CONTRACT



And:

Waterfront Strategies 3050 K St NW Ste 100 Washington, DC 20007-5161

	Contract / Revis	ion		Alt Order	<u>#</u>	
	299111 /			WOC124	96564	
Advertiser			Ori	ginal Date	e / Revision	
FF PAC			0	5/05/20	/ 10/13/20	
Contract Dates	Estimate #	•				
10/13/20 - 10/19/20	8305					
Product	•					
Issue						

Billing Cycle EOM/EOC	Billing Cale Broadcast	endar	Cash/Trade Cash						
Property KYW-TV	Account E		Sales Office CTS-POL						
Special Handl	Special Handling								
Demographic Adults 25-54									
Agy Code TV14573	Advertiser	Code	<u>Product 1/2</u> 577						
Agency Ref		Advertiser	Ref						
103670		512814							

	Start/End	Spots/			
*Line Ch Start Date End Date Description	Time Days	s Length Week F	Rate PCode	Type Spots	Amount
	ews 430;428a-5a <u>Spots/Week</u> <u>Rate</u> 5 \$350.00	:30	ISS	NM 5	\$1,750.00
	ews @ 5.458a-6a <u>Spots/Week</u> <u>Rate</u> 6 \$600.00	:30	ISS	NM 6	\$3,600.00
	ews @ 6:557a-7a <u>Spots/Week</u> <u>Rate</u> 10 \$750.00	:30	ISS	NM 10	\$7,500.00
N 4 KYW 10/13/20 10/19/20 CBS This Morn Start Date End Date Weekdays Week: 10/13/20 10/19/20 MTWTF	ning 658a-9a <u>Spots/Week</u> <u>Rate</u> 20 \$900.00	:30	ISS	NM 20	\$18,000.00
•	ews Sa (458a-6a <u>Spots/Week</u> <u>Rate</u> 1 \$400.00	:30	ISS	NM 1	\$400.00
	ning Satı657a-9a <u>Spots/Week</u> <u>Rate</u> 2 \$900.00	:30	ISS	NM 2	\$1,800.00
N 7 KYW 10/13/20 10/19/20 M-F 9a-10a Start Date End Date Weekdays Week: 10/13/20 10/19/20 MTWTF	858a-10a Spots/Week <u>Rate</u> 5 \$500.00	:30	ISS	NM 1	\$500.00
Spot Ch Date Range Description 1 KYW 10/13/20-10/19/20 M-F 9a-10a See MG 8.9,8.10,8.11,8.12,8.13,8.14	Start/End Time 858a-10a	Weekdays Length MTuWThF :30	<u>Rate</u> \$500.00	Type NM	
2 KYW 10/13/20-10/19/20 M-F 9a-10a See MG 8.9,8.10,8.11,8.12,8.13,8.14	858a-10a	МТuWThF :30	\$500.00	NM	
3 KYW 10/13/20-10/19/20 M-F 9a-10a See MG 8.9,8.10,8.11,8.12,8.13,8.14	858a-10a	МТuWГhF :30	\$500.00	NM	
4 KYW 10/13/20-10/19/20 M-F 9a-10a See MG 8.9,8.10,8.11,8.12,8.13,8.14	858a-10a	MTuWThF :30	\$500.00	NM	
N 8 KYW 10/13/20 10/19/20 Let's Make a E	Deal 958a-11a <u>Spots/Week Rate</u> 5 \$850.00	:30	ISS	NM 9	\$41,250.00

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

Less Agency commission of 15% Except on Non-Commissionable Amounts. Conditions on the reverse of this page and any attachment hereto are an integral part of this Agreement. If this contract is with an Advertiser, references to Agency apply to Advertiser, except no commission will be allowed an Advertiser.

The CBS cancellation policy for Advertisers is four weeks prior to the a spot being cancelled.

For candidate and national political advertisers; Class of Time Codes: CDR=Candidate-only, program-specific non-preemptible class; LUR and ISS=Program-specific, preemptible class.



