

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: Station 104.3 in Asheville, NC/ IHeart Radio	Date: April 23, 2108
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I, R. Daryl Fisher,

being/on behalf of: being R. Daryl Fisher,

a legally qualified candidate of the County of Buncombe

political party for the office of: Sheriff of Buncombe County

in the State of North Carolina

election to be held on: May 8, 2018

do hereby request station time as follows:

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

Attach proposed schedule with charges (if available):

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

R. Daryl Fisher for Buncombe County Sheriff

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:

Tracie Worley

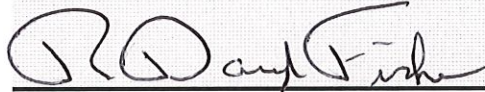
This station has disclosed to me its political advertising policies, including: applicable classes and rates; and discount, promotional and other sales practices (not applicable to federal candidates).

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

04-23-2018

Date



Signature

To Be Signed By Station Representative

Accepted

Accepted in Part

Rejected

Signature

Printed Name

Title



ORDER TERMS AND CONDITIONS

The Term "Advertiser" shall include advertiser and any agency or buying service named in Order Confirmation, and all persons and entities included within Advertiser agree that they are jointly and severally liable for all obligations of Advertiser under this contract regardless of who is billed, except any agency is liable for invoice payments only to the extent the agency has been paid by the advertiser.

1. PAYMENT

- (a) Advertiser agrees to pay in advance for the transmission covered by this contract unless otherwise expressly agreed in writing.
(b) If Station has extended credit, Station shall render invoices monthly. Payment by Advertiser is due within 30 days unless invoice is sent to agency or buying service, then net payment is due within 45 days.
(c) On Advertiser's request, Station shall furnish certifications of performance to Advertiser at the time of billing, but unless requested prior to billing the furnishing of such certifications shall not be a condition of payment or time of payment.
(d) If Advertiser is past due in payment of any amount, Station may change the terms of payment for further transmissions by giving Advertiser written notice.

2. TERMINATION AND BREACH

- (a) This contract may be terminated by either party giving the other party 14 days prior written notice.
(b) Station may terminate this contract at any time upon failure by Advertiser to timely make any payment, or upon other material breach by Advertiser of this contract.
(c) Advertiser may cancel this contract at any time upon material breach by Station of this contract and shall be liable only for transmissions made in accordance with this contract through the date of termination.
(d) If Station has contracted to purchase other program material ("Third Party Material") during the term of this contract in reliance on the agreement of Advertiser and prior to the end of the term of this contract Station terminates pursuant to paragraph 2(b) or Advertiser pursuant to paragraph 2(a), Advertiser agrees to pay Station all costs and expenses incident to the acquisition of Third Party Material.
(e) To the extent provided by law, neither party shall be liable to the other party (including liability for incidental, indirect or consequential damages or lost profits, whether or not advised of the possibility of such damages and punitive damages) other than as specified in this contract.

3. REPRESENTATIONS & WARRANTIES/INDEMNIFICATION AND HOLD HARMLESS

- (a) Advertiser represents, warrants and agrees that: (i) Station's broadcast of the Advertiser Materials over the facilities of the Station shall not violate or infringe upon the rights of others; provided, however, that the foregoing representations and warranties shall not apply to any material furnished or added to the Advertiser Materials after delivery to Station by any party other than Advertiser, and (ii) Advertiser (and the Advertiser Materials) shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, those of the FCC (e.g., indecency, EAS compliance and all other FCC regulations).
(b) Advertiser shall defend, hold harmless and indemnify Station, its parents and affiliates, and their respective officers, directors, employees and agents from any and all claims, actions, causes of action, liabilities, demands, damages or costs (including reasonable attorney fees) of whatsoever name or nature, including but not limited to (i) defamation, unlawful competition or trade practice, infringement of intellectual property or other property or personal rights (including but not limited to public performance rights with respect to music, spoken word or any other copyrightable material embodied in Advertiser Materials); (ii) any breach or violation of any sort of the representations and warranties described in Section 3(a); or (iii) claims arising from the products, services, operations, representations or warranties relating to, directly or indirectly, any material furnished by Advertiser pursuant to this contract ("Advertiser Material") or to Advertiser's business, services, operations or prizes (if any) relative to Order. Station shall defend, hold harmless and indemnify Advertiser and its officers, directors, employees and agents from damages relating to, directly or indirectly, programming transmitted by Station other than Advertiser Material.

