

**SAFETY COURSE AND PRESENTATION LICENSE AGREEMENT
FOR REALTOR® BOARDS AND ASSOCIATIONS**

This License Agreement (the “Agreement”) is entered into as of _____ (“Effective Date”) by and between the Center for Specialized REALTOR® Education (“CSRE”), 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 _____ (jointly, “Parties”).

WHEREAS, CSRE has developed a Course and Presentation as defined below;

WHEREAS, Licensee wishes to present such Course and/or Presentation and has the means, knowledge, and resources necessary to do so; and

WHEREAS, CSRE wishes to License the Course and/or Presentation in furtherance of its mission as a non-profit educational entity;

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

I. DEFINITIONS

Act shall have the meaning set forth in Section IV(B).

Course means the 3-hour *Real Estate Safety Matters* course developed by CSRE.

CSRE means Center for Specialized REALTOR® Education, a wholly owned subsidiary of NAR.

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

Existing Licensees means Licensees that were licensed to offer the Courses during the twelve (12) months prior to the Effective Date.

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

Materials means all materials and subsequent updates thereof for the Course and the one-hour presentation, including without limitation, promotional materials, course outlines, instructor manuals and student manuals, PowerPoint® files and other visuals, exams, answer keys, student rosters, course-instructor evaluation forms, and course presentation policies and procedures.

NAR means the National Association of REALTORS®.

New Licensees means Licensees that were not licensed to offer the Courses during the twelve (12) months prior to the Effective Date.

Presentation means the 1-hour presentation developed by CSRE.

REALTOR® Safety means the safety program and resources administered by NAR.

REBAC means Real Estate Buyer’s Agent Council, a wholly owned subsidiary of NAR.

REBAC Provider means a REALTOR® board or association, proprietary school, or franchise organization that maintains a license with REBAC to present Courses, including the Real Estate Safety Matters course and 1-hour presentation developed by CSRE.

Term means the term of this Agreement, beginning on the date on which Licensee executes this Agreement and ending on December 31, 2018.

II. MATERIALS

A. License.

1. CSRE hereby grants to Licensee a non-exclusive, non-sublicensable, non-transferable license to use the copyrighted Materials, and any modifications thereto that are subsequently made by CSRE during the Term, strictly in accordance with the terms and conditions set forth herein and for no other purposes.
2. This license shall terminate contemporaneously with the expiration or earlier termination of this Agreement.
3. Licensee expressly acknowledges CSRE's ownership of all right, title and interest, including copyrights, in all of said Materials, except where the copyright of another party is expressly noted.

~~B. Royalty/Dues Payment.~~

- ~~1. Licensee shall pay to CSRE a \$10 per student royalty/dues payment for the 3-hour course. A royalty payment is due for each student who attends the 3-hour course.~~

C. Compliance with Applicable Laws. Licensee shall comply with all applicable local, state and federal laws in its offering and promotion of the Course and/or Presentation.

D. Indemnifications.

1. Licensee shall indemnify, defend and hold harmless NAR, CSRE, and their respective officers, directors, members, agents and employees ("Indemnified Parties") from and against all liabilities, claims, costs and expenses (including attorney's fees), arising out of or in connection with Licensee's offering or promotion of the Course and/or Presentation, including without limitation any allegations of: (i) defamation; (ii) noncompliance with Title III of the Americans with Disabilities Act; (iii) harassment, unlawful discrimination or other misconduct; (iv) infringement of the intellectual property rights of third parties arising from authorized or unauthorized changes made to any Course and/or Presentation by Licensee or Instructor; (v) noncompliance with any applicable local, state and federal laws, including without limitation laws that govern the promotion of Course and/or Presentation by telephone, email and facsimile, and other relevant privacy laws; or (vi) inaccuracy or incompleteness in any unauthorized modifications to Course and/or Presentation made by Licensee or Instructor. Licensee shall further indemnify, defend and hold harmless Indemnified Parties from and against all liabilities, claims, costs and expenses (including attorney's fees), arising out of or in connection with any disputes arising from the engagement of instructors pursuant to Section [IV(D)] hereof, including

disputes regarding instructor payments and contracts or other agreements entered into between Licensee and instructors.