Contract / Revision Alt Order # WOC12496564 299111

Advertiser Original Date / Revision **FF PAC** 05/05/20 / 10/13/20

Estimate # **Contract Dates** Product Issue 10/13/20 - 10/19/20 8305

	tart/End me Day		ots/ eek	Rate PCode	Type Spots	s Amount
Start Date				_	Ī	
Spot Ch Date Range Description 1 KYW 10/13/20-10/19/20 Let's Make a Deal	Start/End Time 958a-11a	Weekdays MTuWThF	Length :30	<u>Rate</u> \$850.00	<u>Type</u> <i>NM</i>	
See MG 8.6,8.7,8.8	950a-11a	MIGWIII	.50	ψοσο.σο	INIVI	
2 KYW 10/13/20-10/19/20 Let's Make a Deal	958a-11a	MГuWГhF	:30	\$850.00	NM	
See MG 8.9,8.10,8.11,8.12,8.13,8.14						
3 KYW 10/13/20-10/19/20 Let's Make a Deal	958a-11a	MTuWThF	:30	\$850.00	NM	
See MG 8.9,8.10,8.11,8.12,8.13,8.14 4 KYW 10/13/20-10/19/20 Let's Make a Deal	958a-11a	MГuWThF	:30	\$850.00	NM	
See MG 8.9,8.10,8.11,8.12,8.13,8.14 5 KYW 10/13/20-10/19/20 Let's Make a Deal	958a-11a	MTuWThF	:30	\$850.00	NM	
See MG 8.9,8.10,8.11,8.12,8.13,8.14		G.				
6 KYW 10/13/20-10/19/20 Sunday Prime Other	658p-1130p	Su	:30	\$10,000.00	NM	
MG for 27.2,24.1,28.1,8.1 7 KYW 10/17/20-10/17/20 Sa-Su 135a-205a № See MG 8.15	135a-205a	Sa	:30	\$350.00	NM	
8 KYW 10/13/20-10/19/20 Eyewitness News @ 5a	458a-6a	MTuWThF	:30	\$1,000.00	NM	
MG for 27.2,24.1,28.1,8.1KYW 10/13/20-10/19/20 Thursday Prime Hr 3	958p-11p	Th	:30	\$12,000.00	NM	
MG for 7.2,7.1,32.1,8.4,7.4,13.4,9.5,13.1,7.3,14.4,9.3 10 KYW 10/13/20-10/19/20 Thursday Prime Hr 2	8,9.2,9.4,14.3,8.3,8.2,9 858p-10p	.1,8.5 Th	:30	\$16,000.00	NM	
MG for 7.2,7.1,32.1,8.4,7.4,13.4,9.5,13.1,7.3,14.4,9.3		.1,8.5		, -,		
11 KYW 10/16/20-10/16/20 Eyewitness News @ 4p		F	:30	\$1,000.00	NM	
MG for 7.2,7.1,32.1,8.4,7.4,13.4,9.5,13.1,7.3,14.4,9.3						
12 KYW 10/13/20-10/19/20 Eyewitness News Sa @		Sa	:30	\$400.00	NM	
 MG for 7.2,7.1,32.1,8.4,7.4,13.4,9.5,13.1,7.3,14.4,9.3 13 KYW 10/13/20-10/19/20 M-F Local Ovrngt News 		.1,8.5 MTuWThF	:30	\$300.00	NM	
MG for 7.2,7.1,32.1,8.4,7.4,13.4,9.5,13.1,7.3,14.4,9.3			.50	ψ300.00	INIVI	
14 KYW 10/13/20-10/19/20 Overnight Rotator M-Su		or IMTuWThFSaSu	:30	\$200.00	NM	
MG for 7.2,7.1,32.1,8.4,7.4,13.4,9.5,13.1,7.3,14.4,9.3	3,9.2,9.4,14.3,8.3,8.2,9	.1,8.5				
	12:48 XM-2:48 X	MSa	:30	\$350.00	NM	
· · · · · · · · · · · · · · · · · · ·)58a-12n	:30		ISS	NM	0 \$0.00
Week: 10/13/20 End Date Weekdays Spots/Wee 10/13/20 10/19/20 MTWTF- 5	<u>Rate</u> \$1,500.00					
Spot Ch Date Range Description	Start/End Time	Weekdays	Length	Rate	Type	
1 KYW 10/13/20-10/19/20 Price is Right	1058a-12n	MГuWГhF	:30	\$1,50 0.00	NM	
See MG 8.9,8.10,8.11,8.12,8.13,8.14						
2 KYW 10/13/20-10/19/20 Price is Right	1058a-12n	MTuWThF	:30	\$1,500.00	NM	
See MG 8.9,8.10,8.11,8.12,8.13,8.14	1058a-12n	MTuWThF	:30	\$1.500.00	NM	
3 KYW 10/13/20-10/19/20 Price is Right See MG 8.9,8.10,8.11,8.12,8.13,8.14	1030a-1211	MI UWIII'	.30	Ψ1,000.00	INIVI	
4 KYW 10/13/20-10/19/20 Price is Right	1058a-12n	ΜΓuWΓhF	:30	\$1,500.00	NM	
See MG 8.9,8.10,8.11,8.12,8.13,8.14				4		
5 KYW 10/13/20-10/19/20 Price is Right	1058a-12n	MTuWThF	:30	\$1,500.00	NM	
See MG 8.9,8.10,8.11,8.12,8.13,8.14	- Co. F			100	NIM 1	о фолого
N 10 KYW 10/13/20 10/19/20 Eyewitness News @ 4/35 Start Date End Date Weekdays Spots/Wee		:30		ISS	NM 1	0 \$8,000.00
Week: 10/13/20 10/19/20 MFWTF- 10	\$800.00					
N 11 KYW 10/13/20 10/19/20 Eyewitness News @ 5/45	58p-6p	:30		ISS	NM	7 \$6,825.00
Start Date End Date Weekdays Spots/Wee	k Rate					,
Week: 10/13/20 10/19/20 MTWTF 7	\$975.00					

