

POLITICAL AGREEMENT FORM - CANDIDATE

I, Erin Schultz, hereby request station time as follows:

IDENTIFY CANDIDATE TYPE →

FEDERAL CANDIDATE

STATE OR LOCAL CANDIDATE

ALL QUESTIONS/BLOCKS MUST BE COMPLETED

Candidate name:

Teresa Mosqueda

Authorized committee:

People for Teresa

Agency requesting time (and contact information):

N/A NWP Consulting

Candidate's political party:

Nonpartisan

Office sought (no acronyms or abbreviations):

King County Council

Date of election:

November 7, 2023

General

Primary

Treasurer of candidate's authorized committee:

Abbot Taylor

The undersigned represents that:

(1) the payment for the broadcast time requested has been furnished by (check one box below):

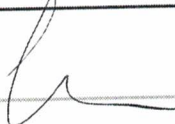
the candidate listed above who is a legally qualified candidate, or

the authorized committee of the legally qualified candidate listed above;

(2) this station is authorized to announce the time as paid for by such person or entity; and

(3) this station has disclosed its political advertising policies, including applicable classes and rates, discount, promotion and other sales practices.

THIS STATION DOES NOT DISCRIMINATE OR PERMIT DISCRIMINATION ON THE BASIS OF RACE OR ETHNICITY IN THE PLACEMENT OF ADVERTISING.

Candidate/Committee/Agency	Station Representative
Signature: 	Signature: JOSE RIOS
Name: Erin Schultz	Name: JOSE RIOS
Date of Request to Purchase Ad Time: 10/18/2023	Date of Station Agreement to Sell Time: 10/20/2023

Federal Candidate Certification:

The undersigned hereby certifies that the broadcast matter to be aired pursuant to this disclosure either (1) does not refer to an opposing candidate or, if it does, (2) 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 or if 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.

Candidate/Authorized Committee/Agency

Signature:

Name:

Date:

TO BE COMPLETED BY STATION ONLY

Ad submitted to Station? Yes No

Date ad received: 10/19/2023

Federal candidate certification signed (above): Yes No N/A

Disposition:

- Accepted
- Accepted IN PART (e.g., ad copy not yet received to determine sponsor ID)*
- Rejected – provide reason (optional):

Date and nature of follow-ups, if any (e.g., insufficient sponsor ID tag):

Contract #:	Station Call Letters: KKMO	Date Received/Requested: 10/17/2023
	Station Location: 9635 Des Moines Memorial Dr Seattle WA	Run Start and End Dates: 10/25/23 - 11/7/2023

Upload (1) this form and (2) the invoice immediately to the station's FCC Political File.



Terms and conditions-spot Advertising

The Advertiser ("Advertiser"), Agency ("Agency" and with Advertiser "Client") and Licensee of Station ("Station"), as each is set forth on the first page hereof, hereby agree, except as otherwise provided on the first page hereof, as follows:

1. Payment and Billing. Terms are cash with order unless prior credit approval has been granted by Station, in which case Station will bill Client at monthly intervals, and Client agrees to pay each bill within fifteen (15) days after the date of each bill. Station invoices shall be deemed to be correct unless Client provides a written objection to Station within 30 days of the date of invoice setting forth all of the grounds for the objection; affidavits of performance are not a condition precedent to payment hereunder. Advertiser and Agency shall be jointly and severally liable for payment hereunder. Payment by Advertiser to Agency shall not constitute payment to Station. A monthly finance charge of 1.5% shall be made on any amount which is still outstanding thirty (30) days after it becomes due. Partial payment of any bill will be applied to Client's outstanding charges in the amounts and proportions as solely determined by Station. No acceptance of partial payment(s) by Station shall constitute a waiver of any right to collect the full balance owed under the Agreement. Client shall be required to pay Station all bank charges and fees incurred by Station resulting from a returned check.

2. Termination. This Agreement may be cancelled either by Station or Client upon twenty-eight (28) days prior notice. Upon the occurrence of an Event of Default, Station may terminate this Agreement immediately upon notice, which may be verbal or in writing. Any of the following events shall constitute an "Event of Default" on the part of Client: (i) the breach by Client of any of the terms and conditions of this Agreement or the inaccuracy of any representation or warranty made by Client herein; (ii) the determination, in the sole discretion of Station, that Advertiser has committed an act or is involved in any situation or occurrence tending to bring Station or Client into public scandal, ridicule or which will reflect unfavorably on the reputation of Station, its owner, its subsidiaries, affiliates or affiliated entities; or (iii) the determination, in the sole discretion of Station, that the financial integrity of Advertiser is compromised. UPON CANCELLATION BY STATION DUE TO AN EVENT OF DEFAULT BY CLIENT, ALL CHARGES FOR BROADCASTS COMPLETED HEREUNDER AND NOT PAID SHALL BECOME IMMEDIATELY DUE AND PAYABLE, AND CLIENT SHALL ALSO PAY, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, A SUM EQUAL TO (I) THE AMOUNT THAT CLIENT WOULD HAVE BEEN OBLIGATED TO PAY HEREUNDER IF, ON THE DATE ON WHICH STATION TERMINATES THE AGREEMENT, CLIENT HAD GIVEN A 28 DAY NOTICE OF TERMINATION PURSUANT TO THIS SECTION AND (II) THE ACTUAL, NON-CANCELABLE OUT-OF-POCKET COSTS NECESSARILY INCURRED BY STATION THROUGH THE DATE OF SUCH TERMINATION.

