

COMPANY POLICY MANUAL



Great Pointe Realty

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Great Pointe Realty, Inc. is a full-service real estate company, committed to the very highest level of professionalism to our local and national clients. The company offers a supportive environment for its active and positive associates. With the addition of social media and lead generation education, Great Pointe Realty is proud to offer unsurpassed training.

1. COMPANY PHILOSOPHY. Our agent's success and prosperity is our number one goal. Achieving a reputation for service and excellence above and beyond the standards of our competition is our paramount goal in the business. Achieving a high reputation comes from a relentless dedication to customer service, technology advancements, agency growth, compliant practices, ethical standards, and the ability to adapt to changing environments.

2. GENERAL STATEMENT OF POLICY. The company is committed to providing the highest quality of service to our clients and associated professionals. It is the policy of the company to conduct ourselves -- at all times -- in the highest ethical, professional, and competent manner when dealing with our clients, associates, and employees of this company, other Realtors and professionals.

STATEMENT OF PURPOSE:

- Establish a uniform system of conduct by and between us when dealing with each other, our clients, other real estate agents, and members of the public.
- Provide you with policies and guidelines to help avoid disputes and liability to others.
- Set forth the basic guidelines for the daily operation of Great Pointe Realty. It is not intended to cover every situation or circumstance, or to answer every question about California company policies and procedures.

Your failure to comply with the policies and procedures within this manual may result in your termination from this company.

Broker doing business as Great Pointe Realty, is referred to in the manual as Broker, Brokerage, Company, or Management; and agents are referred to as Associates or Associate-Licensees. The relationship of Associate-Licensees to Broker doing business as Great Pointe Realty, is that of Independent Contractors and no employer-employee relationship exists or is to be implied from any title, provision or language used in this manual.

3. BROKER / ASSOCIATE RELATIONSHIP. Great Pointe Realty, Inc. is an Individual Brokerage. The Brokerage is a member of the National, California, and numerous Boards of Realtors. As an associate, you are required to maintain membership in NAR, CAR, and the Association of Realtors of your choice.

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

- Real Estate Law
- The Bylaws, Rules and Regulations of the National, State, and Local Associations of Realtors for which this company is a member, including the Realtor Code of Ethics.
- The Bylaws, Rules and Regulations of the Multiple Listing Service(s) for which this company is a member.
- Code of Ethics and Standards of Practice, Professional Business Practices in Real Estate.

4. AGENCY RESPONSIBILITIES. All agency relationships exist between the Broker and the client. Associates serve the Broker's client through their sub-agency relationship with the Broker. Associate-Licensees with Great Pointe Realty shall always conduct themselves and their activities with fiduciary to the duties of their agency relationship to the Broker and of the Broker's relationship with the client.

5. CARE. All Great Pointe Realty associates shall faithfully and responsibly research, discover, and disclose to the client, the condition of the subject property's title, physical condition, neighborhood characteristics, and political issues that could be material facts to the transaction to the reasonable scope of their abilities to do so.

6. OBEDIENCE. Great Pointe Realty associates shall obey the lawful instruction of the Broker's client at all times. In the event of a conflict or a question of law and/or ethics, the Associate-Licensee shall consult the Broker as soon as reasonably possible.

7. ACCOUNTABILITY. Great Pointe Realty associates shall be accountable for their activities. Associates are strongly urged to keep a record of notes for all contacts, discussions, and activities.

8. LOYALTY. Great Pointe Realty associates shall faithfully render loyal service to all Brokerage clients, putting the interests and needs of the client above those of any others. Any and all personal interest associated with a client's transaction shall be dutifully disclosed to all interested parties including the Broker as soon as possible.

9. DISCLOSURE. All Great Pointe Realty associates shall fully and faithfully present all required disclosures in a timely and appropriate manner. In addition, all Associate-Licensees shall disclose in writing, all material facts affecting or which may possibly affect any aspect of the transaction or the client's decision in the transaction as soon as possible. If an Associate-Licensee has a question regarding the necessity of disclosure of certain information, he/she must consult the Broker for clarification.

10. PROFESSIONAL COMPETENCE. Great Pointe Realty associates shall not accept or pursue any assignment or offer advice or assistance outside of their scope of personal expertise. Any relationship between an Associate and a Brokerage client outside the scope of real estate agency may only exist with the written permission of the Broker.

11. AGENT AVAILABILITY TO CLIENTS & PERFORMANCE. Associate-Licensees must be available to clients at all reasonable times and respond to voicemails, emails and/or texts within a maximum time frame of 24 hours. In the event an Associate fails to adequately service a client's needs and/or is not performing, Broker has the discretion to reassign the client to another Associate-Licensee. It is strongly recommended that all Associates maintain a record of notes for all activities and contacts.

12. DOCUMENT SUBMISSION. In order for the Broker of Great Pointe Realty to supervise and account for all broker/client activities, it is mandatory to enter all new transactions into Broker's online Customer Relationship Management (CRM) system within **48 hours** of taking a new listing or receiving an accepted purchase offer. Associate-Licensees are further required to submit a final package, including all required documents, to Broker for review a minimum of **48 hours** prior to the closing of any escrow or 48 hours after cancellation of a contract. All transactions for which a real estate license is required must be entered into Broker's online CRM system.

*Broker's online CRM system is not a holding system to be used to store incomplete documents. All documents uploaded into the system shall be complete and fully executed by all necessary parties. The file uploaded by the Associate-Licensees and maintained in the system is the Broker's legal compliance file. The documents and information required by the system are the minimum required documents. Associate-Licensees understand that they are responsible and obligated to upload and submit **all** documents and information obtained in relation to a transaction whether on the required document list or not.*

13. GENERAL OFFICE PROCEDURES.

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

13.2 TELEPHONE SYSTEMS. Broker does not provide telephones for Associate-Licensees. Each agent shall have his/her own phone system. Each phone system will have voicemail capabilities so that each agent will be able to retrieve any and all telephone calls/messages (7 days a week, 24 hours a day).

13.3 EMAIL ACCOUNTS. All Associate-Licensees are encouraged to use their assigned corporate email address issued from Great Pointe Realty (ex: First.Last@GreatPointeRealty.com) as the primary email address when conducting business related to Great Pointe Realty.

13.4 POSTAGE AND COURIER EXPENSES. All postage and courier expenses are to be paid by the Associate-Licensee.

13.5 LETTER WRITING. Any and all letters or other correspondence utilizing the name of the Broker and/or Great Pointe Realty, Inc., must contain a company approved logo and be authorized by the Broker or office manager prior to distribution.

13.6 TELEPHONE CALLS / EMAILS. All Associate-Licensees must strictly adhere to any state or federal "Do Not Call" or "Do Not Email" Registry regulations. Failure to do so may result in immediate termination.

13.7 CUSTOMER RELATIONSHIP MANAGEMENT (CRM). All Associate-Licensees are required to use Broker's online CRM system to upload and submit their transactions to Broker.

14. ADVERTISING & MARKETING. All advertising and marketing materials must receive approval from *Compliance@GreatPointeRealty.com* and must be in compliance with California Business Professional Code and display proper logos. Advertising and marketing may not be charged to any Brokerage account without the express, written prior approval from the Broker. All internet and print marketing material must include the company name and logo as set forth herein.

14.1 COMPANY NAME & LOGO. The company's name and logo(s) are registered trademarks. Whenever the company's name is used in print and on the Internet, the logo and name shall only be used in format approved by Management. Agent may obtain approved logos from the Company. Agent must use Company's name, logo and CalBRE number on all signage, stationary, websites, emails, and/or any other marketing materials (even with use of an approved DBA). The Company's name and logo must meet the following minimum size restrictions:

- Website - No smaller than 65 x 300 pixels.
- For Sale or Open House Sign - No smaller than 1 inch tall x 5 inches wide.
- Standard Business Card - No smaller than 0.125 inches tall x 0.6 inches wide.
- Flyers - No smaller than 0.4 inches tall x 2 inches wide.
- Postcards - No smaller than 0.25 inches tall x 1.37 inches wide.
- Email Signature Line - No smaller than 0.25 inches tall x 1.37 inches wide. If you are unable to use a photo file in your email signature line, then you must

use Great Pointe Realty typed out in Arial font at no less than 11 point font size.

