

Brokerage Policies & Procedures Manual – Assumptions

The Real Estate Council of Alberta (RECA) is providing this information as a template for brokers to consider when creating or updating their brokerage's Policies & Procedures Manual. Brokers should review and edit the information to fit the policies and procedures of their brokerage.

Editing Tips

- Review the Table of Contents, noting any sections that do not apply to your brokerage and can be deleted.
- Use the **Find and Replace** tool in Word to find all instances of “**Castle and Barnaby Real Estate Inc. o/a Park and Protect**” and replace them with your Castle and Barnaby Real Estate Inc. o/a Park and Protect.
- Go through the document, removing the sections you noted and updating remaining sections as necessary.
- Watch for angle brackets: “< >.” These mark brokerage specific information that needs to be added to the document, or choices of sample policies and procedures based on qualifying information.

Contents Subject to Change

While care was taken to ensure the contents represent current requirements, the laws and rules affecting real estate trading and managing a business are subject to change.

Brokers have a duty to keep themselves up-to-date and make changes to the Brokerage Policies & Procedures Manual when parts become out of date or obsolete. Updating is a continual process.

The manual is available for download from RECA's website. RECA will notify brokers by email when updates occur.

RECA wishes to thank all who contributed to this document, including Alberta real estate brokers. RECA appreciates broker suggestions and feedback on this document and welcomes further input towards improvement.

Please forward your suggestions to RECA's Regulator Compliance Advisors: the Regulator Compliance Advisors, Doug Dixon (ddixon@reca.ca) and Kristian Tzenov (ktzenov@reca.ca).

Policies & Procedures Manual for Castle and Barnaby Real Estate Inc. o/a Park and Protect

Updated as of March 2024

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Part 1: General Terms and Conditions

1. Purpose

This manual was developed taking into account the requirements of Section 51 of the *Real Estate Act* Rules. The policies and procedures outline the expectations of employees, independent contractors, and licensees of Castle and Barnaby Real Estate Inc. o/a Park and Protect and provide a guide for how we conduct our business operations and real estate trading.

Real estate licensees engaged by Castle and Barnaby Real Estate Inc. o/a Park and Protect are employees pursuant to the *Real Estate Act* and can also be considered employees pursuant to the Alberta Employment Standards Legislation. For the purposes of this manual real estate licensees are considered employees, except when explicitly excluded in the Alberta Employment Standards Legislation and explicitly mentioned as an exclusion in this manual.

All **Castle and Barnaby Real Estate Inc. o/a Park and Protect** licensees must read and comply with the content of this Brokerage Policies & Procedures Manual. Each new employee must sign an acknowledgment of understanding after being given an opportunity to read the manual in detail.

If there is a conflict between the content in this manual and brokerage information shared elsewhere, the policies and procedures in this manual will take precedence. Employees, independent contractors, and licensees should report any conflicts to the broker.

2. Proprietary Statement

This Brokerage Policies & Procedures Manual contains proprietary information of Castle and Barnaby Real Estate Inc. o/a Park and Protect. You may not use, reproduce, copy, transmit, or disclose this proprietary information to any other parties for any purpose without the express written permission of the broker.

You must return any copies of the manual to management prior to leaving our employ.

3. Terminology

Throughout this manual you will find terms that have specific definitions within the industry. To ensure shared understanding, these terms are defined as:

Associate	An individual who is licensed by RECA as a real estate associate and is registered with a brokerage
Associate Broker	An individual licensed as a real state associate broker by RECA and is registered with the brokerage
Broker	An individual who is licensed by RECA as a broker and is registered with the brokerage. The broker is responsible for the operation of the brokerage and the supervision of all its employees. There can only be one broker for each brokerage
Brokerage	The company, partnership or sole proprietorship licensed by RECA as a real estate brokerage and authorized to trade in real estate. A brokerage must have a broker responsible for its operation

Buyer	A person acquiring or attempting to acquire an interest in real estate by purchase or lease. The brokerage does NOT permit the licensees to engage in activities that require agency or customer relationships
Client	A person who has entered into a service agreement with a real estate licensee in accordance with the <i>Real Estate Act</i> Rules, whether or not that service agreement is in writing
Customer	A person who has contacted, but not engaged or employed, a real estate licensee to provide services
Employee	The broker and administrative staff, licensees are independent contractors and there is no employment relationship implied, verbal, or written
Industry Member	Any person who is authorized by RECA to trade in real estate, deal in mortgages or provide real estate appraisal services in accordance with the <i>Real Estate Act</i> . The brokerage does NOT permit the licensees to engage in activities that require agency or customer relationships
Real estate licensee	Any person licensed to trade in real estate in Alberta under the <i>Real Estate Act</i> and registered with a brokerage
REALTOR®	The brokerage does not register licensees who are members of the provincial and national trade association(s) and the trademark REALTOR® , REALTORS® , MLS. or CREA cannot be used by any licensee of the brokerage
Seller	A person disposing or attempting to dispose of an interest in real estate by sale or for rent. The brokerage does NOT permit the licensees to engage in activities that require agency or customer relationships

Part 2: About Castle and Barnaby Real Estate Inc. o/a Park and Protect

Castle and Barnaby Real Estate Inc o/a Park and Protect is a brokerage that permits licensees to maintain active license registration status but does not permit licensees to trade in an agency or customer relationships with buyers, sellers, landlords, renters, etc.

Castle and Barnaby Real Estate Inc. o/a Park and Protect holds a license under the *Real Estate Act*, and the brokerage complies with all legislative requirements, and requires that all real estate licensees and staff will do the same. Real estate licensees will defer to the *Real Estate Act* or Rules whenever there is a conflict between legislation and board/association rules. See Part 9 – Legislation & Interpretations.

1. Our Brand

Mission

To provide a valuable resource to retired, inactive, and non-functioning licensees whereby a licensee may maintain license registration and AREIX insurance for a nominal fee

Vision/Objectives/Goals

To be the best at providing license registration for retired, non-active, and non-trading licensees

Philosophy/Values

Follow the legislation, code of ethics, rules, and every component of this policy manual, if in doubt, chicken out, do no harm, to the public, regulators, other licensees, the brokerage's administrators and ownership group

Service Quality

Castle and Barnaby Real Estate Inc. o/a Park and Protect is a service organization, whose role is to assist licensees to maintain license registration status while pledging not to trade in real estate services with the exception of receiving referral fees from transactions where there is no agency or customer status relationship with buyers or sellers of real estate or any other real estate/real estate related service(s) We are committed to service excellence to referrals we receive and their respective referral sources.

Specialization

Castle and Barnaby Real Estate Inc. o/a Park and Protect

conducts business in the following areas: the Province of Alberta and the city of Lloydminster per the Real Estate Act of Alberta guidelines and rules.

The brokerage registers industry members from all sectors but trading in any sector in an agency or customer status relationship is not permitted

2. Brokerage Background

<insert brokerage background, which could include a summary of its history, involvement with the board or industry associations, and the local community>

3. The Castle and Barnaby Real Estate Inc. o/a Park and Protect Structure Management/Administrative Structure

The ownership group consists of Robert Wayne May and Sean Arthur McAsey who each own a 50% share in the brokerage. Sean Arthur McAsey is the broker, however, Robert Wayne May will be the broker of record effective March 29th, 2024 (or at a time when he is transferred and recognized by RECA as the broker). Sean Arthur McAsey will be the operations manager after he resigns as the broker.

Brokerage Responsibilities

- ensuring it carries out its business competently and in accordance with the *Real Estate Act* (the *Act*), Rules and any other laws that govern trading in real estate and business activities
- supporting its real estate licensees
- promoting the integrity of the industry by providing consumers with excellent service.

Broker Responsibilities

- providing direction and guidance on all issues around any trading activities and brokerage administration
- supervising all real estate licensees and administrative staff, ensuring adherence to the requirements of the *Act*, the Regulations, the Rules, board and association rules, and this policies and procedures manual
- holding accountable all real estate licensees representing the brokerage in being professional in all their interactions with clients and customers of the brokerage
- resolving disputes (see Part 2-7)
- reading all communications from RECA and taking action as necessary
- cooperating fully with any representative of RECA carrying out their duties and responsibilities under the *Act*

Associate Broker/Associate Responsibilities

- professionally and competently delivering services to the public
- keeping current with continuing education, licensing and membership requirements and practices
- knowing, following, and remaining up to date with changes to the *Act*, the Rules, and the standards of practice published by RECA
- reading all communications from RECA and taking action as necessary
- responding promptly to broker or brokerage inquiries, as stipulated in *Real Estate Act* Rule 53(g)
- immediately notifying the broker and RECA of changes, as outlined in *Real Estate Act* Rule 40.
- cooperating fully with any representative of RECA carrying out their duties and responsibilities under the *Act*

Part 3: General Office Policies & Procedures

1. Orientation

New employees will be oriented to Castle and Barnaby Real Estate Inc. o/a Park and Protect's general operations by working with a designated employee to complete the employee orientation checklist. This checklist will be attached to the offer of employment and kept in the employees' personnel file.

Per the brokerage's website that is updated periodically or as the applicable legislation mandates

The brokerage will provide new employees with the following:

- the Brokerage Policies & Procedures Manual, either in hardcopy or electronically
- training, as necessary, on:
 - office technology and telephone systems
 - office administration and accounting procedures
- passwords or codes for all necessary systems

The following items will be prepared:

- an order for business cards
- photograph and news release (real estate licensees)
- open house, directional, and for sale signage (real estate licensees)

Real estate licensees new to the brokerage must complete:

- the board application or notice of brokerage change
- the independent contractor or employee agreement
- applicable income tax forms

2. Probation

Each new employee (who is not a licensee) will complete a probation period at the beginning of their employment with Castle and Barnaby Real Estate Inc. o/a Park and Protect. The standard probation period is three months, but the brokerage may extend the length of this period depending on the nature of the job and the candidate's skills. The length and expectations of an employee's probation period will be communicated and documented during orientation.

The probation period provides the employee and Castle and Barnaby Real Estate Inc. o/a Park and Protect with time to evaluate whether the new work relationship is mutually satisfactory. It will also allow the brokerage to determine whether the employee can succeed in the position for which they have been hired.

If necessary, the supervisor can recommend an extended probation period, to further evaluate skills.

Any unsatisfactory performance or behaviour may be discussed with the employee in advance of the end of the probation period to give the employee an opportunity to rectify the issue in advance. No feedback given at the end of the probation period should take the employee by surprise.

If the supervisor has determined that the employee's performance during the probation period was below expected standards and is not likely to be rectified by further training or guidance, the brokerage may terminate the employment relationship. The employee will be given notice and be paid, as per the employment contract or in accordance with the Alberta Employment Standards Legislation.

3. Duties & Responsibilities: Administration & Support Staff

Management Support

Real estate licensees are to consult the broker or delegate broker or manager on all trading matters. Management is normally available at the office during normal business hours or by cell phone, text message, or email.

Administrative Support

Administrative staff <are/are not> available to provide administrative assistance to real estate licensees. Professionals are expected to make use of assistance only when they cannot complete the duties themselves and must be patient and considerate when requesting assistance.

Real estate licensees are expected to clear all requests for processing listings, purchase contracts, and letters through management.

Accounting Operations

Castle and Barnaby Real Estate Inc. o/a Park and Protect employs a dedicated staff person to oversee all accounting operations, including accounts receivable and payable, trade-related payments, and brokerage budgeting.

General Office Operations

Castle and Barnaby Real Estate Inc. o/a Park and Protect offices are open to the public <insert office hours>. Reception services are available to real estate licensees during these hours.

Administrative and support staff of Castle and Barnaby Real Estate Inc. o/a Park and Protect are responsible for maintaining the day-to-day operations of the brokerage office. These duties include:

- Opening the office
- Answering and forwarding incoming calls
- Processing incoming and outgoing mail and courier packages
- Stocking the business machines (e.g. copier, printers) with paper and toner or ink
- Ensuring adequate supplies of real estate forms are available
- Preparing the office for closing

Use of In/Out Board

Licensees do not have access to the office or office resources, licensees may visit the brokerage office during regular business hours on an appointment basis only.

4. Administrative Employee Payroll

Administrative employees of Castle and Barnaby Real Estate Inc. o/a Park and Protect are paid <bi-weekly/semi-monthly/monthly>. Income Tax, Employment Insurance, and Canada Pension Plan premiums <add any benefits or additional insurance premiums that are deducted> will be deducted from each pay.

5. Facilities and Office Etiquette

Common Spaces

The appearance of the brokerage office affects how the public view us. The office must be kept tidy, clean, and in good repair.

All employees are expected to clean and tidy up after themselves and their clients or guests. Employees should immediately inform the office administrator if anything in the office needs repair.

A good rule: leave meeting and supply rooms ready for the next person the way you'd hope to find the room when you need it.

Office Supplies & Stationary

Access is only permitted to the broker and ownership group.

Resource Library

Castle and Barnaby Real Estate Inc. o/a Park and Protect maintains a digital library for the use of all employees. Employees must treat these resources with care and respect so that they are available for others. We ask that employees adhere to Castle and Barnaby Real Estate Inc. o/a Park and Protect's resource sign-out procedures so that the broker knows who has each resource, in the event it is needed.

Resource Sign-out Procedures

All applicable resources are available on the brokerage's website, members' section

Kitchen/Lunch Room

The office kitchen/kitchenette is available for staff use and is equipped with a fridge, microwave, sink, and dishwasher. Employees are expected to keep the kitchen clean: loading & unloading the dishwasher, cleaning spills and any food explosions in the microwave, removing food from the fridge before it rots or grows mold, etc.

Smoking

The brokerage office is a non-smoking space. All smoking, including the use of eCigarettes and vaporizer devices (vapes), should be done outside and at least five meters from any doorway. Employees caught smoking inside the office will face disciplinary action.

