

CANDIDATE ADVERTISEMENT AGREEMENT FORM

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

I, Red Eagle Media Group, hereby request station time as follows:

IDENTIFY CANDIDATE TYPE

FEDERAL CANDIDATE

STATE OR LOCAL CANDIDATE

ALL QUESTIONS/BLOCKS MUST BE COMPLETED

Candidate name:

Tim James

Authorized committee:

Tim James Governor 2022

Agency requesting time (and contact information):

N/A

Candidate's political party:

Republican Party

Office sought (no acronyms or abbreviations):

Governor of Alabama

Date of election:

5/24/2022

General

Primary

Treasurer of candidate's authorized committee:

Deanna Morgan - Tim James Governor 2022, P.O. Box 899, Greenville, AL 36037

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: Steve Sykes	Name: Josi McCurdy
Date of Request to Purchase Ad Time:	Date of Station Agreement to Sell Time: 4/19/22

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:

Steve Syckes agent for Tim James for Governor 2022

Name:

Steve Syckes

Date:

TO BE COMPLETED BY STATION ONLY

Ad submitted to Station?

Yes

No

Date ad received:

4/18/22

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:

*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 #:

2860-00008

Station Call Letters:

WYDE-FM/AM

Date Received/Requested:

4/19/22

Est. #:

14330

Station Location:

Birmingham

Run Start and End Dates:

4/19/22 - 4/22/22

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.

WYDE-FM
 120 Summit Parkway
 Suite 200
 Birmingham, AL 35209
 205-879-3324

Client: **Tim James Governor 2022**
 Order #: **2860-00008**
 Description: Est 14330
 Date Entered: 4/19/2022
 P.O.#:
 Salesperson: Bryant, Political
 Invoice Frequency: Billed at end of Media/EOS, Sorted by Date

Media Financial Services
 1655 Palm Beach Lakes Blvd.
 Suite 903
 West Palm Beach, FL 33401

On-Air Schedule

Start Date	End Date	Station	Scheduled Time/Event	Repeated	Length	Qty	Rate	Total	M	Tu	W	Th	F	Sa	Su
1 4/18/2022	4/22/2022	WYDE-FM	06:00:00a to 07:00:00p	Weekly	1:00	23	45.00	1035.00	0	0	7	7	9	0	0

Order Start Date: 4/18/2022 Order End Date: 4/22/2022 Spots: 23 Total Charges: \$1,035.00
 Combined Discounts: \$155.25
 Total Net: \$879.75

Kimtron, Inc. and this contract does not discriminate on the basis of race, color, national origin, or gender.

Projected Media Month/End-Of-Schedule Billing Totals for Tim James Governor 2022 / 2860-00008 :

Month	Year	Spot Count	Gross Billing	Combined Disc.	Net Billing
April	2022	23	\$1,035.00	\$155.25	\$879.75

Confirmed & Accepted for WYDE-FM By:

Accepted for Media Financial Services By:

 Please Sign and Return One Copy

BROADCAST AIRTIME PURCHASE CONTRACT

Media Financial Services [Client's name], of 1655 Palm Beach Lakes Blvd, Ste 903, West Palm Bch, FL 33401 216-233-8181 [Client's address and telephone number], referred to as "Client," and Kimtron, Inc., of 120 Summit Parkway, Suite 200, Birmingham, AL 35209 telephone number (205) 879-3324, referred to as "Company," agree that Client will purchase and Company will provide air time on Radio Station WYDE-FM 92.5, referred to as the "Station," according to the terms and conditions set forth in this Broadcast Airtime Purchase Contract (the "Agreement"). Company and this contract do not discriminate on the basis of race, color, ethnicity, national origin or gender.

Section 1. Term. This Agreement shall be effective as of April 19, 2022, when the first broadcast shall take place, and shall terminate, except as otherwise stated in **Section 5 below**, on April 22, 2022, when the last broadcast shall take place.

