GREATER

DAOR

DOWNEY ASSOCIATION OF REALTORS®

DOWNEY ASSOCIATION OF REALTORS
DBA: Greater Downey Association of REALTORS

POLICY MANUAL

Last Revised: June 26, 2024

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SECTION 1. INTRODUCTION

This Policy Manual outlines the policies of the DOWNEY ASSOCIATION OF REALTORS® and its subsidiary organizations (jointly referred to as DAOR) (DBA GREATER DOWNEY ASSOICATION OF REALTORS) and supersedes all previously issued policies, other than the DAOR Employee Handbook. This Policy Manual is designed as a guide to ensure consistent, fair, and uniform treatment of all DAOR members and employees.

DAOR encourages members and employees to make suggestions for improvements that will benefit DAOR member and employee relations. Suggestions and questions regarding DAOR policies should be directed to the Executive Vice President who is the chief staff employee of DAOR and the human resources administrator.

SECTION 2. GENERAL OPERATIONAL POLICIES

2.1 Office Hours. DAOR office is open for transacting business in person or by telephone from 9:00 a.m. to 5:00 p.m., Monday through Friday and Saturday 9:00a.m. to 1:00 p.m. Employee hours are Monday through Friday 8:30a.m. to 5:00p.m.

2.2 Closed Holidays. DAOR office will be closed on the following holidays: New Year's Day; Martin Luther King Jr's Birthday; President's Day; Good Friday - at 1:00pm; Memorial Day; Independence Day; Juneteenth, Labor Day; Veteran's Day, Thanksgiving and the Friday/Saturday following; Christmas Eve & New Years Eve – at 1:00 p.m.; Christmas Day; Any Saturday where weekend includes a Sunday or Monday Holiday example- Mother's & Father's Day.

2.3 Logo Usage. DAOR Logo may be used only with prior written approval of DAOR's Board of Directors.

2.4 Stationary Use. DAOR stationery may be used only by DAOR staff for authorized business purposes.

2.5 Confidentiality of Documents & Discussion. All DAOR documents are confidential. Members of the Board of Directors, Chairpersons and members of the Grievance Committee, Professional Standards Committee, and Budget & Finance Committee are required to sign a Confidentiality Statement annually.

2.6 Board Auditorium. DAOR auditorium is available for use by DAOR Members. A set of rules and guidelines are available from DAOR staff, and/or DAOR.com. [Exhibit A]

2.7 Member Confidentiality. The home addresses, e-mails and fax numbers of Members will not be given out to anyone in the form of a roster or label.

2.8 Dues Refunding Policy. The dues of DAOR are non-refundable. The budget, activity, and events of the DAOR office are based on the number of members who join and renew their annual membership. Trying to be as accommodating as possible, there may be cases where a partial refund may be given back.

First and foremost, no consideration will be given to anyone who has joined or paid their membership dues prior to May 1 of any year. This is due to the membership count policy of The National Association of REALTORS - and no exceptions can be made. After May 1st of any year, if a member takes a leave of absence, and license is removed, due to illness, and

requests their unused dues back, DAOR may refund none of the Association portion, but may return $19 per remaining month of mls service. If a member needs to leave to join another AOR, due to an unaccommodating broker, even after every step is taken to allow them to remain at DAOR, and said license is removed from "DAOR's Broker" ; DAOR may refund none of the Association portion, and may return $9 per remaining month of mls service.

2.9 Organizational Document Retention Policy The DAOR shall retain, at a minimum, 2 years of MLS records, 2 years of membership files, 2 years of dues billing records, 7 years of checks and accounting records, and every year of financial statements and corporation minutes.

2.10 Communication Policy. The main method of communication from DAOR to its members is through email. It is mandatory and the sole responsibility of the member to keep the email address in the MLS database active and up to date. If a member does not have an active email address, the member is responsible for making arrangements with DAOR staff for US mail delivery of communications.

SECTION 3. STANDING COMMITTEES

3.1 Affiliates In Action Committee.

3.1.1 Membership. The Affiliates In Action Committee is comprised of active DAOR Affiliate Members who are individuals from Affiliate firms engaged in activities related to the real estate profession who do not qualify for REALTOR® membership and have interests requiring information concerning real estate and sympathy with the objectives of DAOR.

3.1.2 Purpose. The purpose of the Affiliates In Action Committee is to support DAOR and its members, to promote goodwill through social and professional activities; to offer educational assistance to DAOR and its members; to provide on-going open communication between affiliate and other members of DAOR through the Board of Directors and staff; to plan and participate in events that provide business or social opportunities to and promote the interests of DAOR and its members.

3.1.3 Duties, Rights and Privileges. Affiliate members are not eligible to vote or hold elective office and have the right and privileges and are subject to the obligations prescribed by DAOR's Board of Directors. It is a violation of membership duty for an affiliate member to engage in conduct that is inconsistent with the objectives and purposes of DAOR, including using affiliate membership to compete with DAOR. Such conduct may subject the affiliate member to discipline, probation, suspension, or termination of membership pursuant to the Bylaws.

3.1.4 Affiliate Volunteers Agreement. Affiliate members who wish to volunteer to provide services or participate in DAOR activities and events are required to sign and deliver to DAOR an Agreement by Affiliate Volunteer in the form of the attached exemplar or as may be revised from time to time and approved by the Board of Directors. Agreement by Affiliate Volunteer can be seen in [Exhibit B]

3.1.5 Affiliate Code of Professional Conduct. Affiliate members who wish to participate in the Affiliates In Action Committee or at Association events must conduct themselves with a code of professionalism. Failure to do so will result in being removed from the Committee,or attending future events.

3.2 Local Candidate Recommendation Committee.

3.2.1 Membership. The Local Candidate Recommendation Committee (LCRC), formerly known as the Board of REALTORS® Political Action Committee (BORPAC), is governed by a Board of Trustees comprised of nine (9) REALTOR® members as voting trustees who are approved by the DAOR Board of Directors, and one (1) REALTOR® member as a non-voting advisory trustee who serves as the Chair of the LCRC.

3.2.2 Purpose. The purpose of the LCRC is to make recommendations to CREPAC (the California Real Estate Political Action Committee) for financial support for local candidates for election to city and county offices, and to support the legislative policies and the mission of DAOR and C.A.R.

3.2.3 Duties, Rights and Privileges. The LCRC Trustees are to follow the DAOR Bylaws approved by C.A.R.

3.3 Budget & Finance Committee.

3.3.1 Membership. The Budget & Finance Committee ("B&F Committee") is comprised of DAOR REALTOR® members in good standing appointed by the President pursuant to Article XII, Section 1 of DAOR's Bylaws. Members of the Budget & Finance Committee must sign annually a Confidentiality Statement.

3.3.2 Purpose. The purpose of the B&F Committee is to prepare a budget for the current year's operation of the DAOR to be presented as the B&F Committee's recommendation to the Board of Directors.

3.3.3 Duties, Rights and Privileges. The B&F Committee will meet to discuss ways of raising non-dues revenue. The B&F Committee will, on request of the Board of Directors or the general membership, or on its own initiative, study the dues and fees charged by DAOR and any expenses of DAOR, and make recommendations for increases or decreases to the Board of Directors. Any proposed expenditure in excess of $20,000.00 not already included in an approved budget is referred to the B&F Committee for study and recommendation to the Board of Directors and the membership. Members will be provided with financial information to which they are entitled under California law upon written request addressed to the Board of Directors. The B&F Committee serves as an audit committee during the first quarter of each year to audit the DAOR accounts for the previous year.

The B&F Committee will receive and make donations (excluding the REALTOR® Community Relations Committee) in accordance with the following policies:

a. Account 622 will have a budget of $1100. Annually, $300 is budgeted through the B&F Committee, an additional $800 will be used at the Board of Directors' discretion for donation requests.
b. Staff will direct donation requests that are addressed to the Board of Directors, any other donation requests will be forwarded to the President to be considered at the President's discretion.
c. Only the Board of Directors has authority to approve donations.
d. All requests for donations must be submitted to DAOR sixty (60) days in advance of the event to allow DAOR adequate time to process the request.
e. No response will be given to a donation request unless it is approved by the Board of Directors upon a motion.
f. The Board of Directors will not approve any donation to a personal friend or family member of a director.

3.4 Grievance Committee.

3.4.1 Membership. The Grievance Committee is comprised of at least five (5) DAOR REALTOR® members in good standing, that have been a Realtor® member for ten years or more, appointed pursuant to Article XII, Section 1 of DAOR's Bylaws. Members of the Grievance Committee are required to attend one mandatory Professional Standards Training course upon appointment and at the beginning of every year of service. If Committee Member misses the annual training, they must come into the DAOR Office to watch the recording. Members of the Grievance Committee must sign annually a confidentiality Statement.

3.4.2 Purpose. The Grievance Committee's primary function is to determine whether or not an ethics complaint is appropriate for hearing.

