

# 2024 MSA Advertising Terms & Conditions

## 1. Agreement to Terms:

Submission of a signed insertion order for placement of an advertisement in Main Street News or Main Spotlight constitutes the advertiser's acceptance and agreement to these Terms and Conditions. Provisions or conditions in an order form or other document that conflict with these Terms and Conditions are null and void. The organization reserves the right to revise these Terms and Conditions at any time without prior notice.

## 2. Payments:

Payment can be made via check or credit card/PayPal. Payment is due upon receipt of the invoice.

## 3. Cancellation and Changes:

Main Street America reserves the right to reject or cancel any advertisement or ad order at any time and for any reason. If an order is canceled for a default in payment, then charges for all advertisements published as of the cancellation date shall be immediately due and payable. Advertisers may not make changes to advertisements more than once per quarter. Advertisers may not cancel orders more than seven (7) days before publication. Claims for defects, damages, or shortages must be made by the customer in writing within a period of fifteen (15) days after the publication date. Ad placement will be confirmed with the receipt of payment and materials. Advertisers are not guaranteed an ad spot until payment and materials are received. Advertisers will receive a confirmation email when all materials have been received. If payment and materials are not submitted by the deadline, the ad spot will be opened up to another advertiser. Advertisers must be approved for an ad space via the Advertising Request Form to secure an ad spot.

## 4. Limitation of Liability:

Main Street America is not liable for any failure or delay in publishing, or circulating any editions of Main Street News or Main Spotlight, or arising from, an act of God, accident, fire, strike, act of war, or other occurrence beyond Main Street America's control. Main Street America's liability for any error or omission for which it may be held legally responsible shall not exceed the cost of the advertisement affected by the error or omission. Main Street America shall not be liable for any indirect, consequential, special, or incidental damages.

## 5. Miscellaneous:

a. Advertisers and their agencies jointly and severally represent and warrant that each advertisement submitted by them for publication in Main Street America does not violate any law or infringe on the right of any party. Advertisers and their agencies jointly and severally agree to indemnify and hold Main Street America harmless from and against any loss, liability, claim, damage, and related expense (including attorneys' fees) arising from the breach or alleged breach of the foregoing representations or warranties.

b. Main Street America's acceptance of an advertisement for publication in Main Street News or Main Spotlight does not constitute an endorsement of the product or service advertised.

c. Advertising is accepted for publication on the condition that the advertiser and agency shall not make any promotional reference to Main Street America without prior written permission from Main Street America, or pursuant to an existing separate written agreement.

d. Main Street America reserves the right to include the word "advertisement" or the phrase "special advertising section" or other similar wording on any advertisements that, in Main Street America's sole opinion, resemble editorial matter.

## 6. Advertising Policy:

All advertising is subject to Main Street America's approval in its sole discretion. Main Street America is not responsible for errors in type set by Main Street America or for omission of an advertisement. In the event of an omission, Main Street America will refund the cost of the advertisement as advertiser's sole remedy. Positioning is not guaranteed unless confirmed in writing. Advertisers and agencies assume liability for all content of advertisements and assume responsibility for any claims arising therefrom made against Main Street America. Rates are subject to change without notice.