

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. Media Provider is not obligated to return ads, ad materials, tapes, recordings, copy or any other materials to Advertiser, and Media Provider is not responsible for any damage or loss to any ads, ad materials, tapes, recordings, copy or any other materials Advertiser provides.

3. (a) If Media Provider fails to receive the ad material in time for its contemplated broadcast, Media Provider shall be excused from broadcasting the ad. In such event Advertiser shall be and remain fully liable to Media Provider as if the commercial had been broadcast. Media Provider may, but is not obligated to substitute a previous commercial in the event Media Provider has been furnished with a previous suitable commercial.

(b) Advertiser shall be conclusively deemed to have approved all ad materials for which it places a broadcast order. Advertiser shall at all times indemnify, hold and save Media Provider completely harmless against all liability of every kind resulting from the broadcast of broadcast material or information furnished or approved by Advertiser

(c) Any commercial material which Advertiser furnishes may be subject to prior approval of Media Provider. Without limitation of the foregoing, there shall be no false, deceptive, or unwarranted claims or unauthorized testimonials for any product or service; no lottery or drawing contests; no appeals for funds; no slanderous, obscene, profane, vulgar, repulsive, or offensive material; no unfair treatment of the public; no material considered unacceptable in social groups or, which in the broadcasting Media Provider's opinion, would be injurious or prejudicial to the interest of the public. In addition, Media Provider reserves the right to refuse to broadcast any material which differs in any respect from the initial material broadcast for Advertiser hereunder or any material which it deems adverse to or potentially in conflict with its format, audience, and/or any other sponsor or advertiser. Failure of Advertiser to furnish acceptable commercial material shall not relieve or excuse Advertiser of its obligation to make payment in full as if acceptable material had been furnished and broadcast.

(d) In the event this Agreement contemplates any live or remote broadcast from Advertiser's premises, or any material inviting or promoting the public to visit Advertiser's premises, then Advertiser agrees, represents and warrants that it is and shall be solely responsible to do any and all things necessary to provide for and assure that its premises, electrical circuits, fuses, wiring, conductors, panels, facilities, and equipment, of every nature, are fully compatible with and sufficient to safely handle, operate and conduct any and all broadcasting or other equipment to be utilized by Media Provider. Advertiser shall fully inspect, test, and make any appropriate repairs, modifications, replacements, adjustments, or other things, at its expense, to continually assure the foregoing. Advertiser expressly agrees to fully indemnify and hold Media Provider harmless for any loss, liability, damage, or expense caused by or in any way arising from, any accident, occurrence, damage, injury, casualty, loss, fire, electrical short, overload or malfunction at the premises, emanating therefrom or adjacent thereto. Advertiser expressly RELEASES Media Provider its subsidiaries and affiliates from any and all liability arising from or related to any accident, occurrence, damage, injury, casualty, loss, fire, electrical short, overload or equipment malfunction, at the premises, emanating therefrom or adjacent thereto, even if due in part or whole to Media Provider's negligence. Advertiser agrees, represents and warrants that Advertiser shall fully and properly supervise all broadcast from the premises and shall be solely responsible for the safe, sound and prudent conduct thereto, the safety of all persons at the premises, and strict compliance with all applicable building, health, safety, fire, and other laws, codes, standards, ordinances, and regulations.

(e) The Media Provider reserves the right to preempt, without liability, one or all of the programs and/or announcements referred to herein, or to use part or all of the time contracted herein for broadcasts of programs or events of public interest or importance (including without limitation, sports events, political programs, or news bulletins). In the event of any such preemption, Advertiser shall be excused from payment of the amount Advertiser would have paid had the broadcast not been preempted.

