CONTRACT

WNTQ-FM
1064 James Street
Syracuse, NY 13203
(315) 472-0200

93Q.com

And:

Mooney Marketing Group
220 Herald Commons
Suite E
Syracuse, NY 13202

Contract / Revision	Alt Order #
885305 /	

Advertiser	Original Date / Revision
Schiano/R/Judge	11/04/22 / 11/04/22

Contract Dates	Estimate #	
11/07/22 - 11/07/22		

Product
Schiano For Onondaga Country Court

Billing Cycle	Billing Calendar	Cash/Trade
EOM/EOC	Calendar	Cash
Property	**Account Executive**	**Sales Office**
WNTQ-FM	Beth Coughlin	Local-Syracuse

Special Handling

Demographic
Adults 25-54

Agy Code	**Advertiser Code**	**Product 1/2**
RI14710		

Agency Ref	Advertiser Ref

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Type	Spots	Amount
N 1	WNTQ	11/07/22	11/07/22	M-F	6a-10a		:30			NM	10	$600.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	11/07/22	11/13/22	M------	10	$60.00							
N 2	WNTQ	11/07/22	11/07/22	M-F	3p-7p		:30			NM	9	$405.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	11/07/22	11/13/22	M------	9	$45.00							
						Totals					19	$1,005.00

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
11/01/22 -11/07/22	19	$1,005.00	($150.75)	$854.25
Totals	19	$1,005.00	($150.75)	$854.25

Signature: _____ **Date:** _____

885305 - Schiano/R/Judge - WNTQ

(* Line Transactions: N = New, E = Edited, D = Deleted)

Effective October 1, 2020, except where prohibited by law, we will impose a 1.5% administrative fee on all credit card payments. We do not apply an administrative fee to cash payments, including Cash in Advance payments. In addition, we do not apply an administrative fee to credit card payments processed prior to the advertising start date.

powered by WideOrbit

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.

(e) Effective October 1, 2020, except where prohibited by law, we will impose a 1.5% administrative fee on all credit card payments. We do not apply an administrative fee to cash payments, including Cash in Advance payments. In addition, we do not apply an administrative fee to credit card payments processed prior to the advertising start date.

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

CANDIDATE ADVERTISEMENT AGREEMENT FORM

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

I, BRIAN DEJOSEPH, hereby request station time as follows:

IDENTIFY CANDIDATE TYPE ➡

- ☐ **FEDERAL CANDIDATE**
- ☑ **STATE OR LOCAL CANDIDATE**

ALL QUESTIONS/BLOCKS MUST BE COMPLETED

Candidate name: JEFF SCHIANO

Authorized committee: JUDGE SCHIANO FOR JUSTICE

Agency requesting time (and contact information):

☐ N/A MMG

Candidate's political party: REP.

Office sought (no acronyms or abbreviations): ONONDAGA COUNTY COURT

Date of election: 11.8.22 ☑ General ☐ Primary

Treasurer of candidate's authorized committee: TONY GERMANO

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: BDJ	Signature: Beth Coughlin
Name: B DEJOSEPH	Name: Beth Coughlin
Date of Request to Purchase Ad Time: 11.3.22	Date of Station Agreement to Sell Time: 11/4/2022

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:

Name:

Date:

TO BE COMPLETED BY STATION ONLY

Ad submitted to Station? [✓] Yes [ ] No Date ad received: 11/4/2022

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 [X] 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 #: 885305	Station Call Letters: WNTQ	Date Received/Requested: 11/4/2022
Est. #:	Station Location: Syracuse	Run Start and End Dates: 11/7, 11/8/2022

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.

ADVERTISER: Schiano For Onondaga Country Court
CAMPAIGN: 11/4-11/8 RADIO
FLIGHT DATES: 11/04/22 - 11/08/22
MARKET: Syracuse
DEMO: P 25-54

ORDER
REV: 0
ORDER #: WNTQ202211031952607
VENDOR: WNTQ-FM
ATTN: Beth Coughlin
beth.coughlin@cumulus.com

Radio - Syracuse

Line Number	Time Period Days	Len	Gross Rate	Net Rate	Daypart	Comments	Fr 11/04	Sa 11/05	Su 11/06	Mo 11/07	Tu 11/08	Tot Spots	Gross Cost	
1	6:00A to 10:00A M T W R F	:30	$60.00	$51.00	AM		0	0	0	10	0	10	$600.00	$
2	3:00P to 7:00P M T W R F	:30	$45.00	$38.25	PM		0	0	0	9	0	9	$405.00	$
							0	0	0	19	0	19	$1,005.00	$

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FLIGHT DATES:11/04/22 - 11/08/22
MARKET: Syracuse
DEMO: P 25-54

ORDER
REV: 0
ORDER #: WNTQ202211031952607
VENDOR: WNTQ-FM
ATTN: Beth Coughlin
beth.coughlin@cumulus.com

Weekly Totals

Week	Gross Cost	Net Cost	Spots
11/04	$0.00	$0.00	0
11/05	$0.00	$0.00	0
11/06	$0.00	$0.00	0
11/07	$1,005.00	$854.25	19
11/08	$0.00	$0.00	0
Total	$1,005.00	$854.25	19

ADVERTISER: Schiano For Onondaga Country Court
CAMPAIGN: 11/4-11/8 RADIO
FLIGHT DATES:11/04/22 - 11/08/22
MARKET: Syracuse
DEMO: P 25-54

ORDER
REV: 0
ORDER #: WNTQ202211031952607
VENDOR: WNTQ-FM
ATTN: Beth Coughlin
beth.coughlin@cumulus.com

MMG
MOONEY MARKETING GROUP

Monthly Totals

Month	Gross Cost	Net Cost	Spots
November, 2022	$1,005.00	$854.25	19
Total	$1,005.00	$854.25	19

Campaign Comments:

Vendor Comments:

Vendor Approval: Beth Coughlin 11/03/22 3:53 PM

Legal Disclaimer:

Traffic instructions

CLIENT INFORMATION SHEET

CUMULUS MEDIA

Market	Syracuse	Account Executive	Beth Coughlin

CLIENT INFORMATION			
Legal Name	JUDGE SCHLANO FOR JUSTICE		
Trade Name			
Client Type	POLITICAL		
Address	PO BOX 2071 LIVERPOOL, NY 13089		
City, State & Zip Code			
Email & Phone #	RPFRANTZIS@GMAIL.COM		
Website			
Federal Tax ID or SSN	X	State of Incorporation	X
Years in Business	X	Number of Employees	X

Name of Company Principal(s) responsible for business transactions

Name	Title	Address, City, State & Zip	Phone #
MMG B. DEJOSEPH	THE MAN	220 HERALD PL SYRACUSE, NY 13207	

Invoices will be sent electronically, unless an alternate option is confirmed	
Email address invoice should be sent to	connie@mooneymarketing~~.com~~ Group.com

CREDIT REFERENCES	*Identify four (4) entities previously extending credit (list media references first)*			
Name/Contact	City, State & Zip	Phone #	Fax #	Email
N/A	CIA			

BANK REFERENCE				
Bank Name	Bank Contact	Account #	Branch	Phone #
X	X	X	X	X

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it will be used by Cumulus from time to time to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the provided references listed in this credit application, including any financial institutions, to release necessary information to Cumulus in order to verify the information contained herein.

Guarantee: The undersigned, in consideration of the Applicant herein receiving credit, does hereby unconditionally, jointly and severally, guarantee payment of any and all bills or obligations incurred by Applicant.

I have reviewed Cumulus' Standard Terms and Conditions, attached hereto, as may be modified by Cumulus from time to time. I hereby acknowledge and agree that such Standard Terms and Conditions shall apply to all my advertising purchase orders with Cumulus.

Advertiser Representative Name, Title, Signature & Date		
BRIAN DEJOSEPH	BD	11.3.22

STANDARD TERMS AND CONDITIONS

1. PARTIES
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(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.
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3. PAYMENT AND BILLING
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(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.
(e) Effective October 1, 2020, except where prohibited by law, we will impose a 1.5% administrative fee on all credit card payments. We do not apply an administrative fee to cash payments, including Cash in Advance payments. In addition, we do not apply an administrative fee to credit card payments processed prior to the advertising start date.

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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.

COMMERCIAL MATERIALS; INDEMNIFICATION
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(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.

8. 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.

9. 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.