CONTRACT

WGTU
8513 M-72 West
Traverse City, MI 49684
(231) 946-2900

And:

National Media Research Planning Place
815 Slaters Ln
Alexandria, VA 22314

Contract / Revision	Alt Order #
320893 /	07375518

Product
NRCC IE 2014

Contract Dates	Estimate #
09/19/14 - 09/25/14	**5326**

Advertiser	Original Date / Revision
National Republican Congressional Commite	09/17/14 / 09/22/14

Billing Cycle	Billing Calendar	Cash/Trade
EOM/EOC	Broadcast	Cash
Station	**Account Executive**	**Sales Office**
WGTU	HRP HRP-Washingto	HRP Washingto

Special Handling

Demographic
Adults 35+

IDB#	Advertiser Code	Product Code
	155	670

Agency Ref	Advertiser Ref

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Type	Spots	Amount
N 1	WGTU	09/19/14	09/19/14	M-F 4p-5p	4p-5p		:30			NM	1	$60.00
Week:	Start Date 09/15/14	End Date 09/21/14	Weekdays ----1--	Spots/Week 1	Rate $60.00							
N 2	WGTU	09/19/14	09/19/14	M-F 5p-6p	5:00 PM-6:00 PM		:30			NM	1	$60.00
Week:	Start Date 09/15/14	End Date 09/21/14	Weekdays ----1--	Spots/Week 1	Rate $60.00							
N 3	WGTU	09/22/14	09/22/14	M-F 4p-5p	4:00 PM-5:00 PM		:30			NM	1	$60.00
Week:	Start Date 09/22/14	End Date 09/28/14	Weekdays 1------	Spots/Week 1	Rate $60.00							
N 4	WGTU	09/22/14	09/22/14	M-F 5p-6p	5:00 PM-6:00 PM		:30			NM	1	$60.00
Week:	Start Date 09/22/14	End Date 09/28/14	Weekdays 1------	Spots/Week 1	Rate $60.00							
N 5	WGTU	09/20/14	09/20/14	College Football Game 2	3:30 PM-7:00 PM		:30			NM	1	$1,050.00
Week:	Start Date 09/15/14	End Date 09/21/14	Weekdays -----1-	Spots/Week 1	Rate $1,050.00							
Spot	Ch	Date Range	Description	Start/End Time	Weekdays		Length		Rate	Type		
1	*WGTU*	*09/15/14-09/21/14*	*College Football Game 2*	*3:30 PM-7:00 PM*	-------Sa--		*:30*		~~*$1,050.00*~~	*NM*		
	See MG 5.2											
2	*WGTU*	*09/15/14-09/21/14*	*College Football Game 1*	*College Football G*	------FSaSu		*:30*		~~*$1,050.00*~~	*NM*		
Ⓜ	*See MG 5.3*											
3	*WGTU*	*09/15/14-09/21/14*	*College Football Game 2*	*College Football G*	------FSaSu		*:30*		~~*$1,050.00*~~	*NM*		
Ⓜ	*See MG 5.4*											
4	WGTU	09/15/14-09/21/14	College Football Game 1	College Football G	-------Sa--		:30		$1,050.00	NM		
Ⓜ	MG for 5.3 09/21											
N 6	WGTU	09/20/14	09/20/14	Sat 7p-8p	7:00 PM-8:00 PM		:30			NM	1	$210.00
Week:	Start Date 09/15/14	End Date 09/21/14	Weekdays -----1-	Spots/Week 1	Rate $210.00							
N 7	WGTU	09/25/14	09/25/14	M-F 4p-5p	4:00 PM-5:00 PM		:30			NM	1	$60.00
Week:	Start Date 09/22/14	End Date 09/28/14	Weekdays ---1---	Spots/Week 1	Rate $60.00							
N 8	WGTU	09/25/14	09/25/14	M-F 5p-6p	5:00 PM-6:00 PM		:30			NM	1	$60.00
Week:	Start Date 09/22/14	End Date 09/28/14	Weekdays ---1---	Spots/Week 1	Rate $60.00							
N 9	WGTU	09/23/14	09/23/14	M-F 4p-5p	4:00 PM-5:00 PM		:30			NM	1	$60.00

(* Line Transactions: N = New, E = Edited, D = Deleted)

Net 30-Payment is due within 30 days from invoice date. Station owned or provided services by the Sinclair Broadcast Group.

Warranty-We warrant the above broadcasts were made according to the official station log. Please note that we do not notarize invoices since the purpose of placing a notary seal on a document is to guaranty the authenticity of an individual's signature and not to certify the accuracy of commercial aired.

