

2021 IPMI Marketing & Media Kit Terms and Conditions of Purchase, Placement, and Fulfillment

Updated November 18, 2020

Table of Contents

Table of Contents	2
Parking & Mobility Digital & Print Advertising	3
E-Newsletter Digital Advertising.....	6
IPMI Website Advertising at Parking-mobility.org	8
All Other Sponsorships, Postings, and Opportunities	10
Advertiser’s/Sponsor’s Agreement	12

Parking & Mobility Digital & Print Advertising

All terms and conditions are as stated below unless otherwise stated in your company's advertising contract.

1. **DIGITAL PLATFORM:** All advertising in *Parking & Mobility* magazine issues in 2021 is digital only through the digital magazine platform of publisher's choice, with the exception of a single print bonus issue in April 2021. The publisher reserves the right to change or alter the digital platform at any time. Publisher does not guarantee a specific circulation or readership for an advertisement; publisher does not guarantee a specific number of impressions or click throughs.
2. **BONUS PRINT DISTRIBUTION:** The April 2021 print issue distribution will be mailed (at a minimum) to all IPMI current members as of March 15, 2021. Publisher reserves the right to send hard-copy issues to prospects and other contacts at its discretion. April 2021 placement is offered at a premium; publisher reserves the right to limit the number of advertisers in all issues. Premium for this issue includes digital publication. Publisher commits to distribute the print issue at any in-person conference or summit hosted by IPMI through December 31, 2021 to all in-person event attendees. Every effort will be made to publish the April 2021 issue per the schedule in the *2021 Marketing & Media Kit*, however, the publisher reserves the right to hold mailing of printed issue subject to continuing COVID-19 pandemic response by both the publisher and any prevailing legislation and/or best practices.
3. **INVOICES & PAYMENT:** Invoices for monthly advertising will be issued on the first of the month of the issue's publication, i.e. January 1, 2021 for the January issue (or on the next business day if the date falls on a federal holiday). Payment in full is due within 30 days of invoice. A 5% service charge will be added to invoices owed over 30 days. Pre-payment and accompanying discounts on advertising for multiple placements or packages is at the discretion of the publisher; individual contracts for pre-payment will be coordinated with IPMI and advertiser. Failure to pre-pay according to contracted dates will invalidate all offered discounts and rates will revert to the per issue rates; monthly terms as described above will then prevail.
4. **ADVERTORIAL ADVERTISING:** Advertorial Advertising will be limited to two placements per issue (total), and two placements per advertiser per year, subject to change at publisher's discretion. April 2021 placement (bonus print issue) issue will be at a 15% premium on published rate. Publisher reserves the right to approve and/or reject advertorial content.
5. **CONSULTANTS' DIRECTORY:** Consultant Card advertising will be billed quarterly in lump sum amounts. Invoices will be issued on the first of the month of the issue's publication, i.e. January 1, 2021 for the January issue (or on the next business day if the date falls on a federal holiday). To receive six and 12-month insertion discounts, payment in full is due within 30 days of invoice from first placement. A 5% service charge will be added to invoices owed over 30 days.

6. RICH MEDIA CONTENT: Upgrades to advertising must be purchased per placement and specified in advertising contract. Publisher requires desired link to the URL (website, YouTube, etc.); link must be received with camera-ready artwork per the contract. Upgrades for click to play video content are limited to advertisements at half page and larger sizes, including full half page, full page, two page spreads and one and two page advertorials. Consultant card advertisements may also include upgrades to click to play video content. Upgrades for autoplay video content are limited to advertisements at full page and larger sizes, including full half page, full page, two page spreads and one and two page advertorials; limited to three per issue.
7. ELIGIBILITY AND ACCESS TO DIGITAL STATISTICS: Advertisers are entitled to monthly statistics for digital issues (number of readers and average read time for the issue). Full page, two-page spread, and advertorial (one or two-page) advertisers are entitled to receive additional statistics (time spent directly on your advertisement); this excludes all other advertisement sizes. Advertisers who purchase upgrades (video click-through or auto-play) are entitled to monthly statistics for these features.
8. EDITORIAL CALENDAR: Publisher reserves the right to edit and change the content in the *2021 Parking & Mobility Editorial Calendar*. Publisher reserves the right to change member and non-member availability of advertising placements through December 31, 2021.
9. PLACEMENT SCHEDULE: Three, six, and 12-month rates apply to placements from January 1, 2021 through December 31, 2021. Advertisers will be charged a short rate if all ads contracted have not been run.
10. OUTSTANDING INVOICES: Advertising contracted in the next magazine issue will be held from that issue pending payment for any outstanding invoice owed to IPMI, including all other programs and services, which include but are not limited to registrations, sponsorships, advertising, etc. Special arrangements to waive this requirement are solely at the publishers' discretion.
11. ARTWORK CORRECTIONS: Design changes or corrections to correct files must be provided by the advertiser. Publisher is not responsible for errors appearing in advertisements due to late delivery of mechanical from advertiser or third party designated by the advertiser.
12. RETURNED PAYMENTS: Administrative charges may be applied for returned payments, including incorrect ACHs, declined charges, or returned checks (up to 15% of total amount due on invoice).
13. COMMISSIONS FOR AGENCIES: Advertising in *Parking & Mobility* is commissionable at 15% to recognized agencies only if paid within 30 days of receipt of invoice.
14. PLACEMENT & GUARANTEED POSITIONS: Publisher will determine all advertising placement and positions within each issue. Guaranteed positions (i.e., far forward placement, across from "Ask the Experts", etc.) are secured only by contract and payment for premium position.

