

City of Fort Pierce W25-54 STC Single 30s 26wks 6.17.16

West Palm Beach-Boca Raton 4BK Nov14+Feb15+May15+Jul15 C-DMA Nielsen Live+7

Client: Ft. Pierce Urban Redevelopment

Buyer: Elizabeth Woodruff

Advertiser: City of Ft. Pierce Urban Redevelopment

Product:

Sched Dates: October 3, 2016 - April 2, 2017

Lengths: 30  
Dayparts: DT : RT

Network	Daypart	Program	Start Date	End Date	Unit Dur	Avg Units/Wk	Active Weeks	Rate	Total Units	Cost
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2058. Stuart-Southern Treasure Coast

BET



M-Su 6a-12n  
M-Su 12n-5p  
M-Su 5p-12m

VARIOUS  
VARIOUS  
VARIOUS

30  
30  
30

1  
2  
1

26  
26  
26

\$ .86  
\$1.89  
\$3.60

26  
52  
26

\$22.36  
\$98.28  
\$93.60

BRVO



M-Su 6a-12n  
M-Su 12n-5p  
M-Su 5p-12m

VARIOUS  
VARIOUS  
VARIOUS

30  
30  
30

1  
2  
1

26  
26  
26

\$ .86  
\$2.92  
\$12.59

26  
52  
26

\$22.36  
\$151.84  
\$327.34

CNN



M-Su 6a-12n  
M-Su 12n-5p  
M-Su 5p-12m

VARIOUS  
VARIOUS  
VARIOUS

30  
30  
30

1  
2  
1

26  
26  
26

\$4.00  
\$2.78  
\$5.86

26  
52  
26

\$104.00  
\$144.56  
\$152.36

ENT



M-Su 6a-12n  
M-Su 12n-5p  
M-Su 5p-12m

VARIOUS  
VARIOUS  
VARIOUS

30  
30  
30

1  
2  
1

26  
26  
26

\$.86  
\$2.01  
\$7.00

26  
52  
26

\$22.36  
\$104.52  
\$182.00

FAM



M-Su 6a-12n  
M-Su 12n-5p  
M-Su 5p-12m

VARIOUS  
VARIOUS  
VARIOUS

30  
30  
30

1  
2  
1

26  
26  
26

\$1.88  
\$5.26  
\$8.68

26  
52  
26

\$48.88  
\$273.52  
\$225.68

FOOD



M-Su 6a-12n  
M-Su 12n-5p  
M-Su 5p-12m

VARIOUS  
VARIOUS  
VARIOUS

30  
30  
30

1  
2  
1

26  
26  
26

\$1.95  
\$4.42  
\$7.02

26  
52  
26

\$50.70  
\$229.84  
\$182.52

HGTV

M-Su 6a-12n

VARIOUS

30

1

26

\$4.01

26

\$104.26



Network  
Daypart  
Program

Start Date

End Date

Unit Dur

Avg Units/Wk

Active Weeks

Rate

Total Units

Cost

M-Su 12n-5p  
M-Su 5p-12m

VARIOUS  
VARIOUS  
VARIOUS

30  
30  
30

2  
1

26  
26  
26

\$12.04  
\$14.71

52  
26

\$626.08  
\$382.46



M-Su 6a-12n  
M-Su 12n-5p  
M-Su 5p-12m

VARIOUS  
VARIOUS  
VARIOUS

30  
30  
30

1  
2  
1

26  
26  
26

\$3.69  
\$1.05  
\$2.64

26  
52  
26

\$95.94  
\$54.60  
\$68.64

LIF



M-Su 6a-12n  
M-Su 12n-5p  
