

# POLICIES & PROCEDURES MANUAL



Property of Cosmore Florida Corp.

Licensed Real Estate Brokerage

Revised 08/03/2024

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## ABOUT THE COMPANY

Cosmore brings together professionals with different and complementary backgrounds, to offer clients a complete and reliable service, addressing step-by- step all the matters and stages of a transaction.

The Focus of the Company is on the competence and productivity of Agents. They can benefit from the most advanced technological platforms, continuous training, supervision and mentorship of experienced professionals with legal, financial and technical backgrounds, in order to provide an outstanding and highly professional service to clients.

Our Goal is to make the Real Estate Transaction easy and safe, reduce any risks, act ethically and honestly, and always put the client's best interest first.

## MISSION STATEMENT

The Mission of Cosmore is to improve the quality of Real Estate services. Buying a new home, relocating to another city, and starting a business, can all be life-changing events for a person. Our mission is to make this experience easy and safe.

The client's trust is our greatest honor; our duty is to not betray or disappoint this trust.

Every Agent in Cosmore works with commitment, professionalism, organization, honesty, and high competence, in the pursuit of the best solution to the individual needs.

We aim to assist and protect clients by addressing everyday issues and preventing problems. Absolute transparency and professionalism are the two pillars on which our service is based.



## COMPANY PHILOSOPHY

The main factors that lead to success, and which we consider essential in our company philosophy, are:

**HONESTY:** No other single trait of a person or business can have as much of an impact on our success. We believe every word and action must be come from truth and honesty. Honest must exist in every action, and truth in every word.

**DEDICATION:** Our company can grow and prosper when each member puts forth the greatest effort. We have chosen you to be on our team, and through hard work and dedication we can become the best.

**SERVICE:** Our clients and customers have come to expect outstanding service. We must provide the highest level of service available. We expect our employees and our sales staff to provide excellent service.

**PROFESSIONALISM:** We ask that you never represent a client or work with a customer unless you have the training and experience to do the job. We believe in continuing education, the more you know and the more you understand, the better service you can be to our clients and customers.

**COOPERATION:** We insist that our team members work together for a common purpose. Remembering the Golden Rule in all situations: the more we help each other the more we help ourselves.

**ACCOUNTABILITY:** If you wish repeat business, our clients and customers must be happy with the transaction. If you make a mistake, you must be accountable and make it right with your client or customer if a client or customer is damaged. We expect our sales staff to be accountable financially or otherwise for their mistake.



## COMPANY ETHICS

The word ETHICS means moral principles and quality of practice. In the real estate business, ethics govern our professional relationship with our prospective buyers and sellers and with our fellow Realtors. Our ethics represent honesty, integrity and spirit of conduct.

This company is a member of the National Association of Realtors and the Miami Association of Realtors. We require each salesperson of our company to make application for membership to the Miami Association of Realtors. Each salesperson in our company should read the Code of Ethics as set forth by the National Association of Realtors. We insist that our salespeople live up to these codes. **All Realtors need to observe the NAR requirements regarding Ethics education.**

# SECTION 1

## OFFICE OPERATIONAL PROCEDURES

## ADVERTISING

**Use of Advertising, governed by the following paragraphs, will be performed with the colors and the logo of the company.**

### COMPANY POLICY

It is important that seller understands we use several avenues to market their property. It is also very important that the seller understands the company reserves the right to select and use advertisements which will fit into our program and secure the greatest number of prospects and the best exposure for the seller's properties.

### COST

The company shall absorb the expense of all company-classified advertising if any. Associates will pay the cost of any and all advertising they choose to do.

### PLACEMENT

If company chooses to place any classified ads, all ads shall be submitted to the office secretary. Each salesperson must construct the ads for their listings on the proper form and submit each ad to the secretary for placement prior to each of the media deadlines.

Management reserves the right to substitute or alter company ads for reasons included but not limited to:

- A violation of the Fair Housing Act.
- Every Exclusive Right to Sell listing should be advertised at least once a week.

No salesperson will advertise another salesperson's listing without the listing salesperson's written permission. Salespeople will not be permitted to use their names or cell telephone numbers in company paid ads.

Salespeople desiring to place and pay for ads themselves will be allowed to include their names and personal telephone numbers in the ads.



Cosmore holds the right to post and repost our agents on social Media and advertising without their permission, solely utilizing the content that has been given to us by each salesperson.

## DIRECT MAIL

### JUST LISTED

Just listed cards work. We encourage you to mail these to past customers and neighboring properties.

### JUST SOLD

At time of closing, each salesperson should send out 100 postcards including postage within one week following the date of closing.

### OPEN HOUSE

Each salesperson will send out 100 postcards including postage for each open house. These cards are mailed a minimum of four days prior to the date of the open house.

### PROMOTIONAL MATERIALS

Costs for promotional flyers, buyer representation flyers, school calendars, football schedules, calendars, pens, etc., shall be paid for by the salesperson.

### SOCIAL NETWORKING AND E-MAIL

Another excellent way to stay in touch with clients and customers is through social media networks and e-mail. We recommend that our salespeople maintain professional e-mail addresses as well at least one social media site (Facebook).

### WEBSITES AND THE INTERNET

Websites are a wonderful way to tell the world about the service that you offer. The company will have a website and we encourage you to link yours with ours. The company also suggests you have a blog.

#### POSTAGE AND SHIPPING

Salespersons are responsible for all of their postage and shipping costs relating to purchase and sales.

## OPEN HOUSES

#### COMPANY PHILOSOPHY

With the permission from the owner, salespeople are encouraged to hold Open Houses. The recommended minimum time for an open house to be successful is two to four hours.

#### ADVERTISING

Open house ads are paid for by the salesperson placing the ad.

Open house invitations should be mailed no later than four days prior to the open house.

#### ATTENDANCE AT OPEN HOUSES

The salesperson holding an open house should not leave the property for any reason during the hours it is advertised as open. Only in the event of an emergency should an open house be closed. If possible, the salesperson should try to find another salesperson to cover the open house.

#### SIGNS

The salesperson shall post signs properly and lawfully on the morning of the open house. These open house signs are the property of the company and need to be checked out with the secretary. The salesperson in charge of the open house is solely responsible for their safe return. Signs not returned will be billed to the salesperson at \$25.00 each.



# SIGNAGE

## COMPANY PHILOSOPHY

The most effective and inexpensive way to advertise and secure prospective inquiries is the use of our company FOR SALE signs. All associates will supply their own FOR SALE signs at their expense. They may include their name and cell phone number on the signs. It also must include the company name and logo. All signs' designs must be approved by the broker.

## CONDITIONS FOR SIGNS

In the event that any of the following are happening to our signs please take action to correct it:

- Signs not clean or posted straight.
- Signs should be re-used if in good condition.
- Signs must be promptly removed after the sale has been closed or the listing has expired. It is the salesperson's responsibility to remove the sign or notify the sign company when a large sign is to be removed.
- No sign may be placed on any property without the owner's permission and this must be noted on the listing agreement.
- No signs on any utility poles.
- No signs posted in any right of ways.

## INSTALLATION

The listing salesperson is responsible to post the standard FOR SALE signs and attach the sold sign rider after the property is sold. The cost of employing a sign company to install and remove the FOR SALE signs shall be paid by the salesperson.

## LOCAL ORDINANCES

It is the salesperson's responsibility to be aware of all local sign ordinances controlling the placement of signs.

## NAME ON SIGNS

Salespeople are encouraged to attach their name riders to the FOR-SALE signs on their listings. This is a great way to ensure that ad calls come directly to the listing agent. Salespeople pay for their own name signs.

## SPECIAL SIGNS AND RIDERS

Special signs, i.e. By Appointment Only, Pool, For Rent, Lakefront, Owner Financing, FHA Financing, etc, may be used the salesperson, with the prior consent of the company. These signs will be paid for by the salesperson and should be attached to the FOR-SALE sign by the salesperson.

## AGENTS RIGHT TO ADVERTISE

The company will advertise on occasion to generate a continuous flow of business. We encourage agents to advertise or promote themselves personally at their own expense. Management will need to approve all advertising copy.

## FAIR HOUSING ADVERTISING

No advertisement of property for sale or rent may include language indicating a preference or limitation. No exception to this rule exists, regardless of how subtle the choice of words. HUD's regulations cite examples that are considered discriminatory. The media used for promoting property or real estate services cannot target one population to the exclusion of others. The selective use of media, whether by language or geography, may have discriminatory impact. All salespeople will become familiar with and practice Fair Housing Law when constructing ads for placement by this company.

## THE MLS LISTING

Our contractual obligations with the member brokers of our Multiple Listing Service require us to submit our listings within 48 hours of receiving the signed agreement. It will be the responsibility of the salesperson to make sure the manager receives the listing within this time period or inputs the listing themselves if permitted.



The broker must have the written consent of the seller to include the property in an MLS. It is our company policy to always use the EXCLUSIVE RIGHT OF SALE LISTING AGREEMENT. The use of any other agreement requires the approval of the broker.

## AMERICANS WITH DISABILITIES ACT

### EMPLOYMENT

Our company strictly observes and practices all ADA Laws.

### PUBLIC ACCOMMODATIONS AND COMMERCIAL FACILITIES

Our company strictly observes and practices all ADA Laws.

## ANTITRUST ISSUES & VIOLATIONS

### ANTITRUST

Federal and State anti-trust laws prohibit brokers from conspiring to fix prices, engage in boycotts, allocate customers or markets or establish tie-in agreements.

Brokers do not have a 'standard' commission. Each office sets its commissions independently. No salesperson with our company shall suggest to a seller or buyer that there is a 'standard' rate charged in this area. There is no standard commission rate. Our office individually sets the rate for our company and our company alone.

Under no circumstances should an individual with this office discuss anything concerning commission rates with any individual from another office.

Salespeople should never suggest to a competing brokerage that if they perform or refuse to perform a certain service that the brokerages in our area will 'boycott' them.

### NO TOLERANCE

Any of these acts could be construed as a violation of antitrust laws and subject the



individual and our company to severe civil and criminal penalties. Our company will not tolerate any antitrust Violations. This is grounds for immediate termination. We recommend our sales staff and employees be well informed of all current antitrust laws.

## ATTORNEY AND LEGAL ADVICE

### ATTORNEY ON RETAINER

Associated with our FR membership we have at our disposal for legal advice the legal HOTLINE Free of charge. We encourage salespeople to use the Florida Legal Hotline. After a call has been placed and the response is received, a copy is to be placed in the broker's box for review.

### ATTORNEYS IN GENERAL

Attorneys send us a great deal of business and we appreciate it. It is a benefit to our company when a party to a transaction has attorney representation. It is important that the salesperson inquires as to the correct name of the attorneys and the representation of the parties. Under no circumstance is representation by an attorney to be discouraged, but rather it is to be encouraged.

### AUTOMOBILE

The clean appearance of your vehicle is important. Air conditioning in the summer and a good heater in the winter will help to keep your buyer(s) comfortable while touring properties.

Be sure to keep your automobile well serviced and in good mechanical repair. Reliability is very important. Safety is not to be compromised.

Your automobile will often be your traveling office and should be well supplied with the necessary items needed to conduct business.

### INSURANCE

Each Sales Associate or Broker Associate must carry car liability insurance.



## BROKER RESPONSIBILITIES

### ASK THE BROKER

Our Broker is available for your assistance and consultation as needed. The Broker should be consulted whenever the salesperson needs clarification or an answer to a problem the salesperson cannot solve. When you need the Broker's assistance, please check with the Broker to see when a meeting can be arranged. Please confirm the appointment with our manager. Our Broker is here to help, do not hesitate to ask.

### BROKER COMPETITION

There is no Broker competition in our office. However, the Broker RESERVES THE RIGHT to list properties and work with customers and clients who contact the Broker directly or the Broker has worked with in the past. Very often the Broker will assign or offer clients/customers to the sales staff. But this is at the discretion of the Broker.

### BUSINESS CARDS

Business cards should be ordered through the Marketing Department. All sales staff will need to purchase business cards as soon as possible. Business cards are a very inexpensive form of advertising and should be included in all your correspondence. Payment in full will be made by the salesperson at the time of order.

### CONFIDENTIALITY

Due to the sensitive and highly financial nature of the real estate business, confidentiality must be strictly practiced in our company. A simple slip of the tongue at lunch in a popular restaurant, heard by the wrong person can have damaging results to your clients, yourself and eventually, the reputation of our company. Always be very careful what you say and where you say it.

### CLIENTS-PRINCIPALS SINGLE AGENCY

Remember the Agent-Principal relationship is one of confidentiality. You must never compromise your principle by ever releasing any confidential information even after the agency relationship or your relationship with this office has been terminated.



## COMPLAINTS WITHIN THE OFFICE

Complaints within our office that cannot peacefully be resolved must be brought to the broker's attention immediately. This includes sexual harassment, or any form of harassment, offensive language or comments. All complaints will be handled with the utmost of confidentiality. Our office must function smoothly and in harmony with each other to ensure our success. Do not let problems fester. Communication is the best way to begin the resolution of differences.

Salespeople who have complaints against other offices should consult with the broker at once. Complaints regarding other offices should never be discussed with your buyers, sellers or other salespeople. It is always a good idea to document, in writing, the situation before you meet with the broker.

## CONDUCT

In the office, the Golden Rule must be practiced. Our office is a place of business that needs to function without unnecessary interruptions. Please respect your fellow worker's need to concentrate and the necessary quiet to put together a deal. All salespeople are requested to only use our facility as a place to do business.

## DISCLOSURE

It is the salesperson's duty to keep their client/customer informed of all facts or information that could affect their current transaction. Duty of disclosure includes relevant information or material facts that the salesperson knows or should have known.

Remember you are obligated to discover facts that a reasonable person would feel are important in choosing a course of action, regardless of whether those facts are favorable or unfavorable to the client/customers position. The best guideline to follow here is to put yourself in the client/customers place. How would you wish to be treated? Keep open, flowing communication with your client/customer. You could be held liable for damages by failing to disclose such information. The company requires the use of the Seller's Property Disclosure Statement with all our listings and for all buyers whenever possible.



## DRESS

Remember you cannot change a first impression.

Dress the part. You expect your customers and clients to trust you with the purchase or sale of their new real estate, which could be the largest transaction of their lives. Please understand they expect you to dress and act as the serious professional that you are. Professional business dress is always recommended.

While showing land or ranches in rural areas, dressing in neat jeans is recommended attire. However, that particular attire may not be appropriate in other business situations.

## KEYS TO OFFICE

### OFFICE USE

As stated previously, the office is to be used as a place of business. Any other use must be cleared with the broker. All sales staff and employees will have keys to the main office door. Real Estate sales can often occur after normal business hours. Remember to close the office properly before you leave.

\*\* See Office-Closing Procedure \*\*

## KEYS TO LISTED PROPERTIES

### PROTECTION

When clients entrust the key to their property into our care, that trust must never be violated. It is always a good idea to request permission to make extra copies of keys. **Never have the home's address on the key tag.**

Under no circumstances should keys be given to buyers until the transaction has been closed or occupancy has been granted by the seller in writing. If the buyer wishes to inspect the property prior to closing, the selling agent should be present.

