

PROPOSAL



Prepared for:

The Committee to Elect Frank G

1705 Wheaton Trce
Fort Smith, Arkansas 72908

Date: 05/17/2018 07:52
Advertiser: The Committee to Elect Frank G
Spots: 36
Total Gross **\$532.00**
Cost:
Rates guaranteed until 05/17/2018

Summary

Advertiser The Committee to Elect Frank G
Customer ID 00676124
Title Frank Glidewell 2nd Campaign
Proposal Number 4460400
Billing Options Calendar
Market - Survey(s) Ft. Smith, AR - Fa '17, Sp '17
Demographics Persons 25-54

Spot Schedule

KKBD-FM

1 Week: 5/14

Daypart/Program	Len	Spots	Rate	Gross	AQH Rtg	GRPs	CPP	AQH	Freq	% Mkt	Reach	Net
Fri 3pm-7pm	30	2	\$13.00	\$26.00	1.1	2.2	\$11.82	1,400	1.3	1.7	2,200	
Sat 10am-3pm	30	2	\$13.00	\$26.00	1.3	2.6	\$10.00	1,600	1.4	1.9	2,300	
Sat 3pm-7pm	30	2	\$12.00	\$24.00	0.8	1.6	\$15.00	1,000	1.3	1.2	1,500	
Sun 10am-3pm	30	2	\$12.00	\$24.00	0.4	0.8	\$30.00	500	1.3	0.6	800	
Sun 3pm-7pm	30	2	\$12.00	\$24.00	0.4	0.8	\$30.00	500	1.3	0.6	800	
Weekly Total	10	10	\$124.00	\$124.00	0.8	8.0	\$15.50	1,000	2.0	4.1	5,100	
Flight Total	10			\$124.00							5,100	

1 Week: 5/21

Daypart/Program	Len	Spots	Rate	Gross	AQH Rtg	GRPs	CPP	AQH	Freq	% Mkt	Reach	Net
Mon-Tue 3pm-7pm	30	4	\$13.00	\$52.00	1.0	4.0	\$13.00	1,200	1.5	2.6	3,200	
Weekly Total	4	4		\$52.00	1.0	4.0	\$13.00	1,200	1.5	2.6	3,200	
Flight Total	4			\$52.00							3,200	

KMAG-FM

1 Week: 5/14

Daypart/Program	Len	Spots	Rate	Gross	AQH Rtg	GRPs	CPP	AQH	Freq	% Mkt	Reach	Net
Fri 6am-10am	30	2	\$28.00	\$56.00	2.2	4.4	\$12.73	2,700	1.3	3.4	4,200	
Sun 10am-3pm	30	2	\$16.00	\$32.00	0.7	1.4	\$22.86	900	1.2	1.2	1,500	
Sun 3pm-7pm	30	2	\$18.00	\$36.00	0.3	0.6	\$60.00	400	1.2	0.5	700	
Weekly Total	6	6		\$124.00	1.0	6.4	\$19.38	1,300	1.6	4.1	5,100	
Flight Total	6			\$124.00							5,100	

1 Week: 5/21										
Daypart/Program		Len	Spots	Rate	Gross	AQH Rtg	GRPs	CPP	AQH	Freq
Mon-Tue 6am-10am		30	4	\$28.00	\$112.00	1.7	6.8	\$16.47	2,100	1.5
Weekly Total			4		\$112.00	1.7	6.8	\$16.47	2,100	1.5
Flight Total			4		\$112.00	1.7	6.8	\$16.47	2,100	1.5
Net Reach										5,600

1 Week: 5/14										
Daypart/Program		Len	Spots	Rate	Gross	AQH Rtg	GRPs	CPP	AQH	Freq
Fri 10am-3pm		30	2	\$18.00	\$36.00	0.2	0.4	\$90.00	300	1.3
Weekly Total			2		\$36.00	0.2	0.4	\$90.00	300	1.2
Flight Total			2		\$36.00	0.2	0.4	\$90.00	300	1.2
Net Reach										500

