



PO BOX 442  
Duvall WA 98019

North West Eclectic

## **VALLEY COMMUNITY BROADCASTING**

### **VALLEY 104.9 FM KAPY LP UNDERWRITING AGREEMENT**

<b>INDIVIDUAL, BUSINESS, OR ORGANIZATION NAME</b>		
<b>CONTACT NAME</b>		
<b>BILLING ADDRESS, CITY, STATE, ZIP</b>		
<b>PHYSICAL ADDRESS, CITY, STATE, ZIP</b>		
<b>BUSINESS TELEPHONE NUMBER</b>	(      )	
<b>FAX NUMBER</b>	(      )	
<b>EMAIL ADDRESS AND WEB ADDRESS</b>		
<b>TERMS OF AGREEMENT (SEE ONLINE UNDERWRITING PRICING SHEET)</b>		
<b>BILLING CYCLE</b>		
<b>ANNOUNCEMENT ON-AIR DATES</b> To be filled out when announcement cycle begins (please allow 1-4 weeks)	<u>Start Date</u> (Underwriting cycles begin on the 1 <sup>st</sup> of the month)	<u>Renewal Date</u>
<b>AMOUNT PAID</b>  <input type="checkbox"/> <b>PAID ONLINE</b> <b>TODAY'S DATE</b>	\$	Check #
<b>IF THERE IS A SPECIFIC ON-AIR SHOW THE UNDERWRITER WISHES TO SUPPORT, ENTER IT HERE</b>		
<b>PROPOSED TEXT FOR UNDERWRITING ANNOUNCEMENT</b> (30 words or less, please see Provision #5 below)		
(Use reverse side if you need more space)		



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#### **Provisions**

- 1) The FCC license is held by Valley Community Broadcasting, a 501(c)(3) non-profit organization.
- 2) KAPY is licensed by the FCC as a noncommercial LPFM broadcaster, and as such will comply with all FCC regulations appropriate to such licensing.
- 3) Underwriters of KAPY do not have authority to exercise any control over the programming or policies of KAPY, shared programs of KAPY, live remote broadcasting, or any other content.
- 4) KAPY reserves the right to decline underwriting to businesses, organizations, and individuals for any reason.
- 5) KAPY reserves the right to edit underwriting text to ensure compliance with FCC regulations.
- 6) Programs may have more than one underwriter. KAPY will make every effort to ensure businesses of the same type do not underwrite the same broadcast hour.
- 7) Underwriting fees are due at the signing of this agreement. If fees are not received before the renewal date, this agreement and on-air mentions associated with same will be canceled.
- 8) Addendum A – The Underwriting Pricing Sheet is incorporated by reference.
- 9) This Contract contains the entire agreement of the parties with respect to the subject matter of the Contract. This contract supersedes any prior agreements, understandings, or negotiations, whether written or oral.
- 10) All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Washington or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association.

**Underwriter** \_\_\_\_\_ **Date** \_\_\_\_\_

**KAPY Representative** \_\_\_\_\_ **Date** \_\_\_\_\_