



WMBC-TV BROADCAST ORDER

ATTN: [REDACTED]
CLIENT: Smith Media Group
C/O Perry Stone, Voice of Evangelism Ministry
2620 North Dixie Highway
Lima, OH 45801

PHONE: [REDACTED]
FAX: [REDACTED]

DATE: 7/1/2023 until 6/30/2024
LENGTH: 28:30 Minutes per hour.
AMOUNT: [REDACTED]

DAYS: Wednesdays at 08:00am – 8:30am

PRODUCTION: Programming to be delivered one (1) week prior to air
To: **WMBC-TV, 99 Clinton Road, West Caldwell, NJ 07006**

TERMS:

[REDACTED]

liability to Station. If requested, WMBC-TV will return Client's tapes to Client, at Client's expense. This contract may not be cancelled by Client before July 31, 2023. Thereafter, either party may, upon thirty (30) days written notice, elect to cancel this agreement, with no further obligation to either party, however Client must pay in full all amounts owed to WMBC-TV as of the cancellation date. Client assumes all legal responsibility and liability for program content and payment of this contract. If legal action is necessary to enforce the terms of this contract, such action may, at the discretion of WMBC-TV, be instituted according to the laws of the State of New Jersey. Client hereby represents and warrants that it holds and has authority to license or assign the lawful right to perform, broadcast, webcast, transmit and copy all material contained in the Programming. Client shall indemnify, defend, and hold harmless WMBC-TV, its officers, employees, agents, assigns and any cable system operator or other company which retransmits WMBC-TV's signal against any liabilities, including but not limited to all claims for costs or expenses, losses, product liability, claims of invasion of privacy or defamation,

[REDACTED]

Accepted for Station:

BY: Victor C. Joo
DATE: 6/27/2023

Accepted for Client:

BY: ANGELA SMITH
DATE: 6/15/2023

WMBC-TV
99 Clinton Road
West Caldwell, NJ 07006
Attn: Victor C. Joo

Smith Media Group
c/o Perry Stone, Voice of Evangelism Ministry
2620 North Dixie Highway
Lima, OH 45801
Attn: Ms. Angela Smith

PS.2023

ATTACHMENT I

Broadcast Station Programming Policy Statement: The following sets forth the policies generally applicable to the presentation of programming and advertising over the Station. All programming and advertising provided by the Client for broadcast on the Station must conform to these policies and to the provisions of the Communications Act of 1934, as amended (the "Act"), and the Rules and Regulations of the Federal Communications Commission ("FCC"). This Policy shall be in addition to any other programming requirements set out in the Agreement and is not intended to be an exhaustive list of all policies with which the Client must adhere.

Public Interest: Any program provided by the Client (regardless of its original source) must serve the public interest, convenience and necessity.

Sponsorship Identification: When money, service, or other valuable consideration is either directly or indirectly paid or promised as part of an arrangement to transmit any programming by the Client, the Client shall cause to air, as part of its broadcast, an announcement indicating (1) that the matter is sponsored, either in whole or in part; and (2) by whom or on whose behalf the matter is sponsored. Products or services furnished to the Client in consideration for an identification of any person, product, service, trademark or brand name shall be identified in this manner. In the case of any political or controversial issue broadcast for which any material or service is furnished as an inducement for its transmission, an announcement shall be made at the beginning and conclusion of the broadcast stating (1) the material or service that has been furnished; and (2) the person(s) or association(s) on whose behalf the programming is transmitted. However, if the broadcast is 5 minutes in duration or less, the required announcement need only be made either at its beginning or end.

Payola/Plugola: The Client shall not accept or agree to accept from any person any money, service, or other valuable consideration for the broadcast of any matter unless such fact is disclosed to the Station so that all required sponsor identification announcements can be made. All persons responsible for Client's programs must, from time to time, execute such documents as may be required by Station management to confirm their understanding of and compliance with the FCC's sponsorship identification requirements.

Political Broadcasting: To the extent any of Client's programs or advertisements qualify as "uses" of the Station by legally qualified candidates for elective office, such program or advertisement shall be in accordance with the Act and the FCC's rules and policies.

