

WEL- COME

Building a brand worthy
of attention, can only be
done with agents like you.

As Century 21 Gilmartin and Company
celebrates it's 35th year in business, I want to
take this opportunity to thank each and every one
of you. We have seen a lot of change over the
years, and as agents of change we are driven to
succeed.



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CENTURY 21.
Gilmartin & Company

LIC # 8530892

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A Word About These Office Policies

The purpose of this Policy and Procedure manual is to establish a uniform system of daily conduct by and between us when dealing with each other, other members of the company, our clients, and members of the public. You are responsible to read and review this manual and to comply with its policies and procedures.

If you have any questions, please ask the principal or managing broker.

When you review these office policies, please keep in mind that they should be regarded as policies, which in a business like ours will require changing from time to time. The principal or managing broker retains the right to make decisions involving policy changes as needed in order to conduct its work in a manner that is beneficial to its agents, customers and the Firm. This office policy manual replaces any and all prior handbooks, policies, procedures and practices of the Firm. Certain items in this manual apply only to agents and do not apply to Firm employees.

The principal broker has an independent contractor relationship with its agents.

Agents are not employees of Century 21 Gilmartin and Company, and are not entitled to any employee benefits.

However, agents must abide by the office policies and must strictly adhere to the professional and ethical standards in the most current version of the National Association of REALTORS® Code of Ethics. Failure to comply with Firm policies or procedures or the REALTORS® Code of Ethics may result in the end of the contractual relationship.

Nothing in these office policies is intended to alter or amend the terms and conditions of the Independent Contractor Agreement. In particular, nothing in these office policies is intended to alter the right of either party to terminate the independent contractor agreement, with or without cause, with advance notice to principal or managing broker as set forth in the Independent Contractor Agreement. Neither the policies contained in this manual, nor any other written or verbal communication by the principal or managing broker, are intended to create a contract of employment or a warranty of benefits. The policies contained herein may be added to, deleted or changed by the Firm in its sole discretion, except that principal or managing broker will not modify the policy regarding the parties' independent contractor relationship in any case. No officer, employee, or other representative of the Firm is authorized to enter into an agreement – express or implied – with any agent for employment.

My Functions as a Sales Associate

In the exchange for having the opportunity to practice as a professional real estate independent contractor with Century 21 Gilmartin and Company, I recognize the following as a sales associate:

Attitude and Direction

1. Develop and maintain a positive mental attitude.
2. Determine and record short and long term goals.
3. Design and adopt workable plans to achieve my goals. Determine priorities daily and plan each day according to my priorities.
4. Be held accountable for both successes as well as opportunities.

Knowledge and Skills

Be self-motivated and learn how to successfully:

- Develop a clientele through prospecting.
- Get appointments with sellers through farming.
- Make a listing presentation and obtain long term listings.
- Take advantage of all referral opportunities.
- Service listings until the sell, which may require:
 - price adjustment
 - financing adjustment
 - property defects corrected
 - making property easier to show
 - satisfying the seller's complaints and concerns
- Capture buyers through Open Houses and Floor Time.
- Qualify buyers to eliminate time wasters and increase percentage sold.
- Show buyers and retain them until the right property is found.
- Obtain signatures on good offers and counter-counter offers.
- Service the sale until it closes.
- Remember the Seller and /or Buyer in such a manner that I earn their referrals and future business.

Office Presence, Involvement, and Meetings

Actively complete floor time. Commit to 40 dedicated work hours a week to my business.

Attend all training and education seminars, sales meetings, and sales rallies. I recognize that Century 21 Gilmartin and Company has made a financial investment in my training and if I leave the company within one (1) year of joining, I agree to repay \$150 of that investment.

Dress appropriately for a work environment.

Supply your own business cards for the office. Promote your self and your business.

Invest in software to manage all buyers, sellers, and potential future clients.

Sign Independent Contractor commitment.

Agency

AGENCY – TRADITIONAL

Century 21 Gilmartin and Company practices the traditional model of agency. This means that we represent buyers and sellers and will act, when appropriate and properly consented to, as dual agents. You are authorized as a member of Century 21 Gilmartin and Company to act as a buyer's agent, seller's agent, facilitator or dual agent. You are not allowed to enter into another relationship with a consumer without the terms of the other relationship being identified and approved by the principal or managing broker.

You must use NJAR's standard Representation Agreements or forms authorized by Century 21 Gilmartin and Company. You are not authorized to modify any of the terms of the standard forms or Office forms without the written consent in advance of the principal or managing broker.

Remember, as part of your first business meeting with the consumer, you must provide the consumer with the New Jersey Real Estate Commission approved Brokerage Relationship Disclosure form. When in doubt, err on the side of caution and have the form completed as per the guidance suggested in the Agency Disclosure section of this manual.

In order for the consumer to become a client, you must execute the appropriate Representation Agreement to indicate that they have hired you as their agent.

As a New Jersey REALTOR®, you are obligated to abide by the REALTOR® Code of Ethics. You also owe Century 21 Gilmartin and Company's clients the duties of: loyalty, obedience, disclosure, confidentiality, reasonable care, diligence, and accounting. Simply put, this means that you should at all times use your best efforts and skills as a trained REALTOR® to achieve the best possible result for your client, given your client's circumstances.

This Firm also authorizes you to act as a dual agent. However, to do so, you must strictly comply with all the requirements of New Jersey law. At the outset, this means that the consent to dual agency box needs to be checked on the Listing or Buyer Representation Agreement. Additionally, once it becomes clear that there is a specific situation giving rise to the possibility of a dual agency transaction, you must make sure that both Century 21 Gilmartin and Company's clients sign the Consent to Dual Agency form. This form needs to be completely filled out and include the names of both parties, the date and the specific property address. This form must be filled out as soon as possible and in any event before a written offer to purchase the property is submitted.

You are not authorized to have your client sign blank Consent to Dual Agency forms in advance before a specific transaction is contemplated. Your client may only sign the form once it is fully completed and presented to him.

If, for whatever reason, one or both of the parties to the potential dual agency transaction refuses to sign the specific consent form, then you need to report this fact to your principal or managing broker immediately. In addition, you and the other dual agent will then need to disengage from this transaction and if the clients wish to pursue this transaction further, they will both need to retain new agents from outside the Firm to do so. As part of our customer service role, you will help facilitate that transition so that it is as smooth as possible.

Agency

AGENCY – TRADITIONAL

Remember, that once you are in a dual agency situation, you must act with strict neutrality towards both clients. You can perform administrative functions, but you are no longer to advise or counsel your client with respect to specific strategies or tactics because you must not favor one party over the other.

The law does allow a single agent to represent both parties to a transaction at the same time. The same consent procedure as outlined above is applicable and must be followed. However, this is a very difficult position for an agent to be in as a practical matter and creates significant potential liability concerns. Therefore, it is Century 21 Gilmartin and Company's policy that an agent is not allowed to act as a single agent acting in dual agency without the express consent in advance from the principal or managing broker. The Firm's policy is that even in a dual agency transaction it is usually better for each party to have a different agent as the contact person.

Regardless of the agency relationship you undertake on behalf of a client, you are obligated by law to preserve the confidential information you receive from a party. You are only authorized to release such information with the consent of the party who provided the information, if the information is made public from a source other than yourself or if disclosure is required to defend yourself against a claim of wrongful conduct. Before releasing any information that could be considered confidential, you are instructed to contact the principal or managing broker to ensure that disclosure is appropriate.

As part of your representation, you need to provide your client with original signed documents. Retained copies of all documents related to the transaction must be maintained in a transaction file at the office. This requirement includes all marketing materials, offers (even if rejected), drafts, addenda, disclosure statements, public records about the property, inspection reports, lead paint disclosure form (if applicable), purchase and sale agreements, all correspondence or notes concerning the transaction, a copy of the HUD-1, and escrow account records. You need to ensure that your email communications are saved on Century 21 Gilmartin and Company's server or, if you use a personal account, copies are saved in the appropriate transaction files at the office.

You are not allowed to keep original copies of documents or files at home.

These records must be kept at least three years. 3 years is required by NJREC regulation, but 7 years is recommended for defense of civil liability claims.

Agency

AGENCY – Seller Representation

It is Century 21 Gilmartin and Company's policy is to represent sellers and buyers in real estate transactions.

Because this Firm does seller and buyer representation, have your clients check the box for dual agency on the listing agreement. As a seller's agent you owe, by law, to your client the duties of loyalty, obedience, disclosure, confidentiality, reasonable care, diligence and accounting. Simply put, this means that you should at all times use your best efforts and skills as a trained REALTOR® to achieve the best possible result for your client given your client's circumstances.

Please remember that as part of your duties, you are required to have your client complete the Real Estate Commission Brokerage Disclosure form at the first business meeting. When in doubt err on the side of caution and have the form completed as per the guidance suggested in the Agency Disclosure section of this manual. Then you and your client need to complete together the appropriate Listing Agreement, as set forth on the NJAR forms, or forms authorized by this Office. Do not modify the terms of the NJAR Listing Agreement, or forms authorized by this Office, without the express consent in advance of the principal or managing broker.

As part of your relationship, you owe the client the duty of confidentiality with respect to information they have provided. You are only authorized to release confidential information if the seller consents to you doing so, the information is released by a source other than yourself, or if you are required to disclose the information to protect yourself against a claim for wrongdoing. If you encounter a circumstance where there is a potential need to disclose what could be considered confidential information, you need to contact your principal or managing broker and obtain their approval before doing so.

As part of your representation, you need to provide your client with original signed documents. Copies of all documents related to the transaction must be maintained in a transaction file at the office. This requirement includes all marketing materials, offers (even if rejected), drafts, addenda, disclosure statements, public records about the property, inspection reports, lead paint disclosure form (if applicable), purchase and sale agreements, all correspondence or notes concerning the transaction, a copy of the HUD-1, and escrow account records. You need to ensure that your email communications are saved on the Firm's server or, if you use a personal account, copies are saved in the appropriate transaction files at the office. You are not allowed to keep original copies of documents or files at home. These records must be kept at least three years. 3 years is required by NJREC regulation, but 7 years is recommended for defense of civil liability claims.

