

Center Point Newsletter Advertisement Terms

1. Comstock Community Center, Inc. (Comstock Community Center) reserves the right, at its absolute discretion and at any time it deems, to accept or reject advertising submitted for publication in its bimonthly newsletter, whether or not it has been previously acknowledged and/or accepted.
2. Advertisements which resemble editorial content, must be bordered, and identified as "paid advertising." Such modifications may be made without prior consent. No allowances will be given.
3. Reproduction or printing errors, placement and/or failure to publish advertising as submitted will entitle the advertiser to an adjustment based proportionally on the ad cost, at the discretion of the Comstock Community Center, and shall be the sole remedy for such claims. Claims for errors must be made within fifteen (15) days of publication.
4. All advertisers agree to defend, indemnify, and hold harmless, Comstock Community Center, its board, officers, staff, agents and employees for any losses or liabilities, claims, costs or expense including actual attorney fees incurred by the indemnified party resulting from or connected to the advertising content submitted to the Comstock Community Center.
5. Advertising space is for the exclusive use and promotion of the advertiser and may not be offered, resold or used, directly or indirectly, by any third party.
6. Advertising for political candidates, ballot question or other political or controversial issue shall not be accepted for publication.
7. All advertising must be accepted and approved on an individual basis for publication by the Comstock Community Center. By accepting advertising, the Comstock Community Center neither endorses nor advocates for the advertisers, its products or services.
8. Advertising rates may be adjusted to reflect increases in postal rates and will be effective at the time postal rates change. All other adjustments will be made with thirty (30) days' advanced written notice to advertisers with multiple publication agreements in effect. and at such time, advertisers may cancel ads for future issue(s) without penalty by written notification within thirty (30) days' notice of rate adjustment.
9. Advertising is sold "payment in advance" of publication unless credit is established in advance.
10. Distribution dates and quantities are based on projection and are subject to change. The Comstock Community Center reserves the right to cancel any scheduled edition of the newsletter for any reason and the advertiser will be entitled to only the advertising cost paid in advance for said publications.
11. Advertiser warrants that he/she has the right to use logos, trademarks, brand names, art, photos or illustrations of person, products or entities in its advertising and agrees to hold Comstock Community Center and its agent(s) harmless from any and all claims made against the advertiser for use of such material or content provided by the advertiser. The advertiser further agrees to pay any and all expenses, including reasonable attorney fees, as a result of publication of material published at the request of the advertiser or its agent.
12. No other terms or conditions, expressed or implied, shall be valid unless agreed to, in writing, by the director of the Comstock Community Center.
13. The undersigned understands and agrees to the above policies, terms, conditions, and obligations. If the undersigned is a corporation, limited partnership, general partnership or other entity, the undersigned warrants and represents that it is properly authorized by the board of directors, stock holders, partners and other holders of beneficial interest to acknowledge and accept these rules