



# Political Broadcast Agreement Form for Non-Candidate/Issue Advertisements (PB-19)



## Political Broadcast Agreement Form for Non-Candidate/Issue 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).



## ISSUE (Non-candidate) ADVERTISEMENT AGREEMENT FORM

I, Emily Wurth, hereby request station time as follows: See **Order** for proposed schedule and charges. See **Invoice** for actual schedule and charges.

**Check one:**

Ad "communicates a message relating to any political matter of national importance" by referring to (1) a legally qualified candidate for federal office; (2) an election to federal office; (3) a national legislative issue of public importance (e.g., health care legislation, IRS tax code, etc.); or (4) a political issue that is the subject of controversy or discussion at the national level.

Ad does NOT communicate a message relating to any political matter of national importance (e.g., relates only to a state or local issue).

### ALL QUESTIONS/BLOCKS MUST BE COMPLETED

Station time requested by: American Business Immigration Coalition Action

Agency name: Direct (See Below)

Address:

Contact: \_\_\_\_\_ Phone number: \_\_\_\_\_ Email: \_\_\_\_\_

**Name of advertiser/sponsor (list entity's full legal name as disclosed to the Federal Election Commission [for federal committees] with no acronyms; name must match the sponsorship ID in ad):**

Name: American Business Immigration Coalition Action

Address: 1805 S Ashland Ave, Chicago, IL 60608

Contact: Emily Wurth Phone number: 618-315-0796 Email: emily@abicaction.org

Station is authorized to announce the time as paid for by such person or entity.

List ALL of the chief executive officers or members of the executive committee or board of directors or other governing group(s) of the advertiser/sponsor (Use separate page if necessary.):

Sam Scott, Interim President  
William Kunkler, II - Treasurer  
Josua Hoyt - Secretary  
Rebecca Shi - Executive Director

By signing below, advertiser/sponsor represents that those listed above are the only executive officers, members of the executive committee and board of directors or other governing group(s).

If ad refers to a federal candidate(s) or federal election, list ALL of the following:  N/A

Name(s) of every candidate referred to: NA

Office(s) sought by such candidate(s) (no acronyms or abbreviations): NA

Date of election: NA

Clearly identify EVERY political matter of national importance referred to in the ad (no acronyms); use separate page if necessary:  N/A

Farm Workforce Modernization Act

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

The advertiser/sponsor agrees to indemnify and hold harmless the station for any damages or liability, including reasonable attorney's fees, which may arise from the broadcast of the above-requested advertisement(s). For the above-requested ad(s), the advertiser/sponsor also agrees to prepare a script, transcript or tape, which will be delivered to the station by the log deadlines outlined in the station's disclosure statement.

Advertiser/Sponsor	Station Representative
Signature: <i>Rebecca Shi</i>	Signature: <i>Matthew Caruso</i>
Name: <b>Rebecca Shi</b>	Name: <b>Matthew Caruso</b>
Date of Request to Purchase Ad Time: <b>12/2/2022</b>	Date of Station Agreement to Sell Time: <b>12-5-2022</b>

**TO BE COMPLETED BY STATION ONLY**

Ad submitted to station?  Yes  No Date ad received: 12/5/2022

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

If only one officer, executive committee member or director is listed above, station should ask the advertiser/sponsor in writing if there are any other officers, executive committee members or directors, maintain records of inquiry and update this form if additional officers, members or directors are provided.

Disposition:

- Accepted
- Accepted IN PART (e.g., ad not received to determine content)\*
- Rejected – provide reason (optional):

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

Date and nature of follow-ups, if any:

Contract #: <b>203657</b>	Station Call Letters: <b>WMIKX-FM / WJNG-FM</b>	Date Received/Requested: <b>12/5/2022</b>
Est. #: <b>203657</b>	Station Location: <b>BROOKVILLE/JOHNSONBURG</b>	Run Start and End Dates: <b>12/5/2022 - 12/25/2022</b>

**For national issue ads only (not required for state/local issue ads):**

Upload order, this disclosure form and invoice (or traffic system print-out) or other material 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 (including date, time, class of time and reasons for any make-goods or rebates) 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.





