



## **AGENT/BROKER RELATIONSHIP**

The relationship between the sponsoring broker of Collab-RT Realty and the Agent is agreed to be a contractual worker agreement. It is agreed that there is no Employer/Employee relationship. Collab-RT Realty will give to each agent at the end of each year an IRS form 1099. It is the responsibility of the agent to pay his or her own taxes.

If at any time the agent/broker relationship between the agent and Collab-RT terminates, all current transactions in escrow under the Collab-RT brokerage and agent name will remain and closed as per contract. The agreed upon commission split listed below will be given. All current listing agreements & buyer representation agreements may be released to new broker, at client's permission.

## **AGENT COMMISSION- 1 TO 4 FAMILY, TOWNHOMES, CONDOS**

Collab-RT Realty works on a:  
**85/15 commission split** with an  
**\$18,000 pay-in cap.**

There is also a **\$99 monthly fee.**

**TEAMS:** This applies to individuals on teams as well. Team leads will establish their own splits/fees in *addition to* Collab-RT's. Broker approval is required to form a team. Team leads are also required to take a Broker Responsibility course and register team name with TREC/Broker.\*\*\*

If there is no Brokerage Agency, New Home Builder, or attorney assigned on the other side of the receipted contract, the contract will be considered an Intermediary Transaction.

**\*NOTE Agents must first get approval from the broker to do an Intermediary Transaction.**

**\*\*\*Rates can be changed with 30-day notice to agents. \*\*\***

**Notice may be placed on the Collab-RT Agents Facebook Page.**

## **COMMERCIAL SALES, BUSINESS SALES & LEASES**

The commission split will be 85% to the agent and 15% to Collab-RT Realty

## **FARM, RANCH & LAND SALES**

The commission split will be 85% to the agent and 15% to Collab-RT Realty

## **RESIDENTIAL LEASE & APARTMENT LOCATING**

The commission split will be 85% to the agent and 15% to Collab-RT Realty.

## PROPERTY MANAGEMENT

No agent will perform property management unless given specific written permission to do so by the broker. Once approved, the agent must have each property approved by the broker. The agent must have each property's insurance approved by the broker. An agent must take the property management course. Property management fees are 75% to the agent and 25% to Collab-RT Realty.

## INTERMEDIARY/REFERRALS/OUT-OF-OFFICE HELP

It is recommended to receive a referral fee of at least 25% of an agent's commission if you procured the client. Use the attached form to ensure the agreement is in writing. If you ever need help with showings, errands and other small tasks for any of your clients while you are out of the office, it is recommended to offer at least a \$50-100 compensation depending on time and effort.

## MONTHLY FEES TO AGENT

The fees are \$99 per month. Failed payments subject you to removal from Brokerage. Agents may pay by credit card/Debit card with an Automatic Draft.

## AGENT COSTS

Business cards, signage, lock boxes, Board and MLS fees are the responsibility of the agent.

## AGENT RESPONSIBILITIES

Agent will keep their records for a minimum of 4 years- TREC rule. This includes any and all documents for any real estate transaction you, the agent, are involved in when working with a buyer or seller.

## BEFORE OR JUST AFTER CLOSING

Commission disbursement forms will be distributed to you based on submitted documents.

## AGENT'S FIDUCIARY DUTY TO CLIENTS

All agents need to understand their Fiduciary Duty to their clients. Each agent will put the desires and interests of the client far above their own. These are TREC rules. Do not violate them.

## AGENT-TO-AGENT RELATIONSHIPS

Remember your job is your fiduciary duty to your client. Sometimes agents get frustrated with other agents- most have experienced this. Emotions can harm your client. The proper action to take is to start using email as communication and CC me, your broker. Do not ever post on websites, social media or call the other agencies client. This can bring on TREC complaints and won't be tolerated.

**NET LISTINGS/AUCTIONEERS**

Agents will not take Net Listings unless approved in writing by the broker. Agent shall not conduct auctions. If a licensed auctioneer, must obtain approval in writing by the broker.



**AGENTS WHO BUY PROPERTIES TO RESELL FOR PROFIT**

Agents who are buying properties from home sellers that are not represented by an agency will first talk to the broker. Agents can buy homes listed with another agency, HUD or Foreclosed homes at any time. This rule is to ensure the proper disclosures are given to the non-represented seller. An agent will not buy homes from sellers and turn around and resell for profit unless there is substantial rehab done and disclosures are given to the seller.

Any assignments of contracts must be accompanied by an “Exhibit Alpha” and approved by the broker.

When you sign this document below, you agree to follow these rules. You also agree that you will not violate any of the Texas Real Estate License Act, TREC or Board rules.

Have you had any complaints at any time whereby your actions were reported to TREC?

**YES/NO**

If **yes**, please explain in detail below or on another sheet and attach. What was the outcome of the complaint?

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**Agent Signature & Date**

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# INTERNATIONAL REALTOR® MEMBER

# REFERRAL FORM

DISCLAIMER: In order to assist members, NAR created this sample Referral Form, which should be modified to fit your particular needs. This document is not intended to be and does not constitute legal or professional advice or a substitute for specific legal or professional advice. The user of this document should not use this document without consulting legal counsel. Neither the National Association of REALTORS® nor its International REALTOR® Member program enters into mediation or arbitration processes.

Date of Referral Agreement: \_\_\_\_\_

## Referring (Source) Broker/Agent

NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

BUSINESS CITY: \_\_\_\_\_

STATE/REGION/PROVINCE: \_\_\_\_\_ POSTAL CODE: \_\_\_\_\_

COMPANY COUNTRY: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ WEB SITE: \_\_\_\_\_

FAX (include country code): \_\_\_\_\_

PHONE (include country code): \_\_\_\_\_

## Receiving Broker/Agent

NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

BUSINESS CITY: \_\_\_\_\_

STATE/REGION/PROVINCE: \_\_\_\_\_ POSTAL CODE: \_\_\_\_\_

COMPANY COUNTRY: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ WEB SITE: \_\_\_\_\_

FAX (include country code): \_\_\_\_\_

PHONE (include country code): \_\_\_\_\_

**Referral Fee Particulars**

In the event Receiving Broker/Agent receives a commission or other payment for services rendered in connection with a real estate transaction consummated involving the Referred Client (see attachment 1) within \_\_\_\_\_ of the date this Referral Contract is entered into (both parties have signed), Referring Broker/Agent will be entitled to a referral fee\*, and Receiving Broker/Agent agrees to pay said referral fee, in the amount of:

- \_\_\_\_\_ cash (in \_\_\_\_\_ currency), and/or
- \_\_\_\_\_ percent of the  list price,  sale price, or  lease commission that Receiving Broker/Agent receives in connection with the foregoing.
- Other

The parties hereby agree that the referral fee shall be fully paid by the Receiving Broker/Agent no later than \_\_\_\_\_ business days after the transaction is completed.

Other (describe) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*\*Referral fees may be subject to withholding tax or other forms of taxes in the country in which the transaction takes place. Referring agents should be aware of state, provincial, or local laws in their respective markets with regards to paying referrals.*

**Term**

This contract will expire on \_\_\_\_\_(date). If both parties want to cooperate after the expiration date, they will have to execute a new referral contract.

**Signatures**

\_\_\_\_\_  
Authorized Referring Broker/Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Receiving Broker/Agent

\_\_\_\_\_  
Date

Attachment 1

**CLIENT WORKSHEET**

**Client Referred**

NAME:

ADDRESS:

CITY:

STATE/REGION/PROVINCE:

POSTAL CODE:

E-MAIL ADDRESS:

FAX (include country code):

PHONE (include country code):

**Client Particulars**

Property Needs

Is this property for the client's personal use, or is it intended as an investment?

Does this client own other real property in the destination country?

Referring Broker/Agent Prior Experience with this client

Comments



## Credit Card Authorization Form

Please complete all fields. You may cancel this authorization at any time by contacting us. This authorization will remain in effect until cancelled.

### Credit Card Information

AMEX Card Type: • MasterCard • VISA • Discover • AMEX • Other \_\_\_\_\_

Cardholder Name (as shown on card):

\_\_\_\_\_

Card Number: \_\_\_\_\_

Expiration Date (mm/yy): \_\_\_\_\_ CVV/CVS Code: \_\_\_\_\_

Cardholder ZIP Code (from credit card billing address): \_\_\_\_\_

I authorize Collab-RT Realty to charge my credit card above for agreed upon purchases. I understand that my information will be saved to file for future transactions on my account.

