

Citizens for Responsible Energy - RC



Client: Citizens for Responsible Energy Solutions

Agency: CTV MEDIA INC.

Bill to:

1490 MANNING PARKWAY

POWELL, OH 43065-9171

Zones: 2135

Flight Dates: 07/31/2021 - 08/20/2021

Total # of Active Wks: 4

Unit Length: 30

EDI Estimate: 54120

Traffic Order #: 11256552

EDI Order: 10855298

TIM#: 99152

AE: Annette Adams

Phone #: 6053575803

E-mail: Annette.Adams@Midco.com

Office: SF

Sales Assistant: Ad Sales Operations

Zone(s): RAPID CITY

Order Comments: Separation: 30STARTS 7/31 AND WILL BE PRE-PAYMENT, ELECTRONIC INV TO 352 is preferred. Include EST # & Syscide. Advertiser is Liable for payment except. We place this order on their behalf & accept sequential liability. 2 week cancel required. Unless otherwise noted on order, m/g in flight on purchased inventory. Contact Tammi or Tracy here at CTV with all traffic questions and weeks or offer written submissions for written approval.

Network	Start Date	End Date	Daypart	Unit Len	Program Name	Units/Wk	Total Units	Rate
FXNC	08/06/21	08/06/21	F 6a-7p	30	Various	5	5	\$12.00
FXNC	08/13/21	08/13/21	F 6a-7p	30	Various	5	5	\$12.00
FXNC	08/20/21	08/20/21	F 6a-7p	30	Various	5	5	\$12.00
FXNC	08/02/21	08/02/21	M 6a-7p	30	Various	5	5	\$12.00
FXNC	08/09/21	08/09/21	M 6a-7p	30	Various	5	5	\$12.00
FXNC	08/16/21	08/16/21	M 6a-7p	30	Various	5	5	\$12.00
FXNC	07/31/21	07/31/21	Sa 6a-7p	30	Various	5	5	\$12.00
FXNC	08/07/21	08/07/21	Sa 6a-7p	30	Various	5	5	\$12.00
FXNC	08/14/21	08/14/21	Sa 6a-7p	30	Various	5	5	\$12.00
FXNC	08/01/21	08/01/21	Su 6a-7p	30	Various	5	5	\$12.00
FXNC	08/08/21	08/08/21	Su 6a-7p	30	Various	5	5	\$12.00
FXNC	08/15/21	08/15/21	Su 6a-7p	30	Various	5	5	\$12.00
FXNC	08/05/21	08/05/21	Th 6a-7p	30	Various	5	5	\$12.00
FXNC	08/12/21	08/12/21	Th 6a-7p	30	Various	5	5	\$12.00
FXNC	08/19/21	08/19/21	Th 6a-7p	30	Various	5	5	\$12.00
FXNC	08/03/21	08/03/21	Tu 6a-7p	30	Various	5	5	\$12.00
FXNC	08/10/21	08/10/21	Tu 6a-7p	30	Various	5	5	\$12.00
FXNC	08/17/21	08/17/21	Tu 6a-7p	30	Various	5	5	\$12.00
FXNC	08/04/21	08/04/21	W 6a-7p	30	Various	5	5	\$12.00
FXNC	08/11/21	08/11/21	W 6a-7p	30	Various	5	5	\$12.00
FXNC	08/18/21	08/18/21	W 6a-7p	30	Various	5	5	\$12.00
Totals							105	

TIM#: 99152

Summary:

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FXNC	08/06/21	08/06/21	F 6a-7p	30	Various	5	5	\$12.00	2135
FXNC	08/13/21	08/13/21	F 6a-7p	30	Various	5	5	\$12.00	2135
FXNC	08/20/21	08/20/21	F 6a-7p	30	Various	5	5	\$12.00	2135
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FXNC	08/18/21	08/18/21	W 6a-7p	30	Various	5	5	\$12.00	2135
Totals							105		

Order Summary:

Zone Description: 2135 RAPID CITY

Total Gross\$: \$1,260.00

Total Net\$: \$1,071.00

Broadcast Month Totals:

	Aug21	Total
Total Gross \$	\$1,260.00	\$1,260.00
Total Net \$	\$1,071.00	\$1,071.00
Total Units	105	105

Total By Zone:

	2135
Gross \$	\$1,260.00
Net \$	\$1,071.00
Units	105

Terms and Conditions:

MIDCONTINENT COMMUNICATIONS
BUSINESS SOLUTIONS ADVERTISING TERMS and CONDITIONS

1. Payment and Billing

a. Midcontinent Communications will be ADVERTISER unless otherwise provided on the face of this contract, at monthly intervals, and ADVERTISER agrees to pay each bill in full at the office of Midcontinent Communications or of its authorized representative, within 30 days after the rendering date of each bill. Midcontinent Communications invoices shall be in accordance with the log, shall so state, and shall be deemed to be correct unless proved otherwise. Upon request of ADVERTISER, affidavits of performance will be furnished by Midcontinent Communications but the furnishing of such affidavits shall not serve as a condition precedent to the payment, or the time of payment, of any bill rendered hereunder.

b. All rates are net to Midcontinent Communications. If this contract is with a recognized advertising agency, then the agency shall be solely liable for payment as the principal contractor for the advertising. In the case of delinquency of payment by the Agency, the ADVERTISER shall be liable, but only as to bills not paid to the agency, and as to bills paid to the agency after the ADVERTISER knew the Agency's credit was impaired, or after Midcontinent Communications has notified the ADVERTISER that the agency is delinquent in payment.

