



# Contract Conditions

1. All advertisers are subject to acceptance by the Publisher at the main office of the Catholic Diocese of St. Augustine, 11625 Old St. Augustine Road, Jacksonville, FL 32258-2060.
2. This contract is with the named organization/firm (Advertiser) and change of ownership or management will not dissolve contract obligations.
3. Failure to acknowledge or return proof will not alter contract payment terms or obligations.
4. All balances that are invoiced are due and payable immediately upon receipt. Advertiser and agent (if any) each agree to be jointly and severally responsible for full payment thereof. In any action brought upon this Agreement, venue shall be in Jacksonville, Florida, and advertiser and agent expressly waive any objections to venue or personal jurisdiction therein. In any such action, the prevailing party shall be entitled to award of reasonable attorney's fees in addition to any other relief granted.
5. A \$40 service charge will apply to all returned checks.
6. In the event that payment is not made by Advertiser, in accordance with conditions of this contract, Advertiser agrees to pay for reasonable attorneys fees and costs incurred by Publisher to obtain collection.
7. Advertising must be inserted within the contracted period to earn frequency discount rates. An advertiser who does not complete a committed schedule will be subject to the short rate.
8. All advertising rates published are net to the advertiser. No agency discounts apply. All ads are to be submitted as camera-ready artwork according to mechanical specifications. Production charges at an hourly rate will be applied in creating or manipulating any advertisement that does not meet mechanical specifications.
9. Publisher shall not be bound by any promises or agreements not contained herein, nor shall any such relieve advertiser or agent of their obligations hereunder.
10. The Publisher reserves the right to reject any advertisement submitted that does not conform to the standards of the magazine and which is contrary to the teachings of the Catholic Church. This includes all political, alcohol, tobacco advertisements or any advertisements for any reason, which is within the sole discretion of the Publisher.
11. Acceptance of all advertisements is in agreement by the advertiser and/or its advertising to indemnify, protect and hold harmless the Catholic Diocese of Saint Augustine and its agents or staff members from loss or expense, including its attorneys fees and on claims or suits based upon contents of the subject matter of such an ad. This includes suits for libel, plagiarism, copyright infringement and unauthorized use of a person's name, photograph or likeness.
12. The delivery of this publication is guaranteed by the Publisher. Publisher does not guarantee publication date. In the event the Publisher makes an error in the reproduction of an advertisement, the Publisher reserves the right to rerun a corrected advertisement in a subsequent issue at a discounted rate to the Advertiser. Publisher's liability for error shall not exceed the cost of the advertising space; Publisher must be notified of any error, in writing, within 10 days of invoice date.
13. Orders may be cancelled if written notice is received within 72 hours of date of contract.
14. In no event shall Publisher's liability to advertiser for all claims of any kind for loss or damage arising out of or resulting from any error or omission exceed the total of charges payable for the advertising.
15. If the advertiser continues to advertise after the expiration of this contract and the *St. Augustine Catholic* continues to accept and insert such advertising, then this contract shall be construed as renewed by mutual consent for a similar period. Either party may cancel this contract upon 30 days written notice prior to publication date.

### **Policy Regarding Acceptance of Certain Advertising in Diocesan Publications**

The Diocese of St. Augustine reserves the right, in its sole discretion, to accept or reject any and all advertising in its publications, be they print or electronic or any other form of media. The following provisions apply more particularly to the types of advertising indicated.

**A. Cruises and Pilgrimages.** The acceptance of paid advertisements for cruises and pilgrimages will be considered for diocesan publications from the following categories:

1. Commercial cruises. Paid advertisements for commercial cruises of any kind being promoted by travel agencies or organizations, whether in the diocese or outside of the diocese, will be accepted on a space-available basis in the sole discretion of the Diocesan Director of Communications. A legal disclaimer is required and will be affixed in an appropriate place by the Director of Communications.
2. Pilgrimages organized within the diocese. Advertisements for pilgrimages organized by the diocese itself, or any parish or officially recognized diocesan entity, or by a member of the clergy of, or serving in the diocese, will be considered on a space-available basis. Such advertising will be [at the regular ad rates] [at a \_\_\_% discount from regular ad rates] [gratis if space is determined to be available]. The availability of space will be within the sole discretion of the Director of Communications, and when available, on a “first come first served” basis. A legal disclaimer is required to be integrated into the proposed advertisement itself.
3. Pilgrimages organized outside of the diocese or by any commercial entity. Same as commercial cruises.