15. **LIABILITY FOR ALL CONTENT FOR ALL TYPES OF ADVERTISING:** Advertisers and advertising agencies assume liability for all content, including but not limited to text representation, illustration, graphics, photographs, URLs, links, videos, and YouTube links in each advertisement. Advertiser assumes responsibility for any claims resulting from the ad against the publisher, including costs associated with defending against such a claim. Advertisers and advertising agencies are jointly responsible for payment of all insertions unless otherwise agreed in writing. If payment cannot be collected from an agency or representative for any reason, the advertiser will be held responsible. Publisher reserves the right to reject material deemed unsuitable, including all digital content and links.
16. **ERRORS & OMISSIONS:** In the event that an advertisement is inadvertently omitted from a scheduled issue, the publisher's liability is limited only to placing the advertisement in the next available issue. The publisher is not responsible for errors in key numbers or the Advertisers' Index. While every effort is made to assure the timely release of each issue, the publisher accepts no liability for any issue that is published late. Claims for errors in advertising must be brought to the publisher's attention in writing within 30 days of publication date of first placement of advertisement.
17. **ADVERTISEMENT COPY:** Publisher reserves the right to place the word "advertisement" with copy which, in the publisher's opinion, resembles editorial matter.
18. **PRE-PAYMENT:** Publisher reserves the right to require prepayment from first-time advertisers and as directed by individual advertising contracts.
19. **ABSENCE OF INSTRUCTIONS:** If no monthly instructions are received from advertiser, at the discretion of the publisher, the most recent advertisement will be used, or placement will be reserved for a future issue.
20. **GOVERNING LAW:** The parties agree that, absent IPMI's material breach of this Agreement (e.g., failure to issue *Parking & Mobility*), this Agreement cannot be terminated, and the parties are bound to fully perform. This Agreement shall be governed in all respects, except as the conflicts of laws, by the laws of the Commonwealth of Virginia and the parties both consent to the jurisdiction (personal) therein. If either party takes legal action to enforce rights under this Agreement, the losing party to such litigation shall be financially responsible for the expenses of the action for both parties, including, but not limited to, court costs and attorneys' fees.

E-Newsletter Digital Advertising

All terms and conditions are as stated below unless otherwise stated in your company's advertising contract.

