
Council of Residential Specialists
CRS Core Course Sponsor Licensing Agreement
2010 CRS Core Two-day Classroom Courses

Please read this Agreement carefully. If you fail to comply with any provisions described herein, the Council of Residential Specialists (Council) may, at its sole discretion, terminate this Agreement and/or reject your future applications to license CRS core two-day classroom courses (CRS Core Courses).

A signed *CRS Core Course Sponsor Licensing Agreement* (Agreement) and \$250 non-refundable (except as set forth herein) processing fee must accompany each request to license the presentation of a CRS Core Course and in order for CRS to confirm and guarantee the CRS Core Course date selection for your presentation.

The Council of Residential Specialists (Council), an affiliate of the NATIONAL ASSOCIATION OF REALTORS®, and you, the CRS Core Course Sponsor (Sponsor) hereby agree that the Sponsor may offer and present CRS Core Course listed on pages 9-10 in strict accordance with the following terms, conditions, mutual rights and obligations of the parties hereto.

Sponsor agrees to offer, promote and present the CRS Core Course in accordance with the following terms:

1) CRS Core Course Processing Fee, Services Packages and Pricing

In consideration of the right to present a CRS Core Course, **the Sponsor shall pay the Council the following:**

- A processing fee of \$250 at the time this Agreement is sent to the Council for approval of a CRS Core Course. Course Agreements shall not be reviewed by the Council unless the processing fee is also received.
- The processing fee shall be non-refundable except in the event the Council does not approve the course due to one of the reasons listed hereinafter in Item 3 of this Agreement.

Service Packages and Pricing

There are three levels of service packages and pricing available based on your organization's needs. You must choose your package level as a part of the Agreement submitted to the Council for approval with this Application. See pages 6-8 for detailed responsibilities of the Council and Sponsor for each Service Package. The per student fee paid to the Council is determined by the Service Package you choose.

<i>Comprehensive Service Package</i>	Per Student fee: \$100
<i>Enhanced Service Package</i>	Per Student fee: \$ 60
<i>Standard Service Package</i>	Per Student fee: \$ 40

Sponsors may upgrade to the next level of service by providing a written notice to the Council no less than 30 days before the Course. No downgrade in level of service is permitted.

The processing fee and per student fees are non-negotiable, determined at the sole discretion of the Council, and are to be paid directly to the Council. Any other fee agreements entered into by the Sponsor, Instructor, and the Co-sponsor relating to this course have no bearing on this Agreement or the fees to be paid to the Council herein.

The total fees are due and payable 30 days after receipt of the final bill from the Council. A finance charge of 1.5% per month will be assessed on any unpaid balance after 30 days.

2) Company and/or Co-sponsored CRS Core Courses

A) Special Requirements for Companies

- The CRS Core Course ***may not*** be used as a recruiting tool.
- All marketing and promotions of the CRS Core Course will be directed ***only*** to the independent contractors or employees of the company Sponsor.
- ***Only*** independent contractors or employees of the company Sponsor are allowed to attend its CRS Core Course.

B) Co-sponsored CRS Core Courses

Both organizations presenting a Co-sponsored CRS Core Course are required to sign this Agreement.

Company Co-sponsored CRS Core Courses

When a company Co-sponsors a CRS Core Course with a not-for-profit organization, the company's name cannot appear on any promotional pieces distributed to agents who do not work for the Co-sponsoring company. All student registration checks must also be made out to the not-for-profit Co-sponsor.

If the for-profit/not-for-profit Co-sponsored CRS Core Course is not handled in the manner stated above, only the for-profit company's independent contractors or employees are allowed to attend the CRS Core Course.

C) Sponsor and/or Host Activities

The Sponsor is liable for any Sponsored and/or Co-sponsored activities organized before, after or in conjunction with the CRS Core Course. Sponsors and/or hosts of any event shall indemnify the Council and its officers, directors, agents and employees from and against any loss or costs arising out of these activities, and shall include the Council as an additional named insured on any insurance policy covering an event at which alcoholic beverages may be served.

