

II. AT HOME WITH DIVERSITY LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made by and between the NATIONAL ASSOCIATION OF REALTORS®, an Illinois not-for-profit corporation with its principal place of business at 430 North Michigan, Chicago, Illinois 60611 ("NAR"), and Licensee, as identified in the attached Affidavit.

WHEREAS, NAR has developed and the US Department of Housing ("HUD") has approved a certification program for real estate professionals who are educated about and committed to the concept of *One America*, an America free of discrimination, open to cultural diversity, with equal opportunity for all ("*At Home With Diversity*"): and

WHEREAS, Licensee has successfully completed the *At Home With Diversity* course work and attests to the truth and correctness of the declarations contained in the *At Home With Diversity* Affidavit ("Affidavit"); NOW THEREFORE, the parties mutually agree as follows:

1. *At Home With Diversity* Certificate* and Marks. NAR hereby grants Licensee a non-exclusive license to use the *At Home With Diversity* certificate ("Certificate") and the *At Home With Diversity* marks and logos ("*At Home With Diversity* Marks"), subject to: (i) the terms and conditions set forth herein; and (ii) in accordance with the Rules and Regulations for *At Home With Diversity* Marks Usage ("*At Home With Diversity* Rules"), as specified in Exhibit B, which is attached hereto and hereby made a part of this Agreement; or (iii) in accordance with any amended *At Home With Diversity* Rules which NAR, from time to time, may adopt. All other uses are strictly prohibited.

2. Neither the Certificate nor anything contained in this Agreement entitles the Licensee to state: (i) that he/she is "HUD Approved" or preferred by HUD or NAR over an uncertified real estate professional; or (ii) that HUD requires a prospective homeowner to use a *At Home with Diversity* certified real estate professional in order to obtain any financing, including an FHA-insured mortgage.

3. Nothing in this Agreement shall authorize the use of the **REALTOR Marks** by licensee. ONLY IF AND FOR SO LONG AS LICENSEE IS A MEMBER OF NAR IN GOOD STANDING, Licensee may use NAR's REALTOR® marks and logos ("REALTOR® Marks"), in accordance with the relevant provisions of NAR's Constitution and Bylaws and any rules and regulations for REALTOR® Marks ("REALTOR® Rules") which may from time to time be adopted by NAR's Board of Directors.

4. Term. This Agreement shall become effective and binding upon the signing of the Affidavit by Licensee, provided that Licensee shall have first completed the *At Home With Diversity* course work, and shall continue, unless earlier terminated by NAR pursuant to Section 5 below.

5. Termination, Surrender and Reapplication.

(a) Grounds for Termination. NAR may immediately terminate this Agreement upon notice that the Licensee either no longer holds a valid real estate license; or a valid license/certificate in my specialty field of the real estate business, other than real estate brokerage; or that there has been an adjudicated finding or adverse determination that causes Paragraphs (e), (f) or (g) of the Affidavit to become no longer true and correct for Licensee. In addition, NAR may immediately terminate this Agreement upon the reasonable belief that the Licensee misrepresented a material fact in his/her application or that the Licensee is in breach of the terms and conditions of this Agreement regarding use of the Certificate and any of the *At Home With Diversity* Marks.

(b) Surrender. Licensee agrees to cease using the Certificate and the *At Home With Diversity* Marks and to return the Certificate to NAR within two (2) weeks after the occurrence of any of the Grounds for Termination specified in Section 5(a) above or upon the expiration of this Agreement. Surrenders of the Certificate shall be delivered by hand, by reputable overnight courier, or by registered or certified mail, return receipt requested, to the following address:

At Home With Diversity
The National Association of REALTORS
430 North Michigan Avenue

Chicago, IL 60611

(c) Reapplication. A Licensee who has surrendered his/her Certificate pursuant to Section 5(b) above may reapply for a license and Certificate when and if he/she again is able to truthfully make all declarations set forth in the Affidavit.

6. Miscellaneous

(a) Choice of Law. This Agreement shall be construed, and the rights and obligations of the parties determined, in accordance with Illinois law.

(b) Integration and Modifications. This Agreement and all exhibits hereto constitute the final complete expression of the intent and understanding of the parties and may only be modified or amended upon written consent of both parties.

(d) Notices. All notices and other communications pursuant to this Agreement, except for surrenders of the Certificate, shall be in writing and shall be deemed to have been duly given if delivered by hand, by reputable overnight courier, by registered or certified mail, return receipt requested, postage prepaid, by electronic mail, or by facsimile (with a hard copy delivered by reputable overnight courier) to NAR at the following address:

At Home With Diversity □
The NATIONAL ASSOCIATION OF REALTORS □
430 North Michigan Avenue
Chicago, IL 60611

E-mail Address: ahwd@realtors.org
Fax Number: 312-329-8633

Surrenders shall be sent to the address specified in Section 5(b) above.

(e) Assignment. This Agreement may not be assigned by Licensee.

AGREED and ACCEPTED by the NATIONAL ASSOCIATION OF REALTORS □

By: _____ Date: _____