

## 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**

<b>Station and Location:</b> <span style="font-size: 1.5em; margin-left: 100px;">KNEK-FM</span>	<b>Date:</b> <span style="font-size: 1.5em; margin-left: 10px;">7/30/19</span>
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I, Geriease Smith Hawkins

being/on behalf of: John Bel Edwards, a legally

qualified candidate of the Democratic political

party for the office of: Governor

in the Primary

election to be held on: October 12, 2019

do hereby request station time as follows:

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

**Total Charges:** \$ 2760 gross



PUBLIC RELATIONS, MARKETING & ADVERTISING

Date: July 25, 2019

To: Mandolia Jean-Batiste  
 Cumulus Radio (Lafayette)  
 mandolia.jean-batiste@cumulus.com  
 337-408-9217

From: Geriease Smith Hawkins  
 Bright Moments, LLC  
 504-592-1800

RE: INSERTION ORDER 8/1/19 – 8/31/19  
 Governor John Bel Edwards Campaign :60 Media Placement

The spots should run according to the following schedule: August 1<sup>st</sup> and August 2<sup>nd</sup>. Thereafter, all weekday spots should run on Monday, Wednesday, and Friday for the entire month. The weekend spots should run the weekend of August 10-11, August 17-18, and August 24-25.

The gross amount of the buy is \$5,910.00. The net amount of the buy is \$5,023.50. The payment will be made via the following online portal:

<https://simplepay.basvspro.net/start.aspx?aid=8691&Skey=lafave>

	Total Budget	Total Spots	Total Spots per day part	Total Budget per day part	Day	Daypart	Rate	# Spots/Day	Total Days
RRQ-FM Q95.5	\$3,150.00	48	28	\$1,960.00	M-F	6A-10A	\$70.00	2	14
RRQ-FM Q95.5			14	\$980.00	M-F	3P-7P	\$70.00	1	14
RRQ-FM Q95.5			3	\$105.00	SA	10A-3P	\$35.00	1	3
RRQ-FM Q95.5			3	\$105.00	SU	10A-3P	\$35.00	1	3
	Total Budget	Total Spots	Total Spots per day part	Total Budget per day part	Day	Daypart	Rate	# Spots/Day	Total Days
NEK Magic 104.7	\$2,760.00	48	28	\$1,680.00	M-F	6A-10A	\$60.00	2	14
NEK Magic 104.7			14	\$840.00	M-F	3P-7P	\$60.00	1	14
NEK Magic 104.7			3	\$135.00	SA	10A-3P	\$45.00	1	3
NEK Magic 104.7			3	\$105.00	SU	10A-3P	\$35.00	1	3

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

John Bel Edwards Campaign, LLC

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:

Andrew M. Edwards, II

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*

7/25/19

Date

[Signature]

Signature

*To Be Signed By Station Representative*

Accepted

Accepted in Part

Rejected

[Signature]

Signature

Mandela Taylor

Printed Name

AE

Title

POLITICAL INQUIRY FORM  
(TO BE COMPLETED BY STATION REPRESENTATIVE RESPONDING TO THE INQUIRY)

**INSTRUCTIONS:** This form must be completed as to all requests, both oral and written, for broadcast time to be used by or on behalf of (1) a candidate for public office or (2) persons who wish to communicate a message relating to "any political matter of national importance," as defined in the Bipartisan Campaign Reform Act of 2002. It is to be kept in the Station Public File for a period of two years.

STATION KNBC/KRDO

DATE OF REQUEST: 7/22/19

INQUIRY MADE BY: Geriease Smith Hawkins

AGENCY (if any): Bright Moments, LLC

ADDRESS OF AGENCY: 2249 Oretha Castle Haley Blvd.

CITY, STATE, ZIP OF AGENCY: New Orleans, LA 70113

TELEPHONE NUMBER OF AGENCY: 504-592-1800

CANDIDATE: John Bel Edwards

ORGANIZATION OR SPONSORING AUTHORITY (WHO WILL PAY): John Bel Edwards Campaign, LLC

IF SPONSOR IS A COMMITTEE, NAME OF COMMITTEE:

ADDRESS OF COMMITTEE: 125 East Pine Street

CITY, STATE, ZIP OF COMMITTEE: Ponchatoula, LA 70454

TELEPHONE NUMBER OF COMMITTEE:

COMMITTEE OFFICERS:

Chairman:

Vice Chairman:

Treasurer: Andrew M. Edwards, II

Secretary:

Is this the Candidate's Authorized Committee?  yes  no

OFFICE SOUGHT: Governor

PARTY AFFILIATION: Democrat

federal

state

local

ELECTION AND DATE: October 12, 2019

primary

general

FOR ISSUE ADS ONLY:

- a. Candidate(s) and offices (if any) referred to: \_\_\_\_\_  
\_\_\_\_\_
- b. Federal election(s) (if any) referred to: \_\_\_\_\_
- c. Issue(s) discussed: \_\_\_\_\_
- d. Name, Address, Phone Number of Contact: \_\_\_\_\_  
\_\_\_\_\_

DATES REQUESTED: August

LENGTH OF SPOT/PROGRAM TIME REQUESTED: 1:00

REQUEST MADE:

In writing       Orally  
If request is made in writing, attach and retain.

