

Political Public File Checklist

Station: WJMA & WJMT

What Candidate or Issue: Terri Kohlhaas for Common Pleas Court Judge

Election: May 8 2018 Primary

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 Republican 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 : 

Date of Request

3/28/18

WFMH & WIMT

INQUIRY MADE BY: Anne Decker

ADDRESS OF AGENCY: 5518 Shawnee Road

CITY, STATE, ZIP OF AGENCY: Lima, OH 45806

TELEPHONE NUMBER OF AGENCY: 419-234-8176

CANDIDATE: Terri Kohlrieser

ORGANIZATION OR SPONSORING AUTHORITY (WHO WILL PAY):

Anne Decker Marketing

IF SPONSOR IS A COMMITTEE, NAME OF COMMITTEE:

ADDRESS OF COMMITTEE:

CITY, STATE, ZIP OF COMMITTEE:

COMMITTEE OFFICERS:

Chairman:

Vice Chairman:

Treasurer:

Secretary:

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

5/8/18

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: 4/9 - 5/7/18

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

Station and Location: Date: 3/25/18
WIMA & WIMT, Lima, OH

I, Anne Decker
 being/on behalf of: Tech KohlHest, a legally
 qualified candidate of the Republican political
 party for the office of: Common Pleas Court Judge
 in the primary
 election to be held on: 5/8/18

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-6p | 4/9-5/7/18 | | | |

Total Charges:

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

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

Anne Decker Marketing

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:

Jared T. Walsh

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

3/25/18
Date

[Signature]
Signature

To Be Signed By Station Representative

Accepted

Accepted in Part

Rejected

Signature

Printed Name

Title

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 |
|------------------|----------------------------------|------|-------|----------------|-----------------|
| | | | | | |

Total Charges:

AFTER AIRING OF BROADCASTS:

Attach invoices of 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, 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.

CANDIDATE CERTIFICATION

In Order For Federal Candidates to Receive The Lowest Unit Charge During a Political Window, the Following Certification is Required:

I, _____ (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

printed name

date

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."



Signature

Amundachm

Title

Advertising Agent

Date

3/28/18



POLITICAL

Political Disclosure Form

I. Introduction

Thank you for your interest in purchasing political advertising. It is our desire to furnish you complete information concerning the various advertising rates, policies, plans and packages, and to assist you in making an informed decision concerning the purchase of advertising.

The purpose of this Disclosure Statement is to make those parties who purchase political advertising time fully aware of the application of "lowest unit charge" provisions of Section 315(b) of the Communications Act. The lowest unit charge provisions only apply during the 45 days preceding a primary election and only during the 60 days preceding a general election (the "Pre-Election Periods") and only to legally qualified candidates for public office or their authorized campaign organizations to promote their candidacy; they are not applicable to political action committees or to non-candidate issue advertising. At times other than the prescribed Pre-Election Periods, the rates charged candidates shall not exceed the charges made for comparable uses of the station by commercial advertisers.

II. Political Broadcast Rates in Pre-Election Periods

During the Pre-Election Periods, all spots sold for uses by legally qualified candidates for public office will be sold at the lowest rates charged to any other advertiser for spots for the same rotation, length, time period and class of spot, or program, as the case may be. Projected rates quoted by the station's Political Account Executives to candidates and their representatives reflect the value of any and all discounts that may be offered to commercial advertisers. If it is subsequently determined that another advertiser's spot cleared at a lower rate than a candidate for the same rotation, length, time period and class of spot, or program, however, a rebate or credit in the amount of the difference will be offered to the candidate as soon as practically possible after this is discovered. Candidates purchasing spots without a media buyer or agency are entitled to the lowest unit rate "net" of the advertising agency commission.

The station offers the following non-preemptible and preemptible classes:

***Non-Preemptible:** These spots are guaranteed to clear and air at the scheduled time or during a set time period, and will not be preempted except in the event of unforeseen program changes or technical difficulties. Non-Preemptible spots constitute the station's highest class of time.

***Preemptible With Notice:** These spots may be moved or preempted entirely after notice is provided to the advertiser, before airing. Spots may not air unless the advertiser is willing to pay a higher rate, determined based on sellout. The likelihood of preemption depends on station sellout during the time requested to air and the rate paid for the spot(s).

***Preemptible:** These spots are always immediately preemptible at any time prior to airing with no guarantee that the station will attempt to notify the advertiser of the preemption. Preemptible spots may be preempted at any time to accommodate the airing of any spots purchased in a higher class. The estimated likelihood of preemption changes weekly based upon demands on inventory and can vary greatly with daypart. Please contact your station account executive for estimates of the likelihood of preemption for length of time for the desired daypart availabilities at the time of request. Likelihood of preemption can vary greatly depending on demand from program to program.

POLITICAL

Please consult our Political Account Executives, who can advise as to the likelihood of preemptions during any given program or time period.

The rates in the classes on the Station's rate card may change weekly as determined by market conditions and inventory in accordance with normal business practices. Reasonable attempts are made to offer comparable make good spots (i.e., similar audience delivery, but not necessarily in the same time period, program, length or week) in the event of preemption. However, the station does not guarantee to run time-sensitive make goods for preempted spots to any advertiser, political or commercial.

The station sells announcement availabilities for all programs and time periods except news programs to legally qualified candidates for federal public office. Upon request, the Station will provide information about and rates for non-standard programs, dayparts, and/or rotations that may be available. Access by state and local candidates may be more restricted.

*ROTATIONS

*The station also sells broad rotations across programs and/or dayparts. Although an attempt is made to disperse the spots ordered randomly throughout the rotation, the station retains discretion as to when during the rotation a spot will be broadcast. Examples of the most common rotations currently being offered are included in the attached rate card.

*PACKAGES

*On occasion, the station negotiates packages of spots in various dayparts. These packages are all individually negotiated, based upon mutually agreed-upon estimates and rates. Political advertisers receive the benefit of such negotiated rates on a per-spot basis.

AUDIENCE DELIVERY

*On occasion, the station offers advertisers pricing based on an agreed-upon percentage of projected audience delivery. Should the station fail to meet the agreed-upon rating point percentage, make good spots for audience deficiency are afforded based on available inventory, but not on a time-sensitive basis. Please be advised that the audience measurement data upon which such determinations are made may not be available until after the election.

III. Political Broadcast Rates Outside Pre-Election Periods

The portion of the year outside the Pre-Election Periods is the "comparable rate period". During the comparable rate period, the station will present rate quotations to candidate advertisers in the same manner as to commercial advertisers. Most commercial advertising sold by the station is sold on a negotiated basis, with the exact rate varying according to factors such as (1) the number of spots in a particular order and the total volume of advertising ordered by a particular advertiser, (2) the degree of flexibility our station is afforded in moving an advertiser's spots in heavy demand periods, (3) the percentage of an advertiser's budget for the market allocated to our station and (4) the projected demand for spots by all advertisers, the class of time purchased, and our station's available spot inventory at the time of the projected demand.

The rates charged to candidate advertisers during the comparable rate period may not be the lowest rates charged for similar spots, but will be rates comparable to those charged other advertisers buying time under comparable circumstances. Discount privileges, if any, are available on comparable terms.



POLITICAL

During the comparable rate period, the station will attempt to provide make-goods for any preempted spots at times acceptable to the advertiser involved. To the extent inventory constraints prevent us from offering make-goods acceptable to an advertiser, the station will provide refunds or credits with respect to any advance payments made for preempted spots.

