

## CANDIDATE ADVERTISEMENT AGREEMENT FORM

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

I, Jennifer Stephens on behalf of hereby request station time as follows:  
Cheri Heit

IDENTIFY CANDIDATE TYPE →

- FEDERAL CANDIDATE  
 STATE OR LOCAL CANDIDATE

### ALL QUESTIONS/BLOCKS MUST BE COMPLETED

Candidate name:

Cheri Heit

Authorized committee:

Cheri for Oregon

Agency requesting time (and contact information):

N/A

Candidate's political party:

non-partisan office sought

Office sought (no acronyms or abbreviations):

Bureau of Labor and Industries Commissioner

Date of election:

May 17, 2022

General  Primary

Treasurer of candidate's authorized committee:

Maddie Veins

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: <u>JM Stephens</u>	Signature: <u>Lisa Decker Grindell</u>
Name: <u>Jennifer Stephens</u>	Name: Lisa Decker Grindell
Date of Request to Purchase Ad Time: <u>3/28/22</u>	Date of Station Agreement to Sell Time: <u>4/26/22</u>

**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: 3/30/22

**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 #: 627380 (KXL) 627381 (RNW) 627379 (KXW)	Station Call Letters: KXL-FM, KUFO-AM & rnw	Date Received/Requested: 4/26/22
Est. #: N/A	Station Location: Portland, OR	Run Start and End Dates: 4/27/22-5/3/22

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.  
N/A

Cheri Helt 4.27.22



From: Geoff Moyer  
 Phone: (503) 517-5816  
 Email: [geoff.moyer@alphamediausa.com](mailto:geoff.moyer@alphamediausa.com)  
 4/26/2022 2:54 PM

