

# **COLDWELL BANKER MOUNTAIN PROPERTIES**

## **Colorado Licensee Manual: Supplemental Addendum to the Office Policy Manual**

**Adopted and issued by Kayden Hyson, Employing Broker**

**December 1, 2025**

### **1. INTRODUCTION**

This Licensee Manual serves as a supplemental addendum to the Coldwell Banker Mountain Properties (“Company” and/or “Brokerage Firm”) Office Policy Manual dated October 23, 2025. While the Office Policy Manual is a formal, attorney-drafted agreement that sets forth the governing policies of the Brokerage Firm, this supplemental addendum is authored by the Employing Broker (“Broker”) to provide practical guidance and day-to-day expectations for Licensees. All definitions, terms, and interpretations established in the Office Policy Manual carry the same meaning and effect within this Licensee Manual. In the event of any conflict, the Office Policy Manual shall govern.

### **2. LICENSEE AFFILIATION REQUIREMENTS**

#### **a. Licensing**

- i. Licensee shall maintain [his or her own] real estate license.
- ii. Licensee shall meet all Continuing Education (“CE”) requirements as established by the Colorado Real Estate Commission.
- iii. Proof of CE compliance shall be the responsibility of the Licensee to keep record of.
- iv. Licensee is responsible for all CE, licensing and license renewal fees, and fees relating to name changes or address changes.
- v. Licensee agrees to adhere to the governing rules and regulations of the Colorado Real Estate Commission.

#### **b. REALTOR® Membership Requirement**

- i. Licensee agrees to become and maintain membership with the local association of REALTORS®, Colorado Association of REALTORS®, the

National Association of REALTORS® and to be responsible for all applicable dues and fees.

- ii. Licensee expressly understands that they may choose to join any Board/Association in which the Broker holds membership including:
  - Altitude REALTORS®
  - Durango Area Association of REALTORS®
  - Grand County Association of REALTORS®
  - Gunnison-Crested Butte Association of REALTORS®
  - Vail Board of REALTORS®
- iii. Licensee agrees to abide by the rules and regulations of these organizations to which the Broker must adhere as a member thereof.
- iv. Licensee agrees to adhere to the Code of Ethics of the National Association of REALTORS®

### **3. ERRORS & OMISSION INSURANCE (E&O)**

Each Licensees will be charged for the E&O coverage at the beginning of each year. The Brokerage Firm, at its option, may offer a program to collect this expense over an extended period.

### **3. COMPENSATION POLICY**

- a. The Brokerage 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.
- b. The compensation rates of the Brokerage Firm are based upon the cost of the services we provide, the values of these services to our clients and competitive market conditions. Our compensation rates are not determined by agreement with, or recommendation or suggestion from any person not a party to a listing agreement with our firm.

The Brokerage Firm strongly encourages Licensees to obtain 3% buyer and seller listing compensation to the Brokerage Firm based on the services we provide. Due to competitive market conditions the Licensee is allowed to reduce the listing

compensation down to 2.5% without the Broker or Managing Broker's prior approval.

However, in the event that the Licensee reduces the Brokerage Firm's compensation to less than 2.5% without the prior approval, the Brokerage Firm, at its sole discretion, may elect to treat the Brokerage Firm's portion of the compensation with the Licensee as if the compensation was 2.5%, paying the remaining portion, minus any fees owed by the Licensee, to the Licensee.

Licensee shall explain to the seller that sales compensation is negotiable, but we do have a minimum that we charge to provide our services.

Licensee will also discuss with the seller the issue of the seller offering compensation to a buyer's agent, the pros and cons of offering such compensation, and that it is entirely up to the seller to decide whether the seller wishes to offer any such compensation to the buyer's agent, and at what level.

- c. Licensees affiliated with the Brokerage Firm shall not participate in any discussion with any persons affiliated with or employed by any other real estate firm concerning the compensation rates charged by this firm, or any other real estate firm in our community. Compensation should only be discussed with individuals within the Brokerage Firm or with the client in the course of discussing or negotiating a listing agreement.
- d. When soliciting a listing, or negotiating a listing agreement, no Licensee affiliated with the Brokerage 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 compensation rates are uniform or "standard" within the Brokerage Firm's marketing area(s).
- e. When soliciting, or negotiating a listing agreement, no Licensee affiliated with the Brokerage Firm shall disparage the business practices of any other real estate firm, nor suggest that this firm, or any other office, will not cooperate with any other real estate firm. Listing presentations shall focus exclusively upon the level of service and professionalism provided by the Brokerage Firm, 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 the Brokerage Firm's marketing area(s). Likewise, any Licensee that is invited by a potential client to compare the

Brokerage Firm's services with those of any other real estate firm should do so by emphasizing the nature and quality of the services Brokerage Firm provide.

