

PARTIES

- (a) For the purpose of these broadcast conditions the person, firm a corporation contracting for all purposes relating to this Contract
- (b) The person, firm or corporation contracting for Broadcast Time under this agreement ("Agency") and the broadcast station accepting this agreement ("Station") hereby agree as follows:

1 PAYMENT

- (a) Subject to clause 1 (d) hereof Agency agrees to pay and station hereby holds agency liable for payment to be made under this contract, except that where agency is not an advertising agency the person, firm or corporation authorizing this contract shall be liable for all payments to be made hereunder
- (b) All sums due at any time are payable in full in Canadian dollars within thirty (30) days of the date that an invoice is rendered to the agency/advertiser in respect of such sums and is subject only to the 2% set-off or deduction d paid
- (c) All sums which remain unpaid after the expiration of thirty (30) days are subjected to interest at the rate per annum set out on the face of the contract compounded monthly, and such interest shall be payable from the date of the invoice on all amounts not paid on their due dates
- (d) If undisputed sums remain unpaid at the expiration of sixty (60) days from the date the invoice was rendered to the agency, station reserves the right upon ten (10) days written notice to agency to hold the advertiser liable for payment of the sum due under the said contract
- (e) In all cases date of payment is material and unless otherwise stipulated in this contract, the postmark date on the envelope properly addressed to Station or its representative shall be considered the date when payment was made
- (f) Station will render invoices to Agency, or advertiser as the case may be, not less often than monthly unless otherwise stipulated in this contract. Station will supply certified statements of performance on request. Agency shall notify Station of any discrepancies in invoicing within fifteen (15) days of receipt of invoice. Station's invoices shall set out all days and times U broadcasts, length of commercial announcements. The portion of Station's program log indicating the commercial announcements referred to in the invoice, details identifying and stating the nature of any and all discrepancies between the Broadcast Time contracted for hereunder and the Station's program log and a statement of the reason or reasons for such discrepancies, if any.
- (g) Where a dispute arises over payment of an Invoice, agency agrees to remit that portion of the invoice not in dispute in accordance with the terms of these recommended Conditions, and acceptance by the station of such portion shall in no way be construed as an admission by the station of the validity of agency's dispute
- (h) If any amount remains unpaid after the expiration of ninety (90) days it shall be lawful for the station thereafter to enter into and upon the Premises or any part thereof belonging to or leased or rented to the Agency/Advertiser for the purpose of seizing or taking any property belonging to the Agency/Advertiser for payment in lieu of the debt outstanding without the station being considered guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby

2 CONTRACT TERMINATIONS.

- (a) Where the contract is in respect of broadcasts of five (5) minutes or more in duration, such contract may be terminated by either party giving the order at least four (4) broadcast weeks written notice. No such termination shall be effective unless and until contract has run for thirteen (13) broadcast weeks. Verbal notice is acceptable if confirmed in writing within seven (7) days (Broadcast Week - Monday through Sunday)
- (b) Where the contract is in respect of broadcasts of less than five (5) minutes either Station or the Agency may terminate such contract by giving to the other at least (4) broadcast weeks written notice of the date of such termination. No such termination shall be effective, however, until after the expiration of four (4) broadcast weeks from the date the broadcasts contracted for have commenced to run. Verbal notice is acceptable if confirmed in writing within seven (7) days (Broadcast Week - Monday through Sunday)
- (c) In the event of termination of this contract by the Agency, other than for breach by Station or Stations obligations under this agreement, prior to the completion of all broadcasts contracted for, as provided in Subparagraphs 2(a) and 2(b) above, the Agency will pay to the Station all amounts owing for services rendered by the Station which have been contracted for by the Agency up to and including the date of termination of the Station's published rates for such lesser number of broadcasts. The Agency will also reimburse the Station for all sums which the Station has expended or is required to expend for all contractual commitments of supply made by it in order to fulfill the terms of this contract
- (d) In the event of cancellation of this contract by the Station on default of the Agency to make any payment provided for or as the result of the breach of any of its terms or conditions, the Station shall be entitled to recover as damages and the Agency shall pay to the Station the total of all amounts due or to become due hereunder to the expiration of this contract or any renewal term thereof. The Agency agrees that such amounts are liquidated damages. The station shall also be entitled to recover and the Agency shall pay the costs and expenses of the Station including reasonable legal fees, in the collection of the amounts due hereunder to the Station. In addition the Agency will reimburse the Station for all sums, which the Station has expended or may be required to expend for all contractual commitments of supply made by it in order to fulfill the terms of this contract
- (e) If due to station's material breach, agency cancels this contract, station's liability shall be limited to payment as liquidated damages of a net sum equal to the actual non-cancelable live talent costs incurred by agency for production of a live program (not filmed nor recorded) in the cancelled time and the reasonable allocated print or rental cost of film scheduled but not used for the cancelled broadcast and not usable for future scheduling due to station's breach. Such charges shall not exceed the time charges for the period involved. Inability to broadcast as stated under paragraph 4 hereof shall not be considered a breach of contract
- (f) Where the Agency or Advertiser is in default in the payment of sums due under this contract and in the opinion of the Station there are other grounds for questioning the soundness of the Agency's or Advertiser's credit, the Station shall have the right in its absolute discretion to change the requirements as to the terms of payment for further broadcasting under this contract.

