

## Terms and Conditions

The application becomes a contract only upon acceptance by the Publisher.

**Definitions.** "Publisher" shall mean the Reading Recovery Council of North America (RRCNA), and "Advertiser" shall mean the advertising applicant named herein or any advertising agency working on behalf of the advertising applicant.

**Payment.** Invoices will be mailed at posted materials due dates for each issue, with payment due upon receipt of invoice. New advertisers will be invoiced at space reservation, with payment due prior to publication. Advertiser and Advertiser's Agency, if any, shall be liable for payment under this contract. Publisher may invoice or bill Advertiser or Advertiser's agency, at its sole discretion. If payment is not made when due, late charges, interest, and attorney's fees at the maximum rate permitted by law (not to exceed 25 percent of the amount due hereunder) may be charged by Publisher to Advertiser or Advertiser's agency. Notice of demand for payment of Advertiser or Advertiser's agency shall be deemed notice to both. Payment by American Express, MasterCard or Visa, or by check or money order is acceptable.

**Submissions.** Properly formatted materials must be submitted to Publisher. Failure to submit materials on a timely basis may result in re-publication of a prior ad or billing of Advertiser for the devoted space.

**Publisher Reservations.** Publisher reserves the right, in its sole discretion, to: (a) refuse any advertisements for any reason, including without limitation, political candidate or agenda ads, action committees, special-interest groups, or referendums; inappropriate ads endorsing products or services deemed not suitable to Publisher's audience or in conflict with Publisher's mission statement; ads conflicting with services, products, or programs offered by Publisher or its affiliates; or ads in breach of any of Advertiser representation or warranty; and (b) print the words "paid advertisement" at the top of any ad that might be confused with editorial content.

**Advertiser Representations and Indemnity.** Advertiser represents and warrants that: (a) it has read these additional Terms and Conditions; (b) that its representative submitting this agreement is authorized to do so and that the submissions may be relied upon as though it were a signed agreement; (c) that the materials submitted are not libelous, obscene, invasive of the privacy of any third party, and accurately portray the goods and services offered by Advertiser; (d) that no further permission or license is required of any third party prior to publication of the submitted material; (e) that publication of the submitted material does not infringe any copyright or other proprietary right held by any third party. Advertiser agrees to indemnify and hold harmless Publisher for any breach of these representations, including judgments, attorney's fees, costs, and other damages.

**Limitations of Liability.** Publisher shall not be liable for failure to publish an ad due to labor disputes, accidents, fires, Acts of God, or any other circumstance beyond the control of Publisher. In no event will Publisher liability hereunder exceed amounts paid by Advertiser to Publisher under this agreement. This agreement may not be invalidated for wrongful insertion or omissions by Publisher. Publisher may issue credit to Advertiser for wrongful insertions or omissions.

**Entire Agreement.** This is the entire agreement between the parties concerning the subject matter herein and may be amended only in writing signed by both parties.

**Choice of Law.** This agreement shall be governed and construed in accordance with the laws of the State of Ohio and venue for any cause or suit arising hereunder shall lie in Franklin County, Ohio.

**Waiver:** Waiver by publisher of any right hereunder shall not operate as a waiver of any other remedy.