U.S. News Advertising Terms and Conditions (Print)

Advertiser or Agency will supply U.S. News with the creative materials for the advertisements by the date specified by U.S. News. Such creative materials will comply with U.S. News’s specifications for print advertisements found at https://mediakit.usnews.com/print-specs. U.S. News reserves the right to reject or cancel any advertisement for any reason at any time prior to publication. Advertiser will indemnify and hold harmless U.S. News and its directors, officers, agents and employees, from any loss, liability, cost and expense (including reasonable attorneys’ fees) arising from any third party claim relating to the content or subject matter of any advertisement.

Payments for advertising are due within 30 days from the date of the invoice. Prepayment may be required prior to acceptance of an advertisement for publication. Agency will be liable for payments only to the extent proceeds have cleared from Advertiser to Agency for advertisements placed in accordance with this Print Advertising Agreement. For amounts not cleared to Agency, U.S. News agrees to hold Advertiser solely liable. Agency agrees to make every reasonable effort to collect and clear payment from Advertiser on a timely basis.

Advertiser and/or Agency may not cancel orders for advertising after the closing date announced by U.S. News for the applicable publication. U.S. News disclaims all responsibility and liability for copy changes made after such closing date.

All restrictions on the placement of advertising, including but not limited to positioning, separations, facings, editorial adjacencies or other stipulations, are at the sole discretion of U.S. News. All advertising position clauses will be treated as requests, and fixed positioning is not guaranteed unless specifically agreed to by U.S. News in writing. U.S. News's inability or failure to comply with any positioning request shall not relieve Advertiser and Agency of the obligation to pay for the advertising.

If an advertisement does not appear as a result of the act or default of Advertiser and/or Agency, Advertiser and/or Agency shall be liable for the space reserved for such advertisement and shall pay the amount that Advertiser and/or Agency otherwise would have paid had the advertisement appeared.

U.S. News’s liability for any act, error, or omission for which it may be held legally responsible shall not exceed the amounts payable under this Print Advertising Agreement. In no event will any party be liable for any consequential or special damages, including, but not limited to, lost income or profits. U.S. News shall not be subject to any liability whatsoever for any failure to print, publish or circulate any publication because of accidents, fires, floods, acts of God, labor disputes, system outages, governmental action, or other circumstances beyond U.S. News’s reasonable control. Unintentional or inadvertent failure of U.S. News to print, publish, circulate, make available or fulfill advertising shall not operate as a breach of this Print Advertising Agreement, and U.S. News and Advertiser will cooperate in good faith to find a mutually agreeable resolution.

Any credits due to Advertiser that have not been used within 15 months of incurrence shall be forfeited.

U.S. News shall be entitled to reproduce, republish and distribute any advertisement in any medium (print, electronic or otherwise), and as part of any service, in which the publication is published or made available under license from U.S. News.

U.S. News publishes rankings of various institutions and products. Advertising with U.S. News will not in any way affect (i) Advertiser’s ranking, if Advertiser is a ranked institution or produces or distributes a ranked product, or (ii) whether Advertiser will be ranked, if Advertiser is not a ranked institution or its products are not ranked. Advertiser shall not be permitted to use U.S. News’s logos, content, rankings or
other creative in any of its advertisements, whether or not on a U.S. News publication, or to make any promotional or merchandising reference to U.S. News, with respect to any U.S. News rankings or otherwise, without the prior written approval of U.S. News.

If Advertiser or Agency engages U.S. News to provide, and U.S. News agrees to provide, advertising design services, U.S. News will design the advertisements using text, photographs, trademarks, trade dress elements, and other intellectual property provided by Advertiser or Agency (the “Advertising Materials”). By providing the Advertising Materials to U.S. News, each of Advertiser and Agency (if Agency provided the Advertising Materials) represents that it has the right to provide the Advertising Materials to U.S. News and to have U.S. News distribute, reproduce, display and republish the Advertising Materials without violating the rights of any third party. The Advertising Materials must be provided in a form and format and within the deadlines prescribed by U.S. News. U.S. News shall have no liability for delays in performance, or failure to provide deliverables, resulting from any delays caused by Advertiser or Agency, and U.S. News shall have no liability for the content of any advertisement. Advertiser’s and Agency’s sole remedy for any failure of U.S. News to provide the services described in this paragraph shall be to receive replacement design services. Advertising design services are provided on an “as is” basis with no warranties whatsoever.

TO THE FULLEST EXTENT PERMITTED BY LAW, U.S. NEWS DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, ASSOCIATED WITH THE ADVERTISING AND ANY DESIGN SERVICES AND ADVERTISER’S USE THEREOF, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES (i) ARISING FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USEAGE, (ii) OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS PRINT ADVERTISING AGREEMENT, OR (iii) RELATING TO THE TIMELINESS, AVAILABILITY AND/OR PERFORMANCE OF THE ADVERTISING.

Agency represents and warrants that it has the authority as Advertiser’s agent to bind Advertiser to this Print Advertising Agreement, and that all of Agency’s actions related to this Print Advertising Agreement will be within the scope of such agency.

This Print Advertising Agreement constitutes the entire agreement of Advertiser, Agency and U.S. News and supersedes all previous communications, representations, understandings and agreements, written or oral, with respect to the subject matter hereof. No other terms or conditions appearing in any purchase order, insertion order or otherwise will be binding on U.S. News, unless signed by U.S. News. No failure or delay by any party in exercising any right and remedy shall operate as a waiver thereof, and no single or partial exercise of any right or remedy shall preclude other or further exercise thereof or of any other rights or remedies. A waiver of a particular right or remedy on one occasion shall not be deemed a waiver of any other right or remedy or a waiver on any subsequent occasion.

This Print Advertising Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to the choice of law principles thereof. Any claims, legal proceedings, or litigation arising out of or related to this Print Advertising Agreement shall be brought solely in the state or federal courts located in New York County, New York, and each of U.S. News, Advertiser and Agency consent to the exclusive jurisdiction and venue of such courts.