



INTEGRITY HOMES REAL ESTATE GROUP



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POLICY AND PROCEDURE MANUAL

INTRODUCTION

The policies and procedures provided in this manual were created as a guideline to the standard operating procedures of Integrity Homes Real Estate Group in addition to the Code of Ethics guide to be signed by each active agent of the Agency. This Manual is to be used as a guide in your day-to-day operations as a member of this agency. Its purpose is to provide a clear understanding of our standard practices and procedures, to help avoid conflicts and to help settle disputes. This manual will guide you in your activities and give you the keys to enhance your productivity.

The right to amend any content of the Policies and Procedures Manual is reserved for the Broker/Owner. If an addition or amendment is made, all employees and agents of Integrity Homes Real Estate Group will receive notice directly following any change to the policy. It is the responsibility of each employee or agent to keep abreast of all policy changes and to have a full understanding of the policy. Absence from any meeting discussing changes to policy does not provide an exemption to any employee or agent from these responsibilities. A copy of the Integrity Homes Real Estate Group Policy and Procedure Manual is always available for reference in the office.

Integrity Homes Real Estate Group is herein referred to as “Agency”, *Designated Broker Michael Willetter and Real Estate Agent/Owner Buffy Dumont* as “Agents” and Employees as “Associates”.

MISSION STATEMENT

Integrity Homes Real Estate Group’s Main Office is centrally located in Manchester and Fairfield in our beautiful state of Maine. Explore your housing options with our team who are committed professionals that take pride in Quality, Integrity, Agility, Courage, Respect, Trust and Fun. Our mission is to provide efficient, committed and knowledgeable service to home buyers and sellers, while creating a positive impact in the community. We strive to offer excellent service and maintain a collaborative work space that fosters growth and success for all involved.

VISION STATEMENT

Here at Integrity Homes Real Estate Group we are committed to our goals of going above and beyond to deliver an experience that is fulfilling for our customers. We realize our business is based on relationships and that every individual interaction with a client builds a long lasting impression and makes a difference.

1.0 AGENCY

1.1 AGENCY

Integrity Homes Real Estate Group is an appointed agency and may be employed by the seller or the buyer, or both. Whomever we represent in a transaction, we must observe our duties as described in state law.

Our Agents and Associates should always remember who has employed us, and never allow the pursuit of a commission to blur the clear-cut responsibilities to our customers and clients.

We must inform our principal of any facts that might affect their decision, along with the source of these facts.

Our sellers should not be asked to accept an offer until any other offers are shown. All written offers must be presented until the property is recorded as sold or until the listing is expired.

We must treat the business of our principals with confidentiality, and never disclose facts to the other party that might work to the disadvantage of our principal.

We must be extra cautious when we become financially interested in a listed property and must disclose any facts or rumors of which we have knowledge. We must also warn the seller that we are no longer representing his or her interests.

When we are asked to represent a buyer in a transaction, we may become an intermediary between the parties when showing a property listed by our office.

Our Clients must always be informed that we are a dual disclosed agency and it is our responsibility to educate them on our responsibilities required.

1.2 THE AGENCY POLICY

Representing our clients with integrity and honesty is a core belief of Integrity Homes Real Estate Group and as representatives of this Agency, we always expect our Agents and Associates to act in the best interest of our clients.

2.0 LISTING AND SERVICING

2.1 BROKERAGE COMMISSIONS AND ANTI-TRUST POLICY

When discussing Brokerage Commissions with the public you are quoting the Agency commission only. The commission rate for the sale of real property shall be determined between each individual broker, agent and their client.

- a) **Anti-Trust Policy:** There is never to be any discussion with a cooperating broker or agent or the general public, regarding commission rates, pricing structures, marketing practices or the fee structure or business practices of a competitor. The only fee that you may quote to a consumer is the fee that the Agency charges. If a consumer asks if this is the “normal” fee, inform the consumer that there is not a “normal” fee. Our fee is based upon the services that the Agency provides. Give the list of those services to the consumer, be it buyer or seller, in order to explain the Agencies policy on fees. If the consumer asks you to comment on another Agency’s fee policy, you **MUST** state that you have no information on any other Agency’s fee structure and that you can only discuss your Agency’s fee. Avoid discussion with employees and agents of competing firms regarding the commission policy of the Agency that could be construed to be agreements or conspiracies to fix, establish prices, or otherwise restrain competition in violation of state and federal anti-trust laws. If you find yourself in the presence of such a conversation, excuse yourself immediately and report the incident to the Broker.
- b) The Agency policy for commission is stated in the Integrity Homes Real Estate Group Commission Model.
- c) In the event you need to lower the commission or renegotiate a commission after the sale is in process, a discussion is **REQUIRED** by the Broker of Integrity Homes Real Estate Group. If a Seller or Buyer wants to renegotiate your fee, you **MUST** make all changes in the original Exclusive agreement with the seller or buyer applicable.

2.2 TYPES OF LISTINGS

- a) **Exclusive Right to Sell**
 - 1. This is the full right to represent the owner in any sale of the property. This is the type of listing that the Agency requires to be taken.
 - 2. There is a standard listing agreement form that is to be signed by the sellers (an owner of record must sign). Be sure to check with the recorder or Title Agency to assure yourself that all of the title holders have signed the listing as the sellers. The absence of even one of the owners could invalidate the listing agreement. We strongly recommend a minimum term of 90 days.
- b) **Exclusive Agency Listing**

1. This type of listing is not recommended. (Seller has the right to sell property with no commission paid.) This type of listing cannot be taken without the written consent of the Broker.

c) Net Listings

2.3 LISTING AGREEMENT - FORM AND INFORMATION

- a) The listing associate is to secure all information and prepare the Multiple Listing Service (MLS) listing form. MLS requires that all information furnished be complete and accurate. As the person providing information to the MLS, you are therefore responsible for the accuracy and completeness of the information. It is imperative to pay attention to the taxes, special assessments and pending special assessments, as they are critical. Flood plain or flood plain fringe area and zoning information should be noted if applicable. All information must be updated when renewing a listing or as new information becomes available. Inaccuracy in information provided and any penalty charged for misinformation or timeliness of the submission to the MLS shall be the responsibility of the listing associate.

- b) Personal property is an important part of a sale. A clearly written understanding eliminates most disputes when you list the property.

Example: water softeners, mirrors, gas lights, barbeque grill, propane tanks (rented or owned), or anything the owner is not leaving that may be thought normally included should be listed as reserved items and be indicated as such on all advertisements and MLS data information sources.

- c) Review for accuracy the listing data after it has been uploaded to the MLS. Any errors should be immediately called to the attention of the MLS so that the correction can be made. Have the seller confirm that the information submitted is correct.

- d) Possession date and terms are to be at the direction of the seller.

- e) Contract for deed. Ask to see the owner's copy of the Contract for Deed. Verify the information with the title holder.

- f) In cases of Power of Attorney, obtain a copy to ensure the validity and expiration dates so that it extends to the appropriate dates.

- g) When taking a listing make sure you have completed all the necessary paperwork required for the file per the real estate commission. (Put your list of required forms here...considered the agency disclosure form, etc. TREC does list the forms that they require to be in a file in the Broker Responsibility Section of the Rules and Regulations if you need help with this)

- h) Provide the seller with the Seller's Disclosure Notice and have them complete it. Review the form with the Seller to make sure that all the blanks have been filled in. If the property is subject to an exception to the Disclosure Statement, such as an estate or new home construction, then indicate that on the form and get the seller's signature. Any changes to the property that would cause a necessary change to the already completed form must be done immediately by completing an Update to Seller's Disclosure Notice. Upload the form onto the MLS so that it can be accessed by

those agents showing the property.

- i) The US Department of HUD requires that every seller of residential property built prior to 1978 disclose to the potential buyer/tenant the possibility for or the existence of lead-based paint on the property. If the property being listed was built prior to 1978 make sure that the form is completed as instructed with the seller's signature and initials...not check marks.
- j) Make sure that all necessary addendums to the listing agreement are complete. If there are additional specific disclosures that need to be made to the potential buyers and agents make sure those are uploaded to the MLS.
- k) In accordance with the NAR Code of Ethics, the amount of compensation being paid to the co-operating brokerage Agency who is acting in the capacity of a buyer's agent shall be disclosed in writing on the listing agreement or addendum to the agreement.
- l) The agent MUST be competent in the field in which they are taking the listing and be approved to list property of that type by the brokerage Agency.

2.4 RESERVED BUYER EXCEPTIONS TO LISTING AGREEMENT

The owner may claim an unspecified number of his prospects as reserved buyers to the agreement. It is the policy of the Agency that exceptions may be for a maximum of 14 days. Write the names of the exception buyers on a separate page attached to the listing agreement. The exception prospect time period must have a specific deadline date.

2.5 LENGTH OF LISTING AGREEMENT

It is preferred by the Agency that listing agreements be for a period of 6-months, however, not less than 90 days. Make every effort to obtain a listing of this length, thereby increasing your opportunity to sell the property. Prior to the expiration of the listing agreement, the seller shall be given a list of the prospects (name and address) that were shown and interested in the property. The seller shall be made aware that if any of the prospects purchase the property directly from the seller that the fee will be considered to be earned and will be due upon closing of the property. The list shall be sent via registered mail with a receipt kept in the file. The protection period for the prospects is recommended to be 180 days.

2.6 THE LISTING CONTRACT WITH THE OWNER

- a) Fully explain the terms of the listing agreement to all owners. Make certain it is understood. Make sure you have all of the 'seller's' signatures (title holders) or their power of attorney's signature.
- b) The owner/s and you, as an associate of the Agency, and the Broker sign the listing agreement. Any change of the agreement is to be initialed by the owner, the agent, and the Broker. The owners are given one copy along with a copy of all paperwork provided to the seller at the time of the listing, such as the Seller's Property Disclosure and Lead Based Paint form.

2.7 CANCELLATION OR WITHDRAWAL OF LISTING

- a) A cancellation or withdrawal, when approved by the Agency shall terminate a listing as of a certain date or in the case of a withdrawal, it shall be withdrawn from the MLS but still be an active listing until canceled or expired. Prospects who have seen the property, according to the terms of the listing agreement, remain our prospects. With this exception, the owner is otherwise free to dispose of the property in any manner following an approved cancellation.
 - 1. A cancellation or withdrawal must have the approval of the Broker.
 - 2. The owner is to be notified in writing of our agreement to cancel the listing agreement. You should furnish the owner with a list of your prospects in writing prior to the cancellation.
 - 3. MLS is to be notified of the cancellation in writing signed by the Broker.
 - 4. The listing agent releases all future rights to the property in that the property may be relisted by any associate. The original listing agent can reinstate their rights by relisting the property.

2.8 OFFICE PROCEDURE – MLS SUBMISSION OF NEW LISTINGS

- a) Every listing that is entered into the MLS must include all applicable supplements associated with the listing (i.e., Sellers Disclosure, Taxes, etc.) prior to publishing in the MLS.
- b) Late or missing information fees or penalties charged by MLS are the responsibility of the listing agent.
- c) Real estate companies selling a listing of this Agency's will be paid per the fee stated in the agreement entered for each listing. The fees paid to the co-operating brokerage companies could vary.
- d) If an Agency/Agent who is NOT a member of the MLS wants to show and subsequently write an offer on an Agency listing a commission agreement between the Companies must be in place prior to the showing of the property.

2.10 PROPERTY TOURS

- a) Integrity Homes Real Estate Group encourages tours after listed by an Integrity Agent

2.11 SIGNS

- a) A clean, bright "For Sale" sign is a most important selling tool. That sign finds buyers that want the location and like the exterior of the home. "For Sale" signs will be placed on the listed

property by the next business day after the entire listing package **has been turned into office**. *It is the agent's responsibility to purchase their signage and to maintain signs in a clean and orderly manner while displayed*. It is the listing agent's responsibility to add their name rider and sale pending signs.

- b) It is vitally important that you conform to the communities' ordinances and sign policy on each listing that you take. If you violate the sign ordinance in an HOA, for example, and fine shall be your responsibility, not the Agency's.
- c) Arrows and directional signs cannot be placed on public property. To use them you must put them on private property with the property owner's permission. Public property includes highways, parks, playgrounds, and parking areas on residential streets. Arrows and extra signage can be found in either offices.
- d) In the event an individual sign must be designed, painted and erected for special purpose listings, such as commercial, industrial, vacant land of development, the signs must have the broker's approval as to the layout making sure the logo and agents name adheres to the NAR and MAR rules. Cost of special signs will be shared by the listing agent and the Agency only with the consent of the Broker. If the authorization for the sign has not been obtained, then the complete cost of the sign will be that of the agent.
- e) Condominium and town house association by-laws may prohibit the use of "For Sale" signs on the premises. When listing this type of property check the sign policy. We will abide by their policies regarding signs.
- f) The sign must be removed from the listed property promptly upon closing or expiration of the listing.

2.12 AGENT RIGHTS TO A LISTING

- a) If a seller wishes to change listing agents, one of the Brokers will be consulted and a new agent assigned to the listing. Remember, you cannot cancel or withdraws the listing without the consent of the Broker. It is in the Agency's best interest to try to change listing agents if the seller is unhappy with the original listing agent. The original listing agent, if they are still associated with the Agency, may receive a referral fee of up to 30% of the listing commission depending upon the circumstances of the case.
- b) When an Agency listing expires, the original listing associate forfeits all rights to the listing.

2.13 JOINT LISTING WITH ANOTHER AGENCY AGENT

- a) It is the responsibility of the associate jointly listing a property to make their own arrangements, setting forth their working agreement in writing. The understanding will include advertising and open house rights, sign calls, all prospects and listings obtained through the listed property.
- b) If there is not a written understanding among the associates, the Agency will consider commissions and prospects on a pro rata basis (i.e. if a property is listed by 3 agents the listing commission is split 3 ways in the absence of a written agreement).

2.14 COMPETITION WITH ANOTHER AGENCY AGENT

- a) If in attempting to list a property, the owners state their intention to list with a fellow associate, we recommend that you agree with the owners, that they have made a good choice and leave. It will not be in your best interests or those of the Agency to continue to pursue the listing under these circumstances. Call the named fellow agent and tell them the owner's intention to list with that associate.

3.0 BUYER REPRESENTATION AGREEMENTS

3.1 BUYER REPRESENTATION AGREEMENTS – OBTAINING AND SERVICING

- a) Types of listings
 1. Exclusive...the buyer agrees to purchase a property only through the Brokerage Agency. This applies to properties listed, whether in the MLS or otherwise, which would include properties that are FSBO, builder's properties, or any unlisted property. The Exclusive Buyer Representation Agreement should always be used.
 2. Non-exclusive...the buyer has the right to purchase a property through the agent of their choice or directly from an owner. The only time a fee would be due the Brokerage Agency is when the buyer purchases a property that has been contracted through the Brokerage Agency.

3.2 BUYER REPRESENTATION AGREEMENTS- FORM AND INFORMATION

1. Only approved agreements supplied by the Real Estate Commission over this state may be used to represent the buyer. Any changes to an Integrity Homes Real Estate Group approved form must be approved by the Agency Broker prior to use.
2. Fully explain the Buyer Representation Agreement to the Buyer(s) and obtain all necessary signatures. All parties in the transaction MUST sign the agreement, i.e. husband and wife, partnerships, or any other legal entity. The only exception to this would be if the buyer, due to cultural customs, will not allow one of the spouses to sign the agreement. The party who will be making application for the loan and qualifies to purchase the property must sign the agreement.
3. When taking a buyer listing make sure you have completed all the necessary paperwork required for the file per the real estate commission.

4. The agent must be competent in the field in which they are working and have the approval of that type of real estate from the brokerage prior to entering into the agreement.

3.3 LENGTH OF AGREEMENT

Terms of the agreement will vary from buyer to buyer. However, a minimum period of 30 days is recommended to purchase and close the transaction and a maximum of 90 days is recommended. Keep in mind that all agreements can be extended with the consent of the parties.

3.4 CANCELLATION OF THE AGREEMENT

Cancellation of the agreement can ONLY be done by the Broker. If a buyer wishes to cancel their agreement with the Brokerage Agency, explain to them that they will need to speak to the Broker in order to accomplish that. It will be the policy of the Brokerage Agency to try to assign the buyer to a different agent if they are unhappy with their current arrangement. It will always be the policy of the Integrity Homes Real Estate Group to try to save the client.

3.5 RESERVED PROPERTIES

Reserved Properties: If a buyer has been previously negotiating on a property prior to signing the Buyer Representation Agreement and wants to exclude that property from their agreement, management will allow the exclusion for a period of 7 days. After that time, the Integrity Homes Real Estate Group will be compensated if the Buyer purchases that property.

3.6 SUBMISSION TO THE OFFICE

Upon signing of the Buyer Representation Agreement, the complete file for the Buyer must be turned into Skyslope within 48 hours as well as loading a copy into Zip forms. The Agent may keep one set of all forms for their personal file, but the original signature copies must be turned into Integrity Homes Real Estate Group program of SKYSLOPE along with the other forms required to be signed by the buyer. The original signature forms shall be scanned into SKYSLOPE for their file, copies to be made and kept by the individual buyer's agents. This would include the IABS form as well.

3.7 CANCELLATION OR WITHDRAWAL

If the Buyer Representation Agreement is canceled or withdrawn, it is the obligation of the Buyer's agent to furnish a list of all possible properties under consideration that were presented by Integrity Homes Real Estate Group and to protect that list of properties with a 180-day period. If the Buyer lists themselves with a different Brokerage Agency, the protected property list obviously is null and void.

3.8 OTHER BUYER'S AGENTS

If a Buyer that you encounter says they are working with a fellow associate, the fact that they do or do not have an agency agreement will not pertain (the buyer is working with who they say they are working with.) It is especially critical therefore, to ask if the buyer is working with another agent in our

firm or has signed a Buyer Representation Agreement with another Agency. If the buyer has signed an Exclusive Buyer Representation agreement with another brokerage firm, you may not pursue that buyer, except at their request as per the NAR Code of Ethics.

