

Sponsorship Agreement

This Sponsor's Agreement ("Agreement") is made the _____ day of _____, _____ by and between the Real Estate Buyer's Agent Council ("REBAC"), an Illinois not-for-profit corporation with its principal place of business at 430 North Michigan Avenue, Chicago, Illinois 60611 and _____ ("Sponsor") with its principal place of business at _____.

1. **License.** REBAC hereby grants to Sponsor a non-exclusive license to use the copyrighted course materials ("Course Materials"), which have been developed and are owned by NAR, in connection with Sponsor's presentation of NAR's *Discovering Commercial Real Estate* training course ("Course") to NAR members and non-members. Sponsor expressly acknowledges NAR's ownership of all right, title and interest, including copyrights, in all current and revised Course Materials, except where the copyright of another party is expressly noted. Sponsor shall offer, promote and present the Course in accordance with the following:

a. **Course Presentation and Materials.** Sponsor shall present the Course in a classroom format as designed and specified in the Course facilitator guide ("Facilitator's Guide"). Sponsor shall be responsible for all logistical details in connection with the presentation of the Course, including but not limited to arrangements for facilities/classrooms, audiovisual equipment, and refreshments if any, and shall be responsible for compliance with the Americans with Disabilities Act as specified in Section 7 of this Agreement.

REBAC will provide Sponsor with a master copy of all student and instructor Course Materials that NAR has developed or will develop during the term of this Agreement. Reproduction thereof, in a size equal to the master copy, shall be the responsibility of Sponsor and distribution of same shall be limited to one copy per instructor and registered student per Course presentation.

Sponsor shall immediately make any adjustments, alterations, modifications and enhancements in the Course presentation and/or Course

Materials that REBAC may from time to time require. Sponsor shall make no other adjustments, alterations, modifications or enhancements to the Course Materials, except where the Instructor's Guide expressly indicates that Sponsor may make such adjustments, alternations, modifications or enhancements ("permissible changes") or where such adjustments, alterations, modifications, or enhancements have been approved in advance and in writing by REBAC ("approved changes"). Sponsor hereby grants to REBAC a non-exclusive, perpetual, worldwide, royalty-free license to reproduce, distribute, display, modify and to create derivative works from any permissible changes or approved changes in connection with any presentation of the Course.

b. Course Promotions. Sponsor shall be responsible for the development, implementation and costs of all Course promotions, except as otherwise provided for herein. REALTOR® and *Discovering Commercial Real Estate* identification may be used solely in conjunction with Course promotions.

Sponsor shall provide REBAC, via electronic mail, with a weekly updated listing of all Course presentations that have been scheduled by Sponsor and an electronic mail address where interested parties may inquire about Course presentations.

Sponsor hereby grants REBAC permission to post schedules and other promotional information regarding Sponsor's Course presentations ("promotional information"), separately or together with promotional information about other licensees' Course presentations, on any NAR-sponsored website or in any NAR-sponsored publication.

c. Instructors. Sponsor may only engage instructors who are then authorized by REBAC to teach the Course. A current list of the names of authorized instructors and relevant contact information can be obtained by contacting Dawn Headtke at:

Phone: 312.329.8488

E-mail: dheadtke@realtors.org

REBAC's authorization of any instructor: (i) shall be based solely on the fact that said instructor has completed a *Discovering Commercial Real Estate* train-the-trainer course presented by NAR, REBAC or a REBAC-authorized designee and (ii) shall not constitute any representation or warranty of any kind as to said instructor's skills, qualifications or past, present or future conduct in connection with the presentation of the *Discovering Commercial Real Estate* Course or any other course. Sponsor shall contact, negotiate with, retain and compensate all instructors directly.

d. **Tuition Fees.** Sponsor shall conduct all registration of students and collect tuition fees. Sponsor may establish tuition fees for its students which it deems appropriate.

e. **Non-exclusivity.** Sponsor acknowledges that this license is a non-exclusive license and that other entities and individuals may also be given the rights to present and promote the Course in any area in which Sponsor operates. Furthermore, NAR may itself present and promote the Course within the Licensee's normal area of operation.

2. **Award of Discovering Commercial Real Estate Certificates.**

a. **Eligibility requirements.** Sponsor shall notify all students in writing that the *Discovering Commercial Real Estate* Certificate shall only be awarded upon successful completion of the course.

b. **Delivery of Certificates.** REBAC shall provide Sponsor with copies of *Discovering Commercial Real Estate* Certificates. Sponsor shall print sufficient quantities of Certificates to students who have successfully completed the course.

c. **Course Evaluations** REBAC shall provide Sponsor with a sample Course Evaluation document. Upon completion of the Course presentation, Sponsor shall distribute and collect Instructor Evaluation for their

purposes.

