



POLICY MANUAL

REVISED AND APPROVED MAY 1, 2024



JOSHUA TREE GATEWAY ASSOCIATION OF REALTORS®

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I. **Collection of Dues**

a. **Schedule of Fees (updated for 2024)**

The following is the board approved Board membership dues and how they are to be prorated throughout the calendar year.

N.A.R. Dues - \$150 per year (this fee is subject to change per NAR and is not controlled by our local board which is to be prorated monthly for new members only.)

C.A.R. Dues- \$231 per year, which includes a \$49 mandatory political assessment (this fee is subject to change per CAR and is not controlled by our local board) which is to be prorated monthly for new members.

N.A.R. assessment– Mandatory \$35 public advertisement fee with no proration

C.A.R. new member fee - \$200 processing fee with no proration (updated for 2024)

C.A.R. Late Fee: \$30 after January 31 of billing year, \$50 after March 1

Local Board Dues - \$225 per year (this fee can be changed with the Board of Directors approval) which is to be prorated monthly for new members.

Local non-member fee - \$84 per year, in accordance with C.A.R. and N.A.R.’s variable dues formula, the local association may charge a non-member fee to be compliant with the mandated percentages of compliance with CAR/NAR policy.

Currently there are above the line *optional* fees that can be donated at the onset of membership as follows:

- Housing Affordability Fund of \$10.00
- Political Survival fee of \$49.00 or \$148.00
- *None of these optional fees are prorated.*

Secondary Board Dues - \$225 per year with no proration

Affiliate Dues - \$100 per year with no proration

MLS subscription fees: \$540 annually, or quarterly at \$135. New members will have their access cost prorated for the month in which they are joining and will owe quarterly thereafter unless payment is made in the amount due for the remainder of the year, in which case the new member will not owe until January of the next year.

b. Payment Policies

- i. **Dues:** Annual membership renewal statements will be sent to the membership in late November prior to the renewal year and due on the first working day of January in the renewal year. The C.A.R. late fee will be charged after January 31st, the local late fee will be charged after March 31st.
- ii. **MLS:** Annual payment can be made at any time during the year if a subscriber chooses, otherwise the installment payments are due quarterly by the due date given on their invoice, typically the last day of

the first month of a given quarter. Dues paid after accounts have been suspended for non-payment will accrue an additional \$35 reconnection fee.

- iii. **Education Classes and Seminars:** Classes for which payment is required must be paid in full prior to the beginning of the class. Payments for classes are non-refundable unless canceled at least two days before the class.
- iv. **Luncheons:** If payment is due for a Lunch and Learn or Membership Lunch, the payment must be received upon arrival for the luncheon. For paid lunches, RSVPs that cancel less than 24 hours before the lunch will be invoiced the amount of the lunch payment, as food is ordered a day in advance for the number of RSVPs received at that time.
- v. **Board Store:** All purchases made at the REALTOR® store will be owed at the time of purchase, except in the case of specially ordered merchandise, which will be owed at the time of the order.

c. Member Payments

It is the policy of JTGAR that in the event of a check returned for non-sufficient funds or canceled payment will be subject to a returned-check fee of \$35.00 in addition to the amount of the original check, to be repaid within 15 days of the check's return date, or the amount owed will be held as a debt to the member and the applicable member benefits will be suspended or withheld until the debt is paid.

Payments for services will be accepted online, in the office by check, cash or credit card, over the phone for members of the association only who have their contact information and ID on file with the association, or by credit card online. Any bounced checks will mandate that members must pay in cash or by debit card for the duration of the following year, likewise members who dispute valid credit card charges to which they agreed over the phone will only be allowed to pay by check, cash, or with a completed card authorization form.

d. Non-Payment

REALTOR® Benefits will be turned off for non-payment of dues on the first working day of February following the January 31st deadline. A member will only be reinstated when the full cost of their membership renewal is paid in addition to any late fees accrued for non-timely payment.

e. Notice on Deductibility of Dues:

Notice regarding the deductibility of membership dues and the portions used for lobbying will be provided annually on the membership renewal notice, prepared by C.A.R. as part of their free dues billing service, to which JTGAR subscribes.

II. Professional Standards

a. Grievances and Ethics Hearings

In accordance with NAR and CAR requirements, JTGAR will provide administrative processing and hearing of grievances against JTGAR members or those who were JTGAR members at the time of the allegations. For specific guidelines on filing and timelines for filing, please see the *C.A.R Ethics and Arbitration Manual*.

b. Mediation

In accordance with NAR and CAR requirements, JTGAR will provide mediation services via a volunteer REALTOR® mediator or C.A.R. mediator if necessary, only between members or between a member and

their client(s) in cases where it is applicable and required. This service is not available between the clients of two REALTORS, nor between non-member REALTORS.

c. Arbitration

In accordance with NAR and CAR requirements, JTGAR will provide Arbitration as part of the professional standards services between members or between members and their client(s) over a monetary entitlement arising out of a real estate transaction, if the arbitration request is filed with the proper paperwork and within the time constraints as set forth by the C.A.R. Local Association model bylaws and professional standards administrative guidelines. It is the policy of JTGAR that the filing of arbitration will require a nonrefundable filing fee of \$500 to pay for the costs incurred to JTGAR during the processing and hearing of that arbitration.

d. Participation Requirements

Members are required to take part in the professional standards process as a condition of their REALTOR® membership. Typically, this means providing responses to filed grievances or arbitration requests within the stated timelines and abiding by any discipline enacted by a panel, but also participating in hearings. Hearings are generally held at the association office but in the event a physical hearing is unavailable or not permissible under state or county orders limiting gatherings or otherwise limiting in-person practice of business or meetings, members will be obligated to participate in virtual hearings via web conference to ensure the timely resolution of grievances and mediation/arbitration requests. If the member does not have the appropriate equipment to participate virtually (a webcam-enabled computer/laptop, smartphone or tablet with cameras), the association will make accommodations for the member to attend virtually via equipment in the association office with limited staff and appropriate safety measures observed.

III. Communications:

a. E-Newsletter

The newsletter is a digital quarterly sent to all members and affiliates with an email address on file with the association. The newsletter is not for distribution to non-members.

b. Mass Email Communication

It is the policy of JTGAR that mass emails will only be sent to current members of JTGAR with an email address registered with the association. Mass emails will be sent for notice of membership meetings, education classes, distribution of the newsletter, caravan submissions and notices, or otherwise for informational purposes only. The list of member email addresses will not be shared outside of the association.

c. Social Media

Social media accounts of JTGAR, i.e. Facebook, YouTube, Twitter, Instagram, YouTube, Linked-In, etc. will be run exclusively by JTGAR staff only, and will be used for informational purposes, event announcements, member engagement, C.A.R. and N.A.R. information, and for political advocacy as directed by C.A.R./N.A.R. Calls for Action.

d. MLS Information Popups

MLS Notifications will be used for informational purposes, such as Caravan Submissions and Lists, Class notifications, meeting notifications, and other important informational notices for members.

