

Home Health Section – APTA
ADVERTISING TERMS & CONDITIONS

1. The Home Health Section of APTA (HHS or The Publisher) reserves the right to reject any advertising materials. Advertising orders are accepted subject to the terms and provisions of the current guidelines and the conditions set forth in the principles governing advertising in publications of HHS.
2. HHS reserves the right to invoice the advertiser for special or custom production requirements.
3. Insertion orders and advertising files are due according to the publication deadlines for the print publication and on the 15th day prior to the insertion/start date for banner ads. Please confirm all cancellations in writing prior to deadline by contacting the HHS at 866-230-2980 or RLCHILDERS@homehealthsection.org.
4. The Publisher will not be bound by any conditions, printed or otherwise, appearing in order blanks or copy instructions when such conditions conflict with the terms and conditions set forth here. No waiver or modifications to the foregoing shall be binding on the Publisher unless agreed to in writing.
5. Materials must be provided in print or Web-ready format, or customer will be billed design/production charges to make materials Web-ready. Web-ready materials means electronic files that are ready in the format which conform to the mechanical specifications published by HHS.
6. All rates are subject to change upon notice from HHS. Payment is to be made upon receipt of order. The Advertiser and Advertiser's agency, if any, placing the advertisement with the Publisher shall be jointly and severally liable for payment under the contract. Bills or invoices may be sent at the Publisher's option to the Advertiser and/or the Advertiser's agency. In the event payment is not made when due, the Publisher may terminate the contract. Should the Publisher continue to publish the advertisement for the term of the contract, the Advertiser and/or the Advertiser's agency agree to pay late charges and interest as permitted by law, as well as the Publisher's expenses of collection and/or attorney fees, said fee and collection costs not to exceed 25 percent of the amount due hereunder. Notice of any demand for collection or other legal notice to either the Advertiser or the Advertiser's agency shall serve as notice to the other.
7. Cancellation policy: No cancellations or changes in contracts reserving print advertising space will be accepted after the print publication deadline. Cancellations or changes must be received in writing by the advertising deadline or in the case of banner ads, before the ad start date. Any advertiser cancelling after the space reservation deadline must forfeit the cost of the space.
8. Banner ads may be updated on the first day of each month. Additional updates may be charged at a rate of \$100 per update.
9. The Advertiser and/or the Advertiser's agency will be presumed to have read the entire HHS Policies, Rates, and Requirements and agree to all terms and conditions listed herein. Such agreement is indicated by the Advertiser and/or Advertiser's agency signature on order placing advertisements with the Publisher. This agreement becomes binding when the order is accepted and confirmed by the Publisher in writing; however, should ad copy be considered unacceptable by the Publisher, this contract will be terminated, unless acceptable copy is provided to the Publisher within the guidelines on page 1 of this contract and in the Advertising Policies, Rates, & Requirements. This agreement shall be deemed to be entered into and performed in Missoula County, Montana, and shall be construed in accordance with that state's laws without reference to its choice of law rules.
10. Placement of banner ads may change with redesigns of the HHS Web site.
11. Advertising on the HHS Website, www.homehealthsection.org does not constitute an endorsement by HHS.
12. Publication dates are estimated dates. Production delays can occur.
13. All advertising space is booked on a first-come, first-served basis.

Please initial here _____, and return both pages.

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Return via mail, e-mail, or fax to:

Home Health Section • PO Box 4553 • Missoula, MT 59806-4553 • Fax 866-861-4675 • RLCHILDERS@homehealthsection.org