M-Su 5p-12m

VARIOUS  
VARIOUS  
VARIOUS

30  
30  
30

1  
2  
1

26  
26  
26

\$8.86  
\$2.43  
\$5.09

26  
52  
26

\$22.36  
\$126.36  
\$132.34

LMN



M-Su 6a-12n  
M-Su 12n-5p  
M-Su 5p-12m

VARIOUS  
VARIOUS  
VARIOUS

30  
30  
30

1  
2  
1

26  
26  
26

\$1.13  
\$2.83  
\$2.31

26  
52  
26

\$29.38  
\$147.16  
\$60.06

MNBC



M-Su 6a-12n  
M-Su 12n-5p  
M-Su 5p-12m

VARIOUS  
VARIOUS  
VARIOUS

30  
30  
30

1  
2  
1

26  
26  
26

\$8.86  
\$1.34  
\$2.02

26  
52  
26

\$22.36  
\$69.68  
\$52.52

MTV



M-Su 6a-12n  
M-Su 12n-5p  
M-Su 5p-12m

VARIOUS  
VARIOUS  
VARIOUS

30  
30  
30

1  
2  
1

26  
26  
26

\$1.03  
\$.86  
\$2.55

26  
52  
26

\$26.78  
\$44.72  
\$66.30

NICK



M-Su 6a-12n  
M-Su 12n-5p  
M-Su 5p-12m

VARIOUS  
VARIOUS  
VARIOUS

30  
30  
30

1  
2  
1

26  
26  
26

\$3.54  
\$2.65  
\$5.31

26  
52  
26

\$92.04  
\$137.80  
\$138.06

OXYG

M-Su 6a-12n  
M-Su 12n-5p  
M-Su 5p-12m

VARIOUS  
VARIOUS  
VARIOUS

30  
30  
30

1  
2  
1

26  
26  
26

\$8.86  
\$1.88  
\$1.61

26  
52  
26

\$22.36  
\$97.76  
\$41.86



Network	Daypart	Program	Start Date	End Date	Unit Dur	Avg Units/Wk	Active Weeks	Rate	Total Units	Cost
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TLC	M-Su 6a-12n	VARIOUS			30	1	26	\$1.22	26	\$31.72
	M-Su 12n-5p	VARIOUS			30	2	26	\$2.95	52	\$153.40
	M-Su 5p-12m	VARIOUS			30	1	26	\$8.14	26	\$211.64



WE KNOW DRAMA

TNT	M-Su 6a-12n	VARIOUS			30	1	26	\$3.96	26	\$102.96
	M-Su 12n-5p	VARIOUS			30	2	26	\$7.10	52	\$369.20
	M-Su 5p-12m	VARIOUS			30	1	26	\$9.72	26	\$252.72



CARTOON NETWORK

TOON	M-Su 6a-12n	VARIOUS			30	1	26	\$4.48	26	\$116.48
	M-Su 12n-5p	VARIOUS			30	2	26	\$3.87	52	\$201.24
	M-Su 5p-12m	VARIOUS			30	1	26	\$14.17	26	\$368.42



TVL	M-Su 6a-12n	VARIOUS			30	1	26	\$0.86	26	\$22.36
	M-Su 12n-5p	VARIOUS			30	2	26	\$0.99	52	\$51.48
	M-Su 5p-12m	VARIOUS			30	1	26	\$2.56	26	\$66.56



USA	M-Su 6a-12n	VARIOUS			30	1	26	\$3.82	26	\$99.32
	M-Su 12n-5p	VARIOUS			30	2	26	\$8.46	52	\$439.92
	M-Su 5p-12m	VARIOUS			30	1	26	\$11.95	26	\$310.70



VH1	M-Su 6a-12n	VARIOUS			30	1	26	\$0.86	26	\$22.36
	M-Su 12n-5p	VARIOUS			30	2	26	\$0.86	52	\$44.72
	M-Su 5p-12m	VARIOUS			30	1	26	\$4.48	26	\$116.48

