

AGREEMENT FORM FOR NON-CANDIDATE/ISSUE ADVERTISEMENTS

Station and Location: KZZO-FM Sacramento	Date: 8/5/2016
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I, BlueWest Media
do hereby request station time concerning the following issue:

Climate Action

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
SEE ATTACHED SCHEDULE					
Date of First Broadcast:			Date of Last Broadcast:		
Saturday, August 6, 2016			Sunday, August 14, 2016		

This broadcast time will be used by: NextGen Climate Action

**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):

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

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):

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):

NextGen Climate Action

111 Sutter Street 10th Floor, San Francisco, CA 94104

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):

Chris Fadeff *chief financial officer*

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 3 before the time of the scheduled broadcasts.

TO BE SIGNED BY ISSUE ADVERTISER (SPONSOR)

Friday, August 5, 2016

Date

Mary White

Signature

720-370-7700

Contact Phone Number

TO BE SIGNED BY STATION REPRESENTATIVE

Accepted

Accepted in Part

Rejected

Kasey Petritsida

Signature

Kasey Petritsida

Printed Name

Account Executive

Title

AGREED UPON SCHEDULE

For All Issue Advertisements That Communicate a Message Relating to Any Political Matter of National Importance

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

Attach proposed schedule with charges (if available):

AFTER AIRING OF BROADCASTS:

Attach invoices or Schedule Run Summary to this Form showing:

- (1) actual air time and charges for each spot;
- (2) the date(s), exact time(s) and reason(s) for Make-Good(s), if any; and
- (3) the amount of rebates given (identify exact date, time, class of broadcast and dollar amount for each rebate), if any.

Note: Because the FCC requires that the political file contain the actual time the rate for spots "communicating a political matter of national importance" air, that information should be included in the file as soon as possible. If that information is only generated monthly, the file should include the name of a contact person who can provide the times that and rates for specific spots aired. The FCC's online political files include a folder for "Terms and Disclosures." NAB suggests that, for stations subject to the online public file rule, the names of contact person(s) be placed in that folder.



Contract 1816-13218-2

Date: 08/06/16 thru 08/14/16

Page 1
Date Printed
08/05/16

KZZO-FM
280 Commerce Circle
Sacramento, CA 95815

With:
BLUEWEST MEDIA (354131)
5130 E 18th Ave
Denver, CO 80220-1318

On Behalf of:
NEXTGEN CLIMATE (363176)
351 California St Ste 1200
San Francisco, CA 94104-2416

Sales Person: Kasey Petritsch	Contact:	Product Desc: Climate Action
Sales Office: KNCI-FM (local)	CPE: //284	EC Number:

CBS Radio Standard Terms and Conditions for advertising shall apply.

NONDISCRIMINATION POLICY: CBS Radio and its Stations do 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 it is not purchasing time from CBS Radio or its Stations that is intended to discriminate on the basis of race or ethnicity.

Item	Days M T W T F S S	Spots Pwk	Time From To	Length	Effective Dates	Programs	Total Bdcst.	Unit Rate	Total Value
1	- - - - - 2 -	2	06:00A 07:00P	60s	08/06/16 - 08/06/16		2	75.00	150.00
2	- - - - - 2	2	06:00A 07:00P	60s	08/07/16 - 08/07/16		2	75.00	150.00
3	3 3 3 3 3 - -	15	06:00A 10:00A	60s	08/08/16 - 08/12/16		15	200.00	3,000.00
4	2 2 2 2 3 - -	11	10:00A 03:00P	60s	08/08/16 - 08/12/16		11	200.00	2,200.00
5	3 3 3 3 3 - -	15	03:00P 07:00P	60s	08/08/16 - 08/12/16		15	200.00	3,000.00
6	2 1 2 1 2 - -	8	07:00P 12:00M	60s	08/08/16 - 08/12/16		8	75.00	600.00
7	- - - - - 3 2	5	06:00A 07:00P	60s	08/13/16 - 08/14/16		5	75.00	375.00
Item Totals:							58		9,475.00
Minus 15.00% Commission:									1,421.25
Net Item Totals:									8,053.75

