## Tyler Paper Tyler Morning Telegraph

## **General Policies**

All advertising submitted for publication in the Tyler Morning Telegraph is subject to the following General Policies in addition to any policies set forth by individual advertising departments in connection with individual agreements with advertisers. These conditions shall be cumulative of any specific agreement and may not be waived or modified by any person other than the president or the vp/advertising, of the Tyler Morning Telegraph. Any such waiver or modification must be in writing and signed by one of the aforementioned persons. The submission of any material for publication as advertising in the Tyler Morning Telegraph shall constitute an agreement by the person, company or entity submitting such advertising material to all of the terms set forth herein. All advertising must conform to local, state and federal laws. Unless Publisher otherwise specifically agrees, in writing, all General Policies are subject to change from time to time without notice, and the Publisher shall determine, in its sole discretion, all questions of interpretation and implementation of General Policies.

**ACCEPTANCE:** The Tyler Morning Telegraph (hereinafter "the Publisher") reserves the right to revise, reject or cancel any advertising, including internet advertising, for any reason, or no reason at all, at any time. It is the policy of the Publisher to not give reasons for, or any explanation of, a rejection. The advertising columns of the Publisher are an integral part of the total publication and the Publisher shall exercise complete control over those columns. All orders are subject to Publisher's acceptance at Tyler, Texas. All advertisements are accepted and published by the Publisher upon the representation that the advertiser and/or advertising agency are authorized to publish the entire contents and subject matter thereof. Advertiser and the advertising agency warrant that the advertiser owns all rights in and to the copyrights, and that the advertisement does not invade the privacy of or libel any person. When advertisements containing the names, pictures, and/or testimonials of persons are submitted for publication, the order or request for the publication thereof shall be deemed to be a representation by the advertiser and/or advertising agency that they have obtained the written consent for the use in the advertisement of the name, picture and/ or testimonial of any such person or the consent of his administrator, executor, heirs, or assigns. In consideration of the Publisher's acceptance of any advertisements for publication, the advertising agency and advertiser shall, jointly and severally, indemnify and save the Publisher harmless from any loss or expense, including without limitation reasonable attorney's fees, resulting from claims or suits based upon the contents or subject matter of such advertisements, including without limitation claims or suits for libel, violation of right of privacy, plagiarism, and copyright infringement. The term "advertising agency" as used in this Rate Card refers to any individual or group of individuals who make the media selection, handle the order, coordinate and process the space placed with the Publisher under the terms of this Rate Card, furnish and prepay transportation and import charges on all printing materials submitted, and process prompt payment. The publisher will not accept the advertising of alcoholic beverages, except for the advertising of beer and wine, and the Publisher will not accept brokered space advertising.

## **RETAIL ADVERTISING DEADLINES**

Publication Day/Issue	Copy Deadline
Monday	Thursday, 5 p.m.
Tuesday	Friday, 5 p.m.
Wednesday	Monday, 5 p.m.
Thursday	Tuesday, 5 p.m.
Friday Spotlight	Tuesday, 11 a.m.
Friday	Wednesday, 5 p.m.
Saturday Religion	Wednesday, 11 a.m.
Saturday	Thursday, 5 p.m.
Saturday TV Showcase	Tuesday, 3 p.m.
Sunday - Discover	Tuesday, 5 p.m.
Sunday – Business Sections	Wednesday, 5 p.m.
Sunday – Main News & Sports Sections	Thursday, 5 p.m.

## **CLASSIFIED ADVERTISING DEADLINES**

Publication Day/Issue	Copy Deadline
Monday	Thursday, 5 p.m.
Tuesday	Friday, 5 p.m.
Wednesday	Monday, 5 p.m.
Thursday	Tuesday, 5 p.m.
Friday	Wednesday, 5 p.m.
Saturday	Thursday, 5 p.m.
Sunday	Thursday, 5 p.m.

**WAIVERS BY ADVERTISER:** It is specifically understood and agreed that Publisher disclaims and advertiser waives any and all express and implied warranties. This waiver by advertiser is a condition for the acceptance of any advertising by the Publisher.

**LIMITED LIABILITY:** The Publisher shall not be liable for failure to publish or distribute all or any part of any issue because of labor disputes, accidents, fires, acts of God or any other circumstances beyond the Publisher's control.