3.4.3 Duties, Rights and Privileges. The Grievance Committee reviews complaints alleging a violation of a membership duty to determine whether or not the complaint should be forwarded to the Professional Standards Committee for hearing. It does not, however, determine a member's guilt or innocence or mediate between the parties.

3.5 Local Governmental Relations Committee.

3.5.1 Membership. The Local Governmental Relations Committee (LGR) is comprised of DAOR REALTOR® members in good standing appointed by the President pursuant to Article XII, Section 1 of DAOR's Bylaws. The Chair of LGR is funded to attend the C.A.R. Legislative Meetings in Sacramento using PAC funds if they wish to attend.

3.5.2 Purpose. The purpose of the LGR is to apprise the public of the professional services offered by REALTORS® and the contributions of REALTORS® to the community and to maintain a continuing communication with all locally elected and appointed officials, monitor council and commission actions regularly and report any items adversely affecting real estate on city or county levels, and to recommend assistance on regulations beneficial to real estate ownership. The Committee stands for REALTORS Advocating for Political Progress "Saving Home Ownership".

3.5.3 Duties, Rights and Privileges. The LGR Committee will encourage the Board of Directors and members to strive to create a community atmosphere conducive to and will seek to elect people to public office, regardless of political party affiliation, who will reaffirm and uphold the American principles of individual freedom, property rights, and the private, competitive enterprise system.

3.6 Membership / MLS-Technology Committee.

3.6.1 Membership. The Membership Committee is comprised of DAOR REALTOR® members in good standing appointed by the President pursuant to Article XII, Section 1 of DAOR's Bylaws. The Vice President serves as the director liaison.

3.6.2 Purpose. The purpose is to keep an close look and opinion on the MLS, Benefits, Top Producer Programs, Luncheons, Events, and education offerings. Assure that the members are receiving the best available to them, and that the AOR is following the Strategic Plan.

3.6.3 Duties, Rights and Privileges. This Committee will discuss, and recommend changes to the MLS system. It is also the purpose of the committee to assure that DAOR is providing a well informed new member orientation to its new members,

assure good speakers are being scheduled at the Membership Luncheons, provide education of technology that members should be aware of, and evaluate if the Strategic Plan is being followed.

3.7 Oversight Committee

3.7.1 Membership. The Oversight Committee is comprised of eight (8) REALTOR Members selected by the President and approved by the Board of Directors.

3.7.2 Purpose. The purpose of the Oversight Committee is to serve as the Nominating Committee, Awards Committee and to evaluate any item given to them by the Board of Directors.

3.7.3 Duties, Rights and Privileges. The committee will evaluate and study any item not covered by any standing committee of the DAOR given to them for suggestion, at any time the Directors wish.

3.7.3.a. Annual Election. The Oversight Committee will serve as a Nominating Committee – at least two (2) months before the annual election, they will present a slate of candidates to the Board of Directors and membership. Committee has the option to interview or not any or all candidates running for election. The membership shall have 20 days to file a petition to add a candidate to the ballot. The Executive Vice President must confirm that the candidate is eligible. Such petition must be signed by 15% of the Realtor members eligible to vote. The Executive Vice President must confirm that all signatures are members in good standing. Elections will be conducted for at least seven days, members will have the opportunity to vote in person, or online sent through two "Today Matters" emails.

Candidates cannot use the Greater DAOR logo in any social media or any other way when announcing their own candidacy. Candidates cannot post or make public the voting link on social media or any other way.

3.7.4 Awards Given:
The Oversight Committee will serve as the Awards Committee, screens application, nominated and may vote on the recipients of the following awards Distinguished Service Awards; Tomorrows Leaders Today Award– as seen in [Exhibit C]

a. President's Choice Award. The Volunteer of the Year Award is presented to a person chosen in the sole discretion of the President to thank the recipient for his/her support, help and cooperation throughout the President's year of service. There is no requirement that the recipient be a member of DAOR, a REALTOR®, or affiliate. For example, the recipient may be a government official, spouse of a DAOR member, or community business leader.

b. Chairperson of the Year. The annual Chairperson of the Year Award is presented to a person chosen by the President with help from the EVP to thank the recipient for his/her support, help and cooperation throughout the President's year of service. The recipient is a Chairperson who served this current year, and showed growth and success in their committee.

c. Influencer of the Year. The annual Influencer of the Year is presented to one person who created the most social media buzz, likes, shares, and posts throughout their year as an Influencer. Saff will submit a productivity report of each Influencer and event, recommend to the President for approval. Staff will seek out 9-12

Influencers each year to be approved by the Board of Directors. Influencers will be identified in the first quarter magazine, receive a ticket to each membership luncheon, and be invited to the annual leadership Kick Off Luncheon. Influencers will be removed and possibly replaced if duties are not fulfilled. An Influencer of the Year will be chosen and their local dues will be waived for the following year.

3.8 Professional Standards Committee.

3.8.1 Membership. The Professional Standards Committee is comprised of at least nine (9) REALTOR® members, of whom at least a majority shall be REALTOR® Brokers, who are appointed by the President, subject to confirmation by the Board of Directors. Members must first serve two full years on the Grievance Committee prior to serving on the Professional Standards Committee and must take one Professional Standards Training course each year serving.

3.8.2 Purpose. The Professional Standards Committee conducts hearings of alleged arbitration and ethical misconduct by REALTOR® members.

3.8.3 Duties, Rights and Privileges. Members of the Professional Standards Committee will be selected to serve on Hearing Panels as required to hear matters of alleged ethical misconduct which have been referred by the Grievance Committee.

3.8.4 Remote Hearings. Absent to a compelling reason, the Greater Downey Association of REALTORS will require parties to arbitrate, and disciplinary proceedings to participate in virtual hearing. 06/2020

3.9 Scholarship Committee.

3.9.1 Membership. The Scholarship Committee is comprised of DAOR members in good standing appointed by the President pursuant to Article XII, Section 1 of DAOR's Bylaws.

3.9.2 Purpose. The purpose of the Scholarship Committee is to award scholarships to local high school students who meet the qualifications. Scholarships to be given only if Committee feels there are worthy recipients. One school may receive more than one, and the other receive none.

3.9.3 Duties, Rights and Privileges. The Scholarship Committee receives and reviews all applications for DAOR Scholarships and awards five $1,000.00 Scholarships as follows:

Scholarship #1 goes to a student from Downey HS
Scholarship #2 goes to a student from Warren HS
Scholarship #3 goes to a student from El Rancho HS
Scholarship #4 goes to an IEP student pooled from all three schools
Scholarship #5 goes to next deserving student (not IEP) pooled from all three schools

Committee to evaluate the next deserving students pooled from all three schools. Committee to evaluate next deserving student scenarios: Next deserving from DHS, WHS, ERHS, IEP students – in case brokers have specifics.

Recipient must be present at Greater DAOR Scholarship Luncheon to receive scholarship, if recipient calls to be excused, chairperson will determine if reason is acceptable. 8/29/19

~~3.10 RAPP Committee~~

~~3.10.1 Purpose. The RAPP Committee stands for REALTORS Advocating for Political Progress "Saving Home Ownership".~~

~~3.10.2 Mission Statement. Educating the members of the Greater DAOR of the importance of the REALTOR Action Fund, spreading knowledge of being part of the legislative process.~~ Eliminate RAPP and Merge into LGR Committee

SECTION 4. FINANCIAL SOLVENCY POLICIES

4.1 FISCAL INTEGRITY

The DAOR has adopted financial policies and procedures to ensure the fiscal integrity of its financial operations.

The DAOR shall implement controls at process levels, whether in committees, operations, or other departmental designations, in order to ensure that each process is conducted with financial integrity.

The Budget and Finance Committee shall review these Financial Policies and Procedures annually with recommendation for adjustments, if any, being submitted to the Board of Directors for consideration.

Nothing contained within these Financial Policies shall be construed as relieving the Board of Directors of full responsibility for the management of the Association's funds. The Board of Directors shall retain the full right to change, adjust, and/or eliminate any portion of the established policy at any time after its adoption.

Prior to action by the Board of Directors adjusting any established fees of the DAOR, the Budget and Finance Committee shall be instructed to review the ramifications of such an adjustment.

The Budget and Finance Committee will recommend any necessary financial adjustments to the Board of Directors and will review local membership dues annually.

Preliminary financial statements shall be prepared by the CPA from which information was compiled and given to them by the Executive Vice President.

4.2 FINANCIAL POLICIES

1. Fraud Awareness and Prevention Policy

It is the responsibility of every employee of the DAOR to immediately report suspected misconduct or dishonesty to the Executive Vice President. Any reprisal against any employee or other reporting individual because that individual, in good faith, reported a violation is strictly forbidden.

i. *Identification of Responsibility for Fraud Prevention:*

a) The Executive Vice President shall supervise all staff and office personnel to avoid misconduct and dishonesty, and shall monitor for:
   - Acts which violate the Association's Code of Conduct
   - Theft or other misappropriation of assets, including assets of the Association or customers
   - Misstatements and other irregularities in Association records

- Profiteering as a result of insider knowledge of DAOR activities
- Disclosing confidential and proprietary information to outside parties
- Forgery or other alteration of documents
- Fraud and other unlawful acts

b) Counter Staff shall take all precautions to avoid accepting fraudulent forms of payment. Precautions include but are not limited to:
   - Identification shall be verified on all checks written
   - Counterfeit markers shall be used on all $100, and $50 currency
   - Credit cards cannot be accepted if identification does not match the person using the card

c) The Treasurer shall oversee all checks written, including those signed by other signatories of the Association.

ii. *Process Level Controls:*

When collecting payments:

a) Cash - counterfeit markers will be used on all bills of $100, and $50;
b) Accepting Checks - identification will be asked for from any individual submitting a check that is not a current member of the DAOR;
c) Credit cards - cannot be accepted if identification does not match the person using the card.

iii. *Avoiding Identity Theft:*

a) Credit Cards- Any written numbers from phone or email communication shall be immediately shredded upon processing. Credit Card charge slips are held in a safe place and shredded once they turn 12 months old.
b) Payment Plan Agreements are shredded once the new dues billing cycle is produced.
c) Membership Applications are removed and shredded after two years of dropping membership.

2. *Budget Policy*

Budgeting shall be conducted in an orderly and responsible manner, using proper professional methods and taking into consideration all of the associations revenues and expenditures.

The Budget and Finance Committee shall have the task of budget development for the ensuing year. The annual budget development process shall utilize the zero-based budgeting approach, and shall take into consideration input from all necessary sources to ensure an accurate operating budget. A preliminary Budget shall be approved by the Committee by October each year.

The Board of Directors shall approve of the annual budget by October 31st of each year.

It shall be the responsibility of the Treasurer and Executive Vice President to administer the day-to-day implementation of the budget. If deviations occur, the Budget and Finance Committee should review and make recommendations as necessary or desirable to the Board of Directors.

3. *Dues Collection Policy*

Dues collection shall be conducted in accordance with local, state and national association guidelines, and shall be subject to all required oversight.

The annual membership/MLS dues billing statements (state, local, national dues and MLS fees) shall be generated into one yearly billing and sent out no later than November 30th of each year. All members will be offered a payment plan.

4. *Financial Information Disclosure Policy*

Disclosure of financial information shall be made upon a showing of reasonable necessity, and shall not be withheld in an arbitrary or capricious manner. The DAOR shall engage in a policy of transparency, unless such disclosure would subject the DAOR to unreasonable risk or other forms of unwarranted liability.

5. *Officer, Staff and Membership Travel Reimbursement Policy*

Representatives of the DAOR who attend authorized conferences, business meetings, seminars or conventions, shall be provided with payment of reasonable and incidental expenses if approved in the annual budget.

Reimbursement shall occur if the Representative of the DAOR provides the following to the Executive Vice President:

a) Copies of receipts, including traveled miles
b) Conduct "Member Report" upon returning

6. *Investments Policy*

Investments in various stocks, bonds, mutual funds or certificates of deposits on behalf of the DAOR shall be made in a professional and prudent manner.

Please refer to the Investment Policy of Greater DAOR (Exhibit D)

7) *Reserve Levels and Uses of Reserves Policy*

Reserves shall be maintained at a level sufficient to properly provide for the DAOR's financial solvency in the event of a crisis or other unforeseen circumstances. Reserve levels shall be monitored at least semi-annually and reported to the Board of Directors. Any use of the Reserve Funds shall be carefully considered and shall not be depleted unreasonably or to a level placing the DAOR in a position of excess risk.

The DAOR shall establish and maintain reserve funds for future needs of the DAOR in an amount the equals at least 18 months of operational expenses. All reserve funds shall be invested in accounts deemed reliable by the Budget and Finance Committee and the Board of Directors.

8) *Creation and Maintenance of Corporate Resolutions Policy*

Any Resolution for corporate action shall be placed on the Monthly Board of Directors Agenda for consideration at a regularly scheduled meeting. The Board of Directors shall vote for and affirmatively pass any corporate resolutions.

9) *Association Payment Policy*

Payment policies shall be conducted in accordance with best business practices, and shall not be subject to unreasonable delay.

The DAOR's employees shall be paid one business day after the 15th and the last day of the month. If payday falls on a weekend, employees will be paid on Monday. When payday falls on a holiday, employees will be paid on the next workday back to work.

10) Compliance Reporting Policy

DAOR Staff and the Board of Directors are encouraged to ask questions about DAOR's compliance policies, procedures and practices and are expected to so inquire if they are unsure as to whether an action, activity or decision is consistent with any law, regulation, or DAOR policy. Compliance questions should be directed to the Executive Vice President and/or Association President.

11) Compensation Policy

Compensation by the DAOR for any employee shall be fair and commensurate with the position held.

12) Association Revenue Policy

Revenue policies shall be prudent and designed to provide for sufficient cash flow and reserves to meet the day-to-day and overall needs of the DAOR.

13) Asset Capitalization Policy

Assets shall not be managed, transferred, obtained or encumbered in a manner that creates an unreasonable risk to the DAOR's financial status.

14) Financial Reporting Policy

a) Reporting and accounting policies shall be in accordance with relevant professional standards, and are subject to thorough oversight and accountability from designated executive, staff or member designates.

b) All internal controls relating to the DAOR's accounting system shall be maintained by the Treasurer, Executive Vice President and certain staff dealing with billing, receivables etc., in accordance with generally accepted accounting principles, recommendations of the DAOR's CPA firm, suggestions in any management letter prepared as a result of an audit, and any actions taken from time-to-time by the Board of Directors.

c) Any expenditures incurred by a member of the Board of Directors, the Executive Vice President, or any employee shall be approved prior to payment by a person other than the person who incurred the expenditure. Expenditures by the Executive Vice President and members of the Board of Directors shall be approved by the Board of Directors. Expenditures by staff shall be approved by the designated supervising Executive. Coding for expenditures shall follow the established Chart of Accounts. Questions regarding coding of staff expense shall be directed to the Executive Vice President, with questions regarding coding of the Executive Vice President's expenditures directed to the President. All expenditures shall be reviewed by the Budget and Finance Committee, and any questions or concerns shall result in a recommendation of Review by the Board of Directors.

d) Signatories on checks and accounts are approved by the Board of Directors prior to the New Year beginning. Signatories for the DAOR are normally President, President Elect, Treasurer, and Executive Vice President.

e) Two signatures are suggested on all checks but not required. Signature stamps are not allowed in lieu of signature. The Treasurer's signature is required on all voided or reversed checks. Signatures are not allowed on blank checks.

f) The Board of Directors reviews and evaluates each check written monthly. The Budget & Finance Committee reviews and evaluates each check written quarterly.

g) The Budget & Finance Committee reviews and evaluates each financial account including CD's, money markets, and checking accounts. The Budget & Finance Committee serves as an audit committee and meets annually to identify, separate and investigate any check or account found reasonably in need of scrutiny.

h) The DAOR credit card is to be used only by the Executive Vice President. The Budget & Finance Committee and Treasurer review every credit card invoice.

i) Travel expenses incurred by members traveling with the Executive Vice President are, whenever possible, paid for by the Executive Vice President using the DAOR credit card. In situations where that manner of payment is not possible, the traveling member shall be reimbursed upon returning and handing in receipts. When a member travels without the Executive Vice President, or the Executive Vice President is traveling alone, a daily per-diem will be given prior to the travel.

j) An annual inventory is taken by designated staff and given to the CPA.

k) Capitalizing Assets – The DAOR shall inform its CPA of any property and equipment purchased valued at $2,500 or more for the purposes of accumulated depreciation.

l) The DAOR will maintain $250 in petty cash in its cash drawer. When petty cash is used, a receipt must be submitted.

m) Any bank deposits shall be made weekly.

n) The Association shall pay all outstanding accounts according to payment terms, whenever practicable.

15Also, The incoming President and the Executive Vice President are given the duty to collectively appoint one person to be a C.A.R. State Director, this appointment will be based on someone who is seen to be a future leader, and who will use the experience to bring awareness to the DAOR through social media and more.

15) Conflict of Interest (member/officer and staff) Policy

Conflicts of interest that rise to a material level or create a risk of prejudice to any member or association interest shall be resolved in a prompt and judicious manner, and shall not be tolerated where disclosure has not been forthcoming or where

efforts to cleanse the conflict are not made in good faith. A Conflict of Interest and Non-Disclosure Statement is signed annually by the Board of Directors, as well as by the Budget & Finance, Grievance, and Professional Standards Committees annually. A Conflict of Interest and Non-Disclosure Statement is signed by staff annually.

16) *Whistleblower Policy*

The Whistleblower policy shall be in accordance with state and federal law. The DAOR encourages employee and executive transparency and accountability, and shall not act in a manner that punishes or prejudices those who provide revelatory material facts as to the operation or organization of the association.

17) *Organizational Document Retention Policy*

The DAOR shall retain, at a minimum, 2 years of MLS records, 2 years of membership files, 2 years of dues billing records, 7 years of checks and accounting records, and every year of financial statements and corporation minutes.

A. AUDIT AND REVIEW

The DAOR shall submit a report from a CPA which includes either an audit opinion or an accountant's review report on an annual basis.

Audits shall occur at the discretion of the Board of Directors/Budget and Finance Committee. Records of all relevant dates, documents and participants of the reviews or audits shall be kept current and made accessible to staff and administration.

B) BANKRUPTCY

If the DAOR considers filing bankruptcy, the DAOR shall first obtain the NAR's consent to file for bankruptcy.

SECTION 5. POLICIES ON PARTICIPATING AND TRAVELING WITH C.A.R. / N.A.R.

5.1 C.A.R. Honorary Director For Life. Expenses of the Honorary Director-For-Life to attend State Director Meetings are not reimbursed by DAOR.

5.2 C.A.R. Honorary Member For Life. It is the responsibility of DAOR Staff to submit to C.A.R. an application of Honorary Membership for any eligible REALTOR® member of DAOR. To be eligible, the member must be at least 75 years of age and have been a member of C.A.R. for at least 25 years, but it is the responsibility of the member to inform staff of age and eligibility.

5.3 Region 22 Chair. Every three years, DAOR has an opportunity to endorse a Member to serve as a Regional Chair for C.A.R. To be nominated at the region level to represent DAOR as Region 22 Chair, the Member must be endorsed by the Board of Directors. A Member who is interested in serving as the Region 22 Chair must notify the DAOR Board of Directors during the period from January through April two years prior to the term of service as Region 22 Chair. The Board of Directors will vote/choose by silent vote, majority will rule. Any person running will not vote. By June DAOR's endorsed member will be nominated for assistant region chair. If no Member is endorsed by the Board of Directors, DAOR forfeits its turn to have one of its Members serve as Region 22 Chair.

5.4 C.A.R. State Directors.

5.4.1 Selection of C.A.R. Directors. It is mandatory for the President and President Elect to serve as C.A.R. Directors representing DAOR at the C.A.R. Director meetings. The Vice President has the option, but not the mandatory obligation, to serve as a C.A.R. Director. If the Vice President declines to serve, or if an additional

C.A.R. Director position is appointed to DAOR due to increased membership, the vacancy will be filled by the Oversight Committee from members of the Board of Directors, or other members highly involved in the DAOR.

5.4.2 Meeting Attendance. C.A.R. Directors are required to attend all funded meetings or appointed committee meetings, caucus, or C.A.R. Board of Directors meetings. If a C.A.R. Director fails to attend, arrives late to, or leaves early from even only one meeting in any one day without an approved excuse, all "un-served" expenses (such as hotel room and per diem), the entire day's expenses, hotel and per diem paid to that C.A.R. Director must be reimbursed to DAOR.

The director needs to cancel their own flight and hotel if cancelling their attendance. Director should assure that DAOR gets the flight reimbursement and hotel cancellation taken care of.

5.4.3 State Director Reports. Each C.A.R. Director must deliver committee/State Director information to the membership through a wrap-up report video, scheduled by DAOR within a few days upon returning. Said video is recorded, and archived on DAOR's YouTube.

5.5 Funding Assistant Region Chair. On the occasion that DAOR has an assistant Regional Rep who is not also a State Director, DAOR will report this member to the C.A.R. as a State Director/ Delegate and fund them to attend the three C.A.R. Director Meetings.

Funding of Directors:

Directors will travel with a reimbursement per diem. - AE will reserve and pay for each CAR luncheon and Installation event. - AE will reserve and pay for lunches each day during meetings and one group dinner per travel meeting – directors will be conscious of the cost of the meal/wine/drink they are ordering and concur to a two drink maximum.

Anything more than the lunches, the one dinner out, and CAR Installation DAOR will budget $135 per day, per director – and reimburse up to $25 breakfast, $35 for lunch, and $75 dinner. DAOR will reimburse directors for the receipts that are handed in upon return.

5.6 C.A.R. Midyear Legislative Meetings. The President, the Executive Vice President, the Local Government Relations Committee Chairperson, State Directors, and the DAOR director serving as Region 22 Chair or Assistant Chair, if any, will attend the annual C.A.R. Midyear Legislative Meetings in Sacramento. Attendance by these representatives of DAOR will be funded from DAOR's ALF PAC account.

5.7 N.A.R. Legislative Meeting and REALTOR® Conference/Expo.

5.7.1 N.A.R. Legislative Meeting. The President, the Executive Vice President, and the DAOR director serving as Region 22 Chair, if any, have the option, but are not required, to attend the annual N.A.R. Legislative Meeting funded from DAOR's ALF PAC account. The appointed NAR Director is obligated to attend.

5.7.2 N.A.R. REALTOR® Conference/Expo. The President, the Executive Vice President, and the DAOR director serving as Region 22 Chair, if any, have the option, but are not required, to attend the annual N.A.R.REALTOR Convention Meeting. DAOR's NAR Director is obligated to attend. Attendance by these representatives of DAOR will be funded through the annual budget.

5.7.3 N.A.R. Annual Leadership Summit. The President-Elect and the Executive Vice President will attend the annual N.A.R. Leadership Summit. Attendance is funded partially through DAOR's annual budget and partially by N.A.R. It will be an option to attend.

5.7.4 ASAE and N.A.R. AE Meetings. The Executive Vice President will also attend one meeting of the American Society of Association Executives (ASAE) or one N.A.R. meeting for Association Executives. Attendance is funded through DAOR's annual budget.

5.8 N.A.R. National Director

5.8.1 Selection of N.A.R. Director(s). The Immediate Past President shall serve as an N.A.R. Director and must be a DAOR member in good standing; must also be a C.A.R. Director during the term as an N.A.R. Director. Must be active in real estate on a full time basis as an agent, manager, or broker/owner. It is recommended that the N.A.R. Director contribute to RAF at the California Silver Bear level. Service is set by N.A.R. for a one year term. If Past President wishes not to continue, or said President missed prior year's NAR Meetings, it will be offered to the Past President once removed, second removed, and third removed. If these four Past Presidents decline this position, then the Nominating Committee will submit to the Board of Directors candidates to take this position. Board of Directors will make final decision by holding an internal election.

5.8.2 Meeting Attendance. N.A.R. Directors are required to attend all funded meetings or appointed committee meetings, caucus, or Board of Directors meetings of both C.A.R. and N.A.R.. If a N.A.R. Director fails to attend, arrives late to, or leaves early from even only one meeting in any one day without an approved excuse, all "un-served" expenses (such as hotel room and per diem), the entire day's expenses, hotel and per diem paid to that N.A.R. Director must be reimbursed to DAOR.

SECTION 6. SOCIAL NETWORKING POLICY FOR MEMBERS, VOLUNTEERS AND EMPLOYEES

6.1 Value of Electronic Media and Social Networking. DAOR recognizes that Electronic Media and Social Networking sites provide new tools for DAOR to expand its membership and to deliver services to DAOR members. DAOR also recognizes that DAOR volunteers, members, and employees are increasingly utilizing Electronic Media and Social Networking both in their personal lives and at work. DAOR is committed to maintaining its current influence in the industry by using new technology.

6.2 Recognition of Issues and Risks of Electronic Media and Social Networking. The use of Electronic Media and Social Networking by DAOR volunteers, members, and employees for work or for personal activities raises risk management issues for DAOR. The content of electronic communications (regardless of the electronic device used to create the content) is subject to state and federal laws, including laws regarding privacy, discrimination, harassment, trade secret, copyright, anti-trust, identity theft, and litigation discovery rules for the storage and production of electronically stored information under the Federal Rules of Civil Procedure. Allowing unauthorized, inappropriate or illegal communications puts DAOR and its volunteers, members, employees, vendors and others at risk.

Publishing or discussing DAOR-related matters through Electronic Media and Social Networking could damage DAOR and expose its volunteers, members and employees to

claims for breach of confidentiality, slander, defamation, discrimination, harassment, and other civil and criminal violations, along with the costs of litigation and economic impact of lost productivity and a tarnished reputation in the real estate industry.

To avoid exposing DAOR to these risks and liability, electronic communications Activities and content must be consistent with DAOR's values and policies and not violate any federal, state, or local law, rules or regulations (collectively referred to in this Policy as the "Law").

6.3 Key Elements of This Policy.

- Be responsible for what you say and write.
- Be authentic by accurately identifying yourself.
- Consider who may receive your communication and avoid offending others.
- Exercise good judgment and consider the consequences of your communications being public.
- Balance work and personal information to create a community of mutual support with others.
- Respect copyrights and fair use and always give others credit for their work.
- Protect confidential and proprietary information.

