**OFFICE POLICY MANUAL AND OPERATIONS HANDBOOK  
(Revised April 2014)**

INTRODUCTION

The purpose of this handbook is to set fourth basic guidelines for the day-to-day operation of the company. It is not intended to cover every situation or circumstance, nor to answer every question about company procedures. Any questions not covered in the Handbook should be referred to the Office Management, who will decide and be guided in such decision making by personal experience. Alpha Dimension Properties Inc. policy and procedures, the Code of Ethics, Multiple Listings Service rules, and regulations of the Colorado Real Estate commission, as well as applicable State and Federal laws.

Additions and revisions to this Handbook will be published periodically.

1. Reference
   1. Alpha Dimension Properties Inc. Is referred to in this Handbook “Broker”, “Office”, “Company” or “Management”.
   2. Independent Broker and Broker Associates are referred to as “Associates” or “Salespeople”, or “Licensee” or “Independent Contractor”.
2. Independent Contractor Status

The sales associate agreement establishes the sales associate as an independent contractor. The terms as set forth in the agreement are valid unless changes are approved in writing by both parties.

1. The relationship of Associates to Broker at all times is that of Independent Contractor; no employer/employee relationship exits or is to be implied from any title, provision or language used in this statement. The terms and conditions of this Independent Contractor relationship are set out in written agreement between management and every Associate.
2. Under Real Estate License Law, the Broker is responsible for the act of his/her Associate; therefore, all associates must follow Real Estate Law and the REALTORS Code of Ethics to the letter. Associates are not partners, joint ventures or employees of the Broker and have no authority to bind the Broker or Company without approval.
3. Since Associates are Independent Contractors, Management shall have no Obligation to withhold any payroll taxes from commission checks and will not do so.
4. Overall Goals and Objectives
5. A fundamental business objective of the company is to make a profit. In Order to accomplish this, it is the desire of Management to make available both marketing and management support to each and every Associate.
6. Another business objective of the company is to render only the highest standards of professional service to the public and to operate competitively and fairly with other real estate professionals.
7. To help ensure these common objectives, certain standards of productivity and professional practice must be maintained by all persons associated with Alpha Dimension Properties Inc.
8. Relationship With Association
   1. Alpha Dimension Properties Inc. is an independently owned and operated real estate brokerage firm.
   2. Alpha Dimension Properties Inc. offices are managed by Alpha Dimension Properties Inc.

Company Sexual Harassment Policy Statement

“Sexual harassment is a form of sex discrimination. Sexual harassment is deliberate or repeated unsolicited and unwelcome verbal comments, gestures or physical contact or a sexual nature in a work place or work-related environment.” It may be actual or perceived behavior.

Employees and Independent Contractors of the Company are encouraged to notify the employing broker or the Company’s Equal Employment Opportunity Compliance Officer (EEOCO) immediately of actual or perceived acts of sexual harassment committed against them. Such notification is to be in the form of a written notice against the person committing the act. The Company has no authority or control over persons not employed by the company. However, acts of sexual harassment committed against employees of the Company or members of the public with whom the Company works by non-employees or employees of the company will not be tolerated. Such acts are to be brought to the attention of the employing broker or the EEOCO.

The company, its employees and Independent Contractors agree to abide by Civil Rights and the Equal Employment Opportunity Commission’s (EEOC) laws and regulations governing sexual harassment. The employing broker and EEOCO, will provide training and will monitor its employees and Independent Contractors to make sure these laws are not violated.

The company will not tolerate sexual harassment by its staff, licensees, members of the public or by persons with whom it does business. Allegations of sexual harassment may result in the Company terminating its relationships with the aforementioned and/or filing complaints on behalf of those charging such allegations.

Company Business Ethics and Codes Policy Statement

Colorado real estate law does not dictate ethical standards that should be observed in the real estate industry, nor generally of any trade, business or profession. Only indirectly, through the law of crimes (public wrongs), does the law impose responsibility for one’s moral misconduct in a given field of endeavor. As an example, one entrusted with another’s money may be held responsible for its misuse in two ways:

(1)For the crime of theft by deception of which a person may be fined and imprisoned and

(2) For the tort of conversion for which a person may be required to return the money plus compensation for any harm caused to the rightful owner by the wrongful use of the money.

The Code of Ethics sets forth guiding standards of high moral and ethical practice. The Company endorses its associates’ adherence to the Code to promote ethical and harmonious treatment of the public and in working with licenses from other companies.

COMPANY LICENSE RENEWALS, TRANFERS AND TERMINATION POLICY STATEMENT

1. RENEWALS: It is the responsibility of the licensee with the Broker to know when his/her license is due for renewal.

Licensees are aware that Colorado real estate licenses are renewed every three years and that certain requirements must be met to renew. It is the responsibility of the licensee to meet the Commission requirements for renewal and to provide proof to the Company that all requirements have been met. Broker will assist licensees, by providing notices regarding renewal deadlines and requirements for renewal. If license is placed on inactive status, pursuant to Commission Rule D-7, the licensee may be entitled to commissions earned on pending transactions. However, if license terminates due to licensee’s failure to renew, licensee will not be entitled to compensation. In either situation licensee must cease **all** activities that require a license. Broker will retain ownership of all pending contracts (listings and sales) and provide service to sellers and buyers based on the terms and conditions set forth in said contracts.

