



CHAMBERLAIN
 — R E A L T Y —
 Policy Manual Index by Page

Welcome	2
Our Mission	2
Forward	2
Personnel Policies	2
Independent Contractor (IC) Relationship	2
Taxes	2
Health, Dental, Vision and Voluntary Life Insurance	3
Automobile Insurance	3
Errors and Omissions (E & O) Insurance	3
Multiple Listing Service Dues	3
Brokerage Relationships	3
Confidential Information	7
Education	7
Chamberlain Realty LLC. Do Not Call Registry Policy	8
Office Procedures	9
Listings	11
Exclusive Listing Agreements	11
Commercial	12
Signs	13
Advertising	15
Advertising Regulations	16
Showings	18
Open Houses	19
Commission Schedule	20
Transactional Fees	20
Referral Fees	20
Teams/Partnerships	20
General Procedures	21
Cooperation Procedures	21
Offers And Contracts	22
Sales Follow-Up and Client Contact	23
Ethics	24
Disputes	25
Legal / Litigation	27
Termination	27
General Policies	33
Sexual and Other Unlawful Harassment	28
Responsibilities and Expectations	30
Communication	31
Agent Signature	33

WELCOME

Welcome to the real estate business and its wonderful opportunities for a permanent, successful career. You are entering one of the greatest professions in this complex civilization of ours.

The selling of real estate offers more opportunity for financial security, community service, and personal satisfaction than any other business. Your services will be solicited and needed by most people you come

into contact with on a daily basis. The rewards for superior service to these people can be immense and long-lasting.

We hope you will enjoy this special career of real estate; and we particularly hope that your association with Chamberlain Realty LLC will be both happy and prosperous.

All terms and conditions may be changed, amended, or modified by ownership at any time without prior notice.

OUR MISSION

Chamberlain Realty LLC. is comprised of real estate brokers, agents, and professionals whose primary goal is to provide and facilitate unique, competent, and responsive, real estate services in a dynamic real estate market. Our services encompass property management, lease option, home buyer and seller representation all at a value unsurpassed in Oklahoma.

FOREWORD

This book of policies was designed to answer many of the questions you may have and to make your transition to Chamberlain Realty LLC. easier and more productive. These policies are the result of many years of successful experience in the real estate industry.

While all situations/events that arise in this business have not been addressed on these pages, these guidelines do cover most day-to-day experiences and occurrences. Adherence to these policies will eliminate problems, save time, and provide you with the knowledge to be more successful.

Our business is very dynamic. We will, therefore, be periodically updating this material and modifying certain policies to accommodate changing conditions. Please feel free to submit your ideas for additions, corrections, or modifications. We will review and evaluate them and give every consideration to your proposal.

PERSONNEL POLICIES

Independent Contractor (IC) Relationship

Upon joining Chamberlain Realty LLC., each person must execute an Independent Contractor Agreement. No commissions will be paid until this Agreement is completed.

TAXES

It is to be understood that as an Independent Contractor, you will be paid as a 1099 contractor, not a W-2 employee (unless specified upon hiring in such cases as an administrator or office worker). As a 1099 contractor you are running your own independent business under the brand of Chamberlain Realty. You are solely responsible for all professional licenses, supplies, fees due, education, and other items required in connection with Agent's activities under this Agreement, or any listing or transaction, and do so without reimbursement except as required by law. You are responsible for tracking and filing your own expenses for tax purposes.

Social Security (FICA) Taxes: Chamberlain Realty LLC. does not withhold federal or local taxes or FICA taxes. It is the sole responsibility of the Independent Contractor (sales associate) to properly file quarterly and annual returns to both the IRS and the State(s).

INSURANCE, CLAIMS AND ADMINISTRATIVE FINES

You will not be provided with any form of health insurance, life insurance, or auto-mobile insurance. Agent will maintain in effect during the term of this Agreement, automobile liability insurance in an amount and on terms approved by Broker (but not less than standards/minimums set forth by the State). Agent will be

responsible for purchasing all or a portion of their legal services fees, such as general liability insurance, and other legal services. These legal services fees are subject to change at the owners sole discretion. The fees will be spelled out in the Chamberlain Commission Splits document, and signed by the Agent.

Chamberlain Realty will provide Errors and Omissions insurance to the Agent as apart of their normal commission plan. No addition charges will be required per transaction for the Agent to have Errors and Omission insurance. In the event that the Agent has a claim upon the Errors and Omission Insurance the deductible for an Errors and Omission insurance claim is \$5000 and shall be paid by the Agent if utilized.

If the Agent receives a complaint and an administrative fine or settlement is levied against the agent or broker or brokerage by a governing body such as the real estate commission or association of Realtors, the Agent will be required to pay the fines based on the owners sole discretion, which may include a fine levied against the broker or brokerage. In general the Agent will be required to pay the broker or brokerage fine if the offense was something the Agent should have understood was not allowed based on brokerage training, MLS code and rules, real estate commission code or rules, or association of Realtors code and rules. If the broker or brokerage truly was at fault then the fine will be paid by the broker or brokerage.

MULTIPLE LISTING SERVICE DUES

Sales associate shall pay any or all fees associated with their MLS Membership. Also, all National Association or Realtors, State Association of Realtors and Local Board of Realtors dues shall be paid directly.

BROKER RELATIONSHIPS

The below section is taken verbatim from the Oklahoma Real Estate License Code and Rules, as of November 1, 2017, beginning page 23.

§858-351. Definitions. Unless the context clearly indicates otherwise, as used in Section 858-351 through 858-363 of The Oklahoma Real Estate License Code:

1. "Broker" means a real estate broker, an associated broker associate, sales associate, or provisional sales associate authorized by a real estate broker to provide brokerage services;
2. "Brokerage services" means those services provided by a broker to a party in a transaction;
3. "Party" means a person who is a seller, buyer, landlord, or tenant or a person who is involved in an option or exchange;
4. "Transaction" means an activity or process to buy, sell, lease, rent, option or exchange real estate. Such activities or processes may include, without limitation, soliciting, advertising, showing or viewing real property, presenting offers or counteroffers, entering into agreements and closing such agreements; and
5. "Firm" means a sole proprietor, corporation, association or partnership.

§858-353. Broker duties and responsibilities.

- A. A broker shall have the following duties and responsibilities to all parties in a transaction, which are mandatory and may not be abrogated or waived by a broker:

1. Treat all parties with honesty and exercise reasonable skill and care; 2. Unless specifically waived in writing by a party to the transaction:
 - a. receive all written offers and counteroffers,
 - b. reduce offers or counteroffers to a written form upon request of any party to a transaction, and c. present timely all written offers and counteroffers;
 3. Timely account for all money and property received by the broker,
 4. Keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a firm without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the firm. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
 - a. that a party or prospective party is willing to pay more or accept less than what is being offered,
 - b. that a party or prospective party is willing to agree to financing terms that are different from those offered,
 - c. the motivating factors of the party or prospective party purchasing, selling, leasing, optioning or exchanging the property, and
 - d. information specifically designated as confidential by a party unless such information is public;
 5. Disclose information pertaining to the property as required by the Residential Property Condition Disclosure Act; and
 6. Comply with all requirements of The Oklahoma Real Estate License Code and all applicable statutes and rules.
- B. A broker shall have the following duties and responsibilities only to a party for whom the broker is providing brokerage services in a transaction which are mandatory and may not be abrogated or waived by a broker: 1. Inform the party in writing when an offer is made that the party will be expected to pay certain costs, brokerage service costs and approximate amount of the costs; and 2. Keep the party informed regarding the transaction.
- C. When working with both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

§858-355.1. Brokerage services to both parties in transaction—Disclosure

- A. All brokerage agreements shall incorporate as material terms the duties and responsibilities set forth in Section 858-353 of The Oklahoma Real Estate License Code.
- B. A broker may provide brokerage services to one or both parties in a transaction.
- C. A broker who is providing brokerage services to one or both parties shall describe and disclose in writing the broker's duties and responsibilities set forth in Section 858-353 of The Oklahoma Real Estate License Code prior to the party or parties signing a contract to sell, purchase, lease, option, or exchange real estate.
- D. A firm that provides brokerage services to both parties in a transaction shall provide written notice to both parties that the firm is providing brokerage services to both parties to a transaction prior to the parties signing a contract to purchase, lease, option or exchange real estate.
- E. If a broker intends to provide fewer brokerage services than those required to complete a transaction, the broker shall provide written disclosure to the party for whom the broker is providing brokerage services. Such disclosure shall include a description of those steps in the transaction for which the broker will not provide brokerage services, and also state that the broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.

