

INFORMATION CONCERNING POLITICAL  
ADVERTISING POLICIES  
OF STATION(S) WTMG-FM, WHHZ-FM, WPLL-FM, WXJZ-FMWDVH-AM, WRZN-AM,  
WTMN-AM

The following describes the political advertising policies of Station(s) WTMG-FM, WHHZ-FM, WPLL-FM, WXJZ-FM, WDVH-AM, WRZN-AM, WTMN-AM, 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.

Spot Announcements – 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(s) will sell spot announcement time to political candidates on the same terms and conditions, including discount and other privileges, as are available to its most favored commercial advertisers.

The following classes of spot announcements, each of which has a separate rate structure and lowest unit charge, are available:

“Day Parted”:                    Specific Days and Times in which the **candidate** may choose to air commercial announcements

Candidates may purchase time at the lowest net rate charge. Political spots will not be aired in or adjacent to news, religious or public affairs programs, and must run in accordance with Station(s)’s standard commercial breaks.

Sales of time outside the Pre-Election Window

If candidates purchase time for broadcast outside the statutory Pre-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 rate for time purchased for use outside statutory Pre-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)’s policies concerning make-goods, the availability and pricing of package plans and other sales practices will be applied to political advertisers during nonwindow periods on the same basis as to commercial advertisers. Candidates purchasing time for broadcast outside of pre-election windows should inquire if they have additional questions about the Station(s)’s policies during these periods.

Availabilities

Attached is a description of programs, dayparts, rotations and packages available on the Station(s), showing applicable rates.

All Station(s) sales of time for use by political candidates are subject to federal equal opportunities and reasonable access requirements.

WTMG-FM, WHHZ-FM, WPLL-FM, WXJZ-FM, WDVH-AM, WRZN-AM, WTMN-AM reserves the right to impose limitations on sales of time for use by non-federal candidates. Limitations will be consistent, with all candidates for competing office offered the same opportunities. WTMG-FM, WHHZ-FM, WPLL-FM, WXJZ-FM, WDVH-AM, WRZN-AM, WTMN-AM reserves the right to refuse sales of time to all legally qualified non-federal candidates for certain specific offices.

#### Make-Goods

The Station(s) will provide “make-goods” prior to the election for candidate spots purchased for airing during the Pre-Election Window, which are not broadcast due to errors on behalf of Station(s) or “acts of God”, and will make every effort to provide a make-good in the same daypart or program purchased. However, Station(s) cannot guarantee any advertiser that make-goods will be provided in the time period originally ordered. If precluded from identical scheduling, the Station(s) will offer make-goods in time period(s) of equal or greater value, or, if the candidate prefers, will issue credits or rebates.

#### Rebates

The lowest rate charge is the lowest per-spot price paid for the same class and amount of time during the same time period.

On a weekly basis, the Station(s) will review purchases of advertising by commercial and political advertisers. If that review indicates that political candidates are entitled to rebates in order to comply with federal requirements, every effort will be made to issue rebates (or, at the candidate’s option, credits) with seven (7) days of date of last broadcast, and, to the extent possible, prior to the election.

#### Ordering Procedures

**All political advertisers are asked to execute the attached “Acknowledgment of Political Broadcasting Policies of Station(s) WTMG-FM, WHHZ-FM, WPLL-FM, WXJZ-FM, WDVH-AM, WRZN-AM, WTMN-AM.”**

**Payment in full is due at the time of the order but no more than one week before the schedule is to start.** Exceptions may be made for candidates or agencies (which accept payment responsibility in writing) with an established credit history, consistent with the Station(s)’s policy with respect to similarly situated commercial advertisers. No scheduled time will be considered firm until the Station(s) has confirmed and accepted the order and payment is received. All payments must be made by check, cash, Visa, MasterCard or money order. All political advertisers must provide complete information concerning the entity or individual who is paying for the advertisement, including the identity of its chief executive officers or members of its executive committee or board of directors.

The Station(s) 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 spot time is recaptured by the Station(s), the candidate will be advised as soon as practicable and an appropriated refund will be issued.

**All advertising contracts and production materials should arrive at the Station(s) twelve (12) hours in advance of broadcast in order to ensure compliance with sponsorship identification requirements, station(s) technical standards and the provisions of this policy. (Orders to begin during a weekend should be placed with payment no later than Noon of the Friday preceding the scheduled weekend start).**

Special procedures will be established for purchases of time to air immediately prior to elections, and Station(s) personnel will be available for that purpose on the weekends prior to elections.

**Station(s) must have at least three (3) days notice prior to cancellation of schedule.**

#### Sponsorship Identification

All political announcements and programs must include a sponsorship identification announcement which fully accurately identifies the organization which has paid for the commercial, using the terms “paid for by” or “sponsored by”. **Please review the Federal Election Commission (FEC) and Federal Communications Commission (FCC) requirements for political rate qualifications prior to sending political commercials to the Station(s). If an announcement or program does not include the required sponsorship identification, the Station(s) will add the necessary information.**

#### Disputes

The Communications Act of 1934, as amended [the “Act”], as established 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(s) 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)’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(s) maintain a public inspection file at 100 NW 76<sup>th</sup> Drive, Suite 2, Gainesville, Florida, which includes certain required information concerning political advertising. This file is available for public inspection and copying during regular business hours.

Please contact Dave Cobb at (352) 313-3150 if you have any questions concerning the political advertising policies or rates of the Station(s).

Station(s) provides production facilities for candidates use, based on availability. Charges for use may apply in accordance with practices applicable to Station(s)’s commercial advertisers.

ACKNOWLEDGMENT OF POLITICAL BROADCASTING POLICIES OF STATION(S)  
WTMG-FM, WHHZ-FM, WPLL-FM, WXJZ-FM, WDVH-AM, WRZN-AM, WTMN-AM

This will acknowledge receipt of “Information Concerning Political Advertising Policies of Station(s) WTMG-FM, WHHZ-FM, WPLL-FM, WXJZ-FM, WDVH-AM, WRZN-AM, WTMN-AM” [“WTMG-FM, WHHZ-FM, WPLL-FM, WXJZ-FM, WDVH-AM, WRZN-AM, WTMN-AM Political Policy”].

I agree that all purchases of advertising time on Station(s) WTMG-FM, WHHZ-FM, WPLL-FM, WXJZ-FM, WDVH-AM, WRZN-AM, WTMN-AM which I make by or on behalf of legally qualified political candidates will be made subject to this Acknowledgment and the Political Policy.

I acknowledge that I have been informed to my satisfaction concerning the classes of time which are available to advertisers, including without limitation every level of pre-emptibility; the chances of preemption for the various levels of pre-emptibility; the availability of discount packages and rotations, including the Station(s)’s willingness to negotiate combinations of time suitable to the needs of particular candidates; the Station(s)’s lowest unit charge and related privileges for each class of time; and the Station(s)’s policy with respect to make-goods.

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(s) 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.

For candidates: **I certify that all advertising purchased by me for broadcast on the Station(s) will include my recognizable voice or image. Unless I am a candidate for federal elective office, I agree to indemnify and hold the Station(s) harmless from and against any and all damages and liability, including reasonable attorneys’ fee, which may be assessed against the Station(s) 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(s) concerning its political advertising policies, and, if not, that I have been specifically authorized by the candidate to purchase advertising time on the Station(s) 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(s) harmless from and against any and all damages and liability, including reasonable attorney’s fees, which may be assessed against the Station(s) as a result of its broadcast of advertising not involving a “use” by the candidate which I purchased on the candidate’s behalf. I further represent that all candidates on whose behalf I purchase time to agree to the terms authorize me and conditions set forth herein.

\_\_\_\_\_  
Candidate or Agent

\_\_\_\_\_  
Print last name

\_\_\_\_\_  
Date