

## OSBA ADVERTISING TERMS AND CONDITIONS

The following terms and conditions apply to all advertising agreements entered into with the Ohio School Boards Association (OSBA). By signing the Print Advertising Agreement or Digital Advertising Agreement, the signer (hereinafter "Advertiser") agrees to all of the following terms and conditions, and these terms and conditions are incorporated explicitly into the Agreement. Except where otherwise specified, the term "advertisement(s)" or "ad(s)" includes Educational Webinars submitted by Advertiser pursuant to the Digital Advertising Agreement.

- 1) **Mechanical Requirements.** Advertiser agrees to the following terms as appropriate based on the format of the ad.
  - a. **Requirements for Print Ads.** When submitting an ad for print in the *Journal* and/or *VendorBook*, Advertiser must email ad(s) to [ads@ohioschoolboards.org](mailto:ads@ohioschoolboards.org) as a 300-dpi PDF with fonts embedded or supplied on a CD. Advertiser must use CMYK mode for any colors used, including spot colors. A \$50 fee may be charged for ads that are not grayscale or CMYK.
  - b. **Requirements for Digital Ads (excluding Educational Webinars).** When submitting an ad for digital publication, Advertiser will email ad(s) to [ads@ohioschoolboards.org](mailto:ads@ohioschoolboards.org). Advertiser agrees to consult with OSBA to determine the appropriate format for submitting the ad. Advertiser agrees that if OSBA determines that ad is not in a format suitable for publishing, ad will be returned to Advertiser for revisions per OSBA's specifications. Advertiser acknowledges that this may result in delay or modification of the publication schedule.
  - c. **Requirements for Educational Webinars.** When submitting an Educational Webinar for OSBA members, Advertiser agrees to submit a completed Educational Webinar Sponsorship Interest Form to OSBA per the instructions on the form. Advertiser agrees that OSBA retains the right to withhold approval of the Educational Webinar for any reason based on OSBA's discretion.
- 2) **Advertising Space.** OSBA reserves the right to bump, postpone, delete, or move ads in the *Journal*, in the *VendorBook*, on the OSBA website, in OSBA email communications, on any of OSBA's social media pages, or any other location, either in print or online. If there is no advertising space available for a particular issue of a periodical publication, or OSBA delays or postpones a Digital Ad or Educational Webinar, Advertiser will be notified and offered an alternative publication schedule.
- 3) **Content.** Advertisements, publications and other communications offered by Advertiser may include Advertiser's name, address, telephone number, email address, web address to Advertiser's main landing page, and logo. Ad may include a description, depiction, display or sample of the advertiser's service(s) or product line(s), so long as it is not qualitative or comparative. Slogans which are an established part of Advertiser's identity are permissible. OSBA reserves the right to approve or reject any advertisement, acknowledgement, publication or communication offered by Advertiser. If such approval is not given, advertiser shall select an alternate advertisement, publication or communication that meets OSBA's approval.
- 4) **Required Disclosures for Social Media Posts.** Advertiser agrees that OSBA will designate advertisements published on OSBA's social media pages as endorsements, as required by the Federal Trade Commission. This may include clearly designating the ad as an "endorsement," "paid partnership," "advertisement," "ad," or some similar term that alerts viewers of the nature of the relationship between OSBA and Advertiser. Advertiser acknowledges that OSBA will amend the ad to include such language if it is not included within the ad submitted by Advertiser.
- 5) **Invoicing and Payment.** Advertiser may prepay or choose to be invoiced. OSBA reserves the right to require prior payment for advertisements when deemed necessary. Advertiser agrees to pay OSBA for advertisements within 30 days of receipt of invoice.
- 6) **Delinquent Accounts.** OSBA reserves the right to refuse to publish ads for any Advertiser who is delinquent in paying amounts under this or other contract with OSBA. If payment is not paid, this contract may be terminated by OSBA.
- 7) **Liability.** OSBA's liability for any error shall not exceed the cost of the space in which the error appeared. OSBA accepts no responsibility for the content of an advertisement or the truth of any matter claimed within the advertisement. OSBA is not responsible for errors contained within copy that the Advertiser or its agency

supplies.

- 8) **Copyright and Defamation.** Advertiser shall indemnify OSBA and hold it harmless against any claim that the work performed or content provided hereunder infringes or violates the patent, copyright, or trade secret rights, of any third party and any defamatory statements made by Advertiser or Advertiser's employees, officers, agents, or assignees. Advertiser shall pay any and all resulting costs, expenses (including attorney's fees), damages and/or liabilities associated with or resulting from any such claim.
- 9) **Cancellation.** If Advertiser desires to terminate this contract prior to publication of all ads, Advertiser shall contact OSBA in writing to request cancellation of the future ads. OSBA reserves the right to publish ads after such notification and to require payment if the ad cannot, in OSBA's judgment, reasonably be removed prior to publication. OSBA reserves the right to cancel this contract or reject any advertisement deemed inappropriate for publication in the *Journal*, *VendorBook*, on the OSBA website, in OSBA email communication, on any of OSBA's social media pages, or any other location, whether in print or online.
- 10) **Entire Agreement.** This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes all previous discussions, understandings and negotiations, whether oral or written. This Agreement may be changed only by a written document signed by all parties.
- 11) **Fully Understand and Freely Enter.** By signing this Agreement, the signatory acknowledges that they have read and understand the entire Agreement, that the execution of this Agreement is a free and voluntary act, done in the belief that the Agreement is fair and reasonable, and that they have had the right and opportunity to consult with and obtain the advice of independent legal counsel of the party's own choosing in the negotiation and execution of this Agreement.
- 12) **Governing Law and Venue.** This Agreement shall be interpreted under Ohio law. The Advertiser and OSBA irrevocably submit to the jurisdiction of the courts of the state of Ohio, with venue in Franklin County, over any dispute of this Agreement and agree that all claims in such a dispute shall be determined in those courts.
- 13) **Successors/assigns.** This Agreement is binding upon, and inures to the benefit of, the parties and their respective successors and assigns, except that it may not be assigned by the Advertiser, other than a parent, subsidiary or co-owned company, without prior written approval of the other party.
- 14) **Waiver.** No waiver by OSBA of any provision of this Agreement shall be considered a waiver of any prior or subsequent breach of the same or of any other provision.
- 15) **Full Force and Effect.** If any provision of this Agreement is rendered invalid or unenforceable by any duly promulgated state or federal statute or regulation, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.
- 16) **Independent Contractor.** The parties acknowledge and agree that in the performance of their respective duties and obligations; they are solely independent contractors of each other. Neither party will represent that an employer/employee, partnership, joint venture, or other agency relationship exists between them (except as per paragraph 4 above), nor will either party have the power, or represent that it has the power to bind the other party in any manner.