

Order Header

Start Date: 11/2

AE:

Hansel Dayton

Acct Type 2:

polit cand. agy

Advertiser:

Dabbie Lushman

Agency Name:

Ohlman group

Station:

WUHH

Is this a Digital Contract? Yes Or No

Date:

11/2/11

What is the Digital Spot Type:

Contract Number:

2673412

Production Paper Turned In Yes Or No

Is This Is A REVISION?

YES

☒

NO

☐

Comments:

Current Buy:

Dollars

Share

WRGT

WKEF

myTV

WHIO

WDTN

WBDT

Cable

added
2675
(2273.75 net)

Last Year Buy:

Dollars

Share

WRGT

WKEF

myTV

WHIO

WDTN

WBDT

Cable

Is this a Co-op Contract?

Yes

Or

No

EC2WAY?

Has it been IMPORTED?

Is this a New Advertiser?

Yes

Or

No

What is the advertiser number?

HAS TRAFFIC/COPY BEEN TURNED IN?

WHEN CAN WE EXPECT TRAFFIC?

Billing Method?

Standard/Broadcast

☐

Calendar

☐

Weekly

☐

Is this advertiser CIA?

Check in House?

CC Form filled out?

If so, how often should the S.A.'s enter/release lines?

Notes:

Date:

SM:

Date:

DOS:

Date:

Entered By:

Date:

Checked By:

Client: Commissioner Debbie Lieberman
 Brand: Deblie
 Product: Re-election
 Campaign: Re-Elect Debbie Lieberman

Station Order

THE OHLMANN GROUP, INC.
 1605 North Main St.
 Dayton, OH 45405
 (937) 278-0681

Estimate No.: 9981
 Job No.: REDEBL

Rev #: 7
 Flight From: 10/24/2016 to 11/08/2016

Buyer Name: Linda Kahn
 Sweeps: Share May 2016 -> HUT/PUT Nov 15

Market: DAYTON
 Station: WKEF
 Station Contact: Tina Rezash
 Station Phone: (937) 263-4500

Item#	Days/ Times	DP/ Len	Program Title/ Comml Tag	Station Gross Rate/ Total	Oct 24	Oct 31	Nov 07	Total Spots	DMA W 35+ (R)
1	----S- 08:00A-09:00A	WE 30	GMA SATURDAY	\$90.00 \$180.00	1	1	.	2	0.9 \$100.00
	Comment: CORRECTING RATE								
2	-----Su 08:00A-09:00A	WE 30	GMA SUNDAY	\$90.00 \$270.00	1	2	<i>add 1.</i>	3	1.3 \$69.23
	Comment: 1X 11/6 ADDED								
3	MTWRF-- 07:00A-09:00A	EM 30	GMA	\$200.00 \$1,000.00	.	4	1	5	2.2 \$90.91
	Comment: 1X WK 10/31 CANCELLED								
4	MTWR--- 06:00P-06:30P	EN 30	NEWS 22	\$130.00 \$520.00	.	3	1	4	1.8 \$72.22
	Comment: CORRECTING RATE								
5	MTWRF-- 04:30A-05:00A	EM 30	NEWS 22	\$30.00 \$30.00	.	1	.	1	0.6 \$50.00
	Comment: 1X WK 10/31 ADDED								
6	-----Su 10:30A-11:30A	WE 30	G STEPHANOPOUL	<i>3</i> \$65.00 \$65.00	.	1	.	1	1.6 \$40.63
	Comment: 1X 11/6 ADDED								
7	-----Su 06:00P-06:30P	EN 30	NEWS 22	<i>3</i> \$140.00 \$140.00	.	1	.	1	2.5 \$56.00
	Comment: 1X 11/6 ADDED								
8	--W---- 08:05P-10:55P	PT 30	CMA AWARDS	<i>5</i> \$910.00 \$910.00	.	1	.	1	15.0 \$60.67
	Comment: 1X 11/2 ADDED								
9	M----- 08:00P-10:00P	PT 30	DWTS	<i>3</i> \$1,330.00 \$1,330.00	.	.	1	1	10.4 \$127.88
	Comment: 1X 11/7 ADDED								
10	M----- 11:00P-11:30P	LN 30	NEWS 22	<i>4</i> \$140.00 \$140.00	.	.	1	1	1.7 \$82.35
	Comment: 1X 11/7 ADDED								
				\$4,585.00	2	14	4	20	

2.2 16.1
 37.4

Monthly Totals

Month	Spots	GRP/GRIs	Station Gross Dollars	Station Gross CPP/CPM
Oct	2	2.2	\$180.00	\$81.82
Nov	18	53.5	\$4,405.00	\$82.34
	20	55.7	\$4,585.00	\$82.32

90
05
140
910
1330
140
added 26.75
Net 22 B.75 ✓

Advertiser: Commissioner Debbie Lieberman
Campaign: Re-Elect Debbie Lieberman

Station Order
DAYTON - TV

Station: WKEF

Monthly Totals				
Month	Spots	GRP/GRIs	Station Gross Dollars	Station Gross CPP/CPM

Comments

Station Remarks:

FLIGHT DATES: 10/29, 10/30, WEEK 10/31, WEEK 11/7, SPOTS END AT 9AM ON
TUESDAY 11/8

Campaign Remarks:

This order constitutes our understanding of this agreement. Your invoice must agree with this order in rate, insertion date, spot length(s), time cut-off, size, etc. The Ohlmann Group does not allow program time adjacencies; spots on this contract must fall within actual program. Minimum separation of 30 minutes is required on all spots, no exceptions, please watch programs and adjacent time periods.

