



## Bookhaven Press LLC

302 Scenic court  
Moon Township, PA 15108  
(412) 494-6926

### ADVERTISING TERMS AND CONDITIONS

A signed insertion order or contract forwarded to us by Advertiser or its Agency will be construed as an acceptance of all rates and conditions herein.

The publisher reserves the right to reject any advertising and to cancel ads or advertising contracts at anytime for any reason.

Ads rates and specification guidelines are featured online in our "Advertiser Information & Production Guides" located at the following addresses:

- Federal Jobs Network: <http://federaljobs.net/advertise.htm>
- Federal Employees' Retirement Planning Guide: <http://federalretirement.net/advertising.htm>

Call 412-494-6926 for ad rates for other Bookhaven Press web sites not listed above.

The publisher reserves the right to place "advertisement, third party and/or a disclaimer" with banners or text links (any ad format) for advertisements that resemble editorial matter or may be misconstrued to be sanctioned by the publisher, author, or publisher. The publisher reserves the right to add disclaimers such as "This service is not affiliated with the author, (website URL), or Bookhaven Press LLC" for ads placed in blogs, newsletters and on web sites where the ad is included in or may resemble editorial matter.

No conditions, printed or otherwise, appearing on contracts, orders or copy instructions which conflict with, vary, or add to these Terms and Conditions or the provisions of the Publisher's Rate Card will be binding on the Publisher and to the extent that the Terms and Conditions contained herein are inconsistent with any such conditions, these Terms and Conditions shall govern and supersede any such conditions. The Publisher has the right to insert the advertising anywhere in Bookhaven's newsletters or blogs (or, as applicable, on Publisher's website) at its discretion, and any condition on contracts, orders or copy instructions involving the placement of advertising (such as page location, competitive separation or placement facing editorial copy or placement on a web page, blog, newsletter or other electronic or online publication) will be treated only as a positioning request and cannot be guaranteed. The Publisher's inability or failure to comply with any such condition shall not relieve the agency or advertiser of the obligation to pay for the advertising.

Advertisers and/or advertising agencies who cancel insertions/contracts after the applicable notice period date for cancellation will be billed the full amount of the space contracted. In the event that the advertiser and/or advertising agency purchase/s a package to run multiple advertisements and then cancel/s any portion of the package, any and all discounts shall become null and void, and the advertiser and/or advertising agency will be subject to short rates.

Advertisers are responsible for submission of ad materials on or before the Materials Due date. If ad materials are not received by the applicable Materials Due date, the Publisher reserves the right to pick-up and run the advertiser's last published ad. If no previous ad exists, advertiser is responsible for the cost of the space, which will be used at the Publisher's discretion. The Publisher is not responsible for errors or omissions in any advertising materials provided by the advertiser or its agency (including errors in key numbers) or for changes made after the applicable Materials Due date.

The Publisher will use reasonable precaution to protect all original materials but will not be liable for loss or damage. Advertiser's camera-ready copy, artwork, photography, or film negatives may be destroyed unless called for within one month after last insertion. The Publisher assumes no responsibility for the safekeeping or return of unsolicited manuscripts, photographs, artwork or other material.

The information contained in these blogs, newsletters, publications, and websites is in no way to be construed as a recommendation of any kind or nature whatsoever by the Publisher, nor as a recommendation as an industry standard, nor as an endorsement of any product or service, nor as an opinion or certification regarding the accuracy of any such information.

Advertiser and/or agency will be billed and will be responsible for composition and other production and direct expenses incurred.

The advertiser and/or advertising agency, jointly and severally, agree/s to pay the Publisher the agreed advertising rate and to indemnify and hold harmless the Publisher, its officers, directors, employees, successors, and assigns from any loss, liability, or expense (including reasonable attorneys' fees) incurred as a result of any claim arising from or relating to the contents or subject matter of such advertisements. All advertisements are accepted for publication entirely on the representation that the agency and/or advertiser are properly authorized to publish the entire contents and subject matter thereof, and that the agency and/or advertiser have complied with all laws, governmental rules and regulations applicable to the insertion order and the placement in and publication of such advertisement by the Publisher. It is understood that, in consideration of the publication of the advertising, the advertiser and/or agency will fully hold harmless and indemnify the Publisher from and against any claims, demands, suits, actions, proceedings, recoveries or expenses of any nature whatsoever, including counsel fees by the Publisher, arising directly or indirectly from the copying, printing, publishing, distribution or transmission of any advertisement (including, but not limited to claims of infringement of copyright or trademark or claims of libel or invasion of privacy) or based upon or arising out of any matter contained in any advertisement.

The Publisher's liability for any error will not exceed the total amount paid to the Publisher for the advertisement in question. The Publisher will not, in any event, be liable for any consequential damages, including lost income or profits.

The Publisher assumes no liability if for any reason it becomes necessary to not publish or otherwise to omit an advertisement.