Flight Dates: 04/27/2022 - 05/03/2022  
 Demo: P 18+

Radio Market: PORTLAND, OR  
 Survey: MAR22 / FEB22 / JAN22  
 Geography: Metro

	Daypart	Daypart Code	Spots	Length	Unit Rate	Total Cost	Average Rating	CPP	GRPs	% of GRPs	% of Total Cost	% Reach	Net Reach	Frequency	GIs
<b>Radio Total</b>			<b>75</b>		<b>\$54.00</b>	<b>\$4,050.00</b>	<b>0.3%</b>	<b>\$162.65</b>	<b>24.9</b>	<b>100%</b>	<b>100%</b>	<b>6.0%</b>	<b>135,600</b>	<b>4.1</b>	<b>555,900</b>
<b>KUFO-AM</b>			<b>45</b>		<b>\$15.00</b>	<b>\$675.00</b>	<b>0.0%</b>	<b>\$450.00</b>	<b>1.5</b>	<b>6%</b>	<b>17%</b>	<b>0.7%</b>	<b>15,700</b>	<b>2.4</b>	<b>37,500</b>
Flight A - 1 wk (04/25)															
			27		\$15.00	\$405.00	0.0%	\$450.00	0.9	4%	10%	0.5%	10,800	2.3	24,300
<b>One Week Total</b>			<b>27</b>		<b>\$15.00</b>	<b>\$405.00</b>	<b>0.0%</b>	<b>\$450.00</b>	<b>0.9</b>	<b>4%</b>	<b>10%</b>	<b>0.5%</b>	<b>10,800</b>	<b>2.3</b>	<b>24,300</b>
	W 6A-10A		3	30	\$15.00	\$45.00	0.1%	\$150.00	0.3	33%	11%	0.1%	2,800	1.4	3,900
	W 10A-3P		3	30	\$15.00	\$45.00	0.0%	\$0.00	0.0	0%	11%	0.1%	1,400	1.3	1,800
	W 3P-7P		3	30	\$15.00	\$45.00	0.0%	\$0.00	0.0	0%	11%	0.1%	1,400	1.3	1,800
	Th 6A-10A		3	30	\$15.00	\$45.00	0.1%	\$150.00	0.3	33%	11%	0.2%	3,700	1.5	5,400
	Th 10A-3P		3	30	\$15.00	\$45.00	0.0%	\$0.00	0.0	0%	11%	0.1%	1,800	1.3	2,400
	Th 3P-7P		3	30	\$15.00	\$45.00	0.0%	\$0.00	0.0	0%	11%	0.0%	800	1.1	900
	F 6A-10A		3	30	\$15.00	\$45.00	0.1%	\$150.00	0.3	33%	11%	0.2%	4,000	1.5	6,000
	F 10A-3P		3	30	\$15.00	\$45.00	0.0%	\$0.00	0.0	0%	11%	0.0%	1,100	1.4	1,500
	F 3P-7P		3	30	\$15.00	\$45.00	0.0%	\$0.00	0.0	0%	11%	0.0%	400	1.5	600
Flight B - 1 wk (05/02)															
			18		\$15.00	\$270.00	0.0%	\$450.00	0.6	2%	7%	0.2%	5,600	2.4	13,200
<b>One Week Total</b>			<b>18</b>		<b>\$15.00</b>	<b>\$270.00</b>	<b>0.0%</b>	<b>\$450.00</b>	<b>0.6</b>	<b>2%</b>	<b>7%</b>	<b>0.2%</b>	<b>5,600</b>	<b>2.4</b>	<b>13,200</b>
	M 6A-10A		3	30	\$15.00	\$45.00	0.1%	\$150.00	0.3	50%	17%	0.1%	2,500	1.6	3,900
	M 10A-3P		3	30	\$15.00	\$45.00	0.0%	\$0.00	0.0	0%	17%	0.0%	600	1.0	600
	M 3P-7P		3	30	\$15.00	\$45.00	0.0%	\$0.00	0.0	0%	17%	0.0%	900	1.3	1,200
	Tu 6A-10A		3	30	\$15.00	\$45.00	0.1%	\$150.00	0.3	50%	17%	0.1%	3,100	1.5	4,800
	Tu 10A-3P		3	30	\$15.00	\$45.00	0.0%	\$0.00	0.0	0%	17%	0.1%	1,300	1.4	1,800
	Tu 3P-7P		3	30	\$15.00	\$45.00	0.0%	\$0.00	0.0	0%	17%	0.0%	700	1.3	900
<b>KXL-FM</b>			<b>30</b>		<b>\$112.50</b>	<b>\$3,375.00</b>	<b>0.8%</b>	<b>\$144.23</b>	<b>23.4</b>	<b>94%</b>	<b>83%</b>	<b>5.3%</b>	<b>119,500</b>	<b>4.3</b>	<b>518,400</b>

The first demo listed is the Primary Demo.

This report was created in TAPSCAN using the following Radio information: PORTLAND, OR; MAR22 / FEB22 / JAN22; Metro; Multiple Dayparts Used; P 18+; See Detailed Sourcing Page for Complete Details.

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Cheri Helt 4.27.22



From: Geoff Moyer  
 Phone: (503) 517-5816  
 Email: [geoff.moyer@alphamediausa.com](mailto:geoff.moyer@alphamediausa.com)  
 4/26/2022 2:54 PM

	Daypart	Daypart Code	Spots	Length	Unit Rate	Total Cost	Average Rating	CPP	GRPs	% of GRPs	% of Total Cost	% Reach	Net Reach	Frequency	GIs
<b>KXL-FM (continued)</b>															
Flight A - 1 wk (04/25)															
			9		\$135.00	\$1,215.00	0.8%	\$176.09	6.9	28%	30%	2.9%	65,100	2.4	158,100
One Week Total			9		\$135.00	\$1,215.00	0.8%	\$176.09	6.9	28%	30%	2.9%	65,100	2.4	158,100
	W 10A-3P		3	30	\$135.00	\$405.00	0.8%	\$168.75	2.4	35%	33%	1.5%	34,700	1.6	56,100
	Th 10A-3P		3	30	\$135.00	\$405.00	0.8%	\$168.75	2.4	35%	33%	1.4%	31,400	1.7	53,100
	F 10A-3P		3	30	\$135.00	\$405.00	0.7%	\$192.86	2.1	30%	33%	1.4%	31,800	1.5	48,900
Flight B - 1 wk (05/02)															
			6		\$135.00	\$810.00	0.8%	\$158.82	5.1	20%	20%	2.3%	52,000	2.1	110,400
One Week Total			6		\$135.00	\$810.00	0.8%	\$158.82	5.1	20%	20%	2.3%	52,000	2.1	110,400
	M 10A-3P		3	30	\$135.00	\$405.00	0.8%	\$168.75	2.4	47%	50%	1.5%	33,400	1.6	52,500
	Tu 10A-3P		3	30	\$135.00	\$405.00	0.9%	\$150.00	2.7	53%	50%	1.5%	34,500	1.7	57,900
Flight A - 1 wk (04/25)															
			9		\$90.00	\$810.00	0.7%	\$128.57	6.3	25%	20%	2.4%	54,900	2.5	139,500
One Week Total			9		\$90.00	\$810.00	0.7%	\$128.57	6.3	25%	20%	2.4%	54,900	2.5	139,500
	W 12N-3P		3	30	\$90.00	\$270.00	0.7%	\$128.57	2.1	33%	33%	1.3%	28,500	1.7	48,900
	Th 12N-3P		3	30	\$90.00	\$270.00	0.7%	\$128.57	2.1	33%	33%	1.1%	25,600	1.8	45,600
	F 12N-3P		3	30	\$90.00	\$270.00	0.7%	\$128.57	2.1	33%	33%	1.2%	27,800	1.6	45,000
Flight B - 1 wk (05/02)															
			6		\$90.00	\$540.00	0.8%	\$105.88	5.1	20%	13%	2.3%	52,000	2.1	110,400
One Week Total			6		\$90.00	\$540.00	0.8%	\$105.88	5.1	20%	13%	2.3%	52,000	2.1	110,400
	M 10A-3P		3	30	\$90.00	\$270.00	0.8%	\$112.50	2.4	47%	50%	1.5%	33,400	1.6	52,500
	Tu 10A-3P		3	30	\$90.00	\$270.00	0.9%	\$100.00	2.7	53%	50%	1.5%	34,500	1.7	57,900

The first demo listed is the Primary Demo.

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Cheri Helt 4.27.22



From: Geoff Moyer  
 Phone: (503) 517-5816  
 Email: [geoff.moyer@alphamediausa.com](mailto:geoff.moyer@alphamediausa.com)  
 4/26/2022 2:54 PM

**Schedule Grand Totals: 2 Weeks**

Stations	Spots	Unit Rate	Total Cost	Average Rating	CPP	GRPs	% of GRPs	% of Total Cost	% Reach	Net Reach	Frequency	GIs	CPM
<b>Radio Total</b>	<b>75</b>	<b>\$54.00</b>	<b>\$4,050.00</b>	<b>0.3%</b>	<b>\$162.65</b>	<b>24.9</b>	<b>100%</b>	<b>100%</b>	<b>6.0%</b>	<b>135,600</b>	<b>4.1</b>	<b>555,900</b>	<b>\$7.30</b>
<b>KUFO-AM</b>	<b>45</b>	<b>\$15.00</b>	<b>\$675.00</b>	<b>0.0%</b>	<b>\$450.00</b>	<b>1.5</b>	<b>6%</b>	<b>17%</b>	<b>0.7%</b>	<b>15,700</b>	<b>2.4</b>	<b>37,500</b>	<b>\$18.75</b>
<b>KXL-FM</b>	<b>30</b>	<b>\$112.50</b>	<b>\$3,375.00</b>	<b>0.8%</b>	<b>\$144.23</b>	<b>23.4</b>	<b>94%</b>	<b>83%</b>	<b>5.3%</b>	<b>119,500</b>	<b>4.3</b>	<b>518,400</b>	<b>\$6.50</b>

Accepted by Station

Date

Accepted by Client

Date

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 contract 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.

The first demo listed is the Primary Demo.

