CONDITIONS OF SALE, TERMS OF PAYMENT, CREDIT POLICY AND ADVERTISING POLICIES

1. Credit Application. WTVQ’s extension of credit is subject to WTVQ’s prior written approval following submission of a complete credit application. Agency and Advertiser hereby represent that the information contained in and submitted with such application is correct and complete.

2. No Credit Extended. Advertiser may not purchase advertising from WTVQ and thereby establish credit with WTVQ.

3. Confirmations. Agency and Advertiser are responsible for reviewing the Confirmation and notifying the WTVQ account executive of any possible discrepancy. If WTVQ does not receive a notice from Agency or Advertiser within seven (7) days from the date of the Confirmation, the Confirmation shall be deemed correct, and Advertiser and Agency will be responsible for payment. Once confirmed, Advertiser and Agency must provide WTVQ with at least two (2) weeks notice of cancellation.

4. Payment. Unless otherwise agreed or set forth herein, invoices are mailed within five (5) days following the end of the schedule and at the end of the broadcast month. Invoices shall contain date and exact time of telecast, length of commercial announcements, cost, and any commercial code which may have been supplied by the Advertiser or Agency. Invoices shall state that dates and times were taken from the official log, maintained by the Station, as required by FCC regulations. This statement, when sworn to by the Station, shall be the affidavit of performance and act as proof-of-performance. PAYMENT IS DUE WITHIN THIRTY (30) DAYS OF THE INVOICE DATE. In the event WTVQ pursues collection of past due amounts, WTVQ will be entitled to all costs of such collection, including but not limited to, its attorney’s fees. In the event WTVQ does not receive payment within ninety (90) days of the invoice date, WTVQ may elect to renew new advertising schedules for Advertiser, and may cancel Advertiser’s existing advertising schedules. Advertiser and Agency understand that, notwithstanding to whom invoices are rendered, Advertiser and Agency are and shall be jointly and severally obligated for payments under this Agreement. Agency or Advertiser may not offset or reduce Agency’s or Advertiser’s obligations hereunder for any reason.

5. Agency Commission. As further consideration for Agency’s agreement to the obligations set forth herein, WTVQ will pay to Agency a commission of fifteen percent (15%) of the amount paid by Advertiser on Agency’s behalf for each telecast generated by the agreed amount for the time reserved. WTVQ will exert all reasonable effort to telecast Material despite late receipt.

6. Substitution of Programs of Public Significance. All programs of public significance as required by the FCC, or otherwise made available to WTVQ, must be telecast. Should WTVQ fail to telecast such programs, Advertiser or Agency will receive a credit in an amount equal to five percent (5%) of the amount paid by Advertiser for the time reserved. In the event that WTVQ fails to telecast any portion of such programs, it must credit Advertiser or Agency in an amount equal to the monies attributable to that portion of the Program not aired. For example, if Advertiser pays for a Telecast of thirty (30) seconds of a Program, and WTVQ fails to accept the time, then Advertiser or Agency shall receive a credit in an amount equal to the monies attributable to that time period.

7. Failure to Telecast. If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes or for any other cause beyond the reasonable control of WTVQ, there is an interruption or cessation of both the audio and video signals of the commercial announcement or the program provided by Agency or Advertiser pursuant to this Agreement (collectively the “Material”), WTVQ may suggest a substitute time period for the telecast of the Material ("Make Good") at no cost to Advertiser. If no such Make Good is acceptable to Advertiser, then WTVQ shall issue a credit against Advertiser’s account as follows:
   a. With respect to Material that is more than three (3) minutes in length (a “Program”), a credit in an amount equal to the monies attributable to that portion of the Program not aired. For example, if WTVQ fails to telecast thirty (30) seconds of a Program, then Advertiser or Agency shall receive a credit in an amount equal to five percent (5%) of the amount payable to the Advertiser for the time reserved.
   b. With respect to Material that is three (3) minutes or less in length (a “Commercial Announcement”), a credit in an amount equal to the monies attributable to that failed airing of the Commercial Announcement.

8. Substitution of Programs of Public Significance. Agency shall have the benefit of the same discounts that would have been earned if there had been no interruption or cessation in the telecast.

   a. Unless otherwise noted in this Agreement, all Material shall be furnished by Advertiser or its Agency. All expenses incurred with the delivery of Material to WTVQ and with return thereof, if return is desired, shall be paid by Advertiser or Agency.
   b. If any Material and scheduling instructions do not arrive thirty-two (32) hours in advance of telecast date, WTVQ will notify Advertiser or Agency as soon as possible. If the Material and instructions do not arrive at WTVQ forty-eight (48) hours after WTVQ notification, Advertiser or Agency shall refund WTVQ the agreed amount for the time reserved.

10. Political Advertisements. Political advertisements shall be subject to WTVQ’s terms and conditions set forth on WTVQ’s Political Material Statement (the “PDS”). To the extent the PDS conflicts with the terms and conditions set forth herein, the PDS shall control.

11. Indemnification and Limitation of Liability.
   a. Agency and Advertiser hereby represent and warrant (i) they are free to enter into and perform their obligations under the Agreement; (ii) the Material comprises with all applicable laws and does not will nor will not violate or infringe the intellectual property rights, rights of privacy or publicity, or any other rights of any person or entity and does not and will not defame, libel or slander any person or entity; (ii) Agency and Advertiser have the right to grant to WTVQ the rights set forth in the Agreement, and (iv) there are no resources or in the future shall not be any charges, fees, license, and/or obligations that attach to or otherwise interfere with the use or telecast of the Material or WTVQ in accordance with this Agreement. Agency and Advertiser agree jointly and severally to hold and save harmless WTVQ, its officers, employees, directors, agents, related corporations, affiliates, networks, successors and assigns against (i) any breach by Agency or Advertiser of this Agreement, including but not limited to, the aforementioned representations or warranties; (ii) any liability resulting from the telecast or other use of Material except musical compositions licensed as stated below. The term liability includes all losses, damages, claims, costs, special, exemplary, punitive, incidental, consequential, indirect or special damages or expenses, including reasonable attorneys’ fees. WTVQ agrees to hold and save Agency and Advertiser harmless against all liability resulting from WTVQ’s use of programs not furnished by Agency or Advertiser.

   b. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, WTVQ MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY PRODUCT OR SERVICE PROMISED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS A MATERIAL INDUCEMENT FOR WTVQ TO PROVIDE THE SERVICES AT THE RATES AND CHARGES STATED HEREBIN, ADVERTISER AND AGENCY AGREE THAT, IN NO EVENT, SHALL WTVQ BE LIABLE FOR: (A) ANY LOSS, EXPENSE OR DAMAGE ASSOCIATED WITH AGENT, ADVERTISER OR A THIRD PARTY’S LOSS OF REVENUE, PROFITS, SAVINGS, BUSINESS OR GOODWILL, OR (B) ANY INDIRECT, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES AND EXPENSES OF ANY NATURE RELATING TO THIS AGREEMENT OR THE TELECAST SERVICES, ADVERTISER AND AGENCY’S SOLE AND EXCLUSIVE REMEDY IN THE CASE OF A BREACH OF THIS AGREEMENT BY WTVQ SHALL BE LIMITED TO A REFUND OF THE PRICE PAID FOR THOSE SERVICES NOT PROMISED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AS A RESULT OF WTVQ’S BREACH. THIS SECTION 11 SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THE AGREEMENT.

   a. WTVQ reserves the right to adjust rate grids at any time. This may cause all or some contracted spots to change section codes and therefore class of time.
   b. WTVQ shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to any material and other property furnished by Agency in connection with telecasts hereunder. WTVQ will not accept or process mail, correspondence, or telephone calls in connection with telecasts except after prior written approval.
   c. Advertiser may not assign this Agreement, in whole or in part, without obtaining the prior, written consent of WTVQ. WTVQ shall be under no obligation to telecast hereunder for the benefit of any Advertiser not named or described. Failure of WTVQ to enforce any of the provisions herein shall not be construed as a general relaxation or waiver as to any or other provision.
   d. WTVQ’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.
   e. This Agreement contains the entire agreement between the parties relating to the subject matter herein contained, and no change or modification of any of its terms and provisions shall be effective unless made in writing and signed by both parties. If Advertiser or Agency purchases online or print advertising in conjunction with its purchase of broadcast advertising hereunder, then such non-broadcast advertising shall be governed by WTVQ’s standard terms and conditions for online or print, as the case may be.
   f. No term or condition of this Agreement shall be deemed to have been waived, except by written instrument signed by the party charged with such waiver. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of some term or condition for the future or as to any act other than that specifically so waived.
   g. In the event any one or more of the provisions of this Agreement for any reason is held invalid, illegal, or unenforceable, that provision shall be replaced by the mutually acceptable valid, and enforceable provision that comes closest to the original intent of the parties.
   h. All notices hereunder shall be given in writing and sent by U.S. Mail or by facsimile at the addresses or facsimile numbers set forth in the Confirmation.

This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought to enforce this Agreement shall be brought in the state or federal court of the jurisdiction of the WTVQ station providing the telecast.

j. WTVQ does not and will not discriminate in any way on the basis of race and ethnicity, with respect to its advertising practices. No advertiser may use the station to discriminate on the basis of race or ethnicity and any contract entered into by an advertiser intending to discriminate on the basis of race or ethnicity will be null and void.

If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes or for any other cause beyond Advertiser’s or Agency’s control, the Material cannot be provided prior to the scheduled telecast hereunder, Advertiser or Agency shall not be liable to WTVQ. In such event, WTVQ shall suggest a substitute day and time period for the Material. If no such substitute day and time period is mutually agreed upon, WTVQ shall credit Advertiser or Agency for the time and/or program charges hereunder in the amount of money assigned to the time period and/or the program the time of purchase. Advertiser or Agency shall have no further recourse with regard to the telecast or any failure to provide the Material.