



A L T A
REALTY GROUP CA

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement, dated _____, is made between Alta Realty Group CA, Inc. a California corporation ("**Broker**") and _____ ("**Associate-Licensee**"), with an effective date as of the date that Broker is licensed as a real estate broker by the State of California and Associate-Licensee has associated his license with Broker. In consideration of the covenants and representations contained in this Agreement, Broker and Associate-Licensee agree as follows:

1. **BROKER:** Broker represents that Broker is duly licensed as a real estate broker by the State of California, doing business as Alta Realty Group CA, Inc. Broker is a member of the National Association of REALTORS®, California Association of REALTORS® and multiple local Associations of REALTORS®, a participant to the CRMLS as well as other Multiple Listing Services. Broker shall keep Broker's license current during the term of this Agreement.
2. **ASSOCIATE-LICENSEE:** Associate-Licensee represents that: (i) he/she is duly licensed by the State of California as a Broker Associate, real estate salesperson, and (ii) he/she has not used any other names within the past five years, except _____. Associate-Licensee shall keep his/her license current during the term of this Agreement, including satisfying all applicable continuing education and provisional license requirements.
3. **INDEPENDENT CONTRACTOR RELATIONSHIP:**
 - A. Broker and Associate-Licensee intend that, to the maximum extent permissible by law: (i) This Agreement does not constitute an employment agreement by either party; (ii) Broker and Associate-Licensee are independent contracting parties with respect to all services rendered under this Agreement; and (iii) This Agreement shall not be construed as a partnership.
 - B. Broker shall not: (i) restrict Associate-Licensee's activities to particular geographical areas, or (ii) dictate Associate-Licensee's activities with regard to hours, leads, open houses, opportunity or floor time, production, prospects, sales meetings, schedule, inventory, time off, vacation, or similar activities, except to the extent required by law.
 - C. Associate-Licensee shall not be required to accept an assignment by Broker to service any particular current or prospective listing or parties.
 - D. Except as required by law: (i) Associate-Licensee retains sole and absolute discretion and judgment in the methods, techniques, and procedures to be used in soliciting and obtaining listings, sales, exchanges, leases, rentals, or other transactions, and in carrying out Associate-Licensee's selling and soliciting activities; (ii) Associate-Licensee is under the control of Broker as to the results of Associate-Licensee's work only, and not as to the means by which those results are accomplished; (iii) Associate-Licensee has no authority to bind Broker by any promise or representation; and (iv) Broker shall not be liable for any obligation or liability incurred by Associate-Licensee.
 - E. Associate-Licensee's only remuneration shall be the compensation specified in paragraph 8 and on the Attachment 1 hereto.
 - F. Associate-Licensee who only performs as a real estate sales agent, shall not be treated as an employee for state and federal tax purposes. The fact the Broker may carry workers' compensation insurance for Broker's own benefit and for the mutual benefit of Broker and

licensees associated with Broker, including Associate-Licensee, shall not create an inference of employment.

4. LICENSED ACTIVITY:

- A. All listings of property, and all agreements, acts or actions for performance of licensed acts, which are taken or performed in connection with this Agreement, shall be taken and performed in the name of Broker. Associate-Licensee agrees to and does hereby contribute all right and title to such listings to Broker for the benefit and use of Broker, Associate-Licensee, and other licensees associated with Broker.
- B. Broker shall make available to Associate-Licensee, equally with other licensees associated with Broker, all current listings in Broker's office, except any listing which Broker may choose to place in the exclusive servicing of Associate-Licensee or one or more other specific licensees associated with Broker.
- C. Associate-Licensee shall provide and pay for all professional licenses, supplies, services, and other items required in connection with Associate-Licensee's activities under this Agreement, or any listing or transaction, without reimbursement from Broker except as required by law.
- D. Associate-Licensee shall work diligently and with his/her best efforts to: (i) sell, exchange, lease, or rent properties listed with Broker or other cooperating Brokers; (ii) solicit additional listings, clients, and customers; and (iii) otherwise promote the business of serving the public in real estate transactions to the end that Broker and Associate-Licensee may derive the greatest benefit possible, in accordance with law.
- E. Associate-Licensee shall not commit any unlawful act under federal, state or local law or regulation while conducting licensed activity. Associate-Licensee shall at all times be familiar, and comply, with all applicable federal, state and local laws, including, but not limited to, anti-discrimination laws and restrictions against the giving or accepting a fee, or other thing of value, for the referral of business to title companies, escrow companies, home inspection companies, pest control companies and other settlement service providers pursuant to the California Business and Professions Code and the Real Estate Settlement Procedures Acts (RESPA).
- F. Broker shall make available for Associate-Licensee's use, along with other licensees associated with Broker, the facilities of the real estate office operated by Broker at 3416 Via Lido Suite E, Newport Beach, CA 92663 and the facilities of any other office locations made available by Broker pursuant to this Agreement.
- G. **PROHIBITED ACTIVITIES:** Associate-Licensee agrees not to engage in any of the following, but not limited to, Real Estate licensed activities without the express written consent of Broker: Property Management, Loan Brokerage, Business Brokerage.

5. PROPRIETARY INFORMATION AND FILES:

- A. All files and documents pertaining to listings, leads and transactions are the property of Broker and shall be delivered to Broker by Associate-Licensee immediately upon request or termination of this Agreement.
- B. Associate-Licensee acknowledges that Broker's method of conducting business is a protected trade secret.
- C. Associate-Licensee shall not use to his/her own advantage, or the advantage of any other person, business, or entity, except as specifically agreed in writing, either during Associate Licensee's association with Broker, or thereafter, any information gained for or from the business, or files of Broker.

- 6. **SUPERVISION:** Associate-Licensee, within 24 hours after preparing, signing, or receiving same, shall submit to Broker, or Broker's designated licensee: (i) all documents which may have a material effect upon the rights and duties of principals in a transaction; (ii) any

documents or other items connected with a transaction pursuant to this Agreement in the possession of or available to Associate Licensee; and (iii) all documents associated with any real estate transaction in which Associate-Licensee is a principal.

7. TRUST FUNDS: All trust funds shall be handled through the Broker's trust account and in compliance with the Business and Professions Code, and other applicable laws.

8. COMPENSATION:

A. TO BROKER: Compensation shall be charged to parties who enter into listing or other agreements for services requiring a real estate license. Compensation is detailed as shown in "Exhibit A" attached, which is incorporated as a part of this Agreement by reference. Any deviation which is not approved in writing in advance by Broker, shall be: (1) deducted from Associate-Licensee's compensation, if lower than the amount or rate approved above; and, (2) subject to Broker approval, if higher than the amount approved above. Any permanent change in commission schedule shall be disseminated by Broker to Associate-Licensee.

B. TO ASSOCIATE-LICENSEE: Associate-Licensee shall receive a share of compensation actually collected by Broker, on listings or other agreements for services requiring a real estate license, which are solicited and obtained by Associate-Licensee, and on transactions of which Associate-Licensee's activities are the procuring cause, as shown in "Exhibit A" attached, which is incorporated as a part of this Agreement by reference.

