AGREEMENT FORM FOR POLITICAL CANDIDATE ADVERTISEMENTS

(check applicable box)

☐ **FEDERAL CANDIDATE** ☒ **STATE/LOCAL CANDIDATE**

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

Station and Location:	**Date:**
Radio One Detroit	8/17/16

I, Kurtis T. Wilder,

being/on behalf of: The Committee to Retain Judge Kurtis T. Wilder

a legally qualified candidate ~~**of the**~~ nonpartisan

~~**political party**~~ **for the office of:** Michigan Court of Appeals

in the 1st District, State of Michigan general

election to be held on: November 8, 2016

do hereby request station time as follows:

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
:60	6a-12m	5		20	5wks

Attach proposed schedule with charges (if available):

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

~~Commit~~ Marie Morrow and Associates (Agency of Record)

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:

Sean Dutton

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).

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

To Be Signed By Candidate or Authorized Committee

8-17-16

Date **Signature**

To Be Signed By Station Representative

☑ **Accepted** ☐ **Accepted in Part** ☐ **Rejected**

Signature Brian A. Berry **Printed Name** Integrated Media Exec **Title**

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RADIO ONE
THE URBAN MEDIA SPECIALIST

Disclosure Statement Certification

Candidate or Authorized Committee Name: Committee to Retain Judge Kurtis T. Wilde

Representative: Judge Kurtis T. Wilde

Address: P.O. Box 16084 Lansing MI 48901

Phone: 313-368-5701

Method of Disclosure (check all that apply):

- ☐ **Telephone**_____ **(person's name) on**_____**(date)**
- ☐ **Mail**_____**(person's name) on**_____**(date)**
- ☐ **Email to** _____ **(person's name) on**_____**(date)**
- ☒ **In person** Kurtis T. Wilde **(person's name) on** 8-17-16 **(date)**

Station Representative (signature):_____

Candidate or Representative (signature):_____

Date: 8-17-16

By signing this document, I hereby certify that I am authorized to purchase political advertising on behalf of the above candidate and that I have received and reviewed a copy of Radio One's Political Broadcast Advertising Disclosure Statement, the terms of which shall govern such purchase.

CONTRACT

Praise 102.7
Radio One, Inc.
3250 Franklin
Detroit, MI 48207
(313) 259-2000

http://praise1027detroit.com

Contract / Revision	Alt Order #
317999 /	

Product
Michigan Court of Appeals Campaign WPZR

Contract Dates	Estimate #	
08/29/16 - 11/08/16		

Advertiser	Original Date / Revision
Committee to Retain Judge Kurtis T. Wilder	08/23/16 / 09/13/16

Billing Cycle	Billing Calendar	Cash/Trade
EOM/EOC	Broadcast	Cash
Property	**Account Executive**	**Sales Office**
WPZR-FM	Brian Berry	Local Detroit

Special Handling

Demographic
Adults 25-54

Agy Code	Advertiser Code	Product 1/2

Agency Ref	Advertiser Ref

And:

Mario Morrow and Associates
Attention: Mario Morrow
PO Box 211017
Detorit, MI 48221

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Rtn	Type	Spots	Amount
N 1	WPZR	08/29/16	11/08/16	M-F	6a-10a		:30				NM	25	$725.00

	Start Date	End Date	Weekdays	Spots/Week	Rate
Week:	08/29/16	09/04/16	11111--	5	$29.00
Week:	09/05/16	09/11/16	11111--	5	$29.00
Week:	09/12/16	09/18/16	-------	0	$29.00
Week:	09/19/16	09/25/16	-------	0	$29.00
Week:	09/26/16	10/02/16	11111--	5	$29.00
Week:	10/03/16	10/09/16	-------	0	$29.00
Week:	10/10/16	10/16/16	-------	0	$29.00
Week:	10/17/16	10/23/16	-------	0	$29.00
Week:	10/24/16	10/30/16	11111--	5	$29.00
Week:	10/31/16	11/06/16	1-1-1--	3	$29.00
Week:	11/07/16	11/13/16	11-----	2	$29.00

N 2	WPZR	08/29/16	11/08/16	M-F	10a-3p		:30				NM	25	$725.00

	Start Date	End Date	Weekdays	Spots/Week	Rate
Week:	08/29/16	09/04/16	11111--	5	$29.00
Week:	09/05/16	09/11/16	11111--	5	$29.00
Week:	09/12/16	09/18/16	-------	0	$29.00
Week:	09/19/16	09/25/16	-------	0	$29.00
Week:	09/26/16	10/02/16	-------	0	$29.00
Week:	10/03/16	10/09/16	-------	0	$29.00
Week:	10/10/16	10/16/16	-------	0	$29.00
Week:	10/17/16	10/23/16	1-1-1--	3	$29.00
Week:	10/24/16	10/30/16	11111--	5	$29.00
Week:	10/31/16	11/06/16	11111--	5	$29.00
Week:	11/07/16	11/13/16	11-----	2	$29.00

