



Contract

Contract #: CON-SOU-KB-241
 Product: Rate/Volume Agreement
 Type: Cash
 Flight: 05-09-2024 - 05-09-2024
 04-24-2024
 hour show

WENG

Kerri Black
 1355 S. River Rd
 Englewood FL
 US 34223
 kerri@forini.media

Kat Pelligrino - political

David Kesselring

No Address

Description	Run Dates	Cost	Broadcast Month	Spots
Custom package / #1	05-09-2024 to 05-09-2024	Based on Rate & Volume		1

Media Outlet: WENG

One hour block show for political May 9, 2024 -9a - 10a on the Suncaost show

W/C 05-06-2024				Mon	Tue	Wed	Thu	Fri	Sat	Sun		
Daypart	Type	Length	Rate	05/06	05/07	05/08	05/09	05/10	05/11	05/12	Units	Cost
09:00am - 10:00am	Block Program 1	3600sec	250.00	0	0	0	1	0	0	0	1	250.00
Total per station											1	250.00
Week total											1	250.00

Total Spots	1
Total	250.00

Amounts quoted are in USD

Projected Billing (USD)

May, 2024	250.00
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Authority to Proceed

RADIO BROADCASTING CONDITIONS

The advertiser and/or Agency placing advertising by this contract (hereinafter called Advertiser) and the Station accepting this contract (hereinafter called FIORINI) here by agree that this contract shall be governed by the following conditions: From here on throughout, FIORINI pertains to FIORINI BROADCASTING, LLC.

1. PAYMENT AND BILLING

a) FIORINI will invoice Advertiser at monthly intervals unless otherwise provided for on the face of this contract. FIORINI's invoices shall be in accordance with the commercial record produced and maintained at FIORINI, and will be made available on request, for inspection by Advertiser or Agency for a minimum of 12 months from date of broadcast.

b) Advertiser agrees to pay FIORINI for broadcasting invoiced by this contract on receipt of invoice. On accounts not paid in full by the end of the month in which payment is due. Advertiser agrees to pay, in addition to the amount due, a delinquency service charge of 1.8% per month (22%

per year) charged after one month on the unpaid balance. All partial payments on account shall be first applied to the oldest outstanding balance.

c) FIORINI may, at its discretion cancel immediately without further notice, any broadcasts covered under this contract, if payment is not made by the Advertiser as specified herein. If the credit of the Advertiser is impaired, or if FIORINI reasonably believes that the Advertiser's credit has been impaired, then the terms of payment specified herein may be changed by FIORINI or the contract for broadcasting cancelled by FIORINI at its sole discretion upon 24 hours written notice to Advertiser.

d) All invoices are due and payable within 30 days of service. Interest will be charged on past due invoices at the rate as stated above in (b). In the event it becomes necessary to turn your account(s) over to a collection agency or use an attorney, Advertiser promises to pay, in addition to the amount due, all costs of collection, court costs and reasonable attorney fees. The parties agree that the jurisdiction for any dispute under this contract shall be the county of Charlotte.

2. TERMINATION

a) Contract may be terminated by either party by giving the other twenty-eight (29) days prior written notice: provided that no such notice shall be effective until twenty-eight (28) days after start of broadcasts hereunder. This contract insofar as it covers broadcasts of less than five minutes duration, may be terminated by either party giving the other fourteen (14) days' prior written notice, but no such notice shall be effective until fourteen (14) days after the start of broadcasts hereunder.

b) Effect of Termination. If Advertiser so terminates this contract, Advertiser will pay FIORINI at earned rate for broadcasts made or contracted for to and including the date of termination. If FIORINI so terminates this contract, and FIORINI and Advertiser cannot agree on a satisfactory substitute day or time for continuance of broadcasts covered by this contract at card rates on which this contract is based, Advertiser shall pay FIORINI for broadcast made to and including the date of termination without penalty of short rate; that is, Advertiser shall have the benefit of the same discounts which it would have earned had it been allowed to complete the contract. In the event of termination hereunder, neither party shall be liable to the other party other than as specified in this paragraph and in paragraph 9.

c) If at any time during the effective period of this contract, FIORINI reasonably believes that FIORINI's continued performance of the contract would violate the rules, regulations or policies of the Federal Communications commission or the laws or regulations of any other Federal, State or Municipal authority, then FIORINI may cancel the contract, and the provision of paragraph 2(b) hereof shall govern adjustments between the parties.

3. EFFECT OF BREACH

a) By Advertiser, FIORINI reserves the right to cancel this contract at any time upon default by Advertiser in the payment of bills or other material breach of the term hereof. Upon such cancellation, all charges for broadcasting done hereunder and not paid shall become immediately due and payable. If FIORINI cancels by reason of Advertiser's material breach, Advertiser's only liability shall be to pay, as liquidated damages, a net sum equal to that which Advertiser would have been obligated to pay had it, as of the date of receipt of notice of FIORINI's cancellation, given notice of termination pursuant to paragraph 2 hereof, less any amount which FIORINI actually receives for the sale of same material.

b) By FIORINI. In the event of a material breach by FIORINI in performing this contract, Advertiser reserves the right to cancel this contract at any time. If Advertiser cancels by reason of FIORINI's material breach, FIORINI's liability shall be limited to the payment, as liquidated damages, of a net sum equal to production of a live program in the cancelled time and not usable for future scheduling due to such breach. Provided, however, that FIORINI's liability shall not exceed the time costs involved for the unexpired and non-cancelable portion of the contract; that is, FIORINI shall not be liable for any sum greater than the sum of time charges involved had FIORINI, as of the date of receipt of notice of Advertiser's cancellation, given notice of termination pursuant to paragraph 2 hereof, inability to broadcast, covered by paragraph 4, shall not be deemed a breach of this contract.

4. INABILITY TO BROADCAST

a) If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes, or for any other cause, including mechanical breakdowns, beyond FIORINI's control, FIORINI shall be unable to broadcast any program, announcement or a part of any program or announcement contracted to be broadcast hereunder. FIORINI shall not be liable to Advertiser, except to allow a pro-rata reduction in the time charges hereunder, or upon the mutual agreement of both parties, a later broadcast of the omitted performance at a satisfactory substitute day and time. Advertiser shall have the benefit of the same discounts which it would have earned of the performance had not been omitted.

5. SUBSTITUTION OF PROGRAMS OF PUBLIC SIGNIFICANCE

a) Conditions of substitution. FIORINI shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program, which, in its absolute discretion, it deems to be of public significance, including, but not limited to, sporting events, in any such case. FIORINI will notify Advertiser in advance if reasonably possible, but where such notice cannot reasonably be given. FIORINI will notify Advertiser within a reasonable time after such scheduled broadcast, the Advertiser's broadcast has been canceled.

6. AGENCY POLICY

a) If the Advertiser under this contract is acting as an agency, it shall not rebate to its client any part of the commission allowed by FIORINI.

b) FIORINI holds advertising agency and/or Advertiser liable for payment for broadcasts named on the face hereof ("Advertiser"), including so long as Agency is not insolvent, as Advertiser's agent for making payment on all billings hereunder. However, Agency shall be liable for the payment of sums due hereunder and FIORINI shall look solely to Agency for payment thereof, unless and until Agency becomes insolvent, at which time, without relieving Agency of liability until FIORINI is paid in full, Advertiser shall be liable to FIORINI and not to Agency on all unpaid billings for services rendered by FIORINI hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has theretofore made payment to the Agency thereon (1) while

knowing that Agency had entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser to Agency, or (2) that Agency was in danger of becoming insolvent, or after receiving notice (together with a current statement of account) from FIORINI that Agency is seriously delinquent under this or any other agreement(s) between FIORINI and Agency acting on behalf of Advertiser by failing to make payment on billings within 30 days after the end of the month in which service is provided thereunder.

7. PROGRAM PRODUCTION

- a) Advertiser Responsibility Unless otherwise noted on the face of this contract, All program material and commercial announcements, shall be furnished by Advertiser, and all expenses connected with the delivery thereof to FIORINI and return therefrom, if so directed shall be paid by Advertiser. the contract for FIORINI time includes the services of the technical staff and of a regular staff announcer. Other talent and service charges, if any are covered in this contract and such charges are subject to change by Advertiser with the consent of FIORINI.
- b) Non-receipt should FIORINI fail to receive program material less than forty-eight (48) hours in advance of broadcast. FIORINI may cancel the broadcast.
- c) Approval of Material. All program material produced by Advertiser is subject to FIORINI approval, both as to talent and broadcast content, and FIORINI may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality.
- d) Property Rights. All property and proprietary rights in any program material or other matter prepared, created, or devised by FIORINI or Advertiser, respectively, for use in connection with programs broadcast shall be retained by the party preparing the same.

8. BROADCAST LIABILITIES

- a) Indemnification. Except as otherwise hereinafter expressly provided, Advertiser will hold and save FIORINI harmless against all liability for libel, slander illegal competition or trade practice, infringement of trade marks, trade names or program titles, violation of rights of privacy and infringement of copyrights and proprietary right, resulting from the broadcasting of the broadcasts herein provided in the form furnished by Advertiser. FIORINI agrees, however, to hold and save Advertiser harmless against all such liability where the broadcasts are prepared and produced both as to artists and broadcast content by FIORINI excepting only such liability as may result from the broadcasting of the commercial credits and other material as furnished by Advertiser FIORINI will hold and save Advertiser harmless against all such liability with respect to music on FIORINI-built broadcasts FIORINI will hold and save Advertiser harmless against all such liability with respect to music on agency-built broadcasts, provided such music has been cleared and approved for broadcasting by a licensor designated by FIORINI. Advertiser will hold and save FIORINI harmless against all such liability with respect to music or agency-built broadcasts if such music has not been cleared and approved for broadcasting by a licensor designated by FIORINI.

9. GENERAL

- a) Broadcast Times. Unless stated otherwise, length of broadcast times, where shown, is approximate and excludes FIORINI breaks, spot announcement periods and such time necessary for FIORINI to properly identify sponsor. FIORINI reserves the right to change the day or hour or both of FIORINI breaks, announcements, special feature participations and programs for any purpose, upon notice to Advertiser, and if a mutually agreeable substitute hour and day cannot be determined, the specific time period may be cancelled without affecting the balance of the contract.
- b) Handling of Property. FIORINI shall exercise normal precautions, but shall assume no liability for loss or damage to program material and other property furnished by advertiser in connection with broadcast hereunder.
- c) Assignment and Waiver. This contract, including the rights hereunder, may not be assigned or transferred without first obtaining the consent of FIORINI in writing; nor may FIORINI be required to broadcast hereunder for the benefit of any other Advertiser or product than the one named on the face of this contract. Failure of FIORINI or Advertiser to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any provision.
- d) No Oral Modification. Advertiser acknowledges: that there is no express or implied agreement relating to any announcements and/or any program material except as specifically set forth herein: that this contract contains the entire agreement between the parties relating to the subject matter herein contained: and that no change or Modification of any of its terms and provisions shall be effective unless made in writing and signed by both parties.
- e) In consideration of the services rendered by the FIORINI to the Advertiser, the party executing this contract, whether he be an officer, agency or employee of the Advertiser, personally guarantees payment of this account incurred or to be incurred by said advertiser.

10. PROVISION

Wherever there arises a conflict between any provisions of this agreement and any material statute, law, ordinance or governmental regulation, the latter shall prevail only to the extent necessary to bring this agreement into compliance with the law. This agreement is executed in Florida and shall be governed and interpreted under the laws of the State of Florida.

11. ACKNOWLEDGEMENT

By execution hereof, Advertiser acknowledges that he has read this agreement and fully understands all terms and conditions thereof. Advertiser further acknowledges receipt of a duly executed duplicate original copy of this agreement.

✓ Success This Contract was signed by Kat Pelligrino on 10:50 am.

Kat Pelligrino
10:50 am

DAVID KESSELRING
Katherine Marie Pellino



Political Broadcast Agreement Form for Candidate Advertisements (PB-19)



Political Broadcast Agreement Form for Candidate Advertisements (PB-19)

This form may serve as a model agreement for the sale of political broadcast advertising time and to facilitate compliance with the Federal Communications Commission's (FCC) record retention requirements. Broadcasters seeking information on how the FCC's political broadcast rules and record retention requirements apply to their specific circumstances should seek the advice of their own attorney.

Please note:

You will be prompted to save this form after each entry of your electronic signature. Make sure to re-save the form if you enter any information after entering your electronic signature.

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A companion to this form is NAB's Political Broadcast Catechism. To assist with your understanding of the political advertising rules, an all-new Political Advertising Primer course will become available via Broadcast Education in March 2020.

Broadcast Education is NAB's home for online educational offerings, including live and on-demand webcasts, podcasts and certificate courses. For more information, visit [education.nab.org](https://www.nab.org/education).

NAB members have access to an array of member tools and benefits. To access additional member tools, please visit [nab.org/MemberTools](https://www.nab.org/MemberTools).

CANDIDATE ADVERTISEMENT AGREEMENT FORM

See **Order** for proposed schedule and charges. See **Invoice** for actual schedule and charges.

I, Kathleen Marie Pellegrino, hereby request station time as follows:

IDENTIFY CANDIDATE TYPE

- FEDERAL CANDIDATE
- STATE OR LOCAL CANDIDATE

ALL QUESTIONS/BLOCKS MUST BE COMPLETED

Candidate name: Kathleen Marie Pellegrino

Authorized committee: N/A

Agency requesting time (and contact information):
 N/A

Candidate's political party: Republican

Office sought (no acronyms or abbreviations): Charlotte County State Commissee Woman

Date of election: August 22, 2024 General Primary

Treasurer of candidate's authorized committee: Kathleen Marie Pellegrino

The undersigned represents that:

(1) the payment for the broadcast time requested has been furnished by (check one box below):

the candidate listed above who is a legally qualified candidate, or

the authorized committee of the legally qualified candidate listed above;

(2) this station is authorized to announce the time as paid for by such person or entity; and

(3) this station has disclosed its political advertising policies, including applicable classes and rates, discount, promotion 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.

Candidate/Committee/Agency	Station Representative
Signature: <u>Kathleen Marie Pellegrino</u>	Signature: <u>Kathy Lindan</u>
Name: <u>Kathleen Marie Pellegrino</u>	Name: <u>Kathy Lindan</u>
Date of Request to Purchase Ad Time: <u>5/9/24</u>	Date of Station Agreement to Sell Time: <u>5/9/24</u>

Federal Candidate Certification:

The undersigned hereby certifies that the broadcast matter to be aired pursuant to this disclosure either (1) does not refer to an opposing candidate or, if it does, (2) 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 or if 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.

Candidate/Authorized Committee/Agency

Signature:

Name:

Date:

TO BE COMPLETED BY STATION ONLY

Ad submitted to Station? Yes No Date ad received: 5/9/24

Note: Must have separate PB-19 Forms for each version of the ad (i.e., for every ad with differing copy).

Federal candidate certification signed (above): Yes No N/A

Disposition:

- Accepted
- Accepted IN PART (e.g., ad copy not yet received to determine sponsor ID)*
- Rejected – provide reason:

*Upload partially accepted form, then promptly upload updated final form when complete.

Date and nature of follow-ups, if any (e.g., insufficient sponsor ID tag):

Contract #:	Station Call Letters: <u>WENG</u>	Date Received/Requested: <u>5/9/24</u>
Est. #:	Station Location: <u>1355 S. River Rd Englewood FL 34223</u>	Run Start and End Dates: <u>5/9/24</u>

Upload order, this form and invoice (or traffic system print-out) or other documents reflecting this transaction to the OPIF or use this space to document schedule of time purchased, when spots actually aired, the rates charged and the classes of time purchased or attach separately. If station will not upload the actual times spots aired until an invoice is generated, the name of a contact person who can provide that information immediately should be placed in the "Terms and Disclosures" folder in the OPIF.



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Please note:

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NAB members have access to an array of member tools and benefits. To access additional member tools, please visit [nab.org/MemberTools](https://www.nab.org/MemberTools).

CANDIDATE ADVERTISEMENT AGREEMENT FORM

See **Order** for proposed schedule and charges. See **Invoice** for actual schedule and charges.

I, DAVID KESSELRING, hereby request station time as follows:

IDENTIFY CANDIDATE TYPE 

- FEDERAL CANDIDATE
- STATE OR LOCAL CANDIDATE

ALL QUESTIONS/BLOCKS MUST BE COMPLETED

Candidate name:
DAVID KESSELRING

Authorized committee:

Agency requesting time (and contact information):
 N/A

Candidate's political party:
REPUBLICAN

Office sought (no acronyms or abbreviations):
CHARLOTTE COUNTY COMMISSION

Date of election: General Primary
AUGUST 20, 2024

Treasurer of candidate's authorized committee:

The undersigned represents that:

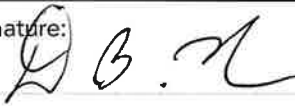

(1) the payment for the broadcast time requested has been furnished by (check one box below):

- the candidate listed above who is a legally qualified candidate, or
- the authorized committee of the legally qualified candidate listed above;

(2) this station is authorized to announce the time as paid for by such person or entity; and

(3) this station has disclosed its political advertising policies, including applicable classes and rates, discount, promotion 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.

Candidate/Committee/Agency	Station Representative
Signature: 	Signature: 
Name: <u>DAVID KESSELRING</u>	Name: <u>Kathy Lindan</u>
Date of Request to Purchase Ad Time: <u>5-9-24</u>	Date of Station Agreement to Sell Time: <u>5/9/24</u>

Federal Candidate Certification:

The undersigned hereby certifies that the broadcast matter to be aired pursuant to this disclosure either (1) does not refer to an opposing candidate or, if it does, (2) 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 or if 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.

Candidate/Authorized Committee/Agency

Signature:

Name:

Date:

TO BE COMPLETED BY STATION ONLY

Ad submitted to Station? Yes No Date ad received: 5/9/24

Note: Must have separate PB-19 Forms for each version of the ad (i.e., for every ad with differing copy).

Federal candidate certification signed (above): Yes No N/A

Disposition:

- Accepted
- Accepted IN PART (e.g., ad copy not yet received to determine sponsor ID)*
- Rejected – provide reason:

*Upload partially accepted form, then promptly upload updated final form when complete.

Date and nature of follow-ups, if any (e.g., insufficient sponsor ID tag):

Contract #:	Station Call Letters: <u>WENG</u>	Date Received/Requested: <u>5/9/24</u>
Est. #:	Station Location: <u>1355 34023 S. River Rd. Englewood FL</u>	Run Start and End Dates: <u>5/9/24</u>

Upload order, this form and invoice (or traffic system print-out) or other documents reflecting this transaction to the OPIF or use this space to document schedule of time purchased, when spots actually aired, the rates charged and the classes of time purchased or attach separately. If station will not upload the actual times spots aired until an invoice is generated, the name of a contact person who can provide that information immediately should be placed in the "Terms and Disclosures" folder in the OPIF.