



## **Administrative Procedures Manual**

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## **Section I**

### **Administrative/Management**

**1. Qualifications/Duties of Officers.** The officers of the Association shall be President, President-Elect, Vice President, Secretary, and Treasurer. All officers must be Directors, with the exception of the Secretary. In the event the Secretary is the Chief Executive Officer (“CEO”) of the Association, the Secretary shall have no vote on Association matters. Officers have no authority to speak or act on behalf of the Board of Directors other than the authority specifically granted in the Bylaws, by resolution of the Board of Directors, or this Policies and Procedures Manual (this “Manual”).

**a. President.** The President of the Board is the highest elected official of the corporation. The President reports to the Board of Directors and membership. The President automatically assumes the position of Immediate Past President upon the conclusion of the term of the incumbent Immediate Past President.

- 1) **Responsibilities:** The President has the following responsibilities:
  - 1) Responsible for ensuring that the members of the Board of Directors are aware of and fulfill their governance responsibilities, comply with applicable laws and bylaws, conduct Board business effectively and efficiently, and are accountable for their performance.
  - 2) Presides at all meetings of the Board of Directors and Executive Committee. Serves as ex-officio member to all Association Committees.
  - 3) Presides over this Association’s Annual Membership Meeting.
  - 4) In Consultation with the CEO, prepares the agenda for meetings of the Board of Directors, Executive Committee, and Annual Membership Meeting.
  - 5) Sets forth annual objectives and goals of this Association for review and discussion with the CEO.
  - 6) Works with the CEO to keep the Board of Directors and all committees informed on the affairs and operations of this Association.
  - 7) Selects the chairs and members for all Association committees and task forces. Outlines charges for the committees for Board approval and monitors their progress.
  - 8) Follows the procedures outlined in the Bylaws when conducting meetings.
  - 9) Works with the Board of Directors in formulating policies and programs that will further the objectives and goals of this Association.
  - 10) In conjunction with the Executive Committee, conducts an annual review of the CEO’s performance consistent with the goals, objectives and policies established by the Board of Directors.
  - 11) May act as this Association’s spokesperson to the public, press, legislative bodies, or other related organizations.

- 12) In cooperation with the Treasurer, monitors Association expenditures to assure compliance with the annual budget.
- 13) Meets as appropriate with chairpersons of all other association subsidiaries, foundations, and affiliates to monitor progress and adherence to financial objectives.
- 14) Appoints, subject to Board of Directors approval, representatives to other organizations.
- 15) Brings to the attention of the full Board of Directors reported violations of ethical standards of a Director.
- 16) Promotes active participation of the membership.
- 17) Reports the activities of this Association to the members by newsletter or other regularly issued publication.
- 18) Presents a “state of the Association” report to the membership as the President deems appropriate.
- 19) Identifies and recruits potential leaders.
- 20) Promotes membership growth by recruiting perspective members.
- 21) Represents this Association at local, state, and national REALTOR® Association meetings.

2) **Accountability.** The President is accountable to the Board of Directors and Members as specified in the Bylaws.

3) **Community Relations.** The President ensures that the organization maintains positive and productive relationship with media, sponsors, and other organizations. In this capacity, the President serves as the primary spokesperson for this Association. Duties may include: (i) representing the organization on governmental or non-governmental organizations and committees and (ii) timely and appropriate reporting of Board of Directors’ decisions and actions to Members and sponsors.

4) **Delegation.** As provided in the Bylaws and depending on the needs of this Association, the President may assign duties to committees and task forces with approval of the Board of Directors.

**b. President-Elect.** Assumes the presidency upon the conclusion of the term of the incumbent President. This position is generally regarded as an orientation for future succession to the office of president. The President-Elect has no authority to speak or act on behalf of the Board of Directors other than the authority specifically granted in the Bylaws, this Manual, or by resolution of the Board of Directors. The President-Elect reports to the President and Board of Directors. The President-Elect shall have the following responsibilities:

- 1) Serves as ex-officio member to all Association committees and has no voting rights.
- 2) Serves as a member of the Executive Committee.
- 3) Assists the President in the performance of his/her duties.
- 4) Promotes all the objectives of this Association.
- 5) Attends special or ad hoc meetings as directed by the President.
- 6) Represents this Association before other associations or

organizations as requested by the President, in the absence of the President and Vice-President.

- 7) Represents this Association at local, state, and national meetings as per Section V. Finance, Item 8, Travel Allowance, unless otherwise directed by the Board of Directors.

**c. Vice President.** Assumes President-elect upon the conclusion of the term of the incumbent President-elect or in the event the President-elect resigns or is unable to serve. Assists the President in carrying out the functions of the office and performs specific duties as requested by the President. The Vice President reports to the President and Board of Directors. The Vice-President shall have the following responsibilities:

- 1) Serves as a member of the Executive Committee.
- 2) Assists the President in the performance of his/her duties.
- 3) Promotes all the objectives of this Association.
- 4) Attends special or ad hoc meetings as directed by the President.
- 5) Serves as ex-officio member to all Association committees and has no voting rights.
- 6) Represents this Association before other associations or organizations in the absence of the President.
- 7) Represents this Association at local, state, and national meetings as outlined in Section V. Finance, Item 8, Travel Allowance, unless otherwise directed by the Board of Directors.

**d. Immediate Past President.** The Immediate Past President reports to the President and Board of Directors.

1) **Responsibilities:**

- 1) Is a member of the Executive Committee.
- 2) Serves as ex-officio member to all Association committees and has no voting rights on committees.

**e. Secretary.** Unless there is no CEO, at which time the Secretary shall be appointed by the President and approved by the Board of Directors, it shall be the particular duty of the CEO to serve as the corporate Secretary of the Board of Directors, to keep the records of this Association, and to execute all necessary correspondence with the National Association of REALTORS® (“NAR”) and Florida Realtors® (“FR”). The Secretary reports to the President and Board of Directors.

**f. Treasurer.** The Treasurer provides oversight of the financial aspects of this Association and ensures that the Finance Committee and Board of Directors receive monthly and annual financial statements and reports. The Treasurer reports to the President, the Executive Committee, and the Board of Directors. The Treasurer shall hold a Director seat on the Florida Realtors® Board of Directors if a seat is available. The Treasurer shall have the following responsibilities:

- 1) Serves as a member of the Executive Committee
- 2) Assists the President in the performance of his/her duties.

- 3) Promotes all the objectives of the Association.
- 4) Attends special or ad hoc meetings as directed by the President.
- 5) Represents this Association at local, state, and national meetings as outlined in Section V. Finance, Item 8, Travel Allowance, unless otherwise directed by the Board of Directors.
- 6) Presents the proposed annual budget for the upcoming year to the Board of Directors, for review and approval.
- 7) Shall have immediate access to all financial accounts of this Association, including logins of digitally accessible accounts, and reports to the Board of Directors and the Executive Committee monthly the balances of all accounts.
- 8) Further duties may be outlined in the Finance section of this Manual.

1) **Qualifications.**

- 1) Serve as a Director on the Board of Directors or Chairperson or member of Finance Committee for at least one (1) year prior to election.
- 2) Serve no less than one year on the Finance Committee prior to serving as Treasurer.

