

## Political Advertising Time Policies

The following sets forth the policies and practices of **Cowles Montana Media stations, KFBB/KHBB** regarding the sale of time to political candidates. It is intended for the sole purpose of complying with the rules of the Federal Communications Commission, and is not a contract for the sale of advertising time.

1) **Applicability:** These policies apply only to legally qualified candidates for public office, or their authorized campaign organizations, to promote their candidacy. In terms of disclosure and public file requirements the rules are applicable to political action committees or non-candidate, "issue" advertising.

2) **Access:** Reasonable access will be provided to all legally qualified federal candidates before primary and general elections. While candidates may request specific programming and the station will negotiate specific requests, the Station reserves the right to determine the amount of time and program availability to particular candidates.

- a) Access to network programming for non-federal candidates will not be available during the general political advertising window.

3) **Identification:** All political advertising spots must contain visual sponsorship identification in letters equal to at least 4% of the screen height and which are on the air for at least four seconds. The FCC has determined 4% to be equal to 20 scan lines. None of the words in the ID may be abbreviated. Ads must be submitted to the Station prior to broadcast for screening purposes to determine compliance with this requirement. Station reserves the right to add or alter identification if, in its sole judgment, the ad does not comply with the identification requirement. In addition, federal candidates must provide written certification at least 48 hours prior to the first broadcast of any commercial or program length commercial purchased by the candidate or his/her authorized committee(s) that the spot(s) do not contain a visual or verbal reference to another candidate running for the same office. If any commercial does make visual or verbal reference of another candidate running for the same office, the end of each spot must contain a clearly identifiable image of the sponsoring candidate at least 4% of the screen height in size. Simultaneously, there must be displayed a clearly readable printed statement identifying the candidate, stating that the candidate approved the spot or program length commercial and that the candidate or authorized committee(s) paid for the broadcast. Failure to provide a timely certification will result in the forfeiture of candidate's rights to earn the lowest unit charge as outlined by the Bipartisan Campaign Reform Act.

4) **Orders:** Orders for political time will not be considered for clearance until the following have been provided:

- a) Completed and signed Agreement Form for Political Candidates as well as time purchased by committees, political action committees, political parties or any other organization.

- b) Net cash-in-advance payment.
- c) Where the purchase is made by a corporation, committee, association or other group, the name of the person making the purchase, the name, address and phone number of a contact person for such person, and a list of the chief executive officers or member of the executive committee or of the board of directors of such person. This information will be placed in the station's public file.
- d) Where doubt exists, satisfactory proof that the candidate is "legally qualified", as that term is defined by the FCC.
- e) Where doubt exists, satisfactory proof that the purchaser is authorized to buy time for the candidate.
- f) Advance orders for schedules of political advertising will be subject to reconfirmation 30 days preceding start of schedule.
- g) Commercials (via FTP or other electronic delivery services), along with written instructions for their use, should be submitted to the station as soon as possible to insure proper airing. Changes to instructions should be in writing to the station (by email or fax) prior to expected change. Commercials should be received in sufficient time to permit confirmation of compliance with sponsorship identification requirements and with broadcast technical standards.
- h) Deadlines for all commercial material, time orders, and contract changes are as follows:
 

12p MST	Monday	for Tuesday's Log
12p MST	Tuesday	for Wednesday's Log
12p MST	Wednesday	for Thursday's Log
12p MST	Thursday	for Friday's Log
12p MST	Thursday	for Saturday's Log
12p MST	Friday	for Sunday's Log
12p MST	Friday	for Monday's Log

Failure by a political advertiser to fulfill all requirements in advance of some deadlines may result in preemptions of some or all announcements of programs previously cleared.

- i) Confirmation of broadcast or changes to schedules as ordered will be sent to the political advertiser, and placed in the Station's Public Inspection File in a reasonable period of time, and will be available for inspection as outlined by the Station.
- j) The Station does not maintain staff to accept orders on the weekend prior to the election.

**5) Production:** Station facilities may be utilized for the production of political announcements or programs subject to available production time. A production ratecard is available upon request. Production charges are handled separately from time charges. Agencies and/or candidates who schedule production time with the Station are required to provide a check for payment of accrued charges following the production session. No spots will air, nor will any

dubs be produced, until a check is received for the correct amount. No station news talent is available for political advertising purposes.

**6) Availabilities:**

a) Legally qualified candidates may purchase time on the basis of any class set forth on the attached rate card, subject to availabilities. The base availability is a :30 second commercial. Commercial time is available, but with limitations, in other lengths (:10, :15, :60, :90 and :120 seconds).

b) Candidates should be aware that, unless a contrary result is demanded by statutory requirements, orders for the purchase of time made after 12 pm on the Thursday preceding Election Day may not be filled due to lack of availabilities. The earlier an order is placed, the greater the scheduling option will be.

c) The Station will place all orders as to day and time, subject to availabilities. Due to potential "equal opportunities" obligations for opposing candidates, certain time periods may be unavailable for candidates in other races.

d) Request for program time, including lengths of 30 and 60 minutes, will be considered on an individual basis. No promotional announcements will be scheduled to promote political programs unless purchased separately by candidate.

**7) Rates:**

a) Rates can fluctuate on a daily basis according to class of time ordered. Quoted rates from availability requests are for 30 second commercials. Rates for other lengths will be quoted upon request. In addition to the program areas listed on the rate card, candidate may also purchase certain broad rotation ads that are available to regular advertisers upon request.

b) Each separate class of time is offered to candidates at its lowest unit charge: the lowest clearing rate of the particular class of time ordered by the candidate for the time period when the commercial is broadcast during the 45 or 60 day window before a primary or general election. The Station will provide its best, good faith estimate of the lowest unit charge for each class upon request.

c) The station reserves the right to designate the rates at which preemption will occur. The station will provide its best, good faith estimate, of the likelihood of preemptions at specific rate levels upon request. Candidates or their respective agency must utilize rates designated on station ratecard for class of time to be utilized by the candidate.

d) During the timeperiod outside of the 45 and 60 day pre-election windows, legally qualified candidates may purchase advertising time at the then-current effective selling rate for the class of time desired, subject to availability and preemption.

- 8) **Rebates:** In the event a particular class of advertising time for a specified timeperiod is broadcast during the 45 and 60 day pre-election window, reflecting a rate lower than the rate paid by the candidate for the same class of time and time period, the candidate will be afforded the benefit and choice of the lower rate, either by way of a timely rebate or as a credit against future purchases, net of agency commission.
- 9) **Makegoods:** The Station will use its best efforts to provide makegood spots prior to the election for candidate “use” spots that are preempted due to technical problems or because of the nature of the time purchased. Although the Station’s policy is to offer all candidates makegoods before the election, it cannot guarantee to any advertiser that the makegoods can be provided in the timeperiod or rotation originally ordered. If inventory constraints preclude such identical scheduling, the Station will offer makegoods of equivalent value. If these are not acceptable to the advertiser, the Station will provide credits or refunds of preempted spots.
- 10) **Packages:** Combinations of classes are available. Each ad ordered will reflect the appropriate class of time for the lowest unit charge purposes. The Station will allocate rates for each ad in the package for each class. Packages and volume discounts outside of the 45 and 60 day pre-election windows are negotiable. Packages shall be made available upon request.
- 11) **Value Added Features:** If scheduled during the 45 and 60 day pre-election window, candidates may purchase value-added elements in conjunction with airtime, including, but not limited to ads on the stations website, secondary channels, non-broadcast event sponsorships. Billboard or program sponsorship arrangements are not available to candidate advertisers.
- 12) **Rotations:** Ads may be purchased individually or in designated rotations among several designated days or time periods.
- 13) **Underdelivery:** It is not the Station’s policy to guarantee rating point or demographic target delivery on any particular program or combination of programs for any advertiser. Should cumulative actual delivery for an entire schedule of advertising for a particular advertiser reflect a level below 90% of pre-negotiated gross household rating point or demographic target level, the Station will occasionally air additional spots at no additional charge to adjust the actual delivery to the 90% level. To determine “actual delivery” advertisers must furnish a copy of a post-broadcast quantitative analysis prepared on the entire advertising schedule using methodology based upon the Comscore rating analysis for the calendar quarter in which the advertising schedule ran. Makegood spots, if necessary, normally will be aired on a Run of Schedule basis at the Station’s discretion as immediately preemptible spots in the two quarters following the quarter in which the political advertising ran. No other adjustments are available, including cash rebates. Given election timetables, it is normally not feasible for candidates to obtain this type of adjustment.
- 14) **Reconciliation** - It is the station's policy that all air time discrepancies for political candidates or issue accounts must be reconciled within 90 days of the air date of the schedule.

## **15) Classes of Time:**

Column I Fixed: Ads scheduled to air in a particular program at a precise time, break or day. These ads may not be preempted in favor of any other ad, and will air as scheduled absent unforeseen program changes or technical difficulties. Station reserves the right to adjust rates within any class of time prior to broadcast to insure availability and equal opportunity.

Column II Preemptible With Notice: Ads scheduled to air at the Station's discretion in the particular program, timeperiod or daypart specified by the advertiser. These ads may be preempted in favor of other ads upon 3 days prior notice to the advertiser. If notice is not given by the Station, the ads become non-preemptible. The station will give its best, good faith assessment of the likelihood of preemption at the time of the request for any particular rate level requested. Station reserves the right to adjust rates within any class of time prior to broadcast to insure availability and equal opportunity.

Column III Immediately Preemptible: Ads scheduled to air at the Station's discretion in the particular program, timeperiod or daypart specified by the advertiser. These ads may be preempted in favor of Fixed or Preemptible With Notice class spots. The Station will give its best, good faith assessment of the likelihood of preemption at the time of the request for any particular rate level requested. Station reserves the right to adjust rates within any class of time prior to broadcast to insure availability and equal opportunity.

Other Classes: The Station offers "Direct Response" ads which are scheduled to air at the Station's discretion in the particular program, timeperiod or daypart specified by the advertiser. Makegoods are not available. Rates and other conditions of use are available upon request.

Run Of Schedule: Run of Schedule spots are Immediately Preemptible spots in which the Station has the widest discretion to air the ads. Rotation times & rates are available upon request. Makegoods are not available.

## **16) Spot Placement:**

Final spot placement within live programming is not guaranteed in a fixed position & is subject to availability. Local affiliates do not have control over format break structures provided by the network. All network provided breaks are considered equal & its own class of time.

**Questions concerning the policies outlined in this disclosure should be directed to:**

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