

**BEFORE THE
FEDERAL ELECTION COMMISSION**

Lisa Roberts, Executive Director
Maine Democratic Party
320 Water Street, 3rd Floor
Augusta, ME 04330

Complainant,

v.

1820 PAC
PO Box 15283
Washington, DC 20003

Thomas Datwyler, Treasurer
499 S. Capitol St. SW #407
Washington, DC 20003

Senator Susan Collins
PO Box 1096
Bangor, ME 04402

Collins for Senator and Elizabeth McCandless, Treasurer
PO Box 1096
Bangor, ME 04402

Respondents.

MUR # 7646

2019 SEP 30 PM 2:18

OFFICE OF
GENERAL COUNSEL

COMPLAINT

This complaint is filed pursuant to 52 U.S.C. § 30109(a)(1) against 1820 PAC and its treasurer, Thomas Datwyler, in his official capacity; Senator Susan Collins; and Collins for Senator and its treasurer, Elizabeth McCandless, in her official capacity (together, “Respondents”) for violations of the Federal Election Campaign Act of 1971, as amended (the “Act”) and Federal Election Commission (“Commission”) regulations. According to publicly available information, 1820 PAC made an almost \$300,000 impermissible in-kind contribution to the campaign committee of U.S. Senator Susan Collins by producing and airing a television

advertisement that republishes material that was originally prepared by Collins' campaign. The Act and FEC regulations recognize that if a third-party entity pays to distribute materials, such as photos or video, prepared by a candidate's campaign, the candidate directly benefits from the payment made by the third-party entity. Accordingly, the Act treats the republication of a candidate's campaign materials as a contribution to the candidate. This rule is designed in large part to prevent Super PACs like 1820 PAC, which may raise unlimited contributions from sources that are ordinarily prohibited under the Act, from using their funds to subsidize candidate communications. 1820 PAC paid to produce and air a television advertisement that is almost entirely comprised of footage from the Collins for Senator YouTube page. The payment by 1820 PAC for this advertisement is a blatant violation of the FEC's republication rule and a prohibited in-kind contribution from 1820 PAC to Collins for Senator. Given the egregious nature of this violation, the Commission should immediately investigate and prevent 1820 PAC from committing future violations.

FACTUAL BACKGROUND

Senator Collins is currently running for re-election to the U.S. Senate in Maine.¹ Her principal campaign committee is Collins for Senator.² On July 18, 2019, Collins for Senator posted a six-minute video on its public YouTube account entitled "Susan Collins - 2019 4k footage."³ There is no text or spoken audio associated with the video - it consists of brief clips of Collins in various environments interacting with constituents.

¹ Susan M. Collins, FEC Form 2, <https://docquery.fec.gov/pdf/144/201907089150456144/201907089150456144.pdf>.

² *Id.*

³ "Susan Collins - 2019 4k footage," Collins4Senator, YouTube (Jul. 18, 2019) <https://www.youtube.com/watch?v=h0mT9P9tAFc>.

1820 PAC is an independent-expenditure only political committee (a “Super PAC”), which was established on March 1, 2019.⁴ On September 13, 2019, 1820 PAC uploaded a 30-second advertisement supporting Senator Collins onto its YouTube page, titled “Maine Tradition.”⁵ The first 22 seconds of the 30-second ad consists entirely of footage that also appears in the YouTube video on Collins for Senator’s YouTube page.⁶ On September 17, 2019, 1820 PAC filed a 48-hour report disclosing a \$276,780.00 independent expenditure for “Media Placement” in support of Susan Collins.⁷ On September 16, 2019, 1820 PAC began running an advertisement on WMTW TV in Westbrook, Maine that is described as “pro Susan Collins,” “ranked most bipartisan, delivered affordable healthcare to veterans, protected jobs,” a description that matches the content of “Maine Tradition.”⁸

LEGAL ANALYSIS

1820 PAC made an almost \$300,000 illegal contribution to Senator Collins’ campaign by paying for a television advertisement that republished Collins’ campaign material. Under Commission regulations, “[t]he financing of the dissemination, distribution, or republication, in whole and in part . . .” of campaign materials prepared by a candidate or the candidate’s authorized committee is considered a contribution from the entity making the expenditure to the candidate who prepared the material “. . . for the purposes of contribution limitations and reporting responsibilities of the person making the expenditure.”⁹ The candidate who prepared

⁴ 1820 PAC, FEC Form 1 Statement of Organization (filed March 1, 2019)

<https://docquery.fec.gov/pdf/465/201903019145599465/201903019145599465.pdf>

⁵ “Maine Tradition,” 1820 PAC, YouTube, https://www.youtube.com/watch?v=58R8_j_Bn6k.

⁶ *See id.*

⁷ 1820 PAC, 24/28 Hour Report of Independent Expenditures (filed Sept. 16, 2019)

<https://docquery.fec.gov/pdf/905/201909169163326905/201909169163326905.pdf>

⁸ Agreement Form for Non-Candidate/Issue Advertisements, WMTW TV, Westbrook, Me (Sept. 16, 2019) (attached as Exhibit A).

⁹ 11 C.F.R. § 109.23(a). There are several exceptions to this rule, which are not applicable in this situation: (1) republication by the candidate or candidate committee who prepared the material; (2) republication of material by an opponent of the candidate who prepared the material; (3) republication by the press; (4) republication of a brief

the material receives, and is required to report, an in-kind contribution if the candidate or its agents coordinated with the entity that republished the materials, for example by requesting or suggesting that the entity pay to distribute the campaign materials.¹⁰

The Commission has dismissed allegations that third parties republished campaign materials without reporting the communications as in-kind contributions when the campaign materials at issue were incidental to the communication, in particular where campaign materials “comprise only a small portion” of the communication in question.¹¹ The sponsor of an advertisement may “incorporate *as background footage brief segments* of video footage posted on publicly accessible websites by authorized committees of federal candidates.”¹² Ultimately, the purpose of the republication provision is to “capture situations where third parties, in essence, subsidize a candidate’s campaign by expanding the distribution of communications whose content, format, and overall message are devised by the candidate.”¹³

Far from utilizing “brief segments” of “background footage,” the 1820 PAC advertisement consists almost entirely of footage created and disseminated by Collins’ campaign.¹⁴ With the exception of 8 seconds at the end, the visual content of the advertisement is completely comprised of republished materials prepared and distributed by Collins for Senator. By making expenditures to disseminate an advertisement, over seventy percent of which is footage created by the Collins’ campaign, 1820 PAC essentially paid to air Collins’ own

quote of materials that demonstrate a candidate’s position; and (5) republication by a national or state party committee as a coordinated expenditure. *Id.* § 109.23(b).

¹⁰ *Id.*; 11 C.F.R. § 109.21(d)(6).

¹¹ Statement of Reasons, Comm’r. Hans A. von Spakovsky and Ellen L. Weintraub, Matter Under Review 5743 (EMILY’s List), at 4. *See also* FEC Matter Under Review 6840 (All Citizens for Mississippi) (dismissing a complaint where a campaign photograph constituted just one-sixth of the advertisement’s dimensions).

¹² Statement of Reasons of Vice Chairman Matthew S. Peterson and Commissioners Caroline C. Hunger and Lee E. Goodman, FEC Matters Under Review 6603, 6777, 6801, 6870, 6902 (emphasis added).

¹³ Statement of Reasons of Chair Caroline C. Hunter and Commissioners Donald F. McGahn and Matthew S. Peterson, at 4, FEC Matter Under Review 6357.

¹⁴ “Maine Tradition,” 1820 PAC, YouTube, https://www.youtube.com/watch?v=58R8_jBn6k.

advertisement. The narrow exceptions to the republication rule clearly do not apply to this situation where a PAC has created and is distributing a communication almost entirely comprised of footage that the campaign created. The entire cost the ad - including over \$275,000 in media placement costs¹⁵ - is therefore an impermissible contribution to the Collins campaign.

REQUESTED ACTION

In light of the foregoing, the Commission should immediately investigate whether 1820 PAC made as much as \$275,000 in impermissible contributions to Collins for Senator by republishing campaign material. The Commission should further investigate whether Senator Collins and Collins for Senator may have coordinated with 1820 PAC, which would mean that they accepted an impermissible contribution in violation of the Act and Commission regulations. If a violation is found, we respectfully request that the Commission enjoin Respondents from further violations, and fine Respondents the maximum amount permitted by law.

Sincerely,

 9/26/19

Lisa Roberts, Executive Director
Maine Democratic Party
320 Water Street, 3rd Floor
Augusta, ME 04330

SUBSCRIBED AND SWORN to before me this 26th day of September, 2019.


