



State Bar of Michigan Advertising Policy

Effective January, 2021

This policy applies to all State Bar of Michigan publications. Advertising rates are subject to change at any time. Written notice will be provided 60 days before a change.

Payment: All advertising is on a prepaid basis unless prior arrangements are made in advance. Absent extenuating circumstances and a written agreement, advertising that is not prepaid will not be published. Visa or MasterCard payments are accepted in writing, as are checks made payable to the State Bar of Michigan.

Advertising Agency/Joint liability: Purchase orders and insertions orders from advertising agencies are accepted for ad placement, and the State Bar of Michigan will allow a 15 percent commission discount for space only. There is no agency commission for electronic ads, classified ads, or mechanical costs (e.g. color, bleeds). Payments of invoices are due within 30 days of billing and if unpaid, the commission will be lost and a 1.5 percent per month service charge will be added. The State Bar of Michigan reserves the right to suspend advertising when payment is 30 days past due. The State Bar of Michigan further reserves the right to hold the advertiser and/or its agency jointly and severally liable for such moneys as are due and payable.

Copy protective clause: Publication of an advertisement does not constitute a recommendation or endorsement by the State Bar of Michigan of goods or services ordered. The opportunity to advertise is contingent upon available space, and publication is at the discretion of the State Bar of Michigan. The State Bar of Michigan reserves the right to reject any advertising not in keeping with its standards. The contents of an advertisement are solely the responsibility of the advertisers and advertising agencies. Advertisers and advertising agencies assume liability for all content (including text, representations and illustrations, and any material on a website to which the advertisement provides a link or reference) of advertisements printed, and also assume responsibility for any claims arising thereof made against the State Bar of Michigan. Advertisers represent and warrant that they possess the necessary rights to permit the use of the advertisement and of any content on any website referenced or linked to in the advertisement, for the purpose of this Agreement, and that the content complies with all relevant laws and regulations. Advertisers further represent and warrant that the use, reproduction, distribution, or transmission of the advertisement will not violate any criminal laws, regulations, or the rights of third parties. Such violations include, but are not limited to, infringement or misappropriation of a copyright, patent, trademark, trade secret, music, image, or other proprietary or property right; false advertising; unfair competition; defamation; slander of the title; invasion of privacy or rights of celebrity; violation of any antidiscrimination law or regulation; or any other right of any person or entity. Advertisers agree to indemnify and to keep indemnified the State Bar of Michigan, its directors, employees and agents, without limitation, and to hold them harmless from any and all liability, loss, damages, claims, or causes of action, including legal fees and expenses, that may be incurred by the State Bar of Michigan arising out of the publication of the advertiser's material. At the discretion of the State Bar of Michigan, advertisers may be required to provide proof of insurance of coverage for any of the foregoing forms of liability and to list the State Bar of Michigan as an additional insured on the policy.

continued on next page

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The State Bar of Michigan shall not be liable for any costs or damages if for any reason it fails to publish an advertisement. The State Bar of Michigan's liability for any error will not exceed the cost of the space occupied by the error or the erroneous advertisement.

Advertising terms: Advertisements that have been accepted and are later found to be fraudulent or misleading in the judgment of the State Bar of Michigan, and advertisements that are the subject of a lawsuit, will not be published. The State Bar of Michigan will not provide a refund for advertisements removed under those conditions. Fraudulent or misleading ads include, but are not limited to, advertisements for a product that is ordered but not delivered, and advertisements that are judged to mislead people into buying something other than the advertised product or service, and advertisements from companies subject to unresolved complaints to the Better Business Bureau.



State Bar of Michigan Advertising Standards

Effective January, 2021

This policy applies to all State Bar of Michigan publications.

The following policies will govern advertising in all the publications of the State Bar of Michigan ("State Bar"). These publications include, but are not limited to: The *Michigan Bar Journal*; State Bar of Michigan newsletters; the State Bar of Michigan website (michbar.org); and section newsletters. The State Bar may also publish other special publications, and these policies apply to those as well.

