# AGREEMENT FORM FOR NON-CANDIDATE/ISSUE ADVERTISEMENTS

| Station and Location: | Date: |
|---|---|
| WMTW Westbrook Me | 8-2-17 |

I, Mike Furman
do hereby request station time concerning the following issue:

Thanking Senator Susan Collins for standing up for Maine.
AARP

| Broadcast Length | Time of Day, Rotation or Package | Days | Class | Times per Week | Number of Weeks |
|---|---|---|---|---|---|
| | | As | ordered | | |

This broadcast time will be used by: AARP

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**THIS PAGE MUST BE COMPLETED FOR PROGRAMMING THAT "COMMUNICATES A POLITICAL MATTER OF NATIONAL IMPORTANCE." FOR ALL OTHER ISSUE ADS, PLEASE GO TO PAGE 3.**

**Programming that "communicates a political matter of national importance" includes (1) references to legally qualified candidates (presidential, vice presidential or congressional); (2) any election to Federal office (*e.g.*, any references to "our next senator", "our person in Washington" or "the President"); and (3) a national legislative issue of public importance (*e.g.*, Affordable Care Act, revising the IRS tax code, federal gun control or any federal legislation).**

**Does the programming (in whole or in part) communicate "a message relating to any political matter of national importance?"**

☒ **Yes** ☐ **No**

For programming that "communicates a message relating to any political matter of national importance," list the name of the legally qualified candidate(s) the programming refers to, the offices being sought, the date(s) of the election(s) and/or the issue to which the communication refers (if applicable):

A Healthcare bill was written that would have been devastating for Maine. Collins stood behind Maple and voted No to higher premiums, No to age tax & No to massive cuts in coverage. Thank you Collins for standing up for Maine

I represent that the payment for the above described broadcast time has been furnished by (name and address):

AARP 601 E St NW Washington, DC 20049

and you are authorized to announce the time as paid for by such person or entity (hereinafter referred to as the "sponsor").

List the chief executive officers or members of the executive committee or the board of directors below (or attach separately):

David Rosenberg, Director of Brand Advertising
Jodi Sokol, Director, State Outreach

For programming that "communicates a message relating to any political matter of national importance," attach Agreed Upon Schedule (Page 5)

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## TO BE COMPLETED FOR ALL ISSUE ADVERTISEMENTS

**THIS STATION DOES NOT DISCRIMINATE OR PERMIT DISCRIMINATION ON THE BASIS OF RACE OR ETHNICITY IN THE PLACEMENT OF ADVERTISING.**

The Sponsor agrees to indemnify and hold harmless the station for any damages or liability, including reasonable attorney's fees, that may ensue from the broadcast of the above-requested advertisement(s). **For the above-stated broadcast(s), the sponsor also agrees to prepare a script, transcript, or tape, which will be delivered to the station at least _____ before the time of the scheduled broadcasts.**

### *TO BE SIGNED BY ISSUE ADVERTISER (SPONSOR)*

rec'd 8-2-17

| 3/15/17 | | 202-338-8700 |
|---|---|---|
| Date | Signature | Contact Phone Number |

### *TO BE SIGNED BY STATION REPRESENTATIVE*

☒ **Accepted** ☐ **Accepted in Part** ☐ **Rejected**

| | Michael Grant | GSM |
|---|---|---|
| Signature | Printed Name | Title |

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## AGREED UPON SCHEDULE

**For All Issue Advertisements That Communicate a Message Relating to Any Political Matter of National Importance**

| Broadcast Length | Time of Day, Rotation or Package | Days | Class | Times per Week | Number of Weeks |
|---|---|---|---|---|---|
| | | As | ordered | | |

**Attach proposed schedule with charges (if available):**

## AFTER AIRING OF BROADCASTS:

Attach invoices or Schedule Run Summary to this Form showing:

(1) actual air time and charges for each spot;

(2) the date(s), exact time(s) and reason(s) for Make-Good(s), if any; and

(3) the amount of rebates given (identify exact date, time, class of broadcast and dollar amount for each rebate), if any.

