



# Company Office Manual

**Policy and Procedures**



2016

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## **1 INTRODUCTION:**

This manual is designed to define and explain policies and procedures adopted by Re/Max Premier Inc., Brokerage. Accordingly, all Salespersons/Brokers, hereinafter referred to as registered Representatives, Independent Contractors and Brokerage personnel shall be required to acknowledge and adhere to this Policy Manual, including amendments thereto, from time to time.

This manual is also intended as a repository of useful information that may be referred to, from time to time, in the event Representatives / Personnel seek clarification in regard to procedure and/or conduct in regard to any real estate transaction or to the Brokerage's Real Estate Business in general. Adherence to the Policies, Procedures, and Conduct outlined in this Manual is of paramount importance in order to ensure **collectively as a Brokerage** we comply with Industry Standards and applicable governmental agencies/authorities. Such compliance and conduct is prerequisite for achieving the Client's best interest and for the Brokerage and its Representatives to achieve optimal responsible Objectives.

**The Brokerage's Image and Consumer Perception is directly related to the degree we collectively adhere to the Policy Manual. A real estate Brokerage is as good as the people associated with it and therefore it is imperative that we collectively co-operate fully and comply with policies and procedures set out herein. This practice will ensure that we achieve and maintain the desired Quality Image and Consumer Perception we require to attain in order to enjoy our industry's competitive advantage and benefit therefrom.**

These policies and objectives of the Brokerage, as a responsible corporate citizen, are based on the fundamental premise; "the Brokerage's 'goodwill' is only enhanced by providing complete responsible real estate services to clients and the general public in a manner such that we will be recognized and appreciated by consumers and peers alike, as a Brokerage that provides competent, efficient and highly reputable quality service". Management has finely tuned the Brokerage's operations in order that **clearly defined necessary services dictated by Industry Standards and the market place** will be the components of our "modus operandi", to ensure that we achieve the desired Professional Image, Service delivery Effectiveness and Competence Level usually associated with professionally recognized Realtors. Let us acknowledge that ultimate success is measured by our perceived worthiness from consumers and peers and strengthened by self-commitment and application to maximum performance. This is a formula that usually yields maximum return. Accordingly, as a paramount purpose, this Policy Manual is designed to assist, develop and implement our customized business plan, "blue print", enabling us to be efficient, responsive, prudent, competent and successful as a "Real Estate Brokerage".

## **2 INDUSTRY MEMBERSHIP STATUS:**

This Brokerage is registered within the meaning of the Real Estate and Business Broker's Act of Ontario, [the "Act"] and a member in good standing with the Real Estate Council of Ontario, Canadian Real Estate Association, Ontario Real Estate Association, Toronto Real Estate Board, and RE/MAX system. Accordingly, all registered Representatives of the Brokerage shall ensure they will be in good standing with the above and further agree to ensure that such good standing shall be in continuity, throughout the duration of the relevant relationship existing between the Brokerage and the registered Representative.

## **3 AREA OF EXPERTISE:**

Representatives shall observe the relevant Sections of the Real Estate & Business Broker's Act (the "Act") and R.E.C.O. that deal with the required level of expertise, knowledge and competence of registrants in relation to the various types of transactions carefully. **The "Act" provides that any registrant not completely conversant with any specific type of transaction, including but not limited to [I.C. & I. Listings/Sales] shall refer such business to a qualified Representative and/or seek assistance from someone qualified and/or the Brokerage/Manager.**



#### **4 OFFICE ACCESS AND SECURITY:**

**Representatives are not permitted to enter the inner reception area or any administration area unless invited by a member of the Office Staff.** At the end of regular office hours the Office staff will lock the Office staff area, Administration area, and main entrance access to the office and turn off office equipment, machines and service utensils, etc. Accordingly, affiliates remaining in the office or using office facilities after hours will ensure main entrance access is locked and secure, at all times and upon leaving will turn off lights, office equipment, all other service utensils and machinery, **engage alarm system and secure the floor.**

#### **5 OFFICE FACILITIES:**

The Broker provides staffed and managed office(s) wherein the Firm's Salespersons have a Non Exclusive right to use the designated common areas for the purpose of receiving mail, correspondence, catalogues, processing Listings and Trades and for general access to the Broker's support staff and equipment as may be provided from time to time. The normal staffed office hours are 9:00 am to 9:00 pm Monday through Friday, 9:00 am to 5:00 pm Saturdays and 10:00 am to 3:00 pm Sundays. **The Firm is closed for all statutory Holidays.** The Broker may extend or otherwise amend the staffed hours of operation, from time to time, as general industry and/or market conditions may dictate. The company main telephone line(s) will be forwarded to an answering service at other times. Subject to availability, Salespersons have the option to rent personal workspace including a desk and telephone at the agreed price according to the terms and conditions of their respective Contract.

#### **6 RE/MAX PREMIER'S MISSION STATEMENT:**

- To provide competent and professional quality service to our clients and community.
- To establish a business environment conducive for maximum results and benefit to our Affiliates.
- To ensure training and coaching for the purpose of improving and developing business activity.
- To ensure a high standard of business practice and appropriate industry protocol is maintained.
- To continually promote Affiliate cooperation, camaraderie and Teamwork.
- To achieve at least thirty (30%) per cent market share in our trading area.
- To acquire recognition from consumers and peers as a Firm that exercises diligence and due care.
- To dedicate to structuring and restructuring operations to ensure minimized bureaucracy.
- To dedicate to maximum performance without jeopardizing compliance, efficiency and control.
- To achieve the reputation as the **"Premier Real Estate Brokerage Firm"** in our market area.

#### **7 GROWTH AND EXPANSION:**

The objective and desire of this Firm is to actively pursue and attract ethically responsible, competent and productive sales representatives in order to continually enhance the character and increase the size and strength of our sales team. The Broker recognizes that Salespersons through their personal and business activities may be readily aware of individuals who may be desirable candidates to join our Firm and which possess the prerequisites to ensure their affiliation would be an asset to the Firm. Accordingly, the Broker is desirous of Salespersons employing their best effort, whenever possible, to make the Broker aware of any such desirable candidates and/or be instrumental in attracting such prospective candidates to join our Firm.

#### **8 STANDARDS OF BUSINESS PRACTICE:**

A condition of registration within the meaning of [the "Act"] requires compliance with and abiding by the Real Estate Council of Ontario Code of Ethics, Standards of Business Practice, and the rules,



regulations and by-laws as set forth by relevant boards and associations such as TREB, OREA and CREA. Affiliates shall also abide by the requirements set out in the Firm's Relationship Contract and amendments thereto between the respective Affiliate and the Firm. A sample copy of the current **RE/MAX Standard Contractor Agreement** is attached hereto as schedule "**RSTD**". **In the event, a Salesperson has not executed a relationship "Contract", or for some reason the existence of a properly executed Contract cannot be established, the parties are deemed to be bound by the "RSTD" then currently used by the Firm as its Standard Contract Form, subject to amendments made thereto, from time to time, until such time that a mutually agreeable contract is so duly executed.**

The Company policy is to make available to Salespersons any information received and/or in its possession relating to literature, courses, seminars and meetings in regard to changes to industry practices, from time to time. However, this does not relieve Salespersons from their own obligation to be continually informed and pursuing their updating regarding industry practices personally. As part of the registration conditions, in accordance to R.E.C.O., Salespersons are obligated to devote the necessary time and effort to upgrade and conduct their real estate business with the highest possible standards of business practice.