2) **Assistant Treasurer.**

- 1) There shall be an Assistant Treasurer who reports to the Treasurer and assists the Treasurer in the execution of his or her responsibilities.
- 2) The Assistant Treasurer shall serve as Co-Chair of the Finance Committee.
- 3) The Assistant Treasurer shall be appointed by the Treasurer and approved by the Board of Directors.

**2. Qualifications/Duties of Directors.**

**a. Description of the Office of Director.**

- 1) The Board of Directors is responsible for making policy decisions that govern this Association within the Bylaws and this Manual. Among other duties, the Directors have the responsibility to approve the Association's annual budget, establish membership dues, determine local policy positions as they pertain to the real estate industry, approve governing policies of the Association, authorize the Association's entry into contractual agreements that exceed \$10,000, enact necessary amendments to the Bylaws and attend all Association meetings.
- 2) Directors shall have the oversight of the corporation's ordinary course of business within the scope the Bylaws, governing laws, and statutes.

**b. Good Faith Effort Required.** Directors have a fiduciary relationship toward the corporation and are required to use the utmost good faith in the exercise of their authority.

**c. Represent Association Interests.** Directors shall represent all Members of this Association, not just those Members in their respective Districts.

**d. Confidentiality Required and Conflict of Interest Disclosure.** Directors shall maintain confidentiality of all matters that could affect this Association's competitive position. Directors shall not profit to the detriment of this Association and shall fully disclose any conflicts of interest.

**e. Duties of Directors.**

- 1) Attend Board of Directors meetings.
- 2) Attend and promote the Association's programs, events, and activities, that the Board of Directors may schedule annually.

**f. Minimum Requirements for Directors.**

- 1) Must be a REALTOR® Member of this Association, in good standing, for at least the immediate past three (3) years prior to election.
- 2) Serve on at least two (2) Committees of this Association in the immediate past five (5) years.
- 3) Give time, talent, and financial support to RPAC.

**3. Duties of Committee Work Groups, Task Forces, and Societies Chairs.**

- a.** Organize the committee and schedule regular meetings as necessary.
- b.** Keep the Association office advised of activities and roster changes.
- c.** Prepare the agenda.
- d.** File meeting reports with the CEO.
- e.** All meetings shall be held in the Association office and scheduled with the CEO or the CEO's designee, unless otherwise approved by the committee chair.
- f.** Reports to the Board of Directors as needed.

**4. Committees, Work Groups, Task Forces, and Societies.** Unless otherwise stated in the Bylaws committees, **work groups**, task forces, and **societies** shall be approved **and appointed** by the President.

**a. Awards Task Force.** The Realtor® of the Year, Rookie of the Year, and the Affiliate of the Year shall be awarded annually, if there are qualified members for consideration. The recipients of the above awards will be selected by a panel comprised of the current RALSC Board President, the RALSC Immediate Past President, the CEO, the past winner of the Realtor® of the Year award if they are still an active member in good standing of RALSC, and two (2) members of RALSC in good standing who are appointed by the President. The current Board President, in consultation with the CEO, will designate when the awards are to be presented. Criteria for qualification of all three awards will be determined by the panel indicated above with the following exception – In addition to those qualifying using the panels criteria, all members



qualifying for membership in the RALSC Honor Society will automatically be accepted for consideration for the Realtor® of the Year honor in that year. **This panel reviews the Member Recognition Service for members, as well as plans and organizes the annual Awards Ceremony.**

**b. Screening Task Force.** The Screening Task Force will screen candidates running for County and State Elections only, with the exception of Sheriff. Screening will be held in two locations: Lake and Sumter Counties. Each committee will have a chair and members. The committee chair must hold Realtor® Membership. The Chair will select no more than six (6) Realtor® Members from the area within their assigned county. Task Force Members must be unbiased and cannot be running for an elective office within the calendar year being screened by the Task Force. Task Force Members cannot be actively campaigning for a candidate that will be screened by the committee. The chair and members of the Task Force should be RPAC Contributors. Whenever possible, candidate screening shall be used to determine the candidates who will best support Realtor® issues and the interests of the public.

**c. Credentials Task Force.** The Credentials Task Force Members should be from various locations within Lake and Sumter Counties whenever possible. The President, President-Elect, Vice President, and CEO shall not attend Credential Committee meetings.

**d. Building Asset and Maintenance Task Force.** The Building Asset and Maintenance Task Force meeting shall be held within the first 30 days of each calendar year and there shall be one follow-up meeting within that physical year, at which times the Building Asset and Maintenance Task Force shall inspect all Association buildings and report its findings to the CEO within seven (7) days after each meeting of the Task Force. During the Task Force's inspections, it shall complete the checklist attached to this Administrative Procedures Manual as Exhibit "C" and provide said completed checklist to the CEO within seven (7) days after each inspection. All out-of-service or non-useable items will either be sold or donated and will be removed from inventory. Place new items into inventory with serial numbers recorded when they are placed into service. At least one (1) member of the Building Asset and Maintenance Task Force shall be a voluntary licensed home inspector.

**e. Finance Committee.** The Finance Committee provides financial oversight and audit recommendations to the CEO and Board of Directors, including budget and financial investment planning, as well as develops and monitors the annual budget, reviews the annual audit and sends it to the Board of Directors for approval, and creates, approves, and updates (as necessary) policies that help ensure the assets of the organization are protected. The Assistant Treasurer shall serve as Co-Chair of the Finance Committee.

**f. Executive Committee.** Unless otherwise stated in the Bylaws, the Executive Committee will consist of the President, President-Elect, Vice President, Treasurer, and Immediate Past President. Should the Board of Directors fail to convene after two (2) consecutive duly noticed meetings, regular or special, for failing to satisfy the requisite quorum, as set forth by the Bylaws, the Executive Committee may convene and, on its unanimous approval, take such necessary actions on behalf of the Association in lieu of the approval and authority of the Board of Directors, as long as such actions by the Executive Committee are within the authority granted to the Board of Directors, as established by the Bylaws and other governing documents of the Association, including

this Administrative Procedures Manual. However, in the event of a conflict between this Administrative Procedures Manual and the Bylaws, the provisions of the Bylaws shall control. The Executive Committee *may not* take any action on behalf of the Association, which such actions are outside the authority or purview of the Board of Directors or Executive Committee as set forth in this Administrative Procedures Manual, the Bylaws, or other governing documents of the Association or applicable law. Any actions taken by the Executive Committee on behalf of the Association must be reported with specificity to the Board of Directors at such regular or special meeting that immediately follows said action, and the Board of Directors must vote to either ratify or overturn the actions of the Executive Committee.

**g. Bylaws and Administrative Procedures Manual Committee.** Makes policy recommendations to the Board of Directors regarding the Bylaws and Administrative Procedures Manual.

**h. Public Policy Committee.** This Committee Makes recommendations to the Board of Directors to advocate for local issues that impact RALSC and the surrounding communities. Direct involvement with various city councils, school boards, county commissioners, and elected officials. Provide critical candidate screening initiatives.

**i. REALTOR Political Action Work Group.** Create events and opportunities that encourage both members and brokers to actively invest in RPAC. Coordinate RPAC events and fundraising goals.

