



New Agent Checklist

- **Agent Contact Info**
- **Independent Contractor agreement**
- **Policies and Procedures Manuel**
Acknowledgement
- **Associate Commission Agreement**
- **Copy of BRE License**
- **W-9 Form**
- **Copy of Drivers License**



Agent Contact Info

- Full Name: _____
- Street Address: _____
- City, State, Zip: _____
- Home Phone Number: _____
- Cell Phone Number: _____
- Email: _____
- Emergency Contact Person: _____ Contact Number: _____
- Birth Date: _____
- Social Security Number: _____
- Driver's License # _____ Exp: _____
- RE License # _____ Exp: _____
- License Type: _____
- NMLS# _____ Exp: _____
- Referred By: _____
- How did you hear about us? _____

Signature: _____ Date: _____



ASSOCIATE LICENSEE "AGENT" COMMISSION AGREEMENT

A. Broker Fee:

Alliance Bay Realty / Alliance Bay Funding Inc. will collect Broker Fee of \$695 or 10% whichever less and \$149 for E&O per transaction. Once the broker and E&O fees are collected, agents shall receive 100% of the commission minus CA STATE REQUIRED WORKERS COMP INSURANCE fee.

B. State Required Insurance:

TBT

C. Referral Fees Paid to Agents:

Alliance Bay Realty/Alliance Bay Funding Inc. shall collect a flat broker fee of \$695 or 10% whichever is less from all referrals.

D. Referral Fee for Agents Referring Other Agents to Alliance Bay Realty:

If Associate-Licensees refers other agents to join Alliance Bay Realty, referring Associate-Licensee will paid a bonus of 15% of gross revenue collected by Alliance Bay Realty from the referred agent for as long as they remain as a sales associate with Alliance Bay Realty.

Example: $\$695 \times 15\% = \104

Example 2: $\$500 \times 15 = \75

AL will be paid as an independent contractor, and a 1099 will be issued at the end of the fiscal year.

I, associate-licensee "Agent" by signing bellow, understand and agree to the above terms & compensation plan.

Name: _____

Signature: _____ Date: _____



**INDEPENDENT CONTRACTOR AGREEMENT
(Between Broker and Associate-Licensee)**

This Independent Contractor Agreement ("Agreement"), dated _____ is made between Alliance Bay Funding Inc, d.b.a. Alliance Bay Realty ("Broker") and _____ ("Broker -Associate"). In consideration of the covenants and representations contained in this Agreement, Broker and Associate-Licensee agree as follows:

1. BROKER: Broker represents that Broker is duly licensed as a real estate broker by the State of California, doing business as Alliance Bay Realty Associates. Broker shall keep Broker's license current during the term of this Agreement.

2. ASSOCIATE-LICENSEE: Associate-Licensee represents that he or she is duly licensed by the State of California as a real estate broker, and has not used any other names within the past five years, except. Associate-Licensee shall keep his/her California DRE license current during the terms of this Agreement, including satisfying all applicable continuing education and provisional license requirements.

3. BROKER AND ASSOCIATE-LICENSEE RELATIONSHIP:

3.1. Broker and Associate-Licensee are independent contracting parties and this agreement does not constitute an employment agreement by either party and shall not be construed as a partnership and Broker shall not be liable for any obligation, injury, disability or liability incurred by Associate-Licensee.

3.2. Associate-Licensee assumes and agrees to perform no other activities in association with Broker, except to solicit and obtain listings and sales of property for the parties mutual benefit, and to do so in accordance with law and with the ethical and professional standards as required so that Associate-Licensee commits no act of any type for which the Real Estate Commissioner of the state of California is authorized by section 10176 of the California Business and Professions Code to suspend or to revoke a license.

3.3. Broker shall not limit Associate-Licensee's activities to geographical areas, manner in which services are to be performed, with regard to hours, schedule, inventory, vacation or similar activities, except to the extent required by all applicable laws, policies, and procedures.