Totals 2,080 \$8,080.28

4267, Treasure Cst S FL U-Verse  
BET

M-Su 6a-12n	VARIOUS	30	1	26	\$0.17	26	\$4.42
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Network	Daypart	Program	Start Date	End Date	Unit Dur	Avg Units/Wk	Active Weeks	Rate	Total Units	Cost
<b>BET★</b>	M-Su 12n-5p	VARIOUS			30	2	26	\$32	52	\$16.64
	M-Su 5p-12m	VARIOUS			30	1	26	\$61	26	\$15.86

Network	Daypart	Program	Start Date	End Date	Unit Dur	Avg Units/Wk	Active Weeks	Rate	Total Units	Cost
<b>BRVO</b>	M-Su 6a-12n	VARIOUS			30	1	26	\$14	26	\$3.64
	M-Su 12n-5p	VARIOUS			30	2	26	\$51	52	\$26.52
	M-Su 5p-12m	VARIOUS			30	1	26	\$2.18	26	\$56.68

Network	Daypart	Program	Start Date	End Date	Unit Dur	Avg Units/Wk	Active Weeks	Rate	Total Units	Cost
<b>CNN</b>	M-Su 6a-12n	VARIOUS			30	1	26	\$72	26	\$18.72
	M-Su 12n-5p	VARIOUS			30	2	26	\$50	52	\$26.00
	M-Su 5p-12m	VARIOUS			30	1	26	\$1.06	26	\$27.56

Network	Daypart	Program	Start Date	End Date	Unit Dur	Avg Units/Wk	Active Weeks	Rate	Total Units	Cost
<b>ENT</b>	M-Su 6a-12n	VARIOUS			30	1	26	\$14	26	\$3.64
	M-Su 12n-5p	VARIOUS			30	2	26	\$35	52	\$18.20
	M-Su 5p-12m	VARIOUS			30	1	26	\$1.20	26	\$31.20

Network	Daypart	Program	Start Date	End Date	Unit Dur	Avg Units/Wk	Active Weeks	Rate	Total Units	Cost
<b>FAM</b>	M-Su 6a-12n	VARIOUS			30	1	26	\$32	26	\$8.32
	M-Su 12n-5p	VARIOUS			30	2	26	\$90	52	\$46.80
	M-Su 5p-12m	VARIOUS			30	1	26	\$1.49	26	\$38.74

Network	Daypart	Program	Start Date	End Date	Unit Dur	Avg Units/Wk	Active Weeks	Rate	Total Units	Cost
<b>FOOD</b>	M-Su 6a-12n	VARIOUS			30	1	26	\$34	26	\$8.84
	M-Su 12n-5p	VARIOUS			30	2	26	\$78	52	\$40.56
	M-Su 5p-12m	VARIOUS			30	1	26	\$1.24	26	\$32.24

Network	Daypart	Program	Start Date	End Date	Unit Dur	Avg Units/Wk	Active Weeks	Rate	Total Units	Cost
<b>HGTV</b>	M-Su 6a-12n	VARIOUS			30	1	26	\$71	26	\$18.46
	M-Su 12n-5p	VARIOUS			30	2	26	\$2.13	52	\$110.76
	M-Su 5p-12m	VARIOUS			30	1	26	\$2.60	26	\$67.60

Network	Daypart	Program	Start Date	End Date	Unit Dur	Avg Units/Wk	Active Weeks	Rate	Total Units	Cost
<b>HILN</b>	M-Su 6a-12n	VARIOUS			30	1	26	\$64	26	\$16.64
	M-Su 12n-5p	VARIOUS			30	2	26	\$1.18	52	\$9.36
	M-Su 5p-12m	VARIOUS			30	1	26	\$46	26	\$11.96



Network

Daypart

Program

Start Date

End Date

Unit Dur

Avg Units/Wk

Active Weeks

Rate

Total Units

Cost



LIF

M-Su 6a-12n  
M-Su 12n-5p  
M-Su 5p-12m

VARIOUS  
VARIOUS  
VARIOUS

30

1

26

\$15

26

\$3.90

MNBC



M-Su 6a-12n  
M-Su 12n-5p  
M-Su 5p-12m

VARIOUS  
VARIOUS  
VARIOUS

30

1

26

\$14

26

\$3.64

MTV



M-Su 6a-12n  
M-Su 12n-5p  
M-Su 5p-12m

VARIOUS  
VARIOUS  
VARIOUS

30

1

26

\$17

26

\$4.42

TLC



M-Su 6a-12n  
M-Su 12n-5p  
M-Su 5p-12m

VARIOUS  
VARIOUS  
VARIOUS

30

1

26

\$21

26

\$5.46

TNT



WE KNOW DRAMA

M-Su 6a-12n  
M-Su 12n-5p  
M-Su 5p-12m

VARIOUS  
VARIOUS  
VARIOUS

30

1

26

\$68

26

\$17.68

USA



M-Su 6a-12n  
M-Su 12n-5p  
M-Su 5p-12m

VARIOUS  
VARIOUS  
VARIOUS

30

1

26

\$66

26

\$17.16

Totals

1,456

\$1,096.16

9739, WPB Digital  
TV1

M-Su 6a-12n

VARIOUS

30

1

26

\$6.07

26

\$157.82



Network	Daypart	Program	Start Date	End Date	Unit Dur	Avg Units/Wk	Active Weeks	Rate	Total Units	Cost
	M-Su 12n-5p	VARIOUS			30	1	26	\$6.07	26	\$157.82
	M-Su 5p-12m	VARIOUS			30	1	26	\$4.80	26	\$124.80

Totals 78 \$440.44

Grand Totals 3,614 \$9,616.88

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Adjustments: Network Insertability and Network Carriage have been factored into calculations.

West Palm Beach-Boca Raton 4BK Nov14+Feb15+May15+Jul15 C-DMA Nielsen Live+7

Cable Zones: Comcast, Stuart-Southern Treasure Coast

West Palm Beach-Boca Raton 4BK Nov14+Feb15+May15+Jul15 C-DMA Nielsen Live+7

Cable Zones: AT&T, Treasure Cst S FL U-Verse

West Palm Beach-Boca Raton 4BK Nov14+Feb15+May15+Jul15 C-DMA Nielsen Live+7

Cable Zones: Comcast, WPB Digital

West Palm Beach-Ft. Pierce Jul15 C-DMA Nielsen Live+7

Cable Zones: Comcast, WPB Interactive

West Palm Beach-Ft. Pierce Jul15 C-DMA Nielsen Live+7

XCSV: unrated station

XCSB: unrated station

CSVF: unrated station

» Estimate information indicated has been supplied by the user.

Source Field Codes:

TP - Time Period

City of Fort Pierce W25-54 STC Single 30s 26wks 6.17.16

West Palm Beach-Ft. Pierce Jul15 C-DMA Nielsen Live+7

Client: Ft. Pierce Urban Redevelopment

Buyer: Elizabeth Woodruff

Advertiser: City of Ft. Pierce Urban Redevelopment

Product:

Sched Dates: October 3, 2016 - April 2, 2017

Lengths: 30  
Dayparts: RT

Network	Daypart	Program	Start Date	End Date	Unit Dur	Avg Units/Wk	Active Weeks	Rate	Total Units	Cost
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8556, WPB Interactive  
CSVP



M-Su 6a-12m CSV+

30 0 6 \$306.00 6 \$1,836.00

XCSB



M-Su 6a-12m banner

30 0 6 \$80.00 6 \$480.00

XCSV



M-Su 6a-12m CSV

30 0 6 \$340.00 6 \$2,040.00

Totals 18 \$4,356.00

Grand Totals 18 \$4,356.00

**Broadcast Month Costs - Grand Total**

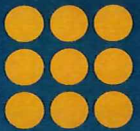
Month	Gross Cost	Total Units
10/2016	\$2,206	559
11/2016	\$2,206	559
12/2016	\$2,206	559
01/2017	\$2,575	698
02/2017	\$2,206	559
03/2017	\$2,206	559
04/2017	\$370	139
<b>Total</b>	<b>\$13,973</b>	<b>3632</b>

This report has been prepared using STRATA NuMath research.

