



FLORIDA

1960

LAWRENCE C-GUMBINNER ADVERTISING AGENCY, INC.

655 Madison Avenue, New York 21, N.Y.

DUPLICATE FOR STATION ACCEPTANCE
PLEASE SIGN AND RETURN TO AGENCY

TO MANAGEMENT OF STATION WDBO

CONTRACT NO. DFT-778

CITY AND STATE Orlando, Florida

DATE March 7, 1960

PLEASE FURNISH BROADCASTING FACILITIES TO (advertiser)
Dual Filter Tareyton Cigarettes and/or Roi-Tan Cigars and/or Herbert Tareyton
Cigarettes and/or Lucky Strike and/or Hit Parade and/or Pall Mall and/or
Havana and other tobacco products acceptable to the station.
(LENGTH OF BROADCAST) (HOUR) (DAYS) (TIMES PER WEEK) (TOTAL NO. TIMES)
Minute 6:30-9:00 AM Mon. thru Fri. 10 220

DATE OF FIRST BROADCAST
February 1, 1960

EXPIRATION DATE
October 22, 1960

PROGRAM MATERIAL ARRANGEMENTS

All Broadcasts in the above classification
placed for The American Tobacco Company
within one year from the effective date of
contract are to apply on this contract and
are to be combined to earn lower rates.
Broadcasts need not be run consecutively.

COMMERCIAL ANNOUNCEMENTS

CONTINUITY

LIVE TALENT

TRANSCRIPTION

ADDITIONAL INSTRUCTIONS

22 Week Flight Schedule
2/1-2/27
3/28-4/23
5/23-6/23
7/25-8/27
9/26-10/22

Frequency: 10 Plan -
\$10.00 per spot.

RATES:	Station Time	Talent	Line Service	Other Charges	Total
Each Broadcast:	\$	\$	\$	\$	\$ per broadcast
For 220 Broadcasts:	\$	\$	\$	\$	\$2,200.00 for contract

LESS TIME DISCOUNT: _____% LESS AGENCY COMMISSION: _____% of station time charge
LESS CASH DISCOUNT: _____% of net time charge
If paid by _____th of month following service

Subject to conditions on back and any other conditions attached hereto.

ACCEPTED FOR STATION WDBO Radio BY

LAWRENCE C. GUMBINNER ADVERTISING AGENCY, INC.

CONDITIONS

Approved 1956 by American Association of Advertising Agencies and National Association of Radio and Television Broadcasters.
Such approval does not mean that any agency or station is obligated to use this form or these conditions.

The advertising agency placing advertising covered by this contract (hereinafter called AGENCY) and the station accepting this contract (hereinafter called STATION) hereby agree that this contract shall be governed by the following conditions:

1. PAYMENT

(a). AGENCY agrees to pay, and STATION agrees to hold AGENCY solely liable for payment for, all broadcasts covered by this contract unless expressly stated in writing.
(b). AGENCY shall pay for broadcasts covered by this contract, at the time of the broadcast, or, if by its authorized representative, on or before the last day of the month following that in which the broadcasting is done unless otherwise specified on the face of this contract; or, when each discount is specified, on the date specified on the face of the contract, on the date of the month following.
(c). All bills due date of payment is material and unless otherwise stipulated, the date of payment shall be the date when payment was made.
(d). STATION's invoices for broadcasts covered by this contract shall be in accordance with STATION's log and shall so state on each such invoice, and shall be deemed to be correct unless proved otherwise.
(e). Invoices shall be rendered not less than monthly.
(f). Upon request of AGENCY, affidavits or certifications of performance are to be furnished by STATION to AGENCY at the time of billing. Unless requested prior to billing, the request for and the furnishing of such affidavits or certifications shall not act as a condition precedent to the payment or the time of any payment called for hereunder.
(g). STATION reserves the right to cancel this contract at any time upon default by AGENCY in the payment of bills, or other material breach on the part of AGENCY of any of the conditions herein, and upon such cancellation all bills due and payable hereunder and not paid shall become immediately due and payable. In case of discontinuance in payment, due to the opinion of STATION to impaired credit or if STATION believes reasonable that AGENCY's credit has been impaired, STATION shall have the right to change the requirements as to the terms of payment for further broadcasts under this contract as it may see fit, by giving AGENCY written notice addressed to AGENCY's last known business address.
(h). In the event of a cancellation by reason of a material breach by AGENCY, AGENCY shall pay to STATION, as liquidated damages, a net sum equal to the actual out-of-pocket cost to STATION incurred through the cancellation of this contract, together with the amount owing at the earned rate, for broadcasts performed hereunder prior to such cancellation.

(i). In the event of a cancellation by reason of a material breach by STATION, STATION shall pay to AGENCY, as liquidated damages, a net sum equal to the actual out-of-pocket cost to AGENCY incurred through cancellation of the contract.

2. TERMINATION AND RENEWAL

(a). This contract may be terminated by either party by giving the other twenty-eight (28) days' written notice; provided that no such notice shall be given until the expiration of the term of this contract. Hereafter, in any event, this contract insofar as it covers broadcasts of less than five minutes duration, may be terminated by either party giving the other fourteen (14) days' prior written notice, but no such notice shall be given until the expiration of the term of this contract. Hereafter, in any event, this contract, it will pay STATION at earned rate according to the actual out-of-pocket cost to STATION incurred through the cancellation of this contract, together with the amount owing at the earned rate, for broadcasts performed hereunder prior to such cancellation.
(b). If STATION so terminates this contract, AGENCY will then either agree with STATION on a satisfactory substitute day or time for continuance of broadcast covered by this contract at the earned rates on which this contract is based, or, if no such agreement can be reached, AGENCY will pay, to STATION according to the rates specified herein for all broadcasts previously rendered by STATION; that is, AGENCY shall have the benefit of the same discounts which AGENCY would have earned had it been allowed to complete the contract. In the event of termination hereunder, neither party shall be liable to the other party otherwise than as specified in this paragraph, and in paragraph 6 hereof.

(c). The broadcast time (or times) covered by this contract may be renewed by AGENCY provided there is no interruption in the continuity of the broadcasts, by giving STATION twenty-eight (28) days' written notice prior to the expiration of this contract or any extension thereof. It is agreed further that this contract, insofar as it covers broadcasts of less than five minutes duration, may be renewed by AGENCY giving STATION fourteen (14) days' notice prior to the expiration of this contract, or any extension thereof. Failure to exercise this option to renew within the time and in the manner provided voids all AGENCY's right to such renewal.

3. INABILITY TO BROADCAST

(a). Should STATION, due to public emergency or necessity, legal restrictions, labor disputes, secondary boycotts, Acts of God or Acts of God have occurred frequently or habitually or for any other reason, including but not restricted to, beyond the control and without the fault of STATION, have taken reasonable precautions against inability to broadcast any or a part of any of AGENCY's broadcasts, STATION shall not be liable to AGENCY except in the event of allowing in such cases: One (1), a pro-rata reduction in the charges hereunder, or two (2), if an interruption occurs during the commercial announcement portion of any broadcast, a credit to AGENCY in the same proportion to the total STATION charges which the omitted commercial portion bears to the total commercial portion of the broadcast, it being mutually agreed that STATION shall credit AGENCY on whichever basis is more favorable to AGENCY. In the event of such omission, STATION will, upon AGENCY's request, make a suitable courtesy announcement to such omission. Such omission or interruption shall not affect rates of discount; that is, AGENCY shall have the benefit of the same discount which AGENCY would have earned had it been allowed to complete the broadcasts omitted.