The purpose of these policies is to regulate the circumstances under which the State Bar will accept advertising for inclusion in its publications, consistent with the freedoms accorded to commercial speech by the Constitution and laws of the United States and of the state of Michigan. The State Bar reserves the right to regulate the form, manner, content, substance, composition, size and length of any advertising, and to cancel or refuse to run any advertising in accordance with the procedures set forth herein. The official publications of the State Bar represent the State Bar as a whole and, therefore, the State Bar has an interest in maintaining the complete integrity of each of these publications, consistent with the high ethical standards of the legal profession. Additionally, the revenue from responsible tasteful advertising is of considerable importance to the State Bar in offsetting the expense of publications. Accordingly, the State Bar has a vested pecuniary interest in fostering an advertising environment in which the customers on which it depends for advertising revenue will not withhold their advertising and the revenue therefrom because of the inclusion of other advertising that is not in conformity with these policies.

General Standards for Advertising

(a) The State Bar reserves the right to reject any advertising that, to the "reasonable reader," is false, misleading, defamatory, libelous, violative of any applicable laws, is obscene, or which does not conform to contemporary community standards of good taste or decency. The State Bar may require any advertiser to provide factual substantiation or legal authorization from the appropriate jurisdiction when requested for any advertising.

(b) No advertising will be accepted that violates or may enable another to violate the Michigan Rules of Professional Conduct or the Michigan Code of Judicial Conduct.

(c) No advertising will be accepted that references any pending litigation in the Michigan or federal courts.

Attorney Advertising

All attorney advertising must be consistent with the Michigan Rules of Professional Conduct, and the Michigan Code of Judicial Conduct, including advertising submitted by attorneys who are not members of the State Bar. Acceptance for publication does not constitute a determination that an advertisement is in compliance with the rules.

Advertising of Certain Products

The State Bar will not accept advertising for tobacco and alcohol products of any sort, advertising for illegal products or services, advertising for products or services whose movement in interstate commerce is illegal, or advertising relating to lotteries or games of chance. Additionally, the State Bar will not accept advertising that in any way may jeopardize the mailing status of the publication in which it appears, and reserves the right to apply to the U.S. Postal Service for ruling on any such matter.

Political Advertising

The State Bar will not accept advertising by or on behalf of candidates for public office, candidates for state or local bar offices, or advertising advocating positions on political or social issues.

Bar Endorsement

Advertising which, by its subject matter or content, may imply or lead to an implication of State Bar endorsement, recommendation, support, or approval will be accepted only if, as a condition of acceptance, it includes in the advertisement a disclaimer which states that the product or service is not endorsed, recommended, supported, or approved by the State Bar.

Examination of Advertised Products

If an advertisement offers the sale of a product by mail order, the State Bar reserves the right to examine the product a purchaser will receive, but the State Bar is not obligated to do so. Examination of the product or publication of the advertisement does not constitute a guarantee or warranty of the product, nor the endorsement, recommendation, support, or approval of the product by the State Bar.

Review of Advertising

All non-attorney advertising submitted for inclusion in any publication of the State Bar shall be reviewed by the director of communications and sales representative to determine its conformity with the policies. The director of communications shall refer any questionable advertising to the president of the state bar, the executive director of the State Bar, and/or the chairperson of the communications and member services committee of the State Bar for review and determination of whether to accept the advertising. In the event of any disagreement between these three persons concerning acceptance or rejection of the advertising, the matter shall be referred to the executive committee of the State Bar for final determination. Additionally, any of the persons named above, or the editor of the particular publication involved, may cause any advertising to be reviewed to determine its conformity with these policies as provided herein.

The State Bar of Michigan reserves the right to decline or cancel any advertisement at any time. The State Bar reserves the right to insert the word "Advertisement" above or below any advertising copy. All advertisements are accepted and published upon the representation that the advertiser is authorized to publish the entire contents and subject matter thereof. In consideration of the publication of the advertisement, the advertiser will indemnify the State Bar of Michigan and its employees, agents and representatives from and against any loss or expense arising out of publication of such advertisement, including, without limitation, those resulting from claims or suits for libel, violation of rights or privacy, plagiarism or copyright infringement. The State Bar reserves the right to repeat the last standing ad or to charge for space reserved if acceptable copy is not received by the deadline.

Unpaid or discounted advertising space will be provided for public service or other advertising at the discretion of the director of communications. Such advertising shall be published on a space-available basis.

The State Bar shall not be liable for failure to furnish advertising space or to publish any advertisement due to strikes, labor disputes, government actions, acts of God, wars, fires, breakdown of equipment, or any other circumstances beyond the control of the State Bar of Michigan.