



AGREEMENT

This Agreement is entered into and made effective on this 15th day of September, 2022, by and between (i) Main Street Communications, LLC, a political consulting firm based in Davenport, Iowa (hereinafter referred to as “Main Street”); (ii) and Mary Kathleen Figaro (“Candidate”) and the Kathleen Figaro for Senate Committee, Candidate’s principal campaign committee (“Campaign”), based in Davenport, Iowa, jointly and severally.

1. Responsible Party.

The act and conduct of either one of the Candidate or the Campaign, or its representatives, shall be deemed automatically to be the act and conduct of the other, such that Main Street is required only to perform and satisfy its obligations under this Agreement to, or as directed by, one or the other of the Candidate and the Campaign.

2. Description of Services.

Main Street shall provide general strategic consultation, campaign planning, and media coordination and production to and for the Candidate and the Campaign. These services may include, but are not limited to:

- a. Strategic communications planning, specifically for paid media advertising;
- b. Development of message and overall advertising themes;
- b. Script writing, production and creation of television and radio ads;
- c. Production and editing of advertisements to be used on television and/or radio; and
- d. Coordination of media time-buying and placement of TV, Internet and radio ads.

3. Payment for Services.

The Campaign shall compensate Main Street in the following amounts:

- a. ***Creative/Retainer Fee.*** A five thousand dollar (\$5,000) creative/retainer fee shall be paid upon execution of this Agreement to Main Street.
- b. ***General Election Winner’s Bonus.*** A two thousand five-hundred dollar (\$2,500) winner’s bonus shall be paid no later than thirty (30) days after the general election, but only if Mary Kathleen Figaro is elected to the Iowa State Senate.
- c. ***Production Fees.*** The production fees delineated below shall be billed to, and be a direct obligation of, the Campaign:
 1. ***Radio.*** The fee for each radio ad is two thousand dollars (\$2,000) per ad, regardless of whether the ad ever airs. This fee must be paid in full before either (a) the ad is aired; or (b) within five (5) days of the ad being produced; or (c) prior to the Thursday before Election Day, whichever comes first. The cost of additional announcers beyond one shall be paid by the Campaign.
- d. ***Placement Commissions.*** A placement commission that is fifteen percent (15%) of the total gross amount paid to secure, at any time during the term of this Agreement, any and all broadcast television, cable television, and radio advertising of any kind whatsoever, in whatever form or manner, made by the Campaign, regardless of what

entity creates, edits, produces, arranges, or contracts for the ads for which time is being purchased, to be paid directly by the Campaign to Main Street. The Campaign acknowledges that, for purposes of applying these provisions, the date on which gross buy money is received by Main Street for the placement of any such ads shall be the date that determines when and whether the placement occurred during the term of this Agreement, without regard to whether or if the ads actually air prior to Election Day.

4. **Expenses.**

- a. ***Timing and Method of Payment or Reimbursement.*** All payments to Main Street shall be made within fifteen (15) days from the date on which the invoice is sent or e-mailed to the Campaign. Notwithstanding anything else contained herein, all outstanding invoices must be paid in full no later than the Friday before Election Day. All media buys, all payments of invoices in excess of ten thousand dollars (\$10,000) and all payments to Main Street within the final thirty (30) days of the campaign, must be made via electronic funds transfer. Regardless of when an invoice is received, all outstanding reimbursement payments and payments for services, and any accrued interest, must be paid in full and received by Main Street no later than the Friday before Election Day. Main Street reserves the right to use any funds sent by the Campaign to satisfy any outstanding debts owed to Main Street.
- b. ***Refunds and Rebates.*** If a refund or rebate is received by Main Street, the amount shall be credited to any outstanding balance owed to it by the Campaign for payment of services and/or the reimbursement of expenses. When all amounts owed to Main Street have been paid in full, any remaining amounts shall be paid to the Campaign.
- c. ***Kill Fee.*** If any radio advertisement undertaken by Main Street is “killed,” i.e., terminated, canceled, or otherwise brought to cessation by the Candidate and/or the Campaign, then Main Street and its vendors shall be promptly reimbursed for all expenses incurred in the performance of any work related to the project or ad.
- d. ***Advancing Money.*** The Campaign acknowledges that Main Street does not advance money to cover the costs of media buys and production of any TV or radio ad. Nothing contained within this Agreement shall require Main Street to spend money on any production costs or media buys in advance of payment by the Campaign.

