

AGREEMENT FORM FOR NON-CANDIDATE/ISSUE ADVERTISEMENTS

Station and Location: WTAM-AM, WMJI-FM Cleveland, OH	Date: 7/16/19
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I, The New Media Firm

do hereby request station time concerning the following issue:

SEIU OH State Joint Council

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks

This broadcast time will be used by: SEIU OH State Joint Council

**THIS PAGE MUST BE COMPLETED FOR PROGRAMMING THAT
"COMMUNICATES A POLITICAL MATTER OF NATIONAL IMPORTANCE."
FOR ALL OTHER ISSUE ADS, PLEASE GO TO PAGE 3.**

Programming that "communicates a political matter of national importance" includes (1) references to legally qualified candidates (presidential, vice presidential or congressional); (2) any election to Federal office (e.g., any references to "our next senator", "our person in Washington" or "the President"); and (3) a national legislative issue of public importance (e.g., Affordable Care Act, revising the IRS tax code, federal gun control or any federal legislation).

Does the programming (in whole or in part) communicate "a message relating to any political matter of national importance?"
☐ Yes ☒ No

For programming that "communicates a message relating to any political matter of national importance," list the name of the legally qualified candidate(s) the programming refers to, the offices being sought, the date(s) of the election(s) and/or the issue to which the communication refers (if applicable):

--

I represent that the payment for the above described broadcast time has been furnished by (name and address):

--

and you are authorized to announce the time as paid for by such person or entity (hereinafter referred to as the "sponsor").

List the chief executive officers or members of the executive committee or the board of directors below (or attach separately):

--

For programming that "communicates a message relating to any political matter of national importance," attach Agreed Upon Schedule (Page 5)

**THIS PAGE MUST BE COMPLETED FOR PROGRAMMING THAT
DOES NOT "COMMUNICATE A POLITICAL MATTER OF NATIONAL
IMPORTANCE"**

I represent that the payment for the above described broadcast time has been furnished
by (name and address):

SEIU OH State Joint Council 1395 Dublin Road, Columbus OH 43215

and you are authorized to announce the time as paid for by such person or entity
(hereinafter referred to as the "sponsor").

List the chief executive officers or members of the executive committee or the board of
directors below (or attach separately):

Kathy McCormick, President

TO BE COMPLETED FOR ALL ISSUE ADVERTISEMENTS

THIS STATION DOES NOT DISCRIMINATE OR PERMIT DISCRIMINATION ON THE BASIS OF RACE OR ETHNICITY IN THE PLACEMENT OF ADVERTISING.

The Sponsor agrees to indemnify and hold harmless the station for any damages or liability, including reasonable attorney's fees, that may ensue from the broadcast of the above-requested advertisement(s). For the above-stated broadcast(s), the sponsor also agrees to prepare a script, transcript, or tape, which will be delivered to the station at least 24 hours before the time of the scheduled broadcasts.

TO BE SIGNED BY ISSUE ADVERTISER (SPONSOR)

07/15/19

Date


Signature

202-775-1440
Contact Phone Number

TO BE SIGNED BY STATION REPRESENTATIVE

☐ Accepted

☐ Accepted in Part

☐ Rejected


Signature

Joseph M. Nero
Printed Name

AE Political
Title

The details are that the spot did not arrive on time, so Tuesday 7/16/19 spots were moved to Wednesday 7/17/19 and Thursday 7/18/19. Per the agency, for this campaign, spots can air in Beck/Rush.

Jul 15, 19
 CONT# 33069303 Mod# Ver# 1 (Last =)
 REP iHeartMedia
 TO WTAM-AM (Cleveland, OH)
 FM DAVID SCOTT
 OFF PHILADELPHIA
 AGY THE NEW MEDIA FIRM
 ADDR 1322 G ST., SE
 WASHINGTON, DC 20003
 BYR MEDIA PLACEMENT
 ADV SEIU OH STATE JOINT COUNCIL
 PDT Issue
 FLT Jul 16, 19 - Jul 22, 19

DDS CONT# 0
 C/P/E: / / 7064

SALESPERSON FAX#

PH #

* REP ORDER COMMENT *

** 7/15/2019 2:13:00 PM:

[HTTP://RADIOEXCHANGE.CLEARCHANNEL.COM/SALES/CATEGORY/PAGES/POLITICALRATECARDS.ASPX](http://radioexchange.clearchannel.com/sales/category/pages/politicalratecards.aspx)

