

Advertising Policies

GENERAL ADVERTISING AND BILLING POLICIES

Advertiser agrees that in consideration of:

A. The placement of advertising in The Crimson White, WVUA, Alice, The Grit and all other products and services of UA Student Media;

B. Services rendered by Student Media personnel in processing and incorporating advertising in specified products and services; and

C. Student Media publishing and/or distributing the product or service containing the advertising copy;

Advertiser does hereby agree to purchase advertising space in The Crimson White, WVUA FM, Alice, The Grit and all other products and services of UA Student Media in the amount and space listed on the ad insertion agreement. Advertiser agrees to remit the rate listed on the agreement and further agrees to pay for such placement, services, and distribution at the said rate, according to terms stated below.

1. Student Media reserves the right to reject any copy at its sole discretion, and is understood that publication is contingent upon the requisite space being available. No requested position is guaranteed, although requests will be considered when possible.

2. All advertising is payable in advance unless the advertiser has first established credit with The Crimson White. New accounts desiring credit must submit a credit application and have it approved by the Credit/Billing Manager before credit can be extended.

3. Advertisers with approved credit will receive statements monthly for all advertising. Invoices are available upon request.

4. Advertiser agrees that all bills are due and payable (net) within thirty (30) days. A finance charge of one and one-half (1.5%) percent (18% per annum) will be assessed on bills more than thirty (30) days past due. Advertiser further agrees to pay reasonable collection and attorney's fees, in addition to the balance due if it becomes necessary to place for collection and bill incurred under this Agreement.

5. If payment is not made in accordance with the above specified terms, Student Media reserves the right to refuse to run further advertising, and all bills shall immediately become due and payable.

6. The Student Media Credit/Billing Manager reserves the right to request full or partial payment in advance or to cancel credit services at any time on any account.

7. Student Media is not liable for slight changes or typographical errors that do not change the intent of the advertisement. Student Media will not consider adjustment of payments for any errors that do not change the intent of the advertisement. Student Media's liability for any error is limited to one make-good ad of the same type, style and size. Student Media will be responsible only for the first run of an ad that contains an error. It is the advertiser's responsibility to notify Student Media of the error before the ad is run a second time.

8. Student Media will make all reasonable efforts to see that advertising is published as accepted. However, Student Media and any of its products or services will not be liable for any consequential damages resulting from failure to do so. The liability of Student Media and any of its products and services for failure to publish advertising as specified shall be limited to publishing advertisement in a subsequent issue at the agreed upon rate.

9. Student Media reserves the right to insert above any copy the word "Advertisement" and to border any advertisement.

10. Advertiser assumes full and complete responsibility and liability for the content (including text representations, illustrations, and copyrights) of all advertisements printed pursuant to this agreement, and shall indemnify and save Student Media and all of its products and services and the Board of Trustees of the University of Alabama, a corporation, harmless against any demands, claims or liability. Advertisers shall reimburse Student Media for any amount paid by Student Media in settlement of claims or in satisfaction of judgments obtained by reason of publication of such advertising copy

together with all expenses in connection therewith, including, but not limited to, attorney's fees and cost of litigation.

11. All terms, conditions, and rates contained in the Student Media products and service's rate sheets in effect at the time of publication are incorporated reference and hereby made a part of this Agreement.

12. Student Media reserves the right to revise its advertising rates, including discount rates and contract terms, at any time with thirty (30) days written notice. An Annual Agreement Advisor may terminate Agreement without penalty if Advertiser elects not to accept such revision of rates stipulated by Student Media. To exercise this option, the Advertiser must notify the Assistant Director, Advertising, in writing, prior to the effective date of the increase.

13. An advertising contract become effective on the date it is signed and it is not retroactive to any date prior to signing. At any time during the term of an advertising contract or agreement, or if Advertiser does not meet the agreed upon amount of advertising, the rate will be adjusted accordingly to reflect the annual amount of advertising earned. Advertiser has the option to forgo the rerate and renegotiate the Agreement for an applicable lower rate which shall give Advertiser credit for the volume of advertising already run, and the new rate shall be applicable for all subsequent advertising.

14. This writing contains the entire agreement between the parties. No agreements, conditions, representations, of modifications verbal or otherwise, have been made that are not contained in this Agreement.

15. The representative of advertiser whose name is signed on an insertion order represents and acknowledges that he/she has full authority to do so and hereby assumes personal responsibility for the payment of all sums due hereunder.

16. Advertiser and the representative whose name is signed to the Insertion Order each agree that the venue for any suit to collect and amounts owed to Student Media and its products and services shall be the courts of Tuscaloosa, Alabama and each agrees to be subject to the jurisdiction thereof.

17. All advertiser's orders are subject to the terms and provisions of the current rate card. Orders not reflecting the current rate cards and provisions will be adjusted to the terms and provisions of the rate card.

18. All advertising rates are net (non-commissionable).