3.9 FEES

All fees charged to the buyer must be approved by Integrity Homes Real Estate Group. All checks obtained from the Buyer for fees shall be made payable to Integrity Homes Real Estate Group. All fees paid by the buyer must be reported on the HUD closing statement.

4.0 SHOWINGS, OPEN HOUSES AND PROSPECTS

4.1 SHOWINGS OF AGENCY LISTINGS

- a) All showings of occupied properties are to be by appointment or at the direction of the seller. If the seller authorizes showings through the MLS, then those directions must be in the Agent Remarks.
- b) If you arrive at a home and your buyer does not want to inspect the interior, it is common courtesy to contact the listing agent and inform them that your buyer has opted not to view the property.
- c) So that the owner is aware of your identity, leave your business card at every showing. We recommend that you put the date and time on the card.
- d) It is always in your best interest to be courteous to all property owners. Do not make any remarks or give opinions about price, conditions, or the listing agent. Extend all the courtesies you would hope **your** owners would receive from your associates.
- e) You may show an Integrity Homes Real Estate Group property unless there is a signed purchase agreement accepted by both owners and buyers. If there is an existing counter offer you may still show the property with the **seller's permission** through the listing agent. In the event that the seller requests back up offer, property may be shown with notification of the listing agent.

4.2 SHOWINGS OF AN MLS OR CO-OP AGENCY'S LISTING

- a) All showings of listings within the MLS should be arranged in accordance with MLS instructions.
- b) If you arrive at a home and your buyer does not want to inspect the interior, it is common courtesy to go to the door and inform the owner, in person or in a note that the prospect has chosen not to inspect the home. If the seller is not at home, leave the note and your business card in a prominent place in the home.
- c) Be sure to leave your business card if requested by the agent or the sellers with the time and date of the showing. If you simply previewed the property write "Preview" on the card so that the sellers and agent know the purpose of your being in the home.

- d) It is in your best interest to be courteous to the owners of all properties. You should not make any remarks or give opinions about price, conditions, Agency or listing agent. Extend all courtesies you would hope your listing would receive from the MLS associates.
- e) You may show an MLS property unless there is a signed purchase agreement accepted by both owners and buyers. If there is an existing counter offer you may still show the property with the seller's permission through the listing office agent.

4.3 PROSPECT PROTECTION

- a) A buyer who currently has a property listed with the Agency will be the listing agent's prospect until their property is sold and closed or the listing expires unless the buyer specifically requests to be released from the obligation to work with their listing agent on the buying side.
- b) Ad calls and sign calls are to be directed to the appropriate listing agent. (This may not be true for your Agency so pay close attention here)
- c) In the event an agent on floor needs to answer questions for another agent who is not readily available (the caller specifically asks for an unavailable agent) **the floor agent will provide the service as a courtesy to the fellow agent.**

4.4 VACATIONS / ABSENTEEISM

- a) You will want to arrange for the Broker or other Agent to take care of your business when you are unavailable. All arrangements between agents as to the handling of buyers, seller, and the resulting commission division, will be in writing prior to the consummation of the transaction.

The details of that written arrangement are entirely between you and the appointed agent. A copy of your arrangement will be given to your broker. If no arrangements are made the Agency policy will be:

- Agent B shows homes for Agent A and the client buys a home; Agent A will share 10% of commission with Agent B.
 - If Agent B lists a home for Agent A, Agent B will receive 10% of listing commission.
 - It is important to cover for your associates to keep the client at Integrity Homes Real Estate Group. Agents are much more willing to help in a professional manner if they are being compensated for their time.
 - The Brokers will cover your closings and offer presentations on listings.
- b) When floor agent or open house agent has initial contact with new prospect, agent is to inquire if "you are currently working with anyone with our firm?" If prospect is an active prospect or seller of another Agency agent, our agent is to act appropriately and contact other agent.

4.5 OPEN HOUSE PROSPECTS

OUR AGENCY POLICIES:

a) Cooperation is a win-win situation for the sellers, buyers and Integrity Homes Real Estate Group Agents. Therefore, the following are recommended guidelines for handling situations for Integrity Homes Real Estate Group open houses with prospects entering and viewing the open house.

1. Any Integrity Homes Real Estate Group Agent may show your listing to a prospect during an open house without an appointment. If a sale results from the showing to that prospect, the full sales commission goes to that showing Agent.
2. If a Integrity Homes Real Estate Group Agent contacts the prospect in advance of the open house and notifies the open house Agent that prospect (by name) will be coming to the open house, unaccompanied by Integrity Homes Real Estate Group Agent that Agent shall receive 100% of the sales commission, in the event a purchase agreement is written by the referring Agent which is accepted by the seller.
3. If in the event a Integrity Homes Real Estate Group Agent has been working with a prospect and has shown the prospect homes, developed rapport, encouraged the prospect to allow the Agent to arrange for the prospect to be shown homes of any interest, and prospect still enters a Integrity Homes Real Estate Group open house of another Integrity Homes Real Estate Group Agent, without previous notification, the Integrity Homes Real Estate Group Agent who had been working with the prospect will receive 100% of the sales commission. The purchase

agreement and follow up must be accomplished by Integrity Homes Real Estate Group Agent who had been working with the prospect. In the interest of professional courtesy, the open house Agent will contact the other Integrity Homes Real Estate Group Agent and report that prospect did come through the open house, was interested in it and that the Agent should follow up with the prospect.

5.0 OBTAINING AND PRESENTING THE PURCHASE AGREEMENT

5.1 DISCLOSURE OF SELLERS AGENCY RELATIONSHIP

Prior to writing or presenting an offer to purchase a property, remember to fully disclose the agency relationship that you are in at the time. If you are in an Intermediary Relationship be sure to get the parties consent to act in that position prior to writing and presenting the offer for or to the parties.

5.2 THE PURCHASE AGREEMENT

- a) The purchase agreement is the contract that sets forth the intent of both the buyers and sellers. It establishes the basis upon which the listing and sales agent, mortgage companies and attorneys process the sale.
- b) All purchase agreement addendums must be signed and attached by all parties and must be attached to the original purchase agreement.

- c) The lack of a complete understanding of all terms of the purchase agreement creates many of our later problems. Make certain all parties to agreement review the entire contract and make every effort to see that they understand the offer.
- d) Personal property inclusions and exclusions create problems also. Be exact and complete. The purchase agreement supersedes the listing agreement and the seller's statement of condition. If any fixture is not included specify that exclusion on the purchase agreement. Remember, all personal property included in the sale must be clearly defined in the purchase agreement or separate personal property bill of sale.

5.3 EARNEST MONEY

- a) The purpose of the earnest money is to commit the buyer to the purchase. The more earnest money, the stronger the buyer's commitment to complete the transaction. The Agency recommends a minimum of \$1,000 earnest money.
- b) Have earnest money checks payable to the Integrity Homes Trust Account.
- c) State regulations require that deposit of earnest money checks is to be done no later than the next business day after acceptance of the offer.
- d) If in the event an earnest money check is returned non-sufficient funds or other cause, the agent must notify the seller and brokers on both sides of the transaction immediately in writing of the returned check.
- e) Earnest money can be disbursed from the trust account only at the closing of the sale, or at the cancellation of agreement by the buyer and seller. An earnest money release consent form must be signed by all parties before the listing broker or Title Agency can release the funds back to the buyer. Disbursement can also be done by court order.
- f) Earnest money on a sale with a first right of refusal contingency must be deposited immediately after the agreement is signed by all parties. You cannot wait until the contingency is removed.
- g) Postdated checks and promissory notes will not be accepted without the written consent of the seller and the Broker.
- h) Improper handling of earnest money may be grounds for immediate dismissal of a Sales Associate. Improper handling could include failing to deposit earnest money by the specified time or falsely representing that the earnest money has been deposited.

5.4 REAL ESTATE TAXES

- a) It is recommended that the Sales Associate explain to the buyers about the Homestead Tax Reduction, and Elderly tax freeze if appropriate.
- b) Property valuations may change when a property is sold. **DO NOT MAKE REPRESENTATIONS AS TO FUTURE TAXES OR SPECIAL ASSESSMENTS.** It is impossible to guess the future actions of the taxing authority.

- c) It is recommended that sale associates verify with the county the seller's homestead property tax classification. Some taxes that are listed on the MLS sheets don't represent an owner-occupied status.