1. **DIGITAL PLATFORM:** All advertising is digital only through the email platform of publisher's choice. The publisher reserves the right to change or alter the digital platform at any time. Publisher does not guarantee a specific circulation or readership for an advertisement; publisher does not guarantee a specific number of impressions or click throughs.
2. **INVOICES & PAYMENT:** Invoices for advertising will be issued on the first of the month of the issue's publication, i.e. January 1, 2021 for a January issue of any newsletter (or on the next business day if the date falls on a federal holiday). Payment in full is due within 30 days of invoice. A 5% service charge will be added to invoices owed over 30 days. Pre-payment and accompanying discounts on advertising for multiple placements or packages is at the discretion of the publisher; individual contracts for pre-payment will be coordinated with IPMI and advertiser. Failure to pre-pay according to contracted dates will invalidate all offered discounts and rates will revert to the per issue rates; monthly terms as described above will then prevail.
3. **SPONSORED CONTENT ADVERTISING:** Sponsored Content advertising may be limited to placements per issue per e-newsletter, subject to change at publisher's discretion. Publisher reserves the right to approve and/or reject sponsored content advertising. All sponsored content will be clearly labeled as such.
4. **DIGITAL LINKS:** Publisher requires desired link to the URL (website, YouTube, etc.); link must be received with artwork and any related content per the contract.
5. **ELIGIBILITY AND ACCESS TO DIGITAL STATISTICS:** Advertisers are entitled to monthly statistics for e-newsletters (open and click rate percentages per issue and number of clicks to selected url). The provision of email addresses for unique click throughs is prohibited by Global Data Protection Regulations (GDPR) guidelines and anti-spam legislation.
6. **PLACEMENT SCHEDULE:** Three, six, and 12-month rates apply to placements from January 1, 2021 through December 31, 2021. Advertisers will be charged a short rate if all ads contracted have not been run.
7. **OUTSTANDING INVOICES:** Advertising contracted in the next e-newsletter issue will be held from the next issue pending payment for any outstanding invoice owed to IPMI, including all other programs and services, which include but are not limited to registrations, sponsorships, advertising, etc. Special arrangements to waive this requirement are solely at the publishers' discretion.
8. **ARTWORK CORRECTIONS:** Design changes or corrections to correct files must be provided by the advertiser. Publisher is not responsible for errors appearing in advertisements due to late delivery of mechanical from advertiser or third party designated by the advertiser.

9. **RETURNED PAYMENTS:** Administrative charges may be applied for returned payments, including incorrect ACHs, declined charges, or returned checks (up to 15% of total amount due on invoice).
10. **PLACEMENT & GUARANTEED POSITIONS:** Publisher will determine all advertising placement and positions within each issue of each e-newsletter. Positions (i.e., lead, mid, and exit banners, etc.) are secured only by contract and payment for specific positions in individual contracts. Complimentary banner and advertising in e-newsletters as part of multiple platform packages will be placed at the discretion of the publisher based on remaining availability of any unsold placement.
11. **LIABILITY FOR ALL CONTENT FOR ALL TYPES OF ADVERTISING:** Advertisers and advertising agencies assume liability for all content, including but not limited to text representation, illustration, graphics, photographs, URLs, links, videos, and YouTube links in each advertisement. Advertiser assumes responsibility for any claims resulting from the ad against the publisher, including costs associated with defending against such a claim. Advertisers and advertising agencies are jointly responsible for payment of all insertions unless otherwise agreed in writing. If payment cannot be collected from the agency for any reason, the advertiser will be held responsible. Publisher reserves the right to reject material deemed unsuitable, including all digital content and links.
12. **ERRORS & OMISSIONS:** In the event that an advertisement is inadvertently omitted from a scheduled e-newsletter, the publisher's liability is limited only to placing the advertisement in the next available issue. While every effort is made to assure the timely release of each issue, the publisher accepts no liability for any issue that is published late. Claims for errors in advertising must be brought to the publisher's attention in writing within 30 days of publication date of first placement of advertisement.
13. **PRE-PAYMENT:** Publisher reserves the right to require prepayment from first-time advertisers and as directed by individual advertising contracts.
14. **ABSENCE OF INSTRUCTIONS:** If no monthly instructions are received from advertiser, at the discretion of the publisher, the most recent advertisement will be used, or placement will be reserved for a future issue.
15. **GOVERNING LAW:** The parties agree that, absent IPMI's material breach of this Agreement (e.g., failure to issue a scheduled e-newsletter), this Agreement cannot be terminated, and the parties are bound to fully perform. This Agreement shall be governed in all respects, except as the conflicts of laws, by the laws of the Commonwealth of Virginia and the parties both consent to the jurisdiction (personal) therein. If either party takes legal action to enforce rights under this Agreement, the losing party to such litigation shall be financially responsible for the expenses of the action for both parties, including, but not limited to, court costs and attorneys' fees.

IPMI Website Advertising at Parking-mobility.org

All terms and conditions are as stated below unless otherwise stated in your company's advertising contract.