Customer Signature and Date

X \_\_\_\_\_





**Texas Real Estate Commission**

P.O. Box 12188  
 Austin, Texas 78711-2188  
 www.trec.texas.gov (512) 936-3000

**SALES AGENT SPONSORSHIP FORM-1**

**CHANGE BROKERS OR GO FROM INACTIVE TO ACTIVE STATUS** online at [www.trec.texas.gov](http://www.trec.texas.gov) for a \$10.00 fee.  
 When using this form, a paper filing fee is required for a total of \$30.00.

FEE	RECEIPT NUMBER	AMOUNT	\$ TYPE	App#	File#
Processing and Paper Filing Fee		<b>\$30.00</b>		Entity #	License #

**DO NOT WRITE ABOVE THIS LINE**

Sales Agent's Name: Last First Middle License Number

Sales Agent's Mailing Address

City State Zip

E-mail address Telephone Number

**1. SALES AGENT: CHECK ONE BOX ONLY, SIGN AND DATE**

**(A) SALES AGENT CHANGING BROKERS**

My association with \_\_\_\_\_ (former sponsoring broker) has terminated.

I wish to enter the sponsorship of the broker named below. I certify that I have given my former sponsoring broker written notice of the termination as required by TREC rules.

\_\_\_\_\_  
 Sales Agent's Signature Date

**(B) INACTIVE SALES AGENT GOING ACTIVE**

I am not currently sponsored by a broker. My sales agent license is inactive but not expired. I wish to enter the sponsorship of the broker named below. I understand that TREC will not issue a license until fingerprinting and applicable Continuing Education (CE) requirements are met. I certify that I will not act as a sales agent until after this sponsorship form has been received and accepted for processing by TREC. I certify that I have not engaged in activity requiring a license at any time when my license was inactive.

\_\_\_\_\_  
 Sales Agent's Signature Date

**2. STATEMENT OF SPONSORING BROKER**

I CERTIFY THAT I HOLD AN ACTIVE Texas real estate broker license and agree to serve as a sponsor and to be responsible for the real estate brokerage activities of the above named person. If applicable, I will not permit the sales agent to practice as a real estate agent for me until the sales agent has satisfied fingerprinting and applicable CE requirements and this sponsorship form has been received and accepted for processing by TREC. Please issue a new license reflecting this designation of sponsorship.

\_\_\_\_\_  
 Sponsoring Broker's Name (Individual/Business Entity) as shown on license Sponsoring Broker's License Number

\_\_\_\_\_  
 License expiration date Telephone Number

\_\_\_\_\_  
 Designated Broker's Printed Name\* Individual Broker or Designated Broker's Signature\* Date

\_\_\_\_\_  
 Delegated Supervisor's Printed Name\*\* Delegated Supervisor's Signature\*\* Date

\*If Business Entity: Printed name and signature of designated broker are required. \*\*Designated Supervisor under TAC 22 §535.2(e).

This document is available on the TREC website at [www.trec.texas.gov](http://www.trec.texas.gov)







LISTING TRANSFER FORM

To transfer listing(s): Complete this form and email it to support@sabor.com

FROM: Designated REALTOR® or firm

Transfer listing(s) from:

Releasing Office Name: \_\_\_\_\_ MLS Office Code: \_\_\_\_\_

Releasing Agent Name: \_\_\_\_\_ Agent License #: \_\_\_\_\_

I agree to release the following listing(s):

Table with 3 columns: MLS#, ADDRESS, STATUS (Active, Pending, etc.) and 8 rows for listing details.

Releasing Broker Signature/Authorized Signature \_\_\_\_\_ Date: \_\_\_\_\_

Transfer Listing(s) to:

New Office Name: \_\_\_\_\_ MLS Office Code: \_\_\_\_\_

Agent Name: \_\_\_\_\_ Agent License #: \_\_\_\_\_

Office Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Agent Phone: \_\_\_\_\_

I agree to accept the above listing(s).

Receiving Broker Signature/Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_





## ACTIVE SALESPERSON LICENSE

TREC Rule §535.20(2) Each sponsored salesperson maintains their license in active status at all times while they are engaging in activities subject to the Act.

Each salesperson is to show proof of an active real estate license and will not allow his/her real estate license to become inactive or expired. The status of the license will be confirmed through the Texas Real Estate Commission prior to a Cash Disbursement Authorization (CDA) being submitted to the title company.

In the event a salesperson's real estate license becomes inactive or expires, the salesperson will no longer be allowed to conduct any real estate activity and will receive no further commission(s).

## COMPENSATION

TREC Rule §535.2(1)(3) Any and all compensation paid to a sponsored salesperson for acts or services subject to the Act is paid by, through, or with the written consent of the sponsoring broker.

A request for a Commission Disbursement Authorization (CDA) will be distributed by broker or administrator 3 days prior to the closing date of the real estate transaction. The percentage of commission the salesperson is to receive is set forth in the executed Independent Contractor Agreement.

Prior to the CDA being sent to the title company, the salesperson's file must be complete and include the following applicable documentation:

- Listing Agreement
- Buyer's Representation Agreement (please note that the Buyer's Representation Agreement must have been entered into prior to showing properties to the Buyer).
- Contract
- All Addenda
- All Amendments
- All Disclosure Notices including Seller's Disclosure Notice and applicable Affiliated Business Disclosures
- Notes
- All correspondence including e-mails, text messages, letters, notes of phone call conversations, and any other communication between salesperson and principal (buyer or seller) in the transaction
- Information About Brokerage Services (IABS) signed
- Notice of Intermediary, if Intermediary was the agency used in the transaction

## NOTIFICATION OF CHANGES

TREC Rule §535.2(1)(4) Each sponsored salesperson is provided on a timely basis, before the effective date of the change, notice of any change to the Act, Rules, or Commission promulgated contract forms.

All salespersons will be notified by broker in a timely fashion of upcoming changes to the Texas Real Estate Licensing Act, Texas Real Estate Commission Rules, promulgated forms and any other changes that need to be communicated. Training classes will be held prior to the effective date of the changes to educate the salesperson on how to prepare the new forms. Additionally, all salespersons are encouraged to read the TREC Advisor which appears on TREC's website, information from Texas Association of REALTORS (TAR), National Association of REALTORS (NAR), and Texas A & M Real Estate Research Center which will address upcoming changes.

All salespersons must use the new forms by the effective change date. Failure to do so could result in the broker returning the salesperson's license to the Texas Real Estate Commission.

## EDUCATION

### **TREC Rule §535.2(i)(5)**

In addition to completing statutory minimum continuing education requirements, each sponsored salesperson receives such additional educational instruction the broker may deem necessary to obtain and maintain, on a current basis, competency in the scope of the sponsored salesperson's practice subject to the Act.

The Texas Real Estate Commission has set forth the following guidelines for minimum levels of continuing education. This brokerage encourages additional education from the minimum standards as it assists in competency, confidence, and a reduction in liability for the brokerage. Additionally, it helps you better assist your clients.

### **Sales Agent Apprentice Education (SAE) Requirements**

A Sales Agent is required to have completed a total of 18 semester hours (or 278 credit hours) of qualifying education along with the non-elective TREC Legal Update courses prior to the end of their first license term.

### **TREC CE rules**

require all license holders to take a four-hour Legal Update! course and a four-hour Legal Update II course created for and approved by TREC to satisfy the 8 legal topics hours of continuing education required by the Act. A broker or a designated broker of a business entity, who sponsor one or more sales agents during their current license period, or a delegated supervisor of one or more license holders for a period of six months or more during the supervisor's current license period must also attend a 6 hour Continuing Education (CE) Broker Responsibility course.

In addition to the minimum education requirements required by TREC, this brokerage has set forth the following educational guidelines:

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## ADVERTISING

**TREC Rule §535.2(i)(6)** Each sponsored salesperson complies with the Commission's advertising rules.

**TREC Rule §535.2(g)** A broker is responsible to ensure that a sponsored salesperson's advertising complies with §535.154 of this title.

**TREC Rules §535.154 (a)** For the purposes of this section, an "advertisement" is a written or oral statement or communication by or on behalf of a license holder which induces or attempts to induce a member of the public to use the services of the license holder or service provider. The term "advertisement" includes, but is not limited to, all publications, radio or television broadcasts, all electronic media including email, text messages, social networking websites, and the Internet, business stationery, business cards, signs and billboards. The provisions of this section apply to all advertisements by or on behalf of a license holder unless the context of a particular provision indicates that it is intended to apply to a specific form of advertisement.