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Adjustments: Network Insertability and Network Carriage have been factored into calculations.



# Southern Treasure Coast Zone Map & Profile

## Gender Of Respondent

Male	44%
Female	56%

## Respondent's Age Summary

18-24	6%
25-34	12%
35-44	13%
45-54	17%
55-64	17%
65 +	35%

## Education Of Respondent

High School Grad	34%
Some College	34%
Some Post Graduate	2%

## Race Of Respondent

White- Non-Hispanic	75%
Black/African American- Non-Hisp.	7%
Asian- Non-Hispanic	1%
Other- Non-Hispanic	4%
Hispanic	13%

## Household Income

0-\$24,999	15%
\$25,000-\$49,999	35%
\$50,000-\$74,999	20%
\$75,000-\$99,999	13%
\$100,000+	18%

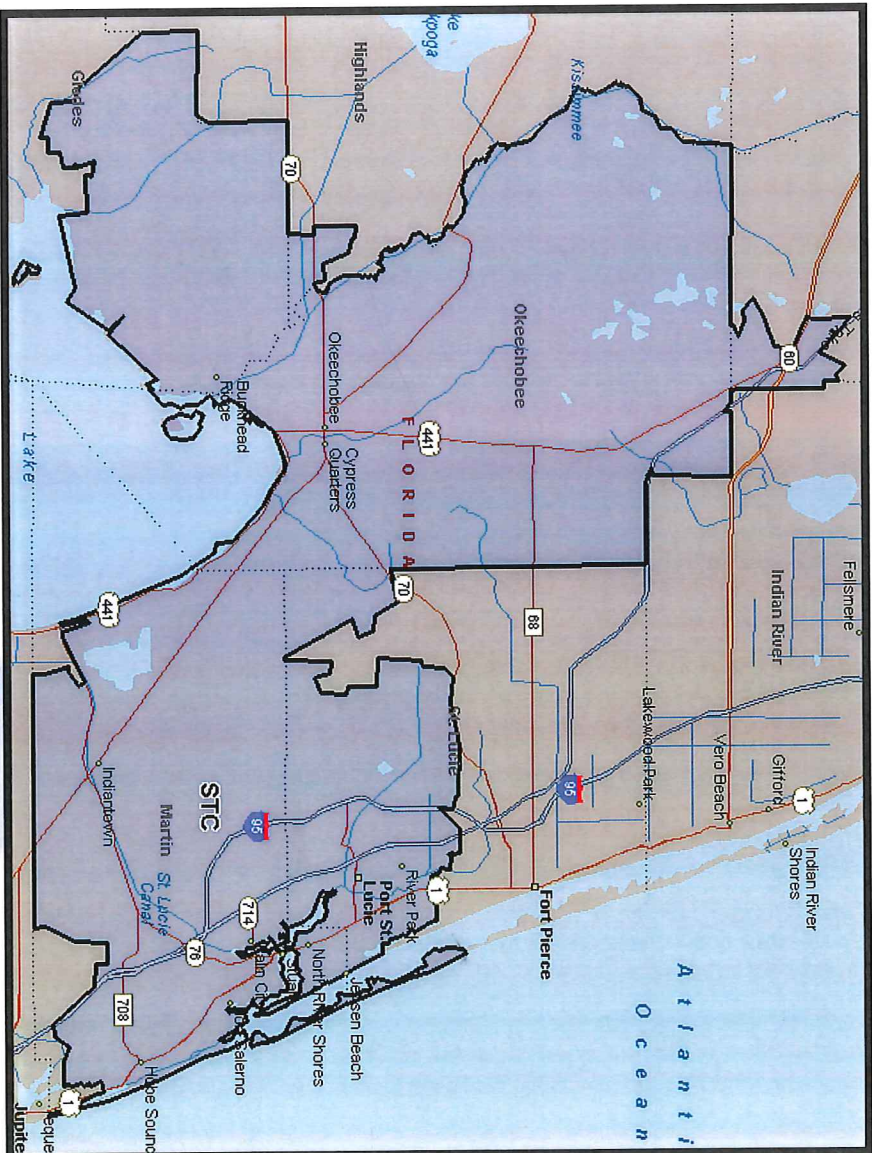
## Employment Status Of Respondent

Not Employed	57%
Employed Full-Time	30%

## Own Or Rent Residence

Own	82%
Rent	16%

33455 34952 34953 34956 34957 34972 34974 \*34982  
 34984 34986 34987 34990 34992 34994 34996 34997



\*Coverage subject to change.  
 \*\*Zone boundaries are based on zip codes and are approximated.  
 \*\*34982 Shared with NTC Zone



West Palm Beach-Boca Raton 4BK Nov14+Feb15+May15+Jul15 C-DMA Nielsen Live+7  
Cable Zones: Comcast, Stuart-Southern Treasure Coast  
West Palm Beach-Boca Raton 4BK Nov14+Feb15+May15+Jul15 C-DMA Nielsen Live+7  
Cable Zones: AT&T, Treasure Cst S FL U-Verse  
West Palm Beach-Boca Raton 4BK Nov14+Feb15+May15+Jul15 C-DMA Nielsen Live+7  
Cable Zones: Comcast, WWPB Digital  
West Palm Beach-Ft. Pierce Jul15 C-DMA Nielsen Live+7  
Cable Zones: Comcast, WWPB Interactive  
West Palm Beach-Ft. Pierce Jul15 C-DMA Nielsen Live+7  
XCSSV: unratd station  
XCSSB: unratd station  
CSVP: unratd station

\* Estimate information indicated has been supplied by the user.

Source Field Codes:  
TP - Time Period

**Disclaimer:**  
Inventory subject to availability. Rates apply to this presentation only and are effective for two weeks from the date of this proposal.

Two-week cancellation policy.

Network ratings data for OWN will be inaccurate prior to the January 2011 book.  
Network ratings data for NBCS will be inaccurate prior to the January 2012 book.

By signing this contract, I agree to the full terms and conditions already on file.

**DISCLOSURES:** The number of subscribing homes receiving advertisements on any cable network is an estimate and may vary by geographic areas and other factors. Any statement of (1) the number of subscribing homes receiving an advertisement and (2) audience estimates are based either on the NCC methodology which utilizes either Nielsen carriage & insertion Universe Estimates or adjusts internal carriage/insertion sub counts by the Nielsen full footprint Interconnect Universe Estimate. Zone estimates are generated by using Nielsen Interconnect Universe Estimates, adjusted on a pro rata basis by internal subscriber counts by zone. Nielsen Universe Estimates are derived: in Telephone Frame set-meter and diary-only markets, from a rolling average of the prior four major sweep periods of diary sample; in LPM and Area Probability set-meter markets, from a rolling average of the prior four periods of meter sample, when available. These 4 periods each consist of 4 weeks of meter sample that lie prior to the measurement cycles of February, May, July and November. Estimates may contain impressions outside the home DMA. [See also Nielsen V/P Report]. The number of homes capable of accessing VOD and interactive TV advertising content is an estimate and may vary by the number of homes actually subscribing to digital cable service and other factors. Current Nielsen audience reporting methodology does not provide the ability to adjust audience estimates for HD simulcast programming for non-insertion. The company may not have the capability to insert on HD simulcast networks or to enable interactive overlays on HD simulcast networks. Audience estimates for HD programming have not been adjusted for non-insertion. The information provided will be periodically updated by the Company. For more information please contact your Advertising Sales Executive.

