

Agent Associate

Policy Handbook

The policies and procedures in this manual are not intended to be contractual commitments by Absolute Investments, Inc. dba RED STICK Realty, and Agent Associates shall not construe them as such.

The policies and procedures are intended to be guides to management and are merely descriptive of suggested procedures to be followed. Absolute Investments, Inc. dba RED STICK Realty reserves the right to revoke, change or supplement guidelines at any time without notice.

No policy is intended as a guarantee of continuity of benefits or rights. No contractual commitments and/or permanent employment or employment for any term is intended or can be implied from any statements in this handbook.

In the event that an Agent/Associate has questions that they cannot find answers in this handbook they are to contact Ginger Murray directly.

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Our Company

Introduction

Welcome Letter _____ **1010**

Welcome to RED STICK Realty! We are glad that you chose us and wish you every success here.

We believe that each agent contributes directly to RED STICK Realty's growth and success, and we hope that you will take pride in being a valuable member of our team.

This handbook was developed to describe some of the expectations of our agents and to outline the policies, programs, and resources available to agents.

We hope that your time here will be a positive, enjoyable, fulfilling, and rewarding experience.

Company Objectives _____ **1030**

RED STICK Realty projects a positive atmosphere of individual and Company growth by realizing and promoting these and other topics:

- The agents' role in the success of the business;
- The importance of the real estate buying and selling public and the value of their satisfaction;
- The potential areas for growth in relation to foreseen needs of the real estate buying and selling public;
- The company's role of service and support to the surrounding community; and
- The company's encouragement of agents' activity in community organizations.

Statement of Commitment to Agents _____ 1060

RED STICK Realty is committed to offering the opportunity to their agents to obtain goals in their real estate career and in life.

RED STICK Realty believes that the work environment and compensation structure are competitive in today's real estate industry. If agents have concerns and/or ideas about any condition and/or procedure, they are strongly encouraged to voice their concerns and/or ideas openly and directly to the office manager and or Broker. Our experience has shown that when agents openly express their feelings, it opens up the office environment so that communications can be clear, and attitudes can be positive. We believe that RED STICK Realty demonstrates its commitment to its agents and support staff by, but not limited to the following:

- The company's recruitment and selection of highly capable and innovative agents;
- Management's commitment to provide a work environment and leadership which unites agents and generates enthusiasm for the company and its services;
- A commitment to following all local, state, and Federal Laws and the National Association of REALTORS® Code of Ethics;
- An understanding of the importance of the agents' role in the company's success; and
- A commitment to provide training and development to succeed in the real estate industry.

Continuity of Policies - Right to Change or Discontinue _____ 1070

To preserve the ability to meet company needs under changing conditions, RED STICK Realty may modify, augment, delete or revoke any and all policies, procedures, practices, and statements contained in this manual at any time without notice.

Such changes shall be effective immediately upon approval by management unless otherwise stated.

Acknowledging Receipt of Policy Handbook ____ 1080

The following page shall be removed and returned to the office manager and/or Broker within 5 days of entering into an independent Contractor's Agreement with Absolute Investments, Inc. dba RED STICK Realty.

Acknowledging Receipt of Policy Handbook

I have received my copy of the *Agent Associate Handbook* that outlines the policies, practices, and benefit guidelines of the company, and I have read and I understand the information contained in the handbook.

Since the information in this handbook is necessarily subject to change as situations warrant, it is understood that changes in the manual may supercede, revise, or eliminate one or more of the policies in this handbook. These changes will be communicated to me through official notices. I accept responsibility for keeping informed of these changes.

Agent's Signature

Date

Name [Please Print]

REMOVE this page. FILL it OUT and RETURN it to the OFFICE.

FOR OFFICIAL USE ONLY:

Received By:

Signature

Print

Date

Equal Opportunity _____ 2010

Equal Opportunity is RED STICK Realty policy. It is our policy to select the best-qualified person for each position in the organization.

No associate/agent of the company will discriminate against an applicant for employment or a fellow associate/agent because of race, creed, color, religion, sex, national origin, ancestry, age, or other physical or mental disability. No associate/agent of the company will discriminate against any applicant or fellow associate/agent because of the person's veteran status.

This policy applies to all practices and personnel actions including advertising, recruitment, testing, screening, hiring, selection for training, upgrading, transfer, demotion, layoff, termination, rates of pay, and other forms of compensation or overtime.

Recruitment 2020

RED STICK Realty provides equal employment/contractual agreement opportunity to all applicants on the basis of demonstrated ability, experience, and training.

As positions become available within the company, prior to outside recruitment, Broker and/or office manager shall determine the availability of qualified candidates within the company. Recruitment may be conducted through schools, employment agencies, and company advertising.

Agents that would like to participate in recruiting agents for increasing commission brackets need to turn in the prospective list of names to the office manager or Broker. All prospects have to go through the interview process. All advertising for this program has to be approved through the office manager and/or Broker.

Contact the office manager and/or Broker to discuss the most appropriate method of recruitment.

Sexual Harassment _____ **2040**

RED STICK Realty will not allow any form of sexual harassment within the work environment.

Sexual harassment interferes with work performance; creates an intimidating, hostile, or offensive work environment. Sexual harassment influences or tends to affect the career, salary, working conditions, responsibilities, duties, or other aspects of career development of an employee or prospective employee; or creates an explicit or implicit term or condition of an individual's employment. It will not be tolerated.

Sexual harassment, as defined in this policy, includes, but is not limited to, sexual advances, verbal or physical conduct of a sexual nature, visual forms of a sexual or offensive nature [e.g., signs and posters], or requests for sexual favors.

Substance Abuse _____ **2060**

RED STICK Realty's Broker and/or office manager is responsible for assisting every agent/associate who has personal problems, which may, or do, impact his or her work performance or attendance at work. Such problems may include alcohol or drug abuse and psychological problems. Sometimes, the problems are multi-faceted and have family relationships as a cause. An example of this would be severely ill parents who cannot care for themselves.

Any psychological or physical problem that affects an agent/associate's work performance or causes an abnormal work atmosphere is the concern of management.

Counseling and referrals are provided on a confidential basis as long as the agent/associate is not pending any disciplinary action. An agent/associate who admits that they might have an alcohol or drug problem must agree to abstain from the substance involved, and not violate any company rules or prohibitions by misconduct related to alcohol or drug use or otherwise violate any company rules or prohibitions.

Nothing contained in this policy shall eliminate or modify the company's right to terminate any agent/associate at any time for any reason.

Smoking _____ **2070**

No smoking will be allowed in the office area at any time. This policy is for the health and safety of all agent/associates.

With the current evidence that smoking is dangerous and injurious to a person's health, agent/associates are encouraged not to smoke.

However, RED STICK Realty recognizes that the decision to smoke or not to smoke is a personal one. During working hours, our policy is to limit smoking to certain outdoor designated areas. Check with your supervisor.

Associates contracted with RED STICK Realty work on a voluntary basis.

It is expressly agreed and understood between the parties that the Salesperson or Broker, in the performance of his or her services hereunder, is not to be treated or otherwise considered as an employee of the Broker with respect to such services for federal tax purposes, or for any other tax purposes. It is further agreed and understood between the parties that the Broker will not withhold or pay on the behalf of the agent/associate Salesperson or Broker any amounts relating to federal, state and local income taxes, unemployment compensation, workers' compensation or any other employer liability or responsibility. The agent/associate Salesperson or Broker agrees and understands that he or she is totally responsible for the timely reporting and payment of all income taxes and other governmental liabilities resulting from the performance of his or her services hereunder, which is not borne nor shared by the Broker in any manner whatsoever.

If you are uncertain as to your status, please contact your supervisor/manager.

RED STICK Realty strives to provide its agent/associates with a safe and healthful workplace environment. To accomplish this goal, both management and agent/associates must diligently undertake efforts to promote safety.

It is policy that when showing property a customer/client should follow the agent/associate in a second vehicle. Do not let strangers in your vehicle.

It is policy that when an agent/associate is holding an open house there should be 2 people present. The second person may be another agent/associate, mortgage loan officer, friend or relative.

The company, through its supervisory personnel, shall develop and implement safety rules and regulations. This process will be ongoing and will provide agent/associates information and safety tips for being out on the job.

Agent/Associates shall devote their full time skill and attention to the performance of their job responsibilities utilizing the highest standard of care and good judgment. Agent/Associates will follow all safety rules and regulations at all times including the use of devices, or equipment, attendance at training sessions, and follow the directions of warning signs or signals or the commands or directions of supervisory personnel.

Safety rules and regulations will be issued or modified from time to time and shall be effective immediately. Rules and regulations will be distributed to agent/associates. Safety first!

Anniversary Date and Reinstatement _____ 2100

An agent/associate's anniversary date is defined as the date he or she signed the Independent Contractor Agreement with the company.

An agent/associate who leaves the company for any length of time then returns must sign another Independent Contractor Agreement their anniversary date shall be the date of the latest Agreement.

RED STICK Realty is under no obligation to resign former agent/associates.

Extended Absence _____ 2120

During the time of an extended absence due to any reason, during which the agent/associate is not capable of performing his or her duties or assignments the agent/associate may choose another agent/associate to be assigned to their current customer/clients or active files. The Agent assignment form must be filled out completely and approved by the Broker. If agent/associate does not or cannot choose a fellow agent/associate, the Broker will assign the new agent/associate. The compensation will be adjusted to the percentage of servicing done by the new Associate assigned. The compensation shall be in writing on the Agent assignment form.

Performance improvement may be suggested whenever company management believes that an agent/associate's performance is less than satisfactory and can be resolved through adequate counseling. Corrective counseling is completely at the discretion of company management. The company desires to protect its investment of time and expense devoted to agent/associate orientation and training whenever that goal is in the company's best interests. The company expressly reserves the right to discharge "at will." Even if corrective counseling is implemented, it may be terminated at any step at the discretion of management. Management, in its sole discretion, may warn, reassign, suspend, or discharge any employee at will, whichever it chooses and at any time.

The Broker will determine the course of action best suited to the circumstances. The steps in performance improvement are as follows:

Verbal counseling — As the first step in correcting unacceptable performance or behavior, the supervisor/manager should review pertinent job requirements with the employee to ensure his or her understanding of them. The supervisor/manager should consider the severity of the problem, the agent/associate's previous performance appraisals and all of the circumstances surrounding the particular case. Stating that a written warning, probation, or possible termination could result if the problem is not resolved should indicate the seriousness of the performance or misconduct. The agent/associate should be asked to review what has been discussed to ensure his or her understanding of the seriousness of the problem and the corrective action necessary. The Broker/manager should document the verbal counseling for future reference immediately following the review.

Written counseling — If the unacceptable performance or behavior continues, the next step should be a written warning. Certain circumstances, such as violation of a widely known policy or safety requirement, may justify a written warning without first using verbal counseling. The written warning defines the problem and how it may be corrected. The seriousness of the problem is again emphasized, and the written warning shall indicate that probation or termination or both may result if improvement is not observed. Written counseling becomes part of the agent/associate's personnel file, although the Broker/manager may direct that the written warning be removed after a period of time, under appropriate circumstances.

Terminating Contractor Agreement — If the problem has not been resolved through written counseling or the circumstances warrant it, or both, the agent/associate's real estate license will be returned to the Louisiana Real Estate Commission within 2 working days of the agent/associate's independent contractor agreement being ended.

Involuntary Termination — The involuntary terminations notice is prepared by the Broker. The Broker in writing notifies the agent/associate of the termination. Involuntary termination is reserved for those cases that cannot be resolved by corrective counseling or in those cases where a major violation has occurred which cannot be tolerated.

Terminations are to be treated in a confidential, professional manner by all concerned. An agent/associate may be terminated at anytime with or without notice and for any reason whatsoever.

This policy and its administration will be implemented in accordance with the company equal opportunity statement.

The contractual agreement with the company is normally terminated through one of the following actions:

Resignation — voluntary termination by the employee;

Dismissal — involuntary termination for substandard performance or misconduct

Resignation

An agent/associate who wants to terminate the contractual agreement, regardless of classification, is expected to give as much advance notice as possible. Two weeks or ten working days is generally considered to be sufficient notice time. If an agent/associate resigns, must have all fees and dues paid to, but not limited to, Red Stick Realty, GBRAR and/or the Louisiana Real Estate Commission. The agent/associate must furnish the Broker/manager sign out forms or receipts as proof of payment. The Broker/manager may have the agent/associate complete an exit form prior to releasing their license to the Louisiana Real Estate Commission.

Dismissal

Substandard Performance — An agent/associate may be discharged if his or her performance is unacceptable. The Broker/manager shall have counseled the employee concerning performance deficiencies, provided direction for improvement, and warned the employee of possible termination if performance did not improve within a defined period of time. The Broker/manager is expected to be alert to any underlying reasons for performance deficiencies such as personal problems or substance abuse.

Misconduct — An agent/associate found to be engaged in activities such as, but not limited to, violating Federal & State laws, violating the REALTOR® Code of Ethics, theft of company property, insubordination, conflict of interest, not paying dues & fees, or any other activities showing willful disregard of company interests or policies, will be terminated.

Termination Processing Procedures

Within 3 working days of the notice to terminate the contractor agreement, the Broker/manager must receive all files any/all company owned property, including but not limited to signs, keys, files and paperwork. Broker/manager

The agent/associate must have all fees and dues paid to, but not limited to, Red Stick Realty, GBRAR and/or the Louisiana Real Estate Commission. The agent/associate must furnish the Broker/manager sign out forms or receipts as proof of payment. The Broker/manager may have the agent/associate complete an exit form prior to releasing their license to the Louisiana Real Estate Commission.

Any pending sales or active listings will be addressed as per the Independent Contractor Agreement.

Agent/Associate Disputes _____ 2170

If an agent/associate has a complaint or dispute immediately inform the Broker/manager so that it may be resolved. Any dispute or claim that arises out of or that relates to any Independent Contractor with RED STICK Realty, or that arises out of or that is based on the professional relationship shall be resolved by the Broker and/or arbitration under the rules and regulations of the National Association of REALTORS®, as amended to conform with Louisiana law. Any decision rendered in arbitration may be enforced through entry of a judgment by a court of competent jurisdiction.

Complaints by Clients or Customers _____ 2190

Upon receiving a complaint from either a client or a customer, the Broker/manager will discuss the issue with the Agent/Associate involved and determine whether the complaint is justified or unjustified. If the complaint is valid, the offending Agent/Associate may be assigned to do 2 – 10 hours of Approved Education. Depending on the severity of the complaint the Agent/Associate's Independent Contractor Agreement could be terminated.

All Agent/Associates with RED STICK Realty are Independent Contractors. In order to maintain or Independent Contractor status, the following items are both understood and followed in day-to-day operations:

Agent/Associates must pay their own dues, fees and supply bills timely.

Agent/Associates must turn in files and paperwork within times required.

Agent/Associates must pay their own auto expenses without compensation from Broker.

Agent/Associates must pay their own entertainment expenses without reimbursement.

Agent/Associate is not required to maintain floor day or duty schedules, nor forced to attend meetings.

Agent/Associate is not required to meet mandatory quotas.

Agent/Associates must follow ALL Louisiana Real Estate License Law.

Agent/Associates must follow ALL Rules and Regulations of the Louisiana Real Estate Commission.

Agent/Associates must follow the National Association or REALTORS® Code of Ethics.

Agent/Associates must follow ALL Local, State, and Federal Laws.

Agent/Associates must follow ALL policies and procedures to conduct business for RED STICK Realty and/or its Broker.

Agent/Associates must pay all of their own Local, State & Federal taxes.

Agent/Associate receives no minimum salary or sick pay.

Workday, Payday, and Pay Advances _____ 3030–50

Office Hours - 3030

Office hours are generally 8:00am to 5:00pm Monday through Friday. Saturday, Sunday and Holidays the office will be open by appointment only.

RED STICK Realty will attempt to notify agent/associates of any changes in workdays or workweek hour's one week in advance of the effective date of any such change.

Payday - 3040

Active agent/associates are paid their commission on a sale after RED STICK Realty has received and checked-in the completed office file, any and all company property included but not limited to signage, info box, lock box. The agent/associates compensation check will be available for pick up 24 hours after all above conditions are satisfied. If agent/associate has a balance due to RED STICK Realty and/or GBRAR the balance will be deducted from compensation check unless other arrangements are made prior to agent/associate collecting the check.

Pay Advances - 3050

It is the policy of RED STICK Realty to decline all requests for early compensation checks or pay advances for personal or business reasons.

Commission Splits _____ **3060**

RED STICK Realty has 2 different commission schedules for agent/associates.

70/25/5 – Agent/Associate receives 70% of Company compensation per transaction side that agent/associate represented a client/customer. Agent/Associate receives most materials for all transactions including but not limited to signage, flyer box, 100 copies per month. A transaction fee of \$250 is included in the 25% the company retains. The 5% goes toward agent/associate incentive programs. The 70/25/5 has a cap at \$15,000 per anniversary year. When an Agent/Associate reaches the cap they go to 100% compensation paying the \$250.00 transaction fee only.

100% - Agent/Associate receives 100% of Company compensation per transaction side that agent/associate represented a client/customer. Agent/Associate has to purchase all materials for each transaction. A transaction fee of \$250 is charged per transaction side. Agent/Associates are billed a \$250 Sponsorship fee per month for this plan payable by cash or check.

Agent/Associates choose their plans upon signing their Independent Contractor Agreement. Agent/Associates may switch plans once during the year of their contract or on their anniversary date.

Commission Disputes _____ **3070**

In the event of a dispute over commissions, it is the obligation of those agent/associates involved to amicably resolve the problem.

Agent/Associates must fill out the Commission Split area on the file checklists turned into the office.

In the event that a commission for a particular transaction is to be split differently, the agreement must be in writing at the time the agreement was made. A copy of said agreement must be given to the Broker/manager for approval and placed in the office file at that time.

When a dispute does arise, only upon request of one or both parties will the Broker enter and make the final decision. We work on a team basis. Full trust is necessary among all agent/associates. Violation of this trust will not be tolerated.

Company Commission _____ 3080

RED STICK Realty policy on Company Commission is to be called a Professional Service Fee. All fees listed below are based on Dual Agency sales and/or Listing Agreements.

The Professional Full Service Fee shall be a maximum of 10% for Commercial Sales with a minimum of 6%.

The Professional Full Service Fee shall be a maximum of 8% for Vacant land Sales with a minimum of 4%.

The Professional Full Service Fee shall be a maximum of 6% for Residential Sales with a minimum of 4%

The Professional Full Service Fee shall be a minimum of 4% for any transaction including a FSBO.

All above Professional Service Fees are based on a value of \$50,000 or greater. See Broker if the value is less than \$50,000.

Our Professional Service Fees are based on our costs to conduct business. There is no “going rate” or “industry average”. If asked about fees of others, advise that person to contact those firms directly.

At NO time do we ever discuss fees with competitors nor with anyone in the company to any agreement in restraint of trade. Any violation is in direct conflict with Federal law and Company policy. Stay legal.

Salary Administration _____ 3100

The management staff will meet during the first quarter of each year to budget the company's compensation package. They will establish a compensation pool for:

Commission Schedules and Bonuses;

Monies to be allocated to the continuation and expansion of the company benefits program; and

Monies to be budgeted for the addition of new services.

All active agent/associates will be notified of this meeting and are encouraged to attend and/or make suggestions for review.

Compensation Deductions _____ 3110

Deductions from agent/associates compensation shall only be authorized by the Broker and may include but are not limited to advertising costs, supplies, dues, transaction fees, membership fees, sponsorship fees, advances and or any other expense incurred by the agent/associate.

Reported Compensation _____ 3120

Every agent/associate will receive an annual 1099 Form, for all compensation received from the preceding year on or before January 31st. Any agent/associate who believes that his or her compensation is incorrect on any check, or on the 1099 Form should check with the Broker/manager immediately.

Bonus Programs & Awards _____ 3130

From time to time this office will participate in Bonus Programs. It must be stressed that these Bonus Programs are designated for self-challenge, not direct competition against colleagues.

Semi- Annual Bonus Awards-

These awards are given out for production during January 1 to June 30 and July 1 to December 31st every year.

150.00 Ruth's Chris Gift Certificate – 100% Agents need 10 transaction sides or 70/25/5 Agents need \$700,000 in Full Service Sales

Overnight Stay at a Bed/Breakfast in St.Francisville or the International House Hotel in New Orleans – 100% need 15 transaction sides or 70/25/5 Agents need \$900,000 in Full Service Sales

4 Day Carnival Cruise for 2 – 100% Agents need 20 transaction sides or 70/25/5 Agents need \$1,200,000 in Full Service Sales

On January 1 and July 1 Agent totals are zeroed and start over. Agents receive only one Award per session, for example if a 100% Agent has 17 transaction sides they get the overnight stay.

The winners every session will be announced in The Real Estate Finder and the monthly GBRAR magazine.

The dollar amount of the award is bonus compensation, and will be added to the IRS 1099 Form.

Office Procedures

Office Records _____ 4010

Office records are the sole property of the Company. Under no circumstances is it acceptable for agent/associates to peruse the accounting files, real estate files and or other administrative records without prior consent of the Broker/manager.

Company Property _____ 4020

Any property furnished for the purpose of obtaining and selling real estate are the sole property of the Company, and are to be returned upon request or termination. Company property includes but is not limited to signs, lockboxes, info boxes, prospect cards, copies of all agreements, this policy handbook, and whatever property purchased by the Company. Failure to promptly return Company property shall be dealt with as breach of trust or larceny, as appropriate.

Company materials that are purchased by agent/associates are exempt from the about and are the property of the agent/associate.

Taking the original of any document is larceny. Photocopying materials and removing them from the office is evidence of bad faith. Either occasion warrant prosecution by the Company.

Office Forms _____ 4030

Company approved forms are to be used for all transactions. All forms are available through email from the office. CD's with all forms are also available. All forms need to be turned in by filling out an interdepartmental envelope, placing the completed forms in the envelope and putting in the mail slot that drops in the Brokers office.

Listing Contracts _____ 4050

At the time of signing a Listing Agreement all Sellers should receive a copy of the Agreement IMMEDIATELY. Listing Agreements are for a 1 year term or longer for a commercial or vacant land or new construction listing and a 6 month term for a residential listing. A Listing Agreement shall not be considered ACTIVE until all of the following are submitted to the Broker/manager:

Completed Office Listing Checklist Form with all original documents and a copy of the agency disclosure pamphlet as per checklist must be turned into the office within 5 days or there is a \$5.00 per page per day fine

After approval, a copy of all documents shall be mailed to the seller(s) by the office.

It is necessary that all listing documents be filled out completely and accurately. Originals of all documents must be brought to the office within 5 days.

The Property Condition Disclosure Forms MUST be filled out by the Seller(s). It is better to get as many facts about the property upfront.

Agent/Associates must input the listing completely in the MLS as a active listing or a provisional listing depending on the Agent/Associates access with 24 hours of taking the listing.

All titleholders MUST sign the listing and marketing agreement. If the titleholder is a company then an authorized representative may sign the agreement. Agent/Associate must get written proof that Company representative is authorized to sign on behalf of the Company.

Cancellation of Listing Agreements _____ 4060

It is Company policy not to cancel listing agreements. Extenuating circumstances may dictate that a listing be suspended from showings or have another Designated Agent assigned. This should be discussed with the Broker/manager to determine the proper procedure. Under extreme situations, it may be necessary to prematurely terminate a listing agreement at the discretion of the Broker.

At the time of signing a purchase agreement the Buyer(s) must receive a copy of the agreement IMMEDIATELY.

Company Listing

Purchase Agreements shall not be considered pending on a Company listing until all on the following are submitted to the Broker/manager for inspection and approval:

Completed Office Listing Checklist Form with all original purchase documents and a copy of the agency disclosure pamphlet as per checklist must be turned into the office within 5 days or there is a \$5.00 per page per day fine

Selling package with all initial Selling Checklist items completed

Deposit funds in the form of a check or money order. **NEVER ACCEPT CASH!**

Cooperative Broker Listing

All originals including all pages of the Purchase Agreement, addendums and escrow funds must be photocopied after acceptance. All originals need to be immediately delivered to the Listing Broker Office and/or to the Designated Agent of the Broker. A full set of copies has to be delivered to our office and submitted to the Broker/manager for approval.

Completed Office Purchase agreement Checklist Form with copies of all documents and a copy of the agency disclosure pamphlet as per checklist must be turned into the office within 5 days or there is a \$5.00 per page per day fine.

After approval, a copy of all documents shall be mailed to the buyer(s) by the office.

The Purchase and Sale Agreement is a vital document in a transaction, it sets forth all terms under which a transfer of ownership will take place. It is necessary to be specific about all terms and conditions. It is important to list any personal property that is to be conveyed with the sale.

All titleholders MUST sign the purchase agreement. If the titleholder is a company then an authorized representative may sign the agreement. Agent/Associate must get written proof that Company representative is authorized to sign on behalf of the Company.

Presentation of the Purchase Agreement _____ 4080

All offers will be transmitted to your client by the Agent/Associate electronically or in person. In person is recommended. If done electronically original signatures have to be turned in so the client will have to mail or deliver their original signature pages to the office.

The final decision to accept or reject any offer must be made by the client with no pressure by the Associate.

In presenting an offer, it is suggested that a Seller Net Proceeds form be filled out and presented with the offer. It is important to fully explain the costs in the transaction without assuming the posture of an attorney. Do not practice law.

Remember, you are working for the client and that client's best interests but that does not relieve us of the obligation to treat all parties to the transaction fairly.

It is the obligation of the listing Associate to present the offer. If the Purchaser's Agent wishes to be present when the offer is submitted, that will be construed to be a reasonable request.

The Seller should be asked for permission for the Buyer's agent to be present.

Servicing the Transaction _____ 4090

It is necessary for both the listing and selling Associate to cooperate in servicing a transaction. The listing Associate will service as much of the transaction as possible as it relates to the seller's needs. The selling Associate shall satisfy the purchaser's demands. The Broker/Manager will offer whatever assistance possible.

An Associate **MUST** service the transaction and or Listing Agreement to receive full commission. If the Associate **DOES NOT** service the transaction and or Listing Agreement they will receive a minimum of a 20% in-house referral fee.

Property Management _____ 4090

It is the policy of the Company not to participate in property management. The Company does not allow Agent/Associates to participate in managing and/or collecting rents as per the rules and regulations of the Louisiana Real Estate Commission. Agent/Associates may be Leasing Agents were there is no management or collecting of rents and/or deposits involved. A leasing agent may only find prospective tenants for property owners and negotiate the leases for a set fee which will be payable to Red Stick Realty and dispersed to Agent/Associate according to the individual's compensation agreement.

Personal Real Estate _____ 4100

Any Associate under the 70/25/5 commission plans may buy or sell any personal real estate through the MLS for a fee of \$500 per transaction.

An Associate has a special responsibility when buying or selling personal real estate. If that Associate is a professional, he or she is aware of market trends and other information not available to the general public. In order to maintain ethical conduct, it is necessary for the Broker to know of each transaction.

For all personal property sold the yard sign must have a 'Owner/Agent' rider. All advertising must include 'Owner/Agent'. For all transactions it must be disclosed in writing to all parties in writing that the seller or buyer is a licensed agent.

These policies apply even when the Seller or Buyer, who is a licensed agent, is not a designated agent in the transaction.

Mobile Homes _____ **4110**

It is the policy of the Company not to list mobile homes unless it is situated on real property to be conveyed with the mobile home. The Company does not sell personal or movable property. Mobile homes not attached to real property should not be listed.

Empty Houses _____ **4130**

The Company does not assume responsibility for the security of vacant houses. We cannot accept any liability for the premises. Under no circumstance will an Associate bind the Company to any such verbal or written agreement.

It is suggested that sellers have the utilities on through the closing for safety and all inspections.

Simultaneous Offers _____ **4150**

It is inevitable that simultaneous offers and deposits will be received for the same parcel of real estate. In the event, all offers tendered will be immediately submitted to the Seller in the order they were received. A multiple offer disclosure must be sent to all parties. No Associate involved shall take an unfair advantage of the situation by informing purchasers or other agents of the amount or terms of the other offer(s). It is also inappropriate to make any price suggestions when discussing a counter-offer.

Closing Procedures _____ **4200**

After a sale has closed, all of the Company property that was used for the sale has to be returned to the Office. The file has to be completed and returned along with the executed closing papers including the Company Check from the Closing Attorney.

All Company property has to be received and checked in by the manager and/or Broker. Associates commission check will be issued within 24 hours.

Costs after Closing _____ **4220**

The Company does everything possible to see that no costs are incurred after a transaction has closed. If a cost is incurred after closing and the Associate is at fault, that Associate is responsible for 100% of the costs after closing.

If the fault cannot be accurately determined, then the costs are divided into a percentage commensurate with the benefits received.

Personal Marketing _____ 5010

RED STICK Realty encourages all Associates to participate in personal marketing. Let everybody know YOU are in Real Estate. The Company provides the logo to be used on all marketing materials. All materials have to be approved by the manager or Broker before use. It is a good idea to get a 'proof' of the material for approval before costs are incurred. He Associate pays for all personal marketing materials. These items include but are not limited to: Business Cards, Car Signs, Direct Mail Campaigns, Flyers, Magnets, Pens, Personal Signs, etc.

Advertising _____ 5030

Any advertising or printed material has to be approved by the Broker or manager. This includes but is not limited to; banners, billboards, business cards, flyers, letterhead, mail outs, newspaper ads, or any other printed materials.

Faxing Procedures _____ 5040

Red Stick Realty has a digital fax service that converts all incoming faxes to email.

All incoming faxes will be sent to the appropriate agent through email and the agent will be notified by text or voicemail that they received a fax.

If an Agent /Associate is expecting a fax the Agent/Associate should call the office and notify the staff to watch for a fax.

If an Agent/Associate needs to turn in copies to the office they may scan and email them to office@redstickrealty.com or fax it to the office at 225-924-3318

Office Contact _____ **5050**

It is necessary that each Associate be accessible during all business hours. This is a full time profession, and if a Client or customer cannot get in touch with the Associate, they will find someone else more accessible. Associates are urged to keep their cell phones on during all office hours, and on their person when away from home and office after office hours.

If an Associate is not going to be reachable by phone, they must notify the office, so that the office is prepared to handle the phone inquires.

Messages _____ **5060**

In the event that an Associate cannot answer a call directly a message will be left. It is important that every Associate return messages and/or voicemails in a timely matter. During business hours all messages and/or voicemails should be returned within 30 minutes. After hours they should be returned the next day before 11:00am.

Call Forwarding _____ **5080**

It is important that a person, and not a machine answer incoming calls to the office.

After business hours the office phone line may be forwarded to an Associates cell phone. There will be a list of Associates for this Duty. If an Associate would like to get on the list, they need to talk to the Broker or manager.

Advanced Training & Professional Designations 5090

RED STICK Realty encourages its Associates to take part in job-related professional growth and development through educational training and obtaining professional designations.

Associates are encouraged to invite other interested Associates to appropriate organizational functions and to distribute publications and other literature of general interest within the Company.

Miscellaneous Policies

Confidentiality of Company Information _____ 6020

It is the responsibility of all RED STICK Realty Associates to safeguard sensitive company information. The nature of our business and the economic well being of our company is dependent upon protecting and maintaining proprietary company information. Continued involvement with the company is contingent upon compliance with this policy. Sensitive company information is defined as trade secrets or confidential information relating to Clients and customers, processes, know-how, designs, drawings, marketing data, accounting, pricing or commission information, business plans and strategies, negotiations and or contracts.

The confidential nature of our business cannot be stressed strongly enough. It is highly inappropriate to discuss such matters with the person, neighbors, friends, or anyone else who does not qualify for this knowledge. Any violation shall result in automatic termination and possible civil liability or prosecution.

Confidentiality of Company Information — E-Mail

Company computers and e-mail system are company property and should be used solely for company purposes.

Personal use of company computers or e-mail system is prohibited.

Assisting New Personnel_____ **6030**

Every effort should be made by all Associates to answer any question and provide assistance to a new Associate so that they may become successful in this business.

Please extend every consideration to any new Associate. If you see a new Associate doing something they should not, please inform the Associate, or the Broker/manager, as the situation warrants.

Grievance Procedure _____ **6060**

An Agent/Associate may express a verbal grievance to his or her immediate Broker/manager. If the concern is not resolved to the Agent's satisfaction within one week, the Agent may put in writing the details of his or her grievance and submit the grievance to the Broker/manager.

Broker/manager will review the written statement and will request meetings with all persons named in the statement for resolution of the problem. The problem will be discussed in the presence of the Agent. Final resolution of the grievance will be made by Broker/manager.

Grievance Form

Associate Name: _____ Social Security #: _____
Department: _____ Contract Date: _____
Job Title: _____ Date Submitted: _____

Complete details of grievance, including references to any law or policies:

Remedy Requested: _____

Associate's Signature

Date

Disposition-Step 1

Date Received: _____

Disposition: _____

Accepted _____ Appealed _____

Supervisor

Date Communicated

Disposition-Step 2

Date Received: _____

Disposition: _____

Accepted _____ Appealed _____

Department Head

Date Communicated

Disposition-Step 3

Date Received: _____

Disposition: _____

Accepted _____ Appealed _____

Personnel Director

Date Communicated

Grievance Procedure

- Step 1 To encourage informal resolution, an Agent/associate should bring his or her grievance to the attention of his or her Broker/manager. No written grievance form would need to be completed. The Broker/manager and Agent/associate would discuss the grievance and determine a plan to resolve it. The Broker/manager and Agent/associate will then implement the plan. The grievance should be raised within 30 days following the events or circumstances giving rise to it, and the agent/associate and his or her Broker/manager shall endeavor to resolve it within 5 days thereafter.
- Step 2 If Step 1 is not successful an Agent/associate shall submit a written grievance to the Broker/manager. The grievance should be submitted within 35 days following the conduct that led to the grievance.
- Step 3 The Broker/manager will review and seek an resolution to the grievance, and may conduct such investigations as necessary. Including discussions with the person submitting the grievance, the persons against whom the grievance is submitted and any other Agent/associate's who have personal knowledge of any matters related to the grievance. The Broker/manager shall prepare a brief written statement setting forth the resolution. The statement shall be signed by the person submitting the grievance and the person or persons against whom the grievance was directed. Copies shall be given to each of these persons. The Broker/manager shall retain one copy. Efforts to resolve the grievance under Step 3 should be concluded within 10 days following the submission of the written grievance.

Gratuities to Government Employees or Officials 6070

In adherence to government regulations, no Agent/associate may offer a gratuity to any government employee or official on behalf of, or in pursuance of, RED STICK REALTY business. Gratuities are defined as meals, drinks, gifts, expenses, cash, or any other item of value, including personal service.

An offer to provide, or the actual provision of, any form of gratuity to a government employee or official will constitute grounds for immediate termination.

Gratuities to Customer or Supplier Representatives6080

This policy establishes the ethical conduct to be maintained by employees in relationships with customers and suppliers.

As an Agent/associate, you may not receive, give, pay, promise, or offer to our customers anything of value whether cash or any other property for the purpose of securing or appearing to secure preferential treatment. This also includes any form of gratuity to or from employees of our customers or members of their families.

Agent/associate's of RED STICK Realty may not offer to give, or accept a gift, cash or other item of value — including personal service — from an existing or prospective customer, supplier, or a representative of either in pursuance of business or in conjunction with negotiating business on behalf of this company.

Expenses for meals as part of a seminar, convention, or business meeting are not within the definition of gratuities for purposes of this policy. Invitations extended by a customer or supplier to participate in any program or activity, such as a party or football game should be referred to your supervisor/manager for approval on a case-by-case basis.

Any violation of this policy will constitute grounds for immediate termination.

In recognition of its responsibilities as a business citizen, RED STICK Realty encourages its employees to accept the personal responsibility of good citizenship, including participation in civic and political activities, in accordance with their interests and abilities.

RED STICK Realty accepts without reservation the basic democratic principle that all Associates are free to make their own individual decisions in civic and political matters. Therefore, no Associate's status with the company will be affected, in any way, whatsoever, because of participation or non-participation in lawful civic and political activities.

Participation in civic and political activities is considered to be a personal matter and, as such, is generally to be carried on outside of normal working hours. No political activities or solicitations will be carried on within company premises.

Political activities are defined for purposes of this policy as activities in support of any partisan political issue or activities in support of, or in concert with, any individual candidate for political office, or a political party, which seek to influence the election of candidates to federal, state, or local offices. The definition includes Associates who are or may be candidates for political office.

Agent/Associate Privacy _____ 6100

RED STICK Realty recognizes our Agent/Associate's rights to privacy. In achieving this goal, the company adopts these basic principles:

The collection of Agent/Associate information will be limited to that which does the company for business and legal purposes need.

The confidentiality of all personal information in our records will be protected.

All Agent/Associates involved in record keeping will be required to adhere to these policies and practices. Violations of this policy will result in disciplinary action.

Internal access to Agent/Associate records will be limited to those Agent/Associates having an authorized, business-related need-to-know. Access may also be given to third parties, including government agencies, pursuant to court order or subpoena.

The company will refuse to release personal information to outside sources without the Agent/Associate's written approval, unless legally required to do so.

Agent/Associate s are permitted to see the personal information maintained about them in the company records. They may correct inaccurate factual information or submit written comments in disagreement with any material contained in their company records.

Telephone _____ **6110**

The company requests your cooperation in limiting outgoing or incoming personal calls to an absolute minimum. Please instruct your friends and family not to call at work except in emergencies.

Telephone lines must be kept clear for company business.

Dress Code _____ **6120**

Agent/associate dress should be neat in appearance and in a manner consistent with a professional atmosphere. The impression made on customers, visitors, and other Agent/associate and the need to promote company and employee safety should be kept in mind.

Good individual judgment is the best guideline.

Recreational Activities–Sponsorships _____ 6170

RED STICK Realty encourages its Agent/associates to engage in social, recreational, community service, and cultural activities during non-working hours. Recognizing that the decision to engage in such activities is a purely personal one and further recognizing the need of employees to enjoy quality time with family and friends, the company has determined not to provide financial assistance or facilities for the promotion of these activities.

Such activities are indeed commendable but are to be undertaken solely on an individual basis by Agent/associates.