



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



Political Broadcast Agreement Form for Candidate 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.

Produced and published by NAB's Legal department. Copyright 2020 National Association of Broadcasters.

Reproduction or publication of the contents, in whole or in part, without express permission is prohibited. No liability is assumed with respect to the use of the information contained herein.

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 [education.nab.org](https://www.nab.org/education).

NAB members have access to an array of member tools and benefits. To access additional member tools, please visit [nab.org/MemberTools](https://www.nab.org/MemberTools).

CANDIDATE ADVERTISEMENT AGREEMENT FORM

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

I, John Plecnik, hereby request station time as follows:

IDENTIFY CANDIDATE TYPE

FEDERAL CANDIDATE

STATE OR LOCAL CANDIDATE

ALL QUESTIONS/BLOCKS MUST BE COMPLETED

Candidate name:

John Plecnik

Authorized committee:

Neighbors for Plecnik

Agency requesting time (and contact information):

N/A

Candidate's political party:

Republican

Office sought (no acronyms or abbreviations):

Commissioner

Date of election:

already elected these are holiday greetings

General

Primary

Treasurer of candidate's authorized committee:

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:

John Plecnik

Digitally signed by John Plecnik
Date: 2021.11.18 16:11:44 -05'00'

Signature:

Dan Kensinger

Digitally signed by Dan Kensinger
Date: 2021.11.18 15:57:58 -05'00'

Name: John Plecnik

Name: Dan Kensinger

Date of Request to Purchase Ad Time: 10/27/21

Date of Station Agreement to Sell Time: 11/17/21

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:

Date:

TO BE COMPLETED BY STATION ONLY

Ad submitted to Station? Yes No Date ad received: _____

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 #:	Station Call Letters:	Date Received/Requested:
Est. #:	Station Location:	Run Start and End Dates:

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.

Order Confirmation

Page 1 of 4
 Printed: 11/17/2021, 03:32:55 PM CST

Neighbors for Plecnik
 2890 Bishop Rd
 Willoughby Hills, Ohio 44092



Advertiser:	Neighbors for Plecnik	Last Update:	11/17/2021, 09:28:22 PM by System
Advertiser No:	1707	AE:	Kensinger, Dan
Start Date:	11/27/2021	Co-op:	No
End Date:	12/31/2021	Order No:	9000168597
Month Type:	Broadcast-Monthly	Revision #:	1
Entered:	11/17/2021, 08:09:41 PM by Brian		
Note:	Neighbors-Holiday Greeting 2021-		
Note 2:	WMJI/WAKS/WHLK/WTAM		

