



Welcome to the VAMA Chapter Network



The Virginia Apartment Management Association
2812 Emerywood Pky., Suite 140
Richmond, VA 23294
(804) 756-VAMA • (804) 756-8210 Fax
www.vamaonline.org

Online Advertising Agreement for WWW.BRAC.COM

This agreement is by and between the Virginia Apartment Management Association (VAMA), dba Blue Ridge Apartment Council (BRAC), and _____, hereinafter referred to as "User". *Print your Owner/Manager Member Company Name Here*

Terms & Conditions:

1. The property must be in good standing with BRAC/VAMA before and during the contract for the property to remain on the website. "Good Standing" means no balance due to BRAC/VAMA over 60 days, for all BRAC/VAMA invoices.
2. **Owner/Manager member company advertising is free for members.** All member company invoices for association related dues/services will be mailed/emailed to the address listed in your www.vamaonline.org membership record.
3. The term of this agreement shall begin on January 1, 2015 or the date that your membership with BRAC/VAMA begins, whichever comes first. The ending date of this contract shall coincide with the term of membership to BRAC/VAMA.
4. The Blue Ridge Apartment Council (BRAC) as a division of the Virginia Apartment Management Association (VAMA), hereinafter referred to as BRAC/VAMA, is the sole owner and operator of this site. All photographs, illustrations, images, text, and software (referred to as "Content") on this site are the property of BRAC/VAMA. All Content on this site is copyrighted as a collective work and/or compilation pursuant to applicable copyright laws, and is protected by law in the United States and internationally, including worldwide copyright laws. No photography, art, or product may be copied, modified, reproduced, republished, uploaded, posted, transmitted, distributed, transferred, sold, or displayed in any manner or form, in whole or part, except as explicitly provided below. Modification of the above mentioned or use of them for any purpose other than those purposes explicitly permitted below is a violation of the copyright and/or other proprietary rights of BRAC/VAMA.
5. The term "User" refers to the member company, not an individual. Any person that a company authorizes to post on their behalf is considered the authorized User for the company and the company is responsible for that user's actions.
6. For the purpose of this contract, a listing is defined as a residential rental unit/unique floor plan that includes at least 1 photo, a price range (minimum of \$200), a property description, and a floor plan description. Additional rules and regulations for advertising a listing on this site are as follows:
 - a. User may not list rent as \$0 or any misleading rental rate. Listings with a rent of less than \$200 will not be visible on the website.
 - b. Rental rates may be listed per bedroom or per unit but may not be listed per person.
 - c. User may only list residential rental dwellings on the website. No commercial listings, parking, storage rentals, etc. are permitted on this website. The intention and purpose of this website is to provide quality residential rental listings.
 - d. All listings on this website must be in accordance with the current Federal and Virginia Fair Housing laws.
 - e. Users may not list multiple listings that are nearly identical or identical. If User has multiple units that are the same or similar floor plan or price range, it may only be listed on the website one time (example: 10 listings for each of the 10 apartments you have available that are the same floor plan and price, or similar range is not permitted).
 - f. User must maintain accurate information on their listings. Posting inaccurate or misleading information will be a violation of this policy. This includes, but is not limited to, inaccurate map locations.
 - g. All listings must include at least 1 photo to ensure valuable listings for our prospective residents. The photo may be interior or exterior but it must be a photo of the property. Company logos will not count as a property photo.
 - h. BRAC/VAMA reserves the right to remove any listing from this site that disrupts the usability or value of the website.
 - i. User agrees to anonymously flag any listing on the website that they find is in violation of this policy. BRAC/VAMA, or an appointee, will review any and all flagged listings to determine if they are, in fact, in violation of the policy.
 - j. If a listing is flagged, BRAC/VAMA (or someone appointed by BRAC/VAMA) will review the flagged listing. If the listing is in violation of the policy, the user will be notified by BRAC/VAMA that they have committed a violation and that they have 24 hours to correct the listing. If the listing is not corrected within 24 hours of notification, BRAC/VAMA may remove the listing from the website. Listings that are in violation of Fair Housing will be removed immediately and the user will be notified.
 - k. BRAC/VAMA reserves the right to revoke advertising privileges of any user that repeatedly violates this policy. You may use the logo of BRAC/VAMA as the prompt for "hot" links from other sites to this site, provided that any such hot link explicitly is conditioned on the user's understanding and agreement that entry into this site, in every instance, is subject to all the terms and conditions of this agreement. All linking to this site must in every instance be directed to the home page of this site. In no instance is linking permitted directly to locations embedded within the site. BRAC/VAMA reserves the right to revoke this limited license to use our logo for purposes of hot linking to this site and may revoke any authority to link to this site at any time and under any conditions deemed appropriate by us, in our sole discretion. In the event of such