2. Termination

a. This agreement may be canceled by ADVERTISER upon written notice received by Midcontinent Communications not less than two weeks in advance of cancellation date.

b. For violation of any of the conditions herein, or for failure of ADVERTISER to pay any sum when due, Midcontinent Communications may terminate any and all rights of ADVERTISER hereunder, and may, without liability refuse to permit ADVERTISER to make use of Midcontinent Communications in the future, but such termination shall not in any way release ADVERTISER from its obligation to pay the full amount due for programs or announcements broadcast pursuant to this contract. Midcontinent Communications will inform ADVERTISER of the reason for any such termination.

c. In the event of termination of contract, the amount due shall be calculated at the earned rate for Midcontinent Communications rate card for the quantity of announcements of programs actually broadcast.

3. Inability to Broadcast

a. In the event that for any reason, Midcontinent Communications is unable to broadcast any or part of any program or announcement at any stipulated time, Midcontinent Communications may make the broadcasts at subsequent times, in the same or comparable classes of air time. If the broadcast is not made at a subsequent time, the ADVERTISER will not be required to pay for the canceled program or announcement.

b. Midcontinent Communications shall have the right to substitute for any program or announcement to be broadcast hereunder, any matter which its sole discretion is deemed to be of greater local or national importance. In any such case, Midcontinent Communications will notify the ADVERTISER in advance or within a reasonable time after the substitution, and the provisions of Paragraph 3(a) shall apply.

4. Program Formation

a. This agreement is subject to the terms of licenses held by Midcontinent Communications, and to all federal, state and municipal laws now in force or hereafter enacted, including the rules, regulations, orders, decisions and policies of the Federal Communications Commission.

b. All programs or announcements to be broadcast are subject to the prior approval of Midcontinent Communications and Midcontinent Communications without restriction or liability, reserves the right to refuse to broadcast any program or announcement which Midcontinent Communications in its sole discretion determines to be unsatisfactory, unsuitable, or contrary to the public interest.

c. This agreement does not obligate Midcontinent Communications to broadcast the programs or announcements provided herein, or any recording or material, in any manner not consistent with established policies and practices of Midcontinent Communications.

d. Midcontinent Communications will not be required by ADVERTISER to make broadcasts regarding any product or service other than that which is specified herein.

e. This agreement is not exclusive as to the business, products, or services of the ADVERTISER and Midcontinent Communications remains free to solicit and to broadcast programs or announcement of other advertisers whether or not they are in competition with the business, products or services of the ADVERTISER.

f. Such information, materials or talent as are to be provided by ADVERTISER for the purposes of the programs or announcements provided for herein are to be

furnished to Midcontinent Communications not less than 72 hours in advance of the schedule broadcast times. Should ADVERTISER fails to meet this requirement or otherwise fail to make use of the time contracted for herein, Midcontinent Communications reserves the right to substitute another program of announcement at the expense of ADVERTISER if Midcontinent Communications is not otherwise compensated and ADVERTISER will remain liable for the full amount of the sum contracted herein.

g. Midcontinent Communications will exercise normal precautions in the receipt and handling of any program material or other property furnished by ADVERTISER for the purposes of the programs or announcements provided for herein, but shall not be liable for loss or damage thereto.

5. Broadcast Liabilities

a. ADVERTISER will hold and save Midcontinent Communications harmless against any and all liability for any violation of law or regulation, or for any injury to or violation of the rights of any person resulting from broadcasting of any material furnished by ADVERTISER, or the use of any talent provided by ADVERTISER for the purposes of the programs and announcements provided for herein.

b. Midcontinent Communications will hold and save ADVERTISER harmless against any and all similar liability for the broadcasting of any material or the use of any talent which was not provided by ADVERTISER.

c. The provision of Paragraph 5 (a) and (b) shall survive any cancellation or termination of this agreement.

6. General

a. This agreement and the rights and obligations hereunder may not be assigned or transferred by either party without the prior written consent of the other.

b. This contract contains each and all the understandings and agreements between the parties with respect to the programs or announcement to be broadcast hereunder.

c. Failure of Midcontinent Communications to enforce any provision of this agreement in any one instance shall not be construed as a general relinquishment or waiver on its part of any of its rights under this agreement.

7. Authorization

a. The person entering in the Contract for ADVERTISER warrants that he/she is authorized by ADVERTISER to do so. Misrepresentation of this warrant of authority by the person entering into this Contract for ADVERTISER with Midcontinent Communications for the purpose of obtaining advertising shall transfer liability for payment of such advertising and/or services including late fees, finance charges, and legal or collection fees to the person(s) entering into this agreement.