6.4 Purpose. DAOR has enacted and implemented this Policy, among other things, to:

- Establish and maintain an Electronic Media and Social Networking presence for DAOR;
- Enhance and support DAOR and its volunteers, members, and employees;
- Encourage responsible and appropriate use of Electronic Media and Social Networking by DAOR volunteers, members, and employees in their work and personal lives;
- Identify and minimize risks associated with use of Electronic Media and Social Networking;
- Protect the interests of DAOR and its volunteers, members, and employees.

6.5 Applicability. This Policy applies to all DAOR volunteers, members, and employees ("Users") who utilize Electronic Media or participate in Social Networking of any kind that involves, refers to, is associated with, reflects upon, or impacts DAOR. As used in this Policy, "volunteers" includes officers, directors, committee chairpersons and members, and "employees" includes independent contractors of DAOR.

DAOR expects all Users who participate in Electronic Media communication and Social Networking to understand and follow this Policy and to communicate in a respectful, relevant way that will protect the reputation of DAOR, its volunteers, members, and employees and will assure that DAOR and all Users remain within the requirements and the spirit of the Law.

6.6 Implementation and Enforcement. DAOR may create administrative policies and procedures to implement and enforce this Policy, to optimize the use of Electronic Media and participation in Social Networking, to identify and address future problem areas, and to minimize the risk of irresponsible communications.

DAOR reserves its right to block access to Internet Web Sites, including Social Networking sites, on DAOR's Electronic Media systems.

A volunteer who violates this Policy may be subject to removal from a position of volunteer service. A member who violates this Policy may be disciplined or suspended from membership in DAOR. An employee who violates this Policy may be disciplined or terminated from a position of employment.

SECTION 7. ANNUAL AE PERFORMANCE REVIEW

An annual AE Performance Review shall be conducted each year by a Review Committee consisting of the President, President-Elect, Treasurer and Immediate Past President, no later than November 15th.
The President shall serve as Chair. The AE will consult with the President to determine the date of the review and notify the committee members. Performance review forms shall be provided to the committee members in advance. The AE will prepare a self-evaluation document outlining the past year's accomplishments, comments, and future activities and distribute it to the committee no less than 21days prior to the review date.

The performance review shall be conducted on the date specified, with the AE present. The written evaluation shall be signed by the Review Committee Chair & Members. The AE shall also sign the document as acknowledgement of receipt, and may add any comments of his or her own before signing. The signed evaluation shall be placed in the AE's personnel file with a copy provided to the AE. If the Review Committee determines a bonus should be recommended, this shall be presented to the Board of Directors for approval at its next regularly scheduled meeting.

SECTION 8. ALCOHOL POLICY

DAOR recognizes the importance of supporting various community and social events and activities and maintaining a safe, efficient and healthful environment for its employees, its members, and the public at events that are sponsored or endorsed by DAOR. DAOR also recognizes that serving alcoholic beverages at such events may be inconsistent with DAOR's image and could expose DAOR to increased risk of liability. Therefore, DAOR has adopted this Alcohol Policy regarding service and consumption of alcoholic beverages.

8.1 Total Prohibition on DAOR Premises. DAOR absolutely prohibits any sale, service, or consumption of alcoholic beverages on DAOR's premises.

8.2 Conditional Regulated Use at Events. The sale, service, or consumption of alcoholic beverages may be allowed at an activity that is sponsored or endorsed in whole or in part by DAOR, one of its Committees or Affiliates and for which DAOR's name is used ("Event") only if all of the following conditions are met:

(a) Limited Number of Events DAOR may have no more than four (4) events per calendar year.

(b) DAOR Insurance will determine, in its sole discretion, that its liability insurance policy provides adequate insurance coverage for the Event. Liquor liability is not covered under the National Association of REALTORS' ("N.A.R.") professional liability insurance policy. If unlawful service of alcohol is excluded (which exclusion is typical), DAOR or the sponsor will purchase a liquor liability rider from the insurance provider.

(c) The following protocols will be followed for the service of alcoholic and other beverages at the Event:

- Non-alcoholic beverages will be available;
- Food will be available;
- There will be no self-service bar, free-standing keg or punch bowl where attendees can serve themselves alcoholic beverages;

- DAOR will designate one or more of the following limitations on service:
  - Attendees will pay cash at the bar for alcoholic beverages;
  - Attendees will be provided with drink tickets to limit the number of alcoholic beverages per attendee;
  - Attendee will be provided only two free beverage tickets and must pay for additional beverages;
  - The time during which alcoholic beverages are served will be - limited;
  - Server will instruct its staff of the limitations designated by DAOR
  - NO "last call" announcement will be made (it encourages attendees to drink quickly and drink more).

(d) Responsibilities of Event Participants (sponsoring individuals, companies or agencies) will in good faith take all reasonable efforts to do the following in sufficient time prior to commencement of the Event:

- Encourage attendees to arrange for lodging at or near the Premises to avoid driving after drinking;
- Arrange for and/or communicate information to attendees regarding availability of transportation such as taxis, shuttles or buses.

SECTION 9. ANTI-HARRASSMENT POLICY Adopted October, 2020

DAOR Commitment:
The DAOR is committed to providing a productive and welcoming environment that is free from discrimination and harassment. Members are expected to act with courtesy and mutual respect toward each other, DAOR or MLS staff, service providers, speakers, guests and event participants.

Prohibition of Harassment: No Member of the DAOR may harass an Association or MLS staff member, volunteer, officer or director, or another Member, service provider, speaker or guest of the DAOR during any DAOR function, meeting or DAOR-related event or at the DAOR workplace or in any other forum or platform governed by NAR policy.

Harassment: Harassment includes inappropriate conduct, comment, display, action, or gesture based on another person's sex, color, race, religion, national origin, age, disability, sexual orientation, gender identity, and any other protected characteristic. Harassment in any form is strictly prohibited.

Examples of harassment include, but are not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and the display or circulation of written or graphic material that denigrates or shows hostility toward an individual or group based on a protected characteristic.

Sexual Harassment: Sexual harassment is one form of harassment. Sexual harassment may involve individuals of the same or different gender. Like all harassment, sexual harassment is strictly prohibited. Sexual harassment can be:

Verbal: Sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, or threats.
Non-Verbal: Sexually suggestive objects or pictures, graphic commentaries, suggestive or insulting sounds, leering, whistling, or obscene gestures.
Physical: Unwanted physical contact, including touching, pinching, coerced sexual intercourse, or assault.

Ways to Avoid All Types of Harassing Conduct: All Members are responsible for following this Policy and maintaining a work environment that is free from all types of harassment. Often the best way to stop offensive conduct is to simply tell the person/s of your objection to it. The DAOR encourages you to do so.

While persons are encouraged to advise of unwelcome behavior, even if no one has told an alleged harasser that his/her conduct is offensive, the alleged harasser may still be subject to discipline as set forth in this Policy. To avoid the risk of violating this Policy, Members will want to follow these guidelines:

- Remember that another individual may consider touching to be unwelcome or offensive.
- Racial, religious, ethnic, age-related and sexual jokes and epithets have no place in the work environment or at work-related functions or events.
- Compliments to others should be kept general.
- Drinking impairs good judgment. When at work related social functions or events, whether on or off the premises, avoid having one drink too many.
- Do not behave in a way you would not want your spouse, significant other, parent, child to witness.

How to Report Incidents of Harassment or Inappropriate Behavior:
Any member who believes they experienced or witnessed harassment or other inappropriate behavior in violation of this Policy should promptly report the incident to one of the following individuals: the Association Executive or the President of the DAOR or the next highest officer who is not the subject of or directly connected by way of a close personal or business relationship, or otherwise poses a conflict of interest, with the subject of the complaint, or if no other officer remains, a member of the Board of Directors.

Protection for Reporting and Cooperating: No recourse will be taken against an individual acting in good faith for reporting harassment or for cooperating in an investigation.

Description of Misconduct: An accurate record of objectionable behavior or misconduct is encouraged to resolve a formal complaint of harassment. Reports of harassment may be made verbally or in writing. Individuals who believe that they have been or are currently being harassed, should attempt to maintain a record of objectionable conduct in order to prepare effectively and substantiate their allegations.

Time Frame for Reporting a Complaint: The DAOR encourages a prompt reporting of complaints, as defined as within 60 days, so that rapid response and appropriate action may be taken. This Policy not only aids the complainant, but also helps to maintain an environment free from harassment or inappropriate behavior contemplated by this Policy.

Investigation and Discipline: Upon receipt of a report of possible harassment or inappropriate behavior in violation of this Policy, the DAOR will promptly conduct a review in consultation with counsel. Through this consultation, the DAOR may determine whether the matter can be resolved by meeting with those involved, or whether the matter should be referred to an investigatory team for further processing. In instances of referral to an investigatory team, the DAOR will promptly conduct an investigation in consultation with counsel. Unless otherwise determined by the DAOR in consultation with counsel, the investigatory team will be comprised of the President, President-Elect and one member of the Board of Directors selected by the highest-ranking officer not named in or directly connected by way of a close personal or business relationship, or otherwise posing a conflict of interest with one named in the complaint.

