

# Policy & Procedure Manual



Wisconsin's Largest Home Seller  
[shorewest.com](http://shorewest.com)

## THE TRADITION OF EXCELLENCE

In 1946 amid the housing boom following World War II, John A. Horning opened Wauwatosa Realty Co. from his family home. One of the hallmarks he based the company on was providing unsurpassed customer service. By 1951, the company had become Wisconsin's largest home seller and has remained number one every year since. Due to our continued growth and expansion, a name change was necessary in 1997. Now as Shorewest, REALTORS® we continue to define the Wisconsin real estate market. Through the years, it has been our privilege to assist hundreds of thousands of families with their real estate needs. Furthermore, we have provided our people with the best resources and technology in the industry.

Now in our third generation as a family-owned company, we remain committed to continuing our growth and remaining independent. From one man in his family home to the 1,300-plus people presently associated with our family of companies, the commitment to providing unsurpassed service will ensure our success for many more generations.

The Green Bay office started their family affiliation with Shorewest Realtors on July 25, 2007. The original owners were Susan Hamer, Margaret Nemetz, and Steven Seidl. Now owners Dan Ludwig, and Joy and Don Pouwels bring more than 75 years of experience to the forefront of supporting and encouraging agents to reach their career goals.



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## **ORGANIZATION**

Shorewest, REALTORS® (the “Company”) is a total full service real estate organization, handling residential, commercial, investment properties, farms and land.

## **POLICIES AND PROCEDURES**

As licensees of the Wisconsin Real Estate Examining Board, you are required to be familiar with all the Statutes and Rules governing your activities. The officers of the Company are members of the local, state, and National REALTORS® Associations and have chosen to comply with the Code of Ethics. This code is part of your policy. By being a licensee associated with the Company, it is your obligation to be familiar with the Statutes, the Board of Realtors® Rules, and the Code of Ethics and your organization’s policies.

As a licensee associated with the Company (“Sales Associate”) you are required to be familiar with all the policies and procedures of the Company. From time to time the Company may make changes to this policy and procedure manual which shall be considered incorporated herein as published on Shorewest Agent One Stop.

## **NON-DISCRIMINATION**

It is the law that all persons shall have equal opportunities for housing regardless of sex, race, color, religion, disability, familial status, national origin, sexual orientation, marital status, lawful source of income, age, ancestry, or status as a victim of domestic abuse, sexual assault, or stalking. Unlawful discrimination will not be tolerated.

A Sales Associate shall not deny equal professional services to any person in violation of local, state and/or federal laws nor shall the Sales Associate be a party to any plan or agreement to discriminate against any person(s) in violation of local, state and/or federal laws.

Furthermore, it is the policy of this Company that the Sales Associate will not discriminate in the showing, selling, leasing, advertising, or listing of real estate because of sex, race, color, religion disability, familial status, national origin, sexual orientation, marital status, lawful source of income, age, ancestry, or status as a victim of domestic abuse, sexual abuse, or stalking.

Article 10 of the REALTOR® Code of Ethics similarly provides that: “REALTORS® shall not deny equal professional services to any person for reasons of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity. REALTORS® shall not be parties to any plan or agreement to discriminate against a person or persons on the basis of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity.”

Standards of Practice 10-1 and 10-3 provide that: “REALTORS® shall not volunteer information regarding the racial religious or ethnic composition of any neighborhood and shall not engage in any activity which may result in panic selling. REALTORS® shall not print, display, or circulate any statement or advertisement with respect to the selling or renting of a property that indicates any preference, limitations or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity.”

## CUSTOMER SERVICE

Every customer should be treated as a guest in one's own home. The gestures and words of welcome we can extend the customer creates a lasting first impression. Greet visitors with a smile and attend to them promptly. Offer to locate the person they wish to see at once and ask if they would like to be seated. Be certain the same courtesies are extended to all visitors.

## EQUAL OPPORTUNITY IN HOUSING

Federal Law prohibits discrimination with respect to housing. When acting as a Sales Associate, you must treat all persons equally and give all prospects the same courteous treatment. Sales Associates must observe this policy; any violators will be dismissed. If a seller or buyer indicates an intention to discriminate, contact your Sales Director to return the listing contract or end the relationship. Sales Associates are cautioned to avoid any statements or actions that could be termed discriminatory or prejudicial. The Company endorses and requires the use of Equal Housing Opportunity In Housing Logo in all advertising media and marketing.

The Real Estate Examining Board has established that discrimination is grounds for license revocation.

## ADDRESSING SEXUAL HARASSMENT

### **Our Commitment:**

The Company is committed to providing a work environment where all Employees and Sales Associates can reach their maximum potential. To achieve this, each of us is required to uphold standards of mutual respect and take responsibility for workplace behavior.

### **Sexual Harassment Defined:**

The Equal Employment Opportunity Commission describes sexual harassment as follows: "Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment."

### **Other Forms of Harassment Will Not Be Tolerated:**

- Any forms of harassment involving race, religion, ethnic background, sexual orientation, gender identity, lifestyle, age, etc. will not be tolerated.
- Each of us is entitled to a "hostile free" work environment.

### **Examples of Other Forms of Harassment:**

- Displaying or circulating racial or ethnic jokes.
- Telling jokes or making comments that are derogatory to a particular group.
- Excluding certain people from work-related functions based on race, religion, ethnic background, sexual orientation, gender identity, lifestyle, etc.

**Addressing Harassment:**

If you believe you are the victim of harassment, you are encouraged to come forward without fear of reprisal.

1. Tell your Sales Director or any person in ownership of the circumstances involved.
2. Put in writing, for your own purposes, the circumstances, dates, places, etc.
3. We will work to ensure confidentiality as much as possible.

After a complete investigation, individuals found to have been engaged in any form of harassment will be disciplined or terminated.



## MISSION STATEMENT

# We Are a Team . . .

Proudly independent

Dedicated to serving the housing needs of Wisconsin

Committed to unsurpassed customer service

Pledged to sharing our talents for mutual growth and  
prosperity

*Adopted the 21st day of October 1986 by the Management Team*

## **COMPANY RESOURCES**

### **Accounting**

Responsible for payrolls, cash receipts and disbursements, trust account records, financial statements, personnel records, and capital purchases.

### **Marketing Manager**

Manages, markets and trains on all Shorewest systems and tools including but not limited to: agent pages and websites, agent and consumer apps, agent profiles, consumer testimonials through Testimonial Tree, guided tours, and YouTube listing videos. Acts as liaison for MLS and Realtor.com.

### **Sales Directors**

Encompasses preliminary and post-licensing training as well as continuing education and recruiting. Responsible for the preparation and presentation of all live and online sales training classes and coordination of all in-house seminars/webinars.

### **Administration**

Prints and distributes all forms, brochures, and individual marketing pieces. Also distributes and handles U.S. mail, (including bulk mail) and all inter-office mail delivery.

**Marketing And Public Relations** Include with “Marketing Manager” tasks above.

Coordinates all types of advertising and marketing and assists individual Sales Associates, Sales offices, all departments, and companies in all phases of image development, branding and lead generation.

### **Residential Sales Division**

Administered by the Owners, who are responsible for marketing, brokerage, and training.

### **Shorewest REALTORS® Referral Connection**

Licensees not active in real estate practice, refer buyers and sellers to the Shorewest Agents of their choice. Upon the successful closing of a transaction, licensees receive a referral fee.

## **1.0 TRADITIONAL COMMISSION COMPENSATION**

### **1.1 Brokerage Fees**

#### **Residential**

The brokerage fee charged for the listing side of all residential property is 3.9% plus \$325 with a minimum of \$4,000 on all listings.

#### **Condominiums**

The brokerage fee charged for the listing side of all condominiums is 3.9% plus \$325 with a minimum of \$4,000 on all listings.

#### **Vacant Land**

The brokerage fee charged for the listing side of all vacant land is 3.9% plus \$325 with a minimum of \$1,800 on all listings.

#### **Commercial**

The brokerage fee charged for all commercial property is 6 percent.



**Sale of Personal Residence / 2<sup>nd</sup> home** (cottage, cabin, vacation home where agent is the sole owner of the property)

No listing commission. Two and a half (2.5) percent on the selling side. If the owner / agent is also the agent on the selling side, the agent will pay company dollar only on the selling side.

**Purchase of Personal Residence / 2<sup>nd</sup> home** (cottage, cabin, vacation home where agent is the sole owner of the property)

Buyer / agent can negotiate the commission off the purchase price. Company will not charge a commission.

## **1.2 Commission Schedule**

See your Sales Director regarding your commission plan.

## **1.3 Commission Checks**

Commission checks paid daily reflect payment for all transactions closed during the previous few days.

## **1.4 Private Commission Splits**

All private commission splits between Sales Associates must be agreed to in advance, must be in writing and must be signed by the parties. Copies of the signed agreement must be provided to all Sales Associates and Sales Directors.

## **1.5 Forfeitures**

In the event of forfeiture, expenses, including legal fees, will be deducted first and the balance divided between the Company and the Sales Associate. The Company reserves the right to withhold commission disbursement on any file when the Company judges there is already present, a significant potential liability for Sales Associate and the Company reserves the right to hold or adjust any future commission against a closed transaction.

## **1.6 Action for Commission**

The Company has the sole right to determine whether a commission will be adjusted, to settle claims and to enforce collection of any obligation due to the Company. The cost of any legal action or settlement will be deducted from the money received and the proportionate amounts will then be paid to the Sales Associate and the Company.

## **1.7 Non-MLS Firms**

License law requires Non-MLS Firms to confirm any compensation offered, prior to a showing or writing an offer.

Sales Associates have no authority to sign co-broke or referral agreements. See your Sales Director for any commission questions. If it is determined by the Company that a problem is the fault of either the listing or the selling Associate, the Associate(s) will be responsible for the full adjustment. The Company reserves the right to adjust future commissions against a closed transaction.

When a Sales Associate wishes to show a listing that is non-MLS ~~or not in the Metro MLS~~, the Sales Associate must confirm with the listing firm on the compensation to be paid and the commission agreement must be in writing through your Sales Director.

## **1.8 Arbitration of Commission Disputes Within Shorewest, REALTORS®**

All Sales Associates agree to settle all commission disputes in accordance with the following arbitration procedures:

### **Within Shorewest, REALTORS®**

The payment of commission will be withheld until the arbitration is settled. Commission disputes will be resolved to reflect the contribution of the respective Sales Associates. A direct discussion between the Sales Associate and the Sales Director involved should be held promptly. If agreement cannot be reached, you have the right to request an arbitration hearing by a panel of your peers. To request a hearing, you must first submit a written statement to the Sales Director explaining what occurred, your position and any information that supports your position. All written statements will be forwarded to each Sales Associate involved in the dispute and their respective Sales Directors.

The Sales Associates involved in the dispute will abide by the decision rendered. The panel will be chaired by the Sales Director's designee and will include Sales Associates who have no personal interest in the dispute. Parties to this dispute agree to abide by the decision of the panel. Both the complainant and the respondent respectively, shall be given an opportunity to question one another in turn. The panel will then ask any final questions of both parties before they are asked to leave the room. Both parties are to remain until dismissed by the Sales Director moderating the panel. The panel is to concern themselves only with the case before them. Any prior arbitration or dispute, that either complainant or respondent may have participated in, are not to be discussed by the panel. The panel's decision will be made to whatever degree possible by vote of its members in accordance with the Guidelines for Shared Commissions. The arbitration will be conducted under the authority of Chapter 788 of the Wisconsin Statutes. Customers ARE NEVER to be involved in disputes between Sales Associates.

Note: Sales Associates are encouraged to explore all options in resolving a dispute before considering arbitration. Your Sales Director is a valuable resource in dispute resolution and should be utilized when trying to reach a mutual agreement and avoid arbitration. Discussions between the Sales Directors and the Sales Associates involved in a dispute are highly encouraged to help reach an agreement and avoid arbitration.

### **With Another Firm**

Should Shorewest, REALTORS® withhold commission to a co-broke, the Company will pay commission to the Shorewest, REALTORS® Sales Associate based on a co-broke commission split. Any adjustments due to the Sales Associate will be paid out based on arbitration settlement as decided by the Board of REALTORS® Arbitration Committee. The Board of REALTORS® deadline for a hearing is up to 6 months from the date of the closing.

In a commission dispute with another firm, the Sales Associate and the Sales Director will first attempt to resolve any differences with the other agent and manager by phone or with a face-to-face meeting. Should either of these approaches fail, the Company shall determine whether or not the dispute merits submission to the local Board of Realtors, Ethics and Arbitration Committee. Any costs incurred shall be split between the Sales Associate and the Company per Sales Associate commission plan. When an Arbitration claim by a co-broke is likely, the disputed portion shall be held until settled.

The Sales Associate may suggest a settlement percentage. However, the Company shall have the sole right to settle for a greater or lesser amount at any point in time and the Sales Associate agrees to be bound by any such



settlement.

## 1.9 Shorewest, REALTORS® Policy & Guidelines for Shared Commissions

In light of NAR standard of practice 16 -13 regarding Exclusive Representation Agreements, the following is intended to be a guideline and cannot account for the many circumstances that occur. Each situation must be considered by its own events.

We are a team and every Sales Associate should always show the maximum amount of respect and support for other Sales Associate's customers or clients. Sales Associates should always honor other Sales Associate's customers or clients. If a Shorewest, REALTORS® customer or client attends your open house or a private showing with you, and after that open house or showing, another Shorewest, REALTORS® Sales Associate shows and writes an offer because of a prior *working relationship*\*, you have no claim to that transaction even if no name is mentioned by the customer or client. In the event you write an offer for a Shorewest, REALTORS® Sales Associate's customer or client, a 20% drafting fee may be considered.

COMMUNICATION IS THE KEY: To ensure superior customer service, teamwork and fairness in our relationships with each other, **it is company policy that you inquire, in a professional manner, of any prospect, as to a *working relationship*\* with any other Shorewest Sales Associate.** A discussion with the other Sales Associate mentioned and/or your Sales Director is the appropriate step to help clarify the situation.

\*A *working relationship* would consist of, but not be limited to, a current or recent pattern of service evidenced by but not limited to showings, agency, and agency disclosures. **Note:** Wisconsin Statute 452.135(1a), (2a) states that no firm, and no licensee associated with the firm, may negotiate on behalf of a customer or enter into an agency agreement with a client unless the firm, or a licensee associated with the firm, has provided to the party, a written agency disclosure form. Therefore, the presence of a signed agency disclosure form will weigh heavily in deciding whether a *working relationship* has been established.

## 2.0 LISTING POLICIES

### 2.1 General

All listings are the property of the Company. Net listings are illegal in the State of Wisconsin. You make a representation every time you say something about a property. If what you say is not in fact true, you have made a misrepresentation and have hurt your customer, your Company and yourself. There is only one rule to follow: before you say something, know it is correct and accurate or do not say it.

Article 2 of the Code of the Ethics of the National Association of REALTORS® deals with representations as follows:

REALTORS® shall avoid exaggeration, misrepresentation, or concealment of pertinent facts relating to the property or the transaction.

**REEB 24.07 states:**

1. **Inspection of Real Estate:** (a) General requirement. A licensee, when engaging in real estate practice which involves real estate improved with a structure, shall conduct a reasonably competent and diligent inspection of accessible areas of the structure and immediately surrounding areas of the property to detect observable, material adverse facts. A licensee, when engaging in real estate practice that involves vacant land, shall, if the vacant land is accessible, conduct a reasonably competent and diligent inspection of the vacant land to detect observable material adverse facts.

2. **Disclosure of Material Adverse Facts**: A licensee may not exaggerate or misrepresent facts in the practice of real estate. A licensee, when engaging in real estate practice, shall disclose to each party, in writing and in a timely fashion, all material adverse facts that the licensee knows and that the party does not know or cannot discover through a reasonably vigilant observation, unless the disclosure of the material adverse fact is prohibited by law. This provision is not limited to the condition of the property but includes other material adverse facts in the transaction.
3. **Disclosure of Information Suggesting Material Adverse Facts**: A licensee, when engaging in real estate practice, who becomes aware of information suggesting the possibility of material adverse facts to the transaction, shall be practicing competently if the licensee discloses to the parties the information suggesting the possibility of material adverse facts in writing and in a timely fashion, recommends the parties obtain expert assistance to inspect or investigate for possible material adverse facts to the transaction, and, if directed by the parties, drafts appropriate inspection or investigation contingencies. This provision is not limited to the condition of the property, but includes other material adverse facts to the transaction, including but not limited to defects and conditions included within the report form under s. 709.03, Stats. A licensee is not required to retain third party inspectors or investigators to perform investigations of information suggesting the possibility of a material adverse fact to the transaction.

## **2.2 Processing and Changes**

All new listing files must be promptly submitted to the listing office for processing. Sales Associates are not to access MLS or swagentpro.com to make changes. All changes are through the office admin. Price reductions and re-lists must be executed on a WB-42, Amendment to Listing Contract and promptly communicated to the office admin in accordance with standard office procedures.

## **2.3 Servicing Responsibility**

Your responsibility us to remain in contact with the owners of the listed property and keep them informed as to results of marketing efforts and marketing changes. The company reserves the right to resolve seller listing service complaints through reasonable methods including listing reassignment.

## **2.4 Withdrawal**

Property withdrawn from the market is considered to be on “hold” and the contract will not be returned to the customer. All withdrawals must be approved by your Sales Director and the approved MLS form must be completed and signed by Seller.

## **2.5 Release, Terminate, Amend Commission & Shorten Term**

Only your Sales Director has the authority to release, terminate, change commission and/or shorten the term of any listing. When drafting listing contracts, agents may not alter or include language that would allow Seller to unilaterally terminate the listing contract without the Company approval. Such practice will result in Shorewest, REALTORS® charging Sales Associate for all out-of-pocket expenses, and/or lost commissions.

## **3.0 MARKETING POLICIES**

### **3.1 Institutional Advertising**

The Company maintains a full-service Marketing Manager, who will coordinate, develop, produce and schedule all TV, radio, billboard, print advertising, internet and social media that is specifically institutional to the Company.

## 3.2 Print Advertising

All print ads must follow the approved format. Any changes to established formats MUST be approved by the Marketing Manager prior to submitting the ad.

## 3.3 Personal Advertising and Marketing – Electronic & Print

The use of office photo copiers, color printers and other office equipment to produce personal marketing material is prohibited.

## 3.4 Advertising and Marketing Guidelines

Sales Associates are encouraged to promote themselves consistent with the Company's quality image and branding. Following is a list of guidelines that all advertising and marketing MUST include. These marketing guidelines are meant to ensure that our high-quality image is maintained and kept consistently professional.

### A. Shorewest, REALTORS® Logo -

The Shorewest logo must be included in all advertising and marketing.

Shorewest is one word. The “w” is not to be capitalized.

Shorewest, REALTORS® must be written as such with the comma after Shorewest, all capitalization on REALTORS and registered trademark ® after REALTORS®

Must be red and black when possible.

All black, all white, red, and white, gold for Luxury listings is acceptable. No other colors accepted.

Nothing can be placed within the logo or within the .125 inch space around the logo

Logo cannot be smaller than one-inch wide.

Do not alter the logo in any way – it cannot be stretched.

The words cannot be removed or used alone to satisfy the logo requirement.

### B. Agent Photographs

If a picture is worth a thousand words, what does your professional headshot say about you? Your appearance should convey a credible, confident, and professional person. Someone people can trust with their real estate needs. Studies show that lead conversion increases up to 20% when an agent uses a professional business photo.

Please follow these guidelines when having your photo taken for marketing purposes.

- Use a professional. Hire the best photographer you can afford.
- Avoid camera phone photos, standing against a wall, wedding photos, selfies, etc.
- Avoid animals, inanimate objects, or children in the photos. You should be the focus.
- Dress professionally.
- Keep the photo recent (taken within the last two to three years max.)
- Make sure at least head and shoulders are in the photo — more is better as we can crop.
- Send original, color high-resolution, uncropped photo — digital file is best.

### C. Internet Address (shorewest.com) - shorewest.com must appear in all advertising and marketing. This is in addition to an e-mail address, if used. If an agent has a Shorewest website, that can be used if it



has shorewest.com in the url.

- D. E-mail Address - If a Sales Associate includes an e-mail address it must be the Sales Associate's Shorewest, REALTORS® e-mail address only.
- E. Equal Housing Opportunity - logo, words or EHO must be in all ads and marketing pieces.
- F. Office or direct access phone number - (a mobile phone number may be used in addition to an office number). We recommend using your mobile or office direct as your primary number. We discourage home numbers.
- G. Sales Associate's Name - and that you are a Sales Associate with Shorewest, REALTORS®.
- H. Home Address - may not be used.
- I. No Political or Religious Statements - can be included. All advertising must be professional and business in nature.
- J. Printing – Shorewest has invested in high-end printing equipment to ensure the highest quality image when marketing. Furthermore, we are able to keep costs affordable compared with many outside printers.
- K. Office Printers - are available for printing CMAs, listing presentations, data sheets, flyers from swagentpro.com (printed individually), individual letters, forms, and contracts. There is no printing for mass marketing or personal purposes allowed on the office printers.
- L. Monthly Mailing – Effective marketing requires more than just sending postcards and letters, which are very passive forms of marketing. Rather it should also include following up your mailings to your farm and sphere lists with phone calls, walking the neighborhoods, etc.

All marketing must be approved by the Green Bay Marketing Department.

- M. Approvals – Pieces created outside the Marketing Division need to be approved prior to printing or placement of advertising.

### **3.5 Sign Riders**

All sign riders must be ordered through the Company for uniformity and appearance. Homemade signs are not acceptable and will be removed and discarded. The listing Sales Associate's name rider with direct access phone numbers are permitted in all ad areas. Agents are encouraged to be consistent and use the same contact number on all advertising.

### **3.6 Web Page Advertising**

All web page advertising not on shorewest.com must be approved by the Marketing Manager. All advertising must adhere to the same marketing guidelines as print advertising.

- A. The Shorewest, REALTORS® logo must appear on the first page of a Sales Associate's personal web page.





### 3.7 Personal Advertising

Sales Associates may do **approved** personal advertising (letters, postcards, brochures, pens, calendars, church bulletins, etc.), the cost funded entirely by the Sales Associate. Sales Associates must receive prior approval from Marketing or their Sales Director and such advertisements **MUST** clearly indicate:

1. You are a Sales Associate with Shorewest, REALTORS®
2. The office and/or direct access phone number
3. Home and mobile phone may be used if desired
4. Internet address (shorewest.com)
5. Shorewest, REALTORS® e-mail address if desired
6. No home address may be used
7. Office address, if desired
8. Equal Housing Opportunity words or logo

If you have any questions, please see your Sales Director or the Shorewest, REALTORS® Marketing Manager.

### 4.0 OFFER POLICIES

#### 4.1 Authorized Forms

Sales Associates are permitted to draft only those forms approved by the Real Estate Examining Board. The Company provides these forms for your use. The Real Estate Examining Board requires that any person who signs a legal document must be given a complete copy of that document. These forms are available through Dotloop.

#### 4.2 Authority of Sales Associates

1. Sales Associates do not have the authority to sign any agreement as agent for the Company.
2. Under NO circumstance is ANY Sales Associate to sign as an agent in a transaction for a buyer or seller or be named Power of Attorney for a Buyer or Seller.
3. Any commission adjustments must be approved by your Sales Director.

#### 4.3 Posting Offers

Sales Associates must post or report all offers to their office admin or Sales Director promptly through Dotloop.

#### 4.4 Earnest Money

Proper handling of earnest money is required by law as a condition of licensure. The following procedure **MUST** be followed:

##### **In-house Listings**

All earnest money on Shorewest, REALTORS®' listings must be **promptly** turned into the Company regardless of status; checks are to be made payable to "Shorewest Trust Account"; Accepted Offers must be promptly delivered regardless of collection of any deposits; All earnest money must be collected in accord with the terms of the contract. If the collection is not made when due, inform your Sales Director immediately!

Process for Accepting/Collecting an Earnest Money Check for another Sales Associate:



1. Scan check, receipt and email as an attachment to the Sales Associate.
2. Voice-mail Sales Associate that earnest money has been collected.
3. Check and Original Earnest Money Receipt goes to Accounting.

### **Co-broke Listings**

Earnest money collected on sales of co-broke listings must be made payable to listing firm, and delivered to same, unless otherwise specified in the offer. If you have additional questions, see your Sales Director.

### **Earnest Money**

Do Not accept cash. If electronic deposit or personal check is not feasible, ask the buyer to get a cashier's check or money order.

**NEVER** deposit earnest money or cash from a buyer into your account and write a check. That would be a direct violation of REEB 18.10 (Commingling of Funds Prohibited) and an abrogation of your fiduciary responsibility under the law.

Our trust account is audited by the state and a check made out by a Sales Associate and deposited to that account would be a red alert to a state auditor. It puts a Sales Associate's license at risk for suspension or revocation as well as Shorewest, REALTORS®' license. Such an action by a Sales Associate may result in termination of association with the Company.

### **Earnest Money Refund**

To refund a buyer's money, a Cancellation Agreement & Mutual Release (WB-45) must be completed and submitted in Dotloop for review. Some refunds may require 7-10 days to complete from date of deposit.

## **4.5 Approval**

All Offers, including co-broke, **MUST** be reviewed by a Sales Director until a new agent has written a minimum of 6 offers.

## **4.6 Communication and Servicing**

As agents for the Buyer or Seller, Sales Associates must:

- a. Act in the client's best interest.
- b. Deal fairly with all persons.
- c. Be sure that every person with whom you deal understands the conditions and obligations of the transaction. If the person is elderly, has difficulty reading, speaking, or writing the English language or for any other reason seems to lack understanding, inform your Sales Director and advise the person to consult an Attorney. If the person refuses, insist that a friend or relative act as an advisor and sign as a witness to all documents.
- d. On all calls for co-broke showings, you **MUST** inquire whether the Sales Associate showing the property is doing so as an agent for the buyer, sub-agent for the seller or pre-agency.
- e. Lock box combos, keys and appointments are to be given to a licensed, verified, agent only and never to a client or customer.
- f. Sales Associates should use the ShowingTime appointment center and/or follow swragentpro.com instructions when setting appointments.

## **4.7 Offers for Your Personal Account**



Sales Associates wishing to purchase property on which they've received a lead or a call, must first list that property with the Company before writing an offer. Sales Associates must discuss personal purchases with a Sales Director. Wisconsin Real Estate Examining Board rules require all licensees to identify themselves as such in any real estate negotiations or contracts.

Personal offers must state the purpose of the purchase, for example, "This property is being purchased for investment and/or resale or for personal use." If the offer is for a property listed by the Company, it must be presented by a Sales Director or another Sales Associate, but never by the offering Sales Associate.

No Sales Associate may purchase a property for immediate resale at a higher price than the Sales Associate paid without first getting approval from the Executive Office. Net listings are illegal in the State of Wisconsin.

Any Buyer or Seller leads may not be used by a Sales Associate for their personal account without a full commission.

## **4.8 Confidentiality**

**AVOID PROBLEMS:** Do not discuss the possibility of getting an offer with any Sales Associate prior to obtaining a signed offer to purchase. Do not discuss the details of your offer with anyone other than the listing agent or the supervising broker. Do not ask any Sales Associate about his/her offer unless you are the listing agent.

Wisconsin Administrative Code sec. REEB 24.12 prohibits disclosure of any terms of one prospective buyer's offer to any other prospective buyer or any person with the intent that this information be disclosed to another prospective buyer. Buyers should always be encouraged to submit their highest and best offers.

## **4.9 Timely Presentation of Offers**

All offers and counteroffers must be presented in a timely manner. Although an offer may allow several days for acceptance, the Sales Associate must timely inform the Seller and make every effort to present the offer or counteroffer as soon as possible.

## **4.10 Agency Disclosure**

Wisconsin Administrative Code sec. REEB 24.07 requires the disclosure of a licensee's agency relationship prior to negotiation when the Sales Associate works with a party in a real estate transaction. Shorewest policy requires disclosure prior to the Sales Associate showing properties to a prospective buyer based upon location, financial and special requirements. Disclosure is not required at clearly casual or preliminary contacts. One copy of the disclosure form, acknowledged by the buyer(s), shall be given to the buyer(s), and one copy retained for the Company's file.

## **4.11 Home Warranties**

Equal service requires that a Home Warranty and its benefits must be offered to all Company customers/clients. Offering a Home Warranty to only some customers/clients and not all may be considered discriminatory business practice. Home Warranties also can greatly reduce post-closing claims and help control Errors & Omissions costs.

## **5.0 CLOSING PROCEDURES**



## **5.1 Listing Associate Responsibilities**

Complete the Closing File in conjunction with the Shorewest coversheet and submit for review through Dotloop no later than five days after acceptance.

## **5.2 Selling Sales Associate Responsibilities**

### **In-House Listing**

See that earnest money is collected electronically or a check is turned into your Sales Director per the contract date. When the offer is accepted, help the Listing Associate complete the closing file. Attend any/all inspections requested by the Buyer.

### **Co-Broke Listing**

Complete closing file in conjunction with the Shorewest coversheet and submit for review through Dotloop no later than five days after acceptance. At closing collect a signed closing statement, commission check and either a Closing Disclosure, Broker Statement or HUD, depending on the type of transaction, and turn into Closing Department.

## **5.3 Failed Transactions**

Submit signed Cancellation Agreement & Mutual Release (WB-45) through Dotloop. Earnest money shall be disbursed in accordance with the provisions of the offer to purchase and the rules set forth in REEB 18, Wisconsin Administrative Code.

## **6.0 MINIMUM PERFORMANCE STANDARDS**

### **6.1 Sales Associate Evaluation**

Sales Associate evaluation shall be based upon sales production, conformance with acceptable and appropriate business standards, attitude toward fellow Sales Associates, and demonstrated effort toward continued growth.

### **6.2 Education**

The Company conducts education programs and additional seminars and webinars as needed to ensure that all Sales Associates are continuously kept abreast of new developments and technology in the industry.

## **7.0 OFFICE POLICIES**

### **7.1 Floor Time**

Floor Time is a great source for buyer and seller leads and is optional for all Sales Associates. Those who wish to take advantage of Floor Time agree to the following:

1. When a Sales Associate accepts the scheduled floor time and cannot be present, the Sales Associate must find a replacement and notify the Sales Director.
2. No outgoing business or personal calls are to be placed during floor time.
3. Be in the office
4. Answer the phone professionally, "Shorewest Realtors this is (name)"

## **7.2 Open House**

Open houses are a great source for buyer and seller leads and are optional for all Sales Associates. Sales Associates wishing to hold Open Houses must be present for Open House hours as scheduled. All Open Houses must be scheduled for a minimum of one (1) hour.

## **7.3 Use of Office Facilities/Inter-Office Accommodation**

Sales Associates should introduce themselves when arriving at another Company office and are to be accorded all privileges of a Sales Associate.

Customers, clients and guests of the Company should remain in our reception areas and conference rooms. Our work area is reserved for Sales Associates and Employees only. Confidentiality and insurance issues require this policy to be followed.

Various sales aids are provided, which are the property of the Company and are to remain in the office. The efficient use of computers, phones, scanners/copiers and other equipment are tools for business purpose only. The efficient use of the equipment is the responsibility of the Sales Associate and abuse, personal use or removal of equipment is wasteful and dishonest. The use of Company equipment or supplies for the purpose of producing personal marketing materials is prohibited.

All messages sent via fax, electronic mail, or other methods are Company records. The Company reserves the right to access and disclose the contents of any message sent over its communications systems but will do so only when it has a legitimate business need.

The last person to leave an office each day is responsible for turning off all lights and securing the doors.

## **7.4 Company Communications**

Business-related, long-distance calls may be placed from a Company phone. No long-distance personal calls may be placed from Company phones. The Company will not reimburse any other long-distance calls.

All hard copy communication, i.e. faxes or delivered documents are given to the appropriate Sales Associate. Sales Associates should check and respond to their voice mail and email throughout the day.

## **7.5 Motorized Vehicle Policy**

Any SA or EM who uses a motorized vehicle in the course of his/her association/employment or while performing any tasks as an agent of the Company shall use only a four-wheeled vehicle with current registration, license plates, and insurance. The vehicle must be properly insured, maintained and safe to operate. The driver and all passengers must wear seatbelts at all times while the vehicle is in motion.

Use of any motorized two-wheeled or three-wheeled vehicle in the course of performing any work on behalf of the Company or its clients is strictly prohibited. This includes, but is not limited to, motorcycles, motorbikes, motorized scooters, and all-terrain vehicles.

## **7.6 Personal Appearance**

Sales Associates should be dressed in appropriate attire. You will be involved in the most important transaction a client may ever make – the sale or purchase of real estate. To be dressed in anything less than appropriate attire is

to lessen the importance of that event to your clients.

## **7.7 Reception Area**

Reception areas are to be kept clean at all times. Cleanliness is essential to a proper introduction to new clients/customers and to a continuing relationship with such people. A daily or weekly cleaning service is provided by the Company for the general cleanliness of the entire building. However, it is the responsibility of each Sales Associate to maintain the cleanliness of his/her individual work area. Additionally, if the conference room is used by a Sales Associate, it should be cleaned by the Sales Associate upon departure, i.e., arrange chairs, pick up or straighten papers left on table(s) and turn out lights.

## **7.8 Non-Smoking Policy**

The Company is dedicated to providing a healthy, comfortable and productive work environment for our Employees and Sales Associates. The Company endorses a policy which prohibits smoking in Offices.

## **7.9 Drug and Alcohol Abuse**

No drugs or alcohol shall be present or used by the Sales Associate during any real estate brokerage transaction other than those prescribed by and taken under the supervision of a health care provider and which do not adversely affect the Sales Associate's ability to perform his/her real estate duties. Should the Sales Associate have a medical problem that requires the use of drugs which hamper his/her ability to perform his/her real estate duties, the Sales Associate shall notify the supervising broker.

Consumption of, or being under the influence of alcoholic beverages, or any illegal substance, in the office, or while representing the Company, is prohibited. The Sales Associate should also discourage the use of drugs or alcohol by any client/customer during the transaction. Upon discovering that the client/customer is under the influence of either drugs or alcohol, the Sales Associate should take appropriate action to terminate that day's activity and suggest that they discuss or complete the transaction another time.

Alcohol is not permitted in any Company office or on the grounds of any Company office unless prior consent is received from the Executive Office for a special event.

## **7.10 Sales Meeting**

Sales meetings are conducted monthly for the purpose of informing Sales Associates of any changes in Company policy, Company events, changes in the market, new financing procedures, etc. In general, sales meetings are used to keep the Sales Associates informed of all facets of real estate. They are, in fact, training periods and a time for Sales Associates to discuss problems, policies, new listings and requirements for properties occasioned by purchaser requests.

All Sales Associates are encouraged to attend sales meetings, especially sales meetings covering real estate law and license law matters. Said meetings shall be announced in advance to allow Sales Associates to plan accordingly.

## **7.11 Broker Open**

Tour of new listings is a valuable activity to view the new inventory and keep up on the market, especially for new Sales Associates. See your Sales Director for your office tour policy.



## **7.12 Signs**

“For Sale” signs are ordered by the listing office admin only upon receipt of all necessary listing information. The Company requires that all Sales Associates use uniform name signs (sign riders). To ensure uniformity, sign riders will be ordered by the Marketing Manager, with the Sales Associate paying the cost. “Sold” signs shall be posted only after all contingencies of the offer have been waived or satisfied and after obtaining permission from the seller. “Offer Pending” or similar signage may be posted with seller permission after acceptance of an offer but prior to waiver or satisfaction contingencies. *Do not cover office number with a sign rider.*

## **8.0 PERSONNEL POLICIES**

### **8.1 General**

Sales Associates are expected to have respect for themselves, their fellow Sales Associates, support staff and clients/customers. This requires adherence to a high degree of professionalism.

### **8.2 Training**

The Company provides comprehensive post-license “Success Track” and “Skills Track” programs. New Sales Associates must complete these programs upon joining the Company. All Sales Associates new to the Company must have a completed personnel file to conduct business as a Sales Associate for the Company and receive a commission check.

MLS Board orientation required.

### **8.3 Out of Office & Vacations**

When Sales Associates are away from business, they should still respond to email and voice mail in a timely fashion. When Sales Associates will be away from business for more than one (1) day, Sales Associates must notify their Sales Director and arrange for another Sales Associate to cover his/her business.

### **8.4 Termination Policy and Procedures**

When a Sales Associate terminates their association with the Company, The Company will process the necessary documents after all Company property is returned and a “Notice of Termination of Licensee Associated with Firm” form (Form #766) is properly executed and all monies due from Sales Associate or Firm are paid in full. Listings are the property of the Company. If a Sales Associate’s affiliation with the Company is terminated for any reason, listings and potential listing commissions will be reassigned by the Sales Director.

All transactions in process but not closed at the time of termination shall be paid on at the agent’s current split with the Company.

### **8.5 Professional Sales Associates**

The Company maintains membership in the local, state and National Associations of REALTORS. Each Sales Associate is likewise a member of these organizations. Individual fees assessed by these organizations must be promptly paid by Sales Associate when due. You are encouraged to avail yourself of the many opportunities these organizations offer for your further education in the real estate industry.



Sales Associate shall pay all of the cost of his/her own real estate license and membership dues in the National Association of REALTORS®, Wisconsin REALTORS® Association and the local Board/Association of REALTORS® to which your office belongs, as well as customer/client entertainment, personal promotion expenses, and educational expenses to maintain licensure and improve skills. Evidence of license and membership renewal shall be provided to the Company prior to the appropriate renewal date.

**Continuing Education (Mandatory)**

Sales Associate shall maintain all Continuing Education requirements, at Sales Associate’s expense, as mandated by the Wisconsin Department of Safety and Professional Services. Sales Associate shall provide documentation of course completion to Broker.

**Membership in the Board of REALTORS®**

It is expressed, understood and agreed by Sales Associate that the Company is a member of the local Board/Association of REALTORS®, Wisconsin REALTORS® Association, National Association of REALTORS®, which are Institutes and Societies of the National Association, and as a result thereof, the Company is subject to the rules and regulations of those organizations. Sales Associate agrees to be governed by the same rules and regulations. Sales Associate agrees to become a member of the local Board/Association, Wisconsin REALTORS® Association, National Association of REALTORS® and shall be responsible for all applicable dues and fees.

**Adhere to the Code of Ethics and Bylaws of Local Board and MLS**

Sales Associate and the Company each agree to conduct his/her business and regulate his/her habits and working hours so as to maintain and to increase the goodwill, business, profits and reputation of the Company and Sales Associate, and the parties agree to conform to and abide by all laws, rules and regulations, and code of ethics that are binding on, or applicable to, real estate firms and real estate licensees. Sales Associate and the Company shall be governed by the Code of Ethics and the National Association of REALTORS®, the real estate laws of the State of Wisconsin, the Constitution and Bylaws of the local Board/Association of REALTORS®, the rules and regulations of any Multiple Listing Service with which the Company now or in the future may be affiliated, and any further modifications or additions to any of the foregoing. Each party acknowledges receipt of a copy of said Code of Ethics, the local Board/Association constitution and Bylaws and the Rules and Regulations of the Multiple Listing Service.

**8.6 Errors and Omissions - Claims and Settlements**

As a part of your independent contractor relationship with Shorewest, each Sales Associate must maintain Errors and Omission Insurance coverage with the Errors and Omissions carrier endorsed by Shorewest. There is no coverage for Business Opportunity listings or Sales Associate owned property greater than four (4) units, and Sales Associate owned commercial property. Therefore, no Business Opportunities will be listed by Shorewest. Sales Associate owned property greater than four (4) units and Sales Associate commercial properties must be listed with another Shorewest Sales Associate and must have a home inspection prior to the property being listed.

Shorewest and/or its Insurer, in their sole judgment and discretion, shall have the absolute right and authority to settle all claims and disputes, either prior to a lawsuit being filed, or at any time thereafter, and such cost shall be split between the Sales Associate and Shorewest per Sales Associate Commission program. If it is determined by the Insurer or Shorewest that the error or omission is due in whole or in part to the Sales Associate, such Sales Associate shall be responsible for, and promptly reimburse Shorewest, the amount of any judgment or settlement and legal fees, not to exceed, however, the loss deductible or the total commission received by such Sales Associate on such problem transaction. Notwithstanding the above, any punitive damages that may be awarded to any party arising out of the conduct of the Sales Associate shall be borne solely





by such Sales Associate. Further, in any action where legal services are not provided, the Sales Associate shall be solely responsible for payment of the full amount of any judgment rendered against such Sales Associate. Shorewest may withhold commission if such error or omission is determined prior to payment.

The blanket policy that Shorewest has chosen for its associates is a trailing policy. It provides coverage for any claims made in the future for any real estate transactions completed during your employment with Shorewest, REALTORS®. Because of the nature of the policy, there is no refund given if the association between an agent and Shorewest, REALTORS® ends before the policy expires.

There is a Reduced Deductible Endorsement, which allows up to \$5,000 and no time limit if certain conditions are met:

1. Property inspection was performed or waived in writing by the buyer
2. Home warranty policy was purchased or waived in writing by the buyer
3. Property disclosure was made to the buyer; and
4. State or local board-approved standard sales contract used.

## **8.7 Changes in Name, Address and Phone Number**

All changes in name, address and telephone numbers of any Associate must be reported to his/her Sales Director. Name and address changes must be reported in writing to the Department of Safety and Professional Services within 30 days of the change (REEB 23.02).

## **8.8 Reporting Problems to the Sales Director or Owners**

The following problems should be reported to the Sales Director or owners immediately:

1. Customer/client complaints involving real estate transactions.
2. Automobile accidents while the Sales Associate is participating in real estate brokerage transactions.
3. Criminal charges, except for traffic offenses.
4. Civil lawsuits involving real estate brokerage transactions.
5. Department of Safety and Professional Services contacts concerning disciplinary actions or other purposes.
6. Contract default.
7. Threatened legal actions.
8. Acts of discrimination.
9. Unresolved disputes between Sales Associates, within or outside the office.
10. Injuries within the office or while in performance of services in name of the Company.
11. Anyone requesting a copy of your file or any document from your file on a transaction.
12. Service on you of a Subpoena, Notice to Appear, or request for a deposition regarding real estate transactions.
13. Pre or Post-closing phone calls, letters, or other communications from an attorney or client/customer regarding a real estate transaction.

## **8.9 Confidentiality**

All records of your office, as well as conversations between Sales Associates, Sales Director and Sales Associates, and customers/clients and Sales Associates are considered confidential. No files shall be removed from the office without the permission of the Sales Director and no other information obtained, while working for the Company, shall be used to the detriment of the Company.

Business affairs of the Company should be discussed with no one outside the organization except when required in the normal course of business.

1. Information concerning the transactions or financial affairs of clients must be treated as confidential before, during, and after their dealings with the Company.
2. Sales Associates and Employees handling confidential information are responsible for its security. Extreme care should be exercised to ensure that it is safeguarded to protect the Company and its customers.
3. The operation of the Company should not be discussed with people outside of the Company, and in particular, not with competitors. Information concerning sales and marketing techniques or similar subjects should be regarded as trade secrets, the disclosure of which would be harmful to the Company.

Any media requests for interviews or comments must be immediately referred to your Sales Director. SA and EM may not respond to any reporters.

## **8.10 Sales Associate's Personal Safety**

Sales Associates should be particularly careful not to subject themselves unnecessarily to unsafe situations. Some suggestions are:

1. Never go to a vacant house by yourself.
2. If you are concerned about a customer, ask your Sales Director or another Sales Associate to accompany you.
3. Always have your customers meet you at the real estate office first. Never meet a customer at a vacant house.
4. Use caution and judgment. DO NOT put yourself in an unsafe or compromising position.

## **8.11 Legal Assistance for Sales Associates**

If a question arises during a real estate transaction and the Sales Associate believes legal advice is necessary, the Sales Associate shall inform the Sales Director or owners of the problem. The Sales Director will decide whether consultation with an attorney is necessary. If legal consultation is required, the Sales Director will consult with the attorney. If the Sales Associate is sued or threatened with a lawsuit in conjunction with a real estate transaction, he or she should immediately inform the Sales Director. The Sales Director will then report the claim to the Errors and Omissions insurance carrier.

## **9.0 REGULATED/PROHIBITED ACTIVITIES**

### **9.1 Self-Dealing**

As a licensee associated with the Company, you are expected to devote your efforts to the Company business. If you hold a broker's license, you may not do business as a separate firm while licensed with the Company or accept a commission or referral fee from another firm.

### **9.2 Unauthorized Expenses**

Sales Associates do not have the authority to commit the Company or other Sales Associates to any expenditures. Expenses resulting from any such unauthorized commitment by a Sales Associate will be



deducted from that Sales Associate's commission check.

### **9.3 Legal and Tax Advice**

Real estate firms and licensees may not give legal or tax advice directly or indirectly. If a question is of the type that is beyond the scope of real estate practice and training, the Sales Associate should suggest that the client/customer consult an attorney, tax accountant or other appropriate expert having expertise in the area addressed by the client's/customer's question.

### **9.4 Real Estate Settlement Procedures Act (RESPA)**

Per 12 U.S. Code, Chapter 27, §2607, "No person shall give, and no person shall accept any fee, kickback, or other thing of value pursuant to any agreement or understanding, oral or otherwise, that business incident to or a part of a settlement service involving a federally-regulated mortgage loan shall be referred to any person."

In short, paying or receiving a fee or any other thing of value for the referral of business related to settlement without rendering an actual service under specific Consumer Financial Protection Bureau ("CFPB") guidelines is a violation of RESPA.

Do not try to circumvent the rule by hiding referral fees or other incentives. The CFPB has created a very active enforcement agency that is responding to competitors' complaints (including complaints of competing Sales Associates within the same real estate office) and from disgruntled buyers and sellers. Under 12 U.S. Code, Chapter 27, §2607, any person or persons who violate these provisions of RESPA "shall be fined not more than \$10,000 or imprisoned for not more than one (1) year, or both, for each violation."

In addition to the penalties provided under RESPA, the real estate firm/licensee involved would have his/her real estate license revoked by the Wisconsin Department of Safety and Professional Services.

We understand that various settlement service providers offer referral fees or other incentives for business. The fact that some settlement service companies may provide referral fees or incentives (even under the guise of "actual services"), does not make it legal and exonerate the Sales Associate. The law is clear. Liability is "joint and several." In other words, both the settlement service provider offering the fee or incentive and REALTOR® are subject to fines and/or imprisonment.

### **9.5 Do Not Call List**

All SA must follow the guidelines below before participating in any "phone solicitations" as defined by The Department of Agriculture, Trade, and Consumer Protection (DATCP). The DATCP definition of "phone solicitation" is an unsolicited phone call for the purpose of encouraging the call recipient to buy property, goods or services, or a call that is part of a plan or scheme to encourage the call recipient to buy property, goods or services. Under this definition any call made to a Current Customer or Client, or calls made as a follow-up to a Floor Call or Open House, to a FSBO or Expired and any Cold Calls could be interpreted as part of a plan or scheme to encourage the purchase of goods or services. It is for this reason that the guidelines below must be strictly adhered to by all Sales Associates and Employees of the Company.

*Violations could result in fines ranging from \$100 to \$10,000 not including violation fees, damages or penalties, errors & omissions insurance will not cover these expenses. You will be solely responsible for any legal fees, fines, damages, or penalties resulting from any violations of Company policy or DATCP regulations.*

#### **Cold Calls**

Cold calls are only permitted AFTER checking each number against the DNCL. Door-knocking, mailing, and emailing are allowed.



## **FSBOS & Expired's**

Calls to FSBOS or Expired's are only permitted AFTER checking each number against the DNCL. Door-knocking, mailing, and emailing are allowed.

## **Open Houses**

Potential customers visiting your open house must sign the Open House Guest Register and check the appropriate box requesting you to call with more information or services before you can make any follow-up calls to those customers. If a customer does not request additional information or services on the Open House Guest Register, you may not call that person if the number they provide is on the DNCL. Door-knocking, mailing, and emailing are allowed.

## **Floor Calls**

Potential customers who call during your floor time must be asked, "May I call you with any additional information or services regarding this property or any other properties we have available?" If the potential customer says "no", you may not call them if the number they provide is on the DNCL. Door-knocking, mailing, and emailing are allowed.

## **Customers and Clients**

All customers and clients must sign the Shorewest, "Disclosure of Real Estate Agency" form. Customers or Clients who do not sign the form may not be contacted by phone if they are on the DNCL.

Any questions regarding the above stated policy and procedures should be directed to your office Sales Director.

## **9.6 Shorewest, REALTORS® Relocation Division**

### **I. Shorewest, REALTORS® Corporate Accounts**

- A. Shorewest Relocation Division maintains direct relationships with corporations in the marketplace. All referral fees charged to any Sales Associate will be 35% of the gross function side (Buying or Selling side) of the transaction and all transactions are to be paid out on traditional or level commission split.
- B. When the Sales Associate assigned is different from the one who developed the lead:
  - 1. Assigned Sales Associate will pay a 35% referral fee based on the gross function side of the transaction with a traditional or level plan.

### **II. Third Party Corporate/Relocation Management Companies/Affinity Benefit Programs For Buyers & Sellers**

- A. All transactions involving Third Party Corporate Benefit Programs must revert to traditional or level commission plans.
- B. Sales Associates will pay a minimum 35% referral fee and pay any applicable third party fees based on the function side of the transaction. Additional fees vary from company to company. A referral fee disclosure shall be provided by the Relocation Division and shall be acknowledged by the Sales Associate.
- C. Commissions paid by Third Party companies vary and some exceptions may be requested by the Relocation Management Company which must be pre-approved by the Shorewest Relocation Division. When exceptions vary from Shorewest, REALTORS® minimum commission



requirements they must be referenced as a “Special Project” in both swragentpro.com and MLS.

### **III. Referral Fees Assigned by the Relocation Division**

- A. State of Wisconsin requires all referral commissions to be paid firm to firm. All referral fees - assigned by the Relocation Division are placed at a minimum of 35%.
- B. All referred transactions from the Relocation Division shall be paid on traditional or level commission plan.
- C. Clients referred by the Relocation Division cannot be referred to another agent under any circumstances. If an agent is unable to service a client given by the Relocation Division, the agent should notify the Relocation Division for reassignment or further services.

### **IV. Referral Fees**

- A. All Sales Associates who receive or place a referral directly with another firm or licensee are **REQUIRED** to contact an owner and register the referral with a written referral agreement.
- B. Should a Sales Associate place a referral with another Relocation Division network firm or licensee, the minimum fee is 30% of the transaction side. Should the Sales Associate receive a referral from another Relocation Division network firm or licensee, the minimum referral fee is 35% of the transaction side. Non referral network referrals are a minimum of 25%.
- C. Any Buyer or Seller with a Corporate Benefit Package shall be paid on the agent’s commission split.
- D. Outgoing referrals **MUST** be placed through the Relocation Division. **ONLY** out going referral fees have a 20% Relocation Division Network fee taken off the top before the fee is split with the agent and paid out as a traditional or level plan. Each year the fee is subject to change based on the previous number of outgoing referrals sent.

NOTE: Wisconsin License Law requires all referral fees to be paid firm to firm. Fees paid between licensees is a violation of license law and may result in dismissal and/or disciplinary action from the DSPS.

### **V. Ecommerce Leads**

- A. All referrals furnished by the Shorewest Ecommerce Team will be worked on a fee basis on the function side of all transactions. An agreement with Ecommerce will be signed prior to the assignment of any referrals.

### **VI. Internal Shorewest, REALTORS® Sales Associate to Sales Associate Referrals**

- A. When faced with a transaction that exceeds the scope of a Sales Associate’s expertise or knowledge of the market area, the Sales Associate is encouraged to refer business to a fellow Shorewest Sales Associate in order to provide the best service and results to the client. These internal referrals do not need to go through the Shorewest Relocation Division.
- B. Internal referrals should include discussion on the scope of service required and a commission agreement between Sales Associates (See section 1.5, “Private Commission Splits”).

## **9.7 Personal Assistants (PA)**

A Sales Associate may not hire another Sales Associate as a licensed Personal Assistant (“PA”) or as a salaried or hourly employee.

Those Sales Associates wishing to form a team must follow the production guidelines outlined below.



1. Unlicensed PAs and PAs who are licensed but their license is not held by Shorewest, cannot do any licensed activity and must be employed by the Sales Associate and paid through a third party payroll system and offered all benefits that would apply, based on their hours worked. All PA's, licensed or unlicensed, must have a written employee agreement or Wisconsin REALTORS® Association licensed or unlicensed employment agreement.
2. Payroll checks for PAs licensed with Shorewest are cut through Shorewest, REALTORS® and individual Sales Associates must reimburse the Company the amount paid to the PA upon receipt of bill from Shorewest, REALTORS® Accounting
3. Each PA is paid on a case-by-case basis as agreed upon between the Sales Associate and PA. All compensation agreements between the Sales Associate and PA must be in writing.
4. All PA's must follow the Company's policies and procedures and attend the Company orientation. Compensation to PA's doing training is the responsibility of the hiring Sales Associate. It is the responsibility of the hiring Sales Associate to train the PA on all office and Company policies and procedures.
5. For licensed PA's all MLS fees, Board Dues, E & O, Technology fees and any other fees, must be paid and must be paid by either the Sales Associate or the PA.

## 9.8 Production

A new Sales Associate's production and start date, begins on the date his license is granted by the DSPS. For a veteran agent new to Shorewest, his production and start date begins on the "Association Effective Date" entered on his signed Notice of License Association with Firm (form #812). Production volume and units follow the commission earned. Production may not be divided in any other manner. This applies to both teams and individual Sales Associates. When a Veteran Sales Associate transfers from another firm, all previous production from the year the Veteran Sales Associate transfers to the Company is counted in their production. Sales Associates' individual production volume is the qualifier for the Top Producers. A team, for ranking purposes, is defined as two or more "active" licensed members.

## 9.9 Use of Drones for Photo and Video

Use of unmanned aircraft systems ("UAS"), also known as "drones" for aerial photography or videography (Interior or Exterior) carries the potential for injury to persons or property and for legal action by federal and state regulatory agencies. Accordingly, Shorewest will permit UAS to be used only with the Company's prior approval, which is subject to the following procedures and requirements:

- Shorewest must pre-approve the use of any third-party vendor or agent to utilize UAS for aerial photography or videography services.
- Agreements used by vendors that limit the liability of the vendor or require Shorewest, the associate or clients to indemnify the vendor are not acceptable and will be rejected.
- The operation and use of UAS is excluded from coverage under the Company's Release of Liability Plan and the Company does not provide any insurance related to the operation of UAS.

The following documentation and information must be provided to Shorewest for review as part of the pre-approval process:

- A completed Shorewest, REALTORS® - UAS Vendor Service Agreement signed by the vendor/agent under whom the vendor/agent agrees to comply with all applicable federal and state laws and regulations concerning the use of UAS and further agrees to hold harmless and indemnify Shorewest, the sales associate and any client for any liability arising from the use of UAS.
- Proof of a FAA issued pilots license or a remote pilot certification with a UAS rating from the FAA.

- A copy of the insurance policy under which the vendor/agent is insured in connection with the operation of UAS for the purpose intended. The insurance policy must be primary and non-contributory, and must provide liability and property damage coverage limits of at least \$1 million per occurrence. The insurance policy must also be endorsed to name Shorewest as an additional insured as documented by a Certificate of Insurance issued in the name of the Company providing that the Company will be notified in the case of cancellation or non-renewal of the policy. Any Shorewest sales associate seeking to utilize a drone owned by the associate shall provide and sign the same documentation and information to Shorewest for review as part of the pre-approval process.

## **10.0 ELECTRONIC COMMUNICATION & SOCIAL MEDIA POLICY**

### **10.1 Electronic Communication Policy**

Shorewest, REALTORS® (the “Company”) provides an electronic mail system, also referred to as “email”, and Internet access to facilitate business communications.

Sales Associates associated with the Company and Employees employed by the Company (“SA and EM”) consent to the interception, review and disclosure of any and all communications and transmissions made through or received through the Company-provided email and Internet systems. Although an SA and EM may have individual passwords to access these systems, all passwords belong to the Company and the content of Internet and email communications and transmissions are accessible at all times by Company management for any business purpose. These systems may be subject to periodic unannounced inspections and should be treated like other shared filing systems. All system passwords and encryption keys must be available to Company management, and you may not use passwords that are unknown to the Company or install encryption programs without turning over encryption keys to the Company.

All Internet communications, transmissions and email messages are Company records. The contents of Internet and email communications and transmissions properly obtained for legitimate business purposes may be disclosed within the Company without your permission. Therefore, you should not assume that messages are confidential. SA and EM have no right to privacy with regard to email or Internet usage. All email and Internet usage can be recorded and stored along with the source and destination. Back-up copies of Internet and email communications and transmissions may be maintained and referenced for business and legal reasons.

The Company provides an electronic mail system and Internet access to assist you in your performance and these systems are to be used solely for official Company business. The Company reserves the right to access and disclose as necessary all messages sent over its Internet and email system without regard to content.

Since your Internet, email and personal messages can be accessed by Company management without prior notice, you should not use the Internet and email to access or download any information or to transmit any messages you would not want read by a third party. For example, you should not use the Internet and email for gossip, including personal information about yourself or others; for forwarding messages under circumstances likely to embarrass the sender; or for emotional responses to business correspondence or work situations. In any event, you should not use these systems for such purposes as soliciting for commercial ventures, religious or personal causes or outside organizations or other similar, non-job related solicitations. If the Company discovers that you are misusing the Internet and/or email system, you will be subject to disciplinary action up to and including termination.

Personal use by SA and EM of the Company-provided email system and Internet access should be on a limited basis only. Employees are allowed to use the email system and Internet access for personal use on lunch breaks, scheduled breaks and before and after working hours.



You may not use the Company's email system or Internet in any way that may be seen as insulting, disruptive, or offensive by other persons, or harmful to morale. Examples of forbidden transmissions include, but are not limited to, sexually-explicit messages, cartoons, or jokes; unwelcome propositions or love letters; ethnic or racial slurs; accessing any Internet sites that are discriminatory, pornographic or offensive; downloading or transmitting material of a pornographic nature; or any other message or transmission that can be construed to be harassment or disparagement of others based on their race, color, handicap, familial status, age, national origin, ancestry, religion, lawful source of income, sex, sexual orientation, status as a victim of domestic abuse, sexual assault or stalking, gender identity or political beliefs.

Email communications and transmissions may not reveal trade secrets and/or confidential or proprietary information. Material downloaded from the Internet must comply with all copyright laws. Copyright materials belonging to entities other than the Company may not be transmitted by SA or EM over the Company's email/Internet system. All SA and EM obtaining access to other company's or person's materials must respect all copyrights and may not copy, retrieve, modify, or forward copyright materials, except with permission or as a single copy for reference only.

Wisconsin law prohibits the unlawful use of computerized communication systems. See Section 947.0125 of the Wisconsin Statutes. Section 947.0125 of the Wisconsin Statutes prohibits the sending of a message to a person via an electronic mail or other computerized communication system where the message is sent with the intent to frighten, intimidate, threaten, abuse, annoy, offend or harass another person, and in that message (1) threatens to inflict injury or physical harm to any person or the property of any person, (2) uses any obscene, lewd, or profane language or suggests any lewd or lascivious act, or (3) intentionally prevents or attempts to prevent the disclosure of his or her own identity. In addition, the law prohibits the harassment of another person by the sending of repeated messages via an electronic mail or other computerized communication system and knowingly permitting or directing another person to send a message prohibited under this section.

Wisconsin law also prohibits offenses against computer data, programs, computers, computer equipment or supplies. See Section 943.70 of the Wisconsin Statutes. Section 943.70 of the Wisconsin Statutes prohibits the modification, destruction, copying, taking and access to data, computer programs, supporting documentation, computer equipment, computer system, or computer network without authorization. ***This includes but is not limited to copying, taking, and giving access to information which has been designed exclusively for Shorewest, REALTORS® use and/or the disclosure of the same to any unauthorized individuals or companies.***

Use of the Company-provided email and Internet systems in violation of this policy and/or Wisconsin law will result in disciplinary action up to and including termination.

Some Internet Security Reminders:

- If you do not know who the email is from, it is suspect
- If there is an attachment that you are not expecting, even if the email comes from a known sender, it is suspect
- If the attachment has an unusual name or extension, it is suspect
- If you suspect anything isn't quite right, STOP. If you are convinced the email is bogus, delete it.
- If you have any concerns or questions, contact IT immediately
- If you are involved in training new SA or EM, this information should be conveyed to him by you.
- Don't ever let your guard down

## 10.2 Electronic Communications – Security/Anti-Fraud Policy





## Security

It is important to remember that electronic communications such as email, text messages and social media are neither secure nor confidential. While the Company has implemented stringent security systems and firewalls to aid in avoiding cyber-attacks and fraud, even the best security protections can still be bypassed by unauthorized parties, particularly if email logins and passwords are compromised.

As a precaution against security breaches, personal information (e.g., social security numbers, birth dates, credit card numbers, bank account numbers, etc.), should never be sent electronically.

## Anti-Fraud

In today's real estate industry, cyber-attacks at both the local and national level are very prevalent. The sophistication of such schemes is impressive. You, as well as customers, need to be on alert for such schemes at all times.

Once an email account is hacked it can appear that you or the customer is receiving information/instructions from a trusted source when in fact you are receiving the email from a cyber crook. You may receive an email that appears to be from a colleague or trusted vendor asking you to click on a link, and once you click on the link your email has been hacked. You or the customer may then receive an email that looks like it is coming from a trusted source, mortgage provider or title company with wiring instructions for funds. If those instructions are followed, you or the customer could be wiring funds to a fraudulent account and will never see that money again.

Never click on a link in an email unless you are absolutely sure it is from a person or company you trust and know. To be sure it is from the actual person or company sending it to you, look closely at the email address for any variations, read the entire email for grammatical errors and call the person or company to verify they actually sent it to you.

Cyber-attacks can have devastating consequences for you, customers and the Company. These policies protect you and the customer and must be strictly adhered to.

Be aware that violations of this Anti-fraud Policy are not covered by E&O, or other insurance. In addition, failure to follow this Anti-Fraud Policy may result in disciplinary action, up to and including termination.

## 10.3 Social Media Policy & Guidelines

### *Introduction*

Social Media continues to evolve every day – and this policy and these guidelines may evolve right along with it – so please make sure to check back periodically for updates.

The Company recognizes the important opportunities afforded by social media sites and we encourage our SA, EM, and independent contractors to participate in them. That said, there are some unique challenges to the social media sites and the Company hopes to protect you and itself by implementing this policy.

### *What is Social Media?*

“Social media” includes all means of communicating, publishing or posting information or content of any sort on the internet, including but not limited to: blogs, journals and diaries, wikis, forums, chat rooms, personal websites, and online social networks such as Facebook, LinkedIn, Twitter, Snapchat, Instagram, Pinterest, WhatsApp, Reddit, etc., as well as any other form of electronic communication.



### ***What does this Policy and Guidelines cover?***

- The Policy and Guidelines cover any use of *social media* if you are an SA, EM or independent contractor of the Company and engage on social media sites for *professional purposes*. To be clear, if a use of social media constitutes a use for professional purposes, that use must adhere to both the Policy and the Guidelines.
- The Guidelines cover use of *social media* if you are an SA, EM, or independent contractor of the Company and engage on social media sites for *personal purposes*. The Company strongly recommends following these guidelines when using any social media site.

### ***Why do we have this Policy and Guidelines?***

Given the viral nature of the Internet, communications can be sent far and wide (and quickly) without any review or consideration by the Company.

We support the usage of social media by our SA, EM, or independent contractors of the Company but we expect that each and every SA, EM or independent contractor is responsible for their own communications. If you engage in use of social media for professional purposes, we expect that you will adhere to the policy and guidelines.

The goal of the policy and guidelines is to assist everyone with the proper and positive usage of social media and to help protect the Company and our SA, EM, or independent contractors from the risks of using social media.

***Questions.*** If you have any questions or comments on the policy and guidelines or would like any additional information on these topics, please contact: the Marketing Director of Shorewest, REALTORS®.

### ***Background***

We view our SA, EM, and independent contractors as representatives of the Company as such, and just as in your daily lives, we ask that you continue to hold yourselves in the context of social media sites in a professional manner that is reflective of our brand and our reputation.

It is important to understand that any mention or connection to the Company on social media sites (including identifying the Company as your employer or firm you're associated with) are reflective of both you as an individual and the company as an organization.

In fact, any mention or connection to the Company on social media sites may create risk to the Company and, therefore, those uses of social media are subject to both this policy and the guidelines below.

### ***Policy***

- No communications on social media sites should be made as though the communications are “official” statements of the Company without the prior written authorization of the owners.
- No communications on social media sites should be disparaging, insulting or disruptive to the Company nor harmful to the morale of its SA, EM, or independent contractors.
- Any mention of the Company must adhere to brand guidelines including usages of trademarks and logos.
- If you incorporate a trademark into a username with any social media site (including Twitter handles, Facebook pages, etc.), please remember that the Company owns those trademarks and those sites must be approved by the Marketing Director of Shorewest, REALTORS®. If you choose to create a Facebook business page, or Twitter account as an SA, EM, or independent contractor it should read YOUR NAME



— Shorewest, REALTORS®.

- All communications/comments to or from company pages and sites, e.g., *shorewest.com*, *Facebook*, *Instagram*, *Pinterest*, *Twitter*, *LinkedIn*, etc., should be limited to factual correspondence on real estate matters, market data and community information and may not include political, religious, or personal viewpoints.
- All policies and procedures set forth in the Company's SA, EM, or Independent Contractor Handbook [and any Code of Conduct] remain in effect. Please review those procedures.

### ***Impact from Social Media Policy***

Failure to follow the Policy when engaged in social media for *professional purposes* may result in disciplinary action or in termination of a relationship.

***Emerging Online Etiquette.*** When using or engaging in social media, please follow these simple rules of conduct:

- ***Be Truthful.*** Always communicate facts that are true. If you are not sure if something is true or not, do not write it as though it is true. It is okay to write opinions, **but make sure that your opinion is NOT communicated as a fact.**
- ***Be Positive.*** If you do not have something nice to say, think twice before you say it.
- ***Be "Short and Sweet."*** If you want someone to read your message, get to the point and quickly.
- ***Be Up to Date.*** Many readers are interested in learning something. Be a source of information but make it new and fresh.
- ***Be Honest.*** If you are writing about a product or services, disclose any relationship with that company offering the product or service (including financial or otherwise) that may influence any statements about that company.
- ***Be Yourself.*** Do not falsely impersonate anyone, including Shorewest, REALTORS®
- ***Know Your Audience.*** Consider the appropriateness of your messages (including photos) – especially if there are minors that can access your information.
- ***Use Proper Spelling and Grammar.*** Even though use of abbreviations in texting and various forms of social media is widespread, we recommend using proper spelling and grammar in all professional messages.
- ***Correct Your Mistakes.*** If you make a mistake, make sure to print a retraction or correction to your message. If you try to correct someone else's mistake, consider sending them a direct message rather than a public note. It is both polite and avoids any embarrassment in case your correction is inaccurate.
- ***Quality, not Quantity.*** It is hard for a reader to absorb multiple messages in a row. Consider spreading out your messages to give readers sufficient time to reflect on your message.
- ***No Illicit Statements.*** It should go without saying, but no messages should contain statements that are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, gambling-related, drug-related, alcohol-related, profane, racist, sexually explicit, indecent, or offensive to any group based on race, religion, ethnic background, lifestyle, age, gender, sexual orientation, gender identity, etc.

- **REMEMBER THE GOLDEN RULE:** Treat others as you would want to be treated.
- **ALWAYS TRUST YOUR INSTINCTS:** If something tells you that you should not write it, don't, or consult someone before you do.
- **ALL EYES ARE ON YOU:** A good rule of thumb is to assume that if you post it, like it or share it, everyone in the world can see it and that includes your family, friends, professional peers, current clients, and potential customers.

**Other Important Considerations.**

- **Everything can be used against you in a Court of Law.** Everything lasts forever on the Internet and it can come back to haunt you.
- **Know your Code of Ethics – DO NOT DISCLOSE CONFIDENTIAL INFORMATION.** Real estate law requires us to follow certain ethical guidelines including the disclosure of confidential information of customers and clients before, during and after the transaction. Consider that information passed through third party email systems such as g-mail, yahoo or hotmail accounts may not be considered confidential.
- **Know your Federal and Local Laws.** There are federal and state laws that govern the real estate industry. You could be held responsible for messages that violate these laws. Three important laws you should know: the Federal Trade Commission (FTC) Advertising Laws, Fair Housing and Privacy Laws.
- **Usage of Trademarks and Copyrights.** Do not use any trademarks or copyrights of the Company unless you have been specifically authorized to do so by Shorewest's Marketing Division. If you use any third party trademarks or copyrighted materials, please remember to give proper credit or provide a link to a site if the materials were available on-line.
- **Use Disclaimers.** Please place the following disclaimer on all social media sites that are not used for professional purposes.

***The views expressed herein are my personal views and do not reflect the views of Shorewest, REALTORS®.***

***- Alternate -The views expressed herein are my personal views and do not reflect the views of my employer or firm that I am associated with.***

**Impact from Social Media Guidelines**

Any communications on social media sites for *personal purposes* that could be considered disparaging, insulting or disruptive to the Company or harmful to the morale of its SA, EM, or Independent Contractors may result in disciplinary action or in termination of a relationship.

**11.0 INTERNET USAGE POLICY**

**INTRODUCTION**

Shorewest Realtors, (the "Company") has provided Internet access to Sales Associates and Employees ("SA and EM") in the work environment and has made available programs for Internet access for them at their workstations and in their homes. The Company's Internet usage policies are designed to ensure proper use of the Company's Internet connection and computing systems. This service is provided to assist you in conducting Company business



by facilitating access to necessary business and research information and communication with the Company's clients. The purpose of the policy is to inform SA and EM of the Company of appropriate standards for conduct while using the Internet and computing systems.

## COMMUNICATIONS

Any messages or information sent by a SA or EM to another individual outside of the Company via an electronic network (e.g., bulletin board, online service, or Internet) are also statements that reflect on the Company. While some users include personal "disclaimers" in electronic messages, there is still a connection to the Company, and the statement may be tied to the Company.

Each SA and EM is responsible for the content of all texts, audio, or images that she or he places or sends over the Company's computer and telephone system, including Internet, e-mail, fax, and voicemail. No e-mail or other electronic communications may be sent which hides the identity to the sender or represents that the sender is someone else or someone from another company. All messages communicated on the Company's computer and telephone system, including Internet, e-mail, fax, and voicemail must contain the SA or EM's name.

## TRANSMISSION OF COPYRIGHT MATERIALS OVER COMPANY SYSTEMS

Copyright materials belonging to entities other than the Company may not be transmitted by SA or EM over the Company's e-mail/Internet system. All employees obtaining access to other Company's or person's materials must respect all copyrights and may not copy, retrieve, modify, or forward copyright materials, except with permission or as a single copy for reference only.

## MONITORING

SA or EM do not have a personal privacy interest in any matter created, received, or sent from an e-mail. In order to monitor the effectiveness of the Internet and to prevent unauthorized use thereof, to assure compliance with Company policies, and to investigate conduct which may be unlawful, or which may adversely affect the Company or the welfare of its personnel, the Company will periodically monitor, survey or review the Internet usage occurring on Company computers at Company workstations through the use of surveys and monitoring hardware and software.

## INAPPROPRIATE USE OF COMPANY COMPUTERS/INTERNET ACCESS

- Office computers shall not be used to access the Internet at any time for any purpose other than purpose directly related to work.
- SA and EM are specifically prohibited from visiting sexually explicit web sites, capturing pornographic images for any use, accessing web sites which depict violence, or engaging in any behavior through use of Office computer or the Internet that would otherwise create a hostile work environment.
- Company computer and telephone system, with its Internet, e-mail, fax, and voicemail access, may not be used for transmitting, retrieving or storage of any communications of a discriminating or harassing nature or materials that are obscene. Harassment of any kind is prohibited. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes, or sexual preference shall be transmitted.
- No abusive, profane, or offensive language is to be transmitted through the Company's computer and telephone system, including the Internet, e-mail, fax, and voicemail.
- Electronic media may not be used for any purpose, which is unlawful against any other Company policy or contrary to the Company's best interest.
- Solicitation of non-Company business or any use of the Company's computer and telephone system including internet, e-mail, fax, and voicemail, for personal gain is prohibited.

## VIOLATIONS

SA and EM who violate this policy are subject to discipline up to and including termination from employment or termination of the independent contractor agreement, as applicable.

## 12.0 INDEPENDENT CONTRACTOR AGREEMENT

Dear Sales Associate,

As a licensee associated with Shorewest, REALTORS® (“Sales Associate”), this letter is offered as a memorandum of agreement covering your association as an Independent Contractor with Shorewest, REALTORS®, hereinafter the “Company”, in the business of real estate sales.

You will use your best efforts to sell properties listed with or available for this purpose to the Company and to solicit additional property listings for sale. In doing so, you will conduct your business in an ethical manner to maintain and increase your goodwill and reputation and that of the Company. Your work in the business of real estate sales will be done exclusively in association with the Company under the terms of this agreement as long as it is in effect.

You will abide by all applicable laws and governmental regulations, the policy manual of the Company and the Code of Ethics of the National Association of REALTORS and its state and local components.

You will be compensated on a commission basis in accordance with the commission schedule **as provided by your sales director**. In no case shall you or the Company be liable to one another for commissions. Your share of the commissions collected will be held in your name and paid to you in accordance with the commission schedule. The Company will report commissions paid to you on appropriate informational returns to state and federal tax authorities. Both you and the Company will submit all tax returns consistent with your status as an Independent Contractor.

The Company will not reimburse you for any expenses incurred by you in connection with your business activities. Expenses properly chargeable against the commission to be divided (such as costs of collection) will be paid out of the commission before its division and thus shared ratably by you and the Company.

The Company will provide for your use: office space and furniture, promotional materials, telephone, and clerical assistance. It will make available to you all current listings that are available to it (except those withheld for a valid reason) and will cooperate with you in effecting the sale of properties that you sell or list.

You will be solely liable for your acts done in the conduct of your business and under the terms of this Independent Contractor Agreement; you will not be treated as an employee for federal or state tax purposes. You are responsible for paying your own estimated income and self-employment taxes. Except as specifically provided in particular transactions, you have no authority to bind the Company by any promise or representation. You will be deemed for all purposes as an Independent Contractor and not a servant, employee, or partner. Your treatment as an Independent Contractor is consistent with Wisconsin real estate laws, legal precedents, and long-standing practice in real estate brokerage.

Your association with the Company may be terminated at any time by either party upon written notice to the other. Such termination will not divest you of any rights in commission accrued during your association, but such commissions are subject to reasonable charges and setoffs. You will not, after termination of your association, use information gained from the Company for your advantage or any other person’s advantage and to the disadvantage of the Company.

The Company shall be deemed by law to be the author of all property listings written by Sales Associates as a work made for hire under this Agreement, and the Company is entitled to and shall own all copyright rights therein and all other intellectual or other property rights in or relating thereto. To the extent, if any, that any property listings (or any part thereof) may not be deemed to be works made for hire or that any



copyright in a property listing (or contents thereof). Such right, title and interest shall be deemed assigned as of the moment of creation without the necessity of any further action on the part of either party. From time to time upon the Company's request, Sales Associate shall confirm such assignment by executing and delivering assignments or other instruments as the Company may request.

**If you accept the terms set out herein for your association with the Company, please sign and return the extra copy of this letter.**

Sincerely,  
Shorewest, REALTORS®

Joy Pouwels  
President

I accept the terms set forth for my association with the Company.

\_\_\_\_\_  
Sales Associate Signature \_\_\_\_\_  
Date

**Receipt**

I hereby acknowledge that I have received, read, and understand the following:

- A. Company Policy and Procedure Manual
- B. Fair Housing Handbook
- C. Independent Contractor Agreement

I also acknowledge that any updated policies will be posted on the Company intranet site and I am bound by those policies as of the date they are posted.

\_\_\_\_\_  
Sales Associate Signature \_\_\_\_\_  
Date

\_\_\_\_\_  
Sales Office



**Shorewest, REALTORS®**  
**INDEPENDENT CONTRACTOR AGREEMENT**  
**MEMORANDUM AGREEMENT**

Dear Sales Associate,

As a licensee associated with Shorewest, REALTORS® (“Sales Associate”), this letter is offered as a memorandum of agreement covering your association as an Independent Contractor with Shorewest, REALTORS®, hereinafter the “Company”, in the business of real estate sales.

You will use your best efforts to sell properties listed with or available for this purpose to the Company and to solicit additional property listings for sale. In doing so, you will conduct your business in an ethical manner to maintain and increase your goodwill and reputation and that of the Company. Your work in the business of real estate sales will be done exclusively in association with the Company under the terms of this agreement as long as it is in effect.

You will abide by all applicable laws and governmental regulations, the policy manual of the Company and the Code of Ethics of the National Association of REALTORS and its state and local components.

You will be compensated on a commission basis in accordance with the commission schedule **as provided by your sales director**. In no case shall you or the Company be liable to one another for commissions. Your share of the commissions collected will be held in your name and paid to you in accordance with the commission schedule. The Company will report commissions paid to you on appropriate informational returns to federal and state tax authorities. Both you and the Company will submit all tax returns consistent with your status as an Independent Contractor.

The Company will not reimburse you for any expenses incurred by you in connection with your business activities. Expenses properly chargeable against the commission to be divided (such as costs of collection) will be paid out of the commission before its division and thus shared ratably by you and the Company.

The Company will provide for your use: office space and furniture, promotional materials, telephone, and clerical assistance. It will make available to you all current listings that are available to it (except those withheld for a valid reason) and will cooperate with you in effecting the sale ~~and rental~~ of properties that you sell, ~~rent~~ or list.

You will be solely liable for your acts done in the conduct of your business and under the terms of this Independent Contractor Agreement; you will not be treated as an employee for Federal Tax purposes. You are responsible for paying your own estimated income and self-employment taxes. Except as specifically provided in particular transactions, you have no authority to bind the Company by any promise or representation. You will be deemed for all purposes as an Independent Contractor and not a servant, employee, or partner. Your treatment as an Independent Contractor is consistent with Wisconsin real estate laws, legal precedents, and long-standing practice in real estate brokerage.

Your association with the Company may be terminated at any time by either party upon written notice to the other. Such termination will not divest you of any rights in commission accrued during your association, but such commissions are subject to reasonable charges and setoffs. You will not, after termination of your association, use information gained from the Company for your advantage or any other person’s advantage and to the disadvantage of the Company.



The Company shall be deemed by law to be the author of all property listings written by Sales Associates as a work made for hire under this Agreement, and the Company is entitled to and shall own all copyright rights therein and all other intellectual or other property rights in or relating thereto. To the extent, if any, that any property listings (or any part thereof) may not be deemed to be works made for hire or that any copyright in a property listing (or contents thereof) may not be deemed to be owned by the Company by operation of law or otherwise, Sales Associate agrees to assign and hereby does irrevocably assign to the Company, without the necessity of any additional consideration, all of Sales Associate's right, title and interest in any copyright rights in and to any such property listings (and the contents thereof). Such right, title and interest shall be deemed assigned as of the moment of creation without the necessity of any further action on the part of either party. From time to time upon the Company's request, Sales Associate shall confirm such assignment by executing and delivering assignments or other instruments as the Company may request.

**If you accept the terms set out herein for your association with the Company, please sign and return the extra copy of this letter.**

Sincerely,  
Shorewest, REALTORS®

Joy Pouwels  
President

I accept the terms set forth for my association with the Company.

\_\_\_\_\_  
Sales Associate Signature

\_\_\_\_\_  
Date

**Receipt**

I hereby acknowledge that I have received, read, and understand the following:

- D. Company Policy and Procedure Manual
- E. Fair Housing Handbook
- F. Independent Contractor Agreement

I also acknowledge that any updated policies will be posted on the Company intranet site and I am bound by those policies as of the date they are posted.

\_\_\_\_\_  
Sales Associate Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sales Office