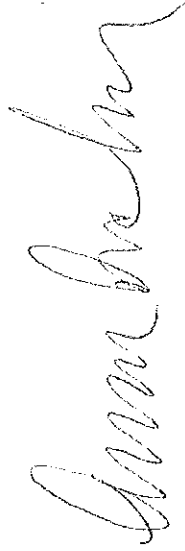
IV. General Policies

1. The rate policies set forth above apply to political advertisements that are "uses", as defined by the rules and policies of the Federal Communications Commission. In general, a spot will be considered a "use" only if it is purchased by or on behalf of a candidate or the candidate's authorized campaign committee and if the spot includes some identifiable voice appearance by the candidate.
2. For screening purposes, all advertisers are encouraged to submit new copy and copy changes to the station at least 72 hours prior to scheduled broadcast. The Station will not censor the content of a use but will review all political advertisements to determine whether they are "uses", whether they carry proper sponsorship identification and whether they conform to the agreed upon length and ensure the spot is of broadcast quality and meets other technical and scheduling requirements.
3. All candidate spots must contain appropriate sponsorship identification, which means that the spot must include a statement that it is "paid for by..." or "sponsored by..." or "furnished by..." a candidate or the candidate's campaign committee — as required by the rules and policies of the Federal Communications Commission. If the commercial does not contain a conforming sponsor ID, the sponsor will be asked to add it, time permitting. If the sponsor is unwilling or unable to do so, or time does not permit, the station is required by law to add appropriate ID. In this instance, the station may charge the production costs to the sponsor at the rate fee of \$100 per hour / minimum of \$100.
4. All paperwork must be completed and returned to the station before any political schedule may commence. The following forms must accompany all requests for broadcast advertising: (i) a signed Acknowledgement of Political Broadcast Rate Disclosure Statement, (ii) the standard N.A.B. form or the station's form 4701 (Agreement for Political Broadcasts) completed and signed, and (iii) a station contract for the order. Further, to qualify for the lowest unit rate during Pre-Election Periods, federal candidates must certify in writing at the time of purchase that the spots will not directly refer to an opposing candidate or that, if they do, the spots will contain a specific disclaimer required by the Campaign Reform Act. This latter request applies only to federal candidates; state and local candidates are not required to certify in order to obtain the lowest unit rate.
5. Reasonable access to advertising on the station will be provided to all legally qualified federal candidates. The station reserves the right to limit the amount of advertising that will be sold to federal candidates on a week-by-week basis, subject to negotiation, based on the needs of the candidate, the number of candidates in the race, the amount of advance notice and time before election, potential program disruption, the amount of time already sold to a particular candidate, on the total demand for advertising time by other candidates and by commercial advertisers, and on station inventory.

POLITICAL

6. The station may further limit its sales of advertising to state and local candidates, and may not sell advertising for some state or local election races. Please inquire as to any limitations that may apply to elections for each state and local office. These limitations may vary from time to time and can vary from station to station.
7. The station does not sell sponsorships to political advertisers. A limited number of spots within sports and special programming may be available. Please inquire as to availability and costs.
8. The station may not accept political advertising to run on Election Day, except as required by law to meet equal opportunities or reasonable access obligations. Please inquire as to availability and costs.
9. Prices quoted in the attached rate card are for 30-second and 60-second spots. The station Political Account Executives may have rates available to quote for spots of other lengths/other daypart combinations/other classes upon request.
10. Political advertisements generally must be paid for in advance of broadcast, normally no later than 7 business days before the start date, or else the order is subject to cancellation. The Seller reserves the right, consistent with federal law, to take a candidate's payment and cancellation history into account in deciding whether to accept new orders for the candidate.
11. In accordance with paragraphs 49 and 50 of the 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.

We are providing you with two copies of this Political Broadcast Rate Disclosure Statement. Please sign one copy below and return it to Matt Bell
or fax a signed copy to 419.229.3888





Order Confirmation

Advertiser No: 643146 Order No: 1124965504
 Start Date: 04/09/2018 Co-op: No
 End Date: 05/07/2018 Package: No
 Month Type: Broadcast Agency Comm: 15%
 Revision #: 0
 CPE:
 AE: Hyatt, Jim
 Entered: 4/04/2018 10:46 AM by Fusion
 Last Update: 4/04/2018 10:46 AM by Fusion
 Note:
 Note 2:
 Spl Req Inv:

Terri Kohlrieser
 ANNE DECKER MARKETING - LIMA
 5518 Shawnee Rd
 Lima, OH 45806

| 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. Length | Spot Length | Ord Spots | Ord Cost |
|-----------------|------------------------|------------|----------|-------------|------------------------------------|-----------------------|------------------|-------------|-----------|----------|
| 1 Lima WIMA-AM | 06:00-09:00 Commercial | 04/09/18 | 04/13/18 | 1 | 15.00 Local Agency-Political | 0 X X X X X | 5 30 | 5 | 5 | 75.00 |
| 2 Lima WIMA-AM | 09:00-12:00 Commercial | 04/09/18 | 04/13/18 | 1 | 10.00 Local Agency-Political | 0 X X X X X | 5 30 | 5 | 5 | 50.00 |
| 3 Lima WIMA-AM | 12:00-15:00 Commercial | 04/09/18 | 04/13/18 | 1 | 10.00 Local Agency-Political | 0 X X X X X | 5 30 | 5 | 5 | 50.00 |
| 4 Lima WIMA-AM | 15:00-18:00 Commercial | 04/09/18 | 04/13/18 | 1 | 13.00 Local Agency-Political | 0 X X X X X | 5 30 | 5 | 5 | 65.00 |
| 5 Lima WIMA-AM | 06:00-18:00 Commercial | 04/30/18 | 05/04/18 | 1 | 12.00 Local Agency-Political | 0 X X X X X | 20 30 | 20 | 20 | 240.00 |
| 6 Lima WIMA-AM | 06:00-18:00 Commercial | 05/07/18 | 05/07/18 | 1 | 12.00 Local Agency-Political | 0 X | 13 30 | 13 | 13 | 156.00 |
| 7 Lima WIMT-FM | 06:00-18:00 Commercial | 04/30/18 | 05/04/18 | 1 | 45.00 Local Agency-Political | 0 X X X X X | 20 30 | 20 | 20 | 900.00 |
| 8 Lima WIMT-FM | 06:00-18:00 Commercial | 05/07/18 | 05/07/18 | 1 | 45.00 Local Agency-Political | 0 X | 13 30 | 13 | 13 | 585.00 |
| 9 Lima WIMA-AM | 06:00-18:00 Commercial | 04/26/18 | 04/27/18 | 1 | 12.00 Local Agency-Political | 0 X X | 5 30 | 5 | 5 | 60.00 |
| 10 Lima WIMT-FM | 06:00-18:00 Commercial | 04/26/18 | 04/27/18 | 1 | 45.00 Local Agency-Political | 0 X X | 5 30 | 5 | 5 | 225.00 |
| 11 Lima IIMA-AM | 06:00-18:00 Commercial | 04/09/18 | 04/13/18 | 1 | 1.00 Local Agency Political Stream | 0 X X X X X | 20 30 | 20 | 20 | 20.00 |
| 12 Lima IIMA-AM | 06:00-18:00 Commercial | 04/30/18 | 05/04/18 | 1 | 1.00 Local Agency Political Stream | 0 X X X X X | 20 30 | 20 | 20 | 20.00 |
| 13 Lima IIMA-AM | 06:00-18:00 Commercial | 05/07/18 | 05/07/18 | 1 | 1.00 Local Agency Political Stream | 0 X | 12 30 | 12 | 12 | 12.00 |
| 14 Lima IIMT-FM | 06:00-18:00 Commercial | 04/30/18 | 05/04/18 | 1 | 1.00 Local Agency Political Stream | 0 X X X X X | 30 30 | 30 | 30 | 30.00 |



Order Confirmation

Page 2 of 3
Printed: 4/04/2018 3:00 PM
Order No: 1124965504

| Market Station | Bind To | Start Date | End Date | No Of Weeks | Rate | Skip | W | M | T | W | T | F | S | S | Spots/ W. | Spot Length | Ord Spots | Ord Cost |
|--------------------|---------------------------|------------|----------------------------------|-------------|------|------|---|---|---|---|---|---|---|---|-----------|-------------|-----------|----------|
| 15 Lima IIMT-FM | 06:00-18:00 Commercial | 05/07/18 | 05/07/18 | 1 | 1.00 | 0 | x | | | | | | | | 12 | 30 | 12 | 12.00 |
| | | | Local Agency Political Stream | | | | | | | | | | | | | | | |

No. of Spots/Misc/Digital: 190/0/0

Ordered Gross: \$2,500.00
Agency Commission: \$375.00
Ordered Net: \$2,125.00
Total Net Due: \$2,125.00

| | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr |
|------------|--------|----------|------|------|------|------|------|------|------|------|------|------|------|
| Amt. Ord.: | 50 | 140 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Gross: | 545.00 | 1,955.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Net: | 463.25 | 1,661.75 | 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
Terri Kohrieser

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 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 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.**