

Sales Order

Advertiser **Figures Campaign Committee'**
 Agency **Black Flag Communications**

Bill To **Black Flag Communications**
707 E. Cervantes St. Ste. B #127

Pensacola, FL 32501

Account
 Executive **Denise Drummond**
 Contract #
 Estimate #
 Description **Senate Race 33**
 Stratus # **409362**
 Special **05-22-18 Cashier Ck #5504156711 = \$574.60 paid thru 06-05-18**
 Instructions

Contact **Scott Rye 251-753-6921**

New / Revision **New**
 Start Date **05/28/18**
 End Date **06/05/18**
 Month Type **Calendar**
 Billing Cycle **End of Flight**
 Agency Comm. **15.000**
 Co-op **No**
 Co-op Product
 Notarized **N**
 # of Invoices **1**
 Make Goods **Ask AE**
 Income Type **Political: Agency Candidate "Use" - 42100**
 Local Income Type **Local Agency**
 Competitive Code **Political** Advt#**281738** Agcy#**283727**

Order Entered **05/22/18**

Schedule

#	Sponsor Log Name Revenue Types	Length Rate Line#	Start Date End Date	Start time End time	Auto Weekly	#/ Wk	M	T	W	T	F	S	S	Total
1	Figures Campaign Committee'	60	05/28/18	6:00AM										120.00
	Political: Agency Candidate "Use" - 42100 / Local Agency	20.00	06/01/18	10:00AM	N		1	1	1	1	2			6 Spots
		3197714	All Weeks											
2	Figures Campaign Committee'	60	05/28/18	10:00AM										120.00
	Political: Agency Candidate "Use" - 42100 / Local Agency	20.00	06/01/18	3:00PM	N		1	1	1	1	2			6 Spots
		3197715	All Weeks											
3	Figures Campaign Committee'	60	05/28/18	3:00PM										120.00
	Political: Agency Candidate "Use" - 42100 / Local Agency	20.00	06/01/18	7:00PM	N		1	1	1	1	2			6 Spots
		3197716	All Weeks											
4	Figures Campaign Committee'	60	05/28/18	7:00PM										30.00
	Political: Agency Candidate "Use" - 42100 / Local Agency	10.00	06/01/18	11:59PM	Y	3	X	X	X	X	X			3 Spots
		3197717	All Weeks											
5	Figures Campaign Committee'	60	06/04/18	6:00AM										40.00
	Political: Agency Candidate "Use" - 42100 / Local Agency	20.00	06/05/18	10:00AM	N		1	1						2 Spots
		3197718	All Weeks											
6	Figures Campaign Committee'	60	06/04/18	10:00AM										20.00
	Political: Agency Candidate "Use" - 42100 / Local Agency	20.00	06/04/18	3:00PM	N		1							1 Spots
		3197719	All Weeks											
7	Figures Campaign Committee'	60	06/04/18	3:00PM										20.00
	Political: Agency Candidate "Use" - 42100 / Local Agency	20.00	06/04/18	7:00PM	N		1							1 Spots
		3197720	All Weeks											

May 18 = 270.00 / 229.50

Jun 18 = 200.00 / 170.00

Jul 18 = 0.00 / 0.00

Aug 18 = 0.00 / 0.00

Sep 18 = 0.00 / 0.00

Oct 18 = 0.00 / 0.00

Nov 18 = 0.00 / 0.00

Dec 18 = 0.00 / 0.00

Jan 19 = 0.00 / 0.00

Feb 19 = 0.00 / 0.00

Mar 19 = 0.00 / 0.00

Apr 19 = 0.00 / 0.00

Gross: 470.00 Net: 399.50 Total Due: 399.50 25 Spots

Client Acceptance: _____

Date: _____

Account Executive: 5/22/2018 4:40:06 PM by Laura English

Sales / Market Manager: 5/22/2018 4:40:52 PM by Laura English

Business Manager: 5/22/2018 4:41:31 PM by Monte Saunders

Traffic Manager: 5/22/2018 5:38:42 PM by Angela Armour

V 5.3

ALL ORDERS SUBJECT TO THE STANDARD TERMS AND CONDITIONS ATTACHED HERETO

STANDARD TERMS AND CONDITIONS

1. PARTIES

For purposes of this agreement:

- (a) "Station" shall refer to radio stations owned and operated by Cumulus Broadcasting LLC and/or Cumulus Media Partners LLC, the licensee(s), which will broadcast the announcements or programs as provided for hereunder.
- (b) "Advertiser" shall mean the person, firm, or corporation whose goods, services, or the like are the subject(s) of the radio time contracted for herein.
- (c) "Agency" shall mean the advertising agency, if any, that authorized the purchase of radio time from the Station.
- (d) "Advertiser/Agency" shall mean "Advertiser" if an agency is not involved with this agreement, and shall mean "Advertiser and/or Agency" if an agency is involved with this agreement.

2. AGENCY AS AGENT FOR ADVERTISER

Agency acknowledges and represents that it is acting as an agent for and on behalf of Advertiser. Agency further acknowledges and represents that it has actual authority to enter into this agreement for and on behalf of Advertiser. If an agency is involved with this agreement, Agency and Advertiser shall be jointly and severally liable for all payments to be made to Station under this agreement.

3. PAYMENT AND BILLING

- (a) Station will invoice Advertiser/Agency not less than monthly.
- (b) Station's invoices for broadcasts, announcements, or other services provided under this agreement shall be deemed correct unless proven otherwise, and shall be, in the case of broadcasts or announcements, based on Station's log.
- (c) Upon Advertiser's/Agency's request, Station shall furnish an affidavit or certification of performance at the time of billing. Unless the request is received prior to billing, the request for an affidavit or certification of performance shall not act as a condition precedent to any payment or the time of any payment called for under this agreement.
- (d) Payment by Advertiser/Agency is due on receipt of invoice and is considered past due at 30 days. Payments not made within 30 days shall bear interest at the rate of 1½ percent per month or the maximum amount permitted by law, if less than 1½ percent per month. If Advertiser/Agency fails to make payments as provided for herein, or if Advertiser/Agency fails to comply with any other provision of this agreement, notwithstanding any other contract provision, Station shall have the right, in addition to any other rights it may have, without notice, to cancel or suspend any broadcasting or to cancel this agreement. Station reserves the right to revoke any agency commission, in whole or in part, in the event that payments are not made as provided for herein.

4. TERMINATION

Either party may terminate this agreement by giving the other party 14 days prior written notice. If Advertiser/Agency so terminates this agreement, it shall pay Station at the rate on which this agreement is based up to the effective date of termination. If Station so terminates this agreement, Advertiser/Agency will either agree with Station on a satisfactory substitute day or time for continuance of the broadcast or announcements covered by this agreement at the rates on which this agreement is based for such substitute time, or if no such agreement can be reached, Advertiser/Agency will pay Station according to the rates specified herein for all broadcasts or announcements previously rendered by Station. Station may terminate this agreement at any time upon breach by Advertiser/Agency. In the event of termination hereunder, neither party shall be liable to the other party otherwise than as specified in this agreement.

5. SUBSTITUTION OF PROGRAMS OF PUBLIC IMPORTANCE OR IN THE PUBLIC INTEREST

- (a) Station shall have the right to cancel any broadcast or announcement or any portion thereof covered by this agreement in order to broadcast any program that Station, in its absolute discretion, deems to be of public importance or in the public interest. In such case, Station will notify Advertiser/Agency in advance, if reasonably possible, but if not, within a reasonable time after such broadcast or announcement has been canceled.
- (b) In the event that any broadcast or announcement is canceled under paragraph 5(a) above, Advertiser/Agency and Station will agree on a satisfactory substitute day and time for the broadcast or announcement, or if no such agreement can be reached within 7 days after notice of cancellation, the broadcast or announcement will be considered canceled without affecting the rates or rights provided under this agreement, except that Advertiser/Agency shall not be required to pay for the cancelled broadcast or announcement.

6. FAILURE TO BROADCAST

If, due to public emergency or necessity, restrictions imposed by law, acts of God, labor disputes, or for any other cause, including mechanical, electronic or technical breakdowns beyond Station's control, there is an interruption or omission of any program or commercial announcement contracted to be broadcast hereunder, Station shall not be in breach hereof, but upon agreement with Advertiser/Agency, Station shall substitute a reasonable equivalent date and time for the broadcast of the interrupted or omitted program or commercial announcement. If no such substitute time is available or agreed upon between the parties, the time charges allocable to the interrupted or omitted program or commercial announcement will be waived.