1 Week: 5/21										
Daypart/Program		Len	Spots	Rate	Gross	AQH Rtg	GRPs	CPP	AQH	Freq
Mon-Tue 10am-3pm		30	4	\$18.00	\$72.00	0.3	1.2	\$60.00	400	2.0
Weekly Total			4		\$72.00	0.3	1.2	\$60.00	400	2.0
Flight Total			4		\$72.00	0.3	1.2	\$60.00	400	2.0
Net Reach										800

1 Week: 5/14										
Daypart/Program		Len	Spots	Rate	Gross	AQH Rtg	GRPs	CPP	AQH	Freq
Fri 10am-3pm		30	2	\$2.00	\$4.00	0.0	0.0	\$0.00	0	--
Weekly Total			2		\$4.00	0.0	--	--	-1	--
Flight Total			2		\$4.00	0.0	--	--	-1	--
Net Reach										--

1 Week: 5/21										
Daypart/Program		Len	Spots	Rate	Gross	AQH Rtg	GRPs	CPP	AQH	Freq
Mon-Tue 10am-3pm		30	4	\$2.00	\$8.00	0.0	0.0	\$0.00	--	--
Weekly Total			4		\$8.00	0.0	--	--	-1	--
Flight Total			4		\$8.00	0.0	--	--	-1	--
Net Reach										--

Proposal Totals										
Spots	Gross	AQH Rtg	GRPs	CPP	AQH	Freq	% Mkt	Net Reach		
14	\$176.00	0.9	12.0	\$14.67	1,100	2.1	5.7	7,100		
KKBD-FM										
10	\$236.00	1.3	13.2	\$17.88	1,600	1.9	6.9	8,600		
KMAG-FM										
6	\$108.00	0.3	1.6	\$67.50	400	2.2	0.8	1,000		
KWHN-AM										
6	\$12.00	0.0	--	--	--	--	--	--		
RWHN-AM										
Total	\$532.00	0.9	26.8	\$19.40	1,100	2.2	12.5	15,500		

*CPP and CPM values are calculated as gross amounts.
The terrestrial radio audience estimates in this order are derived by iHeartMedia Revenue Platforms based on Nielsen Audio's copyrighted and proprietary audience estimates. Scarborough Data: Copyright © 2012 Scarborough. All Rights Reserved.

TERMS AND CONDITIONS The Term "Advertiser" shall include advertiser and any agency or buying service named in Order Confirmation, and all persons and entities included within Advertiser agree that they are jointly and severally liable for all obligations of Advertiser under this contract regardless of who is billed, except any agency is liable for invoice payment only to the extent the agency has been paid by the advertiser. The term "Station" means the specific station set out in the Order Confirmation, or, if not identified there, iHeartMedia + Entertainment, Inc.