1. **DIGITAL PLATFORM:** All advertising will be hosted on the website platform of publisher's choice. Publisher reserves the right to change or alter the website platform at any time. Publisher does not guarantee a specific circulation or readership for an advertisement; publisher does not guarantee a specific number of impressions or click throughs.
2. **INVOICES & PAYMENT:** Invoices for monthly advertising will be issued on the first of the month of the issue's publication, i.e. January 1, 2021 for January placement (or on the next business day if the date falls on a federal holiday). Payment in full is due within 30 days of invoice. A 5% service charge will be added to invoices owed over 30 days. Pre-payment and accompanying discounts on advertising for multiple placements or packages is at the discretion of the publisher; individual contracts for pre-payment will be coordinated with IPMI and advertiser. Failure to pre-pay according to contracted dates will invalidate all offered discounts and rates will revert to the per placement rates; monthly terms as described above will then prevail.
3. **DIGITAL LINKS:** Publisher requires desired link to the URL (website, YouTube, etc.); link must be received with artwork per the contract. Any advertisement which has a detrimental impact on the site, or causes a negative user experience will be pulled from the site without notice.
4. **ELIGIBILITY AND ACCESS TO DIGITAL STATISTICS:** Advertisers for premium placements are entitled to monthly statistics through website analytics (monthly users, pageviews, and click through rates). Standard placements are excluded from monthly statistics.
5. **EDITORIAL CALENDAR:** Publisher reserves the right to change member and non-member availability of placements through December 31, 2021. Sponsored calendar insertions will be marked as such.
6. **PLACEMENT SCHEDULE:** Three, six, and 12-month rates apply to placements from January 1, 2021 through December 31, 2021. Advertisers will be charged a short rate if all ads contracted have not been run.
7. **OUTSTANDING INVOICES:** Advertising contracted in the next month will be held pending payment for any outstanding invoice owed to IPMI, including all other programs and services, which include but are not limited to registrations, sponsorships, advertising, etc. Special arrangements to waive this requirement are solely at the publishers' discretion.
8. **ARTWORK CORRECTIONS:** Design changes or corrections to correct files must be provided by the advertiser. Publisher is not responsible for errors appearing in advertisements due to late delivery of mechanical from advertiser or third party designated by the advertiser.
9. **RETURNED PAYMENTS:** Administrative charges may be applied for returned payments, including incorrect ACHs, declined charges, or returned checks (up to 15% of total amount due on invoice).

10. **PLACEMENT & GUARANTEED POSITIONS:** Publisher will determine all advertising placement and positions. Guaranteed positions are secured only by contract and payment for premium position as dictated by contract.
11. **LIABILITY FOR ALL CONTENT FOR ALL TYPES OF ADVERTISING:** Advertisers and advertising agencies assume liability for all content, including but not limited to text representation, illustration, graphics, photographs, URLs, links, videos, and YouTube links in each advertisement. Advertiser assumes responsibility for any claims resulting from the ad against the publisher, including costs associated with defending against such a claim. Advertisers and advertising agencies are jointly responsible for payment of all insertions unless otherwise agreed in writing. If payment cannot be collected from the agency or representative for any reason, the advertiser will be held responsible. Publisher reserves the right to reject material deemed unsuitable, including all digital content and links.
12. **ERRORS & OMISSIONS:** In the event that an advertisement is inadvertently omitted from a monthly placement, the publisher's liability is limited only to placing the advertisement in the next available month. Claims for errors in advertising must be brought to publisher's attention in writing within 30 days of publication date of first placement of advertisement.
13. **PRE-PAYMENT:** Publisher reserves the right to require prepayment from first-time advertisers and as directed by individual advertising contracts.
14. **ABSENCE OF INSTRUCTIONS:** If no monthly instructions are received from advertiser, at the discretion of the publisher, the most recent advertisement will be used, or placement will be reserved for a future issue.
15. **GOVERNING LAW:** The parties agree that, absent IPMI's material breach of this Agreement (e.g., failure to issue *Parking & Mobility*), this Agreement cannot be terminated, and the parties are bound to fully perform. This Agreement shall be governed in all respects, except as the conflicts of laws, by the laws of the Commonwealth of Virginia and the parties both consent to the jurisdiction (personal) therein. If either party takes legal action to enforce rights under this Agreement, the losing party to such litigation shall be financially responsible for the expenses of the action for both parties, including, but not limited to, court costs and attorneys' fees.

All Other Sponsorships, Postings, and Opportunities

All terms and conditions are as stated below unless otherwise stated in your company's contract.

