



# 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://education.nab.org).

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

## ISSUE (Non-candidate) ADVERTISEMENT AGREEMENT FORM

I, Lutisha Merrill, 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: Lutisha Merrill

Agency name: 360 Touch

Address: PO BOX 982467, Park City, UT 84098

Contact: Lutisha Merrill

Phone number: 435-655-0360

Email: lutisha@360-touch.com

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 Academy of Ophthalmology

Address: 20 F Street, NW Suite 400, Washington DC 20001

Contact: Brendon Marr

Phone number: 703-371-6095

Email: bmarr@aao.org

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

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

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:

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

Date of election:

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

☒ N/A

**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:	Signature:
Name: Lutisha Merrill	Name:
Date of Request to Purchase Ad Time: 2.16.24	Date of Station Agreement to Sell Time:

**TO BE COMPLETED BY STATION ONLY**

Ad 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).**

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: \_\_\_\_\_

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

Date and nature of follow-ups, if any:

Contract #:	Station Call Letters:	Date Received/Requested:
Est. #:	Station Location:	Run Start and End Dates:

**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**

**KSUB-AM**  
**750 West Ridgeview Dr. Suite 204**  
**St. George, UT 84770**  
**(435) 673-3579**

<b>Contract / Revision</b> 4656197 /		<b>Alt Order #</b>
<b>Advertiser</b> American Academy of Ophthalmology		<b>Original Date / Revision</b> 02/16/24 / 02/16/24
<b>Contract Dates</b> 02/17/24 - 02/20/24	<b>Estimate #</b>	
<b>Product</b> American Academy of Ophthalmology		
<b>Billing Cycle</b> EOM/EOC	<b>Billing Calendar</b> Broadcast	<b>Cash/Trade</b> Cash
<b>Property</b> KSUB-AM	<b>Account Executive</b> Fred Lindstrom	<b>Sales Office</b> Local St. George
<b>Special Handling</b>		
<b>Demographic</b> Households		
<b>Agy Code</b>	<b>Advertiser Code</b>	<b>Product 1/2</b>
<b>Agency Ref</b>	<b>Advertiser Ref</b>	

And:

**360 Touch Advertising**  
**4222 Hilltop Drive**  
**Park City, UT 84098**

KDXU-AM - 4656197A										Start/End	Spots/	Rate	Type	Spots	Amount
*Line	Ch	Start Date	End Date	Description	Time	Days	Length	Week							
N 1	KDXU	02/17/24	02/20/24	Sa-Su Midday	10a-3p		1:00						NM	8	\$224.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>		<u>Rate</u>					
	Week:	02/12/24	02/18/24	-----44				8		\$28.00					
	Week:	02/19/24	02/25/24	-----				0		\$30.00					
N 2	KDXU	02/17/24	02/20/24	M-F Prime Rot	6a-7p		1:00						NM	14	\$840.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>		<u>Rate</u>					
	Week:	02/12/24	02/18/24	-----				0		\$0.00					
	Week:	02/19/24	02/25/24	77-----				14		\$60.00					
<b>Totals</b>														<b>22</b>	<b>\$1,064.00</b>

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
01/29/24 - 02/20/24	22	\$1,064.00	(\$159.60)	\$904.40
<b>Totals</b>	<b>22</b>	<b>\$1,064.00</b>	<b>(\$159.60)</b>	<b>\$904.40</b>

KSUB-AM - 4656197B										Start/End	Spots/	Rate	Type	Spots	Amount
*Line	Ch	Start Date	End Date	Description	Time	Days	Length	Week							
N 1	KSUB	02/17/24	02/20/24	Sa-Su Midday	10a-3p		1:00						NM	8	\$240.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>		<u>Rate</u>					
	Week:	02/12/24	02/18/24	-----44				8		\$30.00					
	Week:	02/19/24	02/25/24	-----				0		\$30.00					
N 2	KSUB	02/17/24	02/20/24	M-F Prime Rot	6a-7p		1:00						NM	14	\$910.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>		<u>Rate</u>					
	Week:	02/12/24	02/18/24	-----				0		\$0.00					
	Week:	02/19/24	02/25/24	77-----				14		\$65.00					
<b>Totals</b>														<b>22</b>	<b>\$1,150.00</b>

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
01/29/24 - 02/20/24	22	\$1,150.00	(\$172.50)	\$977.50
<b>Totals</b>	<b>22</b>	<b>\$1,150.00</b>	<b>(\$172.50)</b>	<b>\$977.50</b>

**Contract Totals****44****\$2,214.00**

(\* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Two week advance cancellation notice is required unless otherwise specified.



**KSUB-AM**  
**750 West Ridgeview Dr. Suite 204**  
**St. George, UT 84770**  
**(435) 673-3579**

<u>Contract / Revision</u>	<u>Alt Order #</u>
4656197 /	

<u>Advertiser</u>	<u>Original Date / Revision</u>
<b>American Academy of Ophthalmology</b>	02/16/24 / 02/16/24

<u>Contract Dates</u>	<u>Product</u>	<u>Estimate #</u>
<b>02/17/24 - 02/20/24</b>	American Academy of O	

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

(\* Line Transactions: N = New, E = Edited, D = Deleted)

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