5. **Obligations of the Campaign.**

- a. The Campaign is responsible for obtaining releases, permits or other authorization to use photographs, copyrighted materials, music, songs, jingles, or any other property or rights belonging to third parties for any such items that are used on its behalf, and shall be responsible for any claims filed or threatened with respect to any such use.
- b. The timely performance of each of the obligations as set forth in this Agreement.
- c. Neither the Candidate nor the Campaign shall circumvent or otherwise frustrate the intent of this Agreement.

6. **Obligations of Main Street.**

Main Street shall use its best efforts in the performance of its services, taking into consideration timing and other limitations imposed upon Main Street. Main Street is motivated to do so to preserve and enhance its reputation, as well as by its desire to be retained by other candidates. Notwithstanding, Main Street cannot and, therefore does not, warrant its work or guarantee the results stemming from its services.

7. **Indemnification.**

- a. Neither Main Street nor its third-party vendors shall be held responsible or liable for the production and/or licensing of any materials taken from YouTube.com and used in connection with any television, radio or Internet commercial aired by the Campaign. **The Candidate and the Campaign shall indemnify Main Street against and hold Main Street harmless from any and all damages, costs, loss of services, liability, and all other expenses, including attorneys' fees or compensation of any nature which may, for any cause at any time, occur by reason of, or as a result of, any material or action considered or included in the production or use of any advertisement.**
- b. The Candidate and the Campaign shall indemnify Main Street against, and hold it harmless from, any damages, costs, loss of services, liability, and any and all other expenses or compensation of any nature, including attorneys' fees, fees incurred or paid by Main Street to a third party arising out of the actions, inaction, omissions, or conduct of the Campaign, its members, agents, representatives or subcontractors.

8. **Nondisclosure & Confidentiality.**

- a. ***Nondisclosure.*** The parties agree that the terms and conditions of this Agreement and all work performed by Main Street hereunder will be treated in the strictest confidence.
- b. ***Confidentiality.*** Main Street agrees that it will not, directly or indirectly, at any time during the term of this Agreement or thereafter, and without regard to when or for what reason this Agreement shall terminate, divulge, furnish, make accessible, or permit the disclosure to anyone (other than the Campaign's designated persons) any knowledge or information of any type whatsoever acquired by Main Street regarding the Candidate or any of the activities of the Campaign.

9. **Retention of Product/Control of Footage.**

- a. ***Retention of Product.*** All video footage, audio recordings and finished commercials are the property of the Campaign. All such materials shall remain with Main Street unless requested personally by the Candidate. Such materials shall be returned to the Campaign at the Candidate or Campaign's expense only after this Agreement has been terminated and all amounts owed to Main Street have been paid in full.
- b. ***Promotional Use.*** If any advertisement is produced for the Campaign, regardless of whether or how it is used, then Main Street shall be entitled to use the advertisement for its promotional purposes, on its demonstration reels, and on its web site.

10. **Independent Contractor.**

Main Street's relationship to the Campaign shall be that of an independent contractor. Main Street is retained by the Campaign solely and specifically for the purposes and to the extent set forth in this Agreement.

11. **Late Charges.**

All bills shall be paid in full promptly upon receipt. If a bill is not paid in full within thirty (30) days after the date shown upon the bill, or by the Close of Business on the Friday before Election Day, the Candidate and the Campaign agrees to pay a late payment surcharge of five

percent (5%) of the amount of the invoice. Additionally, if a bill is not paid in full within thirty (30) days after the date shown upon the bill, the Candidate and the Campaign also agree to pay interest on the unpaid balance at a rate of one percent (1%) per month, that is, twelve percent (12%) per year. The receipt of any part of a payment that is due may be kept by Main Street but shall not relieve the Candidate and the Campaign from any obligation to pay any remaining amount of the obligation and the accrued and accruing interest.

12. **Alternative Dispute Resolution.**

- a. **Arbitration.** The parties agree that any and all matters in dispute concerning the interpretation or application of this Agreement shall be subject to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The substantially prevailing party shall be entitled to the reimbursement of any and all costs, including the cost of filings made and hearings held in the arbitration, as well as costs incurred by the arbiter, and the reimbursement of any and all expenses, including attorneys' fees, incurred as part of any arbitration proceeding.
- b. **Arbitrator & Venue.** The venue for any arbitration shall be in Davenport, Iowa, unless another venue is mutually agreed upon. The arbitrator and the site shall be selected by both parties by mutual agreement.
- c. **Informal Resolution.** No claim for relief may be prosecuted in any proceeding in arbitration, court, or otherwise by the Campaign if: (i) the dispute arises from acts or conduct known to the Candidate or Campaign before the termination of this Agreement; and (ii) a written notice has not been provided to Main Street about the nature of the dispute before the effective date of the termination, thus depriving Main Street of its entitlement to attempt to resolve the dispute informally. In any dispute, the disputing party must give the other party a reasonable opportunity, not to exceed ten (10) days from the receipt of the aforementioned notice, to cure the dispute.
- d. **Interest and Attorneys' Fees.** The parties agree that with respect to this Agreement, R-45(d) of the AAA's Commercial Arbitration Rules shall not apply. Instead, the following provision shall apply: "If the award of the arbitrator is for the payment of a monetary obligation that was due under this Agreement, then the award shall, and must, include an amount of interest that is calculated as of the date when the obligation first became due at the rate set forth in this Agreement. Any award entered by the Arbitrator shall, and must, also order the reimbursement of all costs and expenses, including attorneys' fees, to the substantially prevailing party."

13. **Judicial Proceedings.**

If Main Street is attempting to collect an amount that is owed under this Agreement, then Main Street may, in its discretion, commence a proceeding in court to collect this amount. Neither party shall be compelled to dismiss the court proceeding in the event that an arbitration is compelled, and the proceeding can remain on the Court's docket in order to obtain any necessary equitable relief during the pending arbitration or to record the arbiter's judgment and determine the priority of any resulting lien. The costs and expenses, including attorneys' fees, incurred in the commencement and prosecution of any judicial proceeding shall be reimbursed to Main Street if it is determined in any forum that any amount was due and owed to Main Street.

14. **Term and Termination.**

- a. This Agreement shall be in effect through November 30, 2020.

- b. Either party shall have the right to terminate this Agreement at any time upon delivery of written notice on a date that is at least thirty (30) days before the date on which the termination is to be effective. Neither notice of termination nor payment of that fee shall release or relieve any party from any obligations that remain to be performed prior to and including the date of termination. The performance of these obligations and all matters related shall continue to be governed by the provisions of this Agreement.
- c. Termination of this Agreement shall not impact any right or obligation arising prior to termination, and in any event, Sections 3, 4, 7, 11, 14, 15 and 17 of this Agreement shall survive termination of this Agreement.

15. Notice.

All notices required to be given hereunder by Main Street or the Campaign shall be in writing and sent via U.S. Mail, overnight courier or electronic mail as follows:

To Main Street:

David Heller
Main Street Communications
209 South Gaines Street
Davenport, IA 52802
david@mainstreetcommunications.com

To the Campaign:

Dr. Mary Kathleen Figaro
Kathleen Figaro for Iowa Senate
5062 Heatherstone Road
Bettendorf, IA 52722
figaroforiowa@gmail.com

16. Severability.

Each paragraph in this Agreement shall be independent and separable from all other paragraphs, and the invalidity of any paragraph shall not in any way affect the enforceability of any other paragraph. This Agreement shall not be construed more strongly against either party, regardless of who is more responsible for its preparation.

17. Governing Law.

This Agreement, and the terms and conditions set forth herein, shall be governed by, applied pursuant to, and construed in accordance with the laws of the State of Iowa, without regard to the application of any conflicts of law provisions of this or any other jurisdiction.

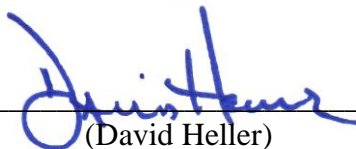
Pending formal execution of this agreement, any payment for services by the Campaign to Main Street shall constitute the Campaign's acceptance of the terms and conditions of this Agreement.

IN CONSENT TO THE TERMS OF THIS AGREEMENT AS SET OUT ABOVE, AND INTENDING TO BE BOUND THEREBY, EACH PARTY HAS EXECUTED THIS AGREEMENT.

Date: _____

By: _____
(Mary Kathleen Figaro)

Date: September 15, 2022

By:  _____
(David Heller)

CONTRACT



Townsquare Media Quad Cities
1229 N Brady St
Davenport, IA 52803
wopayments4@townsquaremedia.com
(563) 326-2541

<u>Contract / Revision</u> 3622255 /		<u>Alt Order #</u>
<u>Advertiser</u> Kathleen Figaro for Iowa Senate		<u>Original Date / Revision</u> 09/20/22 / 09/20/22
<u>Contract Dates</u> 09/21/22 - 09/26/22	<u>Estimate #</u>	
<u>Product</u> September 2022		
<u>Billing Cycle</u> EOM/EOC	<u>Billing Calendar</u> Calendar	<u>Cash/Trade</u> Cash
<u>Property</u> KBEA-FM	<u>Account Executive</u> House Quad Cities	<u>Sales Office</u> Local Quad Cities
<u>Special Handling</u>		
<u>Demographic</u> Households		
<u>Agency Code</u>	<u>Advertiser Code</u>	<u>Product 1/2</u>
<u>Agency Ref</u>	<u>Advertiser Ref</u>	