(b) The following information is not considered an advertisement or advertising: (1) a communication from a license holder to a member of the public after the member of the public agreed for the license holder to provide services, provided the first communication from the license holder contains the information required by this section; or (2) real estate information, including listings, available to the public on a license holder's website, extranet or similar site that is behind a firewall or similar filtering software which requires a password or registration to access that information.

(c) An advertisement must clearly and conspicuously contain the name of the broker, either a business entity or an individual. For purposes of this section, the broker, or a salesperson sponsored by the broker, may use the broker's assumed name instead of the name in which the broker is licensed, if the assumed name is registered with the Commission under subsection (e) of this section. An advertisement may not contain an assumed name unless the broker has registered that assumed name with the Commission. If the broker's name or its assumed name includes a salesperson's name, the advertisement must include another assumed name of the broker that does not include a salesperson's name, or the designated broker's name.

(d) For purposes of this section and §1101.652(b)(23) of the Act, deceptive or misleading advertising includes, but is not limited to, the following: (1) advertising that is inaccurate in any material fact or in any way misrepresents any property, terms, values, services, or policies; (2) advertising a property that is subject to an exclusive listing agreement without the permission of the listing broker and without disclosing the name

of the listing broker unless the listing broker has expressly agreed to waive disclosure; (3) failing to remove an advertisement about a listed property within 10 days after closing or termination of a listing agreement, unless the status is included in the advertisement; (4) an advertisement by a salesperson which identifies the salesperson as a broker; or (5) advertising a property in a manner that creates a reasonable likelihood of confusion regarding the permitted use of the property.

(e) A broker, individually or as the designated broker, of a business entity licensed as a broker, shall notify the Commission in writing not later than the 30th day after the date the broker, or a salesperson sponsored by the broker, starts or stops using an assumed name in business other than the name in which the person is licensed.



a) An advertisement placed by a license holder must include a designation such as "agent," "broker" or a trade association name that serves clearly to identify the advertiser as a real estate agent.

(g) A broker or salesperson may not place an advertisement that in any way: (1) implies that a salesperson is the person responsible for the operation of a real estate brokerage business; or (2) causes a member of the public to believe that a person not authorized to conduct real estate brokerage is personally engaged in real estate brokerage.

(h) Except as provided by subsections (c) and (g) of this section, a business entity licensed as a real estate broker may do business in the name in which it was chartered or registered by the Office of the Secretary of State.

(i) A license holder may not use a copyrighted trade name unless the license holder has legal authority to use the name.

(j) A real estate license holder placing an advertisement on the Internet, electronic bulletin board, or the like must include on each page on which the license holder's advertisement appears any information required by this section and 51101.652(b)(23) of the Act. For purposes of this subsection, "page" means each html document of a website, which may include several screens of information that are viewed by scrolling down to the end of the document.

(k) A real estate license holder placing an advertisement by using an electronic communication, including but not limited to email 65 and email discussion groups, text messages, and social networking websites must include in the communication and in any attachment which is an advertisement, the information required by this section and §1101.652(b)(23) of the Act. For purposes of advertising on social networking websites that limit the number of characters in a communication and the required information would consume more than 10% of the available character limit, a license holder may include a direct hyperlink containing the words "TREC DISCLOSURE" which links to the information required by this section and §1101.652(b)(23) of the Act. If the site does not allow a hyperlink, the link may be spelled out with the words "TREC DISCLOSURE" stated before the link

(l) An advertisement placed where it is likely to attract the attention of passing motorists or pedestrians must contain language that clearly and conspicuously identifies the person publishing the advertisement as a real estate broker or agent. This subsection does not apply to signs placed on or providing directions to real property listed for sale, rental or lease with the broker who has placed the sign, provided the signs otherwise comply with this section and the Act.

(m) An advertisement containing an offer to rebate a portion of a license holder's commission must disclose that payment of the rebate is subject to the consent of the party the license holder represents in the transaction. If payment of the rebate is contingent upon a party's use of a selected service provider, the advertisement also must contain a disclosure that payment of the rebate is subject to restrictions.

(n) If an advertisement offers, recommends or promotes the use of services of a real estate service provider other than the license holder and the license holder expects to receive compensation if a party uses those services, the advertisement must contain a disclosure that the license holder may receive compensation from the service provider.

(o) A license holder may not advertise information regarding service providers that ranks the providers unless the ranking is based on disclosed objective criteria.

(p) A license holder may not advertise that the license holder offers, sponsors, or conducts Commission approved courses in conjunction with an approved school or other approved organization unless the license holder is approved by the Commission to offer the courses.

### **TREC Safe Harbor Policy**

TREC has adopted a Safe Harbor Policy to be used in deciding if an advertisement is clear and conspicuous. On signs or any other type of advertising, a broker's name, the brokerage name, or an assumed name has to be at least 50% of the largest item of contact information.

All advertising must be reviewed and approved by broker 3 days prior to the advertisement being used. In addition to being compliant with TREC's advertising rules, Federal Fair Housing laws must be strictly adhered to. The designation of agent, salesperson, broker, or a trade association name must identify the advertiser as a real estate agent. When typing "REALTOR," if you cannot find the registered symbol on your computer, please make certain it is typed in all capital letters.

In the event a salesperson's advertisements are not approved by the broker prior to being used, the salesperson's license could be returned to TREC.

A salesperson must first get approval from the broker in order to have an assumed name. If approved by the broker, the salesperson must notify TREC with 30 days of receiving the assumed name.

All photographs used by the salesperson should be of high quality and realistic. Photographs must be original or agent must have permission by owner of copyright, in writing, to use photos. Upon termination of the listing, all advertising must immediately cease. The "for sale" sign must be immediately removed from the yard and advertisements for the listing be removed from ALL social media and websites. Advertising on Craigslist is strictly prohibited.

The listing status should immediately be changed to sold or terminated depending on the situation in the MLS. The salesperson is responsible for checking with each city as to compliance of "open house" signs.

In the event a fine is incurred for failure to adhere to the rules of the city, the salesperson will be responsible for the fine.

### **TRUST ACCOUNTS**

#### **TREC Rule §535.2(i)(7)**

All trust accounts, including but not limited to property management trust accounts, and other funds received from consumers are maintained by the broker with appropriate controls in compliance with §535.146.

#### **TREC Rule §535.2(c)**

A broker is responsible for the proper handling of trust funds placed with the broker and must comply with §535.146 of this title.

#### **TREC Rules §535.146**

##### **Maintaining Trust Money**

(a) Definitions. In this section:

(1) "Trust money" means client's money, earnest money, rent, unearned fees, security deposits, or any money held on behalf of another person.

(2) "Trust account" means an account managed by one party for the benefit of another in a banking institution authorized to do business in Texas.

(b) Acceptance of Trust Money.

(1) Any trust money accepted by a broker is held in a fiduciary capacity and must be maintained in a designated trust account maintained by the broker or delivered to an escrow agent authorized in Texas in accordance with the agreement of the principals of the transaction.

(2) A salesperson shall not maintain a trust account. Any trust money received by a salesperson must be immediately delivered to the salesperson's sponsoring broker.

(3) Unless a different time to deposit trust money is expressly agreed upon in writing by the principals to the transaction, any trust money received by the broker must be deposited in a trust account or delivered to an authorized escrow agent within a reasonable time, which the Commission has determined to be not later than the close of business of the second working day after the date the broker receives the trust money.

(4) The broker shall not:

(A) commingle trust money with the broker's personal money or other non-trust money; or

(B) deposit or maintain trust money in a personal account or any kind of business account.

(5) The following is prima facie evidence of commingling trust money with the broker's own money:

(A) placing trust money in a broker's personal or operating account; or

(B) paying operating expenses or making withdrawals from a trust account for any purpose other than proper disbursement of trust money.

(C) Trust account requirements.

(1) The trust account must be clearly identified as a trust account

(2) The broker may, but is not required to, maintain separate trust accounts for each client or type of trust money maintained by the broker, such as earnest money deposits or security deposits received for the management of rental property.

(3) If trust money held by a broker is deposited in an interest bearing account:

(A) the money must be available for disbursement at the appropriate time; and

(B) unless otherwise provided for by an agreement signed by the party depositing the money with the broker, any interest earned on the money must be distributed to any parties to whom the money is disbursed.

(4) A broker may deposit and maintain a reasonable amount of money in the trust account to cover bank service fees, including fees charged for insufficient funds. Detailed records must be kept for any funds deposited under this exception.

(5) If a broker acquires ownership of trust money held in a trust account, including entitlement to compensation, such money must be removed from the trust account not later the 30th day after the date the broker acquires ownership of the money.

(6) The broker must retain a documentary record of each deposit or withdrawal from the trust account.

