



**DISCLOSURE STATEMENTS AND RELATED MATERIALS  
INFORMATION CONCERNING POLITICAL ADVERTISING POLICIES  
OF TELEVISION STATIONS ABC17/KMIZ, FOX22/KQFX, Me-TV/KMIZ 17.2,  
MyZouTV/KMIZ 17.3**

The following describes the political advertising policies of TV Station ABC17/KMIZ, FOX22/KQFX, Me-TV/KMIZ 17.2, MyZouTV/KMIZ 17.3, adopted in compliance with requirements of the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission. These policies apply to purchases of advertising time for “use” by legally qualified political candidates. A political advertisement or program involves a “use” if it includes the recognizable voice or image of the candidate. Candidates may be asked to demonstrate that they are legally qualified. All federal candidates must comply with the requirements of the Bipartisan Campaign Reform Act of 2002 as they may be applicable at the time a candidate advertisement airs.

**SPOT ANNOUNCEMENT TERMS AND CONDITIONS**

During the 45-day period before a primary election and the 60-day period before a general or special election (the “Pre-Election Window”), the Station will sell spot announcement time to political candidates on the same terms and conditions, including discount and other privileges, as available to its most favored commercial advertisers. Pursuant to the Bipartisan Campaign Reform Act of 2002, no federal candidate will be offered the station’s lowest unit charge unless the candidate provides the station with a certification that the candidate (and any authorized committee of the candidate) has not and will not make any direct reference to another candidate for the same office in any broadcast unless the broadcast complies with Section 315(b)(2)(C) of the Communications Act as amended by the Bipartisan Campaign Reform Act of 2002.

**CLASSES OF TIME**

**Class 1: Fixed and Non-Preemptible**

Commercials sold in this class of time are placed in a specific program on a specific day or horizontal rotation and, when confirmed, are non preemptible and are guaranteed to air in the program ordered. This class is required to preempt any commercial from another class.

**Class 2: Preemptible with notice**

Commercials sold in this class of time are placed in a specific program on a specific day or horizontal rotation and can be preempted with 72 hours notice by a Class 1 fixed commercial.

**Class 3: Immediately Preemptible**

Commercials sold in this class of time are placed in a specific program on a specific day or horizontal rotation and can be preempted without notice by a higher class of time commercial. All preemptions take place on a basis by class of time (lowest to highest). Likelihood of preemption is dependent on the inventory demand in any given week. Candidates and/or their agencies may call station management for its best-guess likelihood of preemption percentage

before placing a time buy, although as conditions change, no guarantees can be made.

#### **Class 4: Run Of Schedule- Immediately Preemptible**

Commercials sold in this class of time are placed in a very broad day part and horizontal rotation and can be preempted without notice by a higher class of time commercial.

All preemptions take place on a basis by class of time (lowest to highest). R.O.S. rotators are bumped around throughout the day part specified and typically fall in programs with much less demand. R.O.S. rotators are not available on all stations and in all day parts. Likelihood of preemption is dependent on the inventory demand in any given week. Candidates and/or their agencies may call station management for its best-guess likelihood of preemption percentage before placing a time buy, although as conditions change, no guarantees can be made. When preemptions occur with this class of time, make goods can be offered for not only the day part specified, but on other stations and in other day parts that would deliver similar audiences.

Station determines lowest unit rates by week. New rate cards will be published on a weekly basis if and when changes occur. Classes of time listed on rate card are based on equivalent :30 units. Additional classes of time (i.e. direct response, various rotations, paid programs) are available upon request.

#### AGENCY COMMISSION

All commercials and programs are fully commissionable to recognized agencies at 15%. Candidates who purchase time without use of an agency will be extended a 15% discount.

#### NON-ELECTION WINDOW

If candidates purchase time for broadcast outside the statutory election window, rates and conditions of sale will be comparable to those charged and applied to commercial advertisers. Avails and rates will be provided to candidates for these periods on the same basis as to commercial advertisers. Candidates are not entitled to the lowest unit charge for time purchased for use outside statutory election windows but will be sold time at rates comparable to those paid by commercial advertisers. Volume discounts and similar discount privileges are available to candidates only on the same basis they are available to commercial advertisers during those periods. Rebates will be available only if required by equal opportunities and comparable rate requirements. The Station's policies concerning make-goods, the availability and pricing of package plans and other sales practices will be applied to political advertisers during non-window periods on the same basis as to commercial advertisers. Candidates purchasing time for broadcast outside of election windows should inquire if they have additional questions about the Station's policies during these periods.

#### EQUAL OPPORTUNITY/REASONABLE ACCESS

During election windows, all station sales of time for use by political candidates are subject to federal equal opportunities and reasonable access requirements. The Station reserves the right to recapture spot time sold to a candidate to meet equal opportunities or reasonable access requirements of the Communications Act of 1934, as amended. If the station recaptures spot time, the candidate will be advised as soon as practicable and an appropriate refund will be issued.

#### PAYMENT

All orders require payment in advance of any commercial airing. All political advertisers must provide complete information concerning the entity or individual that is paying for the advertisement, including the identity of its treasurer, chief executive officers and/or members of

its executive committee or board of directors.

### MAKEGOODS/REFUNDS

The Station will endeavor to provide makegoods that are of similar value to those preempted due to the nature of the class of time purchased. If no makegoods are agreed upon, a refund will be issued or candidate may take a credit towards an upcoming advertising purchase.

### REBATES/CREDITS

The lowest unit charge is the lowest :30 equivalent per-spot price paid for the same class and amount of time during the same time period. In calculating the lowest unit charge, the Station will take into account rates for spots which are sold as part of packages. Current estimates of the lowest unit charge are listed on the current Political Rate Card. Station will examine these rates on a weekly basis and if it is determined a candidate has been overcharged, a rebate will be issued or a credit may be taken towards an upcoming advertising purchase.

### PRODUCTION

All advertising contracts and production materials should arrive at the Station 48 working hours in advance of broadcast in order to ensure compliance with sponsorship identification requirements, station technical standards and the provisions of this policy. Weekend copy changes must be at the Station before 3pm on the preceding Friday. The Station is available to produce commercials for Candidates. Rates will be based on production requirements using the standard production rate card.

### SPONSORSHIP IDENTIFICATION

Station expects all federal candidates to comply with the requirements of the Bipartisan Campaign Reform Act of 2002 as they may be applicable at the time a candidate advertisement airs. These requirements include new sponsorship identification requirements. It is the responsibility of the Candidate, and not the Station, to ensure that each candidate ad complies with applicable federal requirements. At a minimum, all political announcements and programs must include a sponsorship identification announcement which fully and accurately identifies the organization or individual which has paid for the commercial, using the terms "paid for by" or "sponsored by." Such sponsorship identification must be visual, must last at least four seconds, and must use letters which are all at least 4% of vertical picture height. If an announcement or program does not include the required sponsorship identification, the Station will add the necessary information and charge the candidate production charges in accordance with its practices applicable to commercial advertisers. For a federal candidate to receive lowest unit charge, all advertisements that refer to opposing candidates must contain a printed statement that is displayed with a candidate picture. The printed statement must identify the candidate, state that the candidate approved the broadcast, and state that the candidate and/or the candidate's authorized committee paid for the broadcast.

### CAMPAIGN REFORM ACT of 2002

Federal candidates must provide the station with a certification that they (and their authorized committee) have not and will not make any direct reference to another candidate for the same office in any broadcast unless the broadcast complies with Section 315(b)(2)(C) of the Communications Act as amended by the bipartisan Campaign Reform Act of 2002. This certification must be provided before the Election Windows if the candidate intends to receive

statutory lowest unit charge benefits inside of the Election Windows, and should be provided with the first order whenever possible.

### LOSS OF SIGNAL

Unless the stations' studio facility loses its main and auxiliary power, there is never a time where we are not transmitting a signal, meaning we are airing both regular programming and commercials as ordered. Due to having a fiber optic cable connection to the major cable head ends. No rebates or refunds will be offered unless the stations' studio facility loses both its main and auxiliary power.

### DISPUTES

The Communications Act of 1934, as amended [the "Act"], establishes certain requirements for the sale of broadcast advertising time for use by or on behalf of political candidates. The Federal Communications Commission ["FCC"] has adopted rules and policies to implement those requirements and asserted its exclusive jurisdiction to enforce the Act. Complaints concerning the sale of political advertising by the Station should therefore be filed with the FCC, subject to judicial appeal as provided by the Act. In order to ensure that material necessary to resolution of disputes is maintained political advertisers should file complaints with the FCC concerning the Station's political practices and policies promptly. The FCC's resolution of such complaint(s), subject to such judicial review as is provided by the Act, provides the sole and exclusive remedy for such complaints.

### OTHER MATTERS

The Station maintains a public inspection file at 501 E. Business Loop 70, Columbia MO, 65201, which includes certain required information concerning political advertising. This file is available for public inspection and copying (.50 per copy) during normal business hours (M-F, 8am-5pm)

### ELECTION DAY

The Station will allow Candidate ads up to 7pm on Election Day.

### ACKNOWLEDGEMENT

All political advertisers are asked to execute the attached "Acknowledgment of Political Broadcasting Policies of TV Stations"

**ACKNOWLEDGMENT OF POLITICAL BROADCASTING POLICIES OF  
TELEVISION STATIONS ABC17/KMIZ, FOX22/KQFX, Me-TV/KMIZ 17.2,  
MyZouTV/KMIZ 17.3**

This will acknowledge receipt of "Information Concerning Political Advertising Policies" for ABC17/KMIZ, FOX22/KQFX, Me-TV/KMIZ 17.2, MyZouTV/KMIZ 17.3,. I agree that all purchases of advertising time on ABC17/KMIZ, FOX22/KQFX, Me-TV/KMIZ 17.2, MyZouTV/KMIZ 17.3, which I make by or on behalf of legally qualified political candidates, will be made subject to the Stations' Political Broadcasting Policies.

I acknowledge that I have been informed to my satisfaction concerning the classes of time which are available to advertisers, including lowest unit charge by class and preemption policy. I realize I may ask for additional information on rotations that may be made available. I will follow all policies regarding payment and tape delivery.

I recognize that the Federal Communications Commission ["FCC"] has asserted its exclusive jurisdiction under the Communications Act of 1934, as amended [the "Act"], with respect to all disputes concerning purchases of advertising time by or on behalf of legally-qualified political candidates, specifically including all disputes concerning charges for candidates' "uses" of Station facilities. I acknowledge that all such disputes will therefore be governed exclusively by the Act, and the rules and policies of the FCC, and must be resolved exclusively before the FCC, subject to such judicial review as is provided for by the Act. In order to ensure that material necessary to resolution of such disputes is maintained any such complaint should be filed with the FCC promptly.

I certify that all advertising purchased by me for broadcast on the Station will include my recognizable voice or image. Unless I am a candidate for federal elective office, I agree to indemnify and hold the Station harmless from and against any and all damages and liability, including reasonable attorneys' fees, which may be assessed against the Station as the result of its broadcast of advertising not involving a "use" by me which I purchase.

If I am an agent acting on behalf of a candidate, I certify that I have made full disclosure to the candidate of the information provided to me by the Station concerning its political advertising policies, and, if not, that I have been specifically authorized by the candidate to purchase advertising time on the Station on his or her behalf without the need to make such full disclosure. I further represent that all advertising which I purchase on the candidate's behalf will include the candidate's recognizable voice or image. Unless I am acting on behalf of a candidate for federal elective office, I further represent that the candidate agrees to indemnify and hold the Station harmless from and against any and all damages and liability, including reasonable attorneys' fees, which may be assessed against the Station as the result of its broadcast of advertising not involving a "use" by the candidate which I purchase on the candidate's behalf. I further represent that I am authorized by all candidates on whose behalf I purchase time to agree to the terms and conditions set forth herein.

By: \_\_\_\_\_

On Behalf Of: \_\_\_\_\_

Date: \_\_\_\_\_

**PLEASE SIGN AND FAX THIS BACK TO OUR STATIONS AT 1- (573) 875-7078**



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**ADDENDUM 1.0**

**The Station will have personnel available during normal business hours Monday – Friday  
8am – 5pm.**

**CONTACTS AND PHONE NUMBERS FOR THE STATION**

**Curtis Varns – General Manager Office (573) 777-3717 Cell (573) 228-1703**

**Doug Rhoades – Director of Sales Office (573) 777-3701 Cell (602) 952-1919**

**Sherri Carinder – National Sales Coordinator Office (573) 777-3709 Cell (573) 476-4881**

**Cindy Clark – Director of Traffic Office (573) 777-3707 Cell (660) 888-0525**

**ELECTION DAY**

**The Station will allow Candidate ads up to 7pm on Election Day**

**Presidential Preference 3/10/2020**

**General Municipal 4/7/2020**

**Primary 8/4/2020**

**General 11/3/2020**