

Daedalus Enterprises, Inc.

A wholly owned publishing subsidiary of the American Association for Respiratory Care.
Publishers of AARC Times and Respiratory Care Journal

Contract and Copy Regulations

Publisher refers to Daedalus Enterprises, Inc. and publication refers to AARC Times and Respiratory Care Journal.

1. Insertion orders shall be supplied for every advertisement. Insertion orders / contracts shall clearly state the following: name of publication, name of advertiser, name of agency (if applicable), gross rate of insertion, contract frequency, date to be inserted, size of advertisement, identification of advertisement such as first words (proof of ad to be furnished if possible), plus any special instructions such as bleed, color, etc, billing address and phone, and a contact person's name.
2. No conditions, printed or otherwise, appearing on the space order, billing instruction or copy instructions which conflict with the publisher's stated policies will be binding on the publisher.
3. Failure to make the order correspond in price or otherwise with the rate schedule is regarded only as a clerical error and publication is made and charged for upon the terms of the schedule in force without further notice.
4. All advertising orders are accepted subject to the terms and provisions of the current rate card. Orders are accepted subject to change in rates upon notice from the publisher. However, orders may be cancelled at the time the rate change become effective without incurring a short rate, provided the rate has been earned up to the date of cancellation.
5. The forwarding of an order to the publisher is construed as an acceptance of all the rates and conditions under which advertising is at the time sold.
6. A contract year, or twelve-month period, starts from the first day of the calendar year (January 1). Twelve-month periods do not overlap: in other words, space counted in one contract period to determine the rate for that period, cannot be counted again toward determining the rate for the subsequent or past periods.
7. Contracts may be discontinued by either party on 30 days' written notice.
8. Publishers will accept cancellation of advertising space only on space canceled prior to the publication's published space deadline.
9. T.F. (till forbid) contracts will billed at rate earned through contract year period without incurring short rate, provided that the same frequency is maintained up to the time of cancellation.
10. If more or fewer insertions are used within one year than specified in the order, charges will be adjusted in accordance with established rates. Cancellation of space order forfeits the right to position protection.
11. Advertiser and advertising agency agree to indemnify, defend, and save harmless the publisher from any and all liability or content (including test, illustrations, representatives, sketches, maps, trademarks, labels or other copyrighted matter) of advertisements printed, or the unauthorized use of any person's name or photograph arising from the publisher's reproduction and publishing of such advertisements pursuant to the advertiser's or agency's order. The publisher reserves the right to reject, discontinue or omit any advertising or any part thereof. This right shall not be deemed to have been waived by acceptance or actual use of any advertising matter. Acceptance of advertising for any product or service is subject to investigation of the product or service, and of the claims made for it in the advertisement submitted.
12. ~~All advertising~~ is subject to the publisher's approval. The publisher reserves the right to reject advertisement which it feels is not in keeping with the publication's standards.
13. The advertisers' index is prepared under the regulations, policies, and style of the publisher as an extra service to the advertiser over and above the space order. The publisher, therefore, does not assume liability for errors in the index notwithstanding all normal precautions.
14. The publisher assumes no liability for error or omissions in key numbers, or its reader's service section, and/or reader's service numbers.
15. The publisher's liability for any error will not exceed the charge for the advertisement in question.
16. The publisher assumes no liability if for any reason it becomes necessary to omit an advertisement.
17. Publisher is not liable for delays in delivery and/or non-delivery in the event of Act of God, action by any governmental or quasi-governmental entity, act of terrorism, fire, flood, insurrection, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slow-down, or any condition beyond the control of publisher in production or delivery in any manner.

18. The publisher reserves the right to limit the size of space to be occupied by an advertisement.
19. Only paid and publisher guaranteed position requests are honored, all others are ROP.
20. Agencies and advertisers are entitled to only one copy each of an issue regardless of the number of advertisements placed by the agency in the publication.
21. When change of an advertisement or copy, covered by an uncanceled insertion order, is not received by the closing date, copy run in the previous issue will be inserted.
22. Any attempt to simulate the publication's format is not permitted. The publisher reserves the right to place the word "advertisement" on advertisements or copy that, in the publisher's opinion, resembles editorial matter.
23. No allowance is made to advertisers for furnishing complete digital files, plates, text and illustrations for their advertisements.
24. Advertisements requiring typesetting and digital production will be charged at the published rate. Advertisements ordered produced and not used will be charged.
25. Publisher reserves right to hold advertiser and/or its advertising agency jointly and severally liable for such monies as are due and payable to the publisher.
26. Advertiser agrees to direct questions regarding regulations, payment terms, and billing to publisher.

Published 10 March, 1986. Revised 4 March, 2002

Criteria for Allowance of 15% Agency Commission

An agency refers to an individual or group of individuals who makes the media selection, handles the order through to payment, and coordinates and processes the space with the publisher.

1. Provides a formal insertion order.
2. Places space in a timely manner.
3. Provides copy or digital printing material in a timely manner and in the required format.
4. Provides and prepays transportation and import charges on all materials submitted.
5. Processes prompt payment (late payment can result in loss of commission on late payments and future charges).
6. Insertion orders to publisher should contain the information required by Section 1 of the publisher's Contract and Copy Regulations.

Published 2/13/68

Credit Policy

Credit is extended to Daedalus Customers under the following terms:

1. Commissions and discounts: 15% to recognized agencies and publishers (disallowed on all insertions in arrears 60 days or more). 2% cash or prompt pay discount is not allowed.
2. An advertising account which becomes ninety (90) days outstanding will result in the cancellation of credit privileges.
3. Advertising privileges will be suspended until all outstanding invoices are paid.
4. A 1 1/2% finance charge (minimum of 50~) will be assessed on the 61st day of delinquency.
5. When the outstanding invoices, plus finance charges, are paid, credit privileges for the advertiser will be restored and advertising privileges will be reinstated.
6. Questions: call accounts payable (972) 243-2272.

11030 Ables Lane, P.O. Box 29686, Dallas, TX 75229. (972) 243-2272. FAX: (972) 484-2720