



## WTVA TV & WLOV-TV 2020 POLITICAL DISCLOSURE STATEMENT Effective 01/13/20

During their election campaigns, all legally qualified federal candidates are entitled to purchase time on WTVA-TV and WLOV-TV (the “Stations”). The Stations will consider all requests for such time and will make reasonable accommodations to meet such requests. Although each such federal candidate has the right to “reasonable access” to the facilities of the Stations for the airing of political advertisements, the Stations retain the right to limit the amount of time sold to a candidate and has ultimate discretion with respect to the placement of political advertisements. The Stations will grant access to specified state and local candidates based, in the stations’ sole discretion, on the public interest in the election and inventory. For a determination as to whether the Stations will make time available for sale for certain local or state races, contact the Stations’ contact person listed below.

During the 45 days preceding a primary election and the 60 days before a general election, the Stations charge candidates in the respective elections the “lowest unit charge” for an advertisement if the advertisement constitutes a “use” of the Stations’ facilities, as defined by the Federal Communications Commission. During any time outside of the 45-day and 60-day periods, the charges for political advertisements constituting a “use” are set so as to be no higher than those charged other advertisers for comparable use of the Stations’ facilities. Any political advertisement that is not a “use,” including any advertisement purchased by an independent political action committee or any advertisement dealing with non-candidate ballot issues, is sold at prevailing commercial rates. If a political advertisement constitutes a use, the Stations will provide opposing candidates with “equal opportunities,” as established by federal law, to use the facilities of the Stations.

The terms and conditions applicable to political advertising on the Stations are as follows:

1. **Sponsorship Identification.** Complete sponsor identification must be included in each advertisement as required by the FCC Rules and Regulations and any state regulations. All political advertisements must contain sponsorship identification in letters not less than 4% of total picture height broadcast for not less than four seconds. The Stations reserve the right to insert such identification into any advertisement that fails to include the requisite sponsorship identification even if the insertion of the sponsorship identification causes a portion of the advertisement to be deleted or obscured.
2. **Payment** should be in the form of a check, wire transfer or money order. Payment is required in advance of the start of the advertising schedule.
3. **Political Agreement.** An Agreement Form for Political Broadcasts (PB-18) must accompany any time order. This form must list the directors or officers of the political entity purchasing the time.
4. **Proof of Candidacy.** The Stations, at its option, may require the candidate to produce proof that he/she is a legally qualified candidate.

5. Notice and Weekend Access. Orders must be placed at least 2 business days in advance of start. Copy changes require 1 business day notice. Tapes and written instructions must be delivered to the station in advance of the scheduled airdate. Log deadlines for contracts, changes and commercial materials are:

Noon Friday for Monday's Log

Noon Monday for Tuesday's Log

Noon Tuesday for Wednesday's Log

Noon Wednesday for Thursday's Log

Noon Thursday for Friday & Saturday Logs

4p Thursday for Sunday's Log

These days and times are subject to change preceding and during holidays.

6. Limitation on Access for Local and State Candidates. To the extent the Stations open political advertising to particular local and state races, those local and state candidates (not federal candidates) are limited to four 30 second spots per half-hour.

7. Newscasts/News Adjacencies. The Stations permit political advertising within, and adjacent to, the Stations' local news programming.

8. Production Facilities. The Stations' production facilities reasonably will be available to produce commercials for political advertisers on the same terms as provided to commercial advertisers. On-air personalities may not voice political spots. Production costs vary and can be discussed with the Creative Services Director, Josh Ward. Josh can be contacted by phone at 662-842-7620 or e-mail: jward@wtva.com.

9. Schedules. Although the rates charged by the Stations are based upon the use of 30-second spots, the Stations will also reasonably try to accommodate requests for advertisements of non-standard lengths.

10. Rates. The Stations sells thirty second spots as reflected on the attached rate card by program, time period, and rotation. These rates are approximations of generally prevailing rates, which can be preempted. Each section represents a class of time, each carrying a different level of preemption. There are two levels of preemption: Fixed (cannot be preempted) and instantly preempted without notice. There are three ways in which a spot may be preempted: a) by Section number (a lower section number will preempt a higher section number – i.e., section 2 will preempt section 3); b) by dollar amount (a higher dollar amount will preempt a lower dollar amount – i.e., a \$400 dollar spot in the same section will preempt a \$250 spot); and c) by contract date (if the section number and dollar amount are the same, the earlier dated contract will preempt the later dated contract).

Broad rotations are available at reduced rates; i.e. 2:30-5p at \$50 per 30-second spot. Even distribution within these rotations is not guaranteed. All rotations are immediately preemptible without notice (Sec 8). Station will consider any rotation proposals that are consistent with advertising demand and scheduling considerations. Contact the station for more details and rates. In accordance with our standard selling practices, each class of time (Section), except fixed is preemptible by next highest selling level (Section).

**11. Explanation of Classes of Time:**

**Fixed (Sec2)** Non-preemptible class of time guaranteed to run within time period ordered except in cases of program changes, technical failures or similar events which are beyond the control of the station. In such case makegoods will be offered in comparable time period within schedule dates or before election date, subject to continued cases of program changes, technical failures or events which are beyond the control of the station. Virtually 100%, or less of spots purchased in the fixed class will run as scheduled.

**IP(1) Immediately Pre-emptible (Sec 3)** This class of time is preemptible without notice to client; however, spots purchased in this class may only be preempted by spots purchased in the fixed class. Another Sec 3 spot cannot preempt spots in Sec 3, regardless of the price of the spot. Station estimates that spots in this class will run as ordered 90% of the time, or less. The candidate will be issued a refund for the preempted spot(s).

**IP(2) Immediately Pre-emptible (Sec 4)** This class of time is preemptible without notice to client; however, spots purchased in this class may only be preempted by spots purchased at Sec 3 or above. Another Sec 4 spot cannot preempt spots in Sec 4, regardless of the price of the spot. Station estimates that spots in this class will run exactly as ordered 85% of the time, or less. The candidate will be issued a refund for the preempted spot(s).

**IP(3) Immediately Pre-emptible (Sec 5)** This class of time is preemptible without notice to client; however, spots purchased in this class may only be preempted by spots purchased at Sec 4 or above. Another Sec 5 spot cannot preempt spots in Sec 5, regardless of the price of the spot. Station estimates that spots in this class will run as ordered 75% of the time, or less. The candidate will be issued a refund for the preempted spot(s).

**IP(4) Immediately Pre-emptible (Sec 6)** This class of time is preemptible without notice to client. Spots purchased in this class may only be preempted by spots purchased at Sec 5 or above. Another Sec 6 spot cannot preempt spots in Sec 6, regardless of the price of the spot. Station estimates that spots in this class will run as ordered 50% of the time, or less. The candidate will be issued a refund for the preempted spot(s).

**IP(5) Immediately Pre-emptible (Sec 7)** This class of time is preemptible without notice to client; they are off card/negotiated rates. Spots purchased in this class may only be preempted by spots purchased at Sec 6 or above. Another Sec 7 spot cannot preempt spots in Sec 7, regardless of the price of the spot. Station estimates that spots in this class will run as ordered 35% of the time, or less. The candidate will be issued a refund for the preempted spot(s).

**Immediately Pre-emptible (Sec 8) Rotators and Packages** This class of time is preemptible without notice to client; however, spots purchased in this class may only be preempted by spots purchased at Sec 7 or above. Another Sec 8 spot cannot preempt spots in Sec 8, regardless of the price of the spot. Station estimates that spots in this class will run exactly as ordered 20% of the time, or less. The candidate will be issued a refund for the preempted spot(s).

12. Make Good Policy. In the event of a missed spot for section 2, the Station will offer a make good proposal. If time is not made good, the Station will refund the cost of the missed spot to the purchasing entity.

13. Election Day Orders. Political advertising will be accepted for Election Day, depending on available inventory and deadlines.

14. Rebates. If a new lowest unit charge for a section is established after a political advertiser's purchase has been made or run, the Station will rebate the overcharge to the political advertiser within 10 business days or will credit the overcharge to the candidate's future time purchases, as the candidate directs.

15. Local Public Inspection File. The rules and regulations of the Federal Communications Commission require that each station maintain and permit public inspection of a complete record of all requests for broadcast time made by or on behalf of a candidate for public office, together with an appropriate notation showing the disposition made by the licensee of the requests, including whether such requests were granted and the amount charged. The disposition also includes the schedule of time purchased when the spots aired, the rates charged, and the classes of time purchased. Whenever free time is provided to a candidate, a record of the free time provided is placed in the Station's public inspection file. This information is retained in the Station's public inspection file for two years.

The public inspection file for each Station is maintained and made available at [www.fcc.gov](http://www.fcc.gov). Any member of the public, including opposing candidates, is entitled to inspect the materials placed in these files.

16. Candidate Access:

- Federal Candidate Access: entitled to "reasonable access".
- State and Local Candidate Access: have "access" at stations' discretion.

17. Cancellation Policy:

Once an order is placed, the candidate or the agency representing the candidate, must give the station(s) a 2 week notice in order to cancel the advertising schedule.

Contact. Any of the Stations' personnel will take questions and messages from candidates and their representatives, but in order to provide maximum service to candidates and their representatives, the Stations seek to provide sales services through management at the station. At the Stations, actual time buys and responses to questions will be handled by Sunny Grimes, Luke Stanford and Danny Walker who can be reached at 662-842-7620 during regular business hours.