

AGREEMENT FORM FOR NON-CANDIDATE/ISSUE ADVERTISEMENTS

Station and Location: KYYS	Date: 2/8/24
--------------------------------------	------------------------

I, Esmie Tseng
do hereby request station time concerning the following issue:

restoration of voting rights for Kansans with former felony records - education and 2/25 event promotion

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
30sec	6a-10a, 10a-3p, 3p-7p	Tues, Wed, Thurs, Fri, Sat	Spot	15	1

Total Charges: \$450.00

This broadcast time will be used by: ACLU of Kansas

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 office(s) being sought and the date(s) of the election(s) (if applicable):

no candidate

For programming that “communicates a message relating to any political matter of national importance,” attach Agreed Upon Schedule (Page 3)

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

ACLU of Kansas

and you are authorized to announce the time as paid for by such person or entity. The entity furnishing the payment, if other than an individual person, is:

a corporation; a committee; an association; or other unincorporated group.

The names, offices, and addresses of the chief executive officers, directors, and/or authorized agents of the entity are named below (may be attached separately):

I agree 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), I also agree to prepare a script, transcript, or tape, which will be delivered to the station at least a day before the time of the scheduled broadcasts.**

TO BE SIGNED BY ISSUE ADVERTISER

2/8/24
Date

/s/ Esmie Tseng
Signature

913-484-6270
Contact Phone Number

TO BE SIGNED BY STATION REPRESENTATIVE

Accepted Accepted in Part Rejected

J. MORENO
Signature

Jorge Moreno
Printed Name

OPS MANAGER
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
30sec	6a-10a, 10a-3p, 3p-7p	Tues, Wed, Thurs, Fri, Sat	Spot	15	1

Total Charges: \$450.00

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, 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.

Attachment A

Brandi Fisher
President

Sandy Brown
Vice President

Brad Stuewe, M.D.
Treasurer

Marie Woodbury
Secretary

Joy Springfield
National Board Representative

Karla Juarez
Equity and Inclusion Officer

Marquetta Atkins
Amii Castle
Trent Davis
Liz Hueben
Usha Rafferty
Annie Tietze
Van Williams
Board of Directors

Contract



Contract #: CON-KAN-DR-2436
 Product: Rate/Volume Agreement
 Type: Cash
 Flight: 02-20-2024 - 02-24-2024
 02-08-2024

Voter Restoration Project - Radio Spots - KYYS & KDTD

KYYS & KDTD

Diana Reyes Raymer
 (913) 461-2041
 1701 S 55th St
 Kansas City KS
 US 66106
 draymer@reyesmediagroup.com

American Civil Liberties Union of Kansas (ACLU)

Esmie Tseng
 P.O. Box 917
 Mission KS
 66201
 (913) 490-4105
 etseng@adukansas.org

Description	Run Dates	Cost	<i>E End-of-Schedule</i>								Spots	
Custom package / #1	02-20-2024 to 02-24-2024	Based on Rate & Volume									15	
Media Outlet: KYYS												
W/C 02-19-2024				Mon	Tue	Wed	Thu	Fri	Sat	Sun		
Daypart	Type	Length	Rate	02/19	02/20	02/21	02/22	02/23	02/24	02/25	Units	Cost
6A- 10A	Spot	30sec	\$30.00	0	1	1	1	1	1	0	5	\$150.00
10A- 3P	Spot	30sec	\$30.00	0	1	1	1	1	1	0	5	\$150.00
3P - 7P	Spot	30sec	\$30.00	0	1	1	1	1	1	0	5	\$150.00
Total per station											15	\$450.00
Week total											15	\$450.00

Description	Run Dates	Cost	<i>E End-of-Schedule</i>								Spots	
Custom package / #2	02-20-2024 to 02-24-2024	Based on Rate & Volume									15	
Media Outlet: KDTD												
W/C 02-19-2024				Mon	Tue	Wed	Thu	Fri	Sat	Sun		
Daypart	Type	Length	Rate	02/19	02/20	02/21	02/22	02/23	02/24	02/25	Units	Cost
6A- 10A	Spot	30sec	\$25.00	0	1	1	1	1	1	0	5	\$125.00
10A- 3P	Spot	30sec	\$25.00	0	1	1	1	1	1	0	5	\$125.00
3P - 7P	Spot	30sec	\$25.00	0	1	1	1	1	1	0	5	\$125.00
Total per station											15	\$375.00
Week total											15	\$375.00

Total Spots	30
Total	\$825.00

Amounts quoted are in USD

Projected Billing (USD)	
February, 2024	\$825.00

Projected Billing By Media Outlet (USD)	
KYYS	\$450.00
February, 2024	\$450.00
KDTD	\$375.00
February, 2024	\$375.00

Authority to Proceed

ADDITIONAL TERMS AND CONDITIONS

Payment: The Advertiser shall pay the fee agreed in this Contract, on time, without compensation, and notwithstanding any dispute related to the Advertisement or any claim the Advertiser may allegedly have against Seller. Payment shall be made in full upon receipt of Seller's invoice. Advertiser agrees to pay charge of 1 1/2% per month up to a maximum of 18% per year on all accounts over 30 days past due. The Advertiser understands and agrees that any security deposit, if any, shall be imputed to the last monthly payment or payments to be made according to this Contract. The advertiser agrees that no cash refund will be issued. The Advertiser agrees to pay \$35 fee for any returned check.

