

ANAHEIM MAGAZINE

ANAHEIM MAGAZINE ADVERTISING PROGRAM

POLICIES AND PROCEDURES

ADVERTISING POLICY

Anaheim Magazine is a publication of the City of Anaheim. The City of Anaheim reserves the right to approve or disapprove all advertisers and advertising contracts for placement within Anaheim Magazine. Advertising payments can be made to the City of Anaheim.

SCOPE OF PROGRAM

The display of paid (revenue-generating) advertising carries with it a responsibility to protect the City from potential litigation and to recognize the potential association of advertising images with the City of Anaheim and its services while simultaneously respecting First Amendment principles. The City addresses these issues through the responsible and consistent application of written criteria for advertising acceptability. It is the City of Anaheim's specific intent to not create a public forum through the acceptance of advertising. The City holds sole and complete discretionary judgment over the commercial advertising that is displayed in Anaheim Magazine. Furthermore, the City retains the right to approve or disapprove any commercial advertisement proposed for this program, and to remove any advertisement, that is not in compliance with this Policy.

The City of Anaheim provides advertising space solely for commercial advertisements. Acceptable advertising must offer commercial goods or services for sale to, or propose a commercial transaction, to the general public except that public entities may purchase advertising space for official announcements.

Prohibited advertising includes, but is not limited to, advertisements meeting the following descriptions or containing any of the following:

1. Promotes tobacco products or alcohol beverages, or businesses not legally accessible to persons under the age of 18.
2. Images or phrases that are sexually explicit, or depict sexual anatomy, graphic violence or words likely to incite imminent violence.

3. Any image or language identified in California Penal Code Section 313.
4. Non-Commercial advertising including, but not limited to, political, social, or religious commentary, advertising or messages.
5. Subject matter with content which:
 - a. Promotes or relates to the conduct of an illegal activity or which would confuse or mislead the public.
 - b. Contains language that is obscene, vulgar, indecent, immoral, profane or scatological to the community at large.
 - c. Contains images, language or content that would defame any person or group.
 - d. Contains images, language or content which would be inimical to the promotion of public transportation.
6. Advertisements deemed by the City to be of a quality below the minimum acceptable standards applicable in the advertising industry or are not reproducible in the format required. This includes, but is not limited to, advertisements which contain more than four colors, advertisements that contain an excess amount of words or graphics so as to require unreadable type sizes, or advertising which would cause misapprehension among the public regarding the product being advertised or regarding any endorsement of the product contained in the advertisement.

PROCEDURES

Businesses or public agencies wishing to display their commercial advertisement(s) in Anaheim Magazine must first submit a draft of the advertisement(s) to the Public Information Office. The draft must contain or describe all content of the display proposal. Once received, the advertisement will be reviewed by staff, to determine if the graphics, content, and overall design of the advertisement complies with the restrictions set forth in this document.

Advertisers shall be notified within twenty-one (21) days as to whether their submitted advertisement is acceptable or not based upon the criteria set forth in this Policy. Advertisers that submit an advertisement deemed unacceptable shall be given a written explanation of the basis for rejection. Advertisers that submit an advertisement deemed acceptable will be notified of their eligibility, and the tentative date their advertisement is scheduled for installment and display.

Due to the limited number of advertising spaces available in the magazine, a waiting list will be employed as necessary. In addition, it may be necessary to impose limits on the duration an advertisement may be displayed in the program/brochures. If a waiting list is necessary, subscriptions will be limited to 2 advertising periods (2 shows). Advertisements that are placed on the waiting list will be scheduled for display in an order based on first come, first served; however advertisements are eligible for the waiting list only if they are complete (Final draft) and accompanied by a deposit equaling 50% of the subscription rate. An advertiser's ad is eligible to put on the waiting list once its two advertising periods have ended.

Parties receiving a rejection letter may take any of the following actions:

1. Withdraw the advertisement.
2. Revise the advertisement to address the basis for rejection and re-submit.
3. Appeal the rejection by filing a written request, within 10 days of the date of the rejection letter, for review by the City Manager.
 - a. The City Manager, or designee, shall consider all facts submitted in support of and against the appeal and will provide a written decision within (30) days of the date of the appeal. The City Manager's decision shall be final. Failure to decide the appeal within thirty days shall be deemed an approval of the advertisement.

Fees owed to the City for advertisements must be paid to the City before any advertisement will be displayed. Additionally, the City of Anaheim holds the right to withhold placement of an advertisement, or to withhold any deposit or fees paid to the City for advertisement, if the advertiser: fails to satisfy any aspect of this Policy, does not submit payments when required, or acts in any other manner so as to cause or risk injury to the City of Anaheim.

RATES: Premium charges apply for advertiser's exclusivity and back cover space.

DEADLINE: Deadline for all ad space will be 45 days prior to the magazines completion date.

CAMERA READY: No discount will be offered for camera-ready copy. All camera-ready ads will be scanned and placed in the appropriate size. No changes will be made to camera-ready ads.

PROOFING: Proofs will be faxed to advertisers who must sign and approve no longer than 24 hours after the fax is sent.

INDEMNIFICATION AGREEMENT

Please read, fill in, and sign at the bottom

In consideration of being allowed to display advertising in Anaheim Magazine, and to the fullest extent permitted by law, I, the undersigned, _____, on behalf of myself and _____(name of advertiser), hereby agree to defend, indemnify, and hold free and harmless the City of Anaheim, its elected officials, officers, employees, and agents, with respect to any and all liabilities, claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including the payment of actual attorney's fees, court costs and any and all other costs of defense, incurred as a consequence of, arising out of, or in any way attributable to, the content of the advertisement, or the acceptance, placement by the City of Anaheim of said advertisement, excepting only such claims and liabilities that arise out of the sole negligence or willful misconduct of the City of Anaheim. I and _____ (name of advertiser) also agree to uphold the policies set forth in the Anaheim Magazine Advertising Policy and Procedure statement, receipt of which I hereby acknowledge. I further, acknowledge that I have full authority to, and do hereby legally bind to the terms of this Agreement, myself and the business on behalf of which the advertisement is being submitted, that I have read and fully understand this Agreement, and that by signing the same I am giving up important legal rights.

Applicant's Signature

Date