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Contract / Revision Alt Order # WOC12496564 299111

Advertiser Original Date / Revision **FF PAC** 05/05/20 / 10/13/20

Contract Dates Estimate # Product 10/13/20 - 10/19/20 Issue 8305

*Line Ch Start Date End Date Description Time	nd Days	Spots/ Length Week	Rate PCode	Type Spo	nte	Amount
Start Date End Date Weekdays Spots/Week	Rate	Longin Wook	rate i oode	Турсорс	713	Amount
N 12 KYW 10/13/20 10/19/20 Eyewitness News @ 6 558p-63 Start Date		:30	ISS	NM	7	\$10,500.00
N 13 KYW 10/13/20 10/19/20 Prime Access M-F 1a 658p-73 Start Date End Date Weekdays Spots/Week	<u> </u>	:30	ISS	NM	3	\$4,500.00
	Start/End Time 658p-730p	Weekdays Length MΓuWThF :30	Rate \$1,500.00	Type NM		
4 KYW 10/13/20-10/19/20 Prime Access M-F 1a See MG 8.9,8.10,8.11,8.12,8.13,8.14	658p-730p	MTuWThF :30	\$1,500.00	NM		
N 14 KYW 10/13/20 10/19/20 Prime Access M-F 1b 727p-8p Start Date End Date Weekdays Spots/Week Week: 10/13/20 10/19/20 MTWTF- 5	Rate \$1,500.00	:30	ISS	NM	3	\$4,500.00
Spot ChDate RangeDescription3 KYW10/13/20-10/19/20Prime Access M-F 1b	Start/End Time 727p-8p	Weekdays Length MTuWThF :30	Rate \$1,500.00	Type NM		
See MG 8.9,8.10,8.11,8.12,8.13,8.14 4 KYW 10/13/20-10/19/20 Prime Access M-F 1b See MG 8.9,8.10,8.11,8.12,8.13,8.14	727p-8p	МТuWГhF :30	\$1,500.00	NM		
N 15 KYW 10/13/20 10/19/20 Late News Rotator M-\$11p-113 Start Date End Date Weekdays Spots/Week Week: 10/13/20 10/19/20 MTWTFSS 7	5p <u>Rate</u> \$2,500.00	:30	ISS	NM	7	\$17,500.00
	Start/End Time 11p-1135p	Weekdays Length MTuWThFSaSu :30	Rate \$2,500.00	<u>Type</u> <i>NM</i>		
8 KYW 10/17/20-10/17/20 Late News Sa M MG for 15.4 10/17	11:43 PM-12:18 X	N Sa :30	\$2,500.00	NM		
N 16 KYW 10/13/20 10/19/20 The Late Show 1135p-1 Start Date End Date Weekdays Spots/Week Week: 10/13/20 10/19/20 MTWTF- 7	237x <u>Rate</u> \$1,400.00	:30	ISS	NM	7	\$9,800.00
N 17 KYW 10/13/20 10/19/20 The Late Show 1237a-1 Start Date End Date Weekdays Spots/Week Week: 10/13/20 10/19/20 MTWTF- 5	38a <u>Rate</u> \$600.00	:30	ISS	NM	5	\$3,000.00
N 18 KYW 10/13/20 10/17/20 Sa 1135p-1235a** 1135p-1 Start Date End Date Weekdays Spots/Week 10/12/20 10/18/20S- 1	235a** <u>Rate</u> \$625.00	:30	ISS	NM	1	\$625.00
	Start/End Time 1135p-1235a**	Weekdays Length :30	Rate \$625.00	Type NM		
2 KYW 10/17/20-10/17/20 Late Fringe Sa-Su 1 € MG for 18.1 10/17	12:48 XM-2:48 XM	1 Sa :30	\$625.00	NM		
N 19 KYW 10/13/20 10/17/20 Sa 1235a-135a^ 1235a-1 Start Date End Date Weekdays Spots/Week Week: 10/12/20 10/18/20S- 1	35a^ <u>Rate</u> \$475.00	:30	ISS	NM	1	\$475.00
	Start/End Time 1235a-135a^	Weekdays Length :30	Rate \$475.00	<u>Type</u> <i>NM</i>		
	12:48 XM-2:48 XM	1 Sa :30	\$475.00	NM		
N 20 KYW 10/13/20 10/18/20 Su Sports Zone 11:35 PM	M-12:05 X	:30	ISS	NM	1	\$675.00

