



Vermont Association of REALTORS®

Instructor's Independent Contractor Agreement

This agreement is made between the Vermont Association of REALTORS® (hereinafter "VAR"), a not-for-profit organization formed under the laws of the state of Vermont and <insert name> (hereinafter "Instructor"), an independent contractor, located at <insert address>. Instructor agrees to render the following services in accordance with the following terms and conditions.

1. **Program Description:** Instructor will teach the following courses to the best of his/her ability:

COURSE NAME	DATE(S)	TIME	LOCATION

2. **Compensation:** Upon successful completion of aforementioned courses, VAR agrees to pay Instructor the negotiated rate of <insert rate>. The fee herein includes travel time, development of course outline and material preparation.
3. **Payment Provisions:** VAR agrees to pay Instructor by check made payable in the sum of <insert rate> within thirty (30) business days upon presentation of the invoice at the conclusion of the course.
4. **Liability:** Instructor agrees to hold VAR harmless of any loss, claim, damage or liability of any kind involving an employee, officer or agent of the Instructor arising out of or in connection with this agreement.
5. **Cancellation:**
 - a) Either party may cancel this Instructor without obligation to the other, if cancellation notice is received in writing at least 10 business days before the course date
 - b) If, due to low registration/anticipated attendance, VAR is forced to cancel a course 5-9 days prior to course date, VAR shall compensate the Instructor 15% of negotiated rate. If VAR is forced to cancel 1-4 business days prior to the course, VAR shall compensate the Instructor 30% of the negotiated rate
 - c) If, due to illness, accident or other causes legally known as Acts of God, VAR or Instructor is forced to cancel any part of this agreement, neither party, nor any representative shall be liable for payment.
6. **Course Materials:** Instructor shall provide VAR with electronic copies of all course materials, including PowerPoint presentations and the like, prior to the first course offering.

7. **Failure of Instruction:** Failure of instruction or failure to appear may result in the cancellation of courses described in this contract that have not yet been held or any other Independent Contractor Agreement(s) for course instruction with VAR without compensation. Because the mission of VAR's Education Department is to offer the best educational opportunities for real estate professionals in Vermont, success or failure of instruction is determined by the overall score of the "Instructor" section of student evaluation scores (see attached sample), which must consistently equal 80% or greater.
8. **Miscellaneous:** *a)* the undersigned instructor understands that approval by the Vermont Real Estate Commission or Vermont Board of Appraisers to teach the course described herein does not grant him or her approval to teach any course at any time in Vermont; instructor approval in Vermont occurs on a course-by-course basis *b)* the undersigned instructor understands that courses approved with the Vermont Association of REALTORS® (VAR) as the course provider can only be taught through VAR *c)* the undersigned understands that courses approved by the Vermont Real Estate Commission and/or Vermont Board of Appraisers shall be taught as outlined; modifications to curriculum must be submitted to VAR Education & Events Director no less than 90 days prior to next class date (per rules established by the State of Vermont) for approved by the Vermont Real Estate Commission and/or Vermont Board of Appraisers *d)* VAR shall have the right and royalty-free license to simulcast or produce and show a tape-delayed broadcast of the Instructor's presentation to membership or the public generally, through close circuit or public television or commercial cable television, or voice record for radio broadcast *e)* Instructor shall, at no time, distribute or sell promotional or unauthorized educational material (tapes, books, etc.) during classroom hours *f)* Instructor shall not teach course developed specifically for VAR and/or copyrighted by VAR, or use materials copyrighted by VAR as handouts, such as legal forms, without expressed written consent of VAR *g)* this agreement shall, in all respects, be governed by and construed in accordance with the laws of the state of Vermont.
9. **IN WITNESS WHEREOF**, this agreement has been executed by the undersigned on the below day and year written.

Instructor's Name (Printed)

Instructor's Signature

Date

Michelle R. Wass
VAR Education & Events Director

Date