

WKRK - TV, Inc., a Corp.

IN THE CIRCUIT COURT OF

Plaintiff,

vs:

BALDWIN COUNTY, ALABAMA

M.I. FOREMAN, Ind. & d/b/a
JUBILEE SHORES DEVELOPMENT CORP.,

AT LAW, No. 5354

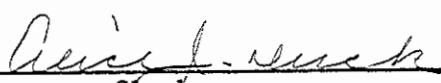
Defendant.

TO: M.K. FOREMAN, Defendant

Take notice that, whereas, the Plaintiff in the above styled cause has requested, in writing, the undersigned, as Clerk of said Court to issue notice to you, as Defendant, in the above styled cause, and in the judgment therein, requiring you to file a statement, in writing, under oath, of all your assets, as provided in Title 7, Section 903 of the 1940 Code of Alabama and has filed said request in writing in this cause with the Clerk of this Court.

Now, therefore, you are hereby required, within thirty days from the service hereof, to file in this Court, a statement, in writing, under oath, of all your assets, including money, choses in action, notes, bonds and accounts and all other property, real, personal, mixed or any interest therein, with detailed description of the same, the location and reasonable value of each item thereof, together with a detailed list or statement, of any and all liens, mortgages or encumbrances^m thereon showing the amounts due upon each, and the owner or holder of such liens, encumbrances or mortgages.

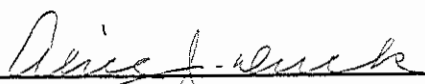
WITNESS my hand this 25th day of January, 1963.


Clerk.

TO THE SHERIFF OF BALDWIN COUNTY, ALABAMA, GREETING:

You are hereby commanded to serve the foregoing notice upon M.I. Foreman, Defendant, and make due return of your said service and of this notice, within thirty days from this date, how you have executed the same.

WITNESS my hand this 25th day of January, 1963.



Received 25 day of Jan, 1963
and on 29 day of Jan, 1963

I served a copy of the within Notice
on _____

By service on M. I. Foreman

TAYLOR WILKINS, Sheriff
By Fred Leibach D. S.
F. I. Ige

Sheriff claims 70 miles at
10 Cents per mile Total \$ 7.00
TAYLOR WILKINS, Sheriff

M 5354

W. R. R. G. TV, Inc

VS.

M. I. Foreman

JACK W. SPRINKLE
ATTORNEY AT LAW
414 ANNEX FIRST NATIONAL BANK BUILDING
PHONE 432-8891 POST OFFICE BOX 799
MOBILE, ALABAMA

January
Twenty-three
1963

Mrs. Alice Duck
Clerk, Circuit Court
Baldwin County Courthouse
Bay Minette, Alabama

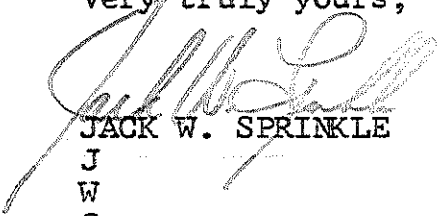
RE: WKRG-TV, INC., vs M. I. FOREMAN, et al, etc.
CASE NO. 5354

Dear Mrs. Duck:

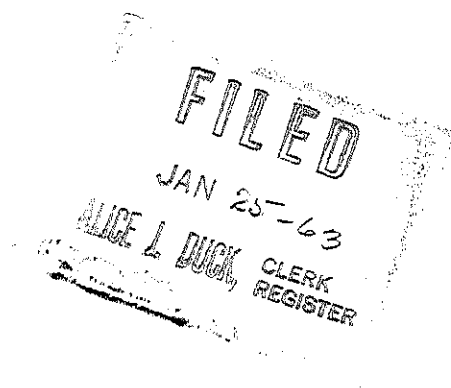
I would appreciate it if you would please issue
a Writ of Discovery against the Defendant, M. I. Foreman,
who may be served at 159 Mobile Avenue, Fairhope,
Alabama.

Thanking you for your kind co-operation, I am,

Very truly yours,


JACK W. SPRINKLE

J
W
S
/ehl



WKRG-TV, INC., a : IN THE CIRCUIT COURT OF
corporation,

Plaintiff, : BALDWIN COUNTY, ALABAMA

vs.

M. I. FOREMAN, Individually : AT LAW
and d/b/a JUBILEE SHORES
DEVELOPMENT CORPORATION, a :
corporation,

Defendants. : CASE NO. _____

COUNT ONE

The Plaintiff claims of the Defendant the sum of FOUR THOUSAND ONE HUNDRED FIFTY-THREE DOLLARS AND 00/100 (\$4,153.00) for goods and services sold by the Plaintiff to the Defendant under written contracts dated on to-wit: June 14, 1962; to-wit: June 19, 1962; to-wit June 27, 1962; and to-wit July 7, 1962, wherein the Plaintiff sold to the Defendant a certain television time on its television station.

Plaintiff avers that said advertisement was given to the Defendant at the Defendant's request and the Defendant owes the balance due under said written contract for \$4,153.00, with interest thereon, and Plaintiff alleges that the Defendant agreed in writing to waive all his rights and claims to personal property exempted to him or it under the statutes of this state or any other state, hence this suit.

Jack W. Sprinkle
JACK W. SPRINKLE
Attorney for Plaintiff

SERVICE OF PROCESS may be
had on the Defendant at:

159 Mobile Avenue
Fairhope, Alabama.

Received 31 day of Oct 1962
and 3 day of Nov. 1962
I set a copy of the within S+C
on Mr. L. Foreman Ind.
By service on _____

Sheriff claims 14.00 miles at
Ten Cents per mile Total \$ 14.00
TAYLOR WILKINS, Sheriff
BY Sheriff
DEPUTY SHERIFF

TAYLOR WILKINS, Sheriff
By Sheriff D. S.

