



## COMPANY POLICIES AND PROCEDURES MANUAL

### Mission Statement

Corporate Broker doing business as The Force Realty or Bid4Agents Realty LLC ,a Nevada LLC doing business in other states as a foreign LLC, believes in the American Dream of home ownership. Our firm is committed to providing professional service to individuals, families and companies during the process of buying and selling real estate. With a foundation of integrity and a commitment to the highest ethical standards, we are committed to customer satisfaction and strives to exceed the customer's expectations by providing superior products and services.

We use our competitive advantage of residential and commercial brokerage expertise as a base upon which we build our organization. We will maintain, strengthen and perpetuate a business image of stylish, youthful vitality that responds to and predicts the market conditions with a reputation for providing a broad range of the most professional ,customer oriented real estate service available at competitive prices.

We have provided our Agents with the most powerful tools in the real estate market.

#### A. Our Commitments

- We are committed to integrity and the highest ethical standards in all of our interactions with our customers and the community.
- We are committed to fostering mutual respect and trust in all our business relationships.
- We are committed to open and honest communication.
- We are committed to continual training and improvement of our associates.
- We are committed to the acceptance and respect of all people.
- We are committed to good citizenship and to acting responsibly in giving back to the community through volunteer actions and contributions

#### B. Our Commitments to Our Associates

- Corporate Broker doing business as The Force Realty, is committed to supporting its associates by providing a nurturing work environment that is free of discrimination or harassment of any kind.
- We are committed to providing a variety of high quality services designed to enable each associate to be successful in the pursuit of his/her professional goals.

#### C. Our Commitments to Our Staff

- The firm is committed to providing a friendly, safe work environment that promotes teamwork and cooperation.
- The staff, comprised of talented, hard-working people, is dedicated to facilitating the success of the associates and executing the designated tasks necessary to achieve the overall goals of the company.
- We believe in a win/win team philosophy and the importance of individual performance as it relates to the overall success of the team.

### Company Goals

- 1) To provide the best qualified associates into the industry and to be the most professional, ethical and successful real estate company in the communities we serve.
- 2) To carry a complete and uncompromising commitment to the highest moral and ethical values for our company and our profession.
- 3) To make meaningful, unselfish contributions of our company resources to each community in which we serve.
- 4) To promote and maintain a total awareness of and concern for the importance of the needs of each individual whom we interact, our customers and clients, those within our organization and those within our industry.
- 5) To aggressively recruit, select and retain those individuals who have demonstrated the ability or the potential to become the highest caliber professional, i.e., one who possesses such attributes as integrity, ability, desire, knowledge, empathy, enthusiasm, ethics, determination and persistence.
- 6) To have an organization with an ability to grow horizontally and vertically if and when growth is appropriate based on a response to market needs which are present or anticipated. All growth opportunities will be evaluated in terms of support provided or profits generated directly or indirectly without dilution of our sales and marketing efforts.
- 7) To develop and maintain a profitable organization which will succeed and prevail.
- 8) To capture and maintain as a company the largest single share of each residential and/or commercial market we serve.

## II. General Statement of Policy

The purpose of this policy & procedure manual is to set forth the basic guidelines for the daily operation of the Corporation. It is intended to cover situations, or circumstances, or to answer questions about company policies and procedures. This office is committed to providing the highest quality of service to our clients and the professionals with whom we work. It is the policy of the company to conduct ourselves at all times in the highest ethical, professional and competent manner when dealing with our clients, associates and employees of this company, other Realtors and professionals.

### ***The purpose of this policy manual is to:***

- Establish a uniform system of daily conduct by and between The Company when dealing with each other in the firm, our clients and members of the public.
- Provide you with policies and guidelines to help avoid disputes with and liability to others, i.e., to provide an orderly system of conflict resolution.
- The States of California, Nevada, and Washington are represented in this manual. The Laws of these State, if not documented in this manual are inferred to be part of this manual. Everything is provided accordingly, and if there is a specific issue pertaining to a State it will be documented with the State that the specific policy or Law is referenced.

Your failure to comply with the policies and procedures within this manual may result in your termination from this company, and compensation will not be paid.

The Company is owned and Operated by Bid4Agents Realty.com LLC and the Broker is doing business as The Force Realty. The Company may operate in different States and with different Brokers, but that does not change the overall corporate structure. The Company owns and operates all of the Companies Registered in the States we do business in. The company is referred to in the manual as The Broker, The Corporate Broker, Designated Realtor, The Firm, and The LLC. The Company or Management; and agents are referred to as Sales people, or Sales Associates, or brokers, or brokers associates. The relationship of Sales Associates to the firm is that of independent contractors and no employer-employee relationship exists or is to be implied from any title, provision or language used in this manual.

The following items are incorporated into this manual by this reference whether or not the items are attached hereto:

- California Real Estate Law, Nevada Real Estate Law, and Washington Real Estate Law.
- The Bylaws Rules and Regulations of the National, State, and Local Associations of Realtors for which this company may be a member, including the Realtor Code of Ethics.
- The Bylaws, Rules and Regulations of the Multiple Listings Service(s) for which

this company is a member.

- Code of Ethics and Standards of Practice, Professional Business Practices in Real Estate.
- The Company's Independent Contractor Agreement
- All of these policies and procedures, State Laws, Federal Laws, and local association rules and regulations are documented in The Agent Paperless Office, and every agent and officer is responsible to read these and stay up to date as changes are made accordingly. Changes are made quarterly and all agents must comply with this policy or expect a written warning. The firm will not update you personally, so the agent must log on to stay compliant. If the agent does not follow this policy then there will be disciplinary action.

#### A. The Broker/Associate Relationship

This Company is part of an Individual Brokerage.

**SALESPEOPLE/BROKERS ARE INDIVIDUAL INDEPENDENT CONTRACTORS. BROKER DOING BUSINESS AS THE FORCE REALTY SHALL HAVE NO OBLIGATION TO WITHHOLD TAXES OR SOCIAL SECURITY FROM COMMISSION CHECKS. THERE ARE NO BENEFITS, AND WE DO NOT PROVIDE MEDICAL INSURANCE TO ANY AGENT.**

To the benefit of both the Salesperson and the Brokerage, an Independent Contractor Agreement shall be signed by both parties.

**Salespersons must be employed by a broker.** A broker must employ a salesperson. A salesperson is only licensed to act during employment by and on behalf of a licensed real estate broker. While a salesperson may be considered an independent contractor for certain limited tax purposes, under both the common law and the license law, regardless of any contract between the broker and salesperson designating the salesperson as an independent contractor, a salesperson is an agent of the broker. As a matter of law, a salesperson may only perform licensed activities as an employee under the supervision of a licensed broker

**Brokers employed by brokers.** A licensed broker acting in the capacity of a salesperson under a written agreement with a broker may perform acts for which a license is required for the employing broker at any place of business for which the employing broker is licensed. The broker-salesperson must maintain on file with the Commissioner the address of the business location where he or she expects to conduct most of the licensed activities, the employing broker's principal business office address, and the broker-salesperson's current residence address. The Commissioner must be notified of any change of any of the above addresses on the next business day following the change. Broker-salesperson and, therefore, cannot be modified by prior or subsequent oral agreements.

**Employment agreement.** Within five days after a salesperson is employed, the employing broker must give a written notification of the employment to the specific State Agency. Every broker must have a written, signed, and dated employment agreement with each salesperson (or employed broker-salesperson) employed by the broker, specifying the material aspects of the relationship between the parties, including supervision of licensed activities, duties, and compensation. Absent unusual circumstances, this form agreement represents a complete integration of the exclusive terms of the agreement between the Both the employer-broker and the salesperson licensee must retain copies of this agreement during the period of employment and for a period of three years thereafter, and it must be available for inspection by the Commissioner or a designated representative on request.

#### D. At Will Status

You are associated with this company *at will*. Except where it is otherwise expressly agreed in writing with the Broker, either party may terminate your association at any time, on 24 hours written notice with or without cause or

reason. If there is another agreement in place, such as a Branch office agreement, then that agreement is in full force and effect.

### **E. Valid Real Estate License**

You must maintain a valid California, Nevada or Washington real estate broker or salesperson license while associated with this company. If your license expires, you may not engage in any activities on behalf of this company which would require a real estate license until it is renewed. If your license is not renewed within thirty (30) days after it lapses, or if it is suspended or revoked by the Department of Real Estate, your association with this company will be immediately terminated.

**Broker has possession of the salesperson's license.** The salesperson's license is held by the employing broker at the broker's main business office until it is cancelled or until the salesperson leaves the broker's employment. The license of the broker and all salespersons must be available in the broker's main office for inspection by the Commissioner or a designated representative.

### **F. Compensation**

1. Fees and Commissions: All Commissions and Fees are to be made payable to the brokerage as follows: "The Force Realty". You will be paid a "split" of the fees and commission earned and actually paid to the broker for which you are the procuring cause. Your split is based on the attached Independent Contractor Agreement & Commission Schedule.

Payment of your split to you is conditional upon actual receipt of the commission by the broker. Payment of your split is further conditioned upon review of your file by the Broker/Sales Manager and the file being deemed by him/her to be complete and final certification by the Corporate Broker.

2. Monthly Advances/Draws: It is the broker's policy to NOT pay monthly advances or draws to our associates. An Agent may use an outside company for advance payments, such as ECommission, but the Corporate Broker, or the Corporation is not responsible for the agents borrowing money in advance.

3. Commissions Deductions/Expense Repayment: If the agents do not return Company property there will be a deduction as stated in this manual.

4. Commission Disputes: If a dispute exists relative to the commission including payment of the commission, the amount of the commission, or the party(s) entitled to the commission, the commission will remain to be the Corporate Broker's property. You agree the broker will incur no liability to you, The Agent, for withholding commissions.

