



Political Broadcast Agreement Form for Non-Candidate/Issue Advertisements (PB-19)



# Political Broadcast Agreement Form for Non-Candidate/Issue Advertisements (PB-19)

This form may serve as a model agreement for the sale of political broadcast advertising time and to facilitate compliance with the Federal Communications Commission's (FCC) record retention requirements. Broadcasters seeking information on how the FCC's political broadcast rules and record retention requirements apply to their specific circumstances should seek the advice of their own attorney.

#### Please note:

You will be prompted to save this form after each entry of your electronic signature. Make sure to re-save the form if you enter any information after entering your electronic signature.

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A companion to this form is NAB's Political Broadcast Catechism. To assist with your understanding of the political advertising rules, an all-new Political Advertising Primer course will become available via Broadcast Education in March 2020.

Broadcast Education is NAB's home for online educational offerings, including live and on-demand webcasts, podcasts and certificate courses. For more information, visit <u>education.nab.org</u>.

NAB members have access to an array of member tools and benefits. To access additional member tools, please visit <u>nab.org/MemberTools</u>.

### ISSUE (Non-candidate) ADVERTISEMENT AGREEMENT FORM

| I, Tyler Williams , hereby request station time as follows: See <b>Order</b> for proposed                    |  |   |  |  |  |  |  |  |  |  |  |
|--|--|---|--|--|--|--|--|--|--|--|--|
| schedule and charges. See I  | Invoice for actual schedule and cha  | rges.   |  |  |  |  |  |  |  |  |  |
| Check one:   |  |   |  |  |  |  |  |  |  |  |  |
| (1) a legally qualified cand issue of public importance  | ssage relating to any political matter of nati<br>didate for federal office; (2) an election to fe<br>(e.g., health care legislation, IRS tax code, e<br>discussion at the national level. | ederal office; (3) a national legislative               |  |  |  |  |  |  |  |  |  |
| Ad does NOT communication only to a state or local issues  | ate a message relating to any political matt<br>ue).   | ter of national importance (e.g., relates               |  |  |  |  |  |  |  |  |  |
| ALL 0  | QUESTIONS/BLOCKS MUST BE   | COMPLETED   |  |  |  |  |  |  |  |  |  |
| Station time requested by: Tyler W   | illiams  |   |  |  |  |  |  |  |  |  |  |
| Agency name: FreedomWorks, Inc.  |  |   |  |  |  |  |  |  |  |  |  |
| Address: 111 K Street NE, Suite 600,   | Washington, D.C. 20002   |   |  |  |  |  |  |  |  |  |  |
| Contact: Tyler Williams  | Phone number: 202-942-7632   | Email: twilliams@freedomworks.org                       |  |  |  |  |  |  |  |  |  |
|  | ntity's full legal name as disclosed to the l<br>me must match the sponsorship ID in ad):  | Federal Election Commission [for federal :              |  |  |  |  |  |  |  |  |  |
| Name; FreedomWorks, Inc.   |  |   |  |  |  |  |  |  |  |  |  |
| Address: 111 K Street NE, Suite 600,   | Washington, D.C. 20002   |   |  |  |  |  |  |  |  |  |  |
| Contact: Tyler Williams  | Phone number: 202-942-7632   | Email: twilliams@freedomworks.org                       |  |  |  |  |  |  |  |  |  |
| Station is authorized to announce  | the time as paid for by such person or er  | ntity.  |  |  |  |  |  |  |  |  |  |
| group(s) of the advertiser/sponsor<br>see page following completed form  By signing below, advertiser/sponso | (Use separate page if necessary.): or represents that those listed above are the   | e only executive officers, members of the               |  |  |  |  |  |  |  |  |  |
| executive committee and board of d   | s) or federal election, list ALL of the follow   | wing: N/A   |  |  |  |  |  |  |  |  |  |
|  | ed to; Nancy Pelosi, Democrats, Congress, p  |   |  |  |  |  |  |  |  |  |  |
| Office(s) sought by such candidate   | e(s) (no acronyms or abbreviations): Presic<br>appoi   | dent of the United States and various intments by state |  |  |  |  |  |  |  |  |  |
| Date of election: November 3rd, 202  | 0  |   |  |  |  |  |  |  |  |  |  |
| Clearly identify <b>EVERY</b> political ma<br>ad (no acronyms); use separate pag                             | atter of national importance referred to inge if necessary:  | n the N/A   |  |  |  |  |  |  |  |  |  |
| Election security, Vote-by-mail, Mail-in-  | -voting  |   |  |  |  |  |  |  |  |  |  |