7. RATE PROTECTION

Station reserves the right at any time, upon 30-days written notice, to change the rates, discounts, or charges hereunder.

8. COMMERCIAL MATERIALS; INDEMNIFICATION

- (a) This agreement is not exclusive as to Advertiser's business, products, or services and Station remains free to solicit and broadcast programs or announcements of other advertisers whether or not they are in competition with Advertiser's business, products, or services. All commercial materials, audio or video tapes, programs, or other similar materials shall be furnished and delivered to Station at Advertiser's/Agency's sole expense. Such materials, together with any instructions pertaining thereto, shall be delivered at least 48 hours in advance of the scheduled broadcast or announcement. All materials furnished for broadcast shall not be contrary to the public interest and shall conform to Station's then-existing program and operating policy and quality standards, and are subject to Station's prior approval and continuing right to reject or require editing of such materials. No advertising matter, announcement, or program that may be deemed, in the Station's sole discretion, injurious or prejudicial to the public's interest in the Station, or honest advertising and reputable business in general will be accepted. Station may destroy or dispose of any commercial material 60 days after the last broadcast hereunder, unless otherwise instructed in writing by Advertiser/Agency.
- (b) Notwithstanding Station's approval rights in paragraph 8(a), Advertiser/Agency shall indemnify and hold Station, its agents, employees, and officers harmless from and against all claims, damages, obligations, liabilities, costs and expenses, including attorneys' fees, that arise out of or result from any broadcast, preparation of any broadcast, or contemplated broadcast of materials furnished by or on behalf of Advertiser/Agency, or furnished by Station at Advertiser's/Agency's request for use in connection with commercial material, including but not limited to those arising out of or that result from libel, slander, invasion of privacy rights, or infringement of any proprietary rights. Advertiser/Agency warrants that all materials furnished to Station truly represent Advertiser's business, products, or services and will be free from false claims or assertions. This paragraph 8(b) shall survive cancellation or termination of this agreement.

9. DISPUTES

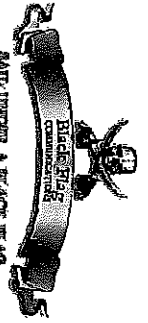
Any discrepancy, dispute, or disagreement by Advertiser/Agency with any broadcast, announcement, program, or other service provided by Station hereunder or related to the amount charged by Station for same shall be reported to Station in writing within 20 days from the date of the invoice relating to same, time being of the essence. Failure to report such discrepancy, dispute, or disagreement in writing within such time shall constitute a waiver of all claims by Advertiser/Agency arising out of or related to such discrepancy, dispute, or disagreement.

10. GENERAL

- (a) This agreement is subject to the terms of the licenses held by Station and is further subject to all federal, state, and municipal laws and regulations now in force or that may be enacted in the future, including but not limited to the Rules and Regulations of the Federal Communications Commission and its decisions, actions, and orders when acting under its quasi-legislative powers.
- (b) This agreement, including the rights and obligations under it, may not be assigned or transferred without first obtaining Station's written consent, nor may Station be required to broadcast hereunder for the benefit of any Advertiser/Agency other than those named on the face of this agreement.
- (c) In the event of a breach by Station, Advertiser's/Agency's exclusive remedy therefore shall be a credit for substituted advertising time of equal value, and in no event shall Station be liable for any consequential, incidental, or punitive damages, or monetary damages of any type.
- (d) This agreement shall be construed under and according to the laws of the State in which the Station's main studio is located. All parties hereto agree that in any action brought to enforce the obligation or right of any party hereunder, each party consents to personal jurisdiction and venue in any court of appropriate jurisdiction in the county or parish where the Station's main studio is located.
- (e) If it becomes necessary for Station to place Advertiser's/Agency's account with an attorney or collection agency for the purpose of enforcing its rights hereunder, Advertiser/Agency shall be liable to Station for reasonable attorneys' fees, costs, and expenses.
- (f) All notices hereunder shall be in writing and delivered by hand or registered or certified mail and shall be deemed given when delivered in person or, if mailed, on the second business day after the date of the mailing. Any notice hereunder shall be sufficient if given to either Advertiser or Agency.
- (g) If any provision of this agreement shall be adjudged by a court to be void or unenforceable, such adjudication shall not affect the validity or enforceability of any other provision of this agreement.
- (h) The provisions hereof constitute the entire agreement between the parties and supersede any and all other transactions, negotiations, or representations whatsoever as to the broadcast or announcements, or the parties' rights and obligations hereunder, and shall not be modified except in writing.
- (i) This 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, gender or ethnicity. Advertiser hereby certifies that it is not buying broadcasting air time under this advertising sales agreement for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, gender, national origin or ancestry.

