



REQUEST FOR ALTERNATIVE BROADCAST INSPECTION AND AGREEMENT FOR SUCH INSPECTION

534 S Kansas Ave, #1105
Topeka, LS 66603
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INFORMATION TO BE COMPLETED ONLY BY THE ASSOCIATION

CONTRACT DATE: \_\_\_\_\_ ASSOCIATION INITIALS \_\_\_\_\_
ESTIMATED DATE OF INSPECTION: \_\_\_\_\_ ASSOCIATION INITIALS \_\_\_\_\_

INFORMATION TO BE COMPLETED ONLY BY THE STATION OPERATOR

THE STATION OPERATOR ACKNOWLEDGES AND AGREES THAT, BY ENTERING INTO THIS AGREEMENT, UNLESS THE STATION OPERATOR HAS CHECKED "NO" BELOW AND SET FORTH THE INITIALS OF THE PERSON EXECUTING THIS AGREEMENT ON BEHALF OF THE STATION OPERATOR, THE STATION OPERATOR HEREBY EXERCISES ITS OPTION PURSUANT TO SECTION 5(d) OF THIS AGREEMENT AND EXPRESSLY DIRECTS THE ASSOCIATION TO PROVIDE THE FCC WITH NOTICE THAT THE STATION OPERATOR HAS ENTERED INTO THIS AGREEMENT FOR THE STATION, THE DATE OF THIS AGREEMENT, AND THE ESTIMATED DATE OF INSPECTION AS NOTED ABOVE:

NO \_\_\_\_\_ INITIALS \_\_\_\_\_

On behalf of the Station(s) identified in Exhibit A attached hereto (individually and collectively, the "Station"), \_\_\_\_\_ "Station Operator", i.e. "ABC Corporation") hereby requests that the Kansas Association of Broadcasters (the "Association") cause the transmitter site(s) and studio site(s) of the Station, to be inspected pursuant to that certain "Agreement for State Broadcasters Association Sponsored Alternative Broadcast Inspection Program," (the "FCC ABIP Agreement") dated as of August 15, 2003, by and between the Association and the Enforcement Bureau (the "Bureau") of the Federal Communications Commission (the "Commission" or the "FCC"), as it may be updated or amended from time to time (the "ABIP Program").

WHEREAS, the Association is willing to cause the Station to be inspected, and the Station Operator is willing to have the Station inspected, pursuant to the ABIP Program (the "ABIP Inspection") on the following terms and conditions.

In consideration of the foregoing, and the mutual agreements set forth herein, the Station Operator and the Association, intending to be legally bound, hereby agree as follows:

1. Authority and Binding Nature. Each party represents and warrants to the other that it has all requisite power and authority under its governing documents to enter into this Agreement and to perform as contemplated hereunder and that the person executing and delivering this Agreement for each party is duly authorized to legally bind such party.

2. Effective Date and Term of Agreement. This Agreement shall become effective on the Contract Date so long as the signatures of both the Association and the Station Operator are evidenced below. The term of this Agreement (the "Term") shall begin on the Contract Date and continue without interruption for a period of one (1) year unless earlier terminated by either party hereto pursuant to Section 6 hereof. Any terms hereof that would normally be expected to survive expiration of this

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Agreement in order to effectuate the purposes of this Agreement (for example, the last sentence of Section 6) shall survive for such period of time as is appropriate to accomplish such purposes.

3. Fees/Expenses and Payment Terms. The Station Operator shall timely and fully pay the applicable amounts charged by the Association and the ABIP Inspector in connection with the ABIP Inspection, in accordance with the fees/expenses and payment terms set forth in Exhibit B attached hereto. The Station Operator acknowledges and agrees that the timely and full payment of all fees/expenses associated with the ABIP Inspection, including the inspection fee and the ABIP Inspector's expenses for mileage, meals and accommodations (if required), shall be a condition precedent to the issuance of a Certificate of Compliance to the Station.

4. Copy of the FCC ABIP Agreement. The Station Operator acknowledges and agrees that, as required by the FCC ABIP Agreement, the Association has provided the Station Operator with a true and complete copy of the FCC ABIP Agreement at the same time that it has provided the Station Operator with this Agreement.

5. Description of the ABIP Program.

a. The Association, in the exercise of its discretion, has selected one or more persons whom it believes in good faith have the requisite competence, experience, training, and integrity to perform properly the duties as an inspector under the ABIP Program (the "ABIP Inspector"). The Station Operator shall promptly notify the Association if it has any genuine concerns about the competence or integrity of the ABIP Inspector who conducts the inspection of the Station. If requested by the ABIP Inspector, the Station Operator shall provide the ABIP Inspector with use of such test equipment, in proper calibration, necessary to determine compliance with the Commission's rules and regulations. In addition, the Station Operator shall provide the ABIP Inspector with full access to the premises to be inspected and the necessary Station staff support to accomplish the ABIP Inspection in an efficient, complete, and timely fashion. The Station Operator and the Station's staff shall cooperate with the Association and the ABIP Inspector at all times in connection with any ABIP Inspection.

b. During the inspection of the Station under this ABIP Program, the ABIP Inspector shall conduct an onsite station inspection similar to a standard FCC Enforcement Bureau station inspection. Such inspection may, but shall not be required to, include an inspection of a Station's conformance with any regulations not typically reviewed in an FCC Enforcement Bureau onsite station inspection, but shall specifically not include compliance with equal employment opportunity or political broadcasting requirements, except to determine whether the Station has uploaded to its online Public Inspection File Annual EEO Public File Reports (if required). Furthermore, neither this Agreement nor the inspection will cover inspection of, or analysis of, compliance with the laws, rules, regulations or policies of the FCC or of any other Federal, state or local governmental authority relating to environmental matters, including, but not limited to, RF exposure.

c. The Station Operator acknowledges and agrees that, for purposes of this Agreement and the ABIP Program, the Station will be considered the holder of a valid Certificate of Compliance only if:

(i) upon the Association's issuance of the Certificate of Compliance to the Station, the Association shall have simultaneously sent a copy of the Certificate of Compliance to the pertinent FCC District or Resident Agent Office either by certified U.S. mail, by overnight delivery by private courier, or by standard U.S. mail if such mailing is preceded either by an electronic mail message indicating that the Certificate has been issued or by transmission of a facsimile of the Certificate (it is the intent of the Association to timely provide the pertinent FCC District or Resident Agent Office with a copy of such Certificate of Compliance),

(ii) upon the Station's receipt of the Certificate of Compliance, the Station continuously displays its Certificate of Compliance either in plain view (e.g., on the wall in the entrance area of the Station's principal studio) or in the Station's FCC authorizations binder at its principal studio, and

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(iii) the Station verbally informs any person who enters the Station premises and identifies himself or herself as an FCC inspector seeking to conduct an FCC inspection that the Station holds a valid Certificate of Compliance (actions taken pursuant to Section 5(c)(ii) and (iii), collectively, "Publicly Disclosed" or "Public Disclosure").

d) The Station Operator acknowledges and agrees that, for purposes of this Agreement and the FCC ABIP Agreement, a Station that has entered into this Agreement but whose ABIP Inspection has not yet been completed shall have the option to receive the benefits of holding a Certificate of Compliance for a "Grace Period," as defined below, but only so long as

(i) this Agreement is presented to any person who enters the Station premises and identifies himself or herself as an FCC inspector seeking to conduct an FCC inspection, and

(ii) the Association has notified the FCC that it has entered this Agreement with the Station using the notification procedures of Section 5(c)(i) above within thirty (30) days of the Contract Date.

