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November 16, 2020

VIA EMAIL TO cela@fec.gov

Mr. Jeff S. Jordan
Assistant General Counsel
Complaints Examination & Legal Administration
Federal Election Commission
ATTN: Kathryn Ross, Paralegal
1050 First Street, NE
Washington, DC 20463

**Re: MUR 7784 – Response of American Made Media Holding Corporation, Inc.,
and American Made Media Consultants, LLC**

Dear Mr. Jordan:

On behalf of American Made Media Holding Corporation, Inc. (“AMMHC”), and American Made Media Consultants, LLC (“AMMC”),¹ I am submitting this response to the July 28, 2020 Complaint from the Campaign Legal Center and Margaret Christ (MUR 7784) pursuant to 52 U.S.C. § 30109(a)(1) and 11 C.F.R. § 111.6. On October 22, 2020, the Commission extended the deadline for both responses to November 9, 2020; due to post-election issues occupying key personnel, on November 9, the FEC granted a further extension to November 16, 2020. As explained, below, the Complaint fails to state a violation of the Federal Election Campaign Act, 52 U.S.C. § 30101 *et seq.*, by either AMMHC or AMMC. Because the Complaint provides no reason to believe that a violation of FECA has occurred, AMMHC and AMMC urge the Commission to dismiss the Complaint and close the file.

¹ AMMC is the operating company of AMMHC. Because of this relationship, we have obtained approval from the FEC to submit this as a consolidated response.

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SUMMARY OF THE ALLEGATIONS

Relying only on inferences drawn from media reports, Complainants allege that the Donald J. Trump for President Campaign (“the Campaign”), the authorized campaign committee of President Donald J. Trump, and the Trump Make America Great Again Committee (“the Committee”), a joint fundraising committee of the Campaign and the Republican National Committee, have violated FECA. They have done so, according to the Complainants, by failing to report the ultimate recipients of money paid to AMMC, which allegedly acts merely as a “clearinghouse” to shield payments by the Campaign to sub-vendors from public disclosure. Compl. ¶ 10. Complainants also allege the Campaign, rather than AMMC, is “selecting, directing, and controlling” sub-vendors. *See id.* ¶ 11. Although Complainants do not name AMMC and AMMHC as Respondents, the Commission has requested this response from them.

BACKGROUND

AMMHC was incorporated in Delaware on April 18, 2018. *See* AMMHC Certificate of Incorporation attached as Exhibit 1. It operates exclusively through AMMC, which is a limited liability company that was organized under the laws of Delaware on April 19, 2018. *See* AMMC Certificate of Formation attached as Exhibit 2. AMMC provides media and ad placement services for the Campaign and the Committee. *See* Exhibit 3, Declaration of Sean Dollman (hereinafter, “Dollman Decl.”) ¶ 5.

AMMC is run by Sean Dollman, who has served as the President, Treasurer, and Secretary of the organization throughout AMMC’s existence. *See id.* ¶ 1. As explained by Mr. Dollman, on May 1, 2018, AMMC entered a non-exclusive services agreement with the Campaign.² *See id.* ¶¶ 5, 7. As stated in the contract, AMMC provides the Campaign with “media sub-vendor planning and coordination services.” *Id.* ¶ 8. The agreement also provides that Mr. Dollman is “the designated representative of [AMMC] for purposes of performing the Services and otherwise administering th[e] Agreement.” *Id.* ¶ 9. Because of Mr. Dollman’s employment with the Campaign, the Campaign “consent[ed] to Mr. Dollman serving as both an employee of [the Campaign] and a representative of [AMMC], provided that, in all matters relating to the performance of Services under th[e] Agreement, Mr. Dollman is considered to be acting in his capacity as representative of [AMMC], and not as an employee of [the Campaign].” *Id.* At all times, the Campaign and AMMC have each been represented by separate counsel. *Id.* ¶ 6.

Since entering the agreement, AMMC has invoiced the Campaign for its services on a monthly basis and for the fees and expenses of sub-vendors on an *ad hoc* basis. *See id.* ¶ 10. The Campaign has also paid AMMC for the fair market value of Mr. Dollman’s time and for third-party fees or costs, including advertising placement, creation, and production fees of subcontractors. *Id.* In this regard, the agreement provides that “[AMMC] shall contract directly

² AMMC has an identical agreement with the Committee.

