



**KCAA Programmer Agreement
BROADCAST MANAGEMENT SERVICES INC.**

254 Carousel Mall, San Bernardino, CA 92401
Phone: (909) 885 - 8502 · Fax: (909) 888 - 5220



CLIENT'S NAME: _____

TYPE OF BROADCAST: (_____)

Start Date _____ End Date _____

(IF PROGRAM, NAME OF SHOW) _____

Agreement Total \$ _____

Special Instructions _____

_____ New Agreement _____ Renewal _____ Revision

BROADCAST SCHEDULE

<i>Week of</i>	<i>Sunday</i>	<i>Monday</i>	<i>Tuesday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>	<i>Saturday</i>

- | | |
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| <ol style="list-style-type: none"> 1. A live studio engineer 2. Three (3) available call in phone lines 3. The ability to interview people via telephone 4. HD USTREAM live video cast on www.kcaaradio.com 5. Upload of video podcast to Facebook 6. Audio and Video Skype provides remote production 7. Re-Broadcasting on TuneIn and Talk-Stream-Live 8. Program listing on KCAA website 9. 32K (mobile) & 128K (broadband) live internet streaming 10. Free 32K & 128K podcasting and archiving all programs | <ol style="list-style-type: none"> 11. Permanent inclusion is master active podcast archive 12. 30 second program promos for your show 13. Free spots for your advertisers 14. "Rant" Line for listeners to call in and voice their opinions to be aired later 15. Listen by phone service at (701) 801-4444 16. Stats from numerous platforms 17. YouTube uploads of all KCAA USTREAM video productions 18. Broadcast on KCAA 1050 AM, 102.3 FM and 106.5 FM 19. Customized landing page with links to your website and social media. 20. Spreaker site with RSS and podcast feed for possible inclusion by iHeart |
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Broadcast Management Services, Inc. reserves right to rearrange broadcast time in case of scheduling conflicts, power or equipment failure beyond Broadcast Management Services, Inc.'s control, or national, regional or local emergency. CLIENT agrees that contract runs _____ weeks and unless other definitive financial arrangements are made prior to air date, Broadcast Management Services, Inc. may cancel the contract for non-payment. Contracts automatically renew for a term of equal length if not cancelled by either party, in writing, two weeks before the end of the contract term. Any spots associated with this agreement must be aired during contract term. No bankable commercials. CLIENT must provide script and approve production spot or recorded spot, prior to start date.

Page #2 must accompany this page (#1) for contract to be valid. Page #1 must be signed & page #2 must be initialed. BMS makes no representation or promises of success or failure of any program on KCAA. CLIENT acknowledges and understands that BMS/KCAA has a zero tolerance for any over-the-air conduct or utterances that violate FCC rules. Therefore, any conduct or over-the-air utterance which exposes BMS/KCAA to potential FCC fines and forfeitures will be grounds for immediate contract termination. All contests must be approved by BMS management. Contests cannot include payment for chance to win; no lotteries or raffles. No transfer of program time, or host duties to another party without prior BMS approval.

Furthermore, we make no guarantees or representations regarding sales made by programmer or advertiser with regard to this agreement. Broadcast Management Services, Inc. makes no guarantees of success regarding the promotion of the program through third parties, such as newspapers, billboards, etc. Signing this agreement supersedes any other agreement with BMS.

Weekly payments must be made automatically with a credit or debit card. If no prior arrangement is made, and no program payment is received one week after the due date, contract will be considered past due and may be subject to cancellation at the discretion of BMS. Each past due invoice will be assessed a \$10 per day late charge that will accrue until the account is brought current.

Authorized By Client, Date _____

Authorized By KCAA Rep. Date _____

Signature _____

Signature _____

Print Name _____

Print Name _____

Email _____

Email _____

Address
City, State & Zip _____

Notes _____

Phone _____

Phone _____

Accepted by KCAA Management _____ Date _____



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CLIENT'S NAME:

1. PAYMENT AND BILLING

- a) Broadcast Management Services, Inc. will bill CLIENT based on contract terms. If the contract includes a payment schedule, invoices may not be issued and CLIENT agrees to payment terms. Each due date will be treated as a separate invoice for the purpose of calculating late fees.
- b) Payment by CLIENT is due upon receipt of invoice and/or affidavit of performance.
- c) Invoices shall be based on total spots played and/or extra contract options.