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| Contract / Revision | Alt Order # | | WOC12496564

 Advertiser
 Original Date / Revision

 FF PAC
 05/05/20 / 10/13/20

 Contract Dates
 Product
 Estimate #

 10/13/20 - 10/19/20
 Issue
 8305

		I		
Start/End	Spots	s/		
*Line Ch Start Date End Date Description Time	Days Length Week	Rate PCode	Type Spots	Amount
Start Date End Date Weekdays Spots/Week Rate Week: 10/12/20 10/18/20 S 1 \$675.00				
N 21 KYW 10/13/20 10/19/20 Monday Prime Hr 1 758p-9p	:30	ISS	NM 2	\$14,000.00
Start Date	.00	.00		Ψ11,000.00
· · ·		100))) () () () () () () () () (47 500 00
N 22 KYW 10/13/20 10/19/20 Monday Prime Hr 2 858p-10p	:30	ISS	NM 1	\$7,500.00
Week: 10/13/20 10/19/20 M 1 \$7,500.00				
N 23 KYW 10/13/20 10/19/20 Monday Prime Hr 3 958p-11p	:30	ISS	NM 1	\$6,500.00
Week: 10/13/20 10/19/20 M 1 \$6,500.00				
N 24 KYW 10/13/20 10/15/20 Thursday Prime Hr 3 958p-11p	:30	ISS	NM 0	\$0.00
Start Date End Date Weekdays Spots/Week Rate Week: 10/12/20 10/18/20 T 1 \$5,000.00				
Spot Ch Date Range Description Start/End T		ength Rate	<u>Type</u>	
1 KYW 10/12/20-10/18/20 Thursday Prime Hr 3 958p-11p See MG 8.6.8.7.8.8	Th	:30 \$5,000.00	NM	
N 25 KYW 10/13/20 10/16/20 Friday Prime Hr 1 758p-9p	:30	ISS	NM 1	\$6,000.00
Start Date End Date Weekdays Spots/Week Rate	.00	100	· · · · · · · · · · · · · · · · · · ·	φο,σσσ.σσ
Week: 10/12/20 10/18/20F 1 \$6,000.00				
N 26 KYW 10/13/20 10/16/20 Friday Prime Hr 3 958p-11p Start Date End Date Weekdays Spots/Week Rate	:30	ISS	NM 1	\$8,500.00
Week: 10/12/20 End Date Weekdays Opots/Week Indic Week: 10/12/20 10/18/20 F 1 \$8,500.00				
N 27 KYW 10/13/20 10/17/20 NCAA Football Reg Sc12:00 PM-7:00 PN	:30	ISS	NM 0	\$0.00
Week: 10/12/20 End Date 10/18/20 Weekdays 2S- Spots/Week 1 Rate \$3,000.00			ł	
Spot Ch Date Range Description Start/End T		ength Rate	Type	
1 KYW 10/12/20-10/18/20 NCAA Football Reg Season 12:00 PM-7	:00 PMSa	:30 \$3,000.00	NM	
See MG 27.2 2 KYW 10/17/20-10/17/20 NCAA Football Prime 7:57 PM-11	:30 PM Sa	:30 \$3.000.00	NM	
⊕ See MG 8.6,8.7,8.8				
N 28 KYW 10/13/20 10/17/20 Saturday Prime Hr 1 758p-9p	:30	ISS	NM 0	\$0.00
Start Date End Date Weekdays Spots/Week Rate Week: 10/12/20 10/18/20 S- 1 \$2,500.00				
Spot Ch Date Range Description Start/End T		ength Rate	<u>Type</u>	
1 KYW 10/12/20-10/18/20 Saturday Prime Hr 1 758p-9p	Sa	:30 \$2,500.00	NM	
See MG 8.6,8.7,8.8 N 29 KYW 10/13/20 10/18/20 Face The Nation 1028a-1130a	:30	ISS	NM 1	\$1,200.00
Start Date	.50	100	I NIVI	Ψ1,200.00
Week: 10/12/20 10/18/20S 1 \$1,200.00				
N 30 KYW 10/13/20 10/18/20 Sunday Prime Hr 1 658p-8p Start Date End Date Weekdays Spots/Week Rate	:30	ISS	NM 1	\$12,500.00
Week: 10/12/20 End Date Weekdays Spots/Week Itale \$12,500.00 \$12,500.00				
N 31 KYW 10/13/20 10/18/20 Wednesday Prime Hr 1758p-9p	:30	ISS	NM 1	\$10,000.00
Week: 10/12/20 End Date 10/18/20 Weekdays 2 - W Spots/Week 1 (square) Rate (square)				
N 32 KYW 10/13/20 10/18/20 Tuesday Prime Hr 1 758p-9p	:30	ISS	NM 0	\$0.00
Week: 10/12/20 End Date 10/18/20 Weekdays - T Spots/Week 1 Rate \$\text{\$\text{\$}}\$\$\$ \$11,000.00			[
Spot Ch Date Range Description Start/End T	ime Weekdays Le	ength Rate	Туре	
1 KYW 10/12/20-10/18/20 Tuesday Prime Hr 1 758p-9p	- Tu	:30 \$11,000.00	NM	
See MG 8.9,8.10,8.11,8.12,8.13,8.14				

