**UNCW STUDENT MEDIA**

4855 Price Dr. • Wilmington, NC 28403-5624 • Fax: 910.962.7131 • Federal Tax ID #56-1258660

**910.962.3789 • ads.uncw@gmail.com**

**Advertising Terms & Conditions**

**advertiser**      **email**

**address**

**city, state, zip**       **ad media**

**phone/fax nos.**       **ad dates**

1. UNCW Student Media (hereinafter “Publisher”) agrees to provide services for the undersigned individual or organization (hereinafter “Advertiser”).

2. Only publication of an advertisement denotes acceptance of the advertisement and completion of an insertion order.

3. The rate(s) specified on the attached order form do not include charges for extensive design work, photography, late charges, or any other expenses incurred from placing these advertisements.

4. Advertiser authorizes publication, agrees to furnish copy at least three days prior to publication date, and agrees to pay for such advertising at the rates set forth in the attached order form.

5. Advance payment may be required of new, out-of-state, political, transient or entertainment advertisers.

6. Renewal or termination of an insertion order must be made in writing. Such termination shall be without penalty to Advertiser provided Advertiser performs all obligations hereunder to the effective date of termination. Any and all discounts shall be added back into the cost of the ad if Advertiser fails to prepay or fulfill the commitment agreed upon herein.

7. Payment is due in full 30 days from invoice date unless extended payments are mutually agreed upon in advance.

8. Payment terms are net 30 days from invoice date. Accounts not paid when due may be refused further advertising. Simple interest of five percent (5%) and a late-payment penalty of ten percent (10%) shall be charged on past-due accounts from the date the account receivable was due until it is paid. State agencies may waive a late-payment penalty for good cause shown. (N.C.G.S. 147-86-.23 and 105-241.21)

9. Publisher reserves the right to reject or refuse at its discretion any ad deemed objectionable or misleading.

10. Political advertising must be identified as “Paid Political Advertisement” and must name the sponsoring advertiser. Advertisements that give the appearance of news material will be marked “Paid Advertisement.”

11. If Publisher is responsible for an error in an advertisement, it will furnish advertisement, a letter explaining the error, and shall otherwise be relieved of any and all responsibility therefore, provided that the Director of UNCW Student Media Sales & Marketing, in his or her sole discretion, concludes that the error materially altered the meaning and value of the advertisement. Publisher will reprint the advertisement as corrected in the next available issue, but in no event shall Publisher have any liability or responsibility for such error beyond such reprint. Publisher shall have no responsibility for errors in copy submitted by Advertiser.

12. Advertiser or Advertiser’s assigned agency assumes all responsibility and liability for the content of advertisements, inserts, and for any claim, expense or loss resulting from the publication or non-publication of such items in any UNCW Student Media publication. Submission of copy or photos for inclusion in an advertisement shall constitute certification by Advertiser that any necessary releases or permission to use such materials has been secured by Advertiser. With regard to the publication of an advertisement, Advertiser will accept full responsibility including, but not limited to, claims of libel, infringement of right of privacy, plagiarism, or copyright violation.

13. Advertiser hereby indemnifies and shall hold UNCW Student Media and all its publications harmless from all claims, demands and/or litigation directly or indirectly related to improper or unauthorized use of any photography, drawing, likeness, name, logo, trademark, representations, or any other material provided by Advertiser to UNCW Student Media and published in any advertising.

14. Amounts due for credit-card payments include a 3% service charge.

15. Rates are net (noncomissionable) to UNCW Student Media.

16. In the event that publication is interrupted or if advertising ordered to be published is omitted for any reason, Publisher shall not be held liable for failure to publish advertising under this agreement except that Publisher shall refund amounts received from Advertiser in payment for advertisements not published.

17. If because of an act of God, fire, civil commotion, strike, government act, or any other cause beyond its control, either party is excused from performance during such inability to the extent that mutually acceptable performance is possible.

18. This agreement contains the entire understanding of the parties concerning the subject matter thereof, and no modification shall be binding on either party unless put in writing and signed by both parties.

19. Publisher’s sales staff shall be the legal sales representatives for UNCW Student Media publications. This agreement is not legally binding until countersigned by the authorized representative of UNCW Student Media.

**advertiser signature**   **date**

It is understood that the Advertiser must pay for advertising ordered herein within the time period stipulated above. All insertion orders are subject to the terms and provisions of the current rate card (available from the address above), which is incorporated herein by reference. UNCW Student Media reserves the right to reject any advertisement for any reason.

 Prepayment received by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_ Invoice (net 30 days)

Authorized Representative of UNCW Student Media \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_