

ADVERTISING CONDITIONS

The Auctioneer is published monthly by The National Auctioneers Association (hereafter called Publisher). Authorized advertising covered by this contract (hereafter called Agency) and the Publisher hereby agree to accept the following conditions of this contract:

RATES

- A. This order is based on Publisher's current rate card. Publisher will provide a schedule of advertising rates to Agency at the time of each Insertion. Rates are published and will be effective for one (1) year from the time this contract is signed by both Publisher and Agency. Rate changes will be published in the Opportunity Kit at least two issues before publication of the first issue affected by the new rates.
- B. Frequency discounts are earned within 11 consecutive months. Any combination of different size units, 1/8 page or larger, may be used to earn frequency and can be combined with advertisements placed in *Auctioneer* magazine and other NAA publications.

SHORT RATES

If Agency uses less space than stated on the face of this contract, within the contract year, the space actually used shall be paid for at the short rate set forth on Publisher's rate card in effect on the date the contract is signed.

TERMS OF PAYMENT

- A. Agency shall pay for all advertising published by Publisher under this contract, and Publisher shall hold Agency solely liable for such payment. If Agency defaults on payment, Publisher will hold Advertiser responsible for payment. Publisher shall bill Agency monthly and such bills shall be due and payable by Agency 30 days from the date thereof.
- B. Advertiser shall pay all invoices within 30 days of the invoice date, unless otherwise noted on the invoice or agreed in writing. A late payment fee of 1.5% per month shall be charged for all outstanding balances beyond terms until the account is paid in full. If any balance is unpaid after 60 days, the account will be put on hold until the account is brought current. After the account is brought current, the Publisher reserves the right to request prepayment for all future orders. If collection agency and/or attorney fees are required to collect overdue accounts, the Advertiser/Agency is liable for all collection charges incurred.
- C. All digital, online and 1x print advertising shall be paid in full by debit or credit card prior to the first of the month the ad is to appear.
- D. All payments must be made in U.S. currency, or by Visa, MasterCard, American Express or Discover Card.

CORRECTNESS OF BILLS

Any bill or invoice rendered to Agency by Publisher shall be conclusive as to the correctness of all items therein set forth and shall constitute an account stated unless Agency objects to such bill, in writing, within 20 days from the rendering thereof.

ADVERTISING MATERIAL AND CONTENTS

The advertising material to be published under the contract shall contain:

- A. The subject matter, form, size, wording, illustration and typography of the advertisement shall be subject to the approval of Publisher, but unless otherwise authorized in advance, no change shall be made without the consent of Agency.
- B. Where material furnished by Agency occupies more space than specified in the insertion order Publisher shall immediately communicate with Agency for definite instructions. If Publisher is unable to secure definite instructions from Agency, the advertising shall be omitted.
- C. Provided artwork files and furnished material will be stored by Publisher for 12 months and then destroyed unless otherwise instructed by the Agency.
- D. **PUBLISHER RESERVES THE RIGHT TO REFUSE ANY ADVERTISING WHICH IT FEELS IS NOT IN KEEPING WITH THE PUBLICATION'S STANDARDS.**
- E. No unwarranted, exaggerated, doubtful, or superlative claims, and the Agency hereby guarantees the truth of all claims and statements made in the advertising material submitted to Publisher.
- F. No misleading or ambiguous statements.
- G. No infringement of another advertiser's right whether by plagiarism, copyright or trademark infringement, or otherwise.
- H. No disparagement of competitors or competitors' goods and services.
- I. No statements or announcements which are slanderous, obscene, profane, vulgar, repulsive, or offensive either in theme or in treatment.
- J. No lotteries, drawings, or other contests prohibited by law.
- K. Publisher recommends that all advertisements and promotional material depicting Auctioneers portray professionalism.
- L. Publisher shall have the right, in its absolute discretion, to omit or delete any part of any advertisements, which in its opinion, violates any of the foregoing regulations.

REPEAT OF PREVIOUS COPY

Publisher reserves the right to repeat previous copy if no changes are received by closing date for any insertion order.

CLOSING DATE/CANCELLATION

No cancellations accepted after closing date (date material is submitted to the printers). Covers are non-cancellable. This contract is not subject to cancellation or termination because of the insertion of an advertisement in an improper position or because of the unintentional or inadvertent failure by Publisher to publish the advertising covered by the insertion order. Any improper insertions, errors or omissions shall be corrected by the Publisher and made good by additional publication. No deductions from the total sum due the publisher shall be made on account of any improper insertion, omission, or error. The obligation of the publisher under this contract is limited to correcting any improper insertion, omission or error by additional publication. Likewise it does not affect any earned discounts.

INDEMNIFICATION OF PUBLISHER

Agency represents that it is authorized to publish the entire contents and subject matter of the advertisements covered by the contract. In consideration of the Publisher's acceptance of such advertisements for publication Agency shall indemnify Publisher against loss or expense resulting from claims, actions or proceedings based on the content of subject matter of such advertisements without limitation on indemnity.

RIGHT TO USE UNUSED SPACE NOT TRANSFERABLE

Any non-use of the advertising space contracted for herein, resulting from Agency's act or omission shall be Agency's loss and Agency shall not assign or otherwise transfer the right to use such space to any other person, firm or corporation.

TERMINATION BY AGENCY

Agency may terminate this contract at any time by giving Publisher thirty (30) days advance notice in writing and by making the termination payment due to Publisher.

TERMINATION BY PUBLISHER

If Agency should violate any material provision of this contract or default in the payment of any sum due and payable hereunder, Publisher may terminate this contract by giving Agency thirty (30) days advance notice in writing. On termination of this contract by Publisher as provided herein, all charges for advertising published and all other charges payable by Agency hereunder shall immediately become due and payable by Agency on receipt of Publisher's bills therefor.