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Contract Agreement Between: Print Date 10/20/20 Page 5 of 7



Contract / Revision Alt Order # WOC12496564 299111

Advertiser Original Date / Revision **FF PAC** 05/05/20 / 10/13/20

Contract Dates Product Estimate # Issue 10/13/20 - 10/19/20 8305

Spots/ Start/End *Line Ch Start Date End Date Description Time Days Length Week Rate PCode Type Spots Amount

\$207,400.00 Totals

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
09/28/20 -10/19/20	115	\$207,400.00	(\$31,110.00)	\$176,290.00
Totals	115	\$207,400.00	(\$31,110.00)	\$176,290.00

STANDARD TERMS AND CONDITIONS

The agency (AGENCY) placing the advertising covered by this contract on behalf of the advertiser (ADVERTISER) for whom such advertising is placed, or if a time-buying service (SERVICE) is used, SERVICE, on behalf AGENCY and ADVERTISER, and the station (STATION) accepting this contract, hereby agree this contract shall be governed by the following conditions. In the event of a conflict of any kind between these conditions and any other document provided by ADVERTISER, AGENCY OR SERVICE, these conditions shall govern.

1. PAYMENT AND BILLING

- (a) Time. Payments are to be made under this contract on or before the fifteenth day of the month following that in which broadcasting was done unless otherwise provided on the face of this contract. The postmark date on the envelope containing payment, if such is properly addressed to STATION or its representative authorized to receive payment, shall be considered the date when payment was made unless otherwise stipulated.
- (b) Materiality. In all cases date of payment is material. Upon the failure to receive timely payment, STATION in its own discretion may discontinue further performance under this contract.
- (c) Right to Modify Terms of Payment. Upon reasonable belief of STATION that the credit of ADVERTISER, AGENCY or SERVICE has been impaired, STATION shall have the right to change the terms of payment for further broadcasts under this contract.
- (d) Billing. STATION shall bill AGENCY (or in the event a time-buying service is a party to this contract, STATION shall bill SERVICE) at the end of each standard broadcast month unless otherwise provided on the face of this contract. STATION's invoices shall be in accordance with the log, shall so state, and shall be deemed to be correct unless proved otherwise.
- (e) Joint and Several Liability. 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.