5. It is unlawful for any broker to employ or compensate, directly or indirectly, any person for performing acts requiring a real estate license unless that person is a licensed real estate broker or real estate salesperson. A licensed real estate salesperson cannot be employed by, nor accept any compensation from, any person other than the broker who is holding his or her license at the time. The salesperson's only right to compensation depends on the terms of the agreement with the employing broker and the only recourse is to seek collection from the broker. A salesperson cannot pay compensation to any real estate licensee for performing any of the enumerated acts, except through the broker under whom he or she is licensed at the time.

**6. Brokerage Fees, Commissions & Anti Trust Laws:** In order to abide by Federal laws regarding competition and price-fixing, all brokerage fees must be established independently by each company. Commission rates will be negotiated between the Corporate broker and the Principal. To avoid antitrust implications, the Corporate Broker and Broker Associates shall not participate in discussion with competitors concerning brokerage fees or company splits.

**7. BPO's:** The Corporate Broker will not be responsible for any funds sent to

the Corporation. The agent will have the Corporate Broker sign a payment agreement for the agent and the vendor they are doing BPO's for so they can be paid directly.

### **G. Tax Reporting**

At the end of each calendar year or as soon after as possible, your broker will provide you with an Internal Revenue Service form 1099misc setting forth compensation paid to you. The firm will also report accordingly as each state request the firm to do so. Your income earned and expenses incurred during the year may have significant tax consequences. You are encouraged to keep accurate records of earnings and expenses. You are also encouraged to seek tax advice regarding these matters.

### **H. Insurance**

1. Errors and Omissions: The company maintains Errors and Omission Insurance and charges the agents a yearly fee on December 1<sup>st</sup> of each year. Any associate who joins anytime during the year will have the fee prorated.
2. Automobile: Each sales associate must have automobile insurance. You must maintain on file with the Corporate Broker, proof of current insurance coverage with a minimum coverage of \$100,000/300,000 Bodily Injury and Property Damage limits of \$25,000. The broker shall be named as an "Additional Named Insured" on all policies. This is also determined by State laws, and if the amount is higher or lower per State Law then the brokerage will adhere to the insurance law in that State.

### **III. General Corporate Procedures** (See Also Independent Contractor Agreement & Commission Schedule)

#### **A. Office Hours**

Each agent is an independent contractor and makes his/her own schedule.

#### **B. Telephone Systems**

Each agent shall have his/her own phone system. Each phone system will have voice mail capabilities so that each agent will be able to retrieve any and all telephone calls which have been left for them, seven days a week, twenty four hours a day.

#### **C. Signs**

For Sale signs with the office telephone number on them are available for purchase from the Broker. Agents may purchase their own signs provided it has the company name or logo and the fair housing logo on it.

#### **D. Business Cards**

Business cards are the responsibility of the individual agent. Each associate must utilize the approved Broker logo. The Corporation will not pay for agent business cards at any time. Templates are found in the Paperless Office for your use.

#### **E. MLS Services**

Each associate is expected to join a Board of Realtors of his/her choice within the service area of his/her market place if membership is required. Offices that are not required to be members shall not require membership..

#### **F. Postage and Courier Expense**

All postage and courier expenses are to be paid by the sales associate at all times.

#### **G. Letter Writing**

Any and all letters or other correspondence utilizing Broker doing business as

The Force Realty name must use company approved logo and be authorized by the broker or office manager prior to distribution.

#### **H. Attorneys**

No agent shall employ the help of, engage the use of, or in any other manner, obligate the Corporation to an Attorney without first having written authorization from the Corporate Broker. A sales associate must never give legal advice, directly or indirectly. This includes advice in regards to the legal rights of parties, the legal effect of notices and instruments and matters affecting title to property. When a client asks a question which might border on LEGAL ADVICE, it must be made clear that only an attorney can give such advice.

#### **I. Personal Assistants**

As your business increases, you may find hiring a personal assistant to be helpful. Interviewing, hiring and contracting with the assistant will be the sole responsibility of the sales associate. However, the broker reserves the right to terminate the assistant or otherwise prohibit him/her from entering the virtual system for any reason, at any time. Any taxes and other compensation due the personal assistant shall be arranged through you and will be your responsibility. Additionally, you agree to indemnify and hold corporate broker harmless from all claims arising against the broker out of your association with the assistant. Furthermore, you agree that any assistant you hire will abide by the State laws set forth in the State of California, Nevada, and Washington.

#### **J. Meetings**

1. Office Meetings: The Corporation does not have any formal face to face meetings. Any office meetings are strictly for the agent benefit and normally include regular training and coaching. Please check the company's education calendar for class and webinar offerings. Corporate policy is to stay updated on the Companies Paperless Office to learn about changes in corporate policies, state laws, and Federal Laws that change.

2. Policy Meetings: Policy updates will be made periodically as determined by management. These updates will be posted on the Companies Paperless Office. If there are changes in policy that an associate feels should be made, he/she may bring these changes to the attention of the management for inclusion on the agenda for the policy updates. These updates will occur in the Companies Paperless Office, any changes, if any are made, will occur on a quarterly basis. It is the agent's responsibility to review these changes on the Companies Paperless Office.

#### **J. Telephone Procedures**

1. Do Not Call Policy: All agents of this brokerage must comply with the Corporate "Do Not Call Policy".

2. Buyer Related Sign Call: If a Salesperson is not asked for by name the Up-Salesperson may work with that customer. If the customer has a property to list in one of our areas, the Up-Salesperson, who has now built the rapport with their client, will take that listing.

3. Ad Calls: An ad call is handled just like a sign call.

4. Back Ups: Every salesperson should have at least one back-up who can be reached in the case the salesperson is out of town, on vacation, or off for just a weekend. We will keep an up-to-date list in the office of all Associates and their back-ups.

#### **K. Corporate Back Office & Website**

The Force Realty has a Corporate Website and the Companies Paperless Office. All policies, State, and federal laws are documented for your review on the Companies Paperless Office.

#### **L. Holidays**

The company will observe the following legal holidays: New Years Day, Easter, Independence Day, Thanksgiving, Christmas Eve and Christmas Day.

#### **M. Vacations, Family and Personal Leave, or Military Duty**

Since the sales staff consists of independent contractors who receive no vacation pay, Broker Associates may regulate their own vacations

#### **N. Office Location and Hours**

The Corporation operates various “no-nonsense” satellite offices. This allows our company to minimize cost and overhead while maintaining excellent service. Agents who wish to open and operate physical offices do so at their own expense and liability. Each agent is an independent contractor and makes his/her own schedule, and is responsible for their office. The Managing Broker’s office will handle phone and communication systems during the night mode.

#### **O. Dress and Appearance**

All Broker Associates, agents, and employees are expected to dress neatly and appropriately, and to practice proper hygiene. An Associate’s image as a representative of the Company is an essential component of any career as a real estate agent.

#### **P. Education**

Agents and Associates must take all of the required educational courses necessary to maintain their licenses. In addition, it is strongly recommended that Broker Associates, and agents continue to take advantage of the many educational classes offered to real estate professionals to help improve their business skills. Please check the company’s education calendar for monthly class offerings and continuing education classes and webinars.

#### **Q. Broker Associates Buying and Selling of Personal Real Estate**

The firm and its Associates have a fiduciary responsibility to our clients that prohibits any self-serving practices, such as the purchase of property below reasonable market value. It is important that this fiduciary relationship be respected at all times. Brokers must identify themselves as real estate licensees when buying and selling for their own purposes. An Associate who wants to personally purchase a property listed with the firm must first submit the offer for review with the Corporate Broker.

#### **R. Sale or Purchase of Personal Residence**

Sales associates may sell their own home and the normal commission structure will apply at all times in the sale or listing of their home or investment properties. You MUST disclose that you are a licensed real estate professional.

#### **S. Personnel Records**

A complete personnel record for each employee, agent, associate, or salesperson will be kept on file in the Corporate Broker’s main office. Each employee and associate, or agent shall promptly notify the managing broker in writing of any change in family status, mail or e-mail address, telephone numbers, contact person(s), or any other pertinent change. The forms to make such changes are available on The Companies Paperless Office for you to complete and return to the corporate office.

#### **T. Yard Signs**

Unless otherwise stated in the ICA, it is the responsibility of the Agent, or Associate to purchase and install and use property signs properly and in compliance with all MLS rules, local ordinances, and/or rules of the appropriate homeowners association. Broker Associates are responsible for the maintenance

of their yard signs. It is highly recommended that agents check their signs on a regular basis to ensure they are clean and in an upright position. Remember that the appearance of the Company's yard signs is important in developing a professional image.

#### **U. Open Houses**

Broker Associates, agents, salespersons, and employees must review with the sellers the risks of hosting open houses in occupied homes. It is difficult to assure and protect the personal property on the premises when several parties attend an open house. It is recommended that two agents be present at the property during an open house.

#### **V. Product or Service Purchases**

No Broker Associate, salesperson, or employee may purchase products or services on behalf of the firm without written authorization from the Managing Broker. Any fees or purchases on behalf of the client are a fee the agent pays, and is deducted from the agents commission, and not the corporations commission. The Corporate Broker shall make arrangements with another licensed agent within the office to cover the times when they are unavailable to carry out the duties of their business. Associates, when covering for absentee associates, shall be named a party to listing contracts or buyer contracts when acting in such a capacity. The Managing Broker must agree to this relationship. In addition, the client must be informed of the situation *in writing*. If an agent fails to make proper arrangements, then the Corporate Broker shall take over the transaction to carry out those duties and may proportion fees according to his/her discretion.

#### **W. Brokers & Teams Joining our firm**

All Brokers must assign all of their agents to our firm. All agents must transfer their license to our registered firm license number associated with the state we are doing business in. Everyone on the Team must be on the same commission program as the broker or team leader.

#### **IV. Listing and Sales policy**

All signed an exclusive listings are the property of the Broker. A salesperson, upon leaving the Corporation will be permitted to take his or her listings, providing fees are current upon termination, and the agent is in good standing with no outstanding legal issues, board issues, tax issues, or corporate violations.