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

The advertiser/sponsor agrees to indemnify and hold harmless the station for any damages or liability, including reasonable attorney's fees, which may arise from the broadcast of the above-requested advertisement(s). For the above-requested ad(s), the advertiser/sponsor also agrees to prepare a script, transcript or tape, which will be delivered to the station by the log deadlines outlined in the station's disclosure statement.

| Advertiser/Sponsor   | Station R   | Station Representative  |  |  |  |  |  |  |  |
|--|---|---|--|--|--|--|--|--|--|
| Signature: Joseph Wallaurs   | Signature   | MAtthew Caruso  |  |  |  |  |  |  |  |
| Name: Tyler Williams   | Name:   | Matthew Caruso  |  |  |  |  |  |  |  |
| Date of Request to Purchase Ad Time:   | 06-11-2020 Date of St   | ation Agreement to Sell Time: 6-11-20   |  |  |  |  |  |  |  |
| то   | BE COMPLETED BY STAT  | TION ONLY   |  |  |  |  |  |  |  |
| Ad submitted to station? Yes  Note: Must have separate PB-19 forms (or the   |   | eceived:  |  |  |  |  |  |  |  |
| If only one officer, executive committee   | e member or director is listed a<br>s, executive committee member | bove, station should ask the advertiser/sponsor s or directors, maintain records of inquiry and |  |  |  |  |  |  |  |
| Disposition:  Accepted  Accepted IN PART (e.g., ad not r  Rejected – provide reason (option  *Upload partially accepted form, then provide reason in the p | onal):  | n when complete.  |  |  |  |  |  |  |  |
| Date and nature of follow-ups, if any:   |   |   |  |  |  |  |  |  |  |
| Contract #:  | Station Call Letters:   | Date Received/Requested:  |  |  |  |  |  |  |  |
| Est. #:  | Station Location:   | Run Start and End Dates:  |  |  |  |  |  |  |  |
| For national issue ads only (not require   |   |   |  |  |  |  |  |  |  |
| Upload order, this disclosure form and   | invoice (or traffic system print-c                                | out) or other material reflecting this transaction  |  |  |  |  |  |  |  |

Upload order, this disclosure form and invoice (or traffic system print-out) or other material 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 (including date, time, class of time and reasons for any make-goods or rebates) 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.

### FreedomWorks Inc - Officers and Directors

Ted Abram

111 K Street, NE # 600 Washington, DC 20002

Paul Beckner

111 K Street, NE # 600 Washington, DC 20002

Joan Carter

111 K Street, NE # 600 Washington, DC 20002

Rob Lansing

111 K Street, NE # 600 Washington, DC 20002

Frank Sands, Sr. 111 K Street, NE # 600 Washington, DC 20002 Mary Albaugh

111 K Street, NE # 600 Washington, DC 20002

Adam Brandon

111 K Street, NE # 600 Washington, DC 20002

Tom Knudsen

111 K Street, NE #600 Washington, DC

Stephen Modzelewski 111 K Street, NE # 600 Washington, DC 20002

Richard Stephenson 111 K Street, NE # 600 Washington, DC 20002

### **Officers**

Chairman:

Vice-Chairman:

Secretary (non-board member):

Treasurer:

Assistant Treasurer:

Joan Carter Betsy Albaugh

Cleta Mitchell Betsy Albaugh Parissa Sedghi Remember how Democrats said the 2016 election was filled with Russian meddling?

Until 5 minutes ago that was the top news story.

So you'd think the Democrats would want to do everything in their power to make the 2020 election as secure as humanly possible.

But Nancy Pelosi and the Democrats have other ideas — universal mail-in voting combined with legalized ballot harvesting. This is one of the worst ideas imaginable.