Our company, whether representing buyers or sellers, never recommends the buyers move in, even partially, nor do any work on a property prior to closing. Remember, a transaction is not closed until recorded. Anything can happen between the signing of the purchase and sale agreement and recording of the documents.

After showing the property, it is the salesperson's responsibility to check that all windows and doors are locked, lights are out, and no animals came in or were accidentally let out.

#### ENTERING A HOME FOR SHOWING

When entering a home when the seller is not expected to be there, be sure to ring the doorbell and wait a reasonable time. Then use the key and upon entering the home, call out to make sure there is no one at home.

If a home is entered by the use of a key, be sure to leave your business card where the seller will see it upon their return.

#### LOST OR MISSING KEYS

Immediately upon discovering a key is missing and cannot be located, notify the broker, then notify the seller. The financial responsibility for lost keys will fall on the listing agent if the loss occurred through negligence.

#### LOCK BOXES

**SUPRA Lock Boxes** are highly recommended for all listings. All associates are required to obtain a SUPRA key for working with buyers.

#### OFFICE APPEARANCE

The first impression of our company is generally made based on the appearance of our office. We ask our salespeople to keep their office areas and desks neat and tidy. The secretary will be responsible in ensuring the reception area is neat and clean. The conference room should be checked regularly during the day to determine it is in presentable and useable order.



## OFFICE CLOSING PROCEDURE

The last person to leave the office each day must assume the responsibility that the office has been properly closed. This means all doors and windows locked, coffeepot is off, answering service activated. Must make sure to turn the alarm system on upon leaving.

## OFFICE EQUIPMENT AND SUPPLIES

### GENERAL

Office equipment, supplies, reference materials, etc. shall not be removed from the office without the Broker's permission. Materials and supplies necessary to complete a real estate transaction outside the office are excluded. The secretary's desk is the property of the company and nothing is to be removed from the desk at any time without the permission of the secretary.

It is the secretary's responsibility to ensure an adequate stock of supplies is maintained. It is important that all supplies be stored in the supply area to prevent waste. We cannot record an item in stock if it is not in the proper location, this can result in overstocking.

Check with the secretary if you are in need of an item that we do not stock. Remember, office supplies are a huge expense to this company and are for office use only. Any personal use of office supplies or equipment MUST be approved in advance by the broker.

### COPY MACHINE

The copy machine is here for everyone to use. Should you have an operational problem please refer this to the secretary. Do not attempt to fix copy machines or printers without experienced guidance.

### DIGITAL TRANSACTIONS

We encourage the use of programs such as Forms Simplicity or Dotloop for all

transactions. They are an efficient and inexpensive way to communicate and are the accepted standard in the industry.

## COMPUTERS

Office computers are to be used for company business only.

## OFFICE HOURS

### HOURS OF OPERATION

Our office hours are:

Monday to Friday	from 9 am to 6 pm
Saturday	from 10 am to 12 pm

This office will observe the following holidays: All the National Legal Holidays.

## OFFICE FILES AND RECORDS

### GENERAL

The secretarial area will be the location for the listing file cabinets, contract transaction files, general information file cabinet, and other major documents. When removing a file from this area remember to return it when you are finished. If information is removed from the file make sure all information has been put back in the file upon return to its proper location. A lost file or lost information could result in loss of business for you and our company.

### PROPER DOCUMENTATION

It is essential in the Real Estate business that you properly document events and conversations. Not only will the documentation aid you in the progress of the transaction or relationship with your client/customer but could be of great value in



the unfortunate event of a dispute or problem. Our company recommends that you keep a daily conversation log. We also recommend that you scan documents and keep them on the Company Digital Ecosystem. Try whenever possible to communicate by email to create a paper trail.

## ORGANIZATIONS

### ASSOCIATION OF REALTORS

It is our policy that all licensed salespersons will join the National Association of Realtors®, Florida Realtors and Miami Association of Realtors. A strong Association is essential to our profession. We encourage members of this firm to become involved in the Association activities.

### LOCAL MLS

We are members of the Multiple Listing Service. We have an agreement with these brokerages to share our listings. We are also a member of the MLS ADVANTAGE system.

### OTHER

We encourage our sales and support staff to become involved in community organizations. This is an excellent way to help our local community as well as providing invaluable networking opportunities.

## ADMINISTRATIVE ASSISTANCE

### DUTIES OF THE ADMINISTRATIVE ASSISTANT

The office secretary is available to assist the salespeople with the following: Salespeople should not require secretarial assistance for the tasks they can do themselves.

## SMOKING POLICY

### GENERAL

We suggest there be a 'NO SMOKING' policy in the presence of our customers and clients and never in the office.

### NO SMOKING

Our office has established a 'NO SMOKING' policy for the comfort of our staff and customers.

If employees or salespeople must smoke, we ask you leave the office area to do so.

## TELEPHONES

### ANSWERING

The phone should be answered within 4 rings whenever possible. Our office policy is that the telephone is always answered by the secretary.

In the event the secretary is not present then the telephone should be answered by the floor person. We request the telephone be answered in the following manner.

'Good (morning/afternoon), this is Cosmore Realty. How may I help you? Have you previously worked with anyone in our office?'

If the call is for a salesperson who is not in at the moment:

'Susan Brown is not in at the moment. Would you like to leave a message on her voicemail?'

### TAKING MESSAGES

Messages for salespeople should be taken in a legible manner and placed in the salesperson's message box or transferred to their voice mail or cell phone.



#### PERSONAL CALLS

Our telephone equipment is installed to meet the business needs of our staff, and all our lines will often be in use. We request that you keep personal calls to a minimum and never when only one line is open. Long distance phone calls for personal use are prohibited. Our 800 number is not to be given out to friends and family, this is for real estate business customers and clients only.

#### THANK YOU CARDS AND GIFTS

A simple 'thank you' can go a long way. A large amount of additional business can result from this simple act of appreciation. Thank you, cards are highly recommended. We also encourage closing gifts. We have been highly successful in the past with flowers, mailboxes, calendars etc. All cards and gifts are at associates' expense.

# SECTION 2

SALES STAFF INDEPENDENT CONTRACTORS

## AGENCY

### OUR OFFICE AGENCY POLICY

Above all else, our salespeople must fully understand and practice the representation laws of this document. Always disclose representation early and often, verbally and in writing if required. Make very sure that your client or customer understands where your representation lies before they have the opportunity to divulge information that may adversely affect their position in the relationship.

## OUR STANDARD AGENCY WHEN WORKING WITH BUYERS AND SELLERS IS TRANSACTION BROKER

### FACILITATOR/TRANSACTIONAL BROKER POLICY

A facilitator is an intermediary between a buyer and seller who assists both parties with the transaction without representing either party's interests. A facilitator is not an agent of either party. A facilitator's job is to help both the buyer and the seller with the necessary paperwork, oversee the negotiations, track the sale to transfer, mediate when necessary and any other formalities involved in transferring ownership of real property. The buyer and the seller must understand that they negotiate the sale with the help of the real estate broker/agent but with limited representation.

**Single Agency is permitted for Seller or Buyer with approval of the broker. But never in the same transaction.**

### SINGLE AGENCY

Our company offers representation to both sellers and buyers. However, our company will never represent more than one party in each transaction. If a buyer client wishes to purchase a seller client's property, the office policy of a single agency company must dictate which client will be represented by the agency and which will be released or referred to an attorney or other professional for representation.

## SUB AGENCY

Subagents are 'agents of the broker', and therefore, owe the same degree of duty to the principals. Our sales staff understands they are sub agents of the broker of this company.

## BUYERS AS CLIENTS

Buyer agency exists when the broker/agent represents the buyer exclusively in the real estate transaction. The brokerage offers client-level service. Check your State brokerage relationship/agency laws.

## BUYER AGENCY AGREEMENTS

A buyer agency agreement in writing is preferable. If we expect loyalty from our representation of buyers, we expect them to enter into a Buyer Agency Contract with this company. It is the policy of our company to represent buyers in exclusive right to represent contracts only.

## DESIGNATED DUAL/APPOINTED AGENCY "COMMERCIAL TRANSACTIONS ONLY"

As permitted by Florida State law, this form of agency allows a brokerage company to provide representation to a buyer and a seller who participate in an in-house transaction. Under designated/appointed agency, the broker of the company serves as the disclosed dual agent and appoints one licensee to act as the agent of the seller and one licensee to act as the agent of buyer. Brokers permission is required.

## BONUSES & INCENTIVES TO ASSOCIATES

It is our policy that any bonus offered to the agent at closing in the sale of a property will be passed through to the agent at the same rate agreed in the ICA. The commission will be paid based on the associates commission split at time of closing.

## FEE OPPORTUNITIES IN A BROKERAGE AGREEMENT

The way in which fees will be paid to our office for buyer brokerage services are as follows, In any event, they must be stated in writing and clearly understood. This will help to avoid potential conflict between the buyer and the broker.



#### RETAINER FEE

Our office encourages retainer fees paid in advance. These will be deposited in the brokers trust account and credited to the buyer at closing. These are non-refundable and will be charged to the buyer for time and efforts expended by the agent

#### SELLER-PAID COMMISSION

Commissions can be paid from the listing office offered as a selling office commission from the sellers' proceeds. These are paid from the listing broker by way of the seller crediting the buyers broker a specified amount out of the sales proceeds to be paid to the selling office.

#### BUYER-PAID FEE

The buyer may elect to pay the commission directly to the buyer's broker in lieu of or in addition to any seller paid commission.

#### HOURLY RATE

Under this arrangement, the broker is charging a non-contingent hourly rate. It is payable whether or not our brokerage succeeds in completing a property acquisition. This requires our agents to keep timesheets and become diligent in their record keeping and billing practices.

#### PERCENTAGE FEE

1. Our brokerage will charge the seller a percentage fee based on the selling price of the properties bought by their clients.
2. To avoid a possible conflict of interest, the buyer can pay the brokerage a flat fee depending on the transaction value.
3. Our brokerage will accept both the selling office commission and in addition negotiate with the buyer a fee paid to our office depending on the reduction from the listed price to the final sales price.

#### BROKER FEE

Our brokerage will be compensated for brokerage services on the basis of a flat fee

that is payable if the buyer purchases a property located through the broker. This fee will be: 6%

#### DISCLOSURE OF FEE

Disclosure of our compensation must be discussed and agreed upon by the client. When we are receiving payment from both party's disclosure must be made in writing and signed by both parties.

## COMMISSIONS

#### ANTI-TRUST ISSUE / PRICE FIXING

Price fixing occurs when competing brokers or agents discuss and/or agree to set sales commissions, fees or management rates. Price fixing IS illegal. Our office independently determines the commission rates or fees that it will charge.

The salesperson will avoid even the impression of price fixing. The salesperson will never imply to clients there is a 'going rate' of commission or a 'normal' fee or any inference that commissions are standardized. The salesperson must make it clear to clients that the rate we charge is only what our company charges and we have no knowledge or interest as to what other companies may charge.

Schedule of our Rates Charged

#### SCHEDULE OF RATES PAID

##### Commission Percentage Splits within our Office and Co-Brokerage Arrangements

Salespeople understand that any fees or compensation, from any source other than the company, for services in any matter involving real estate are to be paid directly to the company broker.

Selling office commissions paid to our company by a cooperating broker and listing office commission splits are divided as per example. We will compensate our salespeople on collected brokerage fees only.



The split between the Brokerage and the Associate is determined case by case with the Independent Contractor Agreement

Our company follows a career advancement program that rewards agents based on performance and time spent with brokerage. The schedule of the split increased is attached to each Independent Contractor Agreement.

#### MYCO APP

Myco is the Digital Ecosystem of the Company and works as a Transaction Manager.

**Agent will receive commission within 5 days of posting transaction on MYCO.**

#### BUYER AGENCY FEES

We will compensate our salespeople on collected brokerage fees per the percentage split as stated above.

#### TRANSACTION BROKER FEES

For each transaction the brokerage will be compensated with a processing fee charged to the client set according to the value of the deal.

#### DEDUCTIONS

Any outstanding expenses that the salesperson owes to the office will be deducted from the commission paid to the salesperson with a statement of accounting at the time the commission is paid per the agreement in your "Independent Contractor Agreement".

#### SAME PROSPECT

If a salesperson knows that a customer/client has worked with another salesperson in the office that customer/client should be referred back to that salesperson. In the event that the customer/client does not wish to work with the first salesperson, then the broker should be consulted as to the course of action to be taken. In the event that two salespeople are unknowingly working with the same customer/client and one of the salespeople has been successful in securing a sale, this situation will be assessed and commission split percentages paid on an individual basis by the broker.

## REFERRAL RATES

### Out of Area Brokerages.

Outgoing referrals should be sent for every client or customer who is leaving our area. When you meet a buyer who intends to move from another city, call in a referral to a brokerage in that city if you have established that the property has not yet been listed.

Incoming referrals for listings as well as for potential buyers relocating to this area can be very profitable. Out of town referrals are to be handled as follows: Our company expects to receive a minimum of 10% on outgoing referrals we send. We pay a maximum of 25% on the listing or the selling side of the transaction of referrals from another brokerage.

Salespersons must fill out a referral form and place it in the referral files on all referrals sent and received. The agent will be responsible to do monthly follow-ups on the referred party OR the secretary will follow up on all referrals. All referrals must be reviewed and signed by the broker before the agreement can be reached with the other brokerage.

Salespeople need to pay close attention to all referrals that they make to other companies. Tracking referrals is an integral part of realizing payment for your time and efforts. A copy of the referral contract must be supplied to the broker.

### WITHIN OUR OFFICE

We encourage salespersons to refer customers/clients to each other if the salesperson is too busy to provide quality service or you are planning a vacation or extended leave of absence. The agreement between the agents must be done in advance in writing in a business agreement format and reviewed and approved by the broker.

When this is done the compensation will be treated as a referral as outlined above.



## DOCUMENTATION

The importance of documentation cannot be over-stressed. Always document activities, phone calls, properties, dates shown, and disclosures. Leave a good paper trail. Not only can this be invaluable in the event of a conflict, but can also prove invaluable for you in keeping track of your schedule and progress with specific customers/clients.

## DO-NOT-CALL REGISTRY

The Federal Communications Commission (“FCC”) has changed its regulations (“Rules”) enacted pursuant to the authority given it by Congress in the Telephone Consumer Protection Act of 1991. The Rules call for the creation of a national do-not-call registry for which consumers can register. The cold-calling activities of real estate professionals after October 1, 2003 will need to comply with the requirements of the new federal do-not-call registry.

In December of 2002, the Federal Trade Commission (“FTC”) finalized amendments to the Telemarketing Sales Rule (“TSR”). Key among the changes was the development of a national “Do-Not-Call” registry directed at stopping most unwanted interstate telemarketing calls to consumers. The new FTC rules provide consumers with the ability to place their telephone number on the registry. Telemarketers will be prohibited from calling anyone whose name is on the registry unless they meet certain criteria. In a separate but similar effort, on June 26, 2003, the FCC announced final amendments to its telemarketing rules that would, among other things, prohibit intrastate calls to any person on the National Do-Not-Call registry, in addition to the prohibition against interstate calls established under the FTC rule. This is a significant change and as a result, all real estate professionals making interstate as well as intrastate calls must comply with the requirements of the National Do-Not-Call registry, regardless of state law exemptions.

The FCC action preempts state law that is less restrictive. A state do not call law that provided an exemption for real estate licensees would be considered less restrictive

and therefore preempted, prohibiting real estate professionals in that state from making intrastate calls to persons on the Federal list, notwithstanding the state exemption. It is also important that other exemptions in the state law such as those for existing business relationships be considered when determining compliance requirements. If you are unsure of how the Rules will impact your telemarketing activities, it is recommended that you consult with your attorney before taking any action.

Enforcement of the Do-Not-Call registry requirements began October 1, 2003.

The fine for calling someone whose name appears on the Do-Not-Call Registry is up to \$16,000 per call by the federal government.

There is a “safe harbor” for inadvertent mistakes. To meet the safe harbor, the entity making the call must demonstrate that:

- It has written procedures to comply with the do not call requirements
- It trains its personnel in those procedures
- It monitors and enforces compliance with these procedures
- It maintain a company specific list of telephone numbers that it may not call
- It accesses the national registry COSMORE no more than three months prior to calling any consumer and maintains records documenting this process
- Any call made in violation of the do not call rules was the result of an error.

For more information or any changes in the law please contact the Federal Trade Commission: visit [www.ftc.gov](http://www.ftc.gov) or call toll-free, 1-877-FTC-HELP (1-877-382-4357)

## EDUCATION AND LICENSING QUALIFICATIONS

### GENERAL

Salespeople are required to remain licensed as a real estate professional while working for this company. They are required to maintain current licensing status by taking the necessary steps to assure compliance with the provisions of continuing



education under our State's Licensing Law.

Licenses for all salespeople will be maintained and a current copy provided to the broker.

## CONTINUING EDUCATION

Current continuing education requirements in our state require 14 Hours of continuing education credit every two years for license renewal.

Numerous CE credit courses are offered through the Realtor Association each year. We highly recommend our associates take advantage of them.

### Expectations / Goals

Our goal is to have the best reputation and sales staff in the area. All sales staff who join our company must understand the expectations we strive for:

1. That each salesperson serve clients and customers with integrity, excellent service, hard work, professional competence, cooperation among competition, accountability, and above all else, honesty.
2. That all sales staff and employees will read, refer to, and abide by our company philosophy and Policies and Procedures manual.
3. We encourage each salesperson to understand that our company must be meeting costs and realizing a profit to remain in business. We need your attention and co-operation in helping us keep costs down. There are many ways you can help in this area

*(The above are not to be considered as 'requirements.')*

## EXPENSES

### THE COMPANY WILL PAY FOR

- Office space (physical and/or virtual)
- The copy machines

- Company computer stations
- Company Website
- Janitorial service
- Company Signs
- Plat books
- Company stationery and envelopes
- Secretarial support
- Broker assistance
- Some in house training
- Error and Omissions Insurance

### **THE SALESPERSON WILL PAY FOR**

- Advertising of listings
- Business cards
- Basic telephone service and lines
- Telephone answering service
- Lock boxes
- Aerials
- All personal office supplies
- Postage
- Promotional items
- Personal web sites and e-mail
- Personal computers
- MLS fees
- Licensing fees
- Board of REALTORS® dues
- Personal office supplies
- Personal sales and listing tools
- Long distance telephone charges
- Brochures for mass mailings
- Additional advertising
- All automobile expenses



- Health insurance
- Social security and taxes
- Business and Occupation State Taxes
- Other expenses and costs incurred by the salesperson not shown above as paid for by the company.

## FAIR HOUSING

### GENERAL

All salespeople and support staff will be familiar with and stay current on all fair- housing issues.

### DISCRIMINATION

Absolutely no discrimination of any sort will be tolerated in this company. All salespeople and support staff will be familiar with and stay current on all current discrimination laws as well.

### PEOPLE WITH DISABILITIES (ADA)

Our office strictly follows the requirements of this law. We pay special notice to the employment discrimination and the removal of barriers in public accommodations sections of this act.

### FLOOR TIME

In our company we do not have a scheduled floor time. The secretary will answer the telephone, and give the call to the listing agent. The listing has the best knowledge of the property.

If the listing salesperson is not available to take the call, the secretary will attempt to get the name and number of the caller. If the caller will not give that information, the secretary will give the call to another salesperson. If a salesperson requests floor duty on a certain day, the broker may assign the time. If this is done, all calls during that time will go to the floor salesperson.

# INDEPENDENT CONTRACTOR AGREEMENT

## GENERAL

All salespersons are considered to be independent contractors, not employees. The company will not withhold income taxes or social security taxes.

The salesperson is an independent contractor under the direction of the broker and must observe the policies and procedures of this company, whether stated in this manual, verbally instructed or as stated in Florida State and Federal Laws, which govern the real estate profession.

The company and the salesperson will execute an Independent Contractor Agreement that defines the relationship in detail upon joining the company.

## INTERNET

Our office website is [www.cosmore.com](http://www.cosmore.com). Our office e mail address is: [office@cosmore.com](mailto:office@cosmore.com)

Agents need to submit to Myco all listings with photos to the office secretary within two days of receiving the listing. All sold listings and pending transactions must be submitted within 24 hours of the binding transaction.

# INSURANCE

## ERRORS AND OMISSIONS

Our company policy is that all associates must have Errors and Omissions Insurance. The company will provide Errors and Omissions Insurance for associates.

## ERRORS AND OMISSIONS INSURANCE COVERAGE

Our Company E & O policy does not cover agents purchasing and/or selling properties for personal use or gain.



## LEGAL ADVICE

Florida Legal Hotline Phone:

1-407-438-1409

After consultation with the broker the following service is available. As members of the National Association of Realtors we enjoy the service of free legal counsel that is only a phone call away. As stated earlier in this document we encourage the use of this service.

## PERSONAL ASSISTANTS

### UNLICENSED ASSISTANTS EMPLOYED BY THE SALESPERSON

Personal assistants can be an incredible help to a salesperson. Personal assistants can accomplish many of the repetitious duties that do not require marketing and sales skills.

If a personal assistant employed by a salesperson is not a State licensed real estate professional the following criteria must be met:

The company, the salesperson, and the personal assistant must enter into a written agreement which: Confirms the assistant is an employee of the salesperson and not the company.

Identifies the personal assistant as an employee, not an independent contractor, for income tax purposes. The salesperson must agree to withhold all payroll taxes, unemployment compensation taxes, workman's compensation insurance and make all required payments for the monies withheld.

The salesperson agrees to abide by other laws, and to hold the company harmless from any claims against him/her.

The salesperson is solely responsible for all compensation to be paid to the assistant. The salesperson implements the duties of the personal assistant, provides a list of activities which an unlicensed personal assistant cannot perform in this state and is responsible to stay informed of changes to this status at the state level.

The salesperson understands the company has the right to approve the continued employment of the assistant that is working within the boundaries of this office.

If a particular assistant is disruptive or disturbing to the office in general the assistant will not be allowed to continue to work in the office of the company.

#### LICENSED ASSISTANT

Salespersons may decide to hire a licensed personal assistant. In our company the licensed assistant will work under a split-commission basis. Commissions split between the salesperson and the personal assistant must be paid and only paid by the broker. The salesperson understands the company has the right to approve the continued placement of the assistant in our company. If a particular assistant is disruptive or disturbing to the office in general the assistant will not be allowed to continue to work at our company. Personal assistants that are licensed must observe all policies and procedures of licensed real estate professionals with this company and sign an independent contractor agreement with the broker. Should agent wish to pay the assistant a salary and commission the agent may pay the salary the broker must pay the commission.

## PERSONAL SALES AND PURCHASES

The real estate profession can present wonderful opportunities in investments. When purchasing real estate for personal use while associated with this company, we have several important policies regarding those purchases by our salespersons:

#### FULL DISCLOSURE

When a salesperson buys or sells real estate, the seller or buyer must be informed



about the salesperson's license status, and must be aware the salesperson is not representing the interests of either party. To protect yourselves and our company this fact must be clearly disclosed early, often, in the contract for purchase, and in all discussions.

When a salesperson is purchasing property for personal use, the broker must be notified early, review the contract, and monitor the progress of the transaction.

#### COMMISSION TO THE OFFICE

Many purchases by sales staff will involve office prospects, office listings or potential listings. This poses a potential financial liability to the company. Therefore, the company must be paid its share of the scheduled brokerage commissions whenever a salesperson buys or sells any property.

It is our policy when buying property, the salesperson accepts no commission. Accepting a commission may later result in charges of a conflict of interest.

## PURCHASE AND SALE AGREEMENTS

We use the FR / BAR AS – IS contract for all residential transactions BROKER/SALES  
MANAGER REVIEW

The broker/sales manager must review all purchase and sale contracts before presenting them to the seller until the agent has been told otherwise. This policy has saved time and litigation, and will serve as added protection to the buyer, seller, and salesperson.

#### ACCEPTANCE

The listing salesperson should send the offer to the seller ASAP. It is the policy of this office that the property will be placed on PENDING, accepting back-up offers. in the MLS. We will accept back-up offers until the transaction has closed. Therefore, until the transaction has closed, back-up offers are encouraged, and all offers will be

presented to the seller unless the seller request otherwise.

#### EARNEST MONEY DEPOSIT

When a contract has been mutually accepted by both parties, the selling salesperson or buyer representative is to promptly deposit the earnest money into the broker's trust account or deposit with the closing agent. This must be done by the end of the third banking day after receipt or as provided in the contract. If the associate accepts the funds they must deposit the funds within the three day period and cannot hold the funds till a later date for any reason.

#### MULTIPLE CONTRACTS IN SELLER REPRESENTATION

No offers are to be withheld from the seller at any time for any reason.

#### PRESENTING THE CONTRACT

The listing salesperson must present the Purchase and Sale Agreement as soon as possible. In the event the buyer representative wishes to be present and explain their principal's position at the presentation of the offer they may do so. Be sure to remind your seller that they have hired you to represent them during negotiations and to please remain quiet during this presentation as to not give the buyer's agent any information that may strengthen their position. After the buyer representative has presented their position they should be asked to leave before the listing agent begins to advise the principal on their knowledge and views of the offer. Remember, the seller makes the final decision on the action to be taken with the offer.

#### REASSIGNMENT

The broker reserves the right to reassign a listing or buyer agency contracts to another salesperson if it is deemed necessary due to originating salesperson's improper handling of the listing or buyer agency contract.

All listings or buyer agency contracts are taken in the name of the broker and remain the property of the broker. Any unsold listings and buyer agency agreements will be assigned to other salespeople, at the discretion of the broker, upon termination of a salesperson.



## SALES MEETINGS

Our real estate company has sales meetings as needed for the benefit of the company and the associates. We encourage all sales staff to attend and participate in these meetings.

Salespersons are not required to attend the sales meetings but are encouraged to participate.

## SELLER LISTINGS

### ACCEPTANCE

All listings must be accepted and approved by the broker.

### LISTING FILES

A listing file will be made, labeled and filed in the office listings file cabinet. Listing files are for the reference of all salespersons and the company. They are not to be removed from the office.

All listing files in our company must include at a minimum:

1. Listing Agreement-signed and dated by all owners
2. Residential Property Disclosure
3. Lead Base Paint Disclosure, if applicable
4. Legal Description & Plat Maps
5. Tax Assessor's Property Print

### CHANGES

Changes in price, terms or other vital information regarding a listing shall be in writing and signed by the seller. It will then be given to the secretary for change notation and filing into the proper file. Be sure to mention these changes at the next sales meeting. Do not forget to make sure these changes are submitted to the MLS also.

#### EXCLUSIVE RIGHT TO SELL

It is the policy of our company to list only properties as exclusive right to sell listings. Our minimum brokerage fee for residential listings is 6%, for Commercial 6%, for land %, except as otherwise stipulated by the Broker.

#### SERVICING

It is extremely important that we maintain regular contact with our sellers who have entrusted the sale of his/her property to our company. A salesperson who is not actively servicing his/her listings properly will soon find it is impossible to get sellers to renew their listing and will not enjoy the referral business that comes with good service. Stay in weekly contact with your sellers.

#### TERM

Our office policy is to list properties for a minimum of 90 days. A shorter term does not give us enough time to market and sell the property and thus receive a return on our investment. Do not take listings for less than one month without the permission of the Broker.

#### TITLE POLICY

It is the policy of our company that all sellers provide us with a copy of their Title Policy whenever possible. This provides us with invaluable information about the property and will be provided to the closing agent at time of contract to aid in the title search. It may save the seller in closing cost as well.

#### WITHDRAWAL BY SELLER

Occasionally the sellers will ask to have the listing withdrawn so they can market it themselves or list with another brokerage. If we release the listing, we expect to be reimbursed if the listing is taken from us prior to the expiration date.

Our standard withdrawal fee is \$1.000 and should be placed on the Listing Agreement. We also require reimbursement for all advertising expenses. This should be brought to the sellers' attention at the time the listing is taken.



The withdrawal fee, if collected, will be split with the salesperson at the same percentage split as if the property had been sold. Advertising expenses will be given to the listing agent.

The Broker must be consulted should this situation arise. The Broker may decide charging such a fee would not be appropriate. In any event the protection clause 'for a sale to any party that the brokerage had shown or made known the property to' shall remain in effect.

#### ADVERTISING TO SELLER

The salesperson should regularly advise the seller of all advertising for their property.

#### SUBMITTING TO MLS

We are members of the Multiple Listing Service(s) and it is our policy to submit every listing to this service. Our MLS rules state that all listings are to be submitted within 48 hours of taking the listing.

#### DESIGNATIONS

We encourage our sales staff to further their education and credibility with real estate designations. Several of these are available through The Association of Realtors.

## TERMINATION

#### GENERAL

Our company and any of its personnel may be terminated by either party at any time; however, such termination of association with our company will in no way void any of the provisions of the contractual relationships entered into prior to termination, nor the specific policies and procedures set forth in the manual.

#### COMPANY PROPERTY

Upon termination of association, the salesperson or employee shall return to the company all the property he or she has been acquired by the company, training

manuals, office supplies, keys to offices, files, lock boxes, signs, etc.

#### UNSOLD LISTINGS

Upon termination, any interest a salesperson has in any unsold listings current at the time of termination shall remain the exclusive property of the broker or at the broker's discretion. The listings may be released to the salesperson with a referral fee as compensation to the broker.

#### PENDING TRANSACTIONS

The rights of the parties to any commissions which accrued prior to notice of termination shall not be divested by the termination.

The company shall not be liable to the salesperson for a commission on any listing procured by the salesperson on the sale of any property unless an offer in writing has been obtained from a bona-fide purchaser, accompanied by an earnest money deposit receipt, and accepted in writing by the seller prior to the termination of the association of the salesperson, and the same transaction is later closed in escrow according to its original terms.

## PRIVILEGED KNOWLEDGE AND INFORMATION

The salesperson or employee is required, both during his / her association and after his / her termination, to hold inviolate and keep secret all knowledge or information as to listings, clients, files and business that were made known to through association with this company. He or she will not impart or make known any of such information to any competitor or other person, firm or corporation, nor use the sale for his / her own advantage or the advantage of any other person or concern except when authorized to do so in writing and signed by the broker.

#### REQUEST FOR WRITTEN TERMINATION

When terminating association with the company, the salesperson is requested to sign a 'termination form' or as stated in the Independent Contractor Agreement.



## TIME OFF

Real estate can be a very demanding business filled with excitement and disappointments. It is not uncommon to become so involved that you work 15 hours a day, seven days a week. We suggest all salespeople periodically schedule, well in advance, time off to rebuild your energy and enthusiasm.

The associate will make sure they have made arrangements with another associate in the office in advance for their clients and customers coverage while they are gone. The arrangements will be put in writing and given to the broker prior to leaving.

## TRIAL AND LEGAL EXPENSES

If any transaction in which a salesperson is involved results in a dispute, litigation or legal expense, the salesperson shall cooperate fully with the broker. Our policy is to avoid litigation whenever possible. If litigation is required to collect a commission any legal fees will be split between the broker and listing agent based on the agent's commission split.

If the agents split is 70% they pay 70% of the legal expense.

## WALK-THROUGH PRIOR TO CLOSING

It is the policy of this office that regardless of whether you represent the Buyer or the Seller you conduct a pre-closing walk-through with your client to be sure that everything is in order.

# SECTION 3

SUPPORT STAFF – EMPLOYEES  
SECRETARY/OFFICE MANAGER

## GENERAL

The office secretary is a vital part of our company. The secretary ensures the administration of our company is handled smoothly and efficiently. Our secretary's primary duties will include:

## FILES

The secretary is responsible for all listing files, transaction files, general information files, and other documents that are necessary for our company to serve our customers and clients properly and promptly.

All files should be returned to the proper area and in the proper order. A regular inventory of the files should be made to ensure all files are in the proper order, and all are accounted for.

When a salesperson puts together a purchase and sale transaction the following items should be included in the file. It will be the secretary's responsibility to see that these items are attached to all transaction files:

### LISTING FILES

- Listing Agreement
- Agency Disclosure Agreement
- Seller Net Sheet
- Closing information sheet
- Required Disclosures
- Tax Roll Print Out Legal Description
- MLS Print Out

### BUYER BROKERAGE AGREEMENTS

- Buyer Brokerage Contract
- Agency Disclosure Agreement
- Closing Cost Disclosure Statement
- Closing information sheet
- Disclosures



## PURCHASE AND SALE AGREEMENTS

- Purchase and Sale Agreement
- Agency Disclosure Agreement
- Seller Net Sheet
- Closing information sheet
- Deposit slip for earnest money
- Disclosures

## OFFICE APPEARANCE

The first impression of our company and staff is made when the client/customer first walks through our door. The office receptionist, while on duty, will see that the appearance is always neat and tidy.

## MAINTAINING SUPPLIES

It is the secretary's responsibility to ensure an adequate stock of supplies is maintained. This includes all company forms, office supplies and other items necessary for the efficient operation of the office.

It is important that the majority of supplies be stored in a central area to prevent damage and waste, and so we do not reorder an item in error, resulting in overstocking. Supplies should be checked and ordered weekly if needed, after the broker has reviewed the intended order.

## RECEPTION AND TELEPHONE

One of the secretary's primary duties is greeting customers and clients when they arrive in our office and answering the telephone for our company. All greetings should be conducted with friendliness and confidence. All parties should be asked their name and with whom they wish to speak with or be seen by. It is then the secretary's duty to notify that agent of the caller.

The telephone should be answered:

“Good (morning) (afternoon), thank you for calling Cosmore. May I help you?

Who should I tell Jane Doe is calling? One moment please while I ring her desk or put you through to her voice mail.

Full attention and extreme courtesy must be given to every person that comes through our door or phones our office.

## RECEPTIONIST

### GENERAL

The office receptionist is a vital part of our company. The receptionist ensures that all company contacts are greeted and routed to the proper person or location within our company. It is imperative that the receptionist handled all contact with friendliness and authority. Our receptionist’s primary duties will include:

### GREETING THE PUBLIC AND MANAGING THE TELEPHONE SYSTEM

The receptionist is responsible for all first contacts with our clients and customers. This is an extremely important position with our company. The primary duties include:

- Greeting the customers/Clients as they enter our office and routing them to the proper sales person
- Greeting the customers/Clients as they (call) our office and routing the call to the proper sales person
- Taking messages as (appropriate) and distributing the morning messages off of the voice mail system
- Receiving and distributing the mail
- Assisting the Office Secretary as time allows
- Distributing e-mail messages

### RECEPTION AND TELEPHONE

The receptionist’s primary duty as stated above is greeting customers and clients



when they arrive in our office and answering the telephone for our company.

All greetings should be conducted with friendliness and confidence. All parties should be asked their name and with whom they wish to see or speak with. It is then the receptionist's duty to notify that agent of the caller.

The telephone should be answered in this manner:

"Good (morning) (afternoon), thank you for calling Cosmore. May I help you? Who should I tell Jane Doe is calling? One moment please while I ring her desk.

Full attention and extreme courtesy must be given to every person that comes through our door or phones our office.

#### NEW CUSTOMER CONTACTS

When a new customer contacts our company the following procedures will be followed: "Have you spoken with an agent from our company before?"

If so then the customer is routed to that agent.

If the customer has not worked with anyone from the company then the customer is routed to the agent currently on floor duty.

If the customer has not worked with anyone from the company and is inquiring about a certain listing then the customer is routed to the listing agent

## TRANSACTION COORDINATOR

#### GENERAL

The transaction coordinator is a vital part of our company. The transaction coordinator ensures that all transactions are tracked and guided towards the ultimate goal of closing. The primary duties of our transaction coordinator will include:

#### PURCHASE AND SALE AGREEMENT FILES

The transaction coordinator is responsible for maintaining and tracking all transaction files to closing. All transaction files will remain with the transaction coordinator. When a salesperson consummates a purchase and sale transaction the following items

should be included in the file before it is turned over to the transaction coordinator. It will be the transaction coordinator's responsibility to see that these items are included in all transaction files:

- Purchase and Sale Agreement
- Agency Disclosure Agreement
- Closing Cost Disclosure Statement
- Closing information sheet
- Deposit slip for earnest money
- Disclosures
- Copy of Listing Agreement or Buyer Agency Contract
- Title Policy (if received) & Legal Description
- Letter of Loan Approval

#### TRACKING THE SALE

The transaction coordinator is responsible for working with the lenders, appraisers, attorneys, inspectors, escrow officers, buyer's agent, sellers agent and virtually all parties involved in the transaction. It is the coordinator's responsibility to stay in contact with all involved agencies and bring the transactions to a close. When hurdles appear that seem insurmountable or beyond the coordinators expertise, the transaction coordinator is to consult with the broker or sales manager.

## SALES MANAGER

#### GENERAL

The office Sales Manager is a vital part of our company. The sales manager ensures the sales staff are performing within our companies guidelines. The sales manager primary duties will include:

#### TRAINING AND EDUCATION

The sales manager will be responsible for scheduling all in house training and educational classes. It will be the sales managers responsibility to motivate the sales



staff to attend these opportunities.

#### GUIDANCE AND AVAILABILITY

The sales manager will be available to the sales staff for assistance in a variety of areas.

Duties with which to assist the sales staff will include:

- Listing Agreements
- Listing Presentations
- Buyer Agency Contracts
- Buyer Agency Presentations
- Showing Property
- Organizing Property Tours
- Purchase and Sale Agreements
- Check Listing and Buyer Agency Files for Proper Information
- Check Purchase and Sale Agreement Files for Proper Information
- Organizing Sales Meetings
- Monitoring License Renewals
- Responding and Handling Disputes
- Consulting with the Broker as Needed
- Distributing Referrals

# SECTION 4

## MANAGEMENT

## BROKER AVAILABILITY

You are encouraged to discuss any questions or problems you are experiencing with the broker at any time. The broker is here to help.

### COOPERATION

Real estate sales cannot be successful without cooperation and negotiation. We hope that our salespersons will remember this concept and willingly cooperate with other salespeople, both within and outside of our company.

### DISPUTES ARBITRATION

We have attempted in this document to address possible disagreements about prospects or commission splits. We cannot possibly address all issues that could materialize. In the event of a dispute that cannot be settled between the parties, the broker will step in and the situation will be handled promptly and fairly.

At the brokers discretion the parties will submit to arbitration by a panel of their peers. Three sales staff or employees will be requested to participate on the arbitration panel, one by each of the disputing parties, and one by the broker.

The parties will present the facts of their case to a panel, and the decision of the panel will be final and binding to the parties.

### BETWEEN BUYER AND SELLER

Buyers and sellers often have differences that occasionally may cause a dispute over the terms of the contract. We encourage communication and negotiation when disputes between the parties arise. The broker must be informed of the problem immediately. Our attorney on retainer will be contacted for legal advice in the matter by the broker.

## POLICY AND PROCEDURE CHANGES

It must be remembered that this manual is a “living document” and the broker reserves the right to amend, alter or change policies and procedures in this manual as the need arises. If and when revisions are done to this document, each salesperson and employee of our company will receive a dated copy of the revision.

## HARASSMENT

Sexual harassment is any verbal or physical conduct of a harassing nature, requests for sexual acts or favors, unwelcome sexual advances, or any other conduct with the purpose or effect of which unreasonably interferes with an individual’s work performance or creates a hostile, intimidating or offensive work environment. Sexual harassment is illegal.

Racial, religious, and ethnic harassment is also illegal. For this reason, you must make sure that you do not engage in such harassment or in any behavior toward your fellow workers that could be viewed as harassment.

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

The Company policy states that the following people may not harass you: co-workers; supervisors; any member of the firm; any guest or visitor to the firm.

If you believe that you have been harassed, please bring the problem to the attention of your supervisor and (provide the names of any other individuals). You do not have to put your complaint in writing, but it is helpful to provide details about dates, times, places, and witnesses to the harassment.

All complaints will be investigated promptly by the Office.

The identity of the employee making the complaint as well as the identity of the individual accused of sexual, ethnic, racial or religious harassment will be kept strictly confidential. Information regarding the charge of sexual harassment and then



investigation of that charge will not be made known to anyone who is not directly involved either as a party, a witness, or a member of the investigatory team. Witnesses interviewed will be provided only such information as is necessary to elicit from them their observations and other relevant information.

No one may retaliate against you if you file a charge of harassment against them. The Company will make every effort to prevent possible retaliation against you under such circumstances.

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

#### THE FINAL WORD

If a situation should arise that is not covered in our company's Policies and Procedures Manual, the salesperson or employee shall abide by the broker's decision.

The broker reserves the right to have the final word in any situation the broker deems as necessary.

# Appendix: Policy Additions and Revisions

**Effective Date: August 3, 2024**

This appendix includes additions and revisions to the Cosmore Florida Corp. Policies & Procedures Manual to ensure compliance with the NAR settlement and enhance brokerage protections. These policies are effective immediately and must be adhered to by all agents and employees.

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## **Section A: Compliance with NAR Settlement**

### **1. Compliance with NAR Settlement**

#### **1.1 Overview:**

Cosmore Florida Corp. is committed to complying with all regulations and settlements stipulated by the National Association of Realtors (NAR). This includes adhering to rules and guidelines that promote transparency, fairness, and ethical practices in all real estate transactions.

#### **1.2 Commission Transparency:**

All commission rates and fees must be clearly disclosed to clients in writing before any agreement is signed. Agents must ensure that clients understand that commission rates are negotiable and not fixed by any external standards.

#### **1.3 MLS Listings:**

All property listings must be submitted to the MLS within the required timeframe, ensuring accurate and complete information is provided. Agents must not withhold any listing from the MLS to avoid competition.

#### **1.4 Anti-Steering Practices:**

Agents must avoid any practices that steer clients towards or away from certain properties based on commission structures. All recommendations must be based on the client's best interests and preferences.



### **1.5 Training and Education:**

Regular training sessions will be held in person, or remotely, or by email or other online resource, to keep all agents updated on the latest NAR guidelines and the implications of the settlement. Attendance is mandatory.

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## **Section B: Enhanced Security and Compliance Measures**

### **2. Enhanced Security and Compliance Measures**

#### **2.1 Client Information Confidentiality:**

All client information must be treated as confidential and must not be disclosed to any unauthorized parties. This includes client identities, financial information, and property details.

#### **2.2 Document Retention:**

All transaction documents, communications, and records must be securely stored and retained for a minimum of seven years. Digital copies should be maintained on secure, encrypted servers.

#### **2.3 Conflict of Interest Policy:**

Agents must disclose any potential conflicts of interest to the broker immediately. This includes personal relationships with clients, financial interests in properties, or any other situation that could impair their impartiality.

#### **2.4 Dispute Resolution:**

Any disputes arising from transactions must be reported to the broker promptly. The broker will mediate and, if necessary, initiate arbitration as outlined in the office policy to resolve the issue.

#### **2.5 Legal Compliance:**

All agents and employees must adhere to federal, state, and local laws governing real estate transactions. This includes anti-discrimination laws, fair housing regulations, and any other applicable legal requirements.

#### **2.6 Error and Omission Insurance:**

All agents must maintain active Errors and Omissions (E&O) insurance coverage. The brokerage will provide E&O insurance, but agents are responsible for understanding the terms and coverage limits.

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## **Section C: Edits to Existing Policies**

### **3. Anti-Trust Issue / Price Fixing**

#### **3.1 Revised Policy:**

Price fixing occurs when competing brokers or agents discuss and/or agree to set sales commissions, fees, or management rates. Price fixing IS illegal. Our office independently determines the commission rates or fees that it will charge. Agents must clearly communicate to clients that commission rates are negotiable and ensure all discussions and agreements are documented in writing.

### **4. Dispute Arbitration**

#### **4.1 Revised Policy:**

At the broker's discretion, the parties will submit to arbitration by a panel of their peers. Three sales staff or employees will be requested to participate on the arbitration panel, one by each of the disputing parties, and one by the broker. All arbitration proceedings will be confidential, and the decisions made by the arbitration panel will be final and binding. Documentation of the arbitration process will be securely stored for future reference.

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These additions and revisions are incorporated into the Cosmore Florida Corp. Policies & Procedures Manual as an appendix. All agents and employees are required to familiarize themselves with these updates and comply with them immediately. For any questions or clarifications, please contact the broker.