C. PARTNERS, TEAMS, AND AGREEMENTS WITH OTHER ASSOCIATE-LICENSEES IN OFFICE: If Associate-Licensee and one or more other Associate-Licensees affiliated with Broker participate on the same side (either listing or selling) of a transaction, the commission allocated to their combined activities shall be divided by Broker and paid to them according to their written agreement. Broker shall have the right to withhold total compensation if there is a dispute between associate-licensees, or if there is no written agreement, or if no written agreement has been provided to Broker.

D. EXPENSES AND OFFSETS: If Broker elects to advance funds to pay expenses or liabilities of Associate-Licensee, or for an advance payment of, or draw upon, future compensation, Broker may deduct the full amount advanced from compensation payable to Associate-Licensee on any transaction without notice, unless set out otherwise on Attachment 1 hereto. If Associate-Licensee's compensation is subject to a lien, garnishment or other restriction on payment, Broker shall charge Associate-Licensee a fee for complying with such restriction.

E. PAYMENT: (i) All compensation collected by Broker and due to Associate-Licensee shall be paid to Associate-Licensee, after deduction of expenses and offsets, immediately or as soon thereafter as practicable, except as otherwise provided in this Agreement, or a separate written agreement between Broker and Associate-Licensee. (ii) Compensation shall not be paid to Associate-Licensee until both the transaction and file are complete. (iii) Broker is under no obligation to pursue collection of compensation from any person or entity responsible for payment. Associate-Licensee does not have the independent right to pursue collection of compensation for activities which require a real estate license which were done in the name of Broker. (iv) Expenses which are incurred in the attempt to collect compensation shall be paid by Broker and Associate-Licensee in the same proportion as set forth for the division of compensation (paragraph 8(B)). (v) If there is a known or pending claim against Broker or Associate-Licensee on transactions for which Associate-Licensee has not yet been paid, Broker may withhold from compensation due Associate-Licensee on that transaction amounts for which Associate-Licensee could be responsible under paragraph 14, until such claim is resolved. (vi) Associate-Licensee shall not be entitled to any advance payment from Broker upon future compensation.

F. UPON OR AFTER TERMINATION: If this Agreement is terminated while Associate-Licensee has listings or pending transactions that require further work normally rendered by Associate-Licensee, Broker shall make arrangements with another associate-licensee to perform the required work, or Broker shall perform the work him/herself. The licensee performing the work shall be reasonably compensated for completing work on those listings or transactions, and such reasonable compensation shall be deducted from Associate-Licensee's share of compensation. Except for such offset, Associate-Licensee shall receive the compensation due as specified above.

9. TERMINATION OF RELATIONSHIP: Broker or Associate-Licensee may terminate their relationship under this Agreement at any time, with or without cause. After termination, Associate-Licensee shall not solicit: (i) prospective or existing clients or customers based upon company-generated leads obtained during the time Associate-Licensee was affiliated with Broker; (ii) any principal with existing contractual obligations to Broker; or (iii) any principal with a contractual transactional obligation for which Broker is entitled to be compensated. Even after termination, this Agreement, inclusive of Paragraph 12, shall govern all disputes and claims between Broker and Associate-Licensee connected with their relationship under this Agreement, including obligations and liabilities arising from existing and completed listings, transactions, and services.

10. AUTOMOBILE: Associate-Licensee shall maintain automobile insurance coverage for liability and property damage in the following amounts \$100,000 / \$300,000. Broker shall be named as an additional insured party on Associate-Licensee's policies. A copy of the endorsement showing Broker as an additional insured shall be provided to Broker.

11. PERSONAL ASSISTANTS: Associate-Licensee may make use of a personal assistant, provided the following requirements are satisfied. Associate-Licensee shall have a written agreement with the personal assistant which establishes the terms and responsibilities of the parties to the employment agreement, including, but not limited to, compensation, supervision and compliance with applicable law. The agreement shall be subject to Broker's review and approval. Unless otherwise agreed, if the personal assistant has a real estate license, that license must be provided to the Broker. Both Associate-Licensee and personal assistant must sign any agreement that Broker has established for such purposes.

12. AGREEMENT TO ARBITRATE AND DISPUTE RESOLUTION:

A. DISPUTE RESOLUTION PROCESS: (1) Broker and Associate-Licensee agree to timely notify the other person and mediate all disputes and claims between them arising from or connected in any way with this Agreement before resorting to arbitration or court action. (2) If any dispute or claim is not resolved through mediation, Broker and Associate-Licensee mutually agree to submit disputes involving commissions for property transactions to binding arbitration by the procedures and rules set forth in the California Code of Ethics and Arbitration Manual, a copy of which is available at the following link: www.car.org/legal/calarbrules/.

B. BINDING FINAL ARBITRATION: All claims or disputes between Broker and Associate-Licensee, not resolved pursuant to Paragraph 12A, shall be submitted to binding arbitration in accordance with Paragraphs 12 B-G. Broker and Associate-Licensee, on behalf of him or herself and any assistants employed by Associate-Licensee, mutually agree to use confidential individual binding arbitration, instead of going to court, for any disputes or claims now in existence or that may exist in the future (i) that Associate-Licensee may have against Broker, his/her affiliates, and/or their current or former employees, and (ii) that Broker and/or his/her affiliates may have against Associate-Licensee his/her affiliates, and/or their current or former employees. Such claims

would include, without limitation, any concerning the initiation of the work relationship, the pay or other compensation for the work performed, breach of contract, expenses, any claims by Broker or Associate-Licensee for violations of applicable law or regulations, the decision by Broker or Associate- Licensee to end the assignment, any claims for conversion and/or breach of fiduciary duty, as well as any claims that arise from or relate to Broker's classification of Associate-Licensee as an independent contractor rather than an employee. Such claims do not include disputes or claims which either Broker or Associate-Licensee may have against a Broker client, customer or other brokerages, or vice versa, including cross claims between Broker or Associate- Licensee in conjunction with such disputes. This Agreement to Arbitrate shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq.

