Policies and Procedures

This section outlines the official Century 21 Heritage Group Ltd. Rules and Procedures Manual. It serves as the foundation for how we operate, communicate, and represent the brokerage in all real estate transactions.

- BROKERAGE RULES AND PROCEDURES

BROKERAGE RULES AND PROCEDURES

This section outlines the official **Century 21 Heritage Group Ltd. Rules and Procedures Manual**. It serves as the foundation for how we operate, communicate, and represent the brokerage in all real estate transactions.

Included are detailed policies on:

- Office usage, desk assignments, and dress code
- Commission structures, trade record sheets, and expense policies
- Advertising and promotional guidelines
- Listing submission and documentation requirements
- Signage, lockbox, and appointment protocols
- Internal conflict resolution and team conduct
- Code of Ethics and RECO compliance expectations

These procedures are in place to ensure a consistent, professional, and legally compliant environment for all sales representatives, clients, and administrative staff.

Every agent is expected to read, understand, and follow these guidelines. **“I didn’t know” is not an acceptable excuse.** If you ever have questions about interpretation or application of these rules, speak with your Branch Manager or Compliance Officer.

A downloadable version of the **Rules and Procedures Manual** is available below for your reference.

PDF - Click here to Download

CENTURY 21 Heritage Group Ltd.

BROKERAGE RULES AND PROCEDURES

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CENTURY 21 Heritage Group Ltd.

COMPANY RULES AND PROCEDURES

1. COMPANY RULES AND PROCEDURES

Each Sales Representative will be given a Company Rules and Procedures manual when joining the Company. The acknowledgement at the end of the manual must be signed by the Sales Representative, and returned to the Sales Representative’s Branch Staff Supervisor.

2. OFFICE KEYS

The Branch Staff Supervisor will distribute all keys/fobs. Keys/fobs must be returned should the Sales Representative leave the Company.

3. TRAINING

The Company offers extensive training and professional development programs in many formats. All new salespeople are required to attend in-house company training sessions as scheduled. All others are welcome to attend to update their skills. Century 21 Canada also sponsors on-line interactive training seminars and webinars from time to time.

4. MEETINGS

Sales and training meetings are held on a regularly scheduled basis. All Sales Representatives will be notified in advance and are expected to attend.

5. “PART-TIME” SALES REPRESENTATIVES

With the exception of Sales Representatives with less than one year’s experience, a Sales Representative with less than $40,000 gross production in their previous year, or a team with less than $55,000 gross production in their previous year, shall be considered to be part-time, and may be asked to forfeit their desk if one had been previously assigned.

Part-time Sales Representatives do not qualify for a desk, nor are they eligible for Work-at-Home compensation plans, without the approval of management.

6. ELIGIBILITY FOR DESK

Desks will be assigned by Management when appropriate, subject to commission plan, availability and production.

Once a Representative has reached between $100,000 - $155,000 gross production, they could qualify for a Semi-Private Office based on Commission split and Availability. $155,000+ unlocks eligibility for a private office.

Representatives must be on Commission Plan A to qualify for a semi-private or private office at no cost.

Subject to availability, if the Representative is on any commission plan other than Plan A and qualifies for an office based on gross production, the cost of the office will be $100 per month for a semi-private office and $200 per month for a private office.

Work-at-home Sales Representatives will have the use of a shared space in their respective facilities. Closing/Client rooms are not to be used unless a salesperson is meeting with clients.

Representatives who are assigned office space must supply, stock and maintain their own equipment (including printers).

7. MINIMUM OFFICE PORTION OF COMMISSION

Office portion of commissions earned on a sale shall not be less than $750 + Franchise Fee + HST. Office portion of commissions on leases shall not be less than $150 + Franchise Fee + HST.

8. FULLSERVICE BROKERAGE

Century 21 Heritage Group Ltd., Brokerage is a “full service” brokerage. Sales representatives acknowledge that all commission offerings to cooperating brokerages will reflect this.

9. OFFICE REFERRALS

All referrals, other than those to a specific Sales Representative, will be passed on to full-time, experienced Sales Representatives, on a rotational basis. Office referrals (excluding rentals) are subject to a 25% referral fee to the office, unless a referral is paid to another brokerage. Referral fees must be noted on the Trade Record Sheet. Sales Representatives who refuse to accept rental referrals will be removed from the rotation roster altogether.

10. THE REAL ESTATE COUNCIL OF ONTARIO (RECO)

It is the responsibility of each Sales Representative to pay their license renewal fees and Errors and Omissions Insurance upon demand. Any and all changes in address, name and licensing status must be submitted to the Real Estate Council of Ontario, and our Company must be notified as well. Notification must be within five days of the change.

11. Real Estate Boards AND REAL ESTATE AND BUSINESS BROKERS ACT All Bylaws, Rules and Policies, Codes of Ethics and Standards of Business Practice of the applicable Real Estate Board, the Real Estate and Business Brokers Act, the Real Estate Council of Ontario, and all other regulatory agencies having jurisdiction over our industry, are to be strictly adhered to. It is the responsibility of each Sales Representative to obtain copies and understand all the Rules and Policies. Any fines levied due to a Sales Representative breaking these rules will be paid by the Sales Representative, as well as any fines levied against the Company due to the Sales Representative’s violation. If you don’t have access, or don’t understand a particular rule, talk to your Manager immediately.

12. COMPLAINTS BY OR AGAINST THE SALES REPRESENTATIVE

Any complaints initiated by the Sales Representative to their Real Estate Board or the Real Estate Council of Ontario must be reviewed by management prior to submission to the appropriate governing body. Any complaint filed against the Sales Representative must be immediately brought to management attention. Responses to complaints must be reviewed by management prior to submission.

13. REAL ESTATE BOARD, OREA AND CREA DUES

It is the responsibility of each Sales Representative to pay their own annual dues upon demand. Failure to do so will result in automatic termination by their Real Estate Board and subsequently with our Company.

14. MARKETING DEPARTMENT

Advertising, branding and self promotion are very important for the growth of a salesperson's business. The Company Marketing Department is available to assist salespeople with the

development of their personal marketing campaigns. A meeting with the Department Manager will provide salespeople with an overview of the Company marketing programs, which include: ● Sphere of influence newsletters (email and/or print versions)

● Farming newsletters

● Custom business cards

● Custom Just Listed/Just Sold/Open House postcards

● Custom For Sale signs/Open House signs/Name riders/Directional signs

● Custom listing/buyer presentations

● "Spotlight" – a comprehensive marketing package for Company listings

15. Commission Sharing

All work share and/or commission sharing agreements between agents must be in a signed written agreement between the parties and a copy given to the Branch Manager to be valid. Management cannot arbitrate a commission dispute between agents unless there is a written commission agreement in place. In the absence of a signed written commission agreement any dispute between agents will be referred to the Gold Circle for resolution where the agents must abide by the Gold Circle's resolution. Should the agents decline Gold Circle dispute resolution commission will be held by the brokerage until a resolution between the parties is directed.

16. INHOUSE COMPETITION FOR LISTINGS/BUYERS

All Sales Representatives will respect the Buyer Representation Agreements of other associates in the Company. Until a Buyer Representation Agreement has been signed, buyers may choose to work with more than one Sales Representative in the Company.

If Sales Representatives in the Company are unaware that they are competing for the same listing, let the best "man" win. If Sales Representatives are aware of the competition, they may mutually agree to co-operate on a 50/50 basis to strengthen the possibility of obtaining the listing.

Under no circumstance shall either associate disparage the other to try to gain an advantage.

17. EXPIRED OFFICE LISTINGS

Sales Representatives may not solicit the expired or terminated MLS listings of another associate within the Company within sixty days from the expiry or termination date, with the following exceptions:

a) if permission in writing is given by the previous salesperson, and a 25% referral fee is paid to that salesperson from the listing portion of commission should the property sell; b) if the property is relisted by another salesperson in the Company within sixty days from expiry, through no direct solicitation, and a 25% referral is paid to the original salesperson from the listing portion of commission should the property sell;

c) if the property is subsequently relisted through the MLS system by another firm and is cancelled or expires.

If a Sales Representative has an interested Buyer for the property within the sixty-day period, and the property has not been subsequently relisted, he/she must first approach the original listing representative, unless the property has been subsequently relisted through the MLS system by another firm.

NOTE: Builder backup listings are excluded from the above policy.

18. GOLD CIRCLE COMMITTEE

A committee of five full-time, experienced salespeople, who have achieved Heritage Award status, will be elected from time to time in each office by ballot. They may assist in arbitrating internal office

disputes. A Branch Manager, who does not have a vote, will chair the Committee. All decisions of the Committee are final, and the parties involved shall abide by the decision s of the Gold Circle.

19. SALES/PURCHASES OF PERSONAL USE PROPERTY

a) Each salesperson is allowed one personal sale and one personal purchase per year for a flat fee charge of $500.00 plus $45.00 plus HST once a minimum threshold of $40,000.00 in GCI has been achieved.

b) Each salesperson that does a personal transaction (one personal sale and one personal purchase per year), before the threshold has been reached and collects commission will pay Century 21 Heritage Group as per their respective commission plan.

c) Each salesperson that does a personal transaction, (one personal sale and one personal purchase per year), before the threshold has been reached and does not collect commission will pay Century 21 Heritage Group a minimum fee of $750.00 plus $45.00 plus HST.

Listing and/or selling one’s own property privately or with another brokerage, while affiliated with this Company, is a violation of office policy and may be grounds for immediate dismissal.

20. Front Desk Administrators

Front Desk staff report directly to the Branch Manager. All complaints and suggestions are to be made directly to the Branch Manager.

The front desk staff will provide sales representatives with assistance. Patience, consideration and co-operation should be practiced by all. The administrative staff should not be requested to do those things that are the Sales Representatives' responsibilities. Staff have been instructed not to take offers over the phone, not to read lists of appointments and messages, not to look up MLS information, not to send documents for electronic signatures on your behalf, to name a few activities.

21. FILES

All Listing, Buyer Representation, and Sales files are the property of the Company. Sales Representatives are encouraged to maintain their own complete filing systems as well.

22. OFFICE

The office is to be used for Real Estate business only. All other activities and uses are prohibited. You are not permitted to use our phone number when placing personal advertisements for other than Real Estate activities.

23. SMOKING

NO smoking of tobacco, cannabis (marijuana) or any other substance nor use of vaping devices is allowed anywhere on the premises, either by Sales Representatives, staff or clients.

24. CONFERENCE/CLOSING/CLIENT ROOMS

These rooms are for the use of the entire office. Please follow these rules:

● Use the rooms only when you have clients.

● Don't stay longer than necessary. These rooms are for the use of everyone. ● Clean up after each use.

● Don't use the rooms as private offices.

25. FOOD

Absolutely NO food is to be eaten at the front desk. Drinks only are permitted.

26. DRESS CODE

At a minimum, casual business attire is required in the office during normal working hours.

27. CLEAN UP

Each staff member and Sales Representative is responsible for keeping his/her own desk area/office neat and tidy. Coffee cups must be discarded (if paper) or maintained (if not paper). Conference/closing/client rooms and the kitchen/coffee area must be cleaned up after each use.

28. PARKING

All Sales Representatives and staff must park in the designated areas provided for Century 21 Heritage Group use.

29. LOCKING THE OFFICE

Last person leaving must turn off the lights and make sure all the doors are closed and locked. The rear and/or side doors are NOT to be propped open under any circumstances.

30. MESSAGE RETRIEVAL

All Sales Representatives are set up on our phone system when joining the Company. Phone calls coming in for you will be forwarded through our system to your cell number. Messages, pages and emails are sent via text or email so it is imperative that you have text and email messaging capability for those functions.

31. MAIL SLOTS

Each Sales Representative has a mail slot in the office where all mail, faxes and memos are deposited. It is the Sales Representative’s responsibility to clear these slots regularly.

32. ADVERTISING AND PROMOTIONAL MATERIAL

All advertising, including internet WEB sites and internal postings, must comply with regulatory requirements, and must be submitted to management for authorization, prior to posting/displaying. Sales Representatives are NOT allowed to place ads without approval. The Company will not be responsible for the content of any mailings, advertising or promotional activity that has not been approved by management. All advertising must include Brokerage contact information.

“Just Sold” and “Just Listed” cards can be ordered through the Marketing Department upon request, and the cost will be charged directly to your account. All Sales Representatives will be responsible for compliance under the Privacy Act and RECO, and for distribution of the cards. Salespeople will not distribute sale information without the express written authorization of the parties to the Agreement of Purchase and Sale.

33. WOODEN POST SIGNS

All requests for the installation and removal of signs must be in writing through the administration office. The cost of installation will be billed to the Sales Representative. If the installation of a sign is not submitted in writing, and the sign is installed incorrectly, the cost of this installation and the cost of the correction will be billed to the Sales Representative. The Sales Representative is also responsible for the cost of maintaining that sign. Every municipality has its own Sign By-laws of

which salespeople should be aware. Sales Representatives are responsible for informing the front desk regarding removal of signs.

34. OPEN HOUSE AND FOR SALE SIGNS

Sales Representatives will be charged for open house signs and inserts, custom For Sale signs, name riders, and for the installation of For Sale signs.

35. STATIONERY AND SUPPLIES

All stationery and supplies will be distributed by the front desk and recorded to the Sales Representative's account. Sales Representatives will be billed for usage of letterhead, envelopes, and presentation folders.

36. PHOTOCOPIES

Sales Representatives will use their assigned personal code to access the photocopier. Those who are on the regular compensation plans are allowed a maximum of 300 black and white copies per month. Sales Representatives on Home Plans are allowed 100 black and white photocopies per month. Any additional copies will be billed to the Sales Representatives' monthly account at a cost of $.10 per copy. All colour photocopies will be charged to the Sales Representative.

Those Sales Representatives who are using Company provided computers at their desks are responsible for providing their own printers, ink/toner and paper. Office computers only will have the ability to print directly to the photocopier.

37. COURIER SERVICE

This service is at the expense and discretion of the Sales Representative and will be billed to the Sales Representative's monthly statement. The front desk will arrange a courier for you.

38. NEW MLS LISTINGS

Every Sales Representative must supply the Administrative Staff with the following: ● A completed Listing Agreement, which includes the Data Information Form ● A completed Seller Checklist

● A completed Mortgage Verification Form

● A signed "Working with a Realtor" Form

● Completed FINTRAC Identification Forms

● A completed Sign Installation Form, if applicable

● A completed Appointment Information Form

● A completed "Spotlight" order form, if applicable

Your listing will be processed by the office, entered into the computer and a file set up. If there is incomplete or missing documentation or information, the listing will not be processed. A copy of the listing will be emailed to the salesperson and filed in the salesperson's mail slot for review and approval. This should be addressed as soon as possible so that any errors can be corrected immediately. Sales Representatives are solely responsible for all data included or excluded from the listing, and for detecting typing errors. Salespersons will be notified at least one week prior to the expiry of a listing through the paging system.

Cancelled and re-listed properties must be handed into the front desk Administrative Staff immediately so they can update the Real Estate Board.

39. NEW EXCLUSIVE LISTINGS

Every Sales Representative must supply the Administration Office with a copy of the Agreement and related documentation so that it can be processed for the Brokerage.

All Listings belong to the Company. All information available on the exclusive listing must be provided to all associates in the Company upon request.

40. APPOINTMENTS

Appointments on in-house listings can be made online or by the administrative staff and entered into Broker Bay. The listing Sales Representative must immediately notify the front desk of any appointments or showings they confirm themselves.

If you are unable to keep an appointment on time or at all, to show or inspect a property, whether our own listing or another brokerage's, you must contact the Listing Office and cancel/reschedule the appointment prior to the appointment time. Failure to do so is a violation of Real Estate Board Rules and Policies and is also a RECO violation.

41. OPEN HOUSE FOR SALES REPRESENTATIVES

All Sales Representatives are encouraged to inspect in-house listings whenever possible. Remember, this is a courtesy to your fellow Sales Representatives.

42. LOCK BOXES

Lock Boxes are the sole responsibility of each Sales Representative.

43. OFFER PREPARATION

Information in "virtualoffers.ca" or Offer Information Sheets (Cheat Sheets) must be completed by the Sales Representative prior to the creating of an offer by our Administrative Staff. New Sales Representatives must have the Information included approved by the Manager prior to typing. Sales Representatives are solely responsible for the content and accuracy of offers prepared by themselves or by Administrative Staff.

44. MULTIPLE OFFERS

If multiple offers are registered on a Sales Representative's listing, and one of those offers has been procured by the Listing Salesperson, a Manager or another designated sales representative must be asked to represent the Seller at the presentation of the offers in order to minimize the possibility of a potentially problematic situation.

45. SALES

Accepted Offers must be handed in to the Administrative Staff immediately, even if there are conditions pending or information and documents missing. Missing information/documents must be obtained and handed in as soon as possible. Along with the Offer, a Sales Representative must also attach the following:

● Completed Sale Information Sheet showing condition due dates, deposits received, additional deposits due, referral fees payable, commission splits, names of other Sales Representatives/Brokers involved in the transaction, client email address(s)

● Completed "Confirmation of Co-operation and Representation" form

● A business card of the other Broker/Salesperson, if possible

● FINTRAC Identification Form(s)

● Buyer's Social Insurance Number, together with Schedule "B" attached to Offer (for interest payment0

● Copies of any competing Offers and/or the "Offer Summary Document" (Form #801)

If representing the Buyer, we also require the following:

● Receipt for the deposit

● Completed "Working with a Realtor" Form

● "Buyer Representation Agreement" or "Buyer Customer Service Agreement" ● Printout of the MLS Listing

● Completed FINTRAC Identification Form(s)

● Completed FINTRAC "Receipt of Funds Record"

Administration Staff only will report status changes, price changes or sold price to MLS services. Administrative Staff only will notify the Real Estate Board (if our listing), send out lawyers' letters, prepare Trade Record Sheets, and establish a file for the transaction.

46. DEPOSIT CHEQUES

If we are the Listing Brokerage, a deposit must be obtained for every transaction. All deposits (including rentals) must be by certified cheque, bank draft or electronic wire transfer. If there is no requirement in the Offer for the cheque to be certified, it is the Listing Sales Representative's responsibility to have the cheque certified. Once received, a cheque cannot be returned to the other Brokerage or Buyer for any reason except to exchange it for a certified cheque or bank draft. All deposit cheques must be handed in to the Administration Office within 24 hours from receipt, unless the Offer expressly directs otherwise.

Under no circumstances will we accept deposits in cash.

47. TRADE RECORD SHEETS

Trade Record Sheets are the responsibility of the Administration Office. They must be signed by the Broker of Record and the Sales Representative as soon as possible, and returned to the Administration Office for filing. No pay-out on a transaction will be made until the Trade Record is signed, and all required documentation is in the deal file.

48. LEGAL EXPENSES

When legal expense is incurred in the collection of commission, or as a result of a legal action or dispute, this expense will be borne by the Sales Representative. The initiation of legal action shall be at the Broker/Owner's discretion. The Company shall have the right to withhold commissions in the event of potential disputes.

49. H.S.T./BUSINESS NUMBERS

All Sales Representatives must be registered with Canada Customs and Revenue for the Harmonized Sales Tax, and have a Business Number. This number must be given to the office immediately upon registration with us. If we do not have a valid number on file, then we will not be able to pay you the H.S.T. on your portion of commission.

50. SALES REPRESENTATIVES EXPENSES

Some expenses are covered by the Company, as per the Sales Representatives' Commission Plans. Other expenses are billed directly to the Sales Representative on a monthly basis. Outstanding accounts will be deducted from Sales Representatives' commission cheques. Accounts must be paid in full each month if there are no outstanding commissions due within the next 60 days. Sales Representatives are required to provide the Accounting Department with current credit card information.

Accounts are rendered at the end of each month and are due within 7 days. Late penalties of 1% per month will be charged to Sales Representatives whose accounts are more than 30 days overdue. Any account overdue by more than 2 months may be grounds for dismissal.

51. SALES REPRESENTATIVES LEAVING THE COMPANY

When Sales Representatives leave the Company, they are entitled to full commission earned on firm deals written before leaving that subsequently close successfully. The commission split will be based on the applicable split at the time of acceptance of the offer. Upon leaving the Company, all outstanding expenses are immediately due and payable, including advertising.

52. SALES REPRESENTATIVE'S EXPENSES – SUMMARY

The following is a summary of some items that will be paid for by Sales Representatives:

1. All personalized advertising material including business cards, newsletters, flyers, Buyer and Seller presentations, name riders, etc.

(Note: The Company will provide the first 1000 basic business cards to each Sales Representative at the Company's expense.)

2. All annual dues for Real Estate Boards, OREA and CREA

3. All license fees, including renewals and reinstatements

4. RECO Errors and Omissions Insurance premiums

5. Annual Century 21 Association Fee

6. Monthly Century 21 Franchise Fee

7. Century 21 Transaction Fee

8. The cost of 'For Sale' sign installation, repair and removal

9. Open House frames and inserts

10. Media advertising

11. Photocopy usage beyond monthly allowance

12. "Spotlight" marketing program

53. PETS (ANIMALS)

Pets (animals), other than Service Animals, are not permitted in the offices.

54. CHILDREN

Children in the office must be under the direct supervision of an adult at all times. Children are not to roam the corridors unaccompanied. Children are not to use the office computers nor any other office equipment.

55. PRE-CONSTRUCTION COMMISSION PAYMENTS

Pre-construction commissions are not in fact earned until the unit has closed. Pre-construction payout of advanced commissions will be as per “New Construction Commissions Payout Agreement”.

56. AUXILIARY/SECONDARY DWELLING UNITS

Agents are not to list for rent/lease, or facilitate a tenant entering into a rental/lease agreement, in an auxiliary/secondary dwelling unit that is not a legal, municipally approved dwelling unit. This includes basement apartments, granny flats, rooming houses, and any other multiple dwelling unit. Agents must perform their due diligence to verify the legal status of a rental unit.

When listing a property “For Sale” agents cannot suggest the property will generate income based on an auxiliary/secondary dwelling unit (basement apartment. In-law suite, granny flat, etc.), unless the

agent completes their due diligence that the auxiliary/secondary unit is legal or municipally approved and that the current legal use may be continued after closing and transfer of title.

57. Bonuses/Cash Back/Rebates/Incentives

All Bonus/Cash Back/Rebates/Incentive amounts must be directed and documented in writing by the agent and acknowledged by the Client/Customer to be processed.

The Brokerage earns and collects commissions on transactions. The Brokerage calculates and deducts the brokerage portion of the collected commission and then pays the agent’s portion of commission. Any Bonuses/Cash Backs/Rebates/Incentives to Clients or Customers (Buyer or Seller) directed by the agent on the Sales Information Sheet are calculated and paid out of the agent’s portion of commission at that time.

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Revised August, 2023

BROKERAGE CODE OF ETHICS

In addition to Brokerage Rules and Procedures, Sales Representatives are expected to adhere to the following policies which have been formulated to maintain a high degree of cohesiveness and co-operation within our office environment and when practicing real estate within our industry. These policies address most commonly found ethical deficiencies of Real Estate Agents in Ontario. By signing this Code of Ethics the Real Estate Agent is confirming that they have read and understand the ethical requirements of working with the brokerage.

1. INTEGRITY

A professional Real Estate Agent is honest, diligent and accountable in the provision of service. The Agent will understand their obligations to clients, customers, the general public and to their brokerage and will strive to fulfill their duties in a professional and competent manner.

2. INDUSTRY AGENT RESPECT

The Agent will treat all industry professionals (agents, lawyers, mortgage lenders, etc.) with the utmost respect and in a manner they wish to have reciprocated. There is no excuse for bad manners or rude behavior which reflects badly on our industry, our brokerage and especially badly on you, the Agent.

3. HARASSMENT AND DISCRIMINATION

Every person has the right to be free from harassment and discrimination. Harassment and discrimination will not be tolerated, either with the public or within the brokerage.

4. SIGNING BUYER REPRESENTATION AGREEMENTS

The Agent will always ask probing questions when a Buyer says they are not working with another Agent to determine if that is true.

5. BUYER REPRESENTATION

All buyer clients must be properly qualified and represented to the best of the Agent’s ability. This due diligence must include, but is not limited to, asking questions to determine the buyers’ needs, property and area research and protecting the client through proper clauses in the agreement.

6. MLS LISTING ACCURACY

The Agent will prepare an accurate MLS® listing form with information researched and confirmed to be accurate through proper due diligence. This due diligence must include, but is not limited to, using resources such as, Surveys, Land Registry, and Agent Measurements. The Agent will not rely on past MLS® listings or word of mouth.

7. LOCKBOX/DOOR CODES AND KEYS

The Agent must never give out a lockbox code or allow property access to anyone not specifically authorized by the owner of the property. A showing confirmation only gives access to the Real Estate Agent who must be present at all times during the showing.

8. CANCELING A BOOKED APPOINTMENT

The Agent must cancel a confirmed appointment before the scheduled time if they cannot attend on time.

9. EXPLAINING FORMS

Clients and customers must be made aware of the content, liability, and implications of any of the forms used in connection with buying, selling, and/or leasing property. “Just sign here” must always be preceded by a comprehensive explanation of what is being signed, and a copy of the document(s) must be provided to the client/customer.

10. PERSONAL/RELATIVE TRANSACTIONS

The Agent will always present the Registrant's Disclosure of Acquisition or Disposition at Offer Presentation before negotiations, not after an agreement is reached.

11. EXCLUDING PROTECTIVE CONDITIONS

There are important protective clauses and conditions that must be explained and used when necessary. When the Agent does not include, or removes, these protective clauses and conditions, the Agent will confirm that they explained the risk to the client. This will be documented on OREA Forms 127/128 - Condition(s) in Offer - Buyer/Seller Acknowledgement. Typical examples of these clauses include but are not limited to, Financing, Sale of Buyers' Property, Seller's Purchase of Property, and Home Inspection.

12. DIGITAL SIGNING

The Agent will always review and explain documents to clients when using electronic/digital signatures, and only use programs where the signature can be verified.

13. LISTINGS IN MULTIPLE OFFERS

When an Agent has more than one written offer on their listing, the Agent will always communicate in writing to the other offer(s), the number of competing offers, if any offer is being represented by the listing agent and/or if any offer has a commission advantage, along with the amount of the advantage (not the total commission amount).

14. REPRESENTING LEASES/RENTALS

The Agent will often take on rental clients to build a relationship for future business. Regardless of the lower commission amount involved, the Agent will always provide the highest level of service to the client and provide everyone involved with diligent communication.

15. ONTARIO RESIDENTIAL TENANCY AGREEMENT

All agreements to lease must also include the Ontario Standard Tenancy Agreement.

16. AGREEMENTS IN WRITING

The Agent will always reduce negotiations to writing.

17. BROKERAGE NOTICE OF TRANSACTION

The Agent must submit all accepted offers to the office - sale or lease, firm or conditional, or pre-construction along with a Sales Information Form promptly after acceptance.

18. COMMISSION AGREEMENTS

Should the Agent negotiate any commission Incentives/Cash-back/Bonus promises with their client, they will always provide the brokerage with a written acknowledgement signed by the client of the exact amount and details.

19. CONFIDENTIAL INFORMATION

The Agent must respect all confidential information and must not disclose this information or the contents of any offer to outside parties.

20. MISDIRECTED AD/SIGN CALL

If a call is directed by the front desk or the answering service to the wrong Agent, that person is expected to redirect the call to the appropriate Agent.

21. ADVERTISING OTHER AGENTS' LISTINGS

The Agent must obtain permission from the Listing Agent before advertising an available property or a property sale and must ensure that the advertising is within the guidelines of the Privacy Act. This includes newspaper ads, flyers, phone, door solicitation and/or social media.

22. SOCIAL MEDIA

The Agent will conduct themselves professionally on social media and will not disparage other Agents or the public.

23. PARTNERSHIPS/TEAMS

Partnership/team arrangements (whether full-time or temporary), must be in writing, signed by both parties, with a copy filed in the office. Disputes cannot be mediated by the Brokerage unless there is a written and signed agreement in place.

24. VACATIONS/ABSENCES

The Agent will always designate another Agent within their brokerage to handle their clients/documents/work when away and will let the front desk know of these arrangements in writing.

25. NON-REGISTERED SECONDARY DWELLING UNITS

The Agent will never participate in a transaction that could endanger the health, safety or well being of any person. Municipal regulations differ in individual locations. It is the responsibility of the Agent to confirm the Legal Status of the property. If a client relationship is dependent on such a lease transaction the Agent will discuss this with Management for clarification and guidance. When completing a lease transaction for a non-registered secondary dwelling unit a Landlord's or Tenant's (your client's) Acknowledgement must be completed.

26. BROKERAGE CLIENTS

The Agent will never allow anyone (friend, relative, other licensed Real Estate Agent) outside of our brokerage to handle any client interactions (Open Houses, extend messages, etc.) or handle any documents on behalf of the Brokerage at any time.

27. CONTACTING OTHER AGENTS' CLIENTS

Under no circumstances may an Agent directly contact the client of another Agent without the express authorization of the Agent or Manager responsible for procuring the contract.

28. ALLEGED UNETHICAL BEHAVIOR

Charges of alleged unethical practices or behavior should be reported to the Manager. This applies to Agents within the Company and to those associated with other firms. Under no circumstances should such behavior be discussed with other Agents or Staff.

29. "I DIDN'T KNOW" IS UNACCEPTABLE

The Agent has a responsibility to understand and comply with policies and procedures adopted by the Brokerage, and contained in the Brokerage Rules and Procedures, TRESA (Trust in Real Estate Services Act), MLS (TREB, BDAR, etc.) Rules and Policies, RECO (Real Estate Council of Ontario), and their respective Codes of Ethics.

The policies and procedures are updated from time to time and are deemed to be incorporated into the Company Rules and Procedures. Notice of updates will be announced to all salespeople upon revision.