

## Advertising Policies

Animal Sheltering print and digital properties are grateful to those companies that provide financial support to The HSUS's campaigns and programs and grateful in particular to our own advertisers. Many of the companies advertising within these properties provide invaluable products and services to the sheltering community.

That said, within the larger context of The HSUS's beliefs and policies, the website, newsletter, blog, and magazine have a responsibility to visitors and readers to remain as objective as possible by ensuring a clear delineation between editorial and advertising content. We want to make sure that our visitors and readers can always trust us to provide the most accurate and neutral evaluation of news and developments in the field; occasionally these developments concern companies and organizations which have provided money to The HSUS through sponsorship or advertising. In order to ensure that Animal Sheltering continues to provide reliable and unbiased coverage, we have the following policies regarding editorial and advertising copy.

- Advertisements simulating editorial material in appearance or style that are not immediately identifiable as advertisements are not acceptable—all ads within the website, newsletter, blog, and magazine must be clearly recognizable as such. The editors reserve the right to clarify or mark submitted advertisements that do not meet these standards.
- Magazine and digital copy will not be shown to outside sources (whether those sources are interviewees, sponsors, advertisers, or other interested parties) prior to publication.
- We reserve the right to refuse any advertising that we feel conflicts with the mission and goal of Animal Sheltering and/or The Humane Society of the United States.

## Advertising Terms and Conditions

- 1. PAYMENT.** All advertising rates are subject to change. Should Advertiser's business be sold or transferred, Advertiser agrees to obtain transfer of the balance of the contract to the new owner, notify the Publisher of the transfer, and pay applicable rate. Invoices are net and payable upon receipt unless arrangements are made with The Publisher through the Advertising Manager. Accounts delinquent 30 days can be charged interest at the rate of 1.5% per month. Accounts delinquent 60 days are subject to cancellation and will be billed at the appropriate earned rate plus interest as stated above and all cost of collection including attorney's fees.
- 2. DECLINE AND CANCELLATION.** The HSUS reserves the right to decline or cancel any advertising for any reason at any time. Neither Advertiser nor its agent may cancel insertion orders for advertising after the advertising deadline. Cancellation notices must be made in writing to The HSUS through its Advertising Manager. If the contract is not fulfilled by the Advertiser, the Advertiser agrees to pay for space used at the applicable earned rate.
- 3. POSITIONING OF ADVERTISEMENTS.** Positioning of advertisements is at the discretion of The HSUS. Advertisement positions are not guaranteed.
- 4. ADVERTISING INSERTIONS.** The Publisher assumes no liability for its failure, for any reason, to insert an advertisement. The Publisher will only be responsible for the re-run of incorrect advertisement if notified in writing prior to the next deadline.
- 5. WARRANTIES, REPRESENTATIONS, AND INDEMNIFICATION.** Advertiser represents and warrants as follows: Advertiser has the power and authority to agree to these Terms and Conditions. The advertisement or website linked to consists entirely of original material, material in the public domain, or material from other works included in the advertisement with the written permission of the copyright or trademark owners. The advertisement or website linked to does not contain any mistakes or misrepresentations, defamatory material, or injurious instructions; does not invade the right of privacy of any individual; does not infringe any trademark, service mark, trade name, trade secret, copyright, or other common law or statutory right; nor does it contain any material that otherwise violates any criminal prohibition or the personal or proprietary rights of any person or entity. Advertiser shall indemnify and hold harmless The HSUS, its directors, officers, and employees, and its successors and assigns, against any and all losses, damages, liabilities, costs, charges, and expenses, including reasonable attorney's fees and costs, arising out of any claims, suits, or threats of suit that may be brought or made against The HSUS by reason of any breach by Advertiser of the warranties and representations contained in this Section 5.
- 6. MATERIALS SUBMITTED BY ADVERTISER.** The HSUS shall not return to Advertiser any materials submitted to The HSUS, including any disks and electronic or printed copies of any advertisements. Advertiser shall be responsible for maintaining backup electronic and printed copies of any item submitted to The HSUS. When change of copy, covered by an uncancelled order, is not received by closing date, copy run in the previous issue will be inserted.
- 7. ENDORSEMENT.** The inclusion of advertising or links does not constitute endorsement by The HSUS of Advertiser or of the products or services advertised.
- 8. ENTIRE AGREEMENT.** The Terms and Conditions set forth here constitute the complete understanding of the parties as to the terms and conditions governing the posting of advertisements and links in the publication *Animal Sheltering* magazine, *Animal Sheltering* Online, the *Animal Sheltering* Blog, and The Scoop. These Terms and Conditions may be changed, amended, or modified only by an instrument in writing, signed by authorized representatives of both parties, which is expressly identified as a modification or amendment of these Terms and Conditions.
- 9. GOVERNING LAW.** The validity, interpretation, and effect of these Terms and Conditions shall be governed by the law of the District of Columbia, irrespective of the places of execution and performance, and without reference to said District's conflict of laws doctrines.