

AFFILIATION AGREEMENT

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THIS AGREEMENT is made and entered into by and between **ISELLHOUSES.COM, LLC** (hereinafter "ISHC") **REALTORS**, a real estate brokerage licensed in the States of Maryland, District of Columbia, Virginia and the individual below (hereinafter "Contractor");

Contractor Name: _____

Licensed as a salesperson or associate broker: _____

States licensed in: _____

Home Address: _____

Cell Phone: _____

E Mail: _____

Social Security Number: _____

Trade Name: _____ (if applicable)

Federal Tax ID Number: _____ (if applicable)

WHEREAS ISELLHOUSES.COM LLC is an independently owned and operated real estate brokerage business in this state with an administrative office located at the address mentioned on the last page of this agreement; and Contractor who has been issued a real estate license by this State and is desirous of availing himself/herself of the services and opportunities offered by ISHC. Contractor certifies that he/she is legally allowed to work in the United States of America in compliance with US Immigration Laws.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, it is hereby agreed as follows:

_____ (Contractor Initials)

INDEPENDENT CONTRACTOR

Contractor shall be deemed to be an independent contractor. Contractor shall be free to devote to his real estate sales efforts such portion of his entire time, energy, effort and skill as he sees fit and to establish his own endeavors. Contractor shall not have mandatory duties except those imposed by law or regulation and those specifically set out in this Agreement. Nothing contained in this Agreement shall be regarded as creating any relationship (employer/employee, joint venture, partnership, share-holder) between ISHC and the party other than the independent contractor relationship as set forth herein. Contractor is, and shall be treated by ISHC as, an independent contractor (statutory non-employee) and not an employee for state tax and for all other purposes. The salesperson (Contractor) will not be treated as an employee with respect to the services performed by such salesperson (Contractor) as a real estate agent for federal tax purposes. Contractor hereby acknowledges that he has been advised by ISHC that as an independent contractor (non-employee) affiliated with ISHC, he/she is responsible for the withholding and payment of all his/her own federal income taxes and his/her own self-employment taxes (FICA), together with all corresponding state, county and local taxes, if any, and Contractor hereby agrees to meet such responsibilities. Contractor hereby waives any claims he has or may have against ISHC now or in the future respecting such taxes or the right of ISHC not to withhold, not to pay or not to contribute to such taxes on behalf of Contractor. Contractor shall not hire, employ, contract with, retain, hold the license of, or sponsor for license any real estate broker or salesperson. 1099's shall be issued to the contractor by each January 31st of each year using the social security number and address provided by Contractor.

ISHC RESPONSIBILITIES

ISHC agrees that in consideration of the services of and the fees and expenses to be paid by Contractor, ISHC shall, while this Agreement remains in force, at the option of the Contractor: (a) make available to Contractor tools required to practice real estate sales, and (b) transmit to Contractor promptly the difference between 100% of all commissions received by ISHC as a result of the efforts of Contractor and amounts belonging to ISHC, if any.

SUPERVISION AND TRAINING

Contractor shall act as a real estate sales agent subject to the real estate license laws and regulations of the state(s), the bylaws of the local board(s), all applicable MRIS rules, the Code of Ethics of the National Association of Realtors and under the supervision/control of ISHC and/or the licenses broker(s) responsible for the ISHC office management. ISHC is required by the State Real Estate Commission(s) to provide updates and ongoing training to affiliates. Contractor agrees to read all such training updates sent by the brokerage and agrees to sign, date and return the receipt within 48

_____ (Contractor Initials)

hours. Should he/she not do so within 48 hours, a \$50 fine will be automatically charged to the contractor's credit card on file.

CONTRACTORS CREDIT CARD INFORMATION

All affiliate contractors are required to maintain a valid credit card on file with ISHC. Items charged to contractors credit card may include monthly affiliation fees, errors & insurance premium, sign post and brochure box installations, ordering business cards, sign panel name riders, for sale/for rent/open house directional arrow signs, personal brochures, business card magnets, car magnets, personalized envelopes/letterheads, door hangers, just sold/just listed postcard mailings, purchase of personalized sub domain names on the company website, annual holiday party, monthly affiliation fees, late fees etc.

Your name on card: _____

Type of credit card: _____
(ie. Visa, Mastercard, American Express, Discover)

Is it a credit card or a debit card? _____

Card Number: _____

CV code from back of card: _____

Expiration Date: _____

Your billing address: _____

City, State, Zip: _____

_____ (Contractor Initials)

AFFILIATION FEE OPTIONS

Option 1: Hundred percent commission

- Monthly affiliation fee: **\$50**
- Contractor to receive **100% commission**
- SALES: Agent sales transaction fee to ISHC is **\$50**
- SALES: Buyer/Seller sales transaction fee to ISHC is **\$395**
This may be paid by the contractor on behalf of his/her sales client
- RENTALS, REFERRALS, BPO'S, BONUSES: Agent transaction fee to ISHC is **\$50**
- RENTALS: Tenant/Landlord transaction fee to ISHC is **\$95**
This may be paid by the contractor on behalf of his/her rental client
- DOUBLE TRANSACTION FEES: If contractor is both the listing and selling agent on the same property, that equals two transaction sides and therefore each of the above transaction fees will be assessed on each of the two transactions sides
- Monthly payment to be made using this link, <https://paypal.me/isellhouses/50>

Option 2: Seventy percent commission

- Monthly affiliation fee: **\$0**
- Contractor to receive **70% commission**
- SALES: Agent sales transaction fee to ISHC is **\$50**
- SALES: Buyer/Seller sales transaction fee to ISHC is **\$395**
This may be paid by the contractor on behalf of his/her sales client
- RENTALS, REFERRALS, BPO'S, BONUSES: Agent transaction fee to ISHC is **\$50**
- RENTALS: Tenant/Landlord transaction fee to ISHC is **\$95**
This may be paid by the contractor on behalf of his/her rental client
- DOUBLE TRANSACTION FEES: If contractor is both the listing and selling agent on the same property, that equals two transaction sides and therefore each of the above transaction fees will be assessed on each of the two transactions sides

Which option do you pick? _____

_____ (Contractor Initials)

\$495 ANNUAL ERRORS & OMISSIONS INSURANCE

On the **1st day of each April** contractor will pay the annual errors and omissions insurance policy premium to ISHC. Contractor is advised that our company policy has a \$5,000 deductible which in the event of a claim involving the contractor, must be paid in full by the contractor. Contractor is also advised that fair housing infractions by the contractor are not covered by errors and omissions insurance policies. The payment to ISHC must be received on each April 1st, failing which a \$50 fine along with the amount past due will be charged to the contractor's credit card on file.

- Annual payment to be made using this link, <https://paypal.me/isellhouses/495>

LATE PAYMENTS OR DECLINED CHARGE CARD PAYMENTS

Each of the above chosen monthly payments must be received by no later than 5PM on the 1st business day of each month, failing which a **\$50 fine** along with the amount past due will be charged to the contractor's credit card on file. Declined charges on Contractor's charge cards on file with ISHC are subject to an declined charge fee of **\$50 per occurrence**.

CREDIT REPORT REQUESTS

When dealing with prospective tenants for rental properties, all credit reports must be run through ISHC. Rental application(s) are to be emailed to office@isellhouses.com. The cost for obtaining credit reports is **\$50 per applicant**.

- Single applicant credit report payments to be made using this link, <https://paypal.me/isellhouses/50>
- Couple applicant credit report payments to be made using this link, <https://paypal.me/isellhouses/100>

DRIVE-THROUGH OR WALK-IN BANK DEPOSITS

From time to time, contractor shall find it necessary to make drive-through or walk-in bank deposits into the ISHC bank accounts. Following the deposit into the appropriate ISHC bank account, contractor shall;

1. Write his/her name and reason for deposit on the bank issued deposit receipt.
2. Photograph the bank deposit receipt and text the photograph to 301-662-9000 to receive credit for the deposit.

COMMISSION PAYMENTS VIA TRACEABLE INCOMING AND OUTGOING BANK WIRES

Contractor may elect to have the settlement company wire funds to ISHC so that contractor may be paid his/her commission within 24 hours. An **incoming wire fee is \$100** per wire and shall be deducted from contractor's commission. Alternatively, contractor may elect to deposit a paper check from the settlement company into the ISHC commission account in which case the payout to contractor from ISHC shall occur within 72 hours. ISHC does not mail out paper checks. All Contractor commissions shall

_____ (Contractor Initials)

be paid out to contractor via bank to bank wire into Contractors bank account. An **outgoing wire fee of \$100** per wire shall be deducted by ISHC from the Contractor's commissions. For accounting purposes, each transaction by the Contractor will require a separate incoming (if applicable) and outgoing bank wire.

