

IDAHO



REAL ESTATE

**OFFICE
POLICIES
&
PROCEDURES**

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Introduction

The following Policies and Procedures have been created to ensure that every associate engages in business in such a way that promotes the utmost manner of professionalism of Idaho Life Real Estate.

These Policies and Procedures expand upon and are an extension of the Independent Contractor agreement. They have been created to serve as guidelines for our associates' use in daily real estate business activities.

While we have attempted to provide a comprehensive set of guidelines, this manual cannot be all inclusive and there will be times when an issue not included in this policy must be resolved by Idaho Life Real Estate.

This is a living document and it will be interpreted, added to and changed by Idaho Life Real Estate as necessary and appropriate. Changes will be published as handouts to all associates and discussed in meetings.

Each associate will acknowledge receipt, understanding and agreement to comply with these Policies and Procedures as well as any future changes.

1. Professionalism and Integrity

Associates are expected to serve clients and customers professionally and with the highest standard of conduct, integrity, competence and courtesy.

Associates will observe and follow the Code of Ethics as set forth by the National Association of REALTORS® in their daily business activities unless it is in conflict with Idaho law.

Associates shall never engage in negative discussion about other associates from Idaho Life Real Estate or from another Company. Always speak as though you are being recorded.

Associates will dress professionally when serving the public in real estate transactions and when representing Idaho Life Real Estate.

2. Idaho Real Estate License Law

Associates are expected to be knowledgeable of and strictly adhere to all Idaho Real Estate License Laws, Rules & Guidelines.

Associates will maintain a current real estate license, meeting all Continuing Education requirements as established by the Idaho Real Estate Commission. The associate is responsible for all applicable fees and dues.

Evidence of CE Compliance and license renewal shall be provided to the designated broker no later than fifteen (15) days prior to the applicable renewal date.

Each associate will maintain mandatory Errors & Omissions Insurance as set forth by the Idaho Real Estate Commission and is responsible for all applicable fees.

Evidence of Errors & Omissions Insurance renewal shall be provided to the designated broker no later than ten (10) days prior to the applicable renewal date.

3. Affiliation Requirements

Idaho Life Real Estate is a member of the National Association of REALTORS®, the Idaho Association of REALTORS®, and the local Association of REALTORS®.

Each associate shall become a member of the National Association of REALTORS®, the Idaho Association of REALTORS®, and the local Association of REALTORS® and is responsible for all applicable dues and fees.

Associates shall uphold the Code of Ethics set forth by the National Association of REALTORS® in all real estate business activities unless it is in conflict with Idaho law.

4. Independent Contractor

It is the policy of Idaho Life Real Estate to associate with its licensees as independent contractors. While the exact terms of the relationship are covered in the contract, these are a few of the terms which apply to being an independent contractor.

All income taxes, federal and state, are the responsibility of the licensee. Idaho Life Real Estate does not withhold or pay Social Security tax.

Independent contractors are not covered under state or federal unemployment laws.

Idaho Life Real Estate does not pay unemployment taxes on licensees' earnings.

As independent contractors are exempt from worker's compensation laws, Idaho Life Real Estate does not cover licensees under its worker's compensation insurance policy.

5. Automobile

The associate will use his or her personal automobile in the course of daily real estate business activities. The automobile must be clean and maintained in good operating condition in order to promote the professionalism of the associate as well as Idaho Life Real Estate.

Associates shall at all times carry for their automobiles liability insurance with coverage for personal injury as well as property damage. Idaho Life Real Estate shall be named as an additional insured in the policy. Evidence in the form of the certificate of insurance

policy shall be provided to Idaho Life Real Estate within fifteen (15) days of receipt of these Policies and Procedures.

While conducting real estate business, each associate will ensure that all passengers wear seat belts as required by Idaho law and that all children 6 years of age or younger be properly restrained in an appropriate child safety restraint as required by Idaho's Child Passenger Safety Law.

