# Contract Agreement Between: KOMO KOMO 140 4th Ave N Seattle, WA 98109 (206) 404-4000

And:

www.komonews.com

Screen Strategies Media 11150 Fairfax Blvd Ste 505 Fairfax, VA 22030

## CONTRACT

	Contract / Rev 324757			Alt Order #	
	324737	/			
Product					
DelBene 10/6-10/12					
Contract Dates	Estimate #				
10/06/14 - 10/12/14	1006				
Advertiser			<u>Ori</u>	ginal Date /	Revision
DelBene for Congress (DelBene for Congress (	em)		0	9/25/14	/ 09/25/14
	Billing Cycle	Billing	Cal	endar	Cash/Trade
	EOM/EOC	Broado	ast		Cash
	Station	Accour	nt E	xecutive	Sales Office
	KOMO	House	Ho	use-Seattle	Local-Seattle-B
	Special Hand	ing			
	Demographic				
	Adults 25-54				
	IDB#	Adverti	ser	Code	Product Code
	Agency Ref			Advertiser	Ref

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Rate	Type S	Spots	Amount
N 1 KOMO 10/07/14 10/09/14 M-F KOMO 4 NEWS	6-7A	:30	NM	2	\$1,400.00
Start Date End Date Weekdays Spots/Week	<u>Rate</u> \$700.00		1.7. 25.171		170 N.M. 1995. 150-31-3-5
Week: 10/06/14 10/12/14 -1-1 2					
N 2 KOMO 10/06/14 10/10/14 GMA	7-9A	:30	MM	3	\$2,250.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/06/14         10/12/14         1-1-1         3	<u>Rate</u> \$750.00				
N 3 KOMO 10/07/14 10/07/14 Live With Kelly	9-10A	:30	NM	1	\$250.00
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u>	Rate		- 1		
170000 10700111	\$250.00	-20	NINA	a	£250.00
N 4 KOMO 10/09/14 10/09/14 The View Start Date End Date Weekdays Spots/Week	10a-11a <u>Rate</u>	:30	NM	1	\$350.00
Week: 10/06/14 10/12/141 1	\$350.00				
N 5 KOMO 10/06/14 10/06/14 M-F 11-12P News	11-12P	:30	NM	1	\$175.00
Start Date End Date Weekdays Spots/Week	Rate				
Week: 10/06/14 10/12/14 1 1	\$175.00		NIN4	a a	#200 00
N 6 KOMO 10/10/14 10/10/14 General Hospital Start Date End Date Weekdays Spots/Week	1p-2p Rate	:30	NM	1	\$300.00
Week: 10/06/14 10/12/141 1	\$300.00				
N 7 KOMO 10/06/14 10/10/14 Steve Harvey M-F	3p-4p	:30	NM	5	\$875.00
Start Date End Date Weekdays Spots/Week	Rate		- 1		
Week: 10/06/14 10/12/14 11111 5	\$175.00	-20	NM	1	\$300.00
N 8 KOMO 10/08/14 10/08/14 M-F KOMO 4 NEWS Start Date End Date Weekdays Spots/Week	4-5P Rate	:30	INIVI	1	\$300.00
Week: 10/06/14 10/12/141 1	\$300.00				
N 9 KOMO 10/07/14 10/09/14 M-F 5-530P News	5-530P	:30	NM	2	\$1,800.00
Start Date End Date Weekdays Spots/Week	Rate		- 1		
Week: 10/06/14 10/12/14 -1-1 2	\$900.00 6-7P	:30	NM	3	\$900.00
N 10 KOMO 10/10/14 10/10/14 M-F 6-7P News Start Date End Date Weekdays Spots/Week	6-7P Rate	:30	INIVI	- 1	\$900.00
Week: 10/06/14 10/12/141 1	\$900.00				
N 11 KOMO 10/06/14 10/10/14 M-F Wheel	7-730P	:30	NM	2	\$3,600.00
Start Date         End Date         Weekdays         Spots/Week           Week:         10/06/14         10/12/14         11         2	<u>Rate</u> \$1,800.00		- 1		
TOOM: (STOO),	730-8P	:30	NM	1	\$2,100.00
N 12 KOMO 10/08/14 10/08/14 M-F Jeopardy	/3U-8P	.30	INIVI	'	ΨΖ, 100.00