N 3	WPZR	08/29/16	11/08/16	M-F	3p-7p		:30				NM	25	$1,325.00

	Start Date	End Date	Weekdays	Spots/Week	Rate
Week:	08/29/16	09/04/16	11111--	5	$53.00
Week:	09/05/16	09/11/16	11111--	5	$53.00
Week:	09/12/16	09/18/16	-------	0	$53.00
Week:	09/19/16	09/25/16	-------	0	$53.00
Week:	09/26/16	10/02/16	-------	0	$53.00
Week:	10/03/16	10/09/16	-------	0	$53.00
Week:	10/10/16	10/16/16	-------	0	$53.00

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

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills 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 conditions, printed or otherwise contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Two week advance cancellation notice is required unless otherwise specified.

Radio One, Inc.
3250 Franklin
Detroit, MI 48207
(313) 259-2000

http://praise1027detroit.com

Contract / Revision	Alt Order #
317999 /	

Contract Dates	Product	Estimate #
08/29/16 - 11/08/16	Michigan Court of Appea	

Advertiser	Original Date / Revision
Committee to Retain Jud	08/23/16 / 09/13/16

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Rtn	Type	Spots	Amount
N	4	WPZR 08/29/16	11/08/16	M-F	7p-12m		:30				NM	25	$425.00

	Start Date	End Date	Weekdays	Spots/Week	Rate
Week:	10/17/16	10/23/16	1-1-1--	3	$53.00
Week:	10/24/16	10/30/16	11111--	5	$53.00
Week:	10/31/16	11/06/16	11111--	5	$53.00
Week:	11/07/16	11/13/16	11-----	2	$53.00

	Start Date	End Date	Weekdays	Spots/Week	Rate
Week:	08/29/16	09/04/16	11111--	5	$17.00
Week:	09/05/16	09/11/16	11111--	5	$17.00
Week:	09/12/16	09/18/16	-------	0	$17.00
Week:	09/19/16	09/25/16	-------	0	$17.00
Week:	09/26/16	10/02/16	11111--	5	$17.00
Week:	10/03/16	10/09/16	-------	0	$17.00
Week:	10/10/16	10/16/16	-------	0	$17.00
Week:	10/17/16	10/23/16	--1-1--	2	$17.00
Week:	10/24/16	10/30/16	1-1-1--	3	$17.00
Week:	10/31/16	11/06/16	1-1-1--	3	$17.00
Week:	11/07/16	11/13/16	11-----	2	$17.00

Totals	0.00	100	$3,200.00

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
08/29/16 -09/25/16	40	$1,280.00	($192.00)	$1,088.00
09/26/16 -10/30/16	36	$1,116.00	($167.40)	$948.60
10/31/16 -11/08/16	24	$804.00	($120.60)	$683.40
Totals	100	$3,200.00	($480.00)	$2,720.00

Signature: _____ **Date:** _____

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

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills 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 conditions, printed or otherwise contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Two week advance cancellation notice is required unless otherwise specified.

TERMS AND CONDITIONS-STANDARD SALES AGREEMENT

1. **BILLING AND PAYMENT.**

a. The station identified on the accompanying document ("Station") will bill the Advertiser or Agency, as applicable, using the standard broadcast month, unless otherwise provided thereupon.

b. Payment is due by Advertiser or Agency within 30 days of the billing date as set forth on the invoice. If accounts become past due, credit may be revoked. In addition, Advertiser or Agency agrees to pay late fees equal to an interest rate equal to the prime rate plus 10% compounded monthly on past due amounts, which shall be paid in addition to amounts paid for advertising. Further Advertiser or Agency agrees to pay collection fees and reasonable attorney fees and such fees shall be payable as liquidated damages in that amount equal to the greater of 30% of the total amount of fees invoiced for advertising services and applicable late fees due or actual collection and attorneys fees due.

c. Invoices shall contain dates, advertiser, time and length of commercial announcement and/or size of website advertisement, cost and, if commercial code identifying each commercial announcement and/or website advertisement is requested in advance and supplied by the Advertiser or Agency, such code for each commercial announcement and/or website advertisement.

