# AGREEMENT FORM FOR POLITICAL CANDIDATE ADVERTISEMENTS

	check applicable box)  ☐ FEDERAL CANDIDATE  ☐ STATE/LOCAL CANDIDATE									
				arge During A Certification C						
Station and	I Location: VV-FM Harris	burg, PA		<b>Date:</b> 10/1	5/18					
I, Multi Media	Services									
being/on beh	alf of: Sheryl [	Delozier								
a legally quand political party in the General election to be	lified candidat	e of the Report of: Pennsylvermber 6, 201	vania General As	ssembly- District	88					
Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks					
		See	Attached							

Attach proposed schedule with charges (if available):

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

Friends of Sheryl Delozier, PO Box 66, New Cumberland, PA 17070

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:

## Lisa Stone

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

	こる的と	
Date	Signature	
To Be S	Signed By Station Representative	
Accepted	□ Accepted in Part	☐ Rejected
Signature	Frinted Name	G-SM Title

Oct 15, 18

CONT#

32251772 Mod# Ver# 1 (Last = )

REP TO

**IHeartMedla** 

WRVV-FM (Harrisburg-Lebanon-Carlisle, PA)

FM

GENELLE NIBLACK (PHIL)

OFF

**PHILADELPHIA** 

AGY **ADDR**  **MULTI MEDIA SERVICES** 

915 KING ST. 2ND FL.

**ALEXANDRIA, VA 22314** 

**BYR** 

**NEAL MCDONALD** 

ADV

SHERYL DELOZIER FOR STATE REPRESENTATIVE

PDT

**PA HD-88** 

FLT

Oct 16, 18 - Nov 05, 18

HTTP://RADIOEXCHANGE.CLEARCHANNEL.COM/SALES/CATEGORY/PAGES/POLITICALRATECARDS.ASPX \*\* 10/15/2018 11:27:00 AM: MMS WILL SEND SPOT/TRAFFIC, FORMS, AND PAYMENT CONFIRMATION BEFORE START.

DDS CONT# 0

PH#

C/P/E: / / 1012

SALESPERSON FAX#

- \*\* 10/15/2018 11:27:00 AM: REVENUE TYPE IS NATIONAL AGENCY POLITICAL.
- \*\* 10/15/2018 11:27:00 AM: SALESFORCE SUB-INDUSTRY IS POLITICAL/STATE.
- \*\* 10/15/2018 11:27:00 AM: THE CANDIDATE RATE CLASS IS NON-PREEMPTIBLE.
- \*\* 10/15/2018 11:27:00 AM: THIS IS A NEW ORDER, PLEASE CONFIRM ASAP, THANK YOU!
- \*\* 10/15/2018 11:27:00 AM: THIS IS A NEW ORDER, PLEASE CONFIRM ASAP, THANK YOU!

MC	LN	REV TYPE	DAYS	TIME	LEN	EFFECTIVE DATES	# OF Day	NPD	RATE	TOT SPTS
	1.1	FLIGHT 1 National Agency-Political	.T	6A - 10A	60	10/16/2018 - 10/16/2018	1D	2	\$174.00	
					** FL	IGHT TOTALS **	Ĭ	2	\$348.00	
	2.1	FLIGHT 2 National Agency-Political	W	6A - 10A	60	10/17/2018 - 10/17/2018	1D	2	\$174.00	2
					** FL	IGHT TOTALS **		2	\$348.00	
	3.1	FLIGHT 3 National Agency-Political	Т	6A - 10A	60	10/18/2018 - 10/18/2018	1D	2	\$174.00	2
					** FL	IGHT TOTALS **	!	2	\$348.00	
	4.1	FLIGHT 4  National Agency-Political	F	6A - 10A	60	10/19/2018 - 10/19/2018	1D	2	\$174.00	2
					** FL	  -   IGHT TOTALS **	1	2	\$348.00	

<sup>\*</sup> REP ORDER COMMENT \*

<sup>\*\* 10/15/2018 11:27:00</sup> AM:

CONT# REP Oct 15, 18 32251772 Mod# Ver# 1 (Last = ) IHeartMedIa

DDS CONT# 0 C/P/E: / / 1012

5.1	FLIGHT 5  National Agency-Political	S.	6A - 10A	60	10/20/2018 - 10/20/2018	1D	1	\$36.00	1
5.2	National Agency-Political	S.	10A - 3P	60	10/20/2018 - 10/20/2018	1D	1	\$53.00	1
				** FL	I LIGHT TOTALS **		2	\$89.00	
6.1	FLIGHT 6  National Agency-Political	S	10A - 3P	60	10/21/2018 - 10/21/2018	1D	1	\$29.00	1
				** FL	.IGHT TOTALS **		1	\$29.00	
7.1	FLIGHT 7 National Agency-Political	M	6A - 10A	60	10/22/2018 - 10/22/2018	1D	2	\$174.00	2
				** FL	IGHT TOTALS **		2	\$348.00	
8.1	FLIGHT 8 National Agency-Political	.T	6A - 10A	60	10/23/2018 - 10/23/2018	1D	2	\$174.00	2
				** FL	IGHT TOTALS **	1	2	\$348.00	
9.1	FLIGHT 9 National Agency-Political	W	6A - 10A	60	10/24/2018 - 10/24/2018	1D	2	\$174.00	2
				** Fl	JIGHT TOTALS **	7	2	\$348.00	
10.1	FLIGHT 10 National Agency-Political	T	6A - 10A	60	10/25/2018 - 10/25/2018	1D	2	\$174.00	2
	41.			** Fl	IGHT TOTALS **	1	2	\$348.00	
11,1	FLIGHT 11 National Agency-Political	F	6A - 10A	60	10/26/2018 - 10/26/2018	1D	2	\$174.00	2
				** FI	LIGHT TOTALS **	ï	2	\$348.00	
12.1	FLIGHT 12 National Agency-Political	S.	10A - 3P	60	10/27/2018 - 10/27/2018	1D	1	\$53.00	1
		-		** FI	LIGHT TOTALS **	ek L	1	\$53.00	

CONT# REP

Oct 15, 18 32251772 Mod# Ver#1 (Last = )

**IHeartMedia** 

DDS CONT# 0 //1012 C/P/E:

FLIGHT 13 .....S 1D 13.1 National 10A - 3P 60 10/28/2018 -\$29.00 Agency-Political 10/28/2018 \*\* FLIGHT TOTALS \*\* \$29.00 FLIGHT 14 2 2 14.1 National 6A - 10A 60 10/29/2018 -1D \$174.00 M..... Agency-Political 10/29/2018 \*\* FLIGHT TOTALS \*\* 2 \$348.00 FLIGHT 15 15.1 National .T.... 6A - 10A 60 10/30/2018 -1D 2 \$174.00 2 Agency-Political 10/30/2018 \*\* FLIGHT TOTALS \*\* 2 \$348.00 FLIGHT 16 6A - 10A 10/31/2018 -1D 2 \$174.00 2 16.1 National ..W.... 60 Agency-Political 10/31/2018 \*\* FLIGHT TOTALS \*\* 2 \$348.00 FLIGHT 17 17.1 11/01/2018 -National 6A - 10A 60 1D 2 \$174.00 2 ...T... Agency-Political 11/01/2018 \*\* FLIGHT TOTALS \*\* 2 \$348.00 FLIGHT 18 1D 2 National 6A - 10A 60 11/02/2018 -2 \$174.00 18.1 ....F.. Agency-Political 11/02/2018 \*\* FLIGHT TOTALS \*\* 2 \$348.00 FLIGHT 19 19.1 National 10A - 3P 60 11/03/2018 -1D 1 \$53.00 1 ....S. Agency-Political 11/03/2018 \*\* FLIGHT TOTALS \*\* \$53.00 FLIGHT 20 11/04/2018 -1D 1 20.1 National .....S 10A - 3P 60 \$29.00 Agency-Political 11/04/2018 \*\* FLIGHT TOTALS \*\* \$29.00

Oct 15, 18

Oct 18

23

3332.00

CONT#

REP

**SPOTS** 

CASH

32251772 Mod# Ver#1 (Last = )

Nov 18

14

2170.00

**IHeartMedia** 

DDS CONT# 0

C/P/E: / / 1012

21.1	FLIGHT 21 National Agency-Political	М	6A - 10A	60	11/05/2018 - 11/05/2018	1D	2	\$174.00	2
				** FL	IGHT TOTALS **	1	2	\$348.00	

TRADE	0.00	0.00			
NSL	0.00	0.00			
TOTAL	3332.00	2170.00			
					TOTAL
					TOTAL
SPOTS					37
CASH					5,502.00
TRADE					0.00
NSL					0.00
TOTAL					5,502.00

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

SVC: FA99 MSA CustRadio

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.

## iHeartMEDIA Order Confirmation

Sheryl Delozler for State Repr MULTI MEDIA SERVICES

915 KING ST. 2ND FL.

ALEXANDRIA, VA 22314

Page 1 of 3

Printed: 10/15/2018 12:27 PM

Advertiser No: 344708

Order No:

1114386157

Start Date:

10/16/2018

Co-op:

No

End Date:

11/05/2018

Package:

No

Month Type:

Broadcast

Agency Comm: 15%

Revision #: 1

CPE:

- - 1012

AE:

PHILADELPHIA, MMS

Entered:

10/15/2018 12:23 PM by Fusion Last Update: 10/15/2018 12:24 PM by ccrnyc1a

Note:

WRVV-FM/EST 1012/32251772-5769121

Note 2:

Spl Reg Inv:

Market Station	Blnd To	Start Date	End Date	No Of Weeks	Rate Rev. Type	Skip W. M	<b>/</b> 1	r 1	N 1	rı	= ;	8	8	Spots/ W.	Spot Length	Ord Spots	Ord Cost
1 Harrisburg PA	06:00-10:00	10/29/18	11/02/18	1	174.00	0	2	2	2	2	2	0	0	10	60	10	1,740.00
WRVV-FM	Commercial				National Agend Political	y-											
2 Harrisburg PA	06:00-10:00	10/20/18	10/20/18	1	36.00	0	0	0	0	0	0	1	0	1	60	1	36.00
	Commercial				National Agend Political	y-											
3 Harrisburg PA	10:00-15:00	10/20/18	11/03/18	3	53.00	0	0	0	0	0	0	1	0	1	60	3	159.00
WRVV-FM	Commercial				National Agend Political	:y-											
4 Harrisburg PA	10:00-15:00	10/21/18	11/04/18	3	29.00	0	0	0	0	0	0	0	1	1	60	3	87.00
WRVV-FM	Commercial				National Agend Political	су-											v
5 Harrisburg PA	06:00-10:00	11/05/18	11/05/18	1	174.00	0	2	0	0	0	0	0	0	2	60	2	348.00
WRVV-FM	Commercial				National Agend Political	су-											
6 Harrisburg PA	06:00-10:00	10/16/18	10/19/18	1	174.00	0	0	2	2	2	2	0	0	8	60	8	1,392.00
WRVV-FM	Commercial				National Agend Political	су-											
7 Harrisburg PA	06:00-10:00	10/22/18	10/26/18	1	174.00	0	2	2	2	2	2	0	0	10	60	10	1,740.00
WRVV-FM	Commercial				National Agend Political	cy-											

No. of Spots/Misc/Digital:

37/0/0

Ordered Gross: Agency Commission: Ordered Net: Total Net Due:

\$5,502.00 \$825.30 \$4,676.70 \$4,676.70



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Printed: 10/15/2018 12:27 PM

Order No: 1114386157

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
Amt. Ord.:	23	14	0	0	0	0	0	0	0	0	0	0	0
Gross:	3,332.00	2,170.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net:	2,832.20	1,844.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

When signed below, this is a contract for advertising on the radio stations named above, made with the owner of those stations, subject to those terms and conditions beginning on the last page of this Order Confirmation. Except when this contract is executed by advertiser itself, it is agreed that advertiser's agency makes this contract both for itself and advertiser.

Accepted for Company:	Accepted for Advertiser:
Participating Customers Sheryl Delozier for State Repr	100%

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Printed: 10/15/2018 12:27 PM

Order No: 1114386157

### ORDER TERMS AND CONDITIONS

The Torm "Advertiser" shall include advertiser and any agency or buying service named in Order Confirmation, and all persons and entities included within Advertiser agree that they are jointly and severally liable for all obligations of Advertiser under this contract regardless of who is billed, except any agency is liable for invoice payments only to the extent the agency has been paid by the advertiser. The term "Station" means the specific station set out in the Order Confirmation, or, if not identified there, IHeartMedia + Entertainment, Inc. 1. PAYMENT

(a) Advertiser agrees to pay in advance for the distribution of advertising covered by this contract (collectively "transmissions") unless otherwise expressly agreed in writing.

(b) If Stallon has extended credit, Station shall render invoices monthly. Payment by Advertiser is due within 30 days unless invoice is sent to agency or buying service, then not payment is due within 45 days. Past due accounts shall be charged interest at the rate of 1% per month (12% annual percentage rate) or, if less, the highest rate allowed by applicable law, from the date of the invoice. If Advertiser notices any error on an invoice, Advertiser must contact Station in writing within 7 days of the invoice date, stating the invoice number, amount and description of alleged error, and including any supporting documentation as may be required by Station. All invoice charges will be considered valid if no written dispute from the Client is received by Station within the 7 day period.

(c) On Advertiser's request, Station shall furnish certifications of performance to Advertiser at the time of billing, but unless requested prior to billing the furnishing of such certifications shall not

be a condition of payment or time of payment.

(d) If Advertiser is past due in payment of any amount, Station may change the terms of payment for further transmissions by giving Advertiser written notice. If Station refers this contract for collection, Advertiser shall pay reasonable altorney's or collector's fees and any court costs incurred by Station.

2. TERMINATION AND BREACH

(a) This contract may be terminated by either party giving the other party 14 days prior written notice. If Advertiser so terminates this contract, Advertiser will pay Station at Station's rate card rate (without discount for the number of remaining transmissions) for transmissions made through the date of termination. If Station so terminates this contract, Advertiser shall pay Station for transmissions made through the date of termination and shall have the benefit of any discounts it would have received had this contract not been so terminated.

(b) Station may terminate this contract at any time upon failure by Advertiser to timely make any payment, or upon other material breach by Advertiser of this contract. On such termination (i) Advertiser will pay Station at Station's rate card rate (without discount for the number of transmissions) for all transmissions made through the date of termination and (ii) all payments due by Advertiser shall become immediately due and payable.

(c) Advertiser may cancel this contract at any time upon material breach by Statlon of this contract and shall be liable only for transmissions made in accordance with this contract through the date of termination with the benefit of any discounts it would have received had this contract not been so terminated.

(d) If Station has contracted to purchase other program material ("Third Party Material") during the term of this contract in reliance on the agreement of Advertiser and prior to the end of the term of this contract Station terminates pursuant to paragraph 2(b) or Advertiser pursuant to paragraph 2(a), Advertiser agrees to pay Station all costs and expenses incident to the acquisition of Third Party Material. After such payment, Station shall credit Advertiser for any net amounts obtained if Station is able to resell such Third Party Material, but Station shall not be obligated to make or solicit any sale.

(e) To the extent provided by law, neither party shall be liable to the other party (including liability for incidental, indirect or consequential damages or lost profits, whether or not advised of the possibility of such damages and punitive damages) other than as specified in this contract. 3.REPRESENTATIONS & WARRANTIES/INDEMNIFICATION AND HOLD HARMLESS

(a) Advertiser represents, warrants and agrees that: (i) Station's use of the Advertiser Materials (defined below) as authorized by Advertiser, including, but not limited to broadcast of the Advertiser Materials over the facilities of the Station shall not violate or infringe upon the rights of others; provided, however, that the foregoing representations and warranties shall not apply to any material furnished or added to the Advertiser Materials after delivery to Station by any party other than Advertiser, and (ii) Advertiser (and the Advertiser Materials) shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, those of the FCC (e.g., indecency, EAS compliance and all other FCC regulations).

