POLICY & PROCEDURES MANUAL

Version 4.1 — Effective November 4, 2026

This manual supersedes Version 4.0 (October 19, 2026). All affiliated agents are responsible for complying with every policy in it.

TABLE OF CONTENTS

Sections

- Section I: Introduction & Company Overview
- Section II: Legal & Regulatory Compliance
- Section III: Office Operations
- Section IV: Independent Contractor Relationship
- Section V: Compensation Structure
- Section VI: Listing Policies
- Section VII: Buyer Representation
- Section VIII: Transaction Management
- Section IX: Marketing & Advertising — incl. Stellar MLS: Rules & Fines
- Section X: Artificial Intelligence & Technology Use
- Section XI: Lead Management & CRM
- Section XII: Professional Standards
- Section XIII: Training & Development
- Section XIV: Performance Expectations
- Section XV: Personal Assistants & Support Staff
- Section XVI: Safety & Risk Management
- Section XVII: Administrative Policies
- Section XVIII: Disputes & Internal Dispute Resolution
- Section XIX: Forms & Templates
- Section XX: Appendices & Reference

Appendices

- Appendix A: Sinkhole Reference Guide
- Appendix B: Document Review Quick Reference
- Appendix D: Buyer Compensation Disclosure Checklist
- Appendix E: Zillow Preferred Standards Summary
- Appendix F: Stellar MLS — Rules and Our Office Procedures
- Appendix G: TVHT & Developer Transaction Reference
- Appendix H: Hurricane & Emergency Preparedness
- Appendix I: Common Contract Errors Checklist
- Appendix J: New Agent First 90 Days Checklist
- Appendix K: Mentor Program Agreement Template
- Appendix L: Floor Time Reference
- Appendix M: Listing Photography Program — Agent Acknowledgment
- Appendix N: Listing Agreement Termination — Conditional vs. Unconditional Reference

SECTION I: INTRODUCTION & COMPANY OVERVIEW

Welcome to Berkshire Hathaway HomeServices Florida Showcase Properties

Welcome to our firm. Whether you're joining us as a new agent or reviewing this manual as part of your ongoing professional development, this document represents our commitment to clarity, professionalism, and excellence in real estate practice.

This Policy & Procedures Manual serves as your comprehensive guide to how we operate, what we expect, and how we support your success. It answers the questions you'll have as you build your business with us, and it provides the framework within which we all work together to serve our clients at the highest level.

How to Use This Manual

This is a living document. Real estate is a dynamic industry, and our policies evolve to meet changing market conditions, legal requirements, and operational needs. This manual will be updated periodically, and you'll be notified of significant changes.

This is your reference guide. You're not expected to memorize every policy, but you are expected to:

- Read through the entire manual within your first two weeks
- Refer back to it when questions arise
- Follow the policies and procedures outlined here
- Ask your broker when you need clarification

How this manual is organized:

- Each section covers a specific area of our business operations
- Policies are stated clearly and directly
- Procedures include step-by-step guidance where applicable
- The rationale behind policies is explained (the "why" matters as much as the "what")
- Cross-references point you to related sections when needed

Finding what you need: Use the table of contents or search function to quickly locate specific topics. If you can't find what you're looking for, ask your broker.

When policies conflict with law: If you ever encounter a situation where a company policy appears to conflict with Florida real estate law, MLS rules, or the REALTOR® Code of Ethics, the law takes precedence. Notify your broker immediately so we can update the manual.

Company Philosophy: Service as the Product

We don't sell houses. We sell service.

This distinction is fundamental to everything we do. Houses sell themselves when priced correctly and marketed properly. What we bring to the transaction — what clients pay us for — is our expertise, our communication, our problem-solving, and our unwavering commitment to protecting their interests.

Our Core Values

Integrity No other attribute matters more. Every action must be taken with honesty. Every word must be truthful. If you must ask yourself whether something is acceptable, it probably isn't. We expect integrity from every member of this firm — no exceptions, no compromises.

Service Excellence Our clients have the right to expect outstanding service. We are not paid for our time; we are paid for the value we deliver. If we expect to be well compensated, we must provide the highest level of service available in our market. Service is what generates referrals, builds reputation, and creates sustainable income.

Professional Competence We never undertake an assignment unless we have the training and experience to do the job well. Continuing education is not optional — it's essential. The only way to maintain our reputation and serve our clients properly is to constantly improve our skills and knowledge.

Hard Work Success in real estate requires consistent effort. There's no shortcut. No organization prospers unless each member of the team brings their best effort every day. We expect hard work from every agent and staff member.

Cooperation We succeed together or struggle separately. A firm achieves greatness when everyone works toward common goals. Helping one another when possible brings harmony and prosperity to all. We expect cooperation within our firm and with other professionals in our market.

Accountability When we make mistakes — and we all do — we own them and make them right. Our clients must be satisfied with their experience, or we won't earn repeat business or referrals. If you damage a client through negligence or error, you're accountable for making it right.

The Berkshire Hathaway HomeServices Brand We operate under one of the most respected names in business. The BHHS brand represents trust, competence, and stability. When clients choose to work with us, they're not just hiring an individual agent — they're hiring the entire brokerage: broker support, administrative systems, marketing resources, and brand reputation. We leverage this advantage in every client interaction.

Company History & Background

Berkshire Hathaway HomeServices Florida Showcase Properties was founded in 1992 in a one-room office in what was then the Citrus Hills Welcome Center — the same building where our main office operates today. We started as The Village Real Estate Company, focused exclusively on serving the growing Citrus Hills community.

Evolution of Our Firm:

- **1992:** Founded as The Village Real Estate Company
- **Early 2000s:** Became a Prudential Real Estate franchise, adopting the name Prudential Florida Showcase Properties
- **May 2017:** Joined the Berkshire Hathaway HomeServices network, becoming BHHS Florida Showcase Properties
- **2017–Present:** Maintained market leadership in Citrus Hills while expanding our reach throughout Citrus County

Our Market Position: We have been the dominant resale brokerage in Citrus Hills for nearly three decades. Our deep knowledge of this community, combined with our exclusive developer relationships in Terra Vista and Brentwood, gives our agents unmatched access to buyers and sellers in these communities.

While Citrus Hills remains our core strength, we serve all of Citrus County. Our affiliation with Berkshire Hathaway HomeServices extends our reach to out-of-county and out-of-state luxury buyers who recognize and trust the BHHS brand.

What Sets Us Apart:

- **Local expertise:** 30+ years of Citrus Hills specialization
- **Developer relationships:** Exclusive access to Terra Vista and Brentwood resale customers
- **Brand power:** BHHS credibility attracts serious buyers and sellers
- **Technology investment:** Follow Up Boss, BoldTrail, BoldTrail Back Office, and more
- **Lead programs:** Zillow Preferred, Zillow Seller Leads, Realtor.com, Terra Vista Home Team
- **Support structure:** Broker coaching, administrative support, training programs

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About Your Broker

Mark Casper has served as the Managing Broker and Qualifying Broker for BHHS Florida Showcase Properties since June 30, 2017.

Professional Background:

- Licensed as a real estate salesperson in 2004
- Worked for five years as a new homes salesperson for Citrus Hills Investment Properties (2004–2009)
- Transitioned to resales with Prudential Florida Showcase Properties in 2009
- Became Office Manager in fall 2016, overseeing the renovation and relocation to our current Citrus Hills office
- Led the franchise transition to Berkshire Hathaway HomeServices in May 2017
- Obtained broker license and became Qualifying Broker in June 2017

Community Service:

- Vice Warden, St. Raphael of Brooklyn Orthodox Church, Inverness
- Board of Directors, Habitat for Humanity of Citrus County

Personal:

- Married to Danette (Dannie) Casper
- Son: (Robert) Dimitri Casper
- Citrus Hills resident since 2002
- Lives adjacent to The Oaks Golf Course

Broker's Approach: Mark operates with a pragmatic, data-driven leadership style. He values clarity, efficiency, and systems thinking. When you bring him a problem, come prepared with your recommended solution — he'll help you think it through, challenge your assumptions when needed, and guide you to the right decision. His door is open for consultation, but respect his time by scheduling appointments when possible.

Office Location & Hours

Main Office: Berkshire Hathaway HomeServices Florida Showcase Properties 2450 N Citrus Hills Boulevard Citrus Hills, FL 34442

Office Hours:

- Monday – Saturday: 9:00 AM – 5:00 PM
- Sunday: 10:00 AM – 4:00 PM
- Closed Thanksgiving Day and Christmas Day only

Important Notes:

- Administrative staff are in the office Monday through Friday during office hours. The office manager is often in from 8:30 AM, but the office opens at 9:00 AM
- On weekends, no administrative staff will be physically present in the office, but support is available by phone as needed
- As an independent contractor, you determine your own working hours
- Successful agents often work before and after official office hours
- The office is accessible to agents 24/7 for showings, paperwork, and preparation

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Acknowledgment of Receipt & Agreement

This manual is acknowledged on the FSP Agent Hub. The first time you sign in after a new version is issued, the Hub asks you to record one of two answers: that you have read the manual and agree to it, or that you know it exists and have not yet read it. Either answer is accepted and recorded with your name and the date; you are held to every policy in the manual either way. The record, and any signed program acknowledgments (for example the Listing Photography Program form), are kept in your electronic personnel file.

Whichever answer you record, you acknowledge that:

1. This Policy & Procedures Manual is available to you on the FSP Agent Hub
2. You agree to abide by all terms, policies, and procedures set forth in this manual
3. You understand that this manual may be updated periodically, and you will be notified of significant changes
4. You understand that your Independent Contractor Agreement with the company incorporates this manual by reference
5. You understand that failure to comply with the policies in this manual may result in termination of your independent contractor relationship

This manual does not constitute an employment agreement. All agents are independent contractors. The relationship between you and Berkshire Hathaway HomeServices Florida Showcase Properties is governed by your Independent Contractor Agreement, of which this manual is a part.

Section I: Introduction & Company Overview Last Updated: October 2026 — Version 4 Next Review: Upon major policy changes or annually, whichever comes first

End of Section I

SECTION II: LEGAL & REGULATORY COMPLIANCE

Overview

Real estate is one of the most heavily regulated industries in Florida. This section covers the legal and regulatory framework within which we operate. Understanding these requirements isn't optional — it's fundamental to protecting yourself, your clients, and this brokerage.

The rules here aren't arbitrary. They exist to ensure fair treatment of consumers, maintain professional standards, and reduce liability for everyone involved. When you understand the "why" behind compliance, following the rules becomes second nature.

Agency Relationships in Florida

Transaction Broker: Our Default Position

In Florida, the default relationship between a real estate licensee and a customer is **Transaction Broker**. BHHS Florida Showcase Properties operates as a Transaction Broker brokerage as a matter of company policy. No different brokerage relationship may be offered, implied, or established without direct written broker authorization, and such authorization should not be expected in ordinary brokerage practice.

What Transaction Broker means:

Under Florida Statute 475.278, a transaction broker provides a **limited form of representation** to a buyer, a seller, or both. You DO represent your client — but **not in a fiduciary capacity**. Florida law explicitly provides that a transaction broker does not represent clients as a fiduciary, and agents must never describe their role using fiduciary language in conversation, correspondence, or marketing materials.

The key distinction is that clients give up their right to your **undivided loyalty**. This allows you to represent both a buyer and a seller in the same transaction without the conflict that would exist under single agency.

Your duties as a Transaction Broker:

- Deal honestly and fairly with all parties
- Account for all funds entrusted to you
- Use skill, care, and diligence in the transaction
- Disclose all known facts that materially affect the value of residential property and are not readily observable
- Present all offers and counteroffers in a timely manner
- Maintain limited confidentiality (you cannot disclose motivation to buy/sell, or that a party will accept different terms than offered)

The practical effect:

When you sign an EBBA or Exclusive Right of Sale with a client as a Transaction Broker, you ARE representing that client. You owe them the duties listed above. The "limited" nature of this representation means you can also represent the other party in the same transaction — something you could never do as a Single Agent.

Think of it this way: Transaction Broker status doesn't reduce your professionalism or service level. It simply allows you to work with both sides of a transaction while still representing each party's interests, as long as you don't work to the detriment of one party over the other.

Understanding the Brokerage Relationship Structure

Here's something important that many agents misunderstand: Under Florida law, the customer's brokerage relationship is with **the brokerage**, not with you individually.

Florida Statute 475.01(1)(j) defines a sales associate as someone who performs broker acts "under the direction, control, or management of another person" — that person being the broker. In practical terms, this means:

- The broker (Mark Casper) is the agent of the customer
- You, as a sales associate, perform your duties under the broker's license and authority
- When a customer signs an EBBA or listing agreement, they're entering into a relationship with Berkshire Hathaway HomeServices Florida Showcase Properties — not just with you personally

Why This Matters: In-House Transactions

This brokerage-level relationship is especially important when you're selling another agent's listing within our office.

If Agent A has a listing and Agent B brings a buyer, both agents are operating under the same brokerage relationship. The Transaction Broker status allows this to happen smoothly because:

- The brokerage (through Agent A) represents the seller with limited representation
- The brokerage (through Agent B) represents the buyer with limited representation
- Neither party is owed undivided loyalty, so there's no conflict
- Both agents can advocate for their respective clients, as long as neither works to the detriment of the other party

This is one of the key reasons we operate as Transaction Brokers rather than Single Agents. It allows our agents to work together on transactions without creating agency conflicts that would otherwise require complicated disclosures and transitions.

Single Agent Representation

Florida law recognizes Single Agent representation, which carries full fiduciary duties to one party. BHHS Florida Showcase Properties does not operate that way.

Our Policy: Agents affiliated with this brokerage are not authorized to operate as Single Agents, offer Single Agent representation, imply fiduciary representation, or use Single Agent forms. As a matter of current brokerage policy, Single Agent representation is not offered in ordinary brokerage practice and approval should not be expected.

No Brokerage Relationship

This applies when you're providing services without any representation (such as helping a seller who has listed with another broker complete a short sale package).

Our Policy: Non-representative relationships also require broker approval. This is rare and situational.

Agency Disclosure

Because Transaction Broker is the **default presumption** under Florida law, you are not required to provide a separate agency disclosure when operating as a Transaction Broker. The law presumes that's what you are unless something else is established in writing.

You only need to provide an agency disclosure when:

- Transitioning to a different relationship type — which is not authorized without direct written broker approval and does not occur in ordinary brokerage practice

Since we operate exclusively as Transaction Brokers and do not transition to other relationship types, you will rarely — if ever — need to provide a separate agency disclosure form. The brokerage relationship disclosures built into our Touring Agreements, EBBAs, and listing agreements are sufficient.

A Note on Form Selection:

Both the Exclusive Buyer Brokerage Agreement (EBBA) and the Exclusive Right of Sale (ERS) listing agreement exist in multiple versions based on agency relationship type.

Always use the Transaction Broker version. These forms have a number that ends in **-TB**.

If you're looking at a form that includes lengthy sections about agency relationships, fiduciary duties, loyalty, or obedience, you've grabbed the wrong form. Put it back and find the -TB version. When in doubt, ask.

Buyer Brokerage Agreements: Mandatory

The New Reality (Post-NAR Settlement)

As of August 2024, buyer brokerage agreements are mandatory before showing property. This isn't just our policy — it's an industry-wide requirement resulting from the NAR settlement agreement.

The Rule: You must have a signed agreement with a buyer **before you open the door to the first house.**

Types of Buyer Agreements We Use

1. Touring Agreement (For Initial Showings)

This is your minimum requirement before the first showing. Use the BHHS Touring Agreement from the Back Office company library. Zillow's national touring form and the Realtors' form are not FSP's touring agreement.

What the Touring Agreement does:

- Establishes the transaction broker relationship
- Discloses that compensation will need to be addressed
- Allows you to show property legally
- Does NOT commit the buyer to paying you compensation

What the Touring Agreement does NOT do:

- It does not establish an exclusive relationship
- It does not obligate the buyer to use you for their purchase
- It does not guarantee you will be paid if they buy

2. Showing Agreement (Property-Specific)

This agreement covers compensation for a specific property or properties. Use this when:

- A buyer wants to see a specific property but isn't ready for an exclusive agreement
- You're showing a property with unusual compensation circumstances
- The buyer is hesitant to sign an exclusive agreement

3. Exclusive Buyer Brokerage Agreement (EBBA) — Preferred

This is our preferred agreement. It provides:

- Exclusive representation for a defined term
- Coverage for ANY property the buyer purchases during the term
- Clear compensation structure
- Protection for both you and the buyer

Our Compensation Structure

Standard Buyer-Side Fee: 3% of the purchase price

Alternate Structure: 2.5% + $500.00 non-refundable retainer — the same structure on both the buyer side and the listing side. It is pre-approved and needs no call to the broker, but it is a last resort for a customer who will otherwise walk, never an opening offer. See Section VI (listings) and Section VII (buyers).

Policy on Compensation Below Standard: Any other buyer-side fee below 3% requires broker approval before signing. An unapproved discount is split as if the fee were 3%, and you absorb the difference.

Timeline for Agreements

Stage	Minimum Requirement	Preferred
Before 1st showing	Touring Agreement signed	EBBA signed
Before 2nd showing	Compensation agreement (Showing Agreement or EBBA)	EBBA signed
Before writing offer	EBBA or property-specific Showing Agreement	EBBA signed

The Hard Rule: Under no circumstances should you show property a second time to the same buyer without a clear written understanding of how compensation will work. This means either a Showing Agreement for the specific property or an EBBA.

How Buyer Compensation Works Now

Buyer-side compensation is no longer offered through the MLS. This means:

Option 1: Seller Concession

- You negotiate in the purchase contract for the seller to pay your fee
- This is written as a seller concession or contribution to buyer's closing costs
- The seller agrees (or doesn't) as part of the negotiation

Option 2: Buyer Pays Directly

- Your buyer pays your fee directly at closing
- Whether any buyer obligation can be paid at closing, offset by seller-paid concessions, or otherwise handled in connection with financing depends on the loan program, lender requirements, contract language, and applicable limits — confirm with the buyer's lender before representing how any buyer-paid brokerage fee will be treated
- Must be clearly disclosed and agreed upon in advance

Option 3: Combination

- Seller pays a portion, buyer pays the balance
- Must be clearly documented

Your Job: Explain these options clearly to every buyer at the consultation stage. They need to understand how compensation works before they start looking at homes.

Compensation Disclosure Requirements

What Must Be Disclosed

Every buyer must understand:

1. That you expect to be compensated for your services
2. How much that compensation will be (specific amount or percentage)
3. Who will pay that compensation (and that it's negotiable)
4. That compensation is not set by law and is fully negotiable

When Disclosure Must Happen

- **Before first showing:** At minimum, the Touring Agreement discloses that compensation will need to be addressed
- **Before second showing:** A specific compensation amount/structure must be agreed upon in writing
- **Before offer:** The EBBA or Showing Agreement must clearly state your fee
- **In the purchase contract:** If requesting seller-paid compensation, it must be written into the offer

Documentation Requirements

The Compensation Disclosure Statement must be in the file before key transaction milestones. This protects you, the buyer, and the brokerage.

File must contain:

- Signed Touring Agreement (if used for initial showing)
- Signed EBBA or Showing Agreement (before second showing or offer)
- Evidence of compensation disclosure in purchase contract (if seller-paid)

Fair Housing: Zero Tolerance

The Law

The Fair Housing Act prohibits discrimination based on:

- Race
- Color
- Religion
- Sex (including sexual orientation and gender identity)
- National Origin
- Familial Status (families with children under 18, pregnant women)
- Disability (physical or mental)

Florida law adds additional protected classes.

Our Policy: Zero Tolerance

Discrimination is not only illegal — it's fundamentally incompatible with our values. We expect every agent to assist every customer in finding and purchasing the home of their choice, period.

This means:

- You show all available properties that meet a buyer's criteria
- You never "steer" buyers toward or away from neighborhoods
- You never make assumptions about where someone "would be comfortable"
- You never discourage buyers from looking at any property
- You use the same professional service standards for every client

Violations will result in immediate termination of your independent contractor relationship with this brokerage, in addition to any legal consequences.

Common Fair Housing Pitfalls

Steering: Directing buyers toward or away from certain areas based on protected characteristics. This includes "helpful" suggestions about where they "might feel more at home."

Discriminatory Statements: Comments about neighborhood demographics, school quality as code for demographics, or "changing" neighborhoods.

Selective Service: Providing different levels of service, responsiveness, or professionalism based on protected characteristics.

Advertising: Using language or images that indicate preference or exclusion based on protected characteristics.

When in doubt: Provide consistent professional service to all customers and clients, apply objective criteria, and make lawful reasonable accommodations when required. Show what they ask to see. Let them make their own decisions.

Antitrust Compliance

Why This Matters

Antitrust violations carry severe civil and criminal penalties — for individuals and for the brokerage. This isn't theoretical; brokerages have been shut down and agents have gone to prison for antitrust violations.

The Core Rules

1. No Price Fixing

- There is no "standard" commission rate in our market
- Each brokerage sets its own rates independently
- Each transaction's compensation is negotiated individually

- Never discuss commission rates with agents from other brokerages

2. No Market Allocation

- You cannot agree with competitors to divide up territories, clients, or property types
- You cannot agree to "stay out of" another broker's territory

3. No Group Boycotts

- You cannot agree with other brokers to refuse to work with a particular company, agent, or service provider
- You cannot threaten that "brokers in our area won't work with you if..."

What You Should Never Say

To agents from other brokerages:

- "What do you guys charge?" ✗
- "We all charge X% around here" ✗
- "If they won't pay X%, nobody will show their listing" ✗
- "Let's agree not to work with that discount broker" ✗

To sellers or buyers:

- "The standard rate in this area is..." ✗
- "All brokerages charge..." ✗
- "No agent will show your home if you only offer..." ✗

What You CAN Say

- "Our brokerage charges X% for this type of listing" ✓
- "I can't speak for other brokerages, but our rate is..." ✓
- "Commission rates are negotiable and vary by brokerage" ✓

License Law Compliance

Maintain Your License

Your real estate license must remain current and in good standing at all times. This is your responsibility, not the brokerage's.

Your Obligations:

- Complete continuing education requirements before your renewal deadline
- Renew your license before expiration
- Notify the broker immediately if your license status changes for any reason
- Notify the broker immediately if you face any disciplinary action or investigation

What Happens If Your License Lapses: You cannot practice real estate. Any transactions you're involved in will need to be reassigned. This creates problems for your clients and for the brokerage. Don't let it happen.

Scope of Practice

You are authorized to perform real estate services only under this brokerage's license. This means:

- All listings must be taken in the name of Berkshire Hathaway HomeServices Florida Showcase Properties
- All contracts must reflect this brokerage
- All advertising must comply with brokerage and DBPR requirements
- All compensation must flow through the brokerage

You cannot:

- Take listings in your own name

- Collect fees directly from clients (all funds go through the brokerage)
- Represent yourself as a broker (unless you hold a broker's license)
- Practice real estate under any other brokerage while affiliated with us

DBPR Compliance

The Florida Department of Business and Professional Regulation (DBPR) oversees real estate licensing. Their rules are law. Key requirements include:

- Proper handling of escrow funds
- Accurate and honest advertising
- Timely delivery of required disclosures
- Proper documentation of all transactions
- Honest dealing with all parties

Record Retention

What We Keep and Why

Florida law requires brokerages to maintain transaction records for a minimum of five years. We follow this requirement exactly.

What Creates a Retained File

A file must be retained for five years once any of these triggering events occurs:

- **Exclusive Buyer Brokerage Agreement (EBBA) is signed** — even if the buyer never purchases
- **Exclusive Right of Sale Agreement is signed** — even if the property never sells
- **Exclusive Right of Lease Agreement is signed** — even if the property never rents

Once any of these agreements is signed, a file is created and must be retained for five years from the date of the agreement (or closing/lease execution, whichever is later).

Note: There is no comparable tenant representation agreement like there is for buyers. Tenant relationships do not create the same file retention trigger until a lease is actually executed.

What This Means for You

- Even if a listing expires without selling, we keep the file for five years
- Even if a buyer decides not to purchase, we keep the file for five years
- Even if a rental listing never rents, we keep the file for five years
- Every EBBA you sign creates a compliance obligation
- Every listing agreement you sign creates a compliance obligation

Your Responsibility:

Documents must be submitted to the office **as soon as they are completed** — not held until the end of the transaction. You are not to maintain your own file and turn everything in at closing. Each step of the process, when a document is signed or completed, it should be:

- Uploaded directly into BoldTrail Back Office, OR
- Provided to the office immediately so we can upload it

This allows the broker to monitor transactions in progress, catch problems early, and ensure compliance throughout the process — not just at the end when it may be too late to fix issues.

Do not create "informal" arrangements that bypass proper documentation.

File Storage

Transaction files are stored electronically in BoldTrail Back Office. Paper documents must be uploaded to the system. Do not maintain separate paper files outside of our systems.

Errors & Omissions Insurance

Coverage Provided

The brokerage provides Errors & Omissions (E&O) insurance coverage for all affiliated agents. You are not required to carry your own policy.

Our Coverage:

- **Limit:** $1,000,000.00 per occurrence / $1,000,000.00 aggregate per year
- **Deductible:** $5,000.00 per claim

Agent Responsibility for Deductible

If a claim arises from your transaction and our E&O policy pays out, **you are responsible for the $5,000.00 deductible.**

This means:

- If your negligence or error causes a claim, you pay the first $5,000.00
- Any E&O deductible obligation, along with any other amount owed to the brokerage, will be handled as provided in your Independent Contractor Agreement and applicable written authorization — billed separately rather than deducted from compensation unless legally authorized in writing
- This is not punishment — it's how insurance works and ensures everyone has skin in the game

How to Avoid E&O Claims

Most E&O claims result from:

1. **Failure to disclose known material facts** — If you know it, disclose it
2. **Misrepresentation** — Don't exaggerate, guess, or speculate about property conditions
3. **Failure to recommend inspections** — Always recommend appropriate inspections
4. **Poor documentation** — Document everything in writing
5. **Practicing outside your expertise** — Don't give legal, tax, or construction advice

The Best Protection: Do your job honestly, document everything, and when in doubt, disclose.

Board of REALTORS® Membership

Requirement

All licensed sales associates affiliated with this brokerage must maintain membership in the Realtors Association of Citrus County.

This is not optional. The Board requires that all licensees at a member brokerage be members themselves.

Why It Matters

Board membership provides:

- MLS access (you cannot do this job without it)
- REALTOR® trademark usage
- Code of Ethics obligation and accountability
- Professional development resources
- Arbitration and dispute resolution services

Your Obligation

- Maintain your Board membership in good standing
- Pay your dues on time
- Complete required Code of Ethics training

- Abide by all Board rules and the REALTOR® Code of Ethics

Summary: Your Compliance Checklist

Before Every First Showing:

- [ ] Touring Agreement signed (at minimum)
- [ ] Compensation discussed

Before Every Second Showing:

- [ ] Compensation agreement in place (Showing Agreement or EBBA)

Before Every Offer:

- [ ] EBBA or Showing Agreement signed
- [ ] Compensation Disclosure Statement in file
- [ ] Buyer understands how compensation will be paid

For Every Transaction:

- [ ] Fair Housing principles followed
- [ ] All documents uploaded to BoldTrail Back Office
- [ ] License current and in good standing
- [ ] Board membership current

Always:

- [ ] Never discuss commission rates with other brokerages
- [ ] Disclose all known material facts
- [ ] Document everything
- [ ] When in doubt, ask your broker

Section II: Legal & Regulatory Compliance Last Updated: October 2026 — Version 4 Next Review: Upon regulatory changes or annually, whichever comes first

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End of Section II

SECTION III: OFFICE OPERATIONS

Overview

This section covers the day-to-day operations of our office — the systems, tools, equipment, and procedures that keep everything running smoothly. Understanding how things work here will help you hit the ground running and avoid unnecessary friction.

Our goal is to provide you with the resources and support you need to succeed, while maintaining the professional environment our clients expect when they walk through our doors.

Office Location & Hours

Our office location and hours are detailed in Section I: Introduction & Company Overview. The office is accessible to agents 24/7.

Office Equipment & Supplies

What the Company Provides

We maintain a fully equipped office for your use:

Office Equipment:

- Printers and copiers
- Community computers in meeting rooms (3 available)
- Conference rooms for client meetings (see Client Meeting Areas below)
- Presentation equipment

Refreshments:

- Coffee maker (all-in-one) and water cooler available in the front lobby — agents are welcome to as much coffee as they want
- Snacks are provided for customers, not for staff — if you want snacks, bring your own

Client Meeting Areas:

All client interactions should take place in the front of the office — before the double doors leading to the agent work areas. Appropriate spaces for meeting with clients include:

- The large conference room
- The small conference room
- The up room
- The front lobby area

Clients should not be brought into the agent office area. This maintains a professional environment and respects the workspace of other agents.

Food Policy:

Agents should consume food in their private office or the break room only — not in the conference rooms, up room, or front lobby. These client-facing areas should remain clean and professional at all times. (Customers are welcome to the snacks we provide for them in these areas.)

Office Supplies:

- Paper and stationery
- Folders and envelopes
- Berkshire Hathaway HomeServices presentation folders
- Bindable book-style folders (excellent for listing presentations)

- Basic office supplies (pens, staplers, tape, etc.)

Marketing Materials:

- Signs (see Signs section below)
- Lockboxes (see Lockboxes section below)
- Business cards (standard design provided; upgrades at agent expense)
- VIP number cards for the Zillow team (the digital card is sent to every new Zillow buyer automatically — see Section IX)
- Name badges
- Car magnets

What You Are Expected to Provide

Your Own Laptop: You are expected to have your own laptop computer. This is a basic tool of the trade in modern real estate. While you may use our community computers in the meeting rooms, you need your own device to work effectively in the field, at home, and with clients.

Your Own Smartphone: A reliable smartphone with a professional voicemail greeting is essential. This is how clients, cooperating agents, and your broker will reach you.

Your Own Transportation: A reliable, clean, well-maintained vehicle. See Section XVII for automobile insurance requirements.

Equipment Care

Office equipment is shared by everyone. Treat it with care:

- Report any equipment problems to administrative staff immediately
- Don't leave print jobs sitting in the printer
- Clean up after yourself in common areas
- If you use the last of something, let admin know so it can be reordered

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Technology Systems

We invest in technology to help you work efficiently and serve clients well. You are expected to use these systems — they're not optional.

BoldTrail — Primary CRM & Marketing Platform

BoldTrail (formerly kvCORE) is our primary tool for managing leads and client relationships. It's also our marketing and website platform.

What BoldTrail provides:

Lead & Client Management:

- Comprehensive contact database
- Lead management and tracking
- Long-term nurture campaigns and drip sequences
- Task management and reminders
- Pipeline tracking
- Smart lists and automated follow-up

Your Agent Website:

- Exceptional individual agent website with your branding
- IDX property search for your clients
- Lead capture tools
- Client interaction and communication features
- Landing pages for marketing campaigns

Marketing Tools:

- Email marketing campaigns

- Market reports
- Listing marketing materials

Why this matters: If you leave the brokerage or are unavailable, your clients still need to be served. BoldTrail ensures we have records of all client relationships and can provide continuity of service. It's also where your longer-term nurture leads belong — the comprehensive tools make it ideal for staying in touch with prospects over months or even years until they're ready to transact.

Your Responsibility:

- Keep your profile and contact information current
- Enter and maintain your leads in the system
- Use the tools to market your listings and yourself
- Respond promptly to any leads generated through your site

FSP Agent Hub — Your Home Base

The **FSP Agent Hub** at **your365realestateoffice.com** is the brokerage's private agent portal — start there. Access: the site password, then office code 1111, then your personal PIN (Ellen or Mark can reset a PIN).

What lives on the Hub:

- **Getting Started** — the new-agent setup checklist and profile guides
- **Training** — every training track as on-demand video, with the completion quiz for each module (watch → pass at 80% → next module unlocks)
- **Zillow tab** — the weekly team report, the Zillow Field Manual, and program resources
- **Your Team** — the office directory
- **Income Tracker** — your personal commission and production view
- **Neighborhood market reports and announcements**

The Hub is deliberately gated — don't share the password, code, or your PIN outside the office.

Present — Presentation Tool

Present is the presentation tool integrated with BoldTrail. It allows you to create highly professional presentations quickly and easily.

What Present is used for:

- Listing presentations
- Buyer consultations
- Offer presentations
- General marketing materials

Present pulls property data and your branding automatically, making it simple to assemble polished, professional presentations that reflect well on you and the brokerage. Take the time to learn this tool — it will elevate how you present yourself to clients.

Follow Up Boss (FUB) — Zillow Preferred CRM

Follow Up Boss is provided to all Zillow Preferred team members due to its two-way integration with Zillow.

What FUB is used for:

- Managing Zillow leads while they're "hot"
- Call logging and notes
- Zillow-required call compliance (calls must go through FUB)

The Zillow Lead Workflow:

Follow Up Boss holds the Zillow customers realistically buying in the next six months: about 30 per agent, never more than 50. The FUB/Zillow integration ensures compliance with Zillow's requirements and provides the rapid-response tools you need for active buyers.

Everyone else lives in BoldTrail, where long-term care stays in touch for about three years and the more comprehensive nurture and marketing tools serve them better over time. A lead who wakes up in long-term care goes back to the agent it was assigned to. A Follow Up Boss stage never moves backward except to Nurture; when a contract dies, the Back Office file is cancelled and the stage stays where it is.

Only calls and texts made through the Follow Up Boss app (on your computer or your phone) count as logged activity; your phone's regular dialer and texts don't.

Requirements for Zillow Preferred Agents:

- All Zillow leads must be worked in FUB initially
- Calls must be made through FUB (this is a Zillow compliance requirement)
- Check FUB daily and keep your Zillow pipeline current
- Move leads to long-term care in BoldTrail when they move to long-term nurture (the office runs the transfer; see Section XI)

BoldTrail Back Office — Transaction Management

BoldTrail Back Office (formerly BrokerMint) is our transaction management system.

What Back Office is used for:

- Opening and managing transaction files
- Document storage and compliance
- Commission tracking
- Pipeline reporting

Requirements:

When to open a file: A Back Office file must be created as soon as you sign any brokerage agreement with a client. This means:

- For buyers: When a Touring Agreement, Showing Agreement, or EBBA is signed — even before you show the first property
- For sellers: When a listing agreement is signed

This is not optional. Since the NAR settlement changes requiring mandatory buyer brokerage agreements, every client interaction that involves a signed agreement triggers our five-year file retention requirement under Florida law. Even if you show a buyer one house and they decide not to purchase, that Touring Agreement created a brokerage relationship — and that requires a file.

Do NOT use the Offers section. The Offers feature in Back Office was designed for a time when we worked with buyers who never signed any agreement with us. Since buyer agreements are now mandatory from the first showing, the Offers section no longer fits our workflow. All signed brokerage agreements require a client file — use the standard buyer or seller transaction files.

Other requirements:

- Documents must be uploaded as they are completed (not held until closing)
- Transaction status must be kept current (Opportunity/Active/Pending/Closed/Cancelled)
- Buyer files: Include Buyer Agreement Date and Expiration Date

See Section II for detailed requirements on document submission timing and file retention.

MLS — Multiple Listing Service (Stellar MLS)

MLS access is provided through your Board of REALTORS® membership. **Our MLS is Stellar MLS** — one of the largest MLSs in the country, with roughly 80,000 subscribers:

- How we list in Stellar (the statuses we use, the forms, and the two clocks) is in Section VI, "How We List in Stellar," and in Appendix F.
- Through **February 1, 2027**, every FSP listing is approved by the office before it goes Active (same business day). New agents stay on approval after that.

Your Responsibilities:

- Complete Stellar's required class, Diving Into Stellar, by your own due date — Stellar suspends your account if you don't (see Section IX: Stellar MLS: Rules & Fines)
- Enter listings accurately and completely within required timeframes
- Keep listing information current (price changes, status changes)
- Follow all MLS rules regarding photos, remarks, and data accuracy
- Use compliant language in listing remarks (see Section IX: Marketing & Advertising)

MLS is not optional. It's how properties get sold in our market. Accurate, timely MLS entry is a basic professional expectation — and under Stellar, compliance is scanned by software, violations carry automatic fines, and **the agent who earns a fine pays it**. Read the Stellar rules section in Section IX before you enter your first listing.

Other Tools

Microsoft Office 365: We provide a free Microsoft Office account for every agent. This includes Word, Excel, PowerPoint, Outlook, and OneDrive cloud storage.

BHHS REsource Center:

As a Berkshire Hathaway HomeServices agent, you have access to the REsource Center — a comprehensive digital hub that serves as your complete business toolkit.

Marketing Tools:

- **Marketing REsource** — Your on-demand marketing department. Create professionally branded flyers, postcards, brochures, and digital campaigns in minutes.
- **Social Media REsource** — Ready-to-post content that keeps you visible and engaged with your sphere.
- **CHALK Digital** — Targeted digital advertising that reaches buyers and sellers in specific neighborhoods across mobile apps, websites, and connected TVs.
- **Videobuzz** — Create polished listing videos and personal branding content with a built-in teleprompter and professional editing tools.

Business Development:

- **Buyer Match** — Connect your active buyers with new and coming-soon listings instantly.
- **Luxury Collection** — Resources for working in the upper-tier market.
- **Learn Center** — Your gateway to ongoing education, professional designations, and live webinars.

Communication Protocols

Clear, timely communication is essential to serving clients well and operating as a team.

Responding to Your Broker

When I contact you, I need a response quickly.

As your broker, I sometimes receive calls directly from your clients — often because they couldn't reach you, or because there's an issue that needs immediate attention. The only way I can help resolve these situations is by being able to reach you.

Expectation: When I call, text, or email you, respond within minutes if possible — certainly within one hour. If you can't talk at that moment, at least send a quick message: "In a showing, will call you back in 30 minutes."

If you're going to be unreachable: Let me know in advance. If you're going on a cruise, traveling internationally, or will be somewhere without cell service, notify me before you go. I need to know when I can expect to be able to resolve any issues that arise.

This isn't micromanagement — it's client service. When a customer calls the broker directly, it's usually urgent.

Responding to Clients & Cooperating Agents

Same-day response is the minimum standard. Ideally, return calls and respond to emails within a few hours.

In today's market, responsiveness wins. Buyers and sellers have choices. If you don't respond promptly, they'll find someone who does.

For Zillow leads: Response time requirements are even tighter. See Section XI: Lead Management & CRM for specific Zillow Preferred protocols.

Office Slack — the Office Runs Here

Office communication runs in the FSP Slack workspace. Five rooms:

- **#all-office** — everybody: floor schedule and swaps, announcements, needs and haves, referrals, closings, questions
- **#zillow-team** — Zillow team members

- **#terra-vista-team** — the Terra Vista Home Team
- **#launchpad** — new agents and the training staff
- **#admin** — management

Setup: Download the free app, sign in with the email the office has on file (do not create a new account), turn notifications on for #all-office, and set your Do Not Disturb hours.

House rules:

- Posted in #all-office is delivered — you are responsible for what is posted there. Mute it if you need to; stay in it.
- Office business goes in a channel, not a DM and not a text.
- Client names and details stay out of the open channel — use a direct message or your team's private room.
- Compensation disclosures, signed documents and anything with compliance weight still go to email and Back Office.
- Reply in threads, react to acknowledge, and use @channel only when it cannot wait.

Group texts: Any text chain that involves the office or any group of agents includes the Managing Broker. One-on-one texting between agents is your own business; a group that wants to communicate sets up a group in the office Slack. Office business is not sent by text, and from December 1, 2026 the office group texts are closed.

Floor and Terra Vista schedule: The live floor and Terra Vista schedule is pinned at the top of #all-office. A floor swap is requested and confirmed by both agents in the thread under the pinned post in #all-office; a Terra Vista swap goes in the thread in #terra-vista-team.

Reaching a Teammate

To reach a teammate, call their cell. Never call a teammate's Follow Up Boss line; it's recorded and logs to their customer records.

Telephone Procedures

Answering the Office Phone:

When you answer the main office line:

> "Good [morning/afternoon], Berkshire Hathaway HomeServices Florida Showcase Properties. This is [your name], how may I help you?"

Never say: "They haven't come in yet" or "I don't know where they are."

Instead say: "[Agent name] is out of the office at the moment. May I take a message, or would you like their cell phone number?"

Keys, Lockboxes & Property Access

Lockboxes

We use **Supra lockboxes**. The brokerage provides lockboxes for your use at no charge.

Checking Out a Lockbox:

- Sign out lockboxes with administrative staff
- Your name is recorded as responsible for that lockbox
- You are responsible for the lockbox until it is checked back in

Returning a Lockbox:

- Return lockboxes to the office promptly when a listing sells, expires, or is withdrawn
- **Verify with admin that your return is recorded**
- If a lockbox is missing during inventory, the last agent to sign it out is responsible

Lost or Missing Lockboxes:

- The replacement fee is **$100.00**
- If you lose a lockbox, you pay the $100.00 fee

- This will be billed separately; your compensation check may be held until the balance is resolved

Commission Holds: Commission checks may be held until the lockbox from a sold listing has been returned to the office.

Keys

When a seller entrusts you with keys to their property:

- Never attach an address tag to a key — use a coded system
- Request permission before making copies
- Keep careful records of who has keys
- Never give keys to buyers or tenants before closing or occupancy is granted
- After showings, ensure all doors and windows are locked and lights are off

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Signs & Marketing Materials

Signs — What the Company Provides

The company provides all standard signage at no charge to you:

- For Sale signs
- Under Contract/Pending signs
- Sold signs
- Open House signs
- Directional signs

The Rule: We pay for any sign that can reasonably be used again by another agent.

Signs — What You Provide

Personalized signs and riders are your expense. This includes:

- Name riders with your contact information
- Signs with your photo, name, or personal branding printed on them
- Any sign that couldn't be used by another agent after you

Sign Procedures

When you take a listing:

- Install the sign promptly (within 24 hours of listing going active)
- If another company's sign is on the property, remove it and return it to that company or notify them to pick it up

When a listing goes under contract:

- Add a "Contract Pending" or "Under Contract" rider
- Keep the sign up until closing day — this generates additional listing leads

When a listing sells, expires, or is withdrawn:

- Remove the sign promptly
- Return the sign to the office
- Check it in with administrative staff

File Management & Documentation

All transaction files are maintained in **BoldTrail Back Office**. This is our system of record.

- Do not maintain separate paper files outside of our systems

- Do not keep transaction documents only on your personal computer
- Everything must be in Back Office
- Submit documents as they are completed — not at closing

Summary

Equipment & Supplies:

- Company provides office equipment, supplies, marketing materials
- You provide laptop, smartphone, transportation

Technology:

- Use BoldTrail as your primary CRM for leads and client management
- Use Follow Up Boss for Zillow leads (Zillow team members)
- Use BoldTrail Back Office for all transactions and forms
- Keep all systems current and accurate

Communication:

- Respond to your broker within one hour maximum
- Respond to clients same-day
- Be reachable or notify the broker in advance if you won't be
- Office business runs in Slack, not by text

Lockboxes & Signs:

- Sign out/in lockboxes with admin — you're responsible until checked back in
- $100.00 fee for lost lockboxes
- Company provides reusable signs; you pay for personalized materials

Files:

- Everything in BoldTrail Back Office
- Submit documents as completed, not at closing

Section III: Office Operations Last Updated: November 2026 — Version 4.1 Next Review: Upon policy changes or annually, whichever comes first

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End of Section III

SECTION IV: INDEPENDENT CONTRACTOR RELATIONSHIP

Overview

This section explains the legal and practical nature of your relationship with Berkshire Hathaway HomeServices Florida Showcase Properties. Understanding this relationship — what it means, what it requires, and what it provides — is fundamental to your success and to proper compliance with tax and labor laws.

You are not an employee. You are an independent contractor. This distinction has significant implications for how you work, how you're paid, and how you manage your business.

Independent Contractor Status

What "Independent Contractor" Means

As an independent contractor, you are a self-employed business owner who has contracted with BHHS Florida Showcase Properties to provide real estate services under our brokerage license.

The key distinction: The Company directs the *results* of your work, but not the *methods* by which you achieve those results.

This means:

- You decide when and how many hours to work
- You decide which clients to pursue and how to serve them
- You decide your own prospecting and marketing methods
- You control your schedule, your activities, and your approach

What the Company directs:

- Compliance with license law and regulations
- Adherence to company policies and procedures
- Proper use of company systems and documentation
- Professional standards and ethical conduct
- Transaction procedures and broker oversight

This is not an employment relationship. The Company does not hire you, supervise your daily activities, or control how you spend your working hours. You are building your own business within the framework of our brokerage.

Why This Matters

The independent contractor relationship has significant legal and tax implications:

Tax Obligations:

- The Company will **not** withhold federal or state income taxes from your compensation
- The Company will **not** withhold or contribute to Social Security (FICA)
- The Company will **not** pay unemployment insurance premiums on your behalf
- The Company will **not** provide workers' compensation coverage for you

Your Tax Responsibilities:

- You are responsible for paying your own income taxes, including quarterly estimated payments
- You are responsible for self-employment taxes (Social Security and Medicare)
- You should work with a qualified tax professional to ensure compliance
- You will receive a 1099 at year-end, not a W-2

Benefits:

- The Company does **not** provide health insurance, retirement plans, paid vacation, sick leave, or other employee benefits
- As a business owner, you may deduct legitimate business expenses on your tax return
- You have the flexibility to structure your work as you see fit

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Voluntary Lead Program Participation

Participation in brokerage-provided lead programs — including Zillow Preferred, Zillow Seller Leads, Realtor.com, floor time, Terra Vista Home Team opportunities, relocation referrals, or any other company-provided lead source — is voluntary unless separately agreed in writing.

No agent is required to participate in these programs as a condition of maintaining an independent contractor relationship with the brokerage.

However, agents who choose to participate in a brokerage-provided lead program must comply with the standards, documentation requirements, communication requirements, platform rules, training requirements, and performance requirements established for that program. These requirements are conditions of receiving and continuing to receive brokerage-provided opportunities. They are not intended to control the agent's general work schedule, methods, or independent business activities outside the program.

Failure to meet a program's standards may result in reduction, suspension, or removal from that program, but does not by itself change the agent's independent-contractor status.

What the Company Provides

As part of your independent contractor relationship, the Company provides the following resources, tools, and support:

Brokerage Services

- **Broker License:** You operate under the Company's Florida real estate broker license
- **Broker Supervision:** Access to the broker for guidance, contract review, and problem resolution
- **E&O Insurance:** Errors & Omissions coverage ($1,000,000.00 per occurrence / $1,000,000.00 aggregate; $5,000.00 deductible — your responsibility if a claim arises from your transaction)
- **Compliance Support:** Guidance on legal and regulatory requirements
- **Internal Dispute Resolution Support:** Internal peer review process for resolving compensation disputes between agents (see Section XVIII)

Office Facilities

- **Office Space:** Access to our office at 2450 N Citrus Hills Boulevard
- **Conference Rooms:** Professional spaces for client meetings
- **Community Computers:** Three computers available in meeting rooms
- **Printers & Copiers:** Shared office equipment
- **Refreshments:** Coffee and water for agents; snacks provided for customers

Technology & Systems

- **BoldTrail (CRM):** Primary client relationship management system with your own agent website, IDX search, lead capture, and marketing tools
- **Present:** Professional presentation tool for listings, buyer consultations, and offers
- **BoldTrail Back Office:** Transaction management, forms, document storage, and commission tracking
- **Follow Up Boss:** CRM for Zillow Preferred team members (two-way Zillow integration)
- **Microsoft Office 365:** Word, Excel, PowerPoint, Outlook, OneDrive
- **BHHS REsource Center:** Complete business toolkit including Marketing REsource, Learn Center, Social Media REsource, CHALK Digital, Videobuzz, and more
- **MLS Access:** Through your Board of REALTORS® membership

Marketing Materials

- **Signs:** For Sale, Under Contract, Sold, Open House, and directional signs (standard, non-personalized)
- **Lockboxes:** Supra lockboxes provided at no charge
- **Business Cards:** Standard format provided; VIP number cards for the Zillow team (the digital card is sent to every new Zillow buyer automatically — see Section IX)
- **Name Badges**
- **Car Magnets**
- **Presentation Folders:** Standard and bindable book-style folders

Training & Development

- **On-Demand Training Library:** Every training module on the Agent Hub Training tab (quiz-gated) and the BHHS Training Academy YouTube channel — train on your schedule
- **FSP AI Academy:** Every Thursday by 1:00 PM, two short videos by email (what's new at FSP, what's new in AI), also kept in the Class Library; one-on-one setup and catch-up at the Managing Broker's desk, booked on Calendly
- **Mentor Program:** Structured support for developing agents (see Section V for compensation details)
- **BHHS Learn Center:** Ongoing education, designations, and webinars

Administrative Support

- **Administrative Staff:** Assistance with file management, compliance, and office operations
- **Transaction Coordination:** Support for processing transactions through closing

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What the Sales Associate Provides

As an independent contractor, you are responsible for providing certain tools and covering certain expenses:

Required Equipment

- **Laptop Computer:** Your own device for working in the field, at home, and with clients
- **Smartphone:** A reliable phone with professional voicemail greeting
- **Reliable Transportation:** A clean, well-maintained vehicle with required insurance coverage (see Section XVII)

Required Credentials & Memberships

- **Active Real Estate License:** You must maintain your Florida real estate license in good standing
- **Board of REALTORS® Membership:** Required for all agents (dues are your expense)
- **MLS Fees:** Any fees associated with MLS access
- **Continuing Education:** Required courses to maintain your license

Taxes & Insurance

- **Income Taxes:** Federal and state, including quarterly estimated payments
- **Self-Employment Taxes:** Social Security and Medicare contributions
- **Automobile Insurance:** Minimum $100,000.00/$300,000.00 liability coverage with the Company named as additional insured (see Section XVII)
- **Health Insurance:** If desired, obtained and paid for independently
- **Any Other Personal Insurance:** Life, disability, etc.

Business Expenses

- **Personal Marketing:** Any marketing beyond what the Company provides
- **Personalized Signs & Riders:** Signs with your name, photo, or personal branding
- **Upgraded Business Cards:** Costs above the standard cards we provide
- **Specialty Advertising Items:** Giveaways, promotional items, etc.

- **Professional Development:** Courses, designations, and certifications beyond basic requirements
- **Software Subscriptions:** Your own software and AI plans. The office strongly encourages a paid Claude plan, and the brokerage reimburses your first three months (see Section X, "Your Claude account")

The Independent Contractor Agreement

The Document

When you affiliate with BHHS Florida Showcase Properties, you sign an Independent Contractor Agreement. This agreement is the legal foundation of your relationship with the Company.

The Agreement establishes:

- Your status as an independent contractor (not an employee)
- Your obligations to the Company
- The Company's obligations to you
- How compensation is calculated and paid
- Terms for termination
- Post-termination obligations

The Commission Addendum (attached to your Independent Contractor Agreement) specifies your compensation structure, including your split percentage and any production thresholds. See Section V: Compensation Structure for detailed information.

Key Provisions

Your Primary Obligations:

- Abide by Florida real estate license law
- Follow the REALTOR® Code of Ethics
- Comply with MLS rules and Board of REALTORS® requirements
- Follow Company policies and procedures (this manual)
- Take all listings in the Company's name
- Turn in listings within 48 hours of execution
- Work diligently to obtain listings and sales
- Charge fees as established by the Company
- Maintain confidentiality of Company information

Company's Primary Obligations:

- Provide facilities and access to Company listings
- Allow you discretion in your methods of conducting business
- Pay compensation according to your Commission Addendum
- Not withhold taxes or make employment-related contributions
- Not require you to follow a set schedule

Mutual Understandings:

- Either party may terminate at any time with notice
- Commission disputes are resolved per this manual
- The relationship is not a partnership
- Neither party is liable for obligations incurred by the other

Incorporation of This Manual

Your Independent Contractor Agreement incorporates this Policy & Procedures Manual by reference. This means the policies in this manual are part of your contractual obligations. When you acknowledge this manual on the FSP Agent Hub (see Section I), you're confirming your agreement to follow these policies.

Termination Procedures

Either Party May Terminate

The independent contractor relationship may be terminated by either party at any time, with or without cause, upon notice to the other party.

If you decide to leave:

- Provide written notice to the broker
- Complete the termination checklist (below)
- Cooperate with transition of pending transactions

If the Company terminates the relationship:

- You will receive notice from the broker
- You must complete the termination checklist (below)
- Pending transactions will be handled per policy

Termination Checklist

Upon termination for any reason, you must:

- [ ] Return all Company property (keys, lockboxes, signs, name badge, car magnets)
- [ ] Return all materials, manuals, forms, and presentations
- [ ] Ensure all transaction files are complete and uploaded to Back Office
- [ ] Provide status update on all pending transactions
- [ ] Transfer any client communications to the broker
- [ ] Remove your profile from Company systems (or allow Company to do so)
- [ ] Remove Company branding from personal marketing materials

When You Leave the Brokerage

Pending transactions. Every pending contract you leave behind belongs to a customer who is counting on you. The brokerage expects you to see each one through to closing: stay in touch with your customer, the other agent, the lender and title, keep the Back Office file current, and upload what the file needs. When you do, you are paid your full share on every pending deal that closes.

The brokerage reserves the right to keep **up to 15% of your share** on a pending transaction **only when it has to do your work for you**: you won't respond, won't work with the customer, or leave the file for the office to close. The Managing Broker decides whether that applies and how much.

Your customers. Customers who have not gone under contract stay with the brokerage and are reassigned by the Managing Broker. A customer is reassigned whole: the agent who takes a seller also takes that seller's purchase. When you cooperate with the hand-off, the brokerage normally pays a **25% referral to your new brokerage** on the customers you leave behind who close with us. On a buyer, the referral applies only when the buyer had a signed Exclusive Buyer Brokerage Agreement with you and goes under contract within its term. If you don't cooperate with the hand-off, no referral is paid.

Listings. Every listing belongs to the brokerage, not to the agent, and stays with the brokerage when you leave.

What you owe, and what you're owed. Compensation earned on deals that closed before you left is paid on the normal schedule. Advances and loans are due in full by your last day and are repaid directly to the brokerage, as each signed agreement says; they are never taken out of a commission check.

Tell us early. Once you've decided to leave, please do the brokerage the courtesy of letting the Managing Broker know, before your license moves. It's in your interest too: an amicable parting means your customers and your pending files are taken care of. If you are on the Zillow team, the office has 15 days from the date you join your new brokerage to notify Zillow (see Section XI).

Post-Termination Obligations

Your obligations to the Company don't end completely when you leave. The following obligations survive termination:

Confidentiality

You may not use for your personal advantage, or for the advantage of any other party, confidential information gained during your association with the Company. This includes:

- Client lists and contact information
- Transaction details and history
- Company business practices and procedures
- Proprietary forms, presentations, and marketing materials
- Any other non-public business information

Non-Disclosure

You may not copy, share, or show Company forms, listing presentations, training materials, or other proprietary materials to others without written permission from the Company.

Return of Materials

All papers, information, instructional materials, forms, presentations, and other materials are the property of the Company. You must return all such materials upon termination.

Client Transition

You may not solicit Company clients whose relationship arose from your work with the Company for a period following termination, except where you have an established personal relationship predating your affiliation.

Summary

Your Status:

- You are an independent contractor, not an employee
- You control your methods; the Company directs results and compliance
- You are responsible for your own taxes, insurance, and business expenses

The Exchange:

- The Company provides: broker license, facilities, technology, marketing materials, training, support
- You provide: equipment, credentials, professional expenses, taxes, compliance with policies

The Agreement:

- Your Independent Contractor Agreement and Commission Addendum govern the relationship
- This manual is incorporated by reference
- Either party can terminate at any time with notice

Upon Termination:

- Return all Company property and materials
- See your pending transactions through to closing and you are paid your full share; the brokerage keeps up to 15% only when it has to do your work for you
- Cooperate with the hand-off of your customers, and the brokerage normally pays your new brokerage a 25% referral on those who close with us
- Listings remain with Company
- Confidentiality and non-disclosure obligations continue

End of Section IV

SECTION V: COMPENSATION STRUCTURE

Overview

This section explains how you get paid. Understanding our compensation structure is essential — it affects your business planning, your motivation, and your career trajectory with this brokerage.

Our compensation model is designed to reward productivity fairly. The more you produce, the higher your split percentage becomes. We've also designed it so that every agent ends up earning the exact percentage of their annual production that their performance justifies — not based on predictions made in January, but based on actual results.

The Commission Addendum

When you affiliate with BHHS Florida Showcase Properties, you sign a Commission Addendum that attaches to your Independent Contractor Agreement. This document specifies your compensation structure, including your starting split and production thresholds.

Important Terms:

Gross Commission Income (GCI): The total commission earned on a transaction before any referral fees are paid out. This is what we use to track your progress toward split tier thresholds.

Adjusted Gross Commission Income (AGCI): GCI minus referral fees paid to outside parties (Zillow, outside broker referrals, etc.). This is what we use to calculate your actual compensation and any bonuses.

Why we pay you based on AGCI:

AGCI is the only money that actually comes through our door. When a referral fee goes to Zillow or another brokerage, that money never touches our account — it's paid directly to them at closing. We can only pay you based on the money we actually receive. This isn't a policy choice; it's simple math. If $3,150.00 of a $9,000.00 commission goes directly to Zillow, there's only $5,850.00 left to split between you and the brokerage.

Why we count full GCI toward your tier advancement:

It takes exactly the same amount of work to close a Zillow lead as it does to close someone who walked in the front door. You still have to answer the call, build the relationship, show properties, write the contract, and get to closing. The work is the same regardless of where the customer came from.

We designed this system to reward your performance — the actual work you do — not to penalize you for using the lead generation tools we provide.

The bottom line: You get full credit for all the business you close when calculating your path to higher splits. You get paid based on the money that's actually available to pay you.

The BHHS Royalty Fee

There's one more deduction before we calculate your split: the **6% BHHS royalty fee**.

This is our franchise fee to Berkshire Hathaway HomeServices, and it's calculated on the AGCI — not on the full GCI.

The full calculation flow:

> **GCI** (full commission) → minus referral fees → **AGCI** (what we receive) → minus 6% BHHS royalty → **Amount Available for Split** → your percentage

Example: $300,000.00 sale at 3% with a 30% Zillow fee

Step	Calculation	Amount
GCI	$300,000.00 × 3%	$9,000.00
Zillow Fee (30%)	$9,000.00 × 30%	-$2,700.00
AGCI	$9,000.00 - $2,700.00	**$6,300.00**
BHHS Royalty (6%)	$6,300.00 × 6%	-$378.00
Amount for Split	$6,300.00 - $378.00	**$5,922.00**
Your Share (at 60%)	$5,922.00 × 60%	**$3,553.20**

Standard Split Structure

Our commission structure uses progressive tiers based on your cumulative GCI for the calendar year.