STANDARD TERMS AND CONDITIONS

5/3/2011



DATE: 5/17/11
TIME: 10:00 AM
STATION: WGOK-AM

IO: VF0618-01-WGOK
Campaign: Figures Campaign
Flight: 5/28/18 - 6/5/18 10 am
Station: WGOK-AM

Client: FIGURES CAMPAIGN COMMITTEE
Buyer: Darcy Dean, 251.680.681
AE: Denise Drummond
Date: 5/17/11

Demo: Adults 18+, Mobile MSA										MAY					JUNE			TOTAL	TOTAL	TOTAL	TOTAL
Station	DP	Len	Program	Daypart	Rating	Rate	CPP	4/30	5/7	5/14	5/21	5/28	6/4	GRP	SPOTS	COST	NET				
WGOK	AM	60	Morning Drive	M-F 6A-10A	1.0	\$20.00	\$20					6		6.0	6	\$120.00	\$102.00				
WGOK	MD	60	Midday	M-F 10A-3P	1.0	\$20.00	\$20					6		6.0	6	\$120.00	\$102.00				
WGOK	PM	60	Afternoon Drive	M-F 3P-7P	1.0	\$20.00	\$20					6		6.0	6	\$120.00	\$102.00				
WGOK	EV	60	Evening	M-F 7P-MID	1.0	\$10.00	\$10					3		3.0	3	\$30.00	\$25.50				
WGOK	AM	60	Morning Drive	MO-TU 6A-10A	1.0	\$20.00	\$20						2	2.0	2	\$40.00	\$34.00				
WGOK	MD	60	Midday	MON 10A-3P	1.0	\$20.00	\$20						1	1.0	1	\$20.00	\$17.00				
WGOK	PM	60	Afternoon Drive	MON 3P-7P	1.0	\$20.00	\$20						1	1.0	1	\$20.00	\$17.00				
TOTAL								0	0	0	0	21	4	25.0	25	\$470.00	\$399.50				

Weekly cost: \$0 \$0 \$0 \$0 \$0 \$390 \$80 \$470.00 \$399.50
Weekly Grp: 0.0 0.0 0.0 0.0 0.0 21.0 4.0 25.0
Weekly cpp: \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$18.57 \$20.00 \$18.80

Gross Cost \$470.00
Spots 25
GRP 25.0
CPP \$18.80
Total \$470.00 25 25.0 \$18.80

Vendor Acceptance:

[Signature]
5/18/11

BILLING:

Buy is based on broadcast billing months.
Invoices should be sent to:

Black Flag Communications
707 E. Cervantes St., Ste. B #127
Pensacola, FL 32501

AGREEMENT FORM FOR POLITICAL CANDIDATE ADVERTISEMENTS

(check applicable box)

☐ **FEDERAL CANDIDATE**

☒ **STATE/LOCAL CANDIDATE**

To Avail Themselves of The Lowest Unit Charge During a Political Window, Federal Candidates Must Sign The Certification On Page 3

Station and Location:

WGOK-AM, Mobile, AL

Date:

5/17/18

I, Black Flag Communications
being/on behalf of: Vivian Davis Figures, a legally
qualified candidate of the Democratic political
party for the office of: Senate District 33
in the Primary
election to be held on: June 5, 2018

do hereby request station time as follows:

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
<u>See attached</u>					

Total Charges: \$470.00 gross

For programming that, in whole or in part, "communicates a message relating to any political matter of national importance," list the matters below:

I represent that the payment for the above described broadcast time has been furnished by:

Figures Campaign Committee, P.O. Box 7985, Mobile, AL 36670

and you are authorized to announce the time as paid for by such person or entity.