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# Detailed Sourcing Summary

Radio Market: PORTLAND, OR  
 Survey: Average of Nielsen Radio March 2022, Nielsen Radio February 2022, Nielsen Radio January 2022  
 Geography: Metro  
 Daypart: Multiple Dayparts Used

**Demo/Intab/Population:**

Age/Gender	Population		Intab	
	Avg Daily	Avg Weekly	Avg Daily	Avg Weekly
Adults 18+ (Primary)	2,243,600	2,243,600	882	784

Stations: User Selected  
 Additional  
 Notices:

Estimates reported for dayparts which start and end between 12m and 5a are based on the 5a-5a broadcast day. Estimates for all other dayparts are based on the 12m-12m calendar day. Stations qualify to be reported if they have received credit for five or more minutes of listening and meet a minimum reporting standard of 0.1 AQH unrounded rating in the Metro survey area, Monday-Sunday 6AM-Midnight, during the survey period. If a current Nielsen client does not meet this minimum reporting standard, Nielsen will report the station as long as credited listening is received from at least one panelist.

PPM estimates are derived from the PPM technology and methodology and are subject to the qualifications and limitations stated in that Report. The TAPSCAN Web software product is accredited by the Media Rating Council and reports both accredited and non-accredited data. For a list of the accredited and non-accredited Nielsen radio markets and data available through TAPSCAN, click here: [http://www.arbitron.com/downloads/MRC\\_Accredited\\_Services\\_Markets.pdf](http://www.arbitron.com/downloads/MRC_Accredited_Services_Markets.pdf)

The Reach and Frequency Model utilized by Nielsen is formulated on the bases of the Harris Model, a Linear Frequency reach-and-frequency model, and the Slide Rule audience (cume) growth model.

Ascription Website: <http://ascription.nielsen.com>  
 Rating Reliability Estimator: <https://rre.nielsen.com>

A Nielsen Radio eBook Special Notices and Station Activities document has been generated for each survey. Please select the hyperlink to the survey that interests you.  
<https://ebook.nielsen.com/secure/PP6/2022MAR/0051/pdfs/SpecialNotices.pdf> <https://ebook.nielsen.com/secure/PP6/2022FEB/0051/pdfs/SpecialNotices.pdf>  
<https://ebook.nielsen.com/secure/PP6/2022JAN/0051/pdfs/SpecialNotices.pdf>

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# CONTRACT



**Alpha Media**  
 1211 SW 5th Avenue  
 Suite 600  
 Portland, OR 97204  
 (503) 517-6000

<u>Contract / Revision</u> 627381 /		<u>Alt Order #</u>
<u>Advertiser</u> Pol 22/Cheri Helt for BOLI		<u>Original Date / Revision</u> 04/26/22 / 04/26/22
<u>Contract Dates</u> 04/27/22 - 05/03/22	<u>Estimate #</u>	
<u>Product</u> Cheri Helt 4.27.22		
<u>Billing Cycle</u> EOM/EOC	<u>Billing Calendar</u> Broadcast	<u>Cash/Trade</u> Cash
<u>Property</u> RNW	<u>Account Executive</u> House/Geoff Portland	<u>Sales Office</u> Local-Portland
<u>Special Handling</u>		
<u>Demographic</u> Adults 18+		
		<u>Total Ratings</u> 11.40
<u>Agy Code</u>	<u>Advertiser Code</u>	<u>Product 1/2</u>
<u>Agency Ref</u>	<u>Advertiser Ref</u>	

And:

**Pol 22/Cheri Helt for BOLI**  
 PO Box 95  
 Bend, OR 97709

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Rtn	Type	Spots	Amount
D 1	RNW	04/27/22	05/01/22	Mo-Fr 10a - 3p	10:00 AM-3:00 PM		:30				NM	0	\$0.00
D 2	RNW	04/27/22	05/01/22	Mo-Fr 10a - 3p	10:00 AM-3:00 PM		:30				NM	0	\$0.00
D 3	RNW	05/02/22	05/03/22	Mo-Fr 10a - 3p	10a - 3p		:30				NM	0	\$0.00
D 4	RNW	05/02/22	05/03/22	Mo-Fr 10a - 3p	10:00 AM-3:00 PM		:30				NM	0	\$0.00
D 5	RNW	04/27/22	05/01/22	Mo-Fr 10a - 3p	10:00 AM-3:00 PM		:30				NM	0	\$0.00
N 6	RNW	04/27/22	05/01/22	Mo-Fr 12p - 3p	12p - 3p		:30				NM	3	\$270.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
	Week:	04/25/22	05/01/22	--W----				3	\$90.00	0.70			
N 7	RNW	04/27/22	05/01/22	Mo-Fr 12p - 3p	12p - 3p		:30				NM	3	\$270.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
	Week:	04/25/22	05/01/22	---T---				3	\$90.00	0.70			
N 8	RNW	04/27/22	05/01/22	Mo-Fr 12p - 3p	12p - 3p		:30				NM	3	\$270.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
	Week:	04/25/22	05/01/22	----F--				3	\$90.00	0.70			
N 9	RNW	05/02/22	05/03/22	Mo-Fr 10a - 3p	10a - 3p		:30				NM	3	\$270.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
	Week:	05/02/22	05/08/22	M-----				3	\$90.00	0.80			
N 10	RNW	05/02/22	05/03/22	Mo-Fr 12p - 3p	12p - 3p		:30				NM	3	\$270.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
	Week:	05/02/22	05/08/22	-T-----				3	\$90.00	0.90			
<b>Totals</b>											11.40	15	\$1,350.00

Time Period	# of Spots	Gross Amount	Net Amount
04/25/22 - 05/03/22	15	\$1,350.00	\$1,350.00
<b>Totals</b>	15	\$1,350.00	\$1,350.00

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

Notwithstanding to whom invoices are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any invoices 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 any conditions contained in any contracts, insertion orders, copy instructions or any correspondence when such conditions conflict with the above terms and conditions. Payment is required thirty (30) days from invoice date, unless Station, at its sole and absolute discretion, has determined that payment is to be made in advance of the broadcast/digital display or other performance under this Agreement.

## STANDARD TERMS AND CONDITIONS

The organization (advertising agency, media buying service or other client representative) contracting for broadcast time covered by this contract (hereinafter called "AGENCY") and the station accepting this contract (hereinafter called "STATION") hereby agree that this contract shall be governed by the terms and conditions hereof. For purposes of this contract, unless otherwise noted, "broadcast" includes transmission over Station's broadcast facilities, as well as transmission, distribution, or publication of the announcements identified in this contract by any means, whether now known or hereafter devised, including but not limited to distribution over digital platforms or the Internet. This contract is binding on the party on whose behalf the AGENCY is purchasing broadcast time (hereinafter called "Advertiser"). When no representative is involved, all references to AGENCY in this contract shall be deemed to refer to Advertiser, provided, however no agency commission will be paid to Advertiser.

### 1. PAYMENT AND BILLING

- (a) STATION will, from time to time at intervals following broadcasts hereunder, bill AGENCY on behalf of Advertiser. Payment is required thirty (30) days from invoice date, unless Station, at its sole and absolute discretion, has determined that payment is to be made in advance of the broadcast/digital display or other performance under this Agreement. AGENCY shall deliver payment to STATION at the address on the invoice.
- (b) Any time of broadcast on an invoice shall be accurate within 15 minutes. Any invoice identifying commercial announcements and their date and time of broadcasts, when sworn to by STATION, shall constitute an affidavit of performance or proof-of-performance. All invoices shall be deemed to be correct unless proven otherwise.
- (c) In the event that payment on any contract becomes past due and STATION in its sole discretion refers the contract to a collection agency or attorney for collection, the discount accorded to AGENCY under this contract will become null and void.
- (d) STATION is entitled to the maximum interest allowable by law on any past due balance.
- (e) In the event that STATION, in its sole discretion, refers the contract to a collection agency or attorney for collection, AGENCY will be responsible for all costs, including, but not limited to, reasonable attorney's fees and costs and court costs, incurred.
- (f) Notwithstanding to whom invoices are rendered, AGENCY and Advertiser, jointly and severally, shall remain obligated to pay to STATION the amount of any invoices rendered by STATION within the time specified and until payment in full is received by STATION. Payment by Advertiser to AGENCY shall not constitute payment to STATION.
- (g) In the event any commercial announcements under this contract are purchased pursuant to a cooperative advertising arrangement, AGENCY is acknowledged to be the agent of the source of the cooperative advertising funds (hereinafter called "Vendor") and Vendor shall be jointly and severally liable with AGENCY and Advertiser for payment in full of the entire cost of said announcements within the time specified and until payment in full is received by STATION. Payment by Vendor to AGENCY or Advertiser shall not constitute payment to STATION.