(7) A broker may only authorize another license holder to withdraw or transfer money from any trust account but the broker remains responsible and accountable for all trust money received by that broker and all deposits to or disbursements from the trust account.

(8) If a broker deposits trust money in the form of a check in a trust account and the check is dishonored by the financial institution on which it was drawn, the broker shall immediately notify all parties to the transaction in writing.

(d) Disbursement of trust money.

(1) A broker may only disburse money from the broker's trust account in accordance with the agreement under which the money was received.

(2) If any or all of the parties to a real estate transaction make a written demand for trust money, the broker must pay the trust money to the party or parties entitled to the money within a reasonable time, which the Commission has determined to be not later than the 30th day after the date the demand is made.

(3) If by a subsequent written agreement, all parties to a real estate transaction authorize the broker maintaining trust money to disburse the trust money in a manner not in accordance with the agreement under which the money was received, the broker must pay the trust money to the party or parties entitled to the money under the subsequent written agreement within a reasonable time, which the Commission has determined to be not later than the 30th day after the date the broker receives the subsequent written agreement.

(4) The broker must immediately notify all parties in writing of any disbursement of trust money.

(5) If the broker cannot reasonably determine to which party or parties the trust money should be paid, the broker may pay the trust money into the registry of a court and interplead the parties.

(e) Records. A broker must maintain all documentation regarding a trust account for four years from the date the document is received or created by the broker.

### **TREC Rule §535.2(1)(8)**

Records are properly maintained pursuant to subsection (h) of this section.

TREC Rule 535.2(h) states that except for records destroyed by an "Act of God" such as a natural disaster or fire not intentionally caused by the broker, the broker must, at a minimum, maintain the following records in a format that is readily available to the Commission for at least four years from the date of closing, termination of the contract, or end of a real estate transaction:

**\*\*Storage in a secured cloud base software is highly encouraged**

(1) disclosures;

(2) commission agreements such as listing agreements, buyer representation agreements, or other written agreements relied upon to claim compensation;

- (3) work files;
- (4) contracts and related addenda;
- (5) receipts and disbursements of compensation for services subject to the Act;
- (6) property management contracts;
- (7) appraisals, broker price opinions, and comparative market analyses; and
- (8) sponsorship agreements between the broker and sponsored salespersons.

All trust money will be maintained in a trust account by broker. Any trust money received by a salesperson must be immediately delivered to broker. Failure to do so could result in the salesperson's license being returned to TREC

### CENTRALIZED SHOWING SERVICES

All appointments for listings in this brokerage are to be made through Showing Time. The website for Showing Time is <http://showingti.me> Each agent is responsible for precuring their own Showing Time access.

### OFFICE COMPUTERS

The computers in the workstations of the brokerage are for the use of the salespersons. Please remember that other salespersons might need to use the computers, so be considerate. It is important to sign off when finished using the computer. Do not change any computer settings and installation of any software other than what is currently on the computer is not allowed. Office computers provided are for business use only, never personal use.

### PERSONAL COMPUTERS

In the event you are using your own personal computer at the office, please be advised that the brokerage will not be responsible in any way for loss or damage to your computer.

### ASSOCIATION MEMBERSHIP

Each salesperson is required to be a member of 1 Association of REALTORS. Fees covering your membership dues, keycards, and MLS dues are to be paid directly to the Association (please note that your NAR and TAR dues are included in the local association membership fee). This brokerage will not provide notification of the amounts due. Rather, they will come directly from the Association. Failure to pay the dues could result in the entire brokerage losing access to the MLS, so it is imperative that the fees are paid in a timely fashion. In the event you do not pay your fees, your license could be returned to TREC.

You will be required to attend an MLS training class and an orientation class when you join the Association.

The salesperson is responsible for purchasing their own lockboxes and key cards from the Association.

## INDEPENDENT CONTRACTOR STATUS

Each salesperson in this brokerage is an independent contractor. An Independent Contractor Agreement will be signed annually outlining the agreement between the broker and the salesperson.

In order for the salesperson to maintain his/her independent contractor status, he/she must meet three tests set forth in the Tax Equity and Fiscal Responsibility Act

- The salesperson must hold a real estate license.
- The salesperson must be paid on a commission basis.
- The salesperson must have a written contract with the broker specifying the salesperson is not an employee.

## FEDERAL FAIR HOUSING

All customers and clients must be treated equally. Discrimination of protected classes is prohibited and if violated could result in a very large fine from the Department of Housing and Urban Development (HUD). The protected classes include race, color, religion, sex, national origin, ancestry, familial status, or handicap of an owner, previous or current occupant, potential purchaser, lessor, or potential lessee of real property. Handicapped includes a person who had, may have had, has or may have AIDS, HIV-related illnesses, or HIV Infection as defined by the Centers for Disease Control of the United States Public Health Service. Chronic alcoholism is also considered to be a handicap.

Property searches cannot be based on a protected class. If a buyer wants to live near the Jewish Synagogue, your search has to be a geographical one, not the Jewish Synagogue as religion is a protected class. If a buyer requests to live in an area where a certain ethnicity resides and you base your search on this criteria, you are steering and in violation of Federal Fair Housing. HUD often times sends spotters who pose as clients to see if you are violating Federal Fair Housing rules. The fine for the first offense could be as high as \$75,000.00. Always think of your customer/client as being someone from HUD and you will remember to follow the rules! Failure to comply with federal fair housing laws is grounds for your license to be returned immediately to TREC.

Please adhere to the following disclosure rules:

Please adhere to the Disclosure Rules on the TREC Seller's Disclosure of Property Condition. Always use the current forms that are on the TREC website and on Zipforms.

Salespersons are strongly encouraged to attend training provided in this brokerage on Federal Fair Housing laws. The training includes:

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## INFORMATON ABOUT BROKERAGE SERVICES

Information about Brokerage Services (IABS) clearly defines agency relationships. This brokerage requires that the IABS should be given to all buyers and sellers at the first substantive dialogue and a written copy provided to broker. Failure in presenting this information in writing could result in your license being returned to TREC.

The January 2016 of the TREC Advisor defines the new requirements for Information about Brokerage Services that each agent must follow:

### **CHANGES TO THE IABS**

A new mandatory form was adopted (TREC No. IABS 1-0). The new form is organized to be easier to read and understand. Additionally, the new form requires the sales agent or broker to fill in relevant contact information before providing the form.

**NOTE:** This contact information is required to be filled in at all times. It is a violation to provide a blank IABS without the contact information.

License holders must provide a link to the IABS form in a readily noticeable place on the homepage of their business website, in at least 10 point font and labeled "Texas Real Estate Commission Information about Brokerage Services". A sales agent or broker must also provide the form at the first substantive communication with a prospective client by one of the following four methods: (1) by personal delivery; (2) by first class mail or overnight common carrier delivery service; (3) in the body of an email; or (4) as an attachment to an email, or a link within the body of an email, with a specific reference to the IABS Form in the body of the email.

**NOTE:** you are not allowed to include a link to the IABS in the signature line or footnote of an email.



# Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

**TYPES OF REAL ESTATE LICENSE HOLDERS:**

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

**A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):**

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

**A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:**

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - o that the owner will accept a price less than the written asking price;
  - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - o any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

**TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:**

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Sales Agent/Associate's Name	License No.	Email	Phone
Buyer/Tenant/Seller/Landlord Initials			Date

Regulated by the Texas Real Estate Commission

TXR-2501  
Alamo Home Source Realty, 542 E. Highland Blvd San Antonio TX 78210  
Collia Corrington

Information available at [www.trec.texas.gov](http://www.trec.texas.gov)

IABS 1-0 Date  
Printing perp.

## AGENCY RELATIONSHIPS

This brokerage only works with clients. In order to turn a customer into a client, agency relationships have to be entered into.

## BUYER AGENCY

This brokerage requires that prior to showing a buyer a property, a Buyer Representation Agreement must be signed. A Buyer's Consultation is strongly recommended as this is the perfect opportunity to get the Agreement signed as well as build trust and rapport with the Buyer. Training is available to teach the salesperson exactly how to conduct a Buyer's Consultation.

## SELLER AGENCY

This brokerage requires that all sellers listing a home with this brokerage sign the Exclusive Right to Sell Listing Agreement. Training on effective listing presentations is available and strongly recommended to all salespersons.

## INTERMEDIARY

This brokerage does allow Intermediary Relationships with broker approval.

All Intermediary relationships must be authorized in the Buyer's Representation Agreement and the Listing Agreement. The Intermediary Relationship Notice must be signed by all parties.