The Publisher is not responsible for the errors or omissions in, or the production quality of, furnished inserts. A production proof (or facsimile, if one is not available) of any furnished insert must be supplied to the Publisher prior to printing of the insert. The advertiser and/or agency shall be responsible for any additional charges, including but not limited to charges associated with delays, incurred by the Publisher arising out of the advertiser's and/or agency's delivery of defective inserts and failure to deliver furnished inserts pursuant to the Publisher's specifications.

In the event that the Publisher is unable to publish the furnished inserts as a result of such failure to comply, the advertiser and/or agency shall remain liable for the space cost of such inserts. In addition, if an advertisement does not appear as a result of the act or default of the advertiser and/or agency, the advertiser and/or agency shall be liable for the space reserved for such advertisement and shall pay the amount that the advertiser and/or agency otherwise would have paid had the advertisement appeared.

The Publisher is not liable for delays in delivery and/or non-delivery of its publication in the event of any condition beyond the control of the Publisher that may affect production, publication, distribution, or shipping of its publication. Unintentional or inadvertent failure of the Publisher to print, publish, or circulate advertising shall not be considered a breach of the Terms and Conditions.

In its absolute discretion, the Publisher reserves the right to cancel any publication of Bookhaven Press LLC or a Bookhaven Press LLC event or to suspend or alter publication of the Publisher's electronic and online publications. In such event, the advertiser and/or advertising agency shall have the option to receive a refund of all monies paid to the Publisher for the advertisement for the period affected or to submit an advertisement to be reviewed by the Publisher for inclusion in a future issue or edition or event. The Publisher will not, in any event, be liable for consequential damages, including, but not limited to, lost income or profits.

The Publisher will be entitled to republish, reproduce and distribute any advertisement in any media now in existence or hereafter developed, including electronic media and in archival material, and as part of a service, in which the applicable blog, newsletter, web site or publication is published or made available under license from the Publisher.

Digital print advertising files are retained for 12 months.

Rates and conditions are subject to change without prior notice.

These terms and conditions shall apply to all advertising accepted by the Publisher and supersede any advertiser contract clauses not specifically acknowledged above.

By placing advertising with the Publisher, advertiser and agency agree to be bound by the terms of this contract. It is agreed that the Terms and Conditions shall be interpreted according to the laws of the State of Pennsylvania, United States of America, and any arbitration or judicial proceedings to enforce or interpret the terms hereof may be brought only in Pittsburgh, PA. In the event that a dispute arises regarding the Terms and Conditions, the parties agree to submit the dispute to binding arbitration using a single arbitrator mutually acceptable to both parties (which acceptance shall not be unreasonably withheld or delayed). The decision of the arbitrator may be enforced in a court of competent jurisdiction.

15% of gross billings is allowed to recognized agencies provided the account is paid within 30 days of receipt of the invoice. Agency commission is not applicable if invoice is not paid within 60 days.

Please make checks payable to *Bookhaven Press LLC*. All payment is due within 30 days from the date of invoice. The Publisher may assess a 1.5% monthly finance charge on all past due balances. If Advertiser fails to make payment when due, the Publisher may reject advertising copy and/or immediately cancel the contract, and Advertiser agrees to indemnify the Publisher for all expenses incurred in connection with the collection of amounts payable under this contract, including arbitration and court costs and attorneys' fees. If the contract is canceled due to Advertiser's failure to make timely payment, the Publisher may rebill Advertiser for the outstanding balance due at the open or earned contract rate, whichever is applicable.

## **Cancellation Policy**

### ***Print:***

All cancellations for print insertions or print contracts will be honored if the requests are received by **Bookhaven Press** in writing at least 5 business days prior to the published Space Close deadline. Advertisers and/or advertising agencies who cancel insertions/contracts after the Space Close deadline will be billed the full amount of the space contracted. Advertisers are responsible for submission of ad materials on or before the Materials Due date. If ad materials are not received by the Materials deadline, the publisher reserves the right to pick-up and run the advertiser's last published ad. If no previous ad exists, advertiser is responsible for the cost of the space, which will be used at *Bookhaven Press'* discretion. *Bookhaven Press* is not responsible for errors or omissions in, or the production quality of, furnished inserts.

### ***On-line:***

Advertising insertions for **Newsletters, Blogs, and Columns** may be cancelled with a full refund with written notice of cancellation received by Bookhaven Press at least **four** weeks prior to campaign start date. Advertising insertions for **Banners** may be cancelled with a full refund with written notice of cancellation received by Bookhaven Press at least **two** weeks prior to campaign start date.

### ***Events:***

Event sponsorships may be cancelled with a full refund with written notice of cancellation received by Bookhaven Press until 45 days prior to the event. Thereafter, Sponsor is eligible for a 50% refund if cancellation is made at least 10 days prior to event.

REVISED 11-17-2017