

TERMS, CONDITIONS & GENERAL POLICIES FOR ARTS CONSORTIUM ADVERTISING OPPORTUNITIES

1. The Publisher* reserves the right to reject or cancel any advertisement(s) at its sole discretion.
2. All artwork submitted to the Publisher becomes the sole property of the Publisher and cannot be returned.
3. All advertisements are accepted and produced by the Publisher on the representation that the advertiser and/or advertising agency is properly authorized to publish the entire contents and subject matter thereof. It is understood that the advertiser and/or agency will indemnify any loss, expense or any other liability arising out of publication of such advertisement.
4. No conditions, printed or otherwise, appearing on the contract order or copy instructions, which conflict with the Publisher's policies, will be binding on the Publisher, unless specifically agreed to in writing by the Publisher.
5. The Publisher reserves the right to hold the Advertiser and/or the Advertising Agency jointly and severally liable for such money is due and payable to the Publisher.
6. Ad positioning agreements, even when acknowledged in writing by the Publisher, are subject to preemption by units of greater space, special placements or insertions or any other reason at the sole discretion of the Publisher.
7. The Publisher cannot be held responsible for the quality of reproductions when specifications are not adhered to or when materials are not received by specified dates. "Camera ready" art/ads from advertisers must be of the exact specifications required by the Publisher. Art/ad specifications pertain to any/all of the following: art/ad size, resolution of output or items submitted for output, line screen, etc. If these specification guidelines are not adhered to in the strictest sense, the Publisher reserves the right to not accept the art/ad as camera ready and make adjustments to the advertiser's price of the ad according to the current Publisher's price guidelines.
8. Any advertising agreement subject to cancellation must be accepted and acknowledged in writing by the Publisher in advance of the publication closing date. Cancellations are subject to a loss of monies already paid toward said advertising.
9. It is the sole responsibility of the Advertiser to proof their ad for correctness. It is the Advertiser's responsibility to turn in artwork to the Publisher during normal business hours on the publication closing date for the issue in which the advertisement is to be published. If no artwork is provided by the specified date, the Advertiser shall lose all monies paid to the Publisher and forfeit any space reserved.
10. No employees or agents of the Publisher has the authority to change any of the term, conditions, and/or general policies of the Publication.
11. As evidenced by the signatures of the sales representative and the Advertiser, the parties intend that a binding contract be created, and that it is understood by the Advertiser that the dollar amount contracted for in each issue contracted for is due regardless of Advertiser's business closure, business location change, event cancellation, or any other adverse event that might otherwise prohibit the Advertiser from the intended benefits of advertising in the Publication.
12. The Publisher reserves the right to alter and/or change any Advertiser's layout, artwork and/or advertisement that does not conform to the Publisher's specifications without notice to the Advertiser. The Advertiser understands that there will be additional charges assessed to the Advertiser to alter and/or change Advertiser's artwork and/or advertisement to conform to the Publisher's specifications.
13. Photographs, mechanicals, and other production department operations requested by the Advertiser from the Publisher will be assessed an extra charge. The amount will be based on the cost of the work required to get that item into the form and specification which conform to the Publisher's specification.
14. Although the Publisher will make every effort to print and distribute the Publication by the issue date, the Publisher shall not be held liable, and the Advertiser agrees to waive its rights to hold the Publisher liable for failure to distribute any issue of the Publication by the issue date.
15. Advertiser agrees that under no circumstance whatsoever, will the Publication be accountable to the Advertiser for any claim, loss of advertising, loss of business, failure to print and/or publish that would exceed the Advertiser's PAID amount.
16. The Advertiser warrants that he is the duly authorized and appointed agent for, or representative of, the product or service or place of business or business to be advertised under this Agreement and agrees to hold the Publisher harmless from any and all claims in any manner resulting from said advertising.
17. The Advertiser warrants that the use, in or in connection with any item, person, or persons used in or in connection with any item of advertising specified in this Agreement, including the use of any picture, picture reproduction, any endorsement, trade mark or trade name is duly authorized and the Advertiser agrees to hold the Publisher harmless from any and all claims in any manner resulting from use of such in advertising.
18. The Advertiser is fully aware and understands the nature and content of the Publication and that it is a publication that could contain content, including, but not limited to, editorials, articles, advertising, pictures, drawings, illustrations, commentary and other such materials, and as such, the Advertiser agrees to hold the Publisher harmless from any and all claims in any matter resulting from said contents of the Magazine.
19. Publisher reserves the right to decline any advertisement, before or after published closing date, including any prepaid, paid and/or unpaid advertisement. All copy, text, photos, and illustrations in advertisements are published with the understanding that the Advertiser is fully authorized, has secured proper consent for use of such material, and that the Publisher may lawfully publish Advertiser's material. The Advertiser agrees to indemnify and hold the Publisher, its employees, officers, agents, and business affiliations harmless from any and all liability, loss and expense of any nature whatsoever incurred as a result of publishing said advertisement. That indemnity includes, but is not limited to, lawsuits for libel, invasion of privacy, plagiarism, copyright infringement, unauthorized use of a person's name or photograph, or any other claim or suit.
20. By executing the Publisher's Marketing Agreement, the Advertiser admits having read all of the foregoing and neither the Publisher nor the Advertiser shall be bound by any agreement or understanding not expressed herein, and that the Advertiser understands and agrees to all of the Terms and Conditions contained in the provided agreements.

*Arts Consortium