

# Order #1093986: Katz Media../American P../Tailpipe A../7276

Date	Action	Comment	Total \$	By
03/21/24 1:24:38 PM	User Comment	No changes to order - uploading substantiation letter and email for public file	\$18,250.00	Erina E Albertson (erina.albertson@cumulus.c
03/15/24 10:23:38 AM	Processed	<async process>	\$18,250.00	Rose Hertrich (rosemary.hertrich@cumulus.co
03/15/24 10:23:18 AM	Approved		\$18,250.00	Marty Reuter (MARTY.REUTER@cumulus.cor
03/15/24 10:23:16 AM	Approval Workflow	[Centralized AR - Business Office Approval Needed Default]	\$18,250.00	Marty Reuter (MARTY.REUTER@cumulus.cor
03/15/24 10:14:11 AM	Approval Workflow	[Sales Manager - Ready Default]	\$18,250.00	Stacey Proctor (stacey.proctor@cumulus.com)
03/15/24 10:02:45 AM	Ready for approval	ready - payment is in order attachments	\$18,250.00	Erina E Albertson (erina.albertson@cumulus.c
03/15/24 9:54:41 AM	New order created	Imported EC Order	\$18,250.00	Erina E Albertson (erina.albertson@cumulus.c

[Sorted by: Date]

# Order #1093986: Katz Media../American P../Tailpipe A../7276

Date	Action	Comment	# Spots	Total \$	By
/15/24 10:23:38 AM	Processed	<async process>	30	\$18,250.00	Rose Hertrich (rosemary.hertrich@cumulus
/15/24 10:23:18 AM	Approved		30	\$18,250.00	Marty Reuter (MARTY.REUTER@cumulus.
/15/24 10:23:16 AM	Approval Workflo	[Centralized AR - Business Office Approval Needed Default]	30	\$18,250.00	Marty Reuter (MARTY.REUTER@cumulus.
/15/24 10:14:11 AM	Approval Workflo	[Sales Manager - Ready Default]	30	\$18,250.00	Stacey Proctor (stacey.proctor@cumulus.c
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3/15/24 9:54:41 AM	New order create	Imported EC Order	30	\$18,250.00	Erina E Albertson (erina.albertson@cumu

[Sorted by: Date]

# CONTRACT



**WJR-AM**  
**3011 W. Grand Blvd Suite 800**  
**Detroit, MI 48202**  
**(313) 875-4440**

wjr.com

And:

**Katz Media Group**  
**125 West 55th Street**  
**3rd Floor**  
**New York, NY 10019**

<u>Contract / Revision</u> 1093986 /		<u>Alt Order #</u> 37176142
<u>Advertiser</u> American Petroleum Institute		<u>Original Date / Revision</u> 03/15/24 / 03/15/24
<u>Contract Dates</u> 03/18/24 - 03/29/24	<u>Estimate #</u> 7276	
<u>Product</u> Tailpipe AZ DC MI MT NV OH PA WI		
<u>Billing Cycle</u> EOM/EOC	<u>Billing Calendar</u> Broadcast	<u>Cash/Trade</u> Cash
<u>Property</u> WJR-AM	<u>Account Executive</u> Katz Philadelphia	<u>Sales Office</u> Katz-7.5%
<u>Special Handling</u>		
<u>Demographic</u> Households		
<u>Agy Code</u> R113287	<u>Advertiser Code</u>	<u>Product 1/2</u>
<u>Agency Ref</u>	<u>Advertiser Ref</u>	

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
N 1	WJRA	03/18/24	03/29/24	M-F	6:00 AM-10:00 AM		:30			NM	10	\$6,750.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	03/18/24	03/24/24	11111--				5	\$675.00			
	Week:	03/25/24	03/31/24	11111--				5	\$675.00			
N 2	WJRA	03/18/24	03/29/24	M-F	10:00 AM-3:00 PM		:30			NM	10	\$6,000.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	03/18/24	03/24/24	11111--				5	\$600.00			
	Week:	03/25/24	03/31/24	11111--				5	\$600.00			
N 3	WJRA	03/18/24	03/29/24	M-F	3:00 PM-7:00 PM		:30			NM	10	\$5,500.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	03/18/24	03/24/24	11111--				5	\$550.00			
	Week:	03/25/24	03/31/24	11111--				5	\$550.00			
<b>Totals</b>											30	\$18,250.00

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
02/26/24 -03/29/24	30	\$18,250.00	(\$2,737.50)	\$15,512.50
<b>Totals</b>	30	\$18,250.00	(\$2,737.50)	\$15,512.50

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

(\* Line Transactions: N = New, E = Edited, D = Deleted)  
 Effective May 15, 2023, except where prohibited by law, we will impose a 2.0% administrative fee on all credit card payments.

