# **NGA Publisher's Policies**

## Payment Terms

Net amount due 30 days from billing date. A 3% discount may be taken if the entire contract is pre-paid. In the event of default, advertiser agrees to pay reasonable collection charges and/or attorneys' fees. Advertising invoices are payable in U.S. dollars, drawn on a U.S. bank only.

Any payments made by wire transfer must include the invoice number. The advertiser is responsible for any additional charges the bank requires to send funds. Advertising payments should not be co-mingled with payments for exhibit space or any other NGA service/product.

### Frequency Discounts

Frequency discounts are earned on advertising placements made within a one-year period. Failure to insert the required number of placements will result in short-rating.

### **Production Charges**

Advertisers agree to waive the 15% agency discount when NGA creates ad materials for them. The magazine retains the rights to all ads created by NGA staff; such ads may not be released by the advertiser to competing publications. There is no charge for corrections made to existing ad materials. Charges for color proofs and outside printing services will be invoiced at cost.

### Cancellation Policy

Cancellations or contract changes must be made in writing and submitted to the sales representative. Cancellations or changes will not be accepted after the published space closing deadline. Covers or other special positions cannot be cancelled. Advertisers will be billed the full cost of the advertisement for space reserved when no artwork or instructions are received prior to the materials deadline.

### Mailing Lists

Contract advertisers may purchase portions of the magazine mailing list for promotional purposes and must agree to the following conditions:

1) provide a final sample of the intended mailing to NGA for prior approval;

2) sign a usage agreement stating that the list is for one-time use only and that there will be no attempt to store or re-use the list in any way; and

3) use a commercial mail house that agrees to sign a confidentiality agreement with NGA for the mailing.

### Terms & Conditions

All advertising is subject to acceptance by the publisher. Prices shown on the rate card are per ad. Advertising copy not easily distinguishable from editorial will be labeled "advertisement" at the top of the page. Advertising copy may not resemble the design of the magazine in which it is published.

Advertisers and their agencies assume liability for all content of their advertisements and inserts and agree to indemnify the publisher for all claims and lawsuits arising therefrom. Rebates are not issued for errors resulting from changes, late materials or advertiser's failure to follow dimension specifications. Publisher does not guarantee changes or corrections made after the materials deadline.

Publisher is not liable for delays in delivery or non-delivery due to any and all conditions, events or circumstances beyond the publisher's control. For scheduled contracts, if no materials or instructions are received by the materials deadline, the most recent advertisement will be used.

Advertising orders are accepted on the basis that the advertiser and agency of record are jointly and severally liable for payment of space ordered and published. Advertisers are subject to the usual credit inquiries that may be made by NGA, from whatever sources it deems necessary, to certify that the advertiser is of good credit. First-time advertisers may be required to pre-pay.

The publisher cannot be held responsible for errors in the advertising index.

Finally, the publisher will not be bound by any conditions, printed or otherwise, which appear on orders or copy instructions submitted by or on behalf of the advertiser, when such conditions conflict with any provision outlined here.

All advertisers agree to abide by the policies listed above.