CUSTOMER ADVERTISING & PROMOTION AGREEMENT

Clear deliverables. Clear approvals. Better customer service.

Client / Business	_____
Primary Contact	_____
Email / Phone	_____
Campaign Start / End	_____ / _____
Package / Service	_____
Total Campaign Fee	$_____

1. Purpose & Service Commitment

This Agreement sets the expectations between KVMJ Charlotte Hott Radio ("Station") and the customer identified above ("Client") for advertising, promotional, sponsorship, digital, or related media services. The Station will provide the services selected in the Campaign Order and will communicate material schedule changes, required approvals, and delivery issues in a timely manner.

2. Campaign Order - What the Client Is Buying

Deliverable	Qty / Frequency	Placement / Channel	Dates / Term	Price

Special instructions / exclusions: _____

3. Client Materials, Deadlines & Approvals

- Client will provide accurate copy, logos, images, links, offers, pricing, disclaimers, music, voiceover instructions, and other required assets by the deadline agreed for the campaign.
- Unless otherwise stated in the Campaign Order, Client should submit materials at least 5 business days before the requested launch date. Late or incomplete materials may move the launch date without creating a refund obligation for time the Station could not reasonably perform.
- The Station may provide a proof or draft when the service requires creative production. Client is responsible for reviewing names, prices, dates, links, spelling, claims, and contact information before approval.
- Client approval by email, text, electronic signature, or other written method authorizes publication/airing of the approved material. Changes requested after approval may affect the schedule or create an additional fee if they materially change the approved work.

4. Revisions & Creative Services

Unless the Campaign Order states otherwise, custom creative work includes up to two reasonable revision rounds per deliverable. A revision round means one consolidated set of changes. Corrections required because the Station did not follow the approved instructions do not count against the revision limit. Additional redesigns, new concepts, or changes outside the original scope require Client approval of any added fee before work begins.

5. Scheduling, Airing & Make-Goods

The Station will use commercially reasonable efforts to air or publish the campaign according to the agreed schedule. Exact placement may shift because of programming, technical issues, emergencies, platform outages, or other operational needs. If a paid placement is missed due to the Station, the Station will provide a comparable replacement airing/placement (a "make-good") or, if a reasonable make-good cannot be provided, a prorated credit for the affected placement.

6. Payment Terms

- Payment schedule: ☐ Full payment before launch ☐ Deposit $_____ + balance $_____ due _____ ☐ Monthly $_____ due on the _____ day of each month.
- Accepted payment method(s): _____. Any processing fee must be disclosed before payment.
- Services may be paused for an overdue balance after reasonable written notice. Pausing a campaign does not extend a time-sensitive promotion unless the parties agree in writing.
- Taxes, if legally required, are additional unless the Campaign Order states they are included.

7. Cancellation, Rescheduling & Refunds

Client may request cancellation in writing. Unless a different cancellation schedule is written in the Campaign Order: (a) before creative work or placement begins, amounts paid are refundable less any non-refundable third-party costs already authorized by Client; (b) after work begins, Client is responsible for completed work, earned placements, and authorized third-party costs, with any remaining unearned balance refunded or credited; and (c) once an advertisement has aired or a digital placement has been delivered, that delivered portion is non-refundable. The parties may mutually agree to reschedule unused services instead of cancelling.

8. Customer Communication

Primary campaign contact for Station: _____ Email/Phone: _____. Primary campaign contact for Client: _____ Email/Phone: _____. Each party will promptly notify the other of changes that may affect deadlines, offers, event dates, links, or campaign content.

9. Content Standards & Client Responsibility

Client represents that submitted materials and advertising claims are accurate, lawful, and authorized for use. Client will not knowingly provide content that infringes another party's rights, is deceptive, defamatory, unlawful, or violates applicable platform rules. The Station may reject or request changes to content it reasonably believes creates legal, safety, technical, or brand-integrity concerns. If content is rejected, the Station will explain the issue and allow a reasonable opportunity to submit replacement material when practical.

10. Intellectual Property & Limited License

Client retains ownership of Client-provided trademarks, logos, photographs, copy, and other materials. Client grants the Station a non-exclusive, limited license to use those materials only as reasonably necessary to create, air, publish, promote, archive, and document the contracted campaign. Unless separately transferred in writing, the Station retains ownership of its pre-existing branding, templates, production methods, station identifiers, and original creative elements it creates. Client receives the right to use final paid-for deliverables for its own business promotion, subject to any third-party license restrictions disclosed by the Station.

11. Third-Party Platforms & Links

Social networks, streaming platforms, website hosts, payment processors, and other third-party services are outside the Station's control. The Station is not responsible for platform outages, account suspensions, algorithm changes, link failures caused by the Client or a third party, or removal of content by a platform. The Station will reasonably assist with correcting Station-controlled errors.

