

KCAA RADIO is a successful, independently owned "stand alone" AM-FM News-Talk Station serving the Inland Empire Region of Southern California. The station is currently broadcasting on 1050 AM and 106.5 FM and construction will soon be complete on 102.3 FM. When all construction is complete, listeners will enjoy KCAA's excellent line up of programs on all three stations. Recently, the station upgraded all broadband connections and added new audio delivery systems to the transmitters, specifically MP4 AAC 128k digital Comrex Access units which produce almost FM quality audio on AM Radio. The station uses Optimod audio processing which produces a sound that is second to none. KCAA's AM and FM signals exhibit more "dial presence" and range than competing stations with similar power. Listeners notice the richer and fuller sound of KCAA.

KCAA is the regional affiliate for CNBC Business News on weekdays and NBC Sports News on Weekends. This unusual double affiliation with two major national networks reflects the broad diversity and range of the station's format.

KCAA has earned the reputation as the GO-TO IE radio destination for local programming by producing and hosting more than 50 local and regional talk and music programs each week on subjects ranging from business and entertainment to liberal and conservative political talk to vegan diets, organic farming and medical marijuana. KCAA also airs the top syndicated broadcasters of talk radio including Art Bell, Dave Ramsey, Del Walmsley, Don IMUS, Gary Garver, Joyce Riley, Thom Hartmann, Stephanie Miller and the classic rock and roll shows produced 50 years ago by the greatest of them all... "Wolfman Jack".

KCAA's daytime signal on 1050 AM reaches over five million people. The stations massive archive of podcasts reaches back for more than a decade with over 400 shows in active status. The system receives over 300,000 hours of downloads each month. The stations primary website (<u>www.kcaaradio.com</u>) is doubling its reach every six months. KCAA's online services reach listeners and viewers in 190 countries around the world. It might be said that due to KCAA, "THE SUN NEVER SETS ON THE INLAND EMPIRE REGION OF SOUTHERN CA."



1. Station Call Letters and Frequency:

KCAA 1050 AM 102.3 FM K272 FQ 106.5 FM K293 CF www.kcaaradio.com

2. Station Address and Phone:

KCAA Radio 254 Carousel Mall San Bernardino, CA 92401 (909) 885–8502 (Station) (909) 641-6297 (Sales)

3. Station Slogan:

"The Station That Leaves No Listener Behind"

4. Licensee of Station:

Broadcast Management Services, Inc. 19939 Gatling Court Katy, TX 77449

5. Station Power:

1.4 kilowatts FCC approved for 10,000 Watts

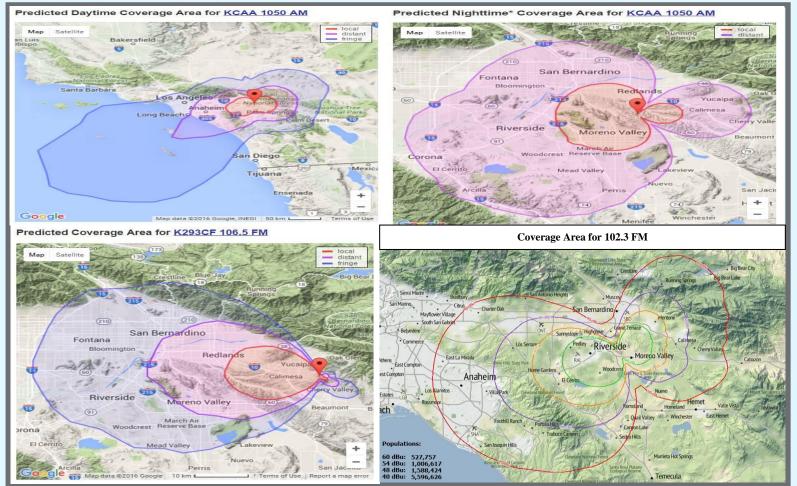








6. Coverage Map:



7. Markets and Audience:

KCAA AM and FM is part of the Riverside/San Bernardino broadcast market in Southern California. KCAA 1050's primary broadcast signal covers about 5 million people in Riverside, San Bernardino, and Orange counties. The station also streams its signal over the internet at <u>www.kcaaradio.com</u> at 32K for mobile usage and 128K for desktops. KCAA's weekly cumulative audience is approximately 150,000 persons with an average quarter hour audience (AQH) of 5,265 persons. KCAA's demographics primarily reflect a listening audience of 35 years and older.

8. Block Program Availability:

KCAA has one-hour time slots available to proven talent with the resources to sustain a long-term agreement.

Rates begin at \$150.00 per week for recorded hourly programs and \$200.00 per week for live production.

KCAA has a production studio in Sherman Oaks for broadcasters in the LA area. Studio and production rates for the LA studio range from \$50.00 to \$100.00 per week in addition to the base rate charged by the station. Contact Gary Garver at (818) 439-3651



KCAA is broadcaster and advertiser friendly. At KCAA, we help you become a professional broadcaster. We guide you through the process of establishing yourself as a seasoned talk show host. As an advertiser, we help you personally deliver your message on the air. You will be invited to the station for live and call in interview segments to promote your business.

We provide blocks of airtime for \$150.00 to \$250.00 per hour depending upon day part and day of the week.



Contact Gary Garver, at (818)439-3651 or email him at <u>Gary@garyGarver.com</u> for availability.

ADDITIONAL NOTES



Monthly 50 SPOT RATE MINIMUM BUY \$500.00

LENGTH	EACH	TOTAL
10 SECONDS	\$10.00	\$500
30 SECONDS	\$22.50	\$1,125
60 SECONDS	\$35.00	\$1,750

FIXED TIME LIVE READ SPOTS RATES

\$45.00 PER MINUTE one free spot for each one bought

HOURLY PROGRAM RATES

\$150 to \$250 per hour for air time (based on day part)

One Half Hour Shows

\$125.00 if available (based on day part)

Banner ads available on <u>www.kcaaradio.com</u> 60x460 rate is \$100 per month

Additional Services

Syndication Opportunity WestwoodOne Satellite \$55hr for recorded programs \$80hr for live programs 1 yr contracts paid quarterly in advance See...<u>www.amfirstradio.com</u>



Additional comments on hour programs.

Programmers receive the following services:

- 1. A live studio engineer
- 2. Five (5) available call in phone lines
- 3. The ability to interview people via telephone
- 4. In-studio HD USTREAM TV broadcast on www.kcaaradio.com during the broadcast
- 5. Audio and Video Skype
- 6. Air on TuneIn, Talk-Stream-Live and Spreaker
- 7. Program listing on KCAA website
- 8. Streaming on the internet during the broadcast
- 9. Dedicated unlimited free podcasting and archiving of all programs
- 10. 30 second program promos for your show
- 11. Free spots for your advertisers
- 12. "Rant" Line for listeners to call so opinions to be aired later
- 13. Listen by phone service at (832) 999-1050
- 14. Stats from numerous platforms
- 15. YouTube uploads of all KCAA USTREAM video productions
- 16. All shows broadcast on terrestrial stations KCAA 1050 AM 106.5 FM and 102.3 FM
- 17. Customized landing page with links to your web site and social media and sponsor display
- 18. Broadcast on KCAA 1050 AM, 102.3 FM and 106.5 FM
- 19. Customized landing page with links to all your websites and social media sites
- 20. Spreaker site with RSS and podcast feed for possible inclusion in iHeart Radio

Full Hour Program Availability:

KCAA has one-hour time slots available for proven talent with the resources to sustain a minimum 26 week agreement. The billing schedule for (26) weeks is monthly in advance. There is a 10% discount for contracts paid in full upon signing.

Markets and Audience:

KCAA is part of the Riverside/San Bernardino radio market in Southern California. KCAA's primary broadcast signal covers 5 million people in Riverside, San Bernardino, and Orange counties. The station also streams its signal at www.kcaaradio.com. KCAA's estimated weekly cumulative audience totals approximately 150,000 persons with an average drive time quarter hour audience (AQH) of 5,265 persons.

