



POLITICAL & ISSUE ADVERTISERS
PUBLIC FILE CHECKLIST

Flight Date: 5/6/15 - 5/11/15

The following documents are included in the public file for:

AAA Michigan General Offices
(Advertiser)

Issue Advertising or Political Candidate

☒ Issue Advertising ☐ Political Candidate

Documents in this file

☒ Insertion Order from Agency/Rep Firm

Original and Revisions

☒ Station Broadcast Sales Order

Original and Revisions

☒ Sponsorship Disclosure Statement

☒ Copy of check(s) or credit card authorization(s)

client/agency sent with original 2015 order 4/28/15

Filed By: Erika Albertson

Date: 5/12/15

(☒) Checked

May 04, 15
 CONT# 28790094 Mod# Ver# 1 (Last =)
 REP WW1 National
 TO WJR-AM (Detroit, MI)
 FM PATRICK MCGEE
 OFF PHILADELPHIA
 AGY Katz Media Group
 ADDR 125 West 55th Street 3rd Floor
 New York, NY 10019

DDS CONT# 0
 C/P/E: AAAM / Ord / 505511

SALESPERSON FAX#

PH #

BYR Helen Hanratty
 ADV AAA MICHIGAN GENERAL OFFICES
 PDT Issue
 FLT May 05, 15 - May 11, 15

* REP ORDER COMMENT *

** 5/4/2015 10:57:00 AM: SMART MEDIA HAS PAID KATZ CIA VIA CREDIT CARD - WHEN AN AGENCY PAYS KATZ MEDIA VIA CREDIT CARD, THERE IS A CUSTOMARY CREDIT CARD CHARGE ASSOCIATED WITH THE PAYMENT WHICH WILL BE CHARGED BACK TO THE STATIONS. PLEASE NOTE THERE IS A 24 HOUR CANCELLATION POLICY WITH ALL POLITICAL/ISSUE ORDERS. PLEASE CONFIRM WITH MICHAEL.MERGET@KATZRADIOGROUP.COM. 215.557.4208. THANKS!

** 5/4/2015 10:57:00 AM: THIS IS A KATZ MEDIA GROUP ORDER. ALL BILLING SHOULD BE SENT TO KATZ MEDIA GROUP 125 W 55TH ST./NY,NY 10019. KATZ MEDIA GROUP IS NOT LIABLE FOR PAYMENT.

MC	LN	DAYS	TIME	LEN	EFFECTIVE DATES	# OF Day	NPD	RATE	TOT SPTS
		FLIGHT 1							
	1.1	.T.....	6A - 10A	60	05/05/2015 - 05/05/2015	1D	1	\$900.00	1
	1.2	.T.....	10A - 12P	60	05/05/2015 - 05/05/2015	1D	1	\$800.00	1
	1.3	.T.....	3P - 7P	60	05/05/2015 - 05/05/2015	1D	1	\$750.00	1
				** FLIGHT TOTALS **			3	\$2,450.00	
		FLIGHT 2							
	2.1	..W....	6A - 10A	60	05/06/2015 - 05/06/2015	1D	1	\$900.00	1
	2.2	..W....	10A - 12P	60	05/06/2015 - 05/06/2015	1D	1	\$800.00	1
	2.3	..W....	3P - 7P	60	05/06/2015 - 05/06/2015	1D	1	\$750.00	1
				** FLIGHT TOTALS **			3	\$2,450.00	
		FLIGHT 3							
	3.1	...T...	6A - 10A	60	05/07/2015 - 05/07/2015	1D	1	\$900.00	1
	3.2	...T...	10A - 12P	60	05/07/2015 - 05/07/2015	1D	1	\$800.00	1
	3.3	...T...	3P - 7P	60	05/07/2015 - 05/07/2015	1D	1	\$750.00	1
				** FLIGHT TOTALS **			3	\$2,450.00	

May 04, 15
 CONT# 28790094 Mod# Ver# 1 (Last =)
 REP WW1 National

DDS CONT# 0
 C/P/E: AAAM / Ord / 505511

	May 15						
SPOTS	9						
CASH	7350.00						
TRADE	0.00						
NSL	0.00						
TOTAL	7350.00						

							TOTAL
SPOTS							9
CASH							7,350.00
TRADE							0.00
NSL							0.00
TOTAL							7,350.00

**** Competitive Comments ****

SVC:

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.

Sales Order

Advertiser **AAA MICHIGAN GENERAL OFFICES**Agency **KATZ MEDIA GROUP**Bill To **KATZ MEDIA GROUP****125 W 55TH ST 3RD FLOOR****NEW YORK, NY 10019**

Account

Executive **Philly Katz**Contract # **28790094**Estimate # **AAAM / Ord / 505511**Description **Issue**Stratus # **26310**Special **NO SPOTS TO RUN DURING RUSH!!!**
InstructionsContact **(212) 424-6000**New / Revision **New**Start Date **05/05/15**End Date **05/11/15**Month Type **Broadcast**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 **National Agency - 41200**Local Income Type **National Agency - 41200**Competitive Code **Insurance Agencies/ Carriers**
Agcy#171