**Note: Because the FCC requires that the political file contain the actual time the rate for spots "communicating a political matter of national importance" air, that information should be included in the file as soon as possible. If that information is only generated monthly, the file should include the name of a contact person who can provide the times that and rates for specific spots aired. The FCC's online political files include a folder for "Terms and Disclosures." NAB suggests that, for stations subject to the online public file rule, the names of contact person(s) be placed in that folder.**

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Contract Agreement Between:



# CONTRACT

**WMTW**
**4 Ledgeview Drive**
**Westbrook, ME 04092**
**(207)835-3888**

www.wmtw.com

And:

**GMMB**
**3050 K St NW**
**Washington, DC 20007**

| Contract / Revision | Alt Order # |
|---|---|
| 1644473 / | 25686702 |

| Product | | |
|---|---|---|
| **AARP** | | |
| Contract Dates | Estimate # | |
| **08/02/17 - 08/11/17** | **6040** | |
| Advertiser | Original Date / Revision | |
| **AARP- Issue** | 08/02/17 / 08/02/17 | |

| Billing Cycle | Billing Calendar | Cash/Trade |
|---|---|---|
| EOM/EOC | Broadcast | Cash |
| Property | Account Executive | Sales Office |
| **WMTW** | Shepard Ritzen | Eagle-Philadelp |
| Special Handling | | |
| Demographic | | |
| Adults 35+ | | |
| | | |
| Agy Code | Advertiser Code | Product 1/2 |
| 9912856 | 5 | 8 |
| Agency Ref | Advertiser Ref | |

Unless specified on the line levels below, the Class of Time purchased is Immediately Pre-emptible without Notice

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Days | Length | Spots/ Week | Rate | Rtn | Type | Spots | Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| E 1 | WMTW | 08/02/17 | 08/11/17 | M-F 5a-6a | 5-6a | | :30 | | | | NM | 2 | $160.00 |
| | | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | | |
| | Week: | 07/31/17 | 08/06/17 | MTWTF-- | 1 | $80.00 | | | | | | | |
| | Week: | 08/07/17 | 08/13/17 | MTWTF-- | 1 | $80.00 | | | | | | | |
| E 2 | WMTW | 08/02/17 | 08/11/17 | M-F 6a-7a | 6-7a | | :30 | | | | NM | 2 | $350.00 |
| | | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | | |
| | Week: | 07/31/17 | 08/06/17 | MTWTF-- | 1 | $175.00 | | | | | | | |
| | Week: | 08/07/17 | 08/13/17 | MTWTF-- | 1 | $175.00 | | | | | | | |
| E 3 | WMTW | 08/02/17 | 08/11/17 | M-F 6a-7a | 6-7a | | :30 | | | | NM | 2 | $350.00 |
| | | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | | |
| | Week: | 07/31/17 | 08/06/17 | MTWTF-- | 1 | $175.00 | | | | | | | |
| | Week: | 08/07/17 | 08/13/17 | MTWTF-- | 1 | $175.00 | | | | | | | |
| E 4 | WMTW | 08/02/17 | 08/11/17 | Good Morning America | 7a-9a | | :30 | | | | NM | 4 | $600.00 |
| | | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | | |
| | Week: | 08/02/17 | 08/08/17 | MTWTF-- | 3 | $150.00 | | | | | | | |
| | Week: | 08/09/17 | 08/15/17 | --WTF-- | 1 | $150.00 | | | | | | | |
| E 5 | WMTW | 08/02/17 | 08/11/17 | Good Morning America | 7a-9a | | :30 | | | | NM | 3 | $450.00 |
| | | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | | |
| | Week: | 08/02/17 | 08/08/17 | MTWTF-- | 2 | $150.00 | | | | | | | |
| | Week: | 08/09/17 | 08/15/17 | --WTF-- | 1 | $150.00 | | | | | | | |
| E 6 | WMTW | 08/05/17 | 08/06/17 | Sat/Sun 5a-8a News | 5a-8a | | :30 | | | | NM | 1 | $120.00 |
| | | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | | |
| | Week: | 07/31/17 | 08/06/17 | -----SS | 1 | $120.00 | | | | | | | |
| E 7 | WMTW | 08/05/17 | 08/06/17 | Weekend GMA | 8a-9a | | :30 | | | | NM | 1 | $175.00 |
| | | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | | |
| | Week: | 07/31/17 | 08/06/17 | -----SS | 1 | $175.00 | | | | | | | |
| E 8 | WMTW | 08/06/17 | 08/06/17 | Weekend GMA | 8a-9a | | :30 | | | | NM | 1 | $175.00 |

