



# 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.

Produced and published by NAB's Legal department. Copyright 2020 National Association of Broadcasters.

Reproduction or publication of the contents, in whole or in part, without express permission is prohibited. No liability is assumed with respect to the use of the information contained herein.

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, Tyler Williams, 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: Tyler Williams

Agency name: FreedomWorks Inc

Address: 111 K St. NE Suite 600 Washington D.C. 20002

Contact: Tyler Williams

Phone number: 202-942-7632

Email: twilliams@freedomworks.org

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: FreedomWorks Inc

Address: 111 K St. NE Suite 600 Washington D.C. 20002

Contact: Tyler Williams

Phone number: 202-783-3870

Email: twilliams@freedomworks.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.):

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: Alexandria Ocasio-Cortez, Bernie Sanders

Office(s) sought by such candidate(s) (no acronyms or abbreviations): Member of the House of Representatives and President of the United States

Date of election: November 3rd, 2020

Clearly identify EVERY political matter of national importance referred to in the ad (no acronyms); use separate page if necessary:

N/A

Bills to ban hydraulic fracking in the United States, S.3247 and H.R.5857

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.

<b>Advertiser/Sponsor</b>	<b>Station Representative</b>
Signature: Tyler Williams <small>: Digitally signed by Tyler Williams Date: 2020.02.28 11:55:06 -05'00'</small>	Signature: <i>[Handwritten Signature]</i>
Name: Tyler Williams	Name: Courtney Kline
Date of Request to Purchase Ad Time:	Date of Station Agreement to Sell Time: 2/28/20

**TO BE COMPLETED BY STATION ONLY**

Ad submitted to station?  Yes  No Date ad received: 2-28-20

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 #: 184731	Station Call Letters: WIBX	Date Received/Requested: 2-28-20
Est. #:	Station Location: UTICA	Run Start and End Dates: 2-5-20 - 9/10/20

**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.

FreedomWorks Inc - Officers and Directors

Ted Abram  
111 K Street, NE # 600  
Washington, DC 20002

Paul Beckner  
111 K Street, NE # 600  
Washington, DC 20002

Joan Carter  
111 K Street, NE # 600  
Washington, DC 20002

Rob Lansing  
111 K Street, NE # 600  
Washington, DC 20002

Frank Sands, Sr.  
111 K Street, NE # 600  
Washington, DC 20002

Mary Albaugh  
111 K Street, NE # 600  
Washington, DC 20002

Adam Brandon  
111 K Street, NE # 600  
Washington, DC 20002

Tom Knudsen  
111 K Street, NE #600  
Washington, DC

Stephen Modzelewski  
111 K Street, NE # 600  
Washington, DC 20002

Richard Stephenson  
111 K Street, NE # 600  
Washington, DC 20002

Officers

Chairman:  
Vice-Chairman:  
Secretary (non-board member):  
Treasurer:  
Assistant Treasurer:

Joan Carter  
Betsy Albaugh  
Cleta Mitchell  
Betsy Albaugh  
Parissa Sedghi



# Contract Revision

Order #	Ver #	Rev #	# Wks	Page #
184731	1	1	29/31	1
Date	Time	Start	End	
2/5/20	4:13.33PM	2/3/20	9/6/20	
Advertiser	Product			
Freedom Works	Shapiro Radio 2020			
Salesperson	Salesperson Phone #			
Tim Warbington				
Sales Office	Agency Phone #			
Atlanta	(703)915-7288			
Demos				
P12+, A18+				
Survey				
Sp19 Sept 2019 DP_v1				

Rebecca Hagelin  
 Attn: Rebecca Hagelin  
 Rebecca Hagelin Marketing & Communicatio  
 PO Box 493  
 Placida, FL 33946

Line #	Vehicle	Days & Times	Dec 30	Jan 6	Jan 13	Jan 20	Jan 27	Feb 3	Feb 10	Feb 17	Feb 24	Mar 2	Mar 9	Mar 16	Mar 23	Mar	Total Units	Len	Avg Rtg	GRP	Avg Aud*	Gross Impr.*	% Dist	
1	The Ben Shapiro Show 2HR (grp) LIVE	Live Feed	0.0	0.0	0.0	0.0	0.0	0.2	0.0	0.4	0.3	0.3	0.3	0.3	0.3	0.3	21	60	0.1	2.3	302.5	6352.5	24.1	
Total Units																21							6352.5	
Total GRPs																2.3								

