



**POLITICAL & ISSUE ADVERTISERS  
PUBLIC FILE CHECKLIST**

**Flight Date(s):** 11/6 - 11/8/2016

The following documents are included in the public file for:

Klint Kosta for State Representative  
(Advertiser)

**Issue Advertising or Political Candidate:**

Issue Advertising  Political Candidate

**Documents in this file:**

- Insertion Order from Agency/Rep Firm [Original and Revisions]
- Station Broadcast Sales Order [Original and Revisions]
- Sponsorship Disclosure Statement (i.e. NAB form)
- Copy of check(s) or credit card authorization(s)

Filed By: Erina Albertson Date: 11/4/16

( ) Checked

Nov 04, 16  
 CONT# 30230113 Mod# Ver# 1 (Last = )  
 REP WW1 National  
 TO WJR-AM (Detroit, MI)  
 FM BRIAN DONLEY  
 OFF PHILADELPHIA  
 AGY Katz Media Group  
 ADDR 125 West 55th Street 3rd Floor  
 New York, NY 10019

DDS CONT# 0  
 C/P/E: unk / unk / unk

SALESPERSON FAX#

PH #

BYR Helen Hanratty  
 ADV KLINT KESTO FOR STATE REPRESENTATIVE  
 PDT State Candidate  
 FLT Nov 05, 16 - Nov 08, 16

\* REP ORDER COMMENT \*

\*\* 11/4/2016 3:56:00 PM: THE KATZ RADIO GROUP AE WILL SEND SPOT/TRAFFIC, NAB AND PROOF OF PAYMENT BEFORE START. THANK YOU!

\*\* 11/4/2016 3:56:00 PM: THIS IS A KATZ MEDIA GROUP ORDER. ALL BILLING SHOULD BE SENT TO KATZ MEDIA GROUP 125 W 55TH ST./NY,NY 10019. KATZ MEDIA GROUP IS NOT LIABLE FOR PAYMENT.

\*\* 11/4/2016 3:56:00 PM: THIS IS A NEW ORDER. PLEASE CONFIRM ASAP. THANK YOU!

MC	LN	DAYS	TIME	LEN	EFFECTIVE DATES	# OF WKS	NPW	RATE	TOT SPTS
	1.1	<u>FLIGHT 1</u> .....S	12P - 12P	60	11/6/2016 - 11/6/2016	1W	1	\$2,800.00	1
		LIONS GAME SPOT							
					** WEEKLY FLIGHT TOTALS **		1	\$2,800.00	
	2.1	<u>FLIGHT 2</u> M.....	6A - 10A	60	11/7/2016 - 11/7/2016	1W	5	\$450.00	5
	2.2	M.....	3P - 7P	60	11/7/2016 - 11/7/2016	1W	4	\$250.00	4
	2.3	.T.....	6A - 10A	60	11/8/2016 - 11/8/2016	1W	5	\$450.00	5
					** WEEKLY FLIGHT TOTALS **		14	\$5,500.00	

	Nov 16				
SPOTS	15				
CASH	8300.00				
TRADE	0.00				
NSL	0.00				
TOTAL	8300.00				

CONT# 30230113 Mod# Ver# 1 (Last = )  
REP WW1 National

DDS CONT# 0  
C/P/E: unk / unk / unk

						<b>TOTAL</b>
SPOTS						15
CASH						8,300.00
TRADE						0.00
NSL						0.00
TOTAL						8,300.00

**\*\* Competitive Comments \*\***

SVC:

Demo Adults 35+

Nondiscrimination -Paragraphs 49 and 50 of the United States Federal Communications Commission's Report and Order No. 07-217 provides that broadcast stations' advertising contracts will not discriminate on the basis of race or ethnicity, and must contain nondiscrimination clauses. Consistent with this order, Katz Communications, Inc. (including any subsidiary or division of Katz) does not discriminate in any broadcast advertising contract on the basis of race or ethnicity and evaluates, negotiates and completes its broadcast advertising contracts without regard to race or ethnicity.

**Sales Order**

Advertiser <b>KLINT KESTO FOR STATE REPRESENTATIVE</b> Agency <b>KATZ GROUP SALES</b>  Bill To <b>KATZ GROUP SALES</b> <b>125 WEST 55TH STREET 3RD FLOOR</b>  <b>NEW YORK, NY 10019</b>  Account Executive <b>Philly Katz</b> Contract # <b>WJR 35235</b> Estimate # <b>UNK / UNK / UNK</b> Description <b>State Candidate</b>  Stratus # <b>35236</b> Special Instructions <b>LINE ONE IS FROM WJR ORDER 32523, BUT IS A LIONS' RATE AND NEEDS TO BE SCHEDULED ON A LIONS STATION CONTRACT.</b>  Contact <b>(310) 670-9278</b>	New / Revision <b>New</b> Start Date <b>11/06/16</b> End Date <b>11/06/16</b> Month Type <b>Broadcast</b> Billing Cycle <b>End of Flight</b> Agency Comm. <b>15.000</b> Co-op <b>No</b> Co-op Product Notarized <b>N</b> # of Invoices <b>1</b> Make Goods <b>Make Good in Flight</b> Income Type <b>Political: National Agency Candidate "Use" - 42200</b> Local Income Type <b>Political Candidate</b> Competitive Code <b>Political Advt#4442 Agcy#170</b>  Order Entered <b>11/04/16</b>
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**Schedule**