Unauthorized changes will be neither accepted nor paid for. So please check this order carefully to insure that this order is in conformance with your understanding. In placing this order The Ohlmann Group, Inc., acts solely as agent for its named client and assumes no liability for the payment of these charges. The client is solely liable to the media or supplier.

The Ohlmann Group, Inc., does not permit passive streaming of our clients commercials over the web under any circumstances without the Agency's written prior approval.

The Ohlmann Group requires electronic invoices for all clients. You may submit a hard copy invoice as a backup should your station protocol require this. IF you need additional information on how to supply electronic invoices, you must contact your Ohlmann Group Media Buyer immediately.

By: _____

Lieberman

Tina Rezash

Tue 11/1/2016 5:27 PM

To: Jennifer Clarren <jclarren@sbgvtv.com>;

Importance: High

Please put in Ad Connections for Deb Lieberman

CMA Awards \$910 Section 4 ✓

Sunday GMA \$90 Section 3

Sunday George S \$65 Section 3 ✓

Sunday 6pm News \$140 Section 3 ✓

Sunday \$140 Section 3 ✓

Monday 11/7 Dancing with the Stars \$1330 Section 3 ✓

PLEASE check all my rates!!!!

Once we put this in ad connections, they will send a heavy up order! Thank you!!!

Tina Rezash | Director of Sales



2245 Corporate Place, Miamisburg, OH 45342

Tel: 937.262.1911 | Cell: 937.416.1458 (NEW)



compulse
INTEGRATED MARKETING

SinclairDigital

CONDITIONS – SPOT ADVERTISING

The person, firm or corporation (hereinafter called the "Agency") contracting for television 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 television 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".

1. 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) 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.

(e) 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.

2. CANCELLATION ON NOTICE

Unless stated on the face of the contract, (a) contracts of two (2) consecutive weeks or less are not cancellable, and (b) longer contracts are subject to cancellation upon two (2) weeks prior written notice, but no such cancellation shall be effective until two (2) telecast weeks have run.

3. 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.

4. FAILURE TO TELECAST

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, there is an interruption or omission of any commercial announcement contracted to be telecast hereunder, the Station may suggest a substitute time period for the broadcast of the interrupted or omitted commercial announcement. If no such substitute time period or makegood is acceptable to the Agency, the Station shall allow the Agency 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.

5. 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 material 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 preempted commercial announcement(s).

6. 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.

7. 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 unsatisfactory, 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 and

charge Agency for the time.

(d) The Station has the right to reject any commercial material 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 and charge Agency for the time.

(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 (i) is closed captioned, if required by FCC regulations and in accordance with FCC requirements, (ii) complies with all applicable federal, state and local regulations and policies, and (iii) does not violate the rights of any third party.

8. 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 under a blanket performance license. The Agency and Advertiser, jointly and severally, agree to hold and save the Station harmless against all liability resulting from Agency's breach of this contract, and the broadcast of (y) commercial material or program material furnished by the Agency or Advertiser, including commercial limits within FCC guidelines, and (z) the inclusion of musical compositions for which Agency or Advertiser did not have the appropriate music licenses, including synchronization and master licenses or which is not licensed for broadcasting by a music licensing organization of which the Station is a licensee under a blanket performance license.

9. GENERAL

(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 makes no warranty, guarantee or representation about (i) the Station, (ii) the Station's programming, (iii) other commercial spots on the Station and the placement of Agency's spots in relation thereto, and (iv) whether there will be any result or return from any commercial announcement or other advertising contracted hereunder.

(d) The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss of or damage to material furnished to Station.

(e) 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.

(f) 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.

(g) 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.

(h) 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 contract, or (ii) continuing under the contract with the conditions unchanged.

(i) The Agency must notify the Station in writing of any claims or disputes regarding television time within ninety (90) days of the date of broadcast; any claims or disputes not raised during said time period will be deemed waived. In no event shall the Station be liable for any indirect, consequential, special, incidental or punitive damages, including, without limitation, any lost profits of any kind, arising out of or relating to this contract. In the event of a breach or alleged breach by the Station, any liability on the part of the Station shall be limited to the amount received by the Station under this contract, or, if less, the amount of money assigned and actually received by the Station with respect to the commercial announcement(s) subject to any controversy.

(j) 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.