

ORDER

Orders
Order / Rev: 390661
Alt Order #:
Product Desc: Yes to The Best PAC/YESPAC-001 A1 F
Estimate: YESPAC/1132
Flight Dates: 02/24/20 - 03/03/20
Original Date / Rev: 02/18/20 / 02/18/20
Order Type: GENERAL
Primary AE: Eula Patterson
Sales Office: L-BHM
Sales Region: Local
WUHT-FM

Agency Name: Big Communications
Buying Contact:
Billing Contact:
 2121 2nd Avenue North
 Birmingham, AL 35203
Billing Type: Cash
Billing Calendar: Broadcast
Billing Cycle: EOM/EOC
Agency Commission: 15%

Advertiser Name: Yes for the Best Education Committee
Demographic: A25-54
Product Codes: Issues/Propositions
Revenue Code 1: AGY-AVAIL
Revenue Code 2: POL-ISS
Revenue Code 3: GEN
New Business Thru:
Advertiser External ID:
Agency External ID:
Unit Code: General

Bill Plan					Totals				
Start Date	End Date	# Spots	Gross Amount	Net Amount	Month	# Spots	Gross Amount	Net Amount	Rating
02/24/20	03/03/20	58	\$4,350.00	\$3,697.50	March 2020	58	\$4,350.00	\$3,697.50	0.00
Totals						58	\$4,350.00	\$3,697.50	0.00

Account Executive	Sales Office	Sales Region	Start Date / End Date	Order %
Eula Patterson			Start Of Order - End Of Order	100%
Eula Patterson			Start Of Order - End Of Order	0%

Ln	Ch	Start	End	Inventory Code	Break	Start/End Time	Days	Len	Spots	Rate	Pri	Rtg	Type	Spots	Amount
N 1	WUHT	02/24/20	02/29/20	M-F AM Drive M-F	CM	6a-10a	5555--	:30	25	\$75.00	P-50	0.00	NM	25	\$1,875.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>		<u>Spots/Week</u>				<u>Rate</u>		<u>Rating</u>			
		Week: 02/24/20	03/01/20	5555--		25				\$75.00		0.00			
N 2	WUHT	03/02/20	03/03/20	M-F AM Drive M-F	CM	6a-10a	22-----	:30	4	\$75.00	P-50	0.00	NM	4	\$300.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>		<u>Spots/Week</u>				<u>Rate</u>		<u>Rating</u>			
		Week: 03/02/20	03/08/20	22-----		4				\$75.00		0.00			
N 3	WUHT	03/02/20	03/03/20	M-F PM Drive M-F	CM	3p-7p	22-----	:30	4	\$75.00	P-50	0.00	NM	4	\$300.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>		<u>Spots/Week</u>				<u>Rate</u>		<u>Rating</u>			
		Week: 03/02/20	03/08/20	22-----		4				\$75.00		0.00			
N 4	WUHT	02/24/20	02/28/20	M-F PM Drive M-F	CM	3p-7p	5555--	:30	25	\$75.00	P-50	0.00	NM	25	\$1,875.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>		<u>Spots/Week</u>				<u>Rate</u>		<u>Rating</u>			
		Week: 02/24/20	03/01/20	5555--		25				\$75.00		0.00			
Totals													58	\$4,350.00	

CONTRACT



WUHT-FM
244 Goodwin Crest Drive Suite 300
Birmingham, AL 35209
(205) 945-4646

<u>Contract / Revision</u> 390661 /		<u>Alt Order #</u>
<u>Advertiser</u> Yes for the Best Education Committee		<u>Original Date / Revision</u> 02/18/20 / 02/18/20
<u>Contract Dates</u> 02/24/20 - 03/03/20	<u>Estimate #</u> YESPAC/1132	
<u>Product</u> Yes to The Best PAC/YESPAC-001 A1 Radio Buy 1Q20		
<u>Billing Cycle</u> EOM/EOC	<u>Billing Calendar</u> Broadcast	<u>Cash/Trade</u> Cash
<u>Property</u> WUHT-FM	<u>Account Executive</u> Eula Patterson	<u>Sales Office</u> Local-Birmingham
<u>Special Handling</u>		
<u>Demographic</u> Adults 25-54		
<u>Agy Code</u> R113942	<u>Advertiser Code</u>	<u>Product 1/2</u>
<u>Agency Ref</u>	<u>Advertiser Ref</u>	

And:

Big Communications
2121 2nd Avenue North
Suite 100
Birmingham, AL 35203

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
N 1	WUHT	02/24/20	02/29/20	M-F	6a-10a		:30			NM	25	\$1,875.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		02/24/20	03/01/20	55555--				25	\$75.00			
N 2	WUHT	03/02/20	03/03/20	M-F	6a-10a		:30			NM	4	\$300.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		03/02/20	03/08/20	22-----				4	\$75.00			
N 3	WUHT	03/02/20	03/03/20	M-F	3p-7p		:30			NM	4	\$300.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		03/02/20	03/08/20	22-----				4	\$75.00			
N 4	WUHT	02/24/20	02/28/20	M-F	3p-7p		:30			NM	25	\$1,875.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		02/24/20	03/01/20	55555--				25	\$75.00			
Totals											58	\$4,350.00

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
02/24/20 - 03/03/20	58	\$4,350.00	(\$652.50)	\$3,697.50
Totals	58	\$4,350.00	(\$652.50)	\$3,697.50

STANDARD TERMS AND CONDITIONS

1. PARTIES

For purposes of this agreement:

- (a) "Station" shall refer to radio stations owned and operated by Cumulus Broadcasting LLC and/or Cumulus Media Partners LLC, the licensee(s), which will broadcast the announcements or programs as provided for hereunder.
- (b) "Advertiser" shall mean the person, firm, or corporation whose goods, services, or the like are the subject(s) of the radio time contracted for herein.
- (c) "Agency" shall mean the advertising agency, if any, that authorized the purchase of radio time from the Station.
- (d) "Advertiser/Agency" shall mean "Advertiser" if an agency is not involved with this agreement, and shall mean "Advertiser and/or Agency" if an agency is involved with this agreement.

2. AGENCY AS AGENT FOR ADVERTISER

Agency acknowledges and represents that it is acting as an agent for and on behalf of Advertiser. Agency further acknowledges and represents that it has actual authority to enter into this agreement for and on behalf of Advertiser. If an agency is involved with this agreement, Agency and Advertiser shall be jointly and severally liable for all payments to be made to Station under this agreement.

3. PAYMENT AND BILLING

- (a) Station will invoice Advertiser/Agency not less than monthly.
- (b) Station's invoices for broadcasts, announcements, or other services provided under this agreement shall be deemed correct unless proven otherwise, and shall be, in the case of broadcasts or announcements, based on Station's log.
- (c) Upon Advertiser's/Agency's request, Station shall furnish an affidavit or certification of performance at the time of billing. Unless the request is received prior to billing, the request for an affidavit or certification of performance shall not act as a condition precedent to any payment or the time of any payment called for under this agreement.
- (d) Payment by Advertiser/Agency is due on receipt of invoice and is considered past due at 30 days. Payments not made within 30 days shall bear interest at the rate of 1½ percent per month or the maximum amount permitted by law, if less than 1½ percent per month. If Advertiser/Agency fails to make payments as provided for herein, or if Advertiser/Agency fails to comply with any other provision of this agreement, notwithstanding any other contract provision, Station shall have the right, in addition to any other rights it may have, without notice, to cancel or suspend any broadcasting or to cancel this agreement. Station reserves the right to revoke any agency commission, in whole or in part, in the event that payments are not made as provided for herein.

4. TERMINATION

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

5. SUBSTITUTION OF PROGRAMS OF PUBLIC IMPORTANCE OR IN THE PUBLIC INTEREST

- (a) Station shall have the right to cancel any broadcast or announcement or any portion thereof covered by this agreement in order to broadcast any program that Station, in its absolute discretion, deems to be of public importance or in the public interest. In such case, Station will notify Advertiser/Agency in advance, if reasonably possible, but if not, within a reasonable time after such broadcast or announcement has been canceled.
- (b) In the event that any broadcast or announcement is canceled under paragraph 5(a) above, Advertiser/Agency and Station will agree on a satisfactory substitute day and time for the broadcast or announcement, or if no such agreement can be reached within 7 days after notice of cancellation, the broadcast or announcement will be considered canceled without affecting the rates or rights provided under this agreement, except that Advertiser/Agency shall not be required to pay for the cancelled broadcast or announcement.

6. FAILURE TO BROADCAST

If, due to public emergency or necessity, restrictions imposed by law, acts of God, labor disputes, or for any other cause, including mechanical, electronic or technical breakdowns beyond Station's control, there is an interruption or omission of any program or commercial announcement contracted to be broadcast hereunder, Station shall not be in breach hereof, but upon agreement with Advertiser/Agency, Station shall substitute a reasonable equivalent date and time for the broadcast of the interrupted or omitted program or commercial announcement. If no such substitute time is available or agreed upon between the parties, the time charges allocable to the interrupted or omitted program or commercial announcement will be waived.

