

Advertiser: McMaster for Governor# 2604	Estimate: 1118	Package Bill?:	No	Monthly Billing
Agency: Access Media Services #:	62	Gross Total:	\$665.00	Jun 2018
Rep Firm: #:	1 Weeks	Agency Net:	\$565.25	Jul 2018
Flight Dates	6/20/2018 - 6/26/2018	Rep Firm Net:	\$0.00	Aug 2018
		Total Spots:	69	Sep 2018
		Average Cost:	\$9.64	Oct 2018
				Nov 2018
				Dec 2018
				Jan 2019
				Feb 2019
				Mar 2019
				Apr 2019
				May 2019
				Jun 2019
				Jul 2019

Estimate: 1118
Campaign: POLITICAL 20
Category: Michelle Hitchcock
AE: National Sales Manager

Billing Address:
 Katy Carlson
 Access Media Services
 575 South Flower St
 36th Floor
 Los Angeles CA 90071

Schedule Part Number 1 of 2 Start Date: 6/20/2018 Stop Date: 6/26/2018 Weeks: 1 Households: 2,347

In: Chesterfield																					
		Network	Description	:00	Start	Stop	Daypart	Wk	M	T	W	Th	F	S	Su	Rate	On	Off	Spots	Line Total	
1	R	FXNC	FOX and Friends	:30	6/20/2018	6/26/2018	5:00a	9:00a	7			X	X	X						7	\$56.00
2	R	FXNC	America's Newsroom, Happening Now, Outnumbered, The Daily Briefing, Shepard Smith	:30	6/20/2018	6/26/2018	9:00a	4:00p	10			X	X	X						10	\$70.00
3	R	FXNC	Your World with Neil Cavuto, The Five, Special Report with Bret Baier	:30	6/20/2018	6/26/2018	4:00p	7:00p	5			X	X	X						5	\$50.00
4	R	FXNC	The Story, Tucker Carlson, Hannity, The Ingraham Angle	:30	6/20/2018	6/26/2018	7:00p	12:00a	6			X	X	X						6	\$90.00

Part Total: \$266.00

Schedule Part Number 2 of 2 Start Date: 6/20/2018 Stop Date: 6/26/2018 Weeks: 1 Households: 2,347

Network	Description	:00	Start	Stop	Daypart	Wk	M	T	W	Th	F	S	Su	Rate	On	Off	Spots	Line Total
5	A	DISC		:30	6/23/2018	6/24/2018	11:00a	7:00p					2	\$5.00			5	\$25.00
6	A	DISC		:30	6/25/2018	6/26/2018	7:00p	12:00a	2	2				\$8.00			4	\$32.00
7	A	ESPN		:30	6/23/2018	6/26/2018	7:00p	12:00a	2	2			2	\$12.00			8	\$96.00
8	A	TBS		:30	6/23/2018	6/26/2018	7:00p	12:00a	2	2			2	\$10.00			8	\$80.00
9	A	TNT		:30	6/23/2018	6/26/2018	7:00p	12:00a	2	3			2	\$12.00			10	\$120.00

Prime Media

A Visual Communications Company

Cable Television Advertising Agreement McMaster for Governor 3S4|93|2

Network		Description	:00	Start	Stop	Daypart		Wk	M	T	W	Th	F	S	Sn	Rate	On	Off	Spots	Line Total
10	A	USA	:30	6/25/2018	6/26/2018	4:00p	7:00p		2	2						\$8.00			4	\$32.00
11	A	HGTV	:30	6/23/2018	6/24/2018	11:00a	7:00p								2	\$7.00			2	\$14.00

Part Total: \$399.00

Campaign Summary	Total Package Value
Total Ads	69
Average Cost of Ads	\$9.64
	Cost of Advertising \$665.00
	Agency Commission -\$99.75
	Campaign Cost \$565.25

Acceptance by Advertiser or

Agency:

Title:

Date:

Acceptance (PMPI):

Title:

Date:

