



# Legacy Lifestyles LLC Policies & Procedures Manual

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**Legacy Lifestyles LLC dba  
Asheville Real Estate Connection**

# **Policy & Procedures Manual**

## **CHAPTER 1 - THE ORGANIZATION**

This manual is designed to define and explain the policies and procedures adopted by Legacy Lifestyles for the conduct of its business. It is also intended to provide information that may be used in solving problems that may arise from time to time in the day-to-day handling of the real estate business.

The success of our company is contingent upon our people, their professionalism, productivity, and conduct. Needless to say, the business requires the complete co-operation of all individuals, the leadership team and sales associates, in order for the company and its people to remain both successful and competitive in the market. It is expected that you will be loyal to your fellow sales associates and to this company by protecting its interests and by striving for the betterment of all within the company.

The following policies are subject to review and change at the sole discretion of management. Management's interpretation of the following policies shall prevail in all cases.

### **COMPANY STRUCTURE**

Legacy Lifestyles LLC, is owned by Wanda Marie Lapointe, a North Carolina corporation incorporated on January 17, 2014 (the "Company"). Legacy Lifestyles LLC operates a real estate brokerage doing business as Asheville Real Estate Connection. The firm is owned by Wanda Lapointe with co-owner Jennifer Lanning, both with equal rights. Lapointe and Lanning may, when necessary, switch roles as Broker-in-Charge and Managing Partner. It is understood and agreed that the Broker-in-Charge and Managing Partner, are totally responsible for the proper execution of all banking, trust accounts, accounting, secretarial, advertising, sales activity as well as the ethical conduct of each associate within the brokerage operation. In this regard, the Broker-in-Charge and Managing Partner have management functions over all real estate brokerage, reporting, procedure, and activity. It is expected that any individual working for this company that is having trouble in executing their job effectively will report immediately to management for assistance.

The success of this company is dependent on everyone's willingness to employ full effort, co-operation, concentration, and a positive mental attitude in a manner that helps everyone to conduct business and generate sales. It should be well understood by everyone that selling is the only activity that generates revenue. Everything else costs money.

The cooperation of group effort is a key ingredient of the company's superstructure, and it acts as the foundation that will generate prosperity for everyone within the organization. **Always keep in mind that our business is people and that our product is Real Estate.**

## **MEMBERSHIP IN ORGANIZED REAL ESTATE**

This Company is a member of the Land of the Sky Association of Realtors, the North Carolina Association and National Association of Realtors. It must be noted that each sales associate is responsible for maintaining his or her membership in good standing with these associations.

## **ETHICS**

This Company abides by the National Association of Realtors Code of Ethics as adopted by each of the above associations.

We are a service-oriented Company and have built our reputation by fair dealings and by serving the public to the best of our ability. It is imperative for all those who are associated with us that they conduct their sales activities with the highest regard for and application of sound ethics, honesty, and integrity.

Everyone who is part of this Company has this mandate and is therefore invited to submit suggestions for improvement of our procedures, policies, and office operations to management on an on-going basis.

## **CONTRACT**

All sales associates must acknowledge and sign a standard working agreement known as the Legacy Lifestyles Sales Representative Agreement. The terms as set forth in the Agreement are valid unless changes are approved in writing by both parties. This policy manual is designed to compliment it and is in addition to the terms as set forth in the Agreement and not to supersede any terms of the Agreement.

## **CHAPTER 2 - PERSONNEL**

### **BUSINESS HOURS**

All sales representatives work remotely but are encouraged to maintain standard office hours Monday through Friday, 9:00am to 5:00pm, and on call for clients during the weekend when possible. As an independent contractor running your own business, you must be diligent about taking time off for your family and vacations. When you take good care of you, you are better equipped to take care of your clients.

### **PERSONAL APPEARANCE**

It is important that all personnel dress neatly, in good taste, and in a professional manner. Shorts, tank tops and flip flops are not considered professional attire. Jeans can be worn when appropriate.

### **PERSONNEL RECORDS**

The government requires the Company to keep extensive and accurate files on all salaried and commissioned individuals in the office and for this reason we must insist that **all changes in your home address, telephone number, etc., be reported to management promptly, within 10 days,** and to appropriate governing bodies. You must cooperate in a diligent fashion in completing any forms or information required by the government or for our records.

## **PROFESSIONAL CONDUCT**

All staff and sales representatives are to always exhibit professional conduct. Disciplinary action may follow any breach of this conduct. The company reserves the right to immediately dismiss any individual who engages in an extreme violation of conduct, such as dishonesty, or repetitive breaches or violations of company and real estate board rules.

## **CHAPTER 3 - ADMINISTRATION**

### **Administrator**

The Broker-in-Charge and Managing Partner handle all the administrative functions in the firm. With expansion and growth this will change.

The Administrator is a key associate, who handles and executes all activities regarding banking, the trust/escrow account, transaction record sheets, accounting, bill paying, correspondence and all back up services pertaining to our real estate transactions. This job requires detailed orientation, efficiency, control and good judgment. **It is imperative that all documentation and information pertaining to real estate transactions, referrals and commissions be relayed to the Administrator with 72 hours of signature by our sales representatives.**

It is important that a harmonious, supportive, and efficient relationship exists between the sales representatives and the Leadership Team of this firm. We are focused on successful productivity, and everyone is expected to co-operate to achieve this goal. Any difficulties in this regard should be reported to Management immediately.

### **SALES DOCUMENTATION**

We are in business to generate sales. Since all real estate transactions must be in writing, it is imperative that all documentation pertaining to listings, sales, leases or exchanges be turned into management via Dotloop immediately upon execution. This includes all Offers, Waivers, Amendments, Addendum's, Extensions, Cancellations, Commission Agreements, changes and closing information. **An agent has 3 days to submit their Dotloop Loop for approval from the time a buyer's agency, listing or any other contract has been signed. Legacy Lifestyles does not hold earnest money. Earnest Money should be turned over to the closing attorney selected by either the buyer or seller. Time is of the essence in every aspect of real estate and your efficiency and diligence is necessary in this regard.**

### **IMPORTANT DO'S**

It is vitally important that every sales associate adheres to the proper procedures and does not complicate and/or circumvent the system. The following is a list of DO'S that all sales associates must clearly follow in order to streamline our operations as much as possible.

DO always inform management immediately of a new listing or a contract within 72 hours by submitting the appropriate documents to management for review:

- Residential and Land Checklist.
- All documents listed on Checklist, submitted in the order of the Checklist.
- All information on the MLS listing is the responsibility of the listing agent.

DO update MLS immediately of all changes in your listings; it is unprofessional to call a seller for a showing appointment only to learn that the property has been sold. Giving incorrect price or other information to outside sales representatives due to delinquent MLS information could have serious consequences for the company and result in fines by the MLS that would be the responsibility of the agent to pay.

DO always inform management VIA EMAIL if you are going to be out of town (on a non-working vacation), and who will be covering for you.

DO instruct your clients of the immediate importance of selecting an attorney and arranging financing if required. A delay not only creates a time constraint but could be critical to your transaction. NOTE: Make your buyer aware that if the attorney is engaged and the transaction does not close, attorney fees may be charged.

## **CHAPTER 4 - COMPANY PROCEDURES**

### **ERRORS AND OMISSIONS INSURANCE**

The Broker reserves the right to select an Errors and Omissions Policy and to choose the appropriate deductible amount based on claim experience. For your protection, it is important that anything giving rise to a claim be reported immediately to management.

### **TRANSACTION FILES**

NOTE: Procedure dictates that a sales associate shall retain a copy for his/her own file of all documents regarding a transaction or a listing, and of any changes or amendments to same, prior to handing in said documents to the office administrator. The firm maintains files for its own records and audits. The firm will not provide sales representatives with copies of documents submitted. Please keep copies of all your documents for your files prior to submitting them to management.

### **CONFIDENTIALITY**

Since substantial commissions result from the sale of real estate, we must protect all client information within our possession and in our home offices, as zealously as we protect our own.

All information regarding client accounts is completely confidential and only those associates who have a need for specific information to administer an account may have access. Information regarding the Company and its operations is also confidential unless the information has been made public through a press release or printed financial statement. Confidential information about the Company or any other corporation, which is "inside information", may not be used to make a profit for the Company, an associate, or a client account.

The responsibility for confidentiality exists both during association with the Company and following termination or retirement. Similarly, the Company acknowledges a responsibility to respect the confidentiality of staff and associates' records.

### **INTEGRITY OF RECORDS**

The service that the Company provides can only be as good as the records it keeps. Each associate and sales associate must ensure accuracy, timeliness, and completeness of their record-keeping duties. All effort in this regard pays off in customer satisfaction and in the personal satisfaction of a job well done.

## **LEGISLATION**

Wherever we do business, we must observe both the letter and the spirit of the law. All staff and sales associates must be familiar with the law as it affects their work and the Company's internal procedures. It is the responsibility of all to ensure that they have this knowledge and are aware of the types of possible inadvertent violations of legislation that could occur in their work.

## **CONFLICTS OF INTEREST - SELF DEALING - VIOLATIONS OF STATUTE**

A conflict of interest arises when a staff member or sales associate is forced to choose between personal interests and his/her duty to the Company or a client. Should any staff or sales associate by inadvertence find himself or herself in such a situation, it must be reported to the Broker- in-Charge or Managing Partner immediately.

## **MONTHLY AND ANNUAL EXPENSES**

To eliminate billing and simplify accounting, sales associates must have a credit or debit card on file that can be automatically billed each month the amount designated on their individual sales representative agreement, and each year for the annual fees.

To maintain optimum service and facilities in the office, it is very important that each sales associate take full responsibility to meet his individual obligations to the company according to his or her agreement.

## **HOME TELEPHONES**

Some associates wish to keep their home number confidential, which we respect. Regardless, the mobile number must be kept on file with our office for emergency purposes only.

## **INTERNET, NEWSPAPER AND MAGAZINE ADVERTISING**

Before any internet, newspaper and magazine advertising is submitted for publishing, each sales associate must provide a copy to the office for approval. The following minimum specific information must include the property address, price, seller name and phone number, associate's name, general description, and type of property.

## **PROPERTY SIGNS**

Sales representatives are responsible for the purchase of their own lock boxes and yard signs. Yard signs must follow the company design and be approved in advance of ordering. Do not install a yard sign until the property has been listed in the MLS. This will avoid the unprofessional embarrassment suffered by you and the company when we can't identify or respond to a caller regarding one of our listings.

Please ensure that all signs are placed on the seller's property. Do not place a sign on public or private property without appropriate permission as this could be subject to fines or other penalties.

If the agent chooses to use a company sign without a name rider, please be aware that agent is agreeing to allow calls that come to the office to be distributed as an unassigned lead.



## **PROMOTIONAL PRINTED MATERIAL**

All custom designed material, including website content, must be approved by management in writing (or final proof initialed) prior to production, printing, and distribution to ensure that it does not violate any regulatory body rules and regulations.

## **CLAIMS / INDUCEMENTS**

We must avoid making any claim that we cannot back up by factual evidence. If you wish to make any kind of statement regarding your achievements or the company's performance, or capability, it must be approved by management.

## **IDENTIFICATION IN ADVERTISING/PROMOTIONAL MATERIAL**

The company's name, Legacy Lifestyles LLC, must appear in full in all advertising and in all promotional material. Advertisements must be approved in advance.

## **CHAPTER 5 - LISTINGS**

### **NEW LISTINGS**

As Realtors® we are liable for the accuracy of all details on the information sheet. The burden is on you, the sales associate, to correctly measure room sizes, to ensure the accuracy of all personal property that is and is not included, the correct taxes, property dimensions, and to observe the basic condition of the dwelling or buildings upon the property. Verify all information and try to obtain a copy of the survey, taxes, and verify the mortgage. **Do not copy the information from an old listing.**

### **COMMERCIAL TRANSACTIONS**

You do not need a special license to sell commercial real estate here in North Carolina. However, because commercial is vastly different, and requires a different set of skills, our office policy is that agents must have completed additional training to work on either side of a commercial deal. The office policy for an agent who gets a commercial deal is as follows:

1. If you do not have the [CCIM designation](#), you must have at least completed the [Fundamentals of Commercial Real Estate](#) course and successfully closed a commercial deal within the past two years.
2. If you have the proper training as mentioned above, but have not successfully closed a commercial deal in the past two years:
  - a. You may work side-by-side with our commercial specialist, Jennifer Lanning, splitting the 90% commission 50/50; or
  - b. Refer the deal to Jennifer Lanning for a 25% referral fee.

It is the philosophy of this company for its agents to work within their area of expertise to provide clients with the best representation and to protect the liability of the company.

### **EXCLUSIVE LISTINGS**

Use the real estate commission's exclusive listing form. Exclusive Listings need to be entered into the MLS within 72 hours of taking the listing, and uploaded to Dotloop immediately.

## **EXPIRED LISTINGS**

If an associate determines that he or she will be unable to re-list or extend an expired listing, he or she may wish to refer the listing to another associate within our firm for a 25% referral agreement. A referral agreement must be signed and submitted to management through Dotloop within 10 days of the listing expiring. If a referral agreement is not submitted within 10 days, any associate may pursue the expired listing as though it was never listed with our firm.

## **OFF THE MARKET**

We require that the seller sign a Withdrawal Form stating their wish to remove a property currently listed on MLS, from the MLS system. An Exclusive Right to List shall be required to reactivate the current MLS listing.

## **RELEASES AND ASSIGNMENTS OF LISTINGS**

A release or assignment of listing will be processed only if agreed to by the listing associate, the Broker and the seller(s).

## **CANCELLATION OF A LISTING**

A definite bona-fide reason to cancel a listing is required before the company will approve a cancellation. Similarly, we would seek the agreement of a listing associate before any such cancellation. If the listing associate is agreeable, then we would provide a cancellation agreement, which carefully notes to the seller that should a buyer who was shown the property during the period of this listing agreement, which subsequently resulted in a successful sale, then full commission shall be payable to the Company.

A cancellation agreement must be signed by the seller, and provided to the seller for his or her records, and must be submitted to our office via dotloop.

## **CHAPTER 6 - OFFERS**

### **ACCEPTED OFFERS - OUR LISTING**

If you generate an accepted offer, please create, or update your Loop in Dotloop for review within 72 hours. All sales must be reported to the real estate board (via MLS by making listing "pending or backups requested" within 48 hours of acceptance of the offer if Legacy Lifestyles' agent is listing agent.

### **ASSIGNMENTS/FLIPS**

If you are involved in an assignment of an accepted offer, or the "flip" of a property, you are in fact "selling" the paperwork. To protect yourself and the company and to avoid conflicts of interest with your seller, it is necessary that specific clauses be inserted into the offer. Please see your Broker in Charge regarding this.

### **LISTINGS AND COMMISSIONS**

Listings are a direct function of making sales and are "stock on the shelf" at our firm. Every effort should be made to take MLS Listings at 6% commission for residential and 10% for land listings. We are a full-service company, and we believe in charging full commission accordingly. It is understood

that negotiation concerning commissions is periodically necessary in offer presentations and we expect our sales force to use the utmost in strategy and shrewdness whenever this occurs. Our sales representatives, however, should diligently insist that the listing agreement display a full commission with 3% paid to outside brokers, so that maximum activity is always generated.

Should a commission be reduced in negotiations by our sales force for whatever reason, full disclosure in writing of such must be reported to management immediately upon written execution.

### **RELEASES/TERMINATION OF AN ACCEPTED OFFER**

Releases/Termination of any accepted offer must be agreed to and signed by all parties to the transaction before the attorney will release any earnest money paid. If not agreed to by all parties to a transaction, and there arises a legal dispute between the parties, and one party exercises its legal rights in a court of law, the attorney will transfer the deposit monies to the court where applicable.

### **OFFER POLICY**

If a commercial property offer is not written on a standard real estate commission form, using standard clauses, then it is company policy that the contract must be finalized by either the buyer or seller's real estate attorney prior to becoming an effective presentation.

### **AGENCY**

Agency relationships and the laws governing them are not to be ignored. All sales associates must be well educated in all facets of the latest laws and policies governing such disclosures. At first contact with a potential customer, the agent must disclose that they are a real estate agent and review with the customer the **Working with Real Estate Agents** form.

## **CHAPTER 7 - SALES POLICIES**

### **ARBITRATION / ETHICS**

If there is a dispute between two associates within the Company, please do not discuss this problem with your fellow associates. This seldom solves the problem, and may create confusion, bad feelings, and misunderstandings. If a dispute arises between...

The Broker-in-Charge or Managing Partner is available for consultation and will discuss the problem with the associate in question. Usually, disputes can be settled amicably and quickly in this manner before things get out of hand.

If the dispute is serious, management will arrange meetings to hear both sides of the story, and may ask that your side of the story be in writing. Management reserves the right to verify all information given, and will decide accordingly. If one party remains unhappy with the decision, they can file a complaint with LOTSAR.

### **COMPLAINTS**

If an agent complains about the conduct of one of our agents, the Broker in Charge will do his/her best to defuse the situation and try to contain the problem so that it does not have to go to LOTSAR. If our agent is in the wrong, he or she can expect to be reprimanded in line with the seriousness of the complaint.

If you have a problem with an agent of another firm, please discuss it with our management team. Depending upon the seriousness, management may wish, with your approval, to contact the agent directly, the agent's broker in charge, or lodge a complaint with LOTSAR.

## **DISCLOSURES**

If you act as a buyer or seller, you are required to disclose in writing that you are a licensed real estate salesperson (or broker). This disclosure must be made prior to presenting or receiving a contract, and it must be acknowledged by the seller and buyer. Please note that disclosures must be made whether you have an indirect interest in a property, or if you are an officer, director or shareholder of a private company who is buying or selling a property. If you are a party to a Trust, ensure that you have an agreement signed by all parties, otherwise you may be held 100% responsible for any damage suffered by other parties.

## **UNASSIGNED LEADS**

We do not provide leads. However, from time to time, someone may show up needing representation. In this instance, we may pass the lead on to a sales representative. This is to be considered an "opportunity" not a "client." In no way does the capture of, or appointment with, a lead constitute a client. ONLY when an AGENCY AGREEMENT has been executed is there a client. Until that point, if there is a discrepancy over whom the lead belongs to, management will always side on which ever agent has established a real "relationship" with the lead. Under no circumstance is the "lead" to be notified of any discrepancy between agents. If a relationship cannot be clarified, management reserves the right to talk to the lead regarding where their loyalty lies.

## **COMMISSIONS**

Commission checks are paid out within three (3) business days of receiving the funds in the office, provided that all funds are in the office by 5:00pm on the day of closing, and the transaction Loop has been approved for commission by management. If management is out of town, all efforts will be made to pay the agent as promptly as possible.

## **PURCHASE/SALE OF OWN PROPERTY**

Provided that all proper disclosures are made, a sales associate is at liberty to sell any of their own real property at any time. Management allows an agent to sell his or her primary residence once per year without paying a commission on the listing side. Regarding any sales of investment properties, other than primary residence, 10% of the 3% listing side plus transaction fees must be paid to offset the liability of the company. If the agent is purchasing a property for themselves through the MLS and there is a commission involved, then the regular formula would apply.

## **REFERRALS**

All referral fees are negotiable. However, our stand practice is to offer a 25% referral fee when appropriate. If you co-list a property but still want to be involved in some of the work, then a 50% co-listing arrangement is usual. Company policy and legislation dictates that commissions are payable only to licensed salespersons within the company or to other brokers.

## **SUBSTITUTE SALES ASSOCIATE**

Whenever a substitute sales associate handles the business affairs of an absent associate, for a commission to be paid to the substitute sales association, an agreement must be signed by both associates and submitted to management through Dotloop prior to the closing of the transaction.

## **NON-LICENSED ASSISTANTS**

1. Should you get busy, you may want to hire an assistant to help run your business. Assistants must not represent themselves as agents. This includes direct involvement in any activity that requires a real estate license, such as canvassing, sitting at open houses, showing properties, or presenting offers, waivers, amendments, etc.
2. Assistants may perform certain administrative functions that do not involve dealing with the public in a capacity that requires a real estate license. They must answer the phone as your assistant, for example, "Good morning, this is George Smith's assistant. May I help you?"
3. Assistants may have access to office information with the clear understanding that all information gained by them is strictly confidential.
4. All assistants must sign a confidentiality agreement prior to having access to any transaction information or firm's documents.

## **TEAM MEETINGS**

Team meetings are held at least twice a month. It is expected that you book this time as an appointment and that you participate in all such team meetings whether held in person or online. The policies, procedures, direction, and motivation of this operation must periodically be dealt with in a group function and your attendance helps to guarantee our complete success in this regard.

## **PERFORMANCE REVIEW**

We expect all our sales associates to develop systems and plans with the intent to be productively successful. It is part of management's job to monitor this and to be of assistance whenever possible. There will be an annual business planning meeting, and periodic check-ins regarding goal setting and performance. This will include all the functions of the sales representative's responsibilities ranging from the ability to prospect for business, generate listings, make presentations, closing abilities, price reductions, advertising, etc. This is being done to enhance productivity, and therefore full cooperation is needed. New Agents will be placed on a 90-day probationary period. At the end of 90 days, there will be a performance review to be sure that the agent and company agree that the relationship should continue.

## **COMPANY OBJECTIVE**

Our firm has established a standard that all sales associates target to achieve 8 transactions a year (4 minimum) as a prerequisite for good achievement. Should you fall behind in reaching your goals, assistance will be offered in terms of coaching and additional training. Should you decline such help, you may be asked to leave the company. It is our absolute intention to be the very best real estate company in the business and our ability to achieve these goals depends on the ability of each sales associate to successfully achieve their goals.

## **CHAPTER 8 - SUMMARY**

### **GENERAL**

It would be impossible for any organization to create written policies that adequately cover cooperation and goodwill, and what it takes to protect professionalism and competence. Rather they are created through the attitude and conduct of each employee and associate.

### **INTER-OFFICE CO-OPERATION**

Nothing is so important as harmony, loyalty, and friendly cooperation among the sales representatives in the same firm. Misunderstandings must be settled immediately. Grudges must not be allowed to continue, as they will interfere with the sales representative's best efforts and productivity.

If each sales representative practices the "Golden Rule" and "The Four Agreements" with all other sales representatives, few misunderstandings should arise. If each will respect the other's right to develop prospects and will help the other without thought of a commission split, his efforts will be reciprocated. This is the ideal situation. Everyone may make more money and there will exist harmony and goodwill.

## **ACKNOWLEDGEMENT**

I, \_\_\_\_\_, HAVE FULLY READ AND UNDERSTAND THE POLICIES AND PROCEDURES THAT ARE CONTAINED THEREIN, AND AGREE TO ABIDE BY THEM WHILE LICENSED AND / OR IN ASSOCIATION WITH LEGACY LIFESTYLES, DBA ASHEVILLE REAL ESTATE CONNECTION.

Dated on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Sales Representative Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Broker/Owner Signature

\_\_\_\_\_  
Print Name