

AGREEMENT FORM FOR POLITICAL CANDIDATE ADVERTISEMENTS

(check applicable box)

**FEDERAL CANDIDATE****STATE/LOCAL CANDIDATE**

To Avail Themselves of The Lowest Unit Charge During a Political Window, Federal Candidates Must Sign The Certification On Page 3

Station and Location: WAVE- WAVERLY, NY WTTC- TOWANDA, PA	Date: 10/30/23
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I, Robert F Hugg

being/on behalf of: Zachary Gates Gates For Commissioner, a legally

qualified candidate of the Democratic political

party for the office of: Bradford County Commissioner

in the 2023 General Election

election to be held on: November 7, 2023

do hereby request station time as follows:

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
:30	6a-9a 10a-3p 4p-6p	M-Sun. 8 days 10/31-11/7/23		64	1

Total Charges: \$ 1728.00

For programming that, in whole or in part, "communicates a message relating to any political matter of national importance," list the matters below:

I represent that the payment for the above described broadcast time has been furnished by:

Gates For Commissioner

and you are authorized to announce the time as paid for by such person or entity.

I represent that this person or entity is either a legally qualified candidate or an authorized committee/organization of the legally qualified candidate.

The name of the treasurer of the candidate's authorized committee is:

Sarah Gates

This station has disclosed to me its political advertising policies, including: applicable classes and rates; and discount, promotional and other sales practices (not applicable to federal candidates).

To Be Signed By Candidate or Authorized Committee

10-30-23

Date

Rabot Heryg

Signature

To Be Signed By Station Representative

☒ Accepted

☐ Accepted in Part

☐ Rejected

Shari Eyer

Signature

Shari Eyer

Printed Name

10/30/23 Station Manager

Title



Agreement

Agreement #: CON-TW-SE-1985

Product: Radio

Type: Cash

Flight: 10-31-2023 - 11-07-2023

10-30-2023

Gates for Bradford County Commissioner

Choice 102 & 95.3 The Bridge

Dave Radigan
(585) 415-5169
193 S. Keystone Ave.
Sayre Pennsylvania
US 18840
dave@myhometowntoday.com

Gates for Commissioner

Zachary Gates
122 Elmira St
Troy PA
16947
gatesforcommissioner@gmail.com

Description	Run Dates	Run Weeks	Cost	Monthly	Spots							
Gates for Bradford County Commissioner / #1	10-31-2023 to 11-07-2023	All Weeks	Based on Rate & Volume		64							
Media Outlet: Choice 102												
Daypart	Type	Length	Rate	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Cost
Md-Day (10am-3pm)	Commercial	60sec	\$15.00	2	2	2	2	2	2	2	14	\$210.00
04:00pm - 06:00pm	Commercial	60sec	\$15.00	3	3	3	3	3	3	3	21	\$315.00
06:00am - 09:00am	Commercial	60sec	\$15.00	3	3	3	3	3	3	3	21	\$315.00

Description	Run Dates	Run Weeks	Cost	Monthly	Spots							
Gates for Bradford County Commissioner / #2	10-31-2023 to 11-07-2023	All Weeks	Based on Rate & Volume		64							
Media Outlet: 95.3 The Bridge												
Daypart	Type	Length	Rate	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Cost
Mid-Day (10am-3pm)	Commercial	60sec	\$12.00	2	2	2	2	2	2	2	14	\$168.00
04:00pm - 06:00pm	Commercial	60sec	\$12.00	3	3	3	3	3	3	3	21	\$252.00
06:00am - 09:00am	Commercial	60sec	\$12.00	3	3	3	3	3	3	3	21	\$252.00

Total Spots	128
Total	\$1,728.00

Amounts quoted are in USD

Projected Billing (USD)			
October, 2023	\$216.00	November, 2023	\$1,512.00

Projected Billing By Media Outlet (USD)			
Choice 102			\$960.00
October, 2023	\$120.00	November, 2023	\$840.00

October, 2023	\$96.00	November, 2023	\$672.00
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Authority to Proceed

Broadcast Agreement Standard Conditions

1) PAYMENT

- a) The advertiser agrees to pay, and the broadcasting station agrees to hold the advertiser solely liable for payment for the broadcasts or announcement covered by this contract unless expressly otherwise agreed in writing.
- b) The advertiser agrees to pay for the broadcasts or announcements covered by this contract at the office of the broadcasting station on receipt of invoice.
- c) Station's invoices for broadcasts or announcements covered by this contract shall be in accordance with the station's log and shall be deemed to be correct unless proved otherwise.
- d) Invoices should be rendered no less than monthly.
- e) Upon request of the advertiser, affidavits or certificates of performance will be furnished by the station to the agency at the time of the billing. Unless the request is received prior to billing the request for and the furnishing of such affidavits or certifications shall not act as a condition precedent to the payment or the time of any payment called for hereunder.