#	Sponsor Log Name Revenue Types	Length Rate Line#	Start Date End Date	Start time End time	Auto Weekly	#/Wk	M	T	W	T	F	S	S	Total
1	LOCAL PLAY BY PLAY KLINT KESTO FOR STATE REP/IN GAME	60 2800.00	11/06/16 11/06/16	1:00PM 5:00PM	N								1	2800.00 1 Spots
	Political: National Agency Candidate "Use" - 42200 / Political Candidate	500392	All Weeks											REVISED

Nov 16 = 2800.00 / 2380.00	Dec 16 = 0.00 / 0.00	Jan 17 = 0.00 / 0.00	Feb 17 = 0.00 / 0.00	Mar 17 = 0.00 / 0.00	Apr 17 = 0.00 / 0.00
May 17 = 0.00 / 0.00	Jun 17 = 0.00 / 0.00	Jul 17 = 0.00 / 0.00	Aug 17 = 0.00 / 0.00	Sep 17 = 0.00 / 0.00	Oct 17 = 0.00 / 0.00

<b>Gross: 2800.00    Net: 2380.00    Total Due: 2380.00    1 Spots</b>
<p><b>Client Acceptance:</b> _____ <b>Date:</b> _____</p> <p><b>Account Executive:</b> 11/4/2016 4:33:27 PM by ERINA ALBERTSON</p> <p><b>Sales / Market Manager:</b> 11/4/2016 4:34:11 PM by Jennifer Van Vallis</p> <p><b>Business Manager:</b></p> <p><b>Traffic Manager:</b></p>
V 5.2
<b>ALL ORDERS SUBJECT TO THE STANDARD TERMS AND CONDITIONS ATTACHED HERETO</b>

## STANDARD TERMS AND CONDITIONS

### 1. PARTIES

For purposes of this agreement:

- (a) "Station" shall refer to radio stations owned and operated by Cumulus Broadcasting LLC and/or Cumulus Media Partners LLC, the licensee(s), which will broadcast the announcements or programs as provided for hereunder.
- (b) "Advertiser" shall mean the person, firm, or corporation whose goods, services, or the like are the subject(s) of the radio time contracted for herein.
- (c) "Agency" shall mean the advertising agency, if any, that authorized the purchase of radio time from the Station.
- (d) "Advertiser/Agency" shall mean "Advertiser" if an agency is not involved with this agreement, and shall mean "Advertiser and/or Agency" if an agency is involved with this agreement.

### 2. AGENCY AS AGENT FOR ADVERTISER

Agency acknowledges and represents that it is acting as an agent for and on behalf of Advertiser. Agency further acknowledges and represents that it has actual authority to enter into this agreement for and on behalf of Advertiser. If an agency is involved with this agreement, Agency and Advertiser shall be jointly and severally liable for all payments to be made to Station under this agreement.

### 3. PAYMENT AND BILLING

- (a) Station will invoice Advertiser/Agency not less than monthly.
- (b) Station's Invoices for broadcasts, announcements, or other services provided under this agreement shall be deemed correct unless proven otherwise, and shall be, in the case of broadcasts or announcements, based on Station's log.
- (c) Upon Advertiser's/Agency's request, Station shall furnish an affidavit or certification of performance at the time of billing. Unless the request is received prior to billing, the request for an affidavit or certification of performance shall not act as a condition precedent to any payment or the time of any payment called for under this agreement.
- (d) Payment by Advertiser/Agency is due on receipt of invoice and is considered past due at 30 days. Payments not made within 30 days shall bear interest at the rate of 1½ percent per month or the maximum amount permitted by law, if less than 1½ percent per month. If Advertiser/Agency fails to make payments as provided for herein, or if Advertiser/Agency fails to comply with any other provision of this agreement, notwithstanding any other contract provision, Station shall have the right, in addition to any other rights it may have, without notice, to cancel or suspend any broadcasting or to cancel this agreement. Station reserves the right to revoke any agency commission, in whole or in part, in the event that payments are not made as provided for herein.

### 4. TERMINATION

Either party may terminate this agreement by giving the other party 14 days prior written notice. If Advertiser/Agency so terminates this agreement, it shall pay Station at the rate on which this agreement is based up to the effective date of termination. If Station so terminates this agreement, Advertiser/Agency will either agree with Station on a satisfactory substitute day or time for continuance of the broadcast or announcements covered by this agreement at the rates on which this agreement is based for such substitute time, or if no such agreement can be reached, Advertiser/Agency will pay Station according to the rates specified herein for all broadcasts or announcements previously rendered by Station. Station may terminate this agreement at any time upon breach by Advertiser/Agency. In the event of termination hereunder, neither party shall be liable to the other party otherwise than as specified in this agreement.

### 5. SUBSTITUTION OF PROGRAMS OF PUBLIC IMPORTANCE OR IN THE PUBLIC INTEREST

- (a) Station shall have the right to cancel any broadcast or announcement or any portion thereof covered by this agreement in order to broadcast any program that Station, in its absolute discretion, deems to be of public importance or in the public interest. In such case, Station will notify Advertiser/Agency in advance, if reasonably possible, but if not, within a reasonable time after such broadcast or announcement has been canceled.
- (b) In the event that any broadcast or announcement is canceled under paragraph 5(a) above, Advertiser/Agency and Station will agree on a satisfactory substitute day and time for the broadcast or announcement, or if no such agreement can be reached within 7 days after notice of cancellation, the broadcast or announcement will be considered canceled without affecting the rates or rights provided under this agreement, except that Advertiser/Agency shall not be required to pay for the cancelled broadcast or announcement.

### 6. FAILURE TO BROADCAST

If, due to public emergency or necessity, restrictions imposed by law, acts of God, labor disputes, or for any other cause, including mechanical, electronic or technical breakdowns beyond Station's control, there is an interruption or omission of any program or commercial announcement contracted to be broadcast hereunder, Station shall not be in breach hereof, but upon agreement with Advertiser/Agency, Station shall substitute a reasonable equivalent date and time for the broadcast of the interrupted or omitted program or commercial announcement. If no such substitute time is available or agreed upon between the parties, the time charges allocable to the interrupted or omitted program or commercial announcement will be waived.

### 7. RATE PROTECTION

Station reserves the right at any time, upon 30-days written notice, to change the rates, discounts, or charges hereunder.

### 8. COMMERCIAL MATERIALS; INDEMNIFICATION

- (a) This agreement is not exclusive as to Advertiser's business, products, or services and Station remains free to solicit and broadcast programs or announcements of other advertisers whether or not they are in competition with Advertiser's business, products, or services. All commercial materials, audio or video tapes, programs, or other similar materials shall be furnished and delivered to Station at Advertiser's/Agency's sole expense. Such materials, together with any instructions pertaining thereto, shall be delivered at least 48 hours in advance of the scheduled broadcast or announcement. All materials furnished for broadcast shall not be contrary to the public interest and shall conform to Station's then-existing program and operating policy and quality standards, and are subject to Station's prior approval and continuing right to reject or require editing of such materials. No advertising matter, announcement, or program that may be deemed, in the Station's sole discretion, injurious or prejudicial to the public's interest the Station, or honest advertising and reputable business in general will be accepted. Station may destroy or dispose of any commercial material 60 days after the last broadcast hereunder, unless otherwise instructed in writing by Advertiser/Agency.
- (b) Notwithstanding Station's approval rights in paragraph 8(a), Advertiser/ Agency shall indemnify and hold Station, its agents, employees, and officers harmless from and against all claims, damages, obligations, liabilities, costs and expenses, including attorneys' fees, that arise out of or result from any broadcast, preparation of any broadcast, or contemplated broadcast of materials furnished by or on behalf of Advertiser/Agency, or furnished by Station at Advertiser's/ Agency's request for use in connection with commercial material, including but not limited to those arising out of or that result from libel, slander, invasion of privacy rights, or infringement of any proprietary rights. Advertiser/Agency warrants that all materials furnished to Station truly represent Advertiser's business, products, or services and will be free from false claims or assertions. This paragraph 8(b) shall survive cancellation or termination of this agreement.

### 9. DISPUTES

Any discrepancy, dispute, or disagreement by Advertiser/Agency with any broadcast, announcement, program, or other service provided by Station hereunder or related to the amount charged by Station for same shall be reported to Station in writing within 20 days from the date of the invoice relating to same, time being of the essence. Failure to report such discrepancy, dispute, or disagreement in writing within such time shall constitute a waiver of all claims by Advertiser/Agency arising out of or related to such discrepancy, dispute, or disagreement.

### 10. GENERAL

- (a) This agreement is subject to the terms of the licenses held by Station and is further subject to all federal, state, and municipal laws and regulations now in force or that may be enacted in the future, including but not limited to the Rules and Regulations of the Federal Communications Commission and its decisions, actions, and orders when acting under its quasi-legislative powers.
- (b) This agreement, including the rights and obligations under it, may not be assigned or transferred without first obtaining Station's written consent, nor may Station be required to broadcast hereunder for the benefit of any Advertiser/ Agency other than those named on the face of this agreement.
- (c) In the event of a breach by Station, Advertiser's/Agency's exclusive remedy therefore shall be a credit for substituted advertising time of equal value, and in no event shall Station be liable for any consequential, incidental, or punitive damages, or monetary damages of any type.
- (d) This agreement shall be construed under and according to the laws of the State in which the Station's main studio is located. All parties hereto agree that in any action brought to enforce the obligation or right of any party hereunder, each party consents to personal jurisdiction and venue in any court of appropriate jurisdiction in the county or parish where the Station's main studio is located.
- (e) If it becomes necessary for Station to place Advertiser's/Agency's account with an attorney or collection agency for the purpose of enforcing its rights hereunder, Advertiser/Agency shall be liable to Station for reasonable attorneys' fees, costs, and expenses.
- (f) All notices hereunder shall be in writing and delivered by hand or registered or certified mail and shall be deemed given when delivered in person or, if mailed, on the second business day after the date of the mailing. Any notice hereunder shall be sufficient if given to either Advertiser or Agency.
- (g) If any provision of this agreement shall be adjudged by a court to be void or unenforceable, such adjudication shall not affect the validity or enforceability of any other provision of this agreement.
- (h) The provisions hereof constitute the entire agreement between the parties and supersede any and all other transactions, negotiations, or representations whatsoever as to the broadcast or announcements, or the parties' rights and obligations hereunder, and shall not be modified except in writing.
- (i) This Station does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race, gender or ethnicity. Advertiser hereby certifies that it is not buying broadcasting air time under this advertising sales agreement for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, gender, national origin or ancestry.