KCAA's demographics primarily reflect a listening audience of 35 years and older.



TYPE OF E Start Date (IF PROG Agreemer	KCAA Programmer Agreement BROADCAST MANAGEMENT SERVICES INC. 254 Carousel Mall, San Bernardino, CA 92401 Phone: (909) 885 - 8502 · Fax: (909) 888 - 5220 CLIENT'S NAME: TYPE OF BROADCAST: () Start DateEnd Date (IF PROGRAM, NAME OF SHOW) Agreement Total \$ Special Instructions					TO2.3 FM R	CAA 1.1050 AM - 106.51F A D I O 1.1050 AM - 106.51F A D I O	
		New Agr	eement _	Renewal		Revision		
			BROADC	AST SCHEDULE	Ξ			
Week of	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
		1				1		

- 1. A live studio engineer
- 2. Three (3) available call in phone lines
- 3. The ability to interview people via telephone
- 4. HD USTREAM live video cast on www.kcaaradio.com
- 5. Upload of video podcast to Facebook
- 6. Audio and Video Skype provides remote production
- 7. Re-Broadcasting on TuneIn and Talk-Stream-Live
- 8. Program listing on KCAA website
- 9. 32K (mobile) & 128K (broadband) live internet streaming
- 10. Free 32K & 128K podcasting and archiving all programs

- 11. Permanent inclusion is master active podcast archive
- 12. 30 second program promos for your show
- 13. Free spots for your advertisers
- 14. "Rant" Line for listeners to call in and voice their opinions to be aired later
- 15. Listen by phone service at (701) 801-4444
- 16. Stats from numerous platforms
- 17. YouTube uploads of all KCAA USTREAM video productions
- 18. Broadcast on KCAA 1050 AM, 102.3 FM and 106.5 FM
- 19. Customized landing page with links to your website and social media.
- 20. Spreaker site with RSS and podcast feed for possible inclusion by iHeart

Broadcast Management Services, Inc. reserves right to rearrange broadcast time in case of scheduling conflicts, power or equipment failure beyond Broadcast Management Services, Inc.'s control, or national, regional or local emergency. CLIENT agrees that contract runs ______ weeks and unless other definitive financial arrangements are made prior to air date, Broadcast Management Services, Inc. may cancel the contract for non-payment. Contracts automatically renew for a term of equal length if not cancelled by either party, in writing, two weeks before the end of the contract term. <u>Any spots associated with this agreement must be aired during contract term.</u> No bankable commercials. CLIENT must provide script and approve production spot or recorded spot, prior to start date.

Page #2 must accompany this page (#1) for contract to be valid. Page #1 must be signed & page #2 must be initialed. BMS makes no representation or promises of success or failure of any program on KCAA. CLIENT acknowledges and understands that BMS/KCAA has a zero tolerance for any over-the-air conduct or utterances that violate FCC rules. Therefore, any conduct or over-the-air utterance which exposes BMS/KCAA to potential FCC fines and forfeitures will be grounds for immediate contract termination. All contests must be approved by BMS management. Contests cannot include payment for chance to win; no lotteries or raffles. <u>No transfer</u> of program time, or host duties to another party without prior BMS approval.

Furthermore, we make no guarantees or representations regarding sales made by programmer or advertiser with regard to this agreement. Broadcast Management Services, Inc. makes no guarantees of success regarding the promotion of the program through third parties, such as newspapers, billboards, etc. Signing this agreement supersedes any other agreement with BMS.

Weekly payments must be made automatically with a credit or debit card. If no prior arrangement is made, and no program payment is received one week after the due date, contract will be considered past due and may be subject to cancellation at the discretion of BMS. Each past due invoice will be assessed a \$10 per day late charge that will accrue until the account is brought current.

