

COPPERSMITH
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December 12, 2024

RECEIVED
By OGC/CELA at 5:57 pm, Dec 12, 2024

Via Email

Federal Election Commission
Office of Complaints Examination
& Legal Administration
Attn: Kathryn Ross, Paralegal
cela@fec.gov

Re: MUR 8344
Response of Arizona Republicans Who Believe In Treating
Others With Respect (FEC ID: C00752089)

To Whom it May Concern:

We represent Arizona Republicans Who Believe In Treating Others With Respect (“Committee”), and write today in response to the complaint filed by Turning Point PAC, Inc. As detailed below, the Committee did not violate either the Act or its implementing regulations. The Commission should thus find no reason to believe a violation has occurred, dismiss the complaint, and close the matter.

The Complaint turns on a single allegation: that the disclaimer that appeared on certain electronic billboard advertisements¹ sponsored by the Committee was “unreadable due to the small font size and the viewer’s distance from the billboard,” particularly when “accounting for digital pixelation and drivers’ inability to see the disclaimer at high rates of speed.” In other words, the billboards at issue in fact had the disclaimer required by law, but a partisan political action committee asserts that it had trouble reading them.

The relevant facts are these. The Committee contracted with Becker Boards Small, L.L.C. (“Becker”) to run advertisements on various electronic billboards in the Phoenix metropolitan area. Contrary to the Complaint’s wild speculation about how much the Committee spent on those advertisements, the Committee paid Becker \$116,117.18 over the course of the entire election cycle. [See **Exhibit 1** (Becker invoices)] Becker designed the “art” to be placed on the billboards, and it’s the

¹ The Complaint also mentions the Committee’s yard signs and includes pictures of them but makes no substantive allegations that the yard signs violate the Act or its implementing regulations.

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Committee's understanding that they do work in the political space all the time. [See **Exhibit 2** (Copy of 14x48 digital advertisement art)]. The art contained a fully compliant disclaimer set off from the rest of the billboard's text in a box. [*Id.*]

On November 1, 2024, the Committee received a "courtesy copy" of the Complaint in an email from Eric Spencer, an attorney at Snell & Wilmer LLP in Phoenix. The Committee immediately consulted Becker about the concerns raised in the Complaint, and asked Becker if it would be possible to adjust the advertisements to ameliorate any alleged concerns about "readability" by those passing by "at high rates of speed." Becker complied with that request, and the revised art [see **Exhibit 3** (Copy of revised 14x48 digital advertisement art)] began to run on Becker's electronic billboards on November 3, 2024. To be clear, the Committee disagreed with the Complaint's allegations but wanted to be proactive because it had nothing to hide.

An advertisement's disclaimer must be "of sufficient type size to be clearly readable by the recipient of the communication," 52 U.S.C. § 30120(c), and "must be presented in a clear and conspicuous manner." 11 C.F.R. 110.11(c)(1). A disclaimer is "clear and conspicuous" if it "give[s] the reader, observer, or listener adequate notice of the identity of the person or political committee that paid for and, where required, that authorized the communication." *Id.* The Committee's original art met these requirements, meaning the Complaint was more fodder for a public relations strategy than it was rooted in any real concerns about not knowing the Committee's identity (which the complainant discovered with relative ease).

What's more, the Complaint contains no photographic evidence of any of the actual billboards as they appeared to those viewing them. Instead, the body of the Complaint (at 2) contains a screenshot from what the Committee understands to be computer-generated mockups that Becker provided and that in turn appeared on the Committee's website: the exact images are found in the printout from the Committee's website attached as Exhibit A to the Complaint. The only "evidence" that any real billboard was potentially "unreadable" is thus the untested, unsworn statement of the complainant (whose credibility is in serious question as an election-denying partisan currently indicted by the Arizona Attorney General for his service as a "fake elector" in the wake of the 2020 general election, see [Indictment](#), *State of Arizona v. Bowyer, et al.*, CR2024-006850 (Maricopa Cnty.)).

Even if complainant provided actual evidence and there were questions about the disclaimer's readability on actual billboards that appeared next to Phoenix area freeways (and we have neither here), the Committee immediately resolved those concerns by asking its vendor to replace the advertisements with revised art to help potential passersby read the disclaimer. The Committee never intended to conceal anything, and a compliant disclaimer appeared at all times on all the Committee's advertisements.

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For all these reasons, there's no reason to believe that the Committee violated either the Act or its implementing regulations. Alternatively, this is a matter well-suited for dismissal as a matter of prosecutorial discretion given the limited nature of the Complaint and the Committee's decision to voluntarily revise the billboard advertisements as soon as there was even a suggestion the disclaimer should be larger print (and so that the larger type appeared in the days leading up to the general election).

Please let us know if there's any other information the Committee can provide to ensure the prompt resolution of this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Andrew Gaona". The signature is stylized with a large initial "D" and a checkmark-like flourish at the end.

D. Andrew Gaona

DAG/djh
Enclosure

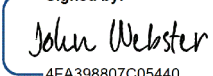
Verification

I, John Webster, declare as follows under 28 U.S.C. § 1746:

1. I am the Treasurer for Arizona Republicans Who Believe In Treating Others with Respect (“Committee”) and am authorized to sign this Verification on the Committee’s behalf.
2. I have read the foregoing Response to MUR 8344 and know the contents thereof.
3. To the best of my knowledge, information, and belief, the statements made therein are true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 12th day of December, 2024.

Signed by:

4FA398807C05440...

John Webster

EXHIBIT 1



CONTRACT FOR OUTDOOR ADVERTISING

2024-07-26 13:32:59 1585-4

CONTRACTED BY:			ON BEHALF OF ADVERTISER:		
CUSTOMER #	4150		CUSTOMER #		
NAME	Arizona Republicans Who Believe In Treating Others With Respect		NAME		
ADDRESS	1930 E Brown Rd # 103		ADDRESS		
CITY/STATE/ZIP	Mesa, AZ 85203		CITY/STATE/ZIP		
CONTACT	Daniel A. Barker, Ret. Judge, AZ Court of Appeal		CONTACT		
EMAIL ADDRESS	dbarker@danbarkerlaw.com		EMAIL ADDRESS		
PHONE #			PHONE #		
P.O.#					
ADVERTISER	Arizona Republicans Who Believe In Treating Others With Respect				

Qty	Product Description	Illum	Size	Term in 4-week Periods	Service Dates	Production Rate	Rate Per Period
1	48D-030, Digital, Phoenix AZ, Loop 101 2,000 ft s/o McKellips F/S, S/F, Regular, 1 Slot	Yes	14' x 48'	1.82142	09/16/2024 - 11/05/2024	0.00	2,100.00
1	48D-071, Digital, Phoenix AZ, 202 San Tan Freeway 750 ft w/o McQueen Rd. F/W, W/F, Regular, 1 Slot	Yes	14' x 48'	1.82142	09/16/2024 - 11/05/2024	0.00	1,830.00
1	36D-001, Digital, Phoenix AZ, Grand Ave s/o Greenway Rd F/W, W/F, Regular, 1 Slot	Yes	10' x 36'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-001, Digital, Phoenix AZ, I-10 2,000 ft w/o I-17 Intersection F/E, E/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-003, Digital, Phoenix AZ, I-17 1,000 ft n/o Bell Rd F/S, S/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-004, Digital, Phoenix AZ, I-17 1,000 ft n/o Bell Rd F/N, N/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-005, Digital, Phoenix AZ, I-17 2,500 ft n/o Cactus Rd F/N, N/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-006, Digital, Phoenix AZ, I-17 2,500 ft n/o Cactus Rd F/S, S/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-010, Digital, Phoenix AZ, I-17 n/o Jomax F/N, N/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-011, Digital, Phoenix AZ, I-10 1,000 ft n/o Elliot Rd F/N, N/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-013, Digital, Phoenix AZ, I-10 2,100 ft w/o 101 Freeway F/E, E/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-015, Digital, Phoenix AZ, I-17 n/o Jomax F/S, S/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-017, Digital, Phoenix AZ, I-10 e/o 51st Avenue F/W, W/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-019, Digital, Phoenix AZ, I-10 freeway 500 ft e/o I-17 Freeway F/W, W/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-023, Digital, Phoenix AZ, I-17 and Grand Ave F/S, S/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-024, Digital, Phoenix AZ, I-10 1,500 ft e/o 83rd Avenue F/E, E/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-025, Digital, Phoenix AZ, I-10 1,500 ft e/o 83rd Avenue F/W, W/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-027, Digital, Phoenix AZ, I-10 1,000 ft e/o 83rd Avenue F/W, W/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-029, Digital, Phoenix AZ, Loop 101 2,000 ft s/o McKellips F/N, N/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-033, Digital, Phoenix AZ, I-17 s/o Glendale Ave F/S, S/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-034, Digital, Phoenix AZ, I-17 s/o Glendale Ave F/N, N/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-035, Digital, Phoenix AZ, I-17 n/o McDowell Rd F/N, N/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-037, Digital, Phoenix AZ, I-17 and Jomax F/S, S/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-038, Digital, Phoenix AZ, I-10 e/o 27th Ave F/E, E/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-043, Digital, Phoenix AZ, I-10 @ I-17 interchange F/E, E/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-044, Digital, Phoenix AZ, I-17 n/o Jomax F/N, N/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-045, Digital, Phoenix AZ, I-10 2,000 ft n/o Elliot Rd F/N, N/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-052, Digital, Phoenix AZ, I-10 1,000 ft e/o 24th Street F/W, W/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-055, Digital, Phoenix AZ, I-10 500 ft e/o 24th Street F/E, E/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-057, Digital, Phoenix AZ, I-10 @ I-17 interchange F/W, W/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-059, Digital, Phoenix AZ, Loop 202 Freeway 500 ft n/o Baseline F/N, N/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-061, Digital, Phoenix AZ, US 60 and Country Club Dr. F/W, W/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-065, Digital, Phoenix AZ, 202 Freeway @ Higley Road F/E, E/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-066, Digital, Phoenix AZ, 202 Freeway @ Higley Road F/W, W/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-069, Digital, Phoenix AZ, 202 Freeway e/o Arizona Avenue F/W, W/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-070, Digital, Phoenix AZ, 202 Freeway e/o Arizona Avenue F/E, E/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-071, Digital, Phoenix AZ, 202 San Tan Freeway 750 ft w/o McQueen Rd. F/W, W/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00

