

TSCRA Advertising Terms and Conditions

The following are certain general terms and conditions governing advertising published in any publication of Texas and Southwestern Cattle Raisers Association (TSCRA), Fort Worth, Texas.

Definitions: For the purposes of these terms and conditions, these definitions will be used.

Advertisement: Material published for a fee in a print, digital, or other format, publication of TSCRA.

“Advertiser” is any entity that pays to publish a message in any publication of TSCRA.

“Agency” is any entity that acts on behalf an Advertiser.

“Magazine” includes *The Cattleman* monthly print magazine; *The Cattleman NOW* smartphone app; *The Cattleman Update* daily emailed newsletter; *The Cattleman News Briefs* monthly newsletter; www.tscra.org, or any other publication produced by TSCRA.

“Publisher” is Texas and Southwestern Cattle Raisers Association, 1301 W. Seventh Street, Ste. 201, Fort Worth, Texas 76102

Member of the Alliance for Audited Media: Circulation is reported semi-annually; reports may be found at www.tscra.org.

Cancellations or Changes: Advertisers may not cancel orders for or make changes in advertising after the closing dates of the Magazine. Closing date is the 10th of the month prior to publication.

Orders for all Publisher-produced inserts for Magazine are non-cancelable. Notwithstanding this provision, Advertiser will be responsible for the cost of any work performed or materials purchased on behalf of Advertiser, including the cost of services, paper and/or printing if an insert is not completed.

Errors in supplied materials: The Publisher is not responsible for errors or omissions in any advertising materials provided by the Advertiser or any Agency or entity acting on behalf of the Advertiser, or for changes made after closing dates.

Reject/Cancel: The Publisher may reject or cancel any advertising for any reason at any time. Advertisements simulating the Magazine’s editorial material in appearance or style or that are not immediately identifiable as advertisements are not acceptable.

Placement: The Publisher has the right to insert the advertising anywhere in the Magazine at its discretion and any condition on contracts, orders, or copy instructions involving the placement of advertising within an issue of the Magazine (such as location, competitive separation or placement facing editorial copy) will be treated as a positioning request only and cannot be guaranteed. The Publishers’ inability or failure to comply with any condition shall not relieve the Agency or Advertiser of the obligation to pay for advertising.

Commission: Agency commission is up to 15 percent, where applicable to recognized agents, of gross advertising charges after earned advertiser discounts.

Payment: Invoices are rendered on or about the first of the month of publication. The Publisher reserves the right to change the payment terms to cash with order at any time. The Advertiser and Agency are jointly and severally liable for payment of all invoices for Advertiser published in the Magazine. All payments must be made in the currency stated on the invoice.

Invoices rendered will be accepted as correct unless the Publisher is notified in writing within 10 days of billing date. Payment will be made directly to Publisher at the address on the front of this agreement.

Payments are applied to the first open invoice and may not be applied to specific invoices.

In the event Advertiser is granted a discount rate based on multiple insertions, and then does not run the advertisement for the specified number of insertions, Advertiser agrees to pay for the advertisements that did run at the rate applicable to that number of insertions.

All pricing information shall be the confidential information of the Publisher and neither Advertiser nor Agency may disclose such information without obtaining Publisher's prior written consent.

New Advertisers: Billing prepayment is required for new clients. A signed contract and payment for the first insertion are due by the first closing date, along with the advertisement. Subsequent insertions will be billed upon publication.

Delinquent accounts: Advertisements for accounts delinquent 45 days will be withheld from the Magazine until full payment is received by the Publisher.

An Advertiser who is 45 days late in payment three (3) times within a 12-month period may lose special pricing or earned discounts.

In the event Advertiser and/or Agency default or are otherwise late in payment of bills, Advertiser and/or Agency shall be totally liable for all fees and sums of collections, including but not limited to reasonable attorney's fees and court costs incurred by Publisher in the collection of said bills. In such event, the Publisher reserves the right to either terminate this Agreement or to enforce this agreement pursuant to the terms set forth. Venue for any judicial proceeding concerning enforcement or any provisions of this contract including any action of nonpayment shall be in Tarrant County, Texas.

Digital impressions: Publisher makes no guarantee or representation as to the quantity and/or quality of visits, impressions, circulation, or other usage of Publisher's websites, apps or emails or of the advertisement, or as to the use of any particular tracking or information-gathering devices, unless Publisher expressly agrees otherwise in writing.

Advertiser and Agency acknowledge and agree that advertisements and ad impressions published on Publisher's websites, apps and/or emails may be viewed by end users located in and/or outside the United States. In addition, all impressions and/or other measurements of advertisements for Publisher's websites, apps and emails shall be based solely on Publisher's calculations for its websites, apps and emails.

Terms and Conditions: Publisher reserves the right to modify these terms and conditions. Notice of changes will be posted in the advertising section of www.tscra.org at least 30 days before changes take effect.