Where a Station has not opted out as described below, the "Grace Period" shall commence on the Contract Date. The "Grace Period" shall expire at the end of the one hundred and fifty (150) day period beginning on the Contract Date and the Station shall thereafter no longer be eligible to receive the benefits of a Certificate of Compliance unless a valid Certificate of Compliance has been issued to the Station prior to the end of the "Grace Period" and such Certificate is being Publicly Disclosed by the Station. **THE STATION OPERATOR ACKNOWLEDGES AND AGREES THAT, BY ENTERING INTO THIS AGREEMENT, UNLESS THE STATION OPERATOR HAS CHECKED "NO" ON THE FIRST PAGE OF THIS AGREEMENT AND SET FORTH THE INITIALS OF THE PERSON EXECUTING THIS AGREEMENT ON BEHALF OF THE STATION OPERATOR, THE STATION OPERATOR HEREBY EXERCISES ITS OPTION PURSUANT TO THIS SUBSECTION AND EXPRESSLY DIRECTS THE ASSOCIATION TO GIVE THE FCC NOTICE THAT THE STATION OPERATOR HAS ENTERED INTO THIS AGREEMENT FOR THE STATION, THE DATE OF THIS AGREEMENT AND THE ESTIMATED DATE OF INSPECTION, AS NOTED ON THE FIRST PAGE OF THIS AGREEMENT. ONLY WHERE THE STATION OPERATOR HAS CHECKED "NO" ON THE FIRST PAGE OF THIS AGREEMENT AND EXECUTED THERE THE INITIALS OF THE PERSON EXECUTING THIS AGREEMENT ON BEHALF OF THE STATION OPERATOR, THE ASSOCIATION WILL NOT SO NOTIFY THE FCC, IN WHICH CASE THE STATION WILL NOT RECEIVE THE BENEFITS OF A CERTIFICATE OF COMPLIANCE UNLESS AND UNTIL A VALID CERTIFICATE OF COMPLIANCE HAS BEEN ISSUED TO THE STATION PRIOR TO THE END OF THE "GRACE PERIOD" AND SUCH CERTIFICATE IS BEING PUBLICLY DISCLOSED BY THE STATION. THE STATION OPERATOR ALSO ACKNOWLEDGES AND AGREES THAT THE ESTIMATED DATE OF THE INSPECTION IS JUST THAT, A GOOD FAITH ESTIMATE, AND DOES NOT CONSTITUTE A WARRANTY OR COVENANT OF ANY TYPE. THE STATION OPERATOR FURTHER ACKNOWLEDGES AND AGREES THAT IF EITHER (i) IT DOES NOT EXERCISE ITS OPTION, OR (ii) IT EXERCISES ITS OPTION BUT THE INSPECTION PROCESS DOES NOT RESULT IN THE ISSUANCE OF A CERTIFICATE OF COMPLIANCE WITHIN ONE HUNDRED AND FIFTY (150) DAYS OF THE CONTRACT DATE, THE STATION IS AT RISK THAT THE STATION COULD BE INSPECTED BY THE FCC FOR ANY REASON.** Unless the Station Operator exercises its option as described above, nothing in this Agreement shall require the Association, the ABIP Inspector or the Station to provide the FCC with notice that the Station is under contract to be inspected under the ABIP Program.

e. The Station Operator acknowledges and agrees that upon the completion of an inspection by the ABIP Inspector, the ABIP Inspector will promptly inform the Station in writing of his or her findings and conclusions. The failure of the ABIP Inspector to make and promptly forward his or her findings and conclusions to the Station after the ABIP Inspection shall be reported to the Association and shall, in all circumstances, prevent the Association from issuing a Certificate of Compliance to the Station based on such inspection. The Association shall use good faith efforts to maintain the confidentiality of the findings and conclusions of any ABIP Inspection. If the FCC or any other governmental or nongovernmental entity

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requests from the Association information relating to the findings or conclusions of any ABIP Inspection of the Station (other than relating to the issuance of a Certificate of Compliance), the Association will promptly notify the Station Operator, and otherwise cooperate with the Station Operator relating to such request. This Association obligation shall survive indefinitely the expiration or termination of this Agreement.

