The
Right
Agent
Matters.

allcityrealestate.com

ALL CITY



Policy & Procedures
MANUAL

Version: AC:08:2025-3

Property of All City Real Estate, Ltd. Co. - www.allcityrealestate.com

Agent support is a fundamental element of any successful Agent/Broker relationship. Broker support and administrative support are readily available to All City Agents. We better serve our clients when we are informed and work together in an organized and systematic manner. Representation at the highest level is our promise to clients.



Central Office:
866-277-6005

- **Accounting Support - Commissions or Agent Sponsorship Fees**
- **Agent's Services such as All City Connect or Business Concierge services**
- **Compliance Inquiries**
- **All City Leadership Alliance**
- **General Administrative Support**
- **Transaction File Review**
- **All City Learning, Agent Training and Mentoring**
- **Agent Onboarding**

Scan the QR Code to add Central Office to your Contacts.

Central Office Info



Scan the QR Code to add your Broker Support Hotline to your Contacts.

BROKER SUPPORT

Broker Support Hotline: 833-587-8275

- Exclusive to All City Agents
- Contract Support
- Deal Negotiation Support
- Client Relations
- Transaction Emergencies
- Transaction File Review
- Compliance Questions
- Powered by All City Leadership Alliance



All City Text Notifications: 877-829-2291

- Important TREC Information
- Will Not Blow Your Phone Up
- Never Miss Important Brokerage Information
- One Way Communication - DO NOT REPLY
- Exclusive to All City Agents
- All City Announcements
- Important Updates
- Class Reminders

Scan the QR Code to add All City text alerts to your Contacts.

TEXT GROUP

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DEFINITIONS

The following terms are used in this manual:

Agent: a Broker or a Sales agent acting on behalf of a Principal.

Broker: a person or entity holding a real estate broker license issued by TREC.

Principal: a person or entity who has authorized an agent to act on his/her behalf.

Sponsored License Holder: a Salesperson or Broker whose Texas real estate license is sponsored by All City Real Estate as an independent contractor or employee.

Sales Agent: a person holding a real estate salesperson license issued by TREC.

Sponsoring Broker: All City Real Estate.

TREC: Texas Real Estate Commission.



NOTICE TO SPONSORED LICENSE HOLDERS

ANY OF A SPONSORED LICENSE HOLDER'S ACTIONS THAT VIOLATE THE PROVISIONS OF THIS POLICY AND PROCEDURES MANUAL ARE UNAUTHORIZED AND OUTSIDE THE AUTHORITY OF THE SPONSORING BROKER-SPONSORED LICENSE HOLDER RELATIONSHIP. ALL EXPENSES OR LOSSES ARISING OUT OF A SPONSORED LICENSE HOLDER'S ACTS SHALL BE BORNE SOLELY BY THE SPONSORED LICENSE HOLDER. ALL EXPENSES OR LOSSES SUFFERED BY SPONSORING BROKER AS A RESULT OF A SPONSORED LICENSE HOLDER'S ACTS SHALL BE REIMBURSED BY THE SPONSORED LICENSE HOLDER. ANY WAIVER OF THIS PROVISION BY THE SPONSORING BROKER WITH RESPECT TO ANY ACTIONS WILL NOT BE CONSTRUED AS A WAIVER WITH RESPECT TO ANY OTHER ACTION.

ADVERTISING AND MARKETING POLICY

DEFINITION

The term "Advertising" includes all written or oral statements or communications made by or on behalf of a Broker or Salesperson which induce or attempt to induce a member of the public to use the services of the licensed real estate agent or a service provider. Advertising includes but is not limited to publications, radio and television broadcasts, all electronic media including email messages, text messages, social networking websites, and the Internet, business stationery, business cards, signs, and billboards.

EXCLUSIONS

Advertising does not include: (i) communication from a Broker or Salesperson to a member of the public after the member of the public agrees to receive the information or service of the Broker or Salesperson, or (ii) listings or other real estate information available to the public on a licensee's website, extranet or similar site that is behind a firewall or similar filtering software which requires a password or registration to access that information.



PROHIBITIONS

A sponsored license holder is prohibited from the following:

(a) Advertising in a way that is materially inaccurate or misrepresents the property, terms, values, services, or policies;
(b) Advertising a property subject to an exclusive listing agreement without the permission of the listing Broker and without disclosing the name of the listing Broker unless the listing Broker has expressly agreed to waive disclosure;
(c) Failing to remove an advertisement about a listed property within a reasonable time after closing or termination of a listing agreement, unless the status is included in the advertisement;
(d) Identifying the Salesperson as a Broker in advertising;
(e) Advertising a property in a manner that creates a reasonable likelihood of confusion regarding the permitted use of the property; or
(f) Advertising in a way that indicates a limitation or preference based on race, color, religion, sex, handicap, familial status, national origin, or sexual orientation.

ALL CITY ADVERTISING REQUIREMENTS

All advertising must comply with the following:

(a) The Texas Real Estate License Act;
(b) TREC Rules, including, but not limited to Rule 535.154;
(c) The Real Estate Settlement Procedures Act (RESPA);
(d) The Truth in Lending Act (TILA);
(e) The Fair Housing Act;
(f) The Americans with Disabilities Act;
(g) Municipal ordinances regulating signs or billboards;
(h) Credit and third-party financing or lending requirements; and
(i) The National Association of REALTORS® Code of Ethics, including, but not limited to, Article 12.

GETTING STARTED

UPDATE YOUR MARKETING MATERIALS

Now that you are a sponsored license holder with All City Real Estate, you must update all of your marketing and advertising materials to reflect your All City Real Estate affiliation. This includes business cards, signage, websites, social media profiles, and any other promotional content.

Two commonly overlooked—but critically important—items that must be updated are:

Your outgoing voicemail message



Your email signature

These must clearly identify your affiliation with All City Real Estate in accordance with TREC advertising rules.

YOUR BRAND, YOUR WAY

All City sponsored license holders have the freedom to customize the brand of their real estate business, provided they comply with the Texas Real Estate Commission (TREC) advertising rules and the All City Real Estate brand guidelines.

ALL CITY REAL ESTATE LOGO USAGE POLICY

When using the All City Real Estate logo, license holders must use only the current, officially approved versions. The use of outdated, modified, or discontinued logos is strictly prohibited to ensure consistent and compliant branding.

DOWNLOAD THE ALL CITY LOGO PACK & BRANDING GUIDE CLICK HERE

TO ORDER ALL CITY BRANDED SIGNS & ACCESSORIES CLICK HERE



ALL CITY REAL ESTATE NAME USAGE POLICY

All City Real Estate is the brokerage name; no need to include “Ltd. Co.” on any advertising or when listing the brokerage name on contracts.

Regardless of sponsoring office, All City Real Estate must be used to identify the brokerage on all real estate contracts, advertising and marketing materials, notices, addenda, and any other official documentation.
No other variations are permitted.

The brokerage license number will be specific to the office and broker of record that sponsors your real estate license. Know who your sponsoring broker is! If you don’t know, please check the “license holder lookup” on the TREC website or contact the central office.

Current All City Real Estate Sponsoring Brokers

Kevin Scanlan: All City Real Estate
Brokerage License Number: 9003633
Individual Broker License Number: 477367

Mindi Stange: All City San Antonio - Registered Series
Brokerage License Number: 904560
Individual Broker License Number: 646223

Lana Sims: All City Houston - Registered Series
Brokerage License Number: 9015435
Individual Broker License Number: 642965

Dathon Aragon:
Individual Broker License Number: 613030

SPONSORED LICENSE HOLDER NAMING POLICY

License holders must comply with all Texas Real Estate Commission (TREC) rules regarding the use of names in advertising and business activities.

This includes rules for:

- Alternate Names
- Team or Group Names
- Assumed Business Names

Associates are responsible for ensuring that any names used in marketing, branding, or business operations are properly registered (if required) and fully compliant with TREC regulations.

For full details, refer to the official TREC rules and guidelines:
👉 [Access TREC Naming Guidelines Here]



We often get questions about using Team or Group names, so we have highlighted the TREC rules on the following pages.

