

**RESORT LICENSE AGREEMENT
FOR ASSOCIATION COURSE PROVIDERS**

This License Agreement (the “Agreement”) is entered into as of _____ (“Effective Date”) by and between the National Association of Realtors® (NAR) an Illinois non-profit corporation with its principal place of business at 430 North Michigan Avenue, Chicago, Illinois 60611, and _____ (“Licensee”) with its principal place of business at _____.

I. DEFINITIONS

Resort and Second-Home Markets Property Specialist (RSPS) Certification means the NAR Certification achieved by successfully completing the requirement to obtain the certification and being officially awarded the certification.

Resort and Second-Home Markets Course means NAR’s course designed to teach the essentials of buying, selling, or managing resort properties and second homes for recreation, investment, and development by U.S. and international clients and customers in the United States

Realtor.org is the web site that displays the dates, locations, course providers and other information for the NAR Resort and Second-Home Markets course.

Course Materials means all materials and subsequent updates thereof for the Resort and Second-Home Markets Course, including without limitation, promotional materials, Course outlines, instructor manuals and participant guides, PowerPoint® files and other visuals, exams, answer sheets, student rosters, student evaluation forms, membership certification requirements, and Course presentation policies and procedures.

Resort Course Sponsor Web site (“RCS Web site”) means the Web site on which all Resort and Second-Home Markets Course Materials are available and from which Licensee may download same, pursuant to Section IV, E of this Agreement.

Course means the Resort and Second-Home Markets Course.

Course Schedule means the schedule of courses that NAR Resort posts and maintains at realtor.org.

Discount Period shall have the meaning set forth in Sections II B 4 of this Agreement.

Effective Date shall have the meaning set forth in the introductory paragraph of this Agreement.

Licensee’s Approved Area means the state or province in which Licensee is licensed by law to present the Courses (where so required) and in which Licensee’s primary location is physically located.

Marks means an entity’s name, logo, membership marks, trademarks, trade names and all other branding.

NAR means the National Association of REALTORS®

NAR Resort means the National Association of REALTORS® Resort department.

REALTOR® Family Member means any of the following:

National Association of REALTORS®
Local or State REALTOR® association or board
Any other organization directly affiliated with NAR

NAR Active Instructor List shall have the meaning set forth in Section IV. D. 2.

Successfully Completed, with respect to NAR and Second-Home Markets course, means that the student has attended the Course presentation and passed the examination with a grade of at least 80% or better.

Term means the term of this Agreement, beginning on the date on which Licensee executes this Agreement and ending on the second annual anniversary of such date.

II. NAR COURSE

A. License.

1. NAR hereby grants to Licensee a non-exclusive license to use the copyrighted Course Materials for the Resort and Second-Home Markets Course, and any modifications thereto that are subsequently made by NAR during the Term, strictly in accordance with the terms and conditions set forth herein and for no other purposes. The Resort Course may be presented by Licensee unlimited times during the Term.
2. This license shall be limited to presentations of the Resort and Second-Home Markets course in Licensee's Approved Area, and such other locations as NAR may, in writing, approve in advance of any presentation.
3. This license shall terminate contemporaneously with the expiration or earlier termination of this Agreement.
4. Licensee expressly acknowledges NAR ownership of all right, title and interest, including copyrights, in all of said Course Materials, except where the copyright of another party is expressly noted.
5. Licensee may only use RSPS or NAR Marks in conjunction with its presentation and promotion of the Resort and Second-Home Markets Course or as otherwise approved by NAR.
6. NAR shall notify Licensee if any new course materials become available under this license.

B. Royalty Payments.

1. Licensee shall pay to NAR a royalty of \$30.00 per student for the *Resort and Second-Home Markets Course*. **A ROYALTY PAYMENT IS DUE FOR EACH STUDENT WHO ATTENDS A COURSE, REGARDLESS OF WHETHER HE OR SHE PASSES THE EXAM OR PAYS TUITION TO LICENSEE, UNLESS STUDENT IS AN AUDITING INSTRUCTOR APPROVED BY NAR.**

2. NAR shall determine the royalty fee for new Courses developed by NAR after the execution of this Agreement and shall notify Licensee of the same at the time such NAR courses become available.
3. NAR may increase royalty payments upon sixty (60) days' written notice to Licensee, provided that no such change shall be applicable to Course presentations that Licensee has, at the time Licensee receives notice of the change: (a) already requested that NAR include in its Course Schedule and (b) already promoted to prospective students.
4. NAR may, in its sole discretion and for a stated period of time ("Discount Period"), decrease the royalty payments to be paid by Licensee for the Resort and Second-Home Markets course. NAR shall communicate notice of same, as well as all applicable terms. During the Discount Period, Licensee shall discount the tuition fee students must pay by an amount equal to or greater than the decrease in royalty payments required from Licensee. Upon the conclusion of the Discount Period, the royalty amounts to be paid by Licensee to NAR for future Course presentations shall automatically return to the amounts required before such Discount Period, unless increased pursuant to the terms of Section II. B. 1 above.

