

## AGREEMENT FORM FOR NON-CANDIDATE/ISSUE ADVERTISEMENTS

<b>Station and Location:</b> KMT / KSKS / KWYE	<b>Date:</b> 10/5/18
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I, Michael De Dios

do hereby request station time concerning the following issue:

Educators Supporting Tony Thurmond
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Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks

Educators Supporting Tony Thurmond

This broadcast time will be used by: \_\_\_\_\_

**THIS PAGE MUST BE COMPLETED FOR PROGRAMMING THAT  
"COMMUNICATES A POLITICAL MATTER OF NATIONAL IMPORTANCE."  
FOR ALL OTHER ISSUE ADS, PLEASE GO TO PAGE 3.**

Programming that "communicates a political matter of national importance" includes (1) references to legally qualified candidates (presidential, vice presidential or congressional); (2) any election to Federal office (e.g., any references to "our next senator", "our person in Washington" or "the President"); and (3) a national legislative issue of public importance (e.g., Affordable Care Act, revising the IRS tax code, federal gun control or any federal legislation).

**Does the programming (in whole or in part) communicate "a message relating to any political matter of national importance?"**  
 Yes  No

For programming that "communicates a message relating to any political matter of national importance," list the name of the legally qualified candidate(s) the programming refers to, the offices being sought, the date(s) of the election(s) and/or the issue to which the communication refers (if applicable):

NA

I represent that the payment for the above described broadcast time has been furnished by (name and address):

NA

and you are authorized to announce the time as paid for by such person or entity (hereinafter referred to as the "sponsor").

List the chief executive officers or members of the executive committee or the board of directors below (or attach separately):

NA

For programming that "communicates a message relating to any political matter of national importance," attach Agreed Upon Schedule (Page 5)

**THIS PAGE MUST BE COMPLETED FOR PROGRAMMING THAT  
DOES NOT "COMMUNICATE A POLITICAL MATTER OF NATIONAL  
IMPORTANCE"**

I represent that the payment for the above described broadcast time has been furnished by (name and address):

Educators Supporting Tony Thurmond for Superintendent of Public Instruction 2018  
555 Capital Mall, Suite 400 - Sacramento, CA 95814

and you are authorized to announce the time as paid for by such person or entity (hereinafter referred to as the "sponsor").

List the chief executive officers or members of the executive committee or the board of directors below (or attach separately):

Chairman - Scott Day  
Treasurer - Sarah Callahan

**TO BE COMPLETED FOR ALL ISSUE ADVERTISEMENTS**

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

The Sponsor agrees to indemnify and hold harmless the station for any damages or liability, including reasonable attorney's fees, that may ensue from the broadcast of the above-requested advertisement(s). For the above-stated broadcast(s), the sponsor also agrees to prepare a script, transcript, or tape, which will be delivered to the station at least \_\_\_\_\_ before the time of the scheduled broadcasts.

**TO BE SIGNED BY ISSUE ADVERTISER (SPONSOR)**

10/5/18                      *[Signature]*                      (949) 650-5081  
Date                                              Signature                                              Contact Phone Number

**TO BE SIGNED BY STATION REPRESENTATIVE**

Accepted                       Accepted in Part                       Rejected  
*Paul Stuart*                      Paul Stuart                      Key Account Manager  
Signature                                              Printed Name                                              Title

# GREENSTRIPE MEDIA, INC.

PLANNING • PLACEMENT • SYNDICATION

## RADIO BROADCAST CONTRACT

Contract # 105410  
Contract Date 10/4/2018

Advertiser Educators Supporting Tony Thurmond		Station KWYE-FM		Product Tony Thurmond for SPI 2018	
Buyer Mike De Dios/David Takara		Broadcast materials furnished by Greenstripe Media - 949.650.5081		rev # on	rev # on

KWYE-FM Paul Stuart 1071 W. Shaw Avenue Fresno, CA 93711	Station Phone 559-490-5951 Direct Phone 559-246-4469 Fax E-mail Paul.Stuart@cumulus.com
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Schedule Dates				Schedule Rotation			Billing Weeks	Announcements	Gross Cost
10/9/2018 thru 10/15/2018				Tuesday thru Monday			1	15x	\$1,875.00
									<u>Net Cost</u> \$1,593.75
Line	Days	Time		Length	Spots Per Week	Program Notes	Rate Per Spot	Line Total	
		From	To						
1	Tu-F, Mon	6a	10a	:60	15		125	1875	
2	Tu-F, Mon	10a	3p	:60	0		125	0	
3	Tu-F, Mon	3p	7p	:60	0		125	0	
4	Tu-F, Mon	7p	12m	:60	0		20	0	
5	Sat - Sun	6a	7p	:60	0		45	0	
<b>WEEKLY TOTALS:</b>					15x			\$1,875	

**BILLING INFORMATION:** Station is to provide weekly billing. All invoices should be addressed to the named advertiser above "in care of" Greenstripe Media, Inc. and mailed to the address below. Exact times are required on all affidavits. Station agrees to advise of any discrepancies. In the event of a discrepancy, the Greenstripe Media, Inc. contract prevails.

**MAKEGOOD POLICY:** Please advise Greenstripe Media, Inc. immediately of any pre-emptions in writing. Offer makegoods in same or better programming within contracted weeks or billing month. We will respond within 24 hours.

Accepted for (Station) \_\_\_\_\_ By \_\_\_\_\_

424 OLD NEWPORT BLVD. • NEWPORT BEACH, CA 92663

TEL: (949) 650-5081 • FAX: (949) 650-0207 • E-MAIL: mike@greenstripemedia.com

**Sales Order**

Advertiser **Educators Supporting Tony Thurmond**  
 Agency **Greenstripe Media Inc.**

Bill To **Greenstripe Media Inc.**  
**424 Old Newport Blvd**

**Newport Beach, CA 92663**

Account

Executive **Paul Stuart**

Contract #

Estimate #

Description **Tony Thurmond for SPI 2018**

Stratus # **36467**

Special  
 Instructions

Contact **949.650.5081**

New / Revision **New**

Start Date **10/09/18**

End Date **10/15/18**

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 Issue/Non "Use" - 42100**

Local Income Type **Assign Income**

Competitive Code **Political Advt#4461 Agcy#146**

Order Entered **10/08/18**

**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	Educators Supporting Tony Thurmond Political: Agency Issue/Non "Use" - 42100 / Assign Income	60 125.00 393194	10/09/18 10/12/18 All Weeks	6:00AM 10:00AM	N			3	3	3	3			1500.00 12 Spots REVISED
2	Educators Supporting Tony Thurmond Political: Agency Issue/Non "Use" - 42100 / Assign Income	60 125.00 393195	10/15/18 10/15/18 All Weeks	6:00AM 10:00AM	N		3							375.00 3 Spots REVISED

Oct 18 = 1875.00 / 1593.75    Nov 18 = 0.00 / 0.00    Dec 18 = 0.00 / 0.00    Jan 19 = 0.00 / 0.00    Feb 19 = 0.00 / 0.00    Mar 19 = 0.00 / 0.00  
 Apr 19 = 0.00 / 0.00    May 19 = 0.00 / 0.00    Jun 19 = 0.00 / 0.00    Jul 19 = 0.00 / 0.00    Aug 19 = 0.00 / 0.00    Sep 19 = 0.00 / 0.00

**Gross: 1875.00    Net: 1593.75    Total Due: 1593.75    15 Spots**

Client Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Account Executive:

Sales / Market Manager:

Business Manager:

Traffic Manager:

V 5.3

**ALL ORDERS SUBJECT TO THE STANDARD TERMS AND CONDITIONS ATTACHED HERETO**

## 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

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**Cumulus-Fresno Account Transaction Results**

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1071 West Shaw Ave  
Fresno, CA 93711  
Phone # 559-490-4105

Status: **approved**  
Transaction ID: **030-0078810467**

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**Transaction Details**

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Date: **10-08-2018 14:21 PDT**  
Transaction Type: **sale**  
Amount: **\$1593.75**  
Card Type: **Visa**  
Account Number: **xxxxxxxx-6108**  
Name: **Michael Vergel De Dios**  
Authcode: **04089G**  
Merchant Name: **Educators Supporting  
Tony Thurmond**  
Station/AE: **KWYE/P. Stuart**

Customer Signature X \_\_\_\_\_