Notary Public

JENNIFER E. MELCHER
Notary Public - Maine
My Commission Expires Dec 6, 2025

¹⁵ 1820 PAC, 24/28 Hour Report of Independent Expenditures (filed Sept. 16, 2019)
<https://docquery.fec.gov/pdf/905/201909169163326905/201909169163326905.pdf>.

My Commission Expires:

OFFICE OF
GENERAL COUNSEL

2019 SEP 30 PM 2:19

AGREEMENT FORM FOR NON-CANDIDATE/ISSUE ADVERTISEMENTS

Station and Location: WMTW TV Westbrook, Me	Date: 9/16/2019
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I, Betsy Vonderheid

do hereby request station time concerning the following issue:

1820 PAC - pro Susan Collins

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
		As Ordered	WO# 1920145 9/17-9/23		

This broadcast time will be used by: 1820 PAC

NAB Form PB-18 Issues

**THIS PAGE MUST BE COMPLETED FOR PROGRAMMING THAT
"COMMUNICATES A POLITICAL MATTER OF NATIONAL IMPORTANCE."
FOR ALL OTHER ISSUE ADS, PLEASE GO TO PAGE 3.**

Programming that "communicates a political matter of national importance" includes (1) references to legally qualified candidates (presidential, vice presidential or congressional); (2) any election to Federal office (e.g., any references to "our next senator", "our person in Washington" or "the President"); and (3) a national legislative issue of public importance (e.g., Affordable Care Act, revising the IRS tax code, federal gun control or any federal legislation).

Does the programming (in whole or in part) communicate "a message relating to any political matter of national importance?"	
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

For programming that "communicates a message relating to any political matter of national importance," list the name of the legally qualified candidate(s) the programming refers to, the offices being sought, the date(s) of the election(s) and/or the issue to which the communication refers (if applicable):

pro Susan Collins R/Sen - ranked most bipartisan, delivered affordable healthcare to veterans, protected jobs

I represent that the payment for the above described broadcast time has been furnished by (name and address):

1020 PAC 499 South Capitol St. SW #405 Washington DC 20003
--

and you are authorized to announce the time as paid for by such person or entity (hereinafter referred to as the "sponsor").

List the chief executive officers or members of the executive committee or the board of directors below (or attach separately):

Treasurer: Thomas Datwyler * Can't find other names
--

For programming that "communicates a message relating to any political matter of national importance," attach Agreed Upon Schedule (Page 5)

NAB Form PB-18 Issues

TO BE COMPLETED FOR ALL ISSUE ADVERTISEMENTS

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

The Sponsor agrees to indemnify and hold harmless the station for any damages or liability, including reasonable attorney's fees, that may ensue from the broadcast of the above-requested advertisement(s). For the above-stated broadcast(s), the sponsor also agrees to prepare a script, transcript, or tape, which will be delivered to the station at least _____ before the time of the scheduled broadcasts.

TO BE SIGNED BY ISSUER ADVERTISER (SPONSOR)

9/16/2019

Date

Betsy Vandenberg

410-703-7664

Contact Phone Number

TO BE SIGNED BY STATION REPRESENTATIVE

Accepted

Accepted in Part

Rejected

[Signature]
Signature

Douglas Alpert
Printed Name

N/A
Title

NAB Form PB-18 Issues

AGREED UPON SCHEDULE

**For All Issue Advertisements That Communicate a Message Relating to Any
Political Matter of National Importance**

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

Attach proposed schedule with charges (if available):

AFTER AIRING OF BROADCASTS:

Attach invoices or Schedule Run Summary to this Form showing:

- (1) actual air time and charges for each spot;
- (2) the date(s), exact time(s) and reason(s) for Make-Good(s), if any; and
- (3) the amount of rebates given (identify exact date, time, class of broadcast and dollar amount for each rebate), if any.

Note: Because the FCC requires that the political file contain the actual time the rate for spots "communicating a political matter of national importance" air, that information should be included in the file as soon as possible. If that information is only generated monthly, the file should include the name of a contact person who can provide the times that and rates for specific spots aired. The FCC's online political files include a folder for "Terms and Disclosures." NAB suggests that, for stations subject to the online public file rule, the names of contact person(s) be placed in that folder.