Authorized By Client, Date	Authorized By KCAA Rep. Date
Signature	Signature
Print Name	Print Name
Email	Email
Address City, State & Zip	Notes
Phone	Phone



KCAA Programmer Agreement BROADCAST MANAGEMENT SERVICES INC.

254 Carousel Mall, San Bernardino, CA 92401 Phone: (909) 885 - 8502 · Fax: (909) 888 - 5220



CLIENT'S NAME:

1. PAYMENT AND BILLING

a) Broadcast Management Services, Inc. will bill CLIENT based on contract terms. If the contract includes a payment schedule, invoices may not be issued and CLIENT agrees to payment terms. Each due date will be treated as a separate invoice for the purpose of calculating late fees.

b) Payment by CLIENT is due upon receipt of invoice and/or affidavit of performance.

c) Invoices shall be based on total spots played and/or extra contract options.

2. TERMINATION

a) All broadcasts must meet community standards of decency and comply with all FCC rules. Immediate termination will result from any utterance that is defined under FCC rules as patently offensive, obscene or profane or if program content is considered by BMS to contain excessive superfluous communication.

b) CLIENT reserves the right to terminate this contract at any time. Upon said cancelation, all remaining CLIENT payments required under the full term of this contract are immediately due and payable.

3. FAILURE TO BROADCAST

In circumstances of force majeure, such as public emergency, restrictions imposed by law, acts of God, labor disputes or any other cause, including mechanical or electronic breakdowns beyond the control of Broadcast Management Services, Inc., where there is an interruption or omission of any commercial announcement or program broadcast contracted to be broadcast, then Broadcast Management Services, Inc. will air the interrupted or omitted program at the best time available not under contract.

4. EFFECTS OF BREACH

a) Broadcast Management Services, Inc. reserves the right to cancel this contract if CLIENT account becomes past due or due to other material breach of this contract. Upon cancellation, all charges for broadcasts completed under the terms of this contract and not paid, shall become immediately due and subject to late fees.

b) Should any action be commenced by Broadcast Management Services, Inc. in connection with any breach of contract by CLIENT, then Broadcast Management Services, Inc. shall be entitled to reasonable expenses and/or attorneys fees incurred in such action.

5. SUBSTITUTION OF PROGRAMS OF PUBLIC SIGNIFICANCE

Broadcast Management Services, Inc. shall have the right to cancel and broadcast or portion thereof covered by this contract, in order to broadcast any program which, in its absolute discretion, it deems to be of public significance.

6. PROGRAM AND COMMERCIAL MATERIAL

Unless otherwise noted on the face of this contract, all program material, excluding commercial announcements, shall be furnished by Broadcast Management Services, Inc. Production expenses that arise due to the delivery of commercial content aired at the behest of CLIENT may be invoiced to CLIENT at the discretion of Broadcast Management Services, Inc.

7. BROADCAST LIABILITIES

a) Broadcast Management Services, Inc. agrees to hold and save CLIENT and advertiser harmless against all liability resulting from the broadcast of (1) program material except program material furnished by CLIENT and (2) musical compositions licensed for broadcasting by a music licensing organization of which Broadcast Management Services, Inc. is a licensee.

b) CLIENT agrees to hold and save Broadcast Management Services, Inc., harmless against all liability resulting from the broadcast of commercial material or program material furnished by CLIENT except musical compositions licensed as stated above.

8. GENERAL

a) Broadcast Management Services, Inc. shall exercise normal precautions in handling of property and mail, but assumes no liability for loss of or damage to programmer commercial material and other property furnished by CLIENT in connection with broadcasts hereunder. Broadcast Management Services, Inc. will not accept or process mail, correspondence, or telephone calls in connection with broadcasts, except after prior approval.

b) This contract, including the rights under it, may not be assigned or transferred, without first obtaining the consent of Broadcast Management Services, Inc., in writing. Broadcast Management Services, Inc. shall not be required to broadcast hereunder for the benefit of any advertiser or programmer other than CLIENT.

c) Broadcast Management Services, Inc. obligations hereunder are subject to the terms and conditions of licenses held by it and applicable federal, state and local laws and regulations.

d) This contract contains the entire agreement between the parties relating to the subject matter herein contained, and no change or modifications of any of its items and provisions shall be effective unless made in writing and signed by both parties.

e) Broadcast Management Services, Inc. reserves the right to forbear or waive enforcement actions granted to it under this contract at its discretion. This includes, but is not limited to, discharge of debts owed to Broadcast Management Services, Inc.

