Contract Agreement Between:

CONTRACT

TELEMUNDO 33
SACRAMENTO
STOCKTON
MODESTO

KCSO
500 Media Place
Sacramento, CA 95815
(916) 567-3300

And:

WATERFRONT STRATEGIES
3050 K STREET. NW #100
WASHINGTON, CA 20007

Contract / Revision	Alt Order #
93735 /	01466969

Product
91 - ISSUE

Contract Dates	Estimate #
11/02/16 - 11/08/16	**5458**

Advertiser	Original Date / Revision
PATRIOT MAJORITY USA	09/21/16 / 09/21/16

Billing Cycle	Billing Calendar	Cash/Trade
EOM/EOC	Broadcast	Cash
Station	**Account Executive**	**Sales Office**
KCSO	Telemundo Washingt	Washington DC

Special Handling

Demographic
A35+

		Total Ratings
		26.80
IDB#	Advertiser Code	Product Code
	84	91

Agency Ref	Advertiser Ref

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Rtn	Type	Spots	Amount
N 1	KCSO	11/02/16	11/08/16	6A-7A M-F	6A-7A M-F		:30				NM	5	$200.00
	Start Date	End Date	Weekdays	Spots/Week	Rate	Rating							
Week:	11/02/16	11/08/16	MTWTF--	5	$40.00	0.10							
N 2	KCSO	11/02/16	11/08/16	7A-10A M-F	7A-10A M-F		:30				NM	3	$225.00
	Start Date	End Date	Weekdays	Spots/Week	Rate	Rating							
Week:	11/02/16	11/08/16	MTWTF--	3	$75.00	0.10							
N 3	KCSO	11/02/16	11/08/16	10A-1030A M-F	10A-1030A M-F		:30				NM	3	$225.00
	Start Date	End Date	Weekdays	Spots/Week	Rate	Rating							
Week:	11/02/16	11/08/16	MTWTF--	3	$75.00	0.10							
N 4	KCSO	11/02/16	11/08/16	1030A-12P M-F	1030A-12P M-F		:30				NM	3	$225.00
	Start Date	End Date	Weekdays	Spots/Week	Rate	Rating							
Week:	11/02/16	11/08/16	MTWTF--	3	$75.00	0.10							
N 5	KCSO	11/02/16	11/08/16	12P-2P M-F	12:00 PM-1:00 PM		:30				NM	3	$255.00
	Start Date	End Date	Weekdays	Spots/Week	Rate	Rating							
Week:	11/02/16	11/08/16	MTWTF--	3	$85.00	0.10							
N 6	KCSO	11/02/16	11/08/16	2P-3P M-F	2P-3P M-F		:30				NM	5	$500.00
	Start Date	End Date	Weekdays	Spots/Week	Rate	Rating							
Week:	11/02/16	11/08/16	MTWTF--	5	$100.00	0.30							
N 7	KCSO	11/02/16	11/08/16	3P-4P M-F	3P-4P M-F		:30				NM	5	$875.00
	Start Date	End Date	Weekdays	Spots/Week	Rate	Rating							
Week:	11/02/16	11/08/16	MTWTF--	5	$175.00	0.40							
N 8	KCSO	11/02/16	11/08/16	12P-2P M-F	1:00 PM-2:00 PM		:30				NM	5	$425.00
	Start Date	End Date	Weekdays	Spots/Week	Rate	Rating							
Week:	11/02/16	11/08/16	MTWTF--	5	$85.00	0.10							
N 9	KCSO	11/02/16	11/08/16	4P-5P M-F	4P-5P M-F		:30				NM	5	$3,000.00
	Start Date	End Date	Weekdays	Spots/Week	Rate	Rating							
Week:	11/02/16	11/08/16	MTWTF--	5	$600.00	0.40							
N 10	KCSO	11/02/16	11/08/16	5P-6P M-F	5P-6P M-F		:30				NM	5	$1,250.00
	Start Date	End Date	Weekdays	Spots/Week	Rate	Rating							
Week:	11/02/16	11/08/16	MTWTF--	5	$250.00	0.50							
N 11	KCSO	11/02/16	11/08/16	6P-630P M-F	6P-630P		:30				NM	5	$2,000.00
	Start Date	End Date	Weekdays	Spots/Week	Rate	Rating							
Week:	11/02/16	11/08/16	MTWTF--	5	$400.00	0.20							
N 12	KCSO	11/02/16	11/08/16	630P-7P M-F	630P-7P M-F		:30				NM	5	$2,000.00

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PATRIOT MAJORITY USA	09/21/16 / 09/21/16

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Week:		Start Date 11/02/16	End Date 11/08/16	Weekdays MTWTF--	Spots/Week 5	Rate $400.00	Rating 0.30						
N 13	KCSO	11/02/16	11/08/16	7P-8P M-F	7P-8P M-F		:30				NM	5	$1,750.00
Week:		Start Date 11/02/16	End Date 11/08/16	Weekdays MTWTF--	Spots/Week 5	Rate $350.00	Rating 0.80						
N 14	KCSO	11/02/16	11/08/16	8P-9P M-F	8P-9P M-F		:30				NM	5	$2,000.00
Week:		Start Date 11/02/16	End Date 11/08/16	Weekdays MTWTF--	Spots/Week 5	Rate $400.00	Rating 0.50						
N 15	KCSO	11/02/16	11/08/16	9P-10P M-F	9P-10P M-F		:30				NM	5	$2,000.00
Week:		Start Date 11/02/16	End Date 11/08/16	Weekdays MTWTF--	Spots/Week 5	Rate $400.00	Rating 0.50						
N 16	KCSO	11/02/16	11/08/16	10P-11P M-F	10P-11P M-F		:30				NM	5	$2,250.00
Week:		Start Date 11/02/16	End Date 11/08/16	Weekdays MTWTF--	Spots/Week 5	Rate $450.00	Rating 0.60						
N 17	KCSO	11/02/16	11/08/16	11P-1135P M-F	11P-1135P M-F		:30				NM	5	$875.00
Week:		Start Date 11/02/16	End Date 11/08/16	Weekdays MTWTF--	Spots/Week 5	Rate $175.00	Rating 0.20						
N 18	KCSO	11/05/16	11/05/16	12P-7P SA/SU	5:00 PM-5:30 PM		:30				NM	1	$100.00
Week:		Start Date 10/31/16	End Date 11/06/16	Weekdays -----S-	Spots/Week 1	Rate $100.00	Rating 0.10						
N 19	KCSO	11/05/16	11/05/16	12P-7P SA/SU	5:30 PM-6:00 PM		:30				NM	1	$75.00
Week:		Start Date 10/31/16	End Date 11/06/16	Weekdays -----S-	Spots/Week 1	Rate $75.00	Rating 0.10						
N 20	KCSO	11/05/16	11/05/16	7P-11P SA/SU	9:00 PM-11:00 PM		:30				NM	1	$125.00
Week:		Start Date 10/31/16	End Date 11/06/16	Weekdays -----S-	Spots/Week 1	Rate $125.00	Rating 0.20						
N 21	KCSO	11/05/16	11/05/16	11P-1A SA/SU	11:30 PM-12:00 XM		:30				NM	1	$35.00
Week:		Start Date 10/31/16	End Date 11/06/16	Weekdays -----S-	Spots/Week 1	Rate $35.00	Rating 0.10						
N 22	KCSO	11/06/16	11/06/16	12P-7P SA/SU	2:00 PM-5:00 PM		:30				NM	1	$85.00
Week:		Start Date 10/31/16	End Date 11/06/16	Weekdays ------S	Spots/Week 1	Rate $85.00	Rating 0.10						
N 23	KCSO	11/06/16	11/06/16	12P-7P SA/SU	5:00 PM-5:30 PM		:30				NM	1	$100.00
Week:		Start Date 10/31/16	End Date 11/06/16	Weekdays ------S	Spots/Week 1	Rate $100.00	Rating 0.20						
N 24	KCSO	11/06/16	11/06/16	12P-7P SA/SU	5:30 PM-6:00 PM		:30				NM	1	$65.00
Week:		Start Date 10/31/16	End Date 11/06/16	Weekdays ------S	Spots/Week 1	Rate $65.00	Rating 0.10						
N 25	KCSO	11/06/16	11/06/16	M-SU 6A-12A	6:00 PM-8:00 PM		:30				NM	1	$125.00
Week:		Start Date 10/31/16	End Date 11/06/16	Weekdays ------S	Spots/Week 1	Rate $125.00	Rating 0.20						
								Totals		26.80		85	$20,765.00

