

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: <u>KMJ/KSKS/KWYE/KMGV, Fresno</u>	Date: <u>8/31/18</u>
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I, Mike De Dios / Greenstripe Media, Inc.

being/on behalf of: Jim Costa

a legally qualified candidate of the Democratic

political party for the office of: California Congressional District 16

in the General

election to be held on: November 6, 2018

do hereby request station time as follows:

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
PLEASE SEE ATTACHED CONTRACTS.					

Attach proposed schedule with charges (if available):

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

Jim Costa for Congress

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:

Steven Diebert

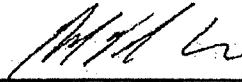
This station has disclosed to me its political advertising policies, including: applicable classes and rates; and discount, promotional and other sales practices (not applicable to federal candidates).

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

8/31/18

Date



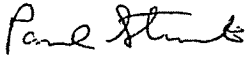
Signature

To Be Signed By Station Representative

Accepted

Accepted in Part

Rejected



Paul Sturt

Key Account Manager

Signature

Printed Name

Title

PLEASE SEE ATTACHED LETTER OF AUTHORIZATION.

FEDERAL CANDIDATE CERTIFICATION

In Order For Federal Candidates To Receive The Lowest Unit Charge During A Political Window, The Following Certification Is Required:

I, Mike De Dios / Greenstripe Media, Inc.
(name of federal candidate or authorized committee) hereby certify that the programming to be broadcast (in whole or in part) pursuant to this agreement:

does

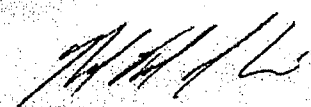
does not

refer to an opposing candidate (check applicable box). I further certify that for the programming that does refer to an opposing candidate:

(check applicable box)

the 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.

the television programming 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.



signature of candidate or authorized committee

Mike De Dios / Greenstripe Media, Inc.
printed name

8/31/18
date

AGREED UPON SCHEDULE

(TO BE FILLED IN ONLY IF STATION DOES NOT ACCEPT ALL OF CANDIDATE'S REQUEST)

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks

Attach proposed schedule with charges (if available):

AFTER AIRING OF BROADCASTS:

Attach invoices or Schedule Run Summary to this Form showing:

- 1) actual air time and charges for each spot;
- 2) the date(s), exact time(s) and reason(s) for Make-Good(s), if any; and
- 3) the amount of rebates given (identify exact date, time, class of broadcast and dollar amount for each rebate), if any.

Note: Because the FCC requires that the political file contain the actual times the spots air and the rates charged, that information should be included in the file as soon as possible. If that information is only generated monthly, the file should include the name of a contact person who can provide the times that specific spots aired and the rates charged. The FCC's online political files include a folder for "Terms and Disclosures." NAB suggests that, for stations subject to the online public file rule, the names of contact person(s) be placed in that folder.

GREENSTRIPE MEDIA, INC.

PLANNING • PLACEMENT • SYNDICATION

RADIO BROADCAST CONTRACT

Contract # 105068
Contract Date 8/31/2018

Advertiser Jim Costa For Congress	Station KMJ-AM	Product Congressional District 16		
Buyer Mike De Dios/David Takara	Broadcast materials furnished by Greenstripe Media - 949.650.5081	rev # 1 on 9/4/2018	rev # on	rev # on

KMJ-AM
Paul Stuart
1071 W. Shaw Avenue
Fresno, CA 93711

Station Phone 559-490-5951
Direct Phone 559-246-4469
Fax
E-mail Paul.Stuart@cumulus.com

Schedule Dates				Schedule Rotation		Billing Weeks	Announcements	Gross Cost	\$7,820.00
9/25/2018 thru 10/1/2018				Tuesday thru Monday		1	53x	Net Cost	\$6,647.00
Line	Days	Time		Length	Spots Per Week	Program Notes	Rate Per Spot	Line Total	
		From	To						
1	Tu-F, Mon	5a	6a	:60	3		210	630	
2	Tu-F, Mon	6a	10a	:60	10		235	2350	
3	Tu-F, Mon	10a	3p	:60	10		210	2100	
4	Tu-F, Mon	3p	7p	:60	10		185	1850	
5	Tu-Mon	7p	12m	:60	10		50	500	
6	Sat	6a	10a	:60	2		50	100	
7	Sat	10a	3p	:60	2		40	80	
8	Sat	3p	7p	:60	2		35	70	
9	Sun	11a	3p	:60	2		40	80	
10	Sun	3p	7p	:60	2		30	60	

