

RADIO STATION UNDERWRITING AGREEMENT

This agreement is made this _____ of _____, 20__ between KUHS-LP, 240 Ouachita Avenue, Hot Springs AR 71901, phone (501) 627-0711, and:

(Merchant) _____

(Address) _____

(Tele/Fax) _____

(e-mail) _____

Radio Station KUHS-LP (“the Station”) is licensed to Hot Springs, Arkansas and is authorized by the Federal Communication Commission (“FCC”) to operate its noncommercial broadcast station on an assigned frequency of 97.9 mHz. The licensee of the Station is the Board of Low Key Arts Incorporated. Pursuant to the rules and regulations of the FCC, the parties to this agreement acknowledge that the Station is permitted to broadcast underwriting and sponsorship announcements from for-profit entities, but is not permitted to broadcast commercial advertisements by for-profit entities. (In the event the above-referenced Merchant is a bona fide non-profit entity, the Station is permitted to broadcast commercial advertisements on behalf of the Merchant.)

Merchant desires to broadcast certain underwriting spots in conformity with this Agreement and all rules, regulations and policies of the FCC.

Base Rate: \$5 per mention, *Minimum of \$100 buy-in

Public Service Announcements (non-profits only)
Only \$2.50 per mention, *Minimum of \$100 buy-in

- Diamond Member Sponsorship: \$400 Monthly: Underwriting announcement aired five times each day
- Crystal Member Sponsorship: \$200 Monthly: Underwriting announcement aired twice each day of
- Bauxite Member Sponsorship: \$100 Monthly: Underwriting announcement aired once each day
- Aggregate Member Sponsorship: \$50 Monthly: Underwriting announcement aired three times a week

Member Sponsorships include “Friends of KUHS” adhesive logo to demonstrate your sponsorship and community involvement

Broadcast Schedule: For value received, (Merchant) agrees to pay, and the Station agrees to broadcast underwriting announcements as follows:

Beginning Date: _____ End Date: _____ Total Spots: _____

Specific Schedule Per Day/Week: _____

Fees and Assumed Costs: _____ Dollars (\$) per announcement for a total of _____ Dollars (\$) during the term of this Agreement, payable in full, in advance, at the time this Agreement is executed. Sponsorships will be billed quarterly, payable in advance.

In-Kind: Merchant has provided KUHS with _____, (describe in-kind

donation) valued at _____ Dollars (\$ _____), which at _____ Dollars (\$ _____) per announcement entitles Merchant to a total of _____ announcements, as set out above.

Broadcast Announcements: The Station will provide Merchant a copy of the broadcast announcement(s) governed by this Agreement. The Station has final editorial control over the content of the announcement(s) and may revise, reject or terminate any such announcement(s) in order to maintain good faith compliance with relevant FCC rules and regulations.

Confirmation of Performance: At the conclusion of this contract term, the Station will provide Merchant with a written statement verifying the dates and times that each announcement was broadcast, including the total cost thereof.

Emergency Programming: The Station retains the right to interrupt or preempt any announcement covered by this Agreement at any time in case of emergency, or to broadcast other announcements or programs, if in its editorial discretion, to do so would best advance the Station's public interest responsibilities.

Exclusive Remedy: Should one or more announcements not be run within the dates range specified or on the schedule specified, the sole remedy of the Merchant shall be to have the disputed announcement(s) run at a later date and on a similar schedule.

Governing Law: This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Arkansas and shall be performable in Garland County, Arkansas.

Entire Agreement: This is the entire agreement of the parties in regard to these matters. There are no oral agreements existing between them. Any amendments to this agreement must be in writing and signed by both parties.

Arbitration: The parties agree that any claim or controversy arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration by a single arbitrator, who shall be selected by the parties, or, if the parties cannot agree, by an arbitration service, that the arbitration shall be held in Garland County, Arkansas and that any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Binding Signature: This agreement shall only be binding on KUHS-LP when executed by the KUHS-LP Station Manger or the Executive Director of Low Key Arts.

By: _____

Printed Name: _____

Merchant's Name: _____

By: _____

Printed Name: _____

Zachary Smith, Station Manager _____