Section 2. Broadcast Schedule and Payment Rates. Subject to any modification of this Section by the Special Terms, if any, of **Section 3**, Client grants all rights required for the broadcast of Client's programming, including "broadcast" by means of streaming on the Internet, the broadcasts shall air on the days and hours identified below, and Client shall pay Company the Rate Per Broadcast as identified below:

Schedule	Broadcast Length	Broadcast Time	Broadcasts Per Day	Days Broadcast	Rate Per Broadcast
1	<input type="checkbox"/> minutes <input checked="" type="checkbox"/> :60 seconds	Between <u>6am</u> and <u>7pm</u> <input type="checkbox"/> AM <input type="checkbox"/> PM	*	S M T W T F S <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	\$ <u>45.00</u>
2	<input type="checkbox"/> minutes <input type="checkbox"/> seconds	Between ___ and ___ <input type="checkbox"/> AM <input type="checkbox"/> PM	___	S M T W T F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$ ___
3	<input type="checkbox"/> minutes <input type="checkbox"/> seconds	Between ___ and ___ <input type="checkbox"/> AM <input type="checkbox"/> PM	___	S M T W T F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$ ___
4	<input type="checkbox"/> minutes <input type="checkbox"/> seconds	Between ___ and ___ <input type="checkbox"/> AM <input type="checkbox"/> PM	___	S M T W T F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$ ___

Section 3. Special Terms:

SEE ATTACHED BUY ORDER FOR SCHEDULES EST 14330 ORDER # 3195745.

Client is an advertising agency and is representing "TIM JAMES FOR GOVERNOR" on this Contract.

Client will be provided a 15% discount from the fees due in Section 2 above.

Payment in full of the total Contract amount specified in Sections 1 and 2 is due in advance of the first broadcast.

Section 4. Payment. Client will pay for the airtime supplied by the Company on a monthly basis. Client's monthly broadcast payment is due in full on or before the 10th of the month following the last day of the month of broadcast unless this payment arrangement is specifically modified by the Special Terms, if any, of **Section 3**. Client's failure to pay in full within 30 days of the month of broadcast will result in the suspension of Client's broadcasts and Client will be deemed to be in breach of contract, at Company's option, and shall be liable to the Company for the billing for the remainder of the minimum term or notice period specified in **Section 5(a)** below and any and all other damages, including any fees specified in **Section 3**, allowed by either law or equity.

Section 5. Termination.

(a) **Termination by Client.** Unless specifically modified by the Special Terms, if any, contained in **Section 3**, Client may not terminate this Agreement for NA (or "X") weeks after the first date of broadcast. At the expiration of X weeks, Client may terminate this Agreement by providing Company written notice of termination not less than NA (or "Y") days prior to the effective date of the termination. The minimum term of this Agreement is X weeks plus Y days. Notice must be sent Certified Mail, return receipt requested, addressed to the General Manager of the Station at the address identified above. (At its option only, the Company may accept notice provided by other means. The accepting of notice by other means does not waive the Company's right to demand that notice be provided in a writing transmitted by Certified Mail, return receipt requested.) If Client terminates this Agreement prior to the expiration of X weeks from the first date of broadcast or, after such X week period has expired, without giving Company Y days written notice of termination, Client will be deemed to be in breach of contract and shall be liable to Company for the billing for the remainder of the X weeks and/or the Y day notice period and any and all other damages, including any fees specified in **Section 3**, allowed by either law or equity.

(b) **Termination by Company.** Company, in its sole discretion, may terminate this Agreement at any time and for any reason whatsoever by providing Client written notice of termination not less than 30 days prior to the effective date of the termination. Company, however, is not required to give notice of termination to Client and may terminate this contract, in its sole discretion, immediately if (i) Client fails to pay, under the terms of **Section 4** of this Agreement, for airtime used by Client; or (ii) if Client breaches any other provision of this Agreement; or (iii) if Company, in its sole discretion, deems Client's program content or advertising to fail to conform to the standards of the Federal Communications Commission, the National Association of Broadcasters, or the Station itself; or (iv) if Company, in its sole discretion, deems Client's program content or advertising to fail to conform to the Station's programming format, either at the time this Agreement is signed or at any subsequent date. Company's failure to enforce its right to terminate this Agreement shall not constitute a waiver of such right, which may be enforced at any time thereafter. The terms of this subsection (b) supersede and override any other provision of this Agreement to the contrary, including **Section 3**.