**j. Grievance Committee.** The Grievance Committee's function is to review the ethics complaints that are provided to it at a meeting called by the Committee chair to consider the following:

- 1) Review accuracy of the complaint form.
- 2) Are all necessary parties named in the complaint?
- 3) Was the complaint filed with the Association within 180 days after the facts could have been known or from the date of closing in a request for Mediation/ Arbitration?
- 4) Is the respondent named in the complaint a member of the Association, and was the respondent a member of any Association at the time of the alleged offense?
- 5) Is there litigation or any government agency investigation or action pending related to the same transaction?
- 6) Are the proper Articles of the Code of Ethics identified?

**k. Professional Standards Committee.** This Committee provides the checks and balances to protect members and evaluate potential Code violations. To serve on the panel, you will be required to understand the Code of Ethics and be able to follow notice procedures, be able to grasp standards of proof, and maintain complete confidentiality.

**l. Young Professionals Network (YPN) Society.** This Society promotes

activities, programs, services, and products that assist the real estate members in performing their daily duties, such as education and social events. The Society is made up of real estate professional members and has **no age** restrictions.

**m. Global Society.** This Society suggests professional level education programs, seminars, and courses to the Professional Development Workgroup which will keep members current on vital issues pertaining to global real estate. The purpose of the **Society** is to monitor trends, research business opportunities and recommend action to the Board of Directors on matters that affect global real estate.

**n. Professional Development (Education) Work Group.** This Workgroup provides feedback on the types of education courses that are beneficial to members. Works with the CEO and Professional Development Coordinator to review the education platform. Workgroup members have first choice to monitor the courses on behalf of the Association. Duties include, but are not limited to, introduction of the instructor(s), monitor students arriving and leaving the training room in accordance with the DBPR and/ or Florida REALTORS requirements for C.E. Credit, and submits all the course documentation to the liaison at the end of each course when necessary.

**o. Community (REALTOR®) Awareness Work Group.** This Workgroup promotes the REALTORS® image throughout the community. The committee is funded to fulfill their mission. (i.e., advertising on social media platforms and other venues).

**p. Diversity and Inclusion Society.** Identify and examine current practices regarding fair housing policies and inclusion. Strategize and develop new and innovative ways to promote homeownership for the public and create a safer and more inclusive environment for REALTORS® and consumers.

**q. Investment Task Force.** Focuses on evaluating and recommending to the Finance committee opportunities to strengthen the Association's financial position through strategic investments.

## **5. Board Of Directors Meetings.**

**a.** The meetings of the Board of Directors shall be held at such times and locations in accordance with the bylaws.

**b.** Use of electronic devices during the Board of Directors meeting for communications or performing any activities unrelated to the business at hand is prohibited.

**c.** Attendance at a Board of Directors meeting shall constitute presence at the beginning and participation for no less than forty-five (45) minutes before, unless excused with the prior approval of the official presiding over the meeting.

**d.** RALSC Members who are not on the Board of Directors may attend meetings of the Board of Directors via telephone or video conference so long as they are not driving while

attending.

e. Executive Session\* recommend Bylaws section on whether Executive Session should be recorded.

## **6. Communication.**

- a) **Correspondence.** No member is authorized to generate written material on behalf of RALSC without approval of the Board of Directors. All RALSC written/published materials shall originate only from the Association office. Association stationary use is limited to Association staff as authorized by the CEO and Board of Directors.
- b) **Media.** The CEO shall be the official spokesperson for this Association regardless of the medium. In the absence of the CEO, the President or the next highest-ranking officer shall assume that responsibility. No unauthorized Officer, Director, or Member shall represent themselves to be speaking for or on behalf of the Association. The unauthorized use of media, inclusive of social media, in which a Member or any other person purports to be acting on behalf of RALSC is a potential source of liability for the Association. In addition to the provisions contained in this Section, the use of any form of the Association's name on or in any social media post, photograph, comment, or otherwise without the express prior authorization of the Board of Directors may subject the offender to discipline, including but not limited to, fines, probation, suspension, or expulsion from membership and civil penalties. The Association will enforce this rule as necessary to maintain the integrity of the Association and its membership, as well as to mitigate the potential for liability.

**7. REALTOR® Emeritus Criteria.** REALTOR® Emeritus Members shall be any REALTOR® Member of this Association who has:

- a. Maintained a minimum of Twenty-five (25) consecutive years of Membership in Good Standing with RALSC.
- b. Rendered outstanding Association and/or Community Service throughout the Twenty-five (25) years of membership.

RALSC will pay all REALTOR® Association dues on the Member's behalf. Nominations for the REALTOR® Emeritus Award must be made in writing and submitted to the CEO no later than August 1st each year. The CEO will review and forward the nominations to the Executive Committee for consideration. Only one individual may receive the award any given year. The President will submit a recommendation to the Board of Directors on behalf of the Executive Committee for approval. The REALTOR® Emeritus Award shall be presented at this Association's Annual Meeting.

**8. No Shows or Cancellation of Reservations.** Any individual that cancels a registration made on their behalf by the Association for attendance at a convention, meeting, seminar, or event

will be required to reimburse the Association for any expenses incurred on their behalf. Unless otherwise stated, reservations for any RALSC sponsored events or courses must be cancelled in writing at least 4 business days prior to the event/course. No-Shows or Individuals that cancel the event/course within the 4 business days will be billed for the posted cost of said event/course. No refunds will be given for cancellations that do not meet this policy.

**9. Employment Policies.** RALSC shall not employ any person who holds an active Real Estate license.

**10. Policy on the Process for Determining CEO Compensation.** The policy on the process for determining compensation of the Chief Executive Officer includes all of these elements: (1) review and approval by the Board of Directors; (2) use of data as to comparable compensation; and (3) contemporaneous documentation and record keeping.

**a.** Review and approval. The compensation of the person is reviewed by the Executive Committee, and submitted for approval to the Board of Directors, provided that persons with conflicts of interest with respect to the compensation arrangement at issue are not involved in this review and approval.

**b.** Use of data as to comparable compensation. The compensation of the person is reviewed and approved using data as to comparable compensation for similarly qualified persons in functionally comparable positions at similarly situated organizations.

**c.** Contemporaneous documentation and record keeping. There is contemporaneous documentation and record keeping with respect to the deliberations and decisions regarding the compensation arrangement.

**11. Lockboxes and Keys.**

**a. Requirements:** The Lockbox is a membership service of RALSC. Every Realtor® and Secondary member, sales licensee and licensed or certified appraiser affiliated with a Realtor® shall be eligible to hold a key subject to their execution of a lease agreement with the Association. This written agreement shall spell out the key holder's responsibilities. Affiliate members who are Home Inspectors, Pest Control operators, or A Handyman/specialists, are also eligible to hold a key subject to their execution of lease agreement (signed by the principal, partner or corporate officer of the key holder's firm) with the Association. This written agreement shall spell out the key holder's responsibilities and must be signed by the key holder and by a principal or corporate officer of the key holder's firm.

Keys may not be used under any circumstances by any other than the key holder. RALSC and Supra Corporation will comply with the minimum-Security Measures for Common Lockbox systems as amended and approved by the National Association of REALTORS.

A lockbox is a container affixed to a property containing a device to gain access to the property being marketed by the participant. Key holders are authorized under certain conditions to open a keybox and gain access to a listed property, only under the terms specified by the listing broker. Cooperating brokers and licensees, whether functioning as agents of the listing broker or as agents

of potential purchasers must contact the listing broker to disclose their agency status and to arrange appointments to show listed property, even if the property has a lockbox affixed to it, unless the listing broker has given specific permission (through information published in the **Stellar MLS** or otherwise) to show the property without first contacting the listing broker.