### INTERMEDIARY RELATIONSHIP NOTICE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
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To: \_\_\_\_\_ (Seller or Landlord)  
and \_\_\_\_\_ (Prospect)  
From: \_\_\_\_\_ (Broker's Firm)  
Re: \_\_\_\_\_ (Property)  
Date: \_\_\_\_\_

- A. Under this notice, "owner" means the seller or landlord of the Property and "prospect" means the above-named prospective buyer or tenant for the Property.
- B. Broker's firm represents the owner under a listing agreement and also represents the prospect under a buyer/tenant representation agreement.
- C. In the written listing agreement and the written buyer/tenant representation agreement, both the owner and the prospect previously authorized Broker to act as an intermediary if a prospect who Broker represents desires to buy or lease a property that is listed by the Broker. When the prospect makes an offer to purchase or lease the Property, Broker will act in accordance with the authorizations granted in the listing agreement and in the buyer/tenant representation agreement.
- D. Broker  will  will not appoint licensed associates to communicate with, carry out instructions of, and provide opinions and advice during negotiations to each party. If Broker makes such appointments, Broker appoints:  
\_\_\_\_\_ to the owner; and  
\_\_\_\_\_ to the prospect.
- E. By acknowledging receipt of this notice, the undersigned parties reaffirm their consent for broker to act as an intermediary.
- F. Additional information: (Disclose material information related to Broker's relationship to the parties, such as personal relationships or prior or contemplated business relationships.)

The undersigned acknowledge receipt of this notice

Seller or Landlord \_\_\_\_\_ Date \_\_\_\_\_ Prospect \_\_\_\_\_ Date \_\_\_\_\_

Seller or Landlord \_\_\_\_\_ Date \_\_\_\_\_ Prospect \_\_\_\_\_ Date \_\_\_\_\_

(TXR-1409) 1-7-04

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Alamo Home Source Realty, 542 E. Highland Blvd San Antonio TX 78210 Phone: 210-602-9719 Fax: \_\_\_\_\_  
Celia Carrizosa Produced with zipForm® by ziplogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com Printing prep.

SELLER'S

DISCLOSURE NOTICE

This brokerage requires when representing sellers that the seller fill out the TAR or TREC version of the Seller's Disclosure Notice. The salesperson should educate the seller on the importance of disclosure and the possibility of a Deceptive Trade Practices Act (DTPA) lawsuit (triple damages) for failure to disclose which is quite costly. The salesperson **MUST** make certain that anything the seller tells him/her about the property has been properly disclosed. A Seller's Disclosure Notice is not required when:

- Pursuant to a court order or foreclosure sale
- By a bankruptcy trustee
- To a lienholder by the owner of a property
- By a mortgagee (lender) who has acquired the property through a foreclosure or a deed in lieu of foreclosure
- By a fiduciary (e.g. an executor, trustee or guardian) in the course of administration of a decedent's estate, guardianship, conservatorship or trust
- From one co-owner to one or more other co-owners
- To a spouse or to a person in the lineal line of consanguinity (e.g. parents, grandparents, children) of one or more of the transferors
- Between spouses resulting from a divorce decree or a property settlement agreement incident to a divorce decree
- To or from any governmental entity
- Of a new residence which has not previously been occupied for residential purposes
- Where the value of the dwelling does not exceed five percent of the value of the property

**Salespersons, please note!** Even if your seller is one of the above 11 exceptions to filling out the Seller's Disclosure Notice, he/she **must still disclose any information they know about the property.**

In the event there are **any material changes** after the original Seller's Disclosure Statement has been completed, the salesperson **must have the seller amend the Seller's Disclosure Notice.** Also, the salesperson must make certain that the Seller's Disclosure Notice that is in the MLS is the most current one.

LEAD BASED PAINT



This brokerage wants each salesperson to be safe. No amount of money is worth jeopardizing your safety. The following safety measures are in place to make certain that each salesperson is aware and safe when acting as a salesperson within this brokerage:

1. This brokerage requires that a salesperson showing a property is not allowed to meet a buyer at the property without first having entered into a Buyer's Representation Agreement.
2. The salesperson must let someone know where they will be and who they will be showing properties to. Never meet a stranger at a property no matter how nice they sound.
3. This brokerage encourages you to trust your instincts! They will never fail you. There is always someone who will go with you to show a property or to a listing appointment if you do not feel safe.

**Additional safety measures this brokerage will incorporate include:**

The National Association of REALTORS has put together a list of 56 tips regarding safety measures.

56 Safety Tips for REALTORS® (All tips are taken from NAR's REALTOR® Safety Resource Kit).

#### **Tip #1**

Keep it light

Show properties before dark. If you are going to be working after hours, advise your associate or first-line supervisor of your schedule. If you must show a property after dark, turn on all lights as you go through, and don't lower any shades or draw curtains or blinds.

#### **Tip #2**

Checking-in

When you have a new client, ask him/her to stop by your office and complete a Prospect Identification Form (Find a copy online at [www.REALTOR.org/Safetv](http://www.REALTOR.org/Safetv)). Also, photocopy their driver's license and retain this information at your office. Be certain to properly discard this personal information when you no longer need it.

#### **Tip #3**

Don't be too public

Limit the amount of personal information you share. Consider advertising without using your photograph, home phone number and/or home address in the newspaper or on business cards. Don't use your full name with middle name or initial. Use your office address or list no address at all. Giving out too much of the wrong information can make you a target.

#### **Tip #4**

Touch base

Always let someone know where you are going and when you will be back; leave the name and phone number of the client you are meeting and schedule a time for your office to call you to check in.

#### **Tip #5**

Open house safety

Open house: it ain't over till it's over. Don't assume that everyone has left the premises at the end of an open house. Check all of the rooms and the backyard prior to locking the doors. Be prepared to defend yourself, if necessary.

#### **Tip #6**

Stranger danger

Tell your clients not to show their home by themselves. Alert them that not all agents, buyers and sellers are who they say they are. Predators come in all shapes and sizes. We tell our children not to talk to strangers. Tell your sellers not to talk to other agents or buyers, and to refer all inquiries to you.

#### **Tip #7**



Sturdy doors are key to home safety

Make sure that all your home's doors to the outside are metal or solid, 1 1/2" hardwood, and have good, sturdy locks.

**Tip #8**

Block identity theft

Contact the fraud department of any of the three consumer reporting companies— Equifax®, ExperianSM and Trans Union®—to place a fraud alert on your credit report. The fraud alert automatically lets credit card companies and other creditors know they must contact you before opening any new accounts or making any changes to your existing accounts.

**Tip #9**

Keep track of colleagues

Have a check-out employee board at your office, listing your name, destination, customer name, date and expected return time.

**Tip #10**

Wear your REALTORS ID

Always wear visible company identification such as a badge. It is also best to drive a vehicle clearly marked with your company name. These will be invaluable for identification if you need to get assistance.

**Tip #11**

Bring up the rear

When showing a home, always have your prospect walk in front of you. Don't lead them, but rather, direct them from a position slightly behind them. You can gesture for them to go ahead of you and say, for example, "The master suite is in the back of the house."

**Tip #12**

Pick up some self-defense skills

The best way to find a good self-defense class is to learn what is available, and then make a decision. Many health clubs, martial arts studios and community colleges offer some type of class. You can also ask your peers, friends and family if they have taken a self-defense class that they would recommend.

**Tip #13**

You take the wheel

Whenever possible, take your own car to a showing. When you leave your car, lock it.

**Tip #14**

Shield your computer from e-mail viruses

Computer viruses can impair and seriously damage your computer. Viruses are often distributed via attachments in e-mail spam. Never open an attachment from someone you don't know, and, if you receive a strange or impersonal-sounding message from a familiar address, check with that person to make sure that they really sent it.

**Tip #15**

Got cell service, everywhere?

When you're showing commercial property, thick walls and/or remote locations may interfere with mobile phone reception. Check in advance to be sure your phone is serviceable in the area in which you are showing the property.

**Tip #16**

Choose flight over fight

While every real estate agent should take a basic self-defense course, the primary goal in any threatening situation is to escape from immediate danger and call for help.

**Tip #17**

"Who's calling?"

Install caller I.D. on your telephone, which should automatically reject calls from numbers that have been blocked. This will provide you with immediate information about the source of the call.

**Tip #18**

Your trash is another man's treasure

Just bought a new entertainment system? A bunch of empty boxes out by the curb triggers an alarm to would-be thieves. Instead of putting boxes out in plain sight, cut them down, and stuff them in trash bags.

