

Baker Broadcasting Advertisement Agreement

CONDITIONS OF THIS AGREEMENT

1. It is specifically understood and agreed that this contract embodies each and all of the understanding and agreements between the parties and that no representations, terms or conditions, verbal or otherwise, have been made, fixed or agreed upon by the parties or any agent or representative thereof, which do or may in any way modify, add to, alter or change the terms herein set forth.
2. The privilege of this Agreement shall not be extended to any person, firm or corporation other than the advertiser, directly or indirectly, except by special consent of the Station.
3. In the event the advertiser terminates this Agreement before its completion, the advertiser agrees to pay the rate earned in accordance with the rates listed on Station's card in effect at the time. Two weeks' written notice of termination is required. No verbal statements to sales representatives or telephone calls to this Station's employees will be acknowledged as cancellation of this agreement. The person signing this Agreement warrants his authority to bind the advertiser and by signing agrees personally to indemnify this Station for any loss occurrence by his lack of authority or for non-payment by the advertiser.
4. All broadcasting programs and announcements are subject to the approval of this Station, and this Station, without restriction of liability, reserves the right to reject or cancel any and all contracts with advertiser or refuse to broadcast any part of any programs which do not, in the opinion of this Station, maintain a quality and character creditable to this Station and advertiser, and which, in the opinion of this Station, will not be of benefit to either the advertiser or the Station.
5. The Station shall not be held responsible for any programs or announcements not broadcast due to government regulations, mechanical difficulties, storms, strikes, or for any cause whatsoever, or for a change or substitution of programs that the Station feels is in the public interest. All due bill orders are pre-emptable.
6. Advertiser agrees to pay collection agency fees, legal fees, court costs and interest at the highest rate permitted by Arkansas law on all unpaid balances whenever said services are used to collect any amount due under this contract.
7. The advertiser agrees to pay this Station for the broadcasting covered by this order at the office of the Station on or before the tenth day of the month following that in which the broadcasting is done unless otherwise specified herein. Service Charges will be imposed on all past due balances at the highest rate permitted by Arkansas law.
8. This contract is not valid unless signed by an officer of this Station.