

# Black Sky Radio

## Black Sky Radio Advertising Agreement

This Master Advertising Agreement (hereafter called the "Agreement") is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2009, between \_\_\_\_\_ (hereafter called the "Advertiser") and Jade Monkey, LLC DBA Black Sky Radio (hereafter called "Black Sky Radio").

### SCOPE OF AGREEMENT

Publication of specified audio and banner advertising and schedules is subject to this written agreement between Advertiser and Black Sky Radio. Every effort will be made by Black Sky Radio to afford advertising in the position desired; however, under no circumstances is position guaranteed and advertising must be paid for regardless of position.

### ADVERTISING RATE

The Advertiser agrees to pay publisher a monthly fee for a period of 12 months. Monthly advertising levels are shown below (choose one):

\_\_\_\_ Basic Package

- a. Monthly 1-30th Schedule
- b. Six (6) 0:30 spots every day
- c. Two (2) :10 live on-air reads every day
- d. One (1) skyscraper ad on the official website
- e. Total monthly investment \$495.00

\_\_\_\_ Enhanced Package

- f. Monthly 1-30<sup>th</sup> Schedule
- g. Eight (10) 0:30 spots every day
- h. Three (3) 0:10 live on-air reads every day
- i. One (1) skyscraper ad on the official website
- j. Total monthly investment \$649.00

\_\_\_\_ Power Advertiser Package

- k. Monthly 1-30<sup>th</sup> Schedule
- l. Sixteen (16) 0:30 spots every day
- m. Three (3) 0:20 live on-air reads every day
- n. One (1) skyscraper ad on the official website
- o. Total monthly investment \$995.00

Client and Advertiser agree that extensions to the term will be by mutual agreement. To begin, Advertiser shall pay to Black Sky Radio an advance payment for the first month of advertising plus an ad production fee of \$150.00. Additional spots will incur a production fee of \$150.00 each.

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When credit card payments are available, Advertiser authorizes Publisher to process an automatic charge of one month's payment until cancelled.

Black Sky Radio shall reserve 12 guaranteed months of Advertising Space from the Advertising Start Date of on Black Sky Radio as appropriate for the advertisement level purchased.

## **PREPAYMENT DISCOUNT**

A pre-payment discount of 5% (five percent of gross amount) will be applied when payment is received in advance for six months of plan advertising. A twelve month pre-payment will be discounted 10% (ten percent of gross amount)

## **CANCELLATION**

Black Sky Radio 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 Black Sky Radio at any time. Cancellation will be considered effective by both parties on the last day of the month in which notice is received by Black Sky Radio. 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 publisher 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 Black Sky Radio, 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**

Publisher reserves the right to refuse any advertisement sponsorship banner that does not completely conform to every detail, instruction, method, and guideline set in the Technical Specifications which can be found on the Publisher's Web Site. Publisher reserves the right to refuse any advertisement graphic that does not arrive seven days before the Advertiser would like the banner to be produced online.

This Agreement is voidable by Black Sky Radio immediately if Advertiser fails to disclose (or conceals or misrepresents) any

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involvement with illegal activities or services. In addition, Publisher may in its complete discretion refuse the use of any other advertising that it deems to be inappropriate.

## USAGE STATISTICS

PUBLISHER MAKES NO GUARANTEE OF ANY LEVEL OF TRAFFIC AT ANY GIVEN TIME. PUBLISHER SHALL NOT BE HELD LIABLE FOR ANY CLAIMS AS THEY RELATE TO PUBLISHED OR UNPUBLISHED USAGE STATISTICS. PUBLISHER 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 Black Sky Radio's advertising standards; and that it holds the necessary rights to permit the use of the Advertisement and Link by Publisher 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 Publisher and to hold Publisher harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by Black Sky Radio, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties. Advertiser agrees to request that Black Sky Radio 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 PUBLISHER 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 PUBLISHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

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## ASSIGNMENT

Advertiser may not assign this agreement, in whole or in part, without Black Sky Radio'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 Missouri.

## 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 Publisher'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.

Mike Walker

Name: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

President & Owner

Title

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Black Sky Radio  
3621 NE 57<sup>th</sup> Terr  
Gladstone MO, 64119  
816-256-2110

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Upon signing of this agreement, please scan and email to [nightmare@blackskyradio.com](mailto:nightmare@blackskyradio.com) or mail to the mailing address above. Please email all advertising graphics to [ads@blackskyradio.com](mailto:ads@blackskyradio.com). Credit card payments can be made at <http://blackskyradio.com/advertising/>.