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Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

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**WMTW**
**4 Ledgeview Drive**
**Westbrook, ME 04092**
**(207)835-3888**

www.wmtw.com

| Contract / Revision | Alt Order # |
|---|---|
| 1644473 / | 25686702 |

| Contract Dates | Product | Estimate # |
|---|---|---|
| **08/02/17 - 08/11/17** | AARP | **6040** |

| Advertiser | Original Date / Revision |
|---|---|
| **AARP- Issue** | 08/02/17 / 08/02/17 |

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Days | Length | Spots/ Week | Rate | Rtn | Type | Spots | Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | | |
| Week: | | 07/31/17 | 08/06/17 | ------S | 1 | $175.00 | | | | | | | |
| E 9 | WMTW | 08/02/17 | 08/11/17 | LIVE WITH KELLY & RYAN | 9a-10a | | :30 | | | | NM | 3 | $225.00 |
| | | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | | |
| Week: | | 08/02/17 | 08/08/17 | MTWTF-- | 2 | $75.00 | | | | | | | |
| Week: | | 08/09/17 | 08/15/17 | --WTF-- | 1 | $75.00 | | | | | | | |
| E 10 | WMTW | 08/02/17 | 08/11/17 | The View | 1058a-12p | | :30 | | | | NM | 3 | $150.00 |
| | | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | | |
| Week: | | 08/02/17 | 08/08/17 | MTWTF-- | 2 | $50.00 | | | | | | | |
| Week: | | 08/09/17 | 08/15/17 | --WTF-- | 1 | $50.00 | | | | | | | |
| E 11 | WMTW | 08/02/17 | 08/11/17 | THE CHEW | 1P-2P | | :30 | | | | NM | 2 | $100.00 |
| | | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | | |
| Week: | | 07/31/17 | 08/06/17 | MTWTF-- | 1 | $50.00 | | | | | | | |
| Week: | | 08/07/17 | 08/13/17 | MTWTF-- | 1 | $50.00 | | | | | | | |
| E 12 | WMTW | 08/02/17 | 08/11/17 | GENERAL HOSPITAL | 2-3P | | :30 | | | | NM | 2 | $120.00 |
| | | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | | |
| Week: | | 07/31/17 | 08/06/17 | MTWTF-- | 1 | $60.00 | | | | | | | |
| Week: | | 08/07/17 | 08/13/17 | MTWTF-- | 1 | $60.00 | | | | | | | |
| E 13 | WMTW | 08/02/17 | 08/11/17 | Ellen | 3-4P | | :30 | | | | NM | 5 | $400.00 |
| | | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | | |
| Week: | | 08/02/17 | 08/08/17 | MTWTF-- | 4 | $80.00 | | | | | | | |
| Week: | | 08/09/17 | 08/15/17 | --WTF-- | 1 | $80.00 | | | | | | | |
| E 14 | WMTW | 08/02/17 | 08/11/17 | NEWS 8 @ 4P | 4-5P | | :30 | | | | NM | 5 | $500.00 |
| | | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | | |
| Week: | | 08/02/17 | 08/08/17 | MTWTF-- | 4 | $100.00 | | | | | | | |
| Week: | | 08/09/17 | 08/15/17 | --WTF-- | 1 | $100.00 | | | | | | | |
| E 15 | WMTW | 08/02/17 | 08/11/17 | NEWS 8 @ 5P | 5-6P | | :30 | | | | NM | 5 | $625.00 |
| | | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | | |
| Week: | | 08/02/17 | 08/08/17 | MTWTF-- | 4 | $125.00 | | | | | | | |
| Week: | | 08/09/17 | 08/15/17 | --WTF-- | 1 | $125.00 | | | | | | | |
| E 16 | WMTW | 08/02/17 | 08/11/17 | NEWS 8 @ 5P | 5-6P | | :30 | | | | NM | 5 | $625.00 |
| | | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | | |
| Week: | | 08/02/17 | 08/08/17 | MTWTF-- | 4 | $125.00 | | | | | | | |
| Week: | | 08/09/17 | 08/15/17 | --WTF-- | 1 | $125.00 | | | | | | | |
| E 17 | WMTW | 08/02/17 | 08/11/17 | NEWS 8 @ 6P | 6P-7P | | :30 | | | | NM | 5 | $2,000.00 |
| | | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | | |
| Week: | | 08/02/17 | 08/08/17 | MTWTF-- | 4 | $400.00 | | | | | | | |
| Week: | | 08/09/17 | 08/15/17 | --WTF-- | 1 | $400.00 | | | | | | | |
| E 18 | WMTW | 08/02/17 | 08/11/17 | World News Tonight | 630P-7P | | :30 | | | | NM | 5 | $2,750.00 |
| | | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | | |
| Week: | | 08/02/17 | 08/08/17 | MTWTF-- | 4 | $550.00 | | | | | | | |
| Week: | | 08/09/17 | 08/15/17 | --WTF-- | 1 | $550.00 | | | | | | | |
| E 19 | WMTW | 08/05/17 | 08/05/17 | SAT/SUN 6P NEWS | 6P-630P | | :30 | | | | NM | 1 | $150.00 |
| | | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | | |
| Week: | | 07/31/17 | 08/06/17 | -----S- | 1 | $150.00 | | | | | | | |
| E 20 | WMTW | 08/02/17 | 08/11/17 | WHEEL OF FORTUNE | 7P-730P | | :30 | | | | NM | 5 | $2,500.00 |
| | | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | | |

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| Contract / Revision | Alt Order # |
|---|---|
| 1644473 / | 25686702 |

| Contract Dates | Product | Estimate # |
|---|---|---|
| **08/02/17 - 08/11/17** | AARP | **6040** |

| Advertiser | Original Date / Revision |
|---|---|
| **AARP- Issue** | 08/02/17 / 08/02/17 |

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Days | Length | Spots/ Week | Rate | Rtn | Type | Spots | Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | | |
| Week: | | 08/02/17 | 08/08/17 | MTWTF-- | 4 | $500.00 | | | | | | | |
| Week: | | 08/09/17 | 08/15/17 | --WTF-- | 1 | $500.00 | | | | | | | |
| E 21 | WMTW | 08/02/17 | 08/11/17 | JEOPARDY | 730P-8P | | :30 | | | | NM | 5 | $3,250.00 |
| | | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | | |
| Week: | | 08/02/17 | 08/08/17 | MTWTF-- | 4 | $650.00 | | | | | | | |
| Week: | | 08/09/17 | 08/15/17 | --WTF-- | 1 | $650.00 | | | | | | | |
| D 22 | WMTW | 08/05/17 | 08/05/17 | WHEEL OF FORTUNE WKN | 7-730p | | :30 | | | | NM | 0 | $0.00 |
| E 23 | WMTW | 08/05/17 | 08/05/17 | SAT JEOPARDY | 730P-8P | | :30 | | | | NM | 1 | $200.00 |
| | | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | | |
| Week: | | 07/31/17 | 08/06/17 | -----S- | 1 | $200.00 | | | | | | | |
| N 24 | WMTW | 08/07/17 | 08/07/17 | BACHELORETTE FINALE | Prime Other | | :30 | | | | NM | 1 | $450.00 |
| | | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | | |
| Week: | | 08/07/17 | 08/13/17 | M------ | 1 | $450.00 | | | | | | | |
| E 25 | WMTW | 08/04/17 | 08/11/17 | 20/20 | 10p-11p | | :30 | | | | NM | 2 | $400.00 |
| | | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | | |
| Week: | | 07/31/17 | 08/06/17 | ----F-- | 1 | $200.00 | | | | | | | |
| Week: | | 08/07/17 | 08/13/17 | ----F-- | 1 | $200.00 | | | | | | | |
| E 26 | WMTW | 08/06/17 | 08/06/17 | CELEBRITY FAMILY FEUD | 8p-9p | | :30 | | | | NM | 1 | $325.00 |
| | | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | | |
| Week: | | 07/31/17 | 08/06/17 | ------S | 1 | $325.00 | | | | | | | |
| E 27 | WMTW | 08/06/17 | 08/06/17 | $100K PYRAMID | 10p-11p | | :30 | | | | NM | 1 | $325.00 |
| | | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | | |
| Week: | | 07/31/17 | 08/06/17 | ------S | 1 | $325.00 | | | | | | | |
| E 28 | WMTW | 08/02/17 | 08/11/17 | Late News | M-F 11-1135p, Sa- | | :30 | | | | NM | 4 | $260.00 |
| | | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | | |
| Week: | | 08/02/17 | 08/08/17 | MTWTFSS | 3 | $65.00 | | | | | | | |