4. It is expressly understood and agreed that Media Provider has no duty or obligation hereunder to create, provide, assist, edit produce, write, direct, evaluate, review, approve, or otherwise participate in the creation, production, direction, writing, evaluation, review, or approval of any of the advertising published, broadcast or otherwise used or disseminated by or for Advertiser. Advertiser understands and agrees that Media Provider will fully rely upon Advertiser concerning the truth and accuracy of the advertising material contemplated to be broadcast, published or otherwise disseminated to the public. Advertiser also understands that Media Provider will fully rely upon Advertiser concerning the right, title, ownership and interest of Advertiser to make any statement or use any likeness, idea, name, endorsement, slogan, license, copyright, patent trademark, tradename, service mark or other representation, symbol, name or likeness to promote Advertiser or its merchandise. Advertiser, represents and warrants to Media Provider that all materials to be published or otherwise utilized for its advertising hereunder are complete accurate and truthful and that Advertiser owns, holds or otherwise possesses any and all necessary rights, title, interest, licenses, patents, copyrights, trademarks, tradenames, service marks and other things required to utilize the advertising materials and the contents thereof. Media Provider shall have no duty or obligation to seek, provide, assure or otherwise participate in the compliance by the advertising of any and all applicable legal requirements, advertising standards, rights or interests of others, ordinances, codes, or other regulations in any respect. Advertiser agrees to defend, fully indemnify and hold Media Provider harmless from the claim of any third party related to, arising from or connected with the truth or accuracy of the advertising, and/or the right of Advertiser to use the advertising material and/or the use or dissemination thereof. In the event any third party asserts to Media Provider that Advertiser is not or may not be entitled to use any advertising material, Media Provider shall be entitled to refrain from the broadcast of such material without any liability to Advertiser therefore, regardless of the merit or lack of merit of such third party assertions. Advertiser shall remain liable to Media Provider for payment for all commercial broadcasts which otherwise would have been broadcast hereunder unless and until such third party assertions have been discharged to Media Provider's satisfaction.

5. All broadcasting hereunder is subject to the terms of the Media Provider license, all applicable federal, state, or municipal laws or regulations now or hereafter in force and regulation by all such commissions or other governmental bodies or authorities presently or hereafter constituted as may apply.

6. Except for the event of default by Advertiser in payment of any amount when due and Media Provider's subsequent rights thereto as outlined in paragraph 1(a) through 1(c) of these Terms and Conditions, any other controversy or claim arising out of or relating to this Agreement, or any breach thereof shall be settled by arbitration conducted and in accordance with the commercial arbitration rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) maybe entered in any court having jurisdiction thereof. Advertiser expressly and irrevocably consents to in personal jurisdiction over it and its venue to confirm, modify, correct or enforce such arbitration award.

7. In no event shall Media Provider be liable to Advertiser for any unexcused breach of this Agreement by Media Provider, for any damages in excess of the amount paid by Advertiser to Media Provider hereunder plus 15% of said amount. Advertiser acknowledges this limitation to damages for Media Provider's contractual liability. Advertiser expressly acknowledges and agrees that Media Provider shall not be liable for compensatory, indirect, consequential, punitive or special damages to Advertiser, its agents, employees, guests, invitees or licensees, even if caused by the negligence of Media Provider, and the Media Provider is expressly released by Advertiser hereby from any such liability.

8. It is hereby specifically agreed that if Advertiser is not a natural person, i.e., a corporate entity, partnership, trust, foundation, etc. then the person signing this Agreement for Advertiser is and shall be deemed jointly and severally and personally liable to Media Provider for each and every obligation of Advertiser to Media Provider in this Agreement, without a separate signature. Notwithstanding, a representative designation, office, or description, accompanying the signature for Advertiser, such signature shall be conclusively deemed to accept and ratify this paragraph and the individual liability of the signer for the obligations of Advertiser to Media Provider hereunder.

9. Advertiser acknowledges that its decision to enter into this Agreement is based upon Advertiser's independent judgment, determination and investigation. Advertiser acknowledges that in entering into this Agreement it is not relying upon any promise, representation, assurance, statement or inducement made by Media Provider, its agents, employees or representatives, other than as expressly contained herein. This Agreement constitutes and contains the entire, complete and integrated Agreement of the parties. Further, no change, modification or discharge of any or all the terms and provisions hereof shall be effective unless in writing and signed by Advertiser and Media Provider. This contract shall be construed in accordance with its respective State laws. All notices hereunder shall be given in writing and deemed given upon the date of sending thereof. Advertiser's rights under this contract are not transferable without the consent of the Media Provider in writing. The failure of Media Provider to enforce any of the provisions of this Agreement with respect to a material breach thereof, in any instance, shall not be construed as a general relinquishment or waiver of any right under this Agreement, and this Agreement shall remain in full force and effect thereafter at Media Providers' will.