3.4. All listings of property, and all agreements, acts or actions for performance of licensed acts, which are taken or performed in connection with this Agreement, shall be taken and performed in the name of Broker. Associate-Licensee agrees and does hereby contribute all right and title to such listings to Broker for the benefit and use of Broker, Associate-Licensee and other Licensees of Broker.

3.5. Associate-Licensee shall have no authority to bind Broker by any promises or representations and Broker shall not be liable for any obligation or liability incurred by Associate-Licensee unless Broker specifically authorized it in writing.

Associate-Licensee's Initials (____)

3.6. The Broker will provide worker's compensation insurance for Broker's own benefit but this fact shall not create an inference of employment and Associate-Licensee shall not be treated as an employee for state and federal tax purposes.

3.7. Associate-Licensee is considered to be an Independent Contractor for tax purposes and will receive IRS 1099 form at the end of each calendar year. The Broker will NOT withhold taxes or Social Security from Associate-Licensee's compensation. Payment of taxes and Social Security contributions are Associate-Licensee's responsibility. Associate-Licensee is also considered an independent contractor for purposes of Unemployment Insurance.

4. BUSINESS EXPENSES: Broker shall not be liable to Associate-Licensee for any expenses incurred by Associate-Licensee or for any of its acts. Associate-Licensee agrees to provide and pay for all necessary professional licenses and dues. Associate-Licensee understands and agrees that Broker shall not provide any office, place of business, supplies, advertisements, marketing materials and that Associate-Licensee is responsible for conducting business at its own costs, if any. Broker shall not be liable to reimburse Associate-Licensee for any expenses.

5. LICENSED ACTIVITY: All listings of property, and all agreements, acts or actions for performance of licensed acts, which are taken or performed in connection with this agreement, shall be taken and performed in the name of the Broker. Associate-Licensee agrees to and does hereby contribute all right and title to such listings to Broker for the benefit and use of broker, Associate-Licensee, and other licensees associated with Broker. Associate-Licensee shall provide and pay for all professional licenses, supplies, services, and other items required in connection with associate-licensee's activities under this agreement, or any listing or transaction, without reimbursement from Broker except as required by law. Associate-Licensee shall work diligently and with his/her best efforts: (i) sell, exchange or lease properties listed with Broker or other cooperating brokers; (ii) solicit additional listings, clients, and customers; and (iii) otherwise promote the business of serving the public in real estate transactions to the end that Broker and Associate-Licensee may derive the greatest benefit possible, in accordance with the law.

Associate-Licensee shall be familiar with, and comply with all applicable laws, policies, and procedures, including, but not limited to anti-discrimination laws and restrictions against the giving or accepting a fee, or other things of value, for the referral of business to title companies, escrow companies, home inspection companies, pest control companies and other settlement service providers pursuant to the California Business and Professions Code and the Real Estate Settlement Procedures Acts (RESPA).

6. COMPENSATION: Compensation shall be charged to the parties who enter into listing or other agreements for services requiring a real estate license. Associate-Licensee may use its own discretion regarding what commission fee to charge its clients for these services. In no event shall Broker be personally liable to Associate-Licensee for Associate-Licensee's share of commissions not collected, nor shall Associate-Licensee be entitled to any advance or payment from Broker upon future commissions, Associate-Licensee's only remuneration being Associate-Licensee's share of the commission paid by the party or parties for whom the service was performed. Nor shall Associate-Licensee be personally liable to Broker for any commission not collected. Associate-Licensee shall be responsible for any previously earned sales commission reimbursement, rebate, or refund that may be ordered by a Court of Law or by a professional Arbitration or Mediation Panel, for any reason. Should broker decide to remove Associate-Licensee from a current transaction, for any reason, broker will either complete the transaction himself or he will appoint a different Associate-Licensee from the company to take over transaction. Upon completion of transaction and receipt of commission from escrow, broker

Associate-Licensee's Initials (_____)

reserves the right to split the commission between Associate-Licensee and the Broker or Associate-Licensee assigned to transaction. This new associate licensee shall be compensated for completing the details of pending transactions and such compensation shall be deducted from the original Associate-Licensee's share of the commission. Broker has full authority to determine the commission to be paid to each associate-licensee or to broker.

