



POLICY MANUAL

(REVISED 12/16)

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OUR PEOPLE

Unless stated below Landrum Human Resources Policies will apply

ADMINISTRATIVE COMPLAINTS & GRIEVANCES (Pertaining to Staff and Board of Directors)

These complaints and grievances should be of a business nature and should be pertinent to the business of the Board.

Staff Complaints and Grievances

When a member has a complaint or grievance against any member of staff, the member should be directed to the Association Executive or the President of the Association. The AE or the President will schedule a meeting or conference with the complainant, hear their complaint and if warranted, that complaint shall be put into writing in case of a need for further action by the AE or Board of Directors.

Director Complaints and Grievances

When a member of the association or staff member has a complaint or grievance against a current director of our Board, the member shall be directed to the President of the Association. The President will then meet or conference with the complainant, hear their complaint and if warranted, that complaint shall be put into writing in case of further need for action by the Board of Directors.

Complaints and Grievances against the President

When a member of the association, staff member or director has a complaint or grievance against the President of the Association, that member will be directed to the President Elect and Past President, will jointly meet with the complainant, hear their complaint and if warranted, that complaint shall be put into writing in case of further need for action by the Board of Directors.

12/06

NON EXEMPT WORKERS COMPENSATION POLICY

Non-exempt employees are to be paid time and one-half (1.5) for work time that exceeds 40 hours during a scheduled workweek. A scheduled work week is defined as 8:30 a.m. – 4:30 p.m. unless otherwise directed in writing.

Employees asked to work overtime are expected to do so. Employees are not authorized to work overtime unless authorized in writing by the Association Executive. Working overtime without authorization will result in disciplinary action up to and including termination.

12/06

VACATION, SICK LEAVE & HOLIDAY **FULL TIME EMPLOYEES (40 HRS WEEKLY)**

Sick Leave

Following the 90 day probationary period an Employee may, upon the approval of immediate supervisor, be absent for no more than 5 (five) business days in a calendar year as medically necessary due to illness. Once eligible, if an Employee exhausts the allotted sick leave, such sick leave shall be deducted from the Employee's wages. Sick leave is not cumulative and must be used within each calendar year or the privilege will expire. NABOR shall not compensate any Employee for any unused sick leave upon departure. Every effort will be made to contact the immediate supervisor as quickly as possible on the first day of absence.

Vacation Time

The established vacation year is January 1st through December 31st. Employees must submit a written request to their immediate supervisor for approval at least five days in advance. Vacations are not permitted during major events sponsored or operated by NABOR. Supervisor must approve all requests. Vacation time must be taken in half or full day

increments. Requests are granted on a first come-first served basis. Seniority is not a determining factor when granting requests.

Vacation time is accrued in a prorated manner (0.833' hours per month), the Employee being eligible for 80 hours paid vacation per full calendar year worked. Following 6 months employment an Employee may take 40 hours (five business days) vacation. An Employee considered full time, working 30 or more hours but less than 40 hours weekly will accrue and may take vacation time in a pro rated manner to reflect such hours.

Following five years of employment an Employee may take a three week paid vacation (15 business days) per calendar year. No more than 80 hours vacation in consecutive days may be taken at any one time.

Vacation time is not cumulative and must be taken in the year for which it is accrued unless the express written permission of the President has been granted. Upon termination of employment, unused vacation time which has been accrued will be paid. Vacation time taken beyond what was accrued will be deducted from final paycheck or if applicable must be paid back to NABOR upon an Employees departure.

Unpaid Leave

All requests for time off will first be approved by the Employee's immediate supervisor. Time off for any reason during the working day will count against your allotted vacation time. Once an employee has used all their accrued vacation time, the time off will be without pay.

Authorized Paid Holidays

The following are authorized paid holidays. Paid holiday conflicts may be substituted by the immediate supervisor.

- President's Day
- Martin Luther King Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Eve (half day)
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve (half day)
- Christmas Day
- Day after Christmas Day
- New Year's Eve (half day)
- New Years Day
- Employee's Birthday

Overtime/Compensatory Time

Hours will not be worked in excess of the business week (forty hours) without the express permission of the Employee's immediate supervisor. Compensatory time only will be granted in lieu of payment where agreed excess hours have been worked. Said time shall be taken by arrangement with immediate supervisor and used within the calendar month it was accrued.

1/07

Note: AE has personal contract terms

HIRING CONSIDERATIONS

The Navarre Area Board of Realtors, Inc. is an equal opportunity employer who attempts to hire applicants who appear to be good for our organization. In making this determination we endeavor to assess each applicant's knowledge, skills and abilities. It is important that all employees be able to form effective working relationships with clients and coworkers and that they have the ability to support all company policies and procedures.

To insure that the operational aspects of the Navarre Area Board of Realtors are above reproach and that our business ethics be of the highest caliber we cannot give the impression that any of our employees engage in outside activities or employment that creates a conflict of interest.

There are times when we handle confidential information concerning our clients and their families and our clients and potential clients must have full confidence in our ability to properly and professionally use this information.

Applicants for **PERMANENT** (Permanent defined as 90 days or more) available office positions must not hold an active real estate license. Additionally, temporary applicants that hold a license may not have any administrative access to MLS records, or any confidential Realtor files (i.e., grievance, etc).

It is anticipated that our community will have complete faith in the honesty and integrity of our selection procedures and in doing so we will demonstrate that we adhere to the highest level of ethics of our profession.

02/05

OUR BUSINESS PRACTICES - ADMINISTRATIVE & LEGAL

ANTITRUST

It shall be the policy of the Association to be in strict compliance with all Federal and State Antitrust laws, rules and regulations. Therefore, these policies and procedures apply to all membership, board, committee and other meetings of the Association, and all meetings attended by representatives of the Association.

1. A discussion of prices or price levels is prohibited. In addition, no discussion is permitted of any elements of a company's operations, which might influence price such as:
 - Cost of operations, supplies, labor or services;
 - Allowance for discounts;
 - Terms of sale including credit arrangements; and,
 - Profit margins and mark ups, provided this limitation shall not extend to discussions of methods of operation, maintenance, and similar matters in which cost or efficiency is merely incidental.
2. It is a violation of antitrust laws to agree not to compete, therefore, discussions of division of territories or customers or limitations on the nature of business carried on or products sold are not permitted.
3. Boycotts in any form are unlawful. Discussion relating to boycotts is prohibited, including discussions about blacklisting or unfavorable reports about particular companies including their financial situation.
4. It is the Association's policy that all meetings attended by representatives of the Association where discussion can border on an area of antitrust sensitivity, the Association's representative request that the discussion be stopped and ask that the request be made a part of the minutes of the meeting being attended. If others continue such discussion, the Association's representative should excuse himself from the meeting and request that the minutes show that he left the meeting at that point and why he left. Any such instances should be reported immediately to the President and staff of the Association.
5. It is the Association's policy that a copy of these Antitrust Compliance Policies and Procedures be given to each officer, director, committee member, official representative of member companies and Association employees annually and that the same be read, or understood at all meetings of the membership of the Association.

09/06

ASSOCIATION ANTITRUST – TABOOS

Be sure to have legal counsel brief organization leadership and staff at least annually, distributing an antitrust compliance statement and recording the action in office meeting minutes.

Orientation discussion topics should include:

- Do NOT discuss prices, fees or rates, or features that can impact (raise, lower or stabilize) prices such as discounts, costs, terms and condition of sale, warranties or profit margins. Note that price fixing may be inferred by involvement in price related discussions – whether or not an agreement was made among competitors.
- Do NOT agree with competitors to uniform terms of sale, warranties or contract provisions.
- Do NOT exchange data concerning fees, prices, production, sales, bids, costs, customers' credit, or other business practices unless the exchange is pursuant to a well considered plan approved by legal counsel.
- Do NOT agree with competitors to divide up customers, markets or territories.
- Do NOT agree with competitors not to deal with certain suppliers or others.
- Do NOT try to prevent a supplier from selling to your competitor(s).
- Do NOT discuss your customers with your competitors.
- Do NOT agree to any membership restrictions, standard setting, certification, accreditation, or self-regulation programs without the restrictions or programs having been approved by association's legal counsel.
- DO insist that meeting agendas be circulated in advance and that minutes of all meetings properly reflect the actions taken at the meeting.
- DO leave any meeting (formal or informal) where improper discussions are held that might border on antitrust violations. Tell everyone why you are leaving.
- DO ensure that staff sends out all correspondence and that officers, directors, committee members, or other members do not hold themselves out as speaking or acting with the authority when they do not, in fact, have such authority.
- DO ensure that if questions arise about the legal aspects or your individual responsibilities under the antitrust laws, you seek advice and counsel from your own counsel or from the staff and counsel of association.

1/06

CODE OF CONDUCT AND SEXUAL HARASSMENT

The members and staff must work together effectively as a team to accomplish the Board's goals. Such joint efforts are enhanced by an environment of courtesy and mutual respect. Offensive behavior not only impedes the effectiveness of the joint efforts but can also create exposure to legal liability.

The Navarre Area Board of Realtors® fully supports the rights and opportunities of all its directors, committee members, and employees to work in an environment free from discrimination and without subjugation to sexual harassment.

Sexual harassment may be overt or subtle. It includes behavior that is not welcome; that is personally offensive; that fails to respect the rights of others; that lowers morale; and that, therefore, interferes with the effectiveness of our work. Sexual

harassment may take different forms. One specific form is a demand for sexual favors. Other forms of harassment include:

Verbal sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, threats.

Non-verbal sexually suggestive objects or pictures, graphic commentaries, suggestive or insulting sounds, leering, whistling, obscene gestures.

Unwanted physical contact, including touching, pinching, brushing the body, coerced sexual intercourse, assault.

Sexual harassment of any member or staff by any member or staff will not be tolerated. All staff and members will be expected to behave accordingly and take appropriate measures to ensure that such conduct does not occur. Appropriate disciplinary action will be taken against any staff or member who engages in sexual harassment.

Any employee or director who believes they have been the subject of sexual harassment should report the alleged act immediately to the Association Executive who will inform the Board President in writing. If the complaint involves the Association Executive or the President, the complaint should be brought to the attention of the immediate Past President and President Elect.

Any employee receiving a harassment complaint from a member should direct said member to immediately report the incident to the Association Executive who will notify the Board President in writing.

2/08

DMCA COMPLIANT WEBSITE REPEAT OFFENDER POLICY

The law states that no one is permitted to use someone else's images/intellectual property without permission. A photographer who takes a photo and retains the rights to that photo is protected from other people stealing the photo and using it on a website without permission and/or compensation.

For the purpose of this policy, all forms of intellectual property shall, to the best of our ability, be protected from copyright infringement.

If the Board becomes aware that one of our members/users is a repeat copyright infringer, it is our policy to take reasonable steps within our power to punish the offender. Examples of which could be Board mandated additional education, a fine, and ultimately termination of the member/user if the behavior persists.

*Repeatedly shall mean more than four times in any two year period.

05/16

DMCA/ TERMS OF USE POLICY

Welcome to our websites: www.naborhome.com, www.navarrerealtors.org, www.navarrerealtors.realtor, navarremls.com & the Navarre Area Board of Realtors® FaceBook page: www.facebook.com/pages/NAVARRE-AREA-BOARD-OF-REALTORS

By using our sites, you are agreeing to comply with and be bound by the following terms of use. Please review the following terms carefully. If you do not agree to these terms, you should not use these sites. The term "Navarre Area Board of REALTORS®" or "Navarre Area Board of Realtors® Multiple Listing Service (MLS)" or "Navarre MLS" or "us" or "we" or "our" refers to Navarre Area Board of REALTORS®, Inc. (NABOR) the owner of the Websites. The term "you" refers to the user or viewer of our Website.