4. SUBSTITUTION OF PROGRAMS OF PUBLIC IMPORTANCE OR IN THE PUBLIC INTEREST

(a). STATION shall have the right to cancel any broadcast or any portion thereof covered by this contract in order to broadcast any program which in its absolute discretion it deems to be of public importance or in the public interest. In any such case STATION will notify agency in advance, if reasonably possible, but, in any case, within a reasonable time after such broadcast, that AGENCY's broadcast has been cancelled.
(b). In the case of any broadcast cancelled under Paragraph 4 (a) above, AGENCY and STATION will agree on a satisfactory substitute day and time for the broadcast or, if no such agreement can be reached within a reasonable time, broadcast will be considered as cancelled without affecting the rates, discounts or rights provided under this contract, except that AGENCY shall not be required to pay for the cancelled broadcast, unless required by Paragraph 4 (c).

(c). In the event of a cancellation of a broadcast of five minutes or more, under Paragraph 4 (a); if such a broadcast is displaced by any broadcast of public importance or in the public interest, and a substitute time is not agreed upon, as provided in 4 (b) above, STATION shall pay to AGENCY only the amount represented by the non-cancellable net cost of live talent, incurred by virtue of, and resulting directly from, such cancellation, but which amount shall not exceed the net time charges (gross, less earned time discounts) for STATION time involved in the cancellation.

5. TIME RATES

(a). STATION represents that the time rate named in this contract is the lowest rate made by STATION for like broadcasts at the time this contract is entered into. If at any time during the life of this contract STATION makes a lower rate for like broadcasts this contract shall be continued at such lower rate from the effective date of such lower rate.

(b). STATION represents that all its time rates are published. STATION shall furnish its rates to AGENCY if requested in writing.

(c). Except as otherwise agreed to in writing, if this contract is continued, without interruption within the control of AGENCY, beyond the time specified herein, the additional broadcasts shall be considered a part of this contract and the same time rate shall apply until any lower rates, prevailing at the time this contract was made, shall have been earned; and then such lower time rate shall apply to the whole contract. This provision shall not, however, cover a broadcast later than one year from the date of the first broadcast.

(d). In the event of revision of STATION rates or discounts, any continuous broadcasts under this contract may be extended at the rates and discounts herein shown without penalty of short rate or loss of discounts on previous broadcasts hereunder for a period of not more than fifty-two (52) weeks from the effective date of such revision.

(e). In the event AGENCY contracts with STATION for additional broadcast time, for the advertiser herein named, the time rates and discounts shown on the rate card on which this contract is based shall apply to such additional time for a period of fifty-two (52) weeks from the effective date of any revision of station time rates or discounts.

(f). All broadcasts placed with STATION for the advertiser for consecutive broadcasting within one year from the date of the first broadcast hereunder shall be combined for the purpose of calculating the total amount of frequency discounts earned, provided, however, that announcements cannot be combined with five (5) minute or longer programs.

6. BROADCASTS

(a). The contract for STATION time includes the services of the technical staff and of a regular staff announcer. Other talent and service charges, if any, are covered in this contract and such charges are subject to change by AGENCY with the consent of STATION.

(b). Broadcasts prepared by AGENCY are subject to the approval of STATION, both as to artists and to broadcast content.

(c). If STATION has not received material for any broadcast at least 96 hours in advance of broadcast time, STATION shall notify AGENCY by collect telegram. Should STATION fail to receive material for such broadcast at least 72 hours in advance of broadcast time, STATION shall have the right to produce a substitute broadcast, making its regular charges for time and a reasonable charge for talent used, and, unless otherwise instructed by AGENCY, announcing the name, address and business of the advertiser.

(d). Except as otherwise hereinafter expressly provided, AGENCY will hold and save STATION harmless against all liability for libel, slander, illegal competition or trade practice, infringement of trade marks, trade names or program titles, violation of rights of privacy and infringement of copyrights and proprietary rights, resulting from the broadcasting of the broadcasts herein provided in the form furnished by AGENCY. STATION agrees, however, to hold and save AGENCY and advertiser harmless against all such liability where the broadcasts are prepared and produced both as to artists and broadcast content by STATION excepting only such liability as may result from the broadcasting of the commercial credits and other material as furnished by AGENCY. STATION will hold and save AGENCY and advertiser harmless against all such liability with respect to music on station-built broadcasts. STATION will hold and save AGENCY and advertiser harmless against all such liability with respect to music on agency-built broadcasts, provided such music has been cleared and approved for broadcasting by a licensor designated by STATION. AGENCY will hold and save STATION harmless against all such liability with respect to music on agency-built broadcasts if such music has not been cleared and approved for broadcasting by a licensor designated by STATION.

