

WESTERN PACIFIC RAILROAD MUSEUM POLICY

Advertising

 Effective Date:
 01/01/2018

 Next Review Date:
 05/01/2025

 Replaces:
 05/01/2004

018 Legal Review Date:

Statement of Policy

It is FRRS's policy that all museum advertising shall be coordinated at the Advertising Manager level to ensure uniform quality and consistency with museum policies, objectives, and mission and goals.

Overall Accountability

The Board of Directors is responsible for issuing, updating, and monitoring compliance with this policy.

Scope

This policy applies to all members, Officers, Board of Directors, and employees of the FRRS.

Definitions

Advertising includes any paid or unpaid written or electronic message sponsored by the FRRS. This may include paid or unpaid advertising in any publication issued by the FRRS or advertising done by the FRRS.

Implementation

(1) Responsibility for Advertising

For FRRS advertising, I would suggest that we have The Board of Directors approve all advertising budgets and contracts (budgets could also be part of annual budget) as well as specific objectives (events, RAL, etc.), but that approval of materials should be left to the Advertising Manager and one other director or officer or, if it is a specific event, the coordinator / manager of that event. For advertising in FRRS publications and/or at the museum, The Board of Directors approve contracts while having specific materials approved by Ad Manager and Publisher.

(2) Determination and Funding of Advertising Requirements

The Advertising Manager determines advertising objectives and requirements (including the timing and content of advertising), and budgets for all associated costs.

(3) Preparation of Advertising

The Advertising Manager or person authorized to provide advertising services to enable the museum to meet their advertising objectives and requirements, including:

Writing, designing, and producing all advertising; conducting media analysis and evaluation; placing advertisements; establishing and overseeing advertising standards; and selecting and supervising advertising agencies.

GENERAL

- The Feather River Rail Society (FRRS) shall accept advertising in accordance with this policy.
- Advertisements and advertisers shall not influence the FRRS policy.
- Advertisers shall not receive special editorial consideration.
- Advertising inserts may be approved for use with FRRS Publications.
- Recognition of Society Business Sponsors in publications are handled in accordance with Business Sponsorship policy.

ADVERTISING SPACE

In general, no more than 25 percent of any FRRS publication shall be devoted to advertising. The 25 percent limit may be waived by the publication editor for any particular issue. This includes both the Headlight and Train Sheet publications.

COPY DEADLINES

The advertising deadline to reserve space for display ads is 5 p.m. sixty business days prior to publication date, for the Headlight with the final ad due by thirty days prior to publication date, deadline to reserve space for display ads is 5 p.m. thirty days prior to publication date, for the Train Sheet with the final ad due by ten days prior to publication date.

The FRRS does not accept classified ads.

ADVERTISING RATES

Ad rates shall be set annually on the recommendation of the advertising manager and approved by the Board of Directors.

Discount rates may arranged for contract advertisers by the advertising manager.

Payment is accepted on a cash-with-copy basis. Credit arrangement must be made with the advertising manager prior to deadline.

A 10 percent discount is awarded with pre-payment of ads 90 days in advance of publication date.

Advertisers, who fail to fulfill the terms of a contract, will be billed back at the open rate, with the advertiser required to remit the difference.

SOLICITATION OF ADS

Any member of the FRRS may solicit ads, but shall do so only with the knowledge of the advertising manager.

ADVERTISING CONTENT

The copy, artwork and design of ads shall meet the same standards of good taste that are applied to other material appearing in FRRS publications. The advertising manager reserves the right to reject any advertising with copy, artwork or design judged unsuitable to those publication standards.

Any ad in possible conflict with FRRS policy shall be submitted by the advertising manager to the Board of Directors for discussion and a vote.

The FRRS shall not accept the following:

- Any ad that fosters prejudice by containing vulgar or offensive language, including wording that can be construed as discriminatory, racist, sexist, homophobic or advancing stereotypical language.
- Ads that may mislead the reader.
- Ads that appear to be fronts for criminal activity, including those that may cause monetary loss to the reader through fraud.
- Any political ad for any candidate or ballot measure.
- The advertising manager will review advertising in the following restricted categories and accept or reject ads case by case:
- All movies or games with "X" rating or NC-17 rating.
- Ads that promote the active and specific use of alcoholic beverages and tobacco products.
- Ads for diet aids and other promotions that could injure the health of the reader.
- Ads for fortune telling, astrology, numerology and dream interpretation.
- Ads for matrimonial offers or dating offers or services.

The advertising manager must receive the ad material at least two days prior to the ad deadline.

WEB ADVERTISING

This advertising policy describes the guidelines the FRRS and any service provider that assists the FRRS in its advertising activities, uses in accepting, displaying and removing advertising on the FRRS web site (the "Site"). To provide you with a broader experience, wplives.org, like many other web sites, may receive funding and/or financial incentives from third parties in exchange for allowing them to advertise their companies, services and products, to sponsor content or programs, and/or to direct our users to their web sites. In this policy, "advertising" includes the use of banners, sponsorship messages, promotions, and other contextual messages.

EDITORIAL INDEPENDENCE

The FRRS recognizes and maintains a distinct separation between advertising content and editorial content. The FRRS has complete editorial independence in creating information, text, graphics, images, tools, and other materials ("content") on the site. The FRRS does not allow advertisers or sponsors to influence editorial decisions in the creation or presentation of content, or to make any changes to its content.

SELECTION OF ADVERTISING

The FRRS, in its sole discretion, will determine the types of advertising displayed on the FRRS web site.

The FRRS will not accept advertising for any product or service that, in the FRRS's opinion and sole discretion, is not in good taste, is dangerous or harmful, is not effective, contains false or misleading claims, or is offensive to any individual or group of individuals based on age, color, national origin, race, religion, sex, sexual orientation, or handicap. The FRRS is not responsible for determining if a product or service is ineffective, makes false claims or otherwise should not be accepted, but the FRRS will reject or remove the advertising if it knows or learns that a product or service does not meet its guidelines. The FRRS will not accept advertising related to tobacco, firearms, alcohol, gambling, or pornographic products.

No advertising shall be permitted which may injure the good name or reputation of the FRRS or the Site.

The FRRS's acceptance of advertising is not a recommendation, endorsement or guarantee of any product or service advertised on the Site or for the company that manufactures, distributes or promotes a product or service. The FRRS is not responsible for the content or accuracy of third party advertisements. In addition, the FRRS does not endorse or guarantee any content, material, products or services contained on or accessible through links to other Internet sites from the FRRS site.

Advertising on the site will be subject to the other policies adopted by the FRRS, including its Ethics and Privacy Policies as well as its Terms of Service.

REQUIREMENTS FOR ADVERTISING

All advertising will be clearly identifiable as such, and will be distinguishable from editorial content. Any advertising that could be misconstrued as editorial content will be clearly labeled as an advertisement.

The FRRS retains the exclusive right to determine the placement and method of display of advertising on the site.

If advertisers post purchase prices, they can only offer products or services that are readily available for the advertised price (with noted tax and delivery fees).

The FRRS reserves the right to decline any submitted advertising or to discontinue at any time, and for any reason, the posting of any advertising previously accepted. If the FRRS discontinues advertising before the end of the contract term, it will notify the advertiser promptly of the action and will provide the advertiser with the reason for rejecting its advertising.

The FRRS, in its sole discretion, will interpret and enforce this policy and all other issues relating to advertising on this site.

CHANGE IN POLICY

The FRRS reserves the right to change this policy at any time by posting a revised advertising policy on the Site.

COMPLIANCE WITH LAWS

It is the responsibility of the advertiser to comply with all applicable domestic and foreign laws and regulations. The FRRS will not monitor compliance of third party advertisers on the site with such laws and regulations, but may promptly remove advertising should the FRRS become aware of noncompliance or potential noncompliance with any of such laws or regulations or of these guidelines.

PRINT ADVERTISING

The FRRS has the responsibility as well as the right to exercise control over the content of its publications. Consequently, FRRS reserves the right unilaterally to reject or cancel advertising in its publications for any reason at any time.

