CONTRACT



And:

Del Ray Media 1427 Leslie Ave Ste 106 Alexandria, VA 22301 US

	Contract / Revision		Alt Order #
	340065 /		WOC12725418
Advertiser		Or	iginal Date / Revision
America First Action Inc.		1	10/05/20 / 10/26/20
Contract Dates	Estimate #		
10/28/20 - 11/03/20	380101		
Product	•		•
ISSUE			

Billing Cycle	Billing Cale	endar	Cash/Trade
EOM/EOC	Broadcast		Cash
Property	Account Ex	xecutive	Sales Office
KYW-TV	Nicole Elie		CTS-POL
Special Hand	ling		
Demographic			
Adults 35+			
Agy Code	Advertiser	Code	Product 1/2
TV18354	AMFAI		ORDR
Agency Ref		Advertiser	Ref
105183		509019	

		Start/End		Spots/				
*Line Ch Start Date End Da	ate Description	Time	Days Leng	gth Week	Rate PCode	TypeS	pots	Amount
N 1 KYW 10/28/20 11/03/20	0 Let's Make a Deal	958a-11a		:30	ISS	NM	10	\$8,500.00
Start Date End Date			ate ate					
Week: 10/26/20 11/01/20 Week: 11/02/20 11/08/20	222 22	6 \$850 4 \$850						
		· ·						
N 2 KYW 10/28/20 11/02/20 Start Date End Date	•	1058a-12n s/Week R	ate	:30	ISS	NM	4	\$6,000.00
Week: 10/26/20	111	3 \$1,500						
Week: 11/02/20 11/08/20	1	1 \$1,500	.00			Ī		
N 3 KYW 10/28/20 11/02/20	0 Eyewitness News	12n 1158a-1230p		:30	ISS	NM	8	\$10,000.00
Start Date End Date			ate			I		
Week: 10/26/20 11/01/20	222	6 \$1,250						
Week: 11/02/20 11/08/20	2	2 \$1,250						
N 4 KYW 10/28/20 11/02/20	•			:30	ISS	NM	4	\$6,000.00
<u>Start Date</u> <u>End Date</u> Week: 10/26/20 <u>11/01/20</u>	Weekdays Spot	<u>s/Week</u> <u>R</u> 3 \$1,500	ate .00					
Week: 11/02/20 11/08/20	1	1 \$1,500						
N 5 KYW 10/28/20 11/02/20	0 The Bold & The Be	eauti128p-2p		:30	ISS	NM	4	\$7,000.00
Start Date End Date	Weekdays Spot	s/Week R	<u>ate</u>			į		. ,
Week: 10/26/20 11/01/20	111	3 \$1,750						
Week: 11/02/20 11/08/20	1	1 \$1,750						
N 6 KYW 10/28/20 11/02/20		158p-3p		:30	ISS	NM	8	\$6,000.00
Start Date End Date Week: 10/26/20 11/01/20	Weekdays Spot	<u>s/Week</u> <u>R</u> 6 \$750	ate 00					
Week: 11/02/20 11/08/20	2	2 \$750						
N 7 KYW 10/28/20 11/02/20	0 M-F 3p-4p	258p-4p		:30	ISS	NM	10	\$9,000.00
Start Date End Date			ate	.00	100		.0	φο,σσσ.σσ
Week: 10/26/20 11/01/20	323	8 \$900						
Week: 11/02/20 11/08/20	2	2 \$900	.00					
N 8 KYW 10/28/20 11/02/20		430:4:30 AM-4:59 A		:30	ISS	NM	3	\$1,050.00
<u>Start Date</u> <u>End Date</u> Week: 10/26/20 11/01/20	Weekdays Spot		ate 00					
Week: 10/26/20 11/01/20 Week: 11/02/20 11/08/20	1	2 \$350 1 \$350						
VVCCR. 11/02/20 11/08/20	1	1 \$330	.00					



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Advertiser Original Date / Revision 10/05/20 / 10/26/20 America First Action Inc.