Early Termination: Seller may, at Seller's sole discretion terminate the Contract and refuse to broadcast the Advertisement upon the following events of default by Advertiser: (i) upon notice to the Advertiser from Seller if the Advertiser is in default of paying any amount owed to Seller

pursuant to this Contract or to any other agreement entered into with Seller; (ii) upon notice to the Advertiser from Seller upon the occurrence of the Advertiser's insolvency, dissolution, bankruptcy, assignment for the benefit of creditors or admission of its inability to pay its debts as they become due. In either events of default, the Advertiser will lose the benefits of this Contract and all sums owed to Seller will immediately become due and payable. In the event it becomes necessary to turn this account over for collection, Advertiser agrees to pay all costs of collection including but not limited to court costs and Seller's reasonable attorney's fees to the extent permitted by law. Advertiser shall not terminate this Contract without at least 14 days written notice to Seller, and Seller's prior written consent.

Advertiser's responsibility for Advertisement: The Advertiser warrants that it is authorized to broadcast the Advertisement, and guarantees that the Advertisement does not violate any City, State or Federal law, and that it holds all permits or licenses which may be necessary to publish the Advertisement in the heading and territory requested. The Advertiser furthermore guarantees that it holds all the rights to use the trade marks or commercial names included in the Advertisement and that this use does not contravene any provision of any law or statute, including but not limited

to any trademark law, copyright law and any other law or statute relating to intellectual property. The Advertiser agrees to indemnify and hold Seller harmless, including reasonable attorney's fees, from and against any and all liabilities, damages, award, settlements, losses, claims and expenses, including reasonable attorney fees and costs of investigation arising from growing out of, or in any way connected to (1) any claim by a third party relating to the Advertisement, including infringement of any third party's intellectual property rights; (2) claims for misleading advertising and claims related to Advertiser's product warranties or performance; and (3) any other actions of Advertiser which give rise to any other liability at law or equity. Advertiser understands and agrees that the Advertisement is created by or at the direction of the Advertiser or one of its representatives, and Seller shall not bear any liability with regards to the content, graphical norms or physical appearance of the Advertisement.

No Warranties or Guarantees: The Advertiser acknowledges and agrees that Seller does not make any guarantee or warranty with regard to the success, derived benefits or responses that the Advertiser may have following the broadcast of the Advertisement pursuant to this Contract.

Modifications/ Transfer: Seller may, from time to time, at its sole discretion, modify the Contract if such modifications do not substantially affect the rights and obligations of the Advertiser. The Advertiser is bound by any such modifications from the moment Advertiser is informed thereof. No amendment to this Contract by the Advertiser is effective unless approved in writing by Seller. The Advertiser may not transfer or assign this Contract without Seller's prior written consent. Advertiser shall remain liable for the obligations hereunder contained in this Contract herein, notwithstanding any sale, transfer, disconnect, assignment or winding-up of Advertiser's business or assets including Advertiser's telephone number or Advertisement, in whole or in part.

Waiver of Jury Trial: Advertiser hereby waives trial by jury in any action, proceeding or counterclaim brought by Advertiser arising out of this Contract and/or the relationship of the parties.

Severability: If for any reason, any provision of this Contract is held invalid, such invalidity shall not effect any other provision of this Contract not held so invalid, and each such other provision shall to the full extent consistent with law continue in full force and effect. If any provision of this Contract shall be held to be invalid in part, such invalidity shall in no way effect the rest of such provision not held so invalid, and the rest of such provision, together with all the provisions of this Contract, shall to the full extent consistent with law continue in full force and effect.

Approval for Credit: The Advertiser accepts and agrees that the Contract is subject to credit approval by Seller. The Advertiser authorizes Seller to make appropriate enquiry with any third party regarding Advertiser's solvency and credit and in this context, record in the Advertiser's file and disclose such information in that regard. If such credit rating is

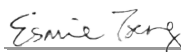
not satisfactory to Seller, then this Contract shall be null and void.

Headings and Pronouns: The headings in this Contract are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Contract or any provision hereof. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural as the identity of the parties may require.

Venue and Jurisdiction: This Contract is intended to be governed by the Laws and Statutes of the State of Kansas. Venue and jurisdiction for any enforcement or interpretation of this Contract shall be in the District Court of Johnson County, Kansas at Olathe.

Totality of Agreement: This Agreement contains the entire agreement between Seller and Advertiser. There are no other agreements between Seller and Advertiser except those included or referred to in this written document. No change or additional agreement will be binding unless it is in writing and signed by Seller and Advertiser and dated after the date of this Agreement. There are no oral agreements between Seller and Advertiser.

Nondiscrimination Policy: Reyes Media Group and its Stations do not discriminate in advertising contracts on the basis of race or gender. Any provision in any order or agreement for advertising that purports to discriminate on the basis of race or gender, even if handwritten, typed or otherwise made a part of a particular contract, is hereby rejected.

Name: <u>Esmie Tseng</u>	Title: <u>Communications Director</u>	Signature: <u></u>	Date: <u>2/8/24</u>
Name: _____	Title: _____	Signature: _____	Date: _____

Last revised 02-08-2024 (10:21am)