# CONTRACT

**Alpha Media LLC**
**717 East David Road**
**Dayton, OH 45429**
**(937) 294-5858**

| Contract / Revision | Alt Order # |
|---|---|
| 659846 / | 36215074 |

| Advertiser | Original Date / Revision |
|---|---|
| **POL22/Dave Yost for Attorney General** | 10/24/22 / 10/24/22 |

| Contract Dates | Estimate # |
|---|---|
| **11/02/22 - 11/08/22** | **na** |

Product: **Yost for AG**

And:

**Katz Media Group**
**125 W 55th Street**
**3rd Floor**
**New York, NY 10019**

| Billing Cycle | Billing Calendar | Cash/Trade |
|---|---|---|
| EOM/EOC | Broadcast | Cash |
| **Property** | **Account Executive** | **Sales Office** |
| **WING-AM** | Katz Philadelphia | Katz |

Special Handling:

Demographic: Adults 35+

| Agy Code | Advertiser Code | Product 1/2 |
|---|---|---|
| 9913287 | na | na |

| Agency Ref | Advertiser Ref |
|---|---|
| | |

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Days | Length | Spots/ Week | Rate | Type | Spots | Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| N 1 | WING | 11/02/22 | 11/08/22 | Mo-Fr 6a -10a | 6a-10a | | :30 | | | NM | 5 | $60.00 |
| Week: | Start Date 11/02/22 | End Date 11/08/22 | Weekdays --WTF-- | Spots/Week 5 | Rate $12.00 | | | | | | | |
| N 2 | WING | 11/02/22 | 11/08/22 | Mo-Fr 10a-3p | 10a-3p | | :30 | | | NM | 3 | $36.00 |
| Week: | Start Date 11/02/22 | End Date 11/08/22 | Weekdays --WTF-- | Spots/Week 3 | Rate $12.00 | | | | | | | |
| N 3 | WING | 11/02/22 | 11/08/22 | Mo-Fr 3p-7p | 3p-7p | | :30 | | | NM | 5 | $50.00 |
| Week: | Start Date 11/02/22 | End Date 11/08/22 | Weekdays --WTF-- | Spots/Week 5 | Rate $10.00 | | | | | | | |
| N 4 | WING | 11/07/22 | 11/08/22 | Mo-Fr 6a -10a | 6a-10a | | :30 | | | NM | 5 | $60.00 |
| Week: | Start Date 11/07/22 | End Date 11/13/22 | Weekdays MT----- | Spots/Week 5 | Rate $12.00 | | | | | | | |
| N 5 | WING | 11/07/22 | 11/08/22 | Mo-Fr 10a-3p | 10a-3p | | :30 | | | NM | 2 | $24.00 |
| Week: | Start Date 11/07/22 | End Date 11/13/22 | Weekdays MT----- | Spots/Week 2 | Rate $12.00 | | | | | | | |
| N 6 | WING | 11/07/22 | 11/08/22 | Mo-Fr 3p-7p | 3p-7p | | :30 | | | NM | 5 | $50.00 |
| Week: | Start Date 11/07/22 | End Date 11/13/22 | Weekdays MT----- | Spots/Week 5 | Rate $10.00 | | | | | | | |
| N 7 | WING | 11/05/22 | 11/08/22 | Sa-Su 6a-10a | 6a-10a | | :30 | | | NM | 2 | $16.00 |
| Week: | Start Date 11/05/22 | End Date 11/11/22 | Weekdays -----S- | Spots/Week 2 | Rate $8.00 | | | | | | | |
| N 8 | WING | 11/06/22 | 11/08/22 | Sa-Su 6a-10a | 6a-10a | | :30 | | | NM | 2 | $6.00 |
| Week: | Start Date 11/06/22 | End Date 11/12/22 | Weekdays ------S | Spots/Week 2 | Rate $3.00 | | | | | | | |
| | | | | | | Totals | | | | | 29 | $302.00 |

| Time Period | # of Spots | Gross Amount | Agency Comm. | Net Amount |
|---|---|---|---|---|
| 10/31/22 -11/08/22 | 29 | $302.00 | ($45.30) | $256.70 |
| Totals | 29 | $302.00 | ($45.30) | $256.70 |

(* 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.

**Alpha Media LLC**
**717 East David Road**
**Dayton, OH 45429**
**(937) 294-5858**

| Contract / Revision | Alt Order # |
|---|---|
| 659846 / | 36215074 |

| Advertiser | Original Date / Revision |
|---|---|
| **POL22/Dave Yost for Attorney General** | 10/24/22 / 10/24/22 |

| Contract Dates | Product | Estimate # |
|---|---|---|
| **11/02/22 - 11/08/22** | Yost for AG | **na** |

**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.

powered by WideOrbit

**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 programs(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 telecopy 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 telecopy 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 of STATION 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. POLITCAL 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.