



# Policy & Procedures Manual

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## **Policy 100.0 San Jacinto Properties Agency Practices**

### **1.0 Purpose**

- 1.1 To identify the type of agency relationships to be practiced by San Jacinto Properties
- 1.2 To clarify special practices by San Jacinto Properties
- 1.3 To clarify practices related to agent and company commission split under certain circumstances.

### **2.0 Policy**

- 2.1 San Jacinto Properties shall provide real estate services to the following groups.
  - 2.1.1 Seller representation by written listing agreement for real property, improved or unimproved.
  - 2.1.2 Buyer representation by written agreement. San Jacinto Properties shall represent the buyer in the search and procurement of real property.
  - 2.1.3 Sub-agency shall not be offered to agents from other agencies that represent buyer-customers without specific broker approval.
  - 2.1.4 Property management by written agreement. San Jacinto Properties may represent the landlord/lessor in the leasing and management process of residential or commercial properties.
  - 2.1.5 Intermediary relationship where the Broker may act as or assign an alternate agent to represent a buyer who wishes to purchase a property listed by San Jacinto Properties.
  - 2.1.6 Dual agency is NOT permitted by San Jacinto Properties
- 2.2 San Jacinto Properties may choose to provide services at a discounted % rate, which will be lower than the usual and customary rates charged by other agencies.
  - 2.2.1 A maximum commission of 6% of the sales price shall be charged upon sale of residential property listed by San Jacinto Properties. Commission charged for the sale of land, acreage, resort and commercial properties shall not exceed 10%.
  - 2.2.2 **No less than 2.5% of the sales price shall be paid to the Buyer's Agent or sub-agent from an alternate agency.**

- 2.2.3 The remaining % shall be paid to San Jacinto Properties upon sale of a property listed by San Jacinto Properties.
  - 2.2.4 At the discretion of the agent San Jacinto Properties may rebate a portion of their commission, earned from the Listing Broker, back to the buyer represented by San Jacinto Properties. **Rebates shall be disclosed in the Commission Disbursement Agreement and shown on the Final Closing Disclosure or HUD1 as a Realtor Credit to the buyer**
  - 2.2.5 The Broker reserves the right to calculate the agent commission split on a higher company percentage when an agent chooses to discount his/her commission on a consistent basis.
  - 2.2.6 Client rebates will be deducted first from any bonus or transaction fees paid by the seller or buyer; thereafter client rebates will be deducted from the agent commission.
- 2.3 San Jacinto Properties, at the discretion of the Broker, may waive the commission earned by the agent and company under special circumstances. This may include but not be limited to the sale or purchase of the agent's own residence, sale or rental of other property owned by the agent.
- 2.3.1 Transactions shall be evaluated on an individual basis to determine worthiness for waiving of any commission or fees.
  - 2.3.2 Special transactions as described above shall be limited to one per agent in any twelve-month period.
  - 2.3.3 At the discretion of the Broker, rather than a commission, a fee may be imposed and payable to San Jacinto Properties.

### **3.0 Procedure**

- 3.1 Seller representation shall be by written listing agreement, using TAR/TREC promulgated forms including Listing Agreements and associated addenda.
- 3.2 Buyer representation shall be by written agreement, using TAR/TREC promulgated forms for Buyer/Tenant representation.
- 3.3 Buyer representation may also be by written agreement using a San Jacinto Properties page Buyer Representation form
- 3.4 **Intermediary representation will be conducted when the Broker represents both the Seller and the Buyer and both parties have agreed, in writing, to Intermediary Status. The Broker will make appointments when an agent represents both the seller and the buyer. An agent that has been APPOINTED to assist in an intermediary transaction will receive a 10% referral fee and the original agent will receive 85% and the broker receives 5%.**
- 3.5 Properties placed on HARMLS shall comply with all rules and regulations set forth by said entity. All agents of San Jacinto Properties shall abide by the rules and regulations of HARMLS when providing professional services to sellers or buyer clients/customers.