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 5354

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon M.I. Foreman, Ind. & d/b/a JUBILEE SHORES

DEVELOPMENT CORPORATION, A Corp.

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in the
Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against M.I. FOREMAN, Ind. & d/b/a
JUBILEE SHORES DEVELOPMENT CORPORATION, A CORP., Defendant

by WKRG - TV., Inc., a Corp.

, Plaintiff

Witness my hand this 31st day of October 19 62

Alvin J. Luck, Clerk

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

WKRG - TV., Inc., a Corp.

vs. Plaintiffs

M.I. FOREMAN, Ind. & d/b/a JUBILEE

SHORES DEVELOPMENT CORPORATION, A CORP.
WA 88347 Defendants

SUMMONS and COMPLAINT

Filed October 31, 1962

Alice J. Duck, Clerk

Jack W. Sprinkle
P.O. Box 799 Plaintiff's Attorney
Mobile, Alabama

Defendant's Attorney

RECEIVED IN OFFICE

, 19

, Sheriff

I have executed this summons

this 3rd day of Nov, 1962

by leaving a copy with

Jubilee Shores Dev Co. Inc.
M.I. Foreman, Pres.M.I. Foreman attests
Jubilee Shores Dev Co. Inc.

Sheriff

Deputy Sheriff

WKRG-TV

162 St. Louis Street
MOBILE, ALABAMA
MOBILE, ALABAMA

(AGENCY'S ORDER NO. _____)

7/6/62

(Place and Date)

AGREEMENT between JUBILEE SHORES DEVELOPMENT CORP. called "agency" and WKRG-TV, Mobile
called "station" to telecast programs of POINT CLEAR ESTATES as specified below:
(Advertiser)

for (Product):

NAME OF PROGRAM:

LENGTH OF TELECAST HOURL DAYS TIMES PER WEEK TOTAL NO. TIMES

AS PER ATTACHED SCHEDULE

FRIDAY 7/13, 7/20, 7/27

SATURDAY 7/14, 7/21, 7/28

SUNDAY 7/15, 7/22, 7/29

DATE OF FIRST TELECAST

7/13/62

DATE OF LAST TELECAST

7/29/62

ADDITIONAL INSTRUCTIONS

6 "C":60 per week @ \$36.00 ea
1 "A":60 per week @ \$95.00 ea
1 "AA":20 per week @ \$120.00 ea
1 "C":20 per week @ \$30.00 ea
1 Wrestling :60 per week @ \$90.00 ea.

Total \$551.00 per week for 3 weeks

FILM...BOOTH, SLIDES

RATES	Net Station Time	Production	Film	Other Charges	Total
Each Telecast:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ per telecast
For _____ Telecasts:	\$ _____	\$ _____	\$ _____	\$ _____	\$ <u>1,653.00</u> for contract

Less Agency Commission: 15% of Station Time Charge; _____ % of Talent Charge.

In return for said service the Agency agrees that PAYMENTS are to be made to the station as follows: _____

The first payment to be due _____ 195 _____

WITNESS our hands and seals the day and date first above written.

TO BE SUBMITTED FOR APPROVAL.

Jubilee Shores Development Corp. Agency
(Correct Legal Name)

By D. H. Long, Jr.
(Station Representative)

Per X M. L. Foreman

Title _____

WKRG-TV

Accepted by _____

Business Address P. O. Box 397

Title _____

City Point Clear State Alabama

(Provisions on reverse side hereof, and attached hereto, if any, are a part hereof.)

WKRG-TV

162 St. Louis Street
MOBILE, ALABAMA
MOBILE, ALABAMA

(AGENCY'S ORDER NO. _____)

6/27/62

AGREEMENT between Dubilee Shores Develop. Corp. called "agency" and WKRG-TV, Mobile
called "station" to telecast programs of Point Clear Estates as specified below:
(Advertiser)

for (Product):

NAME OF PROGRAM:

LENGTH OF TELECAST	HOUR	DAYS	TIMES PER WEEK	TOTAL NO. TIMES
as per attached schedule		Mon. 6/29 + 7/6		
		Tues. 6/30 + 7/7		
		Wed. 7/1 + 7/8		
		Thurs. 7/3		
		Fri. 7/4		

DATE OF FIRST TELECAST

6/29

DATE OF LAST TELECAST

7/8

ADDITIONAL INSTRUCTIONS

Both Film - Slides

RATES	Net Station Time	Production	Film	Other Charges	Total
Each Telecast:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ per telecast
For _____ Telecasts:	\$ _____	\$ _____	\$ _____	\$ _____	\$ 1671.00 for contract
Less Agency Commission: 15% of Station Time Charge; _____ % of Talent Charge.					

In return for said service the Agency agrees that PAYMENTS are to be made to the station as follows: _____

The first payment to be due _____ 195 _____

WITNESS our hands and seals the day and date first above written.

TO BE SUBMITTED FOR APPROVAL.

By _____
(Station Representative)

Dubilee Shores Devel. Corp. Agency
(Correct Legal Name)
Per X M. L. Foreman

Title _____

WKRG-TV

Accepted by _____

Business Address P. O. Box 397

Title _____

City Point Clear State Estates

(Provisions on reverse side hereof, and attached hereto, if any, are a part hereof.)

Standard Conditions Pertaining to Agency-Station Contracts for Spot Telecasting

Approved 1952

American Association of Advertising Agencies and National Association of Radio and Television Broadcasters

1. PAYMENT AND BILLING

(a) *Time.* Payments are to be made by AGENCY under this contract on or before the fifteenth day of the month following that in which telecasting was done, unless otherwise provided on the face of this contract. The postmark date on the envelope containing payment, if such is properly addressed to STATION or its representative authorized to receive payment, shall be considered the date when payment was made unless otherwise stipulated.

