

AGREEMENT FORM FOR POLITICAL CANDIDATE ADVERTISEMENTS

(check applicable box)

☐ **FEDERAL CANDIDATE**

☒ **STATE/LOCAL CANDIDATE**

To Avail Themselves Of The Lowest Unit Charge During A Political Window, Federal Candidates Must Sign The Certification On Page 3

| | |
|--|----------------------------|
| Station and Location: PASADENA/HOUSTON, TEXAS KKBQ-FM | Date: 11/26/2019 |
|--|----------------------------|

I, Smart Media Group,

being/on behalf of: Buzbee for Mayor,

a legally qualified candidate of the Republican

political party for the office of: Mayor

in the General Election Runoff

election to be held on: December 14, 2019

do hereby request station time as follows:

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

Attach proposed schedule with charges (if available):

I represent that the payment for the above described broadcast time has been furnished by:

Buzbee for Mayor

and you are authorized to announce the time as paid for by such person or entity. I represent that this person or entity is either a legally qualified candidate or an authorized committee/organization of the legally qualified candidate.

The name of the treasurer of the candidate's authorized committee is:

Gilbert Garcia

This station has disclosed to me its political advertising policies, including: applicable classes and rates; and discount, promotional 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.

To Be Signed By Candidate or Authorized Committee

11/21/19

Date



Signature

To Be Signed By Station Representative

☒ **Accepted**

☐ **Accepted in Part**

☐ **Rejected**

Signature

Printed Name

Title

FEDERAL CANDIDATE CERTIFICATION

In Order For Federal Candidates To Receive The Lowest Unit Charge During A Political Window, The Following Certification Is Required:

I, Smart Media Group

(name of federal candidate or authorized committee) hereby certify that the programming to be broadcast (in whole or in part) pursuant to this agreement:

☐ **does**

☐ **does not**

refer to an opposing candidate (check applicable box). I further certify that for the programming that does refer to an opposing candidate:

(check applicable box)

☒ the 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.

☐ the television programming 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.

signature of candidate or authorized committee

Smart Media Group

printed name

11/21/19

date

AGREED UPON SCHEDULE

(TO BE FILLED IN ONLY IF STATION DOES NOT ACCEPT ALL OF
CANDIDATE'S REQUEST)

| Broadcast Length | Time of Day, Rotation or Package | Days | Class | Times per Week | Number of Weeks |
|-----------------------|----------------------------------|------|-------|----------------|-----------------|
| <h1>SEE ATTACHED</h1> | | | | | |

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 times the spots air and the rates charged, 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 specific spots aired and the rates charged. 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

KKBQ-FM
Cox Radio, Inc.
PO Box 83193
Chicago, IL 60691-0193
(855) 333-2676

And:

Katz Communications Inc
Attention: Helen Hanratty
125 W 55th St
3rd Fl
New York, NY 10019

| | | |
|---|---|--|
| <u>Contract / Revision</u> 623920 / | | <u>Alt Order #</u> 33485140 |
| <u>Product</u> Buzbee for Mayor | | |
| <u>Contract Dates</u> 12/02/19 - 12/05/19 | | <u>Estimate #</u> N29D05 |
| <u>Advertiser</u> POL/Tony Buzbee/D/Myr/TX-A | | <u>Original Date / Revision</u> 11/26/19 / 11/26/19 |
| <u>Billing Cycle</u> EOM | <u>Billing Calendar</u> Broadcast | <u>Cash/Trade</u> Cash |
| <u>Property</u> KKBQ-FM | <u>Account Executive</u> Philadelphia Christal | <u>Sales Office</u> Christal Philade |
| <u>Special Handling</u> | | |
| <u>Demographic</u> Adults 35+ | | |
| <u>Agy Code</u> RI13287 | <u>Advertiser Code</u> na | <u>Product 1/2</u> na |
| <u>Agency Ref</u> P00017473 | | <u>Advertiser Ref</u> P00072943-A |