| Week: | | 08/09/17 | 08/15/17 | --WTF-- | 1 | $65.00 | | | | | | | |
| E 29 | WMTW | 08/02/17 | 08/11/17 | Jimmy Kimmel | Jimmy Kimmel | | :30 | | | | NM | 3 | $75.00 |
| | | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | | |
| Week: | | 08/02/17 | 08/08/17 | MTWTF-- | 2 | $25.00 | | | | | | | |
| Week: | | 08/09/17 | 08/15/17 | --WTF-- | 1 | $25.00 | | | | | | | |
| E 30 | WMTW | 08/02/17 | 08/11/17 | Nightline | Nightline | | :30 | | | | NM | 3 | $60.00 |
| | | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | | |
| Week: | | 08/02/17 | 08/08/17 | MTWTF-- | 2 | $20.00 | | | | | | | |
| Week: | | 08/09/17 | 08/15/17 | --WTF-- | 1 | $20.00 | | | | | | | |
| E 31 | WMTW | 08/02/17 | 08/06/17 | Matter of Fact | SUN 10-1030A | | :30 | | | | NM | 2 | $175.00 |
| | | Start Date | End Date | Weekdays | Spots/Week | Rate | | | | | | | |
| Week: | | 07/31/17 | 08/06/17 | ------S | 2 | $87.50 | | | | | | | |
| | | | | | | Totals | 0.00 | | | | | 85 | $18,045.00 |

| Time Period | # of Spots | Gross Amount | Agency Comm. | Net Amount |
|---|---|---|---|---|
| 07/31/17 -08/11/17 | 85 | $18,045.00 | ($2,706.75) | $15,338.25 |
| Totals | 85 | $18,045.00 | ($2,706.75) | $15,338.25 |

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| 1644473 / | 25686702 |

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| **08/02/17 - 08/11/17** | AARP | **6040** |

| Advertiser | Original Date / Revision |
|---|---|
| **AARP- Issue** | 08/02/17 / 08/02/17 |

**Signature:** _____ **Date:** _____

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## STANDARD TERMS AND CONDITIONS
## FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity contracting to purchase Advertising on its own behalf ("Advertiser"), or on behalf of the advertiser named on the face of the advertising purchase contract or media order ("Agency"), (collectively known as "Purchaser") and the station accepting this contract ("Station") hereby agree that the advertising purchase contract, or media order, shall be governed by the conditions and terms set forth below. Advertising shall encompass the purchase of advertising time, sponsorships, program content and/or other services ("Ads") distributed by Station through either a broadcast signal or the retransmission or other distribution of a broadcast signal ("collectively known as "Distribution"). Digital Advertising will be governed by the Digital Terms and Conditions which can be found at http://www.hearst.com/newsroom/hearst-television-digitaladvertising-terms-conditions and incorporated here.