(e). The provisions of Paragraph 6 (d) shall survive any cancellation or termination of this contract.

7. GENERAL

(a). This contract is subject to the terms of licenses held by STATION and is subject also to all Federal, State and Municipal laws and regulations now in force, or which may be enacted in the future, including the Rules and Regulations of the Federal Communications Commission made in pursuance of its quasi-legislative powers and its decisions and actions and orders when acting in its quasi-judicial capacity.

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

(c). STATION shall not be required to broadcast hereunder for any other broadcast than the one named in the contract, without first obtaining the approval of STATION so to do in writing.

(d). In dealing with agencies, STATION shall follow a uniform policy to avoid discrimination.

(e). All requests by AGENCY for STATION to receive and handle mail, cables, telegrams or telephone calls, in connection with the broadcasts under this contract, must have the prior approval of STATION and, if approved, the said communications will be received and handled at the sole risk of AGENCY, and AGENCY shall reimburse STATION for all of the expense incurred by it in connection with the handling of such matters.

(f). Any broadcast material or any other material, information or property of whatever nature or kind, to be received and handled by STATION, must have the prior approval of STATION and, if approved, will be received and handled at the sole risk of AGENCY, and AGENCY shall reimburse STATION for all of the expense incurred by it in connection with the handling of such matters.

(g). Failure of STATION or of AGENCY to enforce any of the provisions herein listed with respect to a breach thereof in any one instance shall not be construed as a general relinquishment or waiver under this agreement and the same shall nevertheless be and remain in full force and effect.

(h). AGENCY agrees that STATION may deduct from any period of five minutes or longer not more than thirty seconds for station-break purposes.

COPYRIGHT NOTICE

Any advertising agency is authorized to use this copyrighted form on colored stock. Such authorization is a privilege, however, which may be withdrawn in any individual case if it should be reported that the form is being used to deceive or mislead media, or to help perpetrate a fraud on the public, or for other illegal purpose, or to the detriment of advertising. [Any medium also is authorized to use this copyrighted form in dealing with advertising agencies.

Any changes in the copyrighted conditions must be clearly and conspicuously noted on the face of the form.

Copyright October 1956, American Association of Advertising Agencies, Inc.

RIDER NO. 1

(For Spot Broadcasting - Spot Telecasting)

1. Station agrees not to broadcast announcements or programs for any other tobacco product fifteen (15) minutes before the start of any or all of The American Tobacco Company products or fifteen (15) minutes after the completion of any or all of The American Tobacco Company products unless otherwise noted in this agreement.
2. Duplicate affidavits of satisfactory performance will be furnished by station to the agency, and payment is contingent upon receipt thereof. Bills are to be rendered on the basis of as earned.
3. Anything to the contrary notwithstanding all broadcasts in the above classifications placed for The American Tobacco Company or any of its divisions within one (1) year from the effective date hereof, are to apply on this contract and are to be combined to earn lower rates. Broadcasts need not be run consecutively.
4. Agency reserves the right to refuse to make payment for any announcements in this schedule in the event that any announcements in prime time are broadcast in sequence with more than one other commercial announcement without prior approval. In the event any announcements in this schedule are so broadcast, agency further reserves the right to cancel this contract forthwith.
5. It is agreed that all announcements covered by this contract are to be treated as spot commercials, and in no manner should the announcements of The American Tobacco Company reflect sponsorship; either stated or implied; of any segment or portion of a program.