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with media sub-vendors on behalf of [the Campaign],” and “shall have continuing responsibility to manage all such sub-vendor relationships on [the Campaign’s] behalf.” *Id.* ¶ 8.

ARGUMENT

As an initial matter, AMMHC and AMMC are not political committees making disbursements, or entities making “expenditures,” subject to reporting requirements of the Act. Indeed, Complainants do not allege violations of FECA by AMMHC and AMMC or request that the Commission take action against them in their Prayer for Relief. Even if Complainants did seek relief against AMMHC and AMMC, the allegations in the Complaint do not support a finding that either AMMHC or AMMC violated the Act or FEC regulations.

First, AMMC has a *bona fide* contractual relationship with the Campaign and the Committee to provide advertising and media services, and it has performed those services in good faith for many months. *Second*, the business relationship between AMMC, on the one hand, and the Campaign and Committee, on the other hand, is consistent with the relationships between vendors and presidential campaigns that have existed for several decades without question by the Commission.

Strikingly, the Complaint does not even mention the numerous instances in which presidential campaigns on both sides of the aisle have established a lead vendor to manage their media purchases and other activities. *See* Response of Donald J. Trump Campaign, *et al.*, (Oct. 14, 2020), at 2-5. This glaring omission speaks volumes about the Complaint’s utter lack of merit.

I. AMMHC and AMMC Are Separate and Distinct Legal Entities from the Campaign and Committee.

AMMC is not an intermediary, but rather a *bona fide* limited liability company serving as a vendor to the Campaign and the Committee. As shown by its limited liability status as well as its accounting and operational activities, AMMC has a legal existence that is “separate and distinct from the operations of” the Campaign and the Committee. *See generally* Dollman Decl.; *see* Advisory Op. 1983-25 (Mondale for President) at 3; *see also* Compl. ¶ 13. AMMC also provides services to the Campaign and the Committee under negotiated and non-exclusive service contracts. *See generally* Dollman Decl.; *see* FEC Adv. Op. 1983-25 (Mondale for President) at 3; *see also* Compl. ¶¶ 3, 9. Further, consistent with its agreements, AMMC has explicit management responsibility over sub-vendors that are retained to deliver the messages and communications developed by the Campaign and Committee. Dollman Decl. ¶ 8. Finally, recognizing that AMMC’s representative, Mr. Dollman, has dual employment with AMMC and the Campaign, the services agreement expressly restricts Mr. Dollman from serving as an employee of the Campaign or Committee when conducting AMMC business activities. *Id.* ¶ 9. And, as the Supreme Court has recognized, it is perfectly proper under the FECA for an individual to “wear two hats” by performing separate roles for two separate entities. *See McConnell v. FEC*, 540 U.S. 159-161, 124 S.Ct. 619, 670 (2003). *See also* FEC Adv. Op. 2003-10 (Reid), at 5 (same).

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II. The Relationship AMMC Has with the Campaign and the Committee Is Consistent with Relationships Prior Presidential Campaigns Have Had with Their Vendors.

For decades, vendors materially indistinguishable from AMMC have managed media and advertising services for political committees. In many circumstances, the vendors have worked exclusively for the campaigns and have employed advisors to the presidential campaign.

For example, in 1984, President Ronald Reagan's campaign paid the Tuesday Team, which was an in-house media company established before the 1984 election and comprising campaign volunteers. *See* Statement of Reasons - In the Matter of President Ronald Reagan and Reagan-Bush '84 Final Repayment Determination (Feb. 10, 1988) at 4-5. The Tuesday Team developed the advertising campaign for President Reagan's reelection, produced the campaign's commercial advertisements, and arranged for their placement in the various television and radio markets. *See id.* It had no existence prior to the 1984 election campaign and was not an ongoing business firm, but rather was formed solely for the purpose of providing services to the Reagan-Bush '84 campaign. *See id.* The business terminated its operations upon the conclusion of the general election campaign. *See id.* After review in the post-election audit required because the Reagan-Bush campaign received public funding, the Commission took no action related to the Tuesday Team.

Since then, several presidential campaigns have retained similar vendors for their ad purchases and marketing, including:

- In 1992, George H.W. Bush's re-election campaign used an in-house media vendor named the November Company. *See* FEC Final Audit on Bush-Quayle '92 Committees (Dec. 29, 1994) at 45. Again, the Commission took no action relating to the November Company following the post-election audit.
- In 1996, Bill Clinton's re-election campaign paid millions of dollars in public funds to its primary media consultant, November 5 Group, Inc., described as a "consortium that included [Dick] Morris and the other Clinton-Gore consultants."³ Once again, the Commission took no action related to the November 5 Group following the post-election audit.

