



POLICY MANUAL

Realty One Group Premier

Policy Manual

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The Office Policy Manual Guide is designed as a tool to enable our Broker Associates to understand the company position on Brokerage Relationships, Fair Housing Policies and Internal Rules that will need to be addressed from time to time. In this Policy Manual, the term “Employing Broker or Broker” means the employing broker with the Colorado Real Estate Commission. The term “Firm” means the company, Realty One Group Premier. The term “Broker Associate” means a licensed real estate broker affiliated with Realty One Group Premier, under the terms of this Policy Manual and the attached Independent Contractor Agreement. The term “Office Administrator” means the designated office staff manager. The term “Staff” means any and all support personnel who are not licensed real estate brokers affiliated with Realty One Group Premier working under an Independent Contractor Agreement. The “Branch Manager” is the supervising broker associate in each branch office of the Firm and an Associates Managing Broker would be the managing broker in the office out of which a Broker Associate works. Guardian Real Estate Service, Inc. will act as the operating managing entity for Realty One Group Premier and any ancillary companies developed under the Guardian Real Estate Services, Inc. Group umbrella.

Goals of the Realty One Group Premier Policy Manual are:

1. To give each Broker Associate a clear understanding of the rights and responsibilities owed by and between all parties to a transaction.
2. To provide standard operating procedures, thereby minimizing disputes and proactively addressing potential dispute and liability situations through the implementations of standards of practice and procedures.
3. To enhance productivity by clearly identifying processes so that company representative implementation of the Office Policy Manual.
4. Upon joining Realty One Group Premier, each Broker Associate will receive a copy of the Company Policy Manual, become familiar with its content and execute an acknowledgment that the Broker Associate has read and understands the material set forth and agrees to abide by the policies set forth therein. The Employing Broker may alter policy from time to time and the Broker Associate will be made aware of those changes in writing.
5. Please refer any questions regarding interpretations to either the Employing Broker, Managing Broker or the Branch Manager.

Introduction

The Realty One Group Premier and Employing Broker's office policies and procedures are provided in this manner for the standard operating procedures of this firm. These policies are to be used in your day-to-day operations as an Associate within Realty One Group Premier. It will help promote cooperation among Broker Associates and between Broker Associates and management. This manual provides a clear understanding standard practices and procedures to help avoid disputes and also to help settle disputes. And lastly, this manual will help guide you in your activities and hopefully enhance your productivity.

The right to amend and change any content of the Realty One Group Premier Office Policy manual is reserved for the Employing Broker on an "as needed" basis. The amendments and changes shall be reviewed during company meetings directly following any change to the policy. It is the responsibility of each Broker Associate to keep abreast of all policy changes and to understand the policy set forth. Absence from any meeting discussing changes to policy does not provide an exemption to a Broker Associate from these responsibilities.

Chapter One

Mutual Benefit

For the working relationship of the Employing Broker and Broker Associate, the following policies will be used to establish mutual benefit to both parties:

Broker and Broker Associate Agreement of Mutual Benefit

1. The Broker Associate and Employing Broker each agree to engage in business that promotes the utmost manner of professionalism by promoting positive relations, enhancing the business' reputation and its profits, and increasing community goodwill.
2. The Broker Associate agrees to put forth the best effort in selling, exchanging, and leasing all real estate listed with the Firm and to include the solicitation of new clients and customers for future business. Furthermore, the Broker Associate agrees to act in lawful and ethical manners promoting the professionalism of himself as well as the Firm to the greatest mutual benefit to both parties.
3. The Broker Associate, as a limited agent for the Employing Broker, agrees to act on the behalf of the Employing Broker and Firm. If a conflict of interest occurs, the Broker Associate will promptly notify the Employing Broker or Managing Broker in writing so that the Employing Broker or Managing Broker can take appropriate steps in rectifying the conflict for the mutual protection of both parties involved in the transaction.

Adherence to the Code of Ethics, Rules and Regulations, and Bylaws of NAR, Metrolist, IRES and Other Affiliated Organizations

1. The parties agree to conform to and abide by all laws, rules and regulations and codes of ethics that are binding upon, or applicable to, Colorado real estate brokers and broker associates, including but not being limited to those promulgated, from time to time by the National Association of Realtors\ and the Colorado

Association of Realtors.

2. Strict adherence to the governing rules and regulations of the Colorado Real Estate Commission, The National Association of Realtors\ Code of Ethics, local Realtor\ Association bylaws, IRES Rules and Regulations, Metrolist Rules and Regulations and/or the rules and regulations of any other multiple listing service or information exchange in which Broker or Broker Associate participate, will be followed by the Broker and Broker Associates.
3. Broker Associate agrees to attend an orientation of the local Realtor\ Association and to receive a copy of the code of ethics by attending one of the approved Colorado Association of Realtors\ classes on Ethics and Professional Standards and such other courses or requirements the local Realtor\ Association may necessitates a condition of membership. The Broker Associate shall have not more than 90 days from the application date to complete these requirements.

Broker Associate Requirements

1. The Broker Associate shall maintain his or her own current real estate license.
2. The Broker Associate shall meet all continuing education requirements as established by the Colorado Real Estate Commission.
3. Proof of continuing education compliance and license renewal shall be provided to Broker no later than fifteen days prior to the applicable renewal date.
4. The Broker is required to maintain the mandatory coverage of errors and omissions insurance. Realty One Group Premier also requires Broker Associates to maintain an excess policy of coverage of 1M – 2M that may be negotiated by Realty One Group Premier on behalf of the Broker Associates. Broker Associates will pay the fee to Realty One Group Premier when designated in November of each calendar year. If no program is on place set forth by Realty One Group Premier Broker Associates may utilize DORA approved O & E companies.
5. The Broker Associate is responsible for all continuing education, licensing and license renewal fees, mandatory errors and omission premiums and/or fees relating to name change.
6. The Broker Associatē may become a member of one of the local Realtor associations, Colorado Association of Realtors , and National Association of Realtor and be responsible for all applicable dues and fees. This is recommended for all Licensees including all Team Members.
7. The Broker Associate may choose to join any local association in which the Employing Broker or Branch Manager holds membership as a primary or secondary member.
8. The Broker Associate understands the Employing Broker is a member of the local and national Realtor associations and may belong to any of the Institutes and Societies of the National Association of Realtors .
9. The Broker Associate agrees to abide by the rules and regulations of these organizations to which the Employing Broker must adhere as a member.
10. The Broker Associate agrees to use the company approved logos and identification materials that provide a uniformity in such materials as determined by the Employing Broker.

Miscellaneous Broker Associate Expenses

Any expenses related to:

1. Customer/client entertainment and Broker Associate's personal promotion will be paid for by the Broker Associate. Each business card will display the name and logo of Realty One Group Premier and must adhere to Realty One Group Premier guidelines on [The Zone](#).
2. All continuing education, which is required to maintain licensing and/or to improve brokerage skills, Realtor designation courses, unless otherwise approved in writing in advance by the Broker, shall be the Associates expense.
3. All personal supplies, including the Realty One Group Premier marketing materials that are made available, required by the Broker Associate.
4. All Broker Associates will be responsible for paying their marketing fees and administrative fees in an amount to be determined by Realty One Group Premier which will consider input from the Broker Associates from time-to-time.
5. **Realty One Group Premier** Monthly dues of \$120.00 per month, will be invoiced directly to each Broker Associate and it is the Broker Associate responsibility to pay that fee directly to REALTY ONE GROUP PREMIER.

Automobile/Insurance/Home Office

1. In the course of real estate transactions, the Broker Associate must use his personal automobile. all operating, maintenance, repair and other related automobile expenses will be paid for by the associate.
2. The automobile will be in such condition as to promote the professionalism of the Broker Associate as well as the Firm. It will be maintained in good operating condition and in a clean and presentable manner.
3. Transportation will not be provided by the Broker.
4. Each associate and licensed assistant is required to carry the following minimum insurance coverage on their automobile, or the current coverage required by REALTY ONE GROUP PREMIER States:
Contractor shall acquire and maintain, at Broker Associates expense, such coverage as follows: (1) automobile liability insurance to cover business use of Contractor's vehicle (Broker does not object to Broker Associate adding such coverage to Broker Associates existing automobile insurance policy) having a combined single limit of liability of at least Five Hundred Thousand Dollars (\$500,000); and bodily injury liability insurance having limits of at least Two Hundred and Fifty Thousand Dollars (\$250,000) for any one person and Five Hundred Thousand Dollars (\$500,000) arising out of a single accident and property damage liability insurance having limits of at least One Hundred Thousand Dollars (\$100,000) arising out of a single accident; (2) general liability insurance having a combined single limit of at least Five Hundred Thousand Dollars (\$500,000); and (3) errors and omissions coverage having a per claim and annual aggregate limit of at least Five Hundred Thousand Dollars (\$500,000). Such insurance shall be structured to protect Broker Associates against any liability that may arise in connection with the operation of Contractor's business as a real estate associate. Broker Associate shall ensure that all policies of insurance to be acquired and maintained by Broker Associate contain a separate endorsement naming Broker, Regional and REALTY ONE GROUP PREMIER., as additional insured's. Such policies shall not be subject to cancellation or non-renewal except on at least 10 days' prior written notice to Broker, Regional and REALTY ONE GROUP PREMIER. Broker Associate shall cause certificates of insurance, showing compliance with the requirements of

this Subparagraph, to be deposited with Broker and Regional on or before the effective date of this Agreement and any Renewal of this Agreement. If requested by Broker, Broker Associate shall provide Broker a full

and complete copy of any insurance policy required by this Subparagraph.

5. In accordance with Colorado law, the Broker Associate must require that all passengers wear a seat belt and any infant under the age of four years shall be secured in a restraining seat during transportation.

The Broker Associate must provide such a restraining seat.

6. In the event that the Broker Associate operates any aspect of his or her business from a home office, the Broker Associate agrees to indemnify, save and hold harmless the Firm from any and all liability associated with the conducts of such business from the home office, including but not being limited to, personal injury and property damage sustained at such home office or in any way related to the business conducted there. Broker Associate acknowledges that the Firm has no control over, and therefore no liability for, any activity conducted or occurring at the home office.

Professional/Business Expenses

The Employing Broker shall determine which expenses shall be paid by Realty One Group Premier and which expenses the Broker Associate shall pay. The Firm agrees to pay for office space, utilities, staffing, office supplies for equipment, letterhead and envelopes (for business but not marketing purposes), office equipment, office network system, management systems, (including sales meetings, office promotions), selected computer software programs for contracting and desktop publishing, accounting for company, institutional advertising and coordination for all advertising (“Broker Expenses”).

The Broker Associate shall pay for all expenses associated with the conduct of business by Broker Associate (or anyone working at Broker Associates direction) except for the above-enumerated Firm expenses. The expenses paid for by the Broker Associate shall include, but are not limited to, personal advertising, including business cards, signs, 360 home tours, direct mailings and postage, local/state/national association dues, any other membership dues, all MLS expenses, licensing fees, stationary and envelopes for mass mailings, a monthly Realtor.com fee, copies, continuing education costs, outside training that is taken by Broker Associate, automobile costs, errors & omissions insurance, automobile insurance and any other type of insurance, personal supplies and any other miscellaneous items needed to perform the function of a broker associate selling real estate.

Other items may be added to this list at the Firm’s discretion. The Firm is not obligated to pay for associate expenses prior to receiving payment for those items from the associate. Associates may want to order other advertising specialty items, for which they would pay the supplier directly.

The Monthly dues will be invoice around the 1st of each month. Payments are automatically deducted from Visa/Mastercard or auto deduction from a checking account - are accepted forms of payment. See ICA for details of payments and terms.

Resolution of Disputes

All disputes or disagreements about brokerage prospects or sales are to be handled through the following processes to resolve such disputes in an equitable manner, and to avoid discord and the potential of litigation.

What constitutes a Dispute?

Disputes are disagreements between Broker Associates in regards to:

- 1) The right to work with a certain prospect.
- 2) The right to a split of commission or fee when more than one Broker Associate knowingly or unknowingly works with the same client/customer.
- 3) The percentage split of commission or fee earned when two Broker Associates have worked with the same client/customer.

Disputes Between Broker Associates

First and foremost, the Broker Associates of Realty One Group Premier must try to come to an agreeable mutual settlement before involving the Employing Broker or Branch Manager

In the event the Broker Associates cannot come to a satisfactory agreement, the Realty One Group Premier Managers shall hear both sides of the argument in a meeting with the involved parties. The Realty One Group Premier Managers will act as either a) an arbitration panel empowered to determine any commission or

other financial dispute, or a Professional Standards Committee empowered to determine and resolve any charges of ethics violations. All intra-office and inter-office disputes must be reported promptly to the Employing Broker or Branch Manager. Personal disagreements not involving business related matters are not the responsibility of the Employing or Branch Manager or the Firm. However, in an effort to promote goodwill, the Employing or Branch Manager can counsel the aggrieved parties.

Disagreements Between Employing Broker and Broker Associate

Disagreements or disputes between Broker Associate and Employing Broker pertaining to:

- 1) A conflict arising out of, or in connection with their business relationship and dealings.
- 2) The company policy
- 3) Transactions or real estate laws
- 4) Any other dispute related to a real estate transaction, financial obligation, the business relationship between the Employing Broker and the Broker Associate, or otherwise arising out of this Agreement.

Any real estate related dispute, which is not resolved informally between the Broker Associate and the Employing Broker, will be submitted to the Broker Management Team for arbitration. The Employing Broker may not participate in the hearing other than as a party to the dispute and shall have no voting rights in that committee. The Broker Management Team's decision will be final and binding on the Employing Broker and Broker Associate and both must abide by the decision of this committee. The parties recognize and agree that this agreement to arbitrate is binding in accordance with the provisions of the Uniform Arbitration Act as

enacted in the State of Colorado.

Independent Contractor Agreement

All Broker Associates in the employ of Realty One Group Premier must sign an Independent Contractor Agreement. Until the contract is signed, the Broker Associate agrees that he/she is an independent contractor and that the terms of the Independent Contractor Agreement are binding on the Employing Broker, Firm and Broker Associate. Broker Associate acknowledges receipt of a copy of the Independent Contractor Agreement.

Tax Filing

Each Broker Associate is responsible for maintaining the necessary personal financial records for purposes of reporting income for state and federal tax requirements. The Firm's obligation is limited to providing a form that summarizes any annual income as a Broker Associate. The Firm is not liable for deduction of social security, or income or unemployment taxes for any sales production based income.

Workers' Compensation Requirement

According to Colorado law, as long as the Firm has a valid independent contractor agreement with a Broker Associate and adheres to the requirements of the state and national tax codes, the Firm is not responsible for paying Worker's Compensation Insurance concerning the Broker Associate.

Broker Associate Authorization to Contract

The Broker Associate has the limited authority to execute Listing Contracts, Buyer/Seller Agency Contracts, Transaction-Broker Contracts and other approved forms on behalf of the Employing Broker, provided that the form used is either a Colorado Real Estate Commission approved form (accompanied by any riders or addenda which are required by company policy), or a form otherwise approved for use by the Employing Broker. Except as to the execution of such approved forms, the Broker Associate shall not be empowered to obligate or bind the Employing Broker, Branch Manager or Firm in any manner, unless the Broker Associate has received prior written authorization from the Employing Broker, specifically authorizing the obligation or commitment.

The Broker Associate is not authorized to terminate a listing contract, buyer/seller agency contract, or other agency or Transaction-Broker agreements, or make amendments to any such contract that alter the term and or change the amount of compensation established in the contract, unless a request is first presented to the Employing Broker or Managing Broker who authorizes the change or termination in writing.

The Broker Associate is not authorized to permanently change the designated broker status for any contract, only the Employing Broker or Branch Manager may authorize such change, however, in the event of a vacation for the Broker Associate, they may temporarily authorize a designated broker for client by alerting the client and the office administrator of such change and the amount of time of the change.

Policy Regarding "Oral" Offers and Acceptances

Colorado law provides that all contracts for the sale or purchase of real estate be in writing, in order to be binding. One of the most common causes of liability claims against Brokers/Broker Associates is the communication of an oral “offer” or an oral “acceptance”. Even though Colorado law requires that real estate contracts be embodied in a writing signed by the parties, possible exceptions to that rule can place a Broker/Broker Associate in a precarious situation if he or she does not choose words carefully when communicating with customers and clients.

Broker Associates should avoid using expressions which create the impression that a contract has been reached prior to the actual execution of a contract by both parties. Expressions such as “We have a deal”, “The Seller accepts the offer”, or “The Buyer agrees and will sign the Counter offer” are examples of improper communication. Broker Associates are required to be accurate and precise in their communications, and should take care to advise the parties to a transaction that even though an oral expression of agreement may have been received, no contract is formed until the documents are actually executed and delivered.

