

Purchase Order Number 12466

This Number Must Appear on all
Invoices, Packing Lists, and Packages

**ADAMS COUNTY
PURCHASE ORDER**

Page 1 of 1
Order Date: 04/14/15
Requested Date: 04/14/15
Cost Center: 5041


Vendor Address	Vendor and Shipping Information	Ship To Information
COMCAST SPOTLIGHT PO BOX 742637 LOS ANGELES CA 90074-2637	Phone: FAX: e-mail: Delivery: FOB DESTINATION	ADAMS COUNTY PARKS AND OPEN SPACE 9755 HENDERSON ROAD BRIGHTON CO 80601
VENDOR NUMBER: 124406		

Ln	R	Description / Supplier Item	QTY	UOM	Unit Price	Extended Price	Account Number	Req. No.
1	0	Advertising on Comcast		EA	0.0000	17,000.00	5041.8005	00006027

Original

Term Net 30 Days	Tax Rate *NA*	Sales Tax 0.00	Total Order 17,000.00
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ACCEPTANCE OF THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT
COLORADO TAX EXEMPT #98-03569

Invoice to: Adams County A/P 4430 S. Adams County Pkwy. Suite C4000A Brighton, CO 80601-8212 720-523-6050	Inquiries to: Adams County Purchasing Department 4430 S. Adams County Parkway, Suite C4000A Brighton, CO 80601-8212 720-523-6050	 350103DEROMANIS, BENJAMIN R ADAMS COUNTY AUTHORIZED SIGNATURE
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SERVICE PURCHASE ORDER TERMS AND CONDITIONS

1. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

2. TERM: The term of this Agreement shall be for no more than one year from the date of this purchase order unless otherwise noted on the first page of this document.

3. INDEPENDENT CONTRACTOR: In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts, and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

4. NONDISCRIMINATION: The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

5. INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

6. INSURANCE: The Contractor agrees to maintain insurance of the following types and amounts:

6.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

6.1.1. Each Occurrence \$1,000,000

6.1.2. General Aggregate \$2,000,000

6.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

6.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)

6.2.2. Personal Injury Protection Per Colorado Statutes

6.3. Workers' Compensation Insurance: Per Colorado Statutes

6.4. Adams County as "Additional Insured": The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

6.4.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

6.4.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

6.4.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

6.5. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

6.6. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

6.7. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverages or policies required under this Agreement.

7. TERMINATION:

7.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

7.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

8. MUTUAL UNDERSTANDINGS:

8.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the 17th Judicial District, Colorado.

8.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) when exposed to or provided with any data or records under this Agreement that are considered to be "Protected Health Information."

8.3. OSHA: Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

8.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.

8.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

8.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

8.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

8.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile was received.

8.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

8.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

9. CHANGE ORDERS OR EXTENSIONS:

9.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. Such changes, including any increases or decreases in the amount of the Contractor's compensation, must be mutually agreed upon in writing by the County and the Contractor. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.

9.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

10. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:

10.1. Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

10.2. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

10.3. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

10.4. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

10.5. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

10.6. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

10.7. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

10.8. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

10.9. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

11. **Quality:** Seller warrants that the goods delivered hereunder will conform to the description stated in this Order and that the goods will be merchantable, of good workmanship and materials, and free from defects. These warranties shall survive inspection, testing and/or acceptance of the goods. At Buyer's option, and without prejudice to any other rights Buyer may have, Seller shall remedy any defective goods or reimburse Buyer for its costs for remedying or replacing defective goods.

12. **Appropriation Clause:** The payment of Buyer's obligation hereunder in fiscal years subsequent to the current year are contingent upon funds for this Order being appropriated and budgeted. If funds for this Order are not appropriated and budgeted in the year subsequent to the fiscal year of issuance of this Order, the Buyer may terminate this Order. Buyer's fiscal year is the calendar year. Termination under this provision shall not result in any penalty being imposed against Buyer.



Parks & Open Space Department
Adams County Regional Park
9755 Henderson Road, Brighton, CO 80601
PHONE 303.637.8000 FAX 303.637.8015

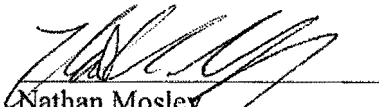
MEMORANDUM

Date: February 9, 2015
To: Ben DeRomanis, Purchasing Agent
From: Mary Willis, Co-Fair Manager
Through: Nathan Mosley, Parks & Open Space Director

The fair has a long standing partnership with Comcast and wishes to continue to advertise the fair online in digital format to the Comcast subscribers in the Northern Colorado Region.

Negotiations were held with our local Comcast Representative to advertise the Adams County Fair from July 30th through August 8th. In addition, Comcast is providing at no additional charge, 200 bonus advertising spots in the form of a sponsorship which is valued at \$15,000.00

I authorize Mary Willis to process a purchase order in the amount of \$17,000.00 to Comcast to provide advertising services for the 2015 Adams County Fair.


Nathan Mosley
Parks & Open Space Director

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 14th day of APRIL 2015, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Comcast Spotlight located at 1899 Wynkoop St, Suite 400, Denver, Colorado 80202 hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the Advertisement Insertion Order attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. The following provisions in Exhibit A are altered as follows:
 - 1.2.1 Section 8 Indemnification: The clause, "To the extent allowed by law," shall be added to the beginning of this section.
 - 1.2.2 Section 10 Confidential Information: The following sentence shall be added, "Purchaser is a public entity subject to the Colorado Open Records Act (CORA). In the event of conflict between the terms of this agreement and CORA, the terms of CORA shall prevail."
- 1.3. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. **RESPONSIBILITIES OF THE COUNTY:** The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of this Agreement.

4. **PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of: \$17,000.00

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In

the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. **NONDISCRIMINATION:**

6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2. Personal Injury Protection:

Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

8.4. Adams County as "Additional Insured": The Contractor's commercial general liability, comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured."

8.5. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.6. Cancellation: Each insurance policy herein required shall state that notice of cancellation will be given in accordance with policy provisions.

8.7. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement in the form of a certificate of insurance.

9. TERMINATION:

9.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

9.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

10. MUTUAL UNDERSTANDINGS:

10.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.

10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without

limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- 10.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 10.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 10.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 10.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 10.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 10.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Parks and Open Space
Contact: Melanie Snodell
Address: 9755 Henderson Road
City, State, Zip: Brighton, Colorado 80601
Phone: 303.637.8027
E-mail: MSnodell@adcogov.org

Department: Adams County Purchasing
Contact: Ben DeRomanis
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6043
E-mail: bderomanis@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116

Contractor: Comcast Spotlight
Contact: Maggie Murphy
Address: 1899 Wynkoop St., Suite 400
City, State, Zip: Denver, Colorado 80202
Phone: 303-603-0761
E-mail: Maggie_Murphy@cable.comcast.com

- 10.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 10.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 10.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

11. CHANGE ORDERS OR EXTENSIONS:

- 11.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- 11.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

12. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

- 12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 12.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 12.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 12.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

Adams County Parks and Open Space

[Signature]
Signature

4/13/15
Date

Nathan Mosley
Printed Name

Director of Parks & OPEN SPACE
Title

Comcast Spotlight

[Signature]
Signature

4/6/15
Date

JACK HOOVER
Printed Name

VP FINANCE
Title

Attest:

Stan Martin, Clerk and Recorder

[Signature]
Deputy Clerk

Approved as to Form:

[Signature]
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF Arapahoe)

STATE OF Colorado)SS.

