

2019 Viamedia Political Order Cover Sheet

REV 1/23/19

Service Electric Cable TV

- ☐ Lehigh Valley (Syscode 1042)
- ☐ Hunterdon/Warren (Syscode: 1043)
Jennifer Brown, Regulatory Affairs Director
2260 Avenue A, Bethlehem, PA 18017
brownj@sectv.com; Phone 610-625-8517; FAX 610-865-5031

Blue Ridge Communications

- ☒ Monroe (Syscode 0997)
- ☒ Carbon (Syscode 0996)
- ☒ Pike/Wayne (Syscode 6770)
- ☐ Tunkhannock (Syscode 6772)
- ☐ Mansfield (Syscode 6773)
- ☐ N. Lancaster (Syscode 6512)
Michelle DeLuna
613 3rd Street, Palmerton, PA 18071
mdeluna@pencor.com; jlorah@pencor.com; Phone 610-826-9251; FAX 610-826-9297

Service Electric Cablevision

- ☐ Susquehanna Valley (Syscode 8145)
Dwight Walter, Division Manager
secsun@ptd.net; megan.leavy@secv.com; donald.brandt@secv.com
500 Grant Street; Sunbury, PA 17801
Division Manager: Dwight Walter Office Manager: Lindy Mannello
Phone: 570-286-5951; 800-522-2389; Fax 570-286-9710
- ☐ Schuylkill/Luzerne (Syscode 8402)
Timothy Trently, Division Manager
16 Maplewood Drive' Hazleton, PA 18202
P.O. Box R, Hazleton, PA 18201
hazletonoffice@secv.com; donald.brandt@secv.com; Phone: 570-454-5079; Fax: 570-454-3652
- ☐ Eastern Berks (Syscode 8960)
Karl Kowatch, Division Manager
Attn: Priscilla Perry; 6400 Perkiomen Ave., P.O. Box 8, Birdsboro, PA 19508
secvberk@ptd.net; donald.brandt@secv.com; Phone 610-582-5317; Fax: 610-582-3094

Email all paperwork to: mbell@viamediatv.com

Political Advertiser Michael Greek

Run Dates 9/27/19 - 10/26/19

AGREEMENT FORM FOR POLITICAL CANDIDATE ADVERTISEMENTS

(check applicable box)

☐ FEDERAL CANDIDATE

☒ ~~STATE~~ 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>BRC TV 13 / 936 Elm St.</u> <u>Blue Ridge Communications / Lehigh, PA</u> <u>18235</u> | Date: <u>9/6/19</u> |
|--|-------------------------------|

I, Michael S. Greer

being/on behalf of: Greer for DA

a legally qualified candidate of the Republican

political party for the office of: District Attorney

in the General

election to be held on: November 5, 2019

do hereby request station time as follows:

| Broadcast Length | Time of Day, Rotation or Package | Days | Class | Times per Week | Number of Weeks |
|------------------|----------------------------------|--------------|------------------|----------------|-----------------|
| :30 sec. | 7pm live + Replay | Fri. 9/27/19 | BRC TV 13 Sports | 1X + Replay | 1 |

Attach proposed schedule with charges (if available):

I represent that the payment for the above described broadcast time has been furnished by:

Greek for PA

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:

Natvive Galloway

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).

THIS STATION DOES NOT DISCRIMINATE OR PERMIT DISCRIMINATION ON THE BASIS OF RACE OR ETHNICITY IN THE PLACEMENT OF ADVERTISING.

To Be Signed By Candidate or Authorized Committee

9/6/19

Date

Michael J. St

Signature

To Be Signed By Station Representative

☒ Accepted

☐ Accepted in Part

☐ Rejected

Angela M. Nardini

Signature

Angela M. Nardini

Printed Name

SAE Viamedia

Title

DATE: _____

September 6, 2019



| | |
|-------------------------------------|----------------|
| <input type="checkbox"/> | New Advertiser |
| <input type="checkbox"/> | Renewal |
| <input checked="" type="checkbox"/> | Addition |
| <input type="checkbox"/> | Revision |
| <input type="checkbox"/> | Cancellation |
| <input type="checkbox"/> | Other* |
| * Political 6of7 | |

