

Sales Order

Advertiser **Hartpootlian for Senate**
 Agency **Tailor Made Productions**

Bill To **Tailor Made Productions**
1317 Heidt Street
Columbia, SC 29204

Account
 Executive **Mary O'Donnell**
 Contract #
 Estimate #
 Description
 Stratus # **41753**

Special **revised start date pending CCrd Appvl and political rate**
 Instructions **request form. No rev loss. MO. CIS, NAB, and CC info**
attached.

Contact **803-665-8738**

New / Revision **Revision**

Start Date **08/09/18**

End Date **08/14/18**

Month Type **Broadcast**

Billing Cycle **End of Flight**

Agency Comm. **15.000**

Co-op **No**

Co-op Product

Notarized **N**

of Invoices **1**

Make Goods **Ask AE**

Income Type **Political: Agency Candidate "Use" - 42100**

Local Income Type **Political Local**

Competitive Code **Political Advt#3658 Agcy#2956**

Order Entered **08/07/18**

Schedule

#	Sponsor Log Name Revenue Types	Length Rate Line#	Start Date End Date	Start time End time	Auto Weekly	#/Wk	M	T	W	T	F	S	S	Total
1	Hartpootlian for Senate	60	08/09/18	6:00AM										210.00
	Political: Agency Candidate "Use" - 42100 / Political Local	35.00	08/10/18	10:00AM	N				3	3				6 Spots
		957583	All Weeks											REVISED
2	Hartpootlian for Senate	60	08/09/18	10:00AM										210.00
	Political: Agency Candidate "Use" - 42100 / Political Local	35.00	08/10/18	3:00PM	N				3	3				6 Spots
		957584	All Weeks											REVISED
3	Hartpootlian for Senate	60	08/09/18	3:00PM										245.00
	Political: Agency Candidate "Use" - 42100 / Political Local	35.00	08/10/18	7:00PM	N				4	3				7 Spots
		957585	All Weeks											REVISED
4	Hartpootlian for Senate	60	08/09/18	7:00PM										60.00
	Political: Agency Candidate "Use" - 42100 / Political Local	15.00	08/10/18	11:59PM	N				2	2				4 Spots
		957586	All Weeks											
5	Hartpootlian for Senate	60	08/12/18	6:00AM										10.00
	Political: Agency Candidate "Use" - 42100 / Political Local	10.00	08/12/18	11:59PM	N							1		1 Spots
		957587	All Weeks											
6	Hartpootlian for Senate	60	08/11/18	6:00AM										135.00
	Political: Agency Candidate "Use" - 42100 / Political Local	15.00	08/12/18	11:59PM	N						5	4		9 Spots
		957588	All Weeks											
7	Hartpootlian for Senate	60	08/13/18	6:00AM										210.00
	Political: Agency Candidate "Use" - 42100 / Political Local	35.00	08/14/18	10:00AM	N		3	3						6 Spots
		957589	All Weeks											
8	Hartpootlian for Senate	60	08/13/18	10:00AM										210.00
	Political: Agency Candidate "Use" - 42100 / Political Local	35.00	08/14/18	3:00PM	N		3	3						6 Spots

STANDARD TERMS AND CONDITIONS

1. PARTIES

For purposes of this agreement:

- (a) "Station" shall refer to radio stations owned and operated by Cumulus Broadcasting LLC and/or Cumulus Media Partners LLC, 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.

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.

8. 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.

9. 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.

10. 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.

STANDARD TERMS AND CONDITIONS

5/3/2011

RECORD OF REQUEST FOR BROADCAST TIME BY OR ON BEHALF OF
CANDIDATE FOR PUBLIC OFFICE

INSTRUCTIONS: This form must be completed for all requests, both oral and written, for broadcast time to be used by or on behalf of a candidate for public office. This record will be kept in a public file, together with an appropriate notation showing the disposition made by the licensee of such requests, and the charges made, if the request is granted. Such records shall be retained for a period of two (2) years. (FCC Rules 3.119, 3.290, 3.657)