1. **PAYMENT**
- (a) Advertiser agrees to pay in advance for the distribution of advertising covered by this contract (collectively "transmissions") unless otherwise expressly agreed in writing. Payment is due within 15 days. Past due accounts shall be charged interest at the rate of 1% per month (12% annual percentage rate) or, if less, the highest rate allowed by applicable law, from the date of the invoice. If advertiser notices any error on an invoice, Advertiser must contact Station in writing within 7 days of the invoice date, stating the invoice number, amount and description of alleged error, and including any supporting documentation as may be required by iHeartMedia Revenue Platforms. All invoice charges will be considered valid if no written dispute from the Client is received by Station within the 7 day period.
- (c) On Advertiser's request, Station shall furnish certifications of performance to Advertiser at the time of billing, but unless requested prior to billing the furnishing of such certifications shall not be a condition of payment or time of payment.
- (d) If Advertiser is past due in payment of any amount, Station may change the terms of payment for further transmissions by giving Advertiser written notice. If Station refers this contract for collection, Advertiser shall pay reasonable attorney's or collector's fees and any court costs incurred by Station.
2. **TERMINATION AND BREACH**
- (a) This contract may be terminated by either party giving the other party 14 days prior written notice. If Advertiser so terminates this contract, Advertiser will pay Station at Station's rate card rate (without discount) for the number of remaining transmissions made through the date of termination. If Station so terminates this contract, Advertiser shall pay Station at Station's rate card rate (without discount) for the number of transmissions made through the date of termination. If Station so terminates this contract, Advertiser shall pay Station at Station's rate card rate (without discount) for the number of transmissions made through the date of termination and shall have received had this contract not been so terminated.
- (d) If Station has contracted to purchase other program material ("Third Party Material") during the term of this contract in reliance on the agreement of Advertiser and prior to the end of the term of this contract Station terminates pursuant to paragraph 2(b) or Advertiser pursuant to paragraph 2(a), Advertiser agrees to pay Station all costs and expenses incident to the acquisition of Third Party Material. After such payment, Station shall credit Advertiser for any net amounts obtained if Station is able to resell such Third Party Material, but Station shall not be obligated to make or solicit any sale.
- (e) To the extent provided by law, neither party shall be liable to the other party (including liability for incidental, indirect or consequential damages or lost profits, whether or not advised of the possibility of such damages and punitive damages) other than as specified in this contract.
3. **REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION AND HOLD HARMLESS**
- (a) Advertiser represents, warrants and agrees that: (i) Station's use of the Advertiser Materials (defined below) as authorized by Advertiser, including, but not limited to broadcast of the Advertiser Materials over the facilities of the Station shall not violate or infringe upon the rights of others; provided, however, that the foregoing representations and warranties shall not apply to any material furnished or added to the Advertiser Materials after delivery to Station by any party other than Advertiser, and (ii) Advertiser (and the Advertiser Materials) shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, those of the FCC (e.g., indecency, EAS compliance and all other FCC regulations).
- (b) Advertiser shall defend, hold harmless and indemnify Station, its parents and affiliates, and their respective officers, directors, employees and agents from any and all claims, actions, causes of action, liabilities, demands, damages or costs (including reasonable attorney fees) of whatsoever name or nature, including but not limited to: (i) defamation, unfair/unlawful competition or trade practice, infringement of intellectual property or other property or personal rights (including but not limited to public performance rights with respect to music, spoken word or any other copyrightable material embodied in Advertiser Materials); (ii) any breach or violation of any sort of the representations and warranties described in Section 3(a); or (iii) claims arising from the products, services, operations, representations or warranties relating to, directly or indirectly, any material furnished by Advertiser pursuant to this contract ("Advertiser Material") or to Advertiser's business, services, operations or prizes (if any) relative to Order. Station shall defend, hold harmless and indemnify Advertiser and its officers, directors, employees and agents from damages relating to, directly or indirectly, programming transmitted by Station other than Advertiser Material.