## STANDARD TERMS AND CONDITIONS

5/3/2011

## Sales Order

Advertiser <b>KLINT KESTO FOR STATE REPRESENTATIVE</b> Agency <b>KATZ GROUP SALES</b>  Bill To <b>KATZ GROUP SALES</b> <b>125 WEST 55TH STREET 3RD FLOOR</b>  <b>NEW YORK, NY 10019</b>  Account Executive <b>Philly Katz</b> Contract # <b>30230113</b> Estimate # <b>unk / unk / unk</b> Description <b>State Candidate</b>  Stratus # <b>35235</b> Special <b>LINE ONE IS BEING TRANSFERRED TO A LIONS STATION</b> Instructions <b>CONTRACT AS IT IS A LIONS RATE/DAYPART.</b>  Contact <b>(310) 670-9278</b>	New / Revision <b>New</b> Start Date <b>11/05/16</b> End Date <b>11/08/16</b> Month Type <b>Broadcast</b> Billing Cycle <b>End of Flight</b> Agency Comm. <b>15.000</b> Co-op <b>No</b> Co-op Product Notarized <b>N</b> # of Invoices <b>1</b> Make Goods <b>Make Good in Flight</b> Income Type <b>Political: National Agency Candidate "Use" - 42200</b> Local Income Type <b>Political National - 42200</b> Competitive Code <b>Political Advt#4442 Agcy#170</b>  Order Entered <b>11/04/16</b>
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## Schedule

#	Sponsor Log Name Revenue Types	Length Rate Line#	Start Date End Date	Start time End time	Auto Weekly	#/Wk	M	T	W	T	F	S	S	Total
1	KLINT KESTO FOR STATE REPRESENTATIVE	60 450.00	11/07/16 11/07/16	6:00AM 10:00AM	N		5	0	0	0	0	0	0	2250.00 5 Spots
	Political: National Agency Candidate "Use" - 42200 / Political National - 42200	500388	All Weeks											
2	KLINT KESTO FOR STATE REPRESENTATIVE	60 250.00	11/07/16 11/07/16	3:00PM 7:00PM	N		4	0	0	0	0	0	0	1000.00 4 Spots
	Political: National Agency Candidate "Use" - 42200 / Political National - 42200	500389	All Weeks											
3	KLINT KESTO FOR STATE REPRESENTATIVE	60 450.00	11/08/16 11/08/16	6:00AM 10:00AM	N		0	5	0	0	0	0	0	2250.00 5 Spots
	Political: National Agency Candidate "Use" - 42200 / Political National - 42200	500390	All Weeks											
Nov 16 = 5500.00 / 4675.00		Dec 16 = 0.00 / 0.00		Jan 17 = 0.00 / 0.00		Feb 17 = 0.00 / 0.00		Mar 17 = 0.00 / 0.00		Apr 17 = 0.00 / 0.00				
May 17 = 0.00 / 0.00		Jun 17 = 0.00 / 0.00		Jul 17 = 0.00 / 0.00		Aug 17 = 0.00 / 0.00		Sep 17 = 0.00 / 0.00		Oct 17 = 0.00 / 0.00				

Gross: 5500.00 Net: 4675.00 Total Due: 4675.00 14 Spots

Client Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Account Executive: 11/4/2016 4:38:58 PM by ERINA ALBERTSON

Sales / Market Manager: 11/4/2016 4:47:39 PM by Jennifer Van Vallis

Business Manager: 11/4/2016 4:49:41 PM by diane.cunningham

Traffic Manager: 11/4/2016 4:50:25 PM by LaNessia Bryant

V 5.2

ALL ORDERS SUBJECT TO THE STANDARD TERMS AND CONDITIONS ATTACHED HERETO

## STANDARD TERMS AND CONDITIONS

### 1. PARTIES

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- (a) "Station" shall refer to radio stations owned and operated by Cumulus Broadcasting LLC and/or Cumulus Media Partners LLC, the licensee(s), which will broadcast the announcements or programs as provided for hereunder.
- (b) "Advertiser" shall mean the person, firm, or corporation whose goods, services, or the like are the subject(s) of the radio time contracted for herein.
- (c) "Agency" shall mean the advertising agency, if any, that authorized the purchase of radio time from the Station.
- (d) "Advertiser/Agency" shall mean "Advertiser" if an agency is not involved with this agreement, and shall mean "Advertiser and/or Agency" if an agency is involved with this agreement.

