



BOMA LOCAL AGREEMENT

THIS AGREEMENT (“Agreement”) made this ___ day of _____ 2014 by and between the Building Owners and Managers Institute International Incorporated, incorporated under the Nonprofit Corporation Act in the Commonwealth of Pennsylvania with its principal office located at One Park Place, Suite 475, Annapolis, Maryland 21401 (“BOMI”) and _____ a BOMA Federated Local Association with its principal office located at _____ (“Local”).

WITNESSETH

WHEREAS, BOMI has been qualified as a tax-exempt educational organization under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, since its inception; and

WHEREAS, BOMI has developed educational materials (defined in Paragraph 5 and referred to herein as “Course Materials”) and courses for BOMA Local classroom study in full semester format and accelerated one week format (“BOMA Local Classroom Courses”), independent self-study courses (“Independent Study Courses”), BOMI direct Accelerated Review Courses (“Accelerated Courses”), BOMI instructor-led online courses, classroom courses for corporations and government agencies located throughout the United States, classroom and other types of courses for unions, colleges, universities and other organizations, associations, and institutions located throughout the United States that are operated on a nonprofit basis (“Contract Courses”), and all custom designed courses for corporations, governments agencies, unions, colleges, universities, and other organizations, associations, institutions and entities throughout the United States (“Custom Contract Courses”) (all such types of courses in the aggregate shall be referred to as the “Courses”) for the professional education of persons engaged in the management and administration of commercial property, for organizations, institutions and entities in the commercial property industry and to establish, through testing and other criteria, standards for professional designations recognized as educational achievements in the commercial property industry (“Designations”); and

WHEREAS, BOMI desires that the Local shall offer, promote and conduct BOMA Local Classroom Courses in accordance with the terms and conditions of this Agreement and subject to the mutual rights and obligations of the parties hereto; and

WHEREAS, the Local is a BOMA Federated Local Association of the Building Owners and Managers Association International (“BOMA International”) and has offered and desires to continue to offer, promote and conduct BOMA Local Classroom Courses in accordance with the terms and conditions of this Agreement and subject to the mutual

rights and obligations of the parties hereto.

NOW, THEREFORE, in consideration of the mutual rights and obligations contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, BOMI and the Local agree as follows:

1. BOMA Local Classroom Courses and Independent Study Courses. BOMI hereby authorizes the Local to offer, promote and conduct the BOMA Local Classroom Courses during the term of this Agreement in accordance with the rights and limitations and subject to the terms and conditions set forth herein including the following:
 - (a) The Local shall offer, promote and conduct the BOMA Local Classroom Courses in accordance with the Course Operations Manual that is published from time to time by BOMI in printed form and on the BOMI website. BOMI may publish revisions and new versions of the Course Operations Manual, in its discretion, provided that it gives the Local written notice of material revisions and new versions at least ninety (90) days prior to their effective date. The Local may submit written comments to BOMI within thirty (30) days of the date of such notice. BOMI shall consider such comments, but is not required to incorporate them into the proposed revisions or new versions. BOMI frequently updates its website and its Course offerings, Course requirements, Course Materials, promotional materials, teaching techniques, instructor training, and requirements for its Designations and includes this information in its Course Operations Manual. Such topics, revisions, and updates to such topics shall not be considered material and it shall not be necessary to give notice of them to the Local.
 - (b) The Course Operations Manual shall apply to all BOMA Federated Local Associations that have entered into an agreement with BOMI to offer, promote and conduct BOMA Local Classroom Courses. A BOMA Federated Local Association is an association of building owners and managers in the commercial real property industry in a specific locality that has signed the Federated Agreement with the Building Owners and Managers Association International, an Illinois corporation, that is qualified as a tax exempt trade organization under Section 501(c)(6) of the United States Internal Revenue Code of 1986, as amended.
 - (c) The Local shall incur and pay all costs that are incurred with respect to its undertakings set forth in this Agreement to offer, promote and conduct BOMA Local Classroom Courses including BOMI's fees ("Course Fees") charged to the Local for the Courses, the Course Materials and the exams that are set forth in the BOMI Fee Schedule in the Course Operations Manual. The Local shall pay the Course Fees to BOMI upon receipt of BOMI's invoice.

- (d) The Course Operations Manual shall include all of the material guidelines for the Local to offer, promote and conduct BOMA Local Classroom Courses including without limitation: (i) Course Location Guidelines for BOMA Local Classroom Courses; (ii) Course Presentation Guidelines for conducting BOMA Local Classroom Courses; (iii) Instructor Selection Guidelines for BOMA Local Classroom Courses; (iv) Course Marketing Guidelines; (v) Examination Guidelines for BOMA Local Classroom Courses and Independent Study Courses; and (vi) Instructor Training Guidelines.
 - (e) The Local shall be responsible for compliance with all applicable state, county and local governmental laws, regulations, codes and ordinances with respect to its undertakings and obligations set forth in this Agreement.
 - (f) The Local shall register students and collect tuition for BOMA Local Classroom Courses. The Local shall determine the amount of tuition charged to its students for the BOMA Local Classroom Courses that it offers pursuant to this Agreement. BOMI shall refer inquiries to the Local from members of the Local regarding registration for the BOMA Local Classroom Courses scheduled to be offered by the Local.
 - (g) The Local shall use the Course Materials only as specified in the Course Operations Manual. The Local shall not change, modify or alter the Course Materials or delete or remove the copyright notice or the name of BOMI from the Course Materials.
 - (h) The Local shall return all Course Materials to BOMI pursuant to the requirements in the Course Operations Manual.
2. Course Materials and Course Services of BOMI. BOMI shall provide to the Local the Course Materials and course services (“Course Services”) required to offer, promote and conduct BOMA Local Classroom Courses. All such Course Materials and Course Services are and shall remain the sole property of BOMI:
- (a) BOMI shall provide to the Local promotional and marketing materials for the BOMA Local Classroom Courses, including, at BOMI’s option, camera-ready materials. BOMI, in its sole discretion, may assist the Local in the promotion and marketing of the BOMA Local Classroom Courses, provided that, BOMI shall inform the Local of its promotional and marketing activities. The Local may develop promotion and marketing materials for the BOMA Local Classroom Courses pursuant to the requirements in the Course Operations Manual so long as the Local shall pay all of the costs of such materials. BOMI shall have the right to approve all such materials prior to their use by the Local.
 - (b) BOMI shall publish the Course Operations Manual.

- (c) BOMI shall provide the Course Materials including the Instructor's Support Materials that include PowerPoint files and Instructor Manuals.
 - (d) BOMI shall notify students of their grades pursuant to the time requirements in the Course Operations Manual. The determination of grades shall be within the sole discretion of BOMI and based on the study requirements and the examination results.
 - (e) BOMI shall award Certificates of Completion and Achievement to students that have fulfilled all of BOMI's requirements for the BOMA Local Classroom Courses for such Certificates, as determined solely by BOMI, provided that, the Local shall have paid all Course Fees due to BOMI.
 - (f) BOMI shall grant Designations, including the RPA®, FMA®, SMA® and SMT® Designations, to students who have fulfilled all of the requirements of BOMI for such Designations, as determined solely by BOMI.
 - (g) BOMI shall secure approval of the BOMA Local Classroom Courses and the Independent Study Courses for real estate continuing education requirements in appropriate states whenever possible; BOMI does not represent that such approval will be obtained for each and every course in each and every state.
 - (h) BOMI shall provide to the Local, upon request and without charge, one complete set of Course textbooks, including periodic updates, for display by the Local at its office and elsewhere solely for promotional use.
 - (i) BOMI shall participate in the Local's scholarship program, if any, by donating one set of Course Materials and waiving its course and examination fees for one Course per year, if and only if the Local has established a scholarship program and complied with all applicable state and federal laws.
 - (j) BOMI shall maintain a student database. At the request of the Local, BOMI shall give the Local a list of students currently enrolled at the Local's exam center and their remaining educational requirements to be granted Designations.
 - (k) BOMI shall provide annual training programs for Course Instructors and Course Coordinators.
3. Other BOMI Courses and Agreements. BOMI shall have the right in its sole discretion without prior notice to the Local to enter into agreements and to offer its Courses and Course Materials in any format, in any medium, at any time, and at any location, to individual students, colleges, universities, corporations, unions, institutions, associations and other legal entities, whether profit or nonprofit, including other BOMA Local Associations, government agencies and divisions, public and private institutions, and through other distribution entities. The Local

also shall have the right to offer other courses and enter into other agreements to offer courses for the professional education of persons engaged in the management and administration of commercial property.

4. Marketing and Administrative Support of BOMA Local Classroom Courses.

(a) In recognition of the marketing and administrative support provided by the Local to facilitate the education of its members and others in the commercial property industry by the offer, promotion and conduct of the BOMA Local Classroom Courses (which benefits BOMI in attaining its educational goals), BOMI shall pay to the Local, whether qualified as a Category A or Category B Local, \$20 per course for each independent, self-study student who is given an exam for an Independent Study Course

(b) In addition, in recognition of the marketing and administrative support provided by the Local for BOMA Local Classroom Courses, if the Local qualifies as a Category B Local, as defined in the Course Operations Manual, then during the calendar year immediately following such qualification during the term of this Agreement:

(i) BOMI shall pay to the Local \$20 per course for each student of the Local who attends a Corporate Course of BOMI who had previously enrolled in a BOMI Designation program; and

(ii) BOMI will use its best efforts based upon the needs in the Local's market, as determined by BOMI, to schedule Accelerated Courses in the Local's market and to offer to the Local the opportunity to offer, promote and conduct up to one-half of the Accelerated Courses scheduled to be offered by BOMI in the Local's market; provided that, however, the Local must notify BOMI in writing within thirty (30) days after the schedule of Accelerated Courses for the next calendar year is published that the Local will accept the offer and assume the responsibility to offer, promote and conduct such courses pursuant to the requirements of the Course Operations Manual and, provided further, that the Local has accepted and performed all such offers to offer, promote and conduct Accelerated Review Courses in the Local's market during the immediately preceding twenty-four months calculated from the most recent date BOMI published the schedule of Accelerated Review Courses. If the Local has not accepted all such offers, then BOMI shall not be obligated to schedule Accelerated Courses and offer them to the Local as set forth in this subsection (ii) during 24-month period.

5. Copyrights and Ownership of Courses, Course Materials and Course Services. The Local expressly acknowledges that BOMI is the sole and exclusive owner of all of the right, title and interest and property rights, including copyrights, in and to the Courses, Course Materials and Course Services including, without limitation, the content and names of courses, programs, printed materials, certificates, Instructor Support Materials, training aids, tapes, audiovisual presentations and PowerPoints

supplied by BOMI and related to the Courses, and any derivations thereof, in any format or medium, including the Course Operations Manual, all other published materials of BOMI, including the website(s) of BOMI (all of which are collectively referred to throughout this Agreement as the "Course Materials") and the Local agrees (i) not to reproduce, or permit reproduction of, prepare derivative works, distribute copies by sale, rental, lease or lending, perform or display all or any portion of the Courses or the Course Materials in any format or medium, including digital transmission, without first obtaining the express written permission of BOMI; and (ii) with respect to the Courses and the Course Materials, not violate the copyright laws of the United States (Title 17, U.S. Code) or the laws of any state or local jurisdiction. The Local also acknowledges that nothing in this Agreement or its implementation by the parties shall be deemed to be a license or transfer of, or a right to sublicense or transfer, any literary rights, copyright or other rights or interests in the Courses or the Course Materials by BOMI to the Local or to any other person or entity. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

6. Indemnification and Hold Harmless. Local shall indemnify, save and hold harmless BOMI and its officers, directors, employees, agents, attorneys and contractors from any claims, suits or liabilities arising out of the Local's promoting or conducting of Courses or the Local's use of the Course Materials, except such claims which are based solely on the negligent or intentional acts of BOMI, or the use of the Course Materials solely by BOMI. BOMI shall indemnify, save and hold harmless the Local and its officers, directors, employees, agents, attorneys and contractors from any claims, suits or liabilities: (i) arising out of BOMI's promoting or conducting of Courses or BOMI's use of the Course Materials, and any decision of BOMI to award or not award a designation or any other certificate to students; and (ii) the promotion or conducting of Courses or its use of the Course Materials that is alleged to be a copyright infringement, except any such claims which are based solely on the negligent or intentional acts of the Local. The parties shall cooperate and assist each other in any such actions. The indemnified party shall give the indemnifying party prompt written notice of any such claim. The indemnifying party shall not settle any such claim without the indemnified party's prior written consent, which may not be unreasonably withheld. The indemnifying party shall pay any damages and costs assessed against the indemnified party (or paid or payable pursuant to a settlement agreement) in connection with such a suit or proceeding. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.
7. Applicable Laws; Venue and Jurisdiction. This Agreement shall be interpreted under the laws of the State of Maryland. The parties hereby submit to the exclusive jurisdiction of the state courts of the State of Maryland in Anne Arundel County and the federal courts located in the State of Maryland for all matters arising under this Agreement and any related Agreements, matters and documents. Service of process sufficient for personal jurisdiction in any action hereunder if permitted by statute or rule of procedure against any party may be made by registered or certified mail, return receipt requested, to the address specified pursuant to Section 9.

8. Entire Agreement. The terms and provisions of this Agreement constitute the entire agreement between the parties hereto with respect to the subject matter of this Agreement and supersede all previous communications, representations or agreements, either oral or written, between the parties relating to such subject matter. No change, alteration or modification of this Agreement shall be effective unless made in writing and signed by both parties hereto. If any provision of this Agreement is deemed to be invalid, it shall be considered deleted herefrom and shall not invalidate the remaining provisions.
9. Notice. Any notice from BOMI to be given to the Local pursuant to the terms of this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, return receipt requested (such mailed notice to be effective on the date such receipt is acknowledged or refused), or by telecopy, with a written confirmation, and a copy sent by mail as described herein, to the Local in writing in care of the President of the Local and the Association Executive of the Local, at the address currently on record with BOMI. Any notice from the Local to be given to BOMI pursuant to the terms of this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, return receipt requested (such mailed notice to be effective on the date such receipt is acknowledged or refused), or by telecopy, with a confirmation, to the Chairman of BOMI and the President and CEO of BOMI at its address set forth above in the preambles or such other address as provided to the Local pursuant to notice given in accordance with to this section, and be effective (i) if given by mail, on the third business day after such communication is deposited in the mail, addressed as above provided; (ii) if given by telecopy, on the date of the confirmation; and (iii) if given by personal delivery, when delivered at the address of the addressee as above provided and a receipt obtained, except that notices of a change of address shall not be effective until received.
10. Default and Cure. No breach of this Agreement shall be deemed a material breach unless the party claiming such breach shall have given the other party notice of such breach and said party shall fail to cure such breach within ten (10) days after receipt of such notice. In the event of such material breach and failure to cure, the parties agree that money damages may not be a sufficient remedy and that the non-breaching party shall be entitled to emergency injunctive relief as a remedy for any such breach and the cost of legal fees, expert witnesses and suit costs in seeking such relief. Such remedy shall not be deemed to be the exclusive remedy for the breach of this Agreement, but shall be in addition to all other remedies available at law or in equity to the non-breaching party.
11. Term. This Agreement will be effective as of the date first above written for a period of two years. Following the first two years of this Agreement, the parties will continue to operate under the terms and conditions stated herein, on a month-to-month basis. Notwithstanding, either party may cancel this Agreement at any time upon giving ninety (90) days prior written notice of cancellation to the other party.
12. Miscellaneous. (i) The preambles to this Agreement are incorporated herein and

made a part of this Agreement: (ii) Neither the Local or BOMI shall have any authority to bind or commit the other party by promise or representation unless specifically authorized in writing by such party; (iii) Nothing contained herein shall be construed whether implied or inferred as establishing a joint venture, partnership, agency or master servant relationship between the Local and BOMI, or otherwise making either party liable for any of the obligations of the other; (iv) Neither party may assign its rights or obligations under this Agreement without the written consent of the other. Subject to the foregoing, the provisions of this Agreement binding upon and inure to the benefit of the parties hereto and their respective successors; (v) The headings or titles in this Agreement are for convenience or reference only and shall not affect the meaning of any of the provisions of this Agreement; (vi) In the event any provision of this Agreement is invalid as applied to any fact or circumstance, its invalidity shall not affect the validity of any other provision or of the same provision as applied to any other fact or circumstance, and; (vii) This Agreement may be amended only by written agreement signed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written.

ATTEST:

Building Owners and Managers Institute
International Incorporated

By: _____
President
(Seal)

By: _____
Chairman
(Seal)

Witness

Witness

Name of Local

By: _____
Secretary
(Seal)

By: _____
President
(Seal)

Witness

Witness