

POLICIES AND REGULATIONS

1. All rates are non-commissionable. (Exception: national and RCAP rates, which are subject to 15% commission for recognized agencies).
2. Acceptance and publication of advertising does not constitute any extension of credit. All political ads and going-out-of-business ads require payment in advance.
3. Publisher may, at its sole discretion, extend credit upon completion of an application for credit; and/or a personal guarantee by an advertiser; and/or any additional information and references deemed necessary.
4. In cases where the Publisher extends credit, payments are due and payable by the 20th day of the month following publication. Any applicable discounts will be allowed only if all charges are paid in full on or before the 20th, and provided there is no previous unpaid balance due. Continuation of credit privileges is dependent upon full and prompt payment.
5. Advertising orders not conforming to the rates or terms and conditions on the existing rate card(s) will be considered clerical errors. Copy accompanying such orders will be published and charged at the applicable effective rate.
6. Any invoice submitted by the Publisher to the advertiser, or its agent, shall be deemed conclusive as to the correctness of the items contained therein, and shall constitute an account as stated unless advertiser makes a written objection delivered to the Publisher within 30 days of such an invoice. If there are any disputes or discrepancies, the advertiser must pay all amounts not subject to dispute according to the Publisher's established payment terms.
7. Failure to receive tearsheets or checking copies is not recognized as a valid reason to withhold payment.
8. In the event of nonpayment of bills due on the part of the advertiser, the Publisher reserves the right to reject any advertisement placed by that advertiser. Any existing contract shall be terminated and the advertiser shall pay the earned rate.
9. If legal proceedings are necessary to collect any amounts due, the Publisher shall be entitled to reasonable attorney's fees, costs and necessary expenses. It is agreed that the venue in any legal action that may be taken to enforce these terms and conditions and any advertising contract shall be in the city of Roanoke, Virginia. The laws of the state of Virginia shall control in all legal matters.
10. If an advertiser requests a cancellation of an ad past the "ad cancellation" deadline, the request will be honored, if possible, and 10% fee will be charged.
11. The agreements, conditions, rates and regulations set forth herein or in the written advertising contract between the Publisher and the advertiser shall constitute the entire agreement between the Publisher and the advertiser; any verbal instructions will be accepted only at the advertiser's risk of a misunderstanding.
12. An advertiser located within The Roanoke Times' circulation area who sells through one or more outlets which he alone owns or controls shall be entitled to the local rate. National rates apply to advertising over the signatures of two or more retailers of separate ownership, even when offering products of the same manufacturer.
13. Retail rates apply to association advertising confined strictly to a group of bona fide retail advertisers provided advertising is paid for by the merchants involved, e.g., shopping centers.
14. Charitable and/or nonprofit organizations that advertise fund-raising events or special events will be charged as follows:
 - For events or programs that are advertised in conjunction with local retail advertiser, retail rates apply.
- For a trade show or exhibit sponsored by or including more than one retail advertiser, retail rates apply and joint advertising must be limited to information regarding the event.
- For otherwise "transient" advertising, retail rates apply as long as the advertising event is located within The Roanoke Times circulation area. For such advertising, a schedule of events and listing of participants is acceptable.
- For advertising that includes price and item, national rates apply.
15. Candidates for political office within the state of Virginia are entitled to retail rates. All political advertising must be paid in advance, marked "Political Advertisement" at the top of the ad and include the name of the candidate or an officer of the committee or organization sponsoring the ad.
16. Local rates apply to advertising of schools in the state of Virginia for both retail and classified ads.
17. The Roanoke Times assumes no financial responsibility for typographical errors, formatting problems, or omissions of copy, except for any uncorrected errors that are clearly marked on the advertiser's returned proof, in which case the news-paper's liability shall not exceed the cost of the space occupied by error, and then only for the first insertion of the ad. The Newspaper shall not be liable for lost profits or any other loss or consequential damages of any nature whatsoever for failure to publish an advertisement, or for inadvertent publication of unscheduled advertising. In the event of either occurrence, the Newspaper will, if requested, refund up to the cost of the advertisement or rerun a corrected advertisement on an agreed date within thirty days of the failure to publish, provided the space or distribution does not exceed the cost of the original advertisement. In the event of an error or omission we will, if requested, furnish a letter of explanation which can be utilized by the advertiser, but we will assume no liability for any difference in the event goods are sold at the incorrect price.
18. The newspaper is not responsible for any materials placed in the custody of the newspaper for purposes of printing if the advertiser makes no effort to retrieve those materials within 60 days of printing.
19. The advertiser will indemnify and save harmless the Publisher against any and all claims and actions for libel, violation of right of privacy, plagiarism, copyright infringement, and any and all other claims in connection with advertising matter published pursuant to the terms and provisions of this Services, Products and Guidelines manual, including, without limitations, the expense and cost of defending any and all such actions.
20. All advertising is accepted subject to the approval of the Publisher. The Publisher shall have the right to revise or reject any advertisement in whole or in part, without notice. Only publication of the advertisement shall constitute acceptance of the advertisement.
21. Advertisements having the appearance of editorial features or news stories are acceptable with the approval of an advertising manager. The word "Advertisement" must be completely spelled out at the top of the ad and set as specified below:
 - Ads less than 1/3 page, minimum 8-point type
 - Ads 1/3 to 1/2 page, minimum 12-point type
 - Ads larger than 1/2 page, minimum 14-point type
 - The word "Advertisement" must appear twice at the top of full-page ads in minimum 14-point type. The advertisement must not use any of our news typefaces.
22. In the event that the advertiser fails to fulfill the requirements of the contract, advertisers will be short-rated to the level they do fulfill.