



Charlotte Regional Realtor® Association

Advertising/Sponsorship Policies and Guidelines*

Updated June 2, 2011

1. General Policies and Operational Guidelines for all Advertising and Sponsorships
2. Internet Advertising on CarolinaRealtors.com Splash Page
3. External (CarolinaHome.com) and Internal (CarolinaRealtors.com) Internet Advertising
4. Email Blast Advertising: e-Headlines, Mingle Message, New Home Connection
5. Member Event Sponsorships
6. Housing Opportunity Foundation Sponsorships

*These Policies and Guidelines govern all advertising and sponsorships with the Charlotte Regional Realtor® Association, Inc. and all of its affiliated entities (collectively, "CRRA")

1. General Policies and Operational Guidelines for all Advertising and Sponsorships

All advertising and sponsorships will follow the guidelines as set forth and approved by the Charlotte Regional Realtor® Association (CRRA) Board of Directors.

These policies and guidelines (the "Policies") apply to both external and internal website, member publications, email blasts, sponsorships of Member and CRRA events, education, programs and classes.

The organizations affiliated with CRRA include the Charlotte Regional Realtor® Association Housing Opportunity Foundation (the "Foundation"), Mingle School of Real Estate (the "Mingle School") and Carolina Multiple Listing Services, Inc. ("CMLS"). These Policies apply to all advertising and sponsorship with any and all of such organizations.

For the purpose of these Policies, a real estate brokerage firm is defined as the entity under which associated parties list, buy, sell, exchange or invest for a principal on a commission basis without having title to the property.

Advertising is any advertisement, signage, label, packaging, imprint, logo, sales promotion activity or device, public relations material or events, merchandising or other activity or communication that has the purpose of promoting a non-CRRA product, service, event, organization, class or special activity.

Sponsorship is the financial support of a CRRA event, program, class or special activity to the extent that the sponsoring person or organization provides or pays for advertising, promotion, materials, awards and/or other items or services of value associated with such sponsorship.

Builders who are Members of CRRA or represented by a Member of CRRA may advertise to the CRRA Membership under its builder firm name. Non-Member builders will not be able to advertise directly any (paid or sponsored) listing information to the CRRA Membership.

Advertiser/Sponsor also agrees to comply with the CRRA Alcohol Policy, which provides, in part, that at CRRA events where alcohol is served, a maximum of two complimentary drink tickets may be provided to each Member and guest.

Prohibited Advertisements/Sponsorships

(a) The advertisement or promotion of specific properties for sale, exchange, investment, rent or lease, of Member firms, or of individual Members will not be accepted.

(b) Real estate brokerage advertising and real estate brokerage recruitment advertising is strictly prohibited; though real estate brokerages may sponsor certain CRRRA events, and/or pursue brokerage recruitment through Mingle School.

(c) Advertisements or sponsorships from any entity in competition with any program, publication, activity, material, product, or service of CRRRA will not be accepted.

(d) Advertisements or sponsorships that could be perceived to diminish the value of a Realtor[®] or that promote the exclusion of the Realtor[®] from a real estate transaction will not be accepted. Advertisements or sponsorships that promote or facilitate, or that contain links to websites that promote or facilitate, the completion of any real estate transaction without the use of a Realtor[®] will not be accepted.

(e) Advertisements or sponsorships that promote materials, products, or services deemed by CRRRA, in its sole discretion, as inappropriate for any reason, will not be accepted.

(f) Advertisements that contain a link to any website that makes reference to or which promotes pornography, religious or political causes or any other matters that may be deemed offensive, vulgar, obscene or inappropriate by CRRRA, in its sole discretion, or that are prohibited by law, will not be accepted.

(g) Advertisements that pertain to or provide links to any website that references "For Sale By Owner" properties will not be accepted.

DISCLAIMER AND LIMITATION OF LIABILITY

(a) Advertisers/Sponsors shall comply with all applicable state and federal laws, rules and regulations including, but not limited to, all truth-in-advertising laws, which state that advertisements must be truthful and non-deceptive.

- Advertisements must include accurate, factual information.
- Advertisements that include false or misleading information or factual misrepresentations will not be accepted.

