



Political Broadcast Agreement Form for Candidate 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](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).

ISSUE (Non-candidate) ADVERTISEMENT AGREEMENT FORM

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

Check one:

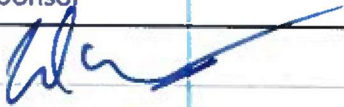
- Ad "communicates a message relating to any political matter of national importance" by referring to (1) a legally qualified candidate for federal office; (2) an election to federal office; (3) a national legislative issue of public importance (e.g., health care legislation, IRS tax code, etc.); or (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: <u>Neil Williams</u>		
Agency name: <u>Nebo Media</u>		
Address: <u>PO Box 9825 Arlington, VA 22219</u>		
Contact: <u>Neil Williams</u>	Phone number: <u>202 337 5700</u>	Email: <u>nwilliams@strategicmediaservices.com</u>
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: <u>American Action Network</u>		
Address: <u>1747 Pennsylvania Ave NW; 5th Floor; Washington, DC 20006</u>		
Contact: <u>Dan Conston</u>	Phone number: <u>202 706 7052</u>	Email: <u>nwilliams@strategicmediaservices.com</u>
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.):		
<u>Dan Conston - President</u>		
<u>Norm Coleman</u>		
<u>Tom Reynolds</u>		
<u>Vin Weber</u>		
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:		<input checked="" type="checkbox"/> N/A
Name(s) of every candidate referred to:		
Office(s) sought by such candidate(s) (no acronyms or abbreviations):		
Date of election:		
Clearly identify EVERY political matter of national importance referred to in the ad (no acronyms); use separate page if necessary:		<input type="checkbox"/> N/A
<u>Debt Ceiling</u>		

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: 		Signature: <i>Matthew Caruso</i>	06-06-2023
Name: Neil Williams		Name: Matthew Caruso	06-06-2023
Date of Request to Purchase Ad Time: 5/27/23		Date of Station Agreement to Sell Time:	06-06-2023

TO BE COMPLETED BY STATION ONLY

Ad submitted to station? Yes No Date ad received: _____

Note: Must have separate PB-19 forms 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: _____

*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.



Contract

Nebo Media

PO Box 9825
Arlington, VA 22219

Advertiser American Action Network		Product		Order # 206937	Ver # 2	Rev #	# Wks 2	Page # 1
Salesperson Blair Fischer		Salesperson Phone #		Date 6/5/23	Time 5:56:38PM		Start 6/5/23	End 6/18/23
Sales Office Chicago		Agency Phone #		Demos A50+, P12+				
				Survey Fa22 March 2023 DP_v1				

Line #	Vehicle	Days & Times	Mar 27	Apr 3	Apr 10	Apr 17	Apr 24	May 1	May 8	May 15	May 22	May 29	Jun 5	Jun 12	Jun 19	Total Units	Len	Avg Rtg	GRP	Avg Aud*	Gross Impr*	% Dist
1	The Dan Bongino Show	MF 12N-3P											1	2		3	30	0.3	0.9	376.3	1128.9	14.5
	Total GRPs		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.3	0.6	0.0							
2	CLS Mark Levin	MF 6A-12M											7	7		14	30	0.3	4.7	410.8	575.2	73.7
	Total GRPs		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.3	2.3	0.0							
7	WW The Chris Plante Show	MF 9A-12P											5	5		10	30	0.1	0.8	92.1	921.0	11.8
	Total GRPs		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.4	0.4	0.0							
Total Units																27			6.4	7801.1		
Total GRPs																						

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





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TERMS & CONDITIONS

1 CHANGES. If Agency/Advertiser changes the Order or Advertisement, Agency/Advertiser will request changes reasonably in advance. Any changes to be mutually agreed on a separate change order, attached to the Order ("Change Order"). Change Orders and/or any other mutually agreed changes whether or not there is a Change Order are incorporated into the Order, subject to these T&C.

