



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



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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.

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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](https://www.nab.org/education).

NAB members have access to an array of member tools and benefits. To access additional member tools, please visit [nab.org/MemberTools](https://www.nab.org/MemberTools).

CANDIDATE ADVERTISEMENT AGREEMENT FORM

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

I, Barbara Ehardt, hereby request station time as follows:

IDENTIFY CANDIDATE TYPE 

☐

FEDERAL CANDIDATE

☐

STATE OR LOCAL CANDIDATE

ALL QUESTIONS/BLOCKS MUST BE COMPLETED

Candidate name:

Barbara Ehardt

Authorized committee:

Committee to Elect Barbara Ehardt

Agency requesting time (and contact information):

☐ N/A

Candidate's political party:

Republican

Office sought (no acronyms or abbreviations):

Representative District 33A

Date of election:

November 3, 2020

☒

General

☐

Primary

Treasurer of candidate's authorized committee:

Clay Murdoch

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:

Barbara Ehardt

Name:

Barbara Dee Ehardt

Date of Request to Purchase Ad Time: 10-27-2020

Signature:

Name:

Date of Station Agreement to Sell Time:

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 ONLYAd submitted to Station? ☐ Yes ☐ No Date ad received: _____**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.

Rich Broadcasting
 1406 Commerce Way
 Idaho Falls, Idaho 83401
 Phone: (208) 524-5900
 Email: billing@richbroadcasting.com



Rich
 broadcasting

Barbara Dee Ehardt
 961 J Street
 Idaho Falls, ID 83402

Advertiser: Barbara Dee Ehardt
 Order #: 2542620641417
 Date Entered: 10/26/2020
 Last Modified: 10/26/2020
 Product:
 Salesperson: Sandie Fulks
 Billing Cycle: Calendar Month
 Estimate #:

Order Date Range: 10/28/2020 through 11/03/2020

On-Air Schedule

#	Start Date	End Date	Station	Time/Program	Length	Mo	Tu	We	Th	Fr	Sa	Su	Rate	Qty	Total
1	10/29/20	11/03/20	KID-AM	06:00AM-07:00PM	00:01:00	4	4	--	4	4	--	--	28.00	16	448.00
2	10/28/20	11/03/20	KWFI-FM	06:00AM-07:00PM	00:01:00	5	5	5	5	5	--	--	14.00	25	350.00
3	10/28/20	11/03/20	KLLP-FM	06:00AM-07:00PM	00:01:00	6	5	5	5	5	--	--	10.00	26	260.00
4	10/28/20	11/03/20	KPKY-FM	06:00AM-07:00PM	00:01:00	6	5	5	5	5	--	--	10.00	26	260.00

Station Totals

Station	On-Air Count	Digital Count	Web Count	Other Count	Gross Billing	Discount	Net Billing
KID-AM	16	0	0	0	\$448.00	\$0.00	\$448.00
KWFI-FM	25	0	0	0	\$350.00	\$0.00	\$350.00
KLLP-FM	26	0	0	0	\$260.00	\$0.00	\$260.00
KPKY-FM	26	0	0	0	\$260.00	\$0.00	\$260.00
Totals	93	0	0	0	\$1,318.00	\$0.00	\$1,318.00

Total Charges: \$1,318.00
 Buyer Discount: \$0.00
 Total Net: \$1,318.00

For the purpose of these standard terms and conditions, the person(s), firm or corporation contracting for broadcast time under the agreement, of which these terms and conditions form a part (the Agreement), whether as principal (the "Advertiser") or as agent (the "Agency"), is deemed to be duly authorized for all purposes relating to this Agreement. If an Agency is or has accepted this Agreement on behalf of an Advertiser, the Agency confirms that it is authorized to bind the Advertiser and the Advertiser and the Agency shall be jointly and severally liable for all obligations under this Agreement. The Advertiser/Agency (hereinafter, the "Purchaser") and the radio station accepting this Agreement (the "Station") hereby agree to the following terms and conditions. Where the agreement is for Advertisements in the form of regular commercial inventory, such agreement may be terminated by either party giving the other at least Two (2) broadcast weeks written notice. Where the agreement is for Advertisements in the form of sponsorship/feature, such agreement may be terminated by either party giving the other at least Four (4) weeks written notice. Verbal notice is acceptable if confirmed in writing within Seven (7) days. The Purchaser shall provide the Station with the script, recording or instructions concerning the content of commercial advertisements, in writing, at least Two (2) business days prior to the broadcast of said commercial messages. In case of failure to do so, the Station may, at its discretion, broadcast other Advertisements for the Purchaser to the best of the knowledge of its agents or employees (the Substitute Ads). The Purchaser releases the Station of any claim arising from the broadcast of the Substitute Ads. Any creative and original ideas such as: scripts, produced commercials, testimonials, designs, etc., is the property of the Station, thereby the Station maintains the exclusive right to these works. Any redistribution or reproduction of part or all of the contents is strictly prohibited other than the Purchaser reimbursing the station for the work and paying for the rights of use. The Purchaser may not, except with the Station's expressed written permission, distribute or commercially exploit the content. Nor may the Purchaser store it on any website or any other form of electronic retrieval device. The Purchaser agrees to pay for the services contracted for herein within thirty (30) days of the date the invoice is rendered to the purchaser. The Purchaser can opt to receive a two percent (2%) discount if the invoice is paid within ten (10) calendar days of the date the invoice is rendered to the purchaser. Purchasers with established relationships and have approved credit applications may also opt to prepay for services and receive a two percent (2%) discount to the contract amount. The Purchaser agrees to defend, indemnify and save harmless the Station, its parent, related and affiliated companies, its officers, directors, shareholders, agents, servants and employees, against all or any claims, damages, liabilities, costs and expenses of any nature whatsoever whether accrued, absolute, contingent or otherwise, including without limitation legal fees and costs for defamation or trade practice, illegal competition, infringement of trademarks, trade names or program titles, violation of rights of privacy, infringements of copyrights and proprietary titles, failure to secure synchronization rights, and all other claims and demands liabilities and costs resulting from the broadcast of any material furnished by, or for, the Purchaser. The Station shall indemnify and save harmless the Purchaser against all such liability described in subparagraph (a) above on material furnished solely by the Station, and in the case of material furnished by Purchaser or musical compositions performed in non-dramatic form, the restricted right for performance of which is licensed for broadcasting by a music licensing corporation, of which Station is a licensee. For full terms and conditions please contact your account representative or the business office at billing@richbroadcasting.com.

Projected Billing By Calendar Month

<u>Month</u>	<u>Year</u>	<u>Gross Billing</u>	<u>Net Billing</u>
October	2020	\$734.00	\$734.00
November	2020	\$584.00	\$584.00
Totals		\$1,318.00	\$1,318.00