And:

Main Street Communications
Attention: Richard Painter Political Campaign
209 S. Gaines Ave
Davenport, IA 52802

WXLP-FM - 3622255A										
*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type Spots Amount
N 1	WXLP	09/21/22	09/26/22	M-F AM Drive	6A-10A		1:00			NM 8 \$376.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	
	Week:	09/19/22	09/25/22	--222--				6	\$47.00	
	Week:	09/26/22	10/02/22	2-----				2	\$47.00	
N 2	WXLP	09/21/22	09/26/22	M-F Midday	10A-3+		1:00			NM 8 \$248.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	
	Week:	09/19/22	09/25/22	--222--				6	\$31.00	
	Week:	09/26/22	10/02/22	2-----				2	\$31.00	
N 3	WXLP	09/21/22	09/26/22	Sa-Su Prime Rotator	6a-7p		1:00			NM 3 \$42.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	
	Week:	09/19/22	09/25/22	-----3-				3	\$14.00	
	Week:	09/26/22	10/02/22	-----				0	\$30.00	
N 4	WXLP	09/21/22	09/26/22	Sa-Su Prime Rotator	6a-7p		1:00			NM 1 \$2.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	
	Week:	09/19/22	09/25/22	-----1-				1	\$2.00	
	Week:	09/26/22	10/02/22	-----				0	\$0.00	
Totals										20 \$668.00

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
09/01/22 - 09/26/22	20	\$668.00	(\$100.20)	\$567.80
Totals	20	\$668.00	(\$100.20)	\$567.80

KBEA-FM - 3622255B										
*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type Spots Amount
N 1	KBEA	09/21/22	09/26/22	M-F AM Drive	6A-10A		1:00			NM 10 \$150.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	
	Week:	09/19/22	09/25/22	--332--				8	\$15.00	
	Week:	09/26/22	10/02/22	2-----				2	\$15.00	
Totals										10 \$150.00

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

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Two week advance cancellation notice is required unless otherwise specified.



Townsquare Media Quad Cities
1229 N Brady St
Davenport, IA 52803
wopayments4@townsquaremedia.com
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<u>Contract / Revision</u> 3622255 /		<u>Alt Order #</u>
<u>Advertiser</u> Kathleen Figaro for Iowa Senate		<u>Original Date / Revision</u> 09/20/22 / 09/20/22
<u>Contract Dates</u> 09/21/22 - 09/26/22	<u>Product</u> September 2022	<u>Estimate #</u>

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
09/01/22 - 09/26/22	10	\$150.00	(\$22.50)	\$127.50
Totals	10	\$150.00	(\$22.50)	\$127.50

KIHK-FM - 3622255C										
*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type Spots Amount
N 1	KIHK	09/21/22	09/26/22	M-F Midday	10a-3p		1:00			NM 8 \$120.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	
	Week:	09/19/22	09/25/22	--222--				6	\$15.00	
	Week:	09/26/22	10/02/22	2-----				2	\$15.00	
Totals										8 \$120.00

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
09/01/22 - 09/26/22	8	\$120.00	(\$18.00)	\$102.00
Totals	8	\$120.00	(\$18.00)	\$102.00

KBOB-AM - 3622255D										
*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type Spots Amount
N 1	KBOB	09/21/22	09/26/22	M-F AM Drive	6A-10A		1:00			NM 4 \$28.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	
	Week:	09/19/22	09/25/22	--111--				3	\$7.00	
	Week:	09/26/22	10/02/22	1-----				1	\$7.00	
N 2	KBOB	09/21/22	09/26/22	M-F Midday	10A-3+		1:00			NM 12 \$84.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	
	Week:	09/19/22	09/25/22	--333--				9	\$7.00	
	Week:	09/26/22	10/02/22	3-----				3	\$7.00	
N 3	KBOB	09/21/22	09/26/22	M-F PM Drive	3p-7p		1:00			NM 12 \$72.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	
	Week:	09/19/22	09/25/22	--333--				9	\$6.00	
	Week:	09/26/22	10/02/22	3-----				3	\$6.00	
Totals										28 \$184.00

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
09/01/22 - 09/26/22	28	\$184.00	(\$27.60)	\$156.40
Totals	28	\$184.00	(\$27.60)	\$156.40

Contract Totals 66 \$1,122.00

Signature: _____ Date: _____

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

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Two week advance cancellation notice is required unless otherwise specified.