**Tip #19**

Hide personal information

Tell your sellers: DON'T leave personal information like mail or bills out in the open where anyone can see it. Be sure to lock down your computer and lock up your laptop and any other expensive, easy-to-pocket electronics, like iPods, before your showing.

**Tip #20**

Agree on an office distress code

Create a voice distress code, a secret word or phrase that is not commonly used but can be worked into any conversation for cases where you feel that you are in danger. Use this if the person you are with can overhear the conversation, but you don't want to alarm them. Example: "Hi, this is Jennifer. I'm with Mr. Henderson at the Elm Street listing. Could you email me the RED FILE?"

**Tip #21**

Have your excuse ready

Part of being prepared to deal with a threatening situation is having "an out." Prepare a scenario in advance so that you can leave—or you can encourage someone who makes you uncomfortable to leave. Examples: Your cell phone or pager went off and you have to call your office, you left some important information in your car, or another agent with buyers is on his way.

**Tip #22**

Take two seconds when you arrive at your destination to check out potential dangers:

- Is there any questionable activity in the area?
- Are you parked in a well-lit, visible location?
- Can you be blocked in the driveway by another vehicle?

**Tip #23**

You are not alone

If you encounter an individual while working late or alone in your office, indicate to that person that you are not alone. Say something like, "Let me check with my supervisor to see whether she's able to see you now."

**Tip #24**

Your email is public

Don't send any vital or private information via email. Keep in mind that unlike websites, email is never secure.

**Tip #25**

Don't get lost

If you are in an unfamiliar area, make mental notes of landmarks, points of interest and intersections. And always know the exact address of where you are going. If you must use a GPS, then pull over and stop in a safe place first.

**Tip #26**

Careful with cash deposits!

If you periodically carry large deposits to the bank, be especially aware of any strangers lurking around the office parking lot. If you must transport cash deposits, use the buddy system or arrange for a security service or police escort.

**Tip #27**

## Lock up client keys

Be sure to use the lockbox property-key procedure that has been established to improve real estate agent safety. A reliable, secure lockbox system such as those made by NAR REALTOR Benefits® Partner SentiLock ensures that keys don't fall into the wrong hands.

### Tip #28

#### Shop online safely

When shopping online, check out a website before entering your credit card number or other personal information. Enter this information only on secure web pages with addresses that start with "https" and have a closed padlock symbol at the bottom of the browser window. These are signs that your information will be encrypted or scrambled, protecting it from hackers.

### Tip #29

#### Nothing personal...

When talking to clients and prospects, be friendly but still keep your personal information private. This means avoiding mention of where you live, your after-work or vacation plans, and similar details

### Tip #30

Take two seconds as you walk towards your destination to check out potential risks.

- Are people coming and going or is the area unusually quiet?
- Do you observe any obstacles or hiding places in the parking lot or along the street?
- Is anyone loitering in the area?

### Tip #31

#### Be careful with keys

Don't hand out house keys to friends, even if they are trustworthy. Know the location of all your house keys all the time. Never use hide-a-keys or leave the key under the doormat, above the door, in a flowerpot, or anywhere outside the house. You may think you're being clever, but experienced thieves know all the tricks. Also, keep your car keys and house keys on a different ring if you ever use valet parking or leave your keys with parking lot attendants or even at a repair garage.

### Tip #32

#### From dawn till dusk

When showing a vacant commercial site, be aware of the time of day you meet a client. Showing a property at dusk or after dark, with no electricity on in the space you are showing, is not advisable.

### Tip #33

#### Thwart thieves

Remind your clients that strangers will be walking through their home during showings or open houses. Tell them to hide any valuables in a safe place. For security's sake, remember to remove keys, credit cards, jewelry, crystal, furs and other valuables from the home or lock them away during showings. Also remove prescription drugs. Some seemingly honest people wouldn't mind getting their hands on a bottle of Viagra, uppers or downers.

### Tip #34

#### Long-term thinking

If you think it may be some time before a property sells (and you may, therefore, be showing it often), get acquainted with a few of the immediate neighbors. You will feel better knowing they know your vehicle, and they will feel better about the stranger (you) who frequently visits their neighborhood.

### Tip #35

#### Don't dial and drive!

Using a cell phone while driving can cause an accident. For driving safety, purchase a hands-free phone kit for your vehicle. And never attempt to take notes while driving – pull over and stop in a safe place first.

### Tip #36

#### Carry less

If you carry a purse, lock it in your car trunk before arriving at an appointment. Carry only nonvaluable business items (except for your cell phone), and do not wear expensive jewelry Or watches, or appear to be carrying large sums of money.

#### **Tip #37**

Don't get parked-in

When showing property or meeting someone, park your car in front of the property rather than in the driveway. You will avoid having your car blocked in, you'll have an easier time escaping in your vehicle, and you will attract lots of attention running and screaming to your car at the curb area.

#### **Tip #38**

Monitor your financial accounts

Open your credit card bills and bank statements right away. Check for any unauthorized charges or withdrawals and report them immediately. Call if bills don't arrive on time. It may mean that someone has changed contact information to hide fraudulent charges.

#### **Tip #39**

Take two seconds to pause and look around as you enter your destination.

- Does anything seem out of place?
- Is anyone present who shouldn't be there or who isn't expected?

#### **Tip #40**

Plan ahead with escape routes

Upon entering an open house property for the first time, check each room and determine at least two "escape" routes. Make sure all deadbolt locks are unlocked for easy access to the outside.

#### **Tip #41**

Keep it professional

All of your marketing materials should be polished and professional. Don't use alluring or provocative photography in advertising, on the Web or on your business cards. There are many documented cases of criminals actually circling photographs of their would-be victims in newspaper advertisements.

#### **Tip #42**

Best practices for model home showings

When a person comes through the office to view a model home, have them complete a guest register that includes their full name, address, phone number, email, and vehicle information.

#### **Tip #43**

Safe apartment living

Moving into an apartment? Have the locks changed when you move in (the maintenance crew can simply swap lock cylinders with a random vacant apartment, a project that is free and takes only a few minutes). And just use your last name, or if necessary last name and first initial, on your door or mailbox. This keeps strangers from knowing your gender or how many people live in your apartment.

#### **Tip #44**

Rely on good neighbors

Inform a neighbor that you will be hosting an open house, and ask if he or she would keep an eye and ear open for anything out of the ordinary.

#### **Tip #45**

Be prepared: pre-program!

To best prepare for an emergency, pre-program important numbers into your cell phone. These may include your office, your roadside assistance service or garage, and 9-1-1

**Tip #46**

Beware of "phishers"

Don't respond to emails requesting personal or private information such as passwords, credit card numbers or bank account numbers. Even if a message appears to be from your bank or a trusted vendor, credible companies never request private information this way.

**Tip #47**

Scam alert!

At an open house, be alert to visitors' comings and goings, especially near the end of showing hours. Police have reported groups of criminals that target open houses, showing up en masse near the end of the afternoon. While several "clients" distract the agent, others go through the house and steal anything they can quickly take.

**Tip #48**

Make your clients your "safety partners"

Inform clients who are selling that while you are taking safety precautions, and that you've checked and locked the home before leaving, they should immediately double-check all locks and scout for missing items immediately upon their return, in case you've missed any less-than-obvious means of entry.

**Tip #49**

Don't use the "v word"

When describing a listing, never say that a property is "vacant." This may be an invitation to criminals.

**Tip #50**

Check suspicious emails

Before you act on an email request, check a list of the latest email scams on the Federal Trade Commission's website at <http://www.ftc.gov/bcp/menu-internet.htm>

**Tip #51**

When in doubt, shred!

Thoroughly shred all papers with personal information before you throw them away. Shred unwanted credit card applications and "convenience checks" that come in the mail, credit card receipts with your account number, outdated financial papers and papers containing your clients' personal information.

**Tip #52**

Public transportation should be for the public... not from the public

If you plan on using public transportation, whether it's from a convention or to an open house, make sure that you are riding in a registered taxi (before entry). Be aware that people may be soliciting rides using their own vehicles. Ask yourself some questions before entering.

- Can you definitively indicate that the vehicle you are about to enter is a registered form of public transportation? (Look for signs, symbols, or a phone number on the car to confirm its validity)
- If in doubt, stay out

**Tip #53**

Be in charge

Whenever possible, be sure your cell phone has a full battery charge or is in the process of charging. This is critical, especially if you plan on leaving the house/venue.

**Tip #54**

People are not who they say they are

Even with the help of caller I.D, you can never be too sure you know who you are talking to. For example, if someone who claims to know you gives you a call and starts to make unusual requests on your behalf, then STOP TALKING. Scammers feed off your reactions in order to compile additional information. Hint: If the caller has no recollection of previous conversations, then they are not who they say they are.