2) TERMINATION

- a) Advertiser may terminate this agreement by giving station no less than thirty (30) days prior notice. Advertiser will be held responsible for payment of all time units contracted for with the thirty (30) day notice period.
- b) If station so terminates this contract, advertiser will then either agree with station on a satisfactory substitute day or time for continuance of broadcasts or announcements covered by this contract at the card rates on which this contract is based for such substitute time, or, if no such agreement can be reached, advertiser will pay station according to the rates specified herein for all broadcasts or announcements previously rendered by station. In the event of termination hereunder, neither party shall be liable to the other party otherwise than is specified in this paragraph and in paragraph 5 hereof.

3) SUBSTITUTION OF PROGRAMS OF PUBLIC IMPORTANCE OR IN THE PUBLIC INTEREST

- a) The station shall have the right to cancel any broadcast or announcement or any portion thereof covered by this contract in order to broadcast any program which in its absolute discretion it deems to be of public importance or in the public interest. In any such case the station will notify the advertiser in advance, if reasonably possible, but in any case within a reasonable time after such broadcast, that the advertiser's broadcast or announcement has been cancelled.
- b) In the case of any broadcast or announcement cancelled under paragraph 3 (a) above, the advertiser and station will agree on a satisfactory substitute day and time for the broadcast or announcement or, if no such agreement can be reached with seven (7) days after notice of cancellation, the broadcast or announcement will be considered as cancelled without affecting the rates or rights provided under this contract, except that the advertiser shall not be required to pay for the cancelled broadcast or announcement.

4) BROADCASTS AND ANNOUNCEMENTS

- a) The contract for station time includes the service of technical staff and of the regular staff announcer. Other talent and service charges, if any, are covered in this contract and such charges are subject to change by the advertiser with the consent of the station.
- b) Broadcasts or announcements prepared by the advertiser are subject to the approval of the station as to broadcast content.
- c) If client requests prior approval of copy and such request is fulfilled, all commercials aired during the schedule will be deemed correct and client will be responsible for payment. Copy approved will be dated and initialed by Creative Services Director. If prior copy approval is not requested and through no fault of the station incorrect or outdated copy is aired, client will be held responsible for payment of 50% of the time purchased.

5) GENERAL

- a) This contract is subject to the terms of the licenses held by the station and is subject also to all Federal, State, and Municipal laws and regulations now in force, or which may be enacted in the future, including, but not limited to, the Rules and Regulations of the Federal Communications Commission made in pursuance of its quasi-legislative powers and its decisions and actions and orders when acting in its quasi-judicial capacity.
- b) 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 broadcast hereunder for the benefit of any other advertiser than the one named on the face of this contract.
- c) The advertiser agrees that the station may deduct from any five minute period or longer not more than thirty seconds for station breaks purposes.
- d) This contract shall be construed under and according to the laws of the State of the station's license and the provisions hereof constitute the entire agreement between the parties and supersedes any and all other transactions, negotiations or representations whatsoever as to the broadcasts or announcements.
- e) As agency of record for advertiser, Agency agrees to make payment to the station within thirty (30) days of the date of invoice from station for commercials ordered through the agency and aired by the station. If thirty (30) days terms are not met, any further schedule placed with the station for advertiser by Agency will be cancelled. In the event of Agency's insolvency or default of payment, and without releasing Agency from liability, advertiser will be liable to station and not to agency on all unpaid invoices but only to the extent that advertiser has not previously made payment of said invoice(s) to agency.
- f) In the event of Agency's insolvency or default of payment to the extent that advertiser has made payment to the Agency, the Agency is liable to station for all said payments. In the event station turns over to an attorney an account(s) for collection Agency agrees to pay reasonable attorneys fees and all court costs.

Radigan Broadcasting Group, LLC
60 North Avenue, Owego, NY 13827
Phone: 607-687-9933 | Fax: 607-687-9033
sales@myhometowntoday.com

Name: Robert Hugg

Title: Campaign Mgr.

Signature: Robert Hugg

Date: 10-30-23

Name: David M. Radigan

Title: Manager

Signature: D. Radigan

Date: 10/30/2023