

# CONTRACT



**WINK-FM**  
**2824 Palm Beach Blvd**  
**Ft Myers, FL 33916**  
**(239) 334-1111**

[www.winkfm.com](http://www.winkfm.com)

And:

**Katz Media Group**  
**125 West 55th Street**  
**3rd Floor**  
**New York, NY 10019**

<u>Contract / Revision</u> 115866 /		<u>Alt Order #</u> 34434654
<u>Advertiser</u> <b>Biden for President</b>		<u>Original Date / Revision</u> 10/12/20 / 10/12/20
<u>Contract Dates</u> <b>10/13/20 - 10/19/20</b>	<u>Estimate #</u> <b>9534</b>	
<u>Product</u> <b>9534</b>		
<u>Billing Cycle</u> EOM/EOC	<u>Billing Calendar</u> Broadcast	<u>Cash/Trade</u> Cash
<u>Property</u> <b>WINK-FM</b>	<u>Account Executive</u> Political KATZ	<u>Sales Office</u> Political Katz
<u>Special Handling</u>		
<u>Demographic</u> Households		
<u>Agency Code</u> 9913922	<u>Advertiser Code</u>	<u>Product 1/2</u>
<u>Agency Ref</u>	<u>Advertiser Ref</u>	

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
N 1	WINKF	10/13/20	10/19/20	M-F 6a-10a	6a-10a		1:00			NM	5	\$190.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	10/13/20	10/19/20	MTWTF--				5	\$38.00			
N 2	WINKF	10/13/20	10/19/20	M-F 10a-3p	10a-3p		1:00			NM	5	\$190.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	10/13/20	10/19/20	MTWTF--				5	\$38.00			
N 3	WINKF	10/13/20	10/19/20	M-F 3p-7p	3p-7p		1:00			NM	5	\$190.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	10/13/20	10/19/20	MTWTF--				5	\$38.00			
N 4	WINKF	10/17/20	10/17/20	Sa 6a-10a	6a-10a		1:00			NM	1	\$15.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	10/12/20	10/18/20	-----S-				1	\$15.00			
N 5	WINKF	10/17/20	10/17/20	Sa 10a-3p	10a-3p		1:00			NM	1	\$20.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	10/12/20	10/18/20	-----S-				1	\$20.00			
N 6	WINKF	10/17/20	10/17/20	Sa 3p-7p	3p-7p		1:00			NM	1	\$20.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	10/12/20	10/18/20	-----S-				1	\$20.00			
N 7	WINKF	10/18/20	10/18/20	Su 6a-10a	6a-10a		1:00			NM	1	\$10.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	10/12/20	10/18/20	-----S				1	\$10.00			
N 8	WINKF	10/18/20	10/18/20	Su 10a-3p	10a-3p		1:00			NM	1	\$15.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	10/12/20	10/18/20	-----S				1	\$15.00			
N 9	WINKF	10/18/20	10/18/20	Su 3p-7p	3p-7p		1:00			NM	1	\$15.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	10/12/20	10/18/20	-----S				1	\$15.00			
<b>Totals</b>											<b>21</b>	<b>\$665.00</b>

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
09/28/20 - 10/19/20	21	\$665.00	(\$99.75)	\$565.25
<b>Totals</b>	<b>21</b>	<b>\$665.00</b>	<b>(\$99.75)</b>	<b>\$565.25</b>

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

STATION has a policy of prohibiting discrimination on the basis of race or ethnicity. Accordingly this STATION reserves the right to reject any order for advertising that it regards as inconsistent with this policy. Notwithstanding to whom bills are rendered, ADVERTISER, AGENCY and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by STATION within the time specified and until payment in full is received by STATION. Payment by ADVERTISER to AGENCY or to service or payment by AGENCY to service, shall not constitute payment to STATION. ADVERTISER agrees to STATION's Terms and Conditions. This STATION will not be bound by conditions, printed or otherwise, contracts, insertion orders, copy instructions or any correspondence when such conflict with the STATION's Terms and Conditions. Two-week advance cancellation notice is required unless otherwise specified.