(b) *Materiality.* In all cases date of payment is material. Upon AGENCY's failure to make timely payment STATION in its own discretion may discontinue further performance under this contract.

(c) *Right to Modify Terms of Payment.* Upon reasonable belief of STATION that AGENCY's credit has been impaired, STATION shall have the right to change the terms of payment for further telecasts under this contract.

(d) *Agency Solely Liable.* STATION agrees to hold AGENCY solely liable for payments to be made under this contract unless expressly otherwise provided on the face of this contract.

(e) *Billing.* STATION will bill AGENCY at monthly intervals unless otherwise provided on the face of this contract. STATION's bills shall be in accordance with the log, shall so state, and shall be deemed to be correct unless proved otherwise. STATION will furnish certificates of performance at time of billing if requested by AGENCY prior to that time.

2. TERMINATION

(a) *Telecasts of Five Minutes or More.* If this contract calls for telecasts of five minutes or more duration, it may be terminated by either party upon giving the other party twenty-eight (28) days prior written notice thereto, but no such termination shall be effective until thirteen (13) weeks after the start of telecasting hereunder.

(b) *Telecasts of Less Than Five Minutes.* Insofar as this contract calls for telecasts of less than five minutes duration, it may be terminated by either party upon giving the other party fourteen (14) days prior written notice, but no such termination shall be effective until four (4) weeks after the start of telecasting hereunder.

(c) *Effect of Termination.* If AGENCY so terminates this contract, AGENCY will pay STATION at earned rate for telecasts made or contracted for to and including the date of termination. If STATION so terminates this contract, and STATION and AGENCY cannot agree on a satisfactory substitute day or time for continuance of telecasts covered by this contract at card rates on which this contract is based, AGENCY shall pay STATION for telecasts made to and including the date of termination without penalty of short rate; that is, AGENCY shall have the benefit of the same discounts which it 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 par. 9.

3. RENEWAL

(a) *Notice.* The telecast time or times (including facilities) covered by this contract may be renewed by AGENCY upon giving STATION twenty-eight (28) days written notice prior to the expiration of this contract or any extension thereof, provided, however, that insofar as this contract covers telecasts of less than five minutes duration, it may be renewed by giving fourteen (14) days written notice prior to such expiration.

(b) *Condition of Renewal.* The right to renew upon notice specified by sub-paragraph (a) above is subject to there having been no interruption in the continuity of telecasts under this contract due to action by AGENCY, and to the provisions governing rates and charges set forth in paragraph 7.

(c) Such renewal may be terminated by either party upon giving the other twenty-eight (28) days written notice in the case of telecasts of five minutes or more duration; if the telecast is for less than five minutes duration fourteen (14) days notice is required.

4. EFFECT OF BREACH

(a) *By Agency.* STATION reserves the right to cancel this contract at any time upon default by AGENCY in the payment of bills or other material breach of the terms hereof. Upon such cancellation all charges for telecasting done hereunder and not paid shall become immediately due and payable. If STATION cancels by reason of AGENCY's material breach, AGENCY's only liability shall be to pay, as liquidated damages, a net sum equal to that which AGENCY would have been obligated to pay had it, as of the date of STATION's cancellation, given notice of termination pursuant to paragraph 2 hereof, less any amount which STATION actually receives for the sale of the same time.

(b) *By Station.* In the event of a material breach by STATION in performing this contract, AGENCY reserves the right to cancel this contract at any time. If AGENCY cancels by reason of STATION's material breach, STATION's liability shall be limited to the payment, as liquidated damages, of a net sum equal to AGENCY's actual non-cancelable live talent costs incurred by the AGENCY for the production of a live program (not filmed nor recorded) in the cancelled time and the reasonable allocated print or rental cost of films scheduled for the cancelled telecast and not usable for future scheduling, due to such breach. Provided, however, that STATION's liability shall not exceed the time costs involved for the unexpired and non-cancelable portion of the contract; that is, the STATION shall not be liable for any sum greater than the sum of time charges involved had the STATION, as of the date of AGENCY's cancellation, given notice of termination pursuant to paragraph 2 hereof. Inability to telecast covered by paragraph 5 shall not be deemed a breach of this contract.

5. INABILITY TO TELECAST

(a) *Simultaneous Interruption of Aural and Visual Signals.* If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes, or for any other cause, including mechanical breakdowns, beyond STATION's control, STATION shall be unable to telecast due to simultaneous interruption of aural and visual signals, any program, announcement or a part of any program or announcement contracted to be telecast hereunder, STATION shall not be liable to AGENCY except to allow (1) a pro-rata reduction in the time charges hereunder or (2) if an interruption occurs during the commercial announcement portion of any telecast, a credit to AGENCY in the same proportion to the time charges which the omitted commercial portion bears to the total commercial portion of the telecast, it being mutually agreed that STATION shall credit AGENCY on whichever basis is more favorable to AGENCY or (3) upon the mutual agreement of both parties, a later telecast of the omitted performance at a satisfactory substitute day and time; however if a substitute time for later telecast of the omitted performance is not mutually agreed upon, an adjustment in additional STATION charges, if any, over and above time charges, shall be subject to negotiation; the AGENCY shall have the benefit of the same discounts which it would have earned if the performance had not been omitted.

(b) *Interruption of Either Aural or Visual Signal.* If the failure is of either the aural or visual signal, but not both, the amount of the adjustment to AGENCY shall be subject to negotiation.

6. SUBSTITUTION OF PROGRAMS OF PUBLIC SIGNIFICANCE

(a) *Conditions of Substitution.* STATION shall have the right to cancel any telecast or portion thereof covered by this contract in order to telecast any program which, in its absolute discretion, it deems to be of public significance. In any such case, STATION will notify AGENCY in advance if reasonably possible, but where such notice cannot reasonably be given, STATION will notify AGENCY within a reasonable time after such scheduled telecast, that AGENCY's telecast has been cancelled.

