

10/24/17

Res. 19572



:MTA #

Station: CLUSTER

Master Trade Agreement

Section 1 - Advertiser Information

Date: 10/6/2017

Corp Partnership Individual

* Advertiser Name: JACKSON COUNTY PARKS + REC

Tax ID #:

Agency Name:

To be Logged As:

Street (not P.O. Box): 22807 WOODS CHAPEL ROAD

City, State Zip: BLUE SPRINGS, MO. 64015

Mailing Address: SAME

City, State Zip: SAME

Phone Number:

Fax Number:

Contact Name: MARCY CALDWELL

OR MICHELE NEWMAN

Acct Exec Name: RICH DEUTSCH

AE#:

* Advertiser information must always be the company that the exchange of goods will be with.

Section 2 - Agreement Specifics

Airtime \$: 23,000 Valid from: 1/1/2018

Non-commissionable

Goods/Services \$: 23000 Valid from: 1/1/2018

Valid to: 12/31/2018

1 yr maximum

Valid to: 12/31/2018

1 yr maximum

Product to be Advertised:

Goods/Services to be rendered by Station:

Jackson County Parks + Rec events as needed

Christmas in the Sky event ownership

Section 3 - Terms & Conditions

Station agrees to furnish to Advertiser the broadcast advertising set forth herein upon the terms and conditions contained in Station's Radio Broadcast Agreement except as modified herein. In order to place a particular advertising schedule hereunder, Advertiser shall execute a Standard Radio Broadcasting Agreement, which agreement shall specifically reference this Master Trade Agreement. The rates for such broadcasting advertising shall be those set forth herein, or if no particular rates are set forth, shall be the prevailing rates set by Station for cash advertisers at the time of each broadcast. Any talent, announcer or production charges in connection with broadcast advertising shall be paid separately by client in cash upon receipt of Station's invoice. Station will use its' best efforts to broadcast advertising in accordance with the schedule requested by Advertiser, but all advertising placed pursuant to this agreement is subject to preemption in favor of cash advertising. Stations will make good preemption at the next available time, to which make goods Advertiser hereby consents. All broadcast time made available to Advertiser hereunder must be utilized by Advertiser by the "end date" set forth herein or one year from the date of this agreement, whichever occurs first, or the same shall lapse without further notice or consideration, except only that advertising ordered to run within the said period which is preempted by Station. No exception to the foregoing will be binding on Station unless signed in writing by the President or Controller of Station. Station will not pay any advertising commission on broadcast time purchased hereunder and Advertiser shall indemnify, defend and hold harmless Station for any and all claims, demands, costs or expenses, including reasonable attorney's fees arising out of a claim by any person for a commission in connection herewith. Advertiser agrees to supply Station the goods /services that are described herein in exchange for the Broadcast Advertising specified herein, all in accordance with the terms and conditions contained herein. Advertiser shall only deliver goods or services hereunder and upon delivery of such goods or services shall receive a copy of the Merchandise Tracking receipt. Advertiser shall submit to Station monthly invoices itemizing goods and services provided hereunder during the previous month. Failure to provide such invoice shall constitute a waiver by advertiser of any claim for credit for such goods and services. Advertiser may only use the broadcast time purchased hereunder for Advertiser's business and may not transfer or assign its' right hereunder without written consent of Station official. Station may assign its rights or obligations to any successor of its' FCC broadcast license and upon acceptance in writing of the terms and conditions hereof by successor licensee. Station shall be relieved from any further liability or obligation hereunder. The value or price of the goods or services to be delivered hereunder shall be determined in accordance with the method specified in this agreement, or in the absence of a specific valuation method, the value or price shall be the average price offered to Advertiser's cash customers for the same or similar goods or services in the 30 days preceding the date of this agreement. Unless specifically stated to the contrary herein, Advertiser shall be responsible for and shall pay all sales, use, gross receipt or similar tax or levies of any governmental body imposed on the transaction. Advertiser warrants that the goods and services provided hereunder shall be merchantable and/or will be performed in a workmanlike manner and will be fit for Station's intended use. Advertiser agrees to indemnify and holds Station harmless from any and all claims, demands, judgments, costs or expenses of any kind, including reasonable attorney's fees, arising out of any breach of warranty or defective goods or services regardless of whether any act or omission of Station or its' employees, agents or servants contributed in any way thereto. The terms and conditions contained herein shall apply to all purchases of goods and services hereunder by Station and no misunderstanding, agreement, term, condition, course of dealing or trade custom at variance herewith shall be binding on Station. Any prior terms in Advertiser's documents are specifically objected to and rejected. Advertiser shall accept this contract by written acceptance hereof or by commencing any work or deliveries in pursuance of this order or by utilizing any broadcast advertising hereunder. Any proposal for additional or different terms is objected to and shall not operate as a rejection of this contract and this contract shall be deemed accepted by Advertiser without said additional or different terms. If this contract is deemed an acceptance of a prior offer by Advertiser, such acceptance is expressly conditioned on Advertiser's assent to any additional or different term contained herein.

OCT 23 2017

The following agree that the Terms and Conditions have been acknowledged, read, understood, and agreed upon.

By signing this agreement, both parties consent and agree to be legally bound by the terms set forth above.

STATION: _____

ADVERTISER: _____

OFFICIAL TITLE: MARKET MANAGER -VP

OFFICIAL TITLE: Frank White, Jr., County Executive

Must be signed by Station VP or General Manager

Must be signed by Owner or Legal Officer

DATE: 10-16-17

DATE: 10-11-2017

ATTEST:

Marcy Spino
Clerk of the County Legislature

APPROVED AS TO FORM
W. Stephen High
County Counselor



Trade Contract Authorization

Date: 43014

Station: CLUSTER [x] AM [x] FM

Account Executive: RICH DEUTSCH

Contract Type: Regular Trade [] Recipocal [x] Cash Combination []

Is Trade necessary to secure cash buy: N/A Cash Amount: N/A

Advertiser: JACKSON COUNTY PARKS + REC

Address: 22807 WOODS CHAPEL ROAD/ BLUE SPRINGS, MO 64015

Agency: Agency Commission: [] No [] Yes paid by Cash [] Yes paid by airtime

Address:

Client or Agency Contact: MARCY CALDWELL

Gross Contract Amounts: Station Receives: \$ 23,000.00 Client Receives: \$ 23,000.00

Station to furnish Air-Time: Start Date: 1/1/2018 End Date: 12/31/2018

Description of merchandise and/or goods and services station receives: Christmas in the Sky event ownership

Merchandise/Service Availability: Start Date: 1/1/2018 End Date: 12/31/2018

Comments or additional information:

Station Authorizations:

Account Executive Date

Sales Manager Date

Business Manager/Controller Date

Market Manager Date