BANK ESCROW MONEY DEPOSITS

Contractor understands that ISHC prefers that whenever possible, **escrow checks be deposited with the closing company handling the closing**. Alternatively, in those instances where escrow checks are to be deposited with ISHC, we have a procedure in place for direct deposits of escrow checks into ISHC's escrow bank account at BB&T Bank. Escrow checks must be deposited immediately upon contract ratification and the escrow deposit packet sent to the broker, per instructions on the company website. Under no circumstances shall any commission money or fees due to ISHC, be deposited into this account. **ISHC's BB&T Escrow Account # will be provided to you**. Failure to deposit an escrow check **within 48 hours** and notifying ISHC of the deposit will result in a **fine of \$50** which ISHC shall charge to contractor's credit card on file. **Escrow audits** are routinely conducted by ISHC. When escrow information is requested by ISHC, contractor shall comply **within 48 hours** by reporting (a) name of buyer for whom we are escrowing funds in our company escrow account (b) date deposited (c) amount deposited (d) address of property associated with this deposited (e) settlement date. Failure to respond within 48 hours will result in a **fine of \$50** which ISHC shall charge to contractor's credit card on file.

BANK COMMISSION MONEY DEPOSITS

Contractor understands that ISHC has a procedure in place for direct deposits of commission checks into ISHC's commission bank account at BB&T Bank. Commission checks must be payable to the company name. Following deposit, the commission deposit packet must be sent to the broker, per instructions on the company website. Unlike 24 hour payouts following an incoming wire of contractors commission, payouts following the deposit of *commission checks* take 72 hours. Under no circumstances shall any escrow money be deposited into our commission bank account at BB&T Bank. **ISHC's BB&T Commission Account # will be provided to you**.

LISTING COMMISSION PERCENTAGE

In order to remain competitive in the marketplace, when negotiating in person, **contractor may charge his/her seller or landlord clients any listing commission percentage**. However, Contractor may **not** advertise nor promote his/her individual commission percentage or dollar amount to the public at large (ie. via mass media, social media, advertising, print marketing, mass mailing, magazine ads, online ads etc).

_____ (Contractor Initials)

MARYLAND ASSOCIATION OF REALTORS LEGAL HOTLINE

Contractor is never to attempt to answer legal questions asked to him/her by his/her clients or customers. The Maryland Association of REALTORS offers a **free legal hotline service** to all REALTORS licensed in the state. **Tel:** 1-800-888-1272, **Hours:** Mondays, Wednesdays, Fridays 10AM to 12PM and 2PM to 4PM.

**PERSONAL eFAX NUMBER**

These days, the real estate industry is using PDF scanners to scan and email documents to broker and clients. However, if contractor still uses faxes, he/she agrees to setup his/her own eFAX Account via www.efax.com. No fax forwarding service will be provided by ISHC to the Contractor.

CUSTOMIZED EMAIL ADDRESS

Contractor may elect to invest in a customized email address (ie. @isellhouses.com). By default, to maintain consistency and without exception, the first portion of the email address shall always be contractors first name, followed by a dot, followed by his/her last name (ie. John Doe's customized email address will be **john.doe@isellhouses.com**). The annual cost to do so is \$65. Once setup all email from this email address shall be forwarded to contractor's current email provider (ie. gmail, yahoo etc) and deleted from our servers. Contractor may "mask" his/her email replies to reflect the chosen company email address. Payment is to be made via this link <https://paypal.me/isellhouses/65>

MENTORSHIP, TRAINING, SUPERVISION FOR NEW AGENTS

Contractors who join ISHC who have not listed at least three properties in their career, nor sold at least three properties in their career (per verifiable MRIS records), are considered new to the business will be subject to the following business arrangement to receive on the job mentorship, training, supervision. The commission generated on the Contractors **first three listings will** be shared **50/50** with ISHC. Similarly, the commission generated on the Contractors **first three sales will** be shared **50/50** with ISHC.

Have you listed at least 3 houses? Have you sold at least 3 houses?

_____ (Contractor Initials)

BUSINESS CARDS

To preserve consistency of company image, all new and reorder business cards must be ordered directly through ISHC. Cards are printed on one side using matte 14 point card stock and shipped directly to the contractors home address on page one of this agreement. Having a photograph is optional but if desired, must be shot by a professional photographer, in professional business attire and against a plain light-colored background as seen above. **The cost for 1,000 cards is \$65.**



Payment is to be made via this link <https://paypal.me/isellhouses/65>

INFORMATION ON BUSINESS CARDS

Your Name: _____

Your cell phone: _____

Your efax number: _____

* If you choose to have one, buy from **efax.com**

Your email address: _____

Your personal website (if any): _____

Photo submission specifications: sized to be no higher than 3" tall, 300 dpi, JPEG, CMYK

Will you be sending us a photo? _____

_____ (Contractor Initials)

SIGNS

ISHC offers Contractor various sign options. They range from wooden post signs with one rider to self install metal signs with two riders to directional arrow signs.



SIGN OPTION 1: WOODEN POST AND HANGING SIGN PANEL

For each of these sign orders, contractor shall fill out the "**sign-post installation form**" found on the company website. **The cost for each installation (including removal) is \$150.**

Payment is to be made via this link
<https://paypal.me/isellhouses/150>

RIDERS FOR WOODEN POST AND HANGING SIGN PANEL

Contractor must order agent name and cell phone riders through **Dee Sign (www.deesign.com, Tel: 1-800-DEE-SIGN)** at his/her own expense. These must be **white text on a dark gray background**.

Dimensions for these riders should be **6" tall and 24" wide** with two top reinforced holes to hang the riders from the main sign panel. You may also buy individual riders from ISHC at a cost of \$65 each (includes shipping to your home address).

SELF INSTALL METAL FRAMED SIGNS AND SLIP IN RIDERS

If choosing to use these self-install signs vs. wooden post signs, Contractor must order these "**IND Model # 250**" signs through **Dee Sign (www.deesign.com, Tel: 1-800-DEE-SIGN)** at his/her own expense. These sign panels measure 24" high and 24" wide with an addition two sign riders (one on the top, one on the bottom).

Design template: The main red/yellow sign panel design template for this sign can be found on the company website. **Top rider** may only read For Sale or For Rent. **Bottom rider** may only read Contractors name, cell number with an optional photograph of the Contractor. **Both riders must be white text on a dark gray background.** Dimensions for these riders should be **6" tall and 24" wide** with two top reinforced holes o hang the riders from the main sign panel.



DIRECTIONAL ARROW SIGNS

If choosing to use directional for sale and open house arrow signs, Contractor must order these "**IND Model # 292**" signs through **Dee Sign (www.deesign.com, Tel: 1-800-DEE-SIGN)** at his/her own expense. **Design templates:** The design template for these signs measuring **18" x 24"** can be found on the company website.

_____ (Contractor Initials)

Contractor name, cell phone and photo may be added to these directional signs by speaking to a Dee Sign company representative.

MANDATORY ACCOUNT WITH DROPBOX.COM

Contractor shall establish and maintain an active personal account with **Dropbox.com** where all contracts between contractor and sellers/buyers/renters must be uploaded into a specifically named folder and the link to such folder shared with ISHC for full access to the real estate files. Regularly updated contract organization checklists are provided by ISHC on the company website for affiliate contractors to download and use. ISHC will not accept contracts via email attachments.



MANDATORY ACCOUNT WITH DOCUSIGN

Contractor shall establish and maintain an active personal account with **DocuSign.com** which will allow contractor to email contracts to his/her sellers and buyers for electronic signatures, initials, dates etc.

NO RENTAL PROPERTY MANAGEMENT BY CONTRACTOR

Contractor is not allowed to offer any kind of rental property management services. Instead, all property management referrals are to be referred to our in-house ISHC Property Management Division for a referral fee equal to 25% of what is collected from the first month's rent.

NO COMMISSION ADVANCES TO CONTRACTOR

Our firm does not participate in commission advances via third party companies that offer such money advancing services to REALTORS in general.

LIABILITY AND INDEMNIFICATION

ISHC shall not be liable to Contractor for any expenses incurred by him/her, nor shall Contractor have authority to bind ISHC by any promise or representation, unless specifically authorized in advance and in writing by ISHC. Contractor further agrees to pay all fines, damages, costs, and expenses, including but not limited to attorney fees and the full amount of any errors and omissions insurance deductible assessed against or incurred by ISHC and/or its officers in defending or satisfying any claim or judgment against ISHC and/or its officers because of Contractor's activity, even if such claim or judgment is brought or filed subsequent to the expiration or termination of this Agreement or any renewals or extensions hereof.

_____ (Contractor Initials)

REAL ESTATE VENDOR REFERRALS TO CUSTOMERS AND CLIENTS

To minimize liability, when referring real estate vendors to his/her customers and clients, contractor shall **refer a minimum of three vendors and do so in writing**. This is to avoid future liability in case a vendor fails to perform or deliver as promised.