d. The Station warrants that all information shown on an invoice was taken from the commercial and/or website advertisement record produced and maintained at the Station, and will be made available, as will other records adequate to verify performance of conditions of sale, upon reasonable request, for inspection by the Advertiser or Agency for a period of 3 months from the month of broadcast or from the impended schedule of website advertising. This invoice shall evidence proof of performance.

e. The Station grants credit based on joint and several liability. Notwithstanding to whom bills are rendered, Advertiser, Agency and any service used by either Advertiser or Agency for the purposes of performing media buying or similar services, and/or paying such invoices ("Service"), jointly and severally shall remain fully obligated to pay to the Station the amount of any bills rendered by the Station within the time specified and until payment in full is received by the Station. **Payment by Advertiser to Agency or to Service or payment by Agency to Service shall not constitute payment to the Station.**

2. **TERMINATION.**

a. Unless otherwise specified on the accompanying document, either party may terminate this Agreement, without cause, upon giving the other party at least 14 days prior notice (or where this Agreement covers sponsorship or partial sponsorship of program(s), upon at least 28 days prior notice). Notwithstanding the foregoing, Advertiser or Agency may not terminate any contracts of two consecutive weeks or less. If Advertiser or Agency so terminates this Agreement, all unpaid accrued charges hereunder shall immediately become due and payable.

b. The Station may, effective upon notice to Advertiser or Agency, terminate this Agreement at any time (i) upon material breach by Advertiser or Agency, or (ii) if Advertiser's or Agency's, credit, in the sole discretion of the Station, is impaired. For the avoidance of doubt, any violation of applicable law by Advertiser or Agency automatically constitutes a material breach by Advertiser or Agency subject to immediate termination hereunder. If the Station terminates this Agreement pursuant to this Section 2(b), all unpaid accrued charges hereunder shall immediately become due and payable and Advertiser or Agency shall also pay, as liquidated damages, a sum equal to that which Advertiser or Agency would have been obligated to pay hereunder.

c. Advertiser or Agency may, effective upon notice to the Station, terminate this Agreement at any time upon material breach by the Station. Upon termination pursuant to this Section 2(b), the Station shall pay as liquidated damages, a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Advertiser or Agency through the date of such termination; or (ii) One Hundred Dollars ($100.00).

3. **OMISSION OF BROADCAST AND WEBSITE ADVERTISEMENT.**

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or government order, mechanical or computer breakdown or any other cause beyond the Station's reasonable control, the Station fails to broadcast any or all of the announcement(s) to be broadcast hereunder, or the Station fails to impend any or all of the advertising scheduled on the Station website advertisements to be impended hereunder, the Station shall not be in breach hereof, but Advertiser or Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast and/or impended website advertising schedule is made, a later broadcast and/or website advertisement shall be made at a reasonably satisfactory substitute date and time, and if no such time is available the time charges allocable to the omitted broadcast and/or website advertisement shall be waived; or (ii) if a material part, but not all, of a scheduled broadcast and/or website advertising schedule is omitted, the time charges relating hereto shall be appropriately reduced. The foregoing shall not deprive Advertiser or Agency of benefit of discounts which it would have earned hereunder if the broadcast and/ or website advertising schedule had been made in its entirety.

4. **PREEMPTIONS.**

The Station shall have the right to cancel any broadcast and/or website advertising schedule or portion thereof covered by this Agreement in order to broadcast any announcements, and/or in order to promote on the Station website advertisements, announcements, programs or events which, in its sole discretion, the Station deems to be of public interest or significance or for any other reason the Station deems necessary, and Station shall not be in breach hereof. The Station will notify Advertiser or Agency of such cancellation as promptly as reasonably possible. The Station will determine in its sole discretion whether to provide Advertiser or Agency with another broadcast announcement and/or website advertisement at a reasonably satisfactory substitute date and time ("Makegood"). In the event that Station does not provide such Makegood, Advertiser or Agency shall not be invoiced for charges allocable to missed broadcast announcement and/or website advertisement and any such preempted broadcast announcements and/or website advertisements shall not affect the rates, discounts or rights provided under this Agreement.

5. **RATE PROTECTION.**

The Station reserves the right at any time(s) to change the rates, discounts, or charges hereunder.

