

CGB-CC-1304  
06-181

Received & Inspected

March 11, 2013

JUN 10 2013

FCC Mail Room

Office of the Secretary  
Federal Communications Commission  
Attn: Disability Rights Office  
Room 3-B431  
445 12<sup>th</sup> St. SW  
Washington DC, 20554

Subject: Exemption Petition for Closed Captioning

Pursuant to Section 79.1 of the Commissioners rules 47C.F.R.SS 79.1, for television programs produced I submit this petition for a closed captioning exemption due to "undue economic burdens". Please grant in whole an exemption. Below is my evidence that demonstrates that closed captioning would economically be burdensome and would result in a "significant financial difficulty and expense."

1. The cost of closed captioning is significantly higher than the cost of the air time I am having to pay to air my show on Chicago TV. I have attached rate cards from a few production companies as proof along with my TV contract for the time purchased.
2. The financial impact on me would be extreme. Attached is proof of my financial status. A copy of my income (statement).
3. I don't have any other financial resources at the moment. Sponsors and donations may come later once the show starts airing and perhaps it can become fully funded through donations but it needs to air first to gain a following. However, sponsors are easier to obtain once the show is on the air.
4. The program is a ministry program. My program is a teaching program, teaching the Gospel, the word of God.

Thank you for consideration.

Blessings,

*David J. Washington*  
901-236-9612

David J. Washington  
10139 Greenmoss Drive North  
Cordova, TN 38018  
901-212-2596

337-442-4346



COMMISSION EXPIRES:

May 11, 2015

*Donna C. Stevenson*

## CONDITIONS

ESCOMEDIA hereby enters into a contract for the sale of commercial time on the terms and conditions as stated below. "Agency" as used below, refers to the party (including a buying service) contracting with ESCOMEDIA for broadcast time. "Advertiser" refers to the sponsor or any other party, if any, on whose behalf Agency has entered into this contract.

### 1. BILLING AND PAYMENT

a. **Billing.** Invoices shall be rendered monthly, using the standard broadcast month, unless otherwise stipulated on the face of the contract. Invoices shall be issued in accordance with the official station log. Each invoice will be deemed accepted by Agency unless Agency notifies ESCOMEDIA in writing that the invoice is incorrect and specifies the nature of the error in detail within twenty-eight (28) days after the invoice date. All amounts not in dispute must be paid by the due date.

b. **Time.** Payment by Agency is due within thirty (30) days after receipt of invoice unless otherwise provided on the face of the contract. The postmark date on the envelope containing payment, if such is properly addressed to ESCOMEDIA or its representative authorized to receive payment, shall be considered the date when payment was made.

c. **Materiality.** In all cases, the date of payment is material. Upon failure to receive timely payment, ESCOMEDIA, in its sole discretion, may discontinue further performance under this contract.

d. **Right to Modify Terms of Payment.** Upon reasonable belief that the credit of Agency has been impaired, ESCOMEDIA shall have the right to change the terms of payment for further broadcasts under this contract.

e. **Rates.** The rates specified in this contract cover only those broadcasts covered by the contract. Additions to or renewals of this contract will be subject to acceptance by ESCOMEDIA and any changes to ESCOMEDIA's rate card.

f. **Joint and Several Liability.** Notwithstanding to whom invoices are rendered, Advertiser and Agency, jointly and severally, shall remain liable to pay to ESCOMEDIA the amount of any invoices due and owing until payment in full is received by ESCOMEDIA. Payment by Advertiser to Agency shall not constitute payment to ESCOMEDIA.

g. **Default.** ESCOMEDIA reserves the right to cancel this contract at any time upon default of Agency in the payment of bills or any other material breach by Agency of any of the conditions herein. In the event that Agency fails to fulfill its obligations under this contract, ESCOMEDIA may declare the entire balance due, and may proceed to enforce full payment thereof. Should ESCOMEDIA refer this account to an attorney for collection and prevail in an action thereon, Agency agrees to pay all attorney's fees and court costs incurred by ESCOMEDIA.