This Agreement describes the terms and conditions ("Terms") pursuant to which you may access and use the services provided on www.naborhome.com, www.navarrerealtors.org, www.navarrerealtors.realtor, the Navarre MLS and the Navarre Area Board of Realtors Facebook page ("the Site(s)"). Please read this Agreement carefully as your use of the Sites constitutes your binding acceptance of these Terms, including any modifications we may make. In consideration of the Navarre Area Board of Realtors® ("NABOR") granting you access to the Sites, you hereby agree as follows:

1. NABOR reserves the right at its sole discretion to change, modify, add or remove portions of these Terms at any time without notice or liability, and such modification shall become effective upon posting on the Site(s). Your use of the Site(s) following any such modification shall be conclusively deemed to be your acceptance of such modification.
2. The information provided on the Site(s) is for educational and informational purposes and in the case of the MLS compensation purposes only. The information should not be construed as a recommendation by NABOR for any course of action regarding financial, legal or accounting matters. It is not meant as a substitute for professional advice from a qualified legal, accounting or financial professional
3. NABOR does not represent, warrant or endorse the accuracy or reliability of any information displayed, uploaded, downloaded or distributed through the Site(s) by any user, or any other person or entity. NABOR disclaims liability for any damages or losses, direct or indirect, that may result from use of or reliance on information contained on the Site(s).
4. NABOR may change, suspend or discontinue any aspect of the services provided at the Site(s) at any time without notice or liability, including the availability of any feature, blog, database or content.
5. The Site(s) contains a combination of content that NABOR creates, its partners create, and that its users create. All materials published on the Site(s) including but not limited to text, images, video, graphics and multimedia files ("Content") are protected by all applicable copyright and trademark laws and are owned by NABOR or the party credited as the provider of the Content. All rights in the Content are expressly reserved by the applicable copyright and trademark owner.
 - a. Reprinting or disseminating Content from the Site shall be subject to the owner's express written permission.
 - b. You may not sublicense, transfer or otherwise make any Content available to any third party for commercial purposes or financial gain or use the Content in any other media or in any other location other than as permitted in this section. You may not upload Content that contains advertising or promotion for particular real estate services, including brokerage, lending, title insurance, property or casualty insurance, property management, building developing or consulting.
 - c. All Content provided by any party other than NABOR must identify the party who provided that Content.
 - d. By posting material to the Site, you warrant and represent that you either own or otherwise control all of the rights to that material, including without limitation, all the rights necessary for you to provide, post, upload, input, or submit the material, or that your use of the material is a fair use. You agree that you will not knowingly and with intent to defraud provide material and misleading false information. You represent and warrant also that the material you supply does not violate these Terms, and that you will indemnify and hold NABOR, its subsidiaries, affiliates, officers, employees, and agents, harmless for any and all claims resulting from material you supply.
 - e. By posting material to the Site(s), you grant NABOR, its subsidiaries, affiliates, partners and third party licensees a nonexclusive, perpetual, irrevocable, worldwide, sub licensable, royalty-free license to use, store, display, publish, transmit, transfer, distribute, reproduce, aggregate your material with other content, create derivative works of and publicly perform that content for any purpose on and through each of the services provided by the Site(s). This license shall apply to the distribution and the storage of your content in any form, medium, or technology now known or later developed.
7. The Site(s) may contain links to other Internet sites operated by third parties. These links are provided as a convenience to access the information contained therein. NABOR does not endorse or approve, is not a sponsor, partner, promoter or publisher of such sites or their content, and expressly disclaims any responsibility or liability for the content of any other site. You should direct any concerns regarding any external link to the site administrator or Webmaster of such other site.
8. Your dealings with advertisers and third party vendors found on or through the site(s) including your participation in promotions, the purchase of goods, and any terms, conditions, warranties or representations associated with such activities, are solely between you and the third party. NABOR does not make any representations or warranties with respect to any goods or services that may be obtained from such third parties, and you agree that NABOR will have no liability for any loss or damage of any kind incurred as a result of any activities you undertake in connection with the use of or reliance on any content, goods, services, information or other materials available, or through such third parties, on the

Site(s). You acknowledge that such third party sites usually have their own terms and conditions, including privacy policies, over which NABOR has no control and which will govern your rights and obligations with respect to the use of those sites.

9. THIS SITE IS PROVIDED BY NABOR ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT ANY WARRANTY THAT THE SITE WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY. NABOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE USABILITY, CONDITION OR OPERATION OF THE SITE(S), OR THAT ACCESS TO OR USE OF THE SITE(S) WILL BE UNINTERRUPTED OR ERROR-FREE, OR AS TO THE INFORMATION, CONTENT OR MATERIALS INCLUDED ON THIS SITE(S). YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE(S) IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NABOR DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPARABILITY, SECURITY AND ACCURACY. YOU AGREE THAT NABOR IS NOT LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SITE(S), INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, AND CONSEQUENTIAL AND PUNITIVE DAMAGES.

10. **NAVARRE MLS** - As part of the subscription process to use the Navarre MLS Site, you will be assigned a user name and password. You may change your password at any time in accordance with the procedure on the Site. You agree you are exclusively responsible for maintaining the security of your password. You agree to provide NABOR with accurate, complete, and updated registration information. Failure to do shall constitute a breach of this Agreement, which may result in immediate termination of your access to the Navarre MLS Site.

11. **NAVARRE MLS** - NABOR reserves the right, but not the obligation, to send electronic mail to any and all users of the Site(s) for the purpose of informing them of changes or additions to the Site(s) or any related services or products. Your subscription to the Navarre MLS Site constitutes your consent to receive such electronic mail.

12. **NAVARRE MLS** - NABOR may at any time, in its sole discretion, terminate, limit or suspend your access to the Navarre MLS site without notice or liability, for any reason whatsoever, including without limitation your breach of this Agreement or the termination of your membership in NABOR and / or the Navarre MLS.

13. **SOCIAL MEDIA** - NABOR encourages meaningful exchange on our Facebook page on issues involving REALTORS® and real estate. Unless otherwise provided for regarding a specific section of the Site, user Content is reviewed by a NABOR representative and disapproved Content will be removed within approximately two business days. NABOR aims to publish all user-submitted Content unless it:

- Contains language that NABOR, in its sole discretion, considers offensive or inappropriate;
- Is not relevant to the post that is being responded to;
- Is a commercial endorsement, including spam; or
- Infringes the trademarks or copyrights of NABOR or any third parties.
 - a. NABOR disclaims responsibility and liability for the content and opinions expressed by others on the Facebook page including, but not limited to, content or opinions regarding any products or service mentioned on the Site.
 - b. If you upload Content to the Facebook page you agree to indemnify and hold NABOR harmless from any and all liabilities, damages or expenses whatsoever due, directly or indirectly, to any cause of action arising out of the Content posted by you.
 - c. You agree to use the Facebook page only for lawful purposes and not to upload any unlawful Content or in any other way use the Facebook page so as to violate any local, state, or national law.
 - d. NABOR reserves the right but not the obligation to refuse, move, or remove any material submitted to the Facebook page for any reason and to restrict, suspend, or terminate your access to all or any part of the Facebook page.
 - (i) You agree not to post any defamatory, libelous, threatening, vulgar, sexual explicit, abusive, profane, rude, obscene, or anonymous Content.
 - (ii) You agree not to take any action which would disrupt or interfere with the normal use of the Facebook page by other authorized users.
 - (iii) You agree not to post any advertising, promotional or other type of solicitation to other authorized users of the Facebook page.
 - (iv) You agree not to impersonate any other person in any registration or Content you upload to the Facebook page.

14. This Agreement, its Terms, and use of the Site(s) are governed by and will be interpreted under the laws of the State of Florida, United States of America, without reference to conflicts of laws and without regard to the location of execution or performance of this agreement.

You hereby agree that any and all disputes which may arise and any litigation that may arise from such disputes will be litigated before a court located in the State of Florida U.S.A., to the exclusion of the courts of any other country, state or county.

15. **COPYRIGHT INFRINGEMENT**- If you believe that your intellectual property rights have been violated by NABOR or by a third party who has uploaded Content on our Site(s), please provide in writing (USPS receipted signature required) the following information to the NABOR-designated agent listed below:

- a. A description of the copyrighted work or other intellectual property that you claim has been infringed;
- b. A description of where the material that you claim is infringing is located on the Site(s);
- c. An address, a telephone number, and an e-mail address where NABOR can contact you and, if different, an e-mail address where the alleged infringing party, if not NABOR, can contact you
- d. A statement that you have a good-faith belief that the use is not authorized by the copyright or other intellectual property rights owner, by its agent, or by law;
- e. A statement by you under penalty of perjury that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the owner's behalf;
- f. Your electronic or physical signature.

NABOR may request additional information before removing any infringing material. NABOR may provide the alleged infringing party with your contact information so that that person can respond to your allegations.

NABOR has registered a designated agent with the Copyright Office pursuant to 17 U.S.C. 512(c). If you believe your copyright material is being used on this Site without permission, please notify the designated agent at:

The Association Executive
 NAVARRE AREA BOARD OF REALTORS®
 1917 Navarre School Road
 Navarre, Florida 32566

04/16

ELECTRONIC RECORDING OF MINUTES

To assist in the accurate preparation of the Minutes, the monthly Board of Directors' meetings will be taped. The tape recording will be stored in a secure, locked cabinet, pending approval of the minutes, after which time, the recording will be erased.

04/08

EMAIL ROSTER DISSEMINATION

As a member benefit, NABOR REALTOR® and Affiliates are entitled to have access to the membership email roster.

This information is provided with the following stipulations:

- It is for the sole use of the member/organization concerned and will not be disseminated to a third party.
- The information is to be used for marketing purposes only.

Failure to observe these conditions may result in the refusal of subsequent requests.

08/08

EMERGENCY ALERT

If a member of the Association calls to report suspicious behavior, the Association Executive shall inform the Board President of the alleged circumstances.

An email or MLS alert will be sent notifying the membership to be wary of suspicious behavior only IF an incident report has been filed with a local law enforcement agency.

The email will be generic in verbiage and not directly quote any specific identifying information such as names or license registration numbers.

The police report case # will be quoted, and anyone with or wishing further information will be directed accordingly.

Prudent safety measures will be recommended.

05/16

INDEPENDENT CONTRACTOR

The following documents are required for anyone doing Independent Contracting work for NABOR:

- Certificate of Insurance
- Completed IRS Form W-9

12/04

PRIVACY

We recognize the importance of protecting the personal information provided at Web sites owned and/or controlled by the Navarre Area Board of Realtors®.

1. We gather the following types of information needed to process your transactions, fulfill your requests, and maintain our membership records:

- Contact information you provide (for example, your personal and business addresses, phone and fax numbers, firm affiliations and titles).
- Tracking information which our Web server automatically recognizes each time you visit one of our sites or communicate with us by e-mail (for example, your domain name, your e-mail address, and what pages you visit); and
- Information you volunteer, via applications or surveys (for example, education, designations, specialties, affiliations with other real estate organizations and general demographic data).

2. We use this information to:

- Improve and customize the content and layout of our site.
- Notify you of updates to our sites.
- Notify you of relevant services.
- Notify you of upcoming events and programs.
- Track usage of our sites.

3. NABOR does not sell e-mail addresses.

4. NABOR will not share or otherwise provide other information about you to third parties, except to:

- Other members for the limited marketing purpose of contacting you
- When required by law or valid legal process, or to protect the personal safety of our members or the public.

5. We maintain security procedures and standards which we believe are as safe as today's technology permits. We test these procedures and modify them regularly as new technologies become feasible.

02/07

TRANSPARENCY/ PUBLIC RECORDS

Minutes shall be taken to accurately reflect each meeting (Committee and Board of Directors).

The Minutes will be presented at the next subsequent meeting for approval and filed with the Chief Staff Executive in accordance with the Document Retention policy.

Minutes of all meetings are available to any member, via appointment with the Secretary or Chief Staff Executive.

Financial records are available to any member via appointment with the Chief Staff Executive or Treasurer.

12/08

RECORD RETENTION AND DESTRUCTION

1) Purpose

The purpose of this Policy is to ensure that necessary records and documents of are adequately protected and maintained and to ensure that records that are no longer needed by the Navarre Area Board of Realtors® or are of no value are discarded at the proper time. This Policy is also for the purpose of aiding employees of the Navarre Area Board of Realtors® in understanding their obligations in retaining electronic documents - including e-mail, Web files, text files, sound and movie files, PDF documents, and all Microsoft Office or other formatted files.