14.2 SIGNS. Each agent shall be responsible for purchasing and maintaining their own “For Sale” and “Open House” signs. Templates are available through the Broker. Personalized designs, names, and logos may be used on For Sale and Open House signs upon Broker’s *prior written approval*. All signs must display the approved Brokerage name and logo at the minimum size set forth in Paragraph 14.1. All personalized designs, artwork, and logos shall be submitted to Broker by emailing a copy of each proposed item to *Compliance@GreatPointeRealty.com*. Brokerage policy states that all listings shall have a company sign installed in accordance with local sign ordinances unless the client requests otherwise. Sign hanging service must be ordered from any Broker approved vendor with authorization from the Broker. Associated fees and scheduling placement/removal are the responsibility of the agent.

14.3 BUSINESS CARDS. Business cards are the responsibility of each Associate-Licensee. Templates are available through the Broker. Personalized designs, names and logos may be used on business cards upon Broker’s *prior written approval*. All personalized designs, artwork, and logos shall be submitted to Broker by emailing a copy of each proposed item to *Compliance@GreatPointeRealty.com*. All cards must display the approved Brokerage name and logo at the minimum size set forth in Paragraph 14.1.

14.4 AGENT COMPANY WEBSITE. Broker-provided website is for the sole use of Associate-Licensee and remains the intellectual property of the Company. Associate-Licensee is to use the website for its intended purpose and for the course of real estate business with the Broker. The agent website must include, but not limited to, the default company name, logo(s), and copyright. The contact page must include the company: name, address, office phone, and website. Associate-Licensee is able to customize the agent website within good, practicing nature. Company reserves the right to revise, update, or change the company-provided website, not limited to hosting. Files pertaining only to the website can be uploaded, and any excessive storage may be limited without notice.

14.5 DISCRIMINATORY ADVERTISING. Great Pointe Realty, Inc. has zero tolerance for any advertising that is discriminatory on the basis of race, color, religion, national origin, sex, handicap or disability, or familial status. Your advertisement should be “facilely neutral” and should not describe items in or using racial or ethnic terms.

- Avoid explicit preferential, limiting or discriminatory language based on religion.

- Avoid explicit exclusions, limitations or other indications of discrimination based on handicap or disability.
- Avoid explicit preference, limitation or discrimination based on familial status. The advertising may not contain limitations on the number or ages of children or state a preference for adults, couples or singles.

14.6 COPYRIGHT / TRADEMARK IMAGES. Associate-Licensees may not use any images, taglines, logos, or other material that is copyrighted or trademarked unless they have obtained proper permission or purchased a license to do so. Associate-Licensee should take caution that copying an image off of the Internet is most likely a copyright infringement of that image. Should an Associate misuse any such material in any marketing, including, but not limited to, mailers, web pages, emails, flyers, and signs, Associate accepts full liability on for any claims, penalties or fees incurred by Broker in conjunction with Associate's improper use. The Associate further indemnifies Broker and Great Pointe Realty, Inc., and any affiliated entity of Broker and Great Pointe Realty, Inc. Associate further agrees to pay for any and all attorney fees, awards, and judgments that may result from his/her own improper use of such material.

15. BROKER MANAGEMENT & AVAILABILITY. The Broker shall be available for consultation, dispute resolution, and problem solving by appointment. All agents will have their Broker's contact information including email, fax, office, and cell phone. Broker shall make every attempt to return calls as soon as reasonably possible, however, all agents should allow up to 24 hours for a response.

15.1 BROKER SIGNATURE. Associate-Licensees shall be permitted to sign *only* listing agreements on behalf of Broker. All other documents requiring Broker's signature must be sent to Broker at *Broker@GreatPointeRealty.com* for signature. Documents requiring Broker's signature include, but are not limited to, Commission Instructions, Referral Fee Agreements, Modification of Terms, Cancellation of Contracts, and Cancellation of Listings. Other than listing agreements, Associate-Licensees are strictly prohibited from signing documents requiring Broker's signature on their own or on behalf of Broker.

