RE/MAX Town & Country Agent Policy & Procedure

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INTRODUCTION

The Company, Broker, and Office refer to RE/MAX Town & Country. Associates and Agents refer to all salespeople or Associate broker licensees whose licenses are held by the brokerage firm.

H-19219, H-63280 & H-66035.

STATEMENT OF GOALS

RE/MAX Town & Country (hereafter referred to as “the Company”) recognizes that it is in the service business and that its reputation is built upon the actions, knowledge, expertise, and integrity of its broker, sales associates, and employees. It is a requirement of the Company that all of its personnel act in accordance with the highest professional and ethical standards. The Company is committed to delivering real estate services in a manner, which meets or exceeds these standards

OFFICE HOURS OF OPERATION

The office locations will be open between the hours of 9:00 and 5:00 Monday through Friday with the exception of the following holidays: New Year's Day, Memorial Day, Labor Day, Thanksgiving, and Christmas Day. The office may close early the day proceeding a holiday from time to time, but advance notice will be provided. Duty agents will have the ability to hold the office open on the weekends.

Agents located in Crabapple, Bridgemill, Blue Ridge & Ellijay will be given a keyfob to access the offices. The first keyfob is free; if you lose or damage the keyfob the following ones will be $25 a piece. The fee will be added to your next monthly office statement.

AFTER HOURS

All Associates that would like are provided with an access card, or combination to our electronic doors for office access when the office is closed. Each Associate is responsible to safeguard the access card/ combination and may not give their access card to another individual for any reason. A $25 fee will be due for any replacement cards or unreturned cards upon termination.

CHANGES IN PERSONAL INFORMATION

All changes in name, address, email, and telephone numbers of any Associate must immediately be reported by the Associate to the principal broker and the GA Real Estate Commission as required by law.

NOTIFICATIONS FROM OFFICE

The Company’s main form of correspondence with and notice as defined in the Independent Contractor Agreement to the Associate is via email. All Associates are responsible for checking the email address on file with the Office daily to check for important information. Also, each Associate is responsible for keeping the Office current with their email address.

PAYMENT OF MONTHLY EXPENSE STATEMENT

Associate statements are due at the end of each month. The Company emails monthly Expense Statements to the appropriate Associate by the 25th of each month. Associates are responsible for checking e-mail to confirm the receipt of the statement, notifying the Company if it is not received by the 25th, and submitting payment by the 1st. Credit cards will be run approx. the 28th of each month if we have your credit card number on file or funds can be ACH from your account if you provide the banking information. If the bank returns an Associate’s check unpaid, and the Office does not have a credit card on file or the credit card on file is denied, then a late penalty of $25 will be applied to the invoice if not paid by the 5th. In addition to the late penalty, a $35 fee will be assessed for any returned check. Associates are encouraged to speak to management if alternate payment plans need to be addressed. Any associate falling 30 days or more past due is subject to termination and release of license without prior written notice.

COMMISSION SCHEDULE & PAYMENT

Our approved Company schedule of commission fees is:

Residential new property – 6%

Residential resale property – 7% or 6%

Residential resale corporate – 7% or 6%

Vacant land – 10%

Commercial–10%

We are not a discount brokerage.

There is no standard rate of commission for real estate services in this area. The established rates and policies for our Associates are published in this manual. Associates will not indicate to clients or customers that any agreements exist between Brokers about rates. If there were such agreements, they might constitute illegal price-fixing.

If a commission check is from a real estate attorney, or in the form of certified funds, money order, or wire transfer, Associates will receive their commission check from the Company within 2 business days of turning in the closing check, the HUD statement, and all other required paperwork. If the Company is holding any associated earnest money, the commission check will not be processed until the earnest money has cleared the bank. If a commission check or any other payment or fee is in the form of a personal check, Associates will receive their commission or portion of the fee when the personal check has cleared the bank. This may take up to 7 to 10 days.

When a contract is first turned in to the Office, via DotLoop, a compliance email will be sent to the Associate detailing any paperwork needed to complete the file. It is the Associates' responsibility to ensure that the Office has all the required paperwork. On occasion, the Broker's accounting staff may be at business-related conventions or training and unavailable to issue Associate commission checks. During these rare occasions, commissions make take longer to process, but notice will be given to Associates if possible and any possible provisions will be made.

When commission checks are processed, 100% of the net commissions collected will be remitted to the responsible Associate less the following, if applicable:

Multiple listing fees

Referral fees and relocation fees

Outstanding individual Office fees or deferred split

In the event that the Company and Associate find it necessary to sue for commission, all expenses, including court costs and attorney's fees, are the obligations of the Associate.

PAPERWORK REQUIREMENTS

The Company requires certain documents pertaining to each transaction to remain in compliance with the rules of the National Association of Realtors, the Georgia Association of Realtors, the Georgia Real Estate Commission, RE/MAX LLC, RE/MAX Regional, First Multiple Listing Service, Georgia Multiple Listing Service, NE Ga Multiple Listing Service, and the Company errors and omissions insurance policy. GA Law requires that the Company review all listing contracts, leases, sales contracts, management agreements, and offers to buy, sell, lease or exchange any real property secured or negotiated by the firm's Associates within 30 days of the date of the offer or contract. Therefore, all such documents must be turned into the office, via DotLoop within 48 hours of the offer or contract date.

Once the Company receives an offer, lease, contract, or agency agreement, a corrective notice describing any missing or incomplete documentation will be e-mailed to the Associate. If the Company is fined by any of the above authorities due to missing, incomplete, or inaccurate documentation, the fine will be the sole responsibility of the Associate and shall be due immediately upon notification from Company.

Associates are required to turn in a listing agreement to the Office, via DotLoop, within 48 hours of the list date.

Once a contract is fully executed Associates are required to turn it into the Office within 48 hours via our paperless system. If Associates are working with a builder, re-lo or bank-owned property and are waiting on final signatures, turn in a working copy with a note indicating that the final copy will be turned in upon your receipt. The Office will review all contracts, and Associates will receive notice of other documents needed to complete the file via email through our paperless system.

HUD Statements and any missing documentation must be turned in by the Associate to the office within 48 hours of the closing. If the attorney does not release the HUD or funds at the closing, please notify the office as to the status of the documentation. The Company reserves the right to hold an Associate's commission check until all required paperwork if received. The Company will not disburse commission checks to an Associate until all mandatory paperwork is received and is complete and fully executed. If all mandatory paperwork is not received within 30 days of closing or lease commencement date, Company reserves the right to retain Associate's commission in full as risk management for any legal action or claims that may arise from incomplete or missing paperwork or misrepresentation by the Associate.

The Company will keep a copy of each agency agreement and contract in progress, voided and closed on file for a period of three years.

DISCLOURSE & REFERRAL REQUIRMENTS

Real estate law requires that any fee, charge, profit, commission, referral, rebate, or other valuable consideration that is related to the purchase, sale, exchange, or lease of real property be disclosed on the settlement statement for that transaction or on a supplemental document given to the Associate's principal on or before closing or lease signing. A principal is defined as a client or a customer who is not being represented by another Broker.

Furthermore, any time a referral is made, the referring Associate must obtain written permission to refer the client. This agreement must disclose an estimate in the referral fee that will be received and must be signed by the person being referred. If an Associate receives a referral, the referral fee being paid must be disclosed to the principal and a W-9 must be obtained from the referral source.

These disclosures can be made on the HUD-1, in the special stipulations of a contract or a lease, on form F77 or CO11 depending on the situation. For clarification, seek the advice of the Broker. A record of this disclosure MUST be maintained in the Broker's records.

MANAGEMENT ADVICE & LEGAL ASSITANCE

It is our Company policy to support a select group of real estate closing attorneys who have demonstrated legal competence over a sustained period of time. Other than the obvious benefit of competent closings, an attorney who receives a significant amount of business from our Office will normally lend us legal advice and consultation without billing us for that service. A current list of Company attorneys is available from the Office manager.

Management support and advice are available from the Broker, Molly McGrory in person at the Office, by email, text, and cell phone. If a question arises during a real estate transaction and the Associate believes legal advice is necessary; the Associate shall inform the management staff of the problem. If the problem is not resolved, the Associate should consult with the staff and one of our selected attorneys. If an Associate must respond to an offer and is unable to get in contact with management or an approved attorney, then a protective clause to the effect "this contract is subject to the approval of the principal broker and/or the attorney of buyer or seller" should be inserted in the contract until the question can be resolved. If the Associate is sued or threatened with a lawsuit in conjunction with a real estate transaction, he/she should immediately inform the Broker. The Broker must then report the suit, or threat thereof, to the Errors and Omissions Insurance carrier. If an Associate uses the services of a company attorney, and the Company is billed for the attorney's time, the Associate is responsible for any and all of the fees. Associates are responsible for paying their E & O deductible at the time they are notified by our E & O carrier.

It could benefit you and possibly waive your deductible if the following precautions are taken:

ASSOCIATE RESPONSIBILITY & DUTY

Associates are required to stay abreast of all changes in Georgia Real Estate Commission rules and regulations, Fair Housing Laws, Board of Realtor bylaws, National Association of Realtor's Code of Ethics and Standards of Practice, multiple listing regulations, real estate license law, and Company policy. Even though these will be addressed at Business Meetings and Company gatherings, it is expected that Associates will make frequent reference to any available educational sources in order for them to perform legally, ethically, and profitably. Associates are also required to stay abreast of any

and all laws affecting their real estate business and the well-being of their clients (i.e. seatbelt and child safety seat laws when transporting clients or customers).

The National Association of Realtors' Code of Ethics and Standards of Practice are the basic

premise underlying the very foundation of the operation of our Company. The Code of Ethics and

Standards of Practice are made a part of this manual by reference. Copies of both documents are available for your review as needed. Should an Associate believe that another Associate of this or any other Company has violated any article of the Code of Ethics, this violation should be reported immediately to the Company.

If the Company is fined by any of the above authorities due to the actions of any Associate, the fine will be the sole responsibility of the Associate and shall be due immediately upon notification from Company. Furthermore, if an Associate is paid a commission on any transaction, and that commission is later awarded to another Company through a Board of Realtors' arbitration or mediation or through a court of law, the award amount is immediately due to the Company from the Associate to whom the commission was paid.

INSURANCE REQUIREMENTS

Associates are strongly encouraged to maintain health and disability insurance for themselves and their families. Associates are required to maintain the following types of insurance: automobile liability, personal liability, business equipment loss insurance, and errors and omissions insurance.

Automobile insurance: Associates must carry automobile liability insurance to cover business use of their vehicle(s). The Company does not object to the Associate adding such coverage to their existing automobile insurance policy. The Associate's automobile liability policy to cover business use should have a combined single limit of liability of at least five hundred thousand dollars or bodily liability insurance having limits of at least two hundred and fifty thousand dollars for any one person and five hundred thousand dollars arising out of a single accident and property damage liability insurance having limits of at least one hundred thousand dollars arising out of a single accident.

Personal Liability and Business Equipment Loss insurance: Associates shall purchase and maintain personal liability and property/business equipment loss insurance coverage at their own expense. The business equipment loss insurance should cover all equipment that they bring into the Office including but not limited to computers, cell phones, and e-keys. This policy should also contain blanket general liability umbrella coverage of $500,000 or more. The Company does not insure Associates personal property.

Errors and Omissions Insurance: Every Associate must carry this coverage. This policy covers Associate real estate transaction liability for most types of negligent actions as well as for defense costs. Our Company will select and administer a plan that is most beneficial to the overall operation of our Office and its Associates. In the event of a claim, the errors and omissions policy deductible, as well as any monies due in a suit that results in a settlement amount that is higher than the policy coverage, is the responsibility of the Associate involved in the transaction.

BOARD MEMBERSHIP

It is a requirement of the Office that all Associates become a member of the Board of Realtors of which the broker is a member. Membership should be established within the first 30 days of affiliation with our Company. If the Office receives notice that the board membership dues have not been paid on time, the Office will apply the board's fee to the Associate's next monthly investment statement.

RE/MAX LLC

Associates are responsible for the annual RE/MAX LLC dues and will pay those in a timely manner. If the Office receives notice that these have not been paid on time, the Office will apply those fees to the Associate's next monthly investment statement.