D) Subsequent Co-sponsors

The Sponsor is prohibited from adding a subsequent Co-sponsor for the CRS Core Course after the Course Sponsorship Agreement has been executed. If after the execution of the Course Sponsorship Agreement, all parties agree in writing to accept a subsequent Co-sponsor, the Agreement shall then be amended to include the subsequent Co-sponsor.

3) Awarding of CRS Core Courses

To ensure fairness in scheduling, all CRS Core Course presentations will be permitted by the Council based on specific guidelines applied equally to all requests to be a CRS Core Course Sponsor. These guidelines include:

- Historical analysis of class size in a particular metropolitan area. This will determine saturation levels and the number of CRS Core Courses a particular area can hold.
- Distance and time between CRS Core Courses.
- Past track record of CRS Sponsor based on such items as number of cancellations, attendance, student feedback, instructor feedback, Council relations, marketing activities promoting it and quality of educational experience.

Based upon the guidelines specified above, the Council reserves the right to contact the Sponsor for alternate dates or other CRS Core Course choices if a scheduling conflict occurs.

4) Instructor

A) Certified Instructor

The Instructor of a CRS Core Course shall be a CRS Certified Instructor. Instructors whose names, as of the date a Course is scheduled, are listed on CRS.com as approved to teach the course listed on page 9 shall be deemed Certified.

The Sponsor shall contract, negotiate with, retain and compensate all Certified Instructors directly.

If the Council removes an instructor whom the Sponsor has engaged to teach a Core Course from its certified list, the Council shall promptly contact the Sponsor to discuss alternative arrangements. The Council shall have no financial responsibility with respect to any monies owed by the Sponsor to any instructor or students and it is recommended that the Course Sponsor require that instructors remain certified to teach the Course through at least the date of the Course presentation.

B) Instructor Requirements

Course Sponsors shall require all instructors agree to the following:

- Throughout the presentation of a course, instructors should conduct themselves in a professional and ethical manner and should not engage in any behavior or speech that is inappropriate,

defamatory, obscene or unlawful, including any behavior that constitutes harassment or discrimination based on race, sex, religion, age, national origin, disability or of any kind whatsoever, or impugns the integrity or reputation of the Council of Residential Specialists or the National Association of REALTORS.

- Instructors will not, without advance written permission from the Council, engage in selling or promoting, for personal or third party gain or benefit, any course, product or service during the course, other than CRS Core Courses, Approved Elective Courses, or product or services with the Council's Quality Tested Seal.
- The instructor will remain through the beginning of the exam or as required for continuing education credit.
- The Sponsor shall notify the Council of any alleged violations of Section 4. B) above and shall cooperate fully with the Council in any investigations with respect to such violations.

C) Instructor Trainee

The Council reserves the right to send a Trainee Instructor to the Core Course, at no cost to the Sponsor.

5) CRS Core Course Conditions/Cancellations

Neither party shall be deemed in default or otherwise liable for failing to perform its duties and obligations under this Agreement if such party's inability to perform is caused by fire, earthquake, flood, snowstorm, epidemic, or like Acts of God, failure of telecommunications facilities, curtailment of transportation, explosion, strike, accident, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, terrorism, Government action, or any similar material act, beyond that party's reasonable control ("Force Majeure Event"). "Terrorism" for purposes of this section shall include but not be limited to actual acts of terrorism as well as governmental warnings of potential terrorist activity or other comparable events, occurring within the United States around the time of the Event, whether within the vicinity of the Event or beyond. It is provided that the CRS Core Course under this Agreement may be cancelled for any one or more of such reasons **by written notice** from one party to the other. Sponsors are required to fax or e-mail the Council a cancellation confirmation that states the reason for canceling their contracted CRS Core Course and describes the marketing efforts used to sell it. **The Sponsor must also notify the Council and the Certified Instructor of the decision to cancel the CRS Core Course by telephone at the time the written notice is sent.**

- A) If a CRS Core Course is cancelled for any of the reasons described above, the parties shall bear any incurred costs for the CRS Core Course as follows:
 - The Council shall bear any costs associated with shipping costs for CRS Core Course materials and Council staff time.
 - The Sponsor shall bear the costs associated with the CRS Core Course facility, instructor fees, marketing costs, the costs to notify students, and if necessary, refunding student registration fees and staff time of the Sponsor.
- B) The Sponsor may also cancel the CRS Core Course for other reasons not listed above including, but not limited to, lack of participants. If the Sponsor elects to cancel for reasons not specified above in provision 5, the Sponsor shall be responsible for paying the shipping and warehouse processing fees for courses that are cancelled less than 14 days preceding the start of their contracted CRS Core Course if the materials were already shipped from the Council's warehouse.
- C) The Council may, at its own discretion, cancel a CRS Core Course because of the Sponsor's failure to adhere to the conditions listed in this agreement. The Council shall have no financial responsibility with respect to any monies owed by the Sponsor to any instructor, facility or registrant.

