

**CONDITIONS OF CONTRACT
FOR AIR-TIME**

- 1 The Station specifically reserves the right in its sole discretion to cancel this contract or any unused part of Air-Time purchased hereunder for any reason at any time on giving 14 days notice in writing to the Customer.
- 2 The Air-Time or any part thereof sold, pursuant to the provisions of this Contract to the Customer, is subject to pre-emption thereof by the Station at any time without notice in order to facilitate other programs deemed in the opinion of the Station, to be in the public interest. Where possible, such pre-empted Air-Time will be re-allocated to the Customer at a future mutually agreeable time. If the Parties hereto cannot agree upon such mutually agreeable time, then no charge shall be made to the Customer/Agency for such pre-empted Air-Time.
- 3 All programs and announcements must conform to the requirements of the Station Management and the regulations of any regulatory body, association in which the Station is a member and any other regulation in force now or in the future as regards to advertising. Without limiting the generality of the foregoing, there shall be:
 - I) No false or unwarranted claims for any products or service;
 - II) No infringements of a third party's intellectual property rights, including Trade-mark, Trade-name and Copyright, through unauthorized use, plagiarism or unfair imitation of either program ideas or copy or any other unfair competition;
 - III) No programs or announcements that are slanderous, obscene, profane, vulgar, repulsive or offensive, either in theme or in treatment;
 - IV) No testimonials which cannot be authenticated;
 - V) No use of Air-Time except for advertising of goods or services and,
 - VI) No advertising matter, or announcements, or programs which may, in the opinion of the Station be injurious or prejudicial to the interest of the public.
- 4 Customer agrees that the Station is not acting as agent for the Customer in producing content for the Air-Time. Customer agrees to approve all broadcast material and to assume full responsibility for its content.
- 5 Sponsored programs are given preference over announcements and networks take priority over spots announcements and programs. The Station reserves the right to re-allocate special announcements and programs to next best time available.
- 6 Failure on the part of the Station in any instance to exercise any of its rights reserved to it under this Contract shall not be deemed a waiver by it of such rights.
- 7 All obligations by the Station under the Contract are subject to the terms of licence granted to the Station and to all Dominion, Provincial and municipal laws or regulations now, or hereafter in force and to the regulations of all commissions or other governmental bodies or authorities presently or hereinafter to be constituted in relation to Radio Broadcasting Stations.
- 8 Charges or Cancellation:

The obligations provided for in the present contract are irrevocable and non assignable, and are fully binding on the parties within the context of the terms and conditions stated herein. The Company reserves for itself the right to cancel, at its discretion, all or any of the broadcasts and/or services envisaged in the present contract, or to change the date and/or the time of the said broadcasts, upon written notice to the Sponsor at least 24 hours before the start of the said broadcasts. The Sponsor has the privilege to request, for valid reason, a postponement, suspension and/or cancellation of any broadcast under 13 weeks duration in the present contract, provided the Company is advised in writing by the Sponsor at least 48 hours to the time scheduled for the start of the broadcast in question. Any broadcast provided for the present contract shall be considered to take place; and shall be chargeable to the Sponsor, if the broadcast in question has not been otherwise modified by a notice from the sponsor served upon the Company at least 48 hours before the start of the said broadcast. In case of cancellation, before expiration, the salutation rate shall automatically cease to apply.
- 9 All contracts are subject to 14 days notice of cancellation in writing by the Customer.
- 10 Any delay or interruption in broadcasting Air-Time or failure at any time to furnish Air-Time in whole or in part as herein set out, due to acts of God, strikes or threats thereof, or force majeure or due to other causes beyond the control of the station shall not constitute a breach of the Contract and the Station will not be liable to the Customer except to the extent of allowing in each such case not arising through Customer's fault, a pro rata reduction in the charge for the Air-Time contracted for under this contract.
- 11 The Customer covenants and agrees to hold harmless and indemnify the Station from any and all claims, damages, liabilities, costs and expenses including counsel fees arising from the broadcasting of the Air-Time, and the Station reserves the right to refuse to broadcast any and all programs containing matter which is or in the reasonable opinion of the Station may be, or which a third party claims to be a violation of any rights of others.
- 12 The Station, at its option, may terminate this contract immediately without notice if the Customer has not used the Air-Time contracted for, or has failed to pay as aforesaid, or the Customer becomes insolvent, makes an assignment for the benefit of creditors, is adjudged a bankrupt or if a receiver of the property or business of the Customer is appointed, or an execution shall issue against the Customer or the Customer shall breach any of the other terms and conditions of this Contract.
- 13 This contract Air-Time is personal to the Customer and may not be assigned, pledged, transferred by the Customer to any other person, successor or assignee of the Customer without the express prior written permission of the Station.