3. Indemnification. Client shall defend, indemnify and hold harmless Station, its owner, and affiliated entities and their officers, directors, stockholders, partners and employees from and against all claims, damages, liability, costs and expenses (including without limitation, interest, penalties, court costs, attorney's fees and expenses) resulting from or arising out of: (i) the development, production, supply, delivery, or content of any advertisement provided by Client or any material provided by Client, including trademarks, trade names, service marks, titles and logos of Advertiser (collectively "Client Materials"), (ii) any libel, slander, illegal competition or trade practice, false advertising, product liability, violation of rights of privacy or publicity, infringement of copyrights (other than public performance music license fees payable to ASCAP, BMI and/or SESAC) or other rights of third parties arising out of any Client Materials or products or services advertised therein, (iii) violations of any federal, state or local law relating to the Client Materials, including the Communications Act of 1934, if applicable; (iv) any breach by Client of the terms of this Agreement or (v) any wrongful or negligent acts or omissions of Client. The obligations of Client under this Section 3 shall survive the termination of this Agreement.

4. Representations and Warranties. By signing this Agreement Client warrants and represents that (i) Client has the right and power to enter into this Agreement; (ii) this Agreement properly conveys to Station all rights necessary to broadcast the Client Materials as set forth herein; and (iii) Client owns all of the rights it granted to Station herein, including, but not limited to, all such rights with respect to the Client Materials. Client acknowledges that no inducements, representations or warranties, except as specifically set forth on the face hereof, have been made by Station to Client and that no representative, agent or employee of Station is authorized to make any representations or warranties with reference to this Agreement other than as set forth on the face hereof and Client should not rely on any such statement. STATION HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, TO THE FULLEST EXTENT PERMITTED BY LAW. STATION SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, NO MATTER WHAT THE CAUSE, CLAIM OR THEORY FOR SUCH DAMAGES MIGHT BE, EVEN IF STATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. Notice. Except as otherwise specifically provided herein, each notice, consent, approval or request to be given hereunder shall be given in writing, either by personal delivery, overnight delivery service, U.S. postal service certified mail, or by facsimile with the original sent the same day by certified mail to the parties at the respective addresses set forth on the face hereof or at such other substitute address as either may designate by notice given pursuant to this Section. Notice by U.S. postal service certified mail shall be deemed received on the fifth (5th) business day following mailing thereof with all charges prepaid. Notice by any other means shall be deemed delivered upon its actual receipt.

6. Programming & Materials. In the event the Client Materials are not delivered to Station sufficiently in advance of the broadcast time to be properly broadcast, or do not meet with all technical, production and content standards of Station, in the sole discretion of Station, Station shall have the right to broadcast a substitute program or announcement and Client shall remain liable for the full amount due had Station broadcast the Client Materials. Client grants all rights required for the broadcast of the Client Materials on the dates and times set forth on the reverse hereof to all geographic areas serviced by the Station, including worldwide "broadcast" by means of streaming on the Internet and via mobile telephony. This agreement and the obligation of Radio Station to broadcast any program or announcement hereunder is subject to all applicable federal, state and local rules and laws, including those of the FCC. Radio Station reserves the right to refuse to broadcast any program or announcement which Radio Station believes, in its sole discretion, to be unsatisfactory, unsuitable for its audience or contrary to the public interest. Under all circumstances, and without being in breach of the Agreement, Station shall have the right to substitute a program it deems in its sole discretion to be of greater public importance for the Client Materials. If Station preempts or fails to broadcast all or a material part of a scheduled broadcast and Station and Client cannot agree upon a substitute time period for the broadcast, the time charges relating thereto shall be appropriately reduced. Station shall have no other liability to Client as a result of any interruption or omission of the broadcast of Client Materials. Station shall not be required to return Client Materials, and shall not be responsible for loss or damage thereto.

7. Resolutions of Claims and Disputes. Regardless of the place of execution, this Agreement shall be deemed to be an agreement made in the largest city of the home Arbitron radio market served by Station ("Market") and shall be interpreted as an agreement to be performed wholly in the Market. The laws of the Market shall be applied without regard to the principles of conflicts of laws. Client expressly waives any presumption or rule, if any, which requires this Agreement to be construed against Station. In the event a suit or action is filed to enforce any provision of this Agreement, the prevailing party shall be reimbursed by the other for all costs and expenses in connection with the suit or action, including without limitation, attorneys' fees, arbitration fees, collection agency fees, management fees (deemed to be not less than Three Hundred Dollars (\$300) and any other cost or expense, incurred in collecting any amount due.

