

Sample Instructor Agreement

This Agreement is hereby made by and between the _____, an
_____ not-for-profit corporation with offices at _____.
_____, ("Contractor").

State of Corp: _____

Federal ID #: _____

Address: _____

Phone: _____

FAX: _____

Whereas, Contractor has the capacity to provide educational services of the type contemplated by this Agreement: and

Whereas, _____ desires the services of Contractor for such educational services.

Now, therefore, _____ and Contractor agree as follows:

1. **Services to be Provided:** Contractor agrees to provide the services of its employee, officer, or shareholder (circle one) _____, to deliver the following educational course in the following capacity:

Course Name: _____

Course Start Date: _____

Course End Date: _____

Place: _____

Capacity: ☐ Senior in Charge
 ☐ Second Senior
 ☐ Jr./WSL/Auditor

Contractor agrees that _____ will make him/herself available on a reasonable basis to give help to individual students enrolled in the course when necessary or useful for the educational development of the students.

2. **Terms of Payment:** _____ shall pay Contractor a sum which is dependent upon the number of fully paid registrants of the course, according to the attached Schedule of Teaching Fees, upon receipt of executed invoice from contractor.
3. **Method of Instruction:** Contractor acknowledges that Instructor shall: 1) satisfy the learning objectives set by CCIM for the Course as outlined in the course material; 2) achieve a satisfactory pass rate by the students of the exam to be administered at the conclusion of the Course; and 3) receive satisfactory evaluation by students attending the Course.
4. **Promotion of other Courses:** Contractor agrees that Instructor will not promote other non-CCIM courses or course providers on site at the Course which is the subject of this Agreement.
5. **Reference Material:** _____ agrees to provide Contractor reference material for use by Instructor in the Course. _____ will also provide Contractor with Student Reference Material for each Course registrant.
6. **Warranties:** Contractor represents that Instructor's lectures shall contain nothing of such a nature that could be reasonably considered scandalous, defamatory or obscene. Contractor further represents that any and all educational materials utilized in the Course shall not violate, infringe, or impede the legal or equitable rights of any person, firm, corporation, or other organization.
7. **Tax Duties and Responsibilities:** Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by _____ on behalf of Contractor or the employees, officers, or shareholders of Contractor. The person provided by the Contractor to perform services hereunder shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Contractor understands that it is responsible to pay, according to law, all applicable taxes.
8. **Termination With Cause:** With reasonable cause, either party may terminate this Agreement effective immediately upon the giving of written notice of termination with cause. Reasonable cause shall include, without limitation: a) material violation of this Agreement; b) any act exposing the other party to liability to others for personal injury or property damage; c) cancellation of the subject event; d) any circumstance beyond the control of either party.
Reasonable cause on the part of the Contractor does not include a low number of fully-paid registrants resulting in a commensurate reduction in Teaching Fees.
9. **Notices:** Any notice given in connection with this Agreement shall be in writing and shall be delivered in writing to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.
10. **Choice of Law:** Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the law of the State of Illinois.
11. **Arbitration:** Any dispute under this Agreement or related to this Agreement shall be submitted to binding arbitration by the American Arbitration Association. Damages shall be for actual damages only, punitive damages shall not be awarded.

12. **Previous Agreements:** This Agreement cancels and supersedes all previous agreements by and between Contractor and _____ and constitutes the entire agreement between the parties hereto.
13. **Amendment:** This Agreement may be amended or modified only by written agreement executed by both of the parties hereto.