

## Standard Terms and Conditions for Advertising (All Media) With Indoor Environments Association (AARST)

The following terms and conditions shall be incorporated by reference into all Insertions in all media advertising submitted to IEA by Advertiser:

- A.** Advertising is subject to acceptance by IEA (Publisher) as to character, layout, text and content.
- B.** Publisher reserves the right to reject or cancel advertising that is not in keeping with the publication's (print/web) standards or for any other reason, even if the advertising has been published previously by Publisher.
- C.** Advertiser hereby grants Publisher the right and license to use, reproduce, transmit and distribute all creative materials supplied by or on behalf of advertiser, including without limitation, all text, graphics, illustrations and photographs (the "Creative"). Advertiser represents and warrants that (i) it has all the necessary rights in the Creative;  
(ii) the Creative does not violate any applicable law or regulation; and (iii) the Creative does not violate or infringe upon any third party right in any manner or contain any material or information that is defamatory, libelous, slanderous, that violates any person's right of publicity, privacy or personality or may otherwise result in any tort, injury, damage or harm to any person. Advertiser acknowledges that Publisher is relying on the foregoing representations and warranties. Advertiser agrees to indemnify, defend and hold Publisher and its affiliates and their respective officers, directors, employees harmless from and against any and all expenses and losses of any kind (including reasonable attorneys' fees and costs) incurred based upon a breach of any of the foregoing representations and warranties or in connection with any claim arising from or related to any advertisement supplied by advertiser or its agents and run by Publisher.
- D.** Publisher reserves the right to place the word "advertisement" or "sponsored article" with any copy that in the Publisher's opinion resembles editorial material.
- E.** Conditions, including rates, are subject to change by Publisher without notice.
- F.** Positioning of advertisements is at the discretion of the Publisher.
- G.** Publisher shall have no liability for errors in contact numbers/info from Advertisers' materials, or any omission from the Advertiser Index or for any omitted, misplaced or mispositioned advertisements.
- H.** Advertiser is liable for any costs (design fees, set ups, additions or alterations to advertisements, logos, color, film, reprints, etc.) incurred in the preparation of its advertisement regardless of whether or not the ad runs.
- I.** Publisher shall not be liable for any costs or damages if it fails to publish an advertisement.
- J.** Publisher will not be held responsible for consequential costs or other damages due to loss or damage of digital ad materials.
- K.** Publisher shall have the right to hold advertiser and/or its advertising agency liable for such monies as are due and payable to Publisher.
- L.** Publisher is not liable for delays in delivery or non-delivery in the event of Act of God, action by government, fire, flood, insurrection, riot, explosion, embargo, strikes (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, or any condition beyond the control of Publisher affecting production or delivery in any manner. Under no circumstances shall Publisher be liable for any indirect, incidental, special or consequential damages (including, without limitation, loss of profit or impairment of goodwill) of any advertiser. Under no circumstances shall Publisher's direct or indirect liability to any advertising agency or advertiser exceed the invoiced cost of the advertisement.
- M.** Advertising Frequency Contracts. Frequency contracts entitle advertisers to the discount rate as specified. Advertisers agree to pay short rate for incomplete contracts. Advertising rates are subject to change. Advertisers will be notified of any rate changes and all future ads billed at new rates.
- N.** Late Material. If materials are received after deadline, Publisher will make all efforts to include said materials. Materials received after published deadlines risk non-inclusion and no refund.
- O.** Media Delivery. All art is sent to IEA digitally; in the correct media format (size, DPI, PPI, Color and bleeds where required) as indicated in the "Ad Specifications for all Media" page in the Online Media Kit.

Signature \_\_\_\_\_ Date \_\_\_\_\_