ESTEEM TEAM PROPERTIES

California: #01773493 Michigan: #6502343933 Oklahoma: #061002

Policies and Procedures Manual – Associate Licensee

Introduction:

Esteem Team Properties is a full-service real estate company based out of Palm Springs, California (#01773493) with brokerages also in Michigan (#6502343933) and Oklahoma (#061002), committed to the very highest level of professionalism to all of our clients. Our #1 goal is to have 100% customer satisfaction. The Policies and Procedures manual is a reference guide on how to conduct business on a day-to-day basis. This is only a guide. Associate Licensee should always use their professional judgement. Associate Licensee is not an employee of Esteem Team Properties, but an independent contractor. Associate Licensee is under the direction of the Broker as the results of the work, but not by the methods by which such results are accomplished and will execute an Independent Contractors Agreement that defines this relationship in detail.

Company Philosophy:

Our agents consistently attribute their success to the ESTEEM Team's phenomenal training program, which utilizes **E**xceptional **S**trategies **T**owards **E**nhanced **E**arnings & **M**otivation.

Agent Relationship:

Agent is not an employee, but an independent contractor and must fill out an Independent Contractors Agreement and a 1099 tax form. You do not have an employee-employer relationship with this company. You are also considered an independent contractor for purposes of Unemployment Insurance. 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 their association at any time with or without cause or reason.

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To complete their hire package, the independent contractor is required to provide the broker with following items:

1. Signed Independent Contractors Agreement and Commission Schedule
2. Signed Fraud Policy
3. Signed Policies and Procedures Manual
4. W-9 Tax Form
5. Copy of Valid Driver License
6. Copy of Social Security Card

If an agent fails to provide the above items in the time specified above then the Agent's most recent due commission check will be withheld until completion of hire package.

Transaction Coordinator:

All agents must use Esteem Team Properties approved transaction coordinators for ALL real estate transactions for the purchase or sell of a property. The transaction coordinator's fee (currently $350 for single representation and $425 for dual, but subject to change) can be paid for either by the associate licensee or the buyer or seller.

Real Estate Forms:

All forms must be accessed through the GTAR website or approved by the company broker.

DRE Licensing and Education:

You are required to maintain a valid California real estate salesperson license in good standing while associated with this company. If your license expires, is suspended or revoked, 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. Agent is responsible to meet the education requirements of the California Bureau of Real Estate. If agent's license status shows "expired" on the DRE (www.dre.ca.gov) website, Agent will have 45 days to change status to "active" before agent will be terminated.

Referral fees paid to outside brokers and/or salespersons:

Referral fees shall only be paid to the broker of any state licensed agent/salesperson in accordance with a written agreement between salespersons, approved by the Esteem Team Properties broker prior to close of escrow. All referral fees are to be paid out of the salesperson's gross share of commissions. A social security number of the referring broker or EIN number is required, along with a signature of the referring broker, in order to process the referral fee.

E & O Insurance:

All loans and real estate transactions are covered under our company E & O Policy through our insurance carrier. Agent is responsible for the $10,000 company deductible on any transactions brokered through Esteem Team Properties that result in a lawsuit.

Trust Funds:

Broker DOES NOT have a trust fund account. DO NOT touch client's checks. The mishandling of trust funds is the number one reason real estate agents and loan officers licensed by the California Bureau of Real Estate have their licenses suspended or revoked. Under NO circumstances will an agent accept earnest money deposit checks. Do not handle any money in the form of a check, money order, cash or otherwise, regarding good faith deposits, appraisals, home inspections, repairs, credit reports, or other service providers.

Have your client deliver or send an escrow deposit directly to the escrow company. Give client escrow information needed for them to mail or drop off deposit directly to escrow within three business days after acceptance of offer. Have client pay for

home inspections and/or appraisals at the time of inspection or the client can make arrangements directly with the vendor.

Advertising and Marketing:

All advertising and marketing materials must receive approval from the broker. All sales associates must strictly adhere to any state or federal "do not call" list regulations. Failure to do so may result in immediate termination.

Signs and Lockboxes:

Agent is responsible for ordering, purchasing all signs and lockboxes. Signs must be approved by the broker.

Discrimination:

Esteem Team Properties does not discriminate, nor should agent, based on race, color, religion, sex, national origin, family status, sexual orientation or disability. It is the law. All agents are expected to assist all customers to purchase, sell or obtain financing.

Maintaining Files:

Your files are a record of every event relative to your dealings with your clients on a listing or sales transaction. You must retain copies of all listings, deposit receipts and other documents executed by you or obtained by you in connection with a real estate transaction, whether the sale is consummated or not. You must maintain a neat and orderly file on every listing and sale on which you work. All files are property of the company and are to remain either in your possession or the company's until the file is closed.

Litigation and Claims Handling:

You are required to:

1. 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.