Section 6. Content of Broadcasts. Company shall have the right to approve or to disapprove all materials submitted for broadcasts and to refuse to permit any individual to participate in any broadcast. Company's right of disapproval shall be exercised in its sole discretion as to any matter that it deems objectionable for any reason whatsoever. Client must deliver all programming and advertising material to Station not less than 48 hours in advance of broadcast time. In the event Client fails to supply such material in a timely manner, Company shall have the right to broadcast substitute programming or advertising and Client shall be obligated to pay for the time contracted and any expenses incurred by Company in obtaining and broadcasting substitute programming or advertising. Client assumes complete and total responsibility for all program content provided by Client. Company shall have no responsibility for errors or quality of the program content provided by Client.

Section 7. Governmental Regulations. This Agreement is subject to the terms of the licenses held by the Company and its affiliated stations and to all federal, state, and local laws, regulations, and decisions either presently in existence or enacted, made, or enforced in the future, including the regulations and actions of all governmental administrative agencies and commissions.

Section 8. Technical Difficulties or Other Causes Beyond Control of Company. Any failure, interruption, or delay in airing the broadcasts provided for under this Agreement, either in whole or in part, resulting from technical difficulties or mechanical failure of the broadcasting equipment, or from strikes, labor disputes, boycotts, riots, civil insurrection, terrorism, war or national emergencies, governmental restrictions, acts of God, or from any other cause beyond the control of the Company, shall not constitute a breach of this Agreement.

Section 9. Preemption. The Company reserves the right, in its sole discretion, to preempt the time provided under this Agreement for programs and announcements to present special events or programs of public importance. The Client shall not be required to pay for any time preempted by the Company.

Section 10. Indemnification. Client shall indemnify and hold harmless Company, its agents, employees, contractors and affiliated stations or companies, including but not limited to Kimtron, Inc., from and against any and all claims, damages, or liability, including attorney's fees and the costs of any legal action, for libel, slander, invasion or privacy, improper trade practices, illegal competition, infringement of trademark or name, unfair competition, infringement of copyright or licenses, fraud, negligent misrepresentation, or any other wrongful conduct resulting from the broadcasting of material supplied or produced by Client, including musical compositions and performances.

Section 11. Assignability. Client may not assign any rights or delegate any duties under this Agreement to any other person or entity without the express prior written consent of Company. Company may, but is not required to, assign any of its rights or delegate any of its duties under this Agreement to a purchaser of the Station should the Station be sold. Company's right of assignment is *not* subject to the consent of Client.

Section 12. Ownership. Any and all ideas, themes, copy production, and commercial or programming matters of any kind produced by Company as a result of this Agreement shall remain the property of Company and cannot be used in any other way, or for any other advertising purposes without the express written approval of the Company.

Section 13. Remedies.

- (a) **Legal and Injunctive Relief.** If Client breaches any provision of this Agreement, Company reserves the right to avail itself of any remedy available to it at law or in equity. Such remedies may include compensatory (including, but not limited to all amounts owing to Company under Sections 2, 3, 4, and 5 (a)) and, where allowed by law, exemplary damages. During any breach by Client, Company may cease performance of any duties set forth under this Agreement. Furthermore, Company shall have the right to specifically enforce the contract and to require its performance for the entire duration as agreed upon, and to continue to advertise and/or broadcast programs on behalf of the Client at the rates existing when the contract was executed. Client agrees that the foregoing remedies shall be cumulative and not exclusive and shall not be waived by any partial exercise or nonexercise thereof and shall be in addition to any other remedies available to Company at law or in equity.
- (b) **Costs and Attorney's Fees.** In addition to any remedies and damages available to Company, at law or in equity, in the event Client violates any provision of this Agreement, Company shall be entitled to recover reasonable costs, collection agency fees, and attorney's fees from Client incurred by Company in any action brought by Company to enforce the terms of this Agreement. These fees may be set by the court in the trial of the action or may be enforced in a separate action brought for that purpose, and shall be in addition to any other relief that may be awarded.
- (c) **Limitation of Liability.** In the event Company breaches any provision of this Agreement, Company shall not be liable in damages or equity to Client in an amount exceeding the value of the airtime provided (or to be provided, as the case may be) to Client as measured by the rates stated in Section 2 or if modified by Section 3 – in Section 3. Client explicitly agrees to this limitation of liability and to waive the right, if any, to recover consequential damages (such as lost profit) or any other damages or equitable recovery that might otherwise be available to Client in law or in equity.