7. Fair Housing

All associates will act in accordance with and stay well informed as to the requirements imposed by state and federal fair housing laws. Associates will not discriminate against a person in making a real estate related transaction available or in the terms or conditions of a real estate related transaction because of race, color, religion, sex, handicap, familial status or national origin.

Associates will not make, print or publish any notice, statement or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin.

Associates will not encourage or discourage another from moving into any area because of the race, color, religion, sex, handicap, familial status or national origins of the current residents.

Associates will not induce or attempt to induce another to sell or rent a property by making express or implied representations regarding the entry or prospective entry into a neighborhood of a person or persons of a particular race, color, religion, sex, handicap, familial status or national origin.

Fair Housing laws and rules can be found at:

www.hud.gov/offices/fheo/FHLaws/yourrights.cfm

8. Antitrust

Associates must never suggest to a buyer or seller that any kind of standard commission rate exists. Each Company sets its commission independently.

Under no circumstances will an associate discuss with any individual from another Company commissions, fees, charges, or any other business practices of Idaho Life Real Estate.

Discussion of boycotting another Company or its associates will not be tolerated by Idaho Life Real Estate.

These acts fall under Antitrust laws and subject the individual and Idaho Life Real Estate to severe civil and criminal penalties.

9. Harassment

Idaho Life Real Estate prohibits harassment of or by any associate, customer or client because of age, disability, race, color, sex, national origin, or religion.

Sexual harassment is a form of discrimination and is expressly prohibited by Idaho Life Real Estate.

No associate will sexually harass another person by making unwelcome sexual advances or by demonstrating verbal or physical conduct of a sexually suggestive nature.

No associate will create an intimidating, hostile or offensive working environment by such conduct.

Any associate who is found to have harassed another person will be subject to disciplinary action including contract termination.

This policy applies equally to all associates, whether licensees or employees.

Associates who receive or witness threatening, harassing or improper communications will immediately report the situation to the broker.

10. Grievances

Idaho Life Real Estate maintains a comfortable and happy working environment for all employees and associates. Every employee and associate is encouraged to speak to the

broker directly about any concerns, complaints or problems they may be experiencing within Idaho Life Real Estate.

All grievances will be handled as confidentially as possible and investigated as promptly as possible.

Idaho Life Real Estate does not tolerate retaliation against any associate or employee for filing a complaint.

11. Ability to Bind Company

Associates shall have the authority to sign listing agreements and buyer representation agreements on behalf of Idaho Life Real Estate. *This is the only means with which associates will have the authority to obligate or bind Idaho Life Real Estate.*

All other agreements obligating Idaho Life Real Estate shall be made exclusively by the broker.

12. Sales Meetings

Sales meetings are held by Idaho Life Real Estate to benefit our associates. While attendance is voluntary, it is highly encouraged. We will always cover educational topics designed to help better your skills as an effective real estate professional. Associates are encouraged to request specific topics that may be of particular interest.

13. Associate Expenses

Associates are responsible for personal business expenses including but not limited to errors and omissions insurance, license fees, trade association memberships (NAR, IAR, local Associations and Boards, MLS), business cards and advertising.

14. Agency

Idaho Real Estate License Law requires that a licensee furnish a prospective buyer or seller with the Agency Disclosure Brochure at the first substantial business contact.

Failure to do so is a violation of Idaho real estate license law and will be subject to disciplinary action.

It is the policy of Idaho Life Real Estate that its associates shall act as single agents when representing either the buyer or the seller, or as limited dual agents when representing both the buyer and seller client of Idaho Life Real Estate with the written consent of both buyer and seller.

As the listing agency, Idaho Life Real Estate will cooperate with and pay a fee to any selling agent who brings a contract acceptable to the seller according to the terms of the Exclusive Seller Representation Agreement. A selling agent may be (a) a buyer's agent; (b) a limited dual agent; or, (c) a non-agent.

When listing a property, disclosure must be made to the seller that Idaho Life Real Estate allows limited dual agency with consent from all parties if a buyer client decides to purchase a seller client's property, with or without dual agency.

In the case of limited dual agency with unassigned agent, Idaho Life Real Estate and its agents cannot advocate on behalf of one client over the other, and cannot disclose confidential client information concerning price negotiations, terms or factors motivating the client/ buyer to buy or the client/seller to sell.

In the case of limited dual agency with assigned agent, the broker of Idaho Life Real Estate may assign individual agents within the brokerage to be "assigned agents" to act solely on behalf of each client and they cannot disclose confidential client information concerning price negotiations, terms or factors motivating the client/ buyer to buy or the client/seller to sell. The broker is always a limited dual agent for both clients and ensures the assigned agents fulfill their duties to their respective clients.

When representing a buyer, Idaho Life Real Estate will represent the buyer as an Exclusive Buyer's Agent and will seek compensation from the transaction according to terms agreed to in the Exclusive Buyer Representation Agreement.

Idaho Life Real Estate will offer non-agency (or customer relationships) to buyers or sellers under certain circumstances.

15. Commissions

Compensation for professional service rendered by the associate, an independent contractor, is on a commission basis only. No advance commissions will be made to the associate by Idaho Life Real Estate.

Commission amounts are negotiated between Idaho Life Real Estate and the associate and are reflected in the Independent Contractor agreement along with the respected attached Exhibit A.

Commissions from sellers, commissions from buyers, referral fees, transaction fees, broker price opinions and any other compensation for services requiring a real estate license must be paid to broker. No exceptions.

Associates will make full written disclosure to all parties for the acceptance of any fees.

Commission checks will be issued to the associate by the end of the second business day Idaho Life Real Estate receives the gross commission check from the title Company and verifies that the transaction file is complete within Skyslope. No commission checks will be issued without these conditions being met.

Associates shall not reduce commissions without the written consent of the broker.

Any unauthorized commission or fee reductions by an associate shall be reimbursed to Idaho Life Real Estate by the associate.

Any expenses owed to Idaho Life Real Estate by the associate (to include unauthorized commission reductions) will be deducted from the commission due the associate. A statement of accounting will be provided.

16. Referrals

A referral fee may only be paid to Idaho Life Real Estate. When a referral is sent to or received from a cooperating broker, the referral agreement must be in writing and include the client's name and contact information, amount of the referral fee and complete broker and associate information, including license numbers, for both the referring broker and the broker receiving the referral. It must be dated and signed by both brokers. If there is no written agreement, an associate will likely be unable to collect a referral fee.

Idaho Life Real Estate strictly prohibits the payment of kickbacks and unearned fees. This includes gifts or anything else that may be of value.

Idaho Life Real Estate strictly prohibits payment of commission or referral fees to unlicensed persons or entities unless they are party to the transaction.

17. Confidentiality

All records and conversations between associates, broker and associates, and associates and parties to the transaction, are considered confidential. No files shall be removed from this office and no information obtained while working for Idaho Life Real Estate shall be used to the detriment of the brokerage.

Associates are never to discuss confidential client information without consent of the principal. Associates will take particular care not to make offhand comments about a client's situation, personal or otherwise, or property in a way which could be considered a violation of confidentiality. Associates are obligated to honor the confidential information of every client or customer even after the agency relationship is terminated.

Office files of listings and pending sales are confidential and will be kept by Idaho Life Real Estate to guard against unauthorized sharing of this information. Access to this information shall be limited to the associate working with the party.

Unauthorized use or disclosure of confidential information will not be tolerated.

18. Adverse Material Facts

Idaho Statute mandates disclosure of any and all adverse material facts actually known or which reasonably should have been known by the licensee.

An adverse material fact is defined by Idaho Real Estate License Law and Rules as "a fact that would significantly affect the desirability or value of the property to a reasonable person or which establishes a reasonable belief that a party to the transaction is not able to or does not intend to complete that party's obligations under a real estate contract."

This includes environmental hazards affecting the property, a physical condition which would adversely affect the value of the property, material defects in the property or title to the property or material limitation of the party's ability to perform under the terms of the contract.

When a disclosure is made, the associate must ensure it is made in writing to all parties to the contract and that written acknowledgement is received from the parties. If obtaining all signatures is not possible, the associate is to document the disclosures made, to whom, and the date and time of said disclosures. This documentation is to be turned in to the broker.

All associates are expected to be knowledgeable of and act in accordance with this law.

19. Seller's Disclosure

Associates working with the seller will ensure that all sellers complete a Seller's Property Disclosure Statement on every listing, including properties listed for sale "AS IS".

Exceptions include new construction not complete at the time of listing, bank-owned property and a few others. All exceptions will be presented to the broker for approval.

Associates are not to assist a seller in filling out the Seller's Property Disclosure under any circumstance.

20. Lead Based Paint

U.S. Department of Housing and Urban Development (HUD) requires that every seller of residential property built prior to 1978 disclose to the potential buyer/tenant the possibility for or the existence of lead based paint on the property and that the buyer be given the opportunity for inspections for lead based paint.

Associates must strictly comply with the terms of the federal lead based paint disclosure statute. When a property built before 1978 is involved, associates are to ensure that every buyer/tenant receive a copy of the pamphlet "Protect Your Family From Lead In Your Home" and the Lead Based Paint Disclosure Addendum filled out by the seller.

Buyer initials or signatures are required to acknowledge receipt of notice and associates are also required to initial and sign receipt.

Federal penalties for failure to comply with the statute are significant and include fines of up to \$10,000 per occurrence.

All associates are expected to be knowledgeable of and act in accordance with this law.

HUD Lead Based Paint Information and Brochure can be found at:

21. Use of Experts

An associate is not to go beyond his or her area of expertise regarding a transaction and should advise the use of an expert where appropriate.

When making recommendations for the use of experts, associates will not recommend just one expert in a particular area. Recommendation of a specific expert could lead to unnecessary liability.

Whenever giving a recommendation, the policy of Idaho Life Real Estate is to give the names of three experts in each field and letting the customer or client make the choice. Associates are not to assist in the making of this choice. Whenever possible, have the client or customer give you his or her choice in writing. If this is not possible, associates are to document choice of the customer or client along with the date and time the recommendation was made.

22. Personal Purchases and Sales

When an associate buys or sells real estate, the seller or buyer must be informed in writing that the associate is a real estate licensee in the state of Idaho and is working in his or her own best interest.

When purchasing or selling real estate, an associate *may not* represent him or herself as a *non-agent*.

ALL transactions must be conducted through the brokerage. Failure to do so is a violation of Idaho Real Estate License Law.

--If an associate chooses to buy a "For Sale by Owner" home, the transaction must be processed through Idaho Life Real Estate.

--If an associate chooses to sell a home "For Sale by Owner," the transaction must be processed through Idaho Life Real Estate.

Associates buying or selling real estate shall pay Idaho Life Real Estate a fee in accordance with the independent contractor agreement.

23. Company Records

Associates will immediately upon creation submit all offers to purchase, rejected offers, and listing contracts into Skyslope. Associates are to ensure all required forms are submitted and categorized into Skyslope as the transaction progresses.

Associates will immediately upon receipt turn in to Idaho Life Real Estate all earnest money checks--even for offers pending acceptance.

Listing and sales files will be established and maintained in Skyslope.

24. Listings and Offers to Purchase

All listings will be taken in Idaho Life Real Estate's name and are subject to the broker's approval.

Idaho Life Real Estate accepts exclusive right to sell listings only. Other types of listings may be accepted on a case by case basis and are subject to the broker's approval.

Listings may be cancelled or withdrawn subject to the broker's approval.

Sellers will be furnished with a copy of the listing agreement and all other listing forms immediately upon signing.

Copies of offers to purchase, addenda and any other forms related to the offer to purchase, shall be provided to the buyer immediately upon signing.

Associates receiving offers to purchase shall promptly deliver them to the sellers.

All listing agreements, buyer representation agreements and offers to purchase must be in writing in accordance with the Statute of Frauds. No exceptions will be made.

25. Earnest Monies

All earnest monies and other consideration received by an associate must be *immediately* turned in to the broker in accordance with Idaho real estate license law. No exceptions will be made. Idaho Life Real Estate prefers that buyer's to deliver earnest money directly to the title company.

26. Disbursement

Disbursement of earnest money deposits will be made when the transaction closes or terminates in accordance with the agreement signed by all parties. If a transaction terminates, a release of earnest money must be signed by all parties before earnest money will be returned.

If the broker does not believe it is reasonably possible to disburse disputed funds, the broker may hold the funds in Idaho Life Real Estate's trust account until ordered by a court of proper jurisdiction to make a disbursement.

27. Showing Property

Associates will be on time for scheduled showings. If it appears that you will be running behind, always call to let the party know that you will be running behind. If you are unable to show the property, always call to let the party know.

An associate should always knock before accessing the key in the lockbox.

Associates will leave everything as found, including lights, interior door locks, etc.

Associates will be sure to secure the property when leaving and replace the key in the lockbox.

28. Associate Safety

It is important that all associates be aware of safety risks and take precautions as necessary.

Associates should schedule all initial meetings with prospects at a public setting such as a coffee shop or in the office. If that is not possible, always take another person along.

Associates should always take another person along when meeting a prospect at a vacant house.

An associate should always drive his or her own vehicle to show property and let someone at the office or at home know where he or she will be showing property.

If something doesn't feel right or look right, associates should trust their instincts and remove themselves from a situation.

29. Cooperation

In order to give sellers the widest possible exposure for their properties, Idaho Life Real Estate will cooperate with and compensate other brokers.

Idaho Life Real Estate cooperates and compensates all types of cooperating brokers at the same level of cooperative compensation.

30. Handling Client/Customer Complaints

When an associate receives a complaint, it should be well documented and placed in the transaction file. A copy is to be immediately delivered to the broker.

If practical, the associate will be the primary contact person to handle the complaint with any assistance needed from the broker. If for some reason the complaint cannot be handled by the associate, it will be handled by the broker.

The key factor in handling complaints is to listen to the caller's complaint. Many times simply listening to the complaint goes a long way toward alleviating the frustration of the caller. It is important to handle an upset caller with courtesy and care. Try to get all the necessary information from the caller's perspective and document the conversation in writing. Assuring the caller that the matter will be investigated and that he or she will be contacted by a certain date or time with the results is a good way to end the call. The caller should always be told what action can be expected and in what time frame. Then, be sure to follow through.

31. Legal Advice

Associates will not give legal advice or offer opinions regarding legal rights or obligations of a client or customer. Associates are to instruct clients and customers to contact an attorney for any legal advice needed.

32. Tax Advice

Associates will not give tax advice to a client or customer, including advice pertaining to deductions, exemptions, and/or tax liabilities resulting from the purchase or sale of real estate. If a tax question arises beyond the scope of real estate practice, and an explanation is asked for, the associate is to suggest the party consult an attorney, tax accountant or other appropriate expert having expertise in the area addressed by the client's or customer's question.

33. Reporting Procedures

Associates are to *immediately* report problems to the broker that pertain to:

- Client or customer complaints involving real estate transactions
- Civil or administrative actions involving real estate transactions
- Party default under an accepted agreement
- Threatened legal action involving parties to a real estate transaction
- Automobile accidents occurring during the performance of real estate services
- Criminal charges against the associate
- Acts of discrimination committed by associates or parties to transactions
- Unresolved disputes between associates, within or outside the office
- Injuries within the office or while in performance of real estate services
- IREC or Local Board/Association contacts concerning disciplinary actions

34. Advertising

No property will be advertised without a signed listing agreement on file with the broker.

All advertising must contain the company's licensed business name (Idaho Life Real Estate) and Company logo. No advertising shall be in any way misleading in nature.

In the interest of avoiding consumer confusion regarding the commission rates or fees available, Idaho Life Real Estate prohibits the advertising of commission rates or fees by Associate.

An associate advertising his or her own property for sale, lease, or exchange shall disclose his or her status as a salesperson or broker, and as the property owner by placing the words "owner/agent" in the advertisement.

Associates shall ensure that all advertising contains accurate claims and representations, and fully states factual material relating to the information advertised. Associates shall not misrepresent facts or create misleading impressions.

Associates will be responsible for the cost of all advertising, including business cards, listing brochures, signs, sign riders, directional signs, pending, sold signs and any other materials used by an associate in the course of real estate business.

Yard signs and posts will be used in the format and design prescribed by Idaho Life Real Estate. There will be no exceptions to this policy.

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

Sale Pending signs may be posted with the seller's permission only. They may be posted after the acceptance of an offer to purchase but before all contingencies have been lifted.

Sold signs may be posted with the seller's permission only. They may be posted only after all contingencies of the offer have been waived or satisfied.

Signs must be removed from the property the same business day of expiration, withdrawal or cancellation.

35. Internet & Social Media

The internet and social media can be powerful and beneficial tools in the real estate business. When properly used, the internet is an excellent resource for access to and delivery of information. However, access to the internet also carries with it significant

risks and potential problems including the non-secure transfer of data and non-reliability and accuracy of information found on the internet.

It is the policy of Idaho Life Real Estate that all advertising appearing on the internet or on social media sites must be approved by the broker.

All advertising appearing on the internet or on social media sites must contain the company's licensed business name (Idaho Life Real Estate) and Company logo. *This information must be on each viewable page of advertising media.*

Online advertising will not be in any way false or misleading in nature.

All advertising must remain current. A current listing agreement is required at any time a property ad appears on the internet. If a listing expires, the advertising will be removed on the same business day.

Price changes and other changes to the listing will not be advertised without written consent of the principal.

Associates will follow the terms and conditions of use established by each venue used for social networking or other online activities.

Associates will not post information or conduct any online activity that may violate local, state or federal laws or regulations.

Every associate will ensure that his or her social networking and other online conduct is consistent with all policies contained in this manual. Swearing and the use of vulgar or inappropriate language will not be tolerated.

It should be a goal of each associate to build a reputation of trust and integrity among agents, clients, customers and the public. Associates are the face of Idaho Life Real Estate and will conduct themselves professionally.

Associates are *never* to disclose any confidential client information.

In online social networks, the lines between personal and professional are blurred. Each associate creates a perception about Idaho Life Real Estate and about his or her professional expertise just by identifying himself or herself as a representative of Idaho Life Real Estate. Be sure that all content associated with you is consistent with maintaining your professional image as well as the image of Idaho Life Real Estate.

Each associate is responsible for what he or she posts on social media and other internet sites, whether personal or professional, and should be mindful that *all* online posts are discoverable.

Even if an associate sets appropriate privacy settings on certain sites, that does not mean that someone with access will not share information with someone to whom access was not granted. Do not expect others to keep posted information secret. If it's not something you want everyone to see, do not post it. A good rule of thumb is if you can't show it to your mother or a judge, don't post it.

Duplication of copyrighted software is a violation of the Federal Copyright Law. All software installed must be properly licensed. Idaho Life Real Estate will not tolerate any associate making or importing or conveying unauthorized copies of software.

Copyright infringement is illegal. Associates will not duplicate, publish or distribute copy written by another.

36. Do-Not-Call List

Under the Idaho Telephone Solicitations Act and Federal Law, it is unlawful for telemarketers to call Idaho phone numbers registered on the Federal Trade Commission's National Do Not Call Registry.

All associates are expected to be knowledgeable of and act in accordance with this law.

For more information, please visit the following websites:

<http://business.ftc.gov/documents/alt129-qa-telemarketers-sellers-about-dnc-provisions-tsr>

<http://www.ag.idaho.gov/consumerProtection/telephoneSolicitors/telephoneSolicitorIndex.html>

37. Federal CAN-SPAM Act of 2003

This Act applies to all “commercial emails,” defined as “any electronic mail message the primary purpose of which is the commercial advertisement or promotion of a commercial product or service.”