1. Transfer: Licenses will be returned to the Commission upon receipt of written request from licensees. The Company will retain open transactions. Licensees will be compensated upon closing of such transactions on the basis of a fee negotiated at time of transfer of license.
2. Termination: In the event a licensee terminates his/her employment with the Company, Broker will return the licensee’s license to the Real Estate Commission. Upon termination of the license, licensee must cease all activities requiring a license; and, pursuant to CRS 12-61-113(1) (J), licensee will not be entitled to any compensation. Broker will assume responsibility for completing/closing all pending transactions. Broker will retain ownership of all pending transactions.

COMPANY FAIR HOUSING POLICY STAEMENT

THE COURTS HAVE RULED THAT REAL ETSTAE COMPANIES ARE RESPONSIBLE FOR THE ACTS OF THEIR SALESPEOPLE IN FAIR HOUSING MATTERS. THE COMPANY MAY NOT BE IN A POSITION TO DEFEND ITSELF SUCCESSFULLY IN A FAIR HOUSING MIATTER IF THESE POLICIES AND PROCEDURES HAVE NOT BEEN FOLLOWED BY ITS SALESPERSONS OR BROKER ASSOCIATES. THEREFORE, THE COMPANY MUST INSIST THAT THESE POLICIES AND PROCEDURES BE FOLLOWED. ANY ACTS OF DISCRIMINATION WILL BE GROUND FOR TERMINATIONOF EMPLOYMENT OR THE INDEPENDENT CONTRACTOR AGREEMENT.

The management has legal, ethical and moral responsibility to endeavor to prevent any sales person or employee or independent contractor from committing any act or making any statement which could be perceived in any way as discriminatory in the area of fair housing.

Carrying out this important responsibility requires an active education program and a well-defined plan for monitoring everyday activities and correcting improper conduct when discovered.

The management of this company must make certain that all of its salespersons, employees and independent contractors know what company policy is regarding listings or leasing property, showing property, negotiating offers and serving the needs of buyers, sellers property owners and prospective tenants without discriminatory intent or effect. The information contained in this manual sets forth these policies. These policies have been developed to ensure that the company and all its salespersons comply with both the letter and the spirit of the fair housing laws.

The management of this company must provide salespersons, employees and independent contractors with a set of procedures that can be used to ensure compliance with Fair Housing guidelines as defined by HUD since this company has signed that agreement. The information contained in this manual sets forth those procedures. These policies and procedures must be followed by everyone associated with the company.

1. Office Policies Regarding Fair Housing
   * + - 1. During the conduct of business, no salesperson, employee or independent contractor should make any statement (either directly or otherwise) or perform and act which could have the effect of:

Implying that the presence or anticipated presence in a neighborhood of any protected class will have results such as:

Lowering of property values

Changing the composition of the block or neighborhood

Making the area less safe

Contributing to a decline in the quality of the school

Implying that persons of a protected class will be less able to obtain financing on a property.

Implying that we, as salespersons and employees, adhere to stereotypes that result in different treatment in dealing with protected classes in the sale or purchase of property including:

Telling racial/ethnic jokes

Making derogatory remarks to anyone or about anyone

* + - * 1. Fair housing laws should be discussed with a seller at the time of listing. The seller’s unequivocal commitment to abide by the laws should be obtained.
        2. Any seller or landlord who refuses to abide by the law and whose listing was therefore refused by the salesperson, or any sellers who makes a home unavailable for showing to an individual of a protected class should be reported immediately to the principle broker or manager.
        3. Discriminatory acts or statements on the part of the seller or landlord in rejecting or countering an offer should be reported immediately to the broker or manager. Proper guidance in what to relay back to the buyer should be obtained prior to the delivery of the rejection or counter-offer by checking with your broker or manager.
        4. CONSISTENT qualifying techniques should be used with all buyers and adequate records should be maintained by salespersons to demonstrate that all buyers are asked the same questions and given equal treatment.
        5. No salesperson shall refuse to list or show a property in a given market area because of the presence/absence of a protected class.
        6. All salespersons, employees and independent contractors shall provide equal service without regard to buyer’s/seller’s race, color, religion, sex, handicap, familial origin, national origin, ancestry, creed or marital status. Areas of service with the potential for inconsistent treatment exists includes (but not limited to) the following:

Greeting when entering or calling the office.

Acts of courtesy and hospitality.

Initial meeting to discuss needs.

Qualifying and financing information asked and given.

Personal information required.

Availability and quality of properties shown.

Follow-up determining which properties to show.

Method of determining which properties to show.

* + - * 1. Salespersons, employees and independent contractors will be equally cooperative with all brokers and agents when setting up showing, making keys available, setting appointments to present offers, conducting negotiations, etc.
        2. Salespersons, will offer to show all properties available in a market area within a buyer’s price range and objective criteria without regard to individuals who may be in a product class.
        3. Any harassment of salesperson, employees, or independent contractors, buyers or sellers by anyone in carrying out obligations under the law should be reported immediately to the office manager/principal broker.

1. ACTS OF DESCRIMINATION WILL BE GROUNDS FOR TERMINATION OF EMPLOYEMENT OR THE INDEPENTDENT CONTRACTOR AGREEMENT.

**SUPERVISING BROKER RESPONSIBILITIES**

1. The Employing or Supervising Broker reserves the right to review any and all offers and contracts that are written or received by this office. If necessary the Broker may require that certain changes be made as required by law or general good real estate practices.
2. When a property goes under contract, the agent will deliver to the designated Title Company the earnest money check and a copy of the Under Contract Form (so that the information can be entered in the appropriate places), the same day so that the Title Company may deposit the earnest money within the requirement of the Real Estate Commission.
3. If the contract should fail and is terminated any release of earnest money must be accompanied by a signed release form by both the Buyer(s) and the Seller(s) before any monies will be released from the trust account.
4. Any back-up contracts for a home already under contract MUST contain language which states that the first contract must be defeated or terminated before the back-up contract can be put into force.
5. The Broker will require that the agent or a representative from the Company be present at any closing and that all required documents be collected and returned to the Broker after closing. The Broker will require original documents for the files.
6. Property Management by Brokers require that emergency Repairs exceeding property maintenance escrow cannot be done if the estimate exceeds $500.00. The owner is to be contacted to pay for the repairs directly. If this does not occur in appropriate time frames and the property is occupied the tenants will be released from lease.
7. Property Non-Qualifying Assumptions and Owner Financing: If the agent participates in a transaction which is a non-qualifying assumption or owner financing, that agent will follow contract guidelines. Any questions may be referred to the Broker.
8. Guaranteed Buyouts: Will not participate in any Guaranteed Buyouts.
9. Investor Purchases: The Company and its agents will help any Investor with the purchase of any property.
10. Broker is duly licensed as a real estate Broker by the state of Colorado, as such, broker will maintain an office properly staffed and equipped for the proper operations of business.
11. Broker agrees they may share with each other the facilities of the office.
12. Broker agrees to make available to Salesperson (associates, assistant’s and showing personel) all information regarding salespersons currents listings in the office. Except at which may be deemed confidential.
13. At salesperson’s request, Broker agrees to furnish such advice, information and full cooperation as Salesperson shall reasonably request. Broker agrees that he/she obtains no authority or right to direct or control Salesperson ‘s actions except where specifically by law and that Salesperson assumes and retains discretion for methods, techniques and procedures in soliciting and obtaining listings and sales, and rentals or leases of listed property.
14. In no event shall Broker be personally liable to Salesperson for Salesperson’s share of commission not collected, nor shall Salesperson be entitled to any advance or payment from Broker upon future commissions, Salesperson’s only remuneration being his/her shares of the commission paid by the parties for whom the service was performed. Nor shall Salesperson be personally liable to Broker for any commission no collected.
15. Broker shall not liable to Salesperson for any expenses incurred by Salesperson for any of his/her acts except as specifically required by law. Expenses which must, by reason of some necessity, be deducted from gross commission income, shall be paid by the parties (Broker and Salesperson) in the same proportions as provided for herein concerning the division of commissions.

**BROKER SALES ASSOCIATES RESPONSIBILITIES**

1. ETHICS

Alpha Dimension Properties Inc. has adopted the NRPM Code of Ethics as a standard of its members. In short, the members agree to abide by the code of ethics and the Golden Rule: “Do unto others as you would have them do unto you”. Copies of the Code of Ethics are available from the National Association of Residential Property Managers web site. It is more desirable for broker associates to lose a sale than misrepresent the fact and cause a negative reflection upon his honesty and integrity.

1. GENERAL WORK AGREEMENTS
   1. Broker Associates, prior to being authorized to represent the company, must agree to and sign the Broker-Salesperson Independent Contractor Contract.
   2. The Broker-Salesperson Independent Contractor Contract will be signed in duplicate; one copy will be given to the Broker Associate and the other copy will be filed at the office.
   3. Each Broker Associate, prior to being authorized to represent the company, must read and agree to abide by the Code of Ethics established by the National Association of Residential Property Managers.
   4. Each Broker Associate, prior to being authorized to represent the Company, must also read and agree to the office guidelines as contained in the OFFICE OPERATIONS HANDBOOK of North Metro Management LLC.
2. CHANGE OF ADDRESS

It is important that all sales associates immediately notify the administrative office of any change in home address or telephone number. This information is needed to keep the personnel records up to date.

1. PERSONAL BUYING/SELLING OF PROPERTY BY ASSOCIATES
2. Purchase of Property: In accordance with Commission Rule E-25, “When acting in an agency capacity or when a licensee sells, buys or leases real property on the licensee’s own account, such licensee shall have a continuing duty to disclose any known conflict of interest that may arise in the course of the transaction. In addition, when a licensee sells, buys or leases real property on the licensees account, such licensee shall disclose in the contracting instrument, or in a separate concurrent writing, that the licensee is a licensed real estate agent in the State of Colorado”.

Negotiation and/or renegotiation of compensation to have been received by the company for the sale of in-company listings shall be done in cooperation with the Broker. To avoid conflict of interest, it may be necessary to terminate/void the listing to execute the licensee’s purchase of the property.

Licensees might not be covered by errors and omissions insurance when they purchase or sell investment properties. Licensees are responsible for making sure they will be covered by errors and omissions. The Company participates in the State’s E&O program. Licensees may contact the State’s underwritten directly to determine coverage requirements.

1. Sell of Personal Property: Licensees may list their personal properties with the company. The company may charge a fee to cover expenses incurred by the company for marketing of said properties along with compensation, if any, due to cooperating brokers and the Company will charge a percentage of the selling price that will include compensation to cooperating brokers. The manner in which the Company is compensated will be determined at the same time of the listing. Licensees will comply with all laws and/or rules governing the sale of real property.
2. SIGNS

The most effective and inexpensive way to promote prospect inquiries and to advertise is by the use of signs.

Unless the property owners refuse a yard sign, all listed properties are to have an approved- Alpha Dimension Properties Inc. yard sign which must be placed within 24 hours of seller’s signing of the listing agreement.

1. Sign types

The Alpha Dimension Properties Inc. approved signs shall be used for all residential listings. Other types of signs may be used with a commercial or special residential listing ONLY with the approval of the Manager/

1. Salesperson’s Name on Sign

Salespeople are to have their name on their listing signs. The honor and reward for a good job can then be directed to the deserving Salesperson by the owner and the neighbors.

1. General Procedures
   1. Signs must be kept clean and straight
   2. When property sells, the listing Salesperson is responsible for a placing a “Sold” rider on the “For Sale” sign.
   3. Signs must be promptly removed after the sale has been closed or the listing has expired.
2. Referrals

Referrals can be an excellent source of additional income and prospects. When a broker associate has a good buying or listing lead in an area he/she cannot service in a professional manner (such as a different part of town or a different price range than he/she usually works with) or if the broker associate has too many prospects to work with, he/she is wise to refer them to another broker associate. Residential broker associates are usually most successful by specializing in their own field and referring leads to a commercial sales person and vice versa. Cooperation is the name of the game and everyone benefits, including the client who will be receiving better service.

1. Within the Metro Area

If you have a lead within the Metro area, contact the broker associate of your choice. If it is a listing lead, you can receive part of the listing commission earned. If it is a buying lead, you can receive part of the selling commission earned. Or, if you prefer, c-list or work together on a split that is mutually agreeable. The agreement will be in writing.

1. Outside the Metro area

If you have a lead on a customer moving to another area or a customer owning a property they would like to sell in another area, you may contact a sales agent in that area. The agreement will be in writing.

1. Earnest Money
2. Deposits: All earnest money and/or money belonging to others relating to real estate transactions must be deposited into the chosen Title Company’s escrow account no later than the “first” business day following the day on which the Broker/licensee receives notice of acceptance of the Contract (Commission Rule E-1(n). It is the duty of the licensee to render said earnest money to Broker In a timely manner so that said money may be deposited no later than 3:00 p.m. (close of bank business day) on the day said deposit is due.
3. Release of Earnest Money: Earnest money will be released upon Broker’s receipt of written consent from one or all parties to the transaction to release said earnest money to the other party. In the event of a dispute earnest money will be held by the chosen Title company in the Title companies escrow account or interplead into court until Broker is authorized by written consent to release said money. Licensees will use the “Earnest Money Release” approved by the Real Estate Commission or one that has been prepared by an attorney. There shall be no exculpatory language inserted into the agreement by licensees.
4. Trademarks

The indiscriminate use of words could jeopardize our trademark rights.

For the above reason all requests for printing (such as mail outs, stationery, business cards, etc.) are submitted to and approved by the Broker/Owner.

1. Who may obligate the Broker

Broker associates have no authority to bind the company by any promise or representation unless specifically authorized in writing by the Broker.

1. Withholding Taxes and Social Security

The Federal Internet Revenue Service has rules that govern a real estate sales person who is an independent contractor. Hence, it is necessary that the broker associate file and pay income tax and social security payments as an independent businessman. Because of the potential high earnings of associates, it will generally be necessary to file quarterly. It is recommended that each broker associate employ a competent tax consultant. The company will provide each sales associate with an annual statement of earnings. The company will not deduct withholding from commissions.

**ANTITRUST COMPLIANCE POLICIES**

* 1. The commission rates of our firm are based upon the cost of the services we provide, the value of these services to our clients and competitive market conditions. Our commission rates are not determined by agreement with, or recommendations or suggest from, and person not a party to a listing agreement with our firm.
  2. Any Salesperson affiliated with this firm shall not participate in any discussion with any person affiliated with or employed by any other real estate firm concerning the commission rates by this firm in our community.
  3. When soliciting a listing, or negotiating a listing agreement, no salesperson affiliated with this firm shall make any reference to a “prevailing” commission level in the community, the “going rate”, or any other words or phrases that suggest that commission rates are uniform or “standard” within our marketing area.
  4. The amount of commission split, offered by this firm to cooperating brokers is determined by the level of service we can expect a cooperating office to perform, and the amount of compensation necessary to induce cooperation under prevailing market conditions. Commission splits. Are not intended, and may not be used, to induce or compel any other real estate firm in our marketing area to raise or lower the commission they charge to their client.
  5. When soliciting or negotiating a listing agreement, no salesperson affiliated with this office shall disparage the business practices of any other real estate firm, nor suggest that this office, or any other office, will not cooperate with any other real estate firm. Listing presentations shall focus exclusively upon the level of service and professionalism provided by this office, the results we have achieved for other clients, and the value the client can expect to receive for the fees we charge. Potential clients should be invited, and encouraged, to compare the value of our services to those o any other real estate firm in our marketing area. Likewise, any salesperson who is invited by a potential client to compare our services with those of any other real estate firm should do so by emphasizing the nature and quality of the service we provide.
  6. Whenever a salesperson is unsure about the proper way to respond to the concerns of an actual or potential client or customer, or whenever a salesperson has been present during an unauthorized discussion of fees or commissions,, he should contact his principal broker or sales manager immediately. If necessary, the broker manager will consult our firm’s attorney
  7. PROMISSORY NOTE

If a promissory note is to be accepted for earnest money, the broker associate must use Colorado Real Estate Commission Approved Form EMP80-05-04 and is obligated to promptly determine whether or not the note is redeemed on or before its due date. If the note is not so redeemed, the broker associate must immediately inform the seller orally and in writing of that fact, and allow the seller to decide on a course of action.

Broker associates should be careful not to express opinions as to the likelihood of a purchaser’s redeeming a note, or otherwise take any responsibility as to its collection.

* 1. TITLE COMMITMENTS

It is the Broker Associates obligation to see that the title commitment is ordered and delivered to the purchaser or seller on or before the date required in the contract. Copies must be delivered to purchaser or seller on or before the date specified in the contract (usually 7-10 days before closing). It is suggested broker associate get a dated receipt from purchases.

* 1. Obligating. No broker associate may obligate for expenses, losses or other unusual obligations without prior written consent of the Broker.
  2. Complaints/Disputes

In the event of a dispute between broker associates within company or with another broker’s sales associate, advise broker.

Broker associate must advise broker immediately or any customer and/or client complaints and of any real estate commission complaints, alleged ethics violation or arbitration requests.

**COMMISSIONS**

1. Commissions are paid to the broker associates on or before the next business day of the date entered. That Is, when he/she provides all documents required to complete the file and has removed and returner all signs and lock boxes if loaned to the broker associate by another broker.
2. In the event that a Broker Associate has fallen behind in paying a debt to Alpha Dimension Properties Inc, the entire office bill may be deducted from any commissions he/she has earned and any balance that is remaining is to be given to the Broker Associate.
3. The commission split among the broker associates is determined by agreement between the parties.
4. The listing commission versus the selling commission between cooperating offices is determined by the agreement between the offices.
5. Commissions, other than cash, are to be negotiated on a case by case basis. Primary consideration will be the processing to meet IRS rules.

**LISTING POLICY**

General

1. Alpha Dimension Properties Inc. prefers its salespeople represent the seller as seller agent when we are the listing broker, unless required by seller to be a transaction broker. Check box within the agreement to become transaction broker if possible.
2. Alpha Dimension Properties Inc. will cooperate with and offer compensation to companies who wish to work as buyer’s agent and represent the buyer exclusively.
3. Alpha Dimension Properties Inc. will cooperate with and offer compensation to companies who wish to assist a buyer as a transaction-broker, and represent neither a buyer nor our seller.
4. The employing (managing) broker may serve as designated broker in which event the employing (managing) broker may also act as the supervising broker in that transaction.
5. **BROKERAGE SERVICES AND DUTIES.** Brokerage firm, acting through Broker, shall provide brokerage services to Seller. The Broker, acting as either a Transaction-Broker or a Seller’s Agent, shall perform the following Uniform Duties when working with Seller:
6. Broker shall excise reasonable skill and care for Seller, including, but not limited to the following:
   * + 1. Performing the terms of any written or oral agreement with Seller;
       2. Presenting all offers to and from Seller in a timely manner regardless of whether the Property is subject to a contract for Sale;
       3. Disclosing to Seller adverse material facts actually known by Broker;
       4. Advising Seller regarding the transaction and to obtain expert advice ass to material matters about which Broker knows but the specifics of which are beyond the expertise of Broker.
       5. Accounting in a timely manner for all money and property received; and
       6. Keeping Seller fully informed regarding the transaction.
7. Broker shall not disclose the following information without the informed consent of Seller:
8. That Seller is willing to accept less than the asking price for the Property;
9. What the motivating factors are for Seller to sell the Property;
10. That Seller will agree to financing terms other than those offered;
11. Any material information about Seller unless disclosure is required by law or failure to disclose such information would constitute fraud or dishonest dealing; or
12. Any acts of suspiciousness regarding circumstances that could psychologically impact or stigmatize the Property.
13. Seller consents to Broker’s disclosure of Seller’s confidential information to the supervising broker or designee of Seller, or use such information to the detriment of Seller.
14. Brokerage Firm may have agreements with other sellers to market and sell their property. Broker may show alternative properties not owned by Seller to other prospective buyers and list competing properties for sale.
15. Broker shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract for Sale.
16. Broker has no duty to conduct an independent inspection of the Property for the benefit of the buyer and has no duty to independently verify the accuracy or completeness of statements made by Seller or independent inspectors. Broker has no duty to conduct an independent investigation of a buyer’s financial condition or to verify the accuracy or completeness of any statement made by a buyer.
17. Seller shall not be liable for the acts of Broker unless such acts are approved, directed or ratified by Seller.
18. **ADDITIONAL DUTIES OF SELLER’S AGENT.** If the Seller Agency box at the top of Page 1 is checked, Broker is a limited agent of Seller (Seller’s Agent), with the following additional duties;
19. Promoting the interests of Seller with the utmost good faith, loyalty and fidelity.
20. Seeking a price and terms that are acceptable to Seller.
21. Counseling Seller as to any material benefits or risks of a transaction that are actually known by Broker.
22. **BROKERAGE RELATIONSHIP**
23. If the Seller Agency box at the top of page 1 is checked, Broker shall represent Seller as a Seller’s Agent. If the Transaction-Brokerage box at the top of page 1 is checked, Broker shall act as a Transaction-Broker.
24. **In-Company Transaction - Different Brokers.** When Seller and buyer in a transaction are working with different brokers, those brokers continue to conduct themselves consistent with the brokerage relationship thy have established. Seller acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a buyer.
25. **In-Company Transaction - One Broker.** If Seller and buyer are both working with the same broker, Broker shall function as:
26. **SELLER’S AGENT.** If the Seller Agency box at the top of page 1 is checked, the parties agree the following applies;

**Check One Box Only**

* (A) **Seller Agency.**
* (B) **Seller Agency Unless Brokerage Relationship with Both.** If this box is checked, Broker shall represent Seller as Seller’s Agent and shall treat the buyer as a customer, unless Broker currently has or enters into an agency or Transaction-Brokerage relationship with the buyer.

2. **TRANSACTION-BROKER.** If the Transaction-Broker box at the top of page 1 is checked, or in the event neither box is checked, Broker shall work with Seller as a Transaction-Broker. If Seller and buyer are working with the same broker, Broker shall continue to function as a Transaction-Broker.

D. **SELLER’S OBLIGATION TO BROKER.** Seller agrees to conduct all negotiations for the Sale of the Property only through Broker, and to refer to Broker all communications received in any form from real estate brokers, prospective buyers, tenants or any other source during the Listing Period of this contract. Seller must check the box stating they are NOT aparty to any listing agreement. Seller represents that Seller Is  In Not currently a party to any listing agreement with any other broker to sell the Property.

**SELLING POILICY**

1. General
   1. The designated broker may excute an Exclusive Right-To-Buy Contract (Buyer Agency) agreement or the designated broker may execute an Exclusive Right-To-Buy Cntract (Transaction-Broker) agreement.

If a “Buyer Agency” agreement is executed, the buyer will make a choice by checking a box indicating what will occur should they want to see a property the designated broker has listed. The buyer may give the designated broker permission to become a transaction-broker or they may prohibit the designated broker from doing so. In the latter case, the buyer with who the designated broker has an agency agreement would not be able to view and make an offer on property the designated broker has listed. However, the Buyer could make offers on properties listed by other desginated brokers in the same brokerage firm.

When the Designated Broker has Both sides of the Transaction:

In an in-house transaction where a licensee is a designated broker for both the seller and buyer, the licensee may:

1. Provided that the designated broker’s buyer and seller selected the transaction brokerage option in the Exclusive Right to Sell \_(Seller Agnecy) contract or in the Exclusive Right to Buy (Buyer Agency) contract, the designated broker may become a transaction broker with both parties.

At the time the designated broker negotiates on behalf of both parties the designated broker must provide the “Change if Brokerage Status (Transaction Broker)” disclousre to both the seller and buyer. This form is developed by the Colorado Real Esate Commission and is required by a new Rule E-41.

1. The designated broker may treat any buyer or seller with whom you have no brokerage relationship with as a customer.

Customer is defined in the law to mean “a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or emplyed a broker.:” If the buyer has a tranaction brokerage agreement or agency agreement with another firm, the designated broker may not treat the buyer as a customer.

A customer may veiw and make an offer on all properties that the designated broker has listed beause in this scenerio the only brokerage relationship either is with the seller or the buyer.

The designated broker must treat a customer fairly and honestly and disclose actual known material facts/defects about a property. However, the designated broker may not advocate for the buyer.

1. A designated broker and designated broker team may not work with both a seller and buyer as a agent for both.
2. Implementation:
3. Using approved language, disclosure to the buyer, is acting as a tranaction broker and not acting as their agent, unless an Exclusive Right to Buy Listing Contract (Buyer Agency) is executed.
4. Should the buyer wish to have agency representation, review in its entirety the Exclusive Right to Buy Listing Contract (Buyer Agency), in particular:

* The advantages of the agency reltionship
* The liabilites of the agency relationship
* The agency dislclosure statement tht different relationship are available.

1. Duties:
2. When acting as a tranaction-broker, either on properties listed with other companies, Alpha Dimansion Properties Inc. has the following obligations and responsibilites:
3. To perform the terms of any written or oral agreement made with any part to the transaction;
4. To excerise reasonable skill and care, including, but not limited to:

* Presenting all offers in a timely manner, regardless of whether a property is subjest to a contract,
* Advising the parties regarding the transaction, and suggestiong that the parties obtain expert advice about material matters which we know but the specifics of which are beyond the expertise of our company;
* Accounting in timely manner for all money and property received;
* Keeping all parties fully informed regarding the transaction; assisting the parties in complying with the terms and conditions of any contract;
* Disclosing all adverse material facts acutally known by our company;
* Informing the buyer that they are not vicariously liable for the acts of our company.

Alpha Dimension Properties Inc. may not disclose the following information without informed consent:

* That the buyer is willing to pay more than the purchase price for the property;
* That the seller is willing to accept less than the asking price for the property;
* What the motivating factors are for the buyer or the seller;
* That the seller or buyer will agree to financing terms other than those offered;
* Any facts or suspicions which may psychologically impact or stigmatize a property.

1. When acting as a buyer’s agent on properties listed with other companies, Alpha Dimension Properties Inc. owes the following duties to the buyer:
2. To perform the terms of the written agreement made with the buyer.
3. To exercise reasonable skill and care for the buyer.
4. To promote the interests of the buyer with the utmost good faith, loyalty, and fidelity, including but not limited to:

* Seeking a price and terms which are acceptable to the buyer; except that we are not obligated to seek other properties while the buyer Is a party to a contract to purchase a property;
* Presenting all offers to and from the buyer in a timely manner, regardless of whether the buyer is alread a party to a contract to purchase property;
* Presenting all offers to and from the buyer in a timely manner, regardless of whether the buyer is already a party to a contract to purchse property;
* Disclosing to the buyer adverse material facts actually known by our company;
* Advising the buyer to obtain expert advice as to material matters about which our company knows but the specifics of which are beyond our expertise;
* Accounting in a timely manner for all money and property received;
* Informing the buyer that they may be vicariously liable for the action of our company when we are acting within the scope of the agency relationship.

1. Alhpa Dimension Properties Inc. may not disclose the following information without the consent of the buyer:

* That the buyer is willing to pay more than the purchase price for the property;
* What the motivating factors are for buying the property;
* That the buyer will agree to financing terms other than those offered;
* Any material information about the buyer unless disclosure is required by law or failure to disclose such information would consitute fraud or dishonest dealing; or
* Any facts or suspicions which may psychologically impact or stigmatize a property.

1. Working with Landlords and Tenants - Landlord’s Designated Agent: Licensees are premited to work with landlords and tenants as the Designated Agent of the landlord when approved by the Employing Broker. Tenants will always be treated as customers and must be given the Brokerage Disclosure to Buyer/Tenant disclosure form (effective date of the first showing). The Company will enter into a management agreement.
2. Property Listing Procedures Including Release of Listings:
3. Listing Properties: Prior to meeting with the seller and taking the listing, obtain as much information about the property as possible (e.g., information recorded by the County including legal description, ownership and encumbrances, current taxes, etc.) Information is to be verified by the licensee prior to the property being placed in the multiple listing service, placing a sign and lock box on the property and preforming other marketing sevice.
4. Market Analysis: In accordance with the Colorado Real Estate Commission’s guidelines, included below, prepare a comparative market analysis (CMA), if necessary, to assist the seller in determing a listing price.

**(Commission Position Statement- Preperation of Market Analysis and Real Estate Evaluations used for Loan Prurposes)**

1. Disclosures: Meet with seller, give disclosures as required by law and the Company and obtain pertinent information regarding the property. Examples of pertinent information includde the following: Material defects known by seller, copies of declarations if convenants and homeowners association’s (HOA) financial statements, if appliciable, copy of deed to verify ownership if different from county records, copies of exisisting financing documents to obtain information regarding payoffs and penalties,required notices, copies of permits for uncompleted work on property. Note: State law does not require sellers to give property disclosures. If seller refuses to provide licensee is to use the form approved by the Real Estate Commission or one that has been provided by an attourney. Alpha Dimensions Properties Inc. does require seller to provide Seller’s Property Disclosure. Exceptions can be made by managing broker.
2. Present the listing agreement (Seller Agency or Transaction Broker) and addenda, if any, in their entirity to the seller.To the best of licnesee’s ability, determine if seller understands (1) the limits of the services to be provided, (2) broker’s responsiblities and (3) seller’s responsiblities as per the agreement and addendum. If seller does not understand the agreement or addenda, advise seller to seek legal counsel prior to signing documents. Licensees may not obligate the Company to services other than those identified in the agreement including the Company’s addenda, if any, without prior written approval from the employing broker or broker’s designee.
3. Measuring Property: If licensee advertise square footage, they will be responsible for complying with the Commission’s position statement on measuring properties and providing the Square Footage Disclosure as required by the Commission.
4. Termination Listing: Listings will be released per the terms of the contract or within 24 hours from receipt of written notice from sller to terminate, subject to anecuted contract to buy and sell real estate.
5. Rebating Commission Fees:Reference the Real Estate Commisssion’s Position on Broker’s Payment or Rebating found in Chapter 3 of the Colorado Real Estate Manual.
6. Referral Fees and Advertising Services:Reference the Real Estate Commission’s Position on Referral Fees and Advertising Services.
7. Power of Attourney:A real estate broker’s authority is usually limited to a particular transaction or series of transactions. Even when acting as an agent, the right to bind a principal is very restricted. For example, a licensee cannot sign documents that bind parties to a real estate transaction without express written authority. Some licensees believe incorrectly that a listing agreement, by itself, gives them the right to sign other legal documents for the buyer or seller.

Absent a written power of attourney, a licensee is never authorized to sign for a buyer, seller, landlord, or tenant on any form of disclosure, listing, buy/sell, addendum, counterporposal, contract extension, promissory note, deed of trust, deed transerring property, lease, or closing documents. Singing the principal’s signature followed by the word “by agent” or simialr is likewise unacceptable:

Unless the broker is acting pursuant to a written power of attorney giving the authority to sign in place of the party, the broker is put in a dangerous position. In additon, the broker may be exposing the parties to the transcation to civil litigation. Under no circumstances should a broker assume the power to sign for another, even if due to a party’s unavailability.

Acting as attorney-in-fact is sometimes necessary and certaintly not improper. However, a power of attorney should be carefully read and understood by both parties before it is executed. Some powers of attorney forms are very limited in scope.

Other grant broad powers.

**Real Estate Transactions**

All contractual real estate transactions entered into or prepared by licensees in their capacity as “Agents” of the Company belong to the Company and are the property of the Company. The Employing Broker will designate the listing agents(seller and buyer) to serve as the “Designated Broker” for the seller and buyer. While the ultimate responsibility of the listings will be that of the Broker, the Designated Broker will also share responsibility of the listing. As such, the following policies shall aplly.

1. Review of Contracts: Broker shall receive all contracts to assume timely completion, fulfilment of obligations of the Company, and to assist the designated brokers in helping sellers or buyers meet the terms and conditions of the contract.
2. Licensee Duties:
3. All contracts must be turned into the Broker within twenty-four (24) hours of execution (signed by all sellers and/or buyers).
4. Preperation of agreements to amend or extend contracts and rendering assistance to sellers and buyers in obtaining inspections, appraisals, etc. shall be the responsibilities of the licensee. To avoid possible conflicts, Broker recommends that its licensees always recommend a minimum of three contractors, inspectors, etc. to seller and/or buyers when such assistance Is requested. Any changes to the original terms and conditions of listing contracts or contracts to buy and sell agreed to by the parties to the transactions, should be put in writing. Unless prepared by an attourney, the Ommission approved form to Amend/Extend Contract is to be used for all buy/sell contracts and Agreement to Amend/Extend Contract with Broker is to be for changes to listings contracts. Again, documents are to be turned into Broker within 24 hours upon execution by all partie to the transaction.
5. All licensees are to attend schedules office meetings/training sessions and continuing education classes to assure continuing knowledge and understanding of changes in forms, rules and regulations governing real estate transactions and to obtained required CE credits. Certificates must be kept at office and by the broker associate as proof.
6. Broker Duties:
7. Provide training and/or information regarding availability of training, changes in forms, rules and regulations regarding governing real estate transactions.
8. Maintain and make available the files regarding their real estate transactions.
9. Assist licensees in a supervisory capacity in fulfilling the terms and conditions of their real estate transactions.