CLIENT'S INITIALS

	BROADCAST MANAGEMENT SERVICES INC. KCAA RADIO AGREEMENT 254 Carousel Mall, San Bernardino, CA 92401 Phone: (909) 885 - 8502 Fax: (909) 888 - 5220	102.3 FM + 1050 AM + 106.5 FM
CLIENT'S NAME:		Cites Linds. CV
TYPE OF BROADCAST: (60	0) (30) (News) (Remote)	
Start DateEnd Da	te	
Agreement Total \$		
Special Instructions		
New Agreement	RenewalRevision	

BROADCAST SCHEDULE

Week of	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday

Failure to pay as agreed may result in contract cancellation. Station reserves right to cancel or rearrange broadcast time in case of scheduling conflicts, power or equipment failure beyond the station's control, or national, regional or local emergency. BMS, Inc. reserves the right to cancel any contract for non-payment. Client agrees to pay in advance unless other definitive financial arrangements are made prior to air date. BMS, Inc. may cancel the contract for non-payment. <u>All spots must be aired during contract term</u>. No bankable commercials. Client must provide script and approve production spot or recorded spot, prior to start date.

Page #2 must accompany this page (#1) for contract to be valid. Page #1 must be signed & page #2 must be initialed. BMS makes no representation or promises of success or failure of any program on KCAA-AM. Clients acknowledges and understands that BMS/KCAA has a zero tolerance for any over-the-air conduct or utterances that violate FCC rules. Therefore, any conduct or over-the-air utterance which exposes BMS/KCAA to potential FCC fines and forfeitures will be grounds for contract termination.

Furthermore, we make no guarantees or representations regarding sales made by programmer or advertiser with regard to this agreement. The station makes no guarantees regarding the success of program promotions, or through third parties, such as newspapers, billboards, etc. Signing this agreement supersedes any other agreement with BMS. This agreement may not be cancelled by client.

Weekly payments must be made automatically with a credit or debit card. If no prior arrangement is made, and no program payment is received one week after due date, contract will be subject to cancellation.

Authorized By Advertiser, Date	Authorized By KCAA Rep. Date
Signature	Signature
Print Name	Print Name
Email	Email
Company	Notes
Address: City, State & Zip	
Phone	Phone



-Page 2 Spot Buys-BROADCAST MANAGEMENT SERVICES INC. KCAA RADIO 1050 - AM AGREEMENT 254 Carousel Mall, San Bernardino, CA 92401 Phone: (909) 885 - 8502 Fax: (909) 888 - 5220



CLIENT'S NAME:

1. PAYMENT AND BILLING

a) Broadcast Management Services, Inc. will invoice CLIENT based on contract terms.

b) Payment by CLIENT is due upon receipt of invoice and/or affidavit of performance.

c) $% \left({{{\bf{nvoices shall be based on total spots played and/or extra contract options.}} \right)$

d) Any failure to broadcast shall be credited to the client ONLY, if individual spots were missed that can't be aired during the term of this agreement.

e) Should any action be commenced by either party hereto in connection with any breach of this agreement by the other party, then the prevailing party shall be entitled to reasonable attorneys fees incurred in such action from the other party.

2. TERMINATION

a) If CLIENT cancels contract, Broadcast Management Services, Inc. will immediately invoice the client for the total number of spots that would have been aired during the full term of this agreement. If STATION cancels contract, CLIENT shall have a credit due of the amount remaining on the original contract.

b) All broadcasts must meet community standards of decency and comply with all FCC rules. Immediate termination without refund will result from any utterance that is defined under FCC rules as patently offensive, obscene or profane.