f. The Station Operator acknowledges and agrees that if, as a result of an ABIP Inspection, the ABIP Inspector discovers no existing or potential non-conformance with the Commission's regulations, the ABIP Inspector shall promptly notify the Station and the Association in writing, in which case the Association shall promptly send to the Station the original executed copy of the Station's Certificate of Compliance so long as the Station Operator has remitted to the Association all amounts due and owing by the Station Operator in connection with the ABIP Inspection. Whenever a Certificate of Compliance is issued by the Association to the Station, the Association shall also simultaneously send a copy of the Certificate of Compliance to the pertinent FCC District or Resident Agent Office identified in the attachment to the FCC ABIP Agreement.

g. The Station Operator acknowledges and agrees that if, as a result of an ABIP Inspection, the ABIP Inspector discovers any existing or potential nonconformance with the Commission's regulations, the ABIP Inspector shall promptly notify the Station in writing, in which case the Station shall promptly remedy the matter(s) and immediately thereafter report such remedial action to the ABIP Inspector. The ABIP Inspector shall have full discretion to determine whether, in such circumstance, a reinspection of the Station is required. If the ABIP Inspector is satisfied that adequate remedial action has been taken and has also determined, in the exercise of his or her discretion, that a reinspection is not required, the ABIP Inspector shall promptly notify the Station and the Association, in which case the Association shall promptly send the Station the original executed copy of the Station's Certificate of Compliance. If the ABIP Inspector, in the exercise of his or her discretion, determines that a reinspection is required, such reinspection shall be conducted by the same ABIP Inspector, if he or she is reasonably available. If he or she is not reasonably available, the inspection shall be conducted by a different ABIP Inspector. The ABIP Inspector and the Association shall follow the Certificate issuance/notification procedure contemplated for an initial ABIP Inspection. Where a reinspection is required, a fully satisfactory reinspection of the Station shall be a condition precedent to the issuance of a Certificate of Compliance to the Station. **The Station Operator acknowledges that a reinspection fee of \$100 per hour will be charged for any reinspection, plus associated travel costs and expenses for the reinspection.**

h. The Station Operator acknowledges and agrees that the FCC ABIP Agreement provides that, except as expressly provided below, upon receipt by the Bureau of a true and correct copy of a valid Certificate of Compliance for the Station and Public Disclosure of the Station's valid Certificate of Inspection, the Bureau should not conduct any type of inspection, investigation, or audit of the Station facilities for a period of three (3) years from the date of the Certificate of Compliance. Notwithstanding the foregoing, the Bureau may still conduct an inspection of the Station facilities if such inspection (i) relates to tower safety issues ("Targeted Tower Safety Inspection") or (ii) was initiated by a complaint against the Station ("Complaint Driven Inspection"). Pursuant to the terms of the FCC ABIP Agreement, the scope of a Targeted Tower Safety Inspection is to be limited to the antenna site(s) of the Station and its compliance with the FCC's regulations relating to tower lighting, tower painting, posting of the antenna structure registration for a radio or television broadcast station, RF radiation from the tower, and fencing/enclosure of a tower. Under the terms of the FCC ABIP Agreement, a Targeted Tower Safety Inspection would not, for example, include an inspection of other facilities of the Station, such as the Station's studio and interior of the transmitter building.

i. The Station Operator acknowledges and agrees that, in the case of a Targeted Tower Safety Inspection, the Bureau may, within its discretion, take or recommend enforcement action for any noncompliance discovered as a result of such inspection which relates to tower lighting, tower painting, posting of the antenna structure registration for a radio or television broadcast station, RF radiation from the antenna, and/or fencing/enclosure of a tower, and/or violations relating to political broadcasting or EEO. Under the terms of the FCC ABIP Agreement, all other instances of existing or potential regulatory noncompliance are to be referred to the Station without adverse action for resolution and reinspection. In such event, the Station shall promptly (i) notify the Association that the Bureau has notified the Station of

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one or more instances of regulatory noncompliance, (ii) remedy such noncompliance, (iii) notify the ABIP Inspector who performed the immediately preceding ABIP Inspection, and (iv) request a reinspection by that or some other available ABIP Inspector. The procedures set forth in Section 5(g) hereof applicable to inspections and re-inspections under this ABIP Program shall be followed in such circumstances.

j. The Station Operator acknowledges and agrees that, in the case of a Complaint-Driven Inspection of the Station, the Bureau may, within its sole discretion, take enforcement action for any noncompliance discovered as a result of the Complaint-Driven Inspection even if not related to the subject of the complaint.

k. The Station Operator acknowledges and agrees that, in the event that the Bureau determines, consistent with the procedures set forth in the FCC ABIP Agreement, that it must issue a forfeiture or take any other adverse action against the Station, the Bureau may, if circumstances warrant and in its discretion, give consideration to the Station's participation in the ABIP Program in mitigation of any violation, forfeiture amount, or other sanction or remedy.

