

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.

Printing Specifications

A. SWOP Standards apply. Saddle-stitched.

B. Proofs: full-sized (100%) combined proof or print for identification must be supplied with digital files. SWOP-standard proofs required on all 2, 3, and 4-color advertisements.

C. Crop marks are not to enter into bleed areas. (See Bleed under Mechanical Requirements.) Do not use crop marks on any ads other than full-page bleeds.

D. If specifications and deadlines are not followed, the Publisher is not responsible for the production quality of the advertisement.

E. Mechanical changes can be made in-house and will be billed a minimum of \$50. Charges for these changes are not subject to commission. A fee of \$50/ad will be charged for digital ads that need adjustment, i.e., that don't follow our digital specs.

Contact Information

Space contracts, correspondence, materials, and proofs should be addressed to:
Frank Carballo
Associate Director, Advertising
TRIAL Magazine
777 6th Street, NW, Suite 200
Washington, DC 20001
202-944-2857 or 800-424-2725, ext. 313
Fax: 202-298-6351
E-mail: frank.carballo@justice.org

Electronic File Info

TRIAL is designed on a Mac system. Acceptable media are as follows:

Mac/PC Formatted:

CD, DVD

Media Labeling:

Include issue date, advertiser, phone number, and contact person.

Desktop File:

PDF is the preferred file format but we also accept the following applications:

QuarkXPress 7 or earlier
Adobe PhotoShop CS2
Illustrator CS2
Freehand MX

PDFs created with Adobe Acrobat 5.0 or later, and/or Acrobat Distiller 1.3 or later are acceptable. Do NOT use PDF Writer to create PDF files for submission, as well as earlier versions of Acrobat or Distiller. Do not use any transparency settings when creating the PDF. Do not use crop marks. All fonts must be imbedded. For color ads, all colors and color images must be CMYK. All other file specifications specified herein must be followed.

Desktop Elements:

Images: Uncompressed TIFF, EPS. Line art should be a minimum of 900 dpi, 1200 preferred, and continuous tone color and b&w images should be 300

continued on back

dpi. Color images must be in CMYK format. No RGB, JPG, or GIF. No spot colors.

Fonts: Postscript printer and screen fonts for Macintosh. No PC, Windows, or True Type fonts unless imbedded in a PDF. No Multiple Master fonts. Also see below under "other instructions."

Submitting Materials:

FTP site: *TRIAL* has an FTP site for uploading files. After uploading, please notify *TRIAL* via e-mail: trial.ads@justice.org. FTP information is case-sensitive.

Host: ftp.strasburg.rrd.com
or 12.54.11.71
User ID: trialads
Password: VBsmH9B
Directory: To-TrialAds

TRIAL always keeps a detailed up-to-date PDF of printing specifications on the FTP site.

E-mail: trial.ads@justice.org. Please do not send e-mails larger than 10Mb.

Proofs:

Supply SWOP-matching hard copy proofs, at 100% size, made from actual supplied digital file. *TRIAL* cannot be

responsible for print quality or color accuracy of any ad submitted without appropriate proof.

Other Instructions:

Single page image area should be no more than trim plus 1/8" bleed. Build pages to trim size and extend bleed beyond page edge. All elements must be placed at 100% size. Do not rotate, crop, or distort images in layout program; make these changes in the image program before importing into the layout program. Include all fonts, images/scans, and logos/artwork. Do not nest EPS files in other EPS files.

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 published 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 75 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.

American Association for Justice
777 6th St., NW, Suite 200
Washington, DC 20001
202-965-3500 or 800-424-2725, ext. 313