(continued on next page)

Qty	Product Description	Illum	Size	Term in 4-week Periods	Service Dates	Production Rate	Rate Per Period
1	48D-072, Digital, Phoenix AZ, 202 San Tan Freeway 750 ft w/o McQueen Rd. F/E, E/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-073, Digital, Phoenix AZ, I-17 500 ft w/o 19th Avenue F/W, W/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-075, Digital, Phoenix AZ, I-17 1000 ft w/o 7th Ave. F/E, E/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-077, Digital, Phoenix AZ, I-10 w/o Avondale Blvd F/W, W/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00

1	48D-079, Digital, Phoenix AZ, I-10 e/o Avondale F/E, E/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-081, Digital, Phoenix AZ, Loop 202 n/o Gateway Freeway F/N, N/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-084, Digital, Phoenix AZ, 202 Freeway 500 ft e/o Scottsdale Rd F/W, W/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-085, Digital, Phoenix AZ, 202 Freeway 1,000 s/o Elliot Rd F/N, N/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-089, Digital, Phoenix AZ, I-10 w/o Avondale Blvd F/W, W/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-093, Digital, Phoenix AZ, I-17 and 7th St F/W, W/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-095, Digital, Phoenix AZ, I-10 4,000 ft s/o US 60 Freeway F/S, S/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-099, Digital, Phoenix AZ, 202 Freeway s/o Main St. F/S, S/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-101, Digital, Phoenix AZ, 202 Freeway 50 ft n/o Main Street F/N, N/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-106, Digital, Phoenix AZ, I-10 and Chandler F/S, N/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00
1	48D-107, Digital, Phoenix AZ, I-10 and Chandler F/N, S/F, Regular, 1 Slot	Yes	14' x 48'	0.25	08/26/2024 - 09/01/2024	0.00	1,350.00

Estimated Production (Contract) TOTAL	\$0.00
Additional Production May be Ordered Upon Request.	
Grand Total (Net)	\$24,033.18

Notes:

Scheduling note:

For the 50 digital panels listed above running 8/26 - 9/1/24 (1 week); the campaign level of 50 digitals per week is guaranteed; however with "flex scheduling" some movement of locations may occur before/during campaign week(s) within a pool of digital displays including all 88 Becker freeway digital billboards; If changes to locations are needed, as much as possible Becker Boards will adhere to the preferred locations list submitted by the advertiser while providing even distribution across the market.

Political Advertising:

Political advertising must be prepaid at least 2 weeks before the campaign launch; Any/all political billboard designs/copy must be approved by Becker Boards management before printing/installation; any/all designs must include a "paid for/authorized by" disclaimer that is "clear and conspicuous" on the face of the billboard design

Advertiser Information:

ARIZONA REPUBLICANS WHO BELIEVE IN TREATING OTHERS WITH RESPECT, an Arizona Nonprofit Corporation organized as an independent expenditure-only political committee (Super PAC) (the "PAC") (c) 2024

Paid for by Arizona Republicans Who Believe In Treating Others With Respect and not authorized by any candidate or candidate committee. www.ArizonaRepublicansWhoBelieve.org (c) 2024


Judge Dan Barker, Ret, Co-Founder and
President Suzanne Lunt, Vice President
John Webster, Treasurer

Customer (or its advertising agency ("Agency"), if applicable) shall pay in advance to BB the Posting Fee, the BB vinyl printing costs (if the vinyl is not Customer supplied), the pro-rated Monthly Payment amount for the initial partial period (if the initial period starts on a day other than the 1st day of the month), the initial Monthly Payment for the first full period amount plus the applicable sales tax on all of the foregoing; thereafter, on the 1st day of each consecutive month (or 1st day of each 4 week period, if applicable), Customer shall pay in advance the Monthly Payment set forth above during the Term, and thereafter until this Agreement is cancelled as follows: (i) Customer may cancel after the initial Term by notifying BB of its cancellation at least 30 days prior to the expiration of the initial Term or any renewal thereof; otherwise unless cancelled by BB, this Agreement shall continue in full force and effect on a month-to-month basis until Customer so notifies BB of its cancellation, (ii) BB may cancel this Agreement upon notice to Customer. For each posting, \$250 of each Four Weeks Payment is applicable for BB's posting services; the balance is applicable to media/advertising services. If there is no posting in a Four Weeks Payment period, the entire Four Weeks Payment shall be treated as media/advertising services.

All Customer payments shall be paid to BB at the address specified for BB in the "notices" provision in Paragraph 10 below; any reimbursements to Customer shall be paid to Customer at its address set forth in Paragraph 10.

Advertiser:	Agency:
Signature: 	Signature: _____
Printed Name: Judge Dan Barker, Ret Date: 27/07/24	Printed Name: _____ Date: _____

Becker Boards Small	Jay Stearns	29/07/24
Signature: 	Name:	Date:

FOR INTERNAL USE: (C)		
	Account Executive	Mailing Address
	Jay Stearns	Becker Boards Small
	4234 E. Indian School Rd.	4234 E. Indian School Rd.
	Phoenix, AZ 85018	Phoenix, AZ 85018
Ph#: 602 499 4518	Ph#: (877) 209-6323	



TERMS AND CONDITIONS

1. **BILLING AND PAYMENTS:** The prorated amount for the initial month's charges (if the Term starts on a day other than the 1st day of the month), the first Monthly Payment and the Security Deposit shall be due on or before the date advertising is first posted on the Display. Charges thereafter will be due on or before the first day of each successive month. BB's acceptance of late payment(s) shall not be construed as a waiver of BB's rights relative to any subsequent late payment(s) or any other event of default. If Customer provides BB with a credit card for payment, BB is hereby authorized to run such card for amounts due hereunder from time to time without pre-approval or notice from Customer.
2. **OWNERSHIP:** Customer warrants that it possesses full legal right to use, and to allow BB to use as contemplated in this Agreement, all information or Copy of whatever kind and whatever form delivered by Customer to BB. Customer shall indemnify, defend, and hold harmless BB and its officers, directors, employees, and agents from all claims, losses, costs and other damages (including reasonable attorney's fees) suffered by BB because of Customer's breach of this warranty. Customer's obligations in this paragraph shall survive the Termination of this Agreement. At the expiration of the contract, BB shall retain ownership of each design and shall not return the copy to customer.
3. **LOSS OF DISPLAY AND INTERRUPTION OF SERVICE:** Customer acknowledges that if any Display or proposed Display Location becomes permanently or temporarily unavailable to BB during the Term, or should any proposed Display Location become excessively burdensome to secure, or should any Display become completely or substantially obstructed, or partially destroyed or defaced, or should BB for any reason change or terminate any Display location, and if the parties can not mutually agree on another acceptable location owned or controlled by BB (if any) within ten (10) days after notice by one party to the other of the occurrence of such an event, this Agreement shall terminate effective upon the expiration of such ten (10) day period and within thirty (30) days thereafter, as Customer's sole and exclusive remedy, BB shall refund Customer on a pro-rata basis for any pre-paid then outstanding display time as of the effective date of termination. Notwithstanding anything to the contrary herein, if BB is unable to commence the Term by the anticipated Commencement Date or deliver advertising as a result of force majeure, acts of war, terrorism, labor disputes, governmental regulations, restrictions or ordinances, power outages, vandalism, breakages, unforeseen interruptions, or similar causes not within BB's reasonable control, such delay in the Commencement Date or non-delivery shall not be construed as a breach or termination of the Agreement; in such cases, Customer's sole remedy shall be a delay in the Commencement Date (up to thirty (30) days) or an extension of the Term as necessary to utilize the Term paid for, but not received. If BB is unable to deliver advertising for reasons reasonably within BB's control, that result in non-delivery of advertising, such non-delivery shall not be construed as a breach or Termination of the Agreement. In such case, BB shall provide a credit to Customer for Term paid for, but not received on a pro-rata, monthly basis. In the event of a delay in the Commencement Date beyond thirty (30) days from the anticipated Commencement Date or permanent loss of the Display, for whatever cause, the Agreement shall terminate and Customer's sole remedy shall be a credit for Term paid for, but not received on a pro-rata, monthly basis. Any credit to be provided pursuant to this paragraph shall be determined by calculating the amount of Term not received for a given monthly period and providing a monthly proportional credit for the same.
4. **DEFAULT:** If Customer fails to deliver to BB any Monthly Payment when due, or fails to perform any other obligation herein, or bankruptcy, receivership, or other insolvency proceedings are commenced by or against it (collectively, "Default"), Customer shall, without notice, become obligated to immediately pay to BB an amount equal to the (i) sum of all unpaid Monthly Payments previously accrued, plus (ii) liquidated damages (for loss of a bargain and not as a penalty) in an amount equal to seventy-five percent (75%) of the sum of all remaining Monthly Payments, such amount is hereby conclusively agreed by the parties to approximate BB's actual damages and that in such an event, BB's actual damages would be extremely difficult or impossible to calculate. If this Agreement is cancelled by Customer for any reason before advertising is placed on the Display, Customer will pay as liquidated damages twenty percent (20%) of the total sum of all the Monthly Payments as liquidated damages; such amount is hereby conclusively agreed by the parties to approximate BB's actual damages and that in such an event, BB's actual damages would be extremely difficult or impossible to calculate. BB shall have no obligation to display Customer's advertising on the Display at any time this Agreement is in Default.
5. **DISPUTES:** In the event of litigation, venue of any action shall be in Maricopa County, Arizona. This Agreement shall be governed and construed in accordance with Arizona law, without regard to its conflict of laws provisions. BB shall not be liable for incidental or consequential damages, including lost profits, irrespective of cause or theory. If BB places this Agreement with a collection agency or an attorney for collection or enforcement, Customer shall pay all costs and expenses resulting therefrom, including reasonable attorneys' fees. **NOTWITHSTANDING ANYTHING TO THE CONTRARY HERE, THE MAXIMUM LIABILITY OF BB, ITS MANAGING MEMBERS, OWNERS, OFFICERS, EMPLOYEES AND AGENTS TO CUSTOMER FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CUSTOMER'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE MONTHLY PAYMENTS RECEIVED BY BB, except in the case of BB's gross negligence or willful misconduct.**
6. **INDEMNIFICATION:** Except to the extent of BB's gross negligence or willful misconduct Customer shall indemnify, defend, and hold harmless BB and its managing members, owners, officers, directors, employees, agents, and subcontractors from any and all claims, costs (including reasonable attorney's fees), damages, and liabilities, at law or in equity arising out of or related to this Agreement. This paragraph shall survive the expiration or earlier termination of this Agreement.
7. **TRANSFERS AND ASSIGNMENT:** If Customer sells or otherwise transfers ownership (or other rights) to its business assets, Customer shall deliver to BB written notice of such intention at least thirty (30) days prior to closing on such sale or transfer. At the time of closing and with proceeds therefrom, Customer shall pay to BB an amount equal to the sum of items (i) and (ii) of Section 6 above, unless BB has previously agreed in writing to Customer's assignment of this Agreement. All the Terms and conditions hereof shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective parties. Customer may not transfer its interests, rights, and obligations in this Agreement, nor shall Customer sublet or donate any advertising hereunder without the prior written consent of BB. BB may freely transfer its interests, rights, and obligations in this Agreement.
8. **AGENCY IS RESPONSIBLE:** If this Agreement is executed for Customer by an agency, Agency warrants and represents that it is fully authorized to enter into this Agreement for and in behalf of Customer. Agency hereby agrees to be jointly and severally liable with Customer for the full and faithful performance of Customer's obligations under this Agreement.
9. **MISCELLANEOUS PROVISIONS:** (i) No statements made by BB's account executive(s), agent(s) or employee(s) shall be binding unless incorporated herein in writing. This Agreement shall not be binding upon BB for any purpose until the managing member of BB accepts this Agreement for BB by signing below. (ii) The Monthly Payment includes posting, maintaining, illuminating, etc., as specified on the 1st page of this Agreement and one (1) free ad design with BB or affiliate or agent thereof. Production costs for additional copy beyond the initial free ad design mentioned in the previous sentence, cutouts and embellishments, if applicable, are not included in the Monthly Payment and Customer hereby agrees to pay for the same at BB's standard rates, if applicable. (iii) Time is of the essence for all provisions of this Agreement. All past due amounts shall bear an annual interest rate of the lesser of eighteen (18) percent or the maximum rate allowed by law. (iv) If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the intent and economic effect of the original provision, and the remaining provisions shall continue in full force and effect. Headings in this Agreement shall not be used to interpret the meaning of any provision hereunder and otherwise shall be given no legal effect. (v) This document may be executed in several counterparts, each of which shall be treated an original, all of which shall constitute but one and the same instrument. This document is a complete integration and final expression of the Agreement between BB and Customer, and may not be modified except by a subsequent written Agreement that is executed by authorized representatives of both parties. (vi) all references to time(s) of the day or day(s) shall be interpreted to mean the time of the day or day, whichever is applicable, in Phoenix, Arizona. (vii) where an Agency is involved, any refunds due to Customer hereunder shall exclude any payments previously made by BB to Customer's Agency. (viii) in addition to the charges listed in this Agreement, Customer shall pay all applicable sales tax associated with such charges. (ix) the parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Agreement. (x) each of the parties has had sufficient time to review this Agreement and seek advice of counsel; no provision of this Agreement shall therefore be construed against the drafter. (xi) if the Term is identified as four (4) weeks or any multiple thereof, all references to "Monthly Payment" shall be interpreted to mean the amount set forth next to the "Monthly Payment" on the 1st page of this Agreement, such amount shall be the amount due to BB for each four (4) week period, all periodic payments shall be due on or before the start of each four (4) week period, and all other references to "Monthly Payment" shall be interpreted to mean that payment, which by virtue of this provision, is the applicable payment for each four (4) week period.
10. **NOTICES.** All notices shall be in writing and may be delivered by person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, by e-mail or facsimile transmission, and shall be deemed sufficiently given if given in the manner provided in this paragraph. The address noted adjacent to the applicable party's signature (if any) on this Agreement shall be that party's address for delivery or mailing of notices. A party may change its notices address any time upon notice to the other. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 48 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by e-mail or facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt,