** 7/15/2019 2:13:00 PM: REVENUE TYPE IS NATIONAL AGENCY POLITICAL.

** 7/15/2019 2:13:00 PM: THIS ADVERTISER WILL NOT RUN IN RUSH LIMBAUGH.

** 7/15/2019 2:13:00 PM: THIS IS A NEW ORDER. PLEASE CONFIRM ASAP. THANK YOU!

MC	LN	REV TYPE	DAYS	TIME	LEN	EFFECTIVE DATES	# OF Day	NPD	RATE	TOT SPTS
		FLIGHT 1								
	1.1	National Agency-Political	.T.....	10A - 3P	60	07/16/2019 - 07/16/2019	1D	1	\$222.00	1
	1.2	National Agency-Political	.T.....	3P - 7P	60	07/16/2019 - 07/16/2019	1D	1	\$298.00	1
	1.3	National Agency-Political	.T.....	7P - 12A	60	07/16/2019 - 07/16/2019	1D	1	\$43.00	1
		** FLIGHT TOTALS **						3	\$563.00	
		FLIGHT 2								
	2.1	National Agency-Political	..W....	6A - 10A	60	07/17/2019 - 07/17/2019	1D	1	\$331.00	1
	2.2	National Agency-Political	..W....	10A - 3P	60	07/17/2019 - 07/17/2019	1D	1	\$222.00	1
	2.3	National Agency-Political	..W....	7P - 12A	60	07/17/2019 - 07/17/2019	1D	1	\$43.00	1
		** FLIGHT TOTALS **						3	\$596.00	
		FLIGHT 3								
	3.1	National Agency-Political	...T...	10A - 3P	60	07/18/2019 - 07/18/2019	1D	1	\$222.00	1
	3.2	National Agency-Political	...T...	3P - 7P	60	07/18/2019 - 07/18/2019	1D	1	\$298.00	1
	3.3	National Agency-Political	...T...	7P - 12A	60	07/18/2019 - 07/18/2019	1D	1	\$43.00	1
		** FLIGHT TOTALS **						3	\$563.00	

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FLIGHT 4										
4.1	National Agency-PoliticalF..	6A - 10A	60	07/19/2019 - 07/19/2019	1D	1	\$331.00	1	
4.2	National Agency-Political	....F..	10A - 3P	60	07/19/2019 - 07/19/2019	1D	1	\$222.00	1	
4.3	National Agency-Political	....F..	7P - 12A	60	07/19/2019 - 07/19/2019	1D	1	\$43.00	1	
** FLIGHT TOTALS **							3	\$596.00		
FLIGHT 5										
5.1	National Agency-Political	.....S.	6A - 10A	60	07/20/2019 - 07/20/2019	1D	1	\$56.00	1	
5.2	National Agency-Political	.....S.	3P - 7P	60	07/20/2019 - 07/20/2019	1D	1	\$56.00	1	
** FLIGHT TOTALS **							2	\$112.00		
FLIGHT 6										
6.1	National Agency-Political	.....S	6A - 10A	60	07/21/2019 - 07/21/2019	1D	1	\$44.00	1	
6.2	National Agency-Political	.....S	10A - 3P	60	07/21/2019 - 07/21/2019	1D	1	\$47.00	1	
6.3	National Agency-Political	.....S	3P - 7P	60	07/21/2019 - 07/21/2019	1D	1	\$45.00	1	
** FLIGHT TOTALS **							3	\$136.00		
FLIGHT 7										
7.1	National Agency-Political	M.....	10A - 3P	60	07/22/2019 - 07/22/2019	1D	1	\$222.00	1	
** FLIGHT TOTALS **							1	\$222.00		

	Jul 19						
SPOTS	18						
CASH	2788.00						
TRADE	0.00						
NSL	0.00						
TOTAL	2788.00						

						TOTAL
SPOTS						18
CASH						2,788.00
TRADE						0.00
NSL						0.00
TOTAL						2,788.00

Jul 15, 19
CONT# 33069303 Mod# Ver# 1 (Last =)
REP iHeartMedia

DDS CONT# 0
C/P/E: / / 7064

**** Competitive Comments ****

SVC: FA99 MSA CustRadio

Demo Adults 35+

Nondiscrimination -Paragraphs 49 and 50 of the United States Federal Communications Commission's Report and Order No. 07-217 provides that broadcast stations' advertising contracts will not discriminate on the basis of race or ethnicity, and must contain nondiscrimination clauses. Consistent with this order, Katz Communications, Inc. (including any subsidiary or division of Katz) does not discriminate in any broadcast advertising contract on the basis of race or ethnicity and evaluates, negotiates and completes its broadcast advertising contracts without regard to race or ethnicity.



