

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 Location:

WEHT

Date:

2016

I, STRATEGIC MEDIA PLACEMENT,

being/on behalf of: RAND PAUL FOR SENATE, a legally

qualified candidate of the REPUBLICAN political

party for the office of: KY SENATE

in the GENERAL

election to be held on: 11/8

do hereby request station time as follows:

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
	AS	ORDERED			

Total Charges:

For programming that, in whole or in part, "communicates a message relating to any political matter of national importance," list the matters below:

I represent that the payment for the above described broadcast time has been furnished by:

RAND PAUL FOR SENATE

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 the candidate's authorized committee is:

KEVIN BROGHAMER

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).

THIS STATION DOES NOT DISCRIMINATE OR PERMIT DISCRIMINATION ON THE BASIS OF RACE OR ETHNICITY IN THE PLACEMENT OF ADVERTISING.

To Be Signed By Candidate or Authorized Committee

9/13/16

Date

A.S.

Signature

To Be Signed By Station Representative

☒ Accepted

☐ Accepted in Part

☐ Rejected

Teresa Isbell

Signature

Teresa Isbell

Printed Name

NSA

Title

CANDIDATE CERTIFICATION

In Order For Federal Candidates to Receive The Lowest Unit Charge During a Political Window, the Following Certification is Required:

I, STRATEGIC MEDIA PLACEMENT

(name of federal candidate or authorized committee) hereby certify that the programming to be broadcast (in whole or in part) pursuant to this agreement:

☐ does ☒ does not

refer to an opposing candidate (check applicable box). I further certify that for the programming that does refer to an opposing candidate:

(check applicable box)

- ☐ the **radio** programming contains a personal audio statement by the candidate that identifies the candidate, the office being sought, and that the candidate has approved the broadcast.
- ☒ the **television** programming contains a clearly identifiable photograph or similar image of the candidate for a duration of at least four seconds, and a simultaneously displayed printed statement identifying the candidate, that the candidate approved the broadcast, and that the candidate and/or the candidate's authorized committee paid for the broadcast.

A. S. —

signature of candidate or authorized committee

ADAM SHAW

printed name

9/13/16

date



WEHT
PO Box 470
Rockford, IL 61105

Strategic Media Placement
7669 Stagers Loop
Delaware, OH 43015

Contract # 1438929

Schedule Dates	09/29/16-10/04/16	Date Entered	09/28/16
Advertiser	Rand Paul/State Senate/Kentucky/Republican (367	Last Modified	09/28/16
Agency	Strategic Media Placement (10336)	Entered By	Teresa Isbell
Product	Political - State Senate (1074)	CO-OP	No
Brand	1193/1792/4789 (564153)	Headline #	25320149
Salesperson	Katz - Washington DC, Washington DC (1179)	Demo	
Sales Office	Katz - Washington DC	Order Type	Normal
Buyer Name	Adam, Shaw,	Package Deal	
Phone/Fax	/	Commission %	15.00
CPE	1193/1792/4789	Commission	\$1,494.00
Account Types	National/Political	Net Total	\$8,466.00
Billing Type	Standard	Sales Tax	
Comments	TV KY SEN RAND PAUL 9.24-10.4 NAB, TRAFFIC, CHECK COPIES IN EMAIL; Separation: 30		

Evansville (WEHT)		
By Broadcast Month	Spots	Rate
Oct. 2016	58	\$9,960.00
Grand Total:	58	\$9,960.00

