G. Advertising

General policies

All products published by the Cherokee Phoenix have policies governing the content of paid advertising and the Cherokee Phoenix has had them in place since 2002. The current policies represent a good faith effort to protect the integrity of these products, weed out inaccurate or false claims and ensure that readers have a high level of confidence in the truthfulness of statements contained in our digital and printed publications. The most recent update of those policies are as follows:

The Cherokee Phoenix will examine advertisements before publication to determine if they meet the standards of acceptability that the Cherokee Phoenix has developed.

The Cherokee Phoenix reserves the right to decline any advertising that the Cherokee Phoenix deems misleading, inaccurate or fraudulent; that makes unfair competitive claims; or that fails to comply with its standards of fairness, decency and dignity.

The advertiser will be notified if an advertisement contains statements or illustrations that are not deemed acceptable and that the Cherokee Phoenix thinks should be changed or eliminated. The Cherokee Phoenix will attempt to negotiate changes with the advertiser; however, if changes cannot be negotiated, the advertisement will be declined by the Cherokee Phoenix.

The Cherokee Phoenix maintains clear separation between editorial content and its advertisements. Accordingly, ads that include elements usually associated with the Cherokee Phoenix editorial content will not be accepted (for example, but not limited to: Cherokee Phoenix-style headlines, bylines, news-style column arrangements or typography). Additionally, the Cherokee Phoenix reserves the right to label an advertisement with the word "advertisement" when, in its opinion, this is necessary to make clear the distinction between editorial content and advertising.

Whenever, in the judgment of the Cherokee Phoenix, the credit of the advertiser has been impaired, the Cherokee Phoenix shall have the right to require pre-payment in full by cash or credit card.

The Cherokee Phoenix is not bound by any terms or conditions, printed or otherwise, appearing on advertisers' forms or copy instructions when in conflict with terms and conditions of the Cherokee Phoenix rate cards, Advertising Agreements or policies.

Agents shall be held responsible for payment of invoices for advertising placed by them, on their behalf or on the behalf of their clients. In lieu of agency liability, written communication must be provided by the advertiser assuming responsibility for payment.

Payment terms and conditions

Advertising contracts totaling $500 or less shall be pre-paid only.

Contracts totaling $501 or more shall require that at least the first two insertions of the contract be pre-paid.
All Holiday Guide and Premium advertising must be pre-paid regardless of length and total of contract.

All political advertisements must be pre-paid. Advertisers shall pay for the advertising purchased according to the terms indicated on the Cherokee Phoenix Advertising Agreement that is signed by the Cherokee Phoenix authorized representative and the advertiser prior to the run of any advertisement.

In the event of a billing dispute, the Advertiser must promptly pay all amounts not subject to dispute.

If the Advertiser fails to timely pay as provided for in the Cherokee Phoenix Advertising agreement and invoices/billing statements, the Cherokee Phoenix may reject advertising copy and/or immediately cancel the contract.

Accounts that are 60 days past due will be suspended and all future advertising, even prepaid, will be refused until account is paid in full.

Accounts that are 120 days or more past due will be referred to the Cherokee Nation Attorney General’s office for further collection.

**Political or campaign advertising**

The Cherokee Phoenix does not endorse candidates for political office. We do accept political advertising, as a business transaction, from all candidates for any office. Any advertisement involving a political figure, party, campaign or a ballot issue, regardless of election time, is considered political. The following terms and conditions apply to all political advertisements:

All political ads must be paid in full on or before the published deadline date.

All political advertisements are subject to Open Rates only

Political advertisements are subject to the same advertising policies and deadlines as any other advertisement placed with the Cherokee Phoenix.

All political advertisements must include the following identifying information of the purchaser: The name of the individual(s), entity or organization paying for the advertisement.

Language indicating that the advertisement was ordered and paid for by that individual, entity or organization.

The business or residence address of that entity, organization or individual:

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Ordered and Paid for By:
John Doe for District 1 Tribal Council
111 Nowhere Street
Any Town, OK 12345
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If the advertiser is not the candidate, the advertisement must include language indicating whether or not the advertisement was purchased with the cooperation or prior consent of, or in
consultation with or at the request or suggestion of any candidate, or any person or committee acting on behalf of any candidate:

| Paid For By Jane Doe  
| 111 Nowhere Street  
| Any Town, OK 12345  
| Authorized By John Doe For Tribal Council |

or

| Paid For by John Concerned Citizen  
| 111 Nowhere Street  
| Any Town, OK 12345  
| This advertisement is paid for by a private citizen and was not authorized or approved by any political candidate or committee. |

**Definitions/terminology**

Advertising Agreement – Agreement between the Advertiser and the Cherokee Phoenix to place an advertisement. The Advertising Agreement lists all pertinent advertiser information, the advertisement specifications, terms of the advertisement, agreed upon pricing, discounts and final total and is signed by the advertiser as acknowledgement of all that is listed on the agreement. Advertising Agreements are contracts and the contents of such contracts are confidential.

Broadcast-ready – A radio or video advertisement that has been produced and provided by the advertising client in mpeg or video format that is ready to air “as is” with no modifications or editing required of the Cherokee Phoenix advertising staff.

Call to Action – Portion of a marketing message that attempts to persuade a person to perform a desired action.

Camera-ready – An advertisement that is submitted in jpg, gif, or pdf and formatted to the required advertisement size listed on the signed advertising agreement. A camera ready ad is received in the exact image that the advertisement will be displayed and requires no edits or revisions.

Guaranteed Placement – Placement of an advertisement in a specific section and/or page in the newspaper or within any digital or broadcast product. Guaranteed placement is negotiated in the Advertising Agreement and usually involves an additional fee. The Cherokee Phoenix does not offer specific content-related placement.

Net/30 – specifies that payment shall be received in full within 30 days after services are rendered.

Underwriting – A financial contribution made to public radio in support of specific programming. Underwriting may include the company’s name, products or services, address, telephone number, email address, operating hours, slogans, and background information. However, an underwriting spot cannot include pricing information, qualitative information or what is referred to as “Call to Action” statements.