³ *See* Jill Abramson and Leslie Wayne, *Democrats Used the State Parties to Bypass Limits*, N.Y. Times (Oct. 2, 1997), <https://www.nytimes.com/1997/10/02/us/democrats-used-the-stateparties-to-bypass-limits.html> ("[T]he November 5 Group . . . included the Squire Knapp Ochs, a Washington media group; Penn & Schoen, a polling group; Penczner Productions, a Tennessee photography studio; Austin Sheinkopf, a New York communications firm, and Mr. Morris."); *see also* MUR 4544 (Clinton-Gore '96 Primary Committee, Inc.), First General Counsel's Report at 29 n.24 (discussing November 5 Group).

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- In 2004, George W. Bush’s re-election campaign worked with Maverick Media, which “was created for the single purpose of electing George W. Bush as president” and described as a “political consulting super-group of sorts composed of top consultants,”⁴ and which “took in more than \$177 million from” two clients, “the Bush campaign and the Republican National Committee.”⁵ The Commission took no action related to Maverick Media following the post-election audit.
- In 2008 and 2012, the Obama campaign paid more than \$300 million for various media expenses to GMMB Inc., a consultancy run by a senior Obama campaign advisor. Hillary Clinton’s campaign did the same in 2016.⁶
- In 2012, Mitt Romney’s campaign paid nearly \$235 million to American Rambler Productions LLC, the campaign’s in-house “umbrella” media vendor run by senior campaign advisers,⁷ which the Romney campaign described as ““manag[ing] the work of multiple consultants and strategists.””⁸

As this history shows, the Commission has not questioned these arrangements, much less found them to be in violation of FECA or FEC regulations. Complainants do not even mention these determinative on-point precedents. Instead, they grasp at several easily distinguishable FEC enforcement actions as purported support for their argument that AMMC and AMMHC are merely “clearinghouses” for the Campaign’s payments to vendors so that the Campaign can avoid public disclosure. But their argument fails. For example, in MUR 6724 (Bachmann), on referral from the Office of Congressional Ethics, the Commission determined that the Bachmann campaign had used a media company to hide a payment to an Iowa state senator for the purpose of avoiding public disclosure and to cover an apparent state ethics violation by the state senator. *See* MUR 6724, Factual & Legal Analysis at 10-11. And in MUR 4872 (Jenkins), the FEC determined that the campaign attempted to hide its payments to a firm affiliated with David Duke by routing those payments through a media vendor. *See* MUR 4872, Conciliation Agreement ¶ 9. In contrast, there

⁴ *See* Chris Landers, *Mark McKinnon (Maverick Media) Consultant Profile*, Public Integrity (Sept. 26, 2006), <https://publicintegrity.org/politics/elections/campaign-consultants/markmckinnon-maverick-media>.

⁵ *See* MUR 5502 (Martinez for Senate), Factual & Legal Analysis at 6 n.5 (“The Bush Committee’s disclosure reports show no payments to either Stevens-Schriefer or Red October. However, it appears that Stevens-Schriefer and Red October provided services to the Bush Committee through a third firm, Maverick Media, which served as the Bush Committee’s principal media consultant.”).

⁶ *See* GMMB, Jim Margolis, <https://gmmb.com/bio/jim-margolis>.

⁷ *See* Emily Schultheis, Maggie Haberman and Alexander Burns, *Mitt’s unusual in-house ad strategy*, Politico (Oct. 9, 2012), <https://www.politico.com/story/2012/10/romneys-unusual-inhouse-ad-strategy-082217>.

⁸ *See* Mark Maremont and Rob Barry, *Hide-and-Seek With Campaign Cash*, Wall Street Journal (April 27, 2012), <https://www.wsj.com/articles/SB10001424052702304811304577367951985614544>.

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is no evidence the Campaign here has attempted to hide improper or controversial payments to sub-vendors and, as noted by Complainants, several sub-vendors have publicly announced their work on behalf of the Campaign. MUR 3847 (Stockman) fails to support Complainants' claim because the media entity in that enforcement action had no contractual relationship with the campaign, was not involved in the work of sub-vendors, and had no corporate form. *See* MUR 3847, General Counsel's Brief at 31-37.