Section 14. Governing Law; Jury Waiver Provision. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ALABAMA. CLIENT HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY CLIENT, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. COMPANY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY CLIENT.

Section 15. Entire Agreement. THIS WRITING CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES. IT SUPERSEDES ANY AND ALL OTHER AGREEMENTS, EITHER ORAL OR IN WRITING, BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, AND CONTAINS ALL OF THE COVENANTS AND AGREEMENTS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT OF THE MATTER. EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES THAT NO REPRESENTATIONS, INDUCEMENTS, PROMISES, OR AGREEMENTS, ORALLY OR OTHERWISE, HAVE BEEN MADE BY ANY PARTY, OR ANYONE ACTING ON BEHALF OF ANY PARTY, THAT ARE NOT SET FORTH IN THIS AGREEMENT, AND THAT NO AGREEMENT, STATEMENT, OR PROMISE NOT CONTAINED IN THIS AGREEMENT SHALL BE VALID, BINDING OR ACTIONABLE. ANY ORAL REPRESENTATIONS OR MODIFICATIONS CONCERNING THIS AGREEMENT SHALL BE OF NO FORCE OR EFFECT UNLESS CONTAINED IN A SUBSEQUENT WRITING, SIGNED BY THE PARTY TO BE CHARGED. BY SIGNING THIS AGREEMENT, CLIENT ACKNOWLEDGES THAT THE AGREEMENT HAS BEEN READ AND THOROUGHLY UNDERSTOOD AND THAT CLIENT HAD ADEQUATE TIME TO REVIEW THE AGREEMENT AND, IF DESIRED, CONSULT INDEPENDENT LEGAL COUNSEL AS TO CLIENT'S OBLIGATIONS HEREIN.

Section 16. Signature of Company Required. THIS AGREEMENT IS NOT BINDING UPON COMPANY UNTIL SIGNED BY AN AUTHORIZED AGENT OF COMPANY.

COMPANY: Kimtron, Inc.

CLIENT: Media Financial Services / McGavren Guild Media, LLC

By: Brett Larson

By: _____

Brett Larson, General Manager

See Attached Order For Signature

04/19/2022 01:39 PM EDT [Printed name and title]

[Printed name]

Date: _____

Date: _____

FOR OFFICE USE ONLY- THIS BOX IS NOT PART OF THIS AGREEMENT												Code: 8	Account #: <u>2860</u>	Contract #: <u>00008</u>
Program Name/dba: TIM JAMES FOR GOVERNOR- EST 14330												Contact Name: Roger Rafson / Joyce V.		
Mailing Address: 1655 Palm Beach Lakes Blvd. Ste 903, West Palm Bch, FL 33401														
Phone: 216-233-8181										Fax:		Email: Roger.Rafson@Genmediapartners.Com		
AE: Josi McCurdy					Writer: NONE					Other:		RTE Initial:		
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	
20	<u>22</u>			<u>1035</u>									<u>1035</u>	
20														

STATION:	WYDE-FM	ORDER#:	3195745	DATE:	04/19/2022
MARKET:	Birmingham, AL	AMOUNT:	\$1,035.00	AGENCY:	MEDIA FINANCIAL SERVICES
REP:	McGavren Guild Media	SPOTS:	23		1655 Palm Beach Lakes Blvd. 9th Fl, Suite 903 WEST PALM BEACH, FL 33401 Invoices@MediaFinancial.com
MOD:	Stn Ver: 1 Last:				
SALES OFFICE:	PHILADELPHIA	SLS PH:	412 421 2600		
SALESPERSON:	Roger Rafson	SLS FAX:	412 421 6001		
SLS EMAIL:	Roger.Rafson@GenMediaPartners.com				
AGENCY:	MEDIA FINANCIAL SERVICES	AGY CLI:		CONTRACT # FOR INVOICING	4423424
ADVERTISER:	Tim James for Governor	AGY PRD:		INVOICE:	MEDIA FINANCIAL SERVICES
PRODUCT:	Est 14330 - 4/18-4/22 - AL Gov	AGY EST:	14330		1655 Palm Beach Lakes Blvd. 9th Fl, Suite 903 WEST PALM BEACH, FL 33401 Invoices@MediaFinancial.com
FLIGHT:	04-18-2022 TO 4/22/2022		<input checked="" type="checkbox"/> Unwired <input type="checkbox"/> Spot <input type="checkbox"/> Mod		
TOT # OF DAYS:	5				
PRIM. DEMO:	Adults 35+		<input checked="" type="checkbox"/> Cash <input type="checkbox"/> Trade		
SEC. DEMO:		SPOT TYPE:		LAST SENT:	04/18/2022 15:22

COMMENTS

[Rep Comment] 04/18/2022: This is a new order. Please confirm receipt of order in Radio Exchange (if you are set up) or by email at joyce.vordenbaum@genmediapartners.com (WITH CALL LETTERS IN SUBJECT LINE) within 24 hours. Thank you.
****PLEASE NOTE THAT MFS SHOULD RECEIVE PAYMENT FROM THE AGENCY ON THIS BUY VIA OVERNIGHT MAIL PRIOR TO START DATE. MFS WILL THEN EMAIL YOU PROOF OF PAYMENT INFORMATION AS SOON AS POSSIBLE. RATES & TOTALS ARE GROSS.****

THIS IS AN UNWIRED NETWORK ORDER. SEND INVOICES ELECTRONICALLY OR TO INVOICES@MEDIA FINANCIAL.COM BY THE 3RD OF THE MTH AFTER THE BROADCAST MTH HAS AIRED. MFS ELECTRONIC INVOICES: RADIOINVOICES.COM: RI12580 OR 9912580; MARKETRON: 120873; SpotData: IDB#1828; EMEDIATRADE:EMT10263.

ONLY UPON PAYMENT FROM THE AGY WILL MFS REMIT TO STATION. PAYMENT TO STATION WILL BE PROCESSED WITHIN 7 DAYS AFTER RECEIPT FROM AGENCY.

****CONTINUE WITH CURRENT NAB - NEW SPOT WILL BE SENT.****

DAY#1		4/18/2022 To 4/18/2022					TOT \$180.00		TOTAL SPOTS 4		
MC	LN	SPT TYP	DAYS	START	END TIME	LEN	START	STOP	SP/DY	RATE	TOTAL
	1		M.....	6:00AM	7:00PM	60	4/18/2022	4/18/2022	4	\$45	\$180

DAY#2		4/19/2022 To 4/19/2022					TOT \$225.00		TOTAL SPOTS 5		
MC	LN	SPT TYP	DAYS	START	END TIME	LEN	START	STOP	SP/DY	RATE	TOTAL
	1		.T.....	6:00AM	7:00PM	60	4/19/2022	4/19/2022	5	\$45	\$225

From: Brad.cazel@MEDIAFINANCIAL.COM <Brad.cazel@MEDIAFINANCIAL.COM>
Sent: Tuesday, April 19, 2022 11:32 AM
To: Josi McCurdy <jmccurdy@crawfordmediagroup.net>
Subject: ACH notice

Hello,

we have processed an electronic payment from Media Financial Services.
Details of the payment you should receive within 36 hours are shown below.

Payment number 8404257
Payment date 4/19/2022
Total paid 782.98
Station WYDE-FM
120 SUMMIT PKWY
SUITE 200
BIRMINGHAM,AL 35209

Obligation# 120304-2204-A
Advertiser TIM JAMES FOR GOVERN
Invoice 14330-4/18-4/22-AL
Invoice date 4/01/2022
Net amount 879.75
Commission 96.77
Total paid 782.98
Comments

If you have any questions, please contact network@brigitte.com or brigitte@mediatfinancial.com

Thank you