** CONTINUED ON REVERSE **



VISIT US ONLINE AT WWW.VAMAONLINE.ORG!



revocation, the linking party shall remove the hypertext link to the website within five (5) days of such revocation. Any such revocation shall be effective upon notification from BRAC/VAMA. The indemnity provisions set forth below applies to any linked site, and any person or entity linking to this site shall indemnify and hold harmless BRAC/VAMA from any claim arising from or relating to the linked site.

- 7. BRAC/VAMA does not accept unsolicited submissions of creative ideas, suggestions, inventions, or materials other than those that we have specifically requested. Because of this, any creative suggestions, ideas, concepts, or other information we receive will become the property of BRAC/VAMA. Any of the aforementioned will not be subject to any obligation of confidence on the part of BRAC/VAMA, and we will not be liable for any use or disclosure of any information. We will own exclusively all now known or later discovered rights to the information and will be entitled to unrestricted use of the information for any purpose, commercial or otherwise, without compensation to you or any other person who submitted the information.
- 8. BRAC/VAMA may terminate this license at any time if, in our sole discretion and judgment, you fail to comply with any term or provision of this agreement. Upon termination, you shall destroy any materials obtained from this site and all copies thereof, whether made under the terms of this agreement or otherwise.
- 9. This agreement shall be governed by and construed in accordance with the laws of the State of Virginia, irrespective of any applicable conflicts of law principles. If any provision of this agreement is ruled to be unlawful, void, or otherwise unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between you and BRAC/VAMA relating to the subject of this site. You agree that no joint venture, partnership, employment or agency relationship exists between you and BRAC/VAMA as a result of this agreement or use of this site.
- 10. You agree to defend, indemnify, and hold harmless BRAC/VAMA, their officers, directors, employees, and agents from and against any claims, actions, or demands, including without limitation reasonable legal and accounting fees, arising from your use of the materials on this site or your breach of the terms of this agreement. BRAC/VAMA shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense and in BRAC/VAMA's discretion, in defending any such claim, suit, or proceeding.
- 11. You are bound by this agreement when you access www.brac.com and until you have destroyed all Content that you have downloaded or copied from our site. You are, in addition, bound by this agreement whether you downloaded or copied the Content under the terms of this agreement or otherwise. Any dispute arising with respect to this agreement shall be resolved by negotiation between the parties or, if necessary, by resort to an appropriate General District or Circuit court located in the city of Charlottesville in the State of Virginia. You expressly waive any right to pursue any claim against BRAC/VAMA relating to this agreement in any forum or venue located outside Virginia. In the event of the filing of any such claim, you stipulate to the transfer of the filing to any appropriate or available forum or court in Virginia, at BRAC/VAMA's sole discretion. In no event shall you be entitled to injunctive or other equitable relief. Use of this site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including, without limitation, this paragraph.
- 12. Upon 30 days notice, BRAC/VAMA may, at its sole discretion, cancel User's current and future advertising and all advertising charges, if applicable, will become immediately due and payable. Claims for billing errors must be made in writing within (30) days after receipt of invoice.
- 13. This signed agreement is due no later than February 28, 2015 or immediately upon joining the BRAC/VAMA chapter, whichever comes first. **Failure to return this signed document will result in the removal of your listings from www.brac.com.**

Agreed:

Owner/Manager Company "User" Representative Signature



BRAC/VAMA Representative

Owner/Manager Company "User" Representative Title

Chief Executive Officer
BRAC/VAMA Representative Title

Owner/Manger Company "User" Name

January 1, 2015
Date

Date

**Please return this signed agreement with your dues payment to:
The Virginia Apartment Management Association
2812 Emerywood Parkway, Suite 140
Richmond, VA 23294**