8. Non-Discriminatory Advertising Sales Agreements Certification. Section II, Question 7 is a new certification for licensees of commercial radio and television stations. Licensees must certify new certification for licensees of commercial radio and television stations. Licensees must certify that their advertising sales agreements do not discriminate on the basis of race or ethnicity and that all such agreements contain nondiscrimination clauses. For both the radio and television renewal cycles, the certification covers the period from today, March 14, 2011, the effective date of the revised Form 303-S, to the date of the station's license renewal application filing. For subsequent license renewal cycles, the certification will cover the entire license term. NCE licensees are not required to make this certification and, therefore, should select "not applicable." As detailed in the revised Form 303-S instructions, prohibited discriminatory practices

9. Miscellaneous. Neither party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or facilities, or act or omissions of common carriers. If any portion of this Agreement shall be held to be illegal, invalid, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Additionally, in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar to such former provision as shall be legal, valid, and enforceable. The provisions of this Agreement by and between Station and Client shall apply to, bind and inure to the benefit of Station and Client, their respective successors, legal representatives or assigns. This Agreement is not assignable by Client. Except for the terms of any Station credit application signed by Client, this Agreement contains the entire understanding and agreement between the parties hereto relating to the subject matter contained herein. No additions, changes or modifications shall be binding unless reduced to writing and signed by the parties.

Client Approval:	
Print name:	Erin Schultz
Signature:	
Date:	

traffic

From: joserios@elrey1360seattle.com
Sent: Friday, October 20, 2023 10:35 AM
To: erin@nwpc consulting.com
Cc: traffic@elrey1360seattle.com
Subject: Re: El Rey advertising for Teresa Mosqueda
Attachments: People for Teresa.xls

Hi, Erin;
Please find the contract I sent for review and signature.
Thank you.
Jose

Jose M. Rios-Solis KKMO El Rey 1360 AM General Manager/Citizenship Program Coordinator
Sea Mar Community Health Centers

Exceptional service. Every person. Every time.

9635 Des Moines Memorial Drive Suite 201

Seattle WA 98108

P 206-436-7851 | Ext 54705 | F 206441-2894

joserios@elrey1360seattle.com
joserirossolis@seamarchc.org

Stay connected:

<https://www.facebook.com/elrey1360seattle/>

On Thu, 19 Oct 2023 22:07:54 -0700, Erin Schultz <erin@nwpc consulting.com> wrote:

Here you are. Thank you!

On Thu, Oct 19, 2023 at 9:52 AM <joserios@elrey1360seattle.com> wrote:

Hi, Erin;

The FCC requires us to include the information of the agency or person requesting the inclusion of political advertisements, so please fill out the form I sent you to process your request and schedule the advertisement to air.

Thank you.

Jose

On Wed, 18 Oct 2023 17:27:43 -0700, Erin Schultz <erin@nwpc consulting.com> wrote:

Here you go! If you can please send an invoice over for the \$500 investment I will get it paid. Thank you!

On Wed, Oct 18, 2023 at 9:05 AM <joserios@elrey1360seattle.com> wrote:

Hi, Erin;

Could you send me the announcement that you have recorded?

Tks

Jose

On Tue, 17 Oct 2023 17:25:55 -0700, Erin Schultz <erin@nwpcconsulting.com> wrote:

Hi Jose! Just wanted to follow up and see if we were able to invest \$500 in advertising. Thank you!

On Fri, Oct 13, 2023 at 5:48 PM Erin Schultz <erin@nwpcconsulting.com> wrote:

We can provide the ad. I am afraid we cant afford more than \$500 so maybe 1 spot a day for 14 days?

On Fri, Oct 13, 2023 at 8:56 AM <joserios@elrey1360seattle.com> wrote:

Hi, Erin;

We can work together.

I would like you to know that the cost per 30-second ad is 35 dollars, so it would be subject to knowing how many ads per day you want to make and/or the budget you have to create a proposal for them.

I would also like to know if you already have a recorded advertisement or would like us to produce it. That being the case, we need the corresponding script.

I wait your answer.

Best,

Jose



JOSE M. RIOS SOLIS
General Manager

KKMO EL REY 1360 AM
9635 Des Moines Memorial Drive, Suite 201
Seattle, WA. 98108
Office 206-436-7851 EXT. 54705
Fax 206-441-2894
joserios@elrey1360seattle.com

On Thu, 12 Oct 2023 21:16:18 -0700, Erin Schultz <erin@nwpcconsulting.com> wrote:

Hi Jose -- I am working with Councilmember Teresa Mosqueda on her campaign for King County Council. We would like to run a spanish language ad that we can provide starting in the middle of next week through Nov 7th if you can put a suggested buy together. Thank you!

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Erin Schultz
NWP Consulting
erin@nwpcconsulting.com
206.282.1805 o
323.384.8683 c

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