2. TERMINATION

- (a) Broadcasts of Five Minutes or More. If this contract calls for broadcasts of five minutes or more duration, it may be terminated by either party upon giving the other party twenty-eight (28) days' prior written notice thereto, but no such termination shall be effective until thirteen (13) weeks after the start of broadcasting hereunder.
- Broadcasts of Less than Five Minutes. Insofar as this contract calls for broadcasts of less than five minutes duration, it may be terminated by either party by giving the other party twenty-eight (28) days' prior written notice, but no such termination shall be effective until twenty-eight (28) days after the start of broadcasting hereunder. However, STATION in its discretion may attempt to sell off schedule, with the understanding that any such attempt shall not reduce or change liability for payment of any unsold portion.
- (c) Effect of Termination. If a party other than STATION terminates this contract, ADVERTISER, AGENCY and SERVICE, jointly and severally, shall be obligated to pay STATION at the published rate for broadcasts made or contracted for, to and including the date of termination. If STATION so terminates this contract and STATION and AGENCY or, if this contract is with a time buying service, STATION and SERVICE, cannot agree on a satisfactory substitute day or time for continuance of broadcasts covered by this contract at the card rates on which this contract is based, ADVERTISER, AGENCY and SERVICE, jointly and severally, shall be obligated to pay STATION for broadcasts made to and including the date of termination without penalty of short rate; that is, such parties shall have the benefit of the same discounts which they would have earned had they been allowed to complete the contract. In the event of termination hereunder, neither STATION nor ADVERTISER, AGENCY or SERVICE shall have any liability hereunder otherwise than as specified in this paragraph and in paragraph 9.

EFFECT OF BREACH

- By ADVERISER, AGENCY or SERVICE. STATION reserves the right to cancel this contract at any time upon default by ADVERTISER, AGENCY or SERVICE in the payment of bills or other material breach of the terms hereof. Upon such cancellation all charges for broadcasting done hereunder and not paid shall become immediately due and payable. If such cancellation is by reason of the material breach of ADVERTISER, AGENCY or SERVICE, the only liability of such parties, which liability shall be joint and several, shall be to pay to STATION as liquidated damages, a net sum equal to that which would have been payable to STATION, had notice of termination pursuant to paragraph 2 hereof been given to STATION as of the date of STATION's cancellation, less any amount which STATION actually receives for the sale of the same time.
- By STATION. In the event of a material breach by STATION in performing this contract, this contract may be cancelled at any time by AGENCY or if a time buying service is a party to this contract, by SERVICE. If such cancellation is by reason of STATION's material breach, STATION's liability shall be limited to the payment, as liquidated damages, of a net sum equal to the actual non-cancellable live talent costs incurred by or on behalf of ADVERTISER for the production of a live program (not limited nor recorded) in the cancelled time and the reasonable allocated print or rental cost of films scheduled for the cancelled broadcast and not usable for future scheduling, due to such breach. Notwithstanding the foregoing STATION's liability shall not exceed the time costs involved for the unexpired and non-cancellable portion of the contract; that is, STATION shall not be liable for any sum greater than the sum of time charges involved had STATION, as of the date of cancellation, given notice of termination pursuant to paragraph 2 hereof. Inability to broadcast covered by paragraph 4 shall not be deemed a breach of this contract.