PERSONAL EXPENSES

Contractor shall be 100% responsible for the full cost of additional services and materials which Contractor may authorize, request or avail of, including but not limited to long distance telephone and telecommunications services, copying and reproduction services, advertising and promotional brochures, personalized stationery, postage, yard signs for his/her listings, accounting or bookkeeping equipment, and other services and materials as made available by ISHC at such rates and on such terms as ISHC shall establish.

ADVERTISING IN MAGAZINES, MAILERS, LETTERHEADS, WEBSITES, INTERNET, FACEBOOK, TWITTER, PINTEREST, LINKEDIN, EMAIL, CRAIGSLIST ETC.

Contractor agrees to only use a broker approved standard advertising template. The contractor shall pay for his/her own advertising. Contractor's name & telephone number shall not be larger than the name of the firm. All advertising and marketing is to contain the following (a) I SELL HOUSES .COM, REALTORS (b) Contractor's Phone number followed by that of the Broker: 301-662-9000 (c) Equal Housing Opportunity & Realtor Logos (d) Contractor's name as it appears on his/her real estate license. Contractor to get all advertising approved by the broker or office manager PRIOR to placement or implementation.

DESIGN GUIDELINES

Contractor agrees and guarantees to adhere to the strict design guidelines for business cards, signs, print marketing, web marketing. Non-adherence will be grounds for immediate termination from ISHC and all pending and as then unpaid commissions or referral fees shall be forfeited in full to ISHC.

TRADEMARK USE PRIVILEGE

Only ISHC approved for sale signs, directional signs, open house signs, business cards, print advertising may be used. Contractor's privilege to use such marks, and the privilege to use ISHC yard signs, "SOLD" signs, business cards, promotional material, letterhead and any other item which bears such marks or bears any other distinguishing characteristic of the ISHC organization, is expressly made contingent upon (i) Contractor's observance of and adherence to the standards of proper use and guidelines promulgated and from time to time amended by ISHC; (ii) Contractor's adherence to and satisfaction of professional performance standards and service quality controls promulgated and from time to time amended by ISHC, including but not limited to those

_____ (Contractor Initials)

specified elsewhere in this Agreement; and (iii) Contractor's continued affiliation with ISHC under this or any successor to this Agreement. Contractor hereby acknowledges that ISHC is the exclusive owner of all right, title and interest in and to the marks identified above, and further agrees that all use of such marks by Contractor shall insure exclusively to the benefit of ISHC. Contractor shall cease immediately all use of ISHC marks in the event of termination or expiration without renewal of this Agreement, and shall refrain from adopting any name or identity confusingly similar to such mark or which incorporates the prefix "I SELL" or the suffix "HOUSES". All print advertising is to clearly identify the following (a) ISELLHOUSES.COM, REALTORS LLC LOGO (b) Equal Housing Opportunity Logo (c) REALTOR Logo. All print advertising is to be approved by the broker and the contractor is to adhere to a strict uniform standard. No words other than what are factual to the property may be used in any print or web advertising (i.e. okay to use are – name of subdivision, address, number of bedrooms, bathrooms, price, lot size, age, style, amenities etc) (NOT okay to use are – figurative descriptions of the property, i.e. gorgeous home in executive neighborhood, perfect for single mothers, perfect for children etc)

TERM

Except as otherwise provided in writing, this agreement shall be binding for a minimum period of 365 days from the date of signing this agreement. The independent contractual relationship may be renewed for additional 365 day term periods by mutual agreement, provided, however, that the then-current independent contractor agreement form is signed by Contractor and that all fees and dues required to be paid by Contractor under the terms of this Agreement shall have been paid in full as of the date of such renewal. In the event no renewal agreement is executed in writing and contractor continues to work as a sales associate for ISHC, and all Contractor fees are paid and up to date, this agreement shall be deemed to be automatically extended for another 365 days and the parties agree to be bound by all the terms, provisions and conditions of this agreement as if it had not expired. This agreement may be terminated at anytime by ISHC, immediately and without prior notice in the event Contractor defaults on the prevailing 365 day term or any renewal thereof, for non-payment of timely monthly dues to the firm, or otherwise fails to conduct his/her business in accordance with the terms of this Agreement, or engages in conduct which is disloyal or disrupts the office, or fails to abide by a professional code of conduct as determined by the broker or managing broker of the firm, or engages in business practices that expose the firm to risk & liability, or is likely to bring discredit to the ISHC name, or shares the business practices of ISHC with competing firms, or transfers his/her license to another brokerage, in which events Contractor's entitlement to receipt of his/her pending and as then unpaid commissions or referral fees shall be forfeited in full to ISHC. This agreement may be terminated by Contractor by giving ISHC a formal written notice whereupon which the Contractor is free to transfer his/her license(s) to another

_____ (Contractor Initials)

brokerage, in which event Contractor's entitlement to receipt of his/her pending and as then unpaid commissions or referral fees or bonus checks shall be forfeited in full to ISHC and all Contractors seller's clients and buyer clients shall remain with ISHC. Contractor shall not induce company clients to move their business away from ISHC either before or after giving notice to terminate this agreement.

DISPUTE RESOLUTION

Consistent with the ISHC dispute Resolution Commitment, Contractor shall cooperate and adhere to the policy and practice of ISHC pertaining to the resolution of internal disputes hereunder, or external business disputes with third parties, by first using mediation and/or binding arbitration as offered through a professional mediation firm. Contractor shall pay both his/her costs and those of ISHC of such professional mediation/binding arbitration services until the matter is resolved.

RELEASE AGREEMENT FUNDS

Contractor understands that any funds assigned to the Contractor via an executed release agreement shall be split 50/50 between ISHC and the Contractor.

CRIMINAL RECORDS

Contractor certifies that other than traffic infractions, he/she does not have a criminal record in any of the United States court systems. If false representation of facts is discovered later, it may lead to automatic termination of affiliation with ISHC with all pending commissions forfeited to ISHC.

COMPLAINT HEARING PROTOCOL

Contractor understands that he/she is to act as a real estate professional at all times, keep detailed written records, practice fair housing, obey the law. If any complaint is filed against the Contractor which leads to a hearing panel and if the broker and/or branch manager is required to accompany Contractor to (or attend on contractor's behalf) such complaint hearing, Contractor will be charged \$250 per hour (or any fraction thereof), to be billed and/or automatically deducted from Contractors pending commissions. If the hearing requires the Contractor to have an attorney or other professional witness to also accompany him/her to such a hearing, all their expenses shall be paid by the Contractor.

MANDATORY ASSOCIATION MEMBERSHIP

Contractor understands that "ISHC" only retains membership with **GCAAR** (Greater Capitol Area Association of REALTORS) and hereby agrees to join or switch over to GCAAR.

Contractor to notify his association to direct all his/her mail to contractor's home address (ie. REALTOR magazine, association newsletters,



_____ (Contractor Initials)

correspondence etc) as no mail forwarding service is offered by ISHC. All fees associated with the association shall be paid by the contractor.

MANDATORY BRIGHT MLS MEMBERSHIP

Contractor agrees to join the regional MLS system called **BRIGHT MLS**. If already a member, contract to switch his/her affiliation from his/her previous brokerage to ISHC. All fees associated with BRIGHT MLS shall be paid by the contractor.



ASSISTANTS

If Contractor employs an unlicensed Assistant, Contractor agrees to abide by the strict rules for unlicensed assistants as set by DLLR and agrees to take full responsibility for the actions of his/her unlicensed assistant.

SATELLITE OFFICES

If Contractor rents a satellite office space for his/her personal use from a third-party office space leasing company (ie, Regus), **he/she may not display a company sign in such space so as to give anyone the impression that such space is a "branch office" of ISHC**. Similarly, for the same reason, he/she may not list the address of such space in his/her online marketing (Agent website, Facebook, Twitter, LinkedIn, Instagram, Pintrust accounts) or print marketing (ie. business cards, postcards, signs, doorhangers).

NAME TAGS

Magnetic name tags are a great way to tell the world what one does and look professional at any meeting with a real estate client. If Contractor elects to order a name tag, payment is to be made via this link <https://paypal.me/isellhouses/65>



_____ (Contractor Initials)

IN WITNESS WHEREOF the parties hereto, by their signatures below, acknowledge their understanding of a commitment to the terms of this agreement effective as of the date ratified below by Contractor and ISHC Principal Broker or ISHC Representative.

Contractor Name

Contractor, Signature

Date

Pepi Khara, Signature

Date

Principal Broker, CEO

ISELLHOUSES.COM, REALTORS LLC

Text: 301-662-9000 Email: pepikhara@gmail.com

To be ratified, this agreement must be signed/dated by the principal broker or designee



_____ (Contractor Initials)



POLICY AND PROCEDURE MANUAL

LEGAL AND ETHICAL OBLIGATIONS OF SALES ASSOCIATES

1. A: PROPER HANDLING OF TRUST MONIES

It is the responsibility of each Sales Associate to properly safeguard and promptly account for all trust money which comes into the possession of the Sales Associate. Trust money, under Maryland law, is defined to mean a deposit, payment or other money that a person entrusts to the real estate licensee.

Upon the execution of a contract of sale or lease, the Sales Associate shall promptly submit the trust money to the Company for processing along with the executed contract of sale, lease, and addenda thereto.

The obligation of the Sales Associate to promptly remit the trust money for processing by the Company at the time that a contract of sale or lease is entered into shall be complied with even if the terms and conditions of the contract of sale or lease provide that the trust money is not to be negotiated or deposited until the occurrence of a particular event or contingency in accordance with the contract of sale or lease.

If a Sales Associate receives trust money in the form of a check and is advised by the maker that the account upon which the check is drawn has insufficient funds to cover the amount of the check, the Sales Associate shall advise **the broker and/or manager and shall also notify** the listing agent or seller (in the case of a FSBO) of such fact at the time that the offer or lease is submitted. A Sales Associate shall not accept or receive any trust money by way of a check which is postdated.

If advised by the Company that any trust money in the form of a check has been dishonored by the bank upon which the check was drawn, the Sales Associate shall immediately notify **the broker and/or manager and shall also notify the** listing agent or the seller (in the case of a FSBO) immediately and shall confirm such fact in writing.

Initials: _____

A Sales Associate shall not represent, infer or suggest to any party to a contract of sale or lease form that a minimum deposit is required under Maryland law to create or form a binding contract of sale or lease.

Under no circumstances shall a Sales Associate convert any trust money received by the Sales Associate for their own personal benefit or use.

B: DISTRIBUTION OF TRUST MONIES AS REQUIRED UNDER THE MARYLAND REAL ESTATE BROKERS ACT

Under Maryland law, a broker must maintain trust money in an authorized account until:

- a. the real estate transaction for which the trust money was entrusted is consummated or terminated;
- b. the broker receives proper written instructions from Buyer and Seller directing withdrawal or other disposition of the trust money;
- c. on an interpleader filed by the broker, a court orders a different disposition; or
- d. the Buyer or Seller of the trust money fails to complete the real estate transaction for which the trust money was entrusted and the broker, in the broker's sole discretion, decides to distribute the trust money as specified below.

Prior to distributing the trust money as required under the statute, the broker shall notify Buyer and Seller that the broker intends to distribute the trust money to the person who, in the good faith opinion of the broker, is entitled to receive the trust money in accordance with the terms of the real estate contract which established the trust. The notice required under the law shall:

- i. be in writing;
- ii. state whether the trust money will be paid to the Buyer or Seller; and
- iii. disclose to Buyer and Seller that:
 - either party may prevent distribution of the trust money by submitting a protest within 30 days from the date the notice was delivered or mailed by the broker; and

Initials: _____

- if neither party submits a protest within 30 days from the date the notice was delivered or mailed by the broker, the trust money will be distributed in accordance with the broker's notice.

The notice required under this subsection shall be hand delivered to both the Buyer and Seller; **OR** sent by certified mail, return receipt requested, **and** regular mail to both Buyer and Seller.

As stated above, Buyer or Seller may protest the distribution of the trust money. Buyer or Seller shall submit the protest to broker holding the trust money within 30 days from the date the required notice was delivered or mailed by the broker. A protest shall be in writing and either: hand delivered; or sent by certified mail, return receipt requested, and regular mail.

If a written protest is received by the broker, the broker shall distribute the trust money in accordance with the foregoing.

If no written protest is received by the broker holding the trust money, the broker shall distribute the trust money in accordance with the terms of the notice.

When the duty of the broker to maintain trust money in an account terminates, the broker promptly shall account for all trust money.

A real estate broker may not be liable to a Buyer or Seller for a good faith decision to distribute the trust money under Maryland law; or a decision not to distribute the trust money.

C: SAMPLE 30 DAY LETTER

Insert date

Via Certified Mail, Return Receipt Requested, And First Class Mail

To: Sally Seller
123 Sad Street
Annapolis, MD 00000

and

To: Betty Buyer
456 Happy Street
Baltimore, MD 11111

Initials: _____

Property: 789 Lovely Lane, Ellicott City, MD 22222

Contract of Sale Dated: Insert date

NOTICE OF INTENT TO DISTRIBUTE EARNEST MONEY DEPOSIT

Settlement on the Property under the terms and conditions of the Contract of Sale has not occurred and the parties have either elected not to complete the transaction or have failed to complete the transaction.

The parties have also failed and/or are unwilling or unable to execute a written release of deposit agreement as provided in the Contract of Sale.

This company, in accordance with the terms and conditions of the Contract of Sale, currently holds in its escrow account the deposit(s) paid by the Buyer, on account of the Contract of Sale in the amount of _____ ("the Deposit").

Pursuant to the Contract of Sale and in accordance with Section 17-505 (a) and (b) of the Business Occupations Professions Article, Annotated Code of Maryland, Seller and Buyer are hereby advised by ("X Brokerage Company"), through its licensed real estate broker ("Broker"), as follows:

1. Broker, in Broker's good faith opinion, and in accordance with the terms and conditions of the Contract of Sale, intends to distribute the Deposit to:
_____.
2. You may protest Broker's proposed distribution of the Deposit by submitting a written protest to Broker at the address as shown in Paragraph 5 below.
3. Any protest must be in writing and must be submitted and received by Broker not later than thirty (30) days from the date that this Notice was either personally delivered to you or was mailed to you.
4. Should you elect to protest Broker's proposed distribution of the Deposit, you must either hand deliver the written protest to Broker or deliver to Broker your written protest by certified mail, return receipt requested AND by first class mail.
5. Any written protest shall be delivered or addressed to Broker at:
_____.

If a written protest is timely received by Broker within the required thirty (30) day time period from the date of mailing of this Notice, Broker shall not distribute the Deposit but shall continue to hold the Deposit in escrow until:

Initials: _____

- a. Broker receives proper written instructions from Seller and Buyer directing and authorizing the disposition of the Deposit; or
- b. Following litigation between Seller and Buyer, a court orders and directs the disbursement of the Deposit; or
- c. Broker files a bill of interpleader and transfers the Deposit to the Court for resolution by the Court as to the entitlement of the Deposit. In the event Broker files such action, Broker will be entitled to deduct costs and fees in accord with the Deposit Paragraph of the Contract of Sale.

If no written protest is timely received, Broker shall distribute the Deposit as provided in Paragraph 1 of this Notice.

Sincerely, Broker

2. FEDERAL, STATE AND LOCAL FAIR HOUSING REQUIREMENTS

It is the policy of the Company to provide real estate brokerage services to all persons.

A Sales Associate shall not refuse to provide real estate brokerage services to any person who falls within a protected class under federal, state or local law.

A Sales Associate, either intentionally or unintentionally, shall not assist an owner of property, whether residential or commercial, in any agreement, plan, scheme or suspected effort on the part of the owner to discriminate in the sale or lease of real property to any person who is protected under federal, state and local fair housing laws.

Under federal law, protected classes include race, color, sex, religion, national origin, physical or mental disability, and familial status. Under Maryland law, protected classes include all those persons protected under federal law plus the additional classes of marital status, sexual orientation and gender identity.

Anne Arundel County, Baltimore City, Baltimore County, Harford County, Howard County, Montgomery County and Prince George's County have adopted local fair housing laws that include the protected classes under federal and Maryland law as well as the following additional protected classes, which will vary from county to county. These additional protected classes include:

- Occupation
- Political opinion
- Appearance
- Source of income
- Gender Identity
- Creed

Initials: _____

- Ancestry
- Genetic status.

The following shall apply to the conduct of all Sales Associates to ensure that all persons, regardless of their protected class as described above, are afforded the full and equal opportunity to locate and acquire real property for sale or for lease and to further ensure that such individuals are afforded the full opportunity to receive professional real estate brokerage services from real estate licensees:

- A.** A Sales Associate shall decline to accept any listing agreement where the owner, in advance, has inferred or suggested that the Sales Associate limit the availability of the property to any person based upon their protected status or suggest or infer that the Sales Associate assist the owner in limiting the availability of property for sale or for lease to any person who falls within a protected class.
- B.** A Sales Associate shall not assist an owner in any effort to discriminate against a person attempting to buy or lease real property based upon the person's classification under a protected class.
- C.** In any circumstance where a Sales Associate is requested by an owner or suspects or believes that an owner of real property intends to engage or is engaging in a course of conduct designed to discriminate in the sale or lease of real property, the Sales Associate shall promptly report such matter to the broker or office manager and seek immediate advice and direction as to procedures to be followed under such circumstance.
- D.** A Sales Associate shall not, under any circumstances, make, either verbally or by gesture, any reference to any person in a derogatory or derisive manner based upon the physical characteristics of such individual or their particular circumstance based upon any protected class under federal, state or local law. Under no circumstances shall any Sales Associate make or use any words, phrases or gestures of a derisive or offensive nature, including any stories or jokes, which relate to the physical characteristics of any person. Any Sales Associate who uses derogatory words or phrases based upon the physical characteristics of an individual or based upon their protected class will be summarily terminated from the Company. This will include any such comments by and between the Sales Associates among themselves or to other persons and by any means, both verbal and written.
- E.** A Sales Associate, at all times, shall comply fully with all federal, state and local requirements with respect to the equal opportunity of all persons to purchase or lease real property in accordance with federal, state and local laws and regulations.