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Traverse City, MI 49684
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Advertiser	Original Date / Revision
National Republican Con	09/17/14 / 09/22/14

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Type	Spots	Amount
		Start Date	End Date	Weekdays	Spots/Week	Rate						
Week:		09/22/14	09/28/14	-1-----	1	$60.00						
N 10	WGTU	09/23/14	09/23/14	M-F 5p-6p	5:00 PM-6:00 PM		:30			NM	1	$60.00
		Start Date	End Date	Weekdays	Spots/Week	Rate						
Week:		09/22/14	09/28/14	-1-----	1	$60.00						
N 11	WGTU	09/24/14	09/24/14	M-F 4p-5p	4:00 PM-5:00 PM		:30			NM	1	$60.00
		Start Date	End Date	Weekdays	Spots/Week	Rate						
Week:		09/22/14	09/28/14	--1----	1	$60.00						
N 12	WGTU	09/24/14	09/24/14	M-F 5p-6p	5:00 PM-6:00 PM		:30			NM	1	$60.00
		Start Date	End Date	Weekdays	Spots/Week	Rate						
Week:		09/22/14	09/28/14	--1----	1	$60.00						
									Totals		12	$1,860.00

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
09/01/14 -09/25/14	12	$1,860.00	($279.00)	$1,581.00
Totals	12	$1,860.00	($279.00)	$1,581.00

Signature: _____ **Date:** _____

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CONDITIONS

The person, firm or corporation (hereinafter called the "Agency") contracting for time on behalf of the advertiser named on the face of this contract (hereinafter called the "Advertiser") and the station accepting this contract (hereinafter called the "Station") hereby agree that this contract shall be governed by the following conditions. In those cases where an advertiser has contracted for time on its own behalf, the parties agree that the contract shall be governed by the following conditions, which will be deemed to be modified to substitute "Advertiser" for "Agency".

1. PAYMENT AND BILLING

(a) The Station will determine, in its sole discretion, whether to extend credit to Agency. If the Station decides not to extend credit, all payments must be cash-in-advance. If the Station decides to extend credit, the following subsections of this Section 1 shall apply.
(b) The Station will bill the Agency monthly using the standard broadcast month unless otherwise set forth on the face of this contract.
(c) Invoices shall contain advertiser/product, date, time and length of commercial announcement, cost and, if commercial code identifying each commercial announcement is supplied by the Agency, such code for each commercial announcement.
(d) The Station warrants that all information shown on this invoice is true and correct and was taken from the commercial record produced and maintained at the Station, and will be made available, as will other records adequate to verify performance, on request, for inspection by the Agency or Advertiser for a minimum of twelve (12) months from the month of broadcast.
(e) Payment to the Station is due by the Agency within thirty (30) days of the invoice date unless otherwise set forth on the face of this contract. Late payments shall be subject to a service charge of one percent (1%) for each month or fraction thereof (or the maximum rate permitted by applicable law, if less) during which such amounts remain unpaid. In any action to recover any past-due balances, the Station shall be entitled to recover its costs and expenses, including reasonable attorneys' fees.
(f) Agency is acting as an agent for the Advertiser, and shall be responsible for making payment on all billings hereunder. However, if the Agency does not provide payment to Station as required, regardless of whether or not Advertiser has paid Agency, the Advertiser shall be responsible to pay Station all outstanding amounts within thirty (30) days of written notice from Station.

2. CANCELLATION ON NOTICE

Unless stated on the face of the contract, (a) contracts of two (2) consecutive weeks or less are not cancelable, and (b) longer contracts are subject to cancellation upon two (2) weeks prior notice, but no such cancellation shall be effective until two (2) telecast weeks have run.

3. CANCELLATION AS A RESULT OF BREACH

The Station reserves the right to cancel this contract upon default by the Agency or Advertiser in the payment of invoices or other material breach of the terms hereof at any time upon written notice. Upon such cancellation, all charges for telecasts completed hereunder and not paid shall become immediately due and payable, and the Station expressly reserves its right to recover any and all damages resulting from the breach of contract.

4. FAILURE TO TELECAST

If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes, or for any other cause, including mechanical or electronic breakdowns, beyond the Station's control, there is an interruption or omission of any commercial announcement or program contracted to be telecast hereunder, the Station may suggest a substitute time period for the broadcast of the interrupted or omitted commercial announcement or program. If no such substitute time period or makegood is acceptable to the Agency, the Station shall allow the Agency (a) with respect to a program, a pro rata reduction in time and/or program charges equal to the amount of money assigned to the time and/or program charges at time of purchase and (b) with respect to a commercial announcement, a reduction in time charges equal to the amount of money assigned to the commercial announcement at time of purchase. The Agency shall have the benefit of the same rates that would have been earned if there had been no interruption or omission in the telecast.

