

REALTORS LAND INSTITUTE
CHAPTER AGREEMENT

This Agreement, effective the 1st day of Sept., 2020 is made between the REALTORS Land Institute ("RLI"), an Illinois non-profit corporation, and the RLI Florida Chapter, a nonprofit corporation (the "Chapter"), for mutual consideration, who agree to work together for the betterment of land real estate professionals as follows:

1. GRANT OF CHARTER

1.1 Charter. RLI hereby grants to the Chapter, and the Chapter accepts by action of its governing body, a charter to be a chapter of RLI. The Chapter may use only their specific RLI Chapter logo and specific RLI logos in connection with the activities of the Chapter in conformance with RLI's Visual Standards Guidelines as approved by the RLI Board of Directors, subject to the following terms and conditions.

1.2 Territory. The Chapter is authorized to operate in the specific geographic area identified in Exhibit A and in congruence with the chapter's bylaws.

2. OBLIGATIONS OF RLI

RLI's obligations under this Agreement shall include the following:

2.1 RLI shall:

- a) Permit the Chapter to utilize the RLI name in the name of the Chapter and permit additional uses of the RLI name and logo in accordance with Section 4 hereof.
- b) Dedicate RLI support staff to maintain and enhance the RLI-Chapter relationship.
- c) Provide education, training, information, tools, and consultation that enable chapter leaders to:
 - 1) plan and deliver chapter education and networking events;
 - 2) communicate with chapter members;
 - 3) recruit, advance, and retain chapter members; and
 - 4) manage the business of the chapter.
- d) Notify the Chapter of educational and other opportunities available to Chapter members, including those activities of RLI that will take place within the territory of the Chapter.
- e) Promote the programs, products, and services of the Chapter.



- f) Provide a means for chapters to maintain and use contact information for individuals who are not chapter members.

2.2 RLI shall notify the Chapter of changes to the criteria for chapter status

3. OBLIGATIONS OF THE CHAPTER

The Chapter's obligations under this Agreement shall include the following:

3.1 The Chapter shall:

- a) Not accept as a chapter member any person who is not an RLI National member.
- b) Promote membership in RLI.
- c) Promote and encourage the use of RLI programs, products and services.
- d) Comply with the criteria for chapter status. (Current criteria are attached as Exhibit B.)

3.2 Compliance With Laws and Insurance. Each party warrants that it has and shall continue to comply with all applicable laws, regulations, and other requirements that may affect its performance of this Agreement. Each party warrants that it shall make all required filings, such as annual corporate filings and tax filings, as may affect its corporate or tax status. Each party shall maintain its duties for coverage under RLI's Directors and Officers Insurance.

4. USE OF RLI TRADEMARK AND COPYRIGHTED MATERIALS; CONFIDENTIAL INFORMATION

4.1 Limited License. Except as specified in Section 1.1, the Chapter shall not use, or cause or permit to be used by any person, the logos, trademarks, service marks, trade names, or copyrighted materials of RLI without RLI's prior written consent and to use such only in accordance with RLI's Visual Identity Standards for Independent Chapters as in effect.

In accordance with United States copyright law, the Chapter shall not make or cause to be made any copies of RLI's educational materials or membership publications, or resell any of same, without RLI's prior written consent. With respect to any permitted use of RLI's logo, mark, name, or copyrighted materials, the Chapter shall ensure that the



applicable copyright or trademark notice is made, pursuant to requirements of U.S. law, the laws of applicable states, and any other guidelines that RLI shall prescribe. In any event, upon expiration or termination of this Agreement, all use by the Chapter of RLI's proprietary property, such as logos, marks, names, or copyrights, shall end immediately. The Chapter's obligations to protect RLI's property under this Section 4.1 shall survive the expiration or termination of this Agreement.

4.2 Confidential Information. Each party shall, during the term of this Agreement and thereafter, maintain the confidentiality of any or all of the other party's confidential or proprietary information or data owned by it which is identified as confidential at the time it is disclosed (collectively, "Confidential Information"). Such Confidential Information shall at all times remain the property of its owner and shall be deemed to be furnished in confidence and solely in connection with the party's obligations under this Agreement. Upon termination of this Agreement for any reason, the party shall immediately deliver to the owner all written documentation, including copies, of or concerning such Confidential Information, shall make no further use thereof, and shall make reasonable efforts to ensure that no further use is made by its employees, agents, or contractors. The confidentiality obligations under this Section 4.2 shall survive the expiration or termination of this Agreement.