CONTRACT FOR OUTDOOR ADVERTISING

2024-07-25 18:59:55 1586-0

CONTRACTED BY:		ON BEHALF OF ADVERTISER:	
CUSTOMER #	4150	CUSTOMER #	
NAME	Arizona Republicans Who Believe In Treating Others With Respect	NAME	
ADDRESS	1930 E Brown Rd # 103	ADDRESS	
CITY/STATE/ZIP	Mesa, AZ 85203	CITY/STATE/ZIP	
CONTACT	Daniel A. Barker, Ret. Judge, AZ Court of Appeal	CONTACT	
EMAIL ADDRESS	dbarker@danbarkerlaw.com	EMAIL ADDRESS	
PHONE #		PHONE #	
P.O.#			
ADVERTISER	Arizona Republicans Who Believe In Treating Others With Respect		

Qty	Product Description	Illum	Size	Term in 4-week Periods	Service Dates	Production Rate	Rate Per Period
1	36D-001, Digital, Phoenix AZ, Grand Ave s/o Greenway Rd F/W, W/F, Regular, 1 Slot	Yes	10' x 36'	1.25	09/02/2024 - 10/06/2024	0.00	1,350.00
1	48D-001, Digital, Phoenix AZ, I-10 2,000 ft w/o I-17 Intersection F/E, E/F, Regular, 1 Slot	Yes	14' x 48'	1.25	09/02/2024 - 10/06/2024	0.00	1,350.00
1	48D-003, Digital, Phoenix AZ, I-17 1,000 ft n/o Bell Rd F/S, S/F, Regular, 1 Slot	Yes	14' x 48'	1.25	09/02/2024 - 10/06/2024	0.00	1,350.00
1	48D-006, Digital, Phoenix AZ, I-17 2,500 ft n/o Cactus Rd F/S, S/F, Regular, 1 Slot	Yes	14' x 48'	1.25	09/02/2024 - 10/06/2024	0.00	1,350.00
1	48D-011, Digital, Phoenix AZ, I-10 1,000 ft n/o Elliot Rd F/N, N/F, Regular, 1 Slot	Yes	14' x 48'	1.25	09/02/2024 - 10/06/2024	0.00	1,350.00
1	48D-017, Digital, Phoenix AZ, I-10 e/o 51st Avenue F/W, W/F, Regular, 1 Slot	Yes	14' x 48'	1.25	09/02/2024 - 10/06/2024	0.00	1,350.00
1	48D-023, Digital, Phoenix AZ, I-17 & Grand Ave F/S, S/F, Regular, 1 Slot	Yes	14' x 48'	1.25	09/02/2024 - 10/06/2024	0.00	1,350.00
1	48D-027, Digital, Phoenix AZ, I-10 1,000 ft e/o 83rd Avenue F/W, W/F, Regular, 1 Slot	Yes	14' x 48'	1.25	09/02/2024 - 10/06/2024	0.00	1,350.00
1	48D-029, Digital, Phoenix AZ, Loop 101 2,000 ft s/o McKellips F/N, N/F, Regular, 1 Slot	Yes	14' x 48'	1.25	09/02/2024 - 10/06/2024	0.00	1,350.00
1	48D-035, Digital, Phoenix AZ, I-17 n/o McDowell Rd F/N, N/F, Regular, 1 Slot	Yes	14' x 48'	1.25	09/02/2024 - 10/06/2024	0.00	1,350.00
1	48D-037, Digital, Phoenix AZ, I-17 & Jomax F/S, S/F, Regular, 1 Slot	Yes	14' x 48'	1.25	09/02/2024 - 10/06/2024	0.00	1,350.00
1	48D-052, Digital, Phoenix AZ, I-10 1,000 ft e/o 24th Street F/W, W/F, Regular, 1 Slot	Yes	14' x 48'	1.25	09/02/2024 - 10/06/2024	0.00	1,350.00
1	48D-057, Digital, Phoenix AZ, I-10 @ I-17 interchange F/W, W/F, Regular, 1 Slot	Yes	14' x 48'	1.25	09/02/2024 - 10/06/2024	0.00	1,350.00
1	48D-059, Digital, Phoenix AZ, Loop 202 Freeway 500 ft n/o Baseline F/N, N/F, Regular, 1 Slot	Yes	14' x 48'	1.25	09/02/2024 - 10/06/2024	0.00	1,350.00
1	48D-061, Digital, Phoenix AZ, US 60 & Country Club Dr. F/W, W/F, Regular, 1 Slot	Yes	14' x 48'	1.25	09/02/2024 - 10/06/2024	0.00	1,350.00
1	48D-069, Digital, Phoenix AZ, 202 Freeway e/o Arizona Avenue F/W, W/F, Regular, 1 Slot	Yes	14' x 48'	1.25	09/02/2024 - 10/06/2024	0.00	1,350.00
1	48D-085, Digital, Phoenix AZ, 202 Freeway 1,000 s/o Elliot Rd F/N, N/F, Regular, 1 Slot	Yes	14' x 48'	1.25	09/02/2024 - 10/06/2024	0.00	1,350.00
1	48D-089, Digital, Phoenix AZ, I-10 w/o Avondale Blvd F/W, W/F, Regular, 1 Slot	Yes	14' x 48'	1.25	09/02/2024 - 10/06/2024	0.00	1,350.00
1	48D-101, Digital, Phoenix AZ, 202 Freeway 50 ft n/o Main Street F/N, N/F, Regular, 1 Slot	Yes	14' x 48'	1.25	09/02/2024 - 10/06/2024	0.00	1,350.00
1	48D-107, Digital, Phoenix AZ, I-10 & Chandler F/N, S/F, Regular, 1 Slot	Yes	14' x 48'	1.25	09/02/2024 - 10/06/2024	0.00	1,350.00
Estimated Production (Contract) TOTAL						\$0.00	
Additional Production May be Ordered Upon Request.							
Grand Total (Net)							\$33,750.00

Notes:

Scheduling note:

For the 20 digital panels listed above running 5 weeks 9/2 - 10/6/24; the campaign level of 20 digitals per week is guaranteed; however with "flex scheduling" some movement of locations may occur before/during campaign week(s) within a pool of digital displays including all 88 Becker freeway digital billboards; If changes to locations are needed, as much as possible Becker Boards will adhere to the preferred locations list submitted by the advertiser while providing even distribution across the market.