Order Details

#	Market Station	Bind To	Start Date	End Date	No Of W.	On Air W.	Sch Days	Skip W.	M	T	W	Th	F	Sa	Su	Spots/Week	Spot Len.	Revenue Type	Rate	Ord. Spots	Ord. Cost	Make Good
1	Cleveland WMJI-FM	19:00-22:00 Commercial	11/27/2021	12/26/2021	5	5	1 0	- - - - - X -								3	15	Local Direct-Political	\$15.00	15	\$225.00	
Run weeks of: 11/22, 11/29, 12/6, 12/13, 12/20																						
2	Cleveland WMJI-FM	19:00-22:00 Commercial	11/27/2021	12/26/2021	5	5	0 0	- - - - - - 6								6	15	Local Direct-Political	\$10.00	30	\$300.00	
Run weeks of: 11/22, 11/29, 12/6, 12/13, 12/20																						
3	Cleveland WMJI-FM	19:00-22:00 Commercial	12/06/2021	12/26/2021	3	3	5 0	X X X X X - -								5	15	Local Direct-Political	\$28.00	15	\$420.00	
Run weeks of: 12/6, 12/13, 12/20																						
4	Cleveland WMJI-FM	06:00-10:00 Commercial	12/20/2021	12/26/2021	1	1	1 0	- - - - - X -								3	15	Local Direct-Political	\$22.00	3	\$66.00	
Run weeks of: 12/20																						
5	Cleveland WMJI-FM	10:00-15:00 Commercial	12/20/2021	12/26/2021	1	1	1 0	- - - - - X -								3	15	Local Direct-Political	\$38.00	3	\$114.00	
Run weeks of: 12/20																						
6	Cleveland WMJI-FM	15:00-19:00 Commercial	12/20/2021	12/26/2021	1	1	1 0	- - - - - X -								3	15	Local Direct-Political	\$30.00	3	\$90.00	
Run weeks of: 12/20																						
7	Cleveland WAKS-FM	19:00-22:00 Commercial	11/27/2021	12/26/2021	5	5	1 0	- - - - - X -								3	15	Local Direct-Political	\$16.00	15	\$240.00	
Run weeks of: 11/22, 11/29, 12/6, 12/13, 12/20																						
8	Cleveland WAKS-FM	19:00-22:00 Commercial	11/27/2021	12/26/2021	5	5	0 0	- - - - - - 6								6	15	Local Direct-Political	\$10.00	30	\$300.00	
Run weeks of: 11/22, 11/29, 12/6, 12/13, 12/20																						
9	Cleveland WAKS-FM	19:00-22:00 Commercial	11/29/2021	12/26/2021	4	4	5 0	X X X X X - -								30	15	Local Direct-Political	\$14.00	120	\$1,680.00	
Run weeks of: 11/29, 12/6, 12/13, 12/20																						
10	Cleveland WAKS-FM	19:00-22:00 Commercial	12/27/2021	12/31/2021	1	1	5 0	X X X X X - -								30	15	Local Direct-Political	\$14.00	30	\$420.00	
Run weeks of: 12/27																						
11	Cleveland WHLK-FM	19:00-22:00 Commercial	11/27/2021	12/26/2021	5	5	1 0	- - - - - X -								3	15	Local Direct-Political	\$14.00	15	\$210.00	
Run weeks of: 11/22, 11/29, 12/6, 12/13, 12/20																						
12	Cleveland WHLK-FM	19:00-22:00 Commercial	11/27/2021	12/26/2021	5	5	0 0	- - - - - - 6								6	15	Local Direct-Political	\$10.00	30	\$300.00	
Run weeks of: 11/22, 11/29, 12/6, 12/13, 12/20																						
13	Cleveland WHLK-FM	19:00-22:00 Commercial	11/29/2021	12/26/2021	4	4	5 0	X X X X X - -								5	15	Local Direct-Political	\$18.00	20	\$360.00	
Run weeks of: 11/29, 12/6, 12/13, 12/20																						
14	Cleveland WHLK-FM	19:00-22:00 Commercial	12/27/2021	12/31/2021	1	1	5 0	X X X X X - -								5	15	Local Direct-Political	\$18.00	5	\$90.00	
Run weeks of: 12/27																						
15	Cleveland WTAM-AM	06:00-10:00 Commercial	12/06/2021	12/19/2021	2	2	5 0	X X X X X - -								10	15	Local Direct-Political	\$78.00	20	\$1,560.00	
Run weeks of: 12/6, 12/13																						
16	Cleveland WTAM-AM	10:00-15:00 Commercial	12/06/2021	12/19/2021	2	2	5 0	X X X X X - -								8	15	Local Direct-Political	\$65.00	16	\$1,040.00	
Run weeks of: 12/6, 12/13																						
17	Cleveland WTAM-AM	15:00-19:00 Commercial	12/06/2021	12/19/2021	2	2	5 0	X X X X X - -								7	15	Local Direct-Political	\$74.00	14	\$1,036.00	
Run weeks of: 12/6, 12/13																						
18	Cleveland WTAM-AM	19:00-22:00 Commercial	12/06/2021	12/19/2021	2	2	5 0	X X X X X - -								10	15	Local Direct-Political	\$14.00	20	\$280.00	
Run weeks of: 12/6, 12/13																						

Order Confirmation

Page 2 of 4
 Printed: 11/17/2021, 03:32:55 PM CST
 Order No: 9000168597

Neighbors for Plecnik
 2890 Bishop Rd
 Willoughby Hills, Ohio 44092



Number of Spots:	404	Ordered Net:	\$8,731.00
Number of Miscellaneous Lines:	0	Total Net Due:	\$8,731.00
Number of Digital Impressions:	0		