Termination -- The Council reserves the right to terminate this Agreement, with or without cause, immediately upon written notice. Upon such termination, the Council shall return all deposits and fees received less any administrative or other costs incurred. The Sponsor shall be liable for all other expenses.

Non-Assignment -- Neither party may assign or transfer this Agreement or any of the benefits or obligations hereunder without the prior written consent of the other party.

Severability -- If any provision herein shall be held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect any other provision herein and the remaining provisions shall remain in full force and effect.

6) CRS Core Course Facility Guidelines

The CRS Core Course shall be conducted at a location secured by the Sponsor that satisfies the criteria regarding physical facilities, equipment, policies and amenities as defined by the Council in this Agreement and the *CRS Course Sponsor Handbook*.

Sponsor must provide the following for all CRS Core Course presentations:

- One large classroom with adequate room length, width and ceiling height to accommodate all students and instructor(s) comfortably
- Room expansion capabilities, if last minute student overflow, is anticipated
- Unobstructed view throughout classroom (**no columns, pillars or barriers**)
- Classroom temperature controls
- Adequate number of 8 foot tables for all students
- Two 6 foot tables for product display and sales
- Registration area (rear or just outside of room)
- One instructor table
- One 10-by-10 foot projection screen
- One 8-foot table for projector and equipment
- One wireless or lavalier neck microphone with extra battery
- Ceiling light over projector screen must be controllable to avoid glare on screen
- **Americans with Disabilities Act** --The facility and implementation of the CRS Core Course must abide by the specifications listed in this law.

The Sponsor agrees to indemnify and hold harmless the Council, its officers, directors, agents and employees from and against any and all claims, damages, losses and expenses, including attorney's fees and litigation expenses arising out of or resulting from the Sponsor's non-compliance with the Americans with Disabilities Act.

Facility Security

The Sponsor is responsible for securing the facility during the specified time period, regardless of whether the meeting facility is able to provide such security, and hereby indemnifies and holds harmless the Council, its officers, directors, agents and employees from and against any and all claims, damages, losses and expenses, including attorney's fees and litigation expenses, arising out of or resulting from any loss, theft or damage of or to any property therein. Securing the facility per the above specifications shall be arranged by the Sponsor at no cost to the Council.

Requirement for CRS 206

It is strongly recommended that CRS 206 be held in a hotel facility. A CRS 206 facility must have available a broadband internet connection for use during the course.

7) Administration Procedures**A) Requirement for Non-CRS Chapter Sponsors**

Non-CRS Chapter Sponsors are required to invite their local CRS Chapter President, so the CRS Chapter President or other chapter representative can make a presentation to the CRS Core Course in regards to membership in the local CRS Chapter. More information will be provided in the Confirmation/Marketing package.

B) CRS Core Course Registrations

- The Sponsor is responsible for the registration of students and collection of registration fees. Note: All students must appear on the roster and receive class materials. The Sponsor will be charged for each student at the regular fee. It is at the sole discretion of the Sponsor to determine fee to be charged to students registering for the Course, the discounted registration fee, if any, and determine any discounts that might be available, provided that the Sponsor remits the per student amounts specified in section 1 of this Agreement with the Council.
- The Sponsor shall administer registrations in a timely and efficient manner.
- The Council will forward any inquiries regarding your CRS Core Course to the registration phone number listed on the information page of this Agreement.

