

## CANDIDATE ADVERTISEMENT AGREEMENT FORM

See **Order** for proposed schedule and charges. See **Invoice** for actual schedule and charges.

I, L.W. Briggs, II, hereby request station time as follows:

IDENTIFY CANDIDATE TYPE

- FEDERAL CANDIDATE  
 STATE OR LOCAL CANDIDATE

**ALL QUESTIONS/BLOCKS MUST BE COMPLETED**

Candidate name:  
Valerie Jones Giltmore

Authorized committee:  
Committee To Elect Valire Jones Giltmore

Agency requesting time (and contact information):  
 N/A

Candidate's political party:  
Republican

Office sought (no acronyms or abbreviations):  
37th District House Of Representatives

Date of election: 12-21-23  General  Primary

Treasurer of candidate's authorized committee:  
Jane Brock

The undersigned represents that:  
 (1) the payment for the broadcast time requested has been furnished by (check one box below):  
 the candidate listed above who is a legally qualified candidate, or  
 the authorized committee of the legally qualified candidate listed above;  
 (2) this station is authorized to announce the time as paid for by such person or entity; and  
 (3) this station has disclosed its political advertising policies, including applicable classes and rates, discount, promotion and other sales practices (not applicable to federal candidates).

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

Candidate/Committee/Agency	Station Representative
Signature:	Signature:
Name: L.W. Briggs, II	Name: Sandy Christensen
Date of Request to Purchase Ad Time: 12-05-23	Date of Station Agreement to Sell Time: 12-5-23

**Federal Candidate Certification:**

The undersigned hereby certifies that the broadcast matter to be aired pursuant to this disclosure either (1) does not refer to an opposing candidate or, if it does, (2) contains a clearly identifiable photograph or similar image of the candidate for a duration of at least four seconds and a simultaneously displayed printed statement identifying the candidate, that the candidate approved the broadcast and that the candidate and/or the candidate's authorized committee paid for the broadcast or if radio programming, contains a personal audio statement by the candidate that identifies the candidate, the office being sought and that the candidate has approved the broadcast.

**Candidate/Authorized Committee/Agency**

Signature:

Name:

Date:

**TO BE COMPLETED BY STATION ONLY**

Ad submitted to Station?  Yes  No Date ad received: 12-5-23

**Note: Must have separate PB-19 Forms for each version of the ad (i.e., for every ad with differing copy).**

Federal candidate certification signed (above):  Yes  No  N/A

Disposition:

- Accepted
- Accepted IN PART (e.g., ad copy not yet received to determine sponsor ID)\*
- Rejected – provide reason:

\*Upload partially accepted form, then promptly upload updated final form when complete.

Date and nature of follow-ups, if any (e.g., insufficient sponsor ID tag):

Contract #: <u>MB 567</u>	Station Call Letters: <u>WGMD</u>	Date Received/Requested: <u>12-5-2023</u>
Est. #: <u>—</u>	Station Location: <u>31549 Dutton Ln Lewis De</u>	Run Start and End Dates: <u>12-6-23 thru 12-7-23</u>

Upload order, this form and invoice (or traffic system print-out) or other documents reflecting this transaction to the OPIF or use this space to document schedule of time purchased, when spots actually aired, the rates charged and the classes of time purchased or attach separately. If station will not upload the actual times spots aired until an invoice is generated, the name of a contact person who can provide that information immediately should be placed in the "Terms and Disclosures" folder in the OPIF. Contract attached.



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Valerie Jones Giltmore

Authorized committee:

Committee To Elect Valire Jones Giltmore

Agency requesting time (and contact information):

N/A

Candidate's political party:

Republican

Office sought (no acronyms or abbreviations):

37th District House Of Representatives

Date of election:

12-21-23

General

Primary

Treasurer of candidate's authorized committee:

Jane Brock

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**Candidate/Committee/Agency**

**Station Representative**

Signature:



Signature:



Name: L.W. Briggs, II

Name:

Sandy Christensen

Date of Request to Purchase Ad Time: 12-05-23

Date of Station Agreement to Sell Time: 12-5-23

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**Candidate/Authorized Committee/Agency**

Signature:

Name:

Date:

**TO BE COMPLETED BY STATION ONLY**

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Contract #: <u>MB 567</u>	Station Call Letters: <u>WGMD</u>	Date Received/Requested: <u>12-5-2023</u>
Est. #: <u>—</u>	Station Location: <u>31549 Dutton Ln Lewes De</u>	Run Start and End Dates: <u>12-8-23 to 12-14-23</u>

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*Contract attached.*



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Authorized committee:

Committee To Elect Valire Jones Giltmore

Agency requesting time (and contact information):