	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
Total Spots:	27	342	35	0	0	0	0	0	0	0	0	0	0
Gross:	\$315.00	\$7,906.00	\$510.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net:	\$315.00	\$7,906.00	\$510.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Scheduled Spots: 389
 Scheduled Costs: \$8,537.00

Amount Sch.	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
Total Spots:	25	331	33	0	0	0	0	0	0	0	0	0	0
Gross:	\$295.00	\$7,760.00	\$482.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net:	\$295.00	\$7,760.00	\$482.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Order Confirmation

Neighbors for Plecnik
2890 Bishop Rd
Willoughby Hills, Ohio 44092



Page 3 of 4
Printed: 11/17/2021, 03:32:55 PM CST
Order No: 9000168597

ORDER TERMS AND CONDITIONS

The Term "Advertiser" shall include advertiser and any agency or buying service named in the Order Confirmation, and all persons and entities included within Advertiser agree to the purchase of this advertising schedule and that they are jointly and severally liable for all obligations of Advertiser under this contract regardless of who is billed, except any agency is liable for invoice payments only to the extent the agency has been paid by the advertiser. The term "Station" means the specific station set out in the Order Confirmation, or, if not identified there, iHeartMedia + Entertainment, Inc. ("iHeartMedia").

1. PAYMENT

1.1. Advertiser agrees to pay in advance for the distribution of advertising covered by this contract (collectively "transmissions") unless otherwise expressly agreed in writing.

1.2. If Station has extended credit, Station shall render invoices monthly. Payment by Advertiser is due within 30 days unless invoice is sent to agency or buying service, then net payment is due within 45 days. Past due accounts shall be charged interest at the rate of 1% per month (12% annual percentage rate) or, if less, the highest rate allowed by applicable law, from the date of the invoice. If Advertiser notices any error on an invoice, Advertiser must contact Station in writing within 7 days of the invoice date, stating the invoice number, amount and description of alleged error, and including any supporting documentation as may be required by Station. All invoice charges will be considered valid if no written dispute from the Advertiser is received by Station within the 7 day period.

1.3. On Advertiser's request, Station shall furnish certifications of performance to Advertiser at the time of billing, but unless requested prior to billing the furnishing of such certifications shall not be a condition of payment or time of payment.

1.4. If Advertiser is past due in payment of any amount, Station may change the terms of payment for further transmissions by giving Advertiser written notice. If Station refers this contract for collection, Advertiser shall pay reasonable attorney's or collector's fees and any court costs incurred by Station.

2. TERMINATION AND BREACH

2.1. This contract may be terminated by either party giving the other party prior written notice according to the inventory type identified in the Order Confirmation as follows: (a) with respect to purchases of Broadcast inventory, fourteen (14) days prior written notice; (b) with respect to purchases of Digital inventory, thirty (30) days prior written notice; (c) with respect to purchases of Influencer or Endorsement inventory, six (6) months prior written notice; (d) with respect to purchases of Naming Rights inventory, twelve (12) months prior written notice. Sports Sponsorship inventory may not be terminated by either party except as set forth in Sections 2.2 and 2.3 below. If Advertiser so terminates this contract, Advertiser will pay Station at Station's rate card rate (without discount for the number of remaining transmissions) for transmissions made through the date of termination. If Station so terminates this contract, Advertiser shall pay Station for transmissions made through the date of termination and shall have the benefit of any discounts it would have received had this contract not been so terminated.

2.2. Station may terminate this contract at any time upon failure by Advertiser to timely make any payment, or upon other material breach by Advertiser of this contract. On such termination (i) Advertiser will pay Station at Station's rate card rate (without discount for the number of transmissions) for all transmissions made through the date of termination and (ii) all payments due by Advertiser shall become immediately due and payable.

2.3. Advertiser may cancel this contract at any time upon material breach by Station of this contract and shall be liable only for transmissions made in accordance with this contract through the date of termination with the benefit of any discounts it would have received had this contract not been so terminated.

