



## Ready to Rent Licensing Agreement

The purpose of this AGREEMENT is to set forth the LICENSING terms and conditions that will govern the use of the Ready to Rent® curriculum and training program.

This AGREEMENT is between **Ready To Rent** and

\_\_\_\_\_ (AKA Licensee)

(Please Print Agency Name)

### Licensing & Fee

The Licensee named above will pay a one-time \$350 fee and have unlimited use of curriculum materials with agency clients. If Licensee discontinues use of the curriculum, Licensee must notify Ready To Rent in writing within 90 days.

Licensing includes:

- The following materials associated with the Ready to Rent Curriculum (provided on flash drive):
  - ✓ Housing Readiness Training Manual (guide to teaching housing readiness)
  - ✓ Instructor Training Guide
  - ✓ Standard Ready to Rent Action Kit (participant workbook)
  - ✓ Adapted Ready to Rent Action Kit (participant workbook)
  - ✓ Spanish language Ready to Rent Action Kit (participant workbook, on CD only)
  - ✓ Outline of Ready to Rent Orientation in PowerPoint
  - ✓ Essential marketing materials, including program fliers, sample presentation to landlords, and other related materials.
  - ✓ Sample program forms, including forms used in Ready to Rent trainings, forms used to promote and administer the Ready to Rent program.
  
- Instructor certification is required before teaching the Ready to Rent curriculum. To become “certified,” Licensee designee(s) must complete the Instructor Certification Training prior to teaching any part of the curriculum. Certified Instructors may include staff, volunteers, board members, etc.
  
- Licensee has the right to make copies, electronic and otherwise, for training, program development, and marketing to clients, landlords, and partners. Copies must be in compliance with the standards outlined below. Licensee may not share sample curriculum with any person or entity other than internal staff, board members or at the request of funders. When sharing sample curriculum, Licensee must use a “DRAFT” format and convert sample to a Portable Document Format (PDF) when sending via electronic mail or CD. The Licensee may not sell or use any or part of the program curriculum outside of this agreement and the Ready to Rent training guidelines.

- Licensee has the liberty to translate curriculum materials into languages other than English or modify the curriculum to accommodate specific laws, regulations or program guidelines. In addition, the Licensee has the ability to delete material and/or add additional curriculum material as needed to make the curriculum more effective for specific audiences. Licensee will not be required to get approval on these curriculum changes, but must provide the Ready to Rent National Office with a master copy of the adapted curriculum in its entirety including periodic updates. Except as otherwise provided herein, the Ready To Rent (copyright owner) will have a royalty free license to use all changes, modifications and derivatives of the program created by Licensee (“Derivative Works”) and will credit, in writing within the curriculum, all derivative works to the Licensee.
- Licensee has the ability to add agency logo(s) on necessary forms and marketing materials only. The “official” Ready to Rent logo must appear on all materials.
- Licensee will receive updates of program standards or major curriculum changes from the Ready to Rent National Office via electronic mail or on CD sent via U.S. Mail.
- Licensee is entitled to on-going technical assistance via phone or e-mail.

## **Standards.**

### **A. Training Length**

Licensee will provide class participants with the minimum training length of 12 hours. Work done outside of the group training sessions does not count towards the 12 hour total, except in cases of reasonable accommodation or makeup of a missed training session as described below.

### **B. Training Topics**

It is the responsibility of the Licensee to assure that all six of the Ready to Rent training sessions are taught during the training series. Certified Instructors are given flexibility to give specific focus to the areas of most importance to the population being trained, but must meet all training objectives outlined in the curriculum. Additional training topic and guidelines may be added.

The training sections are:

- ✓ Training #1 Ready to Get Started
- ✓ Training #2 Ready to Solve Problems
- ✓ Training #3 Ready to Prepare Finances
- ✓ Training #4 Ready to Shop for a Home
- ✓ Training #5 Ready to Settle In
- ✓ Training #6 Ready to Move On

**Instructor Certification.** All individuals teaching the Ready to Rent curriculum must complete Instructor Certification Training and sign a Certified Instructor Agreement. This training is only provided by the Ready to Rent National Office via webinar. Instructor Certification Training includes three, two-hour on-line training sessions and all teaching materials. All instructors receive on-going technical assistance via phone, e-mail or webinar. The cost for training is \$575 per person for all trainees under the Licensee and will not be subject to future training price increases. A previously “certified” instructor may transfer their certification to any licensed agency (unlicensed agencies must purchase a licensing) and must notify the Ready to Rent National Office.

