Policies and Procedures Manual

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SECTION 1: INTRODUCTION & CORE POLICIES

1.1 Welcome to Blair Realty Group

On behalf of the leadership team and staff of Blair Realty Group (aka BRG), we would like to welcome you to our family. BRG is a team of real estate professionals dedicated to the highest level of education and customer service. We stress the need for a harmonious atmosphere and believe the blend of knowledgeable associates sharing and working together is paramount to successful, high-producing agents. This blend of people guarantees maintaining a peaceful atmosphere that is conducive to operating at a high level in a professional real estate office. We will only accept associates that fit these parameters. Congratulations on being one of them!

We are happy you are here and wish you many years of prosperity and growth with our company. If there is anything our leadership team can do to assist you, please do not hesitate to ask us, as we are to serve YOU!

Thank you!
Lynn and Cody Blair
Broker/Owners

- **Office Contact Info**

BlairRG.com
Office Address: 28070 HWY 290 Suite 230 Cypress, TX 77433
Office Number: 281-698-0240
Broker Email: Lynn@BlairRG.com

BRG Tax EIN: 88-2479114
BRG TREC #: 9012288
BRG MLS ID: BLGP01
Lynn TREC #: 652455

TREC Resources: https://www.trec.texas.gov

1.2 Mission Statement, Vision, Beliefs & Values

Mission Statement

Blair Realty Group exists to develop, train, and nurture agents to become the best real estate agents in the industry by providing the atmosphere for them to be successful at the highest level. We retain a high level of real estate professionals who are dedicated to achieving the highest level of satisfaction for their clients and customers. BRG is a people-oriented company, and we consider everyone within the organization to be a part of the BRG family.

Vision

Blair Realty Group will fulfill our mission by actively engaging in our agents' real estate activities. We will serve as mentors and coaches, providing guidance and expertise whenever needed. Our door will always be open to our agents, and we will lead by example.

Beliefs

1. Real estate is about relationships and customer service but is a task-oriented business.
2. Making sure to give the customer a great experience.
3. Focus is the key to being successful.
4. Follow-up is the result of focusing.
5. Fun. Have fun with your career. It's fun helping people!
6. The market will NOT determine your success.
7. Always think positive. There is no room in this career for the "Negative Nellie." Positive results can't come from a negative attitude.
8. Make things a win/win or it's no deal.
9. You reap what you sow. If you want to eat, you must catch your own fish.
10. Work hard and good things will follow. Real estate is not hard work, but you must work hard.
11. Hard work beats talent when talent doesn't work hard.
12. Don't get upset about the results you didn't get from the work you didn't do.

Values

Family THEN Career. BRG values integrity, honesty, courtesy, and dedication.

1.3 Client-Centered Philosophy

TO OUR CLIENTS:

You are the most important people in our business!

- You are not dependent on us; we are dependent on YOU.
- You are not an interruption of our work; you are THE purpose for it.
- You do us a favor when you use us; we are not doing you a favor by serving you!
- You come to us with your needs; it is our job to fulfill them.
- You pay our salaries; without you we would have to close our doors.
- You deserve the most courteous attention we can provide.

Thank YOU!

SECTION 2: COMMUNICATION & OFFICE OPERATIONS

2.1 Communication Channels & the BRG Portal

Overview

BRG uses multiple channels of communication for various activities. It is important for each agent to set up, maintain access, and be familiar with using the channels listed below to stay informed and avoid missing important communications.

Engagement Reminder: The more you can interact, the more it helps all of us. Share, like, connect, engage, comment, review. Devote a minimum of 15-20 minutes per day—it will make a big difference.

➢ Support Contact

Jayne Wittchen is your point of contact if you are having trouble signing in or signing up to any of these channels. Portal Access Email: Stephanie@BlairRG.com and for everything else, Email: Jayne@BlairRG.com

➢ BRG Portal Access

To stay up to date or find important info, please visit the BRG Portal:

1. Open BlairRG.com on your web browser
2. Click "Login" on the right upper-hand corner

3. Sign in using your BRG email and password, click “forgot password” if it’s the first time logging in (or if you forgot password)

➢ Communication Platforms

1. WhatsApp

Use this for things needed quickly, such as showings, real-time recommendations, advice, or anything in the more immediate category. If you do not like constant notifications, please silence notifications for the group chat. Please leave notifications ON for the BRG Announcement Thread. This is the easiest way for the broker to reach agents as a whole group. Keep in mind this is the whole office, anyone can respond. Some questions are best served for your Mentor or Coach.
Link:https://chat.whatsapp.com/LCivqPVenPeKIC7wWUNhSq?fbclid=IwAR3FF4gLE6P%20W569MCkOaXomymAVk3Qsa0qqszWEWr1EuFlSxykSWgxsyHvA

2. BRG Agents' Only Facebook Group

For events, funny memes, articles, suggestions, etc.
Link: https://www.facebook.com/groups/1752502021798278/

3. Live at 5

Lynn is live for BRG Agents through Google Meet every Wednesday at 5 PM unless otherwise notified. Please check WhatsApp announcements before 5 PM on Wednesday for any changes. This is a time to ask questions and have open discussions with your broker and other agents.

4. Google Calendar

Meetings, invites, and classes are listed here. The BRG calendar is tied to your BRG account. Please RSVP for events. This allows us to get a head count for materials and food. You can RSVP via the email link Jayne sends out or on the calendar itself. You may change your RSVP at any time.

5. BRG Portal (BlairRG.com)

Important docs and media are stored in the Portal. Here you will find:

- BRG logo files
- Sample email templates
- All Biweekly Meeting Videos

- BRG W9 forms
- Video Tutorials
- Additional resources

Note: The portal may direct you to the BRG Google Drive. You must be signed into your BRG email account to access the drive.

6. BRG Social Media Links

Visit BRG's Linktree for all BRG public social media links and BlairRG.com, Link:

https://linktr.ee/blairrealtygroup

Our company website is for you to share! We highlight TOP Producers of the previous Quarter to enhance their visibility amongst BRG Agents and promote healthy competition. You also have a link that directly goes to your bio page that you can easily modify to make it a nice landing page for your clients.

7. Your BRG Email

Please check your BRG email often. This will be a huge channel of communication, and all agents need to get used to checking emails daily as part of their routine.

8. "Me at 3" – Broker Access

Lynn has blocked off every Monday from 3:00 PM to 4:00 PM to give face-to-face undivided attention to anyone that needs it at the office (unless otherwise notified). During this time, you can work with Lynn on the Matrix, role play, go over contracts, etc. Lynn tries ALWAYS to be available during waking hours (text is your best bet for fastest response time), but this is a guaranteed time to come in and learn from your broker.

2.2 Office Hours, Access & Keys

➢ Office Hours

Office hours are 9:00 AM to 4:30 PM Monday through Friday. Saturday and Sunday BRG is closed.

After-Hours Access: Agents MAY utilize the office during non-business hours. Your key card will work 7 days a week from 6:30 AM to 10:30 PM. ALWAYS REMEMBER TO LOCK UP if you open the back or side doors! The main door will automatically lock itself when you exit. Please check the door is locked before departing.

Scheduled Closures:

We will be closed on the following recognized holidays:

- New Year's Day
- Labor Day
- Independence Day
- Thanksgiving Day
- Christmas Eve and Christmas Day

Other days may be added depending on how the holidays fall within the week and will be decided on a year-by-year basis.

➢ E-Key & Security

Each agent will be issued an e-key for the office. You can get your key from Jayne Wittchen. Please make arrangements AFTER onboarding to get your key activated. This should be done during business hours (Monday-Friday, 9:00 AM–4:30 PM). Making an appointment is best practice to make sure Jayne is available or has your key ready to go.

- ➢ Key Security Rules:
    - Never give out or share keys, private passwords, or lockbox codes with those who do not have permission to access them.
    - Individuals are responsible for the security of the key given.
    - At no time should keys be given or used by any individual not associated with this office.
    - Notify Jayne@BlairRG.com immediately if your key is lost or stolen, or if unauthorized use is suspected so we can deactivate it. Lost/misplaced keys will cost an agent $10 to replace.
    - If you are the last to leave in the evening, please check to be sure all doors are locked.
    - When in the office after hours, please keep all doors locked for your safety.

2.3 Office Appearance & Professional Standards

➢ Dress Code & Professional Atmosphere

Please assist us in maintaining a professional atmosphere while in the office. We request that while in the office you dress in a manner conducive to meeting the public and presenting a professional image. Blair Wear is a great office choice. While agents require flexibility, desks and offices should be kept in an orderly manner. Remember these are FLEX desks and can be used by all agents. If you don't want your items messed with or lost, make sure you take your personal items home.

➢ Personal Equipment

Personal equipment or supplies are your responsibility. Although the office maintains computer protection for the server, individual computer protection is the responsibility of the computer owner. The maintenance and upkeep of your own equipment is your responsibility.

2.4 Kitchen, Restrooms & Office Cleanliness

The kitchen and restrooms are provided for the general use of all agents and office associates, clients, and customers. Please assist us in keeping these areas neat and clean as they are seen by our guests.

Restroom Etiquette: Please put down the toilet seat and clean the toilet if you leave anything "behind"! Please do not throw anything other than toilet paper into the toilets.

Refrigerator Use:

The refrigerator is for general use and is cleaned periodically. Use what you refrigerate and remove unused food and dishes in a timely manner. Drinks are for all unless labeled. Snacks and sweets are also provided for you at the office. If you do bring personal food, please label it.

General Cleanliness Reminder:

REMEMBER:

- If you get it out... put it up!
- If you mess it up... clean it up!
- If you spill or drop something, please take the time to clean it up.

Cleaning supplies are located under the kitchen sink and in the secondary storage (located in the secondary restroom). Please be conscientious at all times of how our office looks to our guests, clients, and customers. We want to make our office sparkle!!

2.5 Children in the Office

This is a professional office. Children at the office should be at a minimum, especially during business hours. Please make sure children are supervised when in the office.

Critical Rule: NEVER EVER LEAVE CHILDREN IN THE OFFICE UNATTENDED! We love your family, but this is a place for all to work without having to worry about being distracted.

Online Learning Alternative: Many of our classes are offered online as an alternative option to stay plugged in when childcare is unavailable.

Liability: If a child causes any damage to the office, the agent will be held liable.

2.6 Smoking Policy

We are a "NON-SMOKING" office. Smoking is permitted on the grounds but is discouraged around the front entrances. Smokers are asked to dispose of smoking materials in proper containers around the premises. DO NOT place cigarette butts in office trash cans.

2.7 Mail, Equipment & Supplies

➢ Mail

Please check the workroom table for any mail. We put any personal mail delivered to BRG, flyers, and goodies on the table. Outgoing mail can be dropped at a post office mailbox. There is one located outside of Texas Children's Urgent Care just below the office.

➢ Shared Office Equipment

We consider our office to be a well-equipped office, and you are most welcome to use shared office supplies at any time. We ask that you not remove office equipment, chairs, furnishings, and office materials from any work area. Please do NOT use personal agent, recruiter, or staff equipment and supplies. If you are unsure if something is personal equipment, just ask. We have provided two desktop computers at the office. This is for your real estate business only, not personal use. The code is 4300.

➢ **Office Supplies**

Each agent is responsible for personal supplies. The office maintains a reasonable amount of business supplies to conduct everyday business. Do not remove supplies from common work areas such as staplers, scissors, copy paper, etc. Agents are to purchase the items necessary to supply their individual home offices.

2.8 Printing & Lockboxes/Signs Checkout

➢ **Printing Policy**

We want to continue to offer FREE printing at BRG. Please be considerate of how many pages you are printing and if you are 100% sure you are ready to print. We have seen piles of paper in the trash because people have not made sure everything was correct before they printed.

➢ Technical Requirements:

- The Sharp Printer driver must be installed on your computer.
- If you need assistance, please make an appointment with Katie@BlairRG.com
- Printer issues cannot be diagnosed over the phone or over the weekend. Please handle your printing needs during the week if you require assistance.
  - The office desktops are connected to the printer. Please print from there if you are having trouble printing from your personal device after hours.
- Important: Disconnect the BRG Printer when you are trying to print from your home computer. Many times we get personal items printed from the BRG Printer when agents think they are printing from their home computer.
- Please only print documents needed to conduct your real estate business.

➢ **Lockboxes & Signs Checkout**

Lockboxes, Supras, generic for sale/lease signs, open house flags, and open house directionals (please do not take more than 7 directionals at a time) are available for checkout for all agents and are located in the storage room.

➢ Checkout & Return Policy:

- Sign-Out/In Required: Lockboxes and/or Signs must be checked out through the QR Code that's in the storage closet or at the front desk. DO NOT take any of these office supplied items without checking them out.

- Return Timeline: Agents must return all items within 48 hours of hosting an Open House (OH signs) or closing of property (lockboxes and listing signage). Please sign them back in with Katie.
- Cleaning: Make sure to wipe lockboxes and signs off if they are dirty.

  ** Importance: These items are EXPENSIVE **

- Personal Equipment Recommendation: It's recommended that you purchase your own lockboxes and custom signs at your expense. Make sure they are TREC compliant.
- Pickup Arrangements: To make arrangements to pick up any of these items, you MUST do so during business hours and/or by 3:00 PM on Friday. Please make arrangements for pickup with Katie@BlairRG.com

2.9 Vacation & Emergency Coverage

Before you leave on that much-needed vacation, let the office know:

1. Designate Coverage: Tell the office who will be handling your business.
2. Leave Emergency Number(s): Where you can be reached if necessary.
3. Provide Complete Files: Ensure the agent handling your business has current and complete files of all your listings, buyers, and pending/ongoing files.
4. Skyslope Access: If requested, that agent may be added to your Skyslope Team.
5. In-House Partner: It is highly encouraged to have a licensed, in-house working partner that will be available to tend to your real estate business while you are out.

SECTION 3: PROGRAMS, TRAINING & LEADERSHIP SUPPORT

3.1 BRG Mentor Program

3.1.1 Program Overview & Eligibility

Requirement: Every new BRG agent without qualifying prior experience, as determined by the broker, is required to enroll in the BRG Mentor Program. Participation is a condition of independent practice at BRG and is part of the brokerage's supervision and competency obligations.

3.1.2 Cost Structure & Commission Splits

Mentee Cost Structure:

For Mentees, the Mentor Program cost is applied through their early sales transactions. For each of the Mentee's first three (3) BRG sales (not leases), the transaction will be on a split with:

- 20% to the Mentor Program
- % to BRG (See Compensation Addendum)
- Remaining portion for Mentee (agent)

Any additional terms are set out in the signed Mentor Contract.

Mentor Assignment:

Mentors are assigned to mentees upon completion of the 12 mentor training sessions or on a case-by-case basis. Until assigned an official mentor, Ashley and Kaci are your mentors in the interim.

3.1.3 Mentor Training Schedule

Calendar invites will come weekly from Education@BlairRG.com.

Please be sure to pay full attention to the invites if you are in the program. Accept invites if you plan on attending. Lack of attendance will result in cancellation of the class.

3.1.4 Inactivity Consequences & Re-Engagement

➢ **Definition of Inactivity**

An individual will be considered inactive if they have not participated in any training sessions for a period of two (2) months and have not completed the program requirements.

➢ **Consequences of Inactivity**

- **After 2 Months of Inactivity:**
  Mentee will no longer have an assigned mentor until training resumes (if given a mentor before completing the mentor program).
- **After 6 Months of Inactivity:**
  A fee of twenty percent (20%), calculated based on three percent (3%) of

the sales price, will be applied to the first four (4) transactions following the period of inactivity. The participant may have their license released from the brokerage at the Broker's discretion.

- **After 9 Months of Inactivity:**
  The participant will be required to retake the entire series of 12 training sessions and will incur the same fee of twenty percent (20%), calculated based on three percent (3%) of the sales price from the first five (5) transactions following their return. The participant may have their license released from the brokerage at the Broker's discretion.
- **After 12 Months of Inactivity:**
  Any of the above still apply and the participant may have their license released from the brokerage at Broker's discretion.

3.1.5 Returning Agents & the "Up to Five" Rule

➢ 6-Month or More Return (Re-Engagement Phase)

If a Mentee has been inactive or away from BRG for six (6) months or more, they will enter a structured Re-Engagement Phase designed to refresh skills, update knowledge, and protect clients and the brokerage.

Re-Engagement Requirements:

1. This is case by case
   a. The returning agent may be required to retake the full series of 12 Mentor training sessions, with an emphasis on any legal, contract, or market changes that occurred during their time away.
   b. Or, upon approval, agent may only be required to take the contracts related trainings in the Mentor Program (#2,4,5,7,8,9)
2. They will restart mentor-supervised production
3. Their first three (3) BRG sales after re-joining will be treated as mentor transactions under the current Mentor split structure (20% of 3%)
4. A Mentor Re-Engagement Fee of twenty percent (20%), calculated based on three percent (3%) of the sales price, will be charged on applicable transactions (in addition to the standard office split)
5. This fee is only applied until the agent has a total of five (5) closed residential sales in the past 2 years (24 months) and will never be charged on more than the number of transactions needed to reach that

five-transaction threshold which would have qualified them to bypass the Mentor Program

Example: If an agent has completed three (3) residential sales before re-joining BRG, the Mentor Re-Engagement Fee would apply to only the first two (2) BRG sales after their return, bringing the agent to a total of five (5) career sales.

➢ Under 6-Month Return

If an agent returns to BRG in less than six (6) months, the Mentor Program will treat their status as a continuation. Previously completed Mentor sessions and mentor transactions will still count. The agent will complete any remaining sessions and mentor transactions, and may be required to complete a brief Re-Engagement review to confirm they are up to date on material changes.

*See Mentor Program Contract for specific details.

3.2 CINC Lead Program

➢ Eligibility Requirements

The following are required for agents to receive paid leads:

1. HAR/MLS/Supra Access
2. Mentor Program Complete (if applicable)
3. Completed Basics of the CINC System Training
4. A one-on-one onboarding session (scheduled after steps 1–3 are completed)

Contact: Please reach out to Kaci@BlairRG.com to learn more about qualifications to join the CINC Lead program.

➢ Lead Cost & Commission Structure

Lead Cost: These leads come at NO upfront cost to you.

Commission Splits:

- Standard BRG split (see Compensation Addendum for split): BRG receives ADDITIONAL 20% (brokerage-paid leads). Agent/Brokerage Split + 20%.
- Within Mentor Transactions: 50/50 split

Lead Ownership Upon Termination:

- If an agent leaves the brokerage with a CINC lead not under contract, the CINC lead stays with the brokerage and will be reassigned to a new agent in the BRG CINC Lead Program.
- If the agent is under contract with a CINC lead and leaves the brokerage, the agent will be charged a 50/50 split. If the agent is within their Mentor Program Sales (first 3-5 sales) then the split to the departing agent is 30/70.

3.3 Coaching & Masterminds

➢ Clint's Collab

Clint's Collab is held Monday at 12:30 PM (lunch sponsor comes) and coaching begins at 1:00 PM. This is for all agents in our office to learn valuable strategies and tools to bring into your real estate business. Attendance can be either in-person or online. Use the calendar Google Meet link to join online.

➢ Small Group Coaching

Agents that bypassed or graduated the Mentor Program will be invited to small group coaching, typically held on a biweekly basis. Agents should only attend two (2) small group coaching sessions held per month.

➢ Top Producer Masterminds

Top Producer Masterminds are held once per month. Agents producing $2.5 million or more are invited to attend and collaborate with other top producers and members of the leadership team.

3.4 Access to Mentors, Coaches & Broker

If you have questions, ask. If you have concerns, reach out. If you have ideas, bring them. We are here to support you every step of the way. We will give you every tool you need; you just have to use them.

Best Practice: It is always best practice to make an appointment to make sure time is set aside for 1:1 meetings. The day is filled with many agents and activities, we want to make sure time is set aside for undivided attention.

Commitment: There should be NO EXCUSES at BRG!

3.5 Agent Recruitment Bonus Program

If you bring an outside agent to BRG please contact or have them contact Stephanie Fantasia at Recruiting@BlairRG.com.

This is a process, and we need to get them in Stephanie's hands to set up the interview. Please do not try to interview them yourself as some key details could be missed or you may not know the answers to some of their questions.

Your Role: You are welcome to attend the interview as well and it is much encouraged but not mandatory.

Bonus Payment: If the agent interviews & signs up, BRG will send you a bonus in the amount of $500 once the agent closes and funds on their first sales (not lease) transaction.

Referral Tagging: Additionally, that recruit will forever be "tagged" under you (if both of you stay at BRG), so if we transition to a %-based referral program, they'll be linked to you.

Direct Application: Candidates can also sign up for an interview here:
https://blairrg.com/join.php
** Just make sure they mention you have referred them or credit cannot be given **

3.6 BRG Swag

Please be considerate when taking Blair Wear from the storage room. We always try to have enough on hand for new agents, but often it is gone the day we put out new things.

Allowance: Agents can get 1 BRG shirt (while supplies last). Additional BRG shirts and other Swag can be purchased at a cost to the agent either through our preferred vendor or agent can have shirts made independently. Preferred vendor order is through a Google Form Link.

SECTION 4: EVENTS & OFFICE GATHERINGS

4.1 Event Policy & Hosting Requirements

Blair Realty Group encourages associates to host events and use the BRG office as a venue when appropriate. These events are meant to promote the community, your business, etc. Under NO circumstances are for-profit events allowed. BRG Leadership reserves the right to deny any event for any reason.

➢ Hosting Agent Responsibilities

Funding: For all events, the hosting agent is responsible for funding all event-related costs, including but not limited to:

- Marketing
- Food/snacks/drinks
- Supplies
- Promotional materials
- Décor
- Any third-party services

Physical Responsibility: The hosting agent is responsible for all activity that occurs during the event, including:

- Opening and securing the office
- Supervising guests
  - Keeping guests out of private offices
- Returning the office to its original condition
- Taking trash to the dumpster (not left in interior bins)
- Replacing any office-supplied food or drink used for the event at the hosting agent's expense
- Concluding events and being restored by 10:30pm

Cleanup Failure: If the office is not restored to its prior condition, the hosting agent will be charged a $300 cleanup fee, plus the actual cost of any repairs or damages. A waiver may be required to be signed before booking an event.

➢ Physical Presence Requirement

Mandatory On-Site Presence: A BRG agent must be physically present on site for the full duration of any event they are hosting or sponsoring at the BRG office. Events may not be "handed off" to non-licensees, vendors, family members, or outside organizations without continuous in-person supervision by the hosting BRG agent.

Exception with Waiver: Any exception to this requirement must be approved in advance, in writing, by BRG leadership, and the agent (or organization) must sign a waiver acknowledging that they assume full responsibility for any injuries, incidents, property damage, or claims arising from the event.

4.2 Alcohol Policy at BRG Events

Alcohol is permitted at BRG events only with prior permission from leadership and is always subject to broker discretion.

Notice Requirement: Lynn, Clint, and Jayne must be informed in advance if an event will include alcohol. Leadership reserves the right to prohibit or restrict alcohol at any event.

Two-Drink Limit: Because alcohol increases liability and insurance exposure, there is a strict two-drink limit per person for events held on BRG premises.

Hosting Agent Responsibility: The hosting agent is responsible for:

- Monitoring alcohol service
- Ensuring the policy is followed
- Stopping service or asking an attendee to leave if necessary

Intoxication Protocol: If any attendee appears clearly intoxicated, the hosting agent must NOT encourage or permit that person to drive. Instead, the agent should arrange for an Uber, taxi, or sober driver.

Professional Conduct: Conduct at every event reflects directly on the hosting agent and on Blair Realty Group as a whole.

4.3 Third-Party Use of the Office

Outside organizations, vendors, or community groups may not use the BRG office for meetings or events unless a BRG associate has agreed to act as the hosting agent, is present for the full duration of the event, and has obtained any required advance approvals and waivers from leadership.

SECTION 5: TEAM FORMATION & STRUCTURE

5.1 Forming Internal BRG Teams

Internal teams may be created only with prior written permission and approval from both Clint Nabors and Ashley Gebora or Broker.

TREC Delegation: Any license holder who will lead, supervise, direct, or manage a team will be treated as a delegated supervisor under TREC Rule 535.2 and must meet any supervisory requirements established by TREC and/or Broker.

5.2 Team Agreements & Exit Plans

BEFORE a team is formed, the prospective team members must execute a written team agreement that outlines at least the following:

➢ Required Team Agreement Elements

1. Team Name
    - Must comply with TREC team-name rules
    - Must end with "Team" or "Group"
    - Must be registered with TREC by the broker before use in advertising
2. Team Leader
    - Identification of team leader (if there is one)
    - Acknowledgement that the team leader is not a separate broker
    - Statement that team leader may not imply operation independent of BRG
3. Commission Splits
    - Proposed commission splits
    - How listing and buyer sides will be handled
    - How leases, referrals, and bonuses will be handled
4. Roles & Responsibilities
    - Each member's tasks, duties, responsibilities
    - Performance expectations
5. Exit Plan
    - Clear plan describing how the following will be handled if any team member leaves the team or the team is dissolved:
        - Listings
        - Buyers
        - Leads
        - CRM data
        - Signs
        - Marketing
        - Pending files
    - Must not conflict with Blair Realty Group policy

➢ Submission & Approval Process

- The agreement must be signed by all team members
- Submit to Clint and Ashley for review

- The team may NOT begin marketing or operating as a team until agreement is approved in writing
- A minimum of seven (7) business days must be allowed for the review and approval process before formation of team

➢ Important Limitations

Creating or joining a team does NOT eliminate or reduce any individual agent's responsibility or liability to BRG, to TREC, or to any applicable mentor or training program.

BRG Fees Still Apply:

- All BRG fees (including the $100 monthly office fee and any mentor program fees) remain in effect for each agent, regardless of team participation

Policy Hierarchy:

- BRG Policies and Procedures, the Mentor Agreement, and all applicable laws and TREC Rules supersede any team agreement
- Any conflicting team-level provision is void

5.3 Adding Team Members from Outside BRG

If a team wishes to add a member who is not currently sponsored by BRG, the prospective team member must:

1. Interview with a BRG Recruiter
2. Be approved for sponsorship
3. Then be added to the team

Contact: Recruiting@BlairRG.com to set up an interview. (*See Section 3.5 for details on recruiting)*

5.4 Team Leader Supervisory Requirements

Any license holder who will lead, supervise, direct, or manage a team will be treated as a delegated supervisor under TREC Rule 535.2 and must meet all supervisory requirements established by TREC and/or the Broker.

SECTION 6: PROFESSIONAL CONDUCT & SAFETY

6.1 The Golden Rule

Do unto others as you would have done to yourself. What goes around comes around.

