**Advertising & Mailing Policy**

Date Established: June 1998

Amended: 2015; 2020

1. HTA reserves the right to change policy conditions given in this document at any time without notice.
2. Contracts, Orders or Copy Instructions containing conditions that conflict with HTA’s policies will not be considered binding on HTA.
3. All advertising orders are subject to the Hoof Trimmers Association Inc. Editorial Committee’s acceptance. Verbal or written confirmation of receipt of an order from any person(s) of the Association other than the Executive Director on behalf of the Committee does not constitute acceptance.

The Committee reserves the right to reject, cancel or omit prior to publication date, any advertisement that is considered to be objectionable in wording or appearance, misleading or not in the public interest, notwithstanding receipt by advertiser of HTA’s invoice and order acknowledgment.
4. Payments for advertising insertions are due and payable upon receipt of invoice from the HTA or with insertion order provided to HTA. Payments and insertion orders must reach the HTA on or before the published newsletter deadline. HTA reserves the right not to fulfill any order not submitted by the published deadline.
5. HTA reserves the right to hold advertiser and/or its advertising agency jointly and severally liable for such monies as are due and payable to HTA for advertising.
6. Orders containing incorrect rates will be regarded as clerical errors and HTA will bill the advertiser for advertising rates in force at the time.
7. Any tax hereafter applicable to advertising will be added to the prevailing rates.
8. Advertiser and advertising agency recognize and accept that the following language appears within the publication: “The Hoof Trimmers Association, Inc. reserves the right to refuse to publish any advertising or article that it deems not in the public interest. Articles, statements (including product claims) and opinions published are those of the person or organization making the statement or claim as its own, and may not necessarily be those of the Hoof Trimmers Association, Inc. The Association will take it as a favor to be notified promptly whenever any advertiser’s dealings with members or subscribers are not in good faith or demonstrate a lack of business honor. Contact the Executive Director for the complaint procedure.”

“Reproduction or transmission in any form or by any means, in whole or part, of the editorial or advertising content or illustrations is expressly forbidden without the written consent of the Hoof Trimmers Association, Inc.”
9. Each advertisement is accepted with the understanding that the advertiser
and/or advertising agency are authorized to publish its entire contents, represent
it to be suitable for mailing and to comply with Second Class Postal Regulations and agrees to indemnify HTA against any loss or expense resulting from claims arising out of its publication..
10. HTA assumes no responsibility for improper use of coupons forming part of an advertisement.
11. Advertiser and advertising agency accept and assume liability for all content, including text, representation, illustrations, opinions and facts, of advertisements printed, and also assume responsibility for any claims made against the HTA arising from or related to such advertisements. In the event that legal action or a claim is made against the HTA arising from or related to such advertisements, advertiser and advertising agency agree to fully defend, indemnify and hold harmless the HTA and to pay any judgment, expenses and legal fees incurred by the HTA as a result of said legal action or claim.
12. The HTA will place the word “Advertisement” above or below any copy that in the HTA’s opinion resembles editorial matter.
13. Positioning is not guaranteed, but HTA will accommodate requests whenever possible.
14. HTA assumes no responsibility if for any reason it become necessary to omit an advertisement. Failure by HTA to insert in any particular issue or issues invalidates the order for insertion in the missed issue, but shall not constitute a breach of contract.
15. HTA makes every reasonable effort to meet the scheduled issuance dates, but shall not be held responsible for delays affecting production, delivery and/or non-delivery in any manner due to cause(s) beyond HTA’s control.
16. The mailing list will not be released to any persons nor organizations. To send a direct mail piece, a charge above cost will be placed and the advertisement, announcement or event must be approved by the board.

**Procedure To File A Complaint Against An Advertiser**

Any Hoof Trimmers Association, Inc. member or newsletter subscriber may file a complaint against an advertiser for misconduct prejudicial to the best interests of the Association. The complaint must be made in writing, with the complainant’s signature, address and telephone number, and filed with the Executive Director. The Executive Director shall promptly send a copy of the complaint via electronic mail or by registered mail to the Association’s Editorial Committee and to the advertiser.

The advertiser shall have the opportunity to respond in writing within six weeks of receipt of the complaint. The Committee may then by a majority vote of those present determine the appropriate action for the situation ranging from dismissing the complaint up to and including suspension of the advertiser from advertising privileges indefinitely if its advertising no longer meets the Association’s standards as set forth in the Advertising and Mailing Policy. Immediately after the Committee reaches a decision, the Executive Director shall notify in writing each of the parties and the Association’s Executive Board of the Committee’s decision. The advertiser has the right to request reconsideration and relief of penalty in the future.The Committee reserves the right to hear testimony and see evidence to support the request and reinstate advertising privileges.