### 2. TERMINATION

- (a) Unless otherwise specified on the face hereof or other written agreement between STATION and AGENCY, commercial announcements or programs may be canceled by STATION or AGENCY upon 14 days prior notice (or where this contract covers broadcast of programs or sponsorship or partial sponsorship of program(s) upon at least 28 days prior notice), but no such cancellation shall be effective until 14 days after start of broadcasting hereunder (or where this contract covers broadcast of programs or sponsorship or partial sponsorship of program(s) until at least 28 days after start of broadcasting hereunder).
- (b) If AGENCY cancels contract, earned rates will apply. If STATION cancels contract, AGENCY shall have the benefit of the same discounts which it would have earned had it been allowed to complete the contract.

### 3. EFFECT OF BREACH

- (a) STATION reserves the right to cancel this contract upon default by AGENCY 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 to AGENCY shall also pay, as liquidated damages, a sum equal to (i) the amount that AGENCY would have been obligated to pay hereunder if, on the date on which STATION gives such notice of termination, AGENCY had given notice of termination pursuant to Paragraph 2(a) hereof at the earliest date permitted thereunder and (ii) the actual, non-cancelable out-of-pocket costs necessarily incurred by STATION through the date of such termination.
- (b) In the event of a material breach by STATION in performing this contract, AGENCY reserves the right to cancel this contract at any time upon prior notice. STATION shall pay as liquidated damages, a sum equal to the lesser of the following: (i) the actual, non-cancelable out-of-pocket costs necessarily incurred by AGENCY through the date of such termination; or (ii) the total which would be due to STATION hereunder if, on the date on which AGENCY gives notice or cancellation STATION had given notice of termination pursuant to Paragraph 2(a) hereof effective at the earliest date permitted thereunder.

### 4. FAILURE TO BROADCAST

- (a) If, due to public emergency or necessity, force majeure, restriction imposed by law, act of God, act of terrorism, mechanical or electrical breakdown, labor dispute or for other similar or dissimilar cause beyond STATION'S control, STATION fails to make a broadcast as required hereunder, STATION shall not be in breach of this contract. STATION may suggest a substitute time period for the broadcast of the interrupted or omitted commercial announcement or program. If STATION does not suggest a substitute time period of if no such substitute time period is acceptable to AGENCY, the time charges allocable to the omitted broadcast shall be waived. If a material part, but not all, of a scheduled broadcast is omitted, the time charges relating thereto shall be appropriately reduced. AGENCY shall have the benefit of the same discounts which would have been earned if there had been no interruption or omission of the broadcast. STATION shall have no other liability to AGENCY as a result of any interruption or omission.

### 5. SUBSTITUTION OF PROGRAMS OF PUBLIC SIGNIFICANCE

- (a) STATION shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program which, in its absolute discretion, it deems to be of public interest or significance. In any such case, STATION will notify AGENCY in advance, if reasonably possible, but where such notice cannot reasonably be given, STATION will notify AGENCY within a reasonable period after such scheduled broadcast has been canceled.
- (b) If AGENCY and STATION cannot agree upon a satisfactory substitute day and time the broadcast time so preempted shall be deemed canceled without affecting the rates, discounts, or rights provided under this contract, except that AGENCY shall not have to pay any time charges allocable to the canceled broadcast.

### 6. PACKAGE AND PREEMPTIBLE SPOTS

Notwithstanding the provisions of Paragraphs 4 or 5 hereof, if the omitted or preempted commercial announcement was purchased as part of a package or at a preemptible rate, STATION may preempt for any reason whatsoever and in all events AGENCY shall continue to pay the full charge (no credit or refund will be given), but AGENCY shall be provided another announcement at a substitute date and time reasonably consistent with those dates and times permitted by the terms of the package buy or preemptible rate.

### 7. PROGRAM AND COMMERCIAL MATERIAL

- (a) Unless otherwise noted on the face of this contract or other written agreement between STATION and AGENCY all program material excluding commercial announcements shall be furnished by STATION and all commercial announcement material shall be furnished by AGENCY. If prior to the first scheduled broadcast, AGENCY so requests, STATION shall return AGENCY material to AGENCY at the end of the scheduled run. If AGENCY does not so request, STATION shall have the right, but not the obligation, to dispose of such material. All expenses connected with the delivery of material to be provided by AGENCY to STATION, and with return to AGENCY from STATION, if return is directed, shall be paid by AGENCY.
- (b) All commercial and program materials shall be furnished by AGENCY and delivered to STATION at AGENCY'S sole cost and expense. AGENCY shall deliver all materials, including scheduling instructions, no later than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. STATION is required to advise AGENCY by telephone or teletype if such materials do not so arrive. If such materials do not arrive at STATION within 24 hours after STATION has notified AGENCY, STATION may bill AGENCY and AGENCY shall be liable for the time reserved.
- (c) Program and commercial material provided by AGENCY is subject to STATION approval and STATION, in its sole discretion, may exercise a continuing right to reject such material, including without limitation, a right to reject for unsatisfactory technical quality. In the event the material is unsatisfactory, STATION shall notify AGENCY by telephone or teletype and unless AGENCY furnishes satisfactory material 24 hours in advance of broadcast, STATION shall have the right to substitute its own program or commercial material with no liability to AGENCY. AGENCY shall also pay, as liquidated damages, the amount that AGENCY would have been obligated to pay hereunder if, on the date the rejected material was scheduled to run, AGENCY had given notice of termination pursuant to Paragraph 2(a) hereof at the earliest date permitted thereunder.

### 8. POLITICAL ADVERTISING

Additional requirements may apply to Political Advertising, including but not limited to advertising authorized by a candidate, his or her authorized political committee, or its agents, and non-candidate issue advertisements.

### 9. BROADCAST LIABILITIES

STATION agrees to indemnify and hold harmless AGENCY and Advertiser and their affiliated entities and their officers, directors, employees and assigns against all liability resulting from or relating to the broadcast of (1) program material except program material furnished by AGENCY and (2) musical compositions licensed for broadcasting by a music licensing organization of which STATION is a licensee. AGENCY agrees to indemnify and hold harmless STATION and its affiliated entities and their officers, directors, employees, licensees and assigns against all liability resulting from or relating to the broadcast of commercial material or program material furnished by AGENCY or Advertiser except musical compositions licensed as stated above. The indemnified party will promptly notify the indemnifying party of any claim or obligation to which the indemnity set forth herein applies. STATION may assume the defense of any such claim or litigation against AGENCY and STATION may require AGENCY to assume the defense of any such claim or litigation against STATION, in which event the indemnifying party's obligation with respect thereto shall be limited to the payment of any judgment or settlement approved by the indemnifying party. The provisions of this paragraph shall survive the termination or expiration of this contract.

### 10. 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 material furnished by AGENCY in connection with broadcasts hereunder.
- (b) STATION shall have the right to retransmit or authorize the retransmission of STATION'S signal, including, without limitation, the commercial announcements and programs covered by this contract, by any means now known or hereafter developed.
- (c) AGENCY may not assign or transfer this contract or the rights hereunder without first obtaining the prior written consent of STATION nor may STATION be required to broadcast hereunder for the benefit of any other Advertiser than the one named on the face of this contract. Failure of STATION or AGENCY to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision.
- (d) 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.
- (e) This contract contains the entire agreement between the 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.
- (f) Except as otherwise specifically provided herein, all notices hereunder shall be in writing and shall be given by personal delivery, registered or certified mail or nationally recognized overnight courier service (prepaid), at the respective addresses set forth on the face hereof, or such other address or addresses as may be designated by either party.
- (g) Advertiser and Agency hereby give permission for Station to utilize Advertiser's company logos, registered trademarks, and/or service marks for purposes connected with the business of the Station, including but not limited to on-the-air, in marketing, advertising and promotional material, and on the Station's website. Advertiser and Agency hereby release the Station from all liability relating to the publication of such logos/trademarks/service marks.
- (h) Alpha Media and its affiliated companies do 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 or ethnicity. Any advertiser certifies that it is not buying broadcast time on Alpha Media's stations for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.