- C. ARBITRATION RULES:** Except for those claims resolved by Paragraph 12A, all other claims covered by Paragraph 12B shall be arbitrated pursuant to the then-current JAMS' Expedited or Comprehensive Arbitration Rules and Procedures which are available at www.jamsadr.com (under the Rules/Clauses tab) or www.car.org/legal/calarbrules/. Notwithstanding any contrary provisions in those rules, however, Broker will pay all costs of the Arbitration that are in addition to or in excess of the amount that a party would need to pay if he/she filed a case in a court of law. Each party shall bear his or her own attorney fees and costs, except that the arbitrator may award a party attorney fees or costs if such an award is authorized by an applicable law or contract. Broker and Associate-Licensee agree that the arbitration will be conducted by a single arbitrator in the JAMS office (as applicable) closest to the county of the Broker's office with which the Associate-Licensee is or was associated (unless otherwise agreed).
- D. NOTICE AND TIMING; APPLICABLE LAW; FINDINGS:** The aggrieved party must file and give written notice of any claim to the other party no later than the expiration of the statute of limitations (deadline for filing) that the law prescribes for the claim. Otherwise, the claim shall be void and deemed waived. The Arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the applicable state, or federal law, or both, as applicable to the claim(s) asserted including applicable California real estate law. In the event of a dispute, the arbitrator shall decide which substantive laws shall apply. The Arbitrator is authorized to award any remedy allowed by applicable law. The Arbitrator shall issue a written and signed statement of the basis of his or her decision, including findings of fact and conclusions of law.
- E. CLASS ACTION WAIVER: (1)** Broker and Associate-Licensee agree that any and all claims pursued against each other will be on an individual basis, and not on behalf of or as a part of any purported class, collective, representative, or consolidated action. Both Broker and Associate-Licensee hereby waive their right to commence, become a party to or remain a participant in any group, representative, class collective or hybrid class/collective or group action in any court, arbitration proceeding, or any other forum, against the other. The parties agree that any claim by or against Broker or Associate-Licensee shall be heard in arbitration without joinder of parties or consolidation of such claim with any other person or entity's claim, except as otherwise agreed to in writing by Broker and Associate-Licensee. This Class Action waiver shall supersede any contrary agreements, statements or rules in the JAMS Rules. **(2)** The waiver of Class Action claims and proceedings is an essential and material term of this arbitration agreement in this Paragraph 12, and the parties agree that if it is determined that the waiver in this Paragraph 12E is prohibited or invalid in its entirety in a case in which a class action, representative action or similar allegations have been made, then the remainder of Paragraph 12 shall also be void. If, however, some, but not all, of the waivers are found to be unenforceable for any reason in a case in which class action, representative action or similar allegations have been made, the Associate- Licensee's individual claims shall be decided in arbitration. Any class action, representative action or similar action as to

which the class action waiver in this Paragraph 12E is found to be unenforceable shall be decided in court and not in arbitration.

F. CONFIDENTIALITY: Broker and Associate-Licensee agree that all proceedings before the arbitrator will remain confidential between the parties, including but not limited to any depositions, discovery, pleadings, exhibits, testimony, or award. The confidentiality will not apply to any court proceeding in which either party seeks to confirm, correct, or vacate an arbitration award.

G. ASSOCIATE-LICENSEE UNDERSTANDS ARBITRATION AND CLASS ACTION WAIVER AGREEMENT: Associate Licensee represents and warrants that he/she understands the meaning and effect of the arbitration and waiver agreements in this Paragraph 12 and has been provided a reasonable time and opportunity to consult with legal counsel regarding this agreement to arbitrate. Associate-Licensee hereby agrees to the provisions of these Paragraphs 12 A-G (initial): **ASSOCIATE-LICENSEE** (_____)

13. OFFICE POLICY MANUAL: If Broker's office policy manual, now or as modified in the future, conflicts with or differs from the terms of this Agreement, the terms of the office policy manual shall govern the relationship between Broker and Associate-Licensee.

14. INDEMNITY AND HOLD HARMLESS; NOTICE OF CLAIMS:

A. Regarding any action taken or omitted by Associate-Licensee, or others working through, or on behalf of Associate- Licensee in connection with services rendered or to be rendered pursuant to this Agreement or real estate licensed activity prohibited by this agreement: (i) Associate-Licensee agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, awards, costs and attorney fees, arising therefrom and (ii) Associate-Licensee shall immediately notify Broker if Associate-Licensee is served with or becomes aware of a lawsuit or claim regarding any such action.

B. Any such claims or costs payable pursuant to this Agreement, are due as follows:
Paid in full by Associate-Licensee, who hereby agrees to indemnify and hold harmless Broker for all such sums, or
In the same ratio as the compensation split as it existed at the time the compensation was earned by Associate-Licensee, or
Other: _____

Payment from Associate-Licensee is due at the time Broker makes such payment and can be offset from any compensation due Associate-Licensee as above. Broker retains the authority to settle claims or disputes, whether or not Associate-Licensee consents to such settlement.

15. ADDITIONAL PROVISIONS: As set out on Attachment 1 hereto.

16. DEFINITIONS: As used in this Agreement, the following terms have the meanings indicated:

A. "Listing" means an agreement with a property owner or other party to locate a buyer, exchange party, lessee, or other party to a transaction involving real property, a mobile home, or other property or transaction which may be brokered by a real estate licensee, or an agreement with a party to locate or negotiate for any such property or transaction.

B. "Compensation" means compensation for acts requiring a real estate license, regardless of whether calculated as a percentage of transaction price, flat fee, hourly rate, or in any other manner.

C. "Transaction" means a sale, exchange, lease, or rental of real property, a business opportunity, or a manufactured home, which may lawfully be brokered by a real estate licensee.

17. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Broker and Associate-Licensee arising from or related to this Agreement, the prevailing Broker or Associate-Licensee shall be entitled to reasonable attorney fees and costs.
18. **ENTIRE AGREEMENT:** All prior agreements between the parties concerning their relationship as Broker and Associate- Licensee are incorporated in this Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final and complete expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement may not be amended, modified, altered, or changed except by a further agreement in writing executed by Broker and Associate-Licensee.

Broker: Alta Realty Group CA, Inc.
BRE# 02025297

Associate-Licensee:

(Signature)

(Print name)

(Address)

(City, State, Zip)

(Telephone)

(Email)

(License Number)

By _____

Its Broker/ Office manager (check one)

Kevin Laugharn

(Print name)

3416 Via Lido Suite E

(Address)

Newport Beach, CA 92663

(City, State, Zip)

949-945-8680

(Telephone)

info@altarealtygrp.com

(Email)

EXHIBIT A

COMMISSION SCHEDULE

Alta Realty Group CA, Inc. is referred to in Exhibit A and Exhibit B (the "ARG CA Agent Handbook") as "The Broker" or "ARG" and Real Estate Agent or Broker Associate is referred to as "Sales Associate" or "ARG Agent."

1. Gold Program: 1. Includes a \$99 monthly fee for digital marketing, lead generation website, ARG Blueprint for Success and E/O plus more.
2. Our flat transaction fee is based on the sales price of the home. It starts at \$99 on a \$0 - \$99,999.99 sale and for every \$100,000 increase in home sales price, the flat fee increases by \$100.

Below are some examples:

\$79,000 home, ARG Flat Fee \$99
\$175,000 home, ARG Flat Fee \$199
\$250,000 home, ARG Flat Fee \$299
\$370,000 home, ARG Flat Fee \$399
\$430,000 home, ARG Flat Fee \$499
\$550,000 home, ARG Flat Fee \$599
\$660,000 home, ARG Flat Fee \$699
\$790,000 home, ARG Flat Fee \$799

2. RESIDENTIAL LEASE: Per agreement is a 90/10 Split
3. COMMERCIAL DEALS: Includes any commercial lease, land or deal over 4 units: Per agreement is a 80/20 Split
4. REFERRAL(s): Per Agreement is any ARG Agent receiving an "outside" referral the agreement reverts back to our primary commission table for a residential referral (based on sale price of the home). If it is a commercial referral then revert back to our commercial commission agreement in this schedule.
5. Referral(s): Part B: If an ARG Agent refers a deal to other ARG Agent or to an outside agent then the split is 90/10.
6. COMPANY LEAD: Per agreement is a 50/50 Split.
7. BPO's: Per Agreement is a 90/10 Split.
8. CO-LISTING/CO-REPRESENTATION: Per agreement is based on each agent's selected commission program. If both agents on are on the same program then one Flat Fee will apply.