##### **A. Multiple Listing Service**

When a listing is obtained in the area of one of the Boards MLS Broker doing business as The Force Realty belongs to, that listing is to be turned into Management complete, with all the proper forms filled out for the Board. When a sale of a listing on a Multiple Listing Service is made, a "report of sale" must be sent to that MLS within 24 hours, and uploaded into the Companies Paperless Office.

##### **B. Keeping in Contact With Sellers**

It is the responsibility of the listing Salesperson to maintain contact with each of their listings and to provide them with a minimum of a weekly activity report concerning their property. This information is the property of the Brokerage, and may be requested at any time.

##### **C. When You Take a Listing - IMPORTANT: Please Read Carefully**

The Real Estate Commissioner requires that all contracts executed by Sales Associates must be approved by the Manager within 5 days of execution (This includes listings, leases, deposit receipts, etc.- even if the contract is not accepted by the principles). So, if you do not submit the contracts within 5 days, you are in violation of the Real Estate Law. The listing file is to include everything shown below:

1. Listing Contract completely filled out and signed properly.
2. Completed and signed Listings Transfer Disclosure Statement and Addendum.
3. Completed and signed Agency Disclosure Statement
4. Seller Affidavit, completed and signed by seller (if applicable)
5. Home Protection Plan-waiver or acceptance.
6. Lock Box Authorization.
7. Sellers Net Sheet signed by the seller.

**Other Important Points To Remember:**

1. Upload the listing to the Companies Paperless Office file for review and initialing, together with the above named forms. This must be done within 5 business days. The Listing must be approved by the Corporate Broker.
2. Upload the Listing to the Companies Paperless Office

**Please Do Not Place A Sign On The Property If We Don't Have Information In The Office!**

3. Schedule in your appointment book weekly, check-in with the seller (it is very important, it keeps your seller happy and keeps you informed).

**D. Personal Residence Listings and Purchases Policy for The Force Realty**

1. The Company has no official policy for selling an agents home, and normal commissions will apply to the transaction according to the commission schedule. This includes relative's homes, and investment properties.

***NOTE: All documentation and paperwork are required on all personal listings and purchases as is required on every transaction.***

**D. Duties to the Seller or Buyer as a Single Agent**

It is the expectation of the corporation that all Associates will provide quality services to our clients, with intent of making their transactions as comfortable as possible. The Company and its associates owe the following duties to each Principal.

- 1) To perform the terms of the written agreement made with the Principal.
- 2) To exercise reasonable skill and care for the Principal's interests in the transaction.
- 3) To promote the interests of the principal with the utmost good faith, loyalty and fidelity; including, but not limited to:
  - a. Seeking a price and terms which are acceptable to the Principal (exception: we are no obligated to seek additional offers when the property is subject to a contract);
  - b. Presenting all offers to and from the Principal in a timely manner, regardless of whether the property is subject to a contract;
  - c. Disclosing to Principal adverse material facts actually known;
  - d. Advising the Principal to obtain expert advice as to material matters which our company knows about, but the specifics of which are beyond our expertise;
  - e. Accounting in a timely manner for all money and property received;

- f. Counseling Principal as to any material benefits or risks of a transaction actually known;
- g. Keeping the Principal informed regarding the transaction;
- h. Assisting the Principal in complying with the terms and conditions of the contract.

The firm or its associates may not disclose the following information without the written consent of the Principal:

- 1) That the seller is willing to accept less than their listed price for the property;
- 2) What motivating factors are for the seller to sell the listed property;
- 3) That the seller will agree to financing terms other than those offered;
- 4) Any material information about the sell, unless disclosure is required by law or failure to disclose such information would constitute fraud or dishonest dealings;

***Any facts or suspicions regarding circumstances which may psychologically impact or stigmatize any real property pursuant to State Law.***

#### **F. Termination**

If you are fired by the corporation you will be allowed to take your listings with you upon termination subject to a 10% termination fee. You will be given written notice if you were fired and you will be given the reason why you were fired, and what the corporation will do next.

#### **V. When You Make a Sale –**

***IMPORTANT: Please read carefully***

The Company requires that all contracts executed by Sales Associates must be approved by the Manager within 3 days of execution (This includes listings, leases, management fee, deposit receipts, etc. – even if the contract is not accepted by the principals).

- A. Upload entire contract in the file for review and initialing, including all documents contained within the checklist located within our online Paperless Office software.
- B. Open Escrow. Make sure you have all information necessary to give to the escrow officer and ask for one set of instructions to go to the corporate broker.
- C. Fill out the commission distribution.

#### **VI. Paperwork**

- A. When you open Escrow, make sure you instruct the escrow officer to send a copy of the Preliminary Title Report and Structural Pest Control Inspection and Certification to for the file.
- B. When the Structural Inspection Report and the Preliminary Title Report come in, read them to make certain there are no unusual circumstances. See your Manager if you have any questions.
- C. Make sure you turn in all paperwork to be initiated and filed in the open escrow file.
- D. Make copies for yourself for your own personal file.
- E. Upload to Companies Paperless Office all files and agent will maintain a file with all original signatures
- F. The Associate will schedule a minimum of weekly follow ups with escrow and the client.
- G. Every time you talk to anyone associated with this escrow, note the date and time in writing on the escrow folder and a short synopsis of the conversation. This is an important habit to develop and will absolutely save you in the event of litigation!!

***NOTE: All unaccepted offers must be initialed by the manager. Make a transaction file for it; mark it "CLOSED LOST" and upload it on the Companies Paperless Office.***

#### **VII. Listings**

In addition to the paperwork required to be uploaded into the Companies Paperless Office when a listing is taken, please note the following:

- A. Within 24 hours, the listing agent will input applicable information in the MLS system and upload a copy of the MLS along with all files associated with a new listing.
- B. The listing agent will have full responsibility for updating the listing in the MLS and on property flyers and other marketing materials.
- C. When the listing sells or expires, the listing agent should notify the manager to remove the copies from the filing system. All price changes should be kept current in the files and in the MLS system.

### **VIII. Sales Activities and Scope of Duties**

Your success as a member of our Company is a team effort. The Corporate Broker is committed to your success with the company and in the real estate industry. He/she will strive to always provide you with a pleasant and productive atmosphere. Your success and the office's success, however, also depend on you.

As an associate with this company, you are expected to conduct yourself at all times in a professional businesslike manner. You are expected to be available in the office or by telephone or by pager during business hours. You are expected to return all calls within 24 hours after receipt unless other prior arrangements have been made. You will provide the broker with your telephone/pager number(s) where you can be reached.

***NOTE: You may designate that the number(s) should only be used in case of emergency.***

You are expected to maintain an automobile or have reasonable access to private transportation. It must be clean, properly maintained and in safe operating condition at all times. You will need to have the corporation named as additional loss payee (see Insurance). You are encouraged to join and participate in professional organizations and civic groups to market yourself, the brokerage and your listings. At **Closings** always be sure that the documents being signed are correct and that the wiring instructions are made out accurately. The Broker will review closing files for accuracy and completeness prior to issuing a commission check. During their first two years as new licensees, inexperienced agents must be accompanied by either the employing Broker or another experienced broker when attending closings. If the broker accompanies any experienced agent, or closes the file then the broker is entitled to the commission and will pay a commission based upon performance only.

### **IX. Using Company Name and Logo**

The company's name and logo(s) are registered trademarks. Whenever the company's name is used in print and on the Internet, the logo and name shall only be used in a format approved by management. This must be displayed on all of the agent's advertising material, which include paper and electronic. State Law is very specific in these matters, and disciplinary issues will commence if the agent does not follow our Corporate policy, or State Law. A warning will be issued and a correction must be made within 24 hours. If the agent continues to follow our written instructions then the appropriate licensing agency will be notified, and action will be taken against the agent.

### **X. Advertising Requirements**

#### **1. General Information**

Advertising is one of the most important tools for success in real estate; however, it must be used appropriately. As an associate and licensee, you have a legal and ethical obligation to always be truthful when advertising properties or services. Legally, you may be held liable for fraud, intentional misrepresentation, or negligent misrepresentation if you make material false statements or omissions in an advertisement. In addition, you may be subject to disciplinary action from the State of California, Washington or Nevada. Finally, licensees who place listings in the MLS system in expectation of compensation are responsible for ensuring that all representations are truthful in such listings which the licensee

had knowledge or reasonably should have had knowledge of to any one injured by a falsehood or inaccuracy. All advertising must be truthful and not misleading. It must adhere to all state and federal advertising requirements as well as the MLS. Any false or misleading advertisement will be immediately withdrawn by the broker and you will be terminated from the company.

## **2. Definition**

For our purposes, advertising means all display advertising, all classified advertising with any publication including newspapers and magazines, all mass mailing, flyers, postcards, newsletters, "Open House," "For Sale" signs and riders, billboards, business cards, and Internet or website.

***NOTE: All advertising must be approved by the broker before production***

## **3. Guidelines**

If the advertisement states a specific finance charge, the charge must be expressed as an annual percentage rate (APR). If any of the following terms are used: a) the amount of the down payment; b) the amount of any installment payment; c) the dollar amount of any finance charge; d) the number of installments; or e) the period of repayment, then the advertisement MUST include all of the following specific terms: 1) down payment, b) terms of repayment; and c) rate of finance charge expressed as an APR.

***Note: Any advertisement of commission rates, discount points, reductions or incentives must be approved by the broker prior to use.***

## **4. Discriminatory Advertising**

### **5. Fair Housing/Discriminatory Advertising**

We live and work in a diverse and multicultural society. This office is committed to fair housing and equal opportunity in housing for all. This office does not tolerate discrimination on the basis of race, color, religion, sex, handicap or disability as defined by Title III of the Americans with Disabilities Act of 1990, familial status or national origin. This office is committed to adhering with all applicable local, state and federal fair housing laws.

Your advertisement should be "facilely neutral" and should not describe items in or using racial or ethnic terms.

1. Avoid explicit preferential, limiting or discriminatory language based on religion.
2. Avoid explicit exclusions, limitations or other indications of discrimination based on handicap or disability.
3. Avoid explicit preference, limitation or discrimination based on familial status. The advertising may not contain limitations on the number or ages of children or state a preference for adults, couples or singles. (See Appendix B-8 for further information).

