

4041 Iron Works
Parkway

Lexington, KY
40511

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advertising
@ponyclub.org

www.PonyClub.org

Advertiser/Agency Responsibilities

- All advertising content must comply with U.S. Postal regulations, federal and state laws, and all other applicable rules and regulations.
- All photographs used in advertising must meet Pony Club Safety requirements.
- Materials will be furnished in compliance with the rate card specifications. Any changes required to make furnished materials meet specifications will be billed to the advertiser/agency.
- Special ad layouts are subject to the approval of the Editor.

Pony Club Responsibilities

- Pony Club's liability for errors, delays or omissions, for which it may be held legally responsible, shall not exceed the cost of ad space paid for and occupied by the error. In no event shall Pony Club be liable for any loss of income, profit or any consequential damages of any nature.
- Pony Club is not responsible for furnished inserts. Advertiser/agency shall be responsible for additional charges incurred from advertiser's/agency's failure to deliver furnished inserts as specified. If Pony Club is unable to publish the furnished inserts as a result of specification failures, advertiser/agency is liable for the space cost of the inserts.

Rights of Pony Club

- All advertising is subject to Editor's approval and Pony Club reserves the right to reject or cancel advertising for any reason at any time.
- Insertions are accepted subject with the understanding that occurrences of any nature beyond Pony Club's control may prevent or delay full or partial production, publication or distribution.
- Special instructions including positioning, facing editorial adjacencies or other stipulations are at the sole discretion of the Editor.

Terms and Provisions

- Pony Club is not bound by any conditions, printed or otherwise, appearing on contracts, insertions orders or copy instructions which conflict with its rate card or policies of the organization.
- Accepted advertising orders are subject to rates, terms and conditions of Pony Club's current rate card.
- The advertiser and its agency, if there is one, shall be jointly and severally liable to Pony Club for all costs of collection of overdue accounts, including but not limited to, reasonable attorney's fees.
- The advertiser and its agency, if there is one, each represent in the insertion order that they are fully authorized and licensed to use:
 1. Any copyrighted and/or trademarked material.
 2. All the names, portraits and/or pictures of persons shown in the advertisement.
 3. Any testimonial contained in any advertisement submitted by or on behalf of the advertiser and published.
- The advertiser and/or its agency represent that nothing in any furnished advertisement is libelous or invades the privacy of any person, firm or corporation. The furnished advertisement also does not contain any material which is in violation of any anti-discrimination laws.
- The advertiser and/or its agency each agree to indemnify and save harmless Pony Club from any claim and all loss, liability, damages and expenses of any nature, including attorney's fees, arising out of the copying, printing or publishing of each advertisement.