7. RATE PROTECTION

Station reserves the right at any time, upon 30-days written notice, to change the rates, discounts, or charges hereunder.

8. COMMERCIAL MATERIALS; INDEMNIFICATION

- (a) This agreement is not exclusive as to Advertiser's business, products, or services and Station remains free to solicit and broadcast programs or announcements of other advertisers whether or not they are in competition with Advertiser's business, products, or services. All commercial materials, audio or video tapes, programs, or other similar materials shall be furnished and delivered to Station at Advertiser's/Agency's sole expense. Such materials, together with any instructions pertaining thereto, shall be delivered at least 48 hours in advance of the scheduled broadcast or announcement. All materials furnished for broadcast shall not be contrary to the public interest and shall conform to Station's then-existing program and operating policy and quality standards, and are subject to Station's prior approval and continuing right to reject or require editing of such materials. No advertising matter, announcement, or program that may be deemed, in the Station's sole discretion, injurious or prejudicial to the public's interest, the Station, or honest advertising and reputable business in general will be accepted. Station may destroy or dispose of any commercial material 60 days after the last broadcast hereunder, unless otherwise instructed in writing by Advertiser/Agency.
- (b) Notwithstanding Station's approval rights in paragraph 8(a), Advertiser/ Agency shall indemnify and hold Station, its agents, employees, and officers harmless from and against all claims, damages, obligations, liabilities, costs and expenses, including attorneys' fees, that arise out of or result from any broadcast, preparation of any broadcast, or contemplated broadcast of materials furnished by or on behalf of Advertiser/Agency, or furnished by Station at Advertiser's/ Agency's request for use in connection with commercial material, including but not limited to those arising out of or that result from libel, slander, invasion of privacy rights, or infringement of any proprietary rights. Advertiser/Agency warrants that all materials furnished to Station truly represent Advertiser's business, products, or services and will be free from false claims or assertions. This paragraph 8(b) shall survive cancellation or termination of this agreement.

9. DISPUTES

Any discrepancy, dispute, or disagreement by Advertiser/Agency with any broadcast, announcement, program, or other service provided by Station hereunder or related to the amount charged by Station for same shall be reported to Station in writing within 20 days from the date of the invoice relating to same, time being of the essence. Failure to report such discrepancy, dispute, or disagreement in writing within such time shall constitute a waiver of all claims by Advertiser/Agency arising out of or related to such discrepancy, dispute, or disagreement.

10. GENERAL

- (a) This agreement is subject to the terms of the licenses held by Station and is further subject to all federal, state, and municipal laws and regulations now in force or that may be enacted in the future, including but not limited to the Rules and Regulations of the Federal Communications Commission and its decisions, actions, and orders when acting under its quasi-legislative powers.
- (b) This agreement, including the rights and obligations under it, may not be assigned or transferred without first obtaining Station's written consent, nor may Station be required to broadcast hereunder for the benefit of any Advertiser/ Agency other than those named on the face of this agreement.
- (c) In the event of a breach by Station, Advertiser's/Agency's exclusive remedy therefore shall be a credit for substituted advertising time of equal value, and in no event shall Station be liable for any consequential, incidental, or punitive damages, or monetary damages of any type.
- (d) This agreement shall be construed under and according to the laws of the State in which the Station's main studio is located. All parties hereto agree that in any action brought to enforce the obligation or right of any party hereunder, each party consents to personal jurisdiction and venue in any court of appropriate jurisdiction in the county or parish where the Station's main studio is located.
- (e) If it becomes necessary for Station to place Advertiser's/Agency's account with an attorney or collection agency for the purpose of enforcing its rights hereunder, Advertiser/Agency shall be liable to Station for reasonable attorneys' fees, costs, and expenses.
- (f) All notices hereunder shall be in writing and delivered by hand or registered or certified mail and shall be deemed given when delivered in person or, if mailed, on the second business day after the date of the mailing. Any notice hereunder shall be sufficient if given to either Advertiser or Agency.
- (g) If any provision of this agreement shall be adjudged by a court to be void or unenforceable, such adjudication shall not affect the validity or enforceability of any other provision of this agreement.
- (h) The provisions hereof constitute the entire agreement between the parties and supersede any and all other transactions, negotiations, or representations whatsoever as to the broadcast or announcements, or the parties' rights and obligations hereunder, and shall not be modified except in writing.
- (i) This Station does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race, gender or ethnicity. Advertiser hereby certifies that it is not buying broadcasting air time under this advertising sales agreement for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, gender, national origin or ancestry.

