

# AGREEMENT TO PURCHASE POLITICAL ADVERTISING AVAILABILITIES (NAB)

1. System and location: Comcast ("Comcast" or "System")
2. I, Doug Tierney (being or on behalf of Scott Vecchi), a legally qualified candidate of the Democratic political party for the office of Plymouth County Sheriff in the General [primary or general] election to be held on Nov 8, 2016 do hereby request to purchase political advertising time on channels See schedule as follows:

<u>LENGTH OF TELECAST</u>	<u>HOUR</u>	<u>DAYS</u>	<u>TIMES PER WEEK</u>	<u>TOTAL NO. WEEKS</u>	<u>RATE AND CLASS OF TIME</u>
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See schedule

Boston DMA

DATE OF FIRST TELECAST

DATE OF LAST TELECAST

TOTAL CHARGES: \$9,736.75

3. The telecast time will be used by Committee to elect Scott Vecchi
4. I represent that the advance payment for the above-described telecast time has been furnished by Scott Vecchi and that Comcast is authorized to describe that sponsor in its log and to announce the advertisement as paid for by such person or entity. The entity furnishing the payment, if other than an individual person, is: ( ) a corporation; ( ) a committee; ( ) an association; or ( ) other unincorporated group. The names and offices of the chief executive officers are: \_\_\_\_\_

5. I understand that: If the time is to be used by the candidate within 45 days of a primary or primary runoff election, or within 60 days of a general or special election, the above charges represent the lowest unit charge ("LUC") of the system for the same class and amount of time for the same period; if the use is by a person or entity other than the candidate or is by the candidate but outside the aforementioned 45 or 60 day periods, the above charges do not exceed the charges made for comparable use of such system by other users.

6. I agree that use of the System for the above-stated purposes will be governed by the Communications Act of 1934, as amended and the FCC's rules and regulations, and Comcast's Terms and Conditions attached hereto. I further agree to indemnify and hold harmless Comcast for any damages or liability that may ensue from the performance of the above-stated telecasts. I also agree to prepare a script or transcription, which will be delivered to the System at least 7 days before the time of the scheduled telecasts. (Note the two preceding sentences do not apply if a candidate is using the time).

7. By: Scott Vecchi Date: 10/31/2016  
(Candidate, Supporter or Agent)

8. Accepted X or Rejected \_\_\_\_\_ by Doug Tierney Title Act Exec Comcast

## 6. INDEMNIFICATION; LIMITATION OF LIABILITY

(a) Company shall hold Advertiser harmless against all liabilities resulting from the cablecast of program material furnished by the Company; provided, however, that the Company shall not be responsible for any liabilities arising out of the content of program and/or commercial material provided and/or authorized by Advertiser.

(b) Advertiser shall indemnify, defend, and hold the Company harmless against all liabilities arising out of the creation and provision of, and the content of, program and/or commercial material provided and/or authorized by Advertiser and a breach of this Agreement. Advertiser further agrees to indemnify, defend and hold the Company harmless for and against all liabilities by reason of any claims, suits or proceedings arising by reason of any advertisement placed on Company's Web Site relating to any virus, worm or "Trojan Horse" or other contaminating or destructive features contained in the advertisement or any other materials or information to which end users of the Web Site can link from the advertisement or Web Site. Where Advertiser is an advertising agency, such advertising agency and the person, firm or corporation that authorizes such advertising agency to contract for the commercial announcements covered by this contract shall be jointly and severally liable for all indemnification obligations in favor of the Company hereunder.

(c) Other than as set forth in Paragraph 6(a) above, and notwithstanding anything in this contract to the contrary, the sole remedies available to Advertiser for a breach of this contract or for any other claims arising out of the negotiation or performance of this contract or out of the cablecasting of program and/or commercial announcements provided by Advertiser shall be: (i) substitute cablecast of commercial announcements or program material as set forth in paragraph 5; or (ii) a refund of amounts paid by Advertiser for the unfulfilled portion of this contract.

**IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, GOOD WILL, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS CONTRACT OR BE SUBJECT TO EQUITABLE REMEDIES OR INJUNCTIVE RELIEF.**

## 7. WARRANTIES

(a) Advertiser warrants and represents that all music composition, copy or other materials used in connection with the cablecast does not infringe the copyright, ownership or authorship of any third party. All advertising shall be free and clear for cablecast without further payment of copyright or other fees or obtaining any consents or approvals. Advertiser warrants and represents that the content of all cablecasts complies with all federal, state, and local rules and regulations of the Federal Trade Commission. (b) Company hereby disclaims any and all warranties, including without limitation, any warranties of merchantability, fitness for a particular purpose or other warranties arising by usage of trade, course of dealings or course of performance. Without limiting the foregoing, Company specifically disclaims any warranties relating to the effectiveness of any advertisements run pursuant to this contract.

## 8. GENERAL

(a) Company obligations hereunder are subject to the terms and conditions of licenses held by the parties hereto and are also subject to all federal, state, and municipal laws and regulations now enforced or which may be enacted in the future.

(b) This contract, including the rights under it, may not be assigned or transferred by Advertiser without first obtaining the consent of the Company in writing; nor may the Company be required to cablecast hereunder for the benefit of any advertiser other than the party named on the Work Order. Failure of the Company or Advertiser to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision.

(c) Company shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to commercial material and other property furnished by Advertiser hereunder. Company will not accept or process mail, correspondence, or telephone calls in connection with cablecast of commercial announcements hereunder.

(d) All production materials provided by the Company and used in program and commercial announcements are and remain the exclusive property of the Company unless specifically noted on the Work Order or in an agreement for production services between the Company and Advertiser.

(e) Company shall only recognize agency commissions that conform to industry standards and practices.

(f) The number of cable homes receiving advertisements on any network is an estimate and may vary by geographic areas and other factors. The information provided will be periodically updated by the Company. For more information please contact your Advertising Sales Executive.

(g) This contract contains the entire agreement between the parties relating to the subject material herein contained, and no change or modification of any of its provisions shall be effective unless made in writing and signed by both parties.

(h) This contract shall be governed and construed in accordance with the laws of the jurisdiction in which the Company is located.

CANDIDATE RECORD OF REQUEST FOR PURCHASE OF POLITICAL TIME - ROR

(THIS FORM MUST BE COMPLETED FOR ALL REQUESTS [ORAL OR WRITTEN] AND PLACED IN POLITICAL AND PUBLIC INSPECTION FILE)

Date of Request: 8/23/16

Name of Person making the Request: Scott Vecchi

Address and Telephone Number of Person making the Request: 130 Canelet Dr.  
781 706 5726 Plymouth MA 02360

Name of Candidate: Scott Vecchi

Name of Candidate's Authorized Committee: Committee to Elect Scott Vecchi

Name of Treasurer of Committee: Dax Martin

Legally-Qualified Candidate for the Office of: Ply City Sherriff

GENERAL ELECTION X

Democrat X  
Republican \_\_\_\_\_  
Other \_\_\_\_\_

Information Requested: Rates/Schedule

Information Provided: Rates/Schedule

Request to Purchase Time: ✓ ACCEPTED \_\_\_\_\_ REJECTED

If request to purchase time is GRANTED attach Agreement For Political Cablecasts, schedule of time purchased (including rates charged, class of time purchased) and Affidavit of Performance

Signed: [Signature]  
Signature of Individual Receiving Request

Date: 8/23/16

BOSTON DMA.