5.5 BUYERS SIGNATURES

- a) There may be an occasion when you are able to receive only the signature of one buyer. In this event, the contract should include the available buyers name and "or assignees." This eliminates the need to get additional signatures. However, make sure that the party who can contract (qualify for the loan) is the party who has signed the contract.
- b) All changes and corrections must be initialed by all parties signing the purchase agreement. **Never** sign or initial on behalf of the buyer or seller, even when you have been instructed to by either party.
- c) Fax signatures may be sought; however actual signatures are required as soon as possible. E signatures can be used for contracting the agreement as long as the document is coming from the buyer's email address. An original signature must follow. (Some title companies are requiring original signatures)

5.6 APPOINTMENT TO PRESENT THE PURCHASE AGREEMENT

- a) Offer on MLS Listing
 1. All offers should be typed or printed legibly and earnest money to be made payable to the Title Company. A copy of the earnest money check will be made and retained for office files.
 2. The listing agent/broker should be contacted immediately for presentation to the seller. In accordance with MLS rule 2.3 you will request to be present when the offer is presented.
 3. If you cannot contact the listing agent or their representative within the time frame of the purchase agreement, clear all personal presentations to the seller through your broker and subsequently through the listing broker or MLS chairman. Follow the rules of the MLS always.
- b) Offer on Agency Listing
 1. All offers should be typed or printed legibly and earnest money to be made payable to the Title Company.
 2. The listing agent should be contacted immediately for presentation to the seller. In accordance with MLS rule 2.3 you may request to be present when the offer is presented.
 3. If you cannot contact the listing agent within the time frame of the purchase agreement, clear all personal presentations to the seller through your broker.
- c) Interest Bearing Trust Accounts

1. Interest bearing earnest money or trust accounts are allowed under State Law. Certain procedures must be followed to set up this type of account.

4. All parties must agree in writing on the purchase agreement if the interest is to be paid to the buyer or seller or both. If these funds are to be held by an outside broker, his agreement shall be in writing as well. The procedures for setting up this type of account are requirements of State Law, Internal Revenue Service and local bank who set up the account. The cost of setting up the account will be paid by the person requesting the account.

5.7 WHAT OFFERS ARE TO BE PRESENTED

- a) Integrity Homes Real Estate Group Rules and Regulations require all offers on a property to be presented immediately. It is suggested that the purchase agreement be accompanied by an earnest money check.
- b) Oral offers have no validity in real estate transactions and if presented verbally, notify all parties that the offer is not binding until it is in writing. They are unenforceable. Purchase agreements will not be valid until all parties have signed and initialed any changes on the purchase agreement and addendums.
- c) In the event there are offers from more than one buyer, all the offers deserve equal consideration regardless of the sequence in which they were written. All offers should be presented at the same time if possible. The seller's agent does not have the authority to disclose to the buyer's agents or buyers that there are multiple offers without the written authorization from the seller. Upon that authorization, the listing agent will notify the buyers agents of the multiple offer situation and discuss how those offers are going to be presented. Each of the buyer's agents should have the opportunity to present their buyer's offer. If the offers are from buyers that the listing agent represents as well and there appears to be a conflict-of-interest potential, the Broker must be contacted for possible presentation of those offers.
- d) In the event there is an outstanding counteroffer on a home, a new offer must be presented if received prior to the acceptance of the counteroffer by the first buyer. The acceptance of the new offer should be contingent upon the cancellation of the existing counteroffer.

5.8 PRESENTING THE OFFER

- a) The listing associate has the right to present the offer. The selling associate may be asked to present the offer.
- b) As listing agent, your primary legal responsibility is to represent the seller. Be certain to meet that responsibility. Don't let those few "little details" slide. They may create legal and financial problems for you and our seller later.
- c) Prepare a "Seller's Estimate Closing Statement" and go over it with the seller. A copy of a signed "Sellers Estimate Proceeds" must be in the Agency file in case another associate is covering your closing, being certain the facts are correct to the best of your ability. This should be signed prior to the acceptance of the offer so that the seller can determine if the price will allow him/her to sell without bringing money to the table.

5.9 ACCEPTANCE OF COUNTER-OFFER

- a) An offer may be accepted, rejected or countered by the seller.
 1. If the offer is accepted without change, have the seller sign it. The original purchase agreement, addendums, and the earnest money are held by the listing firm. The seller receives a copy. The selling agent delivers a copy to the buyer and keeps a copy.
 2. If the offer is changed it becomes a counteroffer. In the case of a counteroffer the seller should sign the agreement and the counteroffer. The counteroffer is only a sale when it is signed by the buyer and delivered to the seller or their agent. Copies should be distributed as in 1 above.
 3. Never take the verbal assurance of another agent that something "will be O.K. with the buyer. Don't bother to change the agreement." Get the change made on the purchase agreement counter-offer form with signatures, initials, dates, and times; if you do not, you may be legally and financially responsible.
 4. When an offer is rejected, all forms and earnest money checks are to be returned to the sales agent and copies will be given to the office manager and kept for the 4 years required by TREC.
- b) **Never sign or initial papers on the behalf of the buyer and seller, even when you have been so instructed to by either party.** Never make any changes after the purchase agreements have been signed by the buyers and the sellers, except with specific instructions to make changes by buyers and sellers and have buyers or sellers initial the changes made. These changes should be dated if different than the offer acceptance date.

5.10 PURCHASE AGREEMENTS

The sale begins and ends with the Purchase Agreement. If the Purchase Agreement is not complete or it is not completely understood by both Buyer and Seller, the chances of a good closing are very remote. Write legibly, type where possible or use electronic forms for a clean copy. Re-read the Purchase Agreement, be sure it states, without a doubt, what the client intended. Your sale will be closed according to the terms in your Purchase Agreement. When accepted, the Purchase Agreement becomes a binding contract.

Should Terms or stipulations be changed in the Purchase Agreement, the listing agent must have an addendum showing the change with times and dates, signed by the Buyer and Seller, in the file prior to closing.

- a. All accepted Purchase Agreements must have the following information pertaining to buyer and seller.
- b. Purchase Agreements must have ALL BLANKS Filled in. The Associate will be held accountable if there are errors in the agreements that cause a problem with the transaction.

- c. If offer must be sent out of town for "signatures", a copy of offer with acceptance fax may be substituted pending original offer being signed and returned for our files. If the transaction is being completed through a digital format, original signature will be needed by the time of closing.

5.11 CANCELLATION OF A PURCHASE AGREEMENT

- a) A written offer, including the clause "null and void and the earnest money is to be returned to the buyer," may not legally cancel a purchase agreement. A purchase agreement will be legally canceled by a written agreement to cancel between the buyer and seller or by a court order. Associates are required to have a cancellation agreement signed in the event of an agreement being declared "null and void."
- b) A Mutual Release is to be used when an agreement is canceled. When it is completed turn it in to the Brokers and they will disburse the earnest money according to the agreed terms of the cancellation agreement. This form is to be signed by the buyer, seller, listing agent and broker.
- c) Always discuss any pending cancellations with your broker.
- d) Earnest money will not be refunded or disbursed until it has been verified that the earnest money check has cleared the buyer's bank. This may take ten or more business days. Upon verification of check clearing the buyer's bank, the earnest money will be disbursed as the cancellation documents instruct the distribution.

5.12.1 REJECTED OFFER

- a) If an offer is rejected by the seller or a counteroffer rejected by either the buyer or the seller, make sure that the file is documented and correspondence is placed in skyslope using the email feature on the offer or counteroffer. It is professional to alert the other party that the offer has not been accepted by the seller or a buyer's acceptance on the counter offer even if the rejection is not written by the party.
- b) Rejected offers on Agency listings must be turned into the office and retained for 3 years.
- c) If a contract results, the rejected offers on the Agency listings must be kept in the transaction file for 3 years.

6.0 CLOSING PROCEDURES

6.1 COMPLETION OF SALES INFORMATION

- a) Allow enough time to close the transaction. Allow time to have an inspection done, a title opinion rendered to clear title and to prepare the closing papers. If there are delays because of counteroffers, getting out of town signatures, etc. change your closing date and be sure to notify all parties of the change in writing and signed by all parties. Be sure to monitor the contingency deadlines carefully and if a delay is possible contact all parties well in advance so that appropriate accommodations can be made.

- b) The buyer will make arrangements for placement of the loan application.
- c) The agent then follows each transaction and maintains contact with the lender through the approval or rejection of the loan application.
- d) The agent will notify the listing agent when the loan is approved and provide a final loan commitment. That commitment should only be subject to the appraisal of the property.
- e) In the event an appraisal is low, the agent will be informed by the lender and will be expected to negotiate between buyer and seller. If negotiation is possible, the new offer will be resubmitted to the loan Agency for approval. If renegotiation is impossible, listing agent should be informed so various charges incurred may be paid and property may be put "back-on-market." (Note...if you are using a form that does not allow for renegotiation in the 3rd party lender form, for example...then this paragraph will not be initiated.)
- f) In the event a loan is rejected, the listing agent will be informed. He will be given the opportunity to work out any new avenues of financing, credit, etc. that may be available. All rejections will be discussed with the agent BEFORE they are dropped, and the earnest money is refunded, and various charges are paid.
- g) On sales that have "fallen through" release forms are required; the agent will obtain all necessary signatures prior to the release of earnest money.

6.2 TITLE OPINION

The sales agent will coordinate the ordering of title insurance with the lender.