Agency

AGENCY – Buyer Representation Only

Century 21 Gilmartin and Company's policy is to represent buyers in real estate transactions. If you have any questions, please contact your principal or managing broker for assistance.

Because this Office does buyer and seller representation, have your clients check the box for dual agency on the Buyer Agency Agreement.

As a buyer's agent you owe by law to your client the duties of loyalty, obedience, disclosure, confidentiality, reasonable care, diligence and accounting. Simply put, this means that you should at all times use your best efforts and skills as a trained REALTOR® to achieve the best possible result for your client given your client's circumstances.

Please remember that as part of your duties, you are required to have your client complete the Real Estate Commission Brokerage Disclosure form at the first business meeting. When in doubt, err on the side of caution and have the form completed as per the guidance suggested in the Agency Disclosure section of this manual. Then you and your client need to complete together the appropriate NJAR Buyer Representation Agreement, or forms authorized by this Firm. Do not modify the terms of the NHAR Buyer Representation Agreement, or forms authorized by this Firm, without the express consent in advance of the principal or managing broker.

As part of your relationship you owe your buyer client the duty of confidentiality with respect to information they have provided. You are only authorized to release confidential information if the buyer consents to you doing so, the information is released by a source other than yourself or if you are required to disclose the information to protect yourself against a claim for wrongdoing. If you encounter a circumstance where there is a potential need to disclose what could be considered confidential information, you need to contact your principal or managing broker and obtain their approval before doing so.

As part of your representation, you need to provide your client with original signed documents. Copies of all documents related to the transaction must be maintained in a transaction file at the office. This requirement includes all marketing materials, offers (even if rejected), drafts, addenda, disclosure statements, public records about the property, inspection reports, lead paint disclosure form (if applicable), purchase and sale agreements, all correspondence or notes concerning the transaction, a copy of the HUD-1, and escrow account records. You need to ensure that your email communications are saved on the Office's server or, if you use a personal account, copies are saved in the appropriate transaction files at the office. **You are not allowed to keep original copies of documents or files at home.** These records must be kept at least three years. 3 years is required by NJREC regulation, but 7 years is recommended for defense of civil liability claims.

Agency

AGENCY – Facilitator

Pursuant to New Jersey license law, an office may enter into a facilitator relationship with a party. As a facilitator, you do not owe fiduciary duties to either party to the transaction. You are assisting one party but you are not representing either party in the transaction. You still have the same statutory obligations to disclose material conditions affecting the property about which you have actual knowledge. However, unless another agreement is reached with the party you are presenting, you have no obligation or duty to keep any information you receive from either party confidential. You are also not required by license law to enter into a contractual relationship. However, it is the policy of this Office that you will enter into a formal written contractual relationship if you intend to act as a facilitator. As a facilitator, your assistance will be limited to performing ministerial acts on behalf of the parties to assist them in completing the transaction. You need to be very careful to ensure that the client does not consider you to be his or her agent. You must use NJAR standard representation agreement relative to facilitation. You are not authorized to modify any of the terms of the standard forms or Office forms without the advance consent of the principal or managing broker. As part of your first business meeting with the consumer you must also provide the consumer with the current approved New Jersey Real Estate Commission Brokerage Relationship Disclosure Form.

Agency

AGENCY – Designated Agency

Century 21 Gilmartin and Company practices designated agency. This means that we represent buyers and sellers but will do so under a designated agency format and not the traditional model of agency. As a practical matter, this means that, except in two limited situations, by appointing designated agents the Firm and its agents will not act in a dual agency capacity. In designated agency, the appointing agent, if he or she appoints both agents for a transaction, shall be considered a dual agent and must remain neutral. Additionally, if a single agent is the designated agent for both parties to a transaction, then that single agent will be a dual agent and must comply with all dual agency requirements.

Because of how we operate, you are required to use the specified designated agency listing and buyer representation agreements available from NJAR or Office approved forms. You are not allowed to modify listing agreement or buyer representation agreement forms without the consent in advance of the principal or managing broker

Remember, as well, that as part of your first business meeting with a potential client you must provide the potential client with the New Jersey Real Estate Commission approved Brokerage Relationship Disclosure form. When in doubt, err on the side of caution and have the form completed as per the guidance suggested in the Agency Disclosure section of this manual.

The NJ Real Estate Commission has ruled that substitutions of designated agents shall not be made without informed written consent of the party being represented.

The client must execute the appropriate Listing Agreement or Buyer Representation Agreement form as provided by NJAR, or forms authorized by this Office, to confirm that you have been hired as their agent.

The Representation Agreement will need to identify you and one other agent as the designated agents for the specific client. It is Century 21 Gilmartin and Company's policy that each specific client will have two designated agents identified in the Representation Agreement. This allows for full coverage in a situation where a designated agent may be on vacation or unavailable to deal with a client's questions or needs.

This requirement is necessary because, as an office practicing designated agency, none of the other agents in the office owe a fiduciary duty to or responsibility to that client. The only individuals that do are the specific agents designated on the Representation Agreement and the appointing agent, the principal broker and/or the managing broker who maintains supervisory responsibility.

The NJ Real Estate Commission has determined that when a designated agent is appointed, information known or acquired by the designated agent shall not be imputed to the appointing agent or to other licensees within the same Office.

As a designated agent, you have a duty of confidentiality. You must take steps to ensure that any information you obtain or receive from your client is not shared with any other member of this Office except the principal or managing broker. You need to instruct the potential client that they should only relay information directly to you or the other specific designated agent and no one else. Your client should not leave messages in a general mailbox or send faxes to a main number.

Agency

AGENCY – Designated Agency

The principal or managing broker will maintain restricted transaction specific files segregated by party and will limit access to those files to only those agents who are the designated agents for the particular client. As an agent, you are not permitted to access any client's file unless you are the designated agent for that party. You also need to take steps to avoid obtaining otherwise confidential information.

As designated agents, even if there is another designated agent working with another party in the same transaction, you each owe the full fiduciary duties to your clients of loyalty, obedience, disclosure, confidentiality, reasonable care, diligence and accounting. Simply put, this means you should at all times use your best efforts and skills as a REALTOR® to achieve the best possible result for your specific client, given your client's circumstances, regardless of whether another designated agent in the Firm is representing the other party.

As part of your relationship you owe your specific client the duty of confidentiality with respect to information they have provided. You are only authorized to release confidential information if the buyer consents to your doing so, the information is released by a source other than yourself, or if you are required to disclose the information to protect yourself against a claim for wrongdoing. If you encounter a circumstance where there is a potential need to disclose what could be considered confidential information, you need to contact your principal or managing broker and obtain their approval before doing so.

You have a duty to provide your client with original signed documents. Copies of all documents related to the transaction must be maintained in a transaction file at the office. These files will be maintained by the principal or managing broker to ensure confidentiality within the office. This requirement includes all marketing materials, offers (even if rejected), drafts, addenda, disclosure statements, public records about the property, inspection reports, lead paint disclosure form (if applicable), purchase and sale agreements, all correspondence or notes concerning the transaction, a copy of the HUD-1, and escrow account records. You need to ensure that your email communications are saved on the Office's server or, if you use a personal account, copies are saved in the appropriate transaction files at the office. **You are not allowed to keep original copies of documents or files at home.** These records must be kept at least three years. 3 years is required by NJREC regulation, but 7 years is recommended for defense of civil liability claims.

Agent Considerations

Copyright Infringement/ Unauthorized Copying:

Century 21 Gilmartin and Company strictly prohibits the illegal duplication of software. Copyright laws are clear. The copyright holder is given certain exclusive rights, including the right to make and distribute copies. Title 17 of the U.S. Code states that "it is illegal to make or distribute copies of copyrighted material without authorization" (Section 106). The only exception is the users' right to make a backup copy for archival purposes (Section 117).

Even the users of unlawful copies suffer from their own illegal actions. They receive no documentation, no customer support and no information about product updates. According to the U.S. Copyright Law, illegal reproduction of software can be subject to civil damages and criminal penalties.

Agent- Owned Property

As a real estate professional, you are responsible for your own hardware including, but not limited to a computer, either desk top or lap top, a cell phone, a work related or office generated e-mail address, a 21online username and password, as well as software account for digital creation and signing of contracts.

Termination of Affiliation

In the event that you or the Firm decides to end your association, you will be expected to immediately turn in all Office property, including signs, office policy manuals, equipment, reference material, office keys, and other proprietary material, transactional files, records and information pertaining to listings, offers, negotiations, purchase and sales agreements or other contracts, as well as any other office files. Upon termination of affiliation or demand from the broker, you shall also immediately surrender and return all computer or other information systems relating material in your possession or control. You should meet with the principal or managing broker for the final separation process, summary review of open transactions, credits and expenses and reassignment of active clients.

The principal or managing broker's supervisory responsibility shall terminate upon the returning of the agent's license to the real estate commission.

Any listing or buyer representation agreements that were entered into while an agent of the Office shall remain the property of the Office unless other terms are agreed to in your separation agreement.

Antitrust

Century 21 Gilmartin and Company will not tolerate any conduct that would expose it to potential antitrust liability. Agents must participate in antitrust education to fully understand the principles of antitrust law. Courses are often available at your Board of REALTORS®.

This manual is no substitute for proper antitrust education. However, to give you a basic guideline of the key issues normally affecting real estate agents with respect to antitrust law, the following information is provided. The two main areas where real estate brokerage activities may impact antitrust law are in the area of price or commission fixing and boycotts. Antitrust law precludes agents from agreeing to fix their prices which would have the purpose or effect of eliminating or restricting competition. This means that two or more real estate firms may not agree on what commission rate they will charge each other. Such conduct would be a per se violation of the antitrust laws. This rule applies to principal and managing brokers as well as salespeople.

In particular, salespeople must avoid any actions which would suggest or imply a desire to fix prices.

Similarly, agents may not agree to fix commission splits for the same reason. A firm must unilaterally and independently select what their cooperative compensation policies shall be. Antitrust law also restricts the ability to reach agreement relative to the other terms or conditions of the brokerage agreements with customers. For example, it would be problematic to reach an agreement with other competitors as to a standard length of time for a listing or buyer representation agreement.