§858-356. Disclosures—Confirmation in writing. The written disclosures as required by subsection C of Section 858-355.1 of this title shall be confirmed by each party in writing in a separate provision, incorporated in or attached to the contract to purchase, lease, option, or exchange real estate. In those cases where a broker is involved in a transaction but does not prepare the contract to purchase, lease, option, or exchange real estate, compliance with the disclosure requirements shall be documented by the broker.

§858-358. Duties of broker following termination, expiration, or completion of performance.

Except as may be provided in a written brokerage agreement between the broker and a party to a transaction, the broker owes no further duties or responsibilities to the party after termination, expiration, or completion of performance of the transaction, except:

- 1. To account for all monies and property relating to the transaction; and
- 2. To keep confidential all confidential information received by the broker during the broker's relationship with a party.

24

§858-359. Broker compensation—Determination of relationship—Breach of duty.

- A. The payment or promise of payment or compensation by a party to a broker does not determine what relationship, if any, has been established between the broker and a party to a transaction.
- B. In the event a broker receives a fee or compensation from any party to the transaction based on a selling price or lease cost of a transaction, such receipt does not constitute a breach of duty or obligation to any party to the transaction.
- C. Nothing in this section requires a broker to charge, or prohibits a broker from charging, a separate fee or

other compensation for each duty or other brokerage services provided during a transaction.

§858-360. Abrogation of common law principles of agency—Remedies cumulative.

- A. The duties and responsibilities of a broker specified in Sections 858-351 through 858-363 of The Oklahoma Real Estate License Code shall replace and abrogate the fiduciary or other duties of a broker to a party based on common law principles of agency. The remedies at law and equity supplement the provisions of Sections 858-351 through 858-363 of The Oklahoma Real Estate License Code.
- B. A broker may cooperate with other brokers in a transaction. Pursuant to Sections 858-351 through 858-363 of The Oklahoma Real Estate License Code, a broker shall not be an agent, subagent, or dual agent and an offer of subagency shall not be made to other brokers.
- C. Nothing in this act shall prohibit a broker from entering into an agreement for brokerage services not enumerated herein so long as the agreement is in compliance with this act, the Oklahoma Real Estate Code and the Oklahoma Real Estate Commission Administration Rules.

§858-361. Use of word “agent” in trade name and as general reference. A real estate broker and the associates of a real estate broker are permitted under the provisions of Sections 858-351 through 858-363 of this title to use the word “agent” in a trade name and as a general reference for designating themselves as real estate licensees.

§858-362. Vicarious liability for acts or omissions of real estate licensee. A party to a real estate transaction shall not be vicariously liable for the acts or omissions of a real estate licensee who is providing brokerage services under Sections 858-351 through 858-363 of The Oklahoma Real Estate License Code.

§858-363. Associates of real estate broker—Authority. Each broker associate, sales associate, and provisional sales associate shall be associated with a real estate broker. Associates shall not enter into a brokerage agreement with a party in the associate’s name and shall only be allowed to enter into the agreement in the name of the broker. A real estate broker may authorize associates to provide brokerage services in the name of the real estate broker as permitted under The Oklahoma Real Estate License Code, which may include the execution of written agreements.

CONFIDENTIAL INFORMATION

In the majority of our transactions, the licensees with Chamberlain Realty LLC. will not represent buyers/tenants and sellers/landlords in the same transaction. However, it is necessary to protect confidential information within the office due to instances where a buyer/tenant with whom a licensee has a personal, family or business relationship wants to buy property listed with our firm or a sales associate wants to buy a listed property for himself. These buyer/tenant relationships cannot be terminated. For that reason, it is essential that steps be taken to protect confidential information of the buyer/tenant from being disclosed to another agent in our firm who could be representing the seller/landlord or vice-versa.

Office Files. Each sales associate with the "Company" shall maintain files relating to any clients he/she represents in some manner that makes them not available to other sales associates in the Company. The general office file shall contain only those documents that are not confidential, such as listing information. Correspondence, offers, etc. shall not be kept on top of desks or left out where they could be seen by other sales associates. It is also important to log off public machines after use.

Sales Meetings and Discussions with Other Licensees. Sales Associates shall not share confidential information about their clients at sales meetings or discuss confidential information with other sales associates in the office unless the client specifically permits such disclosure. Examples of information which could be considered confidential are: the client's motivation to buy or sell, the client's financial

information, the amount of any offer or counter offer a client has made or is considering making or the amount of any pending contract.

Use of Multi-functional Machines. Outgoing faxed documents containing confidential information (offers or counteroffers) should not be left on the fax machine where others could see them.

Conversations. Conversations with other sales associates or management-level licensees involving confidential information concerning clients shall be held in private.

Meetings and Conversations with Clients. Meetings or telephone conversations with clients where there is confidential information discussed shall be held in a private location in the office. Agents shall not use a speakerphone when having conversations of a confidential nature, unless the conversations take place in a closed office.

New Home Community Agents. New Home Community Agents may not represent a buyer/tenant in their own subdivision. When a buyer/tenant requests buyer/tenant representation, you may refer the buyer to another Chamberlain Realty LLC., agent. Project agents may represent buyer/tenants on resale homes or other projects.

EDUCATION

Chamberlain Realty LLC. is committed to associating with the best real estate professionals in the area. That commitment is demonstrated through an extensive training program designed to meet the needs of all sales associates. See your branch manager or broker for specific courses and times.

All licensees are urged to attend and seek additional training they deem valuable at their own expense.

Chamberlain Realty LLC. DO NOT CALL REGISTRY POLICY

To be a “safe harbor,” agents and company must abide by the following requirements and be able to demonstrate that any calls made in violation of the Do Not Call rules were the result of an error. Chamberlain Realty LLC. complies with the FCC and FTC’s federal telemarketing rules and accesses the Do Not Call Registry. Chamberlain Realty LLC. requires that all employees and independent contractors comply with the Do Not Call rules. A telephone solicitation is defined by the federal rules as the initiation of a telephone call for the purpose of encouraging “the purchase or rental of, or investment in, property, goods, or services.”

Chamberlain Realty LLC. Safe Harbor Actions

Guidelines

Always check the Do Not Call Registry prior to making phone calls for the purpose of soliciting business. Exceptions:

1. Agent has an “established business relationship” defined as a relationship with clients or customers for up to 18 months after the end of a transaction.
2. Agent has written permission to call.
3. FSBO’s – Agents may call a FSBO who is on the DO Not Call List only to show the home to a Buyer. The agent may not call to solicit the listing.
4. Chamberlain Realty LLC. Expired Listings –

considered “established business relationships” which allows the listing agent or others at Chamberlain Realty LLC. to contact the owner for up to 18 months after the expiration.

5. Open Houses – Must provide prominently on the sign-in sheet that customers give permission for agent to call on them.
6. Referrals – Make sure your referral source has the referred buyer or seller CALL YOU! Referrals alone do not give permission for you to call.
7. Voicemails – Keep a record of any incoming calls requesting you to call back.
8. A person may make a telephone solicitation if he or she has a personal relationship with the call recipient including a family member, friend or acquaintance of the person making the call.
9. If you are calling outside Oklahoma, you may need to research individual states such as Minnesota, Wisconsin and North Dakota which have their own do-not-call rules.

Call Considerations

1. Be polite and informative at all times.
2. The agent’s name and company name must be clearly stated in the beginning of the conversation, along with contact information, if requested.
3. Repeatedly calling the same number, use of threats or abusive language, allowing the phone to ring numerous times, and hanging up the phone when someone is requesting inclusion on the Chamberlain Realty LLC. specific list are examples of forbidden tactics when calling members of the general public.
4. Calling before 8:00 am and after 10:00 pm is prohibited. Sunday calls limited.
5. You must allow a phone to ring for 15 seconds or 4 rings before disconnecting unanswered calls.

OFFICE PROCEDURES

Sales Meetings

All sales associates are urged to attend sales meetings and any special meetings called by management. Sales associates should arrange their time and appointments so that they do not interfere with these meetings. These meetings are held to help sales associates accomplish their sales objectives, enhance their sales performance, and for the timely dissemination of important information.

Availability

All sales associates should keep the office informed as to their whereabouts at all times. The nature of a sales associate's work requires him/her to be away from his/her office on business frequently, but he/she is encouraged to maintain reasonable contact with the office by telephone during business hours. If the office is not informed otherwise, it will be assumed you are in-town.

Agents are responsible for employing the assistance of a co-worker to handle their business while out-of-town or unable to work due to personal matters. Simply put your agreement in writing with the co-worker, within Chamberlain Realty LLC., and send to your branch broker and office administrator prior to your departure. Financial arrangements between the agents involved should be made in advance and in writing.

Safety

When you have a new client, ask him/her to stop by your office for your first meeting. Always let someone know where you are going; leave the name and phone number of the client you are meeting. If at all possible, upon entering a house for the first time, check all rooms and determine several "escape" routes. Make sure all deadbolt locks are unlocked to facilitate a faster escape. Once inside, turn on the lights and open the curtains. These are not only sound safety procedures, but also great marketing tactics. Make sure if you were to escape by the back door, you could escape from the backyard. Frequently, high fences surround yards that contain swimming pools. When prospects begin to arrive, jot down their car descriptions, license numbers and physical descriptions. When showing the house, always walk behind the prospect. Direct them; don't lead them. Say, for example, "The kitchen is on your left," and gesture for them to go ahead of you.

Dress

Sales associates are encouraged to wear professional attire when in the office during business hours, on homes tour, on business appointments, or any time representing Chamberlain Realty LLC.

Name Tags

Sales associates are encouraged to wear Chamberlain Realty LLC. name tags whenever and wherever they can, e.g. open houses. It not only introduces you, but may very well bring you a listing or prospect when worn at any function.

Business Cards

Chamberlain Realty LLC. will require basic business cards with proper designations and logos for all sales associates. OREC requires the brokerage name and office phone number to be listed on all printed material. That info needs to be at least half as large as the agents name, number and logo. In general, let everyone know you are in the real estate business. You never know when one of your contacts will refer a customer to you. Sell yourself - sell your service. Business cards, including photo cards, are an agent expense, unless your chosen commission plan provides towards this expense.

Office Supplies

Printers are available to use at the offices. Please do not print marketing materials in bulk at the office, instead we suggest using a local printer such as Office Depot or Fed Ex. You are allowed to print contracts, MIs sheets, and other regular types of business printing items. To use a bulk mailing stamp, see your office administrator.

LISTINGS

Exclusive Listing Agreements

All sales associates should strive to acquire sole Exclusive Right-to-Sell listings at the right price. Sales

associates should put forth all effort necessary to sell their exclusive listings.

Seller's Request for Specific Agent

All sales associates will fully respect a request for a specific agent made by a seller. The sales associate will inform the seller that his request will be happily honored and proceed immediately to inform the requested sales associate of the seller's desire. In no event will the seller be told (in so many words):

1. "It doesn't make any difference who the agent is," or
2. "The other sales associate's office does not work this area;" and
3. "Would not take unfair advantage of a fellow Chamberlain Realty LLC agent by taking listing at a lower commission rate."

If seller requests a presentation from more than one Chamberlain Realty LLC agent, each agent may proceed, but must not make disparaging comments towards their fellow agent.

Commercial Sales

As a company, the majority of our agents focus on residential sales. If an associate has a customer or client who inquires about commercial business, please contact your broker. There are a limited number of agents within the company who are trained to handle commercial business.

Processing

Signed Listings. All exclusive listing agreements must be signed by the sellers before any property is offered for sale or lease. Once the property is available to one agent, it should be able to be shown by all agents. The agreement must be signed before placing a yard sign on subject property or placing an ad in any publication. In the event an exclusive listing agreement has been signed by the Seller, but the Seller requests no showings for a certain time (i.e. three days to do minor repairs), this includes no showings by the listing agent and no sign placed in yard.

Expediency. Turn your listings in within 24 hours to avoid a MLS fine or use a waiver. You owe it to the seller and to your fellow sales associates.

Data. Acquire full and accurate data and put it on the listing sheet when it is turned in. The listing agent must thoroughly inspect the house, and comply with all license law provisions before turning in a listing. It shall be the listing agent's obligation to update the MLS of any changes of relevant information on the Chamberlain Realty LLC. Further, inaccurate data provided by agent to the OKCMAR MLS which results in a fine will be the responsibility of the agent.

1. Agents must thoroughly review disclosure provisions with the seller and note any exceptions on the listing agreement. It is imperative that Sellers complete the Disclosure in their own writing and own words. In no event will the agent fill out and/or suggest verbiage to Seller for completion of Disclosure Statement.
2. If you check on your listing sheet that the home has storm windows, be sure that they are all there. If not, put "partial" or list those storms not available.

3. Inform owner that if he intends to remove a fixture, such as a hanging lamp or humidifier, it must be included in the sales contract. Also, he is responsible for repairs necessitated by removal of said fixture. It is always best to encourage the owner to remove and replace the item immediately before the property is ever shown.
4. Gas light, gas barbecue, propane tank, water softener, security systems, satellite dish, and heating/cooling systems, etc. - confirm that they are paid for or note on listing sheet that buyer must assume payments, state amount of payment, and specify term remaining.
5. Check house carefully, trying to anticipate what the seller might take with him that should stay with the house. Quite often the seller may think he can take some items that are normally left with the house. Be sure to discuss these sorts of items so that there will be no future misunderstanding.
6. Check on the listing sheet that commission rate is correct. (NOTE: An agent may not reduce or negotiate a commission rate without prior approval of the branch manager. In the event an agent reduces commission or takes a listing at a lower rate without prior approval from the branch manager, the entire difference will be deducted from the listing agent's commission; all others, including Company, will receive their full share of commission.)
7. Review MLS sheet the 1st day after it appears and read for accuracy. Send it to the clients to help review for accuracy.

Price Reductions. At any price reduction of a Chamberlain Realty LLC. Residential listing, the sellers of the property must confirm in writing (electronic or ink) that the reduction is approved.

Allocation of Fees. The Accounting Department must be notified about any arrangements between sales associates regarding referrals, splits, etc. when the sale is made. These arrangements may not be modified without agreement of all parties affected. The administrative office will take no responsibility for such allocations, and any differences must be settled between the sales associates involved. Where there is a fee or commission arrangement between sales associates, it must be in writing. Each sales associate will be paid at their respective level.

Property Maintenance

1. Warm Weather. During the spring, summer, and fall, the listing agent is encouraged to see that the owner keeps the lawn mowed, the entire yard properly maintained, and the shrubbery well-groomed on vacant exclusive listings (cost to be paid – and approved – by the seller). Where the home is not vacant, the listing agent shall do his utmost to persuade the seller to keep the yard in “good showing” condition. All homes look better and sell better if the yard is well-kept and properly groomed.
2. Cold Weather. During the winter, it is the seller's responsibility to make sure the walks, steps and driveways are clear of snow and ice. This should be reinforced by the listing agent so that all homes have safe and proper access for showings (this includes vacant properties and winterization, if needed).

Signs

One of the best marketing in this business are our yard signs. Strive to put up as many as possible.

1. Responsibility. Sales associates are responsible for their signs! Always claim your sign after a home is sold. Don't be careless with your "Open" or "House for Sale" signs.
2. Cleanliness. Keep your signs and riders clean.
3. Yard Signs. Keep yard signs maintained in an upright position at all times.
4. Agent Photo Sign. Agents can purchase photo sign riders direct from the sign company of their choosing.
5. Arrow/Open Signs. Please review the following sign rules pertaining to arrow and open house signs. These restrictions have been adopted by the real estate boards in the metropolitan area.
 - 1) No signs shall be displayed or placed on private property without the express permission of the owner.
 - 2) No signs of any kind shall be displayed or placed on public property including, but not limited to, street rights of way, parkways, median strips or on any areas between a sidewalk and a street.
Refer to local municipality rules and regulations.
 - 3) Permitted signs (i.e. limited to 100 directional signs at opposite street crossings from the open house and one open house sign) and signs which are designated to call attention to the open house shall be placed or displayed only during the hours that a sales associate is actually on duty at the open house.
 - 4) Not more than one (5) signs shall be placed or displayed on a property at any one time unless city allows otherwise. An exception is permitted in the case of a farm property where, because of the larger acreage involved, more than one sign should be displayed.
 - 5) Please refer to orientation packet or branch manager for sign allotment.
 - 6) All signage is at the cost of the agent.
6. "Coming Soon" signs are allowed only if ALL of the following six (6) provisions are met in advance:
 - 1) MLS waiver – Must have 'seller' and 'broker' sign
 - 2) Seller must sign "Coming Soon Disclosure"

- . 3) Listing Agreement with a beginning date prior to, or same as, the “coming soon” sign placement
- . 4) Input into the MLS systems within two weeks of the “coming soon” sign placement
- . 5) Only use “Coming soon” rider
- . 6) Listing agent agrees to notify their office listing administrator and receptionist

Termination.

Listings Release. Before releasing an exclusive listing agreement, branch manager approval MUST be secured. It should be only a rare situation and for an extremely good reason - that we release an exclusive listing. The Agent will provide to broker an executed listing release form. The broker will then release the listing from the MLS.

Lockboxes / Access Code

1. Usage. Whenever possible, a lock box will be put on all listings. Use of a lock box is to be determined by the sales associate.
2. Keys to Buyer. Under no circumstances will a buyer be given keys to a property purchased until completion of closing or unless there is a written acknowledgment from the seller authorizing Chamberlain Realty LLC. to give the keys to buyer.

ADVERTISING

Chamberlain Realty LLC. Logo and Disclaimer

Chamberlain Realty LLC.’s logo must be included on all marketing materials. It should not be distorted in any way. It can only be produced in, black and white. If you need a copy of the logo, contact your broker. OREC requires the company name and office number to be listed at least half as large as the agent or team name and number. Please verify with your branch manager prior to printing materials to ensure we are in compliance with the real estate commission.

Ad Restriction

No one is to advertise, or hold open, any home unless the seller is in agreement and given written permission to do so. If you wish to advertise another agent’s exclusive listing in any way, you must have written prior approval from said agent.

Entering into an Advertising Contract

Under no circumstances should a sales associate enter into an agreement with an advertiser under the name of Chamberlain Realty LLC. Only the President or Managing Broker can enter into agreements. Sales associates who advertise must individually pay for advertising.

Personal Promotion Advertising

Any personal promotion shall be the individual agent’s expense. Even though the agent is paying the entire

amount of a self promotion, the agent must still adhere to Chamberlain Realty LLC. advertising standards and be approved by the manager.

Direct Mail

Mailing lists assembled by sales agents should include the manager, to ensure proper use of identity standards.

Chamberlain Realty LLC. Advertising Standards.

The following simple advertising standards will be adhered to by all Chamberlain Realty LLC. agents and offices when advertising. Any advertising that does not adhere to these standards will not be published or printed. These “advertising” standards apply to all types of print advertising: newspaper ads, flyers, direct mail, postcards, publications of any kind; and internet marketing.

Advertising Regulations

Oklahoma Real Estate Commission - Administrative Regulation - 605:10-9-4.

Advertising

(a) Requirements and prohibitions.

(1) A broker, when advertising, must use their registered business trade name or the name under which the broker is licensed; however, yard signs must also include the broker’s office telephone number. A firm shall not register or use a trade name of another licensed firm. In addition, the advertisement must indicate that the party is a real estate broker and not a private party, to include, but not limited to, “agency”, “company”, “realty”, or “real estate”, as the case may be. Legal abbreviations following the trade name or name under which the broker is licensed shall be acceptable as long as they are easily identifiable by the public as such.

(2) No real estate advertisement shall show only a post office box number, telephone number or street address.

(3) A broker, when operating under a franchise name, shall clearly reveal in all office identification and in all advertising other than institutional type advertising designed to promote a common name, the franchise name along with the name of the broker or business trade name as registered with the Commission. A franchise name shall not be the complete business trade name. All institutional type franchise advertising shall indicate that each office is independently owned and operated.

(4) A licensee shall not advertise, either personally or through any media, to sell, buy, exchange, rent, or lease property when such advertisement is directed at or referred to persons of a particular race, color, creed, religion, national origin, familial status or handicap. The contents of any advertisement must be confined to information relative to the property itself, and any advertisement which is directed at or referred to persons of any particular race, color, creed, religion, national origin, familial status, age or handicap is prohibited.

(5) Any advertising in any media which is misleading or inaccurate in any material fact or in any way misrepresents any property, terms, values, services, or policies is prohibited.

(6) A licensee shall not advertise any property for sale, rent, lease, or exchange in any media unless the broker has first secured the permission of the owner or the owner’s authorized representative and said permission has a definite date of expiration.

(7) Social networking. A licensee who is engaged in licensed activities through social networking mediums must indicate their license status and include their broker’s reference as required elsewhere in this rule.

(8) A licensee shall not use a yard sign at the licensee’s personal residence as a marketing tool, to make it

appear the real property is for sale, lease or rent when such is not the case.

(9) A broker may, or authorize an associate to, promote a seller incentive with the consent of the seller. The publicity must clearly indicate the incentive is being offered by the seller and not by the licensee and that the promotion only applies to a seller's particular property or properties.

(b) Associates advertising.

(1) An associate is prohibited from advertising under only the associate's name.

(2) All advertising by an associate must be under the direct supervision of the associate's broker. (3) In all advertising, the associate must include the name of the associate's broker or the name under which the broker operates, in such a way that the broker's reference is prominent, conspicuous and easily identifiable. If approved by a broker, an associate may include in the advertisement:

(A) The associate's personal insignia of which such approval is to be maintained by the broker and which cannot be construed as that of a firm's name.

(B) The associate's personal nickname or alias which must be registered at the Commission prior to its use and which cannot be construed as that of a firm's name.

(C) An associate's contact information.

(D) A slogan which cannot be construed as that of a firm's name.

(E) A domain/website name that is registered with the broker. Within this domain/website, the broker's reference shall appear on every individual page and/or frame.

(4) An associate's contact information may be added to a yard sign if the yard sign contains the registered name or trade name and office telephone number of the broker so long as it is approved by the broker.

(5) Open house or directional signs used in conjunction with broker's signs do not have to contain the name or trade name of the associate's broker and broker's telephone number.

(c) Team advertising.

(1) A team is prohibited from advertising only under the team name.

(2) All advertising by a team must be under the direct supervision of the team's broker.

(3) All team advertising must include the name of the team's broker or the name under which the broker operates, in such a way that the broker's reference is prominent, conspicuous and easily identifiable. If approved by the broker, a team may include in the advertisement:

(A) The team's personal insignia of which such approval is to be maintained by the broker.

(B) The team's contact information.

(C) A team slogan approved by the broker.

(D) A domain/website name that is registered with the broker. Within this domain/website, the broker's reference shall appear on every individual page and/or frame. (d) Licensee acting as owner, purchaser or direct employee of owner.

(1) When a licensee, either active or inactive, is purchasing real estate or is the owner of property that is being sold, exchanged, rented or leased and such is being handled either by the licensee or marketed

through a real estate firm, the licensee is required to disclose in writing on all documents that pertain to the transaction and in all advertisements that he or she is licensed. On all purchase or lease contracts the licensee is to include their license number.

(2) A licensee who is not acting in the capacity of a licensee but is engaged in buying, selling, leasing or renting real estate as a direct employee for the owner or as an officer for an entity is not required to indicate in the advertising that he or she is licensed.

Other Logos

Equal Opportunity Housing logo and the real estate company logo are required in all your ads.

Business Card. Reproducing your business card on advertising materials is not acceptable.

Promotional Items. If one uses the Chamberlain Realty LLC. name in any promotional items, i.e. key chains, calendars, magnets, etc., it must have prior approval from management.

SHOWINGS

1. Inform your buyer of all pertinent facts about the house – good and bad – of which you have knowledge.
2. Have the proper lights turned on prior to the arrival of your prospect so as to present the home at its best.
3. Be sure that the home is locked and all lights turned off after your showing. There are no acceptable excuses for carelessness with regard to these items.
4. Cancel any appointment you have made and cannot keep; advise the homeowner immediately if you are going to be late for an appointment by calling, if necessary, en route.
5. Do not take your prospect in the house if someone else is inside showing. Wait until the other agent leaves.
6. Do not make any disparaging remarks about any house listed by Chamberlain Realty LLC. or any other Realtor to anyone!
7. Do not cut across yards on wet or muddy days; use the driveway or sidewalk. Be certain that there is no mud on your shoes before entering a home. (This also holds true on tour.)
8. As a professional courtesy, it is recommended that the showing agent contact the Chamberlain Realty LLC. listing agent and provide feedback on the showing.

OPEN HOUSES

All sales associates are encouraged to hold open houses as often as possible. Outside of personal referrals,

many prospects come from open houses.

A sales associate, in most instances, should be encouraged to send his/her prospects to other Chamberlain Realty LLC. open houses. Many times this will keep a prospect from getting involved with other companies and with owners when our sales associate is “tied down” with his/her own open house. Weekends are often the only free days for some busy prospects to get out and roam. For this reason, a good “protective” system for “sending” a prospect you are working with has been developed. However, houses do not “sell” themselves and showing your own prospect is, without fail, the best policy.

A sales associate who has worked with a prospect can expect protection on that prospect at Chamberlain Realty LLC. open houses under the following circumstances:

1. When the prospect informs the sales associate holding the open house, prior to the execution of an offer or contract that he is working with a sales associate in the Company, the receiving sales associate will respect this prospect as belonging to the sales person named by the prospect. The word of the receiving sales associate will be accepted as fact as to whether or not the prospect said he was working with another sales associate.
2. When a sales associate wishes to send a prospect to “visit” another sales associate’s open house and is not sure the prospect will mention his name, there are two (2) things that must be done before open house time:
 - a. Do your best to notify the receiving sales associate, giving him the prospect’s name.
 - b. Instruct the prospect that he is to mention your name to the receiving sales associate.
3. The receiving sales associate should give every courtesy to the visiting prospect. If other prospects are not in the house, he should show them through the house, answering any questions. However, volunteering miscellaneous information is not in order as it is fully the responsibility of the sending sales associate.
4. The receiving sales associate should not necessarily try to close the visiting prospect and in no way should he/she contact or follow-up with this prospect after the open house.

Summary. All sales associates of Chamberlain Realty LLC. have a moral and ethical obligation to their fellow sales associates to respect each other’s prospects and to abide by the Golden Rule. Close cooperation among the sales associates will result in more sales for EVERYONE.

Commission Schedule

Please See Broker – Agent Commission Plan Agreement

Home Rental Services: Occasionally, Sales Associates who have assisted tentative buyers with home rental needs are paid for their services. Any fee earned will be paid directly to Chamberlain Realty LLC. and split at agent’s level, less service/franchise fee. All checks must be submitted to the Company, which will then reissue a check to the sales associate. “Commission Volume” will only be awarded when sales associate is paid at his/her split.

BPO (Buyer’s Price Opinion)

BPO's can be done by an Agent for whatever price the Agent decides. Any earned income from BPO's will be subject to the Agent's commission split.

Transactional Fees – See Agent Agreement

Chamberlain Realty LLC. does charge a transaction fee. Details can be found on Chamberlain's Commission Plans. The Agent is allowed to pay the transaction for out of their own commission, or if they get an agreement in writing with the client, the Agent may have the client pay the transaction fee. Agents are welcome to hire a transaction management company if they so desire. Agents are welcome to add an additional amount to the transaction fee if they feel the need and the client agrees to it in writing.

Referral Fees and Intra-Office Referrals

Referral fees of any kind may only be given or accepted in accordance with the Real Estate License Law. The recommended referral fee on transactions is 25% - 30% of the listing or selling fee.

Office-to-Office Referrals between Chamberlain Realty LLC. sales associates are recommended and encouraged. Any agreement on referral fees should be at the discretion of the participating sales associates and will be paid on the basis of their respective commission schedules. On any referrals between Chamberlain Realty LLC. sales associates, it will be up to the sales associates to decide the percentage of commission to be referred and must be in writing. Fees and volume (both Commission and Awards recognition) amounts will be split according to the same percentage.

Teams/Partnerships

1. Team. A team may be created based on the Oklahoma Real Estate Commission guidelines and the Chamberlain commission structure plans.
2. Partnership. Two (2) sales associates working together sharing each transaction 50/50 (except personal residences or rental properties). NOTE: For additional guidelines, see your branch manager.
3. Chamberlain Realty LLC. requires that all licensed members of a Team, in Oklahoma, regardless of their specific function within the Team, are to be identified on the Exclusive Right to Sell Contract and Exclusive Buyer Agreement Contract as Designated Agents.
4. Chamberlain Realty LLC. has established guidelines pertaining to "sales associate teams." Each Branch Manager has the Company policies and guidelines for staff/employees. Any development of a sales associate team MUST be approved by the branch manager.

GENERAL PROCEDURES

Multiple Listing Service Policy

All arrangements for cooperating on our exclusive homes with other branch managers shall be conducted in accordance with the policies of the Multiple Listing Service (MLS) and Centralized Showing Systems.

Showings

If the owner has specifically requested our listing agent to be present at all showings, this fact will be noted on the listing, and the listing agent will always be in attendance.

Offers

The listing agent is to handle all arrangements with the seller, including the negotiations with the seller when the buyer's offer is submitted by the cooperating company. The earnest money deposit check should be consistent with MLS information sheet or contract.

Signs

The listing agent shall have the right to keep his/her sign on the property with a sold sign after the property has been sold, unless it is otherwise agreed to between the sales associates concerned. All sales associates are required to check the local sign ordinances and homes association by-laws when they take the listing as to the length of time a sign can remain on the property after it is sold.

Cooperation Procedures- Buyer's Agent

Chamberlain Realty LLC. and its sales associates will cooperate with buyer's sales associates who are members of OKCMAR Multiple Listing Service and pay a commission to the buyer's brokerage as published in OKCMAR Multiple Listing. A cooperation transaction with a non-OKCMAR Multiple Listing Service Member - including commercial Realtors - may be paid at a different commission schedule than described in OKCMAR MLS.

Chamberlain Realty LLC. reserves the right to claim the entire commission and request arbitration through the Norman Board of Realtors in the event there is reason to believe that a Chamberlain Realty LLC. sales associate was the procuring cause of the sale.

OFFERS AND CONTRACTS

In accordance with the laws of Oklahoma, any written offer must be presented to a seller, regardless of how good or how bad. The seller must make the decision to accept or reject. You, as a sales associate, and we, as a Company, cannot decide for the seller.

Presentations.

All offers should be presented to the listing sales associate.

Selling Sales Associate:

1. Shall notify the listing sales associate that they have written an offer and discuss arrangements for the presentation of the offer to the sellers.
2. Should view property prior to execution of offer, if at all possible.

Information Required for Seller. At the presentation of any offer, you are strongly encouraged to furnish the seller with a buyer qualification sheet or lender pre-approval letter and an estimated net proceeds sheet.

Information Required for Buyer. At the time an offer is prepared, each buyer must be furnished with an estimated closing cost sheet, along with his copy of the signed Offer to Purchase and a Seller's Disclosure, if available.

Counteroffers. Never solicit nor permit a seller to make a second counteroffer, or accept a second offer, if and when there is a previous counteroffer still in effect. A seller must revoke or rescind one counteroffer before he can enter into a second one - or accept another offer. (The seller could, obviously, be liable to two buyers at the same time.) A counteroffer may be contingent upon the rejection of the first counteroffer.

Multiple Offers. On many occasions, more than one offer may be presented to a seller at nearly the same time and before another offer is accepted. It is extremely important that no seller, sales associate, or his/her

prospect is penalized in any manner by delaying the presentation of any offer. It is suggested that the listing sales associate notify all parties that there are multiple offers. The seller has the right to accept, reject or counter any offer that is presented. All sales associate are reminded that they have a responsibility to the seller to present all offers in an accurate, professional, and straightforward manner. In the event of multiple offers, the seller or any sales associate shall have the right to contact a branch manager, if the need arises for any reason, and they are encouraged to do so.

Delay. A sales associate cannot delay another sales associate's offer because he/she has submitted an offer. Prior to an acceptance, by law, all offers must be submitted to the seller for consideration.

Hindrance. A sales associate cannot prevent (nor hinder in any way), other sales associates from showing a home or from keeping appointments because he/she has an offer in on the property. Only upon acceptance of an offer by the seller can showings be stopped. Even while a counteroffer is out, the property can still be shown to other buyers until such time as the counteroffer is accepted.

Acceptance

Acceptance in Writing. Oklahoma License Laws require that all bona fide written offers received must be presented to the seller until the seller has accepted an offer in writing. Once a seller has accepted an offer in writing, no further offers are to be submitted unless they clearly are intended as backups to the existing contract. Notwithstanding the above, all written offers must be presented regardless of whether the property is subject to a sales contract or not. Any offer received after the seller has orally accepted another offer but has not yet signed a contract or provided an acceptable substitute such as a telegram, must be presented to the seller. However, these offers should be accepted by the seller only as back-up contracts which are subject to the cancellation or termination of the prior orally accepted contract.

Oral Acceptance. The validity of the oral acceptance and the legal entanglements which can result from revoking the oral acceptance are legal matters about which the seller should consult his own attorney. Under no circumstances should you encourage a seller to revoke an oral acceptance and accept another offer without first consulting his/her own attorney. Please note that oral contracts are not being advocated. The best solution is still to get it in writing and signed.

Disclosure. Disclose all facts on a contract that are pertinent to the property, (i.e. inclusions, exclusions, etc.) particularly those that are unusual. The seller must be informed of all material facts, (i.e. buyer's ability to qualify) concerning the transaction. If in doubt, discuss with your branch manager. **ON ANY SALE OR PURCHASE OF REAL PROPERTY WHERE AN EMPLOYEE OR SALES ASSOCIATE OF Chamberlain Realty LLC. IS A PRINCIPAL OR HAS ANY INTEREST IN SAID SALE OR PURCHASE, THIS FACT MUST AND WILL BE CLEARLY AND SPECIFICALLY INSERTED IN THE SALE CONTRACT.**

Earnest Money Deposits

Immediate Remittance. Once a contract has been agreed upon and signed by all parties, the earnest money must be sent to the location identified in the contract within 3 business days of contract acceptance.

Chamberlain Realty LLC. does not hold open a trust account for earnest money. Agent's are encouraged to deposit earnest money with the title company of the buyers choosing. On occasion, the other brokerage will require the earnest money to be kept in their own trust account, if they insist, the Chamberlain Realty LLC. Agent is allowed to permit.

Release. Once the earnest money is deposited, it can be released only upon written consent of the parties or in accordance with the provisions of the license laws.

Dispute. The branch manager should be consulted immediately anytime there is a dispute over the disposition of an earnest money deposit.

Closing. All agents are encouraged to be present at the closing; however, should recording and/or

distribution of the proceeds be of benefit to either the buyer or seller, the sales associate's need to agree as to who should be responsible for the delivering of documents. Should there not be an agreement, the benefit to buyer and/or seller should dictate as to who must do whatever is necessary to satisfy the client.

SALES FOLLOW-UP AND CLIENT CONTACT

Gift

Sales associates should always take a gift, in person, to the buyer after he moves in. Although the Company will not participate, the cost of the gift should be a tax deductible item. Per IRS, only \$25.00 is deductible, unless you are able to offer a gift that is also clearly identifiable as advertising, in which case you may be able to deduct more than \$25.

Maintain Relationship

It is wise to keep in contact with all former customers, buyers, sellers and lost prospects. This is the backbone of our business. Develop a "continuing" follow-up program, year after year. There is no reason to lose today's satisfied customer in the future because you failed to keep in touch. Chamberlain Realty LLC. offers several tools to assist agents in maintaining relationships.

Lost Customer

Try to continue contact with the lost customer - the one you worked hard for and lost to a "fluke" sale. This customer has a psychological obligation to you. He wishes he had bought a home from you, so he will attempt to satisfy this obligation by giving you other prospects.

Outgoing Referrals

If you have an outgoing referral, be sure to get in writing what the referral agreement will be. The transaction needs to be recorded in the transaction management software and a CDA needs to be created and sent to the Agent whom you have referred to. The Agent's standard commission splits will be applied.

Disclosure

There must always be full disclosure that the sales associate is a licensed sales associate and that he/she is acting on his/her own behalf when negotiating the sale or purchase of any property. If the buyer/seller (or lessor/lessee) is an employee of Chamberlain Realty LLC., this fact must be clearly stated in the sale contract.

ETHICS

Real Estate Boards

All rules and ethics recommended by the National and Local Association of Real Estate Associations shall be strictly adhered to for the protection of Chamberlain Realty LLC., as well as yourself. Violation may be immediate cause for dismissal.

Crossing Exclusives

Never call or visit an owner when another Company has an exclusive listing agreement on the property. Call the exclusive company if you need any information. Do not cross exclusive listing agreements for any reason. This also pertains to buyers should they have an exclusive agreement with a sales associate.

"Showing" Controversies

If your prospect has seen one of our listings with a sales associate from another company and wishes to purchase the property, present all pertinent facts to your branch manager for his or her evaluation. He or she

will then make the decision as to whether you should acquire a sale contract from that prospect in the subject listing, depending upon the specific circumstances. If it is his or her opinion that: (a) the prospect has been “abandoned” by the other sales associate, and (b) it would be in the best interest of our client, then we will proceed to consummate the sale.

DISPUTES

Because of the size of our company, there are going to be legitimate disputes between our sales associates. As a Company, we will try to ascertain all pertinent facts and make a decision that is most fair to all involved.

Collision Course

If you think you are on a collision course with another sales associate, or in the event of an actual conflict, contact the other sales associate and try to resolve the differences. Do what is right and what is fair. Try to work out the problem as soon as it arises.

Manager/Broker Decision. If this fails to produce a satisfactory solution, take the problem to your branch manager. (If sales associate from another office contacts branch manager, the call shall be directed to caller’s branch manager.) Your manager/broker will do his best to make the fairest decision possible. Accept this decision, whatever it is, and go back to work. When both sales associates are in the same office, the decision of their branch manager will be final.

Different Offices. In those disputes that involve sales associates in different offices and where the sales associate’s respective branch managers are unable to agree upon a solution, the dispute will be heard and decided by the President once the transaction is closed. The decision will be final.

Final Decision. When a decision on a dispute has been made by either a branch manager or the President, the decision is final. Under no circumstances are disputes to be aired with anyone not involved. A sales associate involved in a dispute who discusses it with anyone not involved may forfeit his/her interest in the commission, as well as being subject to dismissal from the Company.

LEGAL / LITIGATION

Under the following circumstances, a sales associate may act as listing and/or selling sales associate for property owned by sales associate (the “Property”) without being an exclusion from our current E&O coverage.

1. The sale of residential property (including primary residence) in which one or more insured’s and/or the insured’s domestic partner has ownership interest provided all of the following conditions are satisfied:
 - a. A seller disclosure form, signed by the seller, is provided to the buyer and acknowledged by the buyer prior to closing, except in circumstances where the disclosure form is not applicable, such as the sale of estate and/or trust properties;
 - b. A home warranty was purchased prior to or at closing;
 - c. A property inspection was completed on the property; and
 - d. A board-approved standard sale contract or a sale contract drafted by a licensed attorney was used. This coverage does not apply to claims made by the original owner of the property alleging inducement by you to the financial detriment of the original owner;

2. The sale or leasing of real property in which one or more insured's ownership interest is less than 25% at the time professional services were performed; or
3. The sale of real property owned by you if all the following conditions are met:
 - a. The property was acquired by you under a written Guaranteed Sale Listing Contract; and
 - b. The title is held by you for twelve months or less; and
 - c. The property was listed for sale continuously by you from the date of acquisition to the date of resale.
4. Sales associate must attend annual Risk Management Seminar.

Legal Representation. In general, Chamberlain Realty LLC. and/or the E & O Insurance Carrier will provide legal representation to its sales associate, when they are involved in a lawsuit under the following conditions:

1. The litigation involves claims arising out of conduct within the scope of the sales associate's real estate business activities on behalf of Chamberlain Realty LLC. Chamberlain Realty LLC. is named as a defendant in the action.
2. The sales associate is currently associated with Chamberlain Realty LLC. The conduct of the sales associate was not, in the opinion of counsel, clearly illegal, unethical or contrary to Chamberlain Realty LLC. policies.
3. The sales associate was not acting as a principal (buyer or seller) in the transaction giving rise to the lawsuit. (See above)
4. The sales associate complies with the indemnification provisions of his/her Independent Contractor Agreement.
5. Coverage and deductible are based upon the date that the claim is made, not on the time of occurrence of the alleged wrongdoing.

Sales Associate Contribution. Chamberlain Realty LLC. sales associates will be expected to reimburse Chamberlain Realty LLC. in full for any financial obligation incurred by Chamberlain Realty LLC. for defense, settlement or judgment resulting from a claim or litigation arising out of a transaction in which they were involved.

Retaining Counsel. Sales associates always have the right to retain counsel of their own choosing to represent their interests in any claim or proceeding. However, the cost of such representation shall be borne

solely by the sales associate.

TERMINATION

Anyone in Chamberlain Realty LLC. who is proven to be dishonest or lacking in integrity in their dealings with the public or with other personnel of Chamberlain Realty LLC. will be, without exception, asked to leave the Company.

Ethics

Predicated upon the severity of the violation, a sales associate may be asked to leave Chamberlain Realty LLC. if an industry/business ethical compromise occurs. The branch manager and/or president will appropriately deal with any degree of ethical violations.

Company Policies

Violations of the policies of Chamberlain Realty LLC. as described in this manual may be grounds for dismissal.

License Law Violations

Sales associates violating any provisions of the License Laws of either Oklahoma are subject to termination.

Non-Production

Objectives. Chamberlain Realty LLC. is in business to accomplish two (2) things: serve the public, and make a profit.

Low Production. Sales associates who are always low in sales are not assisting the Company in either of its two prime objectives. There may be “slower periods”, but a continual slump by a sales associate is not advantageous to either sales associate or Company.

These sales associates may be asked to leave.

Performance Review

The sales performance of each sales associate is reviewed at the discretion of the branch manager. At these times, certain sales associates will be asked to leave, and a few sales associates will be placed on probation. We believe it is in the best interest of all involved, and it is imperative for Chamberlain Realty LLC. to maintain a quality and effective sales staff.

GENERAL POLICIES

Civil Rights. All personnel of Chamberlain Realty LLC. will obey all Civil Rights and Fair Housing Laws - National, State and City. Chamberlain Realty LLC. WILL NOT CONDONE DISCRIMINATION OF ANY KIND IN THE SALE OR LEASING OF PROPERTY, OR IN EMPLOYMENT OPPORTUNITY.

Personnel of this Company shall not discriminate in the securing of listings, the showing of prospects, and the submitting of offers, employment decisions or in any other phase of our business. Discrimination toward anyone because of race, color, creed, national origin or sex will not be tolerated by Chamberlain Realty LLC. and will be cause for dismissal.

Outside Income Earnings. Sales associates associated with Chamberlain Realty LLC. will not accept nor receive any income derived from the real estate brokerage business except from Chamberlain Realty LLC. It is illegal to receive any form of a commission, referral fee, finder's fee, etc. from anyone other than your responsible branch manager. If you are offered, or receive, monies from another Company involved in the real estate industry, please bring this to the attention of the Branch Manager.