STATION OFFER: KUEK - KRBB

DISPOSITION OF REQUEST:

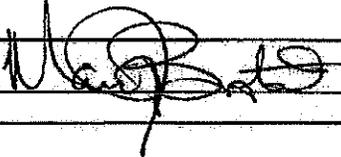
granted       denied  
If not granted, state reasons in space below. If denied in writing, attach and retain. If granted, attach contract and invoice, when available.

REQUEST FOR DOCUMENTATION THAT CANDIDATE IS LEGALLY QUALIFIED:

yes       no  
Attach any written documentation received.

DATE POLITICAL DISCLOSURE FORM SUBMITTED TO REQUESTOR: \_\_\_\_\_

COMMENTS

STATION REP	
REVIEWED	

# CONTRACT



**KNEK-AM/FM**  
 202 Galbert  
 Lafayette, LA 70506  
 (337) 232-1311

<u>Contract / Revision</u> 218340 /		<u>Alt Order #</u>
<u>Advertiser</u> Edwards/D/Governor		<u>Original Date / Revision</u> 07/30/19 / 07/30/19
<u>Contract Dates</u> 08/01/19 - 08/31/19	<u>Estimate #</u>	
<u>Product</u> Governor John Bel Edwards Campaign		
<u>Billing Cycle</u> EOM/EOC	<u>Billing Calendar</u> Broadcast	<u>Cash/Trade</u> Cash
<u>Property</u> KNEK-FM	<u>Account Executive</u> Mandolia Jean-Batiste	<u>Sales Office</u> Local-Lafayette
<u>Special Handling</u>		
<u>Demographic</u> Adults 25-54		
<u>Agency Ref</u>	<u>Advertiser Ref</u>	<u>Product 1/2</u>

And:

**Bright Moments**  
 2249 Oretha Castle Haley Blvd  
 Suite 304  
 New Orleans, LA 70113

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
N 1	KNEKA	08/01/19	08/31/19	M-F	6a-10a		1:00			NM	28	\$1,680.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
		Week: 07/29/19	08/04/19	---TF--				4	\$60.00			
		Week: 08/05/19	08/11/19	M-W-F--				6	\$60.00			
		Week: 08/12/19	08/18/19	M-W-F--				6	\$60.00			
		Week: 08/19/19	08/25/19	M-W-F--				6	\$60.00			
		Week: 08/26/19	09/01/19	M-W-F--				6	\$60.00			
N 2	KNEKA	08/01/19	08/31/19	M-F	3p-7p		1:00			NM	14	\$840.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
		Week: 07/29/19	08/04/19	---TF--				2	\$60.00			
		Week: 08/05/19	08/11/19	M-W-F--				3	\$60.00			
		Week: 08/12/19	08/18/19	M-W-F--				3	\$60.00			
		Week: 08/19/19	08/25/19	M-W-F--				3	\$60.00			
		Week: 08/26/19	09/01/19	M-W-F--				3	\$60.00			
N 3	KNEKA	08/01/19	08/31/19	Sa-Su	10a-3p		1:00			NM	3	\$135.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
		Week: 07/29/19	08/04/19	-----				0	\$45.00			
		Week: 08/05/19	08/11/19	-----S-				1	\$45.00			
		Week: 08/12/19	08/18/19	-----S-				1	\$45.00			
		Week: 08/19/19	08/25/19	-----S-				1	\$45.00			
		Week: 08/26/19	09/01/19	-----				0	\$0.00			
N 4	KNEKA	08/01/19	08/31/19	Sa-Su	10a-3p		1:00			NM	3	\$105.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
		Week: 07/29/19	08/04/19	-----				0	\$35.00			
		Week: 08/05/19	08/11/19	-----S				1	\$35.00			
		Week: 08/12/19	08/18/19	-----S				1	\$35.00			
		Week: 08/19/19	08/25/19	-----S				1	\$35.00			
		Week: 08/26/19	09/01/19	-----				0	\$35.00			
<b>Totals</b>											<b>48</b>	<b>\$2,760.00</b>

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
07/29/19 -08/25/19	39	\$2,220.00	(\$333.00)	\$1,887.00
08/26/19 -08/30/19	9	\$540.00	(\$81.00)	\$459.00
<b>Totals</b>	<b>48</b>	<b>\$2,760.00</b>	<b>(\$414.00)</b>	<b>\$2,346.00</b>

(\* Line Transactions: N = New F = Edited D = Deleted)



**KNEK-AM/FM**  
202 Galbert  
Lafayette, LA 70506  
(337) 232-1311

<u>Contract / Revision</u> 218340 /	<u>Alt Order #</u>
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<u>Advertiser</u> Edwards/D/Governor	<u>Original Date / Revision</u> 07/30/19 / 07/30/19
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<u>Contract Dates</u> 08/01/19 - 08/31/19	<u>Product</u> Governor John Bel Edw	<u>Estimate #</u>
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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## 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, 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