I represent that this person or entity is either a legally qualified candidate or an authorized committee/organization of the legally qualified candidate.

The name of the treasurer of the candidate's authorized committee is:

Raymond L. Bell, Jr.

This station has disclosed to me its political advertising policies, including: applicable classes and rates; and discount, promotional and other sales practices (not applicable to federal candidates).

To Be Signed By Candidate or Authorized Committee

5/17/18
Date

Daisy Damm, media buyer
Signature

To Be Signed By Station Representative

☒ Accepted

☐ Accepted in Part

☐ Rejected

[Signature]
Signature

Denise Damm
Printed Name

AE
Title

1-1111

figures
campaign
comm

CUMULUS MEDIA INC. AND ITS SUBSIDIARIES
CLIENT INFORMATION SHEET AND CREDIT APPLICATION
MARKET: Mobile, AL

CLIENT / AGENCY INFORMATION

Legal Name: Black Flag Communications
Trade Name: FLAG
Check one: ☐ Corporation ☐ Partnership
☒ Limited Liability Company ☐ Sole Proprietorship
☐ Government ☐ Non-Profit
Address: 707 E. Cervantes St. Ste. B#127
City / State / Zip: Pensacola, FL 32501
Phone: 251 753 6921 Fax: _____
Email: info@blackflagcomm.com Website: _____

CREDIT APPLICATION

Fed Tax ID or SS: _____ State of Incorporation: _____
Number of years in business: _____ Number of Employees: _____
Name of company principal(s) responsible for business transactions: _____

Name	Title	Address	City/State/Zip	Tel.

Trade References: Identify four (4) entities previously extending credit (list media references first).

1.	Name/Contact	City/State/Zip	Tel	Fax	E-mail
2.	Name/Contact	City/State/Zip	Tel	Fax	E-mail
3.	Name/Contact	City/State/Zip	Tel	Fax	E-mail
4.	Name/Contact	City/State/Zip	Tel	Fax	E-mail

Bank Reference:

Bank Name: _____ Branch: _____
Bank Contact: _____ Telephone: _____
Account No.: _____

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it will be used by Cumulus from time to time to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to Cumulus in order to verify the information contained herein.

Guarantee: The undersigned, in consideration of the Applicant herein receiving credit, does hereby unconditionally, jointly and severally, guarantee payment of any and all bills or obligations incurred by Applicant.

I have reviewed Cumulus's Standard Terms and Conditions attached hereto as may be modified by Cumulus from time to time. I hereby acknowledge and agree that such Standard Terms and Conditions shall apply to all my advertising purchase orders with Cumulus.

AUTHORIZED SIGNATURE: Phone authentication DATE: 5/18/11
PRINT NAME: Scott Lyle TITLE: _____

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1. PARTIES

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- (b) "Advertiser" shall mean the person, firm, or corporation whose goods, services, or the like are the subject(s) of the radio time contracted for herein.
- (c) "Agency" shall mean the advertising agency, if any, that authorized the purchase of radio time from the Station.
- (d) "Advertiser/Agency" shall mean "Advertiser" if an agency is not involved with this agreement, and shall mean "Advertiser and/or Agency" if an agency is involved with this agreement.

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- (d) Payment by Advertiser/Agency is due on receipt of invoice and is considered past due at 30 days. Payments not made within 30 days shall bear interest at the rate of 1½ percent per month or the maximum amount permitted by law, if less than 1½ percent per month. If Advertiser/Agency fails to make payments as provided for herein, or if Advertiser/Agency fails to comply with any other provision of this agreement, notwithstanding any other contract provision, Station shall have the right, in addition to any other rights it may have, without notice, to cancel or suspend any broadcasting or to cancel this agreement. Station reserves the right to revoke any agency commission, in whole or in part, in the event that payments are not made as provided for herein.

4. TERMINATION

Either party may terminate this agreement by giving the other party 14 days prior written notice. If Advertiser/Agency so terminates this agreement, it shall pay Station at the rate on which this agreement is based up to the effective date of termination. If Station so terminates this agreement, Advertiser/Agency will either agree with Station on a satisfactory substitute day or time for continuance of the broadcast or announcements covered by this agreement at the rates on which this agreement is based for such substitute time, or if no such agreement can be reached, Advertiser/Agency will pay Station according to the rates specified herein for all broadcasts or announcements previously rendered by Station. Station may terminate this agreement at any time upon breach by Advertiser/Agency. In the event of termination hereunder, neither party shall be liable to the other party otherwise than as specified in this agreement.

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- (a) Station shall have the right to cancel any broadcast or announcement or any portion thereof covered by this agreement in order to broadcast any program that Station, in its absolute discretion, deems to be of public importance or in the public interest. In such case, Station will notify Advertiser/Agency in advance, if reasonably possible, but if not, within a reasonable time after such broadcast or announcement has been canceled.
- (b) In the event that any broadcast or announcement is canceled under paragraph 5(a) above, Advertiser/Agency and Station will agree on a satisfactory substitute day and time for the broadcast or announcement, or if no such agreement can be reached within 7 days after notice of cancellation, the broadcast or announcement will be considered canceled without affecting the rates or rights provided under this agreement, except that Advertiser/Agency shall not be required to pay for the cancelled broadcast or announcement.

6. FAILURE TO BROADCAST

If, due to public emergency or necessity, restrictions imposed by law, acts of God, labor disputes, or for any other cause, including mechanical, electronic or technical breakdowns beyond Station's control, there is an interruption or omission of any program or commercial announcement contracted to be broadcast hereunder, Station shall not be in breach hereof, but upon agreement with Advertiser/Agency, Station shall substitute a reasonable equivalent date and time for the broadcast of the interrupted or omitted program or commercial announcement. If no such substitute time is available or agreed upon between the parties, the time charges allocable to the interrupted or omitted program or commercial announcement will be waived.

7. RATE PROTECTION

Station reserves the right at any time, upon 30-days written notice, to change the rates, discounts, or charges hereunder.

8. COMMERCIAL MATERIALS; INDEMNIFICATION

- (a) This agreement is not exclusive as to Advertiser's business, products, or services and Station remains free to solicit and broadcast programs or announcements of other advertisers whether or not they are in competition with Advertiser's business, products, or services. All commercial materials, audio or video tapes, programs, or other similar materials shall be furnished and delivered to Station at Advertiser's/Agency's sole expense. Such materials, together with any instructions pertaining thereto, shall be delivered at least 48 hours in advance of the scheduled broadcast or announcement. All materials furnished for broadcast shall not be contrary to the public interest and shall conform to Station's then-existing program and operating policy and quality standards, and are subject to Station's prior approval and continuing right to reject or require editing of such materials. No advertising matter, announcement, or program that may be deemed, in the Station's sole discretion, injurious or prejudicial to the public's interest, the Station, or honest advertising and reputable business in general will be accepted. Station may destroy or dispose of any commercial material 60 days after the last broadcast hereunder, unless otherwise instructed in writing by Advertiser/Agency.
- (b) Notwithstanding Station's approval rights in paragraph 8(a), Advertiser/Agency shall indemnify and hold Station, its agents, employees, and officers harmless from and against all claims, damages, obligations, liabilities, costs and expenses, including attorneys' fees, that arise out of or result from any broadcast, preparation of any broadcast, or contemplated broadcast of materials furnished by or on behalf of Advertiser/Agency, or furnished by Station at Advertiser's/Agency's request for use in connection with commercial material, including but not limited to those arising out of or that result from libel, slander, invasion of privacy rights, or infringement of any proprietary rights. Advertiser/Agency warrants that all materials furnished to Station truly represent Advertiser's business, products, or services and will be free from false claims or assertions. This paragraph 8(b) shall survive cancellation or termination of this agreement.

9. DISPUTES

Any discrepancy, dispute, or disagreement by Advertiser/Agency with any broadcast, announcement, program, or other service provided by Station hereunder or related to the amount charged by Station for same shall be reported to Station in writing within 20 days from the date of the invoice relating to same, time being of the essence. Failure to report such discrepancy, dispute, or disagreement in writing within such time shall constitute a waiver of all claims by Advertiser/Agency arising out of or related to such discrepancy, dispute, or disagreement.