Salespersons shall be thoroughly familiar with the "Code of Ethics" and Standards of Business Practice of the applicable Real Estate governing bodies or Associations. Salespersons will be conversant in regard to the Real Estate and Business Broker's Act and shall be continually current in regard to changes thereto, repeal of legislation, precedents or codes of conduct affecting required conduct from time to time, in addition to the Income Tax Act, Social Services Act, Capital Gains, Residential Tenancies Act and their respective Regulations and Amendments thereto, including Violence and Sexual Harassment in the work place, Fintrac and the Privacy Act.

Salespersons shall especially observe and abide by relevant Sections of R.E. &B.B.A. (the "Act"), dealing with, "Prohibition of Promises to resell", "Registrants purchasing on their behalf", "Sale of Business & Revenue Properties" and "Prospectus Requirements". It is imperative to be in compliance with the Real Estate & Business Broker's Act, at all material time. Salespersons are responsible for everything they say and do, accordingly all facts, terms and conditions relating to the real estate business shall be represented in the spirit of full, true and plain disclosure. For further clarification refer to the Professional Standards Handbook published by (OREA) Ontario Real Estate Association or consult the Broker.

This Firm is a "Service Oriented" Organization that has built and will continue to build its reputation by exercising fair business practices and providing reputable quality service to our Clients and consumers in general, in tune with current legislation and marketing conditions. This fair business practice will be extended in our dealings with our peers and others to ensure our overall diligence, respectfulness and responsible mannerism. The "**Employment of Good Ethics, Honesty and Integrity**" summarizes the fore mentioned.

## **9 OBLIGATION OF DUTY:**

The Salespersons are obligated to attend, on a timely basis, all applicable matters relating to their respective real estate business activity and be in contact with the office on a daily or **weekly** basis, for the purpose of receiving mail, messages, notices, information, instruction or documentation relating to the salesperson's business activity. **The Broker's policy and intention is to retain active, competent and productive Salespersons.**

## **10 SALESPERSON AUTHORITY AND INDEMNITY:**



Salespersons do not have authority to bind or obligate the Firm in any way, shape or form without the Broker's specific written authority and further acknowledge and agree to faithfully discharge the Salesperson's duties and responsibilities set out within this Policy Manual and will at all times keep the Broker indemnified against all losses, costs, damages, expenses, penalties and fines the Broker may pay, sustain, or be put to by reason of any act, mismanagement, embezzlement, neglect, misrepresentation, or default of the Salesperson.

#### **11 TELEPHONE CALLS, MESSAGES & ENQUIRIES PROCEDURE:**

Salespersons shall ensure, prior to divulging information to a caller, the information is permissible to be so divulged over the phone, and ascertain the caller is properly identified and entitled to receive such information. In the interest of clarity, prior to divulging any information to anyone, Salespersons must ensure that they have the necessary authority and clearance to divulge any such information in order that the clients of the Broker and/or any applicable Transaction Agreement shall not be exposed to risk, detriment or compromise in any way shape or form, as a result of any such information so divulged. Salespersons shall ensure that any calls, messages or enquiries directed to them are indeed intended for them and not for the Broker or another Affiliate of the Broker. **Salespersons shall ensure that any such misdirected call will be properly redirected and/or brought to the attention of the Broker immediately.**

#### **12 PERSONAL APPEARANCE:**

Office dress code requires Salespersons to be neat and dressed in ***BUSINESS ATTIRE ONLY*** (**NO Jeans, Cords, Shorts, Sports attire etc.**). We will conform to the Real Estate Industry norm at all times. Business is often made or lost on this basis alone.

#### **13 SMOKING REGULATION:**

The Company Business premises are designated as a **Smoke Free Environment** and as a result smoking is **not permitted** anywhere within the premises including the common area, corridors, washrooms and within **40** Feet of our front entrance.

#### **14 OFFICE NEATNESS, BEHAVIOUR AND DECORUM:**

The Company policy is to maintain our premises in a state of general neatness in order that our clientele and visitors will have a favorable impression. Salespersons and Staff shall ensure their exclusive workspace and Common areas are kept in a neat and orderly manner at all times. **Wall decorations shall not** be offensive but rather shall be complimentary to a professional business environment. Any stock of the trade such as "For Sale" signs and holders shall be in storage and not in the office readily visible to visitors or other realtors. Affiliates shall refrain from using profanity or foul language on the premises and shall further ensure that the volume and tenor of discussions are kept at a professional and tolerant level.

The Broker's instruction to support Staff is to handle enquiries and walk-ins to our office in a respectful, professional and business like manner. Any enquiries regarding the above shall be forwarded to the Broker or Broker Manager will be subject to a 25% referral fee. Accordingly, Salespersons are requested to **not congregate** in or near reception areas, as this makes it difficult to hear incoming callers and may cause confusion or distract receptionists and give visitors and/or callers the impression that they are dealing with an incompetent, unorganized and unprofessional Firm. This is our **only** opportunity to make a good First Impression, "let's seize the moment", because "**There is no second chance to make a First Impression**".



#### **15 OFFICE CONTACT:**

Salespersons shall inform Broker/Administration, at all material times, of their current personal contact information or changes thereto, as it is required information in their respective personnel file, to ensure that they may be contacted within reasonable time if their attendance is required to a specific duty, responsibility or obligation at hand regarding their real estate business, or otherwise. **If the Broker is unable to contact the Salesperson within reasonable time, as dictated by the urgency of the matter, the Broker may appoint a substitute to carry out such duty, responsibility or obligation and the Salesperson acknowledges that any decisions made on behalf of the Salesperson or any part or all of the commission due to him/her regarding the applicable transaction may be forfeited.**

#### **16 OPEN "HOUSE" CONDUCT:**

Salespersons will conduct themselves in a professional and considerate manner when attending property "Open Houses". All comments, complimentary or otherwise, shall not be made during your attendance at the "Open House" unless the Listing Agent seeks your opinion. Salespersons are encouraged to support their associates and peers by attending "open houses", provided considerate discretion is employed.

#### **17 EDUCATIONAL / MOTIVATIONAL MEETINGS:**

**The Firm will hold educational/motivational meetings for the benefit of Salespersons, i.e. Trading Secrets on Fridays starting promptly at 9:30 am in our Seminar/Presentation room or in other locations, as may be announced/notified from time to time, as well as additional scheduled courses such as Buffini (100 Days of Greatness), Succeed Program and Hour of Power.**

Salespersons are requested and encouraged to attend such events as they offer interactive discussion, enhancement of effectiveness and "Personal Development" through shared experiences with peers and special guests. As a result, these events are very constructive, informative and beneficial to Salespersons in developing the conduct of the real estate business. From a company perspective these events also promote insight, cooperation and camaraderie and as a result **"We All Will Achieve More"**.

#### **18 HIGH-SPEED TREB ACCESS:**

Computers within the office common areas are equipped with HIGH-SPEED Internet access for enhanced access to Internet and the TREB system. These computers are also equipped with Word/Document software and selected [composing programs] for Salespersons individual use. **These community computers are not Personal Computers and shall NOT contain any Salespersons personal information or shall not be used for personal use. Any Personal information at anytime shall be deleted immediately, save and except for "Shared Files". It is the responsibility of the Salesperson to exercise and practice.**

#### **19 COMPUTER SYSTEMS:**

The Firm has computers and equipment within the office for preparing/composing Agreements, related schedules, forms, sending and receiving messages, registering and viewing appointments on listings. Salespersons may view or print their messages or listings activity using their **"personally assigned code"**. **We also offer a work-at-home program enabling Salespersons to communicate to our network through their own computer, located within or outside of our offices. This enables the checking of messages or listings activity and sending messages to other Salespersons without going through our reception staff. It is the responsibility of the Salesperson to exercise and practice.**





[19A] When setting up personal computers, faxes, printers etc. This shall only be co-ordinated with our management or technical company (no exceptions).