As well as notifying the lender of the Title Opinion request you will also instruct the Title Agency to forward a copy of the opinion to you, the sales agent, as well as the buyer. Upon receipt, it is given to the agent for review; **the agent is then responsible to put it in the Agency list file.**

6.3 ASSUMPTION PAPERS

This Agency will not accept any assumption transactions without the seller being released of full liability. If the seller indicates that they will stay on the loan, a release of liability will be needed from the seller on a form prepared by the Agency attorney.

When an assumption Purchase Agreement is accepted the associate will call the lender to see if the Buyer must be approved.

ASSUMPTION PAPERS CAN BE PREPARED ONLY AFTER BUYER'S LOAN APPROVAL.

The sales agent will have the responsibility to order and receive assumption papers timely in accordance with the scheduled closing dates.

The name of the lender and the LOAN NUMBER must be on the worksheet. Most lenders will not issue assumption papers until they are given a loan number.

The agent will review all aspects of the transaction with the Agency Broker.

6.4 OPTION PERIOD

TERMITE AND ALL OTHER INSPECTIONS, IF DESIRED BY THE CLIENT, SHOULD ONLY BE ORDERED BY THE BUYER. Only licensed and properly bonded companies should be offered as choices. The buyer should choose his or her own criteria for an inspector. The Agency will provide a list of inspectors that are licensed and bonded to the buyer. If the buyer chooses not to get an inspection, they must sign the decline of home inspection form.

6.5 AMORTIZATION SCHEDULES

Amortization schedules can be approved for the Buyer and Seller on all contract sales.

Both buyer and seller should date and sign final copy at closing.

6.6 FINAL CLOSING DOCUMENTS

Closing documents such as deeds, contracts, affidavits, declarations, 1099s etc. will be secured by the sales agent for signatures. Included will be an actual closing statement for the buyer and seller, prepared by the closing Agency.

All signed closing documents must be in the closing file at time of disbursement of all funds.

Filing and disbursement cannot be made until all funds are collected from buyer and/or seller.

ONLY QUALIFIED CLOSING COMPANIES WILL BE USED TO CLOSE A TRANSACTION.

6.7 DOWN PAYMENT

Transactions cannot be filed or recorded, nor any funds disbursed until such time as a personal check has cleared the bank account. Most title companies today will require certified funds. Make sure your buyer has that amount from the title Agency in time to get the certified funds to close.

Post-dated checks CANNOT be accepted and will be returned to associates. Checks cannot be held. All checks will be deposited the day they are received or the next banking day.

In the event there is a shortage of funds necessary to settle the transactions, the closing agent may hold the transaction and insist all funds be collected before filing.

The lender or closing agent will take care of the filing process in the event a new loan is being secured. When the lender's processing is complete, they will call the sales agent.

6.8 COMMISSION PAYMENT

Upon receipt of all closing documents, proceeds, and reporting of the sale to MLS; commission checks are written. Commission checks will be completed by the bookkeeper no later than 4:00 P.M. the next workday following the transaction closing. To receive your commission payment, you must turn the closing file into SKYSLOPE with all forms on the checklist signed by all parties. If there is a form missing, the ACH DEPOSIT will be withheld until the form is delivered to SKYSLOPE. As a note, it is always wise to double check your file along the transaction path to make sure all the signatures are in place on all the required forms.

6.9 EARLY POSSESSION BY AGREEMENT OR HOLD OVER BY THE SELLER

- a) **Do not give possession of a property to a buyer without a properly executed early possession agreement.** We must have the signed approval of the seller and buyer. Both should make sure they have proper insurance coverage on the real property and their personal property within the real property. Don't let the seller remain in the property after the closing without the properly executed hold over agreement being signed by all parties.
- b) Any money deposited under an early possession agreement shall be funds payable to the listing broker or directly to the seller.
- c) The moving of furniture or other possessions into a property prior to closing of a sale must be approved in writing by both the buyer and seller. The written agreement shall include that the seller is not responsible for the buyer's property. The buyer should have an insurance policy as above.

6.10 ATTENDANCE AT CLOSINGS

- a) The sales agent will be aware of their closings. **Attendance is encouraged**, as it is excellent public relations. It is best to stay in the background. The client appreciates your assistance. In the event you see that something is not in accordance with the purchase agreement, you should politely call this to the attention of the closer.

The sales agent will have the responsibility to order and receive closing papers in order to verify correctness, especially buyer closing figures and seller net proceeds.

- b) Upon receipt, the sales agent will review the closing statement with the client.

7.0 ORGANIZATIONAL AND ADMINISTRATIVE PROCEDURES

7.1 TERMS OF ASSOCIATION

All personnel acting in a sales capacity are "Independent Contractors." You are self-employed and are responsible for your own records and payment of State and Federal Income Taxes and self-employment tax. You will receive a 1099 tax statement from the Agency at the end of each year showing the total commissions paid to you. You must sign an Independent Contractor agreement yearly.

7.2 CONDITIONS TO ASSOCIATION

- a) State Law requires that all associates selling or renting real estate be tested and licensed by the State. You are responsible for keeping your license current by referencing renewal dates and education requirements to renew. The sales associate is responsible for the fee for renewing their own license.
- b) The Agency is a REALTOR® firm. We require that you immediately become a member in the LOCAL, STATE AND NATIONAL BOARD OF REALTORS® AND SUBSCRIBE TO THE CODE OF ETHICS OF THE NATIONAL ASSOCIATION OF REALTORS®. The fee to belong to those associations is at the expense of the sales associate. We also recommend you attend the many educational programs sponsored by the Board and required by the MAR with your CEU requirements.
- c) Licensee shall show proof to the brokerage that they have registered their assumed name, if there is one, with the TREC within 30 days of the beginning of the use of the assumed name.

7.3 CONDUCT OF AGENTS

To succeed in working with the public, you will want to present yourself in a professional manner.

- a) You will want to be neat in appearance and make every attempt to create a favorable impression. We suggest coats and ties for men when attending closings, especially, otherwise the attire should match the environment of the showings, i.e., land sales might require casual slacks and boots. Dresses, and dress slacks for women would be appropriate. Take pride in your appearance and avoid the wear of inappropriate attire when in the office. Your appearance not only influences your clients but other clients as well. Your inappropriate attire may cost an associate a client. Remember....your appearance should not distract from the transaction. In the appendix there is a "dress code" list of faux pas which will be enforced.
- b) A neat clean automobile reflects personal pride and organization.
- c) It is suggested that you carry your sales and listing materials in a neat portfolio.
- d) Most clients will be offended by your use of liquor or tobacco prior to or while you are counseling or representing them. You are encouraged to refrain from them even though your clients may be using them. Our office has established a "no smoking" policy for the comfort of our staff and clients. If employees or Sales Associates must smoke, we ask that you leave the office to do so. This policy also pertains to your clients when they are at the office.
- e) The use of any illegal drugs is not permitted and will cause immediate termination of association with the Brokerage Agency.
- f) Conduct of the associates within an office must be one of respect. Respect for each other's space, possessions, paperwork, and time. Do not think that just because someone's door is open, or they are in their cubicle that you are automatically welcome to come in and visit. Always ask for permission.

7.4 LIMITATION OF AUTHORIZATION TO AGENTS

The Agency is not and shall not be liable for any expenses or obligations incurred by associates, unless a specific written authorization is granted by the broker prior to the obligation being entered.

7.5 RESPONSIBILITIES OF AGENTS

As an "Independent Contractor," accurate representation of all facts is your responsibility. **A lack of accuracy will be at your expense.** You will also be responsible for any losses sustained by reason of your errors or omissions in connection with your preparation of documents in real estate transactions.

The Broker is explicitly responsible for the supervision and control of all the activities conducted on behalf of the sales associates as necessary to secure full compliance with the Real Estate Law, including but not limited to the supervision of salespersons in the performance of acts for which a real estate license is required. They are also similarly charged with the responsibility to supervise and control all activities performed by their employees and agents in their name during the course of a transaction for which a real estate license is required, whether or not the activities performed require a real estate license, such as those of an assistant.

To assist brokers to properly carry out their duty to supervise and control activities conducted on their behalf during the course of a licensed transaction, it is important for the broker to know and identify those activities which do and do not require a real estate license. This knowledge assists the broker to use licensed persons when required, and to extend and provide the necessary supervision and control over licensed and non-licensed activities as required by law and good business practices.

Broker knowledge and consent is a prerequisite to the performance of these unlicensed activities, since without these elements there can be no reasonable assurance that the activities performed will be limited.

These "Guidelines", when strictly followed, will assist licensees and their employees to comply with the license requirements of the Real Estate Law. They present specific scenarios which allow brokers to organize their business practices in a manner that will contribute to compliance with Real Estate Law. Brokers should be aware that it does not take very much to go from unlicensed to licensed activity.

7.6 AUTOMOBILE LIABILITY INSURANCE

As an "Independent Contractor" - you are responsible for sufficient insurance coverage. State law requires that you have insurance coverage on your automobile. We require that you carry at least a minimum of \$50,000/\$100,000 Bodily Injury with a \$50,000 property damage limit, however the Agency prefers coverage of \$100,000/\$300,000 Bodily Injury with a \$100,000 property damage limit. Please check to make certain you have proper coverage for your own protection. The Agency is not responsible for accidents.

