

## Association Agreement for Use of Consumer Advocacy Data by State and Local REALTOR® Associations

This Agreement is between The National Association of REALTORS® (“NAR”) and the \_\_\_\_\_ (“Association”)  
\_\_\_\_\_  
(Name of Association) State

for the use of certain NAR owned consumer data in connection with an advocacy campaign.  
The advocacy campaign (“Campaign”) is: (brief description)

The campaign will run from (beginning date) \_\_\_\_\_ to \_\_\_\_\_, the end date.

The Association point-of-contact for this campaign is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email \_\_\_\_\_

Office Phone# \_\_\_\_\_ and Mobile Phone # \_\_\_\_\_

The Consumer Advocacy (“Data”) to be used by Association pursuant to this Agreement is the following:

\_\_\_\_\_

1. NAR hereby provides to Association a license to receive and use the Data subject to the terms, conditions, and requirements included in this agreement.
2. The Data may be used solely and exclusively in connection with the Campaign.
3. The Association will operate a website in connection with the Campaign and include on that website one or more a features that collect names, email addresses, and other information from visitors to the site. The Association will display on the Campaign website a Privacy Policy statement approved by NAR (such as the example shown in Attachment 1.
4. The Data may be used by Association only in connection with the Campaign (date of the vote on the issue by ballot or sponsoring governmental body (legislature, agency, etc.).
5. The Data may be used by Association to communicate with consumers included in the Data not more than one time per month during the Campaign, unless NAR expressly agrees otherwise. Where possible the Association will send out all messages to consumers whose name and email is contained in the Data through the NAR or

TargetSmart email system for those individuals in the Association's jurisdiction.

6. Association shall implement and apply security protections to safeguard the Data that are approved by NAR, and which in any event will be no less secure than the Association applies with respect to its most important information and data.
7. To the extent the Association is engaging in the Campaign by participating in a coalition with other parties, (i) the Data will be available for use by the Association or coalition only to the extent Association can confirm that the coalition will use the Data only in the manner provided for Association use as described in this Agreement, and (ii) NAR may require the Association to demonstrate that the coalition employs adequate security and protection of the Data, as determined by NAR in its sole discretion.
8.
  - A. Association shall periodically (including not more than 2 days after the Campaign's mid-point, and not later than 30 days after completion of the Campaign) deliver to NAR such consumer data collected in the campaign in electronic form, by a method and in a format specified by NAR. Association acknowledges that NAR shall exclusively and irrevocably own all right, title, and interest in the data, and Association shall execute any documentation requested by NAR necessary to confirm or transfer such ownership to NAR.
  - B. NAR and its vendor will work with the Association to send out all consumer advocacy messages through the NAR or TargetSmart email system to the names and emails of those individuals in the database who fall into the Association's jurisdiction of the campaign. Association shall pay for all campaign messaging at the discounted rate established by the vendor per 1000 records of use. As of July 31, 2015 that rate is \$5 per 1000, but may be subject to future adjustments. The capture of new consumer names and emails acquired in response to the emails by the Association during the campaign will automatically occur through use by the Association of NAR's vendor (TargetSmart or Blackbaud) software; and/or if Association is using an NAR-constructed website linked to NAR's Realtor Party Hub for the campaign the consumer advocacy data will automatically be captured into the database. The Association captured information will go directly into the NAR database without any effort being required of the Association.
  - C. Associations conducting *on-going legislative and or regulatory campaigns* and not utilizing the NAR web service or Blackbaud software for emailing will electronically send to NAR in the format required by NAR or its agent (vendor), a complete electronic file of all names and emails, including the new consumer advocacy names and emails captured by the campaign at the time on the last day of each quarter in which the campaign operates (March 31, June 31, September 30 and December 31).

- D. Associations conducting *on-going legislative and or regulatory campaigns* and running those messages through NAR and its vendor will automatically have all names captured in the database and will not need to send any e-files.
  
- E. NAR and its vendors will provide the Association with pertinent information needed for the Association to complete campaign reports to state governing and compliance agencies, if any.

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Walter Witek, Senior Vice President  
NAR

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Association Executive

Please return the completed and signed Agreement to: Rick Miller at NAR [rmiller@realtors.org](mailto:rmiller@realtors.org).

# SAMPLE

## Privacy Policy

*Note: This policy is used on NAR's Homeownershipmatters.Realtor site. The site is a consumer facing one where the public may agree to receive further information. This sample is offered to demonstrate a Privacy Policy for consumer outreach.*

The NATIONAL ASSOCIATION OF REALTORS (NAR) recognizes the importance of protecting the personal information you provide to websites owned and/or controlled by NAR. This Privacy Policy explains the collection and use of Personal Identifiable information entered on our Site; what we do to secure the information; and other important matters. By using our Site, you consent to our processing your information as set forth in this Privacy Policy and any amendments thereto.

### 1. Information We Collect

Generally, two types of information are collected from Site visitors, Personal Identifiable Information and Non-identifiable Information.

Personally Identifiable Information is information provided by the user, including but not limited to: your name and residential or business address, and user names and passwords assigned to you as a part of registering to use the site.

Non-identifiable Information is tracking or browser information that may be automatically gathered when you visit the Site or open an email from us, via cookies or otherwise; for example, IP address, browser type and the pages you visit.

### 2. How We Collect Information

A. Through the Registration Process: When you become a registered user of the Site, we may gather the information you provided as part of the registration process, including but not limited to: first name and your ZIP code. We also obtain information regarding your interests as you tell us about your plans and goals for your property through your use of the Your Binder feature, which you may set up as a part of the site.

B. Electronically Through Cookies and Other Means: Cookies are small files that are sent and stored on your computer when you visit our Site or when you open an email from the Site that enable us to recognize your computer the next time you visit the Site. There are two types of cookies, Persistent Cookies and Session Cookies.

Persistent Cookie is a cookie that remains on your computer after you exit your browser and can be used by your browser on future visits to the Site or by third party vendors when you visit certain other websites in order to allow advertisers and content owners to improve your web experience. These cookies may be used to tailor ad content of other sites that you may visit in the future. They may also

collect data such as your browser type, your operating system, web pages visited, time of visits, content viewed, and other clickstream data, none of which will include personal information about you.

Session Cookie is a cookie that is deleted from your computer once you disconnect from, or leave, our Site.

The use of cookies is considered industry standard. However, if your browser permits, you may choose to decline any cookies we use, but note this action may disable portions of our Site. If you want to opt-out of receiving some advertising cookies, you may be able to do so by visiting [http://www.networkadvertising.org/optout\\_nonppii.asp](http://www.networkadvertising.org/optout_nonppii.asp).

Other Means to collect information while you are connected to our Site include Web Beacons and Embedded Scripts.

Web Beacons are electronic images or a web programming code included in our web page that is used for several purposes, including but not limited to: counting visitors to the Site and counting particular articles viewed. Additionally, this code allows us to understand the time and date of when a user has opened an email and when he/she has utilized a link within the email to visit a website, allowing us to collect analytics about our traffic, customize our services, and send you ads about our services. You may also disable our web beacons in our emails by turning images “off” in your email client (e.g., Outlook, Outlook Express). Please see your email client for more information.

Embedded Scripts are programming codes designed to collect information about your use of the Site, including links that you select. This code is only active while you are connected to the site and is deactivated or deleted thereafter.

C. Through Sales Made on the Site: If you purchase products or services from the Site, the information you provide while completing your purchase is used to help us provide the product or service you purchased.

When you purchase a product or service offered by a third party, either via a page on the Site that has our name as well as the third party name and/or logo or through a link to the third party site, your Personal Information may be shared with or collected by a third party. Information provided to the third-party site will be governed by that third-party’s privacy policy.

D. Contests and Sweepstakes: Participation in contests and sweepstakes is voluntary and may require registration. Data you provide for promotions or contests on our Site, which may be sponsored by third parties, may include information about you and how to contact you and that information could be used by us or disclosed to third parties who have sponsored or otherwise contributed to the contest or sweepstakes.

E. Mobile Device Identifiers : Certain mobile service providers identify mobile devices in a unique manner. If you access the Site through a mobile device or a mobile phone number is required for a feature on our Site, we may associate the mobile phone number to mobile device identification information.

### 3. How We Use the Information Collected

We use the information we collect to better serve you and to improve your experience on the Site and to improve the Site and to enable us to continue to deliver customized content on the Site. We

may also use the information to bring to your attention content we believe might be of interest to you and to contact you for promotional or other purposes. In addition, we may also share your information with organizations affiliated with NAR, such as local and state REALTOR® associations, so that they may also provide you content that we believe might be of interest to you.

NAR takes your privacy and your communications preference very seriously. We will not share or sell your email address or other personal information you may provide us in the course of using the site with anyone without your explicit consent except as provided above.

If necessary, we will release Personal Information if it is appropriate to a) comply with the legal process; b) identify, contact or bring legal action against a party(ies), who cause (or we have a good-faith belief will cause) injury to NAR, its employees, Site users or others; or c) otherwise protect the rights, property or personal safety of NAR, its employees, Site users or others.

#### 4. How We Secure the Information Collected

We are concerned about the confidentiality of your Personal Identifiable information and maintain security procedures and standards, which we believe are as safe as today's technology reasonably permits, including the storage of your information on a secured server behind a firewall. We test these procedures and modify them as new technologies become feasible. Unfortunately, no data transmission on the internet is 100% secure and we cannot warrant the security of information received from our Site or information you transmit to the Site.

#### 5. Other Sites, Links and Advertising Banners

Our Site may contain links to other sites and advertising banners, including advertiser sites, news sites or sites by other third parties. Note that a third party will likely have its own policies and rules governing its site that may be different than those outlined in this Privacy Policy for this Site. Please be aware that this Privacy Policy only applies to this Site and we are not responsible for policies and rules for any other sites.

#### 6. To Edit Information About You

You may view, edit or delete information about you by following the instructions on the Site registration page after you log-in.

#### 7. To Opt-In to Receive Information from Us

We utilize a strict Opt-In policy for receipt of our newsletters or other online messages regarding products, services and programs. If you later choose to opt-out, you can change your contact preferences by going to the Your Profile page after you log-in and selecting the contact preferences page to elect the opt-out option.

#### 8. Effective Date and Updates

This Privacy Policy is effective as of the date above and may be updated from time to time by us at our sole discretion. Accordingly, we encourage you to periodically review this Privacy Policy.

#### 9. Inquiries

If you have questions regarding this Privacy Policy, contact us at:

[webmaster@homeownershipmatters.realtor](mailto:webmaster@homeownershipmatters.realtor)