ADVERTISING AGREEMENT

| | | | | | | | | |
|---|---------|---------------------------------|--|-------------|---|--|--------------|--|
| BILLING ADDRESS | | | ADVERTISER | | ACC'T EXEC | | | |
| c/o: P.O. Box #19 42 East Patterson Street Lansford, PA 18232 | | | Elect Michael S. Greek for Carbon County District Atty | | Angela M. Nardini | | | |
| | | | CONTACT NAME & PHONE | | CO-OP | | SPOT LENGTH | |
| | | | Michael S. Greek, Political Candidate | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | :30 TV Spots | |
| | | | https://www.greekforda.com | | SCHEDULE DATES | | | |
| | | | | | Fri 9/27/19 +Replay | | | |
| CABLE SYSTEM | NETWORK | FLIGHT DATES | PROGRAMMING TIMES / DAYPARTS | TOTAL SPOTS | RATES: | TOTAL COST: | | |
| | | | BRC13 High School Football Game: *Carbon County (1) additional Game | | | | | |
| BRC | TV13 | Fri 9/27 Live REPLAY TBD | Jim Thorpe HS vs North Schuylkill HS 7pm Live on Fri 9/27 Replay TBD | 1 | \$ 98.00 (Non PE Rate) | | | |
| | | | | | | TOTAL AMT DUE <u>\$98.00</u> PAID AMOUNT (CHECK #): <u>#118</u> TOTAL AMT DUE <u>-0-</u> | | |

Ad in full on 9/6/19

Special Notes / Instructions:

TRAFFIC: *Instructions will be provided to Viamedia

Commercial

Titles:

Michael S. Greek 9/6/19
CLIENT SIGNATURE DATE
Michael S. Greek 9/6/19
CLIENT NAME (print) TITLE
Angela M. Nardini 9/6/19
VIAMEDIA REP DATE

CONTRACT SUBJECT TO STANDARD TERMS AND CONDITIONS ATTACHED
DELINQUENT ACCOUNTS WILL INCUR LEGAL COSTS FOR COLLECTION

BILLING ADDRESS: Viamedia, Inc. 7796 Solution Center, Chicago, IL 60677-7007

www.viamediatv.com

TERMS AND CONDITIONS

agreement is among and binds Viamedia, LLC ("VIAMEDIA"), the advertiser named on the face of this Agreement ("Advertiser"), and the advertising agency or time-buying service and the commercial advertising covered by this Agreement on behalf of the Advertiser ("Agency"). If no advertising agency or time-buying service is named on the face of this Agreement all references in this Agreement to "Agency" shall be deemed to refer to Advertiser. (Advertiser and Agency are sometimes referred to herein collectively as "Buyer"). VIAMEDIA and Buyer agree to the following additional terms and conditions as a part of this Agreement:

1. PAYMENT AND BILLING: Amounts owed to VIAMEDIA under this Agreement are to be paid within thirty (30) days after the date of the invoice therefore issued by VIAMEDIA. Timely payment is material and of the essence. Upon failure to receive timely payment, VIAMEDIA may elect to discontinue or suspend its further performance under this Agreement until all payment delinquencies are cured. VIAMEDIA will invoice Advertiser (or in the event an advertising agency or time-buying service is a party to this Agreement, VIAMEDIA shall bill Agency) at the end of each standard broadcast month, unless otherwise provided on the face of this Agreement. Viamedia's invoices shall be in accordance with the log, shall so state, and shall be deemed to be correct unless proved otherwise. If an advertising agency or time-buying service is a party to the Agreement, Agency and Advertiser shall be jointly and severally liable for all amounts which are owed under this Agreement to VIAMEDIA. Payment by Advertiser to Agency shall not constitute payment to VIAMEDIA and that Advertiser shall continue to be obligated for all payments agent for Advertiser (or for an advertising agent of Advertiser) and in no sense as an agent or representative of VIAMEDIA and that Advertiser shall continue to be obligated for all payments due VIAMEDIA under this Agreement until the actual receipt thereof by VIAMEDIA. If an advertising agency or time-buying service is a party to this Agreement, cablecast charges as computed and stated in this Agreement shall be subject to an agency commission as authorized by Advertiser not to exceed the Agency commission percentage stated on the face of this Agreement, which commission shall be allowed to Agency. Agency shall refund to VIAMEDIA any unearned commission paid to it by VIAMEDIA. Buyer shall pay all reasonable attorneys' fees and collections costs which VIAMEDIA incurs to collect any amounts owed to it by Buyer which are more than thirty (30) days past due. Buyer also agrees to pay a monthly late payment charge in the amount of one and one-half percent (1-1/2%) per month on all amounts which are not paid to VIAMEDIA when due. VIAMEDIA shall not be liable for any amount owed by Advertiser to Agency or any other agency or service acting on behalf of Advertiser and Advertiser agrees to defend, indemnify and hold harmless VIAMEDIA for any such claims made against VIAMEDIA by Agency or any other such agency or service.