**1. BILLING AND PAYMENTS**

(a) Station will, from time to time at intervals following Distribution hereunder, bill Purchaser at the address listed on the purchase contact or media order. Payment shall be made in advance of Distribution unless credit arrangements acceptable to Station have previously been made in writing, in which event payment shall be made no later than 30 days after receipt by Purchaser of Station invoice. Station reserves the right to cancel credit arrangements at any time with or without notice for whatever reason. Purchaser agrees to notify Advertiser of the terms and conditions herein immediately.

(b) Purchaser is acting as agent for a disclosed principal (i.e., the Advertiser named on the purchase contract or media order) and Purchaser (unless otherwise specified in writing) will act as agent for making payment on all invoiced amounts hereunder. This stipulation cannot be amended without prior written authorization from the station. Purchaser and Advertiser shall be jointly liable for the payment of sums due hereunder, but Station agrees to look initially to Purchaser for the payment of sums due hereunder, unless Purchaser fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to Purchaser on all unpaid billings for services rendered including all applicable taxes by Station hereunder (excluding advertising agency commissions). If Station has not received payment from Purchaser within 60 days from the due date of the invoice, Station may consider the invoice to be delinquent and may invoice or contact the Advertiser directly for payment after notifying the Purchaser of its intention. Nothing herein contained relating to the payment of invoiced amounts by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If the purchase contract or media order is with a media buying service, all references herein to Purchaser shall apply to the media buying service.

**2. TERMINATION**

(a) Unless otherwise specified in writing, either party may terminate a purchase contract or media order, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Purchaser, termination shall not be effective until after two (2) weeks of Distribution hereunder. If Purchaser so terminates this contract, it shall pay Station at the earned rate for all Ads pursuant to the purchase contract or media order through the effective date of termination.

(b) Station may, upon notice to Purchaser, terminate the purchase contract or media order at any time; (i) upon material breach by Purchaser; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Purchaser's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Purchaser's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.

(c) Purchaser may, upon notice to Station, terminate the purchase contract or media order at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual non-cancellable out-ofpocket

costs necessarily incurred by Purchaser in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Purchaser gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.

(d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

**3. OMISSION OF DISTRIBUTION**

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to distribute any or all of the Ads, announcement(s) or programs to be distributed hereunder, Station shall not be in breach hereof, but Purchaser shall be entitled to an adjustment as follows: (i) if no part of a scheduled Distribution is made, a later Distribution shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted Distribution shall be waived; (ii) if a material part, but not all, of a scheduled is omitted, a later Distribution shall be made at a reasonable substitute date and time. The foregoing shall not deprive Purchaser of the benefit of any discounts which it would have earned hereunder if the Distribution had been made in its entirety.

**4. PREEMPTIONS**

Station shall have the right to cancel any Ads or portion thereof covered by the purchase contract or media order in order to distribute any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Purchaser of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the Distribution so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Purchaser will not have to pay Station any charges allocable to the canceled Distribution.

**5. FIXED RATE PURCHASES**

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed



(i.e., not a pre-emptible) rate, and it is so indicated on the face of the contract or media order, Station may preempt at its sole discretion for any reason, provided that for purposes of clarification, notwithstanding anything to the contrary herein, fixed rate time may be preempted to comply with the Communications Act. In the event of preemption or omission, Purchaser shall be accorded another Distribution at a reasonably satisfactory substitute date and time, at no additional charge therefor.

**6. PURCHASER MATERIAL**

All commercial materials (if so specified on the face of the purchase contract or media order, all program materials, including talent) shall be furnished by Purchaser and delivered to Station at Purchaser's sole cost and expense. Purchaser shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of Distribution. All materials furnished by Purchaser (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Purchaser to edit such materials. Station will not be liable for loss or damage to Purchaser's material or, even if accepted by Station, for communications from others.

