



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



## 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://education.nab.org).

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605R

# CANDIDATE ADVERTISEMENT AGREEMENT FORM

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

I, CONVERGING MEDIA, INC FOR BIDEN FOR PRESIDENT, hereby request station time as follows:

**IDENTIFY CANDIDATE TYPE** →

FEDERAL CANDIDATE

STATE OR LOCAL CANDIDATE

## ALL QUESTIONS/BLOCKS MUST BE COMPLETED

Candidate name:

JOSEPH R. BIDEN

Authorized committee:

BIDEN FOR PRESIDENT

Agency requesting time (and contact information):

N/A

Candidate's political party:

DEMOCRATIC

Office sought (no acronyms or abbreviations):

US PRESIDENT

Date of election:

November 3, 2020

General

Primary

Treasurer of candidate's authorized committee:

MAJU VARGHESE

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.

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

### Candidate/Committee/Agency

Signature:

Name: O. BARNARD

Date of Request to Purchase Ad Time:

08/2020

### Station Representative

Signature:

Name:

ERROL DENGLER

Date of Station Agreement to Sell Time:


10/29/2020

**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:

O. BARNARD (CONVERGING MEDIA, INC) FOR BIDEN FOR PRESIDENT

Date:

08/2020

**TO BE COMPLETED BY STATION ONLY**

Ad submitted to Station?

Yes

No

Date ad received:

10/29/2020

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 (optional):

\*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 #: 680887, 680888, 680889, 680892

Station Call Letters: WJMD, WZAK, WENZ, WERE

Date Received/Requested: 10/28/2020

Est. #:

Station Location: CLEVELAND, OHIO

Run Start and End Dates: 10/30 - 11/3/2020

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.

JMA Market/Station	Time	Schedule			Persons 18+			
		Spots	Spot Cost	Weekly Cost	Gross Imp.	GRPs	AQH	Rtg.
<b>WENZ-FM</b>	Fri 6a-7pκ ^	13	100	1,300	98,900	3.3	7,600	0.3
+Radio One	Fri 7p-12mκ ^	5	50	250	21,100	0.7	4,200	0.1
Urban Contmp. 107.9	SS 6a-7p	26	80	2,080	166,600	5.5	6,400	0.2
	SS 7p-12m	10	30	300	43,700	1.5	4,400	0.1
	MTu 6a-7pκ ^	26	100	2,600	197,800	6.6	7,600	0.3
	Mon 7p-12mκ ^	5	50	250	21,100	0.7	4,200	0.1
	<b>TOTAL ^</b>	<b>85</b>		<b>6,780</b>	<b>649,300</b>	<b>18.3</b>	<b>6,600</b>	<b>0.2</b>
<b>WERE-AM #</b>	Fri 6a-7pκ ^	13	40	520	-	-	-	-
+Radio One	Fri 7p-12mκ ^	5	20	100	-	-	-	-
Talk 1490	SS 6a-7p	26	30	780	-	-	-	-
	SS 7p-12m	10	20	200	-	-	-	-
	MTu 6a-7pκ ^	26	40	1,040	-	-	-	-
	Mon 7p-12mκ ^	5	20	100	-	-	-	-
	<b>TOTAL ^</b>	<b>85</b>		<b>2,740</b>	-	-	-	-
<b>WJMO-AM #</b>	Fri 6a-7pκ ^	13	80	780	-	-	-	-
+Radio One	Fri 7p-12mκ ^	5	30	150	-	-	-	-
Inspirational Gospel 1300	SS 6a-7p	26	45	1,170	-	-	-	-
	SS 7p-12m	10	40	400	-	-	-	-
	MTu 6a-7pκ ^	26	60	1,560	-	-	-	-
	Mon 7p-12mκ ^	5	30	150	-	-	-	-
	<b>TOTAL ^</b>	<b>85</b>		<b>4,210</b>	-	-	-	-
<b>WZAK-FM</b>	Fri 6a-7pκ ^	10	125	1,250	139,000	4.6	13,800	0.5
+Radio One	Fri 7p-12mκ ^	4	80	240	24,700	0.8	6,200	0.2
Urban Adult Contmp. 93.1	SS 6a-7p	20	80	1,600	240,200	8.0	12,000	0.4
	SS 7p-12m	8	30	240	53,700	1.8	6,700	0.2
	MTu 6a-7pκ ^	20	125	2,500	278,000	9.2	13,900	0.5
	Mon 7p-12mκ ^	4	60	240	24,700	0.8	6,200	0.2
	<b>TOTAL ^</b>	<b>66</b>		<b>6,070</b>	<b>780,400</b>	<b>25.3</b>	<b>11,600</b>	<b>0.4</b>
<b>Market TOTAL ^</b>		<b>321</b>		<b>19,800</b>	<b>1,309,700</b>	<b>43.6</b>	<b>18,000</b>	<b>0.8</b>

# CONTRACT



**WZAK-FM**  
6555 Carnegie Avenue  
Suite 100  
Cleveland, OH 44103-4619  
Billing Fax: (216) 361-1605  
(216) 579-1111

<http://wzakcleveland.com>

And:

**Converging Media**  
Attention: LaTonya Chernault  
1225 Franklin Ave  
Suite 325  
Garden City, NY 11530

<u>Contract / Revision</u> 680892 /		<u>Alt Order #</u>
<u>Advertiser</u> <b>Biden for President</b>		<u>Original Date / Revision</u> 10/28/20 / 10/28/20
<u>Contract Dates</u> 10/30/20 - 11/03/20	<u>Estimate #</u>	
<u>Product</u> 10.30 - 11.3		
<u>Billing Cycle</u> EOM/EOC	<u>Billing Calendar</u> Broadcast	<u>Cash/Trade</u> Cash
<u>Property</u> WZAK-FM	<u>Account Executive</u> Laura Clark	<u>Sales Office</u> Corporate Natio
<u>Special Handling</u>		
<u>Demographic</u> Adults 25-54		
<u>Agency Code</u>	<u>Advertiser Code</u>	<u>Product 1/2</u>
<u>Agency Ref</u>	<u>Advertiser Ref</u>	

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
N 1	WZAK	10/30/20	10/30/20	M-F	6a-7p		1:00			NM	10	\$1,250.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/26/20	11/01/20	----F--				10	\$125.00			
N 2	WZAK	10/30/20	10/30/20	M-F	7p-12x		1:00			NM	4	\$240.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/26/20	11/01/20	----F--				4	\$60.00			
N 3	WZAK	10/31/20	11/01/20	Sa-Su	6a-7p		1:00			NM	20	\$1,600.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/26/20	11/01/20	-----SS				20	\$80.00			
N 4	WZAK	10/31/20	11/01/20	Sa-Su	7:00 PM-12:00 XM		1:00			NM	8	\$240.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/26/20	11/01/20	-----SS				8	\$30.00			
N 5	WZAK	11/02/20	11/03/20	M-F	6a-7p		1:00			NM	20	\$2,500.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		11/02/20	11/08/20	MT-----				20	\$125.00			
N 6	WZAK	11/02/20	11/02/20	M-F	7p-12x		1:00			NM	4	\$240.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		11/02/20	11/08/20	M-----				4	\$60.00			
<b>Totals</b>											66	\$6,070.00

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
10/26/20 - 11/03/20	66	\$6,070.00	(\$910.50)	\$5,159.50
<b>Totals</b>	66	\$6,070.00	(\$910.50)	\$5,159.50

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 impending 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 noncancellable 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.