2. VIAMEDIA UNDERTAKINGS: VIAMEDIA will cablecast Advertiser's commercial advertising on the days or dates, approximate times and networks and for the spot lengths specified on the face of this Agreement. VIAMEDIA shall not be required to cablecast any commercial advertising for the benefit of any person or entity other than Advertiser. Failure of VIAMEDIA to cablecast all or any part of a commercial advertising at the time or on the network specified because of a defect or breakdown of lines or equipment, electrical or mechanical failure, a labor dispute, governmental action, scheduling or technical error, appropriation of the time for broadcasting the advertising, event or program that in the sole discretion of VIAMEDIA is deemed to be of public importance (including without limitation sponsored political advertising or programs) or any other cause beyond the reasonable control of VIAMEDIA (collectively, "Excused Cablecasts") shall not constitute a breach of this Agreement by VIAMEDIA or entitle Buyer to terminate this Agreement, and Viamedia's liability and responsibility for any Excused Cablecasts will not affect any rates of discounts or rebate allowances otherwise applicable under this Agreement. In lieu of granting Buyer a spot charge reduction, VIAMEDIA may elect to cablecast the commercial advertising for which there is an Excused Cablecast on a different day on a "make up" basis. If an Excused Cablecast is due to failure or either the aural or visual signal, but not both, the amount of the adjustment shall be subject to negotiation. VIAMEDIA reserves the right to change the day or time, or both, of the scheduled cablecast of Advertiser's commercial advertising. If the day or time to which VIAMEDIA proposes to make any change under this Agreement is not agreeable to Buyer and another time is not agreed upon, the applicable spots will be canceled automatically without VIAMEDIA or Buyer having any further liability or obligation under this Agreement with respect to those spots. Commercial advertising scheduled in programs following events, (such as feature films, sports or special programming of any kind) which run beyond their normally scheduled time, or commercial advertising scheduled in programs which are interrupted for any reason, will be scheduled automatically within the delayed program without prior notice to Buyer, and will be invoiced at the same rate as if the event had concluded at its normal or scheduled time, or there was no interruption. VIAMEDIA will have no liability with respect to the handling or forwarding of audience mail addressed to VIAMEDIA intended for use by or benefit of Buyer. Except as provided herein, VIAMEDIA shall not be liable to Buyer for any incidental, direct, indirect, special or consequential damages of any kind including, but not limited to, loss of business or profit, arising in any manner from or relating in any way to this Agreement.

3. COMMERCIAL MATERIAL: All commercial advertising will be furnished by and at the expense of Buyer and must conform to the programming and operating policies of VIAMEDIA, as in effect from time to time. No commercial advertising shall be substituted for any specified in this Agreement unless the style, format and nature or such substituted commercial advertising is acceptable to VIAMEDIA. VIAMEDIA has the continuing right to require Buyer to edit and modify its commercial advertising to the extent necessary to conform to the public interest and to the programming and operating policies of VIAMEDIA. VIAMEDIA reserves the right to choose to not cablecast any commercial advertising that does not in Viamedia's sole judgment conform to the public interest or to its programming and operating policies or that in the reasonable opinion of VIAMEDIA may violate the rights of others. VIAMEDIA further reserves the right to refuse to cablecast any commercial advertising where the technical quality of the tape of such commercial advertising as furnished by Buyer does not comply with Viamedia's technical standards. Unless at the time the commercial advertising is delivered to VIAMEDIA Buyer requests such material to be returned to the Buyer at the Buyer's cost, VIAMEDIA may destroy or discard such material following the term of this Agreement. Neither Buyer nor VIAMEDIA will authorize anyone to cablecast, broadcast or to otherwise utilize for any commercial purposes (other than for cablecast under this Agreement) the actual cablecast made by VIAMEDIA of the commercial advertising supplied by Buyer hereunder, whether such other use of the actual cablecast is by means of recording, video tape, film or otherwise. Nothing herein contained shall prevent Buyer from making subsequent uses of its advertising (as distinguished from the cablecast by VIAMEDIA of such advertising) supplied by Buyer under this Agreement.