The other aspect of antitrust law that impacts real estate brokerage activities is the prohibition on group boycotts. Group boycotting is typically a per se violation of antitrust laws.

This concept refers to a concerted refusal to deal with a particular party. An example of such conduct would be an agreement among brokerage firms not to deal with a brokerage firm employing a different business model.

The National Association of REALTORS® provides extensive information and guidance on antitrust law and you are encouraged to use the realtor.org website for additional information to assist you in remaining in compliance with the antitrust laws.

The following are general principles that should be adhered to:

- ☐ Commission rates to be based upon the cost of services provided, the value of the services to clients, and competitive market conditions. Commission rates are not determined by agreement with, or recommendation or suggestion from, any person not a party to a listing agreement.
- ☐ Salesperson affiliated with Century 21 Gilmartin shall not participate in any discussion concerning the commission rates charged by Century 21 Gilmartin with any person affiliated with, or employed by, any other real estate Firm.
- ☐ When soliciting a listing, or negotiating a listing agreement, no salesperson affiliated with the Firm shall make any reference to a "prevailing" commission in the community, the "going rate", or any other words or phrases which may suggest that commission rates are uniform or "standard" in the market area.
- ☐ The amount of cooperative compensation, or "commission split", offered by Century 21 Gilmartin and Company to cooperating brokers to be determined by the level of service you can expect a cooperating office to perform, and the amount of compensation necessary to induce cooperation under prevailing market conditions. Commission splits are established unilaterally by Century 21 Gilmartin and are not intended, and may not be used, to induce or compel any other real estate Firm in the marketing area to raise or lower the commission they charge to their client.
- ☐ When a salesperson is unsure about the proper way to respond to the concerns of an actual or potential client or customer, or whenever a salesperson has been present during an authorized discussion of fees or commission, he/she should contact the principal broker or sales manager immediately. If necessary, the broker or manager to consult Century 21 Gilmartin and Company's attorney.

Advertising and Social Media Forums

Advertising

The term "media" is interpreted to mean any form of promotion, including but not limited to print, electronic, billboard, signs, the internet, social networking, and or any other form of display.

All advertisements and collateral marketing materials must include the name of the Office and its logo with correct PMS colors, conspicuously, and either the principal broker or agent's name. Additionally, if an agent uses a personal number, it must be identified as such, and the number for the Office must also be prominently displayed and specifically identified.

Social Networking and Blog Posts

Postings on social networking sites such as, but not limited to, Twitter, Facebook, LinkedIn and Instagram, as well as on blogs has become increasingly common. Century 21 Gilmartin and Company prohibits agents from any such postings, viewing or in any way participating in such sites while using any of the resources or equipment of the company. The Office's internet resources are only to be used in accordance with the office rules and policies on confidentiality, harassment, use of the internet and use of office equipment.

Century 21 Gilmartin and Company neither encourages nor discourages any of its agents from posting on social networking sites or blogging using their own equipment. However, agents should be aware that these postings are public; even if access to them is restricted they may be forwarded out of the restricted group by those who have rightful access, and live on virtually forever. And, even if a posting is taken down it never truly disappears but rather continues to exist somewhere in cyberspace. As a result, agents need to be mindful that internet postings (whether images or comments), even though done on your own time and using personal equipment, can cause damage to not only your own reputation and interests but also the reputation and interests of the Office, employees of the Office, the principal broker, clients, and the public we service.

Should you choose to blog or participate in any social networking site on your own time, using your own resources and equipment, you are required to follow these guidelines:

1. You must never disclose any confidential information of the Office or any information whatsoever about our employees or clients.
2. Your postings must not violate any laws or policies of the Office, including but not limited to harassment, or confidentiality of Firm employees or clients.
3. Your postings must comply with the REALTOR® Code of Ethics and the statutes and regulations governing advertising by real estate licensees. In particular, current license law requires you to comply with all advertising requirements when you post information on such sites. This means that posts must include all the information required to be provided when you produce traditional advertising.
4. Your postings should be respectful to the company, Office employees, clients, and competitors.
5. For non-real estate transactions, you need to ensure that the views, opinions, ideas or information you express are yours and are not in any way attributable to the company.

Agents should report violations of this policy to the principal broker or managing broker. It is the responsibility of all agents and employees to help the Firm ensure compliance with the policy. Violation of any aspect of this policy is subject to disciplinary action, up to and including termination of the agency relationship, regardless of whether such conduct occurred away from work or on non-work time.

Confidentiality Policy

All agents are expected to use extreme caution to ensure that Office confidential information and the confidential information of our clients remains confidential, and does not become available to anyone inside or outside of the Firm who is not entitled to know it.

Definition of Confidential Information

Due to the nature of our business, agents have access to a broad range of confidential information that must be protected. By way of example and not limitation, confidential information includes:

- Non-public information about our clients, including motivation and all financial information.
- Our marketing plans and strategies;
- Our costs, funding, and the methods we use to determine the price of listings, etc.;
- Our internal initiatives, strategies, processes, and methods; and
- Confidential information which agents may obtain concerning our employees, including personnel files, personnel evaluations, and the like.

General Restrictions

Confidential information may not be used or disclosed by agents unless such use or disclosure is required by their job responsibilities on behalf of the Office. Confidential information as described in this policy is the exclusive property of the Office with all proprietary rights and under no circumstances whatsoever shall agents have any rights to use, disclose, or publish to others such confidential information during or after their affiliation with the Office.

Maintain Confidentiality at All Times and Take Precautions in Public Spaces

To maintain all confidential information in strict confidence, all agents must avoid:

- Discussing confidential information with anyone other than those who have an authorized, legitimate need to know to carry out their job responsibilities;
- Disclosing confidential information to unauthorized Firm personnel.
- Discussing specific transactions, or any other confidential information in a public place where you may be overheard. Be sure to lower your voice or move to a private area when speaking on a cell phone for business and similarly being mindful so that business conversations cannot be overheard in restaurants, etc.
- Talking unnecessarily about confidential information anywhere, including in your own office or home.

Physically Maintain Confidential Information in a Manner Designed to Preserve Confidentiality

Information must be maintained in the office (and elsewhere, if you are permitted to bring work home or to other locations) in a manner to protect confidentiality.

- Desks, credenzas, and other workspaces should be cleared at the end of each day. Anything remaining on the desk that contains confidential information should be in a folder or envelope or otherwise similarly protected from view.
- You may remove from our filing system only the client files currently being worked on at your workspace. All other files should be continually maintained in a secure location.
- Agents may not take transaction files home or otherwise out of the office without specific prior authorization from the principal or managing broker.
- If you are permitted to travel with confidential information, whether bringing the information home or on business travel, be mindful at all times about protecting the information.

Confidentiality Policy

Do not leave confidential documents face up or otherwise in view in your vehicle. Keep sensitive information in a briefcase, closed folder, or use similar means to protect it. Keep your vehicle locked when you are not in it. Keep your briefcase, folders, personal digital assistants, etc. with you at all times when traveling. Do not leave anything containing confidential information unattended. Be careful to preserve confidentiality if you choose to create or review confidential documents while traveling. It is very easy for other passengers to view your work, so make good decisions about whether you should take documents out on a plane, train, etc., and whether you should work on your laptop in such public settings. Similarly, if working at home, keep any confidential information in your home office or other private setting, and not in view of your family members or visitors to your home.

Confidential Information In Electronic Form Must Also be Protected

Steps must also be taken to maintain confidentiality when sending or receiving information electronically, and when storing information on the computer.

When sending e-mail messages concerning confidential and/or proprietary information, agents must exercise significant caution. Questions regarding what level of security is needed for particular information to be sent or received over email should be directed to the principal or managing broker.

Agents must also exercise caution in saving information while working on their computers. For example, confidential or proprietary information should be stored on our network, which provides safeguards for protecting information, and should not be stored on a local hard drive, desk top, disk, or portable drive. Highly confidential information may need to be password protected or other measures may need to be taken to safeguard it from unauthorized internal or external access.

Reasonable precautions must also be taken in regards to the physical security of the broker's information technology that may contain confidential information. Disks, drives, and other devices containing sensitive information should be contained in a locked drawer wherever possible. Computers should be turned off when not in use for an extended period of time or when an agent is out of his/her office. Agents are also encouraged to use screen savers so that any sensitive information that is displayed on an agent's screen will be covered if the agent is away from his/her desk. Screen savers provide an additional safeguard and are not intended to replace the expectation that agents minimize or close documents containing sensitive information when they walk away from their computers.

Visitor Access Must Also be Limited to Avoid Providing Access to Confidential Information

To protect confidentiality and avoid access to confidential information that could be viewed or overheard in our offices, visitors, including agent's families and friends, should visit in the reception/lobby areas or in conference rooms and not in individual offices or workspaces. All visitors should enter the offices at the reception/lobby areas and sign in at the reception desk.

Confidentiality Policy

Procedures Upon Separation from Agency Relationship to Protect Confidential Information

Upon separation from affiliation with Century 21 Gilmartin and Company, agents must deliver to the Broker any and all confidential information in their possession, including all copies of all available forms. All confidential information must be returned regardless of whether the information was made or compiled by the agent or furnished to the agent during his or her affiliation.

An exit interview process should be implemented to insure compliance with return of confidential information.

Conflicts of Interest

If you or a family member have a personal interest in either selling or purchasing a property, you must disclose this interest in writing to all parties involved in the transaction. All parties to the transaction must acknowledge in writing the existence of this interest prior to any offer being made. Forms to disclose your interest are available from NJAR.

For any other potential conflict of interest, you are required to bring the issue to the immediate attention of your principal or managing broker.

Compliance

LEGAL COMPLIANCE

In addition to any obligations set forth in this Manual, you are required to comply with all federal and New Jersey laws, including but not limited to RESPA and RSA Chapter 331-A (the Licensing Statute), all regulations, rules and orders from the New Hampshire Real Estate Commission and the current REALTOR® Code of Ethics. If you have any questions or concerns, you should promptly consult your principal or managing broker.