(b) *Adjustment.* If AGENCY and STATION cannot agree upon a satisfactory substitute day and time, the telecast time so pre-empted shall be deemed cancelled without affecting the rates, discounts, or rights provided under this contract, except that AGENCY shall not have to pay for the cancelled STATION charges. However, in such case, if the program substituted by STATION is a sponsored program, STATION shall pay to AGENCY AGENCY's actual non-cancelable live talent cost incurred by the AGENCY for the production of a live program (not filmed nor recorded) in the cancelled time, and the reasonable allocated print or rental cost of films scheduled for the cancelled telecast and not usable for future scheduling, not to exceed the time charges for the period involved.

7. RATES AND CHARGES

(a) *Rate Policy.* STATION represents that the rate for time and facilities named in this contract is consistent with the rate card upon which this contract is based and is the lowest rate made by STATION for like telecasts. If at any time during the life of this contract STATION makes a lower rate for like telecasts this contract shall be continued at such lower rate from the effective date of such lower rate. There shall be no secret rates, rebates, or agreements affecting rates. AGENCY shall not rebate to its client any part of the commission allowed by STATION.

(b) *Rate Protection.* Anything to the contrary notwithstanding in this contract or any other agreement between the parties, STATION reserves the right to increase any of the rates and charges set forth on the face hereof by public announcement of a new rate card, but no increase shall be applicable to telecasts under this contract or renewals thereof until six months from the effective date of such new rate card. The rate protection privilege is applicable only for telecast schedules contracted for prior to the effective date of the rate increase provided that schedule is in effect or starts within thirty (30) days after the effective date of such increase. This protection prevails only so long as the telecasts hereunder continue without lapse of schedule attributable to AGENCY or designated Advertiser.

8. PROGRAM PRODUCTION

(a) *AGENCY Responsibility.* Unless otherwise noted on the face of this contract, all program material, including talent and commercial announcements, shall be furnished by AGENCY, and all expenses connected with the delivery thereof to the STATION and return therefrom, if so directed, shall be paid by the AGENCY.

(b) *Right to Substitute for Non-receipt.* Should STATION fail to receive program material by 96 hours in advance of telecast, STATION may notify AGENCY by collect telegram. If the material has not been received by 72 hours in advance of telecast, and in the event that AGENCY has been so notified, STATION shall have the right to produce a substitute telecast, and AGENCY will pay STATION for such telecast STATION's regular charges for time and facilities and a reasonable charge for program production, such production charge not to exceed the time charge.

(c) *Approval of Material.* Television program material produced by AGENCY is subject to STATION approval and STATION may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality. In the event the material is unsatisfactory, STATION shall notify AGENCY by collect telegram, and, unless AGENCY furnishes satisfactory material by 72 hours in advance of telecast, STATION shall have the same right to produce a substitute telecast as under sub-paragraph (b) above.

9. TELECAST LIABILITIES

(a) *Indemnification by AGENCY.* AGENCY agrees to hold and save STATION harmless against any or all liability resulting from the telecast of programs or program material prepared, produced or furnished by AGENCY excepting such liability as may result from the telecast on AGENCY-produced telecasts of material furnished by STATION and musical compositions, the performances of which are licensed by a music licensing organization of which STATION is a licensee.

(b) *Indemnification by STATION.* STATION will hold and save AGENCY and Advertiser harmless against all such liability on STATION-produced telecasts excepting only such liability as may result from the telecast of commercial credits and other material furnished by AGENCY. In addition, STATION will hold and save AGENCY and Advertiser harmless with respect to material furnished by STATION for AGENCY-produced telecasts and the performances of musical compositions on AGENCY-produced telecasts provided the performances of such musical compositions are licensed for telecasting by a music licensing organization of which STATION is a licensee.

10. GENERAL

(a) *Telecast Times.* STATION will perform the telecasts covered by this contract on the days and approximate hourly times provided on the face of this contract. Time mentioned shall be that current at STATION. STATION may deduct from any period of five minutes or longer not more than thirty-five seconds for station-break purposes.

(b) *Handling of Property and Mail.* The STATION shall exercise normal precautions, but shall assume no liability for loss of or damage to program material and other property furnished by AGENCY in connection with telecasts hereunder. STATION will not accept or process mail, correspondence, or telephone calls in connection with telecasts except after prior approval, and if so approved, at the sole risk of AGENCY and subject to reimbursements by AGENCY for all expense incurred.

(c) *Assignment and Waiver.* This contract, including the rights under it, may not be assigned or transferred without first obtaining the consent of the STATION in writing; nor may the STATION be required to telecast hereunder for the benefit of any other Advertiser than the one named on the face of this contract. Failure of STATION or AGENCY to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any provision.

(d) *Legal Obligations.* STATION's obligations hereunder are subject to the terms and conditions of licenses held by it and by applicable federal, state, and local laws and regulations.

(e) *No Oral Modification.* This contract contains the entire agreement between the parties relating to the subject matter herein contained, and no change or modification of any of its terms and provisions shall be effective unless made in writing and signed by both parties.

WKRG-TV

162 St. Louis Street
MOBILE, ALABAMA
MOBILE, ALABAMA

(AGENCY'S ORDER NO. _____)

6/19/62
(Place and Date)
AGREEMENT between Jubilee Shores Development Corp. called "agency" and WKRG-TV, Mobile
called "station" to telecast programs of Point Clear Estates. (Advertiser) as specified below:
for (Product):

NAME OF PROGRAM: _____
LENGTH OF TELECAST: _____ HOUR: _____ DAYS: _____ TIMES PER WEEK: _____ TOTAL NO. TIMES: _____

as per attached
Schedule

Fri.
Sat.
Sun.

