

Sponsorship Packet

*The secret of success is to do
the common things uncommonly well.*

John D. Rockefeller Jr.



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Letter From Senior Management

Dear Student:

Welcome to the most intensive—and effective—Real Estate Licensing program you can ever imagine! This is the first step to your successful career in real estate. After you have successfully completed your licensing training, you will be ready to embark on The Journey To Mastery™ Program--the most extraordinary and revolutionary real-estate training and marketing program available.

We are committed to helping you get your license in the shortest amount of time possible. The Sponsorship Program is designed to assist you in the process of becoming a licensed real estate marketing representative. We will guide you through each of the steps, including instruction and certification for real estate licensing, application and preparation for the State Real Estate Exam, and application for the real estate license itself.

In return we ask that you make a personal commitment to the training program and to the accomplishment of your goal to become a real-estate professional.

We have great expectations.

We expect you to complete the Real Estate Principles Course in two and one-half weeks, the minimum possible time. We ask that you study for and then take three practice exams each week, and if you miss one (taking only two tests), then we ask that you make up the third test the following week. We ask that you follow our method of study for the practice exams, and do not deviate from or alter the method even a little bit.

We ask that you let us know if you find yourself falling behind or feel that you are unable to keep up. We ask that you give us permission to contact you if we notice that you are having trouble so that we can encourage you to take the necessary steps to get back on track.

If the results you are producing suggest that you are falling behind in the course, we want you to accept an honest appraisal of your performance. We ask that you be willing to hear the truth about how you are doing, and we expect you to make whatever changes are necessary to get back on track. We want you to make a conscious decision about whether to stay with the program. If you are unwilling to



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Letter From Senior Management

commit yourself to the Program, then we ask that you formally withdraw from the Real Estate Principles course, terminate your affiliation with Moore & Associates Inc., Realtors, and repay your promissory note held by Moore & Associates Inc., Realtors (subject to the provisions of your Sponsorship Agreement).

Most importantly, we ask that you let us help you if any problems arise. You can count on us to support you in your commitment to staying on track and to be very encouraging, even laudatory, when you are on track and doing well.

After you have successfully completed the Real Estate Principles Course and have received your real estate license, you will be ready to participate in The Journey To Mastery™ Program. Through this program, you will develop the skills and the knowhow to become a productive member of Moore & Associates Inc., Realtors marketing team.

We look forward to working with you.

Warmest regards,

Larry L. Moore
President
Moore & Associates Inc., Realtors



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What is Real Estate Really Like?

*Whether you think you can
or you think you can't, you're right
Henry Ford*



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The Plain Facts About a Career in Real Estate

Real Estate

The phrase conjures up soaring property values, solid investments and a shoe-in for those looking for that independent, big-bucks career.

That, however, is the myth. In fact, about half of the people in possession of a real estate license make under \$10,000 a year. The average income is less than \$8,000 per year. And if that wasn't discouraging enough, 75% of the graduates of the licensing program drop out of real estate their first year in the business. Of the 25% that survive, 75% again flee the field in the second year.

With conventional methods of orientation and training, the new agent is unlikely to earn a commission in six to nine months. Very few individuals can afford to work without regular compensation. Therefore, in most companies, there is a high turnover, and of those agents that remain, most are not full-time professionals.

Morale becomes a problem because there is no positive feedback or reinforcement of the right kinds of activity. New agents become disenchanted with the real-estate marketing profession.

Avoiding the Pitfalls

Worse yet, some companies are not very protective of their new agents. The new licensees are sometimes exploited by the senior agents. It is not uncommon for the new agents to do all of the "leg work" in exchange for a small wage, but the rewards and profit are reaped exclusively by the seasoned agent. The new agent never develops his or her own leads or clientele. Even assuming that the typical real estate office does not permit the wholesale exploitation of new agents, there is still the difficult learning curve that must be overcome.

One method of dealing with this slow and difficult learning curve is to work at more than one job, making real estate marketing more of a "hobby" than a profession. This is typical for the industry, but there is another way—a better way—to do things.

Early development is important to your future success. In a 1985 study conducted by Douglas M. Yeaman, looking at key factors for substantial success in the field



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The Plain Facts About a Career in Real Estate

of real estate marketing, it was determined that the habits developed in the first six months and the ability to produce quickly were more significant than any other single factor.

The study found that agents who did not open a transaction or write an offer until the second half of their first year were substantially disadvantaged. Less than 15% of the agents in this category ever made it past their first year. It takes 60 to 90 days for a transaction to close. This means that if no transactions are opened during the first 90 days, the agent will not receive a pay check for at least six months. This is typical for the industry.

Fortunately, Not All Real Estate Companies Are Alike

Moore & Associates Inc., Realtors is able to shorten this "learning curve" by enabling Associates to become productive and profitable early on. The program combines intensive sales training and orientation with a unique mentoring program. The program is called The Journey To Mastery™ ("Program") and it has a proven track record for success.

As an Associate with Moore & Associates Inc., Realtors, you will become integrated with Moore & Associates Inc., Realtors Real Estate Marketing Team. The sales environment will be one of cooperation and mutual support rather than the chaotic, competitive sales environment of the typical real estate office.

However, it takes dedication and commitment. During the most critical period in your career, **you must work three weekends a month** and you will be working between 40 and 48 hours per week. This level of commitment is absolutely necessary for success in the real estate market. Agents need to be prepared and must prepare their spouses and partners for the rigors of the job.

Doug Yeaman, creator of The Journey To Mastery™ Program, in commenting on this states, "I do not make up the rules. I merely describe the reality of the market, and real estate is a weekend game." There is only one formula for success, and it is one part inspiration and nine parts perspiration.



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Choosing The Right Course

Any important decision should be carefully thought out. Starting a new career is probably one of the most important decisions that a person can make. A career, by definition, implies a lifelong commitment. Therefore, a great deal of thought should go into your decision to become part of Moore & Associates Inc., Realtors marketing team.

Self Evaluation: Is a Career in Real Estate Right For You?

Do you work well with people?

Interpersonal skills are necessary in any career, and this is especially true in the field of marketing. Moreover, as a real estate agent, your ability to relate well with people and to form professional relationships with perspective clients is one of the most important attributes you can possess. Although you will learn various techniques for qualifying buyers and conducting market analyses, you will work harder than you ever imagined. The bottom line is that real estate marketing is about people helping people.

Are you willing to take charge of your career?

"Taking charge" means being in control. It is an attitude that generates opportunities for success. However, it requires motivation, determination and self-discipline. You must be willing to take action. In this field, nothing will happen automatically. It requires purposefully directed action—a conscious decision, and then, an affirmative action, to make it work. Sales techniques, knowledge of property law and financing are not enough to ensure success. However, if you have the right attitude and work well with people, then you have the potential for a successful career in real estate starting with Moore & Associates Inc., Realtors Journey To Mastery™ Program.

Are you willing to make a commitment?

Once you have made the decision, you must do everything in your power to make it happen. You must give yourself every opportunity for success. This requires getting the best training available. Moore & Associates Inc., Realtors is the right place to start. Here, you will receive the most effective real estate training course available: The Journey To Mastery™ Program.



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Career Commitment

Find out who and what you are, and
then try to be that, perfectly.

— Douglas M. Yeaman



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Career Commitment

Initial Interviews

Your introduction to the program is usually in a group. We ask that you include your spouse or significant other in the interview process. We tell you about us and you tell us about you. This is the time to ask the questions you or your spouse need answers to in order to confirm your commitment to a career in real estate with Moore & Associates Inc., Realtors.

Some real estate companies hire only experienced salespeople. Some hire "anybody" and take a "wait-and-see" attitude: those who make it—fine; those who don't—fine. At Moore & Associates Inc., Realtors, we hire only those who want a full-time career in real estate and are willing to work from the first day of their association with us. Because of the cost of training, we expect you to have real estate marketing as your primary source of income.

As mentioned earlier, it is important to involve your spouse or significant other in the orientation process. You are going to need his or her support to make the transition to Real Estate as your career. It will require a serious commitment of time and effort. We will ask you to establish and affirm your commitment to your career in real estate and to Moore & Associates Inc., Realtors.

Career Commitment

You will be glad to know we are committed to supporting and training new salespeople! We will pay for the cost of tuition for your Real Estate Principles Course and exam preparation (approximately \$350 in value), but only if you agree to work with us.



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Career Commitment

We are also committed to sales training and continuing your real estate training after you have received your license. We are willing to invest in your future with Moore & Associates Inc., Realtors, and therefore, we expect you to work full time with us for one year. We will ask you to sign contracts that say that if you participate in and complete our training but continue in real estate with another firm, then you pay on your promissory note of \$3500 (subject to certain exceptions and conditions as set forth in your Sponsorship Agreement, so **please read it carefully**).

Course Commitment

In order to obtain your license, the State of California requires you to complete a course in Real Estate Principles. If you took this course in college and it is on your transcripts you don't need to take it again. The course on Basic Real Estate Principles is offered at Moore and Associates, Inc. Sponsored Schools and takes about three weeks to complete. As soon as you have completed the course, a Certificate of Completion will be issued to you. Enrollment in Principals is necessary to apply for a state exam date and a Certificate of Completion will be required before you can be licensed.



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Career Commitment

Real Estate Exam

A score of 70% is required to pass. By the time you are ready to take the State Exam all of your questions about the Exam will have been answered.

While waiting for the results, you will be given the opportunity to participate in our orientation program and to integrate with Moore & Associates Inc., Realtors Marketing Team. This will help you get off to a good start with your new career.

Notification of Results

When you receive the results, and if you find that you did not pass, please do not be discouraged. We will assist you in receiving a new Exam date. The State of California will assess an additional \$25 and it may take some time to arrange. However, this will ensure that you have ample time to prepare.

When you receive notice that you passed, present your paperwork to your office manager. As soon as your application for your license has been completed and submitted to the appropriate Department of Real Estate Office, you may begin working and training with us. Welcome aboard! You are now ready to embark on a Journey To Mastery™ where you will receive the finest real estate marketing training available.



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Overview of the Licensing Program

- Step One:** *Meeting with Mentor and JTM™ Manager*
- Step Two:** *Registration and Application for State Exam*
- Step Three:** *Assignments and Class Schedule*
- Step Four:** *Principles and Practices—Open Book*
- Step Five:** *Certificate of Completion*
- Step Six:** *Fingerprinting*
- Step Seven:** *Practice Tests*
- Step Eight:** *The Exam and Results*
- Step Nine:** *Your Real Estate License*

*The Rung of a ladder
was never meant to rest upon,
but only to hold a man's foot long enough
to enable him to put the other somewhat higher.*
Thomas H. Huxley



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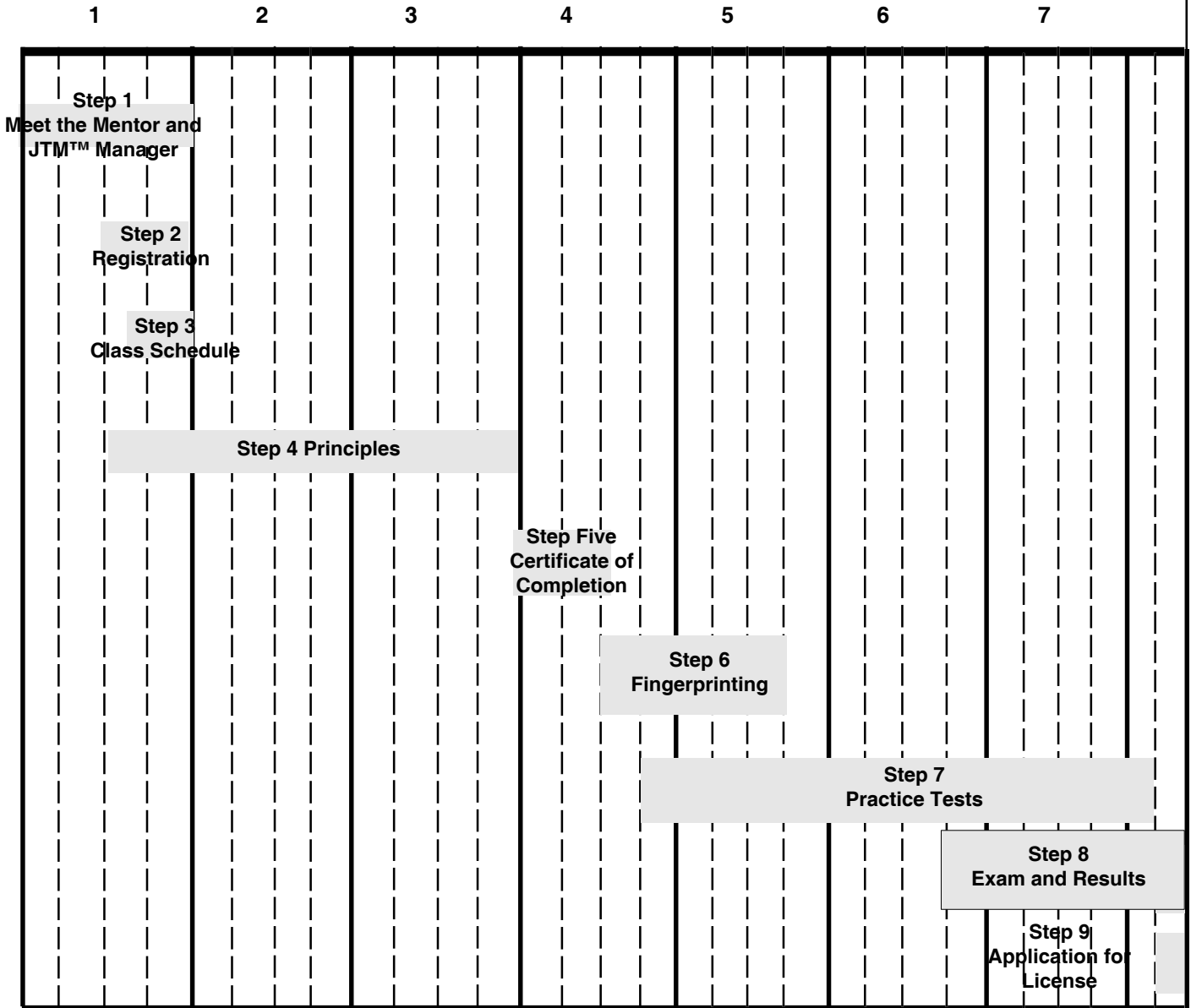
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Pre-License Start-up Timeline

It takes about 7 WEEKS to complete the Licensing Process.



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Steps in the Enrollment and Training Process

Step One: Meeting with the Mentor and JTM™ Manager

You will meet initially with the Mentor and JTM™ Manager. During this meeting, the appropriate applications and forms will be provided and completed to begin the "in-processing" phase of your enrollment in the Real Estate Licensing Program and your affiliation with Moore & Associates Inc., Realtors. In addition, the Sponsorship agreement must be read, understood, and executed before the certificate can be validated by the Manager. You will receive your name tag and be "briefed" on Moore & Associates Inc., Realtors standards and expectations regarding Pre-license training.

Step Two: Registration for Principles of Real Estate and Application for State Exam

All applications and certificates for your Real Estate Principals course must be submitted to Moore & Associates Inc., Realtors. At that time, you will be provided with all relevant course materials.

You will also complete and sign an application for the state exam which will be submitted to the California Department of Real Estate by Moore & Associates Inc., Realtors at the appropriate time. You will be issued a test date that is usually within a 4 to 6 week period from the date this form is submitted.

Step Three: Assignments

You will be given assignments weekly that will keep you on target for completing all the course material within a 2 ½ to 3 week period. You will need to be disciplined in your completion of the chapter exercises and faithfully complete your weekly assignments.



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Steps in the Enrollment and Training Process

Step Four: Basic Principles and Practices

The Basic Principles of Real Estate is an Independent Study Course that takes 2 ½ weeks. To successfully complete the principles course, Moore & Associates Inc., Realtors requires as a condition to your sponsorship and continued affiliation that you complete the course in the minimum amount of time. Therefore, you should dedicate 4 days per week, 3 to 4 hours per day, to the course work.

Step Five: Receiving Certificate of Completion

Upon completion of the home study Real Estate Principles Course, a Moore and Associates, Inc. sponsored school will issue your Certificate of Completion crediting you with the completion of the course in compliance with Department of Real Estate standards. This certificate, which is required before you can be licensed will be submitted to the Department of Real Estate along with your fingerprinting (step six).

Step Six: Fingerprinting

The Department of Real Estate will send you a notice informing you of your test date. Also included with this notice is an application for Live-Scan Fingerprinting. Moore and Associates, Inc. will assist you in finding a location for completion of your fingerprinting and will pay \$71 to the appropriate entity from your advanced fees.

Step Seven: Practice Tests

Moore and Associates, Inc. Sponsored Schools offer the State Exam Review which includes a series of practice exams that are patterned after the most current State Exams. During this portion of your preparation, you will be administered several practice tests. Your results will give you (and Moore & Associates Inc., Realtors) an indication of what is required to successfully prepare for the State Exam. These tests will be graded, and your testing schedule will be based on the results of these tests.



