CONTRACT

KRUZ-FM
1376 Walter Street
Ventura, CA 93003
(805) 642-8595

kruz1033.com

And:

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

Contract / Revision	Alt Order #
332898 /	33508907

Advertiser	Original Date / Revision
Steyer/D/President	12/11/19 / 12/11/19

Contract Dates	Estimate #
12/12/19 - 12/16/19	**8174**

Product: **Tom Steyer 2020**

Billing Cycle	Billing Calendar	Cash/Trade
EOM/EOC	Broadcast	Cash
Property	**Account Executive**	**Sales Office**
KRUZ-FM	Katz Philadelphia	Katz-7.5%

Special Handling:

Demographic: Adults 35+

Agy Code	Advertiser Code	Product 1/2
RI13287	na	na

Agency Ref	Advertiser Ref

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Type	Spots	Amount
N 1	KRUZ	12/12/19	12/16/19	M-F	6:00 AM-10:00 AM		:30			NM	5	$150.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	12/09/19	12/15/19	---22--	4	$30.00							
Week:	12/16/19	12/22/19	1------	1	$30.00							
N 2	KRUZ	12/12/19	12/16/19	M-F	10:00 AM-3:00 PM		:30			NM	5	$150.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	12/09/19	12/15/19	---22--	4	$30.00							
Week:	12/16/19	12/22/19	1------	1	$30.00							
N 3	KRUZ	12/12/19	12/16/19	M-F	3:00 PM-7:00 PM		:30			NM	5	$150.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	12/09/19	12/15/19	---21--	3	$30.00							
Week:	12/16/19	12/22/19	2------	2	$30.00							
N 4	KRUZ	12/12/19	12/16/19	M-F	7:00 PM-12:00 XM		:30			NM	5	$100.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	12/09/19	12/15/19	---22--	4	$20.00							
Week:	12/16/19	12/22/19	1------	1	$20.00							
N 5	KRUZ	12/14/19	12/16/19	Sa-Su	6:00 AM-7:00 PM		:30			NM	1	$30.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	12/14/19	12/20/19	-----1-	1	$30.00							
N 6	KRUZ	12/14/19	12/16/19	Sa-Su	6:00 AM-10:00 AM		:30			NM	1	$30.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	12/14/19	12/20/19	-----1-	1	$30.00							
N 7	KRUZ	12/14/19	12/16/19	Sa-Su	10:00 AM-3:00 PM		:30			NM	1	$40.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	12/14/19	12/20/19	-----1-	1	$40.00							
N 8	KRUZ	12/14/19	12/16/19	Sa-Su	3:00 PM-7:00 PM		:30			NM	1	$35.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	12/14/19	12/20/19	-----1-	1	$35.00							
N 9	KRUZ	12/15/19	12/16/19	Sa-Su	6:00 AM-10:00 AM		:30			NM	1	$30.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	12/15/19	12/21/19	------1	1	$30.00							
N 10	KRUZ	12/15/19	12/16/19	Sa-Su	6:00 AM-7:00 PM		:30			NM	1	$25.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	12/15/19	12/21/19	------1	1	$25.00							
N 11	KRUZ	12/15/19	12/16/19	Sa-Su	10:00 AM-3:00 PM		:30			NM	1	$35.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	12/15/19	12/21/19	------1	1	$35.00							

(* Line Transactions: N = New, E = Edited, D = Deleted)

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*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Type	Spots	Amount
		Start Date	End Date	Weekdays	Spots/Week	Rate						
N	12	KRUZ 12/15/19	12/16/19	Sa-Su		3:00 PM-7:00 PM		:30		NM	1	$25.00
		Start Date	End Date	Weekdays	Spots/Week	Rate						
	Week:	12/15/19	12/21/19	------1	1	$25.00						
						Totals					28	$800.00

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
11/25/19 -12/16/19	28	$800.00	($120.00)	$680.00
Totals	28	$800.00	($120.00)	$680.00

Signature: _____ **Date:** _____

(* Line Transactions: N = New, E = Edited, D = Deleted)

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, 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.

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:	Date: 7/9/2019

I, Buying Time Media, LLC,

being/on behalf of: Tom Steyer 2020,

a legally qualified candidate of the Democratic

political party for the office of: President of the United States of America

in the Primary

election to be held on: Election 2020

do hereby request station time as follows:

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
		AS	ORDERED		

Attach proposed schedule with charges (if available): $ net

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

Tom Steyer 2020 PO Bpx 626 San Francisco, CA 94104 808-499-4091

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:

Hunter Blas

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).

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

To Be Signed By Candidate or Authorized Committee

7/9/2019

Date

Signature

To Be Signed By Station Representative

☑ **Accepted** ☐ **Accepted in Part** ☐ **Rejected**

Signature

Jim Barden

Printed Name

Local Sales Manager

Title

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FEDERAL CANDIDATE CERTIFICATION

In Order For Federal Candidates To Receive The Lowest Unit Charge During A Political Window, The Following Certification Is Required:

I, Tom Steyer 2020
(name of federal candidate or authorized committee) hereby certify that the programming to be broadcast (in whole or in part) pursuant to this agreement:

☐ **does** ☒ **does not**

refer to an opposing candidate (check applicable box). I further certify that for the programming that does refer to an opposing candidate:

(check applicable box)

☒ the 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.

☒ the television programming 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.

DocuSigned by: Hunter Blas
C42A7D02EA5A443...

signature of candidate or authorized committee

Hunter Blas | 7/9/2019

printed name | **date**

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Caitlin Casas

From: Katherine Grofic <KGrofic@WestwoodOne.com>
Sent: Wednesday, December 11, 2019 6:14 AM
To: Amanda Azares; KABC Traffic; Telma Cruz; OXN Traffic; Caitlin Casas; Nancy Calalang
Subject: NAB, Proof of payment, and Traffic - Tom Steyer - California Orders coming down soon

Importance: High

Hi

Tom Steyer for President Orders were just sent in Katz!

In the dropbox you'll find :30s and :60s, NAB, and proof of payment below!

Please run as instructed below as soon as they can get on.

Est# 8173 - :60s spot "Steyer_60"
Est# 8174 - :30s spot "TOM 2020"

https://www.dropbox.com/sh/f8g9r0d06yvt4q3/AABilq-PrmSqjr182H2hnAvGa?dl=0

Thank you!

Notification of Electronic Payment

This message confirms that BUYING TIME LLC has initiated an electronic payment to Katz Political via FastPay's ePay solution. Please see the payment details below.

Total Amount

$169,915.85

Company
BUYING TIME LLC

Vendor
Katz Political

Memo

TS 12.11-12.16

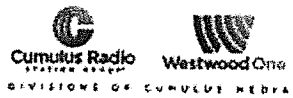
Have questions about this payment?

Please contact FastPay support at
844-GET-EPAY or payments@gofastpay.com
or Live Chat with a member of our team.

FastPay
844-GET-EPAY

8201 Beverly Blvd, Suite 600
LA / SF / NY / BOS / LDN

Katherine Grofic
National Sales Coordinator
Boston/Philadelphia/Washington
Cumulus | Westwood One
Main Office: 617.426.2100
Direct: 617.275.7629
NEW Suite!
20 Park Plaza, Suite 320, Boston, MA 02116
www.cumulus.com
www.westwoodone.com



NATIONAL SALES

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