

WJ/D  
622643

## AGREEMENT FORM FOR NON-CANDIDATE/ISSUE ADVERTISEMENTS

<b>Station and Location:</b>	<b>Date:</b>
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I, Margaret Reiser  
do hereby request station time concerning the following issue:

Issue 21
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Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks

This broadcast time will be used by: Citizens for Columbus State

**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).

<p><b>Does the programming (in whole or in part) communicate "a message relating to any political matter of national importance?"</b></p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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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):

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

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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):

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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):

Citizens for Columbus State  
174 E Long St, 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):

Donald J McTigue, Treasurer

**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 \_\_\_\_\_ before the time of the scheduled broadcasts.**

**TO BE SIGNED BY ISSUE ADVERTISER (SPONSOR)**

2/4/20                      Margaret Quinn                      216-261-3737  
Date                                      Signature                                      Contact Phone Number

**TO BE SIGNED BY STATION REPRESENTATIVE**

**Accepted**                       **Accepted in Part**                       **Rejected**  
[Signature]                      Kaeanne Ellis                      SJMS  
Signature                                      Printed Name                                      Title

### AGREED UPON SCHEDULE

For All Issue Advertisements That Communicate a Message Relating to Any Political Matter of National Importance

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

**Attach proposed schedule with charges (if available):**

### AFTER AIRING OF BROADCASTS:

Attach invoices or Schedule Run Summary to this Form showing:

- (1) actual air time and charges for each spot;
- (2) the date(s), exact time(s) and reason(s) for Make-Good(s), if any; and
- (3) the amount of rebates given (identify exact date, time, class of broadcast and dollar amount for each rebate), if any.

**Note:** Because the FCC requires that the political file contain the actual time the rate for spots “communicating a political matter of national importance” air, that information should be included in the file as soon as possible. If that information is only generated monthly, the file should include the name of a contact person who can provide the times that and rates for specific spots aired. The FCC’s online political files include a folder for “Terms and Disclosures.” NAB suggests that, for stations subject to the online public file rule, the names of contact person(s) be placed in that folder.

## Issue Advertising Supplement to NAB PB-18

This form is to be completed every time a request is made to purchase broadcast time for any issue advertising that communicates a message relating to any political matter of national or local importance (e.g., ballot or legislative issues of public importance).

This form must be placed in the station's local public inspection file together with the NAB PB-18 Agreement Form for Non-Candidate/Issue Advertisements and retained for two years, except in the case of local issue advertising.

Date of Request: 2/21/20 Time: 1:20pm

Issue Referred to: Issue 21 - Columbus State Community College

Name of Purchasing Organization: Citizens for Columbus State

Purchaser Address: 174 E. Long St., Columbus, OH 43215

Purchaser Telephone: 614-448-6330

Purchaser Representative: Burges - Burges Strategists

Board of Directors/CEO/Officers (List Separately):

Donald J. McTigue - Treasurer

Terri Gehr - Exec. Chair

Name of Agency: Burges - Burges Strategists

Agency Representative: Margaret Reiser

Information Requested: \_\_\_\_\_

Received By: \_\_\_\_\_

Public File Date Prepared By: \_\_\_\_\_

Rates Charged for Spot: \_\_\_\_\_

Class of Time: \_\_\_\_\_

Schedule Details (attach order and broadcast contract): \_\_\_\_\_

**Radio Order**

Market: Columbus, OH  
 Vendor: WJYD  
 Station Rep: Raeanne Ellis  
 Phone: (614) 458-9539  
 Email: rellis@radio-one.com  
 Campaign Remarks:

**Columbus State Community College**

Campaign: Citizens for CSCC - Levy March 2020  
 Radio (\$40K, 4W) Last Weeks  
 Flight Dates: 03/02/2020 to 03/17/2020  
 Contract No.: 14020192331-121656  
 Rev. No.: 0

**Burges & Burges Strategists**

Buyer: Margaret Reiser  
 mreiser@burgessandburgers.com  
 Job No: 2020\_4 - Issue Campaign