Outside Services. Acceptance of any fees, commissions, or any other valuable consideration or outside services performed for our customers or clients (i.e. title companies, mortgage companies, moving companies, hotels, termite inspections, mechanical inspections, etc.) are allowed with prior written approval from the President. Acceptance of such remuneration may violate RESPA, and may be illegal and must be very carefully scrutinized. It may also be a conflict of interest with our customers and clients.

Company Commitment. Only the President and/or Managing Broker can commit Chamberlain Realty LLC. to any legal obligations, such as leases, contracts, trade-in agreements, utilities or purchases of real property. A sales associate is NOT to sign ANY document or orally commit to anything on behalf of Chamberlain Realty LLC. Excluded from this restriction are exclusive (and open) listing contracts between sellers and Chamberlain Realty LLC. Sales associates may execute these on behalf of the Company.

Deferred Commission. Under NO circumstances will a deferred commission be accepted without BRANCH BROKER APPROVAL prior to an offer being presented. Any deferred commission without prior approval by a BRANCH BROKER will be the sole responsibility of the sales associate.

Divulging Sales Information. Certain information and facts pertaining to sales made by Chamberlain Realty LLC. should not be disclosed to anyone.

Exceptions. The exceptions to this are those agencies within the industry that need the information in order to process our business, such as lenders, appraisers and multiple listing systems.

Disclosure. The unauthorized disclosure of sales information could not only be considered a breach of “agency” but also could be considered as “infringing upon the right of privacy” of our buyers and/or sellers. Bad public relations will usually result, in any event.

SEXUAL AND OTHER UNLAWFUL HARASSMENT

Chamberlain Realty LLC. is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, disability, sexual orientation, or any other legally protected characteristic will not be tolerated.

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of sexual harassment examples:

1. Unwanted sexual advances
2. Offering employment benefits in exchange for sexual favors
3. Making or threatening reprisals after a negative response to sexual advances
4. Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters
5. Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes
6. Verbal sexual advances or propositions

7. Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations
8. Physical conduct that includes touching, assaulting, or impeding or blocking movements

Chamberlain Realty LLC. opposes sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute. Sexual harassment occurs when:

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

If an employee, male or female, experiences or witnesses sexual or other unlawful harassment in the workplace, the employee should report it immediately to their supervisor. If the supervisor is unavailable or the employee believes it would be inappropriate to contact that person, they should immediately contact a member of management. An employee can raise concerns and make reports without fear of reprisal or retaliation.

All allegations of sexual harassment will be quickly and discreetly investigated. To the extent possible, an employee's confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, the employee will be informed of the outcome of the investigation.

Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment must immediately advise a member of management so it can be investigated in a timely and confidential manner. Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

RESPONSIBILITIES/EXPECTATIONS

1. Chamberlain Realty LLC. has very high expectations for each and every member of its sales staff. We expect you to be:
 - a. Successful
 - b. Motivated toward high earnings
 - c. Dedicated to providing first class service to the public

- d. Totally honest and ethical
2. In turn, you can expect Chamberlain Realty LLC. to provide:
 - a. A healthy and happy environment
 - b. Management expertise to assist you in the selling process
 - c. Support systems to facilitate your efforts
 - d. The best possible public image of this company
 3. It is expected that each sales associate will have a strong loyalty to the Company. The Company will more than reciprocate this loyalty. Please appreciate the name of our Company and the integrity of its operation.
 4. The attitudes of the sales associates, within and between offices, toward each other, are a major reason for our success. The quality of the people associated with Chamberlain Realty LLC. has resulted in a harmonious spirit of cooperation.
 5. Teamwork is essential in this business. When you have the opportunity to help or assist another Chamberlain Realty LLC. sales associate make a sale, do it. It will be reciprocated sometime in the future.
 6. Our clients expect us to respect their property as we would our own. Prospects appreciate and respect a sales associate who takes care of the property being shown.
 7. The sales associates of Chamberlain Realty LLC. have every right to expect their management team to be caring, supportive, and communicative. The management of Chamberlain Realty LLC. is very proud of the quality of its sales staff, and respects and honors its efforts and achievements.
 8. It is very important to the management of Chamberlain Realty LLC. to have a happy, productive sales staff. The past traditions of Chamberlain Realty LLC. will be maintained and enhanced as we grow together through the years. The future for Chamberlain Realty LLC. and its people will be exciting, fun, and unlimited in career potential for all.

COMMUNICATION

Email, Voicemail and the Internet.

1. E-mail, voicemail, and the Internet are Chamberlain Realty LLC. corporate assets and critical components of our communication systems. These systems are provided by the company for

employees to facilitate the performance of company work.

2. The company does make a practice of monitoring these systems, and management reserves the right to retrieve the contents for legitimate reasons, such as to find lost messages, gather data for statistical evaluation, to comply with investigations of wrongful acts or to recover from system failure. Email will not be monitored or reviewed for the purpose of enforcing managerial authority.
3. Personal use of email or voicemail by employees is allowable but should not interfere with or conflict with business use. Employees should exercise good judgment regarding the reasonableness of personal use.
4. Employees may sell items or post messages on junk mail or other ad-hoc mail groups as long as they do not violate the law or company policies.
5. Use of our email and voicemail is limited to employees and authorized vendors, temporaries, or sales associate. Authorized users are responsible to maintain the security of their account and their password.
6. Screensaver passwords are encouraged as a security protection for the email system. Unauthorized entry to an individual's account or mailbox poses system security issues for other users.
7. Any sales associate-owned computer utilizing the Chamberlain Realty LLC. network must purchase the Chamberlain Realty LLC. anti-virus software, yearly. Software to be added by Chamberlain Realty LLC. Office at a cost paid by Agent.

Misuse of email, voicemail, or the Internet.

Misuse of these systems can result in disciplinary action, including termination. Examples of misuse follow:

1. Company Policy prohibits obscene, profane or offensive material from being transmitted or received over any company communication system. This includes, for example, accessing erotic materials via news groups. All messages, jokes, or forms which violate our harassment policy or create an intimidating or hostile work environment are prohibited.
2. Use of company communications systems to set up personal businesses or send chain letters is prohibited.
3. Chamberlain Realty LLC. confidential messages should be distributed interoffice only. Forwarding outside is prohibited.
4. Accessing copyrighted information in a way that violates the copyright is prohibited.

5. Breaking into the system or unauthorized use of a password/mailbox is prohibited.

6. Broadcasting unsolicited personal views on non-business matters is prohibited.

Responsibility for this policy:

The Chamberlain Realty LLC. office is responsible to ensure the efficient use of systems according to this policy.

Company Computers. Any use of the Company's computers that is not directly related to real estate or to the job description of the employee/sales associate is prohibited.

Spam. Various Federal and State laws, as well as Internet penalties, make it difficult or impractical to send unsolicited email. Unsolicited email is generally defined as email between persons without a prior business or personal relationship. As a result, the company email system cannot be used to send such e-mail.

Attachments: Email is not an efficient method to send large amounts of data. Large email attachments challenge the capability of both our and the recipient's email system.

The Company suggests the use of Google Docs or Dropbox to help manage/send larger files, or consult with management for managing and send large files.

I _____ (first and last name), have received and reviewed the Chamberlain Realty Policy Manual. I understand if I have any questions I should speak to my managing broker. I understand that by signing the below area I agree to abide to the best of my abilities to these standards and policies.

Independent Contractor

Printed Name

Contact Phone

Contact Email

Signature

Date _____