



WFXR
201 Humboldt St
Rochester, NY 14610

Strategic Media Placement
7669 Siegers Loop
Delaware, OH 43015

Contract # 1210401
Schedule Dates 10/22/15-10/28/15
Advertiser Nancy Dye/SD 21/Republican/Virginia (75364)
Agency Strategic Media Placement (10336)
Product Political - State Senate (1074)
Brand DYE/ST.D/R (464152)
Salesperson Katz - Washington DC, Washington DC (1179)
Sales Office Katz - Washington DC
Buyer Name FRANKLIN,SCOTT
Phone/Fax /
CPE N/A
Account Types National/Political
Billing Type Standard
Comments DYE/ST.D/R

Date Entered 10/20/15
Last Modified 10/20/15
Entered By Gloria Fischer
CO-OP No
Headline # ECR25017652
Demo A35+
Order Type Normal
Package Deal
Commission % 15.00
Commission \$1,557.00
Net Total \$8,823.00
Sales Tax

By Broadcast Month	Spots	Rate
Oct. 2015	27	\$6,580.00
Nov. 2015	19	\$3,800.00
Grand Total:	46	\$10,380.00

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	10/25/15-10/25/15	4	:30	9A-10A (EST)	2							X	2	\$100.00	\$200.00	Roanoke VA (WFXR)	FOX NEWS SUNDAY	10/20/15
2.0	Normal Line / SPOT	10/22/15-10/23/15	4	:30	4P-4:30P (EST)	2			X	X				2	\$50.00	\$100.00	Roanoke VA (WFXR)	JUDY	10/20/15
3.0	Normal Line / SPOT	10/22/15-10/23/15	4	:30	4:30P-5P (EST)	2			X	X				2	\$50.00	\$100.00	Roanoke VA (WFXR)	JUDY	10/20/15
4.0	Normal Line / SPOT	10/22/15-10/23/15	4	:30	5P-5:30P (EST)	2			X	X				2	\$75.00	\$150.00	Roanoke VA (WFXR)	JUDY	10/20/15
5.0	Normal Line / SPOT	10/22/15-10/23/15	4	:30	5:30P-6P (EST)	2			X	X				2	\$75.00	\$150.00	Roanoke VA (WFXR)	JUDY	10/20/15
6.0	Normal Line / SPOT	10/22/15-10/23/15	4	:30	7P-7:30P (EST)	2			X	X				2	\$200.00	\$400.00	Roanoke VA (WFXR)	BIG BANG	10/20/15
7.0	Normal Line / SPOT	10/22/15-10/23/15	4	:30	7:30P-8P (EST)	2			X	X				2	\$200.00	\$400.00	Roanoke VA (WFXR)	BIG BANG	10/20/15
8.0	Normal Line / SPOT	10/22/15-10/23/15	4	:30	6P-6:30P (EST)	1			X	X				1	\$80.00	\$80.00	Roanoke VA (WFXR)	2 BROKE	10/20/15
9.0	Normal Line / SPOT	10/22/15-10/23/15	4	:30	10P-10:30P (EST)	2			X	X				2	\$250.00	\$500.00	Roanoke VA (WFXR)	NEWS OK TO RUN LATE	10/20/15
10.0	Normal Line / SPOT	10/22/15-10/23/15	4	:30	10:30P-11P (EST)	2			X	X				2	\$200.00	\$400.00	Roanoke VA (WFXR)	NEWS	10/20/15
11.0	Normal Line / SPOT	10/24/15-10/24/15	4	:30	10P-10:30P (EST)	1					X			1	\$150.00	\$150.00	Roanoke VA (WFXR)	NEWS OK TO RUN LATE	10/20/15
11.0.1	Preempt	10/24/15															Roanoke VA (WFXR)	Program Change/Exception	

CONFIRMATION CONTRACT

Accepted-Agency/Advertiser:	Date:	Accepted-Station:	Date:	Comments:
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Strategic Media Placement
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Contract # 1210401
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 Advertiser: Nancy Dye/SD 21/Republican/Virginia (75364)
 Agency: Strategic Media Placement (10336)
 Product: Political - State Senate (1074)
 Brand: Political - State Senate (1074)
 Salesperson: DYE/ST.D/R (464152)
 Sales Office: Katz - Washington DC, Washington DC (1179)
 Buyer Name: Katz - Washington DC
 Phone/Fax: FRANKLIN,SCOTT
 CPE: /
 Account Types: National/Political
 Billing Type: Standard
 Comments: DYE/ST.D/R

Date Entered: 10/20/15
 Last Modified: 10/20/15
 Entered By: Gloria Fischer
 CO-OP: No
 Demo: ECR25017652
 Order Type: A35+
 Package Deal: Normal
 Commission %: 15.00
 Commission: \$1,557.00
 Net Total: \$8,823.00
 Sales Tax:

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12.0	Normal Line / SPOT	10/25/15-10/25/15	4	:30	11P-11:30P (EST)	1							X	1	\$200.00	\$200.00	Roanoke VA (WFXR)	NEWS OK TO RUN LATE	10/20/15
13.0	Normal Line / SPOT	10/27/15-10/27/15	3	:30	8P-11P (EST)	1		X						1	\$650.00	\$650.00	Roanoke VA (WFXR)	WORLD SERIES	10/20/15
14.0	Normal Line / SPOT	10/28/15-10/28/15	3	:30	8P-11P (EST)	1			X					1	\$650.00	\$650.00	Roanoke VA (WFXR)	WORLD SERIES	10/20/15
15.0	Normal Line / NFL Redskins	10/25/15-10/25/15	4	:30	1P-4P (EST)	2							X	2	\$850.00	\$1,700.00	Roanoke VA (WFXR)	REDSKINS GAME	10/20/15
16.0	Normal Line / SPOT	10/24/15-10/24/15	4	:30	7:30P-11P (EST)	2						X		2	\$200.00	\$400.00	Roanoke VA (WFXR)	COLLEGE FOOTBALL	10/20/15
17.0	Normal Line / SPOT	10/28/15-10/28/15	5	:30	9P-10P (EST)	1			X					1	\$350.00	\$350.00	Roanoke VA (WFXR)	EMPIRE	10/20/15
18.0	Normal Line / SPOT	10/22/15-10/22/15	5	:30	8P-9P (EST)	1				X				1	\$300.00	\$300.00	Roanoke VA (WFXR)	BONES	10/20/15
19.0	Normal Line / NFL	10/25/15-10/25/15	5	:30	4P-7:30P (EST)	2						X		2	\$750.00	\$1,500.00	Roanoke VA (WFXR)	NFL LATE GAME	10/20/15
20.0	Normal Line / SPOT	10/26/15-10/28/15	4	:30	4P-4:30P (EST)	3	X	X	X					3	\$50.00	\$150.00	Roanoke VA (WFXR)	JUDY	10/20/15
21.0	Normal Line / SPOT	10/26/15-10/28/15	4	:30	5P-5:30P (EST)	3	X	X	X					3	\$75.00	\$225.00	Roanoke VA (WFXR)	JUDY	10/20/15
22.0	Normal Line / SPOT	10/26/15-10/28/15	4	:30	5:30P-6P (EST)	3	X	X	X					3	\$75.00	\$225.00	Roanoke VA (WFXR)	JUDY	10/20/15
23.0	Normal Line / SPOT	10/26/15-10/28/15	4	:30	7P-7:30P (EST)	2	X	X	X					2	\$200.00	\$400.00	Roanoke VA (WFXR)	BIG BANG	10/20/15
24.0	Normal Line / SPOT	10/26/15-10/28/15	4	:30	7:30P-8P (EST)	2	X	X	X					2	\$200.00	\$400.00	Roanoke VA (WFXR)	BIG BANG	10/20/15

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CONFIRMATION CONTRACT

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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 STATIONS. 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 STATIONS 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 – STATIONS 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 STATIONS to replace pre-emptions with like inventory to fulfill advertising Contract, herein noted as MAKEGOODS. STATIONS will be held harmless for scheduling of commercials near competitive product and like advertisers unless order as a “fixed” placement commercial. STATIONS rate card (subject to change) and date of order entry will be the sole determinants of inventory clearances and pre-emption status.

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

Value of Inventory – STATIONS 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 STATIONS for the Total Contract Value of any invoice rendered by STATIONS to the ADVERTISER immediately following receipt of invoicing. Payment by advertiser to agency or buying service shall not constitute payment to STATIONS. ADVERTISER agrees and holds STATIONS 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 the Contract to STATIONS. Failure to pay in accordance with the STATIONS 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 STATIONS 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 STATIONS, and after request fails to furnish appropriate satisfactory substitution, STATIONS 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 STATIONS 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 STATIONS from any liability arising from or based on the content of ADVERTISER'S advertising material, including attorney's 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 – STATIONS 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 – STATIONS does not discriminate in advertising contracts on the basis of race, ethnicity or gender. Any provisions 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.