If Purchaser requests within 30 days of last Distribution hereunder, Station will, at Purchaser's expense, return Purchaser material to Purchaser. If Purchaser does not so request, Station has the right to dispose of all Purchaser material any time after 60 days following the last Distribution hereunder.

Purchaser and/or Advertiser, represent that the commercial materials provided shall (i) not infringe the copyright, ownership or authorship of any third party; (ii) be free and clear for Distribution without obtaining any further consents or approvals; and (iii) not be defamatory, libelous, pornographic, obscene or otherwise unlawful. In addition, Advertiser shall represent it has a reasonable basis for all claims made within the Ads, possesses appropriate documentation to substantiate such claims, and it has sole right, title, interest or permission to make use of the names, logos and/or trademarks used in the Ads.

Advertiser and Agency, jointly and severally, represent, warrant, and covenant that the advertising supplied to Station, including any music contained therein, is

rights-cleared for exhibition, distribution, performance, and/or retransmission by broadcast television, including on a mobile DTV (ATSC M/H or successor standard) basis, and by any multichannel video programming distributor or any other video delivery system, including, but not limited to, streaming over the Internet or distribution on a TV-Everywhere-type and/or OTT basis, whether on a linear, video-on-demand, start-over, or look-back basis.

**7. INDEMNIFICATION**

Purchaser hereby represents and warrants to Station that Station and its licensees have the right to distribute the Ads and all commercial materials without

infringing or violating the rights of any party or violation of any law, rule or regulation. Purchaser agrees, at its or their own expense, to indemnify, defend and hold harmless Station, its licensees, and its and their parent companies, employees, officers, directors, representatives, agents and affiliates, from and against any and all claims (including but not limited to, claims of trademark or copyright infringement, libel, defamation, false, deceptive or misleading advertising or sales practices), demands, suits, actions, proceedings, damages, losses, costs and expenses (including reasonable attorneys' fees and costs) and other liabilities of any kind whatsoever arising out of or related to (a) the Distribution of any advertisement hereunder, (b) the commercial materials or any matter or thing contained in any Ad, and/or (c) any material of Purchaser in which viewers or users can link through any Ad. Advertiser and Purchaser shall be jointly and severally liable and responsible for fulfilling indemnification obligations hereunder. Purchaser represents and warrants that it has the authority, as agent, to bind Advertiser to these Terms and Conditions and the purchase contract or media order. The provisions of this Paragraph 7 shall survive the expiration or termination of these Terms and Conditions and any purchase contract or media order.

**8. CONSEQUENTIAL DAMAGES**

STATION SHALL NOT BE LIABLE TO THE ADVERTISER, ITS PURCHASER OR ANY THIRD PARTY UNDER OR IN RELATION TO THESE TERMS OR ANY PURCHASE CONTRACT OR MEDIA ORDER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND OR NATURE, UNDER POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL STATION'S LIABILITY UNDER OR IN RELATION TO THESE ANY THEORY OF LAW OR EQUITY, AND WHETHER OR NOT STATION HAS BEEN ADVISED OF THE TERMS OR ANY INSERTION ORDER EXCEED THE FEES ACTUALLY PAID TO STATION FOR THE ADVERTISEMENT GIVING RISE TO SUCH LIABILITY.

**9. GENERAL**

(a) Station will distribute the Ads, announcements and programs covered by the purchase contract or media order on the dates and at the approximate Distribution periods provided on the face hereof.

(b) The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commercial materials and other property furnished by the Agency in connection with Distributions hereunder. The Station will not accept or process mail, correspondence, or telephone calls in connection with Distribution except after its prior approval.

(c) Interest charges and reasonable collection fees may be applied to past due amounts at the rate of 1.5 percent per month (or less, the maximum lawful interest rate) beginning on the 61st day.

(d) Purchaser shall not assign this contract. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for Distributions thereafter. Station is not required to distribute hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.

(e) The purchase contract or media order contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. If there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision.

For information relating to political advertising, Agency and Advertiser are encouraged to request Station's current political advertising disclosure statement.