

# Trade Contract

To: Monona Terrace ("Advertiser")

Date: 03/20/2015

This letter is intended to confirm certain information with respect to a trade agreement that exists between the Advertiser and Sinclair Communications, LLC d/b/a WMSN-TV ("Station"). Unless I am contacted immediately, the following terms will be considered to be in accordance with your understanding of the trade.

Airtime on the Station will be exchanged for merchandise/services with a value of \$6,000.00 to be supplied by Advertiser, as set forth in Section 4 below, under and subject to the following terms:

1. Advertiser has agreed to order, and the Station has agreed to accept, commercial announcements with an aggregate net value of \$6,000.00 during the time stated in Section 3 below. The announcements will be used for advertising Monona Terrace. Such announcements will be valued at rates prevailing at the time such advertising is placed, in accordance with the Station's rate card. Advertiser shall furnish all commercial material for announcements and Advertiser shall be responsible for all production, duplication and integration costs associated with this material.
2. Advertiser may order said time on a spot announcement basis only. All announcement schedules are subject to:
  - a. Availability at time of offering; and,
  - b. Preemption, with or without notice, by the Station in its sole discretion.
3. The terms of this trade agreement will be from May 5, 2015 through November 29, 2015. In the event that Advertiser fails to order all or any portion of the advertising time granted herein within the time specified, carryover of such airtime will be at the sole discretion of the Station. Generally, a carryover will be granted only if the Station is unable to deliver said time due to lack of availability or technical difficulties.
4. In exchange for the airtime, and in full consideration of the rights herein granted to you, you agree to furnish the Station with the following merchandise/services:  
Promotional materials which will include reference to sponsorship whenever possible: logo on health and wellness e-flyers (1,800 sent per session), sign with sponsor logo at events, logo on the Monona Terrace website, sponsor materials at events, media releases to newspaper, radio, TV, magazine acknowledging sponsor, health and wellness ad with logo. Total trade value: \$6,000.00.  
  
This merchandise/service will be ordered and delivered as follows:  
Furnished to the station by advertiser.
5. If merchandise is involved, you hereby warrant that the merchandise delivered by you is new merchandise in good working condition.
6. Both parties agree to furnish proof of performance in the form of memo billings/invoices on an as-provided basis.
7. All announcements placed hereunder will be subject to the terms and conditions set forth in the Station's standard Conditions page that is attached hereto. *As modified, M.F. 3-20-15*
8. In no event shall this trade agreement, or the commercial time granted herein, be assigned, transferred, or offered for resale by Advertiser to any third party, agency, or time broker without the express written approval of the Station (which approval may be withheld in the Station's sole discretion), nor shall the trade be used in anyway other than as set forth herein.
9. All advertisements are subject to the prior approval of the Station and must comply with all of the Station's rules, policies, standards, and practices, with all Rules and Regulations of the Federal Communications Commission and with any applicable federal, state and local laws.
10. Sales and use taxes on merchandise/services supplied pursuant to this arrangement shall be the sole responsibility of the Advertiser. No agency or sales commissions on this arrangement will be payable by either party.
11. If the foregoing meets your approval, kindly so indicate by signing the original and duplicate of this letter in the space provided below and return same to me.

Accepted: Monona Terrace (Advertiser)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Yours Truly,  
Sinclair Communications, LLC d/b/a WMSN-TV

John Rogge  
John Rogge, Business Manager

Date: 3-20-15

Date: \_\_\_\_\_

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*[Faint, illegible text]*

## CONDITIONS – SPOT ADVERTISING

The person, firm or corporation (hereinafter called the "Agency") contracting for television time on behalf of the advertiser named on the face of this contract (hereinafter called the "Advertiser") and the station accepting this contract (hereinafter called the "Station") hereby agree that this contract shall be governed by the following conditions. In those cases where an advertiser has contracted for television time on its own behalf, the parties agree that the contract shall be governed by the following conditions, which will be deemed to be modified to substitute "Advertiser" for "Agency".

### 4. PAYMENT AND BILLING

(a) The Station will determine, in its sole discretion, whether to extend credit to Agency. If the Station decides not to extend credit, all payments must be cash in advance. If the Station decides to extend credit, the following subsections of this Section 4 shall apply:

(b) The Station will bill the Agency monthly using the standard broadcast month unless otherwise set forth on the face of this contract.

(c) Invoices shall contain advertiser/product, date, time and length of commercial announcement, cost and, if commercial code identifying each commercial announcement is supplied by the Agency, such code for each commercial announcement.

(d) Payment to the Station is due by the Agency within thirty (30) days of the invoice date unless otherwise set forth on the face of this contract. Late payments shall be subject to a service charge of one percent (1%) for each month or fraction thereof (or the maximum rate permitted by applicable law, if less) during which such amounts remain unpaid. In any action to recover any past due balances, the Station shall be entitled to recover its costs and expenses, including reasonable attorneys' fees.