Political Advertising:

Political advertising must be prepaid at least 2 weeks before the campaign launch; Any/all political billboard designs/copy must be approved by Becker Boards management before printing/installation; any/all designs must include a "paid for/authorized by" disclaimer that is "clear and conspicuous" on the face of the billboard design

Advertiser Information:

ARIZONA REPUBLICANS WHO BELIEVE IN TREATING OTHERS WITH RESPECT, an Arizona Nonprofit Corporation organized as an independent expenditure-only political committee (Super PAC) (the "PAC") (c) 2024

Paid for by Arizona Republicans Who Believe In Treating Others With Respect and not authorized by any candidate or candidate committee. www.ArizonaRepublicansWhoBelieve.org (c) 2024


Judge Dan Barker, Ret, Co-Founder and President
Suzanne Lunt, Vice President


John Webster, Treasurer

Customer (or its advertising agency ("Agency"), if applicable) shall pay in advance to BB the Posting Fee, the BB vinyl printing costs (if the vinyl is not Customer supplied), the pro-rated Monthly Payment amount for the initial partial period (if the initial period starts on a day other than the 1st day of the month), the initial Monthly Payment for the first full period amount plus the applicable sales tax on all of the foregoing; thereafter, on the 1st day of each consecutive month (or 1st day of each 4 week period, if applicable), Customer shall pay in advance the Monthly Payment set forth above during the Term, and thereafter until this Agreement is cancelled as follows: (i) Customer may cancel after the initial Term by notifying BB of its cancellation at least 30 days prior to the expiration of the initial Term or any renewal thereof; otherwise unless cancelled by BB, this Agreement shall continue in full force and effect on a month-to-month basis until Customer so notifies BB of its cancellation, (ii) BB may cancel this Agreement upon notice to Customer. For each posting, \$250 of each Four Weeks Payment is applicable for BB's posting services; the balance is applicable to media/advertising services. If there is no posting in a Four Weeks Payment period, the entire Four Weeks Payment shall be treated as media/advertising services.

All Customer payments shall be paid to BB at the address specified for BB in the "notices" provision in Paragraph 10 below; any reimbursements to Customer shall be paid to Customer at its address set forth in Paragraph 10.

Advertiser: Signature: <u>Judge Daniel A. Barker, Ret.</u> Printed Name: <u>Judge Daniel A. Barke</u> Date: <u>26/07/24</u>	Agency: Signature: _____ Printed Name: _____ Date: _____
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Becker Boards Small Signature: 	Name: <u>Jay Stearns</u>	Date: <u>29/07/24</u>
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FOR INTERNAL USE: (C)		
	Account Executive	Mailing Address
	Jay Stearns	Becker Boards Small
	4234 E. Indian School Rd.	4234 E. Indian School Rd.
	Phoenix, AZ 85018	Phoenix, AZ 85018
Ph#: 602 499 4518	Ph#: (877) 209-6323	



TERMS AND CONDITIONS

1. **BILLING AND PAYMENTS:** The prorated amount for the initial month's charges (if the Term starts on a day other than the 1st day of the month), the first Monthly Payment and the Security Deposit shall be due on or before the date advertising is first posted on the Display. Charges thereafter will be due on or before the first day of each successive month. BB's acceptance of late payment(s) shall not be construed as a waiver of BB's rights relative to any subsequent late payment(s) or any other event of default. If Customer provides BB with a credit card for payment, BB is hereby authorized to run such card for amounts due hereunder from time to time without pre-approval or notice from Customer.
2. **OWNERSHIP:** Customer warrants that it possesses full legal right to use, and to allow BB to use as contemplated in this Agreement, all information or Copy of whatever kind and whatever form delivered by Customer to BB. Customer shall indemnify, defend, and hold harmless BB and its officers, directors, employees, and agents from all claims, losses, costs and other damages (including reasonable attorney's fees) suffered by BB because of Customer's breach of this warranty. Customer's obligations in this paragraph shall survive the Termination of this Agreement. At the expiration of the contract, BB shall retain ownership of each design and shall not return the copy to customer.
3. **LOSS OF DISPLAY AND INTERRUPTION OF SERVICE:** Customer acknowledges that if any Display or proposed Display Location becomes permanently or temporarily unavailable to BB during the Term, or should any proposed Display Location become excessively burdensome to secure, or should any Display become completely or substantially obstructed, or partially destroyed or defaced, or should BB for any reason change or terminate any Display location, and if the parties can not mutually agree on another acceptable location owned or controlled by BB (if any) within ten (10) days after notice by one party to the other of the occurrence of such an event, this Agreement shall terminate effective upon the expiration of such ten (10) day period and within thirty (30) days thereafter, as Customer's sole and exclusive remedy, BB shall refund Customer on a pro-rata basis for any pre-paid then outstanding display time as of the effective date of termination. Notwithstanding anything to the contrary herein, if BB is unable to commence the Term by the anticipated Commencement Date or deliver advertising as a result of force majeure, acts of war, terrorism, labor disputes, governmental regulations, restrictions or ordinances, power outages, vandalism, breakages, unforeseen interruptions, or similar causes not within BB's reasonable control, such delay in the Commencement Date or non-delivery shall not be construed as a breach or termination of the Agreement; in such cases, Customer's sole remedy shall be a delay in the Commencement Date (up to thirty (30) days) or an extension of the Term as necessary to utilize the Term paid for, but not received. If BB is unable to deliver advertising for reasons reasonably within BB's control, that result in non-delivery of advertising, such non-delivery shall not be construed as a breach or Termination of the Agreement. In such case, BB shall provide a credit to Customer for Term paid for, but not received on a pro-rata, monthly basis. In the event of a delay in the Commencement Date beyond thirty (30) days from the anticipated Commencement Date or permanent loss of the Display, for whatever cause, the Agreement shall terminate and Customer's sole remedy shall be a credit for Term paid for, but not received on a pro-rata, monthly basis. Any credit to be provided pursuant to this paragraph shall be determined by calculating the amount of Term not received for a given monthly period and providing a monthly proportional credit for the same.
4. **DEFAULT:** If Customer fails to deliver to BB any Monthly Payment when due, or fails to perform any other obligation herein, or bankruptcy, receivership, or other insolvency proceedings are commenced by or against it (collectively, "Default"), Customer shall, without notice, become obligated to immediately pay to BB an amount equal to the (i) sum of all unpaid Monthly Payments previously accrued, plus (ii) liquidated damages (for loss of a bargain and not as a penalty) in an amount equal to seventy-five percent (75%) of the sum of all remaining Monthly Payments, such amount is hereby conclusively agreed by the parties to approximate BB's actual damages and that in such an event, BB's actual damages would be extremely difficult or impossible to calculate. If this Agreement is cancelled by Customer for any reason before advertising is placed on the Display, Customer will pay as liquidated damages twenty percent (20%) of the total sum of all the Monthly Payments as liquidated damages; such amount is hereby conclusively agreed by the parties to approximate BB's actual damages and that in such an event, BB's actual damages would be extremely difficult or impossible to calculate. BB shall have no obligation to display Customer's advertising on the Display at any time this Agreement is in Default.
5. **DISPUTES:** In the event of litigation, venue of any action shall be in Maricopa County, Arizona. This Agreement shall be governed and construed in accordance with Arizona law, without regard to its conflict of laws provisions. BB shall not be liable for incidental or consequential damages, including lost profits, irrespective of cause or theory. If BB places this Agreement with a collection agency or an attorney for collection or enforcement, Customer shall pay all costs and expenses resulting therefrom, including reasonable attorneys' fees. **NOTWITHSTANDING ANYTHING TO THE CONTRARY HERE, THE MAXIMUM LIABILITY OF BB, ITS MANAGING MEMBERS, OWNERS, OFFICERS, EMPLOYEES AND AGENTS TO CUSTOMER FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CUSTOMER'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE MONTHLY PAYMENTS RECEIVED BY BB, except in the case of BB's gross negligence or willful misconduct.**
6. **INDEMNIFICATION:** Except to the extent of BB's gross negligence or willful misconduct Customer shall indemnify, defend, and hold harmless BB and its managing members, owners, officers, directors, employees, agents, and subcontractors from any and all claims, costs (including reasonable attorney's fees), damages, and liabilities, at law or in equity arising out of or related to this Agreement. This paragraph shall survive the expiration or earlier termination of this Agreement.
7. **TRANSFERS AND ASSIGNMENT:** If Customer sells or otherwise transfers ownership (or other rights) to its business assets, Customer shall deliver to BB written notice of such intention at least thirty (30) days prior to closing on such sale or transfer. At the time of closing and with proceeds therefrom, Customer shall pay to BB an amount equal to the sum of items (i) and (ii) of Section 6 above, unless BB has previously agreed in writing to Customer's assignment of this Agreement. All the Terms and conditions hereof shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective parties. Customer may not transfer its interests, rights, and obligations in this Agreement, nor shall Customer sublet or donate any advertising hereunder without the prior written consent of BB. BB may freely transfer its interests, rights, and obligations in this Agreement.
8. **AGENCY IS RESPONSIBLE:** If this Agreement is executed for Customer by an agency, Agency warrants and represents that it is fully authorized to enter into this Agreement for and in behalf of Customer. Agency hereby agrees to be jointly and severally liable with Customer for the full and faithful performance of Customer's obligations under this Agreement.
9. **MISCELLANEOUS PROVISIONS:** (i) No statements made by BB's account executive(s), agent(s) or employee(s) shall be binding unless incorporated herein in writing. This Agreement shall not be binding upon BB for any purpose until the managing member of BB accepts this Agreement for BB by signing below. (ii) The Monthly Payment includes posting, maintaining, illuminating, etc., as specified on the 1st page of this Agreement and one (1) free ad design with BB or affiliate or agent thereof. Production costs for additional copy beyond the initial free ad design mentioned in the previous sentence, cutouts and embellishments, if applicable, are not included in the Monthly Payment and Customer hereby agrees to pay for the same at BB's standard rates, if applicable. (iii) Time is of the essence for all provisions of this Agreement. All past due amounts shall bear an annual interest rate of the lesser of eighteen (18) percent or the maximum rate allowed by law. (iv) If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the intent and economic effect of the original provision, and the remaining provisions shall continue in full force and effect. Headings in this Agreement shall not be used to interpret the meaning of any provision hereunder and otherwise shall be given no legal effect. (v) This document may be executed in several counterparts, each of which shall be treated an original, all of which shall constitute but one and the same instrument. This document is a complete integration and final expression of the Agreement between BB and Customer, and may not be modified except by a subsequent written Agreement that is executed by authorized representatives of both parties. (vi) all references to time(s) of the day or day(s) shall be interpreted to mean the time of the day or day, whichever is applicable, in Phoenix, Arizona. (vii) where an Agency is involved, any refunds due to Customer hereunder shall exclude any payments previously made by BB to Customer's Agency. (viii) in addition to the charges listed in this Agreement, Customer shall pay all applicable sales tax associated with such charges. (ix) the parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Agreement. (x) each of the parties has had sufficient time to review this Agreement and seek advice of counsel; no provision of this Agreement shall therefore be construed against the drafter. (xi) if the Term is identified as four (4) weeks or any multiple thereof, all references to "Monthly Payment" shall be interpreted to mean the amount set forth next to the "Monthly Payment" on the 1st page of this Agreement, such amount shall be the amount due to BB for each four (4) week period, all periodic payments shall be due on or before the start of each four (4) week period, and all other references to "Monthly Payment" shall be interpreted to mean that payment, which by virtue of this provision, is the applicable payment for each four (4) week period.
10. **NOTICES.** All notices shall be in writing and may be delivered by person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, by e-mail or facsimile transmission, and shall be deemed sufficiently given if given in the manner provided in this paragraph. The address noted adjacent to the applicable party's signature (if any) on this Agreement shall be that party's address for delivery or mailing of notices. A party may change its notices address any time upon notice to the other. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 48 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by e-mail or facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt,



