radio, Inc. also known as Magnum.Media)

The Advertiser or Agency buying advertising by this agreement, and the Station(s) accepting agreement, agree that they will be governed by these conditions:

1. (a) If Station(s) is billing Advertiser directly, Station(s) will invoice Advertiser monthly. Invoices will be according to the Station(s) logs and records.
(b) Advertiser agrees to pay Station(s) by the 10th of each month for commercials broadcast in the previous month. Past due amounts will be charged one and one-half percent (eighteen percent (18%) per year) on the unpaid balance. The Advertiser will pay all costs of collecting past due amounts, including a reasonable attorney fee.
2. (a) Prompt payment is the essence of all agreements. The Station(s) may cancel an agreement immediately, without notice, if payment is not made by the 10th. Advertiser is then liable for paying the balance due determined by the short rate of commercials actually broadcast.
(b) Station(s) may cancel this agreement immediately, without notice, if it believes that continuing the Advertiser's commercials will violate the rules, regulations, or policies of the Federal Communications Commission or other Federal, State, or Municipal authorities. Advertiser is then liable for paying balance due for commercials actually broadcast at the rate set forth herein.
(c) Either party may cancel this agreement by giving the other party a sixty (60) day written notice. If Advertiser cancels it shall be liable to pay a rate adjustment based upon the actual number of commercials used. If Station(s) cancels the rate will not be adjusted.
(d) No refunds will be given or cancellations allowed with cash-in-advance orders.
3. (a) Advertiser agrees to pay for rescheduled commercials pre-empted by programs that Station(s) believes to be in the public interest.
(b) Advertiser agrees to pay for rescheduled commercials pre-empted by force majeure, acts of God, labor disputes or equipment failure.
(c) Advertiser agrees to pay for agreed upon commercials regardless of programming changes the Station(s) may make from time to time at its sole discretion.
(d) Advertiser agrees that payment is not contingent upon reimbursement from co-op or vendor programs to which Advertiser may be a party or participant.
4. (a) This agreement for commercials includes the services of the technical staff and regular at-studio announcer(s). This agreement does not include additional charges for on-site and/or specialty announcer(s). This agreement does not include payment for courier services, electronic or otherwise, to deliver audio or video creative materials to the Station(s).
(b) Station(s) may cancel the broadcast of commercials if it does not receive program material forty-eight (48) hours prior to the scheduled broadcast time.
(c) All property and proprietary rights are retained by the party preparing program material. Therefore, any and all commercials produced by Station(s) are for broadcast exclusively on a Magnum.Media Station(s), unless mutually agreed by all parties.
(d) Station(s) approval prior to broadcast is necessary for all material prepared by the Advertiser.
5. Advertiser shall hold Station(s) harmless against all liability for slander, libel, illegal competition or trade practice, infringement of trademarks, trade names or proper titles, violation of rights of privacy and infringement of copyrights and proprietary rights resulting from the broadcast of agreed upon commercials or programs.
6. (a) Station(s) exercises normal precautions but assumes no liability for loss or damage to program material or other property furnished by the Advertiser.
(b) This agreement may not be assigned or transferred without written consent of the Station(s). Station(s) is not required to broadcast for the benefit of any Advertiser or product other than the one named in this agreement.
(c) Where there is a conflict between provisions of this agreement and any material statute, law, ordinance, or government regulation the latter applies only to the extent necessary to bring agreement within legal requirements. All agreements executed in Wisconsin shall be governed and interpreted by the laws of the State of Wisconsin.
(d) Where there is a conflict between the provisions of this agreement and the business provisions (i.e., billing practices, timing of payments, etc.) of any agreement between the Advertiser and any Agency selling advertising on behalf of the Station(s), the latter provisions will apply; provided that all provisions herein concerned with Station(s) policies shall govern.
7. Advertiser hereby waives all right to raise the defense of sovereign immunity in response to Station(s)'s actions to enforce this agreement. Further, Advertiser and Station(s) consent to the jurisdiction and venue of the Courts of the State of Wisconsin for the resolution of any disputes in regard to rights, duties and obligations of all parties under this agreement.
8. Advertiser acknowledges that this agreement is the entire and complete agreement between the Advertiser and the Station(s). There are no expressed or implied agreements relating to commercials except that which is specified in this agreement. These items and provisions are effective unless changed by written statement and signed by both parties.
9. This agreement is binding upon the Station(s) and Advertiser and their heirs, successors and assigns, whether Advertiser purchases directly from Station(s) or through an Agency.
10. Magnum.Media does not discriminate on the basis of race, religion, gender or ethnicity respecting all advertising practices. Advertiser certifies that it is not buying broadcasting air time or any other form of advertising from Magnum.Media for a discriminatory purpose.
11. This agreement is not binding until accepted by Magnum.Media management.

By signing this advertising agreement, Advertiser acknowledges that he or she has read and understands the terms & conditions.