* All commission fees are based per side

* E/O is included on every transaction

BY INITIALING BELOW YOU ARE ACKNOWLEDGING THAT YOU HAVE READ EXHIBIT A AND FULLY UNDERSTAND, AGREE AND EXCEPT ITS TERMS:

Broker/ Manager's Initials (_____) Associate-Licensee's Initials (_____)

EXHIBIT B

ARG Agent Handbook

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ARG Corporate Commitments:

1. We are committed to establishing and maintaining the highest ethical standards.
2. We are committed to respect and trust in all of our business relationships.
3. We are committed to open and honest communication both internally and with our clientele.
4. We are committed to training and giving our agents the most advanced technological tools available in the industry.
5. We are committed to the acceptance and service of all people.
6. We are committed to good citizenship and developing strong relationships in the communities we serve.
7. We are committed to supporting our Sale Associate by providing a positive work environment that is free of discrimination and or harassment of any kind.
8. We are committed to providing a variety of high quality services designed to enable each Sale Associate to be successful in the pursuit of his/her professional goals

9. The staff, comprised of talented, hardworking people, is dedicated to facilitating the success of its Sale Associate and executing the designated tasks necessary to achieve the overall goals of the company.

10. The Broker is committed to providing a friendly, safe work environment that promotes teamwork and cooperation.

ARG Company Goals:

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

ARG General Statement of Policy:

The purpose of this handbook is to set forth the basic guidelines for the daily operation of the company. It is intended to cover situations, circumstances, or to answer questions about company policies and procedures. It is the policy of Trilogy Partners, Inc. and its subsidiaries to conduct ourselves at all times in the highest ethical, professional, and competent manner when dealing with our clients, partners, Sale Associate(s) and or employees of The Broker.

- Establish a uniform system of conduct by and between The Broker when dealing with each other, our clients and the public
- Provide the policies and guidelines to help avoid disputes with and liability to others and establish an orderly effective system of conflict resolution
- The State of California is referenced in this handbook. The Laws of California, if not documented in this handbook are inferred to be part of the handbook.

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

- California Real Estate Law

- The Bylaws, Rules and Regulations of the National, State, and Local Associations of the realtors for which this company is a member.
- Code of Ethics and Standards of Practice, Professional Business Practices in Real Estate.

ARG Provisional Points, Agreements & Corporate Procedures:

1. Sale Associate is a independent contractors and no employer-employee relationship is to be implied from any title, provision or language used in this handbook or any other communication with The Broker.
2. The Broker is a full-service real estate brokerage and a member of the National, State and Local Association of Realtors as well as many MLS's. As a Sales Associate you are expected to maintain membership in NAR, CAR, and your Local Board of Realtors as long as The Broker is a member and always be in good standing.
3. The Broker supplies no employee benefits or medical coverage.
4. Sale Associate are associated with The Broker "At Will Status". Except where it is otherwise expressly agreed in writing. Either party may terminate this association at any time, or on 24 hours written notice with or without cause or reason.
5. Sale Associate must maintain a valid California real estate broker or salesperson license while associated with The Broker. If your license expires, you may not engage in any activities on behalf of The Broker in which would require a real estate license until it is renewed. If your license is not renewed within 30 days after it lapses, or if it is suspended or revoked by the Bureau of Real Estate, your association with The Broker will be immediately terminated. A licensed real estate salesperson cannot be employed by nor accept any compensation from any person or outside The Broker (who is holding his or her license at the time).
6. Sale Associate cannot pay compensation to any real estate licensee for performing enumerated acts, except through The Broker express written approval.
7. Sale Associate license will be held by The Broker at the main business office until it is either cancelled or until the salesperson leaves The Broker contractor status.
8. Compensation: Please reference Exhibit A in The Broker ICA.
9. Sale Associate gets paid directly from escrow on either a sale or listing. Once the file has been deemed compliant and complete, The Broker will complete a Commission Disbursement Agreement (CDA) prior to the close of escrow so that the Sale Associate can pick their commission check once escrow is completed. The Broker should never process a Sale Associate's commission checks if the file is deemed complaint or complete.
10. Buyer Representation: If we represent the buyer, the law requires that you must provide the buyer with a disclosure as soon as practical before executing a Purchase Agreement. NOTE: You are obligated to provide the disclosure form to the buyer as soon as that buyer seeks your services in more than a causal transitory or preliminary matter with the object of entering into a real property transaction. As a general rule, never show a property without providing a disclosure. Don't forget to obtain a signed Acknowledgement of receipt. When you present an offer and this office is not the listing agent, you must also provide a disclosure to the seller as soon as practicable BEFORE presenting an offer. Delivery to the listing agent is generally sufficient.
11. Commission Advancements: The Broker does not advance commissions to a Sale Associate and if a Sale Associate were to utilize an outside company for commission advancements; such as E-Commission, (1) The Broker is not responsible for a Sale

Associate borrowing money in advance and (2) The Broker must approve in writing prior to the close of escrow.

12. Commission Disputes: ARG CA has a simple flat fee approach and will be paid on any deal per this agreement per side once a file is deemed complete. If a Sale Associate does not complete necessary tasks consistent with The Broker's checklist dispute exists relative to the commission then the commission will remain in escrow until such dispute is resolved or file is completed. You agree The Broker will incur no liability to you (Sale Associate) for keeping funds with escrow until such dispute is resolved.
13. Commercial Commission: Is determined by the following - Any deal that is more than 1-4 units is deemed to be a commercial transaction and The Broker split has been set in Exhibit A within ARG CA ICA. There is more inherent liability that we have as a result.
14. Tax Reporting: At the end of each calendar year The Broker will provide you with an IRS form 1099 miscellaneous, setting forth compensation paid to you during the calendar year. The Broker will also report accordingly and will not withhold any taxes. Your income earned and expenses incurred during the year may have significant tax consequences. You are encouraged to keep accurate records of earnings and expenses. You are also encouraged to seek tax advice regarding these matters.
15. E/O: The Broker is self-insured up to \$1m per file and aggregate. The Sale Associate is covered on every deal unless fraud is committed with a \$2,500 deductible. There are deductible reductions for predetermined stipulations. (Ref Policy)
16. Car Insurance: Each Sale Associate must have automobile insurance. You must maintain on file with The Broker, proof of current insurance coverage with a minimum coverage of \$100,000/300,000 Bodily Injury and Property Damage limits of \$25,000. The broker shall be named as an "Additional Named Insured" on all policies. This is also determined by State Laws.
17. Office Hours: Sale Associate makes his or her own work schedule. Corporate office hours will constitute a normal work day beginning at 8am and closing at 5:00 pm Monday through Friday unless previously agreed too.
18. Telephone Systems: Sale Associate shall have their own phone system and means of communication with their clientele.
19. Open House and Yard Signs: It is the Sale Associate responsibilities to purchase and maintain The Broker approved "For Sale" or "Open House" signs. The Broker approved logo must be on all signs. It is the responsibility of the Sale Associate to purchase, install and use property signs properly and in compliance with all MLS rules, local ordinances, and any association rules that may exist with the property being marketed. Signs should be installed properly, making sure they are clean and in upright position.
20. Business Cards: The Broker approved logo must be utilized for all Sale Associate business cards. Templates can be found in our marketing platform 5pm. Sale Associate are responsible for their own business cards unless agreed to in writing.
21. MLS Services: The Sale Associate must join a Board of Realtors that The Broker currently belongs too within the service area of his/her market place. All Sale Associates are responsible for their board expenses including but not limited to MLS dues, membership and other related miscellaneous expenses.
22. In Writing: As a general rule, all agreements must be in writing. In fact if you do not have a written agreement with the principal, you may not receive your commission. If you discuss anything with any party or other broker/agent, always confirm your discussions and understanding with a written follow up to that party or broker/agent. Always leave a copy of any signed document with the party who signed it. Never sign anything on behalf of your client, another agent or anyone else.
23. Postage and Courier Express: All postage and courier expenses are to be paid by the Sale Associate at all times.