C) Meeting Times and Registration

Unless otherwise agreed to in advance, each CRS Core Course will be scheduled as follows:

Day One	Registration:	7:30 - 8:30 a.m.
	Course Presentation:	8:30 a.m. - 5 p.m.
Day Two	Course Presentation:	8:30 a.m. - 4 p.m. with exam to follow

- The exams for CRS 204 and 205 may begin earlier than 4 p.m.
- The instructor will schedule lunch, breaks and exam.
- The Sponsor is required to wrap up the CRS Core Course and dismiss the students.

D) On-Site Assistance Requirement

The Sponsor must provide an on-site administrator to be present in the classroom at all times during the CRS Core Course presentation. The on-site administrator is required to set up the CRS Core Course facility, check in students, assist the instructor, take CRS Quality-Tested product orders, answer student questions and handle all other on-site responsibilities. Sponsors who do not provide a full-time, on-site administrator at two different Core Courses in the same year will be denied the opportunity to Sponsor future CRS Core Courses during the following 12 months.

E) CRS Quality-Tested Products

The Council reserves the right to promote CRS Quality-Tested products and services as well as Council membership during the CRS Core Course presentation.

Product Sales, Charges and Incentive Program

For those sponsors that choose to receive and sell CRS Quality-Tested product at the Core Course and whom have an on-site Administrator present during the entire course, a sales incentive payment of 10 percent shall be paid for all products sold after a minimum of \$1,000 during the CRS Core Course (***excluding software or calculators***) within 30 days of the Council's receipt of product orders.

- The Sponsor will be charged for all unsold products not returned to the Council within 10 business days from the conclusion of the CRS Core Course presentation. The Sponsor will be provided with specific shipping information closer to the CRS Core Course date.
- The Sponsor will not be charged for products that are received damaged and which are returned to the Council.
- The Council will incur all product-shipping charges.

F) Course Conclusion, Class Roster and Course Materials/Examinations

The Sponsor shall deliver **via traceable carrier** (Federal Express or other carrier that can trace its shipments) all completed examinations, membership applications, product orders, additional course materials and a final roster of students attending the CRS Core Course to the Council within five business days of the conclusion of the CRS Core Course. The final roster of students must be alphabetized and include the name, firm, address, telephone number, and e-mail address of each student. Sponsors who do not provide the above in a timely manner may be denied the opportunity to Sponsor future CRS Core Courses.

8) CRS Core Course Promotion

- The Sponsor shall pay for the marketing and promoting of the CRS Core Course. The Sponsor can use the promotional materials provided by the Council, or may develop and use its own promotional materials provided that such material is approved by the Council and the Council is clearly named.
- **The Sponsor may not promote a CRS Core Course until written confirmation is received from the Council.**

9) The Council of Residential Specialists shall provide the following in connection with the Sponsor's offering, promotion and presentation of the CRS Core Course:

A) CRS Core Course Confirmation Packet

This includes:

- Core Course confirmation letter identifying approved course dates, location and instructor
- Link to Instructor biography
- Copy of the Course Licensing Agreement

B) Course Sponsor Handbook

The link to the online handbook is sent to all first time Sponsors upon approval of a CRS Course Agreement. The handbook contains detailed policies for the marketing and presentation of a CRS Core Course, including samples of marketing materials and ideas for promotion. Updates to the handbook will be sent via e-mail as they occur.

C) CRS Core Course Promotions by the Council

The Council may, at its sole option, promote the Sponsor's CRS Core Course in one or all of the following areas:

- *The Residential Specialist Magazine*
- CRS Web Site, www.crs.com – updated daily

The Council shall be under no obligation to promote the Sponsor's CRS Core Course by reason of having entered into this Agreement.

D) Notification of Course Grade and Certificates of Course Completion

- The Council shall send each student an email notification of the course grade and a Certificate of Completion (if applicable) once final CRS Core Course payment and the final course roster are returned to the Council.
- The Council shall grant appropriate CRS Designation credit to all students who complete the course and successfully pass the examination once final payment for the course has been received by the Council.

10) Ownership Rights

The parties expressly acknowledge the Council's ownership of all rights, title and interest, including copyrights, except where the copyright of another party is expressly noted, in all CRS Core Course materials supplied by the Council and agree not to reproduce or permit reproduction of these materials without the express written permission of the Council.

