

RECORD OF REQUEST FOR BROADCAST TIME BY OR ON BEHALF OF
CANDIDATE FOR PUBLIC OFFICE

INSTRUCTIONS: This form must be completed for all requests, both oral and written, for broadcast time to be used by or on behalf of a candidate for public office. This record will be kept in a public file, together with an appropriate notation showing the disposition made by the licensee of such requests, and the charges made, if the request is granted. Such records shall be retained for a period of two (2) years. (FCC Rules 3.119, 3.290, 3.657)

Name of Candidate: BYRON GIPSON Date: 10/23/18

Office for which candidate is running: 5TH CIRCUIT SOLICITOR

Political affiliation of candidate: DEMOCRATIC

Request made by candidate: Yes ☒ No ☐ (If yes) Address: 1615 BARNWELL ST
Phone: 803-665-8738

Request made on behalf of candidate by: (Agency or Committee)

Agency Name / Contact: TAILORMADE PRODUCTIONS

Committee Name / Contact: BYRON GIPSON

Is this the candidates OFFICIAL COMMITTEE? Yes ☒ No ☐ **

Address: 1615 BARNELL ST. COLUMBIA, SC 29202

Phone: _____

Chairman: ATTY. JOHN ALPIN


Treasurer: _____

Is the above committee an (☒ individual? () a corporation? () an association? Or
() other un-incorporated group?

Request made: Orally ☒, In writing _____ (If so, attach)

Request Granted _____ or Not Granted _____ (If not granted state

reason on reverse side. If denied in writing, attach and retain).


Signature of Person Receiving
Request on Behalf of Cumulus Columbia

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:

WLXC

Date:

10/23/18

I, TRE' TAILOR,being/on behalf of: BYRON GIPSON, a legallyqualified candidate of the DEMOCRATIC politicalparty for the office of: 5TH CIRCUIT SOLICITORin the PRIMARYelection to be held on: 11/6/18

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 order				

Total Charges: \$ 4062.15

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:

GIPSON FOR SOLICITOR

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:

Atty. John Alpin

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).

To Be Signed By Candidate or Authorized Committee

10/23/18

T Tailor

Date

Signature

To Be Signed By Station Representative

☐ Accepted

☐ Accepted in Part

☐ Rejected

Signature

Printed Name

Title

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:

GIPSON FOR SOLICITOR

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:

Atty. John Alpin

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).

To Be Signed By Candidate or Authorized Committee

10/23/18

T Tailor

Date

Signature

To Be Signed By Station Representative



Accepted



Accepted in Part



Rejected

[Signature]
Signature

Barry W. Shuman
Printed Name

Dir. of Sales
Title

Mainstream Radio: (B106 - The Game)

---Byron Gipson - 10-/24-10/30

---Leon Lott - 10/31-11/6

Please send me the revised amount with the spots starting Wed. ALSO, please let me know if John Meadors (the opponent is running on any of your stations) Thank you !

On Tue, Oct 23, 2018 at 6:52 AM Tre Tailor <thetretailor@gmail.com> wrote:

On Tue, Oct 23, 2018 at 6:51 AM Tre Tailor <thetretailor@gmail.com> wrote:

Mary, The Schedule is Approved. The forms are attached. Please let me know the revised amount so we can get started Wed. Thank you Mary!

On Mon, Oct 22, 2018 at 12:00 PM Mary O'Donnell <Mary.ODonnell@cumulus.com> wrote:

Good Morning Tre'!

Your schedules are attached and in the body of this email. I'm waiting on your spots, NAB forms and the Credit card authorization form in order to get your order started. If the schedules below look OK reply to this email with "I Approve."

Thanks Tre'!



From: Tre Tailor [mailto:thetretailor@gmail.com]
Sent: Tuesday, October 23, 2018 6:57 AM
To: Mary O'Donnell <Mary.ODonnell@cumulus.com>
Subject: Spot, Instructions and Question

Good Morning Mary, the Byron Gipson spot is attached. I will send the other one before the air date. The spots will run as follows:

Urban Radio: (Kiss)
---Byron Gipson - 10/24-10/31

---IS Leevy - 11/1-11/6

Cumulus-Columbia, SC

WNKT-FM

Sales Order

Advertiser Byron Gipson for Solicitor
 Agency Tailor Made Productions
 Bill To Tailor Made Productions
 1317 Heidt Street
 Columbia, SC 29204
 Account
 Executive Mary O'Donnell
 Contract #
 Estimate #
 Description 2018 November Elections
 Stratus # 42587
 Special Instructions
 Contact 803-665-8738

New / Revision New
 Start Date 10/24/18
 End Date 11/06/18
 Month Type Calendar
 Billing Cycle End of Flight
 Agency Comm. 15
 Co-op No
 Co-op Product
 Notarized N
 # of Invoices 1
 Make Goods Ask AE
 Income Type Political: Agency Candidate "Use" - 42100
 Local Income Type Local Agency
 Competitive Code Political Advt#3575 Agcy#2956
 Order Entered 10/19/18

Schedule

#	Sponsor Log Name Revenue Types	Length Rate Line#	Start Date End Date	Start time End time	Auto Weekly	#/ Wk	M	T	W	T	F	S	S	Total
1	Byron Gipson for Solicitor	30	10/24/18	6:00AM										630.00
	Political: Agency Candidate "Use" - 42100 / Local Agency	35.00	11/05/18	7:00PM	N		2	2	2	2	2			18 Spots
		993633	All Weeks											REVISED
2	Byron Gipson for Solicitor	30	10/25/18	7:00PM										60.00
	Political: Agency Candidate "Use" - 42100 / Local Agency	10.00	11/01/18	11:59PM	N				2	2				6 Spots
		993634	All Weeks											REVISED
3	Byron Gipson for Solicitor	30	10/27/18	6:00AM										480.00
	Political: Agency Candidate "Use" - 42100 / Local Agency	20.00	11/03/18	7:00PM	N							12		24 Spots
		993635	All Weeks											REVISED

4	Byron Gipson for Solicitor	30	10/28/18	6:00AM								480.00
		20.00	11/04/18	7:00PM	N						12	24 Spots
Political: Agency Candidate "Use" - 42100 / Local Agency		993636	All Weeks									REVISED
5	Byron Gipson for Solicitor	30	11/06/18	6:00AM								105.00
		35.00	11/06/18	6:50PM	N		3					3 Spots
Political: Agency Candidate "Use" - 42100 / Local Agency		993668	All Weeks									REVISED
<div> <div>Oct 18 = 940.00 / 799.00</div> <div>Nov 18 = 815.00 / 692.75</div> <div>Dec 18 = 0.00 / 0.00</div> <div>Jan 19 = 0.00 / 0.00</div> <div>Feb 19 = 0.00 / 0.00</div> <div>Mar 19 = 0.00 / 0.00</div> </div> <div> <div>Apr 19 = 0.00 / 0.00</div> <div>May 19 = 0.00 / 0.00</div> <div>Jun 19 = 0.00 / 0.00</div> <div>Jul 19 = 0.00 / 0.00</div> <div>Aug 19 = 0.00 / 0.00</div> <div>Sep 19 = 0.00 / 0.00</div> </div>												

Gross: 1755.00 Net: 1491.75 Total Due: 1491.75 75 Spots

Client Acceptance:	_____	Date:	_____
Account Executive:			
Sales / Market Manager:			
Business Manager:			
Traffic Manager:			V 5.3
ALL ORDERS SUBJECT TO THE STANDARD TERMS AND CONDITIONS ATTACHED HERETO			

Cumulus-Columbia, SC

WTCB-
FM

Sales Order

Advertiser Byron Gipson for Solicitor
Agency Tailor Made Productions

New / Revision New
Start Date 10/24/18

Bill To Tailor Made Productions
1317 Heidt Street

Columbia, SC 29204

Account Executive Mary O'Donnell

Contract #

Estimate #

Description 2018 November Elections

Stratus # 42586

Special Instructions

Contact 803-665-8738

End Date
Month Type
Billing Cycle
Agency Comm.

Co-op
Co-op Product

Notarized

of Invoices

Make Goods

Income Type

Local Income Type

Competitive Code

11/06/18

Calendar

End of Flight

15

No

N

1

Ask AE

Political: Agency Candidate "Use" - 42100

Local Agency

Political Advt#3575 Agcy#2956

Order Entered

10/19/18

Schedule

#	Sponsor Log Name Revenue Types	Length Rate Line#	Start Date End Date	Start time End time	Auto Weekly	#/ Wk	M	T	W	T	F	S	S	Total
1	Byron Gipson for Solicitor	30	10/24/18	6:00AM										720.00
	Political: Agency Candidate "Use" - 42100 / Local Agency	40.00	11/05/18	7:00PM	N		2		2		2	2		18 Spots
		993629	All Weeks											REVISED
2	Byron Gipson for Solicitor	30	10/24/18	7:00PM										256.00
	Political: Agency Candidate "Use" - 42100 / Local Agency	32.00	11/02/18	11:59PM	N					2		2		8 Spots
		993630	All Weeks											REVISED
3	Byron Gipson for Solicitor	30	10/24/18	6:00AM										240.00
	Political: Agency Candidate "Use" - 42100 / Local Agency	10.00	11/03/18	7:00PM	N							12		24 Spots
		993631	All Weeks											REVISED
4	Byron Gipson for Solicitor	30	10/24/18	6:00AM										240.00
	Political: Agency Candidate "Use" - 42100 / Local Agency	10.00	11/04/18	7:00PM	N								12	24 Spots
		993632	All Weeks											REVISED
5	Byron Gipson for Solicitor	30	11/06/18	6:00AM										160.00
	Political: Agency Candidate "Use" - 42100 / Local Agency	40.00	11/06/18	6:50PM	N			4						4 Spots
		993666	All Weeks											REVISED

Oct 18 = 848.00 / 720.80

Nov 18 = 768.00 / 652.80

Dec 18 = 0.00 / 0.00

Jan 19 = 0.00 / 0.00

Feb 19 = 0.00 / 0.00

Apr 19 = 0.00 / 0.00

May 19 = 0.00 / 0.00

Jun 19 = 0.00 / 0.00

Jul 19 = 0.00 / 0.00

Aug 19 = 0.00 / 0.00

Gross: 1616.00 Net: 1373.60 Total Due: 1373.60 78 Spots

Client Acceptance: _____

Account Executive:

Sales / Market
Manager:

Business Manager:

Traffic Manager:

V 5.3

ALL ORDERS SUBJECT TO THE STANDARD TERMS AND CONDITIONS ATTACHED HERETO

Cumulus-Columbia, SC

WLXC-
FM

Sales Order

Advertiser Byron Gipson for Solicitor
Agency Tailor Made Productions

Bill To Tailor Made Productions
 1317 Heidt Street

 Columbia, SC 29204

Account Mary O'Donnell
Executive
Contract #

New / Revision New
Start Date 10/24/18
End Date 11/06/18
Month Type Calendar
Billing Cycle End of Flight
Agency Comm. 15
Co-op No
Co-op Product
Notarized N
of Invoices 1

Estimate #
Description 2018 November Elections
Stratus # 42585
Special Instructions

Make Goods
Income Type
Local Income Type
Competitive Code

Ask AE
Political: Agency Candidate "Use" - 42100
Local Agency
Political Advt#3575 Agcy#2956

Contact 803-665-8738

Order Entered

10/19/18

Schedule														
#	Sponsor Log Name Revenue Types	Length Rate Line#	Start Date End Date	Start time End time	Auto Weekly	#/ Wk	M	T	W	T	F	S	S	Total
1	Byron Gipson for Solicitor Political: Agency Candidate "Use" - 42100 / Local Agency	30 25.00 993625	10/24/18 11/05/18 All Weeks	6:00AM 7:00PM	N		3		2		3	3	3	650.00 26 Spots REVISED
2	Byron Gipson for Solicitor Political: Agency Candidate "Use" - 42100 / Local Agency	30 25.00 993626	10/25/18 11/02/18 All Weeks	7:00PM 11:59PM	N						2	3		250.00 10 Spots REVISED
3	Byron Gipson for Solicitor Political: Agency Candidate "Use" - 42100 / Local Agency	30 7.00 993627	10/27/18 11/03/18 All Weeks	6:00AM 7:00PM	N							12		168.00 24 Spots REVISED
4	Byron Gipson for Solicitor Political: Agency Candidate "Use" - 42100 / Local Agency	30 10.00 993628	10/28/18 11/04/18 All Weeks	6:00AM 7:00PM	N								12	240.00 24 Spots REVISED
5	Byron Gipson for Solicitor Political: Agency Candidate "Use" - 42100 / Local Agency	30 25.00 993667	11/06/18 11/06/18 All Weeks	6:00AM 6:50PM	N			4						100.00 4 Spots REVISED

