

Texas Lone Star Advertising Agreement Terms & Conditions

Upon acceptance of the Advertising Application by Publisher, the below terms and conditions shall apply to Advertiser.

DEFINITIONS. “Publisher” shall mean the Texas Association of School Boards, Inc., and “Advertiser” shall mean the advertising applicant and any advertising agency (“Agency”) working on behalf of the advertising applicant.

PAYMENT. Payment must be made in advance of publication. If payment is not made when due, the advertisement may not be published. If the advertisement is published but Advertiser has not yet paid Publisher in full, late charges, interest, and attorney’s fees at the maximum rate permitted by law may be charged by Publisher to Advertiser or Advertiser’s agency. Notice of demand for payment to Advertiser or Advertiser’s Agency shall be deemed notice to both. Payment by Visa, American Express, MasterCard, or check or money order is accepted.

SUBMISSIONS. Advertiser must submit properly formatted, camera-ready material to Publisher by the deadline indicated on Publisher’s current rate card. Failure to timely submit materials may result in republication of a prior advertisement or billing of Advertiser for the devoted space. Advertiser is solely responsible for the accuracy of the submitted copy. All advertisements must clearly and prominently identify Advertiser by trademark or name.

PUBLISHER RESERVATIONS. TASB is committed to open market competition and compliance with laws governing free enterprise. Publisher reserves the right, in its sole discretion, to reject any and all advertising. Publisher more specifically reserves the right to:

- (a) refuse any advertisements for any reason, including without limitation, political advertisements (including advertisements for candidates, referendums, political agendas, political action committees, or special-interest groups); advertisements endorsing products or services deemed unsuitable to Publisher’s audience or in conflict with Publisher’s mission or purposes; advertisements conflicting with services, products, or programs offered by Publisher or its affiliates; or advertisements in breach of any of Advertiser’s representations or warranties;
- (b) “bump” or postpone advertisements to be published in later editions, delete advertisements as necessary, or move advertisement positions within an edition;
- (c) change the design, content, or issue date of its publications without notice;
- (d) hold Advertiser and its Agency jointly and severally liable for money due and payable to Publisher;
- (e) print the words “paid advertisement” at the top of any advertisement that might be confused with editorial content; and
- (f) cancel this agreement upon 10 days written notice to Advertiser. In the event of a cancellation pursuant to this subsection or a failure to publish due to a Force Majeure Event as defined below, Publisher will refund fees paid by Advertiser for unpublished advertisements. Publisher will not be liable to Advertiser for any consequential or incidental losses or damages resulting from this cancellation. The refund will be the sole and exclusive remedy of Advertiser.

ADVERTISER REPRESENTATIONS AND INDEMNITY. Advertiser and Agency, if applicable, jointly and severally represent and warrant that:

- (a) Advertiser and Agency have read these Terms & Conditions;
- (b) a facsimile or photocopy of this executed agreement may be relied upon by either party;
- (c) the materials submitted are not libelous, obscene, or invasive of the privacy of any third party, and the materials submitted accurately portray the goods and services offered by Advertiser;
- (d) Advertiser is not prohibited from entering into this agreement, and all advertisements submitted pursuant to this agreement comply with all federal and state laws, including but not limited to copyright laws, trademark laws, and restrictions relating to unfair and deceptive trade practices and consumer protection; and
- (e) Advertiser and Agency are fully authorized and licensed to use (i) the name and portraits or pictures of persons or things in the advertisements; (ii) any trademarked, copyrighted, or otherwise private material in the advertisements; and (iii) any testimonials contained in the advertisements.

Advertiser and Agency will indemnify and hold Publisher harmless for any breach of these representations, including judgments, attorneys’ fees, costs, and other damages.

LIMITATIONS OF LIABILITY. Publisher shall not be liable for failure to publish an advertisement due to a Force Majeure Event, which includes labor disputes, accidents, fires, Acts of God, disease, pandemic, health emergency, government order or regulation, or any other circumstance beyond the control of Publisher. In no event will Publisher’s liability hereunder exceed cost of space occupied by Advertiser’s most recent advertisement in *Texas Lone Star*. This agreement may not be invalidated due to typographical errors, incorrect insertions, or omissions resulting from Publisher’s actions. If Advertiser notifies Publisher of Publisher’s error within 30 days of the mailing date of the *Texas Lone Star*, Publisher will run a correction for the incorrect portion of the advertisement. Publisher is not liable for any loss resulting from an incorrect advertisement. Advertiser’s sole and exclusive remedy is the correction made by Publisher. Appearance of Advertiser’s advertisement in *Texas Lone Star* does not imply endorsement by TASB.

ENTIRE AGREEMENT. This agreement represents the entire agreement between the parties concerning the subject matter herein and replaces any prior agreement between the parties concerning the subject matter herein. No insertions, interlineations, or modifications by Advertiser may change the terms and conditions of this agreement unless Publisher agrees to such changes in a separate written document.

CHOICE OF LAW AND VENUE. This Agreement shall be governed and construed in accordance with the law of the State of Texas and venue for any cause or suit arising hereunder shall lie in Travis County, Texas.

WAIVER. Waiver by Publisher of any right hereunder shall not operate as a waiver of any other remedy.