3. Fees.

a. **Licensing Fee.** Sponsor shall pay to REBAC a non-refundable, non-transferable licensing fee (Sponsor Fee) of \$250.00 for the first term of this Agreement, upon execution thereof. If this Agreement shall renew pursuant to the terms specified in Section 6, Sponsor shall pay to REBAC a non-refundable, non-transferable licensing fee of such amount as REBAC, in its sole discretion, shall set prior to renewal. **(This fee is for a two year licensing agreement to be a Course Sponsor).**

4. Other Responsibilities of Sponsor.

Sponsor shall retain Course evaluations for two and one-half (2-1/2) years after each Course presentation and shall send any such documents if and when REBAC so requests. In addition, Sponsor shall provide REBAC with all evaluations of Courses which have been presented using Course Materials which include permissible or approved changes.

Sponsor may, if it so desires, attempt to secure real estate continuing education credit for the Course in its state(s) of operation.

5. Term and Termination. The term of this Agreement shall be for two years and may be renewed by mutual agreement of REBAC and Sponsor. This Agreement may be terminated immediately by REBAC if Sponsor fails to comply with any terms or conditions of this Agreement, including, but not limited to the Americans with Disabilities Act (“the Act”), as specified in Section 7 of this License Agreement.

Within five (5) days of the termination or expiration of this Agreement, Sponsor shall return to REBAC all master copies and reproduction copies of Course Materials and updates.

6. Sponsor hereby acknowledges that NAR is the sole and exclusive owner of the trademark rights in the collective membership marks REALTOR®, REALTORS®, REALTOR-ASSOCIATE® and the REALTORS® Logo (“NAR Marks”). Sponsor shall endeavor to assure that NAR Marks are used only in accordance with the policies and guidelines of NAR relating to such use and, further, that NAR Marks shall never be used interchangeably with “real estate agent” or “real estate broker”, or in any context that suggests that a person may be a REALTOR® without reference to membership status in <http://www.realtor.org/letterlw.nsf/pages/trademarkmanual>.

7. **ADA Compliance.** Sponsor 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 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 requested by prospective students.

Sponsor agrees to indemnify and hold harmless NAR, REBAC, their officers, directors, employees, members and guests from and against any and all claims, damages, losses and expenses, including attorney’s fees and litigation expenses, arising out of or resulting from a breach of the foregoing warranty or alleged noncompliance with Title III of the Act by Sponsor or its employees, representatives, agents, or contractors.

8. **Indemnification.** Sponsor shall defend, indemnify, save and hold harmless NAR, REBAC, their officers, directors, employees and agents against any and all claims, suits, liabilities or expenses (including reasonable attorney’s fees) arising out of or in connection with Sponsor’s promotion or presentation of this Course including, but not limited to (i) REBAC’s posting or publishing of Sponsor’s Course presentation schedule, (ii) any alleged misconduct by any

instructor engaged by Sponsor in connection with the presentation of the Course, and (iii) any dispute between Sponsor and any third party engaged by Sponsor in connection with the Course.

9. General Provisions.

a. Sponsor shall not have any authority to bind or commit REBAC by promise or representation unless specifically authorized in writing by REBAC. Nothing contained herein shall be construed as establishing a joint venture or partnership relationship between Sponsor and REBAC.

b. This Agreement shall be interpreted under the laws of the State of Illinois. It may not be amended or modified except in writing signed by the parties, and constitutes the entire agreement regarding this subject, superseding all written or oral prior agreements.

c. If any term or provision of this Agreement shall be found to be illegal and unenforceable then, notwithstanding, this Agreement shall remain in full force and effect and such terms or provision shall be deemed stricken.

d. This Agreement may be assigned by REBAC to its successors and assigns. This Agreement may be assigned by Sponsor only with the advance written approval of REBAC or its successors or assigns.

Agreed and Accepted

BY

TITLE

DATE

Agreed and Accepted

BY

TITLE

DATE

PAYMENT

TERMS: Payment Due Upon Receipt. *Sponsor License (Good for 2 years from date of issuance. This is ONLY for licensing rights. You must notify REBAC via the Course Notification Form to offer a course.)	\$250	\$250.00
	TOTAL	\$250.00

CHECK (payable to REBAC)