- f. Whenever a Licensee is unsure about the proper way to respond to the concerns of an actual or potential client or customer, or whenever a Licensee has been present during an unauthorized discussion of fees or "commissions", the Licensee should contact the Broker or Managing Broker immediately. If necessary, the Broker or Managing Broker will consult Brokerage Firm's attorney.

#### **4. COMPENSATION STRUCTURE TO LICENSEE**

As Independent Contractors, Licensees receive compensation in the form of commissions based upon their personal productivity and their individual Commission Plan as described as Exhibit B of the Independent Contractor Agreement.

#### **5. GENERAL MARKETING PROVISION**

Licensees are strongly encouraged to use the Company's marketing department for all marketing materials and collateral, including but not limited to just-listed/just-sold postcards, property flyers and brochures, social-media templates, newsletters, property email blasts to other Board/Association participants, prospect-farming pieces, and for-sale signage. All listings must feature professional real estate photography to ensure consistent quality and presentation.

All Licensees affiliated with the Broker and Brokerage Firm are required to comply with the marketing and brand-identity standards of Select Group Real Estate Companies ("Select") and Coldwell Banker Real Estate LLC. The CBMP logo is owned and trademarked by Coldwell Banker Real Estate LLC and must be used only in accordance with the design rules and brand guidelines established by each entity, respectively.

#### **6. NON-SOLICITATION POLICY**

Statement of Non-Solicitation of Licensee's clients and prospects entered into The Select Group of Real Estate Companies ("Select"), which includes Coldwell Banker Mountain Properties computer programs:

This agreement shall serve as an addendum to each Licensee's Independent Contractor Agreement, and their assistant's, by and between Select and each Licensee.

Select hereby agrees and confirms that the email addresses of a Licensee's 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 Licensee.

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 a Licensee's tenure with Select and continuing for a period of three (3) years from date of termination of Licensee's association with Select.

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 Licensee 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 Licensee's database.

## **7. COMPANY MAINTAINED & PROVIDED EMAIL**

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

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

Licensees may choose to use an alternate email provider for personal reasons, but the Company provided email address must be used for all business-related emails. In the event that a Licensee uses an email service that is not provided and protected by Select transaction communication, the undersigned Licensee agrees to assume 100% of the responsibility/liability for any fraud or losses incurred by clients, customers or Select

caused or created by a breach of the Licensee's email, and shall hold the Company harmless for any resulting claims.

## **8. COMPANY MAINTAINED & PROVIDED WEBSITE**

All Licensees receive a hosted personal URL, IDX and full website.

- a. Licensees 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 customizable by the Licensee.
- c. If the Licensee decides to use their own website, the following shall apply:

All licensee custom websites, not having the Coldwell Banker-supplied privacy and terms of use notices, shall utilize the Privacy Policy and Terms of Use language as provided by Frascona, Joiner, Goodman and Greenstein, P.C., and shall not rely on such language from the website designer. This will ensure that we, as a company, are in compliance and that all such custom websites have the same policy and terms. All such custom websites shall display the Brokerage prominently on each page and, before publication, be subject to the review by the Brokerage Firm's marketing department for compliance.

## **9. PREPARING BROKER PRICE OPINIONS OR CMAs**

Even though Licensees are allowed by the Commission to prepare certain valuations for client, these can easily be prepared incorrectly and can lead to liability for both the Licensee and the Brokerage Firm.

Valuations prepared by Licensees will be referred to as either "Broker's Price Opinion" or "Broker's Estimate of Value" to avoid being mistaken as an appraisal, and will contain the following disclosure:

*"This evaluation was prepared by a licensed real estate associate broker and is not an appraisal. This evaluation cannot be used for the purposes of obtaining financing."*

Licensees with less than two years of experience as a Colorado real estate Licensee shall not prepare such opinions of value without the Broker or Managing Broker's consent and approval.

## **10. PERSONAL SALES (corresponds to Section 11 of the Office Policy Manual)**

Licensee agrees that any sale 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 Brokerage Firm. Licensee may participate as a principal in an unlimited number of transactions. The contract must contain the following phrase:

*“Buyer / Seller is a licensed real estate agent in the State of Colorado and is purchasing the Property for his/her personal account.”*

- a. The following charges will apply to all personal sales:
  - i. The Licensee will be responsible for the 7% franchise fee, which shall be listed on the settlement statement.
  - ii. The Licensee will be charged \$999.00 at Closing, payable to the Company, which shall be listed on the settlement statement.
  - iii. To qualify as a “personal sale”, the Licensee must have a majority interest in the property being sold or purchased. The property is not required to be the primary residence.
- b. Licensee expressly acknowledges that regarding activities in connection with or associated with any purchase and/or sale of real estate for the Licensee’s personal account, Licensee specifically agrees to indemnify and hold harmless the Broker and the Brokerage Firm from the consequences of any such activity.
- c. Licensees will not be allowed to represent both parties in a such a transaction.

Licensees 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 personal property, you must either treat the buyer as a customer utilizing the appropriate disclosure or refer the buyer to another Licensee in the Company to assist the buyer. You may receive a referral for that buyer-side.

## **Licensees Selling Their Personal Residential Property:**

The Licensee will:

- i. provide a pre-inspection report to the buyer. Buyer can always hire their own inspector additionally.
- ii. offer a credit to the buyer for their selection of a home warranty plan or provide a home warranty.
- iii. provide a Seller's Property Disclosure.
- iv. it is strongly suggested that the seller provide a limited (30 day) warranty for any smaller issues.

## **Licensee Purchasing Their Listing as a Personal Sale:**

If Licensee wishes to buy their own listing for their personal use (purchasing own listing and discontinuing all marketing of the property), licensee must first seek the Broker or Managing Broker's approval and comply with Commission Position 14 of the Colorado Division of Real Estate, and either terminate the listing contract or amend the listing contract to designate another Licensee in the Brokerage Firm to represent the seller and include the following terms into your contract:

- a. Disclose in writing to the seller that the Licensee will be acting as a principal and that the seller understands that the Licensee previously had access to confidential information about the seller.
- b. Disclose in the contract that the Licensee is a licensed Real Estate Associate Broker in the State of Colorado.
- c. Include in the contract that the Licensee may hold the Property for some time or may immediately resell the Property, and that the Licensee may experience possible losses or profits from such sale. Licensee will absorb any loss or receive any profit from any sale of the Property.
- d. Include in the contract an option for the seller to terminate the contract at any time before or on the day of closing.

Note: A Licensee who purchases the property of a client may lose inspection, appraisal, or other fees if the seller chooses to exercise their right to terminate the contract. If you wish to purchase your own listing as a “guaranteed sale” for the seller (purchasing your own listing and continuing all marketing of the property), you must first seek the Broker or Managing Broker’s approval and comply with Commission Position 14 of the Colorado Division of Real Estate, including the use of the then current Licensee Buy-Out Addendum to the Contract to Buy and Sell Real Estate.

Due to the increased risks of such a transaction, the Broker and Brokerage Firm strongly discourage Licensees from purchasing property under these circumstances.

NOTE: Licensees expressly acknowledges that regarding activities in connection with or associated with any purchase and/or sale of real estate for the Licensee’s personal account, Licensee specifically agrees to indemnify and hold harmless the Broker and Brokerage Firm from the consequences of any such activity.

## **11. PROPERTY MANAGEMENT (*corresponds to Section 14 of the Office Policy Manual*)**

Licensees are not permitted to manage properties for others. Licensees may manage properties that personally own (20% minimum ownership interest as stated in the Office Policy Manual). Clients requiring this service must be referred to a properly licensed property management company.

Licensees managing their own property must always protect the Broker and Brokerage Firm from any ramifications of their business. Tenants may drop off rent at reception. However, Staff may never be engaged by Licensee’s tenants in any discussions or arguments about maintenance, rent, security, deposits, or any other matters of the lessor/lessee relationship. Nor shall the Brokerage Firm’s conference rooms be used for tenant interviews, negotiations or other matters of your personal business, to the exclusion of a colleague doing real estate sales business. Nor shall the Brokerage Firm’s phone numbers, logos, marketing, be used in advertising rentals.

## **12. TRANSACTION MANAGEMENT**

- a. The Broker has a responsibility to monitor your documents from contract to closing. The Broker and Brokerage Firm treat every listing and transaction as if it will be audited either by The Colorado Real Estate Commission or Coldwell Banker Real

Estate LLC (corporate), and timely notifications within our contract management platform regarding Licensee's new listings, listing changes, purchase contracts, etc. are part of the monitoring process. Timely notifications allow us to upload reports, such as MLS history and Coldwell Banker Dash reports, and Licensee's timely response to any such input is mandatory.

- b. All Licensees are required to maintain an active CTMOne account for the purpose of creating, managing, and storing all transaction documents. The cost of the CTMOne subscription is the responsibility of the individual Licensee, and continued use of this platform is mandatory for all brokerage activities.
- c. The Broker will establish a list of all documents required for every transaction file. This list includes those documents that are listed as being required by the Colorado Department of Regulatory Agencies (DORA) and any which are required by the Broker. All such documents will be required to be fully executed and in the transaction file before the will receive any earned commission.

### **13. TRANSACTION COORDINATION SERVICES**

Transaction Coordination is an optional service, offering an enhanced level of management and oversight of your transaction file. Services include:

- a. Document Creation: As licensed professionals, they can create and expedite your transaction documents when you are unavailable - so that Licensee can focus on doing what they do best.
- b. Detailed Auditing: Robust systems allow smooth processes to ensure nothing is overlooked.
- c. Contract Deadlines: Reminders of deadlines to Licensee and seller or buyer helps keep Licensee stay on track, limiting setbacks.
- d. Title Coordination: Ordering title as well as communicating changes allows Licensee to focus on their clients instead of "paperwork".
- e. Client and Licensee Feedback: the Brokerage Firm's transaction coordinators maintain constant communication and feedback with the clients. The Brokerage Firm has the framework and expertise to seamlessly support even the most demanding transactions—and to exceed expectations.

The current cost of this service is \$349 per closing. A discount of 15% is applied if Licensee commits to enrolling all their transactions in the Transaction Coordination program. A double-sided transaction will incur an additional \$100.00 charge. This expense is subject to review and adjustment by the Brokerage Firm.

All new Colorado licensees are required to participate in the Transaction Coordination program for a minimum of 5 transactions or 12 months, whichever is longer.

The Broker and Managing Broker reserve the right to require any Licensee to participate in the Transaction Coordination program for a term at the Broker or Manager's discretion.

Only transaction coordinators employed by CBMP are allowed. Licensees are not allowed to hire third-party Transaction Coordinators outside of the Brokerage Firm.

#### **14. 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.

- a. Licensees are required to remind clients about the risk of wire fraud by submitting the Wire Fraud Advisory to their buyers. The Wire Fraud Advisory will be a required document within the transaction file. The Brokerage Firm's 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, the Brokerage Firm has established the following requirements:
- b. Licensees, Admin, Managers, Support Staff and Transaction Coordinators must have the following recommended language added to their email signature:

*"Wire fraud is on the rise. I do NOT send wiring instructions for real estate transactions via email. Never trust wiring instructions sent via email. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number at the Title Company. Never wire money without first verifying in person or via a phone call that the wiring instructions are correct. Please do not convey your financial information via*

*email to me. Contact me via telephone regarding any suspicious or inconsistent email you receive from me.”*

- c. Licensees must communicate with every buyer early in the transaction process and a week prior to closing reminding them to only follow the written instructions provided in the Wire Fraud Advisory.
- d. Licensees 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 that the above items have occurred, you may be held liable for any damages incurred by 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 Brokerage Firm.

## **15. PERSONAL ASSISTANTS (REAPs)**

Any assistant (licensed or unlicensed) you intend to hire must first be approved by the Company and go through our standard background check and follow all DORA and Colorado Division of Real Estate guidelines, as well as all Company guidelines as determined by the Company. While the Company is not obligated to allocate space for a Licensee's personal assistant, accommodation will be made where possible, for a possible charge to the Licensee. The Company reserves the right to terminate any assistant or otherwise prohibit him/her from entering the office for any reason, at any time. Payments made to the REAP cannot be contingent upon the closing of a transaction.

The activities of the assistant hired by the Licensee may or may not be covered by the Error and Omissions coverage engaged by the Company, this must be determined by the Licensee, and provide, at their expense, additional coverage if the existing policy will not apply.

Personal assistants, “REAPs”, can be licensed or unlicensed.

The Real Estate Commission makes no distinction between an unlicensed REAP and a licensed REAP without a brokerage relationship with the client; they are treated the same.

A licensed REAP can only perform licensed duties (e.g. negotiating the resolution of inspection items, preparing contracts, etc.) if the REAP has established a brokerage relationship with the principal being represented. This would likely require the licensed REAP to be a co-listing agent.

Please note that since the listing Licensee is not allowed to complete a disclosure on behalf of their client (e.g. Lead-Based Paint Disclosure, Seller's Property Disclosure), then it follows that the assistant, either licensed or not, can't complete the forms either.

An unlicensed REAP or a licensed REAP without a brokerage relationship with the client may complete the following tasks:

- a. Complete forms prepared for, and as directed by, a Licensee.

Unlicensed REAPs or licensed REAPs without a Brokerage Relationship cannot independently complete Standard Forms such as Listing Contracts, and they cannot offer opinions, advice, or interpretations of these forms.

- b. Distribute preprinted, objective information prepared by the Licensee about a property listed for sale.
- c. Perform clerical duties, including gathering information for a listing.
- d. If authorized by the seller or listing Licensee, provide access to the property, conduct showings or open houses.
- e. Deliver paperwork to other Licensee, buyers or sellers, or other professionals.
- f. Complete administrative tasks necessary to help Licensee fulfill their uniform duties.
- g. Send out disclosure documents to parties to the transaction.
- h. Order title commitments and send contract copies to the lender, title company, and others involved in the transaction.
- i. Collect due diligence documents to help Licensee comply with the contract.

- j. Review the entire transaction file to ensure that documents are not missing and the file itself complies with Rule 6.20. and the Broker's Brokerage Firm's Office Policy Manual.
- k. Deliver paperwork that requires signatures regarding financing documents that are prepared by lending institutions.
- l. Prepare market analyses on behalf of the Licensee, if the analyses are approved and submitted by the Licensee to the client with a disclosure that the market analyses were prepared by the REAP. The Licensee must ensure that market analyses comply with Rule 6.12. by adding the statement:
 

*"This evaluation was prepared by a licensed real estate associate broker and is not an appraisal. This evaluation cannot be used for the purposes of obtaining financing."*
- m. Schedule property repairs or schedule services on behalf of the Licensee, if there is an existing agreement that authorizes the Licensee to complete those tasks.

The following provision is to be added to each listing agreement or sales contract when a Licensee intends to have a Personal Assistant assist them in the transaction:

*"[NAME] is a/an (licensed real estate Licensee in the State of Colorado) (unlicensed assistant) acting as an administrative assistant to (Licensee) and is not an agent of either party of this transaction. All parties understand and acknowledge that [NAME] will be assisting (Licensee) throughout this transaction with access to documents at the direction of the Licensee."*

NOTE: All licensed/unlicensed assistants are to be approved by the Broker or Managing Broker and are also subject to CBMP and Select Group onboarding. All assistants hired by Licensee fall under the supervisory obligation of the Employing Broker. The Licensee who hires a Personal Assistant will be required to sign a Delegation of Authority for shared supervisory responsibility.

## 16. REAL ESTATE SETTLEMENT PROCEDURES ACT (RESPA) VIOLATIONS

Licensees 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 Licensees to accept goods or services providing a) they are valued at less than a token amount of approximately \$25 annually, or b) the Licensee 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 Broker and Brokerage Firm requires that Licensees 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 Licensees have proof of payment available, such as canceled checks, in the event you are audited by the appropriate government authority.

By signing this addendum, Licensee understands the RESPA disclosure above and agree to abide by the requirements set forth herein. Licensee further agrees to take full and complete liability and responsibility for any failure on the Brokerage Firm’s part to comply with the RESPA disclosure.

## **17. COMMUNITY CONTRIBUTION FUNDS**

Each branch of the Brokerage Firm may elect to collect a “fee” that will be deducted from each closed side and credited to a branch’s community “fund.”

- a. The Company will match the donations at a level of 50%.
- b. 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 fellow Licensees and/or Staff in Brokerage Firm. The Broker or Managing Broker reserves the right to approve the amount and the appropriateness of any donation.
- c. Contribution amounts may be reviewed annually.

## **18. GENERAL SAFETY GUIDELINES**

- 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 seatbelts and that small children are secured in a child restraint system, car seat, carrier, etc.
  - 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.

- Dressing conservatively is recommended.
- 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.

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.

## **19. ACKNOWLEDGEMENT**

I acknowledge that I have received and reviewed the Coldwell Banker Mountain Properties Colorado Licensee Manual – Supplemental Addendum to the Office Policy Manual (the “Supplemental Manual”). I understand that this Supplemental Manual supplements the Coldwell Banker Mountain Properties Office Policy Manual (the “Office Policy Manual”), an attorney-drafted agreement. All definitions and terms in the Office Policy Manual carry the same meaning in this Supplemental Manual. If any provision of this Supplemental Manual conflicts with the Office Policy Manual, the Office Policy Manual will govern.

Licensee Name: \_\_\_\_\_

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

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