2) Policy

This Policy represents the Navarre Area Board of Realtors®s policy regarding the retention and disposal of records and the retention and disposal of electronic documents.

3) Administration

Attached as Appendix A is a Record Retention Schedule that is approved as the initial maintenance, retention and disposal schedule for physical records of the Navarre Area Board of Realtors® and the retention and disposal of electronic documents. The Chief Executive Officer is the officer in charge of the administration of this Policy and the implementation of processes and procedures to ensure that the Record Retention Schedule is followed. The Chief Executive Officer is also authorized to: make modifications to the Record Retention Schedule from time to time to ensure that it is in compliance with local, state and federal laws and includes the appropriate document and record categories for the Navarre Area Board of Realtors®; monitor local, state and federal laws affecting record retention; annually review the record retention and disposal program; and monitor compliance with this Policy.

4) Suspension of Record Disposal In Event of Litigation or Claims

In the event the Navarre Area Board of Realtors® is served with any subpoena or request for documents or any employee becomes aware of a governmental investigation or audit concerning the Navarre Area Board of Realtors® or the commencement of any litigation against or concerning the Navarre Area Board of Realtors®, such employee shall inform the Chief Executive Officer and any further disposal of documents shall be suspended until such time as the Chief Executive Officer, with the advice of counsel, determines otherwise. The Chief Executive Officer shall take such steps as is necessary to promptly inform all staff of any suspension in the further disposal of documents.

Applicability

This Policy applies to all physical records generated in the course of the Navarre Area Board of Realtors®'s operation, including both original documents and reproductions. It also applies to the electronic documents described above.

This Policy was approved by the Board of Directors of the Navarre Area Board of Realtors® on .

APPENDIX A - RECORD RETENTION SCHEDULE

The Record Retention Schedule is organized as follows:

SECTION TOPIC

- A. Accounting and Finance
- B. Contracts
- C. Corporate Records
- D. Correspondence and Internal Memoranda
- E. Electronic Documents
- F. Grant Records
- G. Insurance Records
- H. Legal Files and Papers
- I. Miscellaneous
- J. Payroll Documents
- K. Pension Documents
- L. Personnel Records
- M. Property Records
- N. Tax Records
- O. Contribution Records
- P. Programs & Services Records
- Q. Fiscal Sponsor Project Records

A. ACCOUNTING AND FINANCE

Record Type	Retention Period
Accounts Payable ledgers and schedules	7 years
Accounts Receivable ledgers and schedules	7 years
Annual Audit Reports and Financial Statements	Permanent
Annual Audit Records, including work papers and other documents that relate to the audit	7 years after completion of audit
Annual Plans and Budgets	2 years
Bank Statements and Canceled Checks	7 years
Employee Expense Reports	7 years
General Ledgers	Permanent
Interim Financial Statements	7 years
Notes Receivable ledgers and schedules	7 years

Record Type	Retention Period
Investment Records	7 years after sale of investment
Credit card records (documents showing customer credit card number)	2 years

1. Credit card record retention and destruction

All records showing customer credit card number must be locked in a desk drawer or a file cabinet when not in immediate use by staff.

If it is determined that information on a document, which contains credit card information, is necessary for retention beyond 2 years, then the credit card number will be cut out of the document.

B. CONTRACTS

Record Type	Retention Period
Contracts and Related Correspondence (including any proposal that resulted in the contract and all other supportive documentation)	7 years after expiration or termination

C. CORPORATE RECORDS

Record Type	Retention Period
Corporate Records (minute books, signed minutes of the Board and all committees, corporate seals, articles of incorporation, bylaws, annual corporate reports)	Permanent
Licenses and Permits	Permanent

D. CORRESPONDENCE AND INTERNAL MEMORANDA

General Principle: Most correspondence and internal memoranda should be retained for the same period as the document they pertain to or support. For instance, a letter pertaining to a particular contract would be retained as long as the contract (7 years after expiration). It is recommended that records that support a particular project be kept with the project and take on the retention time of that particular project file.

Correspondence or memoranda that do not pertain to documents having a prescribed retention period should generally be discarded sooner. These may be divided into two general categories:

- Those pertaining to routine matters and having no significant, lasting consequences should be discarded *within two years*. Some examples include:
 - Routine letters and notes that require no acknowledgment or follow-up, such as notes of appreciation, congratulations, letters of transmittal, and plans for meetings.
 - Form letters that require no follow-up.
 - Letters of general inquiry and replies that complete a cycle of correspondence.
 - Letters or complaints requesting specific action that have no further value after changes are made or action taken (such as name or address change).
 - Other letters of inconsequential subject matter or that definitely close correspondence to which no further reference will be necessary.

- Chronological correspondence files.

Please note that copies of interoffice correspondence and documents where a copy will be in the originating department file should be read and destroyed, unless that information provides reference to or direction to other documents and must be kept for project traceability.

2. Those pertaining to non-routine matters or having significant lasting consequences should generally be retained permanently.

E. ELECTRONIC DOCUMENTS

1. **Electronic Mail:** Not all email needs to be retained, depending on the subject matter.
 - All e-mail—from internal or external sources—is to be deleted after 12 months.
 - Staff will strive to keep all but an insignificant minority of their e-mail related to business issues.
 - The Navarre Area Board of Realtors® will archive e-mail for six months after the staff has deleted it, after which time the e-mail will be permanently deleted.
 - All the Navarre Area Board of Realtors® business-related email should be downloaded to a service center or user directory on the server.
 - Staff will not store or transfer the Navarre Area Board of Realtors®-related e-mail on non-work-related computers except as necessary or appropriate for the Navarre Area Board of Realtors® purposes.
 - Staff will take care not to send confidential/proprietary the Navarre Area Board of Realtors® information to outside sources.
2. **Electronic Documents:** including Microsoft Office Suite and PDF files. Retention also depends on the subject matter.
 - **PDF documents** – The length of time that a PDF file should be retained should be based upon the content of the file and the category under the various sections of this policy. The maximum period that a PDF file should be retained is 6 years. PDF files the employee deems vital to the performance of his or her job should be printed and stored in the employee's workspace.
 - **Text/formatted files** - Staff will conduct annual reviews of all text/formatted files (e.g., Microsoft Word documents) and will delete all those they consider unnecessary or outdated. After five years, all text files will be deleted from the network and the staff's desktop/laptop. Text/formatted files the staff deems vital to the performance of their job should be printed and stored in the staff's workspace.
3. **Web Page Files: Internet Cookies**

Each day the Navarre Area Board of Realtors® will run a tape backup copy of all electronic files (including email) on the Navarre Area Board of Realtors®'s servers. This backup tape is a safeguard to retrieve lost information within a one-year retrieval period should documents on the network experience problems. The tape backup copy is considered a safeguard for the record retention system of the Navarre Area Board of Realtors®, but is not considered an official repository of the Navarre Area Board of Realtors® records. All monthly and yearly tapes are stored offsite according to the Navarre Area Board of Realtors® Disaster Recovery Policy.

In certain cases a document will be maintained in both paper and electronic form. In such cases the official document will be the electronic document.

F. GRANT RECORDS - Not applicable

G. INSURANCE RECORDS

Record Type	Retention Period
Annual Loss Summaries	10 years
Audits and Adjustments	3 years after final adjustment
Certificates Issued to the Navarre Area Board of Realtors®	Permanent

Record Type	Retention Period
Claims Files (including correspondence, medical records, injury documentation, etc.)	Permanent
Group Insurance Plans - Active Employees	Until Plan is amended or terminated
Group Insurance Plans – Retirees	Permanent or until 6 years after death of last eligible participant
Inspections	3 years
Insurance Policies (including expired policies)	Permanent
Journal Entry Support Data	7 years
Loss Runs	10 years
Releases and Settlements	25 years

H. LEGAL FILES AND PAPERS

Record Type	Retention Period
Legal Memoranda and Opinions (including all subject matter files)	7 years after close of matter
Litigation Files	1 year after expiration of appeals or time for filing appeals
Court Orders	Permanent
Requests for Departure from Records Retention Plan	10 years

I. MISCELLANEOUS

Record Type	Retention Period
Consultant's Reports	2 years
Material of Historical Value (including pictures, publications)	Permanent
Policy and Procedures Manuals – Original	Current version with revision history
Policy and Procedures Manuals - Copies	Retain current version only
Annual Reports	Permanent

J. PAYROLL DOCUMENTS

Record Type	Retention Period
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Record Type	Retention Period
Employee Deduction Authorizations	4 years after termination
Payroll Deductions	Termination + 7 years
W-2 and W-4 Forms	Termination + 7 years
Garnishments, Assignments, Attachments	Termination + 7 years
Labor Distribution Cost Records	7 years
Payroll Registers (gross and net)	7 years
Time Cards/Sheets	2 years
Unclaimed Wage Records	6 years

K. PENSION DOCUMENTS AND SUPPORTING EMPLOYEE DATA Not applicable

L. PERSONNEL RECORDS

Record Type	Retention Period
Commissions/Bonuses/Incentives/Awards	7 years
EEO- 1 /EEO-2 - Employer Information Reports	2 years after superseded or filing (whichever is longer)
Employee Earnings Records	Separation + 7 years
Employee Handbooks	1 copy kept permanently
Employee Medical Records	Separation + 6 years
Employee Personnel Records (including individual attendance records, application forms, job or status change records, performance evaluations, termination papers, withholding information, garnishments, test results, training and qualification records)	6 years after separation
Employment Contracts – Individual	7 years after separation
Employment Records - Correspondence with Employment Agencies and Advertisements for Job Openings	3 years from date of hiring decision

Record Type	Retention Period
Employment Records - All Non-Hired Applicants (including all applications and resumes - whether solicited or unsolicited, results of post-offer, pre-employment physicals, results of background investigations, if any, related correspondence)	2-4 years (4 years if file contains any correspondence which might be construed as an offer)
Job Descriptions	3 years after superseded
Personnel Count Records	3 years
Forms I-9	3 years after hiring, or 1 year after separation if later

M. PROPERTY RECORDS

Record Type	Retention Period
Correspondence, Property Deeds, Assessments, Licenses, Rights of Way	Permanent
Original Purchase/Sale/Lease Agreement	Permanent
Property Insurance Policies	Permanent

N. TAX RECORDS

General Principle: Donors Forum must keep books of account or records as are sufficient to establish amount of gross income, deductions, credits, or other matters required to be shown in any such return.

These documents and records shall be kept for as long as the contents thereof may become material in the administration of federal, state, and local income, franchise, and property tax laws.

Record Type	Retention Period
Tax-Exemption Documents and Related Correspondence	Permanent
IRS Rulings	Permanent
Excise Tax Records	7 years
Payroll Tax Records	7 years
Tax Bills, Receipts, Statements	7 years
Tax Returns - Income, Franchise, Property	Permanent
Tax Workpaper Packages - Originals	7 years
Sales/Use Tax Records	7 years

Record Type	Retention Period
Annual Information Returns - Federal and State	Permanent
IRS or other Government Audit Records	Permanent

O. CONTRIBUTION RECORDS

Record Type	Retention Period
Records of Contributions	Permanent
The Navarre Area Board of Realtors®s or other documents evidencing terms of gifts	Permanent

P. PROGRAM AND SERVICE RECORDS Not applicable

Q. FISCAL SPONSOR PROJECT RECORDS

Record Type	Retention Period
Sponsorship agreements	Permanent

04/08

SCHOOL DONATION POLICY

Regarding the distribution of the members' annual voluntary school donations:

For requests of support to be considered, they must be submitted using the on line form posted at www.navarrerealtors.org

The Association Executive will include each correctly submitted request on the subsequent month's agenda for consideration by the Board.

Consideration of each request will be given on a "case by case" basis.

