



Broker's Policy & Procedures Manual



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INTRODUCTION

Welcome to **OMNI** Homes International LLC!

OMNI Homes International is a company founded in order to create an environment in which agents have all the tools, systems and education needed to build a thriving real estate business. However, our primary goal is to always provide our clients and customers 100% satisfaction. We urge you to work with the greatest care, diligence, honesty, integrity and fairness. Most importantly, our expectation is that you will communicate in the most efficient manner possible with everyone related to or involved in your transactions. Agents are the orchestrator or director of the transaction and effective communication is the key to seamless and successful closings.

OHI expects each and every associate to understand, accept and abide by our company philosophy, policies and procedures. In addition all Associates are required to be in compliance with Tucson Association of Realtors www.tucsonrealtors.org , Multiple Listing Service www.tarmls.com, National Association of Realtors www.realtor.org and Arizona Association of Realtors www.aaronline.com rules and procedures.

At OHI we believe that you should always work towards the satisfaction of the client and towards a referral. If you provide the best service possible you will not only have satisfied clients but sales success.

Never let the pursuit of commission get in the way of professional service to the client!

Along with our clients, customers and vendors we expect our agents to work hand in hand with, not only, ALL agents in our transactions but just as importantly those within our own company in a harmonious manner. Courtesy, respect and cooperation is not the exception in our offices, it is the rule of law

We have provided you with all the tools to help you be successful in your new career. The expectations of professionalism have been established...

YOU ARE THE SECRET INGREDIENT TO YOUR SUCCESS!!

This is a living document and OHI may add to it and change it when appropriate. We hope that you will become well acquainted with this policies and procedures manual, use it as reference and refer to it often.



WORKING OUTSIDE OF YOUR AREA OF EXPERTISE

OHI expects each Associate to work within their area of expertise. Working outside of your expertise is not allowed at OMNI Homes International. All Associates must contact the Designated Broker and or assigns prior to engaging in a transaction outside of your area expertise (as described in the ICA). All transactions out of the Associate's expertise shall be either referred to a qualified Associate or the Associate must share the transaction with a qualified mentor or Associate broker after receiving written approval from the Designated Broker or client.

DEFINITIONS

Definitions of many terms are found in the Real Estate Law Book. In addition to terms defined in A.R.S. § 32-2101, 32-2171, and A.A.C. R4-28- 101, the following terms may appear in this manual which are defined below:

A.A.C. - Arizona Administrative Code (unofficially, the Commissioner's Rules)

AAR - Arizona Association of REALTORS[®]

ADRE - Arizona Department of Real Estate A.R.S. - Arizona Revised Statute

AMA - Arizona Multihousing Association Associate Broker – A licensed broker employed by another broker. Unless otherwise specifically provided, an associate broker has the same license privileges as a salesperson.

AZREEA - Arizona Real Estate Educators Association

Broker – A company's Designated Broker

Company – OMNI Homes International, LLC

D.B.A./dba - Doing Business As: OMNI Homes International



Designated Broker – The natural person who is licensed as a broker under Title 32, Chapter 20, and who is either: designated to act on behalf of an employing real estate, cemetery or membership camping entity, or doing business as a sole proprietor, pursuant to A.R.S. § 32- 2101(A)(21).

Employing Broker - A person who is licensed or is required to be licensed as a broker entity pursuant to A.R.S. § 32-2125 (A) or a sole proprietorship if the sole proprietor is a broker licensed pursuant to Title 32, Chapter 20.

Licensee - A person to whom a license for the current license period has been granted under any provision of Title 32, Chapter 20.

Listing - An employment contract to represent a seller in the marketing of the seller's property.

Buyer Broker Agreement - An employment contract to represent a buyer in the intended purchase of property.

MLS - local multiple listing service

NAR - National Association of REALTORS®

NARPM - National Association of Residential Property Managers®

RESPA - Real Estate Settlement Procedures Act

Sales Associate - A licensed salesperson or associate broker working with the company as either an employee or an independent contractor.

SPDS - Seller's Property Disclosure Statement

SPS – ADRE Substantive Policy Statement

ULI – Urban Land Institute



ADRE REQUIREMENTS

Office Policy Manual

Effective August 6, 2002, Commissioner's Rule R4-28-1103, [click here](#), was adopted that requires an Employing Broker and a Designated Broker to exercise reasonable supervision and control over the activities of brokers, salespersons, and others in the employ of the broker. Reasonable supervision and control includes the establishment and enforcement of written policies, rules, procedures, and systems to:

1. Review and manage transactions requiring a salesperson's or broker's license; and use of disclosure forms and contracts and if a real estate broker, this includes real estate employment agreements under A.R.S. § 32-2151.02, [click here](#).
2. Manage the filing, storing, and maintenance of transaction documents that may have a material effect upon the rights or obligations of a party to a transaction, handling of trust funds, and use of unlicensed assistants by a salesperson or broker.
3. Oversee delegation of authority to others to act on behalf of the broker.
4. Familiarize salespersons and associate brokers with the requirements of federal, state, and local laws relating to the practice of real estate (or the sale of cemetery property or membership camping contracts, if applicable).
5. Review and inspect documents that may have a material effect upon the rights or obligations of a party to a transaction, and advertising and marketing by the employing broker and by all salespersons, associate brokers, and employees of the broker.
6. A Designated Broker shall establish a system for monitoring compliance with statutes, rules and the Employing Broker's policies, procedures and systems.
7. A Designated Broker is responsible for the acts of all associate brokers, salespersons, and other employees acting within the scope of their employment.
8. If an Employing Broker maintains one office, and employs a Designated Broker, no more than one other licensed person, and no more than one unlicensed person, the Employing Broker and Designated Broker are not required to develop and maintain written policies, procedures, and systems as described herein.
9. Licensees are obligated to remain licensed, abide by all laws and rules and abide by the broker's policies and procedures.
10. It shall be the responsibility of the broker, when out of the office for 24-hours or more, or unable to perform normal daily duties, to designate in writing the authority to a licensee under their employ, or to another Designated Broker, to handle the day-to-day operation of the Company. Each designation may not exceed 30 days. See A.R.S. § 32-2127(D), [click here](#).



