

ETR

EXECUTIVE TEXAS REALTY

POLICY AND PROCEDURE MANUAL

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Policy and Procedures Manual Texas

STATEMENT OF GOALS

ETR is in the service business and its reputation is built upon the knowledge, expertise, and integrity of its Brokers, Sales Associates, Broker Associates, and employees. It is a requirement that all of its Associates act in accordance with the highest professional and ethical standards. Our mission, At ETR, we take pride in our market knowledge, bringing you excellent service, care and professionalism. Our agents are some of the most skilled and knowledgeable. We take pride in representation and step above and beyond to provide the best value and service to all of our clients. We strive to offer the highest quality services to both our clientele and sales staff.

EQUAL OPPORTUNITY

ETR insists and requires that all Associates provide equal opportunity in all real estate business transactions. They shall keep informed on all matters regarding the requirements imposed by all equal opportunity and fair housing laws and shall act in accordance with these laws. Service shall be offered to all clients and customers regardless of race, color, religion, national origin, sex, ethnic background, age, marital or family status, disability or any other classification protected by law.

No Associates shall grant, display or circulate any statement or advertisement with respect to the sale or rental of a property that indicates any preference, limitation or discrimination on the basis of any classification of protected individuals.

BROKER SUPERVISION

ETR is committed to fulfillment of all applicable standards for oversight by supervisory Associates which shall at a minimum meet the requirements promulgated by the Texas Real Estate Commission.

ETR Associates and employees, whether a licensed real associate or not, shall comply with these minimum standards. ETR and all Associates must conduct themselves in a manner, which meets these standards.

All Brokers and Associates having supervisory responsibility shall maintain open, direct communication with all Associates. It may be in person, telephone or electronically. Every effort will be made to assure that a Broker or Supervisor is available on a continuous basis for the purpose of such communication. All Associates shall cooperate fully with the Broker or Supervisor to assure that this communication is fully maintained.

Broker or Supervisor availability: a Broker or Supervisor will be available, Monday-Friday 9 a.m. to 6 p.m. and weekends by Appointment, holidays not included, for all of the following:

- Review the work of all supervised individuals
- Provide consultation for the supervised individual;
- Further education of the supervised individual in the performance of the individual's functions.

PROFESSIONAL STANDARDS

ETR is committed to the compliance by its Associates with the standards imposed by law and by the professional organizations to which ETR belongs.

It is required that all real estate licensees with ETR shall familiarize themselves with Texas Real Estate Law and administrative rules promulgated in accordance with the laws, and with the bylaws, rules and regulations of all of the professional organizations in which ETR is a member.

All Associates are required to keep themselves updated on all changes in the law in so far as they affect real estate licensees.

All Brokers Associates and Sales Associates of ETR shall comply with all codes of ethics, standards of practice and other rules and regulations imposed upon them by virtue of membership as a REALTOR or in any professional organization.

CONFIDENTIAL INFORMATION

All information disclosed to ETR Associates during the course of their activities shall not be divulged to anyone without consent of the principal. Unauthorized use of disclosure could result in serious harm to ETR and/or its Associates.

BROKER ASSOCIATES AND SALES ASSOCIATES / INDEPENDENT CONTRACTOR OR EMPLOYEE STATUS

Unless otherwise specifically provided in the agreement between ETR Broker Associates and Sales Associates, they are independent contractors and not employees. (This agreement is in writing).

ETR policy is to have a written Independent Contractor Agreement or Employment Agreement setting forth the terms and conditions of the relationship with ETR before commencing work.

ETR EXPECTATIONS

All Associates shall:

- ⌚ Comply with all laws and rules governing real estate licensees.
- ⌚ Comply with directions of supervisory Associates.
- ⌚ Support ETR policies and objectives.
- ⌚ Cooperate with all other Associates.
- ⌚ Act as a professional at all times.
- ⌚ Pay attention to details.
- ⌚ Make full disclosure of agency status.
- ⌚ Properly document all transactions.
- ⌚ Remain current on all applicable laws, rules and standards of practice.
- ⌚ All transaction related electronic communications, such as emails and text messages, made or received, by the Associate in the process of business activities which a real estate license is required will be stored and saved by the Associate for not less than 4 years.

ABILITY TO LEGALLY BIND ETR

No ETR Associate shall have the authority to obligate or bind ETR in any way without the prior, written consent of ETR.

The only exception is that Sales Associates and Broker Associates shall have the authority to sign listing agreements on behalf of ETR which conform to the established requirement of ETR using approved forms.

All actions of ETR Associates shall be performed only in accordance with this manual and only on behalf of ETR. No Associates shall be permitted to sell, deal or act in any way that compromises the authority of ETR to supervise or direct the activities of such Associates in accordance with applicable law.

COMPENSATION

Compensation for each Sales Associate or Broker Associate is contained in the Independent Contractor or Employment Agreement, as applicable and are uniform for all Associates.

ETR Associates shall not accept or receive compensation of any kind from any source for, or in connection with their duties and obligations for and on behalf of ETR.

All Associates shall comply with all applicable provisions of RESPA and the TREC.

There must be full disclosure to all parties of the acceptance of any referral, placement or similar fees, to the extent that ETR approves, in writing.

ETR has a flat fee per transaction. If an ETR Associate becomes an Intermediary in a transaction, this is considered 2 transactions.