DATE OF FIRST TELECAST

6/22/62

DATE OF LAST TELECAST

6/24/62

ADDITIONAL INSTRUCTIONS

1-AA : 20 - \$120.00
1-A : 60 - \$95.00
1-B : 60 - \$75.00
2-C : 20 - \$60.00
5-C : 60 - \$180.00

Film - Slides

RATES	Net Station Time	Production	Film	Other Charges	Total
Each Telecast:	\$	\$	\$	\$	\$ per telecast
For _____ Telecasts:	\$	\$	\$	\$	\$530.00 for contract

Less Agency Commission: 15% of Station Time Charge: _____ % of Talent Charge: _____

JUN 20 1962

In return for said service the Agency agrees that PAYMENTS are to be made to the station as follows: _____

The first payment to be due _____ 195_____

WITNESS our hands and seals the day and date first above written.

TO BE SUBMITTED FOR APPROVAL.

By _____
(Station Representative)

WKRG-TV

Accepted by _____

Title _____

Jubilee Shores Development Corp. Agency
(Correct Legal Name)

Per X M. L. Foreman

Title _____

Business Address P.O. Box 397

City Point Clear State Ala.

(Provisions on reverse side hereof, and attached hereto, if any, are a part hereof.)

WKRG-TV

162 St. Louis Street
MOBILE, ALABAMA
MOBILE, ALABAMA

(AGENCY'S ORDER NO. _____)

6/14/62

AGREEMENT between Jubilee Shores Development (Place and Date)
called "station" to telecast programs of Point Clear Estates (Advertiser) as specified below:

for (Product):

NAME OF PROGRAM:

LENGTH OF TELECAST _____ HOUR _____ DAYS _____ TIMES PER WEEK _____ TOTAL NO. TIMES _____

411 : 10

as per
attached
schedule

Fri. 6/15/62

Sat. 6/16/62

Sun. 6/17/62

DATE OF FIRST TELECAST

6/15/62

DATE OF LAST TELECAST

6/17/62

ADDITIONAL INSTRUCTIONS

"C" 10 @ 18.00 - \$180.00
"AA" 1 @ 70.00 - \$ 70.00
"A" 1 @ 47.50 - \$ 47.50
"B" 1 @ 37.50 - \$ 37.50

Booth-Slides

335.00

RATES	Net Station Time	Production	Film	Other Charges	Total
Each Telecast:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ per telecast
For _____ Telecasts:	\$ _____	\$ _____	\$ _____	\$ _____	\$ <u>335.00</u> for contract

Less Agency Commission: 15% of Station Time Charge; _____ % of Talent Charge.

In return for said service the Agency agrees that PAYMENTS are to be made to the station as follows:

JUN 15 1962

The first payment to be due _____ 195 _____

WITNESS our hands and seals the day and date first above written.

TO BE SUBMITTED FOR APPROVAL

By _____ (Station Representative)

WKRG - TV

Accepted by _____

Title _____

Jubilee Shores Devel. Corp. Agency
(Correct Legal Name)

Per X M. L. Foreman

Title President

Business Address P.O. Box 397

City Point Clear State Ala.

(Provisions on reverse side hereof, and attached hereto, if any, are a part hereof.)

Standard Conditions Pertaining to Agency-Station Contracts for Spot Telecasting

1. PAYMENT AND BILLING.

(a) Time. Payments are to be made by AGENCY under this contract on or before the fifteenth day of the month following that in which advertising was done, unless otherwise provided on the face of this contract. The mark date on the envelope containing payment, if such is properly addressed to STATION, on or to its representative authorized to receive payment, shall be considered the date when payment was made unless otherwise stipulated.

(b) Materiality. In all cases date of payment is material. Upon AGENCY's failure to make timely payment STATION in its own discretion may discontinue further performance under this contract.

(c) Right to Modify Terms of Payment. Upon reasonable belief of STATION that AGENCY's credit has been impaired, STATION shall have the right to change the terms of payment for further telecasts under this contract.

(d) Agency Solely Liable. STATION agrees to hold AGENCY solely liable for payments to be made under this contract unless expressly otherwise provided on the face of this contract.

(e) Billing. STATION will bill AGENCY at monthly intervals unless otherwise provided on the face of this contract.

(f) Billing. STATION will bill AGENCY at monthly intervals unless otherwise provided on the face of this contract. STATION's bills shall be in accordance with the foregoing and shall be deemed to be correct unless proved otherwise. STATION will furnish certificates of performance at time of billing if requested by AGENCY prior to that time.

2. TERMINATION.

(a) Telecasts of Five Minutes or More. If this contract calls for telecasts of five minutes or more duration, it may be terminated by either party upon giving the other party twenty-eight (28) days prior written notice, provided that the termination shall be effective until fourteen (14) days prior written notice, after the start of telecasting hereunder.

(b) Telecasts of Less Than Five Minutes. Insofar as this contract calls for telecasts of less than five minutes duration, it may be terminated by either party upon giving the other party fourteen (14) days prior written notice, provided that the termination shall be effective until four (4) weeks after the start of telecasting hereunder.

(c) Effect of Termination. If AGENCY so terminates this contract, AGENCY will pay STATION at canned rate for telecasts made or contracted for to and including the date of termination. If STATION so terminates this contract, AGENCY will pay STATION at canned rate for telecasts made or contracted for to and including the date of termination. AGENCY and STATION agree on a satisfactory substitution of telecasts covered by this contract.

(d) Termination. If AGENCY shall have the benefit of the same discontinuance in the event of termination hereunder, neither party shall be liable to the other party otherwise than as specified in this paragraph and in par. 3.

3. RENEWAL.

(a) Notice. The latest time or times (including facilities) covered by this contract may be renewed by AGENCY upon giving STATION twenty-eight (28) days written notice prior to the expiration of this contract or any extension thereof, provided, however, that insofar as this contract covers telecasts less than five minutes duration, it may be renewed by giving fourteen (14) days written notice prior to such expiration.