USE OF TEAM NAMES

A Team Name is a name used by a group of one or more license holders conducting real estate activities under a unified name that is not All City Real Estate's licensed name or an assumed business name registered with TREC.

Team Name Rules:

- The team name MUST end with the word “Team” or “Group”.
- All City Real Estate must approve your team or group name.
- Your team or group name must be submitted to TREC by All City Real Estate.
- Using words in a team name that could mislead the public to mistake the team name for the brokerage is strictly prohibited.

Acceptable team name words include:
Property, Real Estate, Homes, Realty

Prohibited team name works include:
Brokerage, Company, Associates



USE OF ALTERNATE NAMES

An “Alternate Name” is a name used by an individual license holder other than the name on the individual’s license, such as a middle name, married name, maiden name, or nickname.

Alternate Name Rules:

- License holders must notify All City Real Estate when filing an alternate name.
- The sponsored license holder is responsible for filing the alternate name with TREC.

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INTERNET USE & ONLINE ADVERTISING POLICY

PURPOSE

This policy establishes the standards for all internet-based advertising, communications, and professional conduct by sponsored license holders affiliated with All City Real Estate, Ltd. Co.

It is designed to ensure compliance with:

- Texas Real Estate Commission (TREC) Rules §§535.154 and 535.155
- National Association of REALTORS® Code of Ethics, Article 12
- Federal Trade Commission (FTC) truth-in-advertising standards
- Applicable state and federal laws regarding online content and electronic communications



SCOPE OF ONLINE ACTIVITY COVERED

This policy applies to all professional use of the internet, including but not limited to:

Personal and business websites or blogs	Email marketing and newsletters
Social media platforms (Facebook, Instagram, LinkedIn, TikTok, YouTube, etc.)	Online lead generation services and landing pages
Online advertising (paid or organic)	MLS-linked platforms and syndication sites (Zillow, Realtor.com, etc.)

BROKERAGE IDENTIFICATION REQUIREMENTS

All online advertising must:

- Clearly and conspicuously display the brokerage name (All City Real Estate, Ltd. Co. or All City Real Estate)
- Ensure the brokerage name is at least half the size of the largest contact information (per TREC Rule §535.155)
- Include the sponsored license holder's full name, license type, and contact information

BRANDING AND WEBSITE STANDARDS

Sponsored license holders who maintain personal websites or landing pages must:

- Include brokerage identification and links to the Information About Brokerage Services and Consumer Protection Notice on every page
- Avoid mimicking or misrepresenting official All City branding
- Remove any non-compliant content upon request by the broker

Domain names or page names must not imply independent brokerage status or create confusion about sponsorship.



SOCIAL MEDIA GUIDELINES

Sponsored license holders who maintain personal websites or landing pages must:

Include links to the Information About Brokerage Services and Consumer Protection Notice.

Social media profiles used for real estate must identify the license holder's relationship with All City.



Personal social media may not be used to post unlicensed or misleading real estate content.

Posts promoting real estate services or listings must be truthful, not misleading, and include brokerage identification.

COMPLIANCE WITH ADVERTISING LAWS

Sponsored license holders may not:

- Use misleading claims, exaggerated results, or unsubstantiated guarantees
- Post false testimonials or impersonate clients
- Advertise properties that they are not authorized to promote
- Violate the Fair Housing Act, RESPA, or TILA in any online messaging

THIRD-PARTY PLATFORMS

When using third-party platforms (e.g., CRM tools, IDX websites, lead gen services), sponsored license holders must ensure:

- Content remains compliant with all TREC and brokerage rules
- Listings or materials not under their control are not misrepresented
- Brokerage branding is present and accurate

ONLINE CONDUCT AND PROFESSIONALISM

- Sponsored license holders are expected to maintain the highest standards of professionalism in all internet activity, whether personal or professional, when their conduct may reflect on the brokerage.
- License holders may not post or share any content that is offensive, hateful, harassing, or discriminatory in nature
- In violation of the Fair Housing Act, the REALTOR® Code of Ethics, or anti-discrimination laws
  - Sexually explicit, threatening, defamatory, or intended to incite violence or hostility
  - All posts, comments, and online interactions must be conducted in a professional, respectful, and civil manner.

- Even on personal social media accounts, if the license holder identifies themselves as affiliated with All City Real Estate, their behavior is expected to reflect the values of the brokerage.

- Violations of this policy may result in immediate disciplinary action, including termination of sponsorship.

MONITORING AND ENFORCEMENT

All City Real Estate reserves the right to:

- Monitor or review public internet activity involving the brokerage or its sponsored license holders

- Request the immediate removal of non-compliant or unprofessional content

- Take corrective or disciplinary action, up to and including termination of sponsorship



EMAIL AND TEXT MESSAGING POLICY

PURPOSE

This policy outlines the requirements for sending email and text message communications in connection with real estate activities conducted by sponsored license holders affiliated with All City Real Estate, Ltd. Co.

It ensures compliance with:

- Federal CAN-SPAM Act (email)
- Telephone Consumer Protection Act (TCPA) (text/SMS)
- TREC Advertising Rules (§§535.154 and 535.155)
- NAR Code of Ethics, particularly Article 12
- Applicable state laws in Texas (SB 140) and Florida

SCOPE

This policy applies to all marketing, solicitation, and business communication via:

- Federal CAN-SPAM Act (email)
- Telephone Consumer Protection Act (TCPA) (text/SMS)
- TREC Advertising Rules (§§535.154 and 535.155)
- NAR Code of Ethics, particularly Article 12
- Applicable state laws in Texas (SB 140) and Florida

CONSENT REQUIREMENTS

You MAY send emails or texts to:

- Clients and leads who have opted in or requested information
- Individuals with a recent business relationship (within 18 months)
- Recipients who have provided their email or phone number voluntarily

You may NOT send to:

- Anyone on a Do Not Contact (DNC) list
- Purchased or scraped lists without proof of expressed written consent
- Individuals who have unsubscribed or opted out



Text messages require prior express written consent under the TCPA and Texas SB 140.
Consent must be stored and verifiable.

REQUIRED CONTENT FOR MARKETING MESSAGES

To comply with federal laws, TREC advertising rules, and All City Real Estate policy, all email and text communications used for marketing or solicitation must meet the following content requirements:

A Email Marketing Requirements

(Regulated under the CAN-SPAM Act)

All marketing or promotional emails must include:

Sender Identification

- Your full legal name
- Your license type/status
- Your sponsoring broker's name (All City Real Estate or All City Real Estate, Ltd. Co.)

Physical Address

A valid physical mailing address (P.O. Box is acceptable), or you may use the All City Real Estate PO Box:
The address is PO Box 170524, Austin, TX 78717

Opt-Out Mechanism

A clear and functional unsubscribe option (e.g., “Click here to unsubscribe”)

Truthful Content

No deceptive subject lines, misleading claims, or unsubstantiated offers

Professional Presentation

Maintain a tone that reflects the professional standards of All City Real Estate

B Text Message Marketing Requirements

(Regulated under the Telephone Consumer Protection Act – TCPA)

All marketing or promotional text messages must include:

Sender Identification

- Your first and last name
- A reference to All City Real Estate (e.g., “Hi, this is John Smith with All City Real Estate...”)

Opt-Out Instructions

A clear opt-out message such as:
“Reply STOP to unsubscribe” or “Text STOP to opt out”

Truthful Content

No false promises, misleading claims, or illegal advertising (e.g., claiming "free" representation if compensation is involved)

Timing Compliance

Text messages may only be sent between 8:00 AM and 9:00 PM local time

Consent Verification

You must have documented express written consent from the recipient before sending marketing texts.

Professionalism

No unprofessional tone in business-related texts

Broker Oversight

- Sponsored license holders must ensure compliance with any brokerage review requirements for mass email or texting campaigns.
- Email templates and distribution lists may be subject to broker review for compliance

Prohibited Content

Email or Text communications must not:

- Contain false, misleading, or exaggerated claims
- Guarantee results (e.g., "We'll sell your home in 7 days or less!") unless factually substantiated
- Omit brokerage identification
- Promote services that would violate RESPA, anti-kickback laws, or other advertising regulations

Recordkeeping

Sponsored license holders are responsible for retaining:

- Copies of email and text marketing campaigns
- Records of consent or opt-in
- Unsubscribe logs
- These must be maintained for a minimum of four years, in accordance with TREC recordkeeping requirements. All City Real Estate recommends keeping records for seven years.

