

# Contract



Contract #: CON-KAN-JM-2575

PO/Estimate #: 13066

Product: Rate/Volume Agreement

Type: Cash

Flight: 03-18-2024 - 03-25-2024

Advertiser: Media Financial Services

03-14-2024

KCZZ - Cmte to Keep Chiefs and Royals in Jacks 3/19-3/25 EST 13066 ISSUE

## KCZZ

Jorge Moreno  
 (913) 287-1480  
 1701 S 55th St  
 Kansas City KS  
 US 66106  
 jmoreno@reyesmediagroup.com

## Media Financial Services

1655 Palm Beach Lakes Blvd  
 West Palm Beach FL  
 US 33401  
 (561) 227-0601

Description	Run Dates	Cost	E End-of-Schedule		Spots							
Custom package / #1	03-18-2024 to 03-25-2024	Based on Rate & Volume			58							
<b>Media Outlet: KCZZ</b>												
W/C 03-18-2024				Mon	Tue	Wed	Thu	Fri	Sat	Sun		
Daypart	Type	Length	Rate	03/18	03/19	03/20	03/21	03/22	03/23	03/24	Units	Cost
06:00am - 07:00pm	Spot	60sec	\$30.00	0	10	10	10	10	0	0	40	\$1,200.00
06:00am - 07:00pm	Spot	60sec	\$25.00	0	0	0	0	0	4	4	8	\$200.00
<b>Total per station</b>											48	\$1,400.00
<b>Week total</b>											48	\$1,400.00
W/C 03-25-2024				Mon	Tue	Wed	Thu	Fri	Sat	Sun		
Daypart	Type	Length	Rate	03/25	03/26	03/27	03/28	03/29	03/30	03/31	Units	Cost
06:00am - 07:00pm	Spot	60sec	\$30.00	10	0	0	0	0	0	0	10	\$300.00
<b>Total per station</b>											10	\$300.00
<b>Week total</b>											10	\$300.00

<b>Total Spots</b>	<b>58</b>
<b>Total</b>	<b>\$1,700.00</b>
<b>- Agency Commission (15%)</b>	<b>\$255.00</b>
<b>Total NET</b>	<b>\$1,445.00</b>

Amounts quoted are in USD

Projected Billing (USD)	
March, 2024	\$1,445.00

## Authority to Proceed

### **ADDITIONAL TERMS AND CONDITIONS**

**Payment:** The Advertiser shall pay the fee agreed in this Contract, on time, without compensation, and notwithstanding any dispute related to the Advertisement or any claim the Advertiser may allegedly have against Seller. Payment shall be made in full upon receipt of Seller's invoice. Advertiser agrees to pay charge of 1 1/2% per month up to a maximum of 18% per year on all accounts over 30 days past due. The Advertiser understands and agrees that any security deposit, if any, shall be imputed to the last monthly payment or payments to be made according to this Contract. The advertiser agrees that no cash refund will be issued. The Advertiser agrees to pay \$35 fee for any returned check.

**Early Termination:** Seller may, at Seller's sole discretion terminate the Contract and refuse to broadcast the Advertisement upon the following events of default by Advertiser: (i) upon notice to the Advertiser from Seller if the Advertiser is in default of paying any amount owed to Seller

pursuant to this Contract or to any other agreement entered into with Seller; (ii) upon notice to the Advertiser from Seller upon the occurrence of the Advertiser's insolvency, dissolution, bankruptcy, assignment for the benefit of creditors or admission of its inability to pay its debts as they become due. In either events of default, the Advertiser will lose the benefits of this Contract and all sums owed to Seller will immediately become due and payable. In the event it becomes necessary to turn this account over for collection, Advertiser agrees to pay all costs of collection including but not limited to court costs and Seller's reasonable attorney's fees to the extent permitted by law. Advertiser shall not terminate this Contract without at least 14 days written notice to Seller, and Seller's prior written consent.