Signed and sworn to before me this 6 day of April, 2015,

by Janet MacDonald,

[Signature]
Notary Public



My commission expires on: May 22, 2016

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

Date

Signature

Name (Print or Type)

Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

COMCAST SPOTLIGHT

Insertion Order Detail

Today's Date: February 9, 2015

ORDER INFORMATION			
Advertiser:	ADAMS COUNTY FAIR		
Campaign Name:	1025810 - August XFINITY 2015		
USO ID:		1075410	
01 Sales Order ID:		82525	
Order Version:			
Order Start Date:	7/20/2015		
Order End Date:	8/8/2015		

CLIENT/AGENCY CONTACT INFORMATION			
Client Name		Billing Agency	
ID:			
Contact Person:			
Company Name:	ADAMS COUNTY FAIR	IN HOUSE ADAMS COUNTY	
Address 1:	9755 Henderson Road	9755 Henderson Road	
Address 2:	Brighton CO 80601	Brighton	
Email:			
Telephone:	303-637-3002		

PUBLISHER CONTACT INFORMATION			
Primary Sales Person:			Order Source:
Name:	Maggie Murphy		Jessica Harris
Email:	Maggie_Murphy@cable.comcast.com		Jessica_Harris@cable.comcast.com

MEDIA PLAN INFORMATION										
Start Date	End Date	Placement Name	Targeting	Alt Ad Service	Cost Type	Gross Rate	Net Rate	Quantity	Gross Value	Net Cost
7/30/2015	7/30/2015	Xfinity Sign-in Page Custom Roadblock 1400x800	DMA-Denver		CPM	20.00	17.00	140,000	2800.00	2,380.00
8/6/2015	8/6/2015	Xfinity Sign-in Page Custom Roadblock 1400x800	DMA-Denver		CPM	20.00	17.00	140,000	2800.00	2,380.00
7/20/2015	8/8/2015	Denver DMA Xfinity Homepage IBV 300x250	DMA-Denver		CPM	16.00	13.60	326,250	5220.00	4,437.00
7/20/2015	8/8/2015	North East Xfinity Run of Site IBV 300x250	Zones-Denver/North East CO		CPM	17.00	14.45	200,000	3400.00	2,890.00
7/20/2015	8/8/2015	North West Xfinity Run of Site IBV 300x250	Zones-Denver/North West CO		CPM	17.00	14.45	200,000	3400.00	2,890.00
7/20/2015	8/8/2015	North East NBCU Run of Network IBV 300x250	Zones-Denver/North East CO		CPM	17.00	14.45	70,000	1190.00	1,011.50
7/20/2015	8/8/2015	North West NBCU Run of Network IBV 300x250	Zones-Denver/North West CO		CPM	17.00	14.45	70,000	1190.00	1,011.50
7/20/2015	8/8/2015	CABLE TV	DMA-Denver		BONUS Sponsorship Spots	0.00		200+ Spots	15000.00	0.00
						Total Gross:		1,146,250	\$ 20,000.00	\$ 17,000.00
									Total Net:	\$ 17,000.00

ADDITIONAL INFORMATION	
Co-op:	No
Specialized Opportunity:	
Billing Period:	Broadcast
Creative Contract:	

NOTES

Signature:

Date:

Advertiser Terms and Conditions

The following are the terms and conditions (the "Terms and Conditions") on which Comcast Spotlight, LP ("Comcast") or Comcast Affiliates (defined below) will distribute advertisements ("Ad(s)") via linear spot cable ("Spot Cable") which may include interactive overlays or functionality, video on demand ("VOD"), and/or websites that Comcast or Comcast Affiliates own, operate, host, or distribute ads on ("Covered Sites") pursuant to one or more insertion orders (each, an "IO") that the parties may negotiate from time-to-time. As used herein, the term "Contract" shall mean these Terms and Conditions, together with any IO, and "Comcast Affiliates" shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with Comcast, excluding NBCUniversal Media, LLC.

1. INSERTION ORDERS

(a) Each IO shall specify the (i) name of the organization/company/person on whose behalf Ads are being purchased (the "Advertiser"), (ii) in the event the person or entity signing the IO is an advertising agency or other representative for the Advertiser (the "Ad Representative"), the relationship between the Advertiser and such Ad Representative; (iii) the types and quantity of inventory being purchased or delivered; (iv) rates; (v) campaign start date(s) and end date(s); and (vi) networks of distribution platforms on which the Ads will appear. (b) An IO will be deemed binding only upon (i) signature by both parties or (ii) in the case of an IO signed only by Advertiser, the display of the first Ad by Comcast (unless otherwise specified in the IO).