ENFORCEMENT

Non-compliance with this policy may result in disciplinary action, including revocation of email marketing privileges, formal reporting to TREC, or termination of sponsorship with All City Real Estate.

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COLD CALLING POLICY

This policy outlines the rules and responsibilities related to cold calling by sponsored license holders affiliated with All City Real Estate, Ltd. Co.

LEGAL COMPLIANCE

All cold calling activities must comply with:

- The Telephone Consumer Protection Act (TCPA)
- The National Do Not Call (DNC) Registry regulations
- The Telemarketing Sales Rule (TSR)
- Any applicable state-level do-not-call laws (e.g., Florida and Texas DNC rules and SB 140)
- TREC advertising rules and the NAR Code of Ethics, particularly Article 12 (truthful representation)



PERMITTED CALLING/TEXTING HOURS

Sponsored license holders may only call or text during the legally allowed times:

9:00 AM to 9:00 PM

(local time of the recipient)

Monday - Saturday

No calls or texts may be placed outside of these hours

PERMITTED CALLING/TEXTING HOURS

Sponsored license holders may only call or text during the legally allowed times:

12:00 PM to 9:00 PM

(local time of the recipient)

Sunday

No calls or texts may be placed outside of these hours

DO NOT CALL LIST COMPLIANCE

Before placing any cold call, sponsored license holders must screen the number against:

- The National Do Not Call Registry: https://www.donotcall.gov/
- Any internal brokerage do-not-call list

If a consumer requests not to be contacted, their information must be immediately added to the internal DNC list and honored indefinitely.

CONSENT REQUIREMENTS

Calls may be made only to individuals who have not opted out and who are not on the National DNC Registry, unless:

- You have an existing business relationship with the individual (e.g., past client within the last 18 months)
- You have received prior express written consent

IDENTIFICATION REQUIREMENTS

When making a cold call, sponsored license holders must:

- Identify themselves by full legal name and license status
- Disclose affiliation with All City Real Estate
- Provide a callback number and office address (if requested)
- Avoid deceptive or misleading language

USE OF AUTO-DIALERS OR RECORDED MESSAGES

The use of auto-dialers, pre-recorded messages, or ringless voicemail drops is strictly prohibited unless the sponsored license holder has obtained prior express written consent from the recipient.

RECORDKEEPING

Sponsored license holders are responsible for maintaining:

- You have an existing business relationship with the individual (e.g., past client within the last 18 months)
- You have received prior express written consent

These records should be retained for a minimum of four years, in line with TREC guidelines.

ENFORCEMENT

Failure to comply with this policy may result in:

- Legal liability under federal and state law, including civil fines and attorneys' fees
- Brokerage disciplinary action, up to and including termination of sponsorship
- TREC sanctions for misconduct

Questions or Clarifications:

If you are unsure whether a cold calling activity is compliant, consult All City Real Estate before proceeding.

COPYRIGHT, TRADEMARK, AND INTELLECTUAL PROPERTY POLICY

Applies to all Sponsored License Holders

PURPOSE

This policy outlines the rules and responsibilities regarding the use of intellectual property—including copyrighted content, trademarks, and other protected materials—by sponsored license holders of All City Real Estate, Ltd. Co. It is intended to ensure compliance with all applicable federal and state laws, including the U.S. Copyright Act, Lanham Act, Digital Millennium Copyright Act (DMCA), and TREC advertising rules.

DEFINITION OF INTELLECTUAL PROPERTY

Intellectual Property (IP) includes, but is not limited to:

- Logos, taglines, and branding elements
- Images, videos, music, and graphics
- Written content (e.g., blogs, articles, brochures, MLS descriptions)
- Website code and designs
- Social media content
- Third-party software, tools, or templates

OWNERSHIP AND USE

Sponsored license holders:

- May not use any intellectual property they did not personally create or do not have documented legal permission to use
- Must ensure written licenses, releases, or authorizations are obtained before using third-party materials
- Are prohibited from using “borrowed” or “copied” content from the internet, competitors, or vendors without proper licensing

USE OF ALL CITY REAL ESTATE BRANDING

- The All City Real Estate name, logo, and brand assets are protected under trademark law.
- Sponsored license holders may use official branding materials only as provided in the All City Branding Guide.
- Modifying, altering, or using outdated versions of logos is strictly prohibited.
- No license holder may create social media accounts, websites, or marketing materials that misrepresent All City’s identity.



MLS CONTENT

MLS listing data, descriptions, and photos are typically copyrighted.

Sponsored license holders must:

- Only use MLS photos and text where they are the listing agent or have explicit written permission
- Do not reuse photos or remarks from other agents' listings without authorization
- Respect local MLS rules regarding listing syndication and advertising.



DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) COMPLIANCE

Sponsored license holders must comply with the DMCA and refrain from uploading or sharing copyrighted material on websites or platforms without permission. All City Real Estate reserves the right to remove or request the removal of infringing content.

PENALTIES AND LIABILITY

Violations of copyright or trademark law may result in:

- Legal liability under federal law, including civil fines and attorney's fees
- Brokerage disciplinary action, up to and including termination of sponsorship
- TREC sanctions for advertising misconduct

RESOURCES AND REPORTING

For guidance or to check potential violations, contact the central office at 866-277-6005 or email approval@allcityagents.com.



866-277-6005

approval@allcityagents.com

You can also refer to:

- U.S. Copyright Office: www.copyright.gov
- USPTO Trademark Search: www.uspto.gov/trademarks
- DMCA Overview: www.copyright.gov/dmca

By participating as a sponsored license holder with All City Real Estate, you agree to abide by this policy and accept full responsibility for your marketing content and business practices.

COMMISSION ADVERTISING POLICY

PURPOSE

This policy governs how sponsored license holders may advertise real estate commissions or compensation, in accordance with:

- The National Association of REALTORS® Settlement Agreement
- TREC Rules §§535.154 and 535.155
- MLS policy changes prohibit the public display of compensation offers
- Federal regulations under the FTC, RESPA, and Truth in Lending Act

COMMISSION ADVERTISING RESTRICTIONS

Sponsored license holders may not advertise:

- A specific commission rate as standard, required, or fixed
- Offers of compensation to cooperating brokers, buyer agents, or referral partners in the MLS



MLS COMPLIANCE

In line with recent NAR settlement requirements, MLSs will no longer permit the publication of broker compensation offers.

Sponsored license holders must not attempt to publish commission-related details in:

- Public remarks
- Private remarks (if prohibited)
- Image overlays or attachments
- Virtual tours, links, or media fields

All advertising must comply with TREC rules, including prominently displaying the sponsoring broker's name, and must not be misleading or imply services are "free" unless no party is responsible for payment.

ADVERTISING INCENTIVES, GIFTS, AND REBATES

Sponsored license holders may offer incentives or rebates to clients only if they comply with the following:

Compliance Requirements:

- Incentives must be disclosed in writing and documented in the transaction file
- Offers must be truthful, specific, and not misleading
- Any incentive involving a third party (e.g., lender, title company) must be RESPA-compliant and not tied to a referral agreement
- Sponsored license holders may not advertise or provide incentives that:
  - Are conditional upon the use of an affiliated service provider in violation of RESPA
  - Misrepresent the net cost or benefit to the consumer
  - Violate the Fair Housing Act or suggest preferential treatment
  - Appear to be kickbacks, disguised referral fees, or unearned compensation

Permissible Examples:

- “Receive a $500 closing cost credit when you buy or sell with us.”
- “We’ll provide a free home warranty at closing.”
- “Rebate available—contact us for details.”



Important:

Incentives offered in advertising are considered promises and must be honored exactly as advertised.

BUYER REPRESENTATION LANGUAGE

When advertising buyer services, sponsored license holders:

- May not claim “free representation” unless the buyer is truly not responsible for any portion of compensation
- Must ensure claims about “no cost to you” are factually accurate and not misleading under RESPA and FTC guidelines

BROKER REVIEW & APPROVAL

All advertising materials, especially those discussing fees or compensation, rebates, or client incentives, should be reviewed by the broker when in doubt.
Submit to: approval@allcityagents.com
Or call Central Office: 866-277-6005

VIOLATIONS

Noncompliance with this policy may result in:

- TREC disciplinary action
- MLS fines or suspension
- Termination of sponsorship by All City Real Estate

JOINT ADVERTISING POLICY

PURPOSE

This policy governs joint advertising between sponsored license holders of All City Real Estate, Ltd. Co. and license holders affiliated with other brokerages.

It ensures compliance with:

- TREC Rules §§535.154 and 535.155
- TRELA (Texas Real Estate License Act)
- The NAR Code of Ethics, Article 12
- RESPA, where applicable

DEFINITION OF JOINT ADVERTISING

Joint advertising includes any co-branded marketing (digital, print, or in-person) promoting two or more license holders from different brokerages, including:

- Flyers, signs, postcards, social media, or websites
- Co-hosted listing ads, open houses, or events
- Shared marketing of a specific property or service

ADVERTISING REQUIREMENTS

All joint advertising must:

- Clearly and prominently identify **each license holder's sponsoring broker.**
- Display broker names at least **as prominently as** any team name or individual licensee name.
- Include accurate licensee names, license types, and contact info.
- Avoid any language or design that implies both licensees are under the same brokerage if they are not.

Each broker is responsible for ensuring compliance of their affiliated license holder.

BROKER APPROVAL REQUIRED

Sponsored license holders must:

- Obtain **written approval** from All City Real Estate before participating in any joint advertising
- Submit proposed materials to approval@allcityagents.com or call 866-277-6005

The other brokerage must also approve the advertisement for their licensee.

CO-LISTINGS

If a listing is co-listed between brokerages:

- A **written co-listing agreement** must be in place
- Advertising must identify both brokers clearly and accurately
- MLS and signage rules must be followed precisely

TEAM OR GROUP ADVERTISING

If joint advertising involves a team name:

- The team must be properly registered with TREC (if required)
- The team name must not imply independent brokerage status
- Each team member's sponsoring broker must be clearly listed

HOLDING OPEN HOUSES FOR ANOTHER BROKER'S LISTING

Sponsored license holders may host open houses for listings that belong to license holders with a different sponsoring broker only under the following conditions:

- The **listing broker has given written permission** for the All City license holder to hold the open house
- The open house signage and marketing must:

Clearly identify the listing broker and licensee	Include the name of the All City Real Estate sponsored license holder as the host	Display the All City Real Estate brokerage name, even though the listing belongs to another broker

- No representation or advertising shall suggest that All City Real Estate is the listing broker unless there is a formal co-listing agreement in place
- Hosted open houses are subject to all advertising, signage, and disclosure requirements under TREC and NAR rules

The hosted open house is a limited marketing activity, not a listing arrangement.

RESPA COMPLIANCE (IF APPLICABLE)

If the joint advertising includes **settlement service providers** (e.g., lenders, title companies):

- Advertising costs must be **split proportionally** to the marketing benefit received
- No business may be referred in exchange for payment or participation
- Compliance with RESPA §8(a) and §8(c) is required

ENFORCEMENT

Violations of this policy may result in:

- Advertising restrictions
- Mandatory compliance training
- TREC or MLS disciplinary action
- Termination of sponsorship for repeated or willful violations

ADVERTISING AND MARKETING PROCEDURE

Sponsored license holders are not required to submit marketing for approval. However, if you are unsure whether your materials meet TREC, brokerage, or legal requirements, you are strongly encouraged to submit them for review.

Email: approval@allcityagents.com	**Central Office:** 866-277-6005

We're here to help you stay compliant and protect your license and reputation. **This applies to (but is not limited to):**

- Print advertisements
- Email campaigns
- Text Messaging campaigns
- Social media posts or banners
- Signage and promotional items
- Websites, landing pages, or online profiles



Submissions should include the complete draft of the marketing piece and any relevant context (target audience, platform, timing, etc.).

Note: Final responsibility for compliance lies with the sponsored license holder. When in doubt, **get it reviewed before publishing.**

ALL CITY

Real Estate

WORK AGREEMENTS POLICY

INDEPENDENT CONTRACTOR AGREEMENTS

The relationship between All City Real Estate and the sponsored license holder will be governed by the following agreements, as applicable:

- TXR 2301 – Independent Contractor Agreement for Sales Associate
- TXR 2302 – Statement of Understanding
- All City Real Estate Sponsorship Agreement
- Or any other written agreement approved by All City Real Estate

UNLICENSED ASSISTANT AGREEMENTS

When employing unlicensed individuals, by a sponsored license holder, an employment agreement must be signed that includes, at a minimum:

- A description of the duties the unlicensed employee has been hired to perform
- A description of prohibited acts and any activities permitted only under direct supervision
- Terms of compensation (hourly, salaried, or other)
- Confirmation of at-will employment status
- Any benefits offered, such as leave, group benefits, bonuses, or participation in profit-sharing plans, along with reference to any applicable employee handbooks or policies
- The sponsored license holder must comply with TREC rules and the Texas Real Estate Licensing Act (TRELA) regarding the activities an unlicensed assistant is permitted to perform, as well as those they are prohibited from performing.

LICENSED ASSISTANT AGREEMENTS

If a broker or sales agent is employed but will not be acting in the capacity of a sponsored license holder, they must sign an employment agreement that includes:

- A description of assigned duties
- A list of activities the employee may not perform or may perform only under supervision
- Terms of compensation (hourly, salaried, or other)
- Confirmation of at-will employment
- A summary of any offered benefits, with reference to employer policies or manuals



WORK AGREEMENTS PROCEDURE

INDEPENDENT CONTRACTOR

Prior to engaging in any real estate activities, each sponsored license holder must execute all documents included in the onboarding packet, which includes the TXR 2301 – Independent Contractor Agreement and the All City Real Estate Sponsorship Agreement.

ANNUAL CONFIRMATION FOR INDEPENDENT CONTRACTORS

Sponsored license holders must execute the TXR 2302 – Statement of Understanding (or equivalent) each year to reaffirm their independent contractor relationship with All City Real Estate.

UNLICENSED AND LICENSED EMPLOYEE AGREEMENTS

Before beginning work, all unlicensed and licensed employees must sign a formal employment agreement.

COMPENSATION POLICY

All compensation paid to sponsored license holders must comply with applicable federal and state laws, including:

- The Texas Real Estate License Act (TRELA)
- TREC rules
- The Real Estate Settlement Procedures Act (RESPA)

No compensation may be paid to or accepted by a sponsored license holder in violation of these laws or any policies adopted by All City Real Estate.



COMPENSATION PROCEDURE

RECEIPT OF COMMISSION

All compensation earned by a sponsored license holder for performing licensed real estate activities must be paid directly to All City Real Estate, unless All City Real Estate has authorized another arrangement in writing
(the approved commission disbursement authorization or CDA).

If a sponsored license holder is to receive compensation from any party other than their client (e.g., the seller when representing the buyer), they must:

- Disclose this arrangement in writing to the party they represent
- Obtain written consent from that party
- Include a copy of both documents in your transaction file submitted to All City Real Estate.

If a third-party service provider agrees to compensate the sponsored license holder, written consent must also be obtained from the paying party, and All City Real Estate must be provided a copy.

PAYMENT OF COMMISSION

All City Real Estate will pay commissions directly to the sponsored license holder unless otherwise agreed in writing.

If payment is to be made to an entity owned by the sponsored license holder, the entity must be properly registered as a "Registered Business Entity" with TREC. The TREC approval letter must be submitted to All City Real Estate before any commission payments can be made payable to the entity.

STANDARD FUNDED COMMISSION PAYMENTS

For all transactions processed under Standard Funding, earned commissions will be disbursed within five (5) to seven (7) business days from the date All City Real Estate receives payment.

COMPENSATION TO OR FROM SETTLEMENT SERVICE PROVIDERS A.K.A. TITLE COMPANIES

Sponsored license holders **may not accept or offer fees or anything of value** to or from any settlement service provider in exchange for:

- Referrals
- Placement on a "preferred provider" list
- Access to promotional opportunities tied to compensation

Settlement service providers include, but are not limited to:

- Lenders and mortgage brokers
- Title companies
- Appraisers, inspectors, attorneys
- Insurance or warranty companies
- Brokers, agents, or any vendor paid from the transaction

Exceptions, with written approval from All City Real Estate, include:

- Normal promotional or educational activities not tied to referrals
- Payments at fair market value for goods or services actually rendered
- Payments under formal referral or cooperative brokerage agreements between licensed brokers or agents

DISCLOSURE OF RESIDENTIAL SERVICE COMPANY FEES

Sponsored license holders must use form TXR 2513 to disclose any compensation received from a residential service company (e.g., home warranty providers) for advertising or services.

ALL CITY

Real Estate

ESTABLISHING COMPETENCY POLICY

AUTHORIZATION TO ACT

A sponsored license holder is authorized to act on behalf of All City Real Estate only in the areas specifically designated in writing by the sponsoring broker in the Sponsorship Agreement. The sponsored license holder must also be deemed competent by the sponsoring broker to perform those activities.

MINIMUM COMPETENCY STANDARD

All City Real Estate requires that each sponsored license holder maintain and demonstrate the minimum competency necessary to protect the public and represent clients professionally, in accordance with **TREC Rule Chapter 531 Canons of Professional Ethics and Conduct** and the **Texas Real Estate License Act (TRELA)**.

DEFINITION OF COMPETENCY

Competency includes, but is not limited to:

- Having the necessary education, experience, and training to perform real estate brokerage activities with skill and diligence;
- Understanding and complying with current laws, contract forms, and disclosure requirements; and
- Exercising sound professional judgment in all real estate transactions and client interactions.

BROKER OVERSIGHT AND DETERMINATION

When a sponsored license holder engages in a real estate transaction type for the first time, such as a land sale, commercial transaction, or their first listing, **All City Real Estate requires oversight on a minimum of three (3) transactions** of that type.

All City Real Estate reserves the sole discretion to determine whether the sponsored license holder has demonstrated the necessary competency to continue performing that activity independently.

Authorization may be restricted or expanded based on:

- Demonstrated performance
- Completion of continuing education
- Additional certifications or training

This oversight requirement is in place to ensure the protection of the public, adherence to TREC's competency standards, and professional representation of the brokerage.

REMEDIAL ACTION AND ADDITIONAL TRAINING

If a sponsored license holder fails to meet competency standards, All City Real Estate may require:

- Completion of remedial education or training;
- Temporary or permanent reassignment of responsibilities; or
- Suspension or termination of sponsorship, depending on the nature and severity of the deficiency.

DESIGNATIONS AT SPONSORING BROKER'S DISCRETION

The determination of whether a sponsored license holder is authorized and competent to act is solely at the discretion of All City Real Estate and may be modified or revoked at any time.

MAINTENANCE OF REQUIRED LICENSES AND CERTIFICATIONS

Sponsored license holders are responsible for ensuring that all licenses, certifications, or other required qualifications remain active, current, and in good standing for any activities they are authorized to perform by All City Real Estate.

REQUIRED EDUCATION REQUIREMENTS

Sponsored license holders must complete all required continuing education in a timely manner. Free continuing education is available exclusively to sponsored license holders through All City Real Estate at www.allcitylearning.com.

ADDITIONAL LICENSES, CERTIFICATIONS AND EDUCATION

The requirement for a sponsored license holder to obtain additional licenses, certifications, or complete supplemental education is solely at the discretion of All City Real Estate.

COMPLIANCE WITH CODE OF ETHICS

Sales Associate will comply with the National Association of REALTORS® Code of Ethics with regard to competency including, but not limited to, Article 11.

PROHIBITED PRACTICE

Sponsored license holders may not engage in any activity for which they lack the necessary knowledge, skill, or supervision. Requests to expand the scope of practice must follow the procedures outlined in the Authorization Agreement and must be approved in writing by All City Real Estate.

PROPERTY MANAGEMENT

Sponsored license holders are not permitted to engage in the property management of real estate belonging to third parties. The management of properties personally owned by the sponsored license holder is permitted, but should be conducted separately and outside of All City Real Estate.

If you are a licensed broker associate and wish to establish a separate property management entity, you must first obtain written authorization from All City Real Estate prior to engaging in such activities. **All City Real Estate may not be listed on any lease or property management agreement.**

ESTABLISHING COMPETENCY PROCEDURE

AUTHORIZATION AGREEMENT

All City Real Estate and each sponsored license holder will enter into a written Authorization Agreement that:

(a) Identifies the specific areas of real estate practice in which the sponsored license holder is authorized to act;

(b) Outlines the licenses, certifications, and other qualifications the sponsored license holder is required to maintain in order to remain qualified and competent in those areas; and

(c) Details any additional education or training that All City Real Estate requires the sponsored license holder to complete in order to continue practicing in those areas.

The Authorization Agreement may also identify areas of practice in which All City Real Estate does not operate or does not permit sponsored license holders to engage. This agreement may be amended at any time to expand, restrict, or otherwise modify the scope of the sponsored license holder's authorized activities at the discretion of All City Real Estate.

MAINTENANCE OF REQUIRED LICENSES AND CERTIFICATIONS

Sponsored license holders are responsible for maintaining all licenses, certifications, and other qualifications required by All City Real Estate.

(a) All City Real Estate will periodically verify that each sponsored license holder maintains the required credentials as outlined in their Authorization Agreement.

(b) Sponsored license holders must provide documentation to All City Real Estate demonstrating:

- Timely renewal of all required licenses and certifications
- Completion of all mandatory continuing education
- Completion of any additional education or training required by All City Real Estate to remain qualified and competent in authorized areas of practice

REQUEST TO CHANGE AUTHORITY TO ACT

Sponsored license holders may request that All City Real Estate consider expanding their authorized areas of practice. Upon such request, All City Real Estate will inform the sponsored license holder of any additional licenses, training, certifications, or education required to qualify for the expanded scope of competency and authorization.

NOTIFICATION OF TREC CHANGES

All City Real Estate will provide sponsored license holders with notice of any changes to the Texas Real Estate License Act, TREC rules, or TREC-promulgated contract forms prior to the effective date of such changes, whenever reasonably possible.

FORWARDING OF TREC NOTICES

All City Real Estate will forward to each sponsored license holder any correspondence received from the Texas Real Estate Commission (TREC) that pertains specifically to that license holder within a reasonable time after receipt.
This does not include license renewal notices, which are the sole responsibility of the sponsored license holder.

ALL CITY

Real Estate

RECORDS MANAGEMENT POLICY

RECORDS DEFINED

All City Real Estate will maintain the following records (collectively referred to as "Records"):

(a) Disclosures

(b) Compensation agreements, including listing agreements, buyer representation agreements, and any other written commission or compensation agreements

(c) Work files

(d) Contracts and related addenda

(e) Receipts and disbursements of compensation for services

(f) Documents required under the Uniform Standards of Professional Appraisal Practice (USPAP), when applicable

(g) Agreements between All City Real Estate and sponsored license holders, including Independent Contractor Agreements and employment agreements

(h) Delegations of authority from All City Real Estate to other individuals

(j) all written client communications. (email & texts)

DURATION OF RECORD MAINTENANCE

All City Real Estate will retain the Records in an accessible format for no less than four (4) years from the latest of the following events:

- The closing of a sale
- Termination of a contract
- Termination of a client relationship
- Occurrence of an event not related to a specific transaction

At its discretion, All City Real Estate may retain records for a longer period.

OWNERSHIP OF RECORDS

All Records created or maintained during the relationship between All City Real Estate and a sponsored license holder are the exclusive property of All City Real Estate, regardless of who physically created or retained the documents.

PRIVACY POLICY

Sponsored license holders must comply with All City Real Estate's privacy policy at all times. This policy governs the collection, use, storage, and disclosure of client and consumer information, and is designed to ensure compliance with applicable state and federal privacy laws.
The current privacy policy is available for review at https://allcityrealestate.com/privacy-policy/

CONFIDENTIALITY OF RECORDS

Client personal information—including, but not limited to, personal identifiers (such as Social Security numbers, driver's license numbers, and birth dates) and financial information (such as bank account or credit card details)—is considered confidential and must be handled with the highest level of care. **All City Real Estate** will maintain the same standard of privacy and confidentiality for such information **after** the termination of the relationship with a **sponsored license holder** as was required during the period of active association.

RECORDS MANAGEMENT PROCEDURE

COSTS OF CREATION AND DELIVERY

Each sponsored license holder is responsible for any expenses incurred in the creation, preparation, or delivery of Records related to their real estate activities conducted under All City Real Estate. This includes, but is not limited to, document preparation, printing, mailing, scanning, or electronic delivery costs.

DELIVERY TO ALL CITY REAL ESTATE

As required by the 10-4 Policy detailed in the Transaction Policy section of this manual, all sponsored license holders must submit to All City Real Estate any Records they create or execute in the course of their real estate activities. Prompt delivery is essential to maintain compliance with brokerage policies, TREC regulations, and legal recordkeeping standards.

PROTECTION OF PERSONAL INFORMATION

Client personal information including, but not limited to, personal identification details (such as Social Security numbers, driver's license numbers, and birth dates) and financial information (such as bank account or credit card numbers) **must not be disclosed to any third party without prior written approval from All City Real Estate.**

Sponsored license holders are expected to safeguard all client data in compliance with All City Real Estate's privacy policy and applicable federal and state laws.

VERIFICATION UPON TERMINATION

Upon termination of the relationship between **All City Real Estate** and a **sponsored license holder**, the sponsored license holder must confirm that **All City Real Estate** has complete copies of all Records related to their real estate activities conducted under the brokerage.

Sponsored license holders are responsible for submitting within two calendar days of termination, any outstanding Records in their possession.
No outstanding commission will be paid to the sponsored license holder until all required Records have been received and verified by All City Real Estate.

TRUST ACCOUNTS POLICY

DEFINITION

A trust account refers to any escrow, custodial, property management, or other account in which All City Real Estate holds funds on behalf of another person.

Trust funds include any money received or held by All City Real Estate or a sponsored license holder on behalf of a client, customer, or third party in connection with a real estate transaction or service.

ACCOUNT MAINTENANCE

Only All City Real Estate is authorized to establish and maintain a trust account.

Any trust funds received by a sponsored license holder must be promptly delivered and deposited into All City Real Estate's trust account.

Funds may only be deposited into or withdrawn from the trust account by All City Real Estate or by individuals who have been granted written authorization by the brokerage.

INSURED ACCOUNTS

All City Real Estate may maintain multiple trust accounts as needed for business operations. All trust accounts will be held at financial institutions that provide deposit insurance, such as the **Federal Deposit Insurance Corporation (FDIC)** or the **National Credit Union Administration (NCUA)**, to ensure the protection of client funds.

NO COMMINGLING

All City Real Estate will not deposit or maintain any funds in a trust account other than trust funds held on behalf of clients or third parties.

An exception is permitted for the deposit of a reasonable amount of brokerage funds solely for the purpose of covering bank service charges or fees, provided that a detailed record is maintained documenting both the deposit and the payment of such fees.

CONVERSION TO COMMISSION

When trust funds become earned commission, such as upon the successful closing of a transaction or another triggering event, the funds must be transferred out of the trust account and into the appropriate brokerage operating account within thirty (30) days of that event.

This ensures compliance with trust accounting regulations and proper financial recordkeeping.

ACCOUNTING OR REMITTANCE OF TRUST FUNDS

Upon request by any party to a transaction (Principal), a sponsored license holder must ensure that All City Real Estate properly accounts for or remits any trust funds held on behalf of that party within thirty (30) days of the request.

A separate and accurate accounting must be maintained for each person and each transaction for which trust funds are held.

RECORDS MAINTENANCE

All City Real Estate will maintain complete and accurate records of all deposits, withdrawals, and other activities related to its trust accounts for a minimum of four (4) years, in compliance with TREC rules and applicable law.

These records must be readily accessible for review, audit, or regulatory inspection.

TRUST ACCOUNTS PROCEDURE

Only All City Real Estate and individuals who have been granted written authorization by the brokerage may perform any actions related to the trust account.

Authorized actions include, but are not limited to:

(a) Creation and establishment of a trust account;

(b) Deposit of funds into the trust account;

(c) Withdrawal of funds from the trust account;

(d) Assignment or transfer of any interest in the trust account;

(e) Recording of transactions related to the trust account;

(f) Reconciliation of trust account balances;

(g) Designation of any client or third party as having a right to the proceeds of the trust account.

PROMPT DEPOSIT

Trust funds received by All City Real Estate or a sponsored license holder must be promptly handled as follows:

Deposited into All City Real Estate's trust account, or

Delivered to an escrow agent designated in writing by the client.

If trust funds are required to be deposited into All City Real Estate's trust account, the deposit must be made no later than the close of business on the second (2nd) working day after receipt of the funds by either the brokerage or the sponsored license holder.

NOTIFICATION OF ACTIVITY

Each time an action affects a client's or third party's **trust account balance**, **All City Real Estate** will provide **written notification** to the affected party detailing the nature of the activity.

This includes, but is not limited to, deposits, withdrawals, disbursements, or any other transaction impacting the account.

RECONCILIATION

Each individual client and third-party trust account balance will be reconciled monthly.

DISBURSEMENTS

Upon written request by any or all principals to a transaction, trust funds held in All City Real Estate's trust account must be disbursed within thirty (30) days, provided there is no dispute regarding entitlement to the funds.
In the event of a disagreement between All City Real Estate, a sponsored license holder, or the parties to the transaction regarding disbursement, the brokerage may initiate an interpleader action by depositing the funds into the registry of a court and seeking a court order to determine proper distribution.

ALL CITY TRANSACTION POLICY

All transaction documents must be uploaded and approved by compliance through WorkSpace, All City Real Estate's transaction management system.

DEFINITIONS: UPLOADED VS. SUBMITTED

Understanding the difference between an uploaded and submitted transaction file is essential for maintaining compliance with All City Real Estate's transaction policies and for timely commission processing.

UPLOADED

"Uploaded" means that the sponsored license holder has:

- Created the transaction file in WorkSpace, and
- Begun uploading documents (such as the contract, listing agreement, or disclosures) to the transaction file.

At this stage, the file is not yet ready for review by the Compliance Team. No funding request has been submitted, and compliance review has not begun. Uploading is the first step in the transaction process, but it does not fulfill the submission requirement.

SUBMITTED

"Submitted" means that the sponsored license holder has:

- Uploaded all required documents for the transaction file, and
- Completed the Funding Request Form, and
- Formally submitted the file to the Compliance Team in WorkSpace for review.

Once submitted, the file enters the compliance workflow for review and CDA processing.

Important Note:

It is important to distinguish between uploading and submitting a transaction. A file that is only uploaded but not submitted will not be reviewed, and no commission will be disbursed until full submission is complete and approved.

PURPOSE

The All City Transaction policy establishes required timelines and procedures for buyer transactions and listing transaction submission, compliance, and commission processing for all **sponsored license holders** affiliated with **All City Real Estate.**

SCOPE

This policy applies to all sales transactions conducted under All City Real Estate, including sales listings, lease listings, buyer representation agreements, sales contracts, and any documentation associated with the transaction. All days referenced in the policy are **calendar days unless explicitly stated as “business days”**.

THE "10-4" TRANSACTION SUBMISSION RULE

All City Real Estate requires strict adherence to its **10-4 Submission Rule**, which applies to both the buy side and listing side transactions, once an executed sales contract is in place.

"10"

All executed contracts, addenda, and any required documents and notices for the transaction must be submitted to the brokerage within **10 days** of the execution date on the sales contract.

"4"

Sponsored license holders are required to submit the transaction's final closing disclosure for all sales transactions. The final closing disclosure (aka settlement statement, HUD-1, ALTA) must be uploaded to the transaction file in **WorkSpace no later than 4 days after the closing date**.

Failure to comply may result in commission processing delays, compliance holds, fines, or termination of sponsorship.

NEW LISTING TRANSACTION POLICY

THIS POLICY APPLIES TO BOTH LEASE LISTINGS AND SALE LISTINGS

The executed listing agreement and associated documents must be uploaded to WorkSpace as follows:

- The listing transaction must be created in WorkSpace, and the executed listing agreement **must be uploaded within two (2) days of the client's signature date or at the time the listing goes live in the MLS, whichever comes FIRST.** This ensures the brokerage has timely visibility into the property file, access to preliminary listing details, and the ability to properly associate the listing with the sponsored license holder.

Following the 10-4 policy ensures regulatory compliance, accurate recordkeeping, and timely commission processing.

LEASE AND REFERRAL TRANSACTIONS

Lease Listings
Sponsored license holders must adhere to the following timelines for all lease listing transactions:

- A transaction must be created in **WorkSpace**, and listing documents uploaded within:
  - Two (2) days of the listing agreement being signed, or
  - At the time the listing goes live in the MLS, whichever occurs first.

- The following documents must be uploaded within four (4) days of execution and submitted for invoicing:
  - Fully executed Lease Agreement
  - Co-Broker Invoice or Agreement Between Brokers for Residential Leases
  - W-9 form for the paying broker

LEASE – Tenant Transactions

For lease transactions representing the tenant, the following applies:

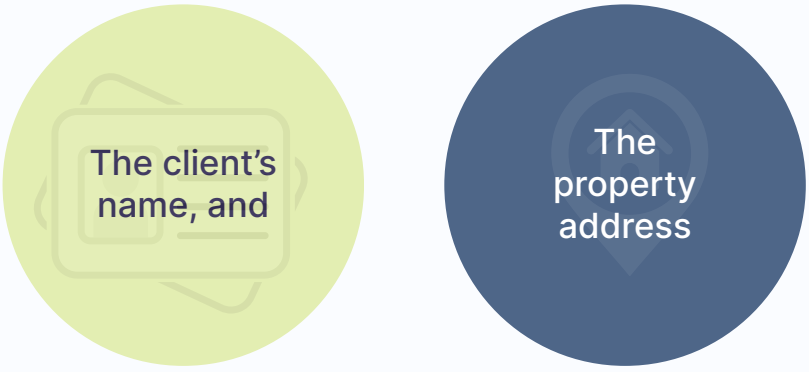
- The transaction must be created and submitted in WorkSpace after the lease acceptance date.
- The commission invoice will be issued upon review and approval of the submitted file.

Note: If working with an apartment complex or leasing entity that requires a 30-, 60-, or 90-day delay before commission is payable, the transaction must still be submitted once the invoice becomes payable.

REFERRALS – Outgoing

For outgoing referral transactions, the following is required:

- The transaction must be created in WorkSpace, and the executed referral agreement must be uploaded and submitted once the receiving agent provides the closing details.
- The transaction file should include:



- A commission invoice will be issued upon submission.

TRANSACTION FILE REQUIREMENTS

Each transaction file must include, as applicable:

- Fully executed contracts and addenda
- Listing or buyer representation agreements
- Commission instructions or referral agreements
- Disclosures (IABS, Consumer Protection Notice, MUD, PID, Seller's Disclosure, etc.)
- Closing disclosure (CD/ALTA/Settlement Statement)
- Amendments, terminations, or renewals

All documents must be uploaded through **WorkSpace**, All City Real Estate's transaction management system.

CLIENT COMMUNICATION RECORDS

Email, text messages, and other client communications are **not required** to be uploaded to the transaction file in **WorkSpace**. However, all **sponsored license holders** are required to **maintain complete records of all client communications for a minimum of four (4) years** in accordance with TREC recordkeeping rules.

Uploading communication records to WorkSpace is **optional** and left to the discretion of the sponsored license holder.

Please note: If All City Real Estate requests communication records related to a transaction, the sponsored license holder must provide the requested records **within three (3) days** of the request.

TERMINATED TRANSACTIONS

All terminated transactions must be properly documented and entered into WorkSpace, regardless of the reason for termination. Our compliance will close out all terminated transactions once the required documentation has been uploaded to WorkSpace.

Sponsored license holders are required to upload the following to the transaction file:

- A fully executed Notice of Termination, and
- The Release of Earnest Money form (if applicable).

This documentation allows All City Real Estate's Compliance and Review Department to formally close out and archive the transaction in accordance with recordkeeping and regulatory requirements.

For any questions related to terminated transactions, please contact the Compliance Department at: **compliance@allcityagents.com**

COMMISSION DISBURSEMENT AUTHORIZATION (CDA)

A Commission Disbursement Authorization (CDA) will be issued only when:

1. The transaction file is complete and compliant in WorkSpace
2. All required documents have been reviewed and approved by the Compliance Team
3. The submission complies with this Transaction Policy
4. Once we have a complete and compliant transaction file, a CDA will be issued within three (3) business days.

Incomplete or late files will result in delayed payment or a hold on commissions.

VIOLATION FINES AND ENFORCEMENT

Failure to comply with the 10-4 Policy or Listing Transaction Policy may result in the following penalties:



$50 fine – For 10-4 rule violation or late submission of listing documents. Per transaction

$500 non-submission penalty – For failure to submit any transaction documents to the brokerage before closing.

This is a serious violation and may result in termination of sponsorship. Fines may be deducted from commissions or charged directly to the payment method on file if no commission is due.

SUPPORT AND QUESTIONS

For support or clarification related to transaction compliance or this policy, contact our compliance department:

All City Central Office:
866-277-6005

Compliance Support:
compliancel@allcityagents.com

ALL CITY

Real Estate

FIDUCIARY DUTY OF AGENTS POLICY

In any principal–agent relationship, a Sales Associate owes the client the highest fiduciary duty, which includes:

(a) Representing the client's interests above all others.

(b) Confidential treatment of all client information.

(c) Honest and fair business dealings with all parties.

(d) The highest duty of performance and loyalty.

(e) Reasonable care and diligence in all matters of representation.

(f) Proper accounting for all money and things of value received.

RELATIONSHIPS

Sales Associates may:

(a) Represent a client as a principal.

(b) Assist a customer with no agency relationship.

(c) Work with an unrepresented party, offering no advice or advocacy.

(d) Work with a party represented by another broker.=

Sales Associates must clearly explain their role to all parties and comply with all applicable disclosure requirements.

DISCLOSURE OF STATUS AS SALESPERSON OR BROKER

Sales Associates must disclose their license status in writing, either prior to or within any sales or lease contract, when participating in a real estate transaction involving:

(a) Themselves.

(b) A business entity in which they hold more than 10% ownership.

(c) A trust where they act as trustee or are a beneficiary.

(d) Their spouse, parent, or child, including when they are a trust beneficiary.

This disclosure requirement is in addition to the obligations under the **National Association of REALTORS® Code of Ethics** (Articles 4 and 5).

INTERMEDIARY RELATIONSHIPS OPTIONAL

Sponsoring Broker is not obligated to agree to act as an intermediary. Without an intermediary relationship, All City Real Estate cannot jointly represent both buyer and seller in the same transaction, as this would constitute prohibited dual agency.

AUTHORIZATION OF INTERMEDIARY RELATIONSHIPS

Sales Associates must consult with the Sponsoring Broker before offering intermediary services. All City Real Estate only permits intermediary relationships with appointments and does not permit intermediary without appointments.

LIMITATIONS OF INTERMEDIARY ACTIONS

When acting as an intermediary, Sponsoring Broker and Sales Associates may not:

(a) Disclose that the seller will accept a price lower than the asking price unless authorized in writing by the seller.

(b) Disclose that the buyer will pay more than the offer price unless authorized in writing by the buyer.

(c) Disclose confidential information about either party unless:
- (i) Authorized in writing by that party.
- (ii) Required by law, court order, or the Texas Real Estate License Act.
- (iii) The information materially relates to the condition of the property.

Intermediaries must treat all parties honestly and comply with the Texas Real Estate License Act.

