

KYGO-FM
2018 POLITICAL DISCLOSURE STATEMENT

1. **Applicability.** The policies described in this Political Disclosure Statement apply only to legally qualified candidates for public office in 2018 or their authorized campaign organizations (collectively, the “Candidate”) who seek to purchase time on KYGO-FM, Denver, Colorado (the “Station”) to broadcast political advertisements (“Advertising” or “Advertisements”). The policies in this Political Disclosure Statement are not applicable to political action committees or to non-candidate “issue” advertising.

2. **General Information.**

2.1 **Subject to Change.** This Political Disclosure Statement provides general information as required by Communication Act of 1934 and rules and regulations of the Federal Communications Commission (the “FCC”). To the extent permitted by law, the Station may change the policies described in this Political Disclosure Statement at its discretion.

2.2 **Separate from Sales Contract.** This Political Disclosure Statement is separate from any advertising sales contract (oral or written) that may exist or be created between the Station and the Candidate.

3. **Access.**

3.1 **Federal Candidates.** The Station will provide reasonable access to all Federal Candidates prior to each primary or general election involving the Candidate.

3.2 **State and Local Candidates.** The Station may grant access to Candidates for specified state and local elections based on public interest in the election and available inventory, as determined by the Station at its discretion.

3.3 **No Specific Programming.** While the Candidate may request their Advertising be placed within specific programming, the Station reserves the right to determine program availability while still affording reasonable access to Federal Candidates.

3.4 **Prohibition on News Programming.** In general, the Station will not place Advertising in news programming. Any exception must be approved by Station management.

4. **Certification.** The Station will provide the Candidate with lowest unit charge rates during an LUC Window (as defined below) only if the Candidate certifies in writing that the Advertisements will not make any direct reference to another candidate for the same office unless the Advertisements comply with §315(b)(2)(D) of the Communications Act, as amended by the Bipartisan Campaign Reform Act of 2002.

5. **Identification.**

5.1 **Compliance with Section 317.** All Advertisements must comply with the sponsorship identification requirements of §317 of the Communications Act. If an Advertisement does not contain the proper sponsorship identification, the Station may add the appropriate material within the body of the Advertisement, even if the addition deletes a portion of the Advertisement.

5.2 **Opposing Candidates.** For a Federal Candidate to receive the lowest unit charge during an LUC Window (as defined below), all Advertisements that refer to opposing candidates must contain an audio statement read by the Candidate which (a) identifies the Candidate, (b) states that the Candidate approved the Advertisement, and (c) states that the Candidate paid for the Advertisement.

6. **Orders.**

6.1 **Requirements.** Orders to purchase time on the Station for Advertisements must include the following:

(a) A completed and signed Agreement Form for Political Broadcasts (NAB Form PB-18 Candidates);

(b) When doubt exists (as determined by the Station at its discretion), satisfactory proof that the Candidate is “legally qualified,” as that term is defined by the FCC;

(c) When doubt exists (as determined by the Station at its discretion), satisfactory proof that the purchaser is authorized to buy advertising time for the Candidate;

(d) All Advertising orders are subject to the Station’s normal credit policies. If the Candidate or the Candidate’s advertising agency does not have an established credit history with the Station, the Station may require cash payment or certified funds in full in advance of the air date of the first Advertisement in the schedule. Federal Candidates may be required to pay seven (7) days in advance of the air date of the first Advertisement in the schedule; and

(e) Commercial facilities (tape or copy), along with written instructions for their use, should be submitted to the Station as soon as possible to ensure proper airing. All instructions for airing of facilities must be in writing. Changes to these instructions must be in writing to the Station (by letter, email or fax) prior to the changes being made. Tape should be received in sufficient time to permit confirmation of compliance with sponsorship identification requirements and with broadcast technical standards.

6.2 **Failure to Comply.** If a Candidate fails to comply with the requirements identified in Section 6.1, the Station may preempt some or all of the Advertisements. The Station will send confirmation of broadcast or changes to Advertising schedules as ordered to the Candidate or the Candidate's advertising agency as soon as commercially possible. In addition, this information will be available on request at any time.

7. **Production.** Candidates may use the Station's production facilities to produce Advertisements, subject to available production time and resources. The Station will provide Candidates with the rates for this service on request. Production charges are handled separately from time charges. No Station news talent is available for Advertising purposes or for voice-over work. Orders must be placed at least two business days in advance of start. Copy changes or cancellations require at least one business days' notice. Copy and written instructions must be delivered to the Station in advance of the scheduled air date.