16. REALTOR BOARD & BUSINESS LICENSE. In accordance with the rules of the National Association of Realtors, all Sales-Associates must join a REALTOR Board no later than 45 days after association with the Brokerage. Where required, Associate-Licensees must also acquire a business license within 15 days. Failure to join either REALTOR Board or obtain a business license will result in the withholding of commissions. All agents are responsible for their Board expenses including, but not limited to, MLS dues, membership dues, and other related miscellaneous expenses. The Broker, at his/her discretion, may pay various board expenses and bill the individual agent for costs incurred.

17. FICTITIOUS BUSINESS NAMES / DBA's. Broker may permit Associate-Licensee to use their own fictitious business name and/or DBA *upon request to and approval* from Broker. In order to be eligible to record and use own FBN/DBA Associate-Licensees must *first* receive, review, and sign acknowledgment of Broker's *Team Name / DBA Policy Guide*.

Associate-Licensee shall not use any DBA until it has been submitted to Broker in accordance with the guidelines set forth in the *Team Name / DBA Policy Guide* and it is registered with the County Recorder's Office and the CalBRE.

Broker agrees that upon termination of this agreement, Broker shall relinquish all rights and usage of Associate-Licensee's DBA and will effectuate any paperwork necessary to return said DBA to Associate-Licensee.

The use of a DBA by Associate-Licensee is for marketing and branding purposes only, and at no time shall be used in a manner to suggest or otherwise confuse the public into thinking that Associate-Licensee is a Broker acting on his/or her own behalf. In accordance with CalBRE requirements, any use of a DBA and/or distinctive personal logo shall still contain Broker's name, logo, and CalBRE number in a manner compliant with Broker's logo requirements as set forth in paragraph 14 herein.

18. AGENT BRANCH OFFICES. Agents who wish to open and operate physical offices do so at their own expense and liability. In the event an agent wishes to open their own office they must notify Broker and obtain prior written approval to do so. Broker must file the office as a branch office with the CalBRE and applicable local realtor association. In the event that an agent opens his/her own office, the agent must properly display Great Pointe Realty's name and logo as required by the CalBRE and paragraph 14.1 herein.

19. TEAMS. All teams must be conducted under a written *Team Agreement*, a copy of which shall be provided to Broker and shall include up-to-date information regarding the team structure and compensation splits. Broker shall have the right to withhold total compensation if there is a dispute between team members; if there is no written agreement; or if no written agreement has been provided to Broker.

19.1 PERSONAL ASSISTANTS. As your business increases, you may find hiring a personal assistant to be helpful. Interviewing, hiring, and contracting with the assistant will be the sole responsibility of the Associate-Licensee. Any taxes and other compensation due to the personal assistant shall be arranged through you and will be your responsibility. Additionally, you agree to indemnify and hold Broker harmless from all claims arising against the Broker out of your association with the assistant. Furthermore, you agree that any assistant you hire will abide by all of CalBRE rules and regulations, and all of Broker's rules, policies, and guidelines.

19.2 NON-LICENSED ASSISTANTS. All representative duties on behalf of a Great Pointe Realty client must be performed by a licensed salesperson. Non-licensed

assistants may not discuss a property's amenities, negotiation strategies, disclosures, contract terms, provisions or consequences with a client. A non-licensed assistant should have very limited contact with clients except for answering phones, taking messages and delivering items on behalf of their employing licensee.

20. OFFICE POLICY ON AGENCY. This office recognizes two general forms of agency:

20.1 SINGLE AGENCY. (Listing Agent or Selling Agent) If the office represents the seller only, we are the "Listing Agent", or if the office represents the buyer only, we are the "Selling Agent".

20.2 DUAL AGENCY. If the Broker represents both the buyer and the seller. Remember, the agency relationship is created through the Broker. If you have listed the property and another Associate-Licensee from this office brings in an offer from a buyer, a dual agency will have been created. Dual Agency must be properly disclosed to all parties (C.A.R. Form DA is required on all transactions).

