



## State Bar of Michigan Advertising Policy/Disclaimer

**Payment Policy**—All advertising is on a prepaid basis. Ads that are not prepaid will not be published, unless arrangements have been discussed and approved in writing. Purchase orders and insertions orders are accepted for ad placements. A 15% commission to recognized agencies for space only. No agency commission on classified ads or on mechanical costs. All invoices must be paid within 30 days of billing or commission will be lost, and a 1.5% per month service charge will be added. Advertising will be suspended by publisher when payment is 60 days past due. Visa or MasterCard payments are accepted in writing, as well as checks made payable to the State Bar of Michigan. Confirmation that your advertising request has been received will be sent via e-mail within two business days after processing. If you do not receive a confirmation please contact an advertising sales representative.

**Joint liability**—Publisher reserves the right to hold advertiser and/or its agency jointly and severally liable for such moneys as are due and payable to the publisher.

**Publisher's copy protective clause**—Appearance of an advertisement does not constitute a recommendation or endorsement by the State Bar of Michigan of goods or services ordered. The opportunity to advertise in any publication is contingent upon available space, and publication is at the discretion of the editor. The publisher reserves the right to reject any advertising not in keeping with the publisher's standard. The contents of an advertisement are solely the responsibility of the advertisers and advertising agencies. Advertisers and advertising agencies assume liability for all content (including text, representations and illustrations, and any material on a website to which the advertisement provides a link or reference) of advertisements printed, and also assume responsibility for any claims arising thereof made against the publisher. Advertisers represent and warrant that they possess the necessary rights to permit the use of the advertisement and of any content on any website referenced or linked to in the advertisement, for the purpose of this Agreement, and that the content complies with all relevant laws and regulations. Advertisers further represent and warrant that the use, reproduction, distribution, or transmission of the advertisement will not violate any criminal laws, regulations, or the rights of third parties. Such violations include, but are not limited to, infringement or misappropriation of a copyright, patent, trademark, trade secret, music, image, or other proprietary or property right; false advertising; unfair competition; defamation; slander of the title; invasion of privacy or rights of celebrity; violation of any antidiscrimination law or regulation; or any other right of any person or entity. Advertisers agree to indemnify and to keep indemnified the State Bar of Michigan, its directors, employees and agents, without limitation, and to hold them harmless from any and all liability, loss, damages, claims, or causes of action, including legal fees and expenses, that may be incurred by the State Bar of Michigan arising out of the publication of the advertiser's material. At the discretion of the Publisher, advertisers may be required to provide proof of insurance of coverage for any of the foregoing forms of liability and to list the State Bar of Michigan as an additional insured on the policy.

The publisher shall not be liable for any costs or damages if for any reason it fails to publish an advertisement. The publisher's liability for any error will not exceed the cost of the space occupied by the error or the erroneous advertisement.

**Advertising terms**—Advertisements that have been accepted and are later found to be fraudulent or misleading in the judgment of the Publisher, and advertisements that are the subject of a lawsuit, will be removed from the State Bar publication. The State Bar will not provide a refund for advertisements removed under those conditions. Fraudulent or misleading ads include, but are not limited to, advertisements that order a product or service that is not delivered, and advertisements that are judged to mislead readers into buying something other than the advertised product or service, and advertisements from companies subject to unresolved complaints to the Better Business Bureau.

This policy applies to all State Bar of Michigan publications.