If enacted, voting crimes will likely skyrocket. Theft and forgery of ballots could become rampant.

And it could take weeks, if not months, to figure out who actually won in every single race happening in the country.

Thankfully, my friends over at FreedomWorks are fighting to make sure that doesn't happen.

And if you'd like to help them do it, please text BEN, that's my name "BEN", to 41490 and tell Congress to oppose universal mail-in-voting now.

Remember the 2000 presidential election, where the country had to endure recounts, lawsuits, and a Supreme Court case to determine the winner?

Pretty chaotic right?

Now imagine if that happened in a bunch of electoral races this year.

It'd be an absolute nightmare!

2020 has already been a chaotic enough year for the country so far, wouldn't you say?

The last thing we need right now is to have a bunch of races in November having no declared winner for months.

You can help save us from that chaotic nightmare by texting "BEN" to 41490 and telling Congress to oppose any universal mail-in-voting scheme today.



Rebecca Hagelin
Attn: Rebecca Hagelin
Rebecca Hagelin Marketing & Communicatio
PO Box 493
Placida, FL 33946

| Contract Re    | evision             |      | Order #<br>184731 | Ver#     | Rev # | # # Wks<br>29/31 | Page # |  |  |  |
|----------------|---------------------|------|-------------------|----------|-------|------------------|--------|--|--|--|
| Advertiser     | Product             |      | ate               | Time     | -     | Start            | End    |  |  |  |
| Freedom Works  | Shapiro Radio 2020  | 3/   | /20/20            | 3:23:58P | M     | 2/3/20           | 9/6/20 |  |  |  |
| Salesperson    | Salesperson Phone # | Г    | Demos             |          |       |                  |        |  |  |  |
| Tim Warbington |                     | F    | P12+, A18-        | +        |       |                  |        |  |  |  |
| Sales Office   | Agency Phone #      | S    | Survey            |          |       |                  |        |  |  |  |
| Atlanta        | (703)915-7288       | 7288 |                   |          |       |                  |        |  |  |  |

Product Protection: Political/Non profit

| Line<br># | Vehicle                                   | Days & Times | Dec<br>30 | Jan<br>6 | Jan<br>13 | Jan<br>20 | Jan<br>27 | Feb<br>3 | Feb<br>10 | Feb<br>17 | Feb<br>24 | Mar<br>2 | Mar<br>9 | Mar<br>16 | Mar<br>23 | Total<br>Units | Len |  |
|-----------|---|--------------|-----------|----------|-----------|-----------|-----------|----------|-----------|-----------|-----------|----------|----------|-----------|-----------|----------------|-----|--|
|           | The Ben Shapiro Show<br>2HR (grp)<br>LIVE | Live Feed    |           |          |           |           |           | 2        |           | 4         | 3         | 1        | 3        | 4         | 4         | 21             | 60  |  |
|           |   | Weekly Units | 0         | 0        | 0         | 0         | 0         | 2        | 0         | 4         | 3         | 1        | 3        | 4         | 4         | 21             |     |  |





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Rebecca Hagelin Marketing & Communicatio
PO Box 493
Placida, FL 33946

| Contract       | Revis | Order#              | Ver #   | Rev #     | # Wks<br>29/31 | Page # |        |     |  |  |  |
|----------------|-------|---------------------|---------|-----------|----------------|--------|--------|-----|--|--|--|
| Advertiser     | Prod  | luct                |         | Date      | Time           |        | Start  | End |  |  |  |
| Freedom Works  | Sha   | piro Radio 2020     | 3/20/20 | 3:23:58F  | PM             | 2/3/20 | 9/6/20 |     |  |  |  |
| Salesperson    | ·     | Salesperson Phone # |         | Demos     |                |        |        |     |  |  |  |
| Tim Warbington |       |                     |         | P12+, A18 | +              |        |        |     |  |  |  |
| Sales Office   |       | Agency Phone #      | Survey  |           |                |        |        |     |  |  |  |
| Atlanta        |       | (703)915-7288       |         |           |                |        |        |     |  |  |  |

