

# Policy

## Advertising Contract and Copy Regulations / Policy

Published on 10 March, 1986. Revised 4 March, 2002; 29 September, 2004; 19 October, 2011; 8 July, 2012; 11 June, 2013, 1 March 2020.

*The American Association for Respiratory Care (AARC), Daedalus Enterprises Inc., and any associated products, publications, digital media, or e-newsletters are hereafter referred to as Publisher.*

1. All advertising is subject to the Publisher's approval. The Publisher reserves the right to reject any advertisement which it deems is not in keeping with the publication's standards. Additionally, the Publisher reserves the right to deny advertising that does not support the Association's mission, vision or purpose as a professional medical society.
2. The Publisher reserves the right to deny advertising of educational products or programs if they compete with AARC products or programs or if the dates of the program conflict with the AARC Congress or AARC Summer Forum. Additionally, the Publisher reserves the right to reject advertising for educational products and programs such as courses, seminars, meetings, online courses, and webinars that are not related to the practice of respiratory care
3. The Publisher, at its discretion, may deny advertising of: competing organizations, groups, print or digital publications, blogs, or websites; competing products or programs; seminars with exhibit space; tradeshow; non-medical related products; tobacco or alcohol industry advertising; or career changes.
4. Advertisers may not use the AARC logo or name in an advertisement without AARC permission. Additionally, advertisers may not imply that its product, service, educational product or program is associated with or endorsed by the AARC.
5. Advertiser and advertising agency agree to indemnify, defend, and save harmless the Publisher from any and all liability or content (including text, 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 for publication.
6. 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), billing address, telephone, fax number, a contact person's name, contact email address, advertiser's website URL (for ad index or link), plus any special instructions such as bleed, color, etc.
7. 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.
8. 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.
9. All advertising orders are accepted subject to the terms and provisions of the current rate card and Contract and Copy Regulations. 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.
10. Only paid and Publisher guaranteed position requests are honored, all others are ROP.
11. 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.
12. 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.
13. Contracts may be discontinued by either party on 30 days' written notice.
14. Publishers will accept cancellation of advertising space only on space canceled by the publication's published space deadline. No cancellations are allowed after space closing allowed.

15. 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.
16. T.F. (till forbid) contracts will be 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.
17. 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.

**Advertising Contract and Copy Regulations / Policy**

18. Publisher reserves right to require payment with order from advertisers and/or agencies whose accounts are in arrears or who have not established credit with the Publisher.
19. Billing directed to the advertising agency at the net rate is approved on condition that the advertiser is responsible for the payment if the agency does not remit within 60 days. The Publisher reserves the right to hold the agency and the advertiser jointly and severally liable for all such payments due to the Publisher.
20. Payments received 30 days after due date are subject to possible loss of future ad discounts.
21. In the event Publisher does not receive payment or advertiser otherwise breaches the terms of this contract, advertiser and/or its agency shall pay all of Publisher's costs and expenses in connection with enforcement and/or collection proceedings.
22. 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.
23. Publisher's publications are printed using digital technology. Materials must conform to digital requirements and specifications, published online at [www.aarc.org](http://www.aarc.org) (Media Kit).
24. 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.
25. Publisher is not responsible for printing errors resulting from an advertisement submitted in a format that does not meet requirements and specifications.
26. The Publisher must be notified of any error with an advertisement within thirty days of publication.
27. The Publisher is not responsible for incorrect copy or incorrect materials submitted by the advertiser or for typographical errors that do not lessen the effectiveness of the advertisement.
28. Make goods of an ad published with an error, as determined by the Publisher, will be inserted in the next available issue of the publication in which it was originally published. Payment of the original order is due upon publication of the make good.
29. The Publisher's liability for any error will not exceed the charge for the advertisement in question.
30. The Publisher reserves the right to limit the size of space to be occupied by an advertisement. Sizes of advertisements must conform to sizes published in the Publisher's Mechanical Specifications. At the Publisher's discretion, advertisements larger than contracted space specifications and not conforming to specifications will be resized to fit the space contracted or charged at the higher space rate.
31. Publisher is not liable for delays in delivery and/or non-delivery or Internet downtime in the event of an 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.
32. Agencies and advertisers are entitled to only two tear sheets of each advertisement placed by the agency or advertiser in printed publications.
33. Advertiser agrees to direct questions regarding regulations, payment terms, and billing to Publisher.
34. URL links in advertisements must be directed to the advertiser's website whose content must be related to the company and product. Third party links are not allowed.
35. Advertisements may not be placed adjacent to or within articles that cite a company name, product, or brand.