

WNJE-AM CUSTOMIZED PROGRAMMING CONTRACT

Agreement made this 20th day of September, 2023 by and between Townsquare Media, LLC, dba WNJE-AM, Trenton, NJ (“Station”) and The Empowerment Hour (“Customized Programmer”)

WITNESSETH

1) In consideration of the **Weekly Net Sum of \$200.00**, Station agrees to sell, and Customized Programmer agrees to buy, that certain segment of available air- time on the Station as follows, **(DAYS), Tuesday (TIME) 5pm. Payment for each week of Programmer’s program(s) shall be due to Station no later than by close of business on the Thursday of the week prior to the schedule broadcast of such program(s).** The Station reserves the right to change program times. All sales are subject to the terms and conditions set forth below.

2.) The Station has absolute discretion to refuse to broadcast all or any part of any program content and/or commercial matter. Customized Programmer’s program will consist of the program titled The Empowerment Hour

The host of the Customized Programmer’s program will be John Harmon

To insure quality control, no person(s) other than the forenamed host, will be “on-air” during Customized Programmer’s program without prior approval of STATION at least **48 hours** prior to the intended broadcast (**Thursday for weekend program**). If requested, Customized Programmer will deliver to the Station any pre-recorded **complete, ready to air** programs or commercials for Station’s clearance at least **48 hours** prior to the intended broadcast (**Thursday for weekend program**). Customized Programmer will provide for attachment to the Station’s logs a list of all commercial announcements for its program(s), if it has a contract to air commercials during the program.

3.) STATION reserves the right to preempt programs. In the event of preemption, Customized Programmer has the option only to take a credit or reschedule a program (date and time to be determined by STATION). In addition, Station reserves the right to broadcast network news, traffic reports and/or station commercial matter contained in the network news broadcast, traffic reports and commercial material according to the attached “clock” within the program (see addendum A). Customized Programmer is to be responsible for providing all programs contracted for and is liable financially for the entire time period contracted, even in the event that the Customized Programmer does not provide a program. If Customized Programmer fails to provide a program, then Station will be permitted to broadcast any program it selects without relieving Customized Programmer of its payment obligations.

4.) Customized Programmer agrees to broadcast an announcement in form satisfactory to STATION at the beginning, middle and the conclusion of each program to clearly indicate that Customized Programmer has purchased the airtime.

5.) Customized Programmer agrees not to sell any commercial or program time to any agents or person(s) supporting or otherwise endorsing a candidate for political office without prior approval of STATION.

6.) It is understood and agreed that Customized Programmer will not receive any consideration in money, goods, services, or otherwise directly or indirectly (including relatives) from any person or company for the playing of records. Customized Programmer understands that violation of this provision is "Payola" and constitutes a federal crime. It is further understood and agreed that no commercial message shall be announced or "plugged" over the Station for any business venture, profit making activity or other interest (other than non-commercial announcements for bona fide charities, church activities, or other public service activities) without Customized Programmer's receipt of prior approval from the management of Station and said broadcast being announced as sponsored.

Every six (6) months the Customized Programmer agrees to execute appropriate affidavits prepared by Station concerning "Payola" and "Plugola" prepared by STATION, to effectuate the purpose of paragraph 6 relating to "Payola" and "Plugola". In addition to other provisions for termination of this agreement, Customized Programmer's failure to supply the above affidavits will entitle STATION to terminate this agreement immediately and without notice. Customized Programmer will also deliver to the Station every six (6) months affidavits signed by all of its on-air personnel (if different from Customized Programmer) concerning "Payola" and "Plugola" and a list of program "sponsors".

7.) NO lottery will be presented over the Station. Any game, contest or promotion to be presented over the Station will be fully stated and explained in advance to the management of the Station. Station reserves the right in its sole discretion to reject any game, contest or promotion that in its sole judgement it believes could be construed to be a lottery under applicable federal or state laws or does not comply with the rules and policies of the Federal Trade Commission or Federal Communications Commission or state laws controlling contests and promotions.

8.) Customized Programmer will hold STATION harmless and indemnify STATION and its officers, directors, employees and subsidiaries for any damages and judgments, including but not limited to Attorney's fees and filing costs arising out of the programming and advertising provided to STATION by Customized Programmer, or any other events arising from performance of this contract by Customized Programmer.

9) It is understood and agreed that in accordance with Station's responsibility under the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission, the Station reserves the right to reject or terminate any advertising and programming proposed to be presented or being presented over the Station that conflicts with the Station's policies regarding content or that in STATION's sole judgment would not serve the public interest. The Station has absolute discretion to refuse to broadcast all or any part of any program content and/or commercial matter.

10.) Any default of Customized Programmer under this agreement including, without limitation, paragraphs 6, 7, 9, 11, 13, 14, and 15, will entitle STATION to immediately terminate this agreement and retain as partial damages all monies theretofore paid STATION by Customized Programmer. Station's retention of monies as partial damages will not be, or be construed to be, a limitation on any other legal or equitable remedies it may have.

11.) The initial term of this agreement shall be **52 weeks, commencing January 5th 2024** (the "Effective Date"); provided, however, that (a) Programmer may terminate this Agreement

for convenience at any time with thirty (30) days' prior written notice to STATION; (b) STATION may terminate this Agreement for convenience at any time with one (1) day's prior written notice to Programmer; and (c) STATION may terminate this Agreement at any time and without notice pursuant to any article in this agreement or if, in its opinion or that of its counsel this agreement or any portion thereof is, or may be, in violation of state or federal law or the rules, regulations, policies and/or decisions of the Federal Communications Commission, or its Customized Programmer's programming is deemed by STATION to likely place the Station's license in jeopardy at the FCC. Payment terms for any renewal term are identical to the original payment terms.