Line	Line Type / Break Type (Ref #)	Dates	Sec	Length	Run Times	SPW	Mo	Tu	We	Th	Fr	Sa	Su	Spots	Rate	Total	Station	Comments	Entered
1.0	Normal Line / SPOT	09/30/16-09/30/16	5	:30	5A- 5:30A (CST)	1					X			1	\$75.00	\$75.00	Evansville (WEHT)	Eyewitness News Daybreak	9/28/16
2.0	Normal Line / SPOT	10/03/16-10/03/16	5	:30	5A- 5:30A (CST)	1	X							1	\$75.00	\$75.00	Evansville (WEHT)	Eyewitness News Daybreak	9/28/16
3.0	Normal Line / SPOT	09/29/16-09/29/16	5	:30	5:30A- 6A (CST)	1				X				1	\$75.00	\$75.00	Evansville (WEHT)	Eyewitness News Daybreak	9/28/16
4.0	Normal Line / SPOT	10/04/16-10/04/16	5	:30	5:30A- 6A (CST)	1	X							1	\$75.00	\$75.00	Evansville (WEHT)	Eyewitness News Daybreak	9/28/16
5.0	Normal Line / SPOT	09/30/16-09/30/16	5	:30	6A- 6:30A (CST)	1					X			1	\$145.00	\$145.00	Evansville (WEHT)	Eyewitness News Break	9/28/16
6.0	Normal Line / SPOT	10/03/16-10/03/16	5	:30	6A- 6:30A (CST)	1	X							1	\$145.00	\$145.00	Evansville (WEHT)	Eyewitness News Break	9/28/16
7.0	Normal Line / SPOT	09/29/16-09/29/16	5	:30	6:30A- 7A (CST)	1				X				1	\$145.00	\$145.00	Evansville (WEHT)	Eyewitness News Break	9/28/16
8.0	Normal Line / SPOT	10/04/16-10/04/16	5	:30	7A- 8A (CST)	1	X							1	\$145.00	\$145.00	Evansville (WEHT)	Eyewitness News Break	9/28/16
9.0	Normal Line / SPOT	09/29/16-09/29/16	5	:30	7A- 8A (CST)	1				X				1	\$135.00	\$135.00	Evansville (WEHT)	Good Morning America	9/28/16
10.0	Normal Line / SPOT	09/30/16-09/30/16	5	:30	7A- 8A (CST)	1					X			1	\$135.00	\$135.00	Evansville (WEHT)	Good Morning America	9/28/16
11.0	Normal Line / SPOT	10/03/16-10/03/16	5	:30	7A- 8A (CST)	1	X							1	\$135.00	\$135.00	Evansville (WEHT)	Good Morning America	9/28/16
12.0	Normal Line / SPOT	10/04/16-10/04/16	5	:30	7A- 8A (CST)	1	X							1	\$135.00	\$135.00	Evansville (WEHT)	Good Morning America	9/28/16
13.0	Normal Line / SPOT	09/29/16-09/29/16	5	:30	8A- 9A (CST)	1				X				1	\$135.00	\$135.00	Evansville (WEHT)	Good Morning America	9/28/16

CONFIRMATION CONTRACT

Accepted-Agency/Advertiser:	Date:	Accepted-Station:	Date:	Comments:
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WEHT
PO Box 470
Rockford, IL 61105

Strategic Media Placement
7669 Stagers Loop
Delaware, OH 43015

Contract # 1438929
Schedule Dates 09/29/16-10/04/16
Advertiser Rand Paul/State Senate/Kentucky/Republican (367)
Agency Strategic Media Placement (10336)
Product Political - State Senate (1074)
Brand 1193/1792/4789 (564153)
Salesperson Katz - Washington DC, Washington DC (1179)
Sales Office Katz - Washington DC
Buyer Name Adam, Shaw,
Phone/Fax /
CPE 1193/1792/4789
Account Types National/Political
Billing Type Standard
Comments TV
KY SEN RAND PAUL 9.24-10.4
NAB, TRAFIC, CHECK COPIES IN EMAIL; Separation: 30

Date Entered 09/28/16
Last Modified 09/28/16
Entered By Teresa Isbell
CO-OP No
Headline # 25320149
Demo
Order Type Normal
Package Deal
Commission % 15.00
Commission \$1,494.00
Net Total \$8,466.00
Sales Tax

EVANSVILLE (WEHT)
By Broadcast Month
Oct. 2016 58 \$9,960.00
Grand Total: 58 \$9,960.00