### 2. AGENCY AS AGENT FOR ADVERTISER

Agency acknowledges and represents that it is acting as an agent for and on behalf of Advertiser. Agency further acknowledges and represents that it has actual authority to enter into this agreement for and on behalf of Advertiser. If an agency is involved with this agreement, Agency and Advertiser shall be jointly and severally liable for all payments to be made to Station under this agreement.

### 3. PAYMENT AND BILLING

- (a) Station will invoice Advertiser/Agency not less than monthly.
- (b) Station's invoices for broadcasts, announcements, or other services provided under this agreement shall be deemed correct unless proven otherwise, and shall be, in the case of broadcasts or announcements, based on Station's log.
- (c) Upon Advertiser's/Agency's request, Station shall furnish an affidavit or certification of performance at the time of billing. Unless the request is received prior to billing, the request for an affidavit or certification of performance shall not act as a condition precedent to any payment or the time of any payment called for under this agreement.
- (d) Payment by Advertiser/Agency is due on receipt of invoice and is considered past due at 30 days. Payments not made within 30 days shall bear interest at the rate of 1½ percent per month or the maximum amount permitted by law, if less than 1½ percent per month. If Advertiser/Agency fails to make payments as provided for herein, or if Advertiser/Agency fails to comply with any other provision of this agreement, notwithstanding any other contract provision, Station shall have the right, in addition to any other rights it may have, without notice, to cancel or suspend any broadcasting or to cancel this agreement. Station reserves the right to revoke any agency commission, in whole or in part, in the event that payments are not made as provided for herein.

### 4. TERMINATION

Either party may terminate this agreement by giving the other party 14 days prior written notice. If Advertiser/Agency so terminates this agreement, it shall pay Station at the rate on which this agreement is based up to the effective date of termination. If Station so terminates this agreement, Advertiser/Agency will either agree with Station on a satisfactory substitute day or time for continuance of the broadcast or announcements covered by this agreement at the rates on which this agreement is based for such substitute time, or if no such agreement can be reached, Advertiser/Agency will pay Station according to the rates specified herein for all broadcasts or announcements previously rendered by Station. Station may terminate this agreement at any time upon breach by Advertiser/Agency. In the event of termination hereunder, neither party shall be liable to the other party otherwise than as specified in this agreement.

### 5. SUBSTITUTION OF PROGRAMS OF PUBLIC IMPORTANCE OR IN THE PUBLIC INTEREST

- (a) Station shall have the right to cancel any broadcast or announcement or any portion thereof covered by this agreement in order to broadcast any program that Station, in its absolute discretion, deems to be of public importance or in the public interest. In such case, Station will notify Advertiser/Agency in advance, if reasonably possible, but if not, within a reasonable time after such broadcast or announcement has been canceled.
- (b) In the event that any broadcast or announcement is canceled under paragraph 5(a) above, Advertiser/Agency and Station will agree on a satisfactory substitute day and time for the broadcast or announcement, or if no such agreement can be reached within 7 days after notice of cancellation, the broadcast or announcement will be considered canceled without affecting the rates or rights provided under this agreement, except that Advertiser/Agency shall not be required to pay for the cancelled broadcast or announcement.

### 6. FAILURE TO BROADCAST

If, due to public emergency or necessity, restrictions imposed by law, acts of God, labor disputes, or for any other cause, including mechanical, electronic or technical breakdowns beyond Station's control, there is an interruption or omission of any program or commercial announcement contracted to be broadcast hereunder, Station shall not be in breach hereof, but upon agreement with Advertiser/Agency, Station shall substitute a reasonable equivalent date and time for the broadcast of the interrupted or omitted program or commercial announcement. If no such substitute time is available or agreed upon between the parties, the time charges allocable to the interrupted or omitted program or commercial announcement will be waived.

### 7. RATE PROTECTION

Station reserves the right at any time, upon 30-days written notice, to change the rates, discounts, or charges hereunder.

### 8. COMMERCIAL MATERIALS; INDEMNIFICATION

- (a) This agreement is not exclusive as to Advertiser's business, products, or services and Station remains free to solicit and broadcast programs or announcements of other advertisers whether or not they are in competition with Advertiser's business, products, or services. All commercial materials, audio or video tapes, programs, or other similar materials shall be furnished and delivered to Station at Advertiser's/Agency's sole expense. Such materials, together with any instructions pertaining thereto, shall be delivered at least 48 hours in advance of the scheduled broadcast or announcement. All materials furnished for broadcast shall not be contrary to the public interest and shall conform to Station's then-existing program and operating policy and quality standards, and are subject to Station's prior approval and continuing right to reject or require editing of such materials. No advertising matter, announcement, or program that may be deemed, in the Station's sole discretion, injurious or prejudicial to the public's interest the Station, or honest advertising and reputable business in general will be accepted. Station may destroy or dispose of any commercial material 60 days after the last broadcast hereunder, unless otherwise instructed in writing by Advertiser/Agency.
- (b) Notwithstanding Station's approval rights in paragraph 8(a), Advertiser/ Agency shall indemnify and hold Station, its agents, employees, and officers harmless from and against all claims, damages, obligations, liabilities, costs and expenses, including attorneys' fees, that arise out of or result from any broadcast, preparation of any broadcast, or contemplated broadcast of materials furnished by or on behalf of Advertiser/Agency, or furnished by Station at Advertiser's/ Agency's request for use in connection with commercial material, including but not limited to those arising out of or that result from libel, slander, invasion of privacy rights, or infringement of any proprietary rights. Advertiser/Agency warrants that all materials furnished to Station truly represent Advertiser's business, products, or services and will be free from false claims or assertions. This paragraph 8(b) shall survive cancellation or termination of this agreement.