5. SEPARATE ENTITIES; INDEMNIFICATION; RLI ACTIVITIES

5.1 Separate Entities. RLI and the Chapter expressly acknowledge and agree that they are, and shall remain, separate entities and that no partnership or agency is created by virtue of this Agreement. As such, neither party shall be authorized to incur any liability, obligation, or expense on behalf of the other. The Chapter is not liable or responsible for the debts or obligations of RLI and RLI is not liable for the debts or obligations of the Chapter.

5.2 Indemnification. In furtherance of the above intention and agreement, RLI hereby agrees to indemnify and hold harmless the Chapter, its officers, directors, agents, members and employees, from and against any action, suit, proceeding, claim, damage, liability, obligation, cost or expense which may arise by reason of any act or omission by RLI, or any of its officers, directors, affiliates, or employees thereof. The Chapter hereby agrees to indemnify and hold harmless RLI, its officers, directors, agents, affiliates, and employees, from and against any action, suit, proceeding, claim, damage, liability, obligation, cost or expense which may arise by reason of any act or omission by the Chapter, or any of its officers, directors, members, or employees thereof.

5.3 RLI Activities. RLI may, in its sole discretion, conduct its own activities within the specified geographic area identified on Exhibit A during the term of this Agreement. RLI reserves the right to modify or change the geographic areas described in the attached Exhibit A. RLI agrees to consult with an existing chapter before granting a charter to a chapter in any of the geographic areas listed in Exhibit A. The Chapter shall refrain from entering into an official relationship with another national scope personal membership organization serving land real estate professionals without prior written approval of RLI.

6. TERMINATION OF CHARTER

Either party may terminate the charter granted to the Chapter, with all of its attendant rights and obligations, (a) for any reason upon ninety (90) days written notice to the other party, and (b) upon ten (10) days notice to the other party in the event of the other party's material breach of this Agreement. From and after the date of termination, the Chapter shall cease to identify itself as a Chapter of RLI and may only utilize printed material bearing any mark of RLI with RLI's specific written permission for post-termination use. For a period of two years following termination of the Charter, the Chapter shall refrain from entering into an official relationship with another national scope personal membership organization serving land real estate professionals.



7. WARRANTY; LIMITATION OF LIABILITY

7.1 WARRANTY. RLI MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) CONCERNING ANY EDUCATIONAL MATERIALS, EDUCATIONAL PROGRAMS, MEMBERSHIP PUBLICATIONS OR ANY OTHER ARTICLE OR SERVICE PROVIDED HEREUNDER. ALL GUARANTEES, WARRANTIES, CONDITIONS AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WHETHER ARISING UNDER ANY STATUTE, LAW, COMMERCIAL USAGE OR OTHERWISE ARE HEREBY EXCLUDED.

7.2 LIMITATION OF LIABILITY. THE CHAPTER ACKNOWLEDGES AND AGREES THAT RLI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES WHICH THE CHAPTER MAY INCUR FROM ANY CAUSE, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE). IN NO EVENT SHALL RLI BE LIABLE TO ANY PERSON FOR LOSS OF PROFITS, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF GOODWILL, OR INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND.

8. APPEAL

A Chapter may request an opportunity to present an objection to a proposed modification of its geographic area under Section 5.3 or a proposed termination under Section 6 to the RLI Board of Directors, in which case the proposed action shall not become effective unless and until ratified by the RLI Board of Directors.

9. MISCELLANEOUS

9.1 Entire Agreement. This Agreement (together with any exhibits hereto) constitutes the entire Agreement between RLI and the Chapter with respect to the subject matter hereof. This Agreement may be amended only by a writing executed by both parties.

9.2 Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, and venue for any litigation arising hereunder shall be Chicago, Illinois.

9.3 Waiver. Any waiver by either party to this Agreement of any provision shall not be construed as a waiver of any other provision of this Agreement, nor shall such waiver be construed as a waiver of such provision with respect to any other event or circumstance, whether past, present, or future.



9.4 Severability. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, the remaining provisions shall be enforceable to the maximum extent possible.

9.5 Successors and Assigns. This Agreement shall inure to the benefit of the parties and their successors and assigns. Neither party may sublicense or assign any of its rights or obligations under this Agreement without the prior written consent of the other party.

