

## Political Public File Checklist

Station:

WIMA-WIMT

What Candidate or Issue:

Lawrence Huffman for Judge

Election:

Primary 2018

Needed Paperwork - must be placed in file as soon as possible.

- Inquiry Form - an inquiry form must be fully filled out for each request for political broadcast time
- Agreement form - must be fully filled out for each contract
- BCRA certification for federal candidates
- Order
- Invoice - place in file as soon as it's available. Since this is not always available in a timely fashion, a statement should be placed in the file directing the viewer to the sales dept. where airtime information may be obtained.

### Note:

The Political Disclosure Statement is not a public file requirement, but the FCC recommends that it be placed in the file, so place your Political Disclosure Statement in your public file. Also, provide the disclosure to every requestor of political broadcast time.

# Political Inquiry Form

**STATION 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. Please delete these instructions before printing.

STATION :

**WTMA**

Date of Request

4/2/18

INQUIRY MADE BY: Ed Kirk

ADDRESS OF AGENCY: 711 Dean Ave.

CITY, STATE, ZIP OF AGENCY: Lima, OH 45804

TELEPHONE NUMBER OF AGENCY: 419-222-2001

CANDIDATE: Lawrence Huffman

ORGANIZATION OR SPONSORING AUTHORITY (WHO WILL PAY):

Lawrence Huffman for Judge

IF SPONSOR IS A COMMITTEE. NAME OF COMMITTEE:

Lawrence Huffman for Judge

ADDRESS OF COMMITTEE:

CITY, STATE, ZIP OF COMMITTEE:

COMMITTEE OFFICERS:

Chairman:

Valaire orchard/Brad Kelley

Vice Chairman: N/A

Treasurer: Robert Sielschoff

Secretary: N/A

Is this the Candidate's Authorized Committee?

Y

N

OFFICE SOUGHT: Common Pleas Court Judge

PARTY AFFILIATION: Republican

# Political Inquiry Form



Federal

State



Local

ELECTION AND DATE:

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: April 23-May 8

LENGTH OF SPOT/PROGRAM TIME REQUESTED: 30

REQUEST MADE:

in writing

orally

If request is made in writing, attach and retain.

STATION OFFER:

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:

Y

N

Attach any written documentation received.

DATE POLITICAL DISCLOSURE FORM SUBMITTED TO REQUESTOR:

COMMENTS

STATION REP :

REVIEWED



## 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> <i>WIMA Lima, OH</i>	<b>Date:</b> <i>4/18/18</i>
--	--------------------------------

I, Lawrence Huffman,

being/on behalf of: \_\_\_\_\_, a legally

qualified candidate of the Republican political

party for the office of: Common Pleas Court Judge of Allen County

in the Primary

election to be held on: May 8, 2018

do hereby request station time as follows:

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
:30	6a-10a	M-F		34 TOTAL	
	10a-3p	M-F		24 TOTAL	
	3p-7p	M-F		24 TOTAL	
	6-10a	Sat-Sun		10 TOTAL	
	10a-3p	Sat-Sun		10 TOTAL	
	3p-7p	Sat-Sun		10 TOTAL	

**Total Charges:** *\$1,200*

For programming that, in whole or in part, "communicates a message relating to any political matter of national importance," list the matters below:

[Empty box for listing matters of national importance]

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

Lawrence Huffman for Judge

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:

Robert Sielschott

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**

4/19/18  
Date

Lawrence R. Huffman  
Signature

**To Be Signed By Station Representative**

Accepted

Accepted in Part

Rejected

Todd Walker  
Signature

Todd Walker  
Printed Name

Asst Executive  
Title

# Political Inquiry Form

**STATION 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. Please delete these instructions before printing.

STATION : **WJMT**

Date of Request **4/2/18**

INQUIRY MADE BY: **Ed Kirk**

ADDRESS OF AGENCY: **711 Dean Ave.**

CITY, STATE, ZIP OF AGENCY: **Lima, OH 45804**

TELEPHONE NUMBER OF AGENCY: **419-222-2001**

CANDIDATE: **Lawrence Huffman**

ORGANIZATION OR SPONSORING AUTHORITY (WHO WILL PAY):  
**Lawrence Huffman for Judge**

IF SPONSOR IS A COMMITTEE, NAME OF COMMITTEE:  
**Lawrence Huffman for Judge**

ADDRESS OF COMMITTEE: **same**

CITY, STATE, ZIP OF COMMITTEE:

COMMITTEE OFFICERS: **Va'laire Orchard / Brad Kelley**

Chairman:

Vice Chairman: **N/A**

Treasurer: **Robert Sielschott**

Secretary: **N/A**

Is this the Candidate's Authorized Committee?

**(Y)**

N

OFFICE SOUGHT: **Common Pleas Court Judge**

PARTY AFFILIATION: **Republican**

# Political Inquiry Form



Federal

State

Local

ELECTION AND DATE:

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: April 23 - May 8

LENGTH OF SPOT/PROGRAM TIME REQUESTED: 30

REQUEST MADE:

in writing

orally

If request is made in writing, attach and retain.

STATION OFFER:

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:

Y

N

Attach any written documentation received.

DATE POLITICAL DISCLOSURE FORM SUBMITTED TO REQUESTOR:

COMMENTS

STATION REP :

REVIEWED



## 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> <i>WIMT Lima, OH</i>	<b>Date:</b> <i>4/18/18</i>
--	--------------------------------

I, Lawrence Huffman,  
 being/on behalf of: \_\_\_\_\_, a legally  
 qualified candidate of the Republican political  
 party for the office of: Common Pleas Court Judge of Allen County  
 in the Primary  
 election to be held on: May 8, 2018  
 do hereby request station time as follows:

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
:30	6a-10a 10a-3p 3p-7p  6a-10a 10a-3p 3p-7p	M-F		18 TOTAL 16 TOTAL 12 TOTAL  8 TOTAL 8 TOTAL 8 TOTAL	

**Total Charges:**     \$ *2,232*



For programming that, in whole or in part, "communicates a message relating to any political matter of national importance," list the matters below:

[Empty box for listing matters of national importance]

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

Lawrence Huffman for Judge

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:

Robert Sielschott

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**

4/19/18  
Date

[Signature]  
Signature

**To Be Signed By Station Representative**

Accepted

Accepted in Part

Rejected

[Signature]  
Signature

Todd Walker  
Printed Name

Acc 4 Exec  
Title

## Certification

Pursuant to Section 305 of the Bipartisan Campaign Reform Act of 2002, I hereby certify as follows:

The announcements to be aired pursuant to this purchase of air time will not make direct reference to another candidate for the same office, unless such reference meets the requirements of Section 305(a) of the Act. Specifically,

(i) If this purchase is for radio time and there is a direct reference to an opposing candidate, the material to be broadcast will include a personal audio statement by the purchasing candidate that identifies him or her and the office he or she is seeking, and indicates that he or she has approved the broadcast.

(ii) If this purchase is for television time and there is a direct reference to an opposing candidate, the material to be broadcast will include a clearly identifiable photo or other image of the purchasing candidate and a clearly readable printed statement, identifying the candidate and stating that he or she has approved the broadcast and that his or her authorized committee paid for the broadcast. The photo and the printed statement will appear simultaneously at the end of the broadcast for a period of no less than 4 seconds.

I understand that the station is relying upon this certification in order to comply with my request for air time at the station's "lowest unit charge."

[Redacted Signature Line]

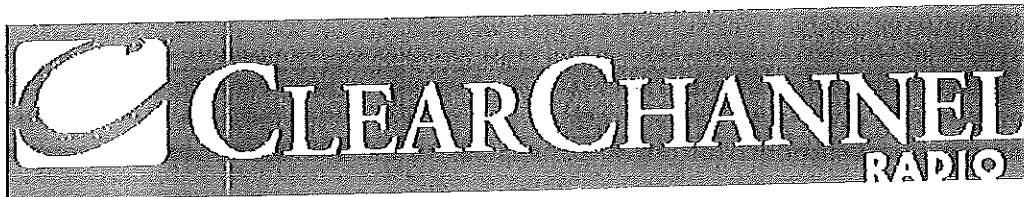
Signature

*James R. Hoffman*

Date

4/18/18

Title





**Order Confirmation**

Advertiser No: 662639      Order No: 1124973089  
 Start Date: 04/30/2018      Co-op: No  
 End Date: 05/08/2018      Package: No  
 Month Type: Calendar      Agency Comm: 0%  
 Revision #: 0  
 CPE:  
 AE: WALKER, TODD  
 Entered: 4/26/2018 12:13 PM by Fusion  
 Last Update: 4/26/2018 12:13 PM by Fusion  
 Note: Huffman for Judge 2018 Add On  
 Note 2:  
 Spl Req Inv:

LAWRENCE HUFFMAN FOR JUDGE  
  
 711 Dean Ave  
 Lima, OH 45804

Market Station	Bind To	Start Date	End Date	No Of Weeks	Rate Rev. Type	Skip W. M T W T F S S	Spots/ W.	Spot Length	Ord Spots	Ord Cost
1 Lima WIMA-AM	12:00-18:00 Commercial	04/30/18	05/04/18	1	10.00 Local Direct-Political	0 4 4 4 4 4 0 0	20	30	20	200.00
2 Lima WIMA-AM	12:00-18:00 Commercial	05/07/18	05/08/18	1	10.00 Local Direct-Political	0 4 4 0 0 0 0 0	8	30	8	80.00

No. of Spots/Misc/Digital: 28/0/0

Ordered Gross: \$280.00  
 Agency Commission: \$0.00  
 Ordered Net: \$280.00  
**Total Net Due: \$280.00**

	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
<b>Amt. Ord.:</b>	4	24	0	0	0	0	0	0	0	0	0	0	0
<b>Gross:</b>	40.00	240.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Net:</b>	40.00	240.00	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**

LAWRENCE HUFFMAN FOR JUDGE      100%

**ORDER TERMS AND CONDITIONS**

The Term "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 Station 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 net 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 attorney'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 Station 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 Station 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) Unless 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 5(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.

**7. GENERAL**

- (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.**