12. Performance Disclaimer

Advertising and promotion can increase exposure, but results vary. Unless a specific measurable result is expressly guaranteed in the Campaign Order, the Station does not guarantee sales, leads, streams, followers, website traffic, audience size, rankings, or other business outcomes. Any audience or performance figures shared by the Station should be identified as estimates or historical data when applicable.

13. Confidentiality & Privacy

Each party will use reasonable care with non-public business information received from the other and will use it only to perform this Agreement. This does not apply to information already public, independently developed, lawfully received from another source, or required to be disclosed by law. Client should not send passwords, full payment-card numbers, Social Security numbers, or other unnecessary sensitive information.

14. Indemnification

Each party is responsible for claims, losses, or expenses arising from its own breach of this Agreement, unlawful conduct, or infringement caused by materials it supplied. Client's responsibility includes claims arising from Client-provided advertising claims or content; Station's responsibility includes claims arising from Station-created material that was not supplied or specifically directed by Client. This section is subject to applicable law.

15. Limitation of Liability

To the maximum extent permitted by law, neither party will be liable to the other for indirect, incidental, special, or consequential damages arising from this Agreement. Except for unpaid fees, infringement, confidentiality obligations,

fraud, willful misconduct, or liabilities that cannot legally be limited, each party's aggregate liability will not exceed the amount paid or payable under the affected Campaign Order.

16. Force Majeure

Neither party is liable for delay or failure caused by events beyond reasonable control, including severe weather, natural disaster, widespread internet or utility failure, government action, civil emergency, labor disruption, or major platform outage. The affected party will provide notice when practical and the parties will work in good faith to reschedule or provide a reasonable substitute.

17. Independent Parties; No Exclusivity

The parties are independent contractors. This Agreement does not create an employment, agency, joint venture, or partnership relationship. Unless the Campaign Order expressly states otherwise, the arrangement is non-exclusive.

18. Termination for Material Breach

If either party materially breaches this Agreement and does not cure the breach within 10 business days after written notice, the non-breaching party may terminate the affected Campaign Order. Immediate suspension or termination is permitted when reasonably necessary for unlawful content, fraud, threats, abuse, or conduct creating a material safety or legal risk.

19. Dispute Resolution & Governing Law

The parties will first attempt in good faith to resolve disputes through direct written communication. Unless the parties agree otherwise in writing, this Agreement is governed by the laws of the State of North Carolina, without regard to conflict-of-law principles. Any court proceeding will be brought in a court of competent jurisdiction as permitted by applicable law.

20. General Terms

This Agreement, together with the signed Campaign Order and any written addenda, is the entire agreement for the covered services and replaces prior discussions about those services. Changes must be agreed in writing. Electronic signatures and counterparts are acceptable. If one provision is unenforceable, the remaining provisions remain in effect. A waiver on one occasion is not a continuing waiver.

21. Advertising Packages & Pricing

Select one package below unless a custom Campaign Order is attached. The selected package, price, term, and included services become part of this Agreement. Any additions or changes must be confirmed in writing.

☐ BEAST PACKAGE #1 - PREMIUM PARTNERSHIP
$2,400 | 7 Months (6 Paid + 1 Complimentary)
• Radio advertising • Promotional flyer • Social promotion • Professional radio shout-out • Business links • Business spotlight / bio • Video flyer • Website advertising • Premium banner placement • Creative updates

☐ BEAST PACKAGE #2 - DIGITAL BANNER

$75 / Month

- Premium website banner placement
- Month-to-month campaign

☐ BEAST PACKAGE #3 - BUSINESS PROMOTION

$400 | 6 Months

- Website banner
- Business bio / spotlight
- Radio advertising
- Professional radio shout-out

Selected Package: ☐ Beast Package #1 ☐ Beast Package #2 ☐ Beast Package #3 ☐ Custom Campaign Order

CAMPAIGN APPROVAL & SIGNATURES

By signing below, Client confirms that the Campaign Order accurately describes the services being purchased, that Client has had an opportunity to review this Agreement, and that the signer is authorized to enter into this Agreement.

Campaign / Package	_____
Campaign Dates	_____
Total Fee	$_____
Deposit / Amount Paid	$_____
Balance / Due Date	$_____ / _____

CLIENT

Printed Name / Title: _____

Signature: _____ Date: _____

KVMJ CHARLOTTE HOTT RADIO

Authorized Representative: _____

Signature: _____ Date: _____

Recommended Internal Customer-Service Practices

These operational practices are recommended for KVMJ and are not contractual promises unless added to the Campaign Order: send a welcome/receipt message after payment; provide one named campaign contact; confirm launch dates in writing; use a simple approval checklist before airing; document completed airings/posts; notify customers promptly about missed placements; and send a short completion recap with links or available performance data.

Business-use note: This revised agreement improves clarity and customer protections, but it is not a substitute for review by a North Carolina attorney, especially before using it for higher-value campaigns, recurring billing, or regulated advertising.