(e) Agency is acting as an agent for the Advertiser, and shall be responsible for making payment on all billings hereunder. However, if the Agency does not provide payment to Station as required, regardless of whether or not Advertiser has paid Agency, the Advertiser shall be responsible to pay Station all outstanding amounts within thirty (30) days of written notice from Station.

### 2. CANCELLATION ON NOTICE

Unless stated on the face of the contract, (a) contracts of two (2) consecutive weeks or less are not cancellable, and (b) longer contracts are subject to cancellation upon two (2) weeks prior written notice, but no such cancellation shall be effective until two (2) telecast weeks have run.

### 3. CANCELLATION AS A RESULT OF BREACH

The Station reserves the right to cancel this contract upon default by the Agency or Advertiser in the payment of invoices or other material breach of the terms hereof at any time upon written notice. Upon such cancellation, all charges for telecasts completed hereunder and not paid shall become immediately due and payable, and the Station expressly reserves its right to recover any and all damages resulting from the breach of contract.

### 4. 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, including mechanical or electronic breakdowns, there is an interruption or omission of any commercial announcement contracted to be telecast hereunder, the Station may suggest a substitute time period for the broadcast of the interrupted or omitted commercial announcement. If no such substitute time period or makegood is acceptable to the Agency, the Station shall allow the Agency a reduction in time charges equal to the amount of money assigned to the commercial announcement at time of purchase. The Agency shall have the benefit of the same rates that would have been earned if there had been no interruption or omission in the telecast.

### 5. PREEMPTION RIGHTS

Except as otherwise specified on the face of the contract, and notwithstanding any commercial schedule provided to Agency or Advertiser, all commercial announcements are immediately preemptible without notice. In addition, and regardless of what is stated on the face of the contract, the Station has the right to preempt any commercial announcement covered by this contract in order to telecast any material which, in its sole and absolute discretion, it deems to be of public significance. In the event of preemption, the Station will offer a substitute day(s) and time(s) for airing and if the Agency and the Station cannot agree upon a satisfactory substitute day(s) and time(s), the commercial announcement(s) so preempted shall be deemed canceled without affecting the rates or rights provided under this contract, except that the Agency shall not have to pay the charge for the preempted commercial announcement(s).

### 6. RATES AND CHARGES

The Station reserves the right to increase rates, but no such increase shall be applied to telecasts under this contract unless the Agency is advised of such increase and its effective date and such increase is accepted by the Agency.

### 7. PROGRAM AND COMMERCIAL MATERIAL

(a) Unless otherwise noted on the face of this contract, all program material, excluding commercial announcements, shall be furnished by the Station, and commercial announcement material shall be furnished by the Agency. All expenses connected with the delivery of commercial announcements to the Station, and with return therefrom if return is directed, shall be paid by the Agency. The Station shall retain commercial material for sixty (60) days after last telecast and may destroy such material thereafter, unless otherwise instructed by the Agency in writing.

(b) The Agency furnished commercial material and scheduling instructions must arrive at the Station at least two (2) business days in advance of the telecast date. If such material and instructions do not arrive at least two (2) business days in advance of the telecast date, the Station may bill the Agency for the time reserved. The Station will exert reasonable effort to telecast material received from the Agency despite late receipt.

(c) Commercial material provided by the Agency is subject to the Station's sole and absolute approval, and the Station may exercise a continuing right to reject such material, including a right to reject for poor technical quality or if the Station deems that the material is unsuitable or contrary to the public interest. In the event that commercial material is deemed unsatisfactory, the Station shall notify

the Agency, and unless the Agency furnishes satisfactory material by two (2) business days prior to scheduled broadcast date, the Station shall have the right to substitute its own material and charge Agency for the time.

(d) The Station has the right to reject any commercial material upon notice to Agency. In the event the commercial material contains advertisements from certain advertisers, the Station shall notify the Agency, and unless the Agency furnishes satisfactory material by two (2) business days prior to scheduled broadcast date, the Station shall have the right to substitute its own material and charge Agency for the time.

(e) The Station has the right to display news crawls during program and commercial material for important public matters such as school closings and weather updates.

(f) The Agency represents that all commercial material furnished to Station (i) is closed captioned, if required by FCC regulations and in accordance with FCC requirements, (ii) complies with all applicable federal, state and local regulations and policies, and (iii) does not violate the rights of any third party.

### 8. BROADCAST LIABILITIES

The Station agrees to hold and save the Agency and the Advertiser harmless against all liability resulting from the broadcast of (a) program material except program material furnished by the Agency or Advertiser and (b) the performance of musical compositions licensed for broadcasting by a music licensing organization of which the Station is a licensee under a blanket performance license. The Agency and Advertiser, jointly and severally, agree to hold and save the Station harmless against all liability resulting from Agency's breach of this contract, and the broadcast of (y) commercial material or program material furnished by the Agency or Advertiser, including commercial limits within FCC guidelines, and (z) the inclusion of musical compositions for which Agency or Advertiser did not have the appropriate music licenses, including synchronization and master licenses or which is not licensed for broadcasting by a music licensing organization of which the Station is a licensee under a blanket performance license.

