AGREEMENT TO ADVERTISE CONTINUING EDUCATION SERVICES

MIAMI Association of REALTORS®, Inc., to be known as Miami and South Florida REALTORS, Inc. once name is approved ("MIAMI + RWorld"), is pleased to post information on its website about continuing education courses provided by Florida Housing Finance Corporation, a public corporation and a public body corporate and politic duly created and existing under the laws of the State of Florida ("Florida Housing"). MIAMI + RWorld and Florida Housing may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Florida Housing provides a three-hour continuing education course (the "CE Course") at regular intervals throughout the year in a virtual classroom, at no cost to the attendees or Miami + RWorld, for the purpose of educating Real Estate Professionals on Florida Housing and its programs. Florida Housing represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide the CE Course.

B. Miami + RWorld maintains the website www.miamirealtors.com, which includes calendar detailing, amongst other things, various classes and seminars being offered to its members.

C. The Parties recognize that the nearly 96,000 members of Miami + RWorld will benefit from access to the CE Course. Miami + RWorld agrees to include on its website calendar the date, time, a brief description of the CE course, and a link to the registration page on the Florida Housing website for each instance of the CE Course offered by Florida Housing during the term of this agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The Recitals set out above are true and correct and are incorporated into and made a part of this Agreement.

2. **Mutual Waiver of Liability.** Each Party shall not be deemed to have assumed any liability for the acts, omissions, or negligence of the other Party, its agents, its servants, or employees, and each Party specifically accepts responsibility for its acts, omissions or negligence and for the acts, omissions or negligence of its agents, servants or employees. This Agreement is executed by the undersigned solely in their official capacity on behalf of their respective Party, and no personal liability shall attach to the individual with respect to this Agreement. Nothing herein shall be construed as a waiver of sovereign immunity by Florida Housing; it being the intent to reserve all such rights and immunities to the fullest extent of the law.

3. **Term.** The initial term of this Agreement shall be for **three years** from the Effective Date, unless terminated earlier. If the parties mutually agree in writing, the Contract may be renewed once for an additional three-year period.

4. **Recruiting is not permitted.** Florida Housing acknowledges and agrees that during the duration of the CE Course it shall not engage in any form of recruiting, solicitation, or promotion of employment opportunities, whether for Florida Housing or on behalf of any other individual or entity.

5. **ANTITRUST POLICY.** Florida Housing agrees to maintain a neutral learning environment. Florida Housing is aware of MIAMI + RWorld's Antitrust Policy as it exists as of the Effective Date of this

Agreement. MIAMI + RWorld shall timely notify Florida Housing of any future amendments. If Florida Housing fails to comply with the Antitrust Policy, MIAMI + RWorld reserves the right to terminate this agreement. MIAMI + RWorld's Antitrust Policy can be found at www.miamirealtors.com/antitrust, and is as follows:

> *"MIAMI Association of REALTORS®, Inc. ("MIAMI"), a not-for-profit trade association, is the voice for real estate, influencing and shaping the industry, and is devoted to being the business and public policy advocate for REALTORS®. MIAMI meetings and events often include real estate professionals and other industry stakeholders who compete with each other or work for competing businesses. MIAMI is committed to conducting all meetings and events in a professional, ethical, and lawful manner, including adherence to all antitrust laws. This ensures pro-consumer, pro-competitive marketplaces that facilitate the sale of real estate. To that end, the topics of this event or meeting will focus on advancing the interests real estate professionals and consumers of real estate services, increasing competition, reducing risk for all parties involved in real estate transactions, and sharing insights on business best practices. The following discussion topics are always prohibited: agreements to fix prices, limiting product or service offerings, allocating geographical territory or customers, and refusing to deal. Any discussion inconsistent with this policy will not be tolerated."*

6. **OTHER REQUIREMENTS TO COMPLY WITH ANTITRUST POLICY.** In addition to complying, generally, with MIAMI + RWorld's Antitrust Policy, Speaker agrees to comply with the requirements set forth below:

a. **Display the Antitrust Policy.** Speakers must display the below Antitrust Policy before any substantive content on all Materials. For example, if the Speaker has a handout and/or presentation, the first page of the handout and/or the first slide of the presentation must display the Antitrust Policy before any substantive content. Speakers shall reproduce the following Antitrust Policy directly within the Presentation Materials:

   (i) *The following webinar will be attended by real estate professionals and other industry stakeholders who compete with each other or work for competing businesses. As such, this webinar will be conducted in adherence with all antitrust laws. As a result, the webinar will focus on advancing the interests of real estate professionals and consumers as a whole, and will avoid discussions of price fixing, market and customer allocations, and other topics that are in violation of antitrust laws. Any discussions inconsistent with the foregoing will not be tolerated.*

b. **Enforce the Antitrust Policy.** If participants and/or attendees violate the Antitrust Policy, MIAMI + RWorld reserves the right to terminate this agreement.

c. **Read and comply with any updates sent directly to** Mark.Pease@floridahousing.org & Contract.Admin@floridahousing.org. Speaker must read the important updates here to continue delivering accurate information to MIAMI + RWorld's members.