### 9. DISPUTES

Any discrepancy, dispute, or disagreement by Advertiser/Agency with any broadcast, announcement, program, or other service provided by Station hereunder or related to the amount charged by Station for same shall be reported to Station in writing within 20 days from the date of the invoice relating to same, time being of the essence. Failure to report such discrepancy, dispute, or disagreement in writing within such time shall constitute a waiver of all claims by Advertiser/Agency arising out of or related to such discrepancy, dispute, or disagreement.

### 10. GENERAL

- (a) This agreement is subject to the terms of the licenses held by Station and is further subject to all federal, state, and municipal laws and regulations now in force or that may be enacted in the future, including but not limited to the Rules and Regulations of the Federal Communications Commission and its decisions, actions, and orders when acting under its quasi-legislative powers.
- (b) This agreement, including the rights and obligations under it, may not be assigned or transferred without first obtaining Station's written consent, nor may Station be required to broadcast hereunder for the benefit of any Advertiser/ Agency other than those named on the face of this agreement.
- (c) In the event of a breach by Station, Advertiser's/Agency's exclusive remedy therefore shall be a credit for substituted advertising time of equal value, and in no event shall Station be liable for any consequential, incidental, or punitive damages, or monetary damages of any type.
- (d) This agreement shall be construed under and according to the laws of the State in which the Station's main studio is located. All parties hereto agree that in any action brought to enforce the obligation or right of any party hereunder, each party consents to personal jurisdiction and venue in any court of appropriate jurisdiction in the county or parish where the Station's main studio is located.
- (e) If it becomes necessary for Station to place Advertiser's/Agency's account with an attorney or collection agency for the purpose of enforcing its rights hereunder, Advertiser/Agency shall be liable to Station for reasonable attorneys' fees, costs, and expenses.
- (f) All notices hereunder shall be in writing and delivered by hand or registered or certified mail and shall be deemed given when delivered in person or, if mailed, on the second business day after the date of the mailing. Any notice hereunder shall be sufficient if given to either Advertiser or Agency.
- (g) If any provision of this agreement shall be adjudged by a court to be void or unenforceable, such adjudication shall not affect the validity or enforceability of any other provision of this agreement.
- (h) The provisions hereof constitute the entire agreement between the parties and supersede any and all other transactions, negotiations, or representations whatsoever as to the broadcast or announcements, or the parties' rights and obligations hereunder, and shall not be modified except in writing.
- (i) This Station does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race, gender or ethnicity. Advertiser hereby certifies that it is not buying broadcasting air time under this advertising sales agreement for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, gender, national origin or ancestry.

## STANDARD TERMS AND CONDITIONS

5/3/2011



- Home
- Change Station
- Dashboard
- Weekly Planner
- Greensheets
- Account List
- Orders
- Schedule Spots
- Schedule Copy
- Accounting
- Administration
- Sales Reports
- Reports
- Minute Based Inventory
- Sales Training
- Logout
- Help

Welcome,  
ERINA ALBERTSON  
from  
Cumulus - Detroit

**WJR-AM SALES ORDER**

Advertiser 4442	KLINT KESTO FOR STATE REPRESENTATIVE	New	New
Agency 170	KATZ GROUP SALES	Start Date	11/05/16
Account Executive	Katz, Philly	End Date	11/08/16 <input type="button" value="End All"/>
Contract #	30230113	Month Type	Broadcast
Estimate #	unk / unk / unk	Billing Cycle	End of Flight
Description	State Candidate	Agency Commission	15.000
Corporate Revenue	Political: National Agency Candidate "Use" - 42200	CO-OP	No
Station Revenue	Political National - 42200	Notarized	No
Corp. Comp. Type	Political	# of Invoice copies	1 <input type="checkbox"/> Do Not Print
Station Comp. Type	UNUSED	Created / Revised	11/04/16 / 11/04/16
Make Goods	Make good in flight	Suppress Rates	<input type="checkbox"/>
CO-OP Product		Stratus #	35235
Separation	Contract 00 : 30 : 00 Acct 00 : 10 : 00	Sales Info	New Business <input checked="" type="checkbox"/> RFP? <input type="checkbox"/> No
Corporate Campaign	<None Selected>	Station Campaign	<None Selected>

Cash in Advance Good Thru 11/08/16

Special Instructions: LINE ONE IS BEING TRANSFERRED TO A LIONS STATION CONTRACT AS IT IS A LIONS RATE/DAYPART.

(1) Attachments

Clear Approvals and Save Changes to Scheduled Order?