2 PAYMENTS. Agency shall make all payments under this Order within 30 days after each invoice. Agency is responsible for payment of all amounts due under this Order. If Advertiser's payment is 30+ days overdue to Agency, Agency shall promptly inform WWO in writing. WWO will then have the right to contact Advertiser directly for payment. If WWO does not receive full payment from Agency or Advertiser within 120 days after due date, WWO has the right to impose 10%/annum interest on any overdue amount from the original due date until WWO receives full payment. Agency and/or Advertiser is responsible for all costs and expenses WWO incurs for collection of amounts overdue by 120+ days, including, without limitation, attorney & filing fees. If Agency fails to remit to WWO amounts Agency receives from the Advertiser, the principal owners of the Agency are personally responsible for such unpaid amounts. Except as prohibited, WWO has the right to impose a 2% admin fee on credit card payments.

3 ADVERTISEMENTS. Advertisements and all material Agency/Advertiser provides are subject to WWO's approval. WWO has the right to reject any Advertisement (or portion), including, without limitation, if WWO reasonably believes an Advertisement violates this Order, any law or regulation, or is of unsatisfactory quality. If WWO rejects any Advertisement (or portion), WWO shall notify Agency (typically within 2 business days) phone or email sufficient. If Agency/Advertiser does not provide a satisfactory Advertisement within 3 business days, then WWO has the right to substitute such Advertisement, with no penalty, liability, or additional obligation.

4 TERM. The start and end dates are on the Order. WWO has the right to terminate this Order upon written notice to Agency or Advertiser if Agency or Advertiser is in breach of this Order (including, without limitation, non-payment) and such breach is not cured within 10 days of receipt of notice of such breach.

5 REPS/WARRANTIES. Agency/Advertiser represents and warrants: (i) it has the authority to make this Order on behalf of Advertiser; (ii) the Advertisements (and all content in them) and WWO's/Stations' use of the Advertisements will not violate or infringe any third-party rights, including, without limitation, copyright, trademark, trade secret, patent, and the rights of privacy and publicity; and (iii) the Advertisements comply with all applicable laws, regs, and ordinances.

6 INDEMNIFICATION. Agency and Advertiser shall indemnify, defend, and hold harmless WWO and its affiliated entities and each of their directors, officers, employees, representatives, licensees, and agents from and against all third-party claims, losses, expenses (including reasonable attorneys' fees), damages, or fees in connection with: (i) Agency's/Advertiser's breach or alleged breach of any representation, warranty, or obligation under the Order; (ii) any Advertisement; and/or (iii) Agency's/Advertiser's negligence or willful misconduct.

7 MISCELLANEOUS. This Agreement is governed by the laws of the state of New York, without giving effect to its conflict of law principles. This Order includes the entire agreement between the parties with respect to the Advertisements and supersedes any prior or contemporaneous agreement, written or oral, relating to the Advertisements. This Order can be amended only in

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





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writing signed by each party. No waiver of default to this Order is a waiver of any other default, right or remedy. The parties shall not assign or transfer this Order or any rights/obligations without the written consent of the other party; but WWO has the right to assign this Order to an affiliated entity or to an entity that acquires substantially all of its assets. The terms of Sections 5, 6, and 7 of these T&C will survive expiration or termination of this Order.

NONDISCRIMINATION POLICY:

Westwood One, LLC does not discriminate in advertising or advertising contracts on the basis of race, color, ancestry, national origin, religion, gender, age, disability, genetic information, sexual orientation, gender identity or expression, and any other status protected by applicable law. Westwood One, LLC will not accept any advertising that is intended or reasonably perceived to discriminate on such bases.

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



Advertiser: American Action Network
Radio :30 - "Standing Up"
Shows: CLS Mark Levin, The Dan Bongino Show & The Chris Plante Show
Flight Dates: 6/5/23 – 6/18/23

Script
Unacceptable and ludicrous. That's what liberals are saying about the debt deal.
They're angry because Speaker McCarthy and the House rolled Biden, delivering another win for conservatives.
Unspent COVID money for China? Clawed back. Biden's plan to hire armies of new IRS agents? Stopped cold. And for once... Washington will spend less, with two trillion in real savings.
Call Congress at eight hundred, eight nine four, twenty thirty-six. Thank them for protecting taxpayers. Paid for by American Action Network.