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
10/31/16 -11/08/16	85	$20,765.00	($3,114.75)	$17,650.25
Totals	85	$20,765.00	($3,114.75)	$17,650.25

Signature: _____ **Date:** _____

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Terms and Conditions:

1. The station may approve or not approve this order in its sole discretion. Advanced payment may be required on this order. Otherwise, the payment is due within 30 days of invoice date for clients that have been pre-approved.
2. The station reserves the right to process check payments electronically.
3. The station reserves the right in its sole discretion to cancel this contract at any time upon default by the client in the payment of invoice rendered, or for other material breach of this contract, or any other contract with client. If any of the terms and conditions of this contract are breached by the client, any failure or refusal by the station to enforce its rights shall in no way constitute a waiver of the station's rights, and such rights may be enforced at any time during the term of this contract.
4. In the event of cancellation by the station for the reasons expressed in paragraph (3), the station shall have the right to bill the client for the time actually broadcast by the station.
5. In the event the client breaches the contract, fails or refuses to perform in accordance with the terms and conditions of the contract, the station shall have at its discretion the right to hold the client legally responsible for damages and cost incurred by virtue of the breach and loss of profit.
6. All additions to, modifications, cancellations, or any other changes whatsoever of the contract shall be effective only if submitted to the station in writing, signed by the client, or his duly appointed agent and agreed to and signed by the station. No oral communication shall be effective to change any terms and conditions of the contract.
7. The station shall have in its absolute discretion the right of substitution or preemption of any program, at any time for the purpose of broadcasting another program which it deems to be of public importance or in the public interest. No notice shall be required for such preemption except that which is reasonable under the circumstances. If and when such a substitution is made it will not be in default of this contract.
8. Commercials may be preempted by station at anytime according to availability and the rate of the commercial.
9. The station will have no liability for its failure to perform any term or condition other than a proportionate credit or "make good" for any missed commercial, at the station's sole discretion.
10. Client agrees to furnish material of suitable quality for broadcast. The station reserves the right to refuse any contract if the client's material does not conform to the highest standards of the NAB, FCC, or the station itself.
11. In event of non-payment by the client within 30 days of the rendering of any monthly invoice by the station, the station shall have the right to charge interest at the rate of 1½% per month on the unpaid balance, until the balance is paid in full.
12. Should the client fail to supply material for broadcasting at least 48 hours in advance of broadcast time, the station shall have the right to broadcast a substitute commercial making its regular charges for time in accordance with the contract.
13. Where the commercial or program material is supplied by the client, the client agrees to indemnify and hold station harmless against all liability, including but not limited to, libel, slander, illegal competition or trade practice, infringement of trade marks, trade names, or program titles, violation of rights or privacy, infringement of copyrights and property rights, and false claims and injuries, resulting from the broadcasting of such material.
14. This contract represents the entire understanding of the parties hereto and no oral representations, whether made by the client or a station representative, whether made before or after the execution of this contract, shall be legally effective to alter any of the terms and condition of the contract.
15. In the event the station shall pursue litigation because of the default or breach of contract in any respect by the client, client agrees to pay for the costs of litigation, including station attorney's fees.
16. This contract may be terminated by either party by giving the other forty-eight (48) hours prior written notice provided that no such notice shall by effective until forty-eight (48) hours after the start of broadcast here hereunder.
17. This contract is subject to the terms of licenses held by the station and is subject also to all Federal, State and Municipal laws and regulations now in effect or which may be enacted in the future, including the rules and regulations of the Federal Communications Commission made in pursuance of its quasi-legislative power and its decision and actions and orders when acting in its quasi-judicial capacity.
18. This contract, including the rights under it may not be assigned or transferred by client without first obtaining the consent of the station in writing, nor may the station be required to broadcast hereunder for the benefit of any advertiser than the one named on the face of the contract.
19. This station does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race, gender or ethnicity. Advertiser hereby certifies that it is not buying broadcasting air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, gender, national origin, or ancestry.
20. Station agrees to hold and save client harmless against all liability resulting from musical compositions licensed for telecasting by a music licensing organization of which station is a licensee. Client agrees to hold and save station harmless against all liability resulting from the telecast of commercial material or program material furnished by client.