

Webb County Sheriff's Office



eentravision

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Webb County Sheriff's Office



2015 Annual Commitment



MONTHLY PAID SCHEDULE:

- 6x (.30) spots on Univision Local News Monday-Friday @ 10pm
 - 50x (.30) spots on Univision to air Monday-Sunday 6am-12am
 - 50x (.30) matching PSAs of your choice on Univision to air Monday-Sunday 6am-12am
 - 1x Interactive Webb Banner on kldtv.com linked to Webb County Sheriff's Office website

MOTILITY & APPENDIX: A CLINICOPATHOLOGIC STUDY OF THE MONTGOMERY'S

The Webb County Sheriff's Office recognizes the "Academic Star" of the month who are students that excel in high school whose leadership and dedication inspire others. Scholarship funds ensure that deserving individuals seeking a law enforcement career are not denied the opportunities for learning in a university setting. Recipients are selected on the basis of academic achievement and financial need through a general application process.

- 1x (:60) segment on Univision Local News @ 10pm to highlight the “Academic Star of the Month”
 - 2x (:05) open and close sponsorship billboards on Univision Local News @ 10pm
 - 2x Social Media blast (Facebook/ Twitter/ Instagram) inviting students to apply for scholarship

**Monthly Spots: 106X (:30) + Interactive
Plus Academic Star of the Month elements
Monthly Investment: \$2,500**

THE
JOURNAL
ILLINOIS

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Authorised Signatures

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Ergonomics

includes one fifty-second (52) May produced commercially. Cancellation of scheduled sessions without twenty-four (24) hour notice will result in a cancellation fee for production time. Entertainment Landco will not honor a cancellation of an order without a non-usage advance notice in writing. Commercial spot airtime is the property of Entertainment and are to name EXCLUSIVELY an NLDG, NETF, KNOF or LATV. Production time charges will apply for any Entertainment purchased commercial taping on another television station. This agreement to taping and becomes valid upon authorized signatures from Client and NLDG TV Representative. This agreement is binding and becomes valid upon authorized signatures from Client and NLDG TV Representative. Station will not sell either time or carry time in connection with any advertising contract it is party to, any terms, conditions, or policies that control the advertiser or stations to discriminate in the sale or placement of advertising contracts. Station will not sell time to any stations, networks, or other entities that discriminate in the sale or placement of advertising contracts. Entertainment A Networks - 2020 Radio & Television Center • Louisville, KY 40203 • Phone: (502) 263-4001

Entertainment Communications Corporation ("Entertainment" or "Agency") and Agency and Advertiser agree as follows:

1. BILLING AND PAYMENT.

(a) Agency and Advertiser agree to pay and remit amounts to and from Entertainments for the broadcast covered by this Contract for the sole of broadcast time and/or television and/or radio stations on the terms and conditions stated below. "Agency" as used below means the party (including a buying service) contracting with Entertainments for broadcast time. "Advertiser" as used below means the sponsor or any other party, if any, whose behalf Agency has entered into this Contract. Entertainment and Agency and Advertiser agree as follows:

(b) Advances will be issued in accordance with the terms specified in this Contract. Agency and Advertiser will be jointly and severally liable for all charges under this Contract. Entertainment and Agency and Advertiser will be jointly and severally liable for all charges under this Contract. Advances will be paid by the due date, which is thirty (30) days from invoice date unless otherwise agreed in writing by Entertainment and Agency and Advertiser. Time of payment is at the issuance of the invoice.

(c) Commercial time charges under this Contract, when billed to Agency, are subject to a fifteen percent (15%) agency commission.

(d) Entertainment will have the right to require payment in advance of scheduled broadcast dates, or other credit terms, if it determines that Agency's and/or Advertiser's credit experience warrants such credit terms.

(e) The rates specified in this Contract cover only those in markets covered by this Contract. Additions to or removals of this Contract will be subject to Entertainments' acceptance and any changes in Entertainments' rates.

2. TERMINATION.

(a) If any broadcast call for any broadcast in duration, this Contract may be terminated by Agency and Advertiser, in full or in part, by notice given to Entertainments in the event of any fall back or twenty eight (28) days prior to broadcast date. If this Contract calls for any broadcasts of less than five (5) minutes in duration and for no broadcasts at five (5) minutes or longer, this Contract may be terminated by Agency and Advertiser, in full or in part, by notice given to Entertainments at the end of thirty (30) days prior to broadcast date. If Agency and/or Advertiser becomes insolvent, makes an arrangement for the benefit of creditors or files a petition under the bankruptcy laws or such a petition is filed against it, or if Agency and/or Advertiser fails to pay any amounts owed by him/her to Entertainments, (i) if Agency and/or Advertiser becomes insolvent, makes an arrangement for the benefit of creditors or files a petition under the bankruptcy laws or such a petition is filed against it, or if Agency and/or Advertiser fails to pay any amounts owed by him/her to Entertainments, (ii) if a receiver is appointed for Agency's and/or Advertiser's property or business or (iv) if Entertainments determines that the continued broadcast of commercial material under this Contract would violate any third party's rights, would violate any applicable laws, rule or regulation, would violate, damage, mislead, manipulate, manipulate, damage or otherwise render not be in the public interest.

