

CANDIDATE ADVERTISEMENT AGREEMENT FORM

See **Order** for proposed schedule and charges. See **Invoice** for actual schedule and charges.

I, Chris Bruneau, hereby request station time as follows:

IDENTIFY CANDIDATE TYPE 

FEDERAL CANDIDATE

STATE OR LOCAL CANDIDATE

ALL QUESTIONS/BLOCKS MUST BE COMPLETED

Candidate name:
Christopher M. Bruneau Sr

Authorized committee:
Chris Bruneau for Congress

Agency requesting time (and contact information):

N/A

Candidate's political party:
Republican

Office sought (no acronyms or abbreviations):
House of Representatives, Maryland 1st District

Date of election: May 14, 2024 General Primary

Treasurer of candidate's authorized committee:
Chris Bruneau for Congress

The undersigned represents that:

(1) the payment for the broadcast time requested has been furnished by (check one box below):

the candidate listed above who is a legally qualified candidate, or

the authorized committee of the legally qualified candidate listed above;

(2) this station is authorized to announce the time as paid for by such person or entity; and

(3) this station has disclosed its political advertising policies, including applicable classes and rates, discount, promotion and other sales practices (not applicable to federal candidates).

THIS STATION DOES NOT DISCRIMINATE OR PERMIT DISCRIMINATION ON THE BASIS OF RACE OR ETHNICITY IN THE PLACEMENT OF ADVERTISING.

Candidate/Committee/Agency

Station Representative

Signature:  

Signature: 

Name: Chris Bruneau

Name: 

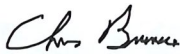

Date of Request to Purchase Ad Time: 3/14/2024

Date of Station Agreement to Sell Time: 3-14-2024

Federal Candidate Certification:

The undersigned hereby certifies that the broadcast matter to be aired pursuant to this disclosure either (1) does not refer to an opposing candidate or, if it does, (2) contains a clearly identifiable photograph or similar image of the candidate for a duration of at least four seconds and a simultaneously displayed printed statement identifying the candidate, that the candidate approved the broadcast and that the candidate and/or the candidate's authorized committee paid for the broadcast or if radio programming, contains a personal audio statement by the candidate that identifies the candidate, the office being sought and that the candidate has approved the broadcast.

Candidate/Authorized Committee/Agency

Signature:  

Name: Chris Bruneau

Date: 3/14/2024

TO BE COMPLETED BY STATION ONLY

Ad submitted to Station? Yes No Date ad received: 03-14-24

Note: Must have separate PB-19 Forms for each version of the ad (i.e., for every ad with differing copy).

Federal candidate certification signed (above): Yes No N/A

Disposition:

- Accepted
- Accepted IN PART (e.g., ad copy not yet received to determine sponsor ID)*
- Rejected – provide reason:

*Upload partially accepted form, then promptly upload updated final form when complete.

Date and nature of follow-ups, if any (e.g., insufficient sponsor ID tag):

Contract #: <u>CON-501-MB 628</u>	Station Call Letters: <u>WUSX</u>	Date Received/Requested: <u>03-14-2024</u>
Est. #: <u>—</u>	Station Location: <u>31549 Dutton Ln Lewes DE 19958</u>	Run Start and End Dates: <u>4-14-24 to 5-14-24</u>

Upload order, this form and invoice (or traffic system print-out) or other documents reflecting this transaction to the OPIF or use this space to document schedule of time purchased, when spots actually aired, the rates charged and the classes of time purchased or attach separately. If station will not upload the actual times spots aired until an invoice is generated, the name of a contact person who can provide that information immediately should be placed in the "Terms and Disclosures" folder in the OPIF.

Contract attached



Agreement

Agreement #: CON-SAL-MB-628
 PO/Estimate #: PROP-MB-682
 Product: Day Part Ads
 Type: Cash
 Flight: 04-16-2024 - 05-14-2024
 04-12-2024
 Day Part Specific Spots

DataTech Digital, LLC - The Talk of Delmarva

Mike Bradley
 P.O. Box 530
 Rehoboth Beach DE
 US 19971
 mike.bradley@wgmd.com

Chris Bruneau for Congress

Chris Bruneau
 2813 Pulaski Hwy, Suite 103
 Edgewood MD
 US 21040
 chris@cbforcongress.com

Description	Run Dates	Cost	Calendar Month	Spots
Political Campaign Ad Rotation / #1	04-16-2024 to 05-14-2024	Based on Rate & Volume		234
Media Outlet: WUSX				
4 Ads rotating on 98-5				
Summary by Month				Spots
Apr, 2024				117
May, 2024				117

Total Spots	234
Total	\$7,020.00

Amounts quoted are in USD

Projected Billing (USD)			
April, 2024	\$3,510.00	May, 2024	\$3,510.00

Authority to Proceed

Signatures on this page incorporate compliance with the provisions on the subsequent pages of this agreement are a part hereof. This agreement shall be binding on the station only when signed by its Marketing Consultant Manager or Business Manager. This contract shall be interpreted under Delaware law, and all legal actions will be in the Delaware State Court System, in and for Sussex County by agreement of the advertiser and the station.

By: *Sandy Christensen*
 For DataTech Digital, LLC - WGMD | WUSX

Sandy Christensen
 Printed Name

This is a contract for services. Any breach of contract, Delaware law applies.

The corporation, LLC, partnership, other corporate entity or individual contracting for radio time covered by this contract (hereinafter called ADVERTISER) and the station accepting this contract (hereinafter called STATION) hereby agree that this contract shall be governed by the following conditions:

1. PAYMENT AND BILLING

(a) Station will bill ADVERTISER monthly, using the calendar month, unless otherwise provided on the face of this agreement. STATION reserves the right to have new ADVERTISERS prepay the first ninety (90) days of any new agreement.

(b) Payment by ADVERTISER is due within fifteen (15) days after receipt of invoice by ADVERTISER.

(c) STATION agrees to hold ADVERTISER solely liable for payments to be made under this agreement, except that where ADVERTISER is not an advertising agency the person, firm or corporation which authorizes ADVERTISER to contract for radio time hereunder shall be liable in the event of default by the ADVERTISER.

(d) STATION will add a service charge of two (2) percent per month ((twenty-four percent (24%)) annual percentage rate) to any past due balance over thirty (30) days.

(e) Term Rates, including yearly discounts expire upon breach of contract and contract balance will be recalculated according to the current rate card (see 2c).

2. TERMINATION

(a) Commercial announcements may be cancelled by STATION or ADVERTISER upon 14 days prior written notice, but no such cancellation shall be effective until 14 days after the initial start of broadcasting hereunder unless otherwise stated on face of contract.

(b) Programs may be cancelled by STATION or ADVERTISER upon twenty-eight (28) days prior written notice, but no such cancellation shall be effective until 28 days after the initial start of broadcasting hereunder unless otherwise stated on face of contract.

(c) If the ADVERTISER cancels the contract, the earned rate will apply. If STATION cancels the contract, ADVERTISER shall have the benefit of the same discounts which it would have earned had it been allowed to complete this contract.

3. EFFECT OF BREACH

(a) STATION reserves the right to cancel this contract upon default of ADVERTISER in the payment of bills or other material breach of the terms hereof at any time upon prior notice. Upon such cancellation, all charges for broadcasts completed hereunder and not paid shall become immediately due and payable. If STATION cancels by reason of ADVERTISER'S material breach, ADVERTISER'S only liability shall be to pay for broadcasts completed hereunder prior to cancellation by STATION.

(b) In the event of a material breach by the STATION in performing this contract, ADVERTISER reserves the right to cancel this contract at any time upon prior notice.

(c) In the event suit is instituted to collect unpaid advertising charges, ADVERTISER agrees to pay reasonable attorney's fees and all other costs incurred by STATION or its assignees. Venue shall lie in Sussex County, Delaware.

4. FAILURE TO BROADCAST

(a) 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 or electronic breakdowns, beyond STATION'S control, there is an interruption or omission of any commercial announcement or program contracted to be broadcast hereunder, STATION may suggest a substitute time period for the broadcast of the interrupted or omitted commercial announcement or program. If no such substitute time period is acceptable to ADVERTISER, STATION shall allow ADVERTISER one (1) with respect to a program, a pro rata reduction in the time and/or program charges hereunder in the amount of money assigned to the time and/or program charges at time of purchase and two (2) with respect to a commercial announcement, a reduction in the time charges equal to the amount of money assigned to the commercial announcement at time of purchase. ADVERTISER shall have the benefit of the same discounts which would have been earned if there had been no interruption or omission in the broadcast.

5. RATES AND CHARGES

(a) STATION reserves the right to increase rates, but no such increases shall be applied to broadcasts under this contract.

6. PROGRAM AND COMMERCIAL MATTER

(a) Broadcast program and commercial matter provided by ADVERTISER is subject to 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 program or commercial materials are unsatisfactory, STATION shall notify ADVERTISER by telephone and, unless ADVERTISER furnishes satisfactory material by broadcast time, this contract may be terminated by either party without penalty to either party.

(b) The provision of content in the ad, in particular, the stock footage, will not be permitted to be modified, changed or used in any other contexts except in the content that is supplied to you.

7. BROADCAST LIABILITIES

(a) STATION agrees to hold and save ADVERTISER harmless against all liability resulting from the broadcast of (1) program material except program material furnished by ADVERTISER and (2) musical composition licensed for broadcast by a music licensing organization of which STATION is licensee. ADVERTISER agrees to hold and save STATION harmless against all liabilities resulting from the broadcast of commercial material or program material furnished by ADVERTISER except musical compositions licensed as stated above.

8. GENERAL

(a) STATION shall exercise normal precautions in handling of property and mail, but assumes no liability for loss of or damage to program or commercial matter and other property furnished by ADVERTISER in connection with broadcasts hereunder. STATION will not accept or process mail, correspondence, or telephone calls in connection with broadcast except after prior approval.

(b) This contract, including the rights under it and may not be assigned or transferred without first obtaining the consent of STATION in writing, nor may STATION be required to broadcast hereunder for the benefit of any advertiser other than the one named on the face of this contract. Failure of STATION 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) STATION'S obligations hereunder are subject to the terms and conditions of licenses held by it and to applicable federal, state and local laws and regulations.

(d) This contract contains the entire agreement between 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.

(e) At the STATION'S election for new advertisers, a personal guarantee may be required.

(f) NONDISCRIMINATION POLICY: [Licensee] and its station(s) cannot discriminate in advertising contracts on the basis of race or ethnicity, and will not accept any advertising which is intended to discriminate on the basis of race or ethnicity. Advertiser represents and warrants that it is not purchasing advertising time from [Licensee] or its station(s) that is intended to discriminate on the basis of race or ethnicity.

Name: Chris Bruneau Title: Candidate Signature: Via email Date: 3-14-24
Name: _____ Title: _____ Signature: _____ Date: _____