3 RENEWAL AND RATES.

- (a) Contract of fifty-two (52) weeks may be renewed sixty (60) days prior to termination date, for program or time period. Contracts of less than fifty-two (52) weeks may be renewed, subject to availability of facility
- (b) All rates shall be published and generally available. There shall be no secret rates, rebates or agreements affecting rates. Station agrees that the rate named in this contract is the lowest charge made for its like services other than published rates for special features. Station agrees that if at any time during the life of this contract it makes a lower rate for the same services this order shall be completed at such lower rate from that date. All provisions of this subparagraph 3(b) are and shall at all time be governed by and subject to all applicable laws.
- (c) Broadcast periods of five minutes or more shall not be combined with periods of less than five minutes for the purposes of earning frequency discounts or for rate protection, unless otherwise stipulated by the station
- (d) Anything to the contrary notwithstanding in this contract or any other agreement between the parties, station reserves the right to increase any of the rates and charges set forth on the face hereof by public announcement of a new rate card but no increase shall be

5 SUBSTITUTIONS OF PROGRAMS OF PUBLIC SIGNIFICANCE.

- (a) Station shall have at its absolute discretion the right to cancel any broadcast or portion thereof covered in this contract in order to broadcast any program which is considered to be of public significance or in the public interest. In such cases, station will notify agency in advance where reasonably possible, otherwise station will notify agency within the first normal working day following the cancellation
- (b) If Agency and Station cannot agree on a satisfactory substitute day and time, broadcast time so pre-empted shall be deemed cancelled without affecting rates, discounts or rights provided under this contract, except that Agency shall not have to pay for the cancelled broadcast. Notwithstanding this, however, if the program, substituted by Station is sponsored, Station shall pay to Agency actual non-cancelable live not talent cost incurred by Agency for production of the live program (not filmed nor recorded) in the originally scheduled time, and the reasonable allocated print or rental cost of film scheduled for the cancelled broadcast, if not usable for future scheduling. Such charges shall not exceed the time charges for the period involved. Station shall not be responsible for reimbursing Agency for live talent costs, provided that it notifies Agency of such cancelled broadcast more than two (2) weeks in advance thereof, or prior to the time at which Agency must, under terms of any contract existing with a labor union, notify such union of the cancellation whichever be longer.