N/A

Candidate's political party:

Republican

Office sought (no acronyms or abbreviations):

37th District House Of Representatives

Date of election:

12-21-23

General

Primary

Treasurer of candidate's authorized committee:

Jane Brock

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**Candidate/Committee/Agency**

**Station Representative**

Signature:

Signature:

Name: L.W. Briggs, II

Name:

Date of Request to Purchase Ad Time: 12-05-23

Date of Station Agreement to Sell Time: 12-5-23

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Est. #: <u>—</u>	Station Location: <u>31549 Dutton Ln Lewis De</u>	Run Start and End Dates: <u>12-15-23 to 12-18-23</u>

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Candidate's political party:

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Date of election:

12-21-23

General  Primary

Treasurer of candidate's authorized committee:

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### Candidate/Committee/Agency

Signature:

Name: L.W. Briggs, II

Date of Request to Purchase Ad Time: 12-05-23

### Station Representative

Signature:

Name: Sandy Christensen

Date of Station Agreement to Sell Time: 12-5-23

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Est. #: <u>—</u>	Station Location: <u>31549 Dutton Ln Lewis De</u>	Run Start and End Dates: <u>12-19-23-12-21-23</u>

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# Agreement

Agreement #: CON-SAL-MB-567  
 Product: Day Part Ads  
 Type: Cash  
 Flight: 12-06-2023 - 12-21-2023  
 12-05-2023  
 General Election Political Ads

## DataTech Digital, LLC - The Talk of Delmarva

Mike Bradley  
 P.O. Box 530  
 Rehoboth Beach DE  
 US 19971  
 mike.bradley@wgmd.com

## Committee to Elect Valerie Jones Giltner

Lewis Briggs  
 P.O.Box 744  
 Georgetown DE  
 US 19958  
 lewis@cooperealty.com

Description				Run Dates								Cost	Calendar Month	Spots
Special Election 37th District Campaign Ads / #1				12-06-2023 to 12-21-2023								Based on Rate & Volume		93
Media Outlet: WGMD														
WC 12-04-2023				Mon	Tue	Wed	Thu	Fri	Sat	Sun				
Daypart	Type	Length	Rate	12/04	12/05	12/06	12/07	12/08	12/09	12/10	Units	Cost		
Md-Morning M-F (9am-12pm)	Political	30sec	\$25.30	0	0	1	1	0	0	0	2	\$50.60		
Md-Day (12pm-3pm)	Political	30sec	\$25.30	0	0	2	3	0	0	0	5	\$126.50		
Afternoon Drive M-F (3pm-6pm)	Political	30sec	\$25.30	0	0	2	3	0	0	0	5	\$126.50		
05:00pm - 05:59pm	Political	30sec	\$26.45	0	0	0	0	1	0	0	1	\$26.45		
04:00pm - 04:59pm	Political	30sec	\$26.45	0	0	0	0	1	0	0	1	\$26.45		
03:00pm - 03:59pm	Political	30sec	\$26.45	0	0	0	0	1	0	0	1	\$26.45		
02:00pm - 02:59pm	Political	30sec	\$26.45	0	0	0	0	1	0	0	1	\$26.45		
01:00pm - 01:59pm	Political	30sec	\$26.45	0	0	0	0	1	0	0	1	\$26.45		
12:00pm - 12:59pm	Political	30sec	\$26.45	0	0	0	0	1	0	0	1	\$26.45		
11:00am - 11:59am	Political	30sec	\$26.45	0	0	0	0	1	0	0	1	\$26.45		
10:00am - 10:59am	Political	30sec	\$26.45	0	0	0	0	1	0	0	1	\$26.45		
09:00am - 09:59am	Political	30sec	\$26.45	0	0	0	0	1	0	0	1	\$26.45		
08:00am - 09:00am	Political	30sec	\$26.45	0	0	1	1	1	0	0	3	\$79.35		
07:00am - 08:00am	Political	30sec	\$26.45	0	0	1	1	1	0	0	3	\$79.35		
06:00am - 07:00am	Political	30sec	\$26.45	0	0	1	1	1	0	0	3	\$79.35		
<b>Total per station</b>											30	\$779.70		
<b>Week total</b>											30	\$779.70		
WC 12-11-2023				Mon	Tue	Wed	Thu	Fri	Sat	Sun				
Daypart	Type	Length	Rate	12/11	12/12	12/13	12/14	12/15	12/16	12/17	Units	Cost		

