

2025 LICENSE AGREEMENT FOR HBA NAHB EDUCATION COURSES

This Agreement, made and entered into on the Formation Date (pursuant to Section 19 of this Agreement) by and between the National Association of Home Builders of the United States, a Nevada non-profit corporation, with its principal office located at 1201 15th Street, N.W., Washington, D.C., 20005 (hereinafter referred to as “NAHB”) and

_____ HBA # (_____) with its principal office
located at _____
(hereinafter referred to as the “Licensee”).

Whereas, NAHB offers various education courses, assessments and exams; and

Whereas, Licensee desires to offer NAHB education courses, assessments, and/or exams in a live, in-person setting and/or virtually online; and

Whereas, Licensee is either an NAHB-affiliated state home builders association or an NAHB-affiliated local home builders association.

Now, therefore, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties agree as follows:

1. **NON-EXCLUSIVE LICENSE.** This Agreement grants Licensee a non-exclusive, non-transferable, non-sublicensable, revocable license to offer the courses, assessments and exams listed on the attached Exhibit A, which is hereby made a part of this Agreement (collectively referred to hereafter as the “Courses”), either (a) in a live, in-person setting exclusively within its NAHB charter boundaries, (b) virtually online, or (c) in a hybrid format with attendees in person and online, subject to the terms and conditions herein set forth, for the term of this Agreement. The Courses listed on Exhibit A are those offered by NAHB when this Agreement is entered into. NAHB reserves the right to change the list of Courses it offers at any time, without notice. NAHB also reserves the right to make other changes to Exhibit A at any time; *provided*, however, in the event of any changes made to Exhibit A during the Term of this Agreement (other than Courses offered), NAHB shall so notify Licensee. This Agreement does not in any way prohibit or limit the right of NAHB to offer the Courses via webcast or online through a Learning Management System and/or at national, international and/or regional events, including, without limitation, the NAHB International Builders’ Show and regional trade shows, and regardless of whether such shows are held in a live, in-person setting, virtually online, or in a hybrid format.
2. **ADMINISTRATION.** The Courses are administered by NAHB. The administrative procedures for the Courses are detailed in the document titled: *NAHB’s Administrative Procedures for Education Licensees* (the “Procedures”), which is attached hereto as Exhibit B, and is hereby made a part of this Agreement. NAHB reserves the right to make changes to the Procedures at any time. In the event that NAHB makes changes to the Procedures during the Term of this Agreement, NAHB shall so notify Licensee.
3. **OWNERSHIP AND USE.** Licensee acknowledges that NAHB is the lawful owner of the Courses and all related materials or has the lawful right to use the Course materials in

all media and to license others to offer the Courses and use the Course materials. Licensee may not take any action that is inconsistent with NAHB's ownership and/or other rights, including, without limitation, any action to sell, transfer, publish, disclose, display, duplicate, teach or otherwise make available the Courses or any related materials or any portion of either the Course or Course-related materials to others, except as provided herein. Licensee agrees to secure and protect all Courses and Course-related materials in a manner consistent with the maintenance of NAHB's rights and to cooperate fully with NAHB in the securing and protection of its ownership and/or other rights.

4. NAMES AND LOGOS. Licensee is hereby granted a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the NAHB Education Sponsor Logo and the professional designation names and acronyms, listed in Exhibit A, in accordance with the official NAHB Brand Identity Guidelines, located at <http://www.nahb.org/brandguide>, which is subject to change, solely in connection with Licensee's efforts to promote the Courses as described in the Procedures. Upon expiration or earlier termination of this Agreement, all rights of Licensee to use the NAHB Education sponsor logo, and the professional designation names and acronyms shall terminate, and Licensee shall immediately discontinue such use. Neither the NAHB name nor NAHB Education Sponsor Logo, nor any of the other items listed on Exhibit A, may be used in any manner or position to denote or imply any endorsement, certification, sponsorship or other relationship by or with NAHB of an entity's or individual's product(s) and/or service(s), and Licensee may not provide or convey use of the NAHB Sponsor Logo to any other party or any of the other names, marks and/or logos listed on Exhibit A to any other party for any purpose whatsoever.
5. MARKETING MATERIALS. Licensee is hereby granted use of various marketing material on a complimentary basis in connection with the Courses (the "Marketing Material"), for use by Licensee in the marketing and promotion exclusively within its NAHB charter boundaries of the Courses it offers pursuant to this Agreement; *provided*, however, that Licensee may communicate or deliver Marketing Material related to its offering of a Course to recipients outside its NAHB charter boundaries, if it has obtained the prior written consent of the affiliated local home builders association within whose NAHB charter boundaries such Marketing Material will be communicated or delivered. Use of the Marketing Material is granted to Licensee during the Term of this Agreement solely for Licensee's development of promotional materials in connection with the Courses, and no other use is permitted. Licensee is responsible for the primary marketing and promotion of the Courses it offers.
6. LICENSE FEE. The license is granted to Licensee on a complimentary basis.
7. LICENSEE RESPONSIBILITIES. Licensee agrees to do the following:
 - a. Adhere to the Procedures (Exhibit B).
 - b. Select the Course(s) to be offered from those listed on Exhibit A and coordinate with NAHB the ones to be offered by Licensee. For Courses offered in a live, in-person setting and in a hybrid format, choose the meeting site and schedule each Course for the classroom hours listed on Exhibit A. For Courses offered virtually online and in a hybrid format, select an appropriate virtual online platform such as Zoom or any platform approved by NAHB, and schedule each Course for the classroom hours listed on Exhibit A. Each Course must be offered in its entirety. Licensee further agrees that it will conduct the Courses in

an appropriate facility or on an appropriate virtual platform and in a professional manner.