## **20 PHOTOCOPY / FAX MACHINES:**

Salespersons shall have access to designated Photocopiers, Fax Machines, and other equipment, from time to time, by using their “**personally assigned codes**”. This code is available to Salespersons upon registering with our Firm. If Salespersons have questions or need assistance they should refer to the appropriate Staff members as they are familiar with general maintenance and operation of said equipment. **NOTE: You are responsible for costs related to your “Personally assigned codes”.** *It is the responsibility of the Salesperson to exercise and practice.*

## **21 TELEPHONE SYSTEM:**

Our telephones have helpful features including intercom, last number called, speed dialing, conference and flash-forward. Affiliates shall read the manual and arrange a briefing from the office staff, if necessary. After normal office hours, incoming calls to the main number are forwarded to an answering service and Salespersons in the office at this time shall not attempt to answer such calls. If Affiliates need to receive direct calls after hours they should give out the **office nightline** listed in our office telephone listing directory together with their respective telephone extension number. A telephone is included in the Salesperson’s personal workspace within our premises for exclusive use. Additional phone(s) and/or installation of other phone lines may be obtained at the Salesperson expense. **After hours, voice mail messages may be retrieved by dialing the automated service at (905) 326-2764]. Upon hearing the voice message, press # button, then enter your extension # and security code to retrieve your messages. It is the responsibility of the Salesperson to exercise and practice.**

## **22 LONG DISTANCE CALLS:**

Our telephone system is long-distance restricted and is linked to a discount system which may charge rates below standard Bell Rates. Salespersons and Staff are provided their own personal code for making long distance calls. All long distance calls charged to such personal codes will be itemized and billed to Salesperson’s respective monthly statements.

## **23 VACATION / INTERRUPTION OF DUTIES:**

When a Salesperson(s) go on vacation or may not be reachable for certain periods of time, it’s their duty and responsibility to assign their obligations to another Salesperson within our Firm and notify Management not later than [48] hours prior to commencement of such period, **in writing**, in order that our computer system may be updated to redirect calls to the proper Substitute. **In such event, the Salesperson shall enter into a co-operation Agreement with such substitute Salesperson and a true copy of the Agreement shall be provided to the Broker forthwith, prior to or upon taking effect.**



## **24 LISTING OF PERSONAL PROPERTY:**

Salespersons shall ensure to provide full Disclosure when trading and/or Listing real estate properties in which they have a personal interest, involvement, or possible conflict of interest. This is a requirement of R.E. & B.B.A. (the "Act") and R.E.C.O. regulations.

## **25 PURCHASING PROPERTY FOR PERSONAL USE:**

Salespersons shall advise the Broker of any real estate transaction he/she has or will have a personal interest, involvement, or possible conflict of interest, prior to executing the relevant Agreement. Salespersons shall provide the Broker with an **Indemnity Agreement** prior to presenting or negotiating the purchase of any such property for their own use. The Salesperson shall provide the Seller a signed **Disclosure Statement** and obtain written acknowledgement of same. Disclosure Statements are required according to (the "Act") and R.E.C.O. regulations when registrants purchase real estate properties for personal use, for a corporation or partnership to which he/she is related, as contemplated within the meaning of (the "Act"). **Registrants shall not be involved in private transactions and shall trade, lease, purchase and/or sell in real estate only through the Broker, as the Broker's representative.**

## **26 STATEMENT OF ACCOUNT:**

Salespersons will be given a Statement of Account on the 1<sup>st</sup> day of each month, representing their respective monthly expenses including office fees, Re/Max Ontario-Atlantic fees and all other services provided, plus the applicable HST. It may also include invoiced expenses such as TREB charges, long distance calls, etc., incurred in previous month(s) but received after the Statement Date. **The account is due and payable by the 7<sup>th</sup> day of the same month. If the account is not paid within three (3) banking days a late charge of \$ 75.00 plus HST and interest at the rate of 2.0% per month shall apply to the unpaid balance, unless prior arrangements have been discussed with management..**

## **27 LISTING AGREEMENTS:**

Salespersons shall submit accurate, complete and properly executed Listing Agreements together with the relevant data sheet, **within 24 hours of execution**, on prescribed form to the Office Staff for processing. The Broker shall be provided with the original copy of Listing Agreements and documents for its records, in accordance to TREB requirements and regulations. **TREB regulations require that listings must be processed within 48 hours of execution, weekends and holidays accepted.** "Price changes, extensions, sales notices and all other relevant information" relating to Listing Agreements shall be disclosed through the MLS System and reported to TREB within the noted time period, provided the corresponding duly executed document has been delivered to the Broker. **The Office Staff is instructed not to disclose, report or broker load any of the above without being provided a duly executed document or respective written instruction/direction from the Seller. Salespersons are cautioned not to coerce or attempt to influence the Office staff to affect such reporting, disclosure or broker loading through the MLS System without the required written and/or duly executed document, in any circumstance.**

**Salespersons shall be subject to a (\$50.00) charge as penalty, in addition to any other penalties and/or costs suffered or incurred by the Broker relating to non-compliance in this regard.**

Salespersons shall verify the sufficiency, completeness and accuracy of all information relating to Listings and relevant MLS data sheets and will monitor a Office Staff immediately in regard to any such discrepancies and verify that the Office is provided the appropriate information in order that Office Staff may proceed to correct the MLS Listings and ensure the circulated information to Members through the MLS System is complete and accurate. **Upon verification, if such information appears incomplete**



**or inaccurate on the MLS System, the Salesperson shall notify the must have a listing term of not less than 60 days. Exclusive Listings must have a listing term of not less than 30 days**

Upon obtaining and entering into a Listing Agreement, the Salesperson is obligated to outline to the Client/Seller the procedure and marketing strategy that will be employed in marketing the property. The Salesperson shall also discuss and obtain approval for the erection of signage and specific instructions and time schedule regarding access to the property for the purpose of showings and inspections.

The Broker reserves the right to refuse listings of a controversial nature and further reserves the right to transfer any listing inadequately serviced by the listing Salesperson to another Salesperson(s), in the event the Firm's reputation and/or value of "Goodwill" is deemed at risk, at the Broker's discretion. **Only the Broker may authorize the cancellation or transfer of a listing.**

Salespersons acknowledge and agree **not** to be involved in the practice of maintaining "Pocket Listings". The Broker may not be able to provide any protection, whatsoever, to Salespersons who introduce an "open listing" and/or information relating to properties not listed, to other Salespersons, which subsequently become an Exclusive or MLS Listing of any such other Salesperson(s).

**NOTE: There will be no 'Private Listings'.**

## **28 REFERRALS / LEADS:**

All referrals and leads are to be referred to the Broker who will delegate same;

Office staff is aware of implications and consequences of misdirected calls and enquiries. They endeavor to direct calls to the appropriate Affiliate, however at times they receive confusing or incorrect information and consequently errors may occur. It is expected that if Salespersons receive such a call in error they shall notify the Office Staff forthwith in order that it may be properly redirected.