Authorized Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_  
Comcast Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

PRODUCTION TERMS AND CONDITIONS

1. SERVICES AND MATERIALS

- (a) Comcast and/or Dailton Agency, Inc. ("BluWave Video") shall provide and Client shall pay for the video production services (the "Services") described on the Work Order.
- (b) Client shall be responsible, at its sole expense, for securing all rights, licenses, releases and consents required in connection with the Services including, but not limited to, copyright performance and music synchronization rights with regard to all materials including, but not limited to, video, audio, script and talent ("Materials") furnished by Client or Materials which Comcast and/or BluWave Video is directed by Client to use. Comcast and BluWave Video reserve the right to reject or edit any such Materials.
- (c) Client production sessions may not continue past scheduled times, unless approved in advance by Comcast and/or BluWave Video. Client shall be responsible for payment of all Additional Fees (as defined below) and charges for production sessions which continue past scheduled times at Comcast's then current rates.
- (d) All rights in the material produced by Comcast and/or BluWave Video pursuant to this agreement, (including but not limited to master tapes, work tapes, audio, visual and audio-visual works, literary works and compositions) provided by Comcast and/or BluWave Video shall remain the property of Comcast. Except for Client's use of the material produced by Comcast and/or BluWave Video pursuant to this agreement for any purpose whatsoever, without the prior written consent of Comcast, which Comcast may withhold in its discretion. Copies not permit any other person or entity to use any of such material for any purpose whatsoever, without the prior written consent of Comcast, which Comcast may withhold in its discretion. Copies of tapes and materials can be issued to the Client at Comcast's then current rates. Comcast shall retain master tapes and raw footage for a period of one (1) year if the commercial or program is produced for broadcast on any Comcast cable system. Otherwise, such materials shall be retained for a period of six (6) months.

2. BILLING AND PAYMENTS

- (a) Client shall be responsible for payment of all fees, charges, costs, expenses and taxes in connection with the Services, including, but not limited to, the production service fees set forth on the Work Order (hereinafter "Fees").
- (b) Unless otherwise noted on the Work Order, the Fees listed on the Work Order are estimates. "Additional Fees" may include, but are not limited to: administrative fees, fees for outside services, such as talent or location fees, equipment rental, outside production or dubbing services, food services, hotel/car rentals, taxes, additional charges for time required due to Client's failure to adhere to production scheduling or deadlines, or any other services or materials not supplied by Client or Comcast.
- (c) Comcast and/or BluWave Video reserves the right to charge overtime fees at its then current rates for services performed after 6:00 p.m. Monday through Friday, and all day on Saturdays, Sundays and holidays.
- (d) Payment of the Fees set forth on the Work Order is due within five (5) business days of execution of the Work Order by Client, but not later than the date on which the Services are to be rendered or at Comcast's sole discretion and noted on the Work Order, the date on which the Services are to be completed. All other Fees, including Additional Fees, shall be due within ten (10) days of receipt of an invoice.
- (e) Comcast reserves the right to assess a fifteen percent (15%) administrative charge for any outside services, for any services ordered on a "rush" basis and for any production session which exceeds the scheduled time. A rush order is defined as (i) any full spot production (shoot and post-production) to be completed within five (5) business days of the date ordered and (ii) any tape lagging, dubbing or other post production service to be completed within two (2) business days of the date ordered. All rush orders are subject to availability of personnel and facilities. Comcast and/or BluWave Video will use commercially reasonable efforts to fill rush orders. However, Comcast and BluWave Video shall not be liable in any manner whatsoever in the event a rush order cannot be fulfilled.
- (f) Fees not paid when due shall be subject to an administrative charge of the lesser of 1.5% or the highest interest rate permitted under applicable law. Client shall reimburse Comcast for amounts incurred in connection with the collection activities, including, but not limited to, collection agency charges and costs, attorney fees and costs and court costs.
- (g) If Client is an advertising agency, the person, firm or corporation that authorizes such advertising agency to contract for the Services shall be liable for all such payments and fees in the event of default by advertising agency. Such advertising agency and the person, firm or corporation that authorizes such advertising agency to contract for the Services shall be jointly and severally liable for all payments due Comcast hereunder.