Finally, even if (contrary to fact and law) Complainants were correct about the Commission's precedents, they would have fallen short of showing a possible violation by AMMC or AMMHC. This is true because the FECA places no reporting obligations on vendors.

CONCLUSION

For the reasons set forth, above, and in the Response submitted by the named Respondents, AMMHC and AMMC urge the Commission to find there is no reason to believe a legal violation has occurred on the part of AMMHC and AMMC, dismiss the Complaint, and close the file.

Sincerely,

A handwritten signature in black ink, appearing to read "Bobby R. Burchfield", with a stylized, cursive script.

Bobby R. Burchfield

EXHIBIT 1

CERTIFICATE OF INCORPORATION**OF****AMERICAN MADE MEDIA HOLDING CORPORATION, INC.****A STOCK CORPORATION**

I, the undersigned, for the purpose of incorporating and organizing a corporation under the General Corporation Law of the State of Delaware (the "**DGCL**"), do hereby certify as follows:

FIRST: The name of the corporation (the "**Corporation**") is:

American Made Media Holding Corporation, Inc.

SECOND: The address of the Corporation's registered office in the State of Delaware is 251 Little Falls Drive, City of Wilmington, County of New Castle, Delaware 19808. The name of the Corporation's registered agent at such address is Corporation Service Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

FOURTH: The total number of shares that the Corporation has authority to issue is 1,000 shares of Common Stock, par value of \$0.01 per share.

FIFTH: Elections of directors need not be by written ballot except and to the extent provided in the bylaws of the Corporation.

SIXTH: To the full extent permitted by the DGCL or any other applicable laws presently or hereafter in effect, no director of the Corporation will be personally liable to the Corporation or its stockholders for or with respect to any acts or omissions in the performance of his or her duties as a director of the Corporation. Any repeal or modification of this Article Sixth will not adversely affect any right or protection of a director of the Corporation existing immediately prior to such repeal or modification.

SEVENTH: Each person who is or was or had agreed to become a director or officer of the Corporation, or each such person who is or was serving or who had agreed to serve at the request of the Board of Directors or an officer of the Corporation as an employee or agent of the Corporation or as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise (including the heirs, executors, administrators or estate of such person), shall be indemnified by the Corporation to the full extent permitted by the DGCL or any other applicable laws as presently or hereafter in effect. Without limiting the generality or the effect of the foregoing, the Corporation may enter into one or more agreements with any person which provide for indemnification greater or different than that provided in this Article Seventh.

Any repeal or modification of this Article Seventh shall not adversely affect any right or protection existing hereunder immediately prior to such repeal or modification.

EIGHTH: In furtherance and not in limitation of the rights, powers, privileges, and discretionary authority granted or conferred by the DGCL or other statutes or laws of the State of Delaware, the Board of Directors is expressly authorized to make, alter, amend or repeal the bylaws of the Corporation, without any action on the part of the stockholders. The Corporation may in its bylaws confer powers upon the Board of Directors in addition to the foregoing and in addition to the powers and authorities expressly conferred upon the Board of Directors by applicable law.

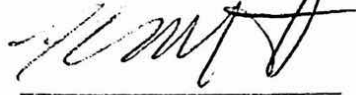
NINTH: The name and mailing address of the incorporator is:

Corporation Service Company
251 Little Falls Drive
Wilmington, Delaware 19808

[Signature page follows.]

IN WITNESS WHEREOF, I the undersigned, being the incorporator hereinabove named,
do hereby execute this Certificate of Incorporation this 18th day of April, 2018.

Corporation Service Company, Incorporator



Ramon Cota

Assistant Secretary

EXHIBIT 2

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:01 PM 04/19/2018
FILED 01:01 PM 04/19/2018
SR 20182832823 - File Number 6851409

STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is American Made Media Consultants, LLC.
2. The Registered Office of the limited liability company in the State of Delaware is located at 251 Little Falls Drive, City of Wilmington, County of New Castle, Delaware 19808. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is Corporation Service Company.

By: 

Ramon Cota
Authorized Person

EXHIBIT 3

BEFORE THE FEDERAL ELECTION COMMISSION

)
) MUR 7784
)

**RESPONSE OF AMERICAN MADE MEDIA HOLDING CORPORATION, INC. AND
AMERICAN MADE MEDIA CONSULTANTS, LLC**

DECLARATION OF SEAN DOLLMAN

I, Sean Dollman, declare as follows:

1. I serve as the President, Treasurer, and Secretary of American Made Media Consultants, LLC (“AMMC”), a Delaware limited liability company. AMMC is the operating company of American Made Media Holding Corporation, Inc. (“AMMHC”), which is incorporated in Delaware.

2. I am over the age of 18, and have personal knowledge of the facts described in this Declaration.

3. AMMHC and AMMC were launched in April 2018 to provide media and advertising placement services for political campaigns and organizations.

4. Apart from my responsibilities for AMMC, I am the Chief Financial Officer of the Donald J. Trump Presidential campaign.

5. Shortly after AMMC’s formation, the Campaign and the Trump Make America Great Again Committee (the “Committee”), which is a joint fundraising committee, contracted with AMMC to provide media and ad placement services during the 2020 presidential election cycle.

6. At all times, AMMC has had separate counsel from the Campaign and the Committee.

7. The Campaign and the Committee relationships with AMMC are governed by services contracts, the first of which was entered between the Campaign and AMMC on May 1, 2018. A true and correct copy of the Campaign's contract is attached to this Declaration.

8. Among the specific vendor services that AMMC provides under its contracts with the Campaign and the Committee are "media sub-vendor planning and coordination services." In this regard, the contracts provide that "[AMMC] shall contract directly with media sub-vendors on behalf of [the Campaign and the Committee]," and "shall have continuing responsibility to manage all such sub-vendor relationships on [the Campaign's and the Committee's] behalf."

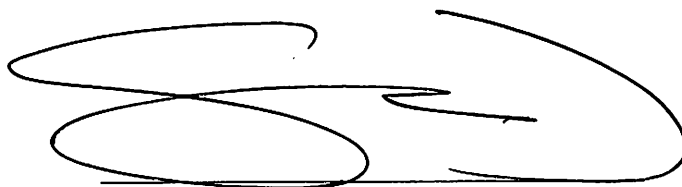
9. AMMC's services contracts with the Campaign and the Committee further provide that I am "the designated representative of [AMMC] for purposes of performing the Services and otherwise administering th[e] Agreement." The contracts also set forth that, because of my employment with the Campaign, the Campaign and the Committee each "consent[] to [my] serving as both an employee of [the Campaign] and a representative of [AMMC], provided that, in all matters relating to the performance of Services under th[e] Agreement, [I am] considered to be acting in [my] capacity as representative of [AMMC], and not as an employee of [the Campaign]."

10. AMMC invoices the Campaign and the Committee for (a) its services on a monthly basis, and (b) for the fees and expenses of its sub-vendors on an ad hoc basis in accordance with AMMC's contractual obligations to such sub-vendors. The Campaign and the Committee pay AMMC for the fair market value of AMMC's personnel time and, consistent with the governing services contracts, "for any pre-approved third-party fees or costs incurred by [AMMC] in carrying out the Services, including advertising placement, creation, and production fees of third parties billed to [AMMC]."

11. The Campaign and the Committee remit payment, typically by wire, to AMMC's bank account within 30 days of receipt of the invoice from AMMC.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on 11/13/2020

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a horizontal line and a small flourish.

Sean Dollman

ATTACHMENT

VENDOR AGREEMENT

Upon formal acknowledgement and approval by the parties, this Vendor Agreement (the “Agreement”) hereby sets forth the terms and conditions of the agreement between American Made Media Consultants, LLC (“Vendor”), a Delaware limited liability company, and Donald J. Trump for President, Inc. (“DJTFP”), the principal campaign committee of a candidate for federal office organized under Section 527 of the Internal Revenue Code.

1. RECITALS

WHEREAS, DJTFP desires to hire Vendor to perform the Services set forth below, and Vendor desires to perform the Services, on the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

2. AGREEMENT

2.1 Services. During the Term (defined below), Vendor agrees to provide to DJTFP the Services set forth on Exhibit A (the “Services”).

2.2 Term. This Agreement shall be effective for the term set forth on Exhibit A (the “Term”), unless earlier terminated as set forth herein. This Agreement may be terminated in its entirety at any time by either party for any reason upon written notice to the other party.

2.3 Fees. As consideration for Vendor’s performance of the Services, DJTFP shall remit payment to Vendor as set forth on Exhibit A.

2.4 Expenses. Vendor’s Expenses shall be reimbursed as set forth on Exhibit A.

3. INDEPENDENT CONTRACTOR; INSURANCE

3.1 Legal Status. It is the express intention of both parties that Vendor shall remain an independent contractor. Except as provided in Exhibit A, nothing in this Agreement or the course of conduct of the parties shall be interpreted as creating an employer/employee relationship.

3.2 Insurance. Vendor acknowledges and agrees that DJTFP’s insurance policies do not extend coverage or benefits to Vendor, and that Vendor is solely responsible for acquiring and/or maintaining any insurance coverage desired by Vendor. Vendor represents and warrants that Vendor will maintain appropriate insurance coverage to meet its obligations throughout the term of any oral or written contract or agreement between Vendor and DJTFP to provide services, and as required by law.

4. COMPLIANCE RESPONSIBILITIES

4.1 Compliance with Law. Vendor acknowledges that DJTFP is regulated by the Federal Election Campaign Act of 1971, as amended (the “Act”), and the Federal Election Commission’s implementing regulations in Title 11 of the Code of Federal Regulations (“FEC Regulations”). Vendor represents to DJTFP that it has adequate knowledge of the Act and FEC Regulations to perform the Services in compliance with the Act and FEC Regulations.

For the purposes of the Services contemplated by this Agreement, Vendor agrees that it will not utilize or retain the services of any sub-vendor for any work of a creative or substantive nature under this Agreement without first inquiring of such sub-vendor that the sub-vendor agrees to and can satisfy all conditions regarding the absence of coordination that are agreed to and met by the Vendor pursuant to this Agreement. In the event of any question or uncertainty regarding the capacity of a sub-vendor to adhere to this provision, Vendor shall notify DJTFP’s designated representative and obtain approval before utilizing or employing such sub-vendor.

4.2 Retention Policy. Vendor shall maintain a record retention protocol that is necessary for compliance with state and federal statutes and rules, including but not limited to the retention of billing records, bank statements, and tax documents.

4.3 Non-Coordination. Vendor warrants that it will abide by all federal campaign finance laws and regulations regarding coordination by outside organizations with federal candidates, state candidates and political parties. Specifically:

- Vendor, its officers, employees, agents, and designates will not discuss, describe, or otherwise communicate about, the plans, projects, activities, or needs of DJTFP with any third party without the prior approval of DJTFP.
- Vendor, its officers, employees, agents, and designates will not discuss, describe, or otherwise communicate about any communications or advertisements produced for DJTFP, of which Vendor has knowledge, with any third party without the prior approval of DJTFP.

5. LIMITATION OF LIABILITY

5.1 Vendor agrees to look only to the assets of DJTFP for payment of any obligation that may become due to Vendor from DJTFP. No member, officer, employee, or agent of DJTFP will be liable for any such obligation.

6. INDEMNIFICATION

6.1 By Vendor. Vendor shall indemnify and hold DJTFP, its employees, directors, officers, agents, and volunteers harmless against and from any and all claims, demands, liabilities, actions, damages, costs, and expenses related thereto (including attorneys’ fees, court costs, and other expenses of litigation) and all damages and liabilities of any kind or nature whatever, arising out of or attributable to: (a) the negligence or misconduct of Vendor in connection with its performance under this Agreement; or (b) the failure of the Vendor to comply with the coordination requirements as set forth in the Federal Election Campaign Act of 1971, as amended,

and FEC regulations at 11 C.F.R. §§ 109.20, 109.21, 109.22, and 109.23. Vendor's indemnification obligations shall survive the termination or expiration of this Agreement.

6.2 By DJTFP. DJTFP shall indemnify and hold Vendor harmless against and from any and all claims, demands, liabilities, actions, damages, costs, and expenses related thereto (including attorneys' fees, court costs, and other expenses of litigation) and all damages and liabilities of any kind or nature whatever, arising out of or attributable to DJTFP's intentional misconduct or gross negligence under the terms of this Agreement. DJTFP's indemnification obligations shall survive the termination or expiration of this Agreement.

7. CONFIDENTIALITY AND NON-DISCLOSURE; RETURN OF MATERIALS

7.1 Confidential and Proprietary Information. Vendor understands that it may come into the possession of confidential information that pertains to DJTFP's business, including but not limited to the provisions of this Agreement; DJTFP's mailing, email, or donor lists; individual contribution histories; financial reports; research; solicitation materials or techniques; and any other materials or methodologies which Vendor, its directors, officers, employees, consultants, or agents may come in contact with and/or which are received from or through DJTFP, its employees or agents in connection with or incident to this Agreement ("Confidential Information").

Vendor acknowledges that any and all Confidential Information provided to, generated by, or otherwise becoming known to Vendor in connection with or incident to the provision of services to DJTFP under this Agreement or any other agreement or contract, written or oral, is privileged and confidential information in any form, and Vendor further agrees not to retain, duplicate, distribute, or otherwise use any such information, in any manner or for any purpose not authorized by DJTFP. Vendor further acknowledges that such Confidential Information is the exclusive property of DJTFP and will be immediately returned to DJTFP upon DJTFP's request or upon termination of any contract or agreement between the Parties, whether oral or written.

Confidential Information shall not be transferred, communicated, or delivered to any third party, whether or not for compensation, without the prior express written consent of DJTFP; and Vendor shall not willfully or negligently divulge or make accessible Confidential Information to any third party. Vendor shall ensure that its directors, officers, employees, consultants, or agents who have access to Confidential Information shall not disclose the Confidential Information in violation of this Agreement, and Vendor shall be liable for any such disclosures. The confidentiality obligations of Vendor shall survive the termination or expiration of this Agreement.

7.2 Non-Disclosure. Vendor agrees not to communicate, directly or indirectly, with any member of the news media on behalf of, for, or about DJTFP, this Agreement, or the Services performed thereunder, without the express advance consent of DJTFP.

8. CONFLICTS OF INTEREST

8.1 Duty to Disclose. Vendor acknowledges and agrees that, throughout the duration of this Agreement, Vendor is subject to a continuing duty to disclose to DJTFP any actual or potential conflicts of interest. Conduct that interferes with operations, presents a conflict under federal campaign finance laws and regulations, promotes self-dealing, or brings discredit or is offensive to DJTFP will result in the termination of this Agreement. Vendor may not obtain any

improper personal benefit by virtue of its relationship with DJTFP, and agrees to avoid even the appearance of impropriety. If any questions arise as to whether certain conduct is appropriate, counsel for DJTFP must be consulted.

9. OWNERSHIP OF MATERIALS

Absent any explicit written agreement to the contrary which has been executed between Vendor and DJTFP, signed by an authorized representative of DJTFP, and appended hereto, DJTFP retains and reserves the rights of exclusive ownership and use of any copy, product, publication, or any facsimile thereof which may result from Vendor's creativity in performing services for DJTFP, except for pre-existing materials purchased by Vendor for DJTFP. Vendor and DJTFP agree that the work described in Section 2.1 will be considered a "work for hire" for the purpose of the United States Copyright law, 17 U.S.C. § 101, *et seq.*, and that, accordingly, DJTFP is the owner of all copyright rights in the work. Vendor hereby assigns any and all property and exclusive ownership rights in Vendor's work to DJTFP. Upon the termination or expiration of this Agreement, Vendor agrees to return to DJTFP any such materials, and all copies thereof, and to retain no copies thereof.

10. FORCE MAJEURE

Neither party shall be liable to the other party for any delay or failure in the performance of its obligations under this Agreement or otherwise if such delay or failure arises from any cause(s) beyond the control of such party, including, without limitation, labor shortages or disputes, strikes, other labor or industrial disturbances, delays in transportation, acts of God, floods, lightning, fire, epidemic, shortages of materials, rationing, utility or communication failures, earthquakes, casualty, war, acts of the public enemy, explosives, riots, regulations or orders by the government, or subdivision thereof.

11. AUTHORSHIP

Vendor hereby warrants that it or its agents or representatives are the sole authors of work to be produced, developed, and/or published under this Agreement, and that such work is an original work of Vendor. Vendor further warrants that the work to be produced or performed under this Agreement does not infringe upon any copyright, violate any right of privacy, or contain libelous material; and that Vendor possesses full power to enter into this Agreement.

12. CHOICE OF LAW

DJTFP and Vendor agree that the terms of this Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of New York.

13. HEADINGS

The headings in this Agreement are for the sole purpose of convenience of reference and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

14. SEVERABILITY

If any of the terms or provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions shall continue in full force and effect.

15. COMPLETE AGREEMENT

This Agreement represents the complete and entire agreement between Vendor and DJTFP, which completely replaces and supersedes all previous agreements, whether written or oral.

16. ASSIGNMENT.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective representatives, successors and permitted assigns. Neither party may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party.

17. WAIVER

The failure or omission of DJTFP to require strict compliance with the provisions of this Agreement by Vendor, or to exercise any of his/her rights or remedies in any circumstance, shall not constitute a waiver by DJTFP of its rights, constitute a precedent, or otherwise affect the interpretation of this Agreement.

18. MODIFICATION

No terms or provisions of this Agreement may be amended, waived, or modified except pursuant to a written agreement that expressly references this Agreement and is signed by duly authorized representatives of DJTFP and Vendor.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates noted by each below. This Agreement may be executed in one or more counterparts, all of which, taken together, shall constitute a single executed original.

AMERICAN MADE MEDIA CONSULTANTS, LLC

BY: SEAN DOLLMAN, its Treasurer and Secretary

SIGNATURE DocuSigned by:
 _____
A130CB1F9AEE4F6...

DATE: May 1, 2018 | 11:28 AM EDT

DONALD J. TRUMP FOR PRESIDENT, INC.

BY:

SIGNATURE DocuSigned by:
 _____
03442469A862463...

DATE: May 1, 2018 | 11:17 AM EDT

EXHIBIT A

<i>Description of Services</i>	<p>The designated representative of Vendor for purposes of performing the Services and otherwise administering this Agreement is Sean Dollman. DJTFP consents to Mr. Dollman serving as both an employee of DJTFP and a representative of Vendor, provided that, in all matters relating to the performance of Services under this Agreement, Mr. Dollman is considered to be acting in his capacity as representative of Vendor, and not as an employee of DJTFP.</p> <p>DJTFP's Bradley Crate, Treasurer, will be the designated DJTFP representative for the purpose of accepting the Services rendered under this Agreement.</p> <p>Vendor will provide media sub-vendor planning and coordination services as assigned and approved by DJTFP, in accordance with the following terms:</p> <ul style="list-style-type: none"> • Vendor and DJTFP shall agree in advance upon the services and scope of work for all sub-vendors. • Vendor shall contract directly with media sub-vendors on behalf of DJTFP as DJTFP requires, provided that DJTFP shall review and approve all sub-vendor agreements before they are executed. • Vendor shall have continuing responsibility to manage all such sub-vendor relationships on DJTFP's behalf.
<i>Term</i>	<p>The initial Term of this Agreement shall commence as of May 1, 2018 and shall conclude on December 31, 2020, unless terminated earlier by either party in accordance with the Agreement.</p>
<i>Fees and Expenses</i>	<p><i>Third Party Fees</i> DJTFP agrees to pay Vendor for any pre-approved third-party fees or costs incurred by Vendor in carrying out the Services, including advertising placement, creation, and production fees of third parties billed to Vendor, provided Vendor agrees to abide by Client instructions, parameters, and/or budgets in the course of purchasing advertising placement, creation, and production services. DJTFP will remit payment to Vendor within thirty (30) days of receipt of a valid invoice from Vendor. DJTFP reserves the right to withhold payment for any media placement that is not timely submitted to DJTFP such that DJTFP may comply with its 24- and 48-hour reporting obligations under the Federal Election Campaign Act of 1971, as amended.</p> <p>Vendor shall reconcile all invoices against placed and confirmed media no later than thirty (30) days following any election for which such media is placed. In the event DJTFP receives a refund for an unused media placement or placements, Vendor shall credit DJTFP for any such refund within thirty (30) days of completion of reconciliation by Vendor.</p> <p><i>LLC Startup Costs, Legal Fees, and Taxes</i> DJTFP agrees to reimburse Vendor or its designee for any and all expenses incurred by Vendor, its members and/or shareholders, or their members and/or shareholders (if any), related to the legal formation of Vendor or its members and/or shareholders and for legal fees related to Vendor's performance of Services under this Agreement, subject to the indemnification provisions set</p>

	<p>forth in Section 6 of this Agreement, and provided Vendor submits to DJTFP a valid invoice, without mark-up, for such costs.</p> <p>DJTFP further agrees to reimburse Vendor or its designee for any reasonable pass-through tax liabilities Vendor, its members and/or shareholders, or their members and/or shareholders incur as a direct result of Vendor providing the Services under this Agreement.</p>
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