STANDARD TERMS AND CONDITIONS

5/3/2011

New Order

Media: Radio
Client: Yes to the Best PAC
Product: Amendment 1
CPE: YESPAC//1132
Description: YESPAC-0001; A1 Radio Buy 1Q20
Market: Birmingham
Demo: Adults 18+
Separation: 30
Flight Start: 2/17/20
Flight End: 3/8/20
Vendor: WUHT-FM
AE: Eula Patterson
Phone: 205-322-5646
Fax: 205-322-0036
Billing To: Big Communications and Marketing, Inc.
 2121 2nd Avenue North, Suite 100
 Birmingham, AL 35203

Rep:
Version: 1
Comments: Please confirm by EOD Tuesday 2/18/2020. Please email station generated contract to Kate@bigcom.com by Wednesday 2/19/20. Without the station contract, this is not considered placed. All makegoods must be approved via AE/inbox or subject to credit. Please provide invoice numbers for pre-payment.
Sales Office:
Survey: 3BK Oct19-Dec19 MSA Nielsen Audio CDM

Line No	Daypart (Program)	Daypart Code	Gross C/T	Dur	2/17	2/24	3/2	Total Spots	Adults 18+ RTG	CPP
1	MTuWThF 6:00A-10:00A	AM	\$75.00	C 30	0	25	0	25	0.7	\$107.14
2	MTu 6:00A-10:00A	AM	\$75.00	C 30	0	0	4	4	0.7	\$107.14
3	MTuWThF 3:00P-7:00P	PM	\$75.00	C 30	0	25	0	25	0.7	\$107.14
4	MTu 3:00P-7:00P	PM	\$75.00	C 30	0	0	4	4	0.7	\$107.14
Total Spots:					0	50	8	58		
Total GRP/GIMP(000):					0.0	35.0	5.6	40.6		

Month	Cash\$-Spots	Trade\$-Spots	Total\$-Spots
2/2020	\$0.00 - 0	\$0.00 - 0	\$0.00 - 0
3/2020	\$4,350.00 - 58	\$0.00 - 0	\$4,350.00 - 58
Total Gross Cost:	\$4,350.00		
Total Net Cost:	\$3,697.50		
Total Gross CPP:		\$107.14	
Total Net CPP:		\$91.07	

Disclaimer:

Sign and return to buyer within 24 hours. This transaction completes for ad size, run dates and costs. Bill to Big Communications, and reference estimate number. Unfulfilled Orders are expected to be made good at equal or greater value. Once payment has been made to Big Communications, Big Communications assumes full responsibility for remitting payment in a timely manner. If client fails to remit payment Big Communications, then financial responsibility lies with the client, and not Big Communications.



2.14.20

To Whom It May Concern:

Big Communications & Marketing, Inc DBA Big Communications, Inc is the media agency of record for Yes for the Best Education Committee.

Big Communications is authorized to purchase media on behalf of the Yes for the Best Education Committee and is responsible for all media purchased by authorized agents of Big Communications, Inc.

Authorized Agents are as follows:

John L Montgomery III

Donna Cope

Merry Michael Smith

Shaydah Schaff

Kate Hannon

Mary Reynolds Lipscomb

Sincerely,

Paul Pinyan

Yes for the Best Education Committee

AGREEMENT FORM FOR NON-CANDIDATE/ISSUE ADVERTISEMENTS

Station and Location: <u>WVNN WUMP WHPR Hoken</u> <u>W50X-FM WHT-FM Bham WLWI-FM WLWFM</u>	Date: <u>2/14/20</u>
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I, Kate Hannon
do hereby request station time concerning the following issue:

Yes to the Best Schools

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
<u>:30</u> <u>:60</u>	<u>All</u>	<u>2/24 -</u> <u>3/3 (1p)</u>		<u>See</u> <u>buy</u>	<u>1wk</u> <u>2days</u>

Total Charges: \$ 24,029

This broadcast time will be used by: Yes to the Best School Committee

Does the programming (in whole or in part) communicate "a message relating to any political matter of national importance?"

