**NEW MEXICO BROADCASTERS ASSOCIATION**

**STATION INSPECTION AGREEMENT**

**THIS STATION INSPECTION AGREEMENT** is entered into this \_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2024, by and between the New Mexico Broadcasters Association, Inc., a New Mexico non-profit corporation, (hereinafter called NMBA) and broadcast station \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Hereinafter called The Station):

**WITNESSETH:**

Recitals:

(1) NMBA is a statewide organization composed of radio and television broadcast stations in the State of New Mexico.

(2) The Station is a broadcast station, operating in New Mexico.

(3) NMBA provides a Station Inspection Program in the State of New Mexico, to assist broadcast stations in achieving compliance with Federal Communication Commission policies and regulations, on terms and conditions set forth below in accordance with the Agreement for State Broadcasters Association-sponsored alternative Broadcast Inspection Program, date August 15, 2003, by and between the Enforcement Bureau of the Federal Communications Commission and NMBA (a copy of which is attached hereto) (“FCC/NMBA ABIP”).

(4) The Station wishes to participate in the Station Inspection Program offered by NMBA.

**THEREFORE**, based on the mutual covenants and agreements of the parties, it is agreed as follows:

(1) NMBA will provide an inspector to visit The Station, for the purpose of conducting an on-site inspection following the guideline of FCC CIB-18TV, FM or AM Bulletin: Broadcast Station Self-Inspection Check List and the FCC/NMBA ABIP.

(2) The on-site inspection will be scheduled where at all possible to coincide with other on-site station inspections in the same geographical area of The Station. There will be a minimum of 48 hours advance notification of the inspector’s arrival.

(3) The Station agrees that it will provide the NMBA inspector with the necessary staff, documentation and station access, to accomplish the inspection. The Station agrees that its staff shall promptly, fully and courteously assist the inspector in the conduct of the inspection.

(4) In the Agreement between NMBA and the ABIP inspector, it shall provide that the inspection shall comply with the terms of Paragraph 4(b), (e), (l) and (s) of the attached FCC/NMBA ABIP.

(5) It shall be sole duty of The Station to correct any and all items of non-compliance noted by the NMBA inspector. If, at the sole discretion of the NMBA inspector, a re-inspection is necessary, permission for such re-inspection shall be granted by The Station. The Station agrees to correct any items of non-compliance with 90 days. If a re-inspection by the NMBA inspector necessitates a second trip to The Station, The Station agrees that it will pay a second inspection fee not to exceed the original inspection fee and based on the time required (including travel time) by the second inspection (compared to the time required by the first inspection). Any additional inspection trips will be charged on the same basis.

(6) NMBA shall not report items of non-compliance to the Federal Communications Commission, or any other governmental agency. The NMBA inspector shall be an independent contractor to the NMBA and shall not be an employee of the Federal Communications Commission.

(7) Upon notification from the NMBA inspector that, either resulting from an inspection or re-inspection, he or she has not discovered any existing or potential non-conformance with the Commission’s rules, the NMBA shall promptly issue a Certificate of Compliance to the station, with a copy to the FCC District/Resident Agent for New Mexico in accordance with the provisions of Paragraph 4 (f) of the attached FCC/NMBA ABIP.

(8) In accordance with the attached FCC/NMBA ABIP, upon receipt of the Certificate of Compliance, the San Diego regional office of the Federal Communications Commission shall grant the present owner of The Station a three year grace period, during which time The Station will be exempt from routine inspections by the San Diego regional office of the Federal Communications Commission.

(9) Certain situations and issues are not covered by this Station Inspection Agreement:

A. This Station Inspection Agreement is in lieu of routine, Denver regional office, Federal Communications Commission inspections. Federal Communications Commission inspections prompted by direction or order from the Washington, D.C. office still are possible. Such inspections (among other reasons), may be triggered by formal complaints, or other government agency concerns, such as tower safety issues.

B. Equal Employment Opportunity issues are not covered.

C. Political broadcast rules, procedures and compliance are not covered; provided, the NMBA inspector may check whether the station can demonstrate current information on political broadcasts is contained in the public file.

(10) The Station has a disclosure responsibility to display its Certificate of Compliance either in plain view or in the station’s authorization binder in its main studio and to verbally advise any FCC inspector seeking to conduct an inspection that the station holds a Certificate of Compliance. In the event that an attempt to inspect by FCC personnel occurs prior to the NMBA inspection but after the execution of the agreement, the FCC personnel should be shown a copy of the agreement, which shall have been, upon execution, forwarded to the FCC District/Regional Agent for New Mexico, by NMBA

(11) As part of the basis of the bargain of this Station Inspection Agreement, The Station agrees that it will hold harmless the NMBA, its members, directors, officers, employees, agents and independent contractors from any and all claims of any kind and nature that result from this Station Inspection Agreement. The parties acknowledge that the purpose of this station inspection activity is to allow The Station to have an informal inspection of its facility and operation, in lieu of a routine, regional inspection from the Federal Communications Commission. Neither the NMBA nor any of its members, directors, officers, employees, agents or independent contractors can guarantee or control what government agencies may or can do in the area of broadcast industry regulation. The Station specifically holds harmless NMBA, its members, directors, officers, employees, agents and independent contractors for the results of any government inspections, actions or activities that result in fines, forfeitures, or any other types of corrective or punitive actions, or any other adverse consequences of any kind or nature.

(12) If, at its sole discretion, NMBA is not able to perform the inspection agreed upon under the terms of this Station Inspection Agreement, within one year from the date hereof, any fees advanced to the Station shall be refunded in full.

(13) The fees charged by NMBA for the inspection recited in this Station Inspection Agreement, shall be shown on Exhibit A, attached hereto, and included herein by reference. The Station agrees that the inspection amount, as recited on Exhibit A, (excepting re-inspection fees, if any) shall be paid upon the signing of this Station Inspection Agreement.

(14) If any disputes arise pursuant to the terms of this Station Inspection Agreement, the laws of the State of New Mexico shall apply.

(15) Any notification to either party shall be mailed to the following address, or to such other address as the parties may provide the other in writing

New Mexico Broadcasters Association The Station:

2333 Wisconsin St., NE Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Albuquerque, NM 87110 Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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New Mexico Broadcasters Association The Station

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

President & CEO Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_