

## AGREEMENT FORM FOR POLITICAL CANDIDATE ADVERTISEMENTS

(check applicable box)

FEDERAL CANDIDATE

STATE/LOCAL CANDIDATE

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

<b>Station and Location:</b>	<b>Date:</b>
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I, ENGENE COPELAND,

being/on behalf of: LAURA K. GREGORY,

a legally qualified candidate of the DEMOCRATIC

political party for the office of: PROBATE JUDGE

in the GENERAL

election to be held on: NOVEMBER 6, 2018

do hereby request station time as follows:

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

**Attach proposed schedule with charges (if available):**

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

The Committee To Elect LAUREA K. GREGORY

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

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

LAUREA K. GREGORY

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

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

**To Be Signed By Candidate or Authorized Committee**

10-18-2018                      Eugen C. Gordon  
Date                                              Signature

**To Be Signed By Station Representative**

Accepted                       Accepted in Part                       Rejected  
Raina Cabanis                      Laura Cabanis                      AE  
Signature                                              Printed Name                                              Title



**CERTIFICATE OF DISCLOSURE**

CANDIDATE:

Laura K. Gregory

REPRESENTATIVE (if applicable):

Gene Copeland

**METHOD OF DISCLOSURE**

To:

Gene Copeland

Date:

10/13/18

By:

EMAIL

ACCOUNT EXECUTIVE:

Laura Cabaniss

RECEIVED BY: Candidate or Representative (circle one)

Signature Name:

Gene L. Copeland



## POLITICAL ADVERTISING DISCLOSURE STATEMENT REGARDING POLITICAL SALES PRACTICES

The following practices apply to purchases of advertising time by legally qualified candidates for public office for an advertisement which constitutes a "use" of the Station's facilities, (a "use" is a political advertisement which is purchased by the candidate or a candidate's campaign committee which includes the identifiable voice or likeness of the candidate, as defined by the FCC). Any political advertisement that is not a "use," will not be accepted by the Station. The Station does not accept "Third Party" or "Issue" advertising. Further, upon the request of the Station, candidates or their representatives are required to demonstrate that they are legally qualified.

This Disclosure Statement is provided for general information and is not part of the Station's political advertising sales contract, which is governed by the contract terms and applicable law. Further, practices described herein are subject to change from time to time.

Legally qualified candidates for federal offices (U.S. Congressional and Presidential/Vice Presidential elections) are entitled to reasonable access to the Station to purchase time on the Station during their election campaigns for "uses" (advertisements including the voice or likeness of the candidate). The Station will consider all requests for such time and will make reasonable accommodations to meet such requests. Under FCC policy and applicable law, the Station has the right to limit the amount of time sold to a candidate based upon time the candidate has already purchased, number of opposing candidates and potential for equal opportunity requests, disruption of the Station's schedule, and the timing of the request.

The Station will grant access to specified state and local candidates in the station's sole discretion. Considerations include the public interest in the election, available Station inventory, number of opposing candidates and potential for equal opportunity requests, disruption of the Station's schedule, and the timing of the request. For a determination as to whether the Station will make time available for sale for certain local or state races, contact the Station Contact person listed below.

During the 45 day period before the Alabama primary election (or run-off election) and the 60 day period before the Alabama general election, the Station will offer candidates in the respective elections the "lowest unit charge" for an advertisement purchased by the candidate or the candidate's authorized committee, which constitutes a "use" of the Station's facilities, (defined above). During any time outside of the 45-day and 60-day periods, the charges for political advertisements constituting a "use" offered by the Station will be those charged commercial advertisers for comparable use of the Station's facilities. Any political advertisement that is not a "use," will not be accepted by the Station. The Station does not accept "Third Party" or "Issue" advertising.

If a political advertisement constitutes a non-exempt use, in accordance with the rules of the FCC and applicable law, the Station will provide opposing candidates with "equal opportunities," to enable the opponent comparable access to the facilities of the Station.

Certain other terms and conditions applicable to political advertising on the Station are as follows:

1. Rates. Available programs and time periods are reflected on the Station's rate card. Rates for classes of time may vary on a daily or weekly basis, based on supply and demand. The classes of advertising time offered to commercial advertisers and political candidates are:

- a. **Section 1 Fixed Non Preemptible**
- b. **Section 2 Non-Preemptible**
- c. **Section 3 Preemptible with Notice**
- d. **Section 4 Immediately Preemptible without Notice**

Newscasts/News Adjacencies. The Station does permit political advertising in its newscasts or adjacent to newscasts.

2. Identification of Individuals or Entities. All advertising must comply with the sponsorship identification requirements of §317 of the Communications Act and Section 73.1212 of the rules of the FCC. The Station reserves the right to insert such sponsorship identification naming any person or entity paying for the advertisement into any advertisement that fails to include the requisite identification.

3. Certain Policies Applicable to Federal Candidates. For a candidate running for a federal office to be entitled to the lowest unit charge, the candidate must abide by the Communications Act of 1934, Section 315 and the Bipartisan Campaign Reform Act (BCRA) of 2002. Accordingly, all advertisements for federal political candidates seeking the Lowest Unit Charge (LUC) political rates must contain an identifiable photo or similar image of the candidate. All advertisements that mention a candidate's opponent also must include a statement clearly readable on-screen for no less than 4 seconds identifying the candidate, stating that the candidate has approved the broadcast, and stating that the candidate or the candidate's authorized committee has paid for the broadcast. Candidates purchasing advertisements mentioning their opponent must also provide the Station with a written certification that the broadcast advertisement complies with the above requirement under §315(b)(2)(C) of the Communications Act as amended by the Bipartisan Campaign Reform Act of 2002

3. Credit. Advance payment at least 1 business day in advance is required. Contact the Station contact person listed below for details as to credit terms and applicability.

4. Political Agreement. A signed Agreement Form for Political Broadcasts must accompany any broadcast time order. Besides details of the advertising sought, this form must list the candidate if the candidate is purchasing the time, or as applicable, candidate's authorized committee, and include other applicable information.

5. Proof of Candidacy. The Station, at its option, may require the candidate to produce proof that the candidate is a legally qualified candidate.

6. Notice and Weekend Access. Contracts/orders for political advertising must be placed in accordance with deadlines below. Copy changes or cancellations also must be in accordance with the deadlines below.

**Deadlines for contract or order changes are:**

**12pm Monday for Tuesday's Log**

**12pm Tuesday for Wednesday's Log**

**12pm Wednesday for Thursday's Log**

**11am Thursday for Friday, 1pm Saturday's Log, & 3pm for Sunday's Log**

**12pm Friday for Monday's Log**

7. Production Facilities. The Station's production facilities will be made reasonably available to produce commercials for political advertisers on the same terms as provided to commercial advertisers, by scheduling studio time in advance. Contact the Station Contact person listed below for details. On-air personalities may not voice or otherwise appear in political spots.

8. Schedules. Although the rates charged by the Station are based upon the use of 30-second spots, the Station will also reasonably try to accommodate requests for advertisements of non-standard lengths.

9. Make Good Policy. In the event of a missed spot, the Station will endeavor to make good in the same daypart within 3 days. If time prohibits making the spot good, (e.g., missed on last day before election) the Station will refund the cost of the missed spot to the purchasing entity as soon as practicable within 10 days in accordance with Station policy.

10. Election Day Orders. Political advertising will be accepted for Election Day.

11. Rebates. If a new lowest unit charge is established after a candidate's purchase has been made or run, the Station will rebate the overcharge within 10 days or will credit the overcharge to the candidate's future time purchases, as the candidate directs.

12. Local Public Inspection File. The rules and regulations of the FCC require that each station maintain and permit public inspection of certain records as to political advertising. The Public Inspection File for WVUA23 is maintained on the station's website at <http://wvua23.com/about-wvua-23/fcc-eeo/>, and is available 24 hours/day.

13. Station Contact. The Station's contact person for questions as to the Station's rates and other policies is:

**General Sales Manager, Angie Hughes at 205-348-2781.**



WVUA  
 Box 870120  
 Tuscaloosa, AL 35487

Committee to Elect Laura K. Gregory  
 3610 Watermelon Rd. Suite 104  
 Northport, AL 35473

**Contract # 6969**

**Schedule Dates:** 10/18/18-11/05/18  
**Advertiser:** Committee to Elect Laura K. Gregory (1839)  
**Agency:** Committee to Elect Laura K. Gregory (1218)  
**Product:** Political Candidate (1042)  
**Brand:** Political (1676)  
**Salesperson:** Cabaniss, Laura (1028)  
**Sales Office:** Tuscaloosa WVUA  
**Buyer Name:** /  
**Phone/Fax:** /  
**CPE:** N/A  
**Account Types:** Local/Political  
**Billing Type:** Calendar  
**Comments:**