Agents are responsible for maintaining strict compliance with license law for all of the states in which they are operating. Examples of compliance include, but are not limited to: meeting ongoing education requirements, maintaining license renewal, and having a working knowledge of all regulations and staying abreast of changes to the current rules and regulations which can be obtained from the licensing authority of each state through their respective websites. Agents may be required to participate in special training workshops or meetings to fully understand the specific duties of new regulations or changes in license law.

RESPA COMPLIANCE

As an agent affiliated with this Firm you are required to comply fully with the Real Estate Settlement Procedures Act ("RESPA") at all times.

Generally speaking, RESPA prohibits kickbacks, referral fees, receiving unearned fees or receiving a "thing of value" for the referral of business related to a real estate transaction. RESPA also prohibits the splitting of any settlement charge except for paying for actual services rendered at fair market value. In addition to being an anti-kickback act, RESPA is a disclosure act as well. This does not mean, however, that a kickback or unearned fee that is disclosed is legal. A RESPA violation can occur whenever there is a thing of value that is to be given in exchange for a settlement service referral. The agreement can be implied from the circumstances or from historical patterns and practices. Thus, an oral agreement to provide a referral fee to a settlement provider is a violation of RESPA just as a written agreement to do so would be. As a member of this Firm you are not permitted to accept any form of an incentive from any person affiliated with any settlement service. This would include the settlement service provider agreeing to pay costs that you normally would incur as part of your brokerage activities. Likewise, you cannot provide any gifts, bonuses or incentives to any settlement service providers as well.

It is particularly important to contact your principal or managing broker if you have, or are considering having, any affiliated business arrangements, as such arrangements raise particular issues with respect to RESPA compliance.

If you ever are in doubt or have a question regarding whether proposed conduct might violate RESPA, you are required to immediately contact your principal or managing broker to discuss this issue.

COMMISSION SPLITS ON SALES

Definition of Terms

Client is defined as an owner who has listed a property for sale or to whom a property has been sold by an associate in our office.

Customer is defined as a prospect of an associate in our office who has had contact with that associate in person, by mail, by e-mail, by phone, or has been referred by a client or customer of that associate.

1. Intra-Office Commission Splits

1.1 Century 21 receives 8% of the gross commission (6% service fee and 2% national advertising fee). This applies to all sales within our office and cooperating sales with other offices. In addition, a fee of \$175 will be deducted for Errors and Omissions Insurance from the gross commission of the sales associate. Also, a fee (paid by the agent) for the enrollment of the associates client of customer into the Preferred Client Club can be deducted from the sales associates gross commission unless the associate informs the broker in writing not to enroll the client or customer.

1.2 Fifty percent (50%) of the net commission goes to the office of Century 21 Gilmartin and Company (see exception, section 1.5).

1.3 Twenty-five percent (25%) of the net commission goes to the listing agent of a sold property (see exception, section 1.5).

1.4 Twenty-five percent (25%) of the net commission goes to the selling agent of a sold property (see exception, section 1.5).

1.5 After a sales associate has generated \$30,000 gross commission to the office in a calendar year (January 1- December 31) as a listing and/or selling agent, the next and all subsequent commissions will be at a thirty percent (30%) for sales and/or for listings that close during that calendar year.

2. Commission Splits when another office sells a Century 21 Gilmartin listing

2.1 Century 21 receives eight percent (8%) of gross commission as explained above in section 1.1.

2.2 Listing sales associate gets fifty percent (50%) of the balance of the gross commission received by our office of fifty-five (55%) if exception (section 1.5 above) applies.

3. Commission Splits when one of our sales associates sells the listing of another office

3.1 Century 21 receives eight percent (8%) of gross commission as explained above in section 1.1.

3.2 Selling sales associate gets fifty percent (50%) of the balance of gross commission received by our office of fifty-five (55%) if exception (section 1.5 above) applies.

COMMISSION SPLITS ON SALES

4. Incoming Referrals

Referral customers sent to us by another real estate office, either buyers or sellers, will result in a variable percent reduction in gross income available to the office for any splits above. Sometimes referred to as a "finders fee".

5. Outgoing Referrals

If a sales associate in our office refers a client or a customer to another office and a sale results from that referral, the referring sales associate's split of the commission received by our office will be fifty percent (50%) of funds received.

6. Split when two inter office sales associates are involved in the sale of one of our listings.

YOU MUST ALWAYS ASK "HAVE YOU WORKED WITH ANYONE IN OUR OFFICE?"

6.1 If customer of sales person A asks for A or in any way indicates that he/she has worked with A, sales person B will handle customer and, if a sale results, commission will be split as follows:

6.1 (A) If B does not show any property but just prepares an agreement on a property previously shown to the customer by A, B gets 10% of A's selling commission and A assumes all of the responsibilities of the seller.

6.1 (B) If B shows a property previously shown by A but does not prepare an agreement and the property is purchased by the customer of A, B gets 20% of the selling commission and A assumes all of the responsibilities of the seller.

6.1 (C) If B shows property previously shown to customer by A and prepares an agreement for the customer, B gets 25% of A's selling commission and A assumes all of the responsibilities of the seller.

6.1 (D) If B shows properties not previously shown to the customer by A and prepares an agreement on one of these properties, B gets 30% of A's selling commission and A assumes all of the responsibilities of the seller.

6.1 (E) If any up person is called upon to leave the office to show an inspector, appraiser, etc. through a property which is under contract with any other sales person that person will get 10% of the selling agents commission. You must ALWAYS try to reach the sales agent A prior to showing the property on their behalf.

7. Commission splits, other office selling our listing.

When another office calls to show one of our listings, secretary or up sales person will proceed as follows.

7.1 Make every effort to contact listing sales person, on listings that are required to have agent present, who will show property, including the Broker's personal listings.

7.2 If the lister can not show, then the up person will show and if a sale is completed as a result of the showing, up person will receive 20% of the listing person's commission. Lister continues responsibilities under section "procedure for agreement of sale".

7.3. If the up sales person is called upon to show a property or take an inspector or appraiser, etc to a property which is already under contract in our office with another sales associate, that person will be entitled to 10% of the sales/listing person's commission at closing.

8. Rental Commission Splits

8.1 Year round rental commission splits will be as follows: twelve percent (12%) of each monthly payment goes to the office. Seven percent (7%) of that amount is paid to the broker, five percent (5%) goes to the agent.

8.2 Summer rental commission splits are also twelve percent (12%) of weekly or monthly payment to be received to the office, of that amount seven percent (7%) goes to the broker, five percent (5%) goes to the agent.

9. Commission Distribution to Agents

9.1 Commission on sales will be paid to agents no later than 10 days after closing.

9.2 Commissions on rentals will be paid to agents after the end of the calendar month pertaining the date of receipt with the following exceptions:

9.2 (A) Commissions during the months of June, July, and August, will only be released after the completion of floor time for each month. A percentage of commissions will be with-held in accordance to the percentage of non- completed floor time.

9.2 (B) No commissions will be paid to agents who do not complete floor time in June, July, and August.

10. Commission After Termination

10.1 Sales Commissions:

10.1 (A) Any listing of a terminated associate for which there is not a fully executed agreement of sale as of the date of termination becomes an office listing.

10.0 (B) For a listing or selling associate who is involved in a sale which has not settled as of date of termination, a commission of eighty percent of that which would have been earned had the associate not been terminated will be paid within 10 days of the date of receipt, provided closing is held within 60 days of termination.

10.2 Rental Commissions:

10.2 (A) For year round rentals, no commissions will be paid after date of termination.

10.2 (B) Commissions not already due and paid to terminated associates for summer rentals will not be paid after date of termination as full time associate.

10.2 (C) No commissions will be due to agents who do not work in the summer months.

Disclosures

LEAD PAINT DISCLOSURE FORM

If you are involved in a potential sale or lease of a residential property built prior to 1978, it is a requirement that the Disclosure of Information on Lead Based Paint and/or Lead Based Paint Hazards form needs to be fully completed by all parties to the transaction. This form needs to be completed prior to an offer being accepted on the property unless the buyer has the unconditional right to withdraw the offer upon receipt and review of the Lead Paint Disclosure form. The current forms are on the NHAR website and you should only use those forms.

Additionally, you should only use the form if the property was built prior to 1978 or has components in the existing structure that were built and existing in the structure prior to 1978. An example of this would be a building that was substantially rehabilitated but that contained certain components that predated 1978. The federal government takes the position that it is a violation of federal law to have the form executed for properties that are newer than 1978.

The form needs to be completely filled out by the buyer and seller. Regardless of whether you are on the buyer's side or a seller's side of the transaction, it is your responsibility as real estate agents to ensure full compliance with the completion of the disclosure form. All the boxes need to be checked, including the box where the purchaser indicated it has received copies of all information listed above, even if no actual information has been provided by the seller because the seller does not have any reports or records. The seller, the purchaser and the agents also need to initial, sign and date the form.

This form must be kept in the transaction files and fully completed. If you have any questions or concerns about how to complete the form or whether the form is applicable, please contact your principal or managing broker immediately. Penalties for non-compliance can be severe, so strict compliance with these requirements is mandatory.

Federal law requires contractors that disturb lead-based paint must be certified and follow specific work practices to prevent lead contamination.

PROPERTY DISCLOSURE OBLIGATIONS

As set forth by the NJ Real Estate Commission, Century 21 Gilmartin and Company's policy is to disclose the maximum amount of information possible to the respective parties to a potential real estate transaction, consistent with our obligations to fully and diligently represent our clients. New Jersey law requires that we disclose all known defects concerning the property about which we are actually aware. New Jersey law does not impose upon agents a duty to investigate issues. However, you may not be willfully blind to a potential problem on the property. If you have a doubt or concern about whether information should be disclosed to the other side, you should speak with your principal or managing broker to obtain guidance on the issue.

Disclosures

Century 21 Gilmartin and Company's policy is that information about the property should be disclosed, by the seller on the Seller Disclosure form. The seller, not you, needs to fully complete the Seller Disclosure form. If there are blanks or gaps, counsel the seller to put down all material information about the property or mark the item as "unknown". If a seller does not wish to complete the Seller Disclosure form, immediately inform your principal or managing broker who will then decide whether you will be allowed to continue listing the property. If new information comes to light later during the listing period, purchase negotiations, or while a sale may be pending, it is the Firm's policy to have the seller update the Seller Disclosure form and create a new amended Seller Disclosure form.

Do not make verbal disclosures yourself or suggest that you are the source of information about the property. You must specifically identify the source of the information so that the recipient of the information understands that you are relaying the information only.

If you are aware of conditions surrounding the property but not actually on the property itself that you believe reasonably might influence a buyer's decision to purchase the property, contact your principal or managing broker to discuss whether that information should be disclosed to a prospective purchaser. Again, the Firm's policy is to err on the side of disclosure as that policy best protects you, this Firm and its clients.

AGENCY DISCLOSURE

Pursuant to New Jersey Real Estate Commission regulations, you are required as part of any real estate transaction to provide your customer with a copy of the current New Jersey Real Estate Commission approved Brokerage Relationship Disclosure form ("Disclosure Form"). The current Disclosure Form is available from NHAR. Please check the website periodically as this Disclosure Form is updated from time to time.

The New Jersey Real Estate Commission requires that this Disclosure Form be provided to the consumer at the first business meeting. You should err on the side of caution in determining whether the meeting you are having with the consumer constitutes the first business meeting. If you have any doubt, you should provide the Disclosure Form to the consumer. If you are meeting in person, have the consumer execute the Disclosure Form, keep the signed original, and give the consumer a copy. If you are speaking with a person via phone, then you should set up a procedure to fax or email the Disclosure Form to the consumer and receive a copy of the signed Disclosure Form back. You should also ask the consumer to send you the original for your records. Likewise, if you are discussing a real estate transaction with a potential client via email, you should send that consumer a fax or .pdf copy of the Disclosure Form, ask them to complete it and send you a signed copy back electronically along with the original via mail. You should make sure the consumer retains a signed copy as well.

Please explain the Disclosure Form to the consumer before they sign it. This serves two purposes. First, the consumer will understand the options available. Second, this will allow you to explain the advantages to the consumer of choosing client level services. An executed original of the Disclosure Form must be retained in file for at least three years. 3 years is required by NJREC regulation, but 7 years is recommended for defense of civil liability claims.

Escrow Account Policy

Escrow Funds will not be held in interest bearing accounts unless both parties have agreed in writing and tax ID numbers have been provided. Funds held by the Firm will be released only at the time of closing or as otherwise agreed in writing by the respective parties to the transaction, or by court order.

All agents are required to promptly deliver to the office managing broker any funds they receive that are to be placed in the Office's escrow account. At no time should it take more than twenty-four hours for the escrow funds to be delivered to the office for depositing into the Office's escrow account. If the check does not clear, the managing broker or office manager must immediately advise the agent of this fact and the agent must immediately contact the Office's client and address the situation appropriately.

If a transaction falls through or a dispute arises over a transaction and one party requests the deposit funds, the agent is not authorized to agree to release the funds absent the express permission of the managing or principal broker. If there is a dispute, the Office cannot take sides. Instead, the Office will advise the parties to the transaction that they both need to reach an agreement in writing as to how the escrow deposit should be allocated. Failing that, the Office will advise the parties involved in the transaction that the Office will file an interpleader action with the Court to allow the Court to determine who is entitled to the deposit.

Wire Transfer Instructions to General Escrow Account

Bank Information:

Sturdy Savings Bank

506 Main Street

Cape May Court House, NJ 08210

Account Information:

Routing #231271284

Name and Address of Client/ Customer sending wire.

Account # 0654001680

Domestic and Foreign wiring fees will vary. Call the bank directly for current transfer rates. 609-898-1213.

Harassment Policy

Introduction

It is the policy of Century 21 Gilmartin and Company that all employees, customers and clients be free of discrimination and harassment on the basis of an individual's race, color, sex, pregnancy, sexual orientation, national origin, genetic information, religion, marital status, veteran status, physical or mental disability, age or any other protected category under federal or state law. Century 21 Gilmartin and Company will not tolerate sexual or other unlawful discrimination or harassment in the workplace or in other settings in which employees, customers and clients may find themselves in connection with their employment or agent-related business. Century 21 Gilmartin and Company also will not tolerate any retaliation against anyone complaining of harassment or anyone who has cooperated in an investigation of harassment in accordance with this policy.

Century 21 Gilmartin and Company takes allegations of violations of this policy seriously, and will respond promptly to complaints of harassment. Where we determine that inappropriate conduct has occurred, Century 21 Gilmartin and Company will act promptly to eliminate the conduct and take any necessary corrective action, including disciplinary action where appropriate.

While this policy sets forth our goals of promoting a workplace that is free of unlawful harassment, the policy is not designed or intended to limit the principal or managing broker's authority to discipline or take other remedial action for any workplace conduct that we deem unacceptable, regardless of whether the conduct satisfies the legal definition of harassment. Agents are prohibited from engaging in any conduct in violation of this policy and are subject to removal from their duties or activities with the Firm for violations of this policy.

Definition of Sexual Harassment

We believe that all of our employees, customers and clients have the right to a work and business environment free from all forms of unlawful discrimination and harassment. The Firm will not tolerate the harassment of any employee, customer, client or other covered third party on any legally protected basis, including sex. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, physical, and nonphysical conduct of a sexual nature when:

- Submission to such conduct is made explicitly or implicitly a term or condition of employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's performance at work, or creates an intimidating, hostile, or offensive work environment.

Under this definition, direct or implied requests by someone in a supervisory position for sexual favors in exchange for actual or promised job benefits such as favorable performance reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

Harassment Policy

The legal definition of sexual harassment is broad and, in addition to the above examples, other unwelcome sexually oriented conduct, whether it is intended or not, that has the effect of creating a workplace that is hostile, offensive, intimidating, or humiliating to male or female employees, customers and clients may also constitute sexual harassment. Sexual harassment also includes non-sexual comments and conduct that are directed at an individual because of his or her gender or otherwise motivated by gender discrimination.

Examples of Prohibited Conduct

Century 21 Gilmartin and Company will not tolerate unlawful harassment of any employee or client or customer by anyone employed or affiliated by the Firm at any level. Century 21 Gilmartin and Company specifically prohibits harassment for any discriminatory reason. Derogatory racial, ethnic, religious, age, sexual orientation, sexual or other inappropriate remarks, slurs, or jokes will not be tolerated.

Each employee and agent must exercise his or her own good judgment to avoid engaging in conduct that may be perceived by others as harassment. Forms of prohibited harassment include, but are not limited to:

- Verbal: sexual innuendoes, epithets based on legally protected categories, derogatory slurs, off-color jokes, unwelcome sexual advances, threats, suggestive or insulting sounds, sexual jokes, written or oral references to sexual conduct, gossip or discussion about one's sex life, comments about an individual's body, comments about an individual's activity;
- Visual/Non-Verbal: derogatory or sexually suggestive posters, cartoons or drawings; suggestive objects or pictures; email messages with sexual references or other references to protected categories; viewing inappropriate internet sites; graphic commentaries; leering; or obscene gestures;
- Physical: unwanted physical contact including touching, brushing up against someone; interference with an individual's normal work movement; assault; and
- Retaliation: making or threatening reprisals as a result of a negative response to harassment.

Scope of Prohibitions

Harassment includes a wide range of behaviors, from the actual coercion of sexual relations to unwelcome offensive comments, jokes, innuendoes and other inappropriate statements and unwelcome emphasizing of an individual's legally protected characteristics. It is not possible to list all of the additional circumstances and behaviors that may constitute harassment. However, the descriptions provided in this policy serve as some examples of conduct that, if unwelcome, may constitute harassment depending on the circumstances, including the severity of the conduct and its pervasiveness.

This policy prohibits all of the activities discussed above, by all employees and agents of Century 21 Gilmartin and Company regardless of the position within the business. Harassment by clients, customers or other non-employees, including agents from other firms, who are on company premises or who come in contact with Firm employees is also prohibited.

Harassment Policy

Consequences for Violating this Policy.

Harassment may be indirect or even unintentional. Violations of this policy, whether intended or not, will not be permitted. If it is determined that one of our employees or agents has engaged in inappropriate conduct, we will take such action as is appropriate under the circumstances. Such action may range from counseling to immediate termination of employment, affiliation or contract, and may include other forms of disciplinary action, as we deem appropriate under the circumstances.

Retaliation is Prohibited

All employees and agents should take special note that, as stated above, retaliation against an individual who has complained about harassment under this policy or participated in an investigation of harassment will not be tolerated, and will be treated as another form of harassment in accordance with this policy. All incidents of retaliation must be immediately reported in accordance with the reporting procedure described below.

Reporting Procedure for Discrimination and Harassment

If you observe unlawful discrimination or harassment, you must follow this reporting procedure to notify us of the problem so that we can promptly and thoroughly investigate this matter and take appropriate action. Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the problem. No employee or agent of the Firm is exempt from its policies prohibiting harassment or discrimination.

- Any concerns should be immediately reported to the principal or managing broker.
- We will investigate reported incidents promptly and in a fair and discreet manner.
- All complaints will be considered confidential, and disclosure will be limited to those with a need to know in order to investigate the complaint and/or take corrective action.
- The investigation will include a private interview with the person filing the complaint and, where appropriate, the witnesses. We will also conduct a private interview with the person alleged to have committed harassment. In circumstances where it is appropriate to do so, we will inform the person who filed the complaint and the person alleged to have committed the conduct of the results of the investigation.

If we determine that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct and, where appropriate, to impose disciplinary action, up to and including immediate termination of employment, affiliation or contract. The Firm will also take other corrective or remedial actions, when appropriate.

We encourage reporting of complaints so that we may appropriately address and correct any problems. An employee or agent who participates in good faith in any investigation under this policy has the Firm's assurance that it will not tolerate any retaliation against him or her as a result of bringing the complaint or otherwise participating in the process. All employees and agents are expected to be truthful, forthcoming, and cooperative in connection with a complaint investigation.

Fair Housing

Century 21 Gilmartin and Company has zero tolerance for violations of the Fair Housing laws and prohibits any client, customer, agent or employee from discriminating in the provision of any of the company's services on the basis of age, sex, race, color, religion, physical or mental disability, familial status, marital status, national origin, genetic information, sexual orientation or any other protected category.