#### **Tip #55**

Have a lifeline

If you find yourself to be the last one in an open house and your car is not in the immediate vicinity of the venue, then make a phone call as you walk. Assailants will be less willing to attack if you are in mid conversation with another person. Give your best friend a call; they would love to hear about your day.

#### **Tip #56**

Be aware of adware and malware

Be sure that you don't click on error messages with unfamiliar logos that state "your computer has been infected with a virus" or "Trojan found." These messages with unfamiliar logos will tell you there is something wrong with your computer and to download their protection service, when in actuality you are downloading a virus and setting yourself up for information loss.

### **Social Media Policy**

This brokerage follows the national Association of REALTORS social media template. The rules must be adhered to in order to prevent liability and lawsuits. The social media template can be found at <http://www.realtor.org/management/association-social-media-usage-policy>.

As used in this policy REALTOR® shall refer to the principal broker or a broker standing in the shoes of the principal broker. Agent shall mean a licensed real estate agent employed by or affiliated with the REALTOR®. Users shall mean individuals visiting the social media sites of Agents. Social Media as used in this policy shall apply to both activities at the agent's web sites (e.g., blogging) and use of third party social media tools (e.g., Facebook, Twitter, LinkedIn, etc.). Because there already exist hundreds of different Social Media tools which may be utilized by agents and more are constantly being created, the provisions of this policy are to be interpreted generally to apply to the types of interaction the agent has with the social media service rather than to specific web sites and providers. Notwithstanding anything in this policy, it remains the responsibility of the Agent to comply with the requirements of local, state and federal law and the Code of Ethics of the National Association of REALTORS®.

The scope of this policy shall extend to all uses of social media in connection with the real estate business (use in connection with the real estate business would include any use in which the agent seeks to promote or capture real estate business from consumers or other agents). This policy is not intended to cover the activities of Agents falling completely outside the real estate business; however any conduct which reflects adversely upon broker or the brokerage may be reviewed under the terms of this policy.

Whenever identification is required by this policy is shall include the following (include those that apply):

- a. Name/Logo of brokerage
- b. Name of broker
- c. Address of the brokerage office with which the agent is affiliated



- d. Phone/Fax/E-mail of the brokerage office
- e. Name of the agent responsible for the web site
- f. State of licensure
- g. Agents affiliated with a team may also include the name of that team
- h. Phone/Fax/E-mail of agent or team responsible for the web site
- i. Any other requirements mandated by state law/regulation
- j. Any additional brokerage identification requirements

## Blogging

1. Agent shall be responsible for compliance with all laws and regulations governing real estate business including fair housing, antitrust and real estate license laws and regulations.

a. Where identification is required the same items of identification listed in the Internet policy shall apply or

b. Where identification is required, at a minimum the following elements shall be disclosed (see list above to select)

2. The Agent shall be responsible for informing the REALTOR® (and obtaining approval) of any blogging site maintained by Agent and shall be provided with information necessary to subscribe to the blog

3. Terms of Use a REALTOR® is responsible for establishing the process for governance of the blog by posting terms of use for the blog. i. Agent shall use the terms of use of the brokerage for blogs; or H. Agent shall create terms of use and allow them to be reviewed by broker prior to launch of the blog Hi. Agent shall make the terms of use available to REALTOR® upon request. b. The terms of use shall include: i. Users shall abide by any legal requirements related to the use of the blog and the site's terms of use for the blog including specifically its privacy policy. Users shall be responsible for their conduct on site H. Obtain clear authority from Users to utilize anything the User includes on the site Hi. Prohibit the unauthorized use of third party content or the posting of any unlawful or objectionable materials iv. Prohibit the use of the site to harass or stalk anyone v. Prohibiting the posting of content which infringes on the rights of any third party vi. Prohibit the posting of content which expresses a preference based upon an individual's membership in a protected class vii. Provide a take-down policy in the event any such materials are posted to the site viii. Disclaim responsibility for any third party sites linked to through the site ix. Generally disclaim and limit any liability arising from the content of the site whether provided by Agent or a User x. Provide a privacy policy consistent with that used by the brokerage

4. Agent shall not pay or provide anything of value to another party in consideration of comments placed on the blog. If Agent does allow comments to be posted in return for consideration, the fact that the commenter has received compensation shall be disclosed.

5. Identification a. Agents shall identify themselves when establishing a blog in such a way that Users of the blog shall know the Agent's name, their status as a real estate licensee and the name of the brokerage with which they are affiliated. b. In any posting related to the brokerage, the

Agent shall assure that the Agent's relationship to the brokerage is clear so as to avoid violation of the FTC rules. c. Agents shall not participate in the blog of another party without disclosing their identity and the brokerage with which they are affiliated.

6. Responsibility for Maintenance a. All blogging must be monitored by agent for false / defamatory / demeaning / degrading comments at least once per

b. Agent is responsible for removing or clarifying any comment if the agent knows that it is false or misleading

7. Agent is responsible for assuring that the content and operation of the blog conform to the standards established in the Code of Ethics

8. REALTOR® must be notified of any offer of compensation to the agent for real estate related services communicated or established through the blog

Use of Third-Party Social Media Sites (Facebook, YouTube, Twitter, 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 brokerage with legal liability risk management and to protect the brokerage's reputation and good will in the community. Like with blogging, the scope of this policy is intended to relate to use of social media in connection with the real estate business, but regardless of the social media service being used, when related to the real estate business the Agent should observe these guidelines.

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 sites. Where options are provided, the Agent shall / may select an option which provides a level of protection to Users of Agent's social media site consistent with the level of protection afforded by the brokerage at the brokerage's web 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 be aware of this when making decisions as to what to include on their social media sites.

Posting of Professional Contacts/Qualifications (e.g., LinkedIn)

1. Agent is responsible for assuring that any listing of qualifications, credentials or training contained on the site is current, accurate and not misleading. Any changes to the foregoing shall be promptly revised on the site.

2. Agent shall not falsely claim association with any person or group

3. Notwithstanding any provision herein, Agent remains responsible for complying with the license laws and regulations governing the conduct of licensees and all applicable local, state and federal laws.

4. Agent is responsible for assuring that the content conforms to the standards established in the Code of Ethics

Posting of text (e.g., Facebook, MySpace, Twitter)

1. All text shall be the Agent's own and not plagiarized or copied from another party without that party's permission. This shall not prohibit the use of reasonable quotations from the writings of others or writing for which the Agent has received permission to use or using writings consistent with the practices of the site (e.g., retweeting). No content which infringes the rights of any third party may be used.
2. Agent may/may not write regarding the listings of other licensees within the brokerage
3. Agent may /may not write regarding the listings of other brokerages
4. Agent shall assure that writings do not contain unauthorized disclosures of confidential information of clients, customers or REALTOR®
5. Agents responsible for assuring that the use if the site is consistent with the Code of Ethics, local, state and federal laws and all applicable real estate license laws and regulations, including where necessary identifying Agent.

Posting of comments to social media pages of others.

1. Any statement regarding the brokerage shall clearly disclose the Agents relationship to the brokerage
2. The Agent shall disclose his/her status as a real estate professional as a part of any real estate related statement
3. Agent may/may not accept compensation for placing a comment on a site
4. Agent is responsible for assuring that the use of the site is consistent with the Code of Ethics, local, state and federal laws and all applicable real estate license laws and regulations, including where necessary identifying Agent.

Posting of photos (Flickr)

1. Agent is responsible for assuring that that Agent is authorized to use any photo posted to the site (to avoid copyright issues)
2. Agent shall secure permission to post for marketing purposes the image of another person on the site
3. If an image has been materially altered in any way by Agent, the fact that the image is altered shall be disclosed
4. Agent is responsible for assuring that the use of the site is consistent with the Code of Ethics, local, state and federal laws and all applicable real estate license laws and regulations, including where necessary identifying Agent.

Posting of audio/video (YouTube)

1. Agent is responsible for assuring that that Agent is authorized to use any audio/video posted to the site (to avoid copyright issues)
2. Agent shall secure permission to post for marketing purposes the image of another person on the site
3. If an image has been altered in any way by Agent, the fact that the image is altered shall be disclosed

4. Agent is responsible for assuring that the use of the site is consistent with the Code of Ethics and all applicable real estate license laws and regulations, including where necessary identifying Agent.

## Email Etiquette

Emailing is as important as live phone conversations in today's companies and many employers are losing customers, leads and dollars due to poorly handled emails. One can have their character, performance and intelligence pre-determined by the way they write, reply and use email communication.

Let's start with the basics of email. There must be a subject line that demonstrates the core meaning of your email message. There should always be a greeting as with any mail correspondence; that is just good manners. There should be a closing so as to not make you sound terse or annoyed.

Be sure you address the note with the same formality as you would in personal or business communication such as Dear Ms. Santamaria or Dear Rita. Always verify correct spelling of the person's name and spelling within the body of the note. Colons (:) tend to send an immediate "unwelcome" feeling to any email. Emails with typos are not taken as seriously or degrades the person's intelligence level.

Read your email out loud prior to clicking send so as to check the tone of your message. Choose words that reflect your meaning and try not to be abrupt. Using all capital letters give the recipient the feeling you are screaming at them. Bolding your words show you are emphasizing a point and being emphatic. Using all lower case sounds like you are mumbling. Don't abbreviate words like two, too, for "2" or you with "U." You are giving a first impression of yourself over the electronic mail delivery system and abbreviations give your associates and clients the impression you are in a hurry, disorganized or uneducated.

The use of !!! and ??? demonstrate too much emotion in an email unless it's a personal email and that is your goal. If the intention is not to have a personally charged tone in your email, walk away from the computer, cell phone, relax for awhile and then reread your remarks and ask yourself if you were on the receiving end of the note would a working solution occur based on the wording and tone of the email you are writing? Reviewing the sender's email to verify you are interpreting their message is a great suggestion. When in doubt, pick up the phone and call that person to verify the sender's information.

Refrain from using "all caps" as that makes the reader feel like they're being yelled at. Type complete sentences and use correct sentence structure. The use of thank you, please, how are you, and such are always good communication techniques and relevant to every email and form of communication.

Replying to "all" in an email should only be used as requested.

## TELEPHONE ETIQUETTE

This brokerage requires excellent telephone etiquette. Your grammar and the tone of your voice can make a good or bad first impression. If the phone is answered "this is her" rather than "this is

she," credibility and professionalism is immediately lost. Regular classes on telephone etiquette and turning phone calls into clients are held on a regular basis.

Please note that an unlicensed assistant who answers the telephone is never allowed to give any information on the property and must transfer the call to a salesperson.

## TELEPHONE TECHNIQUES

The most important aspect in your business is your ability to communicate by phone. The first 30 seconds of a phone call are the most important. Millions of dollars are lost each year directly due to poor handling of the phone.

1. Greeting the Caller: The first few seconds for your first time caller to establish a good or bad taste in their mouth about your company are critical. Answer the phone within the first 2 rings. Answer by giving a "verbal handshake." "Champions School of Real Estate, this is Kimberly. How may I help you?" Tip: put a mirror in front of you.
2. Body Language Does Matter: Sit upright, answer the phone with a smile. Have a bounce in your voice (and of course step).
3. Build Rapport: Show a genuine desire to help. Think of your warm and friendly place and carry that feeling on the phone. Listen!! You can't listen while you are typing. Take notes while you're talking (stop and jot the person's name, why they are calling, etc...). Finish the call on a positive note. Ask the caller if you have answered all of their questions. Tell them to have a wonderful day.

## CUSTOMER SERVICE

This brokerage requires above and beyond customer service. Our clients must feel like they are the most important people in the world. Thus, timely, effective, and polite communication is essential. If any salesperson does not provide this type of customer service, their license could be sent back to TREC.

## INTEGRITY AND ETHICS

Every salesperson in this brokerage must have the highest degree of integrity and ethics at all times.

## CONFIDENTIALITY

All information regarding your clients is confidential and survives closing. The only exception would be if your client told you something illegal that must be reported to the authorities.

## MISCELLANEOUS

A copy of all documentation must be given to broker within 24 hours via Google Drive.

This brokerage allows paper and paperless transactions. If paperless, the documents must be able to be reproduced. Thus, an excellent back up system is necessary.

Each salesperson will receive this Policies and Procedures Manual which they should read in its entirety. The Brokerage Policies and Procedures Acknowledgment and Agreement must be signed by the salesperson.

Agent is responsible for the deductible payment should the E&O insurance be used on their behalf.

Agents are allowed one personal deal per year.

## Acknowledgement of Receipt and Agreement

I have been provided with and read 's Policies and Procedures Manual. I understand that condition of my independent contractor status is to abide by the policies set forth therein and that failure to abide by the stated policies may subject me to disciplinary action, up to and including termination of any contractor agreement. I understand that my independent contractor status with is at will and may be terminated with or without cause and with or without notice of any time by the Company or myself. I further understand that the Policies and Procedures Manual is not a contract and the information provided therein may be changed by the Company at any time and in its sole discretion.

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Independent Contractor Signature

Date

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Independent Contractor Name (Print)

Please return signed acknowledgment to Ryan Parker, Broker at Collab-RT Realty

## Collab-RT Realty IMPORTANT FACTORS TO REMEMBER:



- It is the responsibility of the agent to pay his or her own taxes.
- Collab-RT works on a \$99 monthly fee and an 85/15 split.
- If there is no Brokerage Agency, New Home Builder, or attorney assigned on the other side of the receipted contract, the contract will be considered an Intermediary Transaction.  
\*NOTE Agents must first get approval from the broker to do an Intermediary Transaction.
- Rates can be changed with 30-day notice to agents. Notice may be placed on the White Line Agents Facebook Page.
- COMMERCIAL SALES, BUSINESS SALES AND LEASES: The transaction fee will be 85% to the agent and 15% to Collab-RT Realty
- FARM, RANCH AND LAND SALES: The transaction fee will be 85% to the agent and 15% to Collab-RT Realty.
- RESIDENTIAL LEASE AND APARTMENT LOCATING: The transaction fee will be 85% to the agent and 15% to Collab-RT Realty.
- Agents will not take Net Listings unless approved in writing by the broker.
- An agent will not buy homes from sellers and turn around and resell for profit unless there is substantial rehab done and disclosures are given to the seller.
- In the event a salesperson's real estate license becomes inactive or expires, the salesperson will no longer be allowed to conduct any real estate activity and will receive no further commission(s).
- All salespersons must use the new forms by the effective change date. Failure to do so could result in the broker returning the salesperson's license to the Texas Real Estate Commission.
- In the event a salesperson's advertisements are not approved by the broker prior to being used, the Salesperson's license could be returned to TREC.
- In the event a fine is incurred for failure to adhere to the rules of the city, the salesperson will be responsible for the fine.
- All trust money will be maintained in a trust account by broker. Any trust money received by a salesperson must be immediately delivered to broker. Failure to do so could result in the salesperson's license being returned to TREC.
- This brokerage will not provide notification of any MLS/Association amounts due.
- Each salesperson will receive this Policies and Procedures Manual which they should read in its entirety. The Brokerage Policies and Procedures Acknowledgment and Agreement must be signed by the salesperson.



## Acknowledgement of Receipt and Agreement

I have been provided with and read the Collab-RT Realty Policies and Procedures Manual. I understand that condition of my independent contractor status is to abide by the policies set forth therein and that failure to abide by the stated policies may subject me to disciplinary action, up to and including termination of any contractor agreement.

I understand that my independent contractor status with Collab-RT Realty is at will and may be terminated with or without cause and with or without notice of any time by the Company or myself. I further understand that the Policies and Procedures Manual is not a contract and the information provided therein may be changed by the Company at any time and in its sole discretion.

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Independent Contractor Signature Date

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Independent Contractor Name (Print)

Please return signed acknowledgment to Ryan Parker, Broker at Collab-RT Realty



**BROKERAGE POLICIES AND PROCEDURES  
ACKNOWLEDGMENT AND AGREEMENT**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
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**CONCERNING THE BROKERAGE POLICIES AND PROCEDURES OF**

Collab-RT Realty LLC (Broker)

I, \_\_\_\_\_ (Sales Associate), state as follows:

- (1) I acknowledge receipt of a copy of the Brokerage Policies and Procedures.
- (2) I have read and understand the Brokerage Policies and Procedures.
- (3) I have had an opportunity to ask questions about the Brokerage Policies and Procedures.
- (4) I agree to abide by the terms of the Brokerage Policies and Procedures.
- (5) I understand that the Broker may, from time to time, amend the terms of the Brokerage Policies and Procedures.
- (6) I understand that the Brokerage Policies and Procedures are not intended as an express or implied contract of employment. The Broker reserves the right to terminate the association of any Sales Associate at any time, with or without cause.**

\_\_\_\_\_  
Signature of Sales Associate

\_\_\_\_\_  
Date