

## Policies & Procedures

August 4, 2020

### GENERAL POLICIES & PROCEDURES

**POLICY AND PROCEDURE MANUAL:** You are required to be current with Coldwell Banker Commercial Danforth's (aka, the Firm's) Policy and Procedure Manual at all times. Broker: The definition of the term "Broker" for use within this document shall mean a licensed: 1. Broker 2. Managing Broker or 3. Assistant, within the Firm's organization.

**WHEN VISITING OFFICE AFTER HOURS:** Broker will have access to all of the Firm's offices through the use of the key pad located on an exterior door. Use the last 6 digits of your SS# to gain access. Turn off all lights.

**SECURITY SYSTEM:** Set the alarm on the security system before leaving. All 3 offices have the same alarm code. If you do not know the code, call a manager before attempting to enter any of our offices. If you set off the alarm, immediately contact an office manager. Failure to contact either an office manager or Broadview Security or ADT Security within 2 minutes of setting off the alarm will result in a \$100.00 fine. If you have any questions on the operation of the system or security codes, contact any of our staff members for assistance.

**COPY MACHINE:** The code to the copy machines is the last 6 digits of your Social Security number. 350 free black & white copies per month and 30 free color copies per month are included. Any additional black & white copies will be charged at \$.10 per copy. Additional color copies are charged at \$.30 per copy.

**PHONES:**

Staff will provide information on how to use the office phones.

**ALL INCOMING CALLS WILL BE HANDLED IN THE FOLLOWING MANNER:**

All calls will go to the listing Broker. Caller does not have to ask for the Broker by name. Receptionist will transfer calls to the Broker's mobile phone.

**REFERRALS:** Management reserves the right to determine who will receive referrals.

**COMPANY COMPUTERS/INTERNET ACCESS:** Company-owned and maintained computers and Internet service providers obtained and paid for by Firm are to be used for company-related real estate business purposes only. Internet access via company computers for personal use is not permitted. If you wish to use your laptop while in our offices, please consult office staff for the WIFI password.

**WILL CALL:** Ask Receptionist for procedures and location.

**POSTAGE:** All items sent via US mail will be at the Broker's expense.

**VACATIONS & MEDICAL LEAVE:** It is the Broker's responsibility to arrange coverage for their business when leaving town, or otherwise unavailable. Broker must notify staff and provide name and contact information of contact person.

**COMMUNICATION:** Brokers must give their e-mail address to the office and notify the office of any changes. **E-mail is the primary means of communication between Management & Brokers.** Ask Management for information regarding the email address available through The Firm.

**ACCESS TO BROKER:** Brokers are required to make themselves available to be contacted by phone and email to clients, other Brokers both internal and external, and to the general public for real estate related matters. This includes displaying phone and email on all real estate websites used by FIRM, on all marketing materials, on all Real Estate signage and on internal FIRM documents and systems.

**CLIENT FOLLOW-UP:** Each Broker is expected to have consistent contact with each of their Buyers & Sellers. Consistent and thorough follow-up is the surest way to avoid problems and complaints. CBC Danforth Admin staff have a template available for you to use to provide regular updates to your clients. Sellers expect us to market their property and they need to be informed on everything that you are doing. Listings are lost because Sellers no longer believe we are genuinely concerned about their needs and believe that we have lost interest in marketing their property. Buyers expect to know what the process is and to be updated on the progress of their purchase at all times.

**E-MAIL & TEXTING:** It is important to remember the nature of the information created and stored electronically. Because they seem informal, e-mail and texting messages are sometimes offhand, like a conversation, and not as carefully thought out as a letter or memorandum. Like any other document, an e-mail or text message or other computer information can later be used to indicate what the Broker knew or felt. You should keep this in mind when creating e-mail or text messages and other documents. You should not send e-mail, text or other communications that either mask your identity or indicate that they were sent by someone else. Even after you delete an e-mail or text message or close a computer session, it may still be recoverable and may be used in a court of law.

**REALTORS CODE OF ETHICS:** All Brokers must know and abide by the Realtor's Code of Ethics.

**MEETINGS (AS NEEDED):** There will be meetings to keep the Brokers informed on changes that occur. Meetings are voluntary & optional.

**PROFESSIONAL ATTIRE:** Management's and Broker's personal image is a reflection on the professional reputation of this office.

**RECOMMENDED MINIMUM HOME OFFICE COMPUTER SOFTWARE:**

You will need to have an updated computer that includes the Office suite, PowerPoint and Adobe software. You will need access to the internet and email at all times.

**COMPANY FAX LINE:** Any faxes received during business hours, seven days a week, at 253-838-0760 shall be converted to an email and forwarded to Brokers via the e-mail address at [cbdafax@comcast.net](mailto:cbdafax@comcast.net). To prevent this address from being considered spam or junk mail, please make sure that you enter it into your contacts or safe list. All Fax transmissions are confidential and must only be viewed by the named recipient.

**WORK ORDERS:** Do not order work to be done on any transaction in the name of The Firm. Your Seller or Buyer should always be named the responsible person to pay the bill, not The Firm. Should a Broker use the Firm's name to place a work order, the Brokers will be expected to pay the bill.

**PROPERTY MANAGEMENT:** If you want to be involved in Property Management, you must consult with and receive approval from the Property Management Division before conducting any Property Management related business.