Prohibited practices may include, but are not limited to the following behaviors:

1. Refusing to show, sell or rent based on a person being a member of a protected class.
2. Different treatment/disparate treatment to persons of a protected class.
3. Steering or guiding potential homebuyers to selected areas based on where you think they need to live.
4. Discriminatory advertising that "expresses" a preference for buyers of a particular protected category.
5. Harassment (i.e., coercion, intimidation, threats, or interference with a person's fair housing rights or because a party is abiding by fair housing law).
6. Applying more burdensome criteria to applicants of protected classes.
7. Blockbusting which is defined as any illegal, discriminatory practice whereby an agent induces a property owner to list his or her property by representing that the neighborhood may change as a result of race, color, sex, religion, sexual orientation, marital status, national origin, genetic information, disability or any other protected category.

Any violation of fair housing laws or this policy must be reported to the principal or managing broker immediately. Independent contractors are prohibited from engaging in any conduct in violation of this policy and are subject to removal from their duties or activities with the Firm for violations of this policy.

Safety and Accountability

Safety

To assist in providing a safe and healthy working environment for employees, agents, customers and visitors, Century 21 Gilmartin and Company, as well as The NAR provides information to agents about workplace safety and health issues through regular internal communication such as meetings, bulletin board postings, memos or other written communication. Some of the best safety improvement ideas come from individuals in the workplace. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with the principal or managing broker. Reports and concerns about safety in the Office's workplace may be made anonymously. All reports can be made without fear of reprisal.

Each agent is expected to obey safety rules and to exercise caution in all work activities. Agents must immediately report any unsafe condition to the appropriate supervisor. Agents who violate safety standards, who cause hazardous or dangerous situations, or who fail to report, or where appropriate, remedy such situation, may be subject to termination of the contractual relationship.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, agents should immediately notify the principal or managing Broker.

In addition, agents are encouraged to obtain a copy of safety recommendations and guidelines as published by NAR from their local board for prudent practices while showing properties.

Our office is outfitted with multiple cloud based security cameras for the safety of our agents and guests.

Safe Driving

NJ has strict laws regarding "Distracted Driving" which specifically includes but is not limited to; texting, use of cell phones, i-pods and other devices. Century 21 Gilmartin and Company recommends that you use your cell phone only when your car is stopped safely on the side of the road. You are expected to keep your automobile in a clean, properly maintained, and safe operating condition at all times. Remember: You are responsible for damage or injury caused while driving. The Office recommends that in addition to your primary insurance coverage in minimum amounts of \$250,000/\$500,000, that you obtain excess liability coverage to be written over the underlying policy. It is your obligation to drive in a safe, responsible and alert manner. This is especially true if you have clients in your car. Consult with your insurance provider for specifics and potential discounts. Please consult with your principal or managing broker regarding policy relative to transportation of children or pets.

Alcohol and Drugs

Possession, use, sale or being under the influence of alcohol or drugs on Firm premises or while conducting, representing, or discussing business pertaining to Century 21 Gilmartin and Company is prohibited.

Safety and Accountability

Smoking Policy

Smoking poses a health risk to both smokers and nonsmokers. This policy is designed to foster the health and safety of all employees, agents, clients and others in the Office's workplace. The success of this policy will depend upon the thoughtfulness, consideration and cooperation of both smokers and nonsmokers. Each agent is responsible for adhering to this policy.

All Office employees, agents, customers and visitors are expected to comply with the smoking regulations detailed in this policy to maintain a non-smoking work environment in compliance with state laws.

Smoking is only permitted in the designated outside smoking areas. Smokers are responsible for ensuring that the smoking designated area is left clean and orderly.

Smoking is prohibited inside all company buildings, and client or customer properties. If employees or brokers use personal vehicles to conduct business, no smoking is permitted inside the vehicle while on Office-related business.

An agent who sees a violation of this policy may advise the smoker of the Office's smoking policy. If the smoking continues, the agent should inform the principal or managing broker who will then be responsible for discussing the situation with the violator. Further violations should be referred to principal or managing broker. Violations of this policy may lead to disciplinary action up to and including termination of the agency relationship.

Floor Time and Scheduled Meetings

Floor time is working time. It is to be productive and you are held accountable for any time missed. As an independent contractor, you are entitled to schedule vacations and other time away from work without prior approval. However, you must advise the principal or managing broker in writing regarding your plans for time away from work and how your pending transactions and other professional obligations will be handled in your absence.

Scheduled Office meetings are mandatory and the broker must be notified in writing within 72 hours if you can not attend.

Any missed floor time during the active Summer months of June, July, and August will result in rental commissions being adjusted accordingly.

Use of Office-Owned Property

Confidential Information

All Office data and information (including customer information) is considered confidential unless the office has granted permission for a user to use it. Specific examples of confidential information includes, but is not limited to, personnel and payroll records of present or past employees, information concerning transactions with clients, financial records of the company, records of purchases from vendors and suppliers, and any other information regarding the business affairs or operating practices or procedures of the company. Accessing or attempting to access confidential data is strictly prohibited.

Confidential information should be used only for its intended purpose. Agents' responsibility for confidentiality continues outside of work, therefore agents should use special care when using home computers and other portable devices.

When sending e-mail messages concerning confidential and/or proprietary information, agents are expected to exercise significant caution because of the ability of others to "crack" the system. Questions regarding what level of security is needed for particular information should be directed to the principal or managing broker.

Safeguarding The Physical Security Of Communications System:

Reasonable precautions should be taken in regards to the physical security of Office IT resources. Disks, drives, and other devices containing sensitive information should be contained in a locked drawer, wherever possible. Computers should be turned off when not in use for an extended period or when an agent is out of his/her office.

All software installed on workstations, whether for business or personal use, must be approved by the principal or managing broker. In no way should personal computer hardware (thumb drives, MP3 players, etal) be installed at the Office unless authorized by the principal or managing broker.

Agents should not install Office software on home computers without the prior approval of the principal or managing broker.

Agents are not allowed to introduce to the office network, Internet, computers, or other IT resources media from any external sources, including, but not limited to, CDs, disks, zip drives, personal digital assistants (including, but not limited to, BlackBerries and palm pilots), USB portable drives, and other removable drive devices. Agents also may not copy, transmit, or otherwise remove any information from our network, Internet, computers, or other IT resources to CDs, disks, zip drives, personal digital assistants, USB portable drives, or other removable drive devices without prior authorization from the principal or managing broker.

Agents may not download anything from the Internet to the Office's computer without prior authorization. This includes, but is not limited to, screensavers, music, e-mail stationary, and other images.

Use of Office-Owned Property

Unauthorized Access

Unauthorized access of Firm IT resources is prohibited. Agents are not permitted to use a code, access a file, or retrieve any stored communication unless authorized to do so or unless they have received prior clearance from an authorized Office representative. Office computers and information technology is for business use by Office personnel and authorized agents. Non-employees may not use Office IT resources without permission from the principal or managing broker.

Use of a office employee's or agent's account, user name, or password, or accessing another's files without their consent (by anyone other than authorized representatives of the principal or managing broker) is strictly prohibited. Obtaining, or trying to obtain, other users' passwords, or using programs that compromise security in any way is prohibited.

Passwords are required for many of the applications of Office information technology, and users may be required to change passwords periodically for security purposes. All passcodes and passwords are the property of the Office. No agent may use a passcode, password, or voice mail access code that has not been issued to that agent by the Office or that is unknown to the Office. Users of the Office's computers, network, and other IT resources must take reasonable precautions to prevent unauthorized access to office IT resources. Passwords should not be divulged to unauthorized persons, and should not be written down or sent over the Internet, Intranet, e-mail, dial-up modem, or any other communication line.

Snooping:

Probing or "snooping" into Office information technology is prohibited. Accessing Office files or any other files on the network or the system that you did not create is prohibited unless you have prior authorization from your manager or another appropriate management representative. Observations of probing or "snooping" should be reported to the IT Department.

Sabotage:

Destruction, theft, alteration, or any other form of sabotage of Office information technology and/or IT resources, including, but not limited to, computers, programs, networks, web-sites, files, and data is prohibited and will be investigated and prosecuted to the fullest extent of the law.

Hacking:

Hacking, the breaking into and corrupting of information technology, is prohibited. Hacking into third party computer systems using Office IT resources is prohibited, and may be reported to the local authorities. Vulnerability in Office IT resources should be reported to the principal or managing broker.

Viruses:

Use of virus, worm, or Trojan horse programs is prohibited. If a virus, worm or Trojan horse is identified, it should be immediately reported to the principal or managing broker.

Personal Assistants and Agent Cooperation

Century 21 Gilmartin and Company will allow agents to take on the services of an unlicensed or licensed personal assistant only with written consent by the principal or managing broker, which must include consensus as to cost implications, use of office space and resources. Agents will be responsible for the supervision of their personal assistants with respect to all compliance issues including the Firm's policies and procedures.

If you choose to employ a personal assistant, you, as an independent contractor, are permitted to do so but you must adhere strictly to the guidance published by the New Jersey Real Estate Commission regarding what activities may be undertaken by an unlicensed or licensed personal assistant. The guidance is available on the Commission's website. Unless the Office enters into an independent contractor or employment agreement with your personal assistant, the Office shall have no obligations to and shall provide no benefits to the personal assistant. In keeping with NJ license law, a licensed personal assistant will be required to hang their license with the Office and if the compensation agreement for the licensed personal assistant is based on commissions, they must be paid directly by the Office. Additionally, the Office requires a licensed personal assistant to maintain membership in good standing with a Board of REALTORS®.

You are required to have a written agreement with your personal assistant that expresses the nature of the relationship and each party's duties and responsibilities. The Office shall be given a copy of the agreement for its approval and records prior to its effective date.

To the extent the law requires Workers Compensation insurance for the assistant; it shall be your sole responsibility to provide it. Agents should discuss this situation with a Workers Compensation insurance representative, and/or check out the New Jersey Department of Labor,

Cooperations with Other Agents

Cooperation will be offered to all licensed brokers and their agents. Compensation will be determined by the principal or managing broker and published in the MLS and disclosed to the seller client.

