

## GRADUATE REALTOR® INSTITUTE PROGRAM HOSTING AGREEMENT

This Agreement is made on \_\_\_\_\_ between the **VIRGINIA REALTORS®**, a Virginia Not for Profit Corporation with offices at 10231 Telegraph Road Glen Allen, VA 23059 (“**VIRGINIA REALTORS**” or “**LICENSOR**”) and \_\_\_\_\_ (“**HOST**”).

For good and valuable consideration, the parties agree as follows:

1. **LICENSE TO HOST CO-BRANDED GRADUATE REALTOR® INSTITUTE COURSES.** Subject to the terms of this Agreement, Virginia REALTORS® grants to Host a non-exclusive license to offer and host the Co-Branded Graduate REALTOR® Institute (“GRI”) Course(s) listed in Schedule “A” (the “Course” or “Courses”) at the time(s) and location(s) set forth therein, or as otherwise approved by Virginia REALTORS® (the “Services”). **Host acknowledges that this Agreement grants to Host a license to offer only those Courses listed in Schedule A, and no others at any other time or location without Virginia REALTORS® prior express written approval.**
2. **HOST RESPONSIBILITIES.** In connection with offering the Courses listed in Schedule “A”, Host shall perform the services described in and required by Schedule “B” (the “Services”). Host represents, warrants, and covenants that it shall at all times perform the Services in a professional manner in accordance with the requirements of this Agreement.
  - 2.1 **Services.** Host shall comply with all of Licensor’s reasonable policies, directives, and guidelines related to the Services, including without limitation Licensor’s information and materials (“Course Materials”) provided to the Host and made available to Instructor by Virginia REALTORS® for the exclusive use in presenting a Course. Without limitation of the generality of the foregoing, Host expressly acknowledges its obligation to do the following in respect of each Course:
    - (a) Exclusively utilize instructors to teach the Courses whose names are on the most recently available list of instructors made available to Host by Virginia REALTORS® for purposes of teaching such Courses, engage such instructors to teach Courses using an agreement of a form provided by, or acceptable to, Virginia REALTORS®, and advise Virginia REALTORS® of the instructor selected for each Course by forwarding a copy of the signed instructor agreement;

- (b) 1) Ensure that only the Course Materials provided by Virginia REALTORS® are utilized in connection with each Course, and no other material is utilized unless approved, in writing, in advance by Virginia REALTORS®;  
  
2) Materials are to be used for this licensed course only and will not be used for any other course. Host agrees to return any left over and unused materials of each Course at the conclusion of the Course. Students of the Course are permitted to retain course materials provided for their benefit by way of instruction.
- (c) Provide a suitable venue for hosting each Course, including sufficient number of tables and chairs for the students and otherwise satisfying the requirements of Schedule “B”;
- (d) Maintain adequate event and/or facility insurance regarding each Course from reputable insurers;
- (e) Submit attendee emails to Virginia REALTORS® Program Manager to utilize in online evaluation on the day of the course; and
- (f) Maintain a record of the number of students for each course and provide the student’s names and NRDS ID to Virginia REALTORS® within 5 business days after each course is completed.

**2.2 Marketing.** Host shall market the Course(s) to REALTORS® in Virginia based on marketing materials and methods provided by Virginia REALTORS® at least thirty (30) days prior to scheduled date in Schedule “A.” Virginia REALTORS® retains the right to market all licensed GRI courses, notwithstanding Host’s marketing efforts, as part of the overall GRI designation program.

**2.3 Course Materials.** Host shall use exclusively the Course Materials provided by Virginia REALTORS® or provided to Host by Virginia REALTORS® for reproduction by Host. Host shall limit the number of copies of the Course Materials provided to the number of copies reasonably necessary for the purposes of offering the Course. Virginia REALTORS® shall send a master copy of the PowerPoint presentation and student materials to the Host no later than fifteen (15) business days prior to course date. If this Agreement is signed less than fifteen (15) business days prior to the course date, Virginia REALTORS® shall send the materials within five (5) business days of the Agreement. Virginia REALTORS® shall send Instructor Materials to instructors upon receipt of Licensure Agreement from Host no later than thirty (30) days prior to course date, or as otherwise agreed in writing.

**2.4 Agreement Manager.** Host shall appoint one of its suitably experienced employees to be its manager of the Host’s day-to-day activity related to hosting the Courses and to be Licensor’s primary contact for such matters.

