

## VOICE OF PASO - INTERNET RADIO ADVERTISING AGREEMENT

This Advertising Agreement (hereafter called the "Agreement") is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between \_\_\_\_\_ (hereafter called the "Advertiser") and S.W. Martin & Associates (hereafter called "SWMA").

### SCOPE OF AGREEMENT

Publication of specified audio and banner advertising and schedules is subject to this written agreement between Advertiser and SWMA.

### ADVERTISING RATES

The Advertiser agrees to pay SWMA as outlined in the following:

#### ☐ PASO ROBLES HIGH SCHOOL – FOOTBALL SEASON ONLY

Includes sponsor-type exclusivity, promo mentions, pre&post-game shows, at least two commercials per game and Best-Times-Available (BTA) schedule of four commercials per day, seven days per week. Includes promotion on VoiceOfPaso.com. Does not include play-off schedules.

**Cost: \$119 per game. Payable monthly. Full season commitment.**

#### ☐ ALL HIGH SCHOOL SPORTS

Includes sponsor-type exclusivity, promo mentions, pre&post-game shows, at least two commercials per game and BTA schedule of six commercials per day, seven days per week. Includes promotion on VoiceOfPaso.com. Does not include play-off schedules.

**Cost: \$149 per month. Payable monthly. Twelve month commitment.**

#### ☐ LOCAL RADIO FEATURES

Commercial adjacencies for programs airing weekly between 6 a.m. and 10 a.m. Includes promotion on VoiceOfPaso.com.

- ☐ The Next Big Thing – Tech product features
- ☐ The Art of Life – Interviews with local artists
- ☐ Reality Radio – Local guests discussing local issues
- ☐ The Wiemann Report – Local sports talk

**Cost: \$49 per show per month. Payable monthly. Twelve month commitment.**

#### ☐ Ala Carte Schedules

Bulk ad buys, scheduled BTA, seven days a week. 30s or 60s

**Cost: \$5.99 per commercial. Payable monthly.**

**Start Date:** \_\_\_\_\_ **End Date:** \_\_\_\_\_

**Total # commercials:** \_\_\_\_\_ **X** **\$5.99 = \$** \_\_\_\_\_

### CANCELLATION

SWMA reserves the right to cancel this contract for any reason at any time without penalty. Advertiser may send notice of intent to cancel this contract by written notice that is received by SWMA at any time. Cancellation will be considered effective by both parties on the last day of the month in which notice is received by SWMA. Fees paid by Advertiser will not be refunded if Advertiser cancels contract.

### COSTS OF COLLECTION

In the event the advertiser fails to pay the sums due the SWMA in the amounts and at the times they become due according to this contract, the advertiser agrees to pay reasonable costs of collection incurred by SWMA, including, but not limited to, attorney's fees and court costs should the collection be referred to an attorney or assigned for collection.

### RIGHT TO REFUSE UNACCEPTABLE ADVERTISING

SWMA reserves the right to refuse any advertisement. This Agreement is voidable by SWMA immediately if Advertiser fails to disclose (or conceals or misrepresents) any involvement with illegal activities or services. In addition, SWMA may in its complete discretion refuse the use of any other advertising that it deems to be inappropriate.

### USAGE STATISTICS

**SWMA MAKES NO GUARANTEE OF ANY LEVEL OF TRAFFIC AT ANY GIVEN TIME. SWMA SHALL NOT BE HELD LIABLE FOR ANY CLAIMS AS THEY RELATE TO PUBLISHED OR UNPUBLISHED USAGE STATISTICS. SWMA IS NOT REQUIRED TO PROVIDE ADVERTISERS WITH USAGE STATISTICS.**

### TRUTH IN ADVERTISING / INDEMNIFICATION FOR LIABILITY

Advertiser is solely responsible for any legal liability arising out of or relating to (1) the Advertisement, and/or (2) any material to which users can link through the Advertisement. Advertiser represents and warrants that the Advertisement and Link comply with

SWMA's advertising standards; and that it holds the necessary rights to permit the use of the Advertisement and Link by SWMA for the purpose of this Agreement; and that the use, reproduction, distribution, or transmission of the Advertisement will not violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity. Advertiser agrees to indemnify SWMA and to hold SWMA harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by SWMA, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties. Advertiser agrees to request that SWMA be listed as an additional insured on any policy issued to Advertiser pursuant to which there could be coverage for any of the forms of legal liability described in this paragraph.

#### **LIMITATION ON DAMAGES**

**IN NO EVENT WILL SWMA BE LIABLE TO ADVERTISER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT SWMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.**

#### **ASSIGNMENT**

Advertiser may not assign this agreement, in whole or in part, without SWMA's written consent. Any attempt to assign this Agreement without such consent will be null and void.

#### **GOVERNING LAW**

This Agreement will be governed by and construed in accordance with the laws of the State of California.

#### **ENTIRE AGREEMENT**

This Agreement and any and all exhibits and attachments are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter, provided that all pricing will be governed by SWMA's Pricing Information, whether printed on paper or electronically. The terms and conditions of this Agreement will prevail over any contrary or inconsistent terms in any purchase order. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

#### **FOR ADVERTISER**

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*Name*

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*Title*

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*Address*

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*City, State, Zip*

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*Telephone*

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*Email*

#### **FOR S.W. MARTIN & ASSOCIATES**

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*Name*

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*Title*

1015 Samantha Drive

Paso Robles CA 93446

805-296-2487

sales@voiceofpaso.com