(b) Continuation of Renewal. The right to renew upon notice specified by sub-paragraph (a) above is subject to there having been no interruption in the continuity of telecasts under this contract due to action by AGENCY, and to the provisions governing rates and charges set forth in paragraph 1.

(c) Such renewal may be terminated by either party upon giving the other party twenty-eight (28) days written notice in the case of telecasts of five minutes or more duration; if the telecast is for less than five minutes duration, fourteen (14) days notice is required.

4. EFFECT OF BREACH.

(a) By Agency. STATION reserves the right to cancel this contract at any time upon default by AGENCY in the payment of bills or other material breach by AGENCY. Upon such cancellation all charges for telecasting and other material breach shall be deemed immediately payable by AGENCY. AGENCY's liability shall be to pay, as liquidated damages, a net sum equal to that which AGENCY would have been obligated to pay had it not defaulted on the day of the breach, less any amount which STATION actually receives for the sale of the same time.

(b) By Station. In the event of a material breach by STATION in performance of this contract, AGENCY reserves the right to cancel this contract at any time. AGENCY's liability shall be limited to the payment of liquidated damages, of which STATION's actual non-cancelable live talent costs shall be deemed to be the production of a live program (not including any other costs of any kind) scheduled for the cancelled telecast, and not of the actual cost of production of the cancelled telecast and the reasonable allocated price of the telecast.

(c) STATION shall not be liable to AGENCY for the production of a live program (not including any other costs of any kind) scheduled for the cancelled telecast, and not of the actual cost of production of the cancelled telecast and the reasonable allocated price of the telecast.

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5. INABILITY TO TELECAST.

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<[illegible]

Fri Sat Sun

Jubilee Shores Development Corp
P.O. Box 397,
Mobile, Alabama

Att'n. Mr. M. Foreman

10-C=10..18.00
1-AA=10..70.00
1-A=10..47.50
1-B=10..37.50

538
1-AA: 20 120.00
1-A: 60-95.00 335.00
1-B: 60-75.00 20.00
3-C: 20-60 36.00
1-B: 60-180 36.00

DATE	CHARGES	CREDITS	BALANCE
1962		BALANCE FORWARD:	.00
JUN 15 AMC	7.34	.10	18.00
JUN 15 PMC	12.00	.10	18.00
JUN 15 PMC	1.29	.10	18.00
JUN 15 PMC	4.00	.10	18.00
JUN 15 PMA	6.07	.10	47.50
JUN 16 AMC	11.59	.10	18.00
JUN 16 PMC	1.06	.10	18.00
JUN 16 PMC	3.27	.10	18.00
JUN 16 PMB	5.28	.10	37.50
JUN 16 PMAA	8.59	.10	70.00
JUN 16 PMA	10.32	.10	18.00
JUN 17 AMC	11.59	.10	18.00
JUN 17 PMC	1.00	.10	18.00
JUN 17 PMC	2.12	.10	
JUN 17 PMC	4.59	.10	
JUN 22 PMA	6.07	.60	95.00
JUN 22 PMB	10.00	.60	75.00
JUN 22 PMC	10.40	.60	36.00
JUN 23 AMC	11.59	.60	36.00
JUN 23 PMC	12.59	.20	30.00
JUN 23 PMC	3.59	.60	36.00
JUN 23 PMC	4.41	.60	36.00
JUN 23 PMAA	8.59	.20	120.00
JUN 24 PMC	12.13	.60	36.00
JUN 24 PMC	1.02	.20	30.00
JUN 30 AMC	11.29	.60	36.00
JUN 30 PMC	12.59	.20	30.00
JUN 30 PMC	3.29	.60	36.00
JUN 30 PMB	5.15	.60	75.00
JUN 30 PMAA	8.59	.20	120.00
JUN 29 PMA	5.59	.60	95.00
JUN 29 PMC	10.01	.60	36.00
JUN 29 PMAA	8.30	.20	120.00
JUN 22'62		6.00	
JUN 22'62		7.00	

18.00*
36.00*
54.00*
72.00*
119.50*
137.50*
155.50*
173.50*
211.00*
281.00*
299.00*
317.00*
335.00*
430.00*
505.00*
541.00*
577.00*
607.00*
643.00*
679.00*
799.00*
835.00*
865.00*
901.00*
931.00*
967.00*
1,042.00*
1,162.00*
1,257.00*
1,293.00*
1,413.00*
1,419.00*
1,426.00*