12) STATION may assign this contract/agreement to any entity that, directly or indirectly controls, is controlled by, or is under common control with, Townsquare Media, LLC. or any entity that acquires the Station.

13.) Customized Programmer will ensure that the program meets technical and quality standards equal to those of programming broadcasts by commercial radio stations in the United States. If Station in the reasonable exercise of its discretion finds that program does not meet these standards, it shall advise Customized Programmer in writing of the specific technical deficiencies and, if such technical deficiencies have not been corrected within five (5) business days, Station may reject such program until such time as the technical deficiency is corrected.

14.) STATION agrees to provide the WNJE-AM-FM studio to Customized Programmer for use during the assigned show hour. Customized Programmer may use microphones and headphones as supplied by STATION. Any damage to the WNJE-AM equipment shall be the sole responsibility of Customized Programmer. Customized Programmer agrees to comply with the following station policies and acknowledges that failure to comply may, in the discretion of STATION management, result in the cancellation of Customized Programmer's program and contract without notice:

- a. STATION reserves the right to limit persons in the station to programmers and guest(s) appearing "on air" only.
- b. The Station's legal ID must be mentioned or played at the top of each program and hour.
- c. No Customized Programmer is allowed to sublet or resell broadcast time in whole or in part to another individual, organization, company who then operates the time as her/his own.
- d. STATION prohibits the use of profanity or any material which might be considered obscene.
- e. STATION does not permit smoking, eating, or drinking in any of the studios.
- f. STATION prohibits the use of alcohol consumption on the premises.
- g. STATION reserves the right to deny/restrict entry to our studios if an individual is deemed to be under the influence of alcohol and or drugs of any kind. (Employees, programmers, guests, or visitors)
- h. STATION does not supply music.
- i. On weekdays during business hours, enter the STATION via the front door and leave via the front or side doors. On weekends and outside of business hours on weekdays, enter and leave the STATION via the side door.

15.) Customized Programmer agrees to adhere and to cause its agents and representatives to adhere, to the following PROGRAM/PROGRAMMER conditions and etiquette while broadcasting on STATION:

Customized Programmer agrees that Customized Programmer and its agents and representatives:

- a. will not directly or indirectly discuss other programs or programmers (allude, hint, imply, insinuate, reference or suggest);
- b. will arrive at least 15 minutes prior to the start of the broadcast; or will call the studio at least 15 minutes prior to the start of a remote broadcast;
- c. agree to review in-studio and on-air etiquette with guests prior to interviews;
- d. will screen all listener calls;
- e. will screen all broadcast materials before it is played; (Do Not Assume It's Okay!)
- f. agree to work with the Board Operators to broadcast a quality program;
- g. agree to follow programming cues and guidance from the Board Operators;
- h. agree to clean up after yourself (papers, etc.) and exit the on air studio immediately following the broadcast of my program;
- i. agree not to mention other Radio or TV stations during Customized Programmer's broadcast;
- j. will not broadcast any libelous, slanderous, or disparaging comments about anyone, including but not limited to: broadcast media (including cable, radio and TV), programmers, station employees, station management or the radio station operator!
- k. will not enter the on air studio while another programmer is broadcasting;
- l. will allow the programmer whose programming airs prior to Customized Programmer's program to complete her/his broadcast before entering the on air studio;
- m. agree to always conduct Customized Programmer's program in a civil manner even when there are multiple on air studio guests or participants;
- n. agree to arrive prepared to broadcast an entertaining and informative program that serves the needs of the listening community.
- o. Will not solicit on-air for "donations" or "monetary support" of any kind for your Customized Program.

STATION reserves, in its discretion, the right to cancel this agreement immediately and without notice if programmer/program or its representatives or agents violates any of the above Radio Etiquette Terms and Conditions.

16.) STATION will provide Customized Programmer with promotional air-time on STATION to promote Customized programmer's program. Subject to time availability, STATION will make every effort to provide for Customized Programmer's program a minimum of twenty (20) promotional announcements per week to run 12 Midnight – 12 Midnight during the term of Customized Programmer's contract. Promotional announcements will be at least :15 seconds in length and will be broadcast at the discretion of STATION as part of that day's "customized program promo".

17) Notice shall be addressed as follows:

To Customized Programmer:

Name: John Harmon

Business Name: African American Chamber of Commerce

Address: 110 West State Street Trenton, NJ 08608

Phone: (609) 571-1620

E-mail: jharmon@aaccnj.com

To Station: Townsquare Media, LLC
WNJE-AM
109 Walters Ave
Ewing, NJ 08638
Attention: General Manager
Phone: 609-359-5359

18) This agreement may not be changed, altered, or modified except in writing and by agreement of both parties. **The only Persons authorized to alter the terms of this agreement on behalf of Townsquare Media, LLC- WNJE-AM are the General Manager or an officer of Townsquare Media, LLC**

19.) This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to its subject matter. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. This Agreement shall be deemed to supersede the agreement between Programmer and STATION dated January 3rd 2022 (the "Old Agreement"). The Old Agreement shall be terminated as of the Effective Date hereof except that the parties to the Old Agreement shall fulfill their respective obligations with respect to each such party's performance under the Old Agreement prior to the Effective Date hereof.

For: Townsquare Media, LLC
WNJE-AM



Signature

Print Name

Date

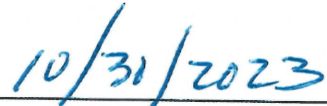
For: Customized Programmer



Signature



Print Name



Date