



CREDIT APPLICATION

CREDIT AMOUNT APPROVED	_____
DATE:	_____
APPROVER:	_____

DATE: _____ CREDIT REQUESTED: _____

ACCOUNT EXECUTIVE: _____ SCHEDULE DATES: _____

FULL LEGAL COMPANY / CORPORATE NAME: _____

DBA(S): _____

ADDRESS: _____ CITY/STATE/ZIP: _____

EMAIL ADDRESS: _____ PHONE, FAX: _____

FEDERAL TAX ID: _____ D&B Number: _____

NAME OF OWNER/PRINCIPAL: _____ TITLE: _____

ACCOUNTS PAYABLE CONTACT: _____

NAME PHONE /FAX EMAIL

TYPE OF BUSINESS (Check One): _____ Advertising Agency _____ Media Buying Service _____ Direct Advertiser

YRS IN BUSINESS: _____ Check One: _____ Proprietorship _____ Partnership _____ Corporation

ANNUAL SALES: \$ _____ NUMBER OF FT EMPLOYEES: _____ PUBLIC COMPANY (YES/NO)? _____

BANK REFERENCES:

NAME/LOCATION/ADDRESS PHONE # CONTACT NAME

NAME/LOCATION/ADDRESS PHONE # CONTACT NAME

MEDIA or TRADE REFERENCES (AT LEAST 3 ARE NEEDED):

Company Name Contact Address City State Zip Phone/Email

Company Name Contact Address City State Zip Phone/Email

Company Name Contact Address City State Zip Phone/Email

Hubbard Radio Cincinnati, LLC Credit Terms: Payment is due within 30 days of invoice date. If terms are not met, Hubbard Radio Cincinnati, LLC reserves the right to refuse new orders and to notify the advertiser of the status of the account. If payment is not received, responsible party named above agrees to pay all costs and expenses of collection, including interest, court costs and attorney's fees. In the event that the applicant does not meet Hubbard Radio Cincinnati, LLC credit requirements, a schedule may be placed by submitting cash in advance. The scheduled amount must be paid by creditcard, cashier's check, or business check (with sufficient time to clear the bank prior to the start of the schedule).

Joint and Several Liability: Notwithstanding to whom bills are rendered, Advertiser, Agency and MediaBuying Service, jointly and severally, shall remain obligated to pay to Hubbard Radio Cincinnati, LLC the amount of any bills rendered within the time specified and until payment in full is received by Hubbard Radio Cincinnati, LLC. Payment by Advertiser to Agency or to Media Buying Service, or payment by Agency to Media Buying Service, shall not constitute payment to Hubbard Radio Cincinnati, LLC. In the event of delinquency, Agency and Advertiser are jointly and severally liable for collection costs including interest and reasonable attorney's fees.

I affirm that the provided information is true and correct and I have read and agree to the credit terms as stated, and that I am authorized to enter into this agreement on behalf of the advertiser. Further, I authorize Hubbard Radio Cincinnati, LLC to obtain such data as would pertain to the agency/advertisers credit and financial responsibility including information pertaining to the above listed bank accounts.

Name Signature Date Title

STANDARD TERMS FOR BROADCAST & DIGITAL PLACEMENT ORDERS

Broadcast and digital placement orders placed with radio stations/websites operated by Hubbard Radio Cincinnati, LLC, a Delaware corporation, are subject to the following terms and conditions:

1. *Payment*

(a) **Terms.** Payment terms are net thirty (30) days. Past due amounts shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, calculated from the date payment was due until the date payment is received, regardless of whether before or after judgment.

(b) **Joint and Several Liability.** Hubbard may hold the advertiser that is the subject of the advertisements covered by the broadcast order and any person or entity acting on behalf of the advertiser, such as the advertiser's advertising agency, (collectively, "Client") jointly and severally liable for any amounts due as a result of advertisements broadcast &/or displayed by Hubbard.

(c) **Materiality.** Date of payment is material in all cases. Failure to make timely payment may result in the suspension of performance by Hubbard.

(d) **Right to Modify.** Hubbard shall have the right to modify the terms of payment if Client's creditworthiness is materially impaired, as determined by Hubbard in its sole discretion.

(e) **Billing.** Hubbard will bill at monthly intervals unless otherwise arranged. Invoices shall be in accordance with Hubbard's logs and shall be deemed correct unless proven otherwise.

