



TELE IBO

WDGT-LD 24, MIAMI

AIR-TIME CONTRACT

This Contract for Advertising Services is made effective as of _____, by and between **TELE IBO** (COMPANY), and

Rep _____ (CUSTOMER)

Company: _____

Street _____, City _____

State/ZIP _____ PHONE _____

1. DESCRIPTION OF SERVICES. Beginning on _____ **TELE IBO** will provide _____ with the following services (collectively, the "Services"):

HDTV CHAN 24, WDGTV, MIAMI	_____	ONLINE: WWW.TELEIBO.COM	_____	FACEBOOK	_____
INFOMERCIAL (AIRTIME)	_____	ADVERTISING SPOT(S)	_____		
START DATE	_____	END DATE	_____		
TIMES		1) _____ 2) _____ 3) _____ 4) _____ 5) _____ 6) _____ 7) _____ 8) _____ 9) _____			
DAYS		SUN ___ MON ___ TUE ___ WED ___ THU ___ FRI ___ SAT ___			
LENGTH		30 SEC _____ 60 SEC _____ 30 MN _____ 60 MN _____ OTHER _____			
VIDEO PRODUCTION:	_____	RATE:	\$ _____		
REMARKS:	_____				

2. PAYMENT. Payment shall be made to TELE IBO **15 days** prior to airtime or production.

Customer shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if CUSTOMER fails to pay for the services when due, TELE IBO has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

3. TERM. This Contract will terminate automatically upon completion by TELE IBO of the Service required by this Contract.

4. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the “work product”) developed in whole or in part by TELE IBO in connection with the Services will be the exclusive property of TELE IBO. Upon request, CUSTOMER will execute all documents necessary to confirm or perfect the exclusive ownership of TELE IBO to the work product.

5. CONFIDENTIALITY. Contracts contents are confidential. TELE IBO/CUSTOMER’s, and their employees, agents, or representatives shall not at any time or in any manner, either directly or indirectly, use for their personal benefits, or divulge, disclose, or communicate in any manner, any information that is proprietary to COMPANY. TELE IBO/CUSTOMER and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by TELE IBO/CUSTOMER of these confidentiality obligations which allows TELE IBO/CUSTOMER to disclose confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences. The information cannot be used to compete against the interests of TELE IBO.

6. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

7. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 15 (**Fifteen**) days from the effective date such notice to cure the default (s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract. Customer agrees to give COMPANY a 90-day written notice shall the contract need to be terminated prior to the scheduled end date.

8. FORCE MAJEURE. If performance of this Contract under or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, Fire, explosion vandalism, storm or other similar occurrence orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under

the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. And act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

9. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

Offer is valid until _____

AGREED BY:

TELE IBO

NAME _____

TITTLE _____

SIGNATURE _____ **DATE** _____

CUSTOMER

NAME _____

TITTLE _____

SIGNATURE _____ **DATE** _____
