



University Place
201 South Estes Drive, Suite C6a
Chapel Hill, NC 27514
919.933.4165

Account Executive: _____
Company Name: _____
Contact Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Work Phone: _____ Cell: _____
Email: _____

Station Use Only

Billing Cycle

Standard _____

Calendar _____

Need Notarized

Invoices _____

Scripts _____

Inventory: _____

Start Date: _____ End Date: _____

COST _____

Payment is due within 30 days of receipt of invoice. If payment is not received within 45 days, we reserve the right to charge your credit card.

Name on Card: _____

Card Number: _____

Expiration Date: _____ Security Code: _____

Printed Name: _____

Signature: _____ Date: _____

Additional Details

1. PAYMENT AND BILLING

- (a) Station will bill Advertiser (or Agency, if any) monthly
- (b) Payment by Advertiser (or Agency) is due within fifteen days of receipt of Station's invoice.
- (c) Invoices (including attachments) shall contain dates and times of broadcasts in accordance with the Station's log and commercial length and cost(s).
- (d) Upon request of Advertiser (or Agency) an affidavit will be furnished by Station at the time of billing.

2. LIABILITY FOR PAYMENT

- (a) Any Agency of which an officer, partner, employee, or other representative thereof, acting with the actual or apparent authority, accepts this Agreement on behalf of Advertiser acknowledges, represents, and agrees that it (i) is Agent for said Advertiser and (ii) shall be liable for all payments to be made to Station hereunder.
- (b) If Advertiser, through an officer, partner, or employee, is a signatory to this Agreement, it shall be liable (jointly and severally with Agency, if any) for all payments due Station hereunder. Such liability shall not be satisfied upon Advertiser's transfer of funds to Agency for payment to Station, except insofar as such payments are made, in good faith, after such time as Station might reasonably be expected to have notified Advertiser of its concern that timely payment of sums so received by Agency was not being made to Station.
- (c) Station shall be entitled to reasonable attorney's fees and other collection expenses.

3. AGENCY COMMISSION

Unless otherwise noted, no advertising agency commission is included in the pricing on the face of this agreement.

4. TERMINATION

- (a) Unless otherwise stated on the face hereof, this Agreement may be terminated by Station or Advertiser upon 30 days prior notice.
- (b) If station terminates this Agreement, Advertiser shall have the benefit of the same discount(s) which it would have earned had it been allowed to complete the Agreement. If Advertiser terminates the Agreement earned rates will apply. The advertiser will also be billed for any commercials that ran above and beyond the monthly contracted amount if the number of commercials exceeds the total amount contracted for that time period.

5. EFFECT OF BREACH

- (a) Station reserves the right to cancel this Agreement upon default by Advertiser (or Agent) in the payment of bills or other material breach of the terms hereof at any time upon prior notice. Upon such cancellation, all charges for commercials broadcast hereunder and not paid for shall become immediately due and payable. Upon such cancellation neither Agency nor Advertiser shall be liable for payment, either in whole or in part, for commercials scheduled for broadcast after the cancellation. Advertiser and Agency shall be liable for Station's reasonable expenses, including attorney's fees, in obtaining payment for bills due.
- (b) In the event of a material breach by Station in performing under this Agreement, Advertiser (or Agency) reserves the right to cancel this Agreement at any time upon prior notice.

6. INABILITY TO BROADCAST

If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes, or for any other cause beyond Station's control, there is an interruption or omission of any commercial announcement contracted to be broadcast hereunder, and if no suggested substitute time period is acceptable to Advertiser (or Agency, if any), Station shall allow a reduction in the charges equal to the price assigned to the commercial announcement at the time of purchase. Advertiser (or Agency, if any) shall have the benefit of the same discounts which would have been earned if there had been no interruption or omission.

7. SUBSTITUTION OF PROGRAMS OF PUBLIC SIGNIFICANCE

- (a) Station shall have the right to cancel any commercial covered by this Agreement in order to broadcast any program that in its absolute discretion it deems to be of public significance. In any such case, Station will notify Advertiser (or Agency, if any) in advance if reasonably possible, but where such notice cannot reasonably be given, Station will notify Advertiser (or Agency) within one business day after such scheduled broadcast.
- (b) If Advertiser (or Agency) and Station cannot agree upon a satisfactory substitute day and time, the broadcast so preempted shall be deemed cancelled without affecting rates, discounts, or rights provided under this contract.

8. COMMERCIAL MATERIAL

- (a) Unless otherwise noted on the face of this Agreement, all commercial announcement material shall be furnished by Advertiser (or Agency). All expenses connected with the delivery of commercial announcements to Station and with return there from, if return is directed, shall be paid by Advertiser (or Agency).
- (b) If commercial material and scheduling instructions do not arrive at the Station 48 hours in advance (excluding weekends and federal holidays) Station shall so notify Advertiser (or Agency). (Station shall have no such obligations regarding a change of commercials about which it has received no notice.) If after such notice such material and instructions do not arrive in time for broadcast, Station shall so notify Advertiser (or Agency) and may bill Advertiser (or Agency) therefor. Station will exert all reasonable effort to broadcast material received from Advertiser (or Agency) despite late receipt.
- (c) If due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes, or any other cause beyond Advertiser's (or Agency's) control, Advertiser (or Agency) cannot provide commercial material prior to scheduled broadcast hereunder, Advertiser and Agency shall not be liable to Station. If no such substitute day and time period is mutually agreed upon, Station shall credit Advertiser (or Agency) for time hereunder in the amount of money assigned to the commercial announcements at the time of purchase. Advertiser (or Agency) shall have the benefit of the same discounts which would have been earned if the commercials had been broadcast.
- (d) Commercial material provided by Advertiser (or Agency) is subject to approval and Station may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality. If the commercial material is unsatisfactory, Station shall notify Advertiser (or Agency) promptly and, unless Advertiser (or Agency) furnish satisfactory material 24 hours prior to broadcast time, this agreement may be terminated by either party without penalty to either party.

9. BROADCAST LIABILITIES

Station agrees to hold Advertiser and Agency harmless against all liability resulting from the broadcast of musical compositions licensed for broadcasting by a music licensing organization of which Station is a licensee. Advertiser and Agency agree to hold and save Station harmless against all liability resulting from the broadcast of commercial material furnished by Advertiser (or Agency), except musical compositions licensed as stated above.

10. NON DISCRIMINATION

Chapel Hill Media Group, LLC does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.

11. GENERAL

- (a) This Agreement may not be assigned or transferred without first obtaining the consent of Station in writing.
- (b) Failure of Station or Advertiser (or Agency) to enforce any of the provisions herein shall not be construed as a waiver of that or any other provision.
- (c) Station's obligations hereunder are subject to the terms and conditions of licenses held by it and to applicable federal, state, and local rules and regulations.
- (d) Notice required to be given under this Agreement may be given in any manner reasonable under the circumstances.
- (e) This agreement contains the entire agreement between the parties relating to the subject matter herein contained, and no change or modification of any of its terms shall be effective unless made in writing and signed by the parties.