CONTINUING EDUCATION

Continuing education is a requirement of license law, and all Associates are responsible for fulfilling their responsibilities for license renewal through the Georgia Real Estate Commission. The requirements include but are not limited to continuing education requirements through approved CE courses. The Company will have free continuing education opportunities from time to time for the Associates. Associates can also get online CE credit through various sites including GREC.

VACATION & OUT-OF-TOWN COVERAGE

When an Associate is planning to be unavailable to clients and customers for an extended period of time during a vacation or for whatever reason, the Associate is required to notify the Office of the dates which they will be unavailable and a telephone number where the Associate can be reached in an emergency if available. Also, the Associate that will be unavailable is required to have another Associate responsible for their business while they are away or unavailable. The two Associates should have an agreement determining the basis for compensation for all probable situations before the Associates' unavailability begins. If an Associate is unable to care for their business and the Company becomes responsible for a transaction on behalf of the unavailable Associate, the Company reserves the right to charge a referral fee of 25%.

HOME OFFICE

Associates may work primarily from home while being affiliated with the Company. However, certain rules apply regarding an Associate's home office to remain in compliance with the Company Franchise Agreement and certain provisions of the Georgia Real Estate Commission. The Associate must maintain a current status with the Company as to affiliation and applicable invoices. All expenses relating to their home office facility are the responsibility of the Associate. It is the Associate's responsibility to determine the deductibility of home office expenses for IRS purposes. The associate is responsible for any applicable business licensees and compliance with any Georgia Real Estate rules and regulations pertaining to the home office. There can be no signage that would portray the home office as a RE/MAX office. In the event that the home office associate contemplates meeting prospects, clients, and/or co-op agents or employs an assistant at their home office facility, it is the

associate's responsibility to obtain appropriate and sufficient liability insurance naming the Associate and the Company as insured. Any assistant employed by the Associate will be governed by the applicable "Assistant" agreements executed by the employing Associate, the assistant, and the Company.

EQUAL OPPORTUNITY & FAIR HOUSING LAW

The Fair Housing Law declares that it is illegal to discriminate on the basis of race, color, religious creed, national origin, sex, age, children, ancestry, marital status, veteran history, public assistance recipient, or handicap. It is an unlawful practice for owners, lessees, sublessees, licensed real estate agents, assignees, managing agents, or unit owners to refuse one of the above-stated groups the: Right to Buy, Right to Lease, Right to Rent, Right to Ownership, Right to Possession.

• It is unlawful to:

• Discourage a person from buying or renting a dwelling in a particular area and encourage him/her to buy or rent in another area.

• Represent a dwelling that is not available for sale, rent, or inspection with the dwelling is in fact still available.

• Charge or quote a higher rental or sale price for a dwelling.

ETHICS

The National Association of Realtors has adopted a code of Ethics as a standard for its members. In short, the members agree to abide by the "Golden Rule": "Do unto others as you would have them do unto you." Copies of the Realtor Code of Ethics are available from the National Association of Realtors or your local Board of Realtors. It is more desirable for a Sales Associate to lose a sale than misrepresent the facts and cause a negative reflection upon his or her honesty and integrity.

NON-DISCRIMINATION

It is the law of the land that no person shall be discriminated against on the basis of sex, race, color, religion, or national origin. The Company policy prohibits discrimination in either hiring or firing of personnel on the basis of sex, race, color, religion, or national origin. Also, as a condition of association with the Company, the Associates are prohibited from discriminating on the basis of sex, race, color, religion, or national origin when showing, selling, listing, leasing, and advertising real estate. Should an Associate be accused of discrimination, the broker will conduct an investigation. If the investigation confirms the accusation, the Associate's actions will be reported to the Georgia Real Estate Commission for further investigation and necessary action. A basic premise to which the Company and its Associates subscribe is that individuals with similar financial resources and interests in the same housing market area have a like range of housing choices available to them regardless of their sex, race, color, religion, or national origin, and that information and service will be made

available to enable all clients and customers of our Company to have free choice in housing opportunities.

AGENCY DISCLOSURE

In the state of Georgia, brokerage law permits client relationships, customer relationships, dual agency relationships, and designated agency relationships. However, client relationships can only exist when a written brokerage engagement agreement is entered into between Company and the client.

It is Company policy to represent each buyer with whom the Company is working as a client pursuant to a written Buyer Brokerage Agreement, and in addition, the Associate must promote the interests of the buyer client by (a) seeking property at a price and on terms acceptable to the buyer; (b) timely presenting all offers and counteroffers to and from the buyer; (c) disclosing to the buyer adverse material facts which the Associate has actual knowledge concerning the transaction; (d) advising the buyer to obtain expert advice as to material matters which are beyond the expertise of the Associate; (e) timely accounting for all money and property received by the Associate in which the buyer has or may have an interest; (f) exercising ordinary skill and care in working for the buyer; and (g) complying with all laws and regulations governing real estate brokers and Associates. As required by the Brokerage Relationships in Real Estate Transactions Act, Associates must maintain the confidentiality of all personal and financial information and other matters identified as confidential by the buyer, if that information is received by the Associate during the term of the Buyer Brokerage Agreement unless otherwise required by law or if the buyer permits disclosure of the information by subsequent word or conduct.

It is Company policy to represent each seller with whom the Company is working as a client pursuant to a written listing agreement, and in addition, the Associate must promote the interests of the seller client by (a) providing information on market statistics to the seller; (b) advising the seller in regards to property condition and pricing; (c) marketing the home to potential buyers; (d) timely presenting all offers and counteroffers to and from the seller; (e) advising the seller to obtain expert advice as to material matters which are beyond the expertise of the Associate; (f) timely accounting for all money and property received by the Associate in which the seller has or may have an interest; (g) exercising ordinary skill and care in working for the seller; and (h) complying with all laws and regulations governing real estate brokers and Associates.

When an Associate is acting as the seller’s listing Agent only and there is not a selling Agent involved, then the Associate must treat the buyer as a customer. Under those circumstances, there is no agency relationship between the Associate and the buyer. Instead, the Associate will work with the buyer as a customer and must perform the following responsibilities to the buyer: (a) treat the buyer fairly; (b) not knowingly give the buyer any false information; (c) timely disclose to the buyer all adverse material facts pertaining to the physical condition of the property and improvements located on such property, including but not limited to, material defects in the property, environmental contamination and facts required by statute or regulation to be disclosed which are actually known by the Associate,

and which could not be discovered by a reasonably diligent inspection of the property by the buyer; and (d) timely disclose all material facts pertaining to existing adverse physical conditions in the immediate neighborhood within one mile of the property which are actually known to the Associate and which could not be discovered by the buyer upon a diligent inspection of the neighborhood or through a review of reasonably available governmental regulations, documents, records, maps, and statistics.