2.4. If Station has contracted to purchase other program material ("Third Party Material") during the term of this contract in reliance on the agreement of Advertiser and prior to the end of the term of this contract Station terminates pursuant to Section 2.2 or Advertiser pursuant to Section 2.1, Advertiser agrees to pay Station all costs and expenses incident to the acquisition of Third Party Material. After such payment, Station shall credit Advertiser for any net amounts obtained if Station is able to resell such Third Party Material, but Station shall not be obligated to make or solicit any sale.

2.5. To the extent provided by law, neither party shall be liable to the other party (including liability for incidental, indirect or consequential damages or lost profits, whether or not advised of the possibility of such damages and punitive damages) other than as specified in this contract.

3. REPRESENTATIONS & WARRANTIES / INDEMNIFICATION, INSURANCE AND HOLD HARMLESS

3.1. Advertiser represents, warrants and agrees that: (i) Station's use of the Advertiser Materials (defined below) as authorized by Advertiser, including, but not limited to broadcast of the Advertiser Materials over the facilities of the Station shall not violate or infringe upon the rights of others; provided, however, that the foregoing representations and warranties shall not apply to any material furnished or added to the Advertiser Materials after delivery to Station by Station, and (ii) Advertiser (and the Advertiser Materials) shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, those of the Federal Communications Commission ("FCC") (e.g., sponsorship identification, indecency, EAS compliance and all other FCC regulations) and the Federal Trade Commission ("FTC") (e.g., endorsements, sponsorship disclosure, truth-in-advertising compliance and all other FTC regulations). Advertiser agrees that it is aware of the danger of the virus named "SARS-CoV-2" and the disease it causes named "coronavirus disease 2019, its variants or other communicable diseases, and represents, warrants and agrees that is responsible for compliance with all applicable federal, state and local laws and regulations in connection therewith and guidance of the United States Center for Disease Control with respect to Advertiser's own operations.

3.2. Advertiser shall defend, hold harmless and indemnify Station, its parents and affiliates, and their respective officers, directors, employees and agents from any and all claims, actions, causes of action, liabilities, demands, damages or costs (including reasonable attorney fees) of whatsoever name or nature, including but not limited to (i) defamation; (ii) unlawful competition or trade practice, infringement of intellectual property or other property or personal rights (including but not limited to public performance rights with respect to music, spoken word or any other copyrightable material embodied in Advertiser Materials); (iii) any breach or violation of any sort of Section 5.6 or the representations and warranties described in Section 3.1; or (iv) claims arising from the products, services, operations, data, representations or warranties relating to, directly or indirectly, any material furnished by or on behalf of Advertiser in connection with this contract ("Advertiser Material"), or Advertiser's business, services, operations or prizes (if any) including health safety and compliance with all applicable federal, state and local laws and regulations in connection therewith. Station shall defend, hold harmless and indemnify Advertiser and its officers, directors, employees and agents from damages relating to, directly or indirectly, programming transmitted by Station other than Advertiser Material.

3.3. Advertiser will maintain sufficient general liability insurance coverage for its business and operations to include contractual liability, advertising liability and liquor liability (if applicable to its operations). Such policies shall be primary and non-contributory for Advertiser's own operations. Advertiser shall also maintain statutory workers compensation coverage when required under state laws, which shall provide a waiver of subrogation to Station to the extent allowable under its policies.

4. INABILITY TO TRANSMIT AND SUBSTITUTION PROGRAMS

4.1. If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God; labor disputes, or for other cause, including mechanical breakdown beyond Station's control, Station shall be unable to transmit or otherwise distribute any program, announcement or other advertising inventory to be transmitted under this contract, that transmission shall be canceled, and Station shall not be liable to Advertiser except as provided in Section 4.3 below.

4.2. Station shall have the right to cancel any transmission or portion thereof to be made under this contract in order to transmit any program which it deems to be of public significance. Station will notify Advertiser in advance if reasonably possible or otherwise Station will notify Advertiser within a reasonable time after such scheduled transmission.

4.3. Station shall transmit such canceled transmission, subject to availability, in a comparable time period. If Station is unable to so transmit the canceled transmission, Advertiser shall not have to pay for the canceled transmission and the cancellation shall not affect any discounts under this contract.