**Date Entered:** 10/17/18  
**Last Modified:** 10/17/18  
**Entered By:** Michelle Wedgeworth  
**CO-OP:** No  
**Headline #:**  
**Demo:**  
**Order Type:** Normal  
**Package Deal:**  
**Commission %:** 15.00  
**Commission:** \$648.40  
**Net Total:** \$3,674.25  
**Sales Tax:**

Tuscaloosa (WVUA)		
By Calendar Month	Spots	Rate
Oct. 2018	37	\$3,467.65
Nov. 2018	17	\$855.00
<b>Grand Total:</b>	<b>54</b>	<b>\$4,322.65</b>

INCOMPLETE CONTRACT

Due to: Pending line Approvals (Contract is shown with Pending Workflow Approvals applied)

Line	Line Type / Break Type (Ref #)	Dates	Sec	Length	Run Times	SPW	Mo	Tu	We	Th	Fr	Sa	Su	Spots	Rate	Total	Station	Comments	Entered
1.0	Normal Line / SPOT	10/18/18-10/19/18	2	:30	21:51:17- WVUA 6P News - 2014	2				1	1			2	\$125.00	\$250.00	Tuscaloosa (WVUA)		10/17/18
2.0	Normal Line / SPOT	10/29/18-11/05/18	2	:30	21:51:17- WVUA 6P News - 2014	1	1	1	1	1	1			6	\$125.00	\$750.00	Tuscaloosa (WVUA)		10/17/18
3.0	Normal Line / SPOT	10/29/18-11/05/18	2	:30	21:52:55- 10PM NEWS 2014	1	1	1	1	1	1			7	\$120.00	\$840.00	Tuscaloosa (WVUA)		10/17/18
4.0	Normal Line / SPOT	10/18/18-10/19/18	2	:30	21:52:55- 10PM NEWS 2014	1				1	1			2	\$120.00	\$240.00	Tuscaloosa (WVUA)		10/17/18
5.0	Normal Line / SPOT	10/22/18-11/04/18	5	:30	Sell Pattern- 10% Bonus	15	X	X	X	X	X	X		30	\$0.00	\$0.00	Tuscaloosa (WVUA)		10/17/18
6.0	Normal Line / SPOT	10/19/18-10/21/18	5	:30	5A- 1A (CST)	1	X	X	X	X	X			3	\$0.00	\$0.00	Tuscaloosa (WVUA)		10/17/18
7.0	Normal Line / SPOT	10/22/18-10/26/18	2	:30	21:52:3- 5P NEWS 2014 *	1	X	X	X	X	X			1	\$75.00	\$75.00	Tuscaloosa (WVUA)		10/17/18
8.0	Normal Line / SPOT	10/22/18-10/26/18	2	:30	22:41:9- PAWN STARS 7PM	2	X	X	X	X	X			2	\$25.00	\$50.00	Tuscaloosa (WVUA)		10/17/18
Est 9.0	Unapproved (NewL) / SPOT	10/31/18-10/31/18	5	:01	2:30A- 3A (CST)	1		1						1	\$2,117.65	\$2,117.65	Tuscaloosa (WVUA)		10/18/18

CONFIRMATION CONTRACT

Accepted Agency/Advertiser: \_\_\_\_\_ Date: \_\_\_\_\_ Accepted Station: \_\_\_\_\_ Date: \_\_\_\_\_ Comments: \_\_\_\_\_

**THE UNIVERSITY OF ALABAMA**

**WVUA / WUOA**

**APPLICATION FOR CREDIT AND VENDOR INFORMATION**

Name as registered with the IRS: The Committee to Elect Laura K. Gregory  
Name as it appears on your social security card or SS-4 application

DBA (doing business as): \_\_\_\_\_  
Business name, if different from individual or parent company

Business Primary Contact: LAURA K. GREGORY

Business Address: 3610 Watermelon Rd. Suite 104 Northport, AL 35473

Business Telephone Number: 205 349-4044

Business E-Mail Address: Lauragregoryforprobate@gmail.com

**Taxpayer Identification Number:** Enter your 9-digit number that corresponds to the name entered above. For individuals, this is your social security number. For other entities, it is the employer identification number assigned by the IRS.