Line	Line Type / Break Type (Ref #)	Dates	Sec	Length	Run Times	SPW	Mo	Tu	We	Th	Fr	Sa	Su	Spots	Rate	Total	Station	Comments	Entered
14.0	Normal Line / SPOT	09/30/16-09/30/16	5	:30	8A- 9A (CST)	1					X			1	\$135.00	\$135.00	Evansville (WEHT)	Good Morning America	9/28/16
15.0	Normal Line / SPOT	10/03/16-10/03/16	5	:30	8A- 9A (CST)	1	X							1	\$135.00	\$135.00	Evansville (WEHT)	Good Morning America	9/28/16
16.0	Normal Line / SPOT	10/04/16-10/04/16	5	:30	8A- 9A (CST)	1		X						1	\$135.00	\$135.00	Evansville (WEHT)	Good Morning America	9/28/16
17.0	Normal Line / SPOT	10/01/16-10/01/16	5	:30	7A- 8A (CST)	1						X		1	\$100.00	\$100.00	Evansville (WEHT)	Good Morning America	9/28/16
18.0	Normal Line / SPOT	10/02/16-10/02/16	5	:30	7A- 8A (CST)	1						X		1	\$100.00	\$100.00	Evansville (WEHT)	Good Morning America	9/28/16
19.0	Normal Line / SPOT	10/02/16-10/02/16	5	:30	8A- 9A (CST)	1						X		1	\$75.00	\$75.00	Evansville (WEHT)	This Week With George Stephanopoulos	9/28/16
20.0	Normal Line / SPOT	09/30/16-09/30/16	5	:30	9A- 10A (CST)	1					X			1	\$75.00	\$75.00	Evansville (WEHT)	Live With Kelly	9/28/16
21.0	Normal Line / SPOT	10/03/16-10/03/16	5	:30	9A- 10A (CST)	1	X							1	\$75.00	\$75.00	Evansville (WEHT)	Live With Kelly	9/28/16
22.0	Normal Line / SPOT	09/29/16-09/29/16	5	:30	10A- 11A (CST)	1				X				1	\$75.00	\$75.00	Evansville (WEHT)	The View	9/28/16
23.0	Normal Line / SPOT	10/04/16-10/04/16	5	:30	10A- 11A (CST)	1		X						1	\$75.00	\$75.00	Evansville (WEHT)	The View	9/28/16
24.0	Normal Line / SPOT	09/30/16-09/30/16	5	:30	12P- 1P (CST)	1					X			1	\$75.00	\$75.00	Evansville (WEHT)	The Chew	9/28/16
25.0	Normal Line / SPOT	10/03/16-10/03/16	5	:30	12P- 1P (CST)	1	X							1	\$75.00	\$75.00	Evansville (WEHT)	The Chew	9/28/16
26.0	Normal Line / SPOT	10/04/16-10/04/16	5	:30	1P- 2P (CST)	1		X						1	\$75.00	\$75.00	Evansville (WEHT)	General Hospital	9/28/16

CONFIRMATION CONTRACT

Accepted-Agency/Advertiser:	Date:	Accepted-Station:	Date:	Comments:
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WEHT
PO Box 470
Rockford, IL 61105

Strategic Media Placement
7669 Stagers Loop
Delaware, OH 43015

Contract # 1438929
Schedule Dates 09/29/16-10/04/16
Advertiser Rand Paul/State Senate/Kentucky/Republican (367
Agency Strategic Media Placement (10336)
Product Political - State Senate (1074)
Brand 1193/1792/4789 (564153)
Salesperson Katz - Washington DC, Washington DC (1179)
Sales Office Katz - Washington DC
Buyer Name Adam Shaw,
Phone/Fax /
CPE 1193/1792/4789
Account Types National/Political
Billing Type Standard
Comments TV
KY SEN RAND PAUL 9.24-10.4
NAB, TRAFFIC, CHECK COPIES IN EMAIL; Separation: 30

Date Entered 09/28/16
Last Modified 09/28/16
Entered By Teresa Isbell
CO-OP No
Headline # 25320149
Demo
Order Type Normal
Package Deal
Commission % 15.00
Commission \$1,494.00
Net Total \$8,466.00
Sales Tax

Evansville (WENR)
By Broadcast Month
Oct. 2016
Grand Total:
Spots 58
Rate \$9,960.00
\$9,960.00

Line	Line Type / Break Type (Ref #)	Dates	Sec	Length	Run Times	SPW	Mo	Tu	We	Th	Fr	Sa	Su	Spots	Rate	Total	Station	Comments	Entered
27.0	Normal Line / SPOT	10/01/16-10/01/16	5	:30	6:30A- 7A (CST)	1						X		1	\$75.00	\$75.00	Evansville (WEHT)	Aq Life	9/28/16
28.0	Normal Line / SPOT	09/30/16-09/30/16	5	:30	11A- 11:30A (CST)	1					X			1	\$75.00	\$75.00	Evansville (WEHT)	Eyewitness News WEHT Local Lifestyles	9/28/16
29.0	Normal Line / SPOT	10/04/16-10/04/16	5	:30	11A- 11:30A (CST)	1		X						1	\$75.00	\$75.00	Evansville (WEHT)	Eyewitness News WEHT Local Lifestyles	9/28/16
30.0	Normal Line / SPOT	09/29/16-09/29/16	5	:30	11:30A- 12P (CST)	1			X					1	\$75.00	\$75.00	Evansville (WEHT)	Eyewitness News WEHT Local Lifestyles	9/28/16
31.0	Normal Line / SPOT	10/03/16-10/03/16	5	:30	11:30A- 12P (CST)	1	X							1	\$75.00	\$75.00	Evansville (WEHT)	Eyewitness News WEHT Local Lifestyles	9/28/16
32.0	Normal Line / SPOT	09/29/16-09/29/16	5	:30	4P- 4:30P (CST)	1			X					1	\$125.00	\$125.00	Evansville (WEHT)	Eyewitness News First At 4	9/28/16
33.0	Normal Line / SPOT	10/04/16-10/04/16	5	:30	4P- 4:30P (CST)	1		X						1	\$125.00	\$125.00	Evansville (WEHT)	Eyewitness News First At 4	9/28/16
34.0	Normal Line / SPOT	09/30/16-09/30/16	5	:30	4:30P- 5P (CST)	1				X				1	\$125.00	\$125.00	Evansville (WEHT)	Eyewitness News First At 4	9/28/16
35.0	Normal Line / SPOT	10/03/16-10/03/16	5	:30	4:30P- 5P (CST)	1	X							1	\$125.00	\$125.00	Evansville (WEHT)	Eyewitness News First At 4	9/28/16
36.0	Normal Line / SPOT	09/29/16-09/29/16	5	:30	5P- 5:30P (CST)	1			X					1	\$275.00	\$275.00	Evansville (WEHT)	Eyewitness News At 5	9/28/16
37.0	Normal Line / SPOT	10/04/16-10/04/16	5	:30	5P- 5:30P (CST)	1		X						1	\$275.00	\$275.00	Evansville (WEHT)	Eyewitness News At 5	9/28/16
38.0	Normal Line / SPOT	09/30/16-09/30/16	5	:30	6P- 6:30P (CST)	1				X				1	\$300.00	\$300.00	Evansville (WEHT)	Eyewitness News At 6	9/28/16

CONFIRMATION CONTRACT

Accepted-Agency/Advertiser:	Date:	Accepted-Station:	Date:	Comments:
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WEHT
PO Box 470
Rockford, IL 61105

Strategic Media Placement
7669 Stagers Loop
Delaware, OH 43015

Contract # 1458929
Schedule Dates 09/29/16-10/04/16
Advertiser Rand Paul/State Senate/Kentucky/Republican (367
Agency Strategic Media Placement (10336)
Product Political - State Senate (1074)
Brand 1193/1792/4789 (564153)
Salesperson Katz - Washington DC, Washington DC (1179)
Sales Office Katz - Washington DC
Buyer Name Adam, Shaw,
Phone/Fax /
CPE 1193/1792/4789
Account Types National/Political
Billing Type Standard
Comments TV
KY SEN RAND PAUL 9.24-10.4
NAB, TRAFFIC, CHECK COPIES IN EMAIL; Separation: 30