CONTRACT FOR OUTDOOR ADVERTISING

2024-09-17 10:15:01 1814-0

CONTRACTED BY:			ON BEHALF OF ADVERTISER:		
CUSTOMER #	4150		CUSTOMER #		
NAME	Arizona Republicans Who Believe In Treating Others With Respect		NAME		
ADDRESS	1930 E Brown Rd # 103		ADDRESS		
CITY/STATE/ZIP	Mesa, AZ 85203		CITY/STATE/ZIP		
CONTACT	Daniel A. Barker, Ret. Judge, AZ Court of Appeal		CONTACT		
EMAIL ADDRESS	dbarker@darbarkerlaw.com		EMAIL ADDRESS		
PHONE #			PHONE #		
P.O.#					
ADVERTISER	Arizona Republicans Who Believe In Treating Others With Respect				

Qty	Product Description	Illum	Size	Term in 4-week Periods	Service Dates	Production Rate	Rate Per Period
1	36D-001, Digital, Phoenix AZ, Grand Ave s/o Greenway Rd F/W, W/F, Movable, 1 Slot	Yes	10' x 36'	0.75	10/07/2024 - 10/27/2024	0.00	1,350.00
1	48D-002, Digital, Phoenix AZ, I-10 2,000 ft w/o I-17 Intersection F/W, W/F, Movable, 1 Slot	Yes	14' x 48'	0.75	10/07/2024 - 10/27/2024	0.00	1,350.00
1	48D-003, Digital, Phoenix AZ, I-17 1,000 ft n/o Bell Rd F/S, S/F, Movable, 1 Slot	Yes	14' x 48'	0.75	10/07/2024 - 10/27/2024	0.00	1,350.00
1	48D-005, Digital, Phoenix AZ, I-17 2,500 ft n/o Cactus Rd F/N, NF, Movable, 1 Slot	Yes	14' x 48'	0.75	10/07/2024 - 10/27/2024	0.00	1,350.00
1	48D-011, Digital, Phoenix AZ, I-10 1,000 ft n/o Elliot Rd F/N, NF, Movable, 1 Slot	Yes	14' x 48'	0.75	10/07/2024 - 10/27/2024	0.00	1,350.00
1	48D-013, Digital, Phoenix AZ, I-10 2,100 ft w/o 101 Freeway F/E, E/F, Movable, 1 Slot	Yes	14' x 48'	0.75	10/07/2024 - 10/27/2024	0.00	1,350.00
1	48D-017, Digital, Phoenix AZ, I-10 e/o 51st Avenue F/W, W/F, Movable, 1 Slot	Yes	14' x 48'	0.75	10/07/2024 - 10/27/2024	0.00	1,350.00
1	48D-023, Digital, Phoenix AZ, I-17 and Grand Ave F/S, S/F, Movable, 1 Slot	Yes	14' x 48'	0.75	10/07/2024 - 10/27/2024	0.00	1,350.00
1	48D-026, Digital, Phoenix AZ, I-10 1,000 ft e/o 83rd Avenue F/E, E/F, Movable, 1 Slot	Yes	14' x 48'	0.75	10/07/2024 - 10/27/2024	0.00	1,350.00
1	48D-027, Digital, Phoenix AZ, I-10 1,000 ft e/o 83rd Avenue F/W, W/F, Movable, 1 Slot	Yes	14' x 48'	0.75	10/07/2024 - 10/27/2024	0.00	1,350.00
1	48D-029, Digital, Phoenix AZ, Loop 101 2,000 ft s/o McKellips F/N, NF, Movable, 1 Slot	Yes	14' x 48'	0.75	10/07/2024 - 10/27/2024	0.00	1,350.00
1	48D-033, Digital, Phoenix AZ, I-17 s/o Glendale Ave F/S, S/F, Movable, 1 Slot	Yes	14' x 48'	0.75	10/07/2024 - 10/27/2024	0.00	1,350.00
1	48D-035, Digital, Phoenix AZ, I-17 n/o McDowell Rd F/N, NF, Movable, 1 Slot	Yes	14' x 48'	0.75	10/07/2024 - 10/27/2024	0.00	1,350.00
1	48D-037, Digital, Phoenix AZ, I-17 and Jomax F/S, S/F, Movable, 1 Slot	Yes	14' x 48'	0.75	10/07/2024 - 10/27/2024	0.00	1,350.00
1	48D-038, Digital, Phoenix AZ, I-10 e/o 27th Ave F/E, E/F, Movable, 1 Slot	Yes	14' x 48'	0.75	10/07/2024 - 10/27/2024	0.00	1,350.00
1	48D-041, Digital, Phoenix AZ, I-10 500 ft w/o 143 Freeway F/E, E/F, Movable, 1 Slot	Yes	14' x 48'	0.75	10/07/2024 - 10/27/2024	0.00	1,350.00
1	48D-045, Digital, Phoenix AZ, I-10 2,000 ft n/o Elliot Rd F/N, NF, Movable, 1 Slot	Yes	14' x 48'	0.75	10/07/2024 - 10/27/2024	0.00	1,350.00
1	48D-052, Digital, Phoenix AZ, I-10 1,000 ft e/o 24th Street F/W, W/F, Movable, 1 Slot	Yes	14' x 48'	0.75	10/07/2024 - 10/27/2024	0.00	1,350.00
1	48D-053, Digital, Phoenix AZ, I-10 1,000 ft e/o 24th Street F/E, E/F, Movable, 1 Slot	Yes	14' x 48'	0.75	10/07/2024 - 10/27/2024	0.00	1,350.00
1	48D-065, Digital, Phoenix AZ, 202 Freeway @ Higley Road F/E, E/F, Movable, 1 Slot	Yes	14' x 48'	0.75	10/07/2024 - 10/27/2024	0.00	1,350.00
1	48D-069, Digital, Phoenix AZ, 202 Freeway e/o Arizona Avenue F/W, W/F, Movable, 1 Slot	Yes	14' x 48'	0.75	10/07/2024 - 10/27/2024	0.00	1,350.00
1	48D-070, Digital, Phoenix AZ, 202 Freeway e/o Arizona Avenue F/E, E/F, Movable, 1 Slot	Yes	14' x 48'	0.75	10/07/2024 - 10/27/2024	0.00	1,350.00
1	48D-071, Digital, Phoenix AZ, 202 San Tan Freeway 750 ft w/o McQueen Rd. F/W, W/F, Movable, 1 Slot	Yes	14' x 48'	0.75	10/07/2024 - 10/27/2024	0.00	1,350.00
1	48D-072, Digital, Phoenix AZ, 202 San Tan Freeway 750 ft w/o McQueen Rd. F/E, E/F, Movable, 1 Slot	Yes	14' x 48'	0.75	10/07/2024 - 10/27/2024	0.00	1,350.00
1	48D-081, Digital, Phoenix AZ, Loop 202 n/o Gateway Freeway F/N, NF, Movable, 1 Slot	Yes	14' x 48'	0.75	10/07/2024 - 10/27/2024	0.00	1,350.00
1	48D-086, Digital, Phoenix AZ, 202 Freeway 1,000 s/o Elliot Rd F/S, S/F, Movable, 1 Slot	Yes	14' x 48'	0.75	10/07/2024 - 10/27/2024	0.00	1,350.00
1	48D-093, Digital, Phoenix AZ, I-17 and 7th St F/W, W/F, Movable, 1 Slot	Yes	14' x 48'	0.75	10/07/2024 - 10/27/2024	0.00	1,350.00
1	48D-094, Digital, Phoenix AZ, I-10 4,000 ft s/o US 60 Freeway F/N, NF, Movable, 1 Slot	Yes	14' x 48'	0.75	10/07/2024 - 10/27/2024	0.00	1,350.00
1	48D-099, Digital, Phoenix AZ, 202 Freeway s/o Main St. F/S, S/F, Movable, 1 Slot	Yes	14' x 48'	0.75	10/07/2024 - 10/27/2024	0.00	1,350.00
1	48D-103, Digital, Phoenix AZ, 143 Freeway 1,000 ft n/o University Dr F/N, NF, Movable, 1 Slot	Yes	14' x 48'	0.75	10/07/2024 - 10/27/2024	0.00	1,350.00
1	48D-106, Digital, Phoenix AZ, I-10 and Chandler F/S, NF, Movable, 1 Slot	Yes	14' x 48'	0.75	10/07/2024 - 10/27/2024	0.00	1,350.00
1	48D-107, Digital, Phoenix AZ, I-10 and Chandler F/N, S/F, Movable, 1 Slot	Yes	14' x 48'	0.75	10/07/2024 - 10/27/2024	0.00	1,350.00
1	48D-111, Digital, Phoenix AZ, Indian School 200 ft e/o 32nd Street F/W, W/F, Movable, 1 Slot	Yes	14' x 48'	0.75	10/07/2024 - 10/27/2024	0.00	1,350.00
1	60D-001, Digital, Phoenix AZ, I-17 half mile n/o I-10 F/N, NF, Movable, 1 Slot	Yes	20' x 60'	0.75	10/07/2024 - 10/27/2024	0.00	1,350.00
1	60D-002, Digital, Phoenix AZ, I-17 half mile n/o I-10 F/S, S/F, Movable, 1 Slot	Yes	20' x 60'	0.75	10/07/2024 - 10/27/2024	0.00	1,350.00
						Amount Per Period (Net)	\$47,250.00
						Estimated Production (Contract) TOTAL	\$0.00
						Additional Production may be Ordered Upon Request	
						Grand Total (Net)	\$36,437.50


Notes:

This contract is designed with "flex scheduling"; the weekly campaign level of 35 freeway digitals is guaranteed; some movement of locations may occur before/during the campaign week(s) potentially using alternates provided at the time of contracting; should moves become necessary, Becker will discuss with the client before changes are made.

