

**CONTRACT PARTIES.** This contract is between The Homeschooler Magazine (publisher of The Utah Homeschooler, herein known as THM) of Nibley, UT and the company or party who has contracted for advertising services. Purchasing ad space in The Utah Homeschooler magazine constitutes agreeing to these terms and conditions.

**TERMS AND CONDITIONS.** Advertising rates and conditions are subject to applicable terms, conditions, and policies. Terms, conditions, and policies are subject to change without notice.

**PAYMENT.** THM primarily sends out invoices and accepts payment via PayPal. Other forms of payment can be arranged by emailing [ads@TheUtahHomeschooler.com](mailto:ads@TheUtahHomeschooler.com). If THM incurs any fees because an advertiser's payment fails, said fees will be passed on to the advertiser, who must pay them in full before their ad may be published.

**PREPAYMENT.** Prepayment is required. Ads will not be published unless THM receives payment in full before the relevant Ad due date.

For the 2024-2025 school year, those dates are as follows:

For the August 2024 Issue: July 10, 2024

For the October 2024 Issue: September 4, 2024

For the January 2025 Issue: November 6, 2024

For the March 2025 Issue: January 29, 2025

For the May 2025 Issue: April 2, 2025

**AD PLACEMENT.** Ad placement will be determined by The Utah Homeschooler. All Ads will be placed in the resource directory in the category that best matches the product(s) advertised. Ads will be automatically listed in the directory in the same section. An ad can have multiple index listings if the ad content reflects all the index topics. If you would like multiple index listings, let us know at the time your artwork is submitted.

**DIGITAL LINKS.** The digital version of the magazine will contain direct links from each Ad to the advertiser's chosen website. Please submit the desired URL with your ad artwork.

**REFUNDS.** All advertising sales are made on a "no refunds, no returns" basis. No refunds will be issued on canceled Ads and/or terminated advertising contracts, even if the contract is terminated or canceled by the advertiser before all Ads are published, regardless of the reason.

**RIGHT TO REJECT.** THM is under no obligation to accept

any Ad or advertiser and retains the sole discretionary right to reject any Ad or advertiser with or without cause and regardless of any preexisting contract for advertising space. If there is a reason for us to reject your ad, we will contact you and work with you to fix it so it can be published.

**RIGHT TO MODIFY.** THM reserves the right to make minor sizing adjustments if Ads do not meet the exact sizing specifications and to convert from RGB to CMYK colors if needed. If an Ad needs significant modifications, we will contact you to have you make those changes. If you choose not to fix the Ad or if we do not receive a reply, and our graphic artist will make the necessary changes and bill you at \$50 per hour, with a minimum charge of \$25.

**AD CONTENT.** All Ad content is the responsibility of the purchasing party. THM assumes no liability or responsibility for errors or omissions from your ad (although we will certainly let you know if we find any, so you can fix them).

**READERSHIP.** THM does not guarantee readership. We are completely transparent with our subscriber data (see [www.TheUtahHomeschooler.com/advertising](http://www.TheUtahHomeschooler.com/advertising)), but cannot guarantee ad views or results.

**PUBLICATION DATE.** Due to the many variables outside our control, THM does not guarantee exact date of publication for each issue.

**WARRANTY.** All artwork, text, and other components of your Ad must be the legal property of the submitting advertiser or used with written permission from the copyright holder.

**WAIVER OF LIABILITY.** Submission of Ad content for potential publication constitutes the advertiser's waiver, release of liability, and agreement to indemnify THM from any and all liability relating to (a) the advertiser's Ads and Ad Content, (b) contacts, communications, contracts, and other relationships between the advertiser and any third party, including without limitation liability for or arising out of goods, services, terms, conditions, warranties, and representations made by or connected with the advertiser, Ad, Ad Content, and the actions of third parties or (c) failure to publish Ad(s) due to the advertiser's refusal to make requested modifications or other circumstances beyond THM's control, including without limitation website inoperability, delivery failures, printer errors, and Acts of God.

*These terms and conditions are current as of June 2024.*