

(Insert Your Company Name)

Sample Office Policy Manual

2020 edition

(INSERT COMPANY LOGO)

**THIS POLICY MANUAL IS NOT A CONTRACT, EITHER EXPRESS OR IMPLIED.**

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## ACKNOWLEDGMENT AND AGREEMENT

The undersigned employee/independent contractor of this Company acknowledges receipt of a copy of the Company Office Policy Manual. As it pertains to this policy manual, the term “Broker” shall refer to [INSERT COMPANY NAME]’s Broker in Charge. The term “Associate” shall mean Employee/Independent Contractor.

As a condition of his/her association or employment with this Company the employee/independent contractor agrees to abide by all Articles of the REALTOR® Code of Ethics, and the terms of this Manual as presently adopted and as amended in the future by publication from management of any changes.

**This handbook, and the policies contained in it, does not create a contract of employment, express or implied, between the Company and its employees or its associated independent contractors. All employees of the Company are employees at will. All Independent Contractors are associated with the Company through a separate Independent Contractors agreement. Although we hope that your employment/association with the Company will be a long and enjoyable one, either you or the Company may terminate the employment/association at any time, with or without cause or notice.**

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Employee/Independent Contractor Date

**FAIR HOUSING DECLARATION**

As an agent of this Company, you agree to:

* Provide equal professional service without regard to the race, color, religion, sex, gender identity, sexual orientation, handicap, familial status, or national origin of any prospective client, customer, or of the residents of any community.
* Keep informed about fair housing law and practices, improving my clients' and customers' opportunities and my business.
* Use my social media outlets, promotions and advertising in a manner that indicates that everyone is welcome and no one is excluded; expanding my client's and customer's opportunities to see, buy, or lease property.
* Inform my clients and customers about their rights and responsibilities under the fair housing laws by providing brochures and other information.
* Document my efforts to provide professional service, which will assist me in becoming a more responsive and successful (REALTOR®) (real estate licensee).
* Refuse to tolerate non-compliance.
* Report violations of the REALTOR® Code of Ethics, fair housing laws, and license laws to my Broker.
* Learn about those who are different from me, and celebrate those differences.
* Take a positive approach to fair housing practices and aspire to follow the spirit as well as the letter of the law.
* Develop and implement fair housing practices for my Company to carry out the spirit of this declaration.
* Not use harassing speech, hate speech, epithets or slurs based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity.

**[Note: Consider asking your agents to take NAR’s fair housing immersive online simulation training—the training will put your agents in the shoes of a client experiencing discrimination as they try to buy a home.** [**https://fairhaven.realtor**](https://fairhaven.realtor/)**/]**

# RESOLUTION OF DISPUTES

**What Constitutes a Dispute?**

Disputes are disagreements between Associates in regards to:

* The equitable right to work with a certain prospect
* The right to a split of commission or fee when more than one Associate knowingly or unknowingly works with the same customer/client
* The percentage split of commission or fee earned when two Associates have worked with the same customer/client

**Intra-office Disputes Between Associates**

First and foremost, the Associates in conflict must try to come to an agreeable mutual settlement. In the event the Associates cannot agree to a satisfactory agreement, the Broker shall hear both sides of the argument in a meeting with the involved parties. If a legitimate dispute exists, the Broker will make a determination of action to follow.

In the event the Broker’s action is not satisfactory, three neutral Associates of the Company shall be appointed by the Broker to act as jury and render a final decision (based on the majority vote of the committee). All intra-office disputes must be reported promptly to the Broker. Personal disagreements not involving business related matters are not the responsibility of the Broker. However, in an effort to promote goodwill, the Broker can counsel the aggrieved parties.

**Disagreement Between Broker and Associate**

Disagreements or disputes between Associate and Broker pertaining to:

* A conflict arising out of, or in connection with, their business relationship and dealings
* The Company policy
* Transactions or real estate laws
* Any real estate business related practice unresolved between the Associate and Broker will be submitted to arbitration by an agreed upon chosen arbitrator. The arbitrator’s decision shall be final and the Broker and Associate must abide by the decision of the arbitrator.

## INDEPENDENT CONTRACTOR

**Definition**

An Independent Contractor relationship is established and defined by a separate Independent Contractor agreement and includes how listings and compensation will be handled in the event that the Associate leaves the Company. It must be signed by the Associate and is included upon affiliation with the Broker.

**Termination of Affiliation**

Should the Broker and the Associate terminate this relationship, the Associate will immediately turn in all Company property including all transactional files pertaining to listings, offers, or other contracts, any other office files, office policy books, office keys, lock box keys and lock boxes, signs, books, supplies and a copy of all prospect and referral lists generated while employed by the Broker. The Associate will contact the Broker for final out-processing. The Broker’s supervisory responsibility shall terminate upon his signing of the release form. Within ten (10) days after the date of release, the non-affiliated Associate shall complete the required administrative measures for change of affiliation, temporary retirement, or placement in “inactive” status accompanied by the proper fee to the South Carolina Real Estate Commission. ***Note: The licensee shall not engage in any real estate transactions nor shall he act under contract with another Company until completion and transmittal to the Commission of the change of affiliation form and fee is remitted.***

**Listing/Buyer Agency Agreements and Contracts**. The Broker reserves the right to reassign any listing, buyer client or other contract upon termination by or of an Associate. Compensation for real estate transactions closed by the Associate prior to termination of this relationship shall be payable on the basis of the commission schedule shown in the Independent Contractor Agreement.

### EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is the Company policy to provide equal employment opportunities without regard to race, color, religion, gender, age, national origin, marital status, sexual orientation, gender identity disability, mental, physical and/or sensory handicaps unrelated to job performance, or citizenship, as well as other classifications protected by applicable federal, state, or local laws. This policy applies to all areas of employment, job assignment, training, promotion, transfer, compensation, discipline and discharge. The Company abides by all federal and state laws regarding employment practices, including, but not limited to the Americans with Disabilities Act.

### POLICY AGAINST HARASSMENT

Any harassment of anyone for any reason including race, color, sex, religion, national origin, age, sexual orientation, gender identity, military status or handicap is clearly prohibited and will not be condoned. Harassment is one particular form of discrimination that is illegal and violates the Company's longstanding equal employment opportunity policy. This Company maintains a strong policy prohibiting any form of harassment. As used in policy manual, harassment means any verbal or physical conduct including threatening or obscene language, unwelcome sexual advances, stalking, actions including strikes, shoves, kicks, or other similar physical contacts, or threats to do the same, or any other conduct with the purpose or effect of unreasonably interfering with an individual’s work performance by creating a hostile, intimidating or offensive work environment.

Any Associate who has been found to have harassed another Associate will be subject to appropriate discipline including discharge from employment or other relationship with the Company at the Broker’s discretion.

This policy applies equally to any harassment by or to both men and women employed by or associated with the Company or who deal with the Company in our business, and it is not limited to supervisor/employee or manager/agent relations or to conduct occurring on premises or during working hours.

**SOCIAL MEDIA POLICY**

Social media is a powerful and effective communication and engagement tool and the Company encourages Associates to utilize social media to help raise awareness of the Company’s business in their communities with their consumers.

* Always be professional and ethical when engaging in social media and avoid making statements or posting photographs that could reasonably harm the business or reputation of the Company.
* Do not disclose any confidential information.
* Do not call for a boycott of a product, service, or Company.
* Only post or advertise or communicate real estate for sale in accordance with state laws and MLS rules and brokerage policy and NAR ethics.
* Must not use harassing speech, hate speech, epithets or slurs in accordance with Article 10 of the Code of Ethics.
* Respect third-party intellectual property, and always use the REALTOR® trademarks in accordance with NAR’s Membership Marks Manual. REALTOR® means member of the National Association of REALTORS® and must not be used generically as a synonym for the occupation of “real estate agent” or “broker”.
* If you are unsure whether a particular communication is appropriate, refrain from making the social media post or contact the Broker prior to publishing the post.
* Associates that do not adhere to these Guidelines or who otherwise act inappropriately when engaging in social media, may have their employment or association with the Company terminated.

## USE OF PERSONAL ASSISTANTS

1 **UNLICENSED PERSONAL ASSISTANTS**: The policy of this Company is that unlicensed personal assistants WILL NOT UNDER ANY CIRCUMSTANCES do the real estate business as defined in South Carolina law. The agent associating with the PA is strictly responsible for maintaining this policy. If an unlicensed PA does any acts that constitute the real estate business, the agent puts himself/herself in jeopardy of disassociation. The policy of this Company is that unlicensed personal assistants fall into the same category as unlicensed office personnel.

In accordance with South Carolina law, for all types of real estate transactions, including leases and sales, an unlicensed employee/assistant **MAY NOT**:

1. discuss, negotiate, or explain a contract, listing, buyer agency, lease, agreement, or other real estate document;

2. vary or deviate from the rental price or other terms and conditions previously established by the owner or licensee when supplying relevant information concerning the rental of property;

3. approve applications or leases or settle or arrange the terms and conditions of a lease;

4. indicate to the public that the unlicensed individual is in a position of authority which has the managerial responsibility of the rental property;

5. conduct or host an open house or manage an on-site sales office;

6. show real property for sale other than vacant units in multifamily housing;

7. answer questions regarding Company listings, title, financing, and closing issues, except for information that is otherwise publicly available;

8 be paid solely on the basis of real estate activity including, but not limited to, a percentage of commission or any amount based on the listing or sales compensation or commission;

9. negotiate or agree to compensation or commission including, but not limited to, commission splits, management fees, or referral fees on behalf of a licensee;

10. engage in an activity requiring a real estate license as otherwise required by South Carolina law;

11. prepare promotional materials or ads without the review and approval of licensee and supervising broker;

12. work as a licensee/secretary in one Company and do real estate related activities with that Company, while licensed with another Company.

An unlicensed employee/assistant **MAY**:

 1. Answer the phone and forward calls to a licensee

 2. Submit listings and changes to a multiple listing 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, sewer district, water district, etc.

 6. Have keys made for Company listings

 7. Write ads for approval of licensee and supervising broker and place advertising (promotional information, newspaper ads, etc.)

 8. Record and deposit earnest money, security deposits, and advance rents

 9. Type contract forms for approval by licensee and supervising broker

10. Monitor licenses and personnel files

11. Compute commission checks

12. Place signs on property

13. Order items of routine repair as directed by licensee

14. Prepare flyers and promotional information for approval by licensee and supervising broker

15. Act as a courier service to deliver documents, pick up keys, etc.

16. Place routine telephone calls on late rent payments

17. Schedule appointments for licensee to show listed property

18. Show rental units to prospective tenants

19. Furnish published information

20. Provide applications and lease forms

21. Receive applications and leases for submission to the owner or the licensee for approval

**CONFIDENTIALITY**

All records of this office, as well as conversations between Associates, Broker and Associates, and Associates and parties to the transaction, are considered confidential and shall not be disseminated. No files shall be removed from this office without the permission of the Broker and no other information obtained while working for this Company shall be used to the detriment of the Broker. All Associates shall also be obligated to honor the confidential information of any client or non-client party to any transaction, as designated in writing on a “Disclosure of Real Estate Brokerage Relationships” form or other document. All documents stating a party’s confidential information shall be kept by the Office Manager in a special locked file to guard against any unauthorized sharing of this information. Access to this information shall be limited to the Associate working with the party.

# LEGAL AND TAX ADVICE PROHIBITED

# No Associate shall give legal advice to a party, offer opinion, give advice regarding legal rights or obligations of a party. Parties must be advised to consult with their own attorneys. The Associate also may explain the preprinted provisions of the standard listing and offer to purchase and any other approved forms the parties may be asked to complete and/or sign. No Associate shall insert, delete or draft any language for any real estate form or contract unless approved by a South Carolina attorney.

No Associate shall give tax advice to a party, including advice pertaining to deductions, exemptions, and/or tax liabilities resulting from the purchase or sale of real estate. If a tax question, beyond the scope of real estate practice, and an explanation is asked for, the Associate should suggest that the party consult an attorney, tax accountant or other appropriate expert having expertise in the area addressed by the client’s or customer’s question.

## LEGAL ASSISTANCE FOR ASSOCIATES

**SCR Legal Hotline**

The South Carolina Association of REALTORS® provides a Legal Hotline to field questions. If you have a legal question, inform your Broker of the question. If your Broker cannot answer the question, they may use the Legal Hotline provided as a no charge member service by SCR. The Legal Hotline can be reached by dialing 1-803-772-5206, and pressing option #1.

**Arbitration**

In matters of arbitration, an attorney may be employed at the discretion of the Broker. The responsibility as to payment of fees for said attorney will be determined on a case-by-case basis between Broker and Associate.

**Code of Ethics & License Law Violations**

In matters of alleged violation of the Code of Ethics and/or License Law, an attorney may be employed at the discretion of the Broker. The responsibility for payment of such attorney fees will be determined on a case-by-case basis between the Broker and Associate.

**Inspection Services, Surveys, Etc.**

The Broker shall not be liable to the Associate for any expense incurred by the Associate unless approved in writing in advance. All inspections and related services, such as well/septic inspections, surveys, etc., are to be ordered in the name of, billed to, and paid by the seller or buyer; billings shall never be made to Broker.

## DOCUMENT CONTROL

**Document File**

The following documents, when applicable, must be placed and maintained in each Broker’s transaction file

1. Lease
2. Contract of Sale and any addenda
3. Listing Contract or Buyer Agency Agreement
4. Transaction Broker Agreement
5. Option Contract
6. Property Management Agreement
7. Residential Property Disclosure Form

The Associate is responsible for placing documents in the Broker’s file until the file is closed due to a closing, the expiration of the listing, or the expiration of the agency contract. Closed and expired files are maintained by the office administrator for at a minimum of five years according to South Carolina Real Estate Commission regulations.

For the protection of all parties, **all agreements shall be in writing** and shall be in clear and understandable language expressing the specific terms, conditions, obligations, and commitments of the parties. A copy of each agreement shall be furnished to each party upon their signing or initialing.

## SAFETY

It is critically important that an agent be aware of safety risks inherent in this industry. This Company has the following safety policies, guidelines and suggestions:

1. If the agent does not know a customer, try to arrange a meeting at the office.

2. NEVER meet a prospect at a vacant house ALONE. ALWAYS take another person with you. DO NOT meet the prospect after dark.

3. ALWAYS let the office or someone at your home know where you will be when showing property, especially to prospects you are first meeting.

4. When on the showing, DO NOT go to dark areas, basements, garages, or areas without multiple exits. Allow the prospect to view those areas on his/her own and stay in an area that allows for quick exit.

5. ALWAYS drive your own car. DO NOT let a prospect you do not know drive your car. Preferably, meet the prospect at the office, tell the office your destination and expected time of return and drive separate cars to the showing.

6. ALWAYS securely use technology including computers, phones, email and WiFi.

7. ALWAYS behave as if video/audio surveillance is occurring.

8. ALWAYS make customers/clients aware and manage wire fraud risk.

## CLIENT SERVICES

A. The sample agency policies listed below are only examples of possible agency policies. Each Company should decide which services to provide and adopt a policy consistent with its choice in consultation with its legal counsel.

EXAMPLES OF AGENCY POLICIES:

* Seller Agency
* Buyer Agency
* Dual Agency
* Designated Agency

**EXAMPLE #1 SINGLE AGENCY - Seller Representation Only**

This Company adopts this written policy identifying and describing the relationships in which the licensees of this Company may engage with sellers, landlords, buyers or tenants. As used in this policy, the word “Company” means this Company and its affiliated licensees.

The Company acts only as seller’s agents (and/or landlord’s agents) through written listing agreements with sellers (and/or management agreements with landlords) and represents only sellers (and/or landlords).

In acting as seller’s agents (and/or landlord’s agents), the Company acts as an agent as that term is defined by the Statutes of the State of South Carolina and per the duties and obligations of an agent of a seller (and/or landlord) as specified by the Statutes of the State of South Carolina. The Company’s written agency agreement (and/or management agreement) includes the licensee’s duties and responsibilities as an agent of the seller.

The Company does not act as buyer’s agents (or tenant’s agents) and will not represent buyers (and/or tenants) nor enter into written buyer agency agreements with buyers (and/or tenants).

The Company will work with buyers (and/or tenants) as customers as defined by law to sell its listings. The Company will also work with buyers (and/or tenants) to sell listings of other brokers as subagents of those brokers when offers of cooperation and compensation are offered to subagents, either through written offers of subagency or through unilateral offers of subagency made in any multiple listing services in which the Company participates. Licensees of the Company engaging in subagency must comply with applicable law and regulations regarding disclosure of subagency to the buyer (and/or tenant) when accepting a unilateral offer of subagency.

The Company will not act as a dual agent.

**EXAMPLE #2 SINGLE AGENCY - Buyer Representation Only**

This Company adopts this written policy identifying and describing the relationships in which the licensees of this Company may engage with sellers, landlords, buyers or tenants. As used in this policy, the word “Company” means this Company and its affiliated licensees.

The Company acts only as buyer’s agents (and/or tenant’s agents) through written buyer (and/or tenant) agency agreements with buyers (and/or tenants) and represents only buyers.

In acting as buyer’s agents (and/or tenant’s agents), the Company acts as an agent as that term is defined by the Statutes of the State of South Carolina and per the duties and obligations of an agent of a buyer (and/or tenant) as specified by the Statutes of the State of South Carolina. The Company’s written agency agreement includes the licensee’s duties and responsibilities as an agent of the buyer (and/or tenant).

The Company does not act as seller’s agents (and/or landlord’s agents) and will not represent sellers (and/or landlords) nor enter into written agreements for brokerage services with sellers (and/or landlords). The Company does not accept listings of property.

The Company will work with sellers (and/or landlords) as customers in circumstances where a seller’s (and/or landlord’s) property is not listed and the Company’s buyer client desires to purchase the seller's/landlord’s property. In such circumstances, the Company will obtain the appropriate written authorizations to show the residential property of the seller (and/or landlord).

The Company will not act as a dual agent.

The Company will accept compensation from listing brokers and/or sellers with appropriate disclosures to its clients.

**EXAMPLE #3 SINGLE AGENCY - Seller or Buyer Agency - No Dual Agency or Designated Agency**

This Company adopts this written policy identifying and describing the relationships in which the licensees of this Company may engage with sellers, landlords, buyers or tenants. As used in this policy, the word “Company” means this Company and its affiliated licensees.

The Company acts as seller’s agents (and/or landlord’s agents) or as buyer’s agents (and/or tenant’s agents) through written listing agreements or written buyer (and/or tenant) agency agreements or other written management agreements for brokerage services with landlords.

In acting as seller’s agents (and/or landlord’s agents) or as buyer’s agents (and/or tenant’s agents), the Company acts as an agent as that term is defined by the Statutes of the State of South Carolina and per the duties and obligations of an agent of a seller (and/or landlord) or buyer (and/or tenant) as specified by the Statutes of the State of South Carolina. The Company’s written agency agreements include the licensee’s duties and responsibilities as an agent of the seller (and/or landlord) or as an agent of the buyer (and/or tenant).

The Company will not act as a dual agent in any transaction. If a represented buyer desires to purchase a Company listing (in-house sale), the Company will refer that buyer to another Company so that no dual agency is created. The Company will accept a referral fee from the other Company, if negotiated, and if disclosed to both the buyer and the seller in the transaction. In addition, the buyer and the seller will be informed that confidential information of the referred buyer will not be disclosed to the seller.

The Company will also work with customers (unrepresented buyers and/or tenants) to sell its listings or will work with those buyers (and/or tenants) to sell listings of other brokers as subagents of those brokers when offers of cooperation and compensation are offered to subagents, either through written offers of subagency or through unilateral offers of subagency made in any multiple listing services in which the Company participates. Licensees of the Company engaging in subagency must comply with applicable law and regulations regarding disclosure of subagency to the buyer (and/or tenant) when accepting a unilateral offer of subagency.

**EXAMPLE #4 SELLER & BUYER AGENCY – including Disclosed Dual Agency**

This Company adopts this written policy identifying and describing the relationships in which the licensees of this Company may engage with sellers, landlords, buyers or tenants. As used in this policy, the word “Company” means this Company and its affiliated licensees.

The Company acts as seller's agents (and/or landlord's agents) or as buyer's agents (and/or tenant's agents) through written listing agreements or written buyer (and/or tenant) agency agreements or other written management agreements for brokerage services landlords.

In acting as seller's agents (and/or landlord's agents) or as buyer's agents (and/or tenant's agents), the Company acts as an agent as that term is defined by the Statutes of the State of South Carolina and per the duties and obligations of an agent of a seller (and/or landlord) or buyer (and/or tenant) as specified by the Statutes of the State of South Carolina. The Company's written agency agreements include the licensee's duties and responsibilities as an agent of the seller (and/or landlord) or of the buyer (and/or tenant).

If a represented buyer desires to purchase a Company listing (in-house sale), the Company will act as a disclosed dual agent in the transaction with the consent of all parties to the transaction. Written consent of all parties to the transaction is required before the Company will act as a disclosed dual agent. The Company's listing agreements and buyer agency agreements contain permissions for the Company to act as a disclosed dual agent

If acting as a disclosed dual agent, the Company will be a disclosed dual agent for both the seller and buyer or the landlord and tenant as defined in the Statutes of the State of South Carolina.

The Company will also work with customers (unrepresented buyers) (and/or tenants) to sell its listings or will work with those buyers (and/or tenants) to sell listings of other brokers as subagents of those brokers when offers of cooperation and compensation are offered to subagents, either through written offers of subagency or through unilateral offers of subagency made in any multiple listing services in which the Company participates. Licensees of the Company engaging in subagency must comply with applicable law and regulations regarding disclosure of subagency to the buyer (and/or tenant) when accepting a unilateral offer of subagency.

**EXAMPLE #5 SELLER & BUYER AGENCY – including Designated Agency and limited Dual Agency**

This Company adopts this written policy identifying and describing the relationships in which the licensees of this Company may engage with sellers, landlords, buyers or tenants. As used in this policy, the word “Company” means this Company and its affiliated licensees.

The Company acts as seller's agents (and/or landlord's agents) or as buyer's agents (and/or tenant's agents) through written listing agreements or written buyer (and/or tenant) agency agreements or other written management agreements for brokerage services to landlords.

In acting as seller's agents (and/or landlord's agents) or as buyer's agents (and/or tenant's agents), the Company acts as an agent as that term is defined by the Statutes of the State of South Carolina and per the duties and obligations of an agent of a seller (and/or landlord) or buyer (and/or tenant) as specified by the Statutes of the State of South Carolina. The Company's written agency agreements include the licensee's duties and responsibilities as an agent of the seller (and/or landlord) or of the buyer (and/or tenant).

If a represented buyer desires to purchase a Company listing (in-house sale), the Company will designate a single agent within the Company to represent the buyer and another agent to represent the seller as designated agents in the transaction with the consent of all parties to the transaction. Written consent of all parties to the transaction is required before the agents of the Company will act as designated agents. The Company's listing agreements and buyer agency agreements contain general permissions for the agents of the Company to act as designated agents. At the time a Company buyer shows interest in a Company listing, a specific Designated Agency agreement, as required by the South Carolina Real Estate commission, will be presented and signed by buyer before the offer is submitted by the buyer and by the seller before seller signs the sales agreement.

If the agents of the Company act as designated agents, the Broker will be a dual agent for both the seller and buyer as defined in the Statutes of the State of South Carolina.

The Company will also work with customers (unrepresented buyers) (and/or tenants) to sell its listings or will work with those buyers (and/or tenants) to sell listings of other brokers as subagents of those brokers when offers of cooperation and compensation are offered to subagents, either through written offers of subagency or through unilateral offers of subagency made in any multiple listing services in which the Company participates. Licensees of the Company engaging in subagency must comply with applicable law and regulations regarding disclosure of subagency to the buyer (and/or tenant) when accepting a unilateral offer of subagency.

## B. CUSTOMER SERVICES

1. Transaction Brokerage

At the time of first substantive contact, it is presumed that a potential buyer or seller is to be a customer of the real estate brokerage firm and that the real estate brokerage firm will be acting as a transaction broker and that the real estate brokerage firm shall offer services to a customer only until the potential buyer or seller signs an agency representation agreement.

A transaction broker is a licensee who represents one party to a real estate transaction may provide assistance to other parties to the transaction by performing ministerial acts such as writing and conveying offers, and providing information and aid concerning other professional services not related to the real estate brokerage services being performed for a client. Performing ministerial acts does not create an agency relationship.

A transaction broker may be a single agent of a party in a transaction, giving the other party customer service or the transaction broker may facilitate the transaction without representing either party.

Agents operating as transaction brokers should have the customer sign a transaction broker agreement/ compensation agreement.

A licensee **may** offer the following services to a customer as a single agent or as a transaction broker including, but not limited to:

 (a) identifying and showing property for sale, lease, or exchange;

 (b) providing real estate statistics and information on property;

 (c) providing preprinted real estate forms, contracts, leases, and related exhibits and addenda;

 (d) acting as a scribe in the preparation of real estate forms, contracts, leases, and related exhibits and addenda;

 (e) providing a list of architects, engineers, surveyors, inspectors, lenders, insurance agents, attorneys, and other professionals; and

 (f) identifying schools, shopping facilities, places of worship, and other similar facilities on behalf of the parties in a real estate transaction.

Licensees operating as transaction brokers are required to disclose to buyers and sellers their role and duties in offering customer services to the consumer that **shall** include the following:

 (a) honesty and fair dealing;

 (b) accounting for all funds;

 (c) using skill, care and diligence in the transaction;

 (d) disclosing material adverse facts that affect the transaction, or the value or condition of the real property and that are not readily ascertainable;

 (e) promptly presenting all written offers and counteroffers;

 (f) limited confidentiality, unless waived in writing by a party. This limited confidentiality prohibits disclosing:

 (i) information concerning a buyer’s motivation to buy or the buyer’s willingness to make a higher offer than the price submitted in a written offer;

 (ii) factors motivating a seller to sell or the seller’s willingness to accept an offer less than the list price;

 (iii) that a seller or buyer will agree to financing terms other than those offered; and

 (iv) information requested by a party to remain confidential, except information required by law to be disclosed;

 (g) additional duties that are entered into by separate agreement.

## SOUTH CAROLINA DISCLOSURE OF REAL ESTATE BROKERAGE RELATIONSHIPS POLICY

Complementing the agency policy chosen by the Company are the South Carolina Real Estate Commission Rules and Regulations on Agency Disclosure.

South Carolina law requires use of the South Carolina Disclosure of Real Estate Brokerage Relationships Form as prescribed by the South Carolina Real Estate Commission. The Form must be given to the person at the first practical opportunity to all buyers and sellers with whom the licensee has substantive contact as defined by law.

## MANDATORY BUYER AGENCY EVENTS

It is the policy of this Company that any agent working in the following circumstances MUST act as a buyer's agent and may not act as a subagent of the seller.

1. The agent is buying property for her or himself. In this case, the agent must reveal his status as a licensee in the personal transaction (includes the purchase, sale, exchange, rental, lease, or auction of real estate.) The agent meets this requirement by disclosing in UNDERLINED CAPITAL LETTERS on the first page of the contract his status as a real estate licensee. Monies received in a personal rental transaction must be deposited in the licensee’s personal trust account and must not be deposited in the broker’s trust account, unless the real property is managed by the broker’s Company

2. The agent is working with the agent's immediate family, that is, mother, father, brother, sister, children, any of their spouses or any business owned fully or partially by any of these persons.

## COOPERATION AND COMPENSATION POLICY

**[insert personal compensation/cooperation policy or have a separate compensation/cooperation policy document]**

**[license law requires that your Company policy state which types of agency (i.e. buyer,seller,dual,designated,sub,and transaction broker) that you cooperate with]**

***NOTE***: In addition to a written agency policy, a Company should establish a policy regarding cooperation and compensation of cooperating agents, whether subagents or buyer's agents. If the Company belongs to an MLS, any listing placed on the MLS MUST provide for cooperation and compensation to subagents, buyer's agents or both. A decision to cooperate and compensate only subagents or only buyer's agents should be based on advancing the client's best interests in conjunction with the broker's concerns. If a substantial number of showings in a market are by buyer's agents, it is probably not in the best interests of the seller-client to refuse to cooperate with buyer's agents. Likewise, if a substantial number of showings in a market are by subagents, it is probably not in the best interests of the seller-client to stop cooperating with subagents. Before selecting a cooperation and compensation policy, these concerns should be considered.

Comply with brokerage office exclusive policy and MLS clear cooperation policy.

## RESPA POLICY

Associates are required to comply with RESPA law requirements at all times. The area of referral fees is specifically addressed in this policy manual in order to explain the sometimes confusing requirements of the federal law and to emphasize the importance of compliance. Additional information on RESPA law can be obtained from SCR’s Legal Hotline.

## ANTITRUST POLICY

This Company maintains a strong policy against any antitrust involvement by the Company, its agents or employees. Any potential antitrust issues should be brought to the Broker’s attention immediately. Few obligations can be taken more seriously than this area. This Company requires each person associated with the Company to participate in antitrust education and acknowledge his/her understanding of these principles. Two areas are the primary antitrust focus.

1. **PRICE FIXING**:

Accordingly, this Company and its agents and staff are prohibited from discussing with any competitor, including an individual agent, any aspect of the fees the Company charges or how total fees are split. This Company determines its charges based on the Company's own independent internal analysis of its expenses, its revenue, its desired profit level and its choice of the type and level of service it desires to provide.

In any discussion with a member of the public about our charges (such as a listing appointment), the only acceptable answer about why the Company charges what it does is the foregoing explanation. Do not be drawn into a discussion about Company fees as "the standard rate," "the Board rate," "the typical rate" or the like. If questions arise about other Company's fees, suggest that the potential client call several competitors and ask about their rates.

2. **BOYCOTTING COMPETITION**: It is also a violation of federal law to make any agreement, express or implied, with a competitor to boycott or otherwise not deal with a third competitor. This Company prohibits any agent or staff member from making any agreement or suggestion with a competitor, including an individual agent, that he/she or the Company will not deal with a third broker or agent, whether it be a listing Company, buyer's brokerage, discount broker or any other broker or agent whatever.

**TEAMS**

**NOTE: A Broker in Charge in their office policy must state whether or not they allow teams and shall address team relationships in which associated licensees may engage.**

A “Team” is defined in South Carolina License Law as two or more associated licensees working together as a single unit within an office established with the commission and supervised by a broker-in-charge.

1. **Formation:** If an agent is considering starting a team they must first meet with the broker-in-charge who review the team policy and approve the team name to ensure it is compliance with license law**.**
2. **Supervision:** The brokerincharge is responsible for supervising the team and all licensed members of the team. The brokerincharge may not delegate supervisory responsibilities to the team members or team leader.
3. **Office Space:** All team members must be licensed and work out of the same commission-established office and share the same broker-in-charge
4. **Team Name:** Team names must reflect the professional image of the agents involved and the brokerage.Team names may not include the terms ‘realty’, ‘real estate’, ‘realtors’, or similar terms suggesting a brokerage.
5. **Marketing/Advertising:** Team advertising must contain the team name and the full name of the real estate brokerage firm displayed in a conspicuous way. No team may imply that the team is a separate entity from the brokerage firm of its employment. The team, and any and all team members, must display and promote that they are directly connected to the brokerage firm under which the team works. The brokerage firm name under which the team works is to be displayed prominently and visibly in a meaningful and conspicuous way on all methods of advertising.
6. **Acceptable Agency Relationships:** A team may engage in buyer and seller agency as well as transaction brokerage. However, if the team has both the buyer and seller client in a transactionThe team may act as disclosed dual agents only and with the prior informed and written consent of all parties and as addressed in this written office policy.

**LIMITED FUNCTION REFERRAL OFFICES**

**NOTE: LICENSE LAW REQUIRES AN OFFICE POLICY TO STATE WHETHER OR NOT LIMITED FUNCTION REFERRAL OFFICES ARE ALLOWED. IF ALLOWED A SEPARATE POLICY WILL NEED TO DRAFTED TO EXPLAIN OFFICE PROCEDURES**

Limited function referral office means a brokerage where the office policy allows only the placement of referrals through the brokerincharge.

**DO NOT CALL LISTS**

In order to comply with federal law and respect the wishes of the public all licensees must comply with the following policy when placing calls

**A. Allowable Calls**

Only the following types of “solicitation” calls may be made without consulting the federal and brokerage do not call lists and obtaining clearance from the broker or designated office manager:

1. FSBOs with advertised phone numbers, unless the advertisement expressly states “no agents.” This applies only when calling a FSBO on behalf of a buyer client for property information or showing appointments.

2. Sellers who have had a listing agreements with this Company within the prior eighteen (18) months;

3. Potential clients who have made an inquiry within the last three (3) months;

4. Someone who has registered at one of this Company’s open houses using this Company’s approved registration form

5. Referrals if the referring Company indicates that the recipient has given permission for you to call him or her and requested information about real estate in our area.

**B. Calls requiring Clearance**

If the nature of the intended call is not listed in Section A agents must obtain permission of the Broker or designated Do Not call List gatekeeper prior to placing a call. The Brokerage will also maintain an internal Do Not List that must also be referenced. No cold calls may be made to any phone number without first checking BOTH “do-not-call” lists.

**C. Office Procedures**

1. The Do Not Call Lists will be updated weekly so agents must always use the most updated lists when calling

2. No call should ever be made to someone who has asked you not to call. The name and phone number of that individual must be given to Broker or Gatekeeper within twenty-four (24) hours of the request being made so that the number may be added to the Company specific “do-not-call” list.

3. Never use a pre-recorded message or an autodialer.

4. Never call anyone before 8 a.m. or after 9 p.m. Check other states laws before calling out of state.

5. Provide your name, Company name and purpose of the call at the beginning of every call. If asked, provide the following address and phone number of the Company: [insert contact information].

6. Do not provide copies of the do not call lists to anyone outside the Company.

7. Politely terminate any call immediately upon being asked to do so. Do not hang up on the caller. Forward the name and phone number of any person who asks you not to call again, in writing within twenty-four (24) hours to Broker or Gatekeeper so this can be added to the Company “do-not-call” list.