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CONTRACT



WMTW
 4 Ledgeview Drive
 Westbrook, ME 04092
 (207)835-3888

www.wmtw.com

And:

SRCP Media Inc
 201 North Union Street
 Ste 200
 Alexandria, VA 22314

Contract / Revision 1920145 /		Alt Order # 26588988
Advertiser 1820 PAC		Original Date / Revision 09/16/19 / 09/16/19
Contract Dates 09/17/19 - 09/23/19	Estimate # 1882	
Product Tu-Mon week		
Billing Cycle EOM/EOC	Billing Calendar Broadcast	Cash/Trade Cash
Property WMTW	Account Executive Shepard Ritzen	Sales Office Eagle-Philadelp
Special Handling		
Demographic Adults 35+		
Agency Code	Advertiser Code 231	Product 1/2 643
Agency Ref	Advertiser Ref	

Unless specified on the line levels below, the Class of Time purchased is Immediately Pre-emptible without Notice

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
N 1	WMTW	09/17/19	09/23/19	M-F 5a-6a	5-6a		:30			NM	5	\$1,000.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/17/19	09/23/19	MTWTF--				5	\$200.00			
N 2	WMTW	09/17/19	09/23/19	M-F 6a-7a	6-7a		:30			NM	5	\$1,375.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/17/19	09/23/19	MTWTF--				5	\$275.00			
N 3	WMTW	09/17/19	09/23/19	LIVE WITH KELLY & RYAN	9a-10a		:30			NM	5	\$625.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/17/19	09/23/19	MTWTF--				5	\$125.00			
N 4	WMTW	09/17/19	09/23/19	The View	1058a-12p		:30			NM	5	\$500.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/17/19	09/23/19	MTWTF--				5	\$100.00			
N 5	WMTW	09/17/19	09/23/19	ACCESS HOLLYWOOD DAY	1230-1p		:30			NM	5	\$325.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/17/19	09/23/19	MTWTF--				5	\$65.00			
N 6	WMTW	09/17/19	09/23/19	Ellen	3-4P		:30			NM	5	\$500.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/17/19	09/23/19	MTWTF--				5	\$100.00			
N 7	WMTW	09/17/19	09/23/19	NEWS 8 @ 4P	4-5P		:30			NM	5	\$1,750.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/17/19	09/23/19	MTWTF--				5	\$350.00			
N 8	WMTW	09/17/19	09/23/19	NEWS 8 @ 5P	5-6P		:30			NM	5	\$1,750.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/17/19	09/23/19	MTWTF--				5	\$350.00			
N 9	WMTW	09/17/19	09/23/19	NEWS 8 @ 6P	6P-7P		:30			NM	5	\$2,500.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/17/19	09/23/19	MTWTF--				5	\$500.00			

(* Line Transactions: N = New, E = Edited, D = Deleted)

This contract is subject to the Standard Terms and Conditions for Purchase of Broadcast Advertising, which can be reviewed at the following URL: www.hearst.com/newsroom/hearst-television-advertising-sales

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

Station, and its parent company, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.



WMTW
 4 Ledgeview Drive
 Westbrook, ME 04092
 (207)835-3888

www.wmtw.com

<u>Contract / Revision</u>	<u>Alt Order #</u>
1920145 /	26588968

<u>Advertiser</u>	<u>Original Date / Revision</u>
1820 PAC	09/16/19 / 09/16/19

<u>Contract Dates</u>	<u>Product</u>	<u>Estimate #</u>
09/17/19 - 09/23/19	Tu-Mon week	1862

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
N 10	WMTW	09/17/19	09/23/19	WHEEL OF FORTUNE	7P-730P		:30			NM	2	\$1,400.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/17/19	09/23/19	MTWTF--				2	\$700.00			
N 11	WMTW	09/17/19	09/23/19	JEOPARDY	730P-8P		:30			NM	2	\$1,800.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/17/19	09/23/19	MTWTF--				2	\$900.00			
N 12	WMTW	09/17/19	09/23/19	Late News	M-F 11-1135p, Sa-		:30			NM	5	\$1,000.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/17/19	09/23/19	MTWTFSS				5	\$200.00			
N 13	WMTW	09/21/19	09/22/19	Sat/Sun 5a-8a News	5a-8a		:30			NM	1	\$200.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/16/19	09/22/19	-----SS				1	\$200.00			
N 14	WMTW	09/23/19	09/23/19	DANCING WITH STARS	Prime Other		:30			NM	1	\$900.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/23/19	09/29/19	M-----				1	\$900.00			
N 15	WMTW	09/17/19	09/23/19	GENERAL HOSPITAL	2-3P		:30			NM	4	\$400.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/17/19	09/23/19	MTWTF--				4	\$100.00			
N 16	WMTW	09/17/19	09/23/19	GMA DAY	1-2p		:30			NM	1	\$75.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/17/19	09/23/19	MTWTF--				1	\$75.00			
Totals											61	\$16,100.00

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
08/26/19 -09/23/19	61	\$16,100.00	(\$2,415.00)	\$13,685.00
Totals	61	\$16,100.00	(\$2,415.00)	\$13,685.00

Signature: _____ Date: _____

(* Line Transactions: N = New, E = Edited, D = Deleted)

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

Station, and its parent company, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.

STANDARD TERMS AND CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity contracting to purchase Advertising on its own behalf ("Advertiser"), or on behalf of the advertiser named on the face of the advertising purchase contract or media order ("Agency"), (collectively known as "Purchaser") and the station accepting this contract ("Station") hereby agree that the advertising purchase contract, or media order, shall be governed by the conditions and terms set forth below. Advertising shall encompass the purchase of advertising time, sponsorships, program content and/or other services ("Ads") distributed by Station through either a broadcast signal or the retransmission or other distribution of a broadcast signal ("collectively known as "Distribution"). Digital Advertising will be governed by the Digital Terms and Conditions which can be found at <http://www.hearst.com/newsroom/hearst-television-digital-advertising-terms-conditions> and incorporated here.

1. BILLING AND PAYMENTS

(a) Station will, from time to time at intervals following Distribution hereunder, bill Purchaser at the address listed on the purchase contract or media order. Payment shall be made in advance of Distribution unless credit arrangements acceptable to Station have previously been made in writing, in which event payment shall be made no later than 30 days after receipt by Purchaser of Station invoice. Station reserves the right to cancel credit arrangements at any time with or without notice for whatever reason. Purchaser agrees to notify Advertiser of the terms and conditions herein immediately.

(b) Purchaser is acting as agent for a disclosed principal (i.e., the Advertiser named on the purchase contract or media order) and Purchaser (unless otherwise specified in writing) will act as agent for making payment on all invoiced amounts hereunder. This stipulation cannot be amended without prior written authorization from the station. Purchaser and Advertiser shall be jointly liable for the payment of sums due hereunder, but Station agrees to look initially to Purchaser for the payment of sums due hereunder, unless Purchaser fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to Purchaser on all unpaid billings for services rendered including all applicable taxes by Station hereunder (excluding advertising agency commissions). If Station has not received payment from Purchaser within 60 days from the due date of the invoice, Station may consider the invoice to be delinquent and may invoice or contact the Advertiser directly for payment after notifying the Purchaser of its intention. Nothing herein contained relating to the payment of invoiced amounts by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If the purchase contract or media order is with a media buying service, all references herein to Purchaser shall apply to the media buying service.

2. TERMINATION

(a) Unless otherwise specified in writing, either party may terminate a purchase contract or media order, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Purchaser, termination shall not be effective until after two (2) weeks of Distribution hereunder. If Purchaser so terminates this contract, it shall pay Station at the earned rate for all Ads pursuant to the purchase contract or media order through the effective date of termination.

(b) Station may, upon notice to Purchaser, terminate the purchase contract or media order at any time; (i) upon material breach by Purchaser; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Purchaser's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Purchaser's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.

(c) Purchaser may, upon notice to Station, terminate the purchase contract or media order at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual non-cancellable out-of-pocket

costs necessarily incurred by Purchaser in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Purchaser gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.

(d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

3. OMISSION OF DISTRIBUTION

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to distribute any or all of the Ads, announcement(s) or programs to be distributed hereunder, Station shall not be in breach hereof, but Purchaser shall be entitled to an adjustment as follows: (i) if no part of a scheduled Distribution is made, a later Distribution shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted Distribution shall be waived; (ii) if a material part, but not all, of a scheduled is omitted, a later Distribution shall be made at a reasonable substitute date and time. The foregoing shall not deprive Purchaser of the benefit of any discounts which it would have earned hereunder if the Distribution had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to cancel any Ads or portion thereof covered by the purchase contract or media order in order to distribute any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Purchaser of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the Distribution so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Purchaser will not have to pay Station any charges allocable to the canceled Distribution.

5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed Jul 2017

(i.e., not a pre-emptible) rate, and it is so indicated on the face of the contract or media order, Station may preempt at its sole discretion for any reason, provided that for purposes of clarification, notwithstanding anything to the contrary herein, fixed rate time may be preempted to comply with the Communications Act. In the event of preemption or omission, Purchaser shall be accorded another Distribution at a reasonably satisfactory substitute date and time, at no additional charge therefor.