5. PROGRAM PRODUCTION; COMMERCIAL MATERIAL; DIGITAL INVENTORY; ENDORSEMENT/INFLUENCER INVENTORY; DATA

5.1. Unless otherwise noted in this contract, all material to be transmitted under this contract shall be furnished by Advertiser, and all expenses of delivery to Station and return to Advertiser, if so directed, shall be paid by Advertiser. If Station has not received Advertiser Material by 72 hours in advance of scheduled transmission, Station shall reasonably attempt to so notify Advertiser.

Order Confirmation

Neighbors for Plecnik
2890 Bishop Rd
Willoughby Hills, Ohio 44092



Page 4 of 4
Printed: 11/17/2021, 03:32:55 PM CST
Order No: 9000168597

5.2. If Station has not received Advertiser Material by 48 hours in advance of scheduled transmission, Station may in its sole discretion reschedule the transmission of such material or cancel such transmission, and in either case, Advertiser shall pay for the transmission as if transmitted as originally scheduled.

5.3. Advertiser Material 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. If the material is unsatisfactory, Station shall notify Advertiser, and Advertiser shall furnish satisfactory material 48 hours in advance of transmission or Section 5.2 shall apply. All program material must conform to the program and operating policies of Station and Station shall have the continuing right to edit in the public interest provided, however, that Station approval of such material shall not affect Advertiser's indemnity obligation under this contract.

5.4. Station will retain all property rights in any program material prepared or created by Station or by any of its employees for use in connection with material transmitted under this contract.

5.5. Advertiser agrees that all purchases of Digital Inventory shall be made pursuant to the IAB's Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, version 3.0 (the "IAB Terms"). In the event of a conflict between this contract and the IAB Terms, this contract shall control.

5.6. Advertiser agrees that (i) all purchase of Influencer or Endorsement inventory will be subject to influencer or endorser talent approval and in compliance with all applicable federal, state and local laws and regulations, including, but not limited to, those of the Federal Trade Commission (e.g., sponsorship disclosure, truth-in-advertising compliance and all other FTC regulations) and (ii) Station may exercise a continuing right to replace influencer or endorser talent.

5.7. If Station provides Advertiser with any data pertaining to the transmission of Advertiser Material ("Station Data"), Station grants Advertiser a limited, revocable, non-exclusive, nonsublicenseable, license to use Station Data solely for internal purposes as necessary to validate Station's transmission of Advertiser Material. The foregoing license expires, and Advertiser must destroy, Station Data thirty (30) days after the date of the applicable transmissions. Advertiser may not, without Station's prior written consent, (i) disclose Station Data to any third party, (ii) combine Station Data with any other data, or (iii) use Station Data for any other purpose, including, without limitation, to create an attribution model.

6. **NON-DISCRIMINATION.** In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Station will not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated and completed without regard to race or ethnicity.

7. GENERAL

7.1. This contract is for the transmission by broadcast on radio, transmission on other media when Internet is indicated, or both, of programs, announcements and/or displays of the Advertiser for the purpose of advertising the named products or services and is subject to all applicable federal, state and municipal regulations, including the rules of the Federal Communications Commission and the Federal Trade Commission. Station will perform the transmission covered by this contract on the days and approximate hourly times (current at Station) provided in this contract. Station may make reproductions of program material furnished by Advertiser to effect the transmissions.

7.2. If an agency or buying service is included in Advertiser, it is understood that party is the agent of advertiser and not of Station.

7.3. Station shall assume no liability for loss or damages to program material and other property furnished by Advertiser in connection with transmissions under this contract.

7.4. Advertiser may not assign or transfer this contract without first obtaining the written consent of Station; nor is Station required to transmit any material under this contract for the benefit of any person or entity other than Advertiser named on the face of this contract.

7.5. The failure of Station or Advertiser to enforce any of the provisions of this contract shall not be construed as a waiver of that or any other provision.

7.6. This contract and any applicable written credit agreement, agency commission arrangement and/or merchandising arrangement contains the entire agreement between the parties relating to the subject matter in it, and no modification of its terms shall be effective unless in writing signed by both parties.

7.7. TO THE EXTENT PERMITTED BY LAW, STATION MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS AGREEMENT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.