
Women's Council of REALTORS® Course Provider Licensing Agreement

Please read this Agreement carefully. If you fail to comply with any provisions described herein, the Women's Council of REALTORS® may, at its sole discretion, terminate this Agreement and/or reject your future application to license PMN Classroom Courses.

A signed Course Provider Licensing Agreement and \$300 non-refundable* (except as set forth herein) processing fee must accompany each request to license the presentation of a Women's Council PMN Course in order for Women's Council of REALTORS® to confirm the date selection for your course. **(Unless selecting Option 1 A –available only to State/Local Chapters and Networks).*

The Women's Council of REALTORS® (WCR National), an affiliate of the National Association of REALTORS® with offices located in Chicago, Illinois, and you, the PMN Course Provider (Provider) hereby agree that the Provider may offer and present the PMN Course selected below in strict accordance with the following terms, conditions, mutual rights and obligations of the parties hereto.

1. Pricing

In consideration of the right to present a PMN Course (Course), the Provider shall pay WCR National the following:

OPTION 1

A.) State and/or Local Women's Council of REALTORS® Chapter/Network

Pay WCR National a flat \$800 (non-refundable fee of \$250) (price remains the same for joint WCR chapter offerings) **(*this option is not available for Harnessing the Power: Skills Based Performance Management offerings.)**

Or

B.) State/and/or Local Women's Council of REALTORS® Chapter/Network

Pay WCR National a flat \$300 non-refundable fee – and a \$40 per student royalty fee.

OPTION 2

Women's Council State and/or Local Chapter/Network AND local REALTOR® Association or REALTOR® School

Pay WCR National a flat \$300 non-refundable fee – and a \$40 per student royalty fee.

OPTION 3

REALTOR® Association or Real Estate School

Pay WCR National a flat \$300 non-refundable fee – and a \$45 per student royalty fee.

-The processing fee shall be non-refundable except in the event WCR National does not approve the course due to one of the reasons listed hereinafter in this Agreement.

The processing fee and per student fees are non-negotiable, determined at the sole discretion of WCR National, and are to be paid directly to WCR National. Any other fee agreements entered into by the Provider, Instructor, and the Co-Provider (if applicable) have no bearing on this Agreement or the fees to be paid to WCR National herein.

The total fees along with the final Course Roster and any additional paperwork (evaluations/student data forms) are due to WCR National within 10 business days after course completion. A finance charge of 1.5% per month will be assessed on any balance that is unpaid 45 days after the class.

2. Instructor

A. Certified Instructor

The instructor of the PMN Course must be a PMN Certified Instructor (Instructor). A list of certified instructors is available on WCR.org. Only those individuals whose names are listed on WCR.org for the respective course, at the time of signing this agreement shall be deemed certified.

The Provider shall contract, negotiate with, retain and compensate all PMN Certified Instructors directly. A sample contract is available on the Course Provider page.

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

B. Instructor Requirements

Course Providers shall require all Instructors agree to the following:

- Throughout the presentation of a Course, Instructors shall 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 of any kind whatsoever, or impugns the integrity or reputation of WCR National or the National Association of REALTORS®
- Instructors will not, without advance written permission from WCR National, engage in selling or promoting, for personal or third party gain or benefit, any course, product or service during the Course.
- The Provider shall notify WCR National of any alleged violations of Section 3B – and shall cooperate fully with WCR National in any investigations with respect to such violations.

3. Course Conditions/Cancellations/Rescheduling

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 or Terrorism. It is provided that the Course under this Agreement may be cancelled for any one or more of such reasons **by written notice** from one party to the other. Providers are required to email WCR National a cancellation confirmation that states the reason for canceling the contracted Course and describes the marketing efforts used to sell it. **The Provider must also notify WCR National, the Certified Instructor and registered students of the decision to cancel the Course by telephone at the time the written notice is sent. The Provider shall bear the costs associated with the PMN Course facility, Instructor fees, marketing cost, the cost to notify students and if necessary, refunding student registration fees and staff time of the Provider (if applicable).**

- The Provider may also cancel the PMN Course for other reasons not listed above including but not limited to, lack of participants. The Provider may elect to reschedule the PMN Course, upon agreement with the Instructor. The initial processing fee may be applied to only one rescheduling. If the Provider reschedules a PMN Course more than once, an additional processing fee must be paid. The Provider must notify WCR National of the intent to reschedule the PMN Course no later than 14 days prior to the original start date of the Course.
- 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.

4. Course Facility Guidelines

The PMN Course shall be conducted at a location secured by the Provider that satisfies the criteria regarding physical facilities, equipment, policies and amenities as defined by WCR National in this Agreement.

Room set-up to include:

- Room set: Classroom Style Seating, 6ft table in the front of room for Instructor Materials
- A/V order: Screen, projector, wireless lavalier, handheld mic and flip chart, high-speed internet connection (if requested by Instructor. It is recommended that the Provider confirm A/V needs with Contracted Instructor)
- Outside room: 6ft table and chair for registration and an easel for signage
- Refreshment order (optional)

5. Administration Procedures

The Provider is responsible for the registration of students and collection of registration fees. NOTE: All students must appear on the roster and receive class materials provided by the Provider. It is at the sole discretion of the Provider to determine fees to be charged to students registering for the Course (suggested rates are \$150-\$175), the discounted registration fee, if any, and determine any discounts that might be available, provided that the Provider remits the per student amounts specified in Section 1 of this Agreement with WCR National.

- The Provider shall administer registrations in a timely and efficient manner.

- WCR National will forward any inquiries regarding your PMN Course to the Main Point of Contact submitted with this Agreement.

Course Times and Registration

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

Registration: 8:00 a.m. – 8:30 a.m.

Course Presentation: 8:30 a.m. – 5:00 p.m.

