

NATIONAL ASSOCIATION OF REALTORS®
Community & Political Affairs Training
SPONSOR AGREEMENT

This Sponsor's Agreement ("Agreement") is by and between the NATIONAL ASSOCIATION OF REALTORS®, an Illinois not-for-profit corporation which has its principal place of business at 430 North Michigan Avenue, Chicago, Illinois 60611 ("NAR") and the company or individual whose name and contact information appear on the Signature Page of this Agreement designated "Sponsor Contact Information" ("Sponsor").

WHEREAS Sponsor has experience in hosting and promoting courses relevant to real estate professionals and wishes to participate in the delivery of instructional courses regarding employer-assisted housing and expanding housing opportunities ("Classes").

WHEREAS NAR has the authority and wishes to grant a limited license to individuals or entities who qualify as sponsors for hosting and promoting the Classes.

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and adequacy of which are acknowledged, and intending to be legally bound, the parties mutually agree as follows:

1. Authorized Term. Sponsor is authorized to host and promote the Employer-Assisted Housing (EAH) and Expanding Housing Opportunities (EHO) classes provided that Sponsor (i) continues to meet the requirements outlined below, and (ii) completes, signs and returns the Sponsor Agreement to NAR.

2. License. NAR hereby grants to Sponsor a non-exclusive, limited, revocable license to use the copyrighted course materials that have been developed or have been licensed to NAR in connection with Sponsor's presentation of the Classes, including, but not limited to, the participant manuals, PowerPoint slides, CDs, and hand-outs ("Course Materials"). 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 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 Classes within the Licensee's normal area of operation.

3. Class Presentation. Sponsor shall be responsible for all logistical details in connection with the presentation of a Class, 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 8 of this Agreement. Sponsor shall be responsible for the development, implementation, and expense of all Class promotions.

a. Instructors. Sponsor may only engage NAR-authorized instructors to teach a Class. The names and contact information of NAR-authorized instructors are available on Realtor.org . Sponsor shall contact, negotiate with, retain, and compensate all instructors directly.

b. Notification Required. Sponsor must notify NAR of any upcoming Class by completing the “Class Notification Form” available on Realtor.org. Sponsor hereby grants NAR permission to post class schedules and other promotional information regarding the Class on Realtor.org, NAR-sponsored websites, or in any NAR-sponsored publication.

c. Tuition Fees. Sponsor shall conduct all registration of students and collect tuition fees, if any. Sponsor may establish tuition fees for its students at Sponsor’s discretion.

d. CE Credit. Sponsor may apply to secure real estate continuing education credit (CE Credit) for the Class in its state(s) of operation. Sponsor may receive a Class outline and other materials by emailing a request to eah@realtors.org or eho@realtors.org.

4. Course Materials. NAR shall provide Sponsor with online access to digital files of the Course Materials needed throughout the term of this Agreement. Following the termination of this contract, Sponsor shall destroy all unused Course Materials .

a. Editing Prohibited. Sponsor shall not alter the Class curriculum or Course Materials, including but not limited to the manuals, guides, and PowerPoint slides, without prior written approval from NAR.

b. Course Materials Dissemination. To receive Course Materials, Sponsor must complete the “Class Notification Form” available on Realtor.org. NAR will then provide the sponsor with instructions to download the Participant Manual and any related files . Sponsors may make copies of the files in an amount equal to the number of students attending the class.

5. REALTOR® Trademarks.

a. 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 REALTOR® logo (“the Marks”). Sponsor shall endeavor to assure that the Marks are used, both written and orally, only in accordance with NAR’s policies and guidelines regarding such use and, further, that the Marks shall never be used interchangeably with “real estate agent” or “real estate broker” or “broker” in any context that suggests that a person may be a REALTOR® without reference to membership status in NATIONAL ASSOCIATION OF REALTORS®. NAR’s policies and guidelines are located in the Membership Marks Manual available on NAR’s website at: <http://www.realtor.org/letterlw.nsf/pages/trademarkmanual>. Sponsor’s use of NAR’s Marks in promotions or otherwise is subject to approval by NAR.

b. Sponsor hereby acknowledges that NAR is the sole and exclusive owner of the trademark rights in the Employer-Assisted Housing class marketing materials. Sponsor shall endeavor to assure that the Employer-Assisted Housing class marketing materials are used, both written and orally, only in accordance with NAR’s policy regarding such use and/or with approval from NAR.

6. Other Responsibilities of Sponsor.

- a. Roster.** Sponsor must provide to NAR a copy of the roster of students who have successfully completed the Class, along with their company name, address, NRDs #, if applicable, and e-mail address.
- b. Evaluations.** Sponsor shall distribute, collect, and deliver to NAR copies of the evaluations from students who have successfully completed the Class.

7. Termination. This Agreement may be terminated immediately by NAR if Sponsor fails to comply with any terms or conditions of this Agreement, including, but not limited to the in the requirements in Sections 4 and 8 of this Agreement.

8. ADA Compliance. Sponsor acknowledges that its presentation of the Class is covered by Title III of the Americans with Disabilities Act (“ADA”) and in this connection, warrants that its goods, services, facilities, privileges, advantages and accommodations are in full compliance, to the extent applicable, with the ADA 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.

9. Indemnification. Sponsor shall defend, indemnify, save, and hold harmless NAR and its officers, directors, employees and agents against any and all third-party claims, suits, liabilities or expenses, including reasonable attorney's fees, arising out of or in connection with Sponsor's negligent act or omission concerning the promotion or presentation of the Class.

10. General Provisions.

a. This Agreement imposes an independent contractor relationship between the parties. Nothing contained herein shall be construed as establishing an employment relationship, joint venture, or partnership between Sponsor and NAR. Sponsor shall not have any authority to bind or commit NAR by promise or representation unless specifically authorized in writing by NAR.

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

Sponsor Contact Information

Sponsor Name: _____

NAR Association ID (if applicable): _____

Sponsor Address: _____

City: _____ State: _____ Zip: _____

Sponsor Representative First Name: _____

Sponsor Representative Last Name: _____

Phone: _____ Fax: _____

Email: _____

Please represent and acknowledge that you have read and understood the above terms and that you are duly authorized to bind Sponsor to this Agreement by signing below and returning a signed copy to NAR.

Name: _____

(Please print name)

Accepted by: _____

(Please sign name)

Date: _____

**National Association of REALTORS®
ATTN: Community Outreach Classes
500 New Jersey Avenue, NW
Washington, DC 20001**

OR email to:

eah@realtors.org or eho@realtors.org