(b) The following applies for residential housing (condos and single-family homes), development or project advertisements:

- **As per NCREC**, Chapter 58, Subchapter 58A Sec. A.0105 Advertising: Blind Ads: "A licensee shall not advertise the sale, purchase, exchange, rent or lease of real estate, for another or others, in a manner indicating the offer to sell, purchase, exchange, rent, or lease is being made by the licensee's principal only. Every advertisement shall conspicuously indicate that it is the advertisement of a broker or brokerage firm and shall not be confined to publication of only a post office box number, telephone number, street address, internet Web address or email address."

(c) CRRA does not have a duty to monitor or ensure that any link to any website contained in an advertisement is functional. However, CRRA may review the content of any website contained in an advertisement to determine whether the advertisement complies with these Policies.

(d) Advertisers and Sponsors assume full liability for all content submitted to CRRA or any of its affiliated entities, including but not limited to text, representations and illustrations of advertisements, printed collateral and sponsorship materials.

(e) Advertisers and Sponsors release CRRA and its affiliated entities, officers, directors, employees, agents and Members from any and all liability related to any and all damages, injuries, losses, claims, actions, charges, fees, and lawsuits resulting or arising from any advertisement and/or sponsorship with CRRA.

(f) CRRA, in its sole discretion, reserves the right to reject or cancel any advertisement or sponsorship at any time, for any reason, with or without notice to the Advertiser or Sponsor.

WEBSITE HYPERLINKS IN ADVERTISEMENTS

(a) Advertisers may include up to one (1) hyperlink destination per advertisement. Hyperlinks will open a new browser window.

(b) CRRA makes no guarantee of the number of clicks made on any advertisement's hyperlink.

(c) CRRA makes no guarantee that any website or email blast, including CRRA-related websites, will be operable at all times or at any particular time, or that blasts will go out as scheduled. Possible downtime must be accepted when caused by outages, scheduled maintenance or events beyond CRRA's control such as fires, floods or natural disasters.

(d) While every effort will be made by CRRA to adhere to schedules for website updates and email blasts, CRRA reserves the right to delay schedules on an as-needed basis, and will fulfill agreements as soon as possible.

MISCELLANEOUS

(a) "Realtor[®]" is a federally registered collective membership mark that identifies a real estate professional who is a member of the National Association of Realtors[®] and subscribes to its Code of Ethics. When used, the first "R" in the word Realtor[®] must be capitalized and the federally registered collective membership mark must follow the word with each and every use.

(b) CRRA will interpret and enforce these Policies. Furthermore, CRRA reserves the right to change any Policy or Guideline, at any time, for any reason, without notice to the Advertiser or Sponsor.

(c) CRRA reserves the right to allow any approved Advertiser to buy additional advertising/sponsorship space available, after the deadline has passed, if all advertising/sponsorship spaces have not been sold at that time.

(d) The overall management of advertising and sponsorships shall be conducted under the supervision of the CEO of CRRA and the day-to-day operations shall be carried out by CRRA staff, reporting to the CEO.

(e) CRRA's Publication and Communications Advisory Group shall provide guidance and recommendations to CRRA staff regarding advertising and sponsorship issues. The Advisory Group has the authority to recommend policy, not the authority to establish policy, which authority rests with the CRRA Board of Directors.

(f) A logo used in an advertisement or in connection with an event sponsorship may, by default, carry the name of a Member firm even if the business of the firm extends beyond real estate brokerage. In any case, the advertising message must be clear about what is being advertised and in no way suggest or mention real estate brokerage services as defined in above.

- Example: ABC Realty, Inc.'s business is real estate brokerage, appraising and property management. Because ABC Realty, Inc. also conducts some real estate brokerage as defined in these Policies, ABC Realty Inc.'s logo may be used in the advertisement, but the text in the advertisement must make it clear that it is the non-real estate brokerage business being advertised, such as appraisal or property management.

2. Internet Advertising on CarolinaRealtors.com Splash Page

(a) **Advertising Allowed**

- Affiliate Members
- Businesses appropriate to the real estate industry and any service of a Member firm other than real estate brokerage.
- Officially recognized/slanted state or national-level CRRA candidates as part of their election campaigns.

(b) **Advertising Not Allowed**

- Retail financial institutions advertising real estate or real estate services.

SPECIAL NOTE

If advertising space on CarolinaRealtors.com Splash Page is not sold to at least one Advertiser, the ad space will be filled by LPS/REALM or in-house advertising.

3. External (CarolinaHome.com) and Internal (CarolinaRealtors.com) Internet advertising

- Online advertising (except the CarolinaRealtors.com Splash Page, and New Home Connection and Real Estate Services (working title) pages), is handled exclusively by LPS/Real Estate & Living Media Network subject to these policies.

4. Email Blasts

- No advertising is permitted on the e-Headlines and Mingle Message email blasts.
- Advertising is permitted in the New Home Connection email blast.

5. Member Events (excluding Foundation Events)

Sponsorships Allowed

- Businesses/corporations, builders, developers, communities or developments.
- CRRA Affiliate Member's company products and/or services (e.g., home inspectors, pest inspectors, etc.).
- Member firms' service companies other than brokerage.
- Officially recognized/slotted state- or national-level CRRA candidates as part of their election campaigns.

SPECIAL NOTE

- Sponsorships for the Young Professional Network ("YPN") events are limited to two per year or two total, whichever comes first. After sponsoring two events, the Sponsor must participate in any other CRRA sponsorship/advertising opportunity before again sponsoring a YPN event. At CRRA events where alcohol is served, a maximum of two complimentary drink tickets may be provided to each YPN member and guest.

6. Housing Opportunity Foundation Events

Sponsorships Allowed

- Any individual real estate agent or real estate firm (including CRRA Members and Member firms).
- Association Affiliate Member's company products and/or services (e.g., home inspectors, pest inspectors, etc.).

- Businesses/corporations, builders, developers, communities or developments, or Member firms' service companies (e.g., mortgage division, etc.).
- Retail financial institutions offering real estate or real estate services.
- Officially recognized/slated state or national-level CRRA candidates as part of their election campaigns.

SPECIAL NOTES

- Sponsorships will be noted by name and the font size will be based on level of sponsorship. A Sponsor logo will be used only when appropriate, based on tier levels of sponsorship.
- No Realtor[®] Member firm or firms' service company will be allowed to be a title or signature Sponsor.



Charlotte Regional Realtor® Association

ADVERTISING/SPONSORSHIP CONTRACT

Date: _____

Name of Advertiser/Sponsor:

_____ (“Advertiser/Sponsor”)

Check all appropriate descriptions of advertiser’s/sponsor’s business:

Builder

Developer

Member Firm’s Service

Member Firm

Member/Subscriber

Affiliate Member

Retail Financial Institution

Other _____

If the proposed Advertiser/Sponsor is not a Member or a Member Firm of the Association, does a Member or Member Firm, Member Participant or Subscriber hold any ownership in the Advertiser/Sponsor? Yes No

If yes, please explain ownership relationship.

Mailing Address: _____

City: _____ State: _____ ZIP: _____

Contact: _____ Title: _____

Phone: _____ Fax: _____

Email: _____

This contract is an agreement to the following: (Please complete as appropriate.)

CRRA ORIENTATION SPONSORSHIP:

Date(s) _____ Cost Per Class _____

Cost _____ Comments _____

CONTINUING EDUCATION OR PROFESSIONAL DEVELOPMENT SPONSORSHIP:

Date(s) _____ Cost Per Class _____

Cost _____ Comments _____

REALTOR® HOT TOPICS/BROKER-IN-CHARGE BRIEFING:

Event _____ Date _____

Cost _____ Comments _____

CAROLINAREALTORS.COM SPLASH PAGE ADVERTISING:

Each ad will be allowed only one hyperlink destination. Hyperlinks will open a new browser window.

Date _____ Type of Advertiser _____

Cost _____ Comments _____

EXTERNAL (CAROLINAHOME.COM) AND INTERNAL (CAROLINAREALTORS.COM) INTERNET ADVERTISING

Each ad will be allowed only one hyperlink destination. Hyperlinks will open a new browser window.

Date _____ Type of Advertiser _____

Cost _____ Comments _____

EMAIL BLAST ADVERTISING:

Each ad will be allowed only one hyperlink destination. Hyperlinks will open a new browser window.