7. **Intellectual Property.** Any materials, presentations, slides, or content delivered by the Florida Housing shall remain the intellectual property of Florida Housing.

8. **Copyright.** Florida Housing represents and warrants that they have obtained all necessary written permissions or other legal rights to use any third-party content or any content not originally created by Speaker.

9. **Termination.**

a. Either Party may terminate this Agreement, without cause, upon written notice provided that such notice is given at least 5 business days before the next scheduled CE Course.

b. **Course Cancelation.** Florida Housing may cancel a CE Course for any reason at least 5 business days of the scheduled CE Course. All attendees will be notified of any cancelations within a reasonable timeframe.

c. **Governing law and jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any legal action, suit, proceeding, or disputes arising from this Agreement brought by a Party shall be subject to the exclusive jurisdiction of the courts located within the non-filing Party's then-current principal place of business at the time the relevant proceeding is initiated. Each party irrevocably submits to the exclusive jurisdiction and venue of such courts for any such legal action, suit, proceeding, or dispute and waives any objection based on improper venue or *forum non conveniens*.

10. **Modification.** Either party may request a modification of the provisions of this Contract. Modifications that are mutually agreed upon shall be valid only when reduced to writing and signed by the parties.

11. **Legal Authorization.** The Parties certify with respect to this Agreement that they possess the legal authority to enter into this Contract and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Parties also certifies that the undersigned possesses the authority to legally execute and bind the Parties to the terms of this Agreement.

12. **Electronic Signatures.** The parties agree that this Contract (and any attachments, exhibits, and amendments) may be executed and delivered by electronic signatures and that the signatures appearing on this Contract are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. Each executed counterpart shall be deemed an original, and all such counterparts shall constitute one and the same document. As used herein, the term "electronic signatures" shall have the meaning in s. 668.50, F.S.

13. **Assignment.** Neither Party may assign any of its rights nor delegate any of its obligations under this Agreement, voluntarily or involuntarily, without written consent of the other Party. The Parties may not unreasonably withhold consent to an assignment. Any purported assignment that takes place without written consent shall be null and void.

14. **Severability**. In the event any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or enforceable, the remainder of the terms or provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

15. **Notices.** All notices required to be given under the terms of this Agreement shall be in writing, sent to the Parties as follows:

a. Florida Housing will receive notices at the following address:

Florida Housing Finance Corporation
Attn: Mark Pease
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Mark.Pease@floridahousing.org

With copies to:

Contract Administrator
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Contract.Admin@floridahousing.org

b. MIAMI + RWorld will receive notices at the following address:

Miami and South Florida REALTORS®, Inc.
Attn: Legal Department
1800 Oakwood Drive
Miami, FL 33166
Email: legal@miamire.com

c. **Form of Service.** Notice shall be given by: (1) electronic mail; (2) personal delivery; (3) certified mail, return receipt requested; or, (4) reputable overnight or two-day courier with proof of delivery. Notices shall be effective upon receipt.

16. Public Records

Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by MIAMI + RWorld in connection with this Contract is subject to the provisions of ss. 119.01-.15, F.S., as may be amended from time to time (Florida's Public Records Law). MIAMI + RWorld represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

Pursuant to s. 119.0701(2)(b), F.S., MIAMI + RWorld will be required to comply with public records laws, specifically to:

a. Keep and maintain public records required by the public agency to perform the service.

b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Notwithstanding anything contained herein to the contrary, the provisions and requirements of this paragraph shall only apply if and when MIAMI + RWorld is acting on behalf of Florida Housing.

If MIAMI + RWorld has questions regarding the application of Chapter 119, Florida Statutes, to MIAMI + RWorld's duty to provide public records relating to this contract, contact the Corporation Clerk at:

Corporation Clerk
227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Corporation.Clerk@floridahousing.org

17. MIAMI + RWorld understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in s. 20.055(5), F.S.

18. MIAMI + RWorld understands and agrees to comply with the provisions of s. 448.095, F.S.

19. MIAMI + RWorld attests, under penalty of perjury, that it does not meet any of the criteria in s. 287.138(2)(a) – (c), F.S.

20. MIAMI + RWorld attests, under penalty of perjury, that it does not use coercion for labor or services as defined in s. 787.06, F.S.

21. MIAMI + RWorld certifies that it is not listed on the convicted vendor list pursuant to s. 287.133, F.S.

22. MIAMI + RWorld certifies that it shall comply with, and is currently in compliance with, s. 420.512(5), F.S., as amended.

23. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and representations, whether oral or written. This Agreement may be amended or modified only by written agreement executed by the Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, each through a duly authorized representative, effective on the date last signed below ("Effective Date").

MIAMI ASSOCIATION OF REALTORS®, INC.

By: _____

Name, Title: Teresa Kinney

Date: 10/20/2026

FLORIDA HOUSING FINANCE CORPORATION

By: _____
Angeliki G. Sellers, CFO

Date: 10/16/26