Date Entered 09/28/16
Last Modified 09/28/16
Entered By Teresa Isbell
CO-OP No
Headline # 25320149
Demo
Order Type Normal
Package Deal
Commission % 15.00
Commission \$1,494.00
Net Total \$8,466.00
Sales Tax

EVANSVILLE (WEHT)
By Broadcast Month
Oct. 2016 58 \$9,960.00
Grand Total: 58 \$9,960.00

Line	Line Type / Break Type (Ref #)	Dates	Sec	Length	Run Times	SPW	Mo	Tu	We	Th	Fr	Sa	Su	Spots	Rate	Total	Station	Comments	Entered
39.0	Normal Line / SPOT	10/03/16-10/03/16	5	:30	6P- 6:30P (CST)	1	X							1	\$300.00	\$300.00	Evansville (WEHT)	Eyewitness News At 6	9/28/16
40.0	Normal Line / SPOT	10/01/16-10/01/16	5	:30	6P- 6:30P (CST)	1						X		1	\$150.00	\$150.00	Evansville (WEHT)	Eyewitness News At 6	9/28/16
41.0	Normal Line / SPOT	10/02/16-10/02/16	5	:30	5P- 5:30P (CST)	1							X	1	\$150.00	\$150.00	Evansville (WEHT)	Eyewitness News At 5P	9/28/16
42.0	Normal Line / SPOT	09/29/16-09/29/16	5	:30	6:30P- 7P (CST)	1			X					1	\$175.00	\$175.00	Evansville (WEHT)	Millionaire	9/28/16
43.0	Normal Line / SPOT	09/30/16-09/30/16	5	:30	6:30P- 7P (CST)	1				X				1	\$175.00	\$175.00	Evansville (WEHT)	Millionaire	9/28/16
44.0	Normal Line / SPOT	10/03/16-10/03/16	5	:30	6:30P- 7P (CST)	1	X							1	\$175.00	\$175.00	Evansville (WEHT)	Millionaire	9/28/16
45.0	Normal Line / SPOT	10/04/16-10/04/16	5	:30	6:30P- 7P (CST)	1		X						1	\$175.00	\$175.00	Evansville (WEHT)	Millionaire	9/28/16
46.0	Normal Line / SPOT	10/03/16-10/03/16	5	:30	7P- 9P (CST)	2	X				X			2	\$750.00	\$1,500.00	Evansville (WEHT)	DWTS	9/28/16
47.0	Normal Line / SPOT	09/30/16-09/30/16	5	:30	9P- 10P (CST)	1					X			1	\$500.00	\$500.00	Evansville (WEHT)	20/20	9/28/16
48.0	Normal Line / SPOT	09/29/16-09/29/16	5	:30	10P- 10:35P (CST)	1				X				1	\$325.00	\$325.00	Evansville (WEHT)	Eyewitness News At 10	9/28/16
49.0	Normal Line / SPOT	09/30/16-09/30/16	5	:30	10P- 10:35P (CST)	1					X			1	\$325.00	\$325.00	Evansville (WEHT)	Eyewitness News At 10	9/28/16
50.0	Normal Line / SPOT	10/03/16-10/03/16	5	:30	10P- 10:35P (CST)	1	X							1	\$325.00	\$325.00	Evansville (WEHT)	Eyewitness News At 10	9/28/16
51.0	Normal Line / SPOT	10/04/16-10/04/16	5	:30	10P- 10:35P (CST)	1		X						1	\$325.00	\$325.00	Evansville (WEHT)	Eyewitness News At 10	9/28/16
52.0	Normal Line / SPOT	09/30/16-09/30/16	5	:30	10:35P- 11:05P (CST)	1					X			1	\$325.00	\$325.00	Evansville (WEHT)	Home team Friday	9/28/16