10. GENERAL

- (a) This agreement is subject to the terms of the licenses held by Station and is further subject to all federal, state, and municipal laws and regulations now in force or that may be enacted in the future, including but not limited to the Rules and Regulations of the Federal Communications Commission and its decisions, actions, and orders when acting under its quasi-legislative powers.
- (b) This agreement, including the rights and obligations under it, may not be assigned or transferred without first obtaining Station's written consent, nor may Station be required to broadcast hereunder for the benefit of any Advertiser/Agency other than those named on the face of this agreement.
- (c) In the event of a breach by Station, Advertiser's/Agency's exclusive remedy therefore shall be a credit for substituted advertising time of equal value, and in no event shall Station be liable for any consequential, incidental, or punitive damages, or monetary damages of any type.
- (d) This agreement shall be construed under and according to the laws of the State in which the Station's main studio is located. All parties hereto agree that in any action brought to enforce the obligation or right of any party hereunder, each party consents to personal jurisdiction and venue in any court of appropriate jurisdiction in the county or parish where the Station's main studio is located.
- (e) If it becomes necessary for Station to place Advertiser's/Agency's account with an attorney or collection agency for the purpose of enforcing its rights hereunder, Advertiser/Agency shall be liable to Station for reasonable attorneys' fees, costs, and expenses.
- (f) All notices hereunder shall be in writing and delivered by hand or registered or certified mail and shall be deemed given when delivered in person or, if mailed, on the second business day after the date of the mailing. Any notice hereunder shall be sufficient if given to either Advertiser or Agency.
- (g) If any provision of this agreement shall be adjudged by a court to be void or unenforceable, such adjudication shall not affect the validity or enforceability of any other provision of this agreement.
- (h) The provisions hereof constitute the entire agreement between the parties and supersede any and all other transactions, negotiations, or representations whatsoever as to the broadcast or announcements, or the parties' rights and obligations hereunder, and shall not be modified except in writing.
- (i) This 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, gender or ethnicity. Advertiser hereby certifies that it is not buying broadcasting air time under this advertising sales agreement for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, gender, national origin or ancestry.

CANDIDATE REQUEST FOR POLITICAL BROADCAST INFORMATION OR TIME

This form must be completed for all requests for broadcast time made by anyone seeking to broadcast a message that refers (a) to a legally qualified candidate, (b) to any election to federal office, or (c) to "a national legislative issue of public importance" or a "political matter of national ice (i.e. an issue advertisement). The form must be placed in the station's public inspection file for a period of two years.

Date of Request: 5/18/18 Time of Request: 11:52 Am

Candidate Named in Spot: Vivian Figures

Party: Democrat

Candidate for: Alabama Senate Race 33

(Office)

(Location)

Issued Referred to: N/A

Name of Organization: Dean Media

Name of Contact Person: Raymond Darcy Dean

Address: _____

Telephone: 251 476-3047

Chief Executive Officers, Board of Directors, or Members of the Executive Committee of the Organization (attach a list, if necessary): Raymond L. Bell, Jr.

Agency for Organization (if any): _____

Name of Person Requesting Information/Time: Darcy Dean c/o Dean Media

Information Requested: _____

- Rates for WDLT, WEOK & WBIX
- Availabilities for Morning Drive, Midday, Afternoon & Afternoon Drive
- Other: _____

Disposition of Request: _____

☒ Accepted

☐ Rejected

☐ Accepted-or-Rejected-in part (attach explanation)

Rate Charged for Spot: WDLT (\$45,30,45) WBIX (\$50,45,52,50,45) WEOK (\$20 & \$10)

Class of Time Purchased: Pre-emptible

Air Date and Time (attach a schedule of the advertising or program time provided, if necessary): _____

Date Public File Report Prepared: _____

Other Information: _____

Inquiry Received By: Denise Drummond



INVOICE

Bill To: **Black Flag Communications**
707 E. Cervantes St. Ste. B #127
Pensacola, FL 32501

Remit To: **3613 Momentum Place**
Chicago, IL 60689-5336
 Station: **Cumulus-Mobile - WGOK-AM**
 Phone#: **251-652-2000**

Invoice #: **1040511**
 Invoice **05/31/18**
 Date:
 Order #: **409362**

Figures Campaign Committee'
Advt#281738 Agcy#283727

Acct Exec: Denise Drummond
Estimate #:

Terms: Due on Receipt

Description: Senate Race 33

Day	Date	Time	Len	Line #	Rate	Cl	Product
Mon	05/28/18	8:55AM	60	3197714	\$20.00	B	Title: Truth ISCI: VF0618-01
Mon	05/28/18	12:35PM	60	3197715	\$20.00	C	Title: Champion ISCI: 052818
Mon	05/28/18	5:48PM	60	3197716	\$20.00	B	Title: Working for Alabama ISCI: 052818
Tue	05/29/18	7:14AM	60	3197714	\$20.00	B	Title: Truth ISCI: VF0618-01
Tue	05/29/18	2:19PM	60	3197715	\$20.00	C	Title: Truth ISCI: VF0618-01
Tue	05/29/18	5:48PM	60	3197716	\$20.00	B	Title: Champion ISCI: 052818
Tue	05/29/18	9:48PM	60	3197717	\$10.00	B	Title: Truth ISCI: VF0618-01
Wed	05/30/18	8:35AM	60	3197714	\$20.00	B	Title: Working for Alabama ISCI: 052818
Wed	05/30/18	1:18PM	60	3197715	\$20.00	C	Title: Working for Alabama MR. JULY
Wed	05/30/18	4:18PM	60	3197716	\$20.00	B	Title: Champion ISCI: 052818
Wed	05/30/18	7:48PM	60	3197717	\$10.00	B	Title: Truth ISCI: VF0618-01
Thu	05/31/18	7:35AM	60	3197714	\$20.00	B	Title: Working for Alabama ISCI: 052818
Thu	05/31/18	10:48AM	60	3197715	\$20.00	C	Title: Working for Alabama MR. JULY
Thu	05/31/18	5:51PM	60	3197716	\$20.00	B	Title: Truth ISCI: VF0618-01
Thu	05/31/18	8:48PM	60	3197717	\$10.00	B	Title: Champion ISCI: 052818

Gross Amount \$270.00
Agency Commission \$40.50
Net Amount \$229.50

Total Spots 15

Terms: Due on Receipt



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Pensacola, FL 32501

Remit To: 3613 Momentum Place
Chicago, IL 60689-5336
Station: Cumulus-Mobile - WGOK-AM
Phone#: 251-652-2000

Invoice #: 1040811
Invoice 06/10/18
Date:
Order #: 409362

Figures Campaign Committee'
Advt#281738 Agcy#283727

Acct Exec: Denise Drummond
Estimate #:
Description: Senate Race 33

Terms: Due on Receipt

Day	Date	Time	Len	Line #	Rate	Cl	Product
Fri	06/01/18	7:14AM	60	3197714	\$20.00	B	Title: Truth ISCI: VF0618-01
Fri	06/01/18	7:55AM	60	3197714	\$20.00	B	Title: Working for Alabama ISCI: 052818
Fri	06/01/18	11:18AM	60	3197715	\$20.00	C	Title: Working for Alabama MR. JULY
Fri	06/01/18	12:35PM	60	3197715	\$20.00	C	Title: Working for Alabama MR. JULY
Fri	06/01/18	3:19PM	60	3197716	\$20.00	B	Title: Truth ISCI: VF0618-01
Fri	06/01/18	6:35PM	60	3197716	\$20.00	B	Title: Champion ISCI: 052818
Mon	06/04/18	7:37AM	60	3197718	\$20.00	B	Title: Truth ISCI: VF0618-01
Mon	06/04/18	2:18PM	60	3197719	\$20.00	C	Title: Working for Alabama ISCI: 052818
Mon	06/04/18	6:50PM	60	3197720	\$20.00	B	Title: Truth ISCI: VF0618-01
Tue	06/05/18	6:35AM	60	3197718	\$20.00	B	Title: Working for Alabama ISCI: 052818

Gross Amount \$200.00

Total Spots 10

Agency Commission \$30.00

Net Amount \$170.00

Terms: Due on Receipt