Estimate # **Contract Dates** Product ISSUE 10/28/20 - 11/03/20 380101

		Start/Er	nd	Spots/				
*Line Ch Start Date	End Date Descriptio	n Time	Day	•	Rate PCode	TypeS	pots	Amount
N 9 KYW 10/28/20	<u> </u>			:30	ISS	NM I	10	\$6,000.00
Start Date End	Date Weekdays	Spots/Week	Rate					, -,
	01/20 222	6	\$600.00					
Week: 11/02/20 11/0	08/20 22	4	\$600.00					
		News @ 6557a-7a	_	:30	ISS	NM	12	\$9,000.00
	Date Weekdays 323	Spots/Week	Rate					
)1/20 323)8/20 22	8 4	\$750.00 \$750.00					
			Ψ130.00	-20	100	NINA	4.5	\$40,500,00
	11/03/20 CBS This M Date Weekdays	forning 658a-9a Spots/Week	Rate	:30	ISS	NM	15	\$13,500.00
)1/20 333	9	\$900.00					
Week: 11/02/20 11/0	08/20 33	6	\$900.00					
N 12 KYW 10/28/20	10/31/20 Eyewitness	News Sa (558a-7a		:30	ISS	NM	2	\$1,500.00
Start Date End	l Date Weekdays	Spots/Week	Rate					, ,
Week: 10/26/20 11/0)1/202-	2	\$750.00					
N 13 KYW 10/28/20		Morning Satı657a-9a		:30	ISS	NM	2	\$1,800.00
	Date Weekdays	Spots/Week	Rate					
)1/202-	2	\$900.00					
	,	News Su (558a-7a	5.	:30	ISS	NM	2	\$1,300.00
	Date Weekdays	Spots/Week 2	Rate \$650.00					
			ψ000.00	-20	100	NINA	0	£4.000.00
	11/01/20 Eyewitness Date Weekdays	News Su (658a-8a Spots/Week	Rate	:30	ISS	NM	2	\$1,600.00
	01/202	2	\$800.00					
N 16 KYW 10/28/20	11/01/20 CBS Sunda	ay Morning 858a-10	-	:30	ISS	NM	2	\$6,500.00
	Date Weekdays	Spots/Week	Rate	.00	100		_	ψο,σσσ.σσ
Week: 10/26/20 11/0	01/202	2	\$3,25 <u>0.00</u>					
N 17 KYW 10/28/20	11/01/20 Face The N	lation 1028a-1	130a	:30	ISS	NM	1	\$1,200.00
	Date Weekdays	Spots/Week	Rate					
	01/201		\$1,200.00					
		News @ 4358p-5		:30	ISS	NM	12	\$9,600.00
	Date Weekdays 333	Spots/Week	Rate \$800.00					
	08/20 3	3	\$800.00			-		
	11/02/20 Eyewitness		Ψοσο.σο	:30	ISS	NM	12	\$15,000.00
	Date Weekdays	Spots/Week	Rate	.30	133	INIVI	12	\$15,000.00
	01/20 333		\$1,25 <u>0.00</u>					
Week: 11/02/20 11/0	08/20 3	3	\$1,250.00					
N 20 KYW 10/28/20	11/02/20 Eyewitness	News @ 6558p-63	0p	:30	ISS	NM	12	\$18,000.00
Start Date End	Date Weekdays	Spots/Week	Rate					
	01/20 333		\$1,500.00					
	08/20 3		\$1,500.00					
	10/28/20 CBS Evenir		D-1	:30	ISS	NM	1	\$2,850.00
	Date Weekdays 1	Spots/Week 1	Rate \$2,850.00					
				.20	100	NINA	4	#000 00
	10/31/20 Eyewitness I Date Weekdays	News Sa 6558p-630 Spots/Week	υρ Rate	:30	ISS	NM	1	\$800.00
	01/202-	2	\$800.00					
Spot Ch Date Ra	nge Description	<u>1</u>	Start/End Time	Weekdays Length	n Rate	Type		
	0-11/01/20 Eyewitness	s News Sa 6p	558p-630p	Sa :30	9 800.00	NM		
Credited								
						_		

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

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Advertiser Original Date / Revision 10/05/20 / 10/26/20 America First Action Inc.