Terms and Conditions

6/22/2018 McMaster for Governor Contract: 3S493|2

Prime Media Productions, Inc., hereinafter referred to as Prime Media having as its place of business, 20173 IWIP Road, Smithfield, Virginia, and the signatory below identified as Advertiser ("Advertiser") and/or the signatory below identified as Agency ("Agency") hereby agree that this contract shall be governed by the following terms and conditions:

i. SUBJECT OF THE AGREEMENT:

Subject to the terms and conditions set forth herein, Prime Media agrees to deliver the online or television advertisements or commercials or programs as described in the attached addendum with schedule and traffic instructions. The parties agree that each schedule attached shall constitute a separate, distinct, and independent contractual obligation of Advertiser/Agency which shall incorporate the terms and conditions of this Master Agreement.

ii. PAYMENT:

All payments for Online or Television Advertisements, Commercials or Programs run shall be paid no later than the 30th day following the date of the invoice. If Advertiser has acted through an Agency, the Agency agrees to pay all invoices, due by the 60th day following the date of the invoice. Both Advertiser and Agency agree that they shall pay all fees incurred for collection of monies owed under this contract including but not limited to court costs, service fees, collection agency fees and reasonable attorneys' fees. All accounts are subject to a finance charge equal to 1.5% per month or 18% per year on past due balances.

iii. PREEMPTIONS AND OTHER FAILURES TO CABLECAST

Prime Media shall have the right, in its sole discretion, to cancel the online advertising or cablecast of any Commercial(s) or Program(s), or any portion thereof, covered by this contract for any reason whatsoever. Prime Media will put forth its best efforts to see that the fulfillment of online ads and television commercials or programs is executed as prescribed by the attached traffic schedule but cannot guarantee exact times or day parts. Prime Media shall have the right to bill for scheduled commercials that fall outside the scheduled times as long as they fall within similar programming and day parts.

iv. CABLECAST MATERIALS:

All information, materials and talent which Agency or Advertiser provides to Prime Media to be cablecast or utilized for online advertising pursuant to this agreement shall be supplied to Prime Media at no cost or expense. Both Agency and Advertiser warrant that they have thoroughly examined said commercials and advertising materials and find them to be satisfactory to them and ready for utilization in advertisements online or on television. Both Agency and/or Advertiser warrant to Prime Media that (1) all licensing fees, copyright fees, talents fees and all other fees and or royalties have been paid and (2) they are fully authorized and licensed to use the names, portraits and or pictures of persons contained therein or have secured the rights by license or otherwise to use all copyrighted materials, including cablecast, internet, and reproduction rights; and (3) are authorized and licensed to use any testimonials contained therein and furthermore agree to indemnify and hold harmless Prime Media from any claims or fees associated with the production of said advertisement(s).

v. PRODUCTION:

If Prime Media has been contracted to produce a commercial or online advertisement for said Advertiser or Agency, both Agency and Advertiser agree that they have thoroughly inspected and viewed the produced item prior to its execution through cablecasting or online advertising, that is satisfactory to them and, evidenced by a signed release, they fully and totally accept the advertisement as produced. The parties further agree to indemnify Prime Media for any and all claims including but not limited to claims of false advertising, defamation, libel, slander, personal injury, invasion of privacy or any other claim whatsoever associated with either the production of or public display of said produced advertisement.

vi. OTHER PROVISIONS:

(i) This contract and all the parties' obligations hereunder are subject to the terms and conditions of licenses and agreements that Prime Media has with its local cable providers. This contract is also subject to all applicable federal, state and local laws and regulations now in force or hereunder enacted, including but not limited to the rules, regulations, rulings, decisions and policies of the Federal Communications Commission.

(ii) This contract shall be governed and construed in accordance with the laws of the Commonwealth of Virginia and Advertiser consent to jurisdiction and venue in the courts -federal, state, and local- located in the Commonwealth of Virginia for the resolution of any disputes that may arise hereunder.

(iii) This contract contains the entire understanding of the parties with respect to the subject matter thereof and supersedes all previous agreements or understandings with respect thereto and shall not be modified except in writing.

