

# CONTRACT



**Leighton Broadcasting**  
 619 W St. Germain Street  
 St. Cloud, MN 56301  
 (320) 251-1450

<u>Contract / Revision</u> 236035 /		<u>Alt Order #</u>
<u>Advertiser</u> MCCL		<u>Original Date / Revision</u> 05/16/24 / 05/16/24
<u>Contract Dates</u> 05/17/24 - 05/18/24	<u>Estimate #</u>	
<u>Product</u> St. Cloud Radio		
<u>Billing Cycle</u> EOM/EOC	<u>Billing Calendar</u> Calendar	<u>Cash/Trade</u> Cash
<u>Property</u> KCLD-FM	<u>Account Executive</u> St Cloud Political	<u>Sales Office</u> St. Cloud
<u>Special Handling</u>		
<u>Demographic</u> Households		
<u>Agency Ref</u>	<u>Advertiser Ref</u>	<u>Product 1/2</u>

And:

**MCCL**  
 4249 Nicollet Ave.  
 Minneapolis, MN 55409

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
N 1	KCLD	05/17/24	05/18/24	6:00 AM-7:00 PM	6:00 AM-7:00 PM		1:00			NM	12	\$1,380.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	05/13/24	05/19/24	----66-				12	\$115.00			
<b>Totals</b>											12	\$1,380.00

Time Period	# of Spots	Gross Amount	Net Amount
05/01/24 - 05/18/24	12	\$1,380.00	\$1,380.00
<b>Totals</b>	12	\$1,380.00	\$1,380.00

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

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

This station does not discriminate in the sale of advertising time, and will not accept advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby certifies that it is not buying broadcasting air time under this advertising sales contract with a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, national origin, or ancestry of the stations' audience. 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 specified.

### Conditions

The advertiser (Hereinafter ADVERTISER) ordering the time for the programs or announcements provided for in this contract and such talent is specified herein, and the station owner (hereinafter STATION) accepting this contract, hereby agree that this contract shall be governed, by the following conditions:

1. STATION will bill advertiser at monthly intervals, and ADVERTISER agrees to pay each bill in full, at the office of STATION or of its authorized representative, on or before the tenth day of the month following that in which the broadcasting is done unless otherwise stipulated on the face of the contract. Upon request of ADVERTISER, affidavits of performance will be furnished by STATION, but the furnishing of such affidavits shall not serve as a condition precedent to the payment of the time of any payment of any bill rendered hereunder. A late payment charge of one and one half percent (1.5%) per month will be charged on all periodic charges which are not paid within 30 days after due. Any failure to impose a late payment charge shall not prejudice STATION'S right to do so should the default continue or should a subsequent payment not be made when due. ADVERTISER further agrees to reimburse STATION for all collection costs and expenses, including reasonable attorney's fees incurred in the collection of late payments.
2. This agreement is subject to the terms of licenses held by STATION and to all federal, state, and municipal laws and regulations now in force or herein enacted including the rules, regulations, decisions, orders, and policies of the Federal Communications Commission. In the event of litigation both parties agree that the venue will be Stearns County Minnesota.
3. All programs or announcements to be broadcast are subject to the prior approval of STATION, and STATION without restriction or liability, reserves the right (a) to refuse to broadcast any program or announcement which STATION, in its sole discretion; determines to be unsatisfactory or unsuitable or contrary to the public interest, and (b) to substitute for any program or announcement to be broadcast hereunder any matter which, in the sole judgment of STATION, is of greater local or national importance.
4. In the event that, for any reason, STATION is unable to broadcast any of the programs for announcements at any stipulated time, STATION may make the broadcasts at subsequent times, in the same or comparable classes of air time, without liability to ADVERTISER.
5. This station does not discriminate in the sale of advertising time, and will not accept advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby certifies that it is not buying broadcasting air time under this advertising sales contract with a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, national origin, or ancestry of the stations' audience. 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 specified.
6. This agreement does not obligate STATION to broadcast the programs or announcements provided herein, or any phonograph records or other matter or material, in any matter not consistent with established policies and practices of STATION.
7. Such information, materials, or talent as are to be provided by ADVERTISER for the payment of the programs of announcements provided for herein are to be furnished to STATION not less than 48 hours in advance of the scheduled broadcast times. Should ADVERTISER fail to meet this requirement or otherwise fail to make use of the time contracted for herein, STATION reverses the right to substitute any other program or announcement, at the expense of ADVERTISER if STATION is not otherwise compensated, and ADVERTISER will remain liable for the full amount of the sum contracted herein.
8. STATION may not be required by ADVERTISER to make broadcast regarding any product or service other than that which is specified herein.
9. This agreement is not exclusive as to the business, products, or services of the ADVERTISER, and STATION remains free to solicit and to broadcast programs or announcements of other advertisers whether or not they are in competition with the business, products, or services of ADVERTISER.
10. This agreement may be cancelled by one party upon notice by telegram or by registered mail received by the other party not less than two weeks in advance of the cancellation date.
11. For violation of any of the conditions herein, or for failure of ADVERTISER to pay any sum when due, STATION may terminate any and all rights of ADVERTISER hereunder, and may, without liability, refuse to permit ADVERTISER to make use of STATION in the future, but such termination shall not in any way release ADVERTISER from its obligation to pay in full the amount due for programs or announcements broadcast pursuant to this contract. STATION will apprise ADVERTISER of the reason for such termination.
12. STATION will exercise normal precautions in the receipt and handling of any program material or other property furnished by ADVERTISER for the purpose of the programs or announcements provided for herein, but shall not be liable for loss of or damage thereto.
13. ADVERTISER will hold and save STATION harmless against any and all liability for any violation of law or regulation or for any injury to or violation of the rights of any person resulting from the broadcasting of any matter furnished by ADVERTISER, or the use of any talent provided by ADVERTISER, for the purposes of the programs or announcements provided for herein. STATION will hold and save ADVERTISER harmless against any and all similar liability for the broadcasting of any matter, or the use of any talent, which was not provided by ADVERTISER.
14. Failure of STATION to enforce any provision of this agreement in any one instance shall not be construed as a general relinquishment or waiver on its part of any of its rights under this agreement. Any litigated question regarding the legality, enforceability, or validity of any section or part hereof shall not affect any other section, and if any section or part hereof ultimately determined illegal, invalid, unconstitutional or unenforceable, that section or part shall be severed from this agreement and the balance of the agreement shall thereafter remain in full force and affect for the remainder of the term.
15. This agreement, and the rights and obligations hereunder may not be assigned or transferred by either party without the consent of the other.
16. This contract contains each and all the understandings and agreements between the parties with respect to the programs or announcements to be broadcast hereunder.
17. It is further agreed and understood that if this contract is executed by an advertising agency or its representative, both the agency and its client shall be jointly and severally liable for performance of this contract.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_