



2017 Rate Schedule Terms Of Agreement *prices subject to change

www.GospelMusicOmaha.com

support@GospelMusicOmaha.com

Gospel Music Omaha Office of Media Advertising

5829 N 60th St, Omaha NE 68104

Gospel Music Omaha TERMS OF AGREEMENT

PAYMENT FOR ANY SERVICES INDICATES AGREEMENT WITH ALL THE TERMS AND PROVISIONS AS STATED BELOW.

SUBMISSION REQUIREMENTS

- Final script or files for underwriting announcements must be received two business days prior to broadcast.
- All radio commercials must be submitted in MP3 or WAV format.
- Upon signing of this agreement, please scan and email to support@GospelMusicOmaha.com or mail to 5829 N 60th St, Omaha NE 68104.
- Please email all ad graphics to support@GospelMusicOmaha.com.
- Send online payments to GospelMusicOmaha.com/advertising/.

TERMS OF PAYMENT

- All payments are pre-paid and non-refundable. Gospel Music Omaha accepts cash, Paypal, Visa and MasterCard. A \$25 fee will be charged for all returned payments.
- Gospel Music Omaha and Advertiser agree that extensions to the term will be by mutual agreement. To begin, Advertiser shall pay to Gospel Music Omaha 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.
- When credit card payments are available, Advertiser authorizes Gospel Music Omaha to process an automatic charge of one month's payment monthly until cancelled.
- Advertisers 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 advertising and 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.
- Advertisers must have been in business three years and submit a credit application before receiving an approved credit account. Gospel Music Omaha may extend or deny a credit account at its sole discretion.
- Rates are subject to change. Credit can be revoked at any time at Gospel Music Omaha's discretion. Gospel Music Omaha does not grant refunds for any ad.

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).

CREDIT ADJUSTMENT

- All questions relative to charges should be directed to either the particular medium's 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. Advertisers will be charged for the difference in rates should the annual agreement not be met. It is the advertiser's responsibility to use all advertising within the one-year agreement. There will be no refunds.

COSTS OF COLLECTION

- In the event the advertiser 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 advertiser 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 audio and banner advertising and schedules is subject to this written agreement between Advertiser and Gospel Music Omaha. Every effort will be made by Gospel Music Omaha to afford advertising in the position desired; however, under no circumstances is position guaranteed and ads must be paid for regardless of position.
- In spite of our best efforts, copy errors occasionally occur in material we typeset for our advertisers. 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.

CANCELLATION

- Gospel Music Omaha 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 Gospel Music Omaha at any time. 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 Advertiser will not be refunded if Advertiser cancels contract.

RIGHT TO REFUSE UNACCEPTABLE ADVERTISING

- Gospel Music Omaha reserves the right to reject any ad for any reason in its sole discretion.
- Gospel Music Omaha 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 Gospel Music Omaha's Web Site. Gospel Music Omaha 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 Gospel Music Omaha immediately if Advertiser 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 that it deems to be inappropriate.
- Advertisements that discriminate on the basis of race, ethnicity, creed, color, disability, age or gender will not be accepted.
- Advertisements that Gospel Music Omaha deems false or misleading will be rejected.
- Advertisements for products, services or promotions that are illegal in the state of Nebraska will also be rejected.
- The advertiser and/or advertising agency assumes liability for all content (including text and illustrations) of ads printed in our websites 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 advertiser.
- 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. Media assumes no liability for failure to publish an advertisement or for the financial loss of business due to that failure.

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 Gospel Music Omaha's advertising standards; and that it holds the necessary rights to permit the use of the Advertisement and Link by Gospel Music Omaha 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 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 Advertiser's breach of any of the foregoing representations and warranties. Advertiser agrees to request that Gospel Music Omaha 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 Gospel Music Omaha 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 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 Advertiser with usage or listener statistics.

GENERAL POLICIES

- Advertiser 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.