4. INABILITY TO TRANSMIT AND SUBSTITUTION PROGRAMS

- (a) If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God; labor disputes, or for other cause, including mechanical breakdown beyond Station's control, Station shall be unable to transmit any program or announcement to be transmitted under this contract, that transmission shall be canceled, and Station shall not be liable to Advertiser except as provided in paragraph (c) below.
(b) Station shall have the right to cancel any transmission or portion thereof to be made under this contract in order to transmit any program which it deems to be of public significance. Station will notify Advertiser in advance if reasonably possible or otherwise Station will notify Advertiser within a reasonable time after such scheduled transmission.
(c) Station shall transmit such canceled transmission, subject to availability, in a comparable time period. If Station is unable to so transmit the canceled transmission, Advertiser shall not have to pay for the canceled transmission and the cancellation shall not affect any discounts under this contract.

5. PROGRAM PRODUCTION AND COMMERCIAL MATERIAL

- (a) Unless otherwise noted in this contract, all material to be transmitted under this contract shall be furnished by Advertiser, and all expenses of delivery to Station and return to Advertiser, if so directed, shall be paid by Advertiser. If Station has not received Advertiser Material by 72 hours in advance of scheduled transmission, Station shall reasonably attempt to so notify Advertiser.
(b) If Station has not received Advertiser Material by 48 hours in advance of scheduled transmission, Station may in its sole discretion reschedule the transmission of such material or cancel such transmission, and in either case, Advertiser shall pay for the transmission as if transmitted as originally scheduled.
(c) Advertiser Material is subject to Station approval and Station may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality. If the material is unsatisfactory, Station shall notify Advertiser, and Advertiser shall furnish satisfactory material 48 hours in advance of transmission or paragraph 5(b) shall apply. All program material must conform to the program and operating policies of Station and Station shall have the continuing right to edit in the public interest provided, however, that Station approval of such material shall not affect Advertiser's indemnity obligation under this contract.
(d) Station will retain all property rights in any program material prepared or created by Station or by any of its employees for use in connection with material transmitted under this contract.

6. NON-DISCRIMINATION

In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Station will not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated and completed without regard to race or ethnicity.

7. GENERAL

- (a) This contract is for the transmission by broadcast on radio, transmission on other media when Internet is indicated, or both, of programs or announcements of the Advertiser for the purpose of advertising the named products or services and is subject to all applicable federal, state and municipal regulations, including the rules of the Federal Communications Commission and the Federal Trade Commission. Station will perform the transmission covered by this contract on the days and approximate hourly times (current at Station) provided in this contract. Station may make reproductions of program material furnished by Advertiser to effect the transmissions.
(b) If an agency or buying service is included in Advertiser, it is understood that party is the agent of advertiser and not of Station.
(c) Station shall assume no liability for loss or damages to program material and other property furnished by Advertiser in connection with transmissions under this contract.
(d) Advertiser may not assign or transfer this contract without first obtaining the written consent of Station; nor is Station required to transmit any material under this contract for the benefit of any person or entity other than Advertiser named on the face of this contract.
(e) The failure of Station or Advertiser to enforce any of the provisions of this contract shall not be construed as a waiver of that or any other provision.
(f) This contract and any applicable written credit agreement, agency commission arrangement and/or merchandising arrangement contains the entire agreement between the parties relating to the subject matter in it, and no modification of its terms shall be effective unless in writing signed by both parties.
TO THE EXTENT PERMITTED BY LAW, STATION MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS AGREEMENT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.
Cash in Advance: by paying the exact amount reflected on the attached schedule you are agreeing to these terms and conditions.

