**REAL TORS® Land Institute
Land University
Course Program
Instructor's Agreement**

 **This Agreement Is made this day of 2009 by and between**

**the Florida Chapter of the REAL TORS® Land Institute of the NATIONAL
ASSOCIATION OF REALTORS®, herein called "RLI" and hereinafter called "Instructor",
who hereby mutually covenant and agree as follows:**

**QUALIFICATIONS**. It is understood that the basic purpose of the course education
program is to provide licensed salespersons and brokers with instruction to satisfy the
course requirements of RLI's Accredited Land Consultant (ALC) designation awarded
through its Land University and to provide additional opportunities for educational
advancement in the real estate profession. Instructor represents and warrants that he
or she has the qualifications deemed necessary and/or desirable by RLI to teach the
Land 101 course. Instructor shall continuously maintain each of these qualifications at
all times during his or her term as instructor. Failure to maintain each qualification may,
at the sole option of RLI, constitute cause for termination pursuant to Paragraph 2
hereof.

**TERM**. Instructor hereby agrees to teach for RLI's education program for real estate
brokers and salespersons beginning **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** in \_\_\_\_\_\_\_\_, Florida. Instructor
may terminate this Agreement with or without cause, upon 90-day written notice to RLI.
RLI may terminate this Agreement up to fourteen (14) days before the first day of the
course. Any changes in course outlines and/or materials must be submitted to RLI for
approval no less than sixty (60) days prior to the date the course is to be held. RLI will
provide all course materials directly to the students.

**SCHEDULING**. Instructor shall be an independent contractor in the delivery of course
educational programs. Instructor shall make himself or herself available to give
assistance to individual students enrolled in the course, when necessary or useful for
the educational development of the students. All courses shall be taught as such
locations as RLI may select.

**COMPENSATION**. RLI shall compensate the Instructor in accordance with the terms
and conditions stated in this agreement. The instructor will be paid the greater of the
following two options below:

 I.) A flat fee of $1 ,500.00 US

 II.) $100 per enrolled and paid student in the class

The compensation will be for services rendered in the course of teaching Land 101 on
**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.** Instructor also agrees to grade any associated exam and provide
the results to the course administrator within 3 business days.

Travel: There will be no reimbursement for travel.

Accommodations: Overnight accommodations will be reimbursed by the program
sponsor (up to 2 night's hotel).

Expenses**:** Includes only meal per diem of $25.00 per day (up to 2 days).

No withholdings, for federal, state, or local taxes of any kind will be made by RLI. The
Florida RLI Chapter shall be responsible for the timely and full payment and
reimbursement to the Instructor which shall occur no less than 60 days after the
completion of the teaching assignment. Receipts - Instructor will provide RLI with
original receipts. Copies or other facsimiles will not be accepted. Receipts must be
provided within 14 calendar days of the course completion. By signing this Agreement,
Officer certifies that the Chapter or Sponsor has authorized the Officer to sign and
execute this agreement and bind the Sponsoring organization.

**RIGHTS OF INFORMATION**. All writings, lectures and other products provided by RLI
pursuant to this Agreement shall be used by Instructor only in accordance with the
course guidelines, and such material shall not be used for any other education
programs of any person, firm, corporation or other organization without first securing
RLI's written approval of the specific use contemplated.

**REPRESENTATIONS AND WARRANTIES**. Instructor represents and warrants that
Instructor's lectures and other educational materials shall contain nothing of such nature
as may reasonably be considered scandalous, defamatory or obscene. Instructor's use
of educational materials shall not violate, infringer or impede the legal or equitable rights
of any person, firm, corporation or other organization, unless such use by Instructor
shall have been previously authorized by the person, firm, corporation or other
organization holding such legal or equitable rights. Instructor furthers represents that he
or she is and independent contractor and as such is responsible for all federal, state or
local taxes, fees or assessments, including, but not limited to, income taxes, social
security taxes or the like, and instructor waives and forever releases RLI of any claims
or liabilities for FICA, FUTA, worker's compensation, etc.

**STANDARDS OF PERFORMANCE**. Instructor agrees to conduct his/her activities and
regulate his/her habits so as to maintain and increase the goodwill and reputation of
RLI. Instructor shall, at all times and in all respects, comply with the ethical standards of
the profession, including, but not limited to, the Code of Ethics of the NATIONAL
ASSOCIATION OF REAL TORS®.

**PROMOTION OF PRODUCTS AND SERVICES**. Instructor agrees that all times, when
appearing at an educational program sponsored by RLI, he or she will refrain from
personal or business solicitations from the platform, distribution of promotional materials
and contacting attendees by use of student lists. Promotion of political ideology prohibited.

**EVALUATION**. It is understood that RLI shall provide the students taking the seminar
with an evaluation form at the end of each seminar session. RLI shall review the

evaluation for Instructor effectiveness and seminar value, and may, in its sole discretion,
discontinues the services of any instructor.

**HOLD HARMLESS**. RLI shall indemnify, save and hold harmless Instructor from any
claims, suits, or liabilities arising out of the course offering, except such claims which
are based on the negligent or intentional acts of Instructor. Instructor shall indemnify,
save and hold harmless RLI and its officers, directors, and employees from any claims,
suits or liabilities arising out of the course offering, except such claims which are based
on the negligent or intentional acts of RLI.

**APPLICABLE LAW**. This Agreement shall be governed in all respects by the laws of
the State of Florida.

**ENTIRE AGREEMENT**. This Agreement cancels and supersedes all previous
agreements by and between RLI Florida Chapter and Instructor, and constitutes the
entire Agreement between the parties.

**AMENDMENT**. This agreement may be amended or modified only by written
agreement executed by both parties hereto.

**IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THE
DATE FIRST ABOVE WRITEN.**

REAL TORS® Land Institute Florida
Chapter:

2918 West Kennedy Boulevard
Tampa, Florida 33609-3195
Phone: (813) 879-7010

Fax: (813) 879-8977

Authorized Chapter Officer:

Instructor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Signature: