



# Political Broadcast Agreement Form for Non-Candidate/Issue Advertisements (PB-19)



## Political Broadcast Agreement Form for Non-Candidate/Issue Advertisements (PB-19)

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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](http://education.nab.org).

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

## ISSUE (Non-candidate) ADVERTISEMENT AGREEMENT FORM

I, Tyler Williams, hereby request station time as follows: See Order for proposed schedule and charges. See Invoice for actual schedule and charges.

### Check one:

☒ Ad "communicates a message relating to any political matter of national importance" by referring to (1) a legally qualified candidate for federal office; (2) an election to federal office; (3) a national legislative issue of public importance (e.g., health care legislation, IRS tax code, etc.); or (4) a political issue that is the subject of controversy or discussion at the national level.

☐ Ad does NOT communicate a message relating to any political matter of national importance (e.g., relates only to a state or local issue).

### ALL QUESTIONS/BLOCKS MUST BE COMPLETED

Station time requested by: Tyler Williams

Agency name: FreedomWorks Inc

Address: 111 K St. NE Suite 600 Washington D.C. 20002

Contact: Tyler Williams Phone number: 202-942-7632 Email: twilliams@freedomworks.org

Name of advertiser/sponsor (list entity's full legal name as disclosed to the Federal Election Commission [for federal committees] with no acronyms; name must match the sponsorship ID in ad):

Name: FreedomWorks Inc

Address: 111 K St. NE Suite 600 Washington D.C. 20002

Contact: Tyler Williams Phone number: 202-783-3870 Email: twilliams@freedomworks.org

Station is authorized to announce the time as paid for by such person or entity.

List ALL of the chief executive officers or members of the executive committee or board of directors or other governing group(s) of the advertiser/sponsor (Use separate page if necessary.):

By signing below, advertiser/sponsor represents that those listed above are the only executive officers, members of the executive committee and board of directors or other governing group(s).

If ad refers to a federal candidate(s) or federal election, list ALL of the following: ☐ N/A

Name(s) of every candidate referred to: Alexandria Ocasio-Cortez, Bernie Sanders

Office(s) sought by such candidate(s) (no acronyms or abbreviations): Member of the House of Representatives and President of the United States

Date of election: November 3rd, 2020

Clearly identify EVERY political matter of national importance referred to in the ad (no acronyms); use separate page if necessary: ☐ N/A

Bills to ban hydraulic fracking in the United States, S.3247 and H.R.5857

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

The advertiser/sponsor agrees to indemnify and hold harmless the station for any damages or liability, including reasonable attorney's fees, which may arise from the broadcast of the above-requested advertisement(s). For the above-requested ad(s), the advertiser/sponsor also agrees to prepare a script, transcript or tape, which will be delivered to the station by the log deadlines outlined in the station's disclosure statement.

Advertiser/Sponsor	Station Representative
Signature: Tyler Williams <small>Digitally signed by Tyler Williams Date: 2020.02.28 11:55:05 -05'00'</small>	Signature: <i>C. Kline</i>
Name: Tyler Williams	Name: Courtney Kline
Date of Request to Purchase Ad Time:	Date of Station Agreement to Sell Time: 2/28/20

**TO BE COMPLETED BY STATION ONLY**

Ad submitted to station? ☐ Yes ☐ No Date ad received: \_\_\_\_\_

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

If only one officer, executive committee member or director is listed above, station should ask the advertiser/sponsor in writing if there are any other officers, executive committee members or directors, maintain records of inquiry and update this form if additional officers, members or directors are provided.

Disposition:

☐ Accepted

☐ Accepted IN PART (e.g., ad not received to determine content)\*

☐ Rejected – provide reason (optional): \_\_\_\_\_

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

Date and nature of follow-ups, if any: \_\_\_\_\_

Contract #:	Station Call Letters:	Date Received/Requested:
Est. #:	Station Location:	Run Start and End Dates:

**For national issue ads only (not required for state/local issue ads):**

Upload order, this disclosure form and invoice (or traffic system print-out) or other material 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 (including date, time, class of time and reasons for any make-goods or rebates) 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.

FreedomWorks Inc - Officers and Directors

Ted Abram  
111 K Street, NE # 600  
Washington, DC 20002

Mary Albaugh  
111 K Street, NE # 600  
Washington, DC 20002

Paul Beckner  
111 K Street, NE # 600  
Washington, DC 20002

Adam Brandon  
111 K Street, NE # 600  
Washington, DC 20002

Joan Carter  
111 K Street, NE # 600  
Washington, DC 20002

Tom Knudsen  
111 K Street, NE #600  
Washington, DC

Rob Lansing  
111 K Street, NE # 600  
Washington, DC 20002

Stephen Modzelewski  
111 K Street, NE # 600  
Washington, DC 20002

Frank Sands, Sr.  
111 K Street, NE # 600  
Washington, DC 20002

Richard Stephenson  
111 K Street, NE # 600  
Washington, DC 20002

Officers

Chairman:

Joan Carter

Vice-Chairman:

Betsy Albaugh

Secretary (non-board member):

Cleta Mitchell

Treasurer:

Betsy Albaugh

Assistant Treasurer:

Parissa Sedghi



Rebecca Hagelin  
Attn: Rebecca Hagelin  
Rebecca Hagelin Marketing & Communication  
PO Box 493  
Placida, FL 33946

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## ## V

## Contract Revision

Contract Revision												
Advertiser	Product		Shapiro Radio 2020		Date	2/5/20	Time	4:13:33PM	Start	2/3/20	End	9/6/20
Freedom Works												
Salesperson	Salesperson Phone #		P12+, A18+		Demos							
Tim Warbington												
Sales Office	Agency Phone #		(703)915-7288		Sp19 Sept 2019 DP_v1							
Atlanta												

[illegible]

\*Note: Avg Aud and Gross Impressions are shown in thousands





Rebecca Hagelin  
Attn: Rebecca Hagelin  
Rebecca Hagelin Marketing & Communicatio  
PO Box 493  
Placida, FL 33946

Contract Revision

Contract Revision										Order #	184731																		
										Ver #	1																		
										Rev #	1																		
										# Wks	29/31																		
										Page #	2																		
Advertiser										Product		Shapiro Radio 2020		Date		2/5/20		Time		4:13:33PM		Start		2/3/20		End		9/6/20	
Salesperson										Salesperson Phone #										Demos									
Tim Warbington																				P12+, A18+									
Sales Office										Agency Phone #										Survey									
Atlanta										(703)915-7288										Sp19 Sept 2019 DP_v1									

Line #	Vehicle	Days & Times	Mar 30	Apr 6	Apr 13	Apr 20	Apr 27	May 4	May 11	May 18	May 25	Jun 1	Jun 8	Jun 15	Jun 22	Total Units	Len	Avg Rtg	Avg GRP	Avg Aud*	Gross Imp*	% Dist
1	The Ben Shapiro Show 2HR (grp) LIVE	Live Feed	3	3	3	3	3	3	3	3	3	3	3	3	3	39	60	0.1	4.2	302.5	11797.5	44.8
Total Units			3	3	3	3	3	3	3	3	3	3	3	3	3	39			4.2			
Total GRPs			0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3							

\*Note: Avg Aud and Gross Impressions are shown in thousands







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Contract Revision

Contract Revision						Advertiser		Product		Shapiro Radio 2020		Date		2/5/20		4:13:33PM		Time		2/3/20		Start		End	
Order #		184731		Ver #		1		Rev #		1		# Wks		29/31		Page #		3							
Salesperson		Tim Warbington		Salesperson Phone #		P12+, A18+		Demos				Sales Office		Atlanta		Agency Phone #		(703)915-7288		Sp19 Sept 2019 DP_v1		Survey			

Line #	Vehicle	Days & Times	Live Feed	The Ben Shapiro Show 2HR (grp) LIVE	Total GRPs	Total Units
1		Jun 29 Jul 6 Jul 13 Jul 20 Jul 27 Aug 3 Aug 10 Aug 17 Aug 24 Aug 31 Sep 7 Sep 14 Sep 21	3 3 3 3 3 3 3 3 3 3 3 0.0 0.0 0.0	0.0 0.3 0.3 0.3 0.3 0.3 0.3 0.3 0.3 0.3 0.3 0.0 0.0 0.0	0.0 0.3 0.3 0.3 0.3 0.3 0.3 0.3 0.3 0.3 0.3 0.0 0.0 0.0	27 3 3 3 3 3 3 3 3 3 3 0.0 0.0 0.0
		Avg	Rtg	GRP	Avg	Gross
		2.9	0.1	2.9	302.5	8167.5
		27	60			31.0
		Total Units	Len			% Dist

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Contract Revision

Order #	184731	Ver #	1	Rev #	1	# Wks	29/31	Page #	1	
Advertiser	Freedom Works	Product	Shapiro Radio 2020							
Salesperson	Tim Warbington	Salesperson Phone #								
Sales Office	Atlanta	Agency Phone #	(703)915-7288							
Demos			Date	2/5/20	Time	4:13:33PM	Start	2/3/20	End	9/6/20
P12+, A18+			Sp19 Sept 2019 DP_v1							
Survey										

