

# CANDIDATE ADVERTISEMENT AGREEMENT FORM

See **Order** for proposed schedule and charges. See **Invoice** for actual schedule and charges. I, Greg Smith, hereby request station time as follows:

IDENTIFY CANDIDATE TYPE 

<input type="checkbox"/>	FEDERAL CANDIDATE
<input checked="" type="checkbox"/>	STATE OR LOCAL CANDIDATE

## ALL QUESTIONS/BLOCKS MUST BE COMPLETED

Candidate name:  
Greg Smith

Authorized committee:  
Committee to Re-Elect Greg Smith

Agency requesting time (and contact information):  
 N/A

Candidate's political party:  
Republican

Office sought (no acronyms or abbreviations):  
Oregon House of Representatives, House District 57

Date of election:  General  Primary  
May 21, 2024

Treasurer of candidate's authorized committee:  
Greg Smith

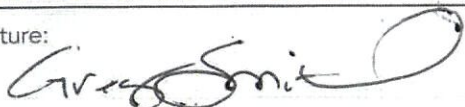

The undersigned represents that:

(1) the payment for the broadcast time requested has been furnished by (check one box below):

- the candidate listed above who is a legally qualified candidate, or
- the authorized committee of the legally qualified candidate listed above;

- (2) this station is authorized to announce the time as paid for by such person or entity; and
- (3) this station has disclosed its political advertising policies, including applicable classes and rates, discount, promotion and other sales practices (not applicable to federal candidates).

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

Candidate/Committee/Agency	Station Representative
Signature: 	Signature: 
Name: Greg Smith	Name: David McCarthy
Date of Request to Purchase Ad Time: 04/23/24	Date of Station Agreement to Sell Time: 04/23/24

**Federal Candidate Certification:**

The undersigned hereby certifies that the broadcast matter to be aired pursuant to this disclosure either (1) does not refer to an opposing candidate or, if it does, (2) contains a clearly identifiable photograph or similar image of the candidate for a duration of at least four seconds and a simultaneously displayed printed statement identifying the candidate, that the candidate approved the broadcast and that the candidate and/or the candidate's authorized committee paid for the broadcast or if radio programming, contains a personal audio statement by the candidate that identifies the candidate, the office being sought and that the candidate has approved the broadcast.

**Candidate/Authorized Committee/Agency**

Signature:

Name:

Date:

**TO BE COMPLETED BY STATION ONLY**

Ad submitted to Station?  Yes  No Date ad received: 4/23/24

**Note: Must have separate PB-19 Forms for each version of the ad (i.e., for every ad with differing copy).**

Federal candidate certification signed (above):  Yes  No  N/A

Disposition:

- Accepted
- Accepted IN PART (e.g., ad copy not yet received to determine sponsor ID)\*
- Rejected – provide reason:

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

Date and nature of follow-ups, if any (e.g., insufficient sponsor ID tag):

Contract #: <u>CON-HER-DM-1991</u>	Station Call Letters: <u>KOHU-AM / KQFM-FM</u>	Date Received/Requested: <u>4/29/24</u>
Est. #:	Station Location: <u>Hermiston, OR</u>	Run Start and End Dates: <u>05/1/24 - 5/21/24</u>

Upload order, this form and invoice (or traffic system print-out) or other documents 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 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.

Contract



Contract #: CON-HER-DM-1991  
PO/Estimate #: PROP-DM-88  
Product: Rate/Volume Agreement  
Type: Political  
Flight: 05-01-2024 - 05-21-2024  
04-23-2024  
RE-ELECT GREG SMITH

93.7 FM The Q & AM 1360 KOHU

David McCarthy  
(509) 944-6026  
PO BOX 145  
Hemiston OR  
US 97838  
dmccarthy@westendradiogroup.com

COMMITTEE TO RE-ELECT GREG SMITH

No Address

Description	Run Dates	Cost	Calendar Month	Spots
Custom package / #1	05-01-2024 to 05-21-2024	Based on Rate & Volume		200
<b>Media Outlets:</b> 93.7 FM The Q & AM 1360 KOHU				

W/C 04-29-2024				Mon	Tue	Wed	Thu	Fri	Sat	Sun		
Daypart	Type	Length	Rate	04/29	04/30	05/01	05/02	05/03	05/04	05/05	Units	Cost
Each station 6am - Mdnight	POLITICAL (Candidate)	30sec	\$5.00	0	0	5	5	5	5	0	20	\$100.00
<b>Total per station</b>											20	\$100.00
<b>Week total</b>											40	\$200.00

W/C 05-06-2024				Mon	Tue	Wed	Thu	Fri	Sat	Sun		
Daypart	Type	Length	Rate	05/06	05/07	05/08	05/09	05/10	05/11	05/12	Units	Cost
Each station 6am - Mdnight	POLITICAL (Candidate)	30sec	\$5.00	5	5	5	5	5	5	5	35	\$175.00
<b>Total per station</b>											35	\$175.00
<b>Week total</b>											70	\$350.00

W/C 05-13-2024				Mon	Tue	Wed	Thu	Fri	Sat	Sun		
Daypart	Type	Length	Rate	05/13	05/14	05/15	05/16	05/17	05/18	05/19	Units	Cost
Each station 6am - Mdnight	POLITICAL (Candidate)	30sec	\$5.00	5	5	5	5	5	5	5	35	\$175.00
<b>Total per station</b>											35	\$175.00
<b>Week total</b>											70	\$350.00

W/C 05-20-2024				Mon	Tue	Wed	Thu	Fri	Sat	Sun		
Daypart	Type	Length	Rate	05/20	05/21	05/22	05/23	05/24	05/25	05/26	Units	Cost
Each station 6am - Mdnight	POLITICAL (Candidate)	30sec	\$5.00	5	5	0	0	0	0	0	10	\$50.00
<b>Total per station</b>											10	\$50.00
<b>Week total</b>											20	\$100.00

**Total Spots** 200  
**Total** \$1,000.00

Amounts quoted are in USD

**Projected Billing (USD)**

**May, 2024** \$1,000.00

**Projected Billing By Media Outlet (USD)**

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May, 2024

\$500.00

**Authority to Proceed**

The advertiser placing advertising covered by this contract (hereinafter called ADVERTISER) and the station accepting this contract (hereinafter called STATION) hereby agree that this contract shall be covered by the following conditions.

**1. PAYMENT & BILLING**

(a) ADVERTISER agrees to pay, and STATION agrees to hold ADVERTISER liable for payment for broadcasts covered by this contract unless expressly otherwise agreed in writing.

(b) ADVERTISER agrees to pay for broadcasts covered by the contract on or before the 12th day of the month following that in which the broadcasting is done unless stipulated on the face of this contract.

(c) STATION will bill ADVERTISER at monthly intervals unless otherwise stipulated on the face of this contract.

(d) ADVERTISER agrees that in the event payment is not received by the STATION on or before the last day of the month following the month in which the broadcasting is done, 2% interest per month (24% annual rate) will be paid to the STATION on the unpaid balance.

**2. BREACH OF CONTRACT**

(a) STATION reserves the right to cancel without notice this contract at any time upon default by the ADVERTISER in the payment of bills, or other material breach on the part of the ADVERTISER of any of the conditions herein; and upon such cancellation all broadcasting done hereunder and not paid shall become immediately due and payable.

**3. TERMINATION**

(a) Contract may be terminated by either party by giving 30 days written notice.

(b) If ADVERTISER so terminated this contract, it will pay STATION at earned rate according to STATION'S rate card on which the contract is based. If STATION terminates this contract, ADVERTISER will then either agree to STATION on a satisfactory substitute or, if no such agreement can be reached, ADVERTISER will pay STATION according to the rates specified herein for all broadcasts previously rendered by STATION. In the event of termination hereunder, neither party shall be liable to the other party.

**4. GENERAL**

(a) This contract is subject to the terms of licenses held by the STATION and is subject also to all Federal, State, and Municipal laws and regulations of the Federal Communications Commission.

(b) In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sums as the Court may adjudge to be reasonable for attorney's fees at trial or appeal, in addition to all sums provided by law.

(c) 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 STATION be required to broadcast hereunder for the benefit of any other advertiser than the one named on the face of the contract. Failure of STATION or ADVERTISER to enforce any of the provisions herein shall not be construed as a general relinquishment of waiver as to that or any provision.

(d) Advertising Sales Agreements with KOHU & The Q do not discriminate on the bases of race or ethnicity.

✓ Success This Contract was signed by DM on 2:21 pm.

DM

2:21 pm