


http://www.spanishbroadcasting.com/termsandconditionsAO

S P A N I S H B R O A D C A S T I N G S Y S T E M



Spanish Broadcasting System

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**TERMS AND CONDITIONS OF ADVERTISING ORDERS ("Terms and Conditions-AO")**

Spanish Broadcasting System, Inc. and its subsidiaries are hereafter referred to as "Media Provider." The term "Advertiser" hereafter shall refer to and include both the party for whose benefit the material is broadcast and the advertising agency, both of whom shall be jointly and severally liable to Media Provider hereunder. The party signing this Agreement as Advertiser represents and covenants that it has actual authority to bind both the advertising agency and the party for whose benefit the advertising is broadcast. These Terms and Conditions-AO shall be deemed to apply to all broadcasts ordered by advertiser hereafter, unless these provisions are expressly substituted or cancelled by a subsequent writing signed by the parties.

1. (a) The Advertiser agrees to pay the Media Provider for this order at the office of the Media Provider within thirty (30) days from the date of the invoice, unless otherwise specified.

(b) It being agreed and understood that this advertising order is nonseverable, in the event of default by Advertiser in payment of any amount when due, such default shall cause all sums for advertising contracted herein to become immediately due and payable in full to Media Provider as agreed and liquidated damages. Advertiser acknowledges that Media Provider's commitment to perform this agreement on the rates specified, results in Media Provider's inability to alter its rates hereunder to more favorable market conditions and the inability to offer the broadcasting to others. These losses are inherently incalculable and bear a reasonable relation to Media Provider's liquidated damages in the event of a breach by Advertiser in its payment obligation. Further, such default shall excuse Media Provider from any obligation to broadcast any remaining advertising notwithstanding Advertiser's liability therefore. All sums in default shall accrue interest 18% per annum from the date of default or at the maximum interest rate allowed by law. Should timely payments not be made under any advertising contract or insertion order, they shall become immediately due and payable in full to Media Provider, Advertiser agrees to pay all collection agency fees and expenses, and other costs of collection including reasonable attorneys' fees, court costs and filing fees which may be incurred by Media Provider in pursuing and collecting payments.

(c) It is hereby specifically agreed that any default by Advertiser of this Agreement may at the option of Media Provider be deemed a default of any and all other agreements between Media Provider and Advertiser, and/or between Media Provider and any other corporation, business entity or venture managed or controlled by Advertiser, or in which any officer or director Advertiser is, at the time of such default, also an officer or director of such other corporation, business entity or venture.

2. At any time after 30 days from the start of broadcasting hereunder, and provided Advertiser is up to date in its payments to Media Provider hereunder and otherwise not in default of any of the provisions hereof, Advertiser shall be entitled to give 14 days written notice of its election to terminate and pay at a short term rate. If Advertiser provides such written notice then Advertiser shall pay all advertising ordered prior to and after such termination at double the agreed upon rate. Advertiser shall issue payment therefore within 30 days from the date of the short term rate invoice. In the event Advertiser fails to make such short term rate

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