A conflict of interest shall be deemed to exist when, by appearance or otherwise, a person cannot be considered to be impartial or disinterested. Examples include, but are not limited to, current or past relationships by blood, family, business, encounters of an acrimonious nature or any other situation when one cannot be impartial by appearance or otherwise. In the event any member of the investigatory team has a conflict of interest, the individual shall be precluded from participating in the proceedings.

Unless otherwise determined by the DAOR in consultation with counsel, should any potential conflict exclude any of the officers or directors outlined in succession above, one or more shall be replaced by the Immediate Past President or, alternatively, by another member of the Board of Directors selected by the highest ranking officer not named in or directly connected by way of a close personal or business relationship with one named in the complaint, or otherwise posing a conflict of interest, or if no other officer or director remains, by the Association Executive.

In pursuing the investigation, the DAOR shall take the wishes of the complainant under consideration, but shall thoroughly investigate the matter, keeping the complainant informed as to the general status of the investigation, while maintaining the confidentiality of the investigatory process. During the investigation, the DAOR will involve only those deemed necessary to the investigation, and disclosures will only be made on an as-needed basis.

If, after its investigation, the investigatory team concludes there is sufficient evidence that a violation of this Policy has occurred, the investigatory team will determine any disciplinary action.

The DAOR may, but is not obligated, to refer the investigation or the investigation and recommendation of discipline to another Association or outside investigator for handling.

[NOTE: An external body would likely consist of professionals such as an outside human resource firm or a law firm experienced with conducting investigations of this nature to serve as the investigatory team. Depending on the alleged facts and circumstances, it's possible some complaints may be more appropriately handled by an external body; the DAOR should consult with its board counsel to determine whether it may be advisable for a given matter to be referred to an external body.]

The DAOR reserves the right to take any necessary and appropriate disciplinary action against a member who engages in any form of harassment or inappropriate behavior in violation of this Policy. Such actions may include, but are not limited to, prohibition from attendance at future DAOR meetings or events, removal from a committee appointment, officer or director position, probation, suspension or expulsion from membership or any other action deemed appropriate by DAOR. The DAOR further reserves the right to consider any matter referred to it from the California Association of REALTORS® ("C.A.R.") as a result of a violation of C.A.R.'s Code of Conduct, Civility and Harassment Policy and has the discretion to determine whether further action should be taken against the member at issue by the DAOR.

A written summary of the resolution, including whether or not this Policy was violated and whether the alleged perpetrator was disciplined, will be prepared and shared with the alleged complainant and perpetrator(s) involved and the Board of Directors.

Exhibit A - page 1 of 7

GREATER DAOR
DOWNEY ASSOCIATION OF REALTORS®

AUDITORIUM RENTAL AGREEMENT

Submit Reservation & Agreement to Erica Ochoa
Inquiries to (562) 861-0915 or
customercare@DAOR.com

USER INFORMATION

USER NAME:_____ RESPONSIBLE PERSON:_____

DAOR Member ID:_____ NON MEMBER:_____

Address:_____ City:_____ State:_____ Zip_____

Phone:_____ Fax:_____ Email:_____

I hereby affirm that I have the authority of USER named above to sign this Auditorium Rental Agreement on USER's behalf. I have read, understand and on behalf of USER agree to the terms in this Auditorium Rental Agreement, including the Reservation Information, Rental Terms, indemnification of DAOR, Rules for Use, and USER's financial responsibility for damages to DAOR's personal and real property.

_____ _____
Date Signature of Responsible Person
Name printed _____

RESERVATION INFORMATION

Available Monday through Friday, 9:00 am to 4:30 pm
Before 8:00am and after 5:00pm by special arrangement

Use Date _____ Event Start Time _____ Event End Time _____ Vacate Time _____

Pre-Event Access: Date _____ Time _____

Number of Persons Attending _____

Event Description: _____

_____ _____
Date Signature of Responsible Person

_____
Print Name

FEES AND CHARGES

RENTAL RATES (Mon-Fri.)	MEMBER	NON-MEMBER	DEPOSIT
☐ First Two (2 Hrs.)	$58.00	$100.00	$50.00
☐ Full Day (6 Hrs.)	$95.00	$200.00	$50.00
☐ Weekend (Saturday)	$95.00	$125.00	$50.00

Rental includes use of the Education Center.

*An additional **$28.00(Member) and $35.00(NON Member)** per hour after the second hour shall apply.*

Failure to vacate the Auditorium after the maximum six (6) hour rate, shall result in USER being charged the amount of a Full Day rate. *If USER is expecting more than 50 students, a **$30.00** charge will apply.*

AUDIO VISUAL (optional: check if desired)	MEMBER	NON-MEMBER
☐ Wireless Lavaliere	$ 75	$ 75

COFFEE or FOOD SERVICE (optional: check if desired)	MEMBER	NON-MEMBER
☐ Coffee Service (includes: regular and decaf coffee, paper cups, sugar, sweetener, cream, napkins, stir sticks) Number of pots requested:_____	$8.00 per pot	$12.00 per pot
☐ Food Service Charge *Please note any Puff Pasties and Strudels are prohibited. If provided, Renter will be obligated to vacuum the premises.*	$20.00	$30.00

SECURITY DEPOSIT (due with Rental Agreement)	$50	$50
A Security Deposit is due with signed Rental Agreement and is refundable partially or totally depending on condition of Auditorium after Event.	MEMBER	NON-MEMBER

POST- EVENT FEES & CHARGES (for DAOR use)

☐ Hourly overtime:	$_____
☐ Security Guard Fee: (maybe required in DAOR's sole discretion)	$_____
☐ Clean Up Fee (prohibited use or condition unacceptable in DAOR's discretion)	$ 200.00
☐ Damages/Repairs (full cost exceeding Security Deposit, plus 20%)	$_____
☐ Alarm Response fee	$_____
☐ Alarm Passcode change fee	$_____
☐ Return Security Deposit	-50.00
TOTAL DUE FROM USER	$_____

Name : _____

Email : _____ Phone : _____

*** Event Info ***

Event Name : _____

Time : _____ Date : _____

Signature : _____

Choose Your Event, Type, & Marketing You Need

☐ Virtual ☐ In-Person* ☐ Hybrid*

* See Room Rental Agreement

☐ $20 - Zoom Use & Link (2hrs) - *$10 every hrs. after that*

☐ $10 - Social Media Advertisement

☐ $10 - MLS Advertisement (posted 2X) - Not available for Affiliates

☐ $10 - Constant Contact Ad (the Monday before)

Total Cost: $_____

****Advertising Policy****

Members can utilize our advertisements to further promote their own events. However, there can be NO conflict pertaining to date, time or content/ similar topic with in 30 days.

****Disclaimer****

The Presentation on this class are the Greater DAOR does not constitute an endorsement of views, products, or options which are expressed or endorsed by the course instructor, affiliate, sponsors, or lecturers by DAOR or Board of Directors. The materials presented have not been reviewed or approved by the National Association of Realtors, the California Association of Realtors, CRMLS Inc., DAOR or Associated Counsel.

For Office Use only

Signature : _____ **Date :** _____

PAYMENT

The $100 Rental Deposit and $100 Security Deposit are due with signed Rental Agreement and are refundable if Auditorium is unavailable or USER cancels within allowed time period. All rental fees and charges for optional services must be paid in full at least 14 business days before the Event. All Post-Event fees and charges must be paid within 30 days of notice.

PAYMENT METHOD: ☐ **CASH** ☐ **CHECK (payable to DAOR)**
☐ **CREDIT CARD:** ☐ **M/C** ☐ **VISA** ☐ **Am/Ex** ☐ **DISCOVER**

CREDIT CARD #_____ **EXP:**_____ **CVC:**_____

Print Name _____ Authorized Signature _____

RENTAL TERMS AND CONDITIONS

The above-named USER and the GREATER DOWNEY ASSOCIATION OF REALTORS® ("DAOR") agree that USER may use the Auditorium at 12073 Paramount Blvd, Downey, California 90242 and specified equipment ("Auditorium") for the purposes and on the dates and times shown above, subject to the following terms and conditions:

A. Reservations
Reservations of the Auditorium and payment of all applicable fees must be made at least 14 days prior to the first date of the Event. Reservations may be made up to six (6) months in advance of the Event. Reservation for an Event does not imply or establish an exclusive right to future use of the Auditorium. The Security Deposit are due with the signed Rental Agreement. The Auditorium is available for current DAOR members. Non-Members must first be evaluated by DAOR leadership for approval.

