### 2022 ADVERTISING CONTRACT / TERMS AND CONDITIONS

**APPROVAL OF ADVERTISING:** The subject matter, form, size, wording, illustration, and typography of the advertising in this contract shall be subject to the approval of NCSLI; NCSLI shall not make changes to any advertising without the Advertiser’s prior consent.

**ADVERTISER RESELLERS OR GROUP SALES:** Only advertising from the contracted company is allowed. This means that an advertiser that purchases an ad placement can not divide the ad into smaller sections and sell the sections to another advertiser. The advertiser that purchases the advertising can only advertise their own products and/or services. Individual members or student members cannot submit ads under this agreement; they can only submit ads in the classified ad section.

**PROOF CHANGES AND/OR CORRECTIONS:** The advertiser is responsible for mailing, faxing, or emailing all ad copy changes to the NCSLI Business Office by each issue deadline date. Copy corrections or changes cannot be guaranteed after the deadline date. If a change is not received by the deadline date, previous copy will be repeated.

**COMPENSATION:** NCSLI will not be responsible for any errors discovered in the ad after Measure has gone to press and/or has been mailed to subscribers.

**POSITION PLACEMENTS:** NCSLI reserves the right to place Advertisements on any internal page position. Ad placements (first third, second third or last third of Measure are on a first-come first-serve basis as space permits; all ad placement decisions shall be at the discretion of the NCSLI editorial department.

**BILLING:** Payment in full or a signed contract/insertion Order with purchase order number is required before the artwork deadline date (see Table 2 above). Any payment or signed contract/insertion order with purchase order number not received when due shall accrue interest at the rate of 12% per annum. Any additional insertions will not occur if payment has not been received 30 days before the next publication artwork deadline; in addition, this contract shall be considered terminated. If it becomes necessary to turn a delinquent account over to an attorney or a collection agency for payment of published advertising, the Advertiser shall be responsible for paying both accumulated interest charges and reasonable attorney fees and costs that NCSLI incurs as a result of the collection action. Advertiser and its Advertising Agency, if any, shall be jointly and severally liable for any payments due.

**CONTRACT CANCELLATIONS:** A contract may be canceled by either the Advertiser or Publisher provided the terminating party notifies the other in writing with sixty (60) days notice prior to the next contracted insertion space reservation date (see Table above.) All cancellations less than sixty (60) days prior to the next contracted insertion are non-refundable. A cancellation of any portion of a contract shall void all rate and position protection for the Advertiser.

**NO CONTRACT RENEWALS:** Contracts CANNOT be renewed. Each contract is a single instrument defining the purchased advertising for a specific number of insertions over a period of time not to exceed one year.

**CHANGE OF PUBLICATION SCHEDULE:** NCSLI reserves the right to change the publication schedule without prior notice. If NCSLI does not publish an issue of Measure, NCSLI is only liable for a refund of the advertising fee paid by Advertiser for that issue.

**BINDING EFFECT:** This contract is binding on and is for the benefit of the legal and personal representatives, successors, heirs, or assignees of the parties.

**INDEMNIFICATION OF NCSL INTERNATIONAL:** Advertiser represents and warrants that it has all necessary rights to authorize NCSLI to publish the contents and subject matter of the advertisements covered by this contract. Advertiser agrees to indemnify, defend and hold NCSLI harmless against any damages, loss or expense resulting from any claims, actions, or proceedings or threatened claims, actions or proceedings based on the contents and subject matter of the advertisements.

**GOVERNING LAW:** This contract shall be governed by and construed in accordance with the laws of the State of Colorado USA, excluding its conflicts of laws principles. Due to NCSLI’s U.S. Internal Revenue Service (IRS) status as a 501(c)(3) organization and its unrelated business income provisions, all advertisers must be NCSLI organizational members in good standing.