

POLICIES AND PROCEDURES



Revised on 8/2025



Appendix

Introduction.....	3
Independent Contractors.....	4
Property Management.....	4
Mobile Homes.....	4
Timeshares.....	4
Commercial Transactions.....	4
Discrimination.....	5
Agency.....	5
Listing Policy (Broker Advertising).....	5
Listing Protection.....	6
Escrow.....	6
Standard Contracts.....	7
Listing and Sales Doc Administration- DOTLOOP.....	7
Listing Compliance.....	8
Violations.....	9
Post-Closing Procedures.....	8
Rental Deposits.....	9
Commissions.....	10
Negotiated Commissions.....	10
Commission Check Procedure.....	10
Commission Advances.....	11
Documents Procedures.....	12
Documents for Sale & Purchase.....	11
Lease Agreements.....	13
100% Commission Plan.....	13
Mentor Programs.....	14
Rentals.....	15
Personal Transactions.....	15
Referral Policy.....	15
External Referral Policy.....	15
Internal Referrals.....	15
Company Generated Referrals.....	16
Agent Support.....	16
Problem Resolution Protocol.....	16
Florida Association of Realtors (FAR) Legal Hotline.....	16
Floridarealtors.org.....	16
Board of Realtors.....	17
Communications.....	17
Email.....	17
Direct Contact.....	17
Web Portal.....	17
Yard Sign Procedures.....	18
Advertisements – Code of Ethics.....	18
E&O Claims.....	18
Commission Disputes/Arbitration/ Non-E&O Claims.....	19
Professional Association (PA) Designation.....	19
Company Holidays.....	19
Confidentiality.....	19



Introduction

This Policy Manual has been developed by XPN Realty LLC hereafter referred to as The Company. XPN Realty, LLC operate under the direct supervision of Alain Alcala Licensed Real Estate Broker, State of Florida, license # BK3319195

This Policy Manual is designed to assist our Agents in performing their respective duties and to clarify responsibilities our Agents have and must adhere to. It is important that you, our valued Agent, continue to remain informed as to Company Policies and Procedures and, for that reason, we suggest you read this document thoroughly and review this manual periodically in the event you do not understand something.

We require that you sign and initial each page of this manual for our records as a part of the new Agent hire process and will be kept on file under your Agent record.

Agents can/will be notified via phone, e-mail or text of pertinent changes or Company updates so it is critical that the contact information is always kept updated, and that our communications via e-mail or other methods are checked frequently. If for some reason an Agent is not receiving regular e-mails from the Company, please contact us so that we may update our records accordingly.

IMPORTANT: PLEASE READ AND INITIAL

The Company strictly adheres to the National Association of Realtors Code of Ethics as well as ALL state and local rules, regulations and laws. Any Agent found to lack fundamental experience/skills or attempting to breach Agent Duties including all National, State and Local rules, regulations or laws may be relieved of their transactions for cause, may forfeit their commission to the Brokerage, and may be immediately terminated.

_____ Agent Initials

The Company may permit an Agent to "sponsor" a new or non-experienced licensee on a case-by-case basis. If such an arrangement is approved in advance in writing, an addendum will be attached to the new Agent's Independent Contractor Agreement, which specifies the mentor relationship, responsibilities and any modifications to the chosen compensation plan(s).

Please take the time to thoroughly review this and all other documentation provided in this initial Agent Package.

Independent Contractors

All Agents are Independent Contractors and are responsible for all their own business expenses, such as: marketing, websites, advertising, business cards, yard sign



installation cost, lockboxes, open house signs, MLS, boards and licensing fees, etc. In the event the Company incurs in any expenses on behalf of the Agent, the Agent agrees to reimburse the Company immediately upon presentation of any invoices.

An Independent Contract between Company and Agent is also attached and included with the Agent Policy Manual and must be signed, and said agreement terms be strictly adhered to.

Property Management

Company Agents are PROHIBITED from engaging in any form of property management. The Broker does not carry E&O insurance for any management activities, residential nor commercial. In case Agents are in any way involved in property management issues and problems arise as a result, the Agent will be held liable for damages and will be responsible for paying, not limited to, any and all fees associated with attorneys or any other fees pertaining to the case on behalf of XPN Realty LLC

Mobile Home

Agents can only sell mobile or manufactured homes when the sale includes the land. The sale of mobile homes without land requires a dealer's license, therefore, are prohibited for Company Agents.

Timeshares

Agents are not permitted to list timeshares. Due to the unique nature of timesharing, Company does not market this form of real estate.

Unless the agent has experience on Commercial Real Estate, the agent should look for advice from the broker and the company attorney to complete the transactions.

Discrimination

Company is fully committed to fair and equitable treatment of Agents, employees, customers and the public at large. Company has a zero tolerance policy towards discrimination.

Company requires the strictest adherence to all laws and ordinances to provide the greatest protection of civil rights including, but not limited, to the Civil Rights Act of 1866, the Fair Housing Act (Title VIII of the Civil Rights Act of 1968), the Americans with Disabilities Act, the Florida Landlord and Tenant Act, the Equal Credit Opportunity Act (ECOA), the Truth in Lending Act and Regulations and the Real Estate Settlement Procedures Act of 1974 (RESPA). Company, Agents, and employees must at all time treat customers, the public and each other with the utmost respect, dignity and fairness in the spirit of the intent of the laws above.



Agency

All Company Agents are required to act and represent themselves as Transaction Brokers" with every person related to the transaction. Single agency is not authorized without specific pre-authorization in writing from Company.

Agents, who are representing their buyers in a "For Sale by Owner" contract, must present the seller a "No Broker Relationship Disclosure" immediately. Agency disclosure should be signed and dated by the second meeting or first showing; whichever comes first. A Broker relationship that has a signature dated after the effective contract date is a clear violation of FS 475.

The dates and signatures are closely audited by the Division of Real Estate. If the customer refuses to sign the disclosure, the Agent must note this on the disclosure, date it and present it to the customer and include this with other required documents when submitting them to the Company for review.

Listing Policy

Broker Advertising

The Company reserves the right to advertise any Company listing at Company expense. If the Company sponsored advertisement generates a prospective customer, the Company may refer that prospective customer to any Company Agent. The Company does not require you to pay a referral fee at this time

Listing Protection

Other than Company advertising, Company will do its best to send the inquiries received from buyers, or other Realtors, to the listing Agent. Company staff is not permitted to provide showing instructions. We will do our best to forward all inquiries to the listing Agent who is responsible for that listing. The Agent shall maintain updated contact information in the MLS at all times.

Listing commissions are negotiable. Refer to "Commissions" section of this Handbook for descriptions of "commissions". In the event Company or Agent terminates relationship, the Agent's listings may be transferred with Agent to new Broker of Record, with prior authorization by Broker of XPN Realty. (Except listings already under contract.)

Escrow

The rental escrow can be deposited on the STX Realty Account at the Bank of America Account number 8981 5892 3856, and forward me a copy of the check and the deposit and include the address and client(s) name to issue the escrow letter.

Agents are responsible for assuring that all escrow deposits are made.



For sales you can use your preferred title company and you should deliver that check within 24 hours to the title company and provide the Broker within 24 hours of a copy of the check and the escrow letter. All additional deposits should be submitted according to the date specified on the sales contract.

Standard Contracts

Company uses all state standard State Realtor Association Contracts. Agents must print contracts from the State Realtor Association's website, and always ensure they are using the most current version.

To minimize potential liability, Agents have to use Appfiles for all the contracts and to keep all the documents and files, that is provided by XPN Realty at no cost, training available.

Listing and Sales Document Administration

As your Broker, I am required by law to supervise all transactions. Failure to supervise Agents and transactions is a serious violation and jeopardizes my Broker's license. I am required to produce any listing or sales file upon demand whenever the Department of Business of Professional Regulation (DBPR) requires.