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<u>Contract / Revision</u>	<u>Alt Order #</u>
115866 /	34434654

<u>Advertiser</u>	<u>Original Date / Revision</u>
<b>Biden for President</b>	10/12/20 / 10/12/20

<u>Contract Dates</u>	<u>Product</u>	<u>Estimate #</u>
<b>10/13/20 - 10/19/20</b>	9534	<b>9534</b>

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Authorized Signature of Advertiser

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## TERMS & CONDITIONS

### CONDITIONS OF A CONTRACT - "A Contract" - any written agreement, or confirmed insertion order.

#### PROGRAM PRODUCTION

All program material including talent and commercial announcements, shall be furnished by ADVERTISER, and all expenses connected with the delivery thereof to the STATION, and return there from, shall be paid by the ADVERTISER.

In the even necessary telecast material is not received in time to be properly processed for use during time period contracted for, the STATION reserves the right to substitute some other suitable programming. The ADVERTISER agrees to accept such substitute and to apply the same rate as established in the existing contract, the same as if there had been no necessity for substitution.

Advertising and program material produced by the ADVERTISER is subject to STATION approval, and STATION may exercise the right to reject such material, including the right to reject for unsatisfactory technical quality. In event the material, or any part of it, is unsatisfactory, STATION will notify the ADVERTISER and unless the ADVERTISER furnishes satisfactory material by 48 hours in advance of telecast. STATION shall have the same right to produce a substitute telecast as referred to in paragraph above.

#### PAYMENT AND BILLING

(a) Payments for telecast services covered by a contract are to be made by the ADVERTISER on or before the tenth day of the month following that in which telecasting was done. Upon ADVERTISER'S failure to make timely payment, STATION, on its own discretion, may discontinue further performance under a contract.

(b) STATION will bill ADVERTISER at monthly intervals unless otherwise provided on the contract. STATION'S bills shall be in accordance with the log, shall so state, and shall be deemed to be correct unless proven to be otherwise. STATION will furnish certificates of performance at time of billing, if requested by the ADVERTISER prior to that time.

(c) In the event of any default by the ADVERTISER in the terms of a contract, or in the event of any delinquency in payment by the ADVERTISER, the ADVERTISER shall be liable for payment of all costs of collection, including attorney's fees, whether collection is by suit or through attorney.

(d) AGENCY CONTRACTS, if a contract is entered into between STATION and as advertising agency, the advertising agency represents that it is acting as the agent for the ADVERTISER named on the face hereof and that it is authorized by the ADVERTISER to enter into a contract, and the terms and conditions mentioned as follows.

(e) BILLING to be the same as ADVERTISER billing.

(f) AGENCY agrees to pay for telecasts, at the office of STATION, or such other place as STATION may designate in writing, on or before the tenth of the month following that in which broadcasting is gone. The agency shall be responsible to STATION to make all payments mentioned herein to be made but if the agency shall fail to so then, in such case, the STATION may collect directly from the ADVERTISER in the same manner as if the contract had been entered into directly between STATION and ADVERTISER.

(g) COLLECTION AGENTS AND ATTORNEY FEES. If payment shall not be made as provided about and, in such event, STATION shall employ collection agents or attorneys or both for the purpose of collecting the unpaid balance or bring suit, then the Agency shall pay, in addition to the unpaid balance, including interest, all costs of collection.

#### TERMINATION

Telecasts of five minutes or more may be terminated by either party by giving the other party twenty-eight (28) days prior written notice thereto. Telecasts of less than five minutes may be terminated on fourteen (14) days similar written notices.

If ADVERTISER so terminates a contract. ADVERTISER will pay STATION at earned rate for telecasts made or contracted for to and including the date of termination. If STATION so terminates a contract, and STATION and ADVERTISER cannot agree on a satisfactory substitute day or time for continuance of telecasts covered by a contract at card rates on which a contract is based. ADVERTISER shall pay STATION for telecasts made to and including the date of termination without penalty or short rate.

If ADVERTISER or AGENCY wrongfully terminates or repudiates the telecasts called for in a contract or terminates and fails to timely comply with the notice requirements. STATION may recover, together with any incidental damages, the contract price of all such telecasts. If STATION is able, after reasonable effort, to resell such telecasts at a reasonable price, the net proceeds of any such resale shall be credited to the ADVERTISER or AGENCY.

#### INABILITY TO TELECAST

The failure of the STATION to telecast all or any part of a program because of a defect or breakdown of lines or equipment, a labor dispute, governmental actions, or an event or program which, in the sole discretion of the STATION, is deemed to be of public importance, shall not constitute a breach of a contract by the STATION, and the STATION'S liability shall be limited therefore to a pro rate reduction in the time charge based on the duration of such failure, provided that no such reduction shall be allowed where the failure, provided that no such reduction shall be allowed where the failure to telecast is caused by an act or omission of the ADVERTISER. Failure to telecast for any of the foregoing reasons shall not affect rates or discounts otherwise applicable.

#### SUBSTITUTION OF PROGRAMS OF PUBLIC SIGNIFICANCE

The STATION reserves the right to cancel, or change the time of any program or any portion of any program, in order to telecast any program, which in the discretion of the STATION management is of public, significance and interest. In so doing, the STATION will make reasonable effort to notify the ADVERTISER sufficiently in advance of the cancellation or change of time, but cannot assume any responsibility for costs involved in publicizing the new time, nor for possible costs for talent that might have been engaged to perform the canceled telecast.

#### RATE PROTECTION

STATION reserves the right to increase any of the rates and charges set forth by announcement of a new rate card.

#### TELECAST LIABILITIES

ADVERTISER agrees to hold and save STATION harmless against any and all liability resulting from the telecast of programs or program material, prepared, produced, or furnished by the ADVERTISER, excepting such liability as might result from the telecast of ADVERTISER produced telecasts of material furnished by the STATION and musical compositions, the performances of which are licensed by a music licensing organization of which STATION is a licensee.

STATION will hold and save ADVERTISER harmless against any and all such liability on STATION-produced telecasts excepting only such liability as may result from the telecasts of commercial credits and other material furnished by the ADVERTISER. In addition STATION will hold and save ADVERTISER harmless with respect to material furnished by the STATION for ADVERTISER-produced telecasts and the performance of musical compositions are licensed for telecasting by a music licensing organization of which STATION is a licensee.

#### GENERAL

STATION will perform the telecasts covered by a contract on the days and approximate hourly times provided on the face of a contract. Time mentioned shall be that current at STATION. STATION may deduct from any period of more than five minutes, not more than sixty seconds, for station purposes.

STATION shall exercise normal precautions, but shall assume no liability for loss of or damages to program material and other property furnished by the ADVERTISER in connection with telecasts hereunder. STATION will not accept or process mail, correspondence, or phone calls in connection with telecasts except after prior approval, and if so approved at the sole risk of the ADVERTISER and subject to reimbursements by the ADVERTISER for all expense incurred.

A contract, including the rights under it, may not be assigned or transferred, without first obtaining the consent of the STATION in writing, nor may STATION be required to telecast hereunder for the benefit of any other ADVERTISER than the one named on the face of a contract. Failure of the STATION or ADVERTISER to enforce any of the provisions herein shall not be constructed as a general relinquishment or waiver as to that or any provision.

STATION'S obligations hereunder are subject to the terms and conditions of licenses held by it and by applicable federal, state, and local laws and regulations.

The entire agreement between the parties relating to the subject matter herein contained, and no change or modification of any of its terms shall be effective unless made in writing and signed by both parties.