ONLY DAOR AFFILIATE MEMBER IN GOOD STANDING MAY RENT THE EDUCATION CENTER; THIS INCLUDES ALL LEVELS OF SPONSORING. ALL SPONSORING AFFILIATES MUST BE ACTIVE MEMBERS OF THE GREATER DAOR

BROKER/ OFFICES AND AGENTS IN GOOD STANDING MAY RENT OUR EDUCATION CENTER AS LONG AS THEY USE OUR DISCLAIMER ON THE FLYER AND ALL SOCIAL MEDIA MUST INCLUDE THAT THEIR EVENT IS NOT DAOR ENDORSED

B. Cancellation

By DAOR

DAOR reserves the right to cancel by giving written notice to USER at any time prior to the first day of the Event without any repercussions. DAOR will refund any monies paid if DAOR does not reschedule.

BY USER

USER agrees to give DAOR written notice of cancellation as far in advance of the reserved date as possible. USER will not be entitled to reimbursement of any paid deposits or charges a canceled use of the Auditorium.

C. Available Hours
The Auditorium is available during normal business hours, Monday through Friday from 8:30 am. to 4:30 pm., and shall not exceed six (6) hours in any one day. Any additional use of the room must have approval. All post-Event clean up and removal of USER's personal property must be completed within one-half hour after Event end time. DAOR staff will leave and lock the Auditorium at 5:00 pm. If USER is not completely out of the Auditorium by 5:00 pm., USER will be charged for all DAOR staff overtime and $100 per hour or any part of an hour, with a one-hour minimum.

D. Damage / Security Deposit
USER agrees to be responsible for and to pay the full cost of breakage or damage for any and all damage to the Auditorium equipment resulting from the Event, including but not limited to cleaning, repairing and/or replacing Auditorium fixtures and equipment, costs to replace lost keys, charges to respond to the alarm, changing the alarm passcode if deemed necessary in DAOR's discretion. Damages will be paid first by application of the Security Deposit of $50.00 that is paid when the Rental Agreement is signed and delivered to DAOR. If damage occurs and is less than the Security Deposit, the difference will be refunded to USER. If the damages exceed the Security Deposit, DAOR will apply the Security Deposit to the amount of damages and USER will be responsible to pay DAOR, within 30 days of written demand, the entire balance of damages, plus twenty percent (20%) of all amounts over and above the Security Deposit.

E. Liability/Indemnity/Insurance
DAOR is not liable to USER for injury to persons or loss or damage to the personal property of USER or USER's principals, employees, independent contractors, clients, customers, agents, vendors, suppliers, and guests (collectively referred to as "Invitees"), including any personal property left at, in, or on the Educational Center before, during or after the Event. USER agrees to indemnify and hold DAOR harmless from any and all liabilities, claims, and demands for personal injury, property damages, government fines, assessments, or fees, and/or attorney fees or cost arising out of or caused by any act of omission of DAOR and/ or DAOR's agents, employees, vendors or Invitees arising in or about the Auditorium at any time before, during, after or related to the Event. USER has or will obtain liability insurance coverage covering the Event. USER will provide DAOR an insurance rider evidencing such coverage and naming DAOR as an additional insured no later than 5:00 p.m. on the last business day prior to the Event. Failure of USER to provide proof of insurance will not be a waiver by DAOR of its rights under this Rental Agreement.

F. Restrictions
USER acknowledges and by initialing each provision agrees to comply with the following restrictions on use of the Auditorium:

PLEASE DO NOT REARRANGE THE EDUCATION CENTER TABLES AND CHAIRS

Initials SMOKING IS PROHIBITED ANY TIME AND ANY WHERE INSIDE THE AUDITORIUM.

Initials ALCOHOLIC BEVERAGES ARE PROHIBITED ON DAOR PROPERTY, INSIDE OR OUTSIDE THE AUDITORIUM, AND IN THE PARKING LOT.

Initials NO FOOD PREPARATION IS PERMITTED ON DAOR PROPERTY; FOOD PREPARED ELSEWHERE MAY BE SERVED IN THE AUDITORIUM. (NOTE: AN EXTRA FEE WILL BE ADDED TO THE RENTAL IF FOOD OF ANY KIND IS PROVIDED.)

Initials NO ANIMALS ARE ALLOWED IN THE AUDITORIUM, EXCEPT TRAINED AND LAWFUL THERAPY OR COMPANION ANIMALS ACCOMPANYING A PERSON WITH A DISABILITY.

Initials NO DECORATION OF ANY KIND ALLOWED IN AUDITORIUM, INCLUDING GLITTER, CONFETTI, BANNERS, STREAMERS ETC.

Initials ONLY DAOR AFFILIATE MEMBER IN GOOD STANDING MAY RENT THE EDUCATION CENTER; THIS INCLUDES ALL LEVELS OF SPONSORING. ALL SPONSORING AFFILIATES MUST BE ACTIVE MEMBERS OF THE GREATER DAOR

Initials ALL MARKETING AND EVENT PROMOTION MATERIALS MUST IDENTIFY THE USER AS THE EVENT PRESENTER AND CONTAIN THE FOLLOWING DISCLAIMER IN LEGIBLE PRINT, (FONT SIZE 9 OR LARGER):
"IN REGARDS TO THIS EVENT, DAOR IS A VENUE ONLY. THE PRESENTATION OF THIS EVENT AT DAOR DOES NOT CONSTITUTE AN ENDORSEMENT OF THE VIEWS, PRODUCTS, OR OPINIONS WHICH ARE EXPRESSED OR ENDORSED BY THE COURSE INSTRUCTOR, AFFILIATE AUTHORS, SPONSORS OR LECTURES BY DAOR OR ITS BOARD OF DIRECTORS. THE MATERIALS PRESENTED HAVE NOT BEEN REVIEWED OR APPROVED BY NAR, C.A.R., DAOR, OR ASSOCIATION COUNSEL."

Initials NO CHEWING GUM, PUFF PASTIRES, DANCING OR PARTIES ARE ALLOWED IN THE EDUCATION CENTER.

Initials DAOR'S STANDARD DISCLAIMER STATEMENT SHALL REMAIN UNCOVERED ON THE WALL OF THE EDUCATION CENTER AT ALL TIMES. THE STANDARD DISCLAIMER STATEMENT READS AS FOLLOWS:
"The presentation of this class at the Greater Downey Association of REALTORS® (DAOR) does not constitute an endorsement of the views, products, or opinions which are expressed or endorsed by the course instructor, affiliated authors, sponsors, or lecturers by DAOR or its Board of Directors. The materials presented have not been reviewed or approved by the National Association of REALTORS®, the California Association of REALTORS®, DAOR or Association Counsel. If you have a disability that requires special materials and/or services, please notify a DAOR staff member to receive assistance."

Initials USER WILL NOTIFY A DAOR STAFF MEMBER IMMEDIATELY IF USER OR INVITEE HAS A DISABILITY WHICH REQUIRES AN ACCOMODATION OF SPECIAL MATERIALS AND/OR SERVICES.

G. Security Personnel

By DAOR

DAOR reserves the right in its sole discretion to arrange for one or more security personnel to be present before, during and after the Event and the cost will be borne by USER.

By USER

USER may arrange for one or more security personnel to be present before, during and after the Event and the cost will be borne by USER.

H. Use of Auditorium and Equipment

The Auditorium is provided for the purpose of conducting member office meetings, DAOR functions and educational purposes only. The rental cannot be held for a function that is used to solicit other agents or members. DAOR has the right to deny the rental for purposes of classes if it feels there is a conflict of interest to what DAOR is holding. The Event and all related activities will be conducted in an orderly manner. Auditorium and equipment are to be left in the same condition they were in prior to the event. USER will keep the Auditorium and every part of it in a clean and wholesome condition, free from any objectionable noises, odors or nuisances, and will comply in all respects with all health and safety and law enforcement and fire regulations. USER will deposit all trash and rubbish in receptacles provided by DAOR and located in the areas designated by DAOR. USER will not allow any illegal substances or Hazardous Material to be used, prepared, distributed, sold, generated, manufactured, released, stored, disposed of, or transported on, under, about, to or from the Auditorium. Should USER fail to follow these cleanliness rules, future use will be denied and shall result in the loss of USER's security deposit. USER will immediately notify DAOR Staff if there is a spill on the carpet.

DAOR will not be responsible in any manner to USER or its Invitees for any services or products, advertised, provided or promised by USER to any person or entity related to the use of the Auditorium. Should USER require any audio, visual assistance, and/or other accommodation equipment for the USER or Invitees, USER will immediately notify DAOR in order for DAOR to provide such equipment in an expeditious and reasonable manner.

Rental of the Auditorium includes the use of DAOR's three television sets by connecting DAOR's HDMI cable to USER's laptop. If USER's computer is not HDMI compatible, then USER will need to bring USER's own adapter. Use of DAOR's white board is allowed. DAOR will lend USER DAOR's special wet erase pens in exchange for USER's keys. If USER uses USER's own pens on the white board, and it does not completely erase, the responsible person will be invoiced $200 for replacement of the ruined white board.