Product Protection: Political/Non profit

| Line<br># | Vehicle   | Days & Times | Mar<br>30 | Apr<br>6 | Apr<br>13 | Apr<br>20 | Apr<br>27 | May<br>4 | May<br>11 | May<br>18 | May<br>25 | Jun<br>1 | Jun<br>8 | Jun<br>15 | Jun<br>22 | Total<br>Units | Len |  |
|-----------|---|--------------|-----------|----------|-----------|-----------|-----------|----------|-----------|-----------|-----------|----------|----------|-----------|-----------|----------------|-----|--|
|           | The Ben Shapiro Show<br>2HR (grp)<br>LIVE         | Live Feed    | 3         | 3        | 3         | 3         | 3         | 3        | 3         | 3         | 3         | 3        | 3        | 3         | 3         | 39             | 60  |  |
|           | The Ben Shapiro Show<br>2HR (grp)<br>mg from 3/16 | Live Feed    | 1         |          |           |           |           |          |           |           |           |          |          |           |           | 1              | 60  |  |
|           | Totals  |              | 4         | 3        | 3         | 3         | 3         | 3        | 3         | 3         | 3         | 3        | 3        | 3         | 3         | 40             |     |  |
|           |   | Weekly Units | 4         | 3        | 3         | 3         | 3         | 3        | 3         | 3         | 3         | 3        | 3        | 3         | 3         | 40             |     |  |





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Placida, FL 33946

| Contract Re    | evis | Order # 184731      | Ver#      | Ver# Rev# |    | Page #         |        |  |  |  |  |
|----------------|------|---------------------|-----------|-----------|----|----------------|--------|--|--|--|--|
| Advertiser     | Prod | luct                | Date      | Time      | 4  | 29/31<br>Start | End    |  |  |  |  |
| Freedom Works  | Sha  | piro Radio 2020     | 3/20/20   | 3:23:58F  | PM | 2/3/20         | 9/6/20 |  |  |  |  |
| Salesperson    |      | Salesperson Phone # | Demos     | Demos     |    |                |        |  |  |  |  |
| Tim Warbington |      |                     | P12+, A18 | }+        |    |                |        |  |  |  |  |
| Sales Office   |      | Agency Phone #      | Survey    | Survey    |    |                |        |  |  |  |  |
| Atlanta        |      | (703)915-7288       |           |           |    |                |        |  |  |  |  |

Product Protection: Political/Non profit

| Line<br># | Vehicle                                   | Days & Times | Jun<br>29 | Jul<br>6 | Jul<br>13 | Jul<br>20 | Jul<br>27 | Aug<br>3 | Aug<br>10 | Aug<br>17 | Aug<br>24 | Aug<br>31 | Sep<br>7 | Sep<br>14 | Sep<br>21 | Total<br>Units | Len |  |
|-----------|---|--------------|-----------|----------|-----------|-----------|-----------|----------|-----------|-----------|-----------|-----------|----------|-----------|-----------|----------------|-----|--|
|           | The Ben Shapiro Show<br>2HR (grp)<br>LIVE | Live Feed    |           | 3        | 3         | 3         | 3         | 3        | 3         | 3         | 3         | 3         |          |           |           | 27             | 60  |  |
|           |   | Weekly Units | 0         | 3        | 3         | 3         | 3         | 3        | 3         | 3         | 3         | 3         | 0        | 0         | 0         | 27             |     |  |