2. BILLING AND PAYMENTS

(a) Comcast will bill Advertiser monthly, using the standard broadcast month, subject to Section 4. (b) Invoices shall contain information with regard to the product type, quantity, length, rate, network and any additional identification, including codes provided by Advertiser and reasonably acceptable to Comcast. Additional charges other than for distribution of Ads may be itemized on a separate invoice. (c) Payment shall be made in advance of the distribution date, unless credit arrangements acceptable to Comcast have previously been made in writing, in which event payment shall be made no later than 30 days after Advertiser's receipt of invoice. (d) Upon Advertiser's request, affidavits for Spot Cable shall state dates and times taken from the official log maintained by Comcast. Such excerpts from the official log shall be the affidavits of performance and the definitive proof of performance. (e) Advertiser agrees to pay all amounts payable under this Contract. Amounts not timely paid as required by this Contract shall be considered delinquent and shall bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) until paid in full. In the event Advertiser fails to make such payments, Advertiser and/or Ad Representative, will be jointly and severally liable for all amounts owed and reasonable expenses (including legal fees and other costs) incurred by Comcast in collecting such amounts.

3. REJECTION AND TERMINATION

(a) Comcast reserves the right to reject, cancel, or suspend any Ad or IO at any time, for any reason whatsoever. Comcast reserves the right to immediately cancel this Contract at any time upon notice, whether oral or in writing, (i) upon default by Advertiser in the payment of invoices, (ii) for any other material breach of the terms hereof, (iii) if Comcast determines that Ad(s) or Ad Materials fail to meet Comcast, network, or carrier content guidelines, (iv) if Ad(s) or Ad Materials violate any federal, state or local law, rule or regulation ("Laws") or (v) if Ad(s) or Ad Materials contain material that violates the rights of a third party. Upon cancellation, all charges for the distribution of Ads completed hereunder and not paid shall become immediately due and payable. (b) Advertiser may cancel the distribution of Spot Cable Ads of 60 seconds' or less duration upon 14 days' prior written notice to Comcast, effective no earlier than 14 days after the commencement of distribution of Ads under this Contract. Advertiser may cancel the distribution of Spot Cable Ads of more than 90 seconds' duration upon 28 days' prior written notice to Comcast, effective no earlier than 28 days after the first date of distribution under this Contract. Advertiser may cancel the distribution of Ads on VOD, iGuide, or an interactive platform upon 14 days' prior written notice to Comcast, effective no earlier than 14 days after the commencement of distribution under this Contract. Advertiser may cancel the distribution of Ads on Covered Sites if Comcast is in material breach of its obligations hereunder and fails to cure such breach within 10 days of Advertiser's written notice, except as otherwise stated in this Contract with regard to specific breaches. This paragraph notwithstanding, Advertiser may not cancel an IO that is accepted on a non-cancelable basis. (c) If Advertiser cancels this Contract or an IO, or if Comcast cancels this Contract or an IO for cause due to a breach by Advertiser, all discounts shall be void and rates on the then-current rate card will apply to any Ads distributed after the notice date of such termination through the effective date of cancellation. If Comcast cancels this Contract either for cause due to a breach by Advertiser, Advertiser shall have the benefit of the same discounts that it would have earned had it been allowed to complete this Contract. (d) If Advertiser cancels any special promotion, contest, sponsorship, sweepstakes or other service provided to Advertiser by Comcast or Comcast Affiliates, at Comcast's sole discretion, any related discounts for Ads shall be void and rates on the current rate card shall apply to all Ads distributed after the notice date of such termination through the effective date of cancellation.

