



**REALTORS® LAND INSTITUTE
2019 Chapter Course License Agreement**

The REALTORS® Land Institute (RLI), an Illinois non-profit corporation, having its principal place of business at 430 North Michigan Avenue, Chicago, Illinois 60611, and _____, (“Licensee”), having its principal place of business at _____, agree to the following terms and conditions and mutual rights and obligations of the parties hereto, effective _____, 2018. This agreement is for official RLI chapters. These chapters are required to meet certain criteria set forth by RLI.

- 1) **LICENSEE.** RLI hereby grants to Licensee, an official RLI chapter, a non-exclusive license to use the copyrighted course materials (the “Course”) developed and owned by RLI in connection with Licensee's presentation of the educational program that leads to RLI's Accredited Land Consultant (“ALC”) designation and the presentation of such other RLI courses as the parties mutually specify in writing. Licensee expressly acknowledges RLI's ownership of all right, title and interest, including copyrights, in all Course Materials, except where the copyright of another party is expressly noted. Licensee may not translate, reproduce, display, distribute, modify or otherwise use said Course Materials except as expressly provided hereunder. No License will be granted if royalty payments from previously-approved courses are outstanding.
- 2) **RESPONSIBILITIES.** Licensee shall schedule, present, provide materials, promote, and administer the Course in accordance with the following:
 - a) **Course Scheduling.** Upon scheduling courses, Licensees shall input the relevant information: date, location, contact person, phone number, registration directions, and instructor name, to the Chapter Portal of the RLI website. A \$250 non-refundable scheduling deposit must be remitted to RLI before course can be approved.
 - b) **Course Presentation.** Licensee shall be responsible for managing logistical details and for all related costs incurred in connection with the Course, including but not limited to arrangements for facilities/classrooms, instructors, audiovisual equipment, and refreshments, and shall be responsible for compliance with all relevant local laws, including without limitation any laws that provide for accessibility and the provision of auxiliary aids for students with disabilities.
 - c) **Course Materials.** RLI will provide Licensee with an electronic master copy of all student and instructor Course Materials for this Course. Reproduction and distribution thereof shall be the responsibility of Licensee.
 - d) **Course Promotion, Marketing and Advertising Materials**
 - i) The Licensee shall
 - Promote, market and advertise using the Course information provided by the RLI including the official course name and course description.
 - Seek RLI's approval on said promotion, marketing, and advertising prior to its being distributed. RLI's identification and Accredited Land Consultant (ALC) identification, including names and logos, may be used solely in conjunction with Course promotion, marketing and advertising. All logo use should comply with the set Visual Standards Guidelines set out by national.

- Clearly indicate on all promotional material that the courses are RLI's LANDU courses. The courses shall not be promoted or marketed in conjunction with organizations or designations that can be construed as being directly competitive in nature to RLI.
- Licensee shall place the RLI logo with a link to the RLI website or the RLI website address on all promotional and marketing materials and on its website.

ii) REALTORS® Land Institute, upon receiving the \$250 course deposit, shall:

- Post on the RLI website information about the courses, the course schedules, registration contact, and the ALC designation requirements.
- Post the Course in its print and electronic member communications, as available.

3) COURSE OVERVIEW

At the beginning of each course, the Licensee will facilitate a presentation to course participants explaining RLI's mission, membership benefits, and ALC Designation. Marketing materials will be distributed electronically by RLI to the Licensee to be printed and displayed on the registration table and distributed to course participants. This material will include information pertaining to dues, the ALC requirements, special learning opportunities, and the RLI website. A Licensee Chapter representative shall be on site during the duration of the course.

- Customizations and Updates.** No modifications to the Course Materials may be made by Licensee without the written approval of RLI.
- Instructor(s).** The instructor(s) engaged by Licensee to teach the Course must be selected from RLI's approved team of instructors. Licensee shall contact, negotiate with, retain and compensate the instructor directly. RLI shall have no obligation whatsoever to instructor.
- Tuition Fees.** Licensee shall conduct all registration of students and collect all tuition fees. Licensee may establish tuition fees for its students which it deems appropriate, provided that RLI shall be paid the **royalty payment within fifteen (15) days** after the completion of the Course, regardless of the amount collected or not collected from students. Licensee may establish varying rates for different tiers of registrants (i.e. members, non-members, ALC designees, etc.).
- Course Evaluations.** All students must complete a course evaluation in class to receive credit for the course. These shall be sent electronically or mailed to RLI within 10 days of the course completion.
- Continuing Education.** Licensee shall be responsible for securing real estate continuing education credit in its location(s) of operation, if available, or applicable. RLI does not secure continuing education credits for courses.
- Administration & Grading of Examinations.** Licensee shall administer the Course examinations, which shall be scheduled by the Licensee, for all students who complete the Course. RLI shall provide the Licensee with access to copies of the examinations, which shall not be shared, except when given out to qualified examinees during Licensee's administration of the examination. Examinees shall not be permitted to keep or make copies of the examinations; neither shall examinees be permitted to grade the papers of others or to see or copy the answer key provided by RLI to Licensee. Licensee shall grade examinations and shall submit to RLI originals of graded examinations for each student. Students have three chances within one year of the last day of the class to pass the course exam with a score of seventy percent (70%).
- Course Completion Record.** Licensee shall email the course roster using the standardized template provided. The spreadsheet template must include the contact name, email, address, phone number, company name, course status, and course score for each participant.
- Course Certificates.** Within thirty days of receipt of the Course royalty payment, RLI will send certificates of completion to students who receive a passing grade on the Course examination.