(b) Advertiser shall defend, hold harmless and indemnify Station, its parents and affiliates, and their respective officers, directors, employees and agents from any and all claims, actions,

causes of action, liabilities, demands, damages or costs (including reasonable attorney fees) of whatsoever name or nature, including but not limited to (i) defamation, unlawful competition or trade practice, infringement of intellectual property or other property or personal rights (including but not limited to public performance rights with respect to music, spoken word or any other copyrightable material embodied in Advertiser Materials); (ii) any breach or violation of any sort of the representations and warranties described in Section 3(a); or (iii) claims arising from the products, services, operations, representations or warranties relating to, directly or indirectly, any material furnished by Advertiser pursuant to this contract ("Advertiser Material") or to Advertiser's business, services, operations or prizes (if any) relative to Order. Station shall defend, hold harmless and indemnify Advertiser and its officers, directors, employees and agents from damages relating to, directly or indirectly, programming transmitted by Stallon other than Advertiser Material.
4. INABILITY TO TRANSMIT AND SUBSTITUTION PROGRAMS

(a) If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God; labor disputes, or for other cause, including mechanical breakdown beyond Station's control, Station shall be unable to transmit or otherwise distribute any program or announcement to be transmitted under this contract, that transmission shall be canceled, and Station shall not be liable to Advertiser except as provided in paragraph (c) below.

(b) Station shall have the right to cancel any transmission or portion thereof to be made under this contract in order to transmit any program which it deems to be of public significance. Station will notify Advertiser in advance if reasonably possible or otherwise Station will notify Advertiser within a reasonable time after such scheduled transmission.

(c) Station shall transmit such canceled transmission, subject to availability, in a comparable time period. If Station is unable to so transmit the canceled transmission, Advertiser shall not have

to pay for the canceled transmission and the cancellation shall not affect any discounts under this contract.

5. PROGRAM PRODUCTION AND COMMERCIAL MATERIAL

(a) Unloss otherwise noted in this contract, all material to be transmitted under this contract shall be furnished by Advertiser, and all expenses of delivery to Station and return to Advertiser, if so directed, shall be paid by Advertiser. If Station has not received Advertiser Material by 72 hours in advance of scheduled transmission, Station shall reasonably attempt to so notify Advertiser. (b) If Station has not received Advertiser Material by 48 hours in advance of scheduled transmission, Station may in its sole discretion reschedule the transmission of such material or cancel such transmission, and in either case, Advertiser shall pay for the transmission as if transmitted as originally scheduled.

(c) Advertiser Material, is subject to Station approval and Station may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality. If the material is unsatisfactory, Station shall notify Advertiser, and Advertiser shall furnish satisfactory material 48 hours in advance of transmission or paragraph 6(b) shall apply. All program material must conform to the program and operating policies of Station and Station shall have the continuing right to edit in the public interest provided, however, that Station approval of such material shall not affect Advertiser's indemnity obligation under this contract.

(d) Station will retain all property rights in any program material prepared or created by Station or by any of its employees for use in connection with material transmitted under this contract. 6. NON-DISCRIMINATION

In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Station will not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated and completed without regard to race or ethnicity.

(a) This contract is for the transmission by broadcast on radio, transmission on other media when internet is indicated, or both, of programs, announcements and/or displays of the Advertiser for the purpose of advertising the named products or services and is subject to all applicable federal, state and municipal regulations, including the rules of the Federal Communications Commission and the Federal Trade Commission. Station will perform the transmission covered by this contract on the days and approximate hourly times (current at Station) provided in this contract. Station may make reproductions of program material furnished by Advertiser to effect the transmissions.

(b) If an agency or buying service is included in Advertiser, it is understood that party is the agent of advertiser and not of Station.

(c) Station shall assume no liability for loss or damages to program material and other property furnished by Advertiser in connection with transmissions under this contract.

(d) Advertiser may not assign or transfer this contract without first obtaining the written consent of Station; nor is Station required to transmit any material under this contract for the benefit of any person or entity other than Advertiser named on the face of this contract.

(e) The failure of Station or Advertiser to enforce any of the provisions of this contract shall not be construed as a waiver of that or any other provision.

(f) This contract and any applicable written credit agreement, agency commission arrangement and/or merchandising arrangement contains the entire agreement between the parties relating to the subject matter in it, and no modification of its terms shall be effective unless in writing signed by both parties.

TO THE EXTENT PERMITTED BY LAW, STATION MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS

AGREEMENT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.