

CONTRACT



KMVU-TV
820 Crater Lake Ave Ste 105
Medford, OR 97504
(541) 772-2600

<u>Contract / Revision</u> 46730 /		<u>Alt Order #</u> 10780076
<u>Advertiser</u> Friends of Tobias Read		<u>Original Date / Revision</u> 05/14/24 / 05/14/24
<u>Contract Dates</u> 05/14/24 - 05/21/24	<u>Estimate #</u>	
<u>Product</u> TOBIAS READ SECRETAR		
<u>Billing Cycle</u> EOM/EOC	<u>Billing Calendar</u> Broadcast	<u>Cash/Trade</u> Cash
<u>Property</u> KMVU	<u>Account Executive</u> Jalissa Stevens	<u>Sales Office</u> Cox-DC/Philli
<u>Special Handling</u>		
<u>Demographic</u> Households		
<u>Agency Ref</u>	<u>Advertiser Ref</u>	<u>Product 1/2</u>

And:

Thematic Campaigns
405 w SUPERIOR STREET
CHICAGO, IL 60654

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
N 1	KMVU	05/14/24	05/20/24	6:30p-7p M-F	6:30p-7p M-F		:30			NM	4	\$60.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		05/14/24	05/20/24	MTWTF--				4	\$15.00			
N 2	KMVU	05/15/24	05/15/24	Wednesday Fox Prime	8p-10p		:30			NM	1	\$125.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		05/15/24	05/21/24	--1----				1	\$125.00			
N 3	KMVU	05/14/24	05/17/24	10p-10:30p M-F	10p-10:30p M-F		:30			NM	2	\$20.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		05/14/24	05/20/24	-TWTF--				2	\$10.00			
Totals											7	\$205.00

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
04/29/24 -05/20/24	7	\$205.00	(\$30.75)	\$174.25
Totals	7	\$205.00	(\$30.75)	\$174.25

Signature: _____ **Date:** _____

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

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. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Two week advance cancellation notice is required unless otherwise specified. *Imagicomm Medford, LLC, Imagicomm Medford Operations, LLC, KMVU, METV, KFBI & KMVC do not discriminate on the basis of race or ethnicity in the sale of any advertising on any medium, including broadcast or digital, and will accept no advertising from any advertiser for placement which illegally discriminates on the basis of race or ethnicity. Licensee will reject any advertising order with the intent to violate this policy."

TERMS and CONDITIONS

The parties acknowledge and agree that the following terms and conditions shall constitute the terms and conditions of the agreement between the parties, "Contract" for the broadcast advertising services, production services or other related services to be provided to the Advertiser by Broadcasting Communications, LLC; DBA KMVU-DT, KMVU-TV, FOX 26 "Station". These terms and conditions shall apply to each and every subsequent "Order" or "Contract" for products or services from Station unless amended in writing by Station.

1. The ordered time period, date, and rate for the time purchased by the Advertiser shall be stated on either an "Order" or "Contract" form. Advertiser will be provided a copy of the "Order" or "Contract" form. Advertiser agrees to review the "Order" or "Contract" document and notify Station immediately of any discrepancies between what the Advertiser ordered and what the confirmation documents state. Any form of electronic confirmation of an order shall be considered the same as receiving the "Order" or "Contract" form.
2. Payment for products or services ordered by the Advertiser must be received by Station no more than 30 days after the date of the invoice for said services, except Station reserves the right to require payment in advance from Advertiser. If payment is not received by the payment due date, Advertiser agrees that Station, at Station's sole discretion, may charge Advertiser interest on any past due amounts at the rate of 1.5% per month. If Advertiser becomes delinquent and Station finds it necessary to execute collection procedures for payments due Station from Advertiser, Advertiser agrees to pay all costs, including processing and filing fees, attorney fees, collection agency fees (including the reimbursement of any fees charged by the collection agency in conjunction with securing payment which may consist of a fee equal to or greater than 50% of the amount collected), court fees, and any other fees associated with the recovery of the payment(s) due Station.
3. This Contract is between Station and Advertiser, on whose behalf the advertising and services is made, whether placed by Advertiser or an Agency for Advertiser, and Advertiser shall be liable for all payments to be made for services provided by Station. Station agrees to accept payments from Agency on behalf of the Advertiser. Any acceptance of payments from Agency shall not relieve Advertiser from liability for any unpaid amounts by Agency. A condition of acceptance by Station of orders placed by an Agency on Advertiser's behalf is that both Agency and Advertiser shall remain jointly and severally liable for payment and performance of Advertiser's obligations to Station hereunder.
4. In performing the Services, Station shall use reasonable efforts to broadcast each advertisement at its scheduled time. Station reserves the right to preempt any of Advertiser's commercials for any reason. In the event an Advertiser's commercial (spot) is preempted Station will do its best efforts to offer to Advertiser an alternative placement "Make Good" for the preempted spot. If no replacement is found the spot will be credited.
5. Station will make its best efforts to separate Advertiser's advertisement from competing advertisers; however, such separation is not guaranteed.
6. Station reserves the right to reject any commercial supplied by Advertiser or Agency for any reason.
7. Advertiser shall at its sole cost and expense supply Station all commercial advertisements by the deadline as specified by Station. If Advertiser or Agency fails to provide the advertisements by the specified deadline Station at its sole discretion may charge Advertiser for the reserved time period that was ordered even though Advertiser's commercial did not air.
8. Any changes to an existing order and specific traffic instructions must be in writing. Once an order is placed and confirmed, the order and each component of the order is considered firm and may or may not be cancellable depending on specific terms. Unless otherwise agreed to in writing to the contrary a minimum of two weeks notice is required to cancel an order. Long term Orders/Contracts and other special packages maybe subject to a short rate or penalty if cancelled before expiration of the contract or agreement. Broadcasting Communications, LLC; DBA KMVU-DT, KMVU-TV, FOX 26 does 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/Agency represents and warrants that it is not purchasing advertising time from Station that is intended to discriminate on the basis of race, ethnicity or gender.