# AGREEMENT FORM FOR POLITICAL CANDIDATE ADVERTISEMENTS

FEDER	AL CANDIDA	TE	☑ STAT	E/LOCAL C	CANDIDATE
To Ava Windov	ail Themselves v, Federal Car	s of The Lov Ididates Mu	west Unit Cha Ist Sign The (	orge During Certification	a Political n On Page 3
Station and	<b>I Location:</b> Radio FRESNO, Ca	<b>4</b>		<b>Dat</b> 09/	<b>te</b> : 24/2018
I, Chris Brime	r			······································	
being/on behalf	of: Hurtado, Meli	ssa			, a legally
qualified candid	ate of the Democr	atic			political
party for the offi	ice of: State Senat	e			
in the General				T 1880 18 - 18 - 18 - 18 - 18 - 18 - 18 -	
election to be he	eld on:11/06/2018	i			
do hereby reque	est station time as fo	ollows:			
Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
		SEE AT	ТАСНЕО		
Date of First Bro	oadcast: <b>09/25/20</b> 1	18 D	ate of Last Broad	cast: 10/01/201	18
Total Charg	Jes: \$******	1,670.25 NET			

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I represent that the payment for the Hurtado for Senate 2018	above described broadcast time has b	been furnished by:
and you are authorized to announce I represent that this person or entity committee/organization of the legal!	the time as paid for by such person o is either a legally qualified candidate y qualified candidate.	r entity. or an authorized
The name of the treasurer of the cand	didate's authorized committee is:	
Shawnda Deane, Treasurer		
This station has disclosed to me its p and discount, promotional and other	political advertising policies, includin sales practices (not applicable to fedo	g: applicable classes and rates; eral candidates).
THIS STATION DOES NOT DISC OF RACE OR ETHNICITY IN TH		
To Be Signed By C	Candidate or Authorized	d Committee
*		
09/24/2018		>
Date	Signature	
To Be Signed	d By Station Represent	ative
Accepted	Accepted in Part	Rejected
Imanda Charles Signature	Amanda Azaves Printed Name	National Sales Courd

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# Sales Order

Advertiser Melissa Hurtado for State Senate
Agency Canal Partners Media/Political

Bill To Canal Partners Media/Political 900 Circle 75 Parkway SE

Suite 1650

Atlanta, GA 30339

Account

Executive Atlanta Katz
Contract # 32189233
Estimate # / / 5990

Description

Stratus # 36141

Special Instructions

Contact

New / Revision New

Start Date 09/25/18

End Date 10/01/18

Month Type Broadcast

Billing Cycle End of Flight

Agency Comm. 15.000

Co-op No

Co-op Product

Notarized N

# of Invoices 1

Make Goods Ask AE

Income Type Political: National Agency Candidate "Use"

- 42200

Local Income Type Political: National Agency Candidate "Use"

- 42200

Competitive Code Political

Advt#4718 Agcy#1152

Order Entered 09/25/18

Schedule													
Sponsor # Log Name Revenue Types	Length Rate Line#	Start Date End Date	Start time End time	Auto Weekly	#/ Wk	М	т	w	т	F	S	s	Total
1	60	09/25/18	6:00AM		Activities of the control of the con							- 1 feg, 75-11	120.00
Melissa Hurtado for State Senate	60.00	09/25/18	10:00AM	N		0	2	0	0	0	0	0	2 Spots
Political: National Agency Candidate "Use" - 42200 / Political: National Agency Candidate "Use" - 42200	388614	All Weeks			,	<b></b>						·	REVISED
2	60	09/25/18	10:00AM		<del></del>							***************************************	120.00
Melissa Hurtado for State Senate	60.00	09/25/18	3:00PM	Ν		0	2	0	0	0	0	0	2 Spots
Political: National Agency Candidate "Use" - 42200 / Political: National Agency Candidate "Use" - 42200	388615	All Weeks			'			<del></del>	A	A	A	dimensoud	REVISED
3	60	09/25/18	3:00PM	***************************************									120.00
Melissa Hurtado for State Senate	60.00	09/25/18	7:00PM	Ν		0	2	0	0	0	0	0	2 Spots
Political: National Agency Candidate "Use" - 42200 / Political: National Agency Candidate "Use" - 42200	388616	All Weeks			·			I	L	<b></b>	A	d	REVISED
4	60	09/26/18	6:00AM			***********						ninilisimbula	180.00
Melissa Hurtado for State Senate	60.00	09/26/18	10:00AM	N		0	0	3	0	0	0	0	3 Spots
Political: National Agency Candidate "Use" - 42200 / Political: National Agency Candidate "Use" - 42200	388617	All Weeks						I <del>-anusan</del>	<del> </del>	<del>1 </del>	<del></del>	<del>haram a ad</del>	REVISED
5	60	09/26/18	10:00AM	**************************************	*************		************			***************************************	************		180.00
Melissa Hurtado for State Senate	60.00	09/26/18	3:00PM	N	ſ	0	0	3	0	0	0	0	3 Spots
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6	60	09/26/18	3:00PM		aring alternative Antony Wilder State	•	******	***************************************		ver fin live for		***********	180.00
Melissa Hurtado for State Senate	60.00	09/26/18	7:00PM	Ν	Ī	0	0	3	0	0	0	0	3 Spots
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7	60	09/27/18	6:00AM	***************************************	······································			-					180.00
Melissa Hurtado for State Senate	60.00	09/27/18	10:00AM	Ν	Ī	0	0	0	3	0	0	0	3 Spots
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8	60	09/27/18	10:00AM	·· · · · · · · · · · · · · · · · · · ·	The state of the s		************		·····				180.00
Page 1					-				D,	into	4 0/	25/20	18 2·45·31 PM