(iv) If any provision of this contract, as applied to any part or to any circumstances, shall be judged by a court to be void and unenforceable, such adjudication shall not affect the validity of enforceability of any other provision of this contract.

(v) This agreement may be executed in counterparts and by facsimile.

(vi) This agreement carries with it no rights of renewal by any party hereto.

FOR: Prime Media Productions, Inc. _____

FOR: Advertiser/Agency _____

Print Name: _____

Dated this _____ day on the month of _____ of 20_____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

PRIME MEDIA
P.O. BOX 276
SMITHFIELD, VA 23430
888-442-0057

Affidavit of Performance

Report Date : 08/24/2018 at 16:10:02

CHESTERFIELD EST 1118

Campaign : ADSails
Invoice Date : 07/31/2018

Invoice # : 1807-15933

Client : 2,604

Contract : 26

Contract Type : R

Flight Period : 06/25/2018 to 07/29/2018

06/25/2018

<u>Flag</u>	<u>Weekday</u>	<u>Network</u>	<u>Location</u>	<u>Air Time</u>	<u>Spot Name</u>	<u>Length</u>	<u>Rate</u>
P	Monday	DISC	Chesterfield	19:27:46	5 HMST0611H	00:00:30	8.00
P	Monday	DISC	Chesterfield	20:28:07	5 HMST0611H	00:00:30	8.00
P	Monday	DISC	Chesterfield	23:25:48	5 HMST0611H	00:00:30	8.00
P	Monday	DISC	Chesterfield	23:50:47	5 HMST0611H	00:00:30	8.00
P	Monday	ESPN	Chesterfield	20:30:07	5 HMST0611H	00:00:30	12.00
P	Monday	ESPN	Chesterfield	22:05:48	5 HMST0611H	00:00:30	12.00
P	Monday	TBS	Chesterfield	19:46:28	5 HMST0611H	00:00:30	10.00
P	Monday	TBS	Chesterfield	20:17:07	5 HMST0611H	00:00:30	10.00
P	Monday	TNT	Chesterfield	19:37:59	5 HMST0611H	00:00:30	12.00
P	Monday	TNT	Chesterfield	23:40:41	5 HMST0611H	00:00:30	12.00
P	Monday	USA	Chesterfield	17:24:04	5 HMST0611H	00:00:30	8.00
P	Monday	USA	Chesterfield	17:37:57	5 HMST0611H	00:00:30	8.00

Spots Played : 12

Daily SubTotal :

\$116.00

06/26/2018

<u>Flag</u>	<u>Weekday</u>	<u>Network</u>	<u>Location</u>	<u>Air Time</u>	<u>Spot Name</u>	<u>Length</u>	<u>Rate</u>
P	Tuesday	ESPN	Chesterfield	19:26:03	5 HMST0611H	00:00:30	12.00
P	Tuesday	ESPN	Chesterfield	21:59:43	5 HMST0611H	00:00:30	12.00
P	Tuesday	TBS	Chesterfield	20:16:36	5 HMST0611H	00:00:30	10.00
P	Tuesday	TBS	Chesterfield	21:45:23	5 HMST0611H	00:00:30	10.00
P	Tuesday	TNT	Chesterfield	20:39:29	5 HMST0611H	00:00:30	12.00
P	Tuesday	TNT	Chesterfield	21:15:26	5 HMST0611H	00:00:30	12.00
P	Tuesday	TNT	Chesterfield	22:42:19	5 HMST0611H	00:00:30	12.00
P	Tuesday	USA	Chesterfield	16:29:28	5 HMST0611H	00:00:30	8.00
P	Tuesday	USA	Chesterfield	18:50:07	5 HMST0611H	00:00:30	8.00

Spots Played : 9

Daily SubTotal :

\$96.00

Paid Spots This Invoice 21

Gross Amount for Contract : \$212.00

Scheduled Spots This Invoice 0

Net Amount for Contract : \$180.20

Total Spots This Invoice 21