

# BROADCAST ORDER

- WSMD STAR 98.3 FM
- WKIK 102.9 FM / WKIK 1560 AM
- WMDM 97.7 FMWPTX 1690 AM /
- WPTX 100.7 FM
- NETWORK: WSMD/ WKIKAM&FM / WMDM / WPTX

DATE: 5-3-2022

CLIENT: Robert Harvey (*Citizens to Elect Robert Harvey*) AGENCY: no  
 ADDRESS: PO Box 3202 Prince Frederick, MD 20678 PHONE: 443-532-4363  
 POINT OF CONTACT: Robert Harvey EMAIL: robert.harvey@calvertcounty.Md.gov  
 PRODUCT DESCRIPTION: political primary 2022 advertising CO-OP: YES  NO   
 BILLING CYCLE: MEDIA MONTH  CALENDAR   
 PAYMENT: CASH  TRADE  POLITICAL

ACCOUNT REPRESENTATIVE: SHARON ROBERTSON (301) 643-1771 sharon@somdradio.com

RUN DATES	LENGTH	MON	TUE	WED	THU	FRI	SAT	SUN	DAYPART/ PROGRAM	RATE
7-4 thru 7-9-2022	30	2	3	3	3	3	1		STAR 98.3 ROS 6am to 10pm	744.
7-11 thru 7-16-2022	30	2	3	3	3	3	1		STAR 98.3 ROS 6am to 10pm	744.

NOTES:

ADVERTISER SIGNATURE [Signature] Total Spots: 30 commercials  
 Name (Type or Print) Robert Harvey (*Citizens to elect Robert Harvey*) TOTAL \$ 1488.  
 Date 6.17.2022 2.5% PROCESSING FEE FOR ALL CREDIT CARD PAYMENTS

**BROADCAST ORDER TERMS AND CONDITIONS**

The organization contracting for broadcast time covered by this contract ("AGENCY") and the station accepting this contract ("STATION") hereby agree that this contract shall be governed by the following conditions.

1. **PAYMENT AND BILLING**  
(a) STATION will bill AGENCY monthly using the Final Sunday Fiscal Month or within five (5) days after the end of this contract.  
(b) Payment by AGENCY is due within 15 days after receipt of invoice by AGENCY.

(c) Invoices shall contain at least date and time of broadcast, length of commercial announcement, and cost.  
(d) Invoices shall state that dates and times were taken from the official log, maintained by STATION, as required by FCC Regulations. This statement when sworn to by STATION shall be the affidavit of performance and act as proof-of-performance.

(e) In the event AGENCY is not an advertising agency or person, firm or corporation which authorizes AGENCY to contract for broadcast time hereunder shall be liable in the event of default by AGENCY in any payment to be made under the contract.

(f) Nothing herein contained relating to the payment of billings by AGENCY shall be construed so as to relieve the Advertiser name on the face hereof ("ADVERTISER"), or diminish ADVERTISER'S liability for breach of it's obligations hereunder.

(g) AGENCY is acting as agent for ADVERTISER, including, so long as AGENCY is not insolvent as ADVERTISER'S agent for making payment on all billings hereunder. However, AGENCY shall be liable for the payment of sums due hereunder and STATION shall look solely to AGENCY for the payment thereof, unless and until AGENCY becomes insolvent, at which time, without relieving AGENCY of liability until STATION is paid in full. ADVERTISER shall be liable to STATION and not to AGENCY on all unpaid billings for services rendered by STATION hereunder (excluding advertising agency commissions), but only to the extent that ADVERTISER has theretofore made payment to AGENCY thereon and/or to the extent that ADVERTISER has theretofore made payment to AGENCY thereon. (i) while knowing the AGENCY had entered into an agreement or arrangement purposing to assign or pledge to a third party monies which may be or become payable by ADVERTISER to AGENCY, or that AGENCY was in danger of becoming insolvent, or (ii) after receiving notice (together with a current statement of account) from STATION that AGENCY is seriously delinquent under this or any other advertising agreement(s) between STATION and AGENCY by failing to make payment of billings within 45 days after the end of the month in which service is provided thereunder.

2. **TERMINATION**  
(a) Commercial announcements or programs of less than 5 minutes duration may be cancelled by STATION or AGENCY upon 14 days prior notice, but no such cancellation shall be effective until 28 days after start of broadcasting hereunder, unless otherwise stated of face of confirmation.

(b) Programs of 5 minutes or more in duration may be cancelled by STATION of AGENCY upon such prior notice as stated on the face of confirmation.

(c) If AGENCY cancels contract, open 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. **RENEWAL**  
(a) Commercial announcements or programs of less than 5 minutes duration may be renewed upon 14 days notice prior to expiration.

(b) Programs of 5 minutes or more in duration may be renewed upon such prior notice as stated on the face of confirmation.

4. **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 broadcast completed hereunder and not paid shall become immediately due and payable. If STATION cancels by reason of AGENCY material breach, AGENCY'S only liability shall be to pay for broadcast completed hereunder prior to cancellation by STATION.

(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.

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

6. **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 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 one business day after such scheduled broadcast has been cancelled.

(b) If AGENCY and STATION cannot agree upon a satisfactory substitute day and time, the broadcast time so pre-empted shall be deemed cancelled with affecting the rates, discounts or rights provided under this contract, except that AGENCY shall not have to pay the cancelled STATION charges. However, in such case if the program substituted by STATION is a sponsored program STATION shall pay to AGENCY. AGENCY'S actual non-cancelable live talent cost incurred by AGENCY for the production of a live program (not filmed or recorded) in the cancelled time and the reasonable allocated print or rental cost of films or tapes scheduled for the cancelled broadcast and not usable for future scheduling.

7. **RATES AND CHARGES**  
(a) STATION represents that the rate for the time and facilities, named in this contract, is the lowest published rate made by STATION for like broadcasts at the time this contract is entered into. If at any time during the life of this contract STATION makes a lower published rate for like broadcasts, this contract shall be continued at such lower rate from the effective date of such lower rate.

(b) STATION reserves the right to increase rates, but no such increase shall be applied to broadcasts under this contract, or renewal thereof until a minimum of (30) days (or as otherwise provided in rate card) after notification in writing to AGENCY, including specific rate revisions affecting this contract.

(c) Broadcasts of a parent and/or its majority owned subsidiary company(ies) within 52 weeks from the date of first broadcast under this contract, or from the start of a pre-determined contract year, may be combined for discounts.

(d) Terms of combinability of commercial announcements of various lengths, or in various locations, or combinability of programs with commercial announcements are subject to STATION'S published rate card.

8. **PROGRAMS AND COMMERCIAL MATERIAL**  
(a) Unless otherwise noted on the face of this contract, all program material excluding commercial announcements, shall be furnished by STATION, and all commercial announcement material shall be furnished by AGENCY. All expenses connected with the delivery of commercial announcements to STATION and with return there from, if return is directed, shall be paid by AGENCY.

(b) STATION is required to advise AGENCY by email, registered mail via the U.S. Postal Service, or other suitable written or wired communication if AGENCY furnished program or commercial material and scheduling instructions do not arrive at STATION within 48 hours after STATION has notified AGENCY. STATION may bill AGENCY for the time reserved. STATION will exert all reasonable effort to broadcast material received from AGENCY despite late receipt.

(c) If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes or for any other cause beyond AGENCY'S control, AGENCY cannot provide commercial and/or program material prior to scheduled broadcast hereunder, AGENCY shall not be liable to STATION in such event STATION shall suggest a substitute day and time period for broadcast of said commercial and/or program at time of purchase AGENCY shall have the benefit of the same discounts which would had been broadcast.

(d) Broadcast programs and commercial material provided by AGENCY is subject to STATION approval and STATION may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality.

In the event the program material is unsatisfactory, STATION shall notify AGENCY by email, phone call, certified letter, or other suitable written or wired communications, and unless AGENCY furnishes satisfactory material by 72 hours in advance of broadcast, STATION shall have the right to substitute its own program at no penalty to AGENCY. In the event the commercial material is unsatisfactory, STATION shall notify AGENCY by email, phone call, certified letter, or other suitable written or wired communication, and unless AGENCY furnishes satisfactory material 24 hours prior to broadcast time, this contract may be terminated by either party without penalty to either party.

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

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 and other property furnished by AGENCY in connection with broadcasts hereunder. STATION will not accept or process mail, correspondence, or telephone calls in connection with broadcasts except after prior approval.

(b) This contract, including the rights under it, may not be assigned or transferred without first obtaining the consent of STATION in writing, nor may STATION be required to broadcast hereunder for the benefit of any 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.

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

(d) The time set forth on the face hereof for for all broadcasts hereunder is approximate only and is expressed in terms of local time observed on the date of broadcast thereof by STATION. Except as otherwise specifically provided for herein the time and length f broadcast for each program or commercial announcement hereunder shall be determined by STATION.

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

Non-Discrimination: Licensee does not discriminate on the basis of race or ethnicity in the sale, placement, or scheduling of advertising. Any order for advertising that includes any such restriction will not be accepted.

DATE: 6/17/2022

CLIENT / RESPONSIBLE PARTY NAME: ROBERT HARVEY (Citizens to elect Robert Harvey)

SIGNATURE OF CLIENT: [Handwritten Signature]

# CANDIDATE ADVERTISEMENT AGREEMENT FORM

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

I, ROBERT HARVEY, hereby request station time as follows:

IDENTIFY CANDIDATE TYPE 

FEDERAL CANDIDATE

STATE OR LOCAL CANDIDATE

## ALL QUESTIONS/BLOCKS MUST BE COMPLETED

Candidate name:

ROBERT HARVEY

Authorized committee:

*Citizens to Elect Robert Harvey.*

Agency requesting time (and contact information):

N/A

Candidate's political party:

REPUBLICAN

Office sought (no acronyms or abbreviations):

CALVERT COUNTY STATE'S ATTORNEY

Date of election:

JULY 19, 2022

General

Primary

Treasurer of candidate's authorized committee:

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

Signature:



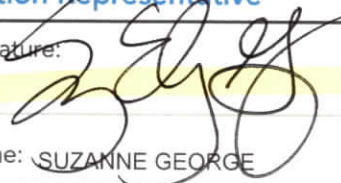
Name: ROBERT HARVEY

*(Citizens to elect Robert Harvey)*

Date of Request to Purchase Ad Time: 6/17/2022

### Station Representative

Signature:



Name: SUZANNE GEORGE

Date of Station Agreement to Sell Time: 6/17/2022

**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: \_\_\_\_\_

**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 #:	Station Call Letters: WSMD/WKIK/WMDM/WPTX	Date Received/Requested:
Est. #:	Station Location: MECHANICSVILLE, MD	Run Start and End Dates: 7/4/2022-7/16/2022

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.



SOMAR COMMUNICATIONS, INC.

28095 THREE NOTCH RD. #2B MECHANICSVILLE, MD 20659

ROBERT HARVEY

Advertiser ID: 522

Amount Paid

522-00002-0000	7/31/2022	1
<b>Official Invoice</b>	<b>Date</b>	<b>Page</b>

DETACH AND RETURN WITH PAYMENT

522-00002-0000

O 7/31/2022

1

ROBERT HARVEY  
 PO BOX 3202  
 PRINCE FREDERICK, MARYLAND 20678

Purchase Order Number:

Est. Number:

Co-Op:

Description: WSMD- ROBERTS HARVERY POLITICAL

Salesperson: ROBERTSON, SHARON

Date	Day	Length		Qty	Rate	Total
<b>Tape: 4136 STANDARD</b>						
7/4/2022	Mon	:30	WSMD-FM 06:25:00 AM 05:39:00 PM	2	\$49.60	\$99.20
7/5/2022	Tue	:30	WSMD-FM 08:30:00 AM 04:25:00 PM 09:35:00 PM	3	\$49.60	\$148.80
7/6/2022	Wed	:30	WSMD-FM 09:34:00 AM 02:18:00 PM 06:36:00 PM	3	\$49.60	\$148.80
7/7/2022	Thu	:30	WSMD-FM 07:25:00 AM 03:55:00 PM 08:46:00 PM	3	\$49.60	\$148.80
7/8/2022	Fri	:30	WSMD-FM 06:21:00 AM 11:33:00 AM 07:42:00 PM	3	\$49.60	\$148.80
7/9/2022	Sat	:30	WSMD-FM 12:43:00 PM	1	\$49.60	\$49.60
7/11/2022	Mon	:30	WSMD-FM 01:48:00 PM 08:46:00 PM	2	\$49.60	\$99.20
7/12/2022	Tue	:30	WSMD-FM 08:26:00 AM 03:26:00 PM 07:33:00 PM	3	\$49.60	\$148.80
7/13/2022	Wed	:30	WSMD-FM 07:59:00 AM 04:29:00 PM 09:48:00 PM	3	\$49.60	\$148.80
7/14/2022	Thu	:30	WSMD-FM 11:35:00 AM	1	\$49.60	\$49.60
7/15/2022	Fri	:30	WSMD-FM 04:40:00 PM	1	\$49.60	\$49.60
7/16/2022	Sat	:30	WSMD-FM 09:33:00 AM	1	\$49.60	\$49.60
7/17/2022	Sun	:30	WSMD-FM 11:35:00 AM	1	\$49.60	\$49.60
7/18/2022	Mon	:30	WSMD-FM 02:24:00 PM	1	\$49.60	\$49.60
7/19/2022	Tue	:30	WSMD-FM 07:56:00 AM 11:35:00 AM	2	\$49.60	\$99.20

STARTING MAY 1, 2022, A 2.5% PROCESSING FEE WILL BE APPLIED TO ALL CREDIT CARD PAYMENTS

<b>Quantity</b>	30	<b>Total</b>	\$1,488.00
<b>Total Due</b>			\$1,488.00

INVOICE