

ADVERTISING TERMS



The below advertising terms apply to all advertising within the Roller Skating Association. By signing an RSA advertising contract, you agree to all terms listed below, as well as all information listed within this Media Kit.

RSA ADVERTISING POLICY:

1. The Editor, Executive Director or other Roller Skating Association International (RSA) representative may:

- Refuse, discontinue or revise any advertising the Advertising Manager deems inappropriate for publication;
- Refuse or discontinue advertising from any advertiser who is not current in the payment of dues owed to (RSA) or other amounts due to (RSA) for any other reason;
- Require additional information regarding financial condition and business character from the advertiser before allowing publication; and
- Require the word "paid advertisement" within or adjacent to all advertisements which, in the opinion of (RSA), resemble editorial matter. Location of words "paid advertisement" will be placed at the discretion of (RSA).

2. The advertiser will indemnify, defend and hold harmless (RSA), its employees and agents from any claim and all loss, expense or liability arising out of the publication of any advertisement.

3. (RSA) does not assume liability for errors or omissions in advertisements. Additionally, (RSA) assumes no liability if it becomes necessary to omit an advertisement for any reason. (RSA) is not responsible for errors in advertisements including key numbers, color matching, size adjustments, etc. Failure to make the Advertising Contract correspond in price or otherwise with the current Media Kit pages 4 and 5 is regarded only as a clerical error and publication is made and charged for upon the terms of the contract and schedule in force without further notice.

4. The space available for advertising in Roller Skating Business, RSA Today, RSA Convention Program and the RSA Membership Directory is limited. The advertising priority:

- Advertisers party to long-term Advertising Contracts - (RSA) will allocate priority based on the duration of the contract and the date (RSA) accepts the contract.
- Contributors of articles accepted for publication.
- All other advertisers on a "first-come, first-served" basis.

5. The Editor or other representative of (RSA) on behalf of Roller Skating Business, RSA Today and the RSA Membership Directory may refer complaints regarding advertisers or other notice of advertiser activities adverse to the purposes of (RSA) to (RSA) Executive Director for action.

6. Advertisers may appeal decisions of the Editor to the (RSA) Executive Director.

OTHER ADVERTISING TERMS

All advertising orders are accepted subject to the terms and provisions of the current Media Kit. The execution of an order is construed as acceptance by parties of all rates and conditions under which advertising is sold at the time, be it on (RSA) paperwork or Advertiser/Advertising Agency paperwork.

RELEASE: All advertisements are accepted and published by (RSA) on the representation that the Advertiser and/or Advertising Agency are properly authorized to use the entire contents and subject matter thereof. When advertisements containing the names, pictures and/or testimonials of living persons are submitted for publication, the order or request for the publication thereof shall be deemed to be a representation by the Advertiser and/or Advertising Agency that they have obtained the written consent of the use in the advertisement of the name, picture and/or testimonial of any living person which is contained herein. It is understood that the Advertiser and/or Advertising Agency will indemnify and hold (RSA), volunteers, employees and contractors, harmless from any and against any loss, expense or other liability resulting from any claims or suits for libel, violation of rights of privacy, plagiarism, copyright infringement and any other claims or suits that may arise out of the publication of such advertisement. All copy, text and illustrations are subject to (RSA) approval before execution of the contract/order; and the right is reserved to reject or exclude copy which is unethical, misleading, extravagant, challenging, questionable in character, in bad taste, detrimental to the public health or interest, otherwise inappropriate or incompatible with the character of the publication, or that does not meet with the approval of the Federal Trade Commission, whether or not the same has already been accepted and/or published. In the event of such cancellation or rejection by (RSA), the advertising already run shall be paid for or billed at the rate provided in the Media Kit and/or Advertising Contract.

MEDIA KIT: The parties are in agreement that the media kit in effect at the signing of the contract is considered to be an integral part of the Advertising Contract, including its terms, specifications, and deadlines for materials to be received by (RSA).

PAYMENT: Advertisements must be prepaid for one year to establish credit history. After one year of positive credit history, client may be invoiced. Net 30 days.

COLOR: Exact color match cannot be guaranteed by (RSA) and will not be refunded.

PAST DUE: A carrying charge of 1.5 percent (1.5%) of total advertisement cost per month will be imposed on all advertising invoices not paid within 30 days. (RSA) reserves the right to hold the Advertising Agency and/or Advertiser jointly and severally responsible for monies due and payable to (RSA). The Advertising Agency agrees that it is acting for its disclosed principal, the Client, and, as such, binds itself and the Client to the terms and conditions of the Advertising Contract and Advertising Agreement. Agency shall be liable for payment of sums due hereunder. (RSA) may look to either Advertising Agency or Advertiser for payment. Payment by Advertiser to Advertising Agency does not alleviate obligation of Advertiser to (RSA) for payment in full.

ADVERTISING AGENCY DISCOUNTS: Final total is net and any additional commissions charged to the advertiser must be done on behalf of the acting agency. (RSA) is not responsible for billing at gross

costs which may include agency fees. Any agreed upon Advertising Agency discount between Agency and (RSA) will be available only to recognized advertising agencies submitting camera-ready artwork, provided payment is received within 30 days of invoice date. No advertising agency discount, in these instances, will be allowed if additional art or production work is performed by (RSA), payment is not made within 30 days, or advertisements are not placed through an advertising agency.

CANCELLATIONS: Neither the Advertiser nor its Advertising Agency may cancel an insertion after the closing date listed on page 7 of Media Kit.

CONTRACT AMENDMENTS: Verbal agreements or instructions are not recognizable amendments to the Advertising Contract.

NON-CANCELLATION: The parties agree that this contract may not be canceled and is an exclusive statement of the terms of the full agreement between both parties. No provisions of this contract can be waived or amended except by writing signed by the both Advertiser and (RSA).

ADVERTISING COPY: Submission of advertising copy is the sole responsibility of the Advertiser. If advertiser does not supply new ad copy by the published advertising closing dates, it is agreed that (RSA) will print Advertiser's previously run advertising art on file. If no previous advertising art is available to (RSA), no ad will be run and the Advertiser will be liable for the full cost of the contracted space not used and the space will be allocated at the discretion of (RSA).

DELAYS: (RSA) is not liable for delays in publication, printing, delivery and/or non-delivery in the event of an act of God, action by any government or quasi-government entity, fire, flood, insurrection, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, RSA staff shortage, gross printer error, or any condition beyond the control of (RSA) affecting production or delivery in any manner.

ADDITIONAL CHARGES: All production costs incurred, including alterations or necessary repairs to printing material, will be billed over and above space charges. 3% fee on all credit card purchases.

HEADINGS: The captions, numbers and headings appearing herein are inserted only as a matter of convenience and do not limit or expand the context of their respective paragraphs.

GUARANTEE OF PAYMENT: By signing the Roller Skating Association Advertising Contract, he or she is authorized to purchase and personally guarantees full payment of the Advertising Contract. The cost and size of each ad will be in strict accordance with the Advertising Contract.