



# Broadcast Contract

COMMITTEE TO RE-ELECT TIM MAHONEY  
 PO Box 1592  
 Uniontown, PA 15401

Start Date 10/08/18	Contract# 2065759	Mod# 0
End Date 11/05/18	Date Entered 09/20/18	Date Last Modified 09/20/18
Advertiser COMM TO RE-ELECT TIM		Station Market WOGG-FM
Product General Election, 2018		SalesRep/Office Bruce Baker

Calendar Billing Cycle Estimate#

LN	DATE	TIMES/PROGRAMS	LEN	MO	TU	WE	TH	FR	SA	SU	SPOTS /WK	RATE
1	MO 10/08/18 MO 11/05/18	06:00A-10:00A	60	1	1	1	1	1	1	1	7	\$25.00
2	MO 10/08/18 MO 11/05/18	10:00A-03:00P	60	1	1	1	1	1	1	1	7	\$20.00
3	MO 10/08/18 MO 11/05/18	03:00P-07:00P	60	1	1	1	1	1	1	1	7	\$20.00
4	MO 10/08/18 MO 11/05/18	07:00P-12:00A	60	1	1	1	1	1	1	1	7	\$30.00

-----Additional Comments-----	Total Spots	Spots Total\$	Agency Commission	Net	Gross
	116	2,755.00	\$413.25	\$ 2,341.75	\$ 2,755.00

Billing Projections, By Month

	Oct 18	Nov 18
CA	2,280.00	475.00
ST	1,995.00	760.00

FOREVER MEDIA, INC., FOREVER MEDIA OF OHIO, LLC THEIR AFFILIATES AND THEIR RADIO STATIONS DO NOT AND SHALL NOT DISCRIMINATE, IN ANY WAY, ON THE BASIS OF RACE OR GENDER, RESPECTING THEIR EMPLOYMENT OR ADVERTISING PRACTICES.

Accepted for Station

Accepted for advertiser OR agency(and MBS, if any) as agent for the advertiser

\_\_\_\_\_  
 Name Title  
 See reverse for accepted terms and conditions, if any

\_\_\_\_\_  
 Name Title  
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**FOREVER MEDIA GROUP - ORDER FORM**

DATE: 9/18/18

STATION: WUG 6-PM

NEW ORDER  CASH

CLIENT: Committee To Reelect Tim Mahoney

REVISION  TRADE

BILLING INFORMATION (LIST ADDRESS IF NEW CLIENT):  
P.O. Box 1592  
Uniontown Pa 15401

ADDITION  POLITICAL

AGENCY:  YES  NO USE "X" TO INDICATE

SEND CONFIRMATION  NEW BUSINESS

BUYER: Tim Mahoney

SALESPERSON: Bruce Barber

PHONE NUMBER: 724-984-6651

REVENUE TYPE: Local Political

EMAIL: timothy.mahoney@outlook.com

COMPETITIVE CATEGORY: \_\_\_\_\_

SALE PACKAGE NAME: \_\_\_\_\_

CO-OP  NOTARIZED INVOICE  
(PLEASE ATTACH SCRIPT IF CO-OP)

START DATE MM/DD/YY	END DATE MM/DD/YY	START TIME	END TIME	LENGTH	M	T	W	T	F	SA	SU	WEEK TOTAL	NUMBER OF WEEKS	RATE	TOTAL REVENUE
10/8	11/4	6A	10A	60	1	1	1	1	1	1	1	7	4	25	\$70.00
10/8	11/4	10A	3P		1	1	1	1	1	1	1	7	4	20	\$560
10/8	11/4	3P	7P		1	1	1	1	1	1	1	7	4	20	\$560
10/8	11/4	7P	Mid		1	1	1	1	1	1	1	7	4	30	\$840
11/5	11/5	6A	10A		1							1	1	25	\$25
11/5	11/5	10A	3P		1							1	1	20	\$20
11/5	11/5	3P	7P		1							1	1	20	\$20
11/5	11/5	7P	Mid		1							1	1	30	\$30
												-			\$ -
												-			\$ -
												-			\$ -
												-			\$ -
												-			\$ -

TOTAL COMMERCIALS: 116 - TOTAL GROSS: 2755- TOTAL: 2341.75

ADDITIONAL INFORMATION: \_\_\_\_\_

Both parties agree that the terms listed on the back of this agreement are fully incorporated into this agreement.  
 Forever Media Inc., Forever Media of Ohio, LLC, Forever Media of MD, LLC, their affiliates and their Radio Stations' collectively, ("Forever Media Group") do not and shall not discriminate, in any way on the basis of race or gender, respecting their employment or advertising practices.

Agreement between (Legal Company Name) **FOREVER MEDIA GROUP** and (client) Committee To Reelect Tim Mahoney to broadcast commercial messages as outlined on reverse or attached.

Advertiser/Agency Approval: [Signature]  
 GM/GSM Approval: [Signature]  
 Salesperson Reviewed: [Signature]

Title: audit doc Date: 9/18/18  
 Date: 9/20/18  
 Date: 9/18/18

# **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 broadcasts or announcements covered by this contract, at the office of the broadcasting station, on or before 30 days following receipt of invoice. Payments not received within 30 days of invoice will incur a finance charge of 1.5% per month from date of invoice. If advertiser does not pay within sixty (60) days all scheduled advertising will terminate.
- (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 accurate unless proved otherwise.
- (d.) Unless specifically requested in writing by advertiser, invoices will be rendered not less than monthly and electronic invoicing will be utilized.
- (e.) Upon written request of the advertiser, affidavits or certificates of performance will be furnished by the station to the agency at the time of billing. Unless the request is received prior to billing, the request for and the furnishing of such affidavits or certificates shall not act as a condition precedent to the payment or the time of any payment called for hereunder.
- (f.) If it becomes necessary to place this account with an attorney for collection for funds due hereunder then the advertiser agrees to pay the reasonable fees for such attorney and/or costs of collection incurred by Forever Media Group in such action.

## **2. TERMINATION**

- (a.) Advertiser may terminate the agreement by giving the station no less than fourteen (14) business days prior written notice on regular orders and thirty (30) business days prior written notice to cancel annual orders. Advertiser will be held responsible for payment of all time units contracted for within the respective fourteen (14) business days or thirty (30) business days 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 specified in this paragraph and in paragraph five hereof.

## **3. SUBSTITUTION OF PROGRAMS OF PUBLIC IMPORTANCE OR IN THE PUBLIC INTEREST**

- (a.) The station shall have the right to pre-empt, move or cancel any broadcast or announcement or any portion thereof covered by this contract in order to broadcast any program which in station's absolute discretion deems to be of public importance or of public interest.
- (b.) In the case of any broadcast or announcement cancelled under Paragraph 3(a) above, the advertiser and the station will agree on satisfactory substitute day and time for the broadcast or announcement or, if no such agreement can be reached within 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 the technical staff and of a regular staff announcer. Other talent and service charges, if any, are in addition to the charges stated.
- (b.) Broadcasts or announcements prepared by the advertiser are subject to the prior approval of the station at its sole and complete discretion as to broadcast content.
- (c.) If client requests prior approval of copy and such approval 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 station incorrect or outdated copy is aired, client will be held responsible for payment of the full obligation.

## **5. GENERAL**

- (a.) This contract is at all times subject to the terms of the licenses held by the station and is subject 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, many 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 the contract.
- (c.) This contract shall be construed under and according to the laws of the State of station's city of license and the provisions hereof constitute the entire agreement between the parties and supersede any and all other transactions, negotiations, or representatives whatever as to the broadcasts or announcements.
- (d.) As agency of record for advertiser(if applicable), Agency agrees to make payment to station within ninety days of invoice from station for commercials ordered through agency and aired by station. If ninety (90) day terms are not met, any current on-air schedule and/or future schedule for that advertiser placed with the station for advertiser by agency will be canceled. In the event of agency's insolvency or default of payment, and without releasing agency from any liability, advertiser will be liable to station and not to agency on all unpaid invoices.

In the event of agency's insolvency or default of payment, or in the event station turns over to an attorney an account(s) for collection, agency agrees to pay any reasonable attorney's fees and costs of suit incurred by station.

Advertiser/Agency Initial: 

## 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**

<b>Station and Location:</b> <u>WOGG-FM Brownsville Pa</u>	<b>Date:</b> <u>9/18/18</u>
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I, Tim Mahoney

being on behalf of: \_\_\_\_\_

a legally qualified candidate of the Democratic

political party for the office of: State Representative

in the General

election to be held on: 11/0/18

do hereby request station time as follows:

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
60	6A-10A	Mon-Sun	Immediately Pre-emptible	28	4
60	10A-3P				
60	3P-7P				
60	7PM-11P	MON	With Make Good	4	1

**Attach proposed schedule with charges (if available):** 2755 Gross 2341.75 Net

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

Committee To Re-Elect Tim Mahoney

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:

Karen Hostetler

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).

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

**To Be Signed By Candidate or Authorized Committee**

Sept 18/18 [Signature]  
Date Signature

**To Be Signed By Station Representative**

Accepted  Accepted in Part  Rejected  
[Signature] Birce Baker Advertising Exec  
Signature Printed Name Title

# BCRA POLITICAL RECORD



This Political Record is required by the Bipartisan Campaign Reform Act of 2002 (BCRA) to be completed every time a request is made to purchase broadcast time that (1) is made by or on behalf of a legally qualified candidate for public office, or (2) communicates a message relating to any political matter of national importance, including a legally qualified candidate, any election to federal office, or a national legislative issue of public importance. The Political Record is not required for requests to purchase internet advertising. Once completed, the Political Record must be placed in the station's local public inspection file and must be retained for two years.

This Record is for  a candidate request  
 an election message request \*  
 an issue request \*

The request was  accepted #  
 rejected

Station: WOGG-FM

Date: 9/11/18

Candidate Named in Message: Tim Mahoney

Office Being Sought: State Representative

Election or Issue Referred to: General 2018

Sponsor (or authorized candidate committee): Committee to Re-elect Tim Mahoney

Treasurer of authorized candidate committee: Karin Hostetler

Person Ordering Advertising: Tim Mahoney

Phone Number/Email of Requester: 724-984-6651

Address of Requester: P.O. Box 1592

Uniontown Pa 15401

\* An "election message request" is a request made by anyone to broadcast a message that refers either to a legally qualified candidate or to any election to federal office.

\* An "issue request" is a message related to a national legislative issue of public importance or a political matter of national importance.

# If the request is accepted, attach the sales order showing the rate charged, the date(s) and time(s) the message is aired, and the class of time purchased. For an issue request, also attach the name, address, and phone number of a contact person, and a list of the chief executive officers or members of the executive committee or of the board of directors of the sponsor.