**b. Electronic Key Codes.** A secret code is given to the Participant at the time of purchase. The code should not be attached to the keycard or given to other MLS Participants or Non-members of RALSC.

**c. Reinstatement Fee.** To be determined by the CEO.

**12. Office Hours.** The RALSC office will be open Monday through Friday, 8:00 A.M. - 5:00 P.M.

**13. Volunteer/Staff Standard of Conduct & Sexual Harassment Policy.** The members, directors, officers, and staff must work together effectively as a team to accomplish the Association's goals. Such joint efforts are enhanced by an environment of courtesy and mutual respect. Offensive behavior not only impedes the effectiveness of the joint efforts but can also create exposure to legal liability. RALSC fully supports the rights and opportunities of all its directors, officers, committee members and employees to work in an environment free from discrimination, threats, violence, harassment, insults, bullying, disparagement, shaming, mocking, disrespect, intimidation, hostility, degradation, humiliation, unprofessionalism, offense, and without subjugation to sexual harassment. Members, directors, officers, and staff must treat others (including, but not limited to RALSC members, Directors, Officers, affiliates, and business partners) with dignity and respect, regardless of role, position, or status. Members, directors, officers, and staff should consider the needs and perspectives of others and how their words and actions might be received.

Harassment can range from extreme forms such as violence, threats, or physical touching to less obvious actions like ridiculing, teasing, or repeatedly bothering colleagues or refusing to talk to them.

For example, harassment may include the following types of conduct:

- Derogatory or insensitive jokes, pranks, or comments;
- Slurs or epithets;
- Unwelcome sexual advances or invitations;
- Non-verbal behavior such as staring, leering, or gestures;
- Ridiculing or demeaning comments;
- Innuendos or veiled threats;
- Intentionally excluding someone from normal RALSC-related conversations and making them feel unwelcome;
- Displaying or sharing (1) offensive images such as posters, videos, photos, cartoons, screensavers, emails, or drawings that are derogatory or sexual, or (2) symbols of hate directed at race, religion, or other protected categories;

- Offensive comments about appearance, or other personal, financial, or physical characteristics, such as sexually charged comments or comments on someone's physical disability;
- Unnecessary or unwanted bodily contact such as groping or massaging, blocking normal movement, or physically interfering with the work of another individual; or
- Threats or demands that a person submit to sexual requests as a condition of continued service as a member, director, or officer of RALSC or to avoid some other loss, and offers of service-related benefits in return for sexual favors.

This list of examples is not exhaustive, and there may be other behaviors that constitute unacceptable harassment under this policy. Appropriate disciplinary action will be taken against any staff, director, officer, or member who engages in such conduct.

Members, directors, officers, and staff shall not engage in sexual harassment, or conduct themselves in a way that could be construed as such. Sexual harassment does not include occasional compliments or voluntary relationships between members and staff.

Sexual harassment may be overt or subtle. It includes behavior that is not welcome, that is personally offensive, that fails to respect the rights of others, that lowers morale and that, therefore, interferes with the effectiveness of our work. Sexual harassment may take different forms. One specific form is a demand for sexual favors. Other forms of harassment include: (i) Verbal: Sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, and threats; (ii) Non-Verbal: Sexually suggestive objects or pictures, graphic commentaries by any electronic means or suggestive or insulting sounds, leering, whistling, obscene gestures; and (iii) Physical: Unwanted physical contact, including touching, pinching, brushing the body, coerced sexual intercourse, assault.

Whatever form it takes -- verbal, non-verbal or physical -- sexual harassment is insulting and demeaning to the recipient and cannot be tolerated. Sexual harassment of any member or staff by any member or staff will not be tolerated. All staff and members will be expected to behave accordingly and take appropriate measures to ensure that such conduct does not occur. Appropriate disciplinary action will be taken against any staff, director, officer, or member who engages in sexual harassment.

Any director who believes he or she has been the subject of harassment or otherwise improper conduct as set forth herein should report the alleged act immediately to the President. If the complaint involves the President, the complaint should be brought to the attention of both the CEO and the Vice President. Any Committee member who believes he or she has been the subject of sexual harassment should report the alleged act immediately to the chairperson or vice chairperson of the committee. If the complaint involves the chairperson or vice chairperson, the complaint should be brought to the attention of the CEO. Staff should follow the complaint procedures set forth in the Association's Employee Manual.

#### **14. Conflict Of Interest Policy.**

**a. Definition of conflicts of interest.** A conflict of interest arises when a person in a position of authority over this Association may benefit financially from a decision he or she could make in that capacity, including indirect benefits such as to family members or businesses with which the person is closely associated. This policy is focused upon material financial interest of, or benefit to, such persons.

**b. Individuals covered.** Persons covered by this policy are this Association's Officers, Directors, and CEO.

**c. Facilitation of disclosure.** Persons covered by this policy will disclose and update, at least annually, to the President of this Association their interests that could give rise to conflicts of interest, such as a list of family members, substantial business or investment holdings, and other transactions or affiliations with businesses and other organizations or those of family members.

**d. Procedures to manage conflicts.** For each interest disclosed, the President shall determine whether to: (i) take no action; (ii) assure full disclosure to the Board of Directors and other individuals covered by this policy; (iii) ask the person to recuse from participation in related discussions or decisions within this Association; or (iv) ask the person to resign or become subject to removal in accordance with this Association's removal procedures. The CEO shall monitor proposed or ongoing transactions for conflicts of interest and disclose them to the President in order to address potential or actual conflicts, whether discovered before or after the transaction has occurred.

#### **15. Whistleblower Policy.**

**a. Encouragement of reporting.** This Association encourages complaints, reports, or inquiries about illegal practices and serious violations of its policies, including illegal or improper conduct by this Association, its leadership, or others on its behalf. Appropriate subjects to raise under this Policy would include financial improprieties, ethical violations, and other similar illegal or improper practices, unless this Association has other procedures for addressing the complaint. This Policy is not intended to provide a means of appeal from outcomes in those other procedures.

**b. Where to report.** Complaints should be directed to the CEO or President. If both of these persons are implicated, the complaint should be directed to the Vice President, or alternatively to another member of the Board of Directors.

**c. Procedures for processing complaints.** Complaints must describe in detail specific facts that would demonstrate the alleged wrongdoing. The Executive Committee will conduct a prompt, discreet, and objective investigation and render a decision after consultation with counsel. While complaints may be made on a confidential or anonymous basis, this Association may be unable to fully evaluate a vague or general anonymous complaint.

**d. Prohibition from retaliation.** This Association prohibits retaliation for good faith complaints, reports, or inquiries under this Policy or for participation in a review or investigation



under this Policy. This Association reserves the right to discipline persons who make bad faith, knowingly false, or vexatious complaints, reports, or inquiries or who otherwise abuse this Policy.