Sponsor/Avail	Len	Rate	Start Date	Start Time	Auto Wkly	# Wk	Mo	Tu	We	Th	Fr	Sa	Su	Total
1 Detail Line # 500387 <input type="checkbox"/> Dup <input checked="" type="checkbox"/> Del <input checked="" type="checkbox"/> Rev <input type="checkbox"/> Plus Stream <input type="checkbox"/> Live Read <input type="checkbox"/> Endorsement Rev/No Charge: Revenue	60	2800.00	11/06/16	12:00 PM	<input type="checkbox"/>	0	0	0	0	0	0	0	1	2800.00 0 Spots
<input type="button" value="Edit"/> <input type="button" value="Weeks"/> <input type="button" value="All Weeks"/>														
2 Detail Line # 500388 <input type="checkbox"/> Dup <input type="checkbox"/> Del <input checked="" type="checkbox"/> Rev <input type="checkbox"/> Plus Stream <input type="checkbox"/> Live Read <input type="checkbox"/> Endorsement Rev/No Charge: Revenue	60	450.00	11/07/16	6:00 AM	<input type="checkbox"/>	5	0	0	0	0	0	0	0	2250.00 5 Spots
<input type="button" value="Edit"/> <input type="button" value="Weeks"/> <input type="button" value="All Weeks"/>														
Sponsor/Avail <Normal Avail>	60	Rate												

Cumulus Traffic and Billing

3	Log Name	250.00	Start Date	Start Time	Auto Wkly	# Wk	Mo	Tu	We	Th	Fr	Sa	Su	Total
	Detail Line # 500389	Internal Rate	11/07/16	3:00 PM	<input type="checkbox"/>	4	0	0	0	0	0	0	0	1000.00
	<input type="checkbox"/> Dup <input type="checkbox"/> Del <input checked="" type="checkbox"/> Rev <input type="checkbox"/> Plus Stream	Priority	End Date	End Time										4 Spots
	<input type="checkbox"/> Live Read <input type="checkbox"/> Endorsement	3 B	11/07/16	7:00 PM										
Rev/No Charge	Comm %	0.000												
<input type="button" value="Edit"/> <input type="button" value="Weeks"/> <input type="button" value="All Weeks"/>														

4	Sponsor/Avail	Len 60	Rate	Start Date	Start Time	Auto Wkly	# Wk	Mo	Tu	We	Th	Fr	Sa	Su	Total
	<Normal Avail>	450.00	Internal Rate	11/08/16	6:00 AM	<input type="checkbox"/>	0	5	0	0	0	0	0	0	2250.00
	Log Name	Priority	End Date	End Time										6 Spots	
	Detail Line # 500390	3 B	11/08/16	10:00 AM											
<input type="checkbox"/> Dup <input type="checkbox"/> Del <input checked="" type="checkbox"/> Rev <input type="checkbox"/> Plus Stream	Comm %	0.000													
<input type="checkbox"/> Live Read <input type="checkbox"/> Endorsement															
Rev/No Charge															
<input type="button" value="Edit"/> <input type="button" value="Weeks"/> <input type="button" value="All Weeks"/>															

5	Sponsor/Avail	Len 60	Rate	Start Date	Start Time	Auto Wkly	# Wk	Mo	Tu	We	Th	Fr	Sa	Su	Total
	<Normal Avail>	2800.00	Internal Rate	11/06/16	12:00 PM	<input type="checkbox"/>	0	0	0	0	0	0	1	2800.00	
	Log Name	Priority	End Date	End Time										0 Spots	
	Detail Line # 500391	1 A	11/06/16	12:00 PM											
<input type="checkbox"/> Dup <input checked="" type="checkbox"/> Del <input checked="" type="checkbox"/> Rev <input type="checkbox"/> Plus Stream	Comm %	0.000													
<input type="checkbox"/> Live Read <input type="checkbox"/> Endorsement															
Rev/No Charge															
<input type="button" value="Edit"/> <input type="button" value="Weeks"/> <input type="button" value="All Weeks"/>															

AE OK	11/4/2016 4:38:58 PM by ERINA ALBERTSON	MM OK	11/4/2016 4:47:39 PM by Jennifer Van Vallis
BM OK	11/4/2016 4:49:41 PM by dlane.cunningham	Scheduled	

Nov 16 = 5500.00 / 4675.00	Dec 16 = 0.00 / 0.00	Jan 17 = 0.00 / 0.00	Feb 17 = 0.00 / 0.00	Mar 17 = 0.00 / 0.00	Apr 17 = 0.00 / 0.00
May 17 = 0.00 / 0.00	Jun 17 = 0.00 / 0.00	Jul 17 = 0.00 / 0.00	Aug 17 = 0.00 / 0.00	Sep 17 = 0.00 / 0.00	Oct 17 = 0.00 / 0.00
WWR-AM Contract Totals: 5500.00 / 4675.00 14 Spots Spot Revenue 5500.00 Non Spot Revenue 0 Sales Commission 0.00					

Option (16ms) Order (63ms) Header (63ms) List (63ms) Bind (78ms) Detail (78ms) Total (78ms)  
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STRATEGIC MEDIA PLACEMENT, INC.

