INTRODUCED 09-12-2017
PUBLIC HEARING 09-26-2017

ORDINANCE #17 – 37

AN ORDINANCE ADOPTING AN ADVERTISING POLICY AND FEE SCHEDULE IN THE BOROUGH OF GLASSBORO

WHEREAS, the Borough of Glassboro wishes to formally establish an Advertising Policy and Fee Schedule to the Borough of Glassboro; and

WHEREAS, the governing body has determined that it is appropriate and important to establish an Advertising Policy and Fee Schedule for the Borough of Glassboro; and

WHEREAS, the governing body has reviewed the attached Advertising Policy and Fee Schedule.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Glassboro, County of Gloucester and State of new Jersey as follows:

1. That the governing body does hereby adopt the attached Advertising Policy and Fee Schedule for the Borough of Glassboro.

ADOPTED at a meeting of the Mayor and Council of the Borough of Glassboro in the County of Gloucester and State of New Jersey on Tuesday, September 12, 2017.

BOROUGH OF GLASSBORO

L J McCabe

LEO J. McCABE, Mayor

ATTEST:

Patricia A. Frontino

PATRICIA A. FRONTINO, Municipal Clerk

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ROLL CALL VOTE

	AYES	NAYS	ABSTAIN	ABSENT
Mr. Cabezas	✓			
Mr. Cossabone	✓			
Mr. D'Alessandro	✓			
Mr. Malandro	✓			
Ms. Miller	✓			
Mr. Wallace	✓			
TALLY:	6	0	0	0

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GLASSBORO ADVERTISING POLICY

For purposes of this policy, "advertising" is understood to be content created by individuals, using accessible, expandable, and upgradable publishing technologies, through and on the Internet. Examples of social media include Glassboro Websites, Apps, Facebook, Google+, blogs, MySpace, RSS, YouTube, Second Life, Twitter, LinkedIn, Delicious, Pinterest, Instagram, Flickr and/or any media now in existence or hereafter developed.

This is to include information, articles, pictures, videos or any other form of communicative advertising content posted on all Borough of Glassboro social media sites and all Glassboro Newsletters, Boro Briefs Newsletters, Spotlight on Glassboro cable television, glassboro.org, way finding signage, all print advertising and all in-app advertising.

1. Potential advertisers must be a business or non-profit currently registered, and in good standing, within the Borough of Glassboro and hold an up-to-date mercantile license within the Borough.

2. Council has sole discretion for determining the types of advertisements which will be accepted and displayed, and under no circumstances shall Council's acceptance of any advertisement be considered an endorsement of the product(s) and/or service(s) advertised or for the entity that manufactures, distributes or promotes such product(s) or services(s).

3. Council will not accept advertisement which, in Council's opinion, is not factually accurate and in good taste. Council will not permit at any time the placement of any advertisement or illegal objectionable products or services. Advertisements must not to contain fraudulent, deceptive or offensive material, including material that misrepresents, ridicules, or attacks an individual or group on the basis of age, color, national origin, race, religion, sex, sexual orientation or handicap.

4. Advertisements must not be related to any of the following:

   A. the use or sale of firearms, weapons, ammunition, or explosives

   B. defamatory content

   C. content must not contain profanity or bad grammar and punctuation. Symbols, numbers, and letters must be used properly.

   D. deceptive, false, or misleading content, including deceptive claims, offers, or business practices

   E. content that is shocking, sensational, disrespectful or excessively violent content

   F. content that demeans, degrades, or shows hate toward a particular race, gender, culture, country, belief, or toward any member of a protected class

G. content must not contain content that exploits controversial political or social issues for commercial purposes.

H. content depicting excessive violence, including the harming of animals

I. any illegal conduct, product, or enterprise.

J. obscene, adult or pornographic content which include nudity, depictions of people in explicit or suggestive positions, or activities that are overly suggestive or sexually provocative

K. content must not promote the sale or use of adult products or services, except for ads for family planning and contraception. Ads for contraceptives must focus on the contraceptive features of the product, and not on sexual pleasure or sexual enhancement, and must be targeted to people 18 years or older.

L. advocacy of imminent lawlessness or violent action

M. content may not promote the sale of spy cams, mobile phone trackers or other hidden surveillance equipment.

N. content must not contain "before-and-after" images or images that contain unexpected or unlikely results. Ad content must not imply or attempt to generate negative self-perception in order to promote diet, weight loss, or other health related products. Ads for health, fitness or weight loss products must be targeted to people 18 years or older. Ads must not promote the sale or use of unsafe supplements, as determined by Council in its sole discretion. Ads that promote acceptable dietary and herbal supplements may only target people who are at least 18 years of age.