11) CRS Marks

The Sponsor may only use the Council and CRS Marks according to the CRS Identity Graphic Standards in conjunction with its presentation and promotion of this Course or as otherwise approved by the Council.

12) Not Construed Against the Drafting Party

The language chosen in this Agreement shall be deemed to be that chosen by the parties, and no rule of strict construction shall be applied against any party in construing or enforcing this Agreement.

13) Governing Law

This Agreement shall be governed by Illinois law without reference to its conflicts of law principles.

14) Integration and Modification

This Agreement constitutes the final written expression of the total agreement between the parties regarding the subject matter hereof, and is a complete statement of those terms. It supersedes all understandings and negotiations, whether written or oral, concerning the matters specified herein. No amendment or modification of this Agreement shall be effective or binding upon either party unless it is set forth in writing and signed by both parties.

15) Service Packages

A) Comprehensive Service Package

Student Fee: \$100

CRS Core Course Materials

- The Council shall send one complete set of course materials for each registrant, including: student guide, examination, exam answer sheet, student badge holder, blank badge insert, blank tent card, student cd (as applicable) and other related materials of its choosing, such as a membership brochure.

Comprehensive Service Package Cont'd**Student Fee: \$100**

- The number of sets of course materials sent by the Council shall be based upon total registrations received 10 days prior to the actual CRS Core Course date. The Sponsor will be contacted by the Council prior to the CRS Core Course to determine pre-class registration. The Council also shall provide a reasonable number of additional sets of course materials to be used by any last-minute CRS Core Course registrants.

CRS Marketing Support

- The Council provides marketing support that may include more than one email targeted to members and students in the CRS database, labels, Almost There campaign, etc.) upon request. Access to the Council's course brochure, flyer and postcard templates shall be provided. The course will be listed on CRS.com and in *The Residential Specialist* magazine (when sufficient notice is provided).

Exam Grading

- The Council shall grade the student examinations once final CRS core course payment, the final course roster and examinations are returned to the Council.

B) Enhanced Service Package**Student Fee: \$60***CRS Core Course Materials*

- Upon execution of this Agreement the Sponsor shall be provided with access to the current version of the Student Guide, course examination, and other Course Materials to download for printing. Reproduction of the course materials must be done as close to the time of the course presentation as possible to ensure the most recent versions of the Student Guide, course examination and course materials are used.
- The Sponsor shall print one student guide and examination for each registrant, adhering to the Council's minimum printing standard. The Sponsor shall not otherwise display, reproduce or distribute the Course Materials, without the prior written permission of the Council. After the Course, the Sponsor shall promptly destroy any copies of the Course Materials it has downloaded or reproduced.
- The Sponsor shall be responsible for maintaining security of passwords to access the Course Materials, limiting access only to those persons who are directly involved with the reproduction of the Course Materials.
- The Council sends for each registrant: a course cd (as applicable), exam answer sheet, and other related materials of its choosing, such as a membership brochure.

CRS Marketing Support

The Council provides marketing support upon request that may include one email targeted to members and students in the CRS database. Access to the Council's course brochure, flyer and postcard templates shall be provided. The course will be listed on CRS.com and in *The Residential Specialist* magazine (when sufficient notice is provided).

Exam Grading

The Council shall grade the student examinations once final CRS core course payment, the final course roster and examinations are returned to the Council.

C) Standard Package**Student Fee: \$40***CRS Core Course Materials*

- Upon execution of this Agreement the Sponsor shall be provided with access to the current version of the Student Guide, course examination, examination answer key and other Course Materials to download for printing. Reproduction of the course materials must be done as close to the time of the course presentation as possible to ensure the most recent versions of the Student Guide, course examination and course materials are used.

Standard Package Cont'd**Student Fee: \$40**

- The Sponsor shall print one student guide and examination for each registrant, adhering to the Council's minimum printing standard. The Sponsor shall not otherwise display, reproduce or distribute the Course Materials, without the prior written permission of the Council. After the Core Course, the Sponsor shall promptly destroy any copies of the Course Materials it has downloaded or reproduced.
- The Sponsor shall be responsible for maintaining the security and confidentiality of the Course Materials, including passwords to access the Course Materials, the course examination and answer key, limiting access only to those persons who are directly involved with the reproduction of the Course Materials or the grading of the examination.
- The Council sends for each registrant: a course cd (as applicable), and other related materials of its choosing, such as a membership brochure.