24. Attorneys: No Sale Associate shall hire or employ the help of, engage the use of, or in any other manner, obligate The Broker to an attorney without first having written authorization from The Broker. A Sale Associate must never give legal advice, directly or indirectly. This includes advice in regard to legal rights of parties, legal aspects of notices and instruments and matters affecting title to property. When a client asks a question in which might border on LEGAL ADVICE it must be clear that only an attorney can give such advice.
25. Meetings: The Broker may have frequent meetings and formal trainings in the main office. Each Sale Associate is encouraged to attend these company gatherings.
26. Corporate Back Office and Website: The Broker has a corporate website and back office through Paperless Pipeline. All company documents and policies will be stored in the back office for Sale Associate reference and to remain in compliance.
27. Holidays: The Broker will observe the following legal holidays: New Year's Day, Easter, Independence Day, Thanksgiving, Christmas Eve and Christmas Day.
28. Office Location: The Broker office is located at 3416 Via Lido, Ste E Newport Beach CA 92663. Sale Associate are encouraged to come by the office and see The Broker. Sale Associate are able to use the facilities and hold meetings in the conference rooms. If a Sale Associate wants to have his or her own office they need to do so at their own expense.
29. Education: Sale Associate are required to take educational courses necessary to maintain their licenses in good standing with the BRE. It is also encouraged for licensees to utilize the corporate trainings available to help improve their knowledge of the real estate environment and business climate.
30. Buying and Selling Personal Real Estate: The Broker allows for the Sale Associate buy or sell their own properties or work on behalf of friends and family members. In doing so, a Sale Associate have the fiduciary responsibility to our clients that prohibits any self-serving practices, such as the purchase below reasonable market value. It is important that this fiduciary relationship be respected at all times. Sale Associates must identify and disclosed where necessary themselves as licensees realtors. ARG agreed flat fee commission structure will apply at all times in the sale or listing of a Sale Associate own home, investment property and family or friends purchase or sale. Proper disclosures must be adhered to and our normal flat fee structure still applies even if no commission is being paid by the Sale/Broker Associate to themselves. This includes relative's homes and investment properties. ***Remember to always disclose properly and identify yourself as a licensed agent should it be necessary***
31. Personal Records: A Sale Associate records will be kept on file in the Broker main office. Sale Associate shall promptly notify The Broker in writing of any change in family status, email address, telephone numbers and or home address.
32. Open Houses: Sale Associates must review with the sellers the risks of hosting open houses in occupied homes. It is difficult to assure and protect the personal property on the premises when several parties attend an open house concurrently. It is recommended that two agents be present during an open house.
33. Product and Service Purchases: No Sale Associate may purchase products or services on behalf of The Broker without written authorization. Any fees or purchases on behalf of the client are a fee that is the responsibility of the Sale Associate.
34. Broker and Teams: All Sale Associate and or Teams must have all of their team members affiliate and join The Broker. This is done through the CA BRE E-licensing system. Per this agreement the Broker Associate must only affiliate with The Broker and unless a team agreement has been agreed to in writing each Sale Associate will be on an individual ICA Agreement.

35. Compensation Agreement: The Broker requires that a compensation agreement be in writing and signed by the party to be charged in order to be enforceable. If you represent a buyer in a “for sale by owner” and the buyer is to pay a commission, you must have a written agreement with the buyer to pay that commission such as a Buyer-Broker Agreement. If the seller is to pay the commission, you must have a written agreement as an addendum to the Purchase Agreement. All agreements must be uploaded into our paperless management system within Paperless Pipeline.
36. Disclosure Requirements: The agency disclosure law applies to sales, exchanges and leases for more than 1 year, involving real property improved with 1-4 dwelling units, stock cooperatives, and mobile homes. The law applies regardless as to whether or not the property is owner occupied. You must provide the buyer and the seller with a statutory disclosure entitled “Disclosure Regarding Real Estate Agency Relationships” (California Association of Realtors).
37. Nondisclosure: One of the most common areas of dispute relates to the seller’s and agents alleged nondisclosure of a material fact about the property. Your and the seller’s disclosure requirements have continued to increase over the years often leading to confusion and frustration on the part of real estate licensees. The Broker takes seriously the disclosure requirements expected of the licensee. Any attempt to conceal a matter or mislead a party in any way will result in your immediate termination from this office. You are expected to be familiar with requirements and comply with them at all times.
38. Property Management: As a courtesy to our clients, The Broker is willing to provide property management services on a case by case basis. All arrangements to manage a client’s property must be approved in writing by The Broker. Any property management contract must be supervised by The Broker with no exceptions. Any violation of this rule will result in potential disciplinary action.
39. Paperless Pipeline: Is The Broker paperless management system for our Sale Associate. Paperless Pipeline will be used as a place for the Sale Associate to upload documents and manage client files. In order to be paid directly from escrow, Sale Associate MUST upload their file for review to be signed off by The Broker in a timely manner per this agreement. A Commission Disbursement Agreement (CDA) instructing escrow to release the Sale Associate commission at closing.
40. Escrow and Title Compliance: Upon acceptance of the offer, arrange for an opening of escrow and or title through a reputable company. Have your clients and the office’s instructions uploaded to Paperless Pipeline. Review all documents with offers, counter offers, and commission authorization for completeness and accuracy. Please review the policy and instructions of The Broker if you are unsure of what to do.
41. Escrow and Client EMD: It is important to note that The Broker does not utilize a trust fund for accepting and handling client funds. The Broker policy is to have the agent or buyer deposit the funds direct to escrow. Funds must be delivered to escrow according to instructions outlined in the contract and must done within the 3 business days after acceptance. Not under ANY CIRCUMSTANCES is the agent to deposit escrow monies into a personal account on behalf of the client. This is called comingling of funds and is illegal and against real estate law and Corporate policy. Failure to follow these procedures may subject the Sale Associate to immediate termination from the company and liable for any damages occurred.
42. Escrow Instructions: You MUST adhere to all conditions and responsibilities of the purchase agreement and escrow instructions unless all parties agree in writing to the contrary.
43. Termination: Should the Sale Associate be either terminated or leave on his/her own will The Broker will release any and all inventory (Includes Purchases) as long as no open

escrows are open. If escrow is open we can either close the escrow under The Broker or we can release escrow but our flat fee will be paid to us from escrow.

44. Mediation and Arbitration: There are significant legal consequences with mediation and arbitration. Sale Associate are NOT an attorney and should never give legal advice. If your clients have a legal question about mediation or arbitration, they should be advised to contact their attorney. This office encourages you to refer to CA Law to consult the mediation and arbitration guidelines. Mediation is a serious issue and is not the agent's responsibility to act as an attorney nor give legal advice. All contract disputes between the agent and The Broker will be disputed through JAMS only. Sale Associate waives their rights to any other mechanism other than civil court.

ARG Listing Agreement/Seller Representation:

1. Unless approved in advance by The Broker, all listings will be "Exclusive" listings.
2. All listing and management agreements will be taken on the most current forms designated by C.A.R., or Association and or other approved forms by The Broker. Do NOT use outdated forms.
3. You must have the sellers/owner's signature before you may begin marketing the property. If someone signs on behalf of the seller/owner, you must have written evidence of the authority to act, such as a Power of Attorney or letter of administration etc. If a party refused to sign the listing agreement, notify the signing parties have signed the agreement.
4. Before taking the listing, search the MLS to determine whether or not the property is currently listed with another broker.
5. It is this office's policy to not take a new listing until the existing listing has expired.
6. Commission reductions are acceptable if approved by The Broker in advance, and in writing.
7. All Listing Agreements must have beginning and an end date to be valid.
8. Listing and Sales Policy: All signed and exclusive listings are property of The Broker. A Sale Associate upon leaving The Broker will be permitted to take his/her listings, providing fees are current upon termination and Sale Associate is in good standing with no outstanding legal issues, board issues, tax issues and or corporate violations.
9. New Listing: The real estate commissioner requires that all contracts executed by Sale Associate must be approved by The Broker within 5 days of execution (This includes listings, leases, deposits receipts etc. Even if the contract is not accepted by the principles). So if you do not submit the contract within 5 days you may be in violation of Real Estate Law. A new listing should be sent to the MLS within 48 hours. The listing is to include everything below:
10. Listing Contract completely filled out and signed properly
11. Transfer Disclosure Statement and Addendums
12. Completed Agency Disclosure Statement
13. Seller Affidavit, completed and signed by seller
14. Home Protection Plan or waiver/acceptance
15. Lock Box Authorization
16. Sellers Net Sheet signed by the seller
17. Upload a new listing into Paperless Pipeline for The Broker review and initialing, together with the above named forms. This must be done within 3 business days. Every listing must be reviewed by The Broker.
18. Prior to putting a sign on a listing please make sure that the listing has been uploaded into Paperless Pipeline.
19. Flyers and marketing material can be completed in Paperless Pipeline.

20. Within 48 hours, the listing agent will upload and input information into the MLS.
21. The Sale Associate will have the responsibility to updating the status of the listing in the MLS and on all flyers and marketing material.
22. When the listing sells or expires, the listing Sale Associate should notify The Broker so the file can be removed from the filing system. All price changes and adjustments should be kept current in the files and MLS system.
23. All escrow and listing files will be kept in The Broker files and will not be removed.
24. If the property is in escrow, you have a fiduciary duty to the seller to continue marketing the property unless the seller agrees otherwise.
25. Make sure the listing does not expire before close of escrow.
26. Get all modifications or extensions in writing.
27. You must present ALL offers to the seller even if the property is in escrow, unless the seller has given you written instructions to the contrary.
28. Upon receiving the offer, review it thoroughly for completeness, accuracy and clarity. Pay close attention to time limits set out in the offer, ESPECIALLY the time within which the seller must respond.
29. Call the selling agent, obtain some background information about the buyer and clarify any ambiguities in the offer. Notify the seller promptly that you have received the offer. Make an appointment as soon as possible to present the offer.
30. If the selling agent insists on presenting the offer, excuse him/her from the meeting and hold your discussions with your client in privacy.
31. All valid contracts must obtain all parties signatures. If a party signs on behalf another, you must have evidence of that person's authority to do so in writing.
32. If you must present a offer that is missing a signature, you must disclose this fact to the seller/listing agent. In this case, be sure to condition the offer based on having the final missing signature.
33. If your clients receive a counter offer, be sure that the terms of the counter are clear and complete. Be sure to review it against the purchase agreement.
34. Sale Associate must provide the disclosure form to the seller BEFORE entering into the listing agreement. Signed acknowledgement of receipt is important.

ARG Policy on Agency:

1. The Broker recognizes two general forms of agency:
2. Single Agency – (Listing agent or selling agent) If the office represents the seller only we are the “listing agent” or if the office represents the buyer(s) only, we are the “selling agent.”
3. Dual Agency – If the office represents both the buyer and the seller in a transactions

ARG Duties to the Seller (Single Agent):

1. It is the expectation of The Broker that all Sale Associate will provide quality services to our client, with the intent of making their transactions as comfortable as possible. The Broker and its Sale Associate owe the following duties when representing clients:
2. To promote the interests of the principal with the utmost good faith and loyalty
3. Presenting all offers to and from the parties in a timely manner, regardless of whether the buyer or seller is subject to a contract
4. Disclosing to the parties any adverse material facts that the The Broker is aware of

5. Advising the Parties to obtain expert advice as to material matters which the The Broker knows about, but the specifics of which are beyond our expertise
6. Accounting in a timely manner for all money and property received
7. Keeping the parties informed regarding the transaction
8. Assisting the parties in complying with the terms and conditions of the contract
9. Any material information about the parties, unless the disclosure is required by law
10. The disclosure pertains to adverse material facts about the buyer or sellers financial ability to perform the terms of the transaction
11. The disclosure pertains to buyers intent to occupy the property as their principal residence or not
12. Failure to disclose such information would constitute fraud or dishonest dealing.

ARG Representation:

1. The Broker requires that all contracts executed by the Sale Associate must be approved by The Broker within 5 days of the execution. (This includes listings, leases, management fees, deposit receipts, etc. – even if the contract is not accepted by the principals).
2. Upload the entire contract into Paperless Pipeline for review and initialing, including Listing Agreement, TDS, Agency disclosure and confirmation, buyer cost sheet and home warranty waiver or acceptance.
3. Open Escrow: Make sure you have all information necessary to give to the escrow officer and ask for one set of instructions to go to The Broker.
4. Fill out the commission distribution.
5. The Broker policy is to open escrow directly and not utilize The Broker trust account.