5. PREEMPTION RIGHTS

Except as otherwise specified on the face of the contract, and notwithstanding any commercial schedule provided to Agency or Advertiser, all commercial announcements are immediately preemptible without notice. In addition, and regardless of what is stated on the face of the contract, the Station has the right to preempt any commercial announcement covered by this contract in order to telecast any material which, in its sole and absolute discretion, it deems to be of public significance. In the event of preemption, the Station will offer a substitute day(s) and time(s) for airing and if the Agency and the Station cannot agree upon a satisfactory substitute day(s) and time(s), the commercial announcement(s) so preempted shall be deemed canceled without affecting the rates or rights provided under this contract, except that the Agency shall not have to pay the charge for the canceled commercial announcement(s).
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6. RATES AND CHARGES

The Station reserves the right to increase rates, but no such increase shall be applied to telecasts under this contract unless the Agency is advised of such increase and its effective date and such increase is accepted by the Agency.

7. PROGRAM AND COMMERCIAL MATERIAL

(a) Unless otherwise noted on the face of this contract, all program material, excluding commercial announcements, shall be furnished by the Station, and commercial announcement material shall be furnished by the Agency. All expenses connected with the delivery of commercial announcements to the Station, and with return therefrom if return is directed, shall be paid by the Agency. The Station shall retain commercial material for sixty (60) days after last telecast and may destroy such material thereafter, unless otherwise instructed by the Agency in writing.
(b) The Agency furnished commercial material and scheduling instructions must arrive at the Station at least two (2) business days in advance of the telecast date. If such material and instructions do not arrive at least two (2) business days in advance of the telecast date, the Station may bill the Agency for the time reserved. The Station will exert reasonable effort to telecast material received from the Agency despite late receipt.
(c) Commercial material provided by the Agency is subject to the Station's sole and absolute approval, and the Station may exercise a continuing right to reject such material, including a right to reject for poor technical quality or if the Station deems that the material is unsuitable or contrary to the public interest. In the event that commercial material is deemed unsatisfactory, the Station shall notify the Agency, and unless the Agency furnishes satisfactory material by two (2) business days prior to scheduled broadcast date, the Station shall have the right to substitute its own material at no penalty.
(d) The Station has the right to reject any commercial material (whether provided as a commercial announcement or within a program furnished by the Agency) upon notice to Agency. In the event the commercial material contains advertisements from certain advertisers, the Station shall notify the Agency, and unless the Agency furnishes satisfactory material by two (2) business days prior to scheduled broadcast date, the Station shall have the right to substitute its own material at no penalty.
(e) The Station has the right to display news crawls during program and commercial material for important public matters such as school closings and weather updates.
(f) The Agency represents that all commercial material furnished to Station is closed captioned, if required by FCC regulations and in accordance with FCC requirements, and complies with all applicable federal, state and local regulations and policies.

BROADCAST LIABILITIES

The Station agrees to hold and save the Agency and the Advertiser harmless against all liability resulting from the broadcast of (a) program material except program material furnished by the Agency or Advertiser and (b) the performance of musical compositions licensed for broadcasting by a music licensing organization of which the Station is a licensee. The Agency and Advertiser, jointly and severally, agree to hold and save the Station harmless against all liability resulting from the broadcast of (y) commercial material or program material furnished by the Agency or Advertiser, including commercial limits within FCC guidelines, and (z) the performance of musical compositions for which Agency or Advertiser did not have the appropriate music licenses, including synchronization and master licenses.

GENERAL

(a) The Station's obligations hereunder are subject to the licenses held by it and to applicable federal, state and local laws and regulations.
(b) The Station does not discriminate in the acceptance or placement of advertising on the basis of race, gender or ethnicity. Any order for advertising or advertising contract which includes any restriction in the placement of the advertising based on race, gender or ethnicity will not be accepted.
(c) The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss of or damage to program or commercial material and other property furnished by the Agency in connection with broadcasts hereunder.
(d) This contract, including the rights under it, may not be assigned or transferred without first obtaining the consent of the Station in writing, nor may the Station be required to broadcast hereunder for the benefit of any other advertiser than the one named on the face of this contract.
(e) Failure of the Station or the Agency to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision.
(f) This contract contains the entire agreement between the parties relating to the subject matter herein contained and cancels and supersedes all previous or contemporaneous contracts, agreements, arrangements, representations, warranties and understandings (whether oral or written, express or implied) by, between or among the parties with respect to the subject matter hereof. No change in its terms and provisions shall be effective unless made in writing.
(g) The Station has the right to change these conditions by sending written notice to Agency; if Agency does not agree with said changes it must send Station written notice rejecting said changes within thirty (30) days of Station's notice or the changes will be deemed accepted; upon receipt of Agency's notice (if any), Station shall have the option of (i) terminating the agreement, or (ii) continuing under the agreement with the conditions unchanged.
(h) The Agency must notify the Station in writing of any claims or disputes regarding advertising time within six (6) months of the date of broadcast; any claims or disputes not raised

during said time period will be deemed waived.

(i) This contract shall be governed by the laws of the state where the Station is located (regardless of the laws that might be applicable under principles of conflicts of law) and the parties hereby submit to personal jurisdiction of any court located in the county/city where the Station is located, and hereby waive any objection to the venue of such court.