

# E-NEWS ADVERTISING AGREEMENT

Company \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Contact \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

## REQUESTED ADVERTISING SPECIFICATIONS:

Start Month \_\_\_\_\_ End Month \_\_\_\_\_ Click Thru URL Link \_\_\_\_\_

\*Available to Real Estate Service Providers Only

Term Requested:  1-5 Months  6-11 Months  12 Months      Frequency Requested:  Bi-Weekly  Weekly

Cost: \$ \_\_\_\_\_ Total Cost for Contract Period

Print Authorizing Name \_\_\_\_\_ Signature \_\_\_\_\_

## PAYMENT INFORMATION

Payment Method:  Amex  Disc  Visa  MC  Check (# \_\_\_\_\_ ) payable to NVAR

Credit Card # \_\_\_\_\_ Exp. Date \_\_\_\_ / \_\_\_\_      CCV: \_\_\_\_\_

Billing Address (if different) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Print Name on Card \_\_\_\_\_ Signature \_\_\_\_\_

### This Agreement includes these terms and conditions and all other provisions contained on NVAR.com/MarketingKit

1. Advertiser shall provide to NVAR the advertisement (the "Advertisement"), including all necessary artwork, by the due date and in the format set forth on NVAR.com/MarketingKit. In the event that all necessary artwork is not received in time for the due date, NVAR may at its sole option elect to use artwork from previous Advertisements placed by Advertiser (if any). Payments made pursuant to this Agreement are nonrefundable.
2. NVAR accepts advertising on NVAR e-News from companies promoting services to NVAR members. Members consist of real estate brokers, agents and real estate related affiliates. NVAR must approve all advertising prior to publication. NVAR reserves the right to refuse advertising.
3. Advertiser represents and warrants to NVAR that the Advertisement is Advertiser's own original work; that Advertiser is the sole owner of the work and all of the rights herein granted; that the content of the Advertisement does not violate and copyright, trademark, proprietary or personal rights of others; and that the Advertisement is factually accurate and contains no matter defamatory or otherwise unlawful. NVAR may in its sole discretion at any time and for any reason, cancel or refuse any advertisement, regardless of whether such advertisement previously was accepted by NVAR. Advertiser may not assign its rights or obligations hereunder.
4. In no event shall liability of NVAR for publication errors exceed the amount paid by Advertiser for the space occupied by such error.
5. Advertiser shall comply with any and all state or federal laws governing solicitations and individual privacy information in promoting Advertiser's products and services in the execution of this Agreement, including but not limited to, the Controlling the Assault of Non-Solicited Pornography and Marketing Act, and the Telephone Consumer Protection Act (CAN SPAM Act). Advertiser shall indemnify and hold

harmless NVAR, its officers, directors, affiliates, agents and employees for any third-party claims arising out of alleged violations of such laws, including but not limited to damages, liabilities, losses, costs and attorneys' fees and legal expenses.

6. Advertiser hereby agrees that it is and shall be liable for any and all amounts payable to NVAR under this Agreement. All amounts are due and payable by Advertiser in advance of advertisement being placed on the NVAR website or in the NVAR eNews. If Advertiser cancels this Agreement prior to its conclusion, Advertiser shall remain liable to pay to NVAR the full amount due.
7. Advertiser agrees to indemnify NVAR and its officers, directors, agents and employees from and against all liability, including attorneys' fees, for any loss or damage or claims that arise from or are related to the use or publication of the Advertisement, including but not limited to claims for copyright or trademark infringement, unfair competition, defamation, breach of contract, Lanham Act violations, or breach of the representations and warranties provided herein.
8. In the event any collection action, by non-judicial or judicial means, is taken by NVAR against Advertiser to enforce one or more of the terms and conditions of this Agreement, it is agreed that, if NVAR is successful in such collection action, that Advertiser shall pay to NVAR reasonable costs (including reasonable attorneys' fees), expenses, and court costs (if any) incurred by NVAR in pursuing such collection.

### RETURN SIGNED AGREEMENT TO:

NVAR  
attn: Arlene Braithwaite  
8407 Pennell Street | Fairfax, Virginia 22031  
Fax: 703.207.3268 | advertising@nvar.com