

# Terms and Conditions - 2005

1. The forwarding of an order is construed as an acceptance of all rates and conditions under which advertising is at the time sold.
2. The contract for advertising orders, rates and discounts shall be in writing. Cancellations and changes in ad copy must be made in writing.
3. In consideration of CAADS' acceptance and publication of any advertisement, advertiser agrees to indemnify and hold CAADS, and its directors, employees, agents, and officers, harmless from and against any loss, liability or expense resulting from claims or suits based on the publication of such advertisements including, without limitations, claims for defamation, violations of rights of privacy, plagiarism and copyright infringements.
4. Publisher shall not be liable for any failure to print, publish or circulate all or any portion of any publication in which an advertisement accepted by Publisher is contained if such failure is due to acts of God, strikes, accidents, or other circumstances beyond Publisher's control. In such instances, Publisher will publish said ad in next available publication.
5. All advertisements are accepted and published upon the representation that Advertiser is authorized to publish the contents and subject matter of the advertisement.
6. Cancellation of space or time contracts (by Publisher or Advertiser), in whole or in part, forfeits the right to the contract rate. Publisher will adjust the rate on past and subsequent insertions to conform with the actual space used at the applicable rate(s).
7. All advertising orders accepted are subject to the Terms and Conditions of the then current rate card. Publisher reserves the right to change any conditions that apply to future orders. Existing orders hold rate for space and issues as originally accepted by Publisher.
8. If errors occur in advertisements, Advertisers must notify Publisher in writing within 15 days following publication. Publisher's sole liability for any error shall be limited to cost to print the space occupied by erroneous advertisement; credit for such cost shall be allowed on advertisements run in next issue. The parties agree it would be impractical and extremely difficult to determine actual damage for erroneous advertisement, and the foregoing is an agreement for liquidated damages. No liability or credit is allowed when error is in Advertiser's proof or errors which do not materially affect the value of the advertisement. Advertiser waives all claims for damages for errors or omissions caused by the negligence of CAADS, and its officers, employees and agents.
9. In the event Publisher allows credit, bills are due and payable within 30 days of invoice date. Past due bills bear interest at rate of 1.5% per month (18% per year), or at the maximum legal rate of interest, whichever is higher. After three months of non-payment, the contract will be discontinued. In the absence of an acceptable reason for non-payment, after six months the account will be turned over to a collection service. If legal action is necessary for collection of delinquent accounts, Advertiser agrees to pay all attorney's fees, court costs and collection fees. Publisher reserves right to hold Advertiser and/or its advertising agency jointly and severally liable for such moneys as are due and payable to the Publisher.
10. Publisher may cancel contract if Advertiser's account is past due. If contract is cancelled, Advertiser agrees to pay short rate for ads actually run.
11. Bills submitted by Publisher shall be final, binding and establish an account stated unless Advertiser makes written objection thereto within 15 days of invoice date.
12. CAADS will not accept for publication advertisements which:
  - a. Contain lewd, profane or obscene copy, art, or photographs.
  - b. Make dishonest or misleading claims.
  - c. Imply, directly or indirectly, overtly or covertly, discrimination on the basis of race, creed, sex, heritage or age.
  - d. Are requested by advertisers whose appropriate licenses have been suspended or revoked because of fraud, negligence, unethical or gross misconduct, or violation of the law.
  - e. Are improper for any other reason at the discretion of CAADS.
13. The general Terms and Conditions contained in this agreement may be modified only by an agreement in writing. This contract is governed by the laws of the State of California.