



BROADCAST ORDER
 303 8TH STREET PHONE: 304-675-2763
 POINT PLEASANT, WV 25550 FAX: 304-675-2771

SALES REP: Erica J. Dowell NEW: YES / NO CART: _____ ORDER/PO #: _____

CLIENT: Marshall Wilson for Governor AGENCY/BILLING: _____
Marshall for WV DETAILS: _____
PO Box 29 Gerrardstown, WV 25420
 CONTACT: Dolly Fergus
 TELEPHONE: 540-333-6653 FAX: _____

POLITICAL CASH _____ CALENDAR _____ BROADCAST _____ NOTARIZED AFFIDAVIT: YES / NO
 PRODUCT: Drive Time TOTAL MONTHLY BILLING: JAN _____ FEB _____ MAR _____ APR _____ MAY _____

START DATE: 12/19/23 END DATE: 12/21/23 JUNE _____ JULY _____ AUG _____ SEPT _____ OCT _____ NOV _____ DEC

LENGTH: 30 COPY OF SCRIPT FOR CO-OP?: YES / NO

TOTAL # OF ANNOUNCEMENTS: 27 TOTAL CONTRACT COST: \$378 AGENCY COMM%: _____

STATION <u>WBVG</u> MONTHLY BILLING			TOTAL # OF SPOTS <u>9</u>			TOTAL COST <u>\$126.</u>			
FLIGHT DATES	RATE	RUN TIMES	MON.	TUES.	WED.	THURS	FRI.	SAT.	SUN.
<u>12/19/23-12/21/23</u>		<u>6a -9a</u>		<u>1</u>	<u>1</u>	<u>1</u>			
		<u>11a -1p</u>		<u>1</u>	<u>1</u>	<u>1</u>			
		<u>3p - 5p</u>		<u>1</u>	<u>1</u>	<u>1</u>			

STATION <u>WYVK</u> MONTHLY BILLING			TOTAL # OF SPOTS <u>9</u>			TOTAL COST <u>\$126.</u>			
FLIGHT DATES	RATE	RUN TIMES	MON.	TUES.	WED.	THURS	FRI.	SAT.	SUN.
<u>12/19/23-12/21/23</u>		<u>6a -9a</u>		<u>1</u>	<u>1</u>	<u>1</u>			
		<u>11a -1p</u>		<u>1</u>	<u>1</u>	<u>1</u>			
		<u>3p - 5p</u>		<u>1</u>	<u>1</u>	<u>1</u>			

STATION <u>WTHQ</u> MONTHLY BILLING			TOTAL # OF SPOTS <u>9</u>			TOTAL COST <u>\$126.</u>			
FLIGHT DATES	RATE	RUN TIMES	MON.	TUES.	WED.	THURS	FRI.	SAT.	SUN.
<u>12/19/23-12/21/23</u>		<u>6a -9a</u>		<u>1</u>	<u>1</u>	<u>1</u>			
		<u>11a -1p</u>		<u>1</u>	<u>1</u>	<u>1</u>			
		<u>3p - 5p</u>		<u>1</u>	<u>1</u>	<u>1</u>			

Positive Radio Group, Big River Radio and all affiliated Stations do not discriminate in any way on the basis of race or gender with regard to its advertising practices. Customer hereby agrees to all terms and conditions of this agreement. Customer certifies that he/she/it has the power to make, deliver, and perform under this agreement, and, if customer is not an individual that the undersigned officer of customer is duly authorized to enter into this agreement for and on behalf of customer. Witness our hands and seals the day and date first written below. Both parties may cancel contract with two weeks written notice. Client agrees to pay interest if account is more than 30 days late. Client agrees to pay Attorney fees of 33% and any other fees charged if collection process is needed. TO BE SUBMITTED FOR APPROVAL BY MANAGEMENT.