6.2. ASSOCIATE-LICENSEE COMPENSATION: Associate-Licensee shall receive a 100% (one hundred percent) of compensation actually collected by Broker, on listings or other agreements for services requiring a real estate license, which are solicited and obtained by Associate-Licensee, and on transactions of which Associate-Licensee's activities, are the procuring cause. This amount shall be payable immediately after all necessary documentation is received concerning these services, except as may otherwise be agreed by Broker and Associate-Licensee before completion of any particular transaction. Associate-Licensee shall not be entitled to any advance payment from Broker upon future compensation.

6.2.1 DUAL TRANSACTIONS: If Associate-Licensee represents both sides of a transaction, the following fee adjustments will apply: The administration and E&O fee will be raised from \$149 to \$298 to cover both transactions. Also, the transaction fee will be raised from \$695 to \$1390 to cover both transactions.

6.2.2 PAYMENT: (i) All compensation collected by Broker and due to Associate-Licensee shall be paid to Associate-Licensee, after deduction of expenses and offsets, immediately or as soon thereafter as practicable, except as otherwise provided in this agreement, or a separate written agreement between broker and Associate-Licensee. (ii) Compensation shall not be paid to Associate-Licensee until both the transaction and file are complete. (iii) Broker is under no obligation to pursue collection of compensation from any person or entity responsible for payment. Associate-Licensee does not have the independent right to pursue collection of compensation for activities which require a real estate license which were done in the name of the Broker: (iv) Expenses which are incurred in the attempt to collect compensation shall be paid by Broker and Associate-Licensee in the same proportion as set forth for the division of compensation. (v) If there is a known or pending claim against Broker or Associate-Licensee on transactions for which Associate-Licensee has not yet been paid, Broker may withhold from compensation due Associate-Licensee on that transaction amounts for which Associate-Licensee could be responsible for under Paragraph titled Indemnity and Hold Harmless, until such claim is resolved. (vi) Associate-Licensee shall not be entitled to any advance payment from Broker upon future compensation.

6.3. RISK-MANAGEMENT FEE: is \$149 (one hundred forty nine) per closed transaction. This fee shall be deducted by Broker from Associate-Licensee's earned gross commission, per transaction site and will be used by the Company to offset the cost of E&O insurance, settlements, judgments, legal fees, costs of claims and litigation and other risk-management costs.

6.4. REFERRAL COMPENSATION: Associate-Licensee may receive a referral fee or some other sort of compensation from another broker. Alliance Bay Realty will charge \$695 flat fee for this activity and no charge for E&O. This item is applicable only when Associate-Licensee is receiving a referral payment from another broker. In order to be paid, you will need to provide our office with the CAR standard form, "Referral Fee Agreement", signed by all parties to the transaction.

Associate-Licensee's Initials (_____)

6.5 COMPENSATION AFTER TERMINATION: Upon termination of this agreement, payments under this section shall cease; provided, however, that so long as Associate-Licensee is not in default of any provision of this Agreement, Associate-Licensee shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Associate-Licensee has not yet been paid. Associate-Licensee authorizes Broker to deduct from any commissions due at termination of this Agreement all financial obligations owed to Broker that are imposed by terms of this Agreement. Furthermore, in the event Associate-Licensee leaves and has transactions pending that require further work normally rendered by the Associate-Licensee, Broker shall make arrangements for Broker or another Licensee in the company to perform the required work, and the Broker or Licensee assigned shall be compensated for completing the details of pending transactions and such compensation shall be deducted from the terminated Associate-Licensee's share of the commission. Broker has full authority to determine the commission to be paid to each Associate-Licensee.

6.5.2 DISPUTE RESOLUTION:

A. Mediation: Mediation is recommended as a method of resolving disputes arising out of this agreement between broker and Associate-Licensee.

B. Arbitration: All disputes or claims between Associate-Licensee and other licensee(s) associated with Broker, or between Associate-Licensee and the Association of Realtors of which all such disputing parties are members for arbitration pursuant to the provisions of its Bylaws, as may be amended from time to time, which are incorporated as part of this Agreement by reference. If the bylaws of the Association do not cover arbitration of the dispute, or if the Association declines jurisdiction over the dispute, then arbitration shall be pursuant to the rules of California law. The Federal Arbitration Act, Title 9, U.S. Code, Section 1, et seq., shall govern this Agreement.

6.5.3 ATTORNEY FEES: In any action, proceeding, or arbitration between Broker and Associate-Licensee arising from or related to this agreement, the prevailing Broker or Associate-Licensee shall be entitled to reasonable attorney fees and costs.

7. PROPRIETARY INFORMATION AND FILES: All files and documents pertaining to listings, leads and transactions are the property of Broker and shall be delivered to Broker by Associate-Licensee immediately upon request or termination of this agreement. Associate-Licensee acknowledges that Broker's method of conducting business is a protected trade secret. Associate Licensee shall not use to his/her own advantage, or the advantage of any other person, business, or entity, except as specifically agreed in writing, either during Associate-Licensee's association with Broker, or thereafter, any information gained for or from the business, or files of Broker.

8. AUTOMOBILE INSURANCE: Associate-Licensee shall maintain automobile insurance coverage for liability and property damage. Broker shall be indemnified and held harmless against any claims or demands resulting from any automobile accident of Associate-Licensee or as a result of Associate-Licensee's default in this paragraph.

9. EARNEST MONEY DEPOSITS: Associate-Licensee acknowledges and understands that Broker does **not** maintain a trust fund and that all earnest money deposits received by clients must be made payable and deposited immediately to escrow and reported to Broker. Associate-Licensee shall not ever receive funds from clients in its personal name nor receive any cash payments from clients. All trust funds shall be handled in compliance with the Business and Professions Code, and other applicable laws.

Associate-Licensee's Initials (_____)

10. FICTITIOUS BUSINESS NAMES AND LOGOS: While affiliated with Broker, Associate-Licensee shall use Broker's name "Alliance Bay Realty" or distinctive logo on signage, stationary, websites, and/or any other marketing materials. Associate-Licensee agrees that Broker retains exclusive rights to the "Alliance Bay Realty" trademark logo and graphics. Associate-Licensee agrees to discontinue the use of the Alliance Bay Realty's trademark logo and graphics immediately upon the termination of this Agreement.

11. ADVERTISING AND SOLICITATIONS: All advertising done by Associate-Licensee must receive prior written approval of Broker. NO TELEPHONE SOLICITATION IS ALLOWED by Associate-Licensee to people who have registered their telephone numbers on a national do-not-call registry. Broker is not liable or responsible for any advertising done by Associate-Licensee on its behalf and Associate-Licensee agrees to hold Broker harmless of any costs, damages, legal or otherwise, specifically arising as a result of Associate-Licensee's failure to comply with this paragraph.

12. LIABILITY: In addition to all other legal or equitable remedies of Broker, Associate-Licensee shall indemnify and hold Broker and its owner(s), affiliates, shareholders, directors, officers agents, employees, successors, and assigns harmless from and against and shall reimburse the same with respect to any and all losses, damages, demands, claims, liabilities, costs, and expenses, including reasonable attorney fees (collectively "Losses"), incurred by reason of or arising out of or in connection with any fraud or misrepresentation of Associate-Licensee, including, but not limited to, Associate-Licensee's misrepresentation of its relationship with Broker to any third party or any action by Associate-Licensee taken or omitted pursuant to this Agreement. Any such claims or costs payable pursuant to this Agreement, are due to paid in full by Associate-Licensee, who hereby agrees to indemnify and hold harmless Broker for all such sums.

13. INJURIES TO ASSOCIATE-LICENSEE: Associate-Licensee acknowledges and agrees that Broker will provide worker's compensation insurance for Broker's own benefit and for Associate-Licensee only (not for Associate-Licensee's employees). It is Associate-Licensee's obligation to obtain appropriate insurance coverage for the benefit of Associate-Licensee and its employees, if any, for any injuries. Associate-Licensee and its employees waive any rights to recovery from Broker for any injuries that Associate-Licensee and/or its employees may sustain while performing services under this Agreement.

14. ASSOCIATE-LICENSEE'S EMPLOYEES: Associate-Licensee's employees, if any, who perform services for Broker under this Agreement shall also be bound by the provision of this Agreement. Associate-Licensee's responsibilities include advising its employees of the terms of this Agreement and supervising their activities to ensure their compliance with all of its terms. At the request of Broker, Associate-Licensee shall provide evidence that such persons are Associate-Licensee's employees and are bound by the provisions of this Agreement.

15. WORKING PLACE: Broker does provide an office space for the Associate-Licensee. Associate-Licensee may work from home, personal office, vehicle or any other places of Associate-Licensee's choice. However, Associate-Licensee is responsible to store all transaction documents in a safe place and be able to present them at the Broker's request within 24 hours. Associate-Licensee must be accessible by phone, fax, e-mail and postal mail, and respond to voicemails within a maximum time frame of 24 hours.

Associate-Licensee's Initials (_____)

16. ACTIVITY REPORTING: Associate-Licensee is required to report all his/her real estate activities to the Broker within 48 hours of their occurrence. Real estate activities include listing agreements, newly opened escrows (accepted purchase agreements), earnest money deposits, cancelled and expired agreements, renewed agreements, referral fee agreements and/or any other business contract or arrangement involving an Associate-Licensee and his/her client. If Associate-Licensee does not report within 48 hours, there will be a reduction in their commission of \$500.

17. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties and there are no promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

17.1 INDEMNITY AND HOLD HARMLESS; NOTICE OF CLAIMS: Regarding any action taken or omitted by Associate-Licensee, or others working through, or on behalf of Associate-Licensee in connection with services rendered or to be rendered pursuant to the Agreement: (i) Associate-Licensee agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, awards, costs and attorney's fees, arising there from and (ii) Associate-Licensee shall immediately notify Broker if Associate-Licensee is served with or becomes aware of a lawsuits or claim regarding any such action. Any such claims or costs payable pursuant to this agreement, are to be paid in full by Associate-Licensee, who hereby agrees to indemnify and hold harmless broker for all such sums. Payment from Associate-Licensee is due at the time Broker makes such payment and can be offset from any compensation due Associate-Licensee as above. Broker retains the authority to settle claims or disputes, whether or not Associate-Licensee consents to such settlement.

18. APPLICABLE LAW: This Agreement is entered into in the County of Alameda California, and shall be governed by the laws of the State of California. Any lawsuit filed which arises out of or relates to this Agreement must be filed in the County of Alameda, State of California.

18.1 TERMINATION OF RELATIONSHIP: Broker or Associate-Licensee may terminate their relationship under this agreement at any time, with or without cause. After termination, Associate-Licensee shall not solicit: (i) prospective or existing clients or customers based upon company generated leads obtained during the time Associate-Licensee was affiliated with Broker; (ii) any principal with existing contractual obligations to Broker; or (iii) any principal with a contractual transactional obligation for which Broker is entitled to be compensated. Even after termination, this Agreement shall govern all disputes and claims between Broker and Associate-Licensee connected with their relationship under this agreement, including obligations and liabilities arising from existing and completed listings, transactions, and services.

19. PROPERTY MANAGEMENT: Property management is not allowed. The conducting of a property management business (soliciting owners and renters, renting, leasing and maintaining properties in expectation of compensation) with the public without the knowledge and permission of the employing broker is in violation of Sections 10130, 10131(b), 10137 and 10145(c) of the Business and Professions Code. This action is subject to real estate license suspension or revocation and/or civil lawsuit.

20. LEASE AGREEMENTS: Associate-Licensee can write lease agreements for their clients, as long as they do not have any ownership interest in the property and it is a residential property. Alliance Bay

Associate-Licensee's Initials (_____)

Realty will take a flat fee of 10% (max to broker is \$250), and Associate-Licensee will receive the remaining 90% on any commission earned. . In order to be paid, you will need to provide our office with the CAR standard form, "Lease Listing Agreement", signed by all parties to the transaction.

21. LOAN MODIFICATION: Associate-Licensee is NOT allowed to help their clients with a loan modification in any way. This includes, but is not limited to:

1. Representing them as your clients with a loan modification company.
2. Calling a loan modification company on their behalf.
3. Referring them to a loan modification company.
4. Getting paid by a loan modification company.
5. Helping them in any way with a loan modification.

Alliance Bay Realty's E&O policy does not cover loan modifications.

22. DEFINITIONS: As used in this agreement, the following terms have the meanings indicate:

(a) "Listing" means an agreement with a property owner or other party to locate a buyer, exchange party, lessee, or other party to a transaction involving real property, a mobile home, or other property or transaction which may be brokered by a real estate licensee, or an agreement with a party to locate or negotiate for any such property or transaction.

(b) "Compensation" means compensation for acts requiring a real estate license, regardless of whether calculated as a percentage of transaction price, flat fee, hourly rate, or in any other manner.

(c) "Transaction" means a sale, exchange, lease or rental of real property, a business opportunity, or a manufactured home, which may lawfully be brokered by a real estate licensee.

23. UNLAWFUL ACTS: Associate-Licensee shall not commit acts for which the Commissioner of the Department of Real Estate of the State of California (DRE), RESPA or HUD are authorized to restrict, suspend or revoke Associate-Licensee's license or impose other discipline, under the California Business and Professions Code Section 101 76 or 10177 or other applicable provisions of State or Federal Law. If Associate-Licensee does commit such an act, Associate-Licensee will forfeit any commissions due on transaction.

Alliance Bay Realty Broker

Associate-Licensee

Dawar Lodin
(name)

(name)

(signature)

(signature)

(date)

(date)

Acknowledgment of Receipt of Office Policy Manual (For Associate to sign and return)

This is to acknowledge that I have received a copy of the Office Policy Manual dated _____20____. I understand that the Office Policy Manual contains important information about the Company's general office policies. I know I am expected to read, understand, and adhere to the Company policies. I understand that, from time to time, the Company may, in its sole and absolute discretion, change any policies, benefits, or practices in the Manual, with or without prior notice.

Initial

Furthermore, I understand that I am an Independent Contractor and that my association with the Company is not for a specified term. I understand that the Office Policy Manual is not an express or implied contract of employment. Accordingly, either I or the Company can terminate our association at will, with or without cause, at any time.

Initial

Furthermore, I acknowledge that the Office Policy Manual contains this Company's Policy Against Harassment. I agree to comply with all aspects of the policy against sexual harassment and other forms of harassment. I understand that if I violate any aspect of the Company's Policy Against Harassment, I may be subject to disciplinary action, including termination.

Initial

My signature below certifies that I have received the Office Policy Manual, the Information Security Plan, and the NAR Fair Housing Handbook, and agree to abide by their provisions during my association with the Company. By signing below, I further certify that the Office Policy Manual supersedes all prior agreements, understandings, and representations concerning my association with the Company.

Associate's Signature: _____ Date:

Print Name:



Here at Alliance Bay Realty we are committed to supporting and assisting our agents each step of the way. Part of that process is using sign marketing, whether for open house, 'For sale' signs, various riders etc.

We are more than willing to provide signage for your use, but recently there has been an issue with the return of those signs back to the office.

In response, we will begin implementing a sign checkout/usage guideline to ensure that signs are available for all agents to use when needed.

The new checkout guidelines are as follows and begin as of today, 5/14/18

- Open house signs must be checked out no earlier than 3 days before your open house. (If you have open house on a Saturday, Wednesday is the earliest you can check out the signs.)
- Open house signs must be returned 2 days after your open house. (If you have open house on a Sunday, signs must be returned by the following Tuesday)
- For Sale signs and all riders must be returned no later than one week after the property closes.

It is the agent's responsibility to pay for the replacement of any signs that are damaged or stolen while in your use.

Any signs that are not returned in the timeframes above, will be subject to the replacement costs below:

Open House Signs: \$100

Riders: \$20

For Sale Signs: \$40

We appreciate your adherence to the new guideline, and if you have any questions feel free to call us in the office.

Name: _____

Signature _____

DO's AND DON'Ts TELEMARKETING REGULATIONS

The Do's and Don't below should give real estate licensees a general understanding of what is required in connection of telemarketing¹. Violation of the rules could result in significant losses. Citations or fines by the government can be up to \$100,000 for each violation or each day of a continuing violation (not to exceed \$1,000,000 for any single act). When using auto-dialers, the monetary penalty shall not be less than \$10,000 nor more than \$100,000 per call. In addition, an injured consumer may file a civil lawsuit in state court for a violation of the rules. A consumer may seek to recover actual monetary loss or \$500 in damages for each violation, and an injunction prohibiting further violations. For violations of auto-dialers rules, the court may also award treble damages if the violator willfully or knowingly violated these rules. The statute of limitation for the violations is 4 years and the consumer may also recover his/her attorney's fees. Lastly, often violations are pursued in civil court as class actions because the volumes of calls made by the licensee is high.

Do-Not Call List

Do: Make sure that the phone number you are calling, or texting is not on the do-not-call registry. The database registry can be accessed at <https://telemarketing.donotcall.gov>. There is a cost for this access. A licensee must also cross-check the do-not-call registry with his/her list of numbers at least once every 31 days and maintain records documenting this process.

Don't: The prohibition is from making 'sales calls to telephones registered on the do-not-call list. If the purpose of the call is to discuss with a FSBO a potential sale of the property to a buyer the agent represents, then the call is not a telephone solicitation, because the licensee is not encouraging the called party to purchase, rent or invest in property.

Do: Calls to registered numbers are allowed when they involve:

- Political calls.
- Charitable calls.
- Debt collection calls.
- Informational calls.

¹ There are several federal and State regulations that pertain to telemarketing. The main rules are set forth in the Telephone Consumer Protection Act of 1991 ("TCPA"). Primarily, the rules prohibit telephone solicitations to people who have registered their residential or cell phone numbers on a national do-not-call registry. There are over 200 million telephone numbers which have been placed in the do-not-call registry. For more questions about the registry see, <https://telemarketing.donotcall.gov/FAQ/FAQBusiness.aspx>.

- Telephone survey calls.

Do: Call from a business that had a contact with the consumer (assume the licensee represented the buyer or seller in a prior transaction) for up to 18 months following the last transaction are allowed. The licensee cannot argue however, that as long as the buyer keeps the house or holds the loan, the relationship continues.

Don't: An established business relationship with a particular company does not extend to affiliated companies unless the consumer would reasonably expect them to be included. There is also no established business relationship if either party previously terminated the relationship. The business relation ends when the transaction ends.

Do: Calls from a business where the consumer made an inquiry or applied (e.g., rent application) are permitted for up to 3 months from the inquiry.

Don't: Do not call the seller of an expired or cancelled listing at their home or cell phone number to solicit real estate business, if that number is listed on the do-not-call registry. Real estate agents should generally avoid using information from the Multiple Listing Service to solicit expired listings, according to the model California MLS Rules, Rule 12.11.

Do: Calls made within a 50-mile radius by either individual businesspersons or small businesses with no more than five full time or part time employees (namely, assistants, receptionist) are permitted. Independent contractors who are real estate licensees are not included in this count. Those calls however, must be within State lines.

