RAR Advertising Guidelines/Agreement

Responsibility

The advertiser understands and agrees that it is solely responsible for the content of its advertisement(s) and for complying with the advertising policies of the Richmond Association of REALTORS® (RAR). The advertiser will hold RAR harmless from any liability, claim, judgment or award, as well as attorney's fees and costs, arising from the advertisement.

Advertising Standards

RAR reserves the right to reject any advertisements it deems unsuitable for publication. Advertisers may not promote nor have a picture of any REALTOR® Member in any advertisement. Digital advertising may not link out to any website that promotes and/or contains information about specific real estate brokerage firms. All advertising materials must conform to this policy. If advertising is refused, advertiser may submit revised advertising up until the content deadline. Regardless of whether such revised advertising is submitted, advertiser shall be responsible for payment; credit will not be given for any ads rejected and not published for violation of RAR's advertising policy. This advertising policy may be modified without notice at any time at the sole discretion of RAR.

Accuracy and Disclosure

Advertising must be accurate and disclose all facts that materially affect the reader's conduct or decision. It may not contain (1 misrepresentations or mislead the reader through intentional omission of material information, or other anti-consumer tactics.

Taste and Decency

Advertising must be free of statements, illustrations or implications that are offensive to good taste or decency or that condone or incite violence or encourage unlawful or reprehensible behavior. Advertising shall not offend on the grounds of race, religion, gender, sexual orientation, disability or age, or condone any such form of discrimination. Advertising shall not contain any statement, reference or visual presentation that could have the effect of harming minors (individuals under 18 years of age).

Topics covered must directly pertain to the company represented by the sponsor and/or pertain to the business partnership with REALTORS®. Anti-trust topics must be avoided, including compensation. Please see the Content section for all prohibited advertising categories.

Compliance

All advertisements shall fully comply with the National Association of REALTORS® Code of Ethics and all applicable federal and state laws, including but not limited to all Virginia Real Estate Board regulations and real estate agent and broker licensing laws pursuant to the Code of Virginia.

Correct Use of REALTOR®

REALTOR®, REALTORS® and REALTOR-ASSOCIATE® are collective membership marks that serve to identify members of the local, state and National Associations of REALTORS® and such marks may only be inserted in advertisements at RAR/CVR MLS's sole discretion. When using the term Realtor in advertisements the terms must be all caps with the registered trademark bug. Members are licensed by the National Association to use one or more of the marks in reference to themselves and their real estate business. The term REALTOR® denotes membership, not the job performed by members, and should only be used in contexts that relate to membership. The term REALTOR® should not be used interchangeably with the term "real estate broker" or "agent" or a person who provides those services.

Indemnity

Advertiser hereby agrees to indemnify and hold RAR harmless from any and all liabilities, expenses, actions, claims, judgments or proceedings of every kind and description, absolute and contingent, including attorney's fees, arising or resulting from Advertiser's (i) breach of this Agreement; (ii) publication of any information submitted by Advertiser to RAR; or (iii) copyright infringement or similar act related to the content of any Advertisement.

RAR Advertiser Guidelines/Agreement

Advertising Requirements

RAR agrees to sell and the Advertiser agrees to purchase advertising from time to time upon the terms and conditions set forth herein. Advertiser agrees that all advertising shall be governed in accordance with rules and regulations adopted by RAR, which may be amended from time to time. RAR shall have the absolute right, in its sole discretion, to accept or reject any advertising content it deems objectionable.

Advertiser represents and warrants that all information submitted to RAR for publication shall be true and accurate in every aspect. The words REALTOR® and REALTORS® are collective membership marks that serve to identify members of the local, state and National Association of REALTORS®. Such marks must appear in all capital letters in any advertisement and may only be inserted in advertisements at RAR's sole discretion.

Content

Advertisements in the following categories will be prohibited from advertising with RAR:

• Alcohol • Brokerages, agents, or real estate franchises • Cosmetic surgery/products • Energy supplements • Weapons • Gambling • Legal services that overtly encourage personal injury or compensation claims • Pharmaceuticals • Politics • Pornography • Tobacco • Weight loss • Wrestling

Advertisers **may not** include specific offers of compensation, bonuses or referral fees in advertisements. Advertisers may reference affinity programs and bonuses in general with instructions to contact the Advertiser for program/ compensation details.

RAR Not Liable

If any advertisement contains an error or omission caused in whole or in part by the Advertiser or RAR, the Advertiser shall immediately notify RAR of the error or omission and provide the corrected or omitted information to RAR. If the error or omission was caused by RAR and such error or omission was material to the advertisement, then RAR shall (i) republish the advertisement at no cost to the Advertiser, or (ii) provide a partial or full refund (at RAR's sole discretion) of the advertising fee. Selection of either option (i) or (ii) shall be at the sole discretion of RAR. In no event shall RAR, its subsidiaries, affiliates, officers or directors, be liable for any liquidated, consequential, compensatory or other monetary damages of any kind due to any such error(s) or omission(s) or be compelled to republish a corrected advertisement, if a refund is paid.

Default

In the event of default of payment, RAR may, at its option (i) terminate this Agreement by written notice to Advertiser, (ii) suspend its obligations to place advertising for the Advertiser, or (iii) enforce the terms of this Agreement. If RAR elects to enforce this Agreement, Advertiser shall be liable for all remaining advertising fees outlined in this Agreement. Furthermore, in the event of a default in the payment of any amount due or the performance of any obligation under this Agreement or the rules and regulations established by RAR, Advertiser agrees to pay all court and collection costs and RAR's attorney's fees.

Miscellaneous

1. This Agreement and obligations of the parties shall not be assigned by the Advertiser in whole or in part without the written consent of RAR, which consent shall be at the sole discretion of RAR. For purposes of this Agreement, a sale or transfer to a third party of substantially all of the assets or trade name of the Advertiser shall be deemed an assignment.
2. This Agreement shall be construed pursuant to the laws of the Commonwealth of Virginia.
3. No joint venture, partnership or other joint relationship shall be established in connection with this Agreement or the publication of information by RAR.
4. Advertiser agrees that RAR makes no warranty, express or implied, regarding the contents, accuracy, demographics or effectiveness of Listed, the RAR/CVRMLS web sites or other advertising media.

RAR Advertiser Agreement Continued

Cancellation of Advertising

Advertiser may cancel the advertising set forth on the Advertising order form with thirty (30) days prior written notice to RAR; provided however, Purchaser shall not be entitled to a refund of any payments or fees (including any prepayments) made to RAR for any advertising as a result of such cancellation. Additionally, Purchaser shall pay to RAR at the time the cancellation notice is provided, all outstanding advertising fees due to RAR.

Fee

Advertiser shall refer to the published rates and determine total advertising cost (based on the publication, size, and frequency of the advertisement). The parties agree that the advertising rates in effect at the time of advertisement, including any subsequent advertisements, shall determine the total advertising fee based on the format and frequency of the advertisement(s).

Terms of Payment

Advertiser agrees to pay RAR the total advertising fee(s)**within 30 days of billing**. Any subsequent advertising fee shall be paid in the same manner, unless a different payment option is agreed to in writing by both parties. If the advertising fee is not received by its due date, RAR may, at its sole discretion, remove or suspend any advertisements from its publication(s) until full payment is received. Advertiser understands and agrees that it shall remain liable to RAR for the total advertising fee regardless of whether Advertiser was removed from the publication(s) for nonpayment of the advertising fee(s).

Marketing and Networking (Please read this information carefully)

From time to time other sponsors or even REALTORS® would like a list of our sponsors for marketing or networking purposes. The list would consist of company name, company contact, company address, phone number and email addresses. If you wish to opt out, please let RAR know.