WEEKLY TOTALS: 53x \$7,820

BILLING INFORMATION: Station is to provide weekly billing. All invoices should be addressed to the named advertiser above "in care of" Greenstripe Media, Inc. and mailed to the address below. Exact times are required on all affidavits. Station agrees to advise of any discrepancies. In the event of a discrepancy, the Greenstripe Media, Inc. contract prevails.

MAKEGOOD POLICY: Please advise Greenstripe Media, Inc. immediately of any pre-emptions in writing. Offer makegoods in same or better programming within contracted weeks or billing month. We will respond within 24 hours.

Accepted for (Station) KMJ By P. Stuart

244 OLD NEWPORT BLVD. • NEWPORT BEACH, CA 92663

TEL: (949) 650-5081 • FAX: (949) 650-0207 • E-MAIL: mike@greenstripemedia.com

GREENSTRIPE MEDIA, INC.

PLANNING • PLACEMENT • SYNDICATION

RADIO BROADCAST CONTRACT

Contract # 105043

Contract Date 8/31/2018

Advertiser Jim Costa For Congress	Station KMJ-AM	Product Congressional District 16		
Buyer Mike De Dios/David Takara	Broadcast materials furnished by Greenstripe Media - 949.650.5081	rev # on	rev # on	rev # on

KMJ-AM
Paul Stuart
1071 W. Shaw Avenue
Fresno, CA 93711

Station Phone 559-490-5951
Direct Phone 559-246-4469
Fax
E-mail Paul.Stuart@cumulus.com

<u>Schedule Dates</u>		<u>Schedule Rotation</u>		<u>Billing Weeks</u>	<u>Announcements</u>	<u>Gross Cost</u>	\$3,730.00	
9/11/2018 thru 9/17/2018		Tuesday thru Monday		1	53x	<u>Net Cost</u>	\$3,170.50	
Line	Days	Time		Length	Spots Per Week	Program Notes	Rate Per Spot	Line Total
		From	To					
1	Tu-F, Mon	5a	6a	:60	3		120	360
2	Tu-F, Mon	6a	10a	:60	10		110	1100
3	Tu-F, Mon	10a	3p	:60	10		105	1050
4	Tu-F, Mon	3p	7p	:60	10		100	1000
5	Tu-Mon	7p	12m	:60	10		5	50
6	Sat	6a	10a	:60	2		25	50
7	Sat	10a	3p	:60	2		15	30
8	Sat	3p	7p	:60	2		10	20
9	Sun	10a	3p	:60	2		25	50
10	Sun	3p	7p	:60	2		10	20

WEEKLY TOTALS: 53x \$3,730

BILLING INFORMATION: Station is to provide weekly billing. All invoices should be addressed to the named advertiser above "in care of" Greenstripe Media, Inc. and mailed to the address below. Exact times are required on all affidavits. Station agrees to advise of any discrepancies. In the event of a discrepancy, the Greenstripe Media, Inc. contract prevails.

MAKEGOOD POLICY: Please advise Greenstripe Media, Inc. immediately of any pre-emptions in writing. Offer makegoods in same or better programming within contracted weeks or billing month. We will respond within 24 hours.

Accepted for (Station) KMJ By Paul Stuart

424 OLD NEWPORT BLVD. • NEWPORT BEACH, CA 92663

TEL: (949) 650-5081 • FAX: (949) 650-0207 • E-MAIL: mike@greenstripemedia.com

GREENSTRIPE MEDIA, INC.