Alain Alcala P.A. Broker, is responsible for file certification, compliance and quality control for all sales and rentals. Agent is responsible to ensure that all sales and rental files are properly documented and fully executed. Once a property is under contract as a sale or lease, Agents must submit for review all sales/rental documentation via email within two (2) business days of the effective contract date

Important: because of the many laws, rules and regulations on both, State and Federal levels, associated with the Real Estate Business in general, the following documents are required to be emailed to the broker within 48 hours of execution. Failure to follow these deadlines will result in disciplinary actions and possible for EVERY transaction.

Listing Compliance

Company Agents are responsible for ensuring that each listing file submitted for review via email compliant with Florida Real Estate Commission (FREC) and Company standards. In addition, Agents are also responsible for entering listing data into the MLS.

Agents failing to submit complete and timely files, or violating MLS listing regulations will have their data entry privileges suspended, fined or revoked. Agents MUST be responsible for their own fines charged by MLS for errors.

Agents must submit via email to the broker within 48 hours ant new listing agreement.



Post-Closing Procedures

SALES

All Agents are responsible within 24 hours of closing to email the broker the Executed Closing Statement / HUD-1 (Purchases) and deposit the commission check on the XPN Realty Bank Account in the Bank of America Acct # 8981 5977 0888

RENTALS

At the time of the check is needed you should fill the disbursement form at least 48 hours in advance and the check will be ready to pick up at the office, if you want it mailed do it with 7 days.

Commissions

All Sales commissions will be pay at the closing table from the title company, to do this you have to email the disbursement authorization form to the broker 48 hours before the closing to be executed by the broker, and the Broker commission check should be deposited in the XPN Realty Bank of America within 24 hours, in case that the agent can't attend the closing the checks should be send by mail it to the XPN Offices.

If you attend the closing and failed to deposit the check on-time you can lose the privileges of collecting your commission at the closing table.

Negotiated Commissions

Agents are allowed to negotiate their own commissions. Transaction fee must be paid to Company per transaction. Transaction includes personal transactions and payment through referral's commissions.

Commission Advances

When Agents decide to get a commission advance using any of the companies that offer services such as eCommission, etc., If Agent gets a commission advance, they are prohibited to get paid at closing because Broker is responsible to make sure the advanced commission received by Agent is paid in full. If the transaction does not close, Agent is responsible for keeping Broker informed in a timely manner and owes the full commission advance to XPN Realty, LLC immediately.

Agent is responsible to reimburse Broker for any expenses incurred.

Document Procedures



All Agents agree to follow the procedures below, and use the list of needed documents.

1. All executed documents must be uploaded to appfiles for review within 48 hours after execution.
2. Use the address of the property as the name of the files.
3. Use the document name (Address) in the list below for each document. This makes it easier for the broker to identify documents when the names are related. Example 123 Main St As Is executed or 123 Main St Escrow letter, etc.

Documents for Sale or Purchase

1. Exclusive Right of Sale Listing Agreement and MLX Input and changes to MLX info (Required when representing the Seller)
2. Property County Information Required
3. Escrow deposit receipt verification Required
4. Seller's Property Disclosure – Residential Required
5. Home Inspection Disclosure Required
6. Print out of the MLS when working with buyers that's shows the Commission %
7. Lead-Based Paint Disclosure (Pre-1978 Housing) and Lead Info Pamphlet (Required when property was built before 1978.)
8. Any addendum executed Required
9. Copy of commission check and deposit slip, or wire confirmation Required

Lease Agreements

1. Exclusive Right to Lease Agreement and MLX Input and changes to MLX info (Required when representing the Seller).
2. Contract to Lease
3. Lease Agreement Required
4. Lead-based Paint Warning Statement for Rental Housing and Lead Info Pamphlet (Required when property built before 1978.)
5. Escrow Deposit Receipt Verification Required
6. Home Inspection Disclosure Required



7. Any addendum executed Required
8. Copy of commission check and deposit slip, or wire confirmation Required

Note: If a transaction is canceled, the Release and Cancellation document is required even if no deposits were made.