7.7 TERMINATION

- a) When leaving the Agency, you must return all property given or assigned to you, including Policy and Procedure Manuals, training material, keys to the office, MLS key lockboxes, supplies and library materials.

- b) All unsold listings remain the property of the Agency or if the seller insists upon the listing being transferred to the new Agency if the agent is going to a different Agency, the Agency shall receive a 30% referral fee on those listings unless otherwise agreed to by the Broker and the seller.
- c) All commission pay-outs shall be subject to provisions to those in place. You are entitled to receive commissions on booked transactions that close after your date of termination. If you are unable to perform the necessary tasks to close the transaction, the Agency reserves the right to assign another associate the closing responsibility and compensate them up to 30% of your portion of the commission.
- d) The Agency shall be liable only for actual commissions received.
- e) The Agency shall withhold from the commissions otherwise due and owing any income advances, advertising overages, MLS charges, or other money owed the Agency by the associate.
- f) There will be no bonus commissions, trips, incentives, etc. paid to an agent once they are no longer licensed with the Agency.
- g) Severance is not effective under the licensing laws until the Department receives the notice of severance and the Sales Associates' license.
- h) If the licensee has an Agency email, i.e., xxxxx@agencyemail.com, the email will be discontinued immediately upon termination to the agent. The brokerage will forward the email to the Broker for one month after termination to guarantee that the Agency's business is handled. The personal emails will be forwarded to the email address provided by the licensee upon the termination.
- i) In the case of Buyer Representation agreements in place at the time of the Termination of the relationship, the Agency shall retain the buyers who have signed a buyer representation with the Agency. If there is no written agreement in place, the buyer can decide whether to work with the Agency or the agent who represented them previously.

7.8 ERRORS AND OMISSIONS INSURANCE

The Agency has Errors and Omission insurance. The agent is welcome to also obtain individual Errors and Omissions Insurance. If the sales associate terminates its relationship with the Agency. Under circumstances where the E & O insurance is called upon to cover the damage in a lawsuit or otherwise, the deductible will be split between the Brokerage and the agent when the suit is supported by the Brokerage Agency. If the error is solely that of the sales associate, and not condoned by the Brokerage Agency, the sales associate will be responsible for paying the deductible.

There may be circumstances where E & O insurance may not provide coverage, i.e., fraud, commercial environmental issues, or a transaction where the Sales Associate acted as the principal. In those cases, the sales associate will be responsible for the expenses that occur from the case.

7.9 AGENT EXPENSES

a) IT WILL BE AGENCY POLICY FOR THE FOLLOWING ITEMS TO BE PAID BY THE DESIGNATED PARTY:

ITEM	PAID BY
Thank You Notes on Agency Stationery	<ul style="list-style-type: none"> ▪ Integrity Homes Real Estate Group
Express Packages <ul style="list-style-type: none"> ▪ If we already have a copy of the Purchase agreement with signatures attached. ▪ If it is a requirement of a Relocation Agency or such. ▪ All Sales Contract to HUD/VA 	<ul style="list-style-type: none"> ▪ Integrity Homes Real Estate Group ▪ Agent ▪ Integrity Homes Real Estate Group
Business Cards <ul style="list-style-type: none"> ▪ 1st set of cards ▪ Each set thereafter 	<ul style="list-style-type: none"> ▪ Agent ▪ Agent
Signs	<ul style="list-style-type: none"> ▪ Agent
Any personalized item ordered	<ul style="list-style-type: none"> ▪ Agent

If you should have any question as to who pays for what, and it is not on this list, please ask one of the brokers or office manager and a decision will be made as to the responsible party.

7.10 OFFICE CONDUCT

a) In order to be a professional, one must act professionally.

At any given moment a client or other realtor could walk in, we shall remain and present the company in the highest respected manner. This is not only important because of walk-in traffic, but also since there are so many phone calls and opportunities that the client on the other end of the line may hear what is being said in the background. Some of the things we consider inappropriate are loud talking, talking with a negative “tone” in your voice, cursing, and addressing a complaint to another co-worker when others are present or could be present at any moment. We believe such confrontations must not occur. We would like everyone to address ANY complaints, comments, or frustrations directly to the Broker.

Respect yourself and one another!

7.12 COMPLAINT POLICIES

- a) Complaint against another real estate affiliated business.

No phone calls are to be made or letters written by sales associates to reprimand or complain about the actions or services provided by any real estate affiliated institutions or businesses. This would also include any real estate firm.

Any such justifiable reprimand or complaint will be first discussed with the brokers and such letter or call will be made or sent with broker input & consent.

- b) Complaints received.

- Telephone or letter complaint:

If a complaint is received by letter, the letter is forwarded to the Broker for review and will follow the same procedure at that point as it would for telephone complaint.

If a complaint is received by phone from a client, the member of the support staff tries to obtain as much information as possible if the Broker is not available. If the Broker is available, the call is immediately transferred to them. The Broker also makes an effort to obtain as much information as possible about the complaint. The Broker at that point will try to set up an appointment to meet with the caller at their home (with the client/customer if applicable). After the meeting, the Broker has a meeting with the sales associate involved to get their side of the story. Depending upon the complaint/problem, the Broker will try to resolve the situation by coming up with a solution after hearing both sides. If the parties involved in the complaint/problem all do not agree to this solution, it is referred to the mediation at the Board level. If an acceptable resolution is not able to be mediated, then the parties have the right to pursue other options.

- c) The sales associate must agree to cooperate and comply with any order as per the NAR Code of Ethics.

- c) If unfortunately, a lawsuit is filed, and the sales associate's conduct is determined to be at fault, the associate will be responsible for the judgments, damages, losses, costs, expenses, etc. incurred by the Agency in the defense of the lawsuit. They shall also be responsible for those costs even if they win, but are still responsible for the fee. The Agency shall be consulted regarding the defense of the case.

- d) If it is determined that the errors in the transaction are as a result of no-compliance of the policies/agreement it may be cause for suspension or termination from the Agency.

- f) In disputes between agents, any written agreement that was created to handle the dispute will prevail, i.e.. While the agent is on vacation, the fill in agent consummates the sale.

8.0 COMMISSION

8.1 COMMISSION SCALES

Providing a most competitive commission scale to our sales associates along with the finest in services, staff facilities and reputation is always our foremost desire at Integrity Homes Real Estate Group. Each agent will have their commission splits identified in their independent contractor's agreement. These commission splits are between the licensees and the brokerage and should be kept confidential.

8.2 COMMISSIONS PAYABLE

- a) The Listing and Selling Commission percentage referred to herein shall apply only to the real estate commission received by the Agency in connection with the sale or lease of real property by the sales associate. The commission shall be determined after all adjustments.
- b) On all Agency listings, the listing and/or selling agent(s) will be paid on the gross commission collected from the seller, less any adjustments.
- c) On sales of co-op listings, the agent's commission will be figured on what the Agency receives.
- d) Only licensed sales associates can be paid a commission. Any unlicensed assistants cannot be paid a commission and only can be paid salaries.
- e) The release of commission payments is contingent on the following to be issued:
 - a. Closing has been completed and check from title co (or other representative) has been received by the Broker.
 - b. SKYSLOPE has received and the file has been complete.
SKYSLOPE has been checked for accuracy and released for payment.

8.3 ADJUSTMENT IN COMMISSION

- a) Prior to any adjustment in the commission, the adjustment must be approved by one of the Brokers, or the adjustment will be deducted fully from associate's portion of the commission.
- b) On a co-op sale, when a commission adjustment is necessary, get the approval of your broker and the written approval of the co-operating Agency. The approved written adjustment must be provided to the closing agent of the transaction.

8.4 BENEFICIAL COMMISSIONS

NA

8.5 RENTAL AND LEASING FEES

NA

8.6 REFERRAL FEES - APPRAISAL FEES

NA

8.7 BONUSES

NA

8.8 DEFERRED COMMISSIONS

Prior management approval is required in all cases. Deferred commissions are definitely not encouraged.

- a) When all or part of the commission is received on an installment basis, the associate will be paid on the agent's earning bracket prevailing at the time of closing.
- b) The decision to defer a commission, in whole or in part, usually becomes a factor in putting a sale together. For this reason, the listing/selling agents, sales manager, and sellers as applicable, should be involved in drawing up the deferred commission agreement or have an attorney prepare a promissory note which will be recorded. A schedule of payments should be included in that document.

8.9 RIGHT OF AGENCY TO ADJUST COMMISSIONS AND/OR SETTLE CLAIMS, DISPUTES OR LITIGATION WITH THE PUBLIC

- a) Prior to closing, all commissions paid or due are subject to negotiating to settle claims, disputes, or litigation.
- b) After closing the Agency has sole discretion as to actions taken regarding claims, disputes or litigation.
- c) The sales associate agrees to immediately inform his/her broker of all pending or possible disputes, mediation, grievances, or litigation with the public and/or other brokers.
- d) The Agency Attorney will be used and cost shall be split between the Agency and the sales associate at the associate's commission percentage prevailing at time of sale.