O. the improper use or sale of alcoholic beverages. Ads that promote or reference alcohol must comply with all applicable local laws, required or established industry codes, guidelines, licenses and approvals, and include age and audience targeting.

P. content depicting drug use. Ads must not promote the sale or use of illegal, prescription, or recreational drugs.

Q. the use or sale of tobacco products and related paraphernalia

R. any copyrighted material for which the advertiser is not the holder of the copyright or licensed to use content

S. illegal and/or illicit materials

T. content that directs users to phishing links, malware, or similarly harmful codes or sites; and

U. content that deceives users into providing personal information without their knowledge, under false pretenses, or to companies that resell, trade, or otherwise misuse that personal information.

V. get-rich-quick or pyramid schemes or offers or any other deceptive or fraudulent offers

W. content must not contain spyware, malware, or any software that results in an unexpected or deceptive experience. This includes links to sites containing these products. Ads must not direct people to non-functional landing pages. This includes landing page content that interferes with a person's ability to navigate away from the page.

X. content may not promote penny auctions, bidding fee auctions or other similar business models

Y. content must not promote misleading or deceptive services related to student loan consolidation, forgiveness, or refinancing

Z. content must not promote or facilitate online real money gambling, real money games of skill or real money lotteries, including online real money casino, sports books, bingo, or poker, are only allowed with prior written permission. Authorized gambling, games of skill or lottery ads must target people 18 years or older who are in municipalities for which permission has been granted.

- Lotteries run by government entities may advertise with Glassboro, provided the ads are targeted in accordance with applicable law in the jurisdiction in which the ads will be served and only target people in the jurisdiction in which the lottery is available.

5. Each advertisement must clearly identify the advertiser. Any advertisement that could be misconstrued as editorial content will be clearly labeled as an advertisement.

6. Any testimonials and endorsements contained in ads or in an advertiser account must comply with all applicable laws, industry codes, rules, and regulations. For example, a clear and conspicuous disclaimer is required if an endorser's results were atypical or if the endorser was paid.

7. Ads must not contain content leading to external landing pages that provide an unexpected or disruptive experience. This includes misleading ad positioning, such as overly sensationalized headlines, and leading people to landing pages that contain minimal original content and a majority of unrelated or low quality ad content.

8. Council recognizes and maintains a distinct separation between advertising content and editorial and decision-making content. All advertising content shall be clearly and unambiguously identified as such, and Council will not run any advertisement which is not so identified. Additionally, Council retains the right to proscribe the form and substance of all editorial content.

9. Council reserves the right to reject, cancel or remove it anytime any advertisement for any reason and will provide prompt notice to the advertiser upon rejection, cancellation, or removal of any advertisement, together with an explanation following the rejection, cancellation, or removal. Council also reserves the right to determine the appropriate placement of any advertisement.

10. It is the responsibility of the advertiser to comply with all applicable national and international laws, including applicable laws and regulations of regulatory bodies. Council will not monitor compliance with applicable laws and regulations. However, Council reserves the right to review all advertisements for compliance with applicable laws and regulations and, if Council becomes aware of any violation or potential violation of any applicable law or regulation or of these guidelines, Council may remove the advertisement.

11. No advertisement shall be permitted which may injure the good name or reputation of Council.

12. Council reserves the right to revise advertisement rates at any time upon 30 days written notice.

13. Payment for advertising shall be made 30 days before the date that in which advertising is published.

14. Advertiser and its agency shall be jointly and severally liable for the payments of all bills and charges incurred. Advertiser authorizes Council, at its election, to tender any bill to its agency, and such tender shall constitute notice to the advertiser of the bill and such manner of billing shall in no way impair the joint and several liability of the advertiser and its agency. Payment by the advertiser to this agency shall not discharge the advertiser's liability to Council. The rights of Council shall in no way be affected by any dispute or claims as between the advertiser and its agency.

15. Each advertiser and its agency represent and warrant that they are authorized to publish the entire contents and subject matter of the advertisement and that publication by Council will not violate the personal or proprietary Rights of any third-party or any law or governmental regulation. Advertiser and its agency will indemnify and hold Council, its employees and representatives harmless from and against any loss, expense, or liability (including attorney's fees) arising out of the publication or distribution of such advertising, without limitation.

16. Council reserves the right, at its absolute discretion and at any time, to reject any advertisement copy, whether or not the same has already been acknowledged and/or previously published. Advertisements that simulate editorial content must be clearly labeled "ADVERTISEMENT" and Council may, in its sole discretion, so label such copy.