Initials: _____

- F. A Sales Associate shall include the equal housing opportunity logo in all display advertisements, whether print, television, or internet, in excess of four (4) inches. The equal housing opportunity logo must be the same size as any other logo included in the advertisement and shall never be less than 1/2 inch by 1/2 inch as required by federal law. Similarly, a Sales Associate shall include the equal housing opportunity slogan in all print advertisement under four (4) inches. To fully comply with the law, the equal housing opportunity slogan shall be fully stated in such advertisement as "Equal Housing Opportunity" and not as "EHO."

There is **no exception** to federal, state or local fair housing laws if a Sales Associate is involved in a real estate transaction. While there may be certain circumstances under federal, state and local laws which would authorize an owner to discriminate, on a limited basis, against certain persons and protected classes, such exceptions do not apply if the owner has engaged the services of a licensed real estate salesperson in the sale or lease of real property.

Under no circumstances shall a Sales Associate solicit properties for sale based upon any reference to or suggestion of changing neighborhoods or the changing diversity of a community or neighborhood where the property is located.

At no time, shall a Sales Associate determine where a prospective buyer ought to live based upon the Sales Associate's belief as to where the buyer would feel safer or more comfortable. Similarly, a Sales Associate shall make available to all buyers all properties currently for sale or lease for which the buyer qualifies to ensure the buyer has the full opportunity to be aware of such available properties and to determine for themselves where the buyers elect to live and reside.

The Company takes its obligations under federal, state and local fair housing laws seriously and it is the established policy of the Company to affirmatively further fair housing and to provide real estate brokerage services to all persons without regard to their classification under a protected class and to enforce, both in spirit as well as intent, all applicable federal, state and local laws regarding fair housing.

3. ADVERTISING REQUIREMENTS

Sales Associates shall be careful at all times to present a true picture in all advertisements.

Advertisement means print and media advertisement including newspaper and magazine advertisement, mailings, correspondence, brochures, business cards, for sale and for lease signs and sign riders, promotional items, newsletters, automobile signage, telephone directory listings, telephone solicitations, as well as internet, radio, and television advertisement.

The telephone number of the broker and/or branch office manager shall be included in all advertisements as defined above. The telephone number as required shall be the main office telephone number of the office where the wall license of the Sales Associate is displayed. The telephone number is required by Maryland law to be identified by the use of the word "office"

Initials: _____

preceded by the main telephone number of the office or "(O)" preceded by the main telephone number of the office.

In all advertisements, the Sales Associate shall include his or her full name as it appears on their real estate license and shall not use any other name, including a nickname, except as otherwise authorized and approved by the Maryland Real Estate Commission, from time to time. The name of the Company shall be meaningfully and conspicuously displayed in all advertisements and shall include the full name of the Company as it appears on the real estate license of the Sales Associate. Under no circumstances shall the Company name be abbreviated.

All print advertisements, including television and internet, shall include the equal housing opportunity logo or slogan as required by federal law. All advertisements shall comply with the HUD Guidelines with respect to prohibited words and phrases relating to equal housing opportunity and fair housing under federal law.

When selling, or leasing real property owned by the Sales Associate, the Sales Associate shall include in any advertisement for the sale of the property, the fact that the Sales Associate is a Maryland licensed real estate salesperson or licensed real estate associate broker. A Sales Associate selling or leasing his or her own real property or purchasing or leasing real property on his or her own behalf shall include in the contract of sale or lease, a written disclosure to the buyer or seller, as the case may be, that the Sales Associate selling, leasing or buying real property is a licensed real estate salesperson or licensed real estate associate broker in the State of Maryland. Disclosure in the contract of sale or lease shall also be required when the Sales Associate represents: (i) a member of his or her immediate family; (ii) an entity in which the Sales Associate has an ownership interest; (iii) an employee of the Company; or (iv) an employee of a team or group of which the Sales Associate is a member. As used in this paragraph "immediate family" includes shall include the Sales Associate's spouse or domestic partner, child, stepchild, child's spouse, stepchild's spouse, parent, sibling, grandparent, or grandchild.

A Sales Associate who is a member of a team or group shall not advertise solely in the name of the team or group unless the full name of the Sales Associate, as it appears on their real estate license, and the company name are meaningfully and conspicuously included in the advertisements, as defined above. Additionally, advertisements may not include the name or photograph of any member of a team or group who is not a real estate licensee and/or is not affiliated with the Company.

A Sales Associate shall not offer inducements to buyers or sellers in any advertisement which involves a contest; element of chance; lottery; drawing; or other such mechanism by which a prize or anything of value is to be awarded based upon the luck of the draw or other such limited criteria.

A Sales Associate shall not advertise property as being available for sale or lease without the written authority of the owner.

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All advertisements placed by a Sales Associate shall, at all times, comply with all requirements of federal, state and local laws and regulations and shall be submitted for review and audit by the broker or office manager (or the designee of the broker or office manager) as set forth in this Manual.

A Sales Associate shall ensure that the content of any advertisement is factual and true and shall avoid any misstatement or exaggeration of fact.

When advertising a compilation of properties "sold" or "recently sold" in a particular subdivision or neighborhood, the Sales Associate shall include in such advertisement a statement that the compilation is based upon public information and is not intended to suggest or infer that the Sales Associate or broker was actually involved in the listing or sale of the properties included in the compilation.

A Sales Associate shall not offer any type of coupon redeemable by the public without the prior review and approval by the broker or office manager (or the designee of the broker or office manager).

4. REVIEW OF ADVERTISEMENTS

All advertisements to be placed by a Sales Associate shall be promptly submitted to the broker or office manager (or the designee of the broker or office manager) for review and audit to ensure compliance with Company policy and the requirements of federal and Maryland law, prior to the placement of such advertisements.

Advertisement means print and media advertisement including newspaper and magazine advertisements, mailings, brochures, business cards, for sale signs and for sale sign riders, promotional items, newsletters, as well as internet and television advertisement.

Following such review and audit as to each advertisement to be placed by a Sales Associate, the Sales Associate shall be advised of any inconsistency in such advertisement. Upon notice of such inconsistency, the Sales Associate shall immediately undertake to correct the inconsistency noted and ensure that such inconsistency does not occur with respect to advertisements to be placed in the future.

5. REVIEW OF CONTRACTS, LEASES AND BROKERAGE AGREEMENTS

Upon execution by all parties to a contract of sale, lease or brokerage agreement, the Sales Associate shall promptly, or as soon as practicable thereafter, submit the contract of sale, lease or brokerage agreement to the broker, office manager (or designee of the broker or office manager) for review and audit.

Brokerage agreement includes a listing agreement for the sale or lease of real property; buyer agency agreement; and/or property management agreement.

Initials: _____

The broker, office manager (or designee of the broker or office manager), consistent with Maryland law, shall review and audit all contracts of sale, leases and property management agreements as executed by all parties.

Following such audit and review, the Sales Associate involved in the contract of sale, lease or property management agreement will be advised of any noted error(s) or omission(s) in or to the contract of sale, lease or property management agreement or the existence of any missing or incomplete items as required by law or Company policy with respect to such contract of sale, lease or property management agreement with instructions to the Sales Associate as to any requirement to complete any missing information, or documents or addenda thereto.

Upon notification to the Sales Associate of the need to correct any error(s) or omission(s) as noted by the review and audit of the contract of sale, lease or property management agreement, the Sales Associate shall promptly comply with all requests by the broker, office manager (or designee of the broker or office manager) to correct such error(s) or omission(s). The Sales Associate shall prepare and complete such missing document(s) as identified for execution by the parties to the contract of sale, lease or property management agreement and shall promptly deliver such corrected or missing document(s) to the broker, office manager (or designee of the broker or office manager).

6. UNLICENSED PERSONAL ASSISTANTS

A Sales Associate shall not engage or hire the services of an unlicensed personal assistant without the express prior written consent of the broker or office manager.

If authorized to hire or engage the services of an unlicensed personal assistant, it is the responsibility of the Sales Associate to take all steps necessary to ensure that the unlicensed personal assistant does not perform any act or engage in any conduct for which a real estate salesperson's license would otherwise be required under Maryland law.

The Maryland Real Estate Commission has issued written guidelines as to those acts which an unlicensed personal assistant may or may not do. The guidelines of the Maryland Real Estate Commission provide as follows:

An unlicensed personal assistant **MAY**:

1. Answer the telephone and forward calls to a licensee;
2. Submit listings and changes to a multiple listings service;
3. Follow up on loan commitments after a contract has been negotiated;
4. Assemble documents for closing;
5. Secure documents (public information) from courthouse, public utilities, etc.
6. Have keys made for company listings;
7. Write and place ads for approval of licensee and supervising broker or office manager;

Initials: _____

8. Type contract forms at the direction of and for approval by licensee and supervising broker or office manager;
9. Compute commission checks;
10. Place signs on property;
11. Arrange the date and time of home, termite, and well/septic inspection, mortgage application, pre-settlement walk-thru, and settlement;
12. Prepare flyers and promotional information for approval by licensee and supervising broker or office manager;
13. Act as courier service to deliver documents, pick-up keys, etc.;
14. Schedule an open house;
15. Schedule appointments for licensee to show listed property;
16. Accompany a licensee to an open house or showing for security purposes or to hand out preprinted materials; and
17. Contact clients and potential clients using online communication methods such as web-based chat to accomplish one of the above-listed tasks.

An unlicensed personal assistant **MAY NOT**:

1. Prepare promotional materials or ads without the review and approval of the licensee and supervising broker or office manager;
2. Show property;
3. Answer any questions on listings, title, financing, closing, etc.;
4. Discuss or explain a contract, listing, lease, agreement, or other real estate document with anyone outside the Company;
5. Be paid on the basis of real estate activity, such as a percentage of commission, or any amount based on listings, sales, etc.;
6. Negotiate or agree to any commission, commission split, management fee or referral fee on behalf of a licensee;
7. Discuss the attributes or amenities of a property, under any circumstances, with a prospective purchaser or tenant;
8. Discuss, with the owner of real property, the terms and conditions of the real property offered for sale or lease;
9. Collect, receive or hold deposit monies, rent, other monies or anything of value received from the owner of the real property or from a prospective purchaser or tenant;
10. Provide owners of real property or prospective purchasers or tenants with any advice, recommendations or suggestions as to the sale, purchase, exchange, or leasing of real property to be listed or presently available for sale or lease;
11. Hold himself or herself out in any manner, orally or in writing, as being licensed or affiliated with a particular company or real estate broker as a licensee;
12. Contact the public concerning the availability of real estate brokerage services unless an inquiry about a specific property is immediately referred to a licensee;
13. Contact clients or prospective clients using online communication methods such as web-based chat to solicit customers with respect to a specific property; and

Initials: _____

14. Contact clients using online communication methods such as web-based chat without first disclosing the broker's name or the company name as it appears on the license at the beginning of the chat session or in text visible on the same web page that contains the chat session.

When authorized to hire, or engage the services of an unlicensed personal assistant, the Sales Associate shall enter into a written agreement with the unlicensed personal assistant and shall expressly include in such written agreement the guidelines as provided above and shall have the unlicensed personal assistant acknowledge such guidelines by signing and dating such agreement.

Under applicable federal and Maryland wage and employment laws, an unlicensed personal assistant can never qualify as an independent contractor. Instead, such individual is an employee only of the Sales Associate who hires or engages the unlicensed personal assistant. As a result, the Sales Associate engaging or hiring the services of unlicensed personal assistants must, at all times, comply with each and every federal and state employment and labor laws. At a minimum, such compliance will include the following:

- Apply for and obtain a federal and state employer identification number;
- Compensate the employee on a salary basis not less than the minimum wage as established by federal law from time to time;
- Withhold from all compensation and salaries paid all applicable federal and Maryland withholding taxes, social security taxes, FICA and Medicare;
- Remit as required by federal and Maryland law all such salary withholdings and the payment of all required matching employer contributions by the Sales Associate as the employer with respect to social security, FICA and Medicare;
- Apply for and remit the required Maryland Unemployment Compensation and Maryland Worker's Compensation reporting requirements, premiums and periodic payments;
- Issue the appropriate federal and Maryland employee payroll withholding forms within the time frame as prescribed by federal and Maryland law;
- Conspicuously post all required federal and Maryland employee notices within the work area of the unlicensed personal assistant employee.

The Sales Associate hiring or engaging such unlicensed personal assistant shall not request or direct such individual to perform any prohibited act in the guidelines set forth above. Additionally, the Sales Associate shall ensure that the unlicensed personal assistant does not perform any act for which a real estate license is required and, further, that the unlicensed personal assistant does not, under any circumstance, hold himself or herself out to the public as being a real estate licensee or affiliated as a licensed real estate salesperson with the Company.

A Sales Associate who permits an unlicensed personal assistant to perform any act or engage in any conduct for which a real estate license is otherwise required is guilty of a criminal

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misdeemeanor under Maryland law, and, in addition to a substantial fine and possible imprisonment, such act could also be grounds for the suspension or revocation of the license of the Sales Associate and a \$5,000 civil penalty for each violation.

7. TEAMS

The Company permits Sales Associates within the Company to form and work together as Teams, with the prior written approval of the Broker, in accordance with Maryland law. Maryland law provides that a Team must consist of two or more Sales Associates who:

- A. Work together on a regular basis;
- B. Represent themselves to the public as being part of one entity; AND
- C. Designate themselves by a collective name such as "Team" or "Group."

All licensed team members must be affiliated with the Company, and, if applicable, offer brokerage services at the same branch office.

The name of the Team may NOT contain the terms: "Real Estate," "Real Estate Brokerage," "Realty" or any other term that would lead the public to believe that the Team is offering real estate brokerage services independent of the Company.

Team members must conduct all real estate brokerage activities from the Broker's office or the branch office where their licenses are displayed. A Team may NOT operate out of an office or location other than the Broker's office or the branch office where their individual licenses are displayed.

1) Advertising

- A. All Team advertising must contain:
 - a) The full name of the Company displayed in a meaningful and conspicuous way;
 - b) The name of at least one of the licensed members of the Team; and
 - c) The Team name in the advertisement must be directly connected to the name of the brokerage.

2) Team Leaders

- A. A Team must designate a team member as its Team Leader. The

Initials: _____

Team Leader must be an Associate Broker or Salesperson with at least three years of experience.

- B. The Team Leader must maintain a current list of all members and employees of the Team.
- C. The Team Leader must provide the list and any revisions to the list to the Broker or Office Manager where the Team Members' licenses are displayed.
- D. The Team Leader must exercise reasonable and adequate supervision over the provision of real estate services by members of the Team.

3) Brokers & Branch Office Managers

- A. The Broker or Branch Office Manager must maintain copies of the lists of team members and employees.
- B. The Broker or Branch Office Manager must supervise the team members, and this supervision is in addition to the supervision responsibilities of the Team Leader.

4) Team Leaders & Members

The Team Leader and all team members must adhere to all office rules, practices and procedures established by the Broker and the Branch Office Manager.

5) Dual Agency

The Broker or duly designated branch office manager may designate two members of a Team as intra-company agents for the Buyer and the Seller in the same transaction if the parties have **FIRST** been advised in writing that the licensees are part of the same Team and the Team could have a financial interest in the outcome of the transaction. The Buyer and Seller must complete the "Notification of Dual Agency Within a Team" disclosure required under existing law before Dual Agency may occur.

7. CREATION AND DISCLOSURE OF AGENCY RELATIONSHIPS IN RESIDENTIAL REAL ESTATE TRANSACTIONS

Creation of an Agency Relationship. Under Maryland law, an agency relationship is created by entering into a written brokerage agreement with the principal (Seller or Buyer). The

Initials: _____

brokerage agreement must (i) be in writing; (ii) have a definite termination date that is effective automatically without notice from the client; (iii) state the amount of compensation to be paid to broker and whether broker is authorized to receive the compensation from a person other than the client; (iv) state whether the broker is authorized to cooperate with other brokers and share compensation with the other brokers and the amount of the compensation; (iv) explain events or conditions that entitle the broker to compensation; and (iv) contain provision for cancellation of brokerage relationship by either the client or the broker.

Dual Agency. The Company permits Sales Associates to engage in Dual Agency, provided the Sales Associate complies with Maryland law. Maryland law expressly prohibits single agent dual agency, meaning that a Sales Associate may not represent the Seller and the Buyer in the same transaction. Maryland law specifies that the Broker or Branch Office Manager designated by broker serves as the Dual Agent. The Broker or duly designated Branch Office Manager assigns an agent to represent the seller (Intra-company agent for seller) and assigns another agent to represent the buyer (Intra-company agent for the buyer). The Dual Agent cannot also be an Intra-company Agent. Intra-company agents MUST keep confidential information CONFIDENTIAL, except to the Dual Agent.

The Intra-Company Agent for the seller and the Intra-Company Agent for the buyer must obtain the written consent of their respective clients to engage in Dual Agency. Such consent is obtained by using the Consent for Dual Agency form issued by the Maryland Real Estate Commission. The Consent for Dual Agency form may be signed at the time the parties execute the brokerage agreement. This serves as an authorization to show Company listings to buyer clients of the Company.

The Consent for Dual Agency form requires an additional step after it is executed. If a party has previously signed a Consent for Dual Agency form (most likely), the seller must affirm consent for the sale to a particular buyer. Similarly, the buyer must affirm consent for the purchase of a particular property. This Affirmation is accomplished on the lines provided on Page 2 of the Consent for Dual Agency form.

Subagent. A Sales Associate who becomes the agent of a principal (Seller or Buyer) owes certain duties to that principal. All Sales Associates should keep these duties in mind when transacting business with a Buyer or Seller. Unless a Sales Associate has entered into a written Exclusive Buyer/Tenant Representation Agreement with a Buyer, the Sales Associate is a Subagent of the Seller and owes a fiduciary duty of care to the Seller. In this situation, the Sales Associate is working with the Buyer as a customer and not as a client.

Disclosure to Unrepresented Parties. Under Maryland law, a Sales Associate who represents a buyer or seller is required to provide written disclosure to unrepresented parties. To the extent that Maryland law is inconsistent with any provision of the Code of Ethics of the National Association of REALTORS® with respect to agency disclosure, Maryland law will control and shall be complied with by all Sales Associates.

Initials: _____

Disclosure of the agency relationship to unrepresented parties shall occur not later than the first scheduled face-to-face contact with a seller, purchaser, landlord or tenant. This disclosure is required to be in writing and must be made on the form "Understanding Whom Real Estate Agents Represent" as published by the Maryland Real Estate Commission. No other form of agency disclosure may be used. The Sales Associate shall ensure that he or she utilizes the most current form of the agency disclosure form as published by the Maryland Real Estate Commission. The most current agency disclosure form as published by the Maryland Real Estate Commission is dated August 16, 2016 (November 1, 2016) and the date appears on the bottom of the second page of the agency disclosure form.

In addition to the written disclosure described immediately above, if the first contact between a seller's agent and a prospective buyer or tenant is not a face-to-face contact, the seller's agent shall disclose, through the medium in which the contact occurs, that the seller's agent represents the seller or landlord. Similarly, if the first contact between a buyer's agent and a prospective seller or landlord is not a face-to-face contact, the buyer's agent shall disclose, through the medium in which the contact occurs, that the buyer's agent represents the buyer or tenant.

The following, while not intending to be an exhaustive analysis of the agency disclosure requirements, is a basic statement of the licensee's duty with respect to such agency disclosure:

Sales Associate Acting as Listing Agent:

If the seller(s) have executed a written exclusive listing agreement for sale or for lease, there is no requirement that seller(s) be provided with or sign an agency disclosure form, since the seller(s) are now represented.

Sales Associate Acting as Buyer Agent:

If the buyer(s) have signed a written exclusive buyer agency agreement for the purchase or lease of property, there is no requirement that the buyer(s) be provided with or sign an agency disclosure form, since the buyer(s) are now represented.

Sales Associate Acting as a Listing Agent Working with an Unrepresented Buyer:

At the first contact (not face-to-face) with an unrepresented Buyer, the listing agent shall immediately advise the unrepresented Buyer, in the medium in which the contact occurred, that the listing agent is representing the Seller and acting as the listing agent on behalf of the Seller. At the time of the first scheduled face-to-face contact, the listing agent shall provide the unrepresented Buyer with a completed agency disclosure form and shall check the box marked "seller/landlord's agent."

Sales Associate Acting as Selling Agent for a Company Listed Property Working with an Unrepresented Buyer.

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When working with an unrepresented Buyer who is interested in considering for purchase or lease a property listed with the Company, the Sales Associate, at the first contact (not face-to-face) with the unrepresented Buyer, shall immediately advise the unrepresented Buyer, in the medium in which the contact occurred, that the Sales Associate is representing the Seller and acting as a Seller agent on behalf of the Seller. At the time of the first scheduled face-to-face contact, the Sales Associate shall provide the unrepresented Buyer with a completed agency disclosure form and shall check the box marked “seller/landlord’s agent.”

Sales Associate Acting as a Subagent Working with an Unrepresented Buyer.

When working with an unrepresented Buyer who is interested in considering for purchase or lease a property **not** listed with the Company, the Sales Associate, at the first contact (not face-to-face) with the unrepresented Buyer, shall immediately advise the unrepresented Buyer, in the medium in which the contact occurred, that the Sales Associate is representing the Seller and acting as a Subagent on behalf of the Seller. At the time of the first scheduled face-to-face contact, the Sales Associate shall provide the unrepresented Buyer with a completed agency disclosure form and shall check the box marked “subagent of the seller.”

Sales Associates Acting as a Buyer/Tenant Agent Working with an Unrepresented Seller.

At the time of first contact with an Unrepresented Seller (“FSBO”), the Buyer Agent shall immediately advise the FSBO, in the medium in which the contact occurs, that the Buyer Agent is representing the Buyer and acting as a Buyer agent on behalf of the Buyer. Not later than the first scheduled face-to-face contact with a FSBO, the Buyer Agent shall provide the FSBO with a completed agency disclosure form and shall check the box marked “buyer’s agent.”

In those instances, where the Sales Associate acting as a buyer’s agent has prepared a contract offer on behalf of the Buyer client and has not had a prior scheduled face-to-face contact with a FSBO, the Sales Associate shall complete the agency disclosure form as described immediately above and shall include the completed agency disclosure form along with the contract offer when presented to the FSBO.

The following additional guidelines shall be adhered to at all times by Sales Associates:

- A person completing the agency disclosure form or Consent for Dual Agency form shall date their signature on the line where indicated. Under no circumstances shall any such date be postdated or pre-dated or altered in any fashion.
- All unrepresented persons with whom the licensee deals are required to be asked to execute the agency disclosure form. For example, if the unrepresented seller or buyer are married or two or three unrelated individuals, both husband and wife and all individuals who either own or intend to buy the property, must be given the completed disclosure form and be requested to execute their acknowledgment of the receipt of the agency disclosure form.
- In those circumstances when one or more of the persons to whom the agency disclosure is being made is either unable or unwilling to acknowledge their receipt of the agency

Initials: _____

disclosure form by signing and dating their names thereto, the Sales Associate who made the disclosure shall complete and certify the last paragraph as it appears on Page 2 of the agency disclosure form by signing and dating their name and by printing or typing in the name of the person(s) to whom the disclosure was made.

- As soon as practicable after the agency disclosure form or Consent for Dual Agency forms have been signed by the individual, a copy of the agency disclosure form and/or Consent for Dual Agency form shall be delivered to all persons who signed such form.
- With respect to any transaction which leads to an ultimate contract of sale or lease, the original executed agency disclosure form, if any, and the Consent for Dual Agency form and Notification of Dual Agency within a Team, if applicable, shall be maintained in the Company's transaction file and must be submitted with all contracts or leases at the time of processing through the Company.

Open House. When holding an open house, the agent, whether the agent is the listing agent or is an agent from the Company who is holding the open house, is required to display in a conspicuous manner a notice to prospective buyers or tenant that the licensee present on the property represents the seller or landlord. Such notice shall comply with the requirements of the Maryland Real Estate Commission.

Finally, in a situation where the relationship between a Sales Associate and an individual changes, with that individual becoming a customer, rather than a client, the Sales Associate shall complete a separate agency disclosure form consistent with the relationship then existing between the customer and the Sales Associate as described above.

8. DISTRIBUTION AND DISSEMINATION OF INFORMATION

It is the responsibility of all Sales Associates to keep themselves informed of all new laws or changes in the laws or regulations as enacted by local, State and federal governmental and regulatory agencies which affect real estate transactions and the duties of Sales Associates in the conduct of providing real estate brokerage services to the public.

The broker or office manager shall, from time to time, disseminate to Sales Associates copies of memoranda, articles, notices or other written materials which relate to information regarding new or changed requirements in the real estate laws and regulations as enacted by local, State and federal governmental and regulatory agencies. Such information will be disseminated by a number and variety of means. These may include, but are not limited to, hard copies in the mailbox of each Sales Associate as well as transmission by e-mail, general postings or by inclusion as a specific topic at a sales meeting or training and education session. It is the responsibility of all Sales Associates to read and understand all such memoranda, articles, notices or written materials as distributed and disseminated by the broker or office manager regarding such changes in laws and regulations. If a Sales Associate has any questions regarding the contents of such memoranda, articles, notices or written materials, the Sales Associate shall promptly contact the broker or office manager for clarification.

Initials: _____

If requested by the broker or office manager, the Sales Associate shall acknowledge, in writing, their receipt of the memoranda, articles, notices or written materials regarding such changes in the laws and regulations affecting real estate transactions and the provision of real estate brokerage services.

Such changes in laws or regulations affecting real estate transactions and the provision of real estate brokerage services shall be discussed on an as-needed-basis at the Company's established sales meetings or training and education sessions. Such sales meetings or training and education sessions shall be held regularly and at least once every two (2) months. While neither the broker nor the office manager can compel you, as an independent contractor, to attend such regularly scheduled sales meeting or education or training sessions, it is the policy of the Company, as well as the requirement of the law, that Sales Associates keep themselves informed with respect to changes in the laws and regulations affecting real estate and real estate brokerage services. To that extent, the Company shall exercise reasonable efforts to provide such information to the Sales Associate. Although the broker may not compel you to attend such sales meetings, education or training sessions, it is the lawful obligation of the broker to ensure that changes in the laws and regulations are made available and discussed with Sales Associates to assist the Sales Associate in providing appropriate services for the protection of the public and those with whom the Sales Associate deals. As a consequence, a Sales Associate who demonstrates a failure to take advantage of the memoranda, articles, notices or written materials, sales meetings and/or education and training sessions regarding such changes in the law and regulations, could constitute grounds for the broker to terminate the Sales Associate's affiliation with the Company.

Additionally, on a case-by-case basis, if the broker or office manager determines that a Sales Associate lacks the basic knowledge or understanding of recent changes in the laws and regulations affecting real estate transactions and the provision of real estate brokerage services, the broker and/or office manager may require that the Sales Associate complete a course of instruction or self-study course of instruction to better educate the Sales Associate regarding such changes in the laws and regulations and to demonstrate evidence satisfactory to the broker or office manager that the Sales Associate has a thorough working knowledge and understanding of such changes in laws and regulations. A Sales Associate who fails to comply with any such request by the broker or office manager to attend a course of instruction or self-study course of instruction to educate himself/herself on such changes in the laws and regulations could constitute grounds for the broker to terminate the Sales Associate's affiliation with the Company.

9. COMPLIANCE WITH ALL APPLICABLE LAWS

All Sales Associates in all transactions and at all times are required to and shall fully comply with all applicable provisions of the Maryland Real Estate Brokers Act; the Code of Ethics, as adopted and amended from time to time by the Maryland Real Estate Commission; the Code of Ethics of the National Association of REALTORS®, as amended from time to time, and all applicable local, State and federal laws and regulations affecting real estate transactions and the legal and ethical duties of a real estate licensee in such transactions.

Initials: _____

In furtherance of this mandatory obligation by Sales Associates, any Sales Associate who is uncertain as to the legal and ethical obligations of the Sales Associate in any particular transaction is obligated to seek out the advice of the broker or office manager (or designee of the broker or office manager) to ascertain the proper procedures to be followed on a case-by-case basis with respect to each transaction.

The Company makes available to all Sales Associates, experienced and trained management personnel and numerous methods of contact with such management personnel at all times to answer any questions and to assist the Sales Associate in ensuring compliance with all such legal and ethical obligations of real estate licensees. The availability of experienced management personnel is intended to assist the Sales Associate. All Sales Associates are required to avail themselves of such service at any time that the Sales Associate is uncertain about any matter regarding the legal and ethical obligations of a real estate licensee.

10. VERIFICATION OF LICENSING STATUS OF HOME IMPROVEMENT CONTRACTORS

If a Sales Associate offers the name of a home improvement contractor to a client, the Sales Associate shall: (1) first annually verify that the home improvement contractor is currently licensed by the home improvement commission under Title 8 of the Business Regulation Article of the Annotated Code of Maryland to act as a home improvement contractor before offering the name to the client; and (2) inform the client of the web site on which the licensing information may be found, and the date on which the Sales Associate verified the information.

11. SALE, LEASE OR PURCHASE OF REAL PROPERTY PERSONALLY OWNED BY A LICENSEE

A Sales Associate may sell, lease or purchase real property on his or her own account. However, the Sales Associate shall advise the broker or office manager, in writing, of each such purchase, lease or sale prior to Sales Associate making or accepting an offer. Once an offer is made and accepted, the Sales Associate shall provide the broker or office manager with a copy of the written contract or lease. In any purchase, sale, or lease of real property by a Sales Associate, notice shall be given to the broker or office manager prior to the property being offered for sale or lease and shall identify and describe the property; identify all of the owners of the property; specify the terms on which the property is offered for purchase or sale; and state whether the property is being listed.

A Sales Associate may purchase, lease or sell, for their own account, personal real estate under the following conditions:

- (1) All documents intended to be used for the purchase, lease or sale of real property by a Sales Associate **must** be submitted to the broker or office manager for prior review and approval.

Initials: _____

- (2) Under **no** circumstances shall Sales Associate use any contract or lease form or document bearing the Company name or logo in any personal purchase, lease or sale of real property by Sales Associate which property is not currently listed for sale or lease by the Company.
- (3) Throughout the course of each such purchase, lease or sale, a Sales Associate shall apprise the broker or office manager in a timely fashion and in writing, of all developments relating to such purchase, lease or sale.
- (4) A Sales Associate shall comply fully and strictly with every law, ordinance, rule, regulation and ethical standard (including but not limited to every standard applicable to advertising) with respect to the transaction and Sales Associate's involvement in such transaction.

In every instance when purchasing, leasing or selling real property, a Sales Associate shall make written disclosure to the other parties to the transaction, in the contract of sale or lease, that the Sales Associate selling, leasing or buying real property is a licensed real estate salesperson or licensed real estate associate broker in the State of Maryland. Disclosure in the contract of sale or lease shall also be required when the Sales Associate represents: (i) a member of his or her immediate family; (ii) an entity in which the Sales Associate has an ownership interest; (iii) an employee of the Company; or (iv) an employee of a team or group of which the Sales Associate is a member. As used in this paragraph "immediate family" includes shall include the Sales Associate's spouse or domestic partner, child, stepchild, child's spouse, stepchild's spouse, parent, sibling, grandparent, or grandchild.

12. UNAUTHORIZED PRACTICE OF LAW

Sales Associates are not trained in the law and are not qualified to give legal advice to clients or non-clients regarding real estate transactions.

It is the established policy of the Company that a Sales Associate shall not, under any circumstance, advise either a seller, buyer, owner or tenant with respect to any question or inquiry regarding the legal rights and remedies of a party to an existing contract of sale or lease. Under no circumstance is a Sales Associate authorized to advise a party to an existing contract of sale or lease as to whether there has been a breach of the contract of sale or lease; as to whether any party to the contract of sale or lease has a right to cancel the contract or lease; or as to whether the party to the contract of sale or lease has a valid and enforceable agreement.

In all instances where such questions or inquiries are raised by a party to an existing contract of sale or lease, the Sales Associate shall promptly, clearly and affirmatively advise the party making such inquiry that the Sales Associate is not a lawyer and is not trained in the law to answer such questions. Instead, the Sales Associate shall firmly and affirmatively recommend the party making such inquiry to consult with competent legal counsel for a full review of the contract of sale or lease and to obtain advice from a lawyer with respect to the legal rights,

Initials: _____

obligations and remedies available to the party under such contract of sale or lease with respect to the dispute involved as well as the existence or non-existence of a valid and enforceable contract of sale or lease.

A Sales Associate affiliated with the Company is not authorized and shall not, under any circumstance, engage in any practice which may constitute the unauthorized practice of law.

From time to time, a Sales Associate may find himself or herself in a position of having to draft language by way of an amendment to the preprinted contract of sale or lease form or by way of an addendum to such agreement with respect to a particular issue unique to the transaction and upon which the parties have agreed. In cases where a Sales Associate has been requested or deems it necessary to draft language regarding a contract of sale or lease or addenda thereto, based upon an agreement or dispute existing between the parties to the contract of sale or lease, the Sales Associate, if unsure as to how to proceed, shall consult with the broker or office manager (or the designee of the broker or office manager) regarding such matter and shall receive direction and advice as to the proper procedure to follow.

RECEIPT

I acknowledge receipt of **ISELLHOUSES.COM, REALTORS Policy and Procedures Manual**. I understand that the Policy and Procedures Manual, which I have received and read, is not to be interpreted as a contract between me and ISELLHOUSES.COM, REALTORS, and that I may voluntarily leave or be terminated by ISELLHOUSES.COM, REALTORS at any time and for any reason and in doing so be subject to the terms and conditions expressed in that separate contract agreement duly signed, dated and accepted by me. I understand that any oral or written statements to the contrary are hereby expressly disavowed and should not be relied upon by me. I further understand that ISELLHOUSES.COM, REALTORS reserves the right to change, modify, or delete any of its rules and provisions of this Policy and Procedures Manual at any time.

Printed Name of Sales Associate

Signature

Date

Initials: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ </p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
-				-					
or									
Employer identification number									
-									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends or interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.