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Steps in the Enrollment and Training Process

If you consistently receive a score of 70% or higher, you need only take a minimum of 12 practice tests prior to your actual State Exam. If your score is lower than 70%, then you must review those areas that were incorrectly answered, and retake the exams. Each practice exam is similar to the actual State Exam in format and level of difficulty. There are between 150 and 170 multiple-choice questions covering the following areas: encumbrances, contract law, agency, and definitions. It usually requires between 45 minutes and 3 ½ hours to complete each test.

Step Eight: The Test and Results

The test is administered locally (in Southern California) and you must bring the notice mentioned in step six above with you to the test site. The exam consists of 150 multiple choice questions and three hours and fifteen minutes are allowed for the entire examination. The minimum passing score is 70% (or 105 correct answers). Your results will be mailed directly to Moore & Associates Inc., Realtors and should be received within five business days. Additionally you may access these results which are posted to the Department of Real Estate's website.

Step Nine: Your Real Estate License

It's been a tough road so far, but you did it! Your accomplishments speak for themselves. Now it's time to apply for your California Real Estate License. Moore and Associates, Inc. will assist you in the completion of all necessary paperwork.

Step Ten: The Journey To Mastery™ Program

Congratulations! You are now ready to embark on a Journey To Mastery™. As you know, your training does not stop here. You will be participating in the most effective real estate training program available. It is called The Journey To Mastery™ Program.

The Journey To Mastery™ Program is a unique training program employed by Moore & Associates Inc., Realtors. This program will shorten the "learning curve," enabling you to become productive and profitable early on. The method combines intensive sales training and orientation with a unique mentoring program, which has moved hundreds of sales professionals to be among the top producers.



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Examination Techniques

General Instructions

(This is an approximation of the instructions that you will receive at the state examination and are provided so that you may become familiar with the procedure.)

Please read and follow these instructions. Failure to follow instructions may cause dismissal from the examination room. Sorry - no smoking.

After the test begins, you are not to converse with anyone. Do your own work. Any questions you have may be quietly discussed with the proctor. The proctor is not allowed to discuss examination or test items. It will be to your advantage to bring a calculator. However, please note: programmable calculators are not permitted. Therefore, you should use a simple, non-programmable calculator.

Instructions Prior to Receiving the Test Booklet

You are provided with an answer sheet where all answers are to be marked legibly with the pencil provided. PRINT your name, your social security number (optional), the date of the examination, the name of the city where you are taking the test, the examination title (salesperson), and the exam session (morning or afternoon) in the space provided.

NOTE: These forms include a blank space for your social security number. You are not required to furnish this number, but doing so will be helpful in correlating documents and information pertaining to your records.

Notice the numbering sequence on the answer sheet. If you have any questions regarding this numbering sequence, ask one of the proctors to assist you. You have received a sheet of scratch paper. Print your name at the top. Use this scratch paper for all calculations. If you need additional scratch paper during the test, turn in your used scratch paper and the proctor will provide another sheet. **DO NOT WRITE IN THE TEST BOOKLET.** Turn in the scratch paper with the test booklet, answer sheet, and pencil when finished.

At this time, remove everything from your desk except the examination paperwork furnished and your personal calculator. If you need to leave the room, bring all test materials to the proctor and obtain permission.



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Examination Techniques

All examinations are graded in Sacramento. Do not telephone for the results of your examination as grades are not given via telephone. You will receive your test results by mail in approximately five working days. **DO NOT OPEN THE QUESTION BOOK UNTIL INSTRUCTED TO DO SO. SIT BACK, RELAX AND WAIT FOR INSTRUCTION TO BEGIN. GOOD LUCK! YOU WILL BE GIVEN AMPLE TIME.**

Tips for Taking Your Real Estate Examination

The following tips are designed to insure the success of passing your Real Estate Examination. These basic guidelines will be beneficial if properly utilized.

On Your Mark . . .

Get a good night's rest. If you have your examination scheduled in the morning and you are a slow starter, drink some coffee, but do not eat a heavy meal. Try to plan on arriving for the State Examination about one hour early to avoid traffic problems and sit in your car while you look over your notes for the last time. Relax! There is no serious penalty or jail sentence if you fail. So take it easy and pass the first time.

Pace Yourself

The state examination is composed of 150 multiple choice questions. The time for completing this examination is 3 hours and 15 minutes.. This is a little more than one hour for each 50 questions. If you answer one question per minute you are ahead of schedule. If you go much slower, you will fall behind.

Prior to Answering Questions

Once the proctor says "go," pick up the booklet and quickly page through the entire examination, but do not make any marks yet! This preliminary exercise will do three



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Examination Techniques

things for you: (1) Find out-of-sequence or missing pages, (2) Detect pages which may have stuck together; and, most importantly, (3) Allow you to get a preview of the entire examination. By getting a preview of the examination, we mean you will learn, at a glance, what is being asked and where it is located. Because there will be certain questions which demand more time to answer than do others, it is extremely beneficial to know how to properly pace yourself through the examination. Allow 5 minutes to do this.

Answering Questions

It is a good idea to put two columns along each edge of your scratch paper. At the top of one column put a question mark (?) and at the top of the other column mark (L&M) for lengthy and math questions. In the event you do not immediately recognize the answer to a question, put the number of the question in the ? column and go on to the next question. For the math and lengthy questions do not even read these questions, simply mark them in the column marked (L&M). In other words, answer the difficult questions last. Make no unnecessary marks on your answer sheet and do not mark your test booklets.

Do NOT Erase Unless . . .

The single most important rule is do not erase your answer unless you are absolutely sure you were wrong the first time! The most common error for most students is allowing inner voices (usually just your imagination) to convince them that their first impression was wrong. You have probably already experienced this in your practice testing; the result of erasing the first and choosing the other was that your first impression was correct. Adhere to this most important rule; it could be the difference between passing and failing.

Read the Question

One of the most important guidelines both now and for your actual practice as a licensee is: READ THE QUESTION! Read the question, read it carefully to make sure you understand what is being asked.



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Examination Techniques

Arithmetic

Each examination offers arithmetic problems. The course materials have prepared you to answer the arithmetic questions. The main point to be made in this regard is that there is no substitute for thinking. You should work out each question on your scratch sheet. Do not do the arithmetic in your head. Needless errors are made when we take shortcuts.

Working through each question on the scratch sheet will help to avoid careless mistakes. You are allowed to use a silent, non programmable calculator - do so! Using a calculator will help with arithmetic. Do not take a new calculator you are unfamiliar with to the examination. Take one that you have been using constantly while doing your Principles and Practice Tests.

The best advice for taking the Examination is to simply RELAX. If you have done the work as we suggest, you are among the best prepared students taking that examination. Knowing what you know is an all important element in your success; relaxing before and during the examination will be instrumental in becoming a licensed real estate agent.

After completing the questions in the above mentioned fashion, spend time working on the difficult questions which were initially skipped.

Don't get stuck on one question. Make sure the number on the answer sheet matches the number of the question you are answering! If you do not watch you may skip a number on the answer sheet and end up with the next ten (right) answers in the wrong line on the answer sheet, this will cost you valuable time to correct and may confuse the Scantron machine they use to correct the tests.

Common Errors

When you have completed your examination, go back and look for skipped answers. If you find one, be careful that a whole column of answers has not been marked in error. To prevent this type of error, always think of the question number with the answer. Do not think of the answer only. Be careful of a "wandering pencil" on the answering sheet.





Examination Techniques

When in Doubt . . .

Do not automatically pick "c". When you really have no idea as to the answer, try to eliminate two of the incorrect choices. When you guess, the answer is usually one of two close choices or a lengthy statement. If "c" is one of these two remaining choices, then pick "c". Having eliminated the two least likely answers, you now have a 50% chance of getting it right instead of a 25% chance.

If you run out of time, you can use the B-B-B system as a last resort. If necessary, just go down the answer sheet and mark B for every answer.

Trick Questions

Most questions require a legal response and always assume that facts presented are proven. Superlative words such as "never," "always," or "must" are usually indicative of an exception. Always look for the one best answer. In some questions all of the choices could be true, but one of the choices is always true. In other questions all of the choices are wrong except for one statement that could be true. In this case the correct response is the statement that could be true. The best technique to use on most multiple-choice questions is to eliminate the wrong statements, rather than look for the right one.



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REQUIRED ITEMS

Moore & Associates Inc., Realtors Name Tag

Sponsorship Agreement

Application for Enrollment

Application for Exam Date

Certificate of Completion

Fingerprints

Test Schedule

Application for License



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Sponsorship Forms and Agreements

*"One person has enthusiasm for 30 minutes,
another for 30 days,
but it is the person who has it for 30 years
who makes a success of his life."*

Edward B. Butler



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Sponsorship Agreement

I, the undersigned (hereinafter "Licensee"), am applying to Moore & Associates Inc., Realtors ("Moore & Associates Inc., Realtors") for acceptance and admission into the Sponsorship Program. The Licensee understands that this program includes sponsorship for the following training courses offered by Moore and Associates, Inc. Sponsored Schools: Basic Real Estate Principles Course and State Examination Preparation. In addition, the Licensee further understands that obtaining a real estate license is only the first step in the real estate career path as an affiliate of Moore & Associates Inc., Realtors.

In exchange for acceptance into the Sponsorship Program, the Licensee hereby agrees to the following terms and conditions:

- A. To sign an interest bearing note in the amount of \$3500.00 payable to the order of Moore & Associates Inc., Realtors. The Licensee understands that in the event Licensee voluntary terminates affiliation with Moore & Associates Inc., Realtors, subject to the provisions set forth in Parts F and G below, then Moore & Associates Inc., Realtors may demand immediately payment of the full amount of the note and the entire amount will then become due and owing.
- B. To complete the required course material and to apply for my state test within 2 ½ weeks, and to obtain my real estate license within six (6) months. I understand that my sponsorship is subject to cancellation if I do not complete my first lesson within one (1) week of today's date.
- C. To meet with Moore & Associates Inc., Realtors each week for the purpose of receiving support and supervision towards licensing and my career in real estate sales.
- D. As a sponsored agent from Moore & Associates Inc., Realtors, you are unique and have qualified for a very special program. You agree to dress for success while you are attending classes or taking tests with or working in or around Moore & Associates Inc., Realtors Work Environment. This means and is not limited to: **Dressing like a professional, wearing your Moore & Associates Inc., Realtors Name Badge and making a positive image/company statement.** (We also believe you will feel better, more successful and will have a definite edge over other students you will meet.)



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Sponsorship Agreement

- E. I have paid to Moore & Associates Inc., Realtors \$250 as my advance for the costs of my state fees which include: test application fees licensing fees and live-scan fingerprinting fee. I understand this advance is nonrefundable. Upon completion of the basic principles course, Moore & Associates Inc., Realtors will then pay the actual costs to the State of California Department of Real Estate.
- F. The Licensee understands that after continuous affiliation with Moore & Associates Inc., Realtors as a licensed real estate agent for twelve (12) consecutive months, successful completion of The Journey To Mastery™ Program, or until the close of escrow of the Licensee's first three real-estate transactions (whichever occurs first), the note will be forgiven and the obligation will be discharged; Moore & Associates Inc., Realtors will refrain thereafter from taking any action to enforce the Note, including but not limited to filing a notice of default, instituting suit or claim, or contacting credit reporting agencies.
- G. In addition, this Note shall be forgiven and the obligation shall be discharged under the following circumstances:
 1. Upon withdrawal from the real estate field for a period of one year and upon execution of a Covenant Not to Compete;
 2. Upon involuntary termination of affiliation with Moore & Associates Inc., Realtors for failure to meet Moore & Associates Inc., Realtors minimum production standards;

I have read and understand the foregoing agreement.

Date: _____

_____ (Signature of Licensee)





Promissory Note

The undersigned maker, for value received, hereby promises to pay to the order of Moore & Associates Inc., Realtors the sum of Three Thousand Five Hundred Dollars (\$3500.00).

Further, the undersigned maker, hereby promises to pay interest as specified below on the unpaid principal at a rate of 6% percent per annum. Interest will accrue at the above-specified rate beginning on _____ and continuing until said principal and interest have been fully paid.

In the event maker leaves Moore & Associates Inc., Realtors earlier than 12 months from date license is 1st placed with Moore & Associates Inc., Realtors then payment in full of the above-specified sum (plus any accrued interest) is due and owing on or before one (1) month from date below. Failure to pay the amount due and owing on that date will constitute a default.

The maker will be liable and consents to renewals, replacements and extensions of time for payment hereof before, at or after maturity, and waives presentment, demand and protest and the right to assert any statute of limitations. A married person who signs this note agrees that recourse may be had against his/her separate property for any obligation contained herein. If any action is instituted on this Note, the undersigned promises to pay attorney's fees in the amount determined by the court.

Date: _____

(Signature of Maker)





Letter of Application

Please accept my application into the Licensing Sponsorship Program and for my affiliation with Moore & Associates Inc., Realtors. I understand you are concerned about my meeting certain requirements and my responses are as follows:

1. **How do you plan to transition out of your current profession and into your new profession full time, keeping in mind that real estate is a career and requires a full-time commitment?**

RESPONSE:

2. **Because real estate is primarily a weekend business, it requires changes in your personal habits, family routines, and leisure time, how will you accommodate these changes?**

RESPONSE:



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Letter of Application

3. Because of the expected changes and the impact on family, friends and social life, it is critical that you have the support of your family and significant others. Have you discussed these issues with them? What were their reactions?

RESPONSE:

4. Understanding all of these implications, do they support you in this decision? How do they plan to accommodate your schedule?

RESPONSE:

(Signature of Applicant)



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The Journey To Mastery™ Program

Today's preparation determines tomorrow's achievement.



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The Journey To Mastery™

The Road to Results

We help you build client relationships for results. Our new agents consistently outsell other new agents, and where it usually takes new agents six to nine months to begin producing, some of our agents begin opening transactions their first month or two on the job! Moore & Associates Inc., Realtors has enjoyed unparalleled success with the training of new agents in The Journey To Mastery™ Program.

"In less than 30 days I had real clients that turned into real buyers." - Mary Fran McMahon, New Agent October 1999.

Getting on Track with The Journey To Mastery™

The Journey To Mastery™ Program has helped hundreds of sales professionals to become top producers. One of the first things you will discover is that real estate marketing is not just about making sales, it is about developing relationships.

As the statistics of the real estate industry demonstrate, the top producers make most of the money, while 80% of all sales professionals in the industry make less than \$35,000 per year. If you're in the underpaid majority, we believe there are better ways to spend your time, and in one year we can prove it to you. Success may be closer than you think. Why not spend a year mastering your career?

What is Quantum?

Quantum Management Systems is a full-service management consulting firm. We have a proven track record in boosting executive effectiveness, employee performance and corporate profits. Through The Journey To Mastery™ Program, Quantum trains sales associates and professionals to manage time effectively, generate new clients and make the money they want within the targeted time period.

Douglas M. Yeaman, President and founder of Quantum Management Systems, is a nationally renowned management consultant and an inspirational leader. Having worked with more than 140,000 professionals, he is known for his remarkable ability to motivate and train people within an organization, enabling them to achieve peak performance.



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The Journey To Mastery™

Here's the Secret

In the face of the gloomy statistics surrounding the real estate industry today, a Park City, UT and Las Vegas, NV based management consulting firm has had a remarkable impact on the success of many real estate organizations. Under its founder and president, Doug Yeaman, Quantum Management Systems offers a unique training program for new agents in real estate. The training is called The Journey To Mastery™ Program. And in a survey of beginning real-estate agents, its graduates outsold other beginning agents four to one.

What is Quantum's secret? A lot of it, according to Yeaman, lies in revealing a little-known truth about the industry. "Most people in real estate think they're selling houses. That's not what they do."

If this sounds unusual, Yeaman explains it in a way that makes sense: "Successful agents are actually engaged in supporting people in making their own decisions around their real estate needs. A successful career in sales is not really about selling. It's about establishing relationships that are mutually beneficial." As Quantum sees it, sales are a by-product of these relationships.

When a person makes a career choice to become an independent real estate agent, a painful fact has to be faced. New business is slow business. Over 90% of new agents fail within the first two years, and nearly all suffer a long period of no-growth before they start becoming profitable.

Typically brokers expect their new agents to take nine to twelve months to close their first escrow. Shortening the time for a new agent to become productive is one of the ways Journey To Mastery™ helps beginning agents.

Another way is by providing them business consulting services for the entire start-up period of their careers. "Most sales trainings," states Janice Rannick, a trainer with Quantum, "lasts for a week or two and are crammed with facts and techniques. We keep only one fact in mind. That is that the top 20% of sales professionals do 80% of the business. We teach our people everything they need to know to function like the 20% who are making the money."



The Journey To Mastery™

An established business has a lot of operational support. This includes all its administrative systems, advertising, legal and financial help—as well as an established client base.

Smooth Selling

The Journey To Mastery™ Program focuses sales professionals in two main areas that maximize professional relationships. These are: setting standards for what is productive, and managing time. In Journey To Mastery™, sales professionals learn exactly what to do to establish a productive client relationship.

Encountering clients from the standpoint of what’s productive means letting go of prospective buyers who don’t meet the standards. As Yeaman explains, “There are three standards that give agents results: (1) they are getting an agreement to an exclusive agency relationship; (2) assuring that the client is able to buy; and (3) assuring the client is ready to buy. Without these standards, time spent with a client is not income-generating.”

Quantum has a similar philosophy in terms of time management. It teaches agents to analyze their work time in terms of what is productive, what is nonproductive, and what is indirectly productive. A specific ratio of time spent in these areas lets agents produce their desired results.

According to Sharon Swanton, "The Journey To Mastery™ Program supplies the resources it takes a successful producer three-to-seven years to acquire on his or her own. And they’re available at the most critical part of the business cycle...at the beginning.”



6 Month Timeline

Things may come to those who wait, but
only the things left by those who hustle.
— Abraham Lincoln



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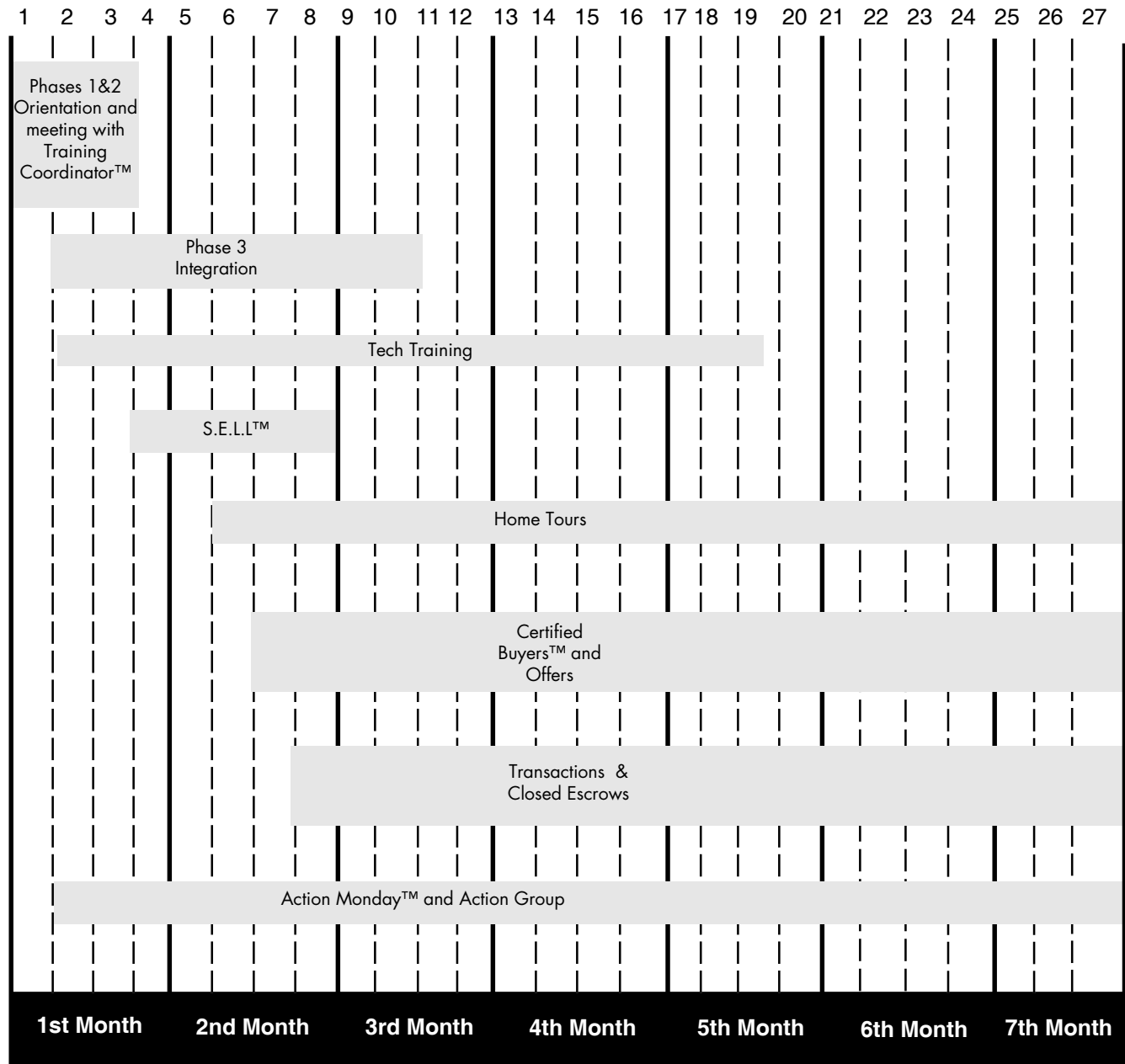
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New Agent Start-up Timeline

It takes approximately four to nine months of directed activities for a new agent to become a producing member of the Moore & Associates Inc., Realtors Team.

Weeks:



Key to Agent Start-up Timeline

Phase One: Initial Orientation and Introduction
 Phase Two: Meeting between Agent and Director of New Agent Development
 Phase Three: Integration of Associates with the Journey To Mastery™ Team

S.E.L.L.™ Training: Sales Environment Learning Laboratory (S.E.L.L.™) is an intensive training program that all new Associates are required to attend. It contains three separate segments: Basic S.E.L.L.™ Training, Prestige Home Tour™/Quantum Home Tour™ Certification, and Probing™ Certification.

Begin Prestige/Quantum Home Tour™: The Prestige Home Tour™/Quantum Home Tour™ is the central marketing technique for obtaining buyer and listing leads and establishing clientele.

Associates, in preparing for the Quantum Home Tour™, are required to identify comparative active properties, tour all of the for-sale-by-owner (FSBO) properties and expirations, and prepare a report on the home's location relative to schools, shopping and amenities of the neighborhood.

- Area tour, preview properties and prepare buyer CMA
- Prepare sign maps.
- Obtain permission to place signs.
- Deliver flyers and invitations.
- Phone invitations to any friends, relatives, potential leads or prospects.

Certified Buyers™ and Offers: Working with potential buyers involves what is referred to as Buyer Certification™. See sample of Buyer Checklist on page 69.

- Client time: Probing™, showing properties, writing offers and negotiating.

Transactions & Closed Escrows: screen Working with committed "certified" buyers pays off. The Program helps to out those not genuinely interested in purchasing a home.

Action Monday™ & Action Groups: Weekly meetings where commitments are made, logistics of home tours are planned, statistics are gathered, and progress is reported.



Weekly Schedule



The price of success is hard work, dedication to the job at hand, and the determination that whether we win or lose, we have applied the best of ourselves to the task at hand.

—Vince Lombardi

Weekly Schedule

Week Begins _____

Name _____ Office _____

Date	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday		
7:00					Day Off				
8:00									
9:00	Action Monday™	Office Tour <small>verify day for local market</small>	Property Tour <small>optional</small>	Tech Thursday		Quantum Home Tour™ or Client Listings			
10:00									
11:00									
12:00									
1:00									
2:00	Action Monday™								
3:00									
4:00									
5:00		Jelly Bean Jar™ Workshop							
6:00									
7:00									
8:00									
9:00	Daily Planning and Preparation for Next Day								

ASSIGNMENTS FOR THE WEEK:

1. _____
2. _____
3. _____
4. _____

DETAIL:



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Weekly Training Schedule

Weekly Training Schedule Key

- Phase One: Initial Orientation and Introduction
 Phase Two: Meeting between Agent and Manager
 Phase Three: Integration of Associates with Marketing Team
- S-Time: S-Time is that time spent studying the scripts. S-Time takes priority over “A” Time and “B” Time.
- T-Time: T-Time (not to be confused with “tee-time”) is short for Training Time. T-Time includes both formal and informal training (see “Formal Orientation Class” and “Step Three: Integration”).
- B-Time: Preparation for Quantum Home Tours™ is what is referred to as B-Time. The following activities are included in B-Time.
- Agents, in preparing for the Quantum Home Tour™, are to conduct CMAs, to tour all of the for-sale-by-owner (FSBO) properties and all of the expireds, and to prepare a report on the home's location relative to schools, shopping and amenities of the neighborhood.
 - Doing sign mapping.
 - Getting permission to place signs.
 - Sending out flyers and invitations.
 - Phone invitations to any friends relatives or potential leads or prospects.
 - Client time: Probing™, showing properties, writing offers or going on listing presentations with Mentor.
- A-Time: A-Time typically involves participation during the Quantum Home Tours™ as an assistant or “third-person”. The following list of activities are included in the A-Time category and is in the order of priority:
- Host or hostess or guest at someone’s Quantum Home Tours™
 - Training Quantum Home Tours™
 - Full participation on a team
 - When there are three Certified Buyers™, showing property



New Agents Initial Orientation



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New Agents Initial Orientation

“Get Acquainted” Meeting

The Director of Recruiting meets with you initially. Here, the following administrative matters are taken care of:

- A. Review Recruiting Packet
- B. Begin the administrative induction process
 - 1. Provide “vital statistics”
 - 2. Assignment to Journey To Mastery™ Manager
- C. Receive a copy of the telephone scripts. Make sure you memorize the entire script. Memorizing the scripts are prerequisite to certification in the areas of training. Anyone can do it. Here is how:

Begin by reading the scripts and carefully preparing “flashcards,” that is, three-by-five cards listing key words in the script. These are used as “cues” to help recall the content of the scripts.

- D. Many of the documents contained in the Moore & Associates Inc., Realtors Independent Contractor file, including the Association of Realtors paperwork, must be reviewed carefully and then signed. The following list includes many of the documents that must be read and signed as part of your "in processing."
 - 1. Commitment Agreement for Journey To Mastery™ Program
 - 2. Independent Contractor Agreement including commission agreement and schedule.
 - 3. Association of Realtors Application



New Agents Initial Orientation

Meet Your JTM™ Manager

While a participant in the program, you will be working closely and under the direct supervision of the JTM™ manager.

Integration

The Planned Integration with The Moore & Associates Inc., Realtors Team is accomplished by attendance at regularly scheduled meetings and debriefings, including but not limited to the following: Action Mondays™, Action Meetings, Open Houses, Open House Training, and Target Intensive Training. This continues until formal S.E.L.L.™ training program begins.

- A. Planned Visits to a Quantum Home Tour™. You will Assist in putting up signs, passing out flyers, etc. However, primary objective is to observe—you do not share the responsibility for running the Home Tour.
- B. Attendance at special training workshop on Quantum Home Tour™ which will be conducted each month. You will participate and observe.
- C. Schedule yourself to all training programs and create calendar for next 4 months.



New Agents Initial Orientation

Training Assignment

A. The procedure for your training assignment is as follows: Your attendance at all meetings and training is required.

1. You will receive a current training schedule.
2. Your name is added to the list of candidates for Quantum training.
3. You must make a commitment to attend all sessions. There is no provision for missing any part of any Sales Environment Learning Laboratory (also known as S.E.L.L.™), Basic, S.E.L.L.™ Training, Prestige Home Tour™, Quantum Home Tour™; and, Probing™ Certification.

B. Sales Environment Learning Laboratory (S.E.L.L.)™ :

Sales Success Training is an intensive training program that all new associates are required to attend. It contains three separate segments: Basic S.E.L.L.™ Training; Prestige Home Tour™/Quantum Home Tour™; and, Probing™ Certification.

Memorization of Script

Memorizing the scripts are prerequisite to certification in the areas of training.



Sales Environment Learning Laboratory (S.E.L.L.)™



A positive attitude removes the rust from the mind, lubricates our inward machinery, and enables us to do our work with fewer creaks and groans.
—Helen Keller



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Sales Environment Learning Laboratory

Sales Environment Learning Laboratory (S.E.L.L.)™

Working harder at something that doesn't work, still doesn't work. That is why we emphasize the process through which behavior is modified so the techniques taught in the program will be correctly applied. Merely teaching the theory behind the techniques does not immediately result in productivity gains. However, good techniques, combined with the ability to apply them in the market place, does.

We have identified the key areas that substantially affect an agent's productivity. These include the following: organization and time management; effective telephone and prospecting techniques; and decision shaping in one-on-one situations with clients. The behavior modification process, which is integrated with the learning of techniques, is an essential element.

The training deals specifically with techniques that are critical to success:

- Organization and Time Management (*which give a way of measuring your progress*)
- Effective Prospecting Techniques
- Converting Leads Into Sales
- Probing (*one-on-one sessions with clients*)
- Developing Exclusive Buyer Relationships
- Increasing closing ratios
- Decision Shaping (*structuring problem-free transactions*)



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Sales Environment Learning Laboratory

The Sales Environment Learning Laboratory (S.E.L.L.)™ has been designed for real estate agents. S.E.L.L.™ training teaches these individuals specific techniques that, if correctly utilized, will have a direct impact on productivity. In addition, S.E.L.L.™ training creates an environment in which the participants utilize these techniques and can modify their behavior so that the benefit of these techniques is fully realized.

Organization and Time Management:

The participants are introduced to an organization and time management system that is designed to allow salespeople to measure very specifically how they spend their time in relation to productive activities and how they can therefore restructure their activities so as to be more productive. This study in time is conceptual, as in reviewing the difference between productive and indirectly productive time and the laws of work expansion and triviality; and it is also practical, in that a system with forms and procedures for its use is introduced to the participants.

The resulting benefits of an implemented organization and time management system are to increase productivity through a redirection of time spent to include more productive and indirectly productive activities and less with nonproductive activities. Just as important a benefit is the control of time, resulting in more high priority activities and tasks being completed and more confidence because the day's events run smoothly.

Telephone and Prospecting Techniques:

It is Quantum Management Systems' belief that an organization will benefit substantially through proper use of the telephone by the agents. Productivity is increased because less time is spent procuring appointments. More leads are converted into appointments, and if set up properly on the phone, will yield sales.

We work with the participants in the S.E.L.L.™ Program so that they are fully equipped in prospecting techniques; we also emphasize the continual use of these techniques by modifying their perspective towards this type of activity.

Sales Environment Learning Laboratory

Decision Shaping™:

Through proper understanding and use of communication structures in a one-on-one situation with a client, agents can increase their closing ratios and also structure the transactions to be more problem-free.

We start in this area with a conceptual look at why people buy things, from a behavioral point of view, and then structure a presentation so that the agent is, above all, helping the client to crystallize their needs.

The sales people are brought to an understanding of what benefits are, and of how to convert features to benefits. The selling process matches benefits to needs, getting agreement on points through the presentation and “shaping” the client’s decision, leading into an effective close.

The sales people become more directional in their approach with a client, having objectives in mind for every face-to-face meeting, and are genuinely helping the client in filling their own needs. This is a counselor approach to selling, which results in greater rapport with the client, more referrals, and a higher closing ratio.

The Program employs role-playing as a learning tool, using audiovisual equipment to facilitate change.

It also results in more solid business, because through these techniques associates are taught to weed out clients who do not represent “workable transactions” and spend extra time, by prospecting, to find clients who do represent good business. Once again, productivity is increased, which is the Quantum Management Systems objective.



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Sales Environment Learning Laboratory

The Behavior Process:

Herein lies the process through which behavior is actually changed. In every module, the agents are asked to make a minimum of three commitments, such as using the organization and time management system diligently and in a very specified manner for the duration of the program, and making an ambitious number of phone calls (they set the number, as long as it is ambitious) using the new structure every working day between the beginning and the end of the program, and using the new structure in every face-to-face selling situation, for a few examples. By the fourth or fifth meeting it is evident which sales people keep commitments and to what degree. It is at this point we discuss what the differences are between a sales person who is in a failure pattern and one who is in a success pattern.

Simply put, an agent who keeps commitments is in a success mode and gets what s/he wants (goals), whereas the degree of failure (not reaching goals) is dependent upon the degree to which commitments are broken. The participants have been set up through this process to see themselves in relation to success/failure modes. Very clearly, they cannot avoid realizing what keeps them from reaching their goals, and through discussion, come to an understanding of exactly and specifically what they must do to establish a success mode.

Logistics:

The Program is structured over a four day period, and meetings are scheduled for eight hours each. This may seem like a rigorous schedule, but it is essential to the program training. From a behavioral point of view, a minimum of twenty-one days is required in order for a change to occur in behavioral and attitudinal patterns. The learn-by-doing methodology provides a vehicle for reinforcement, and therefore techniques must be practiced before moving on to the next phase in the training.

Sales Environment Learning Laboratory

Summary:

To tie it all together into a cohesive experience, participants will be asked to interactively demonstrate and describe the techniques they have learned.

Simulations are conducted to achieve a sense of realism. Successful real estate agents, working with Quantum principles, will act as facilitators. By sharing their experiences, participants will get firsthand exposure in how to deal successfully with the varied situations they are likely to come across in their daily quest for more sales and listings.

Using the principle of commitment, we lead the participants to an extensive time-management-system methodology. Its impact is to give the freedom to set and reach goals, measure progress, and allow agents to fully enjoy the work that they do.



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Standards

Every job is a self-portrait of the person who did it.



Journey To Mastery™ Standards

By agreeing to participate in the Journey To Mastery™ and its foundation statement, I understand that the following minimum standards of activity must be met during the 90 day period to assure my success and continued affiliation with Moore & Associates Inc., Realtors :

- Any member who misses more than 4 meetings may no longer participate as a member in The Journey To Mastery™ Program or Moore & Associates Inc., Realtors .
- Every 2 times that a member is late, it shall count as 1 missed meeting.
- Agents agree to hold Quantum Home Tours™ 3 weekends per month until they have/maintain three Certified Buyers, or have completed The Journey To Mastery™ Program.
- All participants in the program shall use a time management system for each work day including but not limited to the weekly schedule.
- All buyers are to be certified and sign an "Exclusive Right to Represent" agreement.
- Associates agree to the following 90 day bench marks:

1st 90 days (3 months)

- 3 Certified Buyers
- 1 Written Offer
- 1 Certified Listing Appointment

2nd 90 days (6 months)

- 1 Buyer Transaction
- 2 Written Offers
- Another 2 Listing Appointments
- 1 Listing Taken

3rd 90 days (9 months)

- 3 Buyer Transactions in Escrow
- 3 Total Listings Taken



Office Standards

Each office has specific standards for production which will be reviewed quarterly. Only agents producing this amount shall be retained by Moore & Associates Inc., Realtors.

The specific standards for production for Moore & Associates Inc., Realtors are as follows:

- 4 Transactions
- \$25,000 Agent Earnings (Commission paid to agent).

[Note: Managers select the applicable basis and standard for the company. Each branch manager reserves the right to quarterly reviews.]

Agents not meeting the minimum production standard of the company, but in whom the manager has a fundamental confidence, will be given the opportunity to achieve that amount through participation in a support system called Action Groups. This support system is reserved for agents who have demonstrated a winning attitude, a willingness to produce, the character to achieve, and the integrity consistent with The Moore & Associates Inc., Realtors.

All inexperienced agents joining our company are expected to (1) maintain three certified buyers per month, (2) open one escrow per month, or (3) hold two Quantum Home Tours™ per month until they have met conditions (1) and (2) above.

(Associate's signature)

(Date)



Read and Understood by

Pre-License	Post-License
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Willingness List

As part of my participation with Moore & Associates Inc., Realtors in The Journey To Mastery™ Training, I agree that I am willing to:

1. Be personally responsible for my promissory note which I understand will be forgiven upon producing three closed buyer sales and three sold listings or in the event I am terminated from the program or the company. Additionally, I understand that I will be evaluated by Quantum Management Systems before I can be accepted in the training. I agree that in the event I leave Moore & Associates Inc., Realtors prior to completion of Journey To Mastery™ and 12 months continuous affiliation and go to work in any real estate related field my full \$3500.00 note will be immediately due and collectable.
2. Be accountable and receive feedback on my actions.
3. Attend all sessions. This includes:

Action Mondays™ /Transaction Tuesday	Technical Training
S.E.L.L™ Training	Jelly Bean Jar Workshop
Probing™ Certification	M.L.S. Trainings
Prestige/Quantum Home Tours™	Office Sales Meetings (optional while in JTM)
Target Workshops (as Scheduled)	Broker's Open House
WINForms Training	
4. Have Real Estate as my primary source of income—FULL TIME—upon being accepted into the Journey to Mastery™ Program.
5. Participate in prospecting activities that will yield MINIMUM production standards established by Moore & Associates Inc., Realtors (up to 20 hours of prospecting activities and two home tours per month).
6. Be flexible around schedule, time and location changes due to the needs of the training. I will be given adequate notice and I am willing to manage my schedule accordingly. (S.E.L.L™ and Probing™ Certification Training dates and times will not change, locations may.)
7. Handle issues as they arise within 48 hours and be willing to talk to the person and not about the person at issue. This means issues with my partners I will handle with my partners, issues with my cluster I will handle with my cluster, issues with Quantum Management Systems I will handle with Quantum Management Systems, and issues with my Manager I will handle with my Manager.
8. Meet my office or branch minimum production standards.
9. Work on issues of production and productivity. These include prospecting, organization and time management, committed clients (buyers only), and transaction management.
10. Participate fully at 100% in The Journey To Mastery™ Training knowing that it is NOT Real Estate training.
11. Use a monthly calendar to define my activities and be held accountable to adhere to this schedule.
12. Be present at ALL Journey To Mastery™ training sessions.
13. Understand that there are costs inherent to doing business in the real estate industry and I am responsible for these costs and fees as well as any other real estate related expenses, except as specifically agreed to otherwise, in writing. (e.g. MLS fees, errors and omissions insurance, business cards, listing fees and listing related advertising, etc.).
14. Understand that I am being licensed to conduct Quantum Home Tours™ and that the system and information is proprietary and may be revoked by Quantum for failure to conduct properly or upon leaving Moore & Associates Inc., Realtors .

Signature _____ Date _____



Read and Understood by

Pre-License	Post-License
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Promissory Note

The undersigned maker, for value received, hereby promises to pay to the order of Moore & Associates Inc., Realtors the sum of three thousand five hundred dollars (\$3500.00).

Further, the undersigned maker, hereby promises to pay interest as specified below on the unpaid principal at a rate of 6% percent per annum. Interest will accrue at the above specified rate beginning on _____ (termination date) and continuing until said principal and interest have been fully paid.

Payment in full of the above specified sum (plus any accrued interest) is due and owing on or before four months from date above. Failure to pay the amount due and owing on that date will constitute a default.

The maker will be liable and consents to renewals, replacements and extensions of time for payment hereof before, at or after maturity, and waives presentment, demand and protest and the right to assert any statute of limitations. A married person who signs this note agrees that recourse may be had against his/her separate property for any obligation contained herein. If any action is instituted on this Note, the undersigned promises to pay attorney's fees in the amount determined by court.

The Licensee understands that after continuous affiliation with Moore & Associates Inc., Realtors as a licensed real estate agent for twelve consecutive months, after the successful completion of The Journey to Mastery™ Program, the note will be forgiven and the obligation will be discharged; Moore & Associates Inc., Realtors will refrain thereafter from taking any action to enforce the Note, including but not limited to filing a notice of default, instituting suit or claim, or contacting credit reporting agencies.

In addition, this Note shall be forgiven and the obligation shall be discharged under the following circumstances:

1. Upon withdrawal from the real estate field for a period of one year and upon execution of a Covenant Not to Compete for 12 months from date of withdrawal.
2. Licensee has continuously shown up; not missed more than 3 scheduled Action Mondays™ or scheduled trainings in any 6 month period, and, becomes involuntarily terminated from affiliation with Moore & Associates Inc., Realtors for failure to meet Moore & Associates Inc., Realtors minimum production standards.

I have read and understand the foregoing agreement.

Date



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Signature of Maker

Read and Understood by

Pre-License	Post-License
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The Journey To Mastery™ Program is designed to assist me in becoming productive (with 3 closed escrows) quickly. I understand my association with Moore & Associates Inc., Realtors and my participation in the program requires my commitment to the following:

- 1. Attendance to each and every Action Monday™ and the associated Action Group Meeting.
- 2. Attendance on time for all meetings and appointments.
- 3. I will hold Quantum Home Tours™ 3 weekends per month on both Saturday and Sunday until completion of the Program or until I have three certified buyers.
- 4. I will distribute a minimum of 100 flyers for each upcoming Quantum Home Tour™ unless stipulated in writing by my manager and I will do this in a timely manner, meeting each person I hand out flyers to.
- 5. I will invite 25 people from my personal network to upcoming Quantum Home Tours™.
- 6. I will ask permission of neighbors, in writing, to place home tour directional signs on their property and have them sign the permission form.
- 7. I will preview, prior to a Quantum Home Tour™ the available active listings in the neighborhood.
- 8. I will obtain as many completed surveys as possible from guests at the Quantum Home Tour™.
- 9. I will attend all company meetings.
- 10. I will follow up on all buyer leads I obtain, ask for and get appointments, and get all the buyers I work with certified. I will reserve Tuesday evenings beginning at 5:00 PM to meet with other Associates in the office to complete follow-up calls to guests from the home tour registers and/or my buyers.
- 11. I will obtain all necessary training and be responsible to know how to operate the phone system and computer equipment before using them or taking floor time.
- 12. Until I have closed 3 buyer side transactions and graduate from The Journey To Mastery™ Program, all listing leads I have access to will be referred (turned over to) my Training Coordinator™, and I will receive my standard commission on any listing that sells. I am to include my training coordinator™ in all listing client meetings, conferences and discussions, under all circumstances and until my first three (3) listings have closed.
- 13. I will be on time for all Quantum Home Tours™, bring all equipment and materials necessary, cleanup and put away all such equipment after the Quantum Home Tour™. I am personally responsible for the signs in my possession.
- 14. I know I will be working up to 48 hours per week but I agree to take one day off during the week for rest or recreation.

Signature_____

Date_____



Journey to Mastery™ Agreement

Reciprocal Duties

Moore & Associates Inc., Realtors agrees to provide to you (the Agent) the following training:

S.E.L.L.™ training, which is a technical, results-oriented training program; Action Group™ Meetings; and Action Mondays™.

Probing training focuses on communication skills that help determine the needs of buyers and sellers and creates relationships that are key to business success.

Prestige Home Tour™/Quantum Home Tour™ is a proprietary licensed marketing event. Managed by a team of certified agents, this event creates attendance at the weekend Quantum Home Tour™ that far exceeds a typical open house. This marketing event typically results in the sale of a property within 2-3 weeks of the event, as well as providing additional business for the team members.

The Journey To Mastery™ Program, an innovative and intensive advanced individual training which includes a unique mentoring relationship with experienced, top-producing agents.

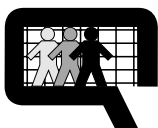
In exchange, you (the Agent) agree to the following terms and conditions:

You will remain active in the training until it is successfully completed, and you will commit the time and effort necessary to attend and participate fully in The Journey To Mastery™ Program.

You understand that you will graduate from JTM™ upon the closing of your 3rd buyer sale and your 3rd seller sale (listing). The commission of these closings will be at a 45% of the gross commission income on the transaction.

You understand that you must co-list your 1st 3 listings with a listing mentor designated by the JTM™ Manager. This can take place during JTM™ or after graduation. Your commission for these 1st 3 listings will be at 45% of gross commission income on your share. These listings will be under the name of the listing mentor and the split arrangement is as follows:

50% to JTM™ Associate
50% to Listing Mentor



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Journey to Mastery™ Agreement

It is understood that the company will capitalize any listing costs it incurs, which will be deducted from your commission at close of escrow. The company will bear the cost of advertising and the Mentor will pay for the installation of a sign and will furnish the lock box.

You further understand that in the event that you are unable to complete the training because you voluntarily terminate your affiliation with Moore & Associates Inc., Realtors, subject to the provisions set forth below, Moore & Associates Inc., Realtors may immediately demand payment of the full amount of any promissory notes or other expenses incurred by you or on your behalf by Moore & Associates Inc., Realtors. You do hereby authorize Moore & Associates Inc., Realtors to withhold from any open escrow any amount owed by you at that time.

After continuous affiliation with Moore & Associates Inc., Realtors as a licensed real estate agent for twelve consecutive months and the close of escrow of your first three real-estate transactions, the promissory note held by Moore & Associates Inc., Realtors will be forgiven and your obligation to reimburse Moore & Associates Inc., Realtors for costs of training will be discharged.

In addition, the obligation shall be discharged under the following circumstances:

Upon withdrawal from the real estate field for a period of one year and upon execution of a Covenant Not to Compete;

Upon involuntary termination of affiliation with Moore & Associates Inc., Realtors for failure to meet Moore & Associates Inc., Realtors minimum production standards.

I have read and understand the foregoing provisions and I willingly accept the terms of this agreement.

Signature: _____

Date: _____



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MOORE & ASSOCIATES, INC. NEW AGENT PACKET



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Moore & Associates Inc., Realtors

New Agent Orientation Checklist

Last Name: _____ First Name: _____ Date: _____

I agree to affiliate with Moore & Associates Inc., Realtors as an Associate Licensee. I have received, reviewed, agreed upon and executed copies of the following items:

1. Independent Contractor Agreement signed by Broker and Associate
2. Exhibit B – Extended Commission Schedule
3. New Agent Information Sheet
4. Business Card information/order sheet
5. Credit Card Form.
6. W-9 Form
7. Information and application forms to join the local Association of Realtors.
8. Salesperson Change Application (DRE)
9. Moore & Associates Mission Statement and Policy Manual
10. Agent Bio for advertising
11. Moore & Associates Agent Web Page Information
12. Instructions on email and Moore & Associates Intranet.

I have provided Moore & Associates with the following required items:

1. My real estate license
2. Technology set up fee of \$40.00 (includes onetime charge for e-mail and web page.)
3. Executed DRE Salesperson Change Application
4. “Certificate of Insurance” from my auto Insurance agency showing Moore & Associates as additionally insured.

Agent Signature: _____

Manager Signature: _____



INDEPENDENT CONTRACTOR AGREEMENT (Between Broker and Associate-Licensee) (C.A.R. Form ICA, Revised 10/04)

This Agreement, dated Sample is made between Larry Moore & Associates Inc., Realtors ("Broker") and Sample ("Associate-Licensee").

In consideration of the covenants and representations contained in this Agreement, Broker and Associate-Licensee agree as follows:

- 1. BROKER: Broker represents that Broker is duly licensed as a real estate broker by the State of California, doing business as Larry Moore & Associates Inc., Realtors (firm name), a sole proprietorship, a partnership, or a corporation. Broker is a member of the South Bay Association of Realtors/Palos Verdes Peninsula Association of Realtor Association(s) of REALTORS®, and a subscriber to the Regional Multiple Listing Service(s).
2. ASSOCIATE-LICENSEE: Associate-Licensee represents that: (i) he/she is duly licensed by the State of California as a real estate broker, real estate salesperson, and (ii) he/she has not used any other names within the past five years, except. Associate-Licensee shall keep his/her license current during the term of this Agreement, including satisfying all applicable continuing education and provisional license requirements.
3. INDEPENDENT CONTRACTOR RELATIONSHIP: A. Broker and Associate-Licensee intend that, to the maximum extent permissible by law: (i) This Agreement does not constitute an employment agreement by either party; (ii) Broker and Associate-Licensee are independent contracting parties with respect to all services rendered under this Agreement; and (iii) This Agreement shall not be construed as a partnership. B. Broker shall not: (i) restrict Associate-Licensee's activities to particular geographical areas or, (ii) dictate Associate-Licensee's activities with regard to hours, leads, open houses, opportunity or floor time, production, prospects, sales meetings, schedule, inventory, time off, vacation, or similar activities, except to the extent required by law. C. Associate-Licensee shall not be required to accept an assignment by Broker to service any particular current or prospective listing or parties. D. Except as required by law: (i) Associate-Licensee retains sole and absolute discretion and judgment in the methods, techniques, and procedures to be used in soliciting and obtaining listings, sales, exchanges, leases, rentals, or other transactions, and in carrying out Associate-Licensee's selling and soliciting activities, (ii) Associate-Licensee is under the control of Broker as to the results of Associate-Licensee's work only, and not as to the means by which those results are accomplished, (iii) Associate-Licensee has no authority to bind Broker by any promise or representation and (iv) Broker shall not be liable for any obligation or liability incurred by Associate-Licensee. E. Associate-Licensee's only remuneration shall be the compensation specified in paragraph 8. F. Associate-Licensee shall not be treated as an employee with respect to services performed as a real estate agent, for state and federal tax purposes. G. The fact the Broker may carry worker compensation insurance for Broker's own benefit and for the mutual benefit of Broker and licensees associated with Broker, including Associate-Licensee, shall not create an inference of employment. (Workers' Compensation Advisory) Even though Associate-Licensees may be treated as independent contractors for tax and other purposes, the California Labor and Workforce Development Agency considers them to be employees for workers' compensation purposes. According to this agency, (i) Broker must obtain workers' compensation insurance for Associate-Licensees and (ii) Broker, not Associate-Licensees, must bear the cost of workers' compensation insurance. Penalties for failure to carry workers' compensation include, among others, the issuance of stop-work orders and fines of up to \$1,000 per agent, not to exceed \$100,000 per company.
4. LICENSED ACTIVITY All listings of property, and all agreements, acts or actions for performance of licensed acts, which are taken or performed in connection with this Agreement, shall be taken and performed in the name of Broker. Associate-Licensee agrees to and does hereby contribute all right and title to such listings to Broker for the benefit and use of Broker, Associate-Licensee, and other licensees associated with Broker. Broker shall make available to Associate-Licensee, equally with other licensees associated with Broker, all current listings in Broker's office, except any listing which Broker may choose to place in the exclusive servicing of Associate-Licensee or one or more other specific licensees associated with Broker. Associate-Licensee shall provide and pay for all professional licenses, supplies, services, and other items required in connection with Associate-Licensee's activities under this Agreement, or any listing or transaction, without reimbursement from Broker except as required by law. Associate-Licensee shall work diligently and with his/her best efforts: (i) sell, exchange, lease, or rent properties listed with Broker or other cooperating Brokers; (ii) solicit additional listings, clients, and customers; and (iii) otherwise promote the business of serving the public in real estate transactions to the end that Broker and Associate-Licensee may derive the greatest benefit possible, in accordance with law. Associate-Licensee shall not commit any unlawful act under federal, state or local law or regulation while conducting licensed activity. Associate-Licensee shall at all times be familiar, and comply, with all applicable federal, state and local laws, including, but not limited to, anti-discrimination laws and restrictions against the giving or accepting a fee, or other thing of value, for the referral of business to title companies, escrow companies, home inspection companies, pest control companies and other settlement service providers pursuant to the California Business and Professions Code and the Real Estate Settlement Procedures Acts (RESPA). Broker shall make available for Associate-Licensee's use, along with other licensees associated with Broker, the facilities of the real estate office operated by Broker at 2700 Pacific Coast Hwy, Torrance, CA 90505 and the facilities of any other office locations made available by Broker pursuant to this Agreement.

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Broker's Initials () ()

Associate-Licensee's Initials () ()

Reviewed by Date



5. **PROPRIETARY INFORMATION AND FILES:** (A) files and documents pertaining to listings, leads and transactions are the property of Broker and shall be delivered to Broker by Associate-Licensee immediately upon request or termination of this Agreement. (B) Associate-Licensee acknowledges that Broker's method of conducting business is a protected trade secret. (C) Associate-Licensee shall not use to his/her own advantage, or the advantage of any other person, business, or entity, except as specifically agreed in writing, either during Associate-Licensee's association with Broker, or thereafter, any information gained for or from the business, or files of Broker.

6. **SUPERVISION:** Associate-Licensee, within 24 hours (or _____) after preparing, signing, or receiving same, shall submit to Broker, or Broker's designated licensee: (i) All documents which may have a material effect upon the rights and duties of principals in a transaction, (ii) Any documents or other items connected with a transaction pursuant to this Agreement in the possession of or available to; Associate-Licensee and, (iii) All documents associated with any real estate transaction in which Associate-Licensee is a principal.

7. **TRUST FUNDS:** All trust funds shall be handled in compliance with the Business and Professions Code, and other applicable laws.

8. **COMPENSATION:**

A. **TO BROKER:** Compensation shall be charged to parties who enter into a listing or other agreements for services requiring a real estate license: as shown in "Exhibit A" attached, which is incorporated as a part of this Agreement by reference, or as follows: Company portion of the commission will be based on the actual commission/charge fees, but not less than 2.5% per side.

Any deviation which is not approved in writing in advance by Broker, shall be: (1) deducted from Associate-Licensee's compensation, if lower than the amount or rate approved above; and, (2) subject to Broker approval, if higher than the amount approved above. Any permanent change in commission schedule shall be disseminated by Broker to Associate-Licensee.

B. **TO ASSOCIATE-LICENSEE:** Associate-Licensee shall receive a share of compensation actually collected by Broker, on listings or other agreements for services requiring a real estate license, which are solicited and obtained by Associate-Licensee, and on transactions of which Associate-Licensee's activities are the procuring cause, as follows:

as shown in "Exhibit B" attached, which is incorporated as a part of this Agreement by reference, or other: Associate will start at the 65% program based on "Exhibit B" after graduating from the Journey to Mastery Program. Associate will start each year thereafter based on the terms and conditions in "Exhibit B".

C. **PARTNERS, TEAMS, AND AGREEMENTS WITH OTHER ASSOCIATE-LICENSEES IN OFFICE:** Associate-Licensee and one or more other Associate-Licensees affiliated with Broker participate on the same side (either listing or selling) of a transaction, the commission allocated to their combined activities shall be divided by Broker and paid to them according to their written agreement. Broker shall have the right to withhold total compensation if there is a dispute between associate-licensees, or if there is no written agreement, or if no written agreement has been provided to Broker.

D. **EXPENSES AND OFFSETS:** If Broker elects to advance funds to pay expenses or liabilities of Associate-Licensee, or for an advance payment of, or draw upon, future compensation, Broker may deduct the full amount advanced from compensation payable to Associate-Licensee on any transaction without notice. If Associate-Licensee's compensation is subject to a lien, garnishment or other restriction on payment, Broker shall charge Associate-Licensee a fee for complying with such restriction.

E. **PAYMENT:** (i) All compensation collected by Broker and due to Associate-Licensee shall be paid to Associate-Licensee, after deduction of expenses and offsets, immediately or as soon thereafter as practicable, except as otherwise provided in this Agreement, or a separate written agreement between Broker and Associate-Licensee. (ii) Compensation shall not be paid to Associate-Licensee until both the transaction and file are complete. (iii) Broker is under no obligation to pursue collection of compensation from any person or entity responsible for payment. Associate-Licensee does not have the independent right to pursue collection of compensation for activities which require a real estate license which were done in the name of Broker. (iv) Expenses which are incurred in the attempt to collect compensation shall be paid by Broker and Associate-Licensee in the same proportion as set forth for the division of compensation (paragraph 8(B)). (v) If there is a known or pending claim against Broker or Associate-Licensee on transactions for which Associate-Licensee has not yet been paid, Broker may withhold from compensation due Associate-Licensee on that transaction amounts for which Associate-Licensee could be responsible under paragraph 14, until such claim is resolved. (vi) Associate-Licensee shall not be entitled to any advance payment from Broker upon future compensation.

F. **UPON OR AFTER TERMINATION:** If this Agreement is terminated while Associate-Licensee has listings or pending transactions that require further work normally rendered by Associate-Licensee, Broker shall make arrangements with another associate-licensee to perform the required work, or Broker shall perform the work him/herself. The licensee performing the work shall be reasonably compensated for completing work on those listings or transactions, and such reasonable compensation shall be deducted from Associate-Licensee's share of compensation. Except for such offset, Associate-Licensee shall receive the compensation due as specified above.

9. **TERMINATION OF RELATIONSHIP:** Broker or Associate-Licensee may terminate their relationship under this Agreement at any time, with or without cause. After termination, Associate-Licensee shall not solicit: (i) prospective or existing clients or customers based upon company-generated leads obtained during the time Associate-Licensee was affiliated with Broker; (ii) any principal with existing contractual obligations to Broker; or (iii) any principal with a contractual transactional obligation for which Broker is entitled to be compensated. Even after termination, this Agreement shall govern all disputes and claims between Broker and Associate-Licensee connected with their relationship under this Agreement, including obligations and liabilities arising from existing and completed listings, transactions, and services.

Broker's Initials (_____) (_____)

Associate-Licensee's Initials (_____) (_____)

Reviewed by _____ Date _____



10. DISPUTE RESOLUTION:

A. Mediation:Mediation is recommended as a method of resolving disputes arising out of this Agreement between Broker and Associate-Licensee.

B. Arbitration:All disputes or claims between Associate-Licensee and other licensee(s) associated with Broker, or between Associate-Licensee and Broker, arising from or connected in any way with this Agreement, which cannot be adjusted between the parties involved, shall be submitted to the Association of REALTORS® of which all such disputing parties are members for arbitration pursuant to the provisions of its Bylaws, as may be amended from time to time, which are incorporated as a part of this Agreement by reference. If the Bylaws of the Association do not cover arbitration of the dispute, or if the Association declines jurisdiction over the dispute, then arbitration shall be pursuant to the rules of California law. The Federal Arbitration Act, Title 9, U.S. Code, Section 1, et seq., shall govern this Agreement.

11. AUTOMOBILE: Associate-Licensee shall maintain automobile insurance coverage for liability and property damage in the following amounts \$ 100,000.00 /\$ 300,000.00 . Broker shall be named as an additional insured party on Associate-Licensee's policies. A copy of the endorsement showing Broker as an additional insured shall be provided to Broker.

12. PERSONAL ASSISTANTS:Associate-Licensee may make use of a personal assistant, provided the following requirements are satisfied. Associate-Licensee shall have a written agreement with the personal assistant which establishes the terms and responsibilities of the parties to the employment agreement, including, but not limited to, compensation, supervision and compliance with applicable law. The agreement shall be subject to Broker's review and approval. Unless otherwise agreed, if the personal assistant has a real estate license, that license must be provided to the Broker. Both Associate-Licensee and personal assistant must sign any agreement that Broker has established for such purposes.

13. OFFICE POLICY MANUAL: Broker's office policy manual, now or as modified in the future, conflicts with or differs from the terms of this Agreement, the terms of the office policy manual shall govern the relationship between Broker and Associate-Licensee.

14. INDEMNITY AND HOLD HARMLESS:Associate-Licensee agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, awards, costs and attorney's fees, arising from any action taken or omitted by Associate-Licensee, or others working through, or on behalf of Associate-Licensee in connection with services rendered or to be rendered pursuant to this Agreement. Any such claims or costs payable pursuant to this Agreement, are due as follows:

- Paid in full by Associate-Licensee, who hereby agrees to indemnify and hold harmless Broker for all such sums, or
- In the same ratio as the compensation split as it existed at the time the compensation was earned by Associate-Licensee
- Other: Any claims not covered by E & O Insurance shall be paid in full by Associate-Licensee, who hereby agrees to indemnify and hold harmless Broker for all such sums.

Payment from Associate-Licensee is due at the time Broker makes such payment and can be offset from any compensation due Associate-Licensee as above. Broker retains the authority to settle claims or disputes, whether or not Associate-Licensee consents to such settlement.

15. ADDITIONAL PROVISIONS:Company portion will be based on your current commission split at the time of the sale on all agent owned property. Company portion will be waived on sale side only on primary residence purchases after agent has graduated from Journey to Mastery Program.

16. DEFINITIONS:As used in this Agreement, the following terms have the meanings indicated:

- (A) "Listing" means an agreement with a property owner or other party to locate a buyer, exchange party, lessee, or other party to a transaction involving real property, a mobile home, or other property or transaction which may be brokered by a real estate licensee, or an agreement with a party to locate or negotiate for any such property or transaction.
- (B) "Compensation" means compensation for acts requiring a real estate license, regardless of whether calculated as a percentage of transaction price, flat fee, hourly rate, or in any other manner.
- (C) "Transaction" means a sale, exchange, lease, or rental of real property, a business opportunity, or a manufactured home, which may lawfully be brokered by a real estate licensee.

17. ATTORNEY FEES:In any action, proceeding, or arbitration between Broker and Associate-Licensee arising from or related to this Agreement, the prevailing Broker or Associate-Licensee shall be entitled to reasonable attorney fees and costs.

18. ENTIRE AGREEMENTAll prior agreements between the parties concerning their relationship as Broker and Associate-Licensee are incorporated in this Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final and complete expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement may not be amended, modified, altered, or changed except by a further agreement in writing executed by Broker and Associate-Licensee.

Broker:

Larry Moore & Associates Inc., Realtors
 (Brokerage firm name)
 By _____
 Its Broker Office manager (check one)

 (Print name)

 (Address)

 (City, State, Zip)

 (Telephone) (Fax)

Associate-Licensee:

 (Signature)
Sample

 (Print name)

 (Address)

 (City, State, Zip)

 (Telephone) (Fax)

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This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



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 525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



Exhibit B

EXTENDED COMMISSION SCHEDULE

JOURNEY TO MASTERY

Once agent graduates from the Journey to Mastery (JTM) program, (3 closed buyer sides and 3 closed listing sides) the commission base will start at the 65% commission level and all income from this point forward will go towards the increase in the commission split. Prior to graduation, the 4th closed sale or listing will be paid at the 65% level.

Journey to Mastery Program commission is 45% to Agent; upon graduation from the Journey to Mastery Training Program (3 closed buyer sides and 3 closed listing sides), agent will join a Moore & Associates office and will be paid based on the Extended Commission Schedule starting at 65%.

After JTM Graduation

AGENT NET INCOME

% TO AGENT

\$ 0 - 10,000.00	65%
\$10 - 20,000.00	70%
\$20 - 30,000.00	75%
\$30 - 50,000.00	80%
\$50 - 70,000.00	85%
\$70 - 100,000.00	90%
\$100,000.00 +	95%

(COMMISSION PERCENTAGES ARE CALCULATED AFTER 5% OFF THE TOP)

COMMISSION BEGINNING EACH YEAR

Those agents who collect \$30,000.00, 1099 income to agent, or more on the “Split Programs” will start the calendar year at the 80% level. In any calendar year, during which, the agent collects less than \$30,000, the January 1st commission level will be based on the total commission paid to the agent by the close of the prior year.

Signature

Date

Print Name

NEW AGENT INFORMATION SHEET

AGENT LEGAL NAME: _____

ADDRESS: _____

CITY: _____ ZIP: _____

EMAIL ADDRESS: _____

HOME PHONE: _____ CELL PHONE: _____

PAGER #: _____ OK TO PUBLISH MY HOME # _____
CELL # _____ PAGER # _____

BIRTHDAY: _____ SPOUSE NAME: _____

DRIVER LICENSE # _____ EXPIRATION: _____

REAL ESTATE LICENSE # _____ EXP: _____ TYPE: _____

START DATE: _____ GOAL INCOME \$ _____

SOCIAL SEC. #: _____ RECRUITMENT SOURCE: _____

SECRETARY/ASSISTANT: YES NO LICENSED: # _____

OFFICE NUMBERS:

COPY MACHINE: _____ (LAST 4 DIGIT SOCIAL SECURITY)
PHONE CODE TO DIAL OUT _____ (LAS 4 DIGIT SOCIAL SECURITY)
EXTENSION # _____

I WANT TO BE PAGED WHEN I GET A MESSAGE ON VOICE MAIL []

PAGER # _____

T – SHIRT SIZE: _____



MINUTEMAN PRESS®

1820 W. Carson Street, Suite 201
Torrance, CA 90501
Ph. (310) 328.3055 Fx. (310) 328.6734



BUSINESS CARD ORDER SHEET

Please PRINT all information Clearly and Legible.

Your Name: _____ Address: _____

Your Title: _____

Phone 1: _____ Email: _____

Phone 2: _____ Other Information: _____

Other Cell or Pager: _____

Fax: _____

Logo Selection Circle Choice(s)

Standard Business Card



Joe S. Realtor

Realtor Associate

Bus: 310.123.4567, Ext. 013
Fax: 310.456.7890
Cell: 310.456.7890

Email: name@mooreandassoc.com

2615 Pacific Coast Hwy., #100
Hermosa Beach, CA 90254

Standard Photo Business Card



John T. Jones

Realtor® Associate

Residential - Commercial

Office: (310) 326-9383 x 316
Direct: (310) 903-3437

Email: jjones@mooreandassoc.com

Think Real Estate, Think Jones



Full Bleed Photo Business Card



James T. Smith

Realtor Associate

Direct: (310) 703-0452



Office: (310) 326-9383
Fax: (310) 326-2969
Email: jamesSmith@aol.com

2700 Pacific Coast Hwy.
Torrance, CA 90505



- Pricing -

Stlye	500 Matte/Gloss	1,000 Matte/Gloss
Standard BC	\$40 / \$45	\$60 / \$65
Standard Photo BC	\$50 / \$55	\$70 / \$75
Full Bleed Photo BC	\$60 / \$65	\$80 / \$85

Picture Taking - \$15.00

* Setup - \$16.50

* 1 Time Setup Charge - \$16.50 on all cards except standard Moore Business Card.

** Other specialty cards available, please call or stop by for anything other than these styles shown here .

1. Business Hours are 8:30 - 5:30 Monday - Friday.
2. Production schedules are based on a 5 Business day turnaround, unless otherwise specified and agreed to by both Minuteman Press and customer.
3. Turnaround time is based on the proof being signed, approved and received by Minuteman Press. Only when proof is signed and received will we begin printing.
4. All orders that have to be reprinted due to customer's error, will be charged a minimum 50% RE-DO FEE plus the cost of the original order.
5. Artwork quote based on Standard Business Card Setup other design charges may apply.

MOORE & ASSOCIATES INC., REALTORS
CREDIT CARD FORM

2700 PACIFIC COAST HWY,
TORRANCE, CA 90505
TELEPHONE (310) 326-2118 FAX (310) 530-0448

****INCLUDE PHOTOCOPY OF CREDIT CARD, FRONT & BACK****

THE FOLLOWING IS MY CREDIT CARD INFORMATION FOR MOORE & ASSOCIATES INC., REALTORS
TO HAVE ON FILE WITH THE UNDERSTANDING THAT ALL INFORMATION WILL BE KEPT
CONFIDENTIAL.

MOORE & ASSOCIATES WILL NOT CHARGE ON ASSOCIATE'S CREDIT CARD WITHOUT THE
EXPRESSED AUTHORIZATION BY ASSOCIATE FOR EACH TRANSACTION.

CREDIT CARD # _____
MASTER CARD (OR) VISA (PLEASE CIRCLE ONE)

EXPIRATION DATE _____

CARDHOLDERS NAME _____

CARDHOLDERS ZIP CODE _____

CREDIT CARDHOLDERS
SIGNATURE _____

DATE _____

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> </tr> </table>							
or							
Employer identification number							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> </tr> </table>							

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

- 9. A futures commission merchant registered with the Commodity Futures Trading Commission;
- 10. A real estate investment trust;
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
- 12. A common trust fund operated by a bank under section 584(a);
- 13. A financial institution;
- 14. A middleman known in the investment community as a nominee or custodian; or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see Limited liability company (LLC) on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see Exempt from backup withholding on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



**APPLICATION FOR
REALTOR® AND/OR MLS MEMBERSHIP**

TYPE OF APPLICATION

1. I apply for the following categories of membership (check all applicable boxes):
- | | |
|----------------------------------------------|----------------------------------------------------|
| <input type="checkbox"/> Principal REALTOR® | <input type="checkbox"/> MLS Broker Participant |
| <input type="checkbox"/> REALTOR-ASSOCIATE® | <input type="checkbox"/> MLS Appraiser Participant |
| <input type="checkbox"/> Designated REALTOR® | <input type="checkbox"/> MLS Subscriber |

GENERAL INFORMATION

2. Name (as it appears on your license): _____
3. Name (as you wish it to appear on roster): _____
4. Firm Name: _____
5. Firm Address: _____
(street) (city) (state) (zip)
6. Firm Telephone Number: _____ Firm Fax Number: _____
7. List all other dba's: _____

8. Home Address: _____
(street) (city) (state) (zip)
9. Home Telephone Number: _____ Home Fax Number : _____
10. Which do you want as the primary Mailing address? Firm Home
11. Social Security #: _____ Driver's License #: _____ Birth date : ____ / ____ / ____
E-mail Address: _____ URL or Web Site: _____
12. DRE License #: _____ OREA Appraisers License #: _____
Type: Broker Certified General
 Salesperson Certified Residential
 Corporate Licensed
Expiration Date: _____ Expiration Date: _____
13. Professional Designations: GRI CRS Other(s) (please Specify): _____
14. Primary Specialty: Residential Brokerage Property Management
 Commercial/Industrial Brokerage Appraising
 Farm and Land Brokerage Mortgage Financing
 Building and Development Other(s) (please specify): _____
15. List all Boards/Associations of REALTORS® to which you **CURRENTLY BELONG TO** as a REALTOR®, REALTOR-ASSOCIATE® OR MLS Participant or Subscriber: _____

List all Boards/Associations of REALTORS® to which you **PREVIOUSLY BELONGED TO** as a REALTOR®, REALTOR-ASSOCIATE® OR MLS Participant or Subscriber: _____

16. Persons other than principals, partners, corporate officers or branch office managers of real estate or appraisal firms must remain employed by or affiliated with a Designated REALTOR® to be eligible for REALTOR® membership. Persons other than principals, partners, corporate officers or branch office managers of real estate or appraisal firms who hold a valid California real estate broker's license must remain employed by or affiliated with a MLS Broker Participant or MLS Appraiser Participant of the MLS in order to join as MLS Subscriber. If applicable, please complete below:

Name of Designated REALTOR®: _____
Designated REALTOR® DRE License #: _____

Name of MLS Broker or Appraiser Participant: _____
MLS Broker or Appraiser Participant DRE or OREA License #: _____

17. **DESIGNATED REALTOR®/MLS BROKER AND APPRAISER PARTICIPANT APPLICANTS ONLY.** Designated REALTOR® and MLS Broker and Appraiser Participant applicants must provide the Board/Association a list of licensees employed by or affiliated with them and must also regularly update the Board/Association on any changes, additions, or deletions from the list. On a separate sheet or form, please list all licensees under your license, including their name, the type of license, and their DRE or OREA license #.

18. I am a (check the applicable boxes):
- | | |
|--------------------------------------------|------------------------------------------------|
| <input type="checkbox"/> sole proprietor | <input type="checkbox"/> general partner |
| <input type="checkbox"/> corporate officer | <input type="checkbox"/> branch office manager |

19. If you checked any box in question 18, you must answer the following:

- a. Are you or your firm subject to any pending bankruptcy proceedings?
 Yes No
- b. Have you or your firm been adjudged bankrupt within the last three (3) years?
 Yes No
If you answered yes to (a) or (b), you may be required to make cash payments for membership dues and MLS fees.
- c. I certify that I have no record of official sanctions rendered by the courts or other lawful authorities within the past three (3) years for violations of:
- | | | |
|-----------------------------------------------------|------------------------------------------|------------------------------------------------|
| (i) civil rights laws | <input type="checkbox"/> Yes, I certify. | <input type="checkbox"/> No, I cannot certify. |
| (ii) real estate licensing laws | <input type="checkbox"/> Yes, I certify. | <input type="checkbox"/> No, I cannot certify. |
| (iii) other laws prohibiting unprofessional conduct | <input type="checkbox"/> Yes, I certify. | <input type="checkbox"/> No, I cannot certify. |
- If you could not certify any of the above, please attach additional sheets with all relevant details about the violation(s), including the date(s), type of violation(s), and a copy of the discipline, if any.

20. Have you been disciplined by any of the above Boards/Associations or MLS listed in question 15?
 Yes. If yes, attach copies of the discipline.
 No.

21. Have you ever been disciplined by the DRE?
 Yes. If yes, provide all relevant details and dates (or attach copies of discipline).
 No.

GENERAL TERMS AND CONDITIONS OF MEMBERSHIP

- Bylaws, policies and rules.** I agree to abide by the bylaws, policies and rules of the Board/Association, the bylaws, policies and rules of the California Association of REALTORS®, and the constitution, bylaws, policies and rules of the National Association of REALTORS®, all as may from time to time be amended.
- Use of the term REALTOR®.** I understand that the professional designation REALTOR® is federally registered trademarks of the National Association of REALTORS® ("N.A.R.") and use of these designations is subject to N.A.R. rules and regulations. I agree that I cannot use these professional designations until this application is approved, all my membership requirements are completed, and I am notified of membership approval in one of these designations. I further agree that should I cease to be a REALTOR®, I will discontinue use of the term REALTOR® in all certificates, signs, seals or any other medium.
- Orientation.** I understand that if the Board/Association or the MLS requires orientation, I must attend such orientation prior to becoming a member of the Board/Association or MLS. **All members are required to attend an Association Orientation in accordance with the Bylaws for membership in the South Bay Association of REALTORS® after joining.** These sessions are designed to inform you about the background of the Association, its Rules and Regulations, the Code of Ethics, Arbitration, Mediation, Professional Standards Procedures, and Multiple Listing Service Rules and Regulations. You will be notified by mail of the next scheduled orientation.
- No refund.** I understand that my Board/Association membership dues and MLS fees are non-refundable. In the event I fail to maintain eligibility for membership or for MLS Services for any reason, I understand I will not be entitled to a refund of my dues or fees.
- Authorization to release and use information; waiver.** I authorize the Board/Association or its representatives to verify any information provided by me in this application by any method including contacting the California Department of Real Estate, my current or past responsible broker or designated REALTOR®, or any Board/Association or MLS where I held, or continue to hold, any type of membership. I further authorize any Board/Association or MLS where I held, or continue to hold, any type of membership to release all my membership or disciplinary records to this Board/Association, including information regarding (i) all final findings of Code of Ethics violations or other membership duties within the past three (3) years; (ii) pending ethics complaints (or hearings); (iii) unsatisfied discipline pending; (iv) pending arbitration requests (or hearings); and (v) unpaid arbitration awards or unpaid financial obligations. I understand that any information gathered under this authorization may be used in evaluating my application for membership and future disciplinary sanctions. I waive any legal claim or cause of action against the Board/Association, its agents, employees or members including, but not limited to, slander, libel or defamation of character, that may arise from any action taken to verify, evaluate or process this application or other use of the information authorized and released hereunder.
- Permission to communicate.** By signing below, I expressly authorize the Association, including the local, state and national, or their subsidiaries or representatives to fax, e-mail, telephone or send by U.S. Mail to me, at the fax numbers, e-mail, telephones and addresses above, material advertising the availability of or quality of any property, goods or services offered, endorsed or promoted by the Association.



22833 Arlington Ave. Torrance, CA 90501

Phone 310-326-3010
Fax 310-325-7451
www.SouthBayAoR.com
Info@southbayaor.com

Credit Card Authorization Form New Member

Applicant Name	Last _____	First _____		
I authorize my	Master _____ /	Visa _____ /	Amex _____ /	Discover _____
To be charged the amount of	\$ _____			
Card Number	_____	Exp	____/____	
_____	Cardholder Signature	Date	____/____/____	

Before Submitting make sure you have:

- 1. Application for membership completely filled out and signed by broker
- 2. Copy of Department of Real Estate License
- 3. Copy of California ID or Drivers License
- 4. Payment

Office Use Only
Capture # _____
Date _____/____/____
Notes _____



SALESPERSON CHANGE APPLICATION

RE 214 (Rev. 10/03)

- ✓ This form is to be used by salesperson's only. Broker-salesperson's must use RE 204.
- ✓ **Read instructions on reverse side before completing.**
- ✓ **Note:** License changes with an asterisk may be completed on-line. (Refer to information on page 2.)

- TYPE OF CHANGE** [Check appropriate box(es)]
- | | |
|-------------------------------------------------------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> SPONSORING BROKER/CORP.* | <input type="checkbox"/> MAILING ADDRESS* |
| <input type="checkbox"/> EMPLOYMENT DISCONTINUED | <input type="checkbox"/> ACTIVATION* |
| <input type="checkbox"/> PERSONAL NAME | |
| <input type="checkbox"/> ISSUE DUPLICATE LICENSE* — \$10 (See "Duplicate License" on reverse.) | |

SALESPERSON INFORMATION		Received Date
<p>1. LICENSE IDENTIFICATION NUMBER <i>DRE USE ONLY</i></p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<p>2. DO YOU WANT YOUR NAME AND ADDRESS TO BE ON MAILING LISTS?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>	
<p>3. SALESPERSON'S NAME — AS IT APPEARS ON LICENSE. — LAST, FIRST, MIDDLE</p>		
<p>4. SALESPERSON'S NEW NAME (IF CHANGING) — LAST, FIRST, MIDDLE (See instructions on reverse side; sign line #11 with <i>new</i> name.)</p>		
<p>5. SALESPERSON'S MAILING ADDRESS — STREET ADDRESS/P.O. BOX, CITY, STATE, ZIP CODE</p>		
<p>6. DO YOU RESIDE IN CALIFORNIA?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO IF NO, AN "RE 234" MUST BE ON FILE WITH THIS DEPARTMENT. SEE REVERSE SIDE.</p>		

7. SOCIAL SECURITY NO. (REQUIRED)	8. SALES. LICENSE EXPIRATION DATE <small>MONTH DAY YEAR</small>	9. BUSINESS TELEPHONE NUMBER	10. RESIDENCE TELEPHONE NUMBER
-----------------------------------	------------------------------------------------------------------------------	------------------------------	--------------------------------

SALESPERSON CERTIFICATION

I HEREBY CERTIFY THAT A) THE INFORMATION ON THIS FORM IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, B) I HAVE COMPLIED WITH §10161.8(C) AND (D) OF THE BUSINESS AND PROFESSIONS CODE, AND C) I HAVE GIVEN NOTICE OF TERMINATION OF EMPLOYMENT TO THE BROKER IDENTIFIED ON LINE #22.

11. SIGNATURE OF SALESPERSON — MUST BE ORIGINAL SIGNATURE, NOT PHOTOCOPY, ETC.	DATE
--------------------------------------------------------------------------------	------

NEW SPONSORING BROKER/CORPORATION INFORMATION

12. BROKER/CORPORATION ID NO. <i>DRE USE ONLY</i>	13. SALESPERSON EMPLOYMENT DATE <i>DRE USE ONLY</i>
14. BROKER/CORPORATION NAME — AS IT APPEARS ON LICENSE; NO DBA'S	

15. MAIN OFFICE ADDRESS OF BROKER/CORP. — STREET ADDRESS, CITY, STATE, ZIP CODE

EMPLOYING BROKER CERTIFICATION

I HEREBY CERTIFY THAT A) THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND B) THERE IS A WRITTEN AGREEMENT WITH THIS SALESPERSON ON FILE IN MY OFFICE AS REQUIRED BY §2726 OF THE COMMISSIONER'S REGULATIONS.

16. SIGNATURE OF NEW BROKER/LICENSED OFFICER — MUST BE ORIGINAL SIGNATURE, NOT PHOTOCOPY, ETC.	DATE	
17. PRINTED NAME OF #16 SIGNER	18. BROKER/CORP. EXPIRATION DATE	19. BUSINESS TELEPHONE NUMBER

FORMER BROKER/CORPORATION INFORMATION

20. BROKER/CORPORATION ID NO.	21. DATE SALESPERSON TERMINATED
22. BROKER/CORPORATION NAME — AS IT APPEARS ON LICENSE; NO DBA'S	

23. SIGNATURE OF FORMER BROKER/LICENSED OFFICER	DATE
-------------------------------------------------	------

FOR DRE USE ONLY

PROC. #	DATE PROCESSED	SENDER'S #	DATE SENT	FORM LETTER/COMMENTS	DOCUMENT DATE USED & TYPE (circle one) RD AD KD
---------	----------------	------------	-----------	----------------------	--------------------------------------------------------

Memo

To:

From: Moore & Associates Administration

Date:

Re: Your **E-Mail** Account with Moore & Associates Inc.,
Realtors

You now have access to E-mail with Moore & Associates. Here is the information you need to access the Moore & Associates Intranet and your email account. Connect to the internet go to www.mooreandassoc.com and click on the agent login button on Moore & Associates website.

Your new E-mail address and User Name is the first letter of your first name combined with your last name:

Example:

lmoore@mooreandassoc.com

In order to open your e-mail and access the Moore and Associates Intranet you will need to put in your username, password and company name. Then click on webmail. You will see all incoming emails unless it has been forwarded to another email address.

Username: lmoore

Password: 1441

Company: moore

Your password for all company codes including your email account will be the last four digits of your social security number.

Be sure to check the Moore & Associates Intranet regularly and take advantage of the many useful tools that are available to you. Such as, the Moore & Associates and National "Do Not Call List" and database, all company forms and presentation pieces, complete office rosters, weekly meeting minutes, agent and company message board, email and much, much more.

At Your Service,

Moore & Associates Administration Office

**MOORE &
ASSOCIATES
INC.,
REALTORS
AGENT
WEB PAGE**

Information Sheet

First Name: _____ Last Name: _____

Title Line: _____

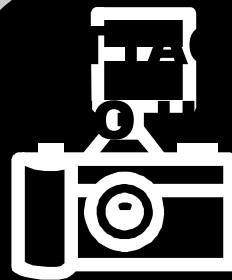
Opening Paragraph: (Highlight what you do)

Tell about yourself, the services you provide: (If you have a presentation piece please attach).

List up to 6 cities you work in:

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

PLEASE ATTACH YOUR



Moore
&
Associates, Inc.
Mission Statement
&
Agent Policy
Manual



QUANTUM
MANAGEMENT
SYSTEMS

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Douglas M. Yeaman
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MISSION STATEMENT

The goal of Moore & Associates Inc., Realtors is to build and maintain a company with a solid reputation for the highest standards of professionalism, performance, and cooperation in the real estate industry.

The Moore & Associates Leadership Team seeks to provide an atmosphere that attracts and retains the South Bay's finest agents, who hold these standards in high regard, with clients' best interest in mind. By providing our agents with maximum leadership support and the best possible work environment, the client can expect optimum service that is efficient and reliable.

Moore & Associates is a company that values integrity, ethics, family, camaraderie and teamwork. We are at the forefront of knowledge and experience by continually educating as well as mentoring our agents and employees to the highest standards available.

Moore & Associates continues to have the distinction of being the best Real Estate Company in the South Bay since 1982.

Welcome new Associate!

On behalf of your colleagues, I welcome you to Moore & Associates and wish you every success here.

We believe that each Associate (licensee) contributes directly to Moore & Associates reputation and success, and we know that you will take pride in being a member of our team.

This handbook was developed to describe some of the expectations of our Associates and to outline the policies, programs, standards and benefits available to you. Associates should familiarize themselves with the contents of this handbook as soon as possible, for it will answer many questions about our magnificent company.

We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome!

Sincerely,

Larry Moore

**Larry Moore
President**



**QUANTUM
MANAGEMENT
SYSTEMS**

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Pre-License

Post-License

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ADVERTISING

There are three reasons that Moore & Associates chooses to advertise property:

- 1) To generate buyer calls
- 2) For institutional purposes i.e. company recognition and
- 3) To maintain client satisfaction

The company will provide advertising to fulfill the first two reasons mentioned above, which are to encourage buyers to call and to promote the company. At a discounted rate, but at their own expense, agents have the option to run ads to assure that sellers are please with the company's efforts to get their properties sold.

Moore & Associates will pay for regular advertising, which are selected from agent-submitted ads that meet the following guidelines:

- 1) Submitted prior to deadlines,
- 2) Do not go beyond maximum length of lines,
- 3) Ads are well written and in good content,
- 4) Ads are not duplicated from prior weeks,
- 5) Properties located within South Bay regional MLS area,
- 6) Prices reduced at a minimum of 60 days,
- 7) Price and MLS numbers are included, and
- 8) Ads will not include addresses, agent's name, home numbers or extension numbers.
- 9) No company ads for Mobile Homes or Business Opportunities.

Ads not meeting the above guidelines will be returned to the agent, however may be run at his/her expense. The agent will be responsible for calling the publication to place the ad, which may be paid by credit card or by mailing a check to the publication before the date of publication.

Any rental ads and leases that are not listed properties must run with the agent's home phone numbers and at the agent's expense. If your home answering machine refers call to the office, be sure that your message states that you are the only person with the rental information.

ANTITRUST COMPLIANCE POLICY

It is the policy of Moore & Associates that no antitrust violation will be tolerated. Any violation of the antitrust laws or of the office's preventative antitrust policies will result in immediate termination.

1. No office member will discuss real estate commission rates with an individual from a competitor's office or with any other licensee outside of the firm. Commission should only be discussed with individuals within the office or with the client in the course of discussing or negotiating a listing agreement.

2. Outside the office, licensees may only discuss commission splits in the capacity of the office offering the split (usually the cooperating office) in a given transaction. Licensees should not discuss the total commission of the listing with the competitor, only the amount he or she is to offer or receive.
3. If negotiating a commission split with another office, licensees should avoid referring to what they USUALLY offer in terms of commission split or using any other language that could infer an invitation for the other office to conform their prices or commission splits to Moore & Associates.
4. No office member should discuss or disparage the service of a competitor. When asked about a competitor's services by a potential client, the office member should stress the positive aspects about our services and invite a comparison. This is the professional approach. If someone from another office wishes to discuss a fellow competitor's practice, you should leave immediately.
5. No office member should refer to "CUSTOMARY or GOING or USUAL" rate of commission or split when comparing this office's commission with another. Such words may leave the impression that there is a conspiracy to fix prices in the area. You may state what this office will charge a potential client for our service. When asked about a commission rate, stress the services that will be rendered for the payment and invite comparison with other Brokers.

If any office member has a question on a particular situation, contact the office Manager before acting. If necessary, the office Manager will consult with an attorney.

AGENT REVIEWS

In order to maintain the highest level of performance and professionalism at Moore & Associates Inc., Realtors, each agent will be reviewed regularly with regard to sales activity level, listings obtained, goal achievement, and general team spirit.

The minimum target goal for each agent is one sale per month, with a minimum annual sales volume of \$5 million. Agents not maintaining these minimum production levels may be required to participate in 30-day action plan programs. The benefits of setting and achieving goals will be shared by each associate and will contribute further to our close family atmosphere and continued record-breaking success!

AGENT VACATIONS

Use the sign out sheet, which is at the front desk if leaving town overnight or longer. Designate a back-up agent or a forwarding phone number in case of emergency business. No exceptions! Also, we recommend that you use the agent-to-agent commission agreement.

ASSOCIATE AUTO INSURANCE COVERAGE

Due to the increased risk of client lawsuits from automobile injuries, we are requiring a certificate of insurance naming Moore & Associates Inc., Realtors as additionally insured. Please provide certification to the administration department that your coverage includes a minimum of:

\$100,000 per person,
\$300,000 each occurrence,
\$ 50,000 property damage, or
\$300,000 combined single limit.

ATTORNEY CORRESPONDENCE

If a Moore Associate is contacted by an attorney, the agent may not provide information (verbal or written), documents, copies or documents or converse with the attorney on any level prior to having the issue and subsequent responses reviewed and approved by Management.

While it is not our company policy to be uncooperative, it is best to thoroughly assess the full consequences of our actions prior to the exchange of information. Please remember that anything you say to an attorney may be held against you in future legal actions.

BUSINESS CARDS

For maximum company impact all business cards must conform to the existing format. Business cards are ordered from Minute Man Press at (310) 328-3055 or Beyondee Corp at (877) 333-9988. Please refer to the order forms which can be found in the forms drawers in each office.

The Moore & Associates logo must be on all agent business cards and follow the standards Management has set forth. The color of the logo must be pantone 234 and be no smaller than 31/4 inches in length.

CARAVAN

Immediately following the weekly sales meeting on Wednesday is the caravan of new listings. Caravan is recommended for all and required for those who are on the floor schedule. Please schedule your appointments accordingly. In order for the caravan to flow smoothly, listing agents of the caravaned properties should either be present or have an assigned substitute agent with keys and directions. If you

have a property you wish to be caravanned, submit the address, number of bedrooms and baths, sq. ft, price, cross streets and your name on the caravan request sheet by Tuesday at 12:00 p.m.

CARAVAN GUIDELINES

1. Listing agent or an agent that has been designated by the listing agent will drive; leading the caravan to the agent's listed property.
2. Agents will be notified when their properties will not be on Wednesday's caravan.
3. The caravan is a weekly activity and is a requirement to be included on floor time schedule!!
4. In fairness to other listing agents, the listing agent is to participate in the **entire** caravan.

COMMISSION CHECKS

Moore & Associates goal is to provide expedient issuing of commission checks! If you follow the guidelines you will be paid on time!

Management must review Sale files five days prior to the close of escrow date. All items on the Report of Sale form must be complete at this time except for the Closing Statement and Termite Completion. **Any other exceptions must include a written explanation. Your file must speak for itself in a court of law.**

Before putting your file in management's box for approval, please make sure your file is in order as indicated on the "Report of Sale" checklist.

A completed file with a commission check, received by Management and approved prior to 12:00 pm on a business day will be sent to the Administration office for processing and paid to the agent the next business day after 3:00 PM.

Any completed files with commission checks received by Management after 12:00 pm will be paid after 3:00 pm on the second business day. Agent commission checks will be distributed at the agents' office.

Any outstanding charges or "rent-a-desk" fees must be paid prior to issuance of commission checks, or charges will be deducted from the agents check.

COMMISSION PROGRAMS

Both "Rent-A-Desk" and an Accelerated Commission Split program are available. Agents may change programs after 90 days on any program, upon receipt of a 30-day written notice. If this the case, commissions will be paid based on the plan in effect at the time of sale (subject to calendar year adjustments). If an agent changes from "Rent-A-Desk" to an "Accelerated Commission Split, listings taken while on "Rent-A-Desk" selling within 30 days of the commission program change will be paid on

a “Rent-A-Desk” basis. Any listings selling after 30 days from the change will be based on the new split level. In the event, an agent changes from an “Accelerated Commission Split” to “Rent-A-Desk”, listings taken on a split will be paid based on the split whenever they sell during the original listing period.

Desk rent is due on the first of the month. A late charge of \$50.00 will be assessed after the 15th day of the month and the 15th day of each month, thereafter, until paid in full. When “Rent-A-Desk” fees or monthly statements are delinquent by 45 days or more, the Broker reserves the right to adjust commission disbursements to the conventional split program.

Agents changing from the “Rent-A-Desk” program to the Accelerated Split program will start at the commission split level, based on paid year-to-date rent and company portions collected on closed commissions at date of commission change, not on agent commission collected on the “Rent-A-Desk” program. Company portions carried over for 1099 purposes will not apply towards current company portions collected. Private office fees are not included in year to date “Rent-A-Desk” collected figures.

Any 1099 income rolled over to the New Year from previous years closings will not apply to the “Acceleration Commission Split” or the “Rent-A-Desk” programs the following year.

“Rent-A-Desk” is a fee charged to agents to obtain either 90% or 95% of gross commission received by the company.

Minimum commission to Moore & Associates is 2 ½% per side. Commission reductions unless, approved by Manager in writing, will be deducted from agent portion only. This applies to both Accelerated Commission Schedule and Rent-A-Desk programs

ACCELERATED COMMISSION SCHEDULE

AGENT NET INCOME	% TO AGENT
JTM Program	JTM Program
0-10,000	65%
10-20,000	70%
20-30,000	75%
30-50,000	80%
50-70,000	85%
70-100,000	90%
100,000+	95%

Commission percentages are calculated less 5% off the top of the gross commission generated.

COMMISSIONS BEGINNING EACH YEAR

Those agents who collect \$30,000.00, 1099 income to agent, or more on the “Split Programs” will start the calendar year at the 80% level. In any calendar year, during which, the agent collects less than

\$30,000, the January 1st commission level will be based on the total commissions paid to the agent by the close of the prior year.

“RENT-A-DESK” PROGRAM

90% PROGRAM:

\$0-64,999	\$595.00 PER MONTH
\$65,000-\$89,999	\$520.00 PER MONTH
\$90,000-\$124,999	\$470.00 PER MONTH

Over \$125,000 collected income, FREE DESK RENT for the remainder of the calendar year (after 6 months paid fees)

95% PROGRAM:

\$0-79,999	\$795.00 PER MONTH
\$80,000-\$99,999	\$720.00 PER MONTH
\$100,000-\$149,999	\$670.00 PER MONTH

Over \$150,000 collected income, FREE DESK RENT for the remainder of the calendar year (after 6 months paid fees)

COPY MACHINE USE

Each agent will have a five-digit code to access the copy machine. All agents receive 200 copies per month at no charge. Additional copies will be billed at \$.05 cents per copy and will reflect on your monthly statement.

DO NOT CALL LIST

All Moore & Associates agents must first check the Moore & Associates “Do Not Call List” and the National Registry for the “Do Not Call List” before making any unsolicited calls. This includes but is not limited to cold calls and referred business. Unless you currently have a business relationship with the party you are calling, the phone number must be checked first. Moore & Associates has simplified this process by posting a combined list on the *Moore & Associates Intranet*, www.mooreandassoc.com, and agent login. This list includes the “National Do Not Call List” for our local area, along with the Moore & Associates “Do Not Call List”. The area codes included from the National Do Not Call List include: 310, 213, 323, 818, 626, 562, 909, 949, 714. See Management for clarification before making any calls outside these areas.

If an individual wishes to be added to our company "Do Not Call List", you must add them immediately by accessing the *Moore & Associates Intranet* and adding the information under "**Do Not Call**".

The Federal "Do Not Call List" guidelines are posted at each office in the computer room and must be reviewed in its entirety before making any calls.

The Moore & Associates Associate will bear full responsibility for obeying the law and any fines imposed for violations, which are a minimum of \$11,000.00, page 3, item 14 of your contract prevails.

DRESS CODE

It is understood and expected that Moore & Associates representatives will dress in a manner befitting a professional businessperson. Except for very brief visits, Moore & Associates requests that no athletic or beach attire be worn in the office, at sales meetings, or on caravans.

E & O INSURANCE:

It is a requirement that all licensees at Moore & Associates pay for E & O insurance. There is a \$40.00 set up cost and a \$95.00 per transaction cost.

Deductibles will be split between the agent and the company based on the agent's commission split at the time of the incident.

ELECTRONIC DATA DISPLAY AND DISSEMINATION:

Moore & Associates agents are required to utilize I.D.X guidelines provided by N.A.R. in the display of their electronic display dissemination. Management is to approve all websites and/or advertising prior to publishing to the public. Authorized customer copy format through the MLS may be sent to established individual clients but not utilized as advertising unless the listing is the individual agents. If the listing does not belong to the individual agents, the listing agent and/or Listing office must approve in writing any data utilized for publishing.

The I.D.X. guidelines will be provided to the agents in the computer rooms at both offices.

E-MAIL

Company branded e-mail will be provided to all licensees at Moore & Associates. It is the responsibility of the licensee to check and respond to their e-mail in a timely fashion. No more than ten e-mails are to be stored longer than 5 days, in order to make sufficient use of server space.

EQUIPMENT INSURANCE

Our insurance carrier has agreed to cover your personal computer equipment used in the office. The cost of the coverage will vary each year. Payment will cover one year's premium and will be billed at the time the coverage is placed. The policy coverage includes burglary, fire and theft on equipment that is in the office only. If you would like to put any personal equipment on this policy, refer to the "Personal Equipment Insurance Coverage" form found in the forms drawer in each office.

FARMING & OUTSIDE CORRESPONDENCE

Management must approve all farm flyers or letters, and all letters, emails and correspondence to clients or other agents. This review and approval will eliminate any misinterpretation by our fellow agents and brokers, as well as our clients that might result in a possible code of ethics violation.

In addition, if you anticipate any problems that could lead to complaints against our firm, please consult your office manager or Larry Moore before it becomes a major issue!

Moore & Associates has worked too long building our fine reputation to change or tolerate any code of ethics violations.

FLOOR TIME

Floor time at Moore & Associates is very productive and is considered a privilege, provided to those Associates who meet the following requirements. When you choose to participate, it will be your responsibility to cover your assigned floor times, know the listing inventory, attend all sales meetings (8:00 a.m. sharp), and attend the caravan of new listings.

In the event of a change in floor times between agents, it is the responsibility of the agent who is scheduled to make the change with the front desk. If no change has been made on the master schedule, management will assume the agent on the schedule failed to cover his/her time. Two unexcused "misses"

in a 30 day period on floor time, sales meetings or caravan, will disqualify you for the following month's schedule.

Floor agents will occupy the allocated floor desk at all times, no matter where their permanent desks are located. When covering floor time, you will be expected to dress as you would for a client appointment.

Please, no eating at the reception or floor-desk areas! The floor agents are responsible for handling all up- calls, broker calls and assisting the receptionist in answering the phones, if needed.

Please strive for consistency in answering the telephone. "Thank you for calling Moore & Associates" is requested.

Our reputation for cooperation with Outside Brokers is the basis for many of our sales. The importance of handling agent calls, as well as buyer and seller calls cannot be emphasized enough.

The floor schedule is done bimonthly. Sign up sheets for floor time are posted on the bulletin board on the 1st of every other month and taken down on the 15th of the month.

Remember the priority is to get an appointment and to always keep in touch with the caller for future business.

FORMS AND SUPPLIES

Listing packages, counter offers, listing forms, report of sales, DFT forms, etc. are located in the back of the office and provided to you at no cost. When any agent notices a diminishing supply in any of our inventory, *please* notify the front office staff so they may reorder what is needed.

Although most supplies are provided to agents at no cost, presentation folders, deposit receipts, letterhead and envelopes (in mass quantity) will be charged to the agent and will reflect on your monthly statement. Notify the front office staff in writing for these forms and supplies and they will be put on your desk by the end of the business day.

Under no circumstances will letterhead be used for personal correspondence.

GENERAL INFORMATION

The pick up tray (items to be picked up) is located at the receptionist's desk. Please initial and date envelopes for pick up in the upper right hand corner so agents can be notified if not picked up.

Anything to be picked up by the company courier, who goes to all of our offices, should be placed in the appropriate box at the receptionist's desk.

All paperwork needing management approval including listings, sales, escrow papers and MLS changes must be put in the appropriate box.

In the interest of everyone's good health, smoking is not permitted in the office.

Please put your phone on DND when you leave or when you are not accepting calls. This will notify the receptionist that you are not in the office and to put your calls directly into voice mail with no delay.

INDEPENDENT CONTRACTOR Income Tax & Disability Responsibility

The relationship between BROKER and SALESPERSON (Independent Contractor) differs from an Employee vs. Employer relationship. Therefore "The Salesperson will not be treated as an employee for State and Federal tax purposes". Please note you are responsible to take care of your own filing and paying of State and Federal income taxes and are not entitled to unemployment or disability insurance benefits.

INTRANET - Moore & Associates

Moore & Associates Intranet is available to all Moore & Associates Agents. This is a very useful tool in your daily business. Not only does it have the Moore & Associates and National "Do Not Call List" and database, but all company forms and presentation pieces are available for printing and filling out, complete office rosters, weekly meeting minutes, email, agent and company message board, and much, much more. The best part about the *Moore & Associates intranet* is that you can access all these features from anywhere in the world.

To access the company intranet go to www.mooreandassoc.com, our company website, and click on the "Agent Login" button. Then put in your username, password, and company.

As a licensee with Moore & Associates, you are responsible for checking the *Moore & Associates Intranet* daily for important company information.

LICENSE NAME

All Real Estate contracts, business cards, and all advertising must be signed and/or printed in the Associates name as it appears on their Real Estate license issued by the Department of Real Estates (DRE).

LISTINGS

Submitted listings will be broker loaded by the receptionists. Have all paperwork in the listing package filled out completely and signed at the time the listing is taken. This package, along with the Regional MLS form, must be turned in to management within two days of the date of the seller's signature. If the paperwork was mailed to obtain a signature, include a copy of the return postmark for our records. The Association of Realtors will assess a fine for listings turned in later than 72 hours, which agents are responsible for.

There is no fee to list a new property or re-list one on the South Bay Association. The Palos Verdes Association has a \$10.00 per listing fee, which will reflect on the Agent's monthly statement. The costs to list a new property on any of the reciprocal boards are as follows:

Pacific West Association (L. B.)	\$30.00 - Checks payable to the Pacific West Association
LA/Westside Association	\$24.00 - Checks payable to CLAW \$ 5.00 - for any change including price and status change

If the seller does not want his/her property on the Regional MLS, he/she must sign a Regional MLS waiver form. This must be included with the listing and turned into the board within 48 hours. You should make every effort to encourage your sellers to use the services of the Regional MLS.

Every agent should have his/her own file for each of his/her listings. The original paperwork must be turned into the appropriate box for the Brokers file and approval.

In order to reduce interruptions to the receptionist, please leave completed listing packages, change forms or DFT reports in the appropriate box for Management approval and processing.

****Remember that the Real Estate license law states that Brokers and Sales persons must give copies of all documents to the person signing them at the time signatures are obtained.**

The following items must be submitted as part of the listing package:

1. Disclosure Regarding Real Estate Agency Relationship (AD)
2. Affiliated Business Arrangement Disclosure Statement
3. Moore & Associates Mold Disclosure Statement
4. Exclusive Authorization & Right to Sell (RLA)
5. Sellers Affidavit of Non-Foreign Status (AS)
6. Ad Submittal Form – 2 ads required per listing
7. MLS Input Sheet
8. Earthquake Booklet

If Applicable:

9. Check made payable to appropriate Association of Realtors if reciprocal listing.
10. Key/Safe Lockbox Addendum (KLA) **Mandatory if property has a lockbox**
11. Outgoing Referral – Relocation Department
12. MLS Waiver Form

Listing input form

Please fill out this form neatly and completely. Remember that all required items must be completed in order to list on the Regional MLS.

Please be accurate in filling out this form since all the information is entered into the Regional MLS computer and may be used as search criteria.

All listings must say “**Buyer to verify square footage**” in the agent notes.

Exclusive Authorization and Right to Sell

This is our contract to list the property for sale and to collect a commission. Please make sure all blanks are filled in and all appropriate places are initialed.

Please fill in the “Brokers protection clause” with a minimum of 90 days.

Under “Arbitration of Disputes”, where it has a place for the Broker to initial, the agent should put in his/her initials.

Please fill in and sign the last lines of this form.

Real Estate Broker Moore & Associates Inc., Realtors by Listing Agents Name
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____

This creates a bilateral contract.

New Listing Package Cover Sheet

This form must be filled out completely in order to accurately capture important information in sales and listing tracking.

MEETINGS

Please schedule time for weekly sales meetings held on Wednesdays at 8:00 am and generally end by 9:00 am. Weekly meetings help fulfill DRE requirements for Broker supervision. For this reason alone, sales meetings are mandatory, not optional.

If, for some reason, you cannot attend the meeting, please inform your office Manager.

The agent is responsible for the contents of the meeting. The minutes of the meeting are posted on the *Moore & Associates Intranet*.

MEMBERSHIP: South Bay Association of Realtors/Palos Verdes Peninsula Association of Realtors and the Regional MLS.

Membership in the Association of Realtors is required for all licensees. No exceptions!!!

MONTHLY STATEMENTS

Items charged to the agent's account i.e. personal ads, technology fee, rent-a-desk, phone charges, supplies, etc. will be billed on a monthly basis and due on the tenth of each month. Payments received after the 15th of the month will incur a \$50 late fee for each month that the payment is late. Please send your payments to Moore & Associates Administration office, 2700 Pacific Coast Hwy, Torrance, CA 90505.

Moore & Associates accepts MasterCard and Visa. If you choose to put your charges on credit card, please notify the Moore & Associates Administration office in writing. A receipt will follow within 2 days to show what was charged.

Associates in the Journey to Mastery Program will not receive monthly invoices while in the program.

NAME RIDERS ON SIGNS

When (A) a sign call comes in from an agent's name rider, or (B) an ad call comes in with agent's name and that agent is not in the office, the person on floor time will receive that call and assist the client.

OFFICE CLOSING RESPONSIBILITIES

The front door will be unlocked during business hours only.

It is the responsibility of the last person in the office to:

1. Turn off lights,
2. Turn off copy machines, computer screens, and coffee burners. Do not turn off fax machines
3. Check and lock both doors and set the alarm. Please remember, at the Torrance office the front door has two locks, both of which need to be locked. The importance of protecting your office and its contents cannot be overemphasized.

For security reasons, please do not use the back door

Anyone who sets off the alarm and fails to call the alarm company's central station will be charged a false alarm fee of \$150.00, which is assessed by the city.

OFFICE PROVISIONS

The office provides the following services at **no charge** to the agents.

Regular Daily Breeze & LA Times advertising
Receptionists and full front office support
MLS Computer Service
Post "For Sale" signs and installation (not personalized)
Prompt processing of commission checks
Most forms
Coffee supplies, refrigerator, micro-wave
Office services (copy machine, fax, personal computers, typewriters, etc.)
Color and Laser printers
DSL/Internet access
Company Intranet with on-line forms, Presentation Pieces, Message Board to keep you fully up to date, and much more.
Branded private e-mail
Inter-office courier
Association deliveries
Audio, video and book lending library
Word processing software, MS Publisher and "state of the art" software
Broker loading for the M.L.S.
Full support of Moore & Associates Leadership Team
Transactional risk management

PARKING AT THE TORRANCE OFFICE

The parking area directly in front of the building and first row is for our clients and the bank only.

PARKING AT THE BEACH OFFICE

The designated parking area directly in front of the office is for our clients. Please leave these spots open.

PERSONAL PURCHASES

All personal purchases made by Moore & Associates agents must be reported to the office and a complete sales file submitted per Department of Real Estate regulations. Company portion of commission will be waived for any purchase made by Moore & Associates agents based on the agent's ownership portions.

PERSONAL SALES

Any agent-owned property must be listed with the firm. No F.S.B.O. activities permitted when selling. The company's portion of commission paid or normally due (2.5% minimum) shall be due upon close of escrow and paid through escrow. All sales must include a complete file and reported to the office per Department of Real Estate regulations.

In order for you, as an owner-agent, to be covered by our E & O Insurance Company you must have an agent of record on all personal sales other than yourself.

PERSONAL SIGNS

Each agent who chooses can order personalized Moore & Associates "Open House" and "For Sale". You can include your name along with your personal phone number. For maximum company impact all

“Open House” and “For Sale” signs must conform to the existing format. Signs are order from Ad-A-Sign at (800) 533-8751 fax (800) 423-7446. Please refer to the order form which can be found in the forms drawer in each office.

PROPERTY MANAGEMENT

Agents at Moore & Associates Inc., Realtors are not to provide Property Management services unless they hold a Brokers License and have signed a separate agreement indemnifying Moore & Associates from any liability.

Under no circumstances should any rent checks be mailed to a Moore & Associates address:

REJECTED OFFERS

The Broker must keep unaccepted offers written by Moore & Associates agents for three years. Unaccepted deposit receipts in which a check was taken should read, “**rejected**” written in bold print across the first page and buyers should sign off that the deposit has been returned. Please attach the completed “Rejected offer form” and turn in to the Administration office.

SALES (REPORT OF SALES)

Report of Sale forms are to be filled out for every transaction that has been accepted by the seller, **whether or not** contingencies exist. The Report of Sale forms and sale package including the deposit receipt are to be placed in the appropriate box immediately upon acceptance of offer for Management approval. No exceptions!!!!

Failure to have accepted deposit receipt approved within 72 hours may result in Department of Real Estate actions against your license. The Department of Real Estate requires that the original deposit receipt be turned in on all “in-house” sales (copies accepted for all others). Also, a report of sale must be turned into Management within two days of acceptance if it is your listing (Greater South Bay MLS requirements). The South Bay Association of Realtors will assess a fine for every day after the acceptance date until the sale is reported. In all transactions in which a Moore Agent acts as a buyer or seller, whether or not a commission is paid or collected, a sale file is required by the Department of Real Estate.

Any deposit checks taken must logged into our trust account as being held uncashed within 24 hours of receipt. The check along with an Earnest Money Funds envelope needs to be given to our Administration

office. When the offer has been accepted, please make sure you turn in your Report of Sale within 48 hours of acceptance. This form informs the Administration office that we have acceptance and the check can be cashed. If, your deposit receipts reads that the deposit check is payable to an escrow company, make a copy of the check and turn into the Administration office along with the Earnest Money Funds Envelope. This check needs to be handled the same way. Remember, this applies to any client checks you receive for any reason. ***See section on Trust Fund Handling, page 19)

WARNING...If you give a receipt for a deposit that you did not obtain, you will be required to fund that deposit personally at some future date! No deposit.... No receipt for deposit.

The Agency Disclosure must be submitted with the deposit receipt, since they need to be signed by buyer, seller and agent before any offer can be presented. Make this an addition page of your offer by listing The Disclosure Regarding Real Estate Agency Relationships (AD-11) on **page 6, item 25 - OTHER TERMS AND CONDITIONS, INCLUDING ATTACH SUPPLEMENTS. This also applies to the Moore & Associates Mold Disclosure and needs to be added as an additional page.**

Each sale file must be complete with all appropriate paperwork, including Earnest Money Funds Envelope prior to the close of escrow. It is a policy that agents bring their files to Management five days prior to the close of escrow for final approval. Each agent should keep a checklist of his/her own paperwork that was turned in for Management approval. Please refer to the Report of Sale form for the list of items needed. **No commission check will be issued for incomplete files.**

SEXUAL HARASSMENT

POLICY STATEMENT

Moore & Associates Inc., Realtors is firmly committed to the fact that every employee and independent contractor (Agent) has the right to be treated with courtesy, dignity and respect and to work in an environment free of discrimination. In keeping with this commitment, Moore & Associates maintains a strict policy prohibiting unlawful harassment, in any form, including sexual, verbal, physical and visual harassment, coercion, discrimination and/or reprisal. This policy applies to all employees, including supervisors and non-supervisory employees, independent contractors (Agents) and their assistants, vendors and clients. Every person is expected to adhere to a standard of conduct that is respectful to all persons within the work environment. Any person who violates this policy is subject to corrective action.

Definition of sexual harassment

Unsolicited and unwelcomed sexual advances, requests for sexual favors and other verbal, physical or visual conduct of a sexual nature which occurs under any one of three circumstances:

1. Submission is made whether explicitly or implicitly a term or condition of employment.
2. Submission or rejection by an employee is used as a basis for employment decisions affecting the employee.
3. Such conduct has the potential to affect an employee's work performance negatively and/or create an intimidating, hostile or otherwise offensive working environment.

Procedures for employees

Any employee who believes the comments, gestures, or actions of a co-worker, supervisor, vendor or client of the employer to be offensive should immediately communicate to the person that such behavior is unwelcome. However, failure to do so does not prevent the employee from filing a complaint nor does it in any way exonerate the harasser.

It is the responsibility of any employee who believes they have been subjected to harassment to promptly report the facts of the incidents and the name(s) of the individual(s) involved to their supervisor or the personnel department.

If the incident involved the employee's immediate supervisor, the incident should be reported to the next supervisor in charge or the personnel department.

If an employee does not feel the situation has been adequately resolved, he/she should report the incident to the next level supervisor. If the employee still feels the situation has not been resolved. He/she should make sure the company's personnel manager or equivalent has been informed.

Procedures for employer

The company will attempt to provide its employees with:

1. A discrimination-free work environment
2. An informal, confidential presentation or a complaint to an appropriate company representative.
3. The opportunity to keep their complaint confidential until such time as they grant permission to do otherwise in order to bring the complaint to the appropriate authority for remedy, or unit such time as a formal complaint is registered.
4. A full, impartial and prompt investigation.
5. A person of their choice who may be present at each and all steps of the process.
6. Having appropriate corrective action taken.
7. Freedom from reprisal or retaliation for making a complaint.

Addendum - Examples of sexual harassment

1. Making unsolicited written, verbal, physical and/or visual contact with sexual overtones. (Written examples: suggestive or derogatory comments, slurs, jokes, and epithets. Physical examples: Assault, touching, impeding or blocking movement. Visual examples: leering, gestures, display of sexually suggestive objects or pictures cartoons, or posters.)
2. Continuing to express sexual interest after being informed that the interest is unwelcome, (reciprocal attraction is not considered sexual harassment).
3. Making reprisals, threats of reprisal, or implied threats of reprisal following a negative response. (For example, either implying or actually withholding support for an appointment, promotion, or change of suggesting a poor performance report will be prepared, or suggesting probation will be filled.
4. Engaging in implicit coercive sexual behavior, which is used to control, influence, or affect the career, salary, and/or work environment of another employee.

5. Offering favors or employment benefits, such as promotions, favorable performance evaluations, favorable assigned duties or shifts, recommendations, reclassification, etc., In exchange for sexual favors.

SIGNS - FOR SALE, OPEN HOUSE, ETC.

Post signs are provided by our sign service in all cities within our marketing area. If you wish to order a post sign, check off the appropriate area on your new listing form and the front office staff will order the sign for you. The front office staff will also order the sign to be taken down, so *please* notify them prior to the close of escrow or expiration date, if expiring. Listing agents will be billed for any signs not called down by close of escrow and for any subsequently lost or damaged signs, which require replacement.

Open house signs are available for agents to purchase through the company. Please notify your front office staff in writing.

The agent shall pay the cost of custom or personal signs and their installation and removal. Sign installation shall be done by Vital Signs. All personalized signs must conform to the company format and ordered through Ad-A-Sign.

Agents may install name riders on company signs with white background and black or fuchsia letters.

No signs will be put on a property for sale, lease or rent unless under contract with Moore & Associates Inc., Realtors.

TECHNOLOGY

Moore & Associates prides itself on keeping ahead of the industry and being on the cutting edge of technology. Each Agent will be provided with a personal web page on the company website, Moore & Associates email, and the company Intranet, which provides the Agent with many useful tools. A \$25.00 charge will be billed monthly for this service.

TELEPHONES

Calls are billed to agents on an "as made" basis and are included with the agent's bill for payment on a monthly basis. For billing purposes you are required to put in a code for all calls.

TRUST CHECKS BEING HELD UNCASHED

All checks being held uncashed by an agent must be logged in the trust account. Please fill out the Earnest Money Funds envelope with the deposit check (and/or copy of check) and turn into the Administration office within 24 hours. This includes lease checks and checks given to you for payment of any service done. Example: maintenance, roof, pool or yard service, etc.).

The deposit check must be deposited either into the Broker's trust account or the escrow trust account, depending on the contract between the buyer and seller, within 48 hours of acceptance of the offer or otherwise stated in the contract. If the offer is not accepted, the full rejected offer with rejected written in bold on the front page along with the Rejected Offer form completely filled out must be forwarded to the Moore & Associates Administration office. This notifies the company of the disposition of the trust check. You may hold the check for future offers if requested by the buyer, but this must be noted on the Rejected Offer form. Otherwise, Administration will mail the clients check back to the address on the check. The Broker must keep every rejected offer for three years per Department of Real Estate regulations.

TRUST FUND HANDLING REQUIREMENTS

A typical trust fund transaction begins with the broker or salesperson receiving trust funds from a principal in connection with the purchase or lease of real property. According to business and professions code section 10145, trust funds must be placed into the hands of the owner(s) of the funds, into a neutral escrow depository, or into a trust account maintained by the Broker, pursuant to commissioner's regulation 2832, not later than the next business day following the receipt of the funds by the broker or the broker's salesperson.

An exception to this rule is when a check is received from an offeror in connection with an offer to purchase or lease real property, as provided under commissioner's regulation 2832, a deposit check may be held uncashed by the broker until acceptance of the offer if the following conditions are met:

1. The check by its terms is not negotiable by the broker, or if the offeror has given instructions that the check shall not be deposited or cashed until acceptance of the offer; and
2. Offeree is informed, before or at the time the offer is presented for acceptance, that the check is being held.

If the offer is later accepted, the broker may continue to hold the check undeposited only if the broker receives written authorization from both parties to do so. Otherwise, the check must be placed, not later than three business days of acceptance, into a neutral escrow depository or into the trust fund account or into the hands of the offeree if both the offeror and offeree expressly so provide in writing.

IDENTIFYING THE OWNER (S) OF THE TRUST FUNDS

Prior to the acceptance of the offer, the funds received from the offeror belong to that person and must be handled according to his/her instructions. If the funds are deposited in a trust fund bank account, they must be maintained there for the benefit of the offeror until acceptance of the offer. Or as discussed in previous section, if the offeror wishes, his/her check may be held uncashed by the broker as long as he/she gives written instructions to the broker to do so and the offeree is informed before or at the time the offer is presented for acceptance that the check is being so held.

After acceptance of the offer, however, the funds shall be handled according to instructions from the offeror and offeree as follows:

1. An offeror's check held uncashed by the broker before acceptance of the offer may continue to be held uncashed after the acceptance of the offer, only upon written authorization from the offeree.
2. The offeror's check may be given to the offeree only if the offeror and offeree expressly so provide in writing.
3. All or part of an offeror's purchase money deposit in a Real Estate sales transaction shall not be refunded by an agent or subagent of the seller without the express written permission of the offeree to make the refund.

An Earnest Money Funds Envelope must be filled out upon the agent's receiving a deposit check for the purchase or lease of real property. If the offer is rejected, attach a copy of the offer to the rejected offer form and submit to the Moore & Associates Administration Office along with an indication that the check has been returned to the buyer or that the check is being held for future offers.

WARNING...If you give a receipt for a deposit that you did not obtain, you will be required to fund that deposit personally at some future date! No deposit...No receipt for deposit.

WEBSITE – AGENT WEB-PAGE

One of the things that set Moore & Associates apart from any other brokerage is advertising. This not only is a benefit to the company, but also to you as an agent. Among our many ways of getting our name and image out to the public is our company website. In order to gain full advantage of this advertising, the company requires that all their agents have a web page on the Moore & Associates website.