| Westwood One                    |  |         |       |        |  | nuac        | t Rev      |          | Order #<br>184731  | Ver #          | Rev# | # Wks<br>29/31 | Page #      |                   |           |         |        |        |   |  |
|---------------------------------|--|---------|-------|--------|--|-------------|------------|----------|--------------------|----------------|------|----------------|-------------|-------------------|-----------|---------|--------|--------|---|--|
|                                 |  |         |       | Adver  | tiser  |             |            | Pi       | Product            |                |      |                |             | Date              | Time      |         | Start  | End    |   |  |
|                                 |  |         |       | Freed  | lom Work   | (S          |            | S        | Shapiro Radio 2020 |                |      |                |             | 3/20/20 3:23:58PM |           |         | 2/3/20 | 9/6/20 |   |  |
| Rebecca Hagelin                 |  |         |       | Salesp | Salesperson Phone #                                    |             |            |          |                    |                |      |                |             | Demos             |           |         |        |        |   |  |
| Attn: Rebecca Hagelin           |  |         |       | Tim V  | Tim Warbington   |             |            |          |                    |                |      |                |             | P12+, A18+        |           |         |        |        |   |  |
| Rebecca Hagelin Marke           | Rebecca Hagelin Marketing & Communicatio |         |       |        |  |             |            |          | Agency             | Agency Phone # |      |                |             |                   |           |         |        |        |   |  |
| PO Box 493                      |  |         |       |        | Atlanta (703)915-7288                                  |             |            |          |                    |                |      |                |             |                   |           |         |        |        |   |  |
| Placida, FL 33946               |  |         |       | Produ  | uct Prote  | ction: Poli | itical/Non | profit   |                    |                |      |                |             |                   |           |         |        |        |   |  |
| Line                            |  | Jun     | Jul   | Jul    | Jul  | Jul         | Aug        | Aug      | Aug                | Aug            | Aug  | Sep            | Sep         | Sep               | To        |         |        |        | - |  |
| # Vehicle                       | Days & Times                             | 29      | 6     | 13     | 20   | 27          | 3          | 10       | 17                 | 24             | 31   | 7              | 14          | 21                | Uı        | nits Le | n      |        |   |  |
|                                 |  | Total G | ross: |        |  |             |            | Agency C | ommissio           | n:             |      |                |             |                   | Total Net | :       |        |        |   |  |
| Accepted for Westwood One, LLC: |  |         |       |        | Accepted for Agency (and Media Buying Service, if any) |             |            |          |                    |                |      |                | f any) as A | Agent for the Ad  | vertiser: |         |        |        |   |  |
| Name Title                      |  |         |       |        |  |             |            |          |                    |                |      |                |             | Title             |           |         |        |        |   |  |

Agency represents and warrants it has the authority to make this purchase on behalf of the Advertiser listed on this order ("Advertiser") and accordingly, is responsible for prompt payment of all amounts due under this IO to WWO upon receipt of such payments from Advertiser. If Advertiser is more than 30 days overdue in paying Agency, Agency shall promptly inform Westwood One ("WWO") who shall have the right to contact Advertiser directly for payment. If payment in full has not been received from either Agency or Advertiser within 120 days of the due date, WWO reserves the right to impose interest equal to ten percent (10%) per annum on any overdue amount from the original due date until full payment is received by WWO. Agency and/or Advertiser, as applicable, shall be liable for all costs and expenses incurred by WWO in its collection efforts for amounts overdue by 120 days or more, including without limitation, attorney's fees and filing fees. If Agency fails to remit to WWO amounts Agency receives from the Advertiser, the principal owners of the Agency shall be personally liable for such unpaid amounts.

This Agreement shall, irrespective of the place of execution, be deemed to be a contract entered into and to be performed in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York without regard to any choice of law or conflicts of law principles. With respect to any dispute arising hereunder or any action, suit, or proceeding relating to this Agreement, Agency and/or Advertiser, as applicable, shall be subject to the exclusive jurisdiction of the Federal District Court for the Southern District of New York and the Courts of the State of New York in New York County and the Agency, on behalf of itself and Advertiser, waives any objection of venue in any of the aforesaid courts or any right to claim that any such court constitutes an inconvenient forum.

Ordering the inventory listed herein is your consent to these terms and conditions which shall supersede any other writing, understanding or document related to the subject matter hereof.

WESTWOODONE IS AN AFFIRMATIVE ACTION EMPLOYER. NONDISCRIMINATION POLICY: Westwood One does not 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 Advertiser's purchase of advertising time from Westwood One is not intended to and will not discriminate on the basis of race or ethnicity.

Notwithstanding any other agreement to the contrary, Advertiser will indemnify, defend and hold Westwood One, its parent companies, subsidiaries, corporate affiliates and the directors, officers, employees, representatives, licensees and agents of the foregoing entities, harmless from and against any and all losses, liabilities, claims, damages and other expenses, including reasonable attorney's fees, arising out of third party claims relating to the commercials provided to Westwood One by Advertiser.