4. AD MATERIALS

(a) Unless otherwise noted on the IO, Advertiser shall provide all materials for Ads, including without limitation artwork, copy, active URLs, and scheduling instructions ("Ad Materials") to Comcast in compliance with generally accepted standards of good practice and in accordance with specifications required by Comcast. Comcast reserves the right to reject, edit, digitize, cut, edit, after, reformat, recast, modify, and/or compress the Ad Materials and to transmit such Ad Materials in their edited, digitized modified, altered, or compressed form for distribution. Advertiser shall pay all expenses incurred in connection with the delivery of Ad Materials to Comcast, and with the return to Advertiser, if such return is directed on the IO or is otherwise requested by Advertiser. If Advertiser fails to deliver Ad Materials to Comcast by the respective deadline set by the relevant Comcast market, Comcast will use reasonable efforts to distribute Ads despite late delivery, but shall not be liable for the failure to distribute Ads. Notwithstanding the foregoing, if Advertiser delivers Ad Materials late, Comcast may bill Advertiser for the media purchased pursuant to the IO. (b) Notwithstanding anything in this Contract to the contrary, Ad Materials provided by Advertiser are subject to Comcast approval and network/carrier restrictions and guidelines, including standards and practices and consumer protection statutes. Comcast retains a continuing right to reject or withdraw Ad Materials submitted by Advertiser, including but not limited to, the right to reject or withdraw for unsatisfactory technical quality, objectionable or unlawful content, incorrect price or other incorrect or inaccurate information, or in the case of interactive platform Ads, for unlawful collection or use of personally identifiable information ("PII" as defined below) as determined by Comcast at its sole discretion. If any Ad or Ad Materials are deemed unsatisfactory hereunder, Comcast shall notify Advertiser, and unless Advertiser furnishes satisfactory material in a sufficient amount of time in advance of distribution as determined by Comcast, Comcast may bill Advertiser for the time reserved on the IO. (c) Regarding Covered Sites, if a third party Ad Server is specifically identified in an IO, Advertiser may serve Ads through such third party ad serving system, it being agreed and acknowledged that the traffic and impressions reporting provided by Comcast shall control with respect to Comcast's obligations under this Agreement. Comcast may discontinue display of Ads if the total number of impressions for such specified display period is reached prior to the end of the scheduled display stop date. A campaign is considered fully delivered if at least 95% of the impressions were run. If there is a shortfall in delivery of impressions of more than 5% at the end of any specified period, Comcast will provide, as Advertiser's sole remedy, "make good" impressions through comparable placements, to be delivered no later than 60 days following the applicable scheduled display stop date. (d) Advertiser acknowledges that other content, tools or information provided by Comcast or third parties may appear on the screen over the Ad or Ad Materials, including, without limitation, (i) navigational content appearing during processes such as program selection, ordering and playback, (ii) Emergency Alert System information that the Systems are obligated by law to display, and (iii) any content, tools or information that a television or viewer could cause to be displayed on the television screen through interactive media or otherwise. Comcast and Comcast Affiliates may copy and store the Ad during the distribution thereof as Comcast deems appropriate to optimize the performance of Comcast content distribution on the Systems.

5. RATES AND CHARGES

(a) Comcast reserves the right to increase rates at any time without prior notice, but no such increases shall be applied to distributions under a current IO unless otherwise provided on the IO. (b) Advertiser may contract for distribution of Ads of various lengths subject to Comcast's rate card and only with prior Comcast approval. (c) Spot Cable Ads contracted for distribution on an interconnect basis will be billed after such Ads have been distributed to 90% of the subscribers within the applicable interconnect capable of receiving the applicable schedule in standard definition. Ads distributed on other platforms will be billed no later than the end of the month following the month in which such distribution occurs, regardless of whether or not the applicable campaign has completed. To the extent that incremental costs become due with respect to text message Ads sold at a flat or package rate (prepaid), such incremental charges will be billed during the month in which such costs are due. (d) Advertiser will pay all non-recoverable out-of-pocket costs expenses incurred in connection with any Ads, promotion, contest, sweepstakes or other service provided to Advertiser by Comcast or Comcast Affiliates. (e) Comcast may invoice Ads distributed on interactive platforms based on performance data ("Data") provided by a third party, as specified in the IO. Comcast specifically disclaims and makes no representations or warranties of any kind, express or implied regarding the Data.

6. FORCE MAJEURE

(a) If Comcast fails to distribute Cable Spot or VOD Ad(s) as specified on an IO, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes, mechanical or electronic breakdowns, or any reason other than Advertiser's failure to deliver Ad Materials by respective deadline ("Force Majeure Event"), Comcast shall, in its sole discretion, offer Advertiser (i) comparable commercial announcement time on a substitute basis, or (ii) a reduction in the time charges equal to the amount of money proportionally assignable to such Ads not distributed. (b) If Comcast fails to distribute Ads on Covered Sites as specified on an IO, due to a Force Majeure Event, Comcast shall, in its sole discretion,

offer Advertiser a pro rata reduction in the space, time and/or program charges hereunder in the amount of money assigned to the space, time and/or program charges at time of purchase.

7. INTERACTIVE PLATFORMS

In connection with customers and potential customers obtained by means of Ads on interactive platforms, Advertiser will (a) use the contact information provided by Comcast's customers solely for the purposes of providing such customers with communications they have specifically opted-in to receive, provided, that when a customer is given the option to opt-in, Advertiser shall (i) clearly inform the customer regarding the uses to which such contact information shall be made and (ii) make reasonably available to such customer the privacy policies to which such information shall be subject; (b) not disclose, sell or share any personally-identifiable customer information to any third party; (c) be solely responsible to respond to all customer inquiries promptly and efficiently; (d) comply at all times with Comcast and Advertiser's customer contact guidelines, if any; (e) ensure that any customer who requests a "do not call" "do not email" or equivalent listing is immediately removed from all call or email lists and follow-ups; (f) cease all contact with any customer immediately upon request from such customer or Comcast; (g) transmit all contact data securely and keep all contact data in a secure environment and otherwise be respectful and protective of customer privacy in all respects; (h) not contact customers utilizing an autodialer or similar technology or a prerecorded message; (i) make any required disclosures of costs that may be incurred by customers who receive text messages or calls to mobile phones; and (j) comply with all other applicable carrier, network and Comcast guidelines. In addition, communications made by Advertiser to Comcast's customers in accordance herewith (A) shall only promote the products and services of Advertiser that customer has expressly requested to be sent such communications and (B) shall not include any advertisement, sponsorship or promotion of or by any party other than Advertiser. Further, any communications between Advertiser and customers or potential customers are subject to the reasonable approval of Comcast. Nothing in the foregoing shall prevent Advertiser from creating lists of, or to market to customers who have independently contacted Advertiser regardless of whether they had previously used any of Comcast's interactive platforms.

8. INDEMNIFICATION

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"To the extent allowed by law"

(a) Advertiser shall indemnify, defend and hold Comcast and Comcast Affiliates harmless from and against any and all claims, suits, actions, damages, liabilities, judgments, losses, assessments, interest charges, penalties, costs and expenses (including, attorney's fees and disbursements) arising out of or relating to (i) the creation or production of Ads provided and/or authorized by Advertiser; (ii) the distribution of the Ads and the products and services they advertise; (iii) the Ad Materials provided by Advertiser; and (iv) any breach by Advertiser of this Contract or any of Advertiser's representations or warranties hereunder. Where Ad Representative contracts for Ads on behalf of Advertiser, Advertiser and Ad Representative shall be jointly and severally liable for all indemnification obligations in favor of Comcast. The foregoing representations, warranties and indemnities shall survive the completion, cancellation, or termination of this Contract. (b) Notwithstanding anything in this Contract to the contrary, the sole remedies available to Advertiser for a breach of this Contract, for any claims arising out of the negotiation or performance of this Contract or out of the distribution of the Ads provided by Advertiser shall be (i) substitute distribution of Ads or program material; or (ii) a refund of amounts paid by Advertiser for the unfulfilled portion of this Contract, in the sole discretion of Comcast.