Advt#3534

Order Entered **05/04/15**

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	AAA MICHIGAN GENERAL OFFICES	60	05/05/15	6:00AM										900.00
	National Agency - 41200 / National Agency - 41200	900.00	05/05/15	10:00AM	N		0	1	0	0	0	0	0	1 Spots
		327758	All Weeks											REVISED
2	AAA MICHIGAN GENERAL OFFICES	60	05/05/15	10:00AM										800.00
	National Agency - 41200 / National Agency - 41200	800.00	05/05/15	12:00PM	N		0	1	0	0	0	0	0	1 Spots
		327759	All Weeks											REVISED
3	AAA MICHIGAN GENERAL OFFICES	60	05/05/15	3:00PM										750.00
	National Agency - 41200 / National Agency - 41200	750.00	05/05/15	7:00PM	N		0	1	0	0	0	0	0	1 Spots
		327760	All Weeks											REVISED
4	AAA MICHIGAN GENERAL OFFICES	60	05/06/15	6:00AM										900.00
	National Agency - 41200 / National Agency - 41200	900.00	05/06/15	10:00AM	N		0	0	1	0	0	0	0	1 Spots
		327761	All Weeks											REVISED
5	AAA MICHIGAN GENERAL OFFICES	60	05/06/15	10:00AM										800.00
	National Agency - 41200 / National Agency - 41200	800.00	05/06/15	12:00PM	N		0	0	1	0	0	0	0	1 Spots
		327762	All Weeks											REVISED
6	AAA MICHIGAN GENERAL OFFICES	60	05/06/15	3:00PM										750.00
	National Agency - 41200 / National Agency - 41200	750.00	05/06/15	7:00PM	N		0	0	1	0	0	0	0	1 Spots
		327763	All Weeks											REVISED
7	AAA MICHIGAN GENERAL OFFICES	60	05/07/15	6:00AM										900.00
	National Agency - 41200 / National Agency - 41200	900.00	05/07/15	10:00AM	N		0	0	0	1	0	0	0	1 Spots
		327764	All Weeks											REVISED
8	AAA MICHIGAN GENERAL OFFICES	60	05/07/15	10:00AM										800.00
	National Agency - 41200 / National Agency - 41200	800.00	05/07/15	12:00PM	N		0	0	0	1	0	0	0	1 Spots
		327765	All Weeks											REVISED

#	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
9		60	05/07/15	3:00PM										750.00
	AAA MICHIGAN GENERAL OFFICES	750.00	05/07/15	7:00PM	N		0	0	0	1	0	0	0	1 Spots
	National Agency - 41200 / National Agency - 41200	327766	All Weeks											REVISED

May 15 = 7350.00 / 6247.50 Jun 15 = 0.00 / 0.00 Jul 15 = 0.00 / 0.00 Aug 15 = 0.00 / 0.00 Sep 15 = 0.00 / 0.00 Oct 15 = 0.00 / 0.00
Nov 15 = 0.00 / 0.00 Dec 15 = 0.00 / 0.00 Jan 16 = 0.00 / 0.00 Feb 16 = 0.00 / 0.00 Mar 16 = 0.00 / 0.00 Apr 16 = 0.00 / 0.00

Gross: 7350.00 Net: 6247.50 Total Due: 6247.50 9 Spots

Client Acceptance: _____ **Date:** _____

Account Executive: 5/4/2015 11:02:10 AM by Rhonda Colombo

Sales / Market Manager: 5/4/2015 12:22:46 PM by Tom O'Brien

Business Manager: 5/4/2015 12:53:09 PM by Diane Cunningham

Traffic Manager:

V 5.2

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, 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

REVISED

May 12, 15
 CONT# 28790094 Mod# 1 Ver# 3 (Last = Orig CF)
 REP WW1 National
 TO WJR-AM (Detroit, MI)
 FM PATRICK MCGEE
 OFF PHILADELPHIA
 AGY Katz Media Group
 ADDR 125 West 55th Street 3rd Floor
 New York, NY 10019

DDS CONT# 0
 C/P/E: AAAM / Ord / 505511

SALESPERSON FAX#

PH #

BYR Helen Hanratty
 ADV AAA MICHIGAN GENERAL OFFICES
 PDT Issue
 FLT May 05, 15 - May 11, 15

*** REP ORDER COMMENT ***

** 5/4/2015 11:40:00 AM: REVISED TO ADD THE COMMENT NO SPOTS MAY AIR DURING RUSH LIMBAUGH!
 ** 5/4/2015 11:40:00 AM: THIS IS A KATZ MEDIA GROUP ORDER. ALL BILLING SHOULD BE SENT TO KATZ MEDIA GROUP 125 W 55TH ST./NY,NY 10019. KATZ MEDIA GROUP IS NOT LIABLE FOR PAYMENT.
 ** 5/4/2015 11:40:00 AM: THIS IS A REVISED ORDER. DO NOT DOUBLE BOOK. PLEASE CONFIRM WITH MICHAEL.MERGET@KATZRADIOGROUP.COM OR CALL 215-557-4208. THANK YOU!

*** STATION ORDER COMMENT ***

** 5/4/2015 11:43:00 AM: 5/4 CONFIRMED RC

MC	LN	DAYS	TIME	LEN	EFFECTIVE DATES	# OF Day	NPD	RATE	TOT SPTS
		FLIGHT 1							
	1.1	.T.....	6A - 10A	60	05/05/2015 - 05/05/2015	1D	1	\$900.00	1
	1.2	.T.....	10A - 12P	60	05/05/2015 - 05/05/2015	1D	1	\$800.00	1
	1.3	.T.....	3P - 7P	60	05/05/2015 - 05/05/2015	1D	1	\$750.00	1
					** FLIGHT TOTALS **		3	\$2,450.00	
		FLIGHT 2							
	2.1	..W....	6A - 10A	60	05/06/2015 - 05/06/2015	1D	1	\$900.00	1
	2.2	..W....	10A - 12P	60	05/06/2015 - 05/06/2015	1D	1	\$800.00	1
	2.3	..W....	3P - 7P	60	05/06/2015 - 05/06/2015	1D	1	\$750.00	1
					** FLIGHT TOTALS **		3	\$2,450.00	
		FLIGHT 3							
	3.1	...T...	6A - 10A	60	05/07/2015 - 05/07/2015	1D	1	\$900.00	1
	3.2	...T...	10A - 12P	60	05/07/2015 - 05/07/2015	1D	1	\$800.00	1
	3.3	...T...	3P - 7P	60	05/07/2015 - 05/07/2015	1D	1	\$750.00	1
					** FLIGHT TOTALS **		3	\$2,450.00	

May 12, 15
 CONT# 28790094 Mod# 1 Ver# 3 (Last = Orig CF)
 REP WW1 National

DDS CONT# 0
 C/P/E: AAAM / Ord / 505511

	May 15						
SPOTS	9						
CASH	7350.00						
TRADE	0.00						
NSL	0.00						
TOTAL	7350.00						

							TOTAL
SPOTS							9
CASH							7,350.00
TRADE							0.00
NSL							0.00
TOTAL							7,350.00

**** Competitive Comments ****

SVC:

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.

Sales Order

Advertiser AAA MICHIGAN GENERAL OFFICES

Agency KATZ MEDIA GROUP

Bill To KATZ MEDIA GROUP

125 W 55TH ST 3RD FLOOR

NEW YORK, NY 10019

Account

Executive Philly Katz

Contract # 28790094

Estimate # AAAM / Ord / 505511

Description Issue

Stratus # 26310

Special NO SPOTS TO RUN DURING RUSH!!!
Instructions

Contact (212) 424-6000

New / Revision New

Start Date 05/05/15

End Date 05/11/15

Month Type Broadcast

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 National Agency - 41200

Local Income Type National Agency - 41200

Competitive Code Insurance Agencies/ Carriers
Agcy#171

Advt#3534

Order Entered 05/04/15

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	AAA MICHIGAN GENERAL OFFICES	60	05/05/15	6:00AM	N		0	1	0	0	0	0	0	900.00
	National Agency - 41200 / National Agency - 41200	327758	All Weeks	10:00AM										1 Spots
2	AAA MICHIGAN GENERAL OFFICES	60	05/05/15	10:00AM	N		0	1	0	0	0	0	0	800.00
	National Agency - 41200 / National Agency - 41200	327759	All Weeks	12:00PM										1 Spots
3	AAA MICHIGAN GENERAL OFFICES	60	05/05/15	3:00PM	N		0	1	0	0	0	0	0	750.00
	National Agency - 41200 / National Agency - 41200	327760	All Weeks	7:00PM										1 Spots
4	AAA MICHIGAN GENERAL OFFICES	60	05/06/15	6:00AM	N		0	0	1	0	0	0	0	900.00
	National Agency - 41200 / National Agency - 41200	327761	All Weeks	10:00AM										1 Spots
5	AAA MICHIGAN GENERAL OFFICES	60	05/06/15	10:00AM	N		0	0	1	0	0	0	0	800.00
	National Agency - 41200 / National Agency - 41200	327762	All Weeks	12:00PM										1 Spots
6	AAA MICHIGAN GENERAL OFFICES	60	05/06/15	3:00PM	N		0	0	1	0	0	0	0	750.00
	National Agency - 41200 / National Agency - 41200	327763	All Weeks	7:00PM										1 Spots
7	AAA MICHIGAN GENERAL OFFICES	60	05/07/15	6:00AM	N		0	0	0	1	0	0	0	900.00
	National Agency - 41200 / National Agency - 41200	327764	All Weeks	10:00AM										1 Spots
8	AAA MICHIGAN GENERAL OFFICES	60	05/07/15	10:00AM	N		0	0	0	1	0	0	0	800.00
	National Agency - 41200 / National Agency - 41200	327765	All Weeks	12:00PM										1 Spots

#	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
9		60	05/07/15	3:00PM										750.00
	AAA MICHIGAN GENERAL OFFICES	750.00	05/07/15	7:00PM	N		0	0	0	1	0	0	0	1 Spots
	National Agency - 41200 / National Agency - 41200	327766	All Weeks											
May 15 = 7350.00 / 6247.50 Jun 15 = 0.00 / 0.00 Jul 15 = 0.00 / 0.00 Aug 15 = 0.00 / 0.00 Sep 15 = 0.00 / 0.00 Oct 15 = 0.00 / 0.00 Nov 15 = 0.00 / 0.00 Dec 15 = 0.00 / 0.00 Jan 16 = 0.00 / 0.00 Feb 16 = 0.00 / 0.00 Mar 16 = 0.00 / 0.00 Apr 16 = 0.00 / 0.00														