12/10

SYSTEM BACKUP & EMERGENCY BINDER

- At the beginning of each month staff should make two backup copies of the My Documents files on each office computer. To save space and time it is not necessary to include ClipArt, Picture Files, or all but the most recent newsletter in this backup. One backup copy should remain in the office near the computer containing the backed up files. The other backup copy should be given to the AE who will take the backup disk(s) home until the following month when it will be replaced with the new month's backup disk(s).
- At the beginning of each month staff should make two backup copies of Microsoft Outlook, ACT Database, and WinFax Database. One backup copy should remain in the office near the computer containing the backed up files. The other backup copy should be given to the AE who will take the backup disk(s) home until the following month when it will be replaced with the new month's backup disk(s).
- Two backups of the QuickBooks program should be made each time something is entered or changed in the QuickBooks system. One copy should stay in the office and one copy should go home with the AE.

- AE should keep up-to-date two copies of the NABOR Emergency Binder. The Emergency Binder should contain the following documents:
 - *Letter of Determination
 - *Articles of Incorporation
 - *IRS Tax Returns for the past 3 years
 - Current copy of NABOR Bylaws
 - Current copy of MLS Rules
 - Insurance Documents
 - Any other pertinent NABOR documents

One Emergency Binder should remain accessible to staff in the AE's office. The other Emergency Binder should be taken home with the AE.

**Denotes items that are public record and must be furnished within 24 hours upon request from the public.*

07/04

TRANSPARENCY

Minutes shall be taken to accurately reflect each meeting (Committee and Board of Directors).

The Minutes will be presented at the next subsequent meeting for approval and filed with the Chief Staff Executive in accordance with the Document Retention policy.

Minutes of all meetings are available to any member, via appointment with the Secretary or Chief Staff Executive.

Financial records are available to any member via appointment with the Chief Staff Executive or Treasurer.

12/08

WHISTLE BLOWER

If any director or staff member reasonably believes that any policy, practice or activity of the Navarre Area Board of REALTORS® (NABOR) is in violation of law, a written complaint must be filed by that person with the Chief Staff Executive or Board President.

It is the intent of NABOR to adhere to all laws and regulations that apply to the organization and the underlying purpose of this policy is to support the organizations goals of legal compliance. The support of all directors and staff is necessary to achieving compliance with all laws and regulations. A director or staff member is protected from retaliation only if the person brings the alleged unlawful activity, policy or practice to the attention of NABOR and provides NABOR with a reasonable opportunity to investigate and correct the alleged unlawful activity. The protection described below is only available to those persons who comply with this requirement.

NABOR will not retaliate against a director or staff member who in good faith has made a protest or complaint against some practice of NABOR or of another entity of whom NABOR has a business relationship on the basis that the practice is a violation of law or a clear mandate of public policy.

NABOR will not retaliate against a director or staff member who discloses or threatens to disclose a supervisor, public body, any activity, policy or practice of NABOR that said person believes is in violation of a law, rule or regulation mandated pursuant to law or is in violation of a clear mandate or public policy concerning the health, safety, welfare or protection of the environment.

My signature below indicates my receipt and understanding of this policy. I also verify that I have been provided with an opportunity to ask questions about the policy.

Date

Print Name

Signature
12/08

OUR MEMBERSHIP

APPLICATION FEE

It shall be the policy of the Board that existing Realtor® members who transfer their primary membership to NABOR shall pay a reduced application fee of \$50. New licensees will continue to pay the \$150 application fee.

04/15

APPRAISAL MEMBERSHIP

Appraisers who request MLS services through NABOR must be a member of a Board of REALTORS® before MLS access can be granted.

To become a member of the Navarre Area Board of REALTORS®, the appraiser must complete the application for full REALTOR® membership, as in accordance with our Bylaws. Once the application has been submitted, dues received, and membership approved and accepted by the Board of Directors, the appraiser is expected and required to fulfill the same training/education requirements which includes, but may not be limited to, the mandatory Board Orientation, MLS training and Ethics class currently required of all new REALTOR® members.

02/07

BUILDER AFFILIATE MEMBERSHIP

To attend NABOR networking & promotional events, active licensees (*affiliated with a builder*) must either be a primary or secondary Realtor® member.

In circumstances where there is no Designated Realtor® for the licensee to base his/her Realtor® membership on, the licensee (on behalf of their Affiliate member company) may attend NABOR events and promote their company's listings.

02/16

COMMITTEE PURPOSE & CHAIRMAN ELIGIBILITY

PURPOSE: *To define what the committee is tasked to accomplish/how it affects the budget, identify chairman/participant eligibility, and define responsibilities of the chairs. Additionally, this policy will clarify which chairs are eligible to attend FR training and conventions at NABOR's expense.*

Committees: NABOR's committees shall be defined as one of two types: Business or Event. Each Committee will have a separate goal description with budget impact and a library of "minutes/agendas" to be maintained in the NABOR Office.

- **Business Committees:**

- Require special training, (Grievance, Professional Standards)
- Special access and/or continuity (Financial, Building)
- Chairperson training and/or travel to FR as a NABOR representative, budget dependent (RPAC, MLS).

Events also contribute to NABOR's business and operating account but are usually a "once-a-year" activity.

- **Event Committees:**

- Golf Tournament
- Awards
- Weekly Blue Ribbon Tours
- Monthly Breakfast
- Relay For Life
- Holiday Party
- Home Show

Chairman: Must be a Realtor® member in good standing. All committee chairs will sign a Committee Commitment form along with acknowledgement of the job description/impact on NABOR budget and attend “Chairman” training at least once (held annually). Additionally, Committee Chairs shall:

- Business/events. Appointments are made by the incoming President (subject to approval by the Board of Directors)

05/16

MEMBERSHIP RECOMMENDATION

No letter of recommendation or reference shall be issued on behalf of any member to assert their honesty, moral character, reputation or financial standing.

This does not preclude the Staff from issuing customary “Letters of Good Standing” when requested by other associations.

10/12

NEW MEMBERS ORIENTATION PROGRAM /PROVISIONAL MEMBERSHIP

A member’s REALTOR® membership status shall be considered “provisional” until the mandatory Orientation Program and attendance at an Induction Ceremony (to swear the oath), within the required time frames are completed. Failure to satisfy these requirements will result in denial of the membership application or termination of provisional membership.

Orientation Program

Bylaws requirements: New Member Ethics training (to be taken within 180 days of application) *or supply a Letter of Good Standing from previous Association showing taken within the past 12 months.*

MLS Classroom Instruction (within 30 days of access or at the first scheduled orientation, whichever occurs first).

Local requirements: New *members* shall take a mandatory “line by line” contract class (within 180 days of application) *or supply a Letter of Good Standing from previous Association showing a Contracts class has been taken within the past 12 months.*

New members shall take the recommended NABOR branded NAR Online Orientation course (within 180 days of application) *or supply a Letter of Good Standing showing previous Board membership within the past 12 months.*

Induction Ceremony

Provisional members who have completed the New *Members* Orientation Program shall attend an Induction Ceremony (within 180 days of completion).

12/16

REFERRAL LICENSE

The current NAR & NABOR bylaws exempt from the DR’s dues obligation referral licensees in a separate entity, but does not exempt them if they are part of the same firm (even if located in different offices). An “entity” means a separate, legally recognized business, and includes all of the possible structures for that business permitted under state law.

07/14

PROFESSIONAL STANDARDS

ARBITRATION

- ❖ When an arbitration complaint is received, NABOR does not mandate that the parties mediate prior to arbitration.
- ❖ Mediation is offered should both parties agree, otherwise the matter will be considered at an arbitration hearing. 1/12
- ❖ In accordance with NAR policy all parties to an Arbitration Hearing will deposit with the Board a filing fee (in the amount of \$250).
This fee shall be non-refundable to the complainant should they withdraw their complaint after such time as the Hearing date has been set.

The winning party in of any Arbitration Hearing shall have their filing fee returned; the losing party in any Arbitration Hearing will forfeit their filing fee.

05/16

CITATION

Recommendations:

1. An ethics complaint may be eligible for the citation program if there is an alleged violation, identified under the Citation Schedule of **Articles 3, 4, 5, 6, 12, 14 and/or 16**, provided the complaint does not also include articles which are not included in the citation program (i.e. Articles 1, 2, 7, 8, 9, 10, 11, 13, 15 or 17).
2. Upon receipt of a complaint alleging violation of the Code of Ethics, the Grievance Committee will consider whether the allegations of the complaint are true and support a potential violation of the Code of Ethics. In the event the Grievance Committee forwards the complaint to Professional Standards, it will be reviewed by the Chairman of the Professional Standards Committee or the Professional Standard's Chair's designee to identify if it is eligible for evaluation by a Professional Standards tribunal for the purpose of determining if the conduct is prohibited by the Citation schedule that has been adopted by the ASSOCIATION as a citable offense.

If after the Professional Standards Committee has reviewed a complaint and determined there is a possible violation of the Code of Ethics and that the complaint meets the requirements of the citation program, the citation shall be sent to the respondent, with a copy to the respondent's broker if the respondent is a non-principal.

3. The respondent will have 15 days from receipt of the citation to elect to accept the citation and timely abide by the sanctions outlined in the citation. If, within 15 days, the respondent does not acknowledge acceptance of the citation, the complaint will be forwarded to hearing in accordance with the procedures as outlined in NAR's *Code of Ethics and Arbitration Manual*.
4. If the respondent acknowledges and elects to accept the citation; but fails to abide by the sanctions, the local association shall follow its bylaw provisions for enforcement.
5. Sanctions under the Citation Program are as follows:
(The offense sanctions apply when the same respondent is named in the complaint not necessarily the same article.)

First Offense – Fine of \$300.00* to be paid within 60 days of citation date, and completion of the NAR online Ethics Training course within 60 days of the citation date.

Second Offense – Fine of \$600.00* to be paid within 60 days of citation date.

Third Offense – Fine of \$900.00* to be paid within 60 days of citation date.

***The fine will be the same whether one article has been cited or whether several Articles (under the citation program) have been cited on the complaint (i.e., there will be no increase in fine because more than one Article has been cited).**

6. A respondent is eligible to receive only three (3) citations within a thirty-six, (36) month period. After thirty-six months, the number of citations resets to three (3). If after three (3) citations have been issued and a subsequent complaint is filed within the same thirty-six (36) month period, the complaint will automatically be forwarded by the Professional Standards tribunal to a hearing and will not be eligible for the Citation Program. The citations are to remain in the respondent's file indefinitely and will be available to hearing panels for any future ethics hearings as well as for use in the Citation Program for progressive sanctions guidelines.
7. A respondent will be given 60 days from receipt of citation notice to correct the violation and to notify the ASSOCIATION of the correction.
8. If additional complaints are filed against the same respondent within the 60-day citation timeline alleging the same violation, the complaint will not be considered by the Professional Standards tribunal; rather it will automatically be forwarded to Professional Standards for a formal hearing.
9. If any complaint is forwarded to the respondent as a citation or dismissal, it will include a letter of explanation to the respondent.

Anonymous Complaints:

Anonymous complaints are eligible for consideration under the citation program for alleged violations of Articles 3, 4, 5, 6, 12, 14 and/or 16 provided the complainant submits sufficient documentation as evidence of the alleged violation. Anonymous complaints are those whereby the complainant does not provide his identity and no attempt by staff will be made to secure the identity.

The procedures outlined above shall be followed for Anonymous complaints except in cases where the respondent does not elect to accept the citation. In the event the respondent does not accept the citation and the Professional Standards tribunal determines there is sufficient evidential documentation to support the alleged violation, the Professional Standards Chair shall appoint a designee from of the Professional Standards Committee to become the complainant and present the case at the hearing. However, in the event the Professional Standards tribunal determines there is insufficient evidential documentation, the tribunal may dismiss the anonymous complaint. ASSOCIATION staff has authority to gather the necessary information (in instances of Facebook/Web site issues) on behalf of the Professional Standards tribunal for the purpose of making an informed decision.