3. FAILURE OR INABILITY TO BROADCAST; MAKEGOODS.

(a) If, due to events of public importance, public emergency or necessity (including breaking news), laws, disputes, strikes, boycotts, acts of God, legal restrictions or any other cause than in manuscript or beyond Entertainments' reasonable control, including equipment breakdown, weather, mechanical or human error or any other reason, Entertainments will be unable to make a regular broadcast, Entertainments will offer Agency and/or Advertiser a makegood ("makegood"). If a makegood broadcast is accepted by Agency and/or Advertiser, Agency and/or Advertiser will be charged for the broadcast as incurred in this Contract. If a makegood broadcast is not accepted by Agency and/or Advertiser, Agency and/or Advertiser will not be charged for the broadcast in this Contract.

(b) The makegood charge resulting from the broadcast provided in Section 3(a) above and (d) below are subject to the same and/or equivalent remedies for Entertainments' failure to broadcast in accordance with the terms of this Contract. UNDER NO CIRCUMSTANCES WILL ENTERTAINMENT BE LIABLE FOR LOST PROFITS, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ADVERTISER OR ANY OTHER PARTY RESULTING FROM ENTERTAINMENT'S FAILURE TO BROADCAST ANY MATERIAL UNDER THIS CONTRACT, NOR MAY AGENCY AND/OR ADVERTISER SEEK INDUCITVE RELIEF OR SPECIFIC PERFORMANCE OF THIS CONTRACT.

4. PREEMPTIONS, RESCHEDULING.

(a) Entertainments may, without prior notice to Agency and/or Advertiser, broadcast any material covered by this Contract other than at the scheduled time(s) due to early or late completion or cancellation of a preceding live sporting event or other program. Agency and/or Advertiser will be charged for the broadcast as if it had been made as

(b) Entertainments will have the right to cancel any broadcast in duration, this Contract, or any part of any such broadcast, in order to broadcast any programming which Entertainments, as a provider discretion, deems to be of public importance or in the public interest. Entertainments will notify Agency and/or Advertiser of any such cancellation in advance if reasonably practicable. Otherwise, Entertainments will notify Agency and/or Advertiser within a reasonable time thereafter.

(c) Because there may be programming in segment(s) in writing, Entertainments will have the right, without liability to Agency and/or Advertiser, to replace any commercial announcements covered by this Contract.

(d) If a break as is contracted or renegotiated under Sections 3(b) or 3(c) above, Entertainments will, after Agency and/or Advertiser's makegood broadcast, in which case Agency and/or Advertiser will be charged for the broadcast or rescheduled broadcast.

5. PRODUCT PROTECTION.

Entertainments, in its name of policy, attempts not to broadcast commercial announcements advertising competing products or services within the same commercial lead-in on Entertainments programming, but such exclusivity will be guaranteed in Agency and/or Advertiser's contract for the broadcast covered by this Contract.

(e) Entertainments will have the right to cancel any broadcast in duration, this Contract, or any part of any such broadcast, if and when it is in conflict with another agency and/or Advertiser's schedule.

6. DEADLINES; BROADCAST STANDARDS; LIABILITY.

(a) Unless Entertainments will furnish commercial and program material covered by this Contract at its own expense, liability shall rest and ready for broadcast.

(b) Commercial announcements must be delivered to Entertainments least forty-eight (48) hours (excluding Saturdays, Sundays and legal holidays) before the date and time of first broadcast. (Entertainments may request longer lead times for certain categories of advertising.) If Agency and/or Advertiser fails to furnish material covered by this Contract in acceptable form, Entertainments may demand a replacement.

(c) All materials furnished by Agency and/or Advertiser warrant that all material furnished to Entertainments under this Contract will comply with applicable federal, state and local laws, rules and regulations, will contain no language inconsistent with the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission ("FCC"), will be transmitted and will comply with applicable laws and policies of other governmental agencies having jurisdiction.

(d) Agency and/or Advertiser agrees to secure at necessary legal rights, licenses, approvals and permissions for the inclusion of musical, vocal, spoken or other program material in commercial announcements. Entertainments also reserves the right to refuse to broadcast any material furnished by Agency and/or Advertiser if it determines that such material is obscene, indecent, profane, libelous, defamatory, or otherwise objectionable to Entertainments. Agency and/or Advertiser will not be charged for the cancellation of broadcasts.