### **4.0 Education**

- 4.1 This policy shall be included in the Policies and Procedures Orientation Program for San Jacinto Properties

## **Policy 101.0 Property Listing and Buyer Documentation Information**

### **1.0 Purpose**

- 1.1 To provide a written reference of all current San Jacinto Properties listings and buyers associated necessary information.
- 1.2 To make available a Seller's Disclosure Notice to provide to any agent or agency that has an interest in the listed property.
- 1.3 To provide a written reference of all current offers and/or contracts of buyers and sellers represented by a San Jacinto Properties agent.

### **2.0 Policy**

**2.1 Agents will be required to use Dotloop to create folders for all clients and to add the broker access to the folder. All contracts, forms, addenda and notices should be uploaded into your client folder on Dotloop so the broker can see and access them. The Buyer and Seller CHECKLISTS must be uploaded into your Dotloop folder for each client.**

**2.2 No agent can advertise or put a sign on any property without a signed Listing Agreement in place first**

- 2.3 It will be the responsibility of the listing agent to provide a copy of the MLS listing sheet to the Broker via Dotloop
- 2.4 It will be the responsibility of the listing agent to update and assure that the information is current and accurate.
- 2.5 It will be the responsibility of the listing agent to provide a copy of the executed Listing Agreement and Addenda to the Broker via Dotloop
- 2.6 It will be the responsibility of the San Jacinto Properties buyers' agent to provide a copy of the current offer on any property, including any pertinent addenda. It will also be the agents' responsibility to provide a copy of any changes made to offers and/or contracts, including pertinent addenda.
- 2.7 It will be the responsibility of the listing agent to provide a copy of the Seller's Disclosure notice to the Broker via Dotloop.
- 2.8 Digital copies of all forms and addenda will be kept by the agent and the broker on Dotloop and backed up on a hard drive as a precaution
- 2.9 All OCCUPIED listings must use only Supra Electronic Lockboxes for the safety of our clients. Combo boxes may ONLY be used on VACANT listings.

**2.10 All Buyer contracts, addenda and notices will be kept on Dotloop**

### **3.0 Procedure**

- 3.1 Agents will be responsible for saving documents to Dotloop

### **4.0 Education**

- 4.1 This policy shall be included in the Policies and Procedures Orientation Program for San Jacinto Properties

## **Policy 102.0 Agency Fees**

### **1.0 Purpose**

- 1.1 To define the fees payable to San Jacinto Properties
- 1.2 To clarify the responsibility and agreement of the Independent Contractor/Practitioner related to fees associated with real estate transactions and practice.
- 1.3 To establish a mechanism for the payment of fees.

### **2.0 Policy**

- 2.1 At the discretion of the Broker, listing commissions may be calculated on a minimum amount to San Jacinto Properties at **no lower than a total of 4.5 %**. (listing agent and buyers agent combined. This may apply to agents who do 4% or lower listing agreements)
- 2.2 The Independent Contractor shall be on a commission split with the broker to help pay the cost of the Errors and Omissions Insurance in the transaction. This fee shall be deducted from the agent's portion of commission earned by the brokerage from the sale of the real property. All San Jacinto Properties agents are to be on a 95/5 split with the Broker (95% to the agent, 5% to the Broker) **with a minimum split to the Broker of \$99 on any transaction**. For LEASE commissions the Broker will receive a flat fee of \$99 and the agent will retain the remainder of the commission. Once an agent has reached a cap amount of \$5000 towards the broker in a calendar year, the agent will go to 100% commission for the remainder of that calendar year and will then only pay a \$99 Transaction Fee on all remaining transactions for that calendar year. The calendar year begins on January 1<sup>st</sup> and ends on December 31<sup>st</sup> each year. On January 1<sup>st</sup> each agent will revert to the 95/5 split again.
- 2.3 Disbursement of commission funds shall be paid directly to the agent through the title company but **requires the agent to complete the San Jacinto Properties Commission Disbursement Agreement Form at least 72 hours prior to closing**. The form is not valid unless the Broker has signed it. It is the agent's responsibility to complete the form and send it to the Broker via email at least 72 hours prior to closing. **It is the responsibility of the agent to fill out the CDA fully and correctly and to make sure the commission amounts are correct according to the contract (or amendment). Any error on the commission amount will be deducted from the agent's portion of the commission if the broker has to correct the form.**
- 2.4 **Agents should NOT have their commission checks sent to the Broker's address (unless it is a lease payment, which is required to go to the Broker). If you cannot attend the closing and pick up your check or go back to get it, then make arrangements with the title company to have YOUR check mailed to your home address, not the Broker's.**
- 2.5 The Independent Contractor shall be responsible for becoming a member of ShowingTime Showing Services, for entering all properties requiring scheduling

into the ShowingTime data base and for paying the scheduling fee for each of their properties. The agent shall pay this fee directly to ShowingTime Showing Services by establishing a separate account. All residential listings with San Jacinto Properties must use ShowingTime Showing Service. No agent is to use their personal contact information as the appointment number on Residential Listings. Agents are also permitted to use HAR's Showing Smart on their listings

- 2.6 Bonuses: Bonuses will be subject to the same 95/5 split and thus included in the total commission
  - 2.7 Referrals and Reassignments: If a San Jacinto Properties agent refers a client to another San Jacinto Properties agent, the referral fee will be 25% payable at closing or Lease Execution. If a client is reassigned for any reason, such as an Intermediary with Appointments, the agent receiving the reassignment will receive a 25% referral fee.
- 3.0 Procedure**
- 3.1 Commissions, which include Errors and Omissions insurance fee, shall be deducted from commission paid to San Jacinto Properties at the time of closing.
  - 3.2 Fees for ShowingTime shall be paid by the individual agent.
  - 3.3 A record of payments and/or fee deductions shall be maintained for each Independent Contractor and kept in their individual file packet.
- 4.0 Education**
- 4.1 This policy shall be included on the agent Policies and Procedures Orientation program for San Jacinto Properties

## **Policy 103.0 Statement of Policy on Agency**

### **1.0 Purpose**

- 1.1 To clarify agency representation responsibilities
- 1.2 To assure compliance to Texas State Law and Texas Real Estate Commission requirements

### **2.0 Policy**

- 2.1 An agency relationship is an agreement between an agent and the principal, wherein the agent agrees to represent the principal in dealing with a third party.
- 2.2 In real estate transactions, an agency relationship is formed between the Broker and the client with the client usually working with one of the Sales Associates affiliated with that Broker. The agent owes the client a position of complete trust and fiduciary duty as outlined below:

**Loyalty**-The agent is required to act at all times solely in the best interests of the principal, excluding all other interests, including the agent's own self interest.

**Obedience**- An agent is obligated to disclose to obey all lawful instructions provided by his or her principal in a prompt and efficient manner.

**Disclosure**- An agent is obligated to disclose to his or her principal, all material information that he or she knows and any other information relevant to the transaction.

**Confidentiality**- An agent must keep any information confidential that would weaken a principal's bargaining position.

**Reasonable Care & Diligence**- An agent must be competent and render the standard of care expected of a real estate professional. By law no agent is expected to perform tasks or to know information outside of the scope of their real estate license.

**Accounting**- An agent is obligated to account for all money and/or property the principal entrusted to him.

- 2.3 An agent also has duties to the "customer" (non-principal) in a real estate transaction. The agent must **disclose** all material facts affecting the property and treat the customer **honestly** and **fairly**.
- 2.3 Compensation does not determine agency and can be paid by either party.

### **3.0 Procedure**

- 3.1 The TRECOP-K form Information About Brokerage Services shall be presented to any and all clients at the first face-to-face meeting where intent of a potential agency relationship is evident.
- 3.2 The signed form shall be included in the documents presented with any Earnest Money Contract offer and forwarded to the title company along with the contract
- 3.3 All San Jacinto Properties agents will use the standard TREC, TXR and HAR contract forms and addenda offered on Zipforms. All forms should be completed on ZipForms unless there is no other option but to print out a blank form and fill it in by hand. **Copies of all signed and executed forms should be saved in the client's Dotloop folder**

### **4.0 Education**

- 4.1 This policy shall be included on the agent Policies and Procedures Orientation program for San Jacinto Properties

## **Policy 104.0 Property Management Policy**

### **1.0 Purpose**

- 1.1 To standardize the property management process for all participants.
- 1.2 To provide a monitoring system to assure adherence to standardization.
- 1.3 To provide consistent service and expectations to managed properties owners/clients and customers.

1.4 To clarify practices and responsibilities related to agent and company management fee split according to policy.

## 2.0 Policy

2.1 San Jacinto Properties shall provide real estate property management services according to the Residential Leasing and Property Management Agreement. See Policy 100.0 item 2.1.4

2.1.1 The Property Management shall be signed by the owner and participating agent.

2.1.2 Participating agents shall be identified as designated and certified in property management according to criteria.

2.2 Lease Agreements shall adhere to standardized parameters and criteria as outlined in Addendum A. Residential Lease

2.2.1 Security and pet deposits shall be deposited into the San Jacinto Properties escrow account and shall not be comingled with any company operating account or individual agent's account.

2.3 Lease Management Agreements shall adhere to standardized parameters and criteria as outlined in Addendum B. Residential Leasing and Property Management Agreement.

2.3.1 Monthly rental payments from tenants shall be made payable to San Jacinto Properties and deposited into the company operating account for disbursement.

2.3.2 Monthly rental checks shall be issued from The San Jacinto Properties operating account to each owner client.

2.3.3 A monthly statement shall accompany the rental check and summarize any and all costs or activities pertaining to the property during that month.

2.4 The Broker shall oversee the management process for each property. **At this time San Jacinto Properties does not allow its agents to manage properties. Only the Broker may manage properties unless the broker designates a qualified property manager.**

2.5 A complete accurate, and ongoing file for each property owner and tenant shall be maintained at the San Jacinto Properties office.

2.6 A monthly management fee of 5% of the monthly rent will be charged to all clients.

2.7 Trip charges or other charges shall be retained by the agent, if services were provided by the agent.

2.8 Repairs necessary to the property shall be coordinated by San Jacinto Properties with participation of the Broker.

2.9 Owners shall add San Jacinto Properties to their homeowners dwelling insurance and identified as a co-insured entity. A copy of the insurance policy shall be provided to San Jacinto Properties by the tenant.

2.10 A copy of a key to each property will be kept at the San Jacinto Properties office.

## 3.0 Procedure

3.1 Owner/landlord representation shall be by written agreement, using TAR/TREC promulgated forms including associated addenda.

3.2 The managing agent shall secure a Residential Lease Application and Release Authorization signed by the tenants.

- 3.3 San Jacinto Properties will obtain a credit check and rental payment history to ascertain credit worthiness and reliability.
- 3.4 The Broker shall submit a signed Residential Lease form and necessary addenda such as the Pet Agreement.
- 3.5 The Broker shall collect the following fees payable to San Jacinto Properties
  - 3.5.1 Application fee per applicant
  - 3.5.2 Security deposit in amount equal to one-month rent or according to owner specifications.
  - 3.5.3 Pet deposit in amount of \$250 or greater (refundable or non-refundable) for each pet or according to owner specifications.
  - 3.5.4 Full month rent for first payment.
  - 3.5.5 Pro rated rent for a partial month of occupancy for second month's payment.
- 3.6 The Broker shall complete the check list to assure adherence to the State property management governmental code.
  - 3.6.1 Peep hole on front door for tenant visibility
  - 3.6.2 Smoke detectors in all bedrooms and/or hallways
  - 3.6.3 Door locks changed from previous occupant.
  - 3.6.4 Keyless dead bolt on all exterior doors used for exit.
  - 3.6.5 Carbon monoxide monitors (optional) suggested
- 3.7 The Broker will report any tenant requests for repairs to the landlord. A determination of repair completion will be assigned by the Broker to the landlord.
  - 3.7.1 Tenants will be instructed to submit requests for repairs in writing for inclusion in the office property file.
- 3.8 The managing agent will arrange to inspect the property at 6-12 month intervals with the tenant's prior permission as outlined in the lease.
- 3.9 The managing agent will be available to assist the tenant with property lawn care, or neighborhood related privileges and/or restrictions according to the Home Owner's Association guidelines

