

Radio Station Advertising Contract

This **Radio Station Advertising Contract** (Hereinafter known as "**Contract**") has been signed by and between the following parties:

_____ with address at _____

_____ (hereinafter known as "**Station**");

and

_____ with address at _____

_____ (hereinafter known as "**Client**");

WHEREAS, the Station is a free-to-air radio service station existing under the laws of the state of _____ providing news and music entertainment media services to the public;

WHEREAS, Client is in need of a radio service that will enable to advertise their products through a free-to-air radio waves signal to reach out the community within the region;

WHEREAS, the Parties agree to enter into this Agreement where the products offered by Client to the public shall be advertised during commercial periods of the Station which shall be settled by the Parties hereto,

WHEREAS, the Parties have concluded this contract for an indefinite period,

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties hereby agree as follows:

1. Advertising Schedule

Station agrees to air Client's advertisements according to the following schedule:

	MON	TUE	WED	THU	FRI	SAT	SUN	TOTAL
9:00-10:00 AM								
10:00-11:00 AM								
11:00-12:00 NN								
12:00-1:00 PM								

Each ad will be published in the format and length sent by the customer. The station cannot make any changes to the advertising content delivered to it.

2. Pricing and Payment

The Client agrees to pay the Station the total sum of _____ weekly for the agreed-upon schedule. The total advertising fees shall be paid at the last working day of every week during the Contract period. In the event that any payment is not received by the Station within _____ days of the due date, the Client shall be subject to a late fee of _____ for every and each late payment.

The Station shall provide the Client with regular invoices detailing the advertising fees, payment due dates, and any other relevant information.

3. Intellectual Property Rights

Station agrees that the contents of the materials brought by the Client for broadcast advertising are Client's property, including all trademarks, service marks, trade names, copyright and all other identifications which may be identified with Client's products or services. It shall be understood that the Station may not, in any way, or a portion of Client's materials, be used by Station for any purpose without the consent of Client except for purposes that may be contrary to law.

4. Termination

Either party may terminate this advertising agreement for any reason with a _____ days written notice to the other party.

Either party may terminate this Contract in the event of a material breach by the other party. A material breach includes, but is not limited to, failure to make payments as specified, violation of advertising content guidelines, or any other significant violation of the terms of this Contract. The non-breaching party shall provide written notice to the breaching party specifying the nature of the breach. If the breach is not cured within _____ days from the date of notice, the non-breaching party may terminate the Contract.

If either party is unable to perform its obligations under this Contract due to a force majeure event, either party may terminate this Contract without liability by providing prompt written notice to the other party.

5. Warranties

Each Party warrants that they have the legal right and capacity, including having obtained the necessary licenses and permits for legal compliance in conducting business in the State to enter into this Agreement.

6. Indemnification

The Client agrees to indemnify and hold the radio station harmless from any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorney fees) arising out of or related to the content of the advertisements provided by the Client. The Client is responsible for the legality of the advertising content, and the Station has the right to directly recourse to the Client the penalties and compensation it has to pay in case of any violation or illegality.

7. Counterparts

The Parties may execute this agreement in multiple electronic counterparts, each of which is an original but all of which shall constitute one and the same instrument.

8. Non-Assignment

Neither Party to this Contract may assign or delegate any of the rights herein, or delegate any of its obligations hereunder, without the prior written consent of the other party.

9. Notifications

Any notice, communication, or demand required or permitted by this Contract shall be in writing and sent to the addresses of the parties indicated in the first page of this Contract. Either party may change its address for notice purposes by providing written notice of such change to the other party.

10. Amendments

Any amendments or modifications made in relation to this Contract shall be binding only when made in writing and signed by both Parties hereto.

11. Non-Waiver

No waiver shall be considered as having been made whether expressly or impliedly unless otherwise the waiver of the waiving party is made in writing and signed by the waiving party.

12. Governing Law and Dispute Resolution

This Contract shall be governed by and construed in accordance with the laws of the state of _____ . In the event of any dispute, claim, or controversy arising out of or relating to this Contract, the parties agree to first attempt to resolve the matter through mediation. Any legal action or proceeding arising out of or relating to this Contract may be brought in the state or federal courts located within the state of _____ , and the parties consent to the personal jurisdiction of such courts.

IN WITNESS WHEREOF, the parties hereto set their hands with their intention to be legally bound and have caused this Contract to be executed on the date specified.

Station

Name

Date

Signature

Client

Name

Date

Signature



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