



POLITICAL & ISSUE ADVERTISERS
PUBLIC FILE CHECKLIST

Flight Date: 3/16/15 - 3/23/15

The following documents are included in the public file for:

Safe Roads Yes

(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: 3.12.2015



POLITICAL & ISSUE ADVERTISERS
PUBLIC FILE CHECKLIST

Flight Date: 3/24/15 - 4/5/15

The following documents are included in the public file for:

Safe Roads Yes (this denotes extension)

(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: Erin Albers

Date: 3.23.15

Client: Safe Roads Yes
 Product:
 Campaign: Radio: 3/16-3/23/15

Station Order

Strategic Media Services, Inc
 1911 North Ft Myer Drive
 Arlington, VA 22209
 202-337-5700

Rev #: 0
 Flight From: 03/16/2015 to 03/23/2015

Estimate No.:
 Contract No.:
 Job No.:

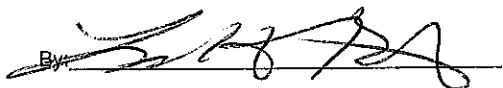
Buyer Name: Liz Holland
 Sweeps: Manual Ratings

Market: DETROIT
 Station: WJR-AM
 Station Contact: Adele/Terry

Actg. Order No.: 13455
 WS Order No.: 96537
 Contract No.:

Item#	Days/ Times	DP/ Len	Program Title/ Comm1 Tag	Station Gross	Mar	Mar	Mar	Mar	Mar	Mar	Mar	Mar	Total
				Rate/ Total	16	17	18	19	20	21	22	23	Spots
1	MTWRF-- 06:00A-10:00A	AM 60	NEWS/TALK	\$900.00 \$3,600.00	.	1	.	1	1	.	.	1	4
2	MTWRF-- 10:00A-03:00P	MD 60	NEWS/TALK/SPOR	\$800.00 \$4,000.00	.	1	1	1	1	.	.	1	5
3	MTWRF-- 03:00P-07:00P	PM 60	DR. LAURA	\$750.00 \$3,750.00	1	1	1	1	.	.	.	1	5
					\$11,350.00	1	3	2	3	2	.	3	14

Month	Spots	Station Gross Dollars
Mar	14	\$11,350.00
	14	\$11,350.00

By: 

Sales Order

Advertiser **SAFE ROADS YES**
Agency **STRATEGIC MEDIA INC**

Bill To **STRATEGIC MEDIA INC**
511 CONGRESS STREET
9TH FLOOR
PORTLAND, ME 04101

Account
Executive **Link Bessert**
Contract #
Estimate #
Description
Stratus # **25464**
Special
Instructions

Contact **JOSH KNOCK 207-871-9958 X215**

New / Revision **New**
Start Date **03/16/15**
End Date **03/23/15**
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 **Political: Agency Candidate "Use" - 42100**
Local Income Type **Political Loc/Reg - 42100**
Competitive Code **Political** Advt#3459 Agcy#608

Order Entered **03/12/15**

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	SAFE ROADS YES	60 900.00	03/16/15 03/20/15	6:00AM 10:00AM	N			1		1	1			2700.00
	Political: Agency Candidate "Use" - 42100 / Political Loc/Reg - 42100	313312	All Weeks											3 Spots REVISED
2	SAFE ROADS YES	60 800.00	03/16/15 03/20/15	9:00AM 3:00PM	N			1	1	1	1			3200.00
	Political: Agency Candidate "Use" - 42100 / Political Loc/Reg - 42100	313313	All Weeks											4 Spots REVISED
3	SAFE ROADS YES	60 750.00	03/16/15 03/20/15	3:00PM 7:00PM	N		1	1	1	1				3000.00
	Political: Agency Candidate "Use" - 42100 / Political Loc/Reg - 42100	313314	All Weeks											4 Spots REVISED
4	SAFE ROADS YES	60 900.00	03/23/15 03/23/15	6:00AM 10:00AM	N		1							900.00
	Political: Agency Candidate "Use" - 42100 / Political Loc/Reg - 42100	313315	All Weeks											1 Spots REVISED
5	SAFE ROADS YES	60 800.00	03/23/15 03/23/15	10:00AM 3:00PM	N		1							800.00
	Political: Agency Candidate "Use" - 42100 / Political Loc/Reg - 42100	313316	All Weeks											1 Spots REVISED
6	SAFE ROADS YES	60 750.00	03/23/15 03/23/15	3:00PM 7:00PM	N		1							750.00
	Political: Agency Candidate "Use" - 42100 / Political Loc/Reg - 42100	313317	All Weeks											1 Spots REVISED

