

Policy



TRIAL Advertising Policy

- *TRIAL* encourages the submission of advertisements that help demonstrate the beneficial contribution trial lawyers make to ensuring that we have a civil justice system that protects the rights of individuals. We prefer ad content that focuses on helping victims and seeking justice.
- *TRIAL* reserves the right to reject advertising that refers to large jury awards or settlements; appeals primarily to maximizing damages; or otherwise overemphasizes prices, fees, or other monetary considerations. This applies to both textual and visual elements of advertising.
- *TRIAL* will not accept advertising for firearms, tobacco, or alcoholic beverages.
- *TRIAL* reserves the right to reject advertisements with sexual or other connotations in questionable taste.
- *TRIAL* reserves the right to set additional requirements for ads adjacent to the President's Page, pages 1 through 3, inside front and back covers, and the back cover.
- *TRIAL* will not accept more than three consecutive pages or partial pages of advertising from one advertiser, unless the piece is an insert.
- *TRIAL* avoids text or visual emphasis on prices and fees in ads. Photos or art containing currency, dollar signs, ambulances, or images that may have a negative connotation for the legal profession will not be accepted.
- *TRIAL* discourages advertising so "heavy" in print matter that it could detract from surrounding ads and editorial content. *TRIAL* discourages ad copy encroaching on the outside perimeter of allotted space. *TRIAL* may choose to adjust or modify borders on ads to maintain overall order and consistency of appearance.
- *TRIAL* will make the decision to accept advertisements from continuing legal education providers on a case-by-case basis.
- *TRIAL* reserves the right to reject advertisements offering products or services in direct competition with AAJ products or services.

Terms and Conditions

1. Contract must be completed within one (1) year from first insertion. Upon acknowledgment of any insertion order, *TRIAL* reserves the right to reject any advertising copy that in its sole discretion conflicts with the content, format, style, or appearance of the publication, or otherwise does not conform with reasonable standards of good taste. No large jury awards are to be mentioned in any advertisement. Advertiser or Agency may cancel an order for advertising in writing only. No cancellation is considered accepted until confirmed in writing by the Publisher. If the Advertiser or Agency cancels, Advertiser or Agency shall pay Publisher a short rate equal to the

difference between the rate earned under the contract and the rate applicable to the actual frequency of publication determined in accordance with Publisher's rate card. Cancellations (as well as changes in insertion orders) will not be accepted by the Publisher after the closing dates. The closing date is the 15th day (or next business day if the 15th falls on a Saturday, Sunday, or holiday) of the second month preceding the month of the issue in which the advertisement is scheduled to appear.

2. Advertisements will be accepted only through *TRIAL*'s Advertising Insertion Order. General standards which govern the acceptance of advertisements in *TRIAL* include

but are not limited to the following: advertising in *TRIAL* shall not be false, misleading, fraudulent, or deceptive; substantiation of any representation, claim, or statement made in any advertisement may be required; and advertising must conform to reasonable standards of good taste. (See *TRIAL* Advertising Policy).

3. The Advertiser and Agency, jointly and severally, are liable for payment for all published advertisements. First-time advertisers are required to either prepay their ads by the scheduled space closing date or where credit is allowed, place current credit card information on file to be billed in the event that an undisputed billed amount is 90 days past due on pub-

continued on back



lished advertising. If invoiced, monthly accounts are due and payable upon receipt of invoice and considered past due if payment is not received within 30 days of invoice date. *TRIAL* reserves the right to contact the client directly when any account is 60 days past due. No agency discount will be allowed on any advertising invoices 60 days past due. If an account is 60 days past due, all advertising will be discontinued until the account is brought current.

If the Publisher is not paid in full for advertisement as due, Advertiser and Agency agree to pay an additional 1.5 percent per month as a service charge on the unpaid balance, until paid, and all costs of collection incurred by the Publisher, including attorney's fees and costs. Publisher will not accept terms of sequential liability.

4. The Publisher shall not be bound by any condition, printed or otherwise, appearing on order blanks or copy instructions when such conditions conflict with the provisions set forth here.

5. All advertisers are published on the representation of the Advertiser and Agency that both are authorized to publish the entire contents and subject matter of the advertisement.

6. The Advertiser and Agency agree not to make any promotional reference to *TRIAL* or the American Association for Justice without the prior permission of the Publisher for each such use.

7. Advertising which simulates editorial content must carry the caption 'Advertisement' in not less than eight (8) point type in the overall space occupied by the Advertiser.

8. Publisher assumes no responsibility or liability for any errors that may occur in connection with key numbers in any advertisement. The Publisher shall not be liable for any failure to publish all or any portion of the issue in which an advertisement is contained if such failure is due to acts of God, strikes, accidents, or other occurrences beyond the Publisher's control. Failure by Publisher to insert advertisement in any particular issue or issues invalidates the order but shall not constitute a breach of contract. Advertisements omitted from any particular issue or issues shall be made up or rate adjusted. In no event shall Publisher be liable for any other damages, including but not limited to consequential damages. The Advertiser and Agency,

jointly and severally, shall indemnify and hold harmless the Publisher, its officers, agents, and employees against claims, suits, expenses (including legal fees), and losses resulting from the publication of the contents of the advertisement, including, without limitation, claims or suits for libel, violation of right of privacy, copyright infringement, or plagiarism.

9. The Publisher will not be mediator for any advertiser/reader disagreements or business transactions. Any advertiser or reader complaint is to be handled directly with the parties involved.

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