Over

Jubilee Shores Development Corp.
P.O. Box 397,
Mobile, Alabama

Att'n. Mr. M. Foreman

DATE	CHARGES	CREDITS	BALANCE
1962	BALANCE FORWARD:		1,426.00
JUL 1 AMC 11,45	.60 ✓ 36.00		1,462.00 •
JUL 1 PMC 1,05	.20 ✓ 30.00		1,492.00 •
JUL 3 PMAA 6,59	.60 ✓ 120.00		1,612.00 •
JUL 3 PMA 9,59	.60 75.00 95.00		1,707.00 •
JUL 3 PMC 10,40	.60 ✓ 36.00		1,743.00 •
JUL 3 PMC 11,26	.60 ✓ 36.00		1,779.00 •
JUL 4 AMC 7,29	.60 ✓ 36.00		1,815.00 •
JUL 4 PMC 10,28	.60 ✓ 36.00		1,851.00 •
JUL 4 PMC 12,15	.60 ✓ 36.00		1,887.00 •
JUL 4 PMC 1,59	.60 ✓ 36.00		1,923.00 •
JUL 6 PMA 5,58	.60 ✓ 95.00		2,018.00 •
JUL 6 PMAA 8,29	.20 ✓ 120.00		2,138.00 •
JUL 6 PMA 10,00 75.	.60 75.00 95.00 - 36.00		2,233.00 •
JUL 7 PMC 4,32	.60 75.00 36.00		2,269.00 •
JUL 7 PMAA 8,59	.20 ✓ 120.00		2,389.00 •
JUL 8 AMC 11,43	.60 36.00		2,425.00 •
JUL 8 PMC 1,05	.20 30.00		2,455.00 •
JUL 13 PMA 5,58	.60 95.00	125.00 may be m/g for this spot in city	2,550.00 •
JUL 13 PMC 11,16	.60 36.00		2,586.00 •
JUL 14 AMC 10,59	.60 36.00		2,622.00 •
JUL 14 AMC 11,29	.60 36.00		2,658.00 •
JUL 14 PMC 3,06	.60 36.00		2,694.00 •
JUL 14 PMA 5,23	.60 36.00		2,730.00 •
JUL 14 PMAA 7,57	.20 120.00		2,850.00 •
JUL 14 PMC 11,58	.60 36.00		2,886.00 •
JUL 15 AMC 10,58	.60 36.00		2,922.00 •
JUL 15 PMC 1,05	.20 30.00		2,952.00 •
JUL 20 PMA 5,58	.60 95.00		3,047.00 •
JUL 20 PMC 11,29	.60 36.00		3,083.00 •
JUL 21 AMC 10,59	.60 36.00		3,119.00 •
JUL 21 PMC 11,43	.60 36.00		3,155.00 •
JUL 21 PMC 4,03	.60 36.00		3,191.00 •
JUL 21 PMC 4,40	.60 36.00		3,227.00 •
JUL 21 PMAA 7,59	.20 120.00		3,347.00 •
JUL 21 PMC 11,10	.60 36.00		3,383.00 •

WKRG-TV, INC.

for —

Jubilee Shores Development
P.O. Box 397,
~~Mobile, Alabama~~

Point Clear, Ala
Attn. Mr. M. Foreman

DATE	CHARGES	CREDITS	BALANCE
1962	BALANCE FORWARD:		3,383.00
JUL 22 AMC 10,59	.60	36.00	3,419.00 *
JUL 22 PMC 1,02	.20	30.00	3,449.00 *
JUL 22 PMC 4,28	.60	36.00	3,485.00 *
JUL 27 PMA 5,58	.60	95.00	3,580.00 *
JUL 27 PMC 11,04	.60	36.00	3,616.00 *
JUL 28 AMC 10,29	.60	36.00	3,652.00 *
JUL 28 AMC 10,59	.60	36.00	3,688.00 *
JUL 28 PMC 3,30	.60	36.00	3,724.00 *
JUL 28 PMB 5,19	.60	36.00	3,760.00 *
JUL 28 PMAA 7,57	.20	120.00	3,880.00 *
JUL 28 PMC 11,04	.60	90.00	3,970.00 *
JUL 14 PMC 11,58	.60	36.00	3,934.00 *
JUL 14 PMC 11,58	.60	90.00	4,024.00 *
JUL 21 EC 11,10	.60	36.00	3,988.00 *
JUL 21 PMC 11,10	.60	90.00	4,078.00 *
JUL 29 PMC 11,43	.60	36.00	4,114.00 *
JUL 29 PMC 1,04	.60	36.00	4,150.00 *
JUN 29 '62 PC		3.00	4,153.00 *

WKRG—TV CONT.

TITLE SCHEDULE FOR JUBILEE SHORES ..6/22-6/24 COPY

DATE

FOR

VIDEO

TIME

ANNOUNCERS COPY

Friday 6/22/62

6:07 PM (:60)
10:00 PM (:60)
10:37 PM (:60)

Saturday 6/23/62

11:30 AM (:60)
1:00 PM (:20)(Within Baseball)
FOLLOWING GAME (:60)
4:30 PM (Or within Bowling) (:60)
9:00 PM (:20)

Sunday

12:15 PM (:60)
2:00 PM (:20) Within Baseball

JUN 20 1962

W K R G — TV CONT.

TITLE SCHEDULE FOR JUBILEE SHORES ..6/22-6/24 COPY

DATE FOR TIME

VIDEO

ANNOUNCERS COPY

Friday 6/22/62

6:07 PM (:60)
10:00 PM (:60)
10:37 PM (:60)

Saturday 6/23/62

11:30 AM (:60)
1:00 PM (:20) (Within Baseball)
FOLLOWING GAME (:60)
4:30 PM (Or within Bowling) (:60)
9:00 PM (:20)

Sunday

12:15 PM (:60)
2:00 PM (:20) Within Baseball

JUN 20 1962

LENGTH OF CONTRACT _____ DATE 6/20/62
 DESCRIPTION B/F,SL LISTING POINT CLEAR ESTATES
 CLIENT R JUBILEE SHORES DEVELOPMENT CORP. PLACED BY _____
 AGENCY SAME SALESMAN BUCK LONG
 ADDRESS POINT CLEAR, ALA. BILL TO _____
 BEGINS 6/22/62 ENDS 6/24/62

SUNDAY	12:15 PM :60 2:00 PM (W/I Baseball) :20
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	6:07 PM :60 10:00 PM :60 10:37 PM :60
SATURDAY	11:30 PM :60 1:00 PM (W/I Baseball) :20 END OF GAME :60 4:30 PM or W/I Bowling :60 9:00 PM :20

JUN 20 1962

W K R G — TV CONT.

TITLE _____

COPY _____

DATE _____

FOR _____

TIME _____

VIDEO

ANNOUNCERS COPY

SCHEDULE FOR POINT CLEAR ESTATES

FRIDAY 6/15/62

7:35 AM
12:00 PM
1:00 PM
4:00 PM
6:07 PM

10 @ 180.00

70.00

30.00

47.50

245.50

Saturday

12:00 PM
1:00 PM
5:30 PM
9:00 PM
10:30 PM

Sunday

12:00 PM
1:00 PM
2:00 PM
5:00 PM

13 = 335.00

JUN 15 1962

W K R G — TV CONT.