TERMINATION PAYMENT

If this contract is terminated by either Agency or Publisher prior to the expiration date thereof, and Agency has not used the full amount of space set forth on the face hereof, Agency shall pay to Publisher an additional sum equal to the difference, if any, between the amount due at the rate stated on the face hereof and the amount due at the rate applicable to the amount of space actually used, based upon publisher's rate card in effect on the date this contract is made. Publisher shall bill Agency for such termination payment within ten (10) days after termination of this contract, and such bill shall become due and payable immediately upon Agency's receipt.

WAIVER OF DEFAULT

A waiver by Publisher of any breach of this contract by Agency, or of any default in payment by Agency, shall not be construed as a waiver of any prior or subsequent default or breach of the same or any other provision of this contract.

CONTRACT NOT ASSIGNABLE

Neither the contract nor any rights hereunder may be assigned or otherwise transferred without the prior written consent of Publisher.

CONSTRUCTION OF TERMS

The terms of this contract are to be construed pursuant to the laws of the State of Kansas.

ACCEPTANCE OF CONTRACT BY PUBLISHER

This contract shall not be binding on Publisher until signed by a duly authorized agent of the Publisher.

ONLINE ADVERTISING CONDITIONS

AD SIZE

Ad space in the top right-hand column is 175 by 175 pixels; ad space in the middle of the right-hand column is 175 (w) by 125 (h) pixels; two horizontal spaces below the content in the main section of the website are 300 (w) by 60 (h) pixels.

ARTWORK SUBMISSION

All artwork must be received by the 15th day of the preceding month to be included in the next months advertising. The required method for artwork submission is a .jpeg file no more than 72 dpi and e-mailed to alewis@auctioneers.org. There is a maximum of three rotating ads on each page, the ads will be loaded in random order each time the page is opened. Advertiser must provide at least 5 business days notice of any request for modification to the creative for an ongoing campaign and NAA shall use its commercially reasonable efforts to comply with such request.

DIGITAL ADVERTISING CONDITIONS FOR AUCTION E-NEWS AND THE CONFERENCE AND SHOW DAILY

AD SIZE

Leaderboard is 468 pixels (w) by 60 pixels (h) located below the banner; Vertical banner ad is 130 pixels (w) by 200 pixels (h) located in the right column of the e-newsletter; Horizontal ad is 468 pixels (w) by 80 pixels (h) located below the "In this issue" section; Button ad is 130 pixels by 130 pixels located in the right column.

ARTWORK SUBMISSION

Auction E-news is e-mailed on the second and fourth Wednesday of every month. The Conference and Show Daily e-newsletter is e-mailed daily during the week of Conference and Show. Reservations are made two weeks in advance. Artwork needs to be submitted no later than a week in advance.

TERMS OF PAYMENT

Full payment and signed advertising contract are due for order to be processed. All ads must be prepaid by the 25th of the previous month or a credit card is required to be on file for monthly processing. All prior financial obligations to NAA must be paid in full before ads will be accepted. All advertisers are subject to a credit check at the discretion of NAA.

ONLINE BUYER'S GUIDE LISTINGS

Prepayment is required for all MONTHLY and YEARLY listings and must be paid by the 25th of the month, prior to the listing start date. All listings will start on the 1st of the month following payment. MONTHLY contracts must be paid by credit card **ONLY** and will be charged automatically by the 25th of each month, through the dates outlined on the contract. If for any reason the payment is not valid, the listing will not run until a valid payment has been made. YEARLY contracts **MUST** be paid in full the month prior to the listing start date and will run consecutively, through the dates outlined on the contract.

BOOKING, RENEWAL AND ACCEPTANCE OF ADVERTISING

Advertiser acknowledges that the NAA has the right, but no obligation, to review the Advertiser's advertisement. The NAA reserves the right, at its absolute discretion, and at any time, to reject, cancel or remove any advertising (and any URL link therein) that is considered inappropriate to the NAA or that in any way interferes with or is contrary to the NAA's policies, whether or not the same has previously been accepted and/or run. Such cancellation or rejection on the part of the NAA shall not preclude payment on similar advertising previously run. Any renewal of the advertising contract and acceptance of any additional advertising order shall be at the NAA's sole discretion. Pricing for any renewal period is subject to change by the NAA. All advertising contracts can be signed or renewed up to one (1) year maximum.

CANCELLATIONS

Thirty days written notice is required prior to cancellation for any ad campaign.

LIMITATION OF LIABILITY

The NAA's ad spaces and services are provided "as is" and "as available" and the NAA disclaims all warranties of any kind, whether express or implied. The NAA shall not be liable for the acts or omissions of any advertiser or content provider or the content of any advertisement, website or Web page. In the event the NAA fails to display, through its own actions, any advertisements in accordance with this contract, the sole liability of the NAA and exclusive remedy of Advertiser shall be limited to either a refund or for the advertisement campaign or placement of "make-good" advertising, at the election of the NAA. NAA shall have no liability for (i) any failure or delay resulting from conditions beyond the NAA's control; (ii) any failure to provide reference or access to all or any part of the advertising due to systems failures or other technological failures of the NAA or of the Internet; (iii) delays in delivery and/or non-delivery of a campaign, including, without limitation, difficulties with a participating site, difficulties with a third party server, or electronic malfunction; or (iv) errors in content or omissions in any creative or advertising materials provided by Advertiser. In no event shall the NAA be liable for special, indirect, incidental or consequential damages.