Market/Station/Daypart		Rate	AQH Rtg	AQH	CPP	GRP	Length	Total Spots	Total Cost								Total Net
	Davenport, Iowa				\$264.00	\$5.0		77	\$1,320.00								\$1,122.00
	WXLP 96.9 FM Classic Rock	townsquare	#3							TUE	WED	THURS	FRI	SAT	SUN	MON	
	M-F 6a-10a	\$46.00	2.5	1500	\$18.40	20.0	60	8	\$368.00	0	2	2	2			2	\$756.50
	M-F 10a-3p	\$30.00	1.6	1300	\$18.75	12.8	60	8	\$240.00	0	2	2	2			2	
	M-F 3p-7p	\$28.00	0.9	1200	\$31.11	0.0	60	0	\$0.00	0	0	0	0			0	
	M-F 7p-9p	\$12.00		300	\$0.00	0.0	60	0	\$0.00	0	0	0	0			0	
	Sa-Sa 6a-7p	\$14.00	1.0	700	\$14.00	3.0	60	3	\$42.00					3			
	WXLP Total				\$16.54	53.8		31	\$890.00								
	KBEA 99.7 FM Christian	townsquare								TUE	WED	THURS	FRI	SAT	SUN	MON	\$127.50
	M-F 6a-10a	\$15.00	0.5	1300	\$30.00	5.0	60	10	\$150.00	2	2	2	2			2	
	M-F 10a-3p	\$15.00	0.5	2800	\$30.00	0.0	60	0	\$0.00	0	0	0	0			0	
	M-F 3p-7p	\$15.00	0.4	600	\$37.50	0.0	60	0	\$0.00	0	0	0	0			0	
	M-F 7p-12m	\$6.00		300	\$0.00	0.0	60	0	\$0.00	0	0	0	0			0	
	Sa-Sa 6a-7p	\$9.00	0.3	700	\$30.00	0.0	60	0	\$0.00					0			
	KBEA Total				\$30.00	5.0		10	\$150.00								
	KLIK 104.9 FM Country	townsquare								TUE	WED	THURS	FRI	SAT	SUN	MON	\$95.20
	M-F 6a-10a	\$14.00	0.1	1300	\$280.00	0.0	60	0	\$0.00	0	0	0	0			0	
	M-F 10a-3p	\$14.00	0.4	2800	\$35.00	3.2	60	8	\$112.00	0	2	2	2			2	
	M-F 3p-7p	\$14.00	0.3	600	\$46.67	0.0	60	0	\$0.00	0	0	0	0			0	
	M-F 7p-12m	\$9.00		300	\$0.00	0.0	60	0	\$0.00	0	0	0	0			0	
	Sa-Sa 6a-7p	\$10.00	0.2	700	\$50.00	0.0	60	0	\$0.00					0			
	KLIK Total				\$35.00	3.2		8	\$112.00								
	KJOC 93.5 FM Rock	townsquare								TUE	WED	THURS	FRI	SAT	SUN	MON	\$0.00
	M-F 6a-10a	\$17.00	0.4	1300	\$42.50	0.0	60	0	\$0.00	0	0	0	0			0	
	M-F 10a-2p	\$17.00	0.4	2800	\$42.50	0.0	60	0	\$0.00	0	0	0	0			0	
	M-F 2p-6p	\$17.00	0.3	600	\$56.67	0.0	60	0	\$0.00	0	0	0	0			0	
	M-F 6p-10p	\$9.00		300	\$0.00	0.0	60	0	\$0.00	0	0	0	0			0	
	Sa-Sa 6a-7p	\$12.00	0.2	700	\$60.00	0.0	60	0	\$0.00					0			
	KJOC Total				\$0.00	0.0		0	\$0.00								
	KBOB 1170 AM ESPN	townsquare								TUE	WED	THURS	FRI	SAT	SUN	MON	\$142.80
	M-F 6a-10a	\$6.00	0.4	1300	\$15.00	1.6	60	4	\$24.00	0	1	1	1			1	
	M-F 10a-3p	\$6.00	0.6	2800	\$10.00	7.2	60	12	\$72.00	0	3	3	3			3	
	M-F 3p-7p	\$6.00	0.5	600	\$12.00	6.0	60	12	\$72.00	0	3	3	3			3	
	M-F																