
ADVERTISING TERMS AND CONDITIONS

A. Rate: The rate for the contract period is determined by the Rate Card in effect when agreement signed. The rate is for space only, based on receiving finished ad materials. If the ad requires production work, it will be subject to a \$95/hr charge.

B. Term: All agreements for advertising frequency discounts require that the specified number of advertisements be published within a twelve-month period and be promptly paid for.

C. Credit: All advertising is to be considered placed on a cash-with-order (i.e., space reservation) basis. Publisher (State Bar of Arizona) will allow credit at its discretion. Publisher at its discretion may require the Company or its Advertising Agency to submit a completed credit application along with space reservation, and/or undergo a satisfactory credit check prior to credit being issued. Advertising from entities in business less than one year is accepted on a cash-with-order basis only.

D. Publisher's Right To Reject, Cancel or Terminate Orders: Publisher reserves the right at its absolute discretion, and at any time, to cancel any advertising order or reject any advertising copy, whether or not the same has already been acknowledged and/or previously published. In the event of such cancellation or rejection by Publisher, advertising already run shall be paid for at the rate that would apply if the entire order were published. In addition, Publisher reserves the right to remove from selected copies of the publication advertisements containing matter that subscribers have deemed objectionable. Publisher, at its absolute discretion, may terminate its relationship with Advertiser and/or Agency for the breach of any of the terms hereof, including without limitation a breach based on the failure on the part of either Advertiser or Agency to pay each bill by its due date. Should Publisher terminate its relationship with Advertiser and/or Agency, all charges incurred together with short-rate charges shall be immediately due and payable. Furthermore, in the event Advertiser or Agency breaches, Publisher may, in addition to its other remedies, (a) cancel its recognition of Agency, thereby causing Agency to lose claim to any commission for any further advertising placed with Publisher on behalf of Advertiser or any other client, and/or (b) refuse to publish any or all of Advertiser's advertising.

E. Unfulfilled Contracts/Short-Rate: In the event of Advertiser's or its Agency's cancellation of any portion of any advertising order/contract or failure to have published and paid for the specified number of advertisements, or if at any time Publisher in its reasonable judgment determines that Advertiser is not likely to publish and pay for the total amount of advertising specified during the term of the agreement, any rate discount will be retroactively nullified, including for previously published advertisements, and may result in a short-rate. In such event, Advertiser and/or Agency must reimburse Publisher for the short-rate (which is the difference between the rate charged on the contracted frequency and the higher rate based on the frequency discount earned (if any) by the number of advertisements actually published and paid for) within 30 days of invoice therefore and Advertiser will thereafter pay for advertising at the open rate or at the earned rate(s) as applicable. Any merchandising program executed by Publisher in reliance on advertising that is cancelled will be paid for by Advertiser at the fair market rate for such program. No rebates (for advertising frequency discounts for advertising run in excess of specified schedule) will be earned if all advertising is not paid for.

F. Restrictions on Advertiser's Cancellation of Advertising Orders: No changes in orders or cancellations are accepted unless received in writing and before the specified closing dates, which vary by product and are set forth in Publisher's rate card. No changes in orders or cancellations may be considered executed unless acknowledged in writing by Publisher. Orders not cancelled as of these closing dates will be billed, even though Advertiser fails to furnish copy or digital files. When change of copy or artwork is not received by the closing date, copy run in previous issues will be published. Should Publisher agree to cancel an existing work order, Advertiser will be responsible for the cost of any work performed or materials purchased on behalf of Advertiser, including the cost of services, paper and/or printing.

G. Positioning of Ads: Advertising Positioning is at Publisher's Discretion. Orders for advertising containing requests regarding restrictions or specifying positions, facings, editorial adjacencies or other requirements may be accepted and published but such restrictions or specifications are at Publisher's sole discretion. Requested positions may be honored as Publisher deems possible, on a first-come, first-served basis if honored. However, in the case of more than one advertiser requesting the same position in the same issue, if Publisher deems possible to fulfill the request, preference to fulfill the request may be given to contract advertisers first, based in rank order of highest frequency contract commitment. First right of opportunity to pay a guaranteed positioning fee may be offered to advertisers in order of date of original position request, if a guaranteed position is available and if advertiser(s) desire to pay a fee to guarantee position thus superseding a position request. Any guaranteed position is subject to a positioning fee and to approval by Publisher in advance.

H. Labeling of Advertisements: Advertisements that simulate editorial content must be clearly defined and labeled "ADVERTISEMENT" or "PROMOTION" or "SPECIAL ADVERTISING SECTION" at the top of the advertisement, and Publisher may, in its discretion, so label such copy.

I. Inserts: An accurate facsimile of any furnished pre-printed insert must be submitted to Publisher for review prior to the printing of the insert. Publisher is not responsible for errors or omissions in, or the production quality of, furnished inserts. Advertiser and/or Agency shall be responsible for any additional charges incurred by Publisher arising out of Advertiser and/or Agency's failure to deliver furnished inserts pursuant to Publisher's specifications. In the event that Publisher is unable to publish the furnished insert as a result of such failure to comply, Advertiser and/or Agency shall remain liable for the space cost of such insert.

J. Errors in or Omissions of Advertisements: In the event of Publisher's errors in or omissions of any advertisement(s), Publisher's liability shall be limited to a credit of the amount paid attributable to the space of the error and in no event shall exceed the total amount paid to Publisher for the advertisement, and Publisher shall have no liability unless the error/omission is brought to the Publisher's attention no later than 60 days after the advertisement is first published. However, if a copy of the advertisement was provided or reviewed by Advertiser, Publisher shall have no liability. In no event will Publisher have any liability for errors or omissions caused by force majeure or errors in key numbers.

K. Trademarks: The titles and logos of *Arizona Attorney Magazine*, the State Bar of Arizona and other electronic and print publications published by the State Bar of Arizona are registered trademarks. Neither the titles nor the logos of the publications may be used without the express written permission of Publisher.

L. Indemnification: Advertiser and its Agency, if there be one, each represent that any advertising or other material (including product samples) submitted by Advertiser or Agency complies with all applicable laws and regulations and does not violate the personal or proprietary rights of, and is not harmful to, any person, corporation or other entity. As part of the consideration to induce Publisher to publish such advertisement, Advertiser and its Agency, if there be one, each agrees jointly and severally to indemnify and save harmless Publisher, and its employees and representatives, against all liability, loss, damage, and expense of any nature, including attorneys' fees, arising out of any actual or potential claims for libel, invasion of privacy, copyright, patent, or trademark infringement, and/or any other actual or potential claims or suits that may arise out of the copying, printing, publishing, distribution or transmission of such advertisement. If the Publisher participated in the creation of such advertisement, the Publisher will indemnify Advertiser in connection with potential claims to the extent it has agreed to do so in writing.

M. Responsibility for Payment of Advertising Bills: In the event an order is placed by an Agency on behalf of Advertiser, such Agency warrants and represents that it has full right and authority to place such order on behalf of Advertiser and that all legal obligations arising out of the placement of the advertisement will be binding on both Advertiser and Agency. Advertiser and its Agency, if there be one, each agrees to be jointly and severally liable for the payment of all bills and charges incurred for each advertisement placed on Advertiser's behalf. Advertiser authorizes Publisher, at its election, to tender any bill to Agency, and such tender shall constitute due notice to Advertiser of the bill and such manner of billing shall in no way impair or limit the joint and several liability of Advertiser and Agency. Any bill tendered by Publisher shall constitute an account stated unless written objection thereto is received by Publisher within ten (10) days from the rendering thereof. Payment by Advertiser to Agency shall not discharge Advertiser's liability to Publisher. The rights of Publisher shall in no way be affected by any dispute or claim between Advertiser and Agency. Advertiser and Agency agree to reimburse Publisher for its costs and attorneys' fees in collecting any unpaid advertising charges. Advertiser confirms that it has appointed Agency, if one is specified, to be its authorized representative with respect to all matters relating to advertising placed on Advertiser's behalf with the understanding that Agency may be paid a commission.

N. No Assignment of Advertising: Advertiser and its Agency may not use any advertising space either directly or indirectly for any business, organization, enterprise, product, or service other than that for which the advertising space is provided by Publisher, nor may Advertiser or Agency authorize any others to use any advertising space.

O. Republication of Advertisements: Advertiser and Agency agree that any submitted advertisements published may, at Publisher's option, be republished or reused by Publisher or its agents in any form in whole or in part in all media now in existence or hereafter developed, whether or not combined with material of others. The copyright in any advertisement created by Publisher is owned by Publisher and may not be otherwise used by Advertiser or third parties without Publisher's prior written consent.

P. Advertising Rates: Rates contained in advertising orders that vary from the rates listed herein shall not be binding on Publisher and the advertisements ordered may be inserted and charged for at the actual schedule of rates, unless specified in writing and signed by advertising manager. Announcement of any changes in rates will be made thirty (30) days in advance of the closing date for the first issue affected by such new rates. Rates will be honored by Publisher until the current contract expires. Advertising rates are not contingent on State Bar of Arizona's publications or website reaching any circulation or readership level that may be represented in State Bar of Arizona's marketing materials. Members of the State Bar of Arizona who are in good standing are eligible for advertising rates on the Member Rate Card for *Arizona Attorney* magazine.

Q. Special Publications: Certain special publications produced and published by the State Bar of Arizona carry special rates, which are not subject to our general frequency discounts, and are non-cancellable once an agreement is signed.

R. Terms of Sale: All rates are net. Payment is due thirty (30) days from the date of invoice. Interest will be charged at a rate of 1.5% per month on past due balances. Publisher may at its option require cash with order or change payment terms.

S. Choice of Law and Forum: All issues relating to advertising will be governed by the laws of the State of Arizona applicable to contracts to be performed entirely therein. Any action brought by Advertiser against Publisher relating to advertising must be brought in the state or federal courts in Arizona. The parties hereby consent to the jurisdiction of the state or federal courts in Arizona in connection with actions relating to advertising.

T. 501 (c) (6) Nonprofit Corporation: The State Bar of Arizona is a 501 (c) (6) nonprofit corporation. Donations to a 501 (c) (6) organization are not tax deductible as a charitable contribution. Some payments, however, may be deductible as a business expense, please consult your tax advisor.

U. Entire Agreement: The foregoing terms and conditions shall govern the relationship between Publisher and Advertiser and/or Agency. Publisher has not made any representations to Advertiser or Agency that are not contained herein. Unless expressly agreed to in writing and signed by the advertising manager, no other terms or conditions in contracts, orders, copy, or otherwise will be binding on Publisher. Failure by Publisher to enforce any of these provisions shall not be considered a waiver of such provision.

State Bar of Arizona

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