

Advertiser No: 1043665 Order No: 1340617617
 Start Date: 10/28/2019 Co-op: No
 End Date: 11/05/2019 Package: No
 Month Type: Broadcast Agency Comm.: 0%
 Revision #: 0
 CPE:
 AE: HOUSE
 Entered: 10/25/2019 08:44 AM by Fusion
 Last Update: 10/25/2019 03:49 PM by ccnyc1a
 Note: Ed Smith for Judge
 Note 2:
 Spl Req Inv:

Ed Smith for Judge

 305 W 6th St
 Erie, PA 16507

Market Station	Bind To	Start Date	End Date	No Of Weeks	Rate Rev. Type	Skip							Spots/ W.	Spot Length	Ord Spots	Ord Cost	
						W	M	T	W	T	F	S					S
1 Erie WXBB-FM	06:00-10:00 Commercial	10/28/19	11/01/19	1	43.35 Local-Direct	0	2	2	2	2	2	0	0	10	30	10	433.50
2 Erie WJET-AM	06:00-10:00 Commercial	10/28/19	11/01/19	1	24.65 Local-Direct	0	3	3	3	3	3	0	0	15	30	15	369.75
3 Erie WXBB-FM	06:00-10:00 Commercial	11/04/19	11/05/19	1	43.35 Local-Direct	0	2	2	0	0	0	0	0	4	30	4	173.40
4 Erie WJET-AM	06:00-10:00 Commercial	11/04/19	11/05/19	1	24.65 Local-Direct	0	3	3	0	0	0	0	0	6	30	6	147.90
5 Erie WJET-AM	15:00-19:00 Commercial	10/28/19	11/01/19	1	24.65 Local-Direct	0	2	2	1	2	2	0	0	9	30	9	221.85
6 Erie WJET-AM	15:00-19:00 Commercial	11/04/19	11/04/19	1	24.65 Local-Direct	0	3	0	0	0	0	0	0	3	30	3	73.95
7 Erie WXBB-FM	15:00-19:00 Commercial	11/04/19	11/04/19	1	43.35 Local-Direct	0	2	0	0	0	0	0	0	2	30	2	86.70
8 Erie WFNN-AM	06:00-10:00 Commercial	10/28/19	11/01/19	1	12.75 Local-Direct	0	2	2	3	3	2	0	0	12	30	12	153.00
9 Erie WFNN-AM	06:00-10:00 Commercial	11/04/19	11/05/19	1	12.75 Local-Direct	0	2	3	0	0	0	0	0	5	30	5	63.75
10 Erie WFNN-AM	15:00-19:00 Commercial	11/04/19	11/04/19	1	12.75 Local-Direct	0	2	0	0	0	0	0	0	2	30	2	25.50
11 Erie WRKT-FM	06:00-10:00 Commercial	10/28/19	11/01/19	1	49.30 Local-Direct	0	3	2	3	2	2	0	0	12	30	12	591.60
12 Erie WRKT-FM	06:00-10:00 Commercial	11/04/19	11/05/19	1	49.30 Local-Direct	0	3	3	0	0	0	0	0	6	30	6	295.80
13 Erie WRKT-FM	15:00-19:00 Commercial	11/04/19	11/04/19	1	49.30 Local-Direct	0	2	0	0	0	0	0	0	2	30	2	98.60
14 Erie WTWF-FM	06:00-10:00 Commercial	10/28/19	11/01/19	1	43.35 Local-Direct	0	2	2	2	2	2	0	0	10	30	10	433.50
15 Erie WTWF-FM	06:00-10:00 Commercial	11/04/19	11/05/19	1	43.35 Local-Direct	0	2	2	0	0	0	0	0	4	30	4	173.40
16 Erie WTWF-FM	15:00-19:00 Commercial	11/04/19	11/04/19	1	43.35 Local-Direct	0	2	0	0	0	0	0	0	2	30	2	86.70
17 Erie WXBB-FM	15:00-19:00 Commercial	10/29/19	10/29/19	1	43.35 Local-Direct	0	0	2	0	0	0	0	0	2	30	2	86.70

No. of Spots/Misc/Digital: 106/0/0

Ordered Gross: \$3,515.60
 Agency Commission: \$0.00
 Ordered Net: \$3,515.60
Total Net Due: \$3,515.60

	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
Amt. Ord.:	106	0	0	0	0	0	0	0	0	0	0	0	0
Gross:	3,515.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net:	3,515.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Participating Customers

Ed Smith for Judge 100%



ORDER TERMS AND CONDITIONS

The Term "Advertiser" shall include advertiser and any agency or buying service named in Order Confirmation, and all persons and entities included within Advertiser agree to the purchase of this advertising schedule and that they are jointly and severally liable for all obligations of Advertiser under this contract regardless of who is billed, except any agency is liable for invoice payments only to the extent the agency has been paid by the advertiser. The term "Station" means the specific station set out in the Order Confirmation, or, if not identified there, iHeartMedia + Entertainment, Inc.

1. PAYMENT

1.1. Advertiser agrees to pay in advance for the distribution of advertising covered by this contract (collectively "transmissions") unless otherwise expressly agreed in writing.

1.2. If Station has extended credit, Station shall render invoices monthly. Payment by Advertiser is due within 30 days unless invoice is sent to agency or buying service, then net payment is due within 45 days. Past due accounts shall be charged interest at the rate of 1% per month (12% annual percentage rate) or, if less, the highest rate allowed by applicable law, from the date of the invoice. If Advertiser notices any error on an invoice, Advertiser must contact Station in writing within 7 days of the invoice date, stating the invoice number, amount and description of alleged error, and including any supporting documentation as may be required by Station. All invoice charges will be considered valid if no written dispute from the Client is received by Station within the 7 day period.

1.3. On Advertiser's request, Station shall furnish certifications of performance to Advertiser at the time of billing, but unless requested prior to billing the furnishing of such certifications shall not be a condition of payment or time of payment.

1.4. If Advertiser is past due in payment of any amount, Station may change the terms of payment for further transmissions by giving Advertiser written notice. If Station refers this contract for collection, Advertiser shall pay reasonable attorney's or collector's fees and any court costs incurred by Station.

2. TERMINATION AND BREACH

2.1. This contract may be terminated by either party giving the other party 14 days prior written notice. If Advertiser so terminates this contract, Advertiser will pay Station at Station's rate card rate (without discount for the number of remaining transmissions) for transmissions made through the date of termination. If Station so terminates this contract, Advertiser shall pay Station for transmissions made through the date of termination and shall have the benefit of any discounts it would have received had this contract not been so terminated.

2.2. Station may terminate this contract at any time upon failure by Advertiser to timely make any payment, or upon other material breach by Advertiser of this contract. On such termination (i) Advertiser will pay Station at Station's rate card rate (without discount for the number of transmissions) for all transmissions made through the date of termination and (ii) all payments due by Advertiser shall become immediately due and payable.

2.3. Advertiser may cancel this contract at any time upon material breach by Station of this contract and shall be liable only for transmissions made in accordance with this contract through the date of termination with the benefit of any discounts it would have received had this contract not been so terminated.

2.4. If Station has contracted to purchase other program material ("Third Party Material") during the term of this contract in reliance on the agreement of Advertiser and prior to the end of the term of this contract Station terminates pursuant to Section 2.2 or Advertiser pursuant to Section 2.1, Advertiser agrees to pay Station all costs and expenses incident to the acquisition of Third Party Material. After such payment, Station shall credit Advertiser for any net amounts obtained if Station is able to resell such Third Party Material, but Station shall not be obligated to make or solicit any sale.

2.5. To the extent provided by law, neither party shall be liable to the other party (including liability for incidental, indirect or consequential damages or lost profits, whether or not advised of the possibility of such damages and punitive damages) other than as specified in this contract.

3. REPRESENTATIONS & WARRANTIES/INDEMNIFICATION AND HOLD HARMLESS

3.1. Advertiser represents, warrants and agrees that: (i) Station's use of the Advertiser Materials (defined below) as authorized by Advertiser, including, but not limited to broadcast of the Advertiser Materials over the facilities of the Station shall not violate or infringe upon the rights of others; provided, however, that the foregoing representations and warranties shall not apply to any material furnished or added to the Advertiser Materials after delivery to Station by any party other than Advertiser, and (ii) Advertiser (and the Advertiser Materials) shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, those of the FCC (e.g., indecency, EAS compliance and all other FCC regulations).

3.2. Advertiser shall defend, hold harmless and indemnify Station, its parents and affiliates, and their respective officers, directors, employees and agents from any and all claims, actions, causes of action, liabilities, demands, damages or costs (including reasonable attorney fees) of whatsoever name or nature, including but not limited to (i) defamation, unlawful competition or trade practice, infringement of intellectual property or other property or personal rights (including but not limited to public performance rights with respect to music, spoken word or any other copyrightable material embodied in Advertiser Materials); (ii) any breach or violation of any sort of Section 5.5 or the representations and warranties described in Section 3.1; or (iii) claims arising from the products, services, operations, data, representations or warranties relating to, directly or indirectly, any material furnished by or on behalf of Advertiser in connection with this contract ("Advertiser Material"), or Advertiser's business, services, operations or prizes (if any). Station shall defend, hold harmless and indemnify Advertiser and its officers, directors, employees and agents from damages relating to, directly or indirectly, programming transmitted by Station other than Advertiser Material.

4. INABILITY TO TRANSMIT AND SUBSTITUTION PROGRAMS

4.1. If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God; labor disputes, or for other cause, including mechanical breakdown beyond Station's control, Station shall be unable to transmit or otherwise distribute any program or announcement to be transmitted under this contract, that transmission shall be canceled, and Station shall not be liable to Advertiser except as provided in Section 4.3 below.

4.2. Station shall have the right to cancel any transmission or portion thereof to be made under this contract in order to transmit any program which it deems to be of public significance. Station will notify Advertiser in advance if reasonably possible or otherwise Station will notify Advertiser within a reasonable time after such scheduled transmission.

4.3. Station shall transmit such canceled transmission, subject to availability, in a comparable time period. If Station is unable to so transmit the canceled transmission, Advertiser shall not have to pay for the canceled transmission and the cancellation shall not affect any discounts under this contract.

5. PROGRAM PRODUCTION; COMMERCIAL MATERIAL; DATA

5.1. Unless otherwise noted in this contract, all material to be transmitted under this contract shall be furnished by Advertiser, and all expenses of delivery to Station and return to Advertiser, if so directed, shall be paid by Advertiser. If Station has not received Advertiser Material by 72 hours in advance of scheduled transmission, Station shall reasonably attempt to so notify Advertiser.

5.2. If Station has not received Advertiser Material by 48 hours in advance of scheduled transmission, Station may in its sole discretion reschedule the transmission of such material or cancel such transmission, and in either case, Advertiser shall pay for the transmission as if transmitted as originally scheduled.

5.3. Advertiser Material is subject to Station approval and Station may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality. If the material is unsatisfactory, Station shall notify Advertiser, and Advertiser shall furnish satisfactory material 48 hours in advance of transmission or Section 5.2 shall apply. All program material must conform to the program and operating policies of Station and Station shall have the continuing right to edit in the public interest provided, however, that Station approval of such material shall not affect Advertiser's indemnity obligation under this contract.

5.4. Station will retain all property rights in any program material prepared or created by Station or by any of its employees for use in connection with material transmitted under this contract.

5.5. If Station provides Advertiser with any data pertaining to the transmission of Advertiser Material ("Station Data"), Station grants Advertiser a limited, revocable, non-exclusive, non-sublicensable, license to use Station Data solely for internal purposes as necessary to validate Station's transmission of Advertiser Material. The foregoing license expires, and Advertiser must destroy, Station Data thirty (30) days after the date of the applicable transmissions. Advertiser may not, without Station's prior written consent, (i) disclose Station Data to any third party, (ii) combine Station Data with any other data, or (iii) use Station Data for any other purpose, including, without limitation, to create an attribution model.

6. **NON-DISCRIMINATION.** In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Station will not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated and completed without regard to race or ethnicity.

7. GENERAL

7.1. This contract is for the transmission by broadcast on radio, transmission on other media when Internet is indicated, or both, of programs, announcements and/or displays of the Advertiser for the purpose of advertising the named products or services and is subject to all applicable federal, state and municipal regulations, including the rules of the Federal Communications Commission and the Federal Trade Commission. Station will perform the transmission covered by this contract on the days and approximate hourly times (current at Station) provided in this contract. Station may make reproductions of program material furnished by Advertiser to effect the transmissions.

7.2. If an agency or buying service is included in Advertiser, it is understood that party is the agent of advertiser and not of Station.

7.3. Station shall assume no liability for loss or damages to program material and other property furnished by Advertiser in connection with transmissions under this contract.

7.4. Advertiser may not assign or transfer this contract without first obtaining the written consent of Station; nor is Station required to transmit any material under this contract for the benefit of any person or entity other than Advertiser named on the face of this contract.

7.5. The failure of Station or Advertiser to enforce any of the provisions of this contract shall not be construed as a waiver of that or any other provision.

7.6. This contract and any applicable written credit agreement, agency commission arrangement and/or merchandising arrangement contains the entire agreement between the parties relating to the subject matter in it, and no modification of its terms shall be effective unless in writing signed by both parties.

7.7. TO THE EXTENT PERMITTED BY LAW, STATION MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS AGREEMENT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

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: <u>I Hearst Media, 1 Boston Store Pl, Erie, PA 16501</u>	Date: <u>10/25/2019</u>
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I, Jeazee Friend

being/on behalf of: Ed Smith for Judge, a legally

qualified candidate of the Republican political

party for the office of: Court of Common Pleas

in the 2019 General

election to be held on: November 5th, 2019

do hereby request station time as follows:

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
Stated as attached					

Total Charges: \$ 3,515.60

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:

Ed Smith for Judge Committee

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:

Vincent Halupczynski

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).

To Be Signed By Candidate or Authorized Committee

10/25/2019
Date

[Signature]
Signature

To Be Signed By Station Representative

Accepted

Accepted in Part

Rejected

[Signature]
Signature

MICHAEL MOURNED
Printed Name

MARKET PRESENTS
Title

PROPOSAL



Prepared for:

Ed Smith for Judge

305 W 6th St

Erie, Pennsylvania 16507

Date: 10/25/2019 06:38
Advertiser: Ed Smith for Judge
Spots: 106
Total Gross Cost: \$3,515.60
Rates guaranteed until 11/01/2019

Summary

Advertiser	Ed Smith for Judge
Customer ID	01043665
Title	Ed Smith for Judge
Proposal Number	6194702
Billing Options	Broadcast
Market - Survey(s)	Erie - Sp '19
Demographics	Persons 35-64

Spot Schedule

WFNN-AM

1 Week: 10/28

Daypart/Program	Len	Spots	Rate	Gross	Freq	% Mkt	Cume	GI
Mon-Fri 6am-10am	30	12	\$12.75	\$153.00	2.8	0.4	600	1200
Weekly Total		12		\$153.00	3.0	0.4	600	1,200
Flight Total		12		\$153.00	3.0	0.4	600	1,200

1 Week: 11/4

Daypart/Program	Len	Spots	Rate	Gross	Freq	% Mkt	Cume	GI
Mon 3pm-7pm	30	2	\$12.75	\$25.50	0.0	0.0	0	0
Mon-Tue 6am-10am	30	5	\$12.75	\$63.75	1.7	0.3	600	500
Weekly Total		7		\$89.25	1.2	0.3	600	500
Flight Total		7		\$89.25	1.2	0.3	600	500

WJET-AM

1 Week: 10/28

Daypart/Program	Len	Spots	Rate	Gross	Freq	% Mkt	Cume	GI
Mon-Fri 6am-10am	30	15	\$24.65	\$369.75	2.2	1.4	2,400	3000
Mon-Fri 3pm-7pm	30	9	\$24.65	\$221.85	1.9	1.4	2,800	2700
Weekly Total		24		\$591.60	2.5	2.3	4,200	5,700
Flight Total		24		\$591.60	2.5	2.3	4,200	5,700

1 Week: 11/4

Daypart/Program	Len	Spots	Rate	Gross	Freq	% Mkt	Cume	GI
Mon 3pm-7pm	30	3	\$24.65	\$73.95	1.4	0.4	1,100	600
Mon-Tue 6am-10am	30	6	\$24.65	\$147.90	1.4	0.4	1,200	600
Weekly Total		9		\$221.85	2.0	0.6	1,900	1,200
Flight Total		9		\$221.85	2.0	0.6	1,900	1,200

*CPP and CPM values are calculated as gross amounts. The terrestrial radio audience estimates in this order are derived by iHeartMedia Revenue Platforms based on Nielsen Audio's copyrighted and proprietary audience estimates. Scarborough Data: Copyright © 2012

WRKT-FM

1 Week: 10/28

Daypart/Program	Len	Spots	Rate	Gross	Freq	% Mkt	Cume	GI
Mon-Fri 6am-10am	30	12	\$49.30	\$591.60	2.5	3.7	5,800	9600
Weekly Total		12		\$591.60	2.5	3.7	5,800	9,600
Flight Total		12		\$591.60	2.5	3.7	5,800	9,600

1 Week: 11/4

Daypart/Program	Len	Spots	Rate	Gross	Freq	% Mkt	Cume	GI
Mon 3pm-7pm	30	2	\$49.30	\$98.60	1.2	0.8	2,400	1000
Mon-Tue 6am-10am	30	6	\$49.30	\$295.80	1.9	2.2	4,100	4200
Weekly Total		8		\$394.40	1.7	3.0	6,000	5,200
Flight Total		8		\$394.40	1.7	3.0	6,000	5,200

WTWF-FM

1 Week: 10/28

Daypart/Program	Len	Spots	Rate	Gross	Freq	% Mkt	Cume	GI
Mon-Fri 6am-10am	30	10	\$43.35	\$433.50	2.1	4.7	8,400	10000
Weekly Total		10		\$433.50	2.1	4.7	8,400	10,000
Flight Total		10		\$433.50	2.1	4.7	8,400	10,000

1 Week: 11/4

Daypart/Program	Len	Spots	Rate	Gross	Freq	% Mkt	Cume	GI
Mon 3pm-7pm	30	2	\$43.35	\$86.70	1.2	1.3	4,600	1600
Mon-Tue 6am-10am	30	4	\$43.35	\$173.40	1.6	2.0	4,000	3200
Weekly Total		6		\$260.10	1.7	2.8	6,200	4,800
Flight Total		6		\$260.10	1.7	2.8	6,200	4,800

WXBB-FM

1 Week: 10/28

Daypart/Program	Len	Spots	Rate	Gross	Freq	% Mkt	Cume	GI
Mon-Fri 6am-10am	30	10	\$43.35	\$433.50	2.9	10.5	14,700	31000
Tue 3pm-7pm	30	2	\$43.35	\$86.70	1.2	2.5	6,700	3200
Weekly Total		12		\$520.20	3.0	11.3	15,700	34,200
Flight Total		12		\$520.20	3.0	11.3	15,700	34,200

1 Week: 11/4

Daypart/Program	Len	Spots	Rate	Gross	Freq	% Mkt	Cume	GI
Mon 3pm-7pm	30	2	\$43.35	\$86.70	1.3	2.7	6,300	3600
Mon-Tue 6am-10am	30	4	\$43.35	\$173.40	1.8	6.6	11,100	12400
Weekly Total		6		\$260.10	2.0	7.9	13,600	16,000
Flight Total		6		\$260.10	2.0	7.9	13,600	16,000

Proposal Totals

	Spots	Gross	Freq	% Mkt	Cume	GI
WFNN-AM	19	\$242.25	3.4	0.5	600	1,700
WJET-AM	33	\$813.45	2.7	2.5	4,200	6,900
WRKT-FM	20	\$986.00	3.1	4.7	6,900	14,800
WTWF-FM	16	\$693.60	2.5	5.9	9,700	14,800
WXBB-FM	18	\$780.30	3.8	13.0	17,100	50,200
Total	106	\$3,515.60	3.6	24.4	34,900	88,400

TERMS AND CONDITIONS The Term "Advertiser" shall include advertiser and any agency or buying service named in Order Confirmation, and all persons and entities included within Advertiser agree that they are jointly and severally liable for all obligations of Advertiser under this contract regardless of who is billed, except any agency is liable for invoice payments only to the extent the agency has been paid by the advertiser. The term "Station" means the specific station set out in the Order Confirmation, or, if not identified there, iHeartMedia + Entertainment, Inc.

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- (b) Station may terminate this contract at any time upon failure by Advertiser to timely make any payment, or upon other material breach by Advertiser of this contract. On such termination (i) Advertiser will pay Station at Station's rate card rate (without discount for the number of transmissions) for all transmissions made through the date of termination and (ii) all payments due by Advertiser shall become immediately due and payable.
- (c) Advertiser may cancel this contract at any time upon material breach by Station of this contract and shall be liable only for transmissions made in accordance with this contract through the date of termination with the benefit of any discounts it would have received had this contract not been so terminated.
- (d) If Station has contracted to purchase other program material ("Third Party Material") during the term of this contract in reliance on the agreement of Advertiser and prior to the end of the term of this contract Station terminates pursuant to paragraph 2(b) or Advertiser pursuant to paragraph 2(a), Advertiser agrees to pay Station all costs and expenses incident to the acquisition of Third Party Material. After such payment, Station shall credit Advertiser for any net amounts obtained if Station is able to resell such Third Party Material, but Station shall not be obligated to make or solicit any sale.
- (e) To the extent provided by law, neither party shall be liable to the other party (including liability for incidental, indirect or consequential damages or lost profits, whether or not advised of the possibility of such damages and punitive damages) other than as specified in this contract.

3. REPRESENTATIONS & WARRANTIES/INDEMNIFICATION AND HOLD HARMLESS

- (a) Advertiser represents, warrants and agrees that: (i) Station's use of the Advertiser Materials (defined below) as authorized by Advertiser, including, but not limited to broadcast of the Advertiser Materials over the facilities of the Station shall not violate or infringe upon the rights of others; provided, however, that the foregoing representations and warranties shall not apply to any material furnished or added to the Advertiser Materials after delivery to Station by any party other than Advertiser, and (ii) Advertiser (and the Advertiser Materials) shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, those of the FCC (e.g., indecency, EAS compliance and all other FCC regulations).
- (b) Advertiser shall defend, hold harmless and indemnify Station, its parents and affiliates, and their respective officers, directors, employees and agents from any and all claims, actions, causes of action, liabilities, demands, damages or costs (including reasonable attorney fees) of whatsoever name or nature, including but not limited to (i) defamation, unlawful competition or trade practice, infringement of intellectual property or other property or personal rights (including but not limited to public performance rights with respect to music, spoken word or any other copyrightable material embodied in Advertiser Materials); (ii) any breach or violation of any sort of the representations and warranties described in Section 3(a); or (iii) claims arising from the products, services, operations, representations or warranties relating to, directly or indirectly, any material furnished by Advertiser pursuant to this contract ("Advertiser Material") or to Advertiser's business, services, operations or prizes (if any) relative to Order. Station shall defend, hold harmless and indemnify Advertiser and its officers, directors, employees and agents from damages relating to, directly or indirectly, programming transmitted by Station other than Advertiser Material.

4. INABILITY TO TRANSMIT AND SUBSTITUTION PROGRAMS

- (a) If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God; labor disputes, or for other cause, including mechanical breakdown; beyond Station's control, Station shall be unable to transmit or otherwise distribute any program or announcement to be transmitted under this contract, that transmission shall be canceled, and Station shall not be liable to Advertiser except as provided in paragraph (c) below.
- (b) Station shall have the right to cancel any transmission or portion thereof to be made under this contract in order to transmit any program which it deems to be of public significance. Station will notify Advertiser in advance if reasonably possible or otherwise Station will notify Advertiser within a reasonable time after such scheduled transmission.
- (c) Station shall transmit such canceled transmission, subject to availability, in a comparable time period. If Station is unable to so transmit the canceled transmission, Advertiser shall not have to pay for the canceled transmission and the cancellation shall not affect any discounts under this contract.

5. PROGRAM PRODUCTION AND COMMERCIAL MATERIAL

- (a) Unless otherwise noted in this contract, all material to be transmitted under this contract shall be furnished by Advertiser, and all expenses of delivery to Station and return to Advertiser, if so directed, shall be paid by Advertiser. If Station has not received Advertiser Material by 72 hours in advance of scheduled transmission, Station shall reasonably attempt to so notify Advertiser.
- (b) If Station has not received Advertiser Material by 48 hours in advance of scheduled transmission, Station may in its sole discretion reschedule the transmission of such material or cancel such transmission, and in either case, Advertiser shall pay for the transmission as if transmitted as originally scheduled.
- (c) Advertiser Material is subject to Station approval and Station may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality. If the material is unsatisfactory, Station shall notify Advertiser, and Advertiser shall furnish satisfactory material 48 hours in advance of transmission or paragraph 5(b) shall apply. All program material must conform to the program and operating policies of Station and Station shall have the continuing right to edit in the public interest provided, however, that Station approval of such material shall not affect Advertiser's indemnity obligation under this contract.
- (d) Station will retain all property rights in any program material prepared or created by Station or by any of its employees for use in connection with material transmitted under this contract.

6. NON-DISCRIMINATION In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Station will not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated and completed without regard to race or ethnicity.

7. GENERAL

- (a) This contract is for the transmission by broadcast on radio, transmission on other media when Internet is indicated, or both, of programs, announcements and/or displays of the Advertiser for the purpose of advertising the named products or services and is subject to all applicable federal, state and municipal regulations, including the rules of the Federal Communications Commission and the Federal Trade Commission. Station will perform the transmission covered by this contract on the days and approximate hourly times (current at Station) provided in this contract. Station may make reproductions of program material furnished by Advertiser to effect the transmissions.
- (b) If an agency or buying service is included in Advertiser, it is understood that party is the agent of advertiser and not of Station.
- (c) Station shall assume no liability for loss or damages to program material and other property furnished by Advertiser in connection with transmissions under this contract.
- (d) Advertiser may not assign or transfer this contract without first obtaining the written consent of Station; nor is Station required to transmit any material under this contract for the benefit of any person or entity other than Advertiser named on the face of this contract.
- (e) The failure of Station or Advertiser to enforce any of the provisions of this contract shall not be construed as a waiver of that or any other provision.
- (f) This contract and any applicable written credit agreement, agency commission arrangement and/or merchandising arrangement contains the entire agreement between the parties relating to the subject matter in it, and no modification of its terms shall be effective unless in writing signed by both parties.

TO THE EXTENT PERMITTED BY LAW, STATION MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS AGREEMENT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

ANY AND ALL SALES OR TRANSACTION TAXES LISTED ON THIS ORDER CONFIRMATION ARE ESTIMATES. ACTUAL SALES OR TRANSACTION TAX PAYABLE WILL BE REFLECTED ON YOUR INVOICE. IF YOU HAVE QUESTIONS RELATED TO THE TAXES ASSOCIATED WITH THIS TRANSACTION, PLEASE CONSULT YOUR TAX PROFESSIONAL.