## **STANDARD TERMS AND CONDITIONS**

### **1. PARTIES**

For purposes of this agreement:

- (a) "Station" or "Cumulus" shall refer to radio stations owned and operated by Cumulus Media Inc. or its subsidiaries, the licensee(s), which will broadcast the announcements or programs as provided for hereunder.
- (b) "Advertiser" shall mean the person, firm, or corporation whose goods, services, or the like are the subject(s) of the radio time contracted for herein.
- (c) "Agency" shall mean the advertising agency, if any, that authorized the purchase of radio time from the Station.
- (d) "Advertiser/Agency" shall mean "Advertiser" if an agency is not involved with this agreement, and shall mean "Advertiser and/or Agency" if an agency is involved with this agreement.

### **2. AGENCY AS AGENT FOR ADVERTISER**

Agency acknowledges and represents that it is acting as an agent for and on behalf of Advertiser. Agency further acknowledges and represents that it has actual authority to enter into this agreement for and on behalf of Advertiser. If an agency is involved with this agreement, Agency and Advertiser shall be jointly and severally liable for all payments to be made to Station under this agreement.

### **3. PAYMENT AND BILLING**

- (a) Station will invoice Advertiser/Agency not less than monthly.
- (b) Station's invoices for broadcasts, announcements, or other services provided under this agreement shall be deemed correct unless proven otherwise, and shall be, in the case of broadcasts or announcements, based on Station's log.
- (c) Upon Advertiser's/Agency's request, Station shall furnish an affidavit or certification of performance at the time of billing. Unless the request is received prior to billing, the request for an affidavit or certification of performance shall not act as a condition precedent to any payment or the time of any payment called for under this agreement.
- (d) Payment by Advertiser/Agency is due on receipt of invoice and is considered past due at 30 days. Payments not made within 30 days shall bear interest at the rate of 1½ percent per month or the maximum amount permitted by law, if less than 1½ percent per month. If Advertiser/Agency fails to make payments as provided for herein, or if Advertiser/Agency fails to comply with any other provision of this agreement, notwithstanding any other contract provision, Station shall have the right, in addition to any other rights it may have, without notice, to cancel or suspend any broadcasting or to cancel this agreement. Station reserves the right to revoke any agency commission, in whole or in part, in the event that payments are not made as provided for herein.
- (e) Effective May 15, 2023, except where prohibited by law, we will impose a 2% administrative fee on all credit card payments, or such higher fee as generally applied pursuant to company policy..

### **4. TERMINATION**

Either party may terminate this agreement by giving the other party 14 days prior written notice. If Advertiser/Agency so terminates this agreement, it shall pay Station at the rate on which this agreement is based up to the effective date of termination. If Station so terminates this agreement, Advertiser/Agency will either agree with Station on a satisfactory substitute day or time for continuance of the broadcast or announcements covered by this agreement at the rates on which this agreement is based for such substitute time, or if no such agreement can be reached, Advertiser/Agency will pay Station according to the rates specified herein for all broadcasts or announcements previously rendered by Station. Station may terminate this agreement at any time upon breach by Advertiser/Agency. In the event of termination hereunder, neither party shall be liable to the other party otherwise than as specified in this agreement.

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

- (a) Station shall have the right to cancel any broadcast or announcement or any portion thereof covered by this agreement in order to broadcast any program that Station, in its absolute discretion, deems to be of public importance or in the public interest. In such case, Station will notify Advertiser/Agency in advance, if reasonably possible, but if not, within a reasonable time after such broadcast or announcement has been canceled.
- (b) In the event that any broadcast or announcement is canceled under paragraph 5(a) above, Advertiser/Agency and Station will agree on a satisfactory substitute day and time for the broadcast or announcement, or if no such agreement can be reached within 7 days after notice of cancellation, the broadcast or announcement will be considered canceled without affecting the rates or rights provided under this agreement, except that Advertiser/Agency shall not be required to pay for the cancelled broadcast or announcement.