OMNI Homes International, LLC Philosophy

OMNI Homes International, LLC is an equal opportunity employer. We do not discriminate in our hiring practices of personnel, Associates or in our relationships with Agents from other firms due to race, color, creed, national origin, age, sex, religion, disability, or familial status.

COMPANY POLICIES

ABSENCE / COMPENSATION TO ANOTHER ASSOCIATE

Often, Associates must leave town for business or pleasure. It is the Associate's responsibility to notify the Company of the dates of absence, telephone number where they can be reached, and the Associate's name and phone number designated to handle their real estate affairs.

The Broker or the Company staff should not be expected to, and will not, assume the workload of an absent Associate. The Associate who handles the absentee's work must be compensated with whatever arrangements agreeable to both associates.

In the *absence of a written agreement turned in prior to the Associate's absence*, we have set the following standard compensation plan to be paid by the absent Associate, although this does not preclude a different plan by mutual agreement:

Work Performed Compensation

If the Brokerage has to assign an agent to your transaction a 50% referral fee will be charged and distributed to the assigned agent.

Remember, it is the Associate's responsibility to arrange for another Associate to handle their business while they are gone. If the Broker or office staff is left to do the work there will be a charge of \$100.00 per hour plus 50% of any commission or fee earned from the activity. The minimum charge is \$100.00 for any work done by either the Broker or office staff. Please be responsible and arrange this prior to your absence.

ADVERTISING

This section covers all advertising media, including the Internet; websites, blogs, and social media, and provides information on OMNI's policy and process for all advertising to be reviewed by the Designated Broker.

- Review of advertising for Fair Housing compliance and use of the Fair Housing logo.
- Review of advertising for compliance with federal regulations, i.e. Regulation Z and Truth in Lending laws.
- A salesperson or broker shall ensure that all advertising identifying a specific property must include in a clear and prominent manner the employing broker's legal name or the dba name contained on the employing broker's license certificate. See, R4-28-502, [click here](#).



- Social Media, Internet Activity, Emails and Texts about Property or Real Estate Services Are Advertising: The ADRE Commissioner's Rules specify that the use of an electronic medium, such as the Internet or web site technology that targets Arizona residents with the offering of a property interest or real estate brokerage services pertaining to property located in Arizona also constitutes advertising. A.A.C. R4-28-502(L) (See also, A.R.S. §32-2163(D)). Thus, online advertising and marketing via text and short message services (SMS) are subject to the same rules as print advertising.
- The licensee acknowledges that the use of an electronic medium, such as the Internet or website technology, that targets residents of this state with the offering of a property interest or real estate brokerage services pertaining to property located in this state, constitutes the dissemination of advertising as defined by A.R.S. § 32-2101(A)(2) and is subject to the same Arizona policies and procedures as all other media.
- Agent websites must have the broker's name fixed at the top of every page so it is always clear, even when scrolling, who the employing broker is.

Broker Review before Placement of Advertising

A.A.C. R4-28-502, [click here](#) provides:

- A licensee shall not advertise property in a manner that implies that no salesperson or broker is taking part in the offer for sale, lease, or exchange.
- If registered with ADRE, a licensee may use a derivative of their first or middle name or a nickname that they regularly use for advertising purposes only. Registered nicknames are listed on the ADRE Public Database. A licensee must use their legal name when signing all contracts and legal documents.
- A licensee advertising their own property for sale, lease, or exchange shall disclose the licensee's status as a salesperson or broker, and as the property owner, by placing the words "owner/agent" in the advertisement.
- A licensee shall ensure that all advertising contains accurate claims and representations, and fully states factual material relating to the information advertised. A licensee shall not misrepresent the facts or create misleading impressions.
- As noted above for advertising referring to a specific property and pursuant to R4-28-502, a licensee must ensure that all advertising identifies in a clear and prominent manner the employing broker's legal name or the dba name as contained on the Employing Broker's license record.
 - o Note that the Commissioner's Rule references "employing broker's license certificate." While license certificates are no longer issued by the Department, a licensee may locate and print their certificate from ADRE's Licensee Login Portal, [here](#). Arizona real estate licensees can locate their license record on the Online Public Database, [here](#).
 - o Note that the Arizona Department of Real Estate and Arizona Association of REALTORS® published a Real Estate Advertising Rules & Guidance article that may be a useful reference for Companies when developing policies and procedures, [here](#).
- A licensee who advertises property that is the subject of another person's real estate employment agreement shall display the name of the listing broker in a clear and prominent manner.



- Before placing or erecting a sign giving notice that a specific property is being offered for sale, lease, rent, or exchange, a licensee shall secure the written consent of the property owner, and the sign shall be promptly removed upon request of the property owner.

All advertising must be reviewed by the OMNI Homes International Designated Broker prior to printing. In addition, all advertising must comply with the Truth-in-Lending-Act and the Real Estate Department's Rules and Regulations. Payment for advertising is the responsibility of the Associate.

R4-28-503. Promotional Activities

A. A licensee shall not describe a premium offered at no cost or reduced cost to promote sales or leasing as an "award," or "prize," or use a similar term.

B. A licensee shall clearly disclose to a person in writing the terms, costs, conditions, restrictions, and expiration date of an offer of a premium before the person participates in the offer.

C. Unless otherwise provided by law, a person shall not solicit, sell, or offer to sell an interest in a development by conducting a lottery contest, drawing, or game of chance.

D. A subdivider, time-share developer, or membership camping operator may apply for approval to conduct a lottery, contest, drawing, or game of chance, or award a premium under A.R.S. § 32-2197.17(J), by submitting to the Department the information under A.R.S. §§ 32-2183.01(I), 32-2197.17(J) or 32- 2198.10(D), the applicable fee, if any, and:

- 1. The name, address, telephone number, and fax number, if any, of the subdivider, time-share developer, or operator;
- 2. The legal name of the broker;
- 3. The public report number

AFFILIATED BUSINESS AGREEMENT (ABA) –RESPA

OMNI Homes International has an affiliated business agreement with Pima Premier Title. Associate/Agents are not required to use Pima Premier however, your clients must sign an affiliated business arrangement for all transactions. If Pima Premier is used, both buyer and seller must sign the ABA. The disclosure form can be found in Skyslope.

Consumer Financial Protection Bureau (CFPB) RESPA Information, [click here](#)

SPS No. 2008.06 Preventing Mortgage Fraud through Disclosure, recommends that a licensee who provides a premium, credit, or rebate in a real estate transaction disclose the premium, credit, or rebate to all parties in the transaction, including the lender and third-party service providers, such as appraisers, in the purchase agreement and the closing statement, [click here](#).



AGENCY

“Who does the real estate broker represent in a transaction?”

As an Associate/Agent, it is your responsibility to disclose *all* possible agency relationships to the Client/consumer on your first meeting. This will let the Client/consumer make an informed decision about the proposed transaction. This decision needs to be put in writing in the form of an **Employment Agreement** and an **Agency Disclosure Form**. This form is available in SkySlope and TransactionDesk.

Consent to Limited Representation

Agency is a *consensual* relationship, and the Client’s informed consent must be obtained in writing. With regard to **dual agency**, it is the policy of OMNI Homes International, LLC to allow an Agent to enter into dual Agent transactions. However, disclosure is crucial in this type of agency. When in a dual agency situation, an Agent *must have* an **Agency Disclosure Form** and an **Employment Agreement** signed by all parties to the transaction. If you are not sure whether you are in a dual agency situation, consult your Broker. Consider referring out to another agent instead of doing dual agency.

If the agent is the principal in a transaction, or representing a family member, dual agency, with one agent, is not permitted.

ANNUAL 1099 REPORT

OMNI Homes International will issue a 1099 form to all Independent Contractors who have earned income. A 1099 form will be mailed to your address on file by January 31st. It is the responsibility of the Independent Contractor to report their income from the 1099 on their personal income tax return. The 1099 form will represent the gross amount earned by the Independent Contractor. OMNI Homes International will not withhold or pay any applicable taxes. The Independent Contractor is responsible for paying all federal and State income and Social Security taxes applicable to said income. It is also the responsibility of the Independent Contractor to pay their business expenses.

ANTITRUST

Antitrust Compliance

Antitrust laws seek to promote fair business competition and protect consumers and businesses from anti-competitive conduct. Since a violation of such laws can have dire consequences to the agent and the firm, it is imperative that all agents have a working knowledge of antitrust laws and comply with such laws.

A. Fee Fixing

It is legal for a real estate firm to set a policy for what its agents may or may not charge as a commission/fee. Absent a company policy to the contrary, an agent may set his or her own commission/fee. However, the firm and/or agent must set such fees independently and not in consultation with or in agreement with any other



firm or agent. To agree expressly or tacitly with a competitor on the setting of a commission/fee is a direct violation of federal and state antitrust laws and subjects the violator to both civil and criminal consequences.

B. Boycotting

Neither the firm nor any agent shall act together with another firm or agent to discriminate against any firm or agent. Such prohibited conduct can occur in many ways such as saying bad things to harm the reputation of the other agent or firm, offer different cooperation fees to another firm because that firm conducts business by a different business model, or any other negative action for the purpose of causing harm to the other firm or agent.

C. Affirmative Position

Agents should avoid speaking negatively about any competitor. The agent should gain a comfort level with his/her own commission/fee structure and discuss the advantages a customer gains in dealing with the agent so there is no necessity to disparage a competitor.

D. Education

Agents shall include at least one three-hour class on the subject of antitrust as part of the agent's license renewal requirements.

ASSOCIATE AS PRINCIPAL

In the event an Associate is buying or selling a property, it must be disclosed in the Purchase Contract, that the Associate is a licensed Real Estate Agent. If the Associate does not intend to be the owner/occupant, this must be stated that this property is being purchased for profit or investment and the Associate may be buying said property below market value.

ASSOCIATION OF REALTORS

It is our belief that a strong Association of Realtors is essential to our profession. We encourage our Associates to become involved in activities with *Tucson Association of Realtors* and/or any association they are a member of and continuing education opportunities.

It is imperative that all Associates shall join the *Tucson Association of Realtors* immediately after joining OMNI Homes International, LLC. If the Designated Broker is a member of *Tucson Association of Realtors* and MLS, then all Agents Associated with OMNI Homes International, LLC must also become members of *Tucson Association of Realtors* and MLS.



APPOINTMENTS

It is OMNI Homes International, LLC's policy to maintain our good reputation by having all Associates make and keep appointments.

Prior to showing any listing to a prospective Buyer, place a call to make a showing appointment so that the Seller is prepared.

Once an appointment has been made, it should be kept, or the Seller called with an explanation of why the property was not shown.

ASSISTANTS

OMNI Homes International, LLC follows the ADRE substantive policy statement for unlicensed assistants. Duties that an unlicensed personal assistant may perform under the direct supervision of an Arizona licensee, include, but are not limited to:

- Personal errands for the licensee
- Clerical/administrative tasks including filing, copying, mailing, scanning, answering phones, forwarding calls or transcribing callers' information for licensee
- Using technology as a tool to complete tasks assigned by a licensee, which are not activities otherwise requiring a real estate license
- Preparing marketing materials approved by the Designated Broker
- Delivering documents
- Assist at an open house with a licensee present
- Set or confirm appointments for:
 - A licensee to list or show property
 - A buyer with a loan officer
 - A property inspector to inspect a home
 - A repair/maintenance person to perform repairs/maintenance
 - An appraiser to appraise property
- Transmitting only instructions or information to clients, contractors, inspectors, Check MLS for expired listings, appraisers and maintenance/repair people as completed and dictated by a licensee.
- Unlocking a home for a licensee so that the licensee can show a client the property or preview the property (No discussion about the property).

An Unlicensed Assistant shall **not** perform the following activities:

- Originate documents
- Perform a walk-through inspection or Tenant Vacate Inspection
- Provide advice, pricing, or opinions of value to a consumer



- Provide advice or negotiate with anyone regarding a property or transaction
- Assist in the preparation of documents with a consumer
- Hold/host an open house without a licensee being present
- Collect or offers, attempts or agrees to collect rent for the use of real estate
- Assist or direct in the procuring of prospects calculated to result in the sale, exchange, leasing or renting of real estate pursuant to A.R.S. 32-2101(48)(i) unless exempt under A.R.S. 32-2121(A)(10). Be advised that the exemption in A.R.S. 32-2121(A)(10) is very fact specific and limited in scope.
- Attend closing with a consumer without a licensee being present

If the assistant is unlicensed, the agent must ensure that the assistant is engaging in no real estate activities as set forth in A.R.S. 32- 2101(46).

OMNI Homes International, LLC shall not be responsible for any unlicensed assistant employed by an Associate. If an Associate chooses to utilize an unlicensed assistant, they must be in compliance of TAR, MLS, ADR, Rules and Regulations. As well as any Federal, state and local employment laws.

Licensed Assistants may not work for another Real Estate Brokerage.

AUTHORIZED AND UNAUTHORIZED REAL ESTATE ACTIVITIES

Sales Associates **are not authorized** to participate in these areas of practice without prior approval of the broker:

- Property Management (please refer to Property Management policy and procedures for further information regarding this activity)
- Commercial Properties
- Business Opportunities
- Security
- Mobile Home Sales (unless affixed to real property)
- Timeshares
- Commercial Leases
- Lease Options
- Multiple-Family Residences
- Industrial Property
- Agricultural Land
- Authority in fact or acting on a buyers or sellers behalf
- Assisting with land divisions

Brokerage and licensees are not paid for negotiating loans, unless they meet all of the regulatory requirements.



Sales associates **are authorized** to participate in these areas of practice without prior approval of the broker

- New Construction
- Resale Property
- Un-Subdivided or Subdivided land
- Sales associated with residential property of four or fewer units

AUTOMOBILE / INSURANCE

As per our Independent Contractors Agreement, all Associates must carry full coverage of a minimum \$100,000/\$300,000 policy. OMNI Homes International, LLC is not to be held responsible for any claims filed against the Associate.

CALLS

When the Company receives a call for an Associate, we will forward the call directly to the phone number provided by the associate.

COMMISSION

Commission Advances

It is the policy of this office *not* to make advances on commissions under any circumstances.

Commission Credits

If the associate chooses to credit any commission towards closing costs, home warranty or any reductions in commission this must be in writing and signed by Broker prior to close of escrow.

Commission Payment

In most instances all commission checks will be sent to OMNI Homes International in the name of the agent. Checks will be processed and held until the Skyslope file is complete. Under normal circumstances agents will receive their checks within 24 hours of receipt at the OMNI corporate or branch office. In the event that the Associate owes expenses to the office (whether or not these expenses have been billed to the Associate), the expenses will be deducted from the commission due the Associate. A statement of accounting will be provided.

Commission Rates

There is no "standard" commission among REALTORS in our area. Each associate sets its commissions independently by negotiation with the Seller or with the Buyer.



It is OMNI Homes International, LLC's policy to allow the individual Associate to negotiate his or her commission rate with the Buyer or Seller.

The Associate must bear in mind when negotiating, that the office transaction fee will be payable **in full** upon the successful close of the proposed transaction. This is the minimum amount of commission that an Agent may charge. **This fee must come through escrow.**

Should the Broker discover that an Associate closed a transaction without the minimum office fees coming through escrow, there is a penalty in the amount of twice the amount due and the Broker reserves the right to withhold future commissions payable to the Associate, up to the amount of the office fees and penalties due, or to institute the *Board of Civil Actions* as necessary to collect such fees. If *Board of Civil Actions* is necessary, the Broker may elect to collect the entire amount of commission due on that transaction plus attorney fees.

Minimum Commission Requirements

In the event that an Associate chooses not to receive a commission on a property, instructions to the title company must include a minimum of the transaction fee due to OMNI Homes International.

COMMISSIONS AND LEGAL ACTION

OMNI Homes International, LLC shall have sole discretion as to the legal remedies to be taken in the payment or receipt of commissions; however OMNI Homes International, LLC shall not be bound to take any action at all.

If OMNI Homes International, LLC elects to take legal action, the costs of such action shall be borne by the Associate.

Should OMNI Homes International, LLC be forced to defend a commission dispute, the Associate will bear the cost of legal fees including the initial consultation with an attorney.

CONDUCT / OFFICE PROFESSIONALISM

OMNI Homes International, LLC expects all staff and Associates to conduct themselves in a business-like and professional manner. Sexual harassment and crude behavior will not be tolerated. If you notice or experience such activity report it immediately to the Designated Broker or office manager.



CONTRACTS REQUIRING BROKER ATTENTION

The following contracts must be brought to the Broker's attention before presentation:

- Nominee or assignee when an Associate is a principle
- Other than monetary considerations (i.e., stocks and bonds)
- Owner in junior position
- Subordination clauses
- Wrap around financing

During negotiations on a sale, if a counter offer is in progress and a second contract is submitted, the second contract must be presented to the Seller.

When a nominee is specified on a contract, that party must be a bonafide Buyer. Specific Performance charges may be brought against the original principal in the event the nominee does not perform

OMNI Homes International, LLC strongly discourages wrap-around financing and subordination clauses. If a contract is written using a subordination that puts the Seller in second or third position, the owners must sign a statement explaining the ramifications of such a clause.

COOPERATION

An organization can be very successful when all members are working together. Helping one another when possible, going out of our way to cooperate with each other. We expect cooperation from our Employees and Associates.

DEDUCTIONS/WITHHOLDINGS

Because our Associates are Independent Contractors, OMNI Homes International, LLC will not withhold any taxes nor will we withhold or match Social Security fees from an Associate's commissions.

DISPUTE SETTLEMENTS

Disputes with Associates within our office should first be brought to management. Management will hear all sides and try to help resolve the situation. If a satisfactory resolution is not reached, the Broker will be informed and the broker's decision will be final. If legal advice is sought, the cost will be split evenly between the Associates.

Disputes between Buyer and Seller are also common. Associates should endeavor to move Buyers and Sellers toward a common meeting ground and encourage flexibility, logic and reason. OMNI Homes International, LLC



does not believe that litigation is the way to resolve these disputes. Litigation is costly and time-consuming to all parties and often results in all parties being hurt. If litigation is necessary all costs are borne to the buyer and seller.

Should you receive a notice of any of the following: 1) Client/Customer complaint letter 2) Attorney Letter 3) Production of records subpoena 4) Lawsuit subpoena 5) ADRE or Association of Realtors complaints 6) IRS or AZ Department of Revenue Tax Levy, it must immediately delivered to the Designated Broker. Agents are not to respond to any of these notices without consultation with their sales manager/Designated Broker.

DUTIES TO CLIENTS AND CUSTOMERS

A licensee owes a fiduciary duty to the client and shall protect and promote the client's interests. The licensee shall also deal fairly with all other parties to a transaction.

A: A licensee participating in a real estate transaction shall disclose in writing to all other parties any information the licensee possesses that materially or adversely affects the consideration to be paid by any party to the transaction, including:

1. Any information that the seller or lessor is or may be unable to perform;
2. Any information that the buyer or lessee is, or may be, unable to perform;
3. Any material defect existing in the property being transferred; and
4. The existence of a lien or encumbrance on the property being transferred.

B. A licensee shall expeditiously perform all acts required by the holding of a license. A licensee shall not delay performance, either intentionally or through neglect.

C. A licensee shall not allow a controversy with another licensee to jeopardize, delay, or interfere with the initiation, processing, or finalizing of a transaction on behalf of a client. This prohibition does not obligate a licensee to agree to alter terms of any employment or compensation agreement or to relinquish the right to maintain an action to resolve a controversy.

D. A real estate salesperson or broker shall not act directly or indirectly in a transaction without informing the other parties in the transaction, in writing and before the parties enter any binding agreement, of a present or prospective interest or conflict in the transaction, including that the:

1. Salesperson or broker has a license and is acting as a principal;
2. Purchaser or seller is a member of the salesperson's, broker's, or designated broker's immediate family;
3. Purchaser or seller is the salesperson's or broker's employing broker, or owns or is employed by the salesperson's or broker's employing broker; or
4. Salesperson or broker, or a member of the salesperson's or broker's immediate family, has a financial interest in the transaction other than the salesperson's or broker's receipt of compensation for the real estate services.

E. A salesperson or broker shall not accept compensation from or represent more than one party to a transaction without the prior written consent of all parties.



F. A salesperson or broker shall not accept any compensation, including rebate or other consideration; directly or indirectly for any goods or services provided to a person if the goods or services are related to or result from a real estate transaction, without that person's prior written acknowledgement of the compensation. This prohibition does not apply to compensation paid to a broker by a broker who represents a party in the transaction.

G. The services that a salesperson or broker provides to a client or a customer shall conform to the standards of practice and competence recognized in the professional community for the specific real estate discipline in which the salesperson or broker engages. A salesperson or broker shall not undertake to provide professional services concerning a type of property or service that is outside the salesperson's or broker's field of competence without engaging the assistance of a person who is competent to provide those services; unless the salesperson's or broker's lack of expertise is first disclosed to the client in writing and the client subsequently employs the salesperson or broker.

H. A salesperson or broker shall exercise reasonable care in ensuring that the salesperson or broker obtains information material to a client's interests and relevant to the contemplated transaction and accurately communicates the information to the client. A salesperson or broker is not required to have expertise in subject areas other than those required to obtain salesperson's or broker's license. A salesperson or broker shall take reasonable steps to assist a client in confirming the accuracy of information relevant to the transaction.

I. A salesperson or broker shall not:

1. Permit or facilitate occupancy in a person's real property by a third party without prior written authorization from the person, or;
2. Deliver possession prior to closing unless expressly instructed to do so by the owner of the property or property interest being transferred.

J. A salesperson or broker shall recommend to a client that the client seek appropriate counsel from insurance, legal, tax and accounting professionals regarding the risks of prepossession or post-possession of a property.

DUTY TO DEAL FAIRLY –OBLIGATIONS TO CUSTOMERS IN THE TRANSACTION

Pursuant to A.A.C. R4-28-1101, [click here](#),

A licensee owes a fiduciary duty to the client and shall protect and promote the client's interests.

The licensee shall also deal fairly with all other parties to a transaction.

A. A licensee participating in a real estate transaction shall disclose in writing to all other parties, any information the licensee possesses that materially or adversely affects the consideration to be paid by any party to the transaction, including:

1. Any information that the seller or lessor is or may be unable to perform;
2. Any information that the buyer or lessee is, or may be, unable to perform;
3. Any material defect existing in the property being transferred; and
4. The existence of a lien or encumbrance on the property being transferred.

B. A licensee shall expeditiously perform all acts required by the holding of a license. A licensee shall not



delay performance, either intentionally or through neglect.

C. A licensee shall not allow a controversy with another licensee to jeopardize, delay, or interfere with the initiation, processing, or financing of a transaction on behalf of a client. This prohibition does not obligate a licensee to agree to alter the terms of any employment or compensation agreement or to relinquish the right to maintain an action to resolve a controversy.

D. A licensee shall not act directly or indirectly in a transaction without informing the other parties in the transaction, in writing and before the parties enter any binding agreement, of a present or prospective interest or conflict in the transaction, including that the:

1. Sales Associate has a license and is acting as a principal;
2. Purchaser or seller is a member of the salesperson's, broker's, or designated broker's immediate family;
3. Purchaser or seller is the salesperson's or broker's employing broker, or owns or is employed by the salesperson's or broker's employing broker; or
4. Salesperson or broker, or a member of the salesperson's or brokers immediate family, has a financial interest in the transaction other than the salesperson's or broker's receipt of compensation for the real estate services.

E. A licensee shall not accept compensation from or represent more than one party to a transaction without the prior written consent of all parties.

F. A licensee shall not accept any compensation, including rebate or other consideration, directly or indirectly, for any goods or services provided to a person if the goods or services are related to or result from a real estate transaction, without that person's prior written acknowledgement of the compensation.

G. The services that a licensee provides a client or a customer shall conform to the standards of practice and competence recognized in the professional community for the specific real estate discipline in which the salesperson or broker engages.

H. A licensee shall not undertake to provide professional services concerning a type of property or service that is outside of the licensee's field of competence without engaging the assistance of a person who is competent to provide those services, unless the licensee's lack of expertise is first disclosed to the client in writing and the client subsequently employs the licensee.

I. A licensee shall exercise reasonable care in ensuring that the licensee obtains information material to a client's interests and relevant to the contemplated transaction and accurately communicates the information to the client. A licensee is not required to have expertise in subject areas other than those required to obtain the salesperson's or broker's license.

J. A licensee shall take reasonable steps to assist a client in confirming the accuracy of information relevant to the transaction.

K. A licensee shall not:

1. Permit or facilitate occupancy in a person's real property by a third party without prior written authorization from the person; or
2. Deliver possession prior to closing unless expressly instructed to do so by the owner of the property or



property interest being transferred.

L. A licensee shall recommend to a client that the client seek appropriate counsel from insurance, legal, tax, and accounting professionals regarding the risks of pre-possession or post-possession of a property.

Pursuant to A.A.C. R4-28-802, [click here](#),

- Upon execution of any transaction document a licensee shall, as soon as practical, deliver a legible copy of the signed document and final agreement to each party signing the document.
- During the term of a listing agreement, a licensee shall promptly submit to the licensee's client all offers, whether verbal or in writing, to purchase or lease the listed property.
- Upon receiving permission from the seller or lessor, the licensee acting on behalf of the seller or lessor may disclose to all offerors or their agents the existence and terms of all additional offers on the listed property.
- The licensee shall submit to the client all offers made prior to closing and is not released from this duty by the client's acceptance of an offer unless the client instructs the licensee in writing to cease submitting offers or unless otherwise provided in the listing agreement, lease, or purchase contract. The licensee may voluntarily submit offers to the seller or lessor regardless of any limitations contained in the listing agreement and may submit offers after the listing agreement is terminated.

EARNEST MONEY CHECKS

When an Associate receives a check as an earnest money deposit, the check is to be made out to a title company and immediately deposited with that title company upon acceptance of the contract by all parties.

EDUCATION

OMNI Homes International, LLC requires all Associates to keep their licenses active by completing all necessary continuing education courses.

OMNI Homes International, LLC strongly recommends that all Associates acquire as much continuing education as possible. Some of the different resources for continuing education are:

Real estate schools
Real estate seminars
REALTORS Institutes
Tucson Association of REALTORS meeting
State and National Association conventions
Books, magazines, and other periodicals
University courses



It is in the best interest of the OMNI Homes International, LLC and the individual Associate to be as knowledgeable as possible in all aspects of real estate. Knowledge and experience will help eliminate most problems before they occur. Invest in education. Knowledge is the best return on your investment!

All Associates are encouraged to attend OMNI's Immersion program.

ERRORS AND OMISSION INSURANCE

The Errors and Omissions Insurance Carrier shall be chosen at Broker's discretion. Associates shall immediately notify Broker of any circumstances likely to give rise to any kind of claim against the Associate and/or the Broker.

EXPENSES

OMNI Homes International, LLC will provide the following:

- Office Workspaces
- Private conference rooms
- Access to Internet
- Copy Machine
- Fax Machine
- CINC CRM and Agent Website
- Skyslope

The Associate will provide the following:

- Association of REALTORS Dues (including MLS & Supra-keypad)
- Listing and Open House Signs
- Business Cards
- Color Copies
- Advertising
- Automobile expenses
- Health Insurance
- Social Security
- Taxes
- Postage
- Any other expense incurred not specifically shown above as being provided by OMNI Homes International



Each month a bill will be sent via email to Associates upon request for their office fees, E&O Insurance and miscellaneous charges. The Associate is expected to make payment to the company within 5 calendar days of receipt. There will be a \$25.00 late fee for any payments received after the 5th.

FHA / VA BIDS

All Associates working with REO, FHA, VA, Foreclosure, Pre-foreclosure, and Short Sale bids will become knowledgeable in bidding policies and procedures. All related documents shall be treated as any other contract.

FILING/STORAGE/MAINTENANCE OF DOCUMENTS

All transaction related documents are posted and stored on the OMNI Homes International electronic filing system location at www.skyslope.com. OMNI Homes International, LLC and all associates shall retain all documentation for a minimum of five years after the close of escrow.

FORMS

It is the Company policy to use only AAR approved REALTOR forms or forms approved by the Company attorney. We have also designed and printed certain forms to enhance interoffice communication. Please learn how to use these forms. They help the Company staff organize the information and also create a permanent, written record.

INDEPENDENT CONTRACTOR STATUS

Our Associates are considered Independent Contractors. As such, the Associates have (or will sign) an agreement that allows them use of the facilities in the office, Broker assistance, advertising under the Broker's license, and considerations specified in that agreement. (This policy manual is considered an addendum to the Associate's agreement.)

INTEGRITY

The positive reputation of an agent or brokerage is paramount to the ongoing success and longevity of a business. There is no other single attribute of a person or a business that can have such an impact on success or failure. We believe that every action taken must be performed with truth and honesty. We expect our Employees and our Associates to be honest, truthful and ethical in every aspect of their work.



LISTINGS

All executed listing agreements must be submitted to Skyslope within 48 hours.

All executed listings will be taken in OMNI Homes International LLC's name and are subject to Broker review. The Associate must follow MLS rules in placing the listing information in the MLS computer within the 48 hour time period. All appropriate paperwork will be turned into the office within this 48 time frame.

The following documents must be submitted to Skyslope:

- MLS Agent Detail
- CRS/Property Detail
- Property Verification
- Residential Listing Agreement (Exclusive Right to Sell)
- Residential Profile Sheet
- Agency Disclosure
- Affiliated Business Disclosure
- Wire Fraud
- Market Conditions
- MLS Entry Deferral Authorization (if applicable)
- HOA Addendum (if applicable)
- Lead-based Paint Disclosure (if applicable)

NOTIFICATION OF MLS STATUS CHANGES AND SOLD PROPERTIES

The Associate is responsible to change the status of the listing in MLS immediately.

OFFERS

Presenting Offers- All offers must be presented unless sellers have given written authorization stating otherwise. When presenting an offer to a listing agent, you must first contact the listing agent to determine the desired mode of presentation; either fax, email or hand delivery to the agent/broker. Ensure you have retained a copy for your records.

Multiple Offers- All multiple offers shall be presented to the seller in the order in which they were received. Any offers that are rejected shall be initiated on line 392 and submitted to the office following the rejected offer protocol.

Rejected Offers- All rejected offers shall be submitted to the office within 48 hours with "REJECTED" boldly written across the first page of the offer. All rejected offers shall be emailed to OMNI@skyslope.com.



OFFICE / HOUSEKEEPING

Clients and Customers develop their first impression from the appearance of our office. For this reason, we require that all Associates of the firm assist in keeping the office neat and clean. This includes reception areas, conference room, desks, file cabinets, computer room and parking lot.

OFFICE STAFF

The office staff is a vital part of this firm. They will assist an Associate as much as possible. However, they should not be expected to do work for the Associate. Remember, their job is to ensure the smooth and efficient administration of the business, not to cater to the wishes of the Associates.

Associates are welcome to use all of the Company supplied facilities on first come, first serve basis with the following priority given:

Associates with Clients **in the office** will be given first priority of company desks, phones, and computers. Other Associates may be asked to be accommodating in this situation.

Bear in mind that the Broker is very sensitive to the Associate's needs. If you feel that there is a shortage of something you need, talk to your Designated Broker or the office staff.

PERSONAL PURCHASES AND SALES

When an Associate buys or sells real estate to, or for, a family member, the license status must be disclosed in all contracts and discussions. This is also in effect on any Agent-owned property. Agents who are selling their own homes must provide a home warranty. Transaction fees to the office on these transactions will be at the normal rate.

PRE-POSSESSION AND POST-POSSESSION

(OMNI Homes International Strongly Discourages Pre and Post Possession Agreements)

All pre and post-possession agreements must be in writing. Use the most current edition of either the agreement to occupy prior to close of escrow or the agreement for seller to occupy after close of escrow addendums using the most current edition of these forms

Agents shall turn in a signed cancellation notice to the office within 48 hours and all pertinent documents regarding a transaction. If the agent is representing the seller, this notice and all additional paperwork should be delivered to the office prior to changing status within the MLS.

When obtaining mutual cancellation, all parties must sign all notices with copies delivered to the buyer, seller, escrow/title company, listing agent, buyer agent and lender.



PROFESSIONAL COMPETENCE

We should never undertake an assignment for a Client or Customer unless we have the training and experience to perform the expected duties. Our philosophy is that continuing education is a requirement by the state but achieving the minimum CE education is just the beginning for achieving the level of education required to be a professional real estate agent. Attending CE classes, seminars and industry specific conferences is an investment in learning that will help you achieve more efficient methods of providing service and will enhance not only the reputation of OMNI Homes International, but also your own. We expect our Employees and Associates to continue developing their skills.

Occasionally, even the most competent professionals make mistakes. Therefore, it is our belief that when an error is made, admitting to your error and going through the proper steps to make amends and satisfy the client is the right thing to do.

PROFESSIONAL ETHICS

The *Code of Ethics of the National Association of REALTORS* is a guide for our agents to follow in the way we do business. The laws of Arizona are clear regarding our obligations to our Clients and Customers. Our Employees and Associates must observe the law and abide by the *Code of Ethics*. If you do not have a copy of the Code of Ethics we will provide you with one.

This is the OHI business philosophy, we place a high priority on ethics, honesty and integrity. We do not vary from these principles under any circumstances and we expect the same of our Employees and our Associates.

REFERRAL FEES

Referral fees will be paid only to a licensed real estate broker. There will be a \$25.00 processing fee for all referral checks.

SALES CONTRACTS

All sales contracts should be reviewed for completion before submitting to the Brokerage.

All executed contracts must be submitted to Skyslope within 48 hours.

The following are to be included, but not limited to, in the sales contract:

- MLS Agent Detail
- CRS/Property Detail
- Property Verification



- Residential Purchase Contract
- Counter Offer(s) (if applicable)
- Loan Prequalification
- Wire Fraud
- Addendum(s) (if applicable)
- HOA Addendum (if applicable)
- On-Site Wastewater Addendum (if applicable)
- Earnest Money Receipt
- Preliminary Title Report
- MLS Agent Detail - Active Contingent
- Buyers Advisory
- Agency Disclosure
- Affiliated Business Disclosure
- Consent to Dual Agency (if applicable)
- Lead-based Paint Disclosure (if applicable)
- Airport Disclosure (if applicable)
- Mold Disclosure
- Market Conditions
- Seller Property Disclosure Statement
- CLUE(Letter of Experience)
- Affidavit of Disclosure (if applicable)
- Home Inspection Report
- Termite Report
- Buyer Inspection Notice and Seller Response (BINSR)
- Septic Certification (if applicable)
- Pre-Closing Buyer Walkthrough
- MLS Agent Detail - Sold
- Commission Instructions

SERVICE

Our Clients and Customers have a right to expect outstanding service. We are not paid for our time, but for the service we provide. If we expect to be well paid, we must provide the highest level of service available. We expect our Employees and our Associates to provide excellent service in all aspects of their business.



SIGNATURE REQUIREMENTS

The following are documents that must be signed by the Broker or authorized branch manager, not the Associate:

- Commission Instructions (DA, or Distribution Authorization Form)
- Commission Credits to the Client
- MLS Status Form Cancellation

SIGNS / LOCK BOXES

Each Associate is responsible for his/her own lock boxes on listings. It is highly recommended that all listings have a lock box installed. This will greatly increase the number of showings.

Associates must purchase his/her own For Sale signs with Agent's personal number on them at his/her own expense within a reasonable amount of time. All signs need to be in compliance with OMNI Homes International logo. All For Sale and Open House signs need to be approved by the broker.

It is OMNI Homes International, LLC's policy that all signs and lock boxes be removed from the property immediately upon the listing expiring, closing escrow, or being withdrawn from the market.

No sign or lock box is to be installed on any property, including Owner/Agent property, until a completed listing agreement is turned in to the office.

SMOKING

Our office has established a "no smoking" policy for the comfort of our Staff and Clients. If you smoke, please do so outside the building. Do not litter the area. We request the Staff and Associates that do smoke to be sensitive to the discomfort that smoking often causes non-smokers. Whenever possible, please refrain from smoking near them. It is Arizona state law that you may not smoke within 25 feet of any building. (Smoke Free AZ Act ARS 36.601.01)

SOCIAL MEDIA POLICY

At OMNI Homes International, LLC we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media. This policy applies to all associates who work for OMNI Homes International, LLC.



In the rapidly expanding world of electronic communication, *social media* can mean many things. *Social media* includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether or not associated or affiliated with OMNI Homes International, LLC, as well as any other form of electronic communication.

The same principles and guidelines found in OMNI Homes International, LLC, policies and basic beliefs apply to your activities online. Ultimately, you are responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects the OMNI Homes International, LLC reputation may result in being severed from OMNI.

Carefully read the ADRE policy for advertising. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to being severed from OMNI.

If you are posting anything real estate related on any social media platform, your profile must include that you are a REALTOR with OMNI Homes International, LLC. OMNI is always to be all capital letters, not omni or Omni.