Mar 15 = 11350.00 / 9647.50
Apr 15 = 0.00 / 0.00

May 15 = 0.00 / 0.00
Nov 15 = 0.00 / 0.00

Jun 15 = 0.00 / 0.00
Dec 15 = 0.00 / 0.00

Jul 15 = 0.00 / 0.00
Jan 16 = 0.00 / 0.00

Aug 15 = 0.00 / 0.00
Feb 16 = 0.00 / 0.00

Gross: 11350.00 Net: 9647.50 Total Due: 9647.50 14 Spots

Client Acceptance: _____

Date: _____

Account Executive: 3/12/2015 11:28:26 AM by Link Bessert

Sales / Market Manager:

Business Manager:

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

Credit Card Authorization Form

Company (please check one)

Cumulus Broadcasting, LLC (CBI-) ☒Susquehanna Radio Corp (CMPSC-) ☐CMP KC, LLC (CMPKC-) ☐

Station/Market: WJR-AM C# 25164

Sales Order #/Inv # CIA for Safe Roads Yes

Salesperson: Katz/Philly / Link Base

Advertiser/Agency: Safe Roads Yes/Strategic Media Services

Invoice/Order Date: 3/12/15

Transaction Amount: \$9,647.50

Credit Card Type: Visa - Master - Discover - Amex Expiration Date: 2/16

Card Number: 3715 575 933 21003 (16 digits 15 digits for Amex)

CVV2/CID Number: 6311 (3 digits or 4 digits for Amex)

Card Holder's Name (as it appears on credit card):

Name: David Neal

Phone: 202-337-5700 Email: twoodrum@strategicmediaservices.com

Card Holder's Billing Address (as it appears on card holder's credit card statement):

Street 1: 1911 North Ft. Myer Dr., Suite #400

Street 2: _____

City: Arlington

State: VA Zip Code: 22209

Customer Authorization and Signature

By signing this authorization, I authorize Cumulus to charge my credit card in the amount of the total shown above. If the company is unable to process my payment, I will be responsible for an alternate payment arrangement and any late fees which result.

By signing this authorization, I acknowledge that I have read and agree to all of the above and all information given is complete and accurate. Initial here if you authorize this form to be sent via fax or e-mail DU

Cardholder's Signature

Title

Date

Business Office Use Only:

Approval/Declined Code

PLEASE SEND COMPLETED FORM TO BUSINESS OFFICE FAX 313-871-6390



Cumulus Media Detroit (964017)
Stacey Ferguson
Mar 13, 2015 7:52 AM PDT

Cumulus Media Detroit Account Transaction Results

Status:
approved

Transaction ID:
023-0224612812

AVS:
Y
Transaction Details

Date:
03-13-2015 07:52 PDT

Transaction Type:
sale

Amount:
\$9647.50

Card Type:
American Express

Account Number:
xxxxxxxx-1003

Name:
David Neal

Address:
1911 North Ft. Myer Dr. Suite 400

City, State, Zip:
Arlington, VA 22209

Order Number:
25464

Authcode:
197573

Merchant Name:
Safe Roads Yes/Strategic Media Services

Station/AE:
WJR

Invoice Number:
25464

Printable Results
Results Detailed Description
The transaction was successful.