GENERAL

All advertising is subject to the publisher's approval. FRRS reserves the right to reject advertisements for any reason at any time.

FRRS complies with the provisions of applicable federal laws prohibiting discrimination.

Placement of ads will be at FRRS's discretion, although advertiser's preference will be met whenever possible.

FRRS publications do not accept advertising or statements for or against candidates for elective office or ballot measures. This includes ANY written, mailed or electronic communications done on behalf of the FRRS, regardless of how publication costs are paid.

FRRS will not accept advertising that appears to libel, slander, or conflict with FRRS policies.

Ads will not be accepted from agencies or individuals under sanction by FRRS for violations of its *Code of Ethics*.

LIABILITY

Publication of an advertisement does not constitute endorsement or approval of any product or service advertised, or any point of view, standard, or opinion presented therein. FRRS is not responsible for any claims made in an advertisement appearing in its publications.

The advertiser and/or advertising agency assume liability for all ad content including text preparation and illustrations. It is understood that the advertiser and/or advertising agency will indemnify and hold the publisher harmless from and against any loss, expense, or other liability resulting from any suits including actions for libel, breach of warranty, negligence, product liability, misrepresentation, fraud, violation of privacy, plagiarism, copyright infringement, and any other claims or suits whatsoever that may arise from publication of such advertisement.

FRRS will not be bound by any term(s) or condition(s) that an advertiser includes on order forms or invoices unless FRRS has agreed in writing to such term(s) or condition(s).

Other than the return of any charge that has been paid, FRRS is not liable for any alleged loss or damages if an advertisement is omitted for any reason.

Advertiser claims for errors will be decided on a case-by-case basis with discounts offered for the advertisement in question or on the advertiser's next order provided it is determined that FRRS made the error and that the error seriously affected advertising results.

PERSONNEL ADVERTISING

Personnel advertising will not be accepted for publication.

PLACEMENT OF ORDERS

The placement of an order for an advertisement or advertisements constitutes an acceptance of all the rates and conditions under which advertising is sold at that time.

To qualify for a multi-issue reduction, advertising must be placed on a contract basis on the terms applicable to individual periodicals. A contract starts with the first insertion. Sixty (60) days written notice is required for contract cancellation by publisher or advertiser.

If new copy for contract ads is not received by the closing date, standing copy will be used.

FRRS will provide notice of rate changes at the earliest feasible time and at least in the issue preceding the first issue to be affected. Any advertising contract ratified before a rate change is announced will be honored at the contracted rate for the life of the contract. Renewals of such contracts will be subject to the rates prevailing at the time of renewal.

No cancellations will be accepted after closing dates. Advertisers who fail to notify the publisher of cancellation prior to closing date will be required to pay the full price for insertion. Cover insertion orders may not be cancelled.

Current rates, dimensions, closing dates, and so forth are published in the FRRS Rate Card.

FRRS may require that an advertisement be labeled in some way to differentiate the paid advertising from announcements for FRRS services or products.

Advertising orders will not be accepted by phone. All advertising must be received in writing by the deadline date.

COPY

Advertisements that resemble the format and layout of the periodical itself will not be accepted without the label "Advertisement." FRRS reserves the right to require this label on any and all advertisements.

FRRS reserves the right to add its own specific disclaimer to any ad.

Preferred copy is negative or camera-ready repro. Prices do not include costs of mechanical preparation of advertisements. Typesetting, camera work, copy changes, design, and borders will be billed separately; production charges are non-commissionable.

TERMS

The terms for all advertising charges are net 30 days.

FRRS reserves the right to withhold advertising for any account that has an invoice unpaid beyond 90 days.

First-time advertisers are required to make full payment with their advertisement insertion order to establish credit.

Visa and MasterCard are accepted.

Change Log:

Rev Number	Changes	Ву	Date
1	Initial Issue		8/1/1998
2	Revisions		05/01/2004
3	DRAFT Revisions, change format		11/29/2017
4	Updated with input from Eugene Vicknair (Secretary)	Kerry Cochran	12/26/2017
5	Updated to reflect new review date	Kerry Cochran	10/17/2021