## **XI. Working with Clients and the Public**

### **A. Showing Property**

Whenever possible, preview the property before showing. If you are familiar with the property you will be more effective when showing it to your client. Also, you may find that despite contrary representations, the property may not meet your client's needs. Your time and your client's and seller's time are valuable, don't waste it:

1. Follow the showing instructions provided on the MLS listing. Be sure to call the listing agent or seller if requested.

2. Give the seller an estimated time frame that you and your client expect to arrive. Please be prompt. If you cannot make it in the agreed upon time frame, please call the seller.
3. If no one is available, call the listing agent's office for assistance.
4. Give the seller reasonable time to make the property ready to show.
5. If the listing agent/office or seller has not responded before you arrive or if you are using the lockbox, go to the door first without your client.
6. When using a lockbox, always ring the doorbell and/or knock loudly several times before entering the property.
7. If the seller is home, respectfully explain that you want permission to show the property and ask for access.
8. If no one answers or no is there, enter the property first and announce your presence to be sure, e.g. "Hello, Your name. Is anyone home?"
9. Guide your client through the property. Open window coverings and turn on lights as needed. Do not leave your client unattended to prevent blame from the seller if any items are broken or missing from the property later.
10. Allow sufficient time for your client to see the property. Be aware to look for any potential "red flags" about the property (Disclosure).
11. When finished, make sure to turn off the lights and reset any alarms and door locks. Leave your card inside the property in a conspicuous place.
12. If you do not show the property, call the seller or listing agent as soon as possible to cancel.

## **XII. Maintain a Proper File**

Your files are a record of every event relative to your client and/or the listing. You must maintain a neat and orderly file on every client/listing with whom/which you work. We will maintain all electronic files for the required period according to state laws.

## **XIII. Broker Review**

You must submit all documents to the broker or his/her designee within 24 hours after receipt by you. All of these documents and files must be uploaded into the Companies Paperless Office. The office Manager will review the document for completeness and accuracy. Any incomplete or incorrect items or documents must be corrected and returned to the broker within 24 hours after review and return the document to you. The Companies Paperless Office has a checklist of documents required for a complete file. Consult your Corporate Broker if you are not sure how to maintain a proper file. There are no exceptions.

### ***Your file must contain:***

- An accurate, comprehensive telephone log and journal of your activities relative to that file/client/listing. Anytime you do anything relative to the file, it is highly recommended that you make a journal entry in the file.
- A checklist and calendar of important information and deadlines.
- Copies of all correspondence, including emails to your client.
- Copies of all offers and counter-offers and contract addenda
- Copies of all disclosures and reports and any other written information delivered to you or your client. Anytime your client receives a written document regarding the transaction, you must obtain a copy of that document for your file.

*If the broker becomes responsible for the file and has to complete the agents file then the agent will not be paid a commission for all of the files.*

**Broker's duty of supervision:** A broker has a duty to supervise all salespersons employed by the broker whether they work under a contract that describes the salesperson as an employee or independent contractor for tax purposes. The supervision obligation includes establishing policies, rules, procedures, and systems to review, oversee, inspect, and manage all transactions and advertising that require a license, documents that may have a material effect on the rights or obligations of a party to the transaction, the handling of trust funds, and reports of the activities of salespersons. The form and extent of such policies, rules, procedures, and systems can consider the number of salespersons employed and the number and location of branch offices. A broker may use the assistance of employed brokers and salespersons as long as the broker retains the overall responsibility for supervision.

**Broker's liability for acts of a salesperson:** Regardless of the contractual relationship between the broker and the salesperson that designates the salesperson as an independent contractor, they each retain all of their obligations to the public and to the Commissioner, including the liability of the broker to third persons and the principal for the tortious conduct of the salesperson. Any contract provision purporting to limit that liability is contrary to law.

***This is the basis for The Corporate Broker to have oversight of all transactions at the Corporation. If the agent refuses to comply then there will be civil issues applied to the agent's inability to comply with the Corporate Brokers written request. This will be enforced. No Exceptions!***

#### **XIV. Get it in Writing**

As a general rule, all agreements must be in writing. In fact, if you do not have a written agreement with the principal, you may not receive your commission. If you discuss anything with any party or other broker/agent, always confirm your discussions and understanding with a written follow up to that party or broker/agent. Always leave a copy of any signed document with the party who signed it. Never sign anything on behalf of your client, another agent or anyone else.

#### **XV. The Listing/Management/Commission Agreement**

##### **A. Commission**

The Corporation requires that a compensation agreement be in writing and signed by the party to be charged in order to be enforceable. If you represent a buyer in a for-sales-by-owner and the buyer is to pay a commission, you must have a written agreement with the buyer to pay that commission such as a Buyer-Broker Agreement. If the seller is to pay the commission, you must have a written agreement as an addendum to the Purchase Agreement. All agreements must be uploaded to the Companies Paperless Office.

##### **B. Listing Agreement**

Unless approved in advance by the broker, all listings will be "Exclusive" listings. All listing and management agreements will be taken on the most current forms designated by the specific State, or MLS, or other form approved by the broker. *Do not use outdated forms.* You must have the sellers/owner's signature before you may begin marketing the property. If someone signs on behalf of the seller/owner, you must have written evidence of the authority to act, such as a Power of Attorney or letter of administration, etc. If a party refuses to sign the listing/agreement, notify the signing parties in writing that this office's policy is to not market the property until all parties have signed the agreement. Before taking the listing, search the MLS to determine whether or not the property is currently listed with another broker. It is this office's policy to not take a new listing until the existing listing has expired. Commission reductions are acceptable if approved by the Corporate Broker in advance, and in writing. All Listing Agreements must have a beginning and an end date to be valid.

If the property is in escrow, you have a fiduciary duty to the seller to continue marketing the property unless the seller agrees otherwise. Make sure the listing does not expire before close of escrow. Get all modifications or extensions in writing.

#### **XVI. Offers to Purchase**

You must present ALL offers to the seller, even if the property is in escrow, unless the seller has given you written instructions to the contrary. Upon receiving the offer, review it thoroughly for completeness, accuracy and clarity. Pay close attention to time limits set out in the offer, ESPECIALLY the time within which the seller must respond. Call the selling agent, obtain some background information about the buyer and clarify any ambiguities in the offer. Notify the seller promptly that you have received the offer. Make an appointment as soon as possible to present the offer. If the selling agent insists on presenting the offer, excuse him/her from the room afterward and hold your discussions with your client in privacy.

As with all contracts, you must obtain all parties' signatures. If a party signs on behalf another you must have evidence of that person's authority to do so in writing. If you must present an offer that is missing a signature, you must disclose this fact to the seller/listing agent. Be sure to condition the offer on the obtaining any missing signature.

If your clients receive a counter offer, be sure the terms are clear and complete. Be sure to review it against the Purchase Agreement. Remember, if there is no meeting of the minds, generally, there is no contract.

***NOTE: You must adhere to all time requirements stated in the Purchase Agreement and escrow instructions unless all parties agree in writing to the contrary.***

## **XVII. Mediation and Arbitration with clients**

There are significant legal consequences associated with mediation and arbitration. You are not an attorney and should never give legal advice. If your clients have a legal question about mediation or arbitration, they should be advised to contact their attorney. This office encourages you to refer to the specific State to consult the mediation and arbitration guidelines. Mediation and Arbitration will be performed by the local boards if they provide such a service. This is a serious issue, and it is not the agents responsibility to act as an attorney, nor is it the responsibility of the agent to give legal advice.

## **XVIII. Escrow & Title Compliance**

Upon acceptance of the offer, arrange for an opening of escrow, Title, or an attorney. Have your client's and the office's instructions uploaded to the Companies Paperless Office. Review all documents with offers, counter offers, and commission authorization for completeness and accuracy. Please review the policy of the Companies Paperless Office. Explicit instructions are also on the Companies Paperless Office.

## **XIX. Corporate Policy on Agency**

This Company recognizes two general forms of agency:

- 1) Single Agency: (Listing Agent or Selling Agent) – If the office represents the seller only, we are the "Listing Agent," or if the office represents the buyer only, we are the "Selling Agent."
- 2) Dual Agency in California– If the office represents both the buyer and the seller in California.
- 3)and the following State specific agency laws provided below:

### **Nevada Agency Law**

Under general agency law, agency occurs when one person (the agent), with the consent of another person (the principal), undertakes to represent and act on the principal's account with third-persons and usually in business matters. It is voluntary, consensual and as a rule - when dealing with real property – is founded upon an express or implied contract. Nevada recognizes two types of agency concerning real property: first, there is general agency in which the agent is authorized under a general power-of attorney to perform all duties for the principal that the principal could perform to convey real property (general agency requires a written power-of attorney with its special recording requirements); second, there is special agency in which the agent is given limited authority to act for the client within certain restrictions and for specific transactions. Real estate brokerage agreements create a special agency wherein the broker's authority is limited to facilitating a real estate transaction for his or her principal. Unless otherwise noted, all agency referred to in *The Nevada Law and Reference Guide*, is concerned with real estate agency in which the broker is the agent of the client. Nevada's real estate brokerage statutes (NRS 645) defines "agency" as the relationship between a principal (client) and an agent (broker) arising out of a brokerage agreement in which the agent agrees to do certain acts on behalf of the principal in dealings with a third party. Real estate related acts are identified in the definition of "brokerage agreement" and include the broker assisting, soliciting or negotiating the sale, purchase option, rental or lease of real property, or the sale, exchange, option or purchase of a business. However, by statute, an agency relationship cannot be established solely from a licensee's negotiations or

communications with a client of another broker if the licensee has received written permission from that party's broker. A brokerage agreement is an employment contract wherein the broker agrees to provide real estate related services for valuable consideration or compensation. It may be either oral or written. The client does not need to be the one paying the broker's compensation. The compensation may be paid to the broker by either the client or another person. Though the brokerage agreement is an employment contract, without some type of alternative agreement, a real estate broker is an independent contractor and not the employee of the client. Real estate related services include, but are not limited to, any of the following acts: the negotiation of, or the sale, exchange, option, purchase, rent or lease, of any interest in real estate (improved or unimproved); any modular, used manufactured or mobile home (when conveyed with any interest in the underlying real estate); public lands; or in a business. It also covers the listing or soliciting of prospective purchasers, lessees or renters, or the taking of an advance fee. Once agency is established, all the duties and responsibilities of representation attach to the broker (and through the broker, to the broker-salesperson or salesperson). Those duties are found in statute (NRS), administrative regulation (NAC), and as expanded upon in case law (Nevada Reports). Nevada does not recognize "transactional" agency, or limited agency representation. Transactional agency is where the broker agrees that he or she is not representing either party but only is hired to facilitate the transaction. Limited agency is a truncated form of agency wherein the broker contractually limits his duties and liabilities with the client by agreeing to perform only certain acts of representation. In Nevada, with one exception, no duty of a licensee as found in NRS 645.252 or NRS 645.254, may be waived. This is true even if a client and broker agree by contract to limit the broker's duties; legally, the broker is always vested with the full duties, responsibilities and liabilities of representation identified in law. To ensure a client understands the licensee's basic duties, the licensee is required to provide the client and each unrepresented party with a state mandated form called the "Duties Owed by a Nevada Real Estate Licensee".