Gross: 7350.00 Net: 6247.50 Total Due: 6247.50 9 Spots

Client Acceptance: _____ **Date:** _____

Account Executive: 5/4/2015 11:02:10 AM by Rhonda Colombo

Sales / Market Manager: 5/4/2015 12:22:46 PM by Tom O'Brien

Business Manager: 5/4/2015 12:53:09 PM by Diane Cunningham

Traffic Manager: 5/4/2015 2:19:47 PM by Jenelle Burney

V5.2

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, 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

Receipt

Katz Communications • Katz Media Group Inc
125 W. 55th St., New York, New York 10019
212-424-6528

Cardholder Contact Information

Cardholder Name: **Kyle Roberts**
Cardholder Phone:
Cardholder Email:
Customer Name: **Smart Media Group, Inc.**

Bill To Address: **1427 Leslie Avenue
Alexandria, Virginia 22301**

Transaction Type

Transaction Type: **Authorize And Capture**
Created Date: **5/4/2015 12:17:21 PM EDT**
Capture Date: **5/4/2015 12:17:23 PM EDT**
AVS Address: **Matched**

Transaction Status: **Submitted**
Authorization Date: **5/4/2015 12:17:22 PM EDT**
Authorization Code: **004853**
AVS Zip: **Matched**

Credit Card Information

Name On Card: **Kyle Roberts**
Card Number: **xxxx-xxxx-xxxx-9764**
Security Code Response: **Matched**

Card Brand: **MC**
Security Code Status: **Provided**

Tracking Information

Customer Ref Value:
Invoice Number:
Ship From Postal Code: **10019**
Tracking Number:

Order Number:
Invoice Date:
Shipping Company: **None**

Transaction Totals

Product Code	Description	UOM Code	CMDTY Code	QTY	AMT	EXT AMT
050415-1	AAA Michigan	EA	80140000	1.00	\$73,732.40	\$73,732.40

Sub-Total: **\$73,732.40**

Sales Tax: **\$0.00**

Freight Amount: **\$0.00**

Freight Tax: **\$0.00**

Duty Amount: **\$0.00**

Total (USD): **\$73,732.40**

Receipt

Katz Communications • Katz Media Group Inc
125 W. 55th St., New York, New York 10019
212-424-6528

Cardholder Contact Information

Cardholder Name: **Kyle Roberts**
Cardholder Phone:
Cardholder Email:
Customer Name: **Smart Media Group, Inc.**

Bill To Address: **1427 Leslie Avenue**
Alexandria, Virginia 22301

Transaction Type

Transaction Type: **Authorize And Capture**
Created Date: **5/7/2015 11:02:29 AM EDT**
Capture Date: **5/7/2015 11:02:30 AM EDT**
AVS Address: **Matched**

Transaction Status: **Submitted**
Authorization Date: **5/7/2015 11:02:29 AM EDT**
Authorization Code: **007250**
AVS Zip: **Matched**

Credit Card Information

Name On Card: **Kyle Roberts**
Card Number: **xxxx-xxxx-xxxx-9764**
Security Code Response: **Matched**

Card Brand: **MC**
Security Code Status: **Provided**

Tracking Information

Customer Ref Value:
Invoice Number:
Ship From Postal Code: **10019**
Tracking Number:

Order Number:
Invoice Date:
Shipping Company: **None**

Transaction Totals

Product Code	Description	UOM Code	CMDTY Code	QTY	AMT	EXT AMT
050715-1	AAA Michigan	EA	80140000	1.00	\$2,720.00	\$2,720.00
					Sub-Total:	\$2,720.00
					Sales Tax:	\$0.00
					Freight Amount:	\$0.00
					Freight Tax:	\$0.00
					Duty Amount:	\$0.00
					Total (USD):	\$2,720.00



POLITICAL & ISSUE ADVERTISERS
PUBLIC FILE CHECKLIST

Flight Date: 4.28 - 5.4.15

The following documents are included in the public file for:

AAA Michigan General Office

(Advertiser)

Issue Advertising or Political Candidate

☒ Issue Advertising ☐ Political Candidate

Documents in this file

☒ Insertion Order from Agency/Rep Firm

Original and Revisions

☒ Station Broadcast Sales Order

Original and Revisions

☒ Sponsorship Disclosure Statement

☒ Copy of check(s) or credit card authorization(s)

Filed By: Erina Albertson

Date: 4.28.15

Apr 27, 15
 CONT# 28771909 Mod# Ver# 1 (Last =)
 REP WW1 National
 TO WJR-AM (Detroit, MI)
 FM PATRICK MCGEE
 OFF PHILADELPHIA
 AGY Katz Media Group
 ADDR 125 West 55th Street 3rd Floor
 New York, NY 10019

DDS CONT# 0
 C/P/E: AAAM / Ord. / 427504

SALESPERSON FAX#

PH #

BYR Helen Hanratty
 ADV AAA MICHIGAN GENERAL OFFICES
 PDT AAA Michigan General Offices
 FLT Apr 27, 15 - May 04, 15

* REP ORDER COMMENT *

** 4/27/2015 3:38:00 PM: SMART MEDIA HAS PAID KATZ CIA VIA CREDIT CARD - WHEN AN AGENCY PAYS KATZ MEDIA VIA CREDIT CARD, THERE IS A CUSTOMARY CREDIT CARD CHARGE ASSOCIATED WITH THE PAYMENT WHICH WILL BE CHARGED BACK TO THE STATIONS. PLEASE NOTE THERE IS A 24 HOUR CANCELLATION POLICY WITH ALL POLITICAL/ISSUE ORDERS. PLEASE CONFIRM WITH MICHAEL.MERGET@KATZRADIOGROUP.COM. 215.557.4208. THANKS!