(e) Agency and/or Advertiser further agrees to indemnify and hold harmless Entertainments for these expenses, and Agency and/or Advertiser complies (including, but not limited to, attorney's fees, court costs, and other expenses) against all liability and expense (including attorney's fees, court costs, and other expenses) resulting from the broadcast of material furnished by Agency and/or Advertiser to Entertainments for broadcast. Agency and/or Advertiser further agrees to indemnify and hold harmless Entertainments for any claims, suits, actions, proceedings, judgments, settlements, verdicts, awards, costs, expenses, attorney's fees, court costs, and other expenses arising out of the use, recording or broadcast of music in material furnished by Agency and/or Advertiser, except to the extent that Entertainments has obtained a license, performance right or similar license covering the particular composition, which license Entertainments will have no obligation to secure.

(f) Violations of commercial and program material furnished by Agency and/or Advertiser will be charged when thirty (30) days after the last broadcast covered by this Contract unless Agency and/or Advertiser specifically requests, in advance, that such materials be proven valid by letter addressed to Entertainments' traffic manager at the station of the broadcast. Requirements will not be held by Agency and/or Advertiser for reduction in rate or deduction of rebates.

(g) Entertainments retains all property rights including copyright in material prepared, designed, composed or created by Entertainments, or any of Entertainments' employees, furnished by Entertainments for use in connection with the commercial materials aired under this Contract. Agency and/or Advertiser may not authorize the broadcast of materials bearing the names or voices of Entertainments' employees, even if other stations or networks without Entertainments' prior express written consent.

7. GENERAL.

(a) This Contract is subject to the terms of Entertainments' FCC license and is subject also to all present and future federal, state and local laws and regulations, including the rules and regulations of the FCC.

(b) This Contract, and the rights under it, may not be assigned or transferred without Entertainments' prior written consent. Entertainments will be required to broadcast under this Contract for the benefit of any party or advertiser other than the party or advertiser named on the face of this Contract.

(c) Agency and Advertiser represent and warrant to Entertainments that it has the full right and authority to enter into this Contract on its own behalf, and to bind the Agency and/or Advertiser to Entertainments under this Contract.

(d) Entertainments will be responsible for loss or damage to broadcast materials, up to \$150 or more per hour distributed by Agency and/or Advertiser to Entertainments under this Contract in the event such materials are lost or damaged. Agency and/or Advertiser agrees to supply a replacement to Entertainments upon its arrival.

(e) Given the need for prompt action to and settlement of any disputes that may relate to charges for the broadcasts covered by this Contract, any disputes concerning the charges made in this Contract will be decided by the party that substantially prevails in any litigation related to this Contract.

(f) Any legal claim in litigation arising under this Contract must be instituted by Agency and/or Advertiser within six (6) months from the service date, notwithstanding any applicable statute of limitations. The party that substantially prevails in any litigation related to this Contract will be entitled to its costs, attorneys' fees and interest in addition to any damages recovered.

(g) Entertainments will have the right to broadcast or retransmit Agency's and/or Advertiser's commercial material in any other manner or medium in which Entertainments elects to do so, notwithstanding any provision of this Contract.

(h) Subject to Entertainments' programming and commercial broadcast standards and the terms of any credit, agency or service elected by or on Agency's or Advertiser's behalf, this is the entire agreement between Agency and Advertiser concerning the broadcast of commercial and/or entertainment programming. It will be interpreted and construed in accordance with the laws of the State of California. No change or modification in this Contract will be valid unless it is confirmed in writing by Entertainments.

(i) Entertainments will perform the broadcasts covered by this Contract on the face of this Contract. Without extension of either Contract, Entertainments will be liable for the number of consecutive days on Entertainments' broadcast schedule from the order dates posted on the face of this Contract. Order dates mentioned shall be those in effect at Entertainments on the respective days of broadcasting.

(j) This Contract is accepted by Entertainments and does not come into effect until it is signed by Entertainments station management on the face of this Contract.

Signed acknowledging that you read and understood the terms and condition stated above.

Signature

Printed Name



Thank You!

Minelly De Leon

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WEBB COUNTY, TEXAS

By:

TANO TIJERINA
WEBB COUNTY JUDGE

ATTESTED:

Margie Ramirez Ibarra
MARGIE RAMIREZ IBARRA
WEBB COUNTY CLERK

Hector V. Leon *c*
ENTRAVISION COMMUNICATIONS CORP.

Minelly De Leon *IMS Consultant*
PRINT NAME & TITLE

1/13/15
DATE



APPROVED AS TO FORM:

M. Montemayor

**MARCO MONTEMAYOR
WEBB COUNTY ATTORNEY***

*By law, the County Attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).