Contract Totals

Contract Section	Spots	Gross Amt	Commission Amt	Net Amt
Spot Buy Lines	58	9,475.00	1,421.25	8,053.75
Contract Totals:	58	9,475.00	1,421.25	8,053.75

Gross Broadcast Billing Summary

	Jul	Aug	Sep	Total
Qtr 3-16	0.00	9,475.00	0.00	9,475.00
Grand Totals:				9,475.00

Accept by Agency	As Agent for (Advertiser)	Accepted by Station
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Conditions on the last page of this contract and any attachments hereto are an integral part of this Agreement. If this contract is with an Advertiser, references to Agency apply to Advertiser, except no commission will be allowed to Advertiser.

STANDARD TERMS AND CONDITIONS

The organization (advertising agency, media buying service or other client representative) contracting for broadcast time covered by this contract (hereinafter called "AGENCY") and the station accepting this contract (hereinafter called "STATION") hereby agree that this contract shall be governed by the terms and conditions hereof.

1. PAYMENT AND BILLING.

- (a) STATION will, from time to time at intervals following broadcasts hereunder, bill AGENCY on behalf of Advertiser. AGENCY shall deliver payment to STATION at the address on the invoice within 15 days of the date of the invoice.
(b) Any time of terrestrial radio broadcast on an invoice shall be accurate within 15 minutes. Any invoice identifying commercial announcements and their date and time of broadcasts, when sworn to by STATION, shall constitute an affidavit of performance or proof-of-performance. All invoices shall be deemed to be correct unless proven otherwise.
(c) In the event that payment on any contract becomes past due and STATION in its sole discretion refers the contract to a collection agency or attorney for collection, the discount accorded to AGENCY under this contract will become null and void.
(d) STATION is entitled to the maximum interest allowable by law on any past due balance.
(e) In the event that STATION, in its sole discretion, refers the contract to a collection agency or attorney for collection, AGENCY will be responsible for all costs, including, but not limited to, reasonable attorney's fees and costs and court costs, incurred.
(f) Notwithstanding to whom invoices are rendered, AGENCY and Advertiser, jointly and severally, shall remain obligated to pay to STATION the amount of any invoices rendered by STATION within the time specified and until payment in full is received by STATION. Payment by Advertiser to AGENCY shall not constitute payment to STATION.
(g) In the event any commercial announcements under this contract are purchased pursuant to a cooperative advertising arrangement, AGENCY is acknowledged to be the agent of the source of the cooperative advertising funds (hereinafter called "Vendor") and Vendor shall be jointly and severally liable with AGENCY and Advertiser for payment in full of the entire cost of said announcements within the time specified and until payment in full is received by STATION. Payment by Vendor to AGENCY or Advertiser shall not constitute payment to STATION.

2. TERMINATION.

- (a) Unless otherwise specified on the face hereof or other written agreement between STATION and AGENCY, commercial announcements or programs may be canceled by STATION or AGENCY upon 14 days prior notice (or where this contract covers broadcast of programs or sponsorship or partial sponsorship of program(s) upon at least 28 days prior notice), but no such cancellation shall be effective until 14 days after start of broadcasting hereunder (or where this contract covers broadcast of programs or sponsorship or partial sponsorship of program(s) until at least 28 days after start of broadcasting hereunder).
(b) If AGENCY cancels the contract, earned rates will apply. If STATION cancels contract, AGENCY shall have the benefit of the same discounts which it would have earned had it been allowed to complete the contract.

3. EFFECT OF BREACH.

- (a) STATION reserves the right to cancel this contract upon default by AGENCY in the payment of bills or other material breach of the terms hereof at any time upon prior notice. Upon such cancellation, all charges for broadcasts completed hereunder and not paid shall become immediately due and payable and AGENCY shall also pay, as liquidated damages, a sum equal to (i) the amount that AGENCY would have been obligated to pay hereunder if, on the date on which STATION gives such notice of termination, AGENCY had given notice of termination pursuant to Paragraph 2a hereof at the earliest date permitted thereunder and (ii) the actual, not-cancelable out-of-pocket costs necessarily incurred by AGENCY through the date of such termination.
(b) In the event of a material breach by STATION in performing this contract, AGENCY reserves the right to cancel this contract at any time upon prior notice. STATION shall pay as liquidated damages, a sum equal to the lesser of the following: (i) the actual, not-cancelable out-of-pocket costs necessarily incurred by AGENCY through the date of such termination; or (ii) the total which would be due to STATION hereunder if, on the date on which AGENCY gives notice of cancellation STATION had given notice of termination pursuant to Paragraph 2(a) hereof effective at the earliest date permitted thereunder.

4. FAILURE TO BROADCAST.

- (a) If, due to public emergency or necessity, force majeure, restriction imposed by law, act of God, mechanical or electrical breakdown, labor dispute or for other similar or dissimilar cause beyond STATION'S control, STATION fails to make a broadcast as required hereunder, STATION shall not be in breach of this contract. STATION may suggest a substitute time period for the broadcast of the interrupted or omitted commercial announcement or program. If STATION does not suggest a substitute time period or if no such substitute time period is acceptable to AGENCY, the time charges allocable to the omitted broadcast shall be waived. If a material part, but not all, of a scheduled broadcast is omitted, the time charges relating thereto shall be appropriately reduced. AGENCY shall have the benefit of the same discounts which would have been earned if there had been no interruption or omission of the broadcast. STATION shall have no other liability to AGENCY as a result of any interruption or omission.
(b) STATION'S obligations hereunder are subject to licenses held by it and to applicable federal, state and local laws and regulations.

5. SUBSTITUTION OF PROGRAMS OF PUBLIC SIGNIFICANCE.

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

6. PACKAGE AND PREEMPTIBLE SPOTS

Notwithstanding the provisions of Paragraphs 4 or 5 hereof, if the omitted or preempted commercial announcement was purchased as part of a package or at a preemptible rate, STATION may preempt for any reason whatsoever and in all events AGENCY shall continue to pay the full charge (no credit or refund will be given), but AGENCY shall be provided another announcement at a substitute date and time reasonably consistent with those dates and times permitted by the terms of the package buy or preemptible rate.

7. PROGRAM AND COMMERCIAL MATERIAL

- (a) Unless otherwise noted on the face of this contract or other written agreement between STATION and AGENCY, all program material excluding commercial announcements, shall be furnished by STATION and all commercial announcement material shall be furnished by AGENCY. If prior to the first schedule broadcast AGENCY so requests, STATION shall return AGENCY material to AGENCY at the end of the scheduled run. If AGENCY does not so request, STATION shall have the right, but not the obligation, to dispose of such material. All expenses connected with the delivery of material to be provided by AGENCY to STATION, and with return to AGENCY from STATION, if return is directed, shall be paid by AGENCY.
(b) All commercial and program materials shall be furnished by AGENCY and delivered to STATION at AGENCY'S sole cost and expense. AGENCY shall deliver all materials, including scheduling instructions, no later than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. STATION is required to advise AGENCY by telephone or teletype if such materials do not so arrive. If such materials do not arrive at STATION within 24 hours after STATION has notified AGENCY, STATION may bill AGENCY and AGENCY shall be liable for the time reserved.
(c) Program and commercial material provided by AGENCY is subject to STATION approval and STATION, in its sole discretion, may exercise a continuing right to reject such material, including without limitation, a right to reject for unsatisfactory technical quality. In the event the material is unsatisfactory, STATION shall notify AGENCY by telephone or teletype and unless AGENCY furnishes satisfactory material 24 hours in advance of broadcast, STATION shall have the right to substitute its own program or commercial material with no liability of STATION to AGENCY. AGENCY shall also pay, as liquidated damages, the amount that AGENCY would have been obligated to pay hereunder if, on the date the rejected material was scheduled to run, AGENCY had given notice termination pursuant to Paragraph 2a hereof at the earliest date permitted thereunder.

8. BROADCAST LIABILITIES

STATION agrees to indemnify and hold harmless AGENCY and Advertiser and their affiliated entities and their officers, directors, employees and assigns against all liability resulting from or relating to the broadcast of (1) program material except program material furnished by AGENCY and (2) musical compositions licensed for public performance by a music licensing organization of which STATION is a licensee. AGENCY represents and warrants that it controls all other necessary analog and/or digital reproduction and performance rights to programs and commercial materials provided by it. AGENCY agrees to indemnify and hold harmless STATION and its affiliated entities and their officers, directors, employees, licensees and assigns against all liability resulting from or relating to the broadcast of commercial material or program material furnished by AGENCY or Advertiser except musical compositions licensed as stated above. The indemnified party will promptly notify the indemnifying party of any claim or litigation to which the indemnity set forth herein applies. STATION may assume the defense of any such claim or litigation against AGENCY and STATION may require AGENCY to assume the defense of any such claim or litigation against STATION, in which event the indemnifying party's obligation with respect thereto shall be limited to the payment of any judgment or settlement approved by the indemnifying party. No settlement requiring STATION to make any (i) monetary payment or (ii) admission will be entered into regarding any claim unless and until approved in writing by STATION. The provisions of this paragraph shall survive the termination or expiration of this contract.

9. NONDISCRIMINATION STATEMENT.

CBS Radio and its stations do 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 it is not purchasing time from CBS Radio or its stations that is intended to discriminate on the basis of race or ethnicity.

10. INTERNET ADVERTISING.

To the extent this contract includes advertising on the STATION'S website or in the internet stream of the STATION'S programming or on the player through which such streaming occurs, such advertising shall be governed by the AAAA/IAB Standard Terms and Conditions for Internet Advertising Version 3.0.

11. GENERAL.

- (a) STATION shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commercial material furnished by AGENCY in connection with broadcasts hereunder.
(b) STATION shall have the right to retransmit or authorize the retransmission of STATION'S signal, including, without limitation, the commercial announcements and programs covered by this contract, by any means now known or hereafter developed.
(c) AGENCY may not assign or transfer this contract or the rights hereunder without the prior written consent of STATION. STATION shall not be required to broadcast hereunder for the benefit of any other Advertiser than the one named on the face of this contract. Failure of a party to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision.
(d) STATION'S obligations hereunder are subject to licenses held by it and to applicable federal, state and local laws and regulations.
(e) 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 unless made in writing and signed by both parties.
(f) This contract shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts entered into and to be wholly performed in said State. AGENCY, Advertiser and Vendor hereby consent to the non-exclusive jurisdiction of the federal and state courts located in the State of New York and the State in which STATION'S community of license is located.
(g) Except as otherwise specifically provided herein, all notices shall be in writing and shall be given by personal delivery or nationally recognized overnight courier service (prepaid), at the respective addresses set forth on the face hereof, or such other address or addresses as may be designated by either party.

Table with 3 columns: Accept by Agency, As Agent for (Advertiser), Accepted by Station

Conditions on the last page of this contract and any attachments hereto are an integral part of this Agreement. If this contract is with an Advertiser, references to Agency apply to Advertiser, except no commission will be allowed to Advertiser.

Order Item Summary



KZZO-FM

Order#: 13218	CF	LOC-Cash-Political	Start - End: 8/6/2016 - 8/14/2016	HL#:	Created: 08/05/2016 02:15 P
Advertiser: NEXTGEN CLIMATE (363176)	351 California St Ste 1200 San Francisco, CA 94104-2416		Alt Ord Id:	Print Invoice Locally: N	Updated:
Agency: BLUEWEST MEDIA (354131)	5130 E 18th Ave Denver, CO 80220-1318		CPE: -/284	Co-op Invoice: N	Confirmed: 08/05/2016 02:31 P
AE: Kasey Petritsch (KNCI-FM)			Product: Climate Action	Do Not Mail Invoice: N	Contract: 08/05/2016 02:52 P
Buyer:			Demo: HHOLDS DMA RTG	Apply Taxes: N	Billing Int: Normal
			Agency Commission: 15%	Notarize Invoice: N	Billing Mth: Item Rate
			Self Protection Intr: :30:00	Print Affidavit: N	Comm Cat: Standard
				Print Sub Invoice: N	Supress Rates: N
				Notarize Sub Invoice: N	Schedule Code: C

Tags: New Self-generated Agency Spot, Political/Issue

Item	Time Class	Eligible Days	BreakType	Product Category Commission Catg.	Dur	SC	Self Pr	HHOLDS	Rate	Spots	Total	NRate A/G	LC
001	CF 6:00:00-19:00:00	0 0 0 0 2 0	WKND	Airtime (Broadcast) Standard	60	A	:25:00	0.00	\$75.00	2	\$150.00	\$75.00	

<u>Start</u>	<u>End</u>	<u>Aug 01</u>
08/06/16	08/06/16	2

Item	Time Class	Eligible Days	BreakType	Product Category Commission Catg.	Dur	SC	Self Pr	HHOLDS	Rate	Spots	Total	NRate A/G	LC
002	CF 6:00:00-19:00:00	0 0 0 0 0 2	WKND	Airtime (Broadcast) Standard	60	A	:25:00	0.00	\$75.00	2	\$150.00	\$75.00	

<u>Start</u>	<u>End</u>	<u>Aug 01</u>
08/07/16	08/07/16	2

Item	Time Class	Eligible Days	BreakType	Product Category Commission Catg.	Dur	SC	Self Pr	HHOLDS	Rate	Spots	Total	NRate A/G	LC
003	CF 6:00:00-10:00:00	3 3 3 3 3 0 0	MORN	Airtime (Broadcast) Standard	60	A	:25:00	0.00	\$200.00	15	\$3,000.00	\$200.00	

<u>Start</u>	<u>End</u>	<u>Aug 08</u>
08/08/16	08/12/16	15

Item	Time Class	Eligible Days	BreakType	Product Category Commission Catg.	Dur	SC	Self Pr	HHOLDS	Rate	Spots	Total	NRate A/G	LC
004	CF 10:00:00-15:00:00	2 2 2 2 3 0 0	MID	Airtime (Broadcast) Standard	60	A	:25:00	0.00	\$200.00	11	\$2,200.00	\$200.00	

<u>Start</u>	<u>End</u>	<u>Aug 08</u>
08/08/16	08/12/16	11

Item	Time Class	Eligible Days	BreakType	Product Category Commission Catg.	Dur	SC	Self Pr	HHOLDS	Rate	Spots	Total	NRate A/G	LC
005	CF 15:00:00-19:00:00	3 3 3 3 3 0 0	AFTN	Airtime (Broadcast) Standard	60	A	:25:00	0.00	\$200.00	15	\$3,000.00	\$200.00	

<u>Start</u>	<u>End</u>	<u>Aug 08</u>
08/08/16	08/12/16	15

Item	Time Class	Eligible Days	BreakType	Product Category Commission Catg.	Dur	SC	Self Pr	HHOLDS	Rate	Spots	Total	NRate A/G	LC
006	CF 19:00:00-24:00:00	2 1 2 1 2 0 0	EVE	Airtime (Broadcast) Standard	60	A	:25:00	0.00	\$75.00	8	\$600.00	\$75.00	

<u>Start</u>	<u>End</u>	<u>Aug 08</u>
08/08/16	08/12/16	8

Item	Time Class	Eligible Days	BreakType	Product Category Commission Catg.	Dur	SC	Self Pr	HHOLDS	Rate	Spots	Total	NRate A/G	LC
007	CF 6:00:00-19:00:00	0 0 0 0 0 3 2	WKND	Airtime (Broadcast) Standard	60	A	:30:00	0.00	\$75.00	5	\$375.00	\$75.00	

<u>Start</u>	<u>End</u>	<u>Aug 08</u>
08/13/16	08/14/16	5

Confirmed Broadcast Buyline Summary

Q3 2016	Aug	
	Spots	Revenue
Total	58	\$9,475.00
Credited	0	\$0.00

Order Summary

	Confirmed		
	Quantity	Gross Amount	Net Amount
Broadcast Buy Lines	58	\$9,475.00	\$8,053.75
Ancillary Buy Lines	0	\$0.00	\$0.00
Installment Schedule	0	\$0.00	\$0.00
Total	58	\$9,475.00	\$8,053.75