



## Sample Advertiser Indemnification Clause

Rate cards and advertising contracts also commonly include an indemnification clause that shields the media organization from liability caused by an ad submitted by a third party. An indemnification clause would kick in, for example, were an advertiser to submit an ad that contained an unauthorized celebrity endorsement. In such case, the indemnity clause (or hold harmless agreement) would permit the newspaper to seek reimbursement from the advertiser for any costs and expenses it incurs as a result of a claim or lawsuit brought by the celebrity endorser. (It does not immunize the newspaper from the lawsuit itself.)

The following is a typical indemnification clause:

“The advertiser and advertising agency (if applicable) agree to assume liability, jointly and severally, for the content of any advertisement they have caused to be published in The Student Times and related media (for example, The Student Times Web site and commemorative reprint issues) and any claim arising from such publication, including, but not limited to, claims for libel, invasion of privacy, commercial appropriation of one’s name or likeness, copyright infringement, trademark, trade name or patent infringement, commercial defamation, false advertising, or any other claim whether based in tort or contract, or on account of any state or federal statute, including state and federal deceptive trade practices acts. In addition, the advertiser and advertising agency agree, jointly and severally, to indemnify, defend and hold The Student Times harmless for all claims (whether valid or invalid), lawsuits, judgments, liabilities, damages, losses, costs and expenses of any nature (including the assessment of reasonable attorneys’ fees) resulting from or caused by the publication of any advertisement placed by the advertiser or advertising agency.”

Indemnification provisions generally have survived court challenge. It is doubtful, however, that student media would be indemnified for their own mistakes. For example, if a student advertising staff revises an ad created by a third party and includes unlawful or otherwise harmful material in the copy without the approval or direction of the advertiser, an indemnification clause probably won’t help.