ARG Showing Property:

1. Whenever possible, preview the property before showing it. If you are familiar with the property you will be more effective when showing. Also, you may find that despite contrary representations, the property may not meet your client's needs. Your time and your client's time are valuable, don't waste it:
2. Follow the showing instructions provided on the MLS listing. Be sure to call the listing agent or seller if requested.
3. Give the seller an estimated time frame that you and your client expect to arrive. Please be prompt. If you cannot make it in the agreed upon time frame, please call the seller.
4. If no one is available, call the listing agent's office for assistance.
5. Give the seller reasonable time to make the property ready to show.
6. If the listing agent/office or seller has not responded before you arrive or if you are using the lockbox, go to the door first without your client.
7. When using a lockbox, always ring the doorbell and/or knock loudly several times before entering property.
8. If the seller is home, respectfully explain that you want permission to show the property and ask for access.
9. If no one answers or no one is there, enter the property first and announce your presence to be sure, e.g. "Hello, Realtor here. Is anyone home?"
10. Guide your client through the property. Open window coverings and turn on lights as needed. Do not leave your client unattended to prevent blame from the seller if any items are broken or missing from the property later.

11. Allow sufficient time for your client to see the property. Be aware to look for any potential “red flags” about the property (Disclosure).
12. When finished, make sure to turn off the lights and reset any alarms and door locks. Leave your card inside the property in a conspicuous place.
13. If you do not show the property, call the seller or listing agent as soon as possible to cancel.

ARG Required Paperwork:

1. When you open escrow, make sure you instruct the escrow officer to send a copy of the Preliminary Title Report (PTR) and Structural Pest Report and Certification to you for your file.
2. When both the PTR and Pest Control Report are delivered, make sure you read them and familiarize yourself with any title or pest issues with the property you are selling.
3. Make sure you turn in all paperwork to be initialed and filed in the open escrow file. The originating agent will keep the original file while the transaction is active and give to the main office after escrow is closed.
4. Make copies for yourself and your personal file
5. Originals, when possible are to be kept in the main office escrow file
6. The Sale Associate will schedule a minimum of weekly follow ups with escrow and the client.
7. Every time you talk to anyone associated with the escrow, note the date and time in writing and keep a short log of the communication exchanges that occur. This is important habit that will protect yourself and The Broker in the event of litigation.
8. An accurate, comprehensive telephone log and journal of your activities relative to that file/client/listing/sale. Anytime you do anything relative to the file, you must make a journal entry in the file.
9. A checklist and calendar of important information and deadlines.
10. Copies of all correspondence, including emails to your client.
11. Copies of all offers and counter-offers and contract addendum(s)
12. Copies of all disclosures and reports and any other written information delivered to you or your client. Anytime your client receives a written document regarding the transaction, you must obtain a copy of that document for your file.
13. Your files are a record of every event relative to your client and or sale/listing. You must maintain a neat and orderly file on every file with whom you work. All files are the property of The Broker and are to remain with in The Broker Paperless Pipeline Management System.
14. All closed files will remain with The Broker for storage for a minimum of five (5) years pursuant to the Laws of California, where upon they may be destroyed at The Broker discretion.
15. All files (sales or listing contracts whether accepted or not) must be uploaded into The Broker paperless management system (Paperless Pipeline) within 5 days of execution. Any file added after this period of time constitutes a violation of The Broker Corporate Handbook and state laws.
16. It is the policy of The Broker to have a completed file prior to the close of escrow. Should there a valid reason why a Sale Associate can't complete his/her file by the close of escrow then it is the Sale Associate responsibility to communicate with The Broker why he/she hasn't completed their file, within our guidelines of our policies. It is the Sale Associate responsibility to complete their file in a timely, professional and ethical manner. Should the Sale Associate not complete their file and need The Broker to complete it, the commission then immediately reverts to a 50/50 split.

ARG Marketing & Advertising:

1. Using Company Name, Logo, or APPS The Broker name and logo(s) are registered trademarks. Whenever The Broker name is used in print or on the Internet, the logo and name shall only be used in a format approved by The Broker. This must be displayed on all of the agents advertising material, which include paper and electronic. State Law is very specific in these matters, and disciplinary issues will commence if the agent does not follow our Corporate Policy or State Law. A warning will be issued and a correction must be made within 24 hours. If the Sale Associate does not follow our written instructions then the appropriate licensing agency will be notified, and action will be taken against the agent.
2. Advertising is one of the most important tools for success in real estate; however, it must be used appropriately. As a Sale Associate, you have a legal and ethical obligation to always be truthful when advertising properties or services. Legally, you may be held liable for fraud, intentional misrepresentation, or negligent misrepresentation if you make material false statements or omissions in an advertisement. In addition, you may be subject to disciplinary action from the State of California. Finally, Sale Associate who place listings in the MLS system in expectation of compensation are responsible for ensuring that all representations are truthful in such listings which the Sale Associate had knowledge or reasonably should have had knowledge of anyone injured by a falsehood or inaccuracy. All advertising must be truthful and not misleading. It must adhere to all state and federal advertising requirements as well as the N.A.R Code of Ethics. Any false or misleading advertisement will be immediately withdrawn by The Broker and you will be terminated from The Broker.
3. For our purposes, advertising means all displayed advertising, all classified advertising with any publication including newspapers and magazines, all mass mailing, flyers, postcards, newsletters, "Open House", "For Sale signs and riders, billboards, business cards and use of digital marketing via the internet or a website.
4. The Broker reserve the right to approve any and all advertising prior to production.
5. If the advertisement states a specific finance charge, the charge must be expressed as an annual percentage rate (APR). If any of the following terms are used: a) the amount of the down payment b) the amount of any installment payment c) the dollar amount of any finance charge d) the number of installments or e) the period of repayment, then the advertisement MUST include all of the following specific terms. a) Down payment b) terms of repayment and c) rate of finance charge expressed as an APR.
6. An advertisement of commission rates, discount points, reductions or incentives must be approved by The Broker prior to use.
7. The Broker has zero tolerance for any advertising that is discriminatory on the basis of race, color, religion, national origin, sex, handicap or disability, or familial status. Your advertisement should be "facilely neutral" and should not describe items in or using racial or ethnic terms.
8. Avoid explicit preferential, limiting or discriminatory language based on religion.
9. Avoid explicit exclusions, limitations or other indications of discrimination based on handicap or disability.
10. Avoid explicit preference, limitation or discrimination based on familial status. The advertising may not contain limitations on the number or ages of children or state a preference for adults, couples, or singles.

ARG Supervision & Broker Review:

1. All documents must be submitted to The Broker within 48 hours after receipt by Sale Associate into Paperless Pipeline.
2. The Broker will review the document for completeness and accuracy. Any incomplete or incorrect documents must be corrected and returned to The Broker within 48 hours after review.
3. Consult with The Broker if you are not sure how to maintain a proper file so we can help guide you properly.
4. The Broker has a duty to supervise all Sale Associate contracted by The Broker.
5. The supervision obligation includes establishing policies, rules, procedures, and systems to review, oversee, inspect, and manage all transactions and advertising that require a license, documents that may have a material effect on the rights or obligations of a party to the transaction, the handling of trust funds, and reports of the activities of Sale Associate.
6. The Broker may use the assistance of employed sale managers as long as The Broker retains the overall responsibility for supervision.
7. When The Broker is a corporation, the licensed broker who is the designated responsible managing broker and qualified the corporation for the license has the supervision duty on behalf of the corporation. He or she is responsible for the supervision and control of the activities on behalf of The Broker by its officers and employees as necessary to secure full compliance with the provisions of the Real Estate Law, including the supervision of Sale Associates licensed to the corporation in the performance of acts for which a real estate license is required. If a corporation has procured more than one license through various corporate officers, the corporation may, by appropriate resolution of its board of directors, assign supervisory responsibility of the corporation's salespersons to any of its broker-officers.
8. The Broker liability for acts of a salesperson: Regardless of the contractual relationship between The Broker and the Sale Associate that designates the salesperson as a independent contractor, they each retain all of their obligations to the public and to the Commissioner, including the liability of The Broker to third persons and the principal for the tortuous conduct of the salesperson. Any contract provision purporting to limit that liability is contrary to law.
9. This is the basis for designate broker to have oversight of all transaction at The Broker. If the agent refuses to comply then there will be civil issues applied to the agent's inability to comply with The Broker written request. This will be enforced. No Exceptions!