PLANNING • PLACEMENT • SYNDICATION

RADIO BROADCAST CONTRACT

Contract # 105057
Contract Date 8/31/2018

Advertiser Jim Costa For Congress		Station KMJ-AM		Product Congressional District 16	
Buyer Mike De Dios/David Takara	Broadcast materials furnished by Greenstripe Media - 949.650.5081			rev # on	rev # on

KMJ-AM
Paul Stuart
1071 W. Shaw Avenue
Fresno, CA 93711

Station Phone 559-490-5951
Direct Phone 559-246-4469
Fax
E-mail Paul.Stuart@cumulus.com

Schedule Dates				Schedule Rotation		Billing Weeks	Announcements	Gross Cost	\$3,730.00
9/18/2018 thru 9/24/2018				Tuesday	thru	Monday	1	53x	Net Cost \$3,170.50
Line	Days	Time		Length	Spots Per Week	Program Notes		Rate Per Spot	Line Total
		From	To						
1	Tu-F, Mon	5a	6a	:60	3			120	360
2	Tu-F, Mon	6a	10a	:60	10			110	1100
3	Tu-F, Mon	10a	3p	:60	10			105	1050
4	Tu-F, Mon	3p	7p	:60	10			100	1000
5	Tu-Mon	7p	12m	:60	10			5	50
6	Sat	6a	10a	:60	2			25	50
7	Sat	10a	3p	:60	2			15	30
8	Sat	3p	7p	:60	2			10	20
9	Sun	10a	3p	:60	2			25	50
10	Sun	3p	7p	:60	2			10	20

WEEKLY TOTALS: 53x \$3,730

BILLING INFORMATION: Station is to provide weekly billing. All invoices should be addressed to the named advertiser above "in care of" Greenstripe Media, Inc. and mailed to the address below. Exact times are required on all affidavits. Station agrees to advise of any discrepancies. In the event of a discrepancy, the Greenstripe Media, Inc. contract prevails.

MAKEGOOD POLICY: Please advise Greenstripe Media, Inc. immediately of any pre-emptions in writing. Offer makegoods in same or better programming within contracted weeks or billing month. We will respond within 24 hours.

Accepted for (Station) KMJ By Paul Stuart

424 OLD NEWPORT BLVD. • NEWPORT BEACH, CA 92663

TEL: (949) 650-5081 • FAX: (949) 650-0207 • E-MAIL: mike@greenstripemedia.com

Sales Order

Advertiser **Jim Costa**
 Agency **Greenstripe Media Inc.**

 Bill To **Greenstripe Media Inc.**
424 Old Newport Blvd

Newport Beach, CA 92663

 Account
 Executive **Paul Stuart**
 Contract #
 Estimate #
 Description **Sept 18**
 Stratus # **35718**
 Special Instructions

 Contact **949.650.5081**

New / Revision **New**
 Start Date **09/11/18**
 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: Agency Candidate "Use" - 42100**
 Local Income Type **Political: Agency Candidate "Use" - 42100**
 Competitive Code **Political Advt#4692 Agcy#146**

 Order Entered **09/05/18**

Schedule

#	Sponsor Log Name Revenue Types	Length Rate Line#	Start Date End Date	Start time End time	Auto Weekly	#/ Wk	M	T	W	T	F	S	S	Total
1	Jim Costa	60 120.00	09/11/18 10/01/18	5:00AM 6:00AM	N			1	1		1			720.00 6 Spots
	Political: Agency Candidate "Use" - 42100 / Political: Agency Candidate "Use" - 42100	381895	09/10/18, 09/17/18											
2	Jim Costa	60 110.00	09/11/18 10/01/18	6:00AM 10:00AM	N			2	2	2	2			1760.00 16 Spots
	Political: Agency Candidate "Use" - 42100 / Political: Agency Candidate "Use" - 42100	381896	09/10/18, 09/17/18											
3	Jim Costa	60 105.00	09/11/18 10/01/18	10:00AM 3:00PM	N			2	2	2	2			1680.00 16 Spots
	Political: Agency Candidate "Use" - 42100 / Political: Agency Candidate "Use" - 42100	381897	09/10/18, 09/17/18											
4	Jim Costa	60 100.00	09/11/18 10/01/18	3:00PM 7:00PM	N			2	2	2	2			1600.00 16 Spots
	Political: Agency Candidate "Use" - 42100 / Political: Agency Candidate "Use" - 42100	381898	09/10/18, 09/17/18											
5	Jim Costa	60 110.00	09/11/18 10/01/18	6:00AM 10:00AM	N	2								440.00 4 Spots
	Political: Agency Candidate "Use" - 42100 / Political: Agency Candidate "Use" - 42100	381899	09/17/18, 09/24/18											
6	Jim Costa	60 105.00	09/11/18 10/01/18	10:00AM 3:00PM	N	2								420.00 4 Spots
	Political: Agency Candidate "Use" - 42100 / Political: Agency Candidate "Use" - 42100	381900	09/17/18, 09/24/18											
7	Jim Costa	60 100.00	09/11/18 10/01/18	3:00PM 7:00PM	N	2								400.00 4 Spots
	Political: Agency Candidate "Use" - 42100 / Political: Agency Candidate "Use" - 42100	381901	09/17/18, 09/24/18											
8	Jim Costa	60 5.00	09/11/18 10/01/18	7:00PM 11:59PM	N			2	2	2	2			80.00 16 Spots

#	Sponsor Log Name Revenue Types	Length Rate Line#	Start Date End Date	Start time End time	Auto Weekly	#/ Wk	M	T	W	T	F	S	S	Total
	Political: Agency Candidate "Use" - 42100 / Political: Agency Candidate "Use" - 42100	381902	09/10/18, 09/17/18											
9	Jim Costa	60 5.00	09/11/18 10/01/18	7:00PM 11:59PM	N	2								20.00 4 Spots
	Political: Agency Candidate "Use" - 42100 / Political: Agency Candidate "Use" - 42100	381903	09/17/18, 09/24/18											
10	Jim Costa	60 25.00	09/11/18 10/01/18	6:00AM 10:00AM	N							2		100.00 4 Spots
	Political: Agency Candidate "Use" - 42100 / Political: Agency Candidate "Use" - 42100	381904	09/10/18, 09/17/18											
11	Jim Costa	60 15.00	09/11/18 10/01/18	10:00AM 3:00PM	N							2		60.00 4 Spots
	Political: Agency Candidate "Use" - 42100 / Political: Agency Candidate "Use" - 42100	381905	09/10/18, 09/17/18											
12	Jim Costa	60 10.00	09/11/18 10/01/18	3:00PM 7:00PM	N							2		40.00 4 Spots
	Political: Agency Candidate "Use" - 42100 / Political: Agency Candidate "Use" - 42100	381906	09/10/18, 09/17/18											
13	Jim Costa	60 25.00	09/11/18 10/01/18	11:00AM 3:00PM	Y	2							X	100.00 4 Spots
	Political: Agency Candidate "Use" - 42100 / Political: Agency Candidate "Use" - 42100	381907	09/10/18, 09/17/18											
14	Jim Costa	60 210.00	09/11/18 10/01/18	5:00AM 6:00AM	N		1	1		1				630.00 3 Spots
	Political: Agency Candidate "Use" - 42100 / Political: Agency Candidate "Use" - 42100	381910	09/24/18											
15	Jim Costa	60 235.00	09/11/18 10/01/18	6:00AM 10:00AM	N		2	2	2	2				1880.00 8 Spots
	Political: Agency Candidate "Use" - 42100 / Political: Agency Candidate "Use" - 42100	381911	09/24/18											
16	Jim Costa	60 210.00	09/11/18 10/01/18	10:00AM 3:00PM	N		2	2	2	2				1680.00 8 Spots
	Political: Agency Candidate "Use" - 42100 / Political: Agency Candidate "Use" - 42100	381912	09/24/18											
17	Jim Costa	60 185.00	09/11/18 10/01/18	3:00PM 7:00PM	N		2	2	2	2				1480.00 8 Spots
	Political: Agency Candidate "Use" - 42100 / Political: Agency Candidate "Use" - 42100	381913	09/24/18											
18	Jim Costa	60 50.00	09/11/18 10/01/18	7:00PM 11:59PM	N		2	2	2	2				400.00 8 Spots
	Political: Agency Candidate "Use" - 42100 / Political: Agency Candidate "Use" - 42100	381914	09/24/18											
19	Jim Costa	60 235.00	09/11/18 10/01/18	6:00AM 10:00AM	N	2								470.00 2 Spots
	Political: Agency Candidate "Use" - 42100 / Political: Agency Candidate "Use" - 42100	381915	10/01/18											
20	Jim Costa	60 210.00	09/11/18 10/01/18	10:00AM 3:00PM	N	2								420.00 2 Spots
	Political: Agency Candidate "Use" - 42100 / Political: Agency Candidate "Use" - 42100	381916	10/01/18											
21	Jim Costa	60 185.00	09/11/18 10/01/18	3:00PM 7:00PM	N	2								370.00 2 Spots
	Political: Agency Candidate "Use" - 42100 / Political: Agency Candidate "Use" - 42100	381917	10/01/18											
22	Jim Costa	60 50.00	09/11/18 10/01/18	7:00PM 11:59PM	N	2								100.00 2 Spots
	Political: Agency Candidate "Use" - 42100 / Political: Agency Candidate "Use" - 42100	381918	10/01/18											
23		60	09/11/18	6:00AM										100.00