**Advertiser's responsibility for Advertisement:** The Advertiser warrants that it is authorized to broadcast the Advertisement, and guarantees that the Advertisement does not violate any City, State or Federal law, and that it holds all permits or licenses which may be necessary to publish the Advertisement in the heading and territory requested. The Advertiser furthermore guarantees that it holds all the rights to use the trade marks or commercial names included in the Advertisement and that this use does not contravene any provision of any law or statute, including but not limited

to any trademark law, copyright law and any other law or statute relating to intellectual property. The Advertiser agrees to indemnify and hold Seller harmless, including reasonable attorney's fees, from and against any and all liabilities, damages, award, settlements, losses, claims and expenses, including reasonable attorney fees and costs of investigation arising from growing out of, or in any way connected to (1) any claim by a third party relating to the Advertisement, including infringement of any third party's intellectual property rights; (2) claims for misleading advertising and claims related to Advertiser's product warranties or performance; and (3) any other actions of Advertiser which give rise to any other liability at law or equity. Advertiser understands and agrees that the Advertisement is created by or at the direction of the Advertiser or one of its representatives, and Seller shall not bear any liability with regards to the content, graphical norms or physical appearance of the Advertisement.

**No Warranties or Guarantees:** The Advertiser acknowledges and agrees that Seller does not make any guarantee or warranty with regard to the success, derived benefits or responses that the Advertiser may have following the broadcast of the Advertisement pursuant to this Contract.

**Modifications/ Transfer:** Seller may, from time to time, at its sole discretion, modify the Contract if such modifications do not substantially affect the rights and obligations of the Advertiser. The Advertiser is bound by any such modifications from the moment Advertiser is informed thereof. No amendment to this Contract by the Advertiser is effective unless approved in writing by Seller. The Advertiser may not transfer or assign this Contract without Seller's prior written consent. Advertiser shall remain liable for the obligations hereunder contained in this Contract herein, notwithstanding any sale, transfer, disconnect, assignment or winding-up of Advertiser's business or assets including Advertiser's telephone number or Advertisement, in whole or in part.

**Waiver of Jury Trial:** Advertiser hereby waives trial by jury in any action, proceeding or counterclaim brought by Advertiser arising out of this Contract and/or the relationship of the parties.

**Severability:** If for any reason, any provision of this Contract is held invalid, such invalidity shall not effect any other provision of this Contract not held so invalid, and each such other provision shall to the full extent consistent with law continue in full force and effect. If any provision of this Contract shall be held to be invalid in part, such invalidity shall in no way effect the rest of such provision not held so invalid, and the rest of such provision, together with all the provisions of this Contract, shall to the full extent consistent with law continue in full force and effect.

**Approval for Credit:** The Advertiser accepts and agrees that the Contract is subject to credit approval by Seller. The Advertiser authorizes Seller to make appropriate enquiry with any third party regarding Advertiser's solvency and credit and in this context, record in the Advertiser's file and disclose such information in that regard. If such credit rating is not satisfactory to Seller, then this Contract shall be null and void.

**Headings and Pronouns:** The headings in this Contract are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Contract or any provision hereof. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural as the identity of the parties may require.

**Venue and Jurisdiction:** This Contract is intended to be governed by the Laws and Statutes of the State of Kansas. Venue and jurisdiction for any enforcement or interpretation of this Contract shall be in the District Court of Johnson County, Kansas at Olathe.

**Totality of Agreement:** This Agreement contains the entire agreement between Seller and Advertiser. There are no other agreements between Seller and Advertiser except those included or referred to in this written document. No change or additional agreement will be binding unless it is in writing and signed by Seller and Advertiser and dated after the date of this Agreement. There are no oral agreements between Seller and Advertiser.

**Nondiscrimination Policy:** Reyes Media Group and its Stations do not discriminate in advertising contracts on the basis of race or gender. Any provision in any order or agreement for advertising that purports to discriminate on the basis of race or gender, even if handwritten, typed or otherwise made a part of a particular contract, is hereby rejected.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Last revised 03-14-2024 (2:32pm)