4. INABILITY OF BROADCAST

- Simultaneous interruption of Aural and Visual Signal. 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 breakdowns, outside of STATION's control, STATION shall be unable to broadcast due to simultaneous interruption of aural and visual signals, any program, announcement or a part of any program or announcement contracted to be broadcast hereunder, STATION shall not be liable to ADVERTISER, AGENCY or SERVICE except to allow (1) a pro rata reduction in the time charges hereunder or (2) if an interruption occurs during the commercial announcement portion of any broadcast, a credit in the same proportion to the time charges which the omitted commercial portions bears to the total commercial portion of the broadcast, it being understood that the determination of the credit owed hereunder shall be made on whichever basis is less favorable to STATION. In lieu of the foregoing, upon mutual agreement of the parties hereto, STATION may allow a later broadcast of the omitted performance at a satisfactory substitute day and time and with respect to such later broadcasts there shall be allowed the same discounts as would have been earned had the performance had not been omitted.
- (b) Interruption of Either Aural or Visual Signal. If the failure is of either the aural or visual signal, but not both, the amount of the adjustment shall be subject to negotiation. (c) Interruption of Aural Signal (Radio). The terms of subparagraph (a) above shall apply to interruption of aural signals far radio.
- 5. SUBSTITUTION OF PROGRAMS OF PUBLIC SIGNIFICANCE
- (a) Conditions of Substitution. STATION shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program which, in its absolute discretion, it deems to be of public significance including, but not limited to, sporting events. In any such case, STATION will notify AGENCY (or, if a time buying service is a party to this contract, STATION will notify SERVICE) in advance if reasonably possible, but where such notice cannot reasonably be given, STATION will notify AGENCY or SERVICE, as the case may be, within a reasonable time after such scheduled broadcast, that such broadcast has been cancelled.
- (b) Adjustment. If AGENCY and STATION (or if a time buying service is a party to this contract, if SERVICE and STATION) cannot agree upon a substitute day and time, the broadcast time so pre-empted shall be deemed cancelled without affecting the rates, discounts, or rights provided under this contract, except that neither ADVERTISER, AGENCY nor SERVICE shall be required to pay for the cancelled STATION charges. However, in such case, if the program substituted by STATION is a sponsored program, STATION shall pay to AGENCY or SERVICE, as the case may be, the actual non-cancellable live talent cost incurred by or on behalf of ADVERTISER for the production of a live program (not filmed nor recorded) in the cancelled time, and the reasonable allocated print or rental cost of films or tapes scheduled for the cancelled broadcast and not usable for future scheduling, not to exceed the time charges for the period involved.

6. RATES AND CHARGES

- (a) Policy. AGENCY nor SERVICE shall not rebate to its client any part of the commission allowed by STATION; provided, however, that this shall not be deemed to prohibit the operation of any duly established fee arrangement.
- (b) Rate Protection. Anything to the contrary notwithstanding in this contract or any other agreement between the parties, STATION reserves the right to increase any of the rates and charges set forth on the face hereof by public announcement of a new rate card (e.g. publication in Spot Television Rates & Data and similar interim reports published by Standard Rate & Data Service, Inc. shall constitute public announcement). Any such increases shall not be applicable to broadcasts under this contract or reward.

7. PROGRAM PRODUCTION

- (a) AGENCY or SERVICE Responsibility. Unless otherwise noted on the face of this contract, all program material, including talent and commercial announcements, shall be furnished by AGENCY or SERVICE and all expenses connected with the delivery thereof to STATION and return therefrom, if so directed, shall be paid by AGENCY or SERVICE.
- (b) Approval of Material. Television or radio program material delivered to STATION hereunder is subject to STATION approval both as to talent and broadcast content and STATION may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality.

Property Rights. All property and proprietary rights in any program material or other matter prepared, created, or devised by either party hereto (or to the principal or principals of such party for use in connection with programs broadcast shall be retained by the party preparing, creating or devising the same.

8. NON-RECEIPT OF MATERIAL

Should STATION fail to receive program material by 96 hours, excluding Saturday, Sunday and Holidays, in advance of the time of broadcast, STATION may notify AGENCY (or if a time buying service is a party in this contract, STATION may notify SERVICE) by telegram or teletype. If material has not been received by 72 hours, excluding Saturday, Sunday and Holidays, in advance of the time of broadcast, and in the event that AGENCY or SERVICE, as the case may be, has been so notified, ADVERTISER, AGENCY and SERVICE shall be obligated, jointly and severally to pay STATION on STATION'S demand, STATION'S regular charges for time and facilities as liquidated damages.

BROADCAST LIBITITIES

- (a) Indemnification ADVERISER, AGENCY and SERVICE. ADVERTISER, AGENCY and SERVICE, jointly arid severally, shall be obligated to hold and save STATION harmless against any or all liabilities (including costs and attorneys' fees) resulting from the broadcast of programs or program material prepared, produced or furnished to STATION by or on behalf of ADVERTISER, excepting such liability as may result from the broadcast on such broadcasts of material furnished by STATION and musical compositions, the performances of which are licensed by a music licensing organization of which STATION is a license.
- (b) Indemnification by STATION. STATION will hold and save ADVERTISER, AGENCY and SERVICE harmless against all such liability on STATION produced broadcasts excepting only such liability as may result from the broadcast of commercial credits, and other material furnished by or on behalf of ADVERTISER. In addition, STATION will hold and save ADVERTISER, AGENCY and SERVICE harmless with respect to material furnished by STATION for broadcasts produced by, or on behalf of ADVERTISER and with respect to the performance of musical compositions on such broadcasts, provided the performances of such musical compositions are licensed for broadcasting by a music licensing organization of which STATION is a licensee.

