

HomeSouth Residential
Agent Handbook 2019

Rev. 9-1-19

Section 1 – General Information

1.1 Purpose

This handbook has been prepared to inform new employees & licensees of the policies and procedures of this company and to establish the company's expectations. It is not all inclusive or intended to provide strict interpretations of our policies; rather, it offers an overview of the work environment. This handbook is not a contract, expressed or implied, guaranteeing employment for any length of time and is not intended to induce an employee to accept employment with the company.

The company reserves the right to unilaterally revise, suspend, revoke, terminate or change any of its policies, in whole or in part, whether described within this handbook or elsewhere, in its sole discretion. If any discrepancy between this handbook and current company policy arises, conform to current company policy. Every effort will be made to keep you informed of the company's policies, however we cannot guarantee that notice of revisions will be provided. Feel free to ask questions about any of the information within this handbook.

This handbook supersedes and replaces any and all personnel policies and manuals previously distributed, made available or applicable to employees.

1.2 At-Will Employment

Real estate salespersons with Homesouth Residential, Inc shall be Independent Contractors of the Brokerage. Other positions may be considered Independent Contractors or employees, dependent on position. For more information on Independent Contractor positions, see Section 3.

Employment with the Company is at-will. Employment at-will may be terminated with or without cause and with or without notice at any time by the employee or the Company. As part of each employee's at-will employment, the Company expressly reserves its authority to manage and control its business enterprise and to exercise its sole discretion to determine all issues pertaining to each employee's employment, including all matters regarding promotion, job assignment, workforce size, demotion, transfer and discipline. No Manager, Supervisor or employee of the Company has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will. Only the CEO of Amerisave has the authority to make any such arrangement and then only in writing to be signed by both the CEO and the employee.

Section 2 – Workplace Commitments

2.1 Equal Opportunity Employment

This company is an equal opportunity employer and does not unlawfully discriminate against employees or applicants for employment on the basis of an individual's race, color, religion, creed, sex, national origin, age, disability, marital status, veteran status or any other status protected by applicable law. This policy applies to all terms, conditions and privileges of employment, including recruitment, hiring, placement, compensation, promotion, discipline and termination.

Whenever possible, the company makes reasonable accommodations for qualified individuals with disabilities to the extent required by law. Employees who would like to request a reasonable accommodation should contact Mark Bradley.

2.2 Non-Harassment Policy / Non-Discrimination Policy

This company prohibits discrimination or harassment based on race, color, religion, creed, sex, national origin, age, disability, marital status, veteran status or any other status protected by applicable law. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and is free from discriminatory practices, including without limitation harassment. Consistent with its workplace policy of equal employment opportunity, the company prohibits and will not tolerate harassment on the basis of race, color, religion, creed, sex, national origin, age, disability, marital status, veteran status or any other status protected by applicable law. Violations of this policy will not be tolerated.

Discrimination includes, but is not limited to: making any employment decision or employment related action on the basis of race, color, religion, creed, age, sex, disability, national origin, marital or veteran status, or any other status protected by applicable law.

Harassment is generally defined as unwelcome verbal or non-verbal conduct, based upon a person's protected characteristic, that denigrates or shows hostility or aversion toward the person because of the characteristic, and which affects the person's employment opportunities or benefits, has the purpose or effect of unreasonably interfering with the person's work performance, or has the purpose or effect of creating an intimidating, hostile or offensive working environment.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal, visual or physical conduct of a sexual nature, 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 working environment.

Reporting: Any company employee who feels that he or she has been harassed or discriminated against, or has witnessed or become aware of discrimination or harassment in violation of these policies, should bring the matter to the immediate attention of his or her supervisor or Mark Bradley. The company will promptly investigate all allegations of discrimination and harassment, and take action as appropriate based on the outcome of the investigation. An investigation and its results will be treated as confidential to the extent feasible, and the company will take appropriate action based on the outcome of the investigation.

No employee will be retaliated against for making a complaint in good faith regarding a violation of these policies, or for participating in good faith in an investigation pursuant to these policies. If an employee feels he/she has been retaliated against, the employee should file a complaint using the procedures set forth above.

2.3 Open Door Policy

The company has an open door policy and takes employee & licensee concerns and problems seriously. The company values each employee and strives to provide a positive work experience. Employees are encouraged to bring any workplace concerns or problems they might have or know about to their supervisor or some other member of management.

2.4 Professional Conduct

This company expects its employees to adhere to a standard of professional conduct and integrity. This ensures that the work environment is safe, comfortable and productive. Employees should be respectful, courteous, and mindful of others' feelings and needs. General cooperation between coworkers and supervisors is expected. Individuals who act in an unprofessional manner may be subject to disciplinary action.

2.5 Dress Code

An employee's personal appearance and hygiene is a reflection on the company's character. Employees are expected to dress appropriately for their individual work responsibilities and position.

Section 3 – Salespersons

3.1 Independent contractor

You have signed an Independent Contractor Agreement with the Company and are associated with this Company as an Independent Contractor. You do not have an employee-employer relationship with this Company. You are considered to be an Independent Contractor for tax purposes and will receive a 1099 at the end of each calendar year. The Company will NOT withhold taxes or Social Security from your compensation. Payment of taxes and Social Security contributions are your responsibility. You are also considered an independent contractor for purposes of Unemployment Insurance. You are not subject to the minimum wage laws. You are associated with the Company for an unspecified term on an at-will basis. Except where it is otherwise expressly agreed in writing with the Company, either party may terminate your association at any time with or without cause or reason.

3.2 License

You are required to maintain a valid Georgia real estate broker or salesperson license in good standing while associated with this Company. If your license expires, you may not engage in any activities on behalf of the Company for which a real estate license is required. The Broker may designate another Company salesperson to handle your prospects, listings and transactions during any time your license lapses, and allocate such reasonable compensation to that salesperson for work performed. Your Company's Broker is charged by Georgia law to review, supervise and manage the activity of all salespersons. The Broker may rely on management and staff support to perform this function. You are expected to cooperate with Broker's assistants in the handling of files, documents and procedures in accordance with this Policy Manual and Georgia law. It is your responsibility to keep current on changes in industry practices and to take advantage of available education and training programs to maintain your professionalism and your ability to properly represent your clients. It is also your responsibility to obtain all Continuing Education courses so as to renew your license in a timely manner.

3.3 Business Cards, Signs

You are responsible for any needed Business Cards and the Signs. The Logo and the Template are available. A preferred Print company that already has the templates is also available. Brokerage name and phone number MUST appear on all signs, business cards and advertising of any kind.

BE AWARE: Certain municipalities, housing developments and Homeowners' Associations have strict guidelines, rules, and ordinances regarding the size and placement of signs. You must determine whether or not the Company's sign and its placement will conform to these requirements BEFORE installation. You are responsible to have the sign removed immediately once the listing expires or the property sale is closed within 10 days.

3.4 Professional Conduct

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

3.5 Working Place

Company does provide office space for meetings with clients as needed. But remember that you are an independent contractor, it is permissible to work from your home, own office. However, remember that the Broker is required to supervise your activity. Be sure that all files and documents that you work on are in a safe place and can be presented to Broker in 24 hours. You must to be reachable by phone, fax, email and regular mail and respond to voicemails within 48 hours.

3.6 Alcohol and Drugs

Possession, use, sale or being under the influence of alcohol or drugs on or off company premises while conducting Company business is prohibited. Use good judgment. NEVER DRINK AND DRIVE.

3.7 MLS Association

The Company is a member of the First Multiple Listing Service (FMLS) and the Georgia Multiple Listing Service (GAMLS). As an associate with this Company, you must join the FMLS and GAMLS as well. As a member, you are required to be familiar with, and adhere to, the rules and regulations of the FMLS and GAMLS. A copy of those rules and regulations are on file in the office or through the FMLS and GAMLS. If you fail to comply with those rules and regulations, or fail to pay your FMLS or GAMLS bill when due, you and/or the Company may be fined, suspended or expelled, and your listings may be removed from the FMLS or GAMLS. You will be responsible for payment of any and all fines levied against you and/or the Company resulting from your noncompliance. Furthermore, your noncompliance may result in your termination from the Company. Fines will be deducted from any potential closings you have pending.

3.8 Fees and Commissions

All fees and commissions must be made payable to Homesouth Residential, Inc. You will be paid out of the fees and commissions earned by you, and for which you are the procuring cause, based on the terms mentioned in your Independent Contractor Agreement. Agents may receive funds payable to them at closing only upon Broker's receipt of all required transaction documentation, and only at a closing attorney. Said documentation must be uploaded at least 48 hours prior to any all scheduled closing dates in order for Broker to sign authorization to disburse commission to Agent.

A. Advance fee. The company policy prohibits Associates from accepting advance fee or retainer fees from any seller, buyer, lessor or lessee of real property. Such fees require a disproportionate amount of accounting and record keeping while exposing the Associate and the company to substantial liability.

B. Advances. The company will not make advances to Associates on commissions.

3.9 Tax Reporting

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

3.10 Good Faith Handling

Broker DOES NOT HAVE AN ESCROW ACCOUNT. Under NO Circumstances will an agent accept earnest money deposit checks. Do not handle any money in the form of check, money order, cash or otherwise, regarding good faith deposits, appraisals, home inspections, credit reports, or other service providers. Have your client deliver or send earnest money deposit directly to the closing attorney. When you are representing a buyer you must ensure that earnest money deposits are made payable directly to closing attorney and reported to Broker. Have client pay for home inspections and/or appraisals at the time of inspection. IT IS ILLEGAL AND UNPERMISSIBLE TO RECEIVE FUNDS IN YOUR PERSONAL NAME OR ACCEPT CASH PAYMENTS FROM CLIENTS. As a regular part of the real estate business, you will receive funds on behalf and for the benefit of others, i.e. "trust funds." The most common types of funds are earnest money deposits. Improper trust fund handling may lead to civil, criminal and Georgia Real Estate Commission action against you and the Company.

3.11 Identity Theft

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

3.12 Personal Transactions

You may buy or sell personal property for a flat transaction rate of \$500 plus FMLS fee per transaction. You may only do this twice per calendar year and title should be in your (or your spouse's) name(s). You must disclose in writing that you are a real estate licensee whenever you buy or sell property in which you have an ownership interest, or where you have a special relationship with a buyer, or where there is a possibility that you could acquire indirectly a financial or legal interest in the property.

3.13 Vacations

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

Section 4. Handling Clients

4.1 Proprietary Information

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

4.2 Fair Housing

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

4.3 Agency Relationships and Duties

Homesouth Residential, Inc allows all forms of agency permitted by Georgia law EXCEPT Dual Agency.

4.4 Taking Listings

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

4.5 Negotiating Commissions

The commissions paid by principal are negotiable. You will receive commission minus Company fees per your independent contractor agreement. The Company reserves the right to set any fees when it is necessary. The Agent must bear in mind when negotiating his or her fee, that the company fees will be payable in full upon the successful close of the proposed transaction. If GREC or Civil action is necessary, the Broker may elect to collect the entire amount of any commission due on that transaction plus attorney fees.

4.6 Conducting Open Houses

Open houses are a great way to expose an Agent's listing for sale and to meet prospective buyers. The Agent should plan his or her open house in advance. Be sure the open houses are advertised. In order to assure a successful open house, follow these guidelines:

- A. Prepare and take sufficient property flyers and information about you and the Company;
- B. Prepare and take a list of comparable sales and properties for sale in the immediate area of the open house;
- C. Suggest that the sellers not be present, and that they lock away all valuables that could be targets of theft;

- D. Place your signs in strategic, but permissible, locations;
- E. Open the house, turn on the lights, and make the house look fresh and inviting;
- F. Have a sign-in sheet. Greet visitors in a friendly manner. Be aware of your personal safety;
- G. Let someone know where you are and have a plan if a visitor starts to make you feel uncomfortable or threatened;
- H. Accompany the visitors through the property, especially in furnished properties; and
- I. When the open house is over, close up the home, making sure that all doors and windows are locked.

4.7 Showing Properties

Whenever possible, preview a property before showing it to prospective buyers. If you are familiar with the property you will be more effective when showing it to your client. Also, you may find that despite contrary representations, the property really is not suitable after all. Your time, your client's time and the seller's time are valuable, don't waste it. Listing agents should give the seller an estimated time frame within which you expect to arrive. Be prompt. If you will be considerably late, call the seller. When using a lockbox, always ring the doorbell and/or knock loudly several times and allow time to respond. Enter the property first and verify no one is there. Be mindful to look for any potential "red flags" about the property. Do not leave your clients unattended in or on the property. You don't want to be blamed if any items are missing from the property later. When you are finished, leave your card inside the property in a conspicuous place, and return the property to its original state (turn off appropriate lights, reset any alarms and lock the doors). If for some reason you don't show the property, call the listing agent as soon as possible to cancel.

4.8 Drafting and Negotiating Contracts

You are required to USE GAR FORMS for all transactions.

- A. When preparing an offer to purchase on a purchase & sale agreement form, or completing an addendum or counter-offer form: Fill in all blanks or place an "N/A" in them. Review any written sentences or paragraphs to see if they can be clearly understood by someone who is not familiar with the discussions you may have had with your client. Review this document in light of all prior offer terms, addenda and/or counter-offers to make sure that there are no ambiguities or conflicts between the various terms. Review the document to be sure it reflects your client's wishes prior to asking them to sign.
- B. Remember, as a listing agent, you must present all offers to the seller, even if the property is under contract, unless the seller has given you written instructions to the contrary. Upon receiving the offer, review it thoroughly for completeness, accuracy and clarity. Pay close attention to time limits set out in the offer, ESPECIALLY the time within which the seller or buyer must respond.
- C. As with all contracts, you must obtain all parties' signatures. If a party signs on behalf of another, you must have evidence of that person's authority to do so in writing. If you must present an offer missing a signature, you must disclose this fact to the seller or listing agent. Be sure to condition the offer on obtaining any missing signature(s).

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

4.9 Broker Review

You must submit all required documents to the Broker or his/her designee within 24 hours after binding agreement. The Broker will review the document for completeness and accuracy. Remember, your file must be fully complete to receive compensation. Transaction check list and Transaction processing "step by step" guidelines are available. Make sure all binding contracts are sent with all exhibits in PDF format to: MarkBradley@homesouth.net.

4.10 File Requirements

- A. Transaction file requirements are available by Broker.
- B. Be sure all documents contain signatures of all parties required to sign and dated correctly.
- C. If you are not sure how to maintain a proper file, get help from managing Broker.

4.11 Get It In Writing

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

4.12 Do Not Use Outdated Forms

Always use current GAR forms. Keep your files up to date with the most current forms.

Section 5 - Personal Assistants

5.1 General

Generally, as your business increases, you may find hiring a personal assistant to be helpful. In hiring a personal assistant, you become an employer and have employer responsibility in that relationship. Interviewing, hiring and contracting with the assistant will be solely up to you. You agree that any assistant you hire will be required to abide by this Policy Manual. Any compensation due the assistant shall be arranged between you and your assistant, and will be your responsibility.

5.2 Unlicensed Assistant

Unlicensed personal assistant may not engage in any activity which requires a real estate license. The Company shall never be obligated to pay your personal assistant. For rules and regulations about unlicensed assistants please visit www.grec.state.ga.us.

5.3 Salesperson- Personal Assistant Contract

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

5.4 Workers Compensation

No Workers Compensation insurance is provided by the Company for assistants hired by agents. Agents who hire assistants shall be responsible for providing Workers Compensation insurance for those assistants where required.

Section 6. Advertising Guidelines

6.1 General

All advertising must be approved by managing Broker before your placement or use. All advertising must contain the Brokerage Name and phone number.

6.2 Legal and Ethical Considerations

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

6.3 Company name and Logos

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

6.4 REALTOR® Trademark

The use of the name REALTOR® must be used in compliance with the National Association of REALTORS® guidelines governing the use of that name and mark. Those guidelines are available on-line at: www.realtor.org. Don't use it if you didn't pay for it.

6.5 Telephone: Do-Not-Call Compliance

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

A. You may not call anyone at their home or cell phone number if listed on that Registry unless an exemption applies. Exemptions include written permission or an established business relationship in the past 18 months.

B. Cold Calling: You are encouraged to explore cold calling as a method of business promotion, but you must comply not only with the do-not-call rules, as well as other cold calling requirements as follows: 1. You may not call a residence before 8:00 AM or after 9:00 PM. 2. You must provide the called party with your identity and telephone number where you may be contacted. 3. You may not call any emergency lines, health care facilities, radio common carrier services 4. cellular or paging services or any service for which the called party will be charged for the call.

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

6.6 Fax Advertising

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

6.7 Fair Housing

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

Section 7. Litigation and Claims Handling

7.1 Errors and Omissions

The company provides Errors and Omissions insurance for all licensed agents affiliated with HomeSouth Residential, Inc.

7.2 Requirements

You are required to:

- A. Promptly notify your Broker of any claim or potential claim made against you and/or the Company, including any demand received by you for money or services alleging a negligent act or omission; any notification of the commencement of a lawsuit, arbitration or mediation process; or any written or verbal notice or threat that anyone intends to hold you and/or the Company responsible for any alleged wrongdoing.
- B. Cooperate with the Company in the defense of a claim.
- C. Promptly pay to the Company any amounts due hereunder upon notice to you from the Company.

7.2 Legal Defense

- A. Occasionally, a client may refuse to pay a fee that the Company has earned. The Company will have sole discretion as to the legal remedies to be taken to collect the commission, and will not be bound to do so. If the Company elects to take legal action, the costs of the action will be borne by the Company and the Associate in the same proportion, as the commission would have been split.
- B. When a claim or demand is made, or a lawsuit or other action is filed, against either you or the Company by a third party which alleges any breach of any duty, error or omission, or negligence in the performance of "Professional Services," as that term is defined in the Company's Errors & Omissions Policy of Insurance, for activities covered by the Insurance Policy, then the Company shall defend the claim, and the cost of such defense shall be allocated as set forth herein.
- C. The Company has the right to make all decisions concerning the defense of the claim, including choice of counsel. In the event you object to any decision made by the Company, you may obtain your own attorney at your own expense; however, you shall not be relieved from the obligation to pay your portion of the cost of the claim as set forth herein.

7.4 Disputes when a property is under contract

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

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

B. The Company determines that it is in the best interest of the Company to resolve the matter during escrow rather than risk a potential claim or litigation after close of escrow; then

C. Company Broker has the right to negotiate a resolution of the dispute which may involve a reduction in the commission to be received, or a credit given to one of the parties. In that event, and regardless of actual Company or agent liability or responsibility in the dispute, the agent(s) and the Company will participate in the commission reduction or credit pro rata.

Section 8. Dispute Resolution

8.1 Intra-Office Dispute Resolution

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

8.2 Third Party Disputes

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

Section 9. Termination

9.1 Grounds For Termination

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

9.2 Listings

Listings are the property of the Company, even upon your termination. If you wish to take your listing(s) with you, you must have this Authorized by the Managing Broker.

Acknowledgement

Acknowledgement of Receipt for Policy Manual (Employee Copy – Keep with Manual)

I acknowledge that I have received a copy of the Homesouth Policy Manual. I understand that I am responsible for reading the information contained in the Handbook.

I understand that the handbook is intended to provide me with a general overview of the company's policies and procedures. I acknowledge that nothing in this handbook is to be interpreted as a contract, expressed or implied, or an inducement for employment, nor does it guarantee my employment or affiliation for any period of time.

I understand and accept that my employment or affiliation with the company is at-will. I have the right to resign at any time with or without cause, just as the company may terminate my employment at any time with or without cause or notice, subject to applicable laws. I understand that nothing in the manual or in any oral or written statement alters the at-will relationship, except by written agreement signed by the employee and _____.

I acknowledge that the company may revise, suspend, revoke, terminate, change or remove, prospectively or retroactively, any of the policies or procedures outlined in this manual or elsewhere, in whole or in part, with or without notice at any time, at the company's sole discretion.

_____ (Signature of Employee)

_____ (Date)

_____ (Company Representative)