

# **GLEN ELLYN PARK DISTRICT**

## **Terms & Conditions of Advertising**

### **STATEMENT OF PURPOSE**

Advertising with the Glen Ellyn Park District positively promotes and financially supports the mission, vision, and values of the Glen Ellyn Park District.

### **FIRST COME, FIRST SERVED**

Advertising opportunities will be extended to any business, non-profit agency, governmental agency, organization, or individual that wishes to have a presence with the Glen Ellyn Park District on a first-come, first-served basis, provided that the proposed advertising otherwise conforms with the policies as stated herein. Opportunities are limited to space availability; however, it is at the discretion of the Glen Ellyn Park District to expand the number of advertisers accepted for a publication or platform. Advertising category exclusivity is not guaranteed or offered.

### **PAYMENT AND INVOICE TERMS**

Advertising will be invoiced within one week of receipt of the signed contract. All payments must be received no later than the first to occur of (a) thirty (30) business days after the billing date indicated on the invoice; or (b) by the advertising payment deadline for the scheduled publication. No ads will be published until full payment has been received.

Glen Ellyn Park District reserves the right to cease publishing any advertisement when payment for previous advertising is more than 60 days overdue. Overdue payments will incur a \$25.00 late fee. If invoices are outstanding for more than 90 days, a collection process will be initiated. Advertiser is responsible for all expenses incurred in connection with the collection of past due amounts payable, including attorney's fees and costs.

### **REFUND AND CANCELLATION POLICY**

Advertisements scheduled for insertion may be cancelled by the Advertiser if the Glen Ellyn Park District is notified in writing on or before the artwork deadline date of the scheduled publication. If a cancellation request is received by this date and payment has been made, a full refund will be issued. Cancellations received after the artwork deadline will be invoiced for the full advertising amount due. Refunds will not be issued for failure to submit artwork by the artwork deadline, failure to submit artwork in the correct format by the artwork deadline, or for cancellation requests received after the artwork deadline date of the scheduled publication.

**RATE PROTECTION:**

The Glen Ellyn Park District reserves the right to revise advertising rates. However, this will not affect existing signed and written agreements.

**POSITIONING:**

Positioning/placement/locations of ads is at the sole discretion of the Glen Ellyn Park District. Advertiser acknowledges that Glen Ellyn Park District has not made any guarantees with respect to usage, statistics, or levels of impressions for any advertising.

**ARTWORK REQUIREMENTS & SUBMISSION:**

Submit print-ready artwork to [marketing@gepark.org](mailto:marketing@gepark.org) with the following specifications as applicable:

- File types accepted for digital Playbook opportunities are Illustrator, .eps, .jpeg, .png, or a high-resolution PDF (with all fonts converted to outlines).
- File types accepted for TV or email opportunities are .png or .jpeg.
- Files saved as .doc, .xls, .ppt, or .pub will not be accepted.
- If ad artwork is received and is unusable due to format, design, quality or content, corrected artwork may be submitted prior to the deadline.

**REJECTION OF ADVERTISEMENTS, PERMISSIBLE ADVERTISERS & MESSAGE CONTENT:**

The Glen Ellyn Park District reserves the right to reject or cancel any advertisement at any time, for any reason (including but not limited to the District's belief that the advertisement conflicts with Glen Ellyn Park District policy or objectives, competes with Glen Ellyn Park District products, programs, or services, is false or misleading, may degrade the graphic quality of the Glen Ellyn Park District publication, or may subject the Glen Ellyn Park District to criminal or civil liability). The Park District will not accept political advertising of any kind.

Advertisements on Glen Ellyn Park District property are maintained as a nonpublic forum. Glen Ellyn Park District intends to preserve its rights and discretion to exercise full editorial control over the placement, content, appearance, and wording of Advertiser affiliations and messages.

Glen Ellyn Park District may make distinctions on the appropriateness of advertisers on the basis of the subject matter of a potential advertising message. Advertising from an organization that is engaged in any of the following activities, that has a mission of supporting any of the following subject matters, or that, in the sole discretion and judgment of the authorized representative of the Glen Ellyn Park District or Board of Park Commissioners, is deemed to be unsuitable for and contrary to community

standards or appropriateness for government publications, shall be prohibited on any Glen Ellyn Park District property or in District publications:

- Promotion of the sale or consumption of alcoholic or cereal malt beverages; however, restaurant or other food services establishments may be authorized when the commercial message or advertisement promotes only food services. Unless these establishments are related to a special event or District facility where alcoholic beverages are approved to consume.
- Promotion of the sale or consumption of tobacco products.
- Commentary, advocacy, or promotion of issues, candidates, campaigns, or organizations of a social, political, religious, or rhetorical nature.
- Depiction of any form of nudity or semi-nudity, profanity, obscenity, or lewdness, or characterizations which suggest, depict, or promote any such element or sexually oriented products, activities, or materials.
- Promotion in any form of illegal drugs, illegal drug use, or illegal drug materials, or characterizations which suggest or depict the promotion or glorification of any such products, activities, or materials.
- Promotion of the use or sale of firearms, explosives, or other weapons, or the depiction, suggestion, or glorification of violence or acts of a violent nature.
- Use of language or descriptive material which, taken in form and context, is deemed to be unsuitable for and contrary to community standards of appropriateness for governmental or family publications.
- Use of words, language, representations, or descriptive material of any kind having more than one meaning or connotation, one of which would otherwise be prohibited under this Policy.
- Inclusion of materials, depictions, promotions, or offerings that are prohibited by, or by their nature would violate, any postal restrictions or regulations or any federal, state, or local law, rule, or regulation.
- Promotion of services that directly compete with District programs or events.
- Promotion of messaging that paints the District in a negative light.

## **GENERAL CONDITIONS**

- Advertisers are solely responsible for obtaining necessary permission to use photographs, trademarks, trade names, copyrighted material, or any other legally protected property and shall hold the Glen Ellyn Park District harmless for any such use, including all consequences or damages resulting therefrom. All commercial messages or advertisements shall be accepted and published by the Glen Ellyn Park District upon the representation that the agency or Advertiser is authorized to publish the entire contents and subject matter

thereof. Advertiser agrees to indemnify and hold harmless the Glen Ellyn Park District, its elected and appointed officials, officers, agents, employees, and volunteers against all damages, costs, and expenses including, without limitation, attorney's fees resulting from any claim, action, or proceeding alleging that the commercial message or advertisement infringes on any copyright, violates any right of privacy or other personal or property right, constitutes libelous matter, plagiarism, unfair competition, unfair trade practice, infringement of trademarks, or other matter contrary to law, or contains any formula or instructions injurious to the user of an advertiser's product.

- Advertisers assume liability for all content (including text, photographs, representations, illustrations, sketches, maps, labels, trademarks, or other copyrighted matter) of advertising messages printed or placed and also assume responsibility for any claims arising therefrom made against the Glen Ellyn Park District.
- The Glen Ellyn Park District is not liable for delays in the publication of advertising messages in any event or for any reason, including acts of God, action by a governmental or quasi-governmental entity, lack of funds, fire, flood, insurrection, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of the Glen Ellyn Park District affecting publication or presentation of advertising in any manner.
- If an error or omission occurs in the publication or placement of any advertising message, the Glen Ellyn Park District's liability shall be limited to the amount of the reduction in the value of the advertising due to the error or omission, but in no event shall liability exceed the total cost payable for the advertising space.
- The words "a paid advertisement", or some like term, may be added to advertising messages