Date _____ Type of Advertiser _____

Cost _____ Comments _____

MEMBER EVENT SPONSORSHIP:

Event _____ Type of Sponsor _____

Cost _____ Comments _____

HOUSING OPPORTUNITY FOUNDATION EVENT SPONSORSHIP:

Event _____ Type of Sponsor _____

Cost _____ Comments _____

TOTAL _____ (All rates are net.)

Advertiser/Sponsor must comply, at all times (past, present and future), with the Advertising/Sponsorship Policies and Guidelines (the "Policies") of the Charlotte Regional Realtor® Association, Inc. ("CRRA"), as such may change or be amended, from time to time, without notice to Advertiser/Sponsor.

Unfulfilled advertising contracts will be short-rated to the earned rate. Any cancellations made after the deadline of the publication or advertising will be charged full price. Advertiser/Sponsor agrees to provide materials to CRRA within the specified deadlines. If new materials are not provided or instructions for pickup are not made, CRRA will use the previously used advertisement.

All invoices must be paid in full within fifteen (15) days following receipt.

Advertiser/Sponsor agrees to hold CRRA, its affiliated entities, officers, directors, employees, agents and members harmless from and against any and all liability, costs, expense or damage that may arise out of or result from any misrepresentation, intentional or otherwise, contained in the advertising or any violation of any law resulting from the advertising. Advertiser/Sponsor acknowledges that the form and content of the advertising or sponsorship was provided by it to CRRA and CRRA disclaims any responsibility for all form and content. Advertiser/Sponsor acknowledges that it has read and understands the terms of this Contract. Advertiser/Sponsor also acknowledges that the Policies may change, without notice, from time to time and at any time and that such Policies, when amended, shall immediately apply and be binding upon Advertiser/Sponsor. Advertiser/Sponsor also agrees to comply with the CRRA [Alcohol Policy](http://www.carolinarealtors.com/files/Alcohol%20Policy.pdf) (<http://www.carolinarealtors.com/files/Alcohol%20Policy.pdf>), which provides, in part, that at CRRA events where alcohol is served, a maximum of two complimentary drink tickets may be provided to each Member and guest.

Advertiser/Sponsor shall comply with all applicable state and federal laws, rules and regulations including, but not limited to, all truth-in-advertising laws, which state that advertisements must be truthful and non-deceptive.

- Advertisements must include accurate, factual information.
- Advertisements that include false or misleading information or factual misrepresentations will not be accepted.

The following applies for residential housing (condos or single-family homes), development or project advertisements:

- **As per NCREC**, Chapter 58, Subchapter 58A Sec. A.0105 Advertising: Blind Ads: "A licensee shall not advertise the sale, purchase, exchange, rent or lease of real estate, for another or others, in a manner indicating the offer to sell, purchase, exchange, rent, or lease is being made by the licensee's principal only. Every advertisement shall conspicuously indicate that it is the advertisement of a broker or brokerage firm and shall not be confined to publication of only a post office box number, telephone number, street address, internet Web address or email address."

CRRA does not have a duty to monitor or ensure that a link to any website contained in an advertisement is functional. However, CRRA may review the content of any website contained in an advertisement to determine whether the advertisement complies with these Policies.

Advertiser/Sponsor assumes full liability for all content submitted to CRRA or any of its affiliated entities, including but not limited to text, representations and illustrations of advertisements, printed collateral and sponsorship materials, and releases CRRA and its affiliated entities, officers, directors, employees, agents and Members from any and all liability related to any and all damages, injuries, losses, claims, actions, charges, fees, and lawsuits resulting or arising from any advertisement and/or sponsorship with CRRA.

CRRA, at its sole discretion, reserves the right to reject or cancel any advertisement or sponsorship at any time, for any reason, with or without notice to Advertiser/Sponsor.

For further information, refer to the Advertising/Sponsorship Policies and Guidelines attached and incorporated herein, as such may change from time to time. A current copy of the Advertising/Sponsorship Policies and Guidelines may always be found at <http://www.carolinahome.com/resources/advertisingspon/advertisingspon.aspx>.

Advertiser/Sponsor Company Representative _____

Date _____

Charlotte Regional Realtor® Association Representative _____

Date _____