11/14

PROFESSIONAL STANDARDS

A Professional Standards training program for Grievance Committee, Professional Standards Committee, and Board of Directors members shall be instituted annually.

Attendance of the program shall be mandatory by all new members of the Grievance Committee, Professional Standards Committee and new directors.

Attendance of the program shall be mandatory by any member of the Grievance Committee, Professional Standards Committee and director who has not undertaken the training at least once in the previous three years.

"Seasoned" members of the Grievance Committee, Professional Standards Committee and Board of Directors (who have attended the training in the previous three years) shall be encouraged to attend of their own volition.

It shall be the policy of the Board NOT to accept anonymous complaints.

It shall be the policy of the Board that the personal recording of any professional standards or arbitration proceedings by either involved party shall not be permitted.

Involved parties may obtain an official copy of the Board's recording (in accordance with NAR policy).

When an ethics complaint is dismissed by the Grievance Committee, the Executive Committee shall consider the appeal.

If a member of the Executive Committee is involved in the complaint in any way whatsoever and therefore unable to give an unbiased professional opinion, they shall be excused from the appeal and their place shall be taken by a Director as chosen by the current President.

If the President is involved in the complaint in any way whatsoever and therefore unable to give an unbiased professional opinion, they shall be excused from the appeal and their place shall be taken by a Director as chosen by the Immediate Past President.

If the outcome of a Professional Standards Hearing or an Arbitration Hearing is appealed, the full Board of Directors shall consider the appeal in accordance with procedures as outlined in the NAR Ethics & Arbitration manual.

05/16

OUR FINANCES

ARREARS

In accordance with the approved Bylaws the following shall act as direction to NABOR staff regarding members in arrears.

Members shall be considered delinquent if payment is not forthcoming on the following basis:

- Store items – payment due at time of purchase or on receipt of invoice
- Membership luncheons – payment due at time of event (Affiliates only: Invoicing is permitted with a credit card on file. Credit card to be invoiced if payment not received within 30 days)
- Educational classes – payment due no later than day of class
- Fines, fees or penalties – payment due on receipt of invoice
- Event participation (Golf Tournament, Holiday Party, Home Show, HOT Homes, Car Show etc) – payment due no later than day of event unless otherwise stated.
- Sponsorships - payment due no later than event promotional deadlines.
- Dues – Payable by January 1st. Late fees and penalties per published schedule.

The following procedural timeline shall be considered direction from the Board of Directors:

For Realtor®Members

30 days late – staff notify member & broker, requesting payment, warning of suspension and advising of dispute procedure.

60 days late – staff notify member and broker of suspension at close of business that day, and warn of termination – copy sent to Board of Directors (to satisfy Bylaws requirement). Upon receipt of payment in full of arrears, member is re-activated at first possible opportunity.

90 days late – staff instigate an automatic termination. Member, broker and Board of Directors notified. Before re-activation can occur: Payment in full plus \$150 re-activation fee. Member must also undertake new member orientation at next available cycle.

30 days late:

Our records indicate that your NABOR account is currently delinquent by 30 days or more. The approved Bylaws state:

Nonpayment of Financial Obligations. If dues, fees, fines, or other assessments including amounts owed to the Board or the Board's Multiple Listing Service are not paid within one (1) month after the due date, the nonpaying Member is subject to suspension at the discretion of the Board of Directors.

To avoid a disruption of service, kindly satisfy this amount at your earliest convenience.

A copy of this email has been sent to your broker and a statement forwarded for your records. Please note that only the Board of Directors' (collectively) has the authority to waive fees or disregard current policy. If you disagree with this amount or wish any extenuating circumstances to be considered, a written statement should be made for their attention, and sent via the Association Executive.

NABOR accepts Visa, MasterCard and Diners Club. NABOR Office hours are 8:30 am thru 4:30 pm and for your convenience, payment may be made using PayPal at www.naborhome.com

60 days late:

Our records indicate that your NABOR account is currently delinquent by 60 days or more. Pursuant to the approved Bylaws, notification has been made to the Board of Directors and your MLS access and membership will be suspended as of close of business today unless payment is forthcoming.

You are kindly requested to satisfy this amount immediately. A copy of this email has been sent to your broker. Please note that only the Board of Directors' (collectively) has the authority to waive fees or disregard current policy.

You are advised that accounts delinquent by 90 days will result in termination and a \$150 re-activation fee.

NABOR accepts Visa, MasterCard and Diners Club. NABOR Office hours are 8:30 am thru 4:30 pm and for your convenience, payment may be made using PayPal via www.naborhome.com

90 days late: Member terminated. Designated Realtor and the Board of Directors notified.

For Affiliates

Sponsorship of Events

Only members in good standing with the Board shall be allowed to sponsor a NABOR event. Members not in good standing will be notified by staff prior to the event and asked to make good.

Because of the necessity for some affiliate members to claim corporate funding, NABOR staff will contact any affiliate member in arrears by more than 30 days and request immediate payment. If an account is in arrears by more than 60

days, membership will be suspended, to include attendance at any NABOR event, until the account has been satisfied. The Board of Directors will be notified accordingly.

04/16

AUDIT

The Finance committee of the Association will be responsible for the monthly review of the Association's financial statements and for reviewing of the financial operation procedures of the Association. Monthly financials and the final audit are to be presented to the Board of Directors at the first meeting following receipt.

The Board of Directors will annually elect two REALTOR® members to undertake the Association Self Audit. The purpose of the Self Audit is to review procedures and identify best practices, create systems and document operations for consistent member services. The self audit is to be completed annually on or around August 1st.

The Board of Directors will at their discretion contract an independent auditing firm to conduct a full financial audit of the books every ten years.

12/08

BAD DEBT

The Board reviews Financial Statements in Accrual.

Invoices requiring cancellation prior to the due date shall be voided providing that cancellation is made within the same financial year. Example: Annual dues that a member subsequently notifies they do not wish to renew (before January 1st) or a class cancellation.

Invoices requiring cancellation in the subsequent year shall be written off as Bad Debt. Example: Declining to pay annual dues on January 2nd or thereafter.

Any amount voided or written off as Bad Debt shall be noticed to the Board of Directors at their next meeting, providing such amount has been previously approved as presented.

08/15

CAPITALIZATION

1. Purpose

This Capitalization policy establishes the minimum cost (capitalization amount) that shall be used to determine how expenditures are to be recorded in the Navarre Area Board of Realtors® annual financial statements.

2. Materials and Supplies definition

A "material or supply" is generally considered to be tangible property that is used or consumed in the business within twelve months of acquisition, is not inventory, or has a unit cost of less than \$500. Materials and supplies meeting this definition may be expensed.

3. Capital Asset definition

A "Capital Asset" is defined as a unit of tangible property that: (1) has an economic useful life of more than 12 months; and (2) was acquired or produced for a cost of more than \$500, including acquisition and installation costs on the same invoice. Capital Assets must be capitalized and depreciated for financial statement purposes.

4. Capitalization thresholds

The Navarre Area Board of Realtors® establishes \$ 500 as the threshold amount for minimum capitalization of tangible property. Any items costing below this amount will be expensed in the Navarre Area Board of Realtors®' annual financial statements.

5. Capitalization method and procedure

All Capital Assets are recorded at historical cost as of the date acquired.

Tangible assets costing below the aforementioned threshold amount are recorded as an expense in the Navarre Area Board of Realtors®' annual financial statements.

6. Routine Maintenance definition

Routine maintenance that the Navarre Area Board of Realtors®' reasonably expects to make more than once to a unit of property, including buildings, over a 10-year period is not a capital asset and will be expensed.

7. Optional Election to Capitalize Routine Maintenance

Routine maintenance that would be expensed under the definition above, may be capitalized and depreciated with the following provisions: The financial statements (or books) and the tax return must reflect the same method; an election must be made with the annual tax return and the election applies to all amounts paid for repairs and maintenance to tangible property that the Navarre Area Board of Realtors®' treats as capital expenditures on its books and records for that tax year.

8. Recordkeeping

Invoices substantiating the acquisition cost of each unit of property shall be retained for a minimum of five years.

08/15

EXPENSE REIMBURSEMENT

It is the "General Policy" of the Navarre Area Board of REALTORS®, that the Association Executive or the Board of Directors may authorize that ***all reasonable expenses***, which may be incurred on behalf of the Association, shall be reimbursed when prior authorization for the expense was obtained.

If expenses are incurred without the prior authorization of the AE or the Board of Directors, the reimbursement request will be submitted in writing with the reason for the expense and copies of any and all receipts to the Finance Committee for review, who will then make a recommendation to the Board of Directors.

At present time, there is no pre-set authorization limit. Each request will be considered on a case-by-case basis.

12/07

FINANCE

The NABOR Checking (Operating Account) should not have a balance less than \$15,000. In the event that Quick Book shows a balance below this amount, AE/staff will electronically transfer funds from Money Market Account to bring the balance up said minimum. In the event that the operating account exceeds \$30,000, the excess balance shall be transferred to the Money Market account.

9/06

PETTY CASH

The Association will maintain a petty cash fund of no more than \$200 to reimburse staff for small out of the pocket expenses and for any cash requirements at certain programs and events. The Petty Cash fund will be administered by the designated staff member as delegated by the AE.

Cash withdrawals will be approved in writing by the AE, listing the date, purpose and amount.

A receipt book will be maintained by the designated staff member and the AE will reconcile on a monthly basis.

02/08

OUR LEADERSHIP

BOD ELIGIBILITY

Director Eligibility:

- Any Primary or Secondary Realtor member in good standing of the Navarre Area Board of Realtors

Officer Eligibility:

- Any Primary or Secondary Realtor member in good standing of the Navarre Area Board of Realtors who has served as a NABOR Officer and/or Director.

8/06/08

NABOR CODE OF CONDUCT/CONFLICT POLICY FOR STAFF/LEADERSHIP

Members of the Board of Directors and staff carry certain duties and responsibilities for the well being of the organization. Each Director and staff member will annually sign to acknowledge receipt of the Code of Conduct Policy.

Confidentiality

Board Members and staff will have access to information, that if revealed to outsiders, could be damaging or sensitive to other members or staff, harmful to the best interests of the organization, or even create legal liability. Information provided to the board and staff may concern personnel, financial, contractual, membership or legal matters. It will often be confidential and is intended for use in decision-making and governance. Information shall be held in the strictest of confidence and shall not be divulged to any outside party, including other members, without authorization of the board chair or association executive.

Conflicts of Interest

Board members and staff owe a high fiduciary duty to the organization. Thus, no board or staff member shall maintain any business enterprise or other activity that directly conflicts with the interests of the organization. Staff members shall not solicit members for any reason that is not directly related to official business.

Violations

Violations of the Code of Conduct may result in disciplinary action in accordance with NABOR governing documents. Discipline may include removal of a board member from office or termination of a staff member.

ACKNOWLEDGEMENT OF RECEIPT

I acknowledge that I have received and read a copy of the Code of Conduct and that I am responsible for compliance.

Signature
ADMINISTRATIVE COMPLAINTS & GRIEVANCES POLICY
(Pertaining to Staff and Board of Directors)

Date

Print Name

These complaints and grievances should be of a business nature and should be pertinent to the business of the Board.

Staff Complaints and Grievances

When a member has a complaint or grievance against any member of staff, the member should be directed to the Association Executive or the President of the Association. The AE or the President will schedule a meeting or conference with the complainant, hear their complaint and if warranted, that complaint shall be put into writing in case of a need for further action by the AE or Board of Directors.

Director Complaints and Grievances

When a member of the association or staff member has a complaint or grievance against a current director of our Board, the member shall be directed to the President of the Association. The President will then meet or conference with the complainant, hear their complaint and if warranted, that complaint shall be put into writing in case of further need for action by the Board of Directors.

Complaints and Grievances against the President

When a member of the association, staff member or director has a complaint or grievance against the President of the Association, that member will be directed to the President Elect and Past President, will jointly meet with the complainant, hear their complaint and if warranted, that complaint shall be put into writing in case of further need for action by the Board of Directors.