All agents are required to comply with Article 3 of the REALTOR® Code of Ethics and, in particular, the Standards of Practice set forth in Article 3. This means that you should cooperate with other agents unless cooperation is not in the best interest of your client. If the seller client rejects cooperation with, and compensation to, other brokers, their rejection must be in writing.

The Office's policy is that no change in compensation or agreement to change cooperative compensation may be negotiated or entered into by an agent without the prior consent of the principal or managing broker.

To the extent you encounter any issues with respect to cooperation between agents, please bring the issue to the immediate attention of the principal or managing broker so that the principal or managing broker can help resolve the situation.

Receipt and Acknowledgment of P and P Manual

This Manual is an important document intended to help you become acquainted with Century 21 Gilmartin and Company.

This Manual will serve as a guide; it is not the final word in all cases. Individual circumstances may call for individual attention.

Please read the following statements and sign below to indicate your receipt and acknowledgment of the Manual.

- I have received a copy and understand that it is my obligation to read the Office Policies and Procedures Manual. I understand that the policies described in the Manual are subject to change at the office's sole discretion at any time. It will be my responsibility to update my personal copy as additions or revisions are provided to me. I understand that this Manual supersedes and replaces all other previous manuals and personnel policies for the Firm.

- I understand that I am an independent contractor, subject to an express written contract and that I am not an employee of Century 21 Gilmartin and Company. My association with the Office may be terminated at any time for any reason not prohibited by law, with written notice by me or the principal or managing broker.

- I am aware that this Manual does not create an express or implied contract for any rights or benefits, and that the Manual is intended as a set of guidelines only. I will consult with the principal or managing broker regarding any questions I may have regarding any of the Office's policies.

- I am aware that during the course of my affiliation with Century 21 Gilmartin and Company, confidential information may be made available to me. I understand that this confidential information must not be given out or used outside of the Office with non-office employees or agents, except as required by law or in accordance with the governing rules of ethics.

- I understand that my signature below indicates that I have read, understand and am in agreement with the above statements and have received a copy of the Office Policies and Procedures Manual.

Agent's Name (please print):

Agent's Signature :

Date:



THIS INDEPENDENT CONTRACTOR AGREEMENT is made and executed on this the ____ Day of _____ (Month), _____ (Year) by and between:

PARTIES

1. Century 21 Gilmartin and Company, a company incorporated under the laws of the State of New Jersey, and having its principal office at 1382 Lafayette St. Cape May, NJ 08204 represented by Joseph T. Gilmartin, (hereinafter referred to as the "Broker") which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include all persons deriving title under the "Broker".

AND

2. _____, an individual, aged ____, having an Social Security Number: _____, residing at _____ (hereinafter referred to as the "Independent Contractor") which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include all persons deriving title under the Independent Contractor.

RECITALS:

- A. WHEREAS**, the Broker is licensed as a real estate broker in the State of New Jersey, The Broker maintains an office at 1382 Lafayette St. Cape May, NJ 08204 and is completely equipped to render services in the field of real estate to the public.
- B. WHEREAS**, the Independent Contractor, is adequately licensed as a Real Estate Salesman and is duly qualified to solicit real estate for sale or for exchange or for other purposes.
- C. WHEREAS**, the Broker has expressed his desire to hire the services of the Independent Contractor and Independent Contractor has expressed his willingness towards the same.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the reasons set forth and in consideration of the covenants and promises of the parties hereto, parties agree as follows:

1. INTERPRETATIONS

Unless the context of this Agreement otherwise requires:

- 1.1** The headings of the clauses to this Agreement are for convenience only and shall be ignored in construing this Agreement.
- 1.2** The singular includes the plural and vice versa.
- 1.3** References to a party or the parties are references to either the Broker or the Independent Contractor or both, as deem and appropriate.
- 1.4** References to other agreements and documents shall be deemed to be references to such agreements and documents as amended, replaced, substituted, assigned, novated, supplemented or otherwise modified from time to time; and the words "include" and "including" shall be deemed to be qualified by a reference to without limitation.

2. EFFECTIVE DATE

The effective date of this Agreement shall be ____ of _____, 20__ and all rights and obligations of the parties hereunder shall be effective as of that date.

3. INDEPENDENT CONTRACTOR'S RIGHTS AND OBLIGATIONS

It is agreed that:

- 3.1** The Independent Contractor shall act as a referral agent for the Broker and is not to be treated as an employee of the Broker for the purposes of tax.
- 3.2** The Independent Contractor shall not have any fixed hours of work but shall complete floor time per the Policy and Procedures.
- 3.3** The Independent Contractor shall conduct his business in accordance with and in conformance with the applicable laws and rules governing the real estate industry and a real estate salesman.
- 3.4** The Independent Contractor further agrees to act in accordance with the ethical rules of conduct governing a real estate salesman in a real estate industry.
- 3.5** The Independent Contractor will abide by the rules governing the Broker's business, with regard to which the Broker shall inform the Independent Contractor from time to time.

- 3.6** The Independent Contractor shall devote his time and energy in the best possible manner and towards the growth of Broker's business. Including in-office and event presence.
- 3.7** The Independent Contractor is himself liable for all the expenses incurred by him in the course of this agreement and for the purpose of further developing the Broker's business including marketing, travel and educational expense. Physical property such as electronics, supplies, materials, etc supplied by the broker are usable but not owned by the Independent Contractor. Should termination present, said goods are released by the Independent Contractor.
- 3.8** At the time of making a referral it is the responsibility of the Independent Contractor to secure a percentage referral agreement with the receiving real estate agency.
- 3.9** The Independent Contractor has to renew his / her license as and when the license becomes due for renewal without any fail. The Independent Contractor is responsible for any and all financial obligations regarding license renewals, or continuing education.

4. RESTRICTIVE COVENANTS

- 4.1** The Independent Contractor shall not hire, employ, contract with or for, retain license or sponsor any sub agents.
- 4.2** The Independent Contractor shall not list or sell real estate independently.
- 4.3** The Independent Contractor shall not give the impression that he / she is not affiliated.

5. BROKER'S OBLIGATIONS

It is agreed that:

- 5.1** The Broker in consideration of the commission which will be split with the Independent Contractor shall provide the Independent Contractor all the guidance so required with regard to the Independent Contractor referral business.
- 5.2** The commissions so payable to the Independent Contractor are negotiable;
- 5.3** The commission amount would be collected by the Broker and would be transferred in favor of the Independent Contractor within a time period of 10 days from the date of receipt of such commission.
- 5.4** Rental Commissions shall be dispersed per the Policy and Procedure agreement, The Broker shall retain 7% of the Commission and the Independent Contractor shall be entitled to 5% of the Commission.

6. TERM OF THIS AGREEMENT

This Agreement is entered into for a time period of 24 Months and begins from the effective date to _____, unless and until terminated by either of the parties in accordance with the Clause on Termination specified herein.

7. TERMINATION

7.1 If the Independent Contractor has committed any breach of the terms specified herein or has failed to conduct his business in accordance with the applicable law then the Broker is entitled to cancel this agreement, with or without notice to the Independent Contractor.

7.2 The Parties may at any time, without cause terminate this agreement after giving written notice of 30 days to the other.

8. ASSIGNMENT

The Independent Contractor shall not assign or otherwise transfer any of the rights and obligations so placed on the Independent Contractor hereunder. Any purported or attempted assignment or other transfer or delegation in violation of this Section shall be null and void.

9. INDEMNIFICATION

Independent Contractor agrees to indemnify and hold harmless the Broker, its agents, employees, officers, successors, assigns and any other party deriving title under the term Broker from all fines, levies, suits, proceedings, claims, actions or causes of actions of any kind whatsoever including, but not limited to, all costs, court costs, litigation expenses and attorney fees arising from, growing out of, in connection with or incidental to the Independent Contractor activities and operation of a real estate business.

10. LIMITATION OF LIABILITY

The Broker shall not be liable to the Independent Contractor for any expenses so incurred by the Independent Contractor nor shall the Independent Contractor have the authority to bind the Broker by any promise or representations, unless specifically authorized in advance and in writing by Broker. The Independent Contractor agrees to pay all costs and expenses incurred by the Broker in defending or satisfying any claim or judgment assessed against the Broker arising from any claims, complaints or litigation which arise against the Broker directly due to the activities of the Independent Contractor.

11. RELATIONSHIP BETWEEN PARTIES

Each party is an independent contractor of the other party. Nothing herein will constitute a partnership between or joint venture by the parties", or constitute either party the agent of the other.

12. NOTICE

Any notice to be given by one Party to the other under, or in connection with this "Agreement" shall be in writing, signed by or on behalf of the Party giving it, and addressed to the recipient at the address or facsimile number set out below or to such other address or facsimile number as that Party may notify to the other Party:

To the Broker:

Address: Joseph T. Gilmartin 1382 Lafayette St. Cape May, NJ 08204

Attention: Joseph T. Gilmartin, Owner/Broker

Facsimile no: 609-884-4844

To the Independent Contractor:

Address: _____

Attention: _____

Facsimile no: _____

13. AMENDMENTS & MODIFICATIONS

No modification of or amendment to this Agreement will be effective unless in writing signed by authorized representatives of both Parties.

14. NO WAIVERS

The rights and remedies of the parties to this Agreement are cumulative and not alternative. No waiver of any rights is to be charged against any Party unless such waiver is in writing signed by an authorized representative of the Party so charged. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

15. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the party's intent.

16. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts (which may be exchanged by facsimile), each of which will be deemed an original, but all of which together will constitute the same Agreement.

17. GOVERNING LAW AND FORUM

The validity, construction, interpretation of this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to principles of conflicts of law.

The Parties hereby consent and agree to the exclusive jurisdiction of the state and federal courts located in Trenton, New Jersey for all suits, actions or proceedings directly or indirectly arising out of or relating to this Agreement, and waive any and all objections to such courts, including but not limited to objections based on improper venue or inconvenient forum, and each Party hereby irrevocably submits to the jurisdiction of such courts in any suits, actions or proceedings arising out of or relating to this Agreement

18. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein, superseding all previous Agreement pertaining to such subject matter, and may be modified only by an amendment executed in writing by the authorized officers of both parties hereto. All prior agreements, representations, warranties, statements, negotiations, understandings and undertakings are superseded hereby. Both parties hereto represent that they have read this Agreement, understand it, agree to be bound by all terms and conditions stated herein, and acknowledge receipt of a signed, true and exact copy of this Agreement.

IN WITNESS, WHEREOF, the parties have executed this Agreement under seal as of the day and year first written above.

BROKER

Name: _____

Title: _____

Date: _____

(Witness)

INDEPENDENT CONTRACTOR

Name: _____

Title: _____

Date: _____

(Witness)



RENTALS: AGENT/OFFICE RESPONSIBILITIES

Rentals are a vital and constantly changing part of our business here at Century 21 Gilmartin and Company. It is important as some things change; all agents are aware of their responsibilities as it applies to seasonal rentals.

1. Tenant information
2. Lease generation
3. Payment details
4. Refund management
5. Tenant issues
6. Owner issues
7. Rental Rates
8. Commissions

Tenant Information

It is imperative that all tenant information is completed in Real Time Rental. This allows our office to communicate with your tenant in the case of an emergency, change in reservation, shift in check in, or check out time, or any other issue that may arise before/during/after their stay.

Real Time Rental is a powerful tool our office uses to communicate many different things with our rental tenants. Properties listed for sale, last minute rental opportunities, local events, and much more. Real Time Rental allows for up to date tenant information export in both a digital, and paper forum. This allows our office to share with rental tenants' things that are both agent specific, as well as office related.

If you are uncertain how to enter a tenant in Real Time Rental, many video tutorials are available to walk you through the steps needed.

Consequently, it is equally as important that your tenant has all **YOUR** contact information prior to their reservation. Accurate communication is necessary to avoid confusion regarding property amenities, check in times, addresses, etc.

Lease Generation

The lifecycle of a lease has not changed, although some of the software our office uses may shift with the times, the basic steps have not.

1. Lease to tenant
 - a. It is the agent's responsibility to generate the lease for a tenant's stay. The agent is to print or email a completed version of the lease to the front office. Paper copies may be placed at the front desk, digital copies may be sent to c21capemay@gmail.com
 - b. Should an agent choose to send leases for digital signatures, the same applies for a signed lease. The office is to be given a copy either in paper form or digitally.
2. Lease to Owner
 - a. After a tenant signs a lease, the office will MAIL a hard copy to the homeowner for signature. THE OFFICE WILL NOT SEND LEASES FOR DIGITAL SIGNATURES, should an agent choose to do so, a fully signed lease is to be sent to the office in either digital or hard copy.
 - b. If payment has been remitted, a check will be included with the Owner's copy of the lease. If a tenant has booked a reservation with a 3rd party, payments are not generally released until the day of check in. **IF YOU HAVE BOOKED A RESERVATION WITH A THRID PARTY IT IS THE AGENT'S RESPONSIBILTY TO INFORM THIS TO THE HOMEOWNER AND EXPLAIN THE PAYOUT PROCESS.** Our office has included the verbiage regarding 3rd party bookings on owner authorization forms, but do not assume they understand how the payout process differs.
3. Fully signed lease to tenants
 - a. A fully signed version of the lease will be MAILED to a tenant by the office. If an agent has opted for a fully digital version of a lease, it is the agent's responsibility to deliver a fully signed lease to a tenant for their records.

It is a rental agent's responsibility to explain check in, and property details to a tenant.

Payment Details

The processing of rental payments happens in accordance with the version of reservation that has been created.

For example, if a lease is created through our office, payments are made directly to Century 21 Gilmartin and Company via Paylease, cash or check, the payments are processed based on the lease due dates.

If a reservation is made through a 3rd party, funds are generally not released until the day of check in, making funds inaccessible for 24-72 hours. Checks made to owners are mailed upon immediate release of funds.

IT IS AN AGENTS RESPONSIBILITY TO INFORM OUR OFFICE OF RESERVATION AMOUNTS IF A BOOKING IS MADE THROUGH A 3RD PARTY. Funds released to not include tenant names, property addresses, or any discerning way for the front desk to process payments. Please include payment breakdowns to the office with the lease. Below is an example of what a 3rd party break down may look like.

The screenshot displays the Vrbo agent dashboard with a 'Traveler payment' modal open. The modal provides a detailed breakdown of a booking payment. The background shows the dashboard's sidebar with navigation options like Dashboard, Inbox, Calendars, and Reservation manager. The main content area shows a booking summary for a property at 503 Bayshore Road, with a total payout of \$1,723.30. A 'Payment schedule' section indicates the first payment of \$2,178.27 is due on 9/9/2020 via VISA.

| Traveler payment | |
|-------------------------------|-------------------|
| 3 nights | \$1,425.00 |
| Cleaning Fee | \$300.00 |
| Property Fees | \$58.00 |
| Booking amount | \$1,783.00 |
| Lodging taxes we remit | \$207.27 |
| Traveler service fee | \$188.00 |
| Total traveler payment | \$2,178.27 |

Looking for your damage protection?
You're covered. Damage deposits and protection are shown in the damage protection section.

Thanks for booking — hope you have a great stay!
Joseph Gilmartin

Hello Patricia,

[Reply](#)

\$1,723.30
Total payout*

Booking amount: \$1,783.00
[View full traveler payment: \\$2,178.27](#)

Paid to Vrbo: \$59.70
[View itemized deductions](#)

Total payout* **\$1,723.30**

* Your payout is the booking amount minus deductions. It excludes damage deposit, property damage protection, taxes, and service fees.

Payment schedule

Payment 1 of 1: \$2,178.27
Payment includes taxes and fees
Paid on 9/9/2020 by Patricia Tordella via VISA
Your payout was disbursed on 9/16/2020.

[Add extra charge](#) [Send refund](#)

Need some help?
Take product tours, leave feedback, or visit the Help Center.
[Give it](#)

Refund Management

Our office has established a built-in refund clause with each rental lease. Obviously, considerations for extreme circumstances may be given if discussed and cleared by a homeowner.

Payments made and applied to a least may be found on any reservation page on Real Time Rental under the "lease ledger" portion of the reservation management page.

The screenshot displays the 'Manage Lease' interface for Lease ID 2927177. The header includes the Century 21 logo and contact information for Cape May, NJ. The main content area is divided into a left sidebar with navigation links (Management Functions, Fees, Payments, etc.) and a main panel. The main panel shows lease details: Lease ID 2927177, Start Date 9/15/2020, End Date 12/31/2020, and Status TENANT. It also lists the owner, Anne M Ryan, and the property, 1042 Seashore Rd, Cape May, NJ 08204. A section for 'Tenant(s)' lists Rob Harte as the primary tenant. At the bottom, there are links for 'Print Lease Options', 'Lease and Cover Letter', 'Lease', 'Tenant Final', and 'Owner Letter'. A footer contains copyright information for Strategic Planning and Management, LLC.

| Tenant(s) | Payment Schedule | Commission Info | Attached Brokers Activity Tracker | Lease Documents |
|--|-------------------------|-----------------|-----------------------------------|-----------------|
| Primary Tenant: Complete tenant details... | Tenant lease history... | | | |

Accordingly, payments that have been made by a tenant, or checks that have been issued to an owner can also be found under this section. Should an owner contact you, as an agent with questions regarding payments, you are to use this function to answer the questions. Please, DO NOT simply hand the owner off to the office when you have the capacity to answer questions.

This applies to the returning of security deposits as well. Should a tenant contact you with question of a refund return, use the lease ledger tab to determine if and when a refund check has been issued. Damage deposits are released 30 days after checking out-NOT BEFORE, barring any issues.

If issues have occurred, please communicate with owners proper documentation must be given to our office if they wish to withhold monies from a tenant's damage deposit.

Tenant Issues

As a rental agent you are a representative of not just yourself, but also as an agent of this office. You are a professional, and your behavior and responses are expected to be those of a professional.

Rental tenants from all over the world come to visit Cape May, and they look to us to help make their stay as wonderful as possible. Above all else, as a rental agent your first thought when responding to an issue should be "How would I want to be treated in this situation?". As professionals, agents should do their best to trouble shoot and create solutions for tenant issues. In a rare situation when a rental agent has exhausted all of his or her problem-solving abilities, the office will step in to assist. Remember, YOU are the fire wall between a rental tenant and a rental owner. You represent this office on both sides.

Owner Issues

As with tenant issues, there will be circumstances beyond our control where a rental homeowner has issue with a tenant. Whether it be a late rental payment, articles left behind after a stay, or damage to property, YOU are to be the first line of defense in finding solutions.

Late payment information can be found on your lease page under the "lease ledger" tab. Notes can also be added to property information to clarify owner preferences, like check in times, Wi-Fi info, etc. If a homeowner communicates things to you as an agent, you are able to change these details in Real Time Rental. The property homeowners trust information they offer to agents will be addressed immediately.

As with tenants, as a rental professional, if issues arise that you feel you can not handle, our office will step in.

Rental Rates

Rental rates are supplied to our office by owners once a year.

Physical packets including an authorization sheet, weekly/monthly/daily rates sheet, as well as suggested inventory and turn-over cleaning check list. On occasion if a homeowner has a relationship with an agent, he or she will send rates to the agent directly. Should this happen, please forward the details to the office general email immediately.

Owners are also sent these forms digitally, and a site specifically for rental communication has been created.

www.c21rentaldepartment.com is a great place to send new or seasoned homeowners who are considering renting their home.

Our office also monitors rentals generated through 3rd party booking sites, such as VRBO, Air BnB, Flip Key, and more. We assume any operating costs, and pricing as well as rental payout varies. If you are thinking of hosting a property please speak with the office manager to be sure you have the needed information and verbiage. No unauthorized 3rd party hosting is permitted.

Rental Commissions

Rental commission for all properties is 12%, 7% to the brokerage, and 5% to the agent. On occasion, we will extend a lessor commission to a homeowner, but this may not be offered without authorization from the broker.

This release of funds from a homeowner may be considered an operating expense, which often allows a homeowner to use the commission as an expense when they file their taxes and income earnings at the end of each year.

Many homeowners are not aware of this ability, it is a great way to offer services to a homeowner who might already rent a home on their own.

Payments for rentals are issued on the 7th of each month.