7669 Stagers Loop  
Delaware, OH 43015-7010

THE HUNTINGTON NATIONAL BANK  
25-002440

29823

11/4/2016

PAY TO THE ORDER OF KATZ

\$ \*\*10,200.00

Ten Thousand Two Hundred and 00/100\*\*\*\*\* DOLLARS

KATZ

MEMO

MIHRCC: MIHD 39 Kesto

⑈029823⑈ ⑆044000024⑆ 01892394091⑈

STRATEGIC MEDIA PLACEMENT, INC.

29823

KATZ

11/4/2016

MIHRCC: MIHD 39 Kesto

10,200.00

Checking - Media Buy MIHRCC: MIHD 39 Kesto

10,200.00

STRATEGIC MEDIA PLACEMENT, INC.

29823

KATZ

11/4/2016

MIHRCC: MIHD 39 Kesto

10,200.00

PAYMENT RECORD

Checking - Media Buy MIHRCC: MIHD 39 Kesto

10,200.00



INVOICE

Bill To: KATZ GROUP SALES
125 WEST 55TH STREET 3RD FLOOR
NEW YORK, NY 10019

Remit To: 3580 Momentum Place
Chicago, IL 60689-5335
Station: Cumulus - Detroit - xDetroit Lions
Phone#: 313-873-9713

Invoice #: 1202177794 EDI INVOICE
Invoice 11/06/16
Date:
Order #: 35236

KLINT KESTO FOR STATE REPRESENTATIVE
Advt#4442 Agcy#170

Acct Exec: Philly Katz
Estimate #: UNK / UNK / UNK
Description: State Candidate

Terms: Due on Receipt

Table with 8 columns: Day, Date, Time, Len, Line #, Rate, CI, Product. Row 1: Sun, 11/06/16, 2:32PM, 60, 500392, \$2,800.00, A, MIHOUSE\_KESTO\_STRONG\_RGMIKEST1601

Gross Amount \$2,800.00 Total Spots 1
Agency Commission \$420.00
Net Amount \$2,380.00 Terms: Due on Receipt



**INVOICE**

**Bill To: KATZ GROUP SALES**  
**125 WEST 55TH STREET 3RD FLOOR**

**NEW YORK, NY 10019**

**Remit To: 3580 Momentum Place**  
**Chicago, IL 60689-5335**  
**Station: Cumulus - Detroit - WJR-AM**  
**Phone#: 313-873-9713**

**Invoice #: 1202177928 EDI INVOICE**  
**Invoice Date: 11/13/16**  
**Order #: 35235**

**KLINT KESTO FOR STATE REPRESENTATIVE**  
 Advt#4442 Agcy#170

**Acct Exec: Philly Katz**  
**Estimate #: unk / unk / unk**  
**Description: State Candidate**

**Terms: Due on Receipt**

Day	Date	Time	Len	Line #	Rate	CI	Product
Mon	11/07/16	6:13AM	60	500388	\$450.00	B	MIHOUSE_KESTO_STRONG_RGMIKEST1601
Mon	11/07/16	6:44AM	60	500388	\$450.00	B	MIHOUSE_KESTO_STRONG_RGMIKEST1601
Mon	11/07/16	7:29AM	60	500388	\$450.00	B	MIHOUSE_KESTO_STRONG_RGMIKEST1601
Mon	11/07/16	8:42AM	60	500388	\$450.00	B	MIHOUSE_KESTO_STRONG_RGMIKEST1601
Mon	11/07/16	8:52AM	60	500388	\$450.00	B	MIHOUSE_KESTO_STRONG_RGMIKEST1601
Mon	11/07/16	3:46PM	60	500389	\$250.00	B	MIHOUSE_KESTO_STRONG_RGMIKEST1601
Mon	11/07/16	4:44PM	60	500389	\$250.00	B	MIHOUSE_KESTO_STRONG_RGMIKEST1601
Mon	11/07/16	5:34PM	60	500389	\$250.00	B	MIHOUSE_KESTO_STRONG_RGMIKEST1601
Mon	11/07/16	6:44PM	60	500389	\$250.00	B	MIHOUSE_KESTO_STRONG_RGMIKEST1601
Tue	11/08/16	6:23AM	60	500390	\$450.00	B	MIHOUSE_KESTO_STRONG_RGMIKEST1601
Tue	11/08/16	6:52AM	60	500390	\$450.00	B	MIHOUSE_KESTO_STRONG_RGMIKEST1601
Tue	11/08/16	7:22AM	60	500390	\$450.00	B	MIHOUSE_KESTO_STRONG_RGMIKEST1601
Tue	11/08/16	8:12AM	60	500390	\$450.00	B	MIHOUSE_KESTO_STRONG_RGMIKEST1601
Tue	11/08/16	9:13AM	60	500390	\$450.00	B	MIHOUSE_KESTO_STRONG_RGMIKEST1601

<b>Gross Amount</b>	<b>\$5,500.00</b>	<b>Total Spots</b>	<b>14</b>
<b>Agency Commission</b>	<b>\$825.00</b>		
<b>Net Amount</b>	<b>\$4,675.00</b>	<b>Terms:</b>	<b>Due on Receipt</b>