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**Client Business &
Media Agreement**

Date: _____
Partner's Name and Address: _____
Attn: _____

Phone: _____
Fax: _____
Email: _____

This agreement is made between **FMCB PRODUCTIONS LLC** ("business") and _____ ("client"). The client agrees to acquire the business to purchase any and all forms of media as expressed in addendum A to promote, strategically brand and position the partner in the community as desired. Any and All production is done by the partner and the media commercial/print is delivered to the business unless previously agreed upon in writing in Addendum A which will be initialed by both agreeing parties and added to this contract as a binding part. Both parties also agree to the following:

Additional information:

All prices, placement, and media destination will be agreed upon in Addendum A along with any other pertaining documents and attached to said contract. If Addendum A is not signed by both parties and attached to said contract, this agreement is null and void and any and all deposits are lost by client without any refund owed.

- **ALL MONIES MUST BE DEPOSITED WITH PROOF OF RECEIPT BEFORE SERVICES ARE RENDERED.**

THIS IS A MEDIA BUY and the business is not held responsible for any consultation and extra added value that the business could provide. IF the client would like to acquire the business for any other services it provides, there must be a different "bid" and agreement in writing agreed upon by both parties. A list of services that FMCB PRODUCTIONS LLC provides can be seen at the business site at www.fmcprod.com.

1. SUBJECT OF AGREEMENT: _____ ("client") agrees to pay the amount of any and all contracts agreed upon in accordance with the Payment Schedule set forth in the advertisement Contract along with Addendum A. FMCB PRODUCTIONS LLC ("business") agrees to use it's vast resources to acquire different methods of promotion for client and place the client's order as stated in Addendum A.
2. PAYMENT SCHEDULE: All payments for advertisement set forth in the MEDIA BUY shall be paid by client in accordance with the schedule set forth by the business and Broadcaster.
3. AFFIDAVIT OF PERFORMANCE: UPON THE WRITTEN REQUEST OF THE PARTNER, affidavits of performance will be furnished by the business at the close of each month. The furnishing of such affidavit is not a condition precedent to payment.
4. TERMINATION: Business reserves the right to cancel this contract for client's failure to make timely payments in any media buy where all monies are not required in advance and a payment plan is implemented.. Business shall be entitled to full payment for all promotional campaigns set forth in the business' name prior to such cancellation, and such other remedies as may be available at law or in equity. If at any time the client decides to cancel their media buy, the partner needs to provide in writing to the

initials _____

business a letter of cancellation thirty (30) days prior to the day wanting to cancel to give the business time to absorb the commercials the partner had purchased. This option is not available if the media buy is less than a thirteen (13) week commitment.

5. COMMERCIAL SPOT PRODUCTIONS: The business agrees to produce and have a “commercial quality” radio, television or print advertisement for this promotional agenda ready for the partners approval if the client seeks the business to provide this act. **The price of production is A SEPARATE COST from this agreement and has no bearing, and cannot be used as a reason for cancellation of this contract by partner. Cost of production will be fully disclosed and discussed at time client is seeking this.**

6. INDEMNITY: Client will indemnify and hold the business, and it’s officers, directors, employees and agents, harmless from and against any and all claims, liabilities for libel, slander, infringement of trademarks, trade names, or program titles, violation of rights of privacy and infringement of copyrights and proprietary rights, damages, costs and expenses, arising out of any material furnished by the partner and included in advertisement. The client also agrees to indemnify and hold harmless the business against loss or threatened loss or expense by reason of the liability or potential liability of the business for or arising out of any claims for damages.

7. EFFECT OF TERMINATION: The provisions of Clause 6 will survive the termination or expiration of this contract.

8. GOVERNING LAW: This agreement will be interpreted in accordance with the law of the State of Arizona, which is hereby designated as the jurisdiction and venue for the resolution of any disputes that may arise hereunder. This contract is subject to the rules and regulations of any broadcaster who may broadcast the Spot (s) and federal, state and local laws, including the rules and regulations of the Federal Communications Commission.

9. ASSIGNMENT: This contract may not be assigned without the prior written consent of the other party.

ACKNOWLEDGED AND AGREED TO
this _____ day of _____, 200_:

FMCB PRODUCTIONS LLC

CLIENT

FINAL APPROVAL
(any and all contract must have final approval)

Big Ben
FMCB PRODUCTION

initials _____