

# CANDIDATE ADVERTISEMENT AGREEMENT FORM

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

I, Barbara Higginbotham, hereby request station time as follows:

IDENTIFY CANDIDATE TYPE 

FEDERAL CANDIDATE

STATE OR LOCAL CANDIDATE

## ALL QUESTIONS/BLOCKS MUST BE COMPLETED

Candidate name:

Barbie Higginbotham

Authorized committee:

Agency requesting time (and contact information):

N/A

Candidate's political party:

Republican

Office sought (no acronyms or abbreviations):

Clerk of Court

Date of election:

Nov. 3, 2020

General

Primary

Treasurer of candidate's authorized committee:

Barbara Higginbotham

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:

Barbara Higginbotham

Name: Barbara Higginbotham

Date of Request to Purchase Ad Time: 9-18-2020

Signature:

Kevin Mangin

Name: Kevin Mangin

Date of Station Agreement to Sell Time: 9-18-20

**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: 9-18-20

**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 #: <u>1412 32570</u> | Station Call Letters: <u>WFL</u>       | Date Received/Requested: <u>9/18</u>       |
| Est. #:                       | Station Location: <u>Cross City FL</u> | Run Start and End Dates: <u>9/19-11-03</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.

ACKNOWLEDGMENT OF POLITICAL BROADCASTING POLICIES OF STATION(S)  
WTMG-FM, WHHZ-FM, WPLL-FM, WXJZ-FM, WDVH-AM, WRZN-AM, WTMN-AM

This will acknowledge receipt of "Information Concerning Political Advertising Policies of Station(s) WTMG-FM, WHHZ-FM, WPLL-FM, WXJZ-FM, WDVH-AM, WRZN-AM, WTMN-AM" ["WTMG-FM, WHHZ-FM, WPLL-FM, WXJZ-FM, WDVH-AM, WRZN-AM, WTMN-AM Political Policy"].

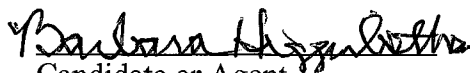
I agree that all purchases of advertising time on Station(s) WTMG-FM, WHHZ-FM, WPLL-FM, WXJZ-FM, WDVH-AM, WRZN-AM, WTMN-AM which I make by or on behalf of legally qualified political candidates will be made subject to this Acknowledgment and the Political Policy.

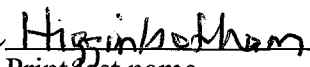
I acknowledge that I have been informed to my satisfaction concerning the classes of time which are available to advertisers, including without limitation every level of pre-emptibility; the chances of preemption for the various levels of pre-emptibility; the availability of discount packages and rotations, including the Station(s)'s willingness to negotiate combinations of time suitable to the needs of particular candidates; the Station(s)'s lowest unit charge and related privileges for each class of time; and the Station(s)'s policy with respect to make-goods.

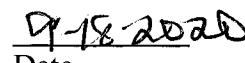
I recognize that the Federal Communications Commission ["FCC"] has asserted its exclusive jurisdiction under the Communications Act of 1934, as amended [the "Act"], with respect to all disputes concerning purchases of advertising time by or on behalf of legally qualified political candidates, specifically including all disputes concerning charges for candidates "uses" of Station(s) facilities. I acknowledge that all such disputes will therefore be governed exclusively by the Act, and the rules and policies of the FCC, and must be resolved exclusively before the FCC, subject to such judicial review as is provided for by the Act. In order to ensure that material necessary to resolution of such disputes is maintained, any such complaint should be filed with the FCC promptly.

For candidates: **I certify that all advertising purchased by me for broadcast on the Station(s) will include my recognizable voice or image. Unless I am a candidate for federal elective office, I agree to indemnify and hold the Station(s) harmless from and against any and all damages and liability, including reasonable attorneys' fee, which may be assessed against the Station(s) as the result of its broadcast of advertising not involving a "use" by me which I purchase.**

If I am an agent acting on behalf of a candidate, I certify that I have made full disclosure to the candidate of the information provided to me by the Station(s) concerning its political advertising policies, and, if not, that I have been specifically authorized by the candidate to purchase advertising time on the Station(s) on his or her behalf without the need to make such full disclosure. **I further represent that all advertising, which I purchase on the candidate's behalf, will include the candidate's recognizable voice or image.** Unless I am acting on behalf of a candidate for federal elective office, I further represent that the candidate agrees to indemnify and hold the Station(s) harmless from and against any and all damages and liability, including reasonable attorney's fees, which may be assessed against the Station(s) as a result of its broadcast of advertising not involving a "use" by the candidate which I purchased on the candidate's behalf. I further represent that all candidates on whose behalf I purchase time to agree to the terms authorize me and conditions set forth herein.

  
Candidate or Agent

  
Print last name

  
Date

# Sales Order

Station: WPLL-FM Buyer: \_\_\_\_\_  
 Contract Name: Barbie CoC Campaign Tax Schedule: \_\_\_\_\_ (None)  
 Contract#: \_\_\_\_\_ 14232570 Agency Commission %: 0  
 Start Date: 9/19/20 End Date: 11/03/20 Billing Cycle: Calendar  
 Revenue Type: POLITICAL LOCAL Type: Cash Salesperson: 1407kbal Comm %: 16  
 Advertiser: BARBARA HIGGINBOTHAM DIXIE CO Makegood Policy: Within Contract Dates  
 Address: 1367 NE 188th AVE  
 City: OLD TOWN State: FL Zip: 32680  
 Phone: (352) 538-7847  
 Product Name: Barbie CoC Campaign  
 Competitive Code: POLITICAL LOCAL

9/19 - 11/03

| No        | DATES    |          | Alt<br>wks | TIMES    |          | LEN | DISTRIBUTION |   |   |   |   |    |    |        |     |       | RATE | TOTALS   |   | PTY |
|-----------|----------|----------|------------|----------|----------|-----|--------------|---|---|---|---|----|----|--------|-----|-------|------|----------|---|-----|
|           | START    | END      |            | START    | END      |     | M            | T | W | T | F | SA | SU | Per Wk | D/W | SPOTS |      | \$\$     |   |     |
| 1         | 9/19/20  | 10/30/20 |            | 6:00 AM  | 7:00 PM  | 30  | 5            | 5 | 5 | 5 | 5 | 5  | 5  | 35     | D   | 10.00 | 210  | 2,100.00 | 4 |     |
| 2         | 11/03/20 | 11/03/20 |            | 6:00 AM  | 5:00 PM  | 30  |              | 5 |   |   |   |    |    | 5      | D   | 10.00 | 5    | 50.00    | 4 |     |
| 3         | 9/19/20  | 9/19/20  |            | 10:00 AM | 11:59 AM | 30  |              |   |   |   |   | 4  |    | 4      | D   | 25.00 | 4    | 100.00   | 2 |     |
| Swap Shop |          |          |            |          |          |     |              |   |   |   |   |    |    |        |     |       |      |          |   |     |
| 4         | 9/26/20  | 9/26/20  |            | 10:00 AM | 11:59 AM | 30  |              |   |   |   |   | 4  |    | 4      | D   | 25.00 | 4    | 100.00   | 2 |     |
| Swap Shop |          |          |            |          |          |     |              |   |   |   |   |    |    |        |     |       |      |          |   |     |
| 5         | 10/03/20 | 10/03/20 |            | 10:00 AM | 11:59 AM | 30  |              |   |   |   |   | 4  |    | 4      | D   | 25.00 | 4    | 100.00   | 2 |     |
| Swap Shop |          |          |            |          |          |     |              |   |   |   |   |    |    |        |     |       |      |          |   |     |
| 6         | 10/10/20 | 10/10/20 |            | 10:00 AM | 11:59 AM | 30  |              |   |   |   |   | 4  |    | 4      | D   | 25.00 | 4    | 100.00   | 2 |     |
| Swap Shop |          |          |            |          |          |     |              |   |   |   |   |    |    |        |     |       |      |          |   |     |
| 7         | 10/17/20 | 10/17/20 |            | 10:00 AM | 11:59 AM | 30  |              |   |   |   |   | 4  |    | 4      | D   | 25.00 | 4    | 100.00   | 2 |     |
| Swap Shop |          |          |            |          |          |     |              |   |   |   |   |    |    |        |     |       |      |          |   |     |
| 8         | 10/24/20 | 10/24/20 |            | 10:00 AM | 11:59 AM | 30  |              |   |   |   |   | 4  |    | 4      | D   | 25.00 | 4    | 100.00   | 2 |     |
| Swap Shop |          |          |            |          |          |     |              |   |   |   |   |    |    |        |     |       |      |          |   |     |
| 9         | 10/31/20 | 10/31/20 |            | 10:00 AM | 11:59 AM | 30  |              |   |   |   |   | 4  |    | 4      | D   | 25.00 | 4    | 100.00   | 2 |     |
| Swap Shop |          |          |            |          |          |     |              |   |   |   |   |    |    |        |     |       |      |          |   |     |
| 10        | 10/31/20 | 11/02/20 |            | 6:00 AM  | 7:00 PM  | 30  | 5            |   |   |   |   | 5  | 5  | 15     | D   | 0.00  | 15   | 0.00     | 4 |     |

Billing Projections: By Month

|    | Sep 20 | Oct 20   | Nov 20 |
|----|--------|----------|--------|
| CA | 800.00 | 2,000.00 | 50.00  |
| ST | 650.00 | 1,800.00 | 400.00 |