

AT HOME WITH DIVERSITY[®]
SPONSOR'S AGREEMENT

This Sponsor's Agreement ("Agreement") is made the _____ day of _____, _____ 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 _____
("Sponsor"... name of organization)

of _____
(street address, city, state, zip)

Course contact name: _____ phone: _____ e-mail: _____

WHEREAS, NAR is committed to promoting the right of persons to own, transfer and use real estate and housing free from discrimination based on race, color, national origin, religion, sex, handicap or familial status and to the right of real estate professionals to engage freely in real estate related transactions based on the principles of the Fair Housing Act;

WHEREAS, NAR and the US Department of Housing ("HUD") have undertaken a joint effort, which is based on their shared support of the concept of One America, an America free of discrimination, open to cultural diversity, with equal opportunity for all ("*One America*") and is directed towards encouraging business practices in the real estate industry that embody *One America* principles;

WHEREAS, a significant initiative of this joint effort is the development of a certification program for real estate professionals who are educated about and committed to the *One America* concept ("*At Home With Diversity[®]*"); and

WHEREAS Sponsor has experience in presenting and promoting courses relevant to real estate professionals and wishes to participate in the delivery of the *At Home With DiversitySM* educational component;

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. License. NAR 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 *At Home With Diversity[®]* 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.

NAR 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 make any adjustments, alterations, modifications and enhancements in the Course presentation and/or Course Materials that NAR 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, alterations, modifications or enhancements ("permissible changes") or where such adjustments, alterations, modifications, or enhancements have been approved in advance and in writing by NAR ("approved changes"). Sponsor hereby grants to NAR a non-exclusive, 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 *At Home With Diversity*® identification may be used solely in conjunction with Course promotions.

Sponsor shall provide NAR, 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 NAR 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. Sponsor further grants NAR permission to provide said promotional information to HUD for posting in any HUD-related online or print publication.

c. Instructors. Sponsor may only engage instructors who are then authorized by NAR to teach the Course. A current list of the names of authorized instructors and relevant contact information can be obtained on NAR's realtor.org/diversity website or by contacting NAR at:

Phone: 202-383-1201
Fax: 202-383-7580
E-mail: diversity@realtors.org

NAR's authorization of any instructor: (i) shall be based solely on the fact that said instructor has completed an *At Home With Diversity*® train-the-trainer course presented by NAR or an NAR-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 *At Home With Diversity*® 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, provided that Sponsor shall pay NAR the Course Fee as specified in Section 3(c) of this Agreement.

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 *At Home With Diversity*[®] Certificates.

a. Eligibility requirements. Sponsor shall notify all students in writing that the *At Home With Diversity*[®] Certificate shall only be awarded upon:

(i) Successful completion of the Course;

(ii) Execution of the NAR Affidavit (attached as Exhibit A), which sets forth the eligibility requirements for the *At Home With Diversity*[®] Certificate as agreed upon by NAR and HUD; and

(iii) Execution of the NAR License Agreement (attached as Exhibit B), which sets forth the permissible uses of and restrictions for the *At Home With Diversity*[®] Certificate and REALTOR[®], and *At Home With Diversity*[®] marks and logos.

b. Affidavits, Applicant License Agreements and Certificates. NAR shall provide Sponsor with copies of the NAR Affidavits and License Agreements and hard-copy originals of *At Home With Diversity*[®] Certificates (attached as Exhibit C). Sponsor shall print sufficient quantities of the Affidavits and License Agreements in the NAR-specified format and size and shall award the *At Home With Diversity*[®] Certificates (Exhibit C) to students who have successfully completed the course and signed the Affidavit (Exhibit A) and License Agreement (Exhibit B).

No later than ten (10) business days before each Course presentation, Sponsor shall order *At Home with Diversity*[®] Certificates. Prior to the Course presentation, NAR will provide Sponsor with member and non-member *At Home With Diversity*[®] Certificates as ordered. If the Sponsor chooses to accept registrants within ten (10) business days before a Course presentation, NAR shall provide Sponsor with *At Home With Diversity*[®] Certificates for such students within seven (7) business days of receipt of order.

Sponsor shall deliver *At Home With Diversity*[®] Certificates to eligible students, per Sections (i) and (ii) above, either by hand upon completion of the Course, or, in the case of any late registrants, by US mail.

c. Completion Letters for those involved in fair housing investigations. Upon completion of the Course presentation, Sponsor shall issue dated letters acknowledging Course completion to those students who have successfully completed the Course, but cannot make the declarations contained in the Affidavits ("Completion Letters"). NAR will honor said Completion Letters by issuing *At Home With Diversity*[®] Certificates to any student who submits a Completion Letter and executes the appropriate Affidavit and License Agreement within two years after the date of the Completion Letter.

3. Fees.

a. Licensing Fee. Sponsor shall pay to NAR a non-refundable, non-transferable licensing fee (Sponsor Fee) of \$150.00 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 NAR a non-refundable, non-transferable licensing fee of such amount as NAR, in its sole discretion, shall set prior to renewal. (This fee is for a two year licensing agreement to be a Course Sponsor and does not include the fee for offering the Course each time. See Schedule 1)

b. Course Fees. Within ten (10) days after the completion of each Course presentation, Sponsor shall pay NAR the Course fees which are specified on Schedule 1 (attached hereto and hereby made a part of this Agreement) and which may be modified by NAR from time to time upon sixty (60) days written notice to Sponsor.

4. Other Responsibilities of Sponsor. Sponsor shall, at the time Course fees are sent to NAR pursuant to Section 3(b) of this License Agreement, provide NAR with an alphabetical roster of students who have successfully completed the Course, including such information as NAR may require and in such format as NAR may require.

Sponsor shall retain paper originals of the Affidavits, License Agreements, Completion Letters and Course evaluations for two and one-half (2-1/2) years after each Course presentation and shall send any such documents if and when NAR so requests. In addition, Sponsor shall provide NAR 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. HUD Staff Members. Two (2) HUD staff members (or more, at Sponsor's discretion) shall be allowed to participate in each Course presentation free of charge and shall, free of charge, receive all Course Materials available to other Course students. HUD staff members will identify themselves as HUD staff members when registering for the Course and will provide identification upon Sponsor's request. Sponsor shall provide NAR, at the time it sends NAR other registration information as specified in Section 4 of this Agreement, with the names and addresses of each HUD staff member who participates in each Course presentation.

6. Term and Termination. The term of this Agreement shall be for two years and may be renewed by mutual agreement of NAR and Sponsor. 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 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 NAR all master copies and reproduction copies of Course Materials and updates, as well as all completed copies of Affidavits, License Agreements and Completion Letters. Within ten (10) days of the termination/expiration of this Agreement, Sponsor shall also provide NAR with final Course fees and a final accounting, pursuant to Sections 3(b) and 4 of this Agreement.

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, its 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 and its 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 NAR's posting or publishing of Sponsor's Course presentation schedule and any alleged misconduct by any instructor engaged by Sponsor in connection with the presentation of the Course.

9. General Provisions.

a. Sponsor shall not have any 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 Sponsor and 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.

Agreed and Accepted

For Sponsor:

By: _____

Title: _____

Date: _____

For NAR:

By: _____

Title: _____

Date: _____

SCHEDULE 1

***At Home with Diversity*[®]**

COURSE FEES

As of May 2005

(Subject to modification by NAR upon 60 days written notice)

At Home with Diversity Certificate COURSE FEE: (This fee is charged each time you offer the Course. It is in addition to the SPONSORSHIP FEE that you pay upon becoming a Sponsor.)	Quantity	Price	Total
<p>Certificate COURSE FEE - includes session 1 (Core), & session 2 (Diversity Planning). Fee includes course supplies</p> <p>(Each class offering must be registered with NAR. Please call 1(800) 874-6500 x1201 when you are ready to register your course and order supplies. Supplies are included with your COURSE FEE and include certificates, logo slicks and pins, and must be ordered on a per class basis - no advanced orders)</p>	1	\$150	\$ 150
		Total:	\$ 150.00