#### **4 Education**

- 4.1 This policy shall be included in the Policies and Procedures Orientation Program for San Jacinto Properties

### **Policy 105.0 Use of Company Logos, Advertising and Marketing**

#### **1.0 Purpose**

- 1.1 To standardize the use of San Jacinto Properties logos
- 1.2 To provide a monitoring system to assure adherence to standardization.
- 1.3 To provide consistency in our marketing and advertising
- 1.4 To clarify practices and responsibilities related to agent and company policy regarding the use of logos and advertising



## **2.0 Policy**

- 2.1 All agents with San Jacinto Properties are required to use only the Broker approved logos provided on our website at [SanJacintoProperties.com](http://SanJacintoProperties.com)
- 2.2 All business cards, door magnets, calendars, pens, post cards and any other marketing tools must contain the San Jacinto Properties logo and meet all NAR and TREC advertising guidelines.
- 2.3 Agents will provide a “proof”, in advance, of any marketing or advertising to the Broker for final approval before they have that item produced or use the item in any way.
- 2.4 San Jacinto Properties agents are encouraged to have door magnets on their cars, a name badge with the company logo, and business cards with the company logo. Agents are responsible for paying for all marketing and advertising out of their own funds.
- 2.5 All San Jacinto Properties agents will follow Federal Fair Housing Guidelines and not discriminate in any advertising
- 2.6 Any agent/broker associate of San Jacinto Properties that wants to use a “team” or “other” name (i.e. The Johnson Team or “Johnson Property Enterprises” must have the standard San Jacinto Properties logo and website on the TOP portion of the sign covering at least 33% of the sign. The colors on the sign must remain Blue and White only (except for an agent photograph if wanted). The agent may use their phone number on the sign and / or their direct website. The same policy applies to any other advertising such as business cards, car magnets, post cards, flyers, web ads, etc. All advertising/signs must be approved by the broker prior to their use.

## **3.0 Procedure**

- 3.1 All logos and samples of San Jacinto Properties marketing are located on the company website at [SanJacintoProperties.com/agentsonly.htm](http://SanJacintoProperties.com/agentsonly.htm)
- 3.2 Agents should ask the broker for vendors that have our logo on file and supply us with marketing items.
- 3.3 Agents may borrow yard signs from the Broker but are responsible for replacing them if they are lost, stolen or damaged.
- 3.4 Agents may buy their own yard signs as long as they duplicate our existing yard signs or if the Broker approves a variation in writing in advance.
- 3.5 Agents will use sign riders that include their name and cell phone number

## **4.0 Education**

- 4.1 This policy shall be included in the Policies and Procedures Orientation Program for San Jacinto Properties

## **Policy 106.0 Education and Competency**

### **1.0 Purpose**

- 1.1 To standardize education standard
- 1.2 To provide a monitoring system to assure adherence to standardization.
- 1.3 To provide consistency in our agents knowledge and competency

- 1.4 To clarify practices and responsibilities related to agent competency and education requirements

## **2.0 Policy**

- 2.1 All agents with San Jacinto Properties are required to maintain the minimum TREC required SAE/MCE every 2 years.
- 2.2 All agents with San Jacinto Properties will keep their license in ACTIVE status and will not allow it to lapse into INACTIVE status
- 2.3 All Agents will provide the Broker with a copy of the TREC agent page showing all CE classes that they have taken each year.
- 2.4 San Jacinto Properties agents are encouraged to take more classes than required by TREC to keep their license active.
- 2.5 All San Jacinto Properties agents will consult the Broker if they have a concern about their educational requirements or if they have a real estate question to which they are unsure of the answer or how to proceed.
- 2.6 There are agent training videos on the “Agents Only” web page. Each agent is responsible for watching the videos. There are also samples of pre-filled contracts and addenda as examples of how the forms are used. Each agent is responsible for reviewing these examples to ensure they are familiar with all contracts, forms, notices and addenda. An agent who has questions about how to complete and of the documents should contact the broker for clarification before submitting them to clients or other agents.
- 2.7 All agents will take at least one TREC approved CE class every 6 months that accounts for at least 1 CE credit.**