Obscenity and Indecency: The Client's programs shall not contain any obscene material. Material is deemed to be obscene if the average person, applying contemporary community standards in the local community, would find that the material, taken as a whole, appeals to the prurient interest; depicts or describes in a patently offensive way sexual conduct specifically defined by applicable state law; and taken as a whole, lacks serious literary, artistic, political or scientific value. The Client's programs, to the extent broadcast outside of the periods of time prescribed by the Commission, shall not contain indecent material. Material is deemed to be indecent if it includes language or material that, either "fleeting" or in context, depicts or describes, in terms patently offensive as measured by contemporary community standards for the broadcast medium, sexual or excretory activities or organs.

Hoaxes: The Client's programs shall not knowingly contain false information concerning a crime or catastrophe.

Lottery: The Client's programs shall not contain any material or advertising concerning any lottery, except as permitted by the Act, the rules and regulations of the FCC, and New Jersey State law.

Advertising: The Client shall comply with all federal, state and local laws concerning advertising, including without limitation, all laws concerning misleading advertising, and the advertising of alcoholic beverages.

Programming Prohibitions: Knowing broadcast of the following types of programs and announcements is prohibited:

False Claims. False or unwarranted claims for any product or service.

Unfair Imitation. Infringements of another advertiser's rights through plagiarism or unfair imitation of either program idea or copy, or any other unfair competition.

Commercial Disparagement. Any unfair disparagement of competitors or competitive goods.

Profanity. Any programs or announcements that is slanderous, obscene, profane, vulgar, repulsive or offensive, as evaluated by Station management.

Violence. Any programs which are excessively violent.

Unauthenticated Testimonials. Any testimonials which cannot be authenticated.

Credit Terms: The Client's programs or advertising shall not contain credit terms that are not in full compliance with the rules and regulations of the Federal Trade Commission.

Client's Initial: *JF*

Copyright: Client is responsible for paying all copyright and music license fees associated with the broadcast of Client's programming.

Non-Discrimination Clause: This station does not discriminate in the sale of advertising time, and will accept no advertising which is placed with intent to discriminate on the basis of race, gender or ethnicity. Client 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.

Program Delivery: Client is responsible for delivering all program content to the Station via a satellite signal or fiber optic link. Any and all special devices or fees associated with the receipt and/or delivery of any broadcast signal shall be the responsibility of the Client.

Program Quality: The production and signal resolution values associated with each program supplied by the Client shall be consistent with professional commercial television broadcasts and in compliance with the Communications Laws. The Client shall comply with the Communications Laws governing broadcast content, including but not limited to the requirement to broadcast three (3) hours per week of "core" children's programming.

Program Guide: The Client agrees to provide the Station, seven (7) days in advance of the scheduled air date, with television guide data regarding each program, utilizing industry traffic software or an Excel spreadsheet, for use by publishers of television guide listings. Such data must be in conformance with the FCC's Program and System Information Protocol ("PSIP"). For the avoidance of doubt, the following program data is required: (1) title of each program, including an indication of whether it is a continuing series (i.e., "Daily News, M-F, 5p-6p"); (2) the start and end times of each broadcast day; (3) the language of the program; (4) a 1-2 sentence description of the program; (5) the type of audio provided (e.g., stereo, surround sound, etc.); (6) any parental rating of a program, using standard TV ratings (e.g., None, TV-G, TV-PG, TV-14, TV-M); and (7) whether the program is closed-captioned.

Program Pre-emption: In the event of a pre-emption or disruption of service caused by failure at the Station's facilities, the Client shall receive a credit, on a pro-rated basis, for the duration of the disruption or disruption of service. If the performance of any obligation hereunder is interfered with by reason of any circumstance beyond Station's reasonable control, including but not limited to acts of God, labor strikes and other labor disturbances, power surges or failures, or the act or omission of any third party, Station shall be excused from such performance to the extent necessary, provided that Station shall use reasonable efforts to remove such causes of non-performance. In addition, the Client shall provide the Station, at the Client's sole expense, with six (6) hours' worth of suitably generic programs of content and resolution quality consistent with professional commercial television broadcasts, which may be used by the Station, in the Station's sole discretion, in the event of an emergency, an interruption in program delivery or a degradation in program quality. The Station reserves the right to pre-empt programming if the Station determines that such program is not in the public interest or if the Station determines that a substitute program has greater national, regional or local interest. The Station also reserves the right to break into a Client program without prior notice in case of an emergency.

Operation of Station: Notwithstanding any other provision of this Agreement, Station shall have full authority and power over the operation of the Digital Stream and the Station during the period of this Agreement.

Client's Initial: 