C. Certification.

1. NAR shall post certification requirements on www.realtor.org. Licensee shall make all students aware of these requirements in order to earn the RSPS certification.
2. Licensee shall explain to students the application requirements and fees for the RSPS certification.

D. Compliance with Applicable Laws. Licensee shall comply with all applicable local, state and federal laws in its presentation and promotion of the course.

E. Indemnifications. Licensee shall indemnify, defend and hold harmless NAR and its respective officers, directors, members, agents and employees from and against all liabilities, claims, costs and expenses (including attorney's fees), arising out of or in connection with Licensee's presentation or promotion of any Course, including without limitation any allegations of: (1) defamation; (2) noncompliance with Title III of the Americans with Disabilities Act; (3) harassment, unlawful discrimination or other misconduct; (4) infringement of the intellectual property rights of third parties arising from authorized or unauthorized changes made to any Course by Licensee; (5) noncompliance with any applicable local, state and federal laws, including without limitation laws that govern the promotion of Courses by telephone, email and facsimile, and other relevant privacy laws.

NAR shall indemnify, defend and hold harmless Licensee and its respective officers, directors, agents and employees from and against all liabilities, claims, costs and expenses (including attorney's fees), arising out of or in connection with an allegation that the Course, as provided by NAR, infringed the intellectual property rights of third parties or the Course, as provided by NAR, was inaccurate or misleading.

III. LICENSING TERM AND FEES

- A. **License Term:** Licensee shall pay to NAR a license fee (non-refundable and non-transferable) of two-hundred and fifty US dollars (\$250.00 US).
- B. **Payment Terms.** The licensee fee shall be payable by Licensee upon invoice. NAR may terminate this Agreement pursuant to Section VII of this Agreement should NAR not receive the licensing fee within fifteen (15) days after invoicing Licensee for same.

IV. LOGISTICS FOR COURSE

NAR RESERVES THE RIGHT TO UNILATERALLY MODIFY THE OPERATIONAL PROCEDURES SET FORTH IN THIS SECTION IV UPON REASONABLE NOTICE TO LICENSEE, WHICH SHALL INCLUDE, BUT IS NOT LIMITED TO, NOTICE BY EMAIL OR POSTING ON THE RCS WEB SITE.

- A. **Classroom Logistics.** Licensee shall present the Course in a live classroom format only and shall be responsible for all logistical details in connection with said presentation, including, without limitation: (1) classroom set-up and facilities; (2) all audiovisual equipment; and (3) refreshments.
- B. **Americans with Disabilities Act.** Licensee acknowledges that its presentation of the Course is covered by Title III of the Americans with Disabilities Act (“The Act”) and in this connection, warrants that its goods, services, facilities, privileges, advantages and accommodations are and will be in full compliance, to the extent applicable, with the Act and any regulations or guidelines pursuant thereto or as hereafter supplemented or amended. Such compliance shall be inclusive of, but not limited to, accessible and barrier-free meeting and classroom space, and auxiliary aids and/or services reasonably requested by prospective students.
- C. **Course Promotions.**
 - 1. NAR shall post information regarding Course presentations offered by Licensee on www.realtor.org/resort.
 - 2. Licensee shall be responsible for all other promotion, marketing and advertising of its Course presentations and compliance with all local, state and federal laws pertaining to same.
 - 3. Licensee may use any promotional materials that are provided on the RCS Web site, but may make no material modifications of same without NAR prior written approval.
 - 4. Licensee may also, at its own cost, develop its own promotional materials, subject to NAR prior written approval. Said materials shall contain NAR branding and any applicable Partner’s branding, and shall be consistent with all rules for use of NAR Marks that are set forth on the RCS Web site, which shall include logos. Licensee shall seek approval for its promotional materials at least twenty (20) days prior to any deadline Licensee shall require.

