

# REALTY ONE GROUP LEGEND

Policies and Procedures

We are proud you have joined Realty One Group Legend and we are excited to be your partner in building your career! We look forward to working with you and providing you with excellent support.

To assist you in becoming familiar with our company, we have prepared this Policy & Procedures Manual for your information and review. Whether you are new to the real estate industry, or a seasoned professional, it is important that you read and understand what is contained in this document. It is a requirement of all Realty One Group Legend Sales Associates and Employees to read, understand, and acknowledge this document.

The Policy & Procedures Manual contains general office information, company ownership details, mission statement, goals, objectives, Real Estate terms, company policies, listing/sales policies, and more. This will immediately clarify many things about the operation of Realty One Group Legend, and we encourage you to review this material often.

If at any time you have questions regarding your association with Realty One Group Legend, or any policy or procedure, please bring it to the attention of Management. At Realty One Group Legend, we have an open door policy. It is your responsibility to make us aware of your concerns. This includes not only the material in this manual, but any information you receive or question during your association with our company.

Thank you for taking the time to read this information. We are really excited you have chosen our firm and wish you success in your association with Realty One Group Legend.

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# Summary

Sales Associates are reminded that the broker is responsible for the acts of the sales associates. Each sales associate is expected to read and be knowledgeable of the Real Estate License Law of the State of New Jersey. All Sales Associates must follow these rules, regulations, and laws to the fullest extent, as well as the office procedures set forth herein.

It shall be the Sales Associate's responsibility to study real estate trends, financing, and sales methods and to update them as changes are made within the industry. Any cost of education will be the responsibility of the individual agent.

Sales Associates are independent contractors and as such are responsible for the payment of any income tax fines or fees or social security tax that they may accrue. Management has no obligation to hold any of these from their commission check. You are your own business!! Management recommends you maintain and track your expenses with the Personal Expense spreadsheet provided to you at onboarding. We also recommend you consistently maintain your own retirement plan throughout your career in real estate.

At Realty One Group Legend, ethics govern our professional relationship with our customers, clients and with our fellow REALTORS, both in this office and in others. Defined simply, the word ethics means moral principles, quality of practice. Each agent shall be knowledgeable about the REALTOR code of ethics set forth by the National Association of REALTORS, as well as the codes adopted by our local board(s) and the MLS(s). Every sales agent is required to abide by this code.

## **About the Company**

The Company is licensed by the NJ Department of Real Estate under the following name: Sadmin Realty Group LLC. The brokerage is a member of the National Association of REALTORS® (NAR), New Jersey Realtors®, North Central Jersey Association of REALTORS® (NCJAR) and the following Multiple Listing Services: NJMLS, GSMLS, Central Jersey MLS, Bright MLS, Flex (Monmouth) MLS, and Hudson County MLS.

# **Policy Manual Defined**

# **General Purpose**

The purpose of this policies and procedures manual is to establish a uniform system of daily conduct by and between us when dealing with each other, other members of the Company, our clients and members of the public. The material within the Realty One Group Legend Policies & Procedures Manual is confidential. Sales Associates are not to disclose this material to outside

brokers or agents; clients or customers; tenants or vendors; or to the public. Sales Associates are not to disclose any trade secrets of Realty One Group Legend or its affiliates.

## Responsibilities

You are responsible to work in accordance with the company's policies and procedures and follow the NJ Real Estate Commission rules and regulations. Your failure to comply with the policies and procedures within this manual may result in your termination from this Company.

All Sales Associates are required to read the Policy & Procedures Manual as part of their hiring and orientation to the company.

- All new Sales Associates, and all Sales Associates prior to the implementation of this
  document, are required to read the Realty One Group Legend Policies and Procedures
  Manual within Five (5) days of distribution.
- After reading the Policy and Procedures Manual, all Sales Associates are required to sign the Agent Acknowledgment Agreement, which states that they have read, understand, and will comply, and refer back accordingly, to the Policy and Procedures Manual when needed.
- This manual is only for the use of Realty One Group Legend Sales Associates and Employees.
   Sales Associates cannot send or provide the Policy and Procedures Manual, or any other manual, to anyone outside of the Realty One Group Legend office without the express permission of Management.
- If there is any confusion regarding the material, it is the responsibility of the Agent to discuss this with Management as soon as possible.
- Agents are not limited to only the material within this Policy and Procedures Manual. Agents are to adhere to any directive from Management, in either written or verbal form.

# **Changes in Manual**

This Policy manual may be changed from time to time. We will continually re-evaluate the contents and then update any legal requirements or necessary changes in operating procedures. Changes will be communicated and distributed through email to all Sales Associates. The most up-to-date policies at any time represent the Company's current Policy Manual.

It is the responsibility of the Agent to remain aware of, and review, any changes to the Policy and Procedures Manual.

## General Office Procedures

## **General Business Information**

#### **COMPANY BUSINESS HOURS**

Monday-Friday 9AM - 6PM Saturday-Sunday 10AM - 5PM\*

\*After above hours, there will be no on-site supervision. Broker/Management are reachable via email, text, or phone.

#### **OFFICE SECURITY**

Realty One Group Legend ensures the safety and security of employees, sales associates, and visitors by implementing a wide variety of security measures. The office is located in a secure building and uses key fob and keypad entry and a camera security system.

#### **CLOSING THE OFFICE**

The last person in the office will be fully responsible for closing the office including, but not limited to, shutting off the lights and locking the door. If the office is not closed properly, that person will be fully responsible for any loss or property damage.

#### **OFFICE FOB AND KEYPAD**

- All Agents and Employees are given a key fob to enter the office upon date of hire. Fee for the fob is \$25. Replacement fobs are \$30.
- Agents are to keep FOB secure at all times.
- Realty One Group Legend requires all Agents to sign a Key Fob Access Agreement form.
- When Agents terminate their working relationship with Realty One Group Legend, they are to return all key fobs immediately to the office.
- Realty One reserves the right to charge a \$50 non-return fee for lost property and may hold the release of the license until payment is received.

#### **HIRING**

New agents will complete an entire New Hire Package in BambooHR, 1099 Form, and sign an ICA Agreement. Managers must approve the hiring packet and sign the ICA agreement.

## **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

Realty ONE Group Legend is committed to equal employment opportunity in its business operations and employment practices. The company strives to comply with all applicable laws, prohibiting discrimination against any applicant or employee on grounds of race, ancestry, place of origin, color, ethnic origin, citizenship, age, creed, sex, marital status, family status, handicap, record of offenses, sexual orientation, or any other bias. In addition, every person has the right to be free from harassment in employment because of race, ancestry, place of origin, color, ethnic origin, citizenship, age, creed, sex, marital status, family status, handicap, record of offenses, sexual orientation, or any other bias. This also includes the right to be free from unwelcome sexual conduct or solicitation made by individuals in a situation to confer, grant, or deny employment advancement or benefit.

#### **HARASSMENT POLICY**

**FIRM STATEMENT OF POLICY:** The company is committed to a collegial work environment in which all individuals are treated with respect and dignity and free from all forms of intimidation, hostility, offensive behavior, and/or discrimination, including sexual harassment. Everyone has the right to work in a professional atmosphere in which equal opportunities are promoted and discriminatory practices, including harassment are prohibited.

Sexual harassment and other forms of harassment are a form of discrimination and are prohibited by law. The company will not tolerate harassment engaged in by any employee of the company. Such discrimination or harassment may take the form of unwarranted/offensive verbal or physical conduct or verbal or written derogatory or discriminatory statements that may result in decisions affecting status, promotions, raises, favorable work assignments or recommendations. Such behavior, or the tolerance of such behavior, on the part of a broker/owner, management team or staff members violates the policy of this company and may result in termination.

## **UPDATING EMPLOYEE/AGENT RECORDS**

The Company maintains personnel records on all employees and agents. Employees and Agents have a responsibility to ensure that their personnel files are up to date. The Company should be immediately notified of any changes in name, address and telephone numbers.

If an agent does not sign a new contract when their anniversary is due for renewal, the old contract will extend automatically for another year and all the same terms and conditions will remain in effect.

#### Office Environment

#### **OPEN DOOR POLICY**

Realty One Group Legend maintains an open-door policy at all times. If you have any problems or suggestions regarding or related to the office or regarding real estate, the Manager or Broker is always available, as are the rest of the administrative and management staff.

#### **SMOKING**

Smoking is prohibited in all offices and common areas of the company premises.

#### **PETS**

Pets are prohibited in all offices and common areas of the company premises unless they are a service dog. This includes clients as well as agents/employees.

## **DRUGS AND ALCOHOL**

It is a policy of the Company to provide a safe and productive work environment that is free from the effects of drugs and alcohol abuse. Possession, use, sale or being under the influence of alcohol

or drugs on or off company premises while interacting with customers and clients is prohibited. No employee or agent shall report to work or remain at work while under the influence of an illegal drug, controlled substance, or alcohol. Likewise, the use, sale, manufacture, transfer, or possession of alcohol, illegal drugs, or controlled substance on the job, on Company property, or in Company leased or owned vehicles are prohibited.

Agents and Staff are reminded that established Company policies apply at Company-sponsored social events, and that Agents and staff should govern their conduct accordingly and act in a professional manner at all times. Violators will be subject to serious disciplinary actions up to and including termination of employment.

#### **PROFESSIONALISM WITH CLIENTS**

Realty One Group Legend is a professional company with a standard of ethics and professionalism.

At Realty One Group Legend, our image is extremely important. Our total image consists of how we look, how we conduct business and how we communicate to others. We ask all Agents and Employees observe the following policies while doing business with clients:

- Always wear a professional outfit while working with clients. We strongly suggest wearing logo apparel. Logo apparel can be purchased through zONE.
- Use pleasant or professional language while working with clients, customers or vendors.
- Never consult clients on areas you are not an expert. Educate yourself on the neighborhoods that you intend to work in and know the highlights that are offered.

#### **PROFESSIONAL VOICE**

Be mindful of the volume of your voice and your language. Most people talk much louder on their cell phone and office phones than is necessary. It is never appropriate to have a heated discussion while in the front office or any other common area of the office. Be aware of your tone of voice, especially on the telephone.

#### **PROFESSIONAL COURTESY**

Clean up after yourself: in the bathroom, kitchen area, conference rooms, or at your workspace. When gathered in a group, be mindful of others close by who may be talking on the phone or with customers. Telling stories about other customers or other companies' agents is not appropriate where the public may be able to overhear it.

#### **OFFICE SPACE**

The company provides conference rooms for client meetings as needed. The company uses an "open office" concept. Agents can come in and set up their laptops in the open work pods. Agents must make sure to clean up after they leave the workspace upon departure.

Private office space, such as offices and cubicles are available for rent. Desk rental is based on office location and the area chosen. An agent who hires an assistant must rent a desk for that assistant.

Agreement must be signed, and payments are made monthly via monthly billing. Please see management for details.

## **OFFICE EQUIPMENT**

Realty One Group Legend owns all the equipment. Should an agent damage any office equipment, it will be their responsibility to pay for the repairs or replacement. All Agents/Employees must keep the equipment in good shape.

#### **COMPUTERS**

Care of computers is a high priority in the Realty One Group Legend office and ALL Agents are to always maintain security and care.

- Computer use is subject to availability of computers. Agents are to operate computers for business use, and not for personal use.
- Agents are not to download or save anything personal onto the computers.
- Do not download any software on any computer.
- All Agents are to report any necessary computer maintenance or problems to Management as soon as possible.
- Agents are not to remove company-owned computers at any time from Realty One Group Legend offices.
- Make sure the computer you are using is logged off after use.
- Pick up all print outs before leaving the computer.

## **COPIERS**

Each copier in the office requires a copy code, which is assigned to you during your onboarding orientation. If your code is not working, please see management. Sales Associates are provided 100 black and white print/copies per month to be used for real estate business purposes only. Unused print/copy credits cannot carry over to subsequent months or transfer to another agent. Any additional black and white copies above the provided amount and all color print/copies shall be charged to the Associate licensee's monthly bill.

#### **SALES AGENT EMAIL**

Realty One Group Legend provides all Sales Agents with a company email address.

- It is the responsibility of the Sales Agent to use the email address for real estate business in a professional manner.
- Realty One Group Legend requests that Sales Agents do not use their personal email for Realty One Group Legend real estate business.

## **VOICE MAIL/MESSAGING SYSTEM**

All Agents will be assigned an extension to the office. All agents are required to learn how to receive voice mail/messages from the system.

## **VACATION**

Realty One Group Legend recognizes the importance of vacation time for all Agents. Since Agents have an independent contractor status, it is their decision when to take and schedule all vacation time. However, Realty One Group Legend requests Agents to do the following in consideration of the office.

- Realty One Group Legend requests that Sales Agents notify Management at a minimum of two weeks in advance of any pending vacations as a professional courtesy.
- If not part of a team, the Sales Associate is responsible for arranging coverage with another Sales Associate on their current business and should monitor their sales activities with that Sales Associate during their vacation.

### **SICK TIME**

No one can anticipate an illness. Under all circumstances, in the event a Sales Associate is unable to handle his/her sales activity due to sickness, Realty One Group Legend requests the following:

- The Sales Associate must notify Management as soon as possible when they are ill and unable to perform their obligations toward maintaining a listing, completing a sale, conducting a scheduled open house, etc.
- Sales Associate is responsible to find coverage for their sales activities.

# **Additional Requirements**

THE FOLLOWING IS UNACCEPTABLE AND MAY RESULT IN IMMEDIATE TERMINATION:

- Stealing or attempting to steal company property or the property of other employees or clients.
- Bringing firearms, ammunition or weapons of any kind on company property.
- Intentionally destroying or damaging company property.
- Engaging in immoral conduct or indecency.
- Breaking any laws, Real Estate rules, or code of ethics will be unacceptable. If you break the law, you, the agent, will be fully responsible for your behavior.

# Sales Agent Duties and Responsibilities

Realty One Group Legend has outlined this section of the manual to assist Sales Agents with expectations and licensing requirements. In addition, this section gives other Employees an understanding of the Sales Associate duties and their Independent Contractor status.

## **Sales Associate General Requirements**

#### **Sales Associate Definition**

This manual refers to both Broker Associates and Sales Associates as Sales Agents or Agents.

- All Sales Agents have the status of independent contractor.
- No Sales Agents qualify for employee status and employee benefits.

## **Independent Contractor Defined**

You have signed an Independent Contractor Agreement with the Company and are associated with this Company as an Independent Contractor. You do not have an employee-employer relationship with this Company. You are considered an Independent Contractor for tax purposes and will receive a 1099 at the end of each calendar year. The Company will NOT withhold taxes or Social Security from your compensation. Payment of taxes and Social Security contributions are your responsibility.

## **Sales Agent Term of Association**

You are associated with the Company for a 6-month term, if at 70/30 split or a one-year term, if at a 100% commission split. Except where it is otherwise expressly agreed in writing with the Company, the agreement will automatically renew and lock in the respective term, per the Independent Contractor Agreement. Either party may terminate your association at any time with or without cause or reason at any time and without notice.

Realty One Group Legend will terminate the association if the Sales Agent:

- Violates any laws
- Commits any illegal acts
- Violates the Code of Ethics
- Blatantly violates the policies in this manual
- Fails to communicate with the Realty One Group Office for an extended period without contacting Management

#### **AGENT TERMINATION**

Should an agent choose to transfer to another real estate company, s/he must give written notice according to your contract.

Once management receives notification, the agent must complete an "Agent Transfer" form and be deactivated as well as completing all items listed on the Agent Termination Checklist.

Prior to the office releasing the agent's license back to the State, the following criteria must be met:

- All outstanding bills must be paid in full. If legal action is required, the attorney fees will be paid by the agent.
- If there are any outstanding bills and not enough security deposit, we are entitled to keep any contracts or listings to stay in the office.
- All Under Contract (pending) transactions at the time of agent's departure are considered Realty One Group Legend's properties
- At the time of closing, the checks must be received and made payable to Realty One Group Legend and at that time, the agent will be entitled to their commission based on the agreement between Realty One Group Legend and the agent.
- Agent must provide to the Broker all the necessary paperwork to close the file that is Under Contract and contact the attorney to collect checks and the closing disclosure (HUD) to complete the file. Realty One Group Legend is a portion of the commission, per the Independent Contractor Agreement. (Refer to Independent Agent Contract)
- If agent does not have pending business, failure to receive payment may result in legal action, and all attorney fees will be paid by Agent.
- Upon leaving, office space must be left clean and in good condition.
- The office key fob(s) must be returned.

\*ALL FEES & SERVICES ARE SUBJECT TO CHANGE FOR IMPROVEMENT ALL REALTY ONE GROUP LEGEND AGENTS & EMPLOYEES MUST FOLLOW ALL RULES AND REGULATIONS OF THE REAL ESTATE COMMISSION.

## **NON-COMPETE**

Subsequent to termination, the Agent shall not solicit or recruit:

- A. Any agent, affiliate, partner, or employee currently affiliated with Realty One Group Legend for a period of 2 years after termination.
- B. Any listings which are property of other Agents within the Company; or
- C. Any clients (buyers or sellers) who are the clients of other Agents within the Company.

# **Real Estate Commission License and Requirements**

You are required to maintain a valid New Jersey real estate broker or salesperson license in good standing while associated with this Company. If your license expires, you may not engage in any activities on behalf of the Company for which a real estate license is required. The Broker may designate another Sales Agent to handle your prospects, listings and transactions during any time your license lapses, and allocate such reasonable compensation to that Sales Agent for work performed. The Broker is charged by NJ law to review, supervise and manage the activity of all Sales Agents. The Broker may rely on management and staff support to perform this function. You are expected to cooperate with management and administrative staff in the handling of files and documents.

## **Professional Associations**

## NORTH CENTRAL ASSOCIATION OF REALTORS® (NCAR)

It is required that you maintain a current membership with the North Central Association of REALTORS® at your own expense. Membership is billed annually through NCAR.

#### **MULTIPLE LISTING SERVICE(S)**

The Company is a member of the New Jersey Multiple Listing Service (NJMLS), as well as Garden State Multiple Listing Service (GSMLS) and Monmouth County Multiple Listing Service. As an associate with this Company, you must join the NJMLS and GSMLS first and foremost. As an MLS member, you are required to be familiar with, and adhere to, the rules and regulations of the MLS. A copy of those rules and regulations can be obtained through the respected MLSs. If you fail to comply with those rules and regulations, or fail to pay your MLS bill when due, you and/or the Company may be fined, suspended or expelled, and your listings may be removed from the MLS. You will be responsible for payment of any and all fines levied against you and/or the Company resulting from your noncompliance. Furthermore, your noncompliance may result in your termination from the Company.

## **Limitation of Authorization**

Broker Associates and Sales Associates are limited in their authority and are subject to the authority of the Realty One Group Broker of Record and the NJ Real Estate Commission. Therefore, they:

- Are limited to real estate sales activities
- Are unable to act in the capacity of tax professionals, insurance agents, attorneys, maintenance contractors, or any other professional person when representing Buyers and Sellers in a real estate transaction unless they have a specific agreement with the Broker/Manager and if they have the proper credentials
- Cannot remove or copy proprietary files from the office without permission of Management
- Cannot destroy any listing or sales records

# **Agents and Fair Housing**

The Company is committed to equal opportunity, fair housing and complying with all applicable local, state and federal fair housing laws. To that end, we do not discriminate on the basis of any arbitrary classification, including, but not limited to, the following: Race, Color, Religion, Sex, Handicap or disability, Familial status, National origin, Sexual orientation.

It is the responsibility of all licensed Sales Agents to know the guidelines and laws regarding Fair Housing.

## **Agents and Antitrust**

Brokers do not have a "standard" transaction commission in our area. Each office sets its commissions independently by negotiation with the Seller or the Buyer. Accordingly, no individual Agent should suggest to Seller or Buyer that there is a "standard" rate charged in this area.

Under no circumstance should an individual with this office discuss with any individual from other offices, suggested commission rates charged to Seller or Buyer. \*\*\*\*No Commission structure of any kind can be advertised, either in print or in any other media. (ex...4%,5%,6%- Negotiable). No Associate should suggest to a competitor that if they perform or refuse to perform a certain act that brokerage firms in our area will "boycott" them. Any of these acts could be construed as a violation of Antitrust laws and subject individual and our company to severe civil and criminal penalties.

## **Agents and RESPA**

It is the responsibility of all Sales Agents to know the guidelines and laws regarding the Real Estate Settlement and Procedures Act (RESPA).

- Federal law requires all licensed Real Estate agents to meet all guidelines and laws regarding the Real Estate Settlement and Procedures Act (RESPA).
- We will not tolerate violations of RESPA in any real estate transactions/business of any Sales Agent.
- Sales Agents cannot promise or give referral fees to mortgage brokers, title companies, escrow officers, and/or any other person under the guidelines of RESPA.
- Sales Agents cannot receive referral fees from mortgage brokers, title companies, escrow officers, and/or any other person under the guidelines of RESPA.
- Sales Agent cannot pay any referral fees to non-licensed persons, and this includes attorneys.
- Sales Agents cannot advertise referral fees or other inducements.

If any Sales Agent has concerns regarding any activity that could violate RESPA, they are to contact Management immediately before proceeding further.

## Sales Associate's Assistants

An Associate licensee may choose to retain employees or unlicensed assistants to assist the Associate licensee. If an Associate licensee employs any principal, assistants and/or agents, the Broker/ROG is not responsible for the compensation or instruction of any employees or unlicensed assistants of the Associate licensee. The Associate licensee shall have a written agreement with an employee or unlicensed assistant which establishes the terms and responsibilities, including, but not limited to, compensation and supervision.

- The Assistant will be under the Agent's supervision as well as Realty One Group Legend's supervision.
- All Assistants will be treated as an Agent, if they have their Real Estate License, and must follow the Office Policy, Code Ethics, and Rules & Regulations of the Real Estate Commission.

- The Associate licensee agreement with his/her employee or unlicensed assistant shall be subject to Broker/ROG review and approval.
- If the employee of the Associate Licensee has a real estate license, that license shall be placed and held by the designated Broker/ROG, and they shall sign an individual Independent Agreement with the Broker/ROG.

## **Insurance**

#### **AUTO COVERAGE**

Realty One Group Legend does not pay or reimburse vehicle insurance for any Agents. Per their independent contractor agreement, Agent is to provide proof of Auto Insurance. It is the responsibility of the agent to maintain current automobile insurance on their vehicle and cover:

A. All automobiles, trucks or other motor vehicles used in connection with the services for One Hundred Thousand Dollars (\$100,000) / Three Hundred Thousand (\$300,000) for bodily injury / and Fifty Thousand Dollars (\$50,000) property damage.

#### **BUSINESS & LIABILITY INSURANCE**

Realty One Group Legend maintains business and liability insurance.

- The business insurance does not cover personal items of Agents.
- The business insurance covers certain articles in real estate transactions.
- The business and liability insurance does not cover misrepresentation, fraud, or illegal activity of Agents.

## **COMPANY ERRORS & OMISSIONS INSURANCE**

Realty One Group Legend carries Errors & Omissions Insurance that covers Sales Associates and Employees. The Sales Associate is expected to read and understand the E&O policy in their Independent Contractor Agreement and fully cooperate with the terms and conditions.

## **Sales Associate Commissions**

Upon successful completion of a closed sale or rental, you will be paid out of the fees and commissions earned by you, based on the terms in your Independent Contractor Agreement. Sales Associates will receive funds payable to them within one business day from the deposit date, IF THE CLOSING CHECK IS RECEIVED NO LATER THAN 12 PM. No checks will be issued unless all required transaction documentation, per the transaction checklist, is complete and uploaded into SkySlope. Specifically, the HUD/Closing Disclosure and a printout of the MLS showing the property closed status must be provided to the Transaction Coordinator, along with the closing check.

The Real Estate Commission rules prohibit Sales Associates from accepting any fee from any seller, buyer, lessor or lessee of real property in their name.

## Tax Reporting

At the end of each calendar year, or as soon thereafter as possible, the Company will provide you with an Internal Revenue Service Form 1099 setting forth compensation paid to you. Your income earned and expenses incurred have significant tax consequences. You are encouraged to get competent independent tax advice and keep accurate records of earnings and expenses.

# SALES ASSOCIATE COMMITMENTS

## **DUTIES**

All Sales Associates, in the Independent Contractor Agreement, have voluntarily agreed to:

- Read the Policies and Procedures Manual and sign the acknowledgement form
- Pay required fees by due date
- Attend required trainings and educational seminars
- Participate in office meetings to keep up-to-date
- Report all listings, sales, rentals, and referral activity to the Transaction Coordinator / ROG immediately

## **EDUCATION**

Realty One Group Legend feels that education is not only important to maintain a license, but to keep Agents from making serious mistakes in their real estate activities, which could lead to licensing problems.

Therefore, Realty One Group Legend requests all Sales Associates pursue and attend available real estate educational opportunities when offered.

- Sales Agents are required to maintain the education required for renewal of their real estate license (CE Credits)
- Sales Agents are responsible for educating themselves on all new legislation affecting Real Estate.
- WBNL Coaching Program
- The cost of all education is at the Sales Agent expense unless offered through Realty One Group Legend

# **AGENT'S MONTHLY BILLS/FEES**

Agents must pay their monthly bills/fees by the first of each month. If payment is not received by the 5th of the month, a 20% late fee will be applied. All charges are according to Sales Agent's Independent Contractor Agreement.

#### **OFFICE MEETINGS**

Realty One Group Legend conducts an office meeting around 5-8 times a year to educate and update the Sales Agents on what is happening in the company and industry, including any changes to NJ Real Estate Laws. The Broker/Manager normally conducts the meeting and occasionally invites guest speakers to present on a topic.

- Realty One Group Legend requires Agents to attend 4-6 of these meetings.
- Any agent, assistant, or staff member that does not attend the minimum required office
  meetings may be terminated. Exceptions are made if you are sick, have a pre-planned
  vacation, or have an emergency.
- Realty One Group Legend will notify Agents in advance of any change in the meeting times.

## LISTING & SELLING PROCEDURES

## Listings

All executed listings will be taken in the Company's name. The Sales Associate must follow MLS rules in placing the listing information in the MLS system within 24 hours of obtaining the listing. All MLS postings must have a listing agreement in place, SIGNED BY BROKER prior to upload. Pertinent information should be identified on the MLS listing sheet, such as lock box codes if applicable.

After successfully uploading to MLS(s), it is the listing agent's responsibility to upload original copies of the listing package into SkySlope for approval by the Transaction Coordinator. Required documentation includes:

- Fully executed listing agreements with any addendums
- Commission Splits form
- Dual Agency Disclosure form
- Properly signed and completed Seller Disclosures
- Signed Lead Paint forms

## **Office Exclusives**

- All office exclusives, open listings or otherwise, must be communicated with all members of the office.
- The original executed listing contract and feature forms and all riders should be given to the Transaction Coordinator or uploaded to SkySlope within 24 hours of obtaining the listing.
- All agents should be keeping their own files. The office file must have the original of any
  correspondence received, and a copy of anything sent in connection with the listing and/or
  sale.

## **Listing Commissions**

The Sales Associate should not take a listing fee for less than 5%, unless approved by the Broker. We typically offer out to the Buyer's Broker 2 to 2.5%, depending on the county and charge a listing fee. The listing fee varies, based on the cost of the property sold:

Sales Price		Broker Fee
\$0 to	\$300,000	\$150
\$300,001 to	\$450,000	\$200
\$450,001	& MORE	\$250

- The Sales Agent must disclose the commission split on the listing agreement and have a signed agreement by the Seller.
- The Sales Agent must disclose the co-broke commission split when entered into the Multiple Listing Service.
- The Sales Agent must disclose the co-broke commission split on all Offers to Purchase/Sales Agreements.

## **Listings/Sales Keys**

- Sales agents are responsible for keys for all listings and sales.
- No key tag is to list an address, only the code. Sales Agents are responsible for the key tag.
- It is the Selling Agent's responsibility to transfer keys to Buyers when their listings or sales close.

## Lockboxes

- Agents must take responsibility for obtaining a lockbox for their listing.
- Agents are responsible for placing lockboxes and removing once property is sold

Once a listing is active, the agent is responsible for properly Marketing the listing. See Marketing & Communications section in this manual for details.

# **Notification of Changes and Sold Properties**

The company must be notified of any changes to the listing agreement (price, date extensions, withdrawals, etc) and must be reported to the MLS within 24 hours using the standard Change in Status form.

- The Transaction Coordinator must be informed of any and all changes that pertain to your listing contract, and a copy of a fully executed "Change of Status" form must be signed by Manager/Broker and Client and uploaded to SkySlope:
  - o Price Changes
  - Withdrawn Listings

- Expired Listings -Please notify the Transaction Coordinator that the listing has expired. If the listing is to be extended, a "Change of Status" form must be submitted.
- Back on Market- All the appropriate paperwork must uploaded and the Transaction Coordinator must be notified in order to reactivate the file.

\*AGENT WILL BE FULLY AND COMPLETELY RESPONSIBLE FOR ALL FINES AND FEES FROM MLS. THIS INCLUDES ALL FILES AND CHANGES NOT SUBMITTED TO OUR ADMINISTRATOR ON TIME THAT CAUSES A FINE OR FINANCIAL HARM FROM THE BOARD OR REAL ESTATE COMMISSION.

Immediately upon acceptance of a sale of a listed property, you must notify the MLS within 24 hours and change the status of the listing from active to under attorney review.

Our policy is that agents will never hold paperwork regarding contracts. All paperwork must be turned in immediately once under contract, along with any trust checks and pending sales paperwork to the Transaction Coordinator.

## **Good Faith Handling (Deposits)**

Realty One Group Legend DOES HAVE AN ESCROW ACCOUNT. Monies collected in the form of a check, regarding good faith deposits should be made out to Realty One Group Legend and provided to the Transaction Coordinator. Alternatively, the deposit can be made out directly to the Trust Attorney or Escrow Company. Please discuss with an attorney.

#### CHECK DEPOSITS

If providing to Realty One Group Legend, checks must be given to the Transaction Coordinator within 24 hours of signing the contract. If negotiations are in process, all checks must be deposited within 3 days even if there is only one signature on the contract. Agent must give the client a receipt. The receipt should reflect the Date, Property Address, Amount, Agent's Name and both signatures. Three (3) copies are made: one copy goes to the client; the second copy goes to the Agent; and one to Broker.

When requesting the funds to be returned, the agent must verify who the check is to be made out to prior to making the request to the Transaction Coordinator.

#### **CASH HANDLING**

When accepting cash for a transaction, a receipt shall be issued to the client listing the client's name, address, amount, transaction type, date received, and must be signed by the ASSOCIATE LICENSEE and client.

A copy is left with the client and a copy will be submitted to the BROKER/MANAGER along with the cash sum. A second receipt will be issued by the Broker/Manager to the ASSOCIATE-LICENSEE showing when the cash was received, for what property, where it is to be applied, address of the property and name of the client and signed by both the Broker/Manager and the ASSOCIATE-LICENSEE.

The cash will then be properly deposited into the escrow account. A copy of this receipt will be given to the ASSOCIATE-LICENSEE and the original is kept for ROG LEGEND's Escrow files. Cash must be received within 24 hours.

## **Counter Offers, Canceled Contracts, And Release of Escrow Monies**

During negotiations on a sale, if a counter offer is in progress, and a second contract is submitted, the second contract must be presented to the seller.

Rejected/canceled offers must be reported and given to the Transaction Coordinator in a timely fashion, along with letters from both attorneys acknowledging the cancellation. Both letters from each attorney are needed in order to transfer any escrow money from our trust account to an attorney's trust account.

## **Closing the Sale**

Once a contract goes under contract, Sales Associates should go through the following steps to ensure smooth closing:

- Follow up on Mortgage commitment and be aware of commitment dates
- Order and follow dates carefully on termite inspection, structural inspection, and other inspections. Always go to the inspection! Make sure inspections are done in accordance and within the date as specified within the contract
- Accompany the mortgage appraiser and supply 3 proper comparable sales. Never send the appraiser unless you are with him!
- Two weeks prior to contract mortgage contingency date, obtain a mortgage contingency date extension and have it signed by both buyer and seller. If working with attorneys, coordinate these extensions and follow up!
- Obtain copy of the commitment and review details to ensure that it is a firm mortgage commitment without additional conditions.
- Order certificate of occupancy in accordance with the contract, if required.
- Create commission bill for title/attorneys.
- Do closing walk-through inspection with buyers
- Attend the closing.
- Obtain the commission check and give to Transaction Coordinator along with closing paperwork.

# **Forms Policy**

## MINIMUM FORMS REQUIRED

All forms must be fully executed by all parties (including Broker) and uploaded into SkySlope.

Listings (due within 48 hours of listing)		
Consumer Information Statement		
Dual Agency Agreement		
Listing Agreement(s)		
Listing Addendum		
Hold Harmless Form (if applicable)		
Sellers Disclosure		
Lead Paint Disclosure		
Commission Splits Form		
MLS print out		
Any referral paperwork		
Under Contract (Pending) (due within 48 hours after under contract)		
Signed Contract		
Any addendums		
Copy of MLS Listing		
Consumer Information Statement		
Signed Seller's Disclosures		
Informed Consent to Dual Agency		
Pre-Qual		
Copy of Initial Deposit (Trust Checks)		
Referral Paperwork, if applicable		

# Canceled Deals (must notify Transaction Coordinator within 24 hours of cancellation)

Cancelation letter from both attorneys

Copy of canceled contract

Trust Check request, if applicable

## Closed Deals (due within 48 hours of closing)

**Commission Statement** 

**Final Contract** 

Signed HUD/Closing Disclosure

Commission check (give to Transaction Coordinator)

Fully executed sellers disclosures

Fully executed lead paint form

All transaction paperwork related to file, uploaded

# **Identity Theft**

Identity theft is a growing concern. It is essential that you treat with care and confidentiality all files containing names, addresses, phone numbers, social security numbers, credit card information or any other personally identifiable information. You must assure that any files containing such information that remain in your possession be kept in a secure location and disposed of properly.

# **Maintaining Documents**

The policy is for all Agents to use Zip Forms for up-to- date forms. Management reviews company forms as necessary for changes. Agents are not to change or alter forms or policies without permission of Management.

- Agents are to keep all documents confidential at all times.
- Agents may fax, scan or mail only authorized copies of documents to appropriate parties, such as:
  - Clients
  - o Title/Escrow
  - Lenders
  - Government agencies

Realty One Group Legend must keep all real estate documentation relating to a transaction, including listing agreements, contracts, or any other documentation for 7 years.

## REFERRAL PROCESSES

There are many types of referrals in the real estate business. Referrals are the result of providing good service to clients and maintaining an ethical and honest real estate business. Realty One Group Legend encourages referrals at all times and maintains the following policies and incentive programs.

## Referral distribution

- Realty One Group Legend maintains a list of leads and the status of the referral.
- If an Agent accepts a referral lead, they become the client of the assigned Agent as long as they service the referral. Commission will be paid out, according to Referral Agreement.
- If the Agent fails to service the referral, Management reserves the right to reassign the referral.

## **AGENT RESPONSIBILITY**

- It is the Agent's responsibility to contact the referral within 2 Days.
- If the Agent is unable to make contact, the Agent should notify both the Broker/Manager and the referring party of the problem.
- If an Agent cannot handle the referral when given, the Agent should notify the Broker/Manager immediately so the Broker/Manger can assign another Agent to the referral.
- The referred Agent is to keep Management informed of the progress of the referral so that Management can update the referring party as necessary.

## **Referral Fees**

The following is the policy on referral fees. Realty One Group reserves the right to alter this policy if deemed necessary.

### FROM COOPERATING BROKER

- It is at the Broker's discretion to assign a referral to an Agent of their choice, unless the referring broker requests a specific Agent.
- The assigned Sales Agent for the referral must agree to accept the commission subject to the referral fee agreement that has been previously negotiated and will not later dispute the referral.
- To actively work the referral client with due diligence.
- To notify the Broker/Manager if there are any problems with the referred client.
- Accept that the Broker deducts the referral fee from any commission received by the Broker prior to the Agent being paid

## TO ANOTHER BROKER

- If an Agent refers a client to another broker, then the policy is to request a referral fee from the referred broker.
- Realty One Group Legend encourages referral fees to be negotiated between 25%-30% of the referred Broker Listing or Selling commission, and the Broker/Manager must approve the referral fee.
- The Broker deducts the referral fee from any commission received by the Broker prior to the Broker/Agent commission split.
- It is up to the Sales Associate to keep in contact with the referring agent and client on activity and follow up through closing to ensure monies and closing disclosures are received.

## **Referral Incentive Program**

Realty One Group offers a referral incentive program to their current Sales Associates for referring and recruiting another Sale Agent to our office:

- → Refer three (3) agents and receive \$100 credit monthly towards site access for a year!
- → Refer five (5) agents and receive \$100 credit monthly towards site access for two years!
- → Refer seven (7) agents and receive \$100 credit monthly towards site access for three years!

There are three (3) Key Factors involved in receiving credit for recruiting an Agent for our offices:

- 1) Agent must make contact with the recruit Document this contact whether done in person, via email, etc. (Things to document: name, date of contact, company, notes on conversation, etc.)
- 2) Set up an interview coordinate and confirm an interview with them and our Recruiter. You must ensure the Agent attends the appointment.
- 3) Ninety (90) days AFTER the agent is hired, and if the above procedures were followed, the recruiting agent will be entitled to a credit for the referral if the referred agent is in good standing with all of their dues.
- The new agent must stay for one (1) year and close (3) transactions.
- If the Agent decides not to join at that time, there is no referral credit due anyone.
- Should you continue to follow up with the Agent, document it and keep it for your records.
- If the Agent changes their mind 3 or 6 months later, you have to prove you have been specifically following up, preferably through writing. Agent will not be entitled to the Referral Credit otherwise. Agents cannot just give us a business card or a name of an agent you know or have done business with and then expect to receive the Referral Credit.

You will NOT be paid if you have not followed these procedures. These procedures are MANDATORY in order to receive any Referral Credit and there will be no negotiations or exceptions.

## MARKETING & COMMUNICATIONS

## **General Advertising Rules**

When Marketing yourself to the general public, it is important you remain in compliance with the advertising rules set forth by the Real Estate Commission, NJ Association of Realtors, and the company. It is your responsibility as a licensed Associate to keep up-to-date with these rules or ask Marketing for approval. Below are the general guidelines that must be followed when creating marketing materials for public use.

- In all advertisements that contain Sales Associate or broker-salesperson's name, the Broker/Company name must appear in larger print or displayed in a more prominent manner
- Sales Associate personal websites must link back to the Realty One Group Legend site or must display the office phone number and street address of the broker's office. The font size must appear as the same size as the predominant size wording on the page(s)
- Each phone number used in marketing must identify which number is which (i.e. home (H), office (o), mobile (M), etc)
- Sales Associates must use the office address for advertising. Advertisements should not include a "home office or other address"
- Business cards must have the Sales Associate's legal name, as indicated on their NJ Real Estate License. Any nicknames must be in quotes as part of the name and title must be present. Ie. Catherine "Cathy" Smith, Sales Associate
- Any advertising using the Realty One Group Legend trade name to attract the attention of the public must use the words "Each Office Is Independently Owned And Operated", except on "for sale" signs, small "spot" classified ads, and business cards
- Marketing must include the Equal Housing Opportunity logo and the REALTOR logo

# **Company Logo/Brand Identity**

Realty One Group Legend proudly displays their company logo and has invested significant amounts of time and money to build goodwill and brand equity in its corporate name. For this reason, the Company must be careful in determining how its name is used in public.