Estimate # **Contract Dates** Product ISSUE 10/28/20 - 11/03/20 380101

*Line Ch Start Data End Data Description	Start/End Time Da	Spots/ ys Length Week	Poto DCodo	Tuno C	noto	Amount
*Line Ch Start Date End Date Description	- 54		Rate PCode	TypeS	•	Amount
N 23 KYW 10/28/20 11/02/20 The Late Late Sho Start Date End Date Weekdays Spo		:30	ISS	NM	8	\$4,800.00
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spo</u> Week: 10/26/20 11/01/20 222	ts/Week Rate 6 \$600.00					
Week: 11/02/20 11/08/20 2	2 \$600.00					
N 24 KYW 10/28/20 11/02/20 The Late Show	1135p-1237x	:30	ISS	NM	7	\$9,800.00
	ots/Week Rate	.30	133	INIVI	,	\$9,000.00
Week: 10/26/20 11/01/20 333	9 \$1,400.00					
Spot Ch Date Range Description	Start/End Time	Weekdays Length	Rate	Type		
2 KYW 10/26/20-11/01/20 The Late Show	1135p-1237x	WThF :30		NM		
Credited	•					
3 KYW 10/26/20-11/01/20 The Late Show	1135p-1237x	WThF :30	\$1,400.00	NM		
Credited						
5 KYW 10/26/20-11/01/20 The Late Show	1135p-1237x	WThF :30	\$1,400.00	NM		
Credited		umi n				
8 KYW 10/26/20-11/01/20 The Late Show	1135p-1237x	WThF :30	\$1,400.00	NM		
Credited Week: 11/02/20 11/08/20 3	3 \$1,400.00					
Spot Ch Date Range Description	Start/End Time	Weekdays Length	Pata	Typo		
11 KYW 11/02/20-11/08/20 The Late Show	1135p-1237x	. <u>Weekdays</u> <u>Length</u> M::30		<u>Type</u> NM		
Credited	1130p-1237X		ψ1,400.00	14171		
N 25 KYW 10/28/20 11/02/20 Late News Rotato	r M (11n 1125n	:30	ISS	NM	10	\$25,000.00
	ts/Week Rate	.50	100	INIVI	10	\$25,000.00
Week: 10/26/20 11/01/20 2222-	8 \$2,50 <u>0.00</u>					
Week: 11/02/20 11/08/20 2	2 \$2,500.00			i		
N 26 KYW 10/28/20 11/02/20 Prime Access M-F		:30	ISS	NM	8	\$12,000.00
	ts/Week Rate	.00	.00		Ü	Ψ12,000.00
Week: 10/26/20 11/01/20 222	6 \$1,50 0.00					
Week: 11/02/20 11/08/20 2	2 \$1,500.00					
N 27 KYW 10/28/20 11/02/20 Prime Access M-F	- 1b 727p-8p	:30	ISS	NM	8	\$12,000.00
	ts/Week Rate					
Week: 10/26/20 11/01/20 222	6 \$1,500.00					
Week: 11/02/20 11/08/20 2	2 \$1,500.00					
N 28 KYW 10/28/20 10/31/20 Prime Access Sa	658p-8p	:30	ISS	NM	2	\$2,000.00
	ts/Week Rate					
Week: 10/26/20 11/01/202-	2 \$1,000.00					
N 29 KYW 11/02/20 11/02/20 Monday Prime Hr		:30	ISS	NM	1	\$7,000.00
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spo</u> Week: 11/02/20 11/08/20 1	<u>hts/Week</u> <u>Rate</u> 1 \$7,000.00					
						_
N 30 KYW 11/02/20 11/02/20 Monday Prime Hr		:30	ISS	NM	1	\$7,500.00
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spo</u> Week: 11/02/20 11/08/20 1	<u>sts/Week</u> <u>Rate</u> 1 \$7,500.00					
			100	217.4		0.40 ,000,00
N 31 KYW 11/02/20 11/02/20 Monday Prime Hr		:30	ISS	NM	2	\$13,000.00
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spo</u> Week: 11/02/20 <u>11/08/20</u> <u>2</u>	<u>sts/Week</u> <u>Rate</u> 2 \$6,500.00			1		
		.20	100	NINA	2	¢20,000,00
•	e Hr 1758p-9p hts/Week Rate	:30	ISS	NM	2	\$20,000.00
Week: 10/26/20 11/01/202	2 \$10,000.00			1		
N 33 KYW 10/28/20 10/28/20 Wednesday Prime	· · ·	:30	ISS	NM	2	\$15,000.00
•	ts/Week Rate	.50	100	IAIAI	2	ψ13,000.00
Week: 10/26/20 11/01/20 2	2 \$7,500.00			1		
N 34 KYW 10/28/20 10/28/20 Wednesday Prime	e Hr (958p-11p	:30	ISS	NM	2	\$10,000.00
	I	-			_	,

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*Line Ch Start Date End Date Description	Start/End Time Days	Spots/ s Length Week	Rate PCode	Type Spots	Amount
	Week Rate 2 \$5,000.00				
N 35 KYW 10/28/20 10/29/20 Thursday Prime Hr	1 758p-9p / <u>Week Rate</u> 1 \$9,000.00	:30	ISS	NM 1	\$9,000.00
	2 858p-10p <u>/Week Rate</u> 1 \$10,000.00	:30	ISS	NM 1	\$10,000.00
	3 958p-11p <u>/Week Rate</u> 2 \$5,000.00	:30	ISS	NM 0	\$0.00
Spot Ch Date Range Description 1 KYW 10/26/20-11/01/20 Thursday Prime Hr Credited	3 Start/End Time 958p-11p	Weekdays Length :30	<u>Rate</u> \$5,000.00	<u>Type</u> <i>NM</i>	
2 KYW 10/26/20-11/01/20 Thursday Prime Hr Credited	3 958p-11p	Th :30	\$5,000.00	NM	
	758p-9p / <u>Week</u> <u>Rate</u> 2 \$6,000,00	:30	ISS	NM 0	\$0.00
Spot Ch Date Range Description 1 KYW 10/26/20-11/01/20 Friday Prime Hr 1 Credited	Start/End Time 758p-9p	<u>Weekdays</u> <u>Length</u> :30	<u>Rate</u> \$6,000.00	<u>Type</u> <i>NM</i>	
2 KYW 10/26/20-11/01/20 Friday Prime Hr 1 Credited	758p-9p	F :30	\$6,000.00	NM	
	858p-10p <u>/Week Rate</u> 2 \$7,500.00	:30	ISS	NM 0	\$0.00
Spot Ch Date Range Description 1 KYW 10/26/20-11/01/20 Friday Prime Hr 2 Credited	Start/End Time 858p-10p	Weekdays Length :30	<u>Rate</u> \$7,500.00	<u>Type</u> <i>NM</i>	
2 KYW 10/26/20-11/01/20 Friday Prime Hr 2 Credited	858p-10p	F :30	\$7,500.00	NM	
	958p-11p <u>/Week Rate</u> 2 \$8,500.00	:30	ISS	NM 0	\$0.00
Spot Ch Date Range Description 1 KYW 10/26/20-11/01/20 Friday Prime Hr 3 Credited	Start/End Time 958p-11p	Weekdays Length :30	<u>Rate</u> \$8,500.00	<u>Type</u> <i>NM</i>	
2 KYW 10/26/20-11/01/20 Friday Prime Hr 3 Credited	958p-11p	F :30	\$8,500.00	NM	
	2 858p-10p <u>/Week Rate</u> 2 \$3,000.00	:30	ISS	NM 0	\$0.00
Spot Ch Date Range Description 1 KYW 10/26/20-11/01/20 Saturday Prime Hr Credited	Start/End Time 858p-10p	Weekdays Length :30	Rate \$3,000.00	<u>Type</u> <i>NM</i>	
2 KYW 10/26/20-11/01/20 Saturday Prime Hr Credited	2 858p-10p	Sa :30	\$3,000.00	NM	
 	3 958p-11p /Week Rate 2 \$3,500.00	:30	ISS	NM 0	\$0.00

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Adverti America First Action Inc. 10/05/20 10/26/20

Estimate # **Contract Dates** Product ISSUE 380101 10/28/20 - 11/03/20

	Start/End	Spots/			
*Line Ch Start Date End Date Description	Time Days	Length Week	Rate PCode	Type Spots	Amount
Spot Ch Date Range Description 1 KYW 10/26/20-11/01/20 Saturday Prime H	Rate Start/End Time 958p-11p	Weekdays Length :30	Rate \$3,500.00	Type NM	
Credited 2 KYW 10/26/20-11/01/20 Saturday Prime H Credited	lr 3 958p-11p	Sa :30	\$3,500.00	NM	
N 43 KYW 10/28/20 11/01/20 Sunday Prime Oth Start Date End Date Weekdays Spot Week: 10/26/20 11/01/20 2	er 658p-1130p ss/Week <u>Rate</u> 2 \$8,000.00	:30	ISS	NM 2	\$16,000.00
N 44 KYW 10/28/20 11/01/20 NFL CBS Game 1 Start Date End Date Weekdays Spot Week: 10/26/20 11/01/20 2	1:00 PM-4:00 PM ss/Week Rate 2 \$15,000.00	:30	ISS	NM 2	\$30,000.00
N 45 KYW 10/28/20 11/01/20 Wednesday Prime	Hr 1758p-9p	:30	ISS	NM 1	\$30,000.00
MG <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spot</u> Week: 10/26/20 11/01/20 1	<u>ss/Week</u> <u>Rate</u> 1 \$30,000.00				
N 46 KYW 10/28/20 11/01/20 Wednesday Prime	Oth758p-11p	:30	ISS	NM 1	\$35,000.00
MG Start Date End Date Weekdays Spot Week: 10/26/20 11/01/20 1	<u>rs/Week</u> <u>Rate</u> 1 \$35,000.00				
N 47 KYW 10/28/20 11/01/20 NCAA Football Ga	me Various	:30	ISS	NM 1	\$10,000.00
MG Start Date Week: 10/26/20 Medical Spot Spot Spot Spot Spot Spot Spot Spot	<u>rs/Week</u> <u>Rate</u> 1 \$10,000.00				
N 48 KYW 10/28/20 11/01/20 NFL CBS Game 1	1p-430p	:30	ISS	NM 1	\$40,000.00
MG Start Date End Date Weekdays Spot Week: 10/26/20 11/01/20 1	<u>ss/Week</u> <u>Rate</u> 1 \$40,000.00				

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
10/26/20 -11/03/20	200	\$460,300.00	(\$69,045.00)	\$391,255.00
Totals	200	\$460,300.00	(\$69,045.00)	\$391,255.00

Totals

Signature:		Date:	
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200

\$460,300.00

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.