6. PURCHASER MATERIAL

All commercial materials (if so specified on the face of the purchase contract or media order, all program materials, including talent) shall be furnished by Purchaser and delivered to Station at Purchaser's sole cost and expense. Purchaser shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of Distribution. All materials furnished by Purchaser (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Purchaser to edit such materials. Station will not be liable for loss or damage to Purchaser's material or, even if accepted by Station, for communications from others.

If Purchaser requests within 30 days of last Distribution hereunder, Station will, at Purchaser's expense, return Purchaser material to Purchaser. If Purchaser does not so request, Station has the right to dispose of all Purchaser material any time after 60 days following the last Distribution hereunder.

Purchaser and/or Advertiser, represent that the commercial materials provided shall (i) not infringe the copyright, ownership or authorship of any third party; (ii) be free and clear for Distribution without obtaining any further consents or approvals; and (iii) not be defamatory, libelous, pornographic, obscene or otherwise unlawful. In addition, Advertiser shall represent it has a reasonable basis for all claims made within the Ads, possesses appropriate documentation to substantiate such claims, and it has sole right, title, interest or permission to make use of the names, logos and/or trademarks used in the Ads.

Advertiser and Agency, jointly and severally, represent, warrant, and covenant that the advertising supplied to Station, including any music contained therein, is

rights-cleared for exhibition, distribution, performance, and/or retransmission by broadcast television, including on a mobile DTV (ATSC M/H or successor standard) basis, and by any multichannel video programming distributor or any other video delivery system, including, but not limited to, streaming over the Internet or distribution on a TV-Everywhere-type and/or OTT basis, whether on a linear, video-on-demand, start-over, or look-back basis.

7. INDEMNIFICATION

Purchaser hereby represents and warrants to Station that Station and its licensees have the right to distribute the Ads and all commercial materials without

Infringing or violating the rights of any party or violation of any law, rule or regulation. Purchaser agrees, at its or their own expense, to indemnify, defend and hold harmless Station, its licensees, and its and their parent companies, employees, officers, directors, representatives, agents and affiliates, from and against any and all claims (including but not limited to, claims of trademark or copyright infringement, libel, defamation, false, deceptive or misleading advertising or sales practices), demands, suits, actions, proceedings, damages, losses, costs and expenses (including reasonable attorneys' fees and costs) and other liabilities of any kind whatsoever arising out of or related to (a) the Distribution of any advertisement hereunder, (b) the commercial materials or any matter or thing contained in any Ad, and/or (c) any material of Purchaser in which viewers or users can link through any Ad. Advertiser and Purchaser shall be jointly and severally liable and responsible for fulfilling indemnification obligations hereunder. Purchaser represents and warrants that it has the authority, as agent, to bind Advertiser to these Terms and Conditions and the purchase contract or media order. The provisions of this Paragraph 7 shall survive the expiration or termination of these Terms and Conditions and any purchase contract or media order.

8. CONSEQUENTIAL DAMAGES

STATION SHALL NOT BE LIABLE TO THE ADVERTISER, ITS PURCHASER OR ANY THIRD PARTY UNDER OR IN RELATION TO THESE TERMS OR ANY PURCHASE CONTRACT OR MEDIA ORDER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND OR NATURE, UNDER POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL STATION'S LIABILITY UNDER OR IN RELATION TO THESE ANY THEORY OF LAW OR EQUITY, AND WHETHER OR NOT STATION HAS BEEN ADVISED OF THE TERMS OR ANY INSERTION ORDER EXCEED THE FEES ACTUALLY PAID TO STATION FOR THE ADVERTISEMENT GIVING RISE TO SUCH LIABILITY.

9. GENERAL

(a) Station will distribute the Ads, announcements and programs covered by the purchase contract or media order on the dates and at the approximate Distribution periods provided on the face hereof.

(b) The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commercial materials and other property furnished by the Agency in connection with Distributions hereunder. The Station will not accept or process mail, correspondence, or telephone calls in connection with Distribution except after its prior approval.

(c) Interest charges and reasonable collection fees may be applied to past due amounts at the rate of 1.5 percent per month (or less, the maximum lawful interest rate) beginning on the 61st day.

(d) Purchaser shall not assign this contract. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for Distributions thereafter. Station is not required to distribute hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.

(e) The purchase contract or media order contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. If there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. For information relating to political advertising, Agency and Advertiser are encouraged to request Station's current political advertising disclosure statement.