

CONTRACT

Entercom Los Angeles KNX-AM
5670 Wilshire Blvd
Suite 200
Los Angeles, CA 90036
(323) 937-0226

And:

Sadler Strategic Media
12103 Viewcrest Rd
Studio City, CA 91604

<u>Contract / Revision</u> 954964 /		<u>Alt Order #</u>
<u>Product</u> 2018		
<u>Contract Dates</u> 05/28/18 - 06/01/18	<u>Estimate #</u>	
<u>Advertiser</u> Gavin Newsom for Governor 2018		<u>Original Date / Revision</u> 05/24/18 / 05/24/18
<u>Billing Cycle</u> EOM/EOC	<u>Billing Calendar</u> Broadcast	<u>Cash/Trade</u> Cash
<u>Property</u> KNX-AM	<u>Account Executive</u> Todd Murray	<u>Sales Office</u> Los Angeles Loc
<u>Special Handling</u> Do Not Mail (DNM)		
<u>Demographic</u> Men 25-54		
<u>Agency Code</u> SADLERSM	<u>Advertiser Code</u>	<u>Product 1/2</u>
<u>Agency Ref</u> 4044494		<u>Advertiser Ref</u> 4075187

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Rtn	Type	Spots	Amount
N 1	KNX-A	05/28/18	06/01/18	M-F 6a-10a	6a-10a		:30				NM	9	\$2,250.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>				
	Week:	05/28/18	06/03/18	MTWTF--				9	\$250.00				
N 2	KNX-A	05/28/18	06/01/18	M-F 10a-3p	10a-3p		:30				NM	5	\$1,125.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>				
	Week:	05/28/18	06/03/18	MTWTF--				5	\$225.00				
N 3	KNX-A	05/28/18	06/01/18	M-F 3p-7p	3p-7p		:30				NM	8	\$2,000.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>				
	Week:	05/28/18	06/03/18	MTWTF--				8	\$250.00				
Totals								0.00				22	\$5,375.00

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
05/28/18 - 06/01/18	22	\$5,375.00	(\$806.25)	\$4,568.75
Totals	22	\$5,375.00	(\$806.25)	\$4,568.75

Signature: _____ **Date:** _____

(* Line Transactions: N = New, E = Edited, D = Deleted)

Agency and Advertiser agree and acknowledge that Station's Advertising Terms and Conditions govern this contract. Station's Advertising Terms and Conditions are available at www.entercom.com.

STANDARD ADVERTISING TERMS AND CONDITIONS

The organization contracting for the purchase of advertising covered by this contract (hereinafter called "AGENCY" or "ADVERTISER" as the case may be) and the station accepting this contract (hereinafter called "STATION") hereby agree that this contract shall be governed by the following conditions:

1. PAYMENT AND BILLING

- (a) STATION will bill AGENCY or ADVERTISER monthly, using the Final Sunday Fiscal Month, unless otherwise provided on the face of the contract.
- (b) Payment by AGENCY or ADVERTISER is due upon receipt of invoice. AGENCY or ADVERTISER waives any billing dispute if AGENCY or ADVERTISER does not notify STATION of such dispute in writing within thirty (30) days from date of the invoice containing such amount in dispute. In the event AGENCY or ADVERTISER timely notifies STATION of such dispute, AGENCY or ADVERTISER and STATION shall work diligently with each toward a resolution, but any amount not in dispute shall be promptly paid as described herein. Payments by established and recognized advertising agencies shall be subject to a 15% agency discount on cash payments only, except for non-commissionable amounts or as otherwise stated herein or in a governing master contract.
- (c) Invoices shall contain dates of advertising purchased on request, length of commercial announcement and cost.
- (d) Upon request STATION shall provide proof of performance specifying exact times when commercials were aired taken from the official log maintained by STATION as required by FCC regulations.
- (e) If this agreement is entered into by an AGENCY, then AGENCY agrees that ADVERTISER and AGENCY are jointly and severally purchasing the advertising hereunder and acknowledges that any credit that has been extended by STATION has been extended on the basis of the credit and promise to pay of both AGENCY and ADVERTISER. AGENCY represents and warrants that it is authorized to bind the ADVERTISER and agrees that AGENCY and ADVERTISER shall be jointly and severally liable for the payments to be made under this agreement. Sequential liability is not accepted under any circumstance unless in writing by STATION management.

2. TERMINATION

- (a) Commercial announcements or programs of less than 5 minutes duration may be cancelled by STATION, AGENCY or ADVERTISER upon fourteen (14) days prior written notice, but no such cancellation shall be effective until fourteen (14) days after initial start of broadcasting hereunder otherwise stated on face of confirmation.
- (b) Programs of 5 minutes or longer duration may be cancelled by STATION, AGENCY or ADVERTISER upon twenty-eight (28) days prior notice, but no such cancellation shall be effective until twenty-eight (28) days after initial start of broadcasting hereunder unless otherwise stated on face of confirmation.
- (c) If AGENCY or ADVERTISER cancels contract, earned rates will apply. If STATION cancels contract, AGENCY or ADVERTISER shall have the benefit of the same discounts which it would have earned had it been allowed to complete the contract.

3. EXTENSIONS AND RENEWALS

Any extensions or renewals of this contract shall be subject to prior approval by STATION and shall be at the rates in effect at the time of said extension or renewal as set forth on STATION's then published rate card.

4. EFFECT OF BREACH

- (a) STATION reserves the right to terminate this contract upon default by AGENCY or ADVERTISER in the payment of bills or other material breach of the terms hereof at any time upon one day's notice. Upon such termination all charges for advertising completed hereunder and not paid shall become immediately due and payable. If STATION terminates by reason of AGENCY's or ADVERTISER's material breach, AGENCY's or ADVERTISER's liability shall be to pay not only for advertising completed hereunder prior to termination by STATION but for advertising to be completed thereafter under the contract, less only the STATION's actual cost savings realized on account of termination (such as fees to live talent that are cancellable at the time of termination of the contract).
- (b) In the event of material breach by STATION in performing this contract, AGENCY or ADVERTISER reserves the right to terminate this contract at any time upon one (1) day's prior notice. In no event shall STATION be liable or responsible for any incidental, special, consequential or punitive damages (including without limitation, lost profits, promotional costs or costs of other media) relating to the performance or breach of this Agreement whether arising in contract, tort or otherwise. STATION's total liability to AGENCY and/or ADVERTISER for any breach of or failure to perform this Agreement shall be limited to a refund of any amounts paid to STATION under this Agreement regardless of whether such liability arises in contract, tort or otherwise.
- (c) In case suit or action is instituted by STATION for the collection of any money owing hereunder or for enforcement of any of STATION's rights hereunder, AGENCY or ADVERTISER agrees to pay all costs and disbursements of said suit or action together with reasonable attorney's fees.

5. FAILURE TO BROADCAST

If for any reason there is an interruption or omission of any advertising contracted to be broadcast hereunder, STATION may suggest a substitute time period for the broadcast of the interrupted or omitted advertising. If no such substitute time period is acceptable to AGENCY or ADVERTISER, STATION shall allow AGENCY or ADVERTISER (1) with respect to a program, a pro rata reduction in the time and/or program charges hereunder in the amount of money assigned to the time and/or program charges at time of purchase, and (2) with respect to a commercial announcement, a reduction in the time charges equal to the amount of money assigned to the commercial announcement at time of purchase. AGENCY or ADVERTISER shall have the benefit of the same discounts which would have been earned if there had been no interruption or omission in the advertising. The foregoing shall be STATION's sole liability for any failure to broadcast a commercial announcement hereunder. IN NO EVENT SHALL STATION BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

6. SUBSTITUTION OF PROGRAMS OF PUBLIC SIGNIFICANCE

- (a) STATION shall have the right to cancel any purchased advertising or portion thereof covered by this contract in order to broadcast any program which, in its absolute discretion, it deems to be of public significance. In any such case, STATION will notify AGENCY or ADVERTISER in advance if reasonably possible, but where such notice cannot reasonably be given STATION will notify AGENCY or ADVERTISER within one (1) business day after such scheduled broadcast has been cancelled.
- (b) If AGENCY or ADVERTISER and STATION cannot agree upon a satisfactory substitute day and time, the broadcast time so preempted shall be deemed cancelled without affecting the rates, discounts, or rights provided under this contract, except that AGENCY or ADVERTISER shall not have to pay the cancelled STATION charges.

7. RATE CLASS CODES AND OTHER TERMS

- (a) The Rate Class Codes are as follows: F = Fixed, will run within designated day and day part; M = Moveable within the overall time parameters indicated without promise as to the specific placement or distribution therein; P = Preemptible, scheduled to run within the overall time parameters indicated subject to preemption for other business at the discretion of the STATION.
- (b) Any additional written terms and conditions contained in STATION's proposal or quotation, which are not inconsistent herewith, are hereby incorporated by reference.

8. PROGRAM AND COMMERCIAL MATERIAL

- (a) Unless otherwise noted on the face of this contract, all program material and all commercial announcements shall be furnished by STATION, excluding advertising announcement material, which shall be furnished by AGENCY or ADVERTISER. All expenses connected with the delivery of commercial announcements to STATION, and with return therefrom, if return is directed, shall be paid by AGENCY or ADVERTISER. In the event STATION furnishes or produces the commercial announcement, STATION shall own all rights to such announcement and the copy contained therein, including without limitation all copyrights, the creative concept contained therein, and the actual recording.
- (b) STATION will attempt to advise AGENCY or ADVERTISER by telephone or email if AGENCY or ADVERTISER furnished program or commercial material and scheduling instructions do not arrive 72 hours in advance of advertising date. If material and instructions do not arrive at the STATION within twenty-four (24) hours after STATION has notified the AGENCY or ADVERTISER, STATION may bill AGENCY or ADVERTISER (as the case may be) for the time reserved. STATION will exert all reasonable effort to broadcast material received from AGENCY or ADVERTISER despite late receipt.
- (c) If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes or for any other cause beyond AGENCY's or ADVERTISER'S control, AGENCY or ADVERTISER cannot provide commercial and/or program material prior to scheduled broadcast hereunder, AGENCY or ADVERTISER shall not be liable to STATION. In such event, STATION shall suggest a substitute day and time period for broadcast of said advertising and/or program material. If no such substitute day and time period is mutually agreed upon, STATION shall credit AGENCY or ADVERTISER for the time and/or program charges hereunder in the amount of money assigned to the time period and/or program at time of purchase. AGENCY or ADVERTISER shall have the benefit of the same discounts which would have been earned if the advertising announcement and/or program had been broadcast.
- (d) Advertising material provided by AGENCY and ADVERTISER is subject to approval and STATION may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality or content. In the event program material is unsatisfactory, STATION shall have the right to substitute its own program at no penalty to AGENCY or ADVERTISER. In the event the commercial material is unsatisfactory, STATION will attempt to notify AGENCY or ADVERTISER by telephone or email and unless AGENCY or ADVERTISER furnishes satisfactory material twenty-four (24) hours prior to broadcast time this contract may be terminated by either party without penalty to the other.
- (e) In the event STATION provides copy and/or production services to ADVERTISER all rights to such copy, production and any recordings thereof shall be and remain the sole and exclusive property of STATION and ADVERTISER's permitted use thereof shall be limited to advertising on the STATION.

9. ADVERTISING LIABILITIES

STATION agrees to hold and save AGENCY and ADVERTISER harmless against all liability resulting from the broadcast of (1) program material except program material furnished by AGENCY or ADVERTISER and (2) musical compositions licensed for broadcasting by a music licensing organization of which STATION is a licensee. AGENCY and ADVERTISER agree to hold and save STATION harmless against all liability resulting from the advertising material or program material furnished by AGENCY or ADVERTISER except musical compositions licensed as stated above.

10. NON-DISCRIMINATION POLICY

NONDISCRIMINATION POLICY: Station does not discriminate in advertising contracts on the basis of race or ethnicity, and will not accept any advertising which is intended to discriminate on the basis of race or ethnicity. ADVERTISER and/or AGENCY represents and warrants that it is not purchasing advertising time from Station that is intended to discriminate on the basis of race or ethnicity.

11. GENERAL

- (a) STATION shall exercise normal precautions in handling of property and mail but assumes no liability for loss of or damage to program or advertising material and other property furnished by AGENCY or ADVERTISER in connection with broadcasts hereunder. STATION will not accept or process mail, correspondence or telephone calls in connection with broadcasts except after prior approval.
- (b) This contract, including the rights under it, may not be assigned or transferred without first obtaining the consent of STATION in writing, nor may STATION be required to broadcast hereunder for the benefit of any advertiser other than the one named on the face contract. Failure of STATION or of AGENCY or ADVERTISER to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision.
- (c) STATION's obligations hereunder are subject to the terms and conditions of licenses held by it and to applicable federal, state and local laws and regulations.
- (d) This contract contains the entire agreement between the parties relating to the subject matter herein contained, and no change or modification of any of its terms and provisions shall be effective against any party unless the same is in writing signed by said party.
- (e) This agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument.
- (f) Any sales, use, gross receipts or similar taxes imposed as a result of this order shall be the responsibility of AGENCY and ADVERTISER. STATION may collect such tax in addition to the price of advertising hereunder.

