



Gospel Music Omaha KCUG-LP 100.3 FM

Contemporary Urban Gospel Community Radio

www.GospelMusicOmaha.com | Facebook.com/GospelMusicOmaha | YouTube.com/GospelMusicOmaha
LinkedIn.com/GospelMusicOmaha | Twitter.com/GospelMusicOMA | GospelMusicOmaha@gmail.com

TERMS OF AGREEMENT

PAYMENT FOR ANY SERVICES INDICATES AGREEMENT WITH ALL THE TERMS AND PROVISIONS AS STATED BELOW. Advertiser / Show Programming Provider (hereafter "Content Provider") agrees to the following terms:

SUBMISSION REQUIREMENTS

- Final script or files must be received no later than one business day prior to broadcast.
- Acceptable audio/video file formats: MP3, WAV, MP4, AVI, MKV.
- Acceptable image file formats: JPG, PNG, GIF, PDF.
- All content to be delivered via Gospel Music Omaha online form or by email to GospelMusicOmaha@gmail.com.
- Send online payments to paypal.me/GospelMusicOmaha.com or Cashapp \$GospelMusicOmaha.

TERMS OF PAYMENT

- All payments are pre-paid and non-refundable. Gospel Music Omaha accepts cash, Paypal, Cashapp, Zelle, Venmo, Visa and MasterCard. A \$25 fee will be charged for all returned payments.
- Gospel Music Omaha and Content Provider agree that extensions to the term will be by mutual agreement.
- When credit card payments are available, Content Provider authorizes Gospel Music Omaha to process an automatic charge of each recurring payment until cancelled.
- Content Providers whose accounts are unpaid after 30 days will be charged a late fee of 1% per month on a compound basis until payment is received and balances are current. At 60 days, all programming, advertising and/or underwriting with Gospel Music Omaha will be put on hold until the account is brought current. Failure to pay within 90 days will result in the account being turned over to collections.
- Gospel Music Omaha may extend, deny or revoke a credit account at any time at Gospel Music Omaha's sole discretion.
- Rates are subject to change at Gospel Music Omaha's discretion.

PREPAYMENT DISCOUNT

- A pre-payment discount of 5% of gross amount will be applied when payment is received in advance for twelve months of content.

CREDIT ADJUSTMENT

- All questions relative to charges should be directed to either the Sales Manager or the Business Manager. Only those individuals are authorized to make adjustments to charges for advertisements. Gospel Music Omaha does not grant refunds. Address all billing questions to Media's Business Manager at (402) 819-8941.

ANNUAL CONTRACTS

- Annual contracts are valid for one year. The contract becomes effective on the date it is signed and is not retroactive to any date prior to signing. Content Providers will be charged for the difference in rates should the annual agreement not be met. It is the Content Provider's responsibility to use all content instances within the one-year agreement. There will be no refunds.

COSTS OF COLLECTION

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

MAKE-GOODS

- Publication of specified programming and/or advertising schedules is subject to online or written agreement between Content Provider and Gospel Music Omaha. Every effort will be made by Gospel Music Omaha to afford content in the position desired; however, under no circumstances is position guaranteed and content must be paid for regardless of schedule position.
- In spite of our best efforts, copy errors occasionally occur in material we typeset for our Content Providers. If your ad has an error in it, report it immediately. Gospel Music Omaha's liability will not exceed the actual cost of the ad in question and liability for an omitted ad will be limited to publishing the advertisement in a subsequent issue. Make-goods will be made for the portion of the advertisement in error, when it is an error of Gospel Music Omaha. The decision of a make-good ad is at the discretion of the particular medium's Sales Manager. Allowances will be made only for errors that materially affect the value of the advertisement. Gospel Music Omaha will not be responsible for copy changes by phone.
- Any problems with an advertisement or commercial must be addressed within 10 business days to be eligible for a make-good.