Office Security

Anyone issued an office key is responsible for the safeguarding of this office. In the event that an office key is lost or stolen, you must immediately inform the Office Administrator. There will be a charge for replacement of lost or stolen keys and access cards. The Employing Broker, Branch Manager or Firm is not responsible for any theft or loss of personal items left in the office. The last person leaving the office must make sure that all accesses into the building are firmly secured, all lighting and business equipment and appliances are turned off.

Office Appearance

It is your responsibility to keep your work area in a clean, tidy, professional manner. Your office appearance is a reflection of our company when clients are visiting. Any conference or meeting areas used must be reorganized and cleaned after use including turning off lights, taking dishes or cups back to the dishwasher, and shutting off computer monitors and appliances.

Dress Code

Professional manner of dress is a requirement when serving the public in real estate transactions and when representing the Firm. During the week we expect a business attire and on the weekend a business casual attire. Realt One Group Premier may designate several casual days throughout the year for both staff and independent contractors. A casual day would be a REALTY ONE GROUP PREMIER logo shirt with khaki type pants. Jeans are unacceptable dress for staff and independent contractors during the work week depending on office location and may be applicable at Branch Managers discretion. Please be respectful of your other associates and their clients if you are not properly dressed to the same standards.

Changes in Name, Address and Telephone Number

All changes in name, address, and telephone numbers of any broker associate must be reported immediately by the associate to the Office Administrator, who will make a record of the changes. It is the Broker Associate's responsibility to report these changes to the Colorado Real Estate Commission, Williams Underwriting (or the designated E & O insurer) and to the local Board of Realtors . The Broker Associate is responsible for any fees associated with name, address and telephone number changes from the CREC, Williams Underwriting (E & O insurer) and the local Board of Realtors .

Telephone Use

It is the responsibility of the Broker Associate to utilize their personal cellular for all phone needs while at office.

Any personal long distance calls made on the office phone system are responsibility of the Broker Associate to pay for and to only be made in an emergency, as other alternative phone systems may be less expensive for the broker associate.

The Broker will provide a toll free number for long distance areas. Again please utilize this number for business purposes only.

Internet access will be available via our network file system. The Broker Associate will be responsible for obtaining clearance via their own carrier, i.e. AOL, Yahoo etc.

Staff Philosophy

The Philosophy of Realty One Group Premier from a staff perspective is based upon an understanding of who our true customer is – the real estate professional. Without the Broker Associates who are happy customers, staff positions would not exist. Each staff member, including the Employing Broker should try to be as customer friendly as possible at all times. If a situation arises that a staff member cannot handle, the staff member is asked to report it to the Office Administrator and/or Broker Manager immediately. No staff member should be asked to do tasks outside of the job description provided; however, we are in the service business to provide the highest level of competent service we can for our Broker Associate, sales people in other firms and the Buyers and Sellers we work with. The Realty One Group Premier smile from our staff will go a long way to building a higher standard than what our industry has experienced.

The following holidays will be observed and staff will be given these paid days off: January 1, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day. Additionally, selected other holidays may be designated at the discretion of the Corporate Operations Officer.

Sexual Harassment Policy

Sexual harassment is any verbal or physical conduct of harassing nature, request of sexual acts or favors, unwelcome sexual advances, or any other conduct with the purpose or effect of which unreasonably interferes with an individual's work performance, or creates a hostile, intimidating or offensive work environment. Sexual harassment is illegal.

Racial, religious and ethnic harassment is also illegal. For this reason, you must make sure that you do not engage in such harassment or in any behavior toward your fellow workers that could be viewed as harassment.

Harassment is a serious offense and Realty One Group Premier, Inc will deal with these issues in the strictest of terms, which may include termination if you are found to have engaged in such conduct.

If you believe that you are the victim of harassment, please immediately notify a member of the management team. All claims will be investigated promptly by the management team and the identity of all parties involved will be kept strictly confidential.

Realty One Group Premier Computer Use Information System Policy

The Information System, which includes all hardware, software, e-mail, voice mail, Internet access and data entered, transmitted, downloaded, uploaded, imported, exported and used in the daily operation of business, are proprietary to the Broker. The System includes but is not limited to the following:

- All business, products and services of Broker
- All market data, financial data, personal data and computer programs
- All client, customer, account and supplier lists, files and data
- All files, letters, memoranda, reports, records, data and other written material that are prepared by a staff member or Broker Associate for the Broker, or that others prepared in the employment of the Broker.

With respect to the Information System, these items shall not be removed, destroyed or modified except within the scope of business. Any Broker Associate using any form of the Information System is responsible for adhering to the Information System policy. Violations of this policy may warrant termination of certain

Information System access, disciplinary action, (up to and including discharge from employment) and possible civil liability.

Realty One Group Premier Proprietary Equipment and Information

All data, programs, and work products related to Realty One Group Premier activity and clientele (“Proprietary Information”) are the property of the Broker, confidential and proprietary and shall not be stored in the Broker Associate’s home without written authorization. All Proprietary Information shall be maintained in the strictest confidence, and shall not be copied, transmitted to third parties or utilized by the Broker Associate or staff for any purpose other than the proper conduct of real estate brokerage business during employment by, or as an associate with, Realty One Group Premier.

Broker Associate is fully responsible for security and adherence to the Information System Policy in connection with the use of any portable computer equipment or personal desk-top equipment authorized for use by the Broker to access the Information System. Upon termination of employment, or on demand from Broker, the Broker Associate, shall immediately surrender and return all Information System related material and Proprietary Information in their possession or control to Broker. Routine maintenance and operation of Information Systems to satisfy security, legal or business requirements through authorized contractors, employees, staff, and broker associates will occur. With this in mind, Broker Associates are advised that the Information System is subject to inspection. Therefore, it would be prudent that the Information System is to be used for business purposes only, as is noted below.

Realty One Group Premier Information System Usage

The Information System is a business asset and is to be used only for business purposes. Keep in mind:

1. Personal use of the Information System is strictly prohibited without prior written authorization.
2. Without prior written authorization from the office manager or Broker. Each request shall be considered on a case-by-case basis.

Realty One Group Premier Information Usage System Conduct

Use of the information systems requires certain conduct be maintained to enhance professionalism among your working peers, customers, and clients. The following are strictly prohibited:

1. Harassment, in any form,
2. Forwarding of messages or information that will disparage individuals or groups based on their gender, race, national origin, religion, color or other protected classes.
3. Forwarding of messages which might disrupt the work place or damage morale.
4. Offensive comments, jokes/riddles, cartoons, pornography, profanity, and offensive messages or information in any form.
5. Threatening messages or forms of other threatening communications
6. Forgery or attempted forgery of e-mail or voice mail
7. Accessing, deleting, copying or modifying of e-mail and/or voice mail.

Any Broker Associate, employee or staff member who receives threatening, harassing or improper communications shall immediately report the situation to office manager, Managing Broker or Employing Broker.

Company Intranet Sites

Full Support

Connectivity / Internet Services

Not Covered: Home or off site locations

Email

Not Covered: All other personal email accounts

Hardware/Software Related Issues

Not Covered: personally owned computers and equipment including issues related to viruses and
Software on personally owned equipment.

Printers:

Covered: Network printing to company Copier/Printers/Scanners

Not Covered: Personally owned printers

Covered: All company owned telephone desk phones

Not Covered: Any personally owned phones

Computer Safety and Security Measures

All Broker Associates who utilize the Information System must properly maintain all hardware, software and information. Safety and security measures include:

- Backing up of all files and documents on a regular basis to a separate storage unit such as a disk, recordable CD, Tape, or ZIP, which back up will be kept in a secured location from the extremes of fire, sunlight and temperature.
- Performing regular file maintenance or, maintaining documents and files in an easily accessible and organized manner.
- Avoiding any unauthorized downloading of software, games, or Internet material that may carry viruses.
- Avoidance of eating and drinking or placing anything which can harm the system computers on or around hardware or software.
- The practice of correctly turning on and off equipment.
- Broker Associate to be given copy of IT policies of what Broker is responsible to repair and what agents responsibilities are concerning their own computers.

Viruses

Computer viruses are programs intentionally designed to crash, destroy, delete or make inoperable system programs, applications, or data. Copying or importing of unauthorized nonproprietary software can expose the Broker to copyright infringement, computer viruses and system overloads and is strictly prohibited. The effect of such hazards can expose the Broker to costly remedies. The introduction of a computer virus can be obtained by means of and not limited to:

- Importation through the Internet
- Copying Software, which contains a computer virus of any sort, including software licensed by an individual, shareware or freeware.
- Unauthorized loading of non-proprietary software
- Unauthorized downloading of an attached program through e-mail

All outside source software disks, or data input sources must be checked for viruses and pre-approved for downloading, loading and importation.

Copyright Infringement

Broker licenses the use of computer software from a variety of outside sources. Broker does not own this software or its related documentation, and unless authorized by the software developer, does not have the right to reproduce it. Broker Associates shall use the software only in accordance with the relevant license agreement. Copying software and/or installing software on laptops or computers outside the office are prohibited unless appropriate license agreements are purchased by Broker Associate from the licensor.

Email Guidelines and Rules to follow - When Using the Realty One Group Premier systems

Realty One Group Premier E-mail Guidelines – E-mail for Realty One Group Premier and any ancillary or partnerships associated with Realty One Group Premier. Each Agent of Realty One Group Premier will abide by the e-mail corporate rules and guidelines which is also a part of the Realty One Group Premier Policy Manual.

Confidentiality Agreement

Every agent agrees to never to share via e-mail or any other type of communication, Realty One Group Premier operating agreement, policy manual, product design, sales data, financial statements or technology with anyone outside of the Realty One Group Premier organization.

Damage to Reputation

If any badly written e-mail or an e-mail containing unprofessional remarks that cause the recipient to have a bad impression of the company the sender is representing, Realty One Group Premier retains the right to terminate the sender.

Lost Productivity

Lost productivity due to inappropriate use of a company's e-mail system such as gossip, personal e-mails, jokes and any other time-wasting content, Realty One Group Premier retains the right to terminate the sender.

E-Mail Retrieval

Realty One Group Premier retains the right to retrieve any and all e-mails on the Realty One Group Premier system in the event Realty One Group Premier is sued and the need for evidence is pertinent for evidence pertaining to such suit.

Prohibited Content

Realty One Group Premier's e-mail system is not to be used for the creation or distribution of any offensive or disruptive messages, including messages containing offensive comments about race gender, age, sexual orientation, pornography, religious or political beliefs, national origin or disability. Agents should not use the e-mail system to discuss competitors, potential acquisitions or mergers or to give their opinion about another firm.

Realty One Group Premier mail system is not to be used to advertise the sale of personal property.

Document Retention

Every Realty One Group Premier Agent is responsible for deleting all their deleted and sent e-mails every 14 days. Agents may save them under their own file system.

Outside Carriers

Realty One Group Premier is not responsible for any Agent's outside e-mail carrier such as AOL, MSN, Comcast or any other outside carrier. Realty One Group Premier is not responsible for their content, maintenance or payment.

E-Mail Monitoring

Realty One Group Premier retains the right to monitor all e-mails on the Realty One Group Premier system. Each agent should have no expectation of privacy in anything they create, store, send or receive on the company's computer system, and that the company may, but is not obliged to monitor messages without prior notice.

Copyrights

No agent has the right to copyright the REALTY ONE GROUP PREMIER or the Realty One Group Premier logo, operating agreement, policy manual, ZONE.com, marketing or advertising materials via e-mail or any other form of communication.

Terminated Agents (Voluntary or Involuntary)

In the event that you voluntarily leave or are terminated from Realty One Group Premier, agents must provide notice immediately to Managing Broker/Owners and once communication has occurred will be looked at the start of the agents 30 Days notice. It is the agents responsibility to contact DORA, ReColorado and CTMeContract to transfer license. Your account will be deactivated as soon as the agent has moved to another brokerage your monthly fee will not be prorated or reimbursed. All e-mail, contacts and calendar events are deleted immediately. Realty One Group Premier will not make an attempt to notify you of saved items. Realty One Group Premier will not make a backup file and Realty One Group Premier is not responsible for any information that is deleted. No reimbursement will be provided for terminated agents or agents who voluntarily leave. Agreements written during the time the agent was with Realty ONE will close under Realty ONE unless agreement is made by Managing Broker and agent to allow the transfer to the agents new brokerage. Realty One Group Premier reserves the right to collect any and all transaction fees and will charge a Transaction Coordination fee to close out any or all agreements written under Realty ONE if the agents requests to transfer their agreements/clients to the new brokerage.

Additionally, any terminated agent or an agent who voluntarily leaves Realty One Group Premier is not allowed to e-mail in any format a group or individual e-mail within Realty One Group Premier e-mail system after leaving the company. The company will announce all terminations and voluntary departures. If such agent uses the Realty One Group Premier e-mail system in an abusive and disparaging use, such agent will be subject to criminal charges and total loss of any monies Realty One Group Premier might be obligated to provide the exiting agent.

Maintaining Contact with the Office

In the course of business, it is necessary for Broker Associates to be away from the office. However, the Broker Associate must provide a means of communication for the receptionist to contact the Broker Associate,

or leave specific instructions on Broker Associates voice mail so that clients or customers can locate you.

On any vacation that a Broker Associate may take, the Broker Associate is responsible for soliciting one or more Broker Associates within Realty One Group Premier, whom will be appointed by the Broker as a designated broker, to handle all business for the vacationing Broker Associate. The Broker Associate needs to contact the Receptionist, Office Administrator and Branch Manager regarding the appointment of another Broker Associate to handle their business so the receptionist can properly direct all inquires to the proper person. In addition, the Broker Associate should change their voice mail to reflect all calls be sent to the appointed Broker Associate.

Drug and Alcohol Use and Substance Use

Drug and/or alcohol use is strictly prohibited while engaged in real estate brokerage transactions and shall not be present or used during work hours. Drug and/or alcohol use in the workplace may be grounds for termination. Realty One Group Premier will sponsor events from time to time at which alcohol may be available as part of the function, but Broker Associates should use discretion at all times.

Client or Customer Substance Use

Colorado law prescribes that someone under the influence of either drugs or alcohol may be incompetent to enter into a contractual agreement. In the event a client or customer appears to be under the influence of drugs or alcohol, the Broker Associate should take appropriate actions to terminate the day's activities and suggest that they discuss or complete the transaction another time.

Smoking

Smoking is prohibited within the building and space of Realty One Group Premier. Designated smoking areas established by the landlord may be available outside the building.

Legal and Tax Advice Prohibited

No Broker Associate shall give legal advice to any customer or client, offering a legal opinion, or the giving of legal advice regarding legal rights or obligations of anyone is strictly prohibited. Parties should be referred to seek legal counsel with an attorney of their choice if they want legal advice regarding the consequences of buying, leasing, exchanging and selling real estate. The Broker Associate may explain the preprinted provisions of the standard listing, offer to purchase or any other Colorado Real Estate Commission or Realty One Group Premier approved forms the parties may be asked to complete and/or sign, but you should not speculate on the meaning of terms or legal obligations of the parties. Many title issues are presumed to be beyond the expertise of the broker associate and should be referred to the title company or an attorney for explanations. The line between giving legal advice and providing professional guidance is easily blurred. If you are not sure whether the advice sought falls into the area of "giving legal advice," you should proceed with caution and advise the client or customer to hire legal counsel.

No Broker Associate shall give tax advice to a party, including advice pertaining to deductions, exemptions,

and/or tax liabilities resulting from the purchase, leasing, exchanging or sale of real estate. All tax questions, are presumed to be beyond the scope of real estate practice, and if a tax issue is raised or an explanation is asked for, the Broker Associate must suggest that the party consult an attorney, tax accountant or other appropriate person having expertise in the area.

Recommendation of Vendors

Realty One Group Premier Associates should not recommend Vendors, but it is a part of real estate knowledge and although we should try to avoid this scenario, agents will get asked who to use. This opens a potential for litigation and Realty One Group Premier Associates may refer their clients to various vendors. Any instance in which an Associate of Realty One Group Premier is asked to provide, or voluntarily provides, a referral of vendors, it shall be the policy of Realty One Group Premier to include the name of multiple vendors. Also note that the Broker Associate is solely responsible for these recommendations and Realty One Group Premier is not liable for any disputes that may arise between your clients and the vendors the Broker Associate has recommended.

Contacting the Broker in Case of Emergency

The Managing Broker should be reached as soon as possible on all problem matters affecting clients and customers of Realty One Group Premier or problem matters affecting other cooperating brokers. The Broker Associate should not proceed until the Managing or Employing Broker is involved. In the event, the Employing or Branch Team Leader are unavailable within the time frame necessary to make a decision, all parties should be given the opportunity to seek approval of legal counsel before moving forward.

