

## Texas REALTORS® Advertising Policy

This policy applies to all Texas REALTORS® publications, emails, websites, and other media and events in which advertisements appear.

- Texas REALTORS® reserves the right to reject or cancel any advertisement at any time for any reason.
- Texas REALTORS® will not accept ads it deems to be misleading, unethical, vulgar, or in poor taste.
- Texas REALTORS® will not accept ads that include statements or other content contrary to the association's public policy positions.
- Advertisements for real estate brokerages, real estate brokers, and real estate agents are not allowed on texasrealestate.com.
- Any advertisement that does not clearly identify the advertiser or that looks similar to magazine editorial content must display the word "Advertisement" in 10-point type or larger at the top of the advertisement.
- Any advertiser that submits an advertisement that contains logos, artwork, or other types of intellectual property owned by an entity other than the advertiser must furnish written proof that the advertiser has permission to use the intellectual property in that advertisement.

- Advertisers and advertising agencies shall assume liability for all content (including text, representation, and illustration) of advertisements printed, placed in electronic media, or made available by other means, and shall also assume responsibility for any claims arising therefrom made against the publisher.
- Texas REALTORS® will not be liable for any failure to print, publish, or circulate all or any portion of any issue, email, website, or other medium in which an advertisement accepted by the publisher is contained if such failure is due to acts of God, acts of government or government instrumentality (whether federal, state, or local), strikes, accidents, work stoppages, fire, or any other circumstances beyond the control of the publisher.
- In the event of cancellation, the advertiser or agency agrees to repay any discounts granted for multiple insertions less any discount applicable for the number of insertions completed on the contract. All cancellations must be received in writing six weeks prior to the month of publication. Premium positions are non-cancelable and will be invoiced in full. All other canceled contracts are subject to short rates.
- The Advertiser and Agency, jointly and severally, are liable for payment for all published advertisements. First-time advertisers are required to either prepay their ads by the scheduled space closing date or where invoicing is allowed, place current credit card information on file to be billed in the event that a billed amount is 90 days past due on published advertising. If invoiced, all monthly accounts are due NET 30 and payable to Mohanna Sales Representatives as agent to the Publisher. Payments are considered past due if payment is not received within 30 days of invoice date. Email notification will be made to the advertiser or agency at 60 days past due. Mohanna Sales Representatives will notify the advertiser and or agency at 90 days that communication of payment is required within 5 business days or Mohanna Sales Representatives reserves the right to charge the client's credit card on file immediately after the 5-day period. No agency discount will be allowed on any advertising invoices 90 days past due. If an account is 90 days past due, all advertising will be discontinued until the account is brought current. All accounts 120 days past due will be sent to collections. If Mohanna Sales Representatives as agent to the Publisher is not paid in full for advertisement as due, Advertiser and/or Agency agree to pay an additional 1.5 percent per month as a service charge on the unpaid balance, until paid, and all costs of collection incurred by Mohanna Sales Representatives, including attorney's fees and costs. Mohanna Sales Representatives will not accept terms of sequential liability.