Sponsor # Log Name Revenue Types	Length Rate Line#	Start Date End Date	Start time End time	Auto # Weekly	∜Wk N	Vi	Т	W	т	F	Ç	<b>)</b>	s	Total
Melissa Hurtado for State Senate	60.00	09/27/18	3:00PM	N	(	0	0	0	3	0	(	7	0	3 Spot
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9	60	09/27/18	3:00PM				***************************************		***********	***************************************		-		180.0
Melissa Hurtado for State Senate	60.00	09/27/18	7:00PM	N	1	5 T	0	0	3	To	T		0	3 Spot
Political: National Agency Candidate "Use" - 42200 / Political: National Agency Candidate "Use" - 42200	388622	All Weeks			<u> </u>								***************************************	REVISE
10	60	09/28/18	6:00AM	herriter den Gelandskrive dan volumer i					************	***************************************				120.0
Melissa Hurtado for State Senate	60.00	09/28/18	10:00AM	Ν		5	0	0	0	2	1	)	0	2 Spot
Political: National Agency Candidate "Use" - 42200 / Political: National Agency Candidate "Use" - 42200	388623	All Weeks			L					I				REVISE
11	60	09/28/18	10:00AM	· · · · · · · · · · · · · · · · · · ·				<del></del>	***************************************					120.0
Melissa Hurtado for State Senate	60.00	09/28/18	3:00PM	N		) [	0	0	0	2		T	0	2 Spot
Political: National Agency Candidate "Use" - 42200 / Political: National Agency Candidate "Use" - 42200	388624	All Weeks			Lumin				<b></b>				*******	REVISE
12	60	09/28/18	3:00PM									-		120.0
Melissa Hurtado for State Senate	60.00	09/28/18	7:00PM	N	0		0	0	0	2	(	П	0	2 Spot
Political: National Agency Candidate "Use" - 42200 / Political: National Agency Candidate "Use" - 42200	388625	All Weeks			L				J	L		i		REVISE
13	60	09/29/18	10:00AM					······································	·····			-		70.0
Melissa Hurtado for State Senate	35.00	09/29/18	3:00PM	Ν	0		0	0	0	0	7 2	T	0	2 Spot
Political: National Agency Candidate "Use" - 42200 / Political: National Agency Candidate "Use" - 42200	388626	All Weeks			l				J					, REVISE
14	60	09/29/18	3:00PM	-M,	<del> </del>	<del></del>		<del></del>						60.0
Melissa Hurtado for State Senate	30.00	09/29/18	7:00PM	N	0	T	0	0	0	0	2	T	0	2 Spot
Political: National Agency Candidate "Use" - 42200 / Political: National Agency Candidate "Use" - 42200	388627	All Weeks			L									REVISE
15	60	09/30/18	10:00AM	<del></del>							***********	•••••		15.0
Melissa Hurtado for State Senate	15.00	09/30/18	3:00PM	N	0	T	0	0	0	0	0	T	1	1 Spot
Political: National Agency Candidate "Use" - 42200 / Political: National Agency Candidate "Use" - 42200	388628	All Weeks			L			********	l					REVISE
16	60	09/30/18	3:00PM											20.0
Melissa Hurtado for State Senate	20.00	09/30/18	7:00PM	N	0	) [	0	0	0	0	0	T	1	1 Spot
Political: National Agency Candidate "Use" - 42200 / Political: National Agency Candidate "Use" - 42200	388629	All Weeks							L	- <del></del>	- <del>1</del>			REVISE
17	60	10/01/18	6:00AM									-		120.0
Melissa Hurtado for State Senate	60.00	10/01/18	10:00AM	N	2	<u>?</u> [	0	0	0	0	0	Т	0	2 Spot
Political: National Agency Candidate "Use" - 42200 / Political: National Agency Candidate "Use" - 42200	388630	All Weeks			<b>L</b>				L		-d			REVISE
18	60	10/01/18	10:00AM		***************************************	<del>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</del>	-							120.00
Melissa Hurtado for State Senate	60.00	10/01/18	3:00PM	N	2	1	0	0	0	0	0		0	2 Spot
Political: National Agency Candidate "Use" - 42200 / Political: National Agency Candidate "Use" - 42200	388631	All Weeks			bosons				<b></b>		سسمان		***************************************	REVISED
19	60	10/01/18	3:00PM						*********					120.00
Melissa Hurtado for State Senate	60.00	10/01/18	7:00PM	N	2	:	0	0	0	0	0		0	2 Spot
Political: National Agency Candidate "Use" - 42200 / Political: National Agency Candidate "Use" - 42200	388632	All Weeks			Name of the latest of the late				National Property					REVISED
Sep 18 = 1605.00 / 1364.25 Oct 18 = 360.00 / 306.0	0 Nov	18 = 0.00 / 0.00	Dec	18 = 0.00 / 0.00		Jar	19 =	0.00	/ 0.00			F	eb 1	9 = 0.00 / 0.00

