

Advertiser Agreement

This Agreement describes the terms and conditions applicable to your placement of print and Web ads with *The Public Manager*. *The Public Manager* may amend this agreement at any time. Any changes are effective upon creation of a new advertisement or renewal of an existing advertisement.

Billing Procedures

- a. No commissions apply.
- b. No cash discounts.
- c. Payment is by check or credit card and must be received by the closing date for providing camera-ready copy.

Rates

- a. Rates expire December 31, 2009, for all new orders.
- b. Rates are subject to change upon notice from the Publisher (The Bureaucrat, Inc., its owner, The Public Manager, trustees, employees, and agents).
- c. No rebates for advertiser cancellations will be issued. Instead, appropriate presentation in a subsequent issue will be arranged with the advertiser at the then-published rates.

Due Dates and Regulations

- a. Cancellations or changes in orders may not be made by the advertiser or its agency after the space reservation closing date of the issue in which the advertisement is to appear. If suitable advertising material is not received by the closing date for providing camera-ready copy or cancellation or changes, space will be billed on the basis of prevailing insertion order.
- b. Advertising materials not received by the final closing date for receipt of materials will not be entitled to revisions, changes, cancellations, or approvals.

Copy and Contract Regulations

- a. All advertising insertion orders are accepted subject to provisions of the current advertising rates.
- b. The Publisher reserves the right to reject any advertisement which, in its opinion, is not appropriate for the publication or its readers. The Publisher will not accept advertisements promoting offers, premiums, giveaways, sweepstakes, contests, etc.
- c. The Publisher reserves the right to edit all copy and refuse advertisements.
- d. The publication of an advertisement by the Publisher is not an endorsement of the advertiser nor the products or services advertised.
- e. The Publisher assumes no responsibility for claims or statements made in an advertisement.
- f. Without the prior consent of the Publisher, an advertiser may not incorporate in an advertisement, or other publication, the fact that a product or service has been advertised in the Publisher's publication.
- g. If advertising material appears in an editorial-like format, the Publisher reserves the right and will add the word "advertisement" prominently above and below the copy.

- h. The Publisher has no liability for errors in material submitted by the advertiser or its agent. This includes electronic materials.
- i. In no event is the Publisher liable for any general, special, consequential, or punitive damages of any kind or nature, including but not limited to loss of profit, business, goodwill, or any other damages as a result of any error or omission in or related to an advertisement, whether alleged to be attributed to any breach by The Public Manager, its Publisher, its owner, trustees, officers, employees, or agents for any breach of contract, any tort or otherwise alleged cause for claims resulting in death, bodily injury, or property damage or loss of any kind.
- j. Advertisements are accepted upon the representation that the advertiser and its agency have the right to publish the contents thereof. In consideration of such publication, the advertiser and its agency agree to indemnify and hold the Publisher harmless from any expense or loss and any and all claims, actions, damages, and liabilities (including reasonable attorney's fees) arising out of such advertisements, including, without limitation, those relating to claims or suits from libel, violation of rights of privacy, plagiarism, or copyright infringement, or any other advertiser's actions, omissions, negligence, or willful, wanton, or reckless conduct resulting in any injury or damage to any person or any property.
- k. Any order may be canceled by the Publisher if the advertiser or agent fails to pay accounts when due.
- l. The Publisher reserves the right to select the advertisement location, unless the advertiser has paid for a special position.
- m. Conditions, other than rates, are subject to change by the Publisher without notice.
- n. The Publisher and advertiser are not liable for delays in delivery or non-delivery, including but not limited to an act of God, action by any governmental or quasigovernmental entity, fire, flood, insurrection, riot, explosion, embargo, strikes, whether legal or illegal, labor shortage, transportation interruption of any type, work slowdown, or any condition beyond the control of the Publisher.
- o. No conditions other than those set forth herein are binding on the Publisher unless specifically agreed to in writing by the Publisher. The Publisher is not bound by conditions printed or appearing on order blanks or copy instructions that conflict with any provisions of The Bureaucrat, Inc., or The Public Manager.
- p. Advertising materials/items cannot infringe upon the copyright, trademark, trade secret, rights of publicity or privacy or other proprietary rights of third parties. No third party copyrighted images may appear in your advertising.
- q. You shall comply with all applicable domestic and international laws, statutes, ordinances, and regulations.