



RADIO STATION WHMV-LP UNDERWRITING CONTRACT

This agreement is made this _____ of _____, 20____ between WHMV-LP / Mohawk Valley Radio Group, Inc. 100 East Main St #40, PO Box 97 Mohawk, New York 13407-0097 (Telephone: 315-939-8975) and:

Merchant Name: _____ Merchant Email: _____

Business Name: _____ Business Address: _____

Business Phone: _____ Business Slogan: _____

Radio Station WHMV-LP ("the Station") is licensed to Mohawk, NY and is authorized by the Federal Communication Commission ("FCC") to operate its noncommercial broadcast station on an assigned frequency of 97.5 Mhz. The licensee of the Station is the Mohawk Valley Radio Group, Inc. Pursuant to the rules and regulations of the FCC, the parties to this agreement acknowledge that the Station is permitted to broadcast underwriting and sponsorship announcements from for-profit entities, but **is not permitted to broadcast commercial advertisements by for-profit entities**. However, in the case of a bona fide non-profit entity the Station is permitted to broadcast commercial advertisements on behalf of that bona fide non-profit entity.

Merchant desires to broadcast certain underwriting acknowledgements as described in the Sponsorship/Underwriter Information Form and in conformity with this Agreement and all rules, regulations and policies of the FCC and/or Merchant desires to schedule non-broadcast promotional advertising with the Station.

Broadcast Schedule: For value received, (Merchant) agrees to pay, and the Station agrees to broadcast underwriting acknowledgements as follows:

Beginning Date: _____ End Date: _____

√ <u>Support Donation</u>	<u>Total Acknowledgements</u>	<u>Acknowledgements in 6:00AM-6:00PM Time Slot</u>	<u>Acknowledgements in 6:00PM-6:00AM Time Slot</u>
<input type="checkbox"/> \$25	30/Month	15/Month	15/Month
<input type="checkbox"/> \$50	60/Month	30/Month	30/Month
<input type="checkbox"/> \$100	120/Month	60/Month w/website scroll	60/Month w/website scroll

Fees and Assumed Costs: Our introductory rate is 0.83333 Dollars (\$ 0.83333) per twenty second announcement as described above for broadcast acknowledgement of your support for a grand total of _____ Dollars (\$ _____) during the term of this Agreement, payable in full, in advance, at the time this Agreement is executed. The Station may pay a percentage of the total amount as a commission to the underwriting representative assigned to the Merchant named above.

Broadcast Announcements: The Station will provide Merchant a copy of the broadcast announcement(s) governed by this Agreement. The Station has final editorial control over the content of the announcement(s) and may revise, reject or terminate any such announcement(s) to maintain good faith compliance with relevant FCC rules and regulations.

Confirmation of Performance: Upon the conclusion of this contract term, the Station will provide Merchant with a written statement verifying the dates and times that each announcement was broadcast, including the total cost thereof.

Emergency Programming: The Station retains the right to interrupt or preempt any announcement covered by this Agreement at any time in case of emergency, or to broadcast other announcements or programs, if in its editorial discretion, to do so would best advance the Station's public interest responsibilities.

The Station: _____ (Merchant's Name): _____

By: _____ Signature By: _____ Signature

Printed Name: _____ Printed Name: _____

Date: _____ Date: _____

This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of New York and shall be performable in Herkimer County, New York. This is the entire agreement of the parties regarding these matters. There are no oral agreements existing between them.

Mohawk Valley Radio Group, Inc. is a 501(c)(3) not-for-profit corporation, EIN # 46-4097571; Contributions, underwriting and sponsorships are tax deductible as permitted by law. Consult your tax advisor for more information.