2. CSRE 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 and/or Presentation, as provided by CSRE, infringed on the intellectual property rights of third parties or that the Course and/or Presentation, as provided by CSRE, was inaccurate or misleading. This Section I(D)(2) shall not apply, and CSRE shall have no obligations hereunder, for any materials reproduced or used in violation of Section IV(E) "Materials" hereof.

~~III. LICENSE AGREEMENT FEES~~

- ~~A. **For First Twelve Months of Term:** For the first twelve (12) months of the Term, the licensing fee (non-refundable and non-transferable) for New Licensees, as defined in Section I of this Agreement, shall be one thousand US dollars (\$1,000.00 USD). For Existing Licensees, as defined in Section I of this Agreement, the licensing fee for the first twelve (12) months of the Term, shall be reduced to five hundred US dollars (\$500.00 USD).~~
- ~~B. **For Remainder of Term.** For the remainder of the Term, the annual licensing fee (non-refundable and non-transferable) shall be five hundred US dollars (\$500.00 US), to be prorated if the remainder of Term is less or more than twelve (12) months.~~
- ~~C. **Payment Terms.** All licensing fees shall be payable by Licensee upon invoice. CSRE shall terminate this Agreement pursuant to Section VII of this Agreement should CSRE not receive any licensing fee within fifteen (15) days after invoicing Licensee for same.~~

IV. LOGISTICS FOR ALL COURSES AND PRESENTATIONS

CSRE 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.

- A. **Classroom Logistics.** Licensee shall offer the Courses or Presentations 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 offering of the Courses or Presentations 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. **Promotions.**

1. Licensee shall be responsible for all other promotion, marketing and advertising of its Course and/or Presentation and compliance with all local, state and federal laws pertaining to same.
2. Licensee may use any promotional materials that are provided by CSRE, but may make no material modifications of same without CSRE's prior written approval.
3. Licensee may also, at its own cost, develop its own promotional materials.

D. Instructors.

1. Licensee shall only engage instructors whose names appear on the CSRE-Approved Instructor List, defined as the list of instructors at www.realtor.org/SafetyCourse who have signed an Instructor Eligibility Acknowledgment form, submitted a CSRE Safety Course Instructor Application that has been approved by CSRE, and listened to a recorded instructor training Webinar.
2. If the instructor the Licensee wishes to hire is not on the CSRE-Approved Instructor List, Licensee shall identify instructor(s) it wishes to hire and require them to complete the CSRE Safety Course Instructor Application, which can be accessed at www.realtor.org/SafetyCourse, and submit it and other required documentation to CSRE.
3. Licensee shall negotiate with, retain and compensate CSRE-approved instructors directly. In any agreement entered into between Licensee and Instructor or other third parties in furtherance of the Course and/or Presentation, Licensee shall include the following language:

“No Recourse. [Contracting Entity] agrees that all claims, obligations, Losses, or causes of action that may arise under or otherwise be connected with this Agreement may be made only against [Licensee]. The National Association of REALTORS® and the Center for Specialized REALTOR® Education (“Nonparties”) shall have no liability, whether in contract or in tort, in law or in equity, or granted by statute, for any claims, causes of action, obligations, or Losses arising under, out of, in connection with, or related in any manner to this Agreement. To the maximum extent permitted by law, [Contracting Party] hereby waives and releases all such liabilities, claims, causes of action, and obligations against Nonparties.”
4. Licensee may not identify an instructor as the instructor for a Course and/or Presentation until said instructor’s name appears on CSRE-Approved Instructor List or CSRE otherwise confirms in writing that said instructor is approved.
5. CSRE may refuse to include an instructor on its Approved Instructor List or may remove an instructor from the Approved Instructor List for any of the following: (a) failure to abide by any provision in the Instructor Application, whether or not signed by the instructor; (b) violating CSRE policies; (c) unfavorable evaluations from students; or (c) other good cause as reasonably determined by CSRE.