I. Licenses Permits

USER will obtain, at its expense, any and all licenses and permits required for the Event and USER's use of the Auditorium. USER indemnifies DAOR fully for any fees, charges, fines, or penalties related to any license and permit USER obtains, is obligated to obtain, or fails to obtain, and for any fee or fine USER pays or is obligated to pay.

J. Hourly Overtime Charge

If prior arrangements for additional time are not made before the Event Start Time, USER agrees to pay to DAOR within 30 days of written demand, a charge equal to twice the prorated hourly charge for each hour beyond the Vacate Time.

K. Parking

Parking is available only behind the building, Parking on the street is at the discretion of the driver, who shall assume all risks.

L. Application Approval

Any person or group may apply to use the Auditorium on forms provided by DAOR. DAOR retains the right to request additional information, as it deems required. Approval of applications will be limited to responsible persons or groups. DAOR reserves the right to provide and require forms, applications and documents as may be necessary to protect its interests. Applications for reservations may be submitted with all required deposits and fees paid to DAOR at 12073 Paramount Blvd, Downey, California 90242.

M. Promotion

The rental of the Center does not include any promotion of USER's event, except for flyer provided by USER in DAOR's store. DAOR has several ways to help promote USER's event at an additional cost to USER. All promotion materials, whether a flyer or additional materials paid for by USER, must be approved within three (3) days of filing this Agreement. Immediate cancellation of rental could take place if promotional material is not received by DAOR.

N. Exclusive Use Limitations

If USER requests a reservation for a time when the Auditorium is already booked or is unavailable due to an exclusive use agreement between DAOR and another USER, DAOR will notify USER within 72 hours of receipt of the signed Rental Agreement. If USER does not request a different Event Date that is acceptable to DAOR, DAOR will return the $50 Security Deposit.

O. Default / Breach

Failure by USER to make payment of all deposits, fees and charges due no less than fourteen (14) days prior to the event will constitute a default. The Auditorium will not be made available to USER if said payments are not timely made. In the event of any default or breach hereunder, USER will pay all costs, expenses, and attorney fees, whether or not suit is filed, to enforce this Rental Agreement and to collect any amounts due to DAOR.

P. Laws

USER and its Invitees will observe, obey and comply with all applicable city, county, state and federal laws, rules and regulations. USER and its Invitees will not use, or permit any person or persons to use, the Auditorium in any manner which, in the sole discretion of DAOR, is inconsistent with the image of a community or family-oriented business, or in violation of the laws of the United States of America, or the laws, ordinances, regulations and requirements of the state, county and city where the Auditorium is situated, or of other lawful authorities. The Auditorium will not be used for purposes of advancing any doctrine or theory which is subversive under the Constitution of the United States. DAOR strictly adheres to the Federal American with Disabilities Act and California's Unruh Act.

Q. Signatures

The person who signs below on behalf of USER acknowledges that he/she has read and agrees to all the terms and conditions contained in this License Agreement and that he/she is authorized to and does execute this Rental Agreement on behalf of USER, and DAOR hereby accepts USER's application for use of the Auditorium.

USER:	**DAOR:**
_____	**GREATER DOWNEY ASSOCIATION**
Company Name	**OF REALTORS®**
_____	
Authorized Signature	
	By _____
_____	***Erica Ochoa, Event Coordinator***
Print Name	
_____	_____
Date	Date

GREATER DOWNEY ASSOCIATION OF REALTORS®, INC.

AGREEMENT BY AFFILIATE VOLUNTEER

By signing below, I hereby acknowledge and agree to the following:

The Greater Downey Association of REALTORS®, Inc. ("Association") is a non-profit mutual benefit Corporation.

I am an Affiliate member of the Association and meet the requirement for that membership as stated in the Association's Bylaws: real estate owners and other individuals or firms engaged in activities related to the real estate profession who do no qualify for REALTOR® membership, but have interest requiring information concerning real estate and sympathize with the objectives of the Association. I wish to provide volunteer services without compensation to the Association to support and enhance the Association's activities and programs.

1. In exchange for the opportunity to serve the Association, I agree to the terms of this Agreement.

2. I do not expect any compensation for the volunteer services I provide to the Association.

3. I have not offered to work without pay in order to gain experience.

4. I will not be an employee of the Association for any intent or purpose.

5. The Association will not provide me with Workers' Compensation insurance, unemployment insurance or any other employment benefits of any kind.

6. I am either employed by another person or company who provides me with Workers' Compensations insurance, or I am self-employed and exempt from having to have Workers' Compensation insurance.

7. It is my intention that the Association will not be responsible in any way for my Conduct and actions in performing volunteer services for the Association and that the Association will not be subject to civil, criminal, tort or other liability for failure to provide.

8. I represent and warrant that I will now, and at all times while performing volunteer Services for the Association:

    a. Have a valid and current California driver's license;
    b. Drive a properly maintained and safe vehicle;
    c. Have a valid and current automobile insurance policy in effect that meets all legal requirements and includes uninsured motorist coverage;

9. The Association will have no legal responsibility for any negligent act or omission or violations of any industry standards, laws, regulations or ordinances by me.

10. I am covered by or will maintain, at my own expense, a policy of insurance in a reasonable and customary amount to cover any negligent act or omission committed by me during the performance of volunteer services for the Association.

11. I will indemnify and hold Association free and harmless from any and all actual and threatened claims arising from any negligent act or omission committed by me while performing volunteer services for the Association.

GREATER DOWNEY ASSOCIATION OF REALTORS®, INC.
AGREEMENT BY AFFILIATE VOLUNTEER
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12. I will fully indemnify the Association for any and all actual and threatened claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees and cost, that Association may suffer or incur as a result of a breach by me of any representation, warranty, or agreement contained in this Agreement.

13. I understand that a breach of this Agreement may result in my removal as a Volunteer of the Association and may expose me to disciplinary action and damages.

I acknowledge that I have read and understand the above Agreement and agree to bound by it.

_____ _____
Signature Date
Printed Name:_____

GREATER DOWNEY ASSOCIATION OF REALTORS®, INC.

By:_____ _____
Jeanette Baumann Date
Executive Vice President

4.7.3 a Distinguished Service Award. The annual Distinguished Service Award (D.S.A) is presented only if there is a member with the following qualifications:

- Is a DAOR REALTOR® member in good standing.
- Has ten (10) years or more active service to DAOR.
- Is not currently serving as President and has not served as President during the past two (2) years.
- Has not previously received the D.S.A.– it is a once-in-a-lifetime award.
- The D.S.A. may be presented posthumously.
- Nominations will come from the general membership, via newsletter and from the Committee.
- The President and the past two presidents chose the recipient of the D.S.A. from those nominated and their decision is final.
- There is no minimum or maximum number of nominees to be submitted to the presidents for vote.
- If only one nominee is presented to the presidents, the recipient will selected by majority vote of the presidents.
- The decision of the presidents is final.

~~4.7.3.b Service to Community Award. The annual Service to Community Award (S.C.A.) is presented to a member with the following qualifications:~~

- ~~Is a DAOR REALTOR® member in good standing.~~
- ~~There is no limitation to the number of times a person may be the recipient of the S.C.A.~~
- ~~A request for nominations will be included in the newsletter.~~
- ~~Nominees are scored on a point system between 1 and 100 and must have 75 points to qualify.~~
- ~~The Committee selects the recipient of the S.C.A. by majority vote.~~
- ~~A member of the Committee will be disqualified from voting if he/she is nominated.~~
- ~~If the low score/ballot is less than 2/3 of the average of the remaining scores/ballot, the low score/ballot will then be eliminated.~~

4.7.4.c Tomorrow's Leader Today Award. The annual Tomorrow's Leader Today Award (T.L.T.A.) (replaces the former Outstanding New REALTOR® Service Award) is a surprise presentation to a member who meets the following qualifications:

- Is a DAOR REALTOR® member in good standing; member for at least 2 years.
- Recently became active in DAOR and is believed to have potential to be a future president.
- Closed at least two (2) transactions within the last twelve months.
- Has attended at least seventy five percent (75%) of DAOR luncheons and events.
- Serves on one (1) or more DAOR committee.
- Has timely paid all DAOR dues and fees.
- Has had no complaints filed with the Bureau of Real Estate.
- Has had no grievance proceedings filed with the DAOR Grievance Committee.
- Has had no arbitration proceedings filed with the DAOR Professional Standards Committee.
- Has not been found guilty in civil or criminal legal proceedings filed in any federal or state court.
- Has not previously received the T.L.T.A.

- Is nominated by the President and the Awards Committee.
- The Awards Committee selects the recipient of the T.L.T.A. by majority vote.

- Nominees are scored on a point system between 1 and 100 and must have 75 points to qualify.
- The Committee selects the recipient of the T.L.T.A. by highest score or if only one, by majority vote.
- A member of the Committee will be disqualified from voting if he/she is nominated.
- If the low score/ballot is less than 2/3 of the average of the remaining scores/ballot, the low score/ballot will then be eliminated.