

# Sales Order

Station: KCVI-FM Agency: MITCHELL PALMER  
 Contract Name: ARKOOSH WEEK 2 KCVI Address: 1150 W STATE ST, STE 200  
 Contract#: (none) City: BOISE State: ID Zip: 83702  
 Start Date: 10/03/22 End Date: 10/07/22 Buyer: \_\_\_\_\_  
 Revenue Type: POLITICAL - AGENCY Type: Cash Tax Schedule: (None)  
 Advertiser: ARKOOSH FOR ID ATTORNEY GEN. Agency Commission %: 15  
 Address: \_\_\_\_\_ Billing Cycle: Standard  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Salesperson: 424jmill Comm %: 0  
 Product Name: KCVI ARKOOSH WK 2 Makegood Policy: WITH IN CONTRACT DATES  
 Competitive Code: POLITICAL

No	DATES		Alt wks	TIMES		LEN	DISTRIBUTION											RATE	TOTALS		PTY
	START	END		START	END		M	T	W	T	F	SA	SU	Per Wk	D/W	SPOTS	\$\$				
1	10/03/22	10/07/22		6:00 AM	7:00 PM	30	X	X	X	X	X					10	W	18.00	10	180.00	

Billing Projections: By Month

Oct 22  
 CA 180.00  
 ST 180.00

Print Spot Prices

TOTAL SPOTS ..... 10  
 GROSS TOTAL \$ ..... 180.00  
 ADJUSTED SPOTS ..... 10  
 ADJUSTED TOTAL \$ ..... 180.00

APPROVE    DECLINE

       General Sales Manager  
        General Manager  
        National Sales Manager  
        Local Sales Manager

**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: 9/23/22

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):

\*Upload partially accepted form, then promptly upload updated final form when complete.

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

Contract #: <u>207955</u>	Station Call Letters: <u>KCUI</u>	Date Received/Requested: <u>9/23/22</u>
Est. #:	Station Location: <u>Idaho Falls, ID</u>	Run Start and End Dates: <u>10/3 - 10/7</u>

Upload order, this form and invoice (or traffic system print-out) or other documents reflecting this transaction to the OPIF or use this space to document schedule of time purchased, when spots actually aired, the rates charged and the classes of time purchased or attach separately. If station will not upload the actual times spots aired until an invoice is generated, the name of a contact person who can provide that information immediately should be placed in the "Terms and Disclosures" folder in the OPIF.

# CANDIDATE ADVERTISEMENT AGREEMENT FORM

See **Order** for proposed schedule and charges. See **Invoice** for actual schedule and charges.

I, Lindsey Vella - Media Buyer/Mitchell Palmer LLC, hereby request station time as follows:

IDENTIFY CANDIDATE TYPE

FEDERAL CANDIDATE

STATE OR LOCAL CANDIDATE

**ALL QUESTIONS/BLOCKS MUST BE COMPLETED**

Candidate name:

Tom Arkoosh

Authorized committee:

Betty Richardson, Hon. Jim Jones

Agency requesting time (and contact information):

N/A Mitchell Palmer LLC, 1150 W State Street - Suite 200, Boise ID 83702

Candidate's political party:

Democrat

Office sought (no acronyms or abbreviations):

Idaho Attorney General

Date of election:

Nov 8, 2022

General

Primary

Treasurer of candidate's authorized committee:

Hon. Jim Jones

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: Dirk Robinson <small>Digitally signed by Dirk Robinson Date: 2022.09.21 14:08:40 -06'00'</small>	Signature: 
Name: Dirk Robinson, CFO	Name: <u>William Fuerst</u>
Date of Request to Purchase Ad Time: 09-21-2022	Date of Station Agreement to Sell Time: <u>9/26/22</u>



# MITCHELL + PALMER

## RADIO ORDER

Riverbend Communications dba KCVI-FM  
400 West Sunnyside Road  
Idaho Falls, ID 83402

**Sales Representative**  
Jay Miller  
jay.miller@erradio.com  
Phone: 208-535-8331

**Station:** Riverbend Communications dba KCVI-FM

**Flight Dates:** 10/03/2022 - 10/09/2022 (1 weeks)

**OrderNo:** 2426

**Date:** 9/28/2022

**Client:** Arkoosh for Idaho Attorney General

**Description:** Riverbend Communications dba KCVI-FM - A

**Page:** 1 of 3

**Product:** Media

**Buyer:** Lindsey Vella  
**Email:** lindsey@mitchellpalmer.com

Program	Days	Time	DP	Len	2022		Total Spots	Cost/Spot	Total Gross
					Oct 03	Oct 03			
M-F		6a-7p	MTA	30		10	18.00	180.00	

