

POLICY AND PROCEDURES MANUAL Revised MAR2024

This policy manual has been developed to assist our Agents in performing their respective duties and clarify the Company's responsibilities to our Agents. It is important that our Agents continue to email informed as to Company policies and procedures and for that reason Agents will be notified by email and/or text of pertinent changes or Company updates, so it is critical that email is checked frequently. If for some reason an Agent is not receiving regular email from United Realty Group, please contact us so that we may update our records accordingly.

INDEPENDENT CONTRACTORS

All Agents are independent contractors and are responsible for all their own business expenses such as advertising, business cards, yard sign installation cost, lock boxes, open house signs, etc. In the event the Company incurs any expense on behalf of the Agent, the Agent agrees to reimburse the Company immediately upon presentation of any invoice.

OFFICE FACILITIES

The Company will strive to provide adequate office space whenever possible to all Agents, and Agents will be permitted to use copy machines, fax machines, computer stations, phones, conference rooms, and receptionist for real estate purposes only at no additional charge to Agent. Desk space is neither assigned nor guaranteed and may be shared by many Agents on a first come basis. It is expected that Agents will have a home office where they may be able to conduct their business.

OFFICE ETIQUETTE

Our Offices serve customers and the public and decisions about the quality of our company and services are based on their interaction with you. Agents are expected to demonstrate good judgment & professional taste in attire when using our facilities. Do not use the speaker option on your cellphone in the lobby, on the sales floor or other communal areas. Food is not permitted at workstations.

OFFICE KEY AND ALARM POLOCIES

Please treat our offices as you would your own home and respect our facilities. Office access is available to all Agents 24/7; however, please adhere to the following regulations:

- 1 You must lock and secure all office doors if you are the last to leave.
- 2 You must turn off all the lights.
- 3 Reset the alarm system (when applicable)
- 4 You accept responsibility for any loss or theft due to negligence.
- 5 There is an office key fee of \$55 should you want a key. Upon termination, the key must be returned.

TRANSACTION COORDINATORS

Transaction Coordinators are responsible for document compliance and quality control on all sales, rentals, and listings. It is their responsibility to ensure that all real estate files are properly documented and fully executed. Transaction Coordinators require files to be submitted to them (by email, or in person) in a timely fashion, typically within 3 (three) business days of execution. Please make sure your files are legible and State compliant and follow URG guidelines as referenced on the "Required Documentation Checklist." Delays in providing timely paperwork may result in fines and penalties to the Agent.

LISTINGS

Agents are responsible for turning in complete listing files and supporting documentation within three business days of execution to the Transaction Coordinators. These files must be submitted through the Lone Wolf Desk Platform.

1 - Protected listings: The Agent is assured of receiving all incoming inquiries from either buyers or other Realtors. No other Agent will interfere with your listing contacts. All calls are immediately forwarded to the Agent.

2 - The minimum listing term of all listings accepted is 3 (three) months.

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3 - Listing commissions are negotiable. Refer to Commissions paragraph for specifics.

4 - Upon termination, Agents may take their Active listings not under contract with them to their new company.

5 - Agents are responsible for the cost of yard sign installation and may be billed directly by the sign installation company. Invoices must be paid promptly to ensure non-disruption of services.

6 – Agents will use only self-owned / MLS photographer approved pictures and create their own remarks for their listings. Using someone else's material can be a copyright infringement.

COMMISSIONS

United Realty Group strives to pay commissions in a timely fashion to our agents, but Agents must make sure that the files are complete and legible. Missing documentation may delay compensation. In general, commissions will be paid within 5 (five) business days of the date that the Transaction Coordinator receives the final documents including the closing statement and check(s) payable to United Realty Group (and the file is complete).

1 - Negotiated Commissions: The Company realizes that from time to time the Agents may be required to negotiate the real estate commission due to competitive market conditions. This is perfectly acceptable and does not require prior URG approval. Agents are not permitted to advertise in any way that the Company is willing to discount or reduce commissions.

2 - Personal Transactions are not exempt from paying the Company for any commissions due or transaction fees. However, the Agent may receive a credit for their commission at closing, with prior authorization from the Transaction Coordinator.