IN NO EVENT SHALL COMCAST OR COMCAST AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, GOOD WILL, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS CONTRACT OR BE SUBJECT TO EQUITABLE REMEDIES OR INJUNCTIVE RELIEF.

9. WARRANTIES

(a) Advertiser represents and warrants that (i) Advertiser has the right to enter into this Contract or Ad Representative has the power and all authorizations necessary to conclude this Contract for and on behalf of the Advertiser; (ii) Advertiser has all necessary licenses and clearances to use the content contained in Ads and Ads do not violate any federal or state law, statute, or regulation; (iii) Ads are not defamatory, libelous, pornographic, obscene or otherwise unlawful; (iv) Advertiser has the sole right, title, and interest, or that Advertiser has written permission, to make use of the name, logos and trademarks of the entity under which Advertiser advertises and does business; (v) Advertiser has a reasonable basis for all claims made within the Ads, possesses appropriate documentation to substantiate such claims and shall fulfill all commitments made in its campaigns, and that all product information it provides is truthful, accurate, and complete, and is not misleading in any way; (vi) any collection or use of data arising from the advertisement is done in compliance with Advertiser's privacy policy; (vii) all Ads comply applicable network, carrier and Comcast guidelines; (viii) Advertiser shall not use Comcast's short code or keywords except as permitted by Comcast in connection with the applicable IC; (ix) all Ads are free of viruses, bombs, bots and other computer routines that may damage or expropriate any Comcast data or system; (x) neither Advertiser nor Ad Representative shall use or retain any data collected through the Covered Sites or interactive platforms or otherwise received from Company except as necessary for delivery (for clarification, the foregoing precludes, among other things, Advertiser from re-targeting or remarketing covered site users on other websites); (xi) Advertiser shall not use the Ads to place any Flash local shared objects or other types of client-side storage on the computer of a covered site user, except for HTTP cookies; and (xii) Advertiser shall comply with all Laws in connection with its receipt and use of Company information and exercise of its rights under this Contract. (b) Comcast and Comcast Affiliates hereby disclaim any and all warranties, including, without limitation, any warranties of merchantability, fitness for a particular purpose, or other warranties arising by usage of trade, course of dealings, or course of performance. Without limiting the foregoing, Comcast specifically disclaims any warranties relating to the effectiveness of any Ads distributed pursuant to this Contract and do not guarantee any financial benefits to Advertiser by virtue of distributing Advertiser's Ads. Comcast does not warrant or guarantee customer response rates or the ability to convert responses into sales. Comcast does not warrant or guarantee the profile or demographics of a respondent.

10. CONFIDENTIAL INFORMATION

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CORA Language Added. See Section 1.2.2 of Agreement

Comcast and Advertiser each agree to take commercially reasonable steps to protect all "Confidential or Proprietary Information" provided by one party to the other or obtained in the performance of this Contract, and not to publish or disclose the other party's Confidential or Proprietary Information to any third party without the other's written permission. Advertiser will identify its Confidential or Proprietary Information in writing to Comcast within 14 days of disclosure. Comcast's Confidential or Proprietary Information shall include all information that Advertiser should reasonably understand because of legends or other markings, the circumstances of disclosure, or the information itself, to be proprietary and confidential to the disclosing party regardless of whether such information is marked "Confidential." Comcast and Advertiser both agree to use the Confidential and Proprietary Information solely for the purposes of performance under this Contract and shall confine the knowledge of such Confidential or Proprietary Information only to its employees, agencies and other representatives requiring such knowledge and use in the ordinary course and scope of their jobs. However, the receiving party may use or disclose information that is or becomes publicly available through no act of the receiving party, is already lawfully in its possession, is required to be disclosed by law, is independently developed by it, or is lawfully obtained from third parties. Advertiser shall not issue any press releases relating to this Contract. Comcast's rates, personally identifiable information ("PII") of Comcast's subscribers and all VOD enabled subscriber numbers or amounts, and all response rates and other patterns of customer behavior associated with interactive Ads constitute "Confidential or Proprietary Information" pursuant to this paragraph. To the extent Advertiser receives PII from or about Comcast's subscribers, respondents to interactive functionality in Ads, VOD users or the numbers of VOD enabled subscribers through the performance of its obligations under this Contract, Advertiser will use such information solely for purposes of responding to or fulfilling the specific customer-initiated transaction (i.e., customer request for information) through which such information was obtained. As between Comcast and the Advertiser, all PII and VOD enabled subscriber numbers are and shall remain the exclusive property of Comcast and Advertiser shall not acquire any right, title or interest therein. Advertiser shall not retain, use, or disclose such PII, VOD enabled subscriber numbers, or confidential information for any other purpose unless it receives the customer's separate prior written or electronic consent to do so. Advertiser agrees to display its privacy policy in a readily accessible and conspicuous location and to take reasonable steps to enable customers to access Advertiser's privacy policy. Advertiser agrees to comply with all applicable privacy laws.