Referrals are excellent sources of prospects, business and income. Accordingly, Salespersons having Prospects or Listing leads they are unable to service properly because the lead is out of his/her trading area, or not within their level of expertise or may be currently overloaded with clients, then they are encouraged to refer them to other Salespersons within the Firm rather than risk losing them permanently. RE/MAX PREMIER Inc. advertises and promotes its brand and associates without any costs to its realtors, in fair compensation, RE/MAX PREMIER Inc. will interview, meet and qualify any and all enquiries from its efforts and choose or recommend one of its realtors as per clients need and offer a 75% referral fee to that realtor (25% will remain with the brokerage), this includes walk in's and cold calls. RE/MAX PREMIER Inc. has made an investment in its location and proximity to walk in's, traffic for the benefit to all of us.

## **29 ADVERTISING | PROMOTIONS:**

***For Sale signs, Open House signs, Sold signs, inserts, stationary, business cards, promotions etc. shall be ordered and paid by the Salesperson directly and such stock of the trade shall conform to RE/MAX and R.E.C.O. standards. Upon delivery, such stock of trade will be removed from the Office and moved to Salesperson's personal storage facility.***

Advertising, promotional material and stock of trade shall comply with applicable Real Estate Board, Real Estate and Business Broker's Act, R.E.C.O. and RE/MAX advertising standards in conjunction with the Real Estate Industry and Consumer Service Standards/Guidelines and shall include as follows:

- Salesperson's name and title [Broker, Sales Representative etc.]
- Company name in full [RE/MAX PREMIER Inc., Brokerage] Re/max Premier Logo **"MUST"** be used



- Company phone number (416) 987-8000,
- Company name/phone number **must be more prominent** than any other name/phone numbers.

Salespersons shall inform Broker/Manager prior to any advertising placed or new sign locations, forthwith. This is imperative in order to avoid the risk of losing potential business and ensure the Staff will handle or field telephone calls or enquiries effectively.

Salespersons shall only advertise properties listed by them in the Broker's Name or other Salesperson's Listings provided they have been given written permission to do so. Salespersons shall not use company name or telephone number in advertising regarding personal items such as cars, furniture, clothing and any other personal belongings etc., under any circumstance.

Salespersons shall be familiar with zoning and legally permitted uses of properties they advertise or promote and are prohibited to advertise or promote properties with unlawful uses or revenue there from.

## **29 SOCIAL MEDIA**

The purpose of this policy is to ensure that if/when Re/Max Premier Inc., Brokerage sales representatives and staff engage in social media they do so in an appropriate manner.

Re/Max Premier respects the rights of its sales representatives and staff to use social media tools in both their personal and professional lives; however, sales representatives and staff must adhere to the terms and conditions set out in this policy. All sales associates and staff, will sign an undertaking agreeing to be bound by the terms of this policy.

Re/Max Premier reserves the right to monitor social media sites. Sales representatives and staff should not expect any posts or comments they publish on any social media sites to be private. Sales representatives and staff must not disclose any personal confidential\*\*, or proprietary information about Re/Max Premier, its sales representatives, employees or others associated with Re/Max Premier.

Sales Representatives and staff must demonstrate professionalism, honesty, fairness and integrity at all times in these online settings. Sales representatives and staff are prohibited from posting content on social media sites that may be considered offensive (i.e. obscene, harassing, mean-spirited, menacing, disrespectful, discriminatory, fraudulent, invasive of privacy, infringing on intellectual property rights or otherwise injurious or objectionable).

Sales representatives and staff using social media must comply with all of Re/Max Premier's written rules and policies as published in the Policy Manual. Sales representatives and staff using social media are responsible for ensuring they comply with all applicable legislation, such as privacy legislation, the *Competition Act*, and the *Copyright Act*.

Sales representatives and staff using social media must respect copyrights, trademarks, rights of publicity and other third party right. Sales representatives and staff online use of Re/Max Premier and Re/Max trademarks must comply with the rules for proper usage set out by Re/Max Premier and Re/Max Ontario-Atlantic Canada. Caution must be taken when publishing text, photographs, video, or other content that was not created by Re/Max Premier. Written permission must be obtained from the original author any other content intended to be published online.

\*For the purpose of the policy, "social media" means any facility for online communication and commentary, including but not limited to the following:

- Social networking sites (e.g. Facebook, LinkedIn);
- Video and photo sharing website (e.g. Flickr, Youtube);
- Micro-blogging sites (e.g. Twitter);
- Blogs (including corporate blogs, personal blogs and comments)
- Online forums and discussion boards; and



- Online Encyclopedias (e.g. Wikipedia).

\*\* Confidential information includes unpublished details about Re/Max Premier products and projects, financial information, research, trade secrets, etc.

### **30 LICENCED ASSISTANTS: (When paid by the Principle Salesperson)**

The Firm will not tolerate Salespersons “masquerading” as licensed assistants in order to avoid desk fees and/or required Re/Max Ontario-Atlantic fees. The RE/MAX Franchise agreement requires both the Broker and Salespersons to comply with Re/Max guidelines, as follows:

Registrants will pay full fees and dues to RE/MAX if they trade in real estate or do any of the following:

- Possess and/or employ Re/Max business cards,
- Advertise and/or use their name in real estate ads or on RE/MAX promotional material,
- Advertise and/or use their name on listing Agreements / Transactions,
- Advertise and/or use their name on Re/Max signage,
- Conduct “open houses”.
- Conduct showings and/or presentation of real estate properties to prospective purchasers/clients.
- Advertise more than one Name on “For Sale” signs

Registrants who work as assistants and do not carry out any duties as outlined above will be subject to paying required RE/MAX fees and costs the Firm bears as a result of such individuals being affiliated with the Firm including but not limited to the cost of supplying extra telephones, phone lines, internet connection, any configuration of computers to the Firm’s network, answering services, or work space. These registrants may sit at open houses for the respective Salesperson, occasionally, provided they introduce themselves as the assistant and only hand out the Salesperson’s business cards. Assistants may only use office space assigned to their respective Salesperson. The Firm will not remunerate or bill assistants directly. Salespersons shall remunerate assistants directly and ensure all costs related to assistants are paid, including dues and costs regarding T.R.E.B. and R.E.C.O. Assistants meeting Salesperson’s criteria according to RE/MAX guidelines as above mentioned shall be considered a Salesperson in their own right and will be subject to same fees and costs as all other Salespersons of the Firm including but not limited to the base fee, office rent, dues and required payments regarding T.R.E.B., R.E.C.O. and RE/MAX. Clerical or unlicensed Salesperson’s assistants will not conduct any duty or perform anything on behalf of the Salesperson that is normally only permitted conduct of registrants according to (the “Act”), including but not limited to accessing/using TREB services, telephone soliciting, holding open

houses, showing buyers/prospects properties or dealing with clients/consumers in any way, shape or form that would be deemed as providing real estate service within the meaning of (the “Act”). ***If the Licensed assistant shares at any time, a referral or commission with the Principle Salesperson or is named in a Trade Record Sheet, she/he shall be deemed a “Team Member”, and ALL the applicable fees will be due immediately and retroactive***

**[30] Teams** are defined as a group working together unified on a transaction basis and is also registered to RE/MAX Ontario as a team. Team Leaders must be assigned, team leaders must remain the team leader for the entire calendar year. If a Team Leader wishes to resign they must do so in writing to RE/MAX Ontario and may do so only during the period of January 1<sup>st</sup> to March 15<sup>th</sup> of that calendar year. The team leader is the only one recognized with Awards. The team leader is designated to disperse the commission splits to the rest of the team.



**Partners** are defined as two people working together, doing all their branding, advertising and marketing as partners. They are paid on every transaction, share every single transaction and mutually decide on the commission split. Usually partners are related i.e. husband and wife, parents and children etc.

### **31 SUPPORT STAFF:**

***Salespersons will have access to secretarial assistance provided patience, consideration and co-operation is exercised.*** In order that Staff may provide usual necessary services to all Salespersons, the Salespersons shall endeavor to do all things they can do, themselves, whenever possible, (such as: composing listings, offers, fax cover sheets, faxing, retrieving messages, printing appointments, retrieving items in their mailboxes, etc.). In the event secretarial assistance is required it shall be prioritized as follows:

**1<sup>st</sup> Priority:** Obligations and Necessary Duties related to the “Brokerage Business” of the Firm.

**2<sup>nd</sup> Priority:** Offers, Amendments, Waivers, etc.,

**3<sup>rd</sup> Priority:** MLS Broker loading of Listings/Changes relating to Listing Agreements.

**4<sup>th</sup> Priority:** Other secretarial services provided it’s related to the “Brokerage Business”.

**Broker/Manager must approve all Salespersons additional services. The administrative and secretarial services ARE NOT personal assistance.**

### **32 FILE ADMINISTRATION:**

The Broker’s Administrative Staff will maintain complete Listing Files and Salespersons shall ensure to deliver on account of any such file, related documents and complete relevant information, on a timely basis. Salespersons are obligated to fully co-operate in this regard.

The entire content of each file is the sole property of the Broker and no one shall have access to said Files except the Administrative Staff. Salespersons desiring to create/maintain their own duplicate Files for future reference are advised to make copies prior to submitting the material to the Office Staff.

In the event Salespersons need to view or refer to a Broker’s File, it shall only be permitted under the supervision of the Broker’s Staff, provided such file is not taken out of the office in any circumstance. ***There are NO exceptions.***

Listings, Transactions, amendments, reporting, other normal duties of the Broker, and conveying of documents to Solicitors will be stored/processed by the Broker’s Staff. Deposits regarding transactions shall be submitted to the Administrative Staff, on a timely basis, in order that the Broker may hold such deposits according to the respective Agreement and relevant governing authorities having jurisdiction.

Salespersons shall deliver Listing/Transaction Agreements and other items for processing, as follows:

### **TO FILE PROCESSOR/DEAL SECRETARY:**

- Original copy of the Accepted Agreement and any Waivers, Amendments, Schedules, Surveys etc.
- Trust deposit cheque or receipt from other broker,
- Other Agent’s business card/or complete information and copy of MLS Listing
- All required representation:
  - Working with a Realtor (Acknowledgement only – all deals
  - Confirmation of Cooperation and Representation - all deals



- Buyer's Representation Agreement
- Customer service agreement (if we are acting as a Sub Agent)
- Any commission agreements
- Any promise that has been made in connection with any aspect of this transaction (must be signed and dated by all parties).
- Please keep a copy of all documentation for your files and for your future reference

### **TO THE ADMINISTRATOR:**

- Delivery of Balance of Commission from Solicitors / Sellers and other brokers.
- Personnel File changes, such as Address change, phone / contact number changes, etc.,
- Registration processing / renewals according to R.E. & B.B.A. (the "ACT") and R.E.C.O.,
- Membership processing / renewals according to T.R.E.B. and other relevant Associations, etc.,
- Payment of monthly fees / dues and other Salespersons monetary obligations to the Company.
- Enquiries regarding any Monthly Billings issued to Salespersons. \*\*

Any changes to listings must be given to the front desk right away.

(\*\* Should there be any discrepancies that cannot be resolved between the Administrator and the Salesperson then Management may be consulted).

### **33 TRADES / SALES / TRANSACTIONS:**

Salesperson(s) shall submit Trade Agreements, Schedules, amendments, documents, deposits, receipts for deposits from co-operating Brokers or otherwise and other relevant information in accordance to the respective Agreements and requirements as set out in this policy manual. In the event, Salespersons fails to provide the above noted documents and information to the Office Staff, on a timely basis, processing of transactions will be delayed, including issuing invoices for Commission, preparation of "Trade Record" Sheets and Faxing/Conveying of documents to Solicitors and other relevant parties. Such delays may also place at risk the Client's or their respective Solicitor's ability to conduct Searches/Requests and/or meet conditional periods and thereby may compromise the completion of the Transaction.

For clarity, Salesperson(s) will deliver to the Administration or place into the designated document/mail slot all required information, on a timely basis, including but not limited to:

- Original/True copy of the "Accepted Agreement" delivered forthwith following acceptance,
- "Accepted Agreements" including Conditional Transactions, must also be delivered as above,
- Cheque/Receipt (whichever is applicable),
- Other Broker's/Salesperson's business card including address and contact numbers, etc.,
  
- Referring Broker's/ Salesperson's business card including address and contact numbers, etc.,
- Seller and/or Buyer's Solicitor's Full name, Address, Fax and contact numbers,
- Completed "Transaction File Information Envelope/Form" including Commission/Fees sharing, etc,
- True Copy of the relevant "Buyer Agency Agreements",
- True Copy of the relevant "Multiple Agency Agreements",
- True Copy of the relevant "Disclosure Statements",
- True Copy of the relevant Amendments and Waivers,
- True Copy of Survey, Lease/Rental Agreements or other stipulated documents in the Agreement. All Fintrac forms must be submitted with your paperwork.

**NOTE:** Trades will not be processed unless the entire above are completed.



Salesperson(s) shall ensure client's solicitor will receive or has received copies of accepted agreements and other relevant documents in regard to the transaction(s). The Firm will communicate and provide such solicitor with copies of accepted agreements and other relevant documents in our possession, but shall not be held responsible for any information not received by any such solicitor(s). Salespersons acknowledge this responsibility is of paramount importance, especially when the completion date follows a short time period after the Agreement's acceptance date.

Salesperson(s) shall not be paid Commissions relating to any transaction until the respective trade record sheet is duly executed. Salespersons shall ensure the information provided is correct and in the event changes need to be made to a trade record sheet, after it has been duly executed, as a result of incomplete or incorrect information so provided, the Salesperson will be charged a (\$20.00) administration fee. ***It is your responsibility to complete in full.***

Salesperson(s) shall endeavor to minimize the risk of not collecting commission by ensuring that Listing Agreements and/or Transaction Agreements are duly executed by the respective parties having proper authority, as Seller(s), Buyer(s), Interest holder(s) or their properly appointed Power of Attorney(s) and/or properly designated authorized signing officer(s) in the case of Corporations. The process of obtaining a signed accepted Agreement may occur after much negotiating, emotion, and trips back and forth between the parties. Therefore, Salespersons shall ensure through this process to end up with an agreement, which is clear in understanding and represents the complete and final acceptance of Agreement by the parties.

#### **34 COOPERATION WITH OTHER BROKERS/AGENTS:**

The policy of the Broker is to cooperate with all Brokers and/or respective representatives unless such Brokers and/or representatives have been denied this privilege by the Broker. It is recommended that complete and total co-operation be given to other Brokers at all material times. It is in the best interest of both our clients' and us to develop a reputation that will encourage Broker participation on all our listings and such a reputation usually leads to reciprocal treatment. The RE/MAX franchise agreement requires that Salespersons must co-operate with all Affiliates in the Re/Max system. There shall be no exceptions, provided any co-operation and/or co-brokering agreement shall be in writing and a duly executed copy of the agreement is delivered to the Office Administrator forthwith.

#### **35 ARBITRATION & DISPUTES:**

In the event of any complaints and/or disputes arising relating to any Salesperson(s), the Salesperson(s) shall inform the Broker forthwith and if the Salesperson(s) cannot resolve any such occurrence within a reasonable time, the Broker shall be immediately advised of such inability in writing. The Broker's policy is to avoid arbitration and deal with disputes through discussion or negotiation with other Brokers or Salesperson(s). **Accordingly, it is MANDATORY to have written agreements with all other Brokers and Salesperson(s) regarding co-operation, responsibility of duties and/or sharing of commission.** The Broker reserves the right to settle such matters on behalf of the Salesperson, at its sole discretion. Provided, if the Broker agrees to arbitration as a means of settlement, then the Salesperson shall post or pay the arbitration Fee/Money, plus 5% of disputed amount or any other monetary requirement in this regard, to the Broker.

#### **36 CANADA PENSION, EMPLOYMENT INSURANCE & PROVINCIAL HEALTH TAX:**

Salesperson(s), as independent contractors, shall contribute directly on their own to the above plans, on a timely basis, if applicable, in accordance to Federal and Provincial legislation.

#### **37 INCOME TAX / GST/HST:**

Salesperson(s) are required to submit their own contributions/payments as may be required by Canada Customs and Revenue Agency (formally Revenue Canada). With proper written authority or instruction





from Salesperson(s) the Firm may retain a specified percent of respective revenues as a convenience only, and thereby facilitate the Salesperson's respective remittance, provided the Salesperson acknowledges responsibility for the actual amount required to be remitted from time to time, on his/her behalf. The Salesperson(s) shall provide their respective GST/HST number to the Broker forthwith.

### **38 COMPLAINTS AND DISPUTES:**

#### **Policy Statement – ANTI HARRASSMENT**

**RE/MAX Premier Inc., Brokerage** is committed to fostering a respectful and harassment-free workplace in which all employees and sales representatives are treated with respect and dignity. Everyone in the workplace must be dedicated to preventing workplace harassment and will be expected to uphold this policy.

This policy has been developed to outline RE/MAX Premier's policy of anti-harassment regarding race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability or pardoned conviction.

Harassment at **RE/MAX Premier Inc.** is not tolerated. Employees and sales representatives who are found to have harassed another individual may be subject to disciplinary action. This includes any employee who: interferes with the resolution of a harassment complaint; retaliates against an individual for filing a harassment complaint; or files an unfounded harassment complaint intended to cause harm.

#### **Application**

This policy applies to all current employees of **RE/MAX Premier Inc.** including full and part-time, sales representatives and casual, contract, permanent and temporary employees of **RE/MAX Premier Inc.**

This policy applies to all behaviour that is connected to work, including during off-site meetings, training and on business trips.

#### **Definitions**

##### **Harassment is:**

- As defined by the *Occupational Health and Safety Act*, "engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome".
- offending or humiliating someone physically or verbally;
- threatening or intimidating someone; or
- making unwelcome jokes or comments about someone's race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability or pardoned conviction.

##### **Sexual harassment is:**

- offensive or humiliating behaviour that is related to a person's sex;
- behaviour of a sexual nature that creates an intimidating, unwelcome, hostile or offensive work environment; or
- behaviour of a sexual nature that could reasonably be thought to put sexual conditions on a person's job or employment opportunities.



## Responsibilities and Expectations

**RE/MAX Premier** is responsible for:

- providing all employees and sales representatives a harassment-free workplace.

**Broker of Record** is responsible for:

- ensuring that this policy is applied in a timely, consistent and confidential manner;
- determining whether or not allegations of harassment are substantiated; and
- determining what corrective action is appropriate where a harassment complaint has been substantiated.

**Branch Manager** is responsible for:

- the administration of this policy;
- reviewing this policy annually, or as required; and
- making necessary adjustments to ensure that this policy meets the needs of the organization.

**Supervisors** are responsible for:

- fostering a harassment-free work environment and setting an example about appropriate workplace behaviour;
- communicating the process for investigating and resolving harassment complaints made by employees;
- dealing with harassment situations immediately upon becoming aware of them, whether or not a harassment complaint has been made;
- taking appropriate action during a harassment investigation, including separating the parties to the harassment complaint, when appropriate; and
- ensuring harassment situations are dealt with in a sensitive and confidential manner.

**Employees and sales representatives** are responsible for:

- treating others with respect in the workplace;
- reporting harassment to **Branch Manager**;
- cooperating with a harassment investigation and respecting the confidentiality related to the investigation process;

**Employees and sales representatives** can expect:

- to be treated with respect in the workplace;
- that reported harassment will be dealt with in a timely, confidential and effective manner;
- to have their rights to a fair process and to confidentiality respected during a harassment investigation; and
- to be protected against retaliation for reporting harassment or cooperating with a harassment investigation.

## Procedures for Addressing a Harassment Complaint

### Filing a Complaint

An employee or sales representative may file a harassment complaint by contacting **Branch Manager**. The complaint may be verbal or in writing. If the complaint is made verbally, **Branch Manager** will record the details provided by the employee.

The employee or sales representative should be prepared to provide details such as what happened; when it happened; where it happened; how often and who else was present (if applicable).



Complaints should be made as soon as possible but no later than within one year of the last incident of perceived harassment, unless there are circumstances that prevented the employee from doing so.

**Branch Manager** will tell the person that the harassment complaint has been made against, in writing, that a harassment complaint has been filed. The letter will also provide details of the allegations that have been made against him or her.

Every effort will be made to address harassment complaints within **30** days.

If either party to a harassment complaint believes that the complaint is not being handled in accordance with this policy, he or she should contact **Broker of Record**.

### **Mediation**

Wherever appropriate and possible, the parties to the harassment complaint will be offered mediation prior to proceeding with a harassment investigation.

Mediation is voluntary and confidential. It is intended to assist the parties to arrive at a mutually acceptable resolution to the harassment complaint.

The mediator will be a neutral person, agreed upon by both parties. The mediator will not be involved in investigating the complaint.

Each party to the complaint has the right to be accompanied and assisted during mediation sessions by a person of their choosing.

### **Investigation**

If mediation is inappropriate or does not resolve the issue, a harassment investigation will be conducted. In some cases, an external consultant may be engaged for this purpose.

The investigator will interview the person who made the complaint, the person the complaint was made against and any witnesses that have been identified. All people who are interviewed will have the right to review their statement, as recorded by the investigator, to ensure its accuracy.

The investigator will prepare a report that will include:

- a description of the allegations;
- the response of the person the complaint was made against;
- a summary of information learned from witnesses (if applicable); and
- a decision about whether, on a balance of probabilities, harassment did occur.

This report will be submitted to **Broker of Record**. Both parties to the complaint will be given a copy.

### **Substantiated Complaint**

If a harassment complaint is substantiated, **Broker of Record** will decide what action is appropriate.

Corrective action for the employee or sales representative found to have engaged in harassment may include: a reprimand; a suspension; a transfer; a demotion; and/or dismissal.

Both parties to the complaint will be advised, in writing, of the decision.



### **Privacy and Confidentiality**

All parties to a harassment complaint are expected to respect the privacy and confidentiality of all other parties involved and to limit the discussion of a harassment complaint to those that need to know.

**RE/MAX Premier** and all individuals involved in the harassment complaint process, will comply with all requirements of the *The Personal Information Protection and Electronic Documents Act [PIPEDA]* to protect personal information.

### **Review**

**RE/MAX Premier Inc., Brokerage** will review this policy and procedures on an annual basis, or as required, and will make necessary adjustments to ensure that it meets the needs of all employees.

### **Enquiries**

Enquiries about this policy and related procedures can be made to the **Branch Manager**.

### **DISPUTES**

Salesperson(s) shall notify the Broker in writing upon the occurrence of a complaint and/or dispute. Upon evaluation, if Broker is unable to resolve the matter, the Broker will advise/instruct the respective parties to reevaluate their differences and come to an amicable solution in a responsible and diligent manner. In the alternative, the Broker will refer the matter to an arbitration committee and in such event; the parties shall accept the committee's solution as final.

### **39 RESIGNATION & TERMINATION:**

Salesperson(s) may elect to resign from the Firm, at any time, provided they deliver to the Broker at least "2 month's" written notice of any such intention. In the alternative, Salesperson(s) may elect to resign from the Firm, at any time, by paying "2 month's fees" in lieu of such written notice.

The Broker may terminate the Salesperson's relationship/registration, at any time, if dissatisfied with the Salesperson's conduct/performance by giving the Salesperson at least 30 days written notice. Broker may also terminate the Salesperson's relationship/registration, at any time, without notice for cause. However, the Broker and the Salesperson may terminate their relationship, at any time, by mutual agreement.

Upon any termination, the Salesperson acknowledges and agrees as follows:

- The Salesperson's account with the Broker shall be in good standing and/or paid in full.
- The Salesperson's respective workspace/Desk area is vacated without damage or debris.
- The Salesperson shall return forthwith any office key(s), access card(s), policy manual and any other company property and material. If not, a \$250.00 fee will be payable and invoiced. ***The Broker shall NOT transfer/assignments any listings till all fees outstanding are paid in full. If there are any deals in trade, expenses will be debited on closing.***
- The Salesperson shall provide a letter of resignation to the broker, in accordance to R.E.C.O. regulations.
- The Salesperson shall not be entitled to transfers/assignments of listings to another Broker, without a proper Transfer/Assignment agreement duly executed by the respective Brokers and Seller/Owner.

### **40 ILLEGAL SUITES / UNAUTHORIZED OCCUPANCY:**

Salesperson(s) are obligated to verify all relevant information regarding any Listing Agreement/Transaction obtained by them and shall verify and/or ascertain such information from sources deemed reliable, such as Municipalities and other Governmental authorities having jurisdiction.



In particular, Salesperson(s) shall so verify and/or ascertain such information in regard to the status of suites or uses and advise the Seller accordingly prior to indicating on the listing agreement and data sheet such status and shall ensure that the respective Agreement of Purchase and Sale shall include:

**“The Parties acknowledge and agree that the property contains accommodation/uses not legally authorized by the respective governmental authorities and the purchaser agrees to complete this transaction notwithstanding he/she is fully aware of such illegal status”.** An alternate disclaimer may be used provided prior approval from the Broker’s is obtained.

#### **41 BASIC “Minimum Activity Fee” / Commission Reductions:**

It is acknowledged that commissions/rates may be fixed by the Salespersons/Brokers, therefore each Salesperson/Broker acknowledges and agrees that the “Minimum Activity Fee” payable to the Brokerage on each Sale/Purchase Trade/Transaction End; regardless of commission/rate so fixed, shall not be of an amount less than (\$375.00) per Trade/Transaction End. And, that the “Minimum Activity Fee” payable to the Brokerage on each Lease Trade/Transaction End; regardless of the commission/rate so fixed, shall not be of an amount less than (\$125.00) per Trade/Transaction End.

#### **42 PAYMENT OF COMMISSION:**

**Commissions regarding Exclusive Listings shall be shared between the Listing Agent/Salesperson and Cooperating Agent/Salesperson on 50/50 basis or other agreed upon commission splits, unless the Broker is provided with a written Agreement showing otherwise. Commission regarding MLS Listings will be shared between listing agent/salesperson and the co-operating agent/salesperson as provided on the MLS data, unless the Broker is provided with a written Agreement showing otherwise.**

Commission regarding transactions wherein more than one salesperson is involved, the respective Listing Side or Co-operating Side shall be shared equally unless Broker is provided a written Agreement showing otherwise. Commissions regarding transactions subject to Referral fees shall be apportioned according to written Agreement provided to the Broker regarding such respective Listing/Co-operating Side.

The Broker will credit the Salesperson’s account with any commission received by it on behalf of any transaction attributable to the Salesperson subject to the following:

- There are no other claims against the Commission.
- The Salesperson’s account is in good standing with the Broker.
- The terms and conditions of the Salesperson’s Contract with the Broker.
- Third party lawful demands or garnishees.
- Previous Assignment of the commission by the Salesperson.
- Deductions required or directed by Governmental Authorities having jurisdiction, from time to time.
- The Broker receiving the balance of Commission in full.
- The Commissions will be paid out on the following day of receipt of closing confirmation/commission cheque. Except for the beginning of the month due to month end reporting.
- Salesperson(s) have a valid business relationship with the Broker according to a duly executed “Contract” with the Firm.
- Salesperson(s) acknowledge a flat fee charge of (\$45.00) per cheque issued relating to garnishments etc. on the Salesperson’s behalf.



- Salesperson(s) acknowledge a processing fee/charge of (\$45.00) in the event commissions are sold or assigned to financial institutions or other third parties prior to closing. Provided, such Assignment agreements have been given prior approval by the Broker and a true copy of such agreement is provided to the Broker/Transaction File. Provided, the repayment of the Advance/Assignment to the financial institution or third party shall at all times, be the full and sole responsibility of the Salesperson.

**NOTE:** Salesperson(s) are advised to obtain all agreements, including Co-operation, Commission and Referral Sharing, in writing to ensure the right to pursue is established and/or to avoid confusion, or a misunderstanding. Salesperson(s) acknowledge that written agreements shall take precedent over any other form of agreement. Salesperson(s) acknowledge the collection of commission is as much the responsibility of the Salesperson as of the Broker.

#### **43 TRUST DEPOSITS “ REQUIRED TO BE PLACED IN INTEREST BEARING ACCOUNT ”:**

Trade Deposits are placed in “interest bearing” accounts **only if they meet all the following criteria:**

- The respective Agreement contains a “term deposit clause / interest bearing clause”,
- The Trade Deposit is for an amount of not less than (\$5,000.00),
- **The Completion date of the transaction is more than 31 days after receipt of Deposit,**
- The Broker is provided the S.I.N. # or Corp. #, of the Party designated the accrued interest.

#### **44 TRUST DEPOSITS:**

If Affiliates receive deposits in cash, as per government and/or Bank regulations, a written declaration of the funds source must be obtained and provided. In any event, upon receipt of cash deposits, Salespersons are required to purchase/obtain a bank draft or money order and deliver same to Broker/Deposit holder, payable to the Broker/Deposit holder, in accordance to the Agreement. R.E.&B.B.A., (the “Act”) and Company Policy require deposits relating to Trades to be placed in the Broker’s Trust Account, on a timely basis. Accordingly, the Salespersons shall submit deposits, to the Broker’s Administrative Staff within 24-hours of receipt, in the prescribed procedure, as follows;

- S.I.N.# or Corp. # if a corporation, must be provided for “interest bearing” deposits,
- Seller, Buyer name and Property Address shall be identified/provided with the initial deposit,
- Seller, Buyer name, property address and Trade/Deal# must be identified/provided with further deposits.

Salesperson(s) shall endeavor to obtain certified cheques or bank drafts as Trade Deposits. In the event a Trade Deposit is not certified, the deposit will not be disbursed or paid out until the Broker is satisfied funds have cleared the banking system. Such deposits will be disbursed or paid out after the 10<sup>th</sup> business day following the deposit date. N.S.F. cheques/non-negotiable deposits are subject to a \$25.00 charge on each occurrence. Salesperson(s) acknowledge that sections of R.E.&B.B.A. (the “Act”) are clear regarding deposits and agree to observe the specific regulations and requirements thereto. Deposits received “late” will be recorded as “late” in the Transaction file and notice may be issued to Salesperson(s) of such record in the event of an audit by the Registrar and/or R.E.C.O.

#### **45 RETURN OF DEPOSITS:**

Trade Deposits held in the Broker’s Trust Account in regard to unaccepted, collapsed or aborted Trades will not be returned or disbursed until the following has been satisfied:



- Salesperson(s) shall deliver or cause to be delivered to the Broker's Office properly prepared instructions and/or a "Mutual Release Agreement" duly executed by the relevant parties and spelled out correctly i.e. "Deposit Returned" without interest (or interest if applicable).
- That Broker, at its discretion, will be satisfied any such Trade Deposit placed as **uncertified funds** in its account has in fact cleared banking system and the usual minimum Bank Clearance period has expired.

#### **46 EXCESS DEPOSITS:**

Trade Deposits held "in trust" shall not be paid out or disbursed until the following has been satisfied:

- Prior to closing **Excess Trade Deposits** will not be paid out and/or disbursed until properly prepared instructions and/or Amendment to the Agreement, subject to the relevant provisions contained herein and the rules and regulations of the applicable Governmental Authorities having jurisdiction, have been delivered to the Broker's Office, and duly executed by the relevant parties.
- On or after closing **Excess Trade Deposits** will be paid out and/or disbursed as per the Agreement or as per subsequent further instructions duly executed by the relevant parties, provided the Broker receives proper assurance the transaction has successfully completed from the respective solicitors.

#### **47 COLLAPSED / ABORTED TRANSACTIONS:**

In the event transactions become aborted or collapsed, Salesperson(s) shall ensure or take the necessary steps in order to obtain from the parties a duly executed proper "Mutual Release" containing the parties' direction as to the disbursement of the deposit held in regard to such transaction, if any. A true copy of such release must be provided / delivered to the Office Staff forthwith.

#### **48 BASIC "Minimum Activity Fee" / Salesperson/Broker Selling Personal Property:**

It is acknowledged that if a Salesperson/Broker sells his personal residence as an activity through the usual processing services of the Brokerage, each Salesperson/Broker acknowledges and agrees that there will be a "Minimum Activity Fee" payable to the Brokerage on such Sale Trade/Transaction; regardless of the commission/rate agreed upon, of an amount equal to or not less than (\$375.00) for such personal Sale Trade/Transaction. Provided any such personal residence sale does not occur more than once every (36) months and that any such sale is not an activity that is construed as a business activity or commercial in nature. Provided further, this benefit/privilege is not extended or applicable to any sale activity in regard to any property belonging to a "Family member, relative or friend".

#### **49 ERRORS & OMISSIONS INSURANCE:**

Salesperson(s) shall ensure errors and omission insurance with respect to their real estate business activity shall be in effect and in good standing at all material times and shall carry and pay for same in accordance to R.E.C.O. requirements and/or instructions / directives and amendments thereto from time to time.

#### **50 AUTOMOBILE / VEHICLE INSURANCE:**

Salesperson(s) shall maintain continuous liability and property damage insurance coverage, at all material times, of at least (\$2,000,000.00), when transporting clientele in relation to the normal real estate business activity. Any such transportation of clientele shall be done within a roadworthy



automobile and/or vehicle mechanically reliable that is operated by a properly licensed operator/driver. The Salesperson shall save harmless the Broker of any costs or liability it may incur in this regard.

#### **51 CONTENTS INSURANCE:**

The policy of the Firm is that Salesperson(s) shall save the Firm harmless with regard to any loss they may suffer in relation to personal property, computers, equipment, furnishings and belongings on the premises whatsoever. Salespersons acknowledge the Firm may have insurance coverage that may only cover minimal personal supplies and property owned by Salesperson(s). Sorry to interrupt your reading of this manual, if you have read this far please make sure you pick up your \$50 CDN bonus for reading this far from Gabriel Bianchi, this is a serious offer, now back to the policy manual. Accordingly, Salesperson(s) shall place and pay for their own "Contents Insurance Package" for additional coverage in the event of any such loss. This should be done upon taking an office with our Brokerage.

#### **52 INTRODUCTORY WORDS:**

The **bold underlined words** commencing the several Sections and Subsections of the Policy Manual may be inserted for reference only and may not necessarily aid the interpretation of this Policy Manual.

#### **53 CORRESPONDENCE:**

True copies of ***all letters received and written by Salesperson(s)*** pertaining to the real estate business shall be turned over to the Broker for it's records forthwith and remain the property of the Broker. Provided, prior to mailing or conveying any such letters/documents, the Salesperson shall ensure they comply with the rules and provisions contained in the respective Firm's Contract and/or in this Policy Manual.

#### **54 WAIVER OF DEFAULT:**

The Salesperson acknowledges Broker, at it's sole discretion, may waive any default of any procedure, provision or obligation herein, but such waiver shall not extend or apply in any manner whatsoever to any subsequent default or rights resulting there from but ***shall only apply*** to the particular default so waived. Without restricting the generality of the foregoing, the Broker and Salesperson further agree that a series of waivers relating to the same procedure, provision or obligation, ***shall not constitute*** a waiver of any subsequent default of the same procedure, provision or obligation. Our support staff will not sign waivers/amendments unless witnessed by phone or email to do so.

#### **55 PARTIAL IN VALIDITY:**

In the event any procedure, provision or obligation contained in this Policy Manual or application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Policy Manual, or application of such procedure, provision or obligation or part thereof to parties or circumstance other than those to which it is held invalid or unenforceable, shall not be affected thereby and each procedure, provision or obligation of this Policy Manual shall be valid and enforced to the fullest extent permitted by law and shall be independent of every other procedure, provision or obligation of this Policy Manual.

#### **56 DELIVERY AND COMMUNICATION:**

All payments and communication which may be or required to be given by the Salesperson or Broker to the other of them, in the absence of any specific provision to the contrary, will be in writing and delivered





to the Salesperson or Broker at the principal address of the Broker, provided in the case of the Salesperson the Broker may instead, if it deems it appropriate to deliver or mail the same by prepaid registered mail to the last home address of such Salesperson appearing in the Broker's records). Any such communication or payment so delivered shall be deemed received by the other party at the time of delivery.

#### **57 SCHEDULES/ADDENDUMS:**

The Salesperson acknowledges and agrees to observe and abide by all the terms and condition as set out in this Policy Manual including schedule **"RSTD" (Re/max Standard Contractor Agreement)**, (please see Menu in Agent's section of our Web Site for Independent Contractor Agreement) and any other Schedule or Addendum that may be referred to in the Policy Manual as having relevance.