## **3.0 Procedure**

- 3.1 All agents will know when their license expires and will register for and complete classes as needed
- 3.2 Agents should read emails and look for free or discounted opportunities for CE training classes offered by title companies, HAR or other sources
- 3.3 Agents will annually print out a copy of their TREC education page
- 3.4 Agents will email, call or text the Broker if they have any questions regarding educational requirements or real estate questions in general. Better safe than sorry.
- 3.5 Agents are aware that their erroneous actions can not only cause damage to clients and customers but can also result in the agent’s license being suspended or revoked by TREC and possible sanctions to the Broker, San Jacinto Properties. Think before you act. Ask the Broker if you are unsure.

## **4.0 Education**

- 4.1 This policy shall be included in the Policies and Procedures Orientation Program for San Jacinto Properties

## **Policy 107.0 Employment**

## **1.0 Purpose**

- 1.1 To make it clear that all San Jacinto Properties agents are independent contractors

## **2.0 Policy**

- 2.1 All agents with San Jacinto Properties will sign an Independent Contractor Agreement each year
- 2.2 Agents are not employees and will not receive a W2 or a 1099
- 2.3 Agents are responsible for keeping accurate records of their own income and expenses for tax and legal purposes

## **3.0 Procedure**

- 3.1 Agents will receive an annual productivity sheet from the Broker showing their closings and income from those closings
- 3.2 As independent contractors, Agents will not receive health care benefits, social security or retirement benefits from San Jacinto Properties

## **4.0 Education**

- 4.1 This policy shall be included in the Policies and Procedures Orientation Program for San Jacinto Properties

## **Policy 108.0 Training**

### **1.0 Purpose**

- 1.1 To provide a monitoring system to assure our agents have read and understand the Policies and Procedure Manual
- 1.2 To provide consistency in the service and information our agents provide
- 1.3 To clarify practices and responsibilities related to agent and company policy regarding agent real estate knowledge and practices expected by San Jacinto Properties

### **2.0 Policy**

- 2.1 All new agents with San Jacinto Properties are required to sit down with the Broker for a 2 hour orientation session regarding San Jacinto Properties Policies and Procedures
- 2.2 At the Broker's Discretion, agents will be asked to complete short quizzes regarding various real estate terminology and practices
- 2.3 Agents that fail to show a knowledge of general real estate practices and terminology and/or San Jacinto Properties Policies and Procedure may, at the Broker's Discretion,

have their sponsorship terminated by the Broker or be suspended from further real estate activities until the Broker feels that the agent has sufficiently increased their knowledge and competency

- 2.4 Periodic meetings will be held either in person or online on ZOOM to discuss company updates, forms, training updates, etc. Agents will be notified in advance of these meetings and are expected to attend.

### **3.0 Procedure**

- 3.1 Broker/Agent orientation meeting
- 3.2 Broker initiated agent quizzes
- 3.3 Broker initiated suspension and additional training. (written tests, shadowing the broker on showings and listings, observing the Broker writing contracts and addenda)

### **4.0 Education**

- 4.1 This policy shall be included in the Policies and Procedures Orientation Program for San Jacinto Properties

### **Policy 109.0 Forms**

San Jacinto Properties has several In-House forms that we use. Please be sure that you are familiar with each form and know how & when to use it.

These forms and all of the training tools are found on our web page at [www.sanjacintoproperties.com/agentonly.htm](http://www.sanjacintoproperties.com/agentonly.htm)

San Jacinto Properties has CHECKLISTS for both Buyer & Seller transactions. Agents are REQUIRED to use these checklists on every transaction and include the checklist with your CDA. The broker will not sign the CDA without the completed checklist for your client.

**If you are not sure what contract or form to use or how to fill it out correctly, ask the broker. Do not just send it and hope you did it right. There are sample contracts and forms on our Agents Only webpage as well as video tutorials on how to fill them out.**

**I have read and reviewed the Policies and Procedures Manual for this year**

**Agent Signature:**

**Date:**