- i) **Course Cancellations.** To make sure that those working toward the ALC requirements have the necessary classes available, no minimum registration numbers will be placed on classes by a Licensee. **If a Licensee believes that cancelling or rescheduling a class is in the best interest of the registrants, the Licensee, and/or RLI, the Licensee will contact RLI prior to cancelling the course. To avoid cancellations and to ensure ALC candidates are extended courses to complete for the designation requirements, RLI will work with the Licensee to review ways to avoid cancellation. The Licensee will supply the budget for the event to RLI to help make reasonable determinations.** If after the evaluation RLI and the Provider believe that a scheduled class should be cancelled, the Provider will handle all of the cancellation arrangements. Registrants should be given a minimum of a two-week cancellation notice.
- 4) **FEES.**
 - a) **Licensing Fee.** Licensing fees are waived for providers, including RLI Chapters.
 - b) **Course Scheduling Fee.** The Licensee, must submit a non-refundable scheduling fee of \$250 per course to RLI. This scheduling fee shall be credited toward the royalty payments. **The course will not be included on the RLI calendar or promoted until RLI has received this fee and the course details.**
 - c) **Royalty.** In consideration of the right to present the Course, Licensee shall pay to RLI a per-student royalty fee of \$80 and a per-ALC designee-course royalty fee of \$40 for each LANDU Course. **The royalty fees shall be paid to RLI within fifteen days of the end of the course.**
 - 5) **CORPORATE & ASSOCIATION PROVIDER.** If a Corporation or State or Local Association seeks to provide an RLI course in a state with an active RLI Chapter, that Chapter shall have the right of first refusal to be the provider of the course. If within 30 days of initial contact the Chapter does not schedule the course in the next six months, the Corporation or Local or State Association may be the provider of the course.
 - 6) **NON-EXCLUSIVITY.** Licensee acknowledges that this license is a non-exclusive license and that RLI, other associations, boards, proprietary schools, independent trainers, franchisers, and other entities may also be given the rights to present the Course. Licensee hereby acknowledges that RLI's advertising and promotion of alternative presentations of the Course in the print and Internet publications and electronic communications or at their annual conventions or other business meetings shall not be a violation of the terms of this license.
 - 7) **ADA COMPLIANCE.** Licensee acknowledges that its presentation of the Courses in the United States 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 aides and/or services requested by prospective students.

Licensee agrees to indemnify and hold harmless REALTORS® Land Institute and National Association of REALTORS®, and 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 Licensee or its employees, representatives, agents, or contractors.
 - 8) **TERM AND TERMINATION.** This Agreement will be effective upon execution and will expire upon the completion of the Course Presentation and the fulfillment of all responsibilities specified hereunder. This Agreement may be terminated immediately by RLI if, in the reasonable judgment of RLI, Licensee fails to comply with the Act or materially breaches this Agreement in any other respect.

9) **INDEMNIFICATION.** Licensee shall indemnify, defend and hold harmless RLI and its officers, directors, members, employees and agents from any claims, suits or liabilities arising out of or in connection with the promotion or presentation of this Course, except such claims which are based solely on the grossly negligent or intentional acts of RLI.

10) **GENERAL PROVISIONS.**

- a) Licensee shall not have any authority to bind or commit RLI by promise or representation unless specifically authorized in writing by RLI. Nothing contained herein shall be construed as establishing a joint venture or partnership relationship between Licensee and RLI.
- 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) Licensee or any representative of the licensee shall not sell or promote other courses, products, or entities prior to, during, or after the class without the consent of RLI.
- d) 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.
- e) This Agreement may be executed by the parties hereto by facsimile transmission of their respective signatures and in counterparts, which together shall constitute a fully executed Agreement.
- f) This Agreement may be assigned by RLI to its successors and assigns and by their successors and assigns. This Agreement may be assigned by Licensee only with the advance written approval of RLI or its successors or assigns.
- g) This License Agreement shall supersede any and all prior agreements between the parties with respect to the licensing of RLI courses.
- h) All terms of this Agreement that involve money are expressed and acknowledged to be in U.S. currency.

AGREED AND ACCEPTED

Chapter:

REALTORS® Land Institute:

By: _____

By: _____

Title: _____

Title: _____