**Limitations.** Licensee will not be able to sell or distribute any portion of the Ready to Rent curriculum (including curriculum changes and alterations), the training, or any associated materials to any individual or party outside its agency

Licensee is prohibited from making a profit on the Ready to Rent curriculum or program. If a fee-for-service must be charged, it should only be to recover the initial purchase price, Instructor Certification Provider licensing fee, or actual program and training costs.

Licensee may not market the program to any party outside of the agency nor provide program consultation to any party outside of the agency without permission from Ready To Rent. Licensee will forward such parties to Ready To Rent before giving general program information, technical assistance, program advice or recommendations.

**Non-Compete.** The Licensee, its Certified Instructors, or any community partner associated with the development, delivery, funding or promotion of Ready to Rent are prohibited from developing a similar curriculum within the first three years of the signed Licensing Agreement or three years after discontinuation of curriculum (with the required notification to Ready To Rent).

**Reporting.** The Licensee and Certified Instructors will periodically be asked to provide feedback on best practices developed, how the program is doing, and testimonials on the effectiveness of the program. Ready To Rent will provide the necessary reporting forms.

**Successors and Assigns.** This Licensing Agreement shall inure to the benefit of and be binding upon Ready To Rent and the Licensee to the Licensing Agreement and the successors and assigns of the Licensee. Notwithstanding the foregoing, neither party may assign this Licensing Agreement without the prior written consent of the other party.

**Cooperation/Further Assurances.** Ready To Rent and Licensee will cooperate with each other and provide such assistance as may be reasonably requested in connection with the fulfillment of their respective obligations under this Licensing Agreement.

**Governing Law.** This Licensing Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, United States, regardless of the laws that might otherwise govern or be applicable under principles or conflicts of laws.

**Enforcement/Attorney fees.** The failure of either party, in one or more instances, to insist upon compliance with any of the terms and conditions or to exercise any right or privilege conferred in this Licensing Agreement shall not constitute or be construed as the waiver of such or any similar restriction, rights, options, or privilege, but the same shall continue and remain in full force and effect as if no such forbearance had occurred. This Licensing Agreement shall be enforceable by Ready To Rent and the Licensee through all legal means available to comply with the Licensing Agreement and applicable rules and regulation, at law or in equity. Without limitation of available remedies, Ready To Rent and the Licensee shall be entitled to injunctive relief and to demand rescission of any transaction, which was completed in violation of this Licensing Agreement. In any action commenced or taken to enforce this Licensing Agreement, Ready To Rent and Licensee shall be entitled to recover reasonable attorneys fees, court costs and litigation expense incurred in connection with such enforcement action.

**Time is of the Essence.** Time shall be of the essence in the performance of the terms and conditions of the Licensing Agreement.

**Merger.** This Licensing Agreement constitutes the final, complete and entire agreement among the parties with respect to the subject matter thereof and all prior agreements and understanding are merged herein.

**Amendment.** Only an instrument in writing executed by Ready To Rent and the Licensee may amend the Licensing Agreement.

**Severability.** The invalidations of any one or more of the provisions of this Licensing Agreement or any part thereof by judgment of any court of competent jurisdiction shall not in any way affect the validity of any other provision of the Licensing Agreement, but the same shall remain in full force and effect.

**Notices.** Any notices permitted or required to be given hereunder shall be given in writing and shall be delivered in person or by nationally recognized overnight courier or sent by certified mail, return receipt, postage prepaid, addressed as follows:

If to Licensor:

Ready To Rent

16500 SW Walker Rd. #444

Beaverton, OR 97006

If to Licensee:

Licensee: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

### Licensing Signature Page

In Witness whereof, Ready To Rent and the Licensee named below have caused this Licensing Agreement to be duly executed as of the date signed by the licensee.

**Ready To Rent**  
**16500 SW Walker Rd. #444**  
**Beaverton, OR 97006**

**Licensee:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City/State/Zip:** \_\_\_\_\_

By:     Raina Evans      
Title:     Owner/Sole Proprietor      
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_