Commission Plans - Detailed Information

Company provides negotiable commission plans for Real Estate Agents to maximize their income opportunity. In order to receive their commission, the Agent must be active and eligible, and in good standing with the Company when the transaction was initiated, (defined as a sales contract, listing agreement or lease), based on the effective date of the contract. Agent must remain a Company Agent without interruption until the transaction closes to receive compensation from said transaction.

No monthly fees or minimums. Transaction fee of \$399 per Residential Listing sales transactions. THIS INCLUDES LISTING PICTURES AND 3D TOUR FOR 6 MONTHS, after 6 months \$10 per month to keep the 3D active and Transaction fee when represent the buyer is \$399

Transaction fee is due in ALL transactions, including personal transactions and referrals' commissions.

All residential transactions over \$3,000,000 (mil) will be subject to an E&O fee of an additional \$395.

If Agent is terminated, resigns, or gives notice of the intent to terminate this agreement, and has a contract in process of closing, then split changes to 50/50. The purpose is to retain Agents.

Agent may recruit new Agents for the Company. Agent will earn \$100 per each transaction that the Company receives from the referred Agent.

Mentor Programs

Broker Assistance: If an Agent has limited or no experience, Broker is willing to assist.

Broker can talk to the client/write the contract/handle all the objections/coordinate with Title company, etc.

Photography / 3D Tours and Drone pictures.

All the sale listings have included the 3D tour, the pictures and the aerial pictures if is necessary, listings belong to the agents and the broker will release the listings after the \$200 fee is paid. For the XPN Realty Broker the listings belong to the agents.



Having a 3D immersive tour give the agent an advantage over the other agent and a listing presentation tool.

Personal Transactions

Agents are not exempt from paying Company for any commissions due, Broker transaction fees, or E&O Insurance for personal transactions. However, Agent may receive a credit for their commission at closing, with prior authorization from Company.

Referral Policy

External Referral Policy

Brokerage referrals between two or more Brokerages must be in writing. These referrals require Agent or Broker signature. Referral transactions pay the same Broker's transaction fee.

Internal Referrals

Internal referrals between Agents within Company are negotiable between Agents.

Referrals must be notified to the Company in writing upon acceptance of referral with written terms to be kept on record.

Company Generated Referrals

Company may and does generate customers through lead generation programs and other forms of advertising and marketing. Agents who request can be assigned leads. Agent is not required to take Company leads. Company generated referrals are given free of charge, however, Company reserves the right to negotiate the commission percentage with Agent prior to assigning a Company generated lead.

Problem Resolution Protocol

Resolution for states other than Florida will be amended to attached document, "Problem Resolution Protocol Addendum", and will outline state specific resolution information.

Florida Association of Realtors (FAR)

Florida Association of Realtors (FAR) Legal Hotline. The Agents' Board dues support a team of highly skilled Attorneys who are available every business day. These Attorneys can be reached either by phone at 407-438-1409 or fax 407-438-1411. Please allow two (2) business days for a response when faxing a question.

www.Floridarealtors.org This website is hosted by the Florida Association of Realtors (FAR), and provides professional resources, articles, alerts and legal information. The Legal Directory and online Legal Support include a directory of guidance covering a wide range of important real estate questions and issues. This is supplemented by frequently asked questions (FAQ's) and concerns.



Board of Realtors

Associations and Boards of Realtors exist to support and assist Agents. As professionals, Agents are expected to remain current with their Board's MLS policies, regulations and fees. Boards are also an excellent resource offering professional seminars and workshops. The Board of Realtors will provide technical support for MLS issues. All Agents of Company are required to be Board members of a Broker approved Board in their respective territory

Communications

Email

All agents have a need for email communications; however, our agents are required to email all transaction-related notifications to the broker email Alan@xpnrealty.com

Direct Contact

For situations that are urgent, please contact Broker by via text message or telephone.

Alain Alcala 9546128454

Website www.XPNRealty.com

We are constantly improving our new Agent portal to give you easier access to information and training.

Yard Sign Procedures

Company will not provide yard signs. All Agents are independent contractors and are responsible for their own business expenses including: yard sign purchase, installation, removal, and any repair costs. The Company maintains relationships with sign installation companies you may use. Each Agent is responsible to order yard signage directly from the sign installation company, and is responsible to provide them with the Agents' sign. See the Agent web portal for sign company and other references.

Advertisements - Code of Ethics

Company Agents will abide by the Standards of Practice of the Code of Ethics, (Article 12) regarding all advertisement as follows:

- SP 12-5: "Make sure all your advertisements of listed property include the name of your firm. This Standard actually was amended in 2016 to emphasize the importance of disclosing the name of your firm in a "reasonable and readily apparent manner," even in this digital marketing age of short "tweets" and text messages. The Standard now reads:



REALTORS® shall not advertise nor permit any person employed by or affiliated with them to advertise real estate services or listed property in any medium (e.g., electronically, print, radio, television, etc.) without disclosing the name of that REALTOR®'s firm in a reasonable and readily apparent manner either in the advertisement or in electronic advertising via a link to a display with all required disclosures. (Adopted 11/86, Amended 1/16)".

- "SP 12-6: When advertising unlisted property in which you have any ownership interest, the advertisement must disclose the interest and the existence of Board membership or real estate licensure".
- SP 12-7: "You only have the right to advertise that you "sold" a property if you acted as the listing or selling broker, and only upon acceptance of a purchase offer by the seller. That said, if you're acting as the buyer broker, then you can post a "sold" sign prior to closing with the consent of the listing broker".

****For further reference please refer to the National Association Code of Ethics.**

E&O Claims

Company maintains errors and omissions insurance for the purpose of defending both the Company and the Agent. However, the Agent is also responsible to defend any legal, administrative, state, federal, or agency actions brought against Company with regards to any real estate transactions that the Agent was involved.

For E&O insurance claims, Agent will be responsible to pay any deductible. (\$2500 per occurrence)

When Attorney fees are incurred by the Company as a direct result of Agent's implicating the Company in legal battles, Agent will be responsible for ALL legal fees incurred by XPN as a result of Agent's activities and/or actions. Agent will reimburse Company immediately.

Agent is liable and responsible even if the expense is incurred by XPN Realty after the Agent left the Company. Agent shall indemnify Company immediately.

Commission Disputes/Arbitration/Non-E&O Claims

Agent will be fully responsible for any legal and filing fees. IF Agent is involved with an Arbitration or Commission Dispute, Company will automatically be entitled to a 50/50 split on that transaction which it is disputed.

Professional Association (PA) Designation

All PA's are provided IRS Form 1099 from Company.



Company Holidays

Company has defined Corporate Holidays where all offices will be closed.

Those Holidays are as follows:

Memorial Day
Independence Day
Labor Day
Thanksgiving
Day after Thanksgiving
Christmas
New Year's Day

Confidentiality

All Company information is considered proprietary and strictly confidential and should not be duplicated for the purpose of distribution to third parties.

Agents are required to notify the Company before they transfer to another company.

Agent agrees to periodically check Company's Support Portal to be up-to-date with any pertinent changes made to the Policy Manual. Agent agrees to adhere to any changes and updates to the Policy Manual.

In the event of a dispute initiated by the Agent against the Broker, and pursuant to Clause 8 of the Independent Contractor Agreement between the Broker and the Associate, the Associate shall be solely responsible for all costs associated with the arbitration process. Under no circumstances shall the Broker bear any financial responsibility related to such arbitration. The Associate acknowledges and agrees to this provision.

Agent's Signature.

**Alain Alcala Real Estate Broker
XPN Realty & STX Realty**

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.