Acknowledged and Agreed:

Signature [Handwritten Signature]

Printed Name R. Daryl Fisher

Date 04-23-2018

Apr 25, 18
 CONT# 31774881 Mod# Ver# 1 (Last =)
 REP iHeartMedia
 TO WQNQ-FM (Asheville, NC)
 FM AMANDA SHANNON (INSIDE SALES)
 OFF TAMPA
 AGY INSIDE SALES - ADVERTISER DIRECT
 ADDR 20880 STONE OAK PKWY
 SAN ANTONIO, TX 78258

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

 SALESPERSON FAX#

 PH #

BYR R. DARYL FISHER
 ADV DARYL FISHER FOR BUNTOMBE COUNTY SHERIFF
 PDT Daryl Fisher for Buntombe County Sheriff-DFCS
 FLT Apr 30, 18 - May 08, 18

* REP ORDER COMMENT *

** 4/25/2018 11:13:00 AM:
[HTTP://RADIOEXCHANGE.CLEARCHANNEL.COM/SALES/CATEGORY/PAGES/POLITICALRATECARDS.ASPX](http://radioexchange.clearchannel.com/sales/category/pages/politicalratecards.aspx)
 ** 4/25/2018 11:13:00 AM: PLEASE CONFIRM ELECTRONICALLY WITH THE INSIDE SALES COORDINATORS
 AT INSIDESALESCOORDINATORS@IHEARTMEDIA.COM. THANK YOU!

* AGENCY OFFICE COMMENT *

** 8/28/2015 7:28:00 AM: "THIS IS ADVERTISER DIRECT. THIS ORDER NEEDS TO BE BILLED
 ELECTRONICALLY AND MAILED AS A PAPER INVOICE TO THE ADVERTISER. ADDITIONAL INFORMATION
 AVAILABLE IN THE QUICK REFERENT GUIDE."

* STATION ORDER COMMENT *

** 4/25/2018 2:33:00 PM: CONFIRMATION OF RECEIPT ONLY, NOT GUARANTEED TO AIR - ETH
 ** 4/25/2018 2:16:00 PM: ETH

MC	LN	REV TYPE	DAYS	TIME	LEN	EFFECTIVE DATES	# OF WKS	NPW	RATE	TOT SPTS	
		FLIGHT 1									
	1.1	INSIDE SALES - POLITICAL	MTWTF..	6A - 10A	30	4/30/2018 - 5/4/2018	1W	6	\$34.00	6	
	1.2	INSIDE SALES - POLITICAL	MTWTF..	10A - 3P	30	4/30/2018 - 5/4/2018	1W	5	\$34.00	5	
	1.3	INSIDE SALES - POLITICAL	MTWTF..	3P - 7P	30	4/30/2018 - 5/4/2018	1W	4	\$34.00	4	
	1.4	INSIDE SALES - POLITICAL	MTWTF..	7P - 12A	30	4/30/2018 - 5/4/2018	1W	5	\$20.00	5	
		** WEEKLY FLIGHT TOTALS **							20	\$610.00	
		FLIGHT 2									
	2.1	INSIDE SALES - POLITICAL	MTWTF..	6A - 10A	30	5/7/2018 - 5/11/2018	1W	6	\$34.00	6	
	2.2	INSIDE SALES - POLITICAL	MTWTF..	10A - 3P	30	5/7/2018 - 5/11/2018	1W	5	\$34.00	5	
	2.3	INSIDE SALES - POLITICAL	MTWTF..	3P - 7P	30	5/7/2018 - 5/11/2018	1W	4	\$34.00	4	
	2.4	INSIDE SALES - POLITICAL	MTWTF..	7P - 12A	30	5/7/2018 - 5/11/2018	1W	4	\$20.00	4	
		** WEEKLY FLIGHT TOTALS **							19	\$590.00	

