WHKY
1290AM / 102.3FM
TalkRadio

1. THE PARTIES

For the purposes of this broadcast services agreement "Agreement"):

(a) "Programmer" shall mean WHKY,LLC

(b) "Station" shall mean WHKY and no other radio station or broadcast facility.

(c) "Client" shall mean the person, firm, or corporation who is contracting for the radio services contained herein.

2. PAYMENT AND BILLING

(a) Client will be charged for the use of Programmer's broadcasting services in accordance with the terms listed on the reverse. Client will pay in advance monthly, on the first broadcast day of every month, unless otherwise provided on the face of this contract.

(b) Programmer will provide invoices monthly. Invoices for broadcasts shall be in accordance with station's log and shall be deemed correct unless provided otherwise.

(c) Payment by Client is due at the beginning of each month, unless otherwise specified on the Station's invoice. Payments not made when due accrue interest at the rate of 1-1/2% per month (18%annually), unless the maximum amount allowed by law is less than said rate, in which case the interest shall be the maximum rate allowed by law.

(d) If payment is not made within 14 days after the due date of Programmer's invoice, without limiting any other rights of Programmer under this Agreement, Programmer may immediately discontinue Client's service and bar Client from further use of the Station or Programmer's broadcast services. Programmer may also, at its discretion, choose to terminate this agreement without prior notice as specified in Paragraph 3(c). Programmer reserves the right to prevent any further use of the Station or Programmer's services until all outstanding invoices are paid in full.

3. TERMINATION

(a) Either Client or Programmer may terminate this Agreement, at any time and for any reason, with or without cause, by giving the other fourteen (14) days' prior written notice, with termination to be effective 14 days after the delivery of said notice. If Client so terminates this contract, Client will pay Programmer at the rate on which this contract is based up to the date of termination. If Programmer so terminates this contract, Client will then either agree with Programmer on a satisfactory substitute day or time for continuance of broadcasts or announcements covered by this contract at the rate on which this contract is based for such substitute time, or if no such agreement can be reached, Client will pay Programmer according to the rates specified herein for all broadcasts or announcements previously rendered by Programmer.

(b) Programmer reserves the right to immediately terminate this contract upon default by Client in the payment of bills or other material breach of the terms and obligations here of at any time upon prior notice. Upon such cancellation, all charges for broadcasts completed here under and not paid shall become immediately due and payable. If Programmer cancels by reason of Client's material breach, Client shall be responsible for and shall pay to Programmer all amounts due and owing under this Agreement as of the date of termination.

(c) In the event of termination, neither party shall be liable to the other party otherwise than as specified in Paragraphs 4, 5, and 10.

4. SUBSTITUTION OF PROGRAMS OF PUBLIC IMPORTANCE OR IN THE PUBLIC INTEREST

(a) Programmer shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program that, in its absolute discretion, it deems to be of public importance or in the public interest. In any such case, Programmer will notify Client in advance if reasonably possible, but where such notice cannot reasonably be given, Programmer will notify Client within a reasonable time after such scheduled broadcast has been cancelled.

(b) In the case of any broadcast, announcement, or advertisement cancelled under Paragraph 4(a) above, Programmer and the Client will agree on a satisfactory day and time for the broadcast or announcement, or, if no such agreement can be reached within seven (7) days of the notice of cancellation, the broadcast times preempted shall be deemed cancelled without affecting the rates, discounts, or rights provided under this contract, except that Client shall not be required to pay for the cancelled broadcast or announcement.

5. FAILURE TO BROADCAST

(a) If due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, floods, hurricanes, lightning strikes, severe weather, power failure, computer viruses, labor disputes or for any other cause, including mechanical or electronic breakdowns, beyond Programmer's control, there is an interruption or omission of any program or commercial announcement contracted to be broadcast hereunder, Programmer may suggest a substitute time period for the broadcast of the interrupted or omitted commercial announcement or program. If no such substitute time period is acceptable to Client, Programmer shall allow Client a prorate reduction in the time and/or program charges hereunder in the amount of money assigned to the time and/or program charges at time of purchase. Client shall have the benefit of the same discounts that would have been earned if there had been no interruption or omission in the broadcast.