**REAL ESTATE LICENSE RENEWAL:** It is the Broker's responsibility to complete all required clock hours (including CORE) and renew their license on or before the expiration date. Renewal can be accomplished on the DOL website or by mailing the renewal application to the state. Please reference the WA DOL website for specific guidelines.

**If your license expires, we are required to return your license to the state and you will not be allowed to conduct any real estate related services. Upon completion of your clock hours and license renewal, we will assist you in reactivation with our office.**

**POLICY FOR REFERRING A NEW COMMERCIAL BROKER TO CBC DANFORTH:**

For each Broker you refer that joins as a CBC Danforth Broker, you will receive 20% of that Broker's Net Office Commission up to \$5,000 for the first year after they join.



**FAIR HOUSING ACT:**

**Each Broker should at all times know and abide by the Fair Housing Act. The Fair Housing Act prohibits discrimination in housing because of:**

- 1) Race
- 2) National origin
- 3) Religion
- 4) Sex
- 5) Familial status (including children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18)
- 6) Disability

**SEXUAL HARASSMENT POLICY:**

Sexual harassment of any kind is inappropriate, offensive and illegal and will not be tolerated. Sexual harassment is a form of discriminatory behavior. No employee shall be subject to unwelcome verbal or physical advances or any other on-the-job conduct that could be interpreted as harassment.

**Legal Definition:** Sexual harassment is a form of sex discrimination and is an “unlawful employment practice” under Title VII of the 1964 Civil Rights Act. Unwelcome sexual advances, request for sexual favors and other verbal or physical conduct constitute sexual harassment when:

- They are part of a manager’s decision to hire or fire
- They are used to make other employment decisions such as pay, promotion or job assignment
- They interfere with the licensee’s or employees work performance
- They create an intimidating, hostile, or offensive work environment

**Behavior That Can Constitute Sexual Harassment:** Sexual harassment is defined as deliberate or repeated behavior of a sexual nature that is unwelcome. It can include verbal behavior such as unwanted sexual comments, suggestions, jokes, or pressure for sexual favors; nonverbal behavior such as suggestive looks or leering; and physical behavior such as pats or squeezes, or repeatedly brushing against someone’s body.

**Procedure:** The Designated Broker is responsible for managing all complaints of sexual harassment and for insuring that all complaints are investigated fully and fairly, regardless of the manner in which they are made or the individuals involved.

Should an instance of inappropriate behavior occur, it is the licensee or employee’s responsibility to bring it to the attention of management. This includes licensees and employees who think they are the recipients of sexual harassment or those who believe that they have witnessed another licensee or employee’s harassment.

If a licensee or employee believes s/he is being sexually harassed, action should be taken immediately by:

- Identifying the offensive behavior to the harasser and requesting it stop.
- Discussing the issue with the Manager/Licensees involved in the accusation, complaints should be taken directly to the Designated Broker.

**SUPERVISION OF BROKERS:** Any person who supervises or exercises right of control over Brokers (including licensed assistants) in the performance of real estate Brokerage services must be licensed as a Managing Broker. Any person not licensed as a Managing Broker shall not supervise or exercise right of control over any Broker (including licensed assistants) in the performance of real estate Brokerage services. Brokers may supervise or exercise right of control over other Brokers (including licensed assistants), if the other Broker is not providing real estate Brokerage services.

“Real Estate Brokerage services” means ANY OF THE FOLLOWING SERVICES offered or rendered directly or indirectly to another, or on behalf of another for compensation or the promise or expectation of compensation, or by a licensee on the licensee’s own behalf:



1. Listing, selling, purchasing, exchanging, optioning, leasing, renting of real estate, or any real property interest therein; or any interest in a cooperative;
2. Negotiating or offering to negotiate, either directly or indirectly, the purchase, sale, exchange, lease, or rental of real estate, or any real property interest therein; or any interest in a cooperative;
3. Listing, selling, purchasing, exchanging, optioning, leasing, renting, or negotiating the purchase, sale, lease, or exchange of a manufactured or mobile home in conjunction with the purchase, sale, lease, exchange, or rental of the land upon which the manufactured or mobile home is or will be located;
4. Advertising or holding oneself out to the public by any solicitation or representation that one is engaged in real estate Brokerage services;
5. Advising, counseling, or consulting buyers, sellers, landlords, or tenants in connection with a real estate transaction;
6. Issuing a Broker's price opinion, meaning an oral or written report of property value;
7. Collecting, holding, or disbursing funds in connection with the negotiating, listing, selling, purchasing, exchanging, optioning, leasing or renting of real estate or any real property interest; and
8. Performing property management services, which includes with no limitation: marketing, leasing, renting, the physical, administrative, or financial maintenance of real property, or the supervision of such actions.

**The performance of "real estate Brokerage services" DOES NOT INCLUDE:**

1. Being a greeter, distributing pre-printed promotional materials and providing security at open houses, without answering questions or interpreting information concerning the property, price or terms.
2. Acting as a courier for documents, keys or other similar services as long as there is not discussion or interpretation of the documents.
3. Performing clerical duties, answering the telephone, forwarding calls and scheduling appointments for Brokers.
4. Submitting forms and changes to CBA, obtaining status reports on loan progress and credit reports.
5. Following up on loan commitments after the contract has been negotiated, pickup up and delivery of loan documents.
6. Obtaining public information from sources like government offices, utility companies, title companies, etc.
7. Writing and placing advertising.
8. Making keys, installing lock boxes, placing or removing signs on the property, but not showing the property.
9. Gathering information for CMA.
10. Transporting clients to properties and/or around areas of interest but not showing or answering questions about the property.
11. Performing account and collection functions such as collecting rent, recording and depositing earnest monies, security deposits, rental funds and or computing commission checks.
12. Ordering or performing items of repair and/or maintenance.
13. Providing information pertaining to the characteristics of real estate and the terms or the conditions of a transaction only if that information is prepared in writing and approved in advance by the Broker.