20.2.1 Broker shall allow Associate-Licensee to engage as a dual agent only in the following circumstances:

- Associate-Licensee inputs the transaction into the Broker's online CRM system within 48 hours of becoming aware that dual agency exists;
- Associate-Licensee notifies Broker that they are engaged in a dual-agency transaction by sending an email to *Broker@GreatPointeRealty.com* indicating the property address and the which party(ies) Associate-Licensee represents.

Note: Broker reserves the right to prohibit a dual agency transaction for any reason.

21. LISTINGS AND SALES. All exclusive listing and executed purchase agreements are the property of the Broker. An Associate-Licensee, upon leaving Broker, is however permitted to take his or her listings or purchase contracts. However, in the event that a listing or purchase has an executed purchase agreement and Broker is due a commission or Broker fees on the transaction, and any financial obligations, then prior to releasing that transaction Broker shall require Associate-Licensee and their new broker to enter into a referral agreement with Broker for payment of the commission or Broker fees, and any financial obligations, owed to Broker. The referral agreement shall be submitted to Escrow for payment to Broker and to be made directly out of Escrow.

21.1 TAKING A LISTING / WRITING AN OFFER. Important: The Real Estate Commissioner requires that all contracts executed by Associate-Licensees must be approved by the Broker or Manager within 5 days of execution (includes listings, leases, deposit receipts, et al.), even if the contract is not accepted by the principals. If you do not submit the contracts within 5 days, you are in violation of the Real

Estate Law. All listing documents and information shall be submitted on the Brokerage's online CRM system.

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

21.3 AGENCY DISCLOSURE REQUIREMENTS. The Agency Disclosure Law applies to sales, exchanges, and leases for more than a year, involving real property improved with one-to-four dwelling units, stock cooperatives, and mobile homes. The law applies regardless as to whether or not the property is owner-occupied. You must provide the buyer and the seller with a statutory disclosure form entitled "Disclosure Regarding Real Estate Agency Relationships" (California Association of Realtors® Form AD) in every applicable transaction.

21.4 REAL ESTATE FORMS. All forms used must be the *most current* California Association of Realtors® zipForms, or other form approved by the Broker. Do not use outdated forms. Associate-Licensees are strictly prohibited from creating and using their own forms and/or contracts.

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

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

21.6 EARNEST MONEY DEPOSITS. Associate-Licensee acknowledges and understands that Broker does not maintain a trust fund account and that any and all earnest money deposits shall never ever be touched by Associate-Licensee. Associate-Licensee should notify escrow immediately to arrange for any earnest money deposits needing to be picked up or delivered and submitted on behalf of the client and then it should be reported to the Broker. Associate-Licensee shall not ever receive **any** funds from clients nor receive **any** cash payments from clients. All

trust funds shall be handled in compliance with the Business and Professions Code, and other applicable laws.

21.7 DEPOSIT FORFEITURE AND RETURN POLICY. Upon forfeiture of a deposit, in accordance with the terms of the client agreement and written confirmation by all parties to the contract, deposits shall be conveyed to the seller directly from escrow. *Agents shall not touch any deposit for any reason.*

22. PERSONAL PROPERTY. Broker's E&O (Errors and Omissions) carrier has extreme limitations on their E&O coverage on any personal residence or investment property where the Associate-Licensee is acting as the principle. As such, Associate may not sell personal property unless they meet the requirements set forth in the agent's *Personal Property E&O Coverage Addendum*. Should Associate-Licensee improperly close Escrow on a personal property without meeting the requirements set forth in the Personal Property Coverage Addendum, the Associate-Licensee accepts full liability on listings, sales, or purchases of personal residences or investment property. The Associate-Licensee further indemnifies Broker and Great Pointe Realty, Inc., and any affiliated entity of Broker and Great Pointe Realty, Inc. Associate-Licensee further agrees to pay for any and all attorney fees, awards, and/or judgments that may result from listing, sale, or purchase of his/her personal residence or investment property where a legal action is taken and Broker and Great Pointe Realty, Inc., or its affiliated companies is a defendant.