#	Sponsor Log Name Revenue Types	Length Rate Line#	Start Date End Date	Start time End time	Auto Weekly	# Wk	M	T	W	T	F	S	S	Total
	Jim Costa	50.00	10/01/18	10:00AM	N							2		2 Spots
	Political: Agency Candidate "Use" - 42100 / Political: Agency Candidate "Use" - 42100	381919	09/24/18											
24	Jim Costa	60	09/11/18	10:00AM								2		80.00
	Political: Agency Candidate "Use" - 42100 / Political: Agency Candidate "Use" - 42100	381920	09/24/18											2 Spots
25	Jim Costa	60	09/11/18	3:00PM								2		70.00
	Political: Agency Candidate "Use" - 42100 / Political: Agency Candidate "Use" - 42100	381921	09/24/18											2 Spots
26	Jim Costa	60	09/11/18	11:00AM								2		80.00
	Political: Agency Candidate "Use" - 42100 / Political: Agency Candidate "Use" - 42100	381922	09/24/18											2 Spots
27	Jim Costa	60	09/11/18	3:00PM								2		60.00
	Political: Agency Candidate "Use" - 42100 / Political: Agency Candidate "Use" - 42100	381923	09/24/18											2 Spots
28	Jim Costa	60	09/16/18	3:00PM								2		40.00
	Political: Agency Candidate "Use" - 42100 / Political: Agency Candidate "Use" - 42100	381926	All Weeks	7:00PM	N									4 Spots

Sep 18 = 13920.00 / 11832.00 Oct 18 = 1360.00 / 1156.00 Nov 18 = 0.00 / 0.00 Dec 18 = 0.00 / 0.00 Jan 19 = 0.00 / 0.00 Feb 19 = 0.00 / 0.00
Mar 19 = 0.00 / 0.00 Apr 19 = 0.00 / 0.00 May 19 = 0.00 / 0.00 Jun 19 = 0.00 / 0.00 Jul 19 = 0.00 / 0.00 Aug 19 = 0.00 / 0.00

Gross: 15280.00 Net: 12988.00 Total Due: 12988.00 159 Spots

Client Acceptance: _____ **Date:** _____

Account Executive: 9/5/2018 5:18:07 PM by Paul Stuart

Sales / Market Manager: 9/5/2018 5:54:18 PM by Timothy Rapp

Business Manager: 9/5/2018 5:48:54 PM by Tim Lyons

Traffic Manager: 9/5/2018 6:14:51 PM by ROB Emler

V 5.3

ALL ORDERS SUBJECT TO THE STANDARD TERMS AND CONDITIONS ATTACHED HERETO

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 provided for hereunder.
- (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

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.

3. PAYMENT AND BILLING

- (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 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. TERMINATION

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.

5. SUBSTITUTION 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

- (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 in 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 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, preparation of 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 libel, 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. DISPUTES

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 Advertiser/ 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.
- (h) The provisions hereof constitute the entire agreement between the parties and supersede any and all other transactions, negotiations, or representations whatsoever as to the broadcast or announcements, or the parties' rights and obligations hereunder, and shall not be modified except in writing.
- (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