**QUESTIONS FOR MANAGEMENT:** We want your questions!!! Always call your branch manager or the corporate office with any questions regarding any facet of your real estate business.

**CONTRACTS / PAPERWORK POLICIES & PROCEDURES**

**AGENCY DISCLOSURE PAMPHLET:** At initial contact, Brokers shall provide all clients/customers a copy of "The Law on Real Estate" pamphlet and obtain a receipt thereof at the earliest opportunity. Agency disclosure should always be made at the time of initial client-licensee contact. Written agency disclosure shall be obtained with every written agreement executed between a buyer and a seller or seller's agent.

**SUBMISSION OF DOCUMENTS:** Brokers and Managing Brokers are responsible for maintaining all Brokerage services documents and agreements in their personal transaction files as well as submitting them to CBC Danforth at [adminassistant@cbdanforth.com](mailto:adminassistant@cbdanforth.com) (please keep proof of email).

Transaction files include: all mutually accepted agreements, receipts, contracts, documents, leases, closing statements, agency disclosure receipts, notices and correspondence for each real estate transaction and for each rental, lease, or

purchase and sales contracts. Attorney review is required for all residential Brokers completing a commercial transaction and documentation must be turned in for the file. Correspondence that must be saved and included in a transaction file includes any correspondence that is material to the transaction. If Broker or Managing Broker is not sure as to whether correspondence is material to the transaction, Broker or Managing Broker shall save and retain the correspondence as well as email it to [adminassistant@cbdanforth.com](mailto:adminassistant@cbdanforth.com).

Brokers and Managing Brokers shall submit all documents to CBC Danforth staff via email within **two business days of mutual acceptance**. Documents that must be submitted include, at a minimum, listing agreements, buyer agency agreements, purchase agreements, lease agreements, earnest money receipts, all addenda, options and notices (within two days of client's signature or receipt from other party).

**LISTINGS, LEASES & PURCHASE & SALES AGREEMENTS:** It is the policy of this office that the Listing Agreement, Lease Agreement and Purchase & Sales Agreement, along with all documents mentioned above, must be submitted to CBC Danforth staff via email **within two (2) business days** after signatures are received on the contracts. On Purchase & Sales Agreements mutual acceptance is defined as when buyer and seller have signed the initial contract. It is not upon removal of contingencies. This policy also applies to short-sale transactions. Do not hold your transaction until the bank has approved it. You already have mutual acceptance when the seller and buyer sign the offer. Our office is required to have all signed documents available to Washington State Auditors upon request. On Leases, mutual acceptance is defined as the date the final signature is obtained.

***Late paperwork fines will apply according to the guidelines below:***

1. Late paperwork (not including earnest money receipts, which is \$50/day) will be fined at the rate of \$25 per day.
2. If a fine is assessed, you will receive notice by email and a note will be added to the transaction's internal file for tracking purposes. To dispute a fine, proof of submission must be presented (sent email receipt.)
3. When the transaction closes, the amount of the fine will be deducted from the commission check.
4. If the transaction is rescinded, the penalty will be due upon rescission of contract, or will be deducted from your next commission check.

Each document submitted will be uploaded by CBC Danforth staff to our document management system within 5 business days of receipt. Purchase and Sale Agreements and Leases must be accompanied by a completed Transaction Guide. The 5-day time period begins when both the contract and a completed Transaction Guide have been submitted. The documents will be reviewed by CBC Danforth staff and an email will be sent to the Broker stating if the file is complete or if additional items are needed.

**EARNEST MONEY DEPOSIT REQUIREMENT WAC 308-124E-100**

All Brokers and Managing Brokers will physically deliver all funds, moneys, negotiable instruments or items of value to the appropriate Managing Broker, branch manager or their designated Broker within the shorter of the following:

1. Two business days of the client's/customer's signature (business days are not Saturday, Sunday or other legal holidays as defined in RCW 1.16.050); or
2. Sooner if the terms of the client/customer contract necessitate quicker delivery than two business days.

**Earnest Money Policy:** If Broker collects earnest money check from Buyer(s) at the time of writing the Purchase & Sales Agreement, Earnest Money check must be dated the same date as Purchase & Sales Agreement. Or, if Earnest Money is in the form of a Promissory Note, it should be included as an addendum to the Purchase and Sales Agreement.

Transactions using CBCD trust account: Broker will deliver to Managing Broker the P&S and Earnest Money check by 3 PM the next banking day after mutual acceptance of the contract.

Transactions using outside Escrow trust account: Broker will deliver to escrow the PSA and Earnest Money check by the next banking day after mutual acceptance of the contract (or whatever date is agreed to in the PSA). Broker will get a dated receipt from escrow and deliver it to CBC Staff at [adminassistant@cbdanforth.com](mailto:adminassistant@cbdanforth.com) within 2 days of deposit.





If P&S states that the check is to be held for a specified length of time, Broker must add a statement for a “no later date” to the contract. Broker will deliver check to Managing Broker. Managing Broker will hold check until Broker notifies Managing Broker that conditions have been met or the “no later date” has arrived. A Receipt for Deposit of Earnest Money is required on **all** transactions.

***Brokers who deliver Earnest Money checks in violation of Washington RCW laws will result in a penalty to the Broker of \$50 for each business day that it is late. If Purchase & Sales Agreement fails to close, the \$50 per day penalty will be due upon rescission of contract.***

**Prior to the Closing of a Sales Transaction:** The company’s document management system generates a Commission Disbursement to be sent to the escrow company identified on the Transaction Guide. It is the Broker’s responsibility to correctly identify the escrow company, the closing date, the commission rate, sales price and any changes to this information.

If you would like to review the Commission Disbursement (CD) before closing to avoid any discrepancies, contact CBC Danforth Staff via email ([adminassistant@cbdanforth.com](mailto:adminassistant@cbdanforth.com)) to request a copy. Allow time prior to closing for corrections.

**For the closing of lease transactions,** it is the Broker’s responsibility to send the appropriate party (client or listing Broker) a commission invoice to collect commission payment. Please see CBC Danforth staff for an invoice template.

**ON A WEEKLY BASIS, CONTACT ALL PARTIES INCLUDING THE COOPERATING BROKER, LENDER AND ESCROW AGENT. CONSISTENT, REGULAR FOLLOW-UP IS ESSENTIAL. YOU WILL AVOID MANY PROBLEMS AND PROBABLY SAVE TRANSACTIONS THAT MIGHT OTHERWISE FAIL, IF YOU KEEP IN CONTACT WITH ALL PARTIES ON A WEEKLY BASIS AND LISTEN CAREFULLY TO WHAT THEY HAVE TO SAY. BUYERS AND SELLERS GET NERVOUS WHEN THEY THINK THEY ARE BEING IGNORED.**

### **COMMISSION POLICIES & PROCEDURES**

**COMMISSION CHECKS:** All commissions are processed at the corporate office in Federal Way. Commission checks delivered to any other location will result in a delay in payment to the Broker. The Transaction Center sends out a Commission Disbursement to escrow (based on info provided by Broker) for all files with the correct address for delivery of the check. If you need wire instructions, please see CBC Danforth staff and those will be sent directly from office to office.

**PAYDAY PROCESS FOR SALES:** Commission checks are deposited at the end of the day on which they are received. The next day an email is sent to the Broker to notify them that the check will be processed by bookkeeping. If all paperwork is in the office file, then payday will be after 3PM. Bookkeeping will notify Broker when check is available for pickup in Federal Way. Brokers using the direct deposit program will be notified by email that the process has been completed. Brokers missing paperwork will receive their commission upon providing the missing documents.

**Commission checks will be held until all required paperwork has been submitted to CBC Danforth staff.**

### **COMMISSION PAYMENTS FOR LEASES:**

It is our goal and priority to pay your commissions as quickly as possible once funds are received at our office. With sales, this is usually not an issue, as the checks are issued from escrow and the funds are guaranteed. But with leases, these are typically paid from company and/or personal checks and the funds are not guaranteed. Until our office has guaranteed funds, we cannot issue the commission check. It can take up to 7 business days from the date we receive a check for our company to be notified of insufficient funds. For this reason, commission payments are not issued until the 7 business day holding period has passed.

There are some options for getting paid sooner, if you wish to pursue them:



1. The landlord can wire funds directly to our company, and your commission can be processed once we receive the wire. There is typically a \$15-\$25 bank charge for wiring. If you wish to have funds wired, send a request to CBC Danforth Staff and we will send the wiring instructions to the person responsible (landlord) for wiring the funds.
2. It does not always take 7 business days for checks to clear the issuing bank, but it does take that long for us to receive notice of insufficient funds. The landlord can request that documentation be sent from their bank to our company that verifies the check number has cleared. Once we receive that notification, we can process your commission.
3. If the landlord issues a cashier's check or money order, we can process your commission once we receive it (per our normal timelines).

**COMMERCIAL MINIMUM AGC POLICY:**

Beginning January 2014, Coldwell Banker Commercial Danforth Brokers on the 70/30 program are required to produce a minimum annual AGC (Sales/Leasing Combined Commission) of \$30,000 in order to remain a Broker at CBC Danforth. Any Brokers not meeting this standard will be given the option of moving to the Coldwell Banker Danforth Referral Network but will not be permitted to sell and lease real estate as a Commercial Broker at CBC Danforth. In recognition of the diverse conditions within the industry, certain exceptions may be made. These exceptions may include but are not limited to Broker(s) having sufficient pending sales, pending leases and/or pending listings. Cases will be evaluated individually weighing all circumstances.

**COMMISSION REDUCTIONS:** It is the Firm's policy that you will always offer a full market SOC on every listing. If you choose to reduce your commission, you must do so in writing within either the listing agreement or buyer's agreement. If you do not handle your commission reductions through these agreements, you will be charged the 6% royalty fee by CB corporate as they choose not to participate in your client gifts that are non-contractual. You are permitted to waive your portion of a commission but not the office's portion. For example, if you are waiving a 3% commission, you can waive your 70% portion of that commission, but the office is to receive its 30%.