1. **DIGITAL PLATFORM:** IPMI reserves the right to change or alter digital platforms at any time.
2. **INVOICES & PAYMENT:** Invoices will be issued per the details for each program in the 2021 IPMI Marketing & Media Kit and individual contracts. Payment in full is due within 30 days of invoice. A 5% service charge will be added to invoices owed over 30 days. Pre-payment and accompanying discounts are at the discretion of IPMI; individual contracts for pre-payment will be coordinated with IPMI and advertiser/sponsor. Failure to pre-pay according to contracted dates will invalidate all offered discounts.
3. **DIGITAL LINKS:** If applicable, IPMI requires a desired link to the URL (website, YouTube, etc.); link must be received per the contract.
4. **RELATED BENEFITS:** Any related benefits (including, but not limited to magazine advertising, e-newsletter placement, website advertising) to sponsors/advertisers listed in the 2021 IPMI Marketing & Media Kit are subject to the Terms & Conditions contained in this document.
5. **ELIGIBILITY AND ACCESS TO STATISTICS:** Sponsors and advertisers are entitled to statistics as detailed in the 2021 IPMI Marketing & Media Kit and per individual contract.
6. **EDITORIAL CALENDAR:** IPMI reserves the right to edit and change the content and schedule of all programs and sponsorships. IPMI reserves the right to change member and non-member availability of sponsorship and program opportunities through December 31, 2021.
7. **OUTSTANDING INVOICES:** Sponsorships and placements may be suspended pending payment for any outstanding invoice owed to IPMI, including all other programs and services, which include but are not limited to registrations, sponsorships, advertising, etc. Special arrangements to waive this requirement are solely at the publishers' discretion.
8. **RETURNED PAYMENTS:** Administrative charges may be applied for returned payments, including incorrect ACHs, declined charges or returned checks (up to 15% of total amount due on invoice).
9. **LIABILITY FOR ALL CONTENT FOR ALL TYPES OF ADVERTISING:** Sponsors, advertisers, and advertising agencies assume liability for all content, including but not limited to text representation, illustration, graphics, photographs, URLs, links, videos, and YouTube links conveyed through each sponsorship and placement. IPMI reserves the right to reject material deemed unsuitable, including all digital content and links.
10. **PRE-PAYMENT:** Publisher reserves the right to require prepayment from first-time advertisers and as directed by individual advertising contracts.

11. **ABSENCE OF INSTRUCTIONS:** If no monthly instructions are received from sponsor/advertiser, at the discretion of the IPMI, the most recent advertisement and/or materials will be used.
12. **CALENDAR POSTING:** Please refer to media kit and contract for additional specific details on this sponsorship. All policies in these terms and conditions that apply to complementary benefits (i.e., website ads, e-newsletter ads) apply.
13. **WEBINAR:** Please refer to media kit and contract for additional specific details on this sponsorship. All policies in these terms and conditions that apply to complementary benefits (i.e., website ads, e-newsletter ads) apply.
14. **CAPP SPONSORSHIP:** Please refer to media kit and contract for additional specific details on this sponsorship. All policies in these terms and conditions that apply to complementary benefits (i.e., website ads, e-newsletter ads) apply.
15. **FORUM:** Please refer to media kit and contract for additional specific details on this sponsorship. All policies in these terms and conditions that apply to complementary benefits (i.e., website ads, e-newsletter ads) apply.
16. **LEARNING LAB:** Please refer to media kit and contract for additional specific details on this sponsorship. All policies in these terms and conditions that apply to complementary benefits (i.e., website ads, e-newsletter ads) apply.
17. **SHOPTALKS:** Please refer to media kit and contract for additional specific details on this sponsorship. All policies in these terms and conditions that apply to complementary benefits (i.e., website ads, e-newsletter ads) apply.
18. **GOVERNING LAW:** The parties agree that, absent IPMI's material breach of this Agreement, this Agreement cannot be terminated, and the parties are bound to fully perform. This Agreement shall be governed in all respects, except as the conflicts of laws, by the laws of the Commonwealth of Virginia and the parties both consent to the jurisdiction (personal) therein. If either party takes legal action to enforce rights under this Agreement, the losing party to such litigation shall be financially responsible for the expenses of the action for both parties, including, but not limited to, court costs and attorneys' fees.

Advertiser's/Sponsor's Agreement

All contracted advertisers and sponsors will return a signed copy of this agreement in its entirety with the copy of the relevant contract.

Name:

Title:

Company:

Date: