



LIBERTY ONE REALTY

POLICIES & PROCEDURES MANUAL

Florida Brokerage Operations & Compliance

Version	1.0
Effective / Review Date	September 24, 2026
Applies To	Liberty One Realty, LLC Florida licensees, leaders, teams, staff, and