Station Authorized Representative Erica J. Dowell

Customer or other Duly Authorized Signature Dolly Fergus

Date: 12/18/23

Customer Name (Please Print) Dolly Fergus

Title: Treasurer

Customer Care Agreement

1. We promise to return phone calls within 24 business hours.
2. We promise to visit you during the length of your contract to do the following; check on your satisfaction level, refresh on air scripts and adjust marketing plan as needed
3. We promise to mail to you a monthly statement detailing your charges.
4. We promise to inform you of any missed commercials and to make them good.
5. We promise to serve you with excellence, honesty and selflessness.

Policies, Terms, and Conditions

DAF
A.

1. Big River Radio Inc- WV, WBYG-FM, WTHQ-AM, Positive Radio Group Inc.- OH, WYVK-FM and all affiliated Stations do not discriminate in any way on the basis of race or gender with regard to its advertising practices.
2. Programs shall be presented by responsible individuals, groups or organizations.
3. No individual, group or organization shall be attacked and all programs shall be presented respectfully and without prejudice or ridicule.
4. All programs are subject to approval of the individual station management and are subject to removal by management at any time.
5. No commercial messages may be sold by buyer without prior approval of station management.
6. Buyer will be notified if or when any station programming policy changes are made.

DAF
B.

1. Rates are for facilities of the station and simple recording only. Other production costs are extra.
2. All contracts are for exclusive use of contracting parties. No portion of, nor interest in, this agreement nor the time or announcement specified herein may be sold or given to any other user; nor is its use to be extended to broadcasting in the interest of any product or business other than stated in this agreement.
3. All contracts cancelled unless program starts within 30 days, at option of station only.
4. In cases of special events or mechanical difficulties causing a silent period, or an act of God, the management of the station reserves the right to change the time of buyer's broadcasts and to substitute therefore full adjustment time, equal in value.
5. All continuity of the buyer is subject to the approval and editing of the station, in order that it may conform to the laws under which it is licensed, and to the dictates of good taste and propriety, subject to a 24 hour deadline for approval.
6. The buyer shall be bound by the rules, regulations and orders of the Federal Communications Commission respecting the operations of the station and the station reserves the right to change, and to substitute therefor time equivalent in value to contracted period. Time will be allowed between all programs for station announcement and identification.
7. The buyer shall indemnify the station against, and save it harmless from any loss, claim or liability of any kind arising directly or indirectly, from buyer's use of the station's facilities or broadcasting, and shall without any expense to the station defend any litigation arising therefrom in which the station is named as a party, and shall satisfy any resulting judgment or decree.
8. Should the buyer fail to deliver programs acceptable to the station at time herein specified, the station shall nevertheless be paid the full rate for such time even though not used by the time buyer. At least two undated standby programs shall be provided to the station.
9. The station need give no consideration to any suggestions for changes or revision in announcement plans unless delivered to the production department of the station not less than 24 hours prior to announcement time; nor unless at the same time advertiser reimburses the station for any expense incurred or obligations assumed in connection with said announcement prior to receipt of such suggestion.
10. No cancellation will be accepted except on 2 weeks written notice.
11. The station reserves the right to cancel any contract at any time for reasons satisfactory to itself only.
12. No verbal understanding may be construed to be a part of this agreement.
13. Program duration's, including station and FCC required announcements are: **One-quarter hour-14:30; One-half hour-29:30; One hour- 59:30.** Programs may be edited or clipped if duration is longer than previous established lengths.

DAF
C. **PAYMENTS**

1. **DEFAULT.** In the event that buyer is more than 30 days late in paying any charge due under this agreement, a late charge of 1.5% per month (18% APR) shall be added to the outstanding indebtedness. Furthermore, should buyer default under any of the terms and conditions of this agreement, including being more than 30 days late on any installment due, the buyer hereby agrees to pay all costs of collection incurred including reasonable attorney's fees of 33%, service charges, investigation fees and other reasonable professional charges incurred in locating and /or collecting any sums in default under the contract. Furthermore, buyer or sponsor hereby agrees to pay a \$35.00 service charge on all checks returned unpaid by their bank.
2. In the event that any portion of this agreement is determined to be invalid or unenforceable, the remainder of the agreement shall be valid and binding on all parties.



AGREEMENT FORM FOR POLITICAL BROADCASTS

STATION and LOCATION WTHQ ^{303 8th St.} Point Pleasant, WV 25554 Date 12-14-23

I, Dolly Fergus (being) S. Marshall Wilson (on behalf of)

a legally qualified candidate of the Constitution political party for the office of Governor

in the general election to be held on 11-5-24, do hereby request station time as follows:

Length of Broadcast	Time of Day, Rotation or Package	Days	Class of Time	Times Per Week	No. of Weeks	Rate
<u>30</u>	<u>6am + 5pm</u>	<u>3</u>	<u>Drive Time</u>	<u>9</u>	<u>1</u>	<u>\$14</u>

Date of First Broadcast <u>12/19/23</u>	Date of Last Broadcast <u>12/21/23</u>
--	---

Total Charges: \$126.00

The broadcast time will be used by _____
I represent that the payment for the above-described broadcast time has been furnished by _____

_____ and you are authorized to announce the time as paid for by such person or entity. The entity furnishing the payment, if other than an individual person, is () a corporation; () a committee; () an association; or () other unincorporated group. The names and offices of the chief executive officers of the entity are:

S. Marshall Wilson, candidate (Constitution Party)
Dolly Fergus, Treasurer

I agree to indemnify and hold harmless the station from any damages or liability, including reasonable attorney's fees, that may ensue from the performance of the above-stated broadcasts. For the above-stated broadcasts I also agree to prepare a script or transcription, which will be delivered to the station at least _____ before the time of the scheduled broadcasts. (Note: the two preceding sentences are not applicable if the candidate personally appears during the broadcast.) The station has disclosed to me its political advertising policies, including applicable classes and rates; and discount, promotional and other sales practices. (Note: The preceding sentence may be deleted). The purchase of the time described herein is controlled, approved or authorized by the candidate or his/her authorized committee. (Note: the preceding sentence applies only to candidates for non-federal office.)

Date: 12/14/23 Dolly Fergus
(Candidate or Agent)

Accepted Rejected By [Signature] Title GM

This request, whether accepted or rejected, will be available for public inspection for a period of two years.

TURN OVER FOR POST-BROADCAST FOLLOW-UP

AGREEMENT FORM FOR POLITICAL CANDIDATE ADVERTISEMENTS

(check applicable box)

FEDERAL CANDIDATE

STATE/LOCAL CANDIDATE

To Avail Themselves Of The Lowest Unit Charge During A Political Window, Federal Candidates Must Sign The Certification On Page 3

Station and Location: WTHQ "94QFM", 303 8th Street Point Pleasant, WV 25550 304-675-2763	Date: 12/14/23
--	--------------------------

I, Dolly Fergus,
 being/on behalf of: S. Marshall Wilson
 a legally qualified candidate of the Constitution
 political party for the office of: WV Governor
 in the general
 election to be held on: 11-5-24

do hereby request station time as follows:

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
30 sec	Drive Time Leam + Sprm	3		9	1

Attach proposed schedule with charges (if available):

I represent that the payment for the above described broadcast time has been furnished by:

Dolly Fergus

and you are authorized to announce the time as paid for by such person or entity. I represent that this person or entity is either a legally qualified candidate or an authorized committee/organization of the legally qualified candidate.

The name of the treasurer of the candidate's authorized committee is:

Dolly Fergus

This station has disclosed to me its political advertising policies, including: applicable classes and rates; and discount, promotional 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.

To Be Signed By Candidate or Authorized Committee

12/14/23 Date Dolly A. Fergus Signature

To Be Signed By Station Representative

Accepted Accepted in Part Rejected
[Signature] Signature Erica J. Duvell Printed Name GM Title