Company policy does not allow dual agency where one Agent represents both parties in a real estate transaction. A potential single Agent dual agency situation can occur when (1) a buyer comes to the listing Agent's open house, (2) an Agent is an on-site builder representative, (3) the listing Agent receives a direct solicitation from a potential buyer from a sign-call, ad-call, or other similar contacts, or (4) a buyer is interested in a for sale by owner. In situations similar to 1, 2, and 3, the Associate involved will represent the seller as a client, and in situations similar to 4, the Associate involved will represent the buyer as a client. The other party in these situations can be treated as a customer, and no single Agent dual agency should occur. Should the other party insist on client representation, the Company policy is to assign another Agent from our Office to work with that party? Any compensation sharing between Agents should be agreed upon in writing in advance and a copy should be given to the Office. With this preferred policy, different Agents affiliated with our Office act as designated Agents to exclusively represent different clients in the same transaction. The Office has the right to assign such Agents in order to have a designated agency situation rather than a single Agent dual agency situation. Each Agent so assigned shall ensure that they each represent their respective clients in accordance with the Brokerage Relationships in Real Estate Transactions as well as the respective brokerage agreement. In regard to the designated agency, the Company has adopted a policy that the Associate identified in the listing agreement is automatically assigned to represent the seller as a client and that the Associate identified in the Buyer Brokerage Agreement is automatically assigned to represent the buyer as a client.

RENTAL PROPERTIES, PROPERTY MANAGEMENT & LEASE PURCHASES

Associates shall immediately notify the Company of any rental properties that are owned or managed by the Associate. Agents must complete the form "RE/MAX Town & Country Agent Property Management & Community Association Management" and notify Molly McGrory. If the Associate has a trust account, he/she shall register the trust account with the Georgia Real Estate Commission on the appropriate forms and will report once a month to the Broker a reconciled bank statement showing the disposition of all security deposits or trust funds held or disposed of in that account. The Company holds a rental trust account and strongly urges Associates to allow the Company to hold any rental trust funds.

Rental applications or any other documentation containing sensitive personal or financial information should not be obtained, provided, collected, or stored by an Associate or Broker. Associates should use an outside service for assessing rental applicants such as the RE/MAX Approved Supplier Trans Union Smart Move. This site allows the tenant to go to enter their own information and pay for the background/credit check, and it emails the results to you and/or the landlord. This alleviates the collection of the application fee as well as the liability of having their social security, bank account information, and job history on hand. Access this website at: https://rii.mysmartmove.com/.

The Move-In, Move-Out Inspection Form (F43) is a requirement for every lease. The body of the lease states that the Move-In, Move-Out Inspection Form is provided to the tenant prior to the tenant "tendering a Security Deposit" and is attached as an exhibit. When representing the Tenant, an Associate should request this document prior to completing a lease. When representing the Landlord in a rental transaction, it is best practice to have the Landlord complete the document upon listing so that it can be provided to any potential tenants. Associates should also recommend that the Landlord take pictures of the property's condition prior to leasing it and attach it to the Move-In Statement if warranted.

Associate acknowledges that under the laws of the State of Georgia, the Broker is responsible for the appropriate handling of trust funds held by the Associate and registered with the Commission and may be held responsible in the event funds are mishandled by the Associate. Associates shall handle funds exactly according to the requirements of the Georgia Real Estate Commission and should, for any reason, the Commission rule any funds were mishandled, it will be the Associate's responsibility to make the financial correction necessary so as to not jeopardize the license of the company or any of its management.

Security Deposits should be held by the Landlord unless RMTC is under a Property Management Agreement with the Landlord. In the rare situations where Broker is to be identified as the Holder of the Security Deposit while NOT managing the property, the

Associate must:

• Check with a Broker to discuss the situation and get our approval to hold it prior to completing the lease.

• Actually have the security deposit in hand before indicating in the lease that the Broker is

holding it. If not, the Associate must include in the lease a special stipulation about it being provided at a later date.

• Ensure that the Move-In Inspection has been completed by Landlord and provided to the Tenant. Georgia law prohibits the acceptance of the security deposit prior to the Landlord providing a completed Move-In Inspection to the Tenant.

• Include the following special stipulation in the GAR lease states: "Although RE/MAX Town & Country (Holder) is the Holder of the security deposit it shall be the Landlord's responsibility to prepare the Move-Out Statement in accordance with paragraph 6F of this agreement and to provide it via email to Tenant and copy Holder within the timeframe set forth therein. If the Landlord does not provide a Move-Out Statement within the time frame and Holder has not been notified that the lease has been extended or renewed Holder will disburse the entire Security Deposit to the Tenant by the Due Date. Notice of extension or renewal of this lease shall be sent to Holder by the Landlord via email prior to the expiration of this agreement. If the Tenant agrees with Move-Out Statement, the Tenant shall sign, initial and deliver via email the executed agreement to Holder and Landlord within 5 banking days of receipt and Holder will refund the security deposit to Tenant less any charges detailed therein. For the purposes of this paragraph, Holder's email address is: remaxtccorp@gmail.com, and Tenant and Landlord's email addresses are listed on the signature page of this Agreement. Tenant and

Landlord authorize Holder to mail any balance of security deposit to the following addresses: Tenant: _____, Landlord_____."

Any Associate who desires to enter into a property management listing agreement with a prospective landlord shall complete CE courses on both property management and Fair Housing Laws prior to entering into the listing agreement unless he or she has experience in property management of at least one year. The agent must also discuss and notify Molly McGrory. In addition, any Associate dealing in property management shall:

1. Prepare a statement of account for each client at least annually

2. Perform annual audits or reviews of any trust accounts that he or she manages

3. Not personally perform any physical maintenance on the property – this is NOT covered

under the Broker's insurance policies

4. Maintain a log identifying the date, time, and nature of any tenant complaints

5. Maintain a log identifying the dates, status, and nature of maintenance or repair work

orders

6. Have a procedure to become familiar with Fair Housing Laws

Broker advises against the use of Lease Purchases in relation to a real estate transaction. In situations where a tenant wants to establish a right to purchase rented property, it is best to execute a Residential Lease and an Option Agreement.