Yes
 No

For programming that "communicates a message relating to any political matter of national importance," list the name of the legally qualified candidate(s) the programming refers to, the office(s) being sought and the date(s) of the election(s) (if applicable):

[Empty box for candidate information]

For programming that "communicates a message relating to any political matter of national importance," attach Agreed Upon Schedule (Page 3)

I represent that the payment for the above described broadcast time has been furnished by:

Yes to the Best School Committee

and you are authorized to announce the time as paid for by such person or entity. The entity furnishing the payment, if other than an individual person, is:

a corporation; a committee; an association; or other unincorporated group.

The names, offices, and addresses of the chief executive officers, directors, and/or authorized agents of the entity are named below (may be attached separately):

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

I agree to indemnify and hold harmless the station for any damages or liability, including reasonable attorney's fees, that may ensue from the broadcast of the above-requested advertisement(s). For the above-stated broadcast(s), I also agree to prepare a script, transcript, or tape, which will be delivered to the station at least _____ before the time of the scheduled broadcasts.

TO BE SIGNED BY ISSUE ADVERTISER

2/14/20 _____ 209.322.5646
Date Signature Contact Phone Number

TO BE SIGNED BY STATION REPRESENTATIVE

Accepted Accepted in Part Rejected
Eula Patterson Eula Patterson AE
Signature Printed Name Title



CERTIFICATE OF DISCLOSURE

CANDIDATE PAC

REPRESENTATIVE (if applicable): Big Comm

METHOD OF DISCLOSURE (check any that apply):

By telephone to _____ (person's name) on _____ (date).

Mailed to _____ (person's name) on _____ (date).

By facsimile to _____ (person's name) on _____ (date).

In person to _____ (person's name) on _____ (date).

By e-mail to Eda Patton (person's name) on 2/18/2020 (date).

ACCOUNT EXECUTIVE (initials) EP

RECEIVED BY: Kate Hannon

Candidate or Representative

DATE: 2/18/2020

NA



POLITICAL INQUIRY FORM

(TO BE COMPLETED BY STATION REPRESENTATIVE RESPONDING TO THE INQUIRY)

INSTRUCTIONS: This form must be completed as to all requests, both oral and written, for broadcast time to be used by or on behalf of (1) a candidate for public office or (2) persons who wish to communicate a message relating to "any political matter of national importance," as defined in the Bipartisan Campaign Reform Act of 2002. It is to be kept in the Station Public File for a period of two years.

STATION: WJOX, WYHT, WYNN, WYMP, WYEP, WLWA-AM, WYWI-FM, DATE OF REQUEST: 2/14/20

INQUIRY MADE BY: Kate Hannon

AGENCY (if any): Big Communications

ADDRESS OF AGENCY: 2121 2nd Avenue North #100

CITY, STATE, ZIP OF AGENCY: Birmingham, AL 35203

TELEPHONE NUMBER OF AGENCY: 205-322-564

CANDIDATE:

ORGANIZATION OR SPONSORING AUTHORITY (WHO WILL PAY):

IF SPONSOR IS A COMMITTEE, NAME OF COMMITTEE:

ADDRESS OF COMMITTEE:

CITY, STATE, ZIP OF COMMITTEE:

TELEPHONE NUMBER OF COMMITTEE:

COMMITTEE OFFICERS:

Chairman:

Vice Chairman:

Treasurer:

Secretary:

Is this the Candidate's Authorized Committee? (X) yes () no

OFFICE SOUGHT: PARTY AFFILIATION:

() federal () state () local

ELECTION AND DATE: March 3, 2020

() primary () general



CUMULUS
BIRMINGHAM

FOR ISSUE ADS ONLY:

- a. Candidate(s) and offices (if any) referred to: _____
- b. Federal election(s) (if any) referred to: _____
- c. Issue(s) discussed: Yes to the Best School Committee
- d. Name, Address, Phone Number of Contact: Paul Pinson
P.O. Box 1100 Montgomery, AL 36101

DATES REQUESTED: 2/24 - 3/3

LENGTH OF SPOT/PROGRAM TIME REQUESTED: 30s & 60s

REQUEST MADE:

in writing orally
If request is made in writing, attach and retain.

STATION OFFER: Rates

DISPOSITION OF REQUEST:

granted denied
If not granted, state reasons in space below. If denied in writing, attach and retain. If granted, attach contract and invoice, when available.

REQUEST FOR DOCUMENTATION THAT CANDIDATE IS LEGALLY QUALIFIED:

yes no
Attach any written documentation received.

DATE POLITICAL DISCLOSURE FORM SUBMITTED TO REQUESTOR: 2/14/2020

COMMENTS

STATION REP	<u>Eula Patterson</u>
REVIEWED	