### 2. TERMINATION

a. **Effect of Termination.** If Agency terminates this contract, the amount due shall be calculated at the earned rate from the station's rate card for the quantity of commercial announcements or programs broadcast up to and including the date of termination. If ESCOMEDIA terminates this contract, Agency shall be obligated to pay only the rate as specified on the face of the contract up to and including the date of termination.

b. **Additional Basis for Termination.** In addition to any other rights it may have, ESCOMEDIA may terminate this contract at any time without liability to Agency if Agency becomes insolvent, makes an assignment for the benefit of creditors or files a petition under bankruptcy law or has such a petition filed against it, if receiver is appointed for Agency's property or business, or if ESCOMEDIA determines that the continued broadcast of commercial material under this contract would violate any third party's rights, would violate any applicable law, rule or regulation, would be unfair, deceptive, misleading or inappropriate for broadcast, or otherwise would not be in the public interest.

### 3. FAILURE OR INABILITY TO BROADCAST

If, due to events of public importance, public emergency or necessity, labor disputes, strikes, boycotts, weather emergencies, legal restrictions, or any other cause that is unanticipated or beyond ESCOMEDIA's control, including but not limited to equipment breakdowns, neglect, mechanical or human error or any other reason, ESCOMEDIA shall not be liable to Agency except to the extent of allowing in such case: (1) with respect to a program, a pro rate reduction in the time and/or program charges hereunder in the amount assigned to the time and/or program charges at the time of purchase; and (2) with respect to a commercial announcement, a reduction in the time charges equal to the amount assigned to the commercial announcement at the time of purchase.

### 4. SUBSTITUTION OF PROGRAMS OF PUBLIC IMPORTANCE

ESCOMEDIA will have the right to cancel any broadcast covered by this contract in order to broadcast any programming which ESCOMEDIA, in its absolute discretion, deems to be of greater public importance or in the public interest. ESCOMEDIA will notify Agency of any such cancellation in advance if reasonably possible. Otherwise, ESCOMEDIA will notify Agency within a reasonable time thereafter.

### 5. PREEMPTIONS

ESCOMEDIA has the right, without liability or prior notice to Agency, to preempt any commercial announcements or programs at anytime for advertisers paying higher rates.

### 6. MAKEGOODS

a. **Makegoods.** Should ESCOMEDIA fail to broadcast a commercial announcement or program pursuant to paragraphs 3, 4 or 5 above, ESCOMEDIA may suggest a substitute time period or makegood for the commercial announcement or program. If Agency and ESCOMEDIA agree on a substitute time period or makegood, Agency will be charged for the broadcast as provided in this contract unless otherwise stipulated by the parties hereto. If the parties cannot agree on a substitute day and time or makegood, the commercial announcements or programs that did not air shall be deemed canceled and Agency will not be charged ("no-charge") for this time.

b. **Exclusive Makegood Remedy.** The makegood/no-charge remedies provided in paragraph 6a above are agreed to be the sole and exclusive remedies for ESCOMEDIA's failure to broadcast a program or commercial announcement in accordance with the terms of this contract. UNDER NO CIRCUMSTANCES WILL ESCOMEDIA BE LIABLE FOR LOST PROFITS, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF AGENCY OR ANY OTHER PARTY RESULTING FROM THE FAILURE TO BROADCAST MATERIAL UNDER THIS CONTRACT, EVEN IF SUCH DAMAGES ARE FORESEEABLE. NOR MAY ANY AGENCY SEEK INJUNCTIVE RELIEF OR SPECIFIC PERFORMANCE OF THIS CONTRACT.

**7. 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 ESCOMEDIA and return therefrom, as so directed, shall be paid by Agency. ESCOMEDIA shall retain broadcast material for sixty (60) days after the last broadcast and may destroy such material thereafter, unless otherwise instructed by Agency in writing.