CONFIRMATION CONTRACT

Accepted-Agency/Advertiser:	Date:	Accepted-Station:	Date:	Comments:
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WEHT
PO Box 470
Rockford, IL 61105

Strategic Media Placement
7669 Stagers Loop
Delaware, OH 43015

Contract # 1458929
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Salesperson Katz - Washington DC, Washington DC (1179)
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Account Types National/Political
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KY SEN RAND PAUL 9.24-10.4
NAB, TRAFFIC, CHECK COPIES IN EMAIL, Separation: 30

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CO-OP No
Headline # 25320149
Demo
Order Type Normal
Package Deal
Commission % 15.00
Commission \$1,494.00
Net Total \$8,466.00
Sales Tax

Evansville (WEHT)
By Broadcast Month
Oct. 2016
Grand Total:
Spots 58
Rate \$9,960.00
\$9,960.00

Line	Line Type / Break Type (Ref #)	Dates	Sec	Length	Run Times	SPW	Mo	Tu	We	Th	Fr	Sa	Su	Spots	Rate	Total	Station	Comments	Entered
53.0	Normal Line / SPOT	10/01/16-10/01/16	5	:30	10P-10:35P (CST)	1						X		1	\$150.00	\$150.00	Evansville (WEHT)	Eyewitness News At 10	9/28/16
54.0	Normal Line / SPOT	10/02/16-10/02/16	5	:30	10P-10:35P (CST)	1							X	1	\$300.00	\$300.00	Evansville (WEHT)	Eyewitness News At 10	9/28/16
55.0	Normal Line / SPOT	10/01/16-10/01/16	5	:30	10:30P-11P (CST)	1						X		1	\$30.00	\$30.00	Evansville (WEHT)	Inside Edition Weekend	9/28/16
56.0	Normal Line / SPOT	10/01/16-10/01/16	5	:30	11P-11:30P (CST)	1						X		1	\$30.00	\$30.00	Evansville (WEHT)	Insider Weekend	9/28/16
57.0	Normal Line / SPOT	10/02/16-10/02/16	5	:30	10:30P-11:30P (CST)	1							X	1	\$40.00	\$40.00	Evansville (WEHT)	Castle	9/28/16

CONFIRMATION CONTRACT

Accepted-Agency/Advertiser:

Date:

Accepted-Station:

Date:

Comments:

Advertising Contract Terms and Conditions

This document sets forth the contractual obligations between the Television Station/s and/or Internet Portal, Other Media Services and said Advertiser and Agency/Buying Service with respect to purchase of certain Television Station/s and/or Internet Portal, Other Media Services advertising or services rendered. This Contract between the Advertiser and Agency/Buying Service named hereon, hereinafter referred to as ADVERTISER and Television Station/s and/or Internet Portal, Other Media Services referred to as STATION. This is the entire Contract between the parties hereto. Unless errors in this Contract are drawn to the STATION'S attention within 5 business days, it will be deemed as having been accepted as written. The ADVERTISER and the STATION hereby agree that this Contract shall be performed in accordance with and governed by the terms and conditions hereon. No verbal cancellation or changes to this Contract are permitted and if either party desires to enact a change, it must be set forth in writing within 2 weeks of proposed cancellation or change, otherwise the right to request such cancellation or change shall be deemed conclusively to have been waived.

Commercial Inventory – STATION shall provide ADVERTISER with the use of commercial inventory as mutually agreed upon and noted hereon. Station will have sole determination of placement of inventory within ordered programming. From time to time, pre-emptions of commercial inventory will occur. ADVERTISER agrees to allow STATION to replace pre-emptions with like inventory to fulfill advertising Contract, herein noted as MAKEGOODS. STATION will be held harmless for scheduling of commercials near competitive product and like advertisers unless order as a 'fixed' placement commercial. STATION rate card (subject to change) and date of order entry will be the sole determinants of inventory clearances and pre-emption status.

Program Substitutions – STATION may substitute another program for any program hereon. In such event, Advertiser's participation(s) will be scheduled by STATION in a replacement program(s) provided such replacement program(s) is comparable quality with comparable demographics and/or in the same timeperiod and day as originally ordered.

Value of Inventory – STATION shall charge ADVERTISER for providing such inventory as mutually agreed upon and noted hereon.

Payment – Notwithstanding to whom bills are rendered, ADVERTISER, agency and/or buying service, jointly and severally, shall remain obligated to pay STATION for the Total Contract Value of any invoice rendered by STATION to the ADVERTISER immediately following the receipt of invoicing. Payment by advertiser to agency or buying service shall not constitute payment to STATION. ADVERTISER agrees and holds STATION only to the obligation of airing of said inventory or MAKEGOODS and of no obligation for rating guarantees. The parties agree that there are no other fees or expenses that may be deducted by ADVERTISER in any way from payment of this Contract to STATION. Failure to pay in accordance with the STATION terms will result in a monthly service charge of 1.5% on all unpaid balances not received within 30 days from receipt of invoice.

Agency Representation – Agency representation shall be afforded a 15% discount for the services of post buy analysis, supplying all creative, talent, promotional elements, as well as any and all obligations in conjunction with standard agency representation practices, including payment of ADVERTISER purchases in accordance with schedule hereon. Agency discount rate may be adjusted to a lower percentage (less than 15%) based upon the sole discretion of the STATION if agency fails to fulfill any portion of the obligations as noted above.

Creative Content - ADVERTISER warrants that it has obtained all necessary rights for the performance and use of said advertising material/s, including music performance, of which payment is the ADVERTISER obligation. In the event ADVERTISER fails to furnish creative material appropriate for air, as determined by STATION, and after request fails to furnish appropriate satisfactory substitution, STATION may, at its option, schedule promotional or public service type announcements in place of ADVERTISER regularly scheduled commercial material with identification of ADVERTISER. No such action on the part of STATION under this paragraph shall relieve ADVERTISER of its obligation to make payments for all charges as provided hereon.

Liability and Indemnification - Except for damages arising out of the gross negligence of willful misconduct of either party hereto, no party shall be liable to the other party or its affiliates, officers, directors, successors or assigns for any incidental, consequential, special or punitive damages or lost profits arising out of this Contract. ADVERTISER will indemnify and hold harmless STATION from any liability arising from or based on the content of ADVERTISER'S advertising material, including attorneys fees for the defense of any such claims against STATION.

Miscellaneous - This Contract and the schedule hereon constitute the entire Contract and understanding of the parties relating to the subject matter hereof and supersede all prior and contemporaneous agreements, negotiations, contracts and understandings between the parties, both oral and written. The terms of this Contract shall apply to parties hereto and any of their successors or assigns.

Representations and Warranties – STATION and ADVERTISER each represent and warrant that this Contract has been duly authorized, executed and delivered by such party and that this Contract constitutes the legal, valid and binding obligations of such party, enforceable against it in accordance with its terms. Furthermore, in the event of legal action, ADVERTISER shall be liable for any costs incurred by Station to enforce its rights hereunder including reasonable attorney fees.

Governing Law and Jurisdiction - This Agreement shall be governed by and construed under the laws of the STATION'S State applicable to contracts fully performed in that State. The parties hereto irrevocably consent to and submit to the jurisdiction of the Federal and appropriate State Courts. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding relating to this Contract. STATION'S obligations hereunder are subject to applicable Federal, State and Local laws and regulations.

Confidentiality – Neither party is authorized to share details of this Contract, including specific advertising rates, without express written consent of the other party.

Nondiscrimination Policy - STATION does not discriminate in advertising contracts on the basis of race, ethnicity or gender. Any provision in any order or contract for advertising that purports to discriminate on the basis of race, ethnicity or gender, even if handwritten, typed or otherwise made a part of a particular contract, is hereby rejected.