

SHHA Commercial Advertising Agreement & Policies

October 26, 2026

Sandia Heights Homeowners Association

Commercial Advertising Agreement & Policies

These Commercial Advertising Policies govern advertisements accepted for publication by the Sandia Heights Homeowners Association ("SHHA") in *The GRIT* newsletter and the SHHA Resident Guide and Directory. Submission of an advertisement and payment of the applicable advertising fee constitutes the advertiser's acceptance of these policies.

1. Advertising Eligibility and Acceptance

Commercial advertising rates apply to advertisements placed by businesses, individuals, or organizations for commercial purposes. SHHA determines whether an advertisement is commercial.

All advertising is subject to space availability and acceptance by SHHA. SHHA reserves the right to reject, suspend, or cancel any advertisement that SHHA determines, in its discretion, is inconsistent with the interests of SHHA or its members.

Acceptance of an advertisement does not constitute endorsement by SHHA or its members. Advertisers may not state or imply that SHHA or its members endorse the advertiser, its products, or its services.

2. Advertising Terms and Publication Schedule

Advertising in *The GRIT* is sold on an annual basis and includes placement in each regular issue published during the applicable advertising year, unless otherwise stated on the current rate card.

The GRIT is generally published monthly. SHHA may adjust its publication schedule, including combining, postponing, or omitting an issue. Such a schedule change does not entitle an advertiser to a refund provided that SHHA supplies the number of advertising placements purchased or provides an equivalent credit toward a future advertising term. Advertising in the Resident Guide and Directory consists of one placement in the applicable annual edition.

3. Rates and Payment

Current advertising rates, available sizes, and publication specifications are stated on the applicable SHHA Commercial Advertising Rate Card.

Advertising must be paid in full before publication unless SHHA has approved other arrangements in writing. Payment may be made by check or credit card. Applicable taxes will be added to advertising charges.

SHHA may revise advertising rates upon at least 30 days' notice. A rate change will not affect advertising already purchased and paid for during the current advertising term.

Checks or other payments that are not honored may result in suspension or cancellation of advertising and recovery of reasonable collection costs.

4. Artwork and Deadlines

Advertisers must provide publication-ready artwork conforming to the dimensions and file specifications on the current rate card.

Artwork and requested changes must be received by the applicable advertising deadline. Unless new artwork is received by that deadline, SHHA may continue using the advertiser's most recently approved advertisement.

SHHA is not obligated to design, edit, proofread, or correct advertiser-supplied artwork.

SHHA may make minor technical modifications necessary for publication, including resizing, file conversion, color conversion, or addition of a border, provided those modifications do not materially alter the content of the advertisement.

5. Placement

SHHA determines the placement of advertisements within its publications unless a specific position is expressly sold as part of the advertising purchase.

Specific placement within *The GRIT* is not guaranteed. No adjustment, reinsertion, or refund will be provided because of an advertisement's position within the publication.

6. Advertiser Responsibility and Rights

The advertiser is solely responsible for the accuracy, legality, and content of all submitted advertising materials.

The advertiser represents and warrants that:

- the advertisement does not contain false, misleading, defamatory, unlawful, or infringing material;
- the advertiser has obtained all rights and permissions necessary to publish the submitted text, photographs, illustrations, trademarks, logos, testimonials, and other materials; and
- publication of the advertisement by SHHA will not violate the rights of any third party.

The advertiser grants SHHA a nonexclusive license to reproduce, distribute, display, resize, format, and otherwise technically prepare the advertisement as necessary for publication in SHHA's print and electronic publications and archives.

7. Indemnification

The advertiser agrees to indemnify and hold harmless SHHA and its officers, directors, employees, volunteers, and agents from claims, liabilities, damages, and reasonable costs arising from the content of the advertiser's advertisement, infringement or alleged infringement of third-party rights, or the advertiser's violation of these policies.

8. Errors and Omissions

Advertisers are responsible for errors contained in materials they submit.

If SHHA inadvertently omits an advertisement or materially alters advertiser-supplied artwork in error, SHHA's liability is limited, at SHHA's option, to a replacement placement, advertising credit, or refund of the amount attributable to the affected placement.

SHHA is not liable for indirect, consequential, incidental, or other damages arising from an advertising error, omission, delay, or failure to distribute a publication.

9. Circumstances Beyond SHHA's Control

SHHA is not responsible for delays, nonpublication, or nondistribution resulting from circumstances reasonably beyond its control, including printing, mailing, delivery, technology, or production disruptions.

SHHA will make reasonable efforts to provide an equivalent later placement or credit when an advertisement cannot be published as purchased.

10. Advertiser Cancellation

Cancellation requests must be submitted to SHHA in writing.

Fees attributable to advertisements already published are nonrefundable. For annual advertising canceled before completion of the advertising term, SHHA may refund or credit the unused portion, less any applicable cancellation charge or discount adjustment stated at the time of purchase.

11. Advertising Identified as Editorial Content

Advertising designed in a manner that could reasonably be mistaken for editorial content may be labeled “**Advertisement**” by SHHA.

12. Changes to Policies

SHHA may revise these advertising policies from time to time. Advertising already purchased will remain subject to the policies in effect when the advertising term was purchased unless the advertiser and SHHA agree otherwise in writing.