8.10 INTER-AGENCY DISPUTES

- a) If two or more sales associates of the Agency have a dispute, it is recommended that the sales associates discuss the problem with each other.

- b) If necessary, all parties to the problem should meet with the broker and discuss the possible solutions to the problem in an attempt to resolve the situation. **Discussion among other staff or agents “seeking their advice” is inappropriate and will not be tolerated.**
- c) If necessary, management will resolve the dispute with a final decision given to all parties.
- d) It is recommended that the public should not be involved in the event of disputes between sales associates. Register any disputes with your broker. If an agreeable solution cannot be reached, the associate may request arbitration/mediation. If the sales associate takes a separate action outside the policies, that sales associate will be responsible for any expense incurred.

8.11 OUTSIDE BROKER DISPUTES

- a) In the event of disputes with other companies, the broker is to be notified immediately. In the case of a dispute that cannot be negotiated satisfactorily between the companies involved, the case will be submitted to the Arbitration Committee of the BOARD of REALTORS. All disputes must have management approval prior to submission to the Board. **Discussion among other staff or agents “seeking their advice” is inappropriate and will not be tolerated.**
- b) With the advent of mediation services, the Agency would reserve the option of mediation instead of the Arbitration Committee of the BOARD of REALTORS.

9.0 PURCHASE AND SALE OF PROPERTY FOR PERSONAL ACCOUNT

9.1 GENERAL INFORMATION

- a) For the purpose of commission divisions on all in-house transactions the commission payout is business as usual.
- b) Commissions received when the Agency negates all or a portion of the commission shall not be included in calculating commission brackets.
- c) All commissions shall be figured and collected on the adjusted payout, with the Agency portion being added to any associate portion and shown as commission income. The Agency shall then disburse to the associate that portion of the commission that it has agreed to pay and retain the adjusted amount.
- d) If you enlisted the assistance of another associate with your purchase or sale, that associate will have a claim on a portion of the commission, unless the assisting associate, in writing, waives their claim.
- e) Insert the following clause in your purchase agreements:

(Agent name:) is a licensed associate of Integrity Homes Real Estate Group purchasing (or selling) for his own account.

9.2 SALE OF PERSONALLY OWNED REAL ESTATE

- a) Any associate wishing to sell properties they own will list those properties with Integrity Homes Real Estate Group.
- b) Associates purchasing any type of listed property will share with the Agency at their commission percentage any commissions earned on the purchase.

9.3 RENTAL/LEASING OF PERSONALLY OWNED PROPERTY NA

10.0 ADVERTISING

10.1 CLASSIFIED ADVERTISING, CABLE TV AND INTERNET

All advertisements **MUST** comply with the Rules and Regulations governed by the State Real Estate Commission. If you are found in violation of those Rules you will be responsible for the fines/fees/etc.

§535.154. Advertising.

- a. For the purposes of this section, an "advertisement" is a written or oral statement or communication by or on behalf of a licensee which induces or attempts to induce a member of the public to use the services of the licensee or service provider. The term "advertisement" includes, but is not limited to, all publications, radio or television broadcasts, all electronic media including email, text messages, social networking websites, and the Internet, business stationery, business cards, signs and billboards. The provisions of this section apply to all advertisements by or on behalf of a licensee unless the context of a particular provision indicates that it is intended to apply to a specific form of advertisement.
- b. The following information is not considered an advertisement or advertising:
 - 1. a communication from a licensee to a member of the public after the member of the public agreed for the licensee to provide services, provided the first communication from the licensee contains the information required by this section; or
 - 2. real estate information, including listings, available to the public on a licensee's website, extranet or similar site that is behind a firewall or similar filtering software which requires a password or registration to access that information.
- c. An advertisement must clearly and conspicuously contain the name of the broker, either a business entity or an individual. For purposes of this section, the broker, or a salesperson sponsored by the broker, may use the broker's assumed name instead of the name in which the broker is licensed, if the assumed name is registered with the commission under subsection.
- d. An advertisement may not contain an assumed name unless a broker has registered that assumed name with the commission. If the broker's name or its assumed name includes a salesperson's name,

the advertisement must include another assumed name of the broker that does not include a salesperson's name, or the designated agent's name.

1. Two classified ads are to be written by the listing agent immediately at the time of the listing and distributed to the broker/administration for distribution to fellow agents before the sign is put in the yard and the home put into the MLS so that everyone has full knowledge of the property in case of a call by a consumer.
2. Ads will be submitted to Broker
3. Three to four photos (Integrity Homes Real Estate Group prefers as many pictures as possible) are to be taken by the listing agent immediately after listing the property. All photos will be upgraded when seasons change. It is the associate's responsibility to provide his or her own camera, film and processing.
4. No individual ads may be run without management approval.
5. When individual names are used for additional approved ads, it is the agent's cost to run the ad.

10.2 SIGNS

- a) Signs are an important source of prospects and should be on all homes for sale with name riders upon approval of the seller on the listing agreement.
- b) Sale Pending riders on signs advertise your success. Please use them after all contingencies (including financing) are removed. It is also advisable to leave your name rider up while the sale is pending.
- c) Personal name sign riders are important for directing calls. They may be put only on your own listings. The sign remains your responsibility and cost.
- d) No associate may remove another associate's name rider from a property.

10.3 SPECIALTY ADVERTISING

- a) After receipt of management approval, all specialty advertising is at the associate's expense.
- b) When individual names are used for approved classified ads, it is the agent's cost to run the ad.

10.4 AGENT AGENCY PHOTO

The Agency requires that current photos be on file for recognition ads. It is the responsibility of the Agent to schedule and pay for these photos.

10.5 BULK MAIL AND NEWSLETTERS / POSTCARDS

- a) Newsletters and postcards will be purchased by each agent. Your photo should be used on all orders.
- b) Inserts shall be prepared by agent and inserted prior to folding and sealing.
- c) Integrity Homes Real Estate Group will pay postage prepare up to Top 48 postcards each month. Each agent must provide addresses, phone lists and postcards.
- d) Mailing list shall be prepared and updated by each associate. Conflict of duplication shall be resolved by individual agents to avoid increased costs and disputes.
- e) Each listing is entitled to postage on 40 pieces, either at listing or after the sale, at the agent's choice.
- d) Integrity Homes Real Estate Group will provide a maximum of \$50 for bulk mailings per agent per month on a bulk mailing of not less than 200 qualified pieces of mail. A copy of the mail piece and bulk mail postal receipt must be submitted to the office manager to qualify for the appropriate credit to the agent's monthly account statement.
- g) Licensee shall always comply with the anti-spam rules and regulations and not jeopardize the Brokerage Agency email system, if used for marketing.

11.0 SEXUAL HARASSMENT POLICY STATEMENT

11.1 DEFINITION

Equal Employment Opportunity Commission defines Sexual Harassment as “unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature” when acquiescence is a condition of getting or keeping a job, a promotion, or a pay increase (quid pro quo harassment) or when it substantially interferes with employees’ ability to do their work (harassment that creates a hostile work environment).

11.2.1 POSITION STATEMENT

Sexual harassment in any format listed above will not be tolerated by Integrity Homes Real Estate Group Sexual harassment in illegal.

Racial, religious, and ethnic harassment will not be tolerated by Integrity Homes Real Estate Group. It is also illegal. For this reason, you must make sure that you do not engage in such harassment or in any behavior that could be interrupted as harassment by your co-workers.

Because harassment is a serious offense, Integrity Homes Real Estate Group will deal with these issues in the strictest of terms which may include termination if you are found to have engaged in such conduct.

11.2.2 PROCEDURES

If you believe you have been harassed, notify our Broker. Though a written complaint is not required, you must provide details about the dates, times, places, and witnesses to the harassment. All complaints will be investigated promptly.

The identity of the employee making the complaint as well as the identity of the individual accused of sexual, ethnic, racial, or religious harassment will be kept confidential. Information regarding the charge of sexual harassment and the investigation of that charge will not be made known to anyone who is not directly involved either as a party, a witness, or a member of the investigating team. Witnesses will be interviewed to elicit their observation and other relevant information. The alleged harasser will be interviewed as well. If the person concedes to the conduct, no further investigation may be needed.

Throughout the investigation of the alleged charge all parties will keep all information completely confidential and not discuss the situation with anyone other than the supervisor or broker.

If your complaint of harassment is found to be totally and completely without basis, appropriate measures may be taken against you. This should not discourage you from making a complaint if you believe you have been a victim of sexual, racial, religious, or ethnic harassment.

If the complaint of harassment is found to be valid the Agency attorney will be contacted to assist in the actions of the broker. The following steps are the customary steps the brokerage will follow:

- a) If sexual harassment DID occur:
 1. An appropriate penalty should be imposed that could include disciplining, suspending or firing the harasser.
 2. Corrective action should be documented, and the complainant informed that action was taken.
 3. If the individuals continue to work together, the complainant should also be instructed to report recurring or continuing harassment, and a supervisory employee should monitor the situation.