**Total Gross:** 180.00  
**Agency Commission:** -27.00  
**Total Net:** 153.00

Spots	OCT '22	Total
	10	10
<b>Total Gross</b>	180.00	180.00



# RADIO ORDER

Riverbend Communications dba KCVI-FM  
400 West Sunnyside Road  
Idaho Falls, ID 83402

**Sales Representative**  
Jay Miller  
jay.miller@eirradio.com  
Phone: 208-535-8331

<b>Station:</b> Riverbend Communications dba KCVI-FM	<b>Flight Dates:</b> 10/03/2022 - 10/09/2022 (1 weeks)	<b>OrderNo:</b> 2426	<b>Date:</b> 9/28/2022
<b>Client:</b> Atkoosh for Idaho Attorney General	<b>Description:</b> Riverbend Communications dba KCVI-FM - A	<b>Page:</b> 2 of 3	
<b>Product:</b> Media		<b>Buyer:</b> Lindsey Vella	
		<b>Email:</b> lindsey@mitchellpalmer.com	

Agency: *Lindsey Parkes* Vendor: \_\_\_\_\_ Date: 9/28/2022  
Authorization: \_\_\_\_\_ Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

CONDITIONS The organization (hereinafter called "the Agency") contracting for radio time on behalf of the Advertiser named on the insertion order (hereinafter called "the Advertiser") and the station accepting the insertion order (hereinafter called "the Station") hereby agree that the insertion order (hereinafter called "contract") shall be governed by the following conditions:

1. **IDENTIFYING AND BILLING** (a) The Station will bill the Agency monthly, using the standard broadcast month, unless otherwise provided on the face of this contract. (b) Invoices shall contain advertiser/product, date, time and length of commercial announcement, cost, and, if commercial code identifying each commercial announcement is supplied by the Agency, such code for each commercial announcement. (c) The Station warrants that all information shown on this invoice is true and correct and was taken from the commercial record produced and maintained at the Station, and will be made available, as will other records adequate to verify performance of conditions of sale, on request, for inspection by the Advertiser or the Agency for a minimum of twelve (12) months from the month of broadcast. This statement shall evidence proof of performance. (d) Payment by the Agency is due within ninety (90) days after receipt of invoice and affidavit of performance. (e) Unless otherwise set forth by the Agency on the face of this contract, the Station agrees to hold the Agency solely liable for payment to the extent proceeds have cleared from the Advertiser to the Agency for advertising broadcast in accordance with this contract. For sums owing but not cleared to the Agency, the Station agrees to hold the Advertiser solely liable.

2. **EFFECT OF BREACH** (a) The Station reserves the right to cancel this contract upon default by the Agency in the payment of bills, or other material breach of the terms hereof at any time upon prior notice. Upon such cancellation, all charges for broadcasts completed hereunder and not paid shall become immediately due and payable. If the Station cancels by reason of the Agency's material breach, the Agency's only liability shall be to pay for broadcasts completed hereunder prior to cancellation by the Station. (b) In the event of a material breach by the Station in performing this contract, the Agency reserves the right to cancel this contract at any time upon prior notice.

3. **FAILURE TO BROADCAST** (a) If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes or for any other cause, including mechanical or electronic breakdowns, beyond the Station's control, there is an interruption or omission of any commercial announcement or program contracted to be broadcast hereunder, the Station may suggest a substitute time period or makegood for the broadcast of the interrupted or omitted commercial announcement or program. If no such substitute time period or makegood is acceptable to the Agency, the Station shall allow the Agency (1) with respect to a program, a pro rata reduction in the amount of money assigned to the time and/or program changes hereunder in the amount of money assigned to the time and/or program changes at time of purchase and (2) with respect to a commercial announcement, a reduction in the time charges equal to the amount of money assigned to the commercial announcement at time of purchase. The Agency shall have the benefit of the same discount which would have been earned if there had been no interruption or omission in the broadcast.

4. **SUBSTITUTION OF PROGRAMS OF PUBLIC SIGNIFICANCE** (a) The Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program which, in its absolute discretion, it deems to be of public significance. In any such case, the Station will notify the Agency in advance if reasonably possible, but where such notice cannot reasonably be given, the Station will notify the Agency within one business day after such scheduled broadcast has been cancelled. (b) If the Agency and the Station cannot agree upon a satisfactory substitute day and time, the broadcast time so preempted shall be deemed cancelled without affecting the rates, discounts, or rights provided under this contract, except that the Agency shall not have to pay for the cancelled Station charges. However, in such a case, if the program substituted by the Station is a sponsored program, the Station shall pay to the Agency, the Agency's actual non-cancelable live program (not taped nor recorded) in the cancelled time, and the reasonable allocated rental cost of tapes or recordings scheduled for the cancelled broadcast and not usable for future scheduling.