UNDERWRITING ADS (SPONSORSHIP ADS)

- Underwriting differs from advertising with a commercial radio station. Gospel Music Omaha adheres to underwriting rules and regulations set by the FCC (Federal Communications Commission). Gospel Music Omaha does not make quantitative, partisan or qualitative statements or make calls to action. Gospel Music Omaha promotes slogans, locations and neutral descriptions of products or services.

CANCELLATION

- Gospel Music Omaha reserves the right to cancel this agreement for any reason at any time without penalty. Content Provider may send notice of intent to cancel this agreement at any time by written notice to Gospel Music Omaha. Cancellation will be considered

effective by both parties on the last day of the month in which notice is received by Gospel Music Omaha. Fees paid by Content Provider will not be refunded if Content Provider cancels contract.

RIGHT TO REFUSE UNACCEPTABLE CONTENT

- Gospel Music Omaha reserves the right to reject any advertisement or show programming for any reason in its sole discretion.
- Gospel Music Omaha reserves the right to refuse any advertisement or show content that does not completely conform to every detail, instruction, method, and guideline set in this agreement. Gospel Music Omaha reserves the right to refuse any advertising image that does not arrive one business day before the Content Provider would like the image to be produced online.
- This Agreement is voidable by Gospel Music Omaha immediately if Content Provider fails to disclose (or conceals or misrepresents) any involvement with illegal activities or services. In addition, Gospel Music Omaha may in its complete discretion refuse the use of any other advertising or content that it deems to be inappropriate.
- Advertisements or show content that discriminate on the basis of race, ethnicity, creed, color, disability, age or gender will not be accepted.
- Advertisements or show content that Gospel Music Omaha deems false or misleading will be rejected.
- Advertisements or show content for products, services or promotions that are illegal in the state of Nebraska will also be rejected.
- The Content Provider and/or provider's agency assumes liability for all content (including audio, text and illustrations) displayed or broadcast on Gospel Music Omaha's station, website and/or social media channels and also assumes any claims made against Gospel Music Omaha.
- Gospel Music Omaha is not responsible for errors in advertising copy after accepted deadlines or when proof has been approved by the Content Provider.
- Placement is never guaranteed unless it is specifically mentioned on insertion orders at an extra charge. Advertising and editorial copy or station programming are independent of one another. Gospel Music Omaha assumes no liability for failure to publish an advertisement or show content, or for the financial loss of business due to that failure.

TRUTH IN ADVERTISING / INDEMNIFICATION FOR LIABILITY

- Content Provider is solely responsible for any legal liability arising out of or relating to the Content and/or any material to which users can link through the Content. Content Provider represents and warrants that the Content and Link(s) comply with Gospel Music Omaha's content standards; and that it holds the necessary rights to permit the use of the Content and Link(s) by Gospel Music Omaha for the purpose of this Agreement; and that the use, reproduction, distribution, or transmission of the Content 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.
- Content Provider agrees to indemnify Gospel Music Omaha and to hold Gospel Music Omaha harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by Gospel Music Omaha, arising out of or related to Content Provider's breach of any of the foregoing representations and warranties. Content Provider agrees to request that Gospel Music Omaha be listed as an additional insured on any policy issued to Content Provider 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 Gospel Music Omaha be liable to Content Provider for any special, incidental, or consequential damages, whether based on breach of contract, tort (including negligence), or otherwise, and whether or not Gospel Music Omaha has been advised of the possibility of such damage.

USAGE STATISTICS

- Gospel Music Omaha makes no guarantee of any level of traffic at any given time. Gospel Music Omaha shall not be held liable for any claims as they relate to published or unpublished usage or listener statistics. Gospel Music Omaha is not required to provide Content Provider with usage or listener statistics.

GENERAL POLICIES

- Content Provider may not assign this agreement, in whole or in part, without Gospel Music Omaha's written consent. Any attempt to assign this Agreement without such consent will be null and void.
- This Agreement will be governed by and construed in accordance with the laws of the State of Nebraska.
- 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 Gospel Music Omaha'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.