Client Communication: Ask clients/customers if they are working with another agent or with another BRG agent. Respect any representation agreement that has been signed between Client and Agent. Explain to the client/customer how commission-based compensation works for real estate. Most of the public doesn't understand how you earn your living.

6.2 Safety Protocols & Client Interactions

Do not take risks that may threaten your safety.

➢ Initial Client Meetings

For an initial meeting with a client/customer that you may not know:

- Try to have them meet at the office
- Try to get a copy of their driver's license before the meeting
- Let someone know your schedule of properties you plan to show (whether it's a family member or a team member)
- You can also enable Location Services for someone in the office or in your family so your location can be tracked while you are showing
- Record the make and model of their vehicle and the license plate number and send to a family member or team member before showing (a quick picture will do the trick)

➢ Open House Safety

When holding an open house:

- Notify the office and leave a number where you can be reached
- Try to hold open houses with another person (lenders are great to partner with for this)
- Be alert and cautious when alone with unknown customers/clients
- Never turn your back to them
- Be aware of your position in relation to any doors and the client
- Attempt to always have a clear path between you and any exit in case of an attack

➢ Uneasy Client Trigger Phrase

If you feel uneasy about a client, use the phrase: "Can you PULL THE INFO on [address]"

This is so an agent doesn't warn the client they feel uneasy about. Call the Broker or Owner at:

- 806-777-6140 (Lynn)
- 979-412-0735 (Cody)

And say: "Can you pull the info on [address]" and give the address for the property where you are. They will immediately call 911 and give them the address. You can also text this message.

➢ Immediate Danger Protocol

If you feel you are in DANGER while showing a house:

- Keep your cell phone in your hand
- Have 911 pre-dialed into your phone so you only have to press the send button in case of an attack
- Always go with your instincts
- If you feel uneasy about someone, play it safe and avoid placing yourself in a vulnerable situation

➢ Qualifying Questions

Always ask:

- "Where did you see the property advertised?"
- "Who referred you to me?"
- "Have you been pre-qualified with a lender?"
- "What banks have you talked to?"
- "What brought you to Cypress, Tomball, etc?"

STAY SAFE! Bring mace or some other form of protection (using caution!).

6.3 Prohibited Behavior, Sexual Harassment & Non-Discrimination

BRG is committed to providing a work environment where everyone can work together comfortably and productively, free from sexual harassment or discrimination. Such behavior is illegal under state and federal law.

Policy Scope: This policy applies to all employees and associates, and we will not tolerate or condone harassment or discrimination against any employee or associate by an officer, employee, staff member, independent contractor, guest, vendor, or supplier.

Consequences: Harassment and discrimination are grounds for disciplinary action or termination.

➢ Prohibited Conduct

Prohibited behavior includes, but is not limited to, unsolicited and unwelcome gestures, comments, jokes, overtones, advances, physical contact, innuendos, or requests for sexual favors.

This also includes the following:

1. Written contact: Sexually suggestive or obscene letters, notes, and invitations
2. Verbal contact: Sexual suggestions or obscene comments, threats, slurs, epithets, jokes about gender-specific traits, and sexual propositions
3. Physical contact: Intentional touching, pinching, brushing against another's body, impending or blocking movement, assault, coercing sexual intercourse
4. Visual contact: Leering or staring at another's body, gesturing, displaying sexually suggestive objects or pictures, cartoons, posters, or magazines
5. Ongoing Unwanted Behavior: Sexual harassment also includes continuing to express sexual or social interest after being informed directly that the interest is unwelcome and using sexual behavior to control, influence, or affect the environment of another
6. Coercion: It is impermissible to suggest, threaten, or infer that failure to accept a request for a date or sexual intimacy will affect a person in any way. Also offering benefits in exchange for sexual favors is forbidden.

➢ BRG's Prevention & Enforcement Role

In addition, BRG will take all reasonable steps to prevent or eliminate sexual harassment by non-employees including customers, clients, and suppliers who are likely to have workplace contact with our associates and employees.

Discipline: Any employee or associate found to violate this policy should be subject to appropriate disciplinary action, including warnings, reprimand, suspension, or discharge, according to the findings of the complaint investigation.

Legal Liability: If an investigation reveals that sexual harassment has occurred, the harasser may also be held legally liable for his or her actions under state or federal anti-discrimination laws or in separate legal actions.

➢ Retaliation Protection

Any employee or associate bringing a sexual harassment complaint or assisting in investigating such a complaint will not be adversely affected in terms and condition of employment or association, or discrimination against or discharged because of the complaint.

Zero Tolerance for Retaliation: Retaliatory action against any employee or associate that charges harassment or discrimination will NOT be tolerated.

6.3.1 Complaint Procedures & Investigation

All complaints of sexual harassment shall be directed to Lynn Blair or Clint Nabors in writing, or by requesting an individual interview.

Confidentiality: All complaints of sexual harassment shall be handled as confidentially as possible.

Investigation & Resolution: Leadership will promptly investigate and resolve complaints involving violations of this policy and determine the sanctions to be imposed against violators.

6.4 Professional Headshot Standards

To maintain a consistent and professional brand image for BRG, all agent photos used on BRG websites, social media, business pages, and marketing materials must meet the following headshot standards:

➢ Photo Type & Quality

- Must be a clear, high-resolution photo (no screenshots or heavily pixelated images)
- Must be well-lit with the agent's face fully visible (no heavy shadows, sunglasses, or hats that obscure face)
- Simple, clean backgrounds are strongly preferred; busy or distracting backgrounds may be declined

➢ **Professional Appearance**

- Business or business-casual attire is required
- Poses should be neutral and professional (no party photos, group photos, or obvious "selfie" poses)
- No filters, stickers, text overlays, or augmented effects (such as AI) that alter the agent's appearance to look unprofessional or unrealistic

➢ **Prohibited Images**

- Selfies, car selfies, mirror photos, and casual snapshots are not permitted
- Cropped group photos where other people are partially visible are not permitted
- Photos that include logos or branding from another brokerage or company are not permitted

➢ **Review & Approval**

- All headshots must be submitted to Jayne@BlairRG.com and Stephanie@BlairRG.com for review and may be approved, rejected, or requested to be retaken at the discretion of brokerage leadership
- If submitted photo does not meet these standards, the agent will be asked to provide a new image or schedule a photo session

Free Headshots: BRG is happy to schedule an appointment with you to take headshots at the office for FREE and help ensure compliance. Schedule with Lynn@BlairRG.com.

6.5 Social Media & Online Activity

Blair Realty Group (BRG) Associates who engage in social networking or any online activity must comply with this policy, with all BRG Policies and Procedures, and with all applicable laws and TREC Rules.

Definition: For this policy, "social networking" includes, but is not limited to, any use of web technologies and sites such as blogging platforms, microblogging (X, Instagram, Threads, etc.), photo sharing (Snapchat, Flickr, etc.), video sharing (YouTube, TikTok, Vimeo, etc.), and networking sites (LinkedIn, Facebook, etc.).

1. Professional Responsibility & Reputation

You are personally responsible for all of your online activity. You must maintain a professional presence so that your reputation as a license holder and the reputation of BRG are not harmed. Online conduct that would be unacceptable in the workplace is also unacceptable on social media.

2. Public Nature of Content

You are personally responsible for the content you publish on blogs or any other social media websites. Assume that anything posted online is public, permanent, and may be viewed by clients, cooperating brokers, TREC, and the general public.

3. Disclosure of Identity & Affiliation

In any context relating to real estate, you must clearly disclose your identity as a licensed real estate agent and your affiliation with Blair Realty Group. Where required by TREC advertising rules, your advertising name, team name, and the BRG broker name must appear in a clear and readily noticeable manner.

4. Speaking for Yourself, Not the Company

When publishing content that in any way relates to real estate or your work as a Sales Associate, include a clear disclaimer that the views expressed are yours alone and do not represent the views of Blair Realty Group. Your writing and posts should make it clear that you are speaking for yourself and not on behalf of the company, unless you are explicitly authorized in writing to speak for BRG.

5. Confidentiality & Proprietary Information

Information you publish on your own blog(s) or on other platforms must comply with BRG's confidentiality, privacy, and proprietary-data policies. Do not disclose:

- Clients' personal information
- Transaction details
- Internal company strategies
- Other non-public information

This applies equally to comments on other blogs, forums, and social networking sites.

6. Legal Compliance

You must obey all applicable laws, including but not limited to:

- Real estate license laws
- TREC Rules
- Fair housing laws
- Anti-discrimination laws
- Copyright laws

- Platform terms of use

Do not post content that could be considered discriminatory, steering, or otherwise in violation of fair housing or license law. Do not post or reuse copyrighted content, photos, or materials without proper rights or permission. Reuse of copyrighted content includes using another listing agent/brokerage photos that you do not have written permission from the owner of the content to use.

7. Privacy & Use of Images

Respect the privacy of BRG, colleagues, clients, vendors, and others. Obtain written permission before publishing or commenting on anything that is meant to be private or internal to the company. Do not post photos or videos of clients, their children, or the interior of occupied homes in a way that identifies them without their written permission. When in doubt, do not post.

8. Respectful Conduct

Be respectful of others in all online interactions. Do not use ethnic slurs, personal insults, obscenities, harassment, or engage in any conduct that would not be acceptable in the workplace or in a professional setting. Avoid arguments and "flame wars" that reflect poorly on you or BRG.

9. Connections & "Friending"

Use care before "friending," "following," or directly messaging individuals you do not know or with whom you have not previously corresponded. Be especially cautious with minors and with individuals who may perceive contact as harassment or unwanted solicitation.

10. Advertising & Lead Generation

Any social media post that markets your services, a property, or a team is advertising and must comply with:

- BRG's Advertising Policy
- TREC advertising rules
- All team-name and broker-name display requirements

You may not mislead the public about your role in a transaction, your level of experience, or your relationship to BRG.

11. Enforcement

BRG may review social media content and online activity related to your role as an agent. Failure to comply with this policy may result in:

- Required removal of content
- Loss of marketing privileges
- Disciplinary action up to and including termination of affiliation

6.6 Solicitation & Email Compliance (CAN-SPAM)

1. Statement of Intent to Comply

It is the express written policy that all employees, brokers, and agents affiliated with Blair Realty Group LLC d/b/a Blair Realty Group comply with all laws and regulations applicable to solicitations sent by e-mail. Specifically, the company intends to comply with:

(a) The Texas Electronic Mail Solicitation Act (Texas Business & Commerce Code, Chapter 46)
(b) The Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM)
(c) Any applicable administrative rules adopted by the FCC or other governmental agencies under CAN-SPAM and Chapter 46

2. Transactional Relationship Definition

For this policy, a "transactional relationship" means an established or existing relationship with a person the employee, broker, or agent is currently assisting in a real estate transaction (for example, sellers with active listings or buyers with current buyer-representation agreements).

A transactional relationship may also exist with past clients or customers or other persons, provided the employee, broker, or agent:

- Has permission to send e-mail to that recipient
- Can clearly demonstrate that permission was granted (for example, signed forms, web opt-in, or written consent)

3. Requirements for Any Email

An employee, broker, or agent may NOT send any e-mail that:

a. Falsifies transmission or routing information
b. Contains false, deceptive, or misleading information in the subject line or body

c. Contains obscene or otherwise offensive material
d. Does not clearly identify the employee, broker, or agent as the sender
e. Does not include both:
  (i) The sender's contact information (including a valid reply-to address)
  (ii) The company's physical postal mailing address

f. Fails to comply with Paragraph 4 (if the message contains an advertisement) or Paragraph 6 (if the message does not contain an advertisement)

4. Emails Containing Advertisements

An employee, broker, or agent may not send an e-mail message that contains an advertisement to a person unless:

a. The e-mail complies with Paragraph 3(a)–(e)
b. The message is not sent to an address with a domain registered with the FCC as a commercial mobile radio service (CMRS) domain name
c. The e-mail includes a clear and conspicuous unsubscribe notice explaining how the recipient may opt out and be placed on the sender's do-not-email list
d. One of the following is true:

- A transactional or established business relationship exists with the recipient, OR
- The subject line begins with "ADV:" as required for unsolicited commercial e-mail under Texas law

Unsubscribe Obligation: Senders must honor any unsubscribe/opt-out request promptly and remove the address from their distribution list as soon as reasonably possible, and in any event within the time frame required by law.

5. Examples of Advertising Emails

Examples of "advertising" e-mails include, but are not limited to:

a. E-mails soliciting a listing or other agency relationship
b. E-mails promoting the services of the agent or the company
c. E-mails to other brokers or agents announcing a new listing or price reduction
d. E-mails containing the agent's or company's newsletter
e. E-cards or holiday messages that promote services offered by the sender or the company

6. Non-Advertising (Transactional/Relationship) Emails

a. Response to Specific Request: Information sent solely in response to a recipient's specific request, without additional promotional content, is not considered an unsolicited advertisement. The sender must:

(1) State in the body that the email is being sent in response to the recipient's request
(2) Reference the date of the request
(3) Avoid adding unrequested advertising content

b. Current Transaction Communications: Communications with existing customers and clients that relate only to the current transaction or relationship (status updates, documents, repair negotiations, etc.) are transactional client communications, not advertisements

c. Past Clients & Solicitation: Communications to past customers and clients that include marketing or solicit future business must comply with Paragraph 4; purely informational messages limited to the prior transaction and not soliciting new business are not treated as advertisements

d. Third-Party Communications: E-mails to third parties (title companies, lenders, inspectors, service providers, cooperating brokers, etc.) to request or provide information in connection with a pending or prospective transaction may not include unrelated, unsolicited advertising content

Compliance: All agents must comply with applicable local, state, and federal regulations regarding electronic communications, including any future updates.