Md-Morning MF (9am-12pm)	Political	30sec	\$25.30	1	1	1	1	1	0	0	5	\$126.50
Afternoon Drive M-F(3pm-6pm)	Political	30sec	\$25.30	2	2	2	2	2	0	0	10	\$253.00
08:00am - 09:00am	Political	30sec	\$26.45	1	1	1	1	1	0	0	5	\$132.25
07:00am - 08:00am	Political	30sec	\$26.45	1	1	1	1	1	0	0	5	\$132.25
06:00am - 07:00am	Political	30sec	\$26.45	1	1	1	1	1	0	0	5	\$132.25
<b>Total per station</b>											30	\$776.25
<b>Week total</b>											30	\$776.25

W/C 12-18-2023				Mon	Tue	Wed	Thu	Fri	Sat	Sun		
Daypart	Type	Length	Rate	12/18	12/19	12/20	12/21	12/22	12/23	12/24	Units	Cost
Md-Morning MF (9am-12pm)	Political	30sec	\$25.30	1	1	2	0	0	0	0	4	\$101.20
Md-Day (12pm-3pm)	Political	30sec	\$25.30	0	0	2	0	0	0	0	2	\$50.60
Afternoon Drive M-F(3pm-6pm)	Political	30sec	\$25.30	2	2	2	0	0	0	0	6	\$151.80
05:00pm - 05:59pm	Political	30sec	\$26.45	0	0	0	1	0	0	0	1	\$26.45
04:00pm - 04:59pm	Political	30sec	\$26.45	0	0	0	1	0	0	0	1	\$26.45
03:00pm - 03:59pm	Political	30sec	\$26.45	0	0	0	1	0	0	0	1	\$26.45
02:00pm - 02:59pm	Political	30sec	\$26.45	0	0	0	1	0	0	0	1	\$26.45
01:00pm - 01:59pm	Political	30sec	\$26.45	0	0	0	1	0	0	0	1	\$26.45
12:00pm - 12:59pm	Political	30sec	\$26.45	0	0	0	1	0	0	0	1	\$26.45
11:00am - 11:59am	Political	30sec	\$26.45	0	0	0	1	0	0	0	1	\$26.45
10:00am - 10:59am	Political	30sec	\$26.45	0	0	0	1	0	0	0	1	\$26.45
09:00am - 09:59am	Political	30sec	\$26.45	0	0	0	1	0	0	0	1	\$26.45
08:00am - 08:59am	Political	30sec	\$26.45	1	1	1	1	0	0	0	4	\$105.80
07:00am - 07:59am	Political	30sec	\$26.45	1	1	1	1	0	0	0	4	\$105.80
06:00am - 06:59am	Political	30sec	\$26.45	1	1	1	1	0	0	0	4	\$105.80
<b>Total per station</b>											33	\$859.05
<b>Week total</b>											33	\$859.05

Total Spots

93

Total

\$2,415.00

Amounts quoted are in USD

Projected Billing (USD)

December, 2023

\$2,415.00



## Authority to Proceed

Signatures on this page incorporate compliance with the provisions on the subsequent pages of this agreement are a part hereof. This agreement shall be binding on the station only when signed by its Marketing Consultant Manager or Business Manager. This contract shall be interpreted under Delaware law, and all legal actions will be in the Delaware State Court System, in and for Sussex County by agreement of the advertiser and the station.

By   
For Data Tech Digital, LLC - WGMD | WUSX  
  
Printed Name

This is a contract for services. Any breach of contract, Delaware law applies.

The corporation, LLC, partnership, other corporate entity or individual contracting for radio time covered by this contract (hereinafter called ADVERTISER) and the station accepting this contract (hereinafter called STATION) hereby agree that this contract shall be governed by the following conditions:

### 1. PAYMENT AND BILLING

- (a) Station will bill ADVERTISER monthly, using the calendar month, unless otherwise provided on the face of this agreement. STATION reserves the right to have new ADVERTISERS prepay the first ninety (90) days of any new agreement.
- (b) Payment by ADVERTISER is due within fifteen (15) days after receipt of invoice by ADVERTISER.
- (c) STATION agrees to hold ADVERTISER solely liable for payments to be made under this agreement, except that where ADVERTISER is not an advertising agency the person, firm or corporation which authorizes ADVERTISER to contract for radio time hereunder shall be liable in the event of default by the ADVERTISER.
- (d) STATION will add a service charge of two (2) percent per month ((twenty-four percent (24%)) annual percentage rate) to any past due balance over thirty (30) days.
- (e) Term Rates, including yearly discounts expire upon breach of contract and contract balance will be recalculated according to the current rate card (see 2c).

### 2. TERMINATION

- (a) Commercial announcements may be cancelled by STATION or ADVERTISER upon 14 days prior written notice, but no such cancellation shall be effective until 14 days after the initial start of broadcasting hereunder unless otherwise stated on face of contract.
- (b) Programs may be cancelled by STATION or ADVERTISER upon twenty-eight (28) days prior written notice, but no such cancellation shall be effective until 28 days after the initial start of broadcasting hereunder unless otherwise stated on face of contract.
- (c) If the ADVERTISER cancels the contract, the earned rate will apply. If STATION cancels the contract, ADVERTISER shall have the benefit of the same discounts which it would have earned had it been allowed to complete this contract.

### 3. EFFECT OF BREACH

- (a) STATION reserves the right to cancel this contract upon default of ADVERTISER in the payment of bills or other material breach of the terms hereof at any time upon prior notice. Upon such cancellation, all charges for broadcasts completed hereunder and not paid shall become immediately due and payable. If STATION cancels by reason of ADVERTISER'S material breach, ADVERTISER'S only liability shall be to pay for broadcasts completed hereunder prior to cancellation by STATION.
- (b) In the event of a material breach by the STATION in performing this contract, ADVERTISER reserves the right to cancel this contract at any time upon prior notice.
- (c) In the event suit is instituted to collect unpaid advertising charges, ADVERTISER agrees to pay reasonable attorney's fees and all other costs incurred by STATION or its assignees. Venue shall lie in Sussex County, Delaware.

### 4. FAILURE TO BROADCAST

- (a) If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes or for any other cause, including mechanical or electronic breakdowns, beyond STATION'S control, there is an interruption or omission of any commercial announcement or program contracted to be broadcast hereunder, STATION may suggest a substitute time period for the broadcast of the interrupted or omitted commercial announcement or program. If no such substitute time period is acceptable to ADVERTISER, STATION shall allow ADVERTISER one (1) with respect to a program, a pro rata reduction in the time and/or program charges hereunder in the amount of money assigned to the time and/or program charges at time of purchase and two (2) with respect to a commercial announcement, a reduction in the time charges equal to the amount of money assigned to the commercial announcement at time of purchase. ADVERTISER shall have the benefit of the same discounts which would have been earned if there had been no interruption or omission in the broadcast.

### 5. RATES AND CHARGES

- (a) STATION reserves the right to increase rates, but no such increases shall be applied to broadcasts under this contract.

### 6. PROGRAM AND COMMERCIAL MATTER

- (a) Broadcast program and commercial matter provided by ADVERTISER is subject to approval and STATION may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality. In the event the program or commercial materials are unsatisfactory, STATION shall notify ADVERTISER by telephone and, unless ADVERTISER furnishes satisfactory material by broadcast time, this contract may be terminated by either party without penalty to either party.
- (b) The provision of content in the ad, in particular, the stock footage, will not be permitted to be modified, changed or used in any other contexts except in the content that is supplied to you.

**7. BROADCAST LIABILITIES**

(a) STATION agrees to hold and save ADVERTISER harmless against all liability resulting from the broadcast of (1) program material except program material furnished by ADVERTISER and (2) musical composition licensed for broadcast by a music licensing organization of which STATION is licensee. ADVERTISER agrees to hold and save STATION harmless against all liabilities resulting from the broadcast of commercial material or program material furnished by ADVERTISER except musical compositions licensed as stated above.

**8. GENERAL**

(a) STATION shall exercise normal precautions in handling of property and mail, but assumes no liability for Loss of or damage to program or commercial matter and other property furnished by ADVERTISER in connection with broadcasts hereunder. STATION will not accept or process mail, correspondence, or telephone calls in connection with broadcast except after prior approval.

(b) This contract, including the rights under it and may not be assigned or transferred without first obtaining the consent of STATION in writing, nor may STATION be required to broadcast hereunder for the benefit of any advertiser other than the one named on the face of this contract. Failure of STATION or ADVERTISER to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision.

(c) STATION'S obligations hereunder are subject to the terms and conditions of licenses held by it and to applicable federal, state and local laws and regulations.

(d) This contract contains the entire agreement between parties relating to the subject matter herein contained, and no change or modification of any of its terms and provisions shall be effective unless made in writing and signed by both parties.

(e) At the STATION'S election for new advertisers, a personal guarantee may be required.

(f) NONDISCRIMINATION POLICY: [Licensee] and its station(s) cannot discriminate in advertising contracts on the basis of race or ethnicity, and will not accept any advertising which is intended to discriminate on the basis of race or ethnicity. Advertiser represents and warrants that it is not purchasing advertising time from [Licensee] or its station(s) that is intended to discriminate on the basis of race or ethnicity.

✓ Success This Agreement was signed by L.B. on just now.

L.B.  
just now

Last revised 12-05-2023 (7:23am)