EARNEST MONEY

The proper handling of earnest money is a critical aspect of the real estate business. There are no designated amount of earnest monies that must be deposited with a contract. The Georgia Real Estate Commission requires that earnest money be turned in to the Company or the attorney that is holding the Earnest Money as soon as practically possible. It is preferred that the closing attorney holds the Earnest Money. Associates must consider getting earnest money to the Company a top priority. The Company earnest money form must accompany all earnest money checks that are turned in to the Office. When the earnest money is turned in with the contract, the Associate should mark "Deposit" on the earnest form. If an Associate has already received the earnest money check while negotiating a contract, the earnest money still must be turned in as soon as practically possible written on the earnest money envelope with "Hold" marked. In cases where the earnest money is turned in prior to a binding agreement, the earnest money will be deposited when the Associate turns in the binding agreement with the contract cover sheet. If no cover sheet is included then the earnest money will not be deposited.

There is a provision in the GAR sales contract that requires that earnest money be deposited into the escrow account within five days after the contract is fully executed. If there are any special circumstances regarding earnest money, (such as the earnest money is being mailed, the earnest money

is being provided within a certain number of days from the binding agreement date, earnest money to be deposited 10 days from binding agreement date, etc.), all parties must agree to them by signing a sales contract with the irregularity in the special stipulations. Under no circumstances should an Associate indicate in a contract that we are holding the earnest money unless the Associate physically has the earnest money **in hand.**

The disbursal of earnest money held by the Company is the responsibility of the Broker. The Associates must not commit the Broker to any decision as to the disposition of the earnest money being held, except that it will be applied to the amount owed by the purchaser when the sale closes. Associates must obtain an "earnest money release agreement" signed by all parties to the contract in cases in which the earnest money is being disbursed for reasons other than closing. In cases where the release form cannot be obtained, the Broker will make a determination as to who the recipients are in accordance with provisions of the Georgia Real Estate law and the Purchase and Sale Agreement.

From time to time, the earnest money collected for a transaction exceeds the commission being paid to the Broker. When this occurs, the Broker must disburse the earnest money to the attorney prior to closing. The Broker needs at least 4 days notice to make such arrangements, and the parties must sign form F86 granting permission to disburse funds prior to closing. It is the Associate's responsibility to notify the Broker and to prepare the appropriate paperwork in advance of closing.

D O N O T C A L L

It is the policy of the Company to comply fully and completely with all federal and Georgia state laws and regulations regarding telephone solicitations. Federal and Georgia state laws and regulations prohibit the making of unsolicited telephone sales calls to homeowners who have entered themselves on the National Do Not Call ("DNC") list. Please visit telemarketing.donotcall.gov. It is the responsibility of every employee or licensee to check each list and to make sure he or she does not make an unsolicited sales call to a person on either list.

Employees and licensees may call a consumer with whom they have an established business relationship, provided the consumer has not asked to be on the Firm's in-house Do Not Call list. An established business relationship is based on either:

(1) the consumer's use of the employee's or licensee's services within 18 months preceding a telemarketing call (the 18-month period runs from the date of the last transaction between the consumer and the employee or license) OR

(2) a consumer's inquiry or application regarding an employee's or licensee's services, and exists for three months starting from the date the consumer makes the inquiry or application.

This enables employees or licensees to return calls to interested prospects even if their telephone numbers are on the National Registry.

In accordance with federal and State of Georgia laws and regulations, it is this Firm's policy to:

1. Maintain its own DNC list comprised of persons who have requested that their telephone numbers not be called for telephone solicitation. Each entry shall be retained on the list for at least 5

years, or until we receive a written request from the consumer that the number be deleted from the list. A copy of the in-house DNC list is also maintained at the office Office and is available for inspection at the Office.

2. Require all employees and affiliated licensees to undergo periodic training with respect to the DNC laws and regulations, and with respect to Company policy regarding the same. Further, employees and licensees are supervised and monitored whenever possible with respect to compliance with all Company policies regarding telephone solicitations. Any employees or affiliated licensee who violates the laws, fails to participate in regular training, or fails to comply with the Firm's DNC policy, will be subject to discipline, which may include a fine and/or termination.

3. Require employees and licensees, before making any telephone calls, to first verify that the number does not appear on either the National or in-house DNC list.

4. Require that any employee or licensee of the Firm making telephone solicitation calls (to a number that is not on either DNC list);

a. Make calls only betweens 8:00 AM and 9:00 PM.

b. At the beginning of the call, politely identify themselves by providing their first and last name, state that he or she is calling on behalf of the Firm, and explain the nature of the call.

5. Require that all employees and licensee transmit or cause to be transmitted the telephone number, and when available by their telephone company, the name of the employee or licensee to any consume's caller identification service.

6. Require that any employee or licensee, upon receipt of a request from a consumer that their telephone number be added to our DNC list, provide, in writing, the consumer's name and telephone number to the Office Manager within 24 hours of the receipt of said request. The office Manage shall add the number to the in-house DNC list as quickly as possible but in no event later than 30 days from the date of receipt.

7. Provide, as quickly as possible upon request from any consumer, a copy of this DNC policy, by mail to the same address provided by the consumer.

8. Require any employee or licensee upon receipt of any request from a consumer regarding the Firm's DNC policy to forward the request to the Office Manager within 24 hours of receipt of said request.

9. Retaom Firm records regarding compliance with these procedures for a period of 24 months.

The name of the person to contact if you have any questions regarding this written policy is Molly McGrory (770) 596-6599.

MULTIPLE LISTING SERVICES, LISTING INPUT & CORRECTIONS

As a condition of membership in the multiple listing services, all listings must be entered into their databases. In addition, we are bound by their rules and regulations regarding timely entry of new listings, changes, sales notifications, professional conduct, etc. Once the listing is entered into FMLS, CTI, and MLS, the Associate must check the listing for accuracy. The Company will not accept any responsibilities for errors that are inputted. If an Associate inputs his/her own listings or make changes to existing listings, the Associate must turn into the Company any listing agreements or addendums to the Company within 2 business days via the paperless system. If the Company is fined due to a violation of the rules and regulations regarding a listing, the listing Associate is responsible for the fine and will be billed accordingly.