**ADVERTISING POLICIES & PROCEDURES**

**INTERNET WEBSITES & PRINT ADVERTISING:**

MANAGEMENT MUST APPROVE ALL ADVERTISING *PRIOR* TO SUBMITTING TO THE NEWS AGENCIES OR OTHER FORMS OF MEDIA (ELECTRONIC OR PRINT). AGENCY LAW STATES, "THAT THE FIRM IS RESPONSIBLE FOR BROKERS' ACTIONS." THIS INCLUDES ALL VERBAGE IN ADVERTISING. WE DO NOT WANT TO PLACE AN AD THAT GOES AGAINST WASHINGTON STATE LAW.

**OFFENSIVE MATERIAL:** Sending, saving or viewing offensive material or otherwise violating the Firm's policies against harassment or discrimination is prohibited. Messages stored and or transmitted by computer, voice mail, e-mail, copiers or telephone must not contain content that may reasonable be considered offensive to any client, staff of the Firm, or other Broker. Offensive material includes, but is not limited to obscenity, sexual comments, jokes or images, racial slurs, gender specific comments, or any comments, jokes or images that would offend someone on the basis of his or her race, color, creed, sex, age, national origin or ancestry, physical or mental disability, veteran status, marital status, medical condition or sexual orientation as well as any other category protected by federal, state, or local laws. Any use of the internet to harass or discriminate is unlawful and strictly prohibited by the Firm. Violators will be subject to discipline, up to and including release of license.

**ADVERTISING:**

You may advertise a title, group, team, or brand name without getting an assumed name license if the advertisement always displays the Real Estate Firm's licensed or assumed name in a **clear and conspicuous manner**.

- The advertising must use color, contrast, size, or audibility to ensure the Firm's name is readily noticeable and understood.
- The recipient of any advertising must be able to clearly distinguish the licensed Firm name from the name of the unlicensed group, team, or brand advertised.
- Advertising for an unlicensed title, group, team or brand name **can't** include wording that:



- Suggests a legal entity separate from the real estate Firm, such as “Inc.,” “LLC,” or “Corp.”
- Is commonly understood to reference an entire Firm or office, such as “realty,” “realtors,” “Firm,” or “real estate.”
- All affiliated licensees who want to use an unlicensed title or brand must get advance written approval from their real estate Firm’s designated Broker. This written permission should be available to our auditors and investigators upon request.

All advertising and promotional materials must include the Firm’s Name as licensed, Coldwell Banker Commercial Danforth. The Firm name must be used in a clean and conspicuous manner. “Clear and conspicuous” means the Firm’s name is of such a color, contrast, size, or audibility, and presented in a manner so as to be readily noticed and understood. There is no exception to this requirement and includes but is not limited to: internet-based advertising, web pages, e-mail advertising, newspaper ads, magazine ads, radio and television advertising and any other visual or auditory media.

No advertising or promotional materials shall contain any statements or representations that are false or deceptive in any manner. All advertising shall comply with all laws, MLS rules and the Realtor Code of Ethics. All advertising and promotional materials must be approved by the branch manager or designated Broker prior to publication.

This advertising also needs to be in compliance with the Corporate Identity Standards (see below).

### **ADVERTISING OR MARKETING FEES**

If you collect an advance fee for advertising, or any other purpose, the listing contract should state the purpose of the fee; indicate if the fee is part of the commission upon closing, and state if any unused funds are refundable if there isn’t a sale. The funds must be turned in to your designated Broker or their delegated Managing Broker to be deposited in the Firm’s trust account, and held in trust for the purpose indicated in the Brokerage service contract.

### **ASSUMED NAMES**

Designated Broker must submit a name reservation request to DOL so they can determine if the name you want is available. If DOL approves the requested name, the designated Broker will send DOL an assumed name application and fee payment. When received, DOL will send the Firm a license with the new assumed name. This license expires on the same date as the license for your Firm.

### **CORPORATE IDENTITY STANDARDS**

We must use the Corporate approved Identity Standards for all logos, signs, business cards, marketing packages, etc. This includes font sizes, font types, approved colors, etc. Please login to [www.cbcblueprint.com](http://www.cbcblueprint.com) or ask CBC Danforth staff for a copy of these guidelines.

### **WEBSITES**

Any Website is considered online advertising. This means that the content is subject to many regulations, and should be carefully considered before being made public.

You are solely responsible for the information and other content that you make available **anywhere** on the Web. Websites not associated with the Firm may be used for advertising provided that the seller has given written permission to post on these sites. Make sure you comply with the following:

- 1) Your site must use **Coldwell Banker Commercial** branding and slogans correctly and consistently at all times.
- 2) Make sure you have permission to reproduce and display content, as well as artwork and graphics, in accordance with applicable Trademark, copyright patent and other laws.
- 3) Follow all regulations governing the accuracy and presentation of advertising and the promotion of your business on the Web.



Mandatory Disclaimers: Office, company, team and individual websites must contain disclaimers on every advertisement and marketing materials. The most updated disclaimers may be found on the [cbcblueprint.com](http://cbcblueprint.com) website in the marketing templates.

Affiliate Disclaimer: Coldwell Banker Commercial and the Coldwell Banker Commercial Logo are registered service marks licensed to Coldwell Banker Commercial Affiliates. Each Office is Independently Owned and Operated.

- 1) Equal Housing Opportunity . Equal Housing Opportunity.
- 2) Each Office Is Independently Owned And Operated.

**When using a logo for advertising, you must use our Company Logo Specifications. These can be found in the Corporate Identity Standards.**

Make sure that you are using the correct Coldwell Banker® Commercial brand identity.

**Equal Housing Opportunity Slogan, Logo and Statement Specifications**



**Multi-Family:** All advertising for the sale, rental or financing of residential/commercial real estate should contain the equal housing slogan, logo or statement. These indicate to the public that the property is available to everyone regardless of race, color, religion, sex, familial status, disability or national origin.

**SLOGAN:**

"Equal Housing Opportunity" The slogan is used in ads under four column inches. The slogan may never be abbreviated to "EHO." Ads fewer than four column inches are not required to use the slogan if they are grouped with other ads under a Publisher's Notice.

**LOGO:**

\*The logo consists of the symbol and the slogan. The symbol may not be used alone.

\*The logo is used in ads of four column inches or more. The logo should be clearly visible and legible. When other logos are used in display ads, the federal regulations suggest that the equal housing opportunity logo be of a size at least equal to the largest of the other logos.

The federal regulations suggest the following guidelines for including the logo in ads of four column inches or more:

Size of Ad	Size of Logo
1/2 page or larger	2 inches by 2 inches
1/8 page to 1/2 page	1 inch by 1 inch
4 column inches to 1/8 page	1/2 inch by 1/2 inch

The above Federal Law also applies to web sites. Please make sure that you abide by this law.

**BROKER PROFILE REQUIRMENTS:**

Each Broker is required to have a professional photo, complete bio and contact information including phone number and email address displayed on the Coldwell Banker Commercial (CBC) National website and also on the CBC Danforth website.

**MARKETING OF LISTINGS POLICIES & PROCEDURES**

**Listing Input and Changes of Listings on CBA are the responsibility of each Broker.** It is the responsibility of each Broker to enter new listings (including detailed comments) into CBA, upload photos and other related materials to CBA and email property photos and other related materials to [adminassistant@cbdanforth.com](mailto:adminassistant@cbdanforth.com). Once listing paperwork is received and listing is added into CBA, CBC Danforth staff will enter the listing into Loopnet/CoStar, CREXi and DASH (this will populate onto the CBCWorldwide and CBCDanforth websites). It is the Broker's responsibility to make sure their listings are current and are accurate on **all** websites including CBA, Loopnet/CoStar, CREXi and [www.cbcworldwide.com](http://www.cbcworldwide.com). Contact CBC Danforth staff with any changes that need to be made on these sites.

Rescissions of canceled listings must be emailed to [adminassistant@cbdanforth.com](mailto:adminassistant@cbdanforth.com) within two days of cancellation. Staff will then cancel the listings on the websites for you.

**Prior to CBC Brokers or staff making changes to the websites, the Seller must sign all status changes. It is imperative that you do this for all changes.**

**CBC Danforth staff can assist with marketing your listings.** CBC Danforth staff can work with you to create a flyer or marketing package for you, using the listing details provided by the Broker. Brokers can also create their own flyers and marketing packages using **Buildout**. Brokers and staff may also create flyers and marketing packages using templates available in **Blueprint**.

**CBA** offers a free email blast for your listings. CBC Danforth staff will send your **CBA** email blasts for you every 4 weeks, unless you notify us otherwise.

For **Loopnet Premium Members**, CBC Danforth staff will use the Prospect List in **Loopnet** to send an email with your listings every 2-4 weeks to members who have searched for properties similar to your listings.

**FOR LISTINGS, NO SIGN SHOULD EVER BE PLACED ON A PROPERTY UNLESS A COPY OF THE LISTING IS IN THE OFFICE.**

### **SOCIAL MEDIA POLICIES & PROCEDURES**

Social Media as used in this policy shall apply to both activities on the Broker's websites (e.g., blogging) and use of third-party social media tools (e.g., Facebook, Twitter, LinkedIn, etc.). Because there already exist hundreds of different Social Media tools which may be utilized by Brokers, and more are constantly being created, the provisions of this policy are to be interpreted generally to apply to the types of interaction the Broker has with the social media service rather than to specific web sites and providers. Notwithstanding anything in this policy, it remains the responsibility of the Broker to comply with the requirements of local, state and federal law and the Code of Ethics of the National Association of REALTORS® and the WA State Commercial Association of Realtors®.

The scope of this policy shall extend to all uses of social media in connection with the real estate business (use in connection with the real estate business would include any use in which the Broker seeks to promote or capture real estate business from consumers or other Brokers). Any conduct which reflects adversely upon Broker or the Brokerage may be reviewed under the terms of this policy.

Whenever identification is required by this policy it shall include the following:

- a. Name/Logo of Brokerage
- b. Name of Broker
- c. Address of the Brokerage office with which the Broker is affiliated
- d. Phone/Fax/E-mail of the Brokerage office
- e. State of licensure
- f. Brokers affiliated with a team may also include the name of that team
- g. Phone/Fax/E-mail of Broker or team responsible for the web site
- h. Any other requirements mandated by state law/regulation

### **Blogging**

1. Broker shall be responsible for compliance with all laws and regulations governing real estate business including fair housing, antitrust and real estate license laws and regulations. Where identification is required, at a minimum the above elements shall be disclosed
2. The Broker shall be responsible for informing the REALTOR® (and obtaining approval) of any blogging site maintained by Broker and shall be provided with information necessary to subscribe to the blog



3. Terms of Use:
  - a. REALTOR® is responsible for establishing the process for governance of the blog by posting terms of use for the blog
    - i. Broker shall create terms of use and allow them to be reviewed by Designated Broker prior to launch of the blog.
    - ii. Broker shall make the terms of use available to REALTOR® upon request.
  - b. The terms of use shall include:
    - i. Users shall abide by any legal requirements related to the use of the blog and the site's terms of use for the blog including specifically its privacy policy. Users shall be responsible for their conduct on site
    - ii. Obtain clear authority from Users to utilize anything the User includes on the site
    - iii. Prohibit the unauthorized use of third party content or the posting of any unlawful or objectionable materials
    - iv. Prohibit the use of the site to harass or stalk anyone
    - v. Prohibiting the posting of content which infringes on the rights of any third party
    - vi. Prohibit the posting of content which expresses a preference based upon an individual's membership in a protected class
    - vii. Provide a take-down policy in the event any such materials are posted to the site
    - viii. Disclaim responsibility for any third party sites linked to through the site
    - ix. Generally disclaim and limit any liability arising from the content of the site whether provided by Broker or a User
    - x. Provide a privacy policy consistent with that used by the Brokerage
4. Broker shall not pay or provide anything of value to another party in consideration of comments placed on the blog. If Broker does allow comments to be posted in return for consideration, the fact that the commenter has received compensation shall be disclosed.
5. Identification:
  - a. Brokers shall identify themselves when establishing a blog in such a way that Users of the blog shall know the Broker's name, their status as a real estate licensee and the name of the Brokerage with which they are affiliated.
  - b. In any posting related to the Brokerage, the Broker shall assure that the Broker's relationship to the Brokerage is clear so as to avoid violation of the FTC rules.
  - c. Brokers shall not participate in the blog of another party without disclosing their identity and the Brokerage with which they are affiliated.
6. Responsibility for Maintenance
  - a. All blogging must be monitored by Broker for false/defamatory/demeaning/degrading comments at least once per week.
  - b. Broker is responsible for removing or clarifying any comment if the Broker knows that it is false or misleading.
7. Broker is responsible for assuring that the content and operation of the blog conform to the standards established in the Code of Ethics
8. REALTOR® must be notified of any offer of compensation to the Agent for real estate related services communicated or established through the blog

### **Use of Third-Party Social Media Sites (Facebook, YouTube, Twitter, etc.)**

There are many providers of social media services in which real estate Brokers may participate. The purpose of this policy is to provide guidelines intended to provide both Brokers and the Brokerage with legal liability risk management and to protect the Brokerage's reputation and good will in the community. Like with blogging, the scope of this policy is intended to relate to use of social media in connection with the real estate business, but regardless of the social media service being used, when related to the real estate business the Broker should observe these guidelines.

Brokers are required to read and be familiar with the policies and requirements of any site on which they participate and to comply with the requirements of that site. In particular, Brokers should know the privacy practices and policies of the sites. Where options are provided, the Broker may select an option which provides a level of protection to Users of



Broker's social media site consistent with the level of protection afforded by the Brokerage at the Brokerage's web site.

Brokers should remain aware that items posted on social media sites may be forwarded or used for purposes other than originally intended. Brokers should be aware of this when making decisions as to what to include on their social media sites. The Broker and the Brokerage should only be represented in the most professional manner at all times and any posting or language deemed inappropriate, unprofessional or dishonest will not be tolerated.

**Posting of Professional Contacts/Qualifications (e.g., LinkedIn)**

1. Broker is responsible for assuring that any listing of qualifications, credentials or training contained on the site is current, accurate and not misleading. Any changes to the foregoing shall be promptly revised on the site.
2. Broker shall not falsely claim association with any person or group.
3. Notwithstanding any provision herein, Broker remains responsible for complying with the license laws and regulations governing the conduct of licensees and all applicable local, state and federal laws.
4. Broker is responsible for assuring that the content conforms to the standards established in the Code of Ethics.

**Posting of text (e.g., Facebook, Twitter, Instagram, etc.)**

1. All text shall be the Broker's own and not plagiarized or copied from another party without that party's permission. This shall not prohibit the use of reasonable quotations from the writings of others or writing for which the Broker has received permission to use or using writings consistent with the practices of the site (e.g., retweeting). No content which infringes the rights of any third party may be used.
2. Broker may write regarding the listings of other licensees within the Brokerage.
3. Broker may (with written permission) write regarding the listings of other Brokerages.
4. Broker shall assure that writings do not contain unauthorized disclosures of confidential information of clients, customers or REALTOR®.
5. Broker is responsible for assuring that the use of the site is consistent with the Code of Ethics, local, state and federal laws and all applicable real estate license laws and regulations, including where necessary identifying Broker.

**Posting of comments to social media pages of others**

1. Any statement regarding the Brokerage shall clearly disclose the Broker's relationship to the Brokerage.
2. The Broker shall disclose his/her status as a real estate professional as a part of any real estate related statement.
3. Broker may not accept compensation for placing a comment on a site.
4. Broker is responsible for assuring that the use of the site is consistent with the Code of Ethics, local, state and federal laws and all applicable real estate license laws and regulations, including where necessary identifying Broker.