09/25/14 / 09/25/14

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10/06/14 - 10/12/14	DelBene 10/6-10/12	1006
Advertiser	Ori	ginal Date / Revision

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Rate Type	Spots	Amount
Start Date         End Date         Weekdays         Spots/Week           Week: 10/06/14         10/12/14        1         1	<u>Rate</u> \$2,100.00			
N 13 KOMO 10/06/14 10/06/14 Dancing With The Stars  Start Date End Date Weekdays Spots/Week  Week: 10/06/14 10/12/14 1 1	8p-10p <u>Rate</u> \$1,700.00	:30 NM	1	\$1,700.00
N 14 KOMO 10/09/14 10/09/14 Grey's Anatomy  Start Date End Date Weekdays Spots/Week  Week: 10/06/14 10/12/141 1	8p-9p <u>Rate</u> \$1,800.00	:30 NM	1	\$1,800.00
N 15 KOMO 10/07/14 10/09/14 M-SUN Late News  Start Date End Date Weekdays Spots/Week  Week: 10/06/14 10/12/14 -1-1 2	11-1135P <u>Rate</u> \$400.00	:30 NM	2	\$800.00
N 16 KOMO 10/06/14 10/08/14 Jimmy Kimmel <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/06/14 10/12/14 1-1 2	1135p-1235a <u>Rate</u> \$225 <sub>-</sub> 00	:30 NM	2	\$450.00
		Totals	27	\$19,050.00

DelBene for Congress (De

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
09/29/14 -10/10/14	27	\$19,050.00	(\$2,857.50)	\$16,192.50
Totals	27	\$19,050.00	(\$2,857.50)	\$16,192.50

Signature:	Date:	_

#### 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'.

#### 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.

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.

#### 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.

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.

#### 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 malerial 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).

#### 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.

#### 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 unsalisfactory, the Station shall notify the Agency, and unless the Agency furnishes salisfactory 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.

- (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.

# AGREEMENT FORM FOR POLITICAL CANDIDATE ADVERTISEMENTS

(check applicable box)

### FEDERAL CANDIDATE

# ☐ STATE/LOCAL CANDIDATE

To Avail Themselves Of The Lowest Unit Charge During A Political Window, Federal Candidates Must Sign The Certification On Page 3

Station and	tation and Location:			Date: 9/25/2014		
KOMO-TV						
Screen Strateg	jies Media				i	
political party	for the office	of: Congress	×			
in the General						
election to be	held on:	2014				
do hereby red	μest station t	ime as follow	s:			
Dusadasat	Time of			Times nor	Number of	

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
	See	attack	!		

Attach proposed schedule with charges (if available): \$16,192.50

I represent that the payment for the above described broadcast time has been furnished by:					
DelBene for Congress					
and you are authorized to announce the time as paid for by such person or entity. I represent that this person or entity is either a legally qualified candidate or an authorized committee/organization of the legally qualified candidate.					
The name of the treasurer of Phil Lloyd	the candidate's authorized committee	is:			
This station has disclosed to me its political advertising policies, including: applicable classes and rates; and discount, promotional and other sales practices (not applicable to federal candidates).					
	DISCRIMINATE OR PERMIT DISCRI THNICITY IN THE PLACEMENT OF A				
To Be Signed I	By Candidate or Authorized Co	mmittee			
9/25/2014	1/h Oxt				
Date	Signature				
To Be Signed By Station Representative					
Accepted Accepted	□ Accepted in Part  AEZORES ALBO	□ Rejected  ✓//SC			
Signature	Printed Name	Title			