Item	Days	Times	DP/LEN	Call	Program Title	Rate/Total	Mar 02	Mar 09	Mar 16	Spots
1	MTWTF	0600A-1000A	AW/30	WJYD	Issue Rates	30.00 390.00	5	6	2	13
Comments: 1x 3/16 & 1x 3/17										
2	MTWRF	1000A-0300P	MD/30	WJYD	Issue Rates	30.00 390.00	5	6	2	13
Comments: 1x 3/16 & 1x 3/17										
3	MTWRF	0300P-0700P	PM/30	WJYD	Issue Rates	35.00 455.00	5	6	2	13
Comments: 1x 3/16 & 1x 3/17										
4	Sa	0600A-1000A	WE/30	WJYD	Issue Rates	18.00 54.00	1	2	0	3
5	Sa	1000A-0300P	WE/30	WJYD	Issue Rates	40.00 80.00	1	1	0	2
6	Sa	0300P-0700P	WE/30	WJYD	Issue Rates	40.00 80.00	1	1	0	2
7	Su	1000A-0300P	WE/30	WJYD	Issue Rates	55.00 220.00	2	2	0	4
8	Su	0300P-0700P	WE/30	WJYD	Issue Rates	55.00 110.00	1	1	0	2
Total Spots:							21	25	6	52

Month	Spots	Gross	Net
Mar-2020	52	\$1,779.00	\$1,512.15
<b>Totals</b>	<b>52</b>	<b>\$1,779.00</b>	<b>\$1,512.15</b>

Comments:

Traffic:

Please confirm receipt and acceptance of this order by emailing designated buyer. Thank you.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**Burges & Burges Strategists**  
**BURGES & BURGES STRATEGISTS**  
 26100 Lake Shore Blvd.  
 Cleveland, OH 44132  
 (216) 261-3737

**Buyer**  
 Margaret Reiser  
 mreiser@burgesandburges.com  
 (216) 261-3737

Created On: 2020-02-21 10:51:19



**BURGES & BURGES**  
 S T R A T E G I S T S

# CONTRACT



**WJYD-FM**  
**350 E. 1st Ave**  
**Suite 100**  
**Columbus, OH 43201**  
**USA**  
**(614) 487-1444**

<u>Contract / Revision</u> 622643 /		<u>Alt Order #</u>
<u>Advertiser</u> Citizens for CSCC Levy		<u>Original Date / Revision</u> 02/24/20 / 02/24/20
<u>Contract Dates</u> 03/02/20 - 03/17/20	<u>Estimate #</u> 14020192331 - 121656	
<u>Product</u> Citizens for CSCC - Levy March 2020		
<u>Billing Cycle</u> EOM/EOC	<u>Billing Calendar</u> Calendar	<u>Cash/Trade</u> Cash
<u>Property</u> WJYD-FM	<u>Account Executive</u> Raeanne Ellis	<u>Sales Office</u> Local Columbus
<u>Special Handling</u>		
<u>Demographic</u> Adults 18+		
<u>Agency Ref</u>	<u>Advertiser Code</u>	<u>Product 1/2</u>
<u>Agency Ref</u>		<u>Advertiser Ref</u>

And:

**Burges and Burges**  
**Attention: Margaret Reiser**  
**26100 Lakeshore Blvd**  
**Euclid, OH 44132**

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
N 1	WJYD	03/02/20	03/13/20	M-F	6-10a		:30			NM	11	\$330.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	03/02/20	03/08/20	MTWTF--				5	\$30.00			
	Week:	03/09/20	03/15/20	MTWTF--				6	\$30.00			
N 2	WJYD	03/16/20	03/17/20	M-F	6-10a		:30			NM	2	\$60.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	03/16/20	03/22/20	11-----				2	\$30.00			
N 3	WJYD	03/16/20	03/17/20	M-F	10a-3p		:30			NM	2	\$60.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	03/16/20	03/22/20	11-----				2	\$30.00			
N 4	WJYD	03/16/20	03/17/20	M-F	3-7p		:30			NM	2	\$70.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	03/16/20	03/22/20	11-----				2	\$35.00			
N 5	WJYD	03/02/20	03/13/20	M-F	10a-3p		:30			NM	11	\$330.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	03/02/20	03/08/20	MTWTF--				5	\$30.00			
	Week:	03/09/20	03/15/20	MTWTF--				6	\$30.00			
N 6	WJYD	03/02/20	03/13/20	M-F	3-7p		:30			NM	11	\$385.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	03/02/20	03/08/20	MTWTF--				5	\$35.00			
	Week:	03/09/20	03/15/20	MTWTF--				6	\$35.00			
N 7	WJYD	03/07/20	03/14/20	Sa	6-10a		:30			NM	3	\$54.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	03/02/20	03/08/20	-----1-				1	\$18.00			
	Week:	03/09/20	03/15/20	-----2-				2	\$18.00			
N 8	WJYD	03/07/20	03/14/20	Sa	10a-3p		:30			NM	2	\$80.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	03/02/20	03/08/20	-----1-				1	\$40.00			
	Week:	03/09/20	03/15/20	-----1-				1	\$40.00			
N 9	WJYD	03/07/20	03/14/20	Sa	3-7p		:30			NM	2	\$80.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	03/02/20	03/08/20	-----1-				1	\$40.00			
	Week:	03/09/20	03/15/20	-----1-				1	\$40.00			
N 10	WJYD	03/08/20	03/15/20	Su	10a-3p		:30			NM	4	\$220.00

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

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. Station will not be bound by conditions, printed or otherwise contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Two week advance cancellation notice is required unless otherwise specified.



**WJYD-FM**  
**350 E. 1st Ave**  
**Suite 100**  
**Columbus, OH 43201**  
**USA**  
**(614) 487-1444**

<u>Contract / Revision</u> 622643 /	<u>Alt Order #</u>
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<u>Advertiser</u> Citizens for CSCC Levy	<u>Original Date / Revision</u> 02/24/20 / 02/24/20
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<u>Contract Dates</u> 03/02/20 - 03/17/20	<u>Product</u> Citizens for CSCC - Levy	<u>Estimate #</u> 14020192331 - 121656
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*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		03/02/20	03/08/20	-----2				2	\$55.00			
Week:		03/09/20	03/15/20	-----2				2	\$55.00			
N 11	WJYD	03/08/20	03/15/20	Su	3p-7p		:30			NM	2	\$110.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		03/02/20	03/08/20	-----1				1	\$55.00			
Week:		03/09/20	03/15/20	-----1				1	\$55.00			
<b>Totals</b>											<b>52</b>	<b>\$1,779.00</b>

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
03/01/20 - 03/17/20	52	\$1,779.00	(\$266.85)	\$1,512.15
<b>Totals</b>	<b>52</b>	<b>\$1,779.00</b>	<b>(\$266.85)</b>	<b>\$1,512.15</b>

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

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

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. Station will not be bound by conditions, printed or otherwise contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Two week advance cancellation notice is required unless otherwise specified.

## TERMS AND CONDITIONS-STANDARD SALES AGREEMENT

### 1. BILLING AND PAYMENT.

- a. The station identified on the accompanying document ("Station") will bill the Advertiser or Agency, as applicable, using the standard broadcast month, unless otherwise provided thereupon.
- b. Payment is due by Advertiser or Agency within 30 days of the billing date as set forth on the invoice. Station may require payment from any advertiser, including any political or issue advertisers, that (i) is newly established or have been established only for a limited or temporary time or purpose; (ii) does not routinely or regularly advertise with Station; (iii) has an uncertain credit history or (iv) has an unstable financial condition. If credit is extended, accounts that become past due may have credit revoked. In addition, Advertiser or Agency agrees to pay late fees equal to an interest rate equal to the prime rate plus 10% compounded monthly on past due amounts, which shall be paid in addition to amounts paid for advertising. Further Advertiser or Agency agrees to pay collection fees and reasonable attorney fees and such fees shall be payable as liquidated damages in that amount equal to the greater of 30% of the total amount of fees invoiced for advertising services and applicable late fees due or actual collection and attorney's fees due.
- c. Invoices shall contain dates, advertiser, time and length of commercial announcement and/or size of website advertisement, cost and, if commercial code identifying each commercial announcement and/or website advertisement is requested in advance and supplied by the Advertiser or Agency, such code for each commercial announcement and/or website advertisement.
- d. The Station warrants that all information shown on an invoice was taken from the commercial and/or website advertisement record produced and maintained at the Station, and will be made available, as will other records adequate to verify performance of conditions of sale, upon reasonable request, for inspection by the Advertiser or Agency for a period of 3 months from the month of broadcast or from the impended schedule of website advertising. This invoice shall evidence proof of performance.
- e. The Station grants credit based on joint and several liability. Notwithstanding to whom bills are rendered, Advertiser, Agency and any service used by either Advertiser or Agency for the purposes of performing media buying or similar services, and/or paying such invoices ("Service"), jointly and severally shall remain fully obligated to pay to the Station the amount of any bills rendered by the Station within the time specified and until payment in full is received by the Station. **Payment by Advertiser to Agency or to Service or payment by Agency to Service shall not constitute payment to the Station.**