TITLE

JOINT LEAR BONES
JUBILEE SHORES SCHEDULE .. JULY 13th

COPY

DATE

FOR

THROUGH JULY 29th

TIME

VIDEO

ANNOUNCERS COPY

FRIDAY JULY 13

20

27

6:00 PM (:60) (A)
11:00 PM (:60) (C) Approximate time

SATURDAY JULY 14

21

28

11:00 AM (:60) (C)
Precede Baseball (:60) (C)
Follow Baseball (:60) (C)
Within Bowling (:60) (C)
8:00 PM (:20) (AA)
Wrestling (:60) (Participating)

SUNDAY JULY 15

22

29

Precede Baseball (:60) (C)
Within Baseball (:20) (C)*Signed contract to come*

C:60 — 36.00

A:60 — 95.00

AA:20 — 120.00

C:20 — 30.00

w/ wrestling :60 — 90.00

JUL 10 1952

W K R G — TV CONT.

TITLE

SCHEDULE FOR POINT CLEAR ESTATES

COPY

DATE

FOR

JUNE 29, 1962 THROUGH JULY 8, 1962

TIME

VIDEO

ANNOUNCERS COPY

FRIDAY 6/29/62
& 7/6/626:00 PM (:60) (A) 45.00
10:00 PM (:60) (B) 75.00
8:30 PM (:20) (AA) 120.00

36.00

190.00
72.00
200.00SATURDAY 6/30/62 m 36
7/7/62 m 3011:30 AM (:60) (C) (Precede Sportsmans Corner)
1:00 PM (:20) (C) (Within Ball Game)
3:30 PM (:60) (C) (Following Ball Game)
5:15 PM (:60) (C) (Within Bowling)
9:00 PM (:20) (AA) 120.0072.00
60.00
72.00
150.00
200.00SUNDAY 7/1/62
7/8/6236.00 11:45 AM (:60) (C) (Precede Ball Game)
30.00 1:00 PM (:20) (C) (Within Ball Game)72.00
60.00

Tuesday 7/3/62

120.00 7:00 PM (:20) (AA)
75.00 10:00 PM (:60) (A)
36.00 10:37 PM (:60) (C)
30.00 11:15 PM (:60) (C)120.00
75.00
36.00
36.00

WEDNESDAY 7/4/62 36.00

7:30 AM (:60) (C)
10:30 AM (:60) (C)
12:10 PM (:60) (C)
2:00 PM (:60) (C)

144.00

1639.00

JUN 28 1962

IDENTIFICATION OF CONTRACT

DATE

6/27/62

DESCRIPTION F, B/F, SL

LOCATION

POINT CLEAR ESTATES

JUBILEE SHORES

CLIENT

KIRBY DEVELOPMENT CORP.

PLACED BY

CLIENT

AGENCY

SAME

SALSMAN

BUCK LONG

ADDRESS

POINT CLEAR

BILL TO

START DATE

6/29/62

ENDS

7/8/62

SUNDAY

36.00

11:45 AM OTO 6/7/1

(:60)

36

12:15 PM OTO 7/8

(:60)

30.00 (App.) 1:00 PM 7/1 and 7/8

(:20)

MONDAY

TUESDAY

7:00 PM OTO 7/3

(:60) 120

10:00 PM OTO 7/3

(:60) 95

10:37 PM OTO 7/3

(:60) 36

11:15 PM OTO 7/3 in Starlight

(:60) 36

WEDNESDAY

36

Approx. 7:30 AM in Ala. Jubilee

(:60) 7/4

10:30 AM OTO 7/4

(:60)

Approx. 12:10 PM in Wom. Wld.

(:60) 7/4

2:00 PM OTO 7/4

(:60)

THURSDAY

FRIDAY

95.00

6:00 PM 6/29 and 7/6

(:60)

120.00

10:00 PM 6/29 and 7/6

(:60)

95.00

8:30 PM 6/29 and 7/6

(:20)

10:00 PM 6/29 and 7/6

(:60)

SATURDAY

11:30 AM 6/30 OTO

(:60)

12:15 PM 7/7 OTO

(:60)

1:00 PM 6/30 and 7/7

(:20)

36.00 Immediately folg Baseball Game

(:60) 6/30 & 7/7

95.00 5:15 PM 6/30 and 7/7 in Bowling

(:60) 7/7

120.00 9:00 PM 6/30 and 7/7

(:20)

JUN 28 1962

TERMS OF CONTRACT

2x

DATE

7/9/62

DESCRIPTION

~~(See below)~~ (See below)

LISTING

POINT CLEAR ESTATES

CLIENT

JUBILEE SHORES DEVELOPMENT CORP.

PLACED BY

CLIENT

AGENCY

SAME

SALESMAN

BUCK LONG

ADDRESS

BILL TO

TERMS

7/13/62

END

7/29/62

On minutes (60's) (B,F/SL,F):

(C-714)(FC-830)(C-101,303,714dup,715)

On 20-seconds (B,F/SL,F):

(C-714)(FC-764) (C-303,715)

SUNDAY

Preceding Baseball Game

(:60)

On a station break in Baseball

(:20)

MONDAY

TUESDAY

WEDNESDAY

THURSDAY

FRIDAY

6:00 PM

(:60)

Early in Starlight Theater(:60)—close
to 11:00 PM as possible

SATURDAY

11:00 AM

(:60)

Preceding Baseball

(:60)

Following Baseball

(:60)

4:30-5:30 PM in Bowling

(:60)

8:00 PM

(:20)

10:30 PM-Concussion

(:60)

In Wrestling

JUL 10 1962