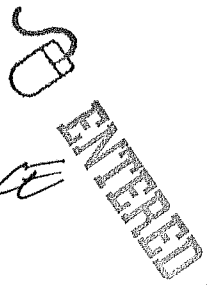


KCLQ Order # 16819

BROADCAST ORDER



Order Date: 10-18-18

Client: JO MCELWEE FOR CIRCUIT WORK

CASH IN ADVANCE

Agency: _____

TRADE

(If Applicable) _____

COOP - PRODUCT _____

Address: _____

CALENDAR BILLING

Bus. Phone: _____

BROADCAST BILLING

E-Mail Address: _____

NET RATES

Buyer's Full Name: MICHAEL FEEDBACK

GROSS RATES - DISCOUNT _____

Account Manager: DAN

AFFIDAVIT REQUIRED

1 The representative of Advertiser/Agency, by signing below, expressly agrees he/she is authorized to enter into this Agreement with Brass Monkey Media and further understands and agrees that his/her signature binds the Advertiser/Agency named herein, whether that entity be a sole proprietorship, partnership, limited liability company, for-profit corporation or non-for-profit corporation as well as himself/herself personally and individually, for all contractual obligations and payments and sums due hereunder.

2 The Advertiser/Agency shall be responsible for all payments described herein for any broadcast run by Brass Monkey Media on behalf of Advertiser/Agency, except those expressly cancelled by Advertiser/Agency in writing, prior to the broadcast, in a timely manner sufficient for Brass Monkey Media to honor said cancellation, as determined by Brass Monkey Media. Advertiser/Agency shall pay for all broadcasts not cancelled as described herein.

3 All accounts shall be paid prior to broadcast in cash, unless other payment arrangements are approved in writing by Brass Monkey Media. Should Brass Monkey media agree to accept monthly payments or other arrangements on any given account, all such payments shall be due upon receipt of a billing statement from Brass Monkey Media.

4 If Brass Monkey Media has approved payment by billing statement, and if any balance is past due, the account will be subject to the following finance charges: In the event payment is not made within thirty (30) days after the date of billing, any remaining balance shall be subject to a 1.5% monthly finance charge (18% per annum).

5 The making of payments at the times they respectively fall due shall be considered as "of the essence" in this Agreement. If Advertiser/Agency fails to timely pay, or if Advertiser/Agency otherwise fails to meet its/their contractual obligations, Brass Monkey Media shall have the right to cancel the contract, and to declare due the entire amount unpaid, as well as seek enforcement of its other rights under this Agreement or other remedies permitted by law. Exercise of these remedies shall not limit Brass Monkey Media's right to exercise any other remedy that it may have or which is contained in this Agreement.

6 All Advertisements for Advertiser/Agency that are not created by Brass Monkey Media, shall be approved by Brass Monkey Media prior to broadcast. In the event that advertisement(s) are created by Brass Monkey Media, Advertiser/Agency will have an opportunity to listen to and approve the advertisement(s), subject to the following conditions:

a. Advertiser/Agency must provide Brass Monkey Media with a telephone number or numbers and an e-mail address(s) where persons with approval authority can be reached to discuss advertisement. Advertiser/Agency shall make such persons(s) available to make changes and approve advertisement(s) in a timely manner as determined by Brass Monkey Media, adequate time to make changes and/or receive approval before broadcast begins.

b. If Advertiser/Agency or its employees/agents do not actually communicate with Brass Monkey Media in a timely manner, Brass Monkey Media, after reasonable efforts to contact Advertiser/Agency, may, as its sole discretion, either broadcast the advertisement(s) without further approval, or choose not to broadcast said advertisement(s).

7 If Advertiser/Agency shall default in its their performance under this Agreement, or shall fail to make payment as set forth herein, which default or lack of payment results in the expenditure of costs and/or attorney's fees by Brass Monkey Media to enforce the terms of this Agreement or to recover damages for breach of this Agreement, Brass Monkey Media shall receive its reasonable and actually incurred costs, including collection fees, attorney's fees and court costs, in addition to any other damages recovered.

8 The Schedule for this Agreement is as follows:

6/DAY, 10/29-11/1
10/DAY, 11/2 & 11/6
44 TOTAL ADS @ \$3 each (24HR)

# ADS	Dollar Amt
KCLQ-FM: <u>44</u>	\$ <u>132</u>
KLWT-AM:	\$
Grand Total:	\$ <u>132</u>
Package Total:	

9 This Agreement is subject to all federal, state and municipal laws and regulations now in effect, or which may be enacted in the future.