4. **INABILITY TO TRANSMIT AND SUBSTITUTION PROGRAMS**
- (a) Station shall be unable to transmit or otherwise distribute any program or announcement to be transmitted under this contract, for other cause, including mechanical breakdown; beyond Station's control, Station shall be unable to transmit or otherwise distribute any program or announcement to be transmitted under this contract, that transmission shall be canceled, and Station shall not be liable to Advertiser except as provided in paragraph (c) below.
- (b) Station shall have the right to cancel any transmission or portion thereof to be made under this contract in order to transmit any program which it deems to be of public significance. Station will notify Advertiser in advance if reasonably possible or otherwise Station will notify Advertiser within a reasonable time after such scheduled transmission. (c) Station shall transmit such canceled transmission, subject to availability, in a comparable time period. If Station is unable to so transmit the canceled transmission, Advertiser shall not have to pay for the canceled transmission and the cancellation shall not affect any discounts under this contract.
5. **PROGRAM PRODUCTION AND COMMERCIAL MATERIAL**
- (a) Unless otherwise noted in this contract, all material to be transmitted under this contract shall be furnished by Advertiser, and all expenses of delivery to Station and return to Advertiser, if so directed, shall be paid by Advertiser. If Station has not received Advertiser Material by 72 hours in advance of scheduled transmission, Station shall reasonably attempt to so notify Advertiser.
- (b) If Station has not received Advertiser Material by 48 hours in advance of scheduled transmission, Station may in its sole discretion reschedule the transmission of such material or cancel such transmission, and in either case, Advertiser shall pay for the transmission as if transmitted as originally scheduled.
- (c) Advertiser Material 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. If the material is unsatisfactory, Station shall notify Advertiser, and Advertiser shall furnish satisfactory material 48 hours in advance of transmission or paragraph 5(b) shall apply. All program material must conform to the program and operating policies of Station and Station shall have the continuing right to edit in the public interest provided, however, that Station approval of such material shall not affect Advertiser's indemnity obligation under this contract.
- (d) Station will retain all property rights in any program material prepared or created by Station or by any of its employees for use in connection with material transmitted under this contract.
6. **NON-DISCRIMINATION** In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Station will not discriminate in any contract for advertising on the basis of race or ethnicity, and all sales contracts will be evaluated, negotiated and completed without regard to race or ethnicity.
7. **GENERAL**
- (a) This contract is for the transmission by broadcast on radio, transmission on other media when Internet is indicated, or both, of programs, announcements and/or displays of the Communications Commission and the Federal Trade Commission. Station will perform the transmission covered by this contract on the days and approximate hourly times (current at Station) provided in this contract. Station may make reproductions of program material furnished by Advertiser to effect the transmissions.
- (b) If an agency or buying service is included in Advertiser, it is understood that that party is the agent of advertiser and not of Station.
- (d) Advertiser may not assign or transfer this contract without first obtaining the written consent of Station; nor is Station required to transmit any material under this contract for the benefit of any person or entity other than Advertiser named on the face of this contract.
- (e) The failure of Station or Advertiser to enforce any of the provisions of this contract shall not be construed as a waiver of that or any other provision.
- (f) This contract and any applicable written credit agreement, agency commission arrangement and/or merchandising arrangement contains the entire agreement between the parties relating to the subject matter in it, and no modification of its terms shall be effective unless in writing signed by both parties.
- TO THE EXTENT PERMITTED BY LAW, STATION MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS AGREEMENT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.
- ANY AND ALL SALES OR TRANSACTIONS TAXES LISTED ON THIS ORDER CONFIRMATION ARE ESTIMATES. ACTUAL SALES OR TRANSACTIONS TAX PAYABLE WILL BE REFLECTED ON YOUR INVOICE. IF YOU HAVE QUESTIONS RELATED TO THE TAXES ASSOCIATED WITH THIS TRANSACTION, PLEASE CONSULT YOUR TAX PROFESSIONAL.**

