

# **POLITICAL BROADCAST ADVERTISING DISCLOSURE STATEMENT**

**WXLK (FM) “K92” CHR 92.3 ROANOKE-LYNCHBURG, VA**  
**WSLQ (FM) “Q99” A/C 99.1 ROANOKE-LYNCHBURG, VA**  
**WSLC (FM) “STAR COUNTRY” 94.9 ROANOKE-LYNCHBURG, VA**  
**WVBE (FM) 100.1/WVBB (FM) 97.7 “Vibe” ROANOKE-LYNCHBURG, VA**

## **WFIR NEWS TALK**

WFIR (AM) 960-ROANOKE, VA  
W233CK(FM) 94.5-TROUTVILLE, VA  
W297BC (FM) 107.3-ROANOKE, VA

## **“SPORTS RADIO” WPLY/WPLI**

WPLY (AM) 610-ROANOKE, VA  
WPLI (AM) 1390-LYNCHBURG, VA  
FM Translator 101.1-Roanoke, VA (W266CY)  
WVBE-FM 100.1 HD2-LYNCHBURG, VA  
FM Translator 98.5-Lynchburg, VA (W253BT)

## **“THE ROCK CHANNEL” WZZU**

WXLK (FM) 97.3 HD2-ROANOKE, VA  
FM Translator 97.3-Roanoke, VA (W247AD)

This Disclosure Statement is effective for the period beginning  
May 5, 2024-June 18, 2024

11/2023

Disclosure Statement No.1

**Section 1**

## INTRODUCTION

Thank you for your interest in purchasing political advertising on our Station(s): WXLK “K92”, WSLQ “Q99”, WSLC “Star Country”, WVBE “The VIBE”, WFIR, “Sports Radio” WPLY/WPLI and WZZU “The Rock Channel” FM 97.3.

It is our desire to furnish you complete information concerning our various advertising rates, policies, plans, and packages and to assist you in making an informed decision concerning the purchase of advertising on our Station(s). This Political Broadcasting Disclosure Statement (“Disclosure Statement”) is provided for that purpose.

We realize that the purchase of broadcast advertising time may be complex. We will be pleased to respond to your questions and to clarify, upon request; the various rate plans and policies described herein. All inquiries should be directed to:

**Cindy Rollison**  
**Local Sales Manager**  
**3934 Electric Rd. S.W.**  
**Roanoke, VA 24018**  
**540-774-9200 | Ext 613**  
[crollison@wheelermediasolutions.com](mailto:crollison@wheelermediasolutions.com)

**Nadra Scott**  
**VP GM Digital | Director of Sales**  
**3934 Electric Rd. S.W.**  
**Roanoke, VA 24018**  
**540-774-9200 | Ext 673**  
[nscott@wheelermediasolutions.com](mailto:nscott@wheelermediasolutions.com)

## Section 2 EQUAL OPPORTUNITY

The Station will afford “Equal Opportunity” within the meaning of the regulations of the Federal Communications Commission (“FCC”) to all legally qualified candidates for the same office.

## Section 3 THE LOWEST UNIT CHARGE

It is our policy and practice to extend for the “use” of the Station’s facilities by all “legally qualified candidates” during the forty-five (45) day period prior to a primary election and the sixty (60) day period prior to a general election (each of which is referred to as the “lowest unit charge period”) the “lowest unit charge” for each class of time that the Station extends to its most favored commercial advertisers for purchase of the same class of time for the same period.

A candidate is considered to be “legally qualified” if the candidate satisfies the requirements established for that purpose by the FCC.

A “use” of the Station is defined by the FCC as a candidate’s non-exempt appearance on the Station.

Accordingly, advertising which (1) does not include an appearance by the candidate in which the candidate is identified or is identifiable and (2) which is not scheduled to be broadcast during the

“lowest unit charge” periods, does not constitute a “use” within the meaning of the law. Such advertising does not qualify for the “lowest unit charge”.

#### **Section 4 REASONABLE ACCESS BY FEDERAL CANDIDATES**

Federal law affords candidates for Federal office “reasonable access” to “use” of a broadcast station’s facilities. We will afford “legally qualified” Federal candidates, i.e., candidates for President, Vice President, U.S. Senate and U.S. House of Representatives, “reasonable access” for the “use” of our facilities.

Qualified uses: Federal Candidates can air as many as one (1) Commercial announcement per hour on WSLQ, WSLC, WXLK, WVBE and the WZZU The Rock Channel 97.3. Candidates may air as many as two (2) per hour on WFIR and Sports Radio WPLY/WPLI.

\*\* Other limitations may apply within Sports Programming on WFIR and Sports Radio WPLY/WPLI.

All Candidate political ads must be completed by Tuesday at 6pm, on the respective primary or election date June 18, 2024.

#### **Section 5 ACCESS BY NON-FEDERAL CANDIDATES**

Candidates for State and Local office will be afforded access to the Station’s facilities subject to the time demands of Federal Candidates and our overall advertising availabilities. The Station(s) may find it necessary not to accept or to limit the amount and class of advertising by certain candidates for State and Local Offices.