HUD & FANNIE MAE POLICIES

Effective immediately, Fannie Mae and HUD will now prohibit the purchase by the Listing Broker, Listing Agent, and any licensees affiliated with the Broker, even if located in a different office under the Broker's control. Also prohibited is the sale to a close relative of the Listing Broker, Listing Agent, and any licensees affiliated with the Broker. A "close relative" is defined as a spouse, domestic partner, or child under the age of 18 or any relative who shares the same residence.

DRUG AND ALCOHOL USE

No drugs or alcohol shall be present or used by any Associate during any real estate brokerage transaction. The Associate should also discourage such use by any client/customer during the transaction. Upon discovering that the client/customer is under the influence of either drugs or alcohol, the Associate should take the client/customer home and suggest that they discuss or complete the transaction at another time. Should the Associate have a medical condition that requires the use of drugs or in any way hampers their functioning in a normal and/or safe manner, they should notify the Company immediately.

In short, don't do drugs and don't take on clients who do.

SEXUAL HARASSMENT

This office will not tolerate verbal or physical conduct by any employee which harasses, disrupts, or interferes with another's work performance or which creates an intimidating, offensive, or hostile environment. While all forms of harassment are prohibited, our policy is that sexual harassment is specifically prohibited. Any employee or Sales Associate who believes a violation of our policy against sexual harassment has occurred should immediately report that information to the Broker/ Owner. Any employee, associate, or manager who is found after appropriate investigation to have engaged in harassment of another employee will be subject to appropriate disciplinary action, depending on the circumstances, up to and including termination.

LEGAL AND TAX ADVICE

No Associate shall give legal advice to a customer/client. The Associate is authorized and should explain the paragraphs of the standard listing and sales contract and the actions required by both parties resulting from these agreements. No Associate shall give tax advice to a client/customer. The

Associate is authorized and should provide information to the client/customer regarding the payment, proration, or distribution of real estate property taxes. If a legal or tax question is of the type that is beyond the scope of real estate practice and training, the Associate should suggest that the inquiring individual consult an attorney or tax accountant.

RESPA - PROHIBITION OF REFERRAL FEES OR "KICKBACKS"

Section 8 of the Real Estate Settlement Procedures Act (RESPA), 12 U.S.C. Sec. 2607, was adopted by Congress in 1974 to prohibit "kickbacks" and fee-splitting for the referral of residential settlement services which could unnecessarily increase the costs of the settlement services to consumers. It is the policy of RE/MAX Town & Country that all Associates shall familiarize themselves with the requirements of RESPA and fully comply with the same. Under Section 8(a) of RESPA, it is illegal to give or receive anything of value pursuant to an agreement or understanding to refer real estate settlement services to a particular entity in connection with a federally related mortgage loan. Violations of RESPA may result in criminal penalties of up to one year in prison and fines up to $10,000.00 for each violation. In addition, violations may subject you to civil liability of three times the settlement service charge involved in the improper referral or fee split, plus legal fees.

RE/MAX Town & Country assumes no liability or responsibility whatsoever for violations of RESPA by Associates.

REPORTING PROBLEMS TO COMPANY

The following should be reported to the Company management team immediately:

- Serious customer/client complaints involving real estate transactions
- Automobile accidents while the Sales Associate is participating in real estate brokerage transactions
- Criminal charges and/or civil involving a real estate brokerage transaction
- Administrative actions which involve the license law, Code of Ethics, and/or inefficient operation
- Contract default
- Multiple contracts offer where our Associate is acting as a principal
- Threatened legal actions and acts of discrimination
- Unresolved disputes between Associates, within or outside the office

• Injuries within the office •

LAWSUITS

While they are not foreseen, lawsuits sometimes do occur. In the event that an associate is served with a complaint and a suit has been filed against the associate, it is imperative that the associate notify the broker of such suit within 24 hours of such knowledge. The Errors and Omissions Carriers will be notified immediately.

CONFIDENTIALITY

Any confidential information disclosed to Company personnel during the course of their activities shall not be divulged to anyone without the consent of the principal. Confidential information is an extremely valuable and important asset of the Company and its clients. Unauthorized use or disclosure could result in serious harm to the Company and/or termination of the offending person.

WRITTEN AGREEMENTS BETWEEN ASSOCIATES

Any Associates entering into referral agreements, co-listings, or team/licensed assistant relationships shall execute a signed agreement outlining duties and compensation splits or referral fees. The Office will not help resolve disputes among Associates without a written agreement.

SALES ASSOCIATES BUYING, SELLING, RENTING ACTING AS PRINCIPAL

As required by the Georgia Real Estate Commission Rules and Regulations, Associates acting as principals buying or selling must first advise the principal broker in writing and disclose their licensed status in all advertising, listing, sales contracts, and rental agreements.

NEW LISTINGS

• **Must have the following documents:** The Listing agreement and other pertinent information such as Seller's Disclosure and Community Association Exhibits. Please ensure that you have all the required documents. These documents **must be uploaded into DotLoop within 24 hours.**

•**Timefrma for documents:** All listing documents are to be submitted at the time the listing is placed in the MLS and uploaded into Dotloop

• **Warranty Deed:** All listings need to have a copy included in the file.

NEW CONTRACTS

• **Must have the following documents:** The Contract cover sheet that is located on Dotloop along with all documents pertaining to the transaction. Once submitted the Broker will go thru the forms and assign tags for the missing documents. Please ensure that you have all required documents

as well as fill out the required Contract Cover sheet. If we do NOT have the required paperwork, we cannot issue a commission check.

• **Timeframe for documents:** All contract documents are to be submitted within 24 hours of an accepted contract and the earnest money will not be deposited without the contract cover sheet.

•**Where to submit**: All listing paperwork is to be uploaded into your Dotloop Account.

DRESS CODE

The agents and staff of RE/MAX Town & Country are asked to maintain a business casual appearance while in the office and while meeting clients outside of the office. Agents and staff should always dress in a manner that is conducive to meeting the public and presenting a professional image. Please remember that even if you are not meeting a customer in the office on a particular day, there is a good chance that someone else is.

