



## AASHE Advertising Agreement Terms

These terms and conditions apply to all Advertising Insertion Orders placed by the advertiser with The Association for the Advancement of Sustainability in Higher Education ("Publisher"). Publisher will not be bound by any condition appearing on order blanks or copy instructions submitted by or on behalf of the advertiser when such condition conflicts with any provision contained in the published rates or with its policies, regardless of whether or not set forth in the rate information. All references herein to Advertiser include Advertiser's agency if there is one, and Advertiser and its agency shall be jointly and severally liable for Advertiser's obligations hereunder.

1. Term This Agreement will commence on the date this Agreement is signed by the Advertiser (the "Effective Date") and continue until terminated by AASHE for any reason in AASHE's sole discretion (the "Term").
2. Advertiser's Obligations The Advertiser agrees to pay AASHE the fees described in the Insertion Order as selected and submitted by the Advertiser. **Payment of all Fees shall be due in full within thirty (30) days of receipt of AASHE's invoice.** Advertiser is responsible for timely submitting acceptable advertisements for insertion by the applicable deadline, subject to the guidelines, terms and conditions specified in this Agreement. Advertiser is permitted to cancel one or more advertisements selected in a particular Insertion Order by providing written notice directed to [marketing@aashe.org](mailto:marketing@aashe.org) no fewer than thirty (30) days prior to publication. Advertiser shall not be charged Fees for advertisements that are timely canceled. All Fees for advertisements that are not timely canceled by Advertiser pursuant to the cancellation rules remain fully due and are nonrefundable.
3. Acceptance of Advertising All advertisements are subject to review and approval by AASHE. AASHE may, for any reason in AASHE's sole discretion (including but not limited to violation of the guidelines described in Section 5 of this Agreement), require edits or reject any advertisement submitted by the Advertiser.
4. Advertising Guidelines Advertisers must comply with the guidelines described in this Section 5, and any revisions or supplements to these guidelines, which AASHE may provide at any time and for any reason in AASHE's sole discretion. In the event that AASHE's advance written approval is required pursuant to this Section 5, requests for approval should be directed to [marketing@aashe.org](mailto:marketing@aashe.org).
  - a. Advertiser shall not advertise products, services, or events that have no direct relation to the higher education sustainability community unless AASHE provides written approval of the content of such advertisements in advance of its submission.

- b. Advertiser shall not advertise products, services, or events that compete directly with products, services or events offered by AASHE (including the solicitation of membership in any membership organization) unless AASHE provides written approval of the content of such advertisement in advance of its submission.
  - c. Advertiser shall not reference AASHE, AASHE's products, services, standards, or events, or use AASHE's logo or other trademarks unless AASHE provides written approval of the content of such advertisement in advance of its submission.
  - d. Advertorials (an advertisement resembling an editorial or journalistic article in form and style) are prohibited. Artwork, format and layout should be such as to avoid confusion with editorial content of the publication or website. AASHE reserves the right to indicate that it is an Advertisement within the copy to avoid confusion.
  - e. Advertising copy must be factual, in good taste, and all claims must be fully supported. Advertisements must avoid the use of claims the validity of which depends upon extremely fine interpretations of meaning. This does not exclude the use of normal qualifiers, such as footnotes, which may be necessary to render a claim true.
  - f. Advertisements using exclusive claims such as "best", "the most effective" or "only" or any other word with the same meaning to describe Advertiser's products, services or events is prohibited.
  - g. Advertisements containing testimonials or those that quote the names, statements or writings of any individual, public official, government agency or other organization must be accompanied by written consent for use from the quoted individual or entity.
  - h. All advertisements must clearly identify the Advertiser by trademark, signature or name.
  - i. Links to other websites contained in an advertisement must not prevent a user from easily returning to AASHE's website.
5. Errors in Advertisements AASHE shall have no responsibility to correct artwork, proofread advertisements or verify any statements contained therein. In the event of any errors in an advertisement or in AASHE's reproduction or publication thereof, the Advertiser shall notify AASHE immediately. Upon notification, errors will be corrected in the next available comparable placements of the advertisement, as determined by AASHE. This shall constitute the sole remedy for any errors, whether or not such errors are the fault of AASHE. Publisher's liability will in no event exceed the cost of the space ordered and Advertiser further agrees that the Publisher will not under any circumstance be responsible for consequential damages, including lost income and/or profits.
6. Data and Other Information AASHE may in its sole discretion provide reports to Advertiser that show aggregate data about the Advertiser's advertisements, including the number of impressions generated. However, AASHE will not release personally identifiable data to Advertiser regarding AASHE's members or visitors, users, or readers of its digital properties. Further, Advertiser cannot be given advance knowledge of any content posted in any of AASHE's digital properties, and AASHE'S editorial decisions or advertising policies will not be influenced by Advertiser or shaped to accommodate Advertiser's preferences.
7. Relationship of the Parties Publisher and Advertiser are and will remain independent contractors. This Agreement does not constitute and will not be construed as constituting a partnership, joint venture, principal/agent relationship, or employer/employee relationship between Publisher and Advertiser. Neither Party will have any right to obligate or bind the other in any manner whatsoever and nothing herein contained will

give, or is intended to give, any rights of any kind to any third person. Nothing in this Agreement is meant to establish joint and several liability, fiduciary duties, or any other right or obligation associated with a partnership. The inclusion of an Advertising Insertion Order with AASHE is not to be construed or publicized as an endorsement or approval by AASHE, nor may the Advertiser promote that its advertising claims are approved or endorsed by AASHE.

8. Limitation of Liability. Neither party will be liable to the other party for any indirect, incidental, delay, special, punitive, or consequential damages, including damages for lost opportunities, lost profits from this agreement or any other transaction, or lost savings, whether arising in contract, tort or otherwise, even if such damages were foreseeable or result from a breach of this agreement. notwithstanding anything in this agreement to the contrary, in no event will the aggregate liability of Publisher to Advertiser exceed the amount of the fees payable by Advertiser to Publisher under this agreement.
9. Indemnification. Advertiser shall defend, indemnify and hold harmless AASHE, its related entities, partners, agents, officers, directors, employees, attorneys, heirs, successors, and assigns, from and against any and all claims, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind incurred in connection with (i) any claims or statements made in the Advertiser's advertisements; (ii) any third party's use of the products, services, or events described in the Advertiser's advertisements; or (iii) the inaccuracy or breach of any of the covenants, representations and warranties made by Advertiser in this Agreement. This indemnity shall require the payment of costs and expenses by Advertiser as they occur. The provisions of this Section shall survive any termination or expiration of this Agreement.
10. Force Majeure. No delay or failure in performance by either Party (except for Advertiser's payment obligations) will constitute default hereunder or, give rise to any claim or damages if, and to the extent, such delay or failure is caused by an occurrence beyond the control and without fault or negligence of the Party affected and which said Party is unable to prevent or provide against, or would make it inadvisable, impracticable, illegal, or impossible for a party to perform its obligations as originally contracted under this Agreement (collectively, a "Force Majeure"), including fire, flood, earthquake, extreme adverse weather conditions, failure of electric power, gas, water, or other utility services, the collapse of building structures, widespread disease or other public health emergencies (including pandemic or epidemic), strike or other industrial action, the outbreak or declaration of war, act of terrorism, revolution or government orders or action (including the declaration of a State of Emergency or Coup d'état). In the event a Force Majeure excuses performance, then neither Party will be obligated in any way to fulfill its obligations under this Agreement (except for Advertiser's payment obligations) during the period of interruption caused by the Force Majeure.
11. Waiver. Either Party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.
12. Assignment. The Parties may not assign this Agreement or any right or obligation of this Agreement, by operation of law or otherwise, without the prior written consent of the other Party.

13. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Pennsylvania without regard to its conflicts of laws principles. Any suit or action between the Parties arising out of or relating to this Agreement will be filed in a court of competent jurisdiction within Pennsylvania, and the Parties hereby consent to personal jurisdiction in Pennsylvania.
14. Entire Agreement. This Agreement and the Advertising Insertion Order Form: (i) constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces all prior agreements, oral and written, between the Parties relating to the subject matter hereof; and (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both Parties.
15. Severability. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full effect.
16. Survival. Any provisions of this Agreement that by their nature extend beyond expiration or termination (including, but not limited to Sections 5, 6, 8, 9, 10, and 11) will remain in effect in accordance with their terms.
17. Representations and Warranties. The Advertiser covenants, warrants and represents that: (i) it has the authority to enter into this Agreement; (ii) the person executing this Agreement on behalf of the Advertiser has the authority and power to do so; and (iii) the advertisements submitted by Advertiser comply with all applicable laws and do not infringe or violate the rights of any third party.