Cumulus Media Detroit Account Transaction Results

3011 W. Grand Blvd.
Detroit, MI 48202
Phone # 313-873-9700

Status: **approved**
Transaction ID: **023-0224612812**
AVS: **Y**

Transaction Details

Date: **03-13-2015 07:52 PDT**
Transaction Type: **sale**
Amount: **\$9647.50**
Card Type: **American Express**
Account Number: **xxxxxxxx-1003**
Name: **David Neal**
Address: **1911 North Ft. Myer Dr.
Suite 400**
City, State, Zip: **Arlington, VA 22209**
Order Number: **25464**
Authcode: **197573**
Merchant Name: **Safe Roads
Yes/Strategic Media
Services**
Station/AE: **WJR**
Invoice Number: **25464**

Customer Signature **X** _____

* * * Communication Result Report (Mar. 13. 2015 1:33PM) * * *

1)
2)

Date/Time: Mar. 13. 2015 1:32PM

File No. Mode	Destination	Pg(s)	Result	Page Not Sent
2563 Memory TX	717035276245	P. 1	OK	

Reason for error

E. 1) Hang up or line fail

E. 3) No answer

E. 5) Exceeded max. E-mail size

E. 2) Busy

E. 4) No facsimile connection

Strategic Media Services1911 North Ft. Myer Drive, Suite 400 Arlington, VA 22209
Phone: 202-337-5700 Fax: 703-527-6245**TRAFFIC INSTRUCTIONS******PLEASE SIGN AND FAX BACK UPON RECEIPT OF SPOT******TO:** MI Radio Traffic Managers**FROM:** Ryan Gracy**DATE:** 3/13/2015; 1 PM EST**Advertiser:** Safe Roads Yes**Monday, March 16th - TEN.** Please run the following: 30 commercial rotations for Safe Roads Yes:**Monday 3/16 - TEN**

100%

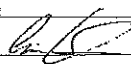
"SRV15R01_Swerve_rev"

Spot is attached to this email****Please fill out the information below and fax to 703-527-6245****Once the spot is received, it is absolutely necessary that we receive confirmation.**

Please call me with any questions or concerns at 202-337-5700.

These instructions are confidential and intended solely for the individual or entity to which they are addressed

***Our station received the traffic instructions and spot:**

Title of spot(s)	SRV15R01 - SWERVE - REV
Station	WJL-AM
Signature/Department	 WJL-AM Sales Assistant
Date	3/13/15
*PLEASE NOTE WHEN SPOT WILL START Monday, March 16, 2015	

Strategic Media Services

1911 North Ft. Myer Drive, Suite 400 Arlington, VA 22209
Phone: 202-337-5700 Fax: 703-527-6245

TRAFFIC INSTRUCTIONS

****PLEASE SIGN AND FAX BACK UPON RECEIPT OF SPOT****

TO: MI Radio Traffic Managers

FROM: Ryan Gracy

DATE: 3/13/2015; 1 PM EST

Advertiser: Safe Roads Yes

Monday, March 16th – TFN. Please run the following: ³⁰ commercial rotations for Safe Roads Yes: ₆₀

Monday 3/16 - TFN

100%

“SRY15R01_Swerve_rev”

Spot is attached to this email


****Please fill out the information below and fax to 703-527-6245**

Once the spot is received, it is absolutely necessary that we receive confirmation.

Please call me with any questions or concerns at 202-337-5700.

These instructions are confidential and intended solely for the individual or entity to which they are addressed

***Our station received the traffic instructions and spot:**

Title of spot(s)	SRY15R01-SWERVE-REV
Station	WJR-AM
Signature/Department	 WJR-AM Sales Assistant
Date	3/13/15
*PLEASE NOTE WHEN SPOT WILL START Monday, March 16, 2015	

Client: Safe Roads Yes
 Product:
 Campaign: WJR: 3/24 - 4/3/15

Station Order

Strategic Media Services, Inc
 1911 North Ft Myer Drive
 Arlington, VA 22209
 202-337-5700

Rev #: 1
 Flight From: 03/24/2015 to 04/03/2015

Estimate No.:
 Contract No.:
 Job No.:

Buyer Name: Liz Holland
 Sweeps: Manual Ratings

Market: DETROIT
 Station: WJR-AM
 Station Contact: Adele/Terry

Actg. Order No.: 13507
 WS Order No.: 96749
 Contract No.:

Item#	Days/ Times	DP/ Len	Program Title/ Comm1 Tag	Station Gross			
				Rate/ Total	Mar 23	Mar 30	Total Spots
1	MTWRFSSu 06:00A-10:00A	AM 60	NEWS/TALK/SPOR	\$700.00 \$4,900.00	4	3	7
2	MTWRFSSu 03:00P-07:00P	PM 60	NEWS/TALK/SPOR	\$500.00 \$3,500.00	4	3	7
				\$8,400.00	8	6	14