**B. Legal Profession.** Paid advertisement from attorneys, law firms or legal organizations will be considered from the following categories:

1. Law firms. Paid advertisements may be accepted from any law firm, a partner of which is a current member of the Diocese of St. Augustine’s Catholic Lawyers Guild, or which is currently representing, or has, within the past three years, represented the diocese in a satisfactory manner in any legal matter. Advertisements will not be accepted from any firm which provides substantial amounts of representational services to clients which take public positions, or advocate for positions which are contrary to Church teachings or which might be detrimental to the interests of the Church. It is for the Bishop or his delegate to judge these matters in his sole discretion.
2. Individual attorneys. Paid advertisements may be accepted from any attorney who is a current member of the Diocese of St. Augustine’s Catholic Lawyers Guild, or who is currently representing, or has, within the past three years, represented the diocese in a satisfactory manner in any legal matter. Advertisements will not be accepted from any attorney who provides substantial amounts of representational services to clients which take public positions, or advocate for positions which are contrary to Church teachings or which might be detrimental to the interests of the Church. It is for the Bishop or his delegate to judge these matters in his sole discretion.

3. Legal organizations. Paid advertisements may be accepted from the Catholic Lawyers Guild of the Diocese of St. Augustine, or any other *bona fide* legal organization. However, no advertisements will be accepted from any organization which takes public positions, or advocates for positions which are contrary to Church teachings or which might be detrimental to the interests of the Church. It is for the Bishop or his delegate to judge these matters in his sole discretion.

Advertisements from law firms, attorneys or legal organizations not in one of the above categories will not be considered.

### **C. Medical Doctors, Healthcare Professionals, Practices, Clinics, Hospitals and Medical Centers.**

1. Medical practices and clinics. Paid advertisements may be accepted from any group medical practice or clinic of which one partner is a practicing Catholic and parishioner at a parish of the Diocese of St. Augustine. Advertisements will not be accepted from any medical practice or clinic which publically supports positions which are contrary to Church teachings, or which provides medical services or treatments which are contrary to Church teachings. Nor will advertisements be accepted from any group medical practice or clinic which might, for any reason, be detrimental to the interests of the Church. It is for the Bishop or his delegate to judge these matters in his sole discretion. The term “medical practices and clinics” includes, for purposes of this policy, any hospice, nursing home or assisted living facility.

2. Individual medical doctors and other healthcare professionals. Paid advertisements may be accepted from any medical doctor or other healthcare professional who is a practicing Catholic and parishioner at a parish of the Diocese of St. Augustine. Advertisements will not be accepted from any medical doctor or other healthcare professional who publically supports positions which are contrary to Church teachings, or who provides medical services or treatments which are contrary to Church teachings. Nor will advertisements be accepted from any medical doctor or other healthcare professional which might, for any reason, be detrimental to the interests of the Church. It is for the Bishop or his delegate to judge these matters in his sole discretion.

3. Hospitals and medical centers. Paid advertisements may be accepted from St. Vincent’s HealthCare and any of its subordinate or affiliated entities. Paid advertisements may also be accepted from any other Catholic healthcare association or entity if so approved by the Bishop or his delegate. Paid advertisements may be considered from any non-Catholic or secular hospitals, medical centers or healthcare associations provided that they do not publically support positions which are contrary to Church teachings, or provide medical services or treatments which are contrary to Church teachings. Advertisements will not be accepted from any hospitals or medical centers which might, for any reason, be detrimental to the interests of the Church. It is for the Bishop or his delegate to judge these matters in his sole discretion.

Advertisements from medical professionals or entities not in one of the above categories will not be considered.

Approved by the Bishop Felipe Estévez on January 1, 2014.