6. Licensee shall notify CSRE of any alleged violations of Section 5 above and shall cooperate fully with CSRE in any investigations of or disciplinary actions with respect to such violations.
7. If CSRE removes an instructor whom Licensee has engaged to teach a scheduled Course and/or Presentation from its Approved Instructor List, CSRE shall promptly contact Licensee to discuss alternative arrangements. CSRE shall have the right to require that said instructor not be allowed to teach the scheduled Course and/or Presentation and shall have no financial responsibility with respect to any monies owed by Licensee to said instructor.

E. Materials.

1. Upon execution of this Agreement, Licensee may download the Materials that Licensee, pursuant to this Agreement, has permission to present.
2. CSRE shall, from time-to-time, post updated versions of the Materials at www.realtor.org/topics/realtor-safety/safety-course-presentation-materials and post notice of same. **LICENSEE IS RESPONSIBLE FOR DOWNLOADING AND REPRODUCING THE MOST RECENT VERSION OF ALL MATERIALS. LICENSEE MUST CHECK SAID WEB SITE IMMEDIATELY PRIOR TO REPRODUCING OR PRESENTING ANY MATERIALS. SUCH REPRODUCTION MUST BE DONE AS CLOSE IN TIME TO THE RESPECTIVE COURSE AND/OR PRESENTATION AS FEASIBLE. CSRE SHALL HAVE NO LIABILITY FOR ANY CONSEQUENCES WHATSOEVER ARISING OUT OF LICENSEE'S FAILURE TO DOWNLOAD THE PROPER VERSION OF MATERIALS.**
3. Licensee may reproduce and distribute said Materials for the purposes set forth herein, limited to one copy per instructor and one copy per student registered for the Course and/or Presentation. Licensee may not otherwise display, reproduce or distribute the Materials without the prior written approval of CSRE.
4. Licensee may provide passwords and instructions on downloading the Materials only to those persons who are directly involved with the reproduction of the Materials and shall be responsible for any misuse of the Materials by said persons.
5. Upon expiration or termination of this Agreement, Licensee shall promptly destroy any copies of the Materials it has downloaded or reproduced.

F. Restrictions on Modifications and Customizations.

1. Licensee may make no change, alteration or modification to any Materials without the prior written approval of CSRE; neither shall it create any derivative works from the Materials.
2. Licensee may make the following changes to the PowerPoint® presentations included in the Materials:
 - a. Cosmetic changes in the colors, fonts and backgrounds used in the slides;
 - b. Functional changes in the way the slides and bullets transition; and

- c. The addition of local and regional examples.

G. Student Registration and Responsibility to Complete Student Roster.

1. Licensee must register students for every presentation of the Course and/or Presentation.
2. All students who attend the Course and/or Presentation must be listed in an electronic roster provided by CSRE, which can be downloaded from www.realtor.org/topics/realtor-safety/safety-course-presentation-materials. The roster must include each student's:
 - a. Course or Presentation (please specify if the student completed the 3-hour Course or 1-hour Presentation)
 - b. NRDS ID number
 - c. First name
 - d. Last name
 - e. Email address

H. Tuition Fees.

1. CSRE encourages Licensee to offer the Course and/or Presentation for free tuition or at cost so that the greatest number of students may register for it.

I. Exam.

1. Materials for the Course include a 20-question multiple-choice exam, which may be administered if state licensing requirements necessitate an exam for continuing education.
2. No earlier than fifteen (15) days before the completion of the Course presentation, Licensee may download the exam and the answer key from www.realtor.org/topics/realtor-safety/safety-course-presentation-materials.
3. Licensee may make copies of the exam, limited to the number of students who will be taking the exam.
4. 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 such other precautions as are necessary to keep the exam and answer key secure.
5. Licensee shall grade each exam, pursuant to the then-current answer key provided on the www.realtor.org/topics/realtor-safety/safety-course-presentation-materials.