11. GENERAL DISCLAIMERS

(a) Comcast's obligations hereunder are subject to all Laws and applicable network and carrier guidelines, now enforced or hereafter enacted. (b) This Contract, including the rights under it, may not be resold, assigned or transferred by Advertiser without first obtaining the written consent of Comcast; nor may Comcast be required to distribute the Ads hereunder for the benefit of any advertiser other than the party named on the IC. Any resale, assignment or transfer prohibited hereunder shall be null and void. Failure of Comcast or Advertiser to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision. (c) Comcast shall exercise normal precautions in handling property and mail, but assumes no liability for loss or damage to Ad Materials and other property furnished by Advertiser or Ad Representative hereunder. Comcast will not accept or process mail, correspondence, or telephone calls in connection with distribution of Ads hereunder, except as expressly provided under any fulfillment services contract or attachment signed by the parties. (d) All production materials provided by Comcast and used in program and Ads are and remain the exclusive property of Comcast unless specifically noted on the IC as in a contract for production services between Comcast and Advertiser. (e) Comcast shall only receive any communications that conform to industry standards and

Universe Estimates (AUEs) for each network are based on quarterly Nielsen Universe Estimates, and adjusted by the percentage of total system subscribers capable of receiving advertisements. In cases where Nielsen does not provide Universe Estimates for the ad-delivery mechanism of a Multichannel Video Programming Distributor (MVPD), publicly disclosed subscriber counts will be used. In situations where High Definition and Standard Definition programming are simulcast, no further audience adjustments are made should simultaneous HD/SD ad-insertion be unavailable for a network on a given Syscode. The information provided will be periodically updated by Comcast. For more information please contact your Advertising Sales Executive. (g) Any ratings and impressions estimates provided by Comcast are based on data provided by a third party and are for informational purposes only. Comcast specifically disclaims and makes no representations and warranties of any kind, expressed or implied regarding ratings and impressions estimates. Comcast's spot and clearance information provided during a broadcast month is preliminary, and may vary from final affidavits. Advertiser will be billed and will be required to pay for Ads based on final affidavits. (h) 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. Advertiser acknowledges and agrees that any entity that distributes an Ad sold by Comcast hereunder shall be a third party beneficiary of this Contract and entitled to enforce rights granted to Comcast hereunder directly against Advertiser. (i) This Contract shall be interpreted, governed and construed in accordance with the laws of the State of New York without regard to its principles governing conflicts of law. Further, no action, regardless of form, arising out of or relating to the transactions under this Contract, may be brought by Advertiser more than 120 days after the occurrence giving rise to such action. (j) Nothing in this Contract shall constitute a partnership or joint venture between the parties or constitute either Advertiser or Comcast as agent of the other for any purpose whatever. (k) Advertiser agrees that Comcast may identify it as an advertiser of Comcast in client lists and other marketing materials.

Accepted and Agreed

Advertiser: _____

By: _____

Name: _____

Title: _____