- c. Utilize only instructors who are approved by NAHB. Licensee understands that only instructors who maintain their good standing with NAHB will be approved by NAHB. Further, Licensee agrees to enter into a written agreement with each instructor for each Course it offers, which agreement must include the following statement: "Instructor agrees to perform its duties under this Agreement in compliance with NAHB Instructor Guidelines, which can be found at www.nahb.org/instructorguidelines."

Licensee agrees that it will be completely responsible for all costs and fees associated with all instructor(s). Licensee understands that NAHB has no responsibility for the accuracy of any instructor-provided supplemental materials. Licensee understands that any disputes with instructor(s) must be handled by Licensee and that NAHB will not be involved in such disputes.

- d. Be knowledgeable of and comply with all federal, state and local laws and regulations that are applicable to its activities in connection with the Course(s) including, but not limited to, the Americans with Disabilities Act, its regulations and guidelines (collectively, the "ADA"), including, without limitation, providing accessible facilities and websites and auxiliary aids as required by the ADA, the CAN-SPAM Act of 2003, the Telephone Consumer Protection Act and the Federal Communications Commission rules.

8. NAHB RESPONSIBILITIES. NAHB's responsibilities in connection with its administration of the Courses are set forth in the Procedures (Exhibit B).

9. TERM. The term of this Agreement shall commence on January 1, 2025, unless the Formation Date is after January 1, 2025, in which case, the term shall commence on the Formation Date, and, unless terminated earlier as described in Section 10, shall expire on December 31, 2025 (herein the "Term").

10. TERMINATION. This Agreement may be terminated prior to the end of the Term set forth in Section 9 as follows:

- a. For Cause - Either party may terminate this Agreement immediately for cause, in the event of the other party's material breach of this Agreement, upon written notice to the other party. If Licensee does not adhere to the Procedures, in NAHB's sole determination, that shall constitute a material breach of this Agreement.
- b. Without Cause - Either party may terminate this Agreement without cause upon ten (10) days' prior written notice to the other party.
- c. NAHB Affiliation – In the event that Licensee ceases to be an NAHB-affiliated state or local home builders' association, this Agreement shall automatically terminate, effective on the date of disaffiliation.

In the event of termination, Licensee shall immediately cease promoting and/or offering any of the Course(s) and shall promptly pay NAHB all amounts owed through the termination date. In the event of expiration or earlier termination of this Agreement, all covenants and obligations of the parties shall survive such expiration or earlier termination.

11. EXHIBIT C. The attached Exhibit C (HCCP Exam Retake Procedures) is hereby made part of this Agreement.
12. INDEMNIFICATION. Licensee shall indemnify, defend, and hold harmless NAHB and its officers, directors, members, agents, and employees from and against any and all demands, claims, damages to persons or property, and losses and liabilities, including reasonable attorney's fees, arising out of or caused by any of Licensee's activities conducted pursuant to this Agreement including, without limitation, the activities of any instructors and/or supplemental speakers retained by Licensee. Licensee shall carry and keep in full force and effect during the Term of this Agreement, commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) general aggregate, and other insurance in such dollar amount as is necessary to protect Licensee and to indemnify NAHB as provided herein. Upon request, Licensee will provide NAHB with written proof of such insurance satisfactory to NAHB naming NAHB as an additional insured.
13. RELATIONSHIP OF THE PARTIES. The parties agree that this Agreement is not intended to create an agency, partnership or joint venture relationship between the parties, and each party agrees not to contract any obligation in the name of the other.
14. NOTICES. Any notice required or permitted by the terms of this Agreement shall be made in writing to the addresses listed in the first paragraph of this Agreement. In order to be deemed given, notice must be delivered through one of the following methods:
 - a) Certified Mail, return receipt requested; or
 - b) National Overnight Delivery Service, with a signature signifying receipt.

The effective date of notice shall be the date the notice is sent.
15. GOVERNING LAW. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the District of Columbia (excluding the District of Columbia's conflict of laws rules which would refer to and apply the substantive laws of another jurisdiction). The parties hereby agree to submit themselves to the personal jurisdiction of the courts of the District of Columbia, which shall be the exclusive venue for any disputes relating to this Agreement.
16. ASSIGNMENT. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party.
17. INTERPRETATION. The rule of construction to the effect that any ambiguities are to be resolved against the drafter of a document shall not be employed in any interpretation of this Agreement. This Agreement and all of its terms shall be construed equally as to all persons or entities.
18. NO WAIVER. No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.
19. ENTIRE AGREEMENT. This Agreement, including all attachments, constitutes the entire agreement as to its subject matter and supersedes all prior and contemporaneous oral and written agreements. All changes to this Agreement (except for any changes to Exhibits A, B or C which are addressed in Sections 1 and 2 of this Agreement, respectively) will be made in writing and must be entered into by both parties.

- 20. WARRANTY OF AUTHORITY. The person who accepts the terms of this Agreement on behalf of Licensee, below, by clicking the "I ACCEPT" button, represents and warrants that he or she is authorized to enter into contracts that are binding on Licensee.

- 21. FORMATION OF AGREEMENT. By clicking the below "I ACCEPT THE TERMS OF THIS AGREEMENT" button, the NAHB-affiliated state or local Home Builders Association listed in the first paragraph of this Agreement agrees to the terms and conditions of this Agreement and to be bound by this Agreement, which then becomes a binding and enforceable contract with NAHB.

Name and title of individual accepting the terms of this Agreement on behalf of

Licensee: _____

Licensee title: _____