12/06

ELECTION

The Board of Directors is comprised of 4 Officers (President, President Elect, Treasurer and Secretary), 5 (2 year term) directors and the Immediate Past President.

The Board of Directors is responsible for all policy decisions governing the Board, including incorporation of new policies.

The Board of Directors provides direction, the Staff and volunteers implement that direction.

Directors and Officers represent all Board members, not merely themselves or their firms, so it is very important that these positions are filled by those best qualified and willing to serve.

TERM OF OFFICE: All Officers are elected for a one-year term concurrent with the calendar year. *The President Elect automatically ascends to President and the President automatically ascends to Immediate Past President.* Directors are elected for a two-year term. Any vacancies among the Officers and the Board of Directors shall be filled by a simple majority vote of the Board of Directors until the next annual election.

MEETINGS: The Board of Directors meets monthly, generally on the first Wednesday of each month. Additional meetings may be called at the discretion of the President.

INSTALLATION: Officers and Directors are installed in December. Their authority becomes effective January 1 of the New Year. The Oath of Office includes affirming to uphold the Bylaws of the National Association of REALTORS®, Florida REALTORS® and the Navarre Area Board of REALTORS®.

MINIMUM QUALIFICATION STANDARDS FOR THE SLATE:

Candidates for Director positions shall have been actively engaged as a REALTOR® member of the Board for at least two years.

Candidates for Officer positions shall have previously served as an Officer or Director.

All candidates shall be in good standing.

All candidates shall submit a full, completed six page application & digital headshot.

DESIRED ATTRIBUTES: Candidates shall have excellent communication skills, a good reputation and a balanced viewpoint, as well as the initiative to offer new ideas, guidance and proposals to the Board of Directors. They shall also support all Board activities and attend Board functions whenever possible.

It is preferable that candidates shall have previously served on a NABOR committee.

It is preferable that candidates for the position of Treasurer shall have previously served on the Finance Committee.

THE NOMINATING COMMITTEE: A Nominating Committee of at least 3 Realtor® members (to include the President elect) shall be appointed by the President and approved by the Board of Directors. The Nominating Committee shall meet at the Board office, agree internally upon a chair, review the eligibility of the candidates to establish a slate (one candidate for each Office and one or more candidates for each place to be filled on the Board of Directors). Preferred candidates (if any) shall be identified as "recommended" by the Nominating Committee with an asterisk. The resulting slate of candidates will remain confidential until formally approved by the Board of Directors and announced by the Board President. The Nominating Committee's meetings will be confidential. Members of the Nominating Committee will pledge to hold any details pertaining to candidate interviews and/or the Committee's deliberations in the strictest of confidence. Members appointed to the Nominating Committee must have been a REALTOR® member and have had no ethics violations of at least 3 years immediately preceding their appointment. Any Realtor® having accepted appointment to that year's Nominating Committee cannot seek nor accept nomination as an Officer or Director for that year. The AE shall serve in an advisory/non-voting capacity.

THE ELECTION COMMITTEE: The Election Committee shall internally agree upon a chair. The AE shall serve in an advisory capacity. The Election Committee shall oversee voting on the morning at the AGM and shall tally the votes onsite.

at the close of the meeting. In case of a tie vote, the issue shall be determined by lot drawn by the Election Committee chair.

06/13

OUR EVENTS

AWARDS

Realtor® of the Year will be chosen by the Executive Committee and last year's Award winner.

The Community Service Award will be chosen by the Executive Committee and last year's Award winner.

A recommendation for the Affiliate of the Year Award will be made by the Executive Committee and considered by the Board of Directors.

The Association Executive will serve in a non-voting capacity to provide input on candidates. Once a decision has been reached in each category, members not eligible to vote shall be excused.

05/16

CANCELLATION

24 hours cancellation notice is required for all classes and events. NABOR reserves the right to invoice members for non-attendance without the required cancellation notice.

04/18

ELECTORAL CANDIDATE ATTENDANCE

Electoral candidates are welcome to attend any NABOR event as a guest of any dues paying member.

Electoral candidates are welcome to attend the NABOR Luncheon and the Blue Ribbon Marketing Breakfast in their own right as non-members.

The NABOR Bylaws allow electoral candidates to affiliate with the organization as Public Service members.

Only members of the organization or those candidates expressly recommended by any Board screening panel shall be allowed to solicit support at any NABOR event.

2/14

GOLF TOURNAMENT - WATERING HOLE SPONSORSHIP

Gold/Platinum sponsors are eligible to set up a beverage station, "Watering Hole", on the course or to cover the cost of lunch on the day or the cost of a light evening meal at the end of the tournament. All watering hole sponsors are eligible to enter the Watering Hole Contest.

The choice of watering hole location will first be offered to the previous year's winner of the "Watering Hole Contest" and then the remaining platinum sponsors will be drawn from a hat to determine the other locations. Gold sponsors will then be drawn from the hat to fill any open locations.

3/10

MEMBERS' PROMOTIONAL AND PERMISSIBLE EVENT ACTIVITIES

At NABOR hosted events, flyers, promotional activities or solicitations of any kind are a privilege of the sponsoring member* only, with the exception of the Weekly Tour and the Blue Ribbon Marketing Breakfast, where REALTOR® listing flyers are permissible.

Because of time constraints, verbal promotion of third party charitable endeavors, by the event facilitator to the assembled audience, is not allowed.

*REALTOR®/affiliate/public service member as described in the Bylaws

11/09

RECORDING

No unauthorized recording is allowed by a third party whatsoever at/of any NABOR event.

Requests for authorization must be made in writing to the chief staff executive at least 48 hours prior to the event and approved by electronic consent of the full Board.

07/13

NON MEMBER LUNCH

Non Members and guests are welcome to attend the NABOR Monthly Membership Luncheon Meeting for a charge of \$25 (payable in advance or at each event).

01/12

UNAUTHORIZED PHOTOGRAPHY/ FILMING

Unauthorized photography or filming for professional gain is prohibited at any NABOR event unless express permission has been granted prior to the event by the Board of Directors.

04/14

BLUE RIBBON MARKETING TOURS

The weekly tours are held Thursdays at 8:30 a.m. at NABOR. Navarre mainland tours are split into three areas that rotate weekly (*Refer to the front page of the MLS for the tour map and calendar*). Each tour consists of the first eight listings correctly submitted via the MLS, which are visited after breakfast.

The beach properties tour is called "Breakfast at the Beach" and is held every third Wednesday of the month directly following the BRM breakfast at Cocodrie's Restaurant.

All members are encouraged to attend the events for networking. Questions/concerns should be deferred to the Committee Chairperson.

1. TO VERIFY TOUR AVAILABILITY: On the NABOR MLS: use "Search" ensuring you have "combined residential", "active" and "Navarre" highlighted. Select "More" and scroll down to select the "Date: Tour" on the left side bar. Type in the Tour Date and select "set". When searching for Area 1 you must also select "Fort Walton Beach" as part of your search criteria. Use these same search after entering your home on the tour to verify successful submission and that you are within the first eight.

PLEASE NOTE: If you choose to put your listing on tour that is already full (eight listings) you are in a reserve status and will only qualify if someone cancels or has incorrectly submitted. The system only allows a listing to be entered on one tour at a time so this will preclude you from having a definite place on a subsequent tour.

2. TO PUT YOUR HOME ON TOUR: On the NABOR MLS, Select "Maintenance" – enter the MLS number - "tour date" – enter the date of the tour- hit "update". Please ensure you enter your listing on the correct date for the area.

3. TO REMOVE A HOME FROM THE TOUR: "Maintenance" - enter the MLS number – "tour date" –delete the date – hit "update".

4. RULES AND PENALTIES:

- Only ONE listing per agent per tour
- Listing must be ACTIVE
- You must bring your own copies of listings for dissemination to other agents; NABOR's copy is not available for this.
- Same listing can only be entered once per quarter
- Agent (or their appointed Realtor representative) must be present for the entire duration of the tour.
- If an agent does not show for the tour without notice then the following penalties will take effect:
 - 1st offense – written warning
 - 2nd offense – barred from submitting a listing on tour for 12 weeks

05/07

WEEKLY ROAD SHOW NEW CONSTRUCTION

For a home to be eligible for the Road Show it must have a completed Certificate of Occupancy.

02/15

WHEN WE TRAVEL

CONVENTION ATTENDANCE

NABOR pays for Registration, Travel Expenses, Accommodations, and Per Diem for the following attendees at the following conventions:

- FAR MID-WINTER CONVENTION (January):
 - President, President-Elect, AE, Treasurer, RPAC representative (if on a State Committee), Education, and MLS Representative(see committee chair policy on who/when, etc.)
- FAR ANNUAL CONVENTION & TRADE EXPO (August):
 - President, President-Elect, AE, RPAC, Education and MLS representatives (see committee chair policy on who/when, etc.)
- CEO Symposium (October):
 - President-Elect and AE
- NAR AE Institute (March):
 - Association Executive
- FAR AE Retreat (April)
 - AE
- Legislative Day (March)
 - President, President-Elect, AE and RPAC representative
- NAR Mid Year Meeting (May)
 - President (Voting Member)
 - A.E.
- And any other event or training session approved by the Board of Directors to include RPAC Chair training and Education Chair training in November.

6/07

PERSONAL CAR EXPENSE REIMBURSEMENT

Personal car expenses incurred on NABOR official approved business are to be reimbursed at the prevailing IRS rate using MapQuest as an indication of mileage travelled.

12/14

TRAVEL & PER DIEM

RESERVATIONS

Attendees are responsible for securing their own registration applications, travel arrangements, hotel rooms, etc.

Exception: AE will secure a "block" of rooms in advance for anticipated travelers to FR's winter/summer meetings for the proposed dates of these meetings. In this case, it is still the traveler's responsibility to modify dates, make cancellations, request personal room type preferences, etc.

PER DIEM (Meals)

Daily Per Diem will be paid to NABOR staff, officers, directors and committee members who are selected by the BOD to attend various out of area training sessions and conferences on behalf of NABOR.

- The rate per day is \$100 (\$25 breakfast, \$30 lunch and \$45 dinner)
- If known in advance that a meal will be served on one of the days Per Diem is due (for example, the Super Sales Day Luncheon), the amount of the meal included will be deducted from that day's Per Diem.

Per Diem will be issued upon receipt of completed request, prior to travel.

TRAVEL

Mileage will be reimbursed for NABOR staff, officers, directors and committee members who are selected by the BOD to attend various out of area training sessions and conferences on behalf of NABOR at the prevailing IRS rate and using MapQuest as an indication of distance travelled.

If it is less expensive to travel by airplane and individuals choose to drive their own vehicle the amount reimbursed will be the lesser of the two expenses. Statement of mileage must be submitted in writing to the Association Executive no more than one week following the trip. AE will notify travelers of the most economical option prior to commitment.

REIMBURSEMENT FOR ALL OTHER EXPENSES

Procedure for reimbursement: Submit copies of all original receipts (toll receipts, parking, airline ticket, hotel, etc.) along with statement of mileage (if applicable) using the attached form for reimbursement.

REALTOR® members attending any conventions/events on NABOR funds will not be reimbursed for those events that were pre-paid/pre-registered if member did not attend (i.e., RPAC evening event, Super Sales Luncheon). Additionally, if NABOR pays for your trip you must attend all those events assigned to you before attending events for personal gain.

05/16

OUR COMMITMENT TO EDUCATION

NABOR EDUCATION POLICY AND PROCEDURE STATEMENT

1. The BoD hereby declares that it is its intention to enhance educational opportunities for its members and the general public as regards the real estate profession and to that end declares the following as its adopted statement of policies and procedures:
2. The Executive Director shall forthwith register NABOR as an accredited school or provider of certified Continuing Education (CE) Classes with FREC.
3. The Education Committee (EC) as assembled under the Bylaws of NABOR in conjunction with the NABOR BoD shall select subjects suitable for presentation under the auspices of NABOR.
4. Members of the EC shall formulate the syllabus for such classes and submit same for approval to FREC along with the required course materials as set forth by FREC.
5. The ownership of any and all tangible materials, copyrights, intellectual property rights, certifications, or any other tangible or intangible thing created or produced in the course of the creation or maintenance of any NABOR sponsored educational class, course, seminar, trip, show, book, pamphlet, handout, examination, evaluation or the like shall be vested upon such creation or production in NABOR with the exception that any officially issued individual Instructor Certification is the property of the respective Instructor.
6. Instructors for the above described course(s) must meet the following requirements:
 - A. Must be a *contributing* member of the EC.
 - B. Must have substantially contributed to the creation of the course to be presented or must have prepared, submitted and received FREC certification on another course of similar length through this procedure.
 - C. Must be a member in good standing of NABOR.
7. Instructors for the NABOR Orientation class must meet the following requirements:
 - A. Must be a *contributing* member of the EC.
 - B. Must have substantially contributed to the creation of the course to be presented.
 - C. Must be a member in good standing of NABOR.
8. A Contributing Member of the EC is defined as a member who has no more than two unexcused absences from NABOR Education Committee meetings.

02/08

EDUCATION ATTENDANCE/VENUE

All classes will be scheduled at the Board Office (seating for 24 max) unless otherwise agreed by the Committee chairperson.

On advertising a class, if it becomes apparent at an early stage that registration will be over booked, the Association Executive shall recommend to the Education Chair that an alternative location be sought. If another location cannot be economically sought or is not readily available or the instructor feels that his presentation will suffer as a result, then further dates shall be scheduled to accommodate as many members as possible.

Alternatively, if a class subsequently fills up within the final few days leading up to the scheduled date, members will be placed on a reserve list and any vacancies will be filled on a first come first served basis.

Instructors of classes are free to promote attendance to their event in addition to NABOR efforts, providing they are using NABOR approved materials. Submission of materials should be made to the Chair who will forward them to the A.E. or President for approval.

“MANDATORY CLASS” INSTRUCTOR QUALIFICATION REQUIREMENTS

NABOR mandates that each new licensee attends the following classes:

New Member Ethics

At NABOR (may also be taken online)

MLS training

At NABOR

Line By Line Contracts

At NABOR

New Member Orientation

Online using NAR content and branded with the NABOR logo. (Agent authentication required)

“Mandatory Class” Instructor Application Criteria

Potential “mandatory class” instructors shall be approved by the Board with due consideration of resume, subject matter and qualifications (BoD approved 3/2015)

The applicant shall submit a written, current resume and subject matter qualifications to be held on file.

The applicant shall have successfully completed/attended the course he/she is applying to instruct within the last 2 years.

The applicant shall complete a video-taped trial, excerpts of which shall be reviewed by members of the Board of Directors for suitability and constructive criticism.

Instructors shall agree to follow an approved curriculum.

Ethics instructors:

Shall be DBPR certified.

Shall be in good standing.

Shall not have been found in violation of the Code of Ethics in the past five years

Shall annually attend the Florida Realtors® local Professional Standards training

MLS instructors:

Shall be competent, technically proficient, and knowledgeable of all the latest MLS tools and the MLS Rules.

Shall be a member in good standing

Shall have chaired or have been an active member of the MLS committee for at least the previous 3 consecutive years.

Shall not have been found in violation of the MLS Rules in the past five years.

Shall display an aptitude to teach to all levels of technical ability.

Shall be willing to assist the membership with MLS related queries should an emergency staffing situation arise.

Line by Line Contracts instructor:

Shall be certified by either the DBPR or Florida Realtors® to teach or have held a broker's license for five plus years or have completed a transaction level of volume for each of the past consecutive five years that would have provided for greater exposure to the business than the average agent. (*Example for consideration: 75 transactions within any 5 years or 25 million within any five years*)

Shall be a member in good standing.

Shall not have been found in violation of the Code of Ethics in the past five years.

8/15

ORIENTATION EDUCATION

The Board of Directors hereby declares that it is its intention to enhance educational opportunities for its members and the general public as regards the real estate profession and to that end declares the following as its adopted statement of policy regarding New Member Orientation.

Instructors are assigned Orientation dates, by lot, at the first meeting of the year for the successive year, providing the under-mentioned criteria is met:

- Instructor must have been a NABOR member for at least 12 months.
- Instructor must be in good standing with NABOR.
- Instructor must have sat in on one full orientation to see all aspects of the day and how their part will fit into the curriculum.
- Instructor must teach from the official NABOR approved and provided curriculum, the ownership of which belongs to NABOR.
- To be eligible to teach in this first year – the instructor must meet the criteria and have helped create the new curriculum.
- Instructors wishing to join the rotation after the initial classes have been assigned, may enter the next year's drawing, providing the 12 month membership requirement has been met.

02/08

OUR SERVICES

LOCKBOX KEY

Realtor (to include appraiser) members shall be provided full Agent lockbox key access. Home inspectors, pest control and any other licensed professionals (as agreed by the Board of Directors) who require access to a property, shall be given "Affiliate" access. It is the agent's sole responsibility to give the lockbox CBS code to any one that requires entry to their listing.

NABOR staff does not have the authority to divulge CBS codes to a third party.

7/13

LICENSE SUSPENSION/REVOCATION

Following notification by the Broker that a member's license has been suspended, the following action will be taken:

The member and their Broker will be officially notified in writing that, as per the Bylaws, Board membership is automatically suspended for the offending licensee for the suspension period as defined in the final order as issued by the DBPR.

MLS access will be suspended pending review by the Board of Directors.

Following notification by the Broker that a member's license has been revoked, the following action will be taken:

The member and their Broker will be officially notified in writing that, as per the Bylaws, Board membership for the offending licensee is automatically terminated.

MLS access will be suspended pending review by the Board of Directors.

MLS participants and subscribers are subject to the rules and regulations of the Board and as such are bound by the Bylaws, Rules and the Code of Ethics.

02/07

MLS PARTICIPATION

Participant shall pay directly to NABOR for MLS and administrative services per month for each licensee and each non-licensed Flexmls user affiliated with each office, due within 30 days of billing cycle.

Rates are approved by the Board of Directors and are subject to change with 30 days written notice.

Fees not paid by the next month's bill will incur administrative late fees (\$10 or 10% of invoice, whichever is greater).

Fees not paid within 60 days will result in suspension of service and a \$125 reconnection fee.

It is the responsibility of the Participant to furnish NABOR with a DBPR Form RE11 for FREC Licensees on any agent no longer affiliated with their office, and to notify NABOR when any non-licensed individual, previously possessing Flexmls access, is no longer affiliated with their office.

It is the responsibility of the Participant to furnish NABOR with information on any new agent that is affiliated with their office, and to notify NABOR when any non-licensed individual in their office requires Flexmls access.

Upon execution of the Participation Agreement, NABOR shall invoice the Participant on the 25th of each calendar month for the following month's Flexmls user fees. Said invoice shall be paid in full within thirty (30) days after date of invoice.

Failure to make payment within the time specified in this policy, the Participant will be in default of the agreement, and if the default is not cured after fifteen (15) additional days, NABOR has the right to suspend Flexmls services and pursue all available lawful means to have Participant fulfill the remainder of the agreement.

5/14

MLS – REO/BANK OWNED/FORECLOSURE LISTING

The Navarre Multiple Listing Service requires participants to disclose if a listed property is a foreclosure, bank-owned, or real estate owned (“REO”).

2/12

NON MEMBER MLS PARTICIPATION DEPOSIT

There is a \$150 deposit for any Office that wishes to initiate participation in the Navarre MLS, whose Designated Realtor is not affiliated with NABOR through either primary or secondary membership.

The deposit will only be used in the event that the Office fails to satisfy their final bill upon cancellation/termination.

Should the account be satisfied in full, the deposit will be returned in full.

09/10

THOMPSON BROKER

It shall be the policy of the Board, that brokers and their affiliated licensees shall pay the sum of \$75 per person, per month for MLS access.

04/15

VOWS

Policy governing use of MLS data in connection with Internet brokerage services offered by MLS Participants (“Virtual Office Websites”) **I. Definitions and Scope of Policy.** 1. For purposes of this Policy, the term Virtual Office Website (“VOW”) refers to a Participant’s Internet website, or a feature of a Participant’s Internet website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search

MLS data, subject to the Participant’s oversight, supervision, and accountability. a. A Participant may designate an Affiliated VOW Partner (“AVP”) to operate a VOW on behalf of the Participant, subject to the Participant’s supervision and accountability and the terms of this Policy. b. A non-principal broker or sales licensee, affiliated with a Participant, may, with the Participant’s consent, operate a VOW or have a VOW operated on its behalf by an AVP. Such a VOW is subject to the Participant’s supervision and accountability and the terms of this Policy. c. Each use of the term “Participant” in this Policy shall also include a Participant’s non-principal brokers and sales licensees (with the exception of references in this section to the “Participant’s consent” and the “Participant’s supervision and accountability,” and in section III.10.a, below, to the “Participant acknowledges”). Each reference to “VOW” or “VOWs” herein refers to all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an AVP. 2. The right to display listings in response to consumer searches is limited to display of MLS data supplied by the MLS(s) in which the Participant has participatory rights. This does not preclude a firm with offices participating in different MLSs from operating a master website with links to such offices’ VOWs. 3. Participants’ Internet websites, including those operated for Participants by AVPs, may also provide other features, information, or services in addition to VOWs (including the Internet Data Exchange (“IDX”) function). 4. The display of listing information on a VOW does not require separate permission from the Participant whose listings will be available on the VOW.

5. Except as permitted in Sections III and IV, MLSs may not adopt rules or regulations that conflict with this Policy or that otherwise restrict the operation of VOWs by Participants. **II. Policies Applicable to Participants’ VOWs.** 1. A Participant may provide brokerage services via a VOW that include making MLS active 2

listing data available, but only to consumers with whom the Participant has first established a lawful consumer-broker relationship, including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter “Registrants”). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreement(s). 2. A Participant’s VOW must obtain the identity of each Registrant and obtain each Registrant’s agreement to Terms of Use of the VOW, as follows:

a. A Registrant must provide his or her name and a valid email address. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection c below). The Registrant may be permitted to access the VOW only after the Participant has verified that the email address provided is valid and that Registrant received the Terms of Use confirmation.

b. The Registrant must supply a user name and a password, the combination of which must be different from those of all other Registrants on the VOW, before being permitted to search and retrieve information from the MLS database via the VOW. The user name and password may be established by the Registrant or may be supplied by the Participant, at the option of the Participant. An email address may be associated with only one user name and password. The Registrant’s password and access must expire on a date certain but may be renewed. The Participant must at all times maintain a record of the name and email address supplied by the Registrant, and the username and current password of each Registrant. Such records must be kept for not less than 180 days after the expiration of the validity of the Registrant’s password. If the MLS has reason to believe that a Participant’s VOW has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by one or more Registrants, the Participant shall, upon request, provide to the MLS a copy of the record of the name, email address, user name, current password, and audit trail, if required, of any Registrant identified by the MLS to be suspected of involvement in the violation.

c. The Registrant must be required affirmatively to express agreement to a “Terms of Use” provision that requires the Registrant to open and review an agreement that provides at least the following: i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant; ii. That all data obtained from the VOW is intended only for the Registrant’s personal, non-commercial use; iii. That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW; iv. That the Registrant will not copy, redistribute, or retransmit any of the data or

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information provided, except in connection with the Registrant’s consideration of the purchase or sale of an individual property; v. That the Registrant acknowledges the MLS’s ownership of, and the validity of the MLS’s copyright in, the MLS database. After the Registrant has opened for viewing the Terms of Use agreement, a “mouse click” is sufficient to acknowledge agreement to those terms. The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. The Terms of Use agreement shall also expressly authorize the MLS, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants’ listings by the VOW.

d. An agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.