(f) **Taxes.** Client shall be responsible for and shall timely pay all taxes of any kind or nature, but excluding taxes on the income of Hubbard, due as a result of advertisements broadcast and/or displayed by Hubbard on behalf of Client.

(g) **Returned Check Fees.** In addition to any remedies that may be available at law or in equity, Hubbard may impose a service charge of \$50.00 on Client if a check or payment of Client is returned for insufficient funds.

(h) **Disputes.** Hubbard must be notified within fifteen (15) days of the date of invoice if Client disputes any portion of the invoice, otherwise the invoice will be considered accepted by Client as correct and payable in full. Review of disputes raised beyond the fifteen (15) day period will be at the sole discretion of Hubbard. Client shall timely pay the undisputed portion of a disputed invoice. Client shall timely pay amounts owed on adjusted invoices. Unpaid amounts hereunder shall be subject to interest charges as provided above.

2. Cancellations. Hubbard and Client may each cancel broadcast orders without cause on fourteen (14) days' advance written notice leading into the next full month of service.

3. Breach. Hubbard shall have the right to cancel a broadcast &/or digital placement order at any time on default by Client in the payment of invoices or other material breach of the terms hereof. On such cancellation, all charges for broadcasting and/or digital placement provided hereunder and not paid shall become immediately due and payable.

4. Inability to Broadcast. Hubbard shall not be liable to Client if Hubbard is unable to broadcast and/or place advertisements due to public emergency or necessity, an event of force majeure, restrictions imposed by law, acts of God, labor disputes or any other cause beyond Hubbard's control, including mechanical breakdown.

5. Preemptions. Hubbard shall have the right to preempt advertisements placed by Client in order to broadcast a program that Hubbard deems to be of public significance. In such event, Hubbard shall give Client as much notice as is commercially reasonable and provide client make good advertisements or a pro rata reduction in the amount due from Client.

6. Production. Unless otherwise agreed by Hubbard and Client, Client shall deliver its advertisements in a form ready for broadcast &/or display, and Client shall pay all expenses incurred in connection with the production and delivery of its advertisements. If Client fails to deliver advertisements to Hubbard at least twenty-four (24) hours prior to the date of broadcast &/or display (or by the close of business on the day immediately prior to weekends or holidays), Hubbard shall have the right to broadcast substitute advertisements, if available, and Client shall remain obligated to pay for the use of the broadcast time.

7. Approval of Material. All materials submitted by Client for broadcast &/or digital placement by Hubbard are subject to approval by Hubbard. Hubbard shall have the right to edit or reject any materials that do not meet Hubbard's standards for content and/or technical quality, as determined by Hubbard in its sole discretion. In addition, Hubbard shall have the right to broadcast substitute advertisements, if available, and Client shall remain obligated to pay for the use of the broadcast time.

8. Ownership. As between Client and Hubbard, Client shall be deemed the owner of all materials delivered by Client for broadcast &/or display by Hubbard, and Hubbard shall be deemed the owner of all materials produced by Hubbard in connection with the broadcast &/or display of advertisements on behalf of Client.

9. *Miscellaneous*

(a) **Broadcast Times.** Hubbard shall perform the broadcasts &/or digital placement covered by the order on the days and approximately the times set forth therein.

(b) **Handling of Materials.** Hubbard shall have no liability for loss or damage to materials supplied by Client, except to the extent caused by the gross negligence or willful misconduct of Hubbard.

(c) **Assignment.** Client shall not assign or transfer its obligations under a broadcast and/or digital placement order without the prior written consent of Hubbard, nor shall Hubbard be required to perform under a broadcast and/or digital placement order for the benefit of any third party.

(d) **Applicable Law.** Broadcast orders shall be governed by and construed in accordance with the Communications Act of 1934, as amended, the rules and regulations of the Federal Communications Commission. The substantially prevailing party in any suit, action or proceeding brought in connection with a broadcast order shall be entitled to payment by the other party of all attorneys' fees, collection costs, court fees and other expenses incurred by the substantially prevailing party, regardless of whether incurred before or after judgment.

(e) **Waiver.** No waiver of any breach of a broadcast and/or digital placement order by either party shall constitute a waiver as to any future breach.