

Kane County Bar Association Advertising Policy

In order to better serve its members, the Kane County Bar Association’s Board of Directors has elected to institute an advertising policy for all Kane County Bar Association publications whether in print or digital form. The KCBA Board of Directors (“KCBA”) intends to promote the general welfare of all KCBA members, and avoid a scintilla of bias, conflict of interest or confusion.

In all matters relating to the interpretation of the following policies and/or their application to advertising, the decision of KCBA will be final and controlling.

1. All advertising is subject to KCBA approval. The KCBA reserves the right to reject any advertising at any time that KCBA in its sole discretion determines is not in keeping with the standards of KCBA set forth in this Policy or any other standards of KCBA. The KCBA authorizes the Executive Director to act on behalf of the KCBA when determining if an advertisement meets the guidelines as stated herein.
2. As a matter of policy, the following are not accepted:
 - a. Advertising for products or services that are illegal or whose movement in interstate commerce is illegal.
 - b. Advertising relating to contests, lotteries, or the offering of prizes based on chance, unless first cleared by the U.S. Postal Service.
 - c. Advertising relating to alcoholic beverages or tobacco products.
 - d. Advertising by or on behalf of political candidates at any level, including, but not limited to, KCBA positions. (For purposes of clarity, ISBA Board of Directors and/or its officers shall not be considered political and may be accepted).
 - e. Advertising advocating positions on political or social issues.
 - f. Advertising any political candidate for local, state or federal office.
3. Advertising is not accepted by which the advertiser violates or may enable another to violate the Illinois Code of Professional Responsibility, the Illinois Rules of Professional Conduct, or the Illinois Code of Judicial Conduct.
4. Advertising is not accepted which is on its face false and/or misleading to the “reasonable reader” of KCBA publications and/or advertising copy for which the advertiser cannot provide factual substantiation or legal authorization from the appropriate jurisdiction when requested and which therefore might be false, misleading and/or violative of the Illinois Rules of Professional Conduct, the Illinois Code of Professional Responsibility, or the Illinois Code of Judicial Conduct.
5. Advertising may not in subject matter, content, material or design jeopardize the mailing status of the publication in which it appears. The KCBA reserves the right to obtain clearance from the U.S. Postal Service.
6. Advertising which by its subject matter or content may imply or lead to an implication of KCBA’s endorsement, recommendation, support, or approval will be accepted if,

as a condition of acceptance, it includes in the advertisement a disclaimer which indicates that the product or service is not endorsed, recommended, supported, or approved by KCBA.

7. Classified advertising is limited to the following matters: lawyer employment opportunities; employment wanted; referral of legal work; sale of used law books; sale of law office equipment or furnishings; law office rental opportunities; and miscellaneous matters involving a time-limited exchange of specific information. Generalized advertising of professional services to lawyers, such as expert witness services, or other advertising that cannot qualify under this standard of advertising, must be purchased at display classified or regular display rates.
8. No unpaid advertising space will be provided for public service or other advertising except:
 - a. Advertising for products and services of the KCBA generated advertising of Association-sponsored products or services, shall be published on a space available basis.
 - b. Email blast advertising (“eblast”) shall be allowed at the discretion of the KCBA as long as such eblast advertisement furthers the interests and the mission of the KCBA or provides a benefit to the public. For clarity purposes examples are listed below, but such listing does not limit the discretion of the KCBA: Expungement Clinic, Illinois Judges’ Foundation, Notices from the Kane County Chief Judge’s Office, Kane County State’s Attorney, Kane County Public Defender and or the Kane County Bar Foundation.
 - c. Not-for-profit entities shall be entitled to a 50% eblast discounts.
9. Advertising rates are subject to change. Please review the Advertising and Specialty Options Rate Sheet (2024 and as amended).
10. If an advertisement offers the sale of a product by mail order, KCBA reserves the right to examine the product a purchaser will receive, but KCBA is not obliged to do so. Examination of the product or publication of the advertisement does not constitute a guarantee or warranty of said product nor the endorsement, recommendation, support or approval of the product by KCBA.
11. All advertisements must be paid in full prior to publication. All eblast advertisements shall include the following language at the top of the eblast ----THIS IS A PAID ADVERTISEMENT---- (14-point font & bolded) and at the bottom of the eblast (10-point font and italicized): *This is a paid marketing membership e-blast. The KCBA reserves the right to approve or refuse submissions for member dissemination. For further details, and advertising opportunities, contact barbriefs@kanecountybar.org.*
12. The KCBA will not be liable for failure to furnish advertising space or to publish any advertisement due to strikes, labor disputes, government action, act of God, war,

fire, breakdown of equipment, or any other circumstances beyond the KCBA's control.

13. Cancellation Policy: Advertisements scheduled for insertion may be cancelled if KCBA is notified in writing by email on or before the copy deadline date of scheduled publication. When an advertiser or its agency cancels all or part of a multiple insertion order or contract, the advertiser or its agency is responsible for payment of the rate differential resulting from such cancellation.
14. Indemnification: The advertiser agrees to pay on behalf of and indemnify the KCBA against any and all liability, loss, or expense (including attorney's fees) arising from claims for libel, unfair competition, unfair trade practice, infringement of trade names or patents, violation of rights of privacy, and infringement of copyrights and propriety rights resulting from the publication by the KCBA of the advertiser's advertisement.

Adopted by the Kane County Bar Association Board of Managers 12.19.2024