6. **AGENCY MATERIAL.**

All commercial materials and/or website advertising materials (and when so specified on the accompanying document, all program materials including talent) shall be furnished by Advertiser or Agency and delivered to the Station at Advertiser's or Agency's sole cost and expense. Advertiser or Agency shall deliver all materials no later than 24 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast, except in the case of website advertisements or announcements requiring Station-produced elements, which shall be delivered at least 48 hours in advance of such start date. Except with respect to qualified political advertisements, all materials furnished by Advertiser or Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to the Station's prior approval and continuing right to reject or to cause Advertiser or Agency to edit such materials. The Station will not be liable for loss or damage to Advertiser or Agency's material. If Advertiser or Agency requests within 30 days of last broadcast and/or website advertising schedule hereunder, the Station will at Advertiser or Agency expense, return Advertiser or Agency material to Advertiser or Agency. If Advertiser or Agency does not so request, the Station has the right to dispose of Advertiser or Agency material at any time after 30 days following the last broadcast and/or website advertising schedule hereunder.

7. **INDEMNIFICATION.**

Advertiser and/or Agency will indemnify and hold harmless the Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast and/or website advertising schedule, preparation for broadcast and/or website advertisement or contemplated broadcast and/or impended website advertisement of materials furnished by or on behalf of Advertiser or Agency or furnished by the Station at Advertiser's or Agency's request for use in connection with Advertiser's or Agency's commercial material. The Station shall properly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

8. **GENERAL.**

a. The Station will broadcast the announcements, and impend the website advertisements, and programs covered by this Agreement on the dates at the approximate hourly times provided on the accompanying document. Station may also, at its sole discretion, broadcast the announcements and/or impend the website advertisements hereunder on its associate FM and AM transmitter and the Internet.

b. If this Agreement is with a recognized advertising agency, a commission not to exceed 15% will be allowed on all time charges unless otherwise provided on the accompanying document and provided that the Station's bills are paid when due. Nothing herein contained relating to the payment of billings by Advertiser or Agency shall be construed as to relieve Advertiser or Agency of or diminish Advertiser or Agency's liability for breach of its obligations hereunder. If this Agreement is with a Service, all references herein to Agency shall apply to the media buying service.

c. Neither the Advertiser nor Agency shall assign this Agreement except Agency may assign to another agency which succeeds its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may upon notice to the Station change its agency and only the successor agency shall be entitled to commissions if any, on billings for broadcasts and/or website advertisements thereafter. The Station is not required to broadcast or impend website advertising hereunder for the benefit of any person other than Advertiser, or for a product or service other than named on the accompanying document.

d. Neither party will disclose to any person or entity, directly or indirectly, without the prior approval of the other party (i) the terms of this Agreement, or (ii) any other non-public information relating to the other party obtained by virtue of this Agreement or the transactions contemplated by this Agreement, except on a confidential basis to its business, legal and financial advisors or as is required to be disclosed under applicable law or by legal process.

e. The 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 or ethnicity. Advertiser hereby certifies that it is not buying broadcasting air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.

f. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

g. THE STATION AND ITS PARENT AND/OR SUBSIDIARIES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE STATION OR ITS REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

h. This Agreement contains the entire understanding between the parties, cannot be modified or terminated orally, and shall be construed in accordance with the laws of the jurisdiction in which the Station is located. When there is any inconsistency between these standard conditions and a provision on the accompanying document, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Par. 4) shall be in writing given only by prepaid overnight delivery or mail, addressed to the other party at the address on the accompanying document, and shall be deemed given on the date of dispatch.

WPZR

CASH/CHECK INFORMATION SHEET AND RECEIPT

HOT 107.5 HotHipHopDetroit.com | 105.9 kiss-fm www.kissdetroit.com | NEWSTALK AM1200 99.9FM WCHB | Praise 102.7 Detroit's Inspiration Station

DATE: 8/23/2016 CONTRACT #: _____

AGENCY: Mario Morrow & Associates
(IF APPLICABLE)

CLIENT Committee to Retain Kurtis T. Wilder

STATIONS: ☐ WCHB ☐ WDMK ☐ WGPR ☒ WPZR
(CHECK ALL THAT APPLY)

AMOUNT PAID: $ 3,200 BALANCE DUE: $ _____

SOURCE: ☐ CASH ☐ WIRE TRANSFER ☒ CHECK ☐ CREDIT CARD

BUSINESS OFFICE ONLY!
INITIALS: _____

AIRDATES: 8/24 - 11/8 2016

A.E.: Brian Berry

MAKE A COPY OF THE CHECK/MONEY ORDER BELOW, HAVE BUSINESS OFFICE SIGN OFF, MAKE A COPY FOR YOUR CLIENT AS A RECEIPT, AND KEEP A COPY FOR YOUR FILES.

CLIENT'S SIGNATURE: _____

RECEIVED BY: _____