2. Cooperate with the company in the defense of the claim.
3. Promptly pay to the company any amounts due hereunder upon notice to you from the company.
4. 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.
5. Except as provided below, the cost of the defense of the claim, or to defend or protect against any potential or possible claim where the company or you are not involved as a party, including attorney's fees, and the cost of any settlement or a judgement (collectively the "costs of defense"), shall be allocated between the company and you in the same percentages as per your Independent Contractor Agreement or prospective transaction that led to the claim, whether or not the transaction actually closed.
6. You shall be responsible for all costs of a claim if you fail to follow any law, regulation or company policy as set forth in this policy manual, and that failure results in a judgement or other final adjudication based on the failure.
7. You shall be solely responsible, and shall reimburse the company, for all the company's costs of defense if a judgment or other final adjudication on ay claim adverse to the company and/or you establishes that dishonest, fraudulent, criminal, or malicious acts, errors or omissions were committed or results in a finding of intentional tort, slander, defamation or any conduct which leads to the imposition of punitive, exemplary or multiple damages, or fines or penalties, or establishes discrimination on the basis of race, creed, religion, ethnic background, national origin, age, sex, handicap, familial

status, physical disability, sexual preference, or any other unlawful classification.

Disputes During Escrow:

If a dispute arises during escrow between buyer and seller, buyer, the cooperating broker and/or the company, which cannot be resolved by negotiations between the partis and the agent(s) involved, and 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, the 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 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.

Sexual Harassment Policy:

Esteem Team Properties disapproves of and does not tolerate Sexual harassment of any kind. All agents must avoid offensive or inappropriate sexual behavior at work and are responsible for assuring that the workplace is free from sexual harassment at all times.

Esteem Team Properties prohibits unwelcome sexual advances, requests for sexual acts or favors, with or without accompanying promises, threats or reciprocal favors or actions, or other verbal or physical conduct of a sexual nature which creates a hostile or offensive working environment.

Complaints of sexual harassment will be promptly and carefully investigated, and all agents are assured that they will be free from any reprisal or retaliation from filing such complaints. Any agent who has a complaint of sexual harassment at work by anyone should immediately bring the complaint to the attention of the broker.

Office investigations will include interviews with all relevant persons, including the complainant, the accused, and other potential witnesses. Agents are assured that the privacy of the complainant and the person accused of sexual harassment will be kept strictly confidential.

The broker will review the findings with the complainant at the conclusion of the investigation. If the investigation reveals that the complaint appears to be valid, immediate and appropriate corrective action, up to and including termination, will be taken to stop the harassment and prevent its recurrence. If the validity of the compliant cannot be determined, immediate and appropriate action will be taken to assure that all parties are reacquainted with this sexual harassment policy and to avoid sexual harassment in the future. The above policy also applies to harassment of any kind.

Termination:

Your association with the company can be terminated by either party, with or without cause, at any time uon written notice given to the other party. If this agreement is terminated while you have listings or pending transactions that require further work normally rendered by you, the broker will make arrangements with another salesperson in the company to perform the required work. The lic3ensee performing the work shall be reasonably compensated for completing the work, and such reasonable compensation shall be deducted from your share of the commission. The Broker has the sole right to determine the commission share to Broker-Associate.

Selling of your own Personal Residence:

If you are listing your own Personal Residence, the following conditions must be met to comply with our Errors & Omissions Policy:

1. An accredited written home inspection report is issued ini connection with the transaction.
2. The buyer's agent is not from Esteem Team Properties.
3. A Sellers disclosure form was acknowledged by the buyer prior to closing.
4. A CAR approved sales contract is used.

Listings:

Listings are property of the company, even upon your termination. Within 24 hours after notice of termination by either party, you must provide your broker with a list of all active listings taken by you, and all pending transactions in which, if completed, you will be entitled to compensation from the company in accordance with the terms of your Independent Contractor agreement, or other written agreement. You specifically agree that you may not contact the sellers of properties where listings were taken by you for the purpose of directly or indirectly soliciting or inducing the client to terminate their listing with the company.

Rental/Lease:

1. The Esteem Team Properties agent on a rental/lease property can list a rental property on the MLS, market it, show it to a potential tenant and introduce him/her to the owner. The owner or his/her representative must complete the rest of the renting process.
2. An Esteem Team Properties agent can accept a rent payment or deposit payable only to the property owner or management company.
3. An Esteen Team Properties agent must never sign any rental documents in place of an owner or tenant.
4. An Esteem Team Properties agent must report the rent/lease transaction within 72 hours to the office manager at Esteem Team Properties
5. An Esteem Team Properties agent must not accept any type of compensation directly from a property owner or tenant. The compensation must be paid through Esteem Team Properties.

6. The broker's fee for a rental/lease property is 10% of the total commission (max to broker is $500).
7. The agent will receive his/her commission when all the documents/forms required in the check list are uploaded to the transaction file.

Acknowledgment: I, the undersigned sales associate for Esteem Team Properties, do hereby acknowledge that I have read, understand and agree to abide by the policy stated herein and all subsequent amendments.

_____ _____

Agent's Signature License Number

_____ _____

Printed Name Date