## **16. Document Retention and Destruction Policy.**

**a. Rules.** This Association's staff, volunteers, members of the Board of Directors and outsiders (i.e., independent contractors via agreements with them) are required to honor these rules: (a) paper or electronic documents indicated under the terms for retention below will be transferred and maintained by the Human Resources, Legal or Administrative staffs/departments or their equivalents; (b) all other paper documents will be destroyed after three years; (c) all other electronic documents will be deleted from all individual computers, data bases, networks, and back-up storage after one year; and (d) no paper or electronic documents will be destroyed or deleted if pertinent to any ongoing or anticipated government investigation or proceeding or private litigation.

### **b. Terms for retention.**

1) Retain permanently: (i) Governance records - Charter and amendments, Bylaws, other organizational documents, governing board, and board committee minutes; (ii) Tax records - Filed state and federal tax returns/reports and supporting records, tax exemption determination letter and related correspondence, files related to tax audits; and (iii) Intellectual property records - Copyright and trademark registrations and samples of protected works, (iv) Professional Standards - Ethics records – Results of an Ethics Hearing should be retained permanently in a Member's file.

2) **Retain for seven years:** (i) Financial records - Audited financial statements, attorney contingent liability letters, bank statements.

3) **Retain for three years:** (i) Employee/employment records - Employee names, addresses, social security numbers, dates of birth, INS Form I-9, resume/application materials, job descriptions, dates of hire and termination/separation, evaluations, compensation information, promotions, transfers, disciplinary matters, time/payroll records, leave/comp time/FMLA, engagement and discharge correspondence, documentation of basis for independent contractor status (retain for all current employees and independent contractors and for three years after departure of each individual); (ii) Lease, insurance, and contract/license records - Software license agreements, vendor, hotel, and service agreements, independent contractor agreements, employment agreements, consultant agreements, and all other agreements (retain during the term of the agreement and for three years after the termination, expiration, non-renewal of each agreement).

4) **Retain for one year:** (i) All other electronic records, documents and files - Correspondence files, past budgets, publications, employee manuals/policies and procedures, survey information; (ii) Professional Standards - Ethics records – All records relative to the ethics file should be retained for one year after any discipline has been complied with absent a threat of litigation, except the results of an ethics hearing, which results should be retained permanently in a Member's file; and (iii) Professional Standards - Arbitration records - In arbitration cases, records should be retained for one year after the award has been paid absent a threat of litigation.

5) **Exceptions.** Exceptions to these rules and terms for retention may be granted only by the Organization's Chief Executive Officer or President of the Board.

**17. Logo.** The Association's logo is shown in Exhibit "D" and may only be used by members of RALSC to display membership in the Association. The design may not be altered in any way without written approval of RALSC. The logo may be printed in black and white. If colors are used, the colors must correspond exactly with the example below. Never alter, outline, combine or superimpose the logo with respect to other symbols or designs. The font used for the lettering must never be altered. Only this font may be used. This must be in capital letters only; however, it may be in any simple font. The logo may be reduced or enlarged proportionately; however, it may not be used as the primary logo and may not be more than 20% of the area on which it is placed. The RALSC reserves the right of approved usage of the logo. The logo shall be trademarked.

## **Section II**

### **Production Awards Rules and Procedures**

Each recipient must be a Realtor® Member in this Association during the production year.

#### **Criteria for Qualification:**

To qualify for the Million Dollar, Multi-Million Dollar, or the Lease Club Award, all sold, FSBO, Builder, Out of Area, or Leased transactions must be entered into Stellar MLS to be counted towards total production.

#### **1. Listed or Sold Transactions.**

- Transaction Types allowed to be claimed on the Application are all real estate transactions that are closed during the reporting year. Agents can claim both the Listing & Selling side of the transaction if they are the listing and selling agent, otherwise the agent would only claim the side of the transaction that belongs to them.
- Property sold or leased outside of the Association/MLS Market area (example: listing agents are with another Association/MLS Citrus, Hernando, etc.) would need to enter their sales into Stellar as a Sold Data Entry.  
Property sold or leased outside the Association/MLS Market area (example: listing agents are with another Association/MLS Citrus, Hernando etc.)

#### **2. Listed and/or Leased Residential or Commercial Properties.**

- Agents can claim both the Listed & Leased side of the transaction if they are the listing and leasing agent, otherwise the agent would only claim the side of the transaction that belongs to them. Leases are based on gross volume:
  - Example: An agent leases a Residential and/or Commercial Property for 1-year, gross lease at \$1,000/month. The gross lease volume for that year is \$12,000 therefore the agent would claim either the Listing, Selling or both sides depending if they hold one side or both sides of the transaction.

- The gross volume of the lease would be calculated by the number of years within the listing term.
  - Example: \$12,000 x 3-year term = \$36,000.
- Take note: Residential properties can only be leased for a period of one (1) year.
- Production Grand Total must be filled in.
- Residential Leases can only be used for either the Lease Awards or Million/Multi-Million Dollar Awards, they cannot be used in both awards categories. Commercial leases can only be claimed in the Million or Multi-Million Dollar Club.
- Each applicant (Broker and/or Agent) is responsible for the information submitted for an award.
- Any refusal to submit the required documentation will result in removal of the applicant from the production awards.

3. **Million Dollar Production.** The applicant must have either sold or leased a minimum of one (1) million dollars in real property during the calendar year.

4. **Multi-Million Dollar Production.** The applicant must have sold or leased a minimum of two (2) million dollars in real property during the award year.

Which Property Types Cannot Be Claimed On the Application?

- Manufactured Homes on Leased Land (within a park)
- Referral Fees
- Still actively listed property not closed or leased
- Listing side of a FSBO/Builder (only the selling side of a FSBO/Builder property can be claimed)

5. **Partners/Team Awards.** There can be a maximum of two (2) members per team. Both members must be entered in the listing/lease in the MLS at the time of closing or leasing the property/building. The Association does not have a separate award for teams, each individual must meet the production requirements stated within the Million & Multi-Million Dollar Award rules and procedures.

6. **Required Documentation for Listed and/or Sold Transaction that is not in the MLS System.** Individuals that wish to claim leased or sold property that is not within the Stellar MLS system (FSBO/Builder; Out of Area (property not within the MLS) or Lease Transaction need to enter all sales into Stellar MLS as sold data entry. Any sales not in Stellar MLS will not count towards agent total production.

7. **Lease Awards Club.** The Applicant must hold Realtor® membership in the Association during the production year. Application into REALTORS® Association of Lake & Sumter Counties, Inc. (RALSC) Lease Awards must be filed in proper format. Applications that are not filed properly will not be counted. All Applications must be delivered in person or by email (awards@ralsc.org) and received in the Association office by 5pm on the first business day in the New Year. The Agent name of the application will be as it appears on the award. Production total must be stated on the application and include all the required documentation. APPLICATION MUST BE RECEIVED BY: by 5pm on the first business day in the New Year. **\*\*NO APPLICATIONS WILL BE ACCEPTED AFTER THE POSTED DEADLINE.**

Platinum Level Production – The applicant must have leased a minimum of 100 units Residential or Commercial property during the calendar year.

Gold Level Production – The applicant must have leased a minimum of 50 units Residential or Commercial property during the calendar year.

- a. **Rules/Instructions.** Property types allowed to be claimed on the Application are all real estate lease transactions completed during the calendar year. Application must have the Unit Production Grand Total filled out. One (1) unit equals a leased property. Leases of less than 1 year will be counted for production. A MAXIMUM OF ONE UNIT OF CREDIT shall be per year per property address. Agent Awards Report printout must be attached to application for first time leases. If listing agent is also the leasing agent, individual may count both sides. All lease renewals will be required to provide the Association office the first and last page of the new lease agreement showing the new lease term of a minimum of 1 year and the signature of the lease.
8. **Award Distribution Procedure.**
- a. All sales must be entered into Stellar MLS: by 5pm on the first business day in the New Year
  - b. RALSC staff to deliver a list of award recipients to the Member Service Recognition Committee.
  - c. Members who qualify for an award will be emailed a link to download their digital award package.
    - i. Digital award package consists of logo to use in email signature, social media, etc. as well as a downloadable certificate.
  - d. Members who qualify for an award will also be emailed a link to a third-party site where they have the option to purchase an award at their own cost.
  - e. RALSC staff to handle all notifications to members.
  - f. RALSC may provide the list of award recipients to media outlets.

### **Section III Committee, Advisory Groups and Task Force Forms**

Refer to the Committee, Advisory Groups and Task Force Report Form and Committee, Advisory Groups and Task Force Proposed Action Form (refer to Exhibit A).

### **Section IV Conference Room Policy**

The Association Office facilities are primarily for the purpose of a headquarters at which the administrative functions of the Association can be performed, and at which Association functions, such as committee meetings, ethics and arbitration hearings and other meetings, can be performed. A second function of the Association office is to serve as a place in which the education of its members can be accomplished as an Association activity. In as much as these activities do not fully utilize the building, it is the intent of the Board of Directors to permit use of the conference

room to third parties. Refer to Exhibit B for the Rules for Rental of the RALSC Conference Room and the Lease Agreement.

## **Section V Finance**

1. **Accounting Procedures.** The Association operates on the accrual method of accounting.
  - a. **Standardized Monthly Reporting:** The following monthly financial statements and reports shall be provided to the Board of Directors.
    - Budget vs. Actual Profit and Loss Statement
    - Balance Sheet
    - Investment Accounts Report
    - RPAC Performance Report
  - b. **Standardized Annual Reporting:** Finance Director shall coordinate year-end reports and filings with the Association's Certified Public Accountant.
  - c. **Audit:** Annual Certified Audit in accordance with General Accepted Accounting Principles of the United States of America.
2. **Retention of Accounting Records.** Accounting records shall be maintained for seven (7) years.
3. **Bank Accounts.**
  - a. **Balances.** Bank account balances shall not exceed the FDIC limit.
  - b. **Authorized Bank Account Signatories.**
    - 1) Chief Executive Officer
    - 2) Treasurer
    - 3) President
    - 4) Vice-President
    - 5) President-Elect
  - c. **Termination and Changes of Accounts-** In order to terminate or make changes to Association accounts, at least three signatories of the five authorized signatories listed above are required.
  - d. **Multiple Signatures-** Any check, wire transfer, or credit line transfer that augments indebtedness exceeds \$5,000 shall be signed by at least two authorized signatories. Any check, wire transfer, or credit line transfer that augments indebtedness presented to a signatory by the CEO must be accompanied by Authorization Form (see Exhibit E). Invoices that exceed \$5,000 shall not be paid in multiples of \$5,000 or less unless partial payments are in order. No payment of an expense exceeding \$5,000 shall be split into smaller payments to circumvent the two (2) authorized signatures requirement.

4. **Returned Check Fee.** The prevailing bank fee will be charged as a service charge on all returned checks paid to RALSC. The payment for a returned check must be submitted by either cash, money order, or cashier's check.

5. **Solicitation.**

a. All solicitations of funds, endorsements of any kind, and financing of Board/Committee or Task Force projects, not specifically allocated for in the general budget, shall be submitted to the Board of Directors for approval prior to implementation.

b. No person who is a candidate for a local, state, or national government office shall use his/her affiliation with this Association for access to events, activities, or solicitation of endorsements from Members or staff, nor shall campaign materials or solicitation therefore be permitted within the Association's premises or offsite events.

6. **Allocation of Optional Donations.** The Board of Directors will allocate annually the optional donations collected from Members via dues billing to charitable organizations in Lake and Sumter Counties.

7. **Travel Allowances.** Travel allowances shall be established for the following:

a. **Chief Executive Officer**

- Florida Realtors® CEO Symposium, Mid-Winter Business Meetings, AE Education Workshop, Annual Convention, Great American Realtor® Days (GARD) & District 7 Annual Conference
- National Association of REALTORS® Mid-Year Legislative Meeting, Annual Leadership Summit, Annual Conference, Association Executive Institute
- Stellar MLS Meetings
- As directed by the Board

b. **Executive Committee Members**

- Florida Realtors® Mid-Winter Business Meetings & Annual Convention, District 7 Annual Conference, Great American Realtor® Days (GARD)
- National Association of REALTORS® Mid-Year Legislative Meeting & Annual Conference
- As directed by the Board

c. **President**

- As allowed by Section 7(b), as well as Stellar MLS Shareholders Meetings

d. **President-Elect**

- As allowed by Section 7(b), as well as Spokespersons Training and National Association

of REALTORS® Annual Leadership Summit

- e. **Vice-President**
    - As allowed by Section 7(b)
  - f. **Immediate Past President**
    - As allowed by Section 7(b)
  - g. **Treasurer**
    - As allowed by Section 7(b)
  - h. **Association Attorney**
    - Legal Meetings for Local Board Attorney
    - Florida Realtors Mid-Winter Business Meetings & Annual Convention
    - National Association of Realtors® Events
    - Legal Seminars and Training
    - As directed by the Board
  - i. **Public Policy Committee Chair**
    - Great American Realtor® Days (GARD)
    - National Association of REALTORS® Mid-Year Legislative Meeting
    - As directed by the Board
    - Shall provide a report of the conventions they attend to the Board of Directors at the Board of Directors' meeting immediately following said conventions.
  - j. **Committee Chairs**
    - As directed by the Board
  - k. **Staff**
    - As recommended by the CEO and directed by the Board
8. **Reimbursement Guidelines.** Only actual expenses will be reimbursed. Reimbursements will be as follows:
- a. The approved budgeted meals for the meeting(s). Member meal reimbursement to be \$130 per day including tip up to 20%.
  - b. Actual hotel cost for a single room. Hotel bill receipts must accompany expense report.
  - c. The most effective and efficient form of transportation to and from the facility where the meeting is located as determined by the Board.
  - d. **Per Diem, IRS allowance (no receipts required)**

- \$45.00 total per day (*first & last day 75% of per diem allowed*), plus incidentals (incidentals include all of day's tips) *per diem rates will be adjusted depending on location and time of travel*
- e. Mileage to and from meetings at IRS mileage rates.
  - f. Registration fees.
  - g. Tips for services, tolls and parking fees incurred, with receipts provided, if possible.
  - h. The Association shall NOT reimburse for alcoholic beverages.
  - i. The Association shall NOT reimburse for individual's entertainment expenses not related to the meeting(s).
  - j. Car rental will NOT be paid if the individual's hotel accommodation is within 3 miles of the facility where the meeting or convention is held.
  - k. In the event of a conflict as to whether an expense is reimbursable, the Board shall have the final decision-making authority.
  - l. Requests for reimbursement must be filed on Association-approved forms, with receipts attached where applicable, as soon as reasonably possible; however, under no circumstances after ninety (90) days from the date of the reimbursable event.