Sales Meetings, Training Classes and Office Promotions

Sales Meetings are conducted almost weekly, with a schedule published for each quarter in advance. All company functions are voluntary, however, your input, commitment and participation is extremely valuable and desired. In addition, important information is given out at these functions, which is important for all Broker Associates to receive.

Sign Policy

The Broker requires that all associates use uniform Realty One Group Premier yard signs, open house signs and arrows and sign riders. All signs must conform to the guidelines defined in the REALTY ONE GROUP PREMIER Trademark and Graphics Standards manual.

A sign service to put signs up and down is available and can be contracted through the Office Administrator. Storage of all signs is the responsibility of the Broker Associate.

Only after all contingencies of the contract have been waived or satisfied and after obtaining the permission of

the seller, "SOLD" riders shall be posted. "Offer pending" or similar signs may be posted, with the seller's permission, after acceptance of an offer but prior to waiver or satisfaction of contingencies.

Properties that have expired or sold must have all marketing materials and security lock boxes removed within one day of the listing expiring or within one day of closing the property.

When acting as selling brokers, with written permission of the buyer, you may place a yard sign on the property after the closing has taken place. The sign should be removed within 7 business days after closing.

Advertising

In the interest of the REALTY ONE GROUP PREMIER image at both, the local and national levels, all materials and statements which are meant for public consumption should conform to the REALTY ONE GROUP PREMIER Trademark and Graphic Standards manual. Fair Housing and REALTOR logos should be used on all forms of advertising, including business cards (only exception: classified ads). A copy of the REALTY ONE GROUP PREMIER Trademark and Graphic Standards manual is available on MYROG.co or you may obtain a copy from the Office Administrator.

The company name, Realty One Group Premier, must be included on all advertisements of any kind. (Real Estate Commission rule E-7 requires that the employing broker's name be included in a clear manner on all advertising). **Realty One Group Premier must be used as listed: REALTY ONE GROUP PREMIER in all caps with a slash (per the graphics requirements of REALTY ONE GROUP PREMIER) followed by Professionals. REALTY ONE GROUP PREMIER Guidelines can be found at www.realtyonegrouppremier.com.**

Any property to be advertised must have an active written listing agreement on file in the office.

All listings photography are required to have professional photography. Realty ONE Group Premier reserves the right to withdraw the listing if management the listing does not meet the requirements.

Advertising of commissions or fees will not be permitted under any circumstance.

If in doubt as to whether or not an advertising piece violates policy, it should be reviewed and approved by Broker/Manager prior to submission or publication.

Power of Attorney

Broker Associates are not allowed to serve as attorneys-in-fact under a power of attorney for any person, customer or client in a real estate transaction. In extraordinary circumstances, prior written authorization from the Broker or Office Administrator is required if the Broker Associate wishes to depart from this policy. The best course of action is always to suggest that a relative or close friend serve as the attorney-in-fact, or that overnight courier deliver the documentation required to be signed, or handled by facsimile, if appropriate.

Contract for Desk Fees

Every Realty One Group Premier broker associate who elects to be on any of the Desk Fee compensation plans constructively agrees that the associate shall be obligated to pay the desk fee for the full period from the commencement of the plan. The associate will not be allowed to change to any other compensation plan within Realty One Group Premier and the associate will be expected to pay the desk fee for the full period even if the associate leaves the company. Any exception to this policy must be in writing and agreed to by the associate and the managing broker of their office. Every Realty One Group Premier Broker Associate shall sign a note for the total amount of the desk fee for the dertermimed period. The note will be marked paid in full when the term is completed and all monies are accounted for. In the event of default, there is an interest charge (see ICA) on any late payment per month. All future monies collected will be applied to late fees first, back payments second, and principal amounts third.

Weapons

Broker Associates are not allowed to bring weapons (i.e. firearms, etc.) into any Realty One Group Premier office at any time unless the Broker Associate has obtained written permission from Broker.

Chapter Two

Discrimination Issues – Abiding By Federal Fair Housing Laws

This section was developed by the Colorado Association of Realtors\ Equal Opportunity/Legal Compliance Committee to assist in complying with the HUD/NAR Partnership Agreement. The contents of this section have been reviewed by the Colorado Association of Realtors\ legal counsel to assure compliance with state law. In addition, Realty One Group Premier have reviewed the following and have added their additional company policies to the CAR guidelines.

Definitions

Salesperson: Reference to “Salesperson” throughout this document means broker associate or brokerage licensee.

Shall: The word “shall” used in this Fair Housing Section is synonymous with the words “mandatory” or “required”.

Should: The word “should” used in this document means that “it is recommended, not required.”

Equal Opportunity Slogan: The official Equal Opportunity slogan is “Equal Housing Opportunity”

Board: The use of the term “board” throughout this section will denote boards/associations of Realtors\.

Partnership/Agreement: Refers to NAR/HUD agreement.

Signatory: Means Broker

**Federal Fair Housing Law Protected Classes:
Race, Color, Religion, Sex, National Origin, Handicap and Familial Status**

Additional Protected Classes Under Colorado Law:
Ancestry, Creed, Marital Status

Realty One Group Premier Fair Housing Policy Statement

The courts have ruled that real estate companies are responsible for the acts of their broker associates and staff employees in Fair Housing matters. The company may not be in a position to defend itself successfully in a Fair Housing matter when the policies and procedures have not been followed by all parties at Realty One Group Premier. Therefore, the company must insist that these policies and procedures be followed. Any acts of discrimination will be grounds for termination of employment or termination of the independent contractor agreement.

The management of Realty One Group Premier has the legal, ethical and moral responsibility to take all necessary actions to prevent any Broker Associates or employees from committing any act or making any statement, which could be perceived in any ways discriminatory in the area of fair housing.

Carrying out this important responsibility requires an active education program and a well-defined plan for monitoring every day activities and correcting improper conduct when discovered.

The management of this company must make certain that all of its salespeople and employees know what company policy is regarding listing or leasing property, showing property, negotiating offers and serving the needs of buyers, sellers, property owners prospective tenants without discriminatory intent or effect. The information contained in this section sets forth these policies. These policies have been developed to ensure that the company and all its salespersons comply with both the letter and the spirit of the fair housing laws.

The management of this company must provide salespersons and employees with a set of procedures that can be used to ensure compliance with the partnership agreement since this company has signed that agreement. The information contained in this section sets forth those procedures.

These policies and procedures must be followed by everyone associated with this company.

Realtor Office Policies

1. During the conduct of business, no salesperson or employee should make any statement (either directly or otherwise) or perform any act which could have the effect of:
 - a) Implying that the presence or anticipated presence in a neighborhood of person of any protected class will or may have results such as:
 - Lowering of property values
 - Changing the composition of the block or neighborhood

- Making the area less safe
 - Contributing to a decline in the quality of the schools
- b) Implying that persons of a protected class will be less able to obtain financing on a property.
- c) Implying that we, as salespersons and employees, adhere to stereotypes that might result in different treatment in dealing with protected classes in the sale or purchase of property including:
- Telling racial/ethnic jokes
 - Making derogatory remarks to anyone or about anyone.
2. Fair Housing laws should be discussed with a seller at the time of listing. The seller's unequivocal commitment to abide by the law should be obtained.
 3. Any seller who refuses to abide by the law and whose listing was therefore refused by the salesperson, or any seller who makes a home unavailable for showing to an individual of a protected class should be reported immediately to the principal Broker or Branch Team Leader.
 4. Discriminatory acts or statements on the part of the seller in rejecting or countering an offer should be reported immediately to the Broker or Branch Team Leader . Proper guidance in what to relay back to the buyer should be obtained prior to delivery of the rejection or counter-offer by checking with your Broker or Branch Team Leader.
 5. **CONSISTENT** qualifying techniques should be used with all buyers and adequate records should be maintained by salespersons to demonstrate that all buyers are asked the same questions and given equal treatment.
 6. No salesperson shall refuse to list or show a property in a given market area because of the presence/absence of a protected class.
 7. All salespersons and employees shall provide equal service without regard to buyer's/seller's race, color, religion, sex, handicap, familial status, national origin, ancestry, creed or marital status. Areas of service where the potential for inconsistent treatment exists includes (but are not limited to) the following:
 - 1) Greeting when entering or calling the office
 - 2) Acts of courtesy and hospitality
 - 3) Initial meeting to discuss needs
 - 4) Qualifying and financing information asked and given
 - 5) Personal information required
 - 6) Availability and quality of properties shown
 - 7) Follow-up procedures
 - 8) Method of determining which properties to show
 - 9) Salespersons and employees will be equally cooperative with all brokers and agents when setting up showings, making keys available, setting appointments to present offers, conducting negotiating, etc.
 - 10) Salespersons will offer to show all properties available in a market area within a buyer's price range and objective criteria without regard to individuals who may be in a protected class.
 - 11) Any harassment of salespersons, employees, buyers or sellers by anyone in carrying out obligations under the law should be reported immediately to the office manager/principal broker.

Acts of discrimination will be grounds for termination of employment or the independent contractor agreement

Fair Housing Officer

A Fair Housing Officer for Realty One Group Premier will be responsible for training and will deal with fair housing issues and concerns. Cooperation with the fair housing officer is required during investigations of alleged discrimination or in review of equal service records.

Realtor's Office Procedures

Poster

The NAR/HUD developed fair housing poster, which includes the Code for Equal Opportunity in housing, will be displayed in a prominent place in each company office.

Advertising

Public Commitment to Fair Housing

1. Each signatory shall display, in a prominent place in the signatory's office, a fair housing poster as outlined in 24 CFR Part 110.
2. Each signatory shall use advertising policies for the sale or rental of housing that indicates to the general public that the advertised housing is open to all persons and is designed to attract buyers and renters without regard to race, color, religion, sex, familial status, handicap, or national origin.
3. Such advertising shall include as often as possible an official Equal Housing Opportunity slogan or logotype as follows:
 - a. In all display advertising, the Equal Housing Opportunity logotype, when used shall be at least ½ by ½ inch in size.
 - b. In each "classified" advertisement of six (6) column inches or larger in size, except where the HUD "Publishers Notice" appears on the lead page of the classified advertising section of the newspaper or magazine.
 - c. In a prominent place on all other forms of advertising not specifically referred to in subparagraphs 3. (a) and (b) above, where its inclusion does not significantly increase the cost of advertising.
4. In order to promote awareness of the fair housing laws and the equal opportunity policy of the signatory, each signatory shall encourage all associates to distribute copies of the NAR flyer entitled "What Everyone Should Know About Equal Opportunity in Housing", or its equivalent, provided a copy of the equivalent flyer is attach to this plan or otherwise provided to HUD prior to its use.

Fair Housing Procedures and Advertising Policies

1. Each signatory shall adopt fair housing procedures, including procedures relating to office operations, and advertising policies to implement the goals and purposes of providing fair housing for all. The signatory either shall adopt the fair housing “best practices” recommended by NAR and HUD, or shall develop written fair housing procedures and advertising policies which, at a minimum, are consistent with the recommended “best practices.”
2. Each signatory shall require all associates to follow the procedures and policies adopted by the signatory’s firm.
3. The fair housing procedures, including those relating to office operations, shall address the provision of equal professional service without discrimination based on race, color, religion, sex, familial status, handicap, or national origin.
4. The advertising policies shall incorporate the provision of paragraph II B of this plan.

All Printed Materials

All brochures, cards, circulars, billboards and direct-mail advertising shall include the official Equal Opportunity logo or slogan as often as possible. (Excluding those materials in inventory as of the date the firm adopted these procedures.)

Training

Fair Housing Education and Training

1. Each signatory shall explain and publicize the purposes and provisions of this agreement to all associates.
 2. Each signatory shall provide, either directly or through Board or Association sponsored programs, ongoing training and education to inform all associates of their responsibilities under this Agreement and under the fair housing laws, and urge associates to attend and participate in Board or Association training programs.
 3. Each signatory shall obtain and make available to all associates the NAR Fair Housing Handbook.
- It is mandatory that ALL associates and support staff attend training in fair housing law and obligations and the company’s fair housing procedures each year. Such training will be provided in-house or at the state or local association of Realtors\.

The company will make available ongoing training in fair housing law, obligations and the company’s fair housing procedures. Staff meetings will address fair housing issues on a regular basis. All salespersons are encouraged to raise fair housing concerns for discussion.

Fair Housing Responsibilities

Areas where CONSISTENT service will be provided include, but are not limited to, the following:

- Greeting when entering or calling the office
- Arranging appointments
- Acts of courtesy and hospitality
- Initial meeting to discuss needs
- Qualifying and financing information requested and given

- Personal information required
- Availability, location and quality of properties shown
- Keeping appointments
- Follow-up procedures
- Method of determining which properties to show

Broker and/or Fair Housing Officer Responsibilities

- Be certain that all managers, salespersons and employees know the name and phone number of the person in the company responsible for implementing fair housing policies.
- Keep informed on current changes in the law that affect company policy
- Develop training programs for salespersons and employees on the subject of fair housing.
- Provide fair housing materials as needed.
- Investigate possible instances of discrimination.
- Review record-keeping/reporting throughout the company on a spot-check basis.
- Maintain written records on action taken to deal with questionable acts and/or statements.
- Provide means of eliciting opinions of protected class buyers, sellers, and renters, on which services can be improved or changed to increase the company's responsiveness to their needs.

Listing Procedures and Working with Sellers

While making any listing proposal or listing any property, the following procedures shall be followed:

1. Fair housing law must be discussed with a seller at the time of listing with unequivocal commitment to abide by the law, as follows:
 - Read the fair housing clause contained in the listing agreement.
 - Make available "Equal Opportunity in Housing" brochure to the sellers.
 - Refuse any listing where the sellers are not in agreement.
2. Any seller who refuses to abide by the law and whose listing was therefore refused by the licensee must be reported immediately to the fair housing officer or broker.
3. Any seller who makes a home unavailable for showing on account of any of the protected classes wanting to see the property shall be reported to the fair housing officer or broker.
4. Any apparent or suspected discriminatory act or statement on the part of a seller in rejecting or countering an offer must be reported immediately. Proper guidance in what to relay back to the buyer must be obtained prior to delivery of the rejection or counteroffer by checking with the fair housing officer or broker.
5. All photos must be taken by a professional photographer. (There can be exceptions if approved by my Managing Broker).

Working with Prospective Buyers

Salespersons should qualify prospects in a uniform, CONSISTENT way, CONSISTENT interviewing and

qualifying techniques must be used with all buyers and adequate records must be maintained by salespersons to demonstrate that all buyers are given equal treatment. Using CONSISTENT and systematic procedures, the salesperson will obtain objective information regarding the prospect's needs and wants. Let the customer set the limits and provide a variety of choices.

Hiring and Recruitment Policies

Equal Opportunity in the Real Estate Industry

Each signatory shall affirmatively recruit persons of all racial and ethnic groups, of both sexes, with and without disabilities, and individuals otherwise protected from discrimination by the Fair Housing Act, as salaried employees and independent contractors.

Specific Project Considerations

1. Each signatory shall attach this Realtor Model Plan to its Affirmative Fair Housing Marketing Plan Application form for each project subject to the Affirmative Fair Housing Marketing Plan regulations.
2. Each signatory shall consider, for each project submitted for HUD approval, the following:
 - c) the type of project
 - d) the area in which the project is to be located
 - e) the groups that are least likely to apply for or be aware of the project
 - f) the most effective methods to be used in marketing to group(s) that are least likely to apply for or be aware of housing in the project area and respective project. Groups are defined as white (non-Hispanic), black (non-Hispanic), Hispanic, American Indian or Alaskan Native, Asian or Pacific Islander.
3. Each applicant shall review its marketing efforts for each project to assess whether its marketing efforts have attracted a significant cross-selection of the eligible population, especially significant numbers from those eligible among those population groups least likely to apply for or be aware of housing in the project area and project.

Responses to possible discrimination or harassment

Alleged Acts of discrimination, whether by salespersons of this or another firm, or by members of the public, are to be immediately brought to the attention of the fair housing officer. It is the policy of the company to cooperate in the investigation for fair housing complaints, and, when appropriate, to file complaints on behalf of salespersons or employees of this firm.

When working with prospects or clients who may be victims of discrimination, the fair housing laws will be promptly reported to the fair housing officer and appropriate authorities, which may include local or state police, local or state human rights agencies, the US Department of Justice, HUD or the FBI.

**WHEN A CLIENT REFUSES TO COMPLY WITH FAIR HOUSING LAWS, THE FIRM WILL
DISASSOCIATE ITSELF FROM THAT PERSON**

In Summary – The Partnership Agreement

The Firm, Branch Team Leaders and Broker Associates shall comply with the provisions of the Partnership Agreement. By you signing this agreement, the company has made a commitment to affirmative marketing. Affirmative marketing means providing a housing choice free of practices and influences that would limit the freedom of the choice. Simply put, this means that individuals with similar financial resources and interests in the same market area must have a like range of property choices available to them regardless of their RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP(PHYSICAL OR MENTAL), FAMILIAL STATUS, CREED, ANCESTRY AND MARITAL STATUS.

Chapter Three

Introduction to Colorado's Brokerage Relationships Law

The Colorado Real Estate Brokerage Relationships Act, effective January 1, 1994, created a new statutory presumption that all brokers are transaction brokers unless a written agency agreement is executed with a buyer or seller. The law, which is found in section 12-61-801 through 12-61-811 of the Colorado Revised Statutes, applies to all activities for which a real estate license is required in Colorado and governs the relationships between real estate brokers and sellers, landlords, buyers and tenants.

In the 2002 Colorado legislative session, Senate Bill 196 (SB-196) was enacted, changing the brokerage relationship laws to more accurately reflect the practices within the industry and the consumer's expectations. Key elements of SB-196 are the adoption of "Designated Brokerage", elimination of sub-agency and dual agency brokerage relationships and the elimination of the public's vicarious liability for the acts or omissions of a real estate broker, which have not been approved by that member of the public. Additionally, brokerage relationships no longer extend to the employing (managing) broker or the firm. However, the listing and buyer contracts are still owned by the brokerage firm and not the individual designated broker (no change). The law becomes mandatory when it takes effect on January 1, 2003.

Real Estate Firms with Two or More Licensees

Designated brokerage applies to Realty One Group Premier effective on January 1, 2014 and is mandatory, not optional. As a Designated Broker of Realty One Group Premier, you will always note that we are a firm with two or more licensees and not a "one-person firm".

Under designated brokerage, the brokerage relationship with a seller or buyer, either agency or transaction- brokerage, stops at the individual broker level. The brokerage relationship does not extend to the employing (managing) broker, the firm, and other brokers not designated to work with that seller or buyer. For definition purposes when we discuss a seller or buyer, for all practical purposes, we also mean a lessor or lessee, exchangor or exchangee, etc.

Accordingly, Commission rule E-38 requires that the licensee who will work with a seller or buyer must be designated in writing to serve as the designated broker for that seller or buyer. A team or group of licensees may be designated to work with a seller or

buyer. Initially, in the first 30 days in January, 2003, the employing (managing) broker will designate the designated broker for each seller and buyer by providing a letter to the seller or buyer which shall include the name of the broker named as the designated broker and a copy of said letter shall be placed in the office file for each listing and buyer contract. Subsequently, the primary designation is contained in the Exclusive Right-To-Buy and the Exclusive Right-to-Sell contracts. When additional licensees are named as designated brokers, outside of the Right-To-Buy or Right-To-Sell contracts, the employing (managing) broker shall issue a letter on an individual basis and deliver it to the seller or buyer.

Methods for Designation

As allowed by rule E-38, the following policies shall serve as the method for designation of brokers:

1. Designated Broker with a Seller

Any licensee(s) entering into a listing contract with a seller shall serve as the designated broker(s) for that seller, whether as Agents or as Transaction-Brokers.

2. Designated Broker with a Buyer

Any licensee(s) entering into a buyer agreement with a buyer shall serve as the designated broker(s) for that buyer, whether as Agents or as Transaction-Brokers.

3. Extension of Brokerage Relationship

The brokerage relationship extends only to the licensee(s) so designated.

4. Substitutions or Addition of Designated Brokers

The employing (managing) broker reserves the right to substitute or add other designated brokers, as appropriate, in the employing brokers sole judgment and discretion. Such designations shall be done in writing at the time the designations are made and the changes shall be disclosed in writing to the buyer or seller with whom the designated broker shall work. A copy of the designation shall be kept in the office file for that listing or buyer contract.

5. Subsequent Designations

Regardless of the method used for the initial designation, if it becomes necessary to change the designated broker working with a particular seller or buyer, that additional, substitute or replacement designation may be accomplished by the employing (managing) broker issuing another writing. Brokers shall use the form, "Designated Broker Appointee Letter", to appoint the Designated Broker and shall deliver a true copy to their seller or buyer (even if there is no written contract). Brokers must also place a copy of the form with the front desk secretary, the office manager and the office file, each time the use of such form is necessary.

6. Managing Broker as a Designated Broker

An employing (managing) broker may serve as a designated broker to work with a particular seller or buyer in which event another licensee shall be appointed to serve as the back-up employing (managing) broker for the purpose of supervising in the transaction in which the employing (managing) broker is serving as a designated broker.

Specifically, the managing brokers of the Realty One Group Premier offices shall designate an owner as the supervising broker when they are working with a seller or buyer. When an Owner is working with a seller or buyer, they shall appoint a back-up employing broker to supervise that transaction.

7. Transaction-Broker – Written Disclosure

A broker working with a buyer or seller as a Transaction-Broker as the result of a written disclosure, is the designated broker for that buyer or seller.

Brokerage Relationships Available to Realty One Group Premier

Since brokerage relationships in multiple licensee firms stops at the level of the designated brokers, the following information addresses the relationships between the designated broker(s) and the public—not between the firm and the public.

With Seller:

The designated broker may execute an Exclusive Right-to-Sell Listing Contract (Seller Agency) with the seller or the designated broker may execute an Exclusive Right-to-Sell Listing Contract (Transaction-Broker) with the seller.

If a “Seller Agency” agreement is executed, the seller will make a choice by checking a box indicating what will occur should a buyer with whom the designated broker has an agency agreement want to see the seller’s property (section 4.g.).

If you are selling for your own account or for a relative or close friend, then the box in sec. 4.3.1.1 should be checked. **It is not possible** for you to default to Transaction-broker status. You will treat any buyer as a customer, with full disclosure.

As a matter of policy, Realty One Group Premier designated brokers shall never select anything other than Customer without prior approval of their Branch Team Leader.

Seller Agency/Buyer Agency/Transaction-Broker

1. The designated broker represents the seller as a Sellers agent when we are the listing agents, unless the Seller chooses to employ the designated broker as a transaction-broker.
2. Realty One Group Premier will cooperate with and offer compensation to selling companies who wish to work as a buyer’s agent or transaction-broker and represent the buyer exclusively.
3. The designated broker represents the buyer as a Buyers agent with the execution of a written agreement. If not in writing, the designated broker represents the buyer as a Transaction-Broker.
4. It is illegal to offer, nor will Realty One Group Premier accept sub-agency or dual

agency offers of representation and/or compensation.

5. The designated broker will act as a transaction-broker on transactions where the designated broker is representing both the seller and buyer in a transaction.

6. If you are selling for your own account or representing a relative or close friend, then the box in sec. 4.3.1.1 should be checked and you must remain an agent for the seller only. It is not possible for you to default to Transaction-broker status. You will treat any buyer as a customer, with full disclosure.

7. If you are buying for your own account or representing a relative or close friend, then the box in sec. 4.3.1.1 should be checked and you must remain an agent for the buyer only. It is not possible for you to default to Transaction-broker status. You will treat any seller as a customer, with full disclosure.

8. When working with a buyer without a written authorization to act as an agent, Colorado law presumes that the designated broker is working as a transaction-broker.

Implementation:

Review in its entirety the Exclusive Right-to-Sell Listing Contract with the seller, or the Exclusive Right-to- Buy Contract with the buyer, in particular:

- the advantages of agency relationship
- the liabilities of the agency relationship
- the agency disclosure statement that different relationships are available

Duties:

The designated broker owes the following duties to the seller when a sellers agent:

A. To perform the terms of the written agreement made with the seller.

B. To exercise reasonable skill and care for the seller.

C. To promote the interests of the seller with the utmost good faith, loyalty, and fidelity, including, but not limited to:

- seeking a price and terms which are acceptable to the seller;
- presenting all offers to and from the seller in a timely manner, regardless of whether the property is subject to a contract;
- disclosing to the seller adverse material facts actually known by our company;
- advising the seller to obtain expert advice as to material matters about which our company knows but the specifics of which are beyond our expertise;
- accounting in a timely manner for all money and property received;
- The designated broker may not disclose the following information without the consent of the seller:
 - that the seller is willing to accept less than the asking price for the property;
 - What the motivating factors are for selling the property;
 - That the seller will agree to financing terms other than those offered;
 - Any material information about the seller unless disclosure is required by law or

- failure to disclose such information would constitute fraud or dishonest dealing; or
- Any facts or suspicions which may psychologically impact or stigmatize a property.

Other Policies Regarding Designated Brokerage

On properties not listed with our company and not listed with any other Realtor[®] or licensed real estate firm, Realty One Group Premier designated broker may represent the Buyer as a Buyer's agent or as a Transaction- Broker and shall provide to the owner of the unlisted property the approved for sale by owner disclosure form treating the Seller as a customer.

Implementation:

Using approved language, disclose to the buyer that the designated broker for Realty One Group Premier is acting as a transaction-broker and not acting as their agent, unless an Exclusive Right to Buy Contract (Buyer Agency) is executed in written form. Should the buyer wish to have agency representation, review in its entirety the Exclusive Right To Buy Contract (Buyer Agency), in particular:

- the advantages of the agency relationship
 - the liabilities of the agency relationship
 - the agency disclosure statement that different relationships are available
- Duties:

When acting as a transaction-broker, either on properties listed with our company or on properties listed with other companies, the designated broker has the following obligations and responsibilities:

To perform the terms of any written or oral agreement made with the party to the transaction; To exercise reasonable skill and care, including, but not limited to:

- presenting all offers in a timely manner, regardless of whether a property is subject to a contract;
- advising the parties regarding the transaction, and suggesting that the parties obtain expert advice about materials matters which we know but the specifics of which are beyond the expertise of our company;
- accounting in a timely manner for all money and property received;
- keeping the parties fully informed regarding the transaction;
- assisting the parties in complying with the terms and conditions of any contract;
- disclosing all adverse material facts actually known by our company;

The designated broker may not disclose the following information without informed consent:

- that the buyer is willing to pay more than the purchase price for the property;
- that the seller is willing to accept less than the asking price for the property;

- what the motivating factors are for the buyer or the seller;
- that the seller or buyer will agree to financing terms other than those offered;
- any facts or suspicions which may psychologically impact or stigmatize a property.

When acting as a buyer's agent on properties listed with other companies, the designated broker owes the following duties to the buyer:

1. To perform the terms of the written agreement made with the buyer.
2. To exercise reasonable skill and care for the buyer.
3. To promote the interests of the buyer with the utmost good faith, loyalty, and fidelity, including, but not limited to:

- seeking a price and terms which are acceptable to the buyer; except that we are not obligated to seek other properties while the buyer is a party to a contract to purchase a property;
- presenting all offers to and from the buyer in a timely manner, regardless of whether the buyer is already a party to a contract to purchase property;
- disclosing to the buyer adverse material facts actually know by our company;
- advising the buyer to obtain expert advice as to material matters about which our company knows but the specifics of which are beyond our expertise;
- accounting in a timely manner for all money and property received;

The designated broker may not disclose the following information without the consent of the buyer:

- that the buyer is willing to pay more than the purchase price for the property;
- what the motivating factors are for buying the property;
- that the buyer will agree on financing terms other than those offered;
- any material information about the buyer unless disclosure is required by law or failure to disclose such information would constitute fraud or dishonest dealing; or
- any facts or suspicions which may psychologically impact or stigmatize a property.

Should you need any interpretation of these policies or further guidance or assistance, please do not hesitate to contact your Branch Team Leader or the Employing Broker. We are always here to assist you.

Cannot be Agent and Transaction-Broker

A broker shall not enter into a brokerage relationship with one party as an agent and the other party as a transaction-broker. A broker who is engaged as an agent by both the buyer and seller in the same real estate transaction may enter into a brokerage relationship as (1) a Transaction-Broker for both buyer and seller (2) a single agent for the seller, treating the buyer as a customer or (3) a single agent for the buyer, treating the seller as a customer. These options shall be disclosed and made a part of the agreement between the parties to the right-to-sell contract, right-to-buy contract or tenant contract,

whichever is appropriate.

Change of Status Disclosure in Writing

A broker engaged as an agent by both the buyer and seller in the same real estate transaction shall provide the written “Change of Status (Transaction-Broker Disclosure)” to both the Seller and Buyer, at the time the broker begins assisting the parties in the capacity of a Transaction-Broker and not at the time of obtaining the right-to- sell contract or right-to-buy contract

Duties – CP-36

Real Estate Commission Position on Minimum Service Requirements Rule CP-36

The Commission has received numerous inquiries regarding the minimum services that brokers must provide to buyers or sellers of real property. §12-61-803, C.R.S. requires that any broker performing the activities requiring a real estate broker’s license as set forth in §12-61-101(2), C.R.S., act in the capacity of either a transaction broker or a single agent in the transaction. The minimum duties required to be performed by a real estate broker acting in the capacity of a single agent are set forth in §§12-61-804 and 12- 61-805, C.R.S. §12-61-804, C.R.S. Single agent engaged by seller or landlord states, in part:

(1) A broker engaged by a seller or landlord to act as a seller’s agent or a landlord’s agent is a limited agent with the following duties and obligations:

(a) To perform the terms of the written agreement made with the seller or landlord;

(b) To exercise reasonable skill and care for the seller or landlord;

(c) To promote the interests of the seller or landlord with the utmost good faith, loyalty, and fidelity, including, but not limited to:

(1) Seeking a price and terms which are acceptable to the seller or landlord; except that the broker shall not be obligated to seek additional offers to purchase the property while the property is subject to a contract

for sale or to seek additional offers to lease the property while the property is subject to a lease or letter of intent to lease:

(II) Presenting all offers to and from the seller or landlord in a timely manner regardless of whether the property is subject to a contract for sale or a lease or letter of intent to lease;

(III) Disclosing to the seller or landlord adverse material facts actually known by the broker;

(IV) Counseling the seller or landlord as to any material benefits or risks of a transaction which are actually known by the broker;

(V) Advising the seller or landlord to obtain expert advice as to material matters about which the broker knows but the specifics of which are beyond the expertise of such broker;

(VI) Accounting in a timely manner for all money and property received; and

(VII) Informing the seller or landlord that such seller or landlord shall not be vicariously liable for the acts of such seller's or landlord's agent that are not approved, directed or ratified by such seller or landlord.

(d) To comply with all requirements of this article and any rules promulgated pursuant to this article; and

(e) To comply with any applicable federal, state, or local laws, rules, regulations, or ordinances including fair housing and civil rights statutes or regulations.

§12-61-805, C.R.S. Single agent engaged by buyer or tenant states, in part:

(1) A broker engaged by a buyer or tenant to act as a buyer's or tenant's agent shall be a limited agent with the following duties and obligations:

(a) To perform the terms of the written agreement made with the buyer or tenant;

(b) To exercise reasonable skill and care for the buyer or tenant;

(c) To promote the interests of the buyer or tenant with the utmost good faith, loyalty, and fidelity, including but not

limited to:

- (I) Seeking a price and terms which are acceptable to the buyer or tenant; except that the broker shall not be obligated to seek other properties while the buyer is a party to a contract to purchase property or while the tenant is a party to a lease or letter of intent to lease;*
- (II) Presenting all offers to and from the buyer or tenant in a timely manner regardless of whether the buyer is already a party to a contract to purchase property or the tenant is already a party to a contract or a letter of intent to lease;*
- (III) Disclosing to the buyer or tenant adverse material facts actually known by the broker;*
- (IV) Counseling the buyer or tenant as to any material benefits or risks of a transaction which are actually known by the broker;*
- (V) Advising the buyer or tenant to obtain expert advice as to material matters about which the broker knows but the specifics of which are beyond the expertise of such broker;*
- (VI) Accounting in a timely manner for all money and property received; and*
- (VII) Informing the buyer or tenant that such buyer or tenant shall not be vicariously liable for the acts of such buyer's or tenant's agent that are not*

approved, directed, or ratified by such buyer or tenant;

(d) To comply with all requirements of this article and any rules promulgated pursuant to this article; and

(e) To comply with any applicable federal, state, or local laws, rules, regulations, or ordinances including fair housing and civil rights statutes or regulations.

The minimum duties required to be performed by a real estate broker acting in the capacity of a transaction broker are set forth in §12-61-807, C.R.S. which states, in part:

- (1) A broker engaged as a transaction-broker is not an agent for either party;*
- (2) A transaction-broker shall have the following obligations and responsibilities:*
 - (a) To perform the terms of any written or oral agreement made with any*

party to the transaction;

(b) To exercise reasonable skill and care as a transaction-broker, including, but not limited to:

(I) Presenting all offers and counteroffers in a timely manner regardless of whether the property is subject to a contract for sale or lease or letter of intent;

(II) Advising the parties regarding the transaction and suggesting that such parties obtain expert advice as to material matters about which the transaction-broker knows but the specifics of which are beyond the expertise of such broker;

(III) Accounting in a timely manner for all money and property received;

(IV) Keeping parties fully informed regarding the transaction;

(V) Assisting the parties in complying with the terms and conditions of any contract including closing the transaction;

(VI) Disclosing to prospective buyers or tenants any adverse material facts actually known by the broker including but not limited to adverse material facts pertaining to the title, the physical condition of the property, any defects in the property, and any environmental hazards affecting the property required by law to be disclosed;

(VII) Disclosing to any prospective seller or landlord all adverse material facts actually known by the broker including but not limited to adverse material facts pertaining to the buyer's or tenant's financial ability to perform the terms of the transaction and the buyer's intent to occupy the property as a principal residence; and

(VIII) Informing the parties that as a seller and buyer or as landlord and tenant they shall not be vicariously liable for any acts of the transaction-broker;

(c) To comply with all requirements of this article and any rules promulgated pursuant to this article; and

(d) To comply with any applicable federal, state, or local laws, rules, regulations, or ordinances including fair housing and civil rights

statutes or regulations.

§12-61-803, C.R.S. allows real estate brokers to perform duties in addition to those established in §§12-61-804, 12-61-805 and 12-61-807, C.R.S. The additional duties may include, but are not limited to, holding open houses, property showings, providing a lockbox, use of multiple listing services or other information exchanges, etc. Additional services that brokers agree to provide their clients must be documented in writing. A broker is not allowed to solely perform “additional” services which require a real estate broker’s license, i.e. offering the real property of another for sale through advertisements, without providing the minimum duties required by single agency or transaction brokerage. The Commission does not regulate the fees or commissions charged by brokers for minimum or additional services provided. Fees and commissions are negotiable between the broker and the principal

Guidelines for Teams within Realty One Group Premier

As the creating and use of teams is more and more common in real estate sales, we want to reiterate some of the guidelines that were originally established to make this a successful program for all.

Definitions:

- Primary Broker Associate:** This is the person taking responsibility for the team and is currently licensed as a broker associate with Realty One Group Premier
- Team Members:** The Primary Broker Associate, and clerical personal, and licensed broker associates.
- Employing Broker:** This is the managing broker of Realty One Group Premier or their Branch Manager.
- Team Buyer’s Agent:** A licensed broker associate that works on a team for the primary broker associate that works just with buyers.
- Licensed Associate:** A licensed broker associate that works on a team for the primary broker associate that lists and sells property. These licensees are in the employ of Realty One Group Premier and do need to adhere to all policies and procedures required by a licensee employed by Realty One Group Premier
- Unlicensed Assistant:** This is a clerical person that works for the primary broker associate and team in a clerical capacity.

1. The Primary Broker Associate is the person who is taking responsibility for the team.

Team Name should be approved by Employing Broker to ensure it complies with all Real Estate Commission and REALTY ONE GROUP PREMIER guidelines.

- a. Your team will be treated as one unit. What this means is that you will only be responsible for one fair share per the stated strategic plan and will be charged a team member fee for each person on your team based upon the fees set for team members. The team fees will be charged monthly as a desk fee.
- b. You may not recruit from Realty One Group Premier to add members to your team for either staff or broker associates.
- c. Realty One Group Premier treats you as one unit, but the real estate commission and the local association of Realtors does not. The primary broker associate is responsible for all fees required by the state or Realtor association for any individual working on your team.
- d. Your team will be responsible for all the marketing created by the team.
- e. The team member name may appear on the sign and in other forms of advertisements.
- f. Each team member may have a business card as a broker associate of Realty One Group Premier.
- g. The primary broker associate should handle the good and bad calls. When the problem becomes too large, then the branch manager at Realty One Group Premier should be alerted as in any potential litigation situation. But it is the primary broker associate duty to handle the wrinkles created by your buyer's agent or licensed associate. The primary broker associate is responsible for all mistakes made by anyone on your team.
- h. Every team member will sign the policy manual and independent broker agreement with Realty One Group Premier upon transfer of license to Realty One Group Premier.
- i. Every Unlicensed personal assistant will sign the policy manual upon the first day of working with Realty One Group Premier.
- j. Payment of compensation will only be made to the primary broker associate.
- k. In the event Realty One Group Premier is asked to break down payment and create 1099's for a buyer's agent or unlicensed associate, there will be a per person charge of \$150 dollars per issuance of such check for accounting purposes.
- l. Realty One Group Premier will pay no secretarial salaries on behalf of the primary broker associate. The primary broker associate is responsible for all salaries and benefits that may be given to an unlicensed assistant.
- m. Realty One Group Premier will provide wireless data for buyer's agents or licensed associates within the private space occupied by the Primary Broker. Any additional space utilized by the Primary Broker will need to be paid for on a case by case basis.
- n. Realty One Group Premier will provide wireless data for one unlicensed assistant either in the private space or an alternative space selected by the broker and as

space is available at each branch.

2. Realty One Group Premier will provide the following activities for your team.
 - a. All team members will be allowed to participate in any training program at the stated charge in the current strategic plan the company is providing. This will be on a space available basis per class, non-reserved seating.
 - b. All team members may attend sales meetings.
 - c. All team members may participate in the company retreat at the primary broker associates costs.

Teams and the Forms you use

A team utilizes one or more licensed broker associates, licensed or unlicensed personal assistants and/or other administrative assistants.

All the individual team members(s) entering into the right-to-sell contract is the seller's designated agent or transaction-broker, whichever is appropriate, in which case that designation and brokerage relationship shall apply to all members of the team.

All the individual team member(s) entering into the right-to-buy contract is the buyer's designated agent or transaction-broker, whichever is appropriate, in which case that designation and brokerage relationship shall apply to all members of the team.

If a designated broker for a listing is a member of a team and any member of the team procures a Buyer (that is not being treated as a customer) for a team listing then all members of the team will be working as Transaction-Brokers for both the Buyer and the Seller.

If a designated broker for a buyer is a member of a team and any member of the team procures a Seller (that is not being treated as a customer) for a team buyer then all members of the team will be working as Transaction-Brokers for both the Seller and the Buyer.

Absence, Vacation, Illness or Unavailability of Designated Broker

In the event that any Designated Broker is going to be out of town, is ill or otherwise unable to be personally, face-to-face available for any Seller or Buyer for a period that exceeds 48 hours, appropriate steps shall be made to appoint another Designated Broker to perform, if necessary, in your absence.

Designated Broker Appointment Must be Communicated and Agreed To

Any broker subsequently appointed must accept such appointment prior to the Seller or Buyer being notified of an additional appointment of a Designated Broker. In an effort to avoid confusion and as a good business practice, Designated Brokers should seek either additional or replacement Designated Brokers to handle their business in their absence, which would require the consent of all of the Designated Brokers in advance of the appointment.

Oral Contracts are Prohibited

Seller's and Buyer's contracts must be prepared using the forms mandated by Brokerage Firm which are generally Colorado Real Estate Commission approved forms, unless prepared by an attorney for one of the parties. Seller and Buyer shall always be furnished with a copy of every document that they sign. Realty One Group Premier wants every associate to obtain original signatures as often as possible. This is a protection for our clients if ever in litigation although cooperation from outside brokers may be difficult, original signatures are the goal in transactions that may generate, electronic signatures, fax or copied. In the event, originals cannot be obtained Realty One Group Premier will not pay commission until the Broker Associate can clear the transactions with your Branch Team Leader.

Education Class Fees

Realty One Group Premier provides education systems for its licensees. Some of the classes require our broker associates to pay for this education. Realty One Group Premier will establish payment policies from time to time.

Broker Administrative Commissions (BAC) (REVISED AUGUST 1, 2013 PLEASE SEE PAGE 103)

All contracts where Realty One Group Premier represents the seller or buyer in a transaction as an agent or a transaction broker, the broker will comply with the policy of charging the client or cover out of commissions a \$175 compensation for processing, administrative handling of the client file, document and electronic file storage.

This fee will be charged in each transaction and paid by the client. It is the responsibility of the broker to collect said fees by adding the proper language to the forms or be responsible for the fees to be paid to Realty One Group Premier

The clause should appear on all buyer agency agreements, transaction broker disclosure forms or seller agency listing agreements that the broker may use in securing the client to engage Realty One Group Premier. This fee is applicable on all transactions. In the event that the fee will not be paid by the client, the agent out of their commission will pay the fee.

1. **Conversation:** It is imperative that as a designated broker, you always remain aware of the information that you can share with others concerning our buyers and sellers. There are limits. Unless you have obtained the buyers or sellers specific written permission, you may not share with anyone, including any Realty One Group Premier associate who is not a "designated broker" for the same buyer or seller in the same transaction, the following:

- a. Information regarding motivating factor for the parties;
- b. That the seller or landlord would take less than the listed price for the property;
- c. That the buyer or tenant would pay more;
- d. Information that a party would agree to financing terms other than those offered;
- e. Any facts or suspicions regarding circumstances which may psychologically impact or stigmatize any real property pursuant to Colorado law;
- f. Any material information about the Client unless the disclosure is required by law or failure to disclose such information would constitute fraud or dishonest dealing, and
- g. Any such other as per Colorado law and Commission rule.

Please be aware that conversation includes telephone and cellular phone use too and it is your duty to be discrete with confidential information. Be especially careful during sales meetings and marketing sessions, as this is a major change in the way we can share information!

2. **Email and Other Writings:** It is the obligation of the designated broker that they protect their clients confidential information in email and other writings, including letters, memorandums, notes, etc., not including Fax or Facsimile documents. These items should never be left in a place (copier, printer, countertop, etc.) where any person other than the designated broker, staff, managing broker and/or employing broker would have access. In the event that an associate scans documents left on a countertop, copier, printer, etc, then you do so at the risk of having to abstain from a transaction if you find out confidential information that you should not have. Additionally, you should immediately report a breach to your managing broker.

- a. Each designated broker shall maintain a permanent file apart from the office file to hold such documentation.
- b. The minimum time period for retaining such records shall be 4 years from the date of closing, unless there is litigation and the documents will be held until the resolution of any such litigation.
- c. No associates except for the designated broker, employing and managing brokers may access the office files for any property. Staff will have access.

3. **Fax or Facsimile Documents:** To prevent accidental or unauthorized breach of confidential information, the following rules apply to faxes:

- a. Staff shall always screen the incoming faxes and deliver them to designated brokers mailbox. All associates shall ask staff to check the incoming faxes and staff will always happily comply.
- b. Please always use a cover sheet on your outgoing faxes.
- c. Request that all incoming faxes always have a cover sheet, identifying the designated broker for whom the fax is intended.

In the event that staff is not available to check the fax, then ask the managing broker to check, and if no one is available to check except for you, then you do so at the risk of having to abstain from a

transaction if you find out confidential information that you should not have. Additionally, you should immediately report a breach to your managing broker. Intentional and/or repeat violations of these rules will not be tolerated.

4. **Shared Computer Networks, Printers and File Directories:** All associates shall protect their buyers and sellers confidential information from access on the company networks and file directory systems.

5. **In Office Mailboxes:** All associates shall only view documents from their own mailboxes and shall not view mail of others.

6. **Phone Conversations or Meetings with Clients:** Care must be used in discussing confidential information on both the telephone and when meeting with buyers or sellers in the office so that confidential information is not overheard by others.

7. **Relocation, Divorce, Pending Foreclosure and Other Sensitive Documents:** Care must be used in cases regarding sensitive documents which might be coming from other parties to ensure that others don't obtain any confidential information

8. **Conversations with Affiliated Business Providers:** You may not share confidential information with affiliated business providers unless such information is required to be disclosed by law or commission rule.

9. **Production Boards:** Production boards must not be displayed.

10. **Social Functions:** Particular care must be used in social functions so that confidential information is not inadvertently shared improperly.

No Authority to Order in the Name or on the Account of Realty One Group Premier

Realty One Group Premier associates have no authority to order any product, advertisement or service in the name of or on the account of Realty One Group Premier. Associates must always order products, advertisements or services in their own name or with approval of the Manager Partners of Realty One Group Premier. This includes any bank accounts or other financial institutions.

No Call, No Fax, No Email Policy

It is the responsibility of the Broker Associate to fully investigate and know the current law and its interpretations as viewed by NAR, CAR & Realty One Group Premier concerning mass mailings, blanket cold calling, spam email, spam faxing, text messaging and or solicitation done by phone, fax or electronic mail/messaging. There are heavy fines associated with solicitation of individual or businesses that have been listed on the no call, no contact, anti-spam list and etc. Broker Associates in violation of these laws may be held liable.

Realty One Group Premier Do Not Call Compliance Policy

In order to comply with the requirements of the Federal Do Not Call telemarketing rules ("Rules"), all telemarketing by brokers of Realty One Group Premier shall comply with the FTC rules to meet the expectations of the no call list. Here are simple and easy questions and answers from NAR to follow:

Section 1

Frequently Asked Questions about Do-Not-Call Registry

As has been widely publicized, the Federal Communications Commission ("FCC") has changed its regulations ("Rules") enacted pursuant to the authority given it by Congress in the Telephone Consumer Protection Act of 1991. The Rules call for the creation of a national do-not-call registry for which consumers can register. The cold-calling activities of real estate professionals after October 1, 2003 will need to comply with the requirements of the new federal do-not-call registry.

What is the Do-Not-Call Registry and how did it come about?

In December of 2002, the Federal Trade Commission ("FTC") finalized amendments to the Telemarketing Sales Rule ("TSR"). Key among the changes was the development of a national "Do-Not-Call" registry directed at stopping most unwanted interstate telemarketing calls to consumers. The new FTC rules provide consumers with the ability to place their telephone number on the registry. Telemarketers will be prohibited from calling anyone whose name is on the registry unless they meet certain criteria.

In a separate but similar effort, on June 26, 2003, the FCC announced final amendments to its telemarketing rules that would, among other things, prohibit *intrastate* calls to any person on the National Do-Not-Call registry, in addition to the prohibition against interstate calls established under the FTC rule. This is a significant change and as a result, all real estate

professionals making interstate as well as intrastate calls must comply with the requirements of the National Do-Not-Call registry, regardless of state law exemptions.

How do I get the national list and what does it cost?

Realty One Group Premier does not utilize the use of telemarketers in its branding and lead generation search, however if an individual licensee decides to engage the use of telemarketers, the individual must get permission from the branch manager of your office before engaging such entity. The telemarketing rules are as follows:

Telemarketers will be able to access the registry on September 1, 2003. A telemarketer will receive access to the database by registering on the FTC's website. Following registration, the telemarketer will receive a unique account number that they may provide to any telemarketer or service provider that they employ on their behalf. In a real estate brokerage, real estate brokers can register and provide the account number to their agents. This will allow agents within the same brokerage the ability to access the registry under the same registration as the broker. The rules establish a bright line test under which corporate divisions, subsidiaries, and affiliates will be treated as separately for the purposes of gaining for access to the registry. Entities will be considered separate if: 1) they are separately incorporated or for a non-corporate entity such as a partnership, they are a distinct legal entity, and 2) they have different names or market their products under different names.

The list will be sorted by area code and telemarketers will be able to obtain the requested area codes from the FTC. Five area codes will be provided at no charge and additional ones will cost \$56.00 per area code, up to a maximum annual fee of \$15,400 for access to the Entire List. These charges will give the telemarketer access to the area codes they select for one

year. Following the conclusion of the year, the telemarketer will need to renew its subscription for registry, including paying additional subscription fees if it has elected to receive access to more than five (5) area codes.

The FTC will also maintain an Internet page where telemarketers can look up a single number at a time free of charge. Telemarketers can look up to ten (10) numbers at a time.

How often does a business have to check the Registry?

Telemarketers are required to check the Registry at least every thirty one (31) days.

When will the “do-not-call” requirements go into effect?

Enforcement of the Do-Not-Call registry requirements will begin October 1, 2003.

Are there any exemptions to the rule?

Yes. There are few exemptions to the new rules. A telemarketer may call the following:

- Consumers with whom the seller has an existing business relationship. This applies to existing clients and customers and extends for up to 18 months after the end of a transaction. If a consumer makes an inquiry, the telemarketer can call the person for up to three months after the inquiry.
- Persons who have granted prior express permission to call. This permission must be in writing.

In addition, the rules do not apply to the following entities

- Charities and tax -exempt nonprofit organizations
- Political campaigns Callers taking surveys or polls.

The following rules apply to Realty One Group Premier Brokers who are prospecting for business and you agree to adhere to these guidelines in your business practices.

Do the rules apply to cold calling into a Farm Area or someone on my Target List of people to solicit business from?

Yes, you must check to see if someone has established themselves on the No Call list and honor that request by not calling or faxing them any solicitations for business without their request to do so. Request means coming from them directly, not you calling them. You may direct mail, but again if someone chooses to be removed from your direct mailings, Realty One Group Premier, LLC policy is to honor the request.

Do the new rules apply to brokers who are calling FSBO’s?

There are two instances when a real estate professional would call a FSBO seller. The first would be a real estate professional seeking of a FSBO listing, and the second would be a buyer's representative who believes his/her client might be interested in a FSBO property. NAR does not see any problem with a buyer's representative contacting a FSBO owner whose number is listed in the Do-Not-Call registry about a client's potential interest in the property, as this call is not a telephone solicitation by the buyer's representative. Note that the buyer's representative can only discuss his/her client's

interest in the property and not use a purported client's interest as a way to also discuss the possibility of the FSBO owner listing his/her property with the buyer's representative.

However, a real estate professional would be prohibited from initiating a telephone call to a FSBO seller whose number is listed in the Do-Not-Call registry in an attempt to obtain a listing. The rules prohibit anyone from making telephone solicitations to telephone numbers that are registered in the database, and a call initiated to obtain the listing falls within that definition. NAR is seeking clarification from the FCC for calls made to consumers in response to a yard sign or an advertisement in the newspaper that provides a telephone number. Until this clarification is provided, it is advisable to take a conservative approach and check the registry first for the telephone number, and refrain from calling if the number appears on the list.

Can I still call Expired Listings?

The established business relationship exemption permits the listing agent as well as other agents from the same company to contact the seller for up to 18 months after the expiration date. For all other agents, the Registry must be consulted prior to calling. If the seller has placed their number in the Registry, you should refrain from calling them until further clarification is provided by the FCC, unless some other exemption allows them to call the seller (such as an inquiry from the seller). NAR has specifically requested such clarification from the FCC in its "Petition for Reconsideration."

Do the new rules apply to calls made to businesses?

No, the Do-Not-Call Registry is only for residential telephone numbers.

Have the Rules changed the requirements for autodialers and prerecorded message calls to wireless numbers?

The answer is no. Since 1992, it has been a violation of the Telephone Consumer Protection Act to use an auto dialer or prerecorded message "to any telephone number assigned to a paging service, cellular telephone service . . . or any service for which the called party is charged." Due to the fact that land-based residential telephone numbers are now being converted to wireless numbers (or, "ported"), the FCC has recently created a safe harbor which gives telemarketers who use autodialers or prerecorded messages amnesty from liability under the TCPA where such calls are made to wireless numbers within fifteen (15) days after the numbers are ported. Note the solicitation must otherwise comply with the established "Do-Not-Call" Rules, meaning that the newly ported number is not in the National Registry or on the company's do-not-call list.

The FCC has contracted with a private company to create a list of ported numbers. Any telemarketers using auto dialers or prerecorded messages will therefore need to check this ported number list prior to making any such calls.

A consumer calls my office to inquire about a listing. Can I call this consumer to talk about other listings over the next three months, or I am limited to only discussing the property which prompted the consumer's call?

The Rules permit a company to call consumer following an inquiry for three months after the inquiry or until the consumer requests to be placed on the company's do-not-call list. There is no limit on what the company can discuss with the consumer during those three months. Thus, other listings could be discussed with the consumer over the next three months.

A former client calls and tells me a friend of hers would like me to call her to discuss the possibility of her listing her home with me. Do I have to check the Do-Not-Call registry before making this call?

Yes, you would need to check the Do-Not-Call registry because it is not clear whether this sort of indirect inquiry would qualify as a "customer inquiry" within the Rules. NAR is seeking clarification from the FCC on what exactly constitutes an "inquiry" which would give a telemarketer the ability to call someone, so perhaps following clarification from the FCC, we will be able to better address this question.

Can I call visitors to an open house who provide their phone numbers on a sign-in sheet?

Whether this would qualify as a customer inquiry is not clear from the Rules, and this is another area where NAR is seeking clarification from the FCC. The safest course would be to provide some kind of notice on the sign-in sheet alerting visitors that they are consenting to receive a follow-up call, such as providing space on the sign-in sheet for visitors to include their name, telephone number, and a box next to each line allowing the visitors to check "yes" if they would like to receive a follow-up call.

Section 2

Procedures to prevent calling someone on the Do Not Call List.

Brokers and staff at Realty One Group Premier are to prevent from calling someone on the Do Not Call list, it is the responsibility of the individual broker or staff to check to see if a person is on the Do Not Call List.

Contact Deletions

Any party requesting to be removed from any marketing, mail-out, telephone, email, newsletter or any other method of contact list, shall immediately have their request honored by all Associates.

Release of Earnest Money Deposits

As long as you have both buyer and seller signatures, and the form is the version approved by the Colorado Real Estate Commission, you will no longer need your Branch Managers signature to release the earnest money. If you are missing either signature, then you will need a Managing Broker's signatur

Reminder regarding Fair Housing Logo's

All materials including your cards, signs and advertising are required to have the Equal Housing logo and the Realtor R. No need to rush out and get new cards, etc. but when you renew them you will need to have these logos on them. All Advertising, brochures, etc also need to have them.

Basic Personal Business Website Guidelines

For those associates who have a website that is used for Realty One Group Premier business purposes, it is important that your website always contains some basic information and rules.

1. No vulgar, sexual, discriminatory or obscene material shall ever be posted on your site.
2. The REALTOR "R" Logo shall prominently be displayed on every page within the site.
3. A "Terms of Use" agreement shall be available for anyone viewing your website. It shall explain the limitations of use of any material displayed within the site. (i.e. copyright, registered trademark, etc)
4. Fair Housing Logo's shall be prominently displayed on every page within the site.
5. Only approved Realty One Group Premier' logo's shall be used on the site.
6. We expect you to comply with any rules of the Real Estate Commission too.
7. Listing information on your site must be updated no less than once every seven days.
8. Same rules apply to all social media sites.

Home Offices

Mobile, virtual or home offices are acceptable. However, no Realty One Group Premier associate shall advertise any address of such home office, without also displaying the Realty One Group Premier branch address with which they are affiliated in a type size and style equal to or larger than the home office address. No yellow page or telephone directory advertising, message service or answering device will be allowed that uses or implies that Realty One Group Premier has an office in any location other than that established by our physical branch offices. You may use the direct line you receive through Realty One Group Premier, or your home or home office phone, or your cell phone within your promotional materials and advertising and we recommend that you also include the phone number for the branch office with which you are affiliated.

Duty to Notify Broker of any Possible Claim

In the event that any Realty One Group Premier associate is contacted, notified or suspects that a claim may, or is being made against them or their Errors and Omissions Insurance Policy, the associate must contact the Broker of Record, another Realty One Group Premier owner, or their office Branch Manager at the earliest possible time and explain the circumstances of the event. The required Claim form must be submitted to you O & E Insurer.

Retirement Policy at Realty One Group Premier

Retirement plans for Realty One Group Premier Broker Associates:

Please see your Branch Manager or owner for applicability.

Incoming Referrals for Realty One Group Premier Relocation Department

Incoming/outgoing referrals should be directed to a managing broker and will be directed to and handled by Realty One Group Premier at (Relodept@RealtyONEGroupPremier.com)

The following criteria must be met to receive incoming referrals:

1. Agent must send at least two outgoing referrals through the RELO Network each year.
2. Agent must attend the Relocation Training course.

Website Leads

Standard Payment Structure Applies.

Agent Generated Corporate Business

Realty One current relocation structure applies.

Note: A qualified lead is defined as company name, contact person and phone number. Anything less than this will not be considered a qualified lead.

Additions to Policy Manual January 2019

Realty One Group Premier Required Forms List

This document is intended to provide you as much information as possible to process the files per Gary Carlson the Broker of Record for Realty One Group Premier. Any variations from this list must be approved by your Branch Manager or Gary Carlson All forms must be submitted before commissions are paid.

Also note that it is a requirement of the Real Estate Commission that all contacts and forms are submitted to the office within 24 hours of execution.

Required Forms for Listing

Exclusive Right to Sell Listing Contract	Must be on File to Input into MLS
Showing Instructions	Must be on File to Input into MLS
Definitions of Working Relationships	Always Required
Seller's Property Disclosure	This is not a Real Estate Commission required form, but is strongly encouraged by the company.
Square Footage Disclosure	Always Required
Source of Water Addendum	If the Source of Water section on the Seller's Property Disclosure is completed in full, then this form can be waived. However it is strongly encouraged by the company and our legal council to utilize both forms.
Lead-Based Paint Disclosure	All property built prior to 1978
Closing Instructions	Always Required
***FORMS REQUIRED WHEN APPLICABLE	
***Home Warranty	
***affiliated business disclosure	Commissions are paid to Realty One Group Premiers, not the agent. Since Realty One Group Premier has NO ownership in other companies, this form is therefore not required.
***Amend/Extend for Price Change	Needed for All price changes or copy of written request
***Amend/Extend for Exp Date	Needed for All Extensions or copy of written request
***Short Sale Addendum	Only if a Short Sale

Required Forms for U/C Selling Side

Under Contract Check Sheet	
Earnest Money Check Copy	Verify on Contract Who is holding the funds
##Counterproposal	Check contract to see if this is required
## Section 32 Checked and Initialed	
Contract to Buy and Sell Real Estate	
Definitions of Working Relationships	Always Required
Exclusive Right to Buy Listing Contract	Always Required
Seller's Property Disclosure	This is not a Real Estate Commission required form, but is strongly encouraged by the company
Square Footage Disclosure	Always Required
Lead Based Paint Disclosure	All property built prior to 1978
Mold Disclosure	Very Limited coverage under E&O Insurance - therefore always required
Post Closing Occupancy Agreement	Required when possession date is not the same as the date of closing
Closing Instructions	Always Required
Inspection Objection	
Inspection Resolution	
***FORMS REQUIRED WHEN APPLICABLE	
***Short Sale Addendum	Only if Short Sale
***Affiliated Business Disclosure	Commissions are paid to Realty One Group Premier. And not the agent. Since Realty One Group Premier has NO ownership in other companies, this form is therefore not required.
***FHA Form	FHA LOANS ONLY
***CIC Docs Delivered to Buyers	
***Home Warranty declined buyer/seller	
***Amend/Extend	Required on Any changes to the Buy/Sell Contract
Closing Documents	See list below

Required Forms for Listing - REO and Banks

Exclusive Right to Sell Listing Contract	Must be on file to input into MLS - Along with Master Listing Agreement
Showing Instructions	Must be on file to input into MLS
Square Footage Disclosure	Always Required
Source of Water Addendum	If the Source of Water section on the Seller's Property Disclosure is completed in full, then this form can be waived. However it is strongly encouraged by the company and our legal council to utilize both forms
Lead-Based Paint Disclosure	All property built prior to 1978
Closing Instructions	Always Required
***FORMS REQUIRED WHEN APPLICABLE	
***Home Warranty	
***Affiliated Business Disclosure	Commissions are paid to Realty One Group Premier. And not the agent. Since Realty One Group Premier has no ownership in other companies, this form is therefore not required.
***Amend/Extend for Price Change	Needed for All price changes or copy of written request
***Amend/Extend for Exp Date	Needed for All Extensions or copy of written request
***Short Sale Addendum	Only if a Short Sale

Required Forms for New Build – Selling Side

Under Contract Check Sheet	
Earnest Money Check Copy	Verify on Contract Who is holding the funds
Contract to Buy and Sell Real Estate	Builders Contract
Definitions of Working Relationships	Always Required
Exclusive right to Buy Listing Contract	Always Required
Mold Disclosure	Very Limited coverage under E&O Insurance - therefore always required
Post Closing Occupancy Agreement	Required when possession date is not the same as the date of closing
Closing Instructions	Always Required
***FORMS REQUIRED WHEN APPLICABLE	
***FHA Form	FHA LOANS ONLY
***Affiliated Business Disclosure	Commissions are paid to Realty One Group Premier. And not the agent. Since Realty One Group Premier has no ownership in other companies, this form is therefore not required.
***Amend/Extend	Required on Any changes to the Buy/Sell Contract
Closing Documents	See list below

Required Forms for U/C Selling Side - HUD

Under Contract Check Sheet	
Earnest Money Check Copy	Verify on Contract Who is holding the funds
Contract to Buy and Sell Real Estate	
Definitions of Working Relationships	Always Required
Exclusive right to Buy Listing Contract	Always Required
Lead Based Paint Disclosure	All property built prior to 1978
Mold Disclosure	Very Limited coverage under E&O Insurance - therefore always required
Post Closing Occupancy Agreement	Required when possession date is not the same as the date of closing
Closing Instructions	Always Required
Inspection Objection	
Inspection Resolution	
***FORMS REQUIRED WHEN APPLICABLE	
***Affiliated Business Disclosure	Commissions are paid to Realty One Group Premier. And not the agent. Since Realty One Group Premier has no ownership in other companies, this form is therefore not required.
***FHA Form	FHA LOANS ONLY
***CIC Docs Delivered to Buyers	
***Amend/Extend	Required on Any changes to the Buy/Sell Contract
Closing Documents	See list below

Required Forms for U/C Listing Side

Under Contract Check Sheet	
Earnest Money Check Copy	Verify on Contract Who is holding the funds
##Counterproposal	Check contract to see if this is required
## Section 32 Checked and Initialed	
Contract to Buy and Sell Real Estate	
Definitions of Working Relationships	Always Required
Seller's Property Disclosure	This is not a Real Estate Commission required form, but is strongly encouraged by the company
Square Footage Disclosure	Always Required
Lead Based Paint Disclosure	All property built prior to 1978
Source of Water Addendum	If the Source of Water section on the Seller's Property Disclosure is completed in full, then this form can be waived. However it is strongly encouraged by the company and our legal council to utilize both forms
Post Closing Occupancy Agreement	Required when possession date is not the same as the date of closing
Closing Instructions	Always Required
Inspection Objection	
Inspection Resolution	
***FORMS REQUIRED WHEN APPLICABLE	
***Affiliated Business Disclosure	Commissions are paid to Realty One Group Premier. And not the agent. Since Realty One Group Premier has no ownership in other companies, this form is therefore not required.
***Short Sale Addendum	Only if Short Sale
***CIC Docs Delivered to Buyers	
***Home Warranty declined buyer/seller	
***Amend/Extend	Required on Any changes to the Buy/Sell Contract
Closing Documents	See list below

Required Forms for U/C - Agent Double Ender

Under Contract Check Sheet	
Earnest Money Check Copy	Verify on Contract Who is holding the funds
##Counterproposal	Check contract to see if this is required
## Section 32 Checked and Initialed	
Contract to Buy and Sell Real Estate	
Definitions of Working Relationships	Always Required
Exclusive right to Buy Listing Contract	Always Required
Seller's Property Disclosure	This is not a Real Estate Commission required form, but is strongly encouraged by the company.
Square Footage Disclosure	Always Required
Lead Based Paint Disclosure	All property built prior to 1978
Source of Water Addendum	If the Source of Water section on the Seller's Property Disclosure is completed in full, then this form can be waived. However it is strongly encouraged by the company and our legal council to utilize both forms
Mold Disclosure	Very Limited coverage under E&O Insurance - therefore always required
Post Closing Occupancy Agreement	Required when possession date is not the same as the date of closing
Closing Instructions	Always Required
Change of Status Form	If the Agent enters into an agency agreement with the buyer, prior to the client placing an offer on the Agent's listing, this form will be used to change how the buyer is working with the agent ie: as a client, rather than a Buyer Agent
Inspection Objection	
Inspection Resolution	
***FORMS REQUIRED WHEN APPLICABLE	
***Affiliated Business Disclosure	Commissions are paid to Realty One Group Premier. And not the agent. Since Realty One Group Premier has no ownership in other companies, this form is therefore not required.
***FHA Form	FHA Loans - Buyer Only
***Short Sale Addendum	Only if Short Sale
***CIC Docs Delivered to Buyers	
***Home Warranty declined buyer/seller	
***Amend/Extend	Required on Any changes to the Buy/Sell Contract
Closing Documents	See list below

Required Closing Documents -

Closed File Check Sheet	Always
Signed Sellers Settlement Statement	Always
Signed Purchasers Settlement Stmt	Always
Signed New Mortgage Hud 1	Always
Signed Closing Instructions	Always
Tax Agreement	Always
Bill of Sale	Always-No bill of sale provided on new construction
Warranty Deed	Always
Title Company Disbursement Sheet	Always
Mortgage Payoff	Some Title companies will not provide when our agent is working with the buyer due to the privacy act
Copy of Note - Owner Carry Only	Always
Copies of all Checks	Incoming and outgoing
W9's on outgoing referrals	Always
Trust Ledger	Showing zero balance and all activity since 1st receipt
Relocation Department Disb. Sheet	Always

Real Estate Social Media Policies

Realty One Group Premier recognizes the value of social media sites and tools to promote our brand, increase sales, and bolster marketing efforts overall. Besides providing more customers, social media provides new avenues to deliver customer service. The company is committed to help its agents expand their sphere of influence responsibly.

These guidelines apply to Realty One Group Premier employees or independent contractors who create or contribute to blogs, wikis, social networks, virtual worlds, or any other kind of Social Media. Whether you log into Twitter, Yelp, Wikipedia, MySpace or Facebook pages, or comment on online media stories — these guidelines are for you. Social Media websites invite two-way interaction, online conversation, and participation among members of respective online communities.

While all Realty One Group Premier employees are welcome to participate in Social Media, we expect everyone who participates in online commentary to understand and to follow these simple but important guidelines. These rules might sound strict and contain a bit of legal-sounding jargon but please keep in mind that our overall goal is simple: to have you participate online in a respectful, relevant way that protects our reputation and of course follows the letter and spirit of the law.

The company wholeheartedly supports the use of social media and blogs and endeavors to provide support for increased awareness of tools and systems that support employees and the brand.

Additionally, the company will offer guidelines for responsible use of tools consistent with positive outcomes at every level. The company strongly supports agents' and employees' use of social media because agents and employees have a strong voice representing the company and the company's vision and mission.

Social media dialogue should be consistent with the company's values and the company's mission. To that end the company will enact administrative policies and procedures optimizing the use of social media and identify problem areas to minimize the risk attached to irresponsible dialogue. A comprehensive understanding of these safeguards will create a social media presence that will contribute to increased market share and brand acceptance.

The company will establish and maintain an organizational presence on social media sites to augment and foster success by agents and employees. We will continue to monitor and offer guidance in all areas of social media, including but not limited to: instant message services, blogs, e-mail and other messaging devices, event sharing, social bookmarking, video sharing, podcasts, micro-blogging (Twitter and other platforms), photo sharing, widgets, message boards, question-and-answer platforms, wikis, RSS, social networks, and crowdsourced news. [The term crowdsource is defined in part by Wikipedia as, "The term has become popular with business authors and journalists as shorthand for the trend of leveraging the mass collaboration enabled by Web 2.0 technologies to achieve business goals.]

Introduction:

Every real estate brokerage Company must establish an e-policy which determines the best practices to minimize risks and maximize compliance with state and federal regulations and adherence to the NAR Code of Ethics. In December 2006 the US Federal Court system announced amendments to the Federal Rules of Civil Procedure (FRCP). The amended rules govern the discovery of electronically stored information (ESI), which refers to e-mail and other data that can be stored electronically. The rules apply to existing technology as well as future advances in technology. The revised rules make it clear that all ESI—including but not limited to e-mail messages and attachments, IM chat, text messages, blog posts, history of Web surfing, backup tapes, voice mail, and all other forms of created, acquired, retained, and archived data—is subject to discovery in civil lawsuits. Because this leaves a

real estate brokerage Company liable for discovery of all ESI of their Employees/Independent Contractors as well as their Employees, the brokerage Company must establish and enforce rules that govern the ESI in all forms listed above.

The ESI refers to content, not the tool used to create the content. Whether written, transmitted, acquired, posted, downloaded or uploaded via e-mail, IM, the Web, social networking sites, cell phones, or other electronic business communication tools, ESI creates the electronic equivalent of DNA evidence. Note: Content on blogs and discussion threads created by a blog or Web site visitor is subject to the same legal scrutiny.

In the real estate transaction a business record refers to any communication which has an impact on the transaction, including records required by the state licensing authority as documents to be retained by the brokerage for a specific period of time, i.e. copy of the listing or buyer representation agreement.

All communication between the brokerage (which includes sales associates, broker associates and Employees of the Company) which affects the specific real estate transaction would also be classified as part of the business record. This includes e-mail, text messages, IM, and all attachments to name a few. Retention of those records shall be for the time specified by the state licensing authority or by company policy. Purging said business records prior to the time period specified shall be a direct violation of not only license law but also the FRCP. You may also want to consider the 'statute of limitation' policy of your state and extend that time period accordingly.

As the brokerage begins to set forth the policies, one of the first requirements will be to emphasize the fact the organization's computer system and all electronic business communication tools and technologies are to be used primarily for business communication. Incorporating an overview of your organization's discrimination and sexual harassment policies within your electronic policy is critical. It is also imperative that everyone understands that the policies are in force regardless of whether Employees/Independent Contractors are using Company provided technology tools during business hours or their own personal computers or cell phones on their own time in their own homes. The ECPA allows employers the legal right to monitor all Employee e-mail transmissions and the Internet activity. Employees and Independent Contractors, alike, have no reasonable expectation of privacy when using the

Company's computer system.

1.0 E-Mail System Policy

The brokerage Company requires that all E-mail received or sent in connection with a specific real estate transaction be retained by the real estate agent, assistant, Employee or other participant to the transaction affiliated with the brokerage Company. Whenever possible all E-mail correspondence should be delivered and sent through the Company server so that the server will capture those E-mails to archive and index them. The Company shall assign everyone a Company E-mail address which shall be used for all incoming mail. (This E-mail address may be forwarded to your individual e-mail account, i.e. gmail account) Whenever possible, all outgoing mail shall be sent from the same Company e-mail account. Sending a response through your personal account will not go through the server and therefore you will be responsible for archiving that response and giving it to the Company. (i.e. Top Producer or an web based transaction management system)

This written e-mail policy governs use of the Company's e-mail system at the office, as well as at remote locations including but not limited to your home, or off-site locations such as hotels and airports. The e-mail policies apply to the use of desktop or laptop computers, netbooks, Blackberry or Smartphones, cell phones, and other hand held devices whether supplied by the brokerage or owned individually by the Employee or Independent Contractor. The policy governs anyone who is associated with the brokerage Company on a full or part time basis. Anyone who violates the Company's e-mail rules or policies is subject to disciplinary action, up to and including termination.

1. **E-mail Exists for Business Purposes:** The Company's e-mail system is provided for business purposes. Any personal correspondence should be conducted through a personal e-mail account (Gmail, AOL, Yahoo!, etc) which can be accessed from a Company owned computer as long as the e-mail is in compliance with the policies in place.
2. **Authorized Personal Use of E-mail:** Employees may use the Company computers to communicate personal business only through their personal e-mail accounts.
 - Employees' personal use of the Company's computer shall be limited to lunch breaks and work breaks only.
 - Employees shall not use productive business hours for personal business.
 - Employees are prohibited from using the e-mail system to operate a business, conduct an external job search, solicit money for personal gain, campaign for political causes or candidates, or promote or solicit funds for religious or other personal causes, even if done through their personal e-mail accounts but on the brokerage Company server.
 - Employees are also prohibited from using the e-mail system to play online games, visit chat rooms, shop online, or engage in illegal activity. Independent Contractors will be held to the same standards on the Company's server.
3. **Personal E-Mail tools and Accounts Banned:** Employees are prohibited from using personal Web-based e-mail accounts for business.

4. Employees and Independent Contractors Have No Reasonable Expectation of Privacy:

- The e-mail system is the property of the Company.
- All passwords, user IDs and messages created and transmitted are the property of the Company.
- The Company reserves the right to monitor all e-mail transmissions conducted on the Company's computer system.
- Employees and Independent Contractors alike have no reasonable expectation of privacy when it comes to business and personal use of the Company's e-mail system.
- The Company reserves the right to monitor, inspect, copy, review and store at any time without notice any and all usage of the Company's e-mail system, and any and all files, information, software, and other content created, sent, received, downloaded, uploaded, accessed, or stored in connection with Employee or Independent Contractor usage.
- The Company reserves the right to disclose e-mail text and images to regulators, the courts, law enforcement and other third parties without the consent of the Employee or Independent Contractor.

5. Prohibited Use of the Company's E-Mail System: Offensive Content and Harassing or Discriminatory Activities are Banned.

- Employees and Independent Contractors alike are prohibited from using the Company's e-mail system to engage in activities or transmit content that is harassing, discriminatory, menacing, threatening, obscene, defamatory, or in any way objectionable or offensive. This would include:
 - Send, receive, solicit, print, copy or reply to text, images, or jokes that disparage others based upon HUD regulations or political view points.
 - Send, receive, solicit, print, copy or reply to messages that are disparaging or defamatory.
 - Spread gossip, rumors, and innuendos about Employees, clients, suppliers, or other outside parties.
 - Send, receive, solicit, print, copy or reply to sexually oriented messages or images or images that contain foul, obscene, off-color or adult-oriented language as well as images that are

intended to alarm others, embarrass the Company, negatively impact the Employee productivity or harm the Company morale.

- 6. Confidential, Proprietary and Personal Information Must be Protected:** Unless authorized to do so, Employees or Independent Contractors are prohibited from using the e-mail system to transmit confidential information to outside parties nor may they access, send, receive, solicit, print, copy or reply to confidential or proprietary information about the Company, Employees, clients, Independent Contractors, suppliers, and other business associates. Confidential information includes but is not limited: to client lists, credit card number, Social Security numbers, Employee/associates performance reviews, salary details, commission splits, trade secrets, passwords and information that could embarrass or jeopardize the Company and any of its Employees or associates if it were to be made public. Employees and Independent Contractors are prohibited from using the e-mail system to transmit copyright-protected information without

permission of the copyright holder.

7. **Handling Unsolicited E-Mail that violates Company Policy:** The Company's e-mail policy prohibits Employees or Independent Contractor from sending or receiving inappropriate or offensive material. In the event that you do receive e-mail messages that violate policy you should take the following steps:

- A) If you know the sender then you must immediately instruct the sender to stop sending this type of material.
- B) If you don't know the sender then you should not respond or reply to the message. Instead, you should immediately notify the IT manager or another appointed manager, who will attempt to block receipt of this type of material in the future.

Those who follow these procedures will not be deemed to have violated policy. Those who fail to follow these rules and continue to receive banned material may be deemed to be policy violators with appropriate ramification, including termination, for violating the policy.

8. **Passwords:** E-mail passwords are the property of the Company. All Employees and associates are required to provide the Company with current passwords and user IDs. Only authorized personnel are permitted to use passwords or user IDs to access another Employee's e-mail without consent. Misuse of passwords/user IDs, the sharing of passwords/user IDs with non-Employees, and/or the unauthorized use of another Employee's password/user ID will result in disciplinary action.
9. **Writing Style and Netiquette:** E-mail messages should be treated as a formal business document, written in accordance with the Company's electronic Netiquette policy. (See attached) Style, spelling, grammar, and punctuation shall be appropriate and accurate. The rules of netiquette must be adhered to.
10. **E-mail Blasts.** All e-mail Blasts from the Company's E-mail system must be cc to the Company designated compliance officer or IT department. This pertains to both Employees and Independent Contractors. [E-mail blast is an electronic mailing sent all at once to a large mailing list with more than 25 e-mail recipients.]

2.1 Messaging (Phone messages, E-mail, IM, Text Messages, Direct Tweets, etc.)

Transaction based messages must be transmitted in a format that is an archived message and made as a permanent part of the transaction record. If you have any doubt whether or not a message is a business record, ask yourself if you would retain the message it had been sent in paper form. If the answer is yes, then the message is probably a record and you should transmit it via the e-mail system and retain it according to the Company's record retention policy.

1. Cell phone and text messaging policy applies to Employees' use of cell phones, Smartphones, Blackberries and other mobile handheld and hands-free phones whether provided by the Company and or owned by the Employee or the Independent Contractor. The Company's cell phone and text messaging policy applies to full-time Employees, part-time Employees,

Independent Contractors, interns, consultants, Employees/Independent Contractors and third parties including but not limited to suppliers.

- a) Text messages transmitted via the Company's system create business records and must be retained if it has any bearing on a real estate transaction.
2. Never discuss Company business in any public setting in which you could be overheard. Not every location is right for cell phone conversation. Find a secluded spot in which to conduct Company business via your cell phone.
3. Do not use your cell phone cameras or video recorders to take, transmit, download, upload, print or copy photos or videos that are not appropriate or in the case of an Employee, directly related to the Company's business if you are using the Company supplied phone/camera. Prohibited photos and videos include, but are not limited to , 'funny', embarrassing, or unprofessional images (of anyone or anything) as well as photos or videos of Company buildings (internal and external) offices, facilities, operations, products, services, confidential and internal documents.
4. Never use a cell phone camera or video recorder to take, transmit, download, upload, print, or copy photos or videos of coworkers, executives, customers, suppliers, or any other third party without getting the express permission of your subject and the Company Management (if you are using a Company supplied phone or video recorder). **Use extreme caution about photographs of listings showing valuables and wall photos of children.**
5. All e-mails and text messages or other form of communication for use in the real estate transaction shall identify you as a real estate professional. Your signature block on both shall have your name, the Company name, the Company address, phone number where to reach you, and your e-mail address. (Some states also require a real estate license #) Your voice mail should identify you by name, Company name.....and a greeting.
6. E-mail Confidentiality: Users should be aware the E-mail is not a confidential means of communication. The Company cannot guarantee that electronic communications will be private. E-mails can be forwarded, intercepted, printed, and stored by others. Users should also be aware that once an E-mail is transmitted it may be altered. Deleting an E-mail from an individual workstation will not eliminate it from the various systems across which it has been transmitted.

3.1 Software Usage

Software piracy is both a crime and a violation of the Company's software usage policy. Employees and Independent Contractors are directed to use software strictly in accordance with its licensing agreement. Unless otherwise provided in the license, the duplication of the copyrighted software (except for back up purposes) is a violation of copyright law. In addition to violating copyright law, unauthorized duplication of software contrary to the Company's standard of conduct.

1. Employees and Independent Contractors are prohibited from giving software to clients, customers, vendors, and other outsiders. Under no circumstances will the Company use

software that has been brought into the organization from an unauthorized source, including, but not limited to, the Internet, home, friends or colleagues.

2. All software used on organization owned computers will be purchased through authorized Company procedures. Agents are not to download any software onto Company computers.

4.1 Social Communities and Video Site Policies

The Company prohibits Employees from accessing external networking sites and external video sites via Company computer resources (including but not limited to desktops, laptops, SmartPhones, handheld and hands-free cell phones, and the Internet system) during business hours (including but not limited to time engaged in business-related activities at Company headquarters and branch offices or on the road/at remote locations including vehicles, airplanes, airports, trains, hotels, restaurants, clients' offices, prospects' offices, suppliers' offices, and Employees' homes).

The Company recognizes, however, that some Employees may, for personal reasons, access, view, operate, and post, download, or upload content to external social networking sites and video sites on their own time via their own computer equipment and personal Internet accounts. When operating, accessing, viewing, downloading, uploading, or posting content (including but not limited to text, photos, videos, and art of any kind) to external social networking or video sites, Employees are responsible for behaving professionally, ethically, responsibly, and in accordance with all of the Company's employment rules and policies. To that end, the Company has established the following networking and video site policy, which all Employees are obliged to comply with at all times – during business hours on Company time and computer resources and after working hours on Employees' own time and personal computer tools and Internet accounts.

Violations of the Company's social networking and video site policy whether they occur at work during business hours using Company computer resources or on the Employees' own time and own computer equipment and technology tools, will result in disciplinary action, up to and including termination.

Property Listing Guidelines

1. Agent will supply Company with list of Web sites where property listings are posted. (Use attached form.)
2. Agent will use care and diligence in hiring property syndication providers. Property listing detail pages at destination sites must include the following data points (*Use state law and Company policy to determine data points.*):
 - a. The firm's name as registered with the Real Estate Commission (abbreviations are not permitted);
 - b. The city, state/province in which the firm's office is located; and
 - c. All jurisdictions in which the firm holds a real estate broker license (*including the license number).

- d. The city, state/province, and *country in which the licensee’s office is located; and
 - e. The regulatory jurisdiction(s) in which the licensee holds a real estate broker or salesperson license (*including the license number).
3. Property listing sites that are “socialized” and permit comments must be monitored regularly to provide a legally acceptable level of fiduciary care in accordance with license law and the NAR Code of Ethics.
 4. Listing changes and status must be updated at all third-party sites in a manner that conforms to MLS rules and regulations.
 5. All multi-media property descriptions must be branded in accordance with real estate legal mandates and Company policy.
 6. Listing photos must be unaltered and represent a true visual representation of property and condition per NAR Code of Ethics, Standard of Practice 12-8:

The obligation to present a true picture in representations to the public includes information presented, provided, or displayed on REALTORS®’ websites. REALTORS® shall use reasonable efforts to ensure that information on their websites is current. When it becomes apparent that information on a REALTOR®’s website is no longer current or accurate, REALTORS® shall promptly take corrective action. (Adopted 1/07)

7. Videos must contain titling WITHIN THE VIDEO that contains requisite data points [brokerage name, address, telephone number].
8. Obtain signed releases for all persons appearing in videos and photos.
9. The seller must sign a consent form to allow the brokerage to advertise the property on the Internet. They must consent to which pictures are being used in the promotion of their property, including still photos as well as virtual tours. The seller must also be informed as to the Company's policy on IDX and that their properties may or may not be featured on other Company's web sites.
10. Independent Contractor must insure the privacy of the Seller by not allowing potential buyers and cooperating agents (broker open houses) to take photos using ANY medium without the written permission of the Seller.

Social Networking Guidelines

1. Social networking and video site users are required to write/post content under their own names. Pseudonyms and anonymous postings are prohibited, whether using a personal social networking site, public video site, or a Company-hosted social networking or video site.
2. Employees are prohibited from mentioning the Company or identifying themselves as Employees of the Company via text, photos, art, Company logos, Company uniforms, Company letterhead, Company products, Company trademarks, or any other image, copy, or content, when using a personal social networking site or public video site.

3. Employees must incorporate the following legal disclaimer into their personal social networking pages and public video site posts: “The opinions expressed on this social networking profile (video site) are my own personal opinions. They do not reflect the opinions of my employer.”
4. Employees are prohibited from attacking, defaming, harassing, discriminating against, menacing, threatening, or otherwise exhibiting inappropriate or offensive behavior, attitudes, opinions, or commentary toward or about coworkers, supervisors, executives, customers, vendors, shareholders, the media, or other third parties when using a personal social networking site or public video site.
5. Employees are prohibited from disclosing confidential, sensitive, proprietary, top secret, or private information about the Company, its products, services, trade secrets, financials, plans, research and development, Employees, executives, customers, partners, suppliers, or other third parties, when using a personal social networking site or public video site.
6. Employees are prohibited from using a Company-provided or personal cell phone or Smartphone camera or video recorder to take, transmit, download, or upload to social networking or video sites any photos or videos of coworkers, executives, customers, suppliers, any other third party without first securing the written permission of your subject and an authorized member of management.
7. Employees are prohibited from using a Company-provided or personal cell phone or Smartphone camera or video recorder to take, transmit, download, or upload any business- or Company-related photos to

Social networking or video sites without first securing written permission from an authorized member of Company management. Banned photos and videos include, but are not limited to, the following:

- a) “Funny,” embarrassing, or unprofessional images of Company Employees, executives, customers, suppliers, or other third parties. In other words – do not take, transmit, download, or upload “funny,” embarrassing, or unprofessional photos or videos of anyone;
 - b) Company buildings (internal and external), offices facilities, operations, research, products, services, confidential data, and internal documents;
 - c) Company uniforms, logos, signage, trademarks, business cards, letterhead, literature, or any other printed or electronic content that can be used to identify the Company or Employees.
8. Employees are prohibited from disclosing financial information about the Company without permission from the investor relations department. This includes revenues, profits, forecasts, and other financial information, when using a personal social networking site or public video site.
 9. Employees must adhere to the Company’s written content and language guidelines. Prohibited content includes, but is not limited to, obscene, profane, adult-oriented, pornographic, harassing, discriminatory, menacing, threatening, and otherwise offensive text, art, photos, videos, graphics, cartoons, or other images and content, when using a personal social networking site or public video site.
 10. Employees are prohibited from posting copyright-protected material without the express written permission of the copyright owner, when using a personal social networking site or public video site.
 11. Employees may not post content or conduct activities that fail to conform to local, state, and federal laws when using a personal social networking site or public video site, or a Company-

hosted social networking or video site.

12. Employees must comply with all of the Company 's written employment rules and policies and independent contractor agreements, including but not limited to the Company's social networking and video site policy, sexual harassment and discrimination policy, ethics guidelines, code of conduct, confidentiality rules, and netiquette policy, when using personal social networking site or public video site.
13. Obtain signed releases for all persons appearing in videos and photos.
14. Violation of Company's social networking and video site policy (or any other Company policy) will result in disciplinary action, up to an including termination.

5.1 Blogging Policies

Allowing Employees/Independent Contractors free reign over corporate communication puts the organization at tremendous risk. Blogging poses risks to employers, Employees, Independent Contractors, third party vendors and even individual bloggers. Blogging liability falls into several categories: litigation risks, security breaches, discovery disasters, public relation nightmares, loss of control, productivity lost, and regulatory violations. However, the Company supports the bloggers to promote business and support professional development efforts. To that end, Employees and Independent Contractors must be responsible for behaving professionally, ethically, and responsibly in the blogosphere. Therefore, the Company has established the following policy.

1. As per the Code of Ethics of the NAR: The obligation to refrain from making false or misleading statements about competitors, competitors businesses and competitors' business practices includes the duty to not knowingly or recklessly publish, repeat, retransmit or republish false or misleading statements made by others. This duty applies whether the false or misleading statements are repeated in person, in writing, by technological means (i.e. the Internet) or by any other means. The obligation to refrain from making false or misleading statements about competitors, competitors' businesses and competitors' business practices includes the duty to publish a clarification about or to remove statements made by others on electronic media the REALTOR® controls once the REALTOR® knows the statement is false or misleading.
2. Sensitivity to copyright law and trademark law is especially important when it comes to blogging. No person affiliated with the Company can copy or post on their blog information or which is copyrighted without giving appropriate credit. Copyright law applies to written copy as well as photographs and videos. Republishing of someone else's blog post without written permission is highly illegal and will not be tolerated.
3. **Affiliate income and other revenue programs on Employees/Independent Contractors' web sites and blogs (See 10.0)**
4. Comments on your blog that raise red flags should be immediately reported to the Company.
5. Employees/Independent Contractors will provide Company with a complete list of all URLs for

their personal and real estate business blogs as well as sites where the Employees/Independent Contractors post on multi-authored platforms.

6. All blogs users are required to write/post content under their own names. Pseudonyms and anonymous postings are prohibited, whether using a personal blog or responding to a public blog.
7. Employee and Independent Contractor bloggers are required to identify themselves, by name and title, as Employees of the Company, when using a Company-hosted business blog. They are also prohibited from disclosing confidential, sensitive, proprietary, top secret, or private information about the Company, Employees, executives, customers, partners, suppliers, or other third parties, whether using a Company hosted business blog or a personal blog.
8. Bloggers must adhere to the Company's written content and language guidelines, whether using a Company-hosted business blog or a personal blog. Prohibited content includes, but is not limited to, obscene, profane, adult-orientated, pornographic, harassing, discriminatory, menacing, threatening, and otherwise offensive text, art, photos, videos, graphics, cartoons, and other content.
9. Employee-bloggers and Independent Contractors must incorporate the following legal disclaimer into their business and personal blogs: "The opinions expressed on this blog are my own personal opinions. They do not reflect the opinions of my employer (Company).
10. Violations of the Company's blog policy, whether they occur on the Company's blog or the Employee's own personal blog or to a third-Company's blog, will result in disciplinary action, up to and including termination.

6.1 Personal Web Sites

The Company certainly recognizes the opportunities for marketing listings, promoting your brand, and providing the consumers with necessary real estate related information. We applaud all Independent Contractors who have their own personal web site and encourage everyone to establish a presence on the Web. However, policies and procedures need to be in place in order to provide a unified, legal, and creative platform in which to operate. To that end the Company has established the following Personal Web Site Policies:

- 1) Employees/Independent Contractors will provide broker with URLs of their personal business web sites along with any web sites that display a link to the Company web site. Independent Contractor will comply with state licensing law and REALTOR Code of Ethics by keeping the property information up to date, in accordance with MLS rules and regulations. Framing web sites or listings of other brokerages without their written consent, deceptively using metatags, keywords, or other devices/methods to direct, drive, or divert Internet traffic, or to the otherwise mislead consumers, or manipulating listing content in any way that produces a deceptive or misleading result is not allowed.

Include a Privacy Statement on the web site that describes how the web site gathers information and how that information is used. Given this age of electronic communication, most real estate

commissions have developed guidelines to address the communications and advertising via the Web and those guidelines should be monitored and adhered to. Below are samples of those regulations:

- A licensed firm advertising or marketing on a site on the Internet must include on EACH PAGE of the site on which the firm's advertisement or information appears the following data: the firm's name as registered with the Real Estate Commission (abbreviations are not permitted); the city, state/province, and *country in which the firm's office is located; and all jurisdictions in which the firm holds a real estate broker license (*including the license number).
 - A licensee advertising or marketing on a site on the Internet must include on EACH PAGE of the site on which the licensee's advertisement or information appears the following data:
 - a. the licensee's name;
 - b. the name of the firm with which the licensee is affiliated as that firm name is registered with the commission (abbreviations are not permitted);
 - c. the city, state/province, and *country in which the licensee's office is located;
 - d. the regulatory jurisdiction(s) in which the licensee holds a real estate broker or salesperson license (*including the license number).
 - A licensed firm communicating using any Internet electronic communication including but not limited to (e-mail, e-mail discussion groups, instant messenger, chat, VON, and bulletin boards) must include the following data in each communication.
 - a. the name of the firm with which the licensee is affiliated as that firm name is registered with the commission (abbreviations are not permitted);
 - b. the city, state/province, and country* in which the licensee's office is located; and
 - c. the regulatory jurisdiction(s) in which the licensee holds a real estate broker license (*including the license number).
 - d. A licensee using any Internet electronic communication for advertising or marketing, including but not limited to e-mail, e-mail discussion groups, web sites and bulletin boards, must include on the first page of all communications the following data:
 - a. the licensee's name;
 - b. the name of the firm with which the licensee is affiliated as that firm name is registered with the commission (abbreviations are not permitted);
 - c. the city, state/province, and *country in which the licensee's office is located; and
 - d. the regulatory jurisdiction(s) in which the licensee holds a real estate broker or salesperson license (*including the licensee number).
- * Although not required, recommended

2. If your real estate website advertises a business relationship with a product or service provider, or if you have an affiliate business relationship the Company must be consulted and permission granted to advertise those relationships because without such approval, the Company would be liable for the endorsement of the product or the service since you are posting with the

Company information attached to your website. Further, the business relationship has to be fully disclosed to all parties whose visit your website. Many companies provide you with an affiliate program whereby there is a live link to their site for purposes of registration or 'estimates' for services, which also has to be approved by the Company.

Article 12

REALTORS® shall be honest and truthful in their real estate communications and shall present a true picture in their advertising, marketing, and other representations.

REALTORS® shall ensure that their status as real estate professionals is readily apparent in their advertising, marketing, and other representations, and that the recipients of all real estate communications are, or have been, notified that those communications are from a real estate professional. (Amended 1/08)

Standard of Practice 12-8

The obligation to present a true picture in representations to the public includes information presented, provided, or displayed on REALTORS®' websites.

REALTORS® shall use reasonable efforts to ensure that information on their websites is current. When it becomes apparent that information on a REALTOR®'s website is no longer current or accurate, REALTORS® shall promptly take corrective action.

(Adopted 1/07)

Standard of Practice 12-13

The obligation to present a true picture in advertising, marketing, and representations allows REALTORS® to use and display only professional designations, certifications, and other credentials to which they are legitimately entitled. (Adopted 1/08)

3. If you require registration on your website in order to access additional information you must comply with the NAR Code of Ethics provision regarding disclosure: REALTORS® intending to share or sell consumer information gathered via the Internet shall disclose that possibility in a reasonable and readily apparent manner.

7.1 Domain Names

A new provision of the NAR Code of Ethics provides the following: REALTORS® Shall not:

- Ⓢ Use URLs or domain names that present less than a true picture, or...
- Ⓢ Register URLs or domain names which, IF USED, would present less than a true picture

In providing risk management on this issue, each associate (Employee or Independent Contractor) will supply to the Company a list of all of their registered domain names from the domain registration service from which they originated. Should anyone be found to be in violation of this provision, the Company will exercise all duties of compliance. Trademark violations could become a part of this provision and thus would expose the Company.

8.1 Copyright Caveats

Copyright laws prohibit the unauthorized use of original content-ranging from photographs and drawings to software and marketing materials. Consider the following copyright issues when

creating a Website or other promotion materials, such as Blogs.

- Don't copy photos, illustrations, graphics, or significant amounts of text from another Web site without permission and proper credit notice.
- Do credit the source of even one fact or sentence you use from another source.
- Do be sure that you secure the copyright or the right of unlimited usage for materials created for you by third-party vendors, such as photographers, newsletter designers, and Web developers
- Do not make copies of Company owned software for at-home use.

9.1 Reputation Management

The Company must guarantee the preservation of its reputation and that of its Employees and Independent Contractors. One way to consistently monitor that reputation on line is to employ a Reputation Management System through which you are consistently notified each time your name, team name, Company name, etc is posted on the Web. Several Reputation Management systems are in place and the Company requires that you select one and use it faithfully. If there is an issue that becomes a concern, i.e. a posting from someone else that is an incorrect statement, notify management immediately!

Social media tools to monitor and maintain reputation management controls are very important. Google and Yahoo! Alerts. Set up alerts based on your name. These alerts will send you an e-mail each time one of your search words is found by the search engines.

- <http://google.com/alerts>
- <http://alerts.yahoo.com>
- <http://MyFrontSteps.com>
- <http://yelp.com>
- <http://www.PrivacyGurus.com>
- <http://http://QualityService.org>
- <http://www.KnowEm.com>

Press Inquiries: All requests for comments and interviews from media must be filtered through Company Communications Director.

10.1 Affiliate Income and Other Revenue Programs on Employees/Independent Contractors' Websites and Blogs

If your real estate related blog advertises a business relationship with a product or service provider, or if you have an affiliate business relationship the Company must be consulted and permission granted to advertise those relationships because without such approval, the Company would be liable for the endorsement of the product or the service since you are posting with the Company information attached to your blog. Further, the business relationship has to be fully disclosed to all parties whose visit your blog. Many companies provide you with an affiliate program whereby there is a live link to their site for purposes of registration or 'estimates' for services.

Employees/Independent Contractors must receive permission from Company to display links on their web sites and/or blogs that create revenue through programs that are not available through the Company.

- a. This includes consumer affiliate referral fees.
- b. This includes agent-based referral fees.
- c. This includes real estate related products and services.
- d. This includes non real estate related products and services [such as network marketing programs].

11.0 Confidentiality

Standard of Practice 1-9

The obligation of REALTORS® to preserve confidential information (as defined by state law) provided by their clients in the course of any agency relationship or non-agency relationship recognized by law continues after termination of agency relationships or any non-agency relationships recognized by law. REALTORS® shall not knowingly, during or following the termination of professional relationships with their clients:

1. reveal confidential information of clients; or
2. use confidential information of clients to the disadvantage of clients; or
3. use confidential information of clients for the REALTOR®'s advantage or the advantage of third parties unless:
 - a. clients consent after full disclosure; or
 - b. REALTORS® are required by court order; or
 - c. it is the intention of a client to commit a crime and the information is necessary to prevent the crime; or
 - d. it is necessary to defend a REALTOR® or the REALTOR®'s Employees or associates against an accusation of wrongful conduct.

Information concerning latent material defects is not considered confidential information under this Code of Ethics.

The clause should appear on all buyer agency agreements, transaction broker disclosure forms or seller agency listing agreements that the broker may use in securing the client to engage Realty One Group Premier. This fee is applicable on all transactions. In the event that the fee will not be paid by the client, the agent out of their commission will pay the fee.

COOP Broker Fee

COOP Broker Fee – it is required for all Realty One Group Premier Agents to offer a minimum of 2.8% to all cooperating broker for all listings. Any exceptions must be Broker Manager Approved.

**Realty ONE
Premier**

Policy Manual

January 2017

Agent Acknowledgement

By my signature below, I acknowledge that I have read, understand and agree to abide by the policies as set forth in the Realty One Group Premier Policy Manual, and the Independent Contractor Agreement and will direct any questions to the Employing Broker or my Branch Manager.

I also understand that I will be notified via email of any changes to the Policy Manual and it will be my responsibility to read those updates in the Policy Manual which will available on the Firm's Intranet Site.

Print Name: _____

Signature: _____ Date: _____