IV. Leadership:

a. Descriptions of Leadership Positions

President: Serves as the Chief Elected Officer of the Association. Oversees the affairs of the Association with the assistance of the other elected officers and staff. Presides at all meetings of the Association, including the Board of Directors. Represents the Association and acts in its name, subject to declared policy. Appoints all committees, serves as an ex-officio member of all committees, and performs all duties usual to such an officer. Serves as a Director to the State Association and as a delegate to the National Association.

President-Elect: Assumes the duties of the President in their absence. Acts as Program Chair for the General Membership Luncheon. Serves as a member of the Association's Board of Directors and serves as a Director to the State Association.

Vice-President: When applicable, assumes the duties of the President-Elect in their absence. Serves as a member of the Board of Directors. If there is no Vice President for the year, the immediate past-president fills this position.

Secretary: Oversees the minutes and official recorded documents of the association. Serves as a member of the Board of Directors.

The above positions constitute the association's executive committee. In the event there is no Vice President, that role is filled by the immediate past-president.

Director: Serves as a member of the Board of Directors. May be appointed to serve as chairman or member of a committee or committees.

b. Eligibility Requirements for Elected Officers & Directors

Officers: To be eligible for nomination as an Officer, the individual must be a REALTOR® member in good standing and have served as a Director for at least one (1) year of this association or a REALTOR® member from a Board/Association that was dissolved/merged with JTGAR (at the time of nomination).

Directors: To be eligible for nomination as a Director, the individual must be a REALTOR® member of the JTGAR in good standing for one (1) year preceding his/her nomination. New directors must complete a New Director's Orientation with the Association Executive prior to their first board meeting, at which time they will receive a copy of the association's policies and bylaws in addition to the Leadership Manual and login to the Leadership Portal, which offers leadership education, access to governing documents, the annual budget, and meeting packets.

V. Officer, Director, and Staff Travel

a. Association Expenditures for C.A.R. Directors Meetings (updated May 2019)

The association authorizes the sum of no more than \$15,000.00 to be spent on behalf of the 3 Elected C.A.R. Directors and the Executive Officer of the association annually to attend CAR business meetings. The monies are to be spent for room and transportation costs to include rental car and/or mileage as long as such mileage does not exceed corresponding airfare costs. The mileage rate shall be set by the association annually. The Association's Executive Officer shall have the responsibility of obtaining the rooms and transportation at the best possible price within a reasonable distance to the airport and/or the meeting venue. The monies shall also cover a daily food allowance not to exceed \$50.00 per Director or Executive Officer. Any and all claims for reimbursement by the attending Directors and Executive Officer shall be submitted on the Associations Expense Sheet with receipts. These expenditures shall be limited to a maximum of five days, four nights, at the discretion of the AE. Any extension must be pre-approved by the Board of Directors *before booking*.

Directors for whom travel arrangements have been made in advance who cancel travel will reimburse the association for expenses accrued by their cancellation, including but not limited to full airfare and hotel cancellation fees. Exceptions may be made for certain situations on a case by case basis at the discretion of the board of directors, in the case of travel cancellation due to extreme circumstances.

b. Association Expenditures for AE to AE Conferences (updated May 2019)

The association authorizes the sum of no more than \$3,500.00 to be spent on behalf of the Executive Officer of the association, annually to attend the AE conferences. The monies are to be spent for room and transportation costs to include rental car and/or mileage as long as such mileage does not exceed corresponding airfare costs. The mileage rate shall be set by the association annually.

The Association's Executive Officer shall have the responsibility of obtaining the rooms and transportation at the best possible price. The monies shall also cover a daily food allowance not to exceed \$75.00. Any and all claims for reimbursement by the attending Executive Officer shall be submitted on the Associations Expense Sheet with receipts. The above expenditures shall be limited to the term of the conference. Any extension must be approved by the Board of Directors.

c. 3rd C.A.R. Director Position

When Joshua Tree Gateway Association of REALTORS® is Authorized a 3rd C.A.R. voting director position the following will be true:

The position shall be an elected position for a period of one year. The election shall be concurrent with the annual election of Officers and Directors each year. The Past President or Secretary/Treasurer Position will automatically be selected as the 3rd Director, unless unable to attend required CAR conferences.

In the event the Secretary/Treasurer or Past-President cannot serve as 3rd C.A.R. director, the candidate shall be a former traveling director if available, or a present member of the board of directors. In the event none of these are viable options then a past Association Officer or Director may be selected. The candidate must commit to attending ALL C.A.R. annual meetings (three at this time). Any candidate must be approved by the Association's Board of Directors. If an elected 3rd Director cannot fulfill his/her

obligation, then a replacement will be handled under C.A.R. guidelines.

VI. Financial Policies

a. Budgeting and Expenditures

i. Annual Budget

JTGAR will approve a working budget for the coming year at the final Board of Directors meeting of the calendar year with the recommendations of the Budget and Finance Committee. Projected income will be reasonably based on the prior year membership numbers. Unbudgeted expenses in excess of \$500 will require the approval of the membership.

ii. AE Spending Limit

It is always good practice to get prior approval on any purchase above petty cash level from at least the Executive Board members. In cases where this is not practical for some unseen reason, the following shall be the association's policy: The Executive Officer shall have the authorization to spend up to \$500.00 without prior approval of the Board of Directors. Any expenditure above \$500.00 must, in all cases, have approval of the Board of Directors.

b. Reserve Levels:

It will be the policy of JTGAR to keep a minimum of 50% of the annual budget (approximately six months operating expenses) in liquid form in an accessible and separate bank account from the operating expenses bank account, when possible and reasonable.

c. Investments

The investment policy of JTGAR will be to invest either 50% of net income for the year or the remaining amount after satisfying the required reserve levels on an annual basis. Only investments with the highest safe rate of return and easy liquidation in order to maximize non-dues revenue for the organization will be considered.

d. Financial Information Disclosure

Financial information in the form of a balance sheet and a profit and loss report will be provided to directors monthly at Directors Meetings and will be made available upon request to any member of the association. The Executive Committee members and Budget and Finance committee chair will have full access to the association's financial information, including revenues, expenses, investment holdings, cash positions and budgets. Members of the public are entitled to a copy of form 990 upon submitting a written request and allowing at least 10 days to provide the copy.

e. Compensation

The JTGAR Executive Officer is hired at an annual salaried rate, as per contract, which may be modified as necessary at the mandatory annual review of the AE by their anniversary date each year. Other staff

members are hired at an hourly rate set by the AE, not to exceed the amount allowed by budgeted annual payroll.

f. Board Store Price Markup

Items for resale will be marked up over cost by at least 30% (plus tax), for all items sold in Board Store, to exclude Supra iBoxes, which are sold at cost plus shipping.

g. Revenue Recognition

Income will be recognized as revenue after payment for services and dues, including local membership dues, MLS subscription costs, store purchases and fees are received by JTGAR and the amount owed to other parties for National Dues, State Dues and MLS subscription per member fees are distributed to the parties to which they are owed. For example, a member pays \$629 in membership dues to JTGAR, but only the \$190 local portion is considered revenue. Likewise, an MLS subscriber may pay \$460 annually for their MLS subscription, but the association must pay a varying amount per subscriber per month to CRMLS, so only a portion of that income is revenue that goes toward JTGAR's annual budget.

h. Asset Capitalization

Any and all asset capitalization will be done, if deemed appropriate and necessary, with the advice and consultation of an approved financial advisor/accounting firm.

i. Audit and Financial Review Policy

It is the intent of JTGAR to adhere to all laws and regulations imposed by the Internal Revenue Service and other applicable tax institutions that assist in granting and maintaining the association's non-profit status. JTGAR will annually determine if a full third-party audit of its financial records is necessary and affordable for the association. It will be the charge of the Board of Directors to determine the necessity and financial prudence of funding a third-party audit.

- 1) **In the event a full audit is not deemed necessary** or financially viable for that year, a financial review (no footnotes) conducted by a board of director approved CPA will be completed or scheduled before December 31st of that year to comply with NAR Core Standards. The CPA performing the financial review will be approved by the board of directors annually.
- 2) **Annual Review:** The association will have a financial review done by a board-of-director approved CPA annually. In the event that the Board determines that an audit is necessary and affordable or that an audit is required of the association, an Audit Committee will be appointed to oversee the process of the audit.
- 3) **Audit Committee:** The audit committee will be chaired by the Treasurer of the association, and the Treasurer will appoint two more REALTOR® members in good standing with the association to sit on the committee. The committee shall select an auditor that is not affiliated with the association and is not the same firm or CPA that serves as the association's financial consultant. *The committee will be required to keep minutes for each time it meets, and the Treasurer will be responsible for keeping them filed at the association.*

j. IRS Form 990

The board of directors will receive a copy and approve the CPA prepared IRS form 990 prior to it being filed with the IRS. This form is available in the Leadership Portal for directors to access.

VII. Compliance and Protections

a. Whistleblower Policy

Board resolution: The board of directors approves the inclusion of the following statement in the Employee Handbook, and directs the Chief Executive Officer to ensure that it is given to and acknowledged by all employees. In addition, the Chief Executive Officer will ensure that whistleblower protection notification is posted in the workplace(s) as required by state law and Sarbane’s-Oxley.

Policy: If any employee reasonably believes that some policy, practice, or activity of JTGAR is in violation of law, a written complaint may be filed by that employee with the Chief Executive Officer.

It is the intent of JTGAR to adhere to all laws and regulations that apply to the organization, and the underlying purpose of this Policy is to support the organization's goal of legal compliance. The support of all employees is necessary to achieve compliance with various laws and regulations. An employee is protected from retaliation only if the employee brings the alleged unlawful activity, policy, or practice to the attention of JTGAR and provides JTGAR with a reasonable opportunity to investigate and correct the alleged unlawful activity. The protection described below is only available to employees that comply with this requirement.

JTGAR will not retaliate against an employee who, in good faith, has made a protest or raised a complaint against some practice of JTGAR or of another individual or entity with whom JTGAR had a business relationship, on the basis of a reasonable belief that the practice is in violation of law or a clear mandate of public policy.

JTGAR will not retaliate against an employee who discloses or threatens to disclose to a supervisor or a public body any activity, policy, or practice of JTGAR that the employee reasonably believes is in violation of a law, or a rule, or regulation mandated pursuant to law or is in violation of a clear mandate or public policy concerning health, safety, welfare, or protection of the environment.

b. Harassment Policy:

Board Resolution: JTGAR is committed to maintaining an environment free from bullying and harassment, which can be a form of workplace discrimination. All employees and members have a right to work in an environment free from bullying or harassing conduct, including sexual harassment. JTGAR requires that all employees (including contractors) refrain from bullying or harassing anyone, including coworkers, members of the public, vendors, and clients, while at JTGAR sponsored events or on JTGAR owned property where we hold jurisdiction to enforce policy.

- 1. This policy applies to all employees (including contractors) and to JTGAR members or non-employees who bully or harass others on company time or property.**
- 2. JTGAR will not tolerate harassment of any kind. A confirmed complaint of harassment will result in disciplinary action, up to and including termination or suspension of membership.**

3. This policy will be distributed to all current employees and members and posted in a prominent location in the workplace. The policy will also be distributed to new employees during orientation.
4. Individuals that report bullying or harassment in good faith are protected from retaliation by JTGAR or any employee of the company. Retaliation includes but is not limited to employee discipline, discharge, further acts of discrimination, or other adverse actions when those acts are intended to punish an employee for reporting harassment, opposing discrimination, or filing or assisting with a complaint to local, state, or federal antidiscrimination agencies.
5. JTGAR will promptly investigate complaints of bullying, harassment, or retaliation. Such investigations will be fair and impartial. All employees and members of JTGAR are required to cooperate with investigations of bullying, harassment, or retaliation.

Bullying is verbal or physical conduct that seeks to harm, intimidate, or coerce another person. Bullying is not necessarily based on a person's membership in a protected category like race, sex, age, or disability, among others.

Harassment is persistent and unwelcome conduct because of any of the bases protected by law (race, sex, age, disability, etc.). Harassment exists whenever

- Submission to harassing conduct is made, either explicitly or implicitly, a term or condition of an individual's employment,
- Submission to or rejection of such conduct is used as the basis for an employment decision affecting an individual.
- The conduct interferes with an employee's work or creates an intimidating, hostile or offensive work environment.

Sexual harassment is one type of harassment and includes unwelcome sexual advances, unwelcome physical contact of a sexual nature or unwelcome verbal or physical conduct of a sexual nature. Unwelcome verbal or physical conduct of a sexual nature includes the repeated making of unsolicited, inappropriate gestures or comments and the display of sexual materials not necessary for our work.

Recognizing Harassment:

It is impossible to list every type of behavior that can be considered bullying or harassment in violation of this policy. In general, any conduct that could interfere with an individual's work performance or create a hostile work environment is forbidden. This is the case even if the offending employee did not mean to be offensive – employees must be sensitive to the feelings of others. Even mild offensive conduct can be considered bullying or harassment if someone has made it clear that it is unwelcome. Some examples include:

Verbal: Jokes, insults, and innuendoes; threats; degrading sexual remarks; whistling; cat calls; comments on a person's body or sex life or gender expression; or pressures for sexual favors; participating in derogatory or insulting gossip.

Non-Verbal: Intimidating or confrontational body language; gestures, staring, touching, hugging, or patting; blocking a person's movement; standing too close; brushing against a person's body; display of sexually suggestive or degrading pictures; racist, sexist, homophobic or other derogatory cartoons or drawings.

Employee Responsibilities:

Employees or members who experience, witness or suspect bullying or harassing behavior must report the behavior to the AE unless the AE is involved in the bullying or harassment. Employees that feel comfortable directly intervening in situations where they perceive bullying or harassment are encouraged to do so. The AE will report to the Board of Directors for formation of an ad-hoc investigation task force. This will happen outside of the professional standards process.

AE Responsibilities

Supervisors and managers who receive a complaint of bullying or harassment, who observe such behavior, or suspect that such behavior is occurring have a duty to investigate the behavior and address it as necessary, or to report such suspected harassment to [Designee].

In addition to being subject to discipline if they engage in harassing conduct, supervisors and managers are subject to discipline for failing to report suspected harassment or otherwise knowingly allowing harassment to continue, or for engaging in retaliation or failing to report retaliatory acts.

Investigation Committee Responsibilities:

Three senior members of the directors will be appointed as an investigation task force to conduct interviews, review documents, take statements, and report back to a special gathering of the directorship for further decision or action. If legal action is warranted, it will be up to the directorship to determine after the investigation task force has completed its actions and reported back.

Complaint and Investigation of Harassment:

JTGAR takes all reports of harassment seriously. JTGAR will promptly and thoroughly investigate any complaint, information, or knowledge of harassment. The investigation will be as confidential as possible. All persons involved, including complainants, witnesses, and alleged perpetrators may be required to cooperate in an investigation, will receive fair and impartial treatment, and will not be subject to retaliation for information disclosed to the JTGAR.

JTGAR will take any interim actions necessary to protect complainants from further acts of bullying, harassment, or retaliation during the investigation. JTGAR may review documents, interview employees, or take whatever investigatory steps it deems necessary to determine whether harassment occurred.

JTGAR will notify the complainant of the outcome of the investigation, although JTGAR may decline to reveal specific disciplinary actions taken where there are confidentiality issues with such disclosures.

c. Compliance Reporting

- i. **NAR Core Standards:** Annually to maintain NAR charter by December 31st of each year.
- ii. **CAR Dues Broker Compliance:** It is the policy of JTGAR to achieve at least 97% overall compliance with the Variable Dues Mandate by March 31st of each year, and subsequent deadline dates of August 31st and December 1st.
- iii. **Board of Equalization/Sales Tax:** Each year by January 31st
- iv. **Secretary of State/Statement of Information:** Filed by May 31 every two years.
- v. **Taxes:** Taxes (form 990) to be filed with the IRS annually.

d. Document Retention Policy

JTGAR's timetable for document retention and eligibility for document destruction for each classification of document shall be as follows:

i. Accounting Records

- Accounts payable and receivable (seven years)
- Annual financial statements (permanently)
- Bank statements (seven years)
- Accounting correspondence: routine (four years)
- Deeds and closing papers (permanently)
- Deposit slips (four years)
- Employee expense reports (seven years)
- Income tax returns (permanent)
- Inventory count & costing sheets (seven years)
- Insurance policies (four years after expiration)
- Investments (seven years after disposal)
- Payroll journals & ledgers (permanently)
- Purchase orders (except accounts payable copy) (one year)
- Purchase invoices & orders (seven years)
- Receiving sheets (two years)

ii. Association Corporate Records

- Articles of incorporation and amendments (permanently)
- Bylaws and amendments (permanently)
- Corporate filings (permanently)
- Corporate minutes (permanently)
- IRS exemption letter (permanently)

iii. Employment Records

- Documents relating to job recruitment: advertising, job orders submitted to employment agencies, interviewing, testing, hiring, training, demotions, promotions, layoffs, discharges, and other personnel decisions (one year)
- Employee benefit plan documents (duration of plan)
- Garnishments/wage assignments (three years)

- Immigration I-9 forms (duration of employment plus one year, minimum of three years)
- Payroll records showing name, address, date of birth, occupation, rate of pay, and weekly compensation (three years)
- Personnel records (ten years after employment ends)

iv. Legal Documents

- Contracts (ten years after expiration)
- License applications (one year after expiration)
- Licenses (one year after expiration)
- Trademarks, patents & copyrights (permanently)
- Warranties & guarantees (two years beyond terms of the warranty)
- Legal correspondence: (permanently)

v. MLS Documents

- Rules and regulations (permanently)
- MLS policies (permanently)
- Documents for reciprocal listings (until expiration of listing)
- Sold property information (permanently)
- Lockbox key agreements/leases (one year after agreement terminates)
- MLS service mark license agreements (permanently)
- Contracts (seven years after expiration)
- Subscription agreements (ten years after expiration)
- Participation agreements (ten years after expiration)

vi. NAR/Association Documents

- NAR charter (permanently)
- Territorial jurisdiction (permanently)
- REALTOR® Agreement (until superseded)
- Member file & membership applications (two years after membership terminates)
- Professional standards policies (five years)
- Professional standards hearing records-- Ethics (result of hearing- permanent; rest of hearing file- minimum of 1 year after satisfaction of sanctions (if any) and there is no threat of litigation)
- Arbitration/mediation (minimum of 1 year after payment of award (if any) and there is no threat of litigation)

e. Conflict of Interest

According to *Black's Law Dictionary*, a Conflict of Interest is defined as: "A term used in connection with public officials and fiduciaries and their relationship to matters of private interest or gain to them." In the event there is an inconsistency between the following requirements and procedures prescribed herein and those in federal or state law, the law shall control. For purposes of this policy, the following circumstances shall be deemed to create Conflicts of Interest:

A Leader will be considered to have a Conflict of Interest whenever the Leader:

- is a principal, partner, officer, director, member, manager, agent, associate, trustee, personal representative, receiver, guardian, custodian, conservator, consultant to, legal representative or

owner of, any interest in a business (“the Business”) providing products or services to, or competing with, JTGAR;

- is a principal, partner, officer, director, member, manager, agent, associate, trustee, personal representative, receiver, guardian, custodian, conservator, consultant to, legal representative of or owner of, any interest in the Business being considered as a provider of products or services to, or competing with, JTGAR; or
- holds any other unique and/or substantial interest in the Business, financial, material or otherwise, such as a personal, employer-employee, competitor, contractor-contracted, shareholder or governance relationship with the Business.
- holds any Familial Interest in the Business with “Familial Interest” being defined as an interest held by a spouse, domestic partner, parent, child, spouse of a child, brother, sister, spouse of a brother or sister, cousin, spousal cousin or other family member.

f. Policy on Disclosure of Conflict of Interest:

Joshua Tree Gateway Association of REALTORS® (JTGAR) Leaders with actual or potential Conflicts of Interest must immediately disclose all facts material to the actual or potential Conflict of Interest at the outset of any discussions by JTGAR pertaining to the Business. The Leader shall immediately refrain from any action that may affect JTGAR’s decision to participate with the Business.

Such Leaders shall be excused from such discussions unless otherwise requested by the Board of Directors and shall respond to all questions asked of them. They shall not participate in or be permitted to hear the discussion of the matter except to disclose all facts and respond to questions. Such Leaders shall not attempt to exert any personal influence with respect to the matter, either in or outside of the meeting. Furthermore, no Leader with a Conflict of Interest may vote on any matter in which the Leader has a Conflict of Interest and will not be permitted to be present in the meeting room when any vote is taken on the matter.

Minutes of meetings shall reflect that any such disclosure was made, shall contain the facts material to the Conflict of Interest, that the Leader was excused from the discussion of the matter and that the Leader did not vote on the matter. In the event it is not entirely clear that a Conflict of Interest exists, the Leader with the potential Conflict of Interest shall disclose the circumstances at the onset of any discussion and the decision-making body will determine whether there exists a Conflict of Interest that is subject to this Policy.

f. Confidentiality Policy

A Leader must (a) maintain in confidence and not disclose or cause to be disclosed to anyone, other than JTGAR, any information determined as confidential with such determination of confidentiality being determined at JTGAR’s sole discretion; (b) keep any materials containing confidential information in a safe and secure place to protect against inadvertent disclosure; and (c) preserve confidential information indefinitely, even after expiration of the Leader’s service. Upon expiration of the Leader’s service, the Leader must promptly return to JTGAR, upon request, any materials containing confidential information sent to or acquired by the Leader relating to the Leader’s work for JTGAR. For example, assume that the executive committee, during its search for an AEO, designates the deliberations as "confidential" to preserve the integrity of the search. It would be a violation of this Policy for the Leader to disclose such deliberations to anyone outside the committee

except as may be required to conduct the committee's business or as required by law.

g. Policy on Spokesperson Apparent Authority

The President is the official spokesperson of the association. It is the policy of JTGAR that no one other than authorized staff or the President may speak or publish written language on behalf of the association, nor issue any kind of correspondence using JTGAR stationery, letterhead, the JTGAR logo or using communication outlets such as email or office fax machines, to avoid any misconception of apparent authority for said person to speak or act on behalf of the association. Any email sent out to the membership via directors or chairpersons of committees shall be done so through the executive officer or an authorized staff member of the association. Other than the designated officers and staff that are authorized to speak or send correspondence on behalf of the association, any correspondence to the public or membership on behalf of the association must be approved in writing by the association.

Directors of the association must take care to identify themselves as not the spokesperson of the association if speaking to anyone who may take their personal opinions or quotes as being those sanctioned by the association. Directors are asked to inform these parties that they do not speak for the association, and then identify that anything they say is simply their own opinion.

h. Fraud Awareness and Prevention

- i. Credit Card payments:** It is the policy of JTGAR that credit card numbers are never stored for automatic payments of any kind, and any card authorization paperwork turned into the association for payments will be shredded the same day. Card-payments by any person who is not an association member with an approved application on file will not be accepted for phone or remote payment, and only will be accepted in person with proper identification.
- ii. Paper checks:** All paper checks over the amount of \$2000 written on the association bank account, if to a vendor not approved for automatic payment or online banking payment, will have two signatures from the bank account signers *whenever possible*. In the event a check must be written in a hurry and another signer is not available, the association grants one-signature check authorization for payments.
- iii. Online/Card Payments are approved for all vendors and members of the association.** In the event of a chargeback, the AE will provide documentation for the online payment. JTGAR accepts Visa, Mastercard, Discover, American Express, ACH Payments, Paypal and Venmo payments for services.
- iv. Passwords and Technical Support:** Precedent to the *C.A.R. Model Bylaws for Local Associations* and *CRMLS Rules and Regulations*, JTGAR does not allow use of any member's NRDS, MLS login number or electronic MLS key for access to services other than to the person to whom it is issued, and therefore will not provide technical support, including password resets, to anyone other than the person under whom the services are registered.

VIII. Committees/Task Groups:

a. Strategic Planning

It will be the policy of JTGAR that a strategic plan be developed, maintained, and implemented by the association on a timeline of every five to seven years. In the event that changes, or updates are required in the association's strategic plan, the President shall appoint a Strategic Planning Committee

that shall, over the course of the year update, modify or otherwise rewrite the Strategic Plan, which shall be subject to final approval by the Board of Directors. The Strategic Planning Committee must have a liaison with the Board of Directors who can report progress or bring complicated issues to the Board table should the committee require the assistance.

The strategic plan will consist of the mission statement, the vision statement, the association's values and goals and/or actions. Each specified goal should ideally have a committee assigned to it and each has its own purpose statement. The goals and committees assigned to those goals shall be reviewed annually.

b. LCRC Board of Trustees

It will be the Board President's duty to appoint 4 LCRC Trustees at the beginning of each term. In addition, the President will name a LCRC Chairperson. All LCRC Trustees will be required to sign a Cooperative Agreement and Confidentiality Agreement pursuant to C.A.R. requirements. The LCRC Trustees are the de facto members of the Legislative Committee for their appointed year.

c. Specific duties of the Nominating Committee

The nomination Committee shall be formed pursuant to the CAR Model Bylaws for Local Associations as adopted by JTGAR. The Procedure for selecting one candidate for each office shall be as follows: Starting with the vacancy of the President Elect created by their mandatory movement to President, The Committee shall first ask the vice president if they wish to be nominated to the President Elect position or step down from the Executive Board. If not, then the Committee shall ask the Secretary/Treasurer to be nominated to the President Elect position. If not, then the Committee shall nominate from the current Directorship or past Directors of JTGAR. The Committee shall then ask the Secretary/Treasurer if they wish to be nominated to the Vice President position. If not, then the Committee shall nominate from the current Directorship or past Directors of JTGAR.

The Committee shall nominate the current Secretary/Treasurer to Secretary/Treasurer providing that there is no Director or past Director that wishes to move into the Executive Board. If there is another Director, then the Committee shall ask the Secretary/Treasurer if they wish to move up not this election but the following election or step down from the Executive Board. If not, then the Committee shall nominate the new Director. The Nomination Committee shall then nominate a member to the position of State Director # 3 from the candidates that can fulfill the criteria laid out in the Policy manual. The Nomination Committee then shall nominate replacement directors as required. Any Director vacancy created by a nomination to the Executive Board shall be held pending the outcome and if still vacant after the election will be filled by the Incoming Board per JTGAR Bylaws. The slate of candidates shall be presented to the Board of Directors for final approval and then mailed out as directed in the Bylaws.

d. Personnel Committee

The Executive Committee will handle all personnel matters, including but not limited to, hiring, terminating and personnel review. Hiring/terminating decisions will be presented to the Board of Directors for approval.

IX. Association Annual Programs:

a. Charity Event

When a viable use of time and resources is available, JTGAR will hold a fundraising event to benefit a local charity annually if reasonable, when possible with regard to the association's resources. The Charity Event will be arranged and planned by the Public Relations, Activities and Charity Committee.

b. Community Involvement

JTGAR will, at the discretion of the appointing president, have an annual Community Outreach Committee that will be charged with scouting the immediate surrounding communities in which REALTORS® do business under JTGAR, apply for Placemaking grants from NAR as appropriate to fulfill at least one project in the community per year, arrange community events such as participation in a walk-a-thons, food/blood/toy drives, and arranging for press coverage to promote the REALTOR® image in the community.

c. Installation Dinner

The annual Installation of Directors and Officers will be held between the first Saturday of December and the third Saturday in January. The retirement of that year's Board of Directors and Officers will be done by the current C.A.R. Region 27 Chair, if available, or the coming year's chair. The installation of the officers and directors for the coming year will be done by the coming year's Region 27 Chair if practical. Costs for the Installation event will be funded entirely by ticket sales from attendees of the event. The installation will not and cannot be a source of revenue.

d. REALTOR® of the Year

REALTOR of the Year nominations will be sought from each Board member office, following the August Board of Directors meeting the 3rd Thursday (or subsequent rescheduled date) of the current year. The nominees will be due to the Board office by the 3rd Thursday in September on the Board provided nomination form. The REALTOR of the Year committee (the current Board President, the past President, the previous year recipient and one member assigned by the current President) will then review such nominations for qualifications and invite those REALTORS that qualify to a luncheon held in their honor at the November General Membership Luncheon meeting. The Board of Directors will then review these finalists at their October directors meeting and choose one as "REALTOR OF THE YEAR". The winner will be announced at the annual Installation of Officers and Directors.

ONE nomination will be submitted by each board member **office** and signed by the managing broker or office manager. The nominee may work in any office, so long as they are members of the JTGAR.

The nominee shall be a person who is actively engaged in their community and volunteers in some capacity to help others. This may include but is not limited to coaching of youth sports, serving on a public utility board, serving on boards or committees for Chambers of Commerce, non-profit organizations, service clubs, or religious institutions. Other forms of volunteerism to help serve our communities and promote the REALTOR® image are also criteria for nomination.

e. Affiliate of the Year

The current Board of Directors of the Joshua Tree Gateway Association of REALTORS® shall nominate in September of the current year, a paid affiliate that they feel has supported the association in such a way to benefit its members and provide service to the Board in a volunteer role for functions, in leadership and in general support of the Association. The board will vote on the nominations and the winner shall be announced at the Annual Installation of Officers and Directors.

X. New Member Requirements

a. Orientation:

Association Executive Officer is responsible for conducting and scheduling speakers at the new member orientation in its entirety, for notifying members of alternate online methods to satisfy these requirements and monitoring new members' completions thereof. As per governing documents and bylaws, an orientation is required for Code of Ethics, MLS use and MLS rules and regulations within 90 days of applying for membership. As of 2023, the New Member Orientation is available entirely online for new members to complete at their convenience within the first 90 days of membership.

b. Ethics Training

A qualified DRE ethics course will satisfy the NAR Ethics Training requirement after the initial New Member Orientation, and completion of such will be filed with the AOR by members upon the AOR's requirements of reporting to NAR. Members who have not renewed their license within the 3-year window of NAR's requirements will need to complete an additional ethics course, preferably NAR's online course, and send proof of completion to the board prior to the end of the reporting year.

c. Fair Housing/Diversity, Equity, and Inclusiveness Training

All new members will be required to complete our Fair Housing and Diversity training as part of the new member orientation, which includes the NAR Bias Override video, and the Newhaven Simulation as well as training on the Fair Housing and Discrimination Advisory Form in Zipforms.

XI. Meetings

a. Board of Directors Meetings (Updated 2024)

It will be the policy of JTGAR to hold its official Board of Directors meeting in-person, quarterly on the last Thursday of February, May, August and November. The supplemental packet of information, including the agenda, minutes and financials will be provided to the Directors two weeks in advance of the meeting. Emergency meetings may be called when necessary outside of this schedule, and will generally be held virtually to conduct business. Emergency meetings will not require a packet or any reports from the AE, and will be held for a specific need of discussion and vote for action to be taken.

i. Policy on Outside Attendance/Guests at Board Meetings: It shall be the policy of JTGAR that in the event a director would like to invite a member to attend a board of directors meeting, or a member chooses to attend, the member will be required to sign a confidentiality and antitrust avoidance agreement, as well as an agreement acknowledging that they are not an elected director and do not have a vote on agenda items. Non-members invited to board meetings will only be allowed to do so to make presentations and will excuse themselves before any vote takes place.

ii. Minutes Distribution: Distribution of board of directors' minutes will be within 20 days of the meeting and will be supplied again in the meeting packet.

iii. Meeting Conduct:

1. Directors will be asked to arrive a few minutes prior to the scheduled start time of the meeting to ensure the meeting will start on time.
2. Directors will be required to disclose any conflict of interest in any agenda item prior to the meeting, and to recuse themselves during discussion and voting on that agenda item.
3. Directors will sign a confidentiality and antitrust avoidance agreement prior to every meeting.
4. Directors will follow rules of cordial conversation while in meetings, they will not speak over others or interrupt them, and will listen respectfully until they are called on to speak again.
5. It is the code of conduct of JTGAR that no sidebar conversations will take place during the board of directors meeting, as such are regarded as wasting the directors' time with discussion that is not part of an agenda item and pose potential liabilities.
6. **Peripheral devices** will be shut off entirely for the duration of any meeting, as any text messages, emails, direct messages received and created during a meeting would be considered a corporate document and would be subject to subpoena.

iv. Executive Session: It will be the policy of JTGAR to avoid having the board meet in executive session except in the event of a review or issue involving the conduct or performance of the association executive. In this instance, minutes will still be kept by the secretary.

v. Tape recording:

Meetings will not be recorded. If a circumstance arises that a tape recording is necessary, all parties will be made aware prior to the recording, and the recording will only be deemed necessary to prepare accurate minutes. As soon as the recorded meeting's minutes are approved by the board, the tape recording will be destroyed.

vi. Virtual Meetings: In the event that an in-person, physical meeting is either not permissible due to state or county order, is not possible or available, Board of Director meetings will be held via web conference to complete business in a timely and effective manner. Minutes will be taken as usual, and voting will be done via feedback options within the meeting platform. JTGAR will maintain a web conference account for this purpose. In the event of a virtual meeting, directors will login to the meeting at least five minutes prior to the meeting start in order to have time to take care of any technical issues that might arise, and to respect the time of their peers and any guest presenters. **Directors will have their cameras turned on** and maintain eye contact with the meeting to signal their engagement and will not take calls or answer emails during the meeting just the same as if they were in a physical meeting. It will not be considered permissible to be walking, driving or otherwise not paying attention to the meeting. Directors will take note of the environment they choose to occupy while they attend the virtual meeting, that it is quiet, confidential, and free of any disturbances from others. As meetings are under the confidentiality policy of the association, attending virtual meetings in public spaces or offices is prohibited. Directors who attend in these places will be asked to leave the meeting. Meetings will not be recorded for any purpose. The chat will be disabled to avoid any creation of a corporate document. Peripheral devices will be turned off for the duration of the virtual meeting.

b. Criteria for Selection of Membership Meeting Speakers

It shall be understood that the sole purpose of any speaker selected for membership meetings or educational seminars will be for educational purposes ONLY. The following shall be the Policy governing the selection of Association Meeting Speakers:

No political speakers will be chosen unless they are an NAR Member or Qualify under our PAC program. (Example - A member running for CAR President is welcome to speak as is a JTGAR member that has P.A.C. approval and is running for state senator. A nonmember running for city council would not be appropriate)

ALL Guest speakers shall limit their presentation to an educational format. No speaker shall be allowed to promote, market or sell - services or products. (Example - A Title affiliate may speak about all aspects of how title affects our business, but they cannot promote their policies or their services)

In the case where a speaker is selected with an expertise that is NOT geographically all encompassing to our Association, Every attempt shall be made to insure that their counterparts are invited to speak either at the same meeting or a subsequent one. (Example - If the Town Mayor of one town is invited to speak about his/her town then we must extend the invitation to all town mayors within our area of interest) We must always remember that we represent the entire Morongo Basin. If it is deemed that an exception to the above rules should be made in a specific instance, then approval by a majority of the Association Board of Directors must be obtained first prior to extending the invitation. The Education Chairperson will be responsible for the selection and scheduling of the luncheon speakers.

c. Committee Minutes Policy

It is the policy of JTGAR that committees with authority to make governance and financial decisions will be required to keep minutes of each meeting, and that the chairperson of each committee will be responsible for recording, approving and returning minutes to be on file with the association. All other committees that make recommendations to the board but cannot act alone, are not obligated, but are encouraged, to keep minutes.

d. Membership Meetings and Board Member ONLY Functions

It shall be the policy of JTGAR that only paid Board Members and paid Affiliate Board Members are able to attend Board Membership Luncheons & Board Member ONLY functions. This policy will be enforced by the AE either during the registration for events or if no registration occurs and nonpaying member attends event they will be advised the event is for paying members only. All guests must be cleared through the AE prior to a membership meeting; their ability to attend will be determined by the AE on a case by case basis.

It will be the policy of JTGAR to hold an official General Membership Meeting twice per year, ideally to be held in February and October, and educational lunches monthly, when possible and reasonable.

XII. Internal and Operational Policies and Procedures

a. MLS Caravans

- i. **Caravan Chairperson's Duties:** The Association President will appoint 3 MLS chairpersons, each year to oversee the weekly caravans in Joshua Tree, Yucca Valley, and 29 Palms. Chairperson will be

responsible for hosting, presiding over and attending the caravan. Board admin will distribute the all caravan area list to members via email (members email address must be on file with Board Office for this service) Caravan chairperson must attend each caravan, for their assigned area. Chair is responsible for ensuring these policies are followed to the best of their ability. If the chair is unable to attend, the Board Office must be given at least 24 hours' notice and a designated alternative host must be appointed. If the chair cannot find a temporary replacement member to host the caravan in their stead, the EO will try to fill the chair's position with a Director.

ii. Cancellation of Caravan: The caravans may be rescheduled, canceled, or changed at the discretion of the Chairpersons, in conjunction with the current President and/or the AE. The caravan will be canceled for any major holidays. The AE will work closely with the Chairpersons to communicate the needs of the MLS members.

iii. Listing Submission Guidelines: The caravan submission is available on the JTGAR website. Members should submit online via the form on the website, or otherwise email in all applicable listing information to submit it for caravan. Submissions must be received by the chairperson no later than 48 hours prior to the caravan date, at the chair's discretion. The caravan requests must be filled out completely & correctly or they may not be considered for caravan. Properties WILL NOT be added at the caravan meeting place regardless of the number of houses on the caravan and/or failure of a representing agent to show. A property may only put on a caravan once every 6 months, regardless of price changes, if listed with the same Broker in that six month period. Lots and land listings are not eligible for caravan. *Properties submitted to the caravan must be listed in the MLS by 5pm on the day prior to the scheduled caravan on which the property will be featured. Coming soon listings will not be considered for any reason, no exceptions.*

iv. Agent Eligibility for Participation in Caravan:

1. Only active DRE licensees who are REALTOR® members in good standing with JTGAR and/or paid subscribers of the CRMLS through JTGAR may submit properties to be included on caravan at no additional cost.
2. **Reciprocal Listing:** A non-member with a *paid* reciprocal listing through JTGAR may submit that reciprocal property to be shown on caravan for no additional fee.
3. **Non Members Attending Caravan:** In order to preserve the exclusivity of our services to our paid membership, members of data-sharing MLSes may submit properties to the JTGAR caravan for a \$25 administrative fee per caravan. Non-members may submit properties for caravan and attend caravan for no administrative fee only if they are a co-listing agent, and their co-listing agent is a member of the association or MLS. The co-listing member agent must attend the caravan with their non-member co-listing agent, or the nonmember will be charged the \$25 administrative fee to show the listing on the caravan.

v. Scheduling: Only twelve (12) properties (or less, but no less than 7 unique-agent submissions) are to be on any one caravan to allow enough time to properly preview homes and return at a reasonable time. The caravan chair will take no more than the first 12 by date submitted, if they have more than 12 requests, the remaining requests will be put on the next caravan in that area. **To ensure there is room for all agents to participate, only one property submission per agent will be accepted initially, unless a**

given caravan is not full by the morning before the caravan is scheduled. If a caravan is not full, another properties listed by the same agent will be accepted in order received.

If multiple agents with scheduled properties each want to submit multiple properties and there are not enough openings to accommodate the requests, date of submission will be taken into account. If the caravan chair determines there is a back log of listings, the chair will have the option of scheduling a second caravan, on a second day, in the same week or saving those listings for the next caravan.

vi. Caravan Boundaries:

- Yucca Valley: No properties north of Aberdeen Road will be put on the YV caravan; limit for area DC590 will be 8 properties or less when applicable. Properties located on streets that share addresses between Yucca Valley and Joshua Tree may be put on either caravan.
- Joshua Tree: No properties north of LaBrisa Road will be put on the Joshua Tree Caravan.
- 29 Palms: No properties east of Baghdad Highway will be put on the 29 Palms Caravan.

vii. Attendance of Caravan/Showing Agents: The listings are owned by the Broker; therefore, the Broker may assign the agent(s) of his/her choice, from the Brokers office to represent his/her listing. The representative **MUST** attend the entire caravan, and one showing agent may not show more than two listings per caravan. **ONLY LICENSED** real estate agents who are current MEMBERS, reciprocal members, or members of a data-sharing MLS with a paid \$25.00 fee (per attendance) to JTGAR attend caravan. No unlicensed persons or “guests” are allowed for liability reasons as well as the invasion of privacy to the owners of properties being previewed. ALL representatives of the Broker **MUST** meet at the designated meeting place. No Exceptions.

viii. Caravan Conduct: The caravan will be held in an orderly and courteous fashion. The agent whose property is being shown next should take the lead and all other agents should safely follow. Agents should use extreme care in driving and make sure that other agents are able to follow. Agents need to be courteous to each other and to the owners of the properties. Do not park on landscaping or other inappropriate areas. When entering a property, please **ALLOW** the listing agent to hand out flyers, and point out amenities before entering the home. **DO NOT** wander about; allow the agent to show you the home. Do not discuss the home or make derogatory comments about the home, its contents or price and especially **DO NOT** touch belongings. If you **MUST** use the facilities, ask permission from the owner or their agent and leave it as you **FOUND IT!** Only standard business cards may be left at the home. The Association is not liable or responsible for any injuries, vehicles or property damage. The individual agents are responsible for their conduct and their vehicles and should act in a professional manner.

ix. Free Ads: Business cards for each person in attendance will be put in a bucket. The winners will win a free ad, from the Hi-Desert Star. Non-member caravan participants may only be granted this ad, in the event of a win, after the administration fee is paid. The winner will be emailed a certificate by JTGAR.

b. Member Use of Association Equipment

It shall be the policy of the Joshua Tree Gateway AOR that MLS & Board members may use the computer in the Board Office to input listings, MLS modifications, to access their Zipforms, or to complete continuing education classes. If the assistance of or time is needed from the AE it will be mandatory

that an appointment be made, in advance. For professional standards proceedings, association iPads will be provided to panelists or parties if they do not have the proper equipment themselves.

c. Reciprocal Listings

JTGAR will not bill for this service post-entry, payment must be received at the time of submission or the listing will be held until payment is received. The below information must be submitted with a payment in all cases, no exceptions! Submitting Broker/Agent must be a member of a Reciprocal MLS. They must submit the following:

- i. The attached completed MLS Entry sheets taking note of mandatory fields. (Not a MLS copy from the reciprocal MLS)
- ii. A letter of Good Standing from their local reciprocal MLS.
- iii. Payment of \$50.00
- iv. E-mail address if they wish to receive a copy of or a link to the entered listing.
- v. Business card with agent name and office address.

d. MLS Listing Modification Requests

JTGAR staff will modify MLS listings of members at their request and with permission from the Broker only. Members will be required to submit supporting documentation with signatures from their client and broker for the requested change. For example, a requested reactivation or extension of listing will be completed by the JTGAR staff only with a submitted modification of terms, or a signed cancellation signed by all parties. JTGAR will do this to limit its personal liability in any MLS status disputes.

e. Sponsorships vs. Advertising

JTGAR will accept sponsorships only for events being held by the association, this includes meetings, presentations, the charity event, et cetera. JTGAR will not advertise or accept offers to benefit financially from any kind of advertisement on our website or any association materials.

XIII. Diversity, Equity, and Inclusivity Policy

JTGAR is committed to fostering, cultivating, and preserving a culture of diversity, equity, and inclusion, and this is integrated into organization's values, goals and vision for the future of our membership. JTGAR will make every effort to make its volunteer and employee workforce representative and reflective of the communities in which its services are provided, and will endeavor to ensure that the membership culture, all policies, procedures, and practices are free of deliberate or unintentional systemic barriers so that no one is left disadvantaged or excluded from opportunities, services, or representation.

Through inclusive collaboration and mutual respect for our colleagues, we focus on the principles that matter to our organization and drive how we engage each other to reach our common goals. We fully embrace perspectives from all walks of life—regardless of race, ethnicity, gender, religion, age, sexual orientation, gender identity, disability, national origin, socioeconomic status, political affiliation, or any other qualities by which we may define ourselves. We commit to bringing out the best in ourselves, uncovering our hidden talents, and celebrating differences in our day-to-day interactions. These beliefs are essential as we serve our members who help fulfill

the dream of home and property ownership in our community.

XIV. Style Elements in Representation of JTGAR

The style elements of JTGAR require a clean, neat and professional appearance of all signage, documents and materials. Only official logos, officially approved colors and fonts (or close facsimiles thereof) will be used in association documents, advertisements, signage and materials.

Official Colors: Brown (Hex #), Orange (Hex #), Cream (Hex #)

Official Fonts Used: Gil Sans MT (titles, headlines), Calibri (document bodies)

XV. Admittance Policy

JTGAR is generally a members-only establishment, and is not, in most cases, a place of public accommodation as we do not generally provide services or goods to non-REALTOR® members or those who do not subscribe to our MLS. JTGAR does not have public restrooms.

As such, we do not allow entry of non-REALTOR® persons unless they have come with business regarding or relating to one of our REALTOR® members. We do not sell forms or goods to the public, and we do not provide advice, real estate listing information or real estate industry information except to certain media outlets upon request.

We, therefore, retain the right to refuse admittance to non-members. If you have business with JTGAR or are applying for membership, please call ahead of time and make an appointment at 760-365-1145. Disciplinary complaint documents and instructions can be found on our website at www.JTGAR.com.

The executive officer retains the right to deny admittance to any person at their discretion.