5. **RATES AND CHARGES** (a) The Station reserves the right to increase rates, but no such increases shall be applied to broadcasts under this contract, or renewal thereof, until three months after notification in writing to the Agency and acceptance by the Agency including specific rate revisions affecting this contract. (b) Broadcasts of a parent and/or its subsidiary company(ies) may be combined for discounts.

6. **PROGRAM AND COMMERCIAL MATERIAL** (a) Unless otherwise noted on the face of this contract, all program material, excluding commercial announcements, shall be furnished by the Station, and all commercial announcement material shall be furnished by the Agency. All expenses connected with the delivery of commercial announcements to the Station, and with return therefrom if return is directed, shall be paid by the Agency. The Station shall retain commercial material for six (6) months after last broadcast and may destroy such material thereafter, unless otherwise instructed by the Agency in writing. (b) The Station is required to advise the Agency broadcast operations desk by email, if the Agency furnished program or commercial material and scheduling instructions do not arrive two business days in advance of broadcast date. If such material and instructions do not arrive at the Station within two business days after the Station has notified the Agency, the Station may either makegood, or bill the Agency for the time reserved. The Station will exert all reasonable effort to broadcast material received from the Agency despite late receipt. (c) If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes or for any other cause beyond the Agency's control, the Agency cannot provide commercial and/or program material prior to scheduled broadcast hereunder, the Agency shall not be liable to the Station. In such event, the Station shall suggest a makegood for broadcast of said commercial and/or program material. If no such makegood is mutually agreed upon, the Station shall credit the Agency for the time and/or program changes hereunder in the amount of money assigned to the time period and/or program at time of purchase. The Agency shall have the benefit of the same rates, which would have been earned if the commercial announcement and/or program had been broadcast. (d) Broadcast program and commercial material provided by the Agency subject to the Station's approval and the Station may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality. In the event the program material is unsatisfactory, the Station shall notify the Agency by telephone within forty-eight (48) hours of the receipt of such material. A release of the Agency furnishes satisfactory material by three business days in advance of broadcast, the Station shall have the right to substitute its own program at no penalty to the Agency. In the event the commercial material within the program is unsatisfactory, the Station shall notify the Agency by telephone and subsequently by written confirmation, and unless the Agency furnishes satisfactory material two (2) business days prior to broadcast date, this contract may be terminated by either party without penalty to either party.

7. **BROADCAST LIABILITIES** (a) The Station agrees to hold and save the Agency and the Advertiser harmless against all liability resulting from the broadcast of (1) program material except program material furnished by the Agency and (2) musical compositions licensed for broadcasting by a music licensing organization of which the Station is a licensee. The Agency agrees to hold and save the Station harmless against all liability resulting from the broadcast of commercial material or program material furnished by the Agency except musical compositions licensed as stated above.

8. **STREAMING OF ADVERTISING** (a) The Station may not, by streaming or otherwise, disseminate any commercial announcement governed by this contract on any Internet Web site without prior approval of the Agency.

9. **GENERAL** (a) The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss of or damage to program or commercial material and other property furnished by the Agency prior to receipt. The Station will not accept or process mail, correspondence, or telephone calls in connection with broadcasts except after the Station's prior approval. (b) This contract, including the rights under it, may not be assigned or transferred without first obtaining the consent of the Station in writing, nor may the Station be required to perform hereunder in the benefit of any Advertiser other than the one named on the face of this contract. (c) Failure of the Agency or the Station to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision. (d) The Station's obligation hereunder shall survive the termination, expiration, or non-renewal of this contract and shall be subject to applicable Federal, state and local laws and regulations. (e) This contract contains the entire agreement between the parties relating to the subject matter herein contained, and no change or modification of any of its terms and provisions shall be effective unless made in writing.

# RADIO ORDER

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400 West Sunnyside Road  
Idaho Falls, ID 83402

**Sales Representative**  
Jay Miller  
jay.miller@eiradio.com  
Phone: 208-535-8331

**Station:** Riverbend Communications dba KCVI-FM      **Flight Dates:** 10/03/2022 - 10/09/2022 (1 weeks)  
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**Product:** Media  
**OrderNo:** 2426      **Date:** 9/28/2022  
**Page:** 3 of 3  
**Buyer:** Lindsey Vella  
**Email:** lindsey@mitchellpalmer.com

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Riverbend Communications, LLC  
400 West Sunnyside Road  
Idaho Falls, ID 83402  
(208) 535-8326

Term ID: 001

**Sale - Approved**

Date	09/29/22	Time 10:27:06
Method of Payment	MasterCard	
Entry Method	Manual	
Customer Name	Akroosh for ID Attorney Genera	
Account #	XXXXXXXXXXXX3928	
Order ID	3928	
Order Description:	Week 2 KCVI	
Approval Code	021036	
<b>Amount</b>	<b>\$153.00</b>	

THANK YOU FOR YOUR BUSINESS

Merchant Copy