BY SIGNING BELOW, ADVERTISER/AGENCY AND THE INDIVIDUAL AFFIXING HIS/HER NAME HERETO ACKNOWLEDGES THAT HE/SHE HAS READ THIS ENTIRE BROADCAST ORDER AGREEMENT, UNDERSTANDS IT, AND AGREES TO ACCEPT ITS TERMS AND CONDITIONS.

BY: [Signature]

ADVERTISER/AGENCY

BY: [Signature]
Authorized Representative

RATE APPROVAL: _____

DATE: 10/18/18

Dan Caldwell

From: media@lookoutpointconsultants.com
Sent: Thursday, October 18, 2018 8:43 AM
To: Dan Caldwell
Subject: RE: Political spots

4x6=24

Dan. I need slots for Circuit Clerk Jo McElwee's spots. I need 6 per 24 (\$3) Monday Oct 29 thru Thurs Nov 1. I want 10 per 24 Friday Nov 2 and Monday Nov 5. I'll need whatever paperwork is required and a total for the check. The three attached spots can run in rotation. Thanks for your help. Please confirm

20

44
x3

\$132

Michael Feeback

Lookout Point Consultants Ilc

----- Original Message -----

Subject: RE: Political spots
From: "Dan Caldwell" <dan@kclq.com>
Date: Wed, October 10, 2018 9:13 am
To: "Michael Feeback" <media@lookoutpointconsultants.com>

You ran \$3 - 30 second ads last time. They are 24 hour rotaters that are divided equally into 6 hour blocks.

-----Original Message-----

From: Michael Feeback [mailto:media@lookoutpointconsultants.com]
Sent: Wednesday, October 10, 2018 9:41 AM
To: Dan Caldwell
Subject: Re: Political spots

And they are? I'm out of office

Sent from my iPhone

> On Oct 10, 2018, at 8:00 AM, Dan Caldwell <dan@kclq.com> wrote:

>
> Michael;
>
> Rates are the same.
>
> Thank you,
>
> Dan

> -----Original Message-----

> From: Michael Feeback [mailto:media@lookoutpointconsultants.com]
> Sent: Wednesday, October 10, 2018 6:59 AM
> To: dan@kclq.com
> Subject: Political spots

Candidate Agreement Form For Political Advertisements

Station and Location: KCLQ LEBAND/LAKE OF THE OZARKS MISSOURI

Date: 10/18, 2018

I, Jo McElwée,

[check one:] being

on behalf of: _____,

a legally qualified candidate of the Republican political party

for the office of Circuit Clerk

in the General election to be held on Nov 6, ~~2004~~ 2018

do hereby request station time as follows:

Date of Broadcast	Class of Time	Time of Day, Rotation or Package	Length	Rate
10/29	24 Hour	EVEN ROTATION	:30	#3
10/30	"	"	"	"
10/31	"	"	"	"
11/1	"	"	"	"
11/5	"	"	"	"
11/2	"	"	"	"

I represent that the candidate named above has authorized the announcements ordered above to be broadcast pursuant to the terms of this agreement.

Each announcement on behalf of a candidate for Federal office shall include a statement read by the candidate that shall identify the candidate by name and shall state that the candidate approved the broadcast. In addition to the foregoing, any television broadcast for Federal office must conclude with at least a four-second segment consisting of either an unobscured full-screen view of the candidate making the required statement or the candidate's voice accompanied by a clearly identifiable photographic or similar image of the candidate, together with a clearly readable printed text of the statement.

The payment for the above described broadcast time has been furnished by the following:

Committee to Re Elect Jo McElwee, Circuit Clerk

You are authorized to announce the time as paid for by such person or entity. The entity or person furnishing the payment for this announcement is either a legally qualified candidate or an authorized committee/organization of the legally qualified candidate.

Treasurer's name of the candidate's authorized committee: Bob Beattie

This application, whether accepted or rejected, will remain available for public inspection for a period of at least two years.

Check here if Lowest Unit Rates are requested for broadcasts on behalf of a candidate for Federal office within 60 days of a general election or 30 days of a primary election. If this box is checked, then I certify that any broadcast containing a direct reference to another candidate for the same office will include in the candidate announcement described above identification of the office sought or, if a televised announcement, a statement that the candidate's authorized committee paid for the broadcast. I understand that a failure to include an appropriate candidate statement within the announcement may result in forfeiture of entitlement to lowest unit rates for the remainder of the campaign.

I hereby acknowledge that I have received and understand the station's rate guide titled _____, issued on _____, 200

Signed by: Candidate or Authorized Committee

10/23, 2018
Date

Jo McElwee Circuit Clerk
Signature and Title

Signed by: Station Representative

___ Accepted ___ Rejected ___ Accepted in part [specify portions accepted]:

Date

Signature and Title