APPOINTMENTS TO EXPAND INTERMEDIARY RELATIONSHIP

The Sponsoring Broker may appoint separate Sales Associates to provide opinions and advice to each party in an intermediary transaction. Written notice of such appointments, including the names of the appointed Sales Associates, must be given to both parties.

INTERMEDIARY WITHOUT APPOINTMENTS



All City Real Estate does not allow intermediary relationships without appointments.

CONFIDENTIALITY REQUIRED

All Sales Associates must maintain the confidentiality of client information. Only the appointed Sales Associate may provide opinions and advice to the party they are appointed to represent.

CITATIONS

This policy is intended to comply with the **Texas Real Estate Commission Canons of Professional Ethics and Conduct** under Chapter 531, including:

- **§531.2 Fidelity** – Duty to represent the client's interests and be faithful to the trust placed in the license holder.
- **§531.3 Integrity** – Obligation to act with honesty, prudence, and caution.
- **§531.4 Competency** – Duty to be informed, exercise judgment and skill, and be educated in the specific type of real estate being brokered.
- **§531.20 Information About Brokerage Services** – Requirement to provide the IABS Notice at the first substantive communication.

FIDUCIARY DUTY OF AGENTS PROCEDURE

VERIFICATION OF NO EXISTING REPRESENTATION

Before representing a party, the Sales Associate must confirm that the party is not currently represented under an existing exclusive agency agreement. A Sales Associate may not interfere in any way with an existing agency relationship or advise a party on how to terminate such a relationship.

EXPLAIN AGENCY CONCEPTS

When it appears likely that an agency relationship will be established, the Sales Associate must inform the prospective client of the following:

(a) The agency relationship will be a **special agency**. The Sales Associate cannot bind the client. The client must approve, in writing, all material terms and conditions of any transaction documents.

(b) The terms and conditions under which the Sales Associate expects to receive compensation.

(c) The date and, if applicable, the time when the agency relationship begins.

(d) The authority granted to the Sales Associate, including but not limited to:

(i) The creation and use of marketing, advertising, or promotional materials for the property.
(ii) Access to the property for the Sales Associate and other authorized individuals, including brokers, sales agents, inspectors, and the public.

(e) The terms and conditions under which confidential information may be disclosed to others.

(f) The efforts the Sales Associate will use to market or locate a property.

(g) The duty to disclose to the client information that could affect a buyer's or seller's decision.

(h) The duty to account for monies or other things of value received in the course of the representation.

Sales Associates must comply with the National Association of REALTORS® Code of Ethics, including Article 9, which requires that agreements be in writing whenever possible.

DISCLOSURE OF REPRESENTATION

Sales Associates must disclose who they represent at the first contact with another party or with a broker or sales agent representing a different party, including during open houses.

- The disclosure may be made orally or in writing.
- If the disclosure is made orally, it must be confirmed in writing in the contract, lease, or other written document no later than the time of execution.

INFORMATION ABOUT BROKERAGE SERVICES (IABS)

At the first substantive dialogue with a person about a specific property, the Sales Associate must provide and explain the **TREC Information About Brokerage Services (IABS)** notice.

(a) A "substantive dialogue" is defined as a meeting or written communication (including email, text, or other electronic communication) that goes beyond casual conversation and relates to a specific property. Conversations at an open house do not qualify as substantive dialogue.

(b) The Sales Associate must document the delivery of the IABS and attempt to obtain the recipient's signature. If the recipient refuses, the Sales Associate must note the refusal in writing, preferably on a copy of the IABS form.

PRESENTATION OF OFFERS

Sales Associates must present all offers to buy, sell, lease, or rent property as quickly as possible. Offers received after the client has accepted another offer must also be presented unless the client has agreed otherwise in writing.

BROKER PRICE OPINIONS / COMPARATIVE MARKET ANALYSES

When negotiating a listing, Sales Associates must prepare a Broker Price Opinion (BPO) or Comparative Market Analysis (CMA) for the client.

- A copy of any BPO or CMA must be retained by the sponsored license holder for a minimum of four years from the date the transaction closes.
- It must include the following statement:

> THIS IS A BROKER PRICE OPINION OR COMPARATIVE MARKET ANALYSIS AND SHOULD NOT BE CONSIDERED AN APPRAISAL. In making any decision that relies upon my work, you should know that I have not followed the guidelines for development of an appraisal or analysis contained in the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation.

DISCLOSURE TO PRINCIPALS

Sales Associates must promptly communicate to their clients all information known to them that could affect the client's decision to make, accept, or reject offers, or any other significant information relevant to the transaction.

DISCLOSURE TO BUYERS

Sales Associates must disclose, in writing, to potential buyers any known material defects in the property that would be a significant factor to a reasonable and prudent buyer in making a purchase decision.

DECISIONS TO TERMINATE REPRESENTATION

If a client requests, or the Sales Associate wishes, to terminate an agency relationship, the Sales Associate must first consult with the Sponsoring Broker. The Sponsoring Broker will determine the appropriate course of action, including whether to pursue compensation or reimbursement from the client.

ACTIONS UPON TERMINATION OF REPRESENTATION

When the agency relationship ends, the Sales Associate must immediately cease acting as the client's representative and:

(a) Stop all advertising related to the property.

(b) Remove all signage and lockboxes from the property.

(c) Remove all MLS listings for the property.

(d) Remove property information from any websites controlled by the Sales Associate or Sponsoring Broker.

(e) Cease all other communications in any form regarding the property.

CITATIONS

This section is intended to comply with the **Texas Real Estate Commission Canons of Professional Ethics and Conduct** under Chapter 531, including but not limited to:

- **§531.2 Fidelity** – Primary duty to represent the interests of the client, treat other parties fairly, and be faithful to the trust placed in the license holder.
- **§531.3 Integrity** – Obligation to exercise prudence, caution, and avoid misrepresentation by acts of commission or omission.
- **§531.4 Competency** – Duty to be informed, exercise judgment and skill, and be educated in the specific type of real estate being brokered.
- **§531.20 Information About Brokerage Services** – Requirement to provide the IABS Notice at the first substantive communication.

ALL CITY

Real Estate

FINAL STATEMENT

Compliance with the policies and procedures outlined in this manual is essential to uphold the laws, rules, and ethical standards that govern our industry. By following these guidelines, you help protect yourself, your clients, and All City Real Estate from unnecessary risk while ensuring that every transaction is handled with professionalism, integrity, and consistency.

This document is a living resource. It will be updated as promulgated contracts, state and federal regulations, and Texas Real Estate Commission (TREC) rules change. It will also evolve as we gain new insights and experiences as a company. For these reasons, all sponsored license holders must remain actively engaged and informed of updates to our policies.

If you have any questions or need clarification regarding our policies or procedures, please contact the **Central Office at 866-277-6005 or email admin@allcityagents.com.** Your commitment to understanding and applying these policies is a critical part of your success and our shared reputation as a brokerage.

The final step is to sign the Acknowledgment of Receipt and Understanding, confirming that you have received, read, and understand the policies and procedures set forth in this manual.

ACKNOWLEDGMENT OF RECEIPT AND UNDERSTANDING
All City Real Estate, Ltd. Co. – Policy & Procedure Manual

I acknowledge that I have received a copy of the **All City Real Estate Policy & Procedure Manual**. I understand that it is my responsibility to read, become familiar with, and comply with the policies and procedures contained within this manual, as well as any updates communicated by All City Real Estate.

I understand that this manual is subject to change at any time to remain compliant with applicable laws, regulations, and the Texas Real Estate Commission (TREC) rules, and to reflect the operational needs of the brokerage. I further understand that it is my responsibility to stay informed of such changes by reviewing updated policies when issued by All City Real Estate.

I acknowledge that failure to comply with the policies and procedures in this manual may result in disciplinary action, fines, up to and including termination of my sponsorship with All City Real Estate, Ltd. Co.

If I have any questions regarding the contents of this manual, I will contact the Central Office at 866-277-6005 or admin@allcityagents.com for clarification.

Agent Name: _____

License Number: _____

License Expiration: _____

Agent Signature: _____

Date: _____

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NOTES:

allcityrealestate.com

866-277-6005

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