Access by Non-Federal Candidates will be as follows:

WSLQ Q99, WXLK K92, WSLC Star Country: one (1) announcement per hour.

WFIR, Sports Radio WPLY/WPLI, WZZU The ROCK Channel: two (2) announcements per hour. \*\* Limits may apply within Sports Programming on WFIR and Sports Radio WPLY/WPLI.

#### **Section 6 HOW OUR ADVERTISING IS SOLD**

Our advertising rates are established on an individual basis with each advertiser and the rates vary depending on the class of time and overall market conditions, number of stations purchased and advertiser demand at the time the order is placed. These demand-driven rates will be extended to all political candidates to whom we sell advertising.

We offer to all advertisers the following classes of time: 1) Fixed/Non-Pre-emptible, 2) Pre-emptible with advance notice, 3) Pre-emptible with notice upon pre-emption 4) Immediately Pre-emptible without notice (Lowest Unit Charge).

**Non-Pre-emptible Or Fixed Announcements.** These announcements are guaranteed to air and will not be pre-empted.

**Pre-emptible With Notice Announcements.** These announcements are scheduled within a specific day-part or program. These rates are considered mid-range for a class of time sold by the Station. These announcements can be pre-empted by an advertiser offering a higher rate. However, the Candidate (or agent/agency) will be notified in advance of the pre-emption date.

**Pre-emptible Without Notice Announcements.** These announcements are scheduled within a specific day-part or program. These rates are considered mid-range for a class of time sold by the Station with the understanding, the Station can pre-empt announcements without advance notice. These announcements can be pre-empted by an advertiser offering a higher rate. However, the Candidate (or agent/agency) will be notified upon the pre-emption, normally the day of pre-emption.

**Immediately Pre-emptible.** For this class of time these announcements may be preempted without advance notice at any time if another advertiser desires to buy the time by paying a higher price. These announcements carry the risk of preemption by all other classes of time sold by the Station, and, consequently, are the least expensive of all classes of time offered by the Station. Make goods are not guaranteed.

We will, upon request, provide you with an estimate of the likelihood of preemption when your order is placed.

## **Section 7 TIME UNITS AVAILABLE**

We sell spot advertising time to candidates in 10, 15, 30 and 60 second units with the exception of “Sports” programming in which only :30 or :60 Second lengths may be available.

Although we do not routinely sell time in units of more than 60 seconds duration, requests by political candidates to purchase longer form program time will be evaluated on a case-by-case basis. We request that you inform us if you are interested in purchasing longer form program time, and we will review with you the availabilities and rates that would be applicable both outside and within the “lowest unit charge” periods.

## **Section 8 PREEMPTION PRIORITY FOR THE SAME CLASS OF TIME**

In the event our sales orders for the same class of announcements for the same time period should exceed the Station’s available inventory, we will, subject to the “reasonable access” requirements

for Federal candidates, establish a scheduling priority for the announcements on the following basis:

1. Outside the “lowest unit charge” periods priority will be given to the schedule of announcements purchased by the advertiser that has purchased, in the aggregate, the largest dollar volume of advertising. In the event two or more Advertisers have purchased the same dollar volume, the advertiser whose order was purchased first will be afforded priority.
2. During the “lowest unit charge” periods, political advertisements qualifying for the “lowest unit charge” will be afforded scheduling parity with advertisements purchased by the Station’s most favored commercial advertisers. In the event the purchase orders of a commercial and political advertiser should be considered equal under these criteria, a political advertiser will be afforded priority. In the event the purchase orders of two or more political advertisers should be considered equal under these criteria, the candidate whose order was placed first will be afforded priority.

### **Section 9 MAKE GOOD POLICY**

In the event a pre-emptible schedule announcement is preempted, we will attempt to provide a “make good” announcement in a comparable time period(s) to achieve an audience level comparable to that which might have been estimated or projected by us when the order was placed. In these circumstances, if a suitable make good announcement cannot be broadcast, we will issue a rebate or credit as the advertiser may elect.

### **Section 10 CURRENT LOWEST UNIT CHARGE RATE**

The rates listed in Attachment B constitute, as of the current date, the “lowest unit charge” rates for the various classes and units of time in the same time periods described above. These rates apply during the forty-five (45) day and sixty (60) day “lowest unit charge” periods prior to each election.

### **Section 11 PACKAGE PLANS**

Attachment C contains a description of our various commercial advertising package plans. This attachment reflects the rates available to “legally qualified” “candidates” both outside and within the “lowest unit charge” periods. We encourage you to consult us to determine if any of the plans would be appropriate for your advertising needs.

**Section 12**  
**NON-CASH MERCHANDISING AND**  
**PROMOTIONAL ADVERTISER INCENTIVES**

The Station may offer various non-cash merchandising and promotion incentives to commercial advertisers. However these are instances where these incentives are not available to political advertisers: (1) where the value of such merchandise is *de minimus* or (2) where the non-cash incentive plans or promotion reasonably imply a relationship between the Station and the advertiser.

**Section 13**  
**AGENCY AND CANDIDATE COMMISSIONS**

The Station customarily provides a fifteen percent (15%) discount for advertising purchases made by an Advertising Agency. Political candidates and authorized campaign committees who purchase time for a “use” during the “lowest unit charge” period without an Advertising Agency will be extended a fifteen percent discount.

**Section 14**  
**PRODUCTION CHARGES**

Charges for the production of political advertising will not exceed comparable production charges made to commercial advertisers. If you are interested in having us produce a political ad, we encourage you to let us know and we will provide you with rate information. In order to prevent the appearance that our Station supports or favors any political candidate, we do not allow our on-the-air talent to appear in any political advertising.

**Section 15**  
**SEPARATION OF COMPETITIVE POLITICAL ADVERTISEMENTS**

The Station’s policy is to attempt, where possible, to separate competitive political advertisements. However, that may not always be possible, and the Station does not promise or warrant that competitive announcements will be separated.

## **Section 16 SPONSORSHIP IDENTIFICATION**

All political advertisements must fulfill sponsorship identification requirements as established by the FCC. The rule requires specific identification of the person or group sponsoring the political announcement. It must state and identify the “person” or “group” and who the broadcast is “paid for” by.

Radio - The advertisement for a candidate to qualify as a “use” and earn Lowest Unit Charge consideration must include the candidate’s voice in the commercial. He or She identifying himself/herself and stating that he or she has approved the message and that the candidate and/or the candidates authorized committee has paid for the broadcast. If the broadcast refers to an opposing candidate in any manner it must also identify the office being sought.

## **Section 17 ORDERING DEADLINES**

- The Station’s ordering deadlines for content airing Tuesday through Friday are as follows:  
**A minimum of 48 hours in advance.**
  
- The Station’s ordering deadline for content airing Saturday through Monday are as follows:  
**By 12 Noon on Thursday, preceding the weekend.**

The Station’s regular ordering deadlines may be waived, where appropriate, to provide “equal opportunity” to political candidates or to provide federal candidates with “reasonable access”.

## **Section 18 WHOM TO CONTACT**

Political advertisers interested in ordering time should contact:

**Cindy Rollison or Nadra Scott**  
**3934 Electric Road, SW**  
**Roanoke, VA 24018**  
**540-774-9200**

**Section 19**  
**CREATIVE SPECIFICATIONS**

- To be compatible with the Station's broadcast equipment, pre-produced commercials must be on Compact Disc or sent electronically in MP3 file format.
- Stations offer "Studio Rentals" and Producer via appointment. A net fee of \$75 per hour, minimum purchase of one hour.

**Section 20**  
**CD'S, COPY AND INSTRUCTION DELIVERY**

- CD's, scripts and/or instructions should be delivered to the following address:

3934 Electric Road S.W.  
Roanoke, Virginia 24018  
**Fax: 540.774.5667**

- Creative can also be sent electronically, in MP3 file format, to the following e-mail addresses. Messages must clearly identify the advertiser with instructions and station(s) on which the creative is to air:

EMAIL: [traffic@wheelermediasolutions.com](mailto:traffic@wheelermediasolutions.com)

COPY TO: [callen@wheelermediasolutions.com](mailto:callen@wheelermediasolutions.com) & [sbreeding@wheelermediasolutions.com](mailto:sbreeding@wheelermediasolutions.com)

**Section 21**  
**PAYMENT AND CREDIT POLICY**

The Station requires political advertisers to pay for advertising by check, cashier's check or cash prior to broadcast airing.

**Section 22**  
**STATION'S RIGHT TO RECAPTURE TIME**

We reserve the right to cancel or adjust the amount of time sold on the Station to accommodate special program or advertising preemptions, or because of technical difficulties or labor disputes, or for other reasons beyond the control of the Station, or where necessary to enable the Station, pursuant to the Communications Act of 1934, to satisfy the "equal opportunity" requirements of all legally qualified federal political candidates and the "reasonable access" requirements of all legally qualified federal political candidates. Where such cancellations or modifications are necessary, advertisers will be advised and rebates, credits, schedule changes or other adjustments will be made as may be appropriate.



**Section 23**  
**DISCLOSURE STATEMENT IS NOT AN OFFER TO SELL**

This Disclosure Statement does not constitute an offer to sell time, nor is it a contract; rather it is a statement of the policies, which this Station, in good faith, attempts to follow in connection with the sale and placement of political broadcast advertising. The terms of any actual sale of time are contained in our sale contracts and none of the matters contained in this Disclosure Statement are incorporated by reference in the sale contract.

**Section 24**  
**FURTHER INFORMATION**

We will be pleased to provide, upon request, further information about our rates, advertising policies, advertising packages, and advertising plans. We encourage prospective political advertisers to inquire. It is our desire to furnish all appropriate information to those interested in purchasing political advertising on the Station to assist you in communicating your message within our service area.

*Mel Wheeler, Incorporated does 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 or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast 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 or ethnicity.*