17. In the event (a) advertiser uses or pays for less advertising then agreed upon or the advertiser or its agency otherwise reaches the terms of its agreement, or (b) if it anytime Council and its reasonable judgment determines that the advertiser is not likely to have published the total amount of advertising specified during the term of the agreement, any rate discount will be retroactively nullified and advertiser and its agency will be charged the difference between the rates charged and the rates applicable for the volume of space actually used and paid for, in accordance with applicable rate schedules ("short-rate"). In such event, the advertiser and its agency must reimburse Council for the short-rate within 10 days of Council's invoice and therefore and advertiser will thereafter pay for advertising at the open rate or at the newly determine rate(s), as applicable.

18. Council, at its option, may terminate its relationship with an advertiser and/or it's agency for the breach of any of the terms of this Advertising Policy, it being specifically understood without limitation that failure on the part of either an advertiser or its agency to pay each bill on or before its due date shall constitute a breach. Should Council terminate its relationship with an advertiser and/or agency, all charges incurred together with short-rate charges shall be immediately due and payable.

19. Orders containing terms, rates or conditions or specifying position maybe accepted but such terms or rates, conditions or specifications are not binding unless Council or its designee has specifically agreed to them in writing.

20. Council does not guarantee any given level of circulation or readership.

21. COUNCIL'S LIABILITY FOR FAILURE TO PUBLISH AN ADVERTISEMENT SHALL NOT EXCEED A REFUND OF OR CREDIT FOR COUNCIL'S CHARGE FOR SUCH ADVERTISEMENT. COUNCIL'S LIABILITY FOR ERRORS AND PUBLISHED ADVERTISEMENTS SHALL BE TO PROVIDE ADVERTISER A CREDIT FOR THE ACTUAL SPACE OF THE ERROR IF THE ERROR IS BROUGHT TO THE Council's ATTENTION NO LATER THEN FIVE WORKING DAYS AFTER THE ADVERTISEMENT FIRST APPEARS, UNLESS A PROOF OF THE ADVERTISEMENT WAS PROVIDED TO OR REVIEWED BY THE ADVERTISER OR AGENCY, IN WHICH EVENT Council SHALL HAVE NO LIABILITY.

22. IN NO EVENT SHALL COUNCIL BE LIABLE TO ADVERTISER, AGENCY OR ANY OTHER PARTIES FOR ANY FURTHER DAMAGES OF ANY KIND ARISING FROM ADVERTISER'S PLACEMENT OF ADVERTISING, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS.

23. Advertisements placed by an advertiser may include online advertising to appear on Council's affiliated website, apps, social media and/or any media now in existence or hereafter developed. The terms and conditions of the website's, apps, or social media rate cards apply to such online advertising.

24. The advertiser and its agency recognize that the copyright in any advertisements created by Council is owned by Council. As to all other advertisements, the advertiser and its agency agree that Council has the nonexclusive right, for the full term of copyright, by itself or through third parties, to republish and reuse any advertisements submitted in any form in which the advertisements maybe published or used (in any media now in existence or hereafter developed) in whole or in any part, whether or not combined with materials of others.

25. Council is not responsible for any inadvertent or legally compelled disclosure of advertising information.

26. The foregoing terms (and the terms of the advertising agreement between Council in the advertiser and/or agency, if any) shall govern the relationship between Council and advertiser and its agency. Unless expressly agreed to in writing signed by the Borough Administrator or his//her designee, no other terms and conditions in insertion orders, copy instruction, letters or otherwise will be binding on Council.

27. All advertising positions are at the option of Council and subject to prior requests, guarantees, color and mechanical capacities. Council will consider all position requests. However, no adjustments, refunds or reinsertions will be made because of the position in which an advertisement has been published unless a guaranteed position premium has been paid.

28. No space may be used or resold by the advertiser for the promotion, either directly or indirectly, of any business organization or enterprise other than one conducted by the advertiser.

29. Council reserves the right to place a one point rule around advertisements that are received without a border unless prior arrangements have been made with the Borough Administrator or designee.

30. Council reserves the right to amend this Advertising Policy at any time with a written notice to any affected advertising contractor.

31. Council's contract (on file) granting advertising rights shall include this Advertising Policy as an attachment.

32. The advertiser must comply with the advertising standards set forth in this Advertising Policy, as they may be amended from time to time.

33. Materials will not be returned to an advertiser unless specifically requested in advance of a publication buy advertising. Materials will be discarded after six (6) months.

34. Cancellations in writing must be received no later than three (3) working days after the closing date. Advertisers canceling after the closing date will be billed for space ordered.

35. All Advertisements are subject to The Open Public Records Act (OPRA). Any content maintained in an advertising format that is related to Glassboro business, including a list of subscribers, posted communication, and communication submitted for posting, may be a public record subject to public disclosure.