

AT HOME WITH DIVERSITY[®] SPONSORSHIP AGREEMENT



This Sponsor's Agreement ("Agreement") is made the _____ ("Effective Date") 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)

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 Diversity*SM 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 www.nar.realtor/ahwd website or by contacting NAR at:

Phone: 312-329-8393

E-mail: ahwd@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*® instructor training 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. **Awarding of the *At Home With Diversity*[®] Certification.**

- 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) Applicants must be in good standing with National Association of REALTORS
 - (iii) Applicants must agree to the *At Home With Diversity*[®] Affidavit and License Agreement on page two of the *At Home With Diversity* certification application
 - (iv) Submission of the AHWD Certification Application with one-time fee of \$75.
 - (v) NAR successfully processes application and payment and notifies applicant.
- b. **Affidavits, Applicant License Agreements and Certificates.** NAR shall provide copies of AHWD Certification Kit (AHWD Certificates and AHWD pin) via mail within 6 weeks of processing the AHWD Certification Application and \$75 application fee from the student.
- 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 of **\$150.00 ("Sponsor Fee") for the first term of this Agreement**, upon execution thereof. If this Agreement shall renew pursuant to the terms specified in Section 5, 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. **(The Sponsor Fee is for a two-year licensing agreement to be a Course Sponsor and does not include the royalty fees for offering the Course each time, which is outlined below.)**



- b. **Course Fees.** Sponsor shall pay NAR a course fee of \$30 per student in each Course presentation. Sponsor shall pay all course fees to NAR within ten (10) days after the completion of each Course presentation and course fees 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 electronic roster of students who have successfully completed the Course, including such information as NAR may require and in such format as NAR may require.

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. **Terms and Termination.**

The term of this Agreement shall be for two (2) years from the Effective Date and may be renewed by mutual written 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 6 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. 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.

6. **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.



7. 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.

8. 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. Sponsor can assign this Agreement only with the advance written approval of NAR or its successors or assigns

PAYMENT INFORMATION

There is a one-time application fee of \$150 to become an At Home With Diversity AHWD Course Sponsor for 2 years.

Check
Make checks payable to NAR. *Please mail application and check to:*
National Association of REALTORS®
Attn: AHWD
430 N. Michigan Ave
Chicago, IL 60611

Credit/Debit Card Payment
Available through NAR's E-Commerce Network.
Call (312) 329-8393 for assistance.

Agreed and Accepted

For Sponsor:

By: _____

Title: _____

Date: _____

For NAR:

By: _____

Title: _____

Date: _____