*CPM and CPM values are calculated as gross amounts. The terrestrial radio audience estimates in this order are derived by iHeartMedia Revenue Platforms based on Nielsen Audio's copyrighted and proprietary audience estimates. Scarborough Data: Copyright © 2012 Scarborough. All Rights Reserved.



Order Confirmation

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Printed: 5/17/2018 8:27 AM

Advertiser No: 676124
Start Date: 05/18/2018
End Date: 05/22/2018
Month Type: Calendar
Entered: 5/17/2018 8:25 AM by Fusion
Last Update: 5/17/2018 8:25 AM by Fusion
Sol Rep Inv: Burgess, Mike
AE:
Note:
Note 2:

Order No: 1117161684
Contract/Code #:
Co-op: No
Package: No
CPE:
Revision #: 0
Agency Comm: 0%

The Committee to Elect Frank G

1705 Wheaton Trce

Fort Smith, AR 72908

Market Station	Bind To	Start Date	End Date	No On Of Air Sch W. W. Days	Skip W. W. Days	M	T	W	T	F	S	S	Spots/ W.	Copy Group	Spot Len.	Priority Revenue	Rate Type	Ord. Spots	Ord. Cost
1 Fort Smith	15:00-19:00	05/18/18	05/18/18	1 1 0	0 0 0 0 0 0 0	0	0	0	0	0	0	0	2	751930 ALL/COMMITTEE ELECT F. GLIDEWELL 2ND CAM	30	75	13.00	2	26.00
KKBD-FM	Commercial																Local-Direct		
2 Fort Smith	15:00-19:00	05/21/18	05/22/18	1 1 0	0 2 2 0 0 0 0	0	0	0	0	0	0	0	4	751930 ALL/COMMITTEE ELECT F. GLIDEWELL 2ND CAM	30	75	13.00	4	52.00
KKBD-FM	Commercial																Local-Direct		
3 Fort Smith	10:00-15:00	05/19/18	05/19/18	1 1 0	0 0 0 0 0 0 0	0	0	0	0	0	0	0	2	751930 ALL/COMMITTEE ELECT F. GLIDEWELL 2ND CAM	30	75	13.00	2	26.00
KKBD-FM	Commercial																Local-Direct		
4 Fort Smith	15:00-19:00	05/19/18	05/19/18	1 1 0	0 0 0 0 0 0 0	0	0	0	0	0	0	0	2	751930 ALL/COMMITTEE ELECT F. GLIDEWELL 2ND CAM	30	75	12.00	2	24.00
KKBD-FM	Commercial																Local-Direct		
5 Fort Smith	10:00-15:00	05/20/18	05/20/18	1 1 0	0 0 0 0 0 0 0	0	0	0	0	0	0	0	2	751930 ALL/COMMITTEE ELECT F. GLIDEWELL 2ND CAM	30	75	12.00	2	24.00
KKBD-FM	Commercial																Local-Direct		
6 Fort Smith	15:00-19:00	05/20/18	05/20/18	1 1 0	0 0 0 0 0 0 0	0	0	0	0	0	0	0	2	751930 ALL/COMMITTEE ELECT F. GLIDEWELL 2ND CAM	30	75	12.00	2	24.00
KKBD-FM	Commercial																Local-Direct		
7 Fort Smith	10:00-15:00	05/20/18	05/20/18	1 1 0	0 0 0 0 0 0 0	0	0	0	0	0	0	0	2	751930 ALL/COMMITTEE ELECT F. GLIDEWELL 2ND CAM	30	75	16.00	2	32.00
KMAG-FM	Commercial																Local-Direct		



iHeartMEDIA

Order Confirmation

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Printed: 5/17/2018 8:27 AM
Order No: 1117161684

Market Station	Bind To	Start Date	End Date	No On W. W. Days	Skip W. W. Days	M	T	W	T	F	S	S	Spots/ W.	Copy Group	Spot Len.	Priority	Rate	Ord. Spots	Ord. Cost
8 Fort Smith	15:00-19:00	05/20/18	05/20/18	1	1	0	0	0	0	0	0	0	2	751930 ALL/COMMITTEE ELECT F. GLIDEWELL 2ND CAM	30	75	18.00	2	36.00
KMAG-FM	Commercial																		
9 Fort Smith	06:00-10:00	05/18/18	05/18/18	1	1	0	0	0	0	0	2	0	2	751930 ALL/COMMITTEE ELECT F. GLIDEWELL 2ND CAM	30	75	28.00	2	56.00
KMAG-FM	Commercial																		
10 Fort Smith	06:00-10:00	05/21/18	05/22/18	1	1	0	0	2	2	0	0	0	4	751930 ALL/COMMITTEE ELECT F. GLIDEWELL 2ND CAM	30	75	28.00	4	112.00
KMAG-FM	Commercial																		
11 Fort Smith	10:00-15:00	05/18/18	05/18/18	1	1	0	0	0	0	0	2	0	2	751930 ALL/COMMITTEE ELECT F. GLIDEWELL 2ND CAM	30	75	18.00	2	36.00
KWHN-AM	Commercial																		
12 Fort Smith	10:00-15:00	05/21/18	05/22/18	1	1	0	0	2	2	0	0	0	4	751930 ALL/COMMITTEE ELECT F. GLIDEWELL 2ND CAM	30	75	18.00	4	72.00
KWHN-AM	Commercial																		
13 Fort Smith	10:00-15:00	05/18/18	05/18/18	1	1	0	0	0	0	0	2	0	2	751930 ALL/COMMITTEE ELECT F. GLIDEWELL 2ND CAM	30	75	2.00	2	4.00
RWHN-AM	Commercial																		
14 Fort Smith	10:00-15:00	05/21/18	05/22/18	1	1	0	0	2	2	0	0	0	4	751930 ALL/COMMITTEE ELECT F. GLIDEWELL 2ND CAM	30	75	2.00	4	8.00
RWHN-AM	Commercial																		
														No. of Spots/Misc/Digital:	36/0/0				
														Ordered Gross:					
														Agency Commission:	\$0.00				
														Ordered Net:	\$532.00				
														Total Net Due:	\$532.00				



iHeartMEDIA Order Confirmation

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532.00	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Amount Ord:	36	0	0	0	0	0	0	0	0	0	0	0	0
Gross:	532.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net:	532.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

When signed below, this is a contract for advertising on the radio stations named above, made with the owner of those stations, subject to those terms and conditions beginning on the last page of this Order Confirmation. Except when this contract is executed by advertiser itself, it is agreed that advertiser's agency makes this contract both for itself and advertiser.

Accepted for Company: _____ Accepted for Advertiser: _____

Participating Customers

The Committee to Elect Frank G 100%



iHeartMEDIA Order Confirmation

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Printed: 5/17/2018 8:27 AM
Order No: 1117161684

ORDER TERMS AND CONDITIONS

The Term "Advertiser" shall include advertiser and any agency or buying service named in Order Confirmation, and all persons and entities included within Advertiser agree that they are jointly and severally liable for all obligations of Advertiser under this contract regardless of who is billed, except any agency is liable for invoice payments only to the extent the agency has been paid by the advertiser. The term "Station" means the specific station set out in the Order Confirmation, or, if not identified there, iHeartMedia + Entertainment, Inc.

1. PAYMENT

(a) Advertiser agrees to pay in advance for the distribution of advertising covered by this contract (collectively "transmissions") unless otherwise expressly agreed in writing.
(b) If Station has extended credit, Station shall render invoices monthly. Payment by Advertiser is due within 30 days unless invoice is sent to agency or buying service, then net payment is due within 45 days. Past due accounts shall be charged interest at the rate of 1% per month (12% annual percentage rate) or, if less, the highest rate allowed by applicable law, from the date of the invoice. If Advertiser notices any error on an invoice, Advertiser must contact Station in writing within 7 days of the invoice date, stating the invoice number, amount and description of alleged error, and including any supporting documentation as may be required by Station. All invoice charges will be considered valid if no written dispute from the Client is received by Station within the 7 day period.

(c) On Advertiser's request, Station shall furnish certifications of performance to Advertiser at the time of billing, but unless requested prior to billing the furnishing of such certifications shall not be a condition of payment or time of payment.

(d) If Advertiser is past due in payment of any amount, Station may change the terms of payment for further transmissions by giving Advertiser written notice. If Station refers this contract for collection, Advertiser shall pay reasonable attorney's or collector's fees and any court costs incurred by Station.

2. TERMINATION AND BREACH

(a) This contract may be terminated by either party giving the other party 14 days prior written notice. If Advertiser so terminates this contract, Advertiser will pay Station at Station's rate card rate (without discount for the number of remaining transmissions) for transmissions made through the date of termination. If Station so terminates this contract, Advertiser shall pay Station for transmissions made through the date of termination and shall have the benefit of any discounts it would have received had this contract not been so terminated.