(Agency Signature)

BY

James Murphy

ACCEPTED BY STATION

WDZO, Orlando

PER

Paul E. Hallberg
Klein & Radio

LAWRENCE C. GUMBINNER ADVERTISING AGENCY, INC.

655 Madison Avenue, New York 21, N.Y.

MAR 28 1960

DUPLICATE FOR STATION ACCEPTANCE
PLEASE SIGN AND RETURN TO AGENCY

TO MANAGEMENT OF STATION **WHOO**

CONTRACT NO. **DIT-779**

CITY AND STATE **Orlando, Florida**

DATE **March 7, 1960**

THE AMERICAN TOBACCO COMPANY

PLEASE FURNISH BROADCASTING FACILITIES TO **Herbert Tarayton and/or Del-Ten Cigars and/or Herbert Tarayton**
FOR **Herbert Tarayton and/or Del-Ten Cigars and/or Herbert Tarayton**
Herbert Tarayton and/or Del-Ten Cigars and/or Herbert Tarayton
Herbert Tarayton and/or Del-Ten Cigars and/or Herbert Tarayton

LENGTH OF BROADCAST	HOURLY	DAYS	TIMES PER WEEK	TOTAL NO. TIMES
Minute	7:00-8:30 AM	Mon. thru Fri.	5	110
	4:30-6:00 PM	Mon. thru Fri.	5	110
				220

DATE OF FIRST BROADCAST
February 1, 1960

EXPIRATION DATE
October 22, 1960

PROGRAM MATERIAL ARRANGEMENTS

All Broadcasts in the above classification placed for The American Tobacco Company within one year from the effective date of contract are to apply on this contract and to be combined to earn lower rates. Broadcasts need not be run consecutively.

COMMERCIAL ANNOUNCEMENTS

CONTINUITY

LIVE TALENT

TRANSCRIPTIONS

ADDITIONAL INSTRUCTIONS

22 Week Flight Schedule
2/1-2/27
3/28-4/23
5/23-6/23
7/25-8/27
9/26-10/22

Frequency: 10 Plan -
\$5.50 per spot.

RATES:	Station Time	Talent	Line Service	Other Charges	Total
Each Broadcast:	\$	\$	\$	\$	\$ per broadcast
For 220 Broadcasts:	\$	\$	\$	\$	\$ 1,210.00 for contract

LESS TIME DISCOUNT: _____% LESS AGENCY COMMISSION: _____% of Station time Charge
_____% _____% of Talent Charge

LESS CASH DISCOUNT: _____% of net time charge
If paid by _____th of month following services

Subject to conditions on back and any other conditions attached hereto:

LAWRENCE C. GUMBINNER ADVERTISING AGENCY, INC., PER **Robert A. Murphy**

ACCEPTED FOR STATION **W/100**

BY **John R. Rutledge**

CONDITIONS

Approved 1956 by American Association of Advertising Agencies and National Association of Radio and Television Broadcasters.
Such approval does not mean that any agency or station is obligated to use this form or these conditions.

The advertising agency placing advertising covered by this contract (hereinafter called AGENCY) and the station accepting this contract (hereinafter called STATION) hereby agree that this contract shall be governed by the following conditions:

1. PAYMENT

(a). AGENCY agrees to pay, and STATION agrees to hold AGENCY solely liable for payment for the broadcasts covered by this contract unless expressly otherwise agreed in writing.

(b). AGENCY agrees to pay for broadcasts covered by this contract, at the office of STATION or of its authorized representative, on or before the last day of the month following that in which the broadcasting is done unless otherwise stipulated on the face of this contract; or when cash discount is allowed but payment date not specified on the face of the contract, on the fifteenth of the month following.

(c). In all cases date of payment is material and unless otherwise stipulated the postmark date on the envelope properly addressed to STATION or to its representative shall be considered the date when payment was made.

(d). STATION's invoices for broadcasts covered by this contract shall be in accordance with STATION's log and shall so state on each such invoice, and shall be deemed to be correct unless proved otherwise.

(e). Invoices should be rendered not less than monthly.

(f). Upon request of AGENCY, affidavits or certifications of performances are to be furnished by STATION to AGENCY at the time of billing. Unless requested prior to billing, the request for and the furnishing of such affidavits or certifications shall not act as a condition precedent to the payment or the time of any payment called for hereunder.

(g). STATION reserves the right to cancel this contract at any time upon default by AGENCY in the payment of bills, or other material breach on the part of AGENCY of any of the conditions herein; and upon such cancellation all broadcasting done hereunder and not paid shall become immediately due and payable. In case of delinquency in payment, due in the opinion of STATION to impaired credit or if STATION believes reasonably that AGENCY's credit has been impaired, STATION shall have the right to change the requirements as to the terms of payment for further broadcasts under this contract as it may see fit, by giving AGENCY written notice addressed to AGENCY's last known business address.

(h). In the event of a cancellation for reasons of a material breach by AGENCY, AGENCY shall pay to STATION, as liquidated damages, a net sum equal to the actual out-of-pocket cost to STATION incurred through the cancellation of this contract, together with the amount owing at the earned rate, for broadcasts performed hereunder prior to such cancellation.

(i). In the event of a cancellation by reason of a material breach by STATION, STATION shall pay to AGENCY, as liquidated damages, a net sum equal to the actual out-of-pocket cost to AGENCY incurred through cancellation of the contract.

2. TERMINATION AND RENEWAL

(a). Contract may be terminated by either party by giving the other twenty-eight (28) days' prior written notice; provided that no such notice shall be effective until twenty-eight (28) days after start of broadcasts hereunder. It is provided further that this contract insofar as it covers broadcasts of less than five minutes' duration, may be terminated by either party at any time by giving the other party twenty-eight (28) days' prior written notice, but no such notice shall be effective until twenty-eight (28) days after start of broadcasts hereunder.

(b). If AGENCY terminates this contract, AGENCY will then either agree with STATION on a satisfactory substitute day or time for continuance of broadcasts covered by this contract at the card rates on which this contract is based, or, if no such agreement can be reached, STATION will pay STATION according to the rates specified herein for all broadcasts previously rendered by STATION; that is, AGENCY shall have the benefit of the same discounts which AGENCY would have earned had it been allowed to complete the contract. In the event of termination hereunder, neither party shall be liable to the other party otherwise than as specified in this paragraph, and in paragraph 6 hereof.

(c). The broadcast time (or times) covered by this contract may be renewed by AGENCY provided there is no interruption in the continuity of the broadcasts, by giving STATION twenty-eight (28) days' written notice prior to the expiration of this contract or any extension thereof. It is agreed further that this contract, insofar as it covers broadcasting of less than five minutes' duration, may be renewed by AGENCY giving STATION fourteen (14) days' written notice prior to the expiration of this contract or any extension thereof. Failure to exercise this option to renew within the time and in the manner provided voids all AGENCY's right to such renewal.

3. INABILITY TO BROADCAST

(a). Should STATION, due to public emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, secondary boycotts, Acts of God (whether or not such Acts of God have occurred frequently or habitually) or of a common or seasonal occurrence in the general locality of such broadcasting), or for any other reason, including but not restricted to mechanical breakdowns, beyond the control and without the fault of STATION, provided that STATION has taken reasonable precautions against their recurrence, be unable to broadcast any or part of any of AGENCY's broadcasts at the time specified, STATION shall not be liable to AGENCY except to the extent of allowing in such case: (1) a pro-rata reduction in the time charges hereunder, or (2) if an interruption occurs during the commercial announcement portion of any broadcast, a credit to AGENCY in the same proportion to the total STATION charges which the omitted commercial portion bears to the total commercial portion of the broadcast, it being mutually agreed that STATION shall credit AGENCY on whichever basis is more favorable to AGENCY. In the event of such omission, STATION will, upon AGENCY's request, make a suitable courtesy announcement as to such omission. Such omission or interruption shall not affect rates of discount; that is, AGENCY shall have the benefit of the same discount which AGENCY would have earned had it been allowed to complete the broadcasts omitted.

4. SUBSTITUTION OF PROGRAMS OF PUBLIC IMPORTANCE OR IN THE PUBLIC INTEREST

(a). STATION shall have the right to cancel any broadcast or any portion thereof covered by this contract in order to broadcast any program which in its absolute discretion it deems to be of public importance or in the public interest. In any such case STATION will notify AGENCY in advance, if reasonably possible, but, in any case, within a reasonable time after such broadcast, that AGENCY's broadcast has been cancelled.

(b). In the case of any broadcast cancelled under Paragraph 4 (a) above, AGENCY and STATION will agree on a satisfactory substitute day and time for the broadcast or, if no such agreement can be reached within a reasonable time, the broadcast shall be considered as cancelled without affecting the rates, discounts, or rights provided under this contract, except that AGENCY shall not be required to pay for the cancelled broadcast, unless required by Paragraph 4 (c).

5. TIME RATES

(a). STATION represents that the time rate named in this contract is the lowest rate made by STATION for like broadcasts at the time this contract is entered into. If at any time during the life of this contract STATION makes a lower rate for like broadcasts this contract shall be continued at such lower rate from the effective date of such lower rate.

(b). STATION represents that all its time rates are published. STATION shall furnish its rates to AGENCY if requested in writing.

(c). Except as otherwise agreed to in writing, if this contract is continued, without interruption within the control of AGENCY, beyond the time specified herein, the additional broadcasts shall be considered a part of this contract and the same time rate shall apply until any lower rates, prevailing at the time this contract was made, shall have been earned; and then such lower time rate shall apply to the whole contract. This provision shall not, however, cover a broadcast later than one year from the date of the first broadcast.

(d). In the event of revision of STATION rates or discounts, any continuous broadcasts under this contract may be extended at the rates and discounts herein shown without penalty of short rate or loss of discounts on previous broadcasts hereunder for a period of not more than fifty-two (52) weeks from the effective date of such revision.

(e). In the event AGENCY contracts with STATION for additional broadcast time, for the advertiser herein named, the time rates and discounts shown on the rate card on which this contract is based shall apply to such additional time for a period of fifty-two (52) weeks from the effective date of any revision of station time rates or discounts.

(f). All broadcasts placed with STATION for the advertiser for consecutive broadcasting within one year from the date of the first broadcast hereunder shall be combined for the purpose of calculating the total amount of frequency discounts earned, provided, however, that announcements cannot be so combined with five (5) minute or longer programs.

6. BROADCASTS

(a). The contract for STATION time includes the services of the technical staff and of a regular staff announcer. Other talent and service charges, if any, are covered in this contract and such charges are subject to change by AGENCY with the consent of STATION.

(b). Broadcasts prepared by AGENCY are subject to the approval of STATION, both as to artists and to broadcast content.

(c). If STATION has not received material for any broadcast at least 96 hours in advance of broadcast time, STATION shall notify AGENCY by collect telegram. Should STATION fail to receive material for such broadcast at least 72 hours in advance of broadcast time, STATION shall have the right to produce a substitute broadcast, making its regular charges for time and a reasonable charge for talent used, and, unless otherwise instructed by AGENCY, announcing the name, address and business of the advertiser.

(d). Except as otherwise hereinafter expressly provided, AGENCY will hold and save STATION harmless against all liability for libel, slander, illegal competition or trade practices, infringement of trade marks, trade names or program titles, violation of rights of privacy and infringement of copyrights and proprietary rights, resulting from the broadcasting of the broadcasts herein provided in the form furnished by AGENCY. STATION agrees, however, to hold and save AGENCY and advertiser harmless against all such liability where the broadcasts are prepared and produced both as to artists and broadcast content by STATION excepting only such liability as may result from the broadcasting of the commercial credits and other material as furnished by AGENCY. STATION will hold and save AGENCY and advertiser harmless against all such liability with respect to music on station-built broadcasts. STATION will hold and save AGENCY and advertiser harmless against all such liability with respect to music on agency-built broadcasts, provided such music has been cleared and approved for broadcasting by STATION. AGENCY will hold and save STATION harmless against all such liability with respect to music on agency-built broadcasts if such music has not been cleared and approved for broadcasting by a licensee designated by STATION.

(e). The provisions of Paragraph 6 (d) shall survive any cancellation or termination of this contract.

7. GENERAL

(a). This contract is subject to the terms of licenses held by STATION and to all laws, regulations, orders, decrees and municipal laws and regulations now in force, or which may be enacted in the future, including the Rules and Regulations of the Federal Communications Commission made in pursuance of its quasi-legislative powers and its decisions and actions and orders when acting in its quasi-judicial capacity.

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

(c). STATION shall not be required to broadcast hereunder for any other products than the ones named in the contract, without first obtaining the approval of STATION so to do in writing.

(d). In dealing with agencies, STATION shall follow a uniform policy to avoid discrimination.

(e). All requests by AGENCY for STATION to receive and handle mail, cables, telegrams or telephone calls, in connection with the broadcasts under this contract, must have the prior approval of STATION and, if approved, the said communications will be received and handled at the sole risk of AGENCY, and AGENCY shall reimburse STATION for all of the expense incurred by it in connection with the handling of such matters.

(f). Any broadcast material or any other material, information or property of whatever nature or kind, to be received and handled by STATION, must have the prior approval of STATION and, if approved, will be received and handled at the sole risk of AGENCY, and AGENCY shall reimburse STATION for all of the expense incurred by it in connection with the handling of such matters.

(g). Failure of STATION or of AGENCY to enforce any of the provisions herein listed with respect to a breach thereof in any one instance shall not be construed as a general relinquishment or waiver under this agreement and the same shall nevertheless be and remain in full force and effect.

(h). AGENCY agrees that STATION may deduct from any period of five minutes or longer not more than thirty seconds for station-break purposes.

COPYRIGHT NOTICE

Any advertising agency is authorized to use this copyrighted form on colored stock. Such authorization is a privilege, however, which may be withdrawn in any individual case if it should be reported that the form is being used to deceive or mislead media, or to help perpetrate a fraud on the public, or for other illegal purpose, or to the detriment of advertising. Any medium also is authorized to use this copyrighted form in dealing with advertising agencies.

Any changes in the copyrighted conditions must be clearly and conspicuously noted on the face of the form.

Copyright, October 1956, American Association of Advertising Agencies, Inc.

MAR 29 1964

RIDER NO. 1

(For Spot Broadcasting - Spot Telecasting)

1. Station agrees not to broadcast announcements or programs for any other tobacco product fifteen (15) minutes before the start of any or all of The American Tobacco Company products or fifteen (15) minutes after the completion of any or all of The American Tobacco Company products unless otherwise noted in this agreement.
2. Duplicate affidavits of satisfactory performance will be furnished by station to the agency, and payment is contingent upon receipt thereof. Bills are to be rendered on the basis of as earned.
3. Anything to the contrary notwithstanding all broadcasts in the above classifications placed for The American Tobacco Company or any of its divisions within one (1) year from the effective date hereof, are to apply on this contract and are to be combined to earn lower rates. Broadcasts need not be run consecutively.
4. Agency reserves the right to refuse to make payment for any announcements in this schedule in the event that any announcements in prime time are broadcast in sequence with more than one other commercial announcement without prior approval. In the event any announcements in this schedule are so broadcast, agency further reserves the right to cancel this contract forthwith.
5. It is agreed that all announcements covered by this contract are to be treated as spot commercials, and in no manner should the announcements of The American Tobacco Company reflect sponsorship; either stated or implied; of any segment or portion of a program.

(Agency Signature)

BY Janet Murphy

ACCEPTED BY STATION

PER John W. R. [Signature]