

CONTRACT



KRBE-FM
 9801 Westheimer #700
 Houston, TX 77042
 (713) 266-1000

KRBE.COM

And:

National Association of Broadcasters
 1 M Street SE
 Washington, DC 20003

<u>Contract / Revision</u> 1127743 /		<u>Alt Order #</u>
<u>Advertiser</u> National Association of Broadcasters		<u>Original Date / Revision</u> 06/22/23 / 06/22/23
<u>Contract Dates</u> 06/26/23 - 09/06/23	<u>Estimate #</u>	
<u>Product</u> Keeping AM Radio in Automobiles		
<u>Billing Cycle</u> EOM/EOC	<u>Billing Calendar</u> Broadcast	<u>Cash/Trade</u> Cash
<u>Property</u> KRBE-FM	<u>Account Executive</u> Corporate House	<u>Sales Office</u> Internal Nationa
<u>Special Handling</u> Do Not Print		
<u>Demographic</u> Adults 25-54		
<u>Agy Code</u>	<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	KRBE	06/26/23	09/06/23	M-Su	5a-12a		:30			NM	365	\$0.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	06/26/23	07/02/23	5555555				35	\$0.00			
	Week:	07/03/23	07/09/23	5555555				35	\$0.00			
	Week:	07/10/23	07/16/23	5555555				35	\$0.00			
	Week:	07/17/23	07/23/23	5555555				35	\$0.00			
	Week:	07/24/23	07/30/23	5555555				35	\$0.00			
	Week:	07/31/23	08/06/23	5555555				35	\$0.00			
	Week:	08/07/23	08/13/23	5555555				35	\$0.00			
	Week:	08/14/23	08/20/23	5555555				35	\$0.00			
	Week:	08/21/23	08/27/23	5555555				35	\$0.00			
	Week:	08/28/23	09/03/23	5555555				35	\$0.00			
	Week:	09/04/23	09/10/23	555-----				15	\$0.00			
Totals											365	\$0.00

Time Period	# of Spots	Gross Amount	Net Amount
06/26/23 -07/30/23	175	\$0.00	\$0.00
07/31/23 -08/27/23	140	\$0.00	\$0.00
08/28/23 -09/06/23	50	\$0.00	\$0.00
Totals	365	\$0.00	\$0.00

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.



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



Political Broadcast Agreement Form for Non-Candidate/Issue 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.

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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).

ISSUE (Non-candidate) ADVERTISEMENT AGREEMENT FORM

I, National Association of Broadcasters, 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: National Association of Broadcasters

Agency name: n/a

Address:

Contact:

Phone number:

Email:

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: National Association of Broadcasters

Address: 1 M Street SE, Washington, DC 20003

Contact: Michelle Lehman

Phone number: (202) 429-5350

Email: mlehman@nab.org

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

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

NAB Executive Committee: Perry Sook, Nexstar Media Group, Inc.; Ramona Alexander, WDBD Jackson, Miss.; David Santrella, Salem Media Group; Curtis LeGeyt, National Association of Broadcasters; John Zimmer, Zimmer Radio of Mid-Missouri, Inc.; Kristopher Jones, Fox Corp.; Chris Ornelas, Beasley Media Group; Kevin Perry, Perry Broadcasting; Collin Jones, Cumulus Media Inc.; Lynn Beall, TEGNA; Pat LaPlatney, Gray Television; Chris Ripley, Sinclair Broadcast Group, Inc.

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

Consumer access to AM radio in automobiles

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.

Advertiser/Sponsor	Station Representative
Signature: <i>Michelle Lehman</i>	Signature: <i>Alex Cadefago</i>
Name: Michelle Lehman	Name: ALEX CADELAGO
Date of Request to Purchase Ad Time: 6/7/23	Date of Station Agreement to Sell Time: 6/22/23

TO BE COMPLETED BY STATION ONLY

Ad submitted to station? Yes No Date ad received: 6/22/23

Note: Must have separate PB-19 forms (or the equivalent, e.g., addendums) 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 (optional):

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

Date and nature of follow-ups, if any:

Contract #: <u>1127743</u>	Station Call Letters: <u>KRBE-FM</u>	Date Received/Requested: <u>6/22/23</u>
Est. #:	Station Location: <u>HOUSTON, TX</u>	Run Start and End Dates: <u>6/26/23-9/6/23</u>

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.

Brian Olivarri

Subject: FW: NAB Keeping AM Radio in Automobile Spots

From: John Kaufman <John.Kaufman@cumulus.com>
Sent: Wednesday, June 21, 2023 12:30 PM
To: Jason Hutchinson <Jason.Hutchinson@cumulus.com>
Subject: NAB Keeping AM Radio in Automobile Spots

Here's what I posted. If you can get orders built today, that would be great.

NAB Keeping AM Radio in Automobile Spots

Good afternoon everyone. We have been asked to run these spots on behalf of the NAB regarding potential legislation to keep AM Radio in Automobiles. These should be:

- RUN ON EVERY CUMULUS STATION
- Coded as LOCAL DIRECT POLITICAL ISSUE spots
- 5x/day 30s spots, Mon-Sun (not auto-weekly)
- 5a-Midnight full rotation
- Fully pre-emptible without notice P90
- **Starting this Monday, June 26th and running through September 6. It is a no-charge order**

We will create the orders in WideOrbit centrally so all the stations will need to do is approve them. You can use a copy of this post as an Insertion Order for your records.

This order WILL NOT impact your LUR given the broad rotation; also the FCC confirmed that this this type of issue order on behalf of the industry should not be considered in setting your LUR for other political orders.

The NAB's NAB form for political upload is attached. Upload the corresponding WideOrbit order details and the COMPLETED NAB form (with station info and authorized station rep signature, change air dates on form to 6/26-9/6) AS SOON AS POSSIBLE to each of your stations' Political Issue public file. Use the naming convention: 123456 (station 6 digit WO order number)-National Association of Broadcasters-WXYZ (your station call letters).

The link to the creative is here. You can choose the spot that is appropriate for your station format. We will also post in Cedis:

[Broadcast-Ready Spots | AM Radio Toolkit | National Association of Broadcasters \(nab.org\)](#)

THANK YOU!!!

John Kaufman
SVP, Revenue Strategy and Operations | CUMULUS MEDIA
M: 203.919.9085
John.Kaufman@cumulus.com
cumulusmedia.com