6. Termination/Modification of this Agreement. This Agreement shall automatically terminate as of the effective date of the expiration or termination, if any, of the FCC ABIP Agreement, and is subject in all respects to the terms of the FCC ABIP Agreement and ABIP Program as they may be updated or amended from time to time. The Station Operator may terminate this Agreement upon ten (10) days notice to the Association; provided, that under no circumstance shall the Association be required to remit to the Station Operator any monies previously remitted to the Association, and provided further, that such termination shall not relieve the Station Operator from the obligation to pay any and all amounts incurred by the Association and/or the ABIP Inspector as a result of any planned or executed ABIP Inspection hereunder. The Association may terminate this Agreement only if the Association has provided the Station Operator and the Station written notice of a breach of this Agreement and the Station Operator has not cured the breach within ten (10) business days of the date of such notice. Notwithstanding any expiration or termination of this Agreement, if the Station shall hold, before the effective date of such expiration or termination, a valid and current Certificate of Compliance, such Certificate shall continue in full force and effect for the remaining term of the Certificate; provided, however, that the Certificate of Compliance shall no longer be valid if the Bureau were to terminate the FCC ABIP Agreement for the principal reason that it holds a genuine concern about the integrity of the ABIP Program as administered by the Association and the Bureau has given the Association written notice of the specific basis for its concern in its written notice to terminate.

7. Entire Agreement. This Agreement, and the Exhibits attached hereto, embody the entire agreement and understanding of the parties and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein, including, but not limited to, any prior ABIP agreement(s) between the Association and the Station Operator for the Station, and statements made in prior brochures, flyers, e-mails, and the like. This Agreement may only be amended by a written instrument executed by the parties hereto.

8. Benefit. This Agreement is intended to benefit only the Station Operator and the Station, and not any of their successors or assigns. Accordingly, neither this Agreement nor any Certificate of Compliance issued pursuant thereto may be assigned or transferred except to an entity which as of the Contract Date owns or controls directly or indirectly the FCC license for the Station, and any effort to do so shall be null and void.

9. Liability and Indemnification. The parties acknowledge and agree that this is a cooperative program, that the Association is motivated to help the broadcast industry increase the level of regulatory compliance generally, and that the Association is not in a position to assume, and does not assume, any liability hereunder to the Station Operator, the Station, or the ABIP Inspector, as a result of this Agreement, the ABIP Program, or the conduct of the Station Operator, the Station or the ABIP Inspector. The Station Operator and the Station shall jointly and severally indemnify and hold harmless, the Association, its members, officers, directors, employees and agents, from and against any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, liabilities (contingent or non-contingent) and expenses (including, but not limited to, fines, penalties,

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court costs and reasonable attorney fees) asserted against, resulting from, imposed upon or incurred by the Association, or any its members, officers, directors, employees or agents, directly or indirectly relating to, arising out of, or resulting from this Agreement or any inspection of the Station by the ABIP Inspector or by the FCC (including by the Bureau), and from any non-compliance by the Station Operator and/or the Station with any applicable law, regulation or policy of any governmental authority, including, but not limited to, the FCC.

10. Notices. All notices and other communications between the parties hereto permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery or twenty-four (24) hours after delivery to a nationally recognized courier service which guarantees overnight delivery or five (5) days after deposit with the U.S. Post Office, by registered or certified mail, postage prepaid, and, in the case of courier or mail delivery, addressed as specified below the signatures of each party hereto, or addressed to such other address(es) as such party may hereafter specify in a written notice to the other party hereto.

11. Headings. The headings set forth in this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of the provisions of this Agreement.

12. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Kansas, without giving effect to the choice of law principles thereof.

13. No Third-Party Beneficiaries. Nothing herein expressed or implied is intended to or shall be construed to confer upon or grant any rights or remedies under or by reason of this Agreement to any person or entity, other than to the parties hereto and their successors or permitted assigns.

14. Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision contained herein shall, for any reason, be held to be invalid or unenforceable, such provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remainder of such provision or any other provisions hereof, unless such a construction would be unreasonable; provided, however, that if the removal of such offending provision materially alters the burdens or benefits of either party, the parties agree to negotiate in good faith such modifications to this Agreement as are appropriate to achieve its purposes while ensuring the burdens and benefits of each party are reasonably comparable to those originally contemplated.

15. No Counterparts Contemplated. This Agreement may not be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Contract Date.

**The Association**

\_\_\_\_\_  
Allison Mazzei, President/CEO  
Kansas Association of Broadcasters  
Mailing Address: 534 S Kansas Ave.  
Topeka, KS 66603  
Telephone Number: 785-235-1307  
Email: info@kab.net

**Station Operator**

Station Operator: \_\_\_\_\_  
Authorized Rep. Name: \_\_\_\_\_  
Title of Rep.: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

**EXHIBIT A**

**STATIONS SUBJECT TO THIS AGREEMENT ARE (Please list the stations below.):**

Call Letters	Service (AM/FM/TV)	Translator (Yes/No)	Physical Address	Community of License/State	FCC "FIN" ID#

If any of the above stations are directional, please identify them (note that an additional inspection fee applies to directional stations): \_\_\_\_\_

Inspection fees            \$ \_\_\_\_\_

Add directional fee(s)    \$ \_\_\_\_\_

Total fees submitted     \$ \_\_\_\_\_

**NAME OF PERSON TO BE CONTACTED (GM or Engineer):** \_\_\_\_\_

TITLE: \_\_\_\_\_ EMAIL: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

**PLEASE ALSO PROVIDE THE FOLLOWING INFORMATION:**

STATION OPERATOR'S CORPORATE ENGINEER:  
NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

STATION ENGINEER:  
NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

**PLEASE SUBMIT THIS REQUEST WITH YOUR FEES TO:**

[allison@kab.net](mailto:allison@kab.net) or  
**KANSAS ASSOCIATION OF BROADCASTERS**  
534 S Kansas Ave., Ste. 1105  
Topeka, KS 66603

**EXHIBIT B**  
**FEES, EXPENSES, AND PAYMENT TERMS**

The fee to participate in the KAB's ABIP is designed to be affordable to everyone. KAB will pay the travel expenses for the inspector on his visit. Should he need to return because the station did not pass the first time, those expenses will be paid by the station.

	<b><u>MEMBER</u></b>	<b><u>NON-MEMBER</u></b>
Single non-directional AM	\$250	\$500
Directional AM – 5 monitoring points	*\$425	*\$850
Single FM (or translator)	\$250	\$500
AM/FM combo with AM non-directional	\$350	\$700
AM/FM combo with AM directional – 5 monitoring points	*\$500	*\$1,000
Duopoly FMs, non-directional AMs	\$350 base plus \$100 per station (above 2 stations)	\$700 base plus \$100 per station (above 2 stations)
Television Station	\$400	\$800
TV Duopoly (one market)	\$600 (\$200 for each station after 2)	\$1,200 (\$200 for each station after 2)

\* For directional AM, add \$25 for each additional monitoring point above 5.

ALL REINSPECTIONS: \$100 PER HOUR TO REINSPECT VIOLATIONS PLUS TRAVEL TO AND FROM STATION AND RELATED EXPENSES.

**After receipt of this request with all fees due by the Station, the KAB shall initiate this request with the ABIP inspector. The ABIP inspector will schedule the date(s) for completion of the inspection with the station contact.**

Please feel free to call us if you have any questions at 785-235-1307.