** 4/27/2015 3:38:00 PM: THIS IS A KATZ MEDIA GROUP ORDER. ALL BILLING SHOULD BE SENT TO KATZ MEDIA GROUP 125 W 55TH ST./NY,NY 10019. KATZ MEDIA GROUP IS NOT LIABLE FOR PAYMENT.

MC	LN	DAYS	TIME	LEN	EFFECTIVE DATES	# OF Day	NPD	RATE	TOT SPTS
		FLIGHT 1							
	1.1	.T.....	6A - 10A	60	04/28/2015 - 04/28/2015	1D	1	\$900.00	1
	1.2	.T.....	10A - 3P	60	04/28/2015 - 04/28/2015	1D	1	\$800.00	1
		DO NOT RUN IN RUSH							
	1.3	.T.....	3P - 7P	60	04/28/2015 - 04/28/2015	1D	1	\$750.00	1
					** FLIGHT TOTALS **		3	\$2,450.00	
		FLIGHT 2							
	2.1	..W....	6A - 10A	60	04/29/2015 - 04/29/2015	1D	1	\$900.00	1
	2.2	..W....	10A - 3P	60	04/29/2015 - 04/29/2015	1D	1	\$800.00	1
		DO NOT RUN IN RUSH							
	2.3	..W....	3P - 7P	60	04/29/2015 - 04/29/2015	1D	1	\$750.00	1
					** FLIGHT TOTALS **		3	\$2,450.00	
		FLIGHT 3							
	3.1	...T...	6A - 10A	60	04/30/2015 - 04/30/2015	1D	1	\$900.00	1
	3.2	...T...	10A - 3P	60	04/30/2015 - 04/30/2015	1D	1	\$800.00	1
		DO NOT RUN IN RUSH							
	3.3	...T...	3P - 7P	60	04/30/2015 - 04/30/2015	1D	1	\$750.00	1
					** FLIGHT TOTALS **		3	\$2,450.00	

CONT# 28771909 Mod# Ver# 1 (Last =)
 REP WW1 National

DDS CONT# 0
 C/P/E: AAAM / Ord. / 427504

		<u>FLIGHT 4</u>							
	4.1	....F..	6A - 10A	60	05/01/2015 - 05/01/2015	1D	1	\$900.00	1
	4.2	....F..	10A - 3P	60	05/01/2015 - 05/01/2015	1D	1	\$800.00	1
DO NOT RUN IN RUSH									
	4.3	....F..	3P - 7P	60	05/01/2015 - 05/01/2015	1D	1	\$750.00	1
				** FLIGHT TOTALS **			3	\$2,450.00	
		<u>FLIGHT 5</u>							
	5.1	M.....	6A - 10A	60	05/04/2015 - 05/04/2015	1D	1	\$900.00	1
	5.2	M.....	10A - 3P	60	05/04/2015 - 05/04/2015	1D	1	\$800.00	1
DO NOT RUN IN RUSH									
	5.3	M.....	3P - 7P	60	05/04/2015 - 05/04/2015	1D	1	\$750.00	1
				** FLIGHT TOTALS **			3	\$2,450.00	

	May 15					
SPOTS	15					
CASH	12250.00					
TRADE	0.00					
NSL	0.00					
TOTAL	12250.00					

						TOTAL
SPOTS						15
CASH						12,250.00
TRADE						0.00
NSL						0.00
TOTAL						12,250.00

**** Competitive Comments ****

SVC:

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.

Sales Order

Advertiser **AAA MICHIGAN GENERAL OFFICES**Agency **KATZ MEDIA GROUP**Bill To **KATZ MEDIA GROUP****125 W 55TH ST 3RD FLOOR****NEW YORK, NY 10019**

Account

Executive **Philly Katz**Contract # **28771909**Estimate # **AAAM / Ord. / 427504**Description **AAA Michigan General Offices**Stratus # **26224**Special
InstructionsContact **(212) 424-6000**New / Revision **New**Start Date **04/27/15**End Date **05/04/15**Month Type **Broadcast**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 **National Agency - 41200**Local Income Type **National Agency - 41200**Competitive Code **Insurance Agencies/ Carriers**Advt#**3534**Agcy#**171**Order Entered **04/27/15**

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	AAA MICHIGAN GENERAL OFFICES	60	04/28/15	6:00AM										900.00
	National Agency - 41200 / National Agency - 41200	900.00	04/28/15	10:00AM	N		0	1	0	0	0	0	0	1 Spots
		325951	All Weeks											REVISED
2	AAA MICHIGAN GENERAL OFFICES	60	04/28/15	10:00AM										800.00
	National Agency - 41200 / National Agency - 41200	800.00	04/28/15	3:00PM	N		0	1	0	0	0	0	0	1 Spots
		325952	All Weeks											REVISED
3	AAA MICHIGAN GENERAL OFFICES	60	04/28/15	3:00PM										750.00
	National Agency - 41200 / National Agency - 41200	750.00	04/28/15	7:00PM	N		0	1	0	0	0	0	0	1 Spots
		325953	All Weeks											REVISED
4	AAA MICHIGAN GENERAL OFFICES	60	04/29/15	6:00AM										900.00
	National Agency - 41200 / National Agency - 41200	900.00	04/29/15	10:00AM	N		0	0	1	0	0	0	0	1 Spots
		325954	All Weeks											REVISED
5	AAA MICHIGAN GENERAL OFFICES	60	04/29/15	10:00AM										800.00
	National Agency - 41200 / National Agency - 41200	800.00	04/29/15	3:00PM	N		0	0	1	0	0	0	0	1 Spots
		325955	All Weeks											REVISED
6	AAA MICHIGAN GENERAL OFFICES	60	04/29/15	3:00PM										750.00
	National Agency - 41200 / National Agency - 41200	750.00	04/29/15	7:00PM	N		0	0	1	0	0	0	0	1 Spots
		325956	All Weeks											REVISED
7	AAA MICHIGAN GENERAL OFFICES	60	04/30/15	6:00AM										900.00
	National Agency - 41200 / National Agency - 41200	900.00	04/30/15	10:00AM	N		0	0	0	1	0	0	0	1 Spots
		325957	All Weeks											REVISED
8	AAA MICHIGAN GENERAL OFFICES	60	04/30/15	10:00AM										800.00
	National Agency - 41200 / National Agency - 41200	800.00	04/30/15	3:00PM	N		0	0	0	1	0	0	0	1 Spots
		325958	All Weeks											REVISED

#	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
9	AAA MICHIGAN GENERAL OFFICES	60	04/30/15	3:00PM	N									750.00
	National Agency - 41200 / National Agency - 41200	750.00	04/30/15	7:00PM	N		0	0	0	1	0	0	0	1 Spots
		325959	All Weeks											REVISED
10	AAA MICHIGAN GENERAL OFFICES	60	05/01/15	6:00AM	N									900.00
	National Agency - 41200 / National Agency - 41200	900.00	05/01/15	10:00AM	N		0	0	0	0	1	0	0	1 Spots
		325960	All Weeks											REVISED
11	AAA MICHIGAN GENERAL OFFICES	60	05/01/15	10:00AM	N									800.00
	National Agency - 41200 / National Agency - 41200	800.00	05/01/15	3:00PM	N		0	0	0	0	1	0	0	1 Spots
		325961	All Weeks											REVISED
12	AAA MICHIGAN GENERAL OFFICES	60	05/01/15	3:00PM	N									750.00
	National Agency - 41200 / National Agency - 41200	750.00	05/01/15	7:00PM	N		0	0	0	0	1	0	0	1 Spots
		325962	All Weeks											REVISED
13	AAA MICHIGAN GENERAL OFFICES	60	05/04/15	6:00AM	N									900.00
	National Agency - 41200 / National Agency - 41200	900.00	05/04/15	10:00AM	N		1	0	0	0	0	0	0	1 Spots
		325963	All Weeks											REVISED
14	AAA MICHIGAN GENERAL OFFICES	60	05/04/15	10:00AM	N									800.00
	National Agency - 41200 / National Agency - 41200	800.00	05/04/15	3:00PM	N		1	0	0	0	0	0	0	1 Spots
		325964	All Weeks											REVISED
15	AAA MICHIGAN GENERAL OFFICES	60	05/04/15	3:00PM	N									750.00
	National Agency - 41200 / National Agency - 41200	750.00	05/04/15	7:00PM	N		1	0	0	0	0	0	0	1 Spots
		325965	All Weeks											REVISED

May 15 = 12250.00 / 10412.50 Jun 15 = 0.00 / 0.00 Jul 15 = 0.00 / 0.00 Aug 15 = 0.00 / 0.00 Sep 15 = 0.00 / 0.00 Oct 15 = 0.00 / 0.00
Nov 15 = 0.00 / 0.00 Dec 15 = 0.00 / 0.00 Jan 16 = 0.00 / 0.00 Feb 16 = 0.00 / 0.00 Mar 16 = 0.00 / 0.00 Apr 16 = 0.00 / 0.00

Gross: 12250.00 Net: 10412.50 Total Due: 10412.50 15 Spots

Client Acceptance: _____ **Date:** _____

Account Executive: 4/27/2015 4:28:40 PM by Rhonda Colombo

Sales / Market Manager: 4/27/2015 4:41:30 PM by Tom O'Brien

Business Manager: 4/28/2015 11:13:06 AM by Diane Cunningham

Traffic Manager:

V 5.2

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, 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

REVISED

Apr 30, 15
 CONT# 28771909 Mod# 1 Ver# 3 (Last = Orig CF)
 REP WW1 National
 TO WJR-AM (Detroit, MI)
 FM PATRICK MCGEE
 OFF PHILADELPHIA
 AGY Katz Media Group
 ADDR 125 West 55th Street 3rd Floor
 New York, NY 10019

DDS CONT# 0
 C/P/E: AAAM / Ord. / 427504

SALESPERSON FAX#

PH #

BYR Helen Hanratty
 ADV AAA MICHIGAN GENERAL OFFICES
 PDT AAA Michigan General Offices
 FLT Apr 27, 15 - May 04, 15

*** REP ORDER COMMENT ***

** 4/30/2015 9:24:00 AM: REVISED TO SHORTEN THE MIDDAY PART TO 10A-12NOON. PLEASE DO NOT RUN IN RUSH! THANKS!

** 4/30/2015 9:24:00 AM: THIS IS A KATZ MEDIA GROUP ORDER. ALL BILLING SHOULD BE SENT TO KATZ MEDIA GROUP 125 W 55TH ST./NY,NY 10019. KATZ MEDIA GROUP IS NOT LIABLE FOR PAYMENT.

** 4/30/2015 9:24:00 AM: THIS IS A REVISED ORDER. DO NOT DOUBLE BOOK. PLEASE CONFIRM WITH MICHAEL.MERGET@KATZRADIOGROUP.COM OR CALL 215-557-4208. THANK YOU!

MC	LN	DAYS	TIME	LEN	EFFECTIVE DATES	# OF Day	NPD	RATE	TOT SPTS
CHG		<u>FLIGHT 1</u>							
	1.1	.T.....	6A - 10A	60	04/28/2015 - 04/28/2015	1D	1	\$900.00	1
	1.2	.T.....	10A - 12P	60	04/28/2015 - 04/28/2015	1D	1	\$800.00	1
		DO NOT RUN IN RUSH							
	1.3	.T.....	3P - 7P	60	04/28/2015 - 04/28/2015	1D	1	\$750.00	1
					** FLIGHT TOTALS **		3	\$2,450.00	
CHG		<u>FLIGHT 2</u>							
	2.1	..W....	6A - 10A	60	04/29/2015 - 04/29/2015	1D	1	\$900.00	1
	2.2	..W....	10A - 12P	60	04/29/2015 - 04/29/2015	1D	1	\$800.00	1
		DO NOT RUN IN RUSH							
	2.3	..W....	3P - 7P	60	04/29/2015 - 04/29/2015	1D	1	\$750.00	1
					** FLIGHT TOTALS **		3	\$2,450.00	
CHG		<u>FLIGHT 3</u>							
	3.1	...T...	6A - 10A	60	04/30/2015 - 04/30/2015	1D	1	\$900.00	1
	3.2	...T...	10A - 12P	60	04/30/2015 - 04/30/2015	1D	1	\$800.00	1
		DO NOT RUN IN RUSH							
	3.3	...T...	3P - 7P	60	04/30/2015 - 04/30/2015	1D	1	\$750.00	1

Apr 30, 15

CONT# 28771909 Mod# 1 Ver# 3 (Last = Orig CF)
 REP WW1 National

DDS CONT# 0
 C/P/E: AAAM / Ord. / 427504

				** FLIGHT TOTALS **			3	\$2,450.00	
		FLIGHT 4							
	4.1	....F..	6A - 10A	60	05/01/2015 - 05/01/2015	1D	1	\$900.00	1
CHG	4.2	....F..	10A - 12P	60	05/01/2015 - 05/01/2015	1D	1	\$800.00	1
	DO NOT RUN IN RUSH								
	4.3	....F..	3P - 7P	60	05/01/2015 - 05/01/2015	1D	1	\$750.00	1
				** FLIGHT TOTALS **			3	\$2,450.00	
		FLIGHT 5							
	5.1	M.....	6A - 10A	60	05/04/2015 - 05/04/2015	1D	1	\$900.00	1
CHG	5.2	M.....	10A - 12P	60	05/04/2015 - 05/04/2015	1D	1	\$800.00	1
	DO NOT RUN IN RUSH								
	5.3	M.....	3P - 7P	60	05/04/2015 - 05/04/2015	1D	1	\$750.00	1
				** FLIGHT TOTALS **			3	\$2,450.00	

Apr 30, 15
 CONT# 28771909 Mod# 1 Ver# 3 (Last = Orig CF)
 REP WW1 National

DDS CONT# 0
 C/P/E: AAAM / Ord. / 427504

	May 15						
SPOTS	15						
CASH	12250.00						
TRADE	0.00						
NSL	0.00						
TOTAL	12250.00						
							TOTAL
SPOTS							15
CASH							12,250.00
TRADE							0.00
NSL							0.00
TOTAL							12,250.00

**** Competitive Comments ****

SVC:

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.

Sales Order

Advertiser **AAA MICHIGAN GENERAL OFFICES**Agency **KATZ MEDIA GROUP**Bill To **KATZ MEDIA GROUP****125 W 55TH ST 3RD FLOOR****NEW YORK, NY 10019**

Account

Executive **Philly Katz**Contract # **28771909**Estimate # **AAAM / Ord. / 427504**Description **AAA Michigan General Offices**Stratus # **26224**Special **CHANGED ANY 10-3 LINE TO 10-12 TO AVOID RUNNING IN**
Instructions **RUSH 4/30 RC**New / Revision **Revision**Start Date **04/27/15**End Date **05/04/15**Month Type **Broadcast**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 **National Agency - 41200**Local Income Type **National Agency - 41200**Competitive Code **Insurance Agencies/ Carriers**
Agcy#171

Advt#3534

ADDED TWO MAKE GOODS AS A SORRY FOR A SPOT
THAT RAN IN RUSH ON 4/29Contact **(212) 424-6000**Order Entered **04/27/15**

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	AAA MICHIGAN GENERAL OFFICES	60	04/28/15	6:00AM										900.00
	National Agency - 41200 / National Agency - 41200	900.00	04/28/15	10:00AM	N		0	1	0	0	0	0	0	1 Spots
		325951	All Weeks											
2	AAA MICHIGAN GENERAL OFFICES	60	04/28/15	10:00AM										800.00
	National Agency - 41200 / National Agency - 41200	800.00	04/28/15	3:00PM	N		0	1	0	0	0	0	0	1 Spots
		325952	All Weeks											
3	AAA MICHIGAN GENERAL OFFICES	60	04/28/15	3:00PM										750.00
	National Agency - 41200 / National Agency - 41200	750.00	04/28/15	7:00PM	N		0	1	0	0	0	0	0	1 Spots
		325953	All Weeks											
4	AAA MICHIGAN GENERAL OFFICES	60	04/29/15	6:00AM										900.00
	National Agency - 41200 / National Agency - 41200	900.00	04/29/15	10:00AM	N		0	0	1	0	0	0	0	1 Spots
		325954	All Weeks											
5	AAA MICHIGAN GENERAL OFFICES	60	04/29/15	10:00AM										800.00
	National Agency - 41200 / National Agency - 41200	800.00	04/29/15	3:00PM	N		0	0	1	0	0	0	0	1 Spots
		325955	All Weeks											
6	AAA MICHIGAN GENERAL OFFICES	60	04/29/15	3:00PM										750.00
	National Agency - 41200 / National Agency - 41200	750.00	04/29/15	7:00PM	N		0	0	1	0	0	0	0	1 Spots
		325956	All Weeks											
7	AAA MICHIGAN GENERAL OFFICES	60	04/30/15	6:00AM										900.00
	National Agency - 41200 / National Agency - 41200	900.00	04/30/15	10:00AM	N		0	0	0	1	0	0	0	1 Spots
		325957	All Weeks											
8	AAA MICHIGAN GENERAL OFFICES	60	04/30/15	10:00AM										800.00
		800.00	04/30/15	3:00PM	N		0	0	0	1	0	0	0	1 Spots

#	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
National Agency - 41200 / National Agency - 41200		325958	All Weeks											
9		60	04/30/15	3:00PM										750.00
	AAA MICHIGAN GENERAL OFFICES	750.00	04/30/15	7:00PM	N		0	0	0	1	0	0	0	1 Spots
National Agency - 41200 / National Agency - 41200		325959	All Weeks											
10		60	05/01/15	6:00AM										900.00
	AAA MICHIGAN GENERAL OFFICES	900.00	05/01/15	10:00AM	N		0	0	0	0	1	0	0	1 Spots
National Agency - 41200 / National Agency - 41200		325960	All Weeks											
11		60	05/01/15	10:00AM										800.00
	AAA MICHIGAN GENERAL OFFICES	800.00	05/01/15	12:00PM	N		0	0	0	0	1	0	0	1 Spots
National Agency - 41200 / National Agency - 41200		325961	All Weeks											REVISED
12		60	05/01/15	3:00PM										750.00
	AAA MICHIGAN GENERAL OFFICES	750.00	05/01/15	7:00PM	N		0	0	0	0	1	0	0	1 Spots
National Agency - 41200 / National Agency - 41200		325962	All Weeks											
13		60	05/04/15	6:00AM										900.00
	AAA MICHIGAN GENERAL OFFICES	900.00	05/04/15	10:00AM	N		1	0	0	0	0	0	0	1 Spots
National Agency - 41200 / National Agency - 41200		325963	All Weeks											
14		60	05/04/15	10:00AM										800.00
	AAA MICHIGAN GENERAL OFFICES	800.00	05/04/15	12:00PM	N		1	0	0	0	0	0	0	1 Spots
National Agency - 41200 / National Agency - 41200		325964	All Weeks											REVISED
15		60	05/04/15	3:00PM										750.00
	AAA MICHIGAN GENERAL OFFICES	750.00	05/04/15	7:00PM	N		1	0	0	0	0	0	0	1 Spots
National Agency - 41200 / National Agency - 41200		325965	All Weeks											
16		60	05/01/15	10:00AM										0.00
	MAKE GOOD FROM 4/29	0.00	05/04/15	12:00PM	N		1				1			2 Spots
National Agency - 41200 / National Agency - 41200		326114	All Weeks											REVISED
May 15 = 12250.00 / 10412.50 Jun 15 = 0.00 / 0.00 Jul 15 = 0.00 / 0.00 Aug 15 = 0.00 / 0.00 Sep 15 = 0.00 / 0.00 Oct 15 = 0.00 / 0.00														
Nov 15 = 0.00 / 0.00 Dec 15 = 0.00 / 0.00 Jan 16 = 0.00 / 0.00 Feb 16 = 0.00 / 0.00 Mar 16 = 0.00 / 0.00 Apr 16 = 0.00 / 0.00														

Gross: 12250.00 Net: 10412.50 Total Due: 10412.50 17 Spots

Client Acceptance: _____

Date: _____

Account Executive: 4/30/2015 9:32:47 AM by Rhonda Colombo

Sales / Market Manager:

Business Manager:

Traffic Manager:

V 5.2

ALL ORDERS SUBJECT TO THE STANDARD TERMS AND CONDITIONS ATTACHED HERETO