Contract Agreement Between:

CONTRACT



KCFX-FM 8900 Indian Creek Parkway **Building Six Suite 300** Overland Park, KS 66210 (913) 514-3140

And:

Katz Media Group 125 West 55th Street **3rd Floor** New York, NY 10019

	Contract / Rev	vision		Alt Order #			
	1087356	/		37152839			
Advertiser	Ori	iginal Date /	Revision				
Committee to Keep Chie	C	3/01/24	/ 03/01/24				
Contract Dates	Estimate #						
03/05/24 - 03/11/24	13051						
Product							
ISSUE							
	Billing Cycle	Billing	Cal	endar	Cash/Trade		
	EOM/EOC	Broado	cast		Cash		
	Property	Accou	nt E	xecutive	Sales Office		
	KCFX-FM	Katz P	hila	delphia	Katz-7.5%		
	Special Hand	ling					
	Demographic						
	Adults 35+						
	Agy Code RI13287	Advertiser Code		Code	Product 1/2		
	Agency Ref			Advertiser	Ref		

	Start/End	Spots/	
*Line Ch Start Date End Date Description	Time	Days Length Week	Rate Types	Spots	Amount
N 1 KCFX 03/05/24 03/11/24 M-F <u>Start Date</u> End Date Weekdays Week: 03/05/24 03/11/24 111111 5	6:00 AM-10:00 AM <u>Rate</u> \$400.00	1:00	NM	5	\$2,000.00
N 2 KCFX 03/05/24 03/11/24 M-F Start Date End Date Weekdays Spots/Weel Week: 03/05/24 03/11/24 22222 10	10:00 AM-3:00 PM	1:00	NM	10	\$4,000.00
N 3 KCFX 03/05/24 03/11/24 M-F <u>Start Date</u> End Date Weekdays Spots/Weel Week: 03/05/24 03/11/24 22222 10	3:00 PM-7:00 PM <u>Rate</u> \$400.00	1:00	NM	10	\$4,000.00
N 4 KCFX 03/05/24 03/11/24 Sa-Su Start Date End Date Weekdays Spots/Weel Week: 03/05/24 03/11/24 1- 1	10:00 AM-3:00 PM <u>Rate</u> \$325.00	1:00	NM	1	\$325.00
N 5 KCFX 03/05/24 03/11/24 Sa-Su Start Date End Date Weekdays Spots/Weel Week: 03/05/24 03/11/24 1- 1	3:00 PM-7:00 PM <u>Rate</u> \$325.00	1:00	NM	1	\$325.00
		Totals		27	\$10,650.00
Time Period # of Spots Gross Amount	Agency Comm.	Net Amount			
02/26/24 -03/11/24 27 \$10,650.00	(\$1,597.50)	\$9,052.50			
Totals 27 \$10,650.00	(\$1,597.50)	\$9,052.50			

Signature: _____

Date:

STANDARD TERMS AND CONDITIONS

1. PARTIES

For purposes of this agreement:

- (a) "Station" or "Cumulus" shall refer to radio stations owned and operated by Cumulus Media Inc. or its subsidiaries, 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.
- (e) Effective May 15, 2023, except where prohibited by law, we will impose a 2% administrative fee on all credit card payments, or such higher fee as generally applied pursuant to company policy...

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.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 firmished 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 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.

8. 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.

9. 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.

	Mar 01, 24	
CONT#	37152839 Mod# Ver# 1 (Last =)	DDS CONT# 0
REP	CHRISTAL RADIO	C/P/E: na / na / 13051
то	KCFX-FM (Kansas City, MO-KS)	
FM	LATONYA CHENAULT	
OFF	PHILADELPHIA	SALESPERSON FAX#
AGY	Katz Media Group	
ADDR	125 West 55th Street 3rd Floor	PH # 202-338-8700
	New York, NY 10019	
BYR	Helen Hanratty1	
ADV	COMMITTEE TO KEEP CHIEFS AND ROYALS IN JACKSON CO	
PDT	ISSUE	
FLT	Mar 05, 24 - Mar 11, 24	

