

## OSBA ADVERTISING TERMS AND CONDITIONS

- 1) **Mechanical Requirements.** Ads should be mailed to ads@ohioschoolboards.org as a 300-dpi PDF with fonts embedded or supplied on a CD. Use CMYK mode for any colors used, including spot colors. A \$50 fee may be charged for ads that are not grayscale or CMYK.
- 2) **Advertising Space.** OSBA reserves the right to bump, postpone, delete or move ads in the *Journal or VendorBook*. If there is no advertising space available for a particular issue, the advertiser will be notified and offered the contracted space in the next available issue.
- 3) **Invoicing and Payment.** Advertisers may prepay or choose to be invoiced. OSBA reserves the right to require prior payment for advertisements when deemed necessary. Advertisers agree to pay OSBA for advertisements within 30 days of receipt of invoice.
- 4) **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.
- 5) **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.
- 6) **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 from an issue or issues of the *Journal* and/or *VendorBook*. OSBA reserves the right to cancel this contract or reject any advertisement deemed inappropriate for publication in the *Journal* and/or *VendorBook*.
- 7) **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.
- 8) **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 parties' own choosing in the negotiation and execution of this Agreement.
- 9) **Governing Law.** 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.
- 10) **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.
- 11) **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.
- 12) **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.
- 13) **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, nor will either party have the power, or represent that it has the power to bind the other party in any manner.