6. Office Access

All employees will receive <specify whether keys, access card, fob, etc> and an alarm code to access the brokerage office and are solely responsible for the security and use of this access. Do not share your alarm code or give your <keys> to anyone else.

Never write your alarm code or any other codes or passwords in a place that can be access by others. If you lose your <keys> or forget your alarm code, immediately inform the broker.

Employees must return any brokerage <keys, fobs> immediately upon termination of your employment with Castle and Barnaby Real Estate Inc. o/a Park and Protect.

7. Parking

Employees must park their vehicles in parking spaces located away from the entrance to the building. Parking spaces located close to the entrance are to remain, as much as practicable, for the use of Castle and Barnaby Real Estate Inc. o/a Park and Protect clients.

<if paid parking or assigned parking spots, enter any processes employees need to know>

8. Information Technology

The broker and ownership group will use the technology in an appropriate fashion and ensure all computers are password protected and are using current anti-virus software.

Information Technology Resources

Castle and Barnaby Real Estate Inc. o/a Park and Protect does not provide access to business equipment, the internet, and the brokerage's computer network.

Expectations of Privacy

Castle and Barnaby Real Estate Inc. o/a Park and Protect reserves the right to access and monitor the use of information technology resources, including email communications, downloads, browsing history, and any electronic storage.

Employees are expected to exercise common sense and professionalism in their communications and to adhere to privacy policies and legislation.

The brokerage will discipline (or file a criminal complaint, where applicable) employees found creating, accessing, or distributing information in any form which:

- is sexually explicit, offensive, vulgar, harassing
- is offensive, harassing or inflammatory towards a person or group of people
- constitutes hate speech
- incites violence
- describes or promotes terrorist activities
- promotes or supports activities which violate local, provincial or federal laws
- advertises personal for-profit activities
- is religious or political in nature
- violates copyright laws

Cybersecurity

Please refer to the 2019 REP course, **Part 11—Cybersecurity Checklist** for the brokerage's cyberspace security mandate and policies

Employees of Castle and Barnaby Real Estate Inc. o/a Park and Protect must not disclose to anyone their passwords or access codes for any brokerage network systems or databases with sensitive consumer information.

Electronics must be locked, or password protected, when the employee steps away, even if just for a moment.

Viruses and malware can compromise the private information of clients and representatives, corrupt or lock data, and otherwise disrupt the business of the brokerage.

Castle and Barnaby Real Estate Inc. o/a Park and Protect requires all representatives to exercise caution when downloading files, opening attachments, or clicking on hyperlinks, especially if you are not expecting a file or link from the sender.

Real estate licensees who use a laptop or tablet must ensure that they have installed trusted anti-virus and firewall software.

9. Telephone Procedures

Please note: only employees who are licensed to trade in real estate can give out information regarding a listing.

New Inquiries

New inquiries will be fielded by the real estate licensee currently on floor duty, unless the caller requests a specific representative.

Inquiries on Ads

The brokerage will <forward all calls on each listing to the real estate licensee responsible for the listing.

OR

refer all inquiries to the real estate licensee on floor duty, unless the prospect calling in asks for a specific real estate licensee.

Call Forwarding

Reception will forward incoming calls to the employee, internally to cellphones, as required. If a real estate licensee is on leave, any calls for that professional will be forwarded to the professional who is managing the portfolio in their absence.

Taking Messages

Should the caller not wish to leave a voicemail, reception will <place the written message, in an envelope if confidential, in the employee's mailbox. OR type the message in an email to the employee, cc'ing the caller if necessary.>

Long Distance Calls

Representatives who make long-distance calls through the office phone system will:

- have the charges deducted from their account (independent contractor)
- be invoiced for the charges so they can reimburse the brokerage (payroll employees)

10. Overtime Compensation

The brokerage will not ask employees to work overtime, ever.

Eligibility

All employees are overtime eligible except:

- Managers and supervisors

- Licensed real estate licensees

11. Advances on Pay and Commissions

This service is not provided by the brokerage and the brokerage will NOT assign commissions to third party commission advance companies under any circumstances. Licensees do not have binding authority to represent the brokerage with respect to the advance of commissions

12. Vacation Allowances

Under the Alberta Employment Standards Legislation all brokerage employees who are not licensed real estate licensees are eligible for paid vacation.

<Insert details of vacation structure for your brokerage, including minimum paid vacation days, process for submitting requests for time off, borrowing days not yet earned, etc.>

To ensure that the brokerage has enough staff available to maintain operations, vacation requests are approved at the discretion of the broker.

Eligible employees are encouraged to take annual vacation in the calendar year in which it is earned. Employees may carryover up to ten vacation days into the next year. Carryover requests must be approved by the broker in advance and be taken within the following 12 months.

Eligible employees may instead request that unused vacation days be paid out. The payout amount will be paid at the administrative staff's salary as of the date when the broker approved the carryover. This option will be subject to budget constraints and approval of the broker.

Upon termination of employment Castle and Barnaby Real Estate Inc. o/a Park and Protect will pay all earned, but unused vacation days at the eligible employee's current salary. Conversely, the brokerage will deduct, at the current salary, all used but unearned vacation days from the eligible employee's final pay.

13. Statutory and Civic Holidays

Castle and Barnaby Real Estate Inc. o/a Park and Protect will pay all non-industry employees for statutory and civic holidays the average daily wage for the employees not expected to work, or for those expected to work, average daily wage and 1.5X their wage for time worked or their wage for every hour they work plus an additional paid day off.

Castle and Barnaby Real Estate Inc. o/a Park and Protect observes the following statutory and civic holidays for non-licensee employees:

<below is a list of days commonly observed by employers in Alberta. Add any additional days that your brokerage will be closed to give employees time off, e.g. Easter Monday. See a complete list of Alberta general holidays: <https://www.alberta.ca/alberta-general-holidays.aspx>>

- New Year's Day
- Family Day (3rd Monday in February)
- Good Friday*
- Victoria Day
- Canada Day
- Heritage Day (1st Monday in August)

- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day*
- Boxing Day

Employees may substitute recognized religious holidays (Christian holidays are marked with an asterisk). Employees may negotiate substitutions with the broker in advance.

When a statutory holiday falls on a Saturday or Sunday, the broker will determine the day off in lieu (either Friday or Monday) based on local business community practice and subject to other employee considerations.

If a statutory holiday falls during an employee's annual paid vacation, it will count as a statutory holiday and not a vacation day.

14. Leaves of Absence

Employees who are not licensees may be eligible for any of the applicable job-protected leaves identified under Alberta Employment Standards.

Employees who are not licensees must provide a written request stating the reason and duration of the absence. Vacation time, sick time and years of service do not accumulate while an administrative staff person is on a leave of absence.

Leaves of Absence are subject to approval by the broker. The broker will determine if employees will continue to receive their benefits while on leave.

Bereavement Leave

Bereavement leave is protected under federal and provincial legislation. Employees are entitled to their same or an equivalent position upon return.

Employees who have worked with the brokerage for more than 90 days are eligible for bereavement leave. The broker may grant leave to employees who have been employee for less than 90 days, on a case by case basis.

Castle and Barnaby Real Estate Inc. o/a Park and Protect will grant paid bereavement leave of up to three days in the event of the death of an immediate family member (spouse, child, parent, sibling), one day for extended family members and close friends, and time away for funerals otherwise.

Additional time for travel may be granted at the discretion of the broker.

Eligible employees can also use vacation days or banked overtime to extend the bereavement leave given by the brokerage.

Citizenship Ceremony Leave

Citizenship ceremony leave is protected under provincial legislation. Employees are entitled to their same or an equivalent position upon return.

Employees who have worked with the brokerage for more than 90 days are eligible for citizenship ceremony leave. The broker may grant leave to employees who have been employee for less than 90 days, on a case by case basis.

Eligible employees can take up to a half-day of unpaid leave to attend their citizenship ceremony.

<Update to indicate if your brokerage offers this time off with pay>

Compassionate Care Leave

Compassionate care leave is protected under provincial legislation.

Employees who have worked with the brokerage for more than 90 days are eligible for compassionate care leave. The broker may grant leave to employees who have been employee for less than 90 days, on a case by case basis.

Castle and Barnaby Real Estate Inc. o/a Park and Protect will grant unpaid compassionate care leave of up to 27 weeks to care for gravely ill family without risk of losing their job. Employees must provide a medical certificate for the respective family member in order to be eligible for this leave.

This is an unpaid leave, though the employee may be eligible for Employment Insurance (EI) benefits through the Government of Canada.

Critical Illness Leave

Critical illness leave is protected under provincial legislation.

Employees who have worked with the brokerage for more than 90 days are eligible for unpaid critical illness leave. The broker may grant leave to employees who have been employee for less than 90 days, on a case by case basis. The eligible employee is guaranteed their same, or equivalent, job when returning to work.

This is an unpaid leave, though the employee may be eligible for Employment Insurance (EI) benefits through the Government of Canada.

<Indicate if your brokerage offers top-up pay or offers optional critical illness benefits>.

Death or Disappearance of a Child Leave

This leave is protected under provincial legislation. Employees are entitled to their same or an equivalent position upon return.

Employees who have worked with the brokerage for more than 90 days are eligible for death or disappearance of a child leave. The broker may grant leave to employees who have been employee for less than 90 days, on a case by case basis.

Castle and Barnaby Real Estate Inc. o/a Park and Protect will grant unpaid leave of up to 52 weeks after the day the child disappeared, unless otherwise agreed to in writing by the employee and employer.

Employees are eligible to take leave for the disappearance or death of a child if the incident occurs as a result of a probably Criminal Code offence, and the employee is:

- the parent, or spouse or common-law partner of a parent, of the child in question

- a person with whom the child has been placed for the purpose of adoption
- the guardian or foster parent of the child
- a person who has the care, custody, or control of the child whether or not they are related by blood or adoption.

An employee is not entitled to this leave if they have been charged with a crime that resulted in the death or disappearance of the child.

If the child disappears and is then found alive, the period of leave will end on the earlier of:

- 14 days after the child is found
- 52 weeks from the day the child disappeared

If the child disappears and then is found deceased as the result of a crime, the period of leave will end 104 weeks from the day the child disappeared.

<Indicate if your brokerage would offer top up pay or extend benefits through the leave. You can also choose to include information on the income support available through the Parents of Murdered or Missing Children grant through the Government of Canada.>

If an employee takes leave due to the death or disappearance of a child and is subsequently charged with the crime that resulted in the death or disappearance of the child, the leave will end on the date the employee is charged with the crime.

If an employee takes leave due to the death or disappearance of a child and it is determined to no longer be probable that the death or disappearance of the child was the result of a crime, leave will end on the day of this determination.

Domestic Violence Leave

Domestic violence leave is protected under provincial legislation. Employees are entitled to their same or an equivalent position upon return.

Employees who have worked with the brokerage for more than 90 days are eligible for domestic violence leave. The broker may grant leave to employees who have been employee for less than 90 days, on a case by case basis.

Castle and Barnaby Real Estate Inc. o/a Park and Protect will grant paid domestic violence leave of up to 10 days to eligible employees if an act of domestic violence occurs to:

- the employee
- the employee's dependent child
- a protected, represented, assisted, or supported adult—as defined by the Adult Guardianship and Trusteeship Act—who is living with the employee

Acts of domestic violence are determined by both the relationship to the victim of the person who perpetrated the act as well as the act itself. For a list of relevant relationships and acts, please see <https://www.alberta.ca/domestic-violence-leave.aspx>.

<Indicate if your brokerage will offer top-up pay for this leave.>

Long-term Illness and Injury Leave

This leave is protected under provincial legislation. Employees are entitled to their same or an equivalent position upon return.

Employees who have worked with the brokerage for more than 90 days are eligible long-term illness and injury leave. The broker may grant leave to employees who have been employee for less than 90 days, on a case by case basis.

Employees must provide a medical certificate, issued by either a physician or nurse practitioner, that states the estimated duration of the leave. Employees must give written notice, including the estimated return to work date, as soon as is reasonable.

Eligible employees may take up to 16 unpaid weeks leave per calendar year due to long-term illness and injury.

Employees may be eligible for Employment Insurance (EI) benefits during this time.

<Indicate if your brokerage offers top up pay.>

Employees are expected to notify the broker if the expected return to work date changes.

Employees must give one-week's notice of the date they intend to return to work, unless otherwise agreed to prior. If the employee is unable to return to work and decides to terminate their employment, they must provide at least two-weeks' notice to the brokerage.

Maternity and Parental Leave

Maternity Leave

Maternity leave is protected under federal and provincial legislation. Employees are entitled to their same or an equivalent position upon return.

Employees who have worked with the brokerage for more than 90 days, can take up to 16-weeks (not including parental leave) without pay and will have their same, or an equivalent, job when they return.

Castle and Barnaby Real Estate Inc. o/a Park and Protect is not required to grant maternity leave to employees who have been with the brokerage for fewer than 90 days. Employees may still choose to take leave and may still be eligible for Employment Insurance benefits through the Government of Canada, but they are not guaranteed their job once their leave ends. However, if there was an agreement made upon hire, regarding the timing of the leave, Castle and Barnaby Real Estate Inc. o/a Park and Protect is required to guarantee the employee's job during the leave.

Employees must give six weeks' notice before the start of maternity leave and four weeks' notice before their expected return to work date, regardless if they plan to return.

Castle and Barnaby Real Estate Inc. o/a Park and Protect encourages employees to familiarize themselves with provincial legislation and federal regulations governing maternity leave.

<if your brokerage offers top-up pay to eligible employees, detail there here>

Parental Leave

Parental leave is protected under federal and provincial legislation. Employees are entitled to their same or an equivalent position upon return.

Employees who have worked with the brokerage for more than 90 days, can take up to 62-weeks (not including maternity leave) without pay and will have their same, or an equivalent, job when they return.

Castle and Barnaby Real Estate Inc. o/a Park and Protect is not required to grant parental leave to employees who have been with the brokerage for fewer than 90 days. Employees may still choose to take leave and may still be eligible for Employment Insurance benefits through the Government of Canada, but they are not guaranteed their job once their leave ends. However, if there was an agreement made upon hire, regarding the timing of the leave, Castle and Barnaby Real Estate Inc. o/a Park and Protect is required to guarantee the employee's job during the leave.

Employees must give six weeks' notice before the start of parental leave and four weeks' notice before their expected return to work date, regardless if they plan to return.

<if your brokerage offers top-up pay to eligible employees, detail there here>

Personal and Family Responsibility Leave (Sick Leave)

The Alberta Employment Standards Legislation mandates five days of leave without pay for personal or family responsibility reasons. This includes sick leave.

Full-time permanent employees of Castle and Barnaby Real Estate Inc. o/a Park and Protect will accrue sick leave at a rate of <insert #> days per year. The accrual begins as of the employee's start date.

Castle and Barnaby Real Estate Inc. o/a Park and Protect expects employees to inform their supervisor as soon as they know they will be unable to work due to illness. If an employee is out sick from work for three consecutive days, the supervisor may request a doctor's note.

<if employees have the option of telecommuting, you might wish to encourage this option for employees that are sick with seasonal viruses but able to work, to keep them from spreading throughout the office, i.e. Employees who are sick with a seasonal virus but feel able to work, should work from home. Those working from home are expected to inform their supervisor of their intentions and ensure that any duties they are not able to meet can be covered, including open houses, showings, or presentation of offers.>

Reservist Leave

This leave is protected under provincial legislation. Employees are entitled to their same or an equivalent position upon return.

Employees who have worked with the brokerage for at least 26 consecutive weeks and are a Reservist are eligible to take unpaid leave for deployments and training. The broker may grant leave to employees who have been with Castle and Barnaby Real Estate Inc. o/a Park and Protect for less than 26 weeks, on a case by case basis.

Eligible employees can take up to 20 days each calendar year for annual training and as long as necessary to accommodate a period of service required for domestic or international deployment.

Employees requesting reservist leave must provide the broker with four-weeks' written notice of their intention to take the leave as well as documentation from the employee's commanding officer stating:

- that the employee is taking part in an activity that qualifies for reservist leave
- the day on which the leave will start
- the estimated or known length of the leave

Employees wishing to end their leave must give written notice, including the expected return to work date:

- as soon as possible for leaves of less than four weeks
- four weeks prior to their return to work date for leaves of more than four weeks

Notice of Absence/Vacation—Real estate licensees

Real estate licensees are required to provide two-weeks' notice in writing of any time away from the office. This written notice shall include specific departure and return date and time and the name of the brokerage real estate licensee managing their portfolio in their absence.

15. Other Employment

Employees may wish to take on other projects outside their duties with Castle and Barnaby Real Estate Inc. o/a Park and Protect. Employees must inform the brokerage if they are taking on outside employment. We encourage employees to explore all their individual interests, but if the broker or supervisor finds that this external work is negatively affecting your performance with the brokerage, employees may be required to reduce or eliminate this project to maintain employment with Castle and Barnaby Real Estate Inc. o/a Park and Protect.

No employee shall take on work with another real estate brokerage while employed with Castle and Barnaby Real Estate Inc. o/a Park and Protect.

16. Worker's Compensation

Castle and Barnaby Real Estate Inc. o/a Park and Protect carry's coverage under WCB-Alberta for all employees, not including independent contractors.

Independent contractors are required to carry their own coverage and must provide written confirmation to the brokerage.

Part 4: Workplace Standards

Castle and Barnaby Real Estate Inc. o/a Park and Protect is committed to providing a workplace built on respect, dignity, and safety and expects all employees to act with courtesy and professionalism in all their actions as representatives of the brokerage.

For our purposes, the workplace is not limited to the brokerage office but extends to any interactions where the employee is acting in the role as representative of the brokerage, including offsite meetings, viewings, and open houses.

1. Respectful Workplace Policy

All people are equal, deserve to be treated with dignity and fairness and have the right to work in a professional environment with equal opportunity and without fear of discrimination, harassment, or violence.

Any employee experiencing or witnessing discrimination, harassment, or violence in the workplace is expected to report this behaviour to the broker.

Castle and Barnaby Real Estate Inc. o/a Park and Protect will not tolerate any employee behaving in a way that may harass, discriminate against, or harm others and has a responsibility to investigate reports of these negative behaviours.

For reference:

Discrimination is the unjust or prejudicial treatment based on a person's race, colour, ancestry, place of origin, political ideology, religion, marital status, physical or mental disability physical appearance, age, gender, sexual orientation, or other real or perceived differences.

Harassment is aggressive pressure or intimidation. It can be, but isn't necessarily, sexual in nature. It can be an escalation of discrimination or an attempt to coerce the victim to action or inaction based on the views or needs of the perpetrator.

Violence is a threatened, attempted, or realized action which causes or is likely to cause physical injury.

Castle and Barnaby Real Estate Inc. o/a Park and Protect encourages employees to promptly report any harassing, discriminatory, or violent behaviour so that appropriate action may be taken as soon as possible.

Responding to and Investigating complaints

Once harassing, discriminatory, or violent behaviour is reported, the broker will:

- keep a written record of the initial complaint
- keep the complaint confidential unless the complainant gives express permission otherwise
- advise the complainant of their rights to:
 - make a written complaint
 - be represented by any person of choice at any stage of the process
 - withdraw from any further action in connection with the complaint at any stage (though the broker may continue the complaint)
 - pursue other avenues of recourse, such as making a complaint under the *Alberta Human Rights Act* or *Criminal Code*

Where complainant does not wish to make a formal written complaint:

- the complainant may request the broker meet with the other party to obtain an apology and assurance that the offensive conduct will not be repeated
- the broker may meet with the alleged offender, regardless of the wishes of the complainant, if this can be done without disclosing, directly or indirectly, the identity of the complainant
- the broker may nevertheless make a written complaint if:
 - there have been previous complaints against the alleged offender

- the brokerage has a responsibility to address the situation, such as where the alleged offender has previously given an assurance to not repeat previous offenses
- the supervisor will keep a confidential written record of any relevant discussions between the broker and alleged offender

Where the complainant wishes to make a written complaint, even where the broker believes that the conduct in question is not a violation of this policy, the broker will:

- assist the complainant in drafting a written complaint, which must be signed by the complainant
- immediately provide copies of the complaint to both the complainant and the alleged offender

Where the broker, broker delegate, or office manager decides to make a written complaint, even when the complainant does not wish to, they will:

- prepare and sign a written complaint
- provide copies of the complaint to the alleged offender and complainant
- provide the alleged offender with a copy of this policy
- inform the alleged offender of their right to have representation at any stage of the process

Any brokerage representative found to be violating the Alberta *Human Rights Act* or *Real Estate Act*, Rule 42 will face discipline—and potential termination of employment. This may depend on severity of the conduct, willingness to learn from or to change the conduct.

After an investigation, the broker will determine the next course of action dependent on the facts. This may include termination of the employee who is subject of the complaint.

2. Occupational Health and Safety

All workers in Alberta have rights under the *Occupational Health and Safety Act*, including the right to:

- **know** if there are duties or areas within their job or worksite that may expose them to danger
- **participate** in activities and discussions on health and safety in the workplace
- **refuse** dangerous work

A “worker” can be an employee of the brokerage, a third-party contractor at the brokerage, or any other person at a brokerage job site for work purposes.

If an employee is injured in the workplace they must report the injury <enter to whom the injury must be reported or, if an incident report form must be filled out and submitted, include that information.>

<Employees unable to work due to an injury incurred at the workplace are entitled to compensation through Castle and Barnaby Real Estate Inc. o/a Park and Protect’s short-term disability benefit and/or Workplace Compensation insurance.>

Castle and Barnaby Real Estate Inc. o/a Park and Protect is committed to ensuring the safety of all employees is a priority.

Health and Safety Representative

<This section is required for all brokerages that employ 5–19 employees. The brokerage may choose to remove this section if your brokerage has fewer than 5 employees or more than 19.>

As per Alberta's *Occupational Health and Safety Act*, Castle and Barnaby Real Estate Inc. o/a Park and Protect has an employee Health and Safety Representative. This representative is chosen by the employees, not appointed by management. The representative is responsible for meeting regularly with the broker to discuss health and safety matters.

Health and Safety Program and Health and Safety Committee (HSC)

<This section is required for all brokerages that employ 20 or more industry members and administrative staff at a single job site. You may choose to remove this section if your brokerage has fewer than 20 employees at a job site, which includes a virtual job site.>

As per Alberta's *Occupational Health and Safety Act*, Castle and Barnaby Real Estate Inc. o/a Park and Protect has established a Health and Safety Program, including a Health and Safety Committee.

Castle and Barnaby Real Estate Inc. o/a Park and Protect's Health and Safety Programs includes these 10 elements:

1. health and safety policy
2. hazard assessment and control
3. emergency response plan
4. statement of OHS responsibilities of the employer, supervisors and workers at a work site
5. schedule and procedures for work site inspections
6. procedures for when another employer or self-employed person is working at the work site
7. health and safety orientation and training for workers and supervisors
8. procedures for investigating incidents, injuries and refusals to work
9. procedures for worker participation in work site health and safety, including inspections and investigating incidents, injuries and refusals to work
10. procedures for reviewing and revising the health and safety program

The Health and Safety Program includes a Health and Safety Committee. This committee is made up of staff and management representatives who are responsible for:

- addressing concerns and complaints about the health and safety of workers
- identifying and clearly communicating worksite hazards to workers or other persons
- developing, promoting, and evaluating measures to protect the health and safety of employees
- cooperating with Alberta Occupational Health and Safety Officers exercising duties under the *Occupational Health and Safety Act*, the Regulations, and the Code
- developing and promoting programs for education and information concerning health and safety
- making recommendations to the broker respecting the health and safety of workers
- investigating serious injuries and incidents at the worksite
- maintaining records on concerns and complaints received
- attending other matters relating to the duties of the committee

- performing additional duties as may be specified in the *Occupational Health and Safety Act, Regulations and Code*.

As required under the *Occupational Health and Safety Act*, Castle and Barnaby Real Estate Inc. o/a Park and Protect will support the establishment and work of the committee by:

- providing adequate resources, time and training to help committees and representatives function effectively
- holding meetings and carrying out duties and functions during normal working hours
- posting the names and contact information of committee members and representatives where they are accessible to all employees

The Health and Safety Program is available to all brokerage employees as part of the orientation package.

Safety

Real estate licensees can find themselves in situations where they are alone, or in unfamiliar locations with people they don't know. Professionals can find themselves at risk for assault, robbery, and verbal abuse.

Castle and Barnaby Real Estate Inc. o/a Park and Protect encourages all employees who may find themselves working alone to use prevention strategies including a safety checklist and safe visit plan.

Safety Awareness Checklist

<

The broker should create an appropriate checklist for scenarios that may occur in areas your employees may find themselves working in, such as open houses, property viewings, travelling alone, etc.

Additional situations to consider may include client behaviors to watch out for, specific locations, previous experiences, and the presence of dangerous items or animals.

>

Safe Visit Plan

When meeting a prospective or new client, real estate licensees should:

- **meet them in the office or a public space**
- **provide the brokerage with the name of the client and the location** where you are meeting
- get the **make and model of the client's vehicle**, if meeting at a listing
- have them **complete the RECA Consumer Relationship Guide**, asking for ID to record their full legal name
- if meeting at the brokerage office before **taking a single vehicle to a listing** or other offsite location
 - **consider having their assistant accompany** them to any offsite initial meetings

- always **keep your cellphone on hand** to call 911 if necessary
- **inform the brokerage when they can expect to hear from you** or see you back in the office

<The Government of Alberta has developed checklists to assist in creating appropriate safe work plan. Download [Working Alone Safely: A Guide for Employers and Employees](#) and see Appendix 1.2 and Appendix 1.5.>

Castle and Barnaby Real Estate Inc. o/a Park and Protect will not compensate real estate licensees for creating an emergency kit for their vehicles, licensees pledge that will ensure they have a compliant kit at their sole expense. This kit should include <brokers should complete the Checklist for Employees Who Travel Alone, Appendix 1.4 of [Working Alone Safely: A Guide for Employers and Employees](#) to develop a policy/plan for their brokerage>.

3. Personal Standards & Dress Code

To present a professional image, Castle and Barnaby Real Estate Inc. o/a Park and Protect has a business-casual dress code and expects all representatives to practice good hygiene.

Casual clothing such as baseball hats, casual tees shorts, jeans with rips or tears, tank tops, flip flops, etc. are not acceptable for situations where employees are acting as a representative of the brokerage.

We appreciate that it may be necessary to make dress code allowances, due to religious or other reasons. The broker reserves the right to assess these situations on a case-by-case basis.

The brokerage office is scent free. Employees are asked to refrain from wearing perfume or cologne and to keep other personal care scents to a minimum when in the office. Real estate licensees meeting with the public are also advised to keep scent to a minimum, in consideration of allergies and other sensitivities.

Automobiles

If you are using your automobile to transport clients, you are expected to keep it neat, clean and in good mechanical order. You must maintain a current driver's license, vehicle registration and commercial insurance. You must immediately notify the broker if your driver's license is suspended or terminated for any reason. You must provide the brokerage with proof of your commercial insurance coverage annually.