### **6. FAILURE TO BROADCAST**

If, due to public emergency or necessity, restrictions imposed by law, acts of God, labor disputes, or for any other cause, including mechanical, electronic or technical breakdowns beyond Station's control, there is an interruption or omission of any program or commercial announcement contracted to be broadcast hereunder, Station shall not be in breach hereof, but upon agreement with Advertiser/Agency, Station shall substitute a reasonable equivalent date and time for the broadcast of the interrupted or omitted program or commercial announcement. If no such substitute time is available or agreed upon between the parties, the time charges allocable to the interrupted or omitted program or commercial announcement will be waived.

### **7. RATE PROTECTION**

Station reserves the right at any time, upon 30-days written notice, to change the rates, discounts, or charges hereunder. **COMMERCIAL MATERIALS; INDEMNIFICATION**

- (a) This agreement is not exclusive as to Advertiser's business, products, or services and Station remains free to solicit and broadcast programs or announcements of other advertisers whether or not they are in competition with Advertiser's business, products, or services. All commercial materials, audio or video tapes, programs, or other similar materials shall be furnished and delivered to Station at Advertiser's/Agency's sole expense. Such materials, together with any instructions pertaining thereto, shall be delivered at least 48 hours in advance of the scheduled broadcast or announcement. All materials furnished for broadcast shall not be contrary to the public interest and shall conform to Station's then-existing program and operating policy and quality standards, and are subject to Station's prior approval and continuing right to reject or require editing of such materials. No advertising matter, announcement, or program that may be deemed, in the Station's sole discretion, injurious or prejudicial to the public's interest, the Station, or honest advertising and reputable business in general will be accepted. Station may destroy or dispose of any commercial material 60 days after the last broadcast hereunder, unless otherwise instructed in writing by Advertiser/Agency.
- (b) Notwithstanding Station's approval rights in paragraph 8(a), Advertiser/Agency shall indemnify and hold Station, its agents, employees, and officers harmless from and against all claims, damages, obligations, liabilities, costs and expenses, including attorneys' fees, that arise out of or result from any broadcast, preparation of any broadcast, or contemplated broadcast of materials furnished by or on behalf of Advertiser/Agency, or furnished by Station at Advertiser's/Agency's request for use in connection with commercial material, including but not limited to those arising out of or that result from libel, slander, invasion of privacy rights, or infringement of any proprietary rights. Advertiser/Agency warrants that all materials furnished to Station truly represent Advertiser's business, products, or services and will be free from false claims or assertions. This paragraph 8(b) shall survive cancellation or termination of this agreement.

### **8. DISPUTES**

Any discrepancy, dispute, or disagreement by Advertiser/Agency with any broadcast, announcement, program, or other service provided by Station hereunder or related to the amount charged by Station for same shall be reported to Station in writing within 20 days from the date of the invoice relating to same, time being of the essence. Failure to report such discrepancy, dispute, or disagreement in writing within such time shall constitute a waiver of all claims by Advertiser/Agency arising out of or related to such discrepancy, dispute, or disagreement.

### **9. GENERAL**

- (a) This agreement is subject to the terms of the licenses held by Station and is further subject to all federal, state, and municipal laws and regulations now in force or that may be enacted in the future, including but not limited to the Rules and Regulations of the Federal Communications Commission and its decisions, actions, and orders when acting under its quasi-legislative powers.
- (b) This agreement, including the rights and obligations under it, may not be assigned or transferred without first obtaining Station's written consent, nor may Station be required to broadcast hereunder for the benefit of any Advertiser/Agency other than those named on the face of this agreement.
- (c) In the event of a breach by Station, Advertiser's/Agency's exclusive remedy therefore shall be a credit for substituted advertising time of equal value, and in no event shall Station be liable for any consequential, incidental, or punitive damages, or monetary damages of any type.
- (d) This agreement shall be construed under and according to the laws of the State in which the Station's main studio is located. All parties hereto agree that in any action brought to enforce the obligation or right of any party hereunder, each party consents to personal jurisdiction and venue in any court of appropriate jurisdiction in the county or parish where the Station's main studio is located.
- (e) If it becomes necessary for Station to place Advertiser's/Agency's account with an attorney or collection agency for the purpose of enforcing its rights hereunder, Advertiser/Agency shall be liable to Station for reasonable attorneys' fees, costs, and expenses.
- (f) All notices hereunder shall be in writing and delivered by hand or registered or certified mail and shall be deemed given when delivered in person or, if mailed, on the second business day after the date of the mailing. Any notice hereunder shall be sufficient if given to either Advertiser or Agency.
- (g) If any provision of this agreement shall be adjudged by a court to be void or unenforceable, such adjudication shall not affect the validity or enforceability of any other provision of this agreement.
- (h) The provisions hereof constitute the entire agreement between the parties and supersede any and all other transactions, negotiations, or representations whatsoever as to the broadcast or announcements, or the parties' rights and obligations hereunder, and shall not be modified except in writing.
- (i) This Station does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race, gender or ethnicity. Advertiser hereby certifies that it is not buying broadcasting air time under this advertising sales agreement for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, gender, national origin or ancestry.

**Mar 15, 24**  
 CONT# 37176142 Mod# Ver# 1 (Last = )  
 REP CHRISTAL RADIO  
 TO WJR-AM (Detroit, MI)  
 FM LATONYA CHENAULT  
 OFF PHILADELPHIA  
 AGY Katz Media Group  
 ADDR 125 West 55th Street 3rd Floor  
 New York, NY 10019  
  
 BYR Helen Hanratty1  
 ADV AMERICAN PETROLEUM INSTITUTE  
 PDT Tailpipe AZ DC MI MT NV OH PA WI  
 FLT Mar 18, 24 - Mar 31, 24

DDS CONT# 0  
 C/P/E: / / 7276  
  
 SALESPERSON FAX#  
  
 PH #

\* REP ORDER COMMENT \*

\*\* 3/15/2024 5:53:00 AM: FOR ALL MAIN STREET MEDIA GROUP API ORDERS, EST # 7276: KATZ MEDIA COLLECTS, CASH-IN-ADVANCE AND AS AN OFFICIAL AGENT ON BEHALF OF OUR REPRESENTED STATIONS, ALL MONIES FOR THIS POLITICAL BUY PLACED OUT OF MAIN STREET MEDIA GROUP. ONCE YOUR INVOICES ARE RE CONCILED WITH OUR ORDERS BY OUR NY BILLING OFFICE, PAYMENT IS SENT TO YOU ONLY FOR WHAT RAN. WE ARE THE ONES RESPONSIBLE FOR REFUNDING UNUSED FUNDS BACK TO THE AGENCY. PAYMENT IS USUALLY DISBURSED WITHIN 45 DAYS OF RECONCILIATION. PLEASE CONFIRM WITH PLEA SE NOTE WITH ALL POLITICAL/ISSUE ORDERS THERE IS A 24 HOUR CANCELLATION NOTICE.

\*\* 3/15/2024 5:53:00 AM: POPULATIONBUYTYPE: CPP.

\*\* 3/15/2024 5:53:00 AM: THIS IS A KATZ MEDIA GROUP ORDER. ALL BILLING SHOULD BE SENT TO KATZ MEDIA GROUP 125 W 55TH ST./NY,NY 10019. ALL ELECTRONIC INVOICES SHOULD BE SENT TO RI.COM: 9913287, MARKETRON: 127124, EMT: 10919. KATZ MEDIA GROUP IS NOT LIABLE FOR PAYMENT.

\*\* 3/15/2024 5:53:00 AM: THIS IS A NEW ISSUE/POLITICAL ORDER. PLEASE NOTE THERE IS A 24 HOUR CANCELLATION POLICY ON ALL ISSUE/POLITICAL ORDERS. PLEASE CONFIRM WITH ANGELA.HOMAN@KATZMEDIA.COM OR CALL 215-557-4230. THANK YOU!

MC	LN	DAYS	TIME	LEN	EFFECTIVE DATES	# OF Day	NPD	RATE	TOT SPTS
		<b>FLIGHT 1</b>							
	1.1	M.....	6A - 10A	30	03/18/2024 - 03/18/2024	1D	1	\$675.00	1
	1.2	M.....	10A - 3P	30	03/18/2024 - 03/18/2024	1D	1	\$600.00	1
	1.3	M.....	3P - 7P	30	03/18/2024 - 03/18/2024	1D	1	\$550.00	1
					** FLIGHT TOTALS **		3	\$1,825.00	
		<b>FLIGHT 2</b>							
	2.1	.T.....	6A - 10A	30	03/19/2024 - 03/19/2024	1D	1	\$675.00	1
	2.2	.T.....	10A - 3P	30	03/19/2024 - 03/19/2024	1D	1	\$600.00	1
	2.3	.T.....	3P - 7P	30	03/19/2024 - 03/19/2024	1D	1	\$550.00	1
					** FLIGHT TOTALS **		3	\$1,825.00	
		<b>FLIGHT 3</b>							
	3.1	..W....	6A - 10A	30	03/20/2024 - 03/20/2024	1D	1	\$675.00	1
	3.2	..W....	10A - 3P	30	03/20/2024 - 03/20/2024	1D	1	\$600.00	1
	3.3	..W....	3P - 7P	30	03/20/2024 - 03/20/2024	1D	1	\$550.00	1

Mar 15, 24

CONT# 37176142 Mod# Ver# 1 (Last = )  
 REP CHRISTAL RADIO

DDS CONT# 0  
 C/P/E: / / 7276

				** FLIGHT TOTALS **			3	\$1,825.00	
				<b>FLIGHT 4</b>					
4.1	...T...	6A - 10A	30	03/21/2024 - 03/21/2024	1D	1	\$675.00	1	
4.2	...T...	10A - 3P	30	03/21/2024 - 03/21/2024	1D	1	\$600.00	1	
4.3	...T...	3P - 7P	30	03/21/2024 - 03/21/2024	1D	1	\$550.00	1	
				** FLIGHT TOTALS **			3	\$1,825.00	
				<b>FLIGHT 5</b>					
5.1	...F..	6A - 10A	30	03/22/2024 - 03/22/2024	1D	1	\$675.00	1	
5.2	...F..	10A - 3P	30	03/22/2024 - 03/22/2024	1D	1	\$600.00	1	
5.3	...F..	3P - 7P	30	03/22/2024 - 03/22/2024	1D	1	\$550.00	1	
				** FLIGHT TOTALS **			3	\$1,825.00	
				<b>FLIGHT 6</b>					
6.1	M.....	6A - 10A	30	03/25/2024 - 03/25/2024	1D	1	\$675.00	1	
6.2	M.....	10A - 3P	30	03/25/2024 - 03/25/2024	1D	1	\$600.00	1	
6.3	M.....	3P - 7P	30	03/25/2024 - 03/25/2024	1D	1	\$550.00	1	
				** FLIGHT TOTALS **			3	\$1,825.00	
				<b>FLIGHT 7</b>					
7.1	.T.....	6A - 10A	30	03/26/2024 - 03/26/2024	1D	1	\$675.00	1	
7.2	.T.....	10A - 3P	30	03/26/2024 - 03/26/2024	1D	1	\$600.00	1	
7.3	.T.....	3P - 7P	30	03/26/2024 - 03/26/2024	1D	1	\$550.00	1	
				** FLIGHT TOTALS **			3	\$1,825.00	
				<b>FLIGHT 8</b>					
8.1	..W....	6A - 10A	30	03/27/2024 - 03/27/2024	1D	1	\$675.00	1	
8.2	..W....	10A - 3P	30	03/27/2024 - 03/27/2024	1D	1	\$600.00	1	
8.3	..W....	3P - 7P	30	03/27/2024 - 03/27/2024	1D	1	\$550.00	1	
				** FLIGHT TOTALS **			3	\$1,825.00	
				<b>FLIGHT 9</b>					
9.1	...T...	6A - 10A	30	03/28/2024 - 03/28/2024	1D	1	\$675.00	1	
9.2	...T...	10A - 3P	30	03/28/2024 - 03/28/2024	1D	1	\$600.00	1	
9.3	...T...	3P - 7P	30	03/28/2024 - 03/28/2024	1D	1	\$550.00	1	
				** FLIGHT TOTALS **			3	\$1,825.00	
				<b>FLIGHT 10</b>					

Mar 15, 24

CONT# 37176142 Mod# Ver# 1 (Last = )  
REP CHRISTAL RADIO

DDS CONT# 0  
C/P/E: / / 7276

10.1	....F..	6A - 10A	30	03/29/2024 - 03/29/2024	1D	1	\$675.00	1
10.2	....F..	10A - 3P	30	03/29/2024 - 03/29/2024	1D	1	\$600.00	1
10.3	....F..	3P - 7P	30	03/29/2024 - 03/29/2024	1D	1	\$550.00	1
** FLIGHT TOTALS **						3	\$1,825.00	

	<b>Mar 24</b>							
SPOTS	30							
CASH	18250.00							
TRADE	0.00							
NSL	0.00							
TOTAL	18250.00							

								<b>TOTAL</b>
SPOTS								30
CASH								18,250.00
TRADE								0.00
NSL								0.00
TOTAL								18,250.00

**\*\* Competitive Comments \*\***

SVC:  
Demo Adults 35+

Nondiscrimination -Paragraphs 49 and 50 of the United States Federal Communications Commission's Report and Order No. 07-217 provides that broadcast stations' advertising contracts will not discriminate on the basis of race or ethnicity, and must contain nondiscrimination clauses. Consistent with this order, Katz Communications, Inc. (including any subsidiary or division of Katz) does not discriminate in any broadcast advertising contract on the basis of race or ethnicity and evaluates, negotiates and completes its broadcast advertising contracts without regard to race or ethnicity.

# ISSUE (Non-candidate) ADVERTISEMENT AGREEMENT FORM

I, American Petroleum Institute, hereby request station time as follows: See **Order** for proposed schedule and charges. See **Invoice** for actual schedule and charges.

### Check one:

Ad "communicates a message relating to any political matter of national importance" by referring to (1) a legally qualified candidate for federal office; (2) an election to federal office; (3) a national legislative issue of public importance (e.g., health care legislation, IRS tax code, etc.); or (4) a political issue that is the subject of controversy or discussion at the national level.

Ad does NOT communicate a message relating to any political matter of national importance (e.g., relates only to a state or local issue).

## ALL QUESTIONS/BLOCKS MUST BE COMPLETED

### Station time requested by:

Agency name: Main Street Media Group

Address: PO Box 25093

Contact: Media Buyer

Phone number: 703-485-0398

Email: info@msmg.tv

### Name of advertiser/sponsor (list entity's full legal name as disclosed to the Federal Election Commission [for federal committees] with no acronyms; name must match the sponsorship ID in ad):

Name: American Petroleum Institute

Address: 200 Massachusetts Ave, NW, Washington DC 20001

Contact:

Phone number: 202-682-800

Email:

Station is authorized to announce the time as paid for by such person or entity.

### List ALL chief executive officers, members of the executive committee and the board of directors or other governing group(s) of the advertiser/sponsor (Use separate page if necessary.):

Mike Sommers (President and CEO) and Greg C. Garland (Chair)

By signing below, advertiser/sponsor represents that those listed above are the only executive officers, members of the executive committee and board of directors or other governing group(s).

### If ad refers to a federal candidate(s) or federal election, list ALL of the following:

N/A

Name(s) of every candidate referred to:

Office(s) sought by such candidate(s) (no acronyms or abbreviations):

Date of election:

Clearly identify **EVERY** political matter of national importance referred to in the ad (no acronyms); use separate page if necessary:



N/A

Energy



**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.

<b>Advertiser/Sponsor</b>	<b>Station Representative</b>
Signature: 	Signature: 
Name: Media Buyer, Main Street Media Group	Name: Erina Albertson
Date of Request to Purchase Ad Time: 1/9/24	Date of Station Agreement to Sell Time: 03/15/2024

**TO BE COMPLETED BY STATION ONLY**

Ad submitted to station?  Yes  No Date ad received: 03/15/2024

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

If only one officer, executive committee member or director is listed above, station should ask the advertiser/sponsor in writing if there are any other officers, executive committee members or directors, maintain records of inquiry and update this form if additional officers, members or directors are provided.

Disposition:

- Accepted
- Accepted IN PART (e.g., ad not received to determine content)\*
- Rejected – provide reason:

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

Date and nature of follow-ups, if any:

**FCC Public File update 3/21/2024: adding substantiation to file, no changes to order.**

Contract #: 1093986	Station Call Letters: WJR-AM	Date Received/Requested: 03/15/2024
Est. #: 7276	Station Location: Detroit	Run Start and End Dates: 03/18/2024 - 03/29/2024

**For national issue ads only (not required for state/local issue ads):**

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.

**[EXT]SUBSTANTIATION: American Petroleum "Back Seat Driver Spot"**

Chenault, LaTonya &lt;LaTonya.Chenault@Katzmedia.com&gt;

Thu 2024-03-21 12:56 PM

To:bobklaus@roadrunner.com <bobklaus@roadrunner.com>;mmeyer@rcrg.net <mmeyer@rcrg.net>;  
 Holly.Johnson@townsquaremedia.com <Holly.Johnson@townsquaremedia.com>;larry.gawthrop@alphamediausa.com  
 <larry.gawthrop@alphamediausa.com>;Heather McConnell <heather.mcconnell@cumulus.com>;sminda@hbi.com  
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 <matthew.cowper@bbgi.com>;dangainey@midwestfamilyec.com <dangainey@midwestfamilyec.com>;steve.hoshor@kaff.com  
 <steve.hoshor@kaff.com>;traffic@stonecanyonmedia.com <traffic@stonecanyonmedia.com>;Naomi Callahan  
 <Naomi.Callahan@cumulus.com>;bbailey@classicfox.com <bbailey@classicfox.com>;pam.creel@townsquaremedia.com  
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 mark.jaycox@mwcradio.com <mark.jaycox@mwcradio.com>;jenandbri@audacy.com <jenandbri@audacy.com>;  
 mande.dellinger@bbgi.com <mande.dellinger@bbgi.com>

 1 attachments (98 KB)

API Backseat Driver Substantiation.docx;

Hey folks. Patti and team at the Main Street Media Group have sent me substantiation for the American Petroleum Institute spot that is currently airing. Please retain this for your files incase the opposition starts making noise. We are hearing that the Environmental Defense Fund and other Environmental groups are not happy with the API campaign. Patti is being proactive and providing us with substantiation.

If any of them reaches out to me, my response will be: "Put a radio buy together to counter the API campaign."



LT

**LaTonya Chenault-Qawwee****VP of Sales**

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## API “Backseat Driver” Documentation

The U.S. Environmental Protection Agency proposed new tailpipe emissions standards for light- and medium-duty covering model years 2027-2032 in April 2023 and released a [final rule](#) on March 20, 2024. The final rule will require new cars and trucks sold in the U.S. to meet a fleetwide average of tailpipe emissions standard of 85 grams/mile by 2032

To meet this new standard, EPA projects that there would need to be deployment of battery electric vehicles (BEVs) across the entire fleet of light-duty and medium-duty vehicles. The table below illustrates EPA’s penetration of BEVs over the period 2027 to 2032 for light-duty cars and trucks:

**Table 12-66: Projected BEV Penetrations, Final Standards - Combined**

Manufacturer	2027	2028	2029	2030	2031	2032
Aston Martin	26%	27%	37%	43%	49%	54%
BMW	21%	31%	36%	43%	51%	53%
Ferrari	23%	31%	31%	39%	47%	53%
Ford	22%	26%	36%	40%	49%	53%
General Motors	21%	25%	34%	38%	47%	54%
Honda	25%	30%	37%	45%	51%	56%
Hyundai	26%	31%	38%	44%	50%	55%
JLR	24%	27%	36%	42%	47%	50%
Kia	27%	32%	38%	46%	51%	56%
Lucid	100%	100%	100%	100%	100%	100%
Mazda	24%	28%	36%	43%	49%	52%
McLaren	27%	33%	35%	46%	57%	61%
Mercedes Benz	26%	30%	37%	43%	49%	53%
Mitsubishi	25%	29%	37%	43%	48%	52%
Nissan	25%	31%	38%	44%	52%	57%
Rivian	100%	100%	100%	100%	100%	100%
Stellantis	20%	24%	33%	38%	46%	52%
Subaru	24%	28%	36%	43%	48%	52%
Tesla	100%	100%	100%	100%	100%	100%
Toyota	24%	29%	36%	43%	49%	54%
Volvo	25%	26%	33%	38%	44%	47%
VW	30%	30%	41%	45%	52%	55%
<b>TOTAL</b>	<b>26%</b>	<b>31%</b>	<b>39%</b>	<b>44%</b>	<b>51%</b>	<b>56%</b>

(U.S. Environmental Protection Agency, Multi-Pollutant Emissions Standards for Model Years 2027 and Later Light-Duty and Medium-Duty Vehicles, [Regulatory Impact Analysis](#), March 2024, Table 12-64, p. 12-35)

By 2032, EPA projects that 56% of new light duty cars and trucks sold will need to be BEVs. For comparison, gas-powered cars accounted for 92% of U.S. vehicle sales in 2023 while less than 8% were electric, per [Cox Automotive](#).

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3/14/2024	Bill	EST 7276	331,347.00	331,347.00		331,347.00
					Check Amount	331,347.00

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