**a. Single or sole agency** – *Single agency is the most common form of agency and the one least likely to create liability for a broker. Single agency is where the broker represents only one party in a given transaction. The broker's duty, loyalty and responsibilities are focused on promoting the interests of that client*

**b. "Acting for More Than One Party to the Transaction"** – *Nevada law provides that a broker may represent more than one party in a real estate transaction. "The same person or entity may act as the agent for two parties interested in the same transaction when their interests do not conflict and where loyalty to one does not necessarily constitute breach of duty to the other."*

When representing more than one party in a transaction, the broker must disclose this representation and obtain the written consent of each party before proceeding. There are several types of possible multiple representations. The most typical is where a broker seeks to represent both the buyer and seller. Not as prevalent but more common in sellers markets (where there are more buyers than properties), is when the broker represents two or more buyers in competition with each other for a single property. Theoretically, a broker could also simultaneously represent a seller and multiple competing buyers. Under existing law, regardless of which parties are being represented, seller and buyer or another mixture, each party must be given a Consent to Act form and the opportunity to reject this type of agency relationship. Even though a licensee acting for more than one party to the transaction is permitted by law, the law does not provide for any modification of a broker's duties when representing multiple clients with adverse interests. The broker (and each licensee under him or her) owes to each client all of the duties provided for in law. The law does acknowledge such representation creates a conflict of interest in the licensee as the clients have interests opposed to one another. The state mandated disclosure form, called "Consent to Act", outlines for the client the consequences of the licensee's multiple representation and requires the client's written authorization before the licensee may proceed with such representation. The Consent to Act form is designed with the seller/landlord and buyer/tenant relationship in mind but may be reasonably altered to reflect various combinations of conflicts of interests, i.e., buyer versus buyer. Every licensee must be aware of the appearance of such undisclosed representation. For example, undisclosed representation may inadvertently occur when a licensee representing a seller provides the buyer with client services such that the buyer is under the reasonable expectation that the licensee is working for him. Another scenario is when a seller's agent seeks to concurrently represent a buyer in the sale of the buyer's other properties without disclosing that relationship to the seller. Unless the licensee makes each party fully aware of the licensee's lines of representation, the licensee may be participating in an undisclosed multiple representation.

**c. Assigned Agency** – *To lessen the conflict of interest impact created when a broker represents more than one party in a transaction, the law provides an "Ethical Wall" wherein the broker is allowed to assign a separate agent to each client. Upon this assignment the broker does not need to use the "Consent to Act" disclosure form nor receive the approval of the clients. Black's Law Dictionary defines an "Ethical Wall" as a legal construct designed to shield (in our case) a broker from the liability of multiple party representation. It prohibits the respective assigned agents from exchanging the confidences of the clients and restricts the transfer and distribution of the clients' personal information and documents. The statute reiterates the licensee's duty of confidentiality to his or her assigned client. To ensure a*

*client's confidences are not inadvertently disclosed, the broker should assure that assigned client's files are kept apart and secured.*

**d. Change in Licensee's Relationship** – *A licensee must disclose to each party in a real estate transaction when the licensee's relationship with any party changes. The disclosure must be made as soon as practicable and must be in writing. A new Duties Owed form should be provided to each client. If a client's consent is required (as in when acting for two or more parties to the transaction) consent must be obtained – disclosure alone is insufficient to ensure consent.*

## **Washington Agency Laws**

### **18.86.020. Agency Relationship.**

1. A licensee who performs real estate brokerage services for a buyer is a buyer's agent unless the:
  - a. Licensee has entered into a written agency agreement with the seller, in which case the licensee is a seller's agent;
  - b. Licensee has entered into a sub-agency agreement with the seller's agent, in which case the licensee is a seller's agent;
  - c. Licensee has entered into a written agency agreement with both parties, in which case the licensee is a dual agent;
  - d. Licensee is the seller or one of the sellers; or
  - e. Parties agree otherwise in writing after the licensee has complied with RCW 18.86.030(1)(f).
2. In a transaction in which different licensees affiliated with the same broker represent different parties, the broker is a dual agent, and must obtain the written consent of both parties as required under RCW 18.86.060. In such a case, each licensee shall solely represent the party with whom the licensee has an agency relationship, unless all parties agree in writing that both licensees are dual agents.
3. A licensee may work with a party in separate transactions pursuant to different relationships, including, but not limited to, representing a party in one transaction and at the same time not representing that party in a different transaction involving that party, if the licensee complies with this chapter in establishing the relationships for each transaction.

### **18.86.030. Duties of a Licensee.**

1. Regardless of whether the licensee is an agent, a licensee owes to all parties to whom the licensee renders real estate brokerage services the following duties, which may not be waived:
  - a. To exercise reasonable skill and care;
  - b. To deal honestly and in good faith;
  - c. To present all written offers, written notices and other written communications to and from either party in a timely manner, regardless of whether the property is subject to an existing contract for sale or the buyer is already a party to an existing contract to purchase;
  - d. To disclose all existing material facts known by the licensee and not apparent or readily ascertainable to a party; provided that this subsection shall not be construed to imply any duty to investigate matters that the licensee has not agreed to investigate;
  - e. To account in a timely manner for all money and property received from or on behalf of either party;
  - f. To provide a pamphlet on the law of real estate agency in the form prescribed in RCW 18.86.120 to all parties to whom the licensee renders real estate brokerage services, before the party signs an agency agreement with the licensee, signs an offer in a real estate transaction handled by the licensee, consents to dual agency, or waives any rights, under RCW 18.86.020(1)(e), 18.86.040(1)(e), 18.86.050(1)(e), or 18.86.060(2)(e) or (f) whichever occurs earliest; and
  - g. To disclose in writing to all parties to whom the licensee renders real estate brokerage services, before the party signs an offer in a real estate transaction handled by the licensee, whether the licensee represents the buyer, the seller, both parties, or neither party. The disclosure shall be set

forth in a separate paragraph entitled "Agency Disclosure" in the agreement between the buyer and seller or in a separate written document entitled "Agency Disclosure."

2. Unless otherwise agreed, a licensee owes no duty to conduct an independent inspection of the property or to conduct an independent investigation of either party's financial condition, and owes no duty to independently verify the accuracy or completeness of any statement made by either party or by any source reasonably believed by the licensee to be reliable.

#### **18.86.040. Seller's Agent - Duties.**

1. Unless additional duties are agreed to in writing and signed by a seller's agent, the duties of a seller's agent are limited to those set forth in RCW 18.86.030 and the following, which may not be waived except as expressly set forth in (e) of this subsection:

- a. To be loyal to the seller by taking no action that is adverse or detrimental to the seller's interest in a transaction;
- b. To timely disclose to the seller any conflicts of interest;
- c. To advise the seller to seek expert advice on matters relating to the transaction that are beyond the agent's expertise;
- d. Not to disclose any confidential information from or about the seller, except under subpoena or court order, even after termination of the agency relationship; and
- e. Unless otherwise agreed to in writing after the seller's agent has complied with RCW 18.86.030(1)(f), to make a good faith and continuous effort to find a buyer for the property; except that a seller's agent is not obligated to seek additional offers to purchase the property while the property is subject to an existing contract for sale.

2.

- a. The showing of properties not owned by the seller to prospective buyers or the listing of competing properties for sale by a seller's agent does not in and of itself breach the duty of loyalty to the seller or create a conflict of interest.
- b. The representation of more than one seller by different licensees affiliated with the same broker in competing transactions involving the same buyer does not in and of itself breach the duty of loyalty to the sellers or create a conflict of interest.

#### **18.86.050. Buyer's Agent - Duties.**

1. Unless additional duties are agreed to in writing signed by a buyer's agent, the duties of a buyer's agent are limited to those set forth in RCW 18.86.030 and the following, which may not be waived except as expressly set forth in (e) of this subsection:

- a. To be loyal to the buyer by taking no action that is adverse or detrimental to the buyer's interest in a transaction;
- b. To timely disclose to the buyer any conflicts of interest; c. To advise the buyer to seek expert advice on matters relating to the transaction that are beyond the agent's expertise;
- d. Not to disclose any confidential information from or about the buyer, except under subpoena or court order, even after termination of the agency relationship; and
- e. Unless otherwise agreed to in writing after the buyer's agent has complied with RCW 18.86.030(1)(f) of this act, to make a good faith and continuous effort to find a property for the buyer; except that a buyer's agent is not obligated to: (i) Seek additional properties to purchase while the buyer is a party to an existing contract to purchase; or (ii) show properties as to which there is no written agreement to pay compensation to the buyer's agent.

2.

- a. The showing of property in which a buyer is interested to other prospective buyers by a buyer's agent does not in and of itself breach the duty of loyalty to the buyer or create a conflict of interest.
- b. The representation of more than one buyer by different licensees affiliated with the same broker in competing transactions involving the same property does not in and of itself breach the duty of loyalty to the buyers or create a conflict of interest.

**18.86.060. Dual Agent - Duties.**

1. Notwithstanding any other provisions of this chapter, a licensee may act as a dual agent only with the written consent of both parties to the transaction after the dual agent has complied with RCW 18.86.030 (1) (f), which consent must include a statement of the terms of compensation.

2. Unless additional duties are agreed to in writing signed by a dual agent, the duties of a dual agent are limited to those set forth in RCW 18.86.030 and the following, which may not be waived except as expressly set forth in (e) and (f) of this subsection:

- a. To take no action that is adverse or detrimental to either party's interest in a transaction;
- b. To timely disclose to both parties any conflicts of interest;
- c. To advise both parties to seek expert advice on matters relating to the transaction that are beyond the dual agent's expertise;
- d. Not to disclose any confidential information from or about either party, except under subpoena or court order, even after termination of the agency relationship;
- e. Unless otherwise agreed to in writing after the dual agent has complied with RCW 18.86.030 (1)(f), to make a good faith and continuous effort to find a buyer for the property; except that a dual agent is not obligated to seek additional offers to purchase the property while the property is subject to an existing contract for sale; and
- f. Unless otherwise agreed to in writing after the dual agent has complied with RCW 18.86.030 (1)(f), to make a good faith and continuous effort to

find a property for the buyer; except that a dual agent is not obligated to:  
 (i) Seek additional properties to purchase while the buyer is a party to an existing contract to purchase; or (ii) show properties as to which there is no written agreement to pay compensation to the dual agent.

3.

- a. The showing of properties not owned by the seller to prospective buyers or the listing of competing properties for sale by a dual agent does not in and of itself constitute action that is adverse or detrimental to the seller or create a conflict of interest.
- b. The representation of more than one seller by different licensees affiliated with the same broker in competing transactions involving the same buyer does not in and of itself constitute action that is adverse or detrimental to the sellers or create a conflict of interest.

4.

- a. The showing of property in which a buyer is interested to other prospective buyers or the presentation of additional offers to purchase property while the property is subject to a transaction by a dual agent does not in and of itself constitute action that is adverse or detrimental to the buyer or create a conflict of interest.
- b. The representation of more than one buyer by different licensees affiliated with the same broker in competing transactions involving the same property does not in and of itself constitute action that is adverse or detrimental to the buyers or create a conflict of interest.

**XX. Disclosure Requirements**

The Agency Disclosure Law applies to sales, exchanges and leases for more than one year, involving real property improved with one-to-four dwelling units, stock

cooperatives, and mobile homes. The law applies regardless as to whether or not the property is owner-occupied. You must provide the buyer and the seller with a statutory disclosure form entitled "Disclosure Regarding Real Estate Agency Relationships" (California Association of Realtors® form AD-11 or similar form), and in EVERY applicable transaction. In Nevada it is called Duties Owed by a Nevada Real Estate Licensee.

#### A. Seller Representation

If we represent the seller, you must provide the disclosure form to the seller BEFORE entering into the listing agreement. Inform the seller of our policy regarding agency as set forth above. Get a signed "Acknowledgement of Receipt."

#### B. Buyer Representation

If we represent the buyer, the law requires that you must provide the buyer with a disclosure as soon as practicable BEFORE executing a Purchase Agreement.

NOTE: You are actually required to provide the disclosure form to the buyer as soon as that buyer seeks your services in more than a "casual transitory or preliminary matter," with the object of entering into a real property transaction. As a general rule, never show a property without providing a disclosure. Don't forget to obtain a signed Acknowledgement of Receipt.

When you present an offer and this office is not the listing agent, you must also provide a disclosure to the seller as soon as practicable BEFORE presenting an offer. Delivery of the disclosure to the listing agent is generally sufficient.

### XXI. Sharing Information

It is this Corporation's policy to make a full, open and sincere effort to cooperate with other licensees including sharing information, unless the principal has given instructions to the contrary. This does not mean, however, that you should disclose confidential information about your client or the Corporation.

#### A. Property Disclosure Requirements

One of the most common areas of dispute relates to the seller's and agent's alleged nondisclosure of a material fact about the property. Your and the seller's disclosure requirements have continued to increase over the years often leading to confusion and frustration on the part of real estate licensees. This Company takes seriously the disclosure requirements expected of the licensee. Any attempt to conceal a matter of fact, or mislead a party in any way will result in your immediate termination from this office. You are expected to be familiar with requirements and comply with them at all times.

***NOTE: As comprehensive as the printed materials are, they cannot possible address every situation which may arise. Nothing can replace your good judgment and careful attention to detail. Remember when in doubt, disclose it in writing. NEVER fill out or sign a disclosure form for your client!***

### XXII. Home Inspection Company Referrals (Washington)

Washington State Law requires all Real Estate Companies have a written policy on the referrals of Home Inspection Companies. It is our Corporate policy that you provide a buyer or seller with a list of at least 5 licensed home inspection/pest inspection companies in the market area. If you have any family relationship with any of these companies you are required to disclose that relationship. As an agent for The Force you may not recommend "A" company. This list of referred companies must be in writing and shall be included in the transaction file in the Companies Paperless Office

### XXIII. Property Management

As a courtesy to our clients, the broker provides property management services [if

applicable] through the office's property management division. We will provide property management services to our clients on a case by case basis. All arrangements to manage a client's property must be preapproved by the broker. Any property management contract must be supervised by the corporation with no exceptions. Any violation of this rule will result in severe disciplinary action against you and your license

#### **XXIV. Grounds for Termination**

As stated above, your association with the broker can be terminated, with or without cause, at any time. Additionally, any violation of these policies, of the Realtor® Code of Ethics, any conviction of any illegal act, or any violation of the Real Estate License Law in the States we do business, or have transactions being conducted in, or any dishonest or unethical act will be cause for immediate termination of you association, and the corporation will pursue all available methods to resolve the issues, both criminally and civilly.

#### **XXV. Associate's Inventory**

Within 24 hours after notice of termination by either party, you must provide the Corporate Broker with a list of all of active listings taken by you and all pending transaction in which, if completed you will be entitled to compensation from the broker in accordance with the terms of your Broker-Associate License, or other written agreement. All of the Corporate Brokers corporate property must be returned within 24 hours. If the Broker Does not receive it corporate property back to the designated State office legal action will be taken by the Company against the agent for the return of its corporate property and any damages, fees, or costs.

#### **XXVI. Corporate & Client Confidentiality**

You agree that you will not furnish to any person, business, real estate brokerage or any other entity presently existing or to be formed in the future, and information regarding the broker's clients, customers, properties, prices, or terms of negotiations including the brokers policies and relationships with clients, customers or other business relations and/or the broker's business. You agree not to remove from the Agent Command Center any files, maps, books, publications, records, prospect or client lists, sales plans, programs, materials, manuals, forms, brochures, training material, listing and sales materials provided by the broker or any other material, files, records or data. Any such items in your possession will be returned to the Corporate Broker within 24 hours after your termination, or your transfer to another broker. You expressly agree that all such items are the property of the broker and you will not use these materials in connection with any real estate business carried on by you, either alone or with other individuals or entities. The broker agrees that you are entitled, at your own expense, to photocopies of any records and files in which you have a bona fide personal, legal, or economic interest; and you may access such files only for such purposes upon reasonable notice in writing to the Corporation. You agree not to sell, market to or otherwise solicit, or encourage and clients of the broker, particularly sellers with whom the broker presently holds listing agreements, to terminate their relations or contracts with the broker

#### **XXVII. Sexual Harassment Information & Policy**

##### **A. Illegality and Definition**

Title VII of the Civil Rights Act of 1964, as amended, prohibits employment discrimination on the basis of race, color, sex, age, of national origin. *California government code 12940 et seq*, prohibits employment discrimination and harassment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status or sex. Sexual harassment is included among these prohibitions under both state and federal law. The Corporate Broker is committed to providing a work environment that is free from all forms of unlawful harassment and discrimination, including sexual harassment. Sexual harassment in the work environment will not be tolerated. Sexual harassment is defined as unwanted sexual advances or the

creation of a sexually hostile work environment. This definition includes many forms of offensive behaviors and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of examples that may encompass harassment:

- Unwanted sexual advances, verbal or physical, expressed or implied.
- Offering employment benefits in exchange for sexual favors.
- Conditioning a term of employment upon the submission to sexual advances, expressly or impliedly.
- Making or threatening reprisals after a negative response to sexual advances.
- Other verbal conduct, including, but not limited to, making or using derogatory comments, epithets, slurs or jokes based on the individual's sex, making commentaries about an individual's body or appearance, using sexually-degrading words to describe an individual, discussing or describing sexual experiences.
- Other physical conduct, including but not limited to, contact with another person's body, such as back rubs, assault of another person's body, impeding or blocking movements toward another person.
- Visual conduct, including but not limited to leering, making sexual gestures, or displaying or forwarding sexually-offensive or obscene objects, pictures, cartoons, posters, email, Internet websites, letters, notes, etc.

Unwelcome sexual advances, either verbal or physical, requests for sexual favors and other verbal, visual or physical conduct of a sexual nature, constitute sexual harassment when:

1. Submission to such conduct is made, either explicitly or implicitly, a term or condition of employment.
2. Submission or rejection of the conduct is used as a basis for making employment decisions.
3. The conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile or offensive work environment.

#### B. Internal and Complaint Process

If you experience or witness sexual harassment in the work place, report it immediately to the office manager or corporate broker. Your complaint or report of sexual harassment will be investigated, as required by law. When the investigation is completed, you will be informed of the outcome. Anyone found to be engaging in sexual harassment may be subject to disciplinary action, up to and including termination of employment. You can raise legitimate concerns and/or make reports about sexual harassment in the workplace without fear of reprisal or retaliation. The Company will not tolerate retaliation against employees complaining of or reporting sexual harassment in the workplace. Anyone found to be retaliating against an employee complaining of or reporting sexual harassment in the workplace may be subject to disciplinary action, up to and including termination of employment. If you otherwise experience or witness harassment and/or discrimination in the workplace on the basis of race, color, sex, age, national origin, religious creed, ancestry, physical disability, mental disability, medical condition, marital status or any other legally protected class, you must likewise utilize the same Internal Complaint Process as specified by Broker for the reporting of sexual harassment.

C. Legal Remedies are provided for each specific State the Corporation operates in.

### **XXVIII. Broker Lead & REO Policy**

The Force Realty Provides leads to agents by availability only.

The policy is the agent will follow the Brokers request to service the buyer or seller or the lead or transaction will be reassigned. The splits will vary based upon the lead but the initial split will be at least 40% to the broker and 60% to the agent servicing the lead or transaction. The Client will remain the brokers lead for 1 year from the time it has been assigned to the agent. This means if the client buys 1 or 5 houses in that year then the split remains for that period of 1 year. The agent will be expected to do open houses, BPO's and service the lead accordingly, or the lead will be reassigned. There are no exceptions with this policy and this policy will be strictly enforced.

#### **XXIV. Companies Paperless Office**

The Companies Paperless Office is the office for the corporation and will be treated with the proper respect that a normal brick and mortar office would expect. The Paperless Office will be used as a library of information for the agent, the primary location to upload transaction documents for your file and the Corporate Broker, documents, logos, and other marketing materials for the Agents use while at our firm. If your transaction file is not uploaded into a file that you create, then payment of and funds such as commissions will not be paid until you follow instructions.

#### **XXX. NON-DISCLOSURE AGREEMENT**

This is an Agreement between the agent signing this document and The Force Realty in which the agent or employee agrees not to disclose trade secrets belonging to The Force Realty. In consideration of being made privy to trade-secret information belonging to The Force Realty, the agent hereby agrees not to disclose this information to third parties and to treat this information as a trade secret belonging to The Force Realty. The information to be treated as a trade secret is all confidential information relating to the entire website and Companies Paperless Office, and any file that the agent or employee worked on while under our employe.

#### **XXXII. CONFIDENTIAL INFORMATION AGREEMENT**

In consideration of being employed by The Force Realty, the undersigned, the agent hereby agrees and acknowledges:

1. That during the course of my employment there may be disclosed to me certain trade secrets of The Force Realty; said trade secrets consisting of:

- a) Technical information: Methods, processes, formula, compositions, inventions, machines, computer programs and research projects.
- b) Business information: Customer lists; pricing data; sources of supply; and marketing, production, or merchandising systems or plans.

2. I shall not during, or at any time after the termination of my employment with The Force Realty, use for others, or myself or disclose or divulge to others any trade secrets, confidential information, or any other data of The Force Realty in violation of this agreement.

3. That upon the termination of my employment from The Force Realty:

- a) I shall return to The Force Realty, all documents relating to The Force Realty, including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way The Force Realty, or in any way obtained by me during the course of my employment. I further agree that I shall not retain copies of the foregoing.
- b) This agreement shall be binding upon me and my personal representatives and successors in interest, and shall inure to the benefit of The Force Realty, its successors and assigns.
- c) The unenforceability of any provision to this agreement shall not impair or affect any other provision.
- d) In the event of any breach of this agreement, The Force Realty shall have full rights to injunctive relief, in addition to any other existing rights, without requirement of posting bond.

#### **XXXIII. DO NOT CALL POLICY**

Our company policy has been and is to **not make any cold calls** until further notice. The **DO NOT CALL POLICY includes faxing and e-mails**. To determine whether it is a **cold or warm** call, see numbers 1 through 4 below. The Company will be obtaining the National Do-Not-Call List to better organize our Company specific Do-Not-Call List in the very near future.

**“If in doubt, Do Not Make the Call”**

**Procedure A:** To determine if you May call and to identify if this is a warm or cold call,

you must follow numbers 1, 2 and 3 on every single call.

1. Do you have a signed, written agreement from the customer stating that you may contact them to make a warm call at this specific number? YES: **You may call** (unless customer has requested relationship to be terminated)

NO: **You may not call**

2. Has the person you wish to call made a purchase or transaction from you *within the last 18 months?*

YES: **You may call** (unless customer has requested relationship to be terminated)

NO: **You may not call**

3. Has the person you wish to call contacted you about our services *within the last 3 months?*

YES: **You may call** (unless customer has requested relationship to be terminated)

NO: **You may not call**

4. In the event the customer has requested (at any time) that their relationship with you or the Company be terminated

**You may NOT call**

NOTE: "An expired listing is not a previous business relationship such as in #2 above, unless you were the previous Listing Agent on that expired listing. Properties and owners referenced on the MLS do not mean that the entire membership of MLS agents had a prior business relationship with those owners. Also, with respect to a **FSBO**, they are not making an inquiry for a listing service. This is still a cold call unless you are merely making an appointment to present an actual offer only, not soliciting for a listing."

**Procedure B:** To determine whether to call a number that is not listed on either Federal do-not-call list of the company's own do-not-call list.

1. Do not call before 8 am or after 9 pm (at their local time zone).
2. Do not disconnect an unanswered call before at least 15 seconds or four rings.
3. When you call, you must give your name, your Company's name and your telephone number or address at which you may be contacted.

NOTE: Effective January 29, 2004, you may not block Caller ID and you must transmit your Company name and telephone number for people to use during regular business hours to make do-not-call requests.

**Procedure C:** How to handle a customer request that their number(s) be placed on our Company's do-not-call list.

1. Place that person's name and telephone number on the Company's list as soon as possible, but not to exceed five (5) days.

#### **Do Not Call Indemnity Agreement:**

AGENT has read and studied the Cold Calling Policy for corporate broker; AGENT understands that there are numerous severe penalties for violations of the Do-Not-Call laws. For example, the FCC may fine up to \$11,000 for each violation. In other words, each phone call to somebody on the Do-Not-Call list, unless exempt. In addition, consumers may pursue a monetary claim for \$500 per violation. AGENT promises to abide by all Do-Not-Call laws. Neither Corporate broker, nor its E&O Policy will defend or indemnify any AGENT who is accused or has actually violated the Do-Not-Call laws. AGENT is solely responsible for any and all violations of the Do-Not-Call laws. AGENT hereby holds harmless and indemnifies corporate broker, attorney's fees, costs, claims, fines and any and all adverse repercussions suffered by corporate broker, as a result of any alleged or actual violation by AGENT of any of the Do-Not-Call laws, state and federal.

#### **XXXIV. CORPORATE INDEMNIFICATION AGREEMENT**

This AGREEMENT is made by and between The Force Realty herein called "Corporate BROKER," and the below signed new agent hereinafter called "AGENT."

AGENT is licensed to perform services for which a real estate license is required. AGENT is presently licensed under The Force Realty, Inc., real estate broker's license. AGENT desires protection in the event of claims made against AGENT in the course of AGENT's performing these professional services. AGENT is an independent contractor to Corporate BROKER. Corporate BROKER agrees by this agreement to provide indemnification and defense as set forth below.

Corporate BROKER agrees, at Agents deductible expense through Errors & Omissions', to defend AGENT and hold AGENT harmless from claims for "damages" made by third parties by reason of any act, error, omission, or personal injury arising out of AGENT's professional services as rendered, or that should have been rendered, and for which AGENT is legally responsible, provided that such act, error, omission, or injury occurs during the period when AGENT is licensed under Corporate BROKER's license and while this agreement is in force and regardless of when the claim is made. "Damages" shall not include any fine, sanction, penalty, or exemplary damages or exclusions set forth below. If you are fired for cause, or have been found to have committed any of the following: Fraud, criminal conduct, dishonesty, misrepresentation, willful misconduct, Malicious Act, error or omission.

Each claim shall be subject to a deductible of \$5000.00 and each AGENT shall be responsible for all claims expense and damages with respect to each claim made against such AGENT during any annual indemnity period. Further, Corporate BROKER shall not be responsible to pay more than \$1,000,000 in damages and claims expenses associated with the defense for all claims made against AGENT during any annual indemnity period as set forth below.

The AGENT shall not be indemnified or defended for the following claims excluded from this Agreement:

- (a) Claims arising out of alleged criminal conduct by AGENT.
- (b) Claims arising out of a dishonest, fraudulent, intentional misrepresentation, willful misconduct or malicious act, error or omission or personal injury committed by AGENT with malice.
- (c) Claims made by the AGENT himself or persons who are related to AGENT by blood, marriage, partnership, or co-ownership.
- (d) Claims for emotional distress, mental illness, humiliation, bodily injury, sickness, disease, or death of any person.
- (e) Claims regarding injury to, conversion of, destruction of, or loss of use of personal or real property.
- (f) Claims arising out of purchase or sales of any property by AGENT, spouse or relative for his/her own use. Or any property in which AGENT, spouse or relative has any equity interest, or any ownership.
- (g) Claims made by any business enterprise, social club, or organization of which AGENT is a member or has an interest therein.
- (h) Claims arising out of discrimination or harassment of any kind by AGENT.
- (i) Claims based on AGENT acting as a notary public.
- (j) Claims involving the division of commissions and/or fees between agents.
- (k) Claims brought by a governmental or quasi-governmental regulatory agency partially or wholly seeking to impose disciplinary action upon AGENT.
- (l) Claims arising from any property management activity.
- (m) Claims arising from mishandling of buyers deposit.

All claims must be reported promptly in writing to Corporate BROKER or managerial personnel. AGENT agrees to cooperate with Corporate BROKER, its management and attorneys, in defending any such claim, and to make AGENT available for that purpose. Corporate BROKER shall have the duty to defend all claims covered by this Agreement regardless of whether they are groundless, false, or fraudulent. Corporate BROKER shall have the right to settle or compromise any such claim at its sole discretion, and the AGENT will be responsible for all fees, costs, and legal costs associated to a claim, or a dispute, by another party, or the AGENT.

