



Program Agreement
KQLH 92.5 LPFM
31816 Avenue E #28
Yucaipa, Ca 92399
(909) 798-5754 (909) 475-7787
KQLHRadio.com

CLIENT'S NAME: _____

TYPE OF BROADCAST: (Program____) (Sponsorship____)

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>

<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>

<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>

KQLH, and the Arrowhead Alliance 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, KQLH, and the Arrowhead Alliance 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. KQLH 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 KQLH LPFM 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. KQLH, and the Arrowhead Alliance 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 KQLH.

Authorized By Client, Date _____

Signature _____

Print Name _____

Email _____

Address _____

City, State & Zip _____

Authorized By KQLH Rep. Date _____

Signature _____

Print Name _____

Email _____

Notes _____

Accepted by _____ **Management** _____ **Date** _____

Phone _____

Phone _____

CLIENT'S NAME:

1. PAYMENT AND BILLING

a) KQLH and the Arrowhead Alliance will invoice CLIENT based on contract terms. However, if the contract includes a payment schedule, additional invoices may not be issued. Instead, a copy of this contract will be sent to client prior to the due date as a reminder of said due date and CLIENT agrees to abide by the payment terms in the contract. 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 such invoice and/or affidavit of performance. The above (a) notwithstanding, client may request a separate invoice each month.

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 KQLH to contain excessive superfluous communication.

b) CLIENT reserves the right to terminate this contract at any time. Upon said termination, 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 KQLH and the Arrowhead Alliance will air the interrupted or omitted program at the best time available not under contract.

4. EFFECTS OF BREACH

a) KQLH 92.5, the Arrowhead Alliance 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 _____, 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

KQLH 92.5, Arrowhead Alliance 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 KQLH
KQLH 92.5 FM 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) KQLH and the Arrowhead Alliance . 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) KQLH 92.5 LPFM Radio, a non profit 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 _____ and KQLH . in writing. The Arrowhead.Alliance, and KQLH shall not be required to broadcast hereunder for the benefit of any advertiser or programmer other than CLIENT.

c) Arrowhead Alliance of the I.E., 92.5 FM 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) KQLH 92.5 LPFM, of Yuciapa, Ca 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 _____

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