

Terms and Conditions

1. CORRECTIONS TODAY advertisers are required to pay a 50% non-refundable deposit of total contract amount upon contract signing with the remaining balance to be paid within 30 days of publication of advertisement unless agreed to in writing by both parties. Billing is deemed correct unless advertisers make a written objection within 30 days of date of publication. All accounts not paid within 30 days of the date of invoice are subject to a finance charge of 1.5% per month.
2. CORRECTIONS TODAY reserved the right to review and reject any advertising.
3. CORRECTIONS TODAY does not guarantee any level of circulation or readership for an advertisement.
4. The advertiser and/or its agent, represent and warrant that the advertisement is fair and accurate, based upon adequate substantiation, and not-deceptive; that it does not infringe upon any copyright, trademark, service mark, or any other intellectual property right; that it does not violate any right of privacy or contain any libelous material; and it does not constitute or contain any unlawful commercial or other misappropriation of the name or likeness of any person or entity. Advertisers and their agents assume all liability for the content of their advertisements as submitted. The advertiser and advertising agency shall pay for the defense of and indemnify CORRECTIONS TODAY and the American Correctional Association against any and all claims arising out of or in any manner related to the publication of such advertising.
5. All advertising copy that might be mistaken as an article, commentary, or their non-advertising material must be clearly marked "advertisement.:" ACA reserves the right, within its sole discretion, to mark any copy as "advertisement."
6. Should CORRECTIONS TODAY publish advertising in a form, which it reasonably determines to be materially other than as submitted and/or approved by the advertiser or advertising agency, or should advertising not appear as scheduled, CORRECTIONS TODAY shall, at the option of the advertiser or advertising agency, either (a) void the invoice or fend the amount paid for the materially incorrect or missing advertisement, or (b) publish the advertisement in its correct form in the next available or appropriate issue. Neither CORRECTIONS TODAY nor the American Correctional Association shall be liable to the advertiser or the advertising agency for any further damages of any kind, including without limitation, direct, indirect, consequential or punitive damages, in the event that advertising is either published materially other than as submitted or approved or not run as scheduled.
7. Additional charges for changes from original layout and copy, as requested by the advertiser or to meet mechanical requirements of the publication, will be levied based on current composition rates. All mechanical, production and conversion costs are chargeable and non-commissionable.
8. Cancellations, changes, or corrections must conform to published deadlines and will not be accepted unless presented in writing and signed by the advertiser/advertising agency and ACA. No cancellation of contracted space will be deemed valid unless received in writing by the publisher at least 30 days prior to the space closing date for each issue. Failure to comply with this condition will result in the advertiser being billed accordingly. The publisher will, at its discretion, either repeat the latest advertisement or publish nothing.
9. CORRECTIONS TODAY does not assume any liability for the return of printing material in connection with advertising unless a specific written request is received to hold such materials subject to order for a period not exceeding 60 days.
10. All information contained within the current rate card is part of the legally binding terms of this contract. No conditions printed or otherwise, appearing on the space order, billing instructions, or copy instructions, which conflict with the publisher's stated policies, will be binding on the publisher.
11. No contract is valid unless it is signed (a) by the American Correctional Association's authorized agent on behalf of CORRECTIONS TODAY, and (b) by the advertiser and/or the advertising agency.
12. Any combination of ads of various sizes placed in CORRECTIONS TODAY during a 12-month period may earn frequency discounts. Advertising will be billed at the one-time rate until other frequency is earned or unless a written contract is established with the publisher. If a contract is canceled before the specified frequency is fulfilled, the advertiser will be short-rated for previous insertions in effect at the time of cancellation.
13. All special positions and prime space will be contracted for six issues at the rates listed on the CORRECTIONS TODAY rate card. These contracts are non-cancelable.
14. CORRECTIONS TODAY accepts the advertising solely upon the condition that both the advertising agency and its client, the advertiser, are responsible for all obligations due to the publisher (including all expenses incurred by the publisher at the request of the agency or the advertiser). The signatures of the authorized representatives of the advertising agency and the advertiser on this contract signify that those parties affirmatively agree to their joint and several obligations hereunder. The advertiser is liable hereunder even if this contract is signed only by representatives of the advertising agency and the American Correctional Association, but not by the advertiser. The signature of only the authorized representative of the agency on this agreement constitutes a representation and warranty that he/she has explained the foregoing to his/her client, the advertiser, and that the advertiser has authorized the agency to enter into this agreement on the advertiser's behalf. The publisher's policy is to bill the agency for media placement. If, for any reason, the agency fails to pay the publisher's statement when presented, the publisher will immediately seek and be entitled to receive payment of all amounts due from the advertiser.
15. Only bona fide advertising agencies are entitled to receive commissions. Payment of commissions to in-house agencies remains within the sole discretion of ACA. Factors which may be considered in determining whether an in-house agency qualified for a commission include, but are not limited to, whether the agency performs the usual functions of a full-service advertising agency, whether the agency relies upon advertising commission revenue as its primary source of income, and whether the agency is a separate legal entity from the advertiser. In-house agencies will be considered for commissions only if they are designated, in writing, to the publisher in advance of the insertion. Any billing direct to the advertiser will be for the gross amount due.
16. Agency commission applied only if the account is paid in full within 30 days of the date of invoice. Commissions will be withdrawn on accounts not paid within 30 days. No advertiser or agency with invoices more than 30 days outstanding will be permitted to place advertising in CORRECTIONS TODAY until outstanding payments are made. All advertisers or agencies with histories of delinquent accounts with the American Correctional Association will be required to pay in advance until the Association determines otherwise.