8. **Classes of Time.** Candidates may purchase time on the Station for Advertisements on the basis of any class set forth on Exhibit A attached hereto, subject to availabilities. Advertising time is generally available in 10, 15, 30 and 60-second lengths. Rates for non-standard or program length time will be quoted on request.

9. **Rates.**

9.1 **Fluctuation.** The Station's advertising rates fluctuate on a weekly basis according to the class of time ordered. In general, the rates quoted from availability requests are for 30 or 60-second blocks of time. The Station will quote rates for other lengths of time on request.

9.2 **Lowest Unit Charge Window.** The lowest unit charge window (the "LUC Window") is the 45-day period preceding a primary election and the 60-day period preceding a general election.

9.3 **Lowest Unit Charge Rates.** During an LUC Window, the Station will offer each class of time to Candidates at its lowest unit charge. The lowest unit charge is the lowest clearing rate of the particular class of time ordered by a Candidate for the time period when the Advertisement is broadcast. The Station will provide a good faith assessment of the lowest unit charge for each class of time on request.

9.4 **Non-Lowest Unit Charge Windows.** Outside of an LUC Window, the Station will offer Candidates rates comparable to those offered to the Station's commercial advertisers.

10. **Rebates.** If the Station sells advertising time (either commercial or political) for a particular class of time or time period and an advertisement is broadcast during the LUC Window at a rate lower than the rate paid by a Candidate, the Station will provide the Candidate the benefit of the lower rate, either by way of a rebate or as a credit against future purchases, at the option of the Candidate.

11. **Make Goods.** The Station will use its best efforts to provide timely make goods for Advertisements 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 make goods prior to the election, it cannot guarantee to any advertiser (either commercial or political) that the make goods can be provided in the time period or rotation originally ordered. If inventory constraints preclude such identical scheduling, the Station will offer make goods of equivalent value. If these make goods are not acceptable to the Candidate, the Station will provide a credit or refund for the value of the preempted Advertisements, at the option of the Candidate.

12. **Packages**. Combinations of classes of time are available as packages. The Station will allocate the price for each advertisement in such packages. The lowest unit charge will reflect this allocation.

13. **Value Added Features**. Certain value added features that are offered to commercial advertisers are also available to Candidates. The Station will provide Candidates information concerning these materials on request.

14. **Rotations**. Candidates may purchase time for Advertisements on an individual basis or in designated rotations among several day or designated time periods.

15. **Station Contact**. Inquiries by Candidates concerning this Political Disclosure Statement or the purchase of time on the Station for Advertisements should be directed to Bob Call, (303) 322-3620 or BCall@Bonneville.com

EXHIBIT A

CLASSES OF TIME

Class A (Non-Preemptible Spots). Commercial advertisers often refer to this class of time as the “fixed rate”. Candidates may purchase spots at these rates and be guaranteed that the commercials will air as ordered except for technical problems reasonably outside the control Station (for example, machine failures, power outages or sports over-runs) or acts of God. If, during a particular program or rotation, the available supply of commercial time exceeds the demand for commercial time, non-preemptible spots will preempt preemptible spots (even in the unlikely event that the rate of a preemptible spot is higher than the rate of a non-preemptible spot). Candidates purchasing non-preemptible time will not receive a rebate or credit in the event a lower-priced immediately preemptible spot clears for an advertiser or candidate in the same program or daypart rotation. Class A spots are available for the dayparts and at the rates listed in the accompanying political rate cards.

Class B (Preemptible Spots Aired During Specific Daypart). These spots are guaranteed to run in a specific daypart but may be preempted without notice. The probability of clearance for preemptible spots varies constantly based on supply and demand. Whether a spot will be preempted depends on the price of a spot, length of a flight, and make-up of the schedule purchased. Preemptible spots are available for the dayparts and at the rates listed in the accompanying political rate cards.

Stations will also negotiate rotations other than those listed above, including narrower day parts, based on the request of the advertiser. Advertisers may also purchase spots within particular programs. Preemptible rates for these day-parts and for particular programs are subject to change on a daily basis, based upon supply and demand. During lowest unit charge periods, political candidates will be provided with the lowest rates for the class of preemptible spots for the specific dayparts and rotations in which candidates express interest. At other times, candidates will be provided with rates comparable to those received by commercial advertisers for preemptible spots for rotations and dayparts in which candidates express interest.

Because rates and clearance probabilities for these spots change frequently, candidates should contact us to receive the current rates when placing a buy. Currently, preemptible spots aired during specific rotations have an approximately 75 percent chance of clearing.

Advertising will not air late than 12:00 noon election day.