The following is the Realty One Group Legend logo policy.

- All Agents must use the "official Realty One Group Legend Company logo," and must obtain advance approval of any variations of the logo.
- The logo is available in electronic format via zONE.
- If Agents have questions on the logo use, they are to consult Marketing.

# **Agent Marketing Opportunities**

There are many marketing opportunities in the real estate industry today, and Social Media and Email have expanded these opportunities.

- For any marketing that includes bulk mail, fax, email, or calling, Agents are to read and observe the "Do-Not-Call" and "opt-out" policies.
- Agents must also observe the Agent Marketing policies in the next section.
- Marketing opportunities include, but are not limited to the following:
  - Open houses
  - Listing flyers
  - Business cards
  - Vehicle signage
  - Classified advertising
  - Specialty advertising
  - Community sponsorships
  - E-mail newsletters
  - Personal website
  - Social Media
  - Commercial bulk mail, such as
  - Postcards
  - Flyers
  - Brochures
  - Agent newsletters

## **Company Website**

The Realty One Group websites www.realtyonegroupnj.com and www.realtyonegrouplegend.com promote the business of Realty One Group Legend.

- All Agents and employees are to be responsible for reporting any problems with the Realty One websites to Marketing.
- Management determines the information posted on the Realty One Group Legend website.

## **Sales Agent Personal Website**

Sales Agents may use their own website for marketing their real estate business. However, a link back to the main company website is required. Links can be placed anywhere within the site including the footer.

#### **MARKETING PROPERTIES**

- All agents are responsible for their own advertising bills and marketing.
- Agents may market their property in the paper, magazine, mailings, signs, internet, media etc. \*\*\*\*No Commission structure of any kind can be advertised, either in print or in any other media. (ex...4%,5%,6%- Negotiable)
- Leads from any marketing/advertising, such as walk-ins or calls must go to the listing agent!
   No agent has the right to take the calls or walk-ins! These leads must be given to the listing agent
- Any agent that does help the receptionist by picking up the phone calls has no right to speak
  or discuss with that prospect another agent's property, problems, or any matter. The call
  must be put through the listing agent's voicemail.
- If an agent has an outstanding balance due the company, Advertising must be paused/stopped until the balance is paid.

### **SOCIAL MEDIA POLICY**

This policy governs the publication of and commentary on social media by associates of Realty One Group Legend and its related companies. For the purposes of this policy, social media means any facility for online publication and commentary, including without limitation, websites, blogs, WIKIs, social networking sites such as Facebook, Google+, Instagram, LinkedIn, Pinterest, Snapchat, TiKToc, Twitter, and YouTube. This policy is in addition to and compliments any existing or future policies regarding the use of technology, computers, email and the Internet.

Realty One Group Legend encourages employees and sales associates to share Realty One Group Legend information with co-workers and the general public. However, information posted on a website is available to the public and therefore, the following guidelines have been established for participation in social media.

 Respect. Demonstrate respect for the company, its customers, it vendors, its sales associates, and its employees. A social media site is a public place, and sales associates should avoid embarrassing readers, employees, customers, and vendors. Do not use ethnic slurs, personal

- insults, religious point of views, political tirades, or obscenity or language that may be considered inflammatory.
- Copyright Infringement. Copyrights protect the right of an author to control copying. It is
  illegal to reproduce and use copyrighted material through social media channels without
  permission of the owner. Never quote more than short excerpts and always attribute the
  work to the original author/source.
- Competition. Realty One Group Legend Sales Associates should not use social media to criticize their competition.
- Confidentiality. Do not use identity or reference company clients, customers, or vendors without express permission. Do not post pictures of company or client property on the internet without express permission. Do not disclose any confidential or proprietary information to the public.
- Quality. Use spell check! Get advice from people that are design savvy (Marketing) to get feedback on your social media/site. Give time to edit before posting too quickly. If in doubt about posting, let it sit or have someone else look at it.
- Privacy. Be sure to protect your privacy and adjust privacy settings to limit access to your posts. Be mindful of posting information that you would not want the public to see.
- Responsible. If you make an error, be up front about your mistake and correct it quickly. If someone accuses you of posting something improper (ie. Copyright material), deal with it immediately and remove it to lessen any potential future issues or legal actions.
- Enforcement. All internet advertising, including social media, must comply with the rules set forth by the NJ Board of Realtors, the rules and regulations of the Multiple Listings Services, and of the company. Violations to the NJBOR or the MLS may result in a steep fine and/or disciplinary actions to Realty One Group Legend, which in turn will mean a steep fine for you. It is best to remove a questionable post right away.

# Photography / Video

All photography and videos taken of agents while affiliated with Realty One Group Legend is company property and may be used in Realty One Group Legend advertising and marketing efforts, even after Sales Associate is no longer affiliated with the company.

## **ACKNOWLEDGEMENT OF POLICIES & PROCEDURES**

I hereby acknowledge that I have fully read and understand and will comply with the policies and procedures presented to me in this document. I also acknowledge that any questions I had/have about this manual were raised to management and answered. I also understand that this is a living document and the policies and procedures may be updated or changed at any time. I further understand that management may request that I review any revisions to this document and sign off again in the future, accordingly.

Janine April Amado	06/11/2024   1:47:02 PM PDT
Sales Associate or Employee Name	Date
Docusigned by: Janine Amado	06/11/2024   1:47:02 PM PDT
Janue Imado F692FCBF5D3E4D7 Sales Associate or Employee Signature	Date