- b) If sexual harassment DID NOT occur:
 1. If an investigation proves inconclusive or no harassment is found, confidential letters should be issued to both the complainant and the alleged harasser informing them of the results of the investigation.
 2. The alleged harasser should be told that any retaliation against the complaining employee may be the basis for possible disciplinary action against him or her.
 3. If a determination is made that the complaint was clearly frivolous the complainant may face disciplinary action.

***BROKER'S NOTE:** Equal Employment Opportunity Commission has free literature on preventing sexual harassment. For free literature on preventing sexual harassment call 800 669 3362. If you have specific questions, contact EEOC at 800 669 4000 for the office nearest you.*

12.0 ARBITRATION AND ETHICS HEARINGS

- a) Cost: The cost of the arbitration filing fee will be the agent's responsibility.
- b) Any non-paid commissions that are in dispute will be held by the Brokerage Agency until an agreement has been reached.
- c) Ethics Hearing: If an Integrity Homes Real Estate Group agent is determined to have practiced unethical actions, this may be grounds for suspension or termination.
- d) In both a defendant and complainant situation, arbitration and ethics hearing costs such as awards, legal fees, etc. will be paid by the agent unless the broker is proven to have some liability in which case the fees will be split between the parties.

13.0 GOVERNMENT REGULATIONS TO BE FOLLOWED

13.1 FAIR HOUSING

Integrity Homes Real Estate Group will not tolerate any violations to the Fair Housing Law. Breaking those laws will be cause for immediate termination of the association.

- a) Agents agree to
 - Provide service without regard to race, color, religion, national origin, sex, handicap, familial status, or sexual orientation. Many states and localities have additional protected classes. Make sure you check for those.
 - Keep informed as to changes of the law.
 - Be inclusive in all advertising.
 - Inform clients of rights with printed materials and conversations.
 - Document efforts to provide professional service.
 - Refuse to tolerate non-compliance.
 - Learn about people who might be considered different by attending classes on working with multi-cultural clients, for example.
 - Take a positive approach to fair housing and follow spirit and letter of the law.
 - Be aware of discriminatory lending practices and report them.
 - To abide by the attached Fair Housing Laws found in the appendix.

13.2 DO NOT CALL COMPLIANCE PROCEDURES

Each agent will be responsible for accessing the Registry.

A. Overview:

In response to the Federal Communications Commission Report and Order Adopted on June 26, 2003 addressing the Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991, _____ Integrity Homes Real Estate Group will implement office procedures designed to demonstrate and ensure a good faith effort to comply with the national do-not-call rules.

B. Purpose:

By adoption and utilization of these compliance procedures, as well as all other necessary steps,

_____ Integrity Homes Real Estate Group will benefit from the “safe harbor” provisions of the national do-not-call rules, and will therefore not be liable for violations of the rule which are the result of error.

C. Required Procedures:

All individuals, employees, and affiliates telemarketing on behalf of the Agency or individual listed above shall comply with the national do-not-call rules and additional office procedures listed below:

1. All agents, when making a solicitation call, shall comply with the National do-not-call rules beginning October 1, 2003.
2. The National do-not-call list itself will be available at www.donotcall.gov. Or www.FTC.gov
All agents shall maintain a record listing the do-not-call numbers. Furthermore, all agents shall “scrub” (update) that record at least once every month.
3. Agents shall check the record before making any solicitation call.
4. Agents shall not call any telephone number contained on the record, unless they fit within one of the exceptions listed below. This applies to all calls, including those within and outside of Texas.
5. Agents may call any telephone number not listed on the record, but if the individual called asks to be placed on the “Agency” do-not-call list, agents shall honor their request, place their number on the record, and refrain from calling them in the future.
6. Agents shall allow the phone to ring for 15 seconds or four rings before disconnecting any unanswered call.
7. Agents shall transmit caller ID information for each call and shall not block the caller ID information.
8. Agents shall obtain express written permission before sending faxed advertisements.
9. Agents may call individuals whose number is recorded on the list if the agent has an “established business relationship” with them. The “established business relationship” exception allows agents to contact any client with whom they are currently conducting business and extends for a period of 18 months from the consummation of their last transaction. It also allows agents to contact those who have made an application or “inquiry” with them for a period of 3 months following their inquiry.
10. The established business relationship exception extends to all affiliated companies, employees or agents of the Agency if they are offering a service related to the type of service the Agency originally rendered.
11. Agents may call individuals whose number is recorded on the list if that agent has received explicit **written** permission to do so. The written permission shall be signed, and shall include the telephone number to which calls may be placed.
12. Agents may call individuals with whom they have a “personal relationship,” which means those “personally known” to them such as family members, friends, and acquaintances.
Note: in the case of a referral, it is not sufficient that the individual referred have a

relationship with the referring source; the exception only applies to the marketer individually and his or her personal relationships.

13. If agents call anyone under one of these exceptions, and the recipient of the call asks to be placed on the Agency do-not-call list, then that agent shall honor their request, place the number on the Agency do-not-call list, and refrain from calling them in the future.
14. Agents shall read the national do-not-call rules once each year.
15. Agents shall comply with all sections and requirements contained in the national do-not-call rules, including those not listed in these procedures.
16. Agents shall participate in training on these procedures and the national do-not-call rules when offered by the Agency.
17. Agents shall make a good faith effort to comply with the national do-not-call rules at all times.

14.1 RESPA

- a) Real Estate brokers and agents must comply with the Real Estate Settlement Procedures Act, (RESPA). Violators of RESPA will not be tolerated at Integrity Homes Real Estate Group. Anyone found violating the rules will be terminated. The following actions are allowed:
 - ✓ Allows a title agent to provide, during an open house, a modest food tray in connection with marketing information
 - ✓ Allows a home inspection Agency to sponsor association events when the representative from the Agency also attends
 - ✓ Allows you to jointly advertise with a mortgage broker if you pay a share of the costs in proportion with your prominence in the ad
 - ✓ Allows a lender to pay you fair market value to rent a desk, copy machine and phone line in your office to pre-qualify applicants
 - ✓ Allows a hazard insurance Agency to give you marketing materials such as notepads, pens and desk blotters which promote the hazard insurance Agency's name
 - ✓ Allows a title agent to pay for your dinner when business is discussed, provided that such dinners are not a regular occurrence.
- b) For additional information about RESPA laws, visit: www.realtor.org/RESPA

15.0 ASSOCIATION AFFILIATION

15.1 CODE OF ETHICS OF THE NATIONAL ASSOCIATION OF REALTORS

Inserted into the Policy and Procedures Manual is the Code of Ethics. All agents affiliated with (Integrity Homes Real Estate Group) shall read, understand, and adhere to the Code of Ethics.

15.2 MLS RULES AND REGULATIONS

The rules and regulations shall be strictly adhered to and followed. The sales associate is responsible for learning and applying those rules throughout every transaction. The appropriate forms shall be used whenever required.

Attendance at the MLS meetings is encouraged.

15.3 LOCAL ASSOCIATION OF REALTORS

The local association of REALTORS also has by-laws that must be adhered to. As with the MLS rules and regulations, the adherence to those by-laws. Those sales associates not following the MLS rules and regulations or the by-laws of the association are subject to termination.

16.0 EDUCATION REQUIREMENTS AND PERFORMANCE STANDARDS

17.1 AGENCY TRAINING

The office owns several educational books and CDS which lend themselves to everyday selling and listing activities. In addition, the state requires 21hrs of education per cycle to be certified. In addition, MAR requires that the agent complete: Code of Ethics, Fair Housing

18.0 SAFETY POLICIES

All associates are encouraged to be aware of unsafe situations and prepare themselves to avoid unsafe practices. Some suggestions are:

1. Get a prospect's full name, address, and telephone number at the first meeting. Ask to see their driver's license and jot down the driver's license number and the date of birth.
2. If you are meeting for the first time, or are otherwise concerned about a buyer or seller, ask the Broker, another Associate, or a personal assistant to accompany you.
3. Always have your buyers and sellers meet you at the real estate office, never at a vacant property, and use your car or take separate cars.
4. While showing a property, unlock the door and allow the prospects to enter first and always keep them in front of you.
5. Don't carry a lot of cash or wear expensive jewelry during showings and open houses
6. When leaving the office, always let someone know where you will be and how you can be reached.
7. Use caution and judgment. DO NOT put yourself in an unsafe or compromising position

POLICIES & PROCEDURES

ACKNOWLEDGEMENT OF RECEIPT

After reading each statement, initial on the line provided to indicate that you have read and understand that statement.

_____ I acknowledge that I have received a copy of the Integrity Homes Real Estate Group Policies and Procedures Manual. I understand that these policies and procedures replace any and all prior verbal and written communications regarding Integrity Homes Real Estate Group policies.

_____ I understand that the policies and procedures are confidential and may not be distributed in any way nor discussed with anyone who is not an employee or agent of Integrity Homes Real Estate Group.

_____ I understand that the contents of this policy and procedure manual is not a contract or implied contract with employees or agents.

Employee | Agent Signature

Date

Employee | Agent Name (Please Print)