3. A Participant’s VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask questions, or get more information, about properties displayed on the VOW. The Participant, or a non-principal broker or sales licensee licensed with the Participant, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW. 4. A Participant’s VOW must protect the MLS data from misappropriation by employing reasonable efforts to monitor for and prevent “scraping” or other unauthorized accessing, reproduction, or use of the MLS database. 5. A Participant’s VOW must comply with the following additional requirements: a. No VOW shall display listing or property address of any seller who have affirmatively directed its listing broker to withhold its listing or property address from display on the Internet. The listing broker or agent shall communicate to the MLS that a seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listing or property address of a seller who has determined not to have the listing or address for its property displayed on the Internet. b. A Participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that conforms to the form attached to this Policy as Appendix A. The Participant shall retain such forms for at

least one year from the date they are signed. 4 c. With respect to any VOW that: (i) allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (ii) displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing, the VOW shall disable or discontinue either or both of those features as to the seller's listing at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Except for the foregoing and subject to subparagraph (d), a Participant's VOW may communicate the Participant's professional judgment concerning any listing. Nothing shall prevent a VOW from notifying its customers that a particular feature has been disabled "at the request of the seller." d. A VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the VOW operator beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The VOW operator shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for that property explaining why the data or information is false. However, the VOW operator shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. e. Each VOW shall refresh MLS data available on the VOW not less frequently than every 3 days. f. Except as provided elsewhere in this Policy or in MLS rules and regulations, no portion of the MLS database may be distributed, provided, or made accessible to any person or entity. g. Every VOW must display a privacy Policy that informs Registrants of the ways in which information obtained from them will be used. h. A VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing broker, or whether the listing broker is a Realtor®. 6. A Participant who intends to operate a VOW must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for purposes of verifying compliance with this Policy and any other applicable MLS rules or policies. 7. A Participant may operate more than one VOW itself or through an AVP. A Participant who operates a VOW itself shall not be precluded from also operating VOWs in conjunction with AVPs. 5 **III. Policies**

Applicable to Multiple Listing Services. 1. A Multiple Listing Service shall permit MLS Participants to operate VOWs, or to have VOWs operated for them by AVPs, subject to the requirements of state law and this Policy. 2. An MLS shall, if requested by a Participant, provide basic "downloading" of all MLS non-confidential listing data, including without limitation address fields, listings types, photographs, and links to virtual tours. Confidential data includes only that which Participants are prohibited from providing to customers orally and by all other delivery mechanisms. They include fields containing the information described in paragraph IV(1) of this Policy, provided that sold data (i.e., listing information relating to properties that have sold) shall be deemed confidential and withheld from a download only if the actual sales prices of completed transactions are not accessible from public records. For purposes of this Policy, "downloading" means electronic transmission of data from MLS servers to a Participant's or AVP's server on a persistent basis. An MLS may also offer a transient download. In such case, it shall also, if requested, provide a persistent download, provided that it may impose on users of such download the approximate additional costs incurred by it to do so. 3. This Policy does not require an MLS to establish publicly accessible sites displaying Participants' listings. 4. If an MLS provides a VOW-specific feed, that feed must include all of the non-confidential data included in the feed described in paragraph 2 above except for listings or property addresses of sellers who have elected not to have their listings or addresses displayed on the Internet. 5. An MLS may pass on to those Participants who will download listing information the reasonably estimated costs incurred by the MLS in adding or enhancing its "downloading" capacity to enable such Participants to operate VOWs. 6. An MLS may require that Participants (1) utilize appropriate security protection, such as firewalls, as long as such requirement does not impose security obligations greater than those employed concurrently by the MLS, and/or (2) maintain an audit trail of Registrants' activity on the VOW and make that information available to the MLS if the MLS has reason to believe that any VOW has caused or permitted a breach in the security of the data or a violation of applicable MLS rules. 7. An MLS may not prohibit or regulate display of advertising or the identification of entities on VOWs ("branding" or "co-branding"), except to prohibit deceptive or misleading advertising or co-branding. For purposes of this provision, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information (or that of at least one Participant, in the case of a VOW established and operated by or for more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party. 8. Except as provided in this Policy, an MLS may not prohibit Participants from enhancing their VOWs by providing information obtained from sources other than the MLS, additional 6

technological services (such as mapping functionality), or information derived from non-confidential MLS data (such as an estimated monthly payment derived from the listed price), or regulate the use or display of such information or technological services on any VOW. 9. Except as provided in generally applicable rules or policies (such as the Realtor® Code of Ethics), an MLS may not restrict the format of data display on a VOW or regulate the appearance of VOWs. 10. Subject to the provisions below, an MLS shall make MLS listing data available to an AVP for the exclusive purpose of operating a VOW on behalf of a Participant. An MLS shall make MLS listing data available to an AVP under the same terms and conditions as those applicable to Participants. No AVP has independent participation rights in the MLS by virtue of its right to receive data on behalf of a Participant, or the right to use MLS data except in connection with operation of a VOW for a Participant. AVP access to MLS data is derivative of the rights of the Participant on whose behalf the AVP is downloading data.

a. A Participant, non-principal broker or sales licensee, or AVP may establish the AVP's right to receive and use MLS data by providing to the MLS a writing in which the Participant acknowledges its or its non-principal broker's or sales licensee's selection of the AVP to operate a VOW on its behalf. b. An MLS may not charge an AVP, or a Participant on whose behalf an AVP operates a VOW, more than a Participant that chooses to operate a VOW itself (including any fees or costs associated with a license to receive MLS data, as described in (g), below), except to the extent that the MLS incurs greater costs in providing listing data to the AVP than the MLS incurs in providing listing data to a Participant. c. An MLS may not place data security requirements or restrictions on use of MLS listing data by an AVP that are not also imposed on Participants. d. An MLS must permit an AVP to download listing information in the same manner (e.g., via a RETS feed or via an FTP download), at the same times and with the same frequency that the MLS permits Participants to download listing information. e. An MLS may not refuse to deal directly with an AVP in order to resolve technical problems with the data feed. However, the MLS may require that the Participant on whose behalf the AVP is operating the VOW participate in such communications if the MLS reasonably believes that the involvement of the Participant would be helpful in order to resolve the problem. f. An MLS may not condition an AVP's access to a data feed on the financial terms on which the AVP provides the site for the Participant. g. An MLS may require Participants and AVPs to execute license or similar agreements sufficient to ensure that Participants and AVPs understand and agree that data provided by the MLS may be used only to establish and operate a VOW on behalf of the Participant and not for any other purpose. 7 h. An MLS may not (i) prohibit an AVP from operating VOWs on behalf of more than one Participant, and several Participants may designate an AVP to operate a single VOW for them collectively, (ii) limit the number of entities that Participants may designate as AVPs for purposes of operating VOWs, or (iii) prohibit Participants from designating particular entities as AVPs except that, if an AVP's access has been suspended or terminated by an MLS, that MLS may prevent an entity from being designated an AVP by another Participant during the period of the AVP's suspension or termination. i. Except as stated below, an MLS may not suspend or terminate an AVP's access to data (a) for reasons other than those that would allow an MLS to suspend or terminate a Participant's access to data, or (b) without giving the AVP and the associated Participant(s) prior notice and the process set forth in the applicable provisions of the MLS rules for suspension or termination of a Participant's access. Notwithstanding the foregoing, an MLS may immediately terminate an AVP's access to data (a) if the AVP is no longer designated to provide VOW services to any Participant, (b) if the Participant for whom the AVP operates a VOW ceases to maintain its status with the MLS, (c) if the AVP has downloaded data in a manner not authorized for Participants and that hinders the ability of Participants to download data, or (d) if the associated Participant or AVP has failed to make required payments to the MLS in accordance with the MLS's generally applicable payment policies and practices. 11. An MLS may not prohibit, restrict, or impede a Participant from referring Registrants to any person or from obtaining a fee for such referral. **IV. Requirements That MLSs May Impose on the Operation of VOWs and Participants.** 1. An MLS may impose any, all, or none of the following requirements on VOWs but may impose them only to the extent that equivalent requirements are imposed on Participants' use of MLS listing data in providing brokerage services via all other delivery mechanisms: a. A Participant's VOW may not make available for search by or display to Registrants the following data intended exclusively for other MLS Participants and their affiliated licensees:

i. Expired, withdrawn, or pending listings.

ii. Sold data unless the actual sales price of completed transactions is accessible from public records.

iii. The compensation offered to other MLS Participants.

iv. The type of listing agreement, i.e., exclusive right to sell or exclusive agency.

v. The seller(s) and occupant(s) name(s), phone number(s) and email address(es), where available.

vi. Instructions or remarks intended for cooperating brokers only, such as those regarding showing or security of the listed property.

b. The content of MLS data that is displayed on a VOW may not be changed from the content as it is provided in the MLS. MLS data may be augmented with additional data or information not otherwise prohibited from display as long as the source of such other data or information is clearly identified. This requirement does not restrict the format of MLS data display on VOWs or display of fewer than all of the listings or fewer authorized data fields. c. There shall be a notice on all MLS data displayed indicating that the data is deemed reliable but is not guaranteed accurate by the MLS. A Participant's VOW may also include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability. d. Any listing displayed on a VOW shall identify the name of the listing firm in a readily visible color, and reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data. e. The number of current or, if permitted, sold listings that Registrants may view, retrieve, or download on or from a VOW in response to an inquiry may be limited to a reasonable number. Such number shall be determined by the MLS, but in no event may the limit be fewer than 100 listings or 5% of the listings in the MLS, whichever is less. f. Any listing displayed on a VOW shall identify the name of the listing agent. 2. An MLS may also impose the following other requirements on the operation of VOWs: a. Participants displaying other brokers' listings obtained from other sources, e.g., other MLSs, non-participating brokers, etc. shall display the source from which each such listing was obtained. b. A maximum period, no shorter than 90 days and determined by the MLS, during which Registrants' passwords are valid, after which such passwords must be changed or reconfirmed. 3. An MLS may not prohibit Participants from downloading and displaying or framing listings obtained from other sources, e.g., other MLSs or from brokers not participating in that MLS, etc., but may require either that (i) such information be searched separately from listings obtained from other sources, including other MLSs, or (ii) if such other sources are searched in conjunction with searches of the listings available on the VOW, require that any display of listings from other sources identify such other source. 9 EFFECTIVE DATE: MLSs have until not later than [90 DAYS AFTER ENTRY OF THE FINAL JUDGMENT] to adopt rules implementing the foregoing policies and to comply with the provisions of section III above, and (2) Participants shall have until not later than 180 days following adoption and implementation of rules by an MLS in which they participate to cause their VOW to comply with such rules. See Appendix A for Seller Opt-Out Form 10

Appendix A Seller Opt-Out Form 1.[Check one] a. [Check here] I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet; or b. [Check here] I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet. 2. I understand and acknowledge that, if I have selected option a, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search. _____ initials of seller

OUR PROPERTY

CONFERENCE ROOM

All renters shall complete the required paperwork and have their signature witnessed, attesting comprehension and acceptance of the conference room rules.

A breach of the rules will constitute forfeiture of the deposit.

The following are permissible uses of the NABOR conference room:

Corporate /HOA/ non-profit meetings

Community "at large" meetings

County (requested) meetings

Informational meetings

Academic educational classes

Religious services

The room is not suitable for baby showers, parties, wedding receptions, banquets etc.

The room is not suitable for physical activity such as dance classes, gym groups.

Any activity where a third party fee is charged, shall require NABOR to be named as a "second insured" on the lessee's liability policy in the amount of \$1,000,000.

12/13

OFFICE USAGE

The NABOR office is not available for agents or affiliates to transact business. If a meeting space is required, the conference room of the community center can be booked at the advertised rates.

The NABOR fax/copier, computers and telephones are free for office use only by the staff, a fee will be charged for any usage that does not pertain to NABOR business.

07/09

PROPERTY

NABOR property shall be for used for official NABOR association business only.

NABOR property is not available for loan or rent to any member or outside entity unless in connection with the onsite paid rental of the conference room. No NABOR property shall be removed from the premises.

This policy does not preclude staff/committee members from utilizing equipment or furniture necessary for the general day to day running of offsite events.

This policy covers electrical equipment, furniture and any other item owned by the organization.

07/13