\_\_\_\_\_ OR 02 3765860  
Social Security Number Employer Identification Number

**Type of Entity** for IRS Tax Filing Purposes:

- Individual  Sole Proprietor  Corporation  LLC  Partnership  Government Agency
- Tax Exempt Entity – list type: \_\_\_\_\_
- Other (please explain): Political Action Committee

Principal Officer or Owner of the organization:

Name & Title: Laura K. Gregory

Are you or any of the officers/members/owners of your organization related to a UA Employee?  
 Yes  No spouse works @ UA

Are you or any of the officers/members/owners of your organization currently or previously employed by UA?  
 Yes  No

By signing this Application for Credit, I, as a representative of the entity, listed above, agree to the WVUA / WUOA Contract, Standard Terms and Conditions listed on the reverse of this form:

Laura K. Gregory  
Signature  
Laura K. Gregory  
Printed Name

10/16/2018  
Date

<b>For Office Use Only</b> (Please Circle One of Each)	
New Client	Update Existing Client
Direct Account	Agency Represented Acct
Calendar Billing	Broadcast Billing
Product Code: _____	Salesperson: _____

## WVUA / WUOA CONTRACT STANDARD TERMS AND CONDITIONS

The person, firm, or corporation identified on the face of this contract as contracting for television time (hereinafter called CUSTOMER) and the Board of Trustees of the University of Alabama, for and on behalf of WVUA-TV (hereinafter called STATION) hereby agree that this contract shall be governed by the following conditions:

### 1. PAYMENT AND BILLING

- (a) STATION will bill CUSTOMER monthly, unless otherwise provided on the face of this contract.
- (b) Invoices shall contain advertiser/brand, date and time of commercial announcement, cost and if commercial code identifying each commercial announcement is supplied by CUSTOMER, such code for each commercial announcement. STATION shall warrant that the information shown on invoice is true and correct and was taken from the official log maintained by STATION.
- (c) Payment by CUSTOMER on each invoice is due within 15 days after receipt of invoice by CUSTOMER. If any discrepant item(s) exist on invoice CUSTOMER shall, within 21 days after receipt of invoice send written notice of discrepant item(s) to STATION or waive the right to dispute such item(s). CUSTOMER will pay STATION for the expenses incurred by STATION to collect any unpaid invoices, including reasonable attorney's fees and court costs. Account is subject to late fees and credit bureau reporting.

### 2. TERMINATION

- (a) Announcements. Contracts may be cancelled upon 2 weeks prior notice, but no such cancellation shall be effective until 2 telecast weeks, as contracted for, have been telecast following receipt of such notice.
- (b) Programs. Contracts may be cancelled upon such prior notice as stated on the face of the contract.

### 3. RENEWAL

- (a) Announcements. Contracts may be renewed upon 14 days notice prior to expiration.
- (b) Programs. Contracts may be renewed upon such prior notice as stated on the face of the contract.

### 4. FAILURE TO TELECAST

- (a) If due to any cause beyond STATION'S control, there is an interruption or omission of any commercial announcement or program contracted to be telecast hereunder, STATION may suggest a substitute time period for the broadcast of the interrupted or omitted commercial announcement or program. If no such substitute time period, or makegood, is acceptable to CUSTOMER, STATION shall allow CUSTOMER 1) with respect to a program, a pro-rata reduction in the time and/or program charges hereunder in the amount of money assigned to such charges at time of purchase and 2) with respect to a commercial announcement, an acceptable makegood, or a reduction in the time charges equal to the amount of money assigned to the commercial announcement at time of purchase.

### 5. SUBSTITUTION OF PROGRAMS

- (a) STATION has the right to cancel any telecast or portion thereof covered by this contract in order to telecast any program which, in its absolute discretion it deems to be of public significance. In case of cancellation, STATION will notify CUSTOMER in advance but where such notice cannot reasonably be given STATION will notify CUSTOMER within 1 business day after such telecast has been cancelled.
- (b) If CUSTOMER and STATION cannot agree upon a satisfactory substitute day and time, the telecast time so pre-empted shall be deemed cancelled without affecting the rates, or rights provided under this contract, except that CUSTOMER shall not have to pay the cancelled STATION charges. However, if the program substituted by STATION is a sponsored program, STATION shall pay to CUSTOMER CUSTOMER'S actual pro rata non-cancelable costs incurred by CUSTOMER for the production of such program and the reasonable allocated costs for the cancelled program not usable for future scheduling.

### 6. RATES AND CHARGES

STATION reserves the right to increase rates, but no such increases shall be applied to telecasts under this contract unless the CUSTOMER is advised of such increase and its effective date and such increase is accepted by CUSTOMER.