CRS Marketing Support

Access to the Council's course brochure, flyer and postcard templates shall be provided. No additional marketing support is provided except for posting each course on crs.com and in *The Residential Specialist* magazine (when sufficient notice is provided) and phone support from the Education Program Coordinator.

Exam Grading and Submission with Final Roster

- The Sponsor shall grade the student examinations according to the current answer key within ten (10) business days after the course and submit electronically a final course roster in the format determined by the Council. All students who attended the Course shall be listed on the roster.
- Final course rosters that are not submitted in the format required by the Council shall be returned to the Sponsor to correct within 5 business days. If the corrected roster is not received by the established deadline, the Council will manually enter the students into its database and impose a \$250 processing fee to be paid by the Sponsor.

This agreement shall not be effective and binding upon the Council and the Council shall have no obligation hereunder until you have received a fully executed copy of the agreement's signature page signed by an authorized representative of the Council.

See next page for required information and signatures. Send in one Agreement for each CRS Core Course request. Please send pages 9 and 10 of this Agreement and the \$250 non-refundable processing fee to:

CRS Core Courses
Council of Residential Specialists
430 N. Michigan Avenue
Chicago, IL 60611-4092

Council of Residential Specialists
CRS Core Course Sponsor Licensing Agreement

I (Sponsor) have read the entire *Council of Residential Specialists' CRS Core Course Sponsor Agreement Application* (which is hereby incorporated as a part of this Agreement) and agree to fulfill all requirements, guidelines and conditions for the Sponsorship of the following CRS Core Course for the Service Level selected below as described therein:

The organization(s) listed below have agreed to Sponsor or Co-sponsor the following CRS Core Course:

Name of Sponsor organization:

Name of Co-sponsor organization:

Signature of Co-sponsor: Date _____

CRS Core Course (circle one): 200 201 202 204 205 206 210

CRS 2010 Core Course dates: _____, 2010

CRS Certified Instructor: _____

Service Level (you must choose one):

- Comprehensive Service Package* Per Student fee: \$100
- Enhanced Service Package* Per Student fee: \$ 60
- Standard Service Package* Per Student fee: \$ 40

I agree to market my CRS Core Course in accordance with the recommendations outlined in the *CRS Course Sponsor Handbook*, *CRS Course Confirmation Packet* and additional suggestions provided by the Council. I understand that failure to comply with the marketing recommendations is one critical factor in determining whether or not my organization Sponsors future CRS Core Courses.

Electronic signature accepted by all parties.

Signature of Sponsor Date _____

This Agreement has been received and accepted by the Council of Residential Specialists.

Council Representative Date _____

The following information will be used in all national CRS Core Course schedules. **Please notify the Council immediately should any of this CRS Core Course information change.**

Next page please

Sponsor Information – The Council will direct all questions, CRS Core Course newsletters, and marketing materials and information to the Sponsor Contact listed below:

CRS Core Course Sponsor

Sponsor Marketing/Registration Contact Name

Address – No PO Boxes

Phone Number

City/State/Zip

Fax

Registration Phone Number for Students

Email

Emergency /Non-Business Hours Phone Number

Course Information Web Site Address (specific page devoted to course and/or registration)

- CRS will hyperlink its Web site to the Sponsor's site if CRS Core Course Registration information is posted. Does the Sponsor provide CRS Core Course registration on its Web site? **Yes** **No**
- Has the Sponsor Contact listed above ever managed and promoted a CRS Core Course? **Yes** **No**

CRS Core Course Facility Information

Facility

Facility Address

City/State/Zip

Phone Number

CRS Core Course On-site Administrator Name

On-site Administrator Phone

CRS Core Course materials should be shipped to:

CRS Core Course Facility

Sponsor Address listed above

Send in one Agreement for each CRS Core Course request. Please send pages 9 and 10 of this Agreement and the \$250 non-refundable processing fee to:

CRS Core Courses
Council of Residential Specialists
430 N. Michigan Avenue
Chicago, IL 60611-4092

Thank you for purchasing a CRS Core Course.