ESCROW ACCOUNT – RENTALS ONLY

United Realty Group maintains an active escrow account for Rentals Only. For Sales, please ask your buyer to make their escrow check payable to a third party of choosing (i.e., attorney, title company, or real estate broker). Agents are responsible for assuring that all escrow deposits are made in a timely fashion. All initial deposits must be submitted for deposit by the next business day and all additional deposits must be submitted according to the date specified in the Lease Agreement or Purchase Contract. Agents must forward copies of all escrow checks to the Company. Failure to follow correct procedure will result in severe consequences.

ERRORS AND OMISSIONS INSURANCE

United Realty Group maintains errors and omissions insurance for the purpose of defending both the Company and the Agent. However, the Agent is also responsible for defending any legal, administrative, state, federal, or agency actions brought against United Realty Group with regards to any real estate transaction where the Agent was involved. If the Agent does not make defense and United Realty Group is the defendant, the Agent is responsible for all losses including, but not limited to, attorneys fees.

COMMISSION DEFENSE

If URG is required to defend a real estate commission due United Realty Group, United Realty Group will be compensated for an hourly rate of \$75 per hour for each hour expended in Court and/or depositions. Furthermore, the Agent will be fully responsible for any legal and filing fees.

CONFIDENTIALITY

All Company information is considered proprietary and strictly confidential and should not be duplicated for the purpose of distribution to third parties.

SOLICITATION

Agent will not directly solicit, market, or recruit for any reason whatsoever any other agent within the United Realty Group organization during this agreement or for a period of five (5) years after the termination of this agreement.

RETURNING URG AGENTS

If the Agent makes the choice to return to the Company after having left for an unspecified period, the Agent may be required to interview prior to rejoining the Company.

MARKETING AND ADVERTISING

Agents must follow all Advertising Laws for Realtors. You will find the complete list of Laws for Realtors here: **Click Here**

1 – Brokerage Name: United Realty Group's name must be in all real estate marketing and advertising according to *Rule 61J2-10.025, Florida Administrative Code which states, "licensed name of the brokerage firm must appear in all real estate advertisements"*. You may use the United Realty Group Logo interchangeably because it includes the entire registered name of the brokerage. It is required to be on websites, social media, and any other online presence where you are advertising or representing real estate and real estate services.

2 – Copyright Laws: Obey all Copyright Laws. Agents are expected to have knowledge concerning copyright laws when advertising listing photographs and videos. **Agents are required to read this article prior to submitting this Agent Agreement: Click Here.** Images are not the only items that are copyrighted: writings, drawings, music, printed material, and videos are also a source of Copyright Law risk.

3 – Online Account Names: Agents are prohibited from naming any online account using United Realty Group's name, first. For example, the correct way to name an account or page would be Mark Smith, Realtor | United Realty Group.

4 - Team Adverting: Agent must be in compliance with Rule 61J2-10.026 Team or Group Adverting, Florida Administrative Code. It states:

- a. Agent must notify Company of the formation of a team and must provide Company with a list of Team Members for the Company to remain in compliance.
- b. In advertisements containing the team or group name, the team or group name shall not be in larger print than the name of the registered brokerage. All advertising must be in a manner in which reasonable people would know they are dealing with a team or group.
- c. Each team or group shall file with the broker a designated licensee to be responsible for ensuring that the advertising is *in compliance* with chapter 475, Florida Statutes, and division 61J2, Florida Administrative Code.

5 - ADA Compliance and Website Design: All websites created for and/or created by the Agent shall be monitored and maintained by the Agent to ensure compliance with the Americans with Disabilities Act. Compliance standards

may be found at www.ada.gov and www.w3.org/WAI/. All Agent websites shall clearly display the Logo of United Realty Group above, below, or adjacent to the Agent's contact information.

6 – Online Presences: Marketing, advertising and online presences that do not align with United Realty Group may be required to be removed.

FAIR HOUSING ACT

In the Sale and Rental of Housing, Agent will abide by the Fair Housing Act and will not discriminate because of Race, Color, National Origin, Religion, Sex, Familial Status, and/or Disability.

CODE OF ETHICS AND STANDARDS OF PRACTICE OF THE NATIONAL ASSOCIATION OF REALTORS®

I have read and agree to abide by the Code of Ethics and Standards of Practice of the National Association of REALTORS[®].

Signed by all United Realty Group Agents upon acceptance.