## **Section VI Membership**

1. **Membership Fees.** The Membership application, dues, and MLS LSC fees shall be as approved by the Board of Directors, as published in the membership applications online.
2. **Dues Billing.** Membership dues billing shall be invoiced no later than November 15th each year. Dues paid after December 31st will incur a reinstatement fee. Failure to submit payment for dues prior to the Florida Realtors deadline will result in termination of membership without any further action to be taken by the Association.
3. **Membership Dues Refunds.** Refunds of local Association dues shall not be made for any reason unless authorized by the CEO or the Board of Directors, for good cause shown.
4. **Application Fee Refunds.** There shall be no refunds of application fees for any reason.
5. **New Member Orientation.** Orientation training is mandatory unless waived by the Board of Directors.
6. **Events, Activities, and Programs.** Advertising of products or services at RALSC events, activities, and programs is limited to Affiliate Members.

## **Section VII Political Campaign Funding**

1. **Recommendations During an Election Year.** Candidate screening shall be used to determine the candidates who will best support Realtor® issues and interests of the public. Only



the Candidate Screening Task Force shall submit recommendations for endorsement of political candidates to the Board of Directors at a regularly scheduled meeting, in accordance with available funds. Candidates, their family members, and campaign staff shall not be present at the Board of Directors meeting where endorsement is to be considered. This policy on endorsement shall be clearly communicated to any candidate.

2. **Endorsement.** The Board of Directors may recommend to its Members the political and financial endorsement of candidates.

## **Section VIII Miscellaneous**

1. **Smoking Policy.** Smoking is prohibited in the Association premises except in designated smoking areas.
2. **Referrals.** The Association staff shall be prohibited from making referrals or providing real estate services.

## **Section IX Multiple Listing Service**

**Multiple Listing Service.** Refer to the Bylaws.

## **Section X Professional Standards**

This policy is meant to assist the Staff in areas of NAR's Code of Ethics and Arbitration Manual that required decision of the Association's Board of Directors and are not intended to replace the NAR Code of Ethics and Arbitration Manual.

Statements of Professional Standards Policy Applicable to Ethics Proceedings.

a. **Expenses related to conducting of hearings by Multi-Board or Regional Grievance or Professional Standards Committees.** Expenses related to the conduct of hearings by a multi-Board or regional Grievance Committee or Professional Standards Committee shall be as established by written agreement between the signatory Boards. The expenses of such hearings shall be borne by the signatory Boards and shall not be supported by fees charged to the members other than as otherwise authorized by the Code of Ethics and Arbitration Manual.

b. **Use of panels in place of the Board of Directors.** Any matter brought before the Grievance Committee, Professional Standards or Board of Directors may be considered by the Board's Executive Committee. A quorum of the Executive Committee, shall constitute such a panel, which shall act on behalf of the Board of Directors. The decision of the Executive Committee shall be final and binding and shall not be subject to further review by the Board of Directors.

c. **Publishing the names of Code of Ethics violators.** The Association will not publish the names of ethics violators.

## **Section XI**

### **Ombudsman**

1. **Ombudsman Procedures.** The purpose of the Ombudsman Procedures is to provide enhanced communications and initial problem solving to callers concerning REALTORS and real estate related transactions. The Ombudsman may answer, or seek the answer to, calls concerning transactional, technical, procedural, or practical issues with respect to REALTORS or real estate transactions.

If asked, the Ombudsman may answer questions about ethical matters. The Ombudsman may not make a determination of a violation of the Code of Ethics. Only the Grievance Committee may make this determination. Arbitration questions are generally limited to explaining procuring cause or MLS rules regarding compensation. If asked, the Ombudsman may contact the named REALTOR or the manager/DR and alert them to the question or problem and suggest they contact the consumer or other REALTOR.

If not asked specifically, but the Ombudsman feels that communication could resolve the question or complaint the Ombudsman may offer the name of the REALTOR or manager/DR so that the caller may make contact or offer to contact the REALTOR or manager/DR on behalf of the caller as above. The Ombudsman is not a mediator and only acts to promote connection between the parties.

The Ombudsman may suggest a face-to-face meeting of the parties and may offer the facilities of the Association for that purpose. However, the Ombudsman may not serve as a mediator. The Ombudsman must avoid steering complainants away from a formal hearing if one is requested. Accordingly, all written complaint forms received must be forwarded to the Grievance Committee and all written or verbal requests specifically for complaint forms will be responded to with a package of forms with no further intervention from the Ombudsman.

To ensure that all parties are notified indiscriminately of their rights to file a complaint, all calls which result in the Ombudsman taking further action, beyond the initial phone conversation will require the name, address and telephone number of the caller/complainant. The Ombudsman will then, in addition to making the requested contact or action, forward a package of complaint forms with a cover letter explaining the options of the caller/complainant to file an ethics complaint or contact the Real Estate Commission. The Ombudsman shall explain these options on the phone as well.

The ombudsman should make every effort to determine if complaint forms are needed regardless of any request from the caller to take action. Once a complaint is filed or the complainant/caller indicates positively that they wish to file a complaint, the ombudsman process must stop and the necessary forms forwarded to the complainant.

The Ombudsman shall make every effort to be sensitive to the timely filing of complaints. If the ombudsman is asked to take action or suggest action on the caller's behalf yet feels that this may result in the caller/complainant losing their rights with respect to timely filing, the Ombudsman process shall cease, and forms sent to the complainant. All complaints, which indicate a violation

of the public trust, will immediately be referred to the Complaint review Committee.

The contact between any Complainant and Respondent and the Ombudsman shall be confidential at all times, specifically with respect to an eventual ethics hearing. The Ombudsman shall avoid comment or assistance that could be construed as agreement or confirmation of one party's position over another.

## **2. Ombudsman Process.**

a. During the term of service, each Ombudsman serves approximately for one month on a rotating basis. Depending on the amount of Ombudsman services and number of Ombudsman volunteers, additional months may be assigned during the term of service.

b. REALTORS® (RALSC) limits each Ombudsman service to only eight (8) calls within the one (1) month period.

c. There are additional Ombudsmen ready to take the remainder of a service time if the calls exceed eight (8).

d. The Ombudsman on call will receive an email with the Ombudsman Log.

NOTE: The Professional Standards Secretary ("the Secretary") will complete the administrative portion of the log prior to emailing to the Ombudsman. The administrative portion of the log contains the name of the Complainant, the Complainant's relationship to the transaction, mailing address, email address, phone and fax numbers, name of potential Respondent, Respondent's Broker, Respondent & Respondent's Broker mailing address, email address, phone and fax numbers.

e. The Ombudsman shall acknowledge receipt of the log to the Secretary by email.

f. The Ombudsman should call the Complainant within 48 hours of receipt of the log. Two (2) to Three (3) attempts to reach the parties shall be made prior to closing the file.

g. A good script to use is as follows:

"Hello, my name is; I am an Ombudsman for the REALTORS® Association of Lake & Sumter Counties as an Ombudsman, I cannot make a decision in your case, but I can provide you with some assistance.

I understand that you have concerns regarding one of our members. If you would like to share your concerns with me, I might be able to suggest some possible avenues or options you may pursue to reach a resolution for your situation."