2. TERMINATION

- a) All broadcasts must meet community standards of decency and comply with all FCC rules. Immediate termination will result from any utterance that is defined under FCC rules as patently offensive, obscene or profane or if program content is considered by BMS to contain excessive superfluous communication.
- b) CLIENT reserves the right to terminate this contract at any time. Upon said cancelation, all remaining CLIENT payments required under the full term of this contract are immediately due and payable.

3. FAILURE TO BROADCAST

In circumstances of force majeure, such as public emergency, restrictions imposed by law, acts of God, labor disputes or any other cause, including mechanical or electronic breakdowns beyond the control of Broadcast Management Services, Inc., where there is an interruption or omission of any commercial announcement or program broadcast contracted to be broadcast, then Broadcast Management Services, Inc. will air the interrupted or omitted program at the best time available not under contract.

4. EFFECTS OF BREACH

- a) Broadcast Management Services, Inc. reserves the right to cancel this contract if CLIENT account becomes past due or due to other material breach of this contract. Upon cancellation, all charges for broadcasts completed under the terms of this contract and not paid, shall become immediately due and subject to late fees.
- b) Should any action be commenced by Broadcast Management Services, Inc. in connection with any breach of contract by CLIENT, then Broadcast Management Services, Inc. shall be entitled to reasonable expenses and/or attorneys fees incurred in such action.

5. SUBSTITUTION OF PROGRAMS OF PUBLIC SIGNIFICANCE

Broadcast Management Services, Inc. shall have the right to cancel and broadcast or portion thereof covered by this contract, in order to broadcast any program which, in its absolute discretion, it deems to be of public significance.

6. PROGRAM AND COMMERCIAL MATERIAL

Unless otherwise noted on the face of this contract, all program material, excluding commercial announcements, shall be furnished by Broadcast Management Services, Inc. Production expenses that arise due to the delivery of commercial content aired at the behest of CLIENT may be invoiced to CLIENT at the discretion of Broadcast Management Services, Inc.

7. BROADCAST LIABILITIES

- a) Broadcast Management Services, Inc. agrees to hold and save CLIENT and advertiser harmless against all liability resulting from the broadcast of (1) program material except program material furnished by CLIENT and (2) musical compositions licensed for broadcasting by a music licensing organization of which Broadcast Management Services, Inc. is a licensee.
- b) CLIENT agrees to hold and save Broadcast Management Services, Inc., harmless against all liability resulting from the broadcast of commercial material or program material furnished by CLIENT except musical compositions licensed as stated above.

8. GENERAL

- a) Broadcast Management Services, Inc. shall exercise normal precautions in handling of property and mail, but assumes no liability for loss of or damage to programmer commercial material and other property furnished by CLIENT in connection with broadcasts hereunder. Broadcast Management Services, Inc. will not accept or process mail, correspondence, or telephone calls in connection with broadcasts, except after prior approval.
- b) This contract, including the rights under it, may not be assigned or transferred, without first obtaining the consent of Broadcast Management Services, Inc., in writing. Broadcast Management Services, Inc. shall not be required to broadcast hereunder for the benefit of any advertiser or programmer other than CLIENT.
- c) Broadcast Management Services, Inc. obligations hereunder are subject to the terms and conditions of licenses held by it and applicable federal, state and local laws and regulations.
- d) This contract contains the entire agreement between the parties relating to the subject matter herein contained, and no change or modifications of any of its items and provisions shall be effective unless made in writing and signed by both parties.
- e) Broadcast Management Services, Inc. reserves the right to forbear or waive enforcement actions granted to it under this contract at its discretion. This includes, but is not limited to, discharge of debts owed to Broadcast Management Services, Inc.

CLIENT'S INITIALS _____



Authorization for Credit Card Use



PRINT AND COMPLETE THIS AUTHORIZATION AND RETURN
All information will remain confidential

Name on card: _____

Billing Address: _____

Email: _____

Phone: _____

Credit Card Type: ___ Visa ___ Master Card ___ Discover ___ AmEx

Credit Card Number _____

Expiration Date: _____

Card Identification Number: _____ (last three digits on the back of the credit card)

Amount to Charge: \$ _____ (USD)

I authorize Broadcast Media Services to charge the amount listed above to the credit card provided herein. I agree to pay for this purchase in accordance with the issuing bank cardholder agreement.

Cardholder – Please sign and Date

Signature: _____

Date: _____

Print Name: _____