The Act prohibits false or misleading header information and deceptive subject lines. It requires the message to be identified as an ad and the inclusion of a return email and physical postal address and an “opt-out” opportunity for the recipient. Any opt-out requests are to be honored within 10 business days.

All associates are expected to be knowledgeable of and act in accordance with this Act.

For more information, please visit:

<http://www.business.ftc.gov/documents/bus61-can-spam-act-compliance-guide-business>

38. Personal Assistants

Employment of an Unlicensed Personal Assistant by an associate is at the associate’s discretion. Should the conduct of the assistant reflect poorly on Idaho Life Real Estate or place Idaho Life Real Estate in a negative liability position, the broker can require the termination of the assistant.

Unlicensed Assistants

Employment of a personal assistant who will be providing services which do not require a license (unlicensed assistant) is at the broker's discretion.

Unlicensed assistants WILL NOT negotiate, list or sell real property. Some of the duties they MAY perform are clerical duties for an employing broker, gather information for listings, distribute brochures at an open house and deliver paperwork.

Please refer to IREC Guideline #17 for a complete list of duties unlicensed assistants may and may not perform.

Licensed Assistants

Licensed assistants may engage in activities which constitute negotiation, listing and selling real property. IREC specifically holds any licensed agent to the rules and regulations that govern such an agent. Licensed assistants will be expected to follow all laws and rules as well as policies and procedures contained in this manual.

39. Disputes

All compensation agreements for non-MLS transactions shall be in writing and specify all fees to be paid to the broker prior to beginning any cooperative efforts and absolutely before the submission of any offer to purchase.

Compensation agreements shall identify the property, name all parties and brokers, state the amount of commission, when the commission shall be paid, and what must be done to earn it.

If two associates within the brokerage have a commission dispute they are expected to resolve it. If they are unable to handle it privately, the broker shall hear the facts and decide the matter. Associates shall abide by the broker's decision.

Any associate having a dispute with another Company shall promptly inform the broker. The broker will make all decisions regarding negotiation of settlements and any decision to initiate legal action. In the event that it is necessary to sue for commission, all expenses, including court costs and attorney fees shall be subtracted from the commission before the split between the broker and the associate.

40. Risk Management

Each associate of Idaho Life Real Estate assumes the obligation of strict compliance with all laws, rules and guidelines which govern real estate licensees in the State of Idaho.

Each associate of Idaho Life Real Estate agrees to comply with all policies as stated in this manual as well as any additions, changes and amendments that will be added and published in the future.

Failure to comply with these policies or any state or federal laws and regulations subjects the associate to disciplinary action which may include termination of association with Idaho Life Real Estate.

41. Termination of Affiliation

Should the associate's relationship with Idaho Life Real Estate be terminated by the broker or the associate, the associate will immediately turn in all Idaho Life Real Estate property, including transactional files pertaining to listings, offers or other contracts, Idaho Life Real Estate keys, etc. The associate will contact the broker for final out processing.

The associate shall be paid a percentage of the commission for pending transactions in accordance with the independent contractor agreement.

Within three (3) days after the effective date of release, the associate shall provide Idaho Life Real Estate written notice of the termination as required by the Idaho Real Estate Commission.

The Policies and Procedures manual contains important information about Idaho Life Real Estate and I understand that I should consult the Broker regarding any questions not answered in the manual.

The information and policies described in the manual are subject to change at any time and I acknowledge that updates may occur. I understand that revised information may supersede, modify, or eliminate existing policies. Only the Broker of Idaho Life Real Estate has the ability to adopt any revisions to the policies in this handbook.

I have received a copy of Idaho Life Real Estate's Policies and Procedures manual on the date listed below. I understand that I am expected to read the entire manual.

I understand that it is my responsibility to comply with the policies contained in this manual, and any revisions made to it.

I acknowledge receipt of the policy manual and understand that this acknowledgement will be retained in my file.

Signature of Associate

Date

Associate's Name - Printed