



**COLDWELL BANKER**  
SELECT REAL ESTATE



# NEW AGENT ON-BOARDING PACKET

The Select Group operates a unique “Partnership” Business Model. We work together with our Sales Associates, helping to build a stronger, better business. We do not operate a “Desk Rent” environment, nor are you left to handle transactions on your own.

We believe the “Partnership” Business Model results in greater business performance and heightened success. Our tailored real estate services, benefits, and expertise offer our Sales Associates a real advantage in today's marketplace.

“The Select Group is consistently ranked in the elite group of Top 100 Real Estate Firms nationally.”



**REALTRENDS**  
THE TRUSTED SOURCE

# CB AGENT ON-BOARDING CHECKLIST

Full Name: \_\_\_\_\_  
 Nickname: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Cell Phone: \_\_\_\_\_  
 Direct Phone: \_\_\_\_\_  
 vFax: \_\_\_\_\_  
 Personal Email: \_\_\_\_\_  
 Company Email: \_\_\_\_\_

Start Date: \_\_\_\_\_  
 Brand/Office: \_\_\_\_\_  
 CA DRE#: \_\_\_\_\_  
 NRDS#: \_\_\_\_\_  
 Dash #: \_\_\_\_\_  
 MLS ID: \_\_\_\_\_  
 Website: \_\_\_\_\_

Did they attend the on-boarding class?  
 Y / N      Date Attended      \_\_\_\_\_

REQUIRED	Task to be Completed	Task	Responsible Party	Confirmed		Date Completed
				Mgr./Adm	Agent	
(1) CONTRACTS	<i>ACTION: Complete Sections 1 &amp; 2. Have Agent Review, Sign and Provide for Submission.</i>					
	Independent Contractor Agreement	Submit	Manager			
	Exhibit B Compensation Program	Submit	Manager			
	Exhibit B - 1, 2 or 3 1= (Exp Agent) 2= (New Agent) 3= (Team)	Submit	Manager			
	Addendum to Independent Contractors Agreement	Submit	Manager			
	Transfer Real Estate License <a href="#">DRE Website</a>	Submit	Manager			
	Verification of MLS ID/Password	Verify	Admin			
	E&O Coverage Agreement	Submit	Manager			
(2) POLICY & FORMS	Print (50) Temporary Business Cards In-office	Create & Print	Admin			
	Broker Wolf Personnel Form & Agent Photo <a href="#">Broker Wolf Personnel Form</a>	Submit	Admin			
	Emergency Contact Form	Submit	Admin			
	W-9 Form <a href="#">Current W-9</a>	Submit	Admin			
	Recurring Credit Card Payment Authorization Form	Submit	Admin			
	Global Conference Savings Plan	Submit	Admin			
	Copy of Real Estate License	Submit	Admin			
	Drivers License and Social Security Card	Submit	Admin			
<b>STOP! ACTION REQUIRED: Email All Completed Items from Section 1 &amp; 2 to <a href="mailto:OnBoarding@SelectGroupRe.com">OnBoarding@SelectGroupRe.com</a></b>						
(3) POLICY & FORMS	Office Policy - Review and Initial	Submit	Admin			
	Vehicle Insurance Form	Submit	Admin			
	IT Technical Support Policy	Submit	Admin			
	Social Media Policy	Submit	Admin			
	Vehicle Operations Policy & Insurance Request Form	Submit	Admin			
	DMV/MVR Authorization Form	Submit	Admin			
	REALTOR* Safety Pledge	Submit	Admin			
<b>STOP! ACTION REQUIRED: Email All Completed Items from Section 3 to <a href="mailto:OnBoarding@SelectGroupRe.com">OnBoarding@SelectGroupRe.com</a></b>						
(4) SETUP & OFFICE TOUR	Alarm Code or Key Assignment <i>Code #</i>	Assign	Admin			
	IT Ticket - New Agent Set Up <i>Set up computers and Devices</i>	Provide & Verify	Admin			
	Copier Code <i>Last 4 Digits of SSN:</i>	Provide & Verify	Admin			
	Have agent Print from his/her personal laptop to the printer.	Verify	Admin			
	Personal Workspace <i>Order Name Plate</i>	Order	Admin			
	Mailbox Location <i>Create agent's name label: Located at Reception</i>	Provide & Review	Admin			
	Sales Meeting Schedule <i>Date &amp; Time:</i>	Provide & Review	Admin			
	Floor-time Schedule	Provide & Review	Admin			
	Office Opening & Closing Procedures	Provide & Review	Admin			
	Preferred Stanford Agent Name:	Introduce	Admin			
(5) INTRO.	Local Property Manager Name:	Introduce	Admin			
	ICTC Representative Name:	Introduce	Admin			
	<b>STOP! ACTION REQUIRED: Review Agent Setup, Benefits &amp; Services.</b>					

# AGENT ON-BOARDING CHECKLIST

Full Name: \_\_\_\_\_

Start Date: \_\_\_\_\_

Nickname: \_\_\_\_\_

Brand/Office: \_\_\_\_\_

ADMIN TO COMPLETE/SETUP:		ACTION	ASSIGNED	DATE	AGENT CONFIRM	DATE COMPLETED
(6) NEW USER SETUP	Office Phone Number & vFax are working	CONFIRM	ADMIN			
	Create/Assign Select Website <a href="#">Create Agent Website</a>	SETUP	ADMIN			
	Have agent log into his/her company website	Assign/Verify	ADMIN			
	Have agent log into his/her company email	Verify	ADMIN			
	Have agent send and receive and email from his/her company email	Verify	ADMIN			
	Have agent email marketing at the following email so he/she can be added to the company communication list.	SETUP	ADMIN			
	Broker Wolf Profile	SETUP	ADMIN			
	SNAP Login. Create Short Cut on Agents Computer and Login with Agent.	Assign/Verify	ADMIN			
	Ensure agent can navigate in SNAP <a href="#">SNAP</a>	Assign/Verify	ADMIN			
	Upload agent's SOI using bulk upload and/or manually	Assign/Verify	ADMIN			
	Ensure agent can add to their SOI manually	Assign/Verify	ADMIN			
	Set Up Realtor.com Account <a href="#">Realtor.com</a>	SETUP	ADMIN			
	Set up zipForms Account <a href="#">zipForms</a>	SETUP	ADMIN			
	Set up Xpressdocs Account <a href="#">Xpressdocs</a>	SETUP	ADMIN			
	Ensure agent can navigate in Xpressdocs	SETUP	ADMIN			
	Sign up for Realtor Next Door (Must have a Credit Card on File)	SETUP	ADMIN			
	Prepare a digital piece from Xpressdocs, with agent, and send to your manager	SETUP	ADMIN			
	Zip Forms Account <a href="#">Zip Forms</a>	SETUP	ADMIN			
	LoopNet Account *OPTIONAL <a href="#">Accounting@SelectGroupRe.com</a>	EMAIL	ADMIN			
(7) ORDER FOR AGENT	Agent Photo Newsletter <a href="#">Marketing@SelectGroupRe.com</a>	SUBMIT	ADMIN			
	Agent Introduction Postcard <a href="#">Xpressdocs.com</a>	50	ORDER	ADMIN		
	- MAIL TO RADIUS SEARCH AROUND AGENTS HOME ADDRESS		ORDER	ADMIN		
	Name Badge	1	ORDER	ADMIN		
	Name Plate <a href="#">Xpressdocs.com</a>	1	ORDER	ADMIN		
	Order Business Cards	1000	ORDER	ADMIN		
	Sign Riders <a href="#">Dee Signs Ordering</a>	3	ORDER	ADMIN		
	Register Agent for Upcoming On-Boarding Class <a href="#">On-Boarding Class Registration</a>	Assign/Verify	ADMIN			
Select Academy On-Boarding for Success						
Verify Agent has SNAP Short Cut on Agents Computer		Assign/Verify	Select Academy			
Ensure agent can navigate in SNAP (This will cover everything)		Assign/Verify	Select Academy			
Verify Agent is Enrolled in Xpressdocs with a Credit Card on file		Assign/Verify	Select Academy			
Verify Agent has sent Announment Cards		Assign/Verify	Select Academy			
Prepare a digital piece from Xpressdocs, with agent, and send to your manager		Assign/Verify	Select Academy			
Teach agent how to manually add to their SOI		Assign/Verify	Select Academy			
Have agent Send and E-card from SNAP		Assign/Verify	Select Academy			

8) REVIEW BENEFITS & SERVICES	BUSINESS DEVELOPMENT - Manager to email each department		
	Relocation Team providing assistance with moves around the corner or across the globe		<a href="http://www.relo.c21selectgroup.com">www.relo.c21selectgroup.com</a>
	All referrals must be submitted through business development.		<a href="mailto:Leads@SelectGroupRe.com">Leads@SelectGroupRe.com</a>
	INTER-COUNTY TITLE		
	Title & Escrow services *may not apply in all areas		<a href="mailto:info@intercountytitle.com">info@intercountytitle.com</a>
	MARKETING		
	Blog: My Select Life - resource - content, Facebook banners, listing presentations can be found here		<a href="http://www.MySelectLife.com">www.MySelectLife.com</a>
	Marketing Questions Can be Submitted Here		<a href="mailto:marketing@selectgroupe.com">marketing@selectgroupe.com</a>
	Website Questions can be Submitted Here		<a href="mailto:Websites@SelectGroupRe.com">Websites@SelectGroupRe.com</a>
	<b>Other Marketing Offerings</b>		
		<i>My Select Group Blog</i>	<a href="http://www.MySelectLife.com">www.MySelectLife.com</a>
		<i>Commercial Division</i>	<a href="mailto:Commercial@SelectGroupRe.com">Commercial@SelectGroupRe.com</a>
		<i>eBlast Properties</i>	<a href="mailto:Orders@SelectGroupRe.com">Orders@SelectGroupRe.com</a>
		<i>eNewsletters</i>	<a href="mailto:WebsiteHelp@SelectGroupRe.com">WebsiteHelp@SelectGroupRe.com</a>
		<i>Horse &amp; Ranch Division</i>	<a href="mailto:HorseRanch@SelectGroupRe.com">HorseRanch@SelectGroupRe.com</a>
		<i>iSelect Calendar - Training &amp; Events</i>	<a href="mailto:Events@SelectGroupRe.com">Events@SelectGroupRe.com</a>
		<i>Luxury Division</i>	<a href="mailto:LuxuryHomes@SelectGroupRe.com">LuxuryHomes@SelectGroupRe.com</a>
		<i>New Agent: Bio's, eSignature</i>	<a href="mailto:Orders@SelectGroupRe.com">Orders@SelectGroupRe.com</a>
		<i>Post Cards, Flyers and Social Media Print items</i>	<a href="http://Xpressdocs.com">Xpressdocs.com</a>
	Digital Magazine: Select Living - designed to promote luxury, commercial, horse & ranch properties and preferred vendors		
	Division: Commercial - complete team to assist with aspects		
	Division: Horse & Ranch - experienced team to help with all caveats of horse, ranch, farm properties		
	Division: LUX luxury - design & social team to assist with boosted exposure & target marketing		
	Newsletter: INSIDE Select - Monthly Company News from our President, Dan Jacuzzi		
	Newsletter: Life & Real Estate - Monthly Agent to Consumer/Client		
	Printer: Xpressdocs - online print catalog. New User Live Webinar every 2nd Tuesday @ 1pm		
	PROPERTY MANAGEMENT		
	Full Service Property Management Company assisting property owners & residents		<a href="http://www.selectpropmgt.com">www.selectpropmgt.com</a>
	SELECT ACADEMY		
	Real Estate school, providing training courses, live workshops, coaching and events		<a href="http://www.selectgroupe.com/join/">www.selectgroupe.com/join/</a>
	Training, Meetings available to view in SNAP		<a href="http://www.calendarwiz.com/selectgroup">www.calendarwiz.com/selectgroup</a>
	STANFORD MORTGAGE		
	Mortgage Banker & Broker for all home financing		<a href="http://www.Stanfordloans.com">www.Stanfordloans.com</a>



# AGENT ON-BOARDING CHECKLIST

Full Name: \_\_\_\_\_  
 Nickname: \_\_\_\_\_

Start Date: \_\_\_\_\_  
 Brand/Office: \_\_\_\_\_

USER NAME & PASSWORDS:

MLS ID#			
CB Select	Agent Personal Select Website	WHO PAYS:	ADMIN ACTION: Setup Account
	USER NAME:	Company Paid	AGENT ACTION: Customize profile
	PASSWORD:		QUESTIONS: <a href="mailto:Websites@SelectGroupRe.com">Websites@SelectGroupRe.com</a>
CBDesk	Franchise Website/ Backoffice	WHO PAYS:	ADMIN ACTION: Setup Account
	USER NAME:	Company Paid	AGENT ACTION: Upload Photo & Personalize
	PASSWORD:		QUESTIONS: <a href="mailto:Websites@SelectGroupRe.com">Websites@SelectGroupRe.com</a>
Company Email			ADMIN ACTION:
	USER NAME:		AGENT ACTION:
	PASSWORD:		QUESTIONS: <a href="mailto:emilie@selectgroupe.com">emilie@selectgroupe.com</a>
Realtor.com	Listing Promotion	WHO PAYS:	ADMIN ACTION: Setup Account
	USER NAME:	Company Paid	AGENT ACTION: Upload Photo & Personalize
	PASSWORD:		QUESTIONS: <a href="mailto:Realtor.com@SelectGroupRe.com">Realtor.com@SelectGroupRe.com</a>
Xpressdocs	Online Print Catalog & Printer	WHO PAYS:	ADMIN ACTION: Setup Account
	USER NAME: Custom Marketing	Company Paid	AGENT ACTION: Add Credit Card Info
	PASSWORD:		QUESTIONS: <a href="mailto:Marketing@SelectGroupe.com">Marketing@SelectGroupe.com</a>
Zip forms	Online Contracts/Digital Signature	WHO PAYS:	TC ACTION: Transaction Coordinator Setup
	USER NAME:	Company Paid	AGENT ACTION: Upload Photo & Personalize
	PASSWORD:		QUESTIONS: <a href="mailto:ZipForms@SelectGroupRe.com">ZipForms@SelectGroupRe.com</a>
eSignature			
	USER NAME:		AGENT ACTION: Attach to Office 365
	PASSWORD:		QUESTIONS: <a href="mailto:Orders@SelectGroupRe.com">Orders@SelectGroupRe.com</a>

AGENT MUST COMPLETE THE FOLLOWING:		Action	Assigned	Date	M/A	Date Done
Agent Photos MUST be sent with packet	<a href="mailto:Onboarding@selectgroupe.com">Onboarding@selectgroupe.com</a>	SUBMIT	AGENT			
Export Contacts/Spheres of Influence for import into SNAP.	<a href="mailto:WebsiteHelp@SelectGroupRe.com">WebsiteHelp@SelectGroupRe.com</a>	SUBMIT	AGENT			
Announcement Cards	ADD BUSINESS CARDS, ADDRESS, POSTAGE	MAIL	AG/AD			
Website Customization	<a href="mailto:WebsiteHelp@SelectGroupRe.com">WebsiteHelp@SelectGroupRe.com</a>	EMAIL	AGENT			
SCHEDULE APPOINTMENT	DAY & TIME:	SETUP	AGENT			
<b>STOP! ACTION REQUIRED: All of them above are to be completed within the first two weeks</b>						

(9) LOGIN INFORMATION FOR AGENT

## QUICK CONTACT GUIDE

Accounting/Commissions	Broker Wolf - Agent Setup	Pam Byrd	(530) 237-1838	<a href="mailto:Onboarding@selectgroupre.com">Onboarding@selectgroupre.com</a>
	Commissions			<a href="mailto:Commissions@SelectGroupRe.com">Commissions@SelectGroupRe.com</a>
Accounting - Chico Only	Broker Wolf - Agent Setup	Yvonne Carroll	(530) 899-5916	<a href="mailto:Yvonne.Carroll@c21jeffrieslydon.com">Yvonne.Carroll@c21jeffrieslydon.com</a>
	Commissions			
Business Development	Relocation, Lead Router, Select Client Club		(916) 536-4254	<a href="mailto:ClientServices@SelectGroupRe.com">ClientServices@SelectGroupRe.com</a>
Human Resources	Contract questions, DMV, Insurance, etc.	Suzanne Gunderman	(530) 237-1871	<a href="mailto:HR@SelectGroupRe.com">HR@SelectGroupRe.com</a>
IT Team	Computer, Email, Phone, Network Issues	Submit Tickets w/ Admin		
Marketing Team	Questions			<a href="mailto:Marketing@SelectGroupRe.com">Marketing@SelectGroupRe.com</a>
	Blog			<a href="http://www.MySelectLife.com">www.MySelectLife.com</a>
	Commercial Division			<a href="mailto:Commercial@SelectGroupRe.com">Commercial@SelectGroupRe.com</a>
	eBlast Properties			<a href="mailto:Orders@SelectGroupRe.com">Orders@SelectGroupRe.com</a>
	eNewsletters			<a href="mailto:WebsiteHelp@SelectGroupRe.com">WebsiteHelp@SelectGroupRe.com</a>
	Horse & Ranch Division			<a href="mailto:HorseRanch@SelectGroupRe.com">HorseRanch@SelectGroupRe.com</a>
	iSelect Calendar - Training & Events			<a href="mailto:Events@SelectGroupRe.com">Events@SelectGroupRe.com</a>
	Luxury Division			<a href="mailto:LuxuryHomes@SelectGroupRe.com">LuxuryHomes@SelectGroupRe.com</a>
	New Agent: Bio's, eSignature			<a href="mailto:Orders@SelectGroupRe.com">Orders@SelectGroupRe.com</a>
	Print Collateral			<a href="http://www.Xpressdocs.com/TheSelectGroup">www.Xpressdocs.com/TheSelectGroup</a>
Select Academy	CA Real Estate School	Jodi Martinez	(877) 677-9073	<a href="mailto:SelectAcademy@C21SelectGroupRe.com">SelectAcademy@C21SelectGroupRe.com</a>
Select Preferred Solutions	Questions, Submissions of Local Businesses	Stephen Costello	(530) 237-1808	<a href="mailto:SPSVendor@SelectGroupRe.com">SPSVendor@SelectGroupRe.com</a>
Website	Setup, customization & SNAP Support	Aaron Ngai	(530) 237 - 1840	<a href="mailto:Websites@SelectGroupRe.com">Websites@SelectGroupRe.com</a>
zipForm Plus	Support & Training	Monica Crowl	(530) 230 - 7244	<a href="mailto:ZipForms@SelectGroupRe.com">ZipForms@SelectGroupRe.com</a>

(10) WHO TO CONTACT



**COLDWELL BANKER**  
**SELECT REAL ESTATE**

## Independent Sales Associate Contract

PRINT: Zipforms 1CA-BA Form

@ Admins /Managers:

Please print the specific form custom to your office and add to the file.

Initials\_\_\_\_\_



## COLDWELL BANKER SELECT REAL ESTATE

### Addendum #1 Independent Contractor Agreement

#### 1) Real Estate Settlement Procedures Act (RESPA) Violations

Real Estate Agents and settlement providers understand it is a violation of RESPA, punishable by a fine of up to \$10,000 and/or prison sentence of up to one year, to accept "anything of value" for "steering" business to a particular provider of real estate related services, particularly escrow, title and mortgage services. Some regulations forbid kickbacks under any circumstances. Others allow agents to accept goods or services providing: a) they are valued at less than a token amount of approximately \$25 annually, or b) the agent pays the "fair commercial value" for such goods and services.

Any title, mortgage, escrow company or other settlement service providing goods such as post cards, flyers, postage, subsidized advertising, etc. with a value that exceeds the token amount specified above must bill you the same amount as a commercial provider would and must collect from you the full amount of the invoice.

The Select Group, Coldwell Banker Select, requires that sales associates conform to RESPA rules and regulations and that you pay for anything of value which you accept or received from service providers. We also recommend that you have proof of payment available, such as canceled checks, in the event you are audited by the appropriate government authority.

By signing this addendum, you understand the RESPA disclosure above and agree to abide by the requirements set forth herein. Agent further agrees to take full and complete liability and responsibility for any failure on my part to comply with the RESPA disclosure.

#### 2) Non-Solicitation Policy

Statement of Non-Solicitation of Sales Associates Clients and Prospects entered into The Select Group of Real Estate Companies computer programs:

This Statement shall serve as an addendum to each Sales Associate Broker/Salesperson Contract, and their assistants, by and between The Select Group (Select) and each Sales Associate (Agent).

Select hereby agrees and confirms that the email addresses of an Agents' personal sphere and prospects entered for and into Select's computer system, shall not be used by Select for any advertising or solicitations without the approval of Agent.

The only exception to this policy shall be the annual mailing to client lists in support of National Corporate Charities and Client Appreciation events. i.e. Toys for Tots, Santa Photos, Food for Families, etc.

This agreement shall remain in effect during an Agents' entire tenure with Select and continuing for a period of 3 years from date of termination of Agents association with Select.

Client and Prospect lists may be "sold" or transferred by one Sales Associate to another agent within Select upon an Agent retiring or leaving the business entirely. (See Retirement Program Agreement)

Nothing in this agreement shall be construed to prevent Select from conducting mass (non-email) mailings that may occur in the normal course of business. This agreement shall not apply to information that is in the public domain. I.E. Purchased Email Lists.

It is also understood that it is possible that more than one agent may have a client or prospect relationship and a client or prospect may be entered into Select's system more than once. Therefore, a person may be in more than one Agent's database.

\_\_\_\_\_  
Initials





# COLDWELL BANKER SELECT REAL ESTATE

## Addendum #1 Independent Contractor Agreement

### 3) Company Maintained & Provided Office 365 Business Email.

All Sales Associates, support staff and employees are provided Company maintained email and anti-virus plus insurance to reduce the risk to Sales Associates, support staff and employees from hacking and wire fraud losses.

- a. Enterprise Security with support paid for by the company.
- b. Larger mailbox storage
- c. 24/7 Mobile access
- d. Robust security and privacy
- e. Company paid anti-virus (ESET-Nod)

Agents may choose to use an alternate email provider. Should an agent use an email service that is not provided and protected by the Select Group for Real Estate transaction communication, the undersigned Sales Associate agrees to assume 100% of the responsibility/liability for any fraud or losses incurred by clients, customers or The Select Group caused or created by a breach of the Sales Associate/Agents email.

### 4) Company Maintained & Provided Website. All Sales Associates, support staff and employees are provided:

Sales Associates receives a hosted personal URL, IDX and full website.

- a. Sales Associates who have their own URL and domain names can have Select oversee the hosting and protection, at no additional expense.
- b. Websites front facing and back-end are fully customizable by the agent.

### 5) Commission Policy:

The company strongly encourages Associates to obtain 6% listing commissions based on the services we provide. Due to competitive market conditions the following minimum commission & co-op policies have been established.

Below is a list of stated minimum listing brokerage fees charged by the Company and the amount that will be offered to cooperating brokerage firms.

	Amount Charged	Co-op Fee Offered
Pre-Existing Properties	5.0%	2.5%
New Construction	4.0%	2.0%
Minimum Commission	\$2,000	\$1,000

#### Commission Reductions:

- 1. Reduction below these numbers in the listing brokerage fees must first be approved by the branch manager/leader. Reduction to associates commission and co-broker will be discussed at the time of reduction, depending on the circumstances.
- 2. A reduction below the noted minimum commissions, without prior written manager approval, will have the company dollar calculated based on a 5% commission and the agents commission will be adjusted accordingly.

### 6) Wire Fraud Policy:

Wire fraud is financial fraud involving the use of telecommunications or information technology. This criminal act is done using electronic communications or an interstate communications facility. These can include a phone call, fax, email, text, or social media messaging, among others.

\_\_\_\_ Initials



## COLDWELL BANKER SELECT REAL ESTATE

### Addendum #1 Independent Contractor Agreement

Select Real Estate professionals are required to remind clients about the risk of wire fraud and the importance of following only the Wire Fraud Advisory provided. Our goal is to reduce the risk to as close to zero as possible for clients falling for Wire Fraud and losing their down payment funds. To combat this problem, we have established the following requirements:

- 7) Agents, Admins, Managers, Support Staff, and Transactions Coordinators must have the recommended language on their email signature. See eSignature instructions to learn how to set up your eSig in Outlook and Office 365 browser.

I do NOT send wiring instructions for real estate transactions via email. Please contact your title company for wiring instructions. Please do not convey your financial information via email to me. Contact me via telephone regarding any suspicious or inconsistent communications you receive from my email.

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or acting in relation of the contents of this information is strictly prohibited and may be unlawful.

- 8) Agents must call every Buyer, or Buyers Agent, a week prior to Close of Escrow (COE) reminding them to only follow the written instructions provided in the Wire Fraud Advisory.
- 9) Agents must send a follow-up email after their phone conversation, confirming the importance of the follow the Wire Fraud Advisory

Suggested Language:

Hi \_\_\_\_\_, we are coming up on the closing of your new home. Congratulations! As you get ready to sign the final paperwork and wire funds for closing, it is crucial to follow only the Wire Fraud Advisory instructions provided. Do you have any questions?

Note: Without proper documentation the above items have occurred, you the agent may be liable for any damages incurred via fraud via your client. In the event the agent utilizes a company paid transaction coordinator and he/she does not verify the existence of the above, the liability will fall back onto the company.

- 10) Transaction Management Programs is required on all Transactions:
- Transaction Coordinator (TC) manages time-sensitive requirements of your executed contracts, all related documents, disclosures, and reports are received and distributed to the appropriate parties involved in the transaction.
  - All Listing and Sales transactions and each document, disclosure and report will be submitted immediately upon acceptance and/or receipt to the TC. The document is uploaded to our on-line transaction platform, enabling us to operate in a completely paperless environment. This on-line platform also provides the Agent, Manager and Broker access to the file 24/7, from any location.
    - Complete transaction monitoring, coordination, and management of your file.
    - Managing the execution and timely delivery of documents and exchange of information with all parties involved in the transaction.
    - Free electronic signing of documents using digital technology.
    - Cutting edge electronic documents provided by Association approved online provider.
    - On-line file management and long-term document storage.
    - Closing documents are delivered via encrypted email. Downloadable and saved copies of all documents, contracts, disclosures and reports for easy reference.

\_\_\_\_\_ Initials

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# COLDWELL BANKER SELECT REAL ESTATE

## Addendum #1 Independent Contractor Agreement

### 11) Transaction Management Fees:

- a. Sliding Fee is used and based on the closing price of each listing or sale:
  - i. \$195 = \$0 - \$100,000
  - ii. \$245 = \$100,001 - \$200,000
  - iii. \$295 = \$200,001 - \$300,000
  - iv. \$345 = \$300,001 - \$400,000
  - v. \$395 = \$400,001+
  1. Additional \$195 fee for the second side, single agent double-end transactions.
  2. In-office or separate offices, double-end transactions, involving two agents, a separate T/C fee will apply to each side.
- b. In an event an agent is approved not to utilize a Transaction Coordinator there will be a \$125 transaction fee charged to the agent (per side)
- c. Transaction Coordinator Fee: \_\_\_\_\_

### 12) Office Workstation (Optional)

- a. Shared workstations and computer bars are provided at no cost. Cubicle, semi-private and private offices are available at no additional cost based on production and available space. \*\*\*
  - i. Annual Production Targets
    1. Cubicle: \$50,000 Gross Closed Commissions
    2. Semi-Private Office: \$100,000 Gross Closed Commissions
    3. Private Office: \$175,000 Gross Closed Commissions

### 13) Commission Schedule

- a. Individual Sales Associates reference Exhibit B-1, B-2, B-2.2 and Teams reference B-3.
- b. Commission Schedule is determined based on the last 12 months Gross Closed Commissions.
- c. A threshold is the amount of gross commission earned before the Sales Associate's commission rate is moved up.
- d. Threshold transaction that results in threshold being met will be prorated.  
Example: Sales Associate is at 70% commission rate and their year-to-date GCI Example commission reaches the threshold level with the next transaction, then a portion of that commission will be paid at 70% and the balance upon achieving the next threshold will be paid at 90%.
- e. Commission Installments, if commissions are received in this manner the Sales Associates commission will be paid as those installments are received.
- f. Commissions upon Separation, voluntary or involuntary, all open escrows will revert to 60% threshold and a referral fee of 25% will be charged on any listings transferred.
  - i. Referral fee of 25% will be paid to the agent on any listings the client elects not to transfer.

### 14) BPO/BPA Payments to agents

- a. Payments under \$100 will incur a \$20 processing fee.
- b. Payments \$100+ will not be charged a processing fee and will be paid at agent's regular split.
- c. No franchise fees paid on either.

### 15) Franchise Fee:

- a. Select Group Franchise fee is \$.00179 and is based on the Sales Volume; Sales associate pays this fee for each transaction.
  - i. Single sided transaction is \$.00179
  - ii. Double ended transactions are \$.00179, each side of the transaction.

\_\_\_\_\_ Initials



## COLDWELL BANKER SELECT REAL ESTATE

### Addendum #1 Independent Contractor Agreement

- 16) Business Service Fees:
- a. \$99 Business Service Fee, billed in arrears, due at the beginning of every month. The monthly fee fully applies towards any used portion of an agent's most recent month.
    - i. This fee will not be prorated for any unused portion of a month.
  - b. Monthly or Annual Payment Options available:
    - i. Monthly payees must have a current credit card or debit card on file for the amount due.
    - ii. Annual Fee option is available to be paid at the beginning of every "Anniversary Year".
    - iii. Should an agent pay the yearly amount at the beginning of the year, one lump sum, they will receive the 12<sup>th</sup> month free.
    - iv. Past due amounts are subject to \$10 late fee and interest at a rate of 12% per annum on the unpaid balance.
- 17) Monthly Errors & Omissions (E&O) Fees:
- a. \$60 flat monthly fee billed in arrears and due at the beginning of every month.
  - b. \$60 per closed transaction fee (per side).
  - c. Payment Options annual or monthly plans available:
    - i. Monthly payees must have a current credit card or debit card on file for the amount due.
    - ii. Annual Fee option is available to be paid at the beginning of every "Anniversary Year"
      1. Past due amounts are subject to late fees and interest charges at a rate of 12% per annum on the past due balance.

\*\*Refer to full E&O Policy Agreement for a full understanding of E&O Fees and Program

- 18) Make a Difference Fund: (Select Cares)
- a. \$20.00 will be deducted from each closed side and credited to the offices Make a Difference Fund.
  - b. The Company will donate an additional \$10.00 for each side closed.
  - c. The fund is used to benefit local charities and/or causes. The decisions of where the "fund" money is used are made by a committee of my fellow agents in my Select office. The company reserves the right to approve the amount and the appropriateness of any donation.
  - d. Contribution amounts may be reviewed annually.
- 19) B/W and Color Copies:
- a. Company provides full printing capabilities, and all B/W copies are at no cost to the agent.
  - b. Color copies are company paid for all Listing/Buyer Presentations and Business Development Seminar Materials.
  - c. Company provides up to (100) color copies, per listing taken, for marketing flyers.
  - d. Additional copies will be charged at \$.20 each.
- 20) Personal Transactions:
1. Sales associate agrees that any listing or purchase of real estate in which he/she is personally involved as a party to the contract shall be listed or purchased through the company. Sales associate may participate as a principal in an unlimited number of transactions. Sales Associate is not allowed to represent any other parties in their personal sale. The fee charged to agent for selling their personal property shall be .50% (1/2 %) of the selling price of the property. Fee to be taken out in escrow and sent directly to corporate office.
  2. Sales Associate expressly acknowledges that regarding activities in connection with or associated with the purchase and/or sale of real estate for the Sales Associate's personal account, Sales Associate specifically agrees to indemnify and hold harmless Broker and Company from the consequences of any such activity.
  3. Sales Associate is further aware his/ her personal position in a real estate transaction or their family, personal or

\_\_\_\_\_ Initials

5





**COLDWELL BANKER**  
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Addendum #1  
Independent Contractor Agreement

business relationship where there's any possibility of a conflict of interest to any purchaser or seller of real estate must be fully disclosed to all parties to the transaction, in writing. Sales Associates will not be allowed to represent both parties in a such a transaction, except with specific manager approval and the required written consent of both parties.

Agents are prohibited from representing themselves as a principal and/or representing a client in the same transaction. It is simply not possible to discharge our fiduciary duty to a client if the same agent is the principle on the other side of a transaction. Therefore, if you develop a buyer for your own property, or wish to buy your own

listing, you must refer the client to another agent within The Select Group. You may request up to a 40% referral fee, but the other agent will be required to act as the agent fully and completely for the client.

**Terms:**

1. Sales Associate agreement and commission plan automatically renews for the successive 12-month periods unless either party gives a written 30 days' notice of non-renewal prior to the Associates Anniversary date.
2. Minimum Production level is three transactions per six-month period. Sales Associates not meeting the criteria maybe required to go to referral status or participate in additional training/coaching at the Branch Managers discretion.
3. Client Services & Relocation Transaction, company generated business, is covered in a separate agreement.

Received and Acknowledged:

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Sales Associate

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Date

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Branch Manager

---

Date



**COLDWELL BANKER**  
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MLS#

CONTACT LOCAL ASSOCIATION

- NEW AGENTS SUBMIT APPLICATION
- EXPERIENCED AGENTS TRANSFER MLS#

Initials\_\_\_\_\_



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## Errors & Omissions Agreement

The Select Group, hereafter known as “the Company or Companies” and its Associates, hereinafter known as “Associate” or “Agent”, shall maintain an “Insurance Fund” for the purposes of paying for Errors and Omissions Insurance, covering a portion of the insurance deductible, paying legal fees, paying claims and settlements and paying expenses incurred in claims avoidance and dispute resolution.

This Errors and Omissions Agreement constitutes a contract between the Company and the Associate and shall apply to any claim or lawsuit received after the date of this agreement. This agreement supersedes and replaces any prior agreement and sets forth the duties and obligations of each party. Read it carefully.

The Company will endeavor to maintain an Errors and Omissions Insurance Policy providing minimum coverage of \$1,000,000 per year and \$500,000 per incident. In the event the Company is unable to obtain said coverage, the Company will endeavor to maintain as much coverage as is obtainable for a reasonable premium.

In the event the Company is unable to obtain insurance of any kind, is between policies, or decides that available insurance is not cost effective and/or not of enough coverage, the Company, at its sole discretion, may decide that the Company shall “self-insure”.

The coverage and exclusions for loss provided by the “Insurance Fund” shall be that coverage as defined in the Insurance Policy has in effect at the time the incident occurred or in the event no policy is in force, by that coverage and exclusions offered by the California Association of Realtors endorsed coverage, subject to a \$10,000 deductible with policy limits of not less than \$1,000,000 per year and \$500,000 per incident.

1. The following three items are not included in the Errors and Omission Policy and/or “Insurance Fund”.
  - a. All repairs or adjustments up to \$500.00 made within 180 days after a sale shall be considered “Customer Service” and shall not count as a claim or settlement for the purposes of Errors and Omissions. All said “Customer Service” repairs or adjustments shall be shared by the Associate and the Company on the same percentage as the Associate’s commission rate in effect at the time of closing.
  - b. The \$500 and 180 days described in item number 1A shall be increased to \$1,000 and twelve months from close of escrow should the claim or suit involve an item that would have been covered by a Home Warranty Policy, either Basic, Premium or optional coverage, and there was not a Home Warranty Policy on the transaction with appropriate coverage or a waiver signed by the Buyer.
  - c. Legal advice in the normal processing of a transaction will be shared by the Company and the Associate on the same basis as an Associate’s Commission Schedule with the office at the time the expense was incurred. The choice of legal counsel shall be at the sole discretion of the Company.

\_\_\_\_ Initials



## Errors & Omissions Agreement

2. The "Insurance Fund" and a "Fund Deductible" of \$10,000 shall function as detailed below:  
The money paid into the "Insurance Fund" shall become the property of the Company which will maintain the "Fund". All contributions from the Company and Errors and Omissions Insurance premiums shall be paid out of the "Fund". Should the expenses incurred by the "Fund" exceed Associate contributions; the Company will pay said expenses out of the Company's general funds.
3. Fund Contributions
  - a. Each Associate shall contribute \$60 per month to the E&O Fund.
  - b. In addition, each Associate shall contribute \$60 per side closed.
  - c. In the event of one or more agents working together as a "Team" either entirely or on an individual transaction, the per side contributions shall be split between the two agents sharing the transaction.
  - d. The Company may adjust the Associate contributions to the "Fund" as may be required to maintain approximate parity with industry standard insurance premiums and/or address the loss ratio and settlement expenses on an annual basis with the new rate beginning September 1st of each year. Once set, the rate shall remain unchanged for the fiscal year.
4. The "Fund" will pay up to \$500 in legal expenses incurred in the avoidance of liability after an escrow has closed. A consultation with legal counsel to assist in determining the Company's standing in a matter, up to the \$500 limit, shall not apply to the deductible and will be paid by the "Fund". The choice of legal counsel shall be at the sole discretion of the Company.
5. Should the Company be sued or settle a matter to avoid a suit, the deductible that shall apply to the judgment, settlement, and legal expenses which shall be split between the Company and the Associate involved in the transaction in the following manner:
  - a. The Associate and the Company shall pay their portion of the deductible of \$10,000 at the point the expense is actually incurred. An agent will be billed for their portion of the deductible as the bills are received and/or a settlement or judgment is paid.
  - b. If the Associate has obtained a "Liability Sign off" and used a Company Transaction Coordinator on the transaction, the "Fund" deductible and the Associate's share will be 50% of any claim or settlement amount up to the \$10,000 deductible. Therefore, the maximum liability of an agent on a transaction with a "Liability Sign off" and having been processed by one of the company's Transactions Coordinators shall be \$5,000.
  - c. If the Associate does not or cannot obtain a "Liability Sign off" on the transaction, the "Fund" deductible (Agent share) will be the full \$10,000.
  - d. The \$5,000 reduction in the deductible, by obtaining a Liability Sign-off, will apply if:
    - i. The file is processed through the Company's Transaction Coordinator Program.
    - ii. The file was turned in within three days of opening.
    - iii. The Sales Associate complied with the items noted below to obtain a liability sign-off.
    - iv. The Transaction Coordinator did not reasonably request or identify any additional or transaction specific missing documents.

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Initials





## Errors & Omissions Agreement

- e. An Associate can also earn two (2) deductible credits as follows:
  - i. \$1,250 if either an American Home Shield or Fidelity Home Warranty home protection plan was made part of the sale, was in place at close of escrow, or was waived by the buyer on the contract.
  - ii. \$1,250 if either a Property ID or Disclosure Source Natural Hazard Disclosure Report was obtained and signed by the Buyer as part of the transaction.
  - iii. In the event that the company moves to a "Private Label" or owns a Natural Hazard Disclosure Company and its product then the new product will replace use of Property ID or Disclosure Source to obtain the \$1,250 reduction in an agent's deductible.
- f. Therefore, except as modified in 4F, an Associate who obtains a "Liability Sign Off," places an American Home Shield or Fidelity Home Warranty and completes a Property ID or Disclosure Source Report can achieve a \$2500 deductible.
  - i. Associate understands and agrees that the maximum agent deductible may be higher than \$2,500 in those situations detailed in clauses 7,10 and 11 of this agreement.
- g. NOTE: A "Liability Sign Off", for the purposes of this agreement, is defined as receiving management approval of the transaction. Management approval will be withheld should an Associate NOT complete or comply with any of the following items:
  - i. Transfer Disclosure Statement (TDS), including Agent's Visual Inspection Disclosure (AVID).
  - ii. Agency Disclosures (AD) including Possible Representation of both Buyer and Seller (PRBS).
  - iii. Environmental Hazard/Earthquake Booklet, including Chapter Six.
  - iv. Lead Based Paint Disclosure (FLD), where applicable.
  - v. Natural Hazards Disclosure, including Supplemental Tax Information.
  - vi. Seller Property Questionnaire or Vacant Land Property Questionnaire (SPQ or SVLQ).
  - vii. Statewide Buyer and Seller Advisory (SBSA) plus Local/Regional addendum if applicable.
  - viii. Septic Inspection, Well Inspection, Property Monument and Allocation of Cost Addendum (SWPI) when applicable.
  - ix. Buyer Inspection Advisory (BIA).
  - x. Obtaining and delivering a Mello-Roos and Special Assessment Disclosure if applicable.
  - xi. Whole House Inspection or Waiver as noted in the Residential Purchase Agreement.
  - xii. Arranging for and ensuring completion of additional inspections as needed and/or obtaining a Buyer Inspection Election (BIE).

\_\_\_\_ Initials



## COLDWELL BANKER SELECT REAL ESTATE

### Errors & Omissions Agreement

- xiii. Buyer Inspection Waiver (BIW) if Buyer will not be ordering a pest or home inspection.
- xiv. Place Home Protection Policy on the home or waiver signed.
- xv. Maintaining a written or electronic contemporaneous "File Communication Log" of actions and conversations on the transaction.
- xvi. Completing a verification of Property Condition (VP) or having Buyer sign a waiver.
- xvii. Obtaining Buyer and Seller signatures on all contracts and disclosures and Buyer's dated acknowledgment of inspection and reports stating, **"I HAVE READ AND RECEIVED PAGES THRU AND UNDERSTAND THE INFORMATION PROVIDED AND/OR RECOMMENDATIONS MADE HEREIN."**
- xviii. Use appropriate additional CAR forms (i.e., Short Sale Disclosure, REO Disclosure, etc.)
- xix. Preliminary Title Report acknowledged by the Buyer.
- xx. Final HUD or Settlement Statement.
- xxi. Wire Fraud Advisory Form.
- xxii. Complete Wire Fraud Avoidance Protocol prior to Closing.
- xxiii. Using an outdated form/contract after having been informed by the Company or C.A.R. to switch to the new or revised form/contract.
- xxiv. Writing the contract on the correct C.A.R. Purchase Agreement.
- xxv. Use any other form, disclosure or procedure required by Company Policy and/or State, Federal and local law, including those items, guidance, procedures and education provided through Company Sales meetings and/or in the company's monthly Newsletter "Inside Select".
- xxvi. Provide any and all additional inspections, disclosures, addendums, waivers and releases requested by the Transaction Coordinator or through the file review process

The increased deductible shall only apply if the action against the Associate and the Company involves the specific item or items in question that the Associate did not do, complete or comply with.

An agent who frequently and/or consistently is unable to obtain a "Liability Sign off" due to the condition of their paperwork or transaction management may be required by the Company to use the services of the Transaction Coordinator.

- 6. Should the Company purchase an Insurance Policy with a deductible higher than \$10,000, any additional deductible expenses shall be the sole responsibility of the Company "Insurance Fund", except for those transactions covered by 7, 9, and 10.

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**SELECT REAL ESTATE**

## Errors & Omissions Agreement

The following clause (**#7, Increased Deductible**) shall be waived in its entirety provided that an Associate turn in a complete, accurate file and receives management or Company Transaction Coordinator approval on the transaction at least 48 hours prior to close of escrow.

7. Should the "Gross Commission" received exceed \$15,000, the Associate's deductible obligation shall be increased to an amount equal to the total of the "Commission" received on the transaction. This shall apply to all transactions in which the commission received exceeds \$15,000 and shall also include all agent "Double-ENDER" transactions. The formula for sharing the increased deductible between the Associate and the "Insurance Fund" shall be the Agent's commission split in effect at the time the transaction occurred. This provision is designed to prevent an Associate from ever making a decision that they will complete a sale with a large commission knowing, or reasonably should have known, that they have a problem and that they will close the transaction anyway because the commission is larger than the deductible. This can ruin an Insurance Program for everyone by raising premiums or making the Company uninsurable.
  - a. EXAMPLE – A \$600,000 sale at 3% equals \$18,000 total "Gross Commission". The Associate's "Net Commission" after a 70/30 split would be \$12,600.
    - i. The Associate's share of the deductible would be equal to their commission earned of \$12,600. Therefore, the maximum agent share would be \$12,600 instead of the standard deductible.

The effect of this is that an agent will not be liable for an amount larger than the commission they have earned even if the file was not reviewed and approved prior to closing except as defined in clause 10 and 11.

8. Should the property transaction on which the claim is being made involve two Company Associates, a separate deductible shall apply to each Associate unless one Associate is clearly, without question, solely responsible for causing the claim. It is not possible for one Associate to obtain a "Liability Signoff" without the file being complete as it is the duty of both Associates to ensure that the contract is properly prepared on the correct forms and complete, that all tests and clauses are performed, and that all required "Disclosure and Release of Liability" forms are prepared and signed prior to closing. In the event it was not possible to avoid the claim or both Associates contributed to the problem by their actions or inactions then again, a separate deductible will apply to each Associate as noted above.
9. Any amount of loss paid, in the absence of fraud or on an excluded item, to settle a claim or pay a judgment in excess of the deductible shall be paid by the Company either out of the "Insurance Fund", the Company's general funds, or an Insurance Policy obtained by the Company.
10. It is understood and expressly agreed that Errors and Omissions policies exclude some items, including, but not limited to, sale of agent owned properties, intentional misrepresentation/fraud,

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**SELECT REAL ESTATE**

## Errors & Omissions Agreement

personal injury, claims based on damage to health, discrimination, and some matters relating to toxic problems, including mold. However, all items excluded by the Errors and Omissions Policy that the Company has in force as previously defined will still be covered by the "Fund" and the Company as follows:

- a. Should an Associate commit or be found guilty of intentional misrepresentation or fraud, the Associate shall pay 100% of the cost of the Company's legal defense and the entire expense of any judgment or settlement. The agent shall also indemnify, defend and hold the company harmless from any and all claims and liability involving agent's intentional misrepresentation or fraud. The Company shall retain its right to decide to settle or defend any such claim. An Associate committing intentional misrepresentation or fraud will be subject to disciplinary action up to and including termination.
- b. Should an Associate commit or be found guilty of intentional discrimination or violation of Fair Housing Laws, the Associate shall pay 100% of the cost of the Company's legal defense and the entire expense of any judgment or settlement. The agent shall also indemnify, defend and hold the company harmless from any and all claims and liability involving agent's intentional discrimination or violation of Fair Housing Laws. The Company shall retain its right to decide to settle or defend any such claim. An Associate committing intentional discrimination or violation of Fair Housing Laws will be subject to disciplinary action up to and including termination.
- c. For any claim involving the sale of property owned or controlled by an Associate, the Associate shall pay 100% of the cost of the Company's legal defense and the entire expense of any judgment or settlement. The agent shall also indemnify, defend and hold the company harmless from any and all claims and liability involving the sale of property owned or controlled by an Associate. The Company shall retain its right to decide to settle or defend any such claim. An Associate committing intentional misrepresentation or fraud will be subject to disciplinary action up to and including termination.

NOTE: Agents are prohibited from representing themselves as a principal and representing a client in the same transaction. It is simply not possible to discharge our fiduciary duty to a client if the same agent is the principle on the other side of a transaction. Therefore, if you develop a buyer for your own property, or wish to buy your own listing, you must refer the client to another agent within The Select Group. You may request up to a 40% referral fee, but the other agent will be required to fully and completely act as the agent for the client.

- d. For all other claims involving otherwise excluded items, the limit of liability of the "Fund" and the Company shall be to pay the pro-rata share of the \$10,000 deductible or as defined in 10 and 11 above plus an additional \$50,000. The Company shall retain its right and authority to decide to settle any such claim.
11. Should a claim or suit exceed the Policy limits, then on all items normally covered by the Insurance Policy and "Insurance Fund" and/or the limit of \$50,000 on items not covered, the Company and the Agent shall share in any excess loss above the limits described herein on a 50/50 basis.



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**SELECT REAL ESTATE**

## Errors & Omissions Agreement

12. It is understood and expressly agreed that the liability of an Associate to share in the expense of a suit, settlement or deductible shall not terminate upon an Associate leaving the Company but shall continue if the Company remains potentially liable for any actions or transactions of the Associate. The Associate further agrees that this agreement shall be binding upon their heirs, executors, administrators, successors and assigns.
13. It is understood and expressly agreed that the Company's responsibility to protect, defend and pay claims for an agent does not automatically continue after an agents' termination of affiliation, whether voluntary or involuntary, with the Company. However, upon termination, the Company will continue coverage under this agreement subject to the following conditions and modifications:
  - a. The provisions of this agreement relating to a shared deductible shall be valid only during an Associates' affiliation with the Company. Upon termination of affiliation with the Company the Associates' share of the deductible that will apply to a claim shall be the greater of \$10,000 or that deductible defined in paragraphs 7, 10 and 11 of this agreement.
  - b. Any provision for coverage after termination is conditioned upon the Associate providing full assistance and cooperation in responding to and defending the Associate and the Company from any claim or lawsuit.
  - c. The Company, at its sole discretion may elect to waive the deductible for an agent who has retired from the Real Estate Business or on an individual claim. The Company's decision to waive this provision for one or more individuals or claims shall not be construed as an obligation to take the same action for any additional claim or individual.
14. It is understood and expressly agreed that the decision to negotiate, settle or defend a lawsuit or threatened lawsuit shall be at the sole discretion of the Company.
15. Each Associate shall, at the earliest possible time, inform management of any item that an Associate believes may, or is likely to, lead to a claim. This shall apply no matter how small the Item may seem.
16. In any action, proceeding or arbitration arising out of this agreement the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

**The undersigned Associate and CENTURY 21 Select Real Estate/Cornerstone Realty do hereby agree to the foregoing Errors and Omissions Insurance Agreement.**

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Sales Associate

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Date

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Branch Manager

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Date



**COLDWELL BANKER**  
**SELECT REAL ESTATE**

## EMERGENCY CONTACT INFORMATION

In the event of an emergency, the information you provide will be used by Select Group to contact any of the listed persons below on your behalf.

PERSONAL CONTACT INFO			
Name:		Date:	
Company:		Location:	
Cell Phone:			
PRIMARY EMERGENCY CONTACT			
Name:			
Relationship:			
Address:			
Home Phone:			
Cell Phone:			
Work Phone:			
Email:			
SECONDARY EMERGENCY CONTACT			
Name:			
Relationship:			
Address:			
Home Phone:			
Cell Phone:			
Work Phone:			
Email:			



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## W9 FORM

PRINT: W9 FORM \_\_\_\_\_

@ Admins /Managers:

Please print the FORM associated with the year the contract is  
dated.

Initials\_\_\_\_\_





## COLDWELL BANKER SELECT REAL ESTATE

437 Century Park Drive, Suite B  
Yuba City, CA 95991  
530.237.1838

### Credit Card Recurring Payment Authorization Form

Schedule your payments to be automatically charged to your credit card. Just complete and sign this form to get started!

#### Recurring Payments Will Make Your Life Easier:

- It's convenient (saving you time and postage)
- Your payment is always on time (even if you're out of town), eliminating late charges

#### Here's How Recurring Payments Work:

You authorize regularly scheduled charges to your Visa, MasterCard, American Express or Discover card. You will be charged each billing period for the total amount of office fees due for that period. The charge will appear on your credit card statement. Expenses charged to your credit card will include charges as agreed to in Exhibit B/B-1 of the Compensation Agreement.

---

#### Please complete the information below:

I \_\_\_\_\_ authorize Select Group Real Estate Services to charge my credit card  
(full name)

indicated below on or around the 10th of each month for payment of my office fees.

Billing Address \_\_\_\_\_ Phone# \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Email \_\_\_\_\_

Account Type: ☐ Visa ☐ MasterCard ☐ Amex ☐ Discover

Cardholder Name \_\_\_\_\_

Account Number \_\_\_\_\_

Expiration Date \_\_\_\_\_

CVV (3 digit number on back of Visa/MC, 4 digits on front of AMEX) \_\_\_\_\_

I authorize the above named business to charge the credit card indicated in this authorization form according to the terms outlined above. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify the business in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. This payment authorization is for the type of bill indicated above. I certify that I am an authorized user of this credit card and that I will not dispute the scheduled payments with my credit card company provided the transactions correspond to the terms indicated in this authorization form.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_



## Just Listed / Just Sold Postcard Program

### Credit Card Payment Authorization Form

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#### Please complete the information below:

I \_\_\_\_\_ authorize Select Group Real Estate Services to charge my credit card  
(Full Name)

indicated below for the production and mailing of Just Listed or Just Sold post cards each time I take a listing or close an Escrow. Administrative team will produce the postcard and I agree to review and approve the proof within 24 hours. I understand, I only need to respond if the proof requires correction. In the event I do not respond, I authorize them to order and mail the cards on my behalf.

I understand this program is automatic each time I take a listing or make a sale, unless I indicate I do not want cards on that particular listing or sale. I will indicate this decision on each listing or escrow form.

When you order a minimum of 100 post cards, on a listing or closing, the company will pay ½ the cost of the first 100 post cards. You must order a minimum of 100 cards to receive this incentive.

Billing Address \_\_\_\_\_ Phone# \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Email \_\_\_\_\_

Account Type: ☐ Visa ☐ MasterCard ☐ Amex ☐ Discover

Cardholder Name \_\_\_\_\_

Account Number \_\_\_\_\_

Expiration Date \_\_\_\_\_

CVV (3-digit number on back of Visa/MC, 4 digits on front of AMEX) \_\_\_\_\_

☐ I do not wish to participate. Reason \_\_\_\_\_

I authorize the above-named business to charge the credit card indicated in this authorization form according to the terms outlined above. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day.

This payment authorization is for the type of bill indicated above. I certify that I am an authorized user of this credit card and that I will not dispute the scheduled payments with my credit card company provided the transactions correspond to the terms indicated in this authorization form.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



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## GLOBAL CONFERENCE SAVINGS PLAN

For every closing between now and the Global Conference for your Brand, if an agent contributes \$50 of their closing towards the conference costs, the company will match dollar for dollar up to 10 closings or \$500. This fund may be used for a future conference in the event an agent is unable to attend the current year's conference. Dollars contributed by the company must be used for travel, lodgings and registration (if a badge is not earned) for the conference.

Once an agent has drawn their fund and the company match and has attended their annual conference, they may start the program over for the next year.

OPTIONS: (please check one)

This year only (\_\_\_\_\_ year)

Automatically renew annually for each year that I have attended the conference

I authorize the deduction of \$50.00 from each of my closings up to the maximum of 10.

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Branch Location



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### Real Estate License Registration

New & Experienced Agents must have their license assigned to the company with the  
Department of Real Estate.

Log into eLicensing, print (1) color copy to send to [HR@SelectGroupRe.com](mailto:HR@SelectGroupRe.com)



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## Drivers License & Social Security Card

Please make a copy of both items in the coordinating boxes below:  
(1) Current State Issued Drivers License and (2) Social Security Card

COPY OF CURRENT DRIVERS LICENSE

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COPY OF SOCIAL SECURITY CARD

# CORE VALUES

**Constant and never-ending improvement.**

**Positive and inspiring.**

**Honesty without compromise.**

**We are accountable**

**We have fun.**

## MISSION STATEMENT

To create opportunities throughout our entire organization and provide an unmatched, exceptional customer experience.

### CRITICAL SUCCESS FACTORS

1. Outstanding customer experience
2. A great culture through our core values
3. Empowerment of our employees
4. Develop our people into our next leaders
5. Effective financial management
6. A scalable and reliable infrastructure
7. Grow our business by 20% per year
8. Execute 100% of the time

### KEY PHILOSOPHIC TENETS

Teamwork  
Embrace Change  
Exceed Expectations  
Whatever-it-take Attitude  
Build Scalable Systems  
Appreciate & Recognize  
Practice Open Communication  
Built to Last  
Maintain Self-Reliance Through Profitability  
Be Progressive & Innovative

The Select Group has established a set of Core Values. These values are to be embraced by everyone in our company. By signing below you are acknowledging that you have read and understand this set of core values and will to the best of your ability incorporate them in your daily life & business relationships.

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_



**COLDWELL BANKER**  
**SELECT REAL ESTATE**

## Select Group Office Policy COLDWELL BANKER

The Select Group of Companies is an independent real estate company operating under the International brand name of COLDWELL BANKER. Offices in California include but are not limited to:

COLDWELL BANKER Select Real Estate

We must all endeavor to conduct our business in the highest level of professionalism in accordance with the standards expected by the International Headquarters of COLDWELL BANKER Real Estate Corporations and by the Code of Ethics of the National Association of REALTORS®, the Nevada Association of REALTORS®, the Nevada Bureau of Real Estate, and "The Golden Rule."

You are welcomed into this organization with the sincere hope that this policy and procedures manual will be the basis of a pleasant and mutually profitable association.

The Select Group of Companies  
DANIEL C. JACUZZI, PRESIDENT

### I. General Policy

The Select Group is committed to providing quality service. It is the policy of this company to strive to conduct ourselves, at all times, in the highest ethical, professional, and competent manner when dealing with our clients, associates, and employees of this firm, other REALTORS®, and other professionals.

The purposes of this policy and procedure manual are to:

- Establish a uniform system of daily conduct by and between us when dealing with each other, other members of the company, our clients, and members of the public;
- Provide you with policies and guidelines to help avoid disputes with and liability to others;
- Provide an orderly system of conflict resolution.

Your supervising Branch Manager is available to answer questions you may have regarding the policies set forth in this manual. Your failure to comply with all company policies and procedures may result in your termination from this firm.

The Select Group reserves the right to modify, amend, and/or change policy as it deems necessary with advance notice. Any modification will be in writing, signed by the President, and delivered to the agents for review and acknowledgment by e-mail or in print not less than 7 days before the effective date. No oral statements or representations can in any way change or alter the provisions in this manual. *Where there are inconsistencies between stipulations of policy contained in this manual and contract provisions, the contract will supersede the policy.*

The following items are incorporated into this manual by this reference whether or not the items are attached:

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## **COLDWELL BANKER**

### **SELECT REAL ESTATE**

### **Select Group Office Policy**

#### **COLDWELL BANKER**

- Nevada Real Estate Law;
- The Bylaws, Rules and Regulations of the national, state, and local Associations of REALTORS® of which this company is a member, including the REALTOR® Code of Ethics;
- The Bylaws, Rules and Regulations of the Multiple Listing Service(s) of which this company is a member.
- Department of Real Estate Guidelines for Unlicensed Assistants.

### **II. The Broker / Associate Relationship**

#### **Part 1 of 2**

#### **A. THE OFFICE**

The office in which you are working is a branch office of a corporation licensed by the Bureau of Real Estate under the name COLDWELL BANKER Select Real Estate, Inc., doing business as COLDWELL BANKER Select Real Estate, Inc., all COLDWELL BANKER franchises. These brokerages are members of the National Association of REALTORS® in California. As an associate of the Select Group you are required to maintain membership in the Association of REALTORS® appropriate to your Branch Office, and by extension, with the national and state organizations.

#### **B. VALID REAL ESTATE LICENSE**

You must maintain a valid California real estate broker or salesperson license while associated with this company. If your license expires, until it is renewed, you may not engage in any activities on behalf of the company that would require a real estate license. If your license is not renewed within thirty days after it lapses, or if it is suspended or revoked by the Bureau of Real Estate, your association with this company will be immediately terminated.

#### **C. INDEPENDENT CONTRACTOR / EMPLOYEE STATUS**

You are associated with this company as an Independent Contractor. Consequently, the Broker does NOT withhold federal or state income taxes, Unemployment Disability Insurance Tax or Social Security from your compensation. The Broker does provide Worker's Compensation Insurance for you in California.

#### **D. TERM**

You are associated with this company for an unspecified term. You may terminate the association at any time, for any reason, with or without cause or advance notice. The Broker may terminate the association without cause with 24-hours' notice. You are advised, however, that the protection of the public, or any violation of ethical or statutory standards, will be considered cause for immediate termination.

Conviction of any illegal, dishonest, or unethical act, or any violation of the following is cause for immediate termination of your association:

- the policies in this manual;
- the terms of any Broker-Associate Licensee Contract;
- the Real Estate License Law;
- The REALTOR® Code of Ethics

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**COLDWELL BANKER**  
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#### **E. CONDUCT**

1. The conduct of one individual can speak for many. It is the responsibility of each person to conduct himself or herself in a manner which in no way will reflect poorly on The Select Group of Companies or its associates.
2. Personnel should never make disparaging remarks to anyone regarding The Select Group of Companies and others, or as to the competency of others engaged in similar activities.
3. Personnel shall adhere to the policies and ethics of the local real estate board, the Nevada Real Estate Association, and the National Association of REALTORS®.
4. The purpose of maintaining a real estate office is to provide a meeting place for agents and clients in a quiet, businesslike environment in which to work. While our work should be an enjoyable part of our lives, all conversations, business and personal, should be kept low in volume out of respect to others' need for concentration and general business decorum.

#### **F. COMPENSATION**

##### **1. Fees and Commissions**

All fees and commissions are the property of and payable to the Company.

You will be paid out of the fees and commissions earned by you, and for which you are the procuring cause, based on the terms of your Broker or Associate Licensee Contract and Compensation Schedule. Payment to you is conditioned upon actual receipt of the compensation by the Company.

Payment is further conditioned upon review of your file by the Broker/Broker Designee and the file being deemed by him/her to be complete.

Fees for services collected (paid by a principal) in a real estate transaction are considered "commission income" per DRE standards (including "transaction coordinator" fees, "administration" fees, "Broker Price Opinion" fees, etc. As such, additional fees as may be charged through escrow, payable to an agent, must be included in the agent's gross commission amount, which is subject to franchise fees and broker/agent split. If an agent is collecting an additional fee for a Select Group Service (such as "transaction coordinator" services), the agent or transaction coordinator should direct escrow to issue a separate check payable to the company. If not collected separately, the amount stipulated will be deducted from the agent's portion of the commission.

##### **2. Teams**

The Select Group Program recognizes Individual and Team performances as separate ranking categories. The definition of a Team is any licensee assisted by one or more people doing non-clerical real estate functions. The choice an associate licensee makes concerning his or her business practices determines whether he or she is considered an Individual or a Team member.

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All producers doing business as a Team, by definition cited, must enroll as a Team. Team Producer Enrollment forms are required documentation where such relationships exist. Individuals who meet the definition of a Team but do not enroll as a Team are not eligible for the International awards program.

#### 3. Monthly Advances/Draws

It is the Company's policy to NOT pay monthly advances or draws to our associates.

#### 4. Deductions

All expenses of any kind incurred by the Company on your behalf that you owe the Company but have not paid **within 15 days of being billed**, will be deducted **automatically** from your portion of commissions.

#### 5. Compensation Disputes

If a dispute of any kind involving the compensation including, among other things, payment of the compensation, the amount of the compensation, or the party(ies) entitled to the compensation, exists between or among any of the following: you and the Company, another Broker, principal(s), or any other party involved in a transaction, the compensation will be held by the Company until the dispute is resolved. You agree the Company will incur no liability for withholding payment until all disputes are fully resolved. **In the event a suit or other action is required to collect a commission, the cost of the suit or action will be deducted from the commission prior to payment.**

#### 6. Termination

##### a. Company Reimbursements

Upon termination of your association with this company for any reason by either party, expenses incurred by the Company on your behalf, including all fees and debts that you owe but have not paid, will become immediately due and payable. Such accounts will be deducted in full out of any and all commissions which are payable to you after termination. The Company will still have the right to bring legal action against you to recover any unpaid amounts.

##### b. Inventory

Upon termination from this company by either party, you must provide the Company with a list of all active listings taken by you and all pending transactions. Within 24 hours after notice of termination from this company by either party, you must provide the Company with all documentation related to transactions.

##### c. Post-Termination Closings

At the time of termination, if you have any current listings or pending transactions that require further attention, the Company may, at its discretion, allow you to complete the work related to some or all of those files, make arrangements with another associate-licensee to

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perform required work on one or another file, or the Broker or manager may perform the work himself or herself. If another licensee broker or manager performs work, he/she shall be reasonably compensated, and such reasonable compensation shall be deducted from your portion of commissions. Upon termination, your transactions must be placed with the transaction coordinator if not already placed, **and the standard transaction coordinator fees will be deducted from commissions payable.**

If you are permitted to complete work on current listings or pending transactions after termination, you will be required to close all sales related to those files on the commission split basis in effect at the time of termination, except in no event will the Company receive less than 20% of the commission due.

d. **Non-Solicitation Agreement**

You agree not to sell, market to, or otherwise solicit or encourage any clients of any Select Group Office particularly sellers with whom the Company presently holds listing agreements, to terminate their relations or contracts with the Company for a period of one (1) year after your termination of association. **This clause is not intended to, and does not restrict your activities with your own "closed" client base or those people within your personal "Sphere of Influence".** You are completely free to contact your own past clients and potential clients within your personal Sphere of Influence. This clause is designed to preclude you from soliciting the clients and listings of other agents within the Select Group for a period of one (1) year from your termination date and those clients that were given to you by the Select Business Development Group.

## II. The Broker / Associate Relationship

### Part 2 of 2

I. **PROHIBITION AGAINST FINDER'S FEES (CAR, 8/97)**

The Select Group cautions its associate-licensees against paying "Finder's Fees."

A "Finder's Fee" paid to a non-licensed individual for the "referral" of a client or customer should not be confused with a traditional "Referral Fee". The latter is compensation for services requiring a real estate license paid to an agent or broker by a broker. The Broker may not lawfully pay a finder's fee, payable to a non-licensed individual.

As to a "Finder's Fee" being paid personally by an agent to a homeowner or other non-licensed person who refers the name of a seller or buyer; both state and federal law must be considered. Under California law, a licensee may pay such a fee to a non-licensee if the non-licensee merely provides an introduction of a principal to the licensee. However, if the non-licensee is involved in more than the mere introduction of the parties and actually participates in the negotiations of the transaction, then such a fee would constitute an unlawful payment of a commission to a non-licensee. On the other hand, even if a finder's fee to a non-licensee is

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permitted under state law, it is still unlawful if it violates federal law.

The federal law that regulates finder's fees is RESPA (Real Estate Settlement Procedures Act). RESPA generally prohibits finder's fees to unlicensed persons, paid pursuant to an oral or written agreement, in connection with a sale of one-to-four residential units involving federally related mortgage loans, unless services are actually rendered. Since "federally related mortgage loan" is defined as any first trust deed on a one-to-four-unit residential property made by a lender with any connection to the federal government or any private creditor who loans more than \$1,000,000 in a calendar year, RESPA applies to virtually all one-to-four unit sales where a new first loan is taken out by the buyer.

In summary, if the transaction that results from a non-licensee referral is a sale of residential one-to-four-unit property where the buyer obtains a new first trust deed loan from an institution or large private lender, unless the non-licensee to whom you've agreed to pay a finder's fee has a real estate license, your payment of such a fee would be unlawful.

### J. PROHIBITION AGAINST "KICKBACKS" AND UNEARNED FEES"

RESPA regulations prohibit payment or acceptance by settlement service providers involved in a federally related mortgage loan (virtually any mortgage by an institutional lender) of any "referral fee," "split of charges," or "thing of value" other than direct payment for actual services performed and disclosed.

Agents may not accept a fee or thing of value in exchange for referring business to a lender, title representative, insurance representative, etc. In order that the payment or receipt of a thing of value not violate RESPA rules, IT MUST BE ALL OF THE FOLLOWING:

- A service provider's normal (offered all agents/offices) promotional service or activity; and
- Not conditioned on the referral of business; and
- Not a defraying of expenses that otherwise would be incurred by the "referrer."

### K. TAX REPORTING

At the end of each calendar year, or as soon after as possible, the Company will provide you with an Internal Revenue Service form 1099 setting forth compensation paid to you.

Your income earned and expenses incurred during the year may have significant tax consequences. You are encouraged to keep accurate records of earnings and expenses. You are also encouraged to get tax advice regarding these matters.

### L. INSURANCE

#### 1. Automobile Insurance

You must have automobile insurance. You are required to maintain on file proof of current insurance with minimum liability/property damage coverage of \$200,000/\$500,000. Additionally, your policy must name the Company as an additional insured party/interested party with corporate address shown as follows.

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Choose from the list below that identifies best with your brand and location:

COLDWELL BANKER Select Real Estate, Inc.  
1170 South Rock Blvd, Suite 2  
Reno, NV 89509

### 2. General Liability Insurance; Personal Property Insurance

While this company maintains a general liability policy, an agent's personal property is not covered by company insurance. You are cautioned to make provision for coverage of any personal property kept or left on company premises (computers, cell phones, etc.) under your own homeowner or personal property insurance.

Secure your desk at the end of the day or when called away from your work area for an extended length of time and do not leave valuable and/or personal articles accessible in or around your workstation.

### M. PROPRIETARY INFORMATION/CONFIDENTIALITY

You agree that you will not furnish to any person, business, real estate brokerage or any other entity presently existing, or to be formed in the future, any information regarding the Company's clients, customers, properties, prices, or terms of negotiations including the Company's policies and relationships with clients, customers or other business relations and/or business. Nor will you release to others agent/office rosters or other internal documents.

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You agree not to remove from the company any of the following:

- any files
- maps, books, publications
- records
- prospect or client lists
- sales plans
- programs
- brochures, manuals, training materials
- forms
- listing and sales materials provided by the Company, or
- any other materials, files, records, or data.

Any such items in your possession will be returned to the Company within 24 hours after your termination. You expressly agree that all such items are the property of the Company and you will not use these materials in connection with any real estate business carried on by you, either alone or with other individuals or entities. The Company agrees that you are entitled, at your own expense, to photocopies of any records and files in which you have a bona fide personal, legal, or economic interest; and you may access such files only for such purposes upon reasonable notice, during the office's scheduled business hours.

#### **N. PERSONAL ASSISTANTS**

Any assistant (licensed or unlicensed) you requested to hire must be approved by the company and go through our standard background check in addition they must also abide by Bureau of Real Estate Guidelines and by those set forth by Select Group, as may be appropriate (see your Branch Manager for definitive policy). A 1) Broker/Associate-Licensee/Assistant Three-Party Agreement, 2) Personal Assistant Contract (Between Associate-Licensee and Licensed or Unlicensed Assistant), and 3) "Guidelines for Unlicensed Assistants" published by the BRE, are to be used in formalizing associations. While the Company is not obligated to allocate space for an agent's personal assistant, accommodation will be made where possible, for a charge to the agent. The Company reserves the right to terminate any assistant or otherwise prohibit him/her from entering the office for any reason, at any time. All personal assistance will be employees of the Select Group with all employee payroll and employer expenses billed to the agent monthly. All payroll billing must be paid by the agent employing the assistants within 10 days of receipt or the employee will be laid off.

#### **O. TRANSACTION COORDINATORS**

This company may employ a transaction coordinator who:

- Reviews all agreements and documents for completeness and full execution by parties;
- Monitors compliance with contractual requirements;
- Interfaces with outside affiliates such as lenders, mortgage brokers, and inspection companies, professional reporting companies, escrow, and title companies.
- Reports deficiencies, delinquencies or problems to the licensee or Broker.

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The transaction coordinator may be required to be used in your transaction in which event you will be assessed a per transaction fee (which may be required paid whether or not escrow closes on the transaction).

#### P. RISK REDUCTION

You are strenuously urged to attend all legal update and contract review seminars offered by the company. Consult the Select Success Education Schedule.

### III. General Company Procedure

#### A. COMPANY HOURS; HOLIDAYS

##### 1. Business Hours

- a. All offices will be open 7 days a week.
- b. Administrative support will be covering the front desk not less than 5 days per week in each office. **(Additional days may be added at the Company's discretion).**
- c. Holidays will be observed in conformance with the following holiday schedule: Christmas, New Years, Easter, Fourth of July, and Thanksgiving. On these days the office will be closed entirely. The office will be open for business on all other days although administrative support may have the day off.

#### B. AFTER HOURS AND USING OTHER OFFICES

Although no administrative support staff will be provided except as set forth above, you are encouraged to use the office whenever necessary for client meetings and your general real estate business. **You may also use any office within the "Select Group" as needed to serve your clients. Please contact the office manager or administrative support to let them know you are coming or to make arrangements for after hour access.** You are reminded to exercise reasonable caution and care at all times when using the office and meeting clients. You are further cautioned to be mindful of the danger inherent in working alone in the night or early morning hours. Be aware of persons loitering in parking areas, walkways, entrances/exits and service areas. Report any suspicious persons or activities to security, **or the appropriate law enforcement agency.** Please report any dangerous circumstances notices around the offices, i.e., exterior lights out, broken windows, etc.

#### C. BROKER-SUPPLIED ITEMS

##### 1. Work Space

You will be provided with working space in the office. You are responsible for keeping your work area neat and orderly

##### 2. Private Conference Rooms / Area

There are private conference rooms available for your use. They are available generally on a first come, first served basis, although you may make provision to reserve a conference room to ensure

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availability by contacting administrative support. Please be considerate of others; reserve no more time than you reasonably need. When you finish, leave the meeting space clean and orderly.

3. **Telephone, Office Equipment and Additional Items**

Personal calls should be limited to those of an urgent or necessary nature.

4. Branch Office computers are available on a first come, first served basis. Please be considerate of others and limit your time.

5. **Company property.**

Desks, file cabinets, supply cabinets, and all other applicable furniture, as well as electronic communication media and equipment, are company property and must be maintained according to company rules and regulations. These items must be kept clean and are to be used only for work-related purposes. The Select Group reserves the right to inspect all company property to ensure compliance with its rules and regulations, without notice to the agent and/or in the agent's absence.

Prior authorization must be obtained before any company property may be removed from the premises.

The equipment and supplies provided by the Company are for your business use. You are not permitted to use these items for your personal use without the Company's **or Branch Manager's** prior consent.

An agent whose association with the company is terminated should remove any personal items at the time of departure. Personal items left in the workplace by former agents are subject to disposal if not claimed at the time of termination.

Voice mail and/or electronic mail (e-mail) are to be used **primarily** for business purposes only, **reasonable personal use is allowed**. While the Select Group respects an agent's privacy, it reserves the right to listen to voice mail messages and to access e-mail messages to however **investigate potential or actual agent misconduct**, without notice to the agent and/or in the agent's absence.

It may be necessary to assign and/or change "passwords" and personal codes for the voice mail, e-mail, computer, etc. As this equipment is the property of the Select Group and is to be used for company business, the Select Group may keep a record of all passwords/codes used and/or may be able to override any such password system.

You are not permitted to access the electronic communications of other agents or third parties unless given permission to do so by the other agent or third party or by company management.

Access to the Internet, websites and other types of company-paid computer access are to be used for company-related business only. Any information about the Select Group, its products or services, or

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other types of information that will appear in the electronic media about the Select Group of Companies will need management approval before being placed on an electronic information source.

### 6. **Parking**

Parking is available on a first come, first served basis. Associates are not permitted to park in those spaces designated for use by handicapped or as may be reserved for other building tenants. The Select Group of Companies may assign parking areas for employees and/or limit parking in spaces reserved for customers. As a general rule, you are asked to avoid parking directly in front of the office unless with a customer or client.

### 7. **For Sale Signs**

Standard company (COLDWELL BANKER Select Real Estate, COLDWELL BANKER Jacuzzi Lydon Real Estate, COLDWELL BANKER Cornerstone Realty) "For Sale" signs and posts are provided for your use. You may order personalized, **special purpose signs, i.e. subdivision and development land**, with Branch Manager approval, produced at agent's expense.

**BE AWARE:** Several communities, municipalities, and housing developments have strict guidelines, rules, and ordinances regarding the size and placement of signs. You must determine whether or not the Company's sign and its placement will conform to these requirements BEFORE you direct an installation. Additionally, you must see to it that the sign is removed immediately once the property goes off market. For our purposes, "off market" means any closed sale, lease, rent, listing expiration, cancellation or withdrawal by the seller, or any other event that will preclude further marketing of the property for the owner. You may be charged for sign panels and/or posts that have been lost or stolen resulting from failure to request removal of the sign from off market properties.

If using standard company signs, you are encouraged to obtain a supply of "sign riders" with your name and direct phone number and company website address to place on the sign. As with the sign itself, check to be sure a "rider" conforms to any size rules as noted above.

### 8. **Personalized Marketing Material; Advertising**

Printed and verbal marketing content must be approved by your Branch Manager to ensure compliance with all rules and regulations with which the Company must comply, including COLDWELL BANKER Systems and identity guidelines, DRE and Association(s) of REALTORS® requirements, etc. as pertain to business cards, stationery, advertising (print, radio, television) and signs.

### 9. **MLS Services**

The Broker is the primary member of the appropriate Association(s) of REALTORS®, and the Multiple Listing Services of those Associations. As an associate with this company, you are required to join the appropriate Association of REALTORS® for your Branch service area. The MLS provides "on line" computer access to a variety of services and information, including listings contained in the MLS. The Broker provides computer access to the MLS.

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As a member of any Association of REALTORS® and MLS, you are required to adhere to the organization's rules and regulations, copies of which are provided each member by the Association. If you fail to comply with those rules and regulations, or fail to pay your Association/MLS bills when due, you and/or the Broker may be fined, suspended or expelled, and your listings may be removed from the MLS. You will be responsible for payment of any and all fines levied against your and/or the Broker resulting from your noncompliance. Furthermore, noncompliance may result in your termination from this company.

#### **D. OFFICE MEETINGS**

The Branch Manager will hold regular office meetings. You are encouraged to attend office meetings to stay informed of new listings, legal updates, and other valuable information not only regarding real estate practices, but also company procedures for which information you will be responsible.

#### **E. CARAVANS - OFFICE TOURS**

There may be a caravan of selected listed properties. Inquire of the Branch Manager the procedure for including your property on caravan.

#### **F. SMOKING POLICY**

Smoking is not permitted in any enclosed area of the facility or within 50 feet of any entrance to the office.

#### **G. ALCOHOLIC BEVERAGES**

Use of alcoholic beverages is not permitted in the office without the Company's prior consent. Serving alcoholic beverages at open houses, during caravans, and any other time when you are conducting business for this company is prohibited. Use good judgment. NEVER DRINK AND DRIVE.

#### **H. DRUG AND SUBSTANCE ABUSE**

Possession, use, sale or being under the influence of legal or illegal drugs on or off company premises while conducting Brokerage business is prohibited. Working while impaired by legal/prescription drugs is also prohibited.

### **IV. Workplace Health and Safety**

#### **Objective:**

The safety and health of all agents and employees is of primary importance in the operation of this real estate business. It is the intent of this company to comply fully with state and federal laws. To that end, the company has implemented an Injury and Illness Prevention program (IIPP). Its provisions provide for:

#### **1. Identification of Persons with Authority and Responsibility to Implement the Program**

Daniel C. Jacuzzi, as President of the Select Group, will provide for the supervision, inspection and evaluation of your work environment and work practices.

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### 2. **Program to Identify, Evaluate and Inspect Occupational Safety and Health Hazards**

All Corporate and Branch Offices have been inspected upon completion of improvements for safety hazards and serious concealed dangers. As a matter, of course, your work environment is kept clean and washing facilities sanitary. There is provided adequate lighting, ventilation and comfortable ambient air temperature. Exits and stairways are clearly marked and kept free of obstructions. Alarm systems are properly maintained and tested. Fire extinguishers are recharged regularly. Emergency numbers are posted at reception areas. Should an unsafe or unhealthy condition be identified, correction will be timely. New or previously unrecognized hazards will be addressed immediately.

### 3. **Communicating on Occupational Health and Safety Matters**

You are asked to report (directly or anonymously) all unsafe work conditions or practices immediately to your Branch Manager and to Human Resources.

Reports of workplace hazards, injuries and other safety matters and suggestions will not result in reprisals.

Agents who fail to comply with safe and healthy work practices may result in disciplinary action and even termination.

### 4. **Record-Keeping**

Records of inspections, safety and health training will be kept for a period of three (3) years.

### 5. **Procedures to be Followed on Identification of Hazards**

When management has "actual knowledge of a serious concealed danger" in the workplace, the company will give written notification to the affected agents and/or employees and OSHA within fifteen (15) days of knowledge. However, if the concealed danger involved an imminent risk, rather than a future risk, of death or great bodily harm, then the notification will be immediate. Such notification will be unnecessary only if the hazard is abated or if OSHA and all exposed agents and employees are already aware of the danger.

### 6. **Emergency Action Plan**

#### General Evacuation Procedures:

- One person will be assigned to make the phone call to emergency personnel, e.g., fire department, police, medical.
- One person will direct emergency vehicles to the proper location and explain conditions.
- Emergency first aid will be administered until emergency personnel arrive.

#### Fire Control Procedures

- In case of fire, evacuate and assemble at a designated point for a head count.

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- Portable fire extinguishers, where present as required by the local fire department, may be employed by individuals trained in their use.
- Portable fire extinguishers shall be subjected to an annual maintenance check. (Stored pressure extinguishers do not require an internal examination.) The company shall record the annual maintenance date and retain this record for one (1) year after the last entry or the life of the shell, whichever is less. The record shall be available to the Fire Chief upon request.

### 7. Safety Training and Instruction

Periodically, training will be presented at Corporate and Branch Offices as may be available by local police departments regarding personal safety practices, by insurance carrier representatives as to safe and healthy work practices, by inspectors conversant with identification of hazardous substances such as asbestos, and other informational seminars, all of which agents are strongly urged to attend. Notwithstanding such training opportunities, the following "Code of Safe Practices" for workplace and off-site activities is to serve as a basic guideline for your safety.

#### Code of Safe Practices:

##### For Off-Site Activities

- Meet all prospective customers/clients unknown to you in the office; if uncomfortable with the individual(s) for any reason, do not leave the office; nothing requires you to establish a business relationship with persons whose manner or conduct is intimidating to you. Obtain a photo of your client and provide the copy to the administrative support.
- Be cautious in setting appointments to meet with customers/clients alone in vacant properties or in any secluded area. Women, most vulnerable to assault, should be especially cautious - consider working with a "buddy," carrying a cell phone, informing reception and/or Branch Manager of your planned activities; having a pre-arranged check-in time, etc.
- Be aware of neighborhood conditions that may impose a hazard or be distracting while traveling to the property (such as congested traffic, intersections, schools or industry in the area).
- Note treacherous conditions along unimproved roads, driveways or rights of way.
- Upon entering some premises, note steps down or up, swinging doors or lowered ceilings, etc. that might prove a hazard; watch for holes in yards.
- Be aware of unfriendly animals that may be a danger to strangers.
- Be aware of any hazardous items such as firearms, knives or other items of sport or skill that should be locked away.
- In setting up temporary flags and signs, ensure that they do not obstruct vision of motorists or pedestrians or block walkways or driveways.
- While driving, remember the following:
  - Ensure that all occupants of your vehicle wear seat belts and that small children are secured in a child restraint system, car seat, carrier, etc.

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- Take the time to familiarize yourself with your route to avoid sudden turns or lane switching.
  - Anticipate the impact of time delays and, if necessary, phone ahead to reschedule showings.
  - Be aware of the distractions caused by communications devices such as cell phones. If necessary, pull over and stop your vehicle to answer or to make calls.
  - Keep your vehicle full of gas and in proper running condition.
- Be alert. When you feel uncomfortable in a situation, get out.
- Dress conservatively
- Never turn your back on a prospect. Never show property alone at night, and never advertise property as vacant.
- Don't list your home phone number on your business card. Use a cell phone if you must sit at a property that doesn't have a phone.
- Never meet a prospect based on only a phone call. Always take your own car when showing property. Whenever you leave your car, lock it.
- Let potential buyers explore areas of a home on their own, with you following behind. Avoid going into the basement or confined areas with a prospect.
- Let your office know where and with who your appointments will be.
- Always meet first-time clients at your office. Ask a lot of questions and be a good listener.
- Keep on file at your local office, in a place accessible by others, your photograph, car model and license number, driver's license number, whom to contact in cases of emergency, and important medical information.
- Report any suspicious experiences to the police right away.
- Develop a coded distress signal with your office and your family. This will allow you to call the office or home with a seemingly harmless message that will alert others that something is wrong and you need help.
- You may want to let a prospect know that someone may be showing up at the property at any time. This might discourage a crime.

If you are suspicious, trust your instincts. Keep yourself between the prospect and the door.

Most importantly, remember that no sale is worth the risk of putting yourself in harm's way. Leave any circumstances immediately, call 911 if necessary, and notify the office.

#### For Workplace Activities

- Work areas should be maintained in a neat, orderly manner. All liquids should be kept away from electrical equipment that could be shorted out if the liquid is spilled. All spilled liquids should be wiped up immediately to avoid a potential slip and fall hazard.
- All electrical equipment should be plugged into appropriate wall receptacles or into an extension of only one cord of similar size and capacity. Three-pronged plugs should be used to ensure continuity of grounds.
- All cords running into walk areas must be taped down or inserted through rubber protectors to preclude them from becoming tripping hazards.

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- Storage of files and supplies should be in such a manner as to preclude injury to personnel; boxes should not be stored in walk areas.
- Electronic equipment such as computers and printers should have circuit protection.
- Cleaning solvents, flammable liquids and solutions that may be poisonous or not intended for consumption should be stored in appropriate, well-labeled containers.
- Fans used in work areas should be guarded.
- Desk drawers and filing cabinet drawers should be kept closed when not being accessed.

#### **V. Sexual Harassment**

##### **1. Commitment Statement**

The Select Group is committed to maintaining a workplace environment free from all forms of unlawful discrimination. In keeping with this commitment, The Select Group will abide by all federal and state laws prohibiting discrimination based on the sex of an agent or employee and discrimination based on sexual harassment. Sexual harassment is against the law and against The Select Group policy. Any employee or agent found to be responsible for sexual harassment will be in violation of this policy and will be subject to disciplinary action, including termination.

##### **2. Policy Discussion**

The purpose of this written policy statement is to familiarize you with the legal and moral parameters of harassment. Harassment is not only illegal; it creates a negative workplace and destroys professionalism. It is the legal right of every agent and employee to be able to work in a place that is free from discrimination and harassment. It is your duty to abide by this policy to avoid unnecessary legal and personal conflicts.

##### **3. Definition of Sexual Harassment**

The California Fair Employment and Housing Commission regulations define sexual harassment as unwanted sexual advances, requests for sexual favors, and other unwanted visual, verbal or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. It is not possible to identify each and every act that constitutes or may constitute sexual harassment. Sexual conduct and activities constitute sexual harassment when:

- a. Submission to sexual conduct is made as a condition of employment or as a condition of other benefits;
- b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual; or
- c. Such conduct affects or has the potential to affect an individual's work performance or creates an intimidating, hostile, or offensive working environment.

For the purpose of further clarification, sexual harassment includes but is not limited to:

- d. Sexually suggestive or obscene letters, notes, or invitations;

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- e. Sexually derogatory, offensive or vulgar language, comments, remarks, and questions. Sexual teasing, or gestures;
- f. Grabbing, cornering, patting or pinching, impeding or blocking movement;
- g. Sexually suggestive objects, such as pictures, cartoons, posters;
- h. Continuance of expressing sexual interest after being informed that the interest is unwelcome;
- i. Engaging in implicit or explicit coercive sexual behavior which is used to control, influence or affect the career, salary and/or work environment of another employee and/or agent;
- j. Engaging in harassment of an agent or employee due to his/her sexual orientation.

#### **4. How to Make a Complaint**

Any agent or employee who believes he or she has been unlawfully harassed by a co-worker, fellow agent, or member of management should promptly report the incident to his or her Branch Manager or, if it involves the Branch Manager, then to the Director of Human Resources and/ Company President. If the Director of Human Resources or Company President is the alleged harasser, an appropriate Company Manager will assume all of the duties described below. Access to these individuals would be through the Corporate Office, (530) 237-1871.

The Director of Human Resources or Company Manager, together with an additional team member of the opposite sex will promptly and thoroughly investigate all complaints of the unlawful harassment. Based on that investigation, they will recommend appropriate action. The investigation will be objective and complete. All those with pertinent information on the subject will be interviewed. As part of the investigation, complainants will be asked, but not required, to provide a written description of the behavior that led to the filing of the complaint. Upon completion of the investigation, a determination will be made, and the results will be communicated to the complainant, the alleged, and, as appropriate, to all other persons directly concerned.

If sexual harassment is proven, prompt and effective remedial action will be taken. This includes the following steps:

- a. Appropriate action will be taken against the harasser and communicated to the complainant.
- b. Steps will be taken to prevent any further harassment.
- c. Appropriate action will be taken to remedy the complainant's loss, if any.

#### **5. Non-Retaliation**

The Select Group's policy, as well as state and federal law, prohibit retaliation against any agent and/or employee who opposes sexual harassment or who has filed a complaint, testified, assisted or participated in any manner in an investigation of sexual harassment.

Any incidents of retaliation should be reported immediately to the Director of Human Resources for immediate action.

#### **6. False Claims**

Because The Select Group takes claims of sexual harassment very seriously, such claims can have significant

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effects on the affiliation or employment of the alleged harasser. Therefore, it is also a violation of this policy to knowingly make false accusations of harassment. If a complaint of harassment is found to be totally and completely without basis, appropriate measure may be taken against the complainant.

This should not discourage any agent and/or employee from making a complaint if he/she feels that he/she has been the victim of sexual harassment.

### 7. Additional Information

For more information, or to file a complaint in California, you may contact the Department of Fair Employment and Housing Communications Center in Sacramento at (800) 884-1684. Depending upon the nature of the complaint, you may be referred to the local District Company of Fair Employment and Housing at 350 West Ash Street, Suite 950, San Diego, California, 92101-3440; (916) 645-2681.

## VI. Sales Activities

### Part 1 of 4

#### A. SCOPE OF DUTIES

Your success as an associate is a team effort. The Broker, your Branch Manager, and the administrative support is committed to your success with the company and in the real estate industry. The Select Group will strive to always provide you with a pleasant and productive atmosphere, maintaining an office, administrative support, supplies and equipment as is reasonably necessary for the efficient operation of the Brokerage and your success. Your success and the company's success, however, also depend on you.

As an associate with this company, you are expected to conduct yourself at all times in a professional, businesslike manner.

- You are expected to maintain a minimum level of production based on the Broker-Associate Licensee Contract and the Broker's "Commission Schedule". The Broker will periodically review your production. Failure to meet minimum requirements may result in your termination.
- You are expected to be available in the office or by telephone during office's business hours and to return all calls within 24 hours after receipt unless other prior arrangements have been made. You will provide the Broker with your telephone number(s) through which you can be reached when not in the office.  
NOTE: You may designate that the number(s) should only be used in case of emergency.
- You are expected to maintain an automobile or have reasonable access to private transportation. It must be clean, properly maintained, and in safe operating condition.
- You are encouraged to support the other office associates by attending office meetings, tours (caravans) and open houses.
- You are encouraged to join and participate in professional organizations and civic groups, to market yourself, the brokerage, and your listings.

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### B. USING COMPANY NAME AND LOGO

You are encouraged to wear the appropriate name badge for your office (COLDWELL BANKER Select Real Estate) at all times when conducting business, particularly during floor time, open houses, office meetings, caravans, solicitations, and any other time you act on behalf of the company.

Additionally, the company's name and logo are registered trademarks of the COLDWELL BANKER system. Consult the Branch Manager as to logo guidelines to be followed whenever the company name is used.

### C. ADVERTISING REQUIREMENTS

#### 1. General

Advertising is one of the most important tools for success in real estate. However, it must be used carefully. As an associate and licensee, you have both a legal and ethical obligation to be truthful when advertising property or services. Legally, you may be held liable for fraud, intentional misrepresentation, or negligent misrepresentation if you make material false statements or material omissions in an advertisement. Additionally, you may face disciplinary action from the Bureau of Real Estate.

Finally, licensees who place listings in the Multiple Listing Service in expectation of compensation are responsible for the truth of all representations in such listings of which the licensee had knowledge, or reasonably should have had knowledge, to anyone injured by their falseness or inaccuracy.

For our purposes, advertising **includes, but is not limited to**, the following:

- all display advertising
- all classified advertising, including newspapers and magazines
- all mass mailing and faxes
- e-mails
- internet postings
- social media postings
- television and radio programs or ads
- flyers
- postcards
- all newspapers
- "for sale" signs and riders
- billboards
- business cards

The Branch Manager must approve all advertising before your placement or use.

Your advertising must be truthful and not misleading. It must comply with all state and federal

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advertising requirements as well as the N.A.R. Code of Ethics.

You may only advertise property actually listed for sale or for rent by this company or your own property. Anytime you advertise property you must include the name of the company.

**Due to the difficulty in complying with Reg. Z, it is the general policy of the company to simply not advertise any rate or terms that would trigger the need for Reg. Z disclosure requirements.**

If any of the following terms are used in **any** advertisement:

- **an interest rate**
- the amount of any installment payment
- the dollar amount of any finance charge
- the number of installments
- the period of repayment

then the advertisement **MUST** include all of the following specific terms:

- down payment
- terms of repayment
- rate of finance charge expressed as an annual percentage rate

Any advertisement of commission rates, discount points, reductions, or incentives must be approved by the Branch Manager prior to your placement or use.

### 2. **Responses to Ads, Sign Calls, Etc. (Floor Calls)**

Calls, inquiries, or walk-in parties to the office in response to a specific advertisement or listing will be referred to the appropriate advertising, listing or "up" agent. If the associate does not return the call or otherwise contact the party timely, the Branch Manager may, with sole discretion, refer the caller to another agent. The caller will be deemed the client of that second agent.

### 3. **Up Calls to Office**

Unsolicited calls to the office will be referred to an agent based on the criteria followed by the Branch Office. Individual Branch Policy, provided separately.

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### VI. Sales Activities

#### Part 2 of 4

#### 4. FAIR HOUSING POLICY

*~ What everyone should know about Equal Opportunity in Housing*

The sale and purchase of a home is one of the most significant events that any person will experience in their lifetime. It is more than the simple purchase of housing, for it includes the hopes, dreams, aspirations, and economic destiny of those involved.

#### **THE LAW**

##### **Civil Rights Act of 1866**

The Civil Rights Act of 1866 prohibits all racial discrimination in the sale or rental of property.

##### **Fair Employment and Housing Act (FEHA)**

The Fair Employment and Housing Act (FEHA) declares a national policy of fair housing throughout the United States. The law makes illegal any discrimination in the sale, lease, or rental of housing, or making housing otherwise unavailable, because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, medical condition, genetic information, age, pregnancy, handicap, familial status, or military and Veteran status.

##### **Americans with Disabilities Act**

Title III of the Americans with Disabilities Act prohibits discrimination against the disabled in places of public accommodations and commercial facilities.

##### **Equal Credit Opportunity Act**

The Equal Credit Opportunity Act makes discrimination unlawful with respect to any aspect of a credit application on the basis of race, color, religion, national origin, sex, marital status, age, or because all or part of the applicant's income derives from any public assistance program.

##### **State and Local Laws**

State and local laws often provide broader coverage and prohibit discrimination based on additional classes not covered by federal law.

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### Responsibilities:

The home seller, the home seeker, and the real estate professional all have rights and responsibilities under the law.

#### For the Home Seller

You should know that as a home seller or landlord you have a responsibility and a requirement under the law not to discriminate in the sale, rental, and financing of property on the basis of race, color, religion, sex, handicap, familial status, or national origin. You cannot instruct the licensed broker or salesperson acting as your agent to convey for you any limitations in the sale or rental, because the real estate professional is also bound by law not to discriminate. Under the law, a home seller or landlord cannot establish discriminatory terms or conditions in the purchase or rental; deny that housing is available or advertise that the property is available only to persons of a certain race, color, religion, sex, handicap, familial status, or national origin.

#### For the Home Seeker

You have the right to expect that housing will be available to you without discrimination or other limitations based on race, color, religion, sex, handicap, familial status, or national origin.

This includes the right to expect:

- housing in your price range made available to you without discrimination
- equal professional service
- the opportunity to consider a broad range of housing choices
- no discriminatory limitations on communities or locations of housing
- no discrimination in the financing, appraising, or insuring of housing
- reasonable accommodations in rules, practices and procedures for persons with disabilities
- non-discriminatory terms and conditions for the sale, financing, or insuring of a dwelling
- to be free from harassment or intimidation for exercising your fair housing rights.

#### For the Real Estate Professional

As a home seller or home seeker, you should know that the term REALTOR® identifies a licensed professional in real estate who is a member of the NATIONAL ASSOCIATION OF REALTORS®. Not all licensed real estate brokers and salespersons are members of the National Association, and only those who are can identify themselves as REALTORS®. They conduct their business and activities in accordance with a strict Code of Ethics (A copy of which is attached). As agents in a real estate transaction, licensed brokers or salespersons are prohibited by law from discriminating on the basis of race, color, religion, sex, handicap, familial status, or national origin. A request from the home seller or landlord to act in a discriminatory manner in the sale, lease, or rental cannot legally be fulfilled by the real estate professional.

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#### **DEED AND PROPERTY COVENANTS OR RESTRICTIONS OF RECORD**

During the history of our country, some persons have placed restrictions on property based on race, color, religion, sex, handicap, familial status, or national origin. Generally, these restrictions are void and unenforceable, with limited exceptions for particular types of religious housing and housing for older persons. The publication of these void restrictions may convey a message that the restrictions continue to be valid. Any time a sales associate or broker is asked to provide a copy of the covenant or restrictions of record relating to the use of the property the following message should be included.

*These documents may contain restrictions or covenants based on race, color, religion, sex, handicap, familial status, or national origin. Such restrictions or covenants generally are void and unenforceable as violations of fair housing laws. Be assured that all property is marketed and made available without discrimination based on race, color, religion, sex, handicap, familial status, or national origin. Should you have any questions regarding such restrictions, please contact your attorney.*

#### THE EQUAL OPPORTUNITY PROGRAM

NATIONAL ASSOCIATION OF REALTORS® has developed a Fair Housing Program to provide resources and guidance to REALTORS® in ensuring professional services for all people.

#### **The Code of Ethics**

Article 10 of the NATIONAL ASSOCIATION OF REALTORS® Code of Ethics requires that "REALTORS® shall not deny equal professional services to any person for reasons of race, color, religion, sex, handicap, familial status, or national origin. REALTORS® shall not be a party to any plan or agreement to discriminate against a person or persons on the basis of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity.

A REALTOR® pledges to conduct business in keeping with the spirit and letter of the Code of Ethics. Article 10 imposes obligations upon REALTORS® and is also a firm statement of support for equal opportunity in housing.

#### **Fair Housing Partnership**

The Fair Housing Partnership negotiated with the U.S. Department of Housing and Urban Development (HUD) to outline a program of voluntary compliance. REALTORS® voluntarily participate in activities and programs to acquaint the community with the availability of equal housing opportunity, to establish office procedures that there is no denial of equal professional service, to make materials available which will explain this commitment, and to work with other groups within the community to identify and remove barriers to fair housing.

#### **FURTHER ASSISTANCE**

Local Boards of REALTORS® will accept complaints alleging violations of the Code of Ethics filed by a home seeker who alleges discriminatory treatment in the availability, purchase, or rental of housing. Local Boards of REALTORS® have a responsibility to enforce the Code of Ethics through professional standards, procedures, and corrective action in cases where a violation of the Code of Ethics is proven to have occurred.

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#### **FAIR HOUSING LAWS**

##### **Federal**

CIVIL RIGHTS ACT OF 1866 was the first Federal Fair Housing Law and provided the same rights to property for non-whites as to whites.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 prohibits discrimination on the basis of race, color, national origin, and sex in federally assisted housing programs.

TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968 is the primary federal law banning discrimination in all housing because of race, religion, color, national origin, sex.

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 prohibits discrimination on the basis of race, color, national origin, and sex in federally assisted community development activities.

FAIR HOUSING AMENDMENTS ACT, 1988 amends Title VIII to include familial composition and physical and mental handicaps.

##### **State of Nevada**

FAIR EMPLOYMENT AND HOUSING ACT, which includes California/Nevada Fair Housing Law, is the primary state law banning discrimination in housing because basis of race, color, religion, sex, marital status, familial status, gender, sexual orientation, gender identity, gender expression, disability (mental or physical), genetic information, national origin, ancestry, or source of income.

UNRUH CIVIL RIGHTS ACT OF 1959 provides for the right to be free from discrimination in public (includes housing) accommodations regardless of membership in certain enumerated classifications. (This act has been interpreted by the courts to prohibit arbitrary discrimination by business establishments on any basis regardless of whether that basis is enumerated in the Unruh Act itself).

RALPH CIVIL RIGHTS ACT OF 1976 specifies the right to be free from violence connected with certain forms of discrimination in housing and is a non-exclusive option for enforcing this right and the Unruh Act.

CIVIL CODE SECTION 54.1 prohibits discrimination based on physical handicap. This precludes restrictions on Seeing Eye dogs, Signal Dogs and Service Dogs from "no pet" clauses.

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### Fair Housing DOs and DON'Ts

#### DO:

- Establish policies and apply them equally to all persons requesting information or application forms.
- Be consistent in your screening process, rental policies, and application procedures.
- Provide all applicants with accurate, complete information about available units, availability date(s) and terms and conditions.
- Use pre-printed forms to assure uniformity in treatment of applicants.
- Base decisions about publications on objective, and preferably written, business qualifications and reasonable policies. (Policies often include uniform credit and income requirements and terms and conditions regarding deposits, rent, and credit, or application fees.
- Review policies and be certain management treats all applicants equally with no preference based on class membership.
- Be sure all administrative support has the same information about available units, availability date(s) and terms and conditions to give the applicants.

#### DON'T

- Give different information regarding availability, vacancy dates, deposits, application procedures, or qualifying criteria based on applicant's class.
- Indicate that an apartment has been rented or that no units are available when units are available.
- Apply different eligibility or income criteria for different applicants because they belong to a certain class or group.
- Show less desirable units to applicants in order to discourage them from applying or renting.
- Run credit checks or verify references on some potential tenants and not others.
- Discriminate on the basis of race, religion, sex, national origin, marital status, physical disability, family composition, or discriminate arbitrarily.

*Acknowledgement: The information provided is based on the Department of Fair Employment and Housing's TRAINING MANUAL FOR APARTMENT OWNERS AND MANAGERS.*

### Fair Housing Terms to Know

**BLOCKBUSTING:** Intentional segregation of a neighborhood by inducing panic sales through representations of imminent racial turnover of the neighborhood or block.

**STEERING:** The direction of potential buyers and renters to a specific neighborhood on the basis of race, family composition, sexual orientation, etc.

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### FAIR HOUSING TESTING:

INVESTIGATIVE - The act of conducting comparison analysis on property sites in response to a specific complainant to determine the degree of differential treatment.

AUDITING - The act of conducting comparison analysis on property sites to provide information on current housing practices of that complex, city, county, etc. This type of testing is usually conducted in an educational survey format.

## VI. Sales Activities

### Part 3 of 4

#### E. WORKING WITH CLIENTS AND THE PUBLIC

##### 1. Listing Presentations

All of your marketing efforts will be fruitless if you don't have any effective listing presentation. If you are a new licensee, don't be afraid to ask for help. The Select Success Academy & the branch manager can help you develop an effective listing presentation. If you are an experienced associate, it never hurts to review your presentation. Practice makes perfect.

##### 2. Showing Property

Whenever possible, preview the property before showing. If you are familiar with the features of the property, including any potential hazards, such as stairs, the presence of dogs, etc., you will be more effective when showing it to your customer. You may find that despite contrary representations, the property really is not suitable after all. Your time and your client's time, as well as that of the seller, are valuable. Don't waste it.

#### F. MAINTAIN A PROPER FILE

Transaction files are a record of every event relative to your client/customer and/or the property listed/sold. You must maintain a neat and orderly file on every transaction. All files are the property of the Company and shall be maintained by the Company, at all times on the office premises. You are **allowed** to keep your own personal "working" file for reference during the course of any transaction, **however both files should be merged and fully scanned into the companies paperless system at closing to ensure a final complete file.**

All closed files will remain with the Company for storage. All files will be held in storage a minimum of five (5) years in accordance with real estate law after which time they may be destroyed at the discretion of the Broker.

##### 1. Broker Review

You must submit within a reasonable time all fully executed transaction documents to the Broker or Broker Designee. Documents will be reviewed within a reasonable time for completeness and

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accuracy. The Select Group believes three (3) business days is a reasonable timeframe for the submittal of paperwork and, likewise, three (3) business days is viewed as a realistic period in which review should be accomplished. Any incomplete or incorrect items or documents should be corrected and returned to the Broker within **48** hours after review and return of the document to you.

#### YOUR FILE MUST BE COMPLETE TO RECEIVE COMPENSATION

Your transaction file should provide a comprehensive account of your activities relative to the subject property/client/customer. A prudent agent keeps a communication log detailing every verbal exchange between the agent and all other individuals associated with the transaction, including principal(s), other agent(s), lender, escrow officer, title representative, inspectors, etc.

You should always document the following:

- the name of any person with whom you spoke;
- the date and time of the conversation or activity;
- the subject matter of the conversation or activity and the result of the conversation or activity.

Additionally, pertinent facts discussed with any party or another broker/agent should be confirmed/memorialized by way of a written follow-up, with copies sent to all parties. Retain copies of all correspondence sent and received in the transaction file.

#### 2. **Get It in Writing**

To be enforceable, Nevada law requires that all compensation agreements be in writing and signed by the party to be charged. In other words, if you don't have a written listing agreement and/or sales contract with the principal, you may not receive your commission. Always leave a copy of any signed document with the party who signed it. Never sign anything on behalf of your client, another agent or anyone else.

#### 3. **The Listing Commission Agreement**

Again, because the law requires a compensation agreement to be signed by the party to be charged, if you represent a buyer and the buyer is to pay your commission, you must have a written agreement with the buyer to pay that commission, such as a buyer-broker agreement.

If a "For Sale By Owner" seller is to pay the commission, you must have a written agreement with the seller, such as a one party listing or a separate commission agreement, such as an addendum to the purchase agreement.

Unless approved in advance by the Broker, all listings will be "Exclusive Authorization and Right to Sell" listings. All listing and management agreements will be taken on the most current California/Nevada Association of REALTORS® standard forms or other forms approved by the Broker.

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DO NOT USE OUTDATED FORMS. As a matter, of course, the Nevada Association of REALTORS® periodically reviews all standard forms. As revisions are generated, obsolete forms stocked in Branch Offices are purged. Avail yourself always of the most recent forms in order to meet the current standard of practice. Use online versions for the most up-to-date forms.

You must have the signature of all sellers/owners before you may begin marketing the property. If someone signs on behalf of another, you must have written evidence of his/her authority to act, such as a power of attorney or letter of administration, etc. If a party refuses to sign the listing agreement, notify the signing parties in writing that this company's policy is to not market the property until all parties have signed the agreement.

Before taking the listing, search the MLS to determine whether or not the property is currently listed with another Broker. It is this company's policy not to take a new listing until the existing listing has expired or can be documented as cancelled.

NOTE: You may enter into a listing agreement now that will not become effective until after expiration of the prior agreement.

If the property is in escrow, you have a fiduciary duty to the seller to continue marketing the property unless the seller agrees otherwise. Make sure the listing does not expire before close of escrow. Get all modifications or extensions in writing.

Compensation for services to the seller will be charged based on the current Brokerage Fee Schedule. You may not negotiate a different compensation rate without the Broker's pre-approval.

#### 4. Offers to Purchase

You must present all offers to the seller, even if the property is in escrow, unless the seller has given you written instructions to the contrary. Upon receiving the offer, review it thoroughly for completeness, accuracy and clarity. It is important to pay close attention to time limits set out in the offer, ESPECIALLY the time within which the seller must respond.

Next, call the buyer's agent, obtain any relevant background information about the buyer and clarify any ambiguities in the offer. Notify the seller promptly that you have received the offer. Then make an appointment as soon as possible to present the offer to the seller. If the buyer's agent insists on presenting the offer to the seller, excuse him/her from the room after the presentation and hold your discussions with your seller in private.

As with all contracts, agents' signature as per telephone instructions does not create a binding contract, you must obtain all parties' signatures. If a party signs on behalf of another, you must have evidence of that person's authority to do so in writing. If you must present an offer missing a signature, you must disclose this fact to the seller/listing agent. Be sure to condition the offer on the obtaining of any missing signature. Offers are not deemed accepted until delivery.

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If your clients write or receive a counter offer, be sure the terms are clear and complete. Review the new terms against the offer to purchase. Remember, if there is no meeting of the minds, generally, there is no contract.

NOTE: You must adhere to all time requirements stated in the purchase agreement and escrow instructions unless all parties agree in writing to the contrary.

#### **G. ESCROW COMPLIANCE**

Upon acceptance of an offer, arrange for an opening of escrow. Compare the escrow instructions with offers and counter offers for consistency, completeness and accuracy. Review the commission authorization for completeness and accuracy.

- H. NOTE: Wording that the commission is only due and/or payable "upon close of escrow" is not acceptable since there are times when compensation has been earned even though the escrow may not close, such as when a seller breaches an agreement to sell. The Broker will decide whether to pursue compensation in these instances on a case-by-case basis.

### **VI. Sales Activities**

#### **Part 4 of 4**

#### **H. COMPANY POLICY ON AGENCY**

##### **1. Recognized Forms of Agency**

This company generally recognizes two forms of agency:

- Single Agency (Seller's Agent exclusively or Buyer's Agent exclusively)
- Dual Agency

If the Company has the listing, we represent the seller only, unless you or another licensee working for any office in The Select Group also brings in the buyer, in which case the company represents both the buyer and the seller and is a dual agent.

If the Company is working with the buyer and does not have a listing agreement with the seller, we represent the buyer exclusively.

Although we will cooperate with other brokers and agree to split commissions, we do not offer sub agency to other brokers.

Remember, THE AGENCY RELATIONSHIP IS CREATED THROUGH THE BROKER. If you have listed the property and another associate from this company (any Branch Office) brings an offer from a buyer, a dual agency will be created.

Initials \_\_\_\_\_



**COLDWELL BANKER**  
**SELECT REAL ESTATE**

## Select Group Office Policy COLDWELL BANKER

### 2. Fiduciary Duties

When you represent a principal in a transaction you have a fiduciary duty to that person. This means you have a duty of utmost care, integrity, honesty and loyalty in dealings with that principal.

You have duties to a person involved in a transaction even if you do not have a fiduciary relationship with that person. These duties include:

- Honesty;
- Good faith and fair dealing;
- Disclosure of known facts materially affecting the value or desirability of the property that are not within the diligent attention or observation of the parties; and
- The exercise of reasonable skill and care in performance of your duties.

### 3. Disclosure Requirement

The agency disclosure law applies to sales, exchanges and leases for more than one year, involving real property improved with one-to-four dwelling units, stock cooperatives, and mobile homes. The law applies whether or not the property is owner-occupied. You must provide a statutory disclosure form regarding your agency relationship(s) in every applicable transaction.

If we represent the seller, you must provide the disclosure form to the seller BEFORE entering into the listing agreement. Inform the seller of our policy regarding agency as set forth above. Get a signed "Acknowledgment of Receipt."

If we represent the buyer, the law requires that you must provide the buyer with a disclosure as soon as practicable BEFORE executing an offer to purchase.

NOTE: You are actually required to provide the disclosure form to the buyer as soon as that buyer seeks your services in more than a "casual, transitory, or preliminary matter", with the object of entering into a real property transaction. As a general rule of thumb, never show a property without providing a disclosure. Don't forget to get a signed acknowledgment of receipt dated and timed prior to any other documents.

When you present an offer and this company is not the listing agent, you must also provide a disclosure to the seller as soon as practicable BEFORE presenting an offer. Deliver of the disclosure to the listing agent is generally sufficient.

### 4. Sharing Information

It is this company's policy to make a full, open and sincere effort to cooperate with other licensees including sharing information, unless the principal has given instructions to the contrary. This does not mean, however, that you should disclose confidential information about your client, customer or the company.

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## **Select Group Office Policy**

### **COLDWELL BANKER**

#### **I. PROPERTY DISCLOSURE REQUIREMENTS**

One of the most common areas of dispute relates to the seller's and agent's alleged nondisclosure of a material fact about the property.

Your disclosure requirements and those of the seller have continued to increase over the years, often leading to confusion and frustration on the part of real estate licensees. A primary rule is that you are never to fill out or sign a disclosure form for your client.

As to the disclosure requirements expected of you personally, these licensee obligations are taken most seriously by this company. Any attempt to mislead a party in any way, or to conceal a material fact that could conceivably impact the structural integrity or marketability of the property, will result in your immediate termination. You are expected to be familiar with disclosure requirements and comply with them at all times.

NOTE: As comprehensive as the printed materials are, they cannot possibly address every situation that may arise. Nothing can replace your good judgment and careful attention to detail. Remember, **WHEN IN DOUBT, DISCLOSE IN WRITING.**

#### **J. TRUST FUNDS/EARNEST MONEY DEPOSIT HANDLING**

**BE CAUTIOUS: HANDLING OF TRUST FUNDS IS FRAUGHT WITH LIABILITY.** Improper trust fund handling may lead to civil, criminal and Department of Real Estate action against you and the Broker and may further jeopardize errors and omissions insurance.

The Department of Real Estate Reference Book defines trust funds as “money or other things of value that are received by a Broker or salespersons on behalf of a principal or any other person, and which are held for the benefit of others in the performance of any act for which a real estate license is required”. The most common type of funds that you as a real estate agent will monitor are commonly referred to as earnest money deposits. The handling of those earnest money deposits is clearly defined in the standard purchase agreements used in your daily business and stated as follows:

Initial Deposit: Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer. Increased Deposit is to be delivered in the same manner as the Initial Deposit.

It is **AGAINST COMPANY POLICY** FOR a salesperson, Broker Associate, or any employee of the Select Group of Companies to accept a check, money order, cashier's check or any form of payment of Earnest Money Deposits and or Increased Deposits for an escrow.

Initials \_\_\_\_\_





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## Select Group Office Policy COLDWELL BANKER

### K. PROPERTY MANAGEMENT

As a general policy, because of liability to the company, this firm does not allow agents to extend property management services to clients. You are encouraged to refer clients to Select Property Management.

Should you feel it essential that you personally accommodate clients as a property manager, BRE/DRE regulations permit you to do so independent from your association with The Select Group of Offices if you are a BROKER LICENSEE. You must make provision for an additional branch office location, as our errors and omissions insurance precludes you from conducting any property management activity on The Select Group of Companies' premises, (no accepting of rental payments, taking phone calls, etc.). Further, it is necessary for all property management clients to sign a letter of understanding (see your Branch Manager for the form letter) that your activities are independent of The Select Group's Broker supervision and that the client will hold the company harmless from all claims, disputes and litigation that may arise pursuant to property management.

### L. LOAN ORIGINATION

The "Select Group" **does not** allow a real estate agents to do loans or Stanford Mortgage Loan Officers/Mortgage Advisors to list or sell property.

Any individual working for one of our companies may apply to work for another but may not do both lending and sales at the same time.

It is a violation of Federal and State RESPA laws to accept referral fees or any other compensation of any kind from a lender. We are aware that many lenders advertise that **their referral/compensation programs** are BRE/DRE and RESPA approved. This is totally false and all agents are strictly prohibited from entering into any agreement with or taking any compensation from any lender.

### M. PERSONAL TRANSACTIONS

Purchase and sales by an agent as a principal are subject to the stipulations agreed to in the Broker-Associate Licensee Contract. Your Contract delineates the circumstances under which "For Sale by Owner" personal purchases may be made and it prohibits your selling your own property as a "For Sale by Owner".

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## Select Group Office Policy COLDWELL BANKER

You agree to indemnify and hold harmless the Broker from any and all claims against you and/or the Broker arising out of your personal transactions.

NOTE: In personal transactions, you must always disclose that you are a real estate licensee.

Additionally, because errors and omissions insurance will not cover a transaction in which an associate-licensee is a principal and acts as his/her own agent, it is recommended that you list personal property for sale with another agent in the company and pay a commission of not less than 2%.

### N. COMPANY-GENERATED BUSINESS

Potential listings and sales offered you by the Company through lead-generation programs or the Select Business Development Group carry with them the implicit obligation to support the Company by offering principals the use of company or company-affiliated services for loans, title, escrow, etc.

The Select Group of Companies' Affiliated Business Arrangement Disclosure form is always to be presented prior to stipulation of services in an offer.

### O. OUTSIDE EMPLOYMENT

Outside employment is not prohibited but you are requested to notify your manager when you begin an additional job.

### P. DISCIPLINARY PROCEDURES

The Select Group of Companies observes a "Three Strikes Rule" on policy infractions.

Any agent who fails to meet policy standards, such as the requirements of transaction document delivery for review, handling of earnest money deposits, etc. will be:

On a **first offense**, sanctioned with a reprimand noted in the personnel file.

A **second infraction** may result in a fine of up to \$500 and reprimand notation in the personnel file.

A **third infraction** could result in termination.

Any transgression deemed flagrant or willfully fraudulent by Broker or his Designee will result in immediate termination irrespective of how many previous offenses, if any, are noted.

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## Select Group Office Policy COLDWELL BANKER

### Appendix A – Realtor Fair Housing Declaration

I agree to:

Provide equal professional service without regard to race, color, religion, sex, handicap, familial status, or national origin of any prospective client, customer, or of the residents of any community.

Keep informed about fair housing law and practices, improving my client and customer's opportunities and my business.

Develop advertising that indicates that everyone is welcome and no one is excluded; expanding my client's and customer's opportunities to see, buy, or lease property.

Inform my clients and customers about their rights and responsibilities under the fair housing laws by providing brochures and other information.

Document my efforts to provide professional service, which will assist me in becoming a more responsive and successful REALTOR.

Refuse to tolerate non-compliance.

Learn about those who are different from me, and celebrate those differences.

Take a positive approach to fair housing practices and aspire to follow the spirit as well as the letter of the law.

Develop and implement fair housing practices for myself to carry out the spirit of this declaration.

### Appendix B – Antitrust Compliance Policies

*The Select Group of Companies*

1. Our Firm is committed to abiding by all applicable antitrust laws. These policies are implemented as part of an antitrust prevention program to avoid even borderline activities.
2. The commission rates of our firm are based upon the cost of the services we provide, the values of these services to our clients and competitive market conditions. Our commission rates are not determined by agreement with, or recommendation or suggestion from any person not a party to a listing agreement with our firm.

Initials \_\_\_\_\_



## COLDWELL BANKER SELECT REAL ESTATE

### Select Group Office Policy COLDWELL BANKER

- a. Company recommended standard commission rates are as follows:
    - i. Improved residential (1-4 units) - six percent (6%)
    - ii. Apartments and commercial - six percent (6%)
    - iii. Unimproved land – **six to ten percent (6-10%)**
    - iv. **New subdivision:**
      - I. Lots - **six to ten percent (6-10%)**
      - II. New homes - **five percent (5%)**
      - III.
    - v. **Mobile Homes - six to ten percent with a minimum of \$3,000. (6-10%)**
    - vi. Business opportunities
      - I. All business opportunity listing or sale leads must be referred to our Select Business Development Group.
  - b. In any event, the minimum commission on all Real Estate transactions shall be \$3,000.
  - c. The commission for any type of property will not be lowered from the company standard without management approval unless the amount of the reduction is taken from the associate's share of the commission. A Commission Request Form will be filled out for those instances when management approves of a specific situation. Reducing a commission for sales in which the listing agent or company represents the seller will only be approved if so advertised in MLS.
3. Salespersons affiliated with this firm shall not participate in any discussion with any persons affiliated with or employed by any other real estate firm concerning the commission rates charged by this firm, or any other real estate firm in our community. Commission should only be discussed with individuals within the office or with the client in the course of discussing or negotiating a listing agreement.
  4. When soliciting a listing, or negotiating a listing agreement, no salesperson affiliated with this firm shall make any reference to a "prevailing" commission level in the community, the "going rate", or any other words or phrases that suggest that commission rates are uniform or "standard" within our marketing area.
  5. The amount of compensation offered to cooperating offices offered by this firm to cooperating brokers of "commission split" is determined by the level of service we can expect a cooperating office to perform, and the amount of compensation necessary to induce cooperation under prevailing market conditions. Licensees should NOT discuss the total commission of the listing with the competitor, only the amount he or she is to offer or receive. Commission splits are not intended, and may not be used, to induce or compel any other real estate firm in our marketing area to raise or lower the commission they charge to their client.
  6. When soliciting, or negotiating a listing agreement, no salesperson affiliated with this office shall disparage the business practices of any other real estate firm, nor suggest that this office, or any other office, will not cooperate with any other real estate firm. Listing presentations shall focus exclusively upon the level of service

Initials \_\_\_\_\_



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## Select Group Office Policy COLDWELL BANKER

and professionalism provided by this office, the results we have achieved for other clients, and the value the client can expect to receive for the fees we charge. Potential clients should be invited, and encouraged, to compare the value of our services to those of any other real estate firm in our marketing area. Likewise, any salesperson that is invited by a potential client to compare our services with those of any other real estate firm should do so by emphasizing the nature and quality of the services we provide.

7. Whenever a sales person is unsure about the proper way to respond to the concerns of an actual or potential client or customer, or whenever a salesperson has been present during an unauthorized discussion of fees or commissions, he should contact his principal broker or sales manager immediately. If necessary, the broker or manager will consult our firm's attorney.

### IX. Acknowledgement of Receipt

#### *BROKER - LICENSEE POLICY MANUAL*

I have received my copy of The Select Group of Companies' *Broker - Licensee* Policy Manual. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the handbook, which include policy specific to Sexual Harassment, Workplace Health and Safety and Fair Housing.

I understand that the company reserves the right to modify, amend and/or change policy, as it deems necessary with a minimum of 7 days advance notice. Any modification will be in writing, or e-mail, for agents review and re-acknowledgement.

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Sales Associate Signature

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Date

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Sales Associate Printed Name



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## Vehicle Insurance Carrier Request Form

To: Insurance Carrier

Please add "Select Group of Real Estate, Inc. as "Additional Insured" to my automobile policy as of this date. Our company minimum requirements are \$200,000/person and \$500,000/occurrence.

Please complete the form. Return along with a copy of your policy showing the added coverage to Select Group of Real Estate, Human Resources department.

<b>AGENT/POLICY HOLDER INFORMATION:</b>		
Policy Holder Name:		Date:
Policy No.:		
<b>RETURN FORM &amp; POLICY TO:</b>		
Mailing Address:	Select Group of Real Estate c/o Human Resources 437 Century Park Drive Yuba City, CA 95991	
vFax No.:	(530) 237-1861	
<b>INSURANCE AGENCY ACKNOWLEDGEMENT:</b> The below policy holder has a current automobile insurance policy in force. The Select Group of Real Estate, Inc. has been added as "Additionally Insured" or "Interested Party" to the policy holders' insurance policy as of the date signed.		
Policy Holder Name:		
Insurance Agency:		
Phone:		
A copy is attached:		
A copy will be sent:		Days

Insurance Agency Representative Signature

Date



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## Vehicle Insurance Form

Please make a copy of the agent's current increased insurance.



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## IT & Technical Support Policy

When you join the Select Group, we will help you set up the following:

Setup Email  
Office Printers  
Company Work Stations  
Anti-Virus Program (NOD32)

Should you need additional help, please contact your front desk staff and ask them to put in a ticket request for additional support. Please understand that it may take up to 4 hours for a member of the tech-support team to respond during normal office operating hours. If it is truly an emergency staff will contact the IT department or management directly. If remote assistance is not possible and an onsite visit is required, an appointment will be scheduled depending on the current work load of the staff. Typically appointments are accommodated within the first 24 hours from the time of response to the request, but there are occasions when a response could be delayed depending on the urgency of the request, scheduling, or other pressing requirements, etc.

The company makes no guarantees and does not assume responsibility for your personal equipment. The company provides computers in public work areas in each office for your use in the event your computer is not functioning properly.

If a request for support is for other software products that are not part of the Select Group supported software listed above or for hardware related failures, you will be asked to contact an independent vendor for support and you will be responsible for any possible costs associated with the assistance provided by that vendor.

The Select Group Tech-Support Team cannot and will not assist you with the installation of other software products or hardware failure related issues. Nor will the company assist with any software product on the supported software list that is not licensed properly. The company will also not support any device that does not meet the minimum hardware requirements listed below.

The company recommends the use of laptops and other mobile devices to meet the mobility requirements of your profession and that you take your laptops home with you every night. Should an office be robbed and your equipment is stolen, our insurance carrier will not cover you for that loss. You should check with your insurance carrier to make sure that you have sufficient coverage for your personal equipment.

The company strongly suggests that you treat your laptop as a business tool; a tool of great importance which has a direct impact on your ability to attain financial success. This means using your laptop for Real Estate business and limited personal entertainment. Do not allow family, friends, or business acquaintances to use your laptop for their entertainment, educational, or other personal needs.

The company is not responsible for the data on your personal computer. We recommend that you password protect your computer and consider an off-site storage (G.e. Carbonite) or external hard drive with recovery software to back up your computer and files. The regular use of any of this technology is your responsibility and it is recommended that you verify the data being backed up monthly.

Initials \_\_\_\_\_





**COLDWELL BANKER**  
**SELECT REAL ESTATE**

## IT & Technical Support Policy

The company recommends password protection for your smart phone/ipads as many phones have sensitive information on them and sync with your laptops/computers.

Before you purchase a computer please review the minimum standards list:

- Ram Memory minimum of 4 Gigs; more is better.
- Hard drive capacity minimum of 150 Gigs or more.
- WIFI and Bluetooth capability
- DVD-CD reader or read & write.
- Operating system must still be supported by Microsoft.
  - o Note: While Apples are great computers we have limited support.
  - o Note: the size of the screen can be important so make sure you spend some time testing different machines before you buy. You should also make sure that the manufacturer has a good warranty and that you can get repairs made quickly. The best is 24/48 hour repair and they come to you.

Recommended Software:

- Internet Explorer
- Windows Operating System
- Microsoft Outlook
- Microsoft Word
- Microsoft - Excel
- Microsoft Power Point
- Adobe PDF Reader & Printer or Cute PDF (Cute is Free)
  - o Note: Some programs require Internet Explorer

The Microsoft Office applications listed above are usually purchased in a bundled suite and it is typically significantly cheaper to purchase these applications with the purchase of a laptop. The actual price of the Microsoft productivity applications is much greater when purchased separately and after the fact. It is often a surprise to most when it is realized this cost is a couple hundred dollars.

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## **IT & Technical Support Policy**

If you purchase an Apple you should have it configured so that you can use the two different operating systems, Apple and Windows, using a virtual solution (VMWare). It would be a good idea to have the above mentioned programs installed on the Windows side as well. There is also a version of Microsoft office for Apple that works very well, which would preclude the need for the dual operating system. There are many applications and much of the technologies are not yet compatible with Apple. As a result it can get very frustrating when you are not able to take advantage of the programs and services offered by the Select Group. You should also expect to pay full retail price for the Windows operating system and applications as there is no discount provided by Apple that you would expect from the purchase of a typical Windows laptop. If you have not purchased you should check with us for any updates and recommendations.

### **Smart Phones & iPads**

The Apple I-Phone/I- Pad and Android Smart Phones are the most compatible phones that work in conjunction with our systems at this time. As long as the phone you are purchasing has the same capabilities you should be ok. Again, be careful. Smart Phones are supported on a best effort basis due to the quickly-changing, highly competitive marketplace of today. Ultimately the responsibility for the successful use of your Smart-Phone lies with you and your carrier.

Before you purchase any tech item you should check with the support staff for any new information and also spend some time on your own to see if you are eligible for discounts offered though the National Association of Realtor or your franchise.

### **Company Provided E-Mail & Microsoft**

The company provides you with a company email account. This account will allow you to receive and send emails, sync your calendar and contacts with your smart phone, laptop, desktop and web account. The company will not, as general policy, allow our email to be forwarded to another account. You may forward your personal accounts to your company account. This is the only way we can be sure that you are receiving the company email, which will ensure you are up to date with company communications. G.e: Important updates, events, real estate issues, real estate classes and more.

### **Email Usage at Company**

Email is to be used for Company business only. Company confidential information must not be shared outside of the Company, without authorization, at any time. You are also not to conduct personal business using the Company computer or email.

Please keep this in mind, also, as you consider forwarding non-business emails to associates, family or friends. Non-business related emails waste company time and attention.

We strongly encourage you to have a separate personal email account that is not associated with or comingled with the company account. This allows you to keep your personal and business emails completely separate.

Viewing pornography, or sending pornographic jokes or stories via email, is considered sexual harassment and will be addressed according to our sexual harassment policy.

Initials \_\_\_\_\_



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**SELECT REAL ESTATE**

## **IT & Technical Support Policy**

### **Emails That Discriminate**

Any emails that discriminate against employees by virtue of any protected classification including race, gender, nationality, religion, and so forth, will be dealt with according to the harassment policy.

These emails are prohibited at the Company. Sending or forwarding non-business emails will result in disciplinary action that may lead to employment termination.

### **Company Owns Employee Emails**

Keep in mind that the Company owns any communication sent via email or that is stored on company equipment. Management and other authorized staff have the right to access any material in your email or on your computer at any time. Please do not consider your electronic communication, storage or access to be private if it is created or stored on the company account.

### **Use of Company Provided Computers**

Should you need to use one of our company provided computers, please make sure that you save any files, photos and such to a personal USB drive (Thumb Drive). These computers are generally cleaned up and all files are removed every 30 days or so.

You should not to save any information on the computers that may be personal/private to you or your clients. (i.e. banking information, social security numbers, or contact information).

### **Internet Usage (Surfing the Web)**

Internet use, on company time, is only authorized when conducting company business. Internet use brings the possibility of breaches to the security of confidential company information.

Internet use also creates the possibility of contamination to our system via viruses or spyware. Spyware allows unauthorized people, outside the company, potential access to company passwords and other confidential information.

Removing such programs from the company network requires IT staff to invest time and attention that is better devoted to progress. For this reason, and to assure the use of work time appropriately for work, we ask staff members to limit Internet use.

Additionally, under no circumstances, may company computers or other electronic equipment be used to obtain, view, or reach any pornographic, or otherwise immoral, unethical, or non-business-related Internet sites. Doing so can lead to disciplinary action up to and including termination of employment or cancellation of Independent Contractor Agreement. Remember:

- Don't use Company or Corporate logos or trademarks unless approved to do
- Always make sure that your passwords are kept safe and cannot be figured.

I have read and understand the Select Group IT Policy.

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Sales Associate

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Date

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Manager

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Date



**COLDWELL BANKER**  
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## **SOCIAL MEDIA POLICY**

### ***What is Social Media?***

*Social media consists of a growing body of technological platforms through which people are talking, writing, participating, videotaping, sharing and networking online. There is a wide variety of social media platforms, ranging from blogs to social sharing sites such as YouTube, Twitter and Flickr, and social networks such as Google+, Facebook, YouTube, Instagram, Snapchat, etc.*

There are hundreds of providers of social media services in which real estate agents may participate. The purpose of this policy is to provide guidelines intended to provide both agents and the company with responsibility, risk management and to protect the agent's and company's reputation and good will within the community. The scope of this policy is intended to relate to the use of social media and blogs in connection with The Select Group, but regardless of the social media service being used, when related to their real estate business, the Agent should observe these guidelines.

Agents must be thoughtful in how they represent themselves on online social networks. The lines between public and private, personal and professional are blurred in online social networks. By identifying with the company/brand within a social network, you are now connected to colleagues, managers and clients. Agents must ensure the content associated with their page is consistent with their work with the company/brand. Agents must update all of their social media platforms in compliance with the Select Group Social Media Policy.

- Agents are required to read and be familiar with the policies and requirements of any site on which they participate and to comply with the requirements of that site. In particular, Agents should know the privacy practices and policies of the site.
- Agents should remain aware that items posted on social media sites may be forwarded or used for purposes other than originally intended. Agents should keep this in mind when making decisions as to what to include on their social media sites.
- Agents must properly identify themselves when establishing a social media page in such a way that Users of the site shall know the Agent's name first:
  - Examples: Joe Select Group Real Estate, Joe Smith Yuba City Realtor, Joe Smith Select Group Real Estate Yuba City.
- Office level pages are only to be created by or with assistance from The Select Group Marketing Department.
- Agents must include their DBA, BRE and contact information somewhere visible on their social media site.
- Agents are responsible for assuring that the use of the site is consistent with local, state and federal laws and all applicable real estate license laws and regulations, including where necessary identifying themselves as an Agent.

INITIALS: \_\_\_\_\_



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## **SOCIAL MEDIA POLICY**

- Agents may not use social media in a way that disparages the brand/company, or in a way that is deceptive, harmful, obscene, unfair, defamatory, infringing, or otherwise objectionable.
- Agents are responsible for assuring the content and operation of their social media pages conform to the standards established with the company/brand.
- Any statement regarding the brokerage shall clearly disclose the Agent's relationship to the brokerage.
- Agents shall disclose his/her status as a real estate professional as a part of any real estate related statement.
- Agents are responsible for assuring that the Agents are authorized to use any photo/audio/video posted to the site to avoid copyright issues.
- If agents contribute commentary about the company/brand – related matters to an external audience, it is vital that they make it clear that they are only speaking for themselves.
- Agents may not use the company/brand assets/logo in a manner that suggests any type of association, affiliation, partnership, sponsorship or endorsement in a way that can reasonably interpreted or suggest it has been authorized by, or represents the company's/brand's views or opinions of the company/brand or its personnel.
- When using the company/brand logos, the printing and/or reproduction of the logo in any format other than what is outlined in the company/brand Policy and Procedures it is not permitted.
- Agents must submit any use of the social media, webpages, electronic materials, digital marketing pieces and websites to [marketing@selectgroupre.com](mailto:marketing@selectgroupre.com) for approval and a compliance check with the company's/brand's Policy and Code of Conduct.
- Agents may not use the company/brand assets/logo in conjunction with any content associated with gambling, pornography, illegal activities or in a way that is deceptive, harmful, obscene, unfair, defamatory, infringing, objectable or of a provocative nature.
- It is required that a member of the Select Group Marketing department be included as an Administrator of any company/brand level social media pages.
- This standard policy does not by itself exempt company managers from having a greater responsibility when using social media or otherwise communicating online. By virtue of their position, managers must consider whether personal thoughts/content published may be misunderstood as expressing company/brand positions. A manager should assume that his or her team will read or view all of the manager's content.

INITIALS: \_\_\_\_\_



**COLDWELL BANKER**  
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## **SOCIAL MEDIA POLICY**

- The company/brand may request for Agents to avoid certain subjects or withdraw certain content or posts if they believe that doing so will ensure compliance with applicable laws and or/policies.

I have read and understand the Select Group IT Policy.

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Sales Associate

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Date



**COLDWELL BANKER**  
**SELECT REAL ESTATE**

## **Vehicle Operations Policy**

### **CENTURY 21**

The Select Group of Companies' recognizes that driving your personal vehicle to conduct business as a realtor/sales associate/broker is a necessity. As your employing broker and as a requirement of our liability insurance carrier, we have adopted this Vehicle Operations Policy as a means to express our expectations of you as a representative of the Company.

#### **Driver Responsibility**

It is every driver's responsibility to drive defensively to avoid accidents, and safely maintain each vehicle under the driver's control. Defensive Driving is defined as "Driving to avoid accidents *in spite of the incorrect actions of others, and the adverse conditions of weather, visibility, light, and road and traffic* that the driver may encounter on the road."

Because The Select Group has an interest in your personal safety, and the general public as well, our established policy provides that vehicles should be operated only...

1. when the vehicle is in good, safe mechanical condition;
2. when the driver feels capable of driving safely;
3. in accordance with all traffic laws, signals and markings, with additional consideration for weather and traffic conditions;
4. in accordance with the principles of "defensive driving", the driver always being on the alert and prepared to compensate for the unpredictable actions of other drivers and pedestrians; and, in a courteous manner at all times, with consideration for the rights of other drivers and pedestrians.

It is anticipated that each person in our organization will do his or her part towards the success of this program.

Failure to operate your vehicle in a safe and lawful manner has consequences including traffic violations, suspension of driver's license and possible arrest. Please be aware that if your driver's license is suspended or revoked, your ability to perform as a sales agent may be restricted significantly or completely. Depending on the severity of the infraction and pending legal actions, your Salesperson or Broker license may also be at risk of suspension or revocation by the State, which will ultimately affect your ability to conduct real estate sales and continue your association with The Select Group.

Suspension of your driving privileges may be at risk for the following offenses:

- Driving under the influence of alcohol or drugs; including implied consent refusal (refusal to take blood alcohol test).
- Hit and run; leaving the scene of an accident.
- Any felony, homicide, or manslaughter involving the use of motor vehicles.
- Reckless, negligent, or careless driving.
- Driver's license suspension or revocation.



## Vehicle Operations Policy

### Driver Qualification

Only authorized drivers may operate vehicles for company business. Any driver whose license has been revoked or suspended shall immediately notify his/her manager and discontinue operation of any vehicle on company business. Failure to do so can result in disciplinary action up to and including termination of employment.

### Verification of Driving Record

- Motor Vehicle Records
  - a) MVRs shall be obtained for each and every Select Group agent
  - b) MVRs will be evaluated by the Company's liability insurance carrier.
  - c) MVRs will be obtained:
    - At the time of recruitment/hire;
    - Annually, thereafter;
    - Every 6 months for agent's who driving record is placed on a "watch list" by the Company's liability insurance carrier; and
    - Any other time management deems it advisable.
  - d) The information obtained may be reviewed by Human Resources and our insurance company broker with application of any appropriate action as deemed necessary
- Driver's License

Only one valid driver's license is to be held by an agent at any time. The current license must be issued in the driver's state of residence, or, if required by state law, the license will be issued in the state where the person is gainfully employed.

A copy of the driver's license will be maintained in the agent's file.

Revocation or suspensions of license must be reported to Human Resources immediately.

### Vehicle Auto Insurance Requirements

Auto insurance limits must be maintained at \$200,000/\$500,000 during the duration of the agent's affiliation. A certificate of insurance from the agent's automobile insurance carrier must be on file with HR, and provided annually.

It is necessary for agents to add the Company (CENTURY 21 Select, CENTURY 21 Cornerstone, CENTURY 21 Jefferies Lydon) to their auto insurance policy as an "Additional Insured" or "Party of Interest".

Proof of current and continuous automobile insurance is required at all times during an agent's association with The Select Group. Therefore, it is the agent's responsibility to provide proof of policy renewals by submitting a copy of their certificate of insurance or policy renewal card (at the 6-month renewal period) each time their policy renews.

Agents must maintain an acceptable driving record at all times during their association with The Select Group. If an agent's MVR reveals an unacceptable driving record, the agent must purchase an umbrella liability policy of not less than

Initials \_\_\_\_\_





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## Vehicle Operations Policy

\$1,000,000 within 30 days. The umbrella policy must remain in effect continuously until the agent's MVR reflects an acceptable driving record.

### Seat Belt Use Policy

Studies have proven that injuries would have been reduced, or completely avoided, if seat belts had been worn at the time of an accident. State law requires drivers and their passengers to use seat belts while the vehicle is in operation. The Select Group supports the use of seat belts and, as such, **the use of seat belts by Select Group agents and all occupants of their vehicle is mandatory, as required by law.**

### Rules of Driving Conduct

- Each agent is responsible for the safe operation and condition of his/her vehicle. If your vehicle is determined unsafe for use, it is your responsibility to cease operation until the necessary repairs have been made.
- Do not drive your vehicle if:
  - you have been drinking alcoholic beverages; or
  - you are under the influence of *any* drugs that could affect your driving ability. This includes prescription and over-the-counter medications.
- Obey all traffic laws.
- Be courteous to other drivers and pedestrians. Remember, our company name may be prominently displayed on the sides of your vehicle.
- Help other drivers to safely negotiate the highway. If it is safe to do so, allow other drivers to merge into your lane by backing off and letting them in. This applies at freeway on- ramps as well. This courtesy will help you avoid accident involvement and make the highway a more pleasant place to be.
- Employ the 3 or more second rule! Maintain at least a 3-second following distance from the vehicle ahead under excellent driving conditions. If you encounter adverse conditions of road, traffic, light, visibility, or weather, add a second or two for good measure.
- Do a daily check of the vehicle you drive.
- Immediately report all accidents to your Sales Manager and Human Resources.
- Keep your vehicle and passenger compartment/cab clean.

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## Vehicle Operations Policy

### Cell Phone Use Policy

Cell phone use and text messaging is quickly expanding. While the availability of cell phones on the roadway has benefited in emergency calls, reporting congestions, etc., driver inattention and distraction has been implicated in some traffic accidents. Studies suggest that drivers who use cell phones or text while driving increase their risk of being involved in an accident. To improve the safety of employees, passengers and the public, driving guidelines have been developed for the use of cell phones in vehicles.

- Always practice safe driving by buckling up, keeping your hands on the wheel and your eyes on the road.
- Be familiar with your cell phone features such as speed-dial and redial.
- Hands-free headsets or microphones are suggested while driving.
- Alert the person that you are speaking with that you are operating a vehicle.
- Allow your voice mail to pick up your calls when it is unsafe to answer the car phone.
- Do not use the cellular phone in distracting traffic conditions.
- Cease the use of cellular phone conversations during hazardous situations such as bad weather conditions or congested traffic.
- Never take notes while driving, pull off the road if you must write.
- Do not engage in stressful or emotional conversations while driving.
- Keep conversations brief and limited to business discussions.
- End the call without warning if the traffic situation warrants it.
- **Never** text while driving.
- Stay in the slow lane while talking and do not pass other vehicles. Keep your driving maneuvers simple.
- If you see an emergency situation, pull to the side of the road to make the call to request assistance.

Remember: Safe driving is your first priority. Always assess the traffic conditions. Use the cellular phone when it is safe and convenient.

### Vehicle Maintenance

To ensure the safety of yourself, your passengers and the general public, agents of The Select Group are expected to maintain their vehicles in good mechanical working condition, which includes regularly scheduled inspections and the performance of any necessary maintenance of the engine, tires, brakes, lights, steering and safety equipment. Follow the manufacturers' recommended service guidelines. If unusual circumstances creates a need for more frequent service; do it. Keep a vehicle maintenance log in the vehicle.

### Vehicle Accidents

Accidents are of considerable concern to the Company because:

- Any accident involving an agent, even though minor, involves potential serious personal injury, and affects the safety and well being of everyone involved.
- Accidents are costly and time consuming.
- Accident control is good business.

**If you're involved in a work-related vehicle accident, notify your Branch Manager and Human Resources immediately.**

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## **Vehicle Operations Policy**

### APPENDIX A

#### **A GUIDE TO DETERMINING ACCIDENT PREVENTABILITY**

##### **DEFENSIVE DRIVING**

The concept of defensive driving is “the ability to avoid accidents in spite of the incorrect actions of the other drivers and adverse driving conditions”.

##### **STANDARD OF PERFORMANCE**

Accidents involve so many different factors that it is impossible to set hard and fast rules to classify them as preventable or non-preventable. Each driver must make this determination. In making these decisions, an agent should answer the question "What standard of safe driving performance does the Company expect of me as a representative of the Company?"

*The following paragraphs are offered as a guide in determining the preventability of accidents.*

##### **WITNESS STATEMENTS**

Each driver involved in an accident usually contributes to it in some degree. If the "other driver" admits he was at fault, it usually only means that he sees how he contributed to the situation. Admission of being at fault by the "other driver", a record of the "other driver" being cited for a traffic violation and witness or police statements of exoneration for the company driver are not, in themselves, conclusive evidence to adjudge an accident "non-preventable." It is likely that you as the other driver contributed to the situation in some manner. Statements of exoneration are generally based on legal responsibility without respect to the definition of preventability. Consequently, a careful study must be made of all conditions to determine how the driver in question contributed to the situation by acts of omission or commission. Unless thorough investigation indicates that the driver in question could not have avoided involvement, by reasonable defensive driving practice, the following types of accidents will be regarded as preventable.

##### **INTERSECTIONS**

It is the responsibility of drivers to approach, enter and cross intersections prepared to avoid accidents that might occur through the action of other drivers. Complex traffic movement, blind intersections, or failure of the "other driver" to conform to law or traffic control devices will not automatically discharge an accident as "not preventable." Intersection accidents are preventable even though the driver has not violated traffic regulations. His/Her failure to take precautionary measures prior to entering the intersection are factors to be studied in making a decision. When a driver crosses an intersection and the obvious actions of the "other driver" indicated possible involvement either by reason of his excess speed, crossing his lane in turning, or coming from behind a blind spot, the decision based on such entrapment should be preventable.

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## **Vehicle Operations Policy**

### **BACKING**

Practically all-backing accidents are preventable.

### **FRONT-END COLLISIONS**

Regardless of the abrupt or unexpected stop of the vehicle ahead, a driver can prevent front-end collisions by maintaining a safe following distance at all times. This includes being prepared for possible obstructions on the highway, either in plain view or hidden by the crest of a hill or the curve of a roadway. Overdriving headlights at night is a common cause of front-end collisions. Night speed should not be greater than that which will permit the vehicle to come to a stop within the forward distance illuminated by the vehicle's headlights.

### **REAR-END COLLISIONS**

Investigation often discloses that a driver's risk of being struck from behind by failing to maintain a margin of safety in his own following distance. Rear-end collisions preceded by a roll-back, an abrupt stop at a grade crossing, when a traffic signal changes, or when your driver fails to signal a turn at an intersection, should be charged preventable. Failure to signal intentions or to slow down gradually should be considered preventable.

### **PASSING**

Failure to pass safely indicates faulty judgment and the possible failure to consider one or more of the important factors a driver must observe before attempting the maneuver. Unusual actions of the driver being passed or of oncoming traffic might appear to exonerate a driver involved in a passing accident; however, the entire passing maneuver is voluntary and the driver's responsibility.

### **BEING PASSED**

Sideswipes and cut-offs involving a driver while he/she is being passed are preventable when they fails to yield to the passing vehicle by slowing down or moving to the right where possible.

### **LANE ENCROACHMENT**

A safe driver is rarely a victim of entrapment by another driver when changing lanes. Similarly, entrapment in merging traffic is an indication of unwillingness to yield to other vehicles or to wait for a break in traffic. Blind spots are not valid excuses for lane encroachment accidents. Drivers must make extra allowances to protect themselves in areas of limited sight distances. Squeeze plays causing involvement with parked cars, pillars, and other structures, can be prevented by dropping back when it is apparent that the other driver is forcing the issue or contesting a common portion of the road.

### **GRADE CROSSINGS**

Collisions with fixed rail vehicles, such as trains, streetcars, etc., occurring at grade crossings, in traffic, in a rail yard, switch area, or on private property are the responsibilities of the driver to prevent. When a vehicle is parked across a rail siding, the driver must first determine if it is safe and permissible and, furthermore, must stand by in case conditions change by the movement of rail cars during the parking interval.

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## **Vehicle Operations Policy**

### **OPPOSING VEHICLES**

It is extremely important to check the action of the driver when they are involved in a head-on or sideswipe accident with a vehicle approaching from the opposite direction. Exact location of vehicles, prior to and at the point of impact, must be carefully verified. Even though an opposing vehicle enters your traffic lane, it may be possible for you to avoid the collision. For example, if the opposing vehicle was in a passing maneuver and your driver failed to slow down, stop, or move to the right to allow the vehicle to re-enter his own lane, he has failed to take action to prevent the occurrence. Failing to signal the opposing driver by flickering the headlights or sounding the horn should also be taken into account.

### **TURNING**

Turning movements, like passing maneuvers, require the most exacting care by a driver. "Squeeze plays" at the left or right turns involving other vehicles, scooters, bicycles, or pedestrians are the responsibility of the driver making the turn. Failure to signal, to properly position the vehicle for the turn, to check the rearview mirrors, to check pedestrian lanes, or to take precautionary action from tip-offs from the other vehicle immediately preceding the incident. U-turns that result in a collision are preventable

### **PASSENGER ACCIDENTS**

Passenger accidents are preventable when they are caused by faulty operation of the vehicle. Even though the incident did not involve a collision of the vehicle, it must be considered preventable when the driver stops, turns, or accelerates abruptly. Emergency action by the driver to avoid a collision that results in passenger injury should be checked to determine if proper driving prior to the emergency would have eliminated the need for the evasive maneuver.

### **PEDESTRIANS**

Traffic regulations and court decisions generally favor the pedestrian hit by a moving vehicle. An unusual route of a pedestrian at mid-block or from between parked vehicles does not necessarily relieve a driver from taking precautions to prevent such accidents. Whether speed limits are posted or the area is placarded with warning signs, speed too fast for conditions may be involved. School zones, shopping areas, residential streets, and other areas with special pedestrian traffic must be traveled at reduced speeds equal to the particular situation. Bicycles, motor scooters and similar equipment are generally operated by young and inexperienced operators. The driver who fails to reduce his speed when this type of equipment is operated within his sight-distance has failed to take the necessary precautions to prevent an accident. Keeping within posted speed limits is not taking the proper precaution when unusual conditions call for voluntary reduction of speed.

### **WEATHER**

Adverse weather conditions are not a valid excuse for being involved in an accident. Rain, snow, fog, sleet, or icy pavement have never caused an accident. These conditions merely increase the hazards of driving. Failure to adjust driving to the prevailing weather conditions, or to "call it a day" when necessary, should be cause for deciding an accident preventable.

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## **Vehicle Operations Policy**

### **ALLEYS, DRIVEWAYS, AND PLANT ENTRANCES**

Accidents involving traffic originating from alleys, driveways, plant entrances, and other special interesting locations should be carefully analyzed to determine what measures the driver might have taken to avoid the occurrence. Failure to slow down, sound a warning or to yield to the other driver can be considered cause to judge such an accident preventable.

### **FIXED OBJECTS**

Collisions with fixed objects are preventable. They usually involve failure to check or properly judge clearances. New routes, strange delivery points, resurfaced pavements under viaducts, inclined entrances to docks, marquees projecting over traveled section of road, and similar situations are not, in themselves, valid reasons for excusing a driver from being involved. He/She must be constantly on the lookout for such conditions and make the necessary allowances.

### **PARKING**

Unconventional parking locations, including double parking, parking, failure to put out warning devices, etc. generally constitute evidence for judging an accident preventable. Rollaway accidents from a parked position normally should be classified preventable. This includes unauthorized entry into an unlocked and unattended vehicle, failure to properly block wheels or to turn wheels toward the curb to prevent vehicle movement.

### **MECHANICAL FAILURE**

Any accident caused by mechanical failure that reasonably could have been detected by the driver, but went unheeded should be judged preventable. It is the driver's responsibility to be cognizant of unsafe vehicle conditions requiring repairs and to take immediate actions to have the repairs made where continued operation might result in an accident. When mechanical difficulties occur unexpectedly during a trip, and a driver upon discovery, fails to cease use of the vehicle and/or park the vehicle at the side of the roadway prior to an accident, the accident is preventable. An accident caused by mechanical failure that results from abusive driving should be considered preventable.

### **NON-COLLISION**

Many accidents, such as overturning, jack-knifing, or running off the road, may result from emergency action by the driver to preclude being involved in a collision. Examination of his driving procedure prior to the incident may reveal speed too fast for conditions, or other factors. The driver's actions prior to involvement should be examined for possible errors or lack of defensive driving practice.

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## Vehicle Operations Policy

### APPENDIX "B" WHAT TO DO AT THE ACCIDENT SCENE

In spite of the best of our efforts to avoid an accident we must realize they can happen and we must be prepared when they do. If you are involved in a vehicle accident, do the following:

- Stop immediately.
- If you are not injured, protect the accident scene to prevent other vehicles from becoming involved. Put out emergency reflectors or flares.
- Call or send for help and the police.
- Render first aid, if you are certified to do so.
- Hand out witness cards and get names, addresses, and telephone numbers of witnesses.
- Do not admit liability at the accident scene.
- Take photographs of the accident scene, if possible.

In many cases, determining the person at fault for an accident is done only after extensive investigation. Be courteous to others at the scene, but never take the blame. Let the investigators determine that. Also, do not discuss the details of the accident with anyone other than a licensed authority such as a police officer or your insurance company representative or broker.

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## Vehicle Operations Policy

### STATEMENT OF UNDERSTANDING

I have received and reviewed the The Select Group's Vehicle Operations Policy, and I agree to comply with it as it pertains to my position.

---

Sales Associate Name (Please Print)

---

Sales Associate Signature

---

Date

---

Company

---

Office Location

---

Manager Name (Please Print)

---

Manager Signature

---

Date





Independent Contractor Name: \_\_\_\_\_

Date: \_\_\_\_\_

As an added benefit of my affiliation with The Select Group, I will receive a \$5,000,000 umbrella liability insurance policy on top of my personal \$200,000/\$500,000 liability auto policy while engaged in Real Estate sales activities. The following form is necessary for the company to provide you with this benefit.

I am aware that motor vehicle reports will be obtained as part of my affiliation with The Select Group of Companies. Initially upon joining The Select Group, my motor vehicle report will be acquired by the Company through the DMV's Employer Pull Notice Program for the purpose of assessing my insurability under the Company's \$5,000,000 liability insurance policy.

In addition, I understand my motor vehicle report will be reviewed annually by USI Insurance Services, or its insurance company representatives(s), and may include personal information obtained from state motor vehicle departments, my driving record, an assessment of my insurability for the insurance program, or other consumer reports related to my insurability.

By signing this letter, I hereby provide my authorization for The Select Group of Companies and their insurance company representative(s) to procure such information and reports, as well as additional reports about me annually and from time-to-time as deemed appropriate, to evaluate my insurability.

Sincerely,

\_\_\_\_\_  
Signature Independent Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name as it appears on Driver's License

\_\_\_\_\_  
Driver's License Number/State of Issuance

\_\_\_\_\_  
Date of Birth



## EMPLOYER PULL NOTICE PROGRAM

### AUTHORIZATION FOR RELEASE OF DRIVER RECORD INFORMATION

#### SECTION 1 — DRIVER INFORMATION

I, \_\_\_\_\_, California Driver License Number, \_\_\_\_\_,  
hereby authorize the California Department of Motor Vehicles (DMV) to disclose or otherwise make available, my driving  
record, to my employer, \_\_\_\_\_  
COMPANY NAME

I understand that my employer may enroll me in the Employer Pull Notice (EPN) program to receive a driver record report  
at least once every twelve (12) months or when any subsequent conviction, failure to appear, accident, driver's license  
suspension, revocation, or any other action is taken against my driving privilege during my employment.

I am not driving in a capacity that requires mandatory enrollment in the EPN program pursuant to *California Vehicle Code*  
(CVC) §1808.1(k). I understand that enrollment in the EPN program is in an effort to promote driver safety, and that my driver  
license report will be released to my employer to determine my eligibility as a licensed driver for my employment.

EXECUTED AT: CITY \_\_\_\_\_ COUNTY \_\_\_\_\_ STATE \_\_\_\_\_

DATE \_\_\_\_\_ SIGNATURE OF EMPLOYEE  
**X**

#### SECTION 2 — AUTHORIZED REPRESENTATIVE CERTIFICATION

I, \_\_\_\_\_, of \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE COMPANY NAME

do hereby certify under penalty of perjury under the laws in the State of California, that I am an authorized representative  
of this company, that the information entered on this document is true and correct, to the best of my knowledge and that I  
am requesting driver record information on the above individual to verify the information as provided by said individual. This  
record is to be used by this employer in the normal course of business and as a legitimate business need to verify information  
relating to a driving position not mandated pursuant to CVC §1808.1. The information received will not be used for any unlawful  
purpose. I understand that if I have provided false information, I may be subject to prosecution for perjury (*Penal Code* §118)  
and false representation (CVC §1808.45). These are punishable by a fine not exceeding five thousand dollars (\$5,000) or  
by imprisonment in the county jail not exceeding one year, or both fine and imprisonment. I understand and acknowledge  
that any failure to maintain confidentiality is both civilly and criminally punishable pursuant to CVC §§1808.45 and 1808.46.

EXECUTED AT: CITY \_\_\_\_\_ COUNTY \_\_\_\_\_ STATE \_\_\_\_\_

DATE \_\_\_\_\_ SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE  
**X**

To obtain a driver record on a prospective employee you may submit an INF 1119 form. To add this driver to the EPN Program  
you must submit the applicable forms: INF 1100, INF 1102, INF 1103, INF 1103A form. You may obtain forms at our website  
at [dmv.ca.gov/otherservices](http://dmv.ca.gov/otherservices), or by calling 916-657-6346.

**PLEASE RETAIN AT THE EMPLOYER'S PRINCIPAL PLACE OF BUSINESS AND  
MAKE AVAILABLE UPON REQUEST TO DMV STAFF.**

DO **NOT** RETURN THIS FORM TO DMV.



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## LOOPNET ACCOUNT PAYMENT AGREEMENT

As an agent with the Select Group I, \_\_\_\_\_, hereby agree to pay \$119.99 per month for my own personal account with Loopnet. This is a one-year agreement, payable in 12 monthly payments and will be included in your monthly office bills, beginning \_\_\_\_\_ and ends \_\_\_\_\_. Without written request to terminate this agreement within 30 days of the ending date it will automatically renew for another one-year term.

Any agent who fails to pay this charge no later than the first day of the month following the billing, will be dropped from the service. There will be a reinstatement handling fee of \$50.00 charged every time an agent who has been dropped asks to rejoin.

It is understood that we are treating Loopnet service as the commercial real estate industry's MLS service and Select has made arrangements to set up this corporate account. The contract we will be signing is based on a charge of \$199 per month for the first broker (Ron Hoy) and \$119.99 each per month for every individual agent who signs up for his/her own account.

Your individual account will be branded to you specifically, but must be branded with your respective company brand, i.e: CENTURY 21 Select Real Estate or Coldwell Banker Select Real Estate as well.

This account allows us the privilege of unlimited listings. There will be training provided by Loopnet so that you can derive the maximum benefit from this product.

\_\_\_\_\_  
Select Associate /Associate Broker Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Select Manager Signature

\_\_\_\_\_  
Date

# REALTOR<sup>®</sup> Safety Pledge

---

## Because I...

Care about my personal safety more than a commission check

Care about the safety of other real estate agents in the industry who might be impacted by my practices

Recognize that hosting open houses places me in an unnecessarily unsafe position

Realize that even though I may not feel unsafe, that some of my practices help set expectations from the public which place my colleagues at risk

Recognize that showing a home to strangers whom I have not met or have not submitted identification is an unnecessary risk to take

Owe it to myself, my family, and my colleagues to implement safe showing practices

## I pledge to...

Under no circumstances show a home to a stranger without first meeting them at the office or asking them to submit identification.

Educate my clients that open houses are a safety concern both for the home owner and myself.

Limit open houses as a marketing strategy and/or make prudent and safe decisions about my open house marketing efforts.

Follow my intuition, and not step into situations that I feel uneasy about.

Use the buddy system whenever I am unsure or uneasy about a showing or meeting.

Make myself available to my fellow agents as a "showing-buddy" should they ever feel the need to take someone along or feel unsafe.

Seriously consider the nature of my personal marketing, and its potential impact on my safety.

Agent Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_



FOUNDATION

[www.BeverlyCarterFoundation.org](http://www.BeverlyCarterFoundation.org)



## **EMPLOYEE ACKNOWLEDGEMENT OF THE**

### **MEDICAL PROVIDER NETWORK**

In order to provide the most timely and suitable quality medical care in the event of an injury on the job, we have instituted a Medical Provider Network for Workers' Compensation.

The following procedures must be followed for all work related injuries and illnesses.

- Report promptly any work related injury to the supervisor.
- For a referral to a medical provider specialist, contact your employer or claims adjuster.
- Ensure all medical treatment is handled only through the MPN (Medical Provider Network) unless otherwise authorized.
- Direct all questions about the level of care to the PCP (Primary Care Physician), who is the focal point for all medical treatment.
- A directory of medical care providers is available at my request through my employer.

Please sign below to indicate that you have read and understand the procedures to follow in the event of an injury and your duties under our Medical Provider Network.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Employee Number

**A COPY OF THE MPN DIRECTORY IS AVAILABLE FROM YOUR EMPLOYER OR ADJUSTER UPON YOUR REQUEST.**

## **RECONOCIMIENTO DEL EMPLEADO DE LA**

### **MEDICAL PROVIDER NETWORK**

Para brindar atención médica de la más rápida y de apropiada calidad en el evento de una lesión ocasionada en el trabajo, hemos instituido una Red de Proveedores Médicos para Compensación Laboral.

Los procedimientos siguientes deben ser seguidos para todas las lesiones y enfermedades ocasionadas en el trabajo.

- Reporte inmediatamente a su supervisor cualquier lesión ocasionada en el trabajo.
- Para una referencia a un médico especialista, comuníquese con su empleador o ajustador de reclamos.
- Cerciórese que todo tratamiento médico sea manejado únicamente por la MPN (Red de Proveedores Médicos), a menos que de otro modo autorizado
- Dirija toda pregunta sobre el nivel de cuidado al PCP (Primary Care Physician – Médico de Cabecera), quien es el punto de referencia para todo tratamiento médico.
- Un directorio de proveedores de cuidado médico está disponible al solicitarlo a través de mi empleador.

Por favor firmar abajo para indicar que usted ha leído y entendido los procedimientos que se siguen en el evento de una lesión y sus responsabilidades bajo nuestra Red de Proveedores Médicos.

\_\_\_\_\_  
Nombre en Imprenta

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Firma del Empleado

\_\_\_\_\_  
Empleador

\_\_\_\_\_  
Número del Empleado

**UNA COPIA DEL DIRECTORIO DE LA MPN ESTA DISPONIBLE DE SU EMPLEADOR O AJUSTADOR AL SOLICITARLO.**

# EMPLOYEE MPN INFORMATION

This information is being provided to you to explain your rights and responsibilities should you have an accident at work. You will also receive a copy of this notice at the time of injury.

- The California Workers' Compensation Regulation requires employees to utilize the Medical Provider Network (doctors, hospitals, ancillary services) who are part of a Medical Provider Network or MPN. The Medical Provider Network has been selected for treatment of work related injuries.

## Employer Contact:

Contact Name: Jacob Seehoffer

Telephone Number: 800.966.5307

Address: 600 City Parkway West

City, State, Zip: Orange, CA 92868

## If you are injured on the job...

1. Report your injury to your supervisor/manager *immediately*.  
**IN CASE OF EMERGENCY SEEK IMMEDIATE MEDICAL ATTENTION AT THE NEAREST EMERGENCY FACILITY.**
2. You may be asked to provide information such as...
  - Your Name
  - Your Home Address, City, State, Zip, County, Telephone Number
  - Date of Birth
  - Social Security Number
  - Date, Time, Location and Nature of Injury
3. If you require medical treatment, A **Medical Provider Network physician** (or other health care provider) is available for you to see. The MPN network provider will become your primary care physician and will provide the necessary and appropriate treatment for your work related injury. Your primary care physician will direct your care overall and refer to specialists as required within the MPN. A **CorVel** nurse may be assigned to interact with you, your provider and employer. The MPN network, listing of the health care providers, is available from your employer MPN contact person, your claims adjuster, or online at [www.corvel.com](http://www.corvel.com) – under "Employees" heading, choose California from the drop down box. At any time you are choosing a physician, you have the right to select from the entire MPN.
4. If you are on Business-Related Travel or away from your work site when an injury occurs, call your supervisor/manager to report your injury immediately. They will help you in seeking medical attention. **In case of emergency seek immediate medical attention at the nearest emergency facility.**
5. If you are traveling, or now live outside the MPN geographical area, you will be supplied with at least three physicians within the access standards to choose from for your medical treatment. If there are not three MPN physicians within the access standards available to treat you, you may be allowed to use a non-MPN provider. You have the right to change physicians and obtain a 2<sup>nd</sup> or 3<sup>rd</sup> opinion from among the referred physicians.
6. Unless you pre-designated a personal physician you may only use physicians within the MPN. See exceptions in Transfer of Care and Continuity of Care policies.
7. If you are having trouble scheduling an appointment with a provider within the MPN, contact your employer MPN contact, claims adjuster, or your case manager, if assigned, for assistance in getting an appointment scheduled for you.
8. If you require a referral to a specialist, (orthopedist, dermatologist, etc.), contact your employer MPN contact, claims adjuster, or your case manager, if assigned, for assistance in selecting and scheduling an appointment with a specialist.
9. Appointments for initial treatment will be available within 3 business days of your request. Non-emergency appointments with specialists will be available within 20 business days or receipt of referral.

## ADDITIONAL INFORMATION REGARDING YOUR RIGHTS UNDER THE CALIFORNIA MPN.

You will be provided notification upon transfer into the MPN. You may go to a specialist outside the MPN if your primary treating MPN physician refers you to a specialist outside the network. You may also choose your own specialist from within the MPN network independent of any referral by your treating physician or provider.

## EMPLOYEE REQUEST FOR A SECOND/THIRD MEDICAL OPINION

You have the opportunity to request and obtain a second and a third medical opinion within the provider network if you have a disagreement with the treatment or diagnosis. During this process, you must continue to receive your treatment with your current treating physician, or another provider of your choice within the MPN. To view the entire list of MPN providers, you may log onto [www.corvel.com](http://www.corvel.com) as described in page 1, number 3. This process is as follows:

1. If you disagree with the treatment plan or diagnosis you can request a 2<sup>nd</sup> or 3<sup>rd</sup> medical opinion.
2. A request is generated from the employee either by phone or in writing to the Claims Adjuster.
3. The request is received by the Claims Adjuster who will provide a regional area listing of providers within the network for you to choose from. At any time you have the right to choose a physician from the entire MPN network or from the list provided.
4. You must schedule an appointment with one of the physicians from the supplied list or from the entire MPN within (60) sixty days, or it shall be deemed that you have waived your right to the second opinion process with regard to this disputed diagnosis or treatment. At any time you are choosing a physician, you have the right to select from the entire MPN.
5. Once you have obtained an appointment, you must notify your claims adjuster of the physician, the appointment date and time.
6. If the appointment is not made within 60 days of receipt of the list of available MPN providers, then you shall be deemed to have waived the second and/or third opinion process.
7. During this process, you are required to continue your treatment with the treating physician or a physician of your choice within the MPN.
8. If the 2<sup>nd</sup> or 3<sup>rd</sup> opinion physician determines that your injury is outside the scope of their practice, you will be provided with a new list of MPN providers and/or specialists.
9. If you disagree with the 2<sup>nd</sup> opinion, then you can request a 3<sup>rd</sup> opinion and follow Steps 2-5 as above.
10. If you disagree with the diagnosis or treatment of the third opinion physician, you may request an Independent Medical Review. At the time you request a third opinion, your employer, MPN contact or adjuster will give you information on requesting an Independent Medical Review and the form.
11. At the time of your selection of your third opinion physician, you will be supplied with information on how to request an independent medical review, along with an application for Independent Medical Review for you to complete, should you disagree with the third opinion.
12. The claims adjuster will contact the treating physician, provide a copy of the medical records or send the necessary records to the second and/or third opinion physician prior to the appointment date. Upon your request, you can receive a copy of the medical records from your claims adjuster.
13. The second/third opinion physician will be notified in writing that he or she has been selected to provide a second/third opinion and the nature of the dispute with a copy to you.
14. A copy of the written report shall be provided to the employee, the person designated by the employer or insurer, and the treating physician within 20 days of the date of the appointment or receipt of the results of the diagnostic tests, whichever is later.
15. You may obtain the recommended treatment within the MPN. If you choose you may obtain the recommended treatment by changing physicians to the second opinion physician, third opinion physician, or another MPN physician.

## CHANGING YOUR PHYSICIAN

You are allowed to change to another provider if you would like to change providers for any other reason than listed above under Employee Request for a Second/Third Opinion. Your request may be directed to your Nurse case Manager or your Claims Adjuster. The provider must be within the Medical Provider Network. If you require a referral to a specialist, (orthopedist, dermatologist, etc.), contact your employer MPN contact, claims adjuster, or your case manager, if assigned, for assistance in selecting and scheduling an appointment with a specialist. The specialist you choose can be from the entire MPN.

## **TRANSFER OF ONGOING CARE INTO MPN**

If you are being treated for an occupational injury or illness by a physician or provider prior to your enrollment into your employer's medical provider network (MPN), and your physician or provider becomes a provider or already is an MPN provider, the MPN/employer will notify you that your treatment is being provided by your physician or provider under the provisions of the MPN. You may request a complete copy of the Transfer of Ongoing Care policy from your employer or MPN. Some circumstances that may allow continued treatment with the terminated provider include an acute condition, a serious chronic condition, a terminal illness, or performance of a surgery or other procedure that is authorized by the insurer or employer as part of a documented course of treatment and has been recommended and documented by the provider to occur within 180 days of the MPN coverage effective date.

A dispute resolution policy is included in the Transfer of Ongoing Care policy. You may request a complete copy of the Transfer of Ongoing Care policy from your employer or MPN.

## **ACCESS STANDARDS**

You have a right to access to MPN providers that are located within reasonable distances of your residence or workplace. The MPN must have a primary care physician and a hospital for emergency care within 30 minutes or 15 miles of your residence or workplace and providers of occupational health services and specialists within 60 minutes or 30 miles of your residence or workplace. If at any time you reside or work in a portion of the service area in which health care facilities are located outside the MPN access standards, the employer or MPN treating physician will assist the you in identifying a minimum of three (3) non- MPN providers in the specialty needed and within the access standard distance." If there are not three (3) providers in the needed specialty within the access standard distance you may choose a non-MPN provider.

## **CONTINUITY OF CARE**

If you are treating in a medical provider network and the provider is terminated from participation in the MPN network, you have certain rights to continue your treatment with this terminated provider subject to the conditions set forth in your employer's Continuity of Care policy. Some circumstances that may allow continued treatment with the terminated provider include an acute condition, a serious chronic condition, a terminal illness, or performance of a surgery or other procedure that is authorized by the insurer or employer as part of a documented course of treatment and has been recommended and documented by the provider to occur within 180 days of the contract's termination date.

A dispute resolution policy is included in the Continuity of Care policy. You may request a complete copy of the Continuity of Care policy from your employer or MPN.



## **EMPLOYEE INFORMATION ON THE INDEPENDENT MEDICAL REVIEW PROCESS**

This notice is to inform you of your rights, responsibilities and process in obtaining an Independent Medical Review (IMR). If you disagree with your treatment plan or diagnosis that the third opinion physician rendered, you have the right to request an Independent Medical Review. At the time you request a physician for a third opinion, your MPN contact or Claims Adjuster will provide you with this form covering the Independent Medical Review process. You will also be provided with an "Application for Independent Medical Review" form. The MPN contact or Claims Adjuster will fill out the "MPN Contact section" for you. You will need to complete the "employee section" of the form, indicate on the form whether you are requesting an in-person examination or a records review. You may also list an alternative specialty, if any, that is different from the specialty of the treating physician.

The Administrative Director will select an IMR with an appropriate specialty within 10 business days of receiving your Application for Independent Medical Review form. The Administrative Director's selection of the IMR will be based on the specialty of your treating physician, the alternative specialties listed by you and the MPN contact, and the information submitted with the Application for Independent Medical Review.

If you request an in-person examination, the Administrative Director will randomly select a physician from a list of available independent medical reviewers, with an appropriate specialty, who has an office located within thirty miles of your residential address, to be your independent medical reviewer. If there is only one physician with an appropriate specialty within thirty miles of your residential address, that physician shall be selected to the independent medical reviewer. If there are no physicians with an appropriate specialty who have offices located within thirty miles of your residential address, the Administrative Director will search in increasing file mile increments, until one physician is located. If there are no available physicians with this appropriate specialty, the Administrative Director may choose another specialty based on the information submitted.

If you request a record review, then the Administrative Director will randomly select a physician with an appropriate specialty from the list of available independent medical reviewers to be the IMR. If there are no physicians with an appropriate specialty, the Administrative Director may choose another specialty based on the information submitted.

The Administrative Director will send written notification of the name and contact information of the IMR to you, your attorney, if any, the MPN contact and the IMR. The Administrative Director will send a copy of the completed Application for Independent Medical Review to the IMR.

You, the MPN Contact, or the selected IMR can object within 10 calendar days of receipt of the name of the IMR to the selection if there is a conflict of interest as defined by section 9768.2. If the IMR determines that they do not practice the appropriate specialty, the IMR shall withdraw within 10 calendar days of receipt of the notification of selection. If the conflict is verified or the IMR withdraws, the Administrative Director will select another IMR from the same specialty. If there are no available physicians with the same specialty, the Administrative Director may select an IMR with another specialty based on the information submitted and in accordance with the procedure set forth for an in-person examination and for a records review.

If you request an in-person examination, within sixty calendar days of receiving the name of the IMR, you must contact the IMR to arrange an appointment. If you fail to contact the IMR for an appointment with sixty calendar days of receiving the name of the IMR, then you will be deemed to have waived the IMR process with regard to this disputed diagnosis or treatment of this treating physician. The IMR shall schedule an appointment with you within thirty calendar days of the request for an appointment, unless all parties agree to a later date. The IMR shall notify the MPN contact of the appointment date.

Should you decide to withdraw the request for an independent medical review, you need to provide written notice to the Administrative Director and the MPN contact.

During this process, the employee shall remain within the MPN for treatment pursuant to section 9767.6.

The MPN Contact shall send all relevant medical records to the IMR. The MPN Contact shall also send a copy of the documents to the covered employee. The employee may furnish any relevant medical records or additional materials to the Independent Medical Reviewer, with a copy to the MPN contact as set forth in 8 CCR Section 9768.11(a). If you have requested an in-person examination and a special form of transportation is required because of your medical condition, the MPN contact will arrange it for you. The MPN Contact shall furnish transportation and arrange for an interpreter, if necessary, in advance of the in-person examination. All reasonable expenses of transportation shall be incurred by the insurer or employer pursuant to Labor Code section 4600. Except for the in-person examination itself, the independent medical reviewer shall have no ex parte contact with any party. Except for matters dealing with scheduling appointments, scheduling medical tests and obtaining medical records, all communications between the independent medical reviewer and any party shall be in writing with copies served on all parties.

If the IMR requires further tests, the IMR shall notify the MPN Contact within one working day of the appointment. All tests shall be consistent with the medical treatment utilization schedule adopted pursuant to Labor Code section 5307.27 or, prior to the adoption of this schedule, the ACOEM guidelines, and for all injuries not covered by the medical treatment utilization schedule or the ACOEM guidelines, in accordance with other evidence based medical treatment guidelines generally recognized by the national medical community and that are scientifically based.

The IMR may order any diagnostic tests necessary to make their determination regarding medical treatment or diagnostic services for the injury or illness but shall not request you to submit to an unnecessary exam or procedure. If a test duplicates a test already given, the IMR shall provide justification for the duplicative test in their report. If you fail to attend an examination with the IMR and fail to reschedule the appointment within five business days of the missed appointment, the IMR shall perform a review of the records and make a determination based on those records.

If you fail to attend an examination with the IMR and fail to reschedule the appointment within five business days of the missed appointment, the IMR shall perform a review of the records and make a determination based on those records.

The IMR will serve the report on the Administrative Director, the MPN Contact, you, your attorney, if any, within twenty days after the in - person examination or completion of the records review.

If the disputed health care service has not been provided and the IMR certifies in writing that an imminent and serious threat to the health of you exists, including, but not limited to, the potential loss of life, limb, or bodily function, or the immediate and serious deterioration of you, the report shall be expedited and rendered within three business days of the in-person examination by the IMR.

Subject to approval by the Administrative Director, reviews not covered above, may be extended for up to three business days in extraordinary circumstances or for good cause. Extensions for good cause shall be granted for; medical emergencies of the IMR or the IMR's family; death in the IMR's family; or natural disasters or other community catastrophes that interrupt the operation of the IMR's office operations.

Utilizing the medical treatment utilization schedule established pursuant to Labor Code section 5307.27 or, prior to the adoption of this schedule, the ACOEM guidelines, and taking into account any reports and information provided, the IMR shall determine whether the disputed health care service is consistent with the recommended standards. For injuries not covered by the medical treatment utilization schedule or by the ACOEM guidelines, the treatment rendered shall be in accordance with other evidence-based medical treatment guidelines which are generally recognized by the national medical community and scientifically based.

The IMR should not treat or offer to provide medical treatment for this injury or illness for which they have done an independent medical review evaluation for you unless a medical emergency arises during the in-person examination.

Neither you nor the employer nor the insurer shall have any liability for payment for the independent medical review which was not completed within the required timeframes unless you and the employer each waive the right to a new independent medical review and elect to accept the original evaluation.

The Administrative Director shall immediately adopt the determination of the independent medical reviewer and issue a written decision within five business days of receipt of the report.

The parties may appeal the Administrative Director's written decision by filing a petition with the Workers' Compensation Appeals Board and serving a copy on the administrative Director, within twenty days after receipt of the decision.

If the IMR agrees with the diagnosis, diagnostic service or medical treatment prescribed by the treating physician, you shall continue to receive treatment with physicians within the MPN.

If the IMR does not agree with the disputed diagnosis, diagnostic service or medical treatment prescribed by the treating physician, you shall seek medical treatment with a physician of your choice either within or outside the MPN. If you choose to receive medical treatment with a physician outside the MPN, the treatment is limited to the treatment recommended by the IMR or the diagnostic service recommended by the IMR. The medical treatment shall be consistent with the medical treatment utilization schedule established pursuant to Labor Code section 5307.27 or, prior to the adoption of this schedule, the ACOEM guidelines. For injuries not covered by the medical treatment utilization schedule or by the ACOEM guidelines, the treatment rendered shall be in accordance with other evidence-based medical treatment guidelines which are generally recognized by the national medical community and scientifically based. The employer or insurer shall be liable for the cost of any approved medical treatment in accordance with Labor Code section 5307.1 or 5307.11.

## PREDESIGNATION OF PERSONAL PHYSICIAN

In the event you sustain an injury or illness related to your employment, you may be treated for such injury or illness by your personal medical doctor (M.D.), doctor of osteopathic medicine (D.O.) or medical group if:

- your employer offers group health coverage;
- the doctor is your regular physician, who shall be either a physician who has limited his or her practice of medicine to general practice or who is a board-certified or board-eligible internist, pediatrician, obstetrician-gynecologist, or family practitioner, and has previously directed your medical treatment, and retains your medical records;
- your "personal physician" may be a medical group if it is a single corporation or partnership composed of licensed doctors of medicine or osteopathy, which operates an integrated multispecialty medical group providing comprehensive medical services predominantly for non-occupational illnesses and injuries;
- prior to the injury your doctor agrees to treat you for work injuries or illnesses;
- prior to the injury you provided your employer the following in writing: (1) notice that you want your personal doctor to treat you for a work-related injury or illness, and (2) your personal doctor's name and business address.

You may use this form to notify your employer if you wish to have your personal medical doctor or a doctor of osteopathic medicine treat you for a work-related injury or illness and the above requirements are met.

### NOTICE OF PREDESIGNATION OF PERSONAL PHYSICIAN

**Employee: Complete this section.**

To: \_\_\_\_\_ (Name of Employer) If I have a work-related injury or illness, I choose to be treated by:

\_\_\_\_\_  
(Name of Doctor)(M.D., D.O., or Medical group)

\_\_\_\_\_  
(street address, city, state, ZIP)

\_\_\_\_\_  
(telephone number)

Employee Name (please print): \_\_\_\_\_

Employee's Address: \_\_\_\_\_

Employee's Signature \_\_\_\_\_ Date: \_\_\_\_\_

**Physician: I agree to this Pre-designation:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Physician or Designated Employee of the Physician or Medical Group)

The physician is not required to sign this form, however, if the physician or designated employee of the physician or medical group does not sign, other documentation of the physician's agreement to be predesignated will be required pursuant to Title 8, California Code of Regulations, section 9780.1(a)(3).

Title 8, California Code of Regulations, section 9783.  
(Optional DWC Form 9783 March 1, 2007)