-The Instructor will schedule lunch and breaks.

-The Provider is required to make sure the student data forms, evaluations and final roster are collected and sent to WCR National.

Course Conclusion, Roster and Materials

The Provider shall pay for shipping **via traceable carrier** (FedEx or carrier that can trace the shipment) the student data forms, royalties payment (PLEASE DO NOT SHIP CASH) and final roster of students attending the PMN Course to WCR National within ten (10) business days of the conclusion of the PMN Course. The final roster of students must be alphabetized and include the name, firm address, telephone number and email address of each student. Providers who do not furnish the above in a timely manner may be denied the opportunity to sponsor future PMN Courses. Payment for each student shall be submitted with the final roster and Materials.

Course Materials

Upon execution of this Agreement the Provider shall be provided with access to the Course Provider Site. This will be where the Provider shall gather the Materials to download for printing. It is recommended that the Provider wait until two (2) weeks in advance of the Course Presentation to reproduce Course Materials to ensure the most recent versions of the Course Materials are used.

-Provider shall print ONE manual per student. The Provider shall not otherwise display, reproduce or distribute the Course Materials, without the prior written permission of WCR National. After the Course the Provider shall promptly destroy any copies of Course Materials it has reproduced.

-The Provider shall be responsible for maintaining the security and confidentiality of the Course Materials, limiting access only to those directly involved with the reproduction of Course Materials.

Promotion

The Provider shall pay for marketing and promoting the PMN Course. The Provider can use promotional materials provided by WCR National, or may develop and use its own promotional materials provided that such material is approved by WCR National and WCR National is clearly named. **The Provider may not promote a PMN Course until written confirmation is received from WCR National.**

6. Ownership Rights

The parties expressly acknowledge WCR National's ownership of all rights, title and interest, including copyrights, except where the copyright of another party is expressly noted, in all PMN Course Materials supplied by WCR National and agree not to produce or permit reproduction of these Materials without the express written permission from WCR National.

7. Financial Obligations

Any fee, commission, royalty or other type of payment due to the undersigned will be net of any debt or financial obligation owed to WCR National.

8. ADDITIONAL

Activities: The Provider is liable for any sponsored and/or co-sponsored activities organized before, after or in conjunction with the PMN Course. Providers and/or hosts of any event shall indemnify WCR National and its officers, directors, agents and employees from and against any loss or cost arising out of these activities, and shall include WCR National as an additional name insured on any insurance policy covering an event at which alcoholic beverages may be served.

Warranties: Provider represents and warrants that lectures and educational materials shall contain nothing of such a nature that could be reasonably considered scandalous, defamatory or obscene. Provider further represents and warrants that any and all education materials utilized in the Course shall not violate, infringe or impede the legal or equitable rights of any person, firm, corporation or other organization.

Tax Duties and Responsibilities: Neither federal, nor state, nor local income tax, nor payroll tax of any kind shall be withheld or paid by WCR National on behalf of the Provider, the employees, officers, or shareholders of Provider. Provider shall not be treated as an employee with respect to services performed hereunder for federal or state tax purposes. Provider understands that it is responsible to pay, according to law, its income tax.

This Agreement shall not be effective and binding upon WCR National and there shall be no obligation hereunder until you have received a confirmation from an authorized representative of WCR National.

Please send in one Agreement for each PMN Course request.

We recommend you read these terms completely before proceeding.

I have read and agree to the terms listed above.

Provider Information

The organization(s) listed below have agreed to host or Co-Sponsor the following PMN Course:

NAME OF PROVIDER (WCR Chapter or Group/Real Estate School/REALTOR® Board)

Main Point of Contact

NAME OF CO-PROVIDER (if applicable) _____

PMN One-Day Classroom Course (check one):

___ Leadership Excellence

___ Harnessing the Power: Skills Based Performance Management

___ The Business of Your Business: Formula, Financials, Function & Freedom (Available Online)

___ Networking and Referrals: Building Business and Profit

___ Effective Negotiating for Real Estate Professionals

Course Date: _____

Course Location: _____

PMN Certified Instructor: _____

I (Provider) have read the entire Course Provider Licensing Agreement (which is hereby incorporated as a part of this Agreement) and agree to fulfill all requirements, guidelines and conditions for the Providership of the PMN one- day classroom course.

I understand that it is my responsibility to submit all post-course documentation to WCR National. I understand that students will not receive credit for the Course until these Materials have been received.

I understand that this Agreement is not effective and binding upon WCR National and there is no obligation hereunder until you have received confirmation from an authorized representative of WCR National verifying this Agreement and its validity.

The following information will be used in all National PMN Course schedules produced by Women’s Council of REALTORS®. Please notify WCR National immediately should any information change.

PROVIDER INFORMATION – WCR National will direct all questions and inquiries to the Main Point of Contact listed below:

PMN Classroom Course Provider

Main Point of Contact

Address

Phone Number

City/State/Zip

Fax

Registration Phone Number for Students

Email (for WCR National and Instructor use only)

Emergency/Non-Business Hours Phone Number

Email for Registration (Posted to WCR National Website)

WCR National will hyperlink to the Provider’s Website if the Course Registration is posted. Please plan to provide WCR National with the location of the Course Registration Page on the Provider’s Website. *This can be submitted to WCR National at a later date.*

Link: _____

Signature of Provider

Date

Please send a signed copy of this Agreement to PMN Courses Women’s Council of REALTORS® 430 North Michigan Avenue Chicago, IL 60611 or education@wcr.org. Contact the Education Director, Olivia Peterson at 312-329-8473 or opeterson@wcr.org to finalize your Provider Payment over the phone. **This Agreement shall not be effective and binding upon WCR National and there shall be no obligation hereunder until you have received a confirmation from an authorized representative of WCR National.**