1. About the Company

Associate Brokers and Agents are defined as independent contractors who are affiliated with a Broker or a firm, partnership, or corporation of which the Broker is a sole proprietor, partner or officer, who is actively engaged in real estate and licensed by the Division of Business and Professional Regulations

(DBPR).

1.1 General

The Brokerage is licensed by the DBPR under the following name:

Premier Living Real Estate, Inc. (the “Company”).

Additionally, the brokerage is a member of the National, Florida, Naples and Miami Associations of REALTORS®. Premier Living Real Estate, Inc. was born out of the idea around serving the collective. We are dedicated to the greater good of South Florida as well as its Realtors. We are here to make the community and our Associate Brokers wealthy together.

2. Policy Manual

2.1 General Purpose

The purpose of this manual is to follow applicable rules and regulations of the National Association of Realtors and any area Board Association of Realtors. Another function of this manual is to establish a uniform system of daily conduct by and between us when dealing with each other, other members of the Company, our clients and members of the public.

2.2 Responsibilities

You are responsible to work in accordance with Federal and Florida law as well as any NAR and the local Association of Realtors rules and regulations and you should practice within these guidelines.

Your failure to comply with the policies and procedures within this manual may result in your termination from this Company.

2.3 Changes in Manual

This Policy manual may be changed from time to time by the Company. Changes can be made at any time and will then be distributed through e-mail to all sales and brokers associates. The revised policies at any time represent the Company's current Policy Manual and shall be deemed effective upon Notice unless otherwise provided in the notice.

2.4 Exclusions from the Manual

This manual applies to all sales and brokers associates and Company employees.

2.5 Conflict with sales and brokers associates independent contractor agreement

In the event of a conflict between this Policy Manual and your sales and brokers associates independent Contractor Agreement, the terms of this Policy Manual shall prevail.

3. Independent Contractor Relationship

3.1 Independent Contractor

You have signed an Independent Contractor Agreement with the Company and are associated with this Company as an Independent Contractor. You do not have an employee-employer relationship with this Company. You are considered to be an Independent Contractor for tax purposes and will receive a 1099 at the end of each calendar year. The Company will NOT withhold taxes or Social Security from your compensation. Payment of taxes and Social Security contributions are your responsibility. You are also considered an independent contractor for purposes of Unemployment Insurance. Between the Company and Associate

Broker minimum wage laws do not apply.

3.2 At-Will Status

You are associated with the Company for an unspecified term on an at-will basis. Except where it is otherwise expressly agreed in writing with the Company, either party may terminate your association at any time with or without cause or reason.

4. General Office Procedures

4.1 License and Requirements

You are required to maintain a valid Florida Real Estate Sales or Brokers Associate license in good standing while associated with this Company. If your license expires, you may not engage in any activities on behalf of the Company for which a real estate license is required. The Broker may designate another Sales or Broker associate to handle your prospects, listings and transactions during any time, your license lapses, and allocate such reasonable compensation to that sales or broker associate for work performed.

Your Company’s Broker is charged by Florida law to review, supervise and manage the activity of all sales and brokers associates Brokers. The Broker may rely on management and staff support to perform this function. You are expected to cooperate with Broker’s assistants in the handling of files, documents and procedures in accordance with this Policy Manual and Florida law.

It is your responsibility to keep current on changes in industry practices and to take advantage of available education and training programs to maintain your professionalism and your ability to properly represent your clients. It is also your responsibility to obtain all Continuing Education courses so as to renew your license in a timely manner.

4.2 Company Business Hours and Holidays

Managing Broker and Staff support is available daily during reasonable working hours. Offices are open 10am to 5pm Monday to Thursday and Friday 10am to 3pm.

Offices are closed for the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s day, Thanksgiving Day, Day after thanksgiving, Good Friday, Christmas, Shabbat, Rosh Hashanah, Yom Kippur, Sukkot, Shemini Atzeret/Simchat Torah, Hanukkah, Purim, Passover and Shavuot.

4.3 Business Cards, Signs

Sales associates and broker associates shall carry business cards with the brokerage logo and in the format supplied by the company and printer selected by the company, at the sole cost and expense of the sales or broker associate. For Sale signs will be purchased by the Company and available to Sales and Brokers Associates Brokers through a check-out system and deposit held while in use. BE AWARE: Certain municipalities, housing developments and Homeowners’

Associations have strict guidelines, rules, and ordinances regarding the size and placement of signs. You must determine whether or not the Company's sign and its placement will conform to these requirements BEFORE installation. You are responsible to have the sign removed immediately once the listing expires or the property sale is closed.

4.4 Professional Conduct

As a member of the National Association of REALTORS®, you are expected to be familiar and comply with the Code of Ethics.

4.5 Working Place

Our Company provides limited office space for our sales or broker associates. As you are independent contractor, it is permissible to work from your home, own office, car or other places. However, remember that the Managing Broker is required to supervise your activity.

Be sure that all files and documents that you work on are in safe place and will be presented to Broker/Office within 24 hours. You must to be reachable by phone, email and regular mail and respond to voicemails within 24 hours. You need to provide us an address of your office or home. Your information should be accurate and current at all times.

4.6 Alcohol and Drugs

Obey Florida laws and the regulations and guidelines of NAR (National Association of Realtors) and comply with these requirements.

4.7 Professional Associations

A. Multiple Listing Service

The Company is a member of the Miami and Naples Association of Realtors. As sales or broker associate with this Company, you can join these Associations as well and use the training and multiple listing services they offer. As member, you are required to be familiar with, and adhere to, the rules and regulations of the MLS. A copy of those rules and regulations are on file in the office or through the MLS. If you fail to comply with those rules and regulations, or fail to pay your MLS bill when due, you and/or the Company may be fined, suspended or expelled, and your listings may be removed from the MLS. You will be responsible for payment of any and all fines levied against you and/or the Company resulting from your noncompliance. Furthermore, your noncompliance may result in your termination from the Company.

B. National, Florida, Miami, and Naples Associations of REALTORS®

It is required that you maintain a current membership in the National, Florida and a Local Area Association of REALTORS® at your own expense. Membership is billed annually through that Local Area Association of REALTORS®.

4.8 Fees and Commissions

All fees and commissions must be made payable to the Company, unless otherwise specified in a Commission Disbursement Authorization prepared by Company Management. You will be paid out of the fees and commissions earned by you, and for which you are the procuring cause, based on the terms mentioned in your Independent Contractor Agreement.

Notwithstanding anything set forth in the Sales or Broker Associate’s Independent Contractor’s Agreement:

(a) The Company’s Commission Programs are attached as Exhibit A to the Company’s Independent Contractor Agreement Between the Company and Sales or Broker Associate. The Company may change the terms of the Company’s Commission Programs upon Notice to Sales or Broker Associate.  Upon execution of the current Company’s Independent Contractor Agreement, and prior to termination thereof, Sales or Broker Associates have the right to elect a Commission Program by delivering a completed, signed and dated Company’s Commission Program Election Form together with the first payment of the membership fee, if any, to the Company. If that Associate fails to properly elect a Commission Program as provided herein or to pay the fee due thereon when due, Associate shall be deemed to have elected the default program.

(i) Errors and Omission Insurance Fee. For each transaction, Sales Associate shall pay Broker an errors and omission insurance fee in the set forth on the attached Company’s Commission Program Exhibit.

(ii) Compliance Fee.  Broker’s will charge all clients a Compliance Fee (in the amount based upon the commission program elected by Sales Associate and set forth in the attached Commission Program Exhibit).

(iii) Associate Program Change.  Associate may change its program election at any time, but only one time in each calendar year, by delivering to Broker a completed, signed and dated Commission Program Election Form setting forth the new election together with the first installment of the annual fee, if any; the change to the Associate’s elected Commission Program shall be effective thirty (30) days following Notice to Broker with completed, signed and dated Program Election Form and any fee due thereon.

(b) Commissions following Termination.  Upon termination for any reason, to compensate Broker for liability and expense associated any pending sales at the time of Sales Associate’s termination, the Company shall be entitled to retain 20% of the net commission payable to Sales Associate for any sale which closes following Sales Associate’s termination.

(c) All Compensation through the Company Only.  Sales Associate is prohibited from receiving any monies related to sales activity, directly or indirectly. All such monies must be paid directly to the Company for disbursement to Sale Associate pursuant to the parties’ Agreement. It is a violation for a Sales or Broker Associate to accept advances, lease renewal commissions, kickbacks, referral fees or rebates, unless specifically disclosed, in advance, in writing, to all interested parties. In the event Sales Associate is entitled to reimbursement of promotional costs or any other expense from a client, funds must be payable to the Company and will be disbursed to Sales Associate as appropriate.

(d) Reductions. Sales or Broker Associates have no authority to reduce commissions.  Any reductions to a commission must be approved by the Broker.  Notwithstanding any agreement to permit a reduction, no reduction to a commission shall reduce the Company share of the commission.

(e) Disbursements.  The company will disburse Sales or Broker Associates agreed share of commissions within three (3) business days following: (i) following Broker’s receipt of clear funds together with (ii) a final closing statement, complete documents package with fully executed sale (or lease) agreement with any and all addenda and riders thereto; (iii) copy of the MLS showing status as closed; and (iii) Sales Associate’s submission of a signed Commission Breakdown. The company also may also pay immediately by ACH upon receipt of funds. We also offer a CDA (Commission Disbursement Authorization) at closing; just upload all the documents for approval and get paid as soon as you have the HUD or CD.

4.9 Tax Reporting

At the end of each calendar year or as soon thereafter as possible, the Company will provide you with an Internal Revenue Service Form 1099 setting forth compensation paid to you. Your income earned and expenses incurred have significant tax consequences. You are encouraged to get competent independent tax advice and keep accurate records of earnings and expenses.

4.10 Deductions

All expenses of any kind incurred by you with the Company; or incurred by the Company on your behalf, including unpaid draws and advances, expenses for advertising, supplies, signs, etc., and/or any such expenses that you have agreed to pay the Company but have not paid in accordance with Company policy, will be deducted from the next commission payments due you.

4.11 Trust Fund Handling

Florida law regulates the handling of Earnest Money deposits and you must comply with these laws. As a regular part of the real estate business, you will receive funds on behalf and for the benefit of others, i.e. “trust funds.” The Department of Real Estate Reference Book defines trust funds as “money or other things of value that are received by a Broker or salesperson on behalf of a principal or any other person, and which are held for the benefit of

others in the performance of any acts for which a real estate licensed is required.” The most common types of funds are earnest money deposits. Improper trust fund handling may lead to civil, criminal and Real Estate Commission action against you and the Company. Remember, you are handling someone else's money.

You are generally required to deposit trust fund money immediately and not later than the one business day after receipt, unless specifically authorized to hold the funds un-cashed in writing by all parties involved in the transaction. When you are representing a buyer, you must ensure that earnest money deposits are made payable directly to escrow and reported to Managing Broker. IT IS UNPERMISSIBLE TO RECEIVE FUNDS IN YOUR PERSONAL NAME OR ACCEPT CASH PAYMENTS FROM CLIENTS. If a check was made under your name by mistake you MUST immediately endorse it to the “ESCROW AGENT” that can be either a real estate attorney or title company.

This office does have an escrow account for sales or rentals purposes. The office also has an exclusive account for property management agreement and a separate account for deposits and

4.12 Identity Theft

Identity theft is a growing concern. So, it is essential that you treat with care and confidentiality all files containing names, addresses, phone numbers, social security numbers, credit card information or any other personally identifiable information. You must assure that any files containing such information that remain in your possession be kept in a secure location and/or disposed of properly.

4.13 Safe Driving / Automobile

You are expected to keep your automobile in a clean, properly maintained, and safe operating condition at all times. Remember: You are responsible for damage or injury caused while driving. It is your obligation to drive in a safe, responsible and alert manner; and maintain Automobile Insurance with sufficient liability limits.

4.14 Personal Transactions

You may have up to (1) transaction per year of your own personal property on either the buy or sell side and not pay a company split. A $350 processing fee will be charged on each transaction. You must disclose in writing that you are a real estate licensee whenever you buy or sell property in which you have an ownership interest, or where you have a special relationship with a buyer, or where there is a possibility that you could acquire indirectly a financial or legal interest in the property.

4.15 Vacations

As an Independent Contractor, you are entitled to schedule vacations. However, if there are any pending transactions, please advise the Broker of your vacation schedule and how any pending business will be handled in your absence.

4.16 Anti-Trust Guidelines

Do not engage in any verbal or written conversations with agents or brokers with other companies regarding:

a. The setting of commissions, charges or other fees to the public;

b. Boycotting or not doing business with a particular competitor;

c. The setting of rates or percentages of shared commission compensation to

cooperating brokers.

4.17 Transaction Coordinators

Our company does not provide a transaction coordinator (T.C.) service. Staff is available to you to help maintain your files. You are responsible to see that the transaction file is complete and complies with all legal and association requirements.

5. Handling Clients

5.1 Proprietary Information

Treat all client information as confidential and proprietary. You have a fiduciary duty to your clients and must never use any information learned during the course of your representation of your clients in any manner adverse to their interests.

5.2 Fair Housing

The Company is committed to equal opportunity, fair housing and complying with all applicable local, state and federal fair housing laws. To that end, we do not discriminate on the basis of any arbitrary classification, including, but not limited to, the following: Race, Color, Religion, Sex, Handicap or disability, Familial status, National origin, Sexual orientation.

5.3 Agency Relationships and Duties

A. Recognized Forms of Agency

The Company recognizes two forms of agency:

1. “Agency” or Single Agent (Seller’s Agent exclusively or Buyer’s Agent exclusively)

2. “Transaction Brokerage” (Broker assists one or more parties throughout the

transaction without being an advocate for any party.)

If the Company has the listing, we represent the seller only, unless you or another licensee working for the Company also brings in the buyer, in which case transaction-brokerage exists.

If the Company is working with the buyer and does not have a listing agreement with the seller, we represent the buyer exclusively.

There are two types of brokers – the employing broker and the employed sales or broker associate. Each sales or broker associate within our company is an independent, stand-alone broker for the purposes of establishing a brokerage relationship.

B. Duties and Standards of Conduct

When you represent a principal in a transaction you have a fiduciary duty to that person. This means you have a duty of utmost care, integrity, honesty and loyalty in dealings with that principal. In addition, a listing agent owes the buyer, and a buyer’s agent owes the seller the following duties:

a. Honesty

b. Good faith and fair dealing

c. Disclosure of known facts materially affecting the value or desirability of the property that are not within the diligent attention or observation of the parties

d. The exercise of reasonable skill and care in performance of your duties

C. Agency Disclosure Requirements

You must provide a disclosure form in every applicable transaction. If you represent the seller, you must provide the disclosure form to the seller BEFORE entering into the listing agreement. Inform the seller of our policy regarding agency as set forth above. If you represent the buyer, the law requires that you must provide the buyer with an agency disclosure as soon as practicable BEFORE executing an offer to purchase. When you present an offer and this office is not the listing agent, you must also provide a new agency disclosure to the seller as soon as practicable BEFORE presenting an offer. Delivery of the disclosure to the listing agent is generally sufficient.

5.4 Taking Listings

Florida law requires that a compensation agreement be in writing and signed by the party to be charged in order to be enforceable. If someone signs on behalf of another, you must have written evidence of the authority to act, such as a power of attorney or letter of administration. If the property is in escrow, make sure the listing does not expire before close of escrow. Get all modifications or extensions in writing. All listings are taken in the name of the Company, which reserves the right to reassign the listing upon request of the seller, or if the listing has not been handled properly.

Associate may have the privilege to enter their own listings into MLS as long as Broker receives: All associates MUST be a member of a local association and have MLS access.

Disclosures, Listing Contract, and addendum e-mailed or submitted through the back-office portal within 24 hours of listing being entered.

If Broker does not receive these three (3) items, then Broker will withdraw listing entered into MLS and may revoke Associates privilege to enter own listings. If associates prefer to email or fax documents, please do so to:

Email: info@premierlivingrealestate.com / Fax #: 888-449-2470

5.5 Negotiating Commissions

The commission paid by client is negotiable. You will receive your commission minus the Company split and Risk-Management fee. The Company reserves the right to set any fees when it is necessary.

5.6 Conducting Open Houses

NAR suggests guidelines when conducting open houses, you should follow these guidelines.

5.7 Showing Properties

The NAR has guidelines when showing property, you should follow these guidelines.

5.8 Drafting and Negotiating Contracts

A. When preparing an offer to purchase on a purchase agreement form or completing an addendum or counter-offer form:

a. Fill in all blanks or place a line through them.

b. Review any written sentences or paragraphs to see if they can be clearly understood by someone who is not familiar with the discussions you may have had with your client.

c. Review this document in light of all prior offer terms, addenda and/or counter-offers to make sure that there are no ambiguities or conflicts between the various terms.

e. Review the document to be sure it reflects your client’s wishes prior to asking them to sign.

B. Remember, as a listing agent, you must present all offers to the seller, even if the property is in escrow, unless the seller has given you written instructions to the contrary. Upon receiving the offer, review it thoroughly for completeness, accuracy and clarity. Pay close attention to time limits set out in the offer, ESPECIALLY the time within which the seller must respond. Make an appointment as soon as possible to present the offer.

C. As with all contracts, you must obtain all parties’ signatures. If a party signs on behalf of another, you must have evidence of that person's authority to do so in writing. If you must present an offer missing a signature, you must disclose this fact to the seller or listing agent. Be sure to condition the offer on obtaining any missing signature(s).

D. If your clients receive a counter-offer, be sure the terms are clear and complete. Be sure to review it against the original offer to purchase and all previous counter-offers. Act expeditiously to present the counter-offer for consideration, signature and timely delivery to the other agent.

5.9 Referral Fees

The Real Estate Settlement Procedures Act (RESPA) prohibits the payment of cash or anything of value from one settlement provider to another settlement provider (real estate agent, lender, Title Company, etc.). One exception is between real estate brokers for the referral of clients, in which case referral fees may be paid or received.

Referral fees from one brokerage to another are usually 25% to 30%.

6. Maintaining Files

6.1 General

Your files are a record of every event relative to your dealings with your client on a listing, sale, lease, or management transaction. Company must retain copies of all listings, deposit receipts, cancelled checks, and other documents executed by you or obtained by you in connection with a real estate transaction, whether the transaction is consummated or not. Company must maintain a neat and orderly file on every listing and sale on which you work. All files are the property of the Company and are to remain in the Company's possession; and then held in storage in accordance with Florida Law after which time they may be destroyed properly.

6.2 Broker Review

You must submit all required documents to the Managing Broker or his/her designee within 48 hours after receipt by you. Management will review the documents for completeness and accuracy. Remember, your file must be complete to receive compensation. Transaction checklists are available from Management at any time and posted on back office transaction manager.

6.3 File Requirements

a. Transaction file requirements are available from Management upon request and posted on Company website.

b. Be sure all documents contain signatures of all parties required to sign and are dated correctly.

c. If you are not sure how to maintain a proper file, get help from Management.

6.4 Get It in Writing

As a general rule, all agreements must be in writing. In fact, if you don't have a written agreement with the principal, you may not receive your commission. If you discuss anything with any party or another broker/agent, always confirm your discussions and understanding with a written follow-up to that party or broker/agent. Never sign anything on behalf of your client, another agent, broker or anyone else.

6.5 Do Not Use Outdated Forms

Always use current forms. Keep your on-line forms database up to date with the most current forms. If the sales or broker associate needs a form or document that he/she cannot locate on form simplicity or another shared network, she/he needs to contact the broker or processor for assistance.

7. Personal Assistants

7.1 General

Generally, as your business increases, you may find hiring a personal assistant to be helpful.

In hiring a personal assistant, you become an employer and have employer responsibility in that relationship. Interviewing, hiring and contracting with the assistant will be solely up to you. You agree that any assistant you hire will be required to abide by this Policy Manual.

Any compensation due the assistant shall be arranged between you and your assistant and will be your responsibility.

7.2 Unlicensed Assistant

Unlicensed personal assistant may not engage in any activity which requires a real estate license. The Company shall never be obligated to pay your personal assistant.

7.3 Sales or Broker Associates – Personal Assistant Contract

You are required to have a written agreement with your personal assistant that expresses the nature of the relationship and each party’s duties and responsibilities.

7.4 Workers Compensation

No Workers Compensation insurance is provided by the Company for assistants hired by agents. Agents who hire assistants may be responsible for providing Workers Compensation insurance for those assistants where required. Agents should discuss this situation with a Workers Compensation insurance representative.

7.5**.** Hold Harmless**.**  Premier Living Real Estate, Inc. is not responsible for and shall be held harmless from, and indemnified against, any claim or liability arising in connection with the use of any actions of the associate. Further, the undersigned agrees to hold harmless for any personal injury or loss, or damage to any property, which may result from use of any parking area or facility.

8. Advertising Guidelines

8.1 General

Anytime you advertise property you must include the term "Broker," "agent," "licensee" or "REALTOR®."

8.2 Legal and Ethical Considerations

As an associate and licensee, you have both a legal and ethical obligation to be truthful when advertising property or services. All advertising must comply with all local, state and federal advertising requirements as well as the NAR Code of Ethics. Any false or misleading advertisement will immediately be withdrawn by the Company. Legally, you may be held liable for fraud, intentional misrepresentation, or negligent misrepresentation if you make material false statements or material omissions in an advertisement. Additionally, you may face disciplinary action from the Florida Real Estate Commission.

8.3 Company Name and Logos

The Company's name and/or logo must be included in all advertisings and conform to the Company's graphic standards regarding the style, color and uses of the name and logo.

8.5 Telephone: Do-Not-Call Compliance

You are required to comply with the do-not-call laws which generally prohibit “telephone solicitations” to residential and cell phone numbers registered on the National Do-Not-Call Registry.

a. You may not call anyone at their home or cell phone number if listed on that

Registry unless an exemption applies. Exemptions include written permission or an established business relationship in the past 18 months.

b. Cold Calling: You are encouraged to explore cold calling as a method of business promotion, but you must comply not only with the do-not-call rules, as well as other cold calling requirements as follows:

1. You may not call a residence before 8:00 AM or after 9:00 PM.

2. You must provide the called party with your identity and telephone

number where you may be contacted.

3. You may not call any emergency lines, health care facilities, radio common carrier services (cellular or paging services) or any service for which the called party will be charged for the call.

c. It is your responsibility to adhere to this policy and will be solely responsible for any violation, including any fines, penalties, damages recovered, settlements or attorney’s fees and costs.

8.6 Fax Advertising

There are state and federal laws prohibiting faxing to recipients with unsolicited commercial advertisements or solicitations. Exemptions include prior permission or an established business relationship.

8.7 Fair Housing

The Company is committed to equal opportunity and fair housing in all of its advertising. Be aware that the selective use of words, phrases, symbols, visual aids and media in the advertising of real estate may indicate preferences held by the advertiser and lead to allegations of discriminatory housing practices. Words in a real estate advertisement which indicate a particular race, color, sex, handicap, familial status or national origin are considered likely violations of the Federal Fair Housing Act and may not be used in Company advertisements.

8.8 Approval

Any and all advertising, letters, flyers, cards or any written communications or direct mail, related to Premier Living Real Estate’s sales, rental, transaction or activity must be approved in writing by the managing broker prior publication. Premier Living Real Estate, Inc. has forms and letters that are pre-approved.

8.9 Pictures

a) Per MLS and Association rules, at least one picture must be input in every listing. However, the company requires at least eight (8) representative pictures of the property.

b) Listings over $400,000.00 must have professional pictures.

c) Pictures of bathrooms: toilet lid has to be down.

9. Policy against Harassment

9.1 Company Policy

It is the policy of the Company that its employees, associates and visitors be free of harassment. Harassment is damaging to morale, serves no legitimate business purpose, is unlawful, and exposes the Company and the individuals involved to significant legal liability.

9.2 Enforcement

If you believe that you have been harassed, please bring the problem to the attention of the Managing Broker. You do not have to put your complaint in writing, but it is helpful to provide details about dates, times, places, and witnesses to the harassment. All complaints will be investigated promptly by designated Company management. If your complaint of harassment is found to be totally and completely without basis, appropriate measures may be taken against you.

9.3 Sales or Broker Associates Team and/or Partnership

If two or more Broker or Sales Associates desire to work together as partners, the Company must be informed in advance and a commission pooling agreement, in a form approved by the Company signed by all parties.

10. Litigation and Claims Handling

10.1 General

You are required to:

A. Promptly notify your Broker of any claim or potential claim made against you and/or the Company, including any demand received by you for money or services alleging a negligent act or omission; any notification of the commencement of a lawsuit, arbitration or mediation process; or any written or verbal notice or threat that anyone intends to hold you and/or the Company responsible for any alleged wrongdoing.

B. Cooperate with the Company in the defense of a claim.

C. Promptly pay to the Company any amounts due hereunder upon notice to you from the Company.

10.2 Legal Defense

A. When a claim or demand is made, or a lawsuit or other action is filed, against either you or the Company by a third party which alleges any breach of any duty, error or omission, or negligence in the performance of “Professional Services,” as that term is defined in the Company’s Errors & Omissions Policy of Insurance, for activities covered by the Insurance Policy, then the Company shall defend the claim, and the cost of such defense shall be allocated as set forth herein.

B. Company has the right to make all decisions concerning the defense of the claim, including choice of counsel. In the event you object to any decision made by the Company, you may obtain your own attorney at your own expense; however, you shall not be relieved from the obligation to pay your portion of the cost of the claim as set forth herein.

10.3 Allocation of Costs of Defense

A. Except as provided below, the cost of defense of the claim, or to defend or protect against any potential or possible Claim where the Company or you are not involved as a party, including attorney's fees, and the cost of any settlement or a judgment (collectively the “Costs of Defense"), shall be allocated between the Company and you in the same percentages as per your Independent Contractor Agreement or prospective transaction that led to the Claim, whether or not the transaction actually closed.

B. You shall be responsible for all Costs of a claim if you fail to follow any law, regulation or Company policy as set forth in this Policy Manual, and that failure results in a judgment or other final adjudication based on that failure.

C. You shall be solely responsible, and shall reimburse the Company, for all of the Company’s Costs of Defense if a judgment or other final adjudication on any claims adverse to the Company and/or you:

1. Establishes that dishonest, fraudulent, criminal, or malicious acts, errors or omissions were committed; or,

2. Results in a finding of intentional tort, slander, defamation or any conduct which leads to the imposition of punitive, exemplary or multiple damages, or fines or penalties; or,

3. Establishes discrimination on the basis of race, creed, religion, ethnic background, national origin, age, sex, handicap, familial status, physical disability, sexual preference, or any other

unlawful classification; or,

4. Results in a finding of pollution or any wrongful act in connection with any such pollution, including the discharge release or escape of any hazardous materials as defined in the Insurance Policy; or,

5. Result in a finding of any liability for claims for damage to property or death or injury to persons arising out use, removal or exposure to goods or products, in any form, composed in whole or in part of lead, asbestos or asbestos related materials.

10.4 Disputes during Escrow

If a dispute arises during an escrow between seller, buyer, the cooperating broker and/or the Company:

A. Which cannot be resolved by negotiations between the parties and the agent(s) involved; and

B. The Company determines that it is in the best interest of the Company to resolve the matter during escrow rather than risk a potential claim or litigation after close of escrow; then Company Broker has the right to negotiate a resolution of the dispute which may involve a reduction in the commission to be received, or a credit given to one of the parties.

In that event, and regardless of actual Company or agent liability or responsibility in the dispute, the agent(s) and the Company will participate in the commission reduction or credit pro rata.

10.5 Agent-Owned Property

Any property in which you have, or will acquire, an ownership, financial or other legal or other interest, is “Agent-Owned Property.” The Company’s E&O Insurance Policy governs coverage of the sale or purchase of any Agent-Owned Property. In any sale or purchase of Agent-Owned Property not covered by the E&O Insurance Policy, you shall be solely responsible for costs of defense, settlement or judgment on any claim, suit or action of any nature arising therefore.

In the event you are selling or purchasing Agent-Owned Property, you must:

1. Notify the Broker in advance;

2. Obtain, in advance, your Broker approval of all marketing material and disclosure documents; any purchase contract provisions prior to their execution; and any correspondence or other writings that pertain to the purchase or sale;

3. Not represent buyers or prospective buyers in the sale of Agent’s Property;

4. Notify the Broker immediately in the event that any of the Company’s agents writes an offer on your property.

11. Dispute Resolution

11.1 Intra-Office Dispute Resolution

All disputes involving you and another associate of the Company will be promptly reported to the Managing Broker. The Broker, or designated members of the management team, will attempt to resolve the dispute through informal mediation in which all affected Sales or Broker Associates are expected to participate. You agree that all disputes involving another associate which cannot be resolved by the Company, and disputes involving the Company, will be resolved by binding arbitration with the local Association of REALTORS® in accordance with the bylaws and rules the in effect.

11.2 Third Party Disputes

You are required to immediately notify your Managing Broker of any dispute or claim involving you, another associate of this office, the office itself, the Company, and a third party, including brokers and associates of other brokerages. The Company will make all reasonable efforts to resolve the dispute informally. Any such resolution will be binding on the agents involved in the dispute or claim.

11.3 Insurance on Personal Property

The Company disclaims any responsibility for Sales Associates Personal Property.  Broker’s recommends that Sales Associate maintain insurance policies to protect against loss of any items belonging to Sales Associate.

11.4 Office equipment, supplies, reference materials, files, etc.

shall NOT be removed from the Office without Broker’s prior approval.  The Receptionist’s are the property of the Company and Sales Associate shall not remove any item from these desks. Upon termination from the Company, Sales Associate shall return all the Company equipment, keys, supplies and reference materials.

12. Termination

12.1 Grounds for Termination

Your association with the Company can be terminated by either party, with or without cause, at any time.

12.2 Associate’s Compensation on Termination

If Association with the Company is terminated while you have any listings or pending transactions that require further work normally rendered by you, the Managing Broker will make arrangements with another Associate Broker in the Company to perform the required work. The licensee performing the work shall be reasonably compensated for completing work on those listings or transactions, and such reasonable compensation shall be deducted

from your share of the compensation. Except for such offset, you shall receive the compensation due as specified in the Independent Contractor Agreement.

12.3 Listings

Listings are the property of the Company, even upon your termination. Within 24 hours after notice of termination by either party, you must provide your Management with a list of all active listings taken by you, and all pending transactions in which, if completed, you will be entitled to compensation from the Company in accordance with the terms of your Independent Contractor, or other written agreement.

12.4 Clients Agreements

Sales or Broker Associates shall NOT give legal advice, directly or indirectly. The Company policy is to recommend to all clients that the client retain counsel to ensure full and complete understanding of their Agreements prior to executing any agreement. Sales or Broker Associates shall NEVER give an opinion on title.

12.5 Confidentiality and non-disclosure**.**  The Company shared information with Sales or Broker Associate is only available to the Associate while the Associate is registered under the Broker’s license. Once the Associate leaves the Company, he/she agrees to keep all the information confidential this includes, but is not limited to, the following examples:

* Compensation data
* Financial information
* Marketing strategies
* Company forms and processes
* Pending projects and proposals
* Personnel/Payroll records
* Vendor lists
* Client lists
* Communications between Company and its employees, agents, vendors, clients
* Client personal and confidential information.

Sales Associates who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action as well as all legal and equitable remedies available.

Acknowledgement:

I, the undersigned Sales or Broker Associate for Premier Living Real Estate, Inc. do hereby acknowledge that I have received, read, understand and agree to abide by the Policies and Procedures stated herein and all subsequent amendments.

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Agent Name Signature Date

This acknowledgement must be returned to Management upon joining Premier Living Real Estate and a copy will be placed in the Sales or Broker Associates’

file.

Received by: Date:

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