Customer (or its advertising agency ("Agency"), if applicable) shall pay in advance to BB the Posting Fee, the BB vinyl printing costs (if the vinyl is not Customer supplied), the pro-rated Monthly Payment amount for the initial partial period (if the initial period starts on a day other than the 1st day of the month), the initial Monthly Payment for the first full period amount plus the applicable sales tax on all of the foregoing; thereafter, on the 1st day of each consecutive month (or 1st day of each 4 week period, if applicable), Customer shall pay in advance the Monthly Payment set forth above during the Term, and thereafter until this Agreement is cancelled as follows: (i) Customer may cancel after the initial Term by notifying BB of its cancellation at least 30 days prior to the expiration of the initial Term or any renewal thereof; otherwise unless cancelled by BB, this Agreement shall continue in full force and effect on a month-to-month basis until Customer so notifies BB of its cancellation, (ii) BB may cancel this Agreement upon notice to Customer. For each posting, \$250 of each Four Weeks Payment is applicable for BB's posting services; the balance is applicable to media/advertising services. If there is no posting in a Four Weeks Payment period, the entire Four Weeks Payment shall be treated as media/advertising services.

All Customer payments shall be paid to BB at the address specified for BB in the "notices" provision in Paragraph 10 below; any reimbursements to Customer shall be paid to Customer at its address set forth in Paragraph 10.

Advertiser:	Agency:
Signature:  <small>Judge Dan Barker 17/09/24 10:01:50</small>	Signature: _____
Printed Name: <u>Judge Dan Barker, Ret</u> Date: <u>17/09/24</u>	Printed Name: _____ Date: _____

Becker Boards Small	Jay Stearns	17/09/24
Signature: 	Name:	Date:

FOR INTERNAL USE: (C)



Account Executive

Jay Stearns
4234 E. Indian School Rd.
Phoenix, AZ 85018
Ph#: 602 499 4518

Mailing Address

Becker Boards Small
4234 E. Indian School Rd.
Phoenix, AZ 85018
Ph#: (877) 209-6323



TERMS AND CONDITIONS

1. **BILLING AND PAYMENTS:** The prorated amount for the initial month's charges (if the Term starts on a day other than the 1st day of the month), the first Monthly Payment and the Security Deposit shall be due on or before the date advertising is first posted on the Display. Charges thereafter will be due on or before the first day of each successive month. BB's acceptance of late payment(s) shall not be construed as a waiver of BB's rights relative to any subsequent late payment(s) or any other event of default. If Customer provides BB with a credit card for payment, BB is hereby authorized to run such card for amounts due hereunder from time to time without pre-approval or notice from Customer.
2. **OWNERSHIP:** Customer warrants that it possesses full legal right to use, and to allow BB to use as contemplated in this Agreement, all information or Copy of whatever kind and whatever form delivered by Customer to BB. Customer shall indemnify, defend, and hold harmless BB and its officers, directors, employees, and agents from all claims, losses, costs and other damages (including reasonable attorney's fees) suffered by BB because of Customer's breach of this warranty. Customer's obligations in this paragraph shall survive the Termination of this Agreement. At the expiration of the contract, BB shall retain ownership of each design and shall not return the copy to customer.
3. **LOSS OF DISPLAY AND INTERRUPTION OF SERVICE:** Customer acknowledges that if any Display or proposed Display Location becomes permanently or temporarily unavailable to BB during the Term, or should any proposed Display Location become excessively burdensome to secure, or should any Display become completely or substantially obstructed, or partially destroyed or defaced, or should BB for any reason change or terminate any Display location, and if the parties can not mutually agree on another acceptable location owned or controlled by BB (if any) within ten (10) days after notice by one party to the other of the occurrence of such an event, this Agreement shall terminate effective upon the expiration of such ten (10) day period and within thirty (30) days thereafter, as Customer's sole and exclusive remedy, BB shall refund Customer on a pro-rata basis for any pre-paid then outstanding display time as of the effective date of termination. Notwithstanding anything to the contrary herein, if BB is unable to commence the Term by the anticipated Commencement Date or deliver advertising as a result of force majeure, acts of war, terrorism, labor disputes, governmental regulations, restrictions or ordinances, power outages, vandalism, breakages, unforeseen interruptions, or similar causes not within BB's reasonable control, such delay in the Commencement Date or non-delivery shall not be construed as a breach or termination of the Agreement; in such cases, Customer's sole remedy shall be a delay in the Commencement Date (up to thirty (30) days) or an extension of the Term as necessary to utilize the Term paid for, but not received. If BB is unable to deliver advertising for reasons reasonably within BB's control, that result in non-delivery of advertising, such non-delivery shall not be construed as a breach or Termination of the Agreement. In such case, BB shall provide a credit to Customer for Term paid for, but not received on a pro-rata, monthly basis. In the event of a delay in the Commencement Date beyond thirty (30) days from the anticipated Commencement Date or permanent loss of the Display, for whatever cause, the Agreement shall terminate and Customer's sole remedy shall be a credit for Term paid for, but not received on a pro-rata, monthly basis. Any credit to be provided pursuant to this paragraph shall be determined by calculating the amount of Term not received for a given monthly period and providing a monthly proportional credit for the same.
4. **DEFAULT:** If Customer fails to deliver to BB any Monthly Payment when due, or fails to perform any other obligation herein, or bankruptcy, receivership, or other insolvency proceedings are commenced by or against it (collectively, "Default"), Customer shall, without notice, become obligated to immediately pay to BB an amount equal to the (i) sum of all unpaid Monthly Payments previously accrued, plus (ii) liquidated damages (for loss of a bargain and not as a penalty) in an amount equal to seventy-five percent (75%) of the sum of all remaining Monthly Payments, such amount is hereby conclusively agreed by the parties to approximate BB's actual damages and that in such an event, BB's actual damages would be extremely difficult or impossible to calculate. If this Agreement is cancelled by Customer for any reason before advertising is placed on the Display, Customer will pay as liquidated damages twenty percent (20%) of the total sum of all the Monthly Payments as liquidated damages; such amount is hereby conclusively agreed by the parties to approximate BB's actual damages and that in such an event, BB's actual damages would be extremely difficult or impossible to calculate. BB shall have no obligation to display Customer's advertising on the Display at any time this Agreement is in Default.
5. **DISPUTES:** In the event of litigation, venue of any action shall be in Maricopa County, Arizona. This Agreement shall be governed and construed in accordance with Arizona law, without regard to its conflict of laws provisions. BB shall not be liable for incidental or consequential damages, including lost profits, irrespective of cause or theory. If BB places this Agreement with a collection agency or an attorney for collection or enforcement, Customer shall pay all costs and expenses resulting therefrom, including reasonable attorneys' fees. **NOTWITHSTANDING ANYTHING TO THE CONTRARY HERE, THE MAXIMUM LIABILITY OF BB, ITS MANAGING MEMBERS, OWNERS, OFFICERS, EMPLOYEES AND AGENTS TO CUSTOMER FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CUSTOMER'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE MONTHLY PAYMENTS RECEIVED BY BB, except in the case of BB's gross negligence or willful misconduct.**
6. **INDEMNIFICATION:** Except to the extent of BB's gross negligence or willful misconduct Customer shall indemnify, defend, and hold harmless BB and its managing members, owners, officers, directors, employees, agents, and subcontractors from any and all claims, costs (including reasonable attorney's fees), damages, and liabilities, at law or in equity arising out of or related to this Agreement. This paragraph shall survive the expiration or earlier termination of this Agreement.
7. **TRANSFERS AND ASSIGNMENT:** If Customer sells or otherwise transfers ownership (or other rights) to its business assets, Customer shall deliver to BB written notice of such intention at least thirty (30) days prior to closing on such sale or transfer. At the time of closing and with proceeds therefrom, Customer shall pay to BB an amount equal to the sum of items (i) and (ii) of Section 6 above, unless BB has previously agreed in writing to Customer's assignment of this Agreement. All the Terms and conditions hereof shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective parties. Customer may not transfer its interests, rights, and obligations in this Agreement, nor shall Customer sublet or donate any advertising hereunder without the prior written consent of BB. BB may freely transfer its interests, rights, and obligations in this Agreement.
8. **AGENCY IS RESPONSIBLE:** If this Agreement is executed for Customer by an agency, Agency warrants and represents that it is fully authorized to enter into this Agreement for and in behalf of Customer. Agency hereby agrees to be jointly and severally liable with Customer for the full and faithful performance of Customer's obligations under this Agreement.
9. **MISCELLANEOUS PROVISIONS:** (i) No statements made by BB's account executive(s), agent(s) or employee(s) shall be binding unless incorporated herein in writing. This Agreement shall not be binding upon BB for any purpose until the managing member of BB accepts this Agreement for BB by signing below. (ii) The Monthly Payment includes posting, maintaining, illuminating, etc., as specified on the 1st page of this Agreement and one (1) free ad design with BB or affiliate or agent thereof. Production costs for additional copy beyond the initial free ad design mentioned in the previous sentence, cutouts and embellishments, if applicable, are not included in the Monthly Payment and Customer hereby agrees to pay for the same at BB's standard rates, if applicable. (iii) Time is of the essence for all provisions of this Agreement. All past due amounts shall bear an annual interest rate of the lesser of eighteen (18) percent or the maximum rate allowed by law. (iv) If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the intent and economic effect of the original provision, and the remaining provisions shall continue in full force and effect. Headings in this Agreement shall not be used to interpret the meaning of any provision hereunder and otherwise shall be given no legal effect. (v) This document may be executed in several counterparts, each of which shall be treated an original, all of which shall constitute but one and the same instrument. This document is a complete integration and final expression of the Agreement between BB and Customer, and may not be modified except by a subsequent written Agreement that is executed by authorized representatives of both parties. (vi) all references to time(s) of the day or day(s) shall be interpreted to mean the time of the day or day, whichever is applicable, in Phoenix, Arizona. (vii) where an Agency is involved, any refunds due to Customer hereunder shall exclude any payments previously made by BB to Customer's Agency. (viii) in addition to the charges listed in this Agreement, Customer shall pay all applicable sales tax associated with such charges. (ix) the parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Agreement. (x) each of the parties has had sufficient time to review this Agreement and seek advice of counsel; no provision of this Agreement shall therefore be construed against the drafter. (xi) if the Term is identified as four (4) weeks or any multiple thereof, all references to "Monthly Payment" shall be interpreted to mean the amount set forth next to the "Monthly Payment" on the 1st page of this Agreement, such amount shall be the amount due to BB for each four (4) week period, all periodic payments shall be due on or before the start of each four (4) week period, and all other references to "Monthly Payment" shall be interpreted to mean that payment, which by virtue of this provision, is the applicable payment for each four (4) week period.
10. **NOTICES.** All notices shall be in writing and may be delivered by person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, by e-mail or facsimile transmission, and shall be deemed sufficiently given if given in the manner provided in this paragraph. The address noted adjacent to the applicable party's signature (if any) on this Agreement shall be that party's address for delivery or mailing of notices. A party may change its notices address any time upon notice to the other. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 48 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by e-mail or facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt,



CONTRACT FOR OUTDOOR ADVERTISING

2024-09-17 10:38:11 1815-0

CONTRACTED BY:			ON BEHALF OF ADVERTISER:		
CUSTOMER #	4150		CUSTOMER #		
NAME	Arizona Republicans Who Believe In Treating Others With Respect		NAME		
ADDRESS	1930 E Brown Rd # 103		ADDRESS		
CITY/STATE/ZIP	Mesa, AZ 85203		CITY/STATE/ZIP		
CONTACT	Daniel A. Barker, Ret. Judge, AZ Court of Appeal		CONTACT		
EMAIL ADDRESS	dbarker@darbarkerlaw.com		EMAIL ADDRESS		
PHONE #			PHONE #		
P.O.#					
ADVERTISER	Arizona Republicans Who Believe In Treating Others With Respect				

Qty	Product Description	Illum	Size	Term in 4-week Periods	Service Dates	Production Rate	Rate Per Period
1	36D-001, Digital, Phoenix AZ, Grand Ave s/o Greenway Rd F/W, W/F, Movable, 1 Slot	Yes	10' x 36'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-002, Digital, Phoenix AZ, I-10 2,000 ft w/o I-17 Intersection F/W, W/F, Movable, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-003, Digital, Phoenix AZ, I-17 1,000 ft n/o Bell Rd F/S, S/F, Movable, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-004, Digital, Phoenix AZ, I-17 1,000 ft n/o Bell Rd F/N, NF, Regular, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-005, Digital, Phoenix AZ, I-17 2,500 ft n/o Cactus Rd F/N, NF, Movable, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-006, Digital, Phoenix AZ, I-17 2,500 ft n/o Cactus Rd F/S, S/F, Regular, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-011, Digital, Phoenix AZ, I-10 1,000 ft n/o Elliot Rd F/N, NF, Movable, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-013, Digital, Phoenix AZ, I-10 2,100 ft w/o 101 Freeway F/E, E/F, Movable, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-017, Digital, Phoenix AZ, I-10 e/o 51st Avenue F/W, W/F, Movable, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-023, Digital, Phoenix AZ, I-17 and Grand Ave F/S, S/F, Movable, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-024, Digital, Phoenix AZ, I-10 1,500 ft e/o 83rd Avenue F/E, E/F, Regular, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-026, Digital, Phoenix AZ, I-10 1,000 ft e/o 83rd Avenue F/E, E/F, Movable, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-027, Digital, Phoenix AZ, I-10 1,000 ft e/o 83rd Avenue F/W, W/F, Movable, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-029, Digital, Phoenix AZ, Loop 101 2,000 ft s/o McKellips F/N, NF, Movable, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-031, Digital, Phoenix AZ, Loop 202 s/o Van Buren F/N, NF, Regular, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-032, Digital, Phoenix AZ, Loop 202 s/o Van Buren F/S, S/F, Regular, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-033, Digital, Phoenix AZ, I-17 s/o Glendale Ave F/S, S/F, Movable, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-035, Digital, Phoenix AZ, I-17 n/o McDowell Rd F/N, NF, Movable, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-036, Digital, Phoenix AZ, I-17 s/o Thomas Rd F/N, NF, Regular, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-037, Digital, Phoenix AZ, I-17 and Jomax F/S, S/F, Movable, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-038, Digital, Phoenix AZ, I-10 e/o 27th Ave F/E, E/F, Movable, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-041, Digital, Phoenix AZ, I-10 500 ft w/o 143 Freeway F/E, E/F, Movable, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-045, Digital, Phoenix AZ, I-10 2,000 ft n/o Elliot Rd F/N, NF, Movable, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-046, Digital, Phoenix AZ, I-10 2,000 ft n/o Elliot Rd F/S, S/F, Regular, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-052, Digital, Phoenix AZ, I-10 1,000 ft e/o 24th Street F/W, W/F, Movable, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-053, Digital, Phoenix AZ, I-10 1,000 ft e/o 24th Street F/E, E/F, Movable, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-059, Digital, Phoenix AZ, Loop 202 Freeway 500 ft n/o Baseline F/N, NF, Regular, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-065, Digital, Phoenix AZ, 202 Freeway @ Higley Road F/E, E/F, Movable, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-069, Digital, Phoenix AZ, 202 Freeway e/o Arizona Avenue F/W, W/F, Movable, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-070, Digital, Phoenix AZ, 202 Freeway e/o Arizona Avenue F/E, E/F, Movable, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-071, Digital, Phoenix AZ, 202 San Tan Freeway 750 ft w/o McQueen Rd. F/W, W/F, Movable, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-072, Digital, Phoenix AZ, 202 San Tan Freeway 750 ft w/o McQueen Rd. F/E, E/F, Movable, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-073, Digital, Phoenix AZ, I-17 500 ft w/o 19th Avenue F/W, W/F, Regular, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-078, Digital, Phoenix AZ, I-10 w/o Avondale Blvd F/E, E/F, Regular, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-081, Digital, Phoenix AZ, Loop 202 n/o Gateway Freeway F/N, NF, Movable, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-086, Digital, Phoenix AZ, 202 Freeway 1,000 s/o Elliot Rd F/S, S/F, Movable, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-090, Digital, Phoenix AZ, I-10 w/o Avondale Blvd F/E, E/F, Regular, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00

(continued on next page)

Qty	Product Description	Illum	Size	Term in 4-week Periods	Service Dates	Production Rate	Rate Per Period
1	48D-093, Digital, Phoenix AZ, I-17 and 7th St F/W, W/F, Movable, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-094, Digital, Phoenix AZ, I-10 4,000 ft s/o US 60 Freeway F/N, NF, Movable, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-096, Digital, Phoenix AZ, Loop 303 Freeway 250 ft s/o Glendale F/N, NF, Regular, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-098, Digital, Phoenix AZ, 202 Freeway s/o Main St F/N, NF, Regular, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-099, Digital, Phoenix AZ, 202 Freeway s/o Main St F/S, S/F, Movable, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00

1	48D-101, Digital, Phoenix AZ, 202 Freeway 50 ft n/o Main Street F/N, NF, Regular, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-102, Digital, Phoenix AZ, 143 Freeway 1,000 ft n/o University Dr F/S, S/F, Regular, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-103, Digital, Phoenix AZ, 143 Freeway 1,000 ft n/o University Dr F/N, NF, Movable, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-106, Digital, Phoenix AZ, I-10 and Chandler F/S, NF, Movable, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-107, Digital, Phoenix AZ, I-10 and Chandler F/N, S/F, Movable, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	48D-111, Digital, Phoenix AZ, Indian School 200 ft e/o 32nd Street F/W, W/F, Movable, 1 Slot	Yes	14' x 48'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	60D-001, Digital, Phoenix AZ, I-17 half mile n/o I-10 F/N, NF, Movable, 1 Slot	Yes	20' x 60'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
1	60D-002, Digital, Phoenix AZ, I-17 half mile n/o I-10 F/S, S/F, Movable, 1 Slot	Yes	20' x 60'	0.321428	10/28/2024 - 11/05/2024	0.00	1,350.00
						Amount Per Period (Net)	\$67,500.00
						Estimated Production (Contract) TOTAL	\$0.00
						Additional Production May be Ordered Upon Request	
						Grand Total (Net)	\$21,696.39

Notes:


This contract is designed with "flex scheduling"; the weekly campaign level of 50 freeway digitals is guaranteed; some movement of locations may occur before/during the campaign week(s) potentially using alternates provided at the time of contracting; should moves become necessary, Becker will discuss with the client before changes are made.

Customer (or its advertising agency ("Agency"), if applicable) shall pay in advance to BB the Posting Fee, the BB vinyl printing costs (if the vinyl is not Customer supplied), the pro-rated Monthly Payment amount for the initial partial period (if the initial period starts on a day other than the 1st day of the month), the initial Monthly Payment for the first full period amount plus the applicable sales tax on all of the foregoing; thereafter, on the 1st day of each consecutive month (or 1st day of each 4 week period, if applicable), Customer shall pay in advance the Monthly Payment set forth above during the Term, and thereafter until this Agreement is cancelled as follows: (i) Customer may cancel after the initial Term by notifying BB of its cancellation at least 30 days prior to the expiration of the initial Term or any renewal thereof, otherwise unless cancelled by BB, this Agreement shall continue in full force and effect on a month-to-month basis until Customer so notifies BB of its cancellation, (ii) BB may cancel this Agreement upon notice to Customer. For each posting, \$250 of each Four Weeks Payment is applicable for BB's posting services; the balance is applicable to media/advertising services. If there is no posting in a Four Weeks Payment period, the entire Four Weeks Payment shall be treated as media/advertising services.

All Customer payments shall be paid to BB at the address specified for BB in the "notices" provision in Paragraph 10 below; any reimbursements to Customer shall be paid to Customer at its address set forth in Paragraph 10.

Advertiser:	Agency:
Signature: <u><i>Judge Dan Barker, Ret</i></u> <small>Becker 602.729.1941 ext 1111</small>	Signature: _____
Printed Name: <u>Judge Dan Barker, Ret</u> Date: <u>17/09/24</u>	Printed Name: _____ Date: _____

Becker Boards Small	Name: <u>Jay Stearns</u>	Date: <u>17/09/24</u>
Signature: <u><i>Jay Stearns</i></u>		

FOR INTERNAL USE: (C)		
	Account Executive Jay Stearns 4234 E. Indian School Rd. Phoenix, AZ 85018 Ph#: 602 499 4518	Mailing Address Becker Boards Small 4234 E. Indian School Rd. Phoenix, AZ 85018 Ph#: (877) 209-6323



TERMS AND CONDITIONS

1. **BILLING AND PAYMENTS:** The prorated amount for the initial month's charges (if the Term starts on a day other than the 1st day of the month), the first Monthly Payment and the Security Deposit shall be due on or before the date advertising is first posted on the Display. Charges thereafter will be due on or before the first day of each successive month. BB's acceptance of late payment(s) shall not be construed as a waiver of BB's rights relative to any subsequent late payment(s) or any other event of default. If Customer provides BB with a credit card for payment, BB is hereby authorized to run such card for amounts due hereunder from time to time without pre-approval or notice from Customer.
2. **OWNERSHIP:** Customer warrants that it possesses full legal right to use, and to allow BB to use as contemplated in this Agreement, all information or Copy of whatever kind and whatever form delivered by Customer to BB. Customer shall indemnify, defend, and hold harmless BB and its officers, directors, employees, and agents from all claims, losses, costs and other damages (including reasonable attorney's fees) suffered by BB because of Customer's breach of this warranty. Customer's obligations in this paragraph shall survive the Termination of this Agreement. At the expiration of the contract, BB shall retain ownership of each design and shall not return the copy to customer.
3. **LOSS OF DISPLAY AND INTERRUPTION OF SERVICE:** Customer acknowledges that if any Display or proposed Display Location becomes permanently or temporarily unavailable to BB during the Term, or should any proposed Display Location become excessively burdensome to secure, or should any Display become completely or substantially obstructed, or partially destroyed or defaced, or should BB for any reason change or terminate any Display location, and if the parties can not mutually agree on another acceptable location owned or controlled by BB (if any) within ten (10) days after notice by one party to the other of the occurrence of such an event, this Agreement shall terminate effective upon the expiration of such ten (10) day period and within thirty (30) days thereafter, as Customer's sole and exclusive remedy, BB shall refund Customer on a pro-rata basis for any pre-paid then outstanding display time as of the effective date of termination. Notwithstanding anything to the contrary herein, if BB is unable to commence the Term by the anticipated Commencement Date or deliver advertising as a result of force majeure, acts of war, terrorism, labor disputes, governmental regulations, restrictions or ordinances, power outages, vandalism, breakages, unforeseen interruptions, or similar causes not within BB's reasonable control, such delay in the Commencement Date or non-delivery shall not be construed as a breach or termination of the Agreement; in such cases, Customer's sole remedy shall be a delay in the Commencement Date (up to thirty (30) days) or an extension of the Term as necessary to utilize the Term paid for, but not received. If BB is unable to deliver advertising for reasons reasonably within BB's control, that result in non-delivery of advertising, such non-delivery shall not be construed as a breach or Termination of the Agreement. In such case, BB shall provide a credit to Customer for Term paid for, but not received on a pro-rata, monthly basis. In the event of a delay in the Commencement Date beyond thirty (30) days from the anticipated Commencement Date or permanent loss of the Display, for whatever cause, the Agreement shall terminate and Customer's sole remedy shall be a credit for Term paid for, but not received on a pro-rata, monthly basis. Any credit to be provided pursuant to this paragraph shall be determined by calculating the amount of Term not received for a given monthly period and providing a monthly proportional credit for the same.
4. **DEFAULT:** If Customer fails to deliver to BB any Monthly Payment when due, or fails to perform any other obligation herein, or bankruptcy, receivership, or other insolvency proceedings are commenced by or against it (collectively, "Default"), Customer shall, without notice, become obligated to immediately pay to BB an amount equal to the (i) sum of all unpaid Monthly Payments previously accrued, plus (ii) liquidated damages (for loss of a bargain and not as a penalty) in an amount equal to seventy-five percent (75%) of the sum of all remaining Monthly Payments, such amount is hereby conclusively agreed by the parties to approximate BB's actual damages and that in such an event, BB's actual damages would be extremely difficult or impossible to calculate. If this Agreement is cancelled by Customer for any reason before advertising is placed on the Display, Customer will pay as liquidated damages twenty percent (20%) of the total sum of all the Monthly Payments as liquidated damages; such amount is hereby conclusively agreed by the parties to approximate BB's actual damages and that in such an event, BB's actual damages would be extremely difficult or impossible to calculate. BB shall have no obligation to display Customer's advertising on the Display at any time this Agreement is in Default.
5. **DISPUTES:** In the event of litigation, venue of any action shall be in Maricopa County, Arizona. This Agreement shall be governed and construed in accordance with Arizona law, without regard to its conflict of laws provisions. BB shall not be liable for incidental or consequential damages, including lost profits, irrespective of cause or theory. If BB places this Agreement with a collection agency or an attorney for collection or enforcement, Customer shall pay all costs and expenses resulting therefrom, including reasonable attorneys' fees. **NOTWITHSTANDING ANYTHING TO THE CONTRARY HERE, THE MAXIMUM LIABILITY OF BB, ITS MANAGING MEMBERS, OWNERS, OFFICERS, EMPLOYEES AND AGENTS TO CUSTOMER FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CUSTOMER'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE MONTHLY PAYMENTS RECEIVED BY BB, except in the case of BB's gross negligence or willful misconduct.**
6. **INDEMNIFICATION:** Except to the extent of BB's gross negligence or willful misconduct Customer shall indemnify, defend, and hold harmless BB and its managing members, owners, officers, directors, employees, agents, and subcontractors from any and all claims, costs (including reasonable attorney's fees), damages, and liabilities, at law or in equity arising out of or related to this Agreement. This paragraph shall survive the expiration or earlier termination of this Agreement.
7. **TRANSFERS AND ASSIGNMENT:** If Customer sells or otherwise transfers ownership (or other rights) to its business assets, Customer shall deliver to BB written notice of such intention at least thirty (30) days prior to closing on such sale or transfer. At the time of closing and with proceeds therefrom, Customer shall pay to BB an amount equal to the sum of items (i) and (ii) of Section 6 above, unless BB has previously agreed in writing to Customer's assignment of this Agreement. All the Terms and conditions hereof shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective parties. Customer may not transfer its interests, rights, and obligations in this Agreement, nor shall Customer sublet or donate any advertising hereunder without the prior written consent of BB. BB may freely transfer its interests, rights, and obligations in this Agreement.
8. **AGENCY IS RESPONSIBLE:** If this Agreement is executed for Customer by an agency, Agency warrants and represents that it is fully authorized to enter into this Agreement for and in behalf of Customer. Agency hereby agrees to be jointly and severally liable with Customer for the full and faithful performance of Customer's obligations under this Agreement.
9. **MISCELLANEOUS PROVISIONS:** (i) No statements made by BB's account executive(s), agent(s) or employee(s) shall be binding unless incorporated herein in writing. This Agreement shall not be binding upon BB for any purpose until the managing member of BB accepts this Agreement for BB by signing below. (ii) The Monthly Payment includes posting, maintaining, illuminating, etc., as specified on the 1st page of this Agreement and one (1) free ad design with BB or affiliate or agent thereof. Production costs for additional copy beyond the initial free ad design mentioned in the previous sentence, cutouts and embellishments, if applicable, are not included in the Monthly Payment and Customer hereby agrees to pay for the same at BB's standard rates, if applicable. (iii) Time is of the essence for all provisions of this Agreement. All past due amounts shall bear an annual interest rate of the lesser of eighteen (18) percent or the maximum rate allowed by law. (iv) If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the intent and economic effect of the original provision, and the remaining provisions shall continue in full force and effect. Headings in this Agreement shall not be used to interpret the meaning of any provision hereunder and otherwise shall be given no legal effect. (v) This document may be executed in several counterparts, each of which shall be treated an original, all of which shall constitute but one and the same instrument. This document is a complete integration and final expression of the Agreement between BB and Customer, and may not be modified except by a subsequent written Agreement that is executed by authorized representatives of both parties. (vi) all references to time(s) of the day or day(s) shall be interpreted to mean the time of the day or day, whichever is applicable, in Phoenix, Arizona. (vii) where an Agency is involved, any refunds due to Customer hereunder shall exclude any payments previously made by BB to Customer's Agency. (viii) in addition to the charges listed in this Agreement, Customer shall pay all applicable sales tax associated with such charges. (ix) the parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Agreement. (x) each of the parties has had sufficient time to review this Agreement and seek advice of counsel; no provision of this Agreement shall therefore be construed against the drafter. (xi) if the Term is identified as four (4) weeks or any multiple thereof, all references to "Monthly Payment" shall be interpreted to mean the amount set forth next to the "Monthly Payment" on the 1st page of this Agreement, such amount shall be the amount due to BB for each four (4) week period, all periodic payments shall be due on or before the start of each four (4) week period, and all other references to "Monthly Payment" shall be interpreted to mean that payment, which by virtue of this provision, is the applicable payment for each four (4) week period.
10. **NOTICES.** All notices shall be in writing and may be delivered by person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, by e-mail or facsimile transmission, and shall be deemed sufficiently given if given in the manner provided in this paragraph. The address noted adjacent to the applicable party's signature (if any) on this Agreement shall be that party's address for delivery or mailing of notices. A party may change its notices address any time upon notice to the other. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 48 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by e-mail or facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt,

EXHIBIT 2

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FOR HARRIS
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Az4H.org



ARIZONA TOGETHER FOR HARRIS

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EXHIBIT 3

Az4H.org



**ARIZONA TOGETHER
FOR HARRIS**

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