* REP ORDER COMMENT *

** 3/1/2024 11:51:00 AM: FOR ALL GMMB/WATERFRONT/GREAT AMERICAN MEDIA ORDERS: KATZ MEDIA COLLECTS, CASH-IN-ADVANCE AND AS AN OFFICIAL AGENT ON BEHALF OF OUR REPRESENTED STATIONS, ALL MONIES FOR POLITICAL AND ISSUE BUYS PLACED OUT OF GREER. ONCE YOUR INVOICES ARE RECONCILED WITH O UR ORDERS BY OUR NY BILLING OFFICE, PAYMENT IS SENT TO YOU ONLY FOR WHAT RAN. WE ARE THE ONES RESPONSIBLE FOR REFUNDING UNUSED FUNDS BACK TO THE AGENCY. PAYMENT IS USUALLY DISBURSED WITHIN 45 DAYS OF RECONCILIATION. PLEASE CONFIRM WITH PLEASE NOTE WITH AL L POLITICAL/ISSUE ORDERS THERE IS A 24 HOUR CANCELLATION NOTICE. ** 3/1/2024 11:51:00 AM: THIS IS A KATZ MEDIA GROUP ORDER. ALL BILLING SHOULD BE SENT TO KATZ MEDIA GROUP 125 W 55TH ST./NY,NY 10019. ALL ELECTRONIC INVOICES SHOULD BE SENT TO RI.COM: 9913287, MARKETRON: 127124, EMT: 10919. KATZ MEDIA GROUP IS NOT LIABLE FOR PAYMENT. ** 3/1/2024 11:51:00 AM: THIS IS A NEW ISSUE/POLITICAL ORDER. PLEASE NOTE THERE IS A 24 HOUR CANCELLATION POLICY ON ALL ISSUE/POLITICAL ORDER. PLEASE CONFIRM WITH ANGELA.HOMAN@KATZMEDIA.COM OR CALL 215-557-4230. THANK YOU!

MC	LN	DAYS	TIME	LEN	EFFECTIVE DATES	# OF Day	NPD	RATE	TOT SPTS
		FLIGHT 1							
ADD	1.1	.T	6A - 10A	60	03/05/2024 - 03/05/2024	1D	1	\$400.00	1
ADD	1.2	.T	10A - 3P	60	03/05/2024 - 03/05/2024	1D	2	\$400.00	2
ADD	1.3	.T	3P - 7P	60	03/05/2024 - 03/05/2024	1D	2	\$400.00	2
				** FL	IGHT TOTALS **	1	5	\$2,000.00	
		FLIGHT 2							
ADD	2.1	W	6A - 10A	60	03/06/2024 - 03/06/2024	1D	1	\$400.00	1
ADD	2.2	W	10A - 3P	60	03/06/2024 - 03/06/2024	1D	2	\$400.00	2
ADD	2.3	W	3P - 7P	60	03/06/2024 - 03/06/2024	1D	2	\$400.00	2
				** FL	IGHT TOTALS **	1	5	\$2,000.00	
		FLIGHT 3							
ADD	3.1	т	6A - 10A	60	03/07/2024 - 03/07/2024	1D	1	\$400.00	1
ADD	3.2	T	10A - 3P	60	03/07/2024 - 03/07/2024	1D	2	\$400.00	2
ADD	3.3	T	3P - 7P	60	03/07/2024 - 03/07/2024	1D	2	\$400.00	2

Mar 01, 24 37152839 Mod# Ver# 1 (Last =)

COr	NI#	37152839	IVIOO#	ver# 1	(La
REF	0	CHRISTAL	RADIO		

DDS CONT# 0 C/P/E: na / na / 13051

			** FLIGHT TOTALS **			5	\$2,000.00		
		FLIGHT 4							
ADD	4.1	F	6A - 10A	60	03/08/2024 - 03/08/2024	1D	1	\$400.00	1
ADD	4.2	F	10A - 3P	60	03/08/2024 - 03/08/2024	1D	2	\$400.00	2
ADD	4.3	F	3P - 7P	60	03/08/2024 - 03/08/2024	1D	2	\$400.00	2
				** FL	LIGHT TOTALS **		5	\$2,000.00	
		FLIGHT 5							
ADD	5.1	S.	10A - 3P	60	03/09/2024 - 03/09/2024	1D	1	\$325.00	1
ADD	5.2	S.	3P - 7P	60	03/09/2024 - 03/09/2024	1D	1	\$325.00	1
				** FLIGHT TOTALS **			2	\$650.00	
		FLIGHT 6							
ADD	6.1	M	6A - 10A	60	03/11/2024 - 03/11/2024	1D	1	\$400.00	1
ADD	6.2	M	10A - 3P	60	03/11/2024 - 03/11/2024	1D	2	\$400.00	2
ADD	6.3	M	3P - 7P	60	03/11/2024 - 03/11/2024	1D	2	\$400.00	2
				** FL	LIGHT TOTALS **	1	5	\$2,000.00	

	Mar 24			
SPOTS	27			
CASH	10650.00			
TRADE	0.00			
NSL	0.00			
TOTAL	10650.00			
	[]	L		
				TOTAL
SPOTS				27
CASH				10,650.00
TRADE				0.00
NSL				0.00
TOTAL				10,650.00

** Competitive Comments **

SVC: FA99 MSA CustRadio

Demo Adults 35+

Nondiscrimination -Paragraphs 49 and 50 of the United States Federal Communications Commission's Report and Order No. 07-217 provides that broadcast stations' advertising contracts will not discriminate on the basis of race or ethnicity, and must contain nondiscrimination clauses. Consistent with this order, Katz Communications, Inc. (including any subsidiary or division of Katz) does not discriminate in any broadcast advertising contract on the basis of race or ethnicity and evaluates, negotiates and completes its broadcast advertising contracts without regard to race or ethnicity.





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.

Produced and published by NAB's Legal department. Copyright 2020 National Association of Broadcasters.

Reproduction or publication of the contents, in whole or in part, without express permission is prohibited. No liability is assumed with respect to the use of the information contained herein.

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 <u>nab.org/MemberTools</u>.

ISSUE (Non-candidate) ADVERTISEMENT AGREEMENT FORM

I, <u>CTKCR Jackson County</u>, 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:							
Agency name: GMMB							
Address: 3050 K St. NW Suite 100 Washing	gton DC 20007						
Contact:	Phone number:	Email:					
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: The Committee to Keep the Chiefs a	and Royals in Jackson County						
Address: Kauffman Stadium One Royal Wa	y Kansas City MO 64129						
Contact:	Phone number:	Email:					
Station is authorized to announce the ti	me as paid for by such person or entity.						
List ALL chief executive officers, members of the executive committee and the board of directors or other governing group(s) of the advertiser/sponsor (Use separate page if necessary.): Whitney Beaver - Treasurer 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 f	ederal election, list ALL of the following:	. ► N/A					
Name(s) of every candidate referred to:							
Office(s) sought by such candidate(s) (n	o acronyms or abbreviations):						
Date of election:							
Clearly identify EVERY political matter and (no acronyms); use separate page if	of national importance referred to in the necessary:	✔ 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 The Committee to Keep the Ch	iefs and Royals in Jackson County	Station Representative					
Signature: Whitney Beaver	ly signed by Whitney Beaver 2024.02.06 08:52:53 -06'00'	Signature: B.					
Name: Whitney Beaver		Name: Breana Griffi	n				
Date of Request to Purchase Ad Time:	2/6/2024	Date of Station Ag	reement to Sell Time: 3/1/2024				
то	BE COMPLETED	BY STATION O	NLY				
Ad submitted to station? 🖌 Yes	No	Date ad received: _	3/1/2024				
Note: Must have separate PB-19 form	ns for each version o						
If only one officer, executive committee in writing if there are any other officers, update this form if additional officers, n	, executive committe	e members or direc					
Rejected – provide reason:	 Accepted Accepted IN PART (e.g., ad not received to determine content)* 						
Date and nature of follow-ups, if any:							
Contract #:1087356	Station Call Letters:	KCFX	Date Received/Requested: 3/1/2024				
Est. #:EST. 13051	Station Location:8900 OVERLAND PARK, KS	0 INDIAN CREEK PKWY 66210	Run Start and End Dates: 03/05/24 - 03/11/24				
For national issue ads only (not requir	red for state/local is	sue 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.							

Order #1087356: Katz Media../Committee ../ISSUE/13051

🔒 👩 🔬 Date	Action	Line	Comment	Ву	Total \$	# Spots	Expected GRI
03/01/24 3:12:5	8 PM Processed		<async process=""></async>	Michael Al	\$10,650.00	27	0.00
03/01/24 3:11:4	8 PM Approved			Meghan M	\$10,650.00	27	0.00
03/01/24 3:11:4	5 PM Approval Workflow		[Centralized AR - Business Office Approval Needed Default]	Meghan M	\$10,650.00	27	0.00
03/01/24 3:10:4	4 PM Approval Workflow		[Sales Manager - Ready Default]	Jared Rob	\$10,650.00	27	0.00
03/01/24 3:03:1	9 PM Ready for approval		READY	Breana Gr	\$10,650.00	27	0.00
03/01/24 2:39:3	9 PM New order created		Imported EC Order	Breana Gr	\$10,650.00	27	0.00

[Sorted by: Date]