



## ADVERTISING AGREEMENT

This Advertising Agreement (this "Agreement") is dated as of \_\_\_\_\_, 2008 by and between Entercom Sacramento, LLC ("Entercom") and \_\_\_\_\_, of \_\_\_\_\_, ("Advertiser").

Whereas, Entercom has established an Internet website for the purpose of providing professional advice on a variety of subjects known as "YourLocalExpert.net" (the "Website");

Whereas, Advertiser desires to participate on the Website as a paid advertiser and a designated expert.

In consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Advertiser hereby agrees to purchase a Charter Package (defined below) to be the Website's designated expert in the category of \_\_\_\_\_ for a term to commence on \_\_\_\_\_, 20\_\_ (the "Effective Date") and to terminate on \_\_\_\_\_, 20\_\_ (*no less than six months*) (the "Initial Term"). Provided Advertiser is not in breach of its obligations at such time, Advertiser shall have the right to renew and extend this Agreement for additional periods of \_\_\_\_\_ (\_\_) months each by giving Entercom written notice thereof no later than forty-five (45) days prior to the end of the Initial Term or any subsequent renewal term. If so extended, the Initial Term and such renewal term(s) shall be referred to herein as the "Term"). Advertiser's commitment to the stated term is firm, and Advertiser has no right to cancel or terminate the Term prior to its expiration date.

2. In consideration for the benefits provided to Advertiser by Entercom as part of the Charter Package, Advertiser agrees to pay Entercom the amount of One Thousand Dollars (\$1,000) per month during the Term. Payment will be due as of the first day of each calendar month during the Term; partial months occurring during the Term shall be pro-rated. Advertiser may use the Charge Draft Authorization form as set forth on Schedule A hereto for effectuating automatic recurring monthly payments.

3. Advertiser will receive the following benefits as part of the Charter Package purchased hereunder:

- a. Exclusivity as expert in the category of \_\_\_\_\_;
- b. Rights to market Advertiser's expert designation in YourLocalExpert in other media;
- c. Inclusion in the Website header and in rotating spotlight display ads;
- d. Technical support from Entercom's Fusion division for setup and training, and moderating services in question and answer forum;
- e. Ongoing promotional support for Website through other media, as described for illustrative purposes on Schedule B, attached hereto. Actual promotional support during Term will be determined by Entercom in its discretion.

4. Other than the specific benefits and rights granted under this Agreement to Advertiser, all right, title and interest in and to the YourLocalExpert.net Website, including but not limited to all copyright and trademark rights, shall remain vested in Licensor. Nothing in this Agreement shall constitute, create or in any way be interpreted as creating an employment relationship between Entercom and Advertiser, nor a joint venture, partnership, or formal business organization of any kind. The rights and obligations of the parties shall be limited to those expressly set forth in this Agreement. Neither party shall have the authority to bind or create any obligation for the other party, nor shall either party represent that is the agent or authorized representative of the other party.

5. Advertiser hereby represents and warrants that:

- a. Advertiser is knowledgeable in the category of \_\_\_\_\_, for which it will be held out as an expert on the Website;
- b. Advertiser will use its best efforts to professionally and accurately answer the questions addressed to it in the Website;
- c. The answers Advertiser posts on the Website (its "Answers") (i) shall be accurate, complete and not misleading; (ii) shall not violate or infringe any rights of third parties; and (iii) shall be in compliance with all applicable laws.
- d. If Advertiser is in a designated expert in a medical category, Advertiser is properly and currently licensed in the State of California to practice medicine in the category for which it is participating as an expert on the Website.

6. Advertiser hereby agrees to indemnify, defend and hold harmless Entercom, its parents, subsidiaries, affiliates, directors, officer, employees and agents against any and all suits, claims, liabilities, damages, and costs (including any attorneys' fees, statutory fines, penalties, fees or other costs) that (a) arise from any breach of these representations or warranties; (b) arise from or relate to the use or consequence of any advice, information or other material contained in its Answers by users of the Website; or (c) otherwise relate in any way to its Answers. This indemnification explicitly extends to, but is not limited to, claims for trademark infringement, defamation, damages, expenses or injuries brought by third parties related to your Answers.

7. Entercom reserves the right to terminate this Agreement immediately upon any breach by Advertiser of its representations or warranties hereunder or for any other reason, in which event all obligations of the parties to each other hereunder shall terminate, except as otherwise set forth herein. Further, upon termination or expiration of this Agreement, Advertiser shall have no further right to promote itself as a YourLocalExpert.net expert nor to associate itself in any other way with the Website.

8. This Agreement constitutes the entire Agreement of the parties and supersedes all prior written or oral agreements, understandings and negotiations between the parties. This Agreement may be amended or supplemented only by written agreement signed by both parties to this Agreement.

9. All conditions of ownership and copyright, duties to indemnify, and all representations and warranties contained in this Agreement shall survive its expiration or termination, to the extent necessary to effectuate its provisions.

10. All remedies under this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. Any waiver or delay in exercising any right or remedy under this Agreement shall not serve as waiver of any future right or remedy. If any provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be ineffective to the extent of such invalidity, illegality or unenforceability without affecting in any way the remaining portions or provision of this Agreement.

11. This Agreement is personal to Advertiser and may not be assigned or transferred by Advertiser without the prior written consent of Entercom in its sole discretion. Entercom may assign or transfer this Agreement to any other party.

12. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of California.

13. Any and all notices necessary or permitted to be served hereunder shall be in writing and shall be either personally delivered, sent by nationally recognized overnight courier, or by the U.S. Postal Service, certified or registered mail to the following:

Entercom:

Entercom Sacramento, LLC  
5345 Madison Avenue, Suite 100  
Sacramento, CA 95841

Attn:

Advertiser:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties intend to be legally bound by this Agreement, and the signatories below represent that they have the authority to bind and act on behalf of their respective entities, effective as of the date first written above.

Advertiser

Entercom Sacramento, LLC:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Vice President and General Manager

**SCHEDULE A**  
**CHARGE DRAFT AUTHORIZATION**

I, \_\_\_\_\_ authorize ENTERCOM / SACRAMENTO

DBA: YOURLOCALEXPERT.NET  
KSEG-FM, KRXQ-FM, KDND-FM, KWOD-FM, KSSJ-FM, KCTC-AM to charge

on my VISA / MasterCard / American Express for payment of advertising as a category expert.

Please charge my card on the \_\_\_\_\_ of each month until End Date.

**CARD NUMBER:** \_\_\_\_\_

**CARD CODE:** \_\_\_\_\_

**EXPIRATION DATE:** \_\_\_\_\_

**NAME ON CARD:** \_\_\_\_\_

**ACCOUNT NAME:** \_\_\_\_\_

**STREET ADDRESS:** \_\_\_\_\_

**CITY/STATE/ZIP:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ACCT MANAGER:** \_\_\_\_\_

**START DATE:** \_\_\_\_\_

**END DATE:** \_\_\_\_\_

5345 MADISON AVENUE . SACRAMENTO . CALIFORNIA . 95841  
CREDIT OFFICE: 916.339.4217 . FAX: 916.339.4573  
[lvermes@entercom.com](mailto:lvermes@entercom.com)

## **SCHEDULE B**

Possible means and methods of promotional support for Website.  
For illustrative purposes only; actual promotional efforts during Term may vary at Entercom's  
discretion:

1. On-air promo ads on Entercom Sacramento radio stations (KSEG-FM, KRXQ-FM, KDND-FM, KWOD-FM, KSSJ-FM, KCTC-AM).
2. Internet streaming impressions with video pre-launch and on-line radio promos.
3. Links to YourLocalExpert.net located on all Entercom Sacramento radio station websites and station listener clubs.
5. Display ads for YourLocalExpert.net website in Sacramento Magazine.
6. Distribution of YourLocalExpert.net flyers at various Entercom radio station events and talent appearances.
7. Rolling billboard promotional support for YourLocalExpert.net through Road Trip Media truck display ads.