Name of Candidate: Dick Harpootlian Date: 8/8/18

Office for which candidate is running: State Senate 20

Political affiliation of candidate: Democrate

Request made by candidate: Yes No (If yes) Address: 1410 Laurel St.,

Columbia, SC29201 Phone: 803- 252-4848

Request made on behalf of candidate by: (Agency or Committee)

Agency Name / Contact: Tre Tailor

Committee Name / Contact: TailorMade Productions

Is this the candidates OFFICIAL COMMITTEE? Yes No **

Address: PO Boc 8563 Columbia, SC 29202

Phone: 803-252-4848

Chairman: Larry Oliver

Treasurer: Dick Harpootlian

Is the above committee an () individual? () a corporation? () an association? Or
(X) other un-incorporated group?

Request made: Orally _____, In writing (If so, attach)

Request Granted or Not Granted _____ (If not granted state

reason on reverse side. If denied in writing, attach and retain).

T Tailor

Signature of Person Receiving
Request on Behalf of Cumulus Columbia

X

AGREEMENT FORM FOR POLITICAL CANDIDATE ADVERTISEMENTS

(check applicable box)

FEDERAL CANDIDATE

STATE/LOCAL CANDIDATE

Station and Location: WLXC-FM	Date: 8-7-18
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I, DICK HARPOUTIAN
 being/on behalf of: DICK HARPOUTIAN, a legally
 qualified candidate of the DEMOCRATIC political
 party for the office of: STATE SENATE DISTRICT 20
 in the SPECIAL GENERAL
 election to be held on: NOVEMBER 6, 2018

do hereby request station time as follows:

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
160	see attached schedule	see attached schedule		see attached schedule	see attached schedule

Total Charges: 1500.⁰⁰ (GROSS)

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

[Empty box for listing matters of national importance]

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

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:

Dick Hippocritism

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

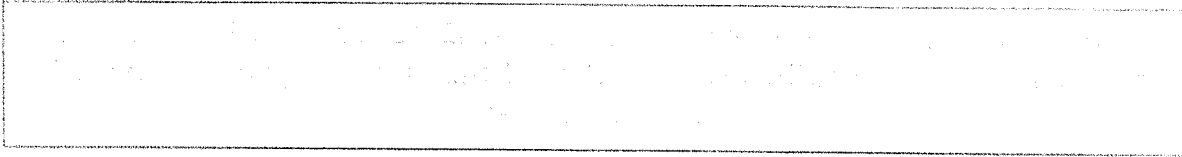
9/6/2008 _____
Date Signature

To Be Signed By Station Representative

Accepted Accepted in Part Rejected

[Signature] _____ Dick Pousatoc _____ UT/Man
Signature Printed Name Title

CANDIDATE CERTIFICATION



I, Dick Harper
(name of federal candidate or authorized committee) hereby certify that the programming to be broadcast (in whole or in part) pursuant to this agreement:

does **does not**

refer to an opposing candidate (check applicable box). I further certify that for the programming that does refer to an opposing candidate:

(check applicable box)

- the 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.
- the programming 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.

signature of candidate or authorized committee

Ladd Oliver

printed name

8/6/2018

date

CUMULUS MEDIA INC. AND ITS SUBSIDIARIES
CLIENT INFORMATION SHEET

*** CASH-IN-ADVANCE CLIENTS ONLY ***

MARKET: Columbia

CLIENT / AGENCY INFORMATION

Legal Name: Larry Oliver J. Taylor
Trade Name: Tailor Made Productions
Check one: Corporation Partnership
 Limited Liability Company Sole Proprietorship
 Government Non-Profit
Address: 1317 Heidt St
City / State / Zip: Columbia, SC 29204
Phone: 803-605-8738 Fax: _____
Email: TheTailorMadeProd Website: _____
uctois@gmail.com

I hereby certify that the information contained herein is complete and accurate.

I have reviewed Cumulus's Standard Terms and Conditions attached hereto as may be modified by Cumulus from time to time. I hereby acknowledge and agree that such Standard Terms and Conditions shall apply to all my advertising purchase orders with Cumulus.

AUTHORIZED SIGNATURE: [Signature]
PRINT NAME: S. Taylor

DATE: 8/6/18
TITLE: CEO