Always be fair and courteous to fellow OHI associates, clients, customers, and members of other brokerages. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with another agent or contacting the Designated Broker if there is an issue with another brokerage than by posting complaints to a social media outlet.

Associates should not speak to the media on [Employer's] behalf without contacting the Corporate Affairs Department. All media inquiries should be directed to them.

STATE LICENSING REQUIREMENTS

All Associates must meet state requirements. Proof of Renewal must be submitted to the OMNI Homes International, LLC by the Associate prior to renewal. All licenses will be available for inspection in the office at all times.

TEAMS

Although not officially recognized entities in Arizona real estate law, Teams are impacted through statutes and rules that address activities within a real estate brokerage. "Team" is not a defined term under Arizona law. A Team refers to an established business relationship of more than one Arizona real estate licensee, all of whom must be licensed with the same Arizona licensed real estate brokerage.



The Employing Broker is responsible for the supervision of Team activity of salespersons, Associate Brokers or others under the broker's employ and shall exercise reasonable supervision and control over the activities for which a license is required, A.R.S. § 32- 2153(A)(21). A real estate licensee that is a member of a Team may employ an unlicensed assistant to conduct limited activity that does not require a real estate license, to perform clerical, bookkeeping, accounting and other administrative and support duties. A person who performs acts that require a license, without being licensed is guilty of a class 5 felony, A.R.S. § 32-2165(B).

Advertising

The same advertising rules apply to a Team as apply to individual licensees. All advertising must clearly and prominently display the legal name of the Employing Broker, or the "doing- business as" (or "DBA") name as licensed with the Department, A.A.C. R4-28-502(E). *It should be clear that the Team is not an independent entity, but is working under the auspices of the Employing Broker.* An unlicensed person who acts as a broker or salesperson or who advertises in a manner that indicates that the person is licensed as a broker or salesperson, without being licensed is guilty of a class 6 felony, A.R.S. § 32-2165(A). A licensee must disclose their status as a licensee when selling, leasing, or exchanging their own property, and by placing the words "owner/agent" in any advertisement, A.A.C. R4-28-502.

Branch Office and Signage

Team names cannot be used on branch office signage. Branch office signage shall conform only to the provisions of the principal office, and shall include only the name of the brokerage as licensed with the Department, A.R.S. §§ 32-2127(B), 32-2126. Each branch office shall affix a sign at the entrance to the Brokerage office, in a place and position clearly visible to all entering the place of business, with the name of the Employing Broker, or the DBA name (if any), and the name of the Designated Broker, and shall include the designation "Branch Office". An additional license is required for each branch office. Each Brokerage branch office must be under the management of a licensed broker or salesperson delegated in writing by the Designated Broker, A.R.S. § 32-2127(C). A Designated Broker may authorize in writing an Associate Broker, who the Designated Broker employs, to review and initial real estate documents on the Designated Broker's behalf, without releasing the Designated Broker from any responsibility, A.R.S. § 32-2151.01(G).

Compensation

Each licensee shall accept employment and compensation only from the legally licensed broker to whom the licensee is licensed or employer other than the legally licensed broker as described in A.R.S. § 32-2155(A)(2); A.R.S. § 32-2153(A)(7). Each licensed member of a Team must receive their compensation directly from the Employing Broker or employer other than the legally licensed broker as described in A.R.S. § 32-2155(A)(2).



A.R.S. § 32-2155(A). Restriction on employment or compensation of person as broker or salesperson

A. A broker shall employ and pay only active licensees, and a licensee shall accept employment and compensation as a licensee only from either or both of the following:

1. The legally licensed broker to whom the licensee is licensed.
2. An employer other than the legally licensed broker as described in Paragraph 1 of this Subsection if the all of the following apply:
 - a. The Employer holds a license.
 - b. The Licensee is the Employer's Employee and receives a federal form W-2 Wage and Tax Statement.
 - c. The Employer has the same Employing Broker as the Licensee.
 - d. The Employer obtains written permission from the Employing Broker to pay the Licensee.

Unless otherwise and explicitly permitted by statute, the broker cannot pay the Team leader, PC, or PLLC, and have the Team leader distribute payment to licensed individuals, unless the licensed persons are an employee, officer or partner of the corporate entity. An unlicensed person cannot be compensated on any basis that relies on the ultimate sale or closing of a property, A.R.S. §§ 32-2122(D), 32-2101(16), A.A.C. R4-28-306

UNREPRESENTED BUYER POLICY

If a buyer, after being advised to have their own representation, decides to be unrepresented, the agent must receive a letter of intent from the buyer with terms they wish to offer (this can be an email). Line 458 of the purchase contract should say "Unrepresented". The agent should also write in the purchase contract and in the "Other" in Section 1f for Addenda Incorporated of the Residential Purchase Contract must be checked and these documents included:

1. OMNI Unrepresented Buyer Disclosure
2. Letter of intent for offer (needed in writing)

The Agent must not advise the buyer in any way in order to not imply agency.

WORKER'S COMPENSATION

OMNI Homes International, LLC does not provide Workers Compensation Insurance. Associates who want this coverage will provide their own disability insurance.

WEAPONS POLICY

No weapons are allowed at any of the OMNI offices at any time.



WHOLESALE POLICY

Associates must receive Broker approval prior to working in any wholesale capacity.

Pursuant to A.R.S. § 44-5101, wholesale buyers must disclose in writing to the seller that the buyer is a wholesale buyer. Similarly, a wholesale seller must disclose in writing to the buyer that the seller is a wholesale seller that holds an equitable interest in the property and may not be able to convey title to the property.

Prohibition of Equitable Interest Listings:

OMNI Homes International strictly prohibits all agents, associate brokers, and representatives from marketing, advertising, or placing into the Multiple Listing Service (MLS) any property in which an equitable interest is held (including but not limited to wholesale contracts, options to purchase, or assignments of interest).

Only properties in which the client holds legal title, or for which the agent has a duly executed and valid listing agreement with the legal owner of record, may be advertised, marketed, or submitted to the MLS under OMNI Homes International.

Violation of this policy may result in disciplinary action up to and including termination of association with OMNI Homes International, in addition to potential reporting to the Arizona Department of Real Estate and the local MLS for compliance enforcement.