(b) Station may terminate this contract at any time upon failure by Advertiser to timely make any payment, or upon other material breach by Advertiser of this contract. On such termination (i) Advertiser will pay Station at Station's rate card rate (without discount for the number of transmissions) for all transmissions made through the date of termination and (ii) all payments due by Advertiser shall become immediately due and payable.

(c) Advertiser may cancel this contract at any time upon material breach by Station of this contract and shall be liable only for transmissions made in accordance with this contract through the date of termination with the benefit of any discounts it would have received had this contract not been so terminated.

(d) If Station has contracted to purchase other program material ("Third Party Material") during the term of this contract in reliance on the agreement of Advertiser and prior to the end of the term of this contract Station terminates pursuant to paragraph 2(b) or Advertiser pursuant to paragraph 2(a), Advertiser agrees to pay Station all costs and expenses incident to the acquisition of Third Party Material. After such payment, Station shall credit Advertiser for any net amounts obtained if Station is able to resell such Third Party Material, but Station shall not be obligated to make or solicit any sale.

(e) To the extent provided by law, neither party shall be liable to the other party (including liability for incidental, indirect or consequential damages or lost profits, whether or not advised of the possibility of such damages and punitive damages) other than as specified in this contract.

3. REPRESENTATIONS & WARRANTIES/INDEMNIFICATION AND HOLD HARMLESS

(a) Advertiser represents, warrants and agrees that: (i) Station's use of the Advertiser Materials (defined below) as authorized by Advertiser, including, but not limited to broadcast of the Advertiser Materials over the facilities of the Station shall not violate or infringe upon the rights of others; provided, however, that the foregoing representations and warranties shall not apply to any material furnished or added to the Advertiser Materials after delivery to Station by any party other than Advertiser, and (ii) Advertiser (and the Advertiser Materials) shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, those of the FCC (e.g., indecency, EAS compliance and all other FCC regulations).

(b) Advertiser shall defend, hold harmless and indemnify Station, its parents and affiliates, and their respective officers, directors, employees and agents from any and all claims, actions, causes of action, liabilities, demands, damages or costs (including reasonable attorney fees) of whatsoever name or nature, including but not limited to (i) defamation, unlawful competition or trade practice, infringement of intellectual property or other property or personal rights (including but not limited to public performance rights with respect to music, spoken word or any other copyrightable material embodied in Advertiser Materials); (ii) any breach or violation of any sort of the representations and warranties described in Section 3(a); or (iii) claims arising from the products, services, operations, representations or warranties relating to, directly or indirectly, any material furnished by Advertiser pursuant to this contract ("Advertiser Material") or to Advertiser's business, services, operations or prizes (if any) relative to Order. Station shall defend, hold harmless and indemnify Advertiser and its officers, directors, employees and agents from damages relating to, directly or indirectly, programming transmitted by Station other than Advertiser Material.

4. INABILITY TO TRANSMIT AND SUBSTITUTION PROGRAMS

(a) If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God; labor disputes, or for other cause, including mechanical breakdown beyond Station's control, Station shall be unable to transmit or otherwise distribute any program or announcement to be transmitted under this contract, that transmission shall be canceled, and Station shall not be liable to Advertiser except as provided in paragraph (c) below.

(b) Station shall have the right to cancel any transmission or portion thereof to be made under this contract in order to transmit any program which it deems to be of public significance. Station will notify Advertiser in advance if reasonably possible or otherwise Station will notify Advertiser within a reasonable time after such scheduled transmission.

(c) Station shall transmit such canceled transmission, subject to availability, in a comparable time period. If Station is unable to so transmit the canceled transmission, Advertiser shall not have to pay for the canceled transmission and the cancellation shall not affect any discounts under this contract.

