



# Agreement

Agreement #: CON-TWI-SE-2302

Product: Radio

Type: Cash

Flight: 04-15-2024 - 04-22-2024

04-12-2024

2024 Primary Election - State Representative

## Choice 102

Dave Radigan  
 (585) 415-5169  
 193 S. Keystone Ave.  
 Sayre Pennsylvania  
 US 18840  
 dave@myhometowntoday.com

## Tina Pickett

320 Main St.  
 Towanda PA  
 18848

Description	Run Dates	Cost	Monthly	Spots								
Custom package / #1	04-15-2024 to 04-22-2024	Based on Rate & Volume		24								
<b>Media Outlet: Choice 102</b>												
W/C 04-15-2024												
		Mon	Tue	Wed	Thu	Fri	Sat	Sun				
Daypart	Type	Length	Rate	04/15	04/16	04/17	04/18	04/19	04/20	04/21	Units	Cost
04:00pm - 06:00pm	Commercial	30sec	\$10.00	2	2	2	2	2	0	0	10	\$100.00
07:00am - 09:00am	Commercial	30sec	\$10.00	2	2	2	2	2	0	0	10	\$100.00
<b>Total per station</b>											20	\$200.00
<b>Week total</b>											20	\$200.00
W/C 04-22-2024												
		Mon	Tue	Wed	Thu	Fri	Sat	Sun				
Daypart	Type	Length	Rate	04/22	04/23	04/24	04/25	04/26	04/27	04/28	Units	Cost
07:00am - 09:00am	Commercial	30sec	\$10.00	2	0	0	0	0	0	0	2	\$20.00
04:00pm - 06:00pm	Commercial	30sec	\$10.00	2	0	0	0	0	0	0	2	\$20.00
<b>Total per station</b>											4	\$40.00
<b>Week total</b>											4	\$40.00

<b>Total Spots</b>	<b>24</b>
<b>Total</b>	<b>\$240.00</b>

Amounts quoted are in USD

Projected Billing (USD)	
April, 2024	\$240.00

Authority to Proceed

## 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 the broadcasts or announcements covered by this contract at the office of the broadcasting station on receipt of invoice.
- 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 correct unless proved otherwise.
- d) Invoices should be rendered no less than monthly.
- e) Upon request of the advertiser, affidavits or certificates of performance will be furnished by the station to the agency at the time of the billing. Unless the request is received prior to billing the request for and the furnishing of such affidavits or certifications shall not act as a condition precedent to the payment or the time of any payment called for hereunder.

### 2) TERMINATION

- a) Advertiser may terminate this agreement by giving station no less than thirty (30) days prior notice. Advertiser will be held responsible for payment of all time units contracted for with the thirty (30) day 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 is specified in this paragraph and in paragraph 5 hereof.

### 3) SUBSTITUTION OF PROGRAMS OF PUBLIC IMPORTANCE OR IN THE PUBLIC INTEREST

- a) The station shall have the right to cancel any broadcast or announcement or any portion thereof covered by this contract in order to broadcast any program which in its absolute discretion it deems to be of public importance or in the public interest. In any such case the station will notify the advertiser in advance, if reasonably possible, but in any case within a reasonable time after such broadcast, that the advertiser's broadcast or announcement has been cancelled.
- b) In the case of any broadcast or announcement cancelled under paragraph 3 (a) above, the advertiser and station will agree on a satisfactory substitute day and time for the broadcast or announcement or, if no such agreement can be reached with 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 technical staff and of the regular staff announcer. Other talent and service charges, if any, are covered in this contract and such charges are subject to change by the advertiser with the consent of the station.
- b) Broadcasts or announcements prepared by the advertiser are subject to the approval of the station as to broadcast content.
- c) If client requests prior approval of copy and such request 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 the station incorrect or outdated copy is aired, client will be held responsible for payment of 50% of the time purchased.

### 5) GENERAL

- a) This contract is subject to the terms of the licenses held by the station and is subject also 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, may 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 this contract.
- c) The advertiser agrees that the station may deduct from any five minute period or longer not more than thirty seconds for station breaks purposes.
- d) This contract shall be construed under and according to the laws of the State of the station's license and the provisions hereof constitute the entire agreement between the parties and supersedes any and all other transactions, negotiations or representations whatsoever as to the broadcasts or announcements.
- e) As agency of record for advertiser, Agency agrees to make payment to the station within thirty (30) days of the date of invoice from station for commercials ordered through the agency and aired by the station. If thirty (30) days terms are not met, any further schedule placed with the station for advertiser by Agency will be cancelled. In the event of Agency's insolvency or default of payment, and without releasing Agency from liability, advertiser will be liable to station and not to agency on all unpaid invoices but only to the extent that advertiser has not previously made payment of said invoice(s) to agency.
- f) In the event of Agency's insolvency or default of payment to the extent that advertiser has made payment to the Agency, the Agency is liable to station for all said payments. In the event station turns over to an attorney an account(s) for collection Agency agrees to pay reasonable attorney's fees and all court costs.

Radigan Broadcasting Group, LLC  
60 North Avenue, Owego, NY 13827  
Phone: 607-687-9933 | Fax: 607-687-9033  
sales@myhometowntoday.com

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Last revised 04-12-2024 (4:08pm)

## 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> WAVR                      Sayre, PA	<b>Date:</b> 4/12/2024
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I, Tina Pickett,  
 being/on behalf of: Tina Pickett, a legally  
 qualified candidate of the Republican political  
 party for the office of: State Representative  
 in the Primary  
 election to be held on: April 23, 2024  
 do hereby request station time as follows:

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
:30	7a-9a 4p-6p	L L	All attached	Schedule	

**Total Charges:**    \$ 240.00

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:

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**

4/12/24 \_\_\_\_\_  
Date Signature

**To Be Signed By Station Representative**

Accepted  Accepted in Part  Rejected

Shari Eyer \_\_\_\_\_  
Signature Printed Name Title