ARG Telephone Procedures:

1. Do Not Call Policy: All Sale Associate of The Broker are required to comply with the federal and state laws regarding the Do Not Call Policies in effect.
2. Buyer Related Sign Call: If a Sale Associate is not asked for by name then the lead is The Broker's and can assign the lead appropriately at The Broker agreed to 50/50 Split Agreement.
3. Ad Call: An ad call is handled just like a sign call.

ARG Sexual Harassment Information & Policy:

1. Sexual harassment is defined as unwanted sexual advances or the creation of a sexually hostile work environment. This definition includes many forms of offensive behaviors and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of examples that may encompass harassment but not limited to:
 2. Unwanted sexual advances, verbal or physical, expressed or implied
 3. Offering employment benefits in exchange for sexual favors.
 4. Making or threatening reprisals after a negative response to sexual advances
 5. Other verbal conduct, including, but not limited to making or using derogatory comments, epithets, slurs or jokes based on the individual's sex, making commentaries about a individual's body or appearance, using sexually degrading words to describe an individual, discussing or describing sexual experiences
 6. Other physical conduct, including, but not limited to, contact with another person's body, such as back rubs, assault of another person's body, impeding or blocking movements toward another person
 7. Visual conduct, including but not limited to leering, making sexual gestures, or displaying or forwarding sexually-offensive or obscene objects, pictures, cartoons, posters, email, internet websites, letters, notes, etc.
 8. Unwelcome sexual advances either verbally or physically, requests for sexual favors and other verbal, visual or physical conduct of a sexual nature, constitute sexual harassment.

Fair Housing/Discriminatory Advertising:

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

Title VII of the Civil Rights Act of 1964:

1. Prohibits employment discrimination on the basis of race, color, sex, age, national origin, religious creed, ancestry, physical disability, mental disability, medical condition, marital status or sex. Sexual harassment is included among these prohibitions under both state and federal law. The Broker is committed to providing a work environment that is free from all forms of unlawful harassment and discrimination, including sexual harassment. Sexual harassment in the work environment will not be tolerated.

ARG Internal and Complaint Process:

1. If you experience or witness sexual harassment in the work place, report it immediately to The Broker.
2. Your complaint or report of sexual harassment will be investigated as required by law. When the investigation is completed, you will be informed of the outcome.
3. Anyone found to be engaging in sexual harassment may be subject to disciplinary action, up to and including termination of contract.
4. You can raise legitimate concerns and/or make reports about sexual harassment in the workplace without fear or reprisal or retaliation.
5. The Broker will not tolerate retaliation against Sale Associate complaining of or reporting sexual harassment in the workplace.
6. Anyone found to be retaliating against a Sale Associate complaining of or reporting sexual harassment in the workplace may be subject to disciplinary action, up to and including termination of employment.
7. All necessary steps to correct the problem will be immediately instituted by The Broker.

ARG Corporate & Client Confidentiality:

1. In consideration of being contracted by The Broker the undersigned, the Sale Associate agrees and acknowledges.
2. You agree that you will not furnish to any person, business, real estate brokerage or any other entity presently existing or to be formed in the future, any information regarding The Broker clients, customers, properties, prices, or terms of negotiations including The Broker policies and relationships with clients, customers and or other business relations regarding The Broker.
3. Sale Associate agrees not to remove from our paperless management system within Paperless Pipeline any files, maps, books, publications, records, data, prospect or client lists, sales plans, programs, materials, manuals, forms, brochures, training material, listing and sales materials provided by The Broker.
4. Sale Associate agrees return any above mentioned item in their possession (not limited too) to The Broker within 24 hours after termination, or your transfer to another broker.
5. Sale Associate expressly agrees that all such items are the property of The Broker and you will not use these materials in connection with any real estate business carried on by you, whether alone or with other individuals or entities if you leave The Broker.
6. The Broker agrees that you are entitled, at your own expense, to photocopies of any records and files in which you have a bona fide personal, legal or economic interest too and you may access such files only for such purposes upon reasonable notice in writing to The Broker.
7. Sale Associate agrees not to sell, market or to otherwise solicit and or encourage clients of The Broker, particularly sellers with whom The Broker presently holds listing agreements, to terminate their relations or contracts with The Broker.
8. This is an agreement between the Sale Associate signing this document and company referred to as The Broker in which the Sale Associate agrees not to disclose trade secrets belonging to The Broker.
9. In consideration of being privy to possible trade-secret information belonging to The Broker, the Sale Associate hereby agrees not to disclose this information to third parties and to treat this information as a trade secret belonging to The Broker.

10. The information to be treated as a trade secret is all confidential information relating to everything owned or utilized by the Broker but not limited to, includes;
11. Website, Training Platform (Winning Agent), Paperless Pipeline, all and any Marketing Techniques, any and all Digital and Social Media Methods and any file that the Sale Associate worked on while under contract with The Broker.
12. That upon the termination of my contract with the Broker:
13. a) This agreement shall be binding upon me and my personal representatives and successors in interest and shall inure to the benefit of the Broker its successors and assigns.
14. b) The unenforceability of any provision to this agreement shall not impair or affect any other provision.
15. c) In the event of any breach of this agreement, The Broker shall have the full rights to injunctive relief, in addition to any other existing rights, without requirement of posting bond.

ARG Grounds for Termination:

1. As stated above, your association with the broker can be terminated, with or without cause, at any time. Additionally, any violation of these policies, of the Realtor Code of Ethics, any conviction of the legal act, any violation of the Real Estate License Law within CA, or any dishonest or unethical act will be cause for immediate termination of your association and The Broker will pursue all available methods to resolve the issues, both criminally and civilly, if necessary.

Failure to comply with the policies and procedures within this handbook may result in your termination from The Broker. As market conditions change and laws, ordinances and real estate guidelines are implemented or updated The Broker holds the right to update this Employee Handbook to stay both consistent with and in line with the evolving real estate market.

BY SIGNING BELOW YOU ARE ACKNOWLEDGING THAT YOU HAVE READ BOTH EXHIBIT A & B AND FULLY UNDERSTAND, AGREE AND EXCEPT ITS TERMS:

Agent Signature _____

Agent License # _____

Print Name _____

Date _____

Broker/ Manager's Signature _____

Print Name _____

Date _____