5. PROGRAM PRODUCTION AND COMMERCIAL MATERIAL

(a) Unless otherwise noted in this contract, all material to be transmitted under this contract shall be furnished by Advertiser, and all expenses of delivery to Station and return to Advertiser, if so directed, shall be paid by Advertiser. If Station has not received Advertiser Material by 72 hours in advance of scheduled transmission, Station shall reasonably attempt to so notify Advertiser.

(b) If Station has not received Advertiser Material by 48 hours in advance of scheduled transmission, Station may in its sole discretion reschedule the transmission of such material or cancel such transmission, and in either case, Advertiser shall pay for the transmission as if transmitted as originally scheduled.

(c) Advertiser Material 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. If the material is unsatisfactory, Station shall notify Advertiser, and Advertiser shall furnish satisfactory material 48 hours in advance of transmission or paragraph 5(b) shall apply. All program material must conform to the program and operating policies of Station and Station shall have the continuing right to edit in the public interest provided, however, that Station approval of such material shall not affect Advertiser's indemnity obligation under this contract.

(d) Station will retain all property rights in any program material prepared or created by Station or by any of its employees for use in connection with material transmitted under this contract.

6. NON-DISCRIMINATION

In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Station will not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated and completed without regard to race or ethnicity.

7. GENERAL

(a) This contract is for the transmission by broadcast on radio, transmission on other media when Internet is indicated, or both, of programs, announcements and/or displays of the Advertiser for the purpose of advertising the named products or services and is subject to all applicable federal, state and municipal regulations, including the rules of the Federal Communications Commission and the Federal Trade Commission. Station will perform the transmission covered by this contract on the days and approximate hourly times (current at Station) provided in this contract. Station may make reproductions of program material furnished by Advertiser to effect the transmissions.

(b) If an agency or buying service is included in Advertiser, it is understood that party is the agent of advertiser and not of Station.

(c) Station shall assume no liability for loss or damages to program material and other property furnished by Advertiser in connection with transmissions under this contract.

(d) Advertiser may not assign or transfer this contract without first obtaining the written consent of Station; nor is Station required to transmit any material under this contract for the benefit of any person or entity other than Advertiser named on the face of this contract.

(e) The failure of Station or Advertiser to enforce any of the provisions of this contract shall not be construed as a waiver of that or any other provision.

(f) This contract and any applicable written credit agreement, agency commission arrangement and/or merchandising arrangement contains the entire agreement between the parties relating to the subject matter in it, and no modification of its terms



iHeartMEDIA Order Confirmation

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shall be effective unless in writing signed by both parties.
TO THE EXTENT PERMITTED BY LAW, STATION MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS AGREEMENT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

AGREEMENT FORM FOR POLITICAL CANDIDATE ADVERTISEMENTS

☒ STATE/LOCAL CANDIDATE

☐ FEDERAL CANDIDATE

(check applicable box)

To Avail Themselves of The Lowest Unit Charge During a Political Window, Federal Candidates Must Sign The Certification On Page 3

Station and Location: WFTS, Fort Smith, AR	Date: 5.16.18
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I, Kelly Seaman
being/on behalf of: Frank Glendon
qualified candidate of the Republican
party for the office of: State Senate
in the Primary
election to be held on: November, Nov 2nd
do hereby request station time as follows:

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
30	SEE ATTACHED				

Total Charges:

\$ 532.00

For programming that, in whole or in part, "communicates a message relating to any political matter of national importance," list the matters below:

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

and you are authorized to announce the time as paid for by such person or entity.
I represent that this person or entity is either a legally qualified candidate or an authorized committee/organization of the legally qualified candidate.

The name of the treasurer of the candidate's authorized committee is:

Mary Susan

This station has disclosed to me its political advertising policies, including: applicable classes and rates; and discount, promotional and other sales practices (not applicable to federal candidates).

To Be Signed By Candidate or Authorized Committee

5/16/18
Date

Rebecca Swan
Signature

To Be Signed By Station Representative

☒ Accepted

[Signature]
Signature

☐ Accepted in Part

Mark Burgess
Printed Name

SVP
Title

☐ Rejected