D. Instructors.

1. Licensee shall contact, negotiate with, retain and compensate all instructors directly.
2. Licensee shall only engage instructors whose names appear on Active Resort Instructor List, defined as the list of instructors on the RCS Web site, successfully completed any Course they are to be engaged to present, met all re-certification requirements of NAR and not engaged in any of the prohibited conduct set forth in Section IV. D. 6 below.
3. Licensee may recommend an instructor who is not yet on NAR Active Instructor List in writing to become an instructor for the Resort and Second-Home Markets Course presentation. The recommended instructor must meet all of the requirements set forth in Section IV, D, 2 above or as otherwise stated on the Web site. Said sponsor recommendation should be sent to NAR no less than thirty (60) days prior to the date the identified Course is scheduled to be presented.
4. Licensee shall not publicly identify an instructor as the instructor for a Course presentation unless said instructor's name appears on NAR Active Instructor List or NAR otherwise confirms in writing that said instructor is an Active Instructor.
5. NAR may refuse to include an instructor on its Active Instructor List or may remove an instructor from its Active Instructor List for any of the following: (a) failure to abide by the re-certification requirements (b) violating NAR policies; (c) repeated unfavorable evaluations from students; or (c) other good cause as reasonably determined by NAR.
6. Licensee shall notify NAR of any alleged violations of Section 5 above and shall cooperate fully with NAR in any investigations of or disciplinary actions with respect to such violations.
7. If NAR removes an instructor whom Licensee has engaged to teach a scheduled Course from its Active Instructor List, NAR shall promptly contact Licensee to discuss alternative arrangements. NAR shall have the right to require that said instructor not teach the scheduled Course and shall have no financial responsibility with respect to any monies owed by Licensee to said instructor.
8. Licensee shall communicate and enforce all NAR policies regarding instructor certification and recertification, as set forth on the instructor page.

E. Course Materials.

1. Upon execution of this Agreement, Licensee may download, from the RCS Web site, Course Materials for the Resort and Second-Home Markets Course that Licensee is licensed, pursuant to this Agreement, to present.
2. NAR may, from time-to-time, post updated versions of the Course Materials on the RCS Web site and post notice of same. **LICENSEE IS RESPONSIBLE FOR DOWNLOADING AND REPRODUCING THE MOST RECENT VERSION OF ALL COURSE MATERIALS, INCLUDING WITHOUT LIMITATION EXAMS AND MEMBERSHIP REQUIREMENTS, AND MUST CHECK SAID WEB SITE IMMEDIATELY PRIOR TO REPRODUCING ANY COURSE MATERIALS.**

SUCH REPRODUCTION MUST BE DONE AS CLOSE IN TIME TO THE RESPECTIVE COURSE PRESENTATION AS FEASIBLE. NAR SHALL NOT HAVE ANY LIABILITY FOR ANY CONSEQUENCES WHATSOEVER ARISING OUT OF LICENSEE'S FAILURE TO DOWNLOAD THE PROPER VERSION OF COURSE MATERIALS.

3. Licensee may reproduce and distribute said Course Materials for the purposes set forth herein, limited to one copy per instructor and one copy per student registered for the Course presentation. Licensee may not otherwise display, reproduce or distribute the Course Materials without the prior written approval of NAR.
4. Licensee may provide passwords and instructions on downloading the Course Materials only to those persons who are directly involved with the reproduction of the Course Materials and shall be responsible for any misuse of the Course Materials by said persons.
5. Upon expiration or termination of this Agreement, Licensee shall promptly destroy any copies of the Course Materials it has downloaded or reproduced.

F. Restrictions on Modifications and Customizations.

Licensee may make no change, alteration or modification to any Course Materials without the prior written approval of NAR; neither shall it create any derivative works from the Course Materials.

G. Registration and Tuition Fees. Licensee shall register all students for each Course it presents. Licensee may establish and collect tuition fees that it deems appropriate.

H. Exams.

1. No earlier than (fifteen) 15 days before the completion of the Course presentation, Licensee may download the relevant exam, and the answer key from the RCS Web site.
2. Licensee may make a number of copies of the exam equal to the number of students who will be taking the Course and exam.
3. Licensee shall at all times safeguard the integrity of the exam and answer key by keeping all paper copies under lock and key until needed, by password-protecting any electronic files, by not allowing examinees to keep or make copies of the exam or answer key and by taking all reasonable and necessary precautions to keep the exam and answer key secure.
4. Licensee shall grade each exam, pursuant to the then-current answer key provided on the RCS Web site.

I. Post-Exam Responsibilities.

1. Within ten (10) business days after the conclusion of a Course presentation, Licensee shall complete the electronic roster form provided on the RCS Web site and send the roster form electronically to the resort@realtors.org. All students who attended the Course, regardless of whether they passed the exam or not, shall be listed on the roster, which shall include each student's:
 - a. NRDS number

- b. Full name
 - c. City and state
 - d. E-mail address
 - e. Course location
 - f. Course date
 - g. Exam grade (pass or fail)
2. Within ten (10) business days after the conclusion of a Course presentation, Licensee shall provide NAR with:
- a. A student-completed evaluation form (the most current evaluation form from the RCS Web site) for each student and a summary of said evaluations or a mutually agreed-upon equivalent;
 - b. Any other forms or documents that NAR may request.
 - c. An original, graded examination for each student who completed a Course that required an examination; and
 - d. All royalty fees due to NAR for the Course in accordance with Sections II, B and III, B of this Agreement, along with a report setting forth the final accounting. Upon reasonable notice, NAR shall have the right to audit the relevant records of Licensee to verify said accounting.