3. FAILURE TO BROADCAST

If, due to public emergency or necessity, restrictions imposed by law, acts of God, labor disputes or any other cause, including mechanical or electronic breakdowns beyond the control of Broadcast Management Services, Inc., and there is an interruption or omission of any commercial announcement or program broadcast contracted to be broadcast hereunder, then Broadcast Management Services, Inc. will substitute a time period for the broadcast of the interrupted or omitted program. If no substitute time period is acceptable to CLIENT, Broadcast Management Services, Inc. shall allow CLIENT a Pro-rata reduction in the time or program charges based on credit of individual broadcast for the next contract period.

4. EFFECTS OF BREACH

a) Broadcast Management Services, Inc. reserves the right to cancel this contract upon default by CLIENT in the payment of bills or other material breach of the terms thereof. Upon cancellation, all charges for broadcasts completed hereunder and not paid, shall become immediately due and payable.

b) In the event of a material breach by Broadcast Management Services, Inc. in performing this contract, CLIENT reserves the right to cancel this contract at any time.

5. SUBSTITUTION OF PROGRAMS OF PUBLIC SIGNIFICANCE STATION shall have the right to cancel any broadcast or portion thereof covered

by this contract, in order to broadcast any program which, in its absolute discretion, it deems tobe of public significance. In any such case, Broadcast Management Services, Inc. will notify CLIENT in advance.

6. PROGRAM AND COMMERCIAL MATERIAL

Unless otherwise noted on the face of this contract, all program material, excluding commercial announcements, shall be furnished by STATION and all commercial announcement material shall be furnished by CLIENT. All expenses connected with the delivery of commercial announcements to Broadcast Management Services, Inc., and with return there from, if return is directed, shall be paid by CLIENT.

7. BROADCAST LIABILITIES

Broadcast Management Services, Inc. agrees to hold and save CLIENT and advertiser harmless against all liability resulting from the broadcast of (1) program material except program material furnished by CLIENT and (2) musical compositions licensed for broadcasting by a music licensing organization of which the STATION is a licensee. Client agrees to hold and save Broadcast Management Services, Inc., harmless against all liability resulting from the broadcast of commercial material or program material furnished by CLIENT except musical compositions licensed as stated above.

8. GENERAL

a) STATION shall exercise normal precautions in handling of property and mail, but assumes no liability for loss of or damage to programmer commercial material and other property furnished by CLIENT in connection with broadcasts hereunder. Broadcast Management Services, Inc. will not accept or process mail, correspondence, or telephone calls in connection with broadcasts, except after prior approval. b) This contract, including the rights under it, may not be assigned or transferred without first obtaining the consent of Broadcast Management Services, Inc., in writing, nor may Broadcast Management Services, Inc. be required to broadcast hereunder for the benefit of any advertiser other than the ones built-in to the pre-recorded format, in the time constraints listed. Failure of Broadcast Management Services, Inc. or CLIENT to enforce any of the provisions herein shall be construed as a general relinquishment or waiver as to that, or any other provisions.

c) Broadcast Management Services, Inc. has obligations hereunder which are subject to the terms and conditions of licenses held under applicable federal, state and local laws and regulations.

d) This contract contains the entire agreement between the parties relating to the subject matter herein contained, and no change or modifications of any provisions shall be effective unless made in writing and signed by both parties.



Authorization for Credit Card Use

PRINT AND COMPLETE THIS AUTHORIZATION AND RETURN All information will remain confidential

102.3 FM · 1050 AM · 106.5 FM

Name on card:	
Billing Address:	
Email:	
Phone:	
Credit Card Type:	Visa Master Card Discover AmEx
Credit Card Number	
Expiration Date:	
Card Identification Nu	mber: (last three digits on the back of the credit card)
Amount to Charge:	\$ (USD)
	Media Services to charge the amount listed above to the credit card provided herein. I ourchase in accordance with the issuing bank cardholder agreement.
	Cardholder – Please sign and Date
Signature:	
Date:	
Print Name:	