



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



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

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 <u>education.nab.org.</u>

NAB members have access to an array of member tools and benefits. To access additional member tools, please visit nab.org/MemberTools.

## ISSUE (Non-candidate) ADVERTISEMENT AGREEMENT FORM

I, Tyler Williams	hereby request station time as	s follows: See <b>Order</b> for proposed
schedule and charge	s. See Invoice for actual schedule and charg	
Check one:		
(1) a legally qualifi issue of public imp subject of controv	es a message relating to any political matter of nation ed candidate for federal office; (2) an election to fed vortance (e.g., health care legislation, IRS tax code, etc versy or discussion at the national level.	feral office; (3) a national regulative .); or (4) a political issue that is the
Ad does NOT cor only to a state or l	nmunicate a message relating to any political matter local issue).	of national importance (e.g., relates
	ALL QUESTIONS/BLOCKS MUST BE CO	OMPLETED
Station time requested by:	Tyler Wilhams	
Agency name: FreedomWork	s INC.	
Address: 111 K St. NE Suite 6	500 Washington D.C. 20002	1 Warm Ofrandamusuka am
Contact: Tyler Williams	Phone number: 202-942-7632	Email: twilliams@freedomworks.org
i . All -fabra -biof avacati	ounce the time as paid for by such person or entit we officers or members of the executive committee ponsor (Use separate page if necessary.): form	, e or board of directors or other govern
executive committee and boa	sponsor represents that those listed above are the or ard of directors or other governing group(s).	
If ad refers to a federal cand	idate(s) or federal election, list ALL of the followin	9:
Name(s) of every candidate		
Office(s) sought by such can	didate(s) (no acronyms or abbreviations):	
Date of election: November 3		n N/A

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: Of Physics

Name: Outtney Kine TIM Lions

Date of Station Agreement to Sell Time: 7/29/20 7/31/20 Signature: Tyles Williams Name: Tyler Williams Date of Request to Purchase Ad Time: 07-24-2020 TO BE COMPLETED BY STATION ONLY Ad submitted to station? Date ad received: Yes No 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: Date Received/Requested: Station Call Letters: Contract #: Run Start and End Dates: Station Location: Est. #: 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

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

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

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

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

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

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

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

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

#### Officers

Chairman: Vice-Chairman: Secretary (non-board member):

Treasurer:

Assistant Tressurer:

Joan Carter Betsy Albaugh Cleta Mitchell Betsy Albaugh

Parissa Scoghi

### Script approved for airing effective 8/3/2020

At the beginning of the Coronavirus lockdowns I thought there was a real chance for unity.

But that all changed when I started seeing the radical Left and the media start to exploit this crisis to advance their radical agenda for the country.

That's why I'm so happy to see my friends over at FreedomWorks stand up to this nonsense and fight to keep America open.

And if you'd like to help them do it, please text Ben, that's my name Ben, to 41490 and sign their petition.

The truth is, once states started to reopen, our economy started recovering and Lockdown Left knew their window of opportunity was starting to shrink.

That's why they're trying to bully governors into shutting down their states again.

And sadly, it's working.

California and Pennsylvania have closed down again.

And we're seeing cities, counties, and states start to slowly reimpose their lockdowns and putting in place ridiculous fines.

This is not good.

If we're going to save our economy and stop the Left from driving us into another Great Depression the states must open and stay open.

That's why I'm urging you to text Ben to 41490 and petition your governor to keep your state open.

Westwood One **Contract Revision** Order# Ver# # Wks Page # 184731 Date 29/31 Advertiser Start End Freedom Works Shapiro Radio 2020 3/20/20 3:23:58PM 2/3/20 9/6/20 Rebecca Hagelin
Attn: Rebecca Hagelin
Rebecca Hagelin Marketing & Communicatio
PO Box 493 Salesperson Salesperson Phone # Tim Warbington P12+, A18+ Agency Phone # Sales Office Survey Atlanta (703)915-7288 Placida, FL 33946 Product Protection: Political/Non profit Dec 30 Jan 6 Jan 13 Total Units Len Feb 17 Mar 23 Feb 24 Mar 16 Days & Times Vehicle The Ben Shapiro Show Live Feed 21 60 2HR (grp) LIVE Weekly Units 0 21





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

Contr	act Revision	on	Order # 184731	Ver#	Rev#	# Wks 29/31	Page #			
Advertiser Freedom Works	Product Shapiro	Radio 2020	3/20/20	Time 3:23:58		Start 2/3/20	End 9/6/20			
Salesperson Tim Warbington	Sal	esperson Phone#	Demos P12+, A18	Demos P12+, A18+						
Sales Office Atlanta		ency Phone # 03)915-7288	Survey	Survey						

Product Protection: Political/Non profit

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	
	The Ben Shapiro Show 2HR (grp) LIVE	Live Feed	3	3	3	3	3	3	3	3	3	3	3	3	3	39	60	
	The Ben Shapiro Show 2HR (grp) mg from 3/16	Live Feed	1													1	60	
	Totals		4	3	3	3	3	3	3	3	3	3	3	3	3	40		
		Weekly Units	4	3	3	3	3	3	3	3	3	3	3	3	3	40		

**Contract Revision** Westwood One Order# Page # 184731 Date 29/31 Advertiser Product End Freedom Works Shapiro Radio 2020 3/20/20 3:23:58PM 2/3/20 9/6/20 Rebecca Hagelin Salesperson Salesperson Phone # Demos Attn: Rebecca Hagelin
Rebecca Hagelin Marketing & Communicatio Tim Warbington P12+, A18+ Sales Office Agency Phone # Survey PO Box 493 Atlanta (703)915-7288 Placida, FL 33946 Product Protection: Political/Non profit Jul 13 Jun 29 Jul 6 Aug 31 Sep 21 Total Units Sep 14 Vehicle Days & Times The Ben Shapiro Show Live Feed 27 60 2HR (grp) LIVE Weekly Units 0 3 27 3

Westwood One								Con	ıtract	Rev	isior	1			Γ	Order #	Ver#	Rev A	#Wks	Page #	1
_						Adverti	iser		Product							184731 Date			29/31 Start	End End	
						Freedo	om Works	s S			hapiro R	napiro Radio 2020					3:23:58PM		2/3/20	9/6/20	
Rebecca Hagelin Attn: Rebecca Hagelin Rebecca Hagelin Marketing & Communicatio PO Box 493					1	Salesperson Tim Warbington						Salesperson Phone #					Demos P12+, A18+				
						Sec. 25. 55.	Sales Office         Agency Phone #           Atlanta         (703)915-7288									Survey					
Placida, FL 339	16					Produ	ct Protect	ion: Politi	ical/Non	profit											
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	Tot Un	al its Le	n		
				Total Gro	)ss:	<b>XIDIX</b>			P	Agency C	ommiss	ion:	30 Ja				Total Net:		300	1.8	Ī
Accepted for Westwood	f One, LLC:									A	ccepled fo	Agency (and	l Media Buyin	g Service, if	any) as A	gent for the Adv	vertiser:				
Name				Title Name									Title								

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.