**Non-Qualifying Assumptions and Owner Financing**

In compliance with SB 02-196 and Chapter 19, Property Management and Lease, of the Colorado Real Estate Manual, the Company will provide property management services to property owners. Licensees must first obtain the consent of the Broker prior to obligating the Company to perform such services. Such consent will be based on terms and condititions set forth in a management agreement between the Company and property owner.

NOTE: The Real Esate Commission prohibits associates licensees from managing properties belonging to other outside of their employing brokers Associate license may manage their personal properties outside of their employing brokers.

**Training, Continuing Education and Professional Development**

Notices regarding training will be provided to all employees (associate licensees incluided) in a timely manner. Although independent contractor status of asscoiate licensees prohibits mandating licensees’ attendance at training sessions. All associate licensees will be requires to maintain current knowledge of Company policies as well as Real Estate Commission changes and updates.

1. Continuing Education: Colorado real estate licensees are required by law to take twenty-four (24) hours of continuing education every three years. This includes taking the Commission’s 3-hour annual “Update Course” plus additional courses totaling 15 hours prior to the renewal of real estate licenses. This allows licensees to stay abreast of changes in laws, rules and regulations governing real estate transactions. The compnay encourages its associates to take said courses in a timely manner as not to impede the renewal of their licneses at the end of the three-year period. Additionally, the Company encourages its licensees to take courses beyond those require as an added measure of staying informed of aforementioned changes as well as for the enhancement of their professioanl development.
2. PROFESSIONAL DEVELOPMENT: While no licensee is required by the Commission to participate in professional organizations or to take advantage of opportunities that enhance their professionalism, it should be noted that membership in such organizations greatly benefit them by providing Codes of Ethics for working with the public, access to multiple listing services, seminars, training and courses that meet speacilized needs of licensees, health and dental insurance and other opportunities that aid licensees in fulfilling their career goals and objectives. Alpha Dimension Properties Inc. is a member of the National Association of Residential Property Managers and strongly encourages the Broker Associate to become an active member.

Professional development is a vaible resource for all licensees and has been incorparted as a part of the Company’s risk managemnet program. Licensees are encouraged to participate in programs that go beyond the required 24 hours of continuing education mandated by the Commission to include specialized training.

**Delegation of Authority**

Broker has the authortiy to delegate responsibilities (including management, accounting, supervision, etc/) as maybe necessary to conduct the business of the Company to an associate licensee. Any responsibilities delegated shall be in writng.

1. Personal Assistance: It is the Companys desire to allow its licnesees the advantage of having personal assistnats. In conjuction with Real Estate Commission rules and regualtions it is Alpha Dimensions Properties Inc. policy that only licensed assistants are allowed to show property.

The Real Estate Commission has developed a; position statement regarding the use of personal assisstants. It is imperative that you undertand the duties as any violation of the license law resulting form the acts of an assistant can result in disciplinary actions against the licnesees and the Company including the employing broker.

**Definitions**

SALESPERSON: Reference to “salesperson” throughout this document means sales associate or brokerage licensee.

Shall: The word “shall” used in this document is synonymous with the words “mandatory” or “require”.

Should: The word “should” used in this document means that “it is recommende, not required”.

EQUAL OPPORTUNITY SLOGAN: The official Equal Opportunity slogan is “Equal Housing Opportunity”.

BOARD: The use of the term “board” throughout this manual will denote boards and associations.

FEDERAL FAIR HOUSING LAWS PROTECTED CLASSES: Race, Color, Religion, Sex, National Origin, Handicap, and Familiar Status

ADDEDUM TO POLICY 7 PROCEDURES MANUAL

It is the policy of this company not to allow showings by unlicensee persons on properties listed by this company. The staff will ask the person setting the showing and note that the showing will be done by a licensed person. If the internet is to have the property shown by an unlicensed person the showing agent will be referred to the listing agent of the property before any showing is set.



**POLICY AND PROCEDURE STATEMENT**

**OFFICE POLICY MANUAL**

(Created April 2009)

(Updated April 2014)

**ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING**

I,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Owner and Employed Licensee, have received a copy of the Office Policy Manual. I have read and understand the policies contained in the manual and agree to abide by and conduct my activities in accordance with the policies. I understand that violation of any of the plicies may result in desciplanary actions or my license being returned to the Colorado Real Estate Commission.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Independent Licensee Date



**POLICY AND PROCEDURE STATEMENT**

**OFFICE POLICY MANUAL**

(Created April 2009)

(Updated April 2014)

**ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING**

I,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Owner and Employed Licensee, have received a copy of the Office Policy Manual. I have read and understand the policies contained in the manual and agree to abide by and conduct my activities in accordance with the policies. I understand that violation of any of the plicies may result in desciplanary actions or my license being returned to the Colorado Real Estate Commission.

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Signature of Independent Licensee Date