The Tier System

Tier	Cumulative GCI	Agent Split
1	$0 – $30,000	50%
2	$30,001 – $90,000	55%
3	$90,001 – $150,000	60%
4	$150,001 – $225,000	65%
5	$225,001+	70%

Starting Points

Full-Time Agents: Start at Tier 3 (60%) We expect full-time agents to produce at least $90,000.00 in annual GCI, so we start you at the split you'll earn at that level.

Part-Time Agents: Start at Tier 1 (50%) Part-time agents work through all five tiers as their production grows.

How Tier Advancement Works

As you close transactions throughout the year, your cumulative GCI increases. When you cross a threshold, two things happen:

1. **Your split percentage increases** for all future transactions that calendar year
2. **You receive a bonus** that retroactively brings all your previous earnings up to the new percentage

This second part is critical. When you hit a new tier, we don't just pay you more going forward — we go back and make up the difference on everything you've already earned. These "bonuses" are corrections that ensure your total annual compensation matches your actual performance level, as if you'd been at that higher split all along.

Mid-Year Start Proration

If you join the brokerage mid-year, your tier thresholds are prorated based on the days remaining in the calendar year:

1. Days remaining in the year from your start date
2. Minus 60 days (because transactions signed in late December won't close until next year)
3. Divided by 365
4. Multiplied by each standard threshold

You'll receive a personalized Commission Plan spreadsheet showing your prorated thresholds.

Fee Structures Charged to Clients

Listing Fees (Charged to Sellers)

Property Type	Standard Fee
Residential	3%
Lots and Acreage	5%
Commercial	5%
Rentals	The lesser of one month's rent or 10% of the total lease value

The fee standard. Every listing and buyer agreement is written at 3% on homes and 5% on land. On land you may go to 4%, never lower. The full rate must be collected, and it does not matter who pays it: a fee paid partly by the listing broker and partly by the seller (for example 2.5% and 0.5%) is fine, with one compensation form for each payer. On a short sale, a lender's cut to 2.5% on each side is accepted from the start, and the seller is never billed the difference. The one pre-approved discount, 2.5% with a $500.00 non-refundable retainer, is described below and in Sections VI and VII.

Rentals. The fee is the lesser of one month's rent or 10% of the total lease value (a lease of ten months or longer is capped at one month's rent). Renewals earn the same fee on the renewal term; a negotiated fee requires broker approval. On a rental the only deductions are the 6% BHHS royalty and the $10.00 E&O charge — the 25% developer-community share does not apply to leases. Rental commission counts toward your split-tier thresholds, and the total lease value counts as sales volume and one transaction side. Open the file on the Landlord side unless you represent only the tenant.

Buyer-Side Fees

Standard Buyer-Side Fee: 3%

Alternate Structure: 2.5% + $500.00 non-refundable retainer — pre-approved on both listings and buyer agreements, with no call to the broker needed. It is a last resort for a customer who will otherwise walk, never an opening offer.

Buyer-side fees are established in the Exclusive Buyer Brokerage Agreement (EBBA) and are negotiated into the purchase contract, either as a seller concession or paid directly by the buyer. See Section VII: Buyer Representation for complete details.

Policy on Reduced Fees: Any other buyer-side fee below 3% requires broker approval before signing. An unapproved discount is split as if the fee were 3%, and you absorb the difference.

Terra Vista Home Team & Developer Communities

The Developer Relationship: Why It Exists and Why It Matters

When we affiliated with Berkshire Hathaway HomeServices in 2017, we acquired the resale business operations of Terra Vista Realty — the developer's in-house brokerage. In exchange for access to all of the developer's resale customers and the ability to conduct unlimited paid marketing within these gated communities, we pay a **25% implied referral fee** on any sale within Terra Vista, Brentwood or Davis Reserve (leases excluded).

The result: The year we began this arrangement, our market share in these communities increased significantly. This developer relationship is among our most valuable business assets and drives a substantial portion of the brokerage's annual production.

Terra Vista is the most expensive non-waterfront community in Citrus County, with an average sale price slightly over $600,000.00. Access to this market is extraordinarily valuable.

The 25% Implied Referral Fee: Location-Based, No Exceptions

The 25% implied referral fee applies to ANY sale within Terra Vista, Brentwood, or Davis Reserve — regardless of how you obtained the customer.

This is not negotiable. It doesn't matter if:

- The customer was a Zillow lead
- The customer was referred by another broker
- The customer walked into our office
- The customer is your neighbor, your friend, or your family member
- You prospected and found them yourself

If the property is in Terra Vista, Brentwood, or Davis Reserve, the 25% implied referral fee applies.

Communities Covered:

- **Terra Vista**
- **Brentwood**
- **Davis Reserve** (new Brentwood extension — transactions expected by late 2026/2027)

How the 25% Fee Affects Your Compensation

Example: You list and sell a home in Terra Vista for $600,000.00 at 3%

Step	Calculation	Amount
GCI (Listing Side)	$600,000.00 × 3%	$18,000.00
Developer Fee (25%)	$18,000.00 × 25%	-$4,500.00
AGCI		$13,500.00
BHHS Royalty (6%)	$13,500.00 × 6%	-$810.00
Amount for Split		$12,690.00
Your Share (at 60%)	$12,690.00 × 60%	**$7,614.00**

Note: The full $18,000.00 GCI counts toward your tier advancement.

When the sale also carries a referral. If a Terra Vista, Brentwood or Davis Reserve sale also pays an outside referral (Zillow or any other), the referral comes off first, then the 6% BHHS royalty, then the 25% developer-community share on what remains. Example: $9,000.00 GCI; Zillow referral at 40%, $3,600.00, leaves $5,400.00; the 6% royalty, $324.00, leaves $5,076.00; the 25% developer share, $1,269.00, leaves $3,807.00 available for the split.

The Terra Vista Home Team

The Terra Vista Home Team (TVHT) is not a perk — it's a commitment. These 4–5 agents earn their access to developer-referred business through significant obligations that go far beyond what we ask of regular agents.

TVHT Obligations:

- **7-Day Coverage:** TVHT members maintain an in-office presence 7 days a week (10 AM – 4 PM) and on-call availability anytime the new homes division is operating
- **Long-Term Customer Service:** TVHT members must give long-horizon customers the same level of service they would give someone ready to write a contract tomorrow
- **Defensive Training:** TVHT members complete specialized training on presenting all of a buyer's options equally

How TVHT Members Are Selected:

Access to the Terra Vista Home Team is **not seniority-based**. Selection priority is:

1. **Previous experience with the new homes division** — Agents who have worked in new home sales understand the customer journey, the sales process, and how resale fits into the bigger picture.
2. **Knowledge and activity within Terra Vista** — For agents without new homes experience, selection is based on their familiarity with the Terra Vista community and their active engagement within it.

If you're interested in joining TVHT, speak with the broker about the requirements and current openings.

See Appendix G: TVHT & Developer Transaction Reference for detailed economics and procedures.

Zillow Preferred Program (Buyer Leads)

Zillow Preferred provides buyer leads to qualified agents who meet Zillow's performance standards. These leads come at a cost — Zillow charges a success fee on closed transactions.

The Zillow program is governed by the FSP Zillow Preferred Field Manual, which sets the day-to-day rules: pickup, pausing, lead balance, ZIP codes and the scorecard. Zillow team members are held to it.

Zillow Success Fee Schedule:

Transaction Price	Zillow Fee
$0 – $74,999.99	15%
$75,000 – $149,999.99	25%
$150,000 – $224,999.99	30%
$225,000 – $299,999.99	35%
$300,000+	40%

Average: Based on our typical transaction mix, this averages approximately 35%.

Example: $300,000.00 sale at 3% buy-side

Step	Calculation	Amount
GCI	$300,000.00 × 3%	$9,000.00
Zillow Fee (40%)	$9,000.00 × 40%	-$3,600.00
AGCI		$5,400.00
BHHS Royalty (6%)	$5,400.00 × 6%	-$324.00
Amount for Split		$5,076.00
Your Share (at 60%)	$5,076.00 × 60%	**$3,045.60**

Note: The full $9,000.00 GCI counts toward your tier advancement.

How the Zillow fee works. You never pay Zillow. The brokerage pays Zillow's fee out of the gross commission at closing, before your split. Zillow seller leads are 40% flat. In Hernando, Sumter and Pasco counties the 40% tier starts at $400,000.00; the Premier Agent transaction page applies the county for you. The fee follows the deal that came from the lead, whatever name it closes in (a spouse, a child, a company). A friend or relative who later buys their own home is a referral from your customer, not a Zillow deal. One Zillow lead can carry two fee-bearing deals, each with its own 24-month window, and the second window starts at the first closing. A Zillow customer carries one referral, Zillow's, so the brokerage pays no second referral fee to a family member or anyone else on that customer. Any builder bonus or incentive goes on its own line of the closing statement.

Customers who were ours first. If anyone at FSP was already working with a customer before Zillow delivered them (a Realtor.com lead, a sign call, a floor call, a past client), tell the office within 14 calendar days of the Zillow connection and send proof of two-way contact in the 60

days before it. The office files Zillow's exemption. After 14 days it can't be filed, and Zillow's fee applies.

Zillow Preferred Requirements:

Participation in Zillow Preferred requires meeting strict performance standards:

- Must use FUB to call, track, and update ALL Zillow leads
- Maintain minimum 75% Follow Up Boss usage rating
- Track all Zillow connections in Follow Up Boss
- Code every Zillow file in Back Office with the lead source "Zillow Flex," the name that lead source carries in Back Office
- **Attend at least 75% of Friday 11:00 AM Zillow team meetings** (in-person or via Zoom)
- **Review recordings of any missed meetings** — you are responsible for all information discussed

Your Zillow Team Leader:

The Zillow team leader receives a 5% override on all Zillow deals completed by the team. This override is paid entirely out of the broker's portion of the commission — it does not come from you or any agent on the Zillow team.

See Section XI: Lead Management & CRM for complete Zillow Preferred procedures and requirements.

Zillow Seller Leads Program

Zillow Seller Lead Fee: 40% (flat rate regardless of transaction price)

All other compensation rules apply the same as the Zillow Preferred buyer program.

Zillow Showcase:

All Zillow Seller Lead listings must be presented using the **Zillow Showcase** product, which Zillow provides free on those listings. On a listing that did not come from Zillow, Showcase is optional; if you choose it, the brokerage pays the $150.00 cost (billed by Zillow) through December 31, 2026.

Realtor.com Lead Program

The brokerage participates in Realtor.com Connections Plus for Lecanto, Beverly Hills and Hernando. These leads are funded personally by the Managing Broker and are assigned by the office by ZIP code.

On a closing sourced from this program, any outside referral fee, the 25% developer-community share (where the property is in Terra Vista, Brentwood or Davis Reserve) and the 6% BHHS royalty come off first, in the order described under Terra Vista above. Then a lead-recovery fee of 35% of the remaining amount is reimbursed to the Managing Broker, and the balance splits at your normal split. Code the file Lead Source "Realtor.com" in Back Office. The lead-recovery fee applies to any closing within two years of the lead's assignment.

Mentor Program Compensation

New agents participate in our Mentor Program, which has a specific compensation structure designed to provide hands-on training while ensuring new agents receive maximum financial support during their learning phase.

The 75/25 Split

During the Mentor Program, transactions are split between the mentee and mentor before the standard brokerage split applies.

- **Mentee receives 75%** of the amount available for split (after Zillow and BHHS royalty fees)
- **Mentor receives 25%** of the amount available for split

Example Transaction: $375,000.00 sale at 3% commission

Step	Calculation	Amount
GCI	$375,000.00 × 3%	$11,250.00
Zillow Fee (40%)	$11,250.00 × 40%	-$4,500.00
AGCI		$6,750.00
BHHS Royalty (6%)	$6,750.00 × 6%	-$405.00
Amount for Split		**$6,345.00**

Party	Share	Their Split	Net
Mentee (75%)	$4,758.75	60%	**$2,855.25**
Mentor (25%)	$1,586.25	70%	**$1,110.38**

Program Requirements

To complete the Mentor Program, you must successfully close:

- **Three buyer-side home sales** (progressive training from mentor-led to mentee-led)
- **One land transaction** (lot, acreage, or raw land)
- **One listing transaction** (seller-side)

The 75/25 split applies to these five program transactions only. A further buyer-side sale that closes before the listing or the land transaction is at the mentee's standard split. The listing and the land transaction remain mentored transactions whenever they close.

Mentor Bonus Structure

The mentor bonus is **up to $5,000.00 per mentee**, **paid by the brokerage, never from the mentee's earnings**. It is paid once per agent and is earned in three pieces:

Piece	Amount	When It Is Paid
Three buyer-side home sales	$3,000.00	When the third one closes. Nothing is paid before that.
The listing	$1,500.00	When it closes
The land transaction	$500.00	When it closes
Total	**$5,000.00**	

If the listing or the land transaction closes before the third buyer-side sale, that piece is held and paid with the $3,000.00. Each piece goes to the mentor on that transaction. If the mentee moves to a different mentor before the third buyer-side sale closes, the Managing Broker decides how the $3,000.00 is divided.

After Program Completion

When you complete the five required transactions:

- You graduate to standard split (60% for full-time agents)
- No more 75/25 transaction sharing with a mentor
- You work independently with full support from your Zillow team leader and your broker

Optional Continued Partnership:

If you complete the program but don't feel ready to work completely alone, you can continue partnering with your mentor (or any experienced agent) on a deal-by-deal basis at a **50/50 split**. Smart agents partner on unfamiliar transaction types even after years of experience.

Extra Help After the Program:

An agent who has completed the program and is later placed with a mentor for extra help is on the 75/25 split for the transactions the Managing Broker names. No mentor bonus is paid.

Corrected November 23, 2026. Until that date this section said the mentor bonus was paid in one lump sum when the program was complete. That was incorrect. The schedule above is the right one.

Payment Procedures

Payment Timing

Standard Schedule:

- Commissions received in the office **by Wednesday** with all documentation completed
- Checks issued the **following Friday**

Documentation Requirements

Your commission will not be processed until all required documentation is complete in BoldTrail Back Office:

- All contracts and addenda
- All required disclosures
- Buyer agreement with compensation terms
- Any other transaction-specific documents

Incomplete files delay payment. Complete your paperwork promptly.

Outstanding Balances

As independent contractors, you receive your full commission — we do not deduct amounts owed to the brokerage from your commission check. This is an IRS requirement for independent contractor relationships.

If you owe the brokerage for expenses such as:

- Lost or unreturned lockboxes ($100.00)
- Marketing materials ordered
- Any other charges to your account

You will be billed separately and are expected to pay promptly. **If you have an outstanding balance owed to the brokerage, we may hold your commission check until payment is received.**

Commission Disputes

Internal Disputes Between Agents

Internal compensation disputes between agents are handled under the Internal Peer Review Process described in Section XVIII (Disputes & Internal Dispute Resolution). That process is an internal brokerage review procedure and is not binding arbitration unless otherwise provided in a separate written agreement approved by counsel.

Put agreements about referrals and splits in writing before the fact — this prevents most disputes.

External Disputes (Client Refuses to Pay)

Occasionally, a client may refuse to pay an earned fee. The Company has sole discretion about legal remedies and is not obligated to pursue collection.

If the Company elects to take legal action:

- Costs are borne by the Company and the agent in the same proportion as the commission split
- This includes attorney fees, court costs, and related expenses

Summary

Split Structure:

- 50% → 55% → 60% → 65% → 70% based on cumulative GCI
- Full-time agents start at 60%
- Bonuses at each tier true-up your annual earnings to match your actual production level

Key Distinctions:

- GCI = full commission (for tier advancement)
- AGCI = after referral fees (for calculating pay)

Team Programs:

- Terra Vista/Brentwood/Davis Reserve: 25% implied referral on every sale within these communities (leases excluded)
- Zillow Preferred: 15–40% fee based on price (averages ~35%)
- Zillow Seller Leads: 40% flat fee
- Realtor.com: 35% lead-recovery fee on what remains after referrals and the BHHS royalty

Mentor Program:

- 75/25 split (mentee/mentor) during program
- Up to $5,000.00 mentor bonus per mentee, paid by the brokerage (not from mentee's earnings): $3,000.00 when the third buyer sale closes, $1,500.00 for the listing, $500.00 for the land transaction
- Complete 3 buyer deals + 1 land + 1 listing to graduate

Payment:

- Wednesday deadline (with complete docs) → Friday payment
- Outstanding balances billed separately; checks may be held until paid

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Section V: Compensation Structure Last Updated: October 2026 — Version 4 Next Review: Upon compensation changes or annually, whichever comes first

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End of Section V

SECTION VI: LISTING POLICIES

Overview

Listings are the foundation of a successful real estate practice. A well-taken listing generates income whether you find the buyer or another agent does. It puts your name on signs, generates buyer inquiries, and builds your reputation in the market.

This section covers our policies and procedures for taking and servicing listings. Following these standards protects our clients, maintains our reputation, and ensures compliance with MLS rules and Florida law.

Exclusive Right of Sale: Our Standard

All listings must be taken on an **Exclusive Right of Sale** agreement using the Transaction Broker version of the form (the form number ends in **-TB**).

Why Exclusive Right of Sale:

- Provides clear compensation terms for both listing and selling brokers
- Eliminates disputes about who procured the buyer
- Allows us to invest marketing resources with confidence
- Protects the seller by ensuring professional representation throughout

Why Transaction Broker:

- This is our default brokerage relationship (see Section II)
- Allows us to work with buyers on your listings without agency conflicts
- Provides appropriate limited representation to the seller

Do not take listings on any other form without broker approval.

Listing Term Requirements

Minimum Term: 6 Months

All listings must be taken for a minimum of six months.

Do not take listings for less than six months without broker approval.

Why six months:

The Exclusive Right of Sale agreement contains language that covers any transaction entered into during the listing term — so if you go under contract on the last day of the listing period, the ERS still covers that transaction through closing. The six-month minimum isn't about covering escrow time.

It's about giving us a fair chance to sell the property.

Current average days on market in our area exceeds 60 days. We need adequate time to properly market the property and have a reasonable chance of finding a buyer during the contract term. Six months provides that opportunity.

The stakes are real: If a listing doesn't sell during our term, we don't just miss out on compensation — we lose the direct and indirect marketing costs we invested, which average approximately $2,000.00 per listing. That's photography, advertising, sign installation, MLS fees, and staff time that we don't recover.

The listings that sell in two days don't care about term length. It's the harder-to-sell properties where the term matters — and those are exactly the listings where we need adequate time to find the right buyer.

When to Request Longer Terms

Six months is the **minimum**. You should consider requesting longer terms when:

- The property is unique or has a limited buyer pool
- The property has condition issues that may extend marketing time
- The seller wants to test a price above market value

The Overpriced Listing Rule:

When taking a listing at a price above market value, you should have a conversation with the seller about their pricing strategy:

- How long do they want to try at the higher price before considering an adjustment?
- What feedback or market conditions would trigger a price discussion?
- How much are they willing to reduce if the market doesn't respond?

Here's the key: Whatever time the seller wants to "try" at the higher price, add that to your minimum term.

Seller's "Try" Period	Your Listing Term
1 month at higher price	7 months minimum
2 months at higher price	8 months minimum
3 months at higher price	9 months minimum

The goal: Ensure you have six full months at proper market pricing so you have a reasonable chance to achieve your goal — getting the home sold and collecting your compensation.

If a seller insists on a shorter term, consult with the broker before agreeing.

Best Practice: Extend When Going Under Contract

Although the ERS covers any transaction entered into during the listing term (even if it closes after expiration), **best practice is to extend your listing agreement when you go under contract.**

Why this is the perfect time to extend:

You just delivered exactly what they hired you to do — a buyer with a signed contract. Your seller is happy. They're relieved. They're grateful. This is the most cooperative they will ever be during your entire relationship.

You will never have an easier time extending a listing agreement than the moment you've just brought them a buyer.

A simple, "Let's update our listing agreement to cover this transaction — I'll extend it through closing plus a cushion just to keep everything clean" is a non-event when everyone's celebrating a signed contract.

The situation to avoid:

Your listing term expires during escrow. The deal falls through. Now you need to have a listing extension conversation with a seller who just lost their buyer and is upset. That's the worst possible time to discuss contract terms.

The solution: When your listing goes under contract, negotiate a listing extension so that your term extends at least **30 days beyond the proposed closing date.**

Why this matters:

- If the deal closes as planned, the extension is irrelevant — everyone's happy
- If the deal falls through, you have runway to find another buyer without immediately needing to renegotiate your listing agreement
- The 30-day buffer gives your seller time to cool off before any conversation about further extensions
- You avoid the uncomfortable situation of asking for more time when emotions are running high

The MLS consequence you don't want:

If your listing agreement expires on the 1st and the deal falls through on the 10th, when you cancel that pending sale in MLS, the listing doesn't go back to Active — it goes to Expired.

That triggers every agent in Citrus County who farms the expired listings to contact your seller and try to grab the listing. Your seller — who is already upset about losing their buyer — is now getting calls and mailers from competitors.

Extend your listing agreement when you go under contract. Avoid this entirely.

Recommended: One-Year Terms for Land & Commercial

While the six-month minimum applies to all listings, **we strongly recommend one-year listing agreements for:**

- Vacant land (lots, acreage, raw land)
- Commercial properties

These property types typically have smaller buyer pools and longer marketing times. A one-year term is industry standard for land and commercial because the buyer searches are less frequent, financing can be more complex, and the sales cycle is inherently longer than residential.

Listing Fee Schedule

Our listing fees are established by property type. These are the fees we charge sellers for our listing services:

Property Type	Listing Fee
Residential	3%
Lots & Building Sites	5%
Acreage	5%
Commercial	5%
Rentals	The lesser of one month's rent or 10% of the total lease value

Every listing and buyer agreement is written at 3% on homes and 5% on land. On land you may go to 4%, never lower. The full rate must be collected, and it does not matter who pays it: a fee paid partly by the listing broker and partly by the seller (for example 2.5% and 0.5%) is fine, with one compensation form for each payer. On a short sale, a lender's cut to 2.5% on each side is accepted from the start, and the seller is never billed the difference.

Post-NAR Settlement Context

Prior to the 2024 NAR settlement, we quoted a total commission (typically 6% for residential) that included compensation for both the listing broker and any cooperating buyer's broker. That total was split, with a portion offered to buyer brokers through the MLS.

The new reality: We now quote our listing fee separately — this is what the seller pays us for our services. We then have a separate conversation with the seller about what, if anything, they're willing to offer or contribute toward a buyer's broker compensation.

Our recommendation: We suggest sellers consider offering 3% (residential) or 5% (lots/acreage/commercial) toward buyer broker compensation. This makes their property competitive and accessible to buyers who have agreed to pay their agent a certain fee. However, this is the seller's decision — it's negotiable, and some sellers choose to offer less or nothing.

Paragraph 10(b): On the Exclusive Right of Sale Listing Agreement, check Paragraph 10(b) and write 3 in the % blank (5 on land). This authorizes the brokerage to offer up to that amount to a buyer's broker; the seller pays it only if the offer is right.

Discount Option (Last Resort) — Listing Side

The standard brokerage fee is 3%. One discount is pre-approved on both listings and buyer agreements: 2.5% with a $500.00 non-refundable retainer. It is a last resort for a customer who will otherwise walk, never an opening offer, and it needs no call to the Managing Broker.

Alternate Structure: 2.5% + $500.00 non-refundable retainer

The retainer is non-refundable because the brokerage fronts real money on every listing — photography, advertising, sign installation, staff time — regardless of outcome. The retainer is what makes giving back half a point workable. It is the same $500.00 structure as the buyer side, so there's only one discount number to remember.

The listing retainer clause. The listing agreement has no retainer paragraph, so on a listing, write this clause in Paragraph 15 (Additional Terms) of the Exclusive Right of Sale Listing Agreement:

> "Retainer: Seller shall pay Broker a non-refundable retainer of $500.00 upon execution of this Agreement. The retainer is earned when paid, is in addition to the compensation stated in Paragraph 8(a), and is given in exchange for Broker's agreement to reduce that compensation to 2.5%. The retainer does not limit Seller's obligations under Paragraph 12."

On a buyer agreement, the retainer goes in Paragraph 6.

These are the only two listing compensation structures agents may offer without broker approval:

1. Standard fee per the schedule above
2. 2.5% + $500.00 non-refundable retainer (residential)

Any other rate under 3% requires the Managing Broker's approval before signing; an unapproved discount is split as if the fee were 3%, and the agent absorbs the difference.

Fee Consistency

We maintain consistent fees across similar property types. Do not negotiate fees below our standard schedule without broker approval.

If you believe a situation warrants a fee adjustment, discuss it with the broker before making any commitments to the seller.

Listing Presentation Standards

Every listing presentation should demonstrate professionalism and set proper expectations.

Before the Appointment:

- Research the property thoroughly (tax records, prior sales, permit history)
- Prepare a Comparative Market Analysis (CMA)
- Review neighborhood market conditions
- Prepare your listing presentation materials

During the Appointment:

- Present our brokerage's value proposition (BHHS brand, local expertise, marketing resources)
- Review the CMA and discuss pricing strategy
- Explain the listing process and timeline
- Discuss photography, marketing plan, and showing procedures
- Decide with the sellers how the listing goes into Stellar (Office Exclusive first is our recommendation) and have them sign the matching forms at the same sitting — see "How We List in Stellar" below
- Book the photographer before you leave the appointment
- Cover buyer broker compensation options (post-settlement requirements)
- Set communication expectations
- Address any seller concerns or questions

Broker Availability: The broker is available to participate in listing appointments at your discretion, or to consult on pricing strategy. If you're taking a listing at a price above what you believe to be market value, or if you anticipate a challenging seller conversation, don't hesitate to involve the broker.

Pricing & CMA Requirements

Proper pricing is critical. An overpriced listing wastes everyone's time and often sells for less than it would have if priced correctly from the start.

CMA Requirements:

- Every listing must have a documented CMA in the file

- Use comparable sales from the past 6 months (12 months maximum if necessary)
- Include active and pending listings for market context
- Adjust for differences in condition, features, and location
- Document your pricing rationale

Document Your Pricing Recommendation

Your CMA and your pricing recommendation must be in the file.

Here's why: If I'm reviewing a listing that hasn't sold in four months, I need to know what you recommended for price. I can't have a realistic conversation with the seller — or defend your representation of their listing on behalf of the brokerage — if I don't know what you advised.

Sometimes your CMA will show a value of $400,000.00, but the home has outstanding features in limited supply, and you recommend listing at $449,000.00 to test the market. That's a reasonable professional judgment.

Other times, a property has significant repair issues or the seller prioritizes speed over maximizing price, and you recommend $375,000.00 even though comps might support $400,000.00. That's also reasonable.

And sometimes — most times when there's a problem — you recommended $400,000.00 and the seller insisted on $475,000.00.

Now it's four months later. They've reduced to $450,000.00. They're still overpriced. They went against your recommendation, and now they're blaming you for the fact their home hasn't sold.

Having that documentation before I talk to your customer — or being able to look it up in Back Office while I'm talking to them — makes all the difference. Without that documentation, my only options are to make excuses I can't support or throw you under the bus for something that wasn't even your idea.

I need to know what you recommended and why.

This documentation should be entered in Back Office when you first enter the listing — record:

- What the CMA indicated
- What price you recommended
- Why (if different from CMA value)
- What price the seller chose to list at
- If seller overrode your recommendation, note that clearly

Photography & Marketing Standards

Professional photography is mandatory for all listings. In today's market, the online presentation often determines whether a buyer schedules a showing.

Photography Policy

All residential listings (excluding lots and vacant land) require:

- A 3D virtual tour (Matterport or equivalent)
- A minimum of 50 high-definition photographs

This is a quality standard, not a vendor requirement.

Our Preferred Vendor: Studio 3 Photography

Studio 3 is our preferred photography vendor:

- Contact: Darren Green
- Phone: (352) 513-3165
- Email: studio3pros@mac.com

We have negotiated a substantial volume discount for our standard package:

Package	Includes	Price
Listing Photography Package	50 HD photographs + Matterport 3D tour OR Zillow 3D Home tour	$225.00

What the $225.00 package buys. Under the $225.00 package **the photographer individually shoots all 50 photographs with a camera**, and the Matterport or Zillow 3D tour is captured in addition to them. That is genuine marketing photography, shot for the listing. Because the brokerage advances the package cost and absorbs it at closing, an associate's out-of-pocket cost on a listing that closes is **$0.00**.

Studio 3 also offers drone photography, twilight shots, listing videos, and virtual staging services at discounted rates through our volume arrangement. Anything beyond the standard package is an "extra" — see below.

Zillow Showcase. Zillow Showcase is required on every Zillow seller-lead listing, and those listings get it free from Zillow. On any other listing, Showcase is optional; if you use it, the brokerage pays the $150.00 cost through December 31, 2026.

The Listing Photography Program (effective July 15, 2026):

Every associate signs the **Listing Photography Program — Agent Acknowledgment** form, countersigned by the Managing Broker and kept in the agent's file. The form is the governing document; these are its terms:

1. **Advance.** Through December 31, 2026, the brokerage advances the $225.00 package cost on your behalf on every rooftop listing when it goes on the market. If the listing closes, the brokerage absorbs the full $225.00 — you owe nothing.
2. **Outside photographers.** The advance applies only to Studio 3 packages. If you use a different photographer, you pay that photographer directly and in full. When the listing closes, the brokerage reimburses you up to $225.00 of that bill. If the listing does not close, the entire bill remains yours.
3. **Failed listings.** If a listing fails to close — it expires, is withdrawn, or is canceled — you are responsible for all photography spending on that listing, including repayment of the $225.00 the brokerage advanced.
4. **One-time grace.** The brokerage absorbs the photography cost of one (1) failed listing per rolling six-month period. After you use that grace, you pay Studio 3 directly for your listings and the brokerage reimburses you $225.00 per listing when — and only when — the listing closes. Return to advance status is at the Managing Broker's discretion.
5. **Extras.** Any photography investment beyond the $225.00 package (aerial, twilight, additional media, etc.) is your responsibility in full, regardless of whether the listing sells. Reimbursement of any extra is case-by-case and requires the Managing Broker's approval **in advance**.
6. **Repayment.** Amounts you owe under this program are paid by you directly to the brokerage — by check payable to Berkshire Hathaway HomeServices Florida Showcase Properties, or another method arranged with the office. Program advances are **not** netted against or deducted from compensation payments.
7. **Leaving the brokerage.** Listings stay with the brokerage when you leave. If the brokerage releases an active listing to you, you first reimburse the brokerage for all photography money advanced on that listing, in full, on or before your departure date.

The signed acknowledgment supplements this manual and your independent contractor agreement. If you have not yet signed one, see the office — it is part of onboarding.

Beginning January 1, 2027 the program changes to agent-pays (you pay the photographer; the brokerage reimburses up to $225.00 at closing). Every agent will sign a new acknowledgment before then.

Photography Scheduling

Coordinate photography promptly after obtaining the listing agreement:

- Contact Studio 3 within 24 hours of signed listing
- Ensure property is show-ready before the shoot
- Review photos before the listing goes Active and request re-shoots if needed

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MLS Entry Requirements

How We List in Stellar

Our recommended way: enter the listing as Office Exclusive the day the listing agreement is signed, with one good front photo, and release it to Active the day the full professional photo set lands. Every FSP agent can see an Office Exclusive listing and show it to their

buyers, so our office gets the first look while the photos are finished. The route is decided with the sellers at the listing appointment, and they sign the matching forms there.

Route	What you do	Forms beyond the listing agreement and the Data Entry form
Office Exclusive first (recommended)	Enter the listing as Office Exclusive the day the agreement is signed, with one good front photo. Release it to Active the day the full photo set lands.	**MLS Options form**, Office Exclusive box, and the **MLA-6** release ("Other" box), both signed at the listing appointment
Straight to Active (allowed, not recommended)	Hold the listing and enter it as Active with the full photo set, inside the 5 business days. Nothing public until it is in.	None
Coming Soon (only when the seller asks)	Enter it as Coming Soon, up to 14 days. Use the full photo set by day 4 or 5, or one good front photo if the photos are late and add the rest when they land. You can make it Active by hand at any time.	**MLS Options form**, Coming Soon box

Straight to Active is allowed, and it is not our recommendation: while the listing waits, no one in our office can see it or show it.

Rules for every route:

- **Never Active with one photo.**
- **Coming Soon is chosen at the first entry or never.** An Office Exclusive listing cannot move to Coming Soon, and statuses cannot be stacked. One Options form per file, with one box checked.
- **Temporary Exclusion and Delayed Distribution are other choices on Stellar's form. FSP does not use them.** Every listing we can sell is offered to every agent in our office; Temporary Exclusion hides it from them and bars showings, and Delayed Distribution sends the listing to saved searches and customer emails on day one.
- **Save as Incomplete** is scratch space while you build the listing, not a holding stage.
- If MLS rules are stricter than this manual, the stricter MLS rule controls. The broker carries the compliance obligation for every listing under our brokerage license.

The Two Clocks

- **Stellar's entry rule (Article 04.01):** every mandatory listing is entered within **5 business days** of the later of the owners' signature date or the listing start date. Business days skip weekends and holidays; count federal and state holidays to be safe. A seller's instruction cannot extend it, and no clause in the listing agreement stops it.
- **Clear Cooperation (Stellar Policy 8.0):** any public marketing cuts that to **1 business day**. It carries an automatic **$500.00 fine on the first offense and $2,500.00 on the second**, and detection is automated.

"Public marketing" means yard signs, flyers, window displays, public **or private** social media, brokerage, IDX and VOW websites, email or text blasts, automated voice messaging, multi-brokerage listing-sharing networks, and telling agents at other brokerages about the listing (Terra Vista Realty Group included).

Permitted before the listing is in Stellar:

- Order photography
- Prepare the Stellar Data Entry form
- Communicate with your own seller about preparation steps
- Internal FSP notice to our own agents (not public-facing)

⚠️ **The sign starts the clock.** A yard sign is public marketing. Install the For Sale sign only once the listing is Active, or a sign labeled "Coming Soon" while it is Coming Soon. A sign on an Office Exclusive listing breaks Office Exclusive and forces release to the full MLS within 1 business day. Keep the sign out of the photos.

Office Exclusive

- Entered in Stellar and visible only to the broker and agents of our office. Every FSP agent may show it to their buyers.
- **No public marketing of any kind:** no sign, no flyer, no social media (public or private, groups included), no email or text blasts, no website, and nothing to agents at other brokerages, Terra Vista Realty Group included. Any of these forces release to the full MLS within

1 business day, with a $500.00 fine.

- **Release to Active** takes the owners' written direction. The sellers sign the **MLA-6** (Modification to Listing Agreement), "Other" box, at the listing appointment: *"Seller directs Broker to release the listing from Office Exclusive to full MLS distribution (Active) as soon as the professional photographs are complete."* The agent makes it Active the day the photos are done.

Coming Soon

- Used only when the seller asks for it. It is chosen at the first entry.
- Up to 14 calendar days. It goes Active automatically on day 15; if the home is not ready, move it to Temporarily Off Market.
- Days on market do not count while it is Coming Soon.
- It goes out to other agents and in Stellar's automated client notifications, and it may be marketed, but **every ad, post and sign says "Coming Soon."**
- The sellers choose Yes or No on showings.

Zillow Preview is on hold. No agent uses Zillow Preview until they have met with the Managing Broker to go over the rules, and not before December 1, 2026.

The Paperwork

- **Every listing:** the **Stellar Data Entry form** for the property type, or the Owners Authorization printed from Matrix, signed by **all owners** before the listing is submitted, including when you type the listing in yourself.
- **Office Exclusive or Coming Soon:** the ***MLS Options for Property Owners — Authorization*** (rev. 5/2026), in Back Office under Library › Stellar MLS Forms. One box only.
- **Office Exclusive:** the **MLA-6** release described above.
- **Paragraph 15 (Additional Terms) of the listing agreement** carries overflow seller names, the $500.00 retainer clause on a 2.5% listing, and any other term the seller and broker agree to. It never carries a photo or MLS-timing instruction.

Execution requirements for the Options form — all of these, or the form is void:

- Initials and signatures of **all owners of record**
- The **Broker/Authorized Associate** line, signed by the Managing Broker — so bring the Managing Broker in **before** the listing appointment, not after
- The **agent's** signature
- **One box, no changes and no strikethroughs.** Stellar will not accept a marked-up form.

Same-day filing. Every signed form goes into the BoldTrail Back Office file the day it is signed. Stellar audits on short notice: produce a requested form within **2 business days**, or it is an automatic Level II fine — **$500.00** first offense.

What goes to Stellar. Upload to Stellar only documentation for an auction or an unsafe property (in Matrix), proof of a green certification, and the sellers' written direction to withhold photos. Everything else stays in our file. Never upload anything that mentions compensation.

Office Approval

Through **February 1, 2027**, every FSP listing is approved by the office before it goes Active (same business day). New agents stay on approval after that.

MLS Data Accuracy

Enter all listing data accurately and completely:

- Verify square footage, room counts, and features
- Double-check tax record information
- Write compelling, accurate remarks (see Section IX for compliant language)
- Upload all photos in proper order (best exterior shot first)

Errors in MLS data create liability and damage our reputation. Take the time to get it right.

Listing Servicing Requirements

Taking a listing is just the beginning. Proper servicing keeps sellers informed, maintains the relationship, and generates referrals.

Why This Section Matters More Than You Think

The number one complaint from home sellers about their real estate agents is lack of communication.

When your seller doesn't hear from you, they think you're not doing anything. Whether that's true or not — and it better not be true — it's true in their minds. Every day of silence erodes their confidence in you, damages the relationship, and plants seeds of resentment that will cost you the renewal, the referral, and your reputation.

Your updates need to be:

- **Consistent** — On the schedule you agreed to, every time, no exceptions
- **Complete** — All the information they need to understand what's happening
- **Thorough** — Not just "no showings this week" but context, market activity, and what you're doing about it
- **Proactive** — You call them before they have to call you wondering what's going on

Communication Requirements

Seller Updates:

We recommend weekly updates to your sellers, but the frequency should be discussed and agreed upon when the listing agreement is signed. Whatever schedule you agree to:

- Send written updates on the agreed schedule
- CC the broker on all updates
- Include: showing activity, feedback received, market updates, any concerns

No less frequently than monthly. If your seller prefers biweekly or monthly updates, that's acceptable — but no less frequently than monthly.

Broker Updates (Required):

Regardless of what schedule you've agreed to with your seller, you must provide the broker with minimum **biweekly** written updates on each listing:

- Number of showings
- Buyer/agent feedback
- Pricing concerns or market changes
- Any issues or seller concerns

What to Communicate

Regular updates should include:

- Number of showings since last update
- Feedback from showing agents and buyers
- Comparable sales activity (new listings, price changes, sales)
- Marketing activity (advertising, open houses, etc.)
- Recommended actions (if any)
- All like-kind and quality homes that went under contract since the last update
- All new like-kind and quality listings that came on market since the last update

Competitive Intelligence: Why Did They Buy That One Instead?

When a comparable home in your listing's area goes under contract, call the buyer's agent and find out:

- Did they look at your listing? If not, why not?
- If they did look, why did they choose the other home over yours?

This is incredibly valuable feedback for your seller. It tells them exactly what buyers in the market are thinking and how their home compares to the competition.

When there's no activity: Silence is not an option. Even if there are no showings, contact your seller:

- Acknowledge the lack of activity
- Discuss possible reasons
- Review pricing if appropriate
- Reassure them of your continued efforts

Showing Feedback

Follow up with showing agents within 24 hours to request feedback. Document all feedback in your files and share relevant information with the seller.

Seller's Property Disclosure Review Standards

The Seller's Property Disclosure Report (SPDR) is not just a document to collect — it is a document you must actively review with your seller at the time of listing.

Your Obligations at Listing

Before entering the listing, you must:

1. **Provide the SPDR form to the seller and allow them adequate time to complete it.** Do not rush this process. The SPDR is a legal disclosure document, and incomplete or inaccurate answers create liability for both the seller and the brokerage.

1. **Review the completed SPDR before it enters your file.** Look for:

- Blank fields that should be completed
- Inconsistencies between answers (e.g., "No" to water intrusion but "Yes" to roof repairs)
- Answers that require follow-up documentation
- Any disclosed history of sinkhole activity, water damage, mold, structural issues, or environmental conditions

1. **For Section 7 of the SPDR (Sinkhole and Geological Conditions):** Review this section with particular care. If the seller answers "Yes" to Section 7(a) (acknowledging prior sinkhole activity, subsidence, or soil movement), contact the broker before proceeding. See Appendix A: Sinkhole Reference Guide for the full 7-step protocol.

1. **Document your SPDR review in BoldTrail Back Office Comments.** Note the date you reviewed it, any sections flagged, and any follow-up taken.

What You Cannot Do

- You cannot skip the SPDR on AS IS listings. AS IS means the buyer is buying the property in its current condition — it does not mean the seller has no disclosure obligation. Florida law requires sellers to disclose known material defects regardless of whether the contract is AS IS.
- You cannot disregard or minimize items the seller has disclosed. Every disclosure must reach the buyer in full.
- You cannot advise a seller to leave fields blank or answer "unknown" when they actually have knowledge.

Ongoing Disclosure Obligations

If you learn of a material condition affecting the property after the listing goes active — including information you receive from showing feedback, inspection reports on a prior contract, or your own observation — that information becomes a disclosure obligation. The SPDR must be updated. Contact the broker immediately if you learn of a material defect that was not previously disclosed.

Withdrawal & Cancellation

Understanding the Listing Agreement

The Exclusive Right of Sale agreement is a binding contract. Sellers cannot unilaterally cancel — they can **request** cancellation, but it requires broker agreement.

Per the ERS language, the listing agreement may be terminated if both parties agree in writing. The broker is not obligated to approve cancellation requests, and approval is rare.

When We Consider Cancellation Requests

Cancellation requests are evaluated on a case-by-case basis by the broker. **Approval is granted in approximately 20% of requests** — only in limited circumstances such as:

- Legitimate service failures by the listing agent (not minor complaints)
- Significant change in seller circumstances (genuinely deciding not to sell and remain in the home)

Cancellation will NOT be approved when:

- Seller is simply impatient with the pace of sales
- Seller thinks switching brokers will get faster results
- Seller received an offer they didn't like and blames the agent
- Minor service complaints that don't rise to actual agent failure

If a seller is unhappy with their agent's performance, the broker may reassign the listing to another agent rather than release the seller from the agreement. The relationship is with the brokerage, not the individual agent.

The broker will never reassign a listing without first having a full conversation with the original agent and giving them every opportunity to explain or address the client's complaint.

Listing Reassignment Commission Splits

When a listing is reassigned to maintain client satisfaction, any commission generated from the sale is handled as follows:

Standard Split: The commission is split equally (50/50) between the original listing agent and the replacement agent — assuming the original agent didn't do anything egregiously wrong.

Adjusted Split: Depending on the nature and veracity of the customer's complaints, the split may be adjusted in favor of the replacement agent. In cases of serious service failures by the original agent, the replacement agent may receive a larger share — or in egregious cases, the entire listing-side commission.

The amount of the split for any reassigned listing is at the sole discretion of the broker.

Conditional vs. Unconditional Release

When cancellation is approved, we use the **Modification to Listing Agreement (MLA-6)** form to document the termination.

Conditional Termination (Our Standard Default):

A conditional termination ends the active listing as of a specific date, preserves the brokerage's post-termination protection period, and requires payment of the agreed-upon cancellation fee. Both sides remain subject to the original Agreement's terms — nothing is released.

Use conditional termination when:

- The seller relationship is intact and you want to preserve the cancellation fee
- There is a real chance the seller may still close with a buyer introduced during the listing
- The situation does not involve threats of claims or serious disputes

Unconditional Termination:

An unconditional termination ends the listing immediately and completely. It requires Owner/Seller to reimburse Broker for all direct marketing expenses (or these may be expressly waived on the "Other" line), and provides a **mutual release** — both the brokerage and the seller waive claims against each other arising from or related to the listing agreement. This releases the post-termination protection period.

Use unconditional termination when:

- The seller relationship is broken and the goal is finality
- The cost of giving up the protection period is worth the mutual liability shield
- You want the cleanest possible exit from a contentious situation

Important limitations of unconditional termination: A private mutual release cannot prevent a seller from filing a complaint with the Florida Real Estate Commission. Regulatory accountability is not waivable between parties. For specific situations involving actual or threatened claims, consult with the broker and, if warranted, E&O counsel before relying on the release language.

Practical step when using unconditional: Either (a) document the direct marketing expenses being reimbursed or (b) expressly waive them on the "Other" line so there is no ambiguity about amounts owed.

See Appendix N: Listing Agreement Termination — Conditional vs. Unconditional Reference for complete language and decision guidance.

Marketing Expense Reimbursement

When any cancellation is approved, the seller must reimburse the brokerage for direct marketing expenses incurred.

Minimum reimbursement: $500.00

Actual reimbursement may be $1,000.00 or more depending on photography costs, advertising, and other direct costs.

The Modification to Listing Agreement Form (MLA-6)

Use the **Florida Realtors Modification to Listing Agreement (MLA-6)** for any changes to a listing agreement, including:

- Term extensions
- Price changes
- Compensation adjustments
- Conditional or unconditional termination
- Changes to buyer broker compensation authorization

This form creates a clear written record of any modifications agreed to by both parties. Do not make handwritten changes to the original ERS or rely on informal agreements — always use the MLA-6.

Listings That Expire

When a listing expires without selling:

- Contact the seller before expiration to discuss renewal
- If not renewing, remove sign and lockbox promptly
- Conduct a post-listing review (what worked, what didn't)
- Maintain the relationship — circumstances change, and they may relist later

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Sign & Lockbox Installation

Signs

Before installing any sign, review the neighborhood's regulations to ensure signage is permitted and to verify any size requirements.

Terra Vista: no signs of any kind — For Sale, Under Contract, Sold, open house, directional, riders or posts — anywhere inside the gates.

Brentwood: on a freestanding home, only the 8"×12" flat-black single-post sign; townhomes carry no sign; open houses are not permitted in Brentwood. The Brentwood association has a sign-prohibition amendment in circulation with no effective date — a sign already up may stay until the rule changes; set the expectation with the seller at the listing appointment.

Check the current rule page before any installation in either community. Other communities may have similar restrictions — always verify before installing.

If signage is permitted, install our For Sale sign within 24 hours of the listing going active in MLS.

Lockboxes

Install a Supra lockbox unless the seller specifically declines:

- Obtain seller permission for lockbox placement
- Note lockbox location in MLS
- Provide seller with showing notification options

See Section III for lockbox checkout/return procedures and replacement fees.

When a Listing Goes Under Contract

- Add "Under Contract" or "Contract Pending" rider
- Keep sign in place until closing day (generates additional leads)
- Update MLS status promptly

File Requirements

Every listing file must contain:

- Signed Exclusive Right of Sale agreement (Transaction Broker version)
- Seller's Property Disclosure (completed and reviewed)
- HOA/Community Disclosure (CR-6 B) and any community HOA rider (when applicable). The Terra Vista and Brentwood HOA riders in the Back Office company library leave the dues blank, so fill in the current dues from the listing each time.
- Flood Disclosure (FD-2) — seller's flood-history and insurance disclosure, on every residential listing
- FSP Photography/Videography Consent — seller's consent to photograph, film and market the property, signed before the shoot is ordered
- Lead-Based Paint Disclosure (if applicable)
- CMA documentation with your pricing recommendation
- Stellar Data Entry form (or Owners Authorization) signed by all owners
- MLS Options for Property Owners form and the MLA-6 release (Office Exclusive), or the Options form alone (Coming Soon)
- Photography order/confirmation
- MLS printout
- Marketing plan
- All communication logs and correspondence

Upload documents to BoldTrail Back Office as they are completed — not at closing.

Summary

Listing Standards:

- Exclusive Right of Sale (TB version) only
- Minimum 6-month term
- Standard fees: 3% residential, 5% lots/acreage/commercial; rentals the lesser of one month's rent or 10% of the total lease value
- Land may go to 4%, never lower; the full rate is collected whoever pays it
- Paragraph 10(b): check it and write 3 (5 on land)
- Discount (last resort, pre-approved): 2.5% + $500.00 non-refundable retainer, written in ERS Paragraph 15; any other rate under 3% needs the Managing Broker's approval

Photography:

- Professional photography required for all listings (3D tour + 50 HD photos minimum)
- Preferred vendor: Studio 3 Photography — (352) 513-3165 — studio3pros@mac.com
- Standard package: $225.00 (50 HD photos + Matterport or Zillow 3D tour)

- Through December 31, 2026, the brokerage advances the $225.00 (Studio 3 only) on every rooftop listing; absorbed when the listing closes
- Failed listing = agent repays the advance; one grace per rolling six-month period
- Outside vendors: agent pays in full; reimbursed up to $225.00 on closing only
- Signed Listing Photography Program acknowledgment on file (both signatures)
- Beginning January 1, 2027: agent-pays, reimbursed up to $225.00 at closing, under a new signed acknowledgment
- Zillow Showcase: required and free from Zillow on Zillow seller-lead listings; optional elsewhere, with the $150.00 cost paid by the brokerage through December 31, 2026

Signs:

- Terra Vista: no signs of any kind inside the gates
- Brentwood: 8"×12" flat-black single-post sign on freestanding homes only; no townhome signs; no open houses

MLS Entry:

- Recommended: Office Exclusive the day the agreement is signed, with one good front photo (Options form, Office Exclusive box, plus the MLA-6 release); Active the day the photos land
- Allowed, not recommended: straight to Active with the full photo set inside 5 business days (no Options form, no MLA-6)
- Coming Soon only when the seller asks (Options form, Coming Soon box)
- Never Active with one photo; never Temporary Exclusion or Delayed Distribution
- In Stellar within 5 business days of the later of signing or the start date — or 1 business day of ANY public marketing (the yard sign counts)
- Stellar Data Entry form signed by all owners on every listing; everything in Back Office the day it is signed
- Accurate, complete data required

Servicing:

- Seller updates recommended weekly, minimum monthly
- Biweekly updates to broker required
- Document all showing feedback

Seller's Disclosure:

- Review SPDR with seller at listing — do not just collect it
- Flag Section 7 (sinkhole) — call broker before proceeding if 7(a) is YES
- Document your review in Back Office Comments
- Ongoing obligation to update SPDR if material conditions are discovered

Cancellation:

- Approval granted in approximately 20% of requests
- Default: conditional termination preserving protection period
- Unconditional available when relationship is broken — mutual release, but regulatory complaints still possible
- Marketing expense reimbursement always required ($500.00 minimum)

Section VI: Listing Policies Last Updated: November 2026 — Version 4.1 Next Review: Upon policy changes or annually, whichever comes first

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End of Section VI

SECTION VII: BUYER REPRESENTATION

Overview

Working with buyers is fundamentally different from working with sellers. You're not marketing a product — you're guiding people through one of the largest financial decisions of their lives, often while meeting them as complete strangers.

This section covers the policies and procedures for buyer representation, from the initial consultation through closing. The legal and compliance requirements for buyer agreements are covered in Section II; this section focuses on the practical, day-to-day aspects of working with buyers effectively.

The Post-Settlement Reality

As of August 2024, buyer representation has changed dramatically. The days of simply showing homes and collecting a fee offered through the MLS are over.

What's different now:

- Buyer brokerage agreements are mandatory before showing property
- Compensation is no longer offered through the MLS
- You must negotiate your fee into every transaction
- Buyers must understand and agree to your compensation before you show them homes

This requires a more consultative approach. You're not just opening doors — you're demonstrating value, explaining how compensation works, and earning the buyer's commitment to work with you exclusively.

The opportunity: Agents who master the buyer consultation process will thrive. Those who treat it as an obstacle will struggle.

Open Houses — Unrepresented Visitors

Open houses create a specific post-settlement compliance issue. When an unrepresented buyer walks through your open house, you are not yet in any brokerage relationship with them — and you may not show them additional property or write an offer for them without a written agreement in place first.

The open house scenario — what you can do:

- Answer objective questions about the property using information from pre-approved materials
- Provide general information about the home, the community, and the market
- Collect contact information and follow up after the open house
- Invite them to schedule a buyer consultation

What requires a written agreement first:

- Showing them any additional properties after the open house
- Providing property-specific advice, comparative analysis, or pricing guidance
- Drafting or submitting an offer on any property

If an open house visitor wants to write an offer on the property that same day:

You may assist them, but a written agreement establishing the brokerage relationship and compensation must be signed before you begin drafting the offer. The Showing Agreement is the appropriate form for a single-property, same-day situation. Have one ready at every open house.

Touring Agreement at open houses: The Touring Agreement can be used for an open house visit, but only covers that one property and that one visit. If they want to see additional homes afterward — even the same day — you need a Showing Agreement or EBBA before proceeding.

The practical approach: at every open house, have a short stack of Showing Agreements and your contact cards. If someone is serious enough to make an offer, they're serious enough to sign a one-page agreement first.

Buyer Consultation Process

The Consultation Presentation

Every agent should have a ready-to-go presentation for buyer consultations. This ensures a consistent process and guarantees that all aspects of buyer representation are covered properly every time.

Why a presentation matters:

- Creates a professional, structured process
- Ensures you don't skip important disclosures or value propositions
- Demonstrates competence and preparation
- Makes the compensation conversation natural, not awkward
- Differentiates you from agents who "wing it"

Detailed consultation techniques are covered in training. The policy requirement is that you have a systematic consultation process — not that you improvise your way through buyer meetings.

The Staggered Approach (Especially for Zillow Leads)

When meeting total strangers at properties — the typical Zillow scenario — the consultation process is often staggered:

Phase 1: Under the Touring Agreement (First Meeting Only)

- General conversation about their search, timeline, needs
- Explain your role and how you work
- Show properties under the Touring Agreement
- Build rapport and demonstrate value

Important: The Touring Agreement is only viable for the first meeting with a customer — whether you show them 1 home or 5 homes that day. We don't require you to move to another agreement during the first meeting, though you may choose to if the opportunity presents itself. However, you must have either a Showing Agreement or EBBA signed before any second showing appointment (meaning the second day you're showing them homes, not the second property).

Advice for First-Day Multiple Showings: If you're planning to show several homes on the first day, we highly advise you to at least introduce the Showing Agreement and get it signed for those properties. There's nothing worse than showing five homes, having them decide to buy one of those five — just not with you. Protect yourself.

Phase 2: The Showing Agreement (Fallback When EBBA Isn't Possible)

- If the buyer isn't ready to commit exclusively, use the Showing Agreement
- Covers only the specific properties listed on the agreement
- Protects you if they buy one of the homes you showed them
- Always best to move from Phase 1 directly to Phase 3 when possible — but Phase 2 protects you when it's not

Phase 3: Transition to EBBA (The Goal)

- Once you've established trust and they're serious, transition to specifics
- Explain the Exclusive Buyer Brokerage Agreement
- Cover compensation in detail
- Present the "what's in it for you" value proposition

The Value Proposition: Why Exclusive Representation Matters

The key to getting buyers to sign an EBBA is showing them what's in it for them.

The pitch: "By making us your exclusive representative, we can do things for you that we couldn't otherwise do. We can explore off-market options — homes that aren't listed yet or sellers who might be willing to sell but haven't put their home on the market. We can approach For Sale By Owner properties on your behalf and negotiate directly. We can tap into our network of agents and past clients to find opportunities that will never show up on Zillow or any MLS search.

Without an exclusive agreement, we're limited to showing you the properties you find on your own and specifically ask us to show you — nothing more. With an exclusive agreement, we become your advocates with access to the full market — visible and invisible."

This isn't just a sales pitch — it's true. Exclusive representation expands what you can do for your buyer.

Compensation Structure

Standard Brokerage Fee: 3%

Our standard buyer-side brokerage fee is **3% of the purchase price**.

This is what we ask for in every transaction. It's negotiated into the purchase contract either as:

- A seller concession (seller pays your fee), or
- A buyer obligation (buyer pays directly at closing), or
- A combination of both

Every buyer agreement is written at 3% on homes and 5% on land. On land you may go to 4%, never lower. The full rate must be collected, and it does not matter who pays it: a fee paid partly by the listing broker and partly by the seller (for example 2.5% and 0.5%) is fine, with one compensation form for each payer. On a short sale, a lender's cut to 2.5% on each side is accepted from the start, and the seller is never billed the difference.

Handling Fee Pushback

When buyers push back on the 3% fee, your first response should always be to demonstrate value — not to offer a discount.

The data-driven response: "I understand 3% sounds like a lot. But here's what you need to know: on average, our clients save almost 1.5% on their purchase price compared to the typical Citrus County transaction. That's because of our negotiating skills and market expertise. So even at 3%, you're getting a better deal with us than you would with an average broker charging 2%. We have the data to prove it."

This is a documented fact. Use it.

Discount Option (Last Resort)

The standard brokerage fee is 3%. One discount is pre-approved on both listings and buyer agreements: 2.5% with a $500.00 non-refundable retainer. It is a last resort for a customer who will otherwise walk, never an opening offer, and it needs no call to the Managing Broker.

Alternate Structure: 2.5% + $500.00 non-refundable retainer

On a buyer agreement, the retainer goes in Paragraph 6. The retainer is non-refundable because it compensates us for the time and resources we invest in working with them, regardless of outcome. The math and rationale are covered in training.

Broker Approval Required

These are the only two compensation structures agents may offer without broker approval:

1. 3% standard fee
2. 2.5% + $500.00 non-refundable retainer

Any other arrangement — lower percentage, different retainer amount, hourly fee, flat fee, or any other structure — requires broker approval before you discuss it with the buyer, and any other rate under 3% requires the Managing Broker's approval before signing.

If you negotiate a fee below our standard without approval, the deal is split as if the fee were 3%, and you absorb the difference.

Buyer Agreement Requirements

The hard rule: no signature, no showing. No buyer tours a property — physically or by live video — without a signed buyer agreement (Touring Agreement at minimum). This is now also a Stellar MLS rule with teeth: you must be able to produce the signed agreement within **1 business day** of an MLS request, and failing to is an automatic Level III fine ($500.00 first offense) assessed to you. Any signed buyer agreement — even a free Touring Agreement that never leads anywhere — creates a brokerage relationship and a mandatory five-year file. Our file audits check for this.

The Mandatory Rule

You must have a signed brokerage agreement with a buyer **before you open the door to the first house.**

This is not optional. It's an industry-wide requirement resulting from the NAR settlement, and it's our firm policy.

Types of Agreements

1. Touring Agreement (Minimum for First Showing)

The Touring Agreement is your entry point. Use the BHHS Touring Agreement from the Back Office company library for every buyer, Zillow leads included. Do not use Zillow's national touring form or the Realtors' touring form.

The Touring Agreement:

- Establishes the transaction broker relationship
- Discloses that compensation will need to be addressed
- Allows you to show property legally
- Does NOT commit the buyer to compensation
- Does NOT establish an exclusive relationship

2. Showing Agreement (Property-Specific, Non-Exclusive)

The Showing Agreement is for buyers who aren't ready to sign an exclusive agreement but want to continue working with you. It covers specific properties you show them — nothing more.

When to use it:

- Buyer wants to see more homes but isn't ready for exclusive commitment
- Buyer is "still trying you out"
- Buyer has hesitations about signing an EBBA

What to tell them: "I understand you're not ready to totally commit to me. This form simply says that if you decide to buy one of the houses you've asked me to show you, you'll let me represent you in the purchase of that house. It doesn't obligate you to use me for any other home you might see in the future — just the ones on this list."

Why this matters: Under the post-NAR settlement rules, there is no way to legally force a seller to pay you instead of another agent your buyer might choose. If you show a buyer a house, they decide to buy it, and they want to write the offer with their brother-in-law who happens to be a Realtor — you have no recourse under a Touring Agreement alone.

The Showing Agreement protects you by establishing that for the specific properties listed, the buyer has agreed to your representation.

3. Exclusive Buyer Brokerage Agreement (EBBA) - Preferred

This is our preferred agreement and should be your goal with every serious buyer:

- Exclusive representation for a defined term
- Covers ANY property the buyer purchases during the term
- Clear compensation structure
- Protection for both you and the buyer
- Enables you to pursue off-market opportunities

Term Length:

- **Recommended:** 6 months
- **Minimum without broker approval:** 3 months
- **Less than 3 months:** Requires broker approval

Geographic Coverage:

- **Recommended:** Citrus and surrounding counties (Levy, Marion, Sumter, and Hernando)
- **Maximum:** Florida (with the understanding that if they pursue a home outside our area of expertise, we would refer them to another Berkshire Hathaway office)
- **Do NOT use:** "Citrus County" alone — if they want a house three steps over the county line, they could buy it with anyone

The surrounding counties recommendation strikes the right balance: it covers the realistic area where your buyer might purchase while keeping the scope manageable. Using "Florida" is acceptable but may be stronger than necessary for most buyers.

Strong Recommendation: Don't Go Out a Second Time Without Protection

We strongly recommend that you never go out on a second showing appointment with the same buyer while still operating under a Touring Agreement.

To be clear: "second time" means the second day or appointment — not the second property. If you're showing three homes on your first day with a buyer, that's all one meeting and the Touring Agreement covers it. But when they call back and want to see more homes on a different day, that's a second showing appointment.

Why this matters — for you:

Think about what you're risking. You've already invested time in the first showing. Now they want to see more homes. You spend another afternoon driving them around, opening doors, answering questions, sharing your expertise. Then another day after that. Maybe a fourth.

Then they find the one they love. And they write the offer with their cousin who just got her license. Or the discount broker who will do it for 1%. Or the listing agent who offers to cut them a deal.

Under a Touring Agreement, you have no recourse. None. You just donated all those hours for free.

The Showing Agreement exists to protect you. It says that if they buy one of the specific homes you showed them, they're working with you. That's it. It doesn't lock them into anything else — just the homes on the list.

If a buyer won't sign a Showing Agreement for properties they're asking you to show them, ask yourself: why not? What are they protecting? The answer is their option to cut you out later. That's not a buyer who respects your time.

Before any second showing appointment, you should have either:

- A signed **Showing Agreement** covering the specific properties you'll be viewing AND the ones you already showed them (you need to catch up — include the properties from the first day to make sure if they go back to one of those houses, you're still covered), OR
- A signed **Exclusive Buyer Brokerage Agreement**

If you're considering deviating from this recommendation, check with the broker first. There may be circumstances where it makes sense, but make sure you understand what you're risking.

Timeline

Stage	Minimum Requirement	Preferred
Before 1st showing	Touring Agreement signed	EBBA signed
Before 2nd showing	Showing Agreement OR EBBA	EBBA signed
Before writing offer	Showing Agreement OR EBBA	EBBA signed

The progression: Touring Agreement → Showing Agreement (if needed) → EBBA (goal)

Property Showing Procedures

Before Every Showing: Do Your Research

This is non-negotiable. Before heading out to show any property, you must do preliminary research. At minimum, always know:

- How old is the roof?
- How old is the AC/HVAC system?
- Any other relevant information available from public records

Walking into a showing without this basic information is unprofessional. Your buyer will ask, and "I don't know" is not an acceptable answer for things you could have looked up in five minutes.

Before the First Showing: Get the Agreement Signed

Do not let a buyer through the front door of any property until they have signed a brokerage agreement — at minimum, a Touring Agreement.

For every buyer, Zillow leads included, use the BHHS Touring Agreement from the Back Office company library.

No exceptions.

Arrive Early

Arrive at the property at least **10 minutes before your scheduled appointment** with the buyer.

If the home is occupied:

- Knock on the door
- Introduce yourself to the seller
- Let them know your buyer will be arriving soon
- This gives them time to finish any last-minute preparations or leave if they prefer
- Ask: "Is there anything special about your home that I might not have seen in the listing? Anything you'd like me to point out to my buyers?"

That last question shows professionalism and genuine interest — and lets them brag about their house for a minute. Sometimes they'll tell you something that will make you look like a genius to your buyer.

If the home is vacant or sellers have left:

- Access through the lockbox
- Walk through the property
- Turn on lights as needed
- Open blinds as needed
- Get a lay of the land before your buyer arrives

This preparation time allows you to identify any issues, plan how you'll show the home, and present professionally when your buyer arrives.

During the Showing

Our recommended approach (covered in detail in training) is to let the buyer explore freely while you handle technical evaluation:

Your focus:

- HVAC system age and condition
- Roof condition
- Window and door quality
- Signs of water damage or plumbing issues
- Pool and lanai condition (common in our market)
- Overall maintenance concerns

Buyer's focus:

- Flow and layout
- Room sizes
- Overall feel and atmosphere
- Lifestyle fit
- Emotional connection with the space

This "team approach" lets your buyer make an unbiased emotional evaluation while you handle the practical assessment. You'll combine both perspectives when discussing the property afterward.

Note: This is our recommended approach, not a requirement. You may show homes in whatever way works best for your buyer. The non-negotiable elements are the pre-showing research and the agreement requirement.

After the Showing

Leave the property exactly as you found it.

This is the rule. Not "lock everything up" or "turn off all the lights" — leave it exactly as it was when you arrived.

Doors:

- Lock all doors that were locked when you arrived
- Leave unlocked any doors that were unlocked when you arrived
- Secure the lockbox

Why this matters: People sometimes leave the house and go to a neighbor's without their keys — they have a garage door opener and plan to come back through the garage. If you lock the door between the garage and the house, they're locked out. Same with back sliders that sellers intentionally leave unlocked for re-entry. Don't create a problem by being overly helpful.

Lights:

- Turn off any lights you turned on
- Leave on any lights that were on when you arrived

Pro tip: When you arrive and all the lights are off, turn on every single light switch as you walk through the house. That way, when you leave, you know every light needs to be turned off — no guessing about which ones were on before. This is especially helpful when light switches inside the house control exterior lights you can't see from inside.

Blinds:

- Close any blinds you opened
- Leave open any blinds that were open when you arrived

Notify the listing agent: Send a text message to the listing agent letting them know you've completed the showing. This allows the sellers to return to their home promptly.

Offer Preparation

The Goal

Over time and experience, every agent should develop the ability to prepare offers and submit them to listing agents independently, without the need for oversight.

However, getting there takes practice, feedback, and attention to detail.

Mentor Program Requirement

If you are in the Mentor Program, you may never submit an offer without it first being reviewed and signed off by your mentor, the Zillow team leader, or the broker.

This is mandatory. No exceptions.

Free Review Available to Everyone

Regardless of your experience level, there is no extra cost to have someone review your offer before submission. You can send any offer to:

- The broker
- Your Zillow team leader (if applicable)
- Your mentor (if applicable)
- The office manager

We encourage this kind of "second set of eyes" review even after you've done 10 or 20 deals. Experienced agents still make mistakes, and a quick review catches problems before they become expensive.

What We're Looking For

The goal of offer preparation is twofold:

1. **Get the offer written exactly to buyer specifications** — Every term, every condition, every detail matches what your buyer wants
1. **Make sure nothing creates problems later** — The offer should make it more likely, not less likely, that negotiations go smoothly and that an agreed-upon contract performs without issues through closing

Detailed offer preparation techniques are covered in training. Refer to your training materials for the nitty-gritty of writing strong offers.

Earnest Money Deposits

General Principles

Earnest money can range from **$0 to 5% of the purchase price**, depending on the situation. There is no single "right" amount — it depends on what's needed to get the offer accepted while protecting your buyer's interests.

Our philosophy: Keep the deposit as low as possible while still achieving the goal of getting the offer accepted.

Zero-Dollar Deposits

Some buyers — particularly VA buyers who aren't required to put money down for their loan — prefer to put nothing down on the contract. This is legal. Florida courts have found that the promise of payment constitutes consideration for creating a binding contract.

However, $0.00 deposits are often unacceptable to sellers. They signal lack of commitment and make sellers nervous.

Recommendation: If your buyer insists on minimal earnest money, suggest at least $100.00 to show some level of good faith. If they absolutely insist on $0.00, that's their choice — but prepare them for the possibility of seller resistance.

The Two-Deposit Strategy

When a larger deposit is needed to make an offer competitive, consider splitting it into two segments:

Initial Deposit: A smaller amount (e.g., $500.00–$2,000.00) due within 3 days of contract acceptance

Additional Deposit: The remainder due 3 days after the end of the inspection period

Why this works:

- If inspection issues arise and the contract cancels, the buyer isn't waiting to recover a large deposit
- Title companies typically won't release deposit funds until checks have cleared (sometimes 10+ days)
- A smaller initial deposit means less money tied up if things don't work out
- The additional deposit still demonstrates commitment once inspections are cleared

This structure protects your buyer while still presenting a competitive offer.

Inspection Period

Standard Recommendation: 15 Days

Unless you have a legitimate reason to request less, write **15 days** in the inspection period blank.

Why 15 days:

- Allows adequate time to schedule inspections
- Provides buffer for inspector availability issues
- Gives time to obtain repair estimates if needed
- Allows for re-inspection if sellers agree to repairs

Even though the contract defaults to 15 days if left blank, fill it in anyway. This follows our general principle of completing every blank in every contract, even when there's a fallback value.

Negotiation Reality

Sometimes sellers or listing agents will counter with a shorter inspection period (10 days, 7 days). That's a negotiation. But start with 15 unless you have a specific reason not to.

Don't pre-negotiate against yourself. If you anticipate that sellers want a shorter period and write 7 days thinking it will help get the offer accepted, you've given away something for nothing. Let them ask for it.

Managing the Inspection Period

The inspection period is critical. During this time:

- Schedule inspections promptly (don't wait until day 10 of a 15-day period)
- Review inspection reports with your buyer
- Advise on repair requests vs. deal-breakers
- Meet all deadlines for inspection objections or cancellation

Setting Expectations: The Key to Smooth Inspections

A smooth inspection process is won or lost before the inspection ever happens — through the expectations you set with your buyer beforehand.

Home inspection reports are comprehensive documents, often 30–50+ pages long, that catalog everything about the property. They include:

- Actual defects that need attention
- Maintenance recommendations (clean gutters, trim trees near roof, etc.)
- Informational items about the age of functioning equipment
- Suggestions for improvements that aren't defects at all
- Safety recommendations that may be code-compliant but could be "better"

To the uninitiated buyer, this can be overwhelming. They see page after page of items and assume the house is falling apart — when in reality, there may only be one or two issues that actually matter in the context of the real estate transaction.

Your job is to prepare them before they ever see a report.

Explain that:

- Every house has an inspection report full of items — even new construction
- Most items are informational or maintenance-related, not defects
- The inspector's job is to document everything, not to tell them whether to buy the house
- You'll help them sort through what matters vs. what's just noise
- A 40-page report doesn't mean 40 problems — it means a thorough inspector

Buyers who understand this going in can review their report rationally and focus on what actually matters. Buyers who aren't prepared may panic, make unreasonable repair demands, or even kill deals over items that aren't really issues.

We cover specific techniques for setting these expectations in training. The key point for this manual: **do this work before the inspection, not after your buyer is already freaking out.**

Inspection Attendance

We recommend that the agent be available during the inspection when the situation requires it — for example, when the seller requires someone present, when the property doesn't have lockbox access, or when meeting the inspector or buyer at the property is necessary.

However, **as a rule, inspectors work better when they work alone.**

Being present at some point allows you to hear the inspector's observations firsthand, ask informed questions, and better advise your buyer when reviewing the report. But hovering throughout the entire inspection isn't necessary and can be counterproductive.

We discourage the buyer from attending the inspection.

Inspectors need to focus. A thorough home inspection requires concentration and attention to detail. When buyers attend, they naturally want to ask questions about everything — every room, every system, every observation. This creates several problems:

- The inspector is constantly interrupted, breaking their systematic process
- The inspection takes significantly longer than scheduled
- To finish within their allotted time, inspectors may rush through later portions of the inspection
- Important items may be missed or given insufficient attention

Inspection reports are comprehensive. Modern inspection reports include detailed findings, photographs, and explanations. Inspectors are available by phone to answer any questions about their report. Your buyer will have every opportunity to understand the findings without needing to be present.

If a buyer insists on attending:

Some buyers will insist. Here's the fallback approach:

1. Ask the inspector how long they anticipate the inspection taking
2. Schedule your buyer to arrive at the property near the end of that estimated time
3. Let the inspector know your buyer will be arriving toward the end
4. If the inspector finishes early, they wait briefly for you to arrive
5. When you arrive with your buyer, the inspector can walk them through key findings and answer questions

This approach gives your buyer what they want — face time with the inspector and the ability to see issues firsthand — without disrupting the entire inspection process. The inspector completes their work uninterrupted, then provides a focused summary and Q&A at the end.

Detailed inspection period management and expectation-setting techniques are covered in training.

Seller's Property Disclosure Review

Your Obligation as the Buyer's Agent

Receiving the Seller's Property Disclosure Report (SPDR) and forwarding it to your buyer is not enough. Your professional obligation is to actively review it with your buyer — not simply transmit it.

Florida Statute §475.278 requires transaction brokers to use skill, care, and diligence. That standard applies to disclosure review. "I sent it to them" does not satisfy it. "I reviewed it with them, flagged the relevant sections, and documented our conversation" does.

The standard in this office: You cannot explain to a client what you have not read yourself. Read the SPDR before it goes to your buyer. Identify red flags before the inspection period expires. Make your recommendations in time to act on them.

Section 7 — Sinkhole and Soil Movement

Section 7 of the SPDR is the highest-risk section in our market. Know all three questions cold:

7(a) — Has the property ever experienced sinkhole activity? 7(b) — Does the seller have knowledge of any underground voids or sinkholes? 7© — Description of any prior activity or remediation

> 🔴 **REQUIRED: If Section 7(a) is YES — stop. Call the broker before taking any further action. This step is mandatory, not optional. See Appendix A for the full seven-step protocol.**

The Cash Buyer Insurance Rule

For every cash buyer on a property with disclosed sinkhole history, or in a county with elevated activity (Hernando, Pasco, Hillsborough, Marion, Citrus):

The insurance conversation happens during the inspection period. Not after closing.

Cash buyers don't have a lender requiring insurance before closing — so the conversation that happens automatically for financed buyers never happens for cash buyers unless you initiate it. A cash buyer can close on a property with sinkhole history and discover that sinkhole loss coverage is unavailable or severely limited after the inspection period is gone. That's an unacceptable outcome for your client.

See Appendix A for full coverage details (Catastrophic Ground Cover Collapse vs. Sinkhole Loss Coverage).

Documentation Requirements

After reviewing the SPDR with your buyer:

1. **BoldTrail Back Office Comments** — Enter a note stating what you reviewed, with whom, when, what sections were flagged, and what was discussed.
1. **Same-day email follow-up** — Send a brief email to the buyer confirming what was discussed. This creates a timestamped record outside the transaction system.
1. **Written declination (if applicable)** — If you recommended an inspection and the buyer declined, obtain written acknowledgment and upload it to Back Office immediately.
1. **Broker notification** — If Section 7(a) is YES, or if any material red flag is identified that the buyer is choosing to ignore, call the broker before proceeding further.

> 🖱️ **SEE APPENDIX A** — Sinkhole Reference Guide: County risk overview, insurance trap, seven-step protocol, client scenarios and scripts 📋 **SEE APPENDIX B** — Document Review Quick Reference: Four high-risk documents, three-level review standard, documentation protocol

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Closing Coordination

You Are the Quarterback

Help is available from the office manager, broker, Zillow team leader, and mentors. But **the agent is responsible for managing the transaction to closing.**

This means:

- Staying up to date on all contract deadlines
- Ensuring all aspects of the contract are being performed
- Communicating with lenders about loan progress
- Coordinating with the title company
- Scheduling and following up on inspections
- Managing any repair negotiations
- Confirming all parties are ready for closing
- Troubleshooting problems as they arise

Don't wait for someone else to tell you there's a problem. Be proactive. Check in with lenders, title companies, and the listing agent regularly. Know where your transaction stands at all times.

When to Ask for Help

You're not expected to handle every situation alone. Reach out when:

- You encounter a contract issue you're unsure how to handle
- A deadline is at risk and you need guidance
- There's a dispute between parties
- You need help communicating difficult news to your buyer
- Anything feels "off" and you want a second opinion

The broker, office manager, Zillow team leader, and mentors are all available to help. Use them.

Zillow Preferred Transactions

The Zillow program requires every deal in the Premier Agent app.

Logging the Contract

When a contract on a Zillow customer is fully executed, enter it on the Premier Agent Transaction tab as Pending within 48 hours. If the contract dies, take it out of Pending in Premier Agent the same day; make any closing-date change there too.

Closing the Transaction

Within four days of closing, upload the closing statement in Premier Agent so Zillow can confirm its fee. You may also record the deal in Follow Up Boss, but do not press "Sync to Zillow," which creates a duplicate.

Missing or late Premier Agent records put your place on the Zillow team at risk.

File Requirements

Every buyer transaction file must contain:

Agreement Documents:

- Signed Touring Agreement (if used for initial showings)
- Signed EBBA or Showing Agreement
- Compensation Disclosure Statement

Transaction Documents:

- Purchase contract and all addenda
- All counteroffers and amendments
- Inspection reports
- Repair requests and responses
- Closing disclosure
- Settlement statement

Buyer Information:

- Buyer personal information sheet
- Lender contact information
- Pre-approval or proof of funds

Upload documents to BoldTrail Back Office as they are completed — not at closing.

Summary

Buyer Consultation:

- Have a ready-to-go consultation presentation
- Stagger the process when appropriate (Touring Agreement → EBBA)
- Lead with value: exclusive representation enables off-market opportunities

Compensation:

- Standard fee: 3% on homes, 5% on land (land may go to 4%, never lower); the full rate is collected whoever pays it
- Discount option (last resort): 2.5% + $500.00 non-refundable retainer, written in EBBA Paragraph 6
- Any other structure requires broker approval

Agreements:

- Touring Agreement minimum before first showing — the BHHS Touring Agreement from the Back Office company library, for every buyer
- **No second showings under Touring Agreement** — must have Showing Agreement or EBBA
- Showing Agreement: property-specific protection when buyer isn't ready for EBBA
- Goal: EBBA with every serious buyer

Showings:

- Research property before every showing (roof age, AC age, public records)
- Arrive 10 minutes early
- Leave property as you found it
- Notify listing agent when complete

Offers:

- Mentor Program agents: mandatory review before submission
- Everyone else: free review always available
- Goal: buyer's exact specs + no problems later

Earnest Money:

- Keep it as low as possible while getting offer accepted
- Consider two-deposit strategy for larger amounts

Inspection Period:

- Request 15 days unless you have a reason not to
- Fill in the blank even though contract has a default

Seller's Property Disclosure Review:

- Read it yourself before it goes to your buyer
- Review it actively with your buyer — not just transmit it
- Section 7(a) YES: call the broker before any further action
- Cash buyers on sinkhole properties: insurance conversation during inspection period
- Document every review in Back Office Comments and by email

Closing:

- You are the quarterback
- Help is available, but you manage the transaction
- Zillow Preferred: enter the deal in Premier Agent as Pending within 48 hours of contract; upload the closing statement there within four days of closing

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Section VII: Buyer Representation Last Updated: October 2026 — Version 4 Next Review: Upon policy changes or annually, whichever comes first

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End of Section VII

SECTION VIII: TRANSACTION MANAGEMENT

Overview

This section covers how we manage transactions from contract to closing — the systems, procedures, and deadlines that ensure every deal performs properly. Transaction management is where attention to detail either protects everyone involved or creates problems that cost time, money, and relationships.

Think of transaction management as the operational backbone of your business. You can be the best salesperson in the county, but if your deals fall apart because of missed deadlines, incomplete paperwork, or poor coordination, your reputation and income will suffer. Mastering the mechanics of getting deals closed is just as important as the skills that get them under contract in the first place.

BoldTrail Back Office: Our Transaction Management System

BoldTrail Back Office is our system of record for all transactions. Every transaction you work flows through this system — there are no exceptions.

Why This Matters

Back Office isn't just administrative busywork. It's how we:

- Track compliance with Florida's five-year file retention requirement
- Monitor transactions in progress so we can catch problems early
- Calculate and pay your compensation accurately
- Protect you, the brokerage, and our clients if questions arise later
- Generate the reports we need for business planning

When you don't use Back Office properly, you create problems for yourself and everyone else. Documents that aren't uploaded can't be reviewed. Deadlines that aren't tracked get missed. Transactions that aren't in the system don't exist — at least not in any way that protects anyone.

The Golden Rule: Real-Time Documentation

Documents go into Back Office as they are completed — not held until closing.

This is critical. When you sign an agreement, upload it that day. When you receive an inspection report, upload it that day. When an addendum is executed, upload it that day.

Why real-time matters:

- The broker can monitor transactions in progress and catch problems early
- If you're unavailable (sick, on vacation, emergency), someone can step in with full context
- Questions from clients, lenders, or title companies can be answered immediately
- Compliance issues are identified before they become problems
- Your file is complete if it ever needs to be reviewed for any reason

The alternative is unacceptable: Agents who hold documents until closing and then dump everything into the system create compliance risk, can't be helped when problems arise, and often have incomplete files because things get lost along the way.

Comments Are Part of the File

Every conversation or decision that moves a transaction — who you spoke to, when, what they decided, what you did — gets a one-line comment on the Back Office file the same day. Back Office stamps your name, date and time; that stamp is most of the value. If a transaction is questioned a year from now, a dated note written at the time is worth more than anyone's memory.

A note never replaces the document: the comment is the index of what happened, the upload is the proof. If an email or text authorized a change, print it and upload it.

Never write anything about a customer or another agent you would not want read aloud at a hearing; no venting, no opinions about people. A good file with one bad sentence in it is worse than a file with nothing in it.

Opening Transaction Files

When to Open a File

A Back Office file must be created as soon as you sign any brokerage agreement with a client.

For Buyers:

- When a Touring Agreement is signed (yes, even for the first showing)
- When a Showing Agreement is signed
- When an EBBA is signed

For Sellers:

- When an Exclusive Right of Sale Agreement is signed
- When an Exclusive Right of Lease Agreement is signed

This timing isn't arbitrary — it aligns with Florida's five-year file retention requirement. Once any of these agreements is signed, we have a compliance obligation to maintain that file for five years. The file must exist in our system from the moment that obligation is triggered.

Do NOT Use the Offers Section

BoldTrail Back Office has an "Offers" feature that was designed for a different era — when agents sometimes worked with buyers without any signed agreement. Since buyer brokerage agreements are now mandatory from the first showing, the Offers section no longer fits our workflow.

All signed brokerage agreements require a client file. Use the standard buyer or seller transaction files. Do not use the Offers section.

Opening a Buyer File

When creating a new buyer file in Back Office:

Required Fields:

- Client name(s)
- Contact information (phone, email)
- Transaction Name (this is the only name field available at file creation)
- **Buyer Agreement Date** — the date your brokerage agreement (Touring Agreement, Showing Agreement, or EBBA) was signed
- **Buyer Agreement Expiration Date** — when your agreement expires (leave blank for Touring Agreements that have no expiration)
- Assigned agent

Status: Set to "Opportunity" when opening a new buyer file

Documents to Upload Immediately:

- Signed Touring Agreement, Showing Agreement, or EBBA
- Pre-approval letter or proof of funds (if available)

Opening a Seller File

When creating a new seller file in Back Office:

Required Fields:

- Client name(s)
- Contact information (phone, email)
- Property address
- List price

- Listing date
- Listing expiration date
- Assigned agent

Status: Set to "Active" when the listing goes live in MLS, or "Opportunity" if you're preparing the listing but it's not yet active

Documents to Upload Immediately:

- Signed Exclusive Right of Sale Agreement (Transaction Broker version)
- Seller's Property Disclosure
- Lead-Based Paint Disclosure (if applicable)
- CMA documentation with your pricing recommendation
- Any HOA documents or community restrictions

Transaction Status Management

Back Office uses five status categories. Keep your transaction status current — this affects reporting, pipeline visibility, and broker oversight.

Status Definitions

Opportunity

- Buyer file opened but no property under contract yet
- Listing in preparation but not yet active in MLS
- Use this status when you have a signed agreement but no active transaction

Active

- Listing is live in MLS and available for showings
- Not applicable to buyer files (buyers don't have an "Active" status — they're either Opportunity or Pending)

Pending

- Contract has been executed and accepted by all parties
- Transaction is working toward closing
- Both buyer and seller files should be moved to Pending when a contract is fully executed

The Acceptance Date and moving to Pending. The Acceptance Date field means an executed contract. Before you move a file to Pending, check that the contract is signed by every buyer and seller with every page initialed, and upload it. Then enter the Acceptance Date and move the file to Pending the same day. Moving the file to Pending is your job. (The Pending dialog requires a title officer contact — add the closing agent from the contract.)

When a contract dies. If a buyer's contract dies, the file is Cancelled; it is never backed down to Opportunity with the date left on it. A new offer for the same customer is a new file (Edit › Create a copy), so each contract keeps its own record. A buyer who cancels in writing inside the inspection period, with no deposit ever posted, can be closed out as Cancelled on the written notice and the buyer's signed release.

Closed

- Transaction has closed and funded
- All documents have been uploaded
- This status triggers compensation calculation and payment processing

Cancelled

- Transaction terminated before closing
- Listing expired, withdrawn, or cancelled
- Buyer decided not to purchase or agreement expired

Status Update Timing

Update status within 24 hours of any change:

- Contract accepted → move to Pending
- Closing completed → move to Closed
- Deal falls through → move to Cancelled (or back to Active for listings that return to market)
- Listing expires → move to Cancelled

You own every field on your file. When a closing date, price or contingency date changes, update it in Back Office the same day you learn of it. The office checks files against the contract and corrects what it finds, but keeping your file current is your job. A file whose price, status or closing date does not match the executed paperwork is an audit finding against the agent.

Document Requirements by Transaction Stage

How to File Documents in Back Office (house convention, July 2026)

Uploading isn't filing. The house standard:

- **Operative documents get a real name:** `EXECUTED — <form> — <address> — <date>` (e.g., `EXECUTED — AS IS Contract — 123 Main St — 2026-08-01`). The executed copy is **attached to its checklist item**, not left floating in unsorted.
- **Superseded versions** stay in the file, renamed so nobody signs the wrong one: `v1 OFFER (superseded) — ...`
- **Duplicates** get renamed `DUPLICATE — do not use` — never deleted.
- **A checklist task that genuinely doesn't apply** gets an **exemption with a reason** — never deleted, never left dangling. ("Cash deal — no financing addendum" is an exemption; a blank unchecked task is a red flag the audit will catch.)
- **Upload as you go** — documents go in as they're completed, not held for closing.

Buyer Transaction Documents

At File Opening (Opportunity Stage):

- Touring Agreement, Showing Agreement, or EBBA
- Pre-approval or proof of funds
- Buyer personal information sheet

When Going Under Contract (Pending Stage):

- Purchase contract (fully executed)
- All addenda (AS IS, financing, HOA, etc.)
- Earnest money receipt/deposit confirmation
- Evidence of compensation negotiation in contract (if seller-paid)
- Provide buyer with utility and HOA contacts (see note below)

Important — Utility and HOA Contacts: Within 48 hours of contract execution, provide your buyer with contact information for all relevant utilities (electric, water, gas, internet, etc.) and the HOA management company if applicable. Setting up accounts takes time, and buyers need everything active when they move in. Include a caveat that they should avoid paying any deposits or fees that would be non-refundable until after the inspection period ends — in case the deal falls through.

During Contract Period:

- All counteroffers and amendments
- Inspection reports
- Repair requests and responses (if any)
- Appraisal-related documents (if issues arise)
- Extension agreements (if applicable)
- Any additional addenda

At Closing:

- Closing disclosure
- Settlement statement (HUD-1 or equivalent)
- Commission disbursement authorization

Seller Transaction Documents

At File Opening (Active Stage):

- Exclusive Right of Sale Agreement (TB version — **current revision only**; using a superseded form revision is an audit finding)
- **Seller's Net Proceeds estimate** (the Manatee Calculator output from the listing appointment)
- Seller's Property Disclosure
- **HOA/Condo Addendum signed by the seller** (when applicable — seller-signed, not just prepared)
- **Flood Disclosure (FD-2)** — every residential listing
- **FSP Photography/Videography Consent** — signed by the seller before the shoot is ordered
- Manatee Title Affiliated Business Disclosure
- Lead-Based Paint Disclosure (if applicable)
- CMA with pricing recommendation documented
- **Stellar Data Entry form** (or Owners Authorization) signed by all owners — every listing
- **MLS Options for Property Owners** form for an Office Exclusive or Coming Soon listing, with the **MLA-6** release for Office Exclusive — signed by all owners, the broker, and the agent at the listing appointment
- Photography order/confirmation

When Going Under Contract (Pending Stage):

- Purchase contract (fully executed)
- All addenda
- Earnest money deposit confirmation
- Buyer's pre-approval or proof of funds

During Contract Period:

- All counteroffers and amendments
- Inspection reports (if shared with seller)
- Repair requests and seller's responses
- Extension agreements (if applicable)
- Listing agreement extensions (if needed — see Section VI)

At Closing:

- Closing disclosure
- Settlement statement
- Commission disbursement authorization

Contract Review Requirements

When Review is Required

Mentor Program Agents: Every offer must be reviewed and approved before submission. No exceptions. See Section VII for details.

All Other Agents: Review is always available at no cost and is strongly encouraged, but not mandatory after you've demonstrated competence.

How to Request Review

Send your draft contract to any of the following:

- The broker
- Your Zillow team leader (if applicable)
- Your mentor (if applicable)
- The office manager

Allow adequate time for review — don't send a contract at 4:55 PM expecting feedback before a 5:00 PM deadline. If you're in a time crunch, communicate that clearly when you send the request.

What We're Reviewing For

Contract review ensures:

- All terms match what your client agreed to
- Nothing in the contract will create problems during the transaction
- Deadlines are realistic and achievable
- Compensation is properly documented
- Required disclosures and addenda are included
- The contract is complete with no blanks that should be filled

Common Contract Issues We Catch

This list is rebuilt from what our contract audits actually find, over and over, across the whole office. Learn these and you're ahead of 90% of the errors:

The financing block (§2/§8 — where the money gets hurt):

- **Financing written as a DOLLAR AMOUNT instead of a percentage** — the single most common serious error. A dollar amount (or an artificially low %) quietly destroys the buyer's appraisal protection.
- **Loan Approval Period blank or left at the 30-day default** when closing is more than 30 days out — the contingency dies mid-deal and the buyer's deposit goes at risk. Write the Loan Approval Period as the number of days from offer to closing (a 45-day closing gets 45), so it never runs out before closing.
- **Maximum interest rate blank**, or the rate-type boxes left ambiguous.

The escrow block:

- Escrow agent listed as "TBD," left partial, or naming an individual person instead of the firm — name, address, phone, and email, complete, every time.

Dates:

- **"On or before" closing dates** — meaningless and dangerous; use a specific date.
- Acceptance deadline (§3) blank — an offer with no expiration.
- Contracts sitting unexecuted past their own acceptance deadline.

Riders and addenda (§19 — cross-check both ways):

- A rider box checked with no rider attached, or a rider attached with no box checked.
- HOA/condo addendum missing when applicable; unused checkbox sections left dangling instead of marked N/A on the first line.

Housekeeping that turns into money:

- §1(d) personal property blank when the walkthrough conversation clearly happened (the microwave is the classic omission).
- §9(f) mis-selected on buyer-side files.
- Back Office price or status not matching the actual contract.
- Fee amounts inconsistent with the EBBA.

Every one of these has a training module on the Agent Hub — when an audit flags one on your file, the coaching email links you straight to the clip that covers it.

Title Company

Manatee Title is the brokerage's affiliated and preferred closing agent. Recommend it, and default to it on your own listings and on offers you write, for the reasons that matter to the customer — responsiveness, the working relationship, a clean escrow receipt. The choice is always the customer's: on an AS IS contract the seller designates the closing agent and pays for the owner's policy, and you may never condition anything on the customer's choice of title company. Give the Affiliated Business Disclosure every time (Section XIX). Read every escrow

receipt before the inspection period runs — at least one local escrow holder's receipt lets it deduct its own invoices from the deposit on cancellation.

Earnest Money Handling

We Do Not Hold Escrow

Our brokerage does not maintain an escrow account. All earnest money deposits go directly to the title company. This is by design — it keeps us out of the chain of custody and reduces liability for everyone.

Best Practice: Stay Out of the Chain of Custody

Whenever possible, do not take physical custody of earnest money. The fewer hands it passes through, the better.

Preferred methods (in order):

1. **Wire transfer directly to title company** — Buyer wires funds directly to the title company. Cleanest option.
2. **Buyer delivers check to title company** — Buyer takes their check directly to the title company. You're never involved.
3. **Buyer's agent delivers check to title company** — If you're the buyer's agent and the buyer insists on giving you a check, you deliver it to the title company (see timing below).

If You're the Buyer's Agent and Receive a Check

Sometimes buyers will insist on handing you a check. If this happens:

The check must be made out to the title company — not to our brokerage, not to you, not to the seller.

Delivery timing: Deliver the check to the title company by close of business the next business day. This applies even if the contract allows three days for deposit. Don't hold onto it — get it to the title company immediately.

Get a receipt: Obtain written confirmation from the title company showing the check was received. Upload this receipt to Back Office.

If You're the Listing Agent

Do not accept earnest money checks from the buyer's agent. Instead:

- Provide the buyer's agent with the title company's contact information and address
- Have them deliver the check directly to the title company
- Confirm with the title company that the deposit was received

Why this matters: If you take custody of a check and something goes wrong — it gets lost, there's a dispute, the check bounces — you're now in the middle of a mess that wasn't yours to begin with. Let the responsible party (the buyer or buyer's agent) handle delivery to the title company.

Never Accept Postdated Checks

Under no circumstances may you accept a postdated check as earnest money. A postdated check is not a valid deposit — it's a promise to provide a deposit later. If a buyer can't provide funds now, document that in the contract with appropriate timing.

Earnest Money Disputes

When a contract falls through and there's a dispute about who receives the earnest money:

Both parties must sign a release. We cannot release earnest money based on one party's claim alone.

Use the **Release of Contract and Deposit** form to document the agreed-upon distribution of funds. Both buyer and seller must sign. Upload the signed release to Back Office.

If the parties cannot agree:

- The funds may remain in escrow pending resolution
- The broker will advise on next steps
- In some cases, interpleader (court-ordered resolution) may be necessary

- See Section XVIII for dispute procedures

Inspection Period Management

The inspection period is one of the most critical phases of any transaction. Proper management of this period protects your buyer while keeping the transaction on track.

Standard Inspection Period

As covered in Section VII, we recommend requesting **15 days** for the inspection period unless there's a specific reason for a different timeframe.

Key Deadlines During Inspection

Know these dates and track them carefully:

Contract Acceptance Date: When the last party signs — this starts the clock on inspection period

Inspection Period End Date: The deadline by which your buyer must decide whether to proceed with the purchase, cancel the contract, or have all repair negotiations fully resolved. This is NOT the deadline to submit repair requests — see below.

Repair Requests Must Be Made Early: If your buyer wants to request repairs, submit the request several days before the inspection period ends. Repair requests often require negotiation, and sellers may need time to obtain estimates before responding. If you wait until the last day to submit a repair request, you've left no time to work through the back-and-forth — and your buyer may lose their right to cancel if the deadline passes without resolution.

When to Extend the Inspection Period: If there's any doubt that repair negotiations will be fully resolved before the deadline, extend the inspection period before it expires. It's much easier to negotiate an extension while you still have time than to scramble after the deadline has passed.

SPDR Documentation Checkpoints

At inspection period start: Confirm SPDR has been reviewed with buyer and documented. If Section 7 has any YES answers, confirm broker was consulted and sinkhole assessment protocol is in motion.

During inspection period: If inspection findings are consistent with a SPDR disclosure (e.g., visible cracking on a property with Section 7(a) YES), document in Back Office immediately and call the broker.

Before exiting inspection period: Confirm all SPDR documentation is in the file. Confirm any written buyer declinations are uploaded. Do not allow the period to expire with unresolved SPDR-flagged conditions without broker consultation.

> 🔴 **REQUIRED** — Written buyer declinations of recommended inspections must be in Back Office before inspection period expires.

Buyer's Options During Inspection Period

Under a typical AS IS contract in Florida, during the inspection period your buyer can:

1. **Accept the property as-is** and proceed to closing
2. **Request repairs** (which the seller can accept, reject, or counter)
3. **Cancel the contract** for any reason and receive their earnest money back
4. **Let the period expire** which typically constitutes acceptance

Your job: Make sure your buyer understands these options and the deadline by which they must act. A buyer who misses the inspection period deadline may lose their ability to cancel without forfeiting earnest money.

Repair Request Procedures

If your buyer wants to request repairs:

1. Review the inspection report with your buyer
2. Identify items that genuinely warrant repair requests (not wish lists)

3. Prepare the repair request using the appropriate form
4. Submit before the inspection period deadline
5. Document everything in Back Office

Set realistic expectations: Sellers are not obligated to make repairs on AS IS contracts. Repair requests are negotiations — some sellers will accommodate reasonable requests, others won't budge. Prepare your buyer for various outcomes.

When Inspections Reveal Serious Issues

Sometimes inspections uncover problems that change the entire calculus of the transaction — major foundation issues, hidden water damage, mold, environmental contamination, etc.

Your role:

- Present the information to your buyer objectively
- Help them understand the scope and potential cost of issues
- Recommend they consult appropriate professionals (contractors, engineers, environmental specialists) if needed
- Support whatever decision they make — whether that's proceeding, requesting concessions, or canceling

Do not:

- Tell your buyer what to do (that's their decision)
- Minimize serious issues to keep the deal together
- Exaggerate minor issues to kill a deal
- Provide estimates on repair costs (you're not a contractor)

Disclosure Documentation During the Inspection Period

The inspection period is when disclosure review — including the SPDR — must be completed and documented. Do not defer this to closing.

Documentation checkpoints:

- SPDR reviewed with buyer — note entered in Back Office Comments specifying sections discussed
- Any red flags identified and communicated in writing
- If buyer declines a recommended inspection (sinkhole, structural, mold, etc.): written declination in file before inspection period ends
- Same-day email to buyer confirming what was discussed and what decisions were made

> 🔴 **REQUIRED: If Section 7(a) of the SPDR is YES — call the broker before any further action. Document this call in Back Office Comments.**

> 🕯️ **SEE APPENDIX A** — Sinkhole Reference Guide | 📋 **SEE APPENDIX B** — Document Review Quick Reference

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Short Sales: Special Considerations

Short sales — where the seller owes more than the property is worth and needs lender approval to sell — have unique inspection period considerations.

The Florida AS IS Contract and Short Sales

Under the standard Florida AS IS contract with a short sale addendum, the inspection period typically doesn't begin at contract execution. Instead:

The inspection period is typically triggered by written approval from the seller's lender(s).

This means your buyer may have a fully executed contract, but their inspection period hasn't started yet because lender approval is pending. This can take weeks or months.

Why This Matters

Earnest Money Timing: Don't tie up your buyer's earnest money prematurely. If inspection period triggers are tied to lender approval:

- Consider whether initial earnest money should be minimal or zero
- Structure deposits to increase after lender approval
- Make sure your buyer understands their money could be tied up during a lengthy approval process

Inspection Scheduling: Don't schedule inspections until the trigger event occurs. Scheduling inspections before lender approval means:

- Your buyer pays for inspections on a deal that might not be approved
- If approval comes months later, the inspection may be stale
- You're creating costs without certainty

Contract Cancellation: If the deal hasn't triggered inspection period, your buyer's cancellation rights may be different. Know what your specific contract says and advise accordingly.

Broker Consultation Required

Short sales are complex. Before writing a short sale contract or advising a buyer on short sale strategy, consult with the broker. There are too many variables to cover in this manual, and getting it wrong can cost your buyer money or trap them in unfavorable situations.

Amendment & Addendum Procedures

Contracts change. Closing dates get extended, repair agreements are reached, terms are modified. All changes must be properly documented.

WARNING: Do Not Draft Legal Language

This is where agents get into serious trouble.

The basic AS IS Addendum and similar forms are essentially blank documents — they contain spaces for party names, dates, and property address, but the substance must be written by whoever fills it out. This is dangerous territory.

Most states prohibit non-lawyers from drafting contracts. It is generally acceptable for real estate professionals to insert factual information — like party identities, property identifiers, and amounts — into blank attorney-approved form agreements. But making modifications beyond factual information or offering legal interpretations of provisions likely constitutes the unauthorized practice of law.

Several court cases highlight the consequences of realtors engaging in the unauthorized practice of law. Attempting to draft custom provisions may unintentionally create ambiguous or unenforceable language, exposing you and your clients to unnecessary legal risks.

Customer-supplied documents — including AI-drafted ones (broker determination, July 29, 2026):

A growing pattern: customers arrive with polished, lawyer-sounding documents — often drafted with AI — and ask the agent to "just clean it up" or put it on letterhead. The line is this:

- **Permitted (ministerial):** transcribing wording the customer supplied, verbatim, into a form or document — you are a scribe, not a drafter.
- **Not permitted (UPL — decline and escalate to the broker):** selecting which provisions to use, drafting language that creates obligations (especially releases or waivers running to people who aren't parties to the contract), or advising on notary and execution formalities.

When in doubt, stop and bring it to the broker before anything is signed. "The customer wrote it" does not protect you if you shaped it.

What you CAN safely write:

- "Buyer and Seller agree to extend the closing date and the loan approval date to December 15, 2025."

Remember: When extending a closing date, always extend the loan approval date to match. If you extend closing but leave the original loan approval deadline in place, you've created a problem.

What seems simple but can still cause problems:

Even basic-sounding language can backfire. Consider these examples:

- "Seller agrees to credit Buyer $1,500.00 at closing toward repairs."

The problem: The word "repairs" can trigger lender scrutiny. The lender may ask "What repairs?" and require inspections, estimates, or proof of completion before they'll close. A credit "toward closing costs" flows through underwriting smoothly. A credit "toward repairs" can delay or kill your deal.

- "The refrigerator located at the property is included in the sale."

The problem: Which refrigerator? If there's one in the kitchen and one in the garage, the seller could argue they only meant the garage refrigerator — or vice versa. The buyer thought they were getting the nice stainless steel kitchen fridge; the seller meant the old one in the garage. Now you have a dispute over language you wrote.

What you should NOT write:

- Complex contingency language
- Provisions that interpret other contract terms
- Language that creates new legal rights or obligations
- Anything involving subjective standards ("satisfactory," "acceptable," etc.)
- Escalation clauses
- Any provision you copied from the internet or another transaction

A provision drafted and added to or deleted from the contract is especially problematic if the change conflicts with some other term of the contract. Contracts work as a whole with one paragraph often referring to another. Brokers may not always consider that a change to a provision in paragraph 12 may affect rights in paragraph 5.

The Rule: If what you need to write is anything more complex than a simple, factual statement like "Buyer and Seller agree to extend the closing date and loan approval date to October 30th," contact the broker. The broker can either assist with appropriate language or advise whether the situation warrants an attorney. Just as you shouldn't act as an attorney, you're not always in the best position to know when a client needs one — let the broker make that call.

Seller Credits: Get Lender Approval for Your Language

When negotiating seller credits for a buyer who is financing their purchase, **the specific wording you use matters to the lender.**

Lenders have strict rules about seller credits:

- Credits can only be applied toward closing costs and prepaids — never toward the down payment
- Credits cannot exceed the buyer's actual closing costs (excess is forfeited, not refunded)
- Maximum credit percentages vary by loan type (typically 3–6% depending on down payment and loan program)
- Credits labeled as "repair credits" trigger additional lender requirements — underwriters may require inspections and proof that repairs were completed before closing

The critical distinction: A credit worded as "$5,000.00 toward closing costs" is treated very differently than "$5,000.00 for roof repairs." The first flows smoothly through underwriting. The second may require roof inspections, contractor certifications, and proof of completed work before the lender will close — potentially killing your deal or causing significant delays.

Best practice: Before finalizing any addendum involving seller credits to a financed buyer, run the proposed language by the buyer's lender. A quick call or email to confirm the wording won't create underwriting problems takes five minutes and can save your transaction.

When in doubt, contact the broker.

Right Form, Right Property, Current Revision

Two form-selection rules our audits now enforce:

1. **The right contract for the property type.** Vacant land goes on the **Vacant Land Contract (VAC)** — never the residential AS IS form. A vacant lot papered on the residential contract omits land-specific protections (feasibility, utilities availability, lot/legal matters) and has already forced a mid-deal re-paper at this office. When in doubt about which contract fits, ask before writing.
2. **Current revision only.** Use the current revision of every Florida Realtors form (e.g., ERS-21tb, not the superseded 20tb or 18tb). Old revisions are missing post-NAR and statutory updates. All forms come from **Back Office** — if you pull from a saved personal template, you will eventually write on a dead form.

When to Use Which Form

Addendum: Used to add provisions not in the original contract

- Additional contingencies
- Special conditions
- Property inclusions/exclusions not originally addressed

Amendment: Used to modify existing contract terms

- Closing date changes
- Price adjustments
- Deadline extensions

Many changes can be handled with either form. The key is that both parties must sign, and the document must clearly identify what's changing.

Proper Execution

Every addendum or amendment must be:

1. In writing (no verbal modifications)
2. Signed by all parties to the original contract
3. Dated
4. Uploaded to Back Office immediately

Initials are not enough. A contract modification requires full signatures from all parties, not just initials in the margin.

Common Amendments

Closing Date Extension:

- Use when closing needs to be delayed
- Document the new closing date clearly
- Note any conditions attached to the extension

Price Adjustment:

- Use when the parties agree to a price change (post-appraisal, after repair negotiations, etc.)
- Clearly state the new price
- Address any changes to earnest money if applicable

Repair Agreement:

- Document what the seller agrees to repair or credit
- Be specific about the scope of work or credit amount
- Include any conditions (licensed contractor, completion deadline, etc.)

Closing Coordination

The Agent's Role

As emphasized in Section VII, you are the quarterback of your transaction. You don't personally handle every task, but you're responsible for ensuring everything gets done.

Pre-Closing Checklist

In the two weeks before closing, verify:

Title & Settlement:

- [ ] Title work completed and clear (or issues resolved)
- [ ] Closing disclosure prepared and reviewed
- [ ] Settlement statement balanced

- [ ] Wire instructions verified (watch for fraud — see below)

Financing (if applicable):

- [ ] Loan approved and clear to close
- [ ] Appraisal completed and value sufficient
- [ ] All lender conditions satisfied
- [ ] Final loan documents ready

Inspections & Repairs:

- [ ] All agreed-upon repairs completed
- [ ] Final walk-through scheduled
- [ ] Any credits properly reflected in settlement

Documentation:

- [ ] All contract documents uploaded to Back Office
- [ ] Any outstanding signatures obtained
- [ ] Compensation confirmed on settlement statement

Logistics:

- [ ] Closing date/time/location confirmed with all parties
- [ ] Buyer has funds ready for closing (wire transfer timing)
- [ ] Keys/access arrangements confirmed

Wire Fraud Warning

Wire fraud is a serious and growing threat in real estate transactions. Criminals hack email accounts and send fraudulent wire instructions, stealing buyers' down payments and closing funds.

Protect your clients:

- Never send wire instructions via email
- Advise buyers to verify wire instructions by calling the title company directly using a phone number they've independently verified (not a number from an email)
- If wire instructions seem to change at the last minute, treat it as a fraud attempt until verified
- Report any suspicious activity immediately

If your client wires money to a fraudulent account, that money is almost always gone forever. Take this seriously.

Final Walk-Through

Schedule the final walk-through as close to closing as possible — ideally the day before or morning of closing.

Purpose of the walk-through:

- Verify the property is in the condition agreed upon
- Confirm any agreed-upon repairs were completed
- Ensure all included items (appliances, fixtures) are present
- Check that the seller has vacated (if they should have)

If issues are discovered:

- Document them immediately
- Contact the listing agent
- Determine whether closing should proceed or be delayed
- Consider holding funds in escrow for unresolved issues

Day of Closing

For Buyer's Agent:

- Confirm your buyer has valid ID
- Review closing documents with your buyer (you're not providing legal advice, but you can help them understand what they're signing)
- Ensure all signatures are obtained
- Verify the check amount or wire transfer was received
- Confirm key handoff arrangements
- Collect any items you need from the closing (commission authorization, copies of documents)

For Listing Agent:

- Confirm your seller has valid ID
- Ensure all signatures are obtained
- Coordinate key/access handoff
- Remove lockbox and sign (or arrange for removal)
- Collect commission authorization

Post-Closing Obligations

The transaction isn't complete when the papers are signed. Several tasks remain.

File Completion

Within 48 hours of closing:

1. **Upload all final documents** to Back Office:

- Final closing disclosure
- Settlement statement
- Commission disbursement authorization
- Any documents signed at closing

1. **Update transaction status** to "Closed"

1. **Verify commission calculation** in Back Office matches what you expected

Property Items

For Listing Agents:

- Remove sign within 24 hours of closing
- Return sign and lockbox to office
- Check in lockbox with admin (verify it's recorded)

For Buyer's Agents:

- Ensure keys were delivered to buyer
- Verify buyer has utilities active and HOA transfer is in process
- Deliver any materials you were holding (survey, warranties, etc.)

Client Follow-Up

Within one week of closing:

- Send a thank-you note or card
- Request a review or testimonial (if appropriate)
- Add to your past client database for future nurture

Long-term:

- Anniversary touches (closing anniversary, etc.)
- Market updates for their area
- Holiday/seasonal contact
- Referral requests as appropriate

Zillow Preferred Transactions

As covered in Section VII, Zillow Preferred transactions require additional steps:

- Upload the closing statement in the Premier Agent app within four days of closing, so Zillow can confirm its fee
- Missing or late Premier Agent records put your place on the Zillow team at risk

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Commission Disbursement

Lead Source Tracking: Know Where Your Business Comes From

There's an old saying in real estate: *"The greatest compliment you can give me is referring me to your family and friends."* Referrals are the lifeblood of a mature real estate business — but you can't nurture what you don't track.

We require a clear indication of how each customer came to you. BoldTrail Back Office includes lead source codes for this purpose — Zillow Flex Lead (the Back Office lead source for Zillow Preferred customers is still named "Zillow Flex"), Realtor.com, Walk-In, Call-In (for leads from floor time), Referral from Past Client, Sphere of Influence, and others. As your business develops, you'll use codes that reflect your specific lead generation activities.

Why this matters for you:

- Understanding where your business comes from tells you where to invest your time
- If Zillow leads convert at 12% but past client referrals convert at 75%, that's actionable intelligence
- Tracking referral sources shows you which past clients are your best advocates — and who might need a gentle reminder that you appreciate referrals
- Your business plan should be driven by data, not guesses

Why this matters for the brokerage:

- We need to understand which lead sources are working across the office
- Team programs like Zillow Preferred require accurate tracking for compliance and performance measurement
- Aggregate data helps us make better decisions about where to invest brokerage resources

How to document it:

1. Select the appropriate lead source code in Back Office when opening the file
2. Add a note with more detail — the code tells us "referral from past client," but the note should say *"Mr. and Mrs. Johnson referred their neighbor to me after I helped them buy their home in Terra Vista last year."*

This level of detail helps you remember who your best referral sources are. When you notice that the Johnsons have sent you three clients in two years, that's someone who deserves a thank-you gift and a prominent place in your nurture system.

How You Get Paid

Commission disbursement follows a specific process:

1. **Transaction closes** and title company disburses funds
2. **Brokerage receives the commission** from the title company
3. **You submit** (or admin verifies) all required documentation is in Back Office
4. **Commission is calculated** per your Commission Addendum
5. **Check is issued** according to our payment schedule

Payment Schedule

Standard Timeline:

- Commissions received and documented **by Wednesday**
- Checks issued the **following Friday**

If your closing happens on Thursday, you've missed that week's cutoff — your check will be issued the Friday after next.

What Can Delay Payment

Incomplete file: If required documents are missing from Back Office, your payment will be held until the file is complete.

Missing sign/lockbox: Commission checks may be held until the sign and lockbox from sold listings are returned to the office.

Outstanding balance: If you owe the brokerage money (lost lockbox fees, marketing charges, etc.), your check may be held until the balance is resolved. Note: We cannot deduct amounts owed from your commission check (IRS independent contractor rules), but we can hold payment.

Commission dispute: If there's a dispute about who earned the commission or how it should be split, payment may be held pending resolution.

Reviewing Your Commission

Before or shortly after payment, verify:

- The transaction closed at the correct price
- Your commission percentage is correct for your current tier
- Any referral fees were properly deducted
- The BHHS royalty was correctly calculated
- Your split matches your Commission Addendum

If something looks wrong, contact the broker or office manager immediately. Errors are easier to fix promptly than months later.

Problem Transactions: When Things Go Wrong

Not every transaction closes smoothly. Here's how to handle common problems.

Transaction Falls Through Before Closing

When a deal cancels:

1. **Document the reason** for cancellation in Back Office notes
2. **Handle earnest money** per contract terms:

- If buyer cancels within inspection period: earnest money typically returns to buyer
- If buyer defaults outside contingency periods: seller may be entitled to earnest money
- Get both parties to sign a Release of Contract and Deposit

1. **Update transaction status** to Cancelled — the next offer for the same buyer is a new file (Edit > Create a copy); on a Zillow customer, take the deal out of Pending in Premier Agent the same day
2. **For listings:** Return to Active status in MLS if the seller wants to continue marketing
3. **Update your Back Office file** status accordingly

Disputes Between Parties

If buyer and seller are in dispute:

Your role: You are not a mediator, arbitrator, or judge. Your job is to:

- Present facts accurately
- Communicate each party's position to the other (through appropriate channels)

- Recommend they seek legal counsel if the dispute is serious
- Document everything
- Consult with the broker

What you should NOT do:

- Take sides (even with your own client, be measured)
- Provide legal advice
- Make promises about outcomes
- Pressure either party to accept a resolution

See Section XVIII for formal dispute procedures.

When You Need Broker Involvement

Contact the broker when:

- A party threatens legal action
- There's a dispute about earnest money
- You're unsure how to handle a contract issue
- Deadlines are at risk and you need guidance
- Either party is behaving unreasonably or making threats
- You discover a material issue that affects the transaction
- You suspect fraud or misrepresentation
- Anything feels "off"

The broker has seen most problems before and can help you navigate them. Don't wait until a small issue becomes a big one.

Summary

BoldTrail Back Office:

- System of record for all transactions
- Open files when brokerage agreements are signed
- Upload documents as completed — not at closing
- Keep status current (Opportunity/Active/Pending/Closed/Cancelled)
- A one-line comment the same day for every conversation or decision that moves the deal; nothing you wouldn't want read aloud at a hearing
- Acceptance Date = executed contract; check every signature and initial, upload, and move the file to Pending yourself
- A dead contract is Cancelled; the next offer is a new file (Edit › Create a copy)
- You own every field on your file — update closing date, price and contingency dates the same day they change
- Do NOT use the Offers section

Required Fields for Buyer Files:

- Buyer Agreement Date and Expiration Date
- Client information and assigned agent
- All documents uploaded in real-time

Contract Review:

- Mentor Program agents: mandatory before submission
- Everyone else: always available, strongly encouraged

Title Company:

- Manatee Title is preferred: recommend it and default to it, never require it
- Give the Affiliated Business Disclosure every time; read every escrow receipt

Earnest Money:

- We do not hold escrow — all deposits go directly to the title company
- Best practice: Never take custody of a deposit check if you can avoid it
- Buyer's agent: If you must accept a check, deliver to title company by next business day
- Listing agent: Do not accept the check — direct the buyer or buyer's agent to deliver to title company, or provide title company contact info for wire transfer
- Never accept postdated checks
- Both parties must sign release if deal falls through

Disclosure Documentation During Inspection Period:

- SPDR review documented in Back Office Comments before inspection period expires
- Section 7(a) YES: broker call required and documented
- Buyer declination of recommended inspection: written acknowledgment in file
- Same-day email to buyer confirming disclosure discussion

Inspection Period:

- Track deadlines carefully
- Know your buyer's options
- Short sales: inspection period may trigger on lender approval, not contract date

Amendments/Addenda:

- All changes in writing with full signatures
- Upload to Back Office immediately

Closing Coordination:

- You're the quarterback
- Pre-closing checklist 2 weeks out
- Wire fraud vigilance
- Final walk-through close to closing

Post-Closing:

- Complete file within 48 hours
- Update status to Closed
- Remove sign/lockbox within 24 hours
- Follow up with client

Commission:

- Wednesday deadline → Friday payment
- Incomplete files delay payment
- Verify your commission calculation

Section VIII: Transaction Management Last Updated: November 2026 — Version 4.1 Next Review: Upon policy changes or annually, whichever comes first

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End of Section VIII

SECTION IX: MARKETING & ADVERTISING

Overview

Marketing and advertising are how we generate business — for ourselves, for our listings, and for the brokerage. Done well, marketing builds your reputation, attracts clients, and sells properties faster. Done poorly, it can damage the brand, violate regulations, and create legal liability.

This section covers the standards and procedures for all marketing and advertising activities. The rules here aren't arbitrary bureaucracy — they exist because violations have real consequences: BHHS brand violations can require expensive reprints, Florida advertising regulations carry penalties, and post-NAR settlement rules mean that language we used for decades is now prohibited.

The overarching principle: Nothing goes public without appropriate review. The level of review depends on the type of advertising, but every agent is expected to understand these requirements and follow them.

Broker Approval Requirements

Why Approval Is Required

All advertising must be approved by the broker before publication or launch. This applies to every medium: print, digital, signage, social media campaigns, promotional materials — everything.

Three reasons drive this requirement:

1. **BHHS Brand Compliance:** Berkshire Hathaway HomeServices has detailed brand guidelines that must be followed precisely. Violations can require expensive reprints, removal of materials, and in serious cases, franchise consequences. A logo placed incorrectly, a color that's off-spec, or a disclaimer that's missing — these seem like small things until you've paid to reprint 5,000 postcards.
1. **Florida Advertising Regulations:** Real estate advertising in Florida is heavily regulated by the DBPR and Florida Statutes. Requirements for team advertising are particularly complex. What seems like a reasonable advertisement to you might violate regulations you didn't know existed.
1. **Brokerage Cost Sharing:** The brokerage pays 50% or 100% of many advertising costs. We have a legitimate interest in ensuring that what we're paying for is compliant, effective, and represents the brand appropriately.

What Requires Approval

Everything that goes public requires some level of review:

Type of Advertising	Approval Requirement
Print advertising (magazines, newspapers)	Broker approval required before submission
Postcards, flyers, door hangers	See BHHS REsource Center exception below
Social media campaigns	Broker approval required if not pre-approved by BHHS
Agent websites (outside vendors)	Broker approval required before going live
Team names and team branding (any medium)	**Always** requires the Managing Broker's written approval — see Team Advertising section
Promotional giveaways	Broker approval required
Custom marketing materials	Broker approval required
Co-marketing with vendors	Broker involvement required

The BHHS REsource Center Exception

Materials processed through the **BHHS REsource Center** (Marketing REsource) are pre-approved by Berkshire Hathaway HomeServices for brand compliance. If you're creating postcards, flyers, or similar materials through the REsource Center using their templates, you do not need separate broker approval — **unless a team is involved.**

Why this exception exists: The REsource Center templates are professionally designed to meet all BHHS brand guidelines. Colors, fonts, logo placement, disclaimers — everything has been vetted. When you use these templates as intended, you're working within pre-approved parameters.

When the exception does NOT apply:

- Any materials involving team branding or team names
- Custom designs not based on REsource Center templates
- Materials where you've modified the templates beyond simple personalization
- Any advertising for properties in Terra Vista, Brentwood, or Davis Reserve (see Developer Communities section below)

Team Advertising

Agents who work together and advertise as a team follow Section XII, "Working Together and Advertising as a Team." Team names and branding need the Managing Broker's written approval.

BHHS Brand Standards

The Non-Negotiables

Berkshire Hathaway HomeServices provides detailed brand guidelines that must be followed precisely. Here are the key requirements:

The Quality Seal:

- Never appears alone — always used with the wordmark
- No distortion, scaling, or special effects
- No watermarking over images
- Must be at 100% opacity
- Cannot be modified in any way

Colors:

- BHHS Cabernet: Hex #552448
- BHHS Cream: Hex #EAE3D4
- These colors must be used exactly — no approximations

Typography:

- Georgia or Georgia Pro
- Regular weight
- Do not substitute other fonts

Logo Spacing:

- Specific clearance requirements based on X-height, Y-width, and Z-width of the logo
- Logo cannot be crowded by other design elements

DBA (Doing Business As) Sizing:

- Must be 66-85% of the X-height of the logo
- Centered under the logo
- Upper/lower case (except "REALTORS®" which is always all caps)

Absolute Prohibitions

The following are never permitted in any BHHS advertising:

- **Color changes:** Do not change the Cabernet color, attempt color variations, or use the logo in unapproved colors
- **Scaling distortion:** Do not stretch, compress, or distort the logo in any way
- **Unapproved fonts:** Use only Georgia or Georgia Pro
- **Special effects:** No shadows, glows, 3D effects, gradients, or other modifications to the logo
- **All-caps DBA:** Never set your DBA name in all capital letters (except "REALTORS®")
- **Warren Buffett references: Do not reference Warren Buffett or Berkshire Hathaway Inc.** in any advertising unless specifically provided by HomeServices of America. This is a serious brand violation.

Required Disclaimers

All advertising must include the required franchise disclaimer language indicating that the brokerage is independently owned and operated. The specific language depends on the type of advertising and placement — check with the broker if you're unsure what's required for a particular piece.

Brand Contacts

If you have questions about brand compliance:

- Monica Drenner, ext. 7910
- Sara Flammang, ext. 9611

Stellar MLS: Rules & Fines

Our MLS is **Stellar MLS**. The rules below are the ones that touch your daily work. The complete rulebook lives at rules.stellarmls.com — Stellar amends it frequently, and the live version controls if anything here has drifted.

Read this section like it's money, because it is. Stellar's software automatically scans every listing for violations, any subscriber can report a violation anonymously from a link on every listing, and most of the rules that matter carry **automatic fines with no warning and no grace period**. The odds of getting caught are essentially 100%, and the fines are real.

Your Stellar Account and Required Class

- Your Stellar MLS ID is your NRDS number, and multi-factor sign-in is required.
- Complete Stellar's required class, **Diving Into Stellar**, by your own due date or Stellar suspends your account. It also credits the listing-entry requirement. Sign-up is self-serve; the office tracks who has finished, but booking the class is your job.
- Through **February 1, 2027**, every FSP listing is approved by the office before it goes Active (same business day). New agents stay on approval after that.
- Stellar bills its fines to the agent (see The Fine System below).

The Fine System

Fines are billed to **you**, the agent. FSP policy: the agent who earned a fine pays it — including any brokerage-level fine the same infraction triggers. The brokerage will help you fight a fine that's genuinely unfair, but does not cover fines. Amounts you owe are paid directly to the brokerage/MLS — never handled as a commission deduction. An agent cannot transfer to another office with unpaid fines outstanding. And note: broker review of your listing is a second set of eyes, **not** a warranty — it does not move liability off you.

Automatic fines (no warning, no grace period):

	Level I	Level II	Level III — Severe
1st offense	$100.00	$500.00	$500.00
2nd offense	$250.00	$1,000.00	$2,500.00
3rd offense	$500.00	$5,000.00	Mandatory hearing
4th offense	$1,000.00 + hearing	Mandatory hearing	Mandatory hearing

General fines (lower-severity data-quality items): a courtesy warning first — fix it within **3 business days** and there's no fine. After that: $50.00 → $100.00 → $250.00 → $500.00 + mandatory hearing. Repeat the same violation deliberately and the warning step disappears.

Not fixing a fined listing costs extra: $25.00 at 7 business days uncorrected, and another $25.00 at 14, 21, and 28 days. Failure to correct AND pay within 30 days = suspension, plus a $250.00 reinstatement fee to get back in.

The full discipline ladder runs up to $15,000.00 per violation, suspension, and termination. You may appeal any sanction by requesting a hearing within 20 days.

The Violations That Will Actually Bite (know these cold)

Level III — $500.00 first offense, $2,500.00 second:

- **Late listing entry / Clear Cooperation.** Every mandatory listing must be in the MLS within **5 business days** of the signed listing agreement — or within **1 business day of ANY public marketing**, whichever comes first. Public marketing means *anything*: the yard sign going up, a social media post, a flyer, an email blast, even a "coming soon" text to an agent at another brokerage. ⚠️ **The sign in the yard starts the clock.** On a rush listing where the sign is up before the photographer arrives — take the sign down for the shoot and put it back after.
- **Any reference to buyer-broker compensation anywhere in the MLS** — remarks, photos, tours, attachments, any open text field. Concessions may be stated in **dollars only, never a percentage**.
- **Publicly marketing a listing that's in Temporarily Off Market status.**
- **Contacting the owner of record on another firm's active listing** without written permission — this applies to expired/FSBO-style prospecting on properties that are actually on market.
- **Sharing your MLS login with anyone outside the firm.** (Sharing inside the firm is Level II — $500.00. Login patterns are monitored. Unlicensed assistants need their own accounts; teams use Matrix Team Settings.)
- **Failing to produce a signed buyer brokerage agreement within 1 business day** of an MLS request. A written buyer agreement is required before touring any 1–4 unit dwelling — physical or live-virtual.

Level II — $500.00 first offense:

- Missing owner signatures on the listing or on changes
- Failing to move an unshowable listing to Temporarily Off Market within 2 days
- Listing manipulation (cancel/re-enter to reset days on market — CDOM only resets after 60 days off market)
- Missing the signed **MLS Options for Property Owners** form when requested (2 business days to produce). This form — signed and initialed by ALL owners, the agent, and the broker, no strikethroughs — is required for an Office Exclusive or Coming Soon listing. Get it from Back Office.

Level I — $100.00 first offense:

- Photo violations: branding, logos, people, text, or contact info in photos; **the broker's yard sign visible in a photo**; reusing another listing's photos without a license; virtual staging without the triple disclosure (photo description + MLS field + first words of public remarks)
- Price or status changes past deadline — the big four: price/terms within **2 days** of signed authorization; **Pending within 2 days** of the contract effective date; **Sold within 2 days** of closing; everything else within 2 days of authorization

General-schedule items ($50.00 after an unheeded warning): remarks content violations (no agent/office contact info, no URLs, no showing instructions, no gate codes — codes go in **ShowingTime only, nowhere else**), wrong Tax ID, non-narrative driving directions ("use GPS" is a violation), incomplete or inaccurate data.

Statuses and FSP's Rules for Them

- **Office Exclusive** — our recommended first stage: entered in Stellar, visible only inside our office, shown by our agents, **zero public marketing**; released to Active on the sellers' MLA-6 the day the photos land.
- **Active** — full MLS distribution. Never with one photo.
- **Coming Soon** — only when the seller asks; up to 14 calendar days, chosen at the first entry, automatic to Active on day 15, no days-on-market accrual, every ad labeled "Coming Soon."
- **Temporarily Off Market** — required within 2 days whenever a listing can't be shown; no marketing while in TOM.
- **Temporary Exclusion** and **Delayed Distribution** — on Stellar's form; FSP does not use them.

> Office Exclusive and Coming Soon run on the *MLS Options for Property Owners — Authorization* form (Back Office), signed at the listing appointment by all owners, the broker and the agent, with no changes or strikethroughs. Full procedure: Section VI, "How We List in Stellar," and Appendix F.

Stellar needs at least one front-exterior photo (slot 1) before a listing can go Active; until then it sits in "Incomplete" and purges after 30 days. FSP never makes a listing Active with one photo.

Where to Get Help

Compliance questions: ask the broker BEFORE entering the listing. Stellar's compliance desk is dataintegrity@stellarmls.com · 800-686-7451. Supra lockboxes and eKeys are unchanged — they remain with the Board of REALTORS®.

MLS Listing Compliance

Post-NAR Settlement Requirements

As of August 2024, compensation-related language is prohibited in MLS listings. This is not a suggestion — it's a rule enforced by our MLS with fines for violations.

Prohibited in MLS listings:

- Any reference to payment of compensation
- Any reference to bonuses
- Any reference to brokerage fees of any kind to cooperating brokers
- Phrases like "buyer's agent compensation," "co-op fee," "bonus to selling agent," etc.

What this means practically: Your listing remarks should describe the property, its features, and its benefits. They should not discuss how buyer's agents will be compensated. That conversation happens outside the MLS, through direct communication between brokers or through the purchase contract.

Required Photography Disclosures

Stellar has specific requirements for photography disclosures, and photo violations are automatic Level I fines:

Virtually Staged Photos:

Virtual staging is permitted for interior photos only, but requires disclosure:

1. Add "Virtually staged" to the photo description field
2. Check the "virtually staged" field in the MLS system
3. The first words of public remarks must read: **"One or more photo(s) was virtually staged."**

What virtual staging may include:

- Adding digital furniture, mirrors, artwork, plants to photos
- Removing existing furniture and replacing with digital alternatives
- General enhancement of empty or poorly furnished spaces

What virtual staging may NOT include:

- Any exterior photos (exteriors cannot be virtually staged)
- Removing or altering permanent fixtures
- Adding views that don't exist (editing in ocean views, landmarks not physically possible from the location)
- Removing negative elements (holes in walls, exposed wiring, damaged flooring, etc.)
- Distorting room dimensions (using small furniture to make rooms appear larger)
- Any branding

The Rule: Photos must always present a "true picture" of the property. You can stage an empty room with digital furniture. You cannot hide defects or create false impressions about the property's features or condition.

New Construction Listings:

When using photos of a previously completed home or artist rendering for new construction:

1. The photo must be of the same floor plan/model as the proposed home
2. The photo must be watermarked with **"EXAMPLE OF HOME"** across the top in easily visible font
3. The second photo must be of the actual lot being marketed
4. Upon completion of construction (if before closing), actual photos must replace the renderings
5. If the model, floor plan, or front elevation changes, the first photo must be updated to reflect the actual home to be built

Other MLS Photo Requirements

General Requirements:

- At least one front exterior photo or rendering is required
- The first (primary) photo must be of or from the subject property (except new construction as noted above)
- Front exterior photos must show a majority of the home/building
- Broker's yard signage may not be visible in photos

Prohibited in Photos:

- Company or agent logos
- Agent photos
- Compensation or bonus information
- Contact information for agent or office
- Graphics (except single Fact & Features List, MLS watermark, new construction watermark, or locale/business identifiers)

Virtual Tours:

- Only non-branded virtual tours may be linked to the MLS
- Third-party vendor contact information (non-interactive) is the only contact information allowed
- The virtual tour link must be a valid URL
- Cannot contain participant/subscriber names or links to third-party business or social networking sites

Model Home and Stock Photography

If you use photos of a model home or stock photography in your listing:

- Disclose this clearly in the listing remarks
- The same principles apply as virtual staging — you cannot mislead buyers about what they're purchasing
- Actual property photos are always preferred and should be used whenever possible

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Digital Marketing

Agent Websites

BoldTrail Website (Recommended):

Every agent receives an exceptional individual website through BoldTrail as part of your affiliation with the brokerage. This site includes:

- Your personal branding within BHHS guidelines
- IDX property search for your clients
- Lead capture tools
- Professional design that meets brand standards

We strongly recommend using the BoldTrail platform. It's state-of-the-art, already compliant with brand guidelines, and included at no additional cost. Additional templates are available for purchase directly from BoldTrail if you want enhanced features.

Buyers search on our websites. Never send a customer to a portal or outside search site (Zillow, Realtor.com, Stellar Home Search) that puts another agent in front of them. Stellar Home Search helps our listings, because inquiries go to the listing agent; it is for our listings, and our buyers search on our sites.

Outside Vendor Websites:

If you choose to use an outside vendor for your website:

1. **Final approval required:** Your website must be approved by the broker before going live
2. **Periodic audits:** Both the brokerage and BHHS conduct periodic audits to ensure ongoing compliance
3. **Your responsibility:** Maintaining compliance with brand guidelines and advertising regulations is your ongoing responsibility
4. **MLS data feeds:** Any website you operate other than the one the brokerage provides that displays MLS listings or offers an IDX search requires its own MLS data-feed authorization signed through the Managing Broker, and must be disclosed to him before it goes live. The brokerage-provided agent pages are covered by the brokerage's feed agreement.

Important Note: Since we implemented BoldTrail, no agent has used an outside vendor for their website. The BoldTrail platform is comprehensive and professional — consider carefully whether an outside vendor is worth the additional compliance burden.

Social Media Standards

Social media is a powerful marketing tool, but it's still advertising and must comply with all applicable requirements.

Pre-Approved Content:

Content created through BHHS-provided social media tools (Social Media REsource, BoldTrail social features) is pre-approved for brand compliance. You can post this content without separate broker approval.

Custom Campaigns:

Social media campaigns that are not created through BHHS-approved channels require broker approval before launch. This includes:

- Custom graphics or videos you've created
- Paid advertising campaigns on social platforms
- Any content that includes team branding
- Any content that deviates from BHHS templates

General Social Media Guidelines:

- Your profiles should clearly identify you as affiliated with Berkshire Hathaway HomeServices Florida Showcase Properties
- Do not make claims about rankings, market share, or performance without documentation
- Do not discuss compensation or fee structures in public posts
- Do not disparage other brokerages, agents, or competitors
- All fair housing rules apply to social media just as they do to any other advertising
- Remember that social media posts are permanent — even deleted posts can be captured and shared

Email Marketing

Email marketing through BoldTrail and BHHS-provided tools is pre-approved for brand compliance. If you're using outside email marketing platforms, ensure your templates comply with brand guidelines and include required disclaimers.

CAN-SPAM Compliance:

All commercial email must comply with CAN-SPAM regulations:

- Include your physical mailing address
- Provide a clear way to unsubscribe
- Honor unsubscribe requests promptly
- Don't use misleading subject lines
- Identify the message as an advertisement

Print Advertising

Approval Process

All print advertising requires broker approval before submission to publishers. This includes:

- Magazine advertisements
- Newspaper advertisements
- Any advertisement in printed periodicals

The Process:

1. Prepare your advertisement
2. Submit to broker for review
3. Receive approval (or revision requests)
4. Only after approval: submit to publisher

Lead Time: Allow adequate time for review. Don't wait until the publication deadline to request approval — if revisions are needed, you may miss your placement.

BHHS REsource Center Materials

Postcards, flyers, door hangers, and similar materials created through the BHHS REsource Center (Marketing REsource) do not require separate broker approval — **unless a team is involved.** The REsource Center templates are pre-approved for brand compliance.

Team Exception: Even REsource Center materials require broker review if they include team names or team branding. See the Team Advertising section above.

Print Design Standards

When creating print materials (whether for broker approval or through REsource Center):

- Follow all BHHS brand guidelines for colors, fonts, and logo usage
- Include required disclaimers
- Ensure all claims are accurate and documentable
- Include proper brokerage identification
- Do not include compensation or fee information
- Follow fair housing guidelines (no discriminatory language or implications)

Signage

Signage policies are covered in detail in **Section VI: Listing Policies**. Key points relevant to marketing:

Community Regulations:

- Many communities prohibit signs entirely, have size limitations, or require pre-approval
- Terra Vista: no signs of any kind anywhere inside the gates
- Brentwood: only the 8"×12" flat-black single-post sign on a freestanding home; no signs on townhomes; no open houses
- **Always research community regulations before installing any signage**
- Contact the broker with questions about specific communities

General Requirements:

- Use company-provided signs for standard signage
- Sign must be installed within 24 hours of listing going active (where permitted)
- Sign must be removed within 24 hours of closing

Personalized Signage

Riders from Approved Vendors: Name riders and similar personalization purchased through company-approved vendors do not require separate broker approval. These vendors understand our brand requirements and produce compliant materials.

Team Signs: Team signage follows Section XII, "Working Together and Advertising as a Team." Team names and branding need the Managing Broker's written approval.

Custom or Non-Approved Vendor Signs: All personalized signage beyond standard riders — and any signs ordered from vendors not pre-approved by the company — **require broker approval before ordering.**

This includes:

- Signs with your photo
- Signs with custom designs or layouts
- Signs ordered from vendors you found independently
- Any signage that goes beyond a simple name/phone rider

Why This Matters:

We've had agents waste significant money on non-compliant signs. One agent spent nearly $600.00 on custom signs ordered without approval — signs that violated brand guidelines and could never be used in front of a property. That's $600.00 gone, with nothing to show for it.

The approval process exists to protect you from this kind of waste. A quick review before you order ensures your investment produces usable materials.

The Process:

1. Before ordering any custom signage, submit the proof/design to the broker
2. Receive approval (or guidance on required changes)
3. Only after approval: place your order

Business Cards & Collateral

Business Cards

The company provides business cards in our standard format at no charge. If you want upgraded cards (premium paper, custom design, photo cards), you pay the difference. Payment is due when you place the order.

VIP Number Cards (Zillow team). Our systems text your business card to every new Zillow buyer for you: five minutes after a Zillow buyer lead lands in Follow Up Boss, the office line texts the buyer your digital VIP card, with your photo, the Berkshire Hathaway HomeServices logo, and your Follow Up Boss line labeled "My VIP Number." One tap saves you in the buyer's phone, so your call shows up with your name instead of an unknown number. Your job is the call: call within five minutes. If you text the buyer yourself before the five minutes are up, the automatic card is skipped. Calls and texts to your VIP number are recorded and logged in Follow Up Boss. Put your VIP number on your Zillow profile and your REsource Center profile; printed VIP number cards are provided by the office.

Note: FUB calls may be recorded per the platform's built-in compliance workflows. Agents must use the system as configured and may not bypass or alter any platform recording or consent features. See the Recorded Calls policy in Section XI (Lead Management & CRM) for full requirements.

Other Collateral

The company provides:

- Name badges

- Car magnets
- BHHS presentation folders
- Bindable book-style folders (excellent for listing presentations)

All branded collateral must comply with BHHS brand guidelines. Custom collateral requires broker approval.

Promotional Giveaways & Specialty Items

Promotional items (pens, notepads, calendars, refrigerator magnets, etc.) with your name and brokerage branding can be effective marketing tools.

Broker Approval Required:

All promotional giveaways must be reviewed by the broker before ordering. This ensures:

- Compliance with advertising regulations
- Proper brand presentation
- Appropriate gift values (gifts cannot be construed as illegal payments to non-licensed persons)

When ordering specialty items:

1. Get a proof or sample
2. Submit to broker for approval
3. Receive approval before placing your order
4. Maintain professional quality consistent with the BHHS brand image

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Co-Marketing with Vendors

Co-marketing arrangements with lenders, title companies, home warranty companies, and other vendors can be valuable for both parties.

Broker Involvement Required:

Any vendor you recommend under the FSP name comes from the brokerage vendor list, which the Managing Broker vets personally; nominate a vendor on the Agent Hub Vendors tab (see Section XX, Preferred Vendors).

Involve the broker in co-marketing discussions from the beginning. This ensures:

- Co-branding comports with company policy and BHHS guidelines
- You're getting fair value from the arrangement
- The arrangement complies with RESPA and other regulations
- Appropriate disclaimers are included

Common Co-Marketing Partners:

- Mortgage lenders
- Title companies
- Home warranty companies
- Home inspection companies
- Moving companies
- Home services providers

RESPA Considerations:

Real Estate Settlement Procedures Act (RESPA) prohibits kickbacks and fee-splitting for referrals. Co-marketing arrangements must be structured carefully to avoid RESPA violations. This is one reason broker involvement is required — these arrangements need to be evaluated for compliance.

Developer Community Advertising Restrictions

The Tamposi Nash Relationship

Our brokerage is owned by Tamposi Nash Development Company, which also owns Citrus Hills Construction — the builder of new homes in Terra Vista, Brentwood, and other communities in Citrus Hills.

This creates a unique consideration for our listing advertising:

Prohibited:

- No listing may disparage the value of purchasing a new home from Citrus Hills Construction
- No direct price comparisons that position resales as a better value than new construction

Prohibited Example:

> "This house is $150,000.00 less than building new!"

This type of messaging positions resale as a financial alternative to new construction in a way that could undermine the new homes business. Even if factually true, it's not permitted.

Allowed (but use sparingly):

- Timing advantage messaging that doesn't attack new construction value

Acceptable Example:

> "Move-in ready — no waiting to build!"

This acknowledges that some buyers prefer immediate availability without suggesting that resales are financially superior to new construction.

The Core Principle:

Your listing marketing should sell the property on its own merits — location, features, condition, lifestyle benefits. It should not sell itself against the perceived value or cost of building new. Let buyers make their own comparisons; don't make the comparison for them in a way that positions new homes negatively.

This restriction applies to:

- MLS remarks
- All advertising (print, digital, social)
- Marketing materials
- Conversations with buyers (don't coach buyers to view resales as better value than new construction)

Photography & Videography Standards

Our Preferred Vendor: Studio 3

Studio 3 is our preferred photography vendor. Contact: Darren Green, (352) 513-3165, studio3pros@mac.com. We have negotiated substantial discounts — approaching 50% off normal retail pricing — for our standard package.

Standard Package (Studio 3):

Package	Includes	Negotiated Price
Listing Photography Package	50 HD photographs + Matterport 3D tour OR Zillow 3D Home tour	$225.00

This price represents exceptional value. It is virtually impossible to obtain replacement services of equivalent quality at this rate from any other vendor.

How the money works: the full program — the brokerage's $225.00 advance on every rooftop listing through December 31, 2026, the failed-listing repayment rule, the one-per-six-months grace, and repayment mechanics — is set out in **Section VI: Photography & Marketing Standards** and in the **Listing Photography Program — Agent Acknowledgment** form you signed. This section covers vendor standards and upgrades. Beginning January 1, 2027 the program changes to agent-pays (you pay the photographer; the brokerage reimburses up to $225.00 at closing). Every agent will sign a new acknowledgment before then.

Upgraded Services (Studio 3):

Studio 3 offers additional services beyond our standard package, including:

- Drone/aerial photography
- Twilight/evening photography
- Listing videos
- Additional editing or enhancements

These upgraded services are also heavily discounted through our negotiated arrangement — the same volume-based pricing applies to upgrades as well.

Any investment beyond the $225.00 standard package is yours in full, regardless of whether the listing sells. Reimbursement of an extra is case-by-case and requires the Managing Broker's approval **in advance** — ask before you order.

How We Maintain These Discounts

Our negotiated pricing is based on **volume**. Studio 3 gives us these rates because we deliver consistent business. If enough agents choose other vendors, Studio 3 would be forced to renegotiate our discount structure — which would damage the brokerage and every agent who relies on Studio 3's pricing.

This is why we take a strict position on outside vendors.

Using Outside Photography Vendors

As an independent contractor, you are free to choose any professional photographer you want. However, understand the implications:

How outside vendors are treated (per the signed program acknowledgment):

- The brokerage's $225.00 advance applies **only to Studio 3 packages**
- With an outside photographer, **you pay that photographer directly and in full**
- When the listing closes, the brokerage reimburses you **up to $225.00** of that bill
- **If the listing does not close, the entire bill remains yours** — there is no advance and no grace on outside-vendor spending
- Your reimbursement will not increase based on your actual costs: hire a photographer who charges $400.00 and you still receive at most $225.00, on closing

Why we take a strict position: our negotiated pricing is based on volume. Studio 3 gives us these rates because we deliver consistent business. If enough agents choose other vendors, Studio 3 would be forced to renegotiate our discount structure — which would damage the brokerage and every agent who relies on Studio 3's pricing. If you're considering an outside photographer, talk to the broker first.

Brokerage Responsibility

Florida Showcase Properties is not responsible for payment to outside photographers. If you choose to use a vendor other than Studio 3:

- You are responsible for paying that vendor directly
- You will receive only the capped reimbursement (up to $225.00, on closing)
- Any amount above that is your expense

Right to Deny Reimbursement: The brokerage reserves the right to offer **no reimbursement whatsoever** when we believe that the selection of an outside photographer is — or potentially could be — damaging to our relationship with our preferred vendor, to the detriment of the brokerage and the other agents who work in our office.

Our negotiated pricing benefits everyone. If your choice to use an outside vendor threatens that arrangement, you may bear the full cost of your decision.

Quality Standards — Minimum Requirements

All residential listings (excluding lots and acreage) must include:

- **3D virtual tour** (Matterport or Zillow Showcase format)
- **Minimum 50 high-definition photographs**

This is the minimum standard, not a suggestion. These requirements apply regardless of which photographer you use. If your chosen vendor cannot deliver a 3D tour and 50 HD photos, they do not meet our standards.

Zillow Showcase: required on every Zillow seller-lead listing, and those listings get it free from Zillow. On any other listing, Showcase is optional; if you use it, the brokerage pays the $150.00 cost through December 31, 2026.

Additional quality requirements:

- Professional quality (no smartphone photos)
- Proper lighting and composition
- Accurate representation of the property
- Compliance with MLS disclosure requirements (see MLS Listing Compliance section above)

Using Photos in Marketing

When using listing photos in your marketing materials:

- Ensure you have rights to use the photos (established through your listing agreement and photographer agreement)
- Do not use photos from other agents' listings without permission
- MLS rules prohibit copying photos from listings for use in subsequent listings of the same property without proper licensing from the owner

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Compliance Audits

Both the brokerage and BHHS conduct periodic audits of agent advertising and websites to ensure ongoing compliance with brand guidelines and advertising regulations.

What gets audited:

- Agent websites
- Social media profiles
- Active marketing campaigns
- Listing presentations in MLS
- Any advertising materials in circulation

Contract file audits (standing, automated): every live transaction file is also reviewed on a recurring cycle by the brokerage's Contract Compliance Auditor — an automated review that grades executed contracts and companion documents against published checklists. Findings come to you as a coaching email from the broker: what was done right, anything fixable on the live deal, and pointers (with the training video) for next time. It's a second set of eyes working for you, not a gotcha — and if the audit read something wrong, say so; corrections make the system sharper.

Your Responsibility:

Maintaining compliance is an ongoing responsibility, not a one-time approval. If brand guidelines change, you're expected to update your materials accordingly. If you receive notice of a compliance issue, address it promptly.

Summary

Approval Requirements:

- All advertising requires broker approval before publication
- Exception: BHHS REsource Center materials (unless team is involved)
- Team names and branding need the Managing Broker's written approval (Section XII, "Working Together and Advertising as a Team")

Stellar MLS:

- Stellar MLS ID = your NRDS number; multi-factor sign-in required
- Complete Diving Into Stellar by your own due date or your account is suspended
- Through February 1, 2027: the office approves every listing before it goes Active; new agents stay on approval after that
- How we list: Office Exclusive first (recommended), straight to Active with full photos (allowed), Coming Soon on the seller's request — Section VI and Appendix F
- Stellar fines are billed to the agent

Brand Standards:

- Follow BHHS guidelines precisely (colors, fonts, logo usage)
- Never reference Warren Buffett or Berkshire Hathaway Inc.
- Include required disclaimers

MLS Compliance:

- No compensation language in listings (post-NAR settlement)
- Virtual staging requires disclosure: "One or more photo(s) was virtually staged."
- New construction photos must be watermarked "EXAMPLE OF HOME"
- Photos must present a "true picture" — no hiding defects or creating false impressions

Digital Marketing:

- BoldTrail website recommended (pre-approved, included)
- Buyers search on our websites — never send a customer to a portal or outside search site
- Outside websites require broker approval and ongoing audits; any outside site with MLS listings or an IDX search needs its own data-feed authorization through the Managing Broker
- Custom social media campaigns require broker approval

Print Advertising:

- All print ads require broker approval before submission
- REsource Center materials are pre-approved (except team materials)

Developer Community Restrictions:

- No disparaging new construction value
- No price comparisons positioning resales over new homes
- Sell properties on their own merits

Promotional Items:

- Broker approval required before ordering
- Must maintain professional quality consistent with BHHS brand

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Section IX: Marketing & Advertising Last Updated: November 2026 — Version 4.1 Next Review: Upon policy changes or annually, whichever comes first

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End of Section IX

SECTION X: ARTIFICIAL INTELLIGENCE & TECHNOLOGY USE

Overview

Artificial intelligence tools are now part of how we work — for drafting listing descriptions, researching market data, preparing client communications, building training materials, and managing day-to-day operations. That's not going to change, and we're not trying to slow it down. We're one of the most AI-forward brokerages in Citrus County, and that's an advantage we intend to keep.

What this section establishes is the framework for using these tools responsibly. AI doesn't eliminate professional judgment — it extends it. The policies here exist because our clients trust us with sensitive information, Florida law holds licensees accountable for everything they publish and represent, and the Fair Housing Act doesn't care whether a human or an algorithm wrote the offending language.

The core principle: AI tools are research and production assistants. They are not licensed professionals. Every output an AI system generates must be reviewed, verified, and approved by a licensed agent or broker before it is shared with a client, published publicly, or entered into a transaction file.

Approved Tools

The brokerage maintains a recommended set of AI tools appropriate for real estate work. As of the most recent update to this manual, those tools include:

- **Claude (Anthropic)** — The AI platform the office builds in, teaches and supports, for agents and the broker alike: drafting, research, client communications, operations, training, and workflow automation. See "Your Claude account" below.
- **BoldTrail's integrated AI features** — Available directly within your CRM and transaction platform. Use for automated follow-up drafts, property descriptions, and lead engagement templates.
- **ChatGPT, Grok, Gemini and other general-purpose AI assistants** — Permissible for business use as a second opinion, with the privacy restrictions noted below.

Using tools not on this list: If you want to use an AI platform not listed here for brokerage business, check with the broker first. The question isn't bureaucratic — it's whether the tool's data handling is appropriate for the kind of information you're putting into it. That's a quick conversation, not a formal approval process.

Your Claude Account

Claude is the AI tool the office builds in, teaches and supports, and the Managing Broker strongly encourages every agent to use it on a paid plan. A paid plan (Claude Pro, $20.00 per month, or $17.00 per month billed annually) is what the office's prompts, skills and the Claude in Chrome extension are built for. To make the decision easy, the brokerage reimburses your first three months: forward each receipt to the Managing Broker. As an independent contractor the choice of software is yours; nothing about your affiliation depends on it. Free accounts at ChatGPT, Grok and Gemini are useful as a second opinion once your Claude setup is complete.

Turn off model training. In Claude, go to Settings > Privacy and turn off the setting that lets your chats be used to improve the AI models. With it off, what you give Claude is not used to train future models. Do this the day you open your account.

Data Privacy — What You Cannot Put Into AI

This is the most important rule in this section, and it is non-negotiable.

Never enter the following into any public or consumer-grade AI tool:

- Client names combined with financial information (loan amounts, assets, income)
- Social Security numbers, driver's license numbers, or government ID details
- Bank account or credit card information
- Divorce settlement terms, estate details, or other sensitive personal circumstances
- Transaction-specific pricing strategy that hasn't been disclosed to all parties

- MLS listing photographs and remarks from any listing (ours or another brokerage's) — they are copyrighted, and a free or consumer-grade tool that trains on what you paste exposes the brokerage. Use a paid plan with model training turned off.

Why this matters: Most public AI tools use your inputs to improve their models. Information you type into a free or consumer-grade AI tool is not confidential — it may be stored, reviewed, and incorporated into future model training. Treat these tools the same way you treat email: assume what you type could be read by someone else.

A paid Claude plan with model training turned off gives you stronger protection (see "Your Claude account" above). When in doubt, ask.

MLS data and AI. Attach MLS exports to your AI as files. Don't let an AI browser tool operate the MLS for you: Stellar's terms bar automated access to the MLS.

Fair Housing Compliance

AI tools can generate language that violates the Fair Housing Act — not because the tool intends to discriminate, but because the models absorb patterns from the internet, including patterns of bias. This is your responsibility to catch, not the tool's.

Step 1 — Use broker-approved Fair Housing prompt language. When using AI to generate listing descriptions, marketing copy, neighborhood descriptions, or client-facing language, use broker-approved Fair Housing prompt language or public compliance excerpts as your starting context. Do not upload internal manuals, client files, transaction documents, proprietary brokerage materials, or confidential information into consumer-grade AI tools unless the broker has approved that tool and use case.

Step 2 — Run a compliance audit prompt before you publish. After receiving any AI-generated output, send a follow-up prompt explicitly asking the tool to review its own output for Fair Housing compliance. Something as simple as: *"Review the above for any language that could be interpreted as steering, discriminatory, or in violation of the Fair Housing Act. Flag anything that should be rewritten."* This takes thirty seconds and creates a second layer of review before your name goes on the content.

Step 3 — Read it yourself. Neither of the steps above replaces your own eyes on the final content. Read it word for word before publishing. Remove or rewrite any language that references, implies, or could be construed as preference for or against any protected class: race, color, religion, national origin, sex, disability, or familial status. Common examples to flag: "family-friendly," "perfect for young professionals," "quiet neighborhood," "great school district" (as a primary selling point rather than a factual reference), or any description of who the neighborhood is "ideal for." Neighborhood and community descriptions are the highest-risk category — review these with extra care.

If you're unsure whether language is acceptable, rewrite it. Don't publish it and hope for the best.

Document Review — AI Cannot Replace Your Obligation to Read

AI tools can summarize documents, flag unusual clauses, and help you prepare questions. They cannot fulfill your professional obligation to actually read and understand the documents you are handling on behalf of a client.

Florida Statute 475.278 requires transaction brokers to use skill, care, and diligence. "I ran it through AI" is not a defense to a supervision or disclosure claim.

The standard in this office: You cannot explain to a client what you have not read yourself. AI summaries are a starting point — not a substitute for your own review. This applies to:

- Seller's Property Disclosure Report (SPDR) — read every section, identify red flags, document your review
- AS IS Residential Contract — know what you're presenting before you present it
- Inspection reports — review before forwarding to clients
- Any addendum involving disclosures, contingencies, or client rights

When a client has questions about a document, the answer comes from you — not from a summary you copied out of an AI tool without reading the underlying document yourself.

Virtual Staging & Image Disclosure

Florida law and NAR ethics standards require that advertising present a true picture of the property. AI-generated and virtually staged images are permissible, but they require disclosure.

Mandatory disclosure language for all virtually staged or AI-altered images:

> *"One or more photo(s) was virtually staged."*

This disclosure must appear on every image that has been digitally altered to add furniture, decor, landscaping, or other elements that do not currently exist at the property.

Prohibited uses of AI image editing:

- Concealing or minimizing structural or cosmetic defects (water stains, cracks, damaged flooring, etc.)
- Removing permanent external features (power lines, utility infrastructure, neighboring structures)
- Altering property boundaries or lot representation in ways that misrepresent the property

Retention: Always maintain the original, unaltered photographs in the transaction file in BoldTrail Back Office. If a disclosure question arises, you need the originals.

AI-edited photos and video. The same rule covers any AI edit to a photo or video: if the tool added, removed or changed anything about the property, or shows a camera move that never happened, disclose it in the MLS and in the marketing, keep the unedited originals in the Back Office file, and ask the Managing Broker before any edited image or video goes on the MLS.

AI-Generated Content — You Are Responsible for All of It

This point bears its own section because it is the one agents are most likely to underestimate.

When you publish a listing description, send a client email, post a social media ad, or submit a document that was drafted by an AI tool, you are the author of that content — legally and professionally. The fact that an algorithm wrote the first draft is not a mitigating factor in a licensing complaint, a Fair Housing investigation, or a client dispute.

Review AI-generated content the same way you would review anything with your name on it. Because it has your name on it.

AI Use Checklist

Before publishing, sending, or submitting any AI-generated content:

- [ ] Have I read and verified every factual claim — square footage, room counts, features, updates, appliance brands?
- [ ] Have I reviewed the content for Fair Housing compliance and removed any language that could be construed as steering?
- [ ] If images were virtually staged or AI-altered, is the disclosure label applied to each affected image?
- [ ] Have I confirmed that no client PII or financial details were entered into the AI tool?
- [ ] Does the final content accurately represent the property, the client's situation, and our brokerage's standards?

Section X: Artificial Intelligence & Technology Use Last Updated: October 2026 — Version 4 Next Review: Annually or upon significant regulatory or technology changes

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End of Section X

SECTION XI: LEAD MANAGEMENT & CRM

Overview

Leads are the fuel that powers your business. How you manage them — how quickly you respond, how consistently you follow up, how systematically you nurture relationships over time — determines whether you build a thriving practice or struggle to find your next closing.

This section covers our lead management systems, CRM requirements, and the specific protocols for our lead programs. The systems described here aren't suggestions — they're the infrastructure that makes consistent production possible. Agents who master these systems outperform those who don't, every single time.

The Lead Management Philosophy

Why Real Estate Is a "Failure Business"

Here's an uncomfortable truth that separates successful agents from struggling ones: **Even the very best agents fail to close 85% of their leads.**

Read that again. The top performers in our Zillow Preferred program — agents closing at 12-15% — are still "failing" on 85-88% of their leads. The team average sits around 8-10%. The office floor is 5%, and the goal is 8.5% (see "How We Measure You" below).

This isn't a problem to solve. It's the nature of the business.

What this means for you:

- You're being paid well to hear "no" 85-90% of the time
- Winning agents "efficiently sort through 9 inevitable failures to quickly identify their 1 win"
- Success requires disciplined consistency, emotional resilience, and intelligent effort allocation

The Lead Funnel Reality (per 10 Zillow Preferred leads):

- 6 won't buy at all or will purchase through another agent
- 4 will likely buy within a year in our market
- With perfect follow-up, you'll realistically convert 1-1.5 of those 4

Your primary objective: Identify the 6 "no's" as quickly as possible so you can focus your energy on genuine opportunities.

The "Fail Faster, Win Smarter" Mindset:

Don't fight this reality — embrace it. Every "no" gets you closer to your "yes."

Every Conversation Must Have a Next Step

This is the foundational principle of lead management: **no conversation ends without scheduling the next one.**

When you hang up the phone, end a showing, or finish an email exchange, there must be a clear next step on your calendar and theirs. "I'll call you sometime next week" is not a next step. "I'll call you Tuesday at 2 PM to discuss the three listings we identified" is a next step.

Why this matters:

Leads don't die from rejection — they die from neglect. The vast majority of "dead" leads aren't people who said no; they're people who said "not yet" and then never heard from you again. Every lead that slips through the cracks represents marketing dollars wasted and potential income lost.

The next step keeps the relationship alive. It keeps you on their radar. It transforms a one-time conversation into an ongoing relationship that eventually produces a transaction.

Set It and Forget It (But Don't Actually Forget It)

Our CRM systems are designed to automate follow-up so you don't have to remember every contact manually. But automation only works if you use it correctly:

1. **Enter every lead into the system immediately** — not tomorrow, not when you get back to the office, immediately
2. **Set the appropriate follow-up tasks and triggers** based on their timeline
3. **Trust the system** to remind you when action is needed
4. **Actually do the follow-up** when the system tells you to

The golden rule: If it's not in a task, it doesn't exist.

The "set it and forget it" philosophy means you're not trying to keep track of 200 leads in your head. The system tracks them. Your job is to respond when the system says it's time.

Incoming Calls = Problems; Outgoing Calls = Control

This mindset shift separates reactive agents from proactive professionals:

Incoming calls are almost always problems. A buyer calling you unexpectedly usually means something went wrong — missed deadline, inspection issue, financing problem, or they feel neglected. These calls put you on defense.

Outgoing calls are where you control the narrative. You set the agenda, deliver the update, and demonstrate professionalism. These calls build trust and prevent the problem calls from happening.

The practical application: Make the call before they have to. Update them before they wonder. Be proactive with communication and you'll spend far less time putting out fires.

Speed to Lead

How quickly you respond to a new lead directly impacts your conversion rate.

The statistics are clear:

- 78% of all real estate sales go to the agent who responds first
- Responding within 5 minutes increases conversion probability by 400%
- After 10 minutes, the odds of qualifying a lead drop dramatically
- 44 hours is the typical agent response time — far too slow
- After 30 minutes, your competition has likely already made contact

Our standard for Zillow Preferred leads: Zillow Preferred leads arrive as either live phone connects (Zillow transfers an active buyer to you in real time) or pre-set appointments. Live connects are handled in real time — you are already on the call. Pre-set appointments require confirmation and preparation before the scheduled time. The 5-minute callback standard applies to cold internet leads, not to live connects. For Zillow Seller Leads and all other leads: same day, 1-hour target.

This isn't about being pushy — it's about being present when the prospect is most engaged. They reached out for a reason. Strike while the iron is hot.

The Magic Formula: 5 Contacts Over 4 Days

Research consistently shows that persistence pays. The highest conversion rates come from making **5 contact attempts over 4 days** with new leads.

Why this works:

- Day 1: Immediate response (5 minutes) + follow-up later that day
- Day 2: Morning and/or afternoon attempt
- Day 3: Try a different channel (text if you've been calling)
- Day 4: Final push before reducing intensity

The 10-Day Intensive Follow-up Standard:

For Zillow Preferred leads, extend this to 10 days of consistent outreach before scaling back. The 10-day window is critical — this is when most buyers make their agent selection.

After 10 days of no response, transition to a less intensive nurture cadence, but don't stop entirely.

The Lead Lifecycle

Understanding where a lead sits in their journey helps you allocate time and energy appropriately.

Phase 1: Hot Connection (0-48 Hours)

80% of your initial energy goes here.

This is your window to establish the relationship. The lead is most engaged right now. They're actively thinking about real estate and receptive to conversation.

Your objectives:

- Make contact
- Qualify their needs and timeline
- Secure an appointment or clear next step

Federal Compliance — DNC, TCPA, and Opt-Out Requirements:

Before applying the Terminator Strategy, confirm the following. These are federal requirements, not optional guidelines.

- **Do Not Call Registry:** All phone numbers must be checked against the National Do Not Call Registry before cold outbound calls. FUB does not automatically scrub numbers against the DNC list. The broker will advise on the current scrubbing process. Violations can result in significant per-call penalties.
- **TCPA compliance:** Automated or pre-recorded calls and texts require prior express written consent. Calls made through FUB's dialer to numbers where you do not have an established business relationship or prior consent require compliance review. When in doubt, call the broker before using automated messaging to new leads.
- **Opt-out requests:** If a lead asks to stop receiving calls, texts, or emails — at any point, by any means — you must honor that request immediately. Log the opt-out in FUB with a note ("Lead requested no further contact — [date]") and discontinue all outreach. An opt-out ends the Terminator Strategy for that lead. Move them to a manual do-not-contact status in FUB; do not simply move them to BoldTrail drip if they've explicitly said to stop.
- **Existing Business Relationship (EBR):** If a lead contacted you first — by submitting a form, clicking a Zillow inquiry, or calling your number — you have an EBR that provides some latitude under federal law. That EBR does not last forever and does not override an explicit opt-out request.

If a lead says "stop calling me" or "take me off your list," those words end active outreach. Continuing after an explicit opt-out request is a federal violation.

The Terminator Strategy: Don't give up until you have a definitive answer. "I haven't been able to reach you" isn't a reason to stop — it's a reason to try again.

The name comes from the 1984 film *The Terminator*, where Kyle Reese explains to Sarah Connor exactly what she's up against: "It can't be bargained with. It can't be reasoned with. It doesn't feel pity, or remorse, or fear. And it absolutely will not stop... ever, until you are dead!"

In sales, "dead" means they said no. Your job is to get to that "no" as fast as possible — or discover they're actually a "yes." The Terminator Strategy means you do not stop until you get a definitive answer. The customer is either going to buy from you, or they're one of the six out of ten who won't. Either way, you need to know — and you need to know quickly so you can focus your energy appropriately.

Only stop ACTIVE follow-up when one of these is confirmed:

1. They have signed an exclusive agreement with another agent
2. They explicitly refuse to work with any agent and plan to go it alone
3. They have completely abandoned their buying or selling plans

Until you have one of those three answers, you keep calling.

But "no" doesn't mean "never" — it means "not now."

When you get your "no," you don't delete them and forget they exist. You transition them to passive, automated nurture in BoldTrail. A low-pressure drip campaign keeps your name in front of them without any effort on your part.

Here's the reality: if someone clicked a button expressing interest in real estate in Citrus County, that contact has value. Maybe they went from a 1-in-10 chance of transacting with you to a 1-in-100 chance. But with an AI-powered CRM like BoldTrail and a correct email address and

phone number, you can do passive follow-up for as long as it takes — months, years, however long until they reach that point in their life where they're ready to buy or sell.

And when that day comes, the first Realtor who pops into their head will be the one who's been putting their name in front of them on a regular basis. That's what your CRM does for you automatically.

The beauty of this system: You never have to think about that customer again until they pop up on your desktop one morning — a text, an email, a property they viewed on your website. That behavioral signal tells you it's time to pick up the phone. You can maintain passive contact with hundreds, even thousands of leads without expending any effort until it's time to re-engage.

The Terminator Strategy gets you to the answer. BoldTrail keeps the door open forever.

Phase 2: Warm Follow-up (Days 3-30)

If you didn't convert in the first 48 hours, shift to a warm follow-up cadence.

Your objectives:

- Maintain top-of-mind awareness
- Continue providing value (market updates, new listings)
- Watch for buying signals (website activity, email opens)
- Aim for 7-10 touches during this phase

The Terminator Voicemail:

The Terminator Voicemail is the tool that makes the Terminator Strategy work. It's designed to be helpful, specific, and — most importantly — to include a concrete callback time that you will honor.

Example voicemail #1:

> "Hi, this is [Name] from Berkshire Hathaway HomeServices. I'm sorry I couldn't reach you — I know you wanted some answers to your questions, and I don't want to let you down. If you have five minutes free between now and tomorrow morning, give me a call. Otherwise, I'll give you a call at 9:00 tomorrow morning."

Then you call them at exactly 9:00 tomorrow morning.

Example voicemail #2 (if they don't answer):

> "Hi, it's [Name] again. I know you're busy, and it would be easiest if you called me back when you have five minutes. But I want to make sure I get these answers to you, so I'll give you a call back at 5:00 this evening."

Then you call them at exactly 5:00 that evening.

Why this works:

Eventually, even customers who are ducking you will realize you're going to keep calling — and calling — and calling. They will pick up the phone. And when they do, they'll either tell you they're interested but not right now (so you nurture them), or they'll tell you no (so you move on). Either way, you got your answer as quickly as possible.

Key mindset: You are not harassing — you are helping them access the information and expertise they specifically requested. They reached out to you. They wanted help. You're simply being relentless about providing it.

Phase 3: Dormant/Cold (30+ Days)

After 30 days with no meaningful engagement, the lead moves to long-term nurture.

Your objectives:

- Transition to automated nurture systems
- Maintain minimal personal touchpoints (monthly or quarterly)
- Watch for re-engagement signals
- Be ready to reactivate when they warm up

The "Attic Check": Once a month, review your dormant leads. Look for behavioral signals — website activity, email opens, any sign of life. Use market triggers (rate changes, new inventory, seasonal shifts) as outreach excuses.

Moving Leads to Nurture — Minimum Documentation Standard

Moving a lead to Nurture requires documented attempts, not just elapsed time.

Minimum before moving to Nurture: Five documented contact attempts logged through Follow Up Boss — using the FUB dialer or FUB messaging so attempts are automatically recorded. Cell phone calls not made through FUB do not count and cannot be verified. Voicemails, answered calls, and FUB texts/emails all count toward the five, but at least some must be real call attempts.

30-day minimum: No lead may be moved to Nurture before 30 days from last meaningful contact, regardless of attempt count. Exception: a lead who has clearly disqualified themselves (confirmed existing agent, stated they are not buying under any circumstances, identified as a neighbor who was just curious) may be moved to Nurture immediately. Document the reason in the notes field.

The "just looking" rule: A buyer who says "I'm not ready" or "just looking" has not disqualified themselves. That is a normal response — keep them in active follow-up. Disqualification requires a clear, definitive statement that removes them from the buyer pool.

> ⚠️ **COMPLIANCE NOTE** — Never use Trash for Zillow leads. Trash syncs to "Rejected" in Zillow's system and permanently breaks the My Agent relationship. 📋 **SEE APPENDIX** — Zillow Preferred standards and compliance thresholds: **Appendix E — Zillow Preferred Standards Summary**

Our CRM Systems

We operate a dual-CRM system, each serving a specific purpose. Understanding when to use which system is critical to effective lead management.

Follow Up Boss (FUB)

Primary use: Zillow customers who are realistically going to buy in the next six months. Section III, Follow Up Boss, sets out what lives in which system.

Key features:

- Integrated calling (required for Zillow Preferred compliance)
- Text messaging
- Smart Lists for prioritization
- Task management
- Zillow sync for lead and status updates

Critical compliance note: All calls to Zillow Preferred leads MUST be made through Follow Up Boss. Zillow tracks call compliance, and agents who bypass FUB risk program removal. FUB calls are RECORDED for quality and compliance purposes. For what counts as logged activity, see Section III, Follow Up Boss.

Recorded Calls and Approved Platform Disclosures:

Follow Up Boss, Zillow, and other approved brokerage communication platforms may record calls or retain call and message records for documentation, quality, training, and compliance purposes. Agents must use these systems only as configured and approved by the brokerage and the platform provider.

Agents may not disable, bypass, alter, or replace any platform-required recording disclosure, consent notice, call announcement, opt-out language, or compliance feature built into an approved platform.

If a customer objects to recording, asks whether a call is being recorded, or requests that recording stop, the agent must follow the platform-approved procedure and document the request in the CRM. If unsure how to proceed, pause the recorded conversation and contact the broker.

Agents may not independently record calls, screen-record calls, use third-party recording tools, or activate AI call-recording or notetaking tools for client or consumer conversations unless specifically approved by the broker in writing.

BoldTrail

Primary use: Everyone else: Zillow customers on a longer timeline, every customer who did not come from Zillow, your sphere of influence, and your forever clients. BoldTrail is the long-term care system (see Section III, Follow Up Boss).

Key features:

- Automated drip campaigns
- Property alert systems
- Website lead capture
- Long-term relationship management
- Vitals Dashboard for daily activity review

Behavioral Intelligence Tracking:

BoldTrail tracks prospect behavior on your website, giving you insights that inform your outreach. Pay attention to:

- **Property viewing patterns:** Which properties they spent the most time viewing, how often they return to the same listings
- **Price range reality:** What they're actually looking at versus their stated budget (often different)
- **Neighborhood interest:** Which areas generate the most engagement
- **Activity timing:** When they're most active online (optimal times to reach out)

Automated Triggers:

- **Behavioral Triggers:** Automatically detects when dormant leads become active again
- **Smart Property Matching:** AI matches leads with new listings based on browsing history
- **Engagement Scoring:** Identifies which old leads are showing renewed interest

When you see a dormant lead suddenly viewing multiple properties, that's your cue to pick up the phone.

Note: BoldTrail calls are LOGGED (tracked) but not recorded. If you want call recording in BoldTrail, you'll need Productive.ai ($29.00/month optional).

When to Use Which System

Lead Type	Primary CRM	Why
Zillow customer realistically buying in the next six months	Follow Up Boss	Active management and Zillow compliance
Zillow customer on a longer timeline	BoldTrail	Long-term care
Every customer who did not come from Zillow	BoldTrail	Your working system and long-term care
Sphere of influence	BoldTrail	Relationship maintenance
Forever clients	BoldTrail	Long-term stay-in-touch
Website leads (cold)	BoldTrail	Nurture until they warm up

Moving a Lead to Long-Term Care

When a lead meets the standard above (30 days and five logged attempts (calls, plus texts and emails logged in Follow Up Boss) — or a noted reason it will never buy), email the Managing Broker the names, three to five per email, never more than ten. The office runs the transfer: the lead is tagged and noted in Follow Up Boss, a full synopsis is posted to the BoldTrail record, the category, campaign and weekly search alert are set, and you receive an email confirming it is done and naming anything only you can still do. A lead who has said "stop" in any channel is never transferred — it goes to Do Not Contact. Leads move to Nurture, never Trash.

When a Zillow lead in BoldTrail heats up (showing renewed activity), bring it back to Follow Up Boss for active management. Who gets a lead that wakes up in long-term care, and how Follow Up Boss stages move, are set out in Section III, Follow Up Boss.

Nurture Transition Documentation Standard

When transitioning a lead from active follow-up to long-term nurture — whether moving from FUB to BoldTrail or downgrading a lead's priority within either system — you must document the transition before closing out active follow-up.

Required documentation at transition:

1. **Back Office comment or FUB note:** Record the reason for transition. "Lead stated not purchasing until 2027 — moving to BoldTrail drip" is sufficient. Vague entries like "no response" or "went cold" are not.
2. **Long-term care confirmed:** Keep up active outreach until the long-term campaign is running: for a Follow Up Boss lead, until the office's email confirms the transfer is done; for a lead already in BoldTrail, until you have confirmed it is enrolled in an appropriate long-term campaign. Do not leave a lead in a gap — active follow-up ends only when automated nurture begins.
3. **Re-engagement trigger noted:** Identify what behavioral signal will prompt you to re-engage this lead (e.g., website activity, a market event milestone, a follow-up date six months out). Set that task or watch before you move on.

Why this matters: The most common reason good leads convert for another agent is that the first agent stopped following up without any system in place to catch re-engagement signals. The nurture transition isn't the end of the relationship — it's the handoff from you to your CRM. Document it like the handoff it is.

BoldTrail Lead Rating System

BoldTrail uses a 5-star rating system to help you prioritize leads. Update ratings as new behavior or communication gives you more insight.

Rating	Meaning	Action
5 Stars	High confidence, almost certain to become client	Prioritize heavily; active daily/weekly contact
4 Stars	Actively engaged and likely to transact	Regular contact; watch for buying signals
3 Stars	Decent chance to convert with nurture	Consistent follow-up; automated alerts helpful
2 Stars	Some interest, but unlikely to act soon	Light nurture; don't over-invest time
1 Star	Very low likelihood of transacting	Minimal effort; let automation handle

Rating guidance:

- A brand-new lead with no information is typically a 3-star until you learn more
- After your first real conversation, adjust based on timeline, motivation, and readiness
- Someone who engages heavily with your website but won't return calls might be a 2-star
- A past client referring their friend who's "definitely buying this month" is a 5-star

Update ratings regularly. A lead's status changes as you learn more about them.

Daily CRM Workflow

Consistency beats intensity. A systematic daily workflow produces better results than occasional heroic efforts.

Protect Your Lead Time

Reserve 25% of your working time for marketing and lead follow-up activities. Block this time on your calendar and treat it as non-negotiable.

This is your "Big Rocks" time — the high-value activities that directly generate income. Everything else (paperwork, emails, administrative tasks) can wait.

The Erase and Replace Rule: Life happens. Emergencies come up. When something forces you to cancel your scheduled lead follow-up block, don't just delete it — immediately reschedule it to another time slot that same week. Never let a week go by without completing your lead management activities. Erase and replace, never just erase.

The Golden 10-Minute Routine

Start every day with this quick review:

1. **Dashboard Check:** Open BoldTrail Vitals Dashboard — who's active, what needs attention?
2. **Priority Calls:** Identify any callbacks scheduled for this morning
3. **Task Review:** What's due today in both FUB and BoldTrail?

This 10-minute investment prevents surprises and ensures you start the day with clarity.

Every Morning — Step 1: Follow Up Boss

Start your day here (Zillow leads and hot prospects):

1. **Log in to FUB**
2. **Check your Inbox:** Review any new texts or emails that came in overnight
3. **Review your Tasks:** Address anything due today and clear any overdue items
4. **Work your Smart Lists** (see Smart Lists section below):

- Engaged – No Appointment
- Appointment Set
- Shown – No Offer
- Low/No Contact (30+ days)

Do not start making calls until you've completed this review. The few minutes you spend organizing your day will make your actual outreach far more effective.

Every Morning — Step 2: BoldTrail

After FUB, move to BoldTrail:

1. Go to your Dashboard

2. For NEW Leads:

- Complete the name (first and last)
- Set status:
- **Active:** Zillow leads you've spoken to
- **Prospect:** Zillow leads you have not yet spoken to
- **Client:** Anyone who has signed a brokerage agreement (including anyone you've shown a home to)
- Set star rating (see Rating System above)
- Manage campaigns & alerts:
- Delete or pause any auto-campaigns while you're actively following them up in Follow Up Boss
- Verify search alerts match what they're actually looking for
- Create a 30-day follow-up task (for Zillow leads, this is your reminder to check back and see if they should be pursued in BoldTrail because they're no longer active in Follow Up Boss)

3. Review who viewed listings:

- Prioritize engaged users showing recent activity
- Use one-click call/text/email options to reach out
- Log tasks for any follow-up you can't do immediately

Midday or Afternoon — Action Block

This is your dedicated time for proactive outreach:

1. **Make calls/emails per your FUB Task List**
2. **Respond to inbound messages** that arrived during the morning
3. **Revisit Smart Lists or BoldTrail** if reactivation occurs (someone who was cold suddenly views listings)

4. **Update all files** with new tasks and status changes after every contact

Remember: Every conversation ends with scheduling the next step. No exceptions.

End-of-Day Check

Before you close out for the day:

1. **Revisit FUB and BoldTrail Tasks tabs:** Ensure all daily tasks are completed or rescheduled
2. **Clear overdue items:** Remove or reschedule any outdated tasks — don't let them pile up
3. **Move cold leads to Nurture:** Keep your active pipeline clean and focused — but remember, they're not dead, they're in a coma. Send the ones that meet the standard to long-term care in BoldTrail (see "Moving a Lead to Long-Term Care").
4. **Verify every file touched has a next task:** Never leave a conversation without a scheduled follow-up

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Smart Lists

Smart lists are automated filters in Follow Up Boss that surface the leads requiring your attention right now. Instead of scrolling through hundreds of contacts trying to figure out who to call, smart lists do the sorting for you.

Why Smart Lists Matter

When you have 50 leads, you can probably keep track of who needs attention. When you have 500, you can't. Smart lists ensure that:

- Hot leads don't go cold while you're busy with other things
- Follow-up tasks don't fall through the cracks
- Your highest-priority activities are always visible
- You work systematically instead of reactively

Our Standard Smart Lists

These are the four smart lists every Zillow Preferred agent should review daily:

1. Engaged – No Appointment

Leads who have responded to you, had conversations, shown interest — but you haven't secured a showing or listing appointment yet. These are warm and need to be pushed toward commitment.

2. Appointment Set

Leads with scheduled appointments. Review daily to confirm appointments, prepare for meetings, and ensure nothing falls through the cracks.

3. Shown – No Offer

You've shown them property, but they haven't written an offer. What's the holdup? These need proactive follow-up to identify objections or next steps.

4. Low/No Contact (30+ Days)

Leads you haven't successfully contacted in 30 or more days. These need a decision: re-engage or move to long-term nurture in BoldTrail.

Working Your Smart Lists

Work these lists in priority order each morning. The goal is to move leads forward:

- Engaged – No Appointment → Get the appointment
- Appointment Set → Confirm and prepare
- Shown – No Offer → Identify objections, write offer
- Low/No Contact → Re-engage or transition to nurture

For detailed Smart List setup instructions, including filter configurations and custom list creation, refer to the Follow Up Boss Training materials available from the broker.

Zillow Preferred Program Requirements

Zillow Preferred is a privilege, not a right. The program delivers high-quality, ready-to-act leads — but in exchange, Zillow requires specific performance standards. Agents who don't meet these standards will be removed from the program.

The Zillow program is governed by the FSP Zillow Preferred Field Manual, which sets the day-to-day rules: pickup, pausing, lead balance, ZIP codes and the scorecard. Zillow team members are held to it.

Lead Rules

Zillow team members follow the Zillow Preferred Field Manual's lead rules: pickup, pausing, lead balance and ZIP codes. The essentials:

- Once you've had a lead that day, answer on the third or fourth ring.
- If you can't answer, pause yourself. Driving with Bluetooth is not a reason to pause.
- The office sets your ZIP codes. Don't add your own.
- With more than two leads in the Lead stage, you are paused until they're cleared.

Follow Up Boss setup you are responsible for: your Zillow Tech Connect mapping uses your own agent key (not the office key), so your leads arrive under your name in both systems; email sharing is turned on in your FUB settings so the team's records are complete; Follow Up Boss and your Zillow tools share one sign-in.

Follow Up Boss Usage

Zillow measures how you use Follow Up Boss on its leads:

- Must use FUB to call, track, and update ALL Zillow Preferred leads
- Each Zillow Preferred agent must use FUB calling (dialer)
- Track every Zillow Preferred connection inside FUB
- Update statuses regularly and accurately
- **Under 75% FUB usage = Yellow rating**
- **Non-compliance = risk of removal from the Zillow Preferred team**

Pickup rate. Zillow measures your pickup rate (answering, even when a teammate gets the customer), and so do we.

How We Measure You

Closing rate = Zillow Preferred contracts written in the last 90 days divided by Zillow leads received in the same 90 days. Contracts come from Back Office, by acceptance date; a cancelled contract never counts. Leads come from Follow Up Boss. Team and per agent, same window.

Measure	Floor	Goal
Closing rate (last 90 days)	5%	8.5%
Met-with	20%	25%
ZHL transfer	7%	10%

An agent below the 7% ZHL transfer floor attends the monthly ZHL New Agent Training. Your Zillow tier (High / Fair / Low) comes only from Zillow's own agent-capacity page.

Shared deals. When two Zillow-team agents work one deal together, each gets half credit on these numbers. A new agent's first three FSP deals worked with a mentor count fully to the new agent.

Income Projections

At 8% conversion with $3,300.00 average compensation:

- 12 leads = approximately $3,300.00 (1 closing)
- 60 leads = approximately $16,500.00 (5 closings)
- 120 leads = approximately $33,000.00 (10 closings)

Full-time agent expectation: Handle approximately 15 Zillow Preferred leads per month.

- At 8% close rate: 14 sales annually = approximately $46,200.00
- At 10% close rate: 18 sales annually = approximately $59,400.00
- At 12% close rate: 22 sales annually = approximately $72,600.00

The follow-up quality income multiplier:

Follow-Up Quality	Conversions per 4 Potential Buyers	Impact
Poor follow-up	0.5	Baseline
Good follow-up	1.0	2x income
Great follow-up	1.5	3x income

This systematic approach to follow-up can literally double or triple your income from the exact same number of leads.

Performance Thresholds

These metrics affect the quality and quantity of leads you receive:

Metric	Minimum Standard	Target
FUB Requirement Fulfillment	75%	90%+
ALM (Agent Lead Management) Score	70%	85%+
CSAT (Customer Satisfaction)	88	90+
Closing Rate (see How We Measure You)	5%	8.5%

Operational Health Thresholds

These are SEPARATE from performance metrics — these determine your ACCESS to the program:

Metric	Minimum Required
FUB Requirement Fulfillment	75%
Closing Document Submission	75%
Payment Punctuality	95%

Critical warning: Fall below any of these operational thresholds and Zillow will immediately cut your Zillow lead pipeline. These aren't negotiable — they're table stakes for participation.

The Five Mandatory Zillow Preferred Standards

Every Zillow Preferred agent must adhere to these five non-negotiable standards:

1. 100% Agent Adoption

Every team member working Zillow leads must use Follow Up Boss with calling enabled. No exceptions. No workarounds. No "I prefer to use my cell phone directly."

2. Zillow Status Compliance

Use proper statuses in FUB and complete all required fields. Zillow monitors this data, and incomplete records hurt your standing.

3. Log Every Touch

All interactions — calls, texts, emails, appointments — must be logged in FUB. These sync to Zillow as "communication signals" that demonstrate your responsiveness.

4. Never Delete or Trash Connections

Move inactive connections to a "Nurture" stage — **never use "Trash" for Zillow leads.**

Why this is policy: In the two-way sync, the FUB "Trash" stage syncs to "Rejected" in Zillow's CRM. This permanently breaks the My Agent relationship between you and the customer. Rejecting leads in Zillow is against our brokerage policy, which means using "Trash" in FUB for Zillow leads is also against policy.

We don't call leads "dead" — we call them "in a coma." They might wake up someday. When a Zillow lead goes cold:

- Move them to "Nurture" stage in FUB (this keeps the My Agent relationship intact)
- Send them to long-term care in BoldTrail (see "Moving a Lead to Long-Term Care")

Never completely give up on anyone who once expressed interest in real estate in our market.

5. Keep Everything Current

Stale data leads to missed follow-ups, inaccurate reporting, and compliance issues. Update lead stages, notes, and tasks in real-time.

The 30-Second Rule

When you connect with a Zillow lead, you must ask for an appointment within the first 30 seconds of the conversation. This isn't pushy — it's professional. The lead called because they want to see homes or list their property. Get to the point.

Our script:

> "Hi [Customer Name], this is [Your Name], your agent with Zillow Preferred. Zillow just connected us — I see you're looking at properties in [Town/Area]. Would you like to see this today?"

That's it. Greeting, identification, acknowledgment, appointment ask. All within 30 seconds. Don't overthink it.

Call Compliance

All calls to Zillow leads must be made through Follow Up Boss. This is non-negotiable.

Why:

- Zillow tracks call activity through FUB integration
- Calls made outside FUB don't count toward your metrics
- Low apparent call activity triggers warnings and potential program removal
- Recordings protect you in disputes

If you're making calls from your cell phone directly, you're hurting your metrics even if you're doing the work. Use FUB.

Zillow Team Meetings (Biweekly, Fridays)

Zillow Preferred agents are expected to attend the **biweekly Friday 11 AM** team meetings with 75% live attendance. These meetings cover program updates, best practices, and performance reviews. (Cadence and scheduling may change over time — watch the meeting invites for the current schedule.)

If you can't attend live: After each Zoom meeting, we send all participants an outline, an AI-generated summary, and a recording of the meeting. On occasions when you cannot attend in person or via Zoom live, you are expected to review this information and watch the video.

The expectation: 75% live attendance, 100% meeting content reviewed. "I wasn't there" and "I didn't know" are not acceptable excuses for missing program updates or changed requirements.

Zillow's ALM class. Zillow's ALM class (Fridays at 11:00 AM on Zoom, on the off-week between Zillow team meetings) is required for agents in their first 90 days on the Zillow team and for anyone whose 90-day closing rate is under 5%, until it is back above 5%. Rename your Zoom box to your name; attendance is checked.

What the Zillow Preferred Agreement Asks of You

Under the Zillow Preferred agreement, every team member:

- Never turns down a tour request
- Never discourages a customer from Zillow Home Loans or gets in the way of their loan
- Refers a Zillow customer outside FSP only with Zillow's written approval, through the office

If you leave FSP, tell the Managing Broker the date you join your new brokerage. The office has 15 days from that date to notify Zillow, and Zillow may bill you directly on a Zillow customer you close somewhere else.

Zillow Seller Leads Program

Zillow also provides seller leads through a separate program. Understanding how these leads work — and how to handle them — is critical to your success.

How Seller Leads Are Delivered:

- **30% Direct Connect:** Like the Zillow Preferred buyer program, Zillow calls you and connects you directly to the potential seller. Handle these the same way — appointment ask within 30 seconds.
- **70% Alert-Based:** The majority come via email or text alert (depending on how you've configured your system). This is where speed to lead matters most.

For Alert-Based Leads:

We have pre-programmed Follow Up Boss to send your contact information and a promise to contact them as soon as you have a moment. But that automated message is just buying you time — you still need to make the call.

Response Time Requirements:

- **Best practice:** Call within a few minutes
- **If you're tied up:** Get the call in within the first hour
- **Absolute maximum:** 24 hours

Under no circumstances can you wait longer than 24 hours. If you have not at least attempted to contact a seller lead within 24 hours, you are out of compliance with this program.

If you can't respond in time: If you know you won't be able to contact (or at least attempt to contact) a seller lead within 24 hours, you should pause yourself from receiving leads. If you forget to pause yourself, immediately contact the broker or team leader to have the lead reassigned to someone who can contact them within 24 hours.

Additional Requirement: All Zillow Seller Lead listings must use **Zillow Showcase** presentation format. This is mandatory for the program. See Section IX: Marketing & Advertising for Showcase requirements and photography standards.

Handling Seller Leads: The In-Home Appointment Strategy

Your goal with every seller lead is to get inside the house. Not a phone consultation. Not a Zoom call. Face-to-face, in their home, where you can build rapport and demonstrate your expertise. Here's how to make that happen.

The Strategy: Assumptive Closing for In-Home Appointments

Don't ask "Would you like to discuss selling your home?" — that invites "not right now." Instead, assume the appointment and frame it as a valuation, not a sales pitch.

Phone Script (Your First Choice):

> "Hi [Name], this is [Your Name] with Berkshire Hathaway HomeServices. Zillow let me know you were curious about your home's value in [Town]. I'd love to give you an accurate number — but to do that right, I need to see the actual finishes, upgrades, and condition. The online estimates miss all of that. It only takes about 5-10 minutes. Are you home right now?"

Starting with "Are you home right now?" is aggressive in the best way. If they're not available, they'll dial you back to when works better — but you've set the tone that you're ready to move immediately.

Text Script (Second Choice):

> "Hi [Name]! [Your Name] with Berkshire Hathaway. Zillow forwarded your inquiry about your [Town] home value. I'd love to stop by for a quick 5-10 minute walk-through so I can give you an accurate valuation based on your actual finishes, upgrades, and condition — not just what a computer thinks. Are mornings or afternoons better for you this week?"

Email Script (Third Choice):

> Subject: Your [Town] Home Valuation Hi [Name], This is [Your Name] with Berkshire Hathaway HomeServices in Citrus Hills. Zillow forwarded your inquiry about your [Town] property value. I'd love to give you a professional, accurate valuation of your home. To do that properly, I need to see the actual condition, finishes, counters, flooring, and updates — things the computer algorithms can't see. The good news? It only takes 5-10 minutes for me to walk through and snap a few photos. I have openings this Tuesday and Thursday. Would morning or afternoon work better for you? Looking forward to meeting you! [Your Name] BHHS Florida Showcase Properties

The priority order matters: Phone first, text second, email third. Agents should be thinking about picking up the phone before anything else.

Lead Routing and Assignment

Floor Time Leads

Agents on floor time receive walk-in and call-in prospects who don't ask for a specific agent. Floor time is optional but offers significant lead opportunity.

Floor time responsibilities:

- Be present and available during your shift
- Respond immediately to incoming inquiries
- Enter all leads into BoldTrail before end of shift
- If you can't cover your shift, arrange a replacement

Terra Vista Home Team (TVHT) Routing

TVHT leads are routed according to team protocols. These are developer-relationship leads with specific handling requirements.

TVHT agents must:

- Respond within established timeframes
- Follow TVHT-specific showing and presentation protocols
- Maintain relationship with developer representatives
- Report activity as required by team leadership

How a Citrus Hills Investment Properties (CHIP) referral is worked, from the same-day Back Office opportunity to the bounce-back log, is set out in Appendix G.

Broker-Assigned Leads

The broker occasionally assigns leads from various sources. These carry the same response expectations as any other lead.

Standard: Respond within 1 hour of assignment during business hours.

Keep the broker informed: Update the broker on your progress until you have made connection with the lead. The broker needs to know these leads are being handled properly.

Lead Ponds

Ponds hold leads with no working agent. Ponds are for phone calls only; a text may only ask permission to call. No email blasts and no mass texts, because long-term care is already emailing these people. Call through the Follow Up Boss app and note every attempt so the next agent can see it. When you find a keeper, assign it to yourself in Follow Up Boss, then email the Managing Broker to move it to you in BoldTrail.

Referral Management

Outgoing Referrals

When a client or prospect needs services outside our market area, process referrals through the Referral Coordinator only.

Do not:

- Send referrals directly to agents you know in other markets
- Negotiate referral fees independently
- Promise referral fee splits without broker approval

Why: Referrals processed outside proper channels create liability and often result in lost or reduced fees.

Incoming Referrals

We accept incoming referrals from other brokerages and referral networks.

Standard policy:

- Referral fees of 25% or less: Accepted without additional approval
- Referral fees over 25%: Require broker approval before accepting

In-House Referrals

When you refer a prospect to another agent within our office:

1. Negotiate the referral fee between yourselves
2. **Put it in writing** before any work begins
3. Submit the written agreement to the broker
4. The referral fee will be paid through normal commission processing

Verbal agreements create disputes. Written agreements create clarity.

Lead Source Tracking

Accurate lead source tracking is required for every transaction entered into BoldTrail Back Office.

Why This Matters

Lead source data tells us:

- Which marketing efforts are working
- Where to invest future marketing dollars
- Which agents are converting which lead types
- Program compliance (Zillow, referral networks, etc.)

The Accuracy Requirement

Lead sources must be accurate — especially when referral fees are involved.

Some lead sources trigger referral fee payments. If you misclassify a lead to avoid a referral fee, you're taking compensation you haven't earned.

Our policy: One omission is a mistake. Two omissions is intentional.

Anyone who repeatedly misclassifies lead sources to receive compensation beyond what they've earned is taking money that doesn't belong to them. This is treated as a serious integrity violation and will result in repayment to the brokerage of the overpaid amount plus potential disciplinary action.

The solution is simple: Enter lead sources accurately from the start. If you're unsure how to classify a lead, ask. Getting it right protects everyone.

Re-engagement Strategies

Dead leads sometimes come back to life. Have systems in place to catch these opportunities.

Monthly "Attic Check"

Once a month, review your dormant leads:

- Sort by last contact date
- Look for any recent website activity or email opens
- Identify candidates for re-engagement outreach

Behavioral Signals to Watch

- Website visits (especially multiple in a short period)
- Email opens (particularly on listing alerts)
- Property saves or favorites
- Return visits to previously viewed listings

When you see these signals, reach out personally. The automation is working — now add the human touch.

Market Trigger Campaigns

Use market events as outreach excuses:

- Interest rate changes ("Rates just dropped — is now the right time?")
- New inventory in their criteria ("Just listed — thought of you")
- Seasonal shifts ("Spring market is heating up")
- Anniversary of their original inquiry ("Still thinking about making a move?")

These touchpoints feel helpful rather than salesy because you're providing relevant information.

Pipeline Management

A clean pipeline reveals your real opportunities. A cluttered pipeline hides them.

Pipeline Rules

Move leads forward through stages promptly. Don't let leads sit in the "Lead" stage indefinitely.

New leads must move out of "Lead" within 24 hours. Either you've made contact (move to appropriate stage) or you haven't (move to "Attempting Contact"). A Zillow lead sitting in Lead is the first thing Zillow looks at, and an agent with more than two leads in the Lead stage is paused from Zillow leads until they're cleared.

Never move backward except to Nurture. If a lead goes cold, move them to Nurture (see Section III, Follow Up Boss).

Move to Nurture, never Trash or delete. Deleted records break tracking and create compliance issues. For Zillow leads, "Trash" syncs to "Rejected" in Zillow's CRM — this permanently breaks your My Agent relationship. Rejecting Zillow leads is against brokerage policy.

When a lead goes cold, move them to "Nurture" stage in FUB and send them to long-term care in BoldTrail (see "Moving a Lead to Long-Term Care"). Remember: they're not dead — they're in a coma. They might wake up someday, and when they do, you want to be the agent they remember.

Weekly pipeline hygiene. Every week, review your pipeline and clean up:

- Stale leads that need decisions
- Incorrect stages
- Missing information
- Overdue tasks

Common Mistakes to Avoid

Mistake #1: Waiting to Call

The Problem: Lead comes in at 3 PM, you're busy, you'll call them "first thing tomorrow."

The Reality: By tomorrow, they've already talked to three other agents and chosen one.

The Fix: Call within 5 minutes or delegate immediately.

Mistake #2: Generic Follow-up

The Problem: "Just checking in!" emails that provide no value.

The Reality: These get ignored and train prospects to ignore you.

The Fix: Every touch should provide value — a new listing, market insight, answer to a question, or specific next step.

See the difference:

Generic (Low Conversion):

> "Hi John, just checking in to see if you're still looking for a house. Let me know if I can help!"

Personalized (High Conversion):

> "Hi John, I noticed you were looking at 3-bedroom homes in Citrus Hills last month. Two new properties just hit the market in that area that match your criteria — one even has the garage workshop you mentioned. The market's been moving fast there. Worth a quick conversation?"

The personalized message shows you remember them, you're paying attention, and you have something specific to offer. That's the difference between getting ignored and getting a callback.

Mistake #3: No Next Step

The Problem: Great conversation, but you end with "I'll be in touch" and no specific follow-up scheduled.

The Reality: Without a scheduled next step, the lead drifts away.

The Fix: Before ending any conversation, confirm the next contact: "I'll call you Tuesday at 2 PM with those listings."

Mistake #4: Avoiding the Appointment Ask

The Problem: Long conversations about market conditions and neighborhoods without asking for the appointment.

The Reality: The lead wanted to see homes. You talked them to death instead.

The Fix: Practice your script until the appointment ask is automatic. Role-play with colleagues. Make it natural and confident.

Mistake #5: Letting the Pipeline Get Cluttered

The Problem: Never moving cold leads to long-term nurture because it feels bad to admit they're not happening right now.

The Reality: A cluttered pipeline hides your real opportunities and makes your job harder.

The Fix: Weekly pipeline hygiene. Be honest about lead status. Move cold leads to Nurture (and BoldTrail), focus your active pipeline on what's real.

Mistake #6: Making Calls from Your Cell Phone

The Problem: "It's easier to just call from my phone" instead of using FUB.

The Reality: Those calls don't count toward your Zillow metrics. You're working hard but getting no credit.

The Fix: All Zillow calls through FUB. Period.

Mistake #7: Reactive Communication

The Problem: Waiting for clients to call you with questions instead of proactively providing updates.

The Reality: By the time they call, they're frustrated. Their trust erodes with every question you should have anticipated.

The Fix: Make the call before they have to. Be the one initiating communication.

Mistake #8: Giving Up After 2-3 Attempts

The Problem: You call twice, get voicemail, and move on to easier prospects.

The Reality: 80% of sales occur between the 5th and 12th contact. Most agents quit before the real conversion window even opens.

The Fix: Use the Terminator Voicemail Strategy. Commit to the 10-day intensive follow-up standard. Persistence is professional.

Summary

Philosophy

- **Embrace the "failure business":** Even elite agents fail to close 85% of leads. Your job is to efficiently identify your wins.
- **Every conversation must have a next step**
- **Speed to lead is critical:** Respond within 5 minutes; odds drop 400% if you wait 10
- **The Magic Formula:** 5 contacts over 4 days generates highest conversion
- **Set it and forget it:** Trust the system, do the follow-up
- **If it's not in a task, it doesn't exist**
- **Incoming calls = problems; outgoing calls = control**
- **Automate where you can, personalize where it counts**

Lead Lifecycle

- **Phase 1 (0-48 hours):** Hot Connection — 80% of your initial energy here
- **Phase 2 (Days 3-30):** Warm Follow-up — 7-10 touches, maintain relationship
- **Phase 3 (30+ days):** Dormant/Cold — systematic nurture and re-engagement

Systems

- **Follow Up Boss:** Zillow customers realistically buying in the next six months and Zillow compliance — calls are RECORDED
- **BoldTrail:** Everyone else — long-term care, sphere, forever clients, and marketing — calls are LOGGED (not recorded)
- **Long-term care:** Email the Managing Broker three to five names; the office runs the transfer and confirms it is done
- **Lead ponds:** Phone calls only; claim a keeper in FUB, then email the Managing Broker to move it to you in BoldTrail
- **FUB usage:** 75% required for Zillow Preferred; under 75% = Yellow rating
- **Productive.ai ($29.00/month):** Optional call recording for BoldTrail

Daily Workflow

- Protect 25% of time for marketing/lead activities (Big Rocks first)
- Start with Vitals Dashboard (BoldTrail)
- Complete the Golden 10-Minute Routine
- Morning Step 1: FUB (new leads, Inbox, Tasks, Smart Lists)
- Morning Step 2: BoldTrail (Dashboard, activity review, new lead processing)

- Midday: Action Block (calls, emails, updates)
- End of Day: Clear tasks, move cold leads, ensure next steps set

Smart Lists (Review Daily)

- Engaged – No Appointment
- Appointment Set
- Shown – No Offer
- Low/No Contact (30+ days)

Response Time Standards

- Zillow Preferred live connects: handled in real time during the transfer
- Zillow Seller Leads and all other leads: same day, 1-hour target
- Broker-assigned leads: 1 hour
- 10-Day Intensive: 5 contacts in 4 days, then daily through day 10

Zillow Preferred Requirements

- **Governed by the FSP Zillow Preferred Field Manual:** pickup, pausing, lead balance, ZIP codes and the scorecard
- **Performance:** 75% FUB Fulfillment, 70% ALM, 88 CSAT, 5% closing rate minimum
- **Operational Health:** 75% FUB Fulfillment, 75% Closing Docs, 95% Payment Punctuality
- **How we measure you:** closing rate over the last 90 days (Back Office contracts by acceptance date ÷ Follow Up Boss Zillow leads), 5% floor and 8.5% goal; met-with 20% / 25%; ZHL transfer 7% / 10%; shared deals count half
- Pickup rate is measured by Zillow and by us
- More than two leads in the Lead stage = paused until they're cleared
- Appointment ask within 30 seconds
- All calls through FUB (compliance requirement)
- 75% attendance at the biweekly Friday 11 AM meetings; Zillow's ALM class on the off-week for agents in their first 90 days or under a 5% closing rate
- Five Mandatory Standards: 100% adoption, status compliance, log every touch, never delete, keep current
- Zillow Preferred agreement: never turn down a tour, never get in the way of a Zillow Home Loans loan, outside referrals only with Zillow's written approval

Terminator Strategy

"It can't be bargained with. It can't be reasoned with... And it absolutely will not stop... ever, until you are dead!"

In sales, "dead" means they said no. Only stop **active** follow-up when confirmed: they've signed with another agent, they refuse to work with any agent, or they've abandoned their plans entirely. Until then, use the Terminator Voicemail — specific callback times you actually honor — until they pick up and give you an answer.

But "no" doesn't mean "never." When you get your no, transition them to passive BoldTrail nurture. Keep your name in front of them automatically until they re-engage — could be months, could be years. When they pop back up with website activity, that's your signal to call. You can maintain hundreds of leads this way with zero effort until it's time.

Nurture Transition Documentation

When moving a lead from active follow-up to long-term nurture: document the reason, confirm BoldTrail campaign enrollment, and set a re-engagement trigger before ending active outreach. The handoff from you to your CRM must be documented — not assumed.

Pipeline Rules

- Move leads forward through stages promptly
- New leads must move out of "Lead" within 24 hours
- Never move backward — only forward, or to Nurture
- Move to Nurture, never Trash Zillow leads (Trash = Rejected in Zillow, breaks My Agent relationship)

Referrals

- Outgoing: Through Referral Coordinator only
- Incoming: 25% or less without approval; over 25% requires broker approval
- In-house: Negotiated between agents; put it in writing

Lead Source Tracking

- Required for all transactions in Back Office
- Accuracy mandatory — especially for referral fee sources
- Misclassification = you repay the overpaid amount to the brokerage
- One omission is a mistake; two is intentional

Section XI: Lead Management & CRM Last Updated: October 2026 — Version 4 Next Review: Upon system changes or annually, whichever comes first

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End of Section XI

SECTION XII: PROFESSIONAL STANDARDS

Overview

Real estate is a profession built on trust. Every transaction involves someone's largest financial asset, their most personal space, or their biggest investment decision. The standards we uphold — ethical, legal, and professional — determine whether we deserve that trust.

This section covers the professional standards expected of every agent affiliated with BHHS Florida Showcase Properties. These aren't arbitrary rules or corporate box-checking exercises. They're the foundation that protects your license, your reputation, your clients, and this brokerage.

The baseline: We don't just meet minimum standards. We exceed them. Our reputation in Citrus County has been built over three decades by agents who understood that professionalism isn't a burden — it's a competitive advantage.

Code of Ethics

NAR Code of Ethics — Required, Not Optional

Every agent affiliated with this brokerage is bound by the National Association of REALTORS® Code of Ethics. This isn't a suggestion or a nice-to-have — it's a contractual obligation that comes with your REALTOR® membership.

The Code contains 17 Articles covering:

- **Duties to Clients and Customers** (Articles 1-9): Protecting and promoting client interests, honesty with all parties, cooperation with other brokers, avoiding misrepresentation, making services available competently and without discrimination
- **Duties to the Public** (Articles 10-14): Truthful advertising, competence in practice areas, avoiding unauthorized practice of law, cooperation with regulatory bodies
- **Duties to REALTORS®** (Articles 15-17): Honest dealings with other REALTORS®, arbitration of disputes, respect for other brokers' relationships

Why this matters to you:

Ethics complaints can result in fines, mandatory education, suspension, or expulsion from your local, state, and national associations. Beyond that, ethics violations often trigger license law investigations by the Florida Department of Business and Professional Regulation (DBPR). A single complaint can cascade into multiple proceedings with compounding consequences.

Your responsibility:

- Know the Code. Read it annually — it's updated regularly
- Complete required ethics training (minimum every three years per NAR)
- When in doubt about whether an action is ethical, ask before acting
- Report potential violations through proper channels rather than ignoring them

The full Code of Ethics is available at nar.realtor. If you haven't read it recently, do so this week.

The Practical Application

The Code of Ethics isn't just for formal complaints and arbitration hearings. It should guide your daily decisions:

Article 1 in practice: As a Transaction Broker, you must protect and promote your customer's interests within the duties allowed by Florida law, while dealing honestly and fairly with all parties. You may not disclose confidential information protected by the brokerage relationship, and you may not work to the detriment of one party when the brokerage is involved with both sides of a transaction. In practice: don't tell a buyer what price your seller will accept, and don't tell a seller what your buyer is willing to pay. This seems obvious, but in the heat of negotiation, agents sometimes blur these lines.

Article 2 in practice: Avoid exaggeration, misrepresentation, and concealment of pertinent facts. If there's a material defect, disclose it. If you don't know something, say so — don't guess and present it as fact.

Article 3 in practice: Cooperate with other brokers unless cooperation is not in the client's best interest. "Not in the client's best interest" doesn't mean "inconvenient for me" or "I don't like that agent."

Article 12 in practice: Be honest and truthful in advertising. This includes social media posts, which are advertising. It includes verbal claims about your production or experience. If you say you're the "#1 agent in Citrus Hills," you'd better have the data to back it up.

Board of REALTORS® Membership

Membership Is Mandatory

All licensed agents affiliated with BHHS Florida Showcase Properties must be members of the Realtors Association of Citrus County (RACC).

This is not negotiable. RACC rules require that all licensees working under a member broker must also be members. Beyond the rule, membership provides:

- MLS access (you cannot effectively practice without it)
- REALTOR® trademark usage (required for our brand compliance)
- Professional development opportunities
- Networking and referral relationships
- Arbitration and mediation services
- Legislative advocacy for the industry

Your Membership Obligations

As an RACC member, you agree to:

- Pay dues on time (annual dues are your responsibility as an independent contractor)
- Attend required meetings when called
- Participate in arbitration or ethics proceedings when summoned
- Follow MLS rules and regulations
- Complete required education (including ethics training)
- Maintain current contact information with the Board

MLS Compliance

Your MLS access comes through your Board membership. MLS rules are detailed, specific, and enforced. Violations can result in fines ranging from $50.00 to $15,000.00 depending on the offense and whether it's a repeat violation.

Common MLS violations to avoid:

- Failing to enter listings within the required timeframe (within five business days of the listing agreement, or within one business day once the property is marketed publicly (Stellar's rule))
- Incorrect status changes or delayed status updates
- Photos that don't match the property
- Remarks that violate fair housing or advertising rules
- Failing to report sales price after closing
- Using lockbox access for unauthorized purposes

The full MLS Rules and Regulations are available at rules.stellarmls.com. Know them. Follow them. Stellar MLS bills its fines to the agent (see Section IX).

Professional Conduct & Office Behavior

The Standard

To be a professional, you must act professionally. This applies whether you're in the office, at a showing, at a closing table, or posting on social media.

A professional atmosphere excludes:

- Gossip about other agents, clients, or transactions
- Loud personal conversations that disrupt others
- Negative commentary about competitors
- Complaints about clients within earshot of anyone
- Unprofessional language or behavior
- Drama of any kind

Why this matters:

Clients form impressions based on everything they observe. If a buyer walks into our office and sees agents complaining about difficult sellers, what does that buyer think will happen when they become "difficult"? If a seller hears an agent gossiping about another client's financial situation, will they trust us with their own?

Respect for Colleagues

This office operates on mutual respect. That means:

- Addressing conflicts directly and privately rather than through passive-aggressive behavior
- Giving credit where it's due
- Helping colleagues when you can, even when there's no direct benefit to you
- Not disparaging other agents' listings, sales, or methods
- Treating staff with the same respect you'd show a top-producing agent

Professional Communication, Privacy, and Office Culture

BHHS Florida Showcase Properties is committed to maintaining a professional office culture built on trust, respect, maturity, and discretion. Every agent and staff member is expected to contribute to an environment where people can focus on clients, transactions, training, production, and professional growth without being distracted or harmed by rumors, personal commentary, side conversations, cliques, or unnecessary discussion about others.

This office includes people of different ages, backgrounds, personalities, production levels, and stages of life. Those differences are not a license for judgment, speculation, exclusion, or commentary. Professionalism requires that we treat one another with basic dignity whether we are close friends, casual colleagues, competitors for business, or simply sharing the same workspace.

The standard is simple: if the conversation would embarrass someone, divide the team, damage trust, harm someone's reputation, or serve no legitimate business purpose, it should not happen in this office.

Prohibited conduct includes:

- Repeating rumors or personal information about another agent, staff member, client, customer, vendor, or business partner
- Speculating about someone's private life, relationships, finances, family situation, health, personal choices, motivations, or circumstances
- Making comments that could embarrass, isolate, undermine, or damage another person's reputation
- Discussing another person's business, production, challenges, clients, transactions, personal matters, or perceived shortcomings when there is no legitimate business reason to do so
- Creating or participating in side conversations that cause tension, division, distrust, or cliques within the office
- Encouraging others to take sides in personal disagreements
- Sharing information that was received in confidence or that a reasonable person would understand to be private
- Using humor, sarcasm, or "just joking" comments to demean, embarrass, or criticize another person
- Continuing a conversation after it is clear the subject is inappropriate, personal, or harmful

This policy does not prohibit ordinary friendliness, social conversation, humor, or normal relationship-building among colleagues. A warm office culture is encouraged. The line is crossed when conversation becomes personal, invasive, reputation-damaging, divisive, or unrelated to any legitimate business purpose.

This policy is also not intended to restrict lawful or appropriate discussions about compensation, working conditions, discrimination, harassment, safety, ethics, compliance, transaction concerns, client service issues, or other legitimate workplace or brokerage matters.

Agents and staff members are encouraged to bring legitimate concerns directly to the broker or appropriate manager so they can be addressed responsibly.

If you have a concern about another person's work-related conduct, bring it to the broker directly. Do not process it through hallway conversations, group texts, office speculation, or informal commentary with people who are not in a position to resolve it.

If the issue is not work-related and does not affect the brokerage, a client, a transaction, compliance, safety, or professional conduct, it is not office business.

Violations of this policy may result in coaching, verbal or written warning, loss of office privileges, removal from lead programs, termination of the independent contractor relationship or employment relationship, or other action the broker considers appropriate based on the seriousness of the conduct, its impact on the office, and whether it continues after the issue has been addressed.

A professional office requires discretion. Speak about people as though they could walk into the room at any moment. Better yet, speak in a way that would make that moment unnecessary to fear.

Representing the Brokerage

When you're in the field, you represent BHHS Florida Showcase Properties. Your conduct reflects on every agent in this office and on our 30+ year reputation in this community.

This means:

- Be punctual for appointments — showing up late tells clients their time doesn't matter
- Be prepared — know the properties, know the market, know your client's situation
- Be responsive — return calls and messages promptly
- Be honest — even when honesty is uncomfortable
- Be calm under pressure — transactions get stressful; professionals don't add to the stress

Working Together and Advertising as a Team

As an independent contractor, you are free to team up with other agents. In the Managing Broker's experience, and in the history of this brokerage, the partnerships that last are families working together; most other teams come apart. That is why we don't recommend it.

If you decide to team up anyway, the office will help you with your marketing: a shared logo in BHHS colors, joint profiles, and listing and buyer materials that carry everyone's name.

Teaming up does not change how the brokerage treats you. Every agent on a team is still an individual agent of FSP. Each of you has your own independent contractor agreement, your own split level, your own files in Back Office, and your own responsibility for following this manual. The Managing Broker supervises each of you directly, and one agent never supervises another's business. Money moves between agents only under a written referral or co-listing agreement the Managing Broker has approved.

The one exception is a family team: spouses, a parent and child, or brothers and sisters working together in the business. The brokerage treats a family team as one unit: it climbs the split levels on its combined income and reports as one line on office production reports. A family team is set up with the Managing Broker in writing.

Advertising yourselves as a team. Calling yourselves a team in public, with a team name, a team logo, or "Team" or "Group" in an ad, brings extra rules under Florida's team-advertising rule (Rule 61J2-10.026) and the BHHS brand standards. Before any team name or team branding is used anywhere, the Managing Broker must approve it in writing. At a minimum:

- The brokerage name, Berkshire Hathaway HomeServices Florida Showcase Properties, appears on every piece, and it is at least as large as the team name.
- The team files the name of every member and a designated contact with the Managing Broker, and updates it when anyone joins or leaves.
- Team logos use only BHHS cabernet, black or white.
- Team names stay out of listing photos and MLS public remarks.

Ask the Managing Broker before you print, post or order anything with a team name on it.

The Zillow team and the Terra Vista Home Team are lead programs, not teams in this sense.

Dress Code & Professional Appearance

The Principle

The way you dress communicates how seriously you take your work and your clients' business. We're asking people to trust us with the largest financial transactions of their lives. They expect us to look like we belong in that role.

The Standard

Business professional or business casual is appropriate for:

- Client meetings
- Listing presentations
- Showing property (residential)
- Office hours
- Closings
- Any situation where you might encounter clients or the public

What this looks like:

- Collared shirts, blouses, or professional tops
- Dress pants, khakis, or professional skirts/dresses
- Closed-toe shoes in good condition
- Clean, pressed, well-fitted clothing
- Minimal cologne/perfume (some clients are sensitive)
- BHHS name badge visible

What this doesn't look like:

- Jeans (exception: showing vacant land or construction sites)
- Athletic wear, shorts, or flip-flops
- Clothing with visible logos other than BHHS
- Overly casual or revealing attire
- Anything you'd wear to the gym, beach, or nightclub

The Exception

When showing vacant land, acreage, or properties under construction, practical clothing is acceptable. Jeans and boots make sense when you're walking a 10-acre parcel. Use good judgment — if there's any chance you'll meet clients in a professional setting afterward, dress accordingly or bring a change of clothes.

First Impressions

Remember: You never get a second chance at a first impression. A client who meets you looking polished and professional starts the relationship with confidence. A client who meets you looking disheveled starts with doubt. Why create an unnecessary obstacle?

Cooperation with Other Brokers

The Expectation

Real estate is fundamentally a cooperative business. The vast majority of transactions involve agents from different brokerages working together. Your ability to cooperate professionally directly impacts your income and your clients' outcomes.

Cooperation means:

- Responding promptly to showing requests and inquiries
- Providing accurate information about your listings
- Treating cooperating agents with respect

- Honoring appointments and commitments
- Sharing information that helps the transaction proceed smoothly
- Following through on what you say you'll do

When Cooperation Is Tested

Cooperation is easy when everything goes smoothly. It's tested when:

- The other agent is difficult, unresponsive, or incompetent
- The transaction hits obstacles
- Negotiations get contentious
- Personalities clash

Your standard doesn't change based on the other agent's behavior. You remain professional, responsive, and cooperative regardless of what the other side does. This protects your client, protects your reputation, and often de-escalates difficult situations.

The Competitive Reality

Yes, other agents are your competitors. Yes, you want your listings to sell and your buyers to win. But competition and cooperation aren't mutually exclusive. You can compete fiercely for listings and buyers while cooperating fully once a transaction begins.

The agents who earn the best reputations are known for being easy to work with, not difficult. Other agents actively want to show their listings and write offers on their deals because the transaction will go smoothly. That reputation generates business.

Confidentiality Requirements

What Confidentiality Means

Your clients share sensitive information with you: financial details, family situations, motivations for buying or selling, negotiating positions, and personal circumstances. That information is confidential and must be protected.

Confidentiality obligations:

- Do not disclose client information to anyone not authorized to receive it
- Do not discuss client situations in public places where you might be overheard
- Do not share client details with other agents in the office (even casually)
- Do not use client information for any purpose other than serving that client
- Maintain confidentiality even after the transaction closes
- Maintain confidentiality even after the client relationship ends

What You Cannot Disclose

For sellers:

- Motivation for selling (divorce, financial distress, job loss, health issues)
- Minimum price they will accept
- How long they're willing to wait
- Personal or financial circumstances affecting the sale
- Any information that could weaken their negotiating position

For buyers:

- Maximum price they're willing to pay
- Urgency or timeline pressures
- Financial details beyond what's necessary for the transaction
- Personal circumstances affecting their purchase
- Any information that could weaken their negotiating position

Exceptions

Confidential information may be disclosed when:

- The client provides written authorization
- Disclosure is required by law (subpoena, court order)
- Disclosure is necessary to prevent a crime
- The information becomes public through other means

When in doubt, don't disclose. Ask the broker if you're uncertain whether disclosure is appropriate.

The Practical Reality

Confidentiality violations often happen casually rather than intentionally. An agent mentions to a colleague that "my seller is getting desperate" or tells a buyer's agent that "they really need to sell quickly." These offhand comments can cost clients thousands of dollars and expose you to liability.

The rule: If you wouldn't want your client to hear you say it, don't say it.

Conflicts of Interest

Identifying Conflicts

A conflict of interest exists when your personal interests could interfere with your duty to act in your client's best interest. Recognizing conflicts is the first step to managing them properly.

Common conflicts include:

- Purchasing a property you have listed
- Selling your own property to a client
- Representing both buyer and seller in the same transaction
- Receiving compensation from multiple parties without disclosure
- Having a personal relationship with another party to the transaction
- Having a financial interest in a property, vendor, or service provider involved in the transaction

Managing Conflicts

When a conflict exists or might exist:

1. **Disclose immediately and completely** to all affected parties
2. **Document the disclosure** in writing
3. **Obtain written consent** from affected parties to proceed
4. **Consider whether you should withdraw** from representation

Some conflicts can be managed with proper disclosure and consent. Others require you to step back entirely. When in doubt, discuss the situation with the broker before proceeding.

The Broker's Role

Bring potential conflicts to the broker early. Don't wait until you're deep into a transaction to mention that the buyer is your cousin or that you have a side agreement with a vendor. Early disclosure allows us to structure the transaction properly and protect everyone involved.

Personal Real Estate Transactions

Full Disclosure Required

When you buy or sell real estate personally — whether as an investment, for family, or for any other purpose — your license status must be disclosed to all parties. This applies regardless of whether you're acting as an agent in the transaction.

Required disclosures:

- You hold a real estate license
- You are affiliated with BHHS Florida Showcase Properties
- You may have access to information not available to the public
- In purchase transactions, you are acting in your own interest, not representing another party

These disclosures must be made in writing and should appear in the contract itself.

When You Purchase Property

When a licensed agent affiliated with this brokerage purchases property for personal use, the following applies:

Compensation Structure (Personal Residence):

You will negotiate buyer-side compensation as you would for any buyer client. The standard request is 3%, but sellers may agree to less — or nothing.

The brokerage retains 1% of the purchase price, regardless of what the seller pays. This is non-negotiable. Whatever compensation you secure beyond that 1% is credited to you as the buyer, typically applied toward closing costs.

How this works in practice:

Seller Pays	Brokerage Retains	Agent Credit
3%	1%	2% toward closing costs
2.5%	1%	1.5% toward closing costs
2%	1%	1% toward closing costs
1%	1%	Nothing — brokerage minimum satisfied
0%	1% (agent owes at closing)	Nothing — agent pays brokerage 1%

Why it works this way:

The brokerage carries liability on every transaction: E&O exposure, administrative burden, broker supervision requirements, and regulatory risk. The 1% ensures the brokerage is compensated for that risk rather than taking on liability for zero return. What you negotiate beyond that is your benefit — but negotiating the brokerage's 1% is not an option.

Compensation Structure (Investment Property):

When purchasing investment property, second homes, properties owned by LLCs you control, or properties you're flipping, the personal residence benefit does not apply. Standard 3% buyer-side compensation is requested, and you receive your normal split with no additional credit.

Documentation Requirements:

- The purchase contract must disclose that the buyer is a licensed real estate agent affiliated with BHHS Florida Showcase Properties
- The buyer-side compensation and credit structure should be clearly documented
- All standard Buyer Brokerage Agreement and Compensation Disclosure requirements apply

Purchasing an In-House Listing

When you want to purchase a property listed by this office — whether personal residence or investment property — additional protections apply due to the inherent conflict of interest:

1. **Notify the broker immediately** upon developing serious interest
2. **The broker will review your offer** before it is presented
3. **A different agent (or the broker) will present your offer** to the seller
4. **The seller must be clearly informed** that the buyer is an agent with this brokerage
5. **You may not negotiate directly with the seller** or use confidential listing information to your advantage

The listing-side compensation is never affected by who the buyer is. The listing agent and brokerage receive their full contractual fee regardless of whether the buyer is one of our agents.

Compensation on in-house purchases:

- Personal residence: Brokerage retains 1% minimum; anything above 1% credits to you
- Investment property: Standard compensation, normal splits, no credit

When You Sell Your Personal Residence

When a licensed agent affiliated with this brokerage sells property they personally own as their primary residence, the following applies:

Listing Requirement:

You must list the property with BHHS Florida Showcase Properties. You may list it yourself (if qualified) or have another agent in the office take the listing.

Compensation Structure:

The brokerage will charge a reduced listing-side fee of **1%** (rather than the standard 3%) on the sale of your personal primary residence. This 1% is subject to your normal split with the brokerage.

Why it works this way:

Selling your own home doesn't require the same level of service as selling a client's home — you're not prospecting for this listing, you're intimately familiar with the property, and you're handling much of the process yourself. The reduced fee recognizes this while ensuring the brokerage receives compensation for the liability, broker oversight, and administrative support involved in every transaction.

What This Applies To:

This reduced fee applies only to your personal primary residence — the home you live in. It does not apply to investment properties, second homes, flips, or properties owned by family members or entities you control.

Documentation Requirements:

- The listing agreement must disclose that the seller is a licensed agent affiliated with BHHS Florida Showcase Properties
- All standard listing procedures, disclosures, and MLS requirements apply
- The property must be marketed through normal channels (MLS, signage, etc.) unless the seller directs otherwise in writing

Buyer-Side Compensation:

The buyer-side compensation offered on your personal listing follows standard brokerage policy. You are not required to reduce the buyer-side offer because you're receiving a reduced listing-side fee.

When You Sell Investment Property

When selling investment property, second homes, properties owned by LLCs you control, or properties you're flipping:

- You must list with BHHS Florida Showcase Properties
- Standard listing fee applies (no reduced rate)
- Normal splits apply
- All standard listing procedures and disclosures required

Summary Table

Scenario	Property Type	Listed By	Compensation Structure	Agent Benefit
Agent BUYS	Personal residence	Another brokerage	Brokerage retains 1% minimum; balance credited to agent	Up to 2% toward closing costs (depends on what seller pays)
Agent BUYS	Personal residence	Our office (in-house)	Brokerage retains 1% minimum; balance credited to agent; broker review required; separate agent presents offer	Up to 2% toward closing costs (depends on what seller pays)
Agent BUYS	Investment property	Another brokerage	Standard compensation, normal splits	Normal split only
Agent BUYS	Investment property	Our office (in-house)	Standard compensation, normal splits; broker review required; separate agent presents offer	Normal split only
Agent SELLS	Personal residence	Must list with our office	1% listing fee to brokerage (splits apply)	Reduced fee (1% vs. standard 3%)
Agent SELLS	Investment property	Must list with our office	Standard listing fee, normal splits	Normal split only

Note: Listing-side compensation is never affected by who the buyer is. If an agent purchases an in-house listing, the listing agent and brokerage receive their full contractual fee.

Transaction Brokerage — Our Exclusive Practice

Florida Law and Our Policy

Florida allows two forms of brokerage relationships: single agent representation (full fiduciary duties to one party) and transaction brokerage (limited representation facilitating the transaction without advocating for either party).

BHHS Florida Showcase Properties operates exclusively as a transaction brokerage.

In more than nine years of operation under current broker management, we have never handled a single transaction as a single agent — not once. This is intentional. Transaction brokerage provides appropriate service to our clients while managing the liability and conflict issues that single agency can create, particularly in a market where in-house transactions are common.

The Policy

Agents affiliated with BHHS Florida Showcase Properties are not authorized to operate as Single Agents, offer Single Agent representation, imply fiduciary representation, or use Single Agent forms.

This is not a suggestion. This is a firm policy. As a matter of current brokerage policy, Single Agent representation is not offered in ordinary brokerage practice and approval should not be expected.

If a client requests Single Agent representation, you must:

1. **Stop the conversation immediately** — do not agree, discuss, or imply that Single Agent status is available
2. **Contact the broker before making any statement, promise, disclosure, or form selection**
3. **The broker will review the request**, but as a matter of current brokerage policy, Single Agent representation is not offered in ordinary brokerage practice and approval should not be expected
4. **Unless the broker gives written authorization**, you must continue only as a Transaction Broker or decline the engagement

Why this matters:

Florida law recognizes Single Agent representation, which carries full fiduciary duties — loyalty, confidentiality, full disclosure, obedience, and reasonable care. Those duties create significant liability exposure and conflicts when the same brokerage is involved with both sides of a

transaction. Our Transaction Broker model has served our clients well for decades without those complications. We do not use the Single Agent model.

Understanding the Difference — For Context Only

Florida law provides for two brokerage relationships. We use one of them.

Transaction Broker (Our Standard):

- Deals honestly and fairly with all parties
- Accounts for all funds entrusted
- Uses skill, care, and diligence
- Discloses all known material facts affecting value
- Presents all offers and counteroffers
- Limited confidentiality (does not include motivation or willingness to accept terms)

Single Agent (Not Used by This Brokerage): Florida law recognizes Single Agent status, which carries full fiduciary duties to one client — loyalty, confidentiality, obedience, full disclosure, and duty to advise. This is not how BHHS Florida Showcase Properties operates, and agents are not authorized to offer, imply, or transition into this relationship type.

In-House Transactions

When a buyer working with our office wants to purchase a property listed by our office, transaction brokerage handles this smoothly — you're facilitating for both parties without the conflict that single agency would create.

The Reality of Double-Ending Transactions:

Yes, representing both buyer and seller on the same transaction is a financial windfall. You get both sides of the compensation. But it's also a recipe for unhappy customers and accusations of unfairness.

When negotiations get heated — and they often do — you're on both sides of that negotiation. The buyer thinks you're favoring the seller. The seller thinks you're favoring the buyer. Neither party feels fully represented, and both end up questioning whether you were looking out for their interests.

Our Recommendation:

When you procure a buyer for one of your own listings, consider bringing in another agent to represent the buyer. Split the buyer-side compensation with them in exchange for them handling the buyer relationship through closing.

Why this makes sense:

- Neither party feels like you're favoring the other side
- You avoid the inevitable "you're not representing me" conversation
- Heated negotiations don't put you in an impossible position
- You still get the full listing side plus a portion of the buyer side
- Three-quarters of a loaf beats a complaint, a bad review, or a blown deal

This isn't required — you can legally handle both sides as a transaction broker. But sometimes taking slightly less compensation saves you significant headaches and protects your reputation with both clients.

If You Do Handle Both Sides:

1. **Inform both parties upfront** — before negotiations begin, both buyer and seller must know you're representing both sides of the transaction. This isn't optional. It's bad enough when clients get frustrated during a heated negotiation, but if they didn't even know you were representing both sides when tensions rise, the situation gets ugly fast. No one should be surprised to learn their agent is also working for the other party.
2. **Maintain appropriate confidentiality** — do not share one party's negotiating position, motivation, or personal circumstances with the other
3. **Document everything** and involve the broker if tensions escalate
4. **Be prepared** for both parties to feel underserved at some point in the transaction — it comes with the territory

Protecting All Parties

In every transaction — whether in-house or with a cooperating brokerage:

- Deal honestly and fairly with all parties
- Do not share confidential negotiating information between parties
- Present all offers and information accurately and promptly
- Let parties make their own decisions without pressure or manipulation
- Document all material communications and decisions
- When in doubt, involve the broker

The goal is a fair transaction where both parties receive professional service, honest dealing, and skilled facilitation.

Handling Complaints

When a Complaint Arises

Complaints happen. Clients get upset. Other agents file grievances. The Board receives concerns. How you handle complaints matters enormously.

If you receive a complaint directly:

1. **Do not argue, become defensive, or make admissions**
2. **Listen carefully** and take notes
3. **Notify the broker immediately** — the same day, not the next week
4. **Do not attempt to resolve the complaint on your own** without broker guidance
5. **Gather all relevant documentation** (emails, texts, contracts, notes)
6. **Follow the broker's direction** on next steps

Board Ethics Complaints

If a complaint is filed with the Board of REALTORS®:

- You will receive official notification
- You have the right to respond in writing
- You may be asked to appear before a hearing panel
- You should notify the broker immediately upon receiving notification
- Consider whether legal counsel is appropriate (the broker can advise)
- Cooperate with the process while protecting your interests

DBPR License Complaints

Complaints to the Florida Department of Business and Professional Regulation are serious:

- DBPR has authority over your license
- Penalties can include fines, required education, license suspension, or revocation
- Notify the broker immediately
- Consult with legal counsel before responding
- Document everything and preserve all records
- Do not destroy any documents that might be relevant

Prevention Is Better Than Response

The best way to handle complaints is to prevent them:

- Communicate proactively — most complaints stem from poor communication
- Document everything — contemporaneous records protect you

- Set realistic expectations — don't overpromise
- Follow procedures — most problems arise when corners are cut
- Ask for help — the broker would rather help you avoid a problem than clean up after one

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Social Media Standards

Professional Representation Online

Your social media presence is an extension of your professional identity. What you post reflects on you, on this brokerage, and on the REALTOR® brand.

Requirements:

- Clearly identify yourself as a licensed real estate agent when posting about real estate
- Include proper brokerage identification when required by advertising rules
- Do not make claims you cannot substantiate
- Do not disparage other agents, brokerages, or industry participants
- Do not post confidential client information
- Do not use photos without proper permission
- Follow fair housing guidelines in all posts

What Not to Post

Never post:

- Client information without written consent
- Interior photos of homes without permission
- Complaints about clients, deals, or other agents
- Political content that could alienate potential clients
- Controversial content that reflects poorly on the profession
- Anything you wouldn't want to see in a Board ethics complaint

The Permanence Problem

Social media feels casual and temporary, but it's not. Posts can be screenshot, shared, and preserved forever. A frustrated vent about a difficult transaction could resurface years later in a complaint, lawsuit, or client's Google search. Post accordingly.

License Maintenance

Your Responsibility

Your real estate license is your authority to practice. Maintaining it is entirely your responsibility as an independent contractor.

Requirements:

- Complete continuing education hours before your renewal deadline
- Pay renewal fees on time
- Keep your license information current (address, brokerage affiliation)
- Notify the brokerage immediately if your license status changes
- Maintain any required errors and omissions insurance

Continuing Education

Florida requires 14 hours of continuing education every two years for license renewal, including:

- 3 hours of ethics or business practices

- 3 hours of core law
- 8 hours of specialty education

Complete your education well before deadlines. Last-minute scrambling creates unnecessary stress and risk.

If Your License Lapses

Practicing real estate without a valid license is illegal. If your license expires, lapses, or is suspended:

1. **Stop all real estate activity immediately**
2. **Notify the broker the same day**
3. **Do not show property, negotiate, or communicate with clients about transactions**
4. **Take immediate steps to reinstate your license**

Transactions involving an unlicensed agent can be voided. Compensation can be forfeited. Criminal penalties may apply. This is not a minor administrative issue.

Summary

Code of Ethics:

- Know and follow the NAR Code of Ethics
- Complete required ethics training every three years
- Apply ethical principles to daily decisions, not just formal complaints

Board Membership:

- Maintain active RACC membership
- Pay dues on time
- Follow MLS rules meticulously

Professional Conduct:

- Act professionally in all circumstances
- Maintain a professional office atmosphere
- Treat colleagues and staff with respect
- Represent the brokerage well in the field
- Teaming up is your choice; every team member stays an individual agent, a family team is treated as one unit, and any team name or branding needs the Managing Broker's written approval

Dress Code:

- Business professional or business casual
- Exception for vacant land/construction showings
- First impressions matter

Cooperation:

- Cooperate with other brokers regardless of their behavior
- Respond promptly and professionally
- Your reputation for being easy to work with generates business

Confidentiality:

- Protect client information absolutely
- Don't disclose motivations, negotiating positions, or personal circumstances
- Maintain confidentiality even after the relationship ends

Conflicts of Interest:

- Identify and disclose conflicts immediately

- Obtain written consent when appropriate
- Consult the broker on complex situations

Personal Transactions:

- Full disclosure of license status required
- Personal residence purchase: Brokerage retains 1% minimum; balance credited to agent toward closing costs
- Personal residence sale: 1% listing fee (reduced from standard 3%)
- Investment property: Standard fees, no special benefits
- In-house purchases: Broker review required, separate agent presents offer

Transaction Brokerage:

- We operate EXCLUSIVELY as transaction brokers
- Single Agent representation is not authorized — stop any client request immediately and contact the broker
- In-house transactions handled smoothly under transaction brokerage
- Notify broker immediately when in-house situations develop

Complaints:

- Notify broker immediately when complaints arise
- Don't argue or make admissions
- Document everything and cooperate appropriately

Social Media:

- Professional representation at all times
- Never post client information without consent
- Remember that posts are permanent

License Maintenance:

- Your responsibility entirely
- Complete CE before deadlines
- If your license lapses, stop all activity immediately

Section XII: Professional Standards Last Updated: October 2026 — Version 4 Next Review: Annually or upon regulatory changes

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End of Section XII

SECTION XIII: TRAINING & DEVELOPMENT

Purpose

Real estate success isn't accidental. It's built through deliberate skill development, consistent practice, and supported learning. This section outlines how we invest in agent growth — from Day 1 through career mastery.

Our training philosophy is simple: **80% is about you, 20% is about the team.** We focus on building individual competence and confidence first, because strong agents create a strong brokerage.

THE REALITY OF THIS BUSINESS

Let's be direct about what you're walking into.

87% of new real estate agents fail within their first five years. Most of those failures happen in the first 18 months — before agents ever see consistent income.

The typical brokerage model is brutal: Get your license → Figure it out yourself → Hope you survive.

That's not how we operate.

Why New Agents Fail: Three Fatal Gaps

Gap 1: No Income for 6+ Months Traditional agents spend months "figuring it out" with zero paychecks. Financial stress leads to desperation. Desperate agents make bad decisions.

Gap 2: No Structure Free online classes, random advice, guessing through contracts. Without a system, new agents waste time on activities that don't produce results.

Gap 3: No Support Left to generate their own leads, find their own clients, solve problems alone. The learning curve becomes a death spiral.

The Doom Loop

Financial desperation → Poor client service → No referrals → Failure

Agents who are financially desperate make decisions from fear, not abundance — and clients can feel it. This is why we've built a system that gets you earning quickly while developing the skills for long-term success.

Our Solution: Structure + Leads + Support

You're different because you have:

- **Zillow Preferred Program:** Immediate lead flow from Day 1 — no cold-calling required
- **Structured Training:** hands-on coaching from the Managing Broker plus your mentor, the FSP AI Academy videos every Thursday, and the on-demand video training tracks on the Agent Hub (quiz-gated)
- **Mentor Support:** Your mentor has skin in the game and benefits when you succeed

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THE ONLY THREE STEPS YOU NEED TO KNOW

The entire real estate business reduces to three steps:

Step 1: Find a Customer Someone who lets you interview for the job. Examples: A Zillow lead calling to see a house, a neighbor asking about home values, a friend-of-a-friend looking to buy.

Step 2: Convert Them to a Client Sign a brokerage agreement. Then help them buy or sell a property.

Step 3: Find Another Customer Through advertising, repeat business, or referrals from happy clients.

Here's the key: Our Zillow Preferred program handles Step 1 for you. But from Day 1, we're teaching you how to master Step 3. The real money and long-term career come from YOUR customers — repeat business and referrals.

YOUR FIRST 90 DAYS: THE SUCCESS ROADMAP

Days 1-7: The Setup Week

Your first week is about getting operational. Every day you delay is money lost.

Essential Actions:

- [ ] Verify software access to all systems (Stellar MLS, BoldTrail Back Office, Follow Up Boss, BoldTrail, BHHS Resource Center)
- [ ] Meet your assigned mentor
- [ ] Book your one-on-one AI setup session at the Managing Broker's desk (Calendly), watch the latest FSP AI Academy videos, and start the on-demand training track on the Agent Hub
- [ ] Master your Zillow appointment-setting script (practice 10+ times out loud)
- [ ] Answer your first Zillow lead
- [ ] Set up your first showing

Technology Setup Verification:

Confirm you can log into:

- Stellar MLS
- BoldTrail Back Office (transaction management)
- Follow Up Boss (active lead management)
- BoldTrail (long-term nurture platform)
- BHHS Resource Center and Learn Center

If anything doesn't work, tell Mark immediately. Don't wait. Don't try to figure it out yourself. Every day without functional systems is a day you're losing leads.

Meet Your Mentor:

Schedule your first shadowing opportunity — showings, contract signings, or inspections. Don't wait for them to check in. **YOU reach out first.**

Days 8-30: Build Your System

Daily CRM Routine (Non-Negotiable):

1. Every morning, review Follow Up Boss for active Zillow leads
2. Schedule callbacks and showings for the day
3. Complete all scheduled tasks before moving on

Speed to Lead: The 78% Rule

78% of deals go to the first responder. Not the best agent — the FASTEST agent.

Zillow buyers are calling 3-5 agents simultaneously. Answer every call immediately — even when it's inconvenient. Book appointments on the spot. Don't "circle back later."

Shadow & Learn:

Floor time with your mentor at least once a week:

- See how they handle objections
- Watch them present offers
- Learn how they manage client expectations

Master These Forms First:

Focus on the essentials:

- Buyer Representation Agreement
- AS IS Contract for Residential Sale & Purchase
- Inspection Addenda

Your First Deal Goal:

Get your first deal under contract by end of Week 4.

Typical timeline: 30-45 days to first closing.

If you're not under contract by Day 30: Schedule an intensive session with Mark. Something in your process needs adjustment.

Days 31-90: Maintain Momentum

Newton's First Law of Realtors:

"An object in motion stays in motion — but when you stop, you're starting over from zero."

The Momentum Trap:

What happens when agents stop prospecting:

1. You go under contract → Feel relief
2. Shift to transaction management → Stop prospecting
3. 60 days later, no income

It takes 30-45 days to rebuild momentum. When you stop prospecting, relationships cool, leads dry up, momentum dies.

Never Become a "Back-Office Agent"

Don't only work on pending deals. The moment you become solely focused on closing current deals, your future income disappears.

Time-Block Your Lead Generation:

9-11 AM Every Day = Prospecting Time

No exceptions. Not even when you're drowning in closings. Treat it like a doctor's appointment that cannot be moved.

Replace Every Pending:

For every deal that closes, immediately add one new pending to your pipeline. This keeps your future income flowing while you celebrate today's success.

Measure What Matters:

Don't just count closed deals. Track:

- How many pending deals do you have?
- How many active prospects?

This predicts your income 60-90 days out.

The Income Difference:

Agent Type	Income Pattern
Stops Prospecting	$12,000.00 → $0 → $8,000.00 (feast or famine)
Maintains Momentum	$6,000.00-$8,000.00 every month (sustainable wealth)

MENTOR PROGRAM

Your Mentor Has Skin in the Game

Your mentor is an experienced agent with three to five years (or more) in the business. They earn a portion of every collaborative deal plus a brokerage-paid bonus. Their success depends on YOUR success. This isn't charity — it's aligned incentives.

What this means for you:

- Daily communication if you're active
- Shadow at showings, signings, inspections

- You're not bothering anyone — we all benefit when you succeed

How It Works

When you join the brokerage as a new agent, you're assigned to work with an experienced mentor. This relationship provides:

- Real-time guidance on transactions
- Shadowing opportunities on listing appointments and buyer consultations
- Collaborative work on office-provided leads (Zillow Preferred and seller leads)
- Accountability and performance feedback
- A safety net that allows you to learn without catastrophic mistakes

Mentor Program Compensation

We've structured the mentor program so you keep more of your income when cash flow matters most — at the beginning of your career. The brokerage subsidizes mentor compensation as an investment in your development.

Mentored transactions are split and the mentor bonus is paid exactly as described in Section V, Mentor Program.

Graduation Requirements

Mandatory mentorship ends when you complete **5 collaborative deals**:

Deal Type	Required Count
Buyer-side transactions	3
Listing-side transaction	1
Land or acreage transaction	1
Total	**5 deals**

This mix ensures you gain experience across all transaction types before working independently.

A Note on Continued Collaboration:

Graduation doesn't mean you're on an island. If you encounter a deal that feels beyond your current experience — a complex negotiation, an unusual property type, a difficult client situation — we encourage you to partner with your former mentor or another experienced agent. These collaborations use a traditional 50/50 peer-to-peer split.

There's no shame in this. It's smart business. Half of a successfully closed deal beats 100% of a deal you lost because you weren't ready to handle it. The best agents know when to ask for help.

The Path to Independence

The mentor program is designed to accelerate your development toward a self-sustaining business:

- **During Mentorship:** Brokerage provides leads; you learn conversion and transaction management
- **Post-Graduation:** You continue receiving brokerage leads while building your own referral base
- **By Year 5:** Goal is self-sufficiency through repeat business and referrals; brokerage leads become a bonus, not a necessity

Proof This System Works

Metric	FSP Result	Industry Standard
Agent Retention (Year 2)	90%	~25%
New Agent Transactions	4x more than local peers	—
Years 2-5 Production	3x county average	—
Lead Conversion Rate	8%	Industry average significantly lower

See Section V: Compensation Structure for complete details on brokerage splits and mentor program economics.

YOUR TECHNOLOGY STACK

Understanding what each tool does and when to use it:

Follow Up Boss (FUB)

Your active lead tool

- Daily to-do list for hot prospects
- Where you manage Zillow Preferred leads (the Zillow customers realistically buying in the next six months)
- Where you manage immediate opportunities
- Call-through compliance for Zillow

BoldTrail

Your personal website, presentation platform, and long-term nurture system

BoldTrail is where your high-end agent website lives — and this is the destination you want your customers searching on. While Follow Up Boss tracks your Zillow leads and their search activity, BoldTrail allows you to set up property search alerts that direct customers to YOUR website instead of Zillow.

Why this matters: Zillow "my agent" status is temporary. Once that connection expires, you risk losing the customer to whoever Zillow connects them with next. By migrating your customers' search activity to your BoldTrail website early, you maintain the relationship regardless of what happens on Zillow.

Presentation Software:

BoldTrail includes powerful presentation tools you'll use throughout your career:

- **Listing presentations** for potential sellers
- **Buyer representation presentations** to demonstrate your value and secure signed agreements
- **Offer presentations** to present your buyer's offer professionally to listing agents and sellers

Professional presentations set you apart. Use these tools — they're included in your technology package.

Use BoldTrail simultaneously with Follow Up Boss on Zillow leads:

- Automated campaigns and drip emails
- Property search alerts on YOUR website
- Staying top-of-mind with past clients
- Marketing automation
- Birthday messages, market updates, "just checking in" touches

See Section XI: Lead Management & CRM for detailed workflows on using both systems together.

Stellar MLS

Your property research engine and listing hub

- Search properties and pull comps
- Research market data
- Create client property searches
- **Upload and manage your listings** — this is where your listings go live to the market

Even as a new agent focused primarily on buyers, your goal from Day 1 is to find listing opportunities. When you get that first listing, Stellar MLS is where you'll enter it. See Section IX for Stellar's rules, required class and the office's listing approval.

BoldTrail Back Office

Transaction management, income tracking, and forms library

- File storage and compliance documentation
- Income tracking
- Transaction status management
- **Florida Realtor-approved forms** — this is where all your up-to-date contracts, addenda, and required forms reside

Always pull forms from Back Office to ensure you're using the current, approved versions.

BHHS Resource Center & Learn Center

Your hub for branded materials and knowledge

- Branded marketing materials
- Training resources
- Real estate knowledge base

Critical Integration Check:

Ensure Zillow leads flow automatically into BOTH Follow Up Boss and BoldTrail. If not, tell Mark immediately.

WEEKLY TRAINING SCHEDULE

How Training Works

Skill training is **on-demand video**: every module lives on the Agent Hub Training tab (with its completion quiz) and the BHHS Training Academy YouTube channel, so you train when it fits your schedule instead of one fixed hour a week.

What is scheduled:

Session	Time	Audience	Focus
FSP AI Academy	Every Thursday, by email by 1:00 PM	All agents	Two short videos: what's new at FSP, what's new in AI. One-on-one setup and catch-up at the Managing Broker's desk, booked on Calendly.
Special all-hands classes	Announced ≥1 week ahead	All agents	Major topics that warrant a live room

New agents get focused help through their mentor and directly from Mark — by appointment, any week, no waiting for a training slot.

Accountability: the on-demand modules are not optional background material — completion is tracked (watch → pass the quiz → next module unlocks), and training completion is considered when assigning perks such as floor time scheduling and company-provided leads.

Training Topics

Core curriculum includes:

Foundational Skills:

- Buyer Brokerage Agreements: value articulation, compensation structures, required scripts
- AS IS Contract deep dives: Florida-specific requirements, practical application
- Pricing & Positioning: CMA methodology, difficult pricing conversations
- Negotiation Skills: offer strategies, multiple-offer situations, concession requests

Systems & Tools:

- Follow Up Boss Boot Camp: lead management, smart lists, daily workflows
- Zillow Preferred Boot Camp: compliance requirements, pickup rate, appointment-ask timing
- BoldTrail Back Office: transaction management, file compliance, status tracking

Productivity & Business Development:

- Time-Blocking: structuring your day for maximum production
- Proactive Communication: "always be the one making the call"
- Sphere Development: building sustainable referral business

Training Philosophy

Our training isn't theoretical — it's designed to answer the question: **"What do I do Monday morning?"**

Every session includes practical takeaways you can implement immediately. We don't train for the sake of training; we train to improve your production and client service.

YOUR SUPPORT TEAM

You're not alone. Every time you make a sale, everyone makes money.

Mark Casper (Broker)

- One-on-one sessions at his desk, in person or on Zoom, booked on Calendly
- Bring questions, issues, and paperwork
- Available by appointment for complex issues

Russell Barber (Sales Manager and Zillow Team Lead) & Ellen Gipson (Office Manager)

- Contract questions
- Escalated issues
- Strategic guidance

Your Mentor

- Daily communication when you're active
- Shadowing opportunities
- Real-time transaction support

The "You're Not Bothering Anyone" Mindset:

Every time you make a sale, everyone makes money — your mentor earns their share, Mark benefits, the brokerage grows. Asking for help is a strategy, not a weakness.

FINANCIAL PLANNING FOR NEW AGENTS

Real estate is notorious for feast-or-famine cycles. One month you're celebrating multiple closings, the next you're wondering where your next income will come from.

The Rooftop First Strategy

Your primary income source should always be selling homes — "rooftops." This provides predictable, scalable income you control through activity.

Know Your Numbers:

- Average Zillow compensation: $3,000.00+
- Target: 2 home sales per month minimum
- This covers your baseline expenses and builds your buffer

Building Your Financial Buffer

Target: 6 months of survival expenses

Strong months build your buffer. Slow months draw from it. This system evens out the peaks and valleys.

Golden Rule: 100% of bonus income (land sales, referral fees, developer deals) goes to your buffer until it's full. No exceptions.

Why Financial Security Matters

You're more effective when you don't need the sale:

- Client relationships transform — you provide genuine service, not desperate sales tactics
- Negotiation power increases — confidence allows you to walk away from bad deals
- Decision quality improves — strategic thinking replaces panic

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CONTINUING EDUCATION

Our Position on Professional Development

Professional competence isn't optional. You cannot call yourself a professional without ongoing investment in education.

Available Resources:

- Real estate seminars and workshops
- REALTORS® Institute courses
- State and National Association conventions
- Board of REALTORS® meetings and education programs
- Industry publications and books
- Online courses and certifications

Financial Support

The brokerage provides substantial operational support that frees your resources for education and removes the financial burden that kills most new agent careers.

What We Provide (Annual Value):

Resource	Annual Value to You
Follow Up Boss CRM	$4,800.00/year ($400.00/month)
BoldTrail Back-Office Systems	$1,800.00/year ($150.00/month)
Professional Photography	$225.00 per rooftop listing you take — 50 individually shot HD photographs plus a Matterport or Zillow 3D tour. Advanced by the brokerage and absorbed when the listing closes, through December 31, 2026.
Zillow Preferred Lead Program	Exclusive to FSP in Citrus County
Training Programs	On-demand video library, monthly sales meeting, FSP AI Academy
Marketing Tools & Platforms	BoldTrail website, branded materials

What the photography line is actually worth to you. The value follows the listings you *take*, not the ones that close — the brokerage pays the photographer either way.

Listings you take in a year	Photography provided	Systems (CRM + Back Office)	Total
4 (the office median in 2025)	$900.00	$6,600.00	**$7,500.00**
8	$1,800.00	$6,600.00	**$8,400.00**
14	$3,150.00	$6,600.00	**$9,750.00**
20 (our top listing producer in 2025)	$4,500.00	$6,600.00	**$11,100.00**

Total Annual Cost Avoidance: $7,500.00 to $11,100.00, depending on how many listings you take — before assigning any dollar value to the Zillow lead program, the training library, or the marketing platform, which are provided on top of the figures above.

*Where these numbers come from: in calendar 2025 this office took **126 rooftop listings** and the brokerage carried the photography on all of them — roughly **$28,350.00** in total photography cost. Fifty-four of those listings closed. The brokerage absorbed the cost on the ones that sold and, as a practical matter, carried most of the rest as well. Vacant land is excluded throughout; land listings do not use a photographer.*

A note on the $225.00 figure. The brokerage's standard responsibility per rooftop listing is $225.00. On a high-value property we will sometimes spend more on photography, and we generally absorb that too — but $225.00 is the number the policy is built on, and anything beyond it requires the Managing Broker's approval in advance.

Beginning January 1, 2027 the program changes to agent-pays (you pay the photographer; the brokerage reimburses up to $225.00 at closing). Every agent will sign a new acknowledgment before then.

By eliminating these expenses, you can focus on serving clients rather than running an expensive small business while still learning the craft.

What You Fund:

- License renewal fees
- Board of REALTORS® dues
- Continuing education courses
- Professional designations (GRI, CRS, ABR, etc.)
- Industry conferences

New agents' licensing and start-up costs can be advanced by the brokerage under a signed agreement; see Section XVII, Advances to New Agents.

Advertising Co-Op: The brokerage offers 50% co-op on agent personal advertising when properly branded with the BHHS logo. See Section XVII, 50/50 Marketing Co-Op Program for details.

SALES MEETINGS

Monthly Sales Meetings

When: The **first Monday of each month**, 10:30 AM (on-site or via Zoom). If the first Monday falls on a holiday, the meeting moves to the second Monday.

Topics Include:

- Review of advertising and marketing
- Company policy updates
- Current financing and market conditions
- Sharing of experiences (wins and lessons learned)
- Guest speakers
- New listing review
- Sales results and recognition

Attendance Requirements

75% live attendance encouraged — whether on-site or via Zoom, being present for the live discussion matters. You can ask questions, participate in conversations, and stay connected with the team.

100% viewing required — every agent is responsible for consuming the content of every sales meeting, no exceptions.

If you miss a live meeting, you're responsible for watching the recording. Later on Monday, you'll receive an email containing:

- Outline of subjects covered
- Links to supporting materials
- AI-generated meeting summary
- Link to the full recording

This isn't optional. The meetings contain time-sensitive information about listings, market shifts, policy updates, and opportunities. Agents who skip meetings and don't watch recordings find themselves out of the loop — and that shows up in their production.

THE YEAR-BY-YEAR TRAJECTORY

Year	Focus	Expected Outcome
Year 1	Foundation	Build systems, develop skills, establish habits, close first deals
Years 2-3	Growth	Increase volume, add income streams, maintain discipline
Year 4+	Mastery	Predictable income, strong reputation, financial freedom

By Year 5: Agents who followed this system are self-sustaining through repeat business and referrals. Brokerage-provided leads become optional supplements, not survival necessities.

Related Sections

- **Section IV:** Independent Contractor Relationship
- **Section V:** Compensation Structure (including Mentor Program details)
- **Section XI:** Lead Management & CRM (Zillow Preferred requirements)
- **Section XIV:** Performance Expectations

Section XIII: Training & Development Last Updated: October 2026 — Version 4 Next Review: December 2026

End of Section XIII

SECTION XIV: PERFORMANCE EXPECTATIONS

The Business of Real Estate

Real estate is a business. While we take genuine satisfaction in helping families find homes, guiding sellers through transitions, and serving our community, we are all here to earn a living. The brokerage exists to put you in a position to make as much money as you can in the time you have — and then to teach you how to manage that time better so you can make even more.

This section establishes the benchmarks, activity standards, and support systems that distinguish professionals who thrive from those who struggle. None of these expectations are punitive. They exist because we've learned what works — and we want you to succeed.

Production Benchmarks

Baseline Competency: $50,000.00 Annual Earnings

Any full-time agent who cannot earn at least $50,000.00 in a calendar year is either doing something fundamentally wrong or should seriously consider whether real estate is the right business for them.

This is not a goal. It's a floor. If you're working full-time and not hitting this number, something in your approach needs to change — and we have resources to help you identify what that is.

First-Year Goal: $75,000.00

For agents completing our training program and committing to full-time production, $75,000.00 in the first full year is an achievable and expected target. The highest earner to come through our program earned $185,000.00 in their first full year. That's not typical, but it demonstrates what's possible when someone commits to the systems, follows the training, and puts in the work.

Ongoing Production Expectations

While we don't impose rigid quotas, we encourage every agent to establish personal targets:

- **Two closings per month** — A sustainable pace for a full-time agent
- **Two saleable listings per month** — Building inventory is building income
- **Consistent pipeline activity** — Pending transactions should always be in motion

These are guidelines, not mandates. But agents who consistently fall below these benchmarks should expect coaching conversations about what's blocking their progress. Your individual annual goal is set and tracked through your coaching conversations and your Income Tracker on the Agent Hub — not in this manual.

Activity Standards

Production is an outcome. Activity is the input that creates it. We track activity because it's the leading indicator of future income.

Metrics Referenced Elsewhere

Rather than repeat what's covered in detail in other sections, here's where to find specific activity standards:

Activity	Reference Section
Lead response times	Section XI: Lead Management & CRM
Zillow Preferred call compliance	Section XI: Lead Management & CRM
Zillow Preferred appointment ask timing	Section XI: Lead Management & CRM
Zillow closing rate, floors and goals	Section XI: Lead Management & CRM
Zillow Seller Leads requirements	Section V: Compensation Structure
Meeting attendance	Section XIV, Meeting & Training Attendance
Listing servicing expectations	Section VI: Listing Policies
Buyer communication standards	Section VII: Buyer Representation
Transaction milestone management	Section VIII: Transaction Management

The Core Principle

The agents who succeed track their own activity before anyone asks them to. They know how many calls they made, how many appointments they set, how many offers they wrote. They don't wait for a report to tell them whether they're on track.

Availability & Responsiveness

The Warm Transfer Policy

When a call comes in from your sign, your listing, or any other source that should route to you, here's what happens:

1. **Reception attempts a warm transfer** — They'll call your cell to connect you directly with the prospect
2. **If you don't answer, the buyer goes to the up person** — We will not leave messages or send emails that someone called. The lead goes to whoever is available.
3. **Exception: Caller specifically requests you** — If they ask for you by name and want to wait, we'll take a message

This isn't punishment. It's service. A buyer calling from a sign wants to talk to someone *now*. If you're unavailable, the professional response is to connect them with someone who can help — not to leave them waiting for a callback that may or may not come.

The takeaway: Answer your phone. If you can't answer, understand that the lead may go to someone who can.

General Responsiveness Expectations

- **Incoming calls from clients and prospects:** Return within the hour during business hours
- **Text messages:** Respond within 30 minutes during business hours
- **Emails:** Same-day response; acknowledgment within a few hours for complex matters
- **Contract-related communications:** Immediate priority — these are time-sensitive by nature

Remember the fundamental truth about communication in this business: **Incoming calls are problems. Outgoing calls are control.** The agent who is proactively communicating never has to scramble to return calls from anxious clients wondering what's happening.

Floor Time

Floor time is the opportunity to take telephone and walk-in prospects who don't ask for a specific agent. It's not mandatory, but it's one of the ways the brokerage provides leads to agents who show up.

Main Office Schedule

Day	Shift	Hours
Monday – Saturday	Morning	9:00 AM – 1:00 PM
Monday – Saturday	Afternoon	1:00 PM – 5:00 PM
Sunday	Single Shift	10:00 AM – 4:00 PM

Floor Time Expectations

- **Arrive 15 minutes early** — Get the up room set up the way you like it
- **Leave it the way it's supposed to be** — The next agent shouldn't have to clean up after you
- **Stay available** — If you must leave during your shift, find coverage and notify the receptionist
- **Be ready to work** — Floor time is primarily for taking business; catching up on paperwork comes second. You may have an entire four-hour shift with no calls and no walk-ins — of course you'll use that time productively. But be cognizant that you have responsibility to answer the phone when the receptionist is away from her desk. Don't make cell phone calls that would prevent you from picking up when it rings.

Terra Vista Home Team Floor Time

The Terra Vista Home Team maintains floor coverage that mirrors the New Homes Department:

Day	Primary Shift	Extended Availability
Monday-Sunday	10:00 AM – 4:00 PM	9:00-10:00 AM and 4:00-5:00 PM

Team members should coordinate coverage to ensure the full availability window is staffed.

Floor Time and Lead Assignment

Reliable attendance of floor time, training meetings, sales meetings, and Zillow Preferred team meetings is considered when assigning company leads and scheduling preferences. Agents who consistently participate get priority consideration.

Meeting & Training Attendance

Monthly Sales Meeting

When: First Monday of the month (second Monday if the first is a holiday), 10:30 AM **Duration:** 45 minutes

Topics typically include market conditions, policy updates, training segments, and sharing of experiences.

FSP AI Academy

When: Every Thursday, by email by 1:00 PM

The FSP AI Academy comes to you by email. Each Thursday by 1:00 PM every agent receives two short videos by email, also kept in the Class Library: what the office built for you that week, and what changed in AI that you need to know. Individual instruction is one-on-one at the Managing Broker's desk, thirty minutes to an hour, booked on Calendly in person or on Zoom. Bring your laptop and one real piece of work.

On-Demand Training

Skill training is delivered as on-demand video on the Agent Hub Training tab (quiz-gated) and the BHHS Training Academy YouTube channel. Special all-hands classes are announced at least one week ahead. See Section XIII: Training & Development.

Zillow Preferred Team Meeting

When: Biweekly, Fridays at 11:00 AM **Duration:** 45 minutes

Covers Zillow-specific metrics, call compliance, conversion strategies, and program updates.

Zillow's ALM class runs Fridays at 11:00 AM on Zoom, on the off-week between Zillow team meetings. It is required for agents in their first 90 days on the Zillow team and for anyone whose 90-day closing rate is under 5%, until it is back above 5%. See Section XI.

Attendance Expectations

As independent contractors, agents are free to set their own schedules. Meeting attendance is not a condition of employment — it is a professional standard and a quality benchmark that the brokerage uses when making decisions about lead assignment, scheduling preferences, and program participation.

We expect agents to attend 75% of monthly sales meetings, 75% of Zillow Preferred team meetings, and to keep current on the on-demand training tracks. However, you are responsible for the content of 100% of every meeting.

After each meeting, we send an email with an outline of topics covered, links to any collateral sources used or discussed, an AI-generated summary, and a link to the recording. Every word uttered in a meeting is your responsibility to have heard — whether live or recorded.

Terra Vista Home Team Meeting

When: Monthly, second Tuesday at 2:00 PM **Duration:** 45 minutes **Attendance:** Expected for TVHT members

TVHT membership includes this meeting as a core obligation of the program. Consistent non-attendance is a factor in TVHT membership review. If you're on vacation or have an uncontrollable conflict, notify the broker prior to the meeting.

Support Resources

When You Need Help

Production is your responsibility. But knowing what you don't know — and asking for help — is how professionals improve. We have multiple levels of support available:

Resource	Best For
Your Mentor	Day-to-day questions, transaction guidance, skill development
Zillow Team Lead	Zillow-specific processes, call compliance, conversion strategies
Office Manager	Administrative issues, scheduling, systems questions
Broker	Strategic guidance, complex situations, career development

The Agent's Responsibility

When you sit down for training or coaching, come prepared. Don't make your mentor, team leader, or broker try to figure out what you're deficient in. Know what you need help with:

- "I'm struggling with objection handling on buyer agreements"
- "My listing presentations aren't converting — can we role-play?"
- "I don't understand how to set up Follow Up Boss smart lists"

This specificity makes coaching sessions productive rather than diagnostic.

Broker Availability

New agents are encouraged to schedule 30 minutes weekly with the broker during their first months. This helps guide your business development and addresses issues before they become patterns.

Once you're on a solid trajectory, meeting with the broker at least monthly — biweekly if possible — keeps you accountable and connected to strategic guidance.

The broker's assistance doesn't cost you anything extra. He's been doing this a long time and knows how to help you make more money. It would be foolish not to take advantage of this resource.

Self-Assessment Questions

Periodically ask yourself:

1. **Do I know my numbers?** — Calls made, appointments set, contracts written, conversion rates?
2. **Am I proactively communicating?** — Or am I constantly returning calls from people wondering where I am?
3. **Am I using the support available?** — Or am I struggling alone when help is freely offered?
4. **Am I managing my time?** — Or does each day just "happen to me"?
5. **Am I hitting my baseline?** — And if not, do I know specifically why?

The agents who can answer these questions honestly — and take action based on the answers — are the ones who build sustainable careers.

The Bottom Line

We don't micromanage. We don't impose quotas. We don't threaten consequences for missing arbitrary targets.

What we do is set clear expectations, provide robust support, and hold you accountable to yourself. The brokerage succeeds when you succeed. Our job is to give you every tool, every system, and every bit of knowledge we can — and then get out of your way while you build something.

If you're not where you want to be, the path forward is simple: identify the gap, ask for help, and put in the work. We're here for all of it.

Section XIV: Performance Expectations Last Updated: October 2026 — Version 4 Next Review: Annually

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End of Section XIV

SECTION XV: PERSONAL ASSISTANTS & SUPPORT STAFF

Overview

A personal assistant can help you become significantly more productive by handling tasks that don't require your direct involvement — preparing marketing materials, coordinating paperwork, managing your schedule, following up on transaction details. Many successful agents credit their assistants with freeing them to focus on dollar-productive activities.

However, using assistants in real estate comes with serious legal requirements. Florida law draws a bright line between what licensed and unlicensed individuals may do. Cross that line, and you're not just risking a fine — operating as a broker or sales associate without a valid license is a third-degree felony punishable by up to five years in prison. Any licensee who helps an unlicensed person practice real estate commits a FREC violation.

This section covers the rules, requirements, and best practices for agents who hire personal assistants.

Licensed vs. Unlicensed Assistants

The most important distinction is whether your assistant holds a Florida real estate license.

Unlicensed Assistants

An unlicensed assistant may perform only administrative, clerical, and support tasks. They cannot engage in any activity that constitutes the practice of real estate — which Florida defines broadly.

The trade-off: Unlicensed assistants are easier to find and typically less expensive, but they're limited in what they can do. You must supervise them closely to ensure they don't cross into licensed activity.

The critical rule: If you hire an unlicensed assistant, that person is your employee for tax purposes. You assume all employer responsibilities.

Licensed Assistants

A licensed assistant can perform the full range of real estate activities under proper supervision. They can show property, discuss terms with clients, negotiate, and handle tasks that would be prohibited for unlicensed individuals.

The trade-off: Licensed assistants are more expensive (often working on a commission split rather than hourly wages), but they can genuinely leverage your business by handling client-facing activities.

The critical rule: A licensed assistant must hold their license with BHHS Florida Showcase Properties. Compensation for any licensed real estate activity must flow through the broker — you cannot pay them directly for that work.

Written Agreement Requirement

The Requirement

Any agent who engages a personal assistant must have a written agreement that clearly establishes the relationship and each party's duties and responsibilities.

A copy of this agreement must be provided to the brokerage for approval and records before the assistant begins work.

What the Agreement Must Include

For **unlicensed assistants**, the agreement must state:

1. The assistant is an employee of the agent, not of BHHS Florida Showcase Properties
2. The agent is responsible for all employer tax obligations (withholding federal and state income taxes, paying FICA)
3. The agent is responsible for any required workers' compensation coverage
4. The specific duties the assistant will perform
5. A clear list of activities the assistant is prohibited from performing (licensed activities)

6. The compensation arrangement (hourly rate, salary, or other)
7. That the brokerage has the right to approve the assistant's continued presence in the office

For **licensed assistants**, the agreement must state:

1. The assistant holds their license with BHHS Florida Showcase Properties
2. The compensation structure (split arrangement, hourly for administrative work, or combination)
3. Which duties are considered licensed activity (compensation through broker) vs. administrative (may be paid directly by agent)
4. Supervision and reporting responsibilities
5. That the brokerage has the right to approve the assistant's continued affiliation

Brokerage Approval

The brokerage reserves the right to approve or disapprove any personal assistant arrangement. This approval will not be unreasonably withheld, but if an assistant is causing problems in the operations of the company, we may require that the assistant no longer work in our offices.

What Unlicensed Assistants May Do

FREC has ruled that the following activities do not require a real estate license and may be performed by an unlicensed assistant:

1. Answer the phone and forward calls
2. Fill out and submit listings and changes to any MLS
3. Follow up on loan commitments after a contract has been negotiated; secure status reports on loan progress
4. Assemble documents for closing
5. Secure public information from courthouses, utility districts, etc.
6. Have keys made for company listings
7. Write advertisements for approval of licensee and supervising broker; place classified advertising
8. Receive, record, and deposit earnest money, security deposits, and advance rents
9. Type contract forms for approval by licensee and supervising broker
10. Monitor licenses and personnel files
11. Compute commission checks
12. Place signs on property
13. Order items of repair as directed by the licensee
14. Prepare fliers and promotional information for approval by licensee and supervising broker
15. Deliver documents and pick up keys
16. Place routine telephone calls regarding late rent payments
17. Schedule appointments for licensee to show listed property
18. Be present at open houses to provide security, hand out pre-approved materials, and respond to questions using only objective information from pre-printed materials
19. Gather information for a comparative market analysis (CMA)
20. Gather information for an appraisal
21. Hand out objective, written information on a listing or rental
22. Drive a customer or client to a listing or rental

Important limitation on #22: An unlicensed assistant may drive someone to a property but may NOT provide access to the property. They cannot unlock the door and let someone in.

What Unlicensed Assistants May NOT Do

Anything not on the FREC-approved list above should be considered prohibited. Specifically, unlicensed assistants are prohibited from:

- **Showing properties** — They cannot walk buyers through a home or answer questions about it

- **Providing access to listed properties** — They cannot unlock doors for prospects
- **Negotiating any aspect of a transaction** — Price, terms, conditions, repairs, anything
- **Discussing seller/buyer motivations** — They cannot share or gather information about why someone is selling or buying
- **Giving opinions or advice** — They cannot recommend properties, suggest offer amounts, or advise on any aspect of a transaction
- **Interpreting or explaining documents** — They can hand someone a document but cannot explain what it means
- **Answering substantive questions** — At open houses or otherwise, they can only provide objective information from pre-approved written materials
- **Soliciting business** — They cannot prospect for listings or buyers on your behalf
- **Hosting open houses alone** — They may only be present for security and to distribute materials; a licensed agent must be present to actually conduct the open house
- **Negotiating brokerage fee splits or referral fees** — Even on your behalf

The Consequences

If your unlicensed assistant engages in licensed activity:

- **For them:** Third-degree felony, up to five years imprisonment
- **For you:** FREC violation for aiding unlicensed practice, potential license suspension or revocation
- **For the brokerage:** Potential liability and regulatory action

This is not theoretical. It happens. Supervise your assistants carefully.

Compensation Rules

Unlicensed Assistants

You pay your unlicensed assistant directly for their work. This is typically an hourly wage or salary. You are their employer; you handle all compensation.

Remember your employer obligations (covered below).

Licensed Assistants

Compensation for licensed assistants depends on what type of work they're performing:

For administrative/clerical work (tasks that don't require a license):

- You may pay them directly
- This can be hourly, salary, or per-task

For licensed real estate activity (showing property, negotiating, presenting offers, any activity requiring a license):

- Payment MUST flow through the broker
- You cannot pay them directly for this work
- This is Florida law, not just our policy

The practical application: Most licensed assistant arrangements involve a brokerage fee split for transaction work, with the split paid through the brokerage just like any other agent-to-agent referral or team split. Administrative work may be compensated separately through direct payment from the agent.

Employer Obligations

When You Hire an Unlicensed Assistant, You Become an Employer

This has significant legal and financial implications:

Tax Withholding:

- You must withhold federal income tax from their wages

- You must withhold state income tax (if applicable)
- You must withhold the employee's share of FICA (Social Security and Medicare)
- You must pay the employer's share of FICA
- You must file appropriate tax returns and provide W-2s

Workers' Compensation:

- Florida requires workers' compensation coverage when you have four or more employees
- Even with fewer employees, you may want coverage to protect yourself from liability
- Note: You (as a commissioned real estate agent) are not considered an employee for workers' compensation purposes, but your hourly/salaried assistant IS

Unemployment Insurance:

- You may be required to pay into the state unemployment insurance system

Record Keeping:

- Maintain records of hours worked, wages paid, and taxes withheld
- Keep these records for the required retention periods

Get Professional Help

If you're considering hiring an assistant, consult with:

- A tax professional about your withholding and filing obligations
- An attorney about employment law compliance
- An insurance agent about workers' compensation and liability coverage

The brokerage cannot provide tax or legal advice on your employment relationships. These are your obligations as an independent contractor running your own business.

Facility Use

Office Access

Personal assistants working in our office use shared resources: parking, desk space, equipment, supplies, technology systems. This is permitted, subject to the following:

- The assistant must be professional and respectful of other agents and staff
- The assistant may not disrupt office operations
- The assistant must follow all office policies regarding conduct, housekeeping, and equipment use
- The assistant's presence is subject to ongoing brokerage approval

Facility Fees

Currently, no facility fee is assessed for personal assistants using office resources.

The brokerage reserves the right to implement a monthly facility fee in the future if assistant use of resources becomes significant. Any such fee would be communicated in advance.

Equipment and Supplies

Assistants may use shared office equipment (copiers, printers) for tasks related to your real estate business. Excessive use or use for non-brokerage purposes is not permitted.

Office supplies are available for normal business use. If your assistant's consumption of supplies becomes excessive, you may be asked to provide your own.

Supervision Requirements

Your Responsibility

When you engage a personal assistant, you are responsible for their actions. This includes:

- **Training:** Ensure they understand what they can and cannot do
- **Supervision:** Monitor their activities to ensure compliance
- **Correction:** Address any issues immediately
- **Documentation:** Keep records of the work they perform

Broker Oversight

The broker maintains oversight responsibility for all licensed activity conducted under our brokerage license. This includes:

- Licensed assistants are subject to the same broker supervision as any other agent
- The broker may review assistant activities and require changes
- Compliance issues involving assistants will be addressed with both the assistant and the sponsoring agent

When Problems Arise

If an assistant (licensed or unlicensed) causes problems — compliance issues, client complaints, office disruption, or any other concern — the brokerage will address it with you first. If the situation cannot be resolved, we may require that the assistant no longer work in our offices or, for licensed assistants, no longer hold their license with us.

Best Practices

Before Hiring

1. **Determine what you actually need** — Make a list of tasks you want to delegate. Are they licensed or unlicensed activities?
2. **Choose the right type of assistant** — If you need someone to show property, you need a licensed assistant. If you need administrative help, unlicensed may be sufficient.
3. **Budget realistically** — Include employer taxes, potential insurance, and supplies in your calculations
4. **Consult professionals** — Talk to a tax advisor and possibly an attorney before hiring

Setting Up the Relationship

1. **Create a clear written agreement** — Use the requirements in this section as your guide
2. **Submit to the brokerage** — Get approval before the assistant starts
3. **Train thoroughly** — Especially on what they cannot do
4. **Set up proper systems** — Payroll, tax withholding, record keeping

Ongoing Management

1. **Supervise actively** — Don't assume everything is fine; check regularly
2. **Document everything** — Keep records of what your assistant does
3. **Communicate clearly** — Make sure they know your expectations
4. **Address issues immediately** — Don't let small problems become big ones

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Summary

Licensed vs. Unlicensed:

- Unlicensed assistants: Administrative tasks only; you are their employer
- Licensed assistants: Can perform licensed activity; must hold license with BHHS; licensed activity compensation through broker

Written Agreement:

- Required for all assistants
- Must be submitted to brokerage for approval
- Must clearly state employment relationship and duties

What Unlicensed Assistants Can Do:

- Administrative, clerical, and support tasks per FREC list
- Cannot show property, negotiate, provide access, give advice, or conduct licensed activity

Compensation:

- Unlicensed: You pay directly as their employer
- Licensed: Administrative work may be paid directly; licensed activity compensation MUST flow through broker

Employer Obligations:

- When you hire unlicensed help, you become an employer
- Tax withholding, FICA, potential workers' comp, unemployment insurance
- Get professional advice

Facility Use:

- Currently no fee for office use
- Subject to brokerage approval and professional conduct

Supervision:

- You are responsible for your assistant's actions
- Train, monitor, correct, document

Section XV: Personal Assistants & Support Staff Last Updated: October 2026 — Version 4 Next Review: Annually or upon regulatory changes

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End of Section XV

SECTION XVI: SAFETY & RISK MANAGEMENT

Purpose & Policy Statement

The safety of our agents, staff, clients, and properties is paramount. Berkshire Hathaway HomeServices Florida Showcase Properties is committed to providing a safe working environment and equipping our team with the knowledge, tools, and protocols necessary to mitigate risk in all aspects of real estate practice.

The U.S. Department of Labor classifies real estate sales and leasing as a high-risk occupation. This classification underscores the importance of having comprehensive safety protocols. All agents and staff are expected to familiarize themselves with and consistently follow the procedures outlined in this section.

Property Showing Safety

Pre-Showing Requirements

First Contact with New Clients:

Let's be practical as well as careful.

Best case: Meet new clients at the office first before showing any properties. This allows verification of identity and establishes a documented relationship.

Second best: If an office meeting isn't practical, meet at a public location (coffee shop, restaurant) near where you'll be showing the first property.

The reality: Especially with our Zillow Preferred program, the majority of first-time customers are going to be met in front of the first house you're showing them. That's just how the business works.

This is exactly why protection tools like the FOREWARN app matter. Run every new client through FOREWARN before you meet them. Know who you're meeting.

If you don't feel comfortable: You always have the option to not meet someone. If anything about a lead feels off — their communication, their requests, anything — call your team leader or the broker. That lead can be reassigned to another agent, and you can grab a different lead later. This will not adversely affect your ability to earn income. Your safety comes first.

Client Verification — Tips & Tools:

Realistically, most agents don't ask new clients for a driver's license. But you can, and in certain situations you might want to. Here are tools available to you:

- You can request government-issued photo ID if something feels off or if you'd simply feel more comfortable
- For buyers, requesting a pre-approval letter or proof of funds before extensive showings is reasonable and filters out non-serious prospects
- A Prospect Information Form (name, address, phone, employer, vehicle info) creates a paper trail
- **FOREWARN App:** This is your most practical tool. It's provided free as a Florida REALTORS® member benefit. Before meeting any new client, run their phone number through FOREWARN to check identity, criminal history, bankruptcies, liens, and property records. This takes 30 seconds and doesn't require asking the client for anything.

The point isn't to interrogate every prospect. It's to know these options exist and to use them when your instincts tell you something warrants extra caution.

Showing Protocols

These are best practices that experienced agents use. Not everyone does all of these all the time, but knowing them gives you options.

Before the Showing:

- Consider letting a colleague, office staff, or family member know your showing schedule — property address, client name, expected timing

- The Supra eKEY app has an Agent Alert feature — press and hold the alert button for three seconds to send a message with your GPS location to your priority contacts. Worth setting up.
- Daylight showings are safer than evening showings, especially for vacant properties. If you're showing vacant property at night, consider bringing a showing partner
- If you're unfamiliar with a property's layout, arriving a few minutes early to walk it yourself lets you know all the entry and exit points

During the Showing:

- Parking on the street rather than the driveway ensures your vehicle can't be blocked in
- Keeping clients in front of you (rather than turning your back) is a standard safety practice
- You don't have to follow clients into small enclosed spaces — basements, walk-in closets, attics. Let them explore; you can wait
- Keep your phone charged and know whether you have cell signal at the property
- Some agents establish a verbal distress code with office staff — a phrase that sounds normal but signals you need help

Open House Safety

- Hosting open houses with a partner is safer than hosting alone, especially at rural or remote properties
- Sign-in sheets create a record of who visited. Digital sign-in tools can verify information
- Remind sellers to secure valuables, medications, and personal documents before the open house
- Positioning yourself near the exit rather than the back of the property gives you options if needed
- Introducing yourself to neighbors can create additional awareness of your presence

Vacant Property & Construction Site Safety

- Vacant properties with unverified clients present higher risk — use your judgment
- At construction sites, be aware of exposed wiring, loose materials, uneven surfaces, and potential hazards
- Check that utilities are in safe working condition before showing

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Personal Safety Training

Required Training

All agents must complete the following within 90 days of affiliation:

- **NAR REALTOR® Safety Program:** Available at nar.realtor/safety, this covers personal safety protocols, situational awareness, and threat recognition
- **FOREWARN Training:** How to effectively use the FOREWARN app for client verification
- **Office Emergency Procedures:** Review of evacuation routes, shelter locations, and emergency contacts

Recommended Training

- Basic self-defense course (focus on escape and de-escalation techniques)
- Active shooter preparedness (Run-Hide-Fight methodology)
- Conflict de-escalation techniques
- First Aid/CPR certification

Ongoing Safety Awareness

Safety topics are covered periodically during sales meetings, and we participate in September REALTOR® Safety Month activities. Stay current on safety alerts and industry incident reports shared by the broker.

The Trust Your Instincts Policy

Your safety is more important than any sale.

If something feels wrong — a restricted phone number, last-minute requests to change locations, overly aggressive behavior, or any other red flag — you have full authority and support to:

- Postpone or cancel a showing
- Decline to work with a client
- Leave any situation immediately

No agent will ever be penalized for prioritizing their safety. Report all concerning interactions to the broker immediately.

Incident Reporting

What Must Be Reported

Agents must report the following incidents to the broker immediately (same day):

- Any physical threat, assault, or attempted assault
- Verbal threats or harassment
- Break-ins or theft at properties during showings or open houses
- Property damage during showings
- Accidents or injuries at any property
- Automobile accidents while conducting business
- Any situation where you felt unsafe, even if no incident occurred
- Suspicious client behavior or suspected fraud
- Any client dispute that may result in a complaint or claim

Reporting Procedure

1. **Immediate Safety:** If in immediate danger, call 911 first. Your safety is the priority.
2. **Contact Broker:** Notify Mark (Managing Broker) by phone as soon as safely possible. Do not wait until the next business day for serious incidents.
3. **Written Incident Report:** Complete the Incident Report Form within 24 hours. Include: date, time, location, names of all parties involved, detailed description of the incident, names of any witnesses, photos if applicable.
4. **E&O Notification:** If the incident involves potential liability or a client dispute, notify our E&O insurance carrier within the timeframe specified in our policy. The broker will assist with this process.
5. **Documentation:** Preserve all related communications (texts, emails, voicemails) and documentation. Do not delete any records.

E&O Insurance Reporting Requirements

Critical: Real estate E&O policies are "claims made and reported" policies. This means any incident, dispute, or demand letter must be reported during the policy term.

Even if you think an issue is minor or will resolve itself, report it. Failure to report can result in coverage denial.

When in doubt, report.

Emergency Procedures

Office Emergencies

Fire:

- Activate fire alarm if not already sounding
- Evacuate immediately using the nearest exit — front entrance or back entrance
- Gather at designated assembly point in parking lot
- Account for all staff and visitors
- Call 911
- Do not re-enter building until cleared by fire department

Active Threat (Run-Hide-Fight):

- **RUN:** If there is a safe escape path, evacuate immediately. Leave belongings. Help others if possible but don't let them slow you down. Keep hands visible.
- **HIDE:** If evacuation is not possible, find a secure location. Lock and barricade doors. Turn off lights. Silence phones. Hide behind large objects.
- **FIGHT:** As an absolute last resort, and only when your life is in imminent danger. Act aggressively, use improvised weapons, commit to your actions.

Medical Emergency:

- Call 911 immediately
- Provide first aid only if trained and it is safe to do so
- Do not move injured person unless necessary for safety
- First aid kit is located in the main office area

Severe Weather & Hurricane Procedures

Given our Citrus County location, hurricane preparedness is essential. Florida's hurricane season runs June 1 through November 30.

Pre-Season Preparation:

- All agents should have a personal/family emergency plan
- Know your evacuation zone at floridadisaster.org
- Register for Alert Florida emergency notifications
- Maintain emergency supplies at home and in vehicle
- Keep copies of important documents in a waterproof container

When a Hurricane Watch is Issued:

- Broker will send communication regarding office status
- Complete any pending transactions that can be expedited
- Backup electronic files to cloud storage
- Update client contact information
- Coordinate postponement of scheduled closings, inspections, and showings

When a Hurricane Warning is Issued:

- Office will close according to official guidance
- Secure office equipment — computers, files, and electronics moved from windows
- All in-person business activities cease until all-clear
- Focus on personal and family safety
- Check in with broker or office manager when safe to do so after storm passes

Post-Storm:

- Broker will communicate reopening plans via text/email
- Document any property damage to listings with photos and written reports
- Assist clients with insurance claims as needed
- Be prepared for increased activity as displaced persons seek housing

Tornado Warning:

- Move immediately to the break room — it's the most secure interior location in our office with no windows
- Stay away from windows, doors, and exterior walls
- If showing property, move clients to the safest area (interior bathroom, closet)
- If in vehicle, do not try to outrun — seek sturdy shelter or lie flat in a low area

Illness Policy

We applaud your work ethic. We appreciate your commitment. But if you're sick, stay home.

Colds and flu spread rapidly in an office environment. When one person comes in sick, it can cascade through the entire office — agents, support staff, everyone. Our support staff keeps this operation running; we cannot afford to have them sidelined because someone decided to tough it out.

The expectation is simple: If you're ill, don't come to the office.

- Don't touch shared equipment (phones, copiers, door handles)
- Don't sit in conference rooms spreading germs
- Don't convince yourself you're "not that contagious"

Work from home if you're able. Return calls, send emails, do paperwork — all of that can happen from your couch. But keep your illness to yourself.

Be a decent human being who does everything possible to protect the people around them. This isn't about weakness; it's about respect for your colleagues.

Automobile Requirements

Insurance Requirements

Florida state minimum auto insurance ($10,000 PIP / $10,000 PDL) is grossly inadequate for real estate professionals who regularly transport clients.

All agents affiliated with Berkshire Hathaway HomeServices Florida Showcase Properties must maintain the following minimum coverage:

Coverage Type	Minimum Required
Bodily Injury Liability (per person)	$100,000.00
Bodily Injury Liability (per accident)	$300,000.00
Property Damage Liability	$100,000.00
Personal Injury Protection (PIP)	$10,000.00 (Florida required)
Additional Insured	BHHS Florida Showcase Properties

Additional Requirements:

- Company must be named as Additional Insured on your policy
- Proof of insurance must be provided upon affiliation and annually thereafter
- Any lapse in coverage must be reported to broker immediately
- Uninsured/Underinsured motorist coverage strongly recommended
- Personal Umbrella Policy recommended for agents with significant assets

Vehicle Safety & Maintenance

- Vehicles used for business must be properly registered and inspected
- Maintain vehicle in safe operating condition (brakes, tires, lights, signals)
- Keep vehicle interior clean and professional — clients will be passengers
- Maintain emergency kit in vehicle: flashlight, first aid kit, water, phone charger, jumper cables
- Never operate a vehicle under the influence of alcohol or impairing substances
- Minimize phone use while driving — use hands-free devices only

Transporting Clients

- All passengers must wear seatbelts
- Follow all traffic laws — your driving reflects on the company
- If a client's behavior makes you uncomfortable, you may decline to transport them
- Report any accident immediately to broker, regardless of fault or severity

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Cybersecurity & Information Protection

Wire Fraud — A Real Warning

Never get in the middle of a wire transfer that doesn't concern you.

If a buyer is wiring money for a transaction, they're wiring it to a title company or attorney's office. The only thing you should ever provide them is the contact information for the closing agent. **Do not ever communicate wiring instructions.** Nothing good can happen.

This actually happened to us:

A title company involved in one of our transactions was hacked. The hackers sent a duplicate email — appearing to come from the title company — with different wiring instructions and a note apologizing for "sending the old account information" and providing "the correct wire details."

The title company handling the closing of our customer's home wired the proceeds of that sale to what they believed was the title company handling the buy-side of the transaction. Instead, the money went to Eastern Europe.

Two months and $190,000.00 of risk later, we were able to correct everything. But it was two months of uncertainty, legal involvement, and stress that no one should have to experience.

Don't let it happen to you. Stay completely out of wire communications. Provide closing agent contact info only. Let the title company and the buyer communicate directly about wire transfers.

General Cybersecurity Practices

- Use strong, unique passwords for all business accounts — consider a password manager
- Enable two-factor authentication wherever available
- Never share login credentials for BoldTrail, Follow Up Boss, or any company system
- Do not click suspicious links or open unexpected attachments
- Avoid sharing personal information (home address, vacation plans) with clients
- Lock computers and devices when unattended
- Report any suspected phishing or fraud attempts to broker immediately

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Recommended Safety Tools & Apps

Tool	Purpose	Access
FOREWARN	Identity verification, criminal history, financial data	Free via Florida REALTORS® membership
Supra eKEY	Lockbox access with Agent Alert feature	MLS/Association member benefit
SafeShowings	GPS tracking, emergency alerts, ID capture	Check Florida REALTORS® benefits
Alert Florida	Emergency weather alerts	Free at floridadisaster.org
Find My iPhone/Device	Location sharing with emergency contacts	Built into iOS/Android

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Summary

Property Showing Safety:

- Meet new clients at office first; verify identity using FOREWARN
- Inform someone of your schedule; set up Supra Agent Alert
- Keep clients in front of you; know your exits; trust your instincts

Personal Safety Training:

- Complete NAR Safety Program within 90 days
- Your safety is more important than any sale — no penalties for prioritizing safety

Incident Reporting:

- Report all incidents to broker same day
- Complete written report within 24 hours
- E&O policies require prompt reporting — when in doubt, report

Emergency Procedures:

- Know fire evacuation routes and assembly point
- Hurricane: Follow broker communications; prioritize personal safety
- Tornado: Break room is the shelter location — interior, no windows

Illness Policy:

- If you're sick, stay home
- Protect your colleagues and support staff
- Work remotely if able; don't spread illness in the office

Automobile:

- Minimum $100,000.00/$300,000.00 liability coverage required
- Company named as Additional Insured
- Proof of insurance required annually

Cybersecurity:

- Strong passwords, two-factor authentication
- Never involve yourself with wiring instructions — provide closing agent contact info only
- Report suspicious activity immediately

Section XVI: Safety & Risk Management Last Updated: October 2026 — Version 4 Next Review: Annually or upon incident requiring policy revision

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End of Section XVI

SECTION XVII: ADMINISTRATIVE POLICIES

Purpose

This section covers the day-to-day operational policies that keep the brokerage running smoothly. While many of these topics are addressed elsewhere in this manual, this section consolidates key administrative procedures for easy reference.

Expense Reimbursement

Overview

The brokerage offers several reimbursement programs to support agent marketing and business development. Some programs provide 100% reimbursement for specific expenses (such as Terra Vista postcard mailings and listing photography). Other programs are co-op arrangements where the brokerage reimburses a percentage of the expense — typically 50% — for approved marketing that includes BHHS branding.

The details of each program are outlined below. For any expense not specifically covered by these programs, pre-approval from the broker is required.

General Principle

As independent contractors, agents are responsible for their own business expenses. The brokerage does not routinely reimburse expenses unless the reimbursement falls within a specifically defined program or has been pre-approved by the broker.

The cardinal rule: If you're not certain whether an expense will be reimbursed, ask the broker BEFORE you make the purchase. There is no guarantee of reimbursement for expenses not specifically covered in this manual or pre-approved in writing.

Reimbursement Requirements

All reimbursement requests must include:

- Completed company expense reimbursement form
- Original receipt(s) for each expense
- Documentation of broker pre-approval (if applicable)
- Explanation of business purpose

Requests submitted without proper documentation will be returned.

Standard Reimbursement Programs

The brokerage participates in the following reimbursement programs:

50/50 Marketing Co-Op Program

The brokerage will reimburse 50% of approved marketing expenses that include BHHS branding. This includes print advertising, direct mail pieces, promotional materials, and digital advertising that prominently features the Berkshire Hathaway HomeServices brand. All co-op marketing must be approved by the broker BEFORE the expense is incurred.

Terra Vista Home Team Postcards

For agents participating in the Terra Vista Home Team program, the brokerage reimburses 100% of the cost for designated postcard mailings.

Photography (Listing Photography Program)

The brokerage advances the $225.00 Studio 3 package on qualifying listings through December 31, 2026 and absorbs it when the listing closes; failed listings are repaid by the agent (one grace per rolling six months). Beginning January 1, 2027 the program changes to agent-pays (you pay the photographer; the brokerage reimburses up to $225.00 at closing). Every agent will sign a new acknowledgment before then. See Section VI (Listing Policies) and Appendix M — the signed Agent Acknowledgment governs.

Zillow Showcase is required only on Zillow seller-lead listings, and Zillow provides it free on those. On any other listing Showcase is optional; if you use it, the brokerage pays the $150.00 cost through December 31, 2026.

Claude (first three months)

Claude is the AI tool the office builds in, teaches and supports. The brokerage reimburses your first three months of a paid Claude plan: forward each receipt to the Managing Broker. See Section X (Your Claude account).

Non-Reimbursable Expenses

The following are NOT reimbursable:

- License fees and continuing education
- Board of REALTORS® dues
- Automobile expenses, fuel, and maintenance
- Personal cell phone and data plans
- Personal computer equipment
- Meals and entertainment (unless specifically pre-approved for a brokerage event)
- Specialty advertising items without BHHS branding
- Any expense not pre-approved by the broker

Licensing costs and start-up costs such as dues and MLS fees may be advanced to a new agent under a signed agreement. An advance is a loan, not a reimbursement; see Advances to New Agents below.

Advances to New Agents

The brokerage may advance certain costs to a new agent under a signed agreement. There are two forms.

Form 1: Education

Any cost to get licensed (the pre-licensing course, the exam and the application fees) may be advanced under Form 1. No payments are due in the first year. If you are still with the brokerage 365 days after the date you are licensed, the advance is forgiven. If you leave before then, you repay it in full.

Form 2: Start-Up Advance

Form 2 covers any start-up cost the brokerage advances after your license is placed with the brokerage: Realtor and association dues, MLS fees, Supra, equipment and similar costs.

- **Repayment:** the greater of $100.00 or one-sixth of the advance within three days of each closing, with the balance due at six months.
- **Interest:** any balance unpaid after six months carries 10% simple interest. If you leave the brokerage, interest runs from your last day.
- **Equipment:** anything bought with an advance stays the brokerage's property until the advance is repaid. If you leave, you may return it for credit at its fair value.

Rules for Every Advance

- Advances are loans, not signing bonuses.
- Advances are repaid by the agent and never deducted from compensation. Repayment is made directly to the brokerage by check or another arranged method.
- Only a line carrying an amount, a date paid and your initials in ink is part of the advance. The signed paper agreement controls over the Hub worksheet.
- If you leave the brokerage, every advance that has not been forgiven is due in full by your last day.

Floor Time: Coverage & Responsibility

Voluntary Commitment

Floor time is completely voluntary. You choose whether or not to participate. However, once you accept a floor time slot, you have made a commitment to the brokerage and your fellow agents. That commitment must be honored.

Your Responsibility

When you accept floor time, you are responsible for:

- Being present and available for the entire shift
- Answering the phone professionally and handling walk-in customers
- Covering your own shift if you become unavailable

If you are ill or have an emergency, you are still responsible for finding coverage. This means:

1. Contacting other agents willing to trade shifts or cover for you
2. Arranging for another agent to take an extra shift that day
3. If you absolutely cannot find coverage, notifying the broker or office manager immediately

Swaps run in Slack. The live floor schedule is pinned at the top of #all-office in the office Slack. A swap is requested and confirmed in the thread under the pinned post, and both agents post a line there. Terra Vista Home Team swaps go in the thread in #terra-vista-team. See Section III (Office Slack — the Office Runs Here).

Leaving During Your Shift

If you must leave during your scheduled floor time:

1. Do everything humanly possible to find coverage for the remaining time
2. If you cannot find coverage, contact the broker or office manager immediately
3. Never leave the office unattended without exhausting all other options

Consequences

Leaving the office unattended during your floor time — without making adequate effort to cover your shift — is a serious breach of your commitment. Repeated occurrences will result in:

- Not being extended the offer of additional floor time
- Suspension from floor time privileges for a period of time

Floor time is a privilege that provides access to walk-in and call-in leads. Treat it as such.

Absence Coverage & Compensation

No Fixed Schedule — Make Your Arrangements

We do not have a fixed fee schedule for absence coverage. Every situation is different, and every arrangement between agents is a matter of individual negotiation.

The principle is simple: If you need another agent to handle something for you — showing a property, attending an inspection, covering an appointment — you work out the terms with that agent in advance.

Types of Arrangements

There are generally two approaches:

Flat Fee (Regardless of Outcome)

You might offer $200.00 to an agent who shows your buyer a property on Sunday, payable whether or not the buyer purchases. This approach compensates the agent for their time without tying it to a transaction outcome.

Percentage of Any Resulting Brokerage Fee

Alternatively, you might offer a percentage of any brokerage fee that results from the work. For example: "If you show this property and they buy it, you get 25% of my side."

Either approach is acceptable — the key is that both agents agree to the terms before the work is performed.

All Payments Must Go Through the Broker

Florida law is absolute on this point: A sales associate may not collect any money in connection with a real estate transaction except through their broker.

This means one agent **cannot pay another agent directly** — not even small amounts. There is no exception for "minor payments" or amounts under a certain threshold.

The correct procedure:

1. Agents agree on terms in advance (written agreement recommended)
2. When payment is due, the requesting agent notifies the broker of the arrangement
3. The broker pays the assisting agent (deducting from the first agent's share if applicable)
4. Both payments are properly documented and reported

Paying another agent directly — even $50.00 or $100.00 for a small favor — violates Florida Statute 475.42(1)(d) and puts both agents at risk of FREC discipline.

When No Agreement Exists

If agents fail to agree on compensation before the work is performed, and later cannot agree on a fair amount, bring the matter to the broker.

Company Default Position: When no specific written agreement exists and agents cannot agree, the company's default position is a 50/50 split of any resulting brokerage fee.

The lesson: If you don't want to split 50/50, get your agreement in writing before involving another agent in your customer's deal.

Dispute Resolution

Compensation disputes between agents are resolved through the peer review process outlined in Section XVIII (Disputes & Internal Dispute Resolution). The three-person peer review panel process applies to absence coverage disputes just as it does to any other compensation dispute.

Smoking Policy

No Smoking Inside

Smoking is prohibited inside all company buildings. This includes offices, conference rooms, restrooms, break rooms, and common areas.

Designated Smoking Areas

We have two designated smoking areas:

- **Front entrance** (outside)
- **Rear entrance** (outside)

We prefer that you use the rear entrance so that smoking is not visible to arriving customers. First impressions matter, and a group of people smoking at the front door does not project the professional image we want to convey.

When Customers Are Present

When customers are in the building, please make every effort to use the rear entrance for smoking breaks.

If you must use the front entrance, walk away from the front door itself. Standing at the main entrance with a cigarette sends the wrong message about our brokerage.

Common Courtesy

Keep the designated areas clean. Dispose of cigarette butts properly — don't leave them on the ground for someone else to pick up.

Sexual Harassment Policy

Zero Tolerance

BHHS Florida Showcase Properties maintains a zero-tolerance policy for sexual harassment in any form. Every person in this brokerage — whether employee, agent, or visitor — has the right to work in an environment free from harassment, intimidation, and discrimination.

This policy applies to everyone: brokers, agents, employees, contractors, vendors, customers, and clients. We will not tolerate harassment from anyone, regardless of their position or relationship to the brokerage.

What Constitutes Sexual Harassment

Sexual harassment is any unwelcome conduct of a sexual nature that creates an intimidating, hostile, or offensive work environment. It includes but is not limited to:

Verbal Conduct:

- Sexual comments, jokes, or innuendos
- Requests for sexual favors
- Commenting on someone's body, appearance, or clothing in a sexual manner
- Spreading rumors about someone's sex life or sexual orientation
- Persistent unwanted requests for dates after being told no

Physical Conduct:

- Unwanted touching, patting, hugging, or brushing against someone
- Blocking someone's movement
- Sexual assault or attempted assault

Visual/Non-Verbal Conduct:

- Displaying sexually explicit images, cartoons, or objects
- Sending sexually explicit emails, texts, or messages
- Leering or making sexually suggestive gestures
- Sending or sharing sexually inappropriate materials

Quid Pro Quo (This for That):

- Promising work-related benefits (floor time, leads, referrals) in exchange for sexual favors
- Threatening work-related consequences for refusing sexual advances

Important Principle

Sexual harassment is determined by how the conduct is received, not by the intent of the person engaging in it. Even if you didn't mean to offend someone, if your conduct was unwelcome and made them uncomfortable, it may constitute harassment.

When in doubt, don't do it. If something you're about to say or do might make a colleague uncomfortable, find another way to communicate.

Harassment from Clients and Customers

Real estate agents face unique risks. You may be alone with customers at vacant properties, in your vehicle, or at showings. You are not required to tolerate harassment from clients or customers.

If a client or customer makes you uncomfortable through sexual comments, unwanted advances, or inappropriate behavior:

1. Firmly tell them the behavior is not acceptable
2. End the interaction if necessary — leave the property
3. Report the incident to the broker immediately
4. You are under no obligation to continue working with that person

No brokerage fee is worth your safety or dignity. We will support any agent who refuses to work with a harassing customer.

How to Report Harassment

If you experience or witness sexual harassment, report it immediately. You have multiple options:

1. **Report to the Broker (Mark Casper):** You may report directly to the broker, either verbally or in writing.
2. **Report in Writing:** Submit a written description of the incident, including dates, times, locations, witnesses, and the specific conduct involved.

Reports will be handled confidentially to the greatest extent possible. However, some disclosure may be necessary to conduct a thorough investigation.

Investigation Process

All complaints will be investigated promptly and impartially. The investigation process includes:

- Meeting with the person who reported the harassment
- Meeting with the person accused of harassment
- Interviewing any witnesses
- Reviewing any documentary evidence
- Reaching a conclusion based on the evidence

Both parties will be informed of the outcome of the investigation.

No Retaliation

Retaliation against anyone who reports harassment in good faith, or who participates in a harassment investigation, is strictly prohibited.

Retaliation includes any adverse action — exclusion from meetings, reduction in leads or floor time, negative comments, or any other action intended to punish someone for reporting.

Anyone who retaliates against a person for reporting harassment will face disciplinary action up to and including termination.

Consequences

Anyone found to have engaged in sexual harassment will face disciplinary action appropriate to the severity of the conduct. This may include:

- Verbal or written warning
- Required training
- Suspension of privileges
- Termination of independent contractor agreement
- Reporting to appropriate authorities (for criminal conduct)

Our Commitment

We are committed to maintaining a professional, respectful workplace where everyone can focus on serving our clients without fear of harassment or discrimination. Sexual harassment is not just illegal — it's fundamentally incompatible with the professional environment we are building.

If you have questions about this policy or need guidance on whether specific conduct might constitute harassment, speak with the broker.

Personal Phone Use

The brokerage provides telephone equipment for business purposes. While we understand that personal calls are sometimes necessary, please keep them brief.

If you need to make or take an extended personal call, use your cell phone rather than office lines. Our business lines need to remain available for customers and clients.

Additional Administrative Matters

Many administrative topics are covered in detail elsewhere in this manual:

- **Office supplies and materials:** See Section III (Office Operations)
- **Business cards and name badges:** See Section III (Office Operations)
- **Automobile insurance requirements:** See Section XVI (Safety & Risk Management)
- **Keys and lockbox procedures:** See Section III (Office Operations)
- **Signs and marketing materials:** See Sections III and IX (Office Operations; Marketing & Advertising)

Section XVII: Administrative Policies Last Updated: October 2026 — Version 4 Next Review: Annually or as policies change

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End of Section XVII

SECTION XVIII: DISPUTES & INTERNAL DISPUTE RESOLUTION

Purpose

Disputes happen. The question is how we handle them.

This section establishes the procedures for resolving disputes — whether between agents within our brokerage, between our agents and agents from other brokerages, or between our brokerage and clients who fail to pay earned fees.

Our philosophy is straightforward: resolve disputes quickly, fairly, and with as little disruption as possible. Litigation is expensive, time-consuming, and rarely leaves anyone satisfied. We prefer internal resolution when possible and measured escalation when necessary.

Internal Disputes (Agent vs. Agent)

Disputes between agents generally fall into two categories: who gets to work with a customer (lead ownership), and how to divide a brokerage fee once a deal closes (compensation disputes). We handle these differently.

Lead and Prospect Ownership

Before discussing dispute resolution, let's be clear about who "owns" what:

Brokerage-Generated Leads: All leads generated through the brokerage's efforts or relationships — including Zillow Preferred, Zillow Seller Leads, website inquiries, referrals from outside brokerages, and other brokerage marketing programs — are the property of the brokerage. They remain brokerage property until the prospect transacts business with our brokerage through a specific agent.

Reassignment Rights: The brokerage reserves the right to reassign any lead at any time due to service issues, relationship problems with the client, or failure to meet program requirements — even after the lead has been assigned to an agent and even after the lead has transacted business with that agent.

After Transaction: Once a customer completes a transaction with a specific agent, the assumption of ownership for future business with that customer transfers to the handling agent. If that customer returns to buy or sell again, the agent who handled the previous transaction is the presumed owner of that relationship.

Disputes Over Lead Ownership: Unlike compensation disputes between agents, disagreements over lead ownership are business decisions about brokerage assets. The broker will hear from all parties, then make the call. The broker's decision is final. This is not subject to the peer review panel process described below — it's a resource allocation decision, and the broker makes it.

The Default: Split the Baby. When two agents have legitimate claims to the same customer — both can point to real contact, real relationship, real effort — the default position is the Solomon approach: split the lead 50/50 and move on. It's not always the answer, but when both claims have merit and neither is clearly stronger, splitting the opportunity and getting back to work beats endless argument over who "really" owns the customer.

This doesn't mean every disputed lead gets split. If one agent's claim is clearly stronger — more recent contact, deeper relationship, documented follow-up — the broker will award accordingly. But when it's genuinely close? Expect a split.

The principle is simple: Brokerage leads belong to the brokerage. You earn ownership by serving the customer through closing. Once you've done that, the relationship is yours — unless service issues require reassignment.

A Word About Hypothetical Brokerage Fees

Before we move on to compensation disputes, here's something the broker has seen too many times: two agents locked in a bitter dispute over a fee split — while the customer hasn't bought anything yet.

"I don't think 50/50 is fair," says one agent. The other disagrees. Feelings get hurt. Relationships get damaged. Sometimes the dispute gets so distracting that nobody is actually focused on serving the customer.

And then the customer never buys. The brokerage fee everyone was fighting over? It was always hypothetical. All those recriminations were academic, not financial. Relationships between agents — sometimes between agents and the brokerage — get permanently damaged over money that never existed.

Here's the better approach: When you find yourself in a dispute over how to split a potential brokerage fee, agree to 50/50 and get back to work. Focus your energy on actually earning the fee instead of arguing about percentages.

Think about it: if both agents stopped arguing and worked hard enough to actually close the deal, you'd both make money. Work hard enough to make it a real dispute — then you can be upset about your percentage of the split. At least then you'd be arguing over actual dollars instead of imaginary ones.

The agents who understand this make a lot more money than the ones who don't.

Compensation Disputes Between Agents

IMPORTANT: Different Topic, Different Process. Everything above about lead ownership is decided by the broker — his decision is final, no arbitration. What follows is about compensation disputes: how to divide money from a transaction that's actually in progress or already closed. Compensation disputes follow a different process and may ultimately go to a peer review panel.

What Are Compensation Disputes?

Lead ownership is about who gets to work with a customer going forward. Compensation disputes are different — they're about dividing money that's been earned (or will be earned) from a transaction that's already in progress or closed.

These typically arise when:

- Two agents disagree over who "earned" a sale
- Unclear arrangements when one agent assists another
- Different recollections of verbal agreements
- Overlap between floor time leads and existing relationships

Step One: Work It Out

Before involving anyone else, the agents should attempt to resolve the matter themselves. Many disputes stem from simple miscommunication and can be settled with a direct conversation.

Step Two: Bring It to the Broker

If the agents cannot resolve the dispute on their own, they should bring the matter to the broker. The broker will meet with both agents to understand the situation and help facilitate a resolution.

Important: The broker's role at this stage is to help the agents find common ground — not to impose a decision. If the broker can help resolve the matter informally, that's the best outcome for everyone.

Step Three: Peer Review Panel

If informal resolution fails, the compensation dispute will be submitted to a three-person peer review panel for a non-binding recommendation.

Remember: This peer review process applies to compensation disputes only. Lead ownership disputes are decided by the broker alone — they don't go to a panel.

Important: The peer review panel is an internal dispute resolution process. It is not binding arbitration under Florida law or any formal arbitration agreement. Participation in this process does not waive any party's rights to pursue remedies through the Florida Real Estate Commission (FREC), the Realtors Association of Citrus County, the Board of Realtors arbitration process, or the courts. The panel's recommendation is intended to help agents reach a fair resolution within the brokerage — not to substitute for any external process.

Panel Composition:

- One agent selected by the first disputing party
- One agent selected by the second disputing party
- One agent selected by the broker

Process:

1. Each party presents their case to the panel (in writing, verbally, or both)
2. The panel may ask questions of either party

3. The broker serves as facilitator — answering policy or legal questions that arise — but has no vote in the outcome
4. The panel deliberates privately and reaches a recommendation by majority vote
5. The recommendation is communicated to both parties

Effect of the panel's recommendation: The broker will implement the panel's recommendation unless doing so would violate Florida law, the Independent Contractor Agreement, or brokerage policy. Agents who accept the panel's recommendation waive further internal appeal. Agents who do not accept the recommendation retain all external rights described above but should understand that the broker's implementation of the panel's decision within the brokerage is final for internal purposes.

Timing Matters

File disputes promptly. When a dispute is brought to the broker's attention, the peer review process will be initiated within three business days.

Remember: Our standard practice is that brokerage fees received with clear instructions by Wednesday are paid to agents on Friday. If you have a dispute about a pending fee, don't wait until Wednesday to raise it — that will delay payment to everyone involved until the following Friday while the matter is resolved.

Default Position: 50/50

When agents fail to reach a written agreement before working together, and later cannot agree on fair compensation, the company's default position is a 50/50 split of any resulting brokerage fee.

The lesson is simple: If you don't want to split 50/50, get your agreement in writing before involving another agent in your customer's deal.

Disputes with Other Brokerages

Board of REALTORS® Arbitration

When a compensation dispute arises between our brokerage and another brokerage, the matter may be brought before the Board of REALTORS® for arbitration.

As a REALTOR® member, any agent can file a complaint or request arbitration through the Board on their own. However, pursuing such action with brokerage support and resources is at the broker's discretion.

Before escalating to board arbitration:

The broker will typically attempt direct negotiation with the other broker. In many cases, a reasonable settlement — such as splitting the disputed fee — can save both parties the time, expense, and uncertainty of formal arbitration.

Over the years, the broker has successfully negotiated resolutions in the majority of inter-brokerage disputes without requiring board arbitration. When arbitration has been necessary, results have been mixed — winning some, losing others. Even when the facts and the law are clearly on your side, arbitration panels don't always rule as expected.

Post-NAR Settlement Considerations:

The landscape for inter-brokerage disputes has changed significantly since the NAR settlement. Buyer-side compensation is no longer advertised on the MLS, and compensation terms are increasingly negotiated directly in contracts. This may reduce certain types of disputes while creating new ones. We will update these procedures as the new environment evolves.

Buyer/Seller Disputes

Our Philosophy

Buyers and sellers sometimes have differing interests, needs, and personalities. Disputes over contract terms are not uncommon.

We believe in the moral and legal validity of properly drawn real estate contracts. However, we also believe that litigation is rarely the answer. It's costly, time-consuming, and often leaves both parties worse off than when they started.

The Agent's Role

When disputes arise between buyers and sellers, the agent's role is to:

- Remain calm and professional
- Listen to both sides
- Encourage reason, flexibility, and compromise
- Help move the parties toward common ground
- Avoid taking sides or inflaming the situation

Your job is not to be an advocate for one party against the other — even if you represent one side. Your job is to help find a resolution that allows the transaction to close or, if that's not possible, to unwind gracefully.

When to Involve the Broker

Contact the broker immediately when:

- A dispute appears headed toward potential litigation
- Either party threatens legal action
- A demand letter is received
- The situation involves potential liability for the brokerage
- You're unsure how to proceed

Legal Action to Collect Fees

When Clients Don't Pay

Occasionally, a client may refuse to pay a fee that the brokerage has clearly earned. This might involve a seller who cancels a listing and later sells to a buyer we introduced, or a buyer who attempts to circumvent the brokerage to avoid paying compensation.

Company Discretion

The company has sole discretion as to whether to pursue legal action to collect unpaid fees. We are not obligated to pursue every claim, and we will evaluate each situation based on the merits and the economics.

Cost Sharing

If the company elects to pursue legal action, the costs will be shared between the company and the agent in the same proportion as the brokerage fee would have been split.

Example: If an agent is on a 65/35 split with the company, and we incur $2,000.00 in legal costs to pursue a fee, the agent would be responsible for $1,300.00 (65%) and the company would cover $700.00 (35%).

This applies to attorney's fees, court costs, filing fees, and any other expenses related to the collection effort.

A Word of Caution: Do the Math

Before pursuing legal action, set emotion aside and look at the numbers.

You might feel that a client who owes you $5,000.00 should be sued for the principle of it. But consider:

- Legal costs to pursue might be $2,000.00 or more
- If you lose, you don't recover your costs — you've just added expense to injury
- In many real estate contracts, the prevailing party is entitled to recover attorney's fees from the losing party — meaning if you lose, you may owe their legal fees too

Standard Florida real estate contracts typically include a prevailing party attorney's fees provision. This means that if you sue and lose, you could be on the hook for both your legal costs AND the other party's legal costs.

Don't Forget: Your Time Has Value

The numbers above are just the direct costs. There's another factor most people forget: **your time and effort.**

Pursuing legal action isn't passive. You'll spend hours:

- Gathering and organizing documentation
- Meeting with and communicating with the attorney
- Preparing for and potentially attending depositions
- Responding to discovery requests
- Possibly appearing in court

Those are hours you're not prospecting, not showing homes, not taking listings, not closing deals. In other words, that's income you're not earning while you chase money that might never come.

Example: You're owed $4,000.00. Legal costs might run $2,000.00. On paper, that looks like a $2,000.00 net recovery. But if you spend 20 hours over three months dealing with the case, and your time is worth $100.00/hour in productive real estate work, you've effectively spent $4,000.00 of opportunity cost on top of the $2,000.00 in legal fees. Suddenly that $4,000.00 recovery looks a lot less attractive.

Make logical decisions weighing both the risks and the rewards. Sometimes the smart move is to learn the lesson, tighten your practices, and move forward — rather than spending months in pursuit of a judgment that may never be collected.

Pursue by logic, not emotion. Sometimes the smart business decision is to walk away from money owed rather than throw good money after bad.

When Legal Action Makes Sense

Legal action is most likely to make sense when:

- The amount in dispute is substantial (typically $10,000.00+)
- The facts are clearly in our favor
- We have strong documentation
- The other party has assets to collect from
- The cost-benefit analysis justifies the risk

Get It in Writing

This principle applies throughout the manual, but it bears repeating here in the context of disputes.

Your Independent Contractor Agreement and Commission Addendum define your compensation arrangement with the brokerage. Those are written documents. They're clear. There's no ambiguity.

If you negotiate anything different — whether permanent, temporary, or for a specific transaction — get it in writing.

Don't come to the broker in October claiming that back in February you had a conversation where the broker agreed to a different arrangement. There are dozens of agents affiliated with this brokerage. The broker cannot be expected to remember every conversation with every agent down to the specifics.

If something is important enough to negotiate, it's important enough to write down. A quick email confirming the agreement takes two minutes and prevents disputes later.

No written agreement = no special arrangement. The terms in your signed documents apply.

Summary

Lead Ownership:

- Brokerage-generated leads (Zillow, website, etc.) belong to the brokerage until transaction closes
- Brokerage can reassign leads for service issues — even after transaction
- After closing, the handling agent owns the ongoing relationship
- Lead ownership disputes decided by broker — decision is final
- Default when both have legitimate claims: split the baby 50/50

Internal Disputes:

- Try to resolve it yourselves first

- If that fails, bring it to the broker for facilitation
- If still unresolved, a three-person peer review panel makes a non-binding recommendation
- Panel recommendation is implemented by the broker unless it conflicts with law or policy; does not waive FREC or court rights
- File disputes promptly — don't wait until payday
- Remember: focus on earning the fee, not arguing about splitting it

Other Brokerage Disputes:

- Board of REALTORS® arbitration is available
- Broker will typically attempt direct negotiation first
- Brokerage support for board arbitration is at broker's discretion

Buyer/Seller Disputes:

- Encourage reason, flexibility, and compromise
- Help parties find common ground
- Involve the broker when litigation is threatened or liability is possible

Legal Action to Collect:

- Company has sole discretion whether to pursue
- Costs shared in proportion to brokerage fee split
- Do the math — attorney fees AND your time
- Prevailing party provisions can cut both ways
- Pursue by logic, not emotion

Get It in Writing:

- Special arrangements not in your signed documents don't exist unless they're documented
- Two minutes of writing prevents months of dispute

Section XVIII: Disputes & Internal Dispute Resolution Last Updated: October 2026 — Version 4 Next Review: Annually or as procedures change

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End of Section XVIII

SECTION XIX: FORMS & TEMPLATES

Purpose

Real estate transactions live and die by paperwork. A missing signature, a blank field, a wrong date — any of these can delay closings, create liability, or cost you a brokerage fee.

This section tells you where to find the forms you need, what's required at each stage of a transaction, how to complete them correctly, and how long we keep them. Treat this as your reference guide.

Why Your File Matters

The moment a customer signs any brokerage agreement, you are required by state law to have a file for them.

Not when they go under contract. Not when they close. The moment they sign.

If a Zillow lead signs the touring agreement, you show them one house, and you never see them again — that file has to exist for five years. That's Florida law. Whether or not they ever transact business with us, whether or not we ever earn a nickel, the file must exist.

Now imagine this: Tonight you get beamed up to an alien spaceship and taken to outer space. What happens to your customers?

Your file needs to be the answer to that question.

Anyone with absolutely no knowledge of your customer should be able to open that file and take over without missing a beat. Everything they could possibly need should be there:

- All forms and signatures, clearly labeled so anyone can find what they're looking for without digging
- All parties involved in the transaction: buyers, sellers, co-op agents, lenders, title company, inspectors, transaction coordinators — anyone who touches the deal
- Notes on what's been happening
- Handwritten notes scanned and uploaded
- Relevant photos uploaded
- Communication history

Everything. Throw it all in there. Too much is always better than too little.

The alien spaceship is hypothetical. The situation isn't. Any one of us could get sick tomorrow and spend three days in the hospital. What happens to your pending transactions if nobody can step in? If those deals fall apart, you won't have money coming in to pay your hospital bills.

This isn't about the broker taking control of your customers. This is about bringing the full resources of Berkshire Hathaway HomeServices Florida Showcase Properties to bear for each and every one of our customers.

This is how you access the help that's available to you. Your broker, your office manager, your admin, your team leader — we're all here to support you. But we can't help with an incomplete file. If the information isn't there and you have to try to explain it to us, you've already lost the plot.

Build your files like you might not be here tomorrow. Because someday, you won't be — even if it's just for a long weekend.

Where to Find Forms

BoldTrail Back Office (The Only System)

BoldTrail Back Office is our transaction management platform. It's where you access forms, complete transactions, store documents, and track everything from Opportunity through Closed.

What BoldTrail Back Office does:

- Provides all Florida REALTORS®-approved forms (current versions)

- Tracks transaction status (Opportunity → Active → Pending → Closed → Cancelled)
- Stores all transaction documents
- Manages compensation calculations and disbursements
- Serves as our digital archive for compliance
- Generates reports for production tracking

The rule is simple: If it's not in BoldTrail Back Office, it didn't happen. Every document related to a transaction must be created and stored in the system.

Form Simplicity (Blank Forms Only)

If you need a blank form to print out — for example, if a client wants a paper copy to review before signing — you can access Form Simplicity through the MLS sign-in page (second group of links).

That's the only reason to use Form Simplicity. We do not use it for brokerage business. All transaction work happens in BoldTrail Back Office.

Using BoldTrail Back Office Effectively

The Comments Field: Your Compliance Communication Channel

In BoldTrail Back Office, the Comments field — found within the "Review" and "Approve Docs" workflow — is the primary communication channel between you and the compliance auditor. This isn't a scratchpad. It's a permanent part of the transaction's audit trail.

How the workflow works: When you submit a document for review, the broker or admin views your file side-by-side with a comments pane. If a document is compliant, it gets marked "Approved." If it's rejected, the reviewer enters specific notes explaining exactly what needs to be fixed.

What rejection notes look like:

- "Missing seller initials on page 3."
- "Incorrect closing date; does not match the purchase contract."
- "Please attach the required HOA Disclosure."
- "Signature is illegible; please re-upload a clear scan."

These notes trigger a notification to you with immediate feedback on how to fix the defect. This creates a compliance feedback loop — you learn the expectations while we maintain a timestamped record of the file's review history. That record matters when DBPR audits us.

Your own comments live in the same field. Every conversation or decision that moves a transaction gets a one-line comment on the file the same day: who you spoke to, when, what they decided, what you did. Never write anything about a customer or another agent you would not want read aloud at a hearing. See Section VIII.

Adding Transaction Participants

For a transaction to process efficiently, all participants must be added to the transaction file during creation. Not just buyer and seller — everyone.

Who to include:

- Buyers (all parties)
- Sellers (all parties)
- Listing Agent
- Buyer's Agent
- Co-op Brokers
- Transaction Coordinators/Admins
- Inspectors
- Lenders
- Title Company

Why this matters:

eSignatures: The system routes documents for electronic signature based on these contact cards. If someone isn't added as a participant, you can't assign a signature block to them.

Communication: With all parties in the file, you can email documents or updates to vendors (lender, title rep) directly from the system with one click.

Data Integrity: Names and contact details stay consistent across all forms and commission disbursement instructions. No manual re-entry means no "human error" from typing the same information differently on different documents.

The Contact Database: Enter Once, Use Forever

BoldTrail Back Office functions as a centralized database for your business contacts. Use it.

One-time entry: When you enter a professional partner — a title company, lender, inspector — into a transaction for the first time, the system saves their profile.

Select, don't type: The next time you (or any agent in our brokerage) uses that same title company, you don't re-type their address, email, or phone number. Search the contact dropdown and select them.

The benefit: No duplicate data entry. Saves time. Ensures the title company's information is always accurate on closing instructions and commission requests because the system pulls from the verified source of truth created during initial entry.

Required Forms by Transaction Stage

Buyer Representation Stage

This stage has become critical since the NAR settlement. Written agreements are now required before touring properties with buyers.

Pre-Touring (Before Showing Any Property):

Form	Description	When Required
BHHS Touring Agreement (Back Office company library)	Every customer, Zillow-sourced or not	Before first showing

Zillow's national touring form and the Realtors' form are not FSP's touring agreement.

Representation:

Form	Description	When Required
Showing Agreement (SA-4tb)	Non-exclusive, per-property agreement	Per-property representation
Exclusive Buyer Brokerage Agreement (EBBA-7tb)	Establishes exclusive representation	Before writing offers; recommended early

IMPORTANT: Transaction Broker Forms Only

We operate exclusively as transaction brokers. This is the default brokerage relationship in Florida — no special form is needed to establish it.

You are only authorized to use buyer forms that end in "tb":

- EBBA-7tb ✓
- SA-4tb ✓

If you see a form ending in "sa" (Single Agent), "nr" (No Brokerage Relationship), or "tn" (Transition), **you have the wrong form.** Those versions contain specific language for different brokerage relationships that we do not offer. Using them would misrepresent our relationship with the customer.

If you're unsure, check the form number. If it doesn't end in "tb," don't use it.

Listing Stage

Form	Description	When Required
Exclusive Right of Sale Listing Agreement (ERS-tb)	Establishes listing relationship	At listing appointment
Seller's Property Disclosure (SPDR-4x)	Seller's disclosure of property condition	At listing; provide to buyers
HOA Disclosure	HOA information and fees	At listing if property has HOA
Flood Disclosure (FD-2)	Seller's flood-history and insurance disclosure	At listing, every residential listing
FSP Photography/Videography Consent	Seller's consent to photograph, film and market the property	At listing, before the shoot is ordered
Seller's Net Proceeds	Estimated proceeds from sale	At listing appointment
Manatee Title Affiliated Business Disclosure	Discloses brokerage/title company relationship	At listing appointment

Terra Vista and Brentwood HOA riders: the versions in the Back Office company library leave the dues blank. Fill in the current dues from the listing every time.

About the Manatee Title Disclosure:

Manatee Title Company is owned by the same owner as our brokerage. Florida law requires us to disclose this affiliated business relationship to customers.

The disclosure informs customers that:

- There is a business connection between BHHS Florida Showcase Properties and Manatee Title Company
- They have the right to choose any title company they want
- They are not required to use Manatee Title as a condition of working with us

This disclosure must be provided at listing and acknowledged by the seller. It's not optional — it's a compliance requirement.

Manatee Title is the brokerage's affiliated and preferred closing agent. Recommend it, and default to it on your own listings and on the offers you write. The choice is always the customer's, and you may never condition anything on the customer's choice of title company. See Section VIII (Title company).

Closing fee note: Manatee Title's $125.00 all-inclusive closing fee requires no special disclosure or contract notation. The current contract allows buyers to be charged their portion of the closing fee, and doing so is standard practice — $125.00 all-inclusive is inexpensive relative to what other companies charge. (The affiliated business disclosure above is required.)

IMPORTANT: Transaction Broker Forms Only

The same rule applies to listing forms. **You are only authorized to use the ERS form that ends in "tb":**

- ERS-tb ✓

If you see an ERS form ending in "sa" (Single Agent), "nr" (No Brokerage Relationship), or "tn" (Transition), **you have the wrong form.**

We are transaction brokers. The form must reflect that.

Under Contract Stage

Purchase Contracts:

Form	Description	When to Use
AS IS Residential Contract (FAR/Bar ASIS)	No repair obligations	Standard — use this by default
FAR/Bar Residential Contract	Standard contract with repair provisions	Rare — when seller accepts non-AS IS

The Reality: 95% of listings only accept the AS IS contract.

Sellers often think the AS IS contract means they don't have to do repairs. That's not really the case. What an AS IS contract actually does is create a non-binding contract for 7, 10, even 15 days — the buyer can walk away and get their deposit back for any reason or no reason at all during the inspection period.

The real reason AS IS contracts dominate? Agents and brokers don't want to deal with enforcing the standard contract's repair provisions — determining which repairs are mandatory and which aren't. Once again, the customers aren't being served; the agents and brokers are.

Your default should always be the AS IS contract because that's what listings accept. If you're unsure which contract a listing will accept, it's AS IS.

The FAR/Bar standard contract (with repair provisions) exists, and if you ever encounter a situation where a seller will accept it, that's the one to use for non-AS IS deals. But this is rare — most agents go years without writing one.

Common Addenda:

Form	Description	When to Use
Rider GG (Seller's Agreement with Respect to Buyer's Broker Compensation)	Seller agrees to pay buyer's broker	When negotiating buyer broker compensation in contract
HOA/Condo Rider	Association requirements and disclosures	Properties with HOA or Condo association
FHA/VA Rider (CR-6_E)	Required provisions for FHA or VA financing	When buyer is using FHA or VA loan

Pre-Closing: Walk-Through Documentation

It is always the position of this brokerage that a written record is better than no written record.

Form	Description	When Required
Final Walk-Through Inspection Report (BWTIR-1)	Documents walk-through results	Highly recommended
Walk-Through Disclosure	Documents customer's decision to skip or delegate walk-through	**Mandatory** when customer declines walk-through or asks you to do it for them

Final Walk-Through Inspection Report: We don't mandate this form, but we highly recommend it. Document what you saw, have the buyer sign it. If something comes up later, you have a written record of the property's condition at the time of the walk-through.

Walk-Through Disclosure: This form is **mandatory** in two situations:

1. **Customer declines to do a walk-through.** We need a written record that we advised them to do one and they chose not to. Their signature acknowledges the decision was theirs.
1. **Customer asks you to do the walk-through for them.** This is the same as not doing one. We cannot be held responsible for items they would have handled differently had they been there themselves. The disclosure protects both you and the brokerage.

A walk-through document — either the inspection report or the disclosure — should be in every file.

Disclosures When Buyers Waive Their Rights

The walk-through disclosure is part of a broader principle: **when a buyer makes a decision we disagree with, get it in writing.**

Examples:

- Buyer declines a professional home inspection
- Buyer skips the final walk-through
- Buyer asks you to do the walk-through for them
- Buyer waives any of their contractual rights to save money or time

- Anything severely out of the ordinary

For each of these situations, we have a disclosure form. The buyer signs it, acknowledging that we advised them to exercise their right and they chose not to. Their decision. Their signature. Their responsibility.

Why this matters:

Ninety-five times out of a hundred, it doesn't matter. The transaction closes, everyone's happy, and the disclosure sits in the file untouched.

But those five times it does matter? You're going to want that document.

When a buyer moves into a house and discovers two weeks later there's a hole in the roof they didn't know about, they're not going to accept that responsibility or that cost without trying to put it off on somebody else. And as their agent, that somebody is almost always you.

It doesn't matter what they decided. It doesn't matter what you told them. When everything goes sideways, they're pointing the finger at you.

The disclosure proves you did your job. You advised them. They chose differently. That's on them, not you.

Closing Stage

There are many forms at closing — we just don't prepare them. Title does. But we are responsible for reviewing them thoroughly before our buyer or seller signs anything.

Your job at closing: Strenuously review every document to make sure everything is correct for your client. Don't assume title got it right. Check the numbers, check the names, check the dates.

Pay special attention to the HUD-1 or ALTA Settlement Statement. This is the document that shows how funds are distributed in the transaction. Verify:

- Purchase price is correct
- Prorations are calculated properly
- Credits and concessions match the contract
- Compensation amounts are accurate
- Your client isn't being charged for something they shouldn't be

Mistakes happen. Catching them before your client signs is your responsibility.

Form Completion Standards

The Golden Rule

No blank fields. Every field should contain information, "N/A," or "0" as appropriate. Blank fields create ambiguity and invite problems.

Money Formatting

All financial figures must be formatted as **$#,##0.00**

Examples:

- $250,000.00 ✓
- $250000 ✗
- 250,000 ✗

Which Contract Form to Use

BoldTrail has three versions of the AS IS contract:

1. **No math version** — You enter all figures manually. Error-prone.
2. **Basic math version** — Does subtraction, but requires exact loan amounts. If the price changes in a counteroffer, you have to recalculate everything.
3. **Calculated % AS IS Residential Contract for Sale and Purchase** — This is the one we use. Enter percentages (80% financing, 3% deposit, etc.) and the form calculates the dollar amounts automatically. When the price changes due to a counteroffer, the numbers update correctly without you touching them.

We train to percentages rather than fixed figures specifically because contracts get countered. A contract written with percentages stays accurate through price negotiations. A contract written with fixed dollar amounts has to be recalculated every time the price changes — and that's where mistakes happen.

Dates Are Mandatory

Buyer Agreements: You must capture:

- Buyer Agreement Date (when signed)
- Buyer Expiration Date (when it terminates)

These fields exist in BoldTrail Back Office for a reason. Fill them in.

Contract Timelines: All deadlines must be specific dates, not vague references. For AS IS contracts and short sales especially, anchor timelines to written notices and approvals — not assumptions about when something "should" happen.

Signatures and Initials

- All parties must sign where required
- All parties must initial where required
- Dates next to signatures must be accurate
- Electronic signatures are acceptable and binding

Common Rejection Reasons

Files get kicked back for these issues — avoid them:

1. Missing signatures or initials
2. Date conflicts (signed date doesn't match, timeline math doesn't work)
3. Missing required addenda
4. Blank fields where information is required
5. Wrong form version (outdated)
6. Financial figures that don't calculate correctly
7. Buyer Agreement Date/Expiration not captured

Document Retention

How Long We Keep Records

Standard Retention: 5 Years

Florida law requires brokers to retain transaction records for a minimum of 5 years from the date of the document or closing.

Litigation Exception: 2 Years After Settlement

If any litigation arises related to a transaction, all files for that transaction must be retained for 2 years after the case is settled — even if that extends beyond the standard 5-year window.

Where Records Are Stored

BoldTrail Back Office is our digital archive.

The system maintains all uploaded documents and satisfies state requirements for records being "readily available" for DBPR audit. This is why uploading documents to BoldTrail Back Office isn't optional — it's how we maintain compliance.

When Retention Begins

- **Seller transactions:** From the date the listing agreement is signed — whether or not the property ever sells.
- **Buyer transactions:** From the first touring agreement — not from the purchase contract

This is important for buyer files: retention begins when you first start showing property to a buyer, not when they go under contract. Same principle applies to sellers: if they sign a listing agreement and we never sell the house, that file still has to exist for five years.

Your Responsibility

You are responsible for ensuring all documents are in BoldTrail Back Office promptly — not at closing, not when you remember, but as documents are signed and received.

The standard: Documents go into the system as they're completed, not held until closing.

A Warning About What Happens When You Don't

This is not hypothetical. This is Florida law, and the consequences are severe.

The Scenario: A Zillow lead, Mr. and Mrs. Smith, signs a touring agreement. They never show up for the showing. Your agent thinks, "We never sold them anything, so why keep a file?" No file is created. The touring agreement is never saved.

Two years later, DBPR conducts an inspection and asks for the file on Mr. and Mrs. Smith.

You can't produce it.

You are now in violation of Florida Statute 475.5015.

The law is clear: brokers must preserve records "for at least 5 years from the date of execution by any party of any listing agreement, offer to purchase, rental property management agreement, rental or lease agreement, **or any other written agreement which engages the services of the broker.**"

That touring agreement absolutely qualifies. The 5-year clock started the moment the Smiths signed it — not when (or if) a transaction closed.

The Penalties (Florida Statute 455.28 and Rule 61J2-24.001(3)(ll)):

Offense	License Consequence	Fine
First violation	Suspension or revocation	$250.00 – $1,000.00
Repeat violation	90-day suspension or revocation	$1,000.00 – $5,000.00

Your disciplinary history becomes a matter of public record. Your clients can see it. Your future clients can see it. Other brokerages considering hiring you can see it.

Think about what this means: A career-damaging (or career-ending) disciplinary action, a fine, and a public record — all because someone didn't save a piece of paper from a showing that never happened with a customer who never bought anything.

The agent's logic — "we never sold them anything so why keep it" — is exactly backwards. **The signed agreement itself creates the retention obligation, regardless of outcome.**

Every signed document goes in a file. Period. No transaction required. No exceptions.

The Document Rule

This bears repeating because it's where agents most often fall short:

All documents go into BoldTrail Back Office immediately.

Forms created in BoldTrail Back Office are already there. But any document signed outside the system — a paper form, something from title, an email with terms agreed to — must be uploaded immediately upon receipt.

Not tomorrow. Not when the transaction closes. Not when you have time. Immediately.

Why this matters:

- If you're unavailable, the broker, office manager, or an agent assigned by the broker to cover for you can access the file and keep your deal moving
- Compliance requires current records

- Disputes are easier to resolve with contemporaneous documentation
- DBPR can audit at any time

To be clear: your files aren't open for anyone to browse. Access is controlled. But when you need help — or when you're in the hospital and your pending transaction needs someone to step in — the people authorized to help you can only help if the information is there.

If a document exists but isn't in BoldTrail Back Office, we can't prove it exists. For compliance purposes, **if it's not in the system, it didn't happen.**

Quick Reference: Where to Go

Need	Go To
Access forms	BoldTrail Back Office
Complete transactions	BoldTrail Back Office
Upload signed documents	BoldTrail Back Office
Check transaction status	BoldTrail Back Office
Compensation calculations	BoldTrail Back Office
Production reports	BoldTrail Back Office
Archived transaction files	BoldTrail Back Office
Print a blank form (rare)	Form Simplicity via MLS sign-in

Summary

Where to Find Forms:

- BoldTrail Back Office = everything (forms, transactions, documents, compliance)
- Form Simplicity = only for printing blank forms (access via MLS sign-in page)

Form Completion Standards:

- No blank fields
- Use "compensation" or "brokerage fee," never "commission" in client-facing content
- Money formatted as $#,##0.00
- All dates required, especially Buyer Agreement Date/Expiration
- All signatures and initials required

Document Retention:

- 5 years minimum (Florida law)
- 2 years after litigation settles (if applicable)
- BoldTrail Back Office is the archive
- Buyer retention starts at first touring agreement

The Document Rule:

- Everything goes into BoldTrail Back Office immediately
- If it's not in the system, it didn't happen

Section XIX: Forms & Templates Last Updated: October 2026 — Version 4 Next Review: Annually or as forms/systems change

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End of Section XIX

SECTION XX: APPENDICES & REFERENCE

Contact Directory

BHHS Florida Showcase Properties

Main Office (Citrus Hills)

Address	2450 N Citrus Hills Blvd., Hernando, FL 34442
Office Phone	352-746-0744
Website	www.bhhsfloridashowcaseproperties.com
Website	www.your365agent.com

Key Personnel

Name	Role	Cell	Email
Mark Casper	Broker / Mentor Program Manager	352-364-1947	citrushills@hotmail.com
Ellen Gipson	Office Manager / Relo Director	352-501-8785	fspelleng@gmail.com
Russell Barber	Sales Manager and Zillow Team Lead	352-630-3193	RBarberRE@gmail.com

Affiliated Business

Manatee Title Co.

Address	2468 N Essex Ave, Hernando, FL 34442
Phone	352-746-1899
Contact	Debra Currie
Email	debra@manateetitlellc.com

Note: Manatee Title is under common ownership with BHHS Florida Showcase Properties. It is the brokerage's preferred closing agent: recommended and defaulted to, never required. See Section VIII (Title company) and Section XIX for disclosure requirements.

New Homes Department (CHIP)

Citrus Hills Investment Properties

Location	Welcome Center, 2400 N. Terra Vista Blvd., Hernando, FL 34442
Phone	352-746-6121
Email	wsaxer@citrushills.com
Hours	Daily 9 AM – 5 PM (EST)

Preferred Vendors

The brokerage vendor list. Any vendor, contractor or service provider recommended under the FSP name is vetted by the Managing Broker before it appears on the office list: someone here has used them on a real client's property, they are licensed and insured, and they answer the phone. Nominate a vendor on the Agent Hub Vendors tab; nothing reaches the office list any other way. You may keep your own vendors for your own clients. Vendors do not pay to be listed.

Photography

Company	Studio 3 Photography
Contact	Darren Green
Phone	352-513-3165
Email	studio3pros@mac.com

Preferred Lenders

Company	Contact	Phone	Email
Zillow Home Loans	Michelle Croney	206-687-1446	michellecro@zillowhomeloans.com
Prosperity Home Mortgage	Malone Jarvis	704-230-7432	Malone.Jarvis@phmloans.com

Professional Associations

Realtors Association of Citrus County

Address	714 S Scarboro Ave, Lecanto, FL 34461
Phone	352-746-7550
Email	ae@raccfl.com

MLS

System	Stellar MLS (the old Citrus Matrix stays read-only for old records until December 31, 2026)
Stellar support	800-686-7451

Florida REALTORS®

Website	www.floridarealtors.org
Legal Hotline	407-438-1409
Hotline Hours	Monday – Friday, 9 AM – 4:45 PM

Quick Reference: Where to Find It

Topic	Section
How do I get paid?	Section V: Compensation Structure
What's my compensation split?	Section V: Compensation Structure
What forms do I need for a buyer?	Section XIX: Forms & Templates
What forms do I need for a listing?	Section XIX: Forms & Templates
How do I use BoldTrail Back Office?	Section XIX: Forms & Templates
What does the brokerage provide vs. what do I pay for?	Section IV: Independent Contractor Relationship
What are the office hours?	Section III: Office Operations
How do sales meetings work?	Section XIV: Performance Expectations
What happens if I have a dispute with another agent?	Section XVIII: Disputes & Internal Dispute Resolution
How do I handle a Zillow lead?	Section XI: Lead Management & CRM
What are the safety protocols?	Section XVI: Safety & Risk Management
What training is available?	Section XIII: Training & Development
What are the listing fee structures?	Section VI: Listing Policies
How does buyer representation work post-settlement?	Section VII: Buyer Representation
What happens if I leave the brokerage?	Section IV: Independent Contractor Relationship
How long do I keep files?	Section XIX: Forms & Templates
What are the AI tools policies?	Section X: Artificial Intelligence & Technology Use
Photography policy and billing?	Section VI: Listing Policies + Appendix M
Sinkhole disclosure protocol?	Sections VI, VII, VIII + Appendix A
Zillow Preferred standards?	Section XI: Lead Management & CRM + Appendix E

Technology Quick Reference

System	Purpose
BoldTrail (CRM)	Client relationship management, lead capture, marketing tools
Agent Personal Website	Your IDX website with property search (BoldTrail)
Present	Professional presentation software for listings, buyer consultations, offers (BoldTrail)
BoldTrail Back Office	Transaction management, forms, document storage, compliance
Follow Up Boss	CRM for Zillow Preferred team, two-way Zillow integration
BHHS REsource Center	Marketing tools, training, brand resources
Microsoft Office 365	Word, Excel, PowerPoint, Outlook, OneDrive
MLS	Property listings, search, market data
Form Simplicity	Blank forms for printing (rarely needed)

Acknowledgment of Receipt

This manual is acknowledged on the FSP Agent Hub. The first time you sign in after a new version is issued, the Hub asks you to record one of two answers: that you have read the manual and agree to it, or that you know it exists and have not yet read it. Either answer is accepted and recorded with your name and the date; you are held to every policy in the manual either way. The record, and any signed program acknowledgments (for example the Listing Photography Program form), are kept in your electronic personnel file.

Whichever answer you record:

1. This manual is incorporated by reference into your Independent Contractor Agreement.
1. The policies in this manual may be updated from time to time, and you are responsible for staying current with any changes.
1. Violation of these policies may result in disciplinary action, up to and including termination of your independent contractor relationship with the brokerage.
1. Questions about any policy should be directed to the broker.

Section XX: Appendices & Reference Last Updated: November 2026 — Version 4.1 Next Review: Upon policy changes or annually, whichever comes first

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End of Section XX

APPENDIX A: SINKHOLE REFERENCE GUIDE

Agent Quick Reference — Citrus County and Surrounding Areas

This appendix supplements the disclosure and transaction management procedures in Sections VI, VII, and VIII. It is a practical field reference — use it when sinkhole-related questions arise in any transaction.

What You're Actually Dealing With

Florida sits on a limestone platform that groundwater has been slowly dissolving for millions of years. The result is a patchwork of underground voids, cavities, and soft soil zones — what geologists call karst terrain. Sinkholes are one visible expression of that geology. They are not rare events in Florida. They are the expected behavior of the ground your clients are buying on.

The most important thing to know: Most sinkhole history disclosed in real estate transactions involves slow, gradual types — not the dramatic collapse events that make the news.

The Three Types — Know the Difference

Type	What It Is	How It Looks	In Transactions
Solution Sinkhole	Broad, shallow depression forming over decades	Subtle ground sag, no sharp edges	Common; rarely causes structural damage
Cover-Subsidence	Sandy soil migrates slowly into a void below	Depression in yard, tilting fence posts, uneven driveway	Most common type in residential disclosures
Cover-Collapse	Clay layer fails suddenly	Sharp edges, steep walls, can be dramatic	The "movie" sinkhole — real, but rare

The takeaway: When a disclosure says "prior sinkhole activity," it almost always means one of the first two types. Understand this before you talk to your client.

What Looks Like a Sinkhole But Might Not Be

Your job is not to diagnose — it's to recognize when professional evaluation is needed.

Looks Like a Sinkhole	More Likely Explanation
Circular depression in yard or driveway	Failed or collapsed septic system
Cracks radiating from a central point	Subsurface clay compression under load
Tilting fence posts or trees	Decomposing organic material (old tree roots, buried debris)
Sticking doors and windows	Broken sewer or water line undermining soil
Sudden void or hole	Improperly compacted fill from prior construction

When you see any of these: Document it. Recommend a professional evaluation. Call the broker.

County Risk Overview

All seven counties we operate in carry sinkhole risk. Your disclosure obligation is identical across all of them — but the advisory conversation varies.

County	Risk Level	What This Means in Practice
Hernando	Very High	Highest intensity in Florida. Heightened review is warranted on every transaction.
Pasco	Very High	Highest claim volume in the state.
Hillsborough	High	Urban density increases visibility and impact.
Marion	High	Strong underlying geology. Many buyers arrive uninformed — you must initiate the conversation.
Citrus	High, Localized	Risk varies significantly by parcel. Always check the specific property, not just the county.
Sumter	Moderate	Transitional zone. Location within the county matters.
Levy	Lower	Isolated karst areas. Risk is lower — not zero.

In Citrus and Marion especially: Buyers often arrive without any expectation of a sinkhole conversation. That means you have to initiate it — even when there's no disclosed history and you're just doing your job.

The Insurance Trap — Understand This Before Every Cash Transaction

Most buyers hear "homeowners insurance covers sinkholes" and think they're protected. They're wrong about which type of coverage they actually have.

Catastrophic Ground Cover Collapse (CGCC)

- Required in every Florida homeowners policy
- Covers only when ALL FOUR conditions are simultaneously met:
- Abrupt collapse visible to the naked eye
- Structural damage to the building
- Condemned by government order
- Vacated by government order
- This is the "movie" scenario. It is rare.

Sinkhole Loss Coverage

- Optional — insurer must offer it, but buyer must elect it
- Covers what actually happens in residential transactions: settlement, foundation damage, and subsidence that doesn't rise to condemnation
- This is the coverage that matters in practice

The cash buyer problem: Financed buyers have a lender who requires insurance before closing — so the insurance conversation happens automatically. Cash buyers don't have that safety net. A cash buyer can close on a property with sinkhole history, attempt to obtain insurance after closing, and discover that coverage is unavailable or severely limited — after the inspection period is gone.

Standing rule: For every cash buyer on a property with disclosed sinkhole history, or in a county with elevated activity — the insurance conversation happens during the inspection period. Not after closing.

Section 7 of the Seller's Property Disclosure — The Three Questions

Section 7 is where most agents get into trouble. Know all three questions cold.

7(a) — Has the property ever experienced sinkhole activity? If YES → Seven specific steps are required. See below.

7(b) — Does the seller have knowledge of any underground voids or sinkholes? If DON'T KNOW on a property that has had significant prior remediation → This is a flag, not a clean answer. It warrants inquiry, not acceptance.

7© — Description of prior activity or remediation If vague → Pull the permit record. A vague description is a flag, not a resolution.

Remember: A signed disclosure is not a reviewed disclosure. These are not the same thing.

When Section 7(a) Is YES — The Seven-Step Protocol

Follow these steps in order. Every time. No exceptions.

1. **Read 7©** carefully. Note exactly what the seller described.
2. **Pull the county permit record.** Find any subsurface stabilization or underpinning permits associated with the property.
3. **Note the permit status:**

- *Certificate of Completion* — Work was inspected and approved. This is the outcome you want.
- *Cancelled or Expired Permit* — Work started but not completed or not inspected. This is a flag.

1. **Call the broker before taking any further action.** This step is not optional. It is not a suggestion. It is the procedure. Do it before you say anything further to your client about the specific situation.
2. **Brief the buyer** on the disclosure and permit history — factually and calmly. No speculation. No minimizing. No alarmism.
3. **Recommend a geotechnical or structural engineering inspection** during the inspection period. This is your professional recommendation, regardless of the permit status.
4. **Document everything in BoldTrail Back Office Comments** and get written acknowledgment from the buyer if they decline the inspection recommendation.

Step 4 — call the broker — is the step most likely to be skipped. It is the step that protects you, your client, and the brokerage the most.

Understanding Remediation — What Was Actually Done

When a property has prior remediation, knowing what was done lets you speak accurately to clients.

Compaction Grouting Thick, cement-based grout is injected under high pressure to fill underground voids and compact the surrounding soil. This restores load-bearing capacity. It is common in Florida residential transactions and, when done properly, is an effective long-term solution.

Foundation Underpinning Steel piers are driven to competent bearing strata to lift and stabilize the foundation. Used when the structure itself needs to be re-leveled and secured.

What the permit status tells you: A *Certificate of Completion* means the work was inspected and approved by the county. A property with a finalized permit, an engineer's letter, and documented remediation is in a fundamentally different position from a property with an active, unresolved problem. Make this distinction clearly when talking to clients.

How to Talk to Clients — Four Scenarios

Situation	Your Approach
Buyer panics at the word "sinkhole"	Acknowledge the concern. Redirect to the actual facts. Explain the difference between prior remediated history and an active problem. Recommend the inspection as protection — not as evidence of a problem.
Buyer wants to ignore it	Make clear this is material information. Frame the inspection recommendation as protecting them, not as a problem you are creating. Document that you made the recommendation.
Buyer wants to walk away immediately	Validate their absolute right to walk. Ask them to review the actual facts before deciding. Most of the time, the facts are less alarming than the word.
Buyer declines the inspection	Respect the decision. Document it. Get written acknowledgment. Then move on with a clean record.

The tone in every scenario: Calm. Factual. Confident. Your job is not to decide for them — it is to make sure they decide with complete information.

The Three Legal Pillars — Know Them

Johnson v. Davis (Florida Supreme Court, 1986) Sellers must disclose known material facts that affect property value and are not readily observable. Sinkhole history qualifies as a latent defect.

Florida Statute §475.278 Agents have an independent duty to disclose known facts that materially affect value. This duty exists separately from the seller's disclosure. The seller disclosing something on a form does not end your obligation.

AS IS Does Not Mean No Disclosure The AS IS designation affects repair negotiations only. It does not eliminate the disclosure requirement. Courts have said this explicitly and repeatedly.

Documentation Checklist — Every Sinkhole-Disclosure Transaction

- [ ] Section 7 reviewed with buyer — not just transmitted
- [ ] County permit record pulled and status noted
- [ ] Broker called before further action (if 7(a) is YES)
- [ ] Buyer briefed on disclosure and permit history — documented in BoldTrail Back Office Comments
- [ ] Geotechnical/structural inspection recommended in writing
- [ ] If buyer declines inspection: written acknowledgment obtained and filed
- [ ] Insurance conversation completed (especially for cash buyers)
- [ ] All documentation uploaded to BoldTrail Back Office in real-time

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Appendix A: Sinkhole Reference Guide Last Updated: October 2026 — Version 4 Source: "Know What You Are Handing Them" training session, April 11, 2026 Next review: Annually or upon significant regulatory changes

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End of Appendix A

APPENDIX B: DOCUMENT REVIEW QUICK REFERENCE

Know Your Stack — Field Reference for Every Transaction

This appendix is a field-ready companion to the disclosure review standards in Sections VI, VII, and VIII. Print it. Keep it accessible. Use it before you send anything to a client for signature.

The Core Rule

Every document you send to a client for signature is your professional recommendation that they sign it. If you have not read it carefully enough to explain it, you are not ready to send it.

This is not about being a paralegal. It is about knowing what you are handing people.

The Three-Level Review Standard

Level	What It Looks Like	Is It Enough?
Wrong	Send electronically, collect signature, no conversation	Never
Acceptable	Review by phone before sending	Minimum — not ideal
Right	Walk through each section together, document the conversation, confirm understanding before signature	Always aim here

Most agents operate in the middle. The goal is to move right — every transaction, every time.

The Four High-Risk Documents

These are the documents that generate the most post-closing complications when review steps are skipped. Know them cold.

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1. Seller's Property Disclosure Report (SPDR)

Why it matters: This is the document most likely to contain undisclosed material information that affects your buyer's decision and your exposure.

Sections requiring your closest attention:

Section	What It Covers	Why It's High Risk
Section 1	Structural issues	Foundation, walls, roof structure — latent defects live here
Section 5	Roof	Age, condition, prior repairs, leaks
Section 7	Sinkhole / soil movement	Most commonly skipped; generates the most claims in our market
Section 8	Water intrusion	Flooding, drainage, moisture — common in Florida

Your obligation every time:

- Read every section before sending
- Review it actively with the buyer — not just transmit it
- Identify red flags before the inspection period expires

- Document the review in BoldTrail Back Office Comments
- Send a same-day email confirming what was discussed
- If buyer declines a recommended inspection: get written acknowledgment

> 🔴 **REQUIRED: If Section 7(a) is YES — stop. See Appendix A for the seven-step protocol. Call the broker before any further action.**

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2. AS IS Residential Contract

Why it matters: AS IS does not mean no disclosure obligation. It means the seller isn't obligated to make repairs. Agents and buyers frequently misunderstand this distinction — and that misunderstanding creates liability.

Paragraphs requiring your closest attention:

Paragraph	What It Covers	What to Watch For
Para. 12(a)	Inspection period	Dates, trigger events, what happens at expiration
Para. 14	Broker liability	Limits on brokerage responsibility
Standard X	Waiver provisions	What rights the buyer may be waiving

Your obligation every time:

- Confirm inspection period dates are correctly calculated from contract acceptance — not signing date
- Confirm buyer understands their right to cancel during inspection period
- Never minimize the inspection period to "keep the deal together"
- If buyer wants to waive inspection: document in writing and call the broker

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3. HOA Disclosure

Why it matters: Buyers regularly underestimate what they're inheriting from an HOA — assessments, pending violations, deed restrictions, and rules that affect how they can use the property.

What to look for:

- Current monthly/annual dues amount
- Any special assessments pending or approved
- Any outstanding violations on the property
- Deed restrictions that might affect the buyer's plans (pets, rentals, vehicles, landscaping)
- Approval requirements for modifications

Your obligation every time:

- Review line by line — do not skim
- Flag anything the buyer hasn't mentioned knowing about
- Confirm buyer has the full HOA document package, not just the disclosure summary
- Note: buyers are often surprised by what they inherit — surprises after closing become complaints

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4. Flood Disclosure

Why it matters: In Citrus and Levy counties, flood zone designation and history are material facts that directly affect insurability and long-term value. This is not a formality.

What to look for:

- Flood zone designation (A, AE, X, etc.)
- Prior flood history disclosed by seller
- FEMA map effective date (older maps may not reflect current risk)
- Elevation certificate status

Your obligation every time:

- Confirm the zone designation matches what you see in public records
- In elevated-risk zones: ensure buyer has a flood insurance quote before inspection period expires
- Cash buyers especially: flood insurance is not required by a lender, so it's easy to skip — don't let them
- Note: flood insurance costs can be significant and are often a deal factor buyers didn't anticipate

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Documentation Protocol — Every Transaction

After any disclosure review with a client, document it immediately. Do not wait until closing.

Step 1 — BoldTrail Back Office Comments field Enter a note that says what you reviewed, with whom, when, and what was discussed. Example: *"04/13/26 — Reviewed SPDR with buyer John Smith by phone. Flagged Section 7 (no prior sinkhole history disclosed). Discussed Section 1 roof age (2018). Buyer acknowledged. Recommended wind mitigation inspection during inspection period."*

Step 2 — Same-day email follow-up Send a brief email to the buyer confirming what was discussed. This creates a timestamped record outside the transaction system.

Step 3 — Written declination (if applicable) If you recommended an inspection and the buyer declined: get that in writing, date it, and upload it to Back Office immediately. This is non-negotiable.

Step 4 — Broker notification If Section 7(a) is YES, or if any red flag was identified that the buyer is choosing to ignore: call the broker. Before taking any further action.

Quick Scan Checklist — Before You Send Any Document Package

- [ ] Have I read every section of the SPDR myself?
- [ ] Have I identified any red flags (especially Sections 1, 5, 7, 8)?
- [ ] If Section 7(a) is YES — have I called the broker?
- [ ] Have I confirmed inspection period dates are correctly calculated?
- [ ] Have I reviewed the HOA disclosure line by line?
- [ ] Have I confirmed flood zone and flagged insurance implications?
- [ ] Am I prepared to explain every section if my buyer asks?
- [ ] Is my documentation in Back Office before this leaves my desk?

Appendix B: Document Review Quick Reference Last Updated: October 2026 — Version 4 Source: "Know What You Are Handing Them" training session, April 11, 2026 Next review: Annually or upon significant regulatory changes

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End of Appendix B

APPENDIX D: BUYER COMPENSATION DISCLOSURE CHECKLIST

Post-NAR Settlement Compliance — Field Reference

This appendix is a transaction-level checklist companion to the buyer representation and legal compliance requirements in Sections II and VII. Use it at the start of every buyer transaction to confirm your file is complete and your disclosures are properly documented.

Why This Matters

The August 2024 NAR settlement fundamentally changed how buyer broker compensation works. The days of relying on MLS-offered compensation are over. Every transaction now requires that you:

1. Have a signed agreement with your buyer **before** showing any property
2. Establish your compensation structure **in that agreement** — not at closing
3. Disclose how compensation will be paid — by seller concession, buyer payment, or a combination — before any offer is written
4. Document everything in the transaction file

Agents who treat this as optional administrative overhead are creating serious liability exposure. Agents who handle it properly are protected.

Stage 1: Before the First Showing

Agreement requirement:

- [ ] Buyer has signed a brokerage agreement before entering any property
- Touring Agreement (minimum for first meeting)
- Showing Agreement (property-specific, for buyers not yet ready for exclusive)
- Exclusive Buyer Brokerage Agreement / EBBA (preferred)
- [ ] Agreement clearly states your compensation:
- Standard fee: 3% of purchase price, OR
- Alternate: 2.5% + $500.00 non-refundable retainer (pre-approved; a last resort, never an opening offer)
- Any other structure requires broker approval before discussing with buyer
- [ ] Agreement term and geographic coverage are appropriate:
- EBBA term: minimum 3 months (6 months recommended)
- Geographic coverage: Citrus and surrounding counties minimum — NOT "Citrus County" alone
- [ ] Buyer Agreement Date entered in BoldTrail Back Office
- [ ] Signed agreement uploaded to Back Office file immediately

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Stage 2: The Compensation Conversation

This conversation must happen before any offer is written. It is not optional and it is not "handled" just because the agreement has a number on it.

What you must cover with your buyer:

- [ ] Explain that compensation is no longer offered through the MLS
- [ ] Explain the three ways compensation can be structured:
- **Seller concession:** Seller agrees in the contract to pay a specified amount toward buyer broker compensation. Most common.
- **Buyer pays directly:** Buyer pays your fee at closing. Less common but fully legal.
- **Combination:** Part seller concession, part buyer payment.
- [ ] Confirm buyer understands they are responsible for your fee if the seller will not pay it

- [ ] Confirm buyer understands the difference between your fee and closing costs
- [ ] Document this conversation in Back Office Comments

The data-driven response if buyer pushes back on the fee: *"On average, our clients save almost 1.5% on their purchase price compared to typical Citrus County transactions — because of our negotiating skills and market expertise. So even at 3%, you're getting a better deal with us than you would with an average broker charging 2%. We have the data to support this."*

Stage 3: Compensation Disclosure Statement

A Compensation Disclosure Statement must be in the file before key deadlines. This is a separate document from the buyer agreement — it is the formal disclosure of how compensation will be handled in the specific transaction.

- [ ] Compensation Disclosure Statement prepared and signed
- [ ] Discloses: your compensation amount, source of payment (seller concession or buyer), and timing
- [ ] In file **before** offer is submitted
- [ ] Uploaded to Back Office immediately upon execution

Stage 4: Compensation in the Contract

When an offer is written, compensation must be properly documented in the contract itself.

- [ ] If seller concession is being requested: concession amount is clearly stated in the contract
- [ ] Language used is "toward closing costs and prepaids" — NOT "toward repairs" (triggers lender scrutiny)
- [ ] Concession amount does not exceed buyer's actual closing costs (excess is forfeited, not refunded)
- [ ] Maximum concession percentage is appropriate for the loan type:
- Conventional (20%+ down): up to 6% seller concession
- Conventional (under 20% down): up to 3% seller concession
- FHA: up to 6% seller concession
- VA: up to 4% seller concession (for buyer costs)
- Cash: no lender limits
- [ ] If buyer is paying directly: payment mechanism is documented in the contract or addendum
- [ ] Compensation amount in contract is consistent with signed EBBA or Showing Agreement

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Stage 5: File Completion Requirements

Every buyer transaction file must contain all of the following before it can be marked complete:

Agreement Documents:

- [ ] Signed Touring Agreement (if used for initial showings)
- [ ] Signed EBBA or Showing Agreement (whichever applies)
- [ ] Compensation Disclosure Statement

Transaction Documents:

- [ ] Purchase contract with compensation properly documented
- [ ] All addenda
- [ ] All counteroffers and amendments
- [ ] Inspection reports
- [ ] Repair requests and responses (if any)
- [ ] Closing disclosure
- [ ] Settlement statement

Buyer Information:

- [ ] Buyer personal information sheet
- [ ] Lender contact information
- [ ] Pre-approval letter or proof of funds

Zillow Preferred transactions only:

- [ ] Transaction entered as Pending on the Premier Agent Transaction tab within 48 hours of a fully executed contract
- [ ] Closing statement uploaded in Premier Agent within four days of closing

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Common Mistakes That Create Exposure

Mistake	Why It Matters
Showing property before agreement is signed	No legal protection if buyer works with another agent
Agreement without compensation amount stated	Unenforceable — can't collect a fee that wasn't agreed to
Compensation Disclosure Statement missing	Compliance violation; creates file deficiency
Concession labeled "toward repairs" in contract	Triggers lender underwriting requirements; can kill the deal
Concession amount inconsistent with EBBA	Creates dispute about what was owed
File not completed until closing	Compliance risk; prevents broker from monitoring the transaction

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Quick Summary Card

Stage	Required Document	When
Before first showing	Touring Agreement minimum	Before entering any property
Before second showing	Showing Agreement or EBBA	Before second showing appointment
Before writing offer	Compensation Disclosure Statement	In file before offer submitted
In contract	Seller concession or buyer payment properly documented	At contract execution
At closing	All documents in Back Office; on a Zillow deal, closing statement uploaded in Premier Agent	Within 48 hours of closing (Premier Agent: within four days)

Appendix D: Buyer Compensation Disclosure Checklist Last Updated: October 2026 — Version 4 Reflects: August 2024 NAR Settlement requirements Next review: Annually or upon regulatory changes For full policy, see Section II: Legal & Regulatory Compliance and Section VII: Buyer Representation

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End of Appendix D

APPENDIX E: ZILLOW PREFERRED STANDARDS SUMMARY

What's Required to Stay on the Program

Zillow Preferred participation is voluntary and limited to agents selected or approved by the broker. Agents are not required to participate in Zillow Preferred as a condition of affiliation with the brokerage. However, agents who accept Zillow Preferred leads must follow Zillow's requirements, Follow Up Boss requirements, and brokerage standards for continued participation.

This appendix consolidates those requirements from Sections XI and XIV into a single field reference. If you are on the Zillow Preferred team, these are your operating standards. They are not guidelines — they are the requirements Zillow uses to evaluate your continued participation.

The Zillow program is governed by the FSP Zillow Preferred Field Manual, which sets the day-to-day rules: pickup, pausing, lead balance, ZIP codes and the scorecard. Zillow team members are held to it.

What Zillow Preferred Is — and What's at Stake

Zillow Preferred is a pay-at-closing lead program. Zillow sends buyer leads to agents at no upfront cost; the brokerage pays a referral fee when a transaction closes. It is one of the primary lead sources for this brokerage.

The stakes: Losing Zillow Preferred participation would be very difficult to recover from. Zillow does not reinstate brokerages or teams easily once removed. Meeting these standards is not optional — it is how we protect a significant revenue source for every agent on the program.

Core Performance Standards

1. Pickup Rate

Pick up the phone. Zillow measures your pickup rate (answering, even when a teammate gets the customer), and so do we.

- **Standard:** Once you've had a lead that day, answer on the third or fourth ring
- **If you can't answer, pause yourself.** Driving with Bluetooth is not a reason to pause
- **Lead balance:** with more than two leads in the Lead stage, you are paused until they're cleared
- **ZIP codes:** the office sets your ZIP codes; don't add your own
- **Required tool:** Calls to Zillow leads must be made through Follow Up Boss — Zillow's integrated calling system. Do not call Zillow leads from your personal phone without going through FUB first
- **Why:** Zillow tracks whether calls are being made through the integrated system. Calls outside FUB don't count toward your metrics

2. Speed to Lead

Time from lead notification to first contact is measured.

- **Standard:** Contact within minutes — not hours
- **Target:** First call attempt within 5 minutes of lead notification whenever possible (for cold internet leads — Zillow live connects are handled in real time during the transfer)
- **Reality:** Leads that don't get a fast response often go cold or find another agent. Speed matters both for your metrics and your conversion rate

3. The 30-Second Appointment Ask

This is the standard Mark has established for the Zillow team and it is non-negotiable.

The rule: Ask for the appointment within the first 30 seconds of connecting with a live lead.

Not at the end of the call. Not after you've spent five minutes building rapport. Within the first 30 seconds.

Why: Research consistently shows that early appointment asks — while the lead is still in the "I just asked about a property" mindset — convert significantly better than delayed asks. Every second you spend building rapport before asking is a second you're letting their attention drift.

How to do it: *"Hi, this is [Name] from Berkshire Hathaway HomeServices Florida Showcase Properties — I'm calling about the property you asked about on Zillow. Are you available to come see it [day] or [day]?"*

That's it. You've asked within 30 seconds. If they want to talk first, great — but the ask is already out there.

4. ZHL Transfer Rate — 7% Floor, 10% Goal

Zillow Home Loans (ZHL) is Zillow's mortgage product. Offer every Zillow buyer a transfer to ZHL for a pre-approval conversation.

- **Your metric:** L3M (Last 3 Months) Engaged Transfer Rate
- **Floor and goal:** 7% floor, 10% goal
- **How to transfer:** During your conversation with the lead, introduce ZHL: *"Before we get you scheduled, I want to connect you with our preferred lender — they can often get you a pre-approval in 24 hours and it makes your offer much stronger. Is it okay if I transfer you?"*
- **If they decline:** Note it in FUB and move on — you still need to make the ask

The 7% floor has a consequence. Any agent below 7% as of the last team meeting before the second Tuesday of the month attends the monthly **ZHL New Agent Training** (second Tuesday, 2:30–3:30 PM Eastern, via Zoom) — not as punishment, but because the training works. New Zillow team agents attend regardless of their score. 10% is the team goal; 12%+ is where the top of the team lives.

5. Post-Call Follow-Up Cadence

After every contact attempt or conversation, your follow-up must be documented and scheduled.

After a live conversation:

- Log the call in Follow Up Boss with outcome notes
- Set the next follow-up task immediately — do not leave a lead without a scheduled next step
- Send a follow-up text or email within 1 hour confirming what was discussed

After a no-answer:

- Log the attempt in FUB
- Send a text immediately: *"Hi [Name], this is [Name] from BHHS — I'm calling about the home you saw on Zillow. I'll try you again shortly, or feel free to call/text me back at [number]."*
- Schedule next call attempt within 1-2 hours

6. Closing Rate

Your closing rate is the office's own number: Zillow contracts written in the last 90 days (Back Office, by acceptance date; a cancelled contract never counts) divided by Zillow leads received in the same 90 days (Follow Up Boss). Team and per agent, same window. When two Zillow-team agents work one deal together, each gets half credit. The floors, goals and scorecard are in Section XI and the Field Manual.

Follow Up Boss — Required Usage

FUB is the required CRM for the Zillow Preferred team. Follow Up Boss holds the Zillow customers realistically buying in the next six months; everyone else lives in BoldTrail, where long-term care stays in touch.

What must happen in FUB:

- [ ] Every Zillow lead is worked through FUB — not managed outside the system
- [ ] All calls are made through FUB's integrated dialer
- [ ] Every contact attempt is logged with outcome
- [ ] Every lead has a next follow-up task scheduled at all times

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Premier Agent — Logging Every Zillow Transaction

The Zillow program requires every deal in the Premier Agent app.

- [ ] When a contract on a Zillow customer is fully executed: enter it on the Premier Agent Transaction tab as Pending within 48 hours
- [ ] If the contract dies: take it out of Pending in Premier Agent the same day; make any closing-date change there too

- [ ] Within four days of closing: upload the closing statement in Premier Agent so Zillow can confirm its fee
- [ ] You may also record the deal in Follow Up Boss, but do not press "Sync to Zillow," which creates a duplicate

Why the close-out step matters: Zillow's referral fee documentation process depends on the Premier Agent record. If the closing statement isn't uploaded in Premier Agent, Zillow can't confirm its fee, which creates billing disputes and jeopardizes your standing in the program. Missing or late Premier Agent records put your place on the Zillow team at risk.

What Gets You Removed From the Program

Zillow monitors the following. Any of these can trigger a performance review or removal:

- Pickup rate falls below acceptable threshold
- ZHL transfer rate falls below the 7% floor for an extended period
- Negative client feedback submitted through Zillow's review system
- Missing or late transaction records in Premier Agent
- Calls made outside the FUB integrated system
- Agent departure without proper transition of active leads

If you are at risk: Talk to the broker or Russell Barber (Sales Manager and Zillow Team Lead) before the situation escalates. Performance issues are easier to address early than after Zillow has already flagged your account.

Quick Reference Card

Standard	Requirement	Measured By
Pickup rate	Answer on the third or fourth ring; pause yourself if you can't	Zillow / Broker
Speed to lead	Minutes, not hours (cold leads)	Zillow
Appointment ask	Within 30 seconds of live contact	Broker
ZHL transfer rate	7% floor, 10% goal (L3M engaged)	Zillow
FUB logging	Every contact, every attempt	Broker / Zillow
Transaction log	Premier Agent: Pending within 48 hours of contract; closing statement within four days of closing	Zillow compliance
Day-to-day rules	FSP Zillow Preferred Field Manual	Broker

Appendix E: Zillow Preferred Standards Summary Last Updated: October 2026 — Version 4 Sales Manager and Zillow Team Lead: Russell Barber Next review: Annually or upon Zillow program changes For full policy, see Section XI: Lead Management & CRM and Section XIV: Performance Expectations

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End of Appendix E

APPENDIX F: STELLAR MLS — RULES AND OUR OFFICE PROCEDURES

How every FSP listing goes into Stellar MLS. The full text is in Section VI ("How We List in Stellar") and Section IX ("Stellar MLS: Rules & Fines").

How We List

Route	When	What you do	Forms beyond the listing agreement and Data Entry form
Office Exclusive first	Recommended for every new listing	Enter as Office Exclusive the day the agreement is signed, with one good front photo. Release to Active the day the full photo set lands.	MLS Options form (Office Exclusive box) and the MLA-6 release ("Other" box), both signed at the listing appointment
Straight to Active	Allowed, not recommended	Hold the listing; enter it Active with the full photo set inside 5 business days. Nothing public until it is in.	None
Coming Soon	Only when the seller asks	Up to 14 days; full photo set by day 4 or 5, or one good front photo if the photos are late. Activate by hand any time.	MLS Options form (Coming Soon box)

- Never Active with one photo.
- Coming Soon is chosen at the first entry or never; an Office Exclusive listing cannot move to Coming Soon. One Options form, one box.
- Temporary Exclusion and Delayed Distribution: FSP does not use them.
- Office Exclusive: our office only. Every FSP agent may show it. No sign, flyer, social media, email or text blast, website, or word to agents at other brokerages (Terra Vista Realty Group included).
- Zillow Preview: on hold. No agent uses it until they have met with the Managing Broker, and not before December 1, 2026.

The Two Clocks

Clock	Rule
Stellar's entry rule (Article 04.01)	5 business days from the later of the owners' signature date or the listing start date
Clear Cooperation (Stellar Policy 8.0)	1 business day from the first public marketing of any kind; a yard sign counts. $500.00 first offense, $2,500.00 second

The Paperwork

Form	When	Who signs
Stellar Data Entry form (or Owners Authorization printed from Matrix)	Every listing, before it is submitted	All owners
MLS Options for Property Owners — Authorization (rev. 5/2026)	Office Exclusive or Coming Soon	All owners (initials and signatures), the Managing Broker, the agent. No changes, no strikethroughs
MLA-6, "Other" box: release from Office Exclusive to Active when the professional photographs are complete	Office Exclusive	All owners, at the listing appointment

- Everything goes into the BoldTrail Back Office file the day it is signed. Stellar can request a document on short notice; produce it within 2 business days or it is a $500.00 fine.
- Upload to Stellar only: auction or unsafe-property documentation (in Matrix), green certification proof, and the sellers' written direction to withhold photos. Never anything that mentions compensation.

- Paragraph 15 of the listing agreement never carries a photo or MLS-timing instruction.

Office Approval

Through February 1, 2027, every FSP listing is approved by the office before it goes Active (same business day). New agents stay on approval after that.

Help

Ask the Managing Broker before entering any listing you are unsure about. Stellar's compliance desk: dataintegrity@stellarmls.com · 800-686-7451. See Section XX for MLS contact information.

Appendix F: Stellar MLS — Rules and Our Office Procedures For the full text, see Sections VI and IX

End of Appendix F

APPENDIX G: TVHT & DEVELOPER TRANSACTION REFERENCE

Terra Vista Home Team — How the Economics Work

This appendix covers the developer relationship, the 25% override structure, and how to handle transactions involving CHIP referrals and developer communities. If you are on the Terra Vista Home Team or work in Terra Vista, Brentwood, or Davis Reserve — know this cold.

The Big Picture

The Terra Vista Home Team (TVHT) exists because of a specific business arrangement between BHHS Florida Showcase Properties and Citrus Hills Investment Properties (CHIP) — the developer entity that controls the Terra Vista community and surrounding developer communities.

In exchange for access to the CHIP referral pipeline, the developer receives a 25% override on every sale in those communities (leases excluded). This override comes off as described in Section V — always before any agent split is calculated.

Understanding this structure is not optional if you work TVHT transactions. Getting it wrong creates compensation disputes, unhappy agents, and awkward conversations that should never have happened.

The Communities Where the Override Applies

The 25% developer override applies to transactions in:

- **Terra Vista** (all neighborhoods within the gates)
- **Brentwood** (developer community)
- **Davis Reserve** (developer community)

The rule is location-based, not referral-based. If the property is in one of these communities, the override applies — even if the buyer did not come through the CHIP referral pipeline. There are no exceptions without explicit broker approval.

How the Math Works

On a sale with no referral, the order is: gross commission → 25% developer-community share → 6% BHHS royalty on what remains → agent/brokerage split. (When the sale also carries an outside referral, the order changes; see Section V.)

Step	Who Gets It	Amount
Gross commission	Full amount collected	100%
Developer-community share	CHIP (off the top)	25%
Remaining after developer share		75%
BHHS royalty	BHHS (6% of what remains)	4.5% of gross
Available for split		70.5% of gross
Agent split (full-time starting split)	Agent	60% of available = 42.3% of gross
Brokerage share	BHHS FSP	40% of available = 28.2% of gross

At the 60% starting split, the effective agent take is 42.3% of gross commission — not 60%. An agent who has worked up to 70% takes 49.35% of gross. This is what agents need to understand before they do the math on a transaction and wonder where their money went.

Example on a $500,000.00 transaction at 3% gross:

	Amount
Gross commission	$15,000.00
Developer-community share (25%)	-$3,750.00
Remaining	$11,250.00
BHHS royalty (6% of remaining)	-$675.00
Available for split	$10,575.00
Agent share at 60%	$6,345.00 (42.3% of gross)
Agent share at 70%	$7,402.50 (49.35% of gross)

The CHIP Referral Pipeline — What It Is and Why It Matters

CHIP refers approximately 50 buyers per year to TVHT agents. These are people who visited the new home Welcome Center, expressed interest in the community, and are now exploring resale options — with the developer's endorsement.

Why this matters strategically: The Pipeline Paradox data from our market analysis shows that 6 of 8 agents who left TVHT for competing brokerages saw production declines averaging 45%. The referral pipeline is the driver of TVHT production, not individual agent branding. When agents leave for a better split elsewhere, they typically find that the better split on lower volume produces less income, not more.

Referral handling:

- CHIP referrals are assigned by the broker or by Luci Suarez
- All customers from CHIP referrals are considered **broker-owned** — not agent-owned
- The broker may reassign customers to ensure client satisfaction
- Never communicate to a CHIP referral customer that they are "your" client in a way that suggests the relationship is personal rather than brokerage-based

How a CHIP Referral Is Worked

The day you receive a CHIP referral: open a Back Office opportunity, upload the referral, and send the customer's agent registration form to the developer's contact (Wayne Saxer for Citrus Hills Investment Properties; J.R. Wasoba for Citrus Craft). You send it, not the broker.

- Sign a touring agreement dated the day of the first showing.
- Every showing goes on the opportunity as a comment.
- Send a same-day follow-up email and set a neighborhood search alert.
- When the customer buys new construction instead, record the bounce-back in the Hub referral log by date of purchase.
- Referral reporting follows the lead source "Referral-New Homes." A CHIP customer who buys outside Terra Vista, Brentwood or Davis Reserve pays the New Homes referral fee and no developer-community share.
- Out-of-area sellers are referred to a BHHS agent through the Managing Broker.

TVHT Members

The Terra Vista Home Team is a flat team of equal members — no ranks or titles. All CHIP referral customers are broker-owned; the broker may reassign any customer to ensure client satisfaction, and another member covers when a teammate is unavailable.

Agent	Start Date
Luci Suarez	Aug 16, 2021
Kirsten Elling	Mar 24, 2021
Lori Flagg	Nov 1, 2017

Russell Barber is the brokerage Sales Manager and Zillow Team Lead.

Signs in Terra Vista and Brentwood

> 🔴 **REQUIRED: No signs of any kind inside the Terra Vista gates — For Sale, Under Contract, Sold, open house, directional, riders or posts.**

Terra Vista has a community-wide no sign policy. This applies to all properties within the gated community regardless of listing agent or brokerage. Violating this policy creates issues with the developer relationship.

Brentwood: on a freestanding home, only the 8"×12" flat-black single-post sign. Townhomes carry no sign. Open houses are not permitted in Brentwood. The Brentwood association has a sign-prohibition amendment in circulation with no effective date; a sign already up may stay until the rule changes. Set the expectation with the seller at the listing appointment.

Check the current rule page before any installation in either community, and confirm signage restrictions before installing any sign in any other gated community.

Handling In-House Transactions (Same Brokerage, Both Sides)

When a BHHS FSP agent has the listing and another BHHS FSP agent brings the buyer in a developer community transaction, the following applies:

- Both agents are operating under the same brokerage's Transaction Broker relationship
- The developer override (25%) still applies and comes off as described in Section V.
- What remains after the developer share and the BHHS royalty is split between the two agents' sides according to standard commission structure
- No additional co-broke offer is needed — this is an in-house transaction
- Both agents should be aware the effective take on each side is reduced by the override

When in doubt about any in-house split involving the developer override: call the broker before the conversation with either agent.

What to Tell a Prospective TVHT Agent

When recruiting or onboarding an agent to TVHT, be transparent about the economics upfront. The agent needs to understand:

1. At the 60% starting split, the effective take is 42.3% of gross, not 60% (49.35% at a 70% split)
2. The override is the cost of access to the CHIP pipeline
3. The pipeline has historically driven production that more than compensates for the reduced split
4. Customers are broker-owned — the relationship belongs to the brokerage, not the individual agent
5. The data shows that agents who leave for better splits elsewhere typically see production drops that offset the split improvement

This conversation is easier before an agent joins than after they've done three transactions and are upset about the math.

Questions That Require a Broker Call

Never answer the following without calling the broker first:

- "Does the override apply to this specific transaction?" (any ambiguity about community)
- "Can we reduce the override for this deal?" (answer is almost always no, but broker decides)
- "Is this buyer broker-owned or mine if I leave?" (always broker-owned — but let the broker have this conversation)
- "What happens to my pipeline referrals if I transfer to another team?" (broker-owned, broker decides)

Appendix G: TVHT & Developer Transaction Reference Last Updated: October 2026 — Version 4 Terra Vista Home Team: Luci Suarez, Kirsten Elling, Lori Flagg I Sales Manager and Zillow Team Lead: Russell Barber Next review: Annually or upon changes to developer agreement For full policy, see Section V: Compensation Structure

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End of Appendix G

APPENDIX H: HURRICANE & EMERGENCY PREPAREDNESS

Checklists for Agents, Listings, and Files

Florida is hurricane country. Citrus County has been impacted by major storms, and the question is not whether another storm will come — it is whether you and your clients are prepared when it does. This appendix provides practical checklists for managing your business before, during, and after a storm event.

When a Watch or Warning Is Issued

Listing Agent Checklist — Active Listings

When a hurricane watch or warning is issued for Citrus County or surrounding areas:

Immediate (within 24 hours of watch issuance):

- [ ] Contact all sellers with active listings — confirm they are aware of the storm and have a plan
- [ ] Suspend all showings for properties in the projected path — coordinate with your sellers and confirm in writing
- [ ] If property is vacant: confirm lockbox is secured, all doors and windows are locked, and there are no items (signs, staging furniture) that could become projectiles
- [ ] Remove or secure yard signs — a BHHS sign in a 100mph wind is a liability
- [ ] Notify your sellers of anything you observed or any steps you took at their property

For occupied properties:

- [ ] Remind sellers to photograph their property before the storm — inside and out — for insurance documentation purposes
- [ ] Confirm sellers have their insurance policy information accessible

For vacant properties:

- [ ] Consider a pre-storm drive-by to confirm the property is secured (bill reasonable mileage time)
- [ ] Document your visit with photos
- [ ] Notify the broker that you've done this

Buyer Agent Checklist — Active Transactions

During inspection period:

- [ ] If a storm is approaching during the inspection period, consider whether additional inspections (roof, wind mitigation, structural) should be expedited before closing
- [ ] Advise your buyer to obtain a hurricane/wind mitigation quote before closing — storm season is the wrong time to discover you're uninsurable

Approaching closing:

- [ ] Confirm with the title company that closing is still scheduled — title companies often close before major storms
- [ ] If closing is delayed by the storm: execute a written closing date extension immediately — do not let the contract lapse
- [ ] Confirm with the lender that the storm has not triggered additional underwriting requirements (lenders sometimes require re-inspection of storm-damaged properties before funding)

If the property sustains damage before closing:

- [ ] Contact the broker immediately
- [ ] Do not advise your buyer to cancel or proceed without broker guidance — this is a legal and contractual question
- [ ] Document all damage with photos
- [ ] Sellers have an obligation to disclose damage — ensure this is captured in writing before closing proceeds

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File Security Checklist

All transaction files are in BoldTrail Back Office — cloud-based and protected from local hardware loss. However:

- [ ] Confirm all active transaction documents are uploaded to Back Office before you evacuate — not "mostly uploaded"
- [ ] Confirm you have access to Back Office from a mobile device or laptop if the office is inaccessible
- [ ] Note: the brokerage does not maintain paper-only files — if you have paper documents that aren't uploaded, upload them now

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Post-Storm Re-Entry

Before Showing Any Property After a Storm

- [ ] Confirm the property address is in a re-entry zone that is open to the public
- [ ] Do a drive-by exterior inspection before scheduling any buyers at a storm-affected property
- [ ] Photograph any visible exterior damage immediately upon re-entry
- [ ] If you observe damage: notify the seller and the broker before scheduling showings
- [ ] Do not downplay or fail to disclose storm damage to buyers — post-storm damage is a material fact

Listing Agent — Damaged Properties

If your listing sustained damage:

- [ ] Suspend showings immediately
- [ ] Notify your seller in writing of the damage you observed
- [ ] Recommend the seller file an insurance claim promptly
- [ ] Do not relist or continue showing until: (a) repairs are complete, OR (b) the damage is fully disclosed in a written addendum and the listing price reflects the condition
- [ ] Update the SPDR — any storm damage that becomes known after the listing goes active is now a disclosure obligation
- [ ] Call the broker before resuming any market activity on a storm-damaged listing

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Severe Weather (Non-Hurricane)

For severe thunderstorms, tornadoes, or other weather events:

- [ ] Do not conduct showings during active severe weather warnings
- [ ] If you are at a showing when severe weather develops: stay at the property with your client until conditions are safe — do not drive
- [ ] If a showing property has a shelter location (interior room, bathroom), know where it is before the showing
- [ ] Trust your instincts: if conditions look dangerous, cancel and reschedule

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Emergency Contact Reference

Contact	Purpose	Number
BHHS FSP Main Office	Broker and office coordination	(352) 746-0744
Mark Casper (Broker)	Emergency broker contact	(352) 364-1947
Citrus County Emergency Management	Local emergency information	(352) 746-6555
Florida Division of Emergency Management	Statewide	floridadisaster.org
Citrus County Sheriff (non-emergency)	Re-entry, road closures	(352) 726-1121
National Hurricane Center	Storm tracking	nhc.noaa.gov

A Note on Client Communication During Emergencies

Your sellers and buyers are counting on you to be the calm professional in a stressful situation. During storm events:

- Reach out proactively — don't wait for clients to call you wondering where you are
- Be honest about what you know and what you don't know
- Make no promises about timelines you can't control (re-entry dates, closing dates)
- Document every conversation — storm events generate more disputes than almost anything else in real estate

The agents who handle storm events well tend to build clients for life. The ones who go silent lose them.

Appendix H: Hurricane & Emergency Preparedness Last Updated: October 2026 — Version 4 For full safety policy, see Section XVI: Safety & Risk Management Next review: Annually (ideally before June 1 — start of hurricane season)

End of Appendix H

APPENDIX I: COMMON CONTRACT ERRORS CHECKLIST

Pre-Submission Review — Use This Before Every Offer

Print this. Keep it on your desk. Run through it before you submit any offer. The errors on this list are the ones we see repeatedly — they delay closings, create disputes, and occasionally kill deals. Every single one is preventable.

Run This Checklist Before Hitting Send

Property Information

- [ ] Property address is complete and correct — street number, street name, city, state, zip
- [ ] Legal description matches the tax record (if included)
- [ ] MLS number is correct
- [ ] Property type is correctly identified (residential, condo, land, etc.)

Parties

- [ ] Buyer name(s) exactly as they will appear on title — not nicknames, not abbreviations
- [ ] If buyer is an entity (LLC, trust): full legal entity name as it appears in formation documents
- [ ] Seller name(s) exactly as they appear on the current deed — pull the tax record to verify
- [ ] Buyer agent and listing agent information is complete

Purchase Price & Deposits

- [ ] Purchase price matches what your buyer authorized — double-check the number
- [ ] Initial earnest money amount is entered — not left blank (even if zero, write $0.00)
- [ ] Additional deposit amount and timing are entered (if using two-deposit strategy)
- [ ] Earnest money is made payable to the correct title company — not to brokerage, not to seller
- [ ] Deposit timing is realistic — buyer can actually get funds to title within the timeframe written

Dates & Timelines

- [ ] Effective date is correct — this is the date the last party signs, not the date you wrote it
- [ ] Inspection period: 15 days recommended unless there's a specific reason for less — fill in the blank even though there's a default
- [ ] Loan Approval Period: the number of days from offer to closing (a 45-day closing gets 45), so it never runs out before closing — confirm with the lender before writing
- [ ] Closing date: realistic for the loan type — most conventional loans need 30-45 days minimum; FHA/VA often need 45 days
- [ ] **Loan approval deadline is not after the closing date** — this is a common error that creates contract ambiguity
- [ ] All dates are written as specific dates — not "15 days from acceptance" or similar language

Financing (if applicable)

- [ ] Loan type is correct (conventional, FHA, VA, USDA, other)
- [ ] Loan amount is correct
- [ ] Down payment percentage is correct for the loan type
- [ ] Interest rate assumption is reasonable (check with lender)
- [ ] Financing contingency language is complete

AS IS Addendum

- [ ] AS IS Addendum is attached — we use AS IS contracts on virtually all residential transactions
- [ ] Inspection period dates in the AS IS Addendum match the main contract

Compensation

- [ ] Buyer-side compensation is documented in the contract (seller concession, buyer payment, or combination)
- [ ] If seller concession: language reads "toward closing costs and prepaids" — NOT "toward repairs"
- [ ] Concession amount does not exceed buyer's actual closing costs
- [ ] Concession amount is within the limit for the loan type (see Appendix D)
- [ ] Compensation amount is consistent with your signed buyer agreement

HOA (if applicable)

- [ ] HOA Addendum is attached if the property is in an HOA
- [ ] HOA information is complete (name, contact, monthly dues if known)
- [ ] Buyer acknowledgment of HOA documents is addressed

Personal Property & Inclusions

- [ ] All included appliances and items are specifically listed
- [ ] Any exclusions (items seller is taking) are specifically listed
- [ ] No ambiguous descriptions — "the refrigerator in the kitchen" not "the refrigerator"

Disclosures

- [ ] Lead-Based Paint Disclosure is included if property was built before 1978
- [ ] Flood zone disclosure is included if applicable
- [ ] SPDR has been received and reviewed (listing side) or will be received per contract terms (buyer side)

Signature & Execution

- [ ] All signature lines are completed
- [ ] All initials are on pages that require them
- [ ] Date fields are completed on all signature pages
- [ ] No blanks that should be filled are left empty

The Five Most Common Errors We See

These are the ones that show up most often. Pay special attention:

1. Closing date too soon for the loan type Buyers get excited and want to close fast. But most loans need 30-45 days minimum. Writing a 20-day closing on an FHA loan is setting up for a closing date extension — which is an avoidable conversation.

2. Loan approval period that doesn't match the closing Write the Loan Approval Period as the number of days from offer to closing (a 45-day closing gets 45). Left at the 30-day default on a longer closing, it runs out before closing day; written past the closing date, it creates contract ambiguity.

3. "Toward repairs" instead of "toward closing costs" Seller credits labeled as repair credits trigger lender underwriting scrutiny. Write "toward closing costs and prepaids" every time.

4. Wrong seller name People's names on deeds are often not what you expect — maiden names, middle names, trusts, LLCs. Pull the tax record and copy the name exactly as it appears on the current deed.

5. Incomplete AS IS Addendum If the AS IS Addendum dates don't match the main contract inspection period, you have a conflict. Check that both documents agree.

When to Stop and Call the Broker

Before submitting an offer, call the broker if:

- You're writing escalation clause language

- You're modifying or adding contingency language
- The transaction involves a short sale or REO
- The buyer entity name changed recently or is unusual
- There are any unusual payment terms (cash from foreign source, split deposits, etc.)
- You're unsure about anything on this checklist

It is faster to ask before submitting than to correct after.

Appendix I: Common Contract Errors Checklist Last Updated: October 2026 — Version 4 For full policy on contract preparation, see Section VII: Buyer Representation and Section VIII: Transaction Management Next review: Annually or upon changes to standard Florida contract forms

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End of Appendix I

APPENDIX J: NEW AGENT FIRST 90 DAYS CHECKLIST

Your Roadmap from License to First Closing

This appendix is the actionable checklist version of the First 90 Days roadmap in Section XIII. Use it as a self-tracking tool. Check things off as you complete them. If you fall behind, talk to your mentor or the broker — not after 60 days, but the moment you realize you're behind.

Days 1–7: Setup Week

Everything in this week is infrastructure. None of it generates income directly. All of it makes income possible. Don't skip it to start prospecting — you can't prospect effectively without these tools in place.

Licensing & Memberships:

- [ ] Florida real estate license active and in the brokerage's system
- [ ] NAR membership initiated (required — see Section XII)
- [ ] Realtors Association of Citrus County membership initiated
- [ ] MLS access set up and credentials received

Technology Setup:

- [ ] BoldTrail account set up — login working
- [ ] BoldTrail personal website active (your name.your365agent.com)
- [ ] BoldTrail Back Office access confirmed
- [ ] Follow Up Boss account set up (if on the Zillow Preferred team)
- [ ] Microsoft Office 365 access confirmed
- [ ] BHHS REsource Center access confirmed

Office Setup:

- [ ] Business cards ordered (BHHS brand-compliant — see Section IX)
- [ ] Email signature set up with correct contact information
- Use office number (352) 746-0744 for advertising materials
- Cell number only for known contacts — not on public-facing materials
- [ ] Voicemail greeting recorded — professional, includes your name and brokerage
- [ ] Introduced to office staff: Ellen Gipson (Office Manager), Brittany Walker (Front Desk)
- [ ] Citrus Hills social membership card and gate sticker (Terra Vista, Brentwood and Davis Reserve): the Managing Broker calls the membership office to approve you and book your appointment. Don't walk in.

Mentor Program:

- [ ] Mentor assigned — name: _____
- [ ] First mentor meeting scheduled
- [ ] Mentor program agreement signed and in your file

Knowledge Foundation:

- [ ] Policy & Procedures Manual read (yes, the whole thing — or at minimum Sections I–VIII)
- [ ] Independent Contractor Agreement reviewed and signed
- [ ] Commission Addendum reviewed — you know your starting split

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Days 8–30: Build Your System

This month is about building the habits and systems that will drive your business for years. The agents who succeed long-term are the ones who build the right systems early — not the ones who sprint hardest in month one and burn out.

Database & Sphere of Influence:

- [ ] Personal contact database started in BoldTrail — minimum 100 contacts entered
- [ ] Sphere of influence identified: everyone you know who might buy, sell, or refer someone
- [ ] Initial outreach to sphere completed: "I'm now a licensed real estate agent with BHHS Florida Showcase Properties" message sent
- [ ] Past clients (if any from prior career) are in your database with notes

Scripts & Presentations:

- [ ] Buyer consultation presentation prepared and practiced
- [ ] Buyer compensation explanation rehearsed — can explain the post-settlement reality clearly
- [ ] Touring Agreement and EBBA — know when to use each, comfortable presenting both
- [ ] Basic objection responses practiced with mentor

Transaction Process:

- [ ] Walked through a complete buyer transaction in BoldTrail Back Office with mentor or broker
- [ ] Know how to open a buyer file, upload documents, and update status
- [ ] Know where all standard forms are in Form Simplicity and Back Office
- [ ] Shadow your mentor or another agent on at least one showing

Training:

- [ ] Attended first monthly sales meeting (first Monday, 10:30 AM — or watched the recording)
- [ ] Watched your first FSP AI Academy videos (two short videos by email every Thursday by 1:00 PM, also kept in the Class Library) and booked your one-on-one at the Managing Broker's desk on Calendly
- [ ] Started the on-demand training track on the Agent Hub (watch → pass the quiz → next module unlocks)

Days 31–90: Maintain Momentum

By day 31, your systems should be in place and you should be actively building pipeline. This period is about consistency and converting your early activity into closed transactions.

Pipeline Activity:

- [ ] Minimum 5 buyer consultations completed
- [ ] Minimum 1 offer submitted (with mentor review)
- [ ] Active prospecting activity documented in BoldTrail — consistent daily follow-up
- [ ] Monthly sales meeting attendance consistent (live or recording)

Skills Milestones:

- [ ] Completed full buyer transaction with mentor oversight (from touring agreement through closing)
- [ ] Comfortable explaining all four high-risk documents (SPDR, AS IS Contract, HOA Disclosure, Flood Disclosure)
- [ ] Comfortable making the appointment ask in under 30 seconds (Zillow standard, good practice for everyone)
- [ ] Know the seven-step Section 7(a) sinkhole protocol — see Appendix A

Mentor Program Progress:

- [ ] Weekly check-ins with mentor happening consistently
- [ ] Graduation requirements tracked — see Section XIII for milestones
- [ ] Any performance concerns identified and addressed — not left to accumulate

Broker Touchpoints:

- [ ] At least one one-on-one with the broker completed
- [ ] Any compliance questions resolved before they become habits
- [ ] Production targets discussed and documented

Graduation Checkpoints

Mentor program graduation requires meeting these standards (see Section XIII for full details):

- [ ] Completed required number of transactions under supervision
- [ ] Demonstrated independent competency with all standard transaction types
- [ ] No outstanding compliance concerns
- [ ] Broker sign-off on graduation

Red Flags — Talk to Your Mentor or Broker Immediately If:

- You've been licensed for 30 days and haven't had a buyer consultation
- You've been licensed for 60 days and haven't submitted an offer
- You're not sure how to do something and you've been waiting to ask
- A transaction has an issue you've been hoping will resolve itself
- You're considering leaving the mentor program early

None of these are career-ending situations. All of them are easier to fix early than late.

Key Contacts

Person	Role	When to Call
Your mentor	_____	Daily questions, offer review, transaction guidance
Mark Casper	Managing Broker	Compliance questions, unusual situations, anything that feels "off"
Russell Barber	Sales Manager and Zillow Team Lead	Zillow questions, production coaching
Ellen Gipson	Office Manager	Administrative, Back Office, forms, paperwork
Brittany Walker	Front Desk	Office logistics, messages, day-to-day office questions

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Appendix J: New Agent First 90 Days Checklist Last Updated: October 2026 — Version 4 For full training program and roadmap, see Section XIII: Training & Development Next review: Annually

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End of Appendix J

APPENDIX K: MENTOR PROGRAM AGREEMENT TEMPLATE

BHHS Florida Showcase Properties — Mentor / Mentee Agreement

Complete this agreement at the start of every mentor relationship. Both parties sign. Both parties keep a copy. Original goes to the broker.

Parties

Mentee (New Agent): Name: _____ License Number: _____ License Effective Date: _____ Start Date with Brokerage: _____

Mentor: Name: _____ License Number: _____

Agreement Start Date: _____ **Estimated Program Duration:** _____

Purpose

The BHHS Florida Showcase Properties Mentor Program pairs new agents with experienced agents to provide transaction supervision, skills training, and professional development during the new agent's initial period with the brokerage.

This agreement documents the terms of that relationship — including the compensation structure, responsibilities of each party, and the graduation standards that end mentor oversight.

Compensation Structure

Mentored transactions are split and the mentor bonus is paid exactly as described in Section V, Mentor Program.

The broker will confirm the applicable split for each transaction type at program enrollment.

Mentor Responsibilities

By signing this agreement, the mentor commits to:

- [ ] Being available to the mentee for questions during normal business hours — same-day response required
- [ ] Reviewing and approving **every offer** before it is submitted — no exceptions during the program
- [ ] Accompanying the mentee on listing appointments as needed and requested
- [ ] Attending or being available during inspections on mentee's transactions when needed
- [ ] Conducting weekly check-ins — in person or by phone — to review pipeline and address questions
- [ ] Notifying the broker immediately if: a compliance issue arises, the mentee is not meeting program expectations, or the mentor is unable to fulfill their obligations
- [ ] Providing honest, constructive feedback — the goal is the mentee's success, not the mentor's comfort

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Mentee Responsibilities

By signing this agreement, the mentee commits to:

- [ ] Attending all required sessions: monthly sales meeting (live or recording), the FSP AI Academy videos emailed each Thursday, and keeping current on the Agent Hub on-demand training track
- [ ] Completing the First 90 Days milestones per Appendix J timeline
- [ ] Submitting every offer to the mentor for review before submission — no exceptions

- [ ] Communicating honestly about challenges, pipeline status, and any transaction concerns
- [ ] Responding to mentor and broker communications same-day
- [ ] Reading the Policy & Procedures Manual in full within the first 30 days
- [ ] Working toward graduation requirements with consistent effort

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Graduation Requirements

The mentee graduates from the mentor program when the broker determines the following have been met:

- [ ] Minimum transactions completed under supervision: _____
- [ ] All transactions closed without unresolved compliance issues
- [ ] Demonstrated ability to prepare offers independently (with optional review, not mandatory)
- [ ] Demonstrated working knowledge of all standard transaction types
- [ ] Comfortable with all standard disclosure documents — can explain each section to a client
- [ ] Broker sign-off on graduation

Graduation is at the broker's discretion. Meeting the minimum transaction count does not automatically trigger graduation. The broker evaluates readiness holistically.

Program Termination

Either party may request program termination or mentor reassignment by notifying the broker in writing. The broker will evaluate the situation and determine the appropriate path forward.

Reasons that may result in early termination of the mentor relationship (and reassignment to a new mentor or direct broker supervision):

- Mentor is unable to fulfill availability commitments
- Irreconcilable working style conflict
- Mentee has outpaced the mentor's experience level in a specific area

Reasons that will NOT terminate the program:

- Mentee wants to submit offers without review
- Mentee believes they have learned enough
- Minor disagreements on approach or strategy

Signatures

Mentee:

Signature: _____ Date: _____ Printed Name: _____

Mentor:

Signature: _____ Date: _____ Printed Name: _____

Broker (Mark Casper):

Signature: _____ Date: _____

Appendix K: Mentor Program Agreement Template Last Updated: October 2026 — Version 4 For full Mentor Program policy, see Section XIII: Training & Development Original to broker file | Copies to mentor and mentee

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End of Appendix K

APPENDIX L: FLOOR TIME REFERENCE

Schedule, Rules, and Expectations — One-Page Reference

This appendix consolidates floor time policies from Sections XIV and XVII into a single reference. Post this near the floor time sign-up sheet or bookmark it on your phone.

What Floor Time Is

Floor time is scheduled coverage of the main office phone and walk-in traffic. Agents who take floor time are the first point of contact for incoming calls and visitors during their shift. Leads generated during your shift are yours.

Floor time is **voluntary** — you are not required to sign up. But if you sign up, you are committed. Treating it otherwise is not acceptable and is covered in Section XVII.

Main Office Floor Time Schedule

Location: 2450 N. Citrus Hills Blvd., Hernando, FL 34442

Office Hours (also the floor time coverage window):

- Monday – Saturday: 9:00 AM – 5:00 PM
- Sunday: 10:00 AM – 4:00 PM

Day	Time Slot	Hours
Monday – Saturday	Morning Shift	9:00 AM – 1:00 PM
Monday – Saturday	Afternoon Shift	1:00 PM – 5:00 PM
Sunday	Single Shift	10:00 AM – 4:00 PM

Sunday is a single-shift day. The schedule sign-up sheet reflects this — there is no morning/afternoon split on Sundays.

Terra Vista Home Team Floor Time

TVHT floor time is separate from the main office schedule and carries additional obligations. TVHT members coordinate through Luci Suarez.

TVHT In-Office Requirement:

- 7 days a week, including Sunday
- Required to be physically in the office: **10:00 AM – 4:00 PM**

TVHT On-Call / Dispatch Window:

- **9:00 AM – 5:00 PM, Monday through Sunday — no exceptions**
- TVHT members may work from home between 9:00–10:00 AM and 4:00–5:00 PM, but they must be immediately available to be dispatched if a new homes agent needs them during that window
- The new homes operation runs 9:00 AM – 5:00 PM seven days a week — TVHT coverage mirrors that schedule

In plain terms: If you're on TVHT, your day starts at 9 and ends at 5, every day of the week. You're in the building from 10 to 4. Before 10 and after 4, you're home — but your phone is on and you go when you're called.

How Lead Assignment Works During Floor Time

When you are on floor time and a lead comes in:

- **Walk-in:** The lead is yours
- **Phone call — caller is asking about a specific property:** If the listing agent is available, transfer. If not, you take the lead
- **Phone call — general inquiry or relocation:** The lead is yours
- **Zillow Preferred leads:** These are assigned through the Zillow system, not through floor time — floor time does not affect Zillow lead assignment

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Your Commitments When You Sign Up

Before your shift:

- [ ] Confirm you can cover the full shift before signing up
- [ ] If something comes up and you cannot cover: find your own replacement — do not call the office and expect someone to scramble for you
- [ ] Notify the office manager (Ellen Gipson) of any coverage change as soon as you know about it — not 30 minutes before the shift starts
- [ ] Post every swap in the thread under the pinned floor schedule at the top of #all-office in the office Slack; both agents post a line confirming it. Terra Vista Home Team swaps go in the thread in #terra-vista-team (see Section III, Office Slack — the Office Runs Here)

During your shift:

- [ ] Be physically present in the office for the entire shift
- [ ] Answer the phone promptly — this is the entire point
- [ ] Follow all call handling procedures (see Section III for phone protocols)
- [ ] Do not leave the office unattended for any reason during your shift

If you must leave mid-shift:

- [ ] You are responsible for finding a licensed replacement before you leave
- [ ] Notify the office manager before leaving — not after
- [ ] Leaving without coverage is a policy violation — see Section XVII for consequences

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What Floor Time Does and Doesn't Cover

Floor Time Covers	Floor Time Does Not Cover
Walk-in client leads	Zillow Preferred leads (separate assignment system)
General incoming phone leads	Calls specifically asking for another agent
Relocation inquiries	CHIP referral leads (assigned separately)
Sign calls on brokerage listings (general)	Sign calls where caller specifically names the listing agent

When in doubt about whether a lead is yours: take the caller's information, say you'll confirm and call back within 15 minutes, and ask the broker or office manager before committing.

Compensation for Covering Another Agent's Floor Time

If you cover someone else's floor time at their request:

- Any compensation arrangement is between you and that agent
- All payments must go through the broker — no direct agent-to-agent cash payments
- The arrangement must be agreed upon in advance — not after the fact
- If no arrangement exists and you cover anyway: there is no guaranteed compensation (see Section XVII)

Refer to Section XVII for the full policy on absence coverage and floor time compensation arrangements.

Questions

Floor time schedule: Ellen Gipson — (352) 501-8785 or in office **Lead assignment questions:** Mark Casper — (352) 364-1947 **TVHT floor time:** Luci Suarez

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Appendix L: Floor Time Reference Last Updated: October 2026 — Version 4 For full policy, see Section XIV: Performance Expectations and Section XVII: Administrative Policies Next review: Annually

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End of Appendix L

APPENDIX M: LISTING PHOTOGRAPHY PROGRAM — AGENT ACKNOWLEDGMENT

The **Listing Photography Program** is documented in Section VI: Photography & Marketing Standards.

Every associate signs the **Listing Photography Program — Agent Acknowledgment** form. It is countersigned by the Managing Broker and kept in the agent's file, and it is the governing document for the program's money terms: the $225.00 Studio 3 advance, failed-listing repayment, the one-per-rolling-six-months grace, outside-photographer treatment (agent pays; reimbursed up to $225.00 on closing only), extras (agent's own, broker pre-approval required for any reimbursement), repayment by check (never netted against compensation), and full repayment of advances on listings taken when leaving the brokerage.

The brokerage advances the $225.00 package through December 31, 2026. Beginning January 1, 2027 the program changes to agent-pays (you pay the photographer; the brokerage reimburses up to $225.00 at closing). Every agent will sign a new acknowledgment before then.

Signing the acknowledgment is part of onboarding. If you have not signed one, see the office.

Appendix M: Listing Photography Program — Agent Acknowledgment Last Updated: October 2026 — Version 4 For the full program terms, see Section VI: Photography & Marketing Standards

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End of Appendix M

APPENDIX N: LISTING AGREEMENT TERMINATION REFERENCE

Conditional vs. Unconditional Release

See also: Section VI — Withdrawal & Cancellation.

Source: Florida Realtors MLA-6 (Modification to Listing Agreement), Rev 8/24 **Filed:** May 4, 2026 **Purpose:** Reference language and strategic guidance for choosing between conditional and unconditional termination of a listing agreement.

Conditional Termination — Exact Language (MLA-6)

> *"The parties agree to conditionally terminate the Agreement. Consumer will pay the agreed upon cancellation fee and the conditional termination date will be _____."*

What it does:

- Ends the active listing as of a specific date
- Triggers payment of the agreed-upon cancellation fee
- Preserves any post-termination protection period in the original Listing Agreement (i.e., the brokerage can still pursue compensation if the seller closes with a buyer the brokerage introduced during the listing)
- Both sides remain technically subject to the original Agreement's terms — nothing is released

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Unconditional Termination — Exact Language (MLA-6)

> *"Broker and Owner/Seller hereby agree to unconditionally terminate the Agreement. Owner/Seller agrees to reimburse Broker for all direct expenses incurred in marketing the Property. Broker and Owner/Seller mutually release each other from all obligations under the Agreement and release each other from any and all claims and actions arising from or related to the Agreement."*

What it does:

- Ends the listing immediately and completely
- Requires Owner/Seller to reimburse direct marketing expenses (or these can be waived in writing on the "Other" line)
- **Mutual release — two-way.** Both the brokerage and the seller waive any claims against each other
- Releases all obligations under the Agreement
- Releases "any and all claims and actions arising from or related to the Agreement"

What the Unconditional Release Actually Covers

- Mutual, two-way release between the brokerage and that specific seller
- Civil claims relating to that specific listing agreement and its performance
- Any post-termination compensation claim the brokerage would otherwise have under the protection period
- Future claims by the seller alleging the brokerage breached the listing

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What It Does NOT Cover (Important)

- **FREC regulatory complaints.** A private mutual release cannot prevent a seller from filing a complaint with the Florida Real Estate Commission. Regulatory accountability is not waivable between parties.

- **Third-party claims.** Buyers, neighbors, vendors, or contractors who were not parties to the listing agreement still have any independent claims they may have.
- **Conduct outside the Agreement.** Acts unrelated to the listing (e.g., later defamation, fraud unconnected to the listing) are not released.
- **Federal statutory claims** that may be non-waivable in some circumstances (e.g., certain fair housing claims).
- **E&O coverage triggers.** The release does not by itself create or destroy E&O coverage — Hanover policy terms govern that.

For any specific situation involving real or threatened claims, run it past E&O counsel before relying on this clause.

Strategic Decision Frame (May 2026)

Historical default was conditional termination — the broker almost never used unconditional, even when the agent was slightly in the wrong, because conditional preserves the brokerage's downstream rights.

The case for unconditional termination as a tool: In a broken, messy seller relationship where the agent or the deal is going sideways, the goal isn't to preserve a thin cancellation-fee or protection-period claim — the goal is to close the book and never deal with these people again. The mutual release in the unconditional clause is the cleanest exit available short of a separately drafted settlement agreement, and it's already in a state-board form. That's the value.

Decision frame:

- **Use conditional** when the relationship is intact, you want to preserve the cancellation fee, and there's a real chance the seller may still close with a buyer introduced during the listing.
- **Use unconditional** when the relationship is broken, the goal is finality, and the cost of giving up the protection period is worth the peace of mind and the mutual liability shield.

Practical step: When using unconditional, either (a) document the direct marketing expenses being reimbursed or (b) expressly waive them on the "Other" line so it's clear no money is owed in either direction.

Reminder: Unconditional termination requires broker approval before you discuss it with the seller. See Section VI — Withdrawal & Cancellation.

Form Location

Back Office → **MLA-6 — Modification to Listing Agreement**

The same form handles termination AND any other amendment to the Exclusive Right of Sale, Exclusive Brokerage Listing, or Exclusive Right to Lease Listing Agreement.

Appendix N: Listing Agreement Termination Reference Last Updated: October 2026 — Version 4 Source: Florida Realtors MLA-6 (Rev 8/24); Reference Doc filed May 4, 2026 For policy context, see Section VI: Listing Policies — Withdrawal & Cancellation Next review: Annually or upon MLA-6 form revision

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End of Appendix N

End of BHHS Florida Showcase Properties Policy & Procedures Manual — Version 4 — effective October 19, 2026