

TERMS AND CONDITIONS

1. **Agreement to Terms:** Submission of a signed insertion order for placement of an advertisement in *Preservation* constitutes the advertiser's acceptance and agreement to these Terms and Conditions. Provisions or conditions in an insertion order or other document that conflict with these Terms and Conditions are null and void. The magazine reserves the right to revise these Terms and Conditions at any time without prior notice. Terms and Conditions currently in effect will be available at www.SavingPlaces.org/advertise. The term "the magazine" means *Preservation* and the National Trust for Historic Preservation.
2. **Payments and Discounts:** Frequency discounts must be contracted in advance. Schedules not completed will be billed at the earned applicable rate. Discounts of 15% are available to recognized advertising agencies only. No agency discounts may be taken on production charges.
3. **Cancellation and Changes:** The magazine reserves the right to reject or cancel any advertisement or insertion 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 cancel orders for, or make changes to, advertisements after the issue closing date. 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.
4. **Limitation of Liability:** The magazine is not liable for any failure or delay in printing, publishing, or circulating any copies of *Preservation* caused by, or arising from, an act of God, accident, fire, strike, act of war, or other occurrence beyond the magazine's control. The magazine'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. The magazine 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 *Preservation* 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 the magazine 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. The magazine's acceptance of an advertisement for publication in *Preservation* 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 *Preservation* or the National Trust for Historic Preservation without prior written permission from the magazine, or pursuant to an existing separate written agreement.
 - d. The magazine reserves the right to include the word "advertisement" or the phrase "special advertising section" or other similar wording on any advertisements that, in the magazine's sole opinion, resemble editorial matter.
 - e. This agreement shall be governed by and construed in accordance with the laws of the District of Columbia without regard to its conflicts of laws provisions. Venue for any civil action or proceeding arising out of or related to this agreement shall be in the courts of the District of Columbia.
6. **Advertising Policy:** All advertising is subject to the magazine's approval in its sole discretion. The magazine is not responsible for errors in type set by *Preservation* including response codes, or for omission of an advertisement. In the event of an omission, the magazine will insert the omitted advertisement in a subsequent issue 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 the magazine or the National Trust. Rates are subject to change without notice.
7. **Circulation:** *Preservation* is a member of the Alliance for Audited Media. Rate bases are guaranteed to the six-month average published by the Alliance for Audited Media. Rate Base for 2015: 159,000.
8. **Ad Material Requirements:**

Preferred Format—High Resolution PDFx1a with all fonts and art embedded. Ads must be set up for 4/C process printing and saved out as a PDFx1a file. All images must be set to CMYK and at a high resolution (300 dpi for CMYK and grayscale images and 600 DPI for line art). Images should be placed at 100% to ensure better reproduction. RGB files are not acceptable. Crop and trim marks must be offset by 1/8" so that they do not extend into bleed or live area. Spreads must be submitted as two separate pages.

Proofs—A high-end digital color proof is recommended to ensure critical color matching on 4/C ads. Any furnished color proof must meet SWOP standards for a color-managed and maintained calibrated proofing system and must be printed from the supplied file. The advertiser will assume all responsibility for any variances from SWOP and ensuring that all content is correct and in place.

Acceptance—Advertisers submitting materials that do not meet our mechanical requirements will not be accepted.
9. **Submitting Ads:**

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