Oct 18 = 754.00 / 640.90

Nov 18 = 654.00 / 555.90

Dec 18 = 0.00 / 0.00

Jan 19 = 0.00 / 0.00

Feb 19 = 0.00 / 0.00

Apr 19 = 0.00 / 0.00

May 19 = 0.00 / 0.00

Jun 19 = 0.00 / 0.00

Jul 19 = 0.00 / 0.00

Aug 19 = 0.00 / 0.00

Gross: 1408.00 Net: 1196.80 Total Due: 1196.80 88 Spots

Client Acceptance:

Account Executive:

Sales / Market
Manager:

Business Manager:

Traffic Manager:

V 5.3

ALL ORDERS SUBJECT TO THE STANDARD TERMS AND CONDITIONS ATTACHED HERETO

CUMULUS MEDIA Email Policy

PLEASE NOTE: This message contains confidential information and is intended only for the individual(s) named. Employees of CUMULUS MEDIA Inc. and its subsidiaries are prohibited from forwarding this email or otherwise disclosing the contents of this email, or any portion thereof, to any third party, including any non-employee of the respective companies. Failure of an employee to comply with this policy will result in disciplinary action up to and including immediate termination of employment.

Sales Order

Advertiser **Byron Gipson for Solicitor**Agency **Tailor Made Productions**Bill To **Tailor Made Productions****1317 Heidt Street****Columbia, SC 29204**

Account

Executive **Mary O'Donnell**

Contract #

Estimate #

Description **2018 November Elections**Stratus # **42587**Special
InstructionsContact **803-665-8738**New / Revision **New**Start Date **10/24/18**End Date **11/06/18**Month Type **Calendar**Billing Cycle **End of Flight**Agency Comm. **15.000**Co-op **No**

Co-op Product

Notarized **N**# of Invoices **1**Make Goods **Ask AE**Income Type **Political: Agency Candidate "Use" - 42100**Local Income Type **Local Agency**Competitive Code **Political** Advt#**3575** Agcy#**2956**Order Entered **10/19/18**

Schedule

#	Sponsor Log Name Revenue Types	Length Rate Line#	Start Date End Date	Start time End time	Auto Weekly	#/ Wk	M	T	W	T	F	S	S	Total
1	Byron Gipson for Solicitor	30	10/24/18	6:00AM										630.00
	Political: Agency Candidate "Use" - 42100 / Local Agency	35.00	11/05/18	7:00PM	N		2	2	2	2	2			18 Spots
		993633	All Weeks											REVISED
2	Byron Gipson for Solicitor	30	10/25/18	7:00PM										60.00
	Political: Agency Candidate "Use" - 42100 / Local Agency	10.00	11/01/18	11:59PM	N					2	2			6 Spots
		993634	All Weeks											REVISED
3	Byron Gipson for Solicitor	30	10/27/18	6:00AM										480.00
	Political: Agency Candidate "Use" - 42100 / Local Agency	20.00	11/03/18	7:00PM	N							12		24 Spots
		993635	All Weeks											REVISED
4	Byron Gipson for Solicitor	30	10/28/18	6:00AM										480.00
	Political: Agency Candidate "Use" - 42100 / Local Agency	20.00	11/04/18	7:00PM	N								12	24 Spots
		993636	All Weeks											REVISED
5	Byron Gipson for Solicitor	30	11/06/18	6:00AM										105.00
	Political: Agency Candidate "Use" - 42100 / Local Agency	35.00	11/06/18	6:50PM	N		3							3 Spots
		993668	All Weeks											REVISED
Oct 18 = 940.00 / 799.00 Nov 18 = 815.00 / 692.75 Dec 18 = 0.00 / 0.00 Jan 19 = 0.00 / 0.00 Feb 19 = 0.00 / 0.00 Mar 19 = 0.00 / 0.00 Apr 19 = 0.00 / 0.00 May 19 = 0.00 / 0.00 Jun 19 = 0.00 / 0.00 Jul 19 = 0.00 / 0.00 Aug 19 = 0.00 / 0.00 Sep 19 = 0.00 / 0.00														

Gross: 1755.00 Net: 1491.75 Total Due: 1491.75 75 Spots

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