3. CANCELLATION

- Client agrees to pay a cancellation fee of twenty five percent (25%) of the Fees stated on the Work Order (plus any fees incurred by Comcast and/or BluWave Video for any outside services) in the event Client cancels the Services between 48 to 24 hours of the date on which the Services are to be performed. Client agrees to pay a cancellation fee of fifty percent (50%) of the Fees stated on the Work Order (plus any Additional Fees incurred by Comcast and/or BluWave Video) in the event Client cancels the Services within 24 hours of the date on which the Services are to be performed. Client will not be charged any Fees (other than Additional Fees incurred by Comcast and/or BluWave Video) for cancellation more than 48 hours from the date on which the Services are to be performed. Comcast and/or BluWave Video reserve the right to waive cancellation charges at their sole discretion.
- 4. **TERMINATION**
  - (a) Comcast reserves the right, upon written notice, to cancel this contract upon default by Client of any of the terms hereof (including, but not limited to, failure to pay Fees in a timely manner) or in the event performance hereunder would violate any law, regulation, judgment, order or decree applicable to the Comcast or Client. Upon such cancellation, all Fees for services rendered up to the date of cancellation and any Additional Fees incurred by Comcast shall become immediately due and payable.
  - (b) Client reserves the right to cancel this contract upon default by Comcast of any of the terms hereof upon prior written notice.
- 5. **INDEMNIFICATION**
  - (a) Client shall indemnify, defend and hold Comcast and BluWave Video, their respective affiliates, employees, contractors and agents harmless from and against all claims, demands, debts, obligations or charges (including attorney fees and disbursements) which arise out of or result from the use, transmission or distribution of Materials furnished by or on behalf of Client or furnished by Comcast and/or BluWave Video at Client's direction for use in connection with the Services. The provisions of this paragraph shall survive the termination or expiration of this contract.
  - (b) NOTWITHSTANDING ANYTHING IN THIS CONTRACT TO THE CONTRARY, IN NO EVENT SHALL COMCAST OR BLUWAVE VIDEO BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS CONTRACT.

6. GENERAL

- (a) This contract, including the rights under it, may not be assigned or transferred by Client without first obtaining the consent of Comcast in writing. Failure of Comcast to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision.
- (b) Notwithstanding any other provision in this contract, Comcast and/or BluWave Video shall not be liable for any expenses or losses incurred by Client or any third party in the event Comcast and/or BluWave Video is unable to perform its obligations hereunder or is delayed in its performance by any act of God, public emergency, strike or labor disputes, law or act of government, judicial decree, mechanical breakdown, failure of facilities or any other cause beyond the reasonable control of Comcast. Client's sole remedies for Comcast's or BluWave Video's inability to perform its obligations hereunder shall be (i) production services equal in value to those agreed upon in the Work Order or (ii) a refund of any Fees paid by Client for the undelivered portion of the Services; provided, Client shall remain solely liable for all Fees incurred by Comcast and/or BluWave Video for any outside services.
- (c) Comcast and BluWave Video assume no liability for loss or damage to Materials furnished by Client in connection with the Services.
- (d) This contract contains the entire agreement between the parties relating to the subject matter hereof, and no change or modification of any of its provisions shall be effective unless made in writing and signed by both parties.
- (e) This contract shall be construed in accordance with the laws of the jurisdiction in which the Comcast cable system delivering the Services is located.

Client:

Printed Name:

Title:

Date:

Business Name:

Signature: