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Sweet Group Realty reserves the right to make updates to its policies. When/if updates are made, they will be communicated through email and/or the weekly company meeting. Agent shall have seven days from notice to review changes and seek clarification. At the completion of the seven days, the changes will be deemed accepted.

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**SWEETGROUP**  
— R E A L T Y —

## **CORE VALUES**

Sweet Group Realty is an Idaho community designed and powered by our agents and partners, transforming the real estate experience. At the heart of Sweet Group Realty lies our core values. Created together with agents and staff, our nine core values are beliefs that support our vision and shape our culture — both professionally and personally. We use these core values every day to stay aligned.

## **POLICY**

It is the policy of the Company to participate in a real estate activity only when it is legal, honest, fair and beneficial to us and others. In pursuit of compensation for ourselves, we will never ignore the benefit of our community. Therefore, we will conduct our business in a manner to follow all the laws and rules of our profession. We pledge to exercise the highest standard of ethics, honesty, fairness and professionalism in all our real estate activities.

## **PROCEDURES**

As an independent contractor and agent with the Company, agents are expected to adhere to and abide by the Policies and Procedures set forth herein. Failure to adhere to the Policies and Procedures could result in legal and regulatory liability for the agent and Company. Therefore, agent agrees that if they depart from the Policies and Procedures, they will defend, indemnify and hold the Company, and its principals and affiliates harmless against any and all claims, complaints or actions that may arise from such a departure. In addition, failure to comply with this Policy is grounds for the immediate release of agent's license and removal from the Company.

This manual provides detailed guidelines for the Company's policies and procedures; however, there may be some circumstances or issues that are not addressed. In those instances, decisions and actions taken will reflect our core values.

This Policies and Procedures Manual is incorporated into and is made a part of each of the Independent Contractor Agreement that agent entered into as part of the process of associating with the Company. As well, agent's right to be compensated for their work, activities on behalf of the Company may be adversely affected by any failure on agent's part to carry out, adhere to and otherwise support and fulfill the provisions of those agreements or these Policies and Procedures.



## STATE ADDENDA

It is each agent's obligation to be fully familiar with and fully comply with state and local law pertaining to the providing of real estate brokerage services, the Company offers additional state addenda where necessary, to address many, but not all, state and local requirements. The state addendum, if applicable, will be a critical part of this Manual and, to the extent, it is inconsistent with this Manual, it supersedes it.

## CODE OF CONDUCT

All agents shall conduct their business in alignment with the Company's core values, the National Association of Realtors® Code of Ethics, and in accordance with applicable federal and state laws. Agents should conduct themselves in an appropriate business-like manner in all activities and relations with fellow agents, clients, potential customers and company staff.

Any agent whose conduct, actions or performance violates or conflicts with the Company's policies herein or the Company's core values may be released from the Company immediately and without warning.

It is the commitment of the Company to ensure the brokerage is free from negative, aggressive, and inappropriate behaviors, and that the environment is aimed at providing an atmosphere upholding our core values. All agents and employees of the Company have the right to be treated with dignity and respect. All complaints of negative and inappropriate behaviors will be taken seriously and followed through to resolution. Agents or employees of the Company who file complaints will not be victimized for "whistle-blowing" or reporting others for their inappropriate behavior.

Agents, as members of the National Association of Realtors®, are required to maintain their required ethics training. Failure to complete the course will result in suspension or termination of membership and removal from the Company. Agents are expected to become familiar with and adhere to the National Association of Realtors® Pathways to Professionalism found on their website. Also, agents shall not disparage the conduct, reputation or character of another agent or the Company, whether that agent is with this company or another office. Agents are subject to immediate termination for violation of the Code of Conduct.



# DUTIES AS AN AGENT

## Fiduciary

The agent and all licensed assistants shall abide by their fiduciary responsibilities when acting as an agent for a client. The agent owes the client the fiduciary duties of obedience, loyalty, disclosure, confidentiality, accounting, reasonable skill and care. Agents shall also deal fairly with all parties to a transaction. The agency relationship with any party with whom the agent is working must be established in writing on a form acceptable to the broker(s) before an offer on a property is written. The failure to establish and disclose the type of relationship one has by the time of contract is unacceptable. The contract is to serve only as a confirmation of an election made by the buyer/lessee or seller/lessor in separate written agreement before the contract is written.

## Cooperation and Compensation

As a matter of policy, the Company does not offer cooperation or compensation to sub-agents. An agent exclusively representing a buyer shall not, under any circumstances, contact a seller directly without first obtaining the express consent by the listing broker and state broker(s). The exception to this policy being for sale by owner properties. All agents shall offer compensation to cooperating real estate professionals in their MLS who work with potential buyers of the Company's listed properties and such compensation shall be offered equally and without discrimination.

## License Renewal and State Department of Licensing Rules

Agent agrees to maintain an active real estate license with the State Department of Licensing. It is the agent's sole responsibility to fulfill all continuing education requirements and file their renewal promptly and be aware of their licensing status with the State Department of Licensing. The Company may, at its sole option, sever the agent's license with the Company if the agent's license is not renewed on time. Failure to renew can have severe financial impacts on the agent. Commissions are subject to forfeiture for any unlicensed real estate activities after expiration/revocation of agent's license. Agents agree to adhere to all state and federal licensing rules and regulations. It shall be the agent's responsibility to be knowledgeable about the rules set forth by their State Department of Licensing. Should a complaint be filed against an agent, agent agrees to immediately notify the Company via their state broker, respond promptly to the complaint, and cooperate fully with the State Department of Licensing.



## **Representation**

Agents are not authorized to bind or obligate the Company to any agreement, promise or representation other than a witness to normal business practice in real estate such as listings, purchase contracts, amendments, addendums, or any other form pertaining to a transaction which is processed and subject to the approval of the Company.

## **Forms**

Agent must use the forms which are customary to the MLS or REALTOR® Board of which the agent is a member. These forms are normally provided via some sort of MLS or Board intranet. Documents created for a special situation must be reviewed and approved by their state broker(s) prior to execution. Many Company forms will be found within the transaction management system currently used.

## **Transaction Files**

### **Executed Real Estate Agreements**

The state broker(s) has a supervisory responsibility by law and must comply with the State Licensing Department's rules. All purchase and sale agreements, listings, referrals, and any other transactional documents must be uploaded into the transaction management system within two business days of execution. Please refer to the transaction checklists provided in each state.

Transaction files should include all documents related to the transaction and any and all correspondence, notes, email communications, text messages, etc. Agents are encouraged to make copies of their files. The Company reserves the right to maintain digital files in storage for the statutory period as required by the State licensing departments. Unauthorized removal of any file from the transaction management system may lead to termination.

Agents are expected to transact ALL real estate business through the Company. Transactions that are processed outside of the Company shall be grounds for immediate termination.

### **Earnest Money**

Earnest money shall be handled as described in state-specific policies and procedures addendum. The agent will be subject to immediate termination if it has been determined that there has been any improper handling of earnest money.

All files must contain an accounting for disbursement of funds including earnest money and final



settlement statements.

Once a customer or client has signed a document, they are entitled to and shall, therefore, receive a copy of the document upon its execution. You are encouraged to send follow-up copies to them even if agent has already physically delivered the document to them.

## **Late Paperwork Submissions**

Completing and uploading documents file(s) outside company timelines is a violation of company policy and subject to an escalating fine and removal from the Company at the discretion of the state broker(s) as outlined below. A fine of \$150 shall be assessed for documents uploaded later than 10 calendar days after execution. Any files with documents uploaded after 30 days of escrow closing are subject to a fee totaling 25% of the gross commission. Any files with documents uploaded after 60 days of escrow closing are subject to a fee totaling 50% of the gross commission. Any files with documents uploaded after 90 days of escrow closing shall have the entire gross commission forfeited. Any files that did not close and reached termination through expiration, cancellation, withdrawal or anything of the type that are not closed out in SkySlope with all state broker required documentation will result in commissions being held on any new closings until the old files are cleared up. Late fees as outlined above still apply. Any investigation and discovery made by the state broker(s) for compliance with laws because of agent negligence will be reason for an additional charge by Company at Company's sole discretion. Files uploaded at any time other than outlined above is not acceptable and will result in either a delay of commission processing or a fine, or both.

## **Agent-owned Properties**

Agent shall execute the Owner/Agent Disclosure of Personal Interest form with each agent-owned property. Agents shall never act as a principal in a transaction without the full written consent of all parties. A single agent may not represent both sides of a sales transaction if the agent or a family member of the agent is a principal or party to the transaction. Agents shall not enter into a contract to sell or flip a property until the agent holds title to the subject property after a conventional closing thereon. Agent agrees that agent shall never act as a "middleman" in a real estate transaction. The property must receive a professional home inspection that is delivered to the buyer. The agent must provide the buyer with a standard home warranty, from a company of buyer's choice, at the expense of the agent. All seller disclosures must be made regarding any property defects or material information. The parties must use standard forms and sales contracts. Any work completed on the property that requires a permit shall be done by a licensed bonded and insured contractor. Agents shall not complete any major repairs on a property they own and sell.





## **Commercial Property**

Prior to listing commercial and income properties, agent must have approval from their state broker(s). Agents may not act outside their area of expertise.

Agent is aware that the Company Errors & Omissions policy limits are not sufficient to conduct many commercial activities.

For any commercial and income properties with a listing price above our current Errors & Omissions insurance limits, agent is required to obtain individual Errors & Omissions coverage in an amount equal to or greater than the transaction amount as primary coverage for the file with the Company named as additional insured and supply such to their state broker(s). The Company Errors and Omissions shall serve as an excess policy only on such transactions. Failure to obtain appropriate coverage may be grounds for immediate release from the Company, and the agent shall bear the full financial responsibility for the defense of the Company.

## **Unauthorized Activities**

No business will be conducted in the Company name that does not pertain directly to the duties of an agent as directed by federal, state and local laws/regulations as well as Company Policies, referenced herein.

Agents shall not open any brick and mortar offices in Company's name or bind Company to any agreements without the written consent of Sweet Group Realty Brokerage Operations.

Agents shall not conduct property management services through Company. Property management includes, but is not limited to, collecting rents, performing inspections, setting up repairs and maintenance, posting notices, and running a background check. Agents shall not make or assist with tenant selection for the landlord.

Agents shall not sell or list to sell business opportunities.

Agents shall not conduct a final walk-through inspection on behalf of their client.

Agents shall not perform work or do repairs on properties where agent is representing a buyer or seller.

A single agent shall not represent both sides of a sales transaction if the agent or a family member of the agent is a principal or party to the transaction. Agent is aware that failure to follow this policy can result in loss of errors and omissions coverage and agent shall be responsible for all defense costs.



Agents shall not represent both sides of a transaction without full written consent from all parties executed prior to contract. Agent is aware that failure to follow this policy can result in loss of errors and omissions coverage and agent shall be responsible for all defense costs.

Agents shall not engage in the act of wholesaling properties in which they, or a family member, has a financial interest. In this instance, real estate wholesaling occurs when the agent contracts with a home seller to purchase their property, markets the home to potential buyers and then sells and assigns the contract to another buyer.

The agent makes a profit, which is the difference between the contracted price with the seller and the amount paid by the buyer.

Agents shall not act outside of their area of expertise, either in knowledge base or geographic area. At the option of the state broker(s), another agent may be assigned to work with agent or to personally assist the agent in such a transaction. If compensation to the agent is affected, the state broker(s) shall negotiate a reasonable compensation agreement on that transaction.

Agent shall not open any offices, contract for any services, or bind Company in any way without written consent of the Company.

Agents shall not render legal, appraisal or tax advice to any person on behalf of the agent, the state broker(s) or the Company. Under no circumstances is an agent to deny, or in any way discourage, client from seeking the advice of an attorney of client's choice. Rather, such activity should be encouraged.

Agents shall never agree to act as an "attorney in fact" under a power of attorney on behalf of a client or customer of the Company.

If the agent conducts real estate brokering and/or mortgage origination activities pursuant to a license from any state agency, agent may not conduct mortgage representation activities for any real estate transactions in which they are directly involved as an agent, principal or in any other way. If the agent conducts real estate appraisal activities pursuant to a license from any state agency, agent may not conduct real estate appraisal activities for any real estate transactions in



which they are directly involved.

Agents shall not enroll or participate in auction websites without state broker(s) and Company approval.

## **ACCOUNTING AND COMMISSIONS**

### **1099**

Agents will receive Form 1099 on or before January 31 of the year following their earnings in compliance with requirements published by the Internal Revenue Service. Total earnings reported to agents will include agent commissions earned. All information reported to the Internal Revenue Service is reported on a cash basis. Thus all commissions reported are based on the year in which the agent was paid. For example, if a home closed for a client on December 30, but Sweet Group Realty did not receive final paperwork until January 2, and the agent was paid on January 3, that transaction will be included on the next year's Form 1099. Please consult a tax advisor for proper reporting of taxable income and deductions.

### **Commissions and Other Fees From Clients**

The agent's commission shall be made payable to the name or entity on file with the State Department of Licensing and the current W-9 on file with the Company. The name on file with the Department and the name on the W-9 must match in order for payment to be rendered by Company to agent. If the agent elects to be paid as a PC or PLLC, LLC or Corporation/Company name, as allowed by state and federal law, agent must amend his/her W-9 to reflect the proper name and tax identification number of the entity and advise Company of the same. Agent shall not be paid in the name of a PC or PLLC, LLC or Corporation/Company name without complying with all State Department of Licensing rules and regulations as well as federal and state law.

All commissions must be payable to the Company including but not limited to retainers, rental commissions, administrative fees, document storage fees, broker price opinions, and any additional fees charged to the consumer by the agent. At no time, shall the agent accept client checks made payable to themselves directly. All commissions and fees are subject to the Company commission splits.

Any agreement to share commissions between agents within Company shall be done so in writing. All agreements shall be uploaded and stored in the transaction management platform. In the absence of a written agreement between agents, the Company shall pay the entire agent share of the commission to the agent(s) whose name(s) appear on the transactional document



between the principals (to be divided equally between those agents if more than one and not otherwise specified.) The Company will make the final determination regarding commission disputes between agents licensed with Company.

Any sales incentive, gift, and/or bonus received shall be paid to Sweet Group Realty. Sweet Group Realty treats bonuses, gifts and incentives as any other commissions and will pay the agent based on the agent's current split.

## **Commission Advances**

Commission advances are not offered by Sweet Group Realty directly but may be obtained in accordance with the following procedures.

1. All commission advances must be approved in writing by the state broker(s) in advance
2. Prior to signing the commission advance agreement, the agent must have the listing file (with an accepted contract) or the transaction file in SkySlope, and it must have passed the approval process.
3. Agent may not have more than one open commission advance at any given time, regardless of whether it is a listing advance or sales transaction advance.
4. Agent may only receive up to 70% of the net commission due to the agent.
5. Advances shall only be approved for transactions that are under contract and pending close.

## **Actions for Unpaid Commissions or Procuring Cause Claims**

A decision to proceed with legal action, mediation or arbitration against a party owing a commission to the Company will be made solely at the discretion of the Company. The Company shall not have any monetary obligations to the agent or any other party, resulting from brokerage fees and/or commissions that are uncollected. Agents may obtain independent counsel as desired to pursue and/or defend their position during mediation or arbitration. Company shall not supply counsel to pursue these items.

Should the agent be named in a mediation or arbitration as the respondent, the Company reserves the right to require the total amount of the disputed commission is held by the Company until the mediation or arbitration results are received. Should the Company and the agent not prevail, the agent agrees to pay all commissions amounts immediately to Company. An agent does not have the authority to reduce, defer or replace any portion of the Company's splits or fees without the written consent of the state broker(s) or the Company.



## **Referrals Payments and Relocation Companies**

Referrals shall only be paid to licensed agents in conjunction with all State Department of Licensing rules and regulations. All third-party referrals are subject to the Company split and the Company cap rules. Outbound referral fees are taken off the top of a transaction and directed to the referral/relocation companies. Agent shall not do ongoing outbound referrals as a method of effectively reducing the company dollar percentage. If an agent is referring a large percentage (in the opinion of the Company) of his or her business to another firm, the Company may require that agent provide documentation showing equitable work being completed by the other agent and firm to the transactions in question. If in the opinion of the Company equitable work is not being completed by the other firm or agent, the Company will withhold the company dollar percentage and/or transaction fee on the entire transaction before paying the outbound referral.

# **ADVERTISING AND MARKETING**

## **Listing and Property-related Advertising**

### **Online and Print Advertising**

- All advertising must be reviewed and approved by the state broker(s) in advance.
- The agent is responsible for ensuring that all ads are HUD and RESPA compliant, and comply with all other state, local and federal legal requirements and with the rules of the MLS or Boards, as applicable.

## **General (non-property related) Advertising.**

The Company's agents and brokers may, from time to time, desire to run general advertising campaigns to induce consumers to engage their services or attract talent to their organization or team. The Company reserves the right to require any agent or broker to provide a copy of a proposed ad for Company review prior to publication and also reserves the right to compel any agent or broker to remove an advertisement if the Company determines, in its sole discretion, that an advertisement is false, misleading, in poor taste, against the Agent Attraction Universal Pledge, or reflects poorly on the Company or its agents, brokers or staff.

Any general advertisement must contain the following disclaimer:

“The statements and opinions contained in this advertisement are solely those of the individual author and do not necessarily reflect the positions or opinions of Sweet Group Realty, LLC, or its subsidiaries or affiliates (the “Company”). The Company does not



assume any responsibility for, nor does it warrant the accuracy, completeness or quality of the information provided.”

## Signs

1. No signs will be placed in front of a listing until the Company has the executed listing agreement.
2. Signs must comply with all local, state and federal requirements.
3. Signs used must be the signs designed or expressly approved in writing by the Company.
4. Custom sign designs need to be submitted to and approved by Sweet Group Realty Marketing ([Jeffery.Sweet@gmail.com](mailto:Jeffery.Sweet@gmail.com)) for brand and the designated broker(s) for state requirements.
5. Agent may only use approved sign riders, directionals, solds and others signs as needed to support the listing as well as the business of the agent and the Company.
6. Most MLSs prohibit putting up a "For Sale" sign before entering the listing in the MLS. A listing must be reported when it is taken and when it is sold within certain limitations. Agents must follow the MLS rules and comply. Any fine due to the violation will be paid by the agent and not the state broker(s) or Company.

## Logo or Company Name

1. Agents must read and comply with the Sweet Group Realty brand guidelines.
2. Use of the company logo and name are considered advertising and must be approved in advance. Please send to [Jeffery.Sweet@gmail.com](mailto:Jeffery.Sweet@gmail.com) for approval.

## Using Name in Social Media or Other Online Venues

Use of the letters SGR in a domain name, YouTube channel name, Facebook page, Twitter handle or other social media is prohibited and must be approved by the Company in advance or risk being required to be removed from the respective places online and or turned over to the

Company for additional consideration.

### 1. Websites

- a. Websites must have prominent above the fold branding for the Company.
- b. Agent-created real estate websites, including real estate-related blogs, will



have a link back to <http://www.sweetgrouprealty.com> with the anchor text being "Sweet Group Realty" with coding to hide the company links from the search engines is prohibited.

## 2. Business Cards

- a. Unless agent has the express permission on a design different than those provided by the Company, agent will use a Company-approved design.
- b. Business cards will have the following identifying information on the cards:
  - i. Brokerage name
  - ii. Agent's name as licensed
  - iii. Agent's title
  - iv. Agents cannot use a title that would reasonably lead someone to believe that the agent is an employee of Sweet Group Realty or representing himself as an employee of Sweet Group Realty. Examples would include Recruiter, Recruiting Manager, Vice President, or any other such term/title that may cause confusion as to the Agent's position with Sweet Group Realty.
  - v. Titles may include any of the following, where allowed:
    - a. REALTOR®
    - b. Real Estate Professional
    - c. Buyer's Agent
    - d. Listing Agent
  - vi. Title may also list a professional designation as recognized by the National Association of REALTORS®
    - a. CRS, ABR, ePro, etc.
    - b. Additional items which may be included on the front of business cards
      - i. Company provided email address.
      - ii. Agent's direct phone number
      - iii. Company website or agent's careers site
      - iv. Social media accounts such as LinkedIn, Facebook and/or Twitter
      - v. Personal business website or blog

## Job Postings

1. Agents shall not advertise under false pretenses and/or offer in advertising or posts what appear to be positions of employment with Sweet Group Realty, and/or advertising which is otherwise misleading.
2. Agents are prohibited from advertising on job placement or posting websites, other than for the purposes of building their direct real estate team of agents or transactional staff. The solicitation or recruitment of potential licensed real estate professionals by current licensed real estate professionals of Sweet Group Realty by way of job postings on third-party internet employment sites (e.g., Indeed, Monster, Glassdoor, LinkedIn, etc.) shall not contain any reference to Sweet Group Realty.





3. Current licensed real estate professionals of Sweet Group Realty are prohibited from using third- party employment websites to solicit or recruit human resources for unlicensed positions.
4. Agents are prohibited from using in any professional profiles, whether online or otherwise, titles which would reasonably lead someone to believe that agent is an employee of Sweet Group Realty or representing herself/himself as an employee of Sweet Group Realty.
5. Agents are prohibited from using the Sweet Group Realty branding, official images, logos or other intellectual property without approval from Sweet Group Realty’s marketing department or using the name “SGR” in any public website domain or social media page.

## Media Relations

1. **Press releases:** All press releases mentioning Sweet Group Realty must be pre-approved prior to distribution and include the following language: [insert name] is an independent contractor of Sweet Group Realty and this is not an official press release of Sweet Group Realty or any related subsidiary. Once approved, the press release cannot be modified without additional approval for the modifications. Send questions and/or the completed press release to [Jeffery.Sweet@gmail.com](mailto:Jeffery.Sweet@gmail.com). The team will respond with questions or approval within two business days.
3. **Quotes from Sweet Group Realty staff:** The company typically does not provide quotes for press releases. All staff quote requests must be sent to [Jeffery.Sweet@gmail.com](mailto:Jeffery.Sweet@gmail.com) for consideration. The team will respond with questions or approval within two business days.
4. **Media interviews:** If agent receives a media request to talk about Sweet Group Realty – the company, the company’s products and services, data, etc., please refer the reporter to [Jeffery.Sweet@gmail.com](mailto:Jeffery.Sweet@gmail.com). All media requests about the agent’s opinion on the local market are acceptable, but anything about Sweet Group Realty is not allowed. We discourage agent from discussing national industry issues or local/national competitors. If agent isn’t sure, they can reach out to [Jeffery.Sweet@gmail.com](mailto:Jeffery.Sweet@gmail.com).

## Blogging and Other Social Media Postings

1. Agents are responsible for ensuring blogs and all online content are accurate.
2. If the blog is to be hosted on another site other than the agent’s, approval should be obtained through [Jeffery.Sweet@gmail.com](mailto:Jeffery.Sweet@gmail.com). The team will respond with questions or approval within two business days.
3. Upon publication and distribution, agents should monitor channels daily for the first week, then weekly thereafter for any false or defamatory comments, and remove said comments that are false or misleading.
4. Agents must comply with the standards of the REALTOR® Code of Ethics and all real estate laws, including local, state and federal laws (e.g. fair housing, antitrust, license, copyright, etc.).
5. Agents are prohibited from activity which violates any law, rule or regulation, including but not limited to, the terms of service of any social networks; Federal Trade Commission (“FTC”) rules; real estate license law; Securities and Exchange Commission (“SEC”) laws and





rules; and Do-Not-Call and anti-SPAM laws.

6. Agents must abide by the terms of service of any social networks or online advertising platforms.

7. Agents must identify themselves correctly, not impersonate another person and include this disclaimer on social media: “Opinions are my own and not the views of Sweet Group Realty.”

## Social Media Networking

Since agents are the face of the Company, agents will be professional in their appearance and their interaction on social media by adhering to the following guidelines:

1. Agents are to avoid arguments and aggressive language on social media that could leave a negative view of the Company and/or impact the agent’s business.
2. Agents are expected to respect the privacy of other Sweet Group Realty agents, staff, clients, and potential clients and agents, and may not use social media to make defamatory comments about the Company or other persons affiliated with the Company (e.g. staff, customers, vendors, contractors, service providers, etc.), or to attack or harass any person on the basis of race, gender, religion, age, physical or mental disability, marital status or civil partnership/union status, national origin, veteran status, ancestral medical condition, genetic characteristics, sexual orientation, gender identity or expression, or any other basis prohibited by applicable federal, state or local law.
3. Dishonorable content such as racial, age, ethnic, sexual, religious, physical disability and attacks on political-stances will not be tolerated.
4. Agents may not use social media to compete with the Company or engage in conduct that could create a conflict of interest.
5. Agents on social media are expected to respect all applicable laws, including copyright, privacy, trademark and financial disclosure requirements.
6. Using social media to contact people directly without their consent is prohibited.
7. Content found within the Company’s internal networks (e.g. FB Groups and Company email updates) is not to be shared publicly on social media. Shareable social media content can be found at [theidahorealtygroup.com/shareables](http://theidahorealtygroup.com/shareables) and on its respective social media channels, including:

- a. Facebook
- b. Twitter
- c. LinkedIn

8. See something, say something. If an agent sees something on social media that requires an official Company response or violates the policies and procedures, ICA or agent attraction universal pledge, she/he is encouraged to contact [Jeffery.Sweet@gmail.com](mailto:Jeffery.Sweet@gmail.com). The team will respond within two business days. 9.

Agents

are prohibited from posting inaccurate or misleading content (e.g., title)

10. Using the Sweet Group Realty branding, official images, logos or other intellectual



property without approval from Sweet Group Realty's marketing department or using the name "IRG" in any public website domain or social media page is prohibited. To obtain approval, agents should email [Jeffery.Sweet@gmail.com](mailto:Jeffery.Sweet@gmail.com). The team will respond with questions or approvals within two business days.

## Video

1. Sweet Group Realty agents may not share any recorded video (e.g., sessions in zoom, or any other online recording platform) that is intended for internal use without receiving written approval. This includes distribution on websites and social media (e.g., Facebook, LinkedIn, YouTube, etc.). Sweet Group Realty reserves the right to limit the use of any video content to the extent Sweet Group Realty determines in its sole discretion that the video content does contain accurate information about Sweet Group Realty or does not accurately represent Sweet Group Realty's desired image or brand.

# REPRESENTATION ON REALTOR ASSOCIATION AND MULTIPLE LISTING SERVICE BOARDS OF DIRECTORS

## Associations of Realtors

Being elected to serve on a Board of Directors of a Realtor Association is both an honor and a privilege that also carries responsibilities. Agent's role on the Board of Directors, while earned by personal excellence, reflects upon Sweet Group Realty as their brokerage.

In general, Sweet Group Realty leaves local Association business decisions in agent's capable hands, however there are areas where Sweet Group Realty requests that the agent considers the welfare of the brokerage as being the deciding factor in the vote. Specifically, if there are opportunities for either physical or data consolidation, Sweet Group Realty asks that the agent strongly supports them as being beneficial to the industry and to Sweet Group Realty as a statewide brokerage. From time to time, Sweet Group Realty will publish guidance as to our position on issues specific to the National Association of Realtors or at the state or local levels. Please consider that guidance as being a recommended course of action when voting. If agent



has any questions, please do not hesitate to contact the VP of Brokerage Operations.

## **Multiple Listing Services**

Agent access to the MLS is always via the broker participant; agents cannot join an MLS without the broker first becoming a participant of the service. When serving on the Board of Directors of an MLS, Sweet Group Realty agents and regional brokers will bear in mind that because we are a brokerage, not a franchise model, access to the MLS is conditional upon Company's approval. As a result, policy, and business decisions regarding MLS on the national, state and local levels will conform precisely to stated Sweet Group Realty policies and positions. If the absence of a stated position, elected volunteers cannot go far wrong by choosing consumer-friendly policies that enhance data collaboration, consolidation, and the freedom of the broker to use MLS data in ways conforming to generally accepted practices on the internet.

## **Sponsorship Requests from Vendors**

From time to time opportunities may arise for vendors to sponsor local events for Sweet Group Realty and non-Sweet Group Realty agents to attend. When this opportunity arises, the agent will submit a sponsorship request to their state broker(s) at least two weeks prior to the event. Broker(s) will speak to the vendor and verify the amount being paid, expectations of the vendor and process for sharing agent information collected at the event. At NO time is the agent to handle the funds without written approval from Brokerage Operations.

# **COMPANY INFORMATION AND TOOLS**

## **Company Communication / Training Platform**

Through Facebook Groups, Zoom and Email, the company provides best practices in different parts of the business. It is the responsibility of the agent to stay up to date on the latest Policies as well as the latest best practices relative to working with any tools and services the company has deployed or is being recommended for agents to use. Agent shall not give out usernames or passwords or any other access to any internal system.

## **Email Facilities**

The Company provides email addresses to all associates for purposes of conducting Sweet



Group Realty business. Email may be delivered by various providers from time-to-time as requirements and costs dictate. Company email may be forwarded to other email addresses and systems, provided that the system provides a secure log-in with a minimum of two-factor authentication. Agents and staff will use company provided email accounts to communicate with other agents and staff as well as with clients. Company provided email will be the official email used to communicate all company communication. We strongly encourage agents to check email regularly for important communication from the company and/or the state broker.

## **LEGAL, INSURANCE and LAW COMPLIANCE**

### **Antitrust**

Commission rates of the Company are based on the value of the services provided and competitive market conditions. Commission rates are determined solely by agreement with the listing party. Agents shall not participate in any discussions with individuals affiliated with any other company concerning the commission rates charged by the Company or any other real estate company. When soliciting a listing or negotiating any agreement, agents shall not make any reference to a “prevailing” or “standard” commission rates in the market or any other words that suggest that the commission rates are uniform, standard or non-negotiable.

### **Conflicts of Interest**

Agents shall avoid engaging in activities that would result in a question of business ethics or a compromise in the agent’s loyalty to the Company or clients. Questions regarding potential conflicts must be directed to state broker(s). When purchasing a Company listing it must be disclosed, in the contract, that the associate is a member of the Company. Additionally, no associate shall be involved in any form of settlement service or receive income or benefits “for value” directly from a settlement service company while actively licensed with the Company.

### **Cyber Liability Insurance**

Agent is aware that the Company’s cyber liability insurance does not include any agent as an insured under this policy. In other words, the Company’s cyber liability insurance does not extend to, or cover, any loss or damage related to any security/data breach or wire/ financial fraud that may result in connection with any licensed activity of the agent. Further, the Company’s cyber liability insurance does not cover any loss or damage that may be sustained



by any parties to a real estate transaction handled by the agent. Therefore, the Company urges agent to obtain cyber liability insurance covering his or her own real estate business. The Company advises agent that cyber risk is a serious threat to their business and the consequences of data breaches and wire fraud can be financially disastrous.

## **Data Security and Client Privacy**

Agent will come in contact with personal and confidential information in the day-to-day course of their business. All agents of the Company are expected to become familiar with and follow a course of action with all personal and confidential interest that is in alignment with all local, state and federal laws regarding data security and client privacy. Please review the National Association of Realtors® Data Security and Privacy Toolkit. If agent fails to secure their client's data and confidential information, agent will defend, indemnify, and hold the Company, and its principals and affiliates harmless against any and all claims, complaints or actions that may arise from such a departure. In addition, failure to comply with this Policy is grounds for the immediate release of agent's license and removal from the Company.

## **Do Not Call Rules**

Agent must stay up-to-date on rules relating to the National No Not Call Registry: See: <http://www.ftc.gov/donotcall>

Cold calling must be done in compliance with applicable state and national laws. Any fines that result from any violation of the "do not call" law or any other solicitation will be paid for by the agent who broke the said rule.

## **Drones**

Agents who desire to use drones in their Company business agree they shall become familiar with and follow all Federal Aviation Administration (FAA) [small drone rules](#).

## **Drug and Alcohol Use**

Drug and alcohol use is strictly prohibited while engaged in real estate brokerage services. Accordingly, agents are prohibited from possessing, selling, consuming alcohol or drugs; smelling of alcohol or being under any influence of any drug (except as authorized by a physician) or engaging in the consumption of alcohol while they are engaged in real estate brokerage services and any work for Company. Agent should also discourage the use of drugs or alcohol by any party during a transaction. Upon discovering that a party is under the influence of either drugs or alcohol, agent should take appropriate action to terminate that day's activity and suggest that they discuss or complete the transaction another time.



## **Errors & Omissions Insurance**

Agent is aware and understands all dual agency transactions must contain a fully executed consent for dual/limited representation form, completed prior to purchase/sale contract execution, in order to preserve the right to errors and omissions insurance coverage on the file. Agent is aware that if they fail to obtain such written consent, the file may be excluded from coverage and agent shall be responsible for the full amount of the damages, attorneys' fees, and costs incurred by and/or recovered against Company.

## **Harassment**

The Company takes all forms of harassment seriously. This includes but is not limited to verbal, physical or sexual. All reported or suspected occurrences of harassment will be promptly and thoroughly investigated. Any agent that is found to have harassed another agent, employee, client, customer or any member of the public shall be immediately, and without warning, released from the Company at the Company's sole discretion. If agent feels they have been harassed in any way, agent shall notify the state broker(s) or a member of the corporate team immediately. The Company will not permit or condone any acts of retaliation against anyone who files harassment complaints or cooperates in the investigation of same.

## **Intellectual Property Rights**

Agents shall become familiar with and adhere to all laws, rules and regulations regarding intellectual property rights and their real estate business. "Intellectual property" refers to all major forms of legal protection of intangible rights protected by the law, including copyright, trademark, patent, trade secrets, design rights and the like. Agents shall acquire, use and deal in only licensed copies of copyright protected material, and genuine articles of trademark and patent protected products, in carrying out the agent's and Company's business.

## **Judgments**

Agents must notify the state broker(s) and Company immediately and in writing of any legal judgment, order or decision against them, including, but not limited to, DUIs, felonies, bankruptcies, foreclosures, UCC filings and tax liens.

## **Non-solicitation**

The Agent agrees not to solicit, recruit, employ, or entice (either for him/herself or another) Company partners, affiliates, salespersons, agents and/or employees to leave Company during the agent's association with Company. This obligation shall continue for a period of two years after the termination of association of agent with Company.



## Reporting Problems

It is understood that agents, though operating as independent contractors, act as agents of the Company and must, therefore, keep the Company informed of their activities. Agents shall immediately bring any of the following situations to their state broker's attention, and shall immediately provide the Company with copies of any correspondence or legal process in connection with such situations. Failure to timely notify the state broker(s) and the Company shall result in termination from the Company.

- Any substantive complaint involving a real estate transaction or the providing of real estate brokerage services, whether brought by a client, the state real estate licensing authority or a third party.
- Any disclosure, or potential disclosure, of confidential client information.
- Any accident or injury that occurs while providing real estate brokerage services.
- Any criminal charge against an agent other than a traffic infraction.
- Any civil suit, subpoena, or other legal document concerning real estate activity of agent.
- Any contact by or with the state real estate licensing authority.
- Any threat of any legal or administrative action against agent or Company resulting from agent's real estate brokerage services.
- Any act of discrimination.
- Any unresolved dispute with another agent or a real estate professional affiliated with another brokerage firm.
- Any foreseeable dispute or problem relating to the payment or collection of a commission.
- Any other situation involving professional real estate activity that could lead to liability on the part of the Company or anyone associated with the Company.
- Any notification received from the state real estate licensing authority regarding the status of agent's real estate license.

## OFFICE POLICIES

### Agent Business Expenses

Company shall not be responsible for any expense incurred by agent in the performance of their business duties unless approved in advance and in writing by the state broker(s). No inducements, including inspections or other services associated with real estate brokerage services customarily paid by customers or clients, shall be offered or paid by agent without advance approval by the state broker(s), and then shall be at agent's sole expense. Agents





shall not charge any undisclosed commission or profit on expenditures made for their principals.

## **Assistants - Unlicensed**

The Company fully supports the use of licensed and unlicensed assistants by the agents. By delegating tasks that may be performed by those other than the agent, the agent's time can be spent more efficiently on tasks directly related to maximizing earning potential. The Company advises all agents using assistants to seek legal counsel regarding employment laws and obligations within their state. Agents must have a written contract with their assistants. Said contract must be submitted to the state broker(s) within 10 working days of joining the Company or entering into an agreement for these services. Copies of the contract are to be filed in the agent's personnel file. Agents are responsible for training assistants, making sure they are familiar with and abide by all office policies and procedures and are familiar with and abide by all state regulations. The agent must go over the policy and procedures manual with the assistant and have the assistant sign a form acknowledging that they have read and are familiar with the manual.

An unlicensed assistant may not:

- Host an open house.
- Solicit sellers or buyers in any manner.
- Provide advice or guidance to a consumer with regards to a listing contract or a contract of purchase and sale.
- Meet with owners to obtain or renew listing agreements.
- Present or negotiate an offer.
- Communicate with consumers about real estate transactions.
- Be paid from the commission at closing or be paid commission in any way, regardless of timing.
- Open listings for clients or prospective clients.

An unlicensed assistant may:

- Perform office filing.
- Fill out a document at the instruction of the agent.
- Place or remove signs.
- Witness signatures.
- Perform agent's bookkeeping.
- Draft correspondence for approval by the agent.
- Draft forms for review by the agent.
- Make and deliver copies of any public records.

## **Assistants - Licensed**

Licensed Assistants are bound by the same licensing requirements as an agent including, but





not limited to, executing an ICA and fully associating themselves with the Company. They shall pay all fees associated with and follow all policies and procedures of the Company. Licensed assistants may only assist other Company agents and may not work for or with any agents outside of the Company. Any licensed assistants or transaction coordinators must have their license affiliated with Company.

## **Associations and Board Memberships**

All agents of the Company must maintain a current membership with the National Association of Realtors® and any required state and local boards and associations. Agents who are billed directly by the Association and MLS are expected to pay those bills in a timely manner as directed by the Association and MLS. The Company will not pay late dues on behalf of the agent and the agent will be subject to removal from the Company.

## **Contact Information**

Agents **MUST** use their legal name as it appears on their real estate license in all advertising, on contracts and in all real estate correspondence. Agents using any name other than their full legal name may only do so if allowable within their state and must have their state broker(s) approval.

Agent's business address is the main office of Sweet Group Realty in the state which agent's license is registered at the state. Agent must use this address in all activities if an address is required by the State Licensing Department. All business correspondence related to transactions must be sent to this address, not to the agent's home. No personal mail may come to the office. Any mail coming to the office will be considered official business and subject to being opened by the state broker(s) or admin team. Agent agrees to make arrangements to pick up any parcels that are delivered to the office by vendors and will work to properly inform all vendors that parcel deliveries are to be scheduled directly with the agent. All unclaimed parcels are subject to disposal within 7 days of delivery.

Escrow companies, title companies and other closing agencies must send all communications pertaining to a transaction to our company address. Agent may receive a duplicate copy of escrow documents for the file.

Immediately notify the state broker(s) and admin staff of any changes in address, phone numbers and third-party email address that are on file with the company.

## **Open Houses**

Agents shall only hold open houses for other Sweet Group Realty agents. No open houses shall



be held for any listings other than Sweet Group Realty listings. Agents holding open houses for sellers who do not have their house listed for sale must have appropriate state approved documentation completed giving them the right to do so. Company listings shall only be held open by other Company agents who are appropriately licensed and acting within their area of expertise for the geographic location of the listing.

## **Out of Town or Unavailable**

When agent has listings and/or open escrows, and is out of town, or otherwise unable to provide services to clients, agent is required to notify the state broker(s) and fill out the appropriate company form establishing someone to manage the business in agent's absence.

## **Physical Office Space**

Agents are encouraged to contact their local affiliates, title and escrow companies, lenders, banks and other organizations with whom they work if they need physical space to meet clients. Where allowed by law and MLS rules, agents who have achieved the level of associate broker and have agreed to policies relating to the opening of an Sweet Group Realty office may, with approval from Company, be permitted to have a branded Sweet Group Realty office. Agent is responsible for compliance with all local and state laws regarding their branch office. This includes, but is not limited to, how to license, advertising and signage requirements. Any branded Company office ("Branch Office") will be paid for by the agent or agents who have agreed to open that office and no obligation relating to that office will transfer to the Company. Any financial obligation with regard to opening and/or maintaining a Branch Office will be at the expense of those agents who opened the Branch Office including any fines for non-compliance and renewal fees. Please ask the state broker(s) for the Branch Office Agreement and talk to the state broker(s) to see if agent qualifies.

## **Teams**

A Team is defined as a lead agent "team leader" and at least one licensed agent working as a team member "team member". Team Commission Agreements are to be made based on mutually agreed upon terms between the team leader and the team member(s). These agreements should be in writing and carefully considered to ensure compliance with all federal, state and local law as well as company policy. Team Commission Agreements must be on file with the Team Onboarding Department. Sweet Group Realty will not intervene in any disputes between team members and team leaders.



#### Team Fee Distribution:

1. Administrative Transaction Fee: Can be paid by either party or split between the two as agreed upon in the written team agreement.
2. E&O Fee: Shall be paid by each individual agent upon joining Sweet Group Realty.
3. Commissions: GCI shall be first divided between the Team Leader and the Team Member based on the percentages agreed to between the Team Leader and Team Member. Once an agent has paid in the maximum annual cap to Sweet Group Realty commission will be divided 100% going to agent and 0% to Sweet Group Realty, less any applicable transactions fees. Each agent is responsible for their cap individually.
4. Capped Transaction Fees: Once an agent has reached their company dollar commission cap, that agent will pay only the Administrative Transaction Fee ongoing for the remainder of the year.

## **OMISSIONS FROM POLICY MANUAL**

Any items or procedural issues not covered in the manual are subject to state broker(s) and Company approval. Any items not covered and decisions rendered are final and are to be made at the sole discretion of the Company.

## **POLICY AND PROCEDURE UPDATE AND REVIEW**

The Company reserves the right to make updates to its policies. When/if updates are made, they will be communicated through Facebook Groups, company email and/or the weekly company meeting. Agent shall have seven days from notice to review changes and seek clarification. At the completion of the seven days, the changes will be deemed accepted.

## **TERMINATION**

Upon termination of the agent's affiliation with the Company, any pending escrows shall be closed by Company and compensation therefrom, minus company splits, fees/expenses (including but not limited to a reassignment fee as determined by Company and a transaction



coordination fee at then current rates, per transaction) shall be deducted from agent's commission. Any current listings are to be forwarded to the transferred brokerage in a reasonable time if the agent leaves in good standing, pays all outstanding fees in full, and the client(s) executes necessary paperwork to transfer the files to the new brokerage. Agent shall forfeit all proceeds and listings if a replacement brokerage is not established within three business day of termination, or if he/she leaves the business. Listings and pending transaction files shall be released at the sole discretion of Company. As used herein, "good standing" means that the agent is not in breach of any term, covenant, condition, obligation or duty set forth in the Agreement, has no pending legal claims or disputes, and his/her license with the State Department of Licensing has not been restricted, suspended or revoked. Company reserves the right to withhold commissions and assign another agent to close out any pending transactions. Agent's agreement shall also immediately, and automatically terminate, without prior notice, if for any reason, agent breaches his or her obligations hereunder, or if agent's license expires, is restricted, suspended or is revoked. In the event, agent leaves Company their termination date will be determined by the date the notice was given by either party as referenced in the Independent Contractor Agreement. Agent billing shall continue unless written notice to offboard was delivered to Company by agent or agent was terminated by Company. Any prepaid fees, dues or other billable items are non- refundable. Upon termination or separation from the Company, agent will lose access to all Company tools, emails, files, and company provided third party sites. The Company strongly encourages agent to backup any files they desire access to prior to requesting offboarding. If within 12 months from termination date, agent wishes to rejoin Sweet Group Realty the agent must have left in good standing and they will rejoin with a new anniversary date and annual fees start over.

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