Gross: 2325.00 Net: 1976.25 Total Due: 1976.25 36 Spots

Client Acceptance:	Date:	
Account Executive:	9/25/2018 2:44:03 PM by Amanda Bridgford	
Sales / Market Manager:		
Business Manager:		
Traffic Manager:		V 5.3

#### 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

- (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

2. 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.

- (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
- (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 products 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. IERMINATION

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.

S.UBSTIDITION 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

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 4 descripted. 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, 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 fibel, 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 DISPLITES

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 Advertises' 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 hetween the parties any and all other transactions, negotiations, or representations whatsoever as to the broadcast or announcements.

- (ii) The provisions fellow constitute the children and shall not be modified except in withing.

  (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





# Credit Card Authorization Form

Please complete this form and fax it to:_				
Station/Market: KWYE-Fm Sal	esperson:	Т	ransaction Date:	9/25/18
Customer/Business Name and Acct # //				
Pay invoice number(s)/run dates:		4		
Credit Card Type: Visa - Master - 1	-		Expiration Date:	7/22
Card Number:				
Card Number:(3 digits or	4 digits for Amex)	Transaction A	.mount: # 16	70,25
Card Holder's Name (as it appears on cr	edit card):			
<sub>Name:</sub> Christopher Brin	ner			
Phone: 7704270735	Email: d	lonna@car	nalpartnersm	edia.com
Card Holder's Billing Address (as it appe	ars on card holder'	s credit card st	atement):	
Street 1: 900 Circle 75 F				
Street 2: Suite 1650				
City: Atlanta	State:	GA	Zip Code: 303	39
Purchasing Card Customers Only:			•	
Customer or Accounting Code:				
Custome	er Authorization a	and Signature		
By signing this authorization, I authorize C	umulus to charge my	y credit card in t	he amount of the to	otal shown
above. If the company is unable to process arrangement and any late fees which result.		e responsible fo	r an alternate payr	nent
By signing this authorization, I acknowledg	e that I have read an	d agree to all of	the above and all	information
Roll Kun	CEO		ي .	1/25/10
Cardholder's Signature		Title		Date
Business Office Use Only:		and the state of t	Haraco III and the Control of the Co	
manuso ottice osc only.	Approval/Declined	Code		

## **Cumulus-Fresno Account Transaction Results**

1071 West Shaw Ave Fresno, CA 93711 Phone # 559-490-4105

Status:

approved

Transaction ID:

030-0077476422

## Transaction Details

Date:

09-25-2018 12:08 PDT

Transaction Type:

sale

Amount:

\$1670.25

Card Type:

**American Express** 

Account Number:

xxxxxxxx-2012

Name:

**Christopher Brimer** 

Order Number:

36141

Authcode:

268915

Merchant Name:

Melissa Hurtado for

**State Senate** 

Station/AE:

**KWYE-FM** 

Customer Signature X