



# ORDER

**ORDERS** Order # 10012  
 Description The Committee to Elect Jay Block  
 Estimate # 10021  
 Execution Dates 6/3/22 - 6/7/22  
 Order Category GENERAL POL

**AGENCY** Name Praetorian Strategies, LLC  
 Buying Contact Kailee Pete  
 Agency Contact \_\_\_\_\_  
 Billing Contact 5600 Eubank Blvd NE, Albuquerque, NM 87111  
505-553-1803

**ADVERTISER** Name The Committee to Elect Jay Block  
 Demographic \_\_\_\_\_  
 Product Codes OTA1  
 Revenue Code DIR  
 Priority \_\_\_\_\_

**ACCT EXEC** Primary Contact Jimmy Tran  
 Office ABQ  
 Region SW

**BILLING** Cash/Trade Cash  
 Billing Calendar n/a  
 Billing Cycle due upon receipt  
 Agency Comission n/a

**INSERTION** Length 0:00:30

## ORDER DESCRIPTION

Station	Channel	Date	Time	Length	MO	TU	WE	TH	FR	SA	SU	Tot Wk	Rate	Gross Amount	Net Amount
KYNM	SW Channel	6/3-6/7	00:00-08:59	0:00:30	9	9				9	9	36	\$ 20.00	\$ 720.00	\$ 720.00
KYNM	SW Channel	6/3-6/7	09:00-15:59	0:00:30	7	7				7	7	28	\$ 30.00	\$ 840.00	\$ 840.00
KYNM	SW Channel	6/3-6/7	16:00-18:59	0:00:30	3	3				3	3	12	\$ 20.00	\$ 240.00	\$ 240.00
KYNM	SW Channel	6/3-6/7	19:00-22:59	0:00:30	4				4	4	4	16	\$ 50.00	\$ 800.00	\$ 800.00
KYNM	SW Channel	6/3-6/7	23:00-23:59	0:00:30	1				1	1	1	4	\$ 20.00	\$ 80.00	\$ 80.00
<b>TOTALS:</b>					24	19	0	0	5	24	24	96		\$ 2,680.00	\$ 2,680.00

## Make Check Payable to:

RJ Enterprises Investments LLC  
 820 Candelaria Rd NE  
 Albuquerque, NM 87107  
 505-345-4164

* Plus NMGR	7.875%	\$211
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<b>Grand Total</b>	<b>\$ 2,891.05</b>
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## DISCLAIMER

All attempts will be made to run each spot as ordered, however, there may arise technical difficulties and other situations beyond our control. Upon such occurrences, makegood orders will be put in action to satisfy this order.

## IMPORTANT TERMS & CONDITIONS

### PAYMENTS AND BILLING

- (a) STATION will bill CLIENT or AGENCY REPRESENTATIVE monthly using the Final Sunday Fiscal Month unless otherwise provided on the face of this contract.
- (b) Payment by CLIENT or AGENCY REPRESENTATIVE is due within 15 days after receipt of invoice and affidavit of performance by CLIENT or AGENCY REPRESENTATIVE.
- (c) Affidavit shall contain date and exact time of broadcast, length of commercial announcement, cost and if commercial code identifying each commercial announcement was supplied by CLIENT or AGENCY REPRESENTATIVE, such code for each commercial announcement.
- (d) STATION agrees to hold AGENCY REPRESENTATIVE solely liable for payments to be made under this Contract, except that where AGENCY REPRESENTATIVE is not an advertising agency, the person, firm or corporation which authorizes AGENCY REPRESENTATIVE to contract for broadcast time hereunder shall be liable in the event of default by AGENCY REPRESENTATIVE.

### DELIVERY OF PROGRAMMING

- (a) All PROGRAMMING shall be furnished by PROGRAMMER at PROGRAMMER's expense no less than 48 hours un advance of the time set for its broadcast.
- (b) STATION shall exercise ordinary care in handling PROGRAMMING; however, STATION assumes no responsibility for loss of or damage to PROGRAMMING.

### BROADCAST OF PROGRAMMING

- (a) STATION shall have the right, in its sole discretion, to refuse to broadcast PROGRAMMING or any portion thereof which it deems to be of unsatisfactory technical quality or which it deems to include inappropriate or objectionable content. STATION will not broadcast the same PROGRAMMING more than twice.
- (b) STATION shall have the right, in its sole discretion, to preempt broadcast of PROGRAMMING or any portion thereof, in order to broadcast any program that it deems to be of public significance.
- (c) PROGRAMMER shall furnish STATION with substitute PROGRAMMING for broadcast in the event that other PROGRAMMING is preempted or rejected pursuant to this Agreement.
- (d) If there is an interruption or omission of the audio signals of a broadcast of PROGRAMMING, and that interruption or omission is due to any cause beyond STATION's control, including but not limited to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes, or equipment failure, STATION may substitute a time period for the broadcast of the interrupted or omitted PROGRAMMING.
- (e) STATION shall not accept or process correspondence or telephone calls in connection with the broadcast of PROGRAMMING.

### INDEMNIFICATION

PROGRAMMER hereby warrants that it holds and has the authority to assign the lawful right to perform, broadcast, transmit and copy all material contained in PROGRAMMING. PROGRAMMER hereby undertakes to indemnify the STATION hold it harmless against any liabilities, including but not limited to claims for product liability, libel, slander, infringement of copyright or unauthorized use of any trademark or service mark arising out of STATION's broadcast of PRORAMMING or other performance under the terms of this Agreement.

### WAIVER AND TERMINATION

- (a) The failure or delay of STATION to enforce any of its rights under the provisions of this Agreement shall not be construed as a waiver of those rights. This Agreement contains the entire agreement between the parties relating to the subject matter addressed herein. This Agreement may not be amended, except by means of a written amendment executed by STATION and PROGRAMMER.
- (b) This Agreement may be terminated by either party through written notification furnished at least 30 days in advance.

### ASSIGNMENTS AND CHOICE OF LAWS

- (a) PROGRAMMER may not assign its right under the terms of this Agreement without prior written consent of STATION.
- (b) The obligations and rights of STATION and PROGRAMMER under this Agreement are subject to all applicable federal, state and local laws, and all interpretations thereof shall be governed by the laws of the State of New Mexico, except for the choice of law provisions of that jurisdiction.

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### DISCRIMINATION CLAUSE

This station does not discriminate in the sale of advertising time, and will not accept advertising which is placed with the intent to discriminate on the basis of race or ethnicity, is hereby declared null and void.