### 7. PROGRAM AND COMMERCIAL MATERIAL

- (a) Unless otherwise noted on the face of this contract, all program material and all commercial announcement material shall be furnished by CUSTOMER. All expenses connected with the delivery of program material and commercial announcements to STATION, and with return therefrom, if return is directed, shall be paid by CUSTOMER. STATION shall retain program and commercial material for 90 days after last telecast and may destroy such material thereafter, unless otherwise instructed by CUSTOMER.
- (b) STATION is required to advise CUSTOMER by telephone and subsequently by written confirmation, if CUSTOMER furnished program or commercial material and

Scheduling Instructions do not arrive 3 business days in advance of telecast date. If such material and instructions do not arrive at STATION within 2 business days after STATION has notified CUSTOMER, STATION may either provide a makegood, or bill CUSTOMER for the time reserved. STATION will exert all reasonable effort to telecast material received from CUSTOMER despite late receipt.

- (c) If due to any cause beyond CUSTOMER'S control, CUSTOMER cannot provide commercial and/or program material prior to scheduled telecast hereunder, CUSTOMER shall not be liable to STATION. In such event STATION shall suggest a makegood for telecast of said commercial and/or program material. If no such makegood is mutually agreed upon, STATION shall credit CUSTOMER for the time and/or program charges hereunder in the amount of money assigned to the time period and/or program at time of purchase.
- (d) Telecast program and commercial material provided by CUSTOMER is subject to STATION approval and STATION may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality. In the event the program material is unsatisfactory, STATION shall notify CUSTOMER by telephone within 24 hours of receipt of program material and subsequently by written confirmation. Unless CUSTOMER furnishes satisfactory material by 3 business days in advance of telecast, STATION shall have the right to substitute its own program at no penalty to CUSTOMER. In the event the commercial material within the program is unsatisfactory, STATION shall notify CUSTOMER by telephone and subsequently by written confirmation, and unless CUSTOMER furnishes satisfactory material 2 business days prior to telecast date, this contract may be terminated by either party without penalty to either party.

### 8. TELECAST LIABILITIES

CUSTOMER agrees to indemnify, defend and hold STATION harmless against all liability resulting from the telecast of commercial material or program material furnished by CUSTOMER.

### 9. GENERAL

- (a) STATION'S obligations hereunder are subject to the licenses held by it and to applicable federal state and local laws and regulations.
- (b) STATION shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commercial material and other property furnished by CUSTOMER in connection with telecasts hereunder. STATION will not accept or process mail, correspondence or telephone calls in connection with telecasts except after STATION'S prior approval.
- (c) This contract, including the rights under it, may not be assigned or transferred without first obtaining the consent of STATION in writing; nor may STATION be required to telecast hereunder for the benefit of any other Advertiser than the one named on the face of this contract.
- (d) Failure of STATION or CUSTOMER to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision.
- (e) Any person signing this contract on behalf of an unincorporated association (e.g., a church or civic organization) hereby assumes joint and several personal liability for the obligations created hereunder.
- (f) This contract contains the entire agreement between the parties relating to the subject matter herein contained and no change in its terms and provisions shall be effective unless made in writing.
- (g) Any claim of CUSTOMER against STATION for breach of this contract or for any other claim must be presented to the Alabama State Board of Adjustment.
- (h) This contract shall be governed and interpreted under the laws of the State of Alabama without regard to its choice of law provisions.

### Nondiscrimination Notice

The WVUA TV nondiscrimination guidelines are the same as used by the University of Alabama. WVUA TV follows the same guidelines with regard to potential advertisers on the station. WVUA TV complies with applicable laws prohibiting discrimination, including Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, Executive Order 11246, Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, the Vietnam Era Veterans Adjustment Assistance Act, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, and the Genetic Information Nondiscrimination Act of 2008 and does not discriminate on the basis of genetic information, race, color, religion, national origin, sex, sexual orientation, age, disability or veteran status in admission or access to, or treatment of employment in, its programs and services or advertising on WVUA TV.



COMMITTEE TO ELECT  
LAURA K GREGORY  
3610 Watermelon Rd Ste 104  
Northport, AL 35473

1053  
61-1/620

DATE

10/16/18

CHECK AMOUNT

PAY TO THE ORDER OF

WVUAPY

\$ 3,674.25

THREE THOUSAND SIX HUNDRED SEVENTY-FOUR & 25/100 DOLLARS

THREE THOUSAND SEVENTY-FOUR & 25/100 DOLLARS



FOR TV Commercials

⑆00001053⑆ ⑆062000019⑆ 0261093777⑆

COPY  
Bank No 9878

