

COPY

BROADCAST ORDER

KCLQ Order # _____

Order Date: 5-16-18Client: WES POWELL FOR STATE REP.

Agency: _____

(If Applicable) _____

Address: _____

Bus. Phone: _____

E-Mail Address: _____

Buyer's Full Name: (WES POWELL) JENNY POWELLAccount Manager: DAN CALDWELL

- CASH
- TRADE
- COOP - PRODUCT
- CALENDAR BILLING
- BROADCAST BILLING
- NET RATES
- GROSS RATES - DISCOUNT
- AFFIDAVIT REQUIRED

IN ADVANCE

PUBLIC FILE

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(es) 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).

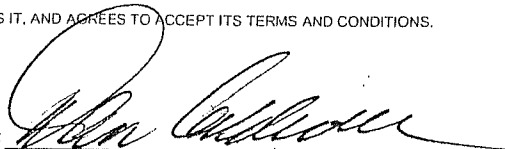
7 If Advertiser/Agency shall default in its their performance under this Agreement, or shall fail to make payment as set forth herein, which default or lack of payment results in the expenditure of costs and/or attorney's fees by Brass Monkey Media to enforce the terms of this Agreement or to recover 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:

	# ADS	Dollar Amt
<u>LIVE INTERVIEWS ON MONDAYS AT 4:30PM. 6/4-8/6 (10 WEEKS) \$100 each</u>	<u>10</u>	<u>\$ 1,000.00</u>
	KLWT-AM:	\$
	Grand Total:	\$
	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: 

ADVERTISER/AGENCY

BY: _____
Authorized Representative

RATE APPROVAL: _____

DATE: _____

Agreement Form For Non-Candidate / Issues Advertisements

Station and Location: KCLQ - LEBANON (CITY OF LICENSE)

Date: May 16, 2008

I, JENNIFER POWELL

hereby request station time follows:

Date of Broadcast	Class of Time	Time of Day, Rotation or Package	Length	Rate
<u>6/4/18 - 8/6/18</u> <u>(MONDAYS)</u>	<u>PM-DRIVE</u>	<u>4:30 PM / MONDAYS</u>	<u>:10 each</u>	<u>\$100 each</u>

This airtime will be used by: WES POWELL FOR STATE REPRESENTATIVE

This airtime will be used to address the following issue(s):

Does this programming (in whole or in part) communicate "a message relating to any political matter of national importance," including a legally qualified candidate, any election to Federal office or a national legislative issue? Yes No

If the answer to the foregoing question is "yes," then a copy of this completed request must be retained by this station and made publicly available.

I verify that payment for the above described broadcast time has been provided by:

JENNIFER POWELL

If the payor for this broadcast time is any entity other than an individual person, below are the names, addresses, and offices of the chief executive officers or members of the executive committee or members of the board of directors of that entity. (A separate list may be attached if necessary or more convenient.)

JENNIFER POWELL / DIRECT PRIMARY CARE CLINICS
2162 GARMAN HOLLOW RD
STOUTLAND MA 055107

If the undersigned is not the appropriate contact person for the advertiser, please provide the name, address and phone number for such contact person:

The advertiser agrees to indemnify and hold the station harmless for any damages or liability, including reasonable attorney's fees, that may ensue from the broadcast of the requested announcement(s).

For each of the above-listed announcement(s), the advertiser agrees to deliver an accurate script, transcript, or tape to the station at least _____ hours before the scheduled time of the first broadcast.

All announcements to be broadcast over radio are to contain an audio statement as follows: "[Name of advertiser] is responsible for the content of this advertising." If televised, the statement must be conveyed by an unobscured, full-screen view of a representative of the advertiser making the statement, or by a representative in voice-over, and also must appear in a clearly readable manner with a reasonable degree of color contrast between the background and the printed statement, for a period of at least four seconds.

Issue Advertiser Signature:


 _____ / _____ () _____
Signature of Advertiser Date Phone Number

_____ Address

_____ If not an individual, specify relationship of signatory to the advertiser

Station Representative Signature:

Accepted Rejected Accepted in part [specify portions accepted]:


Signature

DAN CASAWELL
Printed Name and Title

5/16/2018
Date