

# Broadcast Contract

FRIENDS OF AL SILVERSTEIN  
 PO Box 2103  
 Easton, MD 21601

Start Date 09/11/23	Contract# 48053195	Mod# 0
End Date 09/12/23	Date Entered 09/07/23	Date Last Modified 09/07/23
Advertiser FRIENDS OF AL SILVER		Station Market WCEI-FM,WINX-FM
Product September 2023		SalesRep/Office House House

Calendar Billing Cycle Estimate#

### WCEI-FM

LN	DATE	TIMES/PROGRAMS	LEN	MO	TU	WE	TH	FR	SA	SU	SPOTS /WK	RATE
1	MO 09/11/23 TU 09/12/23	06:00A-10:00A	60	7	7	--	--	--	--	--	14	\$12.00
2	MO 09/11/23 TU 09/12/23	10:00A-03:00P	60	6	6	--	--	--	--	--	12	\$12.00
3	MO 09/11/23 TU 09/12/23	03:00P-07:00P	60	7	7	--	--	--	--	--	14	\$12.00

### WINX-FM

LN	DATE	TIMES/PROGRAMS	LEN	MO	TU	WE	TH	FR	SA	SU	SPOTS /WK	RATE
1	MO 09/11/23 TU 09/12/23	06:00A-10:00A	60	8	8	--	--	--	--	--	16	\$10.00
2	MO 09/11/23 TU 09/12/23	10:00A-03:00P	60	9	9	--	--	--	--	--	18	\$10.00
3	MO 09/11/23 TU 09/12/23	03:00P-07:00P	60	9	9	--	--	--	--	--	18	\$10.00

-----Additional Comments-----	<b>Total Spots</b>	<b>Spots Total\$</b>	<b>Net</b>	<b>Gross</b>
	<b>92</b>	<b>1,000.00</b>	<b>\$ 1,000.00</b>	<b>\$ 1,000.00</b>

### Billing Projections: By Month

	Sep 23
CA	1,000.00
ST	1,000.00

Forever Media Inc., its affiliates and their radio stations do not and shall not discriminate in any way on the basis of race, gender, or ethnicity, respecting their advertising practices.

Accepted for Station

Accepted for advertiser OR agency(and MBS, if any) as agent for the advertiser

Name \_\_\_\_\_ Title \_\_\_\_\_  
 See reverse for accepted terms and conditions, if any

Name \_\_\_\_\_ Title \_\_\_\_\_  
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Forever Media

Advertiser: FRIENDS OF AL SILVERSTEIN  
 Order #: 442381740276  
 Date Entered: 09/07/2023  
 Last Modified: 09/07/2023  
 Product:  
 Salesperson: House House  
 Billing Cycle: Calendar Month  
 Estimate #:

FRIENDS OF AL SILVERSTEIN  
 PO Box 2103  
 Easton, Maryland 21601

**Order Date Range: 09/11/2023 through 09/12/2023 (1 weeks)**  
**Media Outlets: WCEI-FM, WINX-FM**

**On-Air Schedule**

#	Dates	Station	Time/Program	Len	Mo	Tu	We	Th	Fr	Sa	Su	S/W	Rate	Qty	Total
1	09/11/23-09/12/23	WCEI-FM	06:00AM-10:00AM	60	7	7	--	--	--	--	--	14	12.00	14	168.00
2	09/11/23-09/12/23	WCEI-FM	10:00AM-03:00PM	60	6	6	--	--	--	--	--	12	12.00	12	144.00
3	09/11/23-09/12/23	WCEI-FM	03:00PM-07:00PM	60	7	7	--	--	--	--	--	14	12.00	14	168.00
4	09/11/23-09/12/23	WINX-FM	06:00AM-10:00AM	60	8	8	--	--	--	--	--	16	10.00	16	160.00
5	09/11/23-09/12/23	WINX-FM	10:00AM-03:00PM	60	9	9	--	--	--	--	--	18	10.00	18	180.00
6	09/11/23-09/12/23	WINX-FM	03:00PM-07:00PM	60	9	9	--	--	--	--	--	18	10.00	18	180.00

**Station Totals**

Station	On-Air Count	Digital Count	Web Count	Other Count	Gross Billing	Net Billing
WCEI-FM	40	0	0	0	\$480.00	\$480.00
WINX-FM	52	0	0	0	\$520.00	\$520.00
<b>Totals</b>	<b>92</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>

**Total Charges: \$1,000.00**  
**Total Net: \$1,000.00**

Forever Media, and its affiliates and their Radio Station(s) do not and shall not discriminate, in any manner on the basis of race, ethnicity, religion, gender, or age respecting their recruiting, employment or advertising practices.

**Projected Billing By Calendar Month**

Month	Year	Gross Billing	Net Billing
September	2023	\$1,000.00	\$1,000.00
<b>Totals</b>		<b>\$1,000.00</b>	<b>\$1,000.00</b>

Accepted for Forever Media

Accepted for advertiser OR agency as agent for the advertiser

Name

Title


Name

Title

# CANDIDATE ADVERTISEMENT AGREEMENT FORM

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

I, Alan I. Silverstein, hereby request station time as follows:

IDENTIFY CANDIDATE TYPE 

FEDERAL CANDIDATE

STATE OR LOCAL CANDIDATE

## ALL QUESTIONS/BLOCKS MUST BE COMPLETED

Candidate name:

Alan I. Silverstein

Authorized committee:

Friends of Al Silverstein

Agency requesting time (and contact information):

N/A

Candidate's political party:

Republican

Office sought (no acronyms or abbreviations):

Date of election:

September 12, 2023

General

Primary

Treasurer of candidate's authorized committee:

Karen F. Silverstein

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 (not applicable to federal candidates).

**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:

Name:

Alan I. Silverstein

Name:

Patti Tibbitt

Date of Request to Purchase Ad Time:

9/7/23

Date of Station Agreement to Sell Time:

9/7/23

**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:

*n/a*

Name:

Date:

**TO BE COMPLETED BY STATION ONLY**

Ad submitted to Station?

Yes

No

Date ad received:

*9/7/23*

**Note: Must have separate PB-19 Forms for each version of the ad (i.e., for every ad with differing copy).**

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:

*Paid check # 1063*

\*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):

*n/a*

Contract #:

*48053195*

Station Call Letters:

*WCEI & WINX*

Date Received/Requested:

*9/7/23*

Est. #:

*n/a*

Station Location:

*Easton MD*

Run Start and End Dates:

*9/11 & 9/12/23*

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.

# **BROADCAST AGREEMENT STANDARD CONDITIONS**

## **1. PAYMENT**

- (a.) The advertiser agrees to pay, and the broadcasting station agrees to hold the advertiser solely liable for payment for the broadcasts or announcement covered by this contract, unless expressly otherwise agreed in writing.
- (b.) The advertiser agrees to pay for broadcasts or announcements covered by this contract, at the office of the broadcasting station, on or before 30 days following receipt of invoice. Payments not received within 30 days of invoice will incur a finance charge of 1.5% per month from date of invoice. If advertiser does not pay within sixty (60) days all scheduled advertising will terminate.
- (c.) Station's Invoices for broadcasts or announcements covered by this contract shall be in accordance with the station's log and shall be deemed to be accurate unless proved otherwise.
- (d.) Unless specifically requested in writing by advertiser, invoices will be rendered not less than monthly and electronic invoicing will be utilized.
- (e.) Upon written request of the advertiser, affidavits or certificates of performance will be furnished by the station to the agency at the time of billing. Unless the request is received prior to billing, the request for and the furnishing of such affidavits or certificates shall not act as a condition precedent to the payment or the time of any payment called for hereunder.
- (f.) If it becomes necessary to place this account with an attorney for collection for funds due hereunder then the advertiser agrees to pay the reasonable fees for such attorney and/or costs of collection incurred by Forever Media Group in such action.

## **2. TERMINATION**

- (a.) Advertiser may terminate the agreement by giving the station no less than fourteen (14) business days prior written notice on regular orders and thirty (30) business days prior written notice to cancel annual orders. Advertiser will be held responsible for payment of all time units contracted for within the respective fourteen (14) business days or thirty (30) business days notice period.
- (b.) If station so terminates this contract, advertiser will then either agree with station on a satisfactory substitute day or time for continuance of broadcasts or announcements covered by this contract at the card rates on which this contract is based for such substitute time, or, if no such agreement can be reached, advertiser will pay station according to the rates specified herein for all broadcasts or announcements previously rendered by station. In the event of termination hereunder, neither party shall be liable to the other party otherwise than specified in this paragraph and in paragraph five hereof.

## **3. SUBSTITUTION OF PROGRAMS OF PUBLIC IMPORTANCE OR IN THE PUBLIC INTEREST**

- (a.) The station shall have the right to pre-empt, move or cancel any broadcast or announcement or any portion thereof covered by this contract in order to broadcast any program which in station's absolute discretion deems to be of public importance or of public interest.
- (b.) In the case of any broadcast or announcement cancelled under Paragraph 3(a) above, the advertiser and the station will agree on satisfactory substitute day and time for the broadcast or announcement or, if no such agreement can be reached within seven (7) days after notice of cancellation, the broadcast or

announcement will be considered as cancelled without affecting the rates or rights provided under this contract, except that the advertiser shall not be required to pay for the cancelled broadcast or announcement.

## **4. BROADCASTS AND ANNOUNCEMENTS**

- (a.) The contract for station time includes the service of the technical staff and of a regular staff announcer. Other talent and service charges, if any, are in addition to the charges stated.
- (b.) Broadcasts or announcements prepared by the advertiser are subject to the prior approval of the station at its sole and complete discretion as to broadcast content.
- (c.) If client requests prior approval of copy and such approval is fulfilled, all commercials aired during the schedule will be deemed correct and client will be responsible for payment. Copy approved will be dated and initialed by Creative Services Director. If prior copy approval is not requested and through no fault of station incorrect or outdated copy is aired, client will be held responsible for payment of the full obligation.

## **5. GENERAL**

- (a.) This contract is at all times subject to the terms of the licenses held by the station and is subject to all Federal, State and Municipal laws and regulations now in force, or which may be enacted in the future, including, but not limited to, the Rules and Regulations of the Federal Communications Commission made in pursuance of its quasi-legislative powers and its decisions and actions and orders when acting in its quasi-judicial capacity.
- (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 broadcast hereunder for the benefit of any other advertiser than the one named on the face of the contract.
- (c.) This contract shall be construed under and according to the laws of the State of station's city of license and the provisions hereof constitute the entire agreement between the parties and supersede any and all other transactions, negotiations, or representatives whatever as to the broadcasts or announcements.
- (d.) As agency of record for advertiser (if applicable), Agency agrees to make payment to station within ninety days of invoice from station for commercials ordered through agency and aired by station. If ninety (90) day terms are not met, any current on-air schedule and/or future schedule for that advertiser placed with the station for advertiser by agency will be canceled. In the event of agency's insolvency or default of payment, and without releasing agency from any liability, advertiser will be liable to station and not to agency on all unpaid invoices.

In the event of agency's insolvency or default of payment, or in the event station turns over to an attorney an account(s) for collection, agency agrees to pay any reasonable attorney's fees and costs of suit incurred by station.

Advertiser/Agency Initials