Order Confirmation

Page 1 of 3
Printed: 07/16/2019 12:46:58

Advertiser No: 1047997 Order No: 1312253867
Start Date: 07/17/2019 Co-op: No
End Date: 07/22/2019 Package: No
Month Type: Broadcast Agency Comm.: 15%
Revision #: 0
CPE: - - 7064
AE: PHILADELPHIA, MMS
Entered: 07/16/2019 09:30 AM by Fusion
Last Update: 07/16/2019 09:30 AM by Fusion
Note: WTAM/7064 Issue
Note 2: 33069303
Spl Req Inv:

SEIU OH State Joint Council
c/o The New Media Firm

1322 G St., SE

Washington, DC 20003

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 Cleveland WTAM-AM	06:00-10:00 Commercial	07/17/19	07/19/19	1	331.00 National Agency-Political	0	0	0	1	0	1	0	0	2	60	2	662.00
2 Cleveland WTAM-AM	10:00-15:00 Commercial	07/17/19	07/19/19	1	222.00 National Agency-Political	0	0	0	1	2	1	0	0	4	60	4	888.00
3 Cleveland WTAM-AM	15:00-19:00 Commercial	07/17/19	07/18/19	1	298.00 National Agency-Political	0	0	0	1	1	0	0	0	2	60	2	596.00
4 Cleveland WTAM-AM	19:00-23:59 Commercial	07/17/19	07/19/19	1	43.00 National Agency-Political	0	0	0	1	2	1	0	0	4	60	4	172.00
5 Cleveland WTAM-AM	06:00-10:00 Commercial	07/20/19	07/20/19	1	56.00 National Agency-Political	0	0	0	0	0	0	1	0	1	60	1	56.00
6 Cleveland WTAM-AM	15:00-19:00 Commercial	07/20/19	07/20/19	1	56.00 National Agency-Political	0	0	0	0	0	0	1	0	1	60	1	56.00
7 Cleveland WTAM-AM	06:00-10:00 Commercial	07/21/19	07/21/19	1	44.00 National Agency-Political	0	0	0	0	0	0	0	1	1	60	1	44.00
8 Cleveland WTAM-AM	10:00-15:00 Commercial	07/21/19	07/21/19	1	47.00 National Agency-Political	0	0	0	0	0	0	0	1	1	60	1	47.00
9 Cleveland WTAM-AM	15:00-19:00 Commercial	07/21/19	07/21/19	1	45.00 National Agency-Political	0	0	0	0	0	0	0	1	1	60	1	45.00
10 Cleveland WTAM-AM	10:00-15:00 Commercial	07/22/19	07/22/19	1	222.00 National Agency-Political	0	1	0	0	0	0	0	0	1	60	1	222.00

No. of Spots/Misc/Digital:	18/0/0	Ordered Gross:	\$2,788.00
		Agency Commission:	\$418.20
		Ordered Net:	\$2,369.80
		Total Net Due:	\$2,369.80

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
Amt. Ord.:	18	0	0	0	0	0	0	0	0	0	0	0	0
Gross:	2,788.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net:	2,369.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Participating Customers

SEIU OH State Joint Council	100%
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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 to the purchase of this advertising schedule and 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

1.1. Advertiser agrees to pay in advance for the distribution of advertising covered by this contract (collectively "transmissions") unless otherwise expressly agreed in writing.

1.2. 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.

1.3. 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.

1.4. 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

2.1. 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.

2.2. 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.

2.3. 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.

2.4. 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 Section 2.2 or Advertiser pursuant to Section 2.1, 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.

2.5. 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

3.1. 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).

3.2. 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 Section 5.5 or the representations and warranties described in Section 3.1; or (iii) claims arising from the products, services, operations, data, representations or warranties relating to, directly or indirectly, any material furnished by or on behalf of Advertiser in connection with this contract ("Advertiser Material"), or Advertiser's business, services, operations or prizes (if any). 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

4.1. 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 Section 4.3 below.

4.2. 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.

4.3. 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; COMMERCIAL MATERIAL; DATA

5.1. 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.

5.2. 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.

5.3. 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 Section 5.2 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.

5.4. 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.

5.5. If Station provides Advertiser with any data pertaining to the transmission of Advertiser Material ("Station Data"), Station grants Advertiser a limited, revocable, non-exclusive, non-sublicensable, license to use Station Data solely for internal purposes as necessary to validate Station's transmission of Advertiser Material. The foregoing license expires, and Advertiser must destroy, Station Data thirty (30) days after the date of the applicable transmissions. Advertiser may not, without Station's prior written consent, (i) disclose Station Data to any third party, (ii) combine Station Data with any other data, or (iii) use Station Data for any other purpose, including, without limitation, to create an attribution model.

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

7.1. 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.

7.2. If an agency or buying service is included in Advertiser, it is understood that party is the agent of advertiser and not of Station.

7.3. 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.

7.4. 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.

7.5. 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.

7.6. 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.

7.7. 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.