Don't: Do not call a potential client who was referred to you whose number is on the do-not-call registry. Ask that person to call you first.

Do: A telephone call made to a place of business is allowed. The do-not-call rules only apply to calls made to residential and wireless telephone numbers. Beware of calling a business which is located within a residence, as that may not be exempt.

Don't: Do not make prohibited calls without a signed written permission. The written agreement must state that a specific caller can contact the specified telephone number. See "Consent For Communications" (C.A.R. Form CFC).

Do: Calls made to people with personal relationship, which means any family member, friend, or acquaintance are allowed. Also, allowed are personal visits to the home, flyers, and letters.

Do: Brokers should have established and implemented written procedures for complying with the do-not-call rules and must train their licensee how to comply with such rules.

Do: Brokers should maintain and record a list of telephone numbers that cannot be contacted and use a process to prevent telephone solicitations to any telephone number on your do-not-call list. If the brokers can show these precautions, then the licensee will not be held liable for calling someone on the do-not-call registry by mistake.

Calls Generally

Don't: Do not disconnect an unanswered telemarketing call before at least 15 seconds or four rings.

Do: When the licensee calls, the licensee must give: (1) his/her name; (2) the company's name; and (3) the telephone number or address where the licensee may be contacted. The telephone number cannot be a 900 number or any other number for which charges exceed local or long-distance charges.

Don't: Do not block caller I.D. The caller I.D. information must include the name and number.

Do: For any residential telephone number who is not on the do-not-call registry but the person requests not to be called, that person's name, if provided, and his/her telephone number must be placed on a company's do-not-call list. Distribute the list every 30 days and maintain it for 5 years.

Automated Calls

Don't: When using auto-dialers (equipment that can generate and dial telephone numbers randomly or sequentially) do not use prerecorded messages to 'mobile' phones without consent. Prerecorded messages must be introduced by a live person and the person called must give their consent to hear the message.

Don't: Use auto-dialed 'text' messages to 'mobile' phones without consent.

Do: Auto-dialed calls to landlines are permitted. But note that landline numbers can be routed to mobile phones and also some consumers provide cell numbers as home numbers.

Do: A consent must be signed by the person called, it must clearly authorize prerecorded or auto-dialed calls to that person, and it must include the authorized telephone numbers. It must also include a clear and conspicuous disclosure that:

“(A) By executing the agreement, such person authorizes the seller to deliver or cause to be delivered to the signatory telemarketing calls using an automatic telephone dialing system or an artificial or prerecorded voice; and

Initial

(B) The person is not required to sign the agreement (directly or indirectly) or agree to enter into such an agreement as a condition of purchasing any property, goods, or services.”

Written consent can be through paper or electronic means, including website forms, a telephone keypress, or a recording of oral consent. Written consent to make prerecorded telephone calls is always required, even for clients with whom the licensee already has an established business relationship.

Do: Auto-dialed pre-recorded calls must also have an “opt-out” mechanism that allows the person receiving the calls to opt out of receiving additional calls immediately. The opt-out mechanism must be announced at the outset of the message and be available through the duration of the call.

Don't: Under the rules, telemarketers using auto-dialers must ensure that they do not abandon more than 3% of all calls made over a 30-day period. A call is considered "abandoned" if it is not connected to a live sales representative within two seconds of the called persons completed greeting.

FAXES

Don't: The federal rules generally prohibit the faxing of advertising materials absent the fax recipient’s prior permission. Moreover, any advertising fax must include an opt-out notice.

E MAIL:

Don't: The federal rules generally regulate commercial e-mail messages. A commercial e-mail message must contain, among other things, a clear and conspicuous identification that the message is an advertisement, an opt-out notice and method for opting out, and a valid physical postal address of the sender. The law also prohibits certain deceptive acts and practices involving e-mails.

I have read and understand the content of the Do Not Call Registry Marketing Rules.

Print Name

Sign

Date

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
or					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 90%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.