6. PROGRAM AND COMMERCIAL MATERIAL

(a) This Agreement for station time includes the service of staff only as agreed on Page1 of the contract. Other talent and service charges, if any, must be covered by additional contract, and such charges are subject to change by the Client with the consent of the Programmer.

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(b) Broadcasts or announcements prepared by Client are subject to the approval of Programmer as to broadcast content and artist.

(c) Client shall defend, indemnify, and hold Programmer, including its owners, officers, directors, and shareholders, harmless from and against any and all claims, damages, liabilities, fines, costs, and expenses including attorney's fees, which result from (i) any broadcasts made in the form furnished by Client; (ii) breach, misrepresentation, or other violation of this Agreement by Client or any persons affiliated with Client, whether or not this was authorized by Client; (iii) discrimination in advertising contracts as detailed in Paragraph 9; or (iv) the gross negligence or willful misconduct of Client or its agents. Programmer agrees to hold and save Client harmless where the broadcasts are prepared and produced both as artists and broadcast content by the Programmer excepting only such liability as may result from the broadcasting of commercial credits and other materials furnished by the Client.

(d) The provisions of Paragraph 6(c) shall survive any cancellation or termination of this Agreement.

7. CONTENT AND INTELLECTUAL PROPERTY

(a) Client acknowledges that Programmer is not responsible for and does not give any assurance to any person with respect to the validity, value, usefulness or accuracy of any information, communications, music, or other materials (collectively, "Content") broadcast by Client. The Client and any person affiliated with the Client shall bear any risk associated with the Content. Programmer has the right (but not the obligation) to require Client to remove, prohibit or discontinue any Content that Programmer, in its sole discretion, determines to be harmful, offensive or otherwise in violation of this Agreement or FCC regulations.

(b) Client acknowledges that Content broadcast on the Station, whether provided by Client or other affiliated users may include material which is the subject of and protected by copyrights, trademarks, servicemarks and other proprietary rights ("Rights"). Client acknowledges that such Rights are valid and valuable and are protected and apply to all media that now exist or may in the future exist. Unless specifically provided elsewhere in this Agreement, Client's ability to use any Content that is protected by such Rights shall be governed by applicable law including relevant patent and trademark law.

(c) Client agrees, and will require each and every one of its affiliated persons to agree, that it will broadcast on the Station only Content that is not subject to any Rights in favor of any other party or Content in which the holder of any Rights has given express consent to such broadcast on the Station for the duration of the performance of the broadcast service.

(d) Client agrees to use the Station and Programmer's broadcast services only for lawful purposes. Client recognizes and agrees that Programmer may preempt or cancel any Content, which, at its sole discretion, is not in compliance with this Agreement.

9. NON-DISCRIMINATION

Client acknowledges that under federal law, all broadcast stations ,including this Station, are prohibited from entering into advertising contracts that seek to discriminate on the basis of race, ethnicity, or gender, and hereby represents and warrants that the purchase of airtime hereunder (i) is not intended for any such discriminatory purpose, and (ii) will not discriminate on the basis of race, ethnicity, or gender. Client further acknowledges and agrees that it has been informed of and understands the advertising non-discrimination prohibition, and that Programmer has the right to automatically terminate this contract without notice if such a discriminatory purpose is discovered. This provision is specifically included herein in compliance with paragraph 49 of the Federal Communications Commission's Report & Order released March 5, 2008 requiring the inclusion of race/gender non-discrimination clauses in advertising contracts. To the extent any other terms of this agreement contradict this provision, this provision shall govern.

10. UNACCEPTABLE USES OF THE SERVICE

In addition to any other terms of this Agreement, Client may not use the Station or the Programmer's broadcast services contracted herein to:

(a) Harass, threaten, embarrass, or cause distress, unwanted attention or discomfort to a person or entity.

(b) Broadcast sexually explicit content, profanity, or any content that is deemed by Programmer to be offensive in its discretion.

(c) Transmit any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or hateful content or content which is racially, ethnically or otherwise objectionable, or which infringes upon the rights of any third party, as determined by Programmer.

(d) Impersonate any person, including but not limited to, an official of Programmer or the Station's owner, officers, or directors, or communicate under a false name or a name that you are not entitled or authorized to use.

(e) Intentionally or unintentionally violate any applicable local, state, national or international law, including but not limited to any regulations having the force of law.

11. NO WARRANTY

(a) CLIENT EXPRESSLY AGREES THAT USE OF THE STATION AND PROGRAMMER'S BROADCAST SERVICES ARE AT THE CLIENT'S SOLE RISK. PROGRAMMER'S SERVICES ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF NONINFRINGEMENT, MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PROGRAMMER'S LIABILITY TO CLIENT FOR BREACH OF THIS AGREEMENT IS LIMITED SOLELY TO THE AMOUNT PAID BY CLIENT TO USE THE PROGRAMMER'S SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES FAILED TO OPERATE AS A RESULT OF PROGRAMMER'S ACT OR OMISSION. THE REFUND OF FEES PAID TO PROGRAMMER FOR

THE PERIOD DURING WHICH THE STATION MAY HAVE FAILED TO OPERATE AS A RESULT OF PROGRAMMER'S ACT OR OMISSION SHALL BE CLIENT'S EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE STATION AND PROGRAMMER'S SERVICES.

(b) IN NO EVENT SHALL PROGRAMMER BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE). IN THE EVENT ANY JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF ANY WARRANTY OR LIABILITY UNDER THIS AGREEMENT, PROGRAMMER'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

12. LIABILITY

(a) Client shall be liable and responsible for any and all activities conducted by Client or, if applicable, by persons affiliated with Client, whether or not such activities have been authorized by Client. Upon Programmer's request, Client shall provide Programmer with accurate and complete identification and contact information of any person or advertiser who broadcasts from the Station or makes use of Client's broadcast services.

(b) Client must maintain up-to-date contact information with Programmer and the Station. Client's failure to provide or update such information shall constitute a breach of this Agreement and this shall be grounds for Programmer to immediately terminate this Agreement or the right of any person associated with Client to use the Station. In such case, Client shall also be liable to Programmer for any and all additional remedies that may be available under law.

(c) Upon Programmer's request, Client shall make recordings of all broadcast time provided under this Agreement, and shall provide Programmer with any available recordings of content already broadcast.

13. NOTICES

Notices to the parties shall be sent by (a) personal delivery; (b) certified mail, return receipt requested; (c) recognized overnight courier with a printed confirmation of receipt; (d) fax; or (e) email at the addresses indicated on Page 1 of the Agreement (or to such other address as a party may specify by written notice sent in accordance with this paragraph).

14. GENERAL AND MISCELLANEOUS

(a) This Agreement is subject to all federal, state, and municipal laws and regulations now in force, or which may be enacted in the future, including, but not limited to, the Rules and Regulations of the Federal Communications Commission made in pursuance of its quasi-legislative powers and its decisions, actions, and orders when acting in its quasi-judicial capacity.

(b) Client agrees that Programmer may deduct from any one-hour period or longer not more than five minutes for the purpose of broadcasting news, station breaks, required station announcements, promotions, or commercial spots. Programmer's failure to exercise this right shall not constitute a waiver of said right.

(c) Client agrees that Programmer may deduct from any five-minute period or longer not more than thirty seconds for station-break purposes.

(d) Programmer shall exercise normal precautions in handling of property and mail, but assumes no liability for loss of or damage to program or commercial material and other property furnished by Client in connection with broadcasts hereunder. Programmer will not accept or process mail, correspondence, or telephone calls in connection with broadcasts except after prior approval.

(e) This contract, including the rights under it, may not be assigned or transferred without first obtaining the consent of Programmer in writing; nor may Programmer be required to broadcast hereunder for the benefit of any Client other than the one named on the face of this contract.

(f) Failure of Programmer to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision.

(g) This Agreement shall be governed by the laws of Catawba County and the State of North Carolina.

(h) 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 and provisions shall be effective unless made in writing and signed by both parties. This Agreement hereby supersedes any other or prior agreements, transactions, or negotiations between Programmer and Client with respect to the subject matter of this Agreement.

(i) If any portion of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that portion shall be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties and the remaining portions shall remain in full force and effect.

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