\*Note: Avg Aud and Gross Impressions are shown in thousands



# Contract Revision

Order # 184731	Ver # 1	Rev # 1	# Wks 29/31	Page # 2
Advertiser Freedom Works	Date 2/5/20	Time 4:13:33PM	Start 2/3/20	End 9/6/20
Salesperson Tim Warbington	Demos P12+, A18+			
Sales Office Atlanta	Agency Phone # (703)915-7288			
Salesperson Phone # Sp19 Sept 2019 DP_v1				

Rebecca Hagelin  
 Attn: Rebecca Hagelin  
 Rebecca Hagelin Marketing & Communicatio  
 PO Box 493  
 Placida, FL 33946

Line #	Vehicle	Days & Times	Mar 30	Apr 6	Apr 13	Apr 20	Apr 27	May 4	May 11	May 18	May 25	Jun 1	Jun 8	Jun 15	Jun 22	Jun	Total Units	Len	Avg Rtg	GRP	Avg Aud*	Gross Impr*	% Dist
1	The Ben Shapiro Show 2HR (grp) LIVE	Live Feed	3	3	3	3	3	3	3	3	3	3	3	3	3	3	39	60	0.1	4.2	302.5	11797.5	44.8
Total Units			39													39		4.2		11797.5			
Total GRPs			0.3													0.3		0.3		0.3			

\*Note: Avg Aud and Gross Impressions are shown in thousands



# Contract Revision

Order #	184731	Ver #	1	Rev #	1	# Wks	29/31	Page #	3
Advertiser	Freedom Works	Date	2/5/20	Time	4:13:33PM	Start	2/3/20	End	9/6/20
Product	Shapiro Radio 2020								
Salesperson	Tim Warbington	Demos	P12+, A18+						
Sales Office	Atlanta	Agency Phone #	(703)915-7288						
		Survey	Sp19 Sept 2019 DP_v1						

Rebecca Hagelin  
 Attn: Rebecca Hagelin  
 Rebecca Hagelin Marketing & Communicatio  
 PO Box 493  
 Placida, FL 33946

Line #	Vehicle	Days & Times	Jun 29	Jul 6	Jul 13	Jul 20	Jul 27	Aug 3	Aug 10	Aug 17	Aug 24	Aug 31	Sep 7	Sep 14	Sep 21	Total Units	Len	Avg Rtg	GRP	Avg Aud*	Gross Impr*	% Dist
1	The Ben Shapiro Show 2HR (grp) LIVE	Live Feed	3	3	3	3	3	3	3	3	3	3	3	3	3	27	60	0.1	2.9	302.5	8167.5	31.0
Total Units			27													2.9		8167.5				
Total GRPs			0.0													0.0		0.0		0.0		

\*Note: Avg Aud and Gross Impressions are shown in thousands





# Contract Revision

Rebecca Hagelin  
 Attn: Rebecca Hagelin  
 Rebecca Hagelin Marketing & Communicatio  
 PO Box 493  
 Placida, FL 33946

Advertiser	Product	Order #	Ver #	Rev #	# Wks	Page #
Freedom Works	Shapiro Radio 2020	184731	1	1	29/31	1
Salesperson	Salesperson Phone #	Date	Time	Start	End	
Tim Warbington	P12+, A18+	2/5/20	4:13:33PM	2/3/20	9/6/20	
Sales Office	Agency Phone #	Demos				
Atlanta	(703)915-7288	Survey	Sp19 Sept 2019 DP_v1			

Line #	Vehicle	Days & Times	Jun	Jul	Jul	Jul	Jul	Jul	Aug	Aug	Aug	Aug	Aug	Sep	Sep	Sep	Sep	Total Units	Avg Rtg	Avg GRP	Avg Aud*	Gross Impr*	% Dist	
			29	6	13	20	27	3	10	17	24	31	7	14	21									

\*Note: Avg Aud and Gross Impressions are shown in thousands



# Contract Summary Revision

Rebecca Hagelin  
 Attn: Rebecca Hagelin  
 Rebecca Hagelin Marketing & Communicatio  
 PO Box 493  
 Placida, FL 33946

Advertiser Freedom Works	Product Shapiro Radio 2020	Order # 184731	Ver # 1	Rev # 1	# Wks 29/31	Page # 1
Salesperson Tim Warbington	Salesperson Phone #	Date 2/5/20	Time 4:13:33PM	Start 2/3/20	End 9/6/20	
Sales Office Atlanta	Agency Phone # (703)915-7288	Demos P12+, A18+				
Survey Sp19 Sept 2019 DP_v1						

Vehicle	Total Units	Gross	GRP	CPP	Impressions*	CPM	% Distr	Surveys
---------	-------------	-------	-----	-----	--------------	-----	---------	---------

Agency represents and warrants it has the authority to make this purchase on behalf of the Advertiser listed on this order ("Advertiser") and accordingly, is responsible for prompt payment of all amounts due under this IO to WWO upon receipt of such payments from Advertiser. If Advertiser is more than 30 days overdue in paying Agency, Agency shall promptly inform Westwood One ("WWO") who shall have the right to contact Advertiser directly for payment. If payment in full has not been received from either Agency or Advertiser within 120 days of the due date, WWO reserves the right to impose interest equal to ten percent (10%) per annum on any overdue amount from the original due date until full payment is received by WWO. Agency and/or Advertiser, as applicable, shall be liable for all costs and expenses incurred by WWO in its collection efforts for amounts overdue by 120 days or more, including without limitation, attorney's fees and filing fees. If Agency fails to remit to WWO amounts Agency receives from the Advertiser, the principal owners of the Agency shall be personally liable for such unpaid amounts.

This Agreement shall, irrespective of the place of execution, be deemed to be a contract entered into and to be performed in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York without regard to any choice of law or conflicts of law principles. With respect to any dispute arising hereunder or any action, suit, or proceeding relating to this Agreement, Agency and/or Advertiser, as applicable, shall be subject to the exclusive jurisdiction of the Federal District Court for the Southern District of New York and the Courts of the State of New York in New York County and the Agency, on behalf of itself and Advertiser, waives any objection of venue in any of the aforesaid courts or any right to claim that any such court constitutes an inconvenient forum.

Ordering the inventory listed herein is your consent to these terms and conditions which shall supersede any other writing, understanding or document related to the subject matter hereof.

WESTWOODONE IS AN AFFIRMATIVE ACTION EMPLOYER. NONDISCRIMINATION POLICY: Westwood One 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 represents and warrants that Advertiser's purchase of advertising time from Westwood One is not intended to and will not discriminate on the basis of race or ethnicity.

Notwithstanding any other agreement to the contrary, Advertiser will indemnify, defend and hold Westwood One, its parent companies, subsidiaries, corporate affiliates and the directors, officers, employees, representatives, licensees and agents of the foregoing entities, harmless from and against any and all losses, liabilities, claims, damages and other expenses, including reasonable attorney's fees, arising out of third party claims relating to the commercials provided to Westwood One by Advertiser.

\*Note: Gross Impressions are shown in thousands



As some of you may have noticed the Democrats have gone completely insane.

It's not just their love of socialism or the fact that they want to trash America's economy, but it's the insane stuff they want to ban.

They want to ban everything from airplanes to plastic straws to red meat.

In fact, socialists Alexandria Ocasio-Cortez and Bernie Sanders are trying to ban hydraulic fracking in the United States, which would make it harder for countless Americans to heat their homes.

Thankfully, my friends over at FreedomWorks are fighting to stop them.

And if you'd like to help FreedomWorks do it please text Ben that's my name B E N to 4 1 4 9 0 and sign their petition right now.

If enacted AOC and Sanders' fracking ban would cause natural gas prices to spike by 400% and destroy over 14 million jobs.

To put that into perspective, their ban would cause more economic harm than the financial crisis, the housing bust, and the Great Recession combined.

That's why we've got to do everything we can to stop them.

And it's why I'm urging you to text BEN to 41490 and help FreedomWorks stop AOC and Sanders' assault on American energy by signing their petition today.