WORKSPACE

You are encouraged to hang your award plaques, pictures, photographs, or anything that makes you feel more comfortable in your surroundings. We ask that our staff and agents keep their work area neat and organized.

OFFICE ETIQUETTE

Following is a list of expectations we have for maintaining courtesy to others within each office.

• Do not raise your voice or curse in the common areas of the office.

• Please keep all back and side doors locked

• If you are the last to leave the office in the evening, please be sure to check the lights and make sure the doors are locked securely.

• **Do not participate in office gossip or rumors. Please go directly to Molly or your office administrator if there is something that does not appear or sound right.**

• Keep common areas neat.

• Do not remove or install any programs on office computers.

• If you store anything in the fridge, remove it before it goes bad. When the fridge is cleaned out we cannot be responsible for any food or Tupperware left untagged.

• If you are leaving for vacation, please notify the office staff via email of the dates and who will be handling your business while you are away.

• Do not make negative comments to or about other associates within the office. If you have a problem with a staff member or an associate, please contact Molly.

• Do not contact another agent's client unless you have permission to do so.

• When marketing expired or withdrawn listings make sure that they are not from another agent within our office.

• Notify the staff when office supplies or restrooms need supplies

WHAT DOES THE STAFF DO FOR YOU

Our support personnel is an integral part of our business and their help is invaluable. We ask that you always treat them, as you would expect to be treated yourself.

• OFFICE ADMINISTRATION: The administrator has many more duties then just answering the phones. Their responsibilities are as follows:

• Answering phones in a professional manner and fielding the phone calls appropriately.

• Directing the callers to their appropriate agent.

• Greeting all incoming traffic

• Receiving general emails and snail mail, print out contract cover sheets and

deposit of earnest money.

• Keeping the bathrooms tidy and full of needed supplies.

• Basic fax/copier/phone service as needed.

• Assisting agents with their basic needs

• Assisting Broker and Manager with miscellaneous marketing efforts.

• Administrators:: Their main focus is to provide support to our Agents. They will make sure you are up and running on all office equipment and office sites. They are available to assist you with all of your needs.

SECURITY OF LISTED PROPERTY

The Sales Associate must check, as frequently as deemed appropriate, to ensure that other Sales Associates using the lockbox have not left lights on and doors open or unlocked. When discussing the use of the lockbox with the owner, both pros and cons of the lockbox should be explained.

PERSONAL SAFETY

Sales Associates should be particularly careful not to subject themselves to unsafe situations. Associate safety videos are available from the Company and from RSN. Associates should never go to a vacant house alone nor should they meet clients at a vacant house. It is always best practice to meet clients at

the office and leave from there. When in doubt, or uncertain about a new client, an Associate should ask another Associate to accompany them.

REPRESENTATION AND DISCLOSURE

To offset a potential claim for misrepresentation from a client/customer, Associates shall always:

• Be alert for “red flags” that suggest the presence of a defect.

• Obtain property condition disclosures for every listing and make sure that it is updated at the time of contract.

• Obtain the property disclosure prior to making an offer on a property when representing buyer clients.

• Suggest the use of experts when specialized analysis may be required.

• Recommend that a qualified inspector make an inspection of the property.

• Recommend that a home warranty be purchased on all resale homes and discussed relative to new homes.

• Strongly recommend that the buyer complete a final “walk-through” inspection prior to closing.

• Preface responses to buyer’s question, which are the “opinion” of the Associate, as such. If the response is “fact” then disclose the source of the fact.

• Refrain from predicting potential “future” values of properties.

TERMINATION

Termination of Associates will be as described in the independent contractor agreement. Associates who leave and have a closing pending on a transaction or have a referral pending will be paid those funds less any amounts in arrears from personal accounts or other customary deductions. It is the Associate’s responsibility to document business in process for which there is not yet a contract, including any accepted referrals for which there is no contract and all active listings. The Associate will present this documentation to the Company for agreement on final disposition.

FINES, FEES, AND OUTSTANDING COMMISSIONS

If an Associate fine is due to the Company, or an Associate has any past due to fees or fines due to the Company or any firm, board, etc. associated with the Company (i.e., board of Realtors, Georgia Real Estate Commission, RE/MAX International, listing services), the Company can and will deduct

balances owed from any and all commissions due to the Associate. Failure of the Office to impose a fine for any violation does not negate their right to impose them for another violation.

ASSISTANTS

To comply with provisions of the Internal Revenue Service (IRS), the rules and regulations of the Georgia Real Estate Commission and the laws of the state of Georgia, as well as to maintain the integrity of the RE/MAX system Associates who hire assistants, licensed or unlicensed, and the assistants, shall adhere to the following guidelines:

• All assistants (with the exception of "partners") must be employed by the Associate for whom they work. The determination of employment status for tax purposes is largely governed by the IRS code and is based on the control, time, manner, and method of work of an assistant. After extensive research and upon legal counsel advice, it is the Company's policy that assistants are employees of the licensee for whom they work.

• It is expressly understood that no employment agreement will be created or implied between the Company (including, but not limited to the Broker/Owner, qualifying Broker, managing Broker) and the assistant by imposing these requirements.

• Associates who employ assistants shall maintain current agreements with their assistants indicating their job descriptions, method and amount of compensation, full- or part-time status, treatment of taxes, insurance, etc. The job description shall include specific language that the licensed assistant shall comply with all provisions of the Georgia Real Estate Commission, state, federal, and other regulatory agencies and that the unlicensed assistant shall not perform any acts of a licensee. Licensed assistants will execute a "licensed assistant – Broker agreement" with the Company, and the unlicensed will execute an "assistant – Broker agreement"

• Assistants shall be under the direct supervision of the Associate, and it is the Associate's sole responsibility to ensure that the assistant complies with any rules, regulations, or laws, specifically, but not limited to duties of licensed vs. unlicensed assistants.

• Georgia Real Estate Commission rules and regulations require that all licensed assistants must be licensed with the Company, and the related Company fees are the ultimate responsibility of the employing Associate.

