Contract Regulations for *American Jails* Magazine

The following regulations are considered part of the official AJA Advertising Contract. Please retain a copy for your records.

1. Advertisers or agencies will be invoiced upon publication of the magazine. **Payment is due within 30 days of invoice. Overdue accounts will be charged a late payment fee of 1-1/2% per month (18% annually).**

2. Accounts not paid within 30 days will have future scheduled advertisements canceled until the full amount due is paid. Accounts past due 90 days will be referred to a collection agency. In such event, advertiser and agency shall be responsible for the cost of collection, including reasonable attorney's fees.

3. AJA reserves the right to reject questionable or objectionable advertising.

4. AJA does not guarantee any given level of circulation.

5. AJA assumes no liability for advertising that fails to be published as scheduled.

6. All space cancellations or changes must be received in writing 30 days prior to the space reservation date for each issue. Changes will be confirmed in writing by AJA. Short rates will be levied on canceled contracts.

7. For multi-insertion advertisements, if copy/instruction changes are not received by the space reservation deadline, the advertisement will run according to its previously confirmed specifications, and the advertiser/agency will be responsible for payment. Copy changes will be recognized only via written confirmation from the advertiser or agency and are subject to AJA's approval.

8. Advertiser or agency assumes responsibility for claims and/or testimonials made in advertisements as well as permission to utilize names, places and/or photos within the advertisement. AJA assumes no such responsibility.

9. Agency refers to an individual or group that makes the media selection, handles the order, coordinates and processes the space reservation placement with the publisher, furnishes and prepares transportation and import charges on all printed materials submitted, and processes prompt payment. Advertisers will not be considered for agency discounts unless they have written documentation of in-house agency status in the form of an insertion order and have notified the publisher of that status in advance. Commission discounts will be given at the discretion of the publisher.

10. Any advertisement that, in the opinion of the publisher, may be confused with the editorial pages must be clearly marked *Advertisement* at the top of the advertising copy.

11. The advertiser and/or agency assume and agree to pay the charges established in the most current rate schedule. Bills will be sent, at the publisher's option, to the agency or the advertiser. AJA accepts advertising solely upon the condition that both the advertising agency and its client, the advertiser, are responsible for all obligations due to the publisher (including all expenses incurred by the publisher at the request of the agency or the advertiser). The signatures of the authorized representatives of the advertising agency and the advertising company on this contract signify that those parties affirmatively agree to their joint and several obligations hereunder. The advertiser is liable hereunder even if this contract is signed only by representatives of the advertiser and the American Jail Association, but not by the advertising agency. The signature of only the authorized representative of the agency on this agreement constitutes a representation and warranty that he/she has explained the foregoing to his/her client, the advertiser, and that the advertiser has authorized the agency to enter into this agreement on the advertiser's behalf. The publisher's policy is to bill the agency for media placements. If, for any reason, the agency fails to pay the publisher's statement when presented, the publisher will immediately seek and be entitled to payment from the advertiser.

12. The contract regulations set forth herein are final and binding. It will be presumed that advertisers have read this information and have agreed to its conditions without any further contact or notice.

13. The advertiser/agency shall, jointly and severally, indemnify and protect the publisher from any loss or expense, including and without limitation, reasonable attorney's fees, resulting from claims or suits based upon the content or subject matter of such advertisements, including and without limitation, claims or suits for libel, violation of right or privacy, plagiarism, copyright infringement, and false advertising.

14. AJA does not assume any liability for the return of printing material in connection with advertising unless specific written request is received to hold such material subject to order for a period not exceeding 12 months. After 12 months the printing material is destroyed.

15. Performance pursuant to these contract regulations by either party is subject to acts of God, war, government regulation, disaster, strike, civil disorder, or other emergency making it inadvisable, illegal, or impossible to provide the advertiser/agency with the publication of contracted advertising space. It is provided that the AJA contract for advertising may be terminated without liability for any one or more of such reasons by written notice from one party to the other.

16. Use of the AJA logo or name within an advertisement is strictly prohibited.

17. AJA reserves the right to change or modify the policies, terms, and rates set forth herein without further notice.