6 MATERIAL PROVISIONS AND SHIPMENT.

- (a) Should station fail to receive broadcast material, including instructions, at least five (5) days prior to broadcast time, not including Saturdays, Sundays and holidays, station shall notify agency. If station has not notified agency as aforesaid, Agency shall not be liable to pay for the Broadcast Time. If such material and broadcast instructions do not arrive at station forty-eight (48) hours prior to broadcast, after station has notified agency, station may bill agency for time contracted. Station will exert all reasonable effort to obtain and broadcast material received from agency despite late shipment and receipt.
- (b) All materials for broadcast supplied by agency or client, is subject to station approval, and station is expressly authorized to reject such material in its discretion including the right to reject for unsatisfactory video or audio technical quality. When the material is unsatisfactory, station will notify agency or client by giving reason for rejection, and unless agency or client furnishes satisfactory material seventy-two (72) hours prior to broadcast time, or notifies station that such material will be available forty-eight (48) hours prior to broadcast time, station shall have the right to supply substitute material, or in the case of announcements to broadcast non-commercial material. In each case station may charge for contracted time.
- (c) Unless otherwise noted on face hereof, all program material including talent and commercial announcements shall be furnished by agency, and all expense connected with delivery thereof to station and further shipment from station, if directed by agency, shall be paid by agency

7 LIABILITIES.

- (a) The Agency agree to indemnify and save harmless the Station, its agents, servants and employees, against all a liability for defamation a trade practice, infringement of trade marks, trade names or program titles violation of rights of privacy, infringements of copyrights and proprietary titles and all other claims and demands resulting from the broadcast of any material furnished by the Agency
- (b) Station will hold and save agency harmless against all such liability described in sub-paragraph (a) above on material furnished by station, and in the case of material furnished by agency on musical composition performed in non-dramatic form, the unrestricted right for performance of which is licensed for broadcasting by a musical licensing corporation of which the station is a licensee
- (c) Agency shall obtain clearance in accordance with the Food and Drug Act, the Advertising Standards Council and regulations of the Canadian Radio-television and Telecommunications Commission for all commercials required to obtain such clearance. Agency will furnish station the registration number, at least seventy-two (72) hours prior to broadcast, of all commercials coming within the jurisdiction of this aforementioned Act and regulations. Agency will hold and save harmless the station from any prosecution due to non-conformity with this Act or regulations, or in connection with the furnishing of registration
- (d) At the time Agency supplies traffic instructions for Broadcast Time, agency shall also supply Station with dates of talent cycles for each commercial
- In the event that other than because of the negligence error or oversight of Station any subsequent use payments are required by any union or performer involved in the supply of commercial announcements covered by this contract, Agency accepts full responsibility for all expenses incurred in connection with negotiations involved or payments required, or both, and further agrees to hold and save Station harmless against any or all liability resulting from such demands. If, as a result of the negligence, error or oversight of Station any subsequent use payments are required by any union or performer as aforesaid, station accepts full responsibility for all expenses incurred in connection with negotiations involved or payments required or both and Station further agrees to hold and save Agency harmless against any or all liability resulting from such demands. Failure on the part of the agency to supply dates to talent cycles shall absolve the station of all liability resulting from incorrect play

8 GENERAL.

- (a) Wherever the word "station" occurs in this contract it shall be understood to mean and include "network" in any case where the provision of time and a service is made by a network.
- (b) This contract is subject to all terms of licenses held by all parties hereto, and to all federal, provincial and municipal laws and regulations of the Canadian Radio-television and Telecommunications Commission and to the laws and regulations of any branch of Government authorized to exercise jurisdiction relative to licensees of broadcasting transmitting undertakings in force now or in future
- (c) Subject as aforesaid this contract, together with any rights under it, may not be assigned or transferred without prior consent of station. In writing nor may station be required to broadcast there under for any advertiser other than Chat named on the face of this contract. Failure of station to enforce any of the provisions herein with respect to the breach thereof shall not be construed as a general relinquishment or waivers as to that provision
- (d) Station will exercise normal precautions but assumes no liability for loss of damage to program material or other property furnished by agency. Station will not accept or process mail, correspondence or telephone calls in connection with broadcasts without prior approval. Such approval will be at the sole risk of agency and subject to reimbursement by agency for all expenses incurred
- (e) Unless otherwise stated herein, all notices provided hereunder shall be in writing and shall be given either by registered mail, or by delivering same, addressed to the station, agency or advertiser at the address contained on the face of the contract. Any such notice, if mailed shall be deemed to have been received upon the expiration of forty-eight (48) hours after the same was posted and if delivered shall be deemed to have been received on the day on which was delivered