Curriculum License Agreement

This is a curriculum license Agreement ("Agreement") by and between the International Association of Certified Home Inspectors, Inc. ("InterNACHI") and the undersigned ("LICENSEE"), collectively referred to herein as "the parties." The parties understand and voluntarily agree as follows:

1. The LICENSEE has agreed to and signed this Agreement by opening, saving, downloading, copying, duplicating, printing, transferring, or otherwise using InterNACHI’s copyrighted curriculum. LICENSEE agrees to the following conditions for curriculum license:

   • a. InterNACHI grants LICENSEE a non-exclusive license to deliver, present and/or instruct InterNACHI’s copyrighted curriculum, but InterNACHI retains the right to deliver, present, duplicate, and/or instruct its curriculum and its components at any event holding InterNACHI sponsored educational courses or classes. Further, LICENSEE agrees and acknowledges that any developer of a course or class has the right to deliver, present, duplicate, and/or instruct that course or class at any event. No presentation, delivery, duplication or instruction of the curriculum is licensed, granted, afforded, expressed or implied, to individuals, groups, associations, gatherings or meetings of persons assembled outside the physical boundaries of the LICENSEE’S classroom.

   • b. No omissions, additions, or changes will be made to InterNACHI’s copyrighted curriculum without prior approval of InterNACHI.

   • c. LICENSEE acknowledges and agrees that InterNACHI is the sole owner of its curriculum and any copyrighted instructional material that are part of the curriculum, including but not limited to this document, any and all other electronic downloaded documents, presentation files, instructor materials, student materials, online content, examination and quiz questions and answers, visual aids, videos, student handouts, related books, support reference materials and other educational curriculum items.

   • d. No InterNACHI curriculum, whole or in part, including but not limited to presentation files, electronic downloaded documents, instructor materials, student materials, online content, or other course materials owned and copyrighted by InterNACHI may be used in the creation of an new or adapted course by a LICENSEE for teaching, instruction, or distribution without written permission by an authorized officer of InterNACHI.

   • e. ALL instructors MUST check with the state association office or the state's responsible curriculum representative immediately prior to instruction of any course to ensure that the most recent changes to curriculum have been incorporated into the LICENSEE’S course curriculum.

   • f. LICENSEE is authorized to provide updated course materials to course participants and incorporate instruction of changes to course curriculum and content provided that InterNACHI is notified in writing and in advance of the changes to be incorporated.
• g. LICENSEE may provide portions of the copyrighted curriculum to a guest instructor solely for the purpose of specific content instruction; however, the entire, complete curriculum may not be given to guest instructors without InterNACHI’s written approval.

• h. All presentation, delivery, instruction and/or use of the instructional materials shall conform to the highest standards of quality, expectation, policy, and performance as defined by InterNACHI. LICENSEE agrees and acknowledges it shall be the sole right of InterNACHI to employ any and all necessary means to protect, preserve and maintain the highest levels of integrity and professionalism in providing the instructional materials to the licensee and its audience.

• i. LICENSEE agrees and acknowledges that no waiver of the right to amend, change, alter, delete, add, remove or replace any and all of the instruction materials is made by InterNACHI to any one person or entity as the result of this Agreement.

• j. LICENSEE agrees to list, advertise, and otherwise promote InterNACHI courses by their full names as listed in this course material document, to include reference to InterNACHI.

• k. InterNACHI may terminate this license at any time, without prior notice to LICENSEE, if LICENSEE fails to comply with the terms of this Agreement, fails to abide by any rules of InterNACHI or the InterNACHI school, or fails to pay fees owed to InterNACHI by virtue of LICENSEE’S status as an approved instructor.

**Other Provisions**

2. This Agreement may not be assigned by any party without the written agreement of the other party.

3. This agreement shall be binding on the heirs, assigns, and successors of the parties.

4. This Agreement shall be governed by the laws of the State of Colorado.

5. A determination by a Court that any provision of this Agreement is invalid shall not invalidate the entire Agreement. If any such provision is declared unenforceable or invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

6. LICENSEE has carefully read every provision of this document, and has had the opportunity to have qualified counsel review this document.

7. The exclusive venue for any legal action arising out of this Agreement shall be the County Court or District Court of Boulder County, Colorado. In any such action all parties waive the right to trial by jury. In any legal action arising out of this document the losing party shall pay the prevailing party’s reasonable attorney’s fees and costs. Prior to filing any lawsuit arising out of this document, LICENSEE must first provide InterNACHI with a written notice of the
LICENSSEE’s complaint and wait at least thirty days so InterNACHI may investigate and respond. Notwithstanding the foregoing, InterNACHI may seek injunctive relief in any jurisdiction when deemed necessary to protect its interests.

8. Should any provision of this Agreement require judicial interpretation, the Court or fact finder interpreting this Agreement shall not apply a presumption that the term shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed more strictly against the party who prepared the it.

9. This Agreement contains all the representations by each party to the others and expresses the entire understanding between the parties with respect to the matters at issue. The parties agree that all prior communications are merged into this Agreement, and that there are no terms or conditions other than those set forth herein. No statement or promise of a party shall be binding unless reduced to writing and signed by that party. No modifications of this Agreement shall be binding unless they are in writing and signed by all parties.

10. The InterNACHI School is a program of the International Association of Certified Home Inspectors, InterNACHI. The InterNACHI School and the InterNACHI logo are the exclusive property of InterNACHI.

Dated this ____ day of _____________, 2011

I have carefully read every provision of this Agreement and agree to its terms.

LICENSSEE (print name)

________________________________________

Signature of LICENSSEE or authorized officer of LICENSEE: ______________________________