WTVW
PO Box 470
Rockford, IL 61105

Smart Media Group
1427 Leslie Ave, Suite 102
Alexandria, VA 22301

Contract # **1452772**

Schedule Dates	10/25/16-10/31/16
Advertiser	Matt Castlen/State Rep/Republican/KY (83979)
Agency	Smart Media Group (11271)
Product	Political - State Representative (1073)
Brand	CAST/ORDR/C25C31 (569588)
Salesperson	Katz - Washington DC, Washington DC (1179)
Sales Office	Katz - Washington DC
Buyer Name	Fran,Berg,
Phone/Fax	/
CPE	CAST/ORDR/C25C31
Account Types	National/Political
Billing Type	Standard
Comments	ORDR NEW ORDER FOR CASTIEN FOR KY HD-14 10/25-10/31. PLEASE CONFIRM RATES USED ARE OK; THANKS, FRAN

Date Entered	10/24/16
Last Modified	10/24/16
Entered By	Teresa Isbell
CO-OP	No
Headline #	ECR25337258
Demo	
Order Type	Normal
Package Deal	
Commission %	15.00
Commission	$225.00
Net Total	$1,275.00
Sales Tax	

Line	Line Type / Break Type (Ref #)	Dates	Sec	Length	Run Times	SPW	Mo	Tu	We	Th	Fr	Sa	Su	Spots	Rate	Total	
1.0	Normal Line / SPOT	10/25/16-10/25/16	5	:30	12P- 12:30P (CST)	1		X						1	$100.00	$100.00	Evansvill
2.0	Normal Line / SPOT	10/26/16-10/26/16	5	:30	12P- 12:30P (CST)	1			X					1	$100.00	$100.00	Evansvill
3.0	Normal Line / SPOT	10/27/16-10/27/16	5	:30	12P- 12:30P (CST)	1				X				1	$100.00	$100.00	Evansvill
4.0	Normal Line / SPOT	10/28/16-10/28/16	5	:30	12P- 12:30P (CST)	1					X			1	$100.00	$100.00	Evansvill
5.0	Normal Line / SPOT	10/31/16-10/31/16	5	:30	12P- 12:30P (CST)	1	X							1	$100.00	$100.00	Evansvill
6.0	Normal Line / SPOT	10/26/16-10/26/16	5	:30	9P- 9:30P (CST)	1			X					1	$300.00	$300.00	Evansvill
7.0	Normal Line / SPOT	10/27/16-10/27/16	5	:30	9P- 9:30P (CST)	1				X				1	$300.00	$300.00	Evansvill
8.0	Normal Line / SPOT	10/28/16-10/28/16	5	:30	9P- 9:30P (CST)	1					X			1	$300.00	$300.00	Evansvill
9.0	Normal Line / SPOT	10/30/16-10/30/16	5	:30	6:30P- 7P (CST)	1							X	1	$100.00	$100.00	Evansvill

CONFIRMATION CONTRACT

Accepted-Agency/Advertiser:	Date:	Accepted-Station:	Date:	Comments:

See the back of this document for Advertising Contract Terms and Conditions

B/E Bookend P/B Piggy Back

Printed At: 03:52 PM on Tuesday, October 25 2016

Advertising Contract Terms and Conditions

This document sets forth the contractual obligations between the Television Station/s and/or Internet Portal, Other Media Services and said Advertiser and Agency/Buying Service with respect to purchase of certain Television Station/s and/or Internet Portal, Other Media Services advertising or services rendered. This Contract between the Advertiser and Agency/Buying Service named hereon, hereinafter referred to as ADVERTISER and Television Station/s and/or Internet Portal, Other Media Services referred to as STATION. This is the entire Contract between the parties hereto. Unless errors in this Contract are drawn to the STATION'S attention within 5 business days, it will be deemed as having been accepted as written. The ADVERTISER and the STATION hereby agree that this Contract shall be performed in accordance with and governed by the terms and conditions hereon. No verbal cancellation or changes to this Contract are permitted and if either party desires to enact a change, it must be set forth in writing within 2 weeks of proposed cancellation or change, otherwise the right to request such cancellation or change shall be deemed conclusively to have been waived.