This Agreement shall commence once you read and sign this document, and shall continue in force from year to year, provided AGENT pays the required amount set forth above and as long as AGENT is an independent contractor under Corporate BROKER's license. The amount paid by AGENT pursuant to this Agreement shall not be prorated in the event that AGENT terminates and AGENT shall not be entitled to a refund under any circumstance.

Should the AGENT wish to purchase error or omission insurance separate and apart from this Indemnity Agreement, it must be after receipt of written approval of said policy by Corporate BROKER and at the AGENT's sole expense, and a copy of this policy must be placed in the AGENTS personnel file.

The promises and duties of Corporate BROKER under this Agreement shall be considered as excess to any insurance coverage in force procured by AGENT at AGENT's sole expense. Should AGENT wish to retain legal counsel separate and apart from Corporate BROKER's attorneys, it must be after receipt of written approval of said counsel by Corporate BROKER and at AGENT's sole expense. This Agreement shall bind the heirs, executors, administrators, assigns, and successors in interest of the parties.

AGENT waives all rights to subrogation in favor of Corporate BROKER. AGENT assigns all rights to indemnity to Corporate BROKER. Any and all dispute(s) between Corporate BROKER and AGENT shall after good faith efforts are made to resolve the dispute(s) amiably is unsuccessful, be submitted to non-binding mediation with Judicial Arbitration and Mediation Services ("JAMS") in Orange, California. The agent is responsible for all fees related to non-binding mediation.

In the event the non-binding mediation is unsuccessful, the dispute shall be submitted to JAMS for final and binding arbitration. The prevailing party at arbitration shall be entitled to attorney's fees. If JAMS is not available, then the dispute will be transferred to the local association for mediation and arbitration.

## **XXXV Privacy Policies**

*Effective July 1, 2008*

The Force Realty has created this Privacy Policy to demonstrate our firm commitment to privacy and so that you, as a visitor to the Corporate ("Web site") and Companies Paperless Office, will be aware of the uses made of information that may be generated as a result of you using our Web site.

*What information is generated when you visit our Website & Companies Paperless Office?*

Depending on how you use our Web site, certain types of personal and non personal information may be generated and collected. For example, you may give us your name or e-mail address when you complete a registration screen, respond to a questionnaire or submit an e-mail to us. Any personal information that you provide to us will be used by us primarily to fulfill the stated objective for which the information was requested or collected (e.g. if information is provided as a result of you e-mailing us, we will use the information provided, such as e-mail address, to respond to you). Other types of information that may be generated and collected when you use our Web site is information that we consider non personal in nature. For example, we may collect the name of the domain from which you access the Internet (for example, aol.com, if you are connecting from an America Online account); the date and time you access our site or and the Internet address of the Web site from which you linked directly to our site. We use this information to measure the number of visitors to the different sections of our Web site and to help us make our Web site more useful to visitors.

*Use of Cookies*

What is a cookie? A cookie is a data file that is created and stored on your computer's hard drive when you visit a Web site. The typical purposes of a cookie is to make your use of the Web site easier and more convenient and to assist the Web site in tracking your use of the site. For example, a cookie may save the registration information, passwords, purchases or preferences that you create when using a Web site so you don't have to reenter this information. Cookies may also tell the Web site which areas of the site are popular and which aren't. Cookie technology is used by most major Web sites and is considered an industry standard for the Internet. Our Web site uses cookie technology to verify user information. (Please see the section titled 'Advertisements' for more information concerning advertisers.). Also, most Internet browsers are initially set to accept cookies. If you prefer, you may set your browser so that it refuses cookies or alerts you when cookies are being created on your hard drive. You should be aware though that by not accepting cookies, you may impair your ability to use certain shopping or password protected areas of web sites.

*"Contact Us" Feature*

Like most sites on the Internet, our Web site contains a feature that allows you to contact us with your comments or questions. Not surprisingly, we call this feature "Contact Us." To use this feature, there is an icon at the top of each page on our Web site which you can click onto. When you do click this icon, a screen will prompt you to provide us with certain information, such as your first and last name, email address, phone and fax number and your address, including your city and state. The information collected through the "Contact Us" feature is used to investigate and

respond to your inquiries. If you are a member, we may also use the information you provide to update our membership records.

#### *Links to Other Sites*

In many areas of our Web site, we have included links to other Internet sites which we feel add to or improve the quality of our Web site. While we hope you find these links helpful, we cannot assume responsibility for the privacy practices or the content of any linked site. Therefore, we encourage you to investigate and determine the privacy policy and practices of any linked site prior to providing information to the linked site.

#### *Advertisements*

Like many other sites on the Internet, we sell advertising space on our Web site to other companies. The advertising space we sell is usually in the form of an electronic "advertisement banner." An advertisement banner is essentially a graphic link to the actual Internet site of the advertiser. While we hope you find our advertiser's products helpful, we cannot assume any responsibility for the privacy practices of our advertisers. Therefore, like any other Internet site you may visit, we encourage you to become knowledgeable of the privacy policies and practices of our advertisers prior to providing information on their sites.

#### *Corporate Chat Rooms or Forums*

From time to time a discussion forum, bulletin board, blog, chat area, news group, community, or other feature designed so that Users may upload data and images or communicate with others ("Forum") may be made available to Users on this Site. The Force Realty, in its sole discretion, reserves the right to review, control or edit any text, data, images, files, or other materials that may be uploaded, posted or submitted in any Forum ("Submissions") as well as the right to refuse to post any such Submission. All Submissions are subject to the Terms of Use. Please remember that any information you disclose on these types of features will be accessible to the public and you should exercise caution prior to disclosing any personal information on these features.

#### *Required by Law*

We may disclose information provided by you if we are legally required to do so, such as by court order or subpoena.

#### *Security*

We have adopted what we consider to be reasonable security measures to protect against the loss, theft, misuse and alteration of information collected through our Web site. However, if you are concerned about the security of the Internet or our Web site, we suggest that you not provide this information.

#### *Other Products and Services*

Although we generally collect and use information to fulfill the stated objective for which the information was requested or collected, we may also provide the information to our subsidiaries so that they may send you information regarding other products or services that may be valuable or interesting to you.

#### *Corrections/Updates*

If you are an employee or independent contractor and you have a suggestion please send your ideas to the ASK Marketing tab.

#### *Changes to Privacy Policy Statement*

With the ever-changing environment of the Internet and to maintain our ability to improve the quality and safety of our Web site, we reserve the right to change this Privacy Policy at any time. In the event we make any material changes to our Privacy Policy, we will notify you by updating the Policy's Effective Date and indicating the previous effective date. As you use our Web site, we encourage you to periodically

check back with this Privacy Policy for changes that we may make. Your continued use of our Web site will constitute your agreement to any changes we make and if you do not agree with a change, please refrain from using our Web site.

### **XXXVI. Commissions Paid to a Salesperson's Corporation or Limited Liability Company**

Many of our Agents would like to receive their commission payable to their own Limited Liability Corporation, or Corporation. I have provided the correct State Licensing Agency and IRS legal method for being paid this way. The Agent's Corporation or Limited Liability Company cannot be involved in a real estate transaction. In a real estate transaction, the agent may act only as an individual person. This is because the Agent has a license affiliated with The Force Realty, and the agent is given express permission to represent a buyer or seller in a real estate transaction. The Force Realty will pay and Agent this way if they do the following and return letter and W-9:

- 1) The Corporation or Limited Liability Company must be solely owned by the Agent.
- 2) The Agent must provide the following to the broker for the Agents file:
  - a) Corporation or Limited Liability Company W-9 Form.
  - b) A letter stating that the Corporation or Limited Liability Company is solely owned by the agent and that the agent is requesting the commission to be paid to the Agents Corporation or Limited Liability Company.

#### **Letter Example:**

To: The Force Realty

\_\_\_\_\_, being duly sworn, deposes and says:

1. I am a licensed salesperson affiliated with The Force Realty.
2. I have formed a Corporation or LLC called \_\_\_\_\_ 3.
- \_\_\_\_\_ (Corp or LLC name) is not licensed as a real estate brokerage, and is owned solely by myself.
4. I request that all future commissions be payable to me, earned in the capacity as a salesperson working for The Force Realty, be paid to (company name) \_\_\_\_\_

#### **5. Sign and Date the Letter**

**This must be returned to The Force Realty by email as soon as possible if you are to be paid in this manner.**

### **XXXVII. Agents Copy**

**The agent, or broker understands by signing this document that they understand the policy and procedures, Indemnification agreement, sexual harassment policy, do not call policy, Privacy Policy, Non –Disclosure Agreement and Confidential Information Agreement, and the agent realizes that this manual is incorporated into the Independent Contractor Agreement of The Force Realty. There are no exceptions and no special arrangements will be made for anyone associated The Force Realty. If this is not adhered to then The Force Realty will pursue all civil and criminal avenues to resolve the issue**

**The undersigned has read and understands the policy manual for The Force Realty and all of its affiliates. This copy is for your records.**

Sign Here: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name Here: \_\_\_\_\_

### **XXXVII. The Force Realty Copy**

**The agent, or broker understands by signing this document that they understand the policy and procedures, Indemnification agreement, sexual harassment policy, do not call policy, Privacy Policy, Non –Disclosure Agreement and Confidential Information Agreement, and the agent realizes that this manual is incorporated into the Independent Contractor Agreement of The Force Realty. There are no exceptions and no special arrangements will be made for anyone associated with The Force Realty. If this is not adhered to The Force Realty will pursue all civil and criminal avenues to resolve the issue.**

The undersigned has read and understands the policy manual for The Force Realty Realty and all of its affiliates.

This copy needs to be emailed back to the corporate email address at [careers@theforcerealty.com](mailto:careers@theforcerealty.com)

1. Sign Here: \_\_\_\_\_ Date: \_\_\_\_\_
2. Print name here: \_\_\_\_\_
3. (Broker's Copy)