Month	Spots	Station Gross Dollars
Mar	8	\$4,800.00
Apr	6	\$3,600.00
	14	\$8,400.00

By: 

Sales Order

Advertiser **SAFE ROADS YES**
Agency **STRATEGIC MEDIA INC**

Bill To **STRATEGIC MEDIA INC**
511 CONGRESS STREET
9TH FLOOR
PORTLAND, ME 04101

Account
Executive **Link Bessert**
Contract #
Estimate #
Description
Stratus # **25630**
Special
Instructions

Contact **JOSH KNOCK 207-871-9958 X215**

New / Revision **New**

Start Date **03/24/15**

End Date **04/05/15**

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 **Political: Agency Issue/Non "Use" - 42100**

Local Income Type **Local Agency - 40200**

Competitive Code **Political** Advt#**3459** Agcy#**608**

Order Entered **03/20/15**

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	SAFE ROADS YES	60	03/24/15	6:00AM										2800.00
	SAFE ROADS YES	700.00	03/29/15	10:00AM	Y	4		X	X	X	X	X	X	4 Spots
	Political: Agency Issue/Non "Use" - 42100 / Local Agency - 40200	315792	All Weeks											REVISED
2	SAFE ROADS YES	60	03/26/15	3:00PM										1000.00
	SAFE ROADS YES	500.00	03/29/15	7:00PM	Y	2				X	X	X	X	2 Spots
	Political: Agency Issue/Non "Use" - 42100 / Local Agency - 40200	315793	All Weeks											REVISED
3	SAFE ROADS YES	60	03/30/15	6:00AM										2100.00
	SAFE ROADS YES	700.00	04/03/15	10:00AM	Y	3	X	X		X		X	X	3 Spots
	Political: Agency Issue/Non "Use" - 42100 / Local Agency - 40200	315794	All Weeks											REVISED
4	SAFE ROADS YES	60	03/30/15	3:00PM										2500.00
	SAFE ROADS YES	500.00	04/03/15	7:00PM	Y	5	X	X	X	X	X	X	X	5 Spots
	Political: Agency Issue/Non "Use" - 42100 / Local Agency - 40200	315795	All Weeks											REVISED
Mar 15 = 3800.00 / 3230.00 Apr 15 = 4600.00 / 3910.00 May 15 = 0.00 / 0.00 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														

Gross: 8400.00 Net: 7140.00 Total Due: 7140.00 14 Spots

Client Acceptance: _____

Date: _____

Account Executive: 3/20/2015 12:31:43 PM by Link Bessert

Sales / Market Manager:

Business Manager:

Traffic Manager:

V5.2

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STANDARD TERMS AND CONDITIONS

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

4. TERMINATION

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

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

Erina Albertson

From: Link Bessert
Sent: Tuesday, March 24, 2015 12:00 PM
To: Erina Albertson
Cc: Lakeisha Blow
Subject: FW: CC Receipt 3.23.15 WJR Safe Roads Yes

Safe Roads Yes CC for public file

Lakeisha, when you send out any CC receipts for issue or political orders please cc Erina so she can put a copy in the public file.

thanks

From: Lakeisha Blow
Sent: Monday, March 23, 2015 11:06 AM
To: twoodrum@strategicmediaservices.com
Cc: Link Bessert
Subject: CC Receipt 3.23.15 WJR Safe Roads Yes

Cumulus Media Detroit Account Transaction Results
3011 W. Grand Blvd.
Detroit, MI 48202
Phone # 313-873-9700

*

Status:

approved

*

Transaction ID:

023-0225255632

*

AVS:

Y

Transaction Details

*

Date:

03-23-2015 08:01 PDT

*

Transaction Type:

sale

*

Amount:

\$7140.00

*

Card Type:

American Express

*

Account Number:

xxxxxxxx-1003

*

Name:

David Neal

*

Address:

1911 North Ft. Myer Dr. Suite 400

*

City, State, Zip:

Arlington, VA 22209

*

Order Number:

25630

*

Authcode:

169206

*

Merchant Name:

Safe Roads Yes

*

Station/AE:

WJR

*

Invoice Number:

Customer Signature **X** _____

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