Commercial Inventory – STATION shall provide ADVERTISER with the use of commercial inventory as mutually agreed upon and noted hereon. Station will have sole determination of placement of inventory within ordered programming. From time to time, pre-emptions of commercial inventory will occur. ADVERTISER agrees to allow STATION to replace pre-emptions with like inventory to fulfill advertising Contract, herein noted as MAKEGOODS. STATION will be held harmless for scheduling of commercials near competitive product and like advertisers unless order as a 'fixed' placement commercial. STATION rate card (subject to change) and date of order entry will be the sole determinants of inventory clearances and pre-emption status.

Program Substitutions – STATION may substitute another program for any program hereon. In such event, Advertiser's participation(s) will be scheduled by STATION in a replacement program(s) provided such replacement program(s) is comparable quality with comparable demographics and/or in the same timeperiod and day as originally ordered.

Value of Inventory – STATION shall charge ADVERTISER for providing such inventory as mutually agreed upon and noted hereon.

Payment – Notwithstanding to whom bills are rendered, ADVERTISER, agency and/or buying service, jointly and severally, shall remain obligated to pay STATION for the Total Contract Value of any invoice rendered by STATION to the ADVERTISER immediately following the receipt of invoicing. Payment by advertiser to agency or buying service shall not constitute payment to STATION. ADVERTISER agrees and holds STATION only to the obligation of airing of said inventory or MAKEGOODS and of no obligation for rating guarantees. The parties agree that there are no other fees or expenses that may be deducted by ADVERTISER in any way from payment of this Contract to STATION. Failure to pay in accordance with the STATION terms will result in a monthly service charge of 1.5% on all unpaid balances not received within 30 days from receipt of invoice.

Agency Representation – Agency representation shall be afforded a 15% discount for the services of post buy analysis, supplying all creative, talent, promotional elements, as well as any and all obligations in conjunction with standard agency representation practices, including payment of ADVERTISER purchases in accordance with schedule hereon. Agency discount rate may be adjusted to a lower percentage (less than 15%) based upon the sole discretion of the STATION if agency fails to fulfill any portion of the obligations as noted above.

Creative Content - ADVERTISER warrants that it has obtained all necessary rights for the performance and use of said advertising material/s, including music performance, of which payment is the ADVERTISER obligation. In the event ADVERTISER fails to furnish creative material appropriate for air, as determined by STATION, and after request fails to furnish appropriate satisfactory substitution, STATION may, at its option, schedule promotional or public service type announcements in place of ADVERTISER regularly scheduled commercial material with identification of ADVERTISER. No such action on the part of STATION under this paragraph shall relieve ADVERTISER of its obligation to make payments for all charges as provided hereon.

Liability and Indemnification - Except for damages arising out of the gross negligence of willful misconduct of either party hereto, no party shall be liable to the other party or its affiliates, officers, directors, successors or assigns for any incidental, consequential, special or punitive damages or lost profits arising out of this Contract. ADVERTISER will indemnify and hold harmless STATION from any liability arising from or based on the content of ADVERTISER'S advertising material, including attorneys fees for the defense of any such claims against STATION.

Miscellaneous - This Contract and the schedule hereon constitute the entire Contract and understanding of the parties relating to the subject matter hereof and supersede all prior and contemporaneous agreements, negotiations, contracts and understandings between the parties, both oral and written. The terms of this Contract shall apply to parties hereto and any of their successors or assigns.

Representations and Warranties – STATION and ADVERTISER each represent and warrant that this Contract has been duly authorized, executed and delivered by such party and that this Contract constitutes the legal, valid and binding obligations of such party, enforceable against it in accordance with its terms. Furthermore, in the event of legal action, ADVERTISER shall be liable for any costs incurred by Station to enforce its rights hereunder including reasonable attorney fees.

Governing Law and Jurisdiction - This Agreement shall be governed by and construed under the laws of the STATION'S State applicable to contracts fully performed in that State. The parties hereto irrevocably consent to and submit to the jurisdiction of the Federal and appropriate State Courts. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding relating to this Contract. STATION'S obligations hereunder are subject to applicable Federal, State and Local laws and regulations.

Confidentiality – Neither party is authorized to share details of this Contract, including specific advertising rates, without express written consent of the other party.

Nondiscrimination Policy - STATION does not discriminate in advertising contracts on the basis of race, ethnicity or gender. Any provision in any order or contract for advertising that purports to discriminate on the basis of race, ethnicity or gender, even if handwritten, typed or otherwise made a part of a particular contract, is hereby rejected.