### 9. GENERAL

(a) The Station's obligations hereunder are subject to the licenses held by it and to applicable federal, state and local laws and regulations.

(b) The Station does not discriminate in the acceptance or placement of advertising on the basis of race, gender or ethnicity. Any order for advertising or advertising contract which includes any restriction in the placement of the advertising based on race, gender or ethnicity will not be accepted.

(c) The Station makes no warranty, guarantee or representation about (i) the Station, (ii) the Station's programming, (iii) other commercial spots on the Station and the placement of Agency's spots in relation thereto, and (iv) whether there will be any result or return from any commercial announcement or other advertising contracted hereunder.

(d) The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss of or damage to material furnished to Station.

(e) This contract, including the rights under it, may not be assigned or transferred without first obtaining the consent of the Station in writing, nor may the Station be required to broadcast hereunder for the benefit of any other advertiser than the one named on the face of this contract.

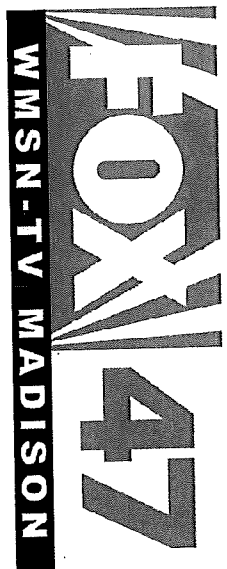
(f) Failure of the Station or the Agency to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision.

(g) This contract contains the entire agreement between the parties relating to the subject matter herein contained and cancels and supersedes all previous or contemporaneous contracts, agreements, arrangements, representations, warranties and understandings (whether oral or written, express or implied) by, between or among the parties with respect to the subject matter hereof. No change in its terms and provisions shall be effective unless made in writing.

(h) The Station has the right to change these conditions by sending written notice to Agency; if Agency does not agree with said changes it must send Station written notice rejecting said changes within thirty (30) days of Station's notice or the changes will be deemed accepted; upon receipt of Agency's notice (if any), Station shall have the option of (i) terminating the contract, or (ii) continuing under the contract with the conditions unchanged.

(i) The Agency must notify the Station in writing of any claims or disputes regarding television time within ninety (90) days of the date of broadcast; any claims or disputes not raised during said time period will be deemed waived. IN NO EVENT SHALL THE STATION BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OF ANY KIND, ARISING OUT OF OR RELATING TO THIS CONTRACT. IN THE EVENT OF A BREACH OR ALLEGED BREACH BY THE STATION, ANY LIABILITY ON THE PART OF THE STATION SHALL BE LIMITED TO THE AMOUNT RECEIVED BY THE STATION UNDER THIS CONTRACT, OR, IF LESS, THE AMOUNT OF MONEY ASSIGNED AND ACTUALLY RECEIVED BY THE STATION WITH RESPECT TO THE COMMERCIAL ANNOUNCEMENT(S) SUBJECT TO ANY CONTROVERSY.

(j) This contract shall be governed by the laws of the state where the Station is located (regardless of the laws that might be applicable under principles of conflicts of law) and the parties hereby submit to personal jurisdiction of any court located in the county/city where the Station is located, and hereby waive any objection to the venue of such court.



## Monona Terrace Health & Wellness Sponsorship Package

### 40 On-Air Spots (\$5,000)

- 40 x :30s On-Air Awareness Spots
  - Tue 5/5 – Fri 5/29 (Tue – Fri) = Piyo at Monona Terrace
    - 10 spots 4p – 7p @ \$125 = \$1,250
  - Mon 6/1 – Mon 6/29 (Sun - Wed) = T'ai Chi at Monona Terrace
    - 10 spots 4p – 7p @ \$125 = \$1,250
  - Tue 9/11 – Fri 10/2 (Tue - Fri) = Piyo at Monona Terrace
    - 10 spots 4p – 7p @ \$125 = \$1,250
  - Sun 10/11 – Mon 11/29 (Sun - Tue) = Meditation at Monona Terrace
    - 10 spots 4p – 7p @ \$125 = \$1,250

### Production (Valued at \$2,500)

### On-line Digital (Valued at \$1,500)

- [www.Fox47.com](http://www.Fox47.com)
- Tile Ad under Community Features w/ Click-Thru
- Social Media
  - Posts to Facebook.com/FoxMadison
  - Posts to Twitter.com/Fox47Madison

**Total Fox47 Proposal = \$9,000 (1.5 to 1 ratio)**