9.6 Notices. Any notice contemplated by, or made pursuant to, this Agreement shall be in writing and made by courier, email to the RLI CEO, or mail addressed or directed to RLI 430 N. Michigan Ave., Chicago, Illinois 60611 or the Chapter at the home or business address of the President of the Chapter in office at the time the notice is sent. Either party may change the address for notice by 10 days advance written notice to the other party.

9.7 Termination of Prior Chapter Agreement. This agreement supersedes and replaces any prior chapter agreement between the parties and terminates any such agreement on the effective date of this agreement.


Signature page to follow

A handwritten signature in black ink, appearing to be 'wllh', located in the bottom right corner of the page.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the date first written above.

FOR THE:

RLI Florida Chapter
(Chapter Name)


(Signature)

William H. Rollins Jr.
(Name)

Chapter President

9/1/20
(Date)

FOR THE:

REALTORS LAND INSTITUTE


(Signature)

Chief Executive Officer

9/1/2020
(Date)

EXHIBIT A

Geographic Territory of the Chapter

RLI Florida Chapter

This Exhibit will be completed based on the designated area of each chapter.

The State of Florida

In the event there is a conflict between the Chapter Agreement and the Chapter Bylaws regarding the chapter territory, the Bylaws shall take precedence over the Chapter Agreement.

Wah

EXHIBIT B

Current Criteria for Chapter Status

A. Criteria for Provisional Chapter Status

A prospective chapter that submits documentation demonstrating that it has met the following criteria may be designated as a provisional chapter. The chapter must document compliance with these criteria every three years and must immediately inform RLI of any change in the chapters' compliance with any of these requirements. Provisional chapters must meet the criteria for fully chartered status (8-13) within three years of being provisionally chartered.

Criteria	
1	The organization must have a mission statement that helps advance RLI's mission.
2	The organization must be governed by bylaws that are compliant with relevant laws and approved by the RLI Board of Directors.
3	The chapter must be incorporated as a not-for-profit organization.
4	The chapter must obtain an exemption from federal income taxes under section 501(c) of the Internal Revenue Services code.
5	The chapter must fully execute a chapter agreement with RLI.
6	The chapter must provide, in the chapter bylaws, that only chapter members are eligible to vote in chapter matters. Only ALC and RLI Institute Members may serve as officers or directors of the chapter or as members of the operating committees of the chapter. If the Chapter Bylaws allow, Chapter Associate Members may only vote and serve on the Chapter Board of Directors if also are RLI Associate Members.
7	The chapter must charge individuals who are not chapter members or RLI National members a fee to attend chapter education or networking events that is at least 25% greater than the fee charged to chapter members and the chapter must similarly restrict access to the other benefits of chapter membership to chapter members. RLI Members who are not chapter members may be charged 10% more for chapter events. On occasion, the Chapter Board may invite non-members to specific events (other than ALC Designated courses) for a lower cost as a new member recruitment initiative.

B. Criteria for Fully Chartered Chapter Status

A prospective or provisional chapter that submits documentation demonstrating that they have met the criteria for provisional chapter status and the following criteria may be designated as a chartered chapter. All chartered chapters must continue to meet all of these criteria.



Criteria	
8	The organization must have been in operation for a period of two years.
9	The organization must have at least 20 active RLI members, excluding students, residing within the chapter's assigned geographic territory.
10	The chapter must, at minimum, provide the following services and programming annually: <ul style="list-style-type: none"> • plan and conduct, at least, two (2) education (not necessarily LANDU Courses) events and two (2) networking events, which may be combined; • set goals and implement a program to recruit RLI members; • communicate with chapter members, at least quarterly, (online or printed); • provide a chapter directory (online or printed) to chapter members; • maintain a chapter Web site; and • provide each member of the chapter with information (online or printed) that enables the member to gain access to the benefits of membership and participate in chapter activities.
11	The chapter President and/or President-Elect (or if they are not available, any chapter leader) must attend the annual RLI-sponsored Chapter Leadership Session at the NLC meeting each year.
12	The chapter must provide the following reports of its activities on a timely basis: <ul style="list-style-type: none"> • listing of elected and appointed chapter leaders (annually and updated as needed) • chapter self assessment reports (annually) • chapter event reports (quarterly) • provide brief write-ups on chapter events for RLI publications, E-Connects and Terra Firma
13	The chapter must maintain a current multi-year plan (at least three years) for chapter growth, financial stability, and value/service to members.