

# AMENDMENT SIXTEEN MEDIA

PO Box 260  
Cheltenham PA 19012

775-583-7525

www.Media.AmendmentSixteen.com  
info@Media.AmendmentSixteen.com

## AGENCY SERVICES AGREEMENT

<b>CLIENT INFORMATION</b>	
Client Name/Entity ("CLIENT")	
Street Address	
City, State, Zip	
Contact Name and Title	
Contact Phone	
Contact E-mail	
<b>STATION INFORMATION</b>	
Station Name/Entity ("STATION")	
Street Address	
City, State, Zip	
Contact Name and Title	
Contact Phone	
Contact E-mail	
<b>SHOW INFORMATION</b>	
Show Name	
Show Length (in minutes)	
Number of Shows in AGREEMENT TERM	
Frequency of Shows (daily, Tuesdays, etc.)	
Show Airing Time (00:00 through 23:59)	
Payment per Show	
Total Payment for AGREEMENT TERM	
Show Delivery Method: <input type="checkbox"/> Live (in studio) <input type="checkbox"/> Live (remote) <input type="checkbox"/> MP3 <input type="checkbox"/> Web	
Web address (if Web)	
<b>ADDITIONAL INFORMATION</b>	

## AGENCY SERVICES AGREEMENT

THIS AGENCY SERVICES AGREEMENT (“**Agreement**”) made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“**Effective Date**”), by and between Amendment Sixteen Limited (“**AGENCY**”) and \_\_\_\_\_ (“**CLIENT**”). **AGENCY** will secure radio time with agreed upon radio stations (“**STATION**”) on **CLIENT’S** behalf. **AGENCY** and **CLIENT** are each a “**Party**” and are collectively referred to as the “**Parties**”.

**WHEREAS**, the Parties desire to enter into a service agreement whereby **AGENCY** shall be retained to secure contracted radio time on the behalf of **CLIENT**,

**NOW, THEREFORE**, for and in consideration of the mutual covenants, benefits, and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties contract and agrees as follows:

### ARTICLE I: TERMS

1.1 Agency Obligations: **CLIENT** hereby engages **AGENCY**, and **AGENCY** hereby agrees to serve as **CLIENT’S** advertising **AGENCY** of record for securing contracted radio time. **AGENCY** is hereby authorized to purchase media on behalf of **CLIENT** as **CLIENT’S** agent, pending **CLIENT’S** approval of such purchases.

1.2 Intellectual Property: **AGENCY** agrees that the content of **CLIENT'S** broadcasts shall remain **CLIENT'S** intellectual property, and further agrees to make no claims otherwise.

1.3 Agency’s Representations and Warranties: **AGENCY** represents and warrants to **CLIENT** that: i) it has the right and capacity to enter into this Agreement and fully perform all of its obligations hereunder; ii) it shall use all commercially reasonable efforts to perform the services and obligations hereunder in a good and workmanlike manner.

### ARTICLE II: CONFIDENTIALITY

2.1 Confidentiality: **AGENCY** shall not, without **CLIENT’S** prior written authorization, reveal, or make available any confidential information or trade secrets regarding **CLIENT’S** products, business, customers, or methods of operation learned by **AGENCY** during the term of this Agreement and the six months following its termination or cancellation.

### ARTICLE III: PAYMENT

3.1 Service Fees and Media Purchases: On all media purchased by **AGENCY**, **AGENCY** shall bill **CLIENT** in advance at the published card rates, in addition to a ten percent (10%) **AGENCY** commission.

3.2 Payment: Payments will be made by **CLIENT** to **AGENCY** on a monthly basis due in advance on the First of the month. A one month Security Deposit will be due at signing and returned at the end of the **AGREEMENT TERM**.

3.3 Cancellation: This Agreement shall be canceled on a monthly basis in lieu of the payment specified in section 3.2 upon written request of any of the Parties. **Should this contract be cancelled by CLIENT before the end of the AGREEMENT TERM, the Security Deposit will be forfeited.**

## ARTICLE IV: INDEMNIFICATION

4.1 **CLIENT** and its agents, contractors, employees, successors and assigns, hereby assume responsibility for, and agree to indemnify, hold harmless, protect, and defend **AGENCY** and its respective directors, officers, agents, attorneys, and employees, from and against any and all claims, reasonable attorneys' fee, and court costs, out-of-pocket expenses, damages (including compensatory and punitive damages) and liabilities, arising from or relating to but not limited to, claims of libel, slander, piracy, plagiarism, invasion of privacy, or infringement of copyright or any other intellectual property interest arising out of the services provided by **AGENCY** or from **AGENCY'S** obligations under this Agreement. This indemnification provision shall survive the expiration or termination of this Agreement. **CLIENT** agrees to comply with all rules and regulations of the **STATION** (attached as Exhibit A) and the Federal Communications Commission's guidelines, laws, and regulations.

## ARTICLE V: TERM AND TERMINATION

5.1 Term: The term of this Agreement shall commence as of the Effective Date and shall terminate **one year** after the Effective Date ("**AGREEMENT TERM**").

5.2 Rescission: **CLIENT** agrees to comply with all Federal Communications Commission's guidelines, laws, and regulations. **CLIENT** agrees to comply with all rules and regulations of the **STATION**, said rules and regulations being attached to this Agreement as Exhibit A and made a part of this Agreement. **CLIENT** is responsible for any damage caused to the **STATION**.

## ARTICLE VI: NON-CIRCUMVENTION AND AGREEMENT NOT TO CONTACT WITHOUT CONSENT

6.1 Non-circumvention: **AGENCY** hereby agrees that its business involves, among other activities, introducing, participating, effectuating, and consummating transactions between their respective contacts, including other Parties and Affiliates (each a "Transaction"). In consideration of the foregoing, **CLIENT** hereby irrevocably agrees and warrants that it and its Affiliates shall not, directly or indirectly, interfere with, circumvent, attempt to circumvent, avoid, or bypass **AGENCY** from any Transactions between the Parties, or obviate or interfere with the relationship of **AGENCY** and its contacts for the purpose of gaining any benefit, whether such benefit is monetary or otherwise. The **CLIENT** also undertakes not to make use of any third party to circumvent this paragraph.

6.2 Agreement: **CLIENT** hereby legally and irrevocably binds themselves and guarantees that they shall not directly or indirectly contact or communicate with, or submit a request for a product or service to, any contact, entity, or institution introduced by the **AGENCY** to **CLIENT** without the prior case-by-case written approval of the **AGENCY** authorizing such contact or communication.

## ARTICLE VII: GENERAL PROVISIONS

7.1 Waiver: Except as provided for specifically herein, no delay or omission by any Party hereto exercise any right or power hereunder shall impair such right or power or be construed to be a waiver thereof. Waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provision, unless such a waiver is expressly executed by all Parties in writing.

7.2 Severability: If any party of this Agreement contravenes any applicable statute, regulation, rules, or common law requirement, then, to the extent of such contravention, such part shall be severed from

this Agreement and deemed non-binding while all other parts of this Agreement shall remain binding, so long as the material purposes of this Agreement can be determined and effectuated.

7.3 Independent Contractor: The Parties agree that the **AGENCY** is an independent contractor with regard to all services provided under this Agreement. No Party shall hold itself out as an employee or agent of the other Party. No Party has any authority to enter into any contract on behalf of the other, except as expressly provided herein.

7.4 Governing Laws and Venue: This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Any Party, who is the prevailing Party in any legal proceeding brought under or in relation to the Agreement shall be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing Party.

7.5 Jury trial: The PARTIES acknowledge their respective rights to have a trial before a jury.

7.6 Miscellaneous: All of **CLIENT'S** and **AGENCY'S** rights are subject to all federal, state, and local laws and ordinances applicable to and during the event. **CLIENT** and **AGENCY** agree to comply with all such laws and ordinances.

7.7 Entirety of Agreement: This Agreement and any Exhibits attached hereto contain the entire understanding between the Parties and supersede any prior understanding or written or oral agreements between them respecting this subject matter. There are no representations, agreements, or understandings, written or oral, between the Parties relating to the subject matter of this Agreement not fully expressed in this Agreement. Any modification or Amendment to this Agreement must be written and executed by all Parties.

7.8 Section Headings: Section Headings are for reference purposes only and shall not affect the interpretation or meaning of this Agreement.

7.9 Signatures: This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereon were upon the same instrument.

7.10 Conflicts: To the extent that there is any conflict between the main body of this Agreement and any Exhibits, the terms of this Agreement shall govern.

7.11 Notices: All notifications under this Agreement shall be sent by certified U.S. mail return receipt requested. All notifications shall be sent to:

If to **CLIENT**:

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

If to **AGENCY**:

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement as of Effective Date.

**AGENCY**

**CLIENT**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**RULES AND REGULATIONS OF THE STATION**

<TBD once a station is chosen.>

\*\*\* END \*\*\*