**b. Approval of Material.** All broadcast material is subject to approval by ESCOMEDIA both as to talent and to broadcast content and ESCOMEDIA may exercise a continuing right to reject such material, including a right to reject for unsatisfactory broadcast quality.

**8. NON-RECEIPT OF MATERIAL**

All broadcast materials must be delivered to ESCOMEDIA at least 72 hours (excluding Saturdays, Sundays and legal holidays) before the date and time of the first broadcast. If Agency and/or Advertiser fails to furnish broadcast material in adequate time for scheduled broadcast, ESCOMEDIA may nevertheless charge Agency and/or Advertiser as provided in this contract.

**9. INDEMNIFICATION**

Agency will indemnify and hold ESCOMEDIA, its principal, directors, officers, employees, permitted successors and assigns harmless from and against any and all claims, damages, liabilities, costs and/or expenses including, without limitation, reasonable attorney's fees, arising out of the broadcast in accordance herewith of any broadcast materials furnished by Agency to ESCOMEDIA. The provisions of this paragraph shall survive termination or cancellation of this contract.

**10. WARRANTY AND REPRESENTATIONS AS TO AUTHORITY**

If this contract is between ESCOMEDIA and Agency, Agency represents and warrants that it has the authority to act on Advertiser's behalf, as Advertiser's agent, for all purposes of this contract, including, but not limited to, negotiating, servicing, and paying for the advertising specified herein.

**11. GENERAL**

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

**b. Assignment.** This contract, including the rights hereunder, may not be assigned or transferred by Agency without first obtaining the written consent of ESCOMEDIA, nor will ESCOMEDIA be required to broadcast hereunder for the benefit of any other party than the party in the face of the contract.

**c. Music Rights.** With respect to each musical composition contained in any broadcast materials supplied by Agency, Agency warrants and represents that the performing rights in and to such musical compositions are (1) available for license through American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc. (BMI), SESAC, Inc., or another performing rights society or (2) in the public domain or (3) controlled by Agency to the extent necessary to permit broadcast hereunder.

**d. Lost Materials.** ESCOMEDIA will not be responsible for loss or damage to broadcast materials furnished by Agency to ESCOMEDIA under this contract in the event that such materials are lost or damaged.

**e. Waiver.** The failure of ESCOMEDIA to enforce any provision herein with respect to a breach thereof in one instance shall not be construed as a general relinquishment or waiver under this contract and the same shall nevertheless be and remain in full force and effect.

**f. No Oral Modification.** This contract constitutes the entire understanding between the parties and may not be modified except by a written modification duly executed by the parties.

**g. References.** If no advertising agency is named on the reverse side thereof, all references to "Agency" shall be deemed to refer to "Advertiser."

**12. CHOICE OF LAW**

The parties to this contract agree that Illinois law shall govern, and be applied to, the interpretation of this contract for all disputes pertaining to this contract.

**13. FORUM SELECTION**

The exclusive forum for all disputes pertaining to compliance with, and/or enforcing the terms of, this contract shall be an Illinois Federal or State Court.

**14. INITIAL TERM OF THIS CONTRACT**

The initial term of this contract begins on the date that the previous page indicates is the "Start Date" as reflected by the Month, Day of the Month, and Year indicated on the line adjacent to the phrase "Start Date" appearing at the top right of the page and ends on the date that the first page of this contract indicates is the "End Date" as reflected by the Month, Day of the Month, and Year indicated on the line adjacent to the phrase "End Date" appearing below the phrase "Start Date" and also appearing at the top right of the page. During the initial term of this contract, the programming agreed to will be broadcast on the days of the week and at the times indicated on the first page of this contract.

**15. AUTOMATIC RENEWAL PROVISION**

The parties to this contract agree that absent notice by Agency to the contrary, beginning with the day following the day indicated on the line adjacent to the phrase "End Date" on the first page indicated by the Month, Day of the Month, and Year indicated on that line, and for every day following the end date of every subsequent term, this contract shall automatically be renewed for a duration in time equal in length to the initial term, under the same terms, and with the broadcasts occurring on the same days of the week, for the same duration and at the same time(s) of the day as in the initial term, at an increase rate of Consumer Price Index (CPI), plus 2%. ESCOMEDIA will notify you no less than thirty (30) days and no more than sixty (60) days prior to the expiration of the cancellation deadline.

**16. NON DISCRIMINATION CLAUSE**

This station does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby certifies that it is not buying or broadcasting air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, national origin, or ancestry.

## Brandon Sears

Video Production Specialist  
160 Symphony Way #800  
Elgin, IL 60120  
630.805.2540

**Per Day(Up to 9 hours)**

### **Production Rates**

Pre Production	\$25.00/hour	\$200.00/day
Writing/Producer	\$25.00/hour	\$200.00/day
Filming	\$30.00/hour	\$240.00/day

### **Post Production Rates**

Editing	\$25.00/hour	\$200.00/day
Import/Export/Upload	\$25.00/hour	\$200.00/day
Closed Captions	\$25.00/hour	\$200.00/day

### **Addt. Equipment (if Required)**

Arri Light Kit	\$100.00/day
Lavalier Microphone	\$30.00/day
Boom and microphone	\$75.00/day
Panasonic AG-AF100	\$200.00/day

### **Delivering Media For Post Production:**

**Digital (Preferred):** Acceptable digital formats are .AVI and .MOV. Digital media can be accepted on a jump drive, external hard drive, SD card, or uploaded to a secure server (Dropbox.com). Upon request, client will be given access to upload to the server.



**Tape Formats:** Mini DV Tapes are also Accepted.

**Shipping Address:**

Brandon Sears  
160 Symphony Way #800  
Elgin, IL 60120

SOCIAL SECURITY ADMINISTRATION

Date: April 3, 2013  
Claim Number: XXX-XX-4982A

DAVID J WASHINGTON  
10139 GREEN MOSS DR N  
CORDOVA TN 38018-6665

You asked us for information from your record. The information that you requested is shown below. If you want anyone else to have this information, may send them this letter.

Information About Current Social Security Benefits

Beginning December 2012, the full monthly Social Security benefit before any deductions is.....\$ 1653.90

We deduct \$125.90 for medical insurance premiums each month.

The regular monthly Social Security payment is.....\$ 1528.00  
(We must round down to the whole dollar.)

Social Security benefits for a given month are paid the following month. example, Social Security benefits for March are paid in April.)

Your Social Security benefits are paid on or about the third of each month

Type of Social Security Benefit Information

You are entitled to monthly disability benefits.



COMMISSION EXPIRES: May 11, 2015

*Donna C Stevenson*

*David J. Washington*  
901-236-9612  
337-442-4346

## Rate Card-Net Rates



### INFOMERCIAL PRODUCTION WORK

**Infomercial Production Pkg: \$4500.00 flat fee**

*(Complete Infomercial includes Production, Post-Production & File/Tape Delivery. But does not include Closed Captioning)*

### COMMERCIAL PRODUCTION WORK

**Fully Completed: 30 commercial spot \$1500-\$2500 and above**

*(Pricing does not include 3D animation/logo treatment, actors fees, rental gear or closed captioning. Prices may increase due to client's needs.)*

#### ***Edit Sheet***

**HD  
\$110 p/hr**

**SD  
\$85.00 p/hr**

***Audio Booth Time***  
**\$100 p/hr**

**Closed Captioning**  
**\$400-\$600 varies**

*All rental gear and on-screen talent are not included in the Rate Card.*

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**SPI Creative**

3711 North Ravenswood Av. Suite 109 Chicago, IL 60613 ph/773-525-5546 fx/773-525-5587