The Pathfinder is a student publication of Lewis-Clark State College, operating under authority granted by the Communications Board at LCSC.

Responsibilities for establishing The Pathfinder news and advertising policies and deciding issues related to commentary or story content rest solely on the student staff. The views expressed in commentaries and letters are those of the individual authors, and not necessarily the view of The Pathfinder staff. Responsibility for the content of The Pathfinder is not assigned to nor assumed by the publication's advisor or any employee of Lewis-Clark State College.

THE PATHFINDER ADVERTISING TERMS AND CONDITIONS

Both The Pathfinder and the Advertiser mutually agree that advertising contracts shall be governed by the following conditions:

1. The Pathfinder reserves the right to cancel or reject any advertisement at any time. The Pathfinder reserves the right cancel advertising for non-payment. Advertisements that discriminate on the basis of race, creed, color, gender, national origin or sexual preference will not be accepted. Advertisements containing false or misleading statements will be rejected. Advertisements for products, services, or promotions that are illegal in the state of Idaho or that violate U.S. Postal Service regulations will be rejected. The acceptance of all advertising is subject to the final approval of the The Pathfinder Business Manager.

2. It is agreed that all advertising orders are accepted subject to the terms, provisions, and rates of The Pathfinder Advertising Rate Card, Advertising Contract, and the Policies and Procedure of the LCSC Communications Board. Only publication of an advertisement denotes acceptance of an advertisement. Renewal and/or termination of an Advertising Contract must be made in writing.
   a. All contracts are subject to approval of the business manager. Contracts are valid for one semester and must be signed prior to the ad deadline for the week in which the ad will appear. Contracts guarantee the rate for the advertisements, but do not imply credit has been granted.

3. The Advertiser agrees to pay for such advertising in accordance with Advertising Contracts. Unless pre-payment is required, the Advertiser shall make such payment to the The Pathfinder on or before 10 days from the invoice date. Payment may be made by check or credit card. The Pathfinder reserves the right to charge a carrying/service charge of 15 percent, per annum, compounded monthly until all sums are paid in full. The Pathfinder reserves the right to utilize a collection service for accounts in arrears of 90 days and/or for accounts payable in excess of $250. The Advertiser will be responsible for all costs of collection, to include reasonable attorney’s fees and court costs incurred by The Pathfinder in the collection of advertising charges. The Pathfinder reserves the right to reject or refuse any advertisement in the event of a delinquent account and/or bad credit.
   a. Advertisers who fail to fulfill their contracts will be charged for actual inches used at the applicable rate. The adjustment will be billed at the completion of the semester. No future contracts will be issued until the terms of the current contract have been completed.
   b. Full year contracts may only be terminated with one month notice prior to the first ad deadline of the semester for no penalty.
   c. The Pathfinder reserves the right to place a hold on all LCSC accounts for non-payment when the advertiser is a student and receives the student discounted rate.
4. All new accounts not affiliated with LCSC will be required to pre-pay for advertising until a business relationship is established. Credit for payments will only be given at the discretion of authorized Pathfinder personnel.

5. If an advertising agency or media-buying service is a party to or has participated in the negotiation of an Advertising Contract, The Pathfinder and advertising agency agree that while said agency may be acting for its client, it hereby binds both itself and its client to the terms and conditions of the Advertising, including liability for payment to The Pathfinder.

6. The Pathfinder reserves the right to sell special promotion advertising packages that carry special rates.

7. The Advertiser hereby agrees to release, forever discharge, indemnify and hold harmless the State of Idaho, and Lewis-Clark State College, their administrators, directors, coordinators, employees, agents and/or students from liability from all claims, demands and/or litigation directly or indirectly related to improper or unauthorized use of any photograph, drawing, likeness, name, logo, trademark, representations or any other material provided by the Advertiser to The Pathfinder and published in any advertising.

8. Compensation for errors made by The Pathfinder, if any, will be at the discretion of The Pathfinder and be compensated for by the provision of additional advertising space only. No cash refunds will be made. The Pathfinder’s liability for any error appearing in an advertisement is limited to the cost of the space actually occupied. No allowance, however, will be granted for any error that does not materially affect the value of the advertisement or any error contained in an ad that was proofed by the Advertiser. To qualify for an adjustment, the error must be reported in writing within 15 days of the publication date, and credit for errors is limited to the first insertion.

9. The Pathfinder assumes no liability for failure to publish an advertisement or for the financial loss of business for failure to publish an advertisement.

10. Cancellation of advertisements must be made in writing and received prior to the advertising deadline. The deadline for advertisements is 5:00 pm the Friday before publication date.
Advertising Contract

Date of Contract:

For and in consideration of the rate at which display advertising space is sold under this contract, the undersigned hereby agrees to purchase, and The Pathfinder hereby agrees to sell, display advertising space as follows:

Advertisement size:
Date of Issues:
Contract Rate:

TERM AND CONDITIONS: Be it understood, both The Pathfinder and the Advertiser mutually agree that advertising contracts shall be governed by The Pathfinder Advertising Terms and Conditions.

Advertiser (Company, Department, Club): ____________________________

Contact Name: ____________________________ Title: ____________________________

Billing Address: ____________________________ State: ____ Zip: ______

Phone: ___________ Fax: ___________ Email: ____________________________

Advertiser Signature: ____________________________ Date: __________________

By signing this contract, I agree that I am authorized to enter into contract for my business/department/club and obligate said business/department/club to this financial obligation. I also attest that I have read, understood and agree to abide by The Pathfinder Advertising Terms and Conditions.

Office Use Only

Acceptance is subject to the approval by signature of The Pathfinder Business Manager and Student Activities Director.

Business Manager: ____________________________ Date: __________________

Student Activities Director Signature: ____________________________ Date: __________________