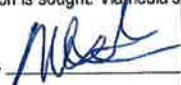
4. INSERTION OF ADVERTISING: The number of subscriber homes receiving a commercial advertisement on any network in a particular DMA, zone or other subset is an estimate of potential total viewership of a network whether in SD, HD or other format, is periodically updated by VIAMEDIA, based on recognized industry standard assumptions and may vary from the actual number of subscriber homes based on various factors. Zone and other subset estimates are based upon viewership information provided to VIAMEDIA by third parties, as periodically adjusted by VIAMEDIA, and because of information not known to VIAMEDIA may differ from the actual number of subscribers. VIAMEDIA may not have the capability to insert on HD simulcast networks, or to deliver HD insertion by zone, and subscriber estimates for HD programming have not been adjusted for non-insertion. The number of subscribers capable of accessing VOD and other advanced advertising content is an estimate and may vary by the number of subscriber homes actually subscribing to the service, and other factors. Buyer grants VIAMEDIA the right to digitize, adjust, alter, reformat and modify commercial advertisements when technically necessary for the commercial advertisement to meet the technical requirements for delivery by zone, set top box and other advanced advertising platforms. A commercial advertisement delivered by zone through the utilization of set top box and other advanced advertising platforms shall be deemed delivered to all subscribers unless more than 10% of subscribers actively viewing a particular network through set top box delivery or other advanced advertising platforms that comprise the zone fail to receive the commercial advertisement because of subscriber interaction with the set top box or other factors.

5. WARRANTIES: Buyer warrants to VIAMEDIA that Buyer has all necessary rights for the use, performance and cablecast of all of the content of its commercial advertising, including all music therein. Buyer agrees to indemnify and hold harmless VIAMEDIA, its parent and affiliated companies, and their respective directors, officers, agents and employees against and from any claims, liability, loss and damage, including reasonable attorneys' fees, caused by or arising out of the cablecasting of Advertiser's commercial advertising (including without limitation claims for libel, slander, illegal trade practice, trademark or copyright infringement, and violation of privacy rights) or the breach by Buyer of this Agreement, and to defend at Buyer's expense any litigation instituted against VIAMEDIA resulting therefrom. The indemnity rights and defense obligations under this Agreement shall survive the termination or expiration of this Agreement and of Agency's status as advertising agency for Advertiser. If an advertising agency is a party to this Agreement, Agency represents and warrants that it has the authority from Advertiser, as Advertiser's agent for all purposes contemplated by this Agreement, including but not limited to arranging, contracting and paying for the cablecasting purchased herein, and if Agency is a time-buying service, Agency represents and warrants that it has the authority from the designated advertising agency to enter into this Agreement on behalf of such advertising agency and Advertiser.

6. TERMINATION: This Agreement is not subject to termination by Buyer prior to the completion of the term of this Agreement. VIAMEDIA reserves the right to terminate this Agreement at any time upon default by Buyer in payment of any amounts owed to VIAMEDIA under this Agreement or upon any other material breach of the terms or conditions of this Agreement by Buyer. Commercial advertising or programs may be canceled by Viamedia upon 14 days prior notice. Upon any such termination, all charges for cable casting completed prior to the date of termination shall become immediately due and payable. Further, Buyer shall be liable to pay VIAMEDIA as liquidated damages a sum equal to that which would have been payable to VIAMEDIA by Buyer under this Agreement for the cable casting of all the spots covered by this Agreement, less any amount which VIAMEDIA actually receives for the sale of the same time spots (net of all sale and other commissions payable by VIAMEDIA to employees or third parties for resale of such time spots.)

7. MISCELLANEOUS: This Agreement is subject to all federal, state and local laws and regulations, is not assignable without the prior written consent of VIAMEDIA, and shall be governed by the internal laws of the State of Pennsylvania, without regard to the choice of law principles thereof. If during the term of this Agreement Agency ceases to be the advertising agency for the Advertiser, the rights and duties of Agency hereunder shall inure to the benefit of and be binding on such other advertising agency as may be designated by Advertiser by written notice to VIAMEDIA and which is acceptable to VIAMEDIA as to financial responsibility. Any waiver of rights resulting from breach of any provision of this Agreement shall not be deemed to constitute a waiver of rights resulting from any previous or succeeding breach of the same or any other provision. The Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and may not be modified, except by an agreement in writing signed by the party against whom enforcement of the modification is sought. Viamedia's performance under this Agreement shall constitute its agreement to be bound by the terms hereof.

Client / Advertiser Initials



AGREEMENT FORM FOR POLITICAL CANDIDATE ADVERTISEMENTS

(check applicable box)

☐ FEDERAL CANDIDATE

☒ ~~STATE~~ 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>BRC TV13 / 936 Elm St.</u> <u>Blue Ridge Communications / Lehigh, PA</u> 18235 | Date: <u>9/6/19</u> |
|---|----------------------------|

I, Michael S. Gree

being/on behalf of: Gree for DA

a legally qualified candidate of the Republican

political party for the office of: District Attorney

in the General

election to be held on: Nov 5, 2019

do hereby request station time as follows:

| Broadcast Length | Time of Day, Rotation or Package | Days | Class | Times per Week | Number of Weeks |
|--|----------------------------------|------|-------|----------------|-----------------|
| <u>30 sec</u> <u>* Refer to attached BRC13 Schedule</u> | | | | | |

Attach proposed schedule with charges (if available): yes. ✓

I represent that the payment for the above described broadcast time has been furnished by:

GREEK FOR WA

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:

NATIVE GALLIWAY

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).

THIS STATION DOES NOT DISCRIMINATE OR PERMIT DISCRIMINATION ON THE BASIS OF RACE OR ETHNICITY IN THE PLACEMENT OF ADVERTISING.

To Be Signed By Candidate or Authorized Committee

9/6/19

Date

Michael S. G.

Signature

To Be Signed By Station Representative

☒ Accepted

☐ Accepted in Part

☐ Rejected

Angela M. Nardini

Signature

Angela M. Nardini

Printed Name

SAE, Viamedia

Title

DATE:

September 6, 2019



☐ New Advertiser
☐ Renewal
☒ Addition
☐ Revision
☐ Cancellation
☐ Other*
***Political 7of7**

ADVERTISING AGREEMENT

| | | | | | | | |
|---|----------------|------------------------------------|--|--------------------|---|--------------------|--------------------|
| BILLING ADDRESS | | | ADVERTISER | | ACC'T EXEC | | |
| c/o: P.O. Box #19 42 East Patterson Street Lansford, PA 18232 | | | Elect Michael S. Greek for Carbon County District Atty | | Angela M. Nardini | | |
| | | | CONTACT NAME & PHONE | | CO-OP | | SPOT LENGTH |
| | | | Michael S. Greek, Political Candidate | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | :30 TV Spots |
| | | | https://www.greekforda.com | | SCHEDULE DATES | | |
| | | | | | Sat 10/19 to Sat 10/26/19 | | |
| CABLE SYSTEM | NETWORK | FLIGHT DATES | PROGRAMMING TIMES / DAYPARTS | TOTAL SPOTS | RATES: | TOTAL COST: | |
| | | | BRC13 Annual Halloween Parades *Carbon County (3) Local Parades | | | | |
| BRC | TV13 | Sat 10/19 LIVE Sun 10/20 REPLAY | LEHIGHTON @ 4pm Replay: Sun 10/20 @ 6:30pm | | \$ 98.00 (Non PE Rate) | | |
| BRC | TV13 | Sun 10/20 LIVE Sun 10/20 REPLAY | PALMERTON @ 8pm Replay: Sun 10/20 @ 8pm | | \$ 98.00 (Non PE Rate) | | |
| BRC | TV13 | Sat 10/26 LIVE Sat 10/26 REPLAY | JIM THORPE @ 2pm Replay: Sat 10/26 @ 8:30pm | | \$ 98.00 (Non PE Rate) | | |
| | | | | | <div style="border: 1px solid black; border-radius: 50%; padding: 10px; display: inline-block;"> Pd. in full on 9/6/19 </div> | | |
| | | | | | TOTAL AMT DUE \$294. | | |
| | | | | | PAID AMOUNT (CHECK #): #118 | | |
| | | | | | TOTAL AMT DUE -0- | | |

Special Notes / Instructions:

TRAFFIC: *Instructions will be provided to Viamedia

Commercial

Titles:

Michael S. Greek 9/6/19
 CLIENT SIGNATURE DATE
Michael S. Greek 9/6/19
 CLIENT NAME (print) TITLE
Angela M. Nardini 9/6/19
 VIAMEDIA REP DATE

CONTRACT SUBJECT TO STANDARD TERMS AND CONDITIONS ATTACHED
 DELINQUENT ACCOUNTS WILL INCUR LEGAL COSTS FOR COLLECTION

BILLING ADDRESS: Viamedia, Inc. 7796 Solution Center, Chicago, IL 60677-7007

www.viamediatv.com

TERMS AND CONDITIONS

This Agreement is among and binds Viamedia, LLC ("VIAMEDIA"), the advertiser named on the face of this Agreement ("Advertiser"), and the advertising agency or time-buying service ("Agency") for all commercial advertising covered by this Agreement on behalf of the Advertiser ("Advertiser"). If no advertising agency or time-buying service is named on the face of this Agreement, all references in this Agreement to "Agency" shall be deemed to refer to Advertiser. (Advertiser and Agency are sometimes referred to herein collectively as "Buyer"). VIAMEDIA and Buyer agree to the following additional terms and conditions as a part of this Agreement:

PAYMENT AND BILLING: Amounts owed to VIAMEDIA under this Agreement are to be paid within thirty (30) days after the date of the invoice therefore issued by VIAMEDIA. Timely payment is material and of the essence. Upon failure to receive timely payment, VIAMEDIA may elect to discontinue or suspend its further performance under this Agreement until all payment delinquencies are cured. VIAMEDIA will invoice Advertiser (or in the event an advertising agency or time-buying service is a party to this Agreement, VIAMEDIA shall bill Agency) at the end of each standard broadcast month, unless otherwise provided on the face of this Agreement. Viamedia's invoices shall be in accordance with the log, shall so state, and shall be deemed to be correct unless proved otherwise. If an advertising agency or time-buying service is a party to the Agreement, Agency and Advertiser shall be jointly and severally liable for all amounts which are owed under this Agreement to VIAMEDIA. Payment by Advertiser to Agency shall not constitute payment to VIAMEDIA. It is understood that Agency functions as paying agent for Advertiser (or for an advertising agent of Advertiser) and in no sense as an agent or representative of VIAMEDIA and that Advertiser shall continue to be obligated for all payments due VIAMEDIA under this Agreement until the actual receipt thereof by VIAMEDIA. If an advertising agency or time-buying service is a party to this Agreement, cablecast charges as computed and stated in this Agreement shall be subject to an agency commission as authorized by Advertiser not to exceed the Agency commission percentage stated on the face of this Agreement, which commission shall be allowed to Agency. Agency shall refund to VIAMEDIA any unearned commission paid to it by VIAMEDIA. Buyer shall pay all reasonable attorneys' fees and collections costs which VIAMEDIA incurs to collect any amounts owed to it by Buyer which are more than thirty (30) days past due. Buyer also agrees to pay a monthly late payment charge in the amount of one and one-half percent (1-1/2%) per month on all amounts which are not paid to VIAMEDIA when due. VIAMEDIA shall not be liable for any amount owed by Advertiser to Agency or any other agency or service acting on behalf of Advertiser and Advertiser agrees to defend, indemnify and hold harmless VIAMEDIA for any such claims made against VIAMEDIA by Agency or any other such agency or service.

2. VIAMEDIA UNDERTAKINGS: VIAMEDIA will cablecast Advertiser's commercial advertising on the days or dates, approximate times and networks and for the spot lengths specified on the face of this Agreement. VIAMEDIA shall not be required to cablecast any commercial advertising for the benefit of any person or entity other than Advertiser. Failure of VIAMEDIA to cablecast all or any part of a commercial advertising at the time or on the network specified because of a defect or breakdown of lines or equipment, electrical or mechanical failure, a labor dispute, governmental action, scheduling or technical error, appropriation of the time for broadcasting the advertising, event or program that in the sole discretion of VIAMEDIA is deemed to be of public importance (including without limitation sponsored political advertising or programs) or any other cause beyond the reasonable control of VIAMEDIA (collectively, "Excused Cablecasts") shall not constitute a breach of this Agreement by VIAMEDIA or entitle Buyer to terminate this Agreement, and Viamedia's liability and responsibility for any Excused Cablecasts will not affect any rates of discounts or rebate allowances otherwise applicable under this Agreement. In lieu of granting Buyer a spot charge reduction, VIAMEDIA may elect to cablecast the commercial advertising for which there is an Excused Cablecast on a different day on a "make up" basis. If an Excused Cablecast is due to failure or either the aural or visual signal, but not both, the amount of the adjustment shall be subject to negotiation. VIAMEDIA reserves the right to change the day or time, or both, of the scheduled cablecast of Advertiser's commercial advertising. If the day or time to which VIAMEDIA proposes to make any change under this Agreement is not agreeable to Buyer and another time is not agreed upon, the applicable spots will be canceled automatically without VIAMEDIA or Buyer having any further liability or obligation under this Agreement with respect to those spots. Commercial advertising scheduled in programs following events, (such as feature films, sports or special programming of any kind) which run beyond their normally scheduled time, or commercial advertising scheduled in programs which are interrupted for any reason, will be scheduled automatically within the delayed program without prior notice to Buyer, and will be invoiced at the same rate as if the event had concluded at its normal or scheduled time, or there was no interruption. VIAMEDIA will have no liability with respect to the handling or forwarding of audience mail addressed to VIAMEDIA intended for use by or benefit of Buyer. Except as provided herein, VIAMEDIA shall not be liable to Buyer for any incidental, direct, indirect, special or consequential damages of any kind including, but not limited to, loss of business or profit, arising in any manner from or relating in any way to this Agreement.

3. COMMERCIAL MATERIAL: All commercial advertising will be furnished by and at the expense of Buyer and must conform to the programming and operating policies of VIAMEDIA, as in effect from time to time. No commercial advertising shall be substituted for any specified in this Agreement unless the style, format and nature or such substituted commercial advertising is acceptable to VIAMEDIA. VIAMEDIA has the continuing right to require Buyer to edit and modify its commercial advertising to the extent necessary to conform to the public interest and to the programming and operating policies of VIAMEDIA. VIAMEDIA reserves the right to choose to not cablecast any commercial advertising that does not in Viamedia's sole judgment conform to the public interest or to its programming and operating policies or that in the reasonable opinion of VIAMEDIA may violate the rights of others. VIAMEDIA further reserves the right to refuse to cablecast any commercial advertising where the technical quality of the tape of such commercial advertising as furnished by Buyer does not comply with Viamedia's technical standards. Unless at the time the commercial advertising is delivered to VIAMEDIA Buyer requests such material to be returned to the Buyer at the Buyer's cost, VIAMEDIA may destroy or discard such material following the term of this Agreement. Neither Buyer nor VIAMEDIA will authorize anyone to cablecast, broadcast or to otherwise utilize for any commercial purposes (other than for cablecast under this Agreement) the actual cablecast made by VIAMEDIA of the commercial advertising supplied by Buyer hereunder, whether such other use of the actual cablecast is by means of recording, video tape, film or otherwise. Nothing herein contained shall prevent Buyer from making subsequent uses of its advertising (as distinguished from the cablecast by VIAMEDIA of such advertising) supplied by Buyer under this Agreement.

4. INSERTION OF ADVERTISING: The number of subscriber homes receiving a commercial advertisement on any network in a particular DMA, zone or other subset is an estimate of potential total viewership of a network whether in SD, HD or other format, is periodically updated by VIAMEDIA, based on recognized industry standard assumptions and may vary from the actual number of subscriber homes based on various factors. Zone and other subset estimates are based upon viewership information provided to VIAMEDIA by third parties, as periodically adjusted by VIAMEDIA, and because of information not known to VIAMEDIA may differ from the actual number of subscribers. VIAMEDIA may not have the capability to insert on HD simulcast networks, or to deliver HD insertion by zone, and subscriber estimates for HD programming have not been adjusted for non-insertion. The number of subscribers capable of accessing VOD and other advanced advertising content is an estimate and may vary by the number of subscriber homes actually subscribing to the service, and other factors. Buyer grants VIAMEDIA the right to digitize, adjust, alter, reformat and modify commercial advertisements when technically necessary for the commercial advertisement to meet the technical requirements for delivery by zone, set top box and other advanced advertising platforms. A commercial advertisement delivered by zone through the utilization of set top box and other advanced advertising platforms shall be deemed delivered to all subscribers unless more than 10% of subscribers actively viewing a particular network through set top box delivery or other advanced advertising platforms that comprise the zone fail to receive the commercial advertisement because of subscriber interaction with the set top box or other factors.