• All licensees who employ assistants are required to complete and withhold the appropriate taxes (state, federal, FICA, FUTA, etc.) for their employees and specifically indemnify RE/MAX LLC, and RE/MAX Town & Country and the Broker(s) and Broker/Owner for the licensee or assistant's failure to fully comply with any of the above requirements imposed by any state, the federal or regulatory agency. It is recommended that the employing Associate contract with a payroll company to administer checks and tax withholdings, etc. (The cost of this service is very modest.)

• Any Associate who employs an assistant further indemnifies RE/MAX LLC, and its RE/MAX Broker against any actions, violations, errors, or omissions that might arise as a result of such actions by the Associate or Associates assistant.

• All employees that have been hired by an Associate or the Company shall only work for Associate of the Company and cannot be hired by another Associate or the Company without the express written consent from the Associate who originally hired the employee. If an Associate wishes to hire the employee without the express written consent of the original employer, then that Associate's license will have to be transferred to another place of employment. RE/MAX Town & Country will not be an employment agency for recruitment.

The intention of these policies regarding assistants is provided as a service to our licensees to increase their productivity, and while there are fees to be paid to RE/MAX Town & Country to cover additional facilities costs, the assistant program is not a profit center for the office. Any assistant who, in the sole judgment of the Broker, does not meet the ethical standards of the company may not be employed (or if employed will be terminated) by the licensee. The "assistants summary", "assistant – Broker agreement", "clerical/administrative assistant", "assistant – Broker agreement, licensed assistant" and the "Licensee – Broker agreement" are incorporated as a part of these policies and procedures.

ADVERTISING

ADVERTISING: INTRODUCTION

Associates must comply with any state laws and Georgia Real Estate Commission rules regarding advertising of the property, real estate yard signs, and personal promotion. Any advertising must be submitted to the broker and approved in writing prior to being placed. Any advertising, personal promotion, or listing promotion on social networking and other Internet sites must comply with state laws and Georgia Real Estate Commission rules. Any profile or business page on any Internet site must include the Company name and main phone number. Please follow the instruction as labeled in Advertising: Advertising Approval. The RE/MAX Town & Country Marketing & Advertising Approval form must be submitted to rmtcapproval@gmail.com. You may **not** text Molly or anyone for approval directly.

ADVERTISING: ADVERTISING APPROVAL

The company requires all licensees to have the approval of all advertising or property or self. The licensees should fill out the RE/MAX Town & Country Marketing & Advertising Approval form and submit it to rmtcapproval@gmail.com prior to posting, publishing, printing or etc.

ADVERTISING: BUSINESS CARDS & SIGNS

The Company requires that all Associates order their signs and business cards from an "approved supplier" in order to ensure compliance with RE/MAX International standards. Prior to ordering, approval of layout must be obtained by submitting the RE/MAX Town & Country Marketing & Advertising Approval Form and sending it to rmtcapproval@gmail.com.

ADVERTISING: FARMING MAILING AND TERRITORY

The Company has no protected farms or territories within the cities we work in. Each agent is free to mail, farm, or solicit business on any street and in any town they wish. If you know that another agent within the office is mailing or soliciting business on a particular street on a regular basis it is probably in your best interest to steer away from this area since it is more likely that you will get little or no business from that area if someone else has been working it. However, the office will not dictate where and how you should spend your marketing dollars. If a call comes in off a piece of mail sent by an agent, that call will go to that agent. The administrators and duty agents are trained in asking enough questions of a caller to make sure the call is properly directed. If the caller does not state that he/she is calling the office due to receipt of a particular mailing, and if the property is not listed by a Town & Country agent, the call will be given to the agent on duty. The office will not be keeping track of when and where each agent is mailing. Our suggestion is to make sure that your direct number is used on all of your marketing and advertisements.

ADVERTISING: DIRECTIONAL SIGNS AND RIDERS

Directional signs may be used to direct prospective customers to the property. However, some counties prohibit their use, and others require that they be used on the weekends only. It is the Associate's responsibility to ensure compliance with the specific county and subdivision ordinance. The Associate is responsible for any sign ordinance violations and resulting fines.

ADVERTISING: RE/MAX TRADEMARKS & OFFICE LOGOS

Our office logos for use are located in the Listing Files section on our office homepage. These are for your use in all marketing and advertisements. Sales Associates are not to modify our logos without prior permission from the Broker. RE/MAX logos are available to download on RE/MAX MaxCenter. For more detailed information on the use of the official RE/MAX logos, please visit remax.net and view the Trademarks rules and regulations handbook.

• Yard Signs are to be made in conjunction with the RE/MAX Trademark Guidelines which are found in the regulations handbook.

ADVERTISING: SOCIAL MEDIA

RE/MAX Town & Country Sales Associates who engage in social networking must comply with the following guidelines regarding any online activity.

1. As an agent, you are personally responsible for all of your online activity and you need to maintain a professional presence at all times so that your reputation as a Sales Associate and the reputation of RE/MAX is not tarnished.

2. As an agent, you are personally responsible for the content that you publish on blogs and any other social media sites. Remember that all information published online is public.

3. Be proactive and disclose your true identity and affiliation with RE/MAX Town & Country. Especially in any context relating to real estate.

4. When publishing content on any of your websites in any way related to your work as a Sales Associate of RE/MAX Town & Country, make sure you have a clear disclaimer that the views expressed by the author are the author's alone and do not represent the views of the company. Make your words clear that you are speaking for yourself and not on behalf of the company.

5. Information published on your blog(s) must comply with the company confidentiality & disclosure or proprietary date policies. This is also in effect with comments posted on other forums, blogs, and social networking sites.

6. Obey the law. Comply with copyright, terms of use, and disclosure laws. Do not post anything that may violate applicable state or federal laws and regulations. Plagiarism applies online as well.

7. Respect the privacy of RE/MAX Town & Country colleagues, clients, vendors, and others. Obtain written permission to comment or publish anything that is meant to be private or internal knowledge of the company.

8. You must ask for consent before using any of the company's logos or trademarks.

9. Please respect others. Do not use the ethnic slur, personal insults, and obscenities or engage in any conduct that would is not acceptable in the workplace or elsewhere.

A C K N O W L E D G M E N T

I, _____, hereby acknowledge that I have read and understand the Policy & Procedures Manual of RE/MAX Town & Country, know where to find a copy if I need one and will abide by them accordingly.

Associate Signature _____

Date _____