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

23. COMMISSION POLICY & ANTITRUST POLICY. All commissions for real estate sales, in accordance with federal anti-trust legislation, shall be set only with regard to the principles of supply and demand in the market place. Great Pointe Realty Associate-Licensees shall have the authority to negotiate their own commissions with Brokerage clients.

24. ASSOCIATE EARNED COMMISSION DISBURSEMENT POLICY. It is Broker's general policy to instruct escrow to issue all commission checks directly to the agent, minus any fees due to Broker (ex: Administration fees, E&O insurance, transaction coordinator, referral fees, transaction fees). A Commission Disbursement Authorization will not be submitted to escrow unless and until a full and completed transaction file has been submitted and approved by Broker.

In the event a commission check is delivered to Broker, all funds due to a salesperson that generated from the sale and transfer of a property or asset, shall be disbursed within 24-48 hours after funds become available to be withdrawn from the Brokerage's account, provided the transaction file is complete and in order. The Associate understands that uncontrolled circumstances may occur which can affect the time that commission checks are disbursed. Every effort will be made to ensure that all available funds are disbursed to the Associate within 24-48 hours.

25. REFERRAL FEES. All referral fees paid to or from Associate-Licensee shall only be paid to or from the broker of any state licensed agent/associate and never directly to or from Associate-Licensee or another agent/associate. Referrals shall only be accepted or paid by Broker in accordance with a written referral agreement between Associate-Licensees, approved and signed by each agent's broker prior to COE and submitted to Great Pointe Realty through the online CRM system. A social security number of the referring broker or EIN number of the brokerage is required, along with their signature, in order to process the referral fee. All referral fees are to be paid out of the Associate-Licensee's gross share of commissions.

26. COMPANY LEAD DISTRIBUTION. Company generated leads are distributed at a 50% referral fee. At the Broker's discretion, the client will be matched with the agent based on agent's experience, past performance, and knowledge of the related transaction. Referral fees to Great Pointe Realty are owed for all transactions with the principal for 24 months from the date the lead is accepted.

27. FORECLOSURES. Proof of recordation or proof of foreclosure must be received by Great Pointe Realty prior to any Associate-Licensee attempting to list property, gain access, or change locks. Proof must be provided in the form of a document and must be from a valid source, either the Tax Assessor's office, Recorder's office, or Title company. An assignment from a bank is not acceptable.

28. SHORT SALES. In the event that any agent utilizes a third party negotiator/processor for short sales, the agent must have a written contract with that third party outlining the services and compensation. Agent must provide Broker with a copy of the contract through Broker's online CRM system within 48 hours of hiring the third party negotiator. Agents may not utilize any third party negotiator who is not a licensed agent with the Bureau of Real Estate or is otherwise in violation of applicable California law.

29. BROKER PRICE OPINION (BPO). Associate-Licensee must notify Broker in advance of their intention to perform Broker Price Opinions. BPOs are considered an activity which requires a real estate license, and therefore, are considered to be real estate transactions and subject to Broker fees and transaction requirements.

30. INTRA-OFFICE DISPUTE RESOLUTION. In the absence of a clearly written agreement between Associate-Licensees, the Broker will arbitrate the dispute and make a final determination at Broker's discretion.

31. NON-HARASSMENT POLICY. Broker maintains a strict policy on non-harassment in the workplace. All harassment complaints shall be brought to the attention of the Broker as soon as possible. The company will immediately investigate all complaints in a thorough, effective, and objective manner. Associate-Licensee who is responsible for harassment or related conduct will be subject to disciplinary action which including termination.

32. POLICY VIOLATIONS. In the event Associate-Licensees do not comply with or otherwise violate any of Broker's policies, including, but not limited to, those set forth in the *Independent Contractor Agreement*, *Company Policy Manual*, *Team Name / DBA Policy Guide*, and *Personal Property E&O Coverage Addendum*, Broker may take any or all of the following actions: 1) issue a written violation letter to Associate-Licensee, 2) impose a fine on Associate-Licensee, or 3) terminate Associate-Licensee's Independent Contractor Agreement with Broker.