10. WARRANTY AND REPRESENTATION AS TO AUTHORITY

If this contract is between STATION and AGENCY, AGENCY represents and warrants that it has the authority from the ADVERTISER, as the ADVERTISER's agent, for all purposes of this contract, including but not limited to arranging, servicing, and paying for the advertising specified herein, and if contract is between STATION and SERVICE, SERVICE likewise represents and warrants that it has authority from the AGENCY and ADVERTISER, to enter into this contract on behalf of AGENCY and ADVERTISER, as AGENT for AGENCY and ADVERTISER, for all purposes hereof.

. 11. GENERAL

- (a) Broadcast Times. STATION will perform the broadcasts covered by this contract on the days and the approximate hourly times provided on the face of this contract. Time mentioned shall be that current at the STATION. STATION may deduct from any period of five minutes or longer not more than seventy seconds for station-break purposes. STATION reserves the right to change the day or hour or both of station break announcements, special feature participations, and programs of five minutes or more for any purpose, upon notice to AGENCY (or if a time buying service is a party to this contract, upon notice to SERVICE) and if a mutually agreeable substitute hour and day cannot be determined, the specified time period only shall be cancelled without affecting the balance of the contract.
- (b) Handling of Property and Mail. STATION shall exercise normal precautions, but shall assume no liability for loss of or damage to program material and other property furnished to it in connection with broadcasts hereunder. STATION will not accept or process mail, correspondence or telephone calls in connection with broadcasts except after prior approval and if so approved at the sole risk of ADVERTISER, AGENCY and SERVICE and subject to reimbursements by such parties for all expenses incurred.
- (c) Assignment and Waiver. This contract, including the rights under it, may not be assigned or transferred without first obtaining the consent of STATION in writing; nor may STATION be required to broadcast hereunder for the benefit of any other advertiser or product than the one med on the face of this contract. Failure of either party hereto to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any provision.
- (d) Legal Obligations. STATION's obligations hereunder are subject to the terms and conditions of licenses held by it and by applicable federal, state, and local laws and regulations.
- (e) No Oral Modification. ADVERTISER, AGENCY and SERVICE acknowledge: that (except for such agreements as may have been entered into approving the form of this contract) there is no express or implied agreement relating to any announcements and/or any program material except as specifically set forth herein; that this contract contains the entire agreement between the parties relating to the subject matter herein contained; and that no change or modification of any of its terms and provisions shall be effective unless made in writing and signed by the parties hereto.
- (f) ID Pre-emptions. In station breaks of 30 seconds duration or longer, ID announcements are subject to immediate pre-emption by an advertiser purchasing an announcement longer than an ID.
- (g) Multiple Product Announcements. All announcements must be identified as single, integrated, or non-integrated "piggyback" per NAB Code, at time of request of availabilities. STATION requires 14 days' notice when changing from straight to multiple product commercials otherwise STATION reserves the right, when necessary, to reschedule new commercials in similar time classifications. AGENCY (or if a time buying service is a party to this contract, SERVICE) will be immediately notified of said change.
- (h) Participating Programs. Announcements in all participating programs may be rotated in the adjacency preceding and/or following the program.
- References. If no advertising agency is named in the reverse side hereof, all references herein to "AGENCY" shall be deemed to refer to ADVERTISER and if no time buying service is named in the reverse side hereof, all references herein to "SERVICE" shall be deemed to be deleted.
- (j) Delayed Announcements. Announcements scheduled in programs following events, such as, feature films, sports or special programming of any kind which run beyond their normally scheduled time, or announcements scheduled in programs which are interrupted for any reason, will be automatically scheduled within the delayed program without prior notice to ADVERTISER, AGENCY or SERVICE, and will be billed at the same rate as if the event had concluded at its normal time, or there was no interruption.

 Rates for Specials. Rates for special event programming and special programs of five minutes or longer in duration are available at STATION upon request.

NONDISCRIMATION POLICY: CBS Television Stations and its Stations do not discriminate in advertising contracts on the basis of race, ethnicity or gender, and will not accept any advertising which is intended to discriminate on the basis of race, ethnicity or gender. Advertiser represents and warrants that it is not purchasing advertising time from CBS Television Stations or its stations that is intended to discriminate on the basis of race, ethnicity or gender.