Jul 15, 19
 CONT# 33069302 Mod# Ver# 1 (Last =)
 REP iHeartMedia
 TO WMJI-FM (Cleveland, OH)
 FM DAVID SCOTT
 OFF PHILADELPHIA
 AGY THE NEW MEDIA FIRM
 ADDR 1322 G ST., SE
 WASHINGTON, DC 20003

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 ADV SEIU OH STATE JOINT COUNCIL
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	1.2	National Agency-Political	.T.....	10A - 3P	60	07/16/2019 - 07/16/2019	1D	1	\$272.00	1
	1.3	National Agency-Political	.T.....	3P - 7P	60	07/16/2019 - 07/16/2019	1D	1	\$287.00	1
		** FLIGHT TOTALS **						3	\$860.00	
		FLIGHT 2								
	2.1	National Agency-Political	..W....	6A - 10A	60	07/17/2019 - 07/17/2019	1D	1	\$301.00	1
	2.2	National Agency-Political	..W....	10A - 3P	60	07/17/2019 - 07/17/2019	1D	1	\$272.00	1
	2.3	National Agency-Political	..W....	3P - 7P	60	07/17/2019 - 07/17/2019	1D	1	\$287.00	1
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	3.3	National Agency-Political	...T...	3P - 7P	60	07/18/2019 - 07/18/2019	1D	1	\$287.00	1
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		<u>FLIGHT 4</u>								
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5.1	National Agency-PoliticalS.	10A - 3P	60	07/20/2019 - 07/20/2019	1D	1	\$125.00	1	
5.2	National Agency-PoliticalS.	3P - 7P	60	07/20/2019 - 07/20/2019	1D	1	\$119.00	1	
					** FLIGHT TOTALS **		2	\$244.00		
		<u>FLIGHT 6</u>								
6.1	National Agency-PoliticalS	10A - 3P	60	07/21/2019 - 07/21/2019	1D	1	\$114.00	1	
6.2	National Agency-PoliticalS	3P - 7P	60	07/21/2019 - 07/21/2019	1D	1	\$119.00	1	
					** FLIGHT TOTALS **		2	\$233.00		
		<u>FLIGHT 7</u>								
7.1	National Agency-Political	M.....	6A - 10A	60	07/22/2019 - 07/22/2019	1D	1	\$301.00	1	
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					** FLIGHT TOTALS **		2	\$573.00		

	Jul 19					
SPOTS	18					
CASH	4490.00					
TRADE	0.00					
NSL	0.00					
TOTAL	4490.00					

						TOTAL
SPOTS						18
CASH						4,490.00
TRADE						0.00
NSL						0.00
TOTAL						4,490.00

Jul 15, 19
CONT# 33069302 Mod# Ver# 1 (Last =)
REP iHeartMedia

DDS CONT# 0
C/P/E: / / 7064

**** Competitive Comments ****

SVC: FA99 MSA CustRadio

Demo Adults 35+

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Participating Customers

SEIU OH State Joint Council

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 to the purchase of this advertising schedule and 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

- 1.1. Advertiser agrees to pay in advance for the distribution of advertising covered by this contract (collectively "transmissions") unless otherwise expressly agreed in writing.
- 1.2. 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.
- 1.3. 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.
- 1.4. 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

- 2.1. 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.
 - 2.2. 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.
 - 2.3. 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.
 - 2.4. 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 Section 2.2 or Advertiser pursuant to Section 2.1, 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.
 - 2.5. 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**
- 3.1. 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).
 - 3.2. 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 Section 5.5 or the representations and warranties described in Section 3.1; or (iii) claims arising from the products, services, operations, data, representations or warranties relating to, directly or indirectly, any material furnished by or on behalf of Advertiser in connection with this contract ("Advertiser Material"), or Advertiser's business, services, operations or prizes (if any). 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**
- 4.1. 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 Section 4.3 below.
 - 4.2. 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.
 - 4.3. 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; COMMERCIAL MATERIAL; DATA**
- 5.1. 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.
 - 5.2. 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.
 - 5.3. 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 Section 5.2 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.
 - 5.4. 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.
 - 5.5. If Station provides Advertiser with any data pertaining to the transmission of Advertiser Material ("Station Data"), Station grants Advertiser a limited, revocable, non-exclusive, non-sublicensable, license to use Station Data solely for internal purposes as necessary to validate Station's transmission of Advertiser Material. The foregoing license expires, and Advertiser must destroy, Station Data thirty (30) days after the date of the applicable transmissions. Advertiser may not, without Station's prior written consent, (i) disclose Station Data to any third party, (ii) combine Station Data with any other data, or (iii) use Station Data for any other purpose, including, without limitation, to create an attribution model.

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

- 7.1. 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.
- 7.2. If an agency or buying service is included in Advertiser, it is understood that party is the agent of advertiser and not of Station.
- 7.3. 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.
- 7.4. 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.
- 7.5. 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.
- 7.6. 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.
- 7.7. 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.