The Agreement Manager is: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

The Host may change its agreement manager from time to time by giving Virginia REALTORS® written notice of the replacement appointee’s name and contact details.

**2.5 Quality Control.**

(a) Host shall permit Virginia REALTORS® representatives, at such parties’ request, to attend any Course as observers. Virginia REALTORS® may inform the Host of any concerns they have regarding the quality of Courses hosted by the Host and any requirement for improvement, and Host shall promptly take all reasonably necessary steps to remediate such concerns.

(b) Host shall provide a proctor for the duration of the course and examination.

**2.6 Administrative and Other Costs and Expenses.** Host acknowledges that except for services to be provided by Virginia REALTORS® as expressly set forth in this Agreement, Host shall bear all costs and fees associated with performing the services described herein to offer the Course(s), including without limitation payment of all fees and expenses payable to instructors in accordance with the agreement between Host and instructor.

**2.7 Course Cancellation.**

(a) In the event the Host must cancel the agreed upon Course in Schedule “A”, Host shall notify the Virginia REALTORS® Education Manager not later than forty-eight (48) hours before the Course date noted in Schedule “A.” In the event that the cancellation is due to weather, Host shall notify the Virginia REALTORS® Education Manager as soon as practical, but in no event later than the original scheduled start time for the Course. Host agrees to provide Virginia REALTORS® Education Manager with the newly scheduled date, time, and location of Course within thirty (30) days of cancelled Course date. If the Course is rescheduled within thirty (30) days of cancelled course date for a date within one hundred and twenty (120) days of the cancelled Course date, the Course licensure fee will apply to the rescheduled date and materials provided will be retained by Host for rescheduled course. All other terms and conditions of this Agreement remain the same.

(b) Host shall not be responsible for any failure to host a Course due to acts of God, war, natural disaster, or other declared national emergency that makes performance of this agreement inadvisable and/or illegal. The agreement may only be terminated for one or more of the above reasons by written notice from one party to the other.

3. **LICENSOR RESPONSIBILITIES.** In connection with licensing the Courses listed in Schedule “A”, Licensor shall perform the services described in and required by Schedule “C” (the “Licensor Services”).

**3.1 CE Credit Processing.** Virginia REALTORS® shall process CE credits for attendees. Virginia REALTORS® shall not be held responsible for any delays or inability to process credits provided by the Host later than five (5) business days after the licensed Course is completed.

4. **FEES.** Host shall pay to Virginia REALTORS® a non-refundable \$250 licensing fee per Course listed in Schedule “A”, plus all applicable taxes (the “Licensing Fee”), no later than five (5) business days after Host’s scheduled Course date. After that date Host shall pay interest on any outstanding unpaid balance at a rate of six percent (6%) per year. The \$250 licensing fee allows the Host to offer the Course(s) listed in Schedule “A” at the date, time, and location noted in Schedule “A”.

Host shall pay to Virginia REALTORS® a \$15 processing fee (the “Processing Fees”), per attendee, to cover the cost of processing Continuing Education (“CE”) credits, tracking GRI designation status, and providing course materials. Final documents outlined in Schedule “B” shall be submitted not later than five (5) business days after course completion. After that date Host shall pay interest on any outstanding unpaid balance at a rate of six percent (6%) per year.

5. **OWNERSHIP OF COURSE MATERIALS AND TRADEMARKS.**

**5.1 Ownership of Course Materials.** Host acknowledges and agrees that Virginia REALTORS® is the exclusive owner of, and holds and shall retain, all right, title and interest in and to all Course materials, including without limitation all intellectual property therein.

**5.2 Trademarks.** Each party (the “Using Party”) agrees that, with respect to its use of the other Party’s (the “Owning Party”) trademarks, marks and trade names (“Marks”) required or permitted hereunder: (a) as between the Parties, all rights in and to such Marks are owned by the Owning Party, (b) the Using Party will do nothing inconsistent with such ownership, (c) all uses of such Marks shall inure to the sole benefit of and be on behalf of the Owning Party, (d) it will use the Owning Party’s Marks in strict accordance with any guidelines for the use of such Marks as provided by the Owning Party from time to time, (e) it will not alter any such Marks and shall use only exact reproductions thereof as supplied by the Owning Party, (f) it will not challenge or assist others in challenging the validity of such Marks or attempt to register in any jurisdiction any confusingly similar marks, and (g) at the Owning Party’s reasonable request, all depictions of such Marks

which the Using Party intends to use will be submitted to the Owning Party for approval of design, color, or other details.

- 5.3 Restrictions.** Host shall not (a) make the Course materials provided to it by Virginia REALTORS® available to any third parties other than as expressly permitted in this Agreement, (b) modify, adapt, translate or create derivative works based on such Course material, (c) reproduce any portion of such Course material, except as expressly permitted herein, or (d) permit or authorize any party to do any of the foregoing.

## **6. TERM AND TERMINATION**

- 6.1 Term.** The provisions of this Agreement shall apply to all Courses listed in Schedule “A”, and any others to which Host and Virginia REALTORS® may subsequently agree to be added to Schedule “A”.

- 6.2 Termination.** Without limiting any other rights or remedies available to Virginia REALTORS® under this Agreement at law or in equity, Virginia REALTORS® may terminate this Agreement upon notice to the Host if:

- (a) Host is in breach of any of its obligations, representations or warranties under this Agreement and such breach is not cured within 10 days after Licensor’s notice to Host of the breach;
- (b) Virginia REALTORS® has not received any payment when due under this Agreement and such payment remains outstanding at the time of termination; or
- (c) Bankruptcy or insolvency proceedings are taken by or against the Host or if a receiver, trustee or other similar person is appointed over Host’s assets.

- 6.3 Early Termination.** In the event of early termination of this Agreement, and without limiting any other rights or remedies available to Virginia REALTORS® under this Agreement, at law or in equity, the Host shall immediately pay to Virginia REALTORS® all amounts payable by it under this Agreement that are outstanding at such time, and this obligation shall survive such termination of this Agreement.

- 6.4 Special Course Cancellation Right.** Virginia REALTORS® specifically reserves the right to require the Host to cancel any Course where Virginia REALTORS® has reason to believe the Host has infringed or will infringe any intellectual property rights of Virginia REALTORS®.

## **7. LIMITATIONS ON LIABILITY AND DISCLAIMERS**

- 7.1 INDEMNITY AND INSURANCE.** Host shall be solely responsible for the performance of the Services in paragraph 2 herein. Host agrees to defend, indemnify and hold Virginia REALTORS® and its directors, officers, employees, agents, contractors and affiliates

harmless from any loss, damage or liability for bodily injury, property damage or personal and advertising injury which may result from Host's acts or omissions, or acts or omissions of those acting on behalf of Host, but only with respect to services performed pursuant to the Agreement at the location designated in the Agreement or other premises Host owns, rents, leases, controls or occupies; or from breach of the Agreement by Host. Host further agrees to furnish a Certificate of Insurance to Virginia REALTORS® acknowledging this indemnity paragraph and demonstrating insurance coverage is in effect for bodily injury, property damage and personal and advertising injury coverage with minimum limits of liability not less than \$1,000,000 combined single limit. Said Certificate shall show insurance coverage for Commercial General Liability, Automobile Liability, and contain a statement naming Virginia REALTORS®, including its directors, officers, employees, agents, contractors and affiliates, as an additional insured. Further, said Certificate should show that there is statutory worker's compensation and employer's liability insurance in effect.

**7.2 DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE COURSE MATERIALS ARE NOT GUARANTEED AND ARE PROVIDED "AS IS", AND VIRGINIA REALTORS® MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES OR CONDITIONS AS TO MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE, OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

**7.3 LIMITATION OF LIABILITY.** IN NO EVENT SHALL VIRGINIA REALTORS®, ITS MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, LICENSORS OR AFFILIATES BE LIABLE FOR ANY CLAIM FOR: (A) PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES; (B) DAMAGES FOR LOSS OF PROFITS OR REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF USE OR LACK OF AVAILABILITY OF COURSE MATERIALS OR INSTRUCTORS; (C) INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES; (D) CONTRIBUTION, INDEMNITY OR SET-OFF IN RESPECT OF ANY CLAIMS AGAINST HOST; (E) ANY DAMAGES WHATSOEVER RELATING TO THIRD PARTY PRODUCTS, COURSE MATERIALS OR ANY GOODS OR SERVICES NOT DEVELOPED OR PROVIDED BY VAR; OR (F) ANY DAMAGES WHATSOEVER RELATING TO INTERRUPTION, DELAYS, ERRORS, OR OMISSIONS.

WITHOUT LIMITING THE FOREGOING, VIRGINIA REALTORS® AND ITS MEMBERS', DIRECTORS', OFFICERS', EMPLOYEES', AGENTS', CONTRACTORS', LICENSORS' AND AFFILIATES' MAXIMUM TOTAL LIABILITY FOR ANY CLAIM WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR BREACH OF CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE AND HOST'S SOLE REMEDY SHALL BE AN AWARD FOR DIRECT, PROVABLE DAMAGES NOT TO EXCEED THE AMOUNT OF FEES PAID TO VIRGINIA REALTORS® UNDER THIS AGREEMENT DURING THE CURRENT TERM. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT MAY BE

BROUGHT BY HOST MORE THAN TWELVE (12) MONTHS AFTER THE FACTS GIVING RISE TO THE CAUSE OF ACTION HAVE OCCURRED, REGARDLESS OF WHETHER THOSE FACTS BY THAT TIME ARE KNOWN TO, OR REASONABLY OUGHT TO HAVE BEEN DISCOVERED BY, HOST.

**8. GENERAL.**

**8.1 Injunctive Relief.** The parties acknowledge that the breach or threatened breach of Section 4 by Host would cause irreparable harm to Virginia REALTORS®, the extent of which would be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which it may be legally entitled, Virginia REALTORS® may seek immediate injunctive relief in the event of a breach or threatened breach of such section by Host or any of Host’s employees.

**8.2 Modification and Waiver.** No supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the Host and Virginia REALTORS®. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Except as otherwise provided herein, no term or provision hereof shall be deemed waived and no breach excused.

**8.3 Notice.** Notices to be given pursuant to this Agreement shall be delivered by personal delivery, recognized overnight delivery courier, or first-class mail, effective upon receipt by the entity to which such notice is directed. Notices shall be provided to:

**If to Virginia REALTORS®:**

Terrie L. Suit  
Virginia REALTORS®  
10231 Telegraph Rd.  
Glen Allen, VA 23059

**If to Host:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**8.4 Headings and Gender.** The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. Unless the context requires otherwise, words importing the singular include the plural and vice versa, and words importing gender include all genders.

**8.5 No Assignment.** Neither this Agreement nor any rights or obligations hereunder, in whole or in part, may be assigned by the Host without the prior written consent of Virginia REALTORS®.

**8.6 Governing Law.** This Agreement is governed by the laws of the Commonwealth of Virginia and the federal laws of the United States.

**8.7 Execution.** This Agreement may be validly executed by means of transmission of signed facsimile or by electronic signatures such as in PDF format and may be validly delivered by electronic transmission via email delivered to the receiving party.

**8.8 Severability.** If any part of this Agreement is held to be unenforceable or invalid, it will be severed from the rest of this Agreement, which shall continue in full force and effect.

**8.9 Entire Agreement.** This Agreement, and any schedules or other documents referred to herein, constitutes the entire agreement between the parties relating to the Services, and supersedes all prior written or oral agreements, representations and other communications between the parties, and shall ensure to the benefit of and be binding upon each of the Host and Virginia REALTORS® and their respective successors and permitted assigns.

**8.10 Survival.** Sections 4 and 6 shall survive the termination or expiration of this Agreement.

**9. THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS, AND AN ELECTRONIC SIGNATURE AND A SIGNATURE SENT BY FACSIMILE OR EMAIL WILL HAVE THE SAME EFFECT AS AN ORIGINAL SIGNATURE.**

ACCEPTED AND AGREED TO:	
<b>VIRGINIA REALTORS®</b>	<b>Name of Association:</b>
Signed:	Signed:
Name:	Name:
Title:	Title:
Date:	Date:



## SCHEDULE "A"

### LIST OF COURSES

In the space provided below, please list the courses you would like to host, along with your chosen instructors, dates, and locations.

**NOTE:** If you would like to provide the course virtually, please sign and send the Virtual Addendum with this agreement.