### 2. TERMINATION.

- a. Unless otherwise specified on the accompanying document, either party may terminate this Agreement, without cause, upon giving the other party at least 14 days prior notice (or where this Agreement covers sponsorship or partial sponsorship of program(s), upon at least 28 days prior notice). Notwithstanding the foregoing, Advertiser or Agency may not terminate any contracts of two consecutive weeks or less. If Advertiser or Agency so terminates this Agreement, all unpaid accrued charges hereunder shall immediately become due and payable.
- b. The Station may, effective upon notice to Advertiser or Agency, terminate this Agreement at any time (i) upon material breach by Advertiser or Agency, or (ii) if Advertiser's or Agency's, credit, in the sole discretion of the Station, is impaired. For the avoidance of doubt, any violation of applicable law by Advertiser or Agency automatically constitutes a material breach by Advertiser or Agency subject to immediate termination hereunder. If the Station terminates this Agreement pursuant to this Section 2(b), all unpaid accrued charges hereunder shall immediately become due and payable and Advertiser or Agency shall also pay, as liquidated damages, a sum equal to that which Advertiser or Agency would have been obligated to pay hereunder.
- c. Advertiser or Agency may, effective upon notice to the Station, terminate this Agreement at any time upon material breach by the Station. Upon termination pursuant to this Section 2(b), the Station shall pay as liquidated damages, a sum equal to the lesser of the following: (i) the actual noncancelable out-of-pocket costs necessarily incurred by Advertiser or Agency through the date of such termination; or (ii) One Hundred Dollars (\$100.00).

### 3. OMISSION OF BROADCAST AND WEBSITE ADVERTISEMENT.

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or government order, mechanical or computer breakdown or any other cause beyond the Station's reasonable control, the Station fails to broadcast any or all of the announcement(s) to be broadcast hereunder, or the Station fails to impend any or all of the advertising scheduled on the Station website advertisements to be impended hereunder, the Station shall not be in breach hereof, but Advertiser or Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast and/or impended website advertising schedule is made, a later broadcast and/or website advertisement shall be made at a reasonably satisfactory substitute date and time, and if no such time is available the time charges allocable to the omitted broadcast and/or website advertisement shall be waived; or (ii) if a material part, but not all, of a scheduled broadcast and/or website advertising schedule is omitted, the time charges relating hereto shall be appropriately reduced. The foregoing shall not deprive Advertiser or Agency of benefit of discounts which it would have earned hereunder if the broadcast and/or website advertising schedule had been made in its entirety.

### 4. PREEMPTIONS.

The Station shall have the right to cancel any broadcast and/or website advertising schedule or portion thereof covered by this Agreement in order to broadcast any announcements, and/or in order to promote on the Station website advertisements, announcements, programs or events which, in its sole discretion, the Station deems to be of public interest or significance or for any other reason the Station deems necessary, and Station shall not be in breach hereof. The Station will notify Advertiser or Agency of such cancellation as promptly as reasonably possible. The Station will determine in its sole discretion whether to provide Advertiser or Agency with another broadcast announcement and/or website advertisement at a reasonably satisfactory substitute date and time ("Makegood"). In the event that Station does not provide such Makegood, Advertiser or Agency shall not be invoiced for charges allocable to missed broadcast announcement and/or website advertisement and any such preempted broadcast announcements and/or website advertisements shall not affect the rates, discounts or rights provided under this Agreement.

### 5. RATE PROTECTION.

The Station reserves the right at any time(s) to change the rates, discounts, or charges hereunder.

### 6. AGENCY MATERIAL.

All commercial materials and/or website advertising materials (and when so specified on the accompanying document, all program materials including talent) shall be furnished by Advertiser or Agency and delivered to the Station at Advertiser's or Agency's sole cost and expense. Advertiser or Agency shall deliver all materials no later than 24 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast, except in the case of website advertisements or announcements requiring Station-produced elements, which shall be delivered at least 48 hours in advance of such start date. Except with respect to qualified political advertisements, all materials furnished by Advertiser or Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to the Station's prior approval and continuing right to reject or to cause Advertiser or Agency to edit such materials. The Station will not be liable for loss or damage to Advertiser or Agency's material. If Advertiser or Agency requests within 30 days of last broadcast and/or website advertising schedule hereunder, the Station will at Advertiser or Agency expense, return Advertiser or Agency material to Advertiser or Agency. If Advertiser or Agency does not so request, the Station has the right to dispose of Advertiser or Agency material at any time after 30 days following the last broadcast and/or website advertising schedule hereunder.

### 7. POLITICAL AND ISSUE ADVERTISING.

All political and issue advertisement must comply with the sponsorship identification requirements of §317 of the Communications Act and §73.1212 of the FEC's rules. The station reserves the right to insert such sponsorship identification into any advertisement that fails to include the requisite identification even if the insertion of the identification causes a portion of the advertisement to be deleted. For a federal candidate to receive the lowest unit charge for the class of time purchased, all ads that refer to opposing candidates must contain a statement that is read by the candidate which identifies the candidate and the office the candidate is seeking, and states that the candidate approved the broadcast. A digital political or issue advertisement must clearly state (i) that it is a "paid political advertisement," (ii) the political affiliation of a candidate for partisan office; (iii) by whom the advertisement was paid; and (iv) by whom the advertisement was authorized. In the event that the advertisement is not authorized by the candidate, his or her authorized political committee, or its agents, the advertisement must clearly state that it is not authorized by any candidate or candidate's committee and must include the name and residence address of the individual responsible for the advertise. In no event may a political advertisement imply the incumbency of a candidate who is not in fact the incumbent. Payment for all issue advertising must be paid cash in advance.

### 8. INDEMNIFICATION.

Advertiser is solely responsible for the content of its advertisements, including all political or issue advertisements. Advertiser represents and warrants that it has all necessary rights to or included in the advertising including but not limited to all broadcast, analog, digital, performance or syndication rights and in no way of any nature whatsoever is Advertiser relying on any rights of station or its affiliates to any intellectual property or use rights. Advertiser and/or Agency will indemnify and hold harmless the Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from (i) the broadcast, simulcast, internet streaming and/or running of any website advertising schedule, preparation for broadcast and/or website advertisement. (ii) the contemplated broadcast, simulcast, internet streaming and/or impended website advertisement of materials furnished by or on behalf of Advertiser or Agency or furnished by the Station at Advertiser's or Agency's request for use in connection with Advertiser's or Agency's commercial material or (iii) any failure of Advertiser or Agency to comply with its obligations under these terms and conditions. Such indemnification obligation of Advertiser and/or Agency shall include, but not limited to, claims for shall defamation or infringement of any intellectual property rights of any third party. The Station shall properly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

### 9. GENERAL.

- a. The Station will broadcast the announcements, and impend the website advertisements, and programs covered by this Agreement on the dates at the approximate hourly times provided on the accompanying document. Station may also, at its sole discretion, broadcast the announcements and/or impend the website advertisements hereunder on its associate FM and AM transmitter and the Internet.
- b. If this Agreement is with a recognized advertising agency, a commission not to exceed 15% will be allowed on all time charges unless otherwise provided on the accompanying document and provided that the Station's bills are paid when due. Nothing herein contained relating to the payment of billings by Advertiser or Agency shall be construed as to relieve Advertiser or Agency of or diminish Advertiser or Agency's liability for breach of its obligations hereunder. If this Agreement is with a Service, all references herein to Agency shall apply to the media buying service.
- c. Neither the Advertiser nor Agency shall assign this Agreement except Agency may assign to another agency which succeeds its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may upon notice to the Station change its agency and only the successor agency shall be entitled to commissions if any, on billings for broadcasts and/or website advertisements thereafter. The Station is not required to broadcast or impend website advertising hereunder for the benefit of any person other than Advertiser, or for a product or service other than named on the accompanying document.
- d. Neither party will disclose to any person or entity, directly or indirectly, without the prior approval of the other party (i) the terms of this Agreement, or (ii) any other non-public information relating to the other party obtained by virtue of this Agreement or the transactions contemplated by this Agreement, except on a confidential basis to its business, legal and financial advisors or as is required to be disclosed under applicable law or by legal process.
- e. The 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 or ethnicity. Advertiser hereby certifies that it is not buying broadcasting air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on

particular stations on the basis of race or ethnicity.

f. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

g. THE STATION AND ITS PARENT AND/OR SUBSIDIARIES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE STATION OR ITS REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

h. This Agreement contains the entire understanding between the parties, cannot be modified or terminated orally, and shall be construed in accordance with the laws of the jurisdiction in which the Station is located. When there is any inconsistency between these standard conditions and a provision on the accompanying document, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Par. 4) shall be in writing given only by prepaid overnight delivery or mail, addressed to the other party at the address on the accompanying document, and shall be deemed given on the date of dispatch.