5. WARRANTIES: Buyer warrants to VIAMEDIA that Buyer has all necessary rights for the use, performance and cablecast of all of the content of its commercial advertising, including all music therein. Buyer agrees to indemnify and hold harmless VIAMEDIA, its parent and affiliated companies, and their respective directors, officers, agents and employees against and from any claims, liability, loss and damage, including reasonable attorneys' fees, caused by or arising out of the cablecasting of Advertiser's commercial advertising (including without limitation claims for libel, slander, illegal trade practice, trademark or copyright infringement, and violation of privacy rights) or the breach by Buyer or this Agreement, and to defend at Buyer's expense any litigation instituted against VIAMEDIA resulting therefrom. The indemnity rights and defense obligations under this Agreement shall survive the termination or expiration of this Agreement and of Agency's status as advertising agency for Advertiser. If an advertising agency is a party to this Agreement, Agency represents and warrants that it has the authority from Advertiser, as Advertiser's agent for all purposes contemplated by this Agreement, including but not limited to arranging, contracting and paying for the cablecasting purchased herein, and if Agency is a time-buying service, Agency represents and warrants that it has the authority from the designated advertising agency to enter into this Agreement on behalf of such advertising agency and Advertiser.

6. TERMINATION: This Agreement is not subject to termination by Buyer prior to the completion of the term of this Agreement. VIAMEDIA reserves the right to terminate this Agreement at any time upon default by Buyer in payment of any amounts owed to VIAMEDIA under this Agreement or upon any other material breach of the terms or conditions of this Agreement by Buyer. Commercial advertising or programs may be canceled by Viamedia upon 14 days prior notice. Upon any such termination, all charges for cable casting completed prior to the date of termination shall become immediately due and payable. Further, Buyer shall be liable to pay VIAMEDIA as liquidated damages a sum equal to that which would have been payable to VIAMEDIA by Buyer under this Agreement for the cable casting of all the spots covered by this Agreement, less any amount which VIAMEDIA actually receives for the sale of the same time spots (net of all sale and other commissions payable by VIAMEDIA to employees or third parties for resale of such time spots.)

7. MISCELLANEOUS: This Agreement is subject to all federal, state and local laws and regulations, is not assignable without the prior written consent of VIAMEDIA, and shall be governed by the internal laws of the State of Pennsylvania, without regard to the choice of law principles thereof. If during the term of this Agreement Agency ceases to be the advertising agency for the Advertiser, the rights and duties of Agency hereunder shall inure to the benefit of and be binding on such other advertising agency as may be designated by Advertiser by written notice to VIAMEDIA and which is acceptable to VIAMEDIA as to financial responsibility. Any waiver of rights resulting from breach of any provision of this Agreement shall not be deemed to constitute a waiver of rights resulting from any previous or succeeding breach of the same or any other provision. The Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and may not be modified, except by an agreement in writing signed by the party against whom enforcement of the modification is sought. Viamedia's performance under this Agreement shall constitute its agreement to be bound by the terms hereof.

Client / Advertiser Initials



✓ Copy of Schedule:

BRC13
2019 Halloween Parades

Lehighton Halloween Parade

LIVE BRC13 Saturday Oct. 19th 4:00pm – 5:30pm

REPLAY BRC13 Sunday Oct. 20th 6:30pm – 8:00pm

Hosts: TBA

Palmerton Halloween Parade

LIVE BRC13 Sunday Oct. 20th 4:00pm – 5:30pm

REPLAY BRC13 Sunday Oct. 20th 8:00pm – 9:30pm

Hosts: TBA

Jim Thorpe Halloween Parade

LIVE BRC13 Saturday Oct. 26th 2:00pm – 3:00pm

REPLAY BRC13 Saturday Oct. 26th 8:30pm – 9:30pm

Hosts: TBA