<b>Course 1</b>	
<b>Date(s)</b>	
<b>Delivery Format</b>	<input type="checkbox"/> In-Person <input type="checkbox"/> Virtual
<b>Location(s)</b>	
<b>Instructor(s)</b>	
<b>Course 2</b>	
<b>Date(s)</b>	
<b>Delivery Format</b>	<input type="checkbox"/> In-Person <input type="checkbox"/> Virtual
<b>Location(s)</b>	
<b>Instructor(s)</b>	
<b>Course 3</b>	
<b>Date(s)</b>	
<b>Delivery Format</b>	<input type="checkbox"/> In-Person <input type="checkbox"/> Virtual
<b>Location(s)</b>	
<b>Instructor(s)</b>	
<b>Course 4</b>	
<b>Date(s)</b>	
<b>Delivery Format</b>	<input type="checkbox"/> In-Person <input type="checkbox"/> Virtual
<b>Location(s)</b>	
<b>Instructor(s)</b>	

<b>Course 5</b>	
<b>Date(s)</b>	
<b>Delivery Format</b>	<input type="checkbox"/> In-Person <input type="checkbox"/> Virtual
<b>Location(s)</b>	
<b>Instructor(s)</b>	
<b>Course 6</b>	
<b>Date(s)</b>	
<b>Delivery Format</b>	<input type="checkbox"/> In-Person <input type="checkbox"/> Virtual
<b>Location(s)</b>	
<b>Instructor(s)</b>	
<b>Course 7</b>	
<b>Date(s)</b>	
<b>Delivery Format</b>	<input type="checkbox"/> In-Person <input type="checkbox"/> Virtual
<b>Location(s)</b>	
<b>Instructor(s)</b>	
<b>Course 8</b>	
<b>Date(s)</b>	
<b>Delivery Format</b>	<input type="checkbox"/> In-Person <input type="checkbox"/> Virtual
<b>Location(s)</b>	
<b>Instructor(s)</b>	

## **SCHEDULE "B"**

### **GRI COURSE HOSTING SERVICES**

This document describes the Services to be carried out by the Host in respect of each Course.

#### **Up to or no later than Thirty (30) Days Prior to the Event**

- Notify Virginia REALTORS® of Course date, location and Host contact name
- Book course instructor
- Provide proof of event and/or facility insurance for contracted location
- Set up registration methods and fees to be charged to Attendees
- Begin marketing Course(s) using marketing materials and methods provided by, or acceptable to, Virginia REALTORS®

**NOTE:** For the items that pertain to in-person events, please update your procedures for in-person events based on the current environment and in compliance with any Executive Orders or CDC Guidelines in effect.

#### **One (1) Week Prior to the Event**

- Confirm Course date, time, and location with hired Instructor
- Make arrangements for LCD, projector and microphones as needed
- Confirm order for participant materials/notebooks and shipping date
- Print/Prepare Course Materials
- Prepare sign-in sheet

#### **The Day of the Event**

- Arrive to confirm room set up one hour in advance of session
- Place all applicable materials on tables (see Preparation)
- Set up and test Instructor's laptop, projector, and audio sound
- Provide Proctor for course
- Ensure all participants sign in
- Provide Program Manager with attendee emails to utilize in online survey and testing software

#### **Room Set-Up**

- A room that seats 25-75 participants comfortably
- Tables seating 2-4 participants each
- LCD projector and screen
- Audio sound hook-up for laptop video (if available)
- Table or podium for instructor's materials

- Table for laptop and projector
- Flip chart with paper or whiteboard and markers at front, if requested by instructor
- Microphone for instructor (optional – larger groups)

**On the Day of the Event**

- Send a completed copy of electronic roster (provided by Virginia REALTORS®) to Virginia REALTORS®
- Compile and send completed CE forms for each Attendee

**NOTE:** Cosponsors will be invoiced for the licensure fee and processing fee payment.

- Submit licensure fee and processing fee payment, as noted in Section 3, to Virginia REALTORS®

**Host Preparation On-Site** – Specific instructions for on-site preparation on the day of the Course is included in the GRI Hosting Guide provided to Host by Virginia REALTORS® in your local association Dropbox, once the Course is paid for and scheduled.

**Place at each seat:**

- 1 Course booklet (Binder with student course guide)
- CE Form
- Pen or Pencil

**Participant Materials**

<b>Item</b>	<b>Instructions</b>	<b>Quantity/Course</b>
Course Booklet	Binder with student course guide	1 / participant
Pens/Pencils	No. 2 Pencil	1 / participant
CE Form		1 / participant

## **SCHEDULE "C"**

### **GRI COURSE LICENSOR SERVICES**

#### **Thirty (30) Days Prior to the Event**

- Provide list of approved instructors and instructor agreement, if requested
- Provide access to marketing resources

#### **One (1) Week Prior to the Event**

- Provide Course materials to Host

#### **Post Event** (upon receipt of materials from Host)

- Grade online exams and provide attendees an update on their results
- Process CE credits
- Track attendee progress in overall GRI designation program