# Contract Revision

Order #	203657	Ver #	2	Rev #	2	# Wks	3	Page #	1
Date	12/15/22	Time	4:30:17PM	Start	12/15/22	End	12/25/22		
Advertiser	American Business Immigration								
Product	American Business Immigration								
Salesperson	Office New York								
Sales Office	New York								
Demos	A18+								
Agency Phone #	See Summary								

American Business Immigration

tba

Line #	Vehicle	Days & Times	Sep 26	Oct 3	Oct 10	Oct 17	Oct 24	Oct 31	Nov 7	Nov 14	Nov 21	Nov 28	Dec 5	Dec 12	Dec 19	Dec	Total Units	Len	Avg Rtg	GRP	Avg Aud*	Gross Impr*	% Dist					
7	B.A.E AM Total GRPs	MF 6A-10A	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	2.0	1.0	1	5	30	5.0	2607.0	13035.0	15.5						
8	B.A.E MD Total GRPs	MF 10A-3P	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.2	2.2	1.1	1	5	30	5.6	2883.2	14416.0	17.2						
9	B.A.E PM Total GRPs	MF 3P-7P	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.7	1.7	0.9	1	5	30	4.3	2229.4	11147.0	13.3						
18	B.A.E ROS Total GRPs	MS 6A-12M	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	4.0	0.0	0	8	30	4.7	1519.5	12156.0	14.5						
20	B.A.E ROS Total GRPs	Mo-Fr 6AM-12M	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.8	3	3	30	1.8	1519.5	4558.5	5.4						
24	B.A.E Prime Total GRPs	MF 6A-7P	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.8	0.8	0.8	1	3	30	2.4	2039.2	6117.6	7.3						
26	B.A.E Full ROS Total GRPs	MS 6A-12M	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.6	0.6	0.6	1	3	30	1.9	1670.1	5010.3	6.0						
19	WP_NCAA Football Total GRPs	In Broadcast	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4.1	0.0	0.0	2	2	30	4.1	5295.2	10590.4	12.6						
6	WP_NFL-1PM Total GRPs	In Broadcast	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.7	0.0	2	2	30	2.7	3443.9	6887.8	8.2						
																36			32.4		83918.6							
																Total Units					14	14	8					
																Total GRPs					13.8	12.4	6.2					

\*Note: Avg Aud and Gross Impressions are shown in thousands





# Contract Revision

American Business Immigration

tba

Order #	203657	Ver #	2	Rev #	2	# Wks	3	Page #	2
Date	12/15/22	Time	4:30:17PM	Start	12/15/22	End	12/25/22		
Advertiser	American Business Immigration								
Salesperson	Office New York								
Sales Office	New York								
Product	American Business Immigration								
Salesperson Phone #	A18+								
Agency Phone #	See Summary								

Line #	Vehicle	Days & Times	Sep 26	Oct 3	Oct 10	Oct 17	Oct 24	Oct 31	Nov 7	Nov 14	Nov 21	Nov 28	Dec 5	Dec 12	Dec 19	Total Units	Len	Avg Rtg	GRP	Avg Aud*	Gross Impr*	% Dist
<b>Total Gross:</b> [Redacted] <b>Agency Commission:</b> [Redacted] <b>Total Net:</b> [Redacted]																						

Accepted for Westwood One, LLC:

Accepted for Agency (and Media Buying Service, if any) as Agent for the Advertiser:

Name \_\_\_\_\_

Title \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

\*Note: Avg Aud and Gross Impressions are shown in thousands





# Contract Revision

Order #	Ver #	Rev #	# Wks	Page #
203657	2	2	3	1
Date	Time	Start	End	
12/5/22	4:30-17PM	12/5/22	12/25/22	
Demos				
A18+				
Survey				
See Summary				

American Business Immigration

tba

Advertiser	Product
American Business Immigration	American Business Immigration
Salesperson	Salesperson Phone #
Office New York	
Sales Office	Agency Phone #
New York	

Line #	Vehicle	Days & Times	Sep	Oct	Oct	Oct	Oct	Oct	Nov	Nov	Nov	Nov	Dec	Dec	Dec	Total Units	Avg Rtg	Avg GRP	Avg Aud*	Gross Impr*	% Dist	
			26	3	10	17	24	31	7	14	21	28	5	12	19							

REPRESENTATIONS/WARRANTIES (5). Agency represents and warrants to WWO: (i) it has the authority to make this Order on behalf of the Advertiser; (ii) the Advertisements (and all content incorporated into the Advertisements) and WWO's and each Station's authorized distribution and use of the Advertisements will not violate or infringe the rights of any third party, including, without limitation, copyright, trademark, trade secret, patent, and the rights of privacy and publicity; and (iii) the Advertisements are in compliance with all applicable laws, regulations, and ordinances.

INDEMNIFICATION (6). Agency and Advertiser shall indemnify, defend, and hold harmless WWO and its parent and affiliated entities and each of their directors, officers, employees, representatives, licensees, and agents from and against all third-party claims, losses, expenses (including reasonable attorneys' fees), damages, or fees arising from or in connection with: (i) Agency's and/or Advertiser's breach or alleged breach of any representation, warranty, or obligation under this Order; (ii) any Advertisements; and/or (iii) Agency's and/or Advertiser's negligence or willful misconduct.

MISCELLANEOUS (7). This Agreement is governed by the laws of the state of New York, without giving effect to its conflict of law principles. Any dispute arising under this Order or any action, suit, or proceeding relating to this Order, Agency and/or Advertiser, as applicable, are subject to the exclusive jurisdiction of the Federal District Court for the Southern District of New York and the Courts of the State of New York in New York County and the Agency, on behalf of itself and Advertiser, waives any objection of venue in any such courts or any right to claim that any such court constitutes an inconvenient forum. This Order includes the entire agreement between the parties with respect to the Advertisements and supersedes any prior or contemporaneous agreement, whether written or oral, relating to the Advertisements. This Order can be amended only in writing signed by each party to this Order. No waiver of default by a party to this Order constitutes a waiver of any other default, whether or not similar to the waived default. A party's failure to enforce any provision, right, or remedy under this Order does not constitute a waiver of any provision, right, or remedy. The parties shall not assign or transfer this Order or any rights or obligations under this Order without the written consent of the other party, except that WWO has the right to assign or transfer this Order to an affiliated entity or to an entity that acquires all or substantially all of its assets. The terms of Sections 5, 6, and 7 of this Order's Terms and Conditions will survive expiration or termination of this Order.

### NONDISCRIMINATION POLICY:

Westwood One, LLC does not discriminate in advertising or advertising contracts on the basis of race, color, ancestry, national origin, religion, gender, age, disability, genetic information, sexual orientation, gender identity or expression, and any other status protected by applicable law. Westwood One, LLC will not accept any advertising that is intended or reasonably perceived to discriminate on such bases.

\*Note: Avg Aud and Gross Impressions are shown in thousands





**Westwood One Political Issues Order #203657**  
**American Business Immigration Coalition Action (Direct)**  
**Flight start w/o 12.5.22 – 12.25.22**

60:

My name is Shay Myers, and I'm an asparagus and onion producer in Idaho and Oregon. I had to throw out 130,000 pounds of asparagus when I couldn't get the workers I needed for harvest. Our farm workforce crisis is putting our national food security at risk and raising food prices for American families. To make matters worse, the Department of Labor's new H-2A program wage increases of 7 to 15.5% are devastating. The House-Passed Farm Workforce Modernization Act would save farmers nearly \$3 billion dollars over the next two years, help us get the workers we need, lower the cost of your food and make a down payment on border security. I'm tired of politicians giving lip service to fighting inflation and failing to act. Food security is national security - a nation that can't feed itself isn't secure. Tell your Senators to pass a Senate version of the Farm Workforce Modernization Act before they go home for Christmas.

30:

My name is Shay Myers, and I'm an asparagus and onion producer in Idaho and Oregon. I had to throw out 130,000 pounds of asparagus when I couldn't get the workers I needed for harvest. Our farm workforce shortage puts our national food security at risk and raises food prices for American families. Food security is national security - a nation that can't feed itself isn't secure. Tell your Senators to pass a Senate version of the Farm Workforce Modernization Act before they go home for Christmas.

Disclaimer - 'Paid for by American Business Immigration Coalition Action. For more information on taking action, go to [abicaction.org](http://abicaction.org)'