**Posting of photos online**

1. Broker is responsible for assuring that that Broker is authorized to use any photo posted to the site (to avoid copyright issues).
2. Broker shall secure permission to post the image of another person on any site.
3. If an image has been materially altered in any way by Broker, the fact that the image is altered shall be disclosed.
4. Broker is responsible for assuring that the use of the site is consistent with the Code of Ethics, local, state and federal laws and all applicable real estate license laws and regulations, including where necessary identifying Broker.

**Posting of audio/video (YouTube)**

1. Broker is responsible for assuring that that Broker is authorized to use any audio/video posted to the site (to avoid copyright issues).
2. Broker shall secure permission to post image of another person on the site.
3. If an image has been altered in any way by Broker, the fact that the image is altered shall be disclosed.
4. Broker is responsible for assuring that the use of the site is consistent with the Code of Ethics and all applicable real estate license laws and regulations, including where necessary identifying Broker.

**[INSURANCE POLICIES & PROCEDURES](#)**



**LEGAL/ E & O INSURANCE:** You must notify Management immediately when you think that one of your transactions may have a legal dispute. Your E & O coverage may not apply if you do not record the complaint at the onset. Do not try to fix the problem prior to discussing the issue with Management.

**E & O INSURANCE LEGAL FEES:** Should there be a legal dispute on one of your transactions, you will be required to deposit your share of the \$10,000 deductible, upon request from the E & O Insurance legal Firm. The deductible shall be shared between the company and the Broker in proportion to the commission split at the time of the closing of the transaction, or if there is no closing, based on the commission split at time the transaction was written. An individual transaction fee may be assessed to Broker to pay Broker’s share of the E & O premium. In the event judgments, award, settlement costs, legal or other expenses exceed coverage provided by E & O Insurance, or in the event coverage is denied by E & O Insurance, the unrecoverable costs shall be shared by the company and the Broker in proportion to the commission split at the time of the closing of the transaction, or if there is no closing, based on the commission split at the time the transaction was written.

**E & O POLICY FOR BUSINESS OPPORTUNITIES:** The E&O insurance policy for Coldwell Banker Commercial Danforth does not cover business opportunity listings or sales. If there is land and/or buildings included in the business opportunity sale, we are covered for the real estate but not the business. For business opportunity listings, it is required that the value of the business be determined by either a CPA or an attorney. For business opportunity sales, it is required that the purchase and sale contract be written by an attorney. Residential Brokers are not allowed to Broker the listing nor sale of business opportunities unless pairing with a CBC Danforth commercial Broker who strictly follows the rules above.

**\*\*READ BELOW IN THE BUYING/SELLING/LEASING YOUR OWN PROPERTY SECTION FOR THE E&O RULES FOR THOSE INSTANCES**

**BROKER OWNED TRANSACTIONS**

**PURCHASING, LEASING OR SELLING YOUR OWN PROPERTY:** If you are purchasing property for your personal account or selling or leasing your own property, Washington State Law states that you must submit a copy to the office for review and state within the contract that “**Seller or Buyer or Lessor/Lessee understands that (Insert Your Name) is a licensed Real Estate Salesperson/Broker and is acting as a Principle in this Agreement for his/her own account**”. Again, you can waive your portion of the market-rate commission, but not the office’s portion.

**Broker as Seller/Lessor:** Indicate on listing agreement that the commission is Zero to the listing office and 2.5% or 3%, etc., to the selling office. At closing, you will owe the minimum fees associated with this type of transaction, which are calculated as the company dollar at your current split (i.e. if you are on a 70/30 split, company will receive the 30% of the regularly due commission even if Broker waives his/her 70% portion.)

**Broker as Buyer/Lessee:** You can use **your portion** of the commission to reduce the purchase price, pay closing costs, or take as a normal commission income but not the office’s portion. (i.e. if you are on a 70/30 split, you cannot use the company’s 30% portion of the commission to reduce price or fees.)

**E & O for SELLING & BUYING PERSONAL PROPERTY:** Brokers are not covered by the company’s E&O policy if representing themselves as principle in any commercial transaction if the ownership exceeds 25%. Our E&O coverage does allow Brokers to complete commercial transactions where the Broker is the principle if that Broker/principle is represented by another commercial Broker within the company.

For residential properties where Broker ownership is 10% or more, the following is required:

1. A Form 17 signed by the seller and acknowledged by the buyer prior to closing.
2. A warranty policy purchased prior to closing (if available).
3. An inspection completed and a copy provided to the buyer prior to closing.
4. NWMLS approved standard sales contract was utilized.

For commercial properties:



*If the ownership is more than 25%, you must have another Broker represent you and cannot represent yourself.*

If the ownership is 25% or less, then you may represent yourself, but the following is required:

1. A Form 17C was signed by the seller and acknowledged by the buyer prior to closing.
2. An inspection was completed and a copy was provided to the buyer prior to closing.
3. CBA approved standard sales contract was utilized.



I acknowledge that I have received a copy of the Policy & Procedure Manual and agree to abide by all items therein.

Accepted by:

\_\_\_\_\_  
Broker Name

\_\_\_\_\_  
Broker Signature

\_\_\_\_\_  
Date