



Political Broadcast Agreement Form for Candidate Advertisements (PB-19)



Political Broadcast Agreement Form for Candidate Advertisements (PB-19)

This form may serve as a model agreement for the sale of political broadcast advertising time and to facilitate compliance with the Federal Communications Commission's (FCC) record retention requirements. Broadcasters seeking information on how the FCC's political broadcast rules and record retention requirements apply to their specific circumstances should seek the advice of their own attorney.

Please note:

You will be prompted to save this form after each entry of your electronic signature. Make sure to re-save the form if you enter any information after entering your electronic signature.

Produced and published by NAB's Legal department. Copyright 2020 National Association of Broadcasters.

Reproduction or publication of the contents, in whole or in part, without express permission is prohibited. No liability is assumed with respect to the use of the information contained herein.

A companion to this form is NAB's Political Broadcast Catechism. To assist with your understanding of the political advertising rules, an all-new Political Advertising Primer course will become available via Broadcast Education in March 2020.

Broadcast Education is NAB's home for online educational offerings, including live and on-demand webcasts, podcasts and certificate courses. For more information, visit education.nab.org.

NAB members have access to an array of member tools and benefits. To access additional member tools, please visit nab.org/MemberTools.

CANDIDATE ADVERTISEMENT AGREEMENT FORM

See Order for proposed schedule and charges. See Invoice for actual schedule and charges.

I, Patrick Belmont, hereby request station time as follows:

IDENTIFY CANDIDATE TYPE 

☐

FEDERAL CANDIDATE

☒

STATE OR LOCAL CANDIDATE

ALL QUESTIONS/BLOCKS MUST BE COMPLETED

Candidate name:

Patrick Belmont

Authorized committee:

Belmont4Utah

Agency requesting time (and contact information):

☒

N/A

Candidate's political party:

Democrat

Office sought (no acronyms or abbreviations):

Utah House of Representatives, District 3

Date of election:

November 8, 2022

☒

General

☐

Primary

Treasurer of candidate's authorized committee:

Patrick Belmont

The undersigned represents that:

(1) the payment for the broadcast time requested has been furnished by (check one box below):

☒

the candidate listed above who is a legally qualified candidate, or

☐

the authorized committee of the legally qualified candidate listed above;

(2) this station is authorized to announce the time as paid for by such person or entity; and

(3) this station has disclosed its political advertising policies, including applicable classes and rates, discount, promotion 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.

Candidate/Committee/Agency

Station Representative

Signature:

Signature:

Patrick Belmont

10/7/22



Name: Patrick Belmont

Name:

Lizbeth Cadima

Date of Request to Purchase Ad Time: 10/7/22

Date of Station Agreement to Sell Time: 10/7/22

Federal Candidate Certification:

The undersigned hereby certifies that the broadcast matter to be aired pursuant to this disclosure either (1) does not refer to an opposing candidate or, if it does, (2) contains a clearly identifiable photograph or similar image of the candidate for a duration of at least four seconds and a simultaneously displayed printed statement identifying the candidate, that the candidate approved the broadcast and that the candidate and/or the candidate's authorized committee paid for the broadcast or if radio programming, contains a personal audio statement by the candidate that identifies the candidate, the office being sought and that the candidate has approved the broadcast.

Candidate/Authorized Committee/Agency

Signature:

Name:

Date:

TO BE COMPLETED BY STATION ONLY

Ad submitted to Station?



Yes



No

Date ad received:

10/7/22

Note: Must have separate PB-19 Forms for each version of the ad (i.e., for every ad with differing copy).

Federal candidate certification signed (above):



Yes



No



N/A

Disposition:



Accepted



Accepted IN PART (e.g., ad copy not yet received to determine sponsor ID)*



Rejected – provide reason:

*Upload partially accepted form, then promptly upload updated final form when complete.

Date and nature of follow-ups, if any (e.g., insufficient sponsor ID tag):

Contract #:

Station Call Letters:

Date Received/Requested:

Est. #:

Station Location:

Run Start and End Dates:

Upload order, this form and invoice (or traffic system print-out) or other documents reflecting this transaction to the OPIF or use this space to document schedule of time purchased, when spots actually aired, the rates charged and the classes of time purchased or attach separately. If station will not upload the actual times spots aired until an invoice is generated, the name of a contact person who can provide that information immediately should be placed in the "Terms and Disclosures" folder in the OPIF.



DATE 10/7/22

ORDER #

NOTES:

DESCRIPTION	
EXACT TIMES	
NOTARIZED INVOICE	
NOTARIZED SCRIPTS	

TOTAL \$

ORDER SUMMARY	Dollars
FLIGHT TOTAL	\$ 1,470.00
EVENT/PACKAGE TOTAL	\$ 0.00
TOTAL ADVERTISING	\$ 1,470.00

1. This offer becomes a binding contract ("Agreement") upon signing by the parties below.
2. Advertiser authorizes Cache Valley Media Group, and/or affiliate stations and websites, to broadcast the above schedule and agrees to make payments by the fifteenth of the month following date of invoice. Should Advertiser become delinquent, Advertiser will pay a 1.5% service charge per month plus all collection costs and attorney fees, with or without suit.
3. Cache Valley Media Group, and/or affiliate stations and websites, shall have the right to cancel this contract upon default by Advertiser in the payment of invoices or other material breach. Upon cancellation, all broadcasting done hereunder and not paid shall become immediately due and payable at the earned rate.
4. Agreement subject to short rate, or rebate, by earned frequency. Advertiser represents, warrants, and agrees that unless specifically indicated otherwise, her/his obligations entered herein are personal.
5. Political, personal services, and/or entertainment advertising must be paid in advance.
6. Advertiser shall indemnify and hold Cache Valley Media Group, and/or affiliate stations and websites, and its agents, employees and officers, harmless against liability for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names or program titles, violation of rights of privacy and infringement of copyrights and proprietary rights resulting the broadcasting of broadcasts herein provided in the form furnished by advertiser. Advertiser warrants that all advertising copies submitted to Cache Valley Media Group, and/or affiliate stations and websites, will truly represent the product or services advertised and will be free of false claims or assertions. Advertiser is responsible for any legal fees resulting from the aforementioned actions.
7. Any checks returned to Cache Valley Media Group, and/or affiliate stations and websites, will result in a \$25.00 returned check fee.

Cache Valley Media Group, and its affiliate stations and companies, do not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race, national origin, ancestry, and/or ethnicity. Advertiser hereby certifies it is not buying broadcasting air time under this advertising sales contract for a discriminatory purpose, including but not limited to, decisions not to place advertising on particular stations on the basis of race, national origin, ancestry, and/or ethnicity.

Date _____