Line #	Vehicle	Days & Times	Jun 29	Jul 6	Jul 13	Jul 20	Jul 27	Aug 3	Aug 10	Aug 17	Aug 24	Aug 31	Sep 7	Sep 14	Sep 21	Total Units	Len	Avg Rtg	GRP	Avg Aud*	Gross Imp*	% Dist
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\*Note: Avg Aud and Gross Impressions are shown in thousands





Contract Summary Revision

Contract Summary Revision										Advertiser		Freedom Works		Product		Shapiro Radio 2020		Date		2/5/20		Time		4:13:33PM		Start		2/3/20		End		9/6/20	
Order #		184731		Ver #		1		Rev #		1		# Wks		29/31		Page #		1															
Salesperson		Tim Warbington		Salesperson Phone #				Demos		P12+, A18+		Agency Phone #		(703)915-7288		Survey		Sp19 Sept 2019 DP v1															
Sales Office		Atlanta																															

Rebecca Hagelein  
Attn: Rebecca Hagelein  
PO Box 493  
Placida, FL 33946

Vehicle	Total Units	Gross	GRP	CPP	Gross Impressions*	CPM	Distr %	Surveys
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Agency represents and warrants it has the authority to make this purchase on behalf of the Advertiser listed on this order ("Advertiser") and accordingly, is responsible for prompt payment of all amounts due under this IO to WWO upon receipt of such payments from Advertiser. If Advertiser is more than 30 days overdue in paying Agency, Agency shall promptly inform Westwood One ("WWO") who shall have the right to contact Advertiser directly for payment. If payment in full has not been received from either Agency or Advertiser within 120 days of the due date, WWO reserves the right to impose interest equal to ten percent (10%) per annum on any overdue amount from the original due date until full payment is received by WWO. Agency and/or Advertiser, as applicable, shall be liable for all costs and expenses incurred by WWO in its collection efforts for amounts overdue by 120 days or more, including without limitation, attorney's fees and filing fees. If Agency fails to remit to WWO amounts Agency receives from the Advertiser, the principal owners of the Agency shall be personally liable for such unpaid amounts.

This Agreement shall, irrespective of the place of execution, be deemed to be a contract entered into and to be performed in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York without regard to any choice of law or conflicts of law principles. With respect to any dispute arising hereunder or any action, suit, or proceeding relating to this Agreement, Agency and/or Advertiser, as applicable, shall be subject to the exclusive jurisdiction of the Federal District Court for the Southern District of New York and the Courts of the State of New York in New York County and the Agency, on behalf of itself and Advertiser, waives any objection of venue in any of the aforesaid courts or any right to claim that any such court constitutes an inconvenient forum.

Ordering the inventory listed herein is your consent to these terms and conditions which shall supersede any other writing, understanding or document related to the subject matter hereof. WESTWOODONE IS AN AFFIRMATIVE ACTION EMPLOYER. NONDISCRIMINATION POLICY: Westwood One does not discriminate in advertising contracts on the basis of race or ethnicity, and will not accept any advertising which is intended to discriminate on the basis of race or ethnicity. Advertiser represents and warrants that Advertiser's purchase of advertising time from Westwood One is not intended to and will not discriminate on the basis of race or ethnicity.

Notwithstanding any other agreement to the contrary, Advertiser will indemnify, defend and hold Westwood One, its parent companies, subsidiaries, corporate affiliates and the directors, officers, employees, representatives, licensees and agents of the foregoing entities, harmless from and against any and all losses, liabilities, claims, damages and other expenses, including reasonable attorney's fees, arising out of third party claims relating to the commercials provided to Westwood One by Advertiser.

\*Note: Gross Impressions are shown in thousands



As some of you may have noticed the Democrats have gone completely insane.

It's not just their love of socialism or the fact that they want to trash America's economy, but it's the insane stuff they want to ban.

They want to ban everything from airplanes to plastic straws to red meat.

In fact, socialists Alexandria Ocasio-Cortez and Bernie Sanders are trying to ban hydraulic fracking in the United States, which would make it harder for countless Americans to heat their homes.

Thankfully, my friends over at FreedomWorks are fighting to stop them.

And if you'd like to help FreedomWorks do it please text Ben that's my name B E N to 4 1 4 9 0 and sign their petition right now.

If enacted AOC and Sanders' fracking ban would cause natural gas prices to spike by 400% and destroy over 14 million jobs.

To put that into perspective, their ban would cause more economic harm than the financial crisis, the housing bust, and the Great Recession combined.

That's why we've got to do everything we can to stop them.

And it's why I'm urging you to text BEN to 41490 and help FreedomWorks stop AOC and Sanders' assault on American energy by signing their petition today.