

# **Wisconsin Broadcasters Association**

## ***Station Inspection Program Contract***

Station (s) \_\_\_\_\_ requests an inspection of its facilities located at \_\_\_\_\_

1. Such inspection will be carried out pursuant to this contract executed by the Station Manager and under the terms of the WBA Contract with the FCC's Enforcement Bureau for an Alternative Broadcast Inspection Program (ABIP program) attached hereto. The Station Operator should read and understand the terms of this contract and have a copy readily available should the WBA inspector or an FCC inspector arrive to conduct a review of station operations. It is understood that this inspection will occur without prior notification as soon as practicable but within a 150 day period, to be determined by the WBA office. (Please note - the inspector may schedule the inspection at ANY TIME within this 150 day period. Your cooperation in accepting a proposed inspection date is appreciated and will result in lower travel costs for all involved.) The station will be advised of the beginning of the 150 day period upon receipt of this signed agreement and all fees, except "re-inspection fees" by the WBA office. "Re-inspection fees" will be billed and must be paid in advance of a necessary re-inspection. (See the Fee Schedule of this contract for applicable fees)

2. During the 150 day inspection/compliance period, the station shall receive the benefits of a fully compliant station (i.e. a 3-year grace period during which no routine FCC inspections will be conducted as noted in paragraph 4. below), ***PROVIDED*** the station have this contract readily available as provided in paragraph 1 above, provides it immediately to any FCC inspector who visits the station, and ***expressly consents*** to WBA notifying the FCC of the existence of this contract.

***FCC NOTIFICATION AUTHORIZATION: Please note whether you expressly consent to WBA notifying the FCC of the date and this existence of this contract:***

***Yes*** \_\_\_\_\_ ***No*** \_\_\_\_\_

3. Upon completion of the inspection the station will either receive a Certificate of Compliance, or, the station will receive a listing of all potential violations, and an opinion of severity. It is the responsibility of the station to correct any area of non compliance. The Wisconsin Broadcasters Association, its members, officers, board of directors, and staff assume no responsibility and make no guarantees beyond those listed in this contract.

4. The inspector has been contracted by the WBA and is not an employee of the Federal Communications Commission. Any non-compliance will not be reported to the FCC or any other governmental agency. However, notice of those stations found "in compliance", whether on initial inspection or upon re-inspection, will have a copy of their Compliance Certificate forwarded to the FCC field office in Columbia, Maryland. "In-compliance" stations must display their Certificate of Compliance from WBA in plain view (e.g. on the wall of entrance area of its main studio) or in the station's FCC authorization binder at its main studio. Stations found "in-compliance" by the WBA inspector will then be granted a three (3) year grace period, during which time the FCC will conduct no routine inspections. The exemption from routine inspections will apply to all matters ***except*** tower-related safety matters, EEO and political broadcasting rules compliance and, finally, to matters related to a formal complaint being filed with the FCC.

5. Should an FCC inspector come to a station to perform a normal routine inspection, unrelated to any of the above listed matters, before a WBA inspection is completed, station personnel must verbally inform the inspector of this contract and immediately provide a copy of the contract. Should an FCC inspector come to a station to perform a normal routine inspection while a station holds a valid Certificate of Compliance from a previous inspection within the 3 year grace period, station personnel must verbally inform the FCC inspector and point out the Certificate of Compliance and where it is displayed. That Certificate of Compliance should be displayed in a public area at the entrance to the station's main studio. The FCC inspector will not proceed with an inspection at that time.

6. If, during an inspection for tower safety-related matters or EEO or political broadcasting compliance, at a station holding a valid certificate of Compliance, the FCC notes other areas of non-compliance, they will be referred back to the station for resolution and/or re-inspection; if during a complaint driven inspection at a station holding a valid Certificate of Compliance, the FCC notes other areas of non-compliance, the FCC will, within its sole discretion take appropriate enforcement action.

7. Station agrees to retain three (3) copies of this agreement within its facility at all times. The distribution of these copies shall be as follows: one copy to be retained by the General Manager or Station Manager and two copies to be distributed to key staff personnel who are familiar with this agreement, with the WBA station inspection program, and with FCC procedures.

8. Station agrees to provide the WBA inspector with the necessary staff support and cooperation to accomplish the inspection and to behave towards the WBA inspector with courtesy and respect at all times. In addition, AM directional stations agree to provide the use of their fully functional field strength meter.

9. The station and the Wisconsin Broadcasters Association acknowledge and agree that this is a cooperative program designed to help the broadcast industry increase the level of regulatory compliance generally, and that the Association is not in the 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 acknowledge that the ABIP Inspector may not discover all instances where a station may not be in compliance with FCC rules, regulations, or policies. The Station Operator and Station shall jointly and severally indemnify and hold harmless, the Association, its members, officers, directors, staff, and ABIP Inspectors, 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, court costs, and reasonable attorney fees) asserted against, resulting from, imposed upon, or incurred by the Association or any of its members, officers, directors, or staff, 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 and from any non-compliance by the Station Operator and/or Station with any applicable law, regulation or policy of any governmental authority, including, but not limited to the FCC.

10. The undersigned understands and agrees to all the provisions of this contract and acknowledges that the FCC will be notified of the existence of this contract *unless* the FCC Notification Authorization on the first page of this contract was checked “NO”, and further acknowledges that, if that is the case, then the 150 day grace period described in Paragraph 2 is not available to this station

Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Phone \_\_\_\_\_ Date \_\_\_\_\_

*Please retain three (3) copies of this agreement and return the original, along with all fees, to the Wisconsin Broadcasters Association, 44 East Mifflin Street, Suite 900, Madison, WI 53703. In the event that an inspection has not been performed within one year of the receipt of this contract by the WBA office, all fees will be refunded in full. No interest or penalties will apply.*

## Fee Schedule

Station to be inspected is a: (check appropriately and remit total amount)

<input type="checkbox"/> <b>AM Station</b>	Members \$450	Non-Members \$675
<input type="checkbox"/> <b>AM Directional Station</b>	Members \$700	Non-Members \$1,000 (price includes 5 monitoring points. Additional monitoring points over 5 -- \$40 each)
<input type="checkbox"/> <b>FM Station</b>	Members \$450	Non-Members \$675
<input type="checkbox"/> <b>Television Station</b>	Members \$750	Non-Members \$1,150
<input type="checkbox"/> <b>Translators (Stand-Alone)</b>	50% of the above fee schedule for all stations, plus standard travel mileage to and from the translator site.	
<input type="checkbox"/> <b>Translators</b>	<b>(if performed in conjunction with the inspection of the parent radio or TV station)</b> 40% of the above fee schedule for all stations, plus standard travel mileage to and from the translator site.	
<input type="checkbox"/> <b>LPTV</b>	Members \$550	Non-Members \$850
<input type="checkbox"/> <b>LPFM</b>	Members \$350	Non-Members \$525
<input type="checkbox"/> <b>Re-inspections **</b>	50% of the above fee schedule for all stations except AM directionals, which remain at full fee.	

\*\* The Re-inspection rate only applies if a station did not pass their original inspection. This is the rate a station would pay once the recommended actions have been taken in order to be inspected again to achieve compliance.

\_\_\_\_\_ **Total to be submitted**

**Payment: You may pay by check or credit card (note credit card payment info below)**

**NOTE: This contract will not be processed until we receive payment**

**WBA HONORS THE FOLLOWING CREDIT CARDS FOR METHOD OF PAYMENT**

**AMERICAN EXPRESS**

**MASTERCARD**

**VISA**

**DISCOVER**

Name on Card:	Daytime Phone:	
Billing Address:		
City:	State:	Zip:
Credit Card #:	Expires:	3 Digit Code:
Signature Required:	Total Charge:	