ETR agrees to pay Associate the agreed to commission on the day of closing provided (a) the Associate has provided ETR with all of the necessary transaction documentation by submitting their folder for review and (b) the Associate has filled out a DA to be signed by a Broker/Manager and delivered to title before closing. All ETR Associates should receive their commissions at closing. The main office does not write commission checks for closings. Rentals will be paid once the commission check has been received by the ETR Office.

ADVERTISING

All advertising must comply with ETR's policies as well as Texas law governing policies and procedures governing advertising of the licensees owned properties.

Advertisements must be in such a manner that a responsible person would know that he or she is dealing with a real estate licensee or real estate brokerage. Please follow TREC RULE 535.154 and 535.155.

Advertisements must not be fraudulent, false, misleading or deceptive.

CONTRACTS

No contract or contract form shall be used by any ETR Associates that is not a Standard Texas contract form unless otherwise approved in writing by ETR BEFORE the contact is completed and signed.

LISTING POLICY

ETR listing policy shall be in compliance with Texas law and regulations. All listings are the property of ETR however, may be transferred to another broker if the Associates Independent Contractor Agreement with ETR states as such.

All inquiries about an Associates listing will be referred directly to that listing Associate with the exception that ETR reserves the right to allow all ETR Associates to advertise all ETR Listings.

ASSOCIATE ABSENCE OR UNAVAILABILITY

In the event that an Associate will be absent or unavailable to conduct business on their listing or pending transactions the Associate must request help from another ETR Associate to do so on their behalf. The associate must notify ETR Management in writing of any assignment prior to being absent.

ARBITRATION OF DISPUTES

By accepting a position with ETR, all Sales Associates and Broker Associates agree that disputes between them are to be settled by arbitration within ETR Office by Brokers choice.

PERSONAL TRANSACTIONS

Personal real estate purchases:

- ⌚ You may represent yourself as both a buyer and real estate licensee of ETR in a purchase transaction.
- ⌚ You must disclose in writing that you have an interest in the property being purchased and that you are licensed under ETR .
- ⌚ You may receive your commission, but whether you choose to receive a commission, no commission or a commission credit to the transaction ETR will receive at closing its standard commission.

Personal real estate listings:

- ⌚ You may represent yourself as a seller, Listing Associate and a real estate licensee of ETR.
- ⌚ You must disclose in writing that you have an interest in the property being sold and that you are licensed under ETR.
- ⌚ You must sign and provide all usual, required listing and purchase documentation to ETR.
- ⌚ You must provide the buyer and be signed by the buyer a Seller's Disclosure.
- ⌚ Whether you choose to receive a commission, no commission or a commission credit to the transaction ETR will receive at closing its standard commission.

ETR PROHIBITS listing/buying your own property as well as representing the buyer/seller at the same time.

COOPERATION WITH OTHER BROKERS

ETR will cooperate with other Brokers at whatever percentage of commission has been agreed to by the seller and posted in the Multiple Listing Service. Any modification of the cooperating compensation must be in writing and agreed to by the Seller, cooperating broker and ETR Associate.

REFERRAL POLICY

All referral, cooperation, co-participation or compensation agreements between individuals within ETR shall be in writing and approved by ETR. Work on transactions or referrals which are not handled within ETR or are otherwise outside the expertise of its Associates shall be referred elsewhere on a compensation basis approved by ETR.

FEES AND DUES

Associate fees and dues are the sole responsibility of ETR Associates and include but are not necessarily limited to, the following: Association Realtor dues, multiple listing fees and fines.

RECOMMENDATIONS TO PARTIES FOR OTHER PROFESSIONAL ADVICE AND OTHER OUTSIDE SERVICES

All Associates understand and agree that ETR is not an inspection firm, attorney, construction engineer, accountant, tax consultant, financial planner, and shall, when such needs arise, suggest outside services. Associates shall recommend that inspection firms and other professional service providers should be utilized. Associates receiving compensation in connection with such a referral may not necessarily be considered in violation of applicable federal, state or local law. Such compensation may only be accepted with written permission from all interested parties in the transaction and must be approved by ETR

AGENCY RESPONSIBILITIES

All Associates will comply with Texas agency disclosure laws.

HANDLING OF CLIENT AND CUSTOMER COMPLAINTS

All complaints shall be reported to the supervising Broker or Manager. If the Sales Associate is able to handle the complaint without assistance, it shall be reported to the Broker and or Manager via Email.

DRESS CODE

Proper attire, so as to present the correct professional image, shall be worn at all times when conducting business. Attire suitable to the location or occasion shall be considered appropriate. .

OTHER LICENSES OF ETR OR ITS ASSOCIATES

If Associates carry licenses other than Real Estate Broker, Real Estate Salesperson, it shall not be utilized in connection with the transaction without the written permission of ETR.

NATIONAL DO NOT CALL LIST

Associate acknowledges and agrees as follows:

The National Do Not Call List administered by the United States Trade Commission and the equivalent list administered by the State of Texas may be applicable to telephone solicitations and other telephone marketing calls made by the Associate.

Associate will comply with the requirements of The National Do Not Call List and the equivalent list administered by the State of Texas and with all rules and regulations related thereto.

Associate agrees to indemnify and hold harmless ETR, their directors, employees, heirs, officers, successors and assigns from and against any and all liability for fines, penalties, attorney fees and related costs and expenses arising out of or in connection with any violation, by the Associate or any person, firm or legal entity acting on the Associates behalf, of The National Do Not Call List and the equivalent list administered by the State of Texas and with all rules and regulations related thereto.