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Days | Length | Spots/Week | Rate | Rtn | Type | Spots | Amount |
|---------------|------|-------------------|-----------------|-----------------|----------------|------|--------|-------------------|-------------|-----|------|-------|------------|
| N 1 | KKBQ | 12/02/19 | 12/05/19 | M-F AMD | 6a-10a | | 1:00 | | | | NM | 16 | \$2,800.00 |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | | |
| Week: | | 12/02/19 | 12/08/19 | 4444--- | | | | 16 | \$175.00 | | | | |
| N 2 | KKBQ | 12/02/19 | 12/05/19 | Midday | 10a-3p | | 1:00 | | | | NM | 20 | \$2,400.00 |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | | |
| Week: | | 12/02/19 | 12/08/19 | 5555--- | | | | 20 | \$120.00 | | | | |
| Totals | | | | | | | | 0.00 | | | | 36 | \$5,200.00 |

| Time Period | # of Spots | Gross Amount | Agency Comm. | Net Amount |
|---------------------|------------|--------------|--------------|------------|
| 11/25/19 - 12/29/19 | 36 | \$5,200.00 | (\$780.00) | \$4,420.00 |
| Totals | 36 | \$5,200.00 | (\$780.00) | \$4,420.00 |

Signature: _____ Date: _____

(* Line Transactions: N = New, E = Edited, D = Deleted)

CMG does not accept advertising contracts that impermissibly discriminate on the basis of race or ethnicity. This non-discrimination provision is a condition of each advertising contract with CMG whether verbal or written.

Two week advance cancellation notice is required unless otherwise specified in writing.

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay CMG within terms specified and until payment in full is received by CMG. Payment by advertiser to agency or to service or payment by agency to service shall not constitute payment to CMG. Cox Media Group will not be bound by conditions, printed or otherwise on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions.

Thank you for your business!

CONTRACT

KKBQ-FM
Cox Radio, Inc.
PO Box 83193
Chicago, IL 60691-0193
(855) 333-2676

And:

Katz Communications Inc
Attention: Helen Hanratty
125 W 55th St
3rd Fl
New York, NY 10019

| | | |
|---|---|--|
| Contract / Revision 623922 / | | Alt Order # 33485210 |
| Product Buzbee for Mayor | | |
| Contract Dates 12/06/19 - 12/13/19 | | Estimate # D06D14 |
| Advertiser POL/Tony Buzbee/D/Myr/TX-A | | Original Date / Revision 11/26/19 / 11/26/19 |
| Billing Cycle EOM | Billing Calendar Broadcast | Cash/Trade Cash |
| Property KKBQ-FM | Account Executive Philadelphia Christal | Sales Office Christal Philade |
| Special Handling | | |
| Demographic Adults 35+ | | |
| Agy Code RI13287 | Advertiser Code na | Product 1/2 na |
| Agency Ref P00017473 | | Advertiser Ref P00072943-A |

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Days | Length | Spots/Week | Rate | Rtn | Type | Spots | Amount |
|---------------|-------|-------------------|-----------------|-----------------|----------------|------|--------|-------------------|-------------|-----|------|-----------|-------------------|
| N 1 | KKBQ | 12/06/19 | 12/13/19 | M-F AMD | 6a-10a | | 1:00 | | | | NM | 16 | \$2,800.00 |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | | |
| | Week: | 12/02/19 | 12/08/19 | ----2-- | | | | 2 | \$175.00 | | | | |
| | Week: | 12/09/19 | 12/15/19 | 33332-- | | | | 14 | \$175.00 | | | | |
| N 2 | KKBQ | 12/06/19 | 12/13/19 | Midday | 10a-3p | | 1:00 | | | | NM | 7 | \$840.00 |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | | |
| | Week: | 12/02/19 | 12/08/19 | ----1-- | | | | 1 | \$120.00 | | | | |
| | Week: | 12/09/19 | 12/15/19 | 11112-- | | | | 6 | \$120.00 | | | | |
| Totals | | | | | | | | 0.00 | | | | 23 | \$3,640.00 |

| Time Period | # of Spots | Gross Amount | Agency Comm. | Net Amount |
|---------------------|------------|-------------------|-------------------|-------------------|
| 11/25/19 - 12/29/19 | 23 | \$3,640.00 | (\$546.00) | \$3,094.00 |
| Totals | 23 | \$3,640.00 | (\$546.00) | \$3,094.00 |

Signature: _____ **Date:** _____

(* Line Transactions: N = New, E = Edited, D = Deleted)

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Thank you for your business!