- h. The Ombudsman can modify the script to work best with his or her own personality.
- i. If some resolution is agreed to, the Ombudsman should call the Complainant back within one week of final call to make sure that the matter was resolved.
- j. The Ombudsman should email the completed Ombudsman Log to the Secretary within 48 hours of closing the file.
- k. After all materials related to this matter are emailed to the Secretary, Ombudsman shall shred these materials or return them to the Secretary for proper disposal.



EXHIBIT A

**Committee, Advisory Groups and Task Force Agenda/Report Form**

**Committee, Advisory Group or Task Force:**

\_\_\_\_\_

**Chair:**\_\_\_\_\_ **Co-Chair:**\_\_\_\_\_

**Meeting Date:**\_\_\_\_\_ **Meeting Time:** \_\_\_\_\_

**Meeting Location:**\_\_\_\_\_

**Committee Members Present:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Agenda:**

Agenda Item		Action/ Status	Assigned To	Due Date

**Recommendations to Board of Directors or AE (If any):** \_\_\_\_\_

☐ **Action Request/Information Form(s) Attached**

**Does this impact the budget?**

☐ **If so, what is the amount and the budget line item:**

\$ \_\_\_\_\_

**Does this satisfy a Strategic Plan objective?**

☐ **If so, please list:**

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**Name of Person Completing This Form:** \_\_\_\_\_

## Exhibit B

REALTORS® Association of Lake & Sumter Counties, Inc.  
3001 State Road 19 • Tavares, Florida 32778 • Phone 352-343-3003 • Fax 352-343-7876

### Conference Room Rental Policy/Lease Agreement

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between REALTORS® Association of Lake & Sumter Counties, Inc., hereinafter referred to as “Lessor”, and \_\_\_\_\_, hereinafter referred to as “Lessee”, whose address is \_\_\_\_\_; Business Phone \_\_\_\_\_; and Home Phone \_\_\_\_\_.

In consideration of the mutual covenants and promises contained herein, Lessor and Lessee agree as follows:

1. Lessor grants to lessee the right to occupy and use only the REALTORS® Association of Lake & Sumter Counties, Inc. facility located at 3001 State Road 19, Tavares, Florida 32778, hereinafter referred to as “The Premises” and only as outlined in this agreement on the following day(s) \_\_\_\_\_, beginning at (rental start time) and ending no later than \_\_\_\_\_. Alcohol consumption (if any) must be confined to the Conference room area and curtailed one half (1/2) hour before the Finish Time of the Actual Event.

2. Rental fee and charges to be paid as stated on the last page of this agreement. At the time of the execution of this Lease/Rental Agreement, Lessee shall pay Lessor the total rental fee of:

\$\_\_\_\_\_ Check#\_\_\_\_\_.

3. Lessee shall have the right to cancel this Lease/Rental Agreement and all rental fees will be refunded in full, provided the Lessee provides Lessor with written notice of the cancellation of this Lease/Rental Agreement fourteen (14) days prior to the rental date. If cancellation occurs after the fourteen (14) days written notice the Lessee shall forfeit the Good Faith Security Deposit of \$\_\_\_\_\_ paid by Lessee to Lessor herewith.

4. Any default by Lessee under the terms and conditions of this lease/rental agreement, or lessee failure to appear, shall result in forfeiture of the total fees in number two (2) above.

5. If the premises, or any of its equipment, is damaged by the act, default, or negligence of Lessee or of Lessee’s agents, employees, patrons, guests of any person(s) admitted to the premises by Lessee, Lessee shall pay to Lessor, on demand, such sum not limited to the security/damage deposit, as shall be necessary to restore the premises to its present condition. Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the premises with or without the consent of the Lessee, or by or with consent of Lessee’s employees or any person acting on behalf of Lessee or while Lessee is in possession of the premises. The Chief Executive Officer (CEO) of the Association, or her designee, will make a preliminary walk through sometime after the close of the rental function.

6. Lessor assumes no responsibility whatsoever for any property placed on the premises by Lessee, and Lessor is hereby expressly released and discharged by Lessee from any and all liability for loss, injury or damage to persons or property under this agreement and Lessee agrees to indemnify and save harmless Lessor from any claim or loss by reason of an accident or damage to any person or property arising out of this lease/rental agreement. Lessee agrees that Lessor may dispose of any property left on the premises at conclusion of Actual Event. The cost to dispose of such property to be paid by Lessee upon demand.

7. Lessee will only be allowed access to the premises for the purpose and time frame allotted within this agreement.

8. Lessee hereby acknowledges that Lessee has reviewed Lessor's rules for rental of "The Premises" which is part of this agreement. Any violation by the Lessee under this agreement shall result in a forfeiture of the Good Faith Security Deposit. Lessee acknowledges that it has inspected the premise and is familiar, satisfied and accepts premise in its present condition.

9. Lessee and Lessee's Caterer will be allowed access to the premises for the purpose of preparation and setup prior to the function and Lessee's Caterer will be provided access to the premises for a period of time not to exceed one hour from the time the function ended. Clean up must be satisfactory to the Association's CEO and if not, then a Janitorial Service will be hired by the CEO and paid for by the Lessee upon demand.

10. If any legal action must be taken, all costs and expenses, including reasonable attorney's fees will be paid, on demand, by the Lessee both at trial and on appeal.

11. This agreement contains the entire agreement of the parties and cannot be changed except by written agreement signed by both parties. This agreement shall be construed, governed, and interpreted pursuant to the laws of the State of Florida. Any claims or disputes arising out of or related to this agreement, or the breach thereof, shall be determined by litigation in the appropriate court of the State of Florida located in Lake County, and Lessee hereby submits to the jurisdiction and venue of said court. Lessee has read, understands, and agrees to abide by the terms and conditions of this Agreement and assumes total responsibilities of the function. The Lessee, and the person signing below, is authorized to enter into this Agreement.

**In Witness Whereof**, the parties hereto have signed this REALTORS® Association of Lake & Sumter Counties, Inc. Lease/Rental Agreement on the date written above.



## Exhibit C

### Building Asset and Maintenance Task Force Checklist

#### Realtors Association of Lake and Sumter Counties

#### Building Maintenance Check Sheet

	Date Inspected	Findings
1. Lobby/Reception		
2. Board Room		
3. Board Room Kitchen		
4. Office 1 (Dalton)		
5. Office 2 (Joshua)		
6. Copy Room		
7. Office 3 (Shannon)		
8. Office 4 (CEO)		
9. Office 5 (COO)		
10. Kitchen		
11. Staff Restroom		
12. Ladies Restroom		
13. Men Restroom		
14. Large Hallway		
15. Training Room		
16. Audio/Visual Equipment		
17. Parking Lot		
18. Dumpster Area		
19. Landscaping		
20. Exterior Signage: (Paint and Lights)		
21. Eaves/Gutters		
22. Windows (Seals/Caulk)		
23. Doors		
24. Trees		
25. Mail Box		
26. Field Area		


**Exhibit D**

**RALSC Logo**



## Exhibit E

### Authorization Form

 <p>REALTORS<sup>®</sup> ASSOCIATION <i>Opening Doors Since 1923</i></p>	Date: __/__/__
Pay to: _____	Amount: \$ _____
Memo: _____	Signature 1: _____ Signature 2: _____