Substance Use

At no time, in capacity as a representative of Castle and Barnaby Real Estate Inc. o/a Park and Protect, are employees permitted to be under the influence of alcohol, cannabis, or other illicit drugs. Employees taking prescription medications must take them as prescribed.

4. Reliability

Castle and Barnaby Real Estate Inc. o/a Park and Protect employees are expected to arrive on time and ready to work according to their approved work schedule, or in the case of licensed professionals at the brokerage, expected to arrive at brokerage or client meetings promptly and prepared.

Employees are eligible for sick, vacation, and other leaves. If an employee will be absent from work for any reason, they must always notify their supervisor of the circumstances, in accordance with the applicable Leaves of Absence policy.

If an employee is consistently late or absent or is otherwise found to be abusing any leave policy, the broker may initiate disciplinary action.

5. Grounds for Discipline

Castle and Barnaby Real Estate Inc. o/a Park and Protect retains the right to address, by discipline or dismissal, an employee's unacceptable behaviours including:

- unsatisfactory performance
- absenteeism or lack of punctuality
- theft or fraud
- dishonesty
- unauthorized disclosure of information
- discrimination, harassment or violence
- willful misconduct or disobedience of lawful and reasonable order
- conduct detrimental to the safe and proper business practices of the business or its employees

The disciplinary action taken will be determined by the severity of situation. Written documentation will be prepared and kept in the employee's personnel file.

6. Employment Termination

Employee-driven termination

An employee who is not an independent contractor wishing to terminate their employment must give written notice, unless within the probationary period. The amount of written notice required by law depends on the length of employment:

- after probation, but under two years requires one week's written notice
- two years or more requires two weeks' written notice

Provided that the employee gives the required notice, the brokerage must pay all wages, overtime, general holiday pay, and vacation pay due to the employee within ten (10) business days following the termination of employment.

If an employee quits without required notice, the brokerage must pay all wages, overtime, general holiday pay, and vacation pay due to the employee within ten (10) business days following the date on which the termination would have taken place if notice had been given.

An employee may terminate their employment without notice in the case of just cause and be entitled to the same rights as if they gave the required written notice. Circumstances that accommodate just cause include, but are not limited to:

- physical or mental health or safety is at risk by continuing to work
- unforeseen or unpreventable circumstances beyond the control of the employee prevents the employee from continuing to work
- the employee is being temporarily laid off and communicates their unwillingness to return later

- the employer reduces the rate of pay for wages, overtime, vacation, general holidays, or reduces the hours of work for full-time employees

Independent contractors must give the broker 2-weeks' notice before they leave the brokerage, including when they are transferring to a different brokerage. When leaving the brokerage the real estate licensee must comply with the requirements in Section 28 of this guide: Leaving the Brokerage.

Employer-driven termination

Castle and Barnaby Real Estate Inc. o/a Park and Protect is required to provide written notice of termination, unless the employee is still within their probation period. The amount of written notice required by law depends on the length of employment:

- after probation, but under two years requires one week's written notice
- two years or more requires two weeks' written notice

In lieu of notice, the brokerage may grant a combination of written notice and termination pay instead. Castle and Barnaby Real Estate Inc. o/a Park and Protect will provide all wages, overtime, general holiday pay and vacation pay due to the employee within ten (10) days following the termination of employment.

Castle and Barnaby Real Estate Inc. o/a Park and Protect may terminate an employee without notice or termination pay in the case of just cause. Circumstances resulting in just cause include, but are not limited to, circumstances of fraud or theft.

While no notice or pay in lieu of notice is made, in the case of termination with just cause, Castle and Barnaby Real Estate Inc. o/a Park and Protect will provide all wages, overtime, general holiday pay and vacation pay due to the employee within ten (10) days following the termination of employment.

7. Dispute Resolution

Amicable relationships between Castle and Barnaby Real Estate Inc. o/a Park and Protect employees and others are essential to our work.

We expect all employees to be accountable in their actions and advice, foster good will and cooperation, and deliver outstanding quality and results. We aim to exceed client expectations. We will do all of this while meeting your obligations to fulfill your fiduciary duties to each client.

If despite your best efforts a dispute should arise, Castle and Barnaby Real Estate Inc. o/a Park and Protect encourages representatives to openly, and respectfully communicate with the other party as the first course of action in resolving the issue.

Disputes requiring mediation should immediately be brought to the attention of the broker who will determine the best course of action.

Disputes Within the Brokerage

Any disputes involving two or more employees of Castle and Barnaby Real Estate Inc. o/a Park and Protect must be brought to the attention of the broker who will:

- meet with each employee
- review relevant documentation.

At this point, the broker may reach a decision or may choose to hold a meeting with the employees to facilitate an agreement.

If the employees involved are not able to come to an agreement, the broker will come to a decision.

All decisions from this process will be final.

Disputes with Consumers

Employees are required to immediately report to the broker all problems, complaints and other circumstances, related to any Castle and Barnaby Real Estate Inc. o/a Park and Protect real estate licensees' conduct, activities, or services, which may lead to complaints, disputes or controversies.

The broker, or other representative, will work to resolve issues directly with the individuals. The real estate licensee will cooperate by supporting all efforts to resolve disputes.

Whenever possible, Castle and Barnaby Real Estate Inc. o/a Park and Protect will employ an alternative dispute resolution process.

Disputes with Real Estate Licensees at Another Brokerage

Real estate licensees must bring to the immediate attention of the broker all disputes with professionals or clients of other brokerages.

The brokers of each brokerage will review the issues with real estate licensees or clients and all related documentation. They will attempt to come to an agreement. If an agreement is reached, the decision will be final.

Should the brokers not be able to resolve the dispute, it may be moved to arbitration or mediation, or in cases of conduct deserving of sanction, referred to RECA.

Voluntary Broker Resolution Process

The Voluntary Broker Resolution Process (VBRP) is the mediation initiative of the Real Estate Council of Alberta (RECA) to resolve complaints against real estate licensees involving breaches of the *Real Estate Act*, Rules, or Regulations.

Managed by the broker, this process requires the written consent of all parties. If the dispute is resolved through the VBRP, the official complaint is withdrawn and RECA terminates the investigation.

For more details on the VBRP visit reca.ca.

Arbitration

When a dispute of any kind is before the brokerage, it is at the sole discretion of the broker to settle, dispute, or arbitrate the issue. This applies to internal brokerage issues, brokerage-to-brokerage issues and brokerage to consumer issues. If a dispute involves two brokerages that are members of the same industry board, then the board's arbitration rules may apply.

8. Legal Action Against the Brokerage or Real Estate Licensee

Real estate licensees of Castle and Barnaby Real Estate Inc. o/a Park and Protect are required to inform the broker of any legal actions, threats of legal actions, or of any anticipated claims—against themselves and/or the brokerage—so that the broker may:

- give notice to RECA, as required, REIX—the Errors & Omissions insurer, and any other third-party insurer
- attempt to mitigate the issue and prevent it from progressing further
- consult its own legal counsel

If a criminal charge under the Criminal Code is laid against a real estate licensee employed by the brokerage, the real estate licensee must notify the brokerage and also notify the Executive Director of RECA immediately (within 5 days) of the charge being laid.

Real estate licensees must obtain written permission from the broker and indemnify the brokerage for costs or damages arising out of the action before initiating any legal action that results while trading in real estate.

Legal Counsel Involvement

The brokerage is responsible for defending any claim against it and its representatives. The broker will decide when a complaint needs to involve the brokerage’s legal counsel.

Where commissions are involved in a claim, the expense of defending the claim may be deducted from the gross commission before any commission split takes place or as agreed.

Should the claim be the result of the representative knowingly contravening the *Real Estate Act*, the Rules or the information contained within this Brokerage Policies & Procedures Manual, the full cost of the legal defense would be the responsibility of the real estate licensee.

Claims or legal actions against a real estate licensee may have an impact on the continuation of a real estate licensee’s licensing. It may also affect their employment or contract status with Castle and Barnaby Real Estate Inc. o/a Park and Protect.

9. Disaster Plan

Castle and Barnaby Real Estate Inc. o/a Park and Protect has implemented a disaster plan to protect the business of the brokerage. This includes plans for the relocation of the office should a serious event—such as a fire—occur. It also includes off-site and backup storage of all electronic records.

Should a disaster occur, real estate licensees will assist the broker in taking the necessary steps to recover from the disaster and return the brokerage to normal operations, e.g. compiling files in their possession to help recover lost records.

Real estate licensees are expected to be familiar with the disaster plan, <insert the plan below or describe how it is accessed, e.g. file path on network, in hardcopy in an employment binder>.

Part 5: Privacy and Confidentiality

Protection of information is both a professional and legal obligation.

Protection of personal information is governed by the Alberta *Personal Information Protection Act* (PIPA), the Federal *Personal Information Protection and Electronic Documents Act* (PIPEDA).

There is a requirement as well to comply with the *Real Estate Act*, Rules and brokerage policies regarding confidentiality of all sensitive, financial, and other business information.

1. Employee Information and Privacy

Castle and Barnaby Real Estate Inc. o/a Park and Protect maintains a confidential personnel file for each employee. In accordance with Alberta's *Personal Information Protection Act (PIPA)*, these files can only be accessed by the broker, the supervisor, and the employee. If an employee is reviewing the original copy of their file, the broker or supervisor is required to remain in the room to ensure no parts of the file are removed.

It is the employees' responsibility to ensure their file remains up-to-date by informing the brokerage of any changes to their personal information.

The brokerage must get approval from the employee before allowing others to review the employee's personnel file.

Personnel Files

Employee files will include the employee's:

- full name
- Social Insurance Number
- personal address and contact information
- name and phone number of the primary emergency contact
- resume as submitted in application
- signed offer of employment, detailing
 - position title
 - employment start date
 - remuneration details, including amount and term (e.g. \$70,000 annual salary)
 - job level or categorization within the brokerage
 - probation period expiry date
 - benefit and vacation eligibility and details
 - terms or conditions of employment
- job description
- signed confidentiality statement
- signed CRA taxation declaration (TD1)
- record of salary increases
- completed and signed performance appraisals
- criminal record check*
- names of dependents <if required for benefits purposes>
- <list other pertinent information the brokerage will need to effectively manage employees>

*Castle and Barnaby Real Estate Inc. o/a Park and Protect will reimburse the cost of obtaining the criminal record check. Employees must submit their receipt accompanied by any applicable paperwork to accounting.

As per the Alberta Employment Standards Legislation, the brokerage will retain the personnel files of former employees whether the employee resigned, retired or was terminated, for a minimum of three years following employees' last date of employment.

Release of Information

The brokerage will not provide access to or disclose employee information, even when contacted as an employee reference, if it violates:

- Alberta's *Personal Information Protection Act*
- an individual's right to privacy, unless required by law or by express written consent of the individual

The brokerage will only confirm if the individual has or has had a relationship with Castle and Barnaby Real Estate Inc. o/a Park and Protect.

2. Customer and Client Information

Castle and Barnaby Real Estate Inc. o/a Park and Protect only collects information necessary to facilitate real estate transactions or otherwise provide professional and competent service to its clients and customers.

Protecting Information

Sensitive information must be protected and secured during collection, processing, storage and disposal. Hardcopy documents should be locked in a secure cabinet when not in use. Electronic documents should be secured with passwords that comply with the brokerage standards and current cybersecurity best practices.

Employees should only discuss the details of a transaction with the real estate licensee involved in the transaction. They should ensure that conversations do not take place in the presence of others.

Administrative assistants employed by real estate licensees must sign confidentiality agreements and are required to adhere to the same privacy requirements as other employees of Castle and Barnaby Real Estate Inc. o/a Park and Protect.

Consent – Employee Responsibilities

Real estate licensees must obtain the express written consent of the client or customer to collect, use, and disclose sensitive information, including contact information. <This also applies to unlicensed on-site managers>

Any real estate licensee using client information for a purpose that extends beyond the consent already provided (e.g. soliciting sales) must obtain additional consent from the client.

Client information held by the brokerage will not be disclosed to third parties without the consent of the client, unless required to by law. Requests for information by law enforcement officials, lawyers, private investigators or other agents or subpoenas for documents issued by the court must be referred to the privacy officer.

Accuracy of Information

Employees must ensure, to the best of their abilities, all information collected is accurate. At a minimum, a brokerage representative must:

- collect personal information directly from the consumer

- verify property information, such as taxes, assessments, ownership, with the applicable public authority
- attach a disclaimer of accuracy to any disclosure of information to a third party

3. Privacy Officer

<Castle and BArnaby Real Estate Inc. o/a Park and Protect's> privacy compliance officer is <insert name of applicable employee> and is responsible for:

- establishing and updating protection policies
- evaluating and encouraging compliance with the policies and implementing corrective measures
- ensuring policies are implemented by organizations to which data-processing function are outsourced
- establishing criteria for classification of information
- educating employees on the importance and implementation of information protection
- resolving consumer privacy complaints to the satisfaction of the consumer. See Disputes with Consumers
- responding to requests for access to and correction of personal information
- assisting the Office of the Information and Privacy Commissioner during investigations of privacy complaints against the organization

Record Retention Policy

All representative records related to trades—successful or not—in real estate of Castle and Barnaby Real Estate Inc. o/a Park and Protect are the property of the brokerage. Real estate licensees of Castle and Barnaby Real Estate Inc. o/a Park and Protect are responsible for guaranteeing all records are provided to the brokerage immediately after they are executed and are safeguarded as per brokerage policy and legislation.

Record Retention Regulations & Recommendations

Regulating Body	Document Types	Retention Requirements (years)
Real Estate Council of Alberta	All transaction documents	3
Canada Revenue Service	All financial and trade records	7
Real Estate Insurance Exchange (REIX) (recommend)	All transaction documents	10
Statute of Limitations (recommend)	All transaction documents	Depends: 2 or 10 (10 recommended)

Castle and Barnaby Real Estate Inc. o/a Park and Protect retains transaction documents for <insert #>years, after which the brokerage will securely destroy the documents.

Part 6: Real Estate Licensees' Responsibilities and Guidelines

Each real estate licensee will receive written confirmation authorizing the areas of specialization in which they can transact business on behalf of Castle and Barnaby Real Estate Inc. o/a Park and Protect. However, real estate licensees at the brokerage may only trade in the sector in which they hold an authorization. All other work must be referred to professionals in the brokerage with the appropriate authorization.

The brokerage expects real estate licensees to only trade in Alberta locations where they have knowledge and experience with local conditions. They must have the approval of the broker and be licensed in the other jurisdiction to carry out any trades outside of Alberta.

1. Communications with the Brokerage

Real estate licensees are required to respond promptly to broker or brokerage inquiries, as stipulated in *Real Estate Act* Rule 53(g).

Real estate licensees must also inform the broker and RECA immediately if they have changed their name, or are the subject of disciplinary, financial, professional, or criminal proceedings as outlined in *Real Estate Act* Rule 40.

Real estate licensees are expected to provide a cell phone number where they can reliably be reached by representatives of the brokerage. Calls that come into the brokerage will be forwarded to this number.

2. Licence, Registration and Membership

Joining the brokerage:

- **New applicants**—They must complete the registration application process in myRECA. Fees will be paid by Castle and Barnaby Real Estate Inc. o/a Park and Protect or the Applicant. Once they have completed your portion of the registration, Castle and Barnaby Real Estate Inc. o/a Park and Protect will complete the online registration process.
- **Transfers from another brokerage**—They must either terminate their registration with their current brokerage or have our broker initiate the registration transfer by sharing their myRECA username.

Real estate licensees new to Castle and Barnaby Real Estate Inc. o/a Park and Protect must ensure their registration is active on myRECA prior to conducting any activity that requires a licence (i.e. trading in real estate).

Annual Renewals

Real estate licensees representing Castle and Barnaby Real Estate Inc. o/a Park and Protect are required to keep their board and association memberships as well as their licence to trade in real estate in good standing.

Castle and Barnaby Real Estate Inc. o/a Park and Protect expects real estate licensees to complete the myRECA renewal process, required education, and submit the fees by September 30th each year. We

encourage real estate licensees to complete any RECA Re-Licensing Education courses as soon as they are available to stay as current as possible on all aspects of the industry.

Terminating from the brokerage:

Real estate licensees, upon termination of their registration with the brokerage, must:

- Leave all documentation related to transactions (service agreements, client contact information, etc.) with the brokerage
- Leave all documentation for past client relationships and transactions with the brokerage
- Return any equipment belonging to the brokerage, such as signage, key boxes, etc.
- Return office keys to the brokerage
- Notify the real estate board of the termination

3. Brokerage Sales Meetings

TBD

Sales meetings are mandatory for real estate licensees, who are expected to show up prepared to participate in discussions. These meetings provide a venue for fostering teamwork and discussing any pertinent issues. Other topics that may be covered during sales meetings could include:

- current market conditions
- review of real estate rules and regulations and real estate publications
- ideas to improve methods of listing and selling
- results of inspections
- new mortgage commitments and methods of financing
- review listing (current, new, and changes)
- properties sold and withdrawn from market
- sales contests
- ethics, policies and procedures

Real estate licensees must inform the broker in advance if they are unable to attend a sales meeting.

4. Floor Duty

All real estate licensees are expected to perform regular floor duty. Castle and Barnaby Real Estate Inc. o/a Park and Protect requires those on floor duty to prioritize answering phone calls and helping walk ins over their other administrative work.

Real estate licensees must be thoroughly familiar with the advertising schedule and properties being advertised to competently respond to all inquiries.

Rationale

Floor duty benefits both the brokerage and the real estate licensee. For the brokerage, floor duty ensures that there is always a real estate licensee available to answer inquiries. For the real estate licensee, floor duty offers the opportunity secure new prospects.

Schedule

Floor time is broken into two periods each business day:

Real estate licensees are all expected to cover floor duty on weekends and tour days as part of the regular schedule. Brokerage management takes due time and care in creating the schedules ensuring floor duty shifts are distributed fairly among all Castle and Barnaby Real Estate Inc. o/a Park and Protect real estate licensees.

Real estate licensees are responsible for checking this schedule and ensuring they are available for their shifts or arrange for another real estate licensee to cover a shift.

Floor Person Duties

Cold Calls and Walk-ins

The primary responsibility of the floor person is to handle all real estate cold calls and walk-ins, unless the person requests a specific real estate licensee. The floor person is expected to acquaint themselves with the properties being advertised and those carrying "For Sale" signs, so that they may competently field any inquiries on these properties.

Brokerage Administration

Floor duties also include additional administrative duties, which will depend on the day and time of the shift. <insert any administrative duties that the floor person will regularly be expected to fulfill.>

Transaction Administration

As long as the brokerage priorities are being met, real estate licensees on floor duty may also use this time to do their own administrative work such as creating ads, updating listings, and making callbacks.

5. Insurance

Castle and Barnaby Real Estate Inc. o/a Park and Protect will maintain general property and liability insurance for the brokerage facilities and activities.

Vehicle Insurance

Real estate licensees must maintain liability insurance, with a commercial rider and a minimum of \$2,000,000 coverage, on any vehicle used to carry customers and clients. Professionals must provide proof of this coverage annually to the brokerage.

Business Liability

If you operate an office in your home where you meet customers and clients, you must maintain business liability coverage on your home.

Premiums

Castle and Barnaby Real Estate Inc. o/a Park and Protect has negotiated premiums with <insert insurance company> to provide personal general liability insurance for independent contractors. The cost for the premiums will be deducted from the independent contractor's office account accordingly.

6. Unlicensed Assistants

Real estate licensees <may/may not> hire an unlicensed assistant to carryout administrative functions on their behalf. All expenses related to a real estate licensee's assistant, such as salary and stationary supplies, are the responsibility of that professional.

Castle and Barnaby Real Estate Inc. o/a Park and Protect prohibits the use of Castle and BArnaby Real Estate Inc. o/a Park and Protect or branding on any business cards or other marketing materials for use

by unlicensed assistants. Castle and Barnaby Real Estate Inc. o/a Park and Protect also prohibits unlicensed assistants from appearing in any brokerage marketing or advertising.

Assistants and their supervisors must comply with the requirements of the *Real Estate Act* Rules:

- **At no time are unlicensed assistants to carry out any trading activities.**
- **Assistants must always identify themselves, or be identified,** to the public and other real estate licensees, as unlicensed assistants to the real estate licensee
- Associates brokers and associates must have **written consent from the broker** before hiring an assistant, and reserves the right to require the associate or associate broker to terminate the assistant due to misconduct, if necessary
- Assistants **must sign a confidentiality agreement** acknowledging their commitment to keeping confidential of all information they deal with in connection to their responsibilities as an assistant
- Real estate licensees must **work with the broker to develop a job description** for the assistant which outlines the tasks that unlicensed assistants may perform

For a list of tasks that unlicensed assistants can and cannot carry out, download the “Assistants – Real Estate Brokerage” Information Bulletin from reca.ca.

7. Education and Training

Real estate licensees are encouraged to take advantage of every opportunity to develop their knowledge and skills. Through Castle and Barnaby Real Estate Inc. o/a Park and Protect you have access to <insert any brokerage or franchise training programs>.

You must also stay up-to-date on the regulatory requirements of the *Real Estate Act* and Rules, by:

- Completing the Re-Licensing Education courses through RECA, as required, and in a timely fashion
- Accessing resources online through blogs, videos and on various social media platforms

As a member of Canadian Real Estate Association (CREA), Alberta Real Estate Association (AREA), and <your local board>, there are a great number of professional development opportunities available, including information updates, videos, newsletters and best practice tips as well as seminars.

8. Consumer Relationships

Real estate licensees are required under the *Real Estate Act* Rules to present and explain to the consumer with RECA’s Consumer Relationships Guide. You must give them time to read and sign it, so they understand the types of relationships they can enter with the brokerage before they sign any relationship agreements.

Copies of the Consumer Relationships Guide can be found on reca.ca under the Industry Tools and Resources.

Sole Agency

Castle and Barnaby Real Estate Inc. o/a Park and Protect operates as a <common law/designated agency> brokerage.

<

For common law:

Any real estate licensee registered with the brokerage can work with a client at any point in their relationship with Castle and Barnaby Real Estate Inc. o/a Park and Protect. This allows us to meet the needs of brokerage clients regardless of the schedule or status of any one representative.

OR for designated agency:

Clients of Castle and Barnaby Real Estate Inc. o/a Park and Protect work solely with their assigned real estate licensee named in their service agreement to avoid any conflicts of interest.

>

When Castle and Barnaby Real Estate Inc. o/a Park and Protect is sole agent to a client, real estate licensees must provide:

- **Undivided loyalty**—the client comes first. Real estate licensees must avoid conflicts of interest and protect the clients' interest during all negotiations.
- **Confidentiality**—real estate licensees must not share any sensitive information except where required by law.
- **Full disclosure**—real estate licensees must inform clients about anything and everything that might affect their relationship with the brokerage or the transaction.
- **Obedience**—they ask, we obey. If the request is lawful, reasonable, and ordinary real estate licensees must do their due diligence in meeting the clients' needs.
- **Reasonable care and skill**—real estate licensees must meet the standard of a reasonable and competent member of the real estate industry in all their duties.
- **Full accounting**—real estate licensees must account for all money and property they receive, while acting on the clients' behalf, and ensure it is returned or forwarded accordingly when the agreement ends.

Conflicts Management

In situations where Castle and Barnaby Real Estate Inc. o/a Park and Protect represents both the buyer and the seller, the real estate licensee(s) must inform the clients of the conflict of interest and advise them of their options:

- **Either client can terminate their agency relationship with the brokerage and hire a different agent.** <insert any information on brokerage policy for who is notified first/gets first right of refusal—buyer or seller, client with the longest relationship the brokerage, etc.>
- **One client can choose to represent themselves, becoming a customer of the brokerage, while the other maintains the client/agent relationship.** In this case, the real estate licensee must act in the best interests of the persons remaining in the client/agent relationship, while still offering reasonable care with respect to the persons who have become the customer.
- **Both clients can terminate their agency relationship and have the real estate profession facilitate the transaction without acting in the interest of either side.**

The real estate licensee's responsibilities in a transaction brokerage are to:

- **Be impartial** in dealing with both sides

- **Give both sides real estate statistics and information**, including comparable property information from listing services and databases
- **Provide agreements** of purchase and sale, lease, and other relevant documents, according to consumer instructions
- **Promptly provide all offers and counter-offers to and from each side**, even if there is already a contract to buy or sell the property
- **Pass on all information one side wants the other to know**
- **Keep both parties informed** of progress
- **Perform all additional tasks that serve both sides**, if allowed under the written service agreements for each side
- **Not give confidential advice or support to only one side**, or use judgement or discretion that benefits one side over the other

Consumer Relationships Guide

Sole agency best protects clients. Please ensure you explain the relationships fully and you advise clients of the likely preference for sole agency.

If a situation arises where transaction brokerage is under consideration, your clients should be cautioned that if they agree, they are giving up certain protections. You should explain what they are giving up. All parties must understand and agree to a transaction brokerage in writing, before either side presents or accepts the initial offer on the property.

Real estate licensees are required to inform clients and customers—in detail—the responsibilities and restrictions of the professional in each type of relationship. Professionals must have each client/customer sign the Consumer Relationship Guide indicating they have been informed of their options and acknowledge the type of relationship they are entering with the agent.

9. Written Service Agreements

Real estate licensees must:

- complete a written service agreement with all clients before facilitating any transactions
- If there is no representation, have the consumer sign a customer representation agreement
- use the appropriate service agreement based on:
 - the brokerage agency model, whether common law or designated agency
 - the status of the consumer as buyer or seller
 - conflicts in agency relationships
- review in detail the service agreement (and all other agreements) with the consumer
- immediately provide a copy of the signed agreement to the client

Copies of service agreements can be found <in the brokerage supply room/on the brokerage network/on reca.ca on the Forms page under Professionals and Learners>.

10. Listing a Property

The brokerage is accountable, and will hold the listing real estate licensee responsible, for the accuracy of information. This includes marketing information.

Real estate licensees must perform their due diligence in ensuring:

- their clients have the authority to sell the property, including any attached or unattached goods
- spousal consent is obtained, where necessary
- And all other due diligence for the transaction

Listing Presentations

Listing real estate licensees must discuss the following with potential clients:

- brokerage information:
 - <insert brokerage details that must be covered>
- comparative market analyses
- marketing plans
- consumer relationship options
- written service agreements
- additional contracts or consent agreements
- the fee structure
- material latent defects
- Real Property Reports
- fixtures
- <add any other items which your brokerage requires potential seller clients to be informed>

MLS® Listings

Real estate licensees must abide by <insert applicable real estate board>'s MLS® Listing Rules and Regulations. Contact the Board for more information.

Seller's Rights Reserved Clause

If the seller requests, real estate licensees can include Seller's Rights Reserved clause in the Listing Agreement, including the name of a potential buyer and expiration date. In such a case, Castle and Barnaby Real Estate Inc. o/a Park and Protect and our representative real estate licensees are not entitled to any commissions if the property is sold directly by the seller.

Residential Measurements Standards (RMS)

RECA requires all residential real estate licensees to use the Residential Measurement Standard (RMS) as defined by RECA for all listings that advertise a living area size. Listings must include:

If measured by the real estate licensee

- property measurements
- calculations
- diagram representing what was measured

If measured by a professional measurement company

- the measurement report, including the square footage. and a diagram of the exterior of the property measured

Real estate licensees must also comply with the requirements of <insert applicable real estate board> for listings submitted to the board. Confirm these with the Board.

Access to Properties: Keys and Lockboxes

Castle and Barnaby Real Estate Inc. o/a Park and Protect requires real estate licensees to use an approved lockbox for storing keys, fobs or other means of access to a property for sale.

Real estate licensees are responsible for the purchase and maintenance of their own lockboxes.

Lockbox Placement and Removal

Castle and Barnaby Real Estate Inc. o/a Park and Protect requires that you place lockboxes in appropriate places. If you are placing a lockbox at the front of a condominium complex, you may only secure it where approved by that condominium board.

You must remove lockboxes as soon as a listing expires, or a closing has taken place, or at the request of the seller.

Should Castle and Barnaby Real Estate Inc. o/a Park and Protect be notified that a lockbox has not been removed in a reasonable time, we will notify the professional responsible. If the real estate licensee does not remove the lockbox after <insert time line. e.g. 2 days, a week, etc.>, the brokerage will remove it at the real estate licensee's expense.

Lockbox Use Prohibited

If for some reason, it is not possible to use a lockbox, real estate licensees must properly tag the key, log the property information in the Key Log, and secure it in the key cabinet in the brokerage office. Key tags must only have the Key Log code recorded on them and the Key Log itself is to be kept in a location separate from the key cabinet.

Open Houses

Castle and Barnaby Real Estate Inc. o/a Park and Protect advertises Open Houses <insert day of the week>, as per <insert applicable board or association> rules & regulations.

Real estate licensees are responsible for ensuring the property is open for inspection, and that they or another licensed real estate licensee is on site during the advertised hours.

Under no circumstances should any real estate licensee permit any unlicensed personnel to staff open houses as this would be a contravention of the *Real Estate Act*.

Servicing Listings

In the absence of any offers, real estate licensees are required to provide updates to the seller every <insert interval> to discuss adjustments to the marketing plan, potential price reductions, or obtaining an extension on the service agreement before the expiration date.

Expired Service Agreements

Real estate licensees must discuss with the seller whether the seller intends to re-list at least one week prior to the Agreement's expiry. You must execute an amendment before the listing expires.

If the service agreement has expired, a new service agreement is required. The broker may allow the same real estate licensee to relist the property or assign it to another brokerage professional.

If the seller decides not to renew the listing with Castle and Barnaby Real Estate Inc. o/a Park and Protect, the real estate licensee must immediately return all property—keys and any other documentation, pictures, etc—belonging to the seller.

Withdrawn Service Agreements

When a listing is withdrawn by the seller, the service agreement will remain active until its scheduled expiration or it is terminated in writing. However, Castle and Barnaby Real Estate Inc. o/a Park and Protect will withdraw it from the board's MLS® System and no longer actively market the property.

<discuss any withdrawal fees or expenses to be charged to the seller.>

<insert any additional policies, e.g. if the real estate licensee or brokerage have the right to withdraw it>

Terminated Service Agreements

When a seller terminates a service agreement, the service agreement ends and the seller no longer has any commitments to Castle and Barnaby Real Estate Inc. o/a Park and Protect.

Real estate licensees must clearly explain withdrawals and terminations to the seller, determine the reason for the termination request, and come to an agreement for the best termination option before completing the appropriate termination documentation.

<indicate any expenses or fees to be charged to the seller in the event of termination.>

Illegal Use Properties

When obligated to do so, real estate licensees must fully disclose in all advertisements when properties have any features that are illegal under zoning or other municipal bylaws (e.g. illegal secondary suites). Advertising must not be misleading.

Viewing Properties for Sale

Castle and Barnaby Real Estate Inc. o/a Park and Protect requires all our real estate licensees to view all new Castle and Barnaby Real Estate Inc. o/a Park and Protect properties for sale to assist in matching potential buyers and ensuring a quick sale.

Internal Cooperation

The brokerage expects that real estate licensees will make the best interests of the seller a priority.

If a seller expresses their intention to work with a fellow brokerage associate, real estate licensees will inform the brokerage and the named associate of the sellers' decision. The initial representative may negotiate a referral fee with the new associate or broker depending upon the circumstances of the situation. See Referral Fees.

Any changes to the original service agreement are to be documented with the appropriate listing amendment forms.

External Cooperation

Castle and Barnaby Real Estate Inc. o/a Park and Protect expects real estate licensees to cooperate with other brokerages on our exclusive, non MLS® listings, provided the seller is fully informed of the advantages and disadvantages and authorizes the cooperation.

To enter into a cooperating agreement, the respective real estate licensees must discuss with their clients and obtain their direction to agree on:

- who will be the seller's principal contact
- how offers will be handled
- how commission will be shared

If the brokerages have different agency models, each brokerage must have a service agreement signed by the seller that references the cooperation with the other brokerage.

Castle and Barnaby Real Estate Inc. o/a Park and Protect strictly forbids real estate licensees co-listing a property to facilitate teaming up with a colleague at another brokerage.

To serve Castle and Barnaby Real Estate Inc. o/a Park and Protect clients to the very best of our ability, real estate licensees in a co-listing agreement will present all offers to the seller without preference for offers originating in Castle and Barnaby Real Estate Inc. o/a Park and Protect.

Mere Postings

Castle and Barnaby Real Estate Inc. o/a Park and Protect <does/does not> facilitate mere postings on the MLS® System.

As per the *Real Estate Act* Rules, the mere posting must have the following specific instructions for real estate licensees:

- access for showings
- how offers will be handled

<If your brokerage facilitates mere postings:

It is the responsibility of the real estate licensee to ensure any information that is used in marketing/advertising a mere posting is accurate.

>

Representing the Buyer for a brokerage Mere Posting

Real estate licensees must not create a relationship with, or give advice to, the seller. The seller is unrepresented and should be treated as a customer only.

11. Property Research

Title searches

When representing a seller or buyer client, Castle and Barnaby Real Estate Inc. o/a Park and Protect requires real estate licensees to complete a property title search on the seller's property or for any properties of interest to a buyer.

Real estate licensees should review the titles to identify and advise the seller or buying client about:

- any health hazard notices on title
- other registrations disclosure of which may assist the client to make decisions
- potential evidence of

- mortgage fraud
- foreclosure risk
- financial or other deficiencies

Representing the Seller

A copy of the current title must be included in the transaction file, and should be a part of a listing presentation as a best practice. Castle and Barnaby Real Estate Inc. o/a Park and Protect requires real estate licensees to review the document and take any action or give advice that may be necessary to satisfy due diligence obligations. For example, you may recommend sellers take any necessary steps to clear the title of any liens, bring the property into compliance with any restrictive covenants, etc. before listing the property.

If a spouse is not a titled co-owner but has lived on the property at any time during the marriage, dower rights usually apply. To sell the property, the spouse must give their consent in writing to sale of the property before the lawyer can finalize the land transfer documents. Real estate licensees of Castle and Barnaby Real Estate Inc. o/a Park and Protect must never counsel their client on dower rights, but may explain what they are and the known consequences of not following the *Dower Act*. For advice, the clients should see their lawyer.

Representing the Buyer

Real estate licensees must review the current and historic title details with prospective buyers prior to writing and presenting an offer on a property. This is so that the buyer can make a fully informed decision on the purchase and seek legal advice, if needed.

Real Property Reports (RPR)

A current copy of this report, and any noncurrent copies brokerage professionals may have reviewed, must be included in the transaction file.

Representing the Seller

Real estate licensees must obtain from the seller or directly from an Alberta Land Surveyor, with costs charged to the seller on agreement, a current copy of the RPR when a property is to be sold (excluding condominiums, other than bare land).

The real estate licensee is required to review the report to familiarize themselves with any issues that may affect the sale or marketing of the property, and explain these with the seller. The professional must also be aware of the implications of a non-compliant RPR at closing.

Representing the Buyer

Real estate licensees must review with their buying clients the RPR of a desired property to confirm compliance. If there are issues with compliance, real estate licensees must encourage the client to obtain legal advice on impacts on the agreement, or seek remedy of the issues before proceeding.

Material Latent Defects

Sellers must disclose to buyers all material latent defects, including government and local authority notices, lack of building or development permits, and physical defects that may or may not be discoverable during a reasonable inspection but are dangerous or potentially dangerous, or make the property unfit for the buyer's purpose (e.g. living in, running certain types of business).

If known, real estate licensees are legally obligated to disclose the material latent defect(s) to prospective buyers. It is also important for buyer representatives to discuss material latent defects with their buyer(s) and confirm what inquiries are to be made or terms to be included in purchase contracts.

Castle and Barnaby Real Estate Inc. o/a Park and Protect requires real estate licensees terminate the client relationship for any seller who fails to disclose, or insist the professional not disclose, any material latent defects.

Stigmatized Properties

Property stigma are qualities that may make the property less attractive or unattractive for some potential buyers (e.g. a death on the property). Real estate licensees working with buyer clients must make reasonable efforts to discover any concerns or stigmas of importance to the buyer client.

Cannabis

As of October 17, 2018, it is legal in Alberta for private citizens to grow up to four cannabis plants in their property. Real estate licensees do not have to disclose legal cannabis growth to potential buyers. However, professionals should know if they are representing a buyer for whom this would be a stigma and proceed accordingly.

Representing the Seller

As long as the quantity is legal and effect on the property have not resulted in a material latent defect, sellers are not required to disclose any possible issues that could be a stigma for a buyer. Castle and Barnaby Real Estate Inc. o/a Park and Protect does require real estate licensees discuss possible stigma and the related pros and cons of disclosing. However, the seller has the final say on whether or not stigma are disclosed to potential buyers.

Representing the Buyer

Castle and Barnaby Real Estate Inc. o/a Park and Protect expects real estate licensees to be familiar with the clients' specific needs, requirements, and any concerns related to purchasing a property. This will help ensure viewing inquiries are on the most appropriate properties for the buyer.

Tenants

Real estate licensees must be aware of the lease terms, tenants' rights, owners' obligations, and any appliances belonging to the tenant that will not be included in the transfer of ownership.

Castle and Barnaby Real Estate Inc. o/a Park and Protect expects all real estate licensees to treat tenants with courtesy and respect. If there are any difficulties with a tenant, the real estate licensee must inform the seller.

Representing the Seller

Real estate licensees are required to explain the normal showing process to all tenants and must give adequate notice—as per sections 23(3-4) of the *Residential Tenancies Act*—before showing the property.

Representing the Buyer

Real estate licensees must understand, and comply with, any special requirements or considerations regarding showing any property with tenants. Discuss with buyer clients the impact of terminating a tenancy and the tenant's rights.

Environmental Checks

To ensure compliance, Castle and Barnaby Real Estate Inc. o/a Park and Protect encourages real estate licensees to refer to Alberta's Environmental Site Assessment Repository (ESAR), when appropriate (e.g. commercial properties or properties adjacent to possibly contaminated areas), on properties to be listed or before submitting an offer to purchase a property. A copy of any records and reclamation certificates pulled must be included in the transaction file.

Real estate licensees should also verify that the property has recently been tested for high radon levels. RECA has published radon checklists under Industry Guides and Tools for reference. If a radon test has not been completed on a property, real estate licensees should advise their clients on the dangers of radon exposure. Quality controlled radon testing can only be performed by individuals with C-NRPP certification. You can verify this certification at <https://c-nrpp.ca/>.

Condominium Documents

Real estate licensees must verify that the seller has obtained, and made available to the buyer, all the condominium documents required by the *Condominium Property Act* or which the buyer would like and include this disclosure requirement as a condition in a purchase contract.

If representing the buyer, real estate licensees must encourage clients to have a professional review the documents.

<If your brokerage or any real estate licensee of your brokerage is an expert in condominiums, and advertises as such, you may choose to amend the above policy to indicate that the real professional is expected to review and advise the buyer on what is disclosed in the condominium documents.>

12. Showing Properties

When showing a property to a buyer, real estate licensees must:

- have prior permission to enter any property
- leave their business card in a visible location to indicate to the seller they were there
- be present at all showings and inspections, as agreed
- always follow listing instructions when showing properties
- ensure the property is left in the same condition it was in when it was entered, including:
 - cleanliness
 - light and heat settings
 - doors and cupboards closed, or left as found
 - items moved back to where they were found
 - leave pets where they were prior to your entering the property, e.g. if a dog was placed in the garage or backyard, bring them back inside. Never touch or move a pet without the sellers' prior approval.
 - securing the property as instructed by the seller
- report any problems or issues with a property to the listing agent
- give proper notice and make appointments with the seller or their representative. Any unsupervised access can only take place with the written authorization of the seller or their representative

- never give any third-party unsupervised access to a property without written authorization of the seller or their representative
- not interfere during a property inspection (but can be available to assist buyers to ask the right questions)
- never turn over keys to the buyer without confirmation from the seller's lawyer or representative

For listings of cooperating brokerages, real estate licensees must:

- make an appointment with the brokerage or representative professional
- call the brokerage or professional to thank them for the opportunity to show the property

Be courteous to the seller

If the buyer does not wish to see the interior of a property after viewing the exterior or the neighbourhood, the real professional should confirm this with the real estate licensee representing the seller and determine whether it is appropriate to knock on the door to inform the resident that the potential buyer has chosen not to view the home.

Real estate licensees must not make any remarks or give opinions about price, conditions or about the seller's associate to, or within the presence of, the property owner, unless instructed to do so by the client.

13. Purchase Offers

All purchase offers must be legible and have clear terms that meet contract law requirements.

Presenting an Offer

Real estate licensees must present all written offers to their clients immediately, unless the client has given written direction to hold off on offers until a certain time or until a certain condition is met.

An offer is not binding until it is in writing. Offers, counter-offers, or acceptances that are presented verbally are not enforceable in real estate transactions.

If documents are being transacted electronically, the software must track all changes and use secure eSignature authentication.

Representing the Buyer

Real estate licensees are required to immediately deliver their clients' offer to the seller's representative for presentation to the seller. If you are unable to contact the seller's representative within the timeframe of the offer, you must discuss options for next steps with the broker.

Representing the Seller

Real estate licensees are required to

- provide reasonable assistance to all buyer representatives
- present all offers to the seller upon receipt, unless otherwise instructed in writing by the seller

Multiple Offers

Real estate licensees must discuss in advance with sellers the seller's choice of processes for dealing with multiple offers. Choices and strategies must be explained as well as the benefits and disadvantages of each. The seller decides how to proceed.

The seller also decides what information about multiple offers will be disclosed to potential buyers.

Representing the Seller

Real estate licensees must:

- present all offers and counter-offers as they are received, regardless of whether the property is already the subject of a contract, unless otherwise instructed by the seller, in writing
- follow the sellers' lawful instructions as to whether they are to disclose the existence of multiple offers to buyers or their representatives

Representing the Buyer

Real estate licensees will advise the buyer of their options in the event of multiple offers. You may also ask to attend the offer presentation.

Transaction Brokerage

When the seller does not wish to disclose multiple offers, the real estate licensee will not engage in transaction brokerage and will only represent the seller in sole agency, as transaction brokerage is inappropriate in this situation. The buyer will decide whether to engage a different real estate licensee or self-represent.

<

As Castle and Barnaby Real Estate Inc. o/a Park and Protect operates under designated agency, when the seller does not wish to disclose multiple offers, a potential buyer can be referred to another professional at the brokerage or they may self-represent.

OR

As Castle and Barnaby Real Estate Inc. o/a Park and Protect operates under common law agency, when the seller does not wish to disclose multiple offers the potential buyer must be referred to a representative at another brokerage or they can self-represent.

>

Counter Offers

Counter offer documentation and notifications must be processed in a timely manner, as specified at the start of the negotiation. Real estate licensees must confirm that the counter offer has been received.

Waiving and Amending Conditions

Real estate licensees will provide signed, written notice that their client's conditions have been met to the professional representing the other party.

If more time is needed to meet conditions, the parties may negotiate and amend the purchase contract with a new deadline. The amendment to the contract must be documented and signed by both parties.

Completion Time

Real estate licensees must allow enough time for the parties to fulfill conditions, clear title, and process closing documents. If delays make it necessary to amend the closing date, both parties must sign the amendment after obtaining advice from legal counsel.

Accepted Offers

On acceptance of an offer, real estate licensees must:

- complete a trade record sheet, adding amendments as they occur. This record must be provided to the brokerage administrator and kept up to date
- advise their clients of the steps involved with completing the purchase contract

Rejected Offers

When an offer is not accepted or countered by the deadline specified, it is rejected.

Castle and Barnaby Real Estate Inc. o/a Park and Protect requires real estate licensees to document the rejection on the offer, have their client sign and date the rejection, and provide a copy to the other party's representative. A copy of the rejection must be included in the transaction file.

If the seller rejects an offer, the real estate licensee must also return the deposit to the buyer's representative.

14. Purchase Contracts

Real estate licensees are required to ensure:

- the client or unrepresented customers review the entire contract
- they advise all clients to have their own legal counsel review the contract
- to the best of their ability, ensure all parties understand the offer before signing
- all parties properly initial and sign the purchase contract, as well as all addendums and amendments.
- documentation is legible
- a third party signing on behalf of another party provides documentation confirming authority—e.g., Power of Attorney, Articles of Incorporation. A copy of this documentation must be included in the transaction file.
- all signatures and initials are witnessed, and that the witness confirms with their own signature

Castle and Barnaby Real Estate Inc. o/a Park and Protect provides boiler plate contracts for real estate licensees as a starting point for contract negotiations, and to revise to fit each transaction scenario. These templates include clauses common to real estate transactions.

However, there may be instances where real estate licensees will have to adapt the purchase contract to meet the objectives of the clients and other parties to the trade. Real estate licensees should seek the broker's assistance if at any time they are drafting a clause and are not sure of the proper wording details.

15. Transaction Forms

Castle and Barnaby Real Estate Inc. o/a Park and Protect makes available copies of forms needed to complete transactions, including:

- <list forms your brokerage regularly has on hand or have available through an intranet or other electronic network>

Forms can be found <in the Resource Library/Supply Room/Other physical space in the office OR by going to X network folder/brokerage intranet/franchise website>.

<if forms are provided in hard copy:

To reduce waste, Castle and Barnaby Real Estate Inc. o/a Park and Protect only keeps a small number of hardcopies printed at any one time. Taking only what you need in the immediate future ensures that forms are available for other brokerage professionals.

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16. Transaction Files

Castle and Barnaby Real Estate Inc. o/a Park and Protect is required to maintain files for all representation agreements, customer acknowledgements, and sales, and retain copies of any failed transactions or offers that failed to result in a transaction.

This information is confidential and is restricted for use and access to the real estate licensees directly involved with the file and must not be removed. All documents related to disclosures, client and customer relationships and trades in real estate are the property of the brokerage, and copies cannot be held by the real estate licensee.

Compiling transaction files

Real estate licensees are responsible for maintaining and updating files on all transactions. Castle and Barnaby Real Estate Inc. o/a Park and Protect requires transaction files to include:

- a trade record sheet signed by the broker or managing associate broker
- a listing addendum sheet
- signed acknowledgement of the Consumer Relationship Guide or confirmation that it has been provided
- a completed and signed copy of one of the following:
 - Exclusive Seller/Buyer Representation Agreement(s)
 - Buyer/Seller Customer Status Acknowledgment forms and fee agreement
 - Agreement to Represent Both the Buyer and Seller
- any signed amendments to the Representation Agreement(s)
- signed offers and counter offers, if applicable
- a completed trade record sheet
- a completed and signed purchase contract, including all schedules and addendums
- any amendments to the purchase contract signed by all parties
- any applicable fee agreement with the buyer/seller
- all documents and written confirmations related to the property, such as RPR, taxes, etc.
- FINTRAC documentation
- all correspondence related to the transaction or the provision of services
- confirmation from the seller/sellers' lawyer advising that the transaction has successfully closed
- all other documentation pertaining to the transaction, including emails, text messages, etc.

Electronic Files

<Insert brokerage policy on electronically storing transaction files for example:

Castle and Barnaby Real Estate Inc. o/a Park and Protect does not store transaction documents electronically. If documents have been received electronically, they must be permanently deleted from the network and email after printing for the file.

OR

Transaction files will be stored electronically. Representatives must scan and upload all relevant documents to the network within <insert number of days by which files should be uploaded> days of their signing. Once the files have been uploaded to the network, all hardcopies must be destroyed in a secure manner (i.e. confidential shredding).

>

Completed Transactions

Real estate licensees are required to ensure that transaction files are complete and accurate, including both listing and sales files. The broker will review all files for completeness and accuracy before paying out any commissions on closed sales.

Files will be retained by the brokerage in accordance with legislation. See the Record Retention Policy.

17. Deposits in Trust

Notpllicable, the brokerage does not maintain a trust account

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Terminated Transactions

In the case of a terminated transaction, Castle and Barnaby Real Estate Inc. o/a Park and Protect will make out the return cheque to the name of the buyer(s) as indicated on the purchase contract unless otherwise directed in writing by the buyer. The brokerage will not return funds until the original deposit cheque has cleared the brokerage trust account.

Deposit Disputes

Any disputes regarding money in trust must immediately brought to the attention of the broker. When a dispute arises, brokers must comply with the terms of trust and attempt to resolve trust disputes as quickly as possible. See Dispute Resolution for more details.

18. Conveyance Protocol

Castle and Barnaby Real Estate Inc. o/a Park and Protect will follow traditional conveyance protocol, unless otherwise directed in the purchase contract.

Traditional Conveyance Protocol

Once a transaction is final, real estate licensees must deliver all pertinent documentation to the brokerage immediately. Castle and Barnaby Real Estate Inc. o/a Park and Protect will initiate conveyance within one (1) business day of receipt of all final documentation.

Representing the Seller

The brokerage will convey all documentation, instructions, and invoices to lawyers representing each party.

Representing the Buyer

The brokerage will convey instructions and an invoice to the sellers' brokerage.

19. Day of Closing

Representing the Buyer

Real estate licensees should walk through the property with their client to ensure everything is in accordance with the purchase contract.

If there is a conflict between the contract and state of the property you must counsel the client of their options, including the possibility of bringing it to the attention of their lawyer.

Real estate licensees must only release keys with the express consent of either the seller's representative or lawyer.

Representing the Seller

Real estate licensees must not give consent to release the keys without the express consent of the seller or the seller's lawyer.

20. Contract Termination

When possible, a court order or written confirmation by the buyer and seller is preferred in circumstances where parties say a purchase contract has been terminated. The contract termination provisions should be followed with processes and remedies.

<insert any specific documentation that your brokerage requires for terminated contracts>

21. Personal Trading in Real Estate

To avoid any real or perceived conflicts of interest, real estate licensees must process all personal trades, whether buying or selling, through the brokerage.

Castle and Barnaby Real Estate Inc. o/a Park and Protect <will not charge /will charge reduced> transaction fees on personal trades of primary and vacation residences, or commercial properties. However, investment properties will be charged the full transaction fees.

Real estate licensees must disclose in writing to any brokerage client involved when they are in a conflict by representing someone they are closely associated with such as a family member or business partner, or by representing someone closely associated with someone they are in turn closely associated with.

<OR

Castle and Barnaby Real Estate Inc. o/a Park and Protect requires real estate licensees to inform the broker of any personal trading intentions prior to negotiations.

Real estate licensees must disclose in writing to the client or customer when they are in a conflict or personally involved in a real estate transaction or are representing someone they are closely associated with such as a spouse, family member, or business partner.

Written disclosures must cover all pertinent information as outlined in the *Real Estate Act* Rules, section 62(1).

Real estate licensees personally involved in a transaction must make every effort to ensure they protect the rights of the customer on the other side of the transaction, advising them to seek independent legal advice on the transaction before proceeding.

The broker reserves the right to assign another real estate licensee if they feel the professional personally involved is not respecting the rights or position of the customer or client.

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Castle and Barnaby Real Estate Inc. o/a Park and Protect relies on its reputation in the community and requires real estate licensees to take every step necessary, to not only be fair to clients and customers, but to carry out their duties in a manner beyond reproach.

22. Legal & Other Professional Advice

Real estate licensees should advise consumers to seek expert advice when necessary, e.g. legal, financial, inspections. Employees of Castle and Barnaby Real Estate Inc. o/a Park and Protect must never give advice or hold themselves as experts on any issue in which they do not have the proper qualifications.

Employees are required to document any instance of a client or customer refusing to seek legal advice.

23. Advertising & Marketing Materials

Advertising includes **any activity, public notice or representation authorized, made by, or on behalf of, a real estate licensee that promotes the professional or the business, services, real estate trades of real estate licensees.**

All advertising, including individual associate or associate broker websites must

- be approved by brokerage management
- comply with the requirements of the *Real Estate Act* and the Rules. Advertising Guidelines with a summary of these requirements can be found on reca.ca under Professionals & Learners Tools and Resources
- be changed if the brokerage requests a change
- comply with corporate graphic standards including
- <insert applicable graphic standards>
- comply with franchise requirements
- <insert applicable graphic standards>
- be written in plain language
- have the client's consent (and, if a tenant lives on the property, the real estate licensee must get their approval for using any images or videos of the property)
- use trademarks properly, according to the stated standards
- not exaggerate or contain any false or misleading statements
- not violate Canada Anti-Spam Legislation (CASL) or the National Do Not Call Legislation

Real estate licensees must not

- advertise a property until the listing is in the property file

- use a competitor’s Castle and BARNaby Real Estate Inc. o/a Park and Protect in general advertising. This includes using competitor’s Castle and BARNaby Real Estate Inc. o/a Park and Protect or franchise name within meta data of personal websites

Real estate licensees must obtain brokerage permission on any

- picture advertisement including OPEN HOUSE ads
- special advertisements, including out-of-town papers, foreign press, or “properties wanted”

Real estate licensees should

- Submit newspaper advertisements to the administrator by <insert regular advertising deadline, e.g. 3pm on Thursdays>, indicating:
 - the address of the property.
 - the section for the ad if other than the regular column

Marketing Materials

All personal marketing materials, unless otherwise indicated, are at the expense of the real estate licensee. Marketing materials must include the disclaimer “Not intended to solicit a property already listed for sale or a buyer under contract.”

Business Cards

Castle and Barnaby Real Estate Inc. o/a Park and Protect will provide <insert quantity> standard business cards per <insert time interval, e.g. 3 months, year, etc.>. Charges for additional cards, cards printed on more expensive materials, etc. will be charged back to the professional.

Feature Sheets

The brokerage will provide <insert quantity> feature sheets per listing. Real estate licensees are responsible for obtaining approval from the seller of the feature sheet content prior to printing.

Signs

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Real estate licensees are responsible, at their own expense, for signage, including installation and removal. All signage must meet the standards of the <brokerage/franchise>, and meet the RECA advertising requirements.

OR

Castle and Barnaby Real Estate Inc. o/a Park and Protect will provide signs to each real estate licensee and will be responsible for their installation and removal.

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Permission to Place Signs

As per the clause in the Exclusive Seller Representation Agreement, the brokerage and its professionals can place a For Sale sign on the listed property once the agreement is signed and has been submitted to the brokerage.

Real estate licensees must get permission before placing directional signs on private property belonging to third parties and abide by condominium and community association bylaws in relation to the use of “For Sale” signs and key boxes.

All signs on public property, thoroughfares, utility poles, and roadways must comply with provincial highway or municipal bylaws. Real estate licensees are responsible for any fines or sanctions due to sign ordinance violations.

Maintenance of Signs

Signs represent Castle and Barnaby Real Estate Inc. o/a Park and Protect. Real estate licensees are responsible for regular inspections of all signs in their possession.

Sold Signs

Listing real estate licensees are responsible for placing a Sold marker on the property upon removal of all purchase conditions and final offer acceptance.

Sign Removal

Real estate licensees must remove all signs from the property at the listing expiration date, upon termination of the agreement, or in the case of a sale, on or before closing—the new owner must give permission to leave a sold sign on the property after the closing.

Self-promotion

Castle and Barnaby Real Estate Inc. o/a Park and Protect allows its real estate licensees to promote their professional services provided the advertising adheres to RECA’s Advertising Guidelines as posted on reca.ca. All self-promotion will be at the individual professional’s expense.

Teams

Before any Castle and Barnaby Real Estate Inc. o/a Park and Protect real estate licensees—with or without third party vendors—form a team to combine their marketing and administration efforts, they must get approval of the broker.

Approved teams must ensure their advertising clearly indicates Castle and Barnaby Real Estate Inc. o/a Park and Protect, does not imply the team is a separate brokerage, and otherwise adheres to RECA’s Advertising Guidelines as posted on reca.ca.

Incentives

The brokerage does not offer incentive

Guaranteed Sales

The brokerage does not offer guaranteed sales

24. Referrals

When providing referrals, real estate licensees should provide a list of related experts with a clear understanding the client is free to research these and other options before choosing the expert they will work with.

Real estate licensees are required to get written permission from the client or customer before passing along any personal information to any experts or other professionals.

Any referral fees expected by the brokerage must be disclosed to in writing to, and approved by, the client. Signed referral fee disclosure forms must be filed with the brokerage.

Any referral fees received without client consent will be returned to the originating brokerage.

25. Signatories of the Brokerage

Real estate licensees may only sign contracts as representatives of Castle and Barnaby Real Estate Inc. o/a Park and Protect with clients when completing any service agreements and any extensions or amendments to those documents.

26. Changes to Personal Information and Status

Real estate licensees must immediately notify the broker and RECA of:

- any **complaints or disciplinary actions** against the real estate licensee by a real estate board or association
- **filings for bankruptcy**, including companies owned by the real estate licensee and companies of which the real estate licensee is a director or officer
- **Criminal Code proceedings and convictions** for any criminal offence or any other offence under any law of any province, state, or country, excluding provincial or municipal highway traffic offences resulting only in monetary fines or demerit points.
- **judgments rendered against** the real estate licensee, any companies owned by the real estate licensee, or companies of which the real estate licensee is a director or officer in relation to the provision of services or sale of goods to consumers
- **change of name**
- **changes to contact information** such as address of residence, primary phone number, primary email address.

27. Leaving the Brokerage

Real estate licensees leaving the employ of the brokerage must inform the broker of all:

- active listings
- clients under contract
- closed sales on which they are still owed commissions.

Real estate licensees must not:

- attempt to counsel or coerce any clients or customers of the brokerage to move with the real estate licensee to another brokerage
- contact any clients that are under contract with Castle and Barnaby Real Estate Inc. o/a Park and Protect without the permission of the broker once the registration with the brokerage has been terminated

< OR Real estate licensees with accounts in good standing may negotiate to take their seller and buyer representation agreements with them upon termination of their registration with the brokerage.>

Part 7 – Commissions, Compensation, Benefits, and Source Deductions

1. Commissions Payment

- Licensees receive referral fee for the entire amount of the referral less an \$89.00 administrative fee

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Independent Contractors

Commissions will be paid <as a split between the brokerage and the real estate licensee. Commissions to Castle and Barnaby Real Estate Inc. o/a Park and Protect will account for any income tax owing, approved expenses, brokerage fees, or office charges.>

OR

<in full to the real estate licensee. Any desk fees or office charges will be expensed back to the professional.>

Independent contractors must submit written proof of GST registration, their registration number and will immediately notify the brokerage of any subsequent changes to this information. The real estate licensee is responsible for filing GST.

If the licensee requests payments of fees to be made to a corporate entity the licensee agrees to furnish the brokerage with a current copy of the corporation's articles of incorporation indicating that the licensee owns at least 51% of the corporation.

Payment of Commissions to a Corporation

Castle and Barnaby Real Estate Inc. o/a Park and Protect will pay commissions earned by a real estate licensee to a corporation if the real estate licensee owns no less than 50% of that corporation. To have commissions paid to a corporation, real estate licensees must provide the brokerage:

- a letter of direction
- Certificate of Incorporation and the Articles of Incorporation confirming the corporate registration is current and the share of ownership of the real estate licensee

Real estate licensees must annually provide this proof. Should the status of the corporation, or the real estate licensee's ownership of the corporation change, the professional must immediately notify the broker.

Paying into Brokerage Benefits

Not applicable

Employees

Castle and Barnaby Real Estate Inc. o/a Park and Protect will deduct from commissions earned:

- Approved expenses charged to their brokerage account
- <Federal and Provincial Income tax>
- <Canada Pension Plan>
- <Employment Insurance>

- Any court-ordered amounts
- Third-party demands

Shared Commission Agreements

Per the broker's discretion

Transactions Completed by More than One Real estate licensee

Fee will be split pursuant to written agreement between the industry members

Commission Pay Schedule

Castle and Barnaby Real Estate Inc. o/a Park and Protect pays commissions <number of days/weeks> after a transaction is closed.

Expected Productivity Levels

Castle and Barnaby Real Estate Inc. o/a Park and Protect expects real estate licensees to <insert productivity expectations, e.g. sell # of properties each year>.

2. Professional Fees

Licence Registration Fees

Real estate licensees are responsible for ensuring that their licence registration fees are paid each year before the end of the renewal period on September 30th.

>

Board and Association Fees

Not applicable

Referral Fees

All referral fees must be paid to the brokerage, to be processed and paid out to the referring real estate or mortgage professional. The referral fee will be calculated at <insert referral fee calculations, including any splits or brokerage fees>. All referral fees must to or from the brokerage.

In house referrals

Real estate licensee who complete a referral transaction will receive <insert amount>% of the commission, with the referring real estate licensee receiving <insert amount>%, unless otherwise agreed. Referral details must be in writing and acknowledged by both professionals.

Fees for Extraordinary Financial Obligations

If a real estate licensee requires Castle and Barnaby Real Estate Inc. o/a Park and Protect to make payments for extraordinary financial obligations, e.g. court ordered payments, garnishees, payments to financial planners, etc., these payments will be subject to service charges against the real estate licensee's office account.

3. Commission Disputes

Real estate licensees must immediately inform the broker of all disputes or disagreements, whether with consumers, other brokerage professionals, or professionals of other brokerages, regarding commissions. The broker will gather all pertinent information and come to a decision with regards to further action.

Real estate licensees will not initiate any legal action to recover commissions without the express written permission of the broker. See Dispute Resolution for more information.

4. Enforced Collection of Commissions

Where parties fail to pay Castle and Barnaby Real Estate Inc. o/a Park and Protect commissions owed, the brokerage will employ a collection agency or legal counsel. The brokerage will deduct any related fees or expenses from the total commission before distributing the remaining commissions according to the Commissions Payment policy.

If a transaction has been closed for more than <insert amount of time> and the uncollected balance of commission is less than <insert dollar amount>, the brokerage reserves the right to write off the balance of the commission and close the real estate licensees' accounts for this commission.

5. Commissions Payable after Leaving the Brokerage

Castle and Barnaby Real Estate Inc. o/a Park and Protect will pay to departed real estate licensees any commissions paid on transactions finalized prior to the real estate licensees' end date with the brokerage. Fees for <add activities the brokerage may be responsible for in finalizing the file or relationship> will be deducted by the brokerage before paying out the commission.

Commissions on any transactions that were not closed prior to the real estate licensees' departure will be <shared with/paid to> the brokerage real estate licensee who finalized the transaction.

Board rules, not applicable

Part 9 – Legislation & Interpretations

Various pieces of legislation and policy govern the operation of real estate brokerages in the province. Castle and Barnaby Real Estate Inc. o/a Park and Protect expects employees to familiarize themselves with the way in which these legislative acts impact their role.

1. Provincial Oversight

[Real Estate Act \(the Act\)](#)

This provincial enabling legislation that created the Real Estate Council of Alberta and sets out the broad parameters for RECA as a self-regulatory body. You can access, search, and download the *Real Estate Act* on reca.ca.

[Real Estate Act Rules \(the Rules\)](#)

These are passed in accordance with the *Real Estate Act*, the Rules provide details on all areas regulated by RECA. Real estate licensees of Castle and Barnaby Real Estate Inc. o/a Park and Protect should know and understand Rules, Part 2: Industry Standards of Practice. You can access, search, and download the *Real Estate Act Rules* on reca.ca.

[RECA Advertising Guidelines](#)

The Advertising Guidelines are a plain language summary of RECA's advertising rules. Real estate licensees are responsible for ensuring their advertisements and marketing materials comply with the guidelines. You can review and download the guidelines on reca.ca.

[Agricultural and Recreational Land Ownership Act](#)

Prevents foreign entities from buying significant amounts of prime agricultural and recreational land.

[Alberta Human Rights Act](#)

Protects Albertans from discrimination to ensure that all Albertans are offered an equal opportunity to earn a living, find a place to live, and enjoy services without discrimination.

[Alberta Building Code](#)

This legislation sets minimum standards for the construction of buildings in Alberta.

[Condominium Property Act](#)

Covers the creation of condominium real estate, condominium corporations, by-laws for the governing of the corporation and reserve funds, etc.

[Consumer Protection Act](#)

Covers consumer transactions in Alberta to prevent parties from taking advantage of consumers through unfair business practices.

[Cooperatives Act](#)

Regulates business organizations set up for people to use services or buy goods as a group.

[Dower Act](#)

Deals with matrimonial property. Real estate licensees must be aware of the implications this *Act* has on the sale of many properties.

[Electronic Transactions Act](#)

Focuses on the legality of contracts that are electronic in nature, including electronic signatures.

[Employment Standards Code & Regulations](#)

Sets the employment standards in Alberta.

[Environmental Protection and Enhancement Act](#)

Support and promotes the protection, enhancement and wise use of the environment.

[Errors & Omissions Insurance Policy](#)

Real estate licensees must subscribe to the Real Estate Insurance Exchange (REIX) and report all legal claims or threats of claims to REIX. You can view the policy and other information at www.reix.ca.

[Foreign Ownership Land Act](#)

Defines Foreign Ownership of Land Administration and how it monitors and controls acquisition of prime agricultural and recreational land by non-Canadians.

[Freedom of Information and Protection of Privacy \(FOIP\)](#)

Governs access to information held by certain public bodies (e.g. government bodies) as well as the protection of personal information held by those same bodies.

[Land Titles Act](#)

Regulates the registration of land related documents that both create and terminate legal rights in property.

[Law of Property Act](#)

Legislation overseeing property rights, which are the subject of instruments such as contracts, conveyances, and mortgages.

[Mobile Homes Sites Tenancies Act](#)

Sets out the rights and responsibilities that apply to tenants and landlords regarding the rental of a mobile home site.

[Municipal Government Act](#)

Sets the authority and structure for local municipal governments

[Occupational Health and Safety Act](#)

Promote and maintain the highest degree of physical, psychological and social wellbeing of employees.

[Personal Information Protection Act \(PIPA\)](#)

Protects individual privacy by requiring, in most cases, private-sector organizations to obtain consent for the collection, use and disclosure of personal information and providing individuals with a right of access to their own personal information.

[Personal Property Security Act](#)

Governs dealings between secured creditors and their debtors relating to the personal property (that is not land) of debtors.

[Public Health Act](#)

Protects public health.

[Residential Tenancies Act](#)

Provides a framework for landlord and tenant relations, setting minimum standards of conduct for both parties.

[Water Act](#)

Protects and manages water resources in Alberta.

2. Federal Oversight

[An Act Respecting the Criminal Law \(Criminal Code\)](#)

Codifies most criminal offences and procedures in Canada.

[Canada's Anti-Spam Legislation \(CASL\)](#)

Protects consumers and businesses from the misuse of digital technology, including spam and other electronic threats. It also aims to help businesses stay competitive in a global, digital marketplace.

[Canadian Environmental Protection Act](#)

Prevents pollution while protecting the environment and human health in order to contribute to sustainable development.

[Competition Act](#)

Oversees competition in the business world and enforces truth in advertising. Penalties for anti-competitive behaviour and misrepresentation can be very severe under this legislation.

[Canadian Radio-Television and Telecommunications Commission Unsolicited Telecommunications Rules \(Do Not Call Legislation\)](#)

Protects the public's privacy and shields them from unwanted telephone calls. Real estate licensees must abide by this legislation.

[Personal Information Protection and Electronic Documents Act \(PIPEDA\)](#)

Governs how private sector organizations collect, use, and disclose personal information in the course of commercial business, including the use of electronic documents.

[Proceeds of Crime \(Money Laundering\) and Terrorist Financing Act](#)

Legislation administered by the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) to track and stop money laundering and the financing of terrorist activities. Real estate licensees must report the identification and documentation of buyers and sellers of real estate as well as specific amounts involved in transactions as required.

3. Municipal Oversight

<insert any municipal bylaws that oversee the real estate industry in your city/town, e.g. secondary suite bylaws) >