7. Unsubscribe & Do-Not-Contact Handling

a. If an employee, broker, or agent maintains e-mail distribution lists (groups, segments, CRM campaigns), the sender must promptly remove any address that has requested to unsubscribe or be placed on a do-not-email list

b. The sender may not sell or otherwise provide an e-mail address that has requested removal from their list, except as required by law

8. Compliance & Training

a. The company will monitor compliance by employees, brokers, and agents and may audit email practices and lists

b. Before sending any e-mail messages that contain advertisements, each employee, broker, or agent must sign an acknowledgement confirming that they have read, understand, and agree to comply with this policy

c. Failure to comply with this policy is grounds for disciplinary action up to and including termination of employment or affiliation. The company may seek legally permissible reimbursement for fines, penalties, or liability the company incurs because of a license holder's non-compliance.

SECTION 7: TEXAS REAL ESTATE COMMISSION (TREC) COMPLIANCE

7.1 TREC Rules & License Requirements

All Blair Realty Group associates are required to know and comply with the Texas Real Estate Commission (TREC) statutes and rules, including the Canons of Professional Ethics and Conduct.

TREC Resources: Get familiar with TREC rules and regulations at:
https://www.trec.texas.gov/agency-information/rules-and-laws/trec-rules

7.2 Fiduciary, Integrity & Competency Standards

Under the TREC Canons, every license holder is a fiduciary when acting as an agent and must:

- Place the client's interest above their own
- Act with integrity
- Be knowledgeable and competent as a real estate brokerage practitioner

Knowledge Requirements:

- Be informed on local market issues and conditions where services are provided
- Stay current on relevant laws and forms
- Exercise judgment and skill in brokerage activities

Competency: A license holder must be educated in the characteristics involved in the specific type of real estate being brokered for others (for example, residential resale, new construction, farm and ranch, commercial, leasing, etc.). In addition, agents must also be competent in the type of real estate they are involved in such as residential and commercial transactions (*see 7.3 and 7.4*)

7.3 Geographic Competency

Blair Realty Group strictly enforces TREC's expectation that license holders be competent in the geographic area where they provide services.

- Geographic Competency Requirements:
  - Agents must NOT accept assignments in markets or sub-markets where they are unfamiliar with local issues, customs, conditions, or data
  - Examples of critical knowledge: flood risk patterns, MUDs/HOAs, school districts, local ordinances, typical contract practices, or MLS nuances
  - "Knowing someone there" or "being willing to drive there" does NOT equal geographic competency
  - If you are not actively informed on that area's issues and conditions, you are not competent under TREC's standard and must not take the assignment without broker approval and a clear supervision/partnering plan

When in Doubt: Agents must consult the broker before taking a listing, buyer, landlord, or tenant engagement. The broker may require:

  - Referral to a more knowledgeable license holder
  - Co-representation with a competent BRG agent (if approved by broker)
  - Additional training before authorization is given

7.4 Property-Type Competency

TREC also requires that license holders be competent in the specific type of real estate being brokered. No "Learning on the Client":

- Agents may not "learn on the client" in new or complex property types without prior written authorization and supervision from the broker or broker-approved mentor
- Examples of complex types: commercial, industrial, farm and ranch, large-tract land, specialty properties, or property management

Before engaging in a new property type, the agent must:

1. Disclose the situation to the broker
2. Complete any training or mentoring the broker deems necessary
3. Partner with an experienced license holder when required by the broker

7.5 Broker Supervision & Consequences for Non-Compliance

TREC requires brokers to maintain written policies and procedures to ensure that sponsored agents are:

- Competent in the areas where they practice
- Staying informed on changes in law and forms
- Maintaining proper records and advertising compliance

How BRG Fulfills This Duty:

- This manual
- Required training
- The Mentor Program
- Case-by-case supervision and approval of new activities

➢ Seriousness of Non-Compliance

Ignoring TREC rules or competency requirements is a serious violation of BRG policy and may expose the license holder and brokerage to complaints, discipline, and/or civil liability.

➢ Consequences for Non-Compliance

Failure to comply may result in any or all of the following:

- Removal from specific geographic areas or property types
- Mandatory additional training or coaching
- Loss of internal lead sources or program eligibility (if receiving broker-supplied leads)
- Further disciplinary action up to and including release of sponsorship

➢ Agent Obligation

If you are ever unsure whether you are competent to take on a particular client, location, or property type, your obligation is to STOP and contact the broker before proceeding.

7.6 Commercial Transactions Policy

➢ Policy Purpose

Blair Realty Group is a residential real estate brokerage. Commercial real estate is a distinct specialty requiring subject-matter expertise, dedicated systems, compliance oversight, and specialized knowledge that BRG does not maintain in-house. To protect consumers, comply with

TREC's competency requirements, and manage risk appropriately, BRG has established a referral-only policy for all commercial real estate activity.

Policy Goals:

- Protect consumers by ensuring commercial transactions are handled by specialists
- Comply with TREC's competency requirements
- Limit the brokerage's liability and compliance risk by directing commercial business to qualified commercial specialists
- Maintain BRG's focus on residential real estate excellence

➢ TREC Competency Framework

TREC requires that license holders be competent in the specific type of real estate being brokered and that brokers only authorize activities their agents are competent to conduct. Competency includes subject-matter knowledge (such as commercial leases, cap rates, development issues, underwriting, etc.) and geographic competency in the markets where services are provided.

Because BRG operates exclusively in the residential market and does not provide in-house commercial mentorship, training, or compliance management for commercial transactions, agents are not deemed competent to conduct commercial transactions under TREC standards.

7.6.1 Mandatory Referral to CRES or Other CRE Firm

All commercial real estate leads, inquiries, and potential transactions must be referred to CRES (Commercial Real Estate Services) or other qualified CRE firm (commercial real estate firm).

Definition of Commercial Real Estate: In real estate, commercial property refers to any real estate that is primarily used for business, professional, or income-generating purposes rather than residential living. For purposes of this policy, "commercial real estate" includes:

- Office buildings
- Retail properties
- Industrial and warehouse properties
- Multifamily properties (5+ units)
- Land sales or ground leases
- Net lease properties

- Commercial lease transactions
- Build-to-suit or development projects
- Any property primarily used for business, investment, or income-generating purposes (other than single-family residential or duplex/triplex owner-occupancy)

7.6.2 Who Is CRES?

CRES (Commercial Real Estate Services) is a full-service commercial real estate brokerage specializing in the acquisition, disposition, and management of commercial properties in the greater Houston area. CRES agents are trained, certified, and equipped with:

- Specialized commercial MLS and data platforms
- Commercial underwriting tools and market analysis
- Lease accounting and management systems
- Deal structuring expertise (NNN, gross leases, percentage rents, etc.)
- Commercial financing relationships and acumen
- Commercial property management services
- Dedicated compliance oversight for commercial transactions

7.6.3 Referral Process

1. Step 1 – Identify Commercial Opportunity
    a. When an agent at BRG receives a lead, inquiry, or client request involving commercial real estate, the agent must immediately recognize it as commercial and not accept or begin representation.
2. Step 2 – Contact CRES (commercial real estate firm) or other qualified CRE firm
    a. The BRG agent must contact CRES or other qualified CRE directly and refer the lead. CRES/CRE firm will take over the relationship and all transaction management.
3. Step 3 – Referral Fee Agreement
    a. The BRG agent and CRES/CRE firm will negotiate and agree in writing on a referral fee. Typical referral fees range from 20-30% of the agent's compensation, though the exact fee is negotiable on a transaction-by-transaction basis.
4. Step 4 – Documentation
    a. The BRG agent must document the referral using the BRG Referral Form (found on the BRG Google Drive) and upload it to Skyslope with the client name or property address as the file name.

5. Step 5 – Payment Processing
    a. Once the transaction closes, CRES/CRE firm will process the referral fee payment directly to Blair Realty Group. The BRG agent's compensation will be disbursed by the brokerage according to BRG's standard commission structure and referral fee policies (see Section 11.7 – Referral Commissions & Documentation).

7.6.4 No Exceptions – Strict Compliance Required

There are no exceptions to this referral-only policy. Agents may not:

- "Learn" commercial real estate on a client
- Partner with CRES while maintaining co-representation
- Accept commercial listings or buyer representation
- Participate in commercial lease negotiation or structuring
- Manage or coordinate commercial transactions

Violation Consequences: Violation of this policy—including accepting a commercial transaction, failing to refer to CRES, or misrepresenting the nature of a transaction as residential when it is commercial—is a serious breach of BRG policy and TREC competency requirements. Such violations may result in:

- Mandatory referral of the transaction to CRES with forfeiture of compensation
- Disciplinary action, including coaching or retraining
- Loss of commission on the transaction
- Further disciplinary action up to and including release of sponsorship

7.6.5 Questions or Borderline Situations

If an agent is unsure whether a property or transaction is "commercial" under this policy, the agent must contact the Broker or Clint Nabors immediately before engaging with the client or prospect. When in doubt, refer to CRES.

SECTION 8: AGENCY, REPRESENTATION & INTERMEDIARY

8.1 Purpose & Overview

Blair Realty Group is committed to clear, timely disclosure of agency relationships so that consumers understand who is representing whom, what duties are owed, and when intermediary or non-representation applies.

Scope: All BRG associates must follow this policy in every real estate transaction, including:

- New construction
- Leases
- For Sale by Owner situations

8.2 Definitions: Client, Customer, Unrepresented Party, Intermediary

➢ Client

A consumer who has signed a written listing agreement or Buyer/Tenant Representation Agreement with BRG.

➢ Customer

A consumer who has not entered into a written representation agreement with BRG but may receive limited assistance permitted by TREC rules.

➢ Unrepresented Party

A consumer who has been EXPRESSLY informed that BRG does not represent them and that no fiduciary duties are owed.

➢ Intermediary

The statutory relationship that exists when BRG represents both sides in the same transaction under TRELA and TREC rules, using TXR/TREC promulgated forms.

8.3 IABS and Consumer Protection Notice Timing & Delivery

➢ When to Deliver IABS

At the first substantive conversation about a specific property or representation (in-person, phone, email, text, or other electronic communication), the agent must provide the consumer with the current TREC "Information About Brokerage Services" (IABS) and the Consumer Protection Notice (CPN) form. Please see TREC Rule 532.20 regarding IABS.

➢ How to Deliver IABS

- In-Person Delivery:
  - Present a paper copy
  - Have the consumer initial bottom of form if they accept
- Email Delivery:
  - Send in the body of the email or as an attached PDF
- Refusal Documentation:
  - If consumer refuses, note the refusal and the date
  - Add your signature on the back
  - Retain in the file
- Electronic Communications:
  - The IABS and Consumer Protection Notice must appear as required by TREC (link or PDF) in the body of the email above the signature block or as properly labeled attachments

➢ Social Media and Websites

- Each business website used by a BRG license holder must include a link to the license holder's completed IABS Notice in a readily noticeable place on the homepage, labeled either "Texas Real Estate Commission Information About Brokerage Services" (at least 10pt font) or "TREC Information About Brokerage Services" (12pt font).
- The link must be a completed IABS notice (not a blank form), with all applicable fields filled in for the brokerage and broker.
- Social Media
  - Any Social Media platforms for real estate business (including but not limited to Facebook, Instagram, LinkedIn, X/Twitter, TikTok, YouTube or similar platforms) is considered a business website for IABS purposes if it

is public, contains real estate content, and is controlled by the licenseholder.

- When it is used as a business page/website, the link to the completed IABS notice may be located on:
  - The account or profile (ie “Bio”, “About”, “Contact”, or similar section); or
  - A separate page or website through a direct link from social media platform or profile that goes to a landing page where IABS and CPN are posted

8.4 Representation Agreements (Listing & Buyer/Tenant)

➢ Buyer/Tenant Representation

Before showing any properties in-person, the associate must obtain a signed Buyer/Tenant Representation Agreement (TXR 1501 or current form approved by TREC/TXR).

Important: Showing property or providing any brokerage services without a signed agreement may result in MLS and/or TREC penalties and is prohibited by BRG policy.

➢ Listing Agreements

All listings must be documented using the current TREC/TXR listing agreement forms, fully completed and signed by all owners of record or authorized representatives.

8.5 Non-Representation & the Non-Representation Agreement

If consumer declines representation after IABS is delivered and explained, the associate must:

1. Explain Clearly:
   - Explain in plain language that BRG does not represent them, written is best practice
   - Cannot give advice, opinions, negotiate, or provide any acts of real estate brokerage
   - Can ONLY provide non-advisory assistance, such as providing forms and factual information only
2. Obtain Non-Representation Agreement:
   - Obtain a signed BRG Non-Representation Agreement (in Skyslope)
   - Upload to file

BLAIR Realty Group

8.6 Intermediary Policy & TXR 1409 Form

➢ Intermediary Authority

BRG allows intermediary relationships but PROHIBITS intermediary WITHOUT appointments.

Critical Rule: Under no circumstances should a single associate represent both buyer and seller or tenant and landlord in the same transaction.

Only Allowed Configuration: The ONLY intermediary allowed is WITH appointments using two agents, both sponsored by BRG.

➢ When Intermediary May Occur

Intermediary may only occur when:

1. Both sides have signed written representation agreements with BRG, AND
2. Both sides sign the Current Texas REALTORS Intermediary Relationship Notice (TXR 1409 or successor) acknowledging and consenting to intermediary and appointments

8.7 Intermediary Appointment Procedures

(See Section 8.8 below for "Both Parties Represented by BRG")

8.8 Both Parties Represented by BRG

When a BRG buyer wants to purchase a BRG listing, or a BRG tenant wants to lease a BRG lease listing, the associate must:

1. Notify Leadership Immediately:
   - Notify Broker/Clint/Ashley immediately
2. Ensure Proper Documentation:
   - Ensure both parties have signed representation agreements
3. Obtain Intermediary Notice:
   - Present and obtain signatures on TXR 1409 (Intermediary Relationship Notice) identifying the appointed associates

8.9 One Side Refuses Representation

When one side refuses representation but still wishes to proceed with a BRG client on the other side, the associate must:

1. Offer Another BRG Agent First:
    - Offer representation with another BRG associate FIRST
    - Best practice is in-writing
2. If Declined:
    - If the person declines representation from another BRG agent, the listing agent and Unrepresented Party need to sign the BRG Non-Representation Agreement
    - Document clearly that no advice or opinions will be given to the unrepresented party
    - Request a written statement from the unrepresented party that they decline representation from another BRG agent

8.10 Documentation & File Requirements

A copy of the following must be uploaded to Skyslope within 48 hours of execution and before submission of Commission Disbursement Authorization (CDA):

- Signed IABS acknowledgement (or documented refusal note/statement)
- All representation agreements
- Non-Representation Agreement (if applicable)
- TXR 1409 Intermediary Notices (if applicable)

➢ Non-Compliance Consequences

Failure to properly document IABS delivery, representation status, or intermediary will be treated as a compliance violation and may:

- Delay commission payment
- Trigger additional training to the agent in violation
- Result in disciplinary action

SECTION 9: LISTINGS & PROPERTY MARKETING

9.1 Listing Preparation & Accuracy

Each agent is responsible for preparing an accurate and factual listing and listing agreement. Include in the listing agreement only information that is known to be true.

Important Note: Even if the disclaimer on the listing states that the information is subject to errors and omissions and is not warranted, this may not absolve the associate (agent) or company of inaccuracies, fraud, or misleading statements.

9.2 Skyslope Upload Requirements & Timelines

Upload to Skyslope Listing all SIGNED listing agreements and necessary addendums into your Listing Checklist no more than 2 days after listing documents signed and by/before going Active on HAR.

➢ File Labeling

Please make sure your file(s) are properly labeled with:

- Address of property
- Type of transaction
- Stage of transaction
- Closing date
- Commission and any relevant splits/referral fees
- Title Company Information including Escrow Officer and email contact information

Why: THIS HELPS us out tremendously on the compliance side.

➢ CDA & Final Documentation

By the time you submit your Commission Disbursement Agreement (CDA) for signature, at least 5 days BEFORE closing, every necessary document pertaining to that file should already have been uploaded into Skyslope Checklist for approval (other than executed Settlement Statement, Survey, and Buyer's Walkthrough and Acceptance).

Process:

1. Please submit for approval once you have all documents and CDA loaded into Skyslope
2. If you have a question about which docs are required, check the checklist in Skyslope or reach out to Leslie@BlairRG.com and/or Jayne@BlairRG.com
3. Your personal CDA is created through Skyslope

➢ Commission Hold for Missing Paperwork

If the file closes without all necessary paperwork being uploaded, then commission checks will not be cut until all paperwork has been received.

9.3 MLS Compliance & Status Updates

➢ Entry & Maintenance

All listings are to be entered into the MLS within the guidelines of the MLS. The agent is responsible for the listing information and making sure it is correct in the MLS. All agents should immediately change the MLS status of every listing as it occurs.

➢ HAR Violations

Please check your email regularly as this is where HAR sends the violation notification. The broker is CC'd on the violation email, so please reply-all once the violation is corrected.

Important: HAR has hefty fines if violations are not corrected in a timely manner. This office wants to maintain a good reputation with our fellow agents. It is very frustrating for agents to find that the status is incorrect in MLS.

➢ Sold Status & Agent Credit

When you sell a listing, always make sure:

- SOLD information is properly entered
- The other agent receives credit as the "selling agent" (aka buyer's agent)
- “Sold” means it has closed and funded, not gone under contract

9.4 Brokerage Ownership & Listing Shareability

Key Principle: All listings taken under Blair Realty Group are the property of the brokerage and are listed in the name of Blair Realty Group, even when a particular agent is identified as the listing agent.

Permission to Share: Agents affiliated with BRG are permitted and encouraged to share BRG brokerage listings in their marketing, social media, email, and other advertising as a form of approved lead generation and brand promotion, subject to limitations below.

9.5 Intermediary Status & Shareability Restrictions

Unless the seller has chosen "No Intermediary" (refusal of intermediary) in the listing agreement, BRG listings may be shared by any BRG agent.

Benefit: Sharing these listings helps maximize the seller's exposure, supports the brokerage's marketing efforts, and creates more opportunity for buyer leads for all agents.

➢ When "No Intermediary" is Selected

When "No Intermediary" is selected in the listing agreement, that choice must be honored in all marketing and communication.

In those cases:

1. Listing Agent Responsibility:
    - Clearly note "No Intermediary" in the listings notes in Skyslope and internal communication to BRG agents
2. Internal Promotion Standards:
    - Any internal promotion (i.e., FYI to office, "check out this new listing", etc.) must be worded so it does not solicit buyers for representation
    - Must not create an appearance of intermediary
3. Other BRG Agents:
    - Should not advertise or promote the listing in a way that generates buyer leads to themselves
    - Should not suggest they can represent the buyer on that property
    - Should not be asked or encouraged to host open houses

9.6 How to Share Office Listings Appropriately

When sharing a BRG listing that is eligible to be shared, agents must:

➢ Identity & Clarity

- Clearly identify Blair Realty Group as the brokerage
- Avoid implying they are the listing agent if they are not the named listing agent
    - (This would NOT include "presented by" when sharing from HAR or other MLS)

➢ Accuracy & Compliance

- Keep information accurate and current
- Avoid any misleading statements about price, status, or features
- Follow MLS rules, TREC advertising rules, and BRG branding guidelines

➢ Prohibited Practices

Any sharing of listings that:

- Misleads the public
- Conflicts with seller's intermediary election
- Violates TREC/MLS rules
- Is strictly prohibited

BRG Authority: BRG may require edits or removal of any listing-related advertising that does not align with these standards.

9.7 Agent-Owned Property Disclosures & Liability

Recommended Approach: It is recommended that agents selling their own personal property partner with an agent in the office to list the property.

Important Limitation: Errors and Omissions insurance does NOT cover agent-owned property.

Self-Listing Option: If an agent chooses to continue to list their own property, the agent may do so 100% at their own risk and must sign the liability release waiver.

BRG Non-Liability: Blair Realty Group will not be held liable for any agent-owned real estate transactions where agents represent themselves.

SECTION 10: TRANSACTIONS & CLOSING PROCEDURES

10.1 Buy/Sell Contracts & Documentation

When paperwork is complete, upload all documents to Skyslope immediately, including:

- Contract
- All disclosures
- All addenda that are part of the contract

➢ Creating a Transaction

Once the file has turned into a transaction (executed contract by buyer and seller), you must:

1. Take it from "Forms" in Skyslope
2. Create a "Transaction"

➢ File Labeling

Please make sure your file(s) are properly labeled with:

- Address of property
- Type of transaction
- Stage of transaction
- Closing date
- Commission and any relevant splits/referral fees
- Title Company Information including Escrow Officer and email contact information

THIS HELPS us out tremendously for compliance purposes.

➢ CDA & Final Documentation Requirements

Your Commission Disbursement Agreement (CDA) will be created in Skyslope once you have completed your Checklist, “file labeling” (above) and compensation information at least 5 days BEFORE closing, every necessary document pertaining to that file should already have been uploaded into Skyslope and submitted for approval.

Process:

1. Please submit for approval once you have all documents and CDA will be created for you in Skyslope
2. If you have a question about which docs are required, check the Checklist attached to each file template
3. CDA's will not be sent without all necessary paperwork in the file

➢ Your CDA

Verify compensation, checklist and file labeling is complete - take into consideration if you have a mentor, referral agent, and/or any other splits that need to be accounted for and Jayne or Lynn will send to the appropriate parties. Agents may only accept UP TO the amount agreed to in the Buyer/Tenant Representation Agreement or related amendments.

➢ Commission Hold for Missing Paperwork

If the file closes without all necessary paperwork being uploaded, then commission checks will not be cut until all paperwork has been received.

➢ Selling Another Company's Listing

When you sell another company's listing, always:

1. Check the MLS to confirm that the SOLD information is properly entered by the listing agent
2. Verify you receive credit as the "selling agent" (aka buyer's agent)

➢ Earnest Money & Option Money - NO CASH

Critical Rule: Cash should NEVER be taken or held as Earnest or Option Money by the agent.

Correct Procedure:

1. Always instruct the client to provide a personal check, money order, cashier check, or online payment to the title company
2. All earnest money and option money must be held by a title company, escrow agent, or attorney – NEVER the agent

10.2 Buyer "Love Letter" Policy

To protect clients and the brokerage from Fair Housing liability, BRG advises against the use of "buyer love letters," personal photographs, or letters that reveal a buyer's race, religion, familial status, or other protected characteristics.

- For Listing Agents: We will educate sellers on the risk of accepting offers based on non-financial criteria. If a buyer submits a love letter, the associate should advise the seller to focus solely on the objective terms of the offer (price, closing date, contingencies) to avoid violating Fair Housing laws.
- For Buyer Agents: Associates should advise buyers that submitting personal letters/photos may place the seller in a compromising legal position and could result in their offer being rejected to avoid liability.

10.3 Wire Fraud and Cyber Protection

Associates must instruct all clients at the beginning of the transaction that if they receive an email appearing to be from BRG, the Title Company, or the Associate requesting a change in wiring instructions, IT IS FRAUD. The client must be instructed to call the title company immediately using a verified phone number (not the one in the suspicious email) to confirm. Associates must not send sensitive financial information or wire instructions via unencrypted email.

10.4 Earnest Money & Option Money Handling (No Cash Holds)

(See Section 10.1 for full details on cash handling)

10.5 Escrow Accounts & Deposits

BRG Policy: This office does not hold money in escrow. We do not offer an interest-bearing escrow account.

10.6 File Organization & Record Retention

Each agent is to establish and maintain a file on each:

- Sale
    - Listing (including active, expired, withdrawn or terminated)
    - Buyer

➢ File Contents

Make sure your file and our office file contain a legible copy of everything pertaining to that file, including, but not limited to:

- Anything that the client signed
- Survey
- Any information you obtained about the file
- Any correspondence between the agent and anyone about the file
- Emails
- Etc.

➢ Documentation Record

A documented record should be kept pertaining to conversations the agent had with the client or anyone about the file. These may be uploaded to the Skyslope checklist since it will be date stamped.

10.7 Settlement Statements & CDA Submission

The Settlement Statement must be uploaded to the Checklist in Skyslope immediately after closing.

➢ Referral Disclosure

Any referrals to be paid must be:

- Noted on the CDA
- Disclosed on the Settlement Statement
- Alternatively, may be paid through the Title Company
- BRG Agents referring to another agent should use the BRG Referral Form located in the BRG Google Drive

➢ Commission Check Payment

Commission checks (if not paid through CDA) are usually paid within 12 hours and can be deposited at that time in your bank. Skyslope Books is how you will receive this. We do not Zelle or use any other form of digital payment.

10.8 Leasing Transactions & Lease Documentation

When paperwork is complete, upload all documents to your Skyslope Checklist immediately, including:

- All tenant or landlord documents
- All disclosures
- All addenda that are part of the lease

➢ File Labeling

Please make sure your file(s) are properly labeled with:

- Address of property
- Type of transaction
- Stage of transaction (see next page)
- Closing date
- Commission and any relevant splits/referral fees
- Title Company Information including Escrow Officer and email contact information

➢ CDA & Final Documentation Requirements

Your Commission Disbursement Agreement (CDA) will be created in Skyslope once you have completed your Checklist, "file labeling" (above) and compensation information at least 5 days

BEFORE closing, every necessary document pertaining to that file should already have been uploaded into Skyslope and submitted for approval.

Process:

4. Please submit for approval once you have all documents and CDA will be created for you in Skyslope
5. If you have a question about which docs are required, check the Checklist attached to each file template
6. CDA's will not be sent without all necessary paperwork in the file

➢ Your CDA

Verify compensation, checklist and file labeling is complete - take into consideration if you have a mentor, referral agent, and/or any other splits that need to be accounted for and Jayne or Lynn will send to the appropriate parties.

➢ Commission Hold for Missing Paperwork

If the file closes without all necessary paperwork being uploaded, then commission checks will not be cut to the agent until all paperwork has been received and reviewed for compliance.

➢ Agent Compensation Payment

Agent compensation should be made out to the brokerage through Skyslope Books. For tenant side of the transaction, Jayne will send an invoice to the listing brokerage. Please make sure this information is accurate in Skyslope. No personal checks or Zelle will be accepted.

10.9 Security Deposit Handling

➢ Who Receives the Check

The security deposit is ALWAYS made out to the Landlord and is paid at the signing of the lease or per the lease agreement.

Critical Rule: Security deposit checks made out to Blair Realty Group will NOT be accepted.

Verification: Verify with the listing agent to whom the security deposit check should be written.

➢ Payment Flow

Compensation will usually go to the lease listing brokerage first. The listing brokerage will then cut the funds to the tenant's brokerage.

Important: Security Deposit may NEVER be used to pay the leasing fee!

➢ Delinquent Agent Notice

NOTE: An agent who is delinquent in their office bill payment will not receive a commission check nor will Broker sign a CDA that does not reflect payment of office bill.

10.10 Property Management Policy (3rd-Party Requirement)

BRG agents are NOT to perform the duties of Property Management under Blair Realty Group LLC. This does not include working leases but the day-to-day duties of Property Management.

➢ What Property Management Includes

Property Management generally includes:

1. Fiscal Management - Financial affairs
2. Physical Management - Structure and grounds
3. Administrative Management - Files and records; including accepting rental payment each month on behalf of the Landlord

➢ Distinction from Leasing

Property Management is not purely leasing houses and collecting lease payment; but is a much higher level of responsibility. For example, a property manager must have relationships with insured tradespeople, etc.

➢ 3rd-Party Property Management

3rd Party Property Management is acceptable if this relationship is separate from BRG.

SECTION 11: COMMISSION STRUCTURE & FINANCIAL POLICIES

Overview: Blair Realty Group associates are compensated on a commission-only basis. The specific commission split, cap structure, and any related fees applicable to each associate are set out in that associate’s Compensation Addendum, which is incorporated by references into this Policies and Procedures Manual and the Independent Contractor Agreement.

Unless expressly stated in the associate's Compensation Addendum, nothing in this Manual is intended to guarantee a particular compensation structure, rate, or split. The Broker may, in its discretion, offer different Compensation Addenda to different associates based on experience, production history, or other business factors, and may modify available compensation plans prospectively with written notice.

11.1 Standard Commission Split (Split with CAP)

Blair Realty Group commission split:

- See Compensation Addenda

CAP Structure:

- CAP of $15,000
- Once you have paid brokerage $15,000, your split goes to 100/0 and a $350 transaction fee will apply for sales, $100 for leases
- CAP resets every January 1
- Agents who join after January 1 of their joining year will have a prorated CAP that will reset to zero January 1 of the following year

Mentor Program Exception: *(See Section 11.2)*

11.2 Mentor Program Commission (Additional 20%)

Agents in the mentor program will have the exception and have a split of:

- % going to agent (see Compensation Addendum)
- 20% going to the mentor program and mentors
- % going to BRG (see Compensation Addendum)

This applies to their first 3 sales (not rental) transactions or per the mentor contract. Agents portion maths as follows: Full Compensation minus BRG Split and Mentor Split.

11.3 CINC Lead Program Commission

(See Section 3.2 for full details)

CINC Leads have a different split since these are brokerage-paid leads:

- Standard Split: See Compensation Addendum
- Within Mentor Transactions: 50/50 split
- Mentee on Initial Sales: 30/70 split

11.4 E&O (Errors & Omissions) Insurance Fees

To keep agents from having to pay a deductible in the event of a lawsuit, there will be a $39 fee to each sales transaction (including personal property) that will be set aside to cover the cost of a deductible for agents at Blair Realty Group.

11.5 Agent-Owned Property Transactions

Agents are allowed one (1) waived Blair Realty Group split (See Compensation Addendum) in each rolling 12-month period. This waiver applies only to agent-owned properties and cannot be used for clients.

Example: If an agent is purchasing property for themselves as investment property or as a homestead, or if agent is selling their own investment property or homestead.

➢ Multiple Personal Properties in 12 Months

If an agent sells more than one (1) personal property within the same 12-month period:

- If not accepting compensation: The brokerage will charge $500
- If accepting compensation: The brokerage will charge the greater of $500 or the standard split will apply (plus 20% for agents in the Mentor Program within their first transactions, as defined in the Mentor Contract)

Note: Please see the "Listing" section for additional information regarding listing personal property.

11.6 Agent-Owned Rental (Lease) Properties

(I.E. Agents leasing out their own property or renting property for themselves)

The brokerage will charge the greater of $100 or % (see Compensation Addendum) of the lease commission equivalent.

11.7 Referral Commissions & Documentation

In case of referrals, the agent must supply:

- The Federal Tax ID number (or W9) of the company to which the referral is to be sent
- A copy of the Referral Form with company name, address, and referring agent's name

Why: This is necessary for us to issue 1099's at the end of the year.

Referral System: The BRG referral system is designed for ease and efficiency.

➢ Outgoing Referrals

1. Choose Agent: Choose the agent you wish to refer to
2. Confirm Availability: It is a good idea to contact that agent via phone to confirm their time availability for your client
3. Negotiate Fee: The referral fee is negotiable between agents

➢ Confirmation in Writing

Confirm the referral in writing by using the BRG Referral Form (found on the BRG Google Drive).

➢ Unassigned Referrals

If a referral comes into the office without the name of an agent, it will be assigned at the broker's discretion.

➢ Written Agreement & Commission Agreement

When a referral is established, either outgoing or incoming, make sure that:

1. The referral agent's commission is agreed to in advance and in writing
2. For the protection of our agents, it is our policy that a referral form be completed
3. A copy is uploaded to Skyslope with the address as the file name. Temporarily it can be the client name until the address is determined.
4. The CDA is uploaded once you know the final compensation amount, make sure this is in your commission notes

➢ Follow-Up Schedule

Establish a schedule to follow-up with the other agent.

➢ Payment Processing

Critical Rule: All referral commission checks must be issued to the Brokerage. Agents cannot pay a commission directly to another agent.

Documentation Requirement: If there is nothing in writing, commission cannot be distributed. All of this is done through Skyslope.

11.8 Relocation Transactions Policy

11.8.1 Mandatory Pre-Approval & Oversight

Definition of Relocation Transaction: A Relocation Transaction refers to any real estate purchase, sale, or lease involving a third-party relocation company, corporate relocation program, or employer-sponsored move in which referral fees, reporting requirements, or procedural guidelines are imposed by the relocation entity.

Mandatory Approval: All Relocation Transactions must be approved IN WRITING by Clint Nabors prior to any agreements being signed or executed, including (but not limited to):

- Listing agreements
- Buyer representation agreements
- Referrals or acceptance of relocation leads
- Any documents binding the brokerage to relocation terms

Critical Rule: NO AGENT IS PERMITTED TO INITIATE OR ENTER INTO A RELOCATION TRANSACTION WITHOUT PRIOR APPROVAL.

Why: There are significant IRS implications with relocation companies that could cost clients tens of thousands if done improperly. This is the primary reason for pre-approval and guidance through the process.

Oversight Provider: Clint Nabors is certified and experienced in relocation services and will provide oversight for the entirety of any approved Relocation Transaction.

11.8.2 Referral Fees & Commission Reductions

Fee Expectations: Most relocation companies require substantial referral fees, commonly ranging from 30-50% of the compensation.

BRG Protection:

- Agents must NOT negotiate or accept any referral fee obligation directly with a relocation company
- All referral fee agreements must be reviewed and approved by Clint
- Commission structures will be adjusted based on the remaining commission after referral fees are deducted
- Agents may partner with a certified relocation agent and additional splits can be negotiated on a case-by-case basis

11.8.3 Compliance & Risk Management

To minimize risk to Blair Realty Group and relocation agents, the following rules apply:

A. Documentation: All documents, agreements, and relocation company instructions must be submitted in Skyslope for record keeping
B. Deadline Compliance: Agents are responsible to meet strict deadlines set by relocation companies; missed deadlines may result in penalties of loss of commission
C. Verbal/Written Assurances: Agents may NOT make verbal or written assurances to relocation companies without approval
D. Procedure Failure: Failure to follow procedures may result in reassignment of the client or disciplinary action

11.8.4 Reassignment Authority

The brokerage reserves the right to reassign a relocation client to another agent if:

A. The agent fails to follow required procedures
B. The relocation company expresses dissatisfaction
C. The transaction requires specialized expertise beyond the agent's current experience
D. Broker or Clint determines reassignment is necessary to best protect all parties involved

11.9 Receipt of Miscellaneous Payments for Licensed Services

Agents may NOT have payments for services provided by the agent that require a license for that service made out to the individual agent.

Examples: Lease payments, buyer/seller agent compensation, Broker Price Opinions (BPO) (if approved to do so by Broker), apartment locating, client-paid showing fee, etc.

Correct Procedure: ALL monies must be submitted through the office that require licensing and the BRG Commission Split will apply

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SECTION 12: MONTHLY EXPENSES & FINANCIAL OBLIGATIONS

12.1 Office Fee ($100 Monthly)

The $100 monthly brokerage fee is due on the 1st of every month. Establishing autopay for the 1st of the month is the ideal setting for us.

12.2 Late Payment Penalties & Autopay Setup

Late Fee: A $25 late fee will be imposed on any payment received after the 5th of the month. Therefore, $125 will be due for any payment made after the 5th of the month. If late payment isn't paid in full by the last day of the month, the agent's license will be released back to TREC.

➢ Payment Processing

Monthly Payment will come from Skyslope Books. Please pay the invoice promptly or set up autopay with Jayne@BlairRG.com

➢ Communication is Key

If an agent does not think they can pay on time, COMMUNICATION IS KEY. Reach out to Jayne as soon as possible to find a solution.

12.3 Delinquency Procedures & CDA Hold

➢ Delinquent Office Bill

Any agent whose sponsorship is terminated by BRG due to delinquency or non-payment of office fees will be eligible for reinstatement at the Broker's sole discretion, As a mandatory condition of rejoining, the agent must:

1. Pay all prior outstanding balances in full;
2. Pay three (3) months of office fees in advance; and
3. Complete the full new agent onboarding process again, including all required paperwork and setup.

There is no guarantee of readmittance, and previous tenure or CAP status may be reset upon rejoining.

➢ CDA Hold

If a delinquent office bill exists, no CDA's will be signed which do not reflect payment of the office fee or any delinquencies.

➢ Returned Payment Penalty

All returned payment will be subject to a $35 charge for insufficient funds.

12.4 Board Fees (HAR) & Membership Dues

➢ HAR Membership Requirement

All sales agents at BRG must be a member in good standing with the Houston Association of Realtors (HAR).

➢ HAR Billing

HAR annual and quarterly dues are billed individually to agents. Please be on the lookout for those emails from HAR about payments or set up auto payments. This is not a brokerage fee, this is a fee directly from HAR and must be paid in order to continue to remain licensed under BRG.

Important: The annual fee is not taken out automatically if you set up autopay—only the quarterly fees are.

➢ Delinquency Consequences

The Broker will be notified of any delinquencies and will act accordingly. This may include removing sponsorship from BRG if dues are not paid and brokerage is penalized.

Critical: HAR MLS is shut off to the entire office if fees are not paid by all agents by a certain timeframe.

➢ Supra/eKey Access

- Once you have become a member of HAR, you must gain Supra/eKey (or any successor electronic lockbox approved by HAR or MLS) access as a condition of engaging in brokerage activities that involve property access.
- It must be activated before:
  - Showing properties to buyers or tenants
  - Hosting open houses
  - Conducting on-site listing appointments or previews that require entry through MLS-authorized lockbox
  - Performing any other brokerage services that involves opening a property secured by Supra or association approved lockbox.
- License holders may NOT:
  - Use another license holders key, code or login under any circumstances

- Share their own Supra/eKey, codes or access credentials with any other person, including agents, assistants, clients, contractors, or unlicensed individuals; or
- Provide property access to any person who is not accompanied or otherwise authorized consistent with association/MLS and the property-owner's instructions.

*License holders that do not have Supra/eKey access may not perform showings, host open houses, or otherwise access properties by lockbox on behalf of BRG until access is fully established. Failure to maintain active access, or any misuse of lockbox credentials, may result in loss of showing/open house privileges, fines from an association or MLS, and/or further disciplinary action up to and including termination of affiliation.

➢ TAR/TEXAS ASSOCIATION OF REALTORS

If you have not paid your HAR membership, Skyslope will lock you out of Texas Association of Realtors documents. TAR dues are paid with HAR. Therefore, you will not be added to Skyslope until you notify Jayne@BlairRG.com that you have paid your annual dues.

Important: Without paying your membership dues, you will not have access to documents vital to your business, access to scheduling showings, and more.

12.5 Personal Advertising & Compliance

Personal advertising and marketing of listings are the responsibility and at the expense of the agent. All personal advertising must meet all legal requirements and comply with TREC standards.

➢ BRG Logo Requirement

The Brokerage (Blair Realty Group) logo must be used on ALL advertisements. Not just "brokered by Blair Realty Group" or alike. Color usage is flexible but the use of the Logo is not.

Why: This policy is to prevent advertisements from misleading the consumer relevant to the National Association of REALTORS and Texas Real Estate Commission Code of Ethics.

➢ Phone Number Identification

We encourage you to use your direct line phone number on all advertisements and any other numbers which you consider your primary numbers. Properly identify all telephone numbers as office, direct, home office, cell, etc.

➢ TREC Compliance

Remember, all advertising must be TREC compliant, this includes social media. TREC Advertising Rules: Please see TREC's advertising rules here if you have any questions:

https://www.trec.texas.gov/article/trecs-advertising-rules-what-you-need-know

12.6 Withholding Taxes, Social Security & Medicare

The Federal Internal Revenue Service has rules that govern a real estate salesperson who is an independent contractor. Hence, it is necessary that the agent file and pay Income Tax and Social Security as an independent businessperson.

➢ Estimated Quarterly Taxes

Because of the high earnings of most of our agents, it will generally be necessary for the agent to file estimated taxes quarterly. It is recommended that each agent hire a competent tax consultant.

➢ 1099 Forms

The company will provide each agent with an annual statement of earnings in the form of a 1099.

➢ No Tax Withholding

The company will NOT deduct withholding taxes, social security taxes, or any other government taxes or fees from commissions.

➢ Contact Information Update

It is mandatory that your current contact information (mailing address, email, and phone number) remain up-to-date with BRG at all times. BRG will mail 1099 forms to the address on file by January 31st. BRG is not responsible for re-mailing 1099 forms if the agent's contact information is inaccurate, outdated, or causes the form to be returned as undeliverable. Agents must notify Jayne@BlairRG.com immediately of any address changes.

12.7 Tax Reporting & 1099 Forms

(See Section 12.6 above for full details on tax reporting)

SECTION 13: ADVERTISING & BRAND STANDARDS

13.1 Logo & Compliance Requirements

(See Section 12.5 for full logo requirements)

The Brokerage (Blair Realty Group) logo must be used on ALL advertisements.

13.2 TREC Advertising Rules

(See Section 12.5 for TREC advertising rules link)

13.3 Use of Photos & Videos (Office & Marketing)

Occasionally, BRG may take photos and videos in the office, at company events, trainings, client functions, and other brokerage-related events/activities.

By affiliating with BRG and participating in these activities, associates acknowledge and agree that:

➢ Usage Rights

BRG may use, display, reproduce, and distribute photos and videos that include their image or likeness in company marketing, including but not limited to the BRG website, social media, print materials, training materials, and internal communications.

➢ Perpetual Use

BRG is not required to remove or discontinue use of any photo or video that was lawfully created while the associate was sponsored by BRG, even if the associate later terminates sponsorship or leaves the company

➢ Former Associates

- BRG will not represent former associates as current agents in newly created marketing after their departure
- BUT: Existing materials, posts, historical content may remain in place, archived, or repurposed at BRG's discretion

➢ **Request for Review**

Associates who have a specific concern about a particular image may submit a written request for review but BRG reserves the sole discretion over whether to honor any such request.

13.4 Headshot Standards & Approval Process

(See Section 6.4 for full headshot standards)

13.5 Social Media & Online Activity Policy

(See Section 6.5 for full social media policy)

13.6 Artificial Intelligence (AI) Usage Policy

Associates may use AI tools (such as ChatGPT, Perplexity, Gemini, etc) to assist with drafting content, marketing materials and communications, BUT they must adhere to the following guidelines:

1. Verification Required: AI tools frequently generate factually incorrect information ("hallucinations"). Associates must manually verify every fact, figure, and claim generated by AI against reliable sources before publishing or sending.
2. Fair Housing Compliance: AI models can inadvertently produce biased or discriminatory language. Associates must review all AI-generated content for compliance with Federal and State Fair Housing laws before use.
3. No Private Data: Associates must NEVER input client confidential information (names, financial data, PII) into public AI tools, as this data may become part of the public domain.
4. Liability: The Associate remains solely responsible and liable for all content published or distributed under their name, regardless of whether it was generated in whole or in part by AI.

13.7 Copyright Protection

Associates must strictly respect intellectual property rights. Do not use images, videos, music, or text from the internet without written permission or a valid license.

SECTION 14: OPEN HOUSES

14.1 Open House Eligibility & Requirements

It is recommended that agents host Blair Realty Group listing open houses.

➢ All Agents - Requirements

To host open houses for agents in our office ALL agents must:

1. Be part of HAR/MLS
2. Have a subscription to eKey/Supra
3. Agree and sign open house agreements from Blair Realty Group (ask Leslie@BlairRG.com for Google Form)

14.2 Third-Party/Non-BRG Listing Open Houses

BRG is prohibiting third party (non-BRG listing) open houses because of SB1968 and the new section 1101.563 significantly increase the risk, documentation burden, and liability exposure when your agents host properties that are not listed with BRG. Hosting only BRG listings keeps supervision, written agreements, and agency relationships under one brokerage which is much easier to oversee and audit under this new law that took effect 1/1/2026.

14.3 Required Signage & Tools Checkout

(See Section 2.8 for full lockboxes and signs checkout procedures)

SECTION 15: ASSISTANTS & TEAM SUPPORT

15.1 Licensed & Unlicensed Assistants

All agents (Team leader, team member, licensed assistants, and unlicensed assistants) must sign the required contracts and addenda required by BRG.

Licensed Assistants: Licensed team members and licensed assistants must be licensed under the Agent's Broker of Record.

15.2 Assistant Responsibilities & Limitations

Team members, Licensed Assistants, and unlicensed Assistants are required to sign contracts acknowledging what they can and cannot do in performing their duties.

➢ Communication & Disclosure

All business cards and oral or written communication must disclose that they are a team member, licensed assistant, or unlicensed assistant and for whom.

➢ Agent Responsibility

The agent with whom they work is responsible for:

- Their conduct and actions
- Fees
- Fines
- Education

➢ Skyslope Addition

Assistants/Transaction Coordinators may be added to "Team" in Skyslope.

15.3 Team Member Contracts & Disclosure Requirements

(See Section 15.1 above)

15.4 Broker Approval for Team Assistant Addition

➢ Important Note

NOTE: The Broker will NOT sign to add a team member or licensed assistant to a team for a team lead who is delinquent with his/her office bill.

➢ Appropriate Communication

Only Agents/Assistants/Transaction Coordinators involved in a transaction should be reaching out to Leadership about the transaction. Other agents, family members, friends, etc. should not be reaching out to Leadership about compensation, contracts, etc. that are not a party to the transaction.

SECTION 16: OFFICE MEETINGS & ENGAGEMENT

16.1 Office Meetings (Attendance & Formats)

Office meetings will be kept to a minimum and attendance is HIGHLY encouraged but NOT required.

➢ Available Formats

We have options to attend meetings:

- In person
- Virtually through Google Meet (for most)
  - Certain classes may not be available virtually per the instructor
- Many are recorded to watch at your convenience on the BRG Portal or Google Drive

➢ Meeting Topics

The meetings will include, but not limited to:

- BRG Housekeeping
- Marketing ideas
- Legal issues
- Goal setting
- Brainstorming
- Upcoming events
- Educational topics
- Classes that relate to our profession
- Changes within our industry

Importance: Therefore, it is important for agents and assistants to attend the meetings if possible. If attendance is not optional, please watch recordings (if available).

➢ Scheduling

Please check the BRG Google Calendar for ALL meeting times, dates, and Google Meet links.

16.2 Recording & Access to Meeting Materials

Most meetings are recorded and available to watch at your convenience on the BRG Google Drive. This does not include all classes.

16.3 Booking Conference Rooms & Meeting Spaces

Contact: Message Jayne@BlairRG.com to book a conference room.

➢ Space Availability

If you see the space empty, please check with Jayne to verify the space is available for use and GET PERMISSION before taking over a space. This does not include the two flex areas of the office.

➢ Priority

Classes and closings will take priority, so please be patient.

SECTION 17: LEGAL MATTERS & REGULATORY ISSUES

17.1 Lawsuits & Legal Pleadings

Lawsuits can occur even when an associate has acted in good faith and followed best practices.

➢ Notification Requirement

If an associate is served with a complaint or any legal pleading in which a claim is made against the associate and/or Blair Realty Group, the associate must notify the broker in writing within 24 hours of first receiving notice.

➢ Documentation

Notification to the broker must include a complete copy of:

- Summons
- Petition/complaint
- Any other documents served

➢ E&O Notification

At the earliest possible time the claim is known, our Errors and Omissions (E&O) carrier must also be notified so coverage is not jeopardized.

17.2 E&O Insurance & Deductibles

➢ Deductible Coverage

Under the current E&O policy, the deductible is two thousand five hundred dollars ($2,500) per claim. This deductible will be paid by Blair Realty Group.

➢ Coverage Limits

Any amounts beyond policy coverage remain the associate's responsibility as provided in the ICA (Independent Contractor Agreement).

➢ Legal Representation

Attorneys may be retained to represent the brokerage's interests, and it is strongly recommended that the associate also consult with and, if needed, retain separate counsel to represent the associate's individual interests.

17.3 Regulatory Complaints (TREC, HAR, Government)

If an associate receives notice of a complaint, inquiry, or investigation from TREC, a local association/MLS, or any governmental agency, they must:

1. Notify broker in writing within 24 hours
2. Immediately provide copies of all correspondence so the brokerage can assist in responding and assess any risk to the firm

17.4 Notification Timeline & Documentation

(See Sections 17.1 and 17.3 above)

SECTION 18: LICENSE RENEWAL & CONTINUING EDUCATION

18.1 Active License Requirement

All sales agents at BRG must hold a valid Texas Real Estate license issued by the Texas Real Estate Commission.

➢ License Responsibility

Agents and Broker are billed individually for license renewal and are solely responsible for:

- Payment
- Processing the proof of renewal
- Obtaining necessary CE or SAE class hours required

➢ Tracking Hours

Please keep up with your TREC hours at TREC.Texas.gov.

Important: These renewals sneak up on you, so make sure your hours are done.

➢ BRG Action

BRG will terminate anyone whose license is not current.

18.2 Sales Apprentice Education (SAE) - First-Time Renewals

➢ SAE Requirements (Total)

If you are renewing for the first time, active or inactive, you must have:

- Total of 270 qualifying real estate course hours, consisting of:
  - Since October 1, 2023, these hours must include the 30-hour Real Estate Brokerage course to renew
  - So (2) TWO additional SAE 30-Credit Hour courses must be taken
    - SAE classes are the choice of the agent
- 4 hours of TREC's Legal Update I posted to your license record prior to submitting your renewal
- 4 hours of TREC's Legal Update II posted to your license record prior to submitting your renewal

➢ **Broker Responsibility Course**

You must complete the 6-hour Broker Responsibility course to renew if you have been made a supervisor by your broker or if you are a team lead or co-team lead or per TREC.

➢ **Certificate Submission**

Submit qualifying course completion certificates to TREC for courses at least 10 days before renewing your license. Typically, instructors will do this on your behalf, just check TREC to verify.

➢ **Duplicate Credit Restriction**

Qualifying credit will NOT be granted if you were previously given credit for a substantially similar qualifying course within a two-year period.

➢ **No Deferral Available**

You may NOT defer SAE requirements. Your license will not be renewed until you complete the required education.

18.3 Active Sales Agent Renewal Requirements (Post First Renewal)

➢ **CE Hours Required**

Complete 18 hours of approved Continuing Education (CE) courses:

- 8 hours of TREC Legal Update I and II
- 3 hours of contract-related coursework
- 7 hours of elective CE

➢ **Broker Responsibility Course**

Complete the 6-hour Broker Responsibility course as part of your 18 hours of CE if you have been made a supervisor by your broker.

➢ **CE Deferral Fee**

You must pay a $200 CE Deferral Fee (or any updated amount per TREC), or renew on inactive status if TREC records do not reflect completion of CE requirements at the time you submit your renewal application.

- Payment of the CE Deferral Fee before the expiration date allows you to remain active for an additional 60 days from your expiration date to complete CE requirements

➢ Late Renewal

If you late renew—up to six months after your expiration date—your license will be renewed on inactive status.

➢ Fingerprinting

If you have not submitted your fingerprints for TREC with a previous renewal or application, you must be fingerprinted for a criminal background check.

18.4 Inactive License Status

You may NOT renew your license on inactive status without completing CE. You cannot engage in real estate brokerage activity with an inactive license.

18.5 CE Deferral & Late Renewal Procedures

(See Section 18.3 above)

18.6 Fingerprinting & Background Checks

(See Section 18.3 above)

SECTION 19: TERMINATION & TRANSITION

19.1 Voluntary Termination Notice & Requirements

Occasionally, an agent may terminate his or her association with this office. When an agent terminates by choice, the circumstances surrounding the termination will dictate the disposition of business pending.

➢ Notice Requirement

The ICA states that this office must be notified in writing 1 day prior to the termination date. Notice of termination is sent to Jayne@BlairRG.com and Ashley@BlairRG.com. Once agent provides notice of termination, the terminating agent will have 48 hours before being fully deactivated from all BRG related systems including but not limited to email, CRM, drive, portal, etc.

➢ ICA Review

The terms and conditions for the ICA must be considered and followed.

19.2 Grounds for Immediate Termination

Grounds for immediate termination by BRG are included, but not limited, in the ICA. (See section 12.3 regarding requirements for reinstatement following termination for financial delinquency.)

19.3 Listing Disposition Upon Termination

The circumstances surrounding termination also dictate the disposition of listings.

➢ Listing Ownership

Listings are the property of the firm.

➢ When Agent Leaves in Good Standing With an Active Listing

However, when an agent leaves the company in good standing, the listings will be released to him or her, providing the seller wants the agent to continue servicing the listing.

➢ When Seller Elects to Stay with BRG

If the seller desires that the listing remain with BRG, it will be reassigned by the Broker to another agent or at Broker's discretion.

➢ Listings Under Contract

All listings under contract (in Option Pending, Pending Continue to Show, or Pending) will remain with and be processed under BRG.

19.4 Good Standing Releases & Reassignments

(See Section 19.3 above)

- ### **Client Reassignment and Referral Fee on Termination by Client**

If a Client terminates their relationship with a Blair Realty Group license holder (including termination of a listing agreement, buyer/tenant representation agreement, or other written service agreement), the Broker retains sole discretion to: (a) reassign the Client to another BRG license holder, or (b) decline to continue representing the Client.

When the Broker elects to reassign a terminated Client to another BRG license holder, the original license holder whose services were terminated may be paid a referral fee of up to thirty percent (30%) of the brokerage compensation actually received at closing, subject to the following conditions:

- Any referral fee is entirely discretionary and must be approved by the Broker in writing before or at the time of reassignment
- The exact referral percentage and any related terms will be determined by the Broker on a case-by-case basis and may be less than the 30% maximum.
- All referral fees will be paid by the brokerage through normal compensation disbursement procedures and will not be paid directly from one sales agent to another, in compliance with TREC rules.

The Broker's determination of whether to reassign a Client, and of any referral fee amount to be paid to the terminated license holder, shall be final and is not subject to appeal or separate negotiation with the Client or any license holder.

19.5 Pending Transactions & Option Contracts

(See Section 19.3 above)

19.6 Workplace Conduct & "Drama-Free Office" Policy

THIS IS A DRAMA FREE OFFICE.

If an agent is caught gossiping or bad-mouthing other agents or leadership, this can be grounds for immediate termination.

➢ **Conflict Resolution**

If there is a problem in the office, please address leadership as soon as it occurs. Things will be handled in the proper and timely manner.

SECTION 20: INDEPENDENT CONTRACTOR AGREEMENT

20.1 IC Status & Obligations

As an agent with BRG, you are an independent contractor. Therefore, it is important that you read and understand the terms and conditions of the Independent Contractor Agreement (ICA) and Statement of Understanding that is provided with this document.

20.2 Insurance Requirements

As an independent contractor, BRG provides each agent with Errors & Omissions (E&O) insurance coverage (required for each transaction).

Your Responsibility: It is your responsibility and obligation to obtain coverage for any other forms of needed insurance:

- Automobile
- General liability
- Personal property
- Etc.

20.3 Speculative Nature of Income

➢ **Disclaimer**

The success of an independent contractor in the real estate service business is speculative and will depend on many factors including, to a large extent, the contractor's independent business ability.

No contractor shall rely on any warranty or representation, express or implied, as to their potential success in the business.

SECTION 21: PRIVACY & CONFIDENTIALITY

21.1 Privacy Policy & Personal Information

(See full Privacy Policy beginning below)

21.2 Collection & Use of Personal Information

➢ How Is Personal Information Collected?

This company obtains personal information in the following ways:

1. In consumer reports from reporting agencies to which this company subscribes in connection with lease applications, loan applications, or for other reasons that the consumer may authorize this company to obtain
2. In lease applications a prospective tenant completes
3. In loan applications a borrower or buyer completes
4. In other real estate related forms the customer or client completes in or related to a transaction
5. In tax reporting forms that the customer or client is required to complete and which are given to this company

➢ Submission Methods

When completing the forms required above, the customer or client may send the information to this company by:

- Mail
- Email
- Personal delivery

➢ Personal Information Use

Personal Information from Prospective Tenants: The personal information that prospective tenants provide to this company is primarily used to:

- Obtain consumer reports (credit checks)
- Perform background checks
- Conduct rental history searches

The information in the consumer reports may be discussed with landlords for whom this company manages property. This company also reports information to credit reporting agencies and uses personal information to complete those reports.

If this company represents a prospective tenant in a lease transaction, the personal information may, on the tenant's behalf and with the tenant's knowledge, be discussed with and provided to landlords or their agents.

Personal Information from Clients:

When this company represents a person (buyer, seller, landlord, or tenant) in a transaction, the agent servicing the client may, on the client's behalf and at the client's instruction, convey personal information he or she provides to the agent to service providers (for example, mortgage lenders and title companies) as those service providers may require for the products or services the client needs or requests.

Discretion: BRG and its agents exercise reasonable discretion when discussing any personal information with others.

21.3 Protection & Access to Records

➢ How Is Personal Information Protected?

- Written files in this company are protected under lock and key
- Electronic records are protected under an access name and password assigned to persons in this company through Skyslope
- This company and its agents exercise reasonable discretion when discussing any personal information with others and releases personal information to others only as described by this policy
- This company does not permit its employees or agents to make copies of consumer reports or records of insurance claims
- The consumer reports retained in the company's files are not to be accessed in the future as a convenience to customers or clients

➢ Access Restrictions

The individual agents that work with this company are independent contractors and the agent with whom a customer or client works with may maintain a separate transaction file. The company instructs its agents not to permit other persons to access the personal information in files the agents maintain. The company instructs its agents to protect the personal information in the agents' files in the same manner as described in this policy.

➢ Who Has Access to Personal Information?

The following persons have access to personal information in this company's files:

1. The agent who is servicing or coordinating the transaction
2. The Broker/Owners
3. The office manager of the company

Property Owners: Property owners for whom the company manages properties do not have access to personal information in the company's files. However, the company and its agents may discuss the information in a tenant's consumer report or lease application with a property owner.

Copies to Landlord: Copies of such information are provided to the landlord only:

- (1) With the tenant's consent, OR
- (2) If the company ceases to be the property manager and the landlord requests that the files be sent to the landlord, the landlord's attorney, or the new property manager

Transaction Information: Personal information from a buyer, seller, landlord, or tenant may be discussed with others (such as mortgage lenders or prospective landlords) only as is reasonably necessary to negotiate or close the transaction or to provide the services the customer or client seeks from this company.

At Client Request: This company may, at the customer's or client's request, provide personal information to service providers in a transaction such as a title company or mortgage company if it is necessary to expedite or complete a transaction.

Legal Requirements: If the company is required by law to allow others to access the personal information in the company's files, the company will comply with the law (for example, compliance with court orders, subpoenas, or governmental investigations). The company will also allow law enforcement agencies access to personal information to cooperate with such investigations.

21.4 Data Disposal & Shredding

Personal information is disposed of by shredder. BRG maintains a shredder in the office located next to the printer.

21.5 Erroneous Records & Correction Procedures

If this company erroneously reports information to a consumer reporting agency, the company will:

1. Act to correct the information in the company's records
2. Request the reporting agency to correct the information in its records promptly after the company has learned and determined that the report was in error

➢ Dishonored Check Records

If this company maintains an erroneous record that a consumer has issued a dishonored check, the company will promptly delete the record after:

- The company and consumer agree that the information is in error, OR
- The consumer provides the company with a law enforcement agency report stating that the dishonored check was not authorized

➢ Notice

This company asks any person who provides personal information to this company or one of its agents to identify the information at that time as "personal information."

21.6 Employee Non-Disclosure Agreement (NDA)

Article I: Scope of Agreement

This Agreement acknowledges that certain confidential information, trade secrets, and proprietary data ("Confidential Information") of or regarding the Company may be discussed between Employee and the Company (collectively known as the "Parties").

The provisions set forth in this Agreement define the circumstances in which the Employee can and cannot disclose Confidential Information and include the remedies, penalties, and lawful action the Company may take should such information be used or disclosed by the Employee.

Both Parties agree that it is in their best interests to protect the Company's Confidential Information and that the terms of this Agreement create a bond of trust and confidentiality between them.

Consideration: In consideration of Employee's commencement of employment or continued employment with the Company, the Parties agree as follows:

Article II: Confidential Information

A. Definitions

Confidential Information is any material, knowledge, information, and data (verbal, electronic, written, or any other form) concerning the Company or its businesses not generally known to the public consisting of, but not limited to:

- Inventions, discoveries, plans, concepts, designs, blueprints, drawings, models, devices, equipment, apparatus, products, prototypes
- Formulae, algorithms, techniques
- Research projects
- Computer programs, software, firmware, hardware
- Business, development, and marketing plans
- Merchandising systems
- Financial and pricing data
- Information concerning investors, customers, suppliers, consultants, and employees
- Any other concepts, ideas, or information involving or related to the business which, if misused or disclosed, could adversely affect the Company's business

B. Exclusions

Information shall NOT be deemed Confidential Information, and the Employee shall have no obligation to keep it confidential if:

(i) The information was publicly known
(ii) The information was received from a third party not subject to the restrictions of this Agreement and becomes available to Employee through no wrongful act or breach of Agreement on their part
(iii) The information was approved for release by the Employer through written authorization

C. Period of Confidentiality

Employee agrees not to use or disclose Confidential Information for their own personal benefit or the benefit of any other person, corporation, or entity other than the Company during the Employee's employment with the company or any time thereafter.

D. Limitations

Employee shall limit access to Confidential Information to individuals on a strictly need-to-know basis, involving only those who are carrying out duties related to the Company and its business.

Individuals under the Employee's command (affiliates, agents, consultants, representatives, and other employees) are bound by and shall comply with the terms of this Agreement.

E. Ownership

All repositories of information containing or in any way relating to Confidential Information are considered property of the Employer. The removal of Confidential Information from the Company's premises is prohibited unless prior written consent is provided by the Company. All such items made, compiled, or used by the Employee shall be delivered to the Employer by the Employee upon termination of employment or at any other time as per the Employer's request.

Article III: Inventions

A. Prior Inventions

Any inventions created or conceptualized by the Employee prior to signing the Agreement are excluded from the provisions herein.

B. Ownership of Inventions

Inventions constructed while under the Company's employment are the sole property of the Company except those described under subsection (C) of this section.

C. Personal Inventions

Inventions developed by Employee on their own personal time not constructed on Company property, and that were not created using any Company materials, equipment, technology, or information, are exempt from the provisions of the Agreement.

Article IV: Entire Agreement

A. Previous Agreements

This Agreement constitutes the entire agreement, and the signing thereof by both Parties nullifies any and all previous agreements made between Employer and Employee.

B. Modifications and Amendments

No modifications, amendments, changes, or alterations can be made to the Agreement unless in writing and signed by authorized representatives of both Parties.

C. Successors and Assigns

This Agreement shall be binding upon the successors, subsidiaries, assigns, and corporations controlling or controlled by the Parties. The Company may assign this Agreement to any party at any time, whereas the Employee is prohibited from assigning any of their rights or obligations in the Agreement without prior written consent from the Company.

Article V: Nature of Relationship

A. Non-Contract

The Agreement does not constitute a contract of employment, nor does it guarantee continuing employment for the Employee.

B. Non-Partner

The Agreement does not create a partnership or joint venture between Company and Employee. Any financial arrangements made between both Parties shall not be included in this Agreement but must be disclosed in a separate document.

Article VI: Severability

Any provision within the Agreement (or any portion thereof) deemed invalid, unlawful, or otherwise unusable by a court of law shall be dissolved from the Agreement, and the remainder of the Agreement shall continue to be enforceable. A severed provision shall not alter the integrity of the Agreement, and the terms set forth in any severed provision shall be construed in such a way as to interpret the purpose for which it was drafted.

Article VII: Governing Law

This Agreement shall be governed in accordance with the laws of the State of TEXAS.

Article VIII: Immunity

Disclosing Confidential Information to an attorney, government representative, or court official in confidence while assisting or taking part in a case involving a suspected violation of law is not considered a breach of this Agreement.

Should the Employee be required to disclose Confidential Information by law, the Employee shall provide the Employer with prompt notice of such request.

Article IX: Breach of Agreement

A. Cause for Action

Employee understands that the use or disclosure of any Confidential Information may be cause for an action at law in an appropriate court of the State of TEXAS or any State of the United States, or in any federal court and that the Employer shall be entitled to an injunction prohibiting the use or disclosure of the Confidential Information.

B. Indemnification

Employee understands and agrees that if the use or disclosure of Confidential Information by them or any affiliate, employee, or representative of the Employee causes damage, loss, cost, or expense to the Company, the Employee shall be held responsible and shall indemnify the Company.

C. Injunctive Relief

The Employee understands and agrees that the use or disclosure of Confidential Information could cause the Company irreparable harm, and the Company has the right to pursue legal action beyond remedies of a monetary nature in the form of injunctive or equitable relief. This may be in addition to any other remedy, penalty, or claim the law can provide.

D. Notice of Unauthorized Use or Disclosure

The employee is bound by this Agreement to notify the Company in the event of a breach of agreement involving the dissemination of Confidential Information, either by the Employee or a third party, and will do everything possible to help the Company regain possession of the Confidential Information.

Article X: Prevailing Party

In a dispute arising out of or in relation to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees, costs, and necessary expenditures.

SECTION 22: ACKNOWLEDGMENT OF RECEIPT

22.1 Signature & Date Confirmation

By signing this page, agents and associates acknowledge that they have read and understand and will abide by the statements outlined in our Blair Realty Group's Policies and Procedures Manual.

By: (signature) ___________________________________

Acknowledged By: ________________________________
Blair Realty Group

CLOSING MESSAGE

Thank YOU! We value you as a member of our office. Should you have any ideas or suggestions to help make our office a more pleasant environment or a more efficient office, please see a member of the leadership team. We will work together as a team, and we are here to help you in any way we can.

Since there are constant changes in our business, leadership reserves the right to alter this document of policies and procedures at will and without prior notice or consent.

Everything included within this Policy and Procedure Manual is to protect the brokerage as a WHOLE and not meant to constrict the production of any agent.

Updated December 31, 2025