J. Continuing Education. Licensee shall apply for real estate continuing education credit for the Courses in its Approved Area, if available, and shall maintain records and issue documentation to students for same.

K. Course Cancellations. Immediately upon determining or otherwise becoming aware that a Course presentation will be canceled, Licensee shall inform NAR of such cancellation. Should Licensee cancel any Course presentation for any reason, NAR shall have no responsibility for any financial losses, including without limitation non-refundable airfares or other travel expenses, incurred by students or instructors who were to have attended such Course presentations.

L. Compliance with NAR Bylaws. Licensee acknowledges its obligations as a Member Board under NAR's Bylaws, including but not limited to Article V, Section 10, which addresses: (a) prohibitions related to professional designations and certifications confusingly similar to those available through NAR, REBAC or NAR's Institutes, Societies and Councils and (b) disclosures required when a Member Board directly or indirectly sponsors, endorses, recognizes or awards a professional designation or certification not offered by NAR.

V. NO EXCLUSIVITY

A. Presentations by Others. Licensee acknowledges that the licenses and sublicenses granted under this Agreement are non-exclusive and that NAR, REALTOR® Family Members, proprietary schools, franchisers, and other entities and persons may also be given the rights to present the Courses in Licensee's Approved Area.

- B. Presentations by NAR.** NAR may present and promote alternative presentations of their respective Courses within the Licensee's Approved Area. To the extent commercially reasonable, NAR shall encourage all licensees and Course providers to exercise good business judgment to avoid scheduling Course presentations that conflict with the time, location and audience of other Course presentations.
- C. NAR Advertising/Promotions.** Licensee hereby acknowledges that NAR's advertising and promotion of alternative presentations of the Courses in any print or online publication of NAR or in any other manner whatsoever shall not violate the terms of this license.

VI. TERMINATION

- A. Notice.** NAR may terminate this Agreement with or without cause upon thirty (30) days written notice to Licensee.
- B. Post-Termination.** Upon such termination or expiration of this Agreement, or of any of the licenses or sublicenses herein, Licensee shall immediately discontinue its use of all Course Materials, provided, however, that it may use the relevant Course Materials for already-scheduled Course presentations for which more than five (5) students have already registered, unless NAR notifies Licensee they do not permit such use.

VII. GENERAL PROVISIONS

- A. Relationship Between Parties.** Licensee shall have no authority to bind or commit NAR by promise or representation unless specifically authorized in writing by NAR. Nothing contained herein shall be construed as establishing a joint venture or partnership relationship between Licensee and NAR.
- B. Governing Law.** This Agreement shall be governed by Illinois law without reference to its conflicts of law principles.
- C. Execution.** This Agreement may be signed in counterparts, and a signature sent by facsimile will have the same effect as an original signature.
- D. Notice.** All notices under this Agreement that are required to be in writing shall be addressed as follows:

To Licensee:

To National Association of REALTORS®:

NAR Resort

Attn: Jennifer Rzeszewski, Manager of Global
Education and Membership

430 N. Michigan Avenue

Chicago, IL 60611

Each party may, by written notice, change the address to which its notices are to be sent. Notices that are not expressly required to be in writing, pursuant to this Agreement, may be communicated by email or facsimile.

- E. Waiver.** The failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision or any other provision of this Agreement, nor of the right of any party thereafter to enforce such provision.
- F. Severability.** If any provision of this Agreement is deemed invalid or unenforceable, the other provisions herein shall remain in full force and effect and shall be construed in order to effectuate the purpose and intent of this Agreement.
- G. Assignment.** This Agreement may be assigned by NAR to its successors and assigns and by their successors and assigns. Licensee may assign this Agreement only with the advance written approval of NAR or its successors or assigns.
- H. Entire Agreement and Modification.** This Agreement constitutes the final written expression of the total agreement between the parties regarding the subject matter hereof, and is a complete statement of those terms. It supersedes all understandings and negotiations, whether written or oral, concerning the matters specified herein. No amendment or modification of this Agreement shall be effective or binding upon either party unless it is set forth in writing and signed by both parties, **EXCEPT AS SET FORTH IN SECTION IV ABOVE.**

IN WITNESS WHEREOF, NAR and Licensee, acting through their duly authorized representatives, hereby execute this Agreement.

For Licensee:

Signature
By: _____
Title: _____
Date: _____

For NAR:

Signature
By: _____
Title: _____
Date: _____