

Indiana Broadcasters Association
Request for the Performance of an ABIP Inspection

Licensee: _____ requests a "ABIP Inspection" of the facilities for its Station[s]: _____ located at: _____

This Agreement sets out the terms on which the Indiana Broadcasters Association ("IBA") will facilitate the ABIP Inspection.

"Grace Period" (*Optional*) By checking the box below, you are directing the IBA to notify the Federal Communications Commission ("FCC") that the Station has entered into this contract with the IBA for an ABIP Inspection. The "Grace Period" shall commence on the date of this contract and expire at the end of 150 days. Should the FCC come to the station to perform a normal routine inspection (unrelated to (a) tower safety issues, (b) complaints or other external triggers, or (c) the **Online Public File ("OPF")**) before the ordered IBA inspection is completed, the Station should produce a copy of this agreement. If you checked the box, during the Grace Period, the FCC inspector will not proceed with a routine inspection.

It is understood that the IBA ABIP inspector will coordinate an inspection date and time with the Station.

Upon completion of the inspection, the station will receive a list of all potential violations discovered. It is the responsibility of the station to correct any area of non-compliance and notify the inspector immediately upon completion. The inspector may revisit the Station to ensure that corrections have in fact been made.

If you checked the box below, the FCC field office will be notified of stations found "in-compliance" by the IBA inspector, and will be granted a three (3) year Certificate of Compliance, during which time the station(s) will be exempt from routine FCC field inspections (with the exception of the OPF, targeted inspections and the other exclusions noted in this agreement) to the extent provided in the "Agreement for State Broadcasters Association Sponsored Alternative Broadcast Inspection Program," dated as of August 15, 2003, by and between IBA and the Enforcement Bureau of the FCC (the "FCC ABIP Agreement"), provided, however, that if the FCC ABIP Agreement is terminated, the exemption may expire before the end of the three-year period. Non-compliance will not be reported to the FCC or any other governmental agency.

The exemption from routine field inspections will not include inspections relating to (a) tower safety issues, (b) complaints or other external triggers, and (c) the substance of the contents of the OPF. The exemption also does not cover and will not include an inspection of a Station's conformance with any regulations relating either to (i) equal employment opportunity, or (ii) political broadcasting, except to determine whether the Station maintains Annual EEO Public File Reports (if required) and a political file that are available to the public upon request. The IBA Inspector will inspect the OPF only to the extent of assessing if the file is operational and has been maintained but will not review the contents of the file to assess compliance with the requirements of FCC rules. The FCC can inspect the OPF at any time. The FCC may also inspect the station at any time in response to a complaint, other targeted inspection, or for safety concerns.

The ABIP Inspection is to review compliance with FCC regulations (to the extent noted above), and will not review compliance with any other federal, state, or local laws or regulations. Furthermore, neither this Agreement nor the inspection will cover inspection of, or analysis for, 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.

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 familiar with this agreement, the IBA "ABIP inspection" program, and FCC procedures and maintained in a location where it can be produced to an FCC field inspector who visits the station for a random inspection.

Station agrees to provide the IBA inspector with the necessary staff support and cooperation to accomplish the inspection and to behave towards the IBA inspector with courtesy and respect at all times.

The inspector is an independent contractor of the IBA, not of the FCC. The Indiana Broadcasters Association, its members, officers, board of directors, and staff assume no responsibility and make no guarantees beyond those listed above. This agreement is made, and the ABIP Inspection shall be conducted, in accordance with the FCC ABIP Agreement. IBA cannot guarantee that FCC ABIP Agreement will remain in place or provide the same level of protection now afforded to stations that participate. IBA does not assume any liability hereunder to the Station or to the Licensee as a result of this agreement. The Licensee 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. It is agreed that the Indiana Broadcasters Association, its members, officers, board of directors, and staff shall be held harmless should any governmental agency take any action that results in fines, forfeitures, or any other punitive actions against the Station or the Licensee.

The undersigned authorized representative of the Licensee understands and agrees to all the provisions outlined in this document.

Print Name _____ Signature _____

Title _____ Date _____

Phone _____ Email _____

[] Check here if you consent to the IBA informing the FCC of your entry into this Agreement and if the ABIP inspection found that your station is in compliance with FCC rules.

Please return this contract to the IBA. If the inspection has not been performed within one year, all fees will be refunded in full.

Accepted on behalf of the IBA by:

Print Name _____ Signature _____

Title _____ Date _____