J. Post-Course and Presentation Responsibilities.

1. Within ten (10) business days after the conclusion of a Course and/or Presentation, Licensee must complete the electronic roster form provided on www.realtor.org/topics/realtor-safety/safety-course-presentation-materials and email the roster form to CSRE at Safetycourse@realtors.org. All students who attended the Course and/or Presentation shall be listed on the roster.
2. Within ten (10) business days after the conclusion of a Course and/or Presentation, Licensee shall provide CSRE with:

- a. A student-completed instructor-course evaluation form (the most current evaluation form from www.realtor.org/topics/realtor-safety/safety-course-presentation-materials) for each student.
- b. Any other forms or documents that CSRE may request.
- ~~e. All royalties due to CSRE for the Course in accordance with Section II, B of this Agreement, along with a report setting forth the final accounting. Upon reasonable notice, CSRE shall have the right to audit the relevant records of Licensee to verify said accounting.~~

K. Continuing Education. Licensee shall secure real estate continuing education credit for the Course, if available, and shall maintain records and issue documentation to students for same.

L. Cancellations. Immediately upon becoming aware that a Course and/or Presentation is to be canceled, Licensee shall inform CSRE of such cancellation. Should Licensee cancel any Course and/or Presentation for any reason, CSRE shall have no responsibility for any financial losses, including without limitation instructor fees or non-refundable airfares or other travel expenses incurred by students or instructors who were to have attended such Courses and/or Presentations.

V. NO EXCLUSIVITY

A. Presentations by Others. Licensee acknowledges that the licenses granted under this Agreement are non-exclusive and that any REALTOR® association or board in the U.S. or REBAC Provider may also be given the rights to offer the Course and/or Presentation.

B. Presentations by REBAC and REBAC Providers. REBAC and REBAC Providers may promote and offer the Course and/or Presentation. To the extent commercially reasonable, however, REBAC shall encourage all REBAC Providers to exercise good business judgment to avoid scheduling Courses and/or Presentations that conflict with the time, location and audience of other Courses and/or Presentations by Licensees.

C. REBAC and REBAC Provider Advertising/Promotions. Licensee hereby acknowledges that neither REBAC's nor any REBAC Provider's advertising and promotion of alternative offerings of the Courses and/or Presentations in any print or online publication of REBAC or any REBAC Provider, via their websites or at any of their business meetings shall be a violation of the terms of this license.

VI. TERMINATION

A. Notice. CSRE may terminate this Agreement without cause upon thirty (30) days written notice to Licensee, or immediately upon Licensee's breach of any term of this Agreement.

B. Post-Termination. Upon such termination or expiration of this Agreement, Licensee shall immediately discontinue its use of all Materials, provided, however, that, except in the case of termination due to Licensee's breach of this agreement, it may use the relevant Materials for already-scheduled Courses and/or Presentations for which more than five (5) students have already registered.

VII. GENERAL PROVISIONS

- A. Relationship Between Parties.** Licensee shall have no authority to bind or commit CSRE by promise or representation unless specifically authorized in writing by CSRE. Nothing contained herein shall be construed as establishing a joint venture or partnership relationship between Licensee and CSRE.
- B. Trademark.** Licensee 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”), and that CSRE is the sole and exclusive owner of trademark and other rights in certain marks, including “CSRE” and “Center for Specialized REALTOR® Education”. Licensee shall endeavor to assure that NAR Marks and CSRE Marks are used only in accordance with the policies and guidelines of NAR and CSRE 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 NAR. The NAR trademark policies and guidelines are:
<http://www.realtor.org/letterlw.nsf/pages/trademarkmanual>.
- C. Governing Law.** This Agreement shall be governed by Illinois law without reference to its conflicts of law principles.
- D. Execution.** This Agreement may be signed in counterparts, and a signature sent by facsimile will have the same effect as an original signature.
- E. Notice.** All notices under this Agreement that are required to be in writing shall be addressed as follows:

To Licensee:

To CSRE:

Center for Specialized REALTOR® Education
430 N. Michigan Avenue
Chicago, IL 60611

Attn: Andrew Hall

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. Survival. The rights and obligations set forth in the following sections of this Agreement shall remain in effect after termination or expiration hereof:

II(A)(3)
IV(J)
VII

II(D)
V

IV(I)(4)
VI

H. Assignment. This Agreement may be assigned by CSRE to its successors and assigns and by their successors and assigns. Licensee may assign this Agreement only with the advance written approval of CSRE or its successors or assigns.

I. 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, CSRE and Licensee, acting through their duly authorized representatives, hereby execute this Agreement.

For Licensee:

For CSRE:

Signature

Signature

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____