

CONTRACT



WFAA
 606 Young St.
 Dallas, TX 75202
 (214) 748-9631

<u>Contract / Revision</u> 41867 /		<u>Alt Order #</u> 07075349
<u>Product</u> TEXANS FOR BRANCH		
<u>Contract Dates</u> 02/25/14 - 02/28/14		<u>Estimate #</u>
<u>Advertiser</u> Texans for Dan Branch		<u>Original Date / Revision</u> 02/24/14 / 02/24/14
<u>Billing Cycle</u> WEEKLY	<u>Billing Calendar</u> Broadcast	<u>Cash/Trade</u> Cash
<u>Station</u> WFAA	<u>Account Executive</u> Dave Clark	<u>Sales Office</u> TeleRep - Wash
<u>Special Handling</u>		
<u>Demographic</u> Adults 35+		
<u>IDB#</u> 8121	<u>Advertiser Code</u> DAN	<u>Product Code</u> BRANCH
<u>Agency Ref</u> 2761AG	<u>Advertiser Ref</u> 50312	

And:

Strategic Media Services - DC
 1911 North Ft. Myer Drive
 Suite 400
 Arlington, VA 22209

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Rtn	Type	Spots	Amount
N 1	WFAA	02/25/14	02/28/14	Good Morning America	7:00 AM-9:00 AM		:30				NM	2	\$4,000.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>				
Week:		02/24/14	03/02/14	- TWTF - -				2	\$2,000.00				
N 2	WFAA	02/25/14	02/28/14	Good Morning Texas	9:00 AM-10:00 AM		:30				NM	1	\$400.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>				
Week:		02/24/14	03/02/14	- TWTF - -				1	\$400.00				
N 3	WFAA	02/25/14	02/28/14	View	10:00 AM-11:00 AM		:30				NM	2	\$2,200.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>				
Week:		02/24/14	03/02/14	- TWTF - -				2	\$1,100.00				
N 4	WFAA	02/25/14	02/28/14	Jimmy Kimmel Live	10:35 PM-11:35 PM		:30				NM	1	\$1,100.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>				
Week:		02/24/14	03/02/14	- TWTF - -				1	\$1,100.00				
N 5	WFAA	02/25/14	02/28/14	News 8 at 6a M-F	6:00 AM-7:00 AM		:30				NM	2	\$3,600.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>				
Week:		02/24/14	03/02/14	- TWTF - -				2	\$1,800.00				
N 6	WFAA	02/25/14	02/28/14	Chew	11:00 AM-12:00 PM		:30				NM	1	\$900.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>				
Week:		02/24/14	03/02/14	- TWTF - -				1	\$900.00				
N 7	WFAA	02/25/14	02/28/14	News 8 at 5a M-F	5:00 AM-6:00 AM		:30				NM	1	\$450.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>				
Week:		02/24/14	03/02/14	- TWTF - -				1	\$450.00				
Totals												10	\$12,650.00

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
02/24/14 - 03/02/14	10	\$12,650.00	(\$1,897.50)	\$10,752.50
Totals	10	\$12,650.00	(\$1,897.50)	\$10,752.50

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 contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four week advance cancellation notice is required unless otherwise specified.

Confirmation Contract Terms and Conditions

The person, firm, or corporation (including, but not limited to organizations known as advertisers, advertising agencies, or buying services) contracting for television time (hereinafter called CLIENT) and the station accepting this contract (hereinafter called STATION) hereby agree that the contract between the parties shall include the page entitled "Confirmation Contract," and these additional terms and conditions:

1. PAYMENT AND BILLING

- a. Payment by CLIENT to STATION is due within terms as determined and communicated by STATION. Should an invoice item(s) become in dispute, CLIENT shall notify STATION in writing within 21 days of receipt of invoice regarding details of any discrepancy identified. CLIENT shall submit payment for undisputed item(s) due STATION according to terms pending resolution of discrepant item(s).
- b. Any non-airtime or packaged items may be billed separately and be subject to different terms and conditions. Package items may include products from other Belo owned or operated affiliates or include non-airtime products.
- c. Invoice(s) shall act as the sole proof-of-performance and/or completion of services for this Agreement.
- d. Notwithstanding to whom bills are rendered, Advertiser and Agency are each obligated as follows, to pay to STATION the amount of bills rendered by STATION within the time specified and until payment in full is received by STATION.
 - i. Subject to paragraph (ii) below, Agency is liable for payment to STATION. Agency shall keep records related to payments received from Advertiser with respect to this Agreement. Upon reasonable notice from STATION, Agency shall allow STATION to review such records with respect to Agency's and Advertiser's performance under this Agreement.
 - ii. Advertiser is liable for payment to STATION for amounts owing but not paid to the Agency by Advertiser.
 - iii. If STATION initiates formal collection proceedings in the event of non-payment of bills, the Agency and/or Advertiser against which proceedings are brought (consistent with the liability structure in (i) and (ii) above), shall be liable in addition for collection fees, court costs and attorney fees.

2. TERM AND TERMINATION

- a. The contract term is as indicated on the face of the contract unless terminated earlier as set forth below or as otherwise extended in writing.
- b. STATION or CLIENT may cancel commercial announcements or programs upon 28 day's prior written notice.
- c. Cancellation by CLIENT, except as provided in 2 (b), may void negotiated discounts. If STATION cancels contract, CLIENT shall have the benefit of the same discounts that it would have earned, if any, had CLIENT been allowed to complete the contract.
- d. STATION reserves the right to cancel this contract should the CLIENT default in the payment of invoices or fail to pay within terms or be in material breach of any other terms of this contract. Upon such cancellation all charges for broadcasts or other fees completed hereunder and not paid shall become immediately due and payable. CLIENT shall not be entitled to any discounts that it would have otherwise earned, if any, had this contract not been cancelled.
- e. In the event of a material breach by STATION in performing this contract CLIENT reserves the right to cancel this contract at any time upon 15 days' prior written notice and CLIENT shall have the benefit of the same discounts earned absent the cancellation.

3. FAILURE TO BROADCAST

STATION shall have the right to cancel any broadcast or portion thereof or commercial covered by this contract in order to broadcast any program that, in its absolute discretion, it deems to be of public significance. In any such case, STATION will notify CLIENT in advance if reasonably possible, but where no such notice can reasonably be given, STATION will notify CLIENT within two business days after such scheduled broadcast has been cancelled. In addition, an interruption or omission of any commercial announcement or program may occur due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes or for another cause, including mechanical or electronic breakdowns beyond STATION's control. If any such event occurs, STATION may suggest a substitute makegood. If makegood is not acceptable to CLIENT, CLIENT will be not be required to pay for canceled broadcast without impact to the remainder of contract rates or schedules. The STATION's liability for failure of a scheduled commercial announcement or program to air, for any reason, is limited to the cost of the commercial announcement or program as shown on this contract.

4. PROGRAM AND COMMERCIAL MATERIAL

- a. All program material, excluding commercial announcements, shall be furnished by STATION, and CLIENT shall furnish all commercial announcement material. CLIENT shall be solely responsible for timely delivery of commercial announcement materials to STATION as well as any associated delivery and return costs.
- b. Broadcast program and commercial material provided by CLIENT is subject to approval by STATION. STATION may exercise a continuing right to reject such material including a right to reject for content or unsatisfactory technical quality. In the event program material is unsatisfactory, STATION shall notify CLIENT, and, unless CLIENT furnishes satisfactory material sufficiently in advance of the broadcast date, STATION shall have the right not to broadcast the program or commercial and STATION shall credit CLIENT for the time and/or program charges hereunder in the amount of money assigned to the commercial and/or program at time of purchase.

5. BROADCAST LIABILITIES

STATION agrees to indemnify, defend, hold and save CLIENT harmless from and against all liability asserted by third parties resulting from the broadcast of (1) program material except program material furnished by CLIENT and (2) performance and other rights for musical compositions contained within program material furnished by STATION. CLIENT agrees to indemnify, defend, hold and save STATION harmless from and against all liability asserted by third parties resulting from the broadcast of commercial or program material furnished by or on behalf of CLIENT and (2) performance and other rights for musical compositions contained within commercial or program material furnished by or on behalf of CLIENT.

6. GENERAL

- a. STATION assumes no liability for loss of or damage to program or commercial material or other property furnished by CLIENT.
- b. This contract, including the rights under it, may not be assigned or transferred by CLIENT without first obtaining the consent of STATION in writing; nor may STATION be required to broadcast hereunder for the benefit of any advertiser other than the one named on this contract.
- c. Failure of STATION or CLIENT to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision.
- d. STATION's obligations hereunder are subject to the terms and conditions of licenses held by it and to applicable federal, state and local laws and regulations. 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, accepted, negotiated and completed without regard to race or ethnicity.
- e. This contract, which includes the page entitled "Confirmation Contract" and these terms and conditions (together, the "Agreement"), constitutes the entire agreement between the parties relating to the subject matter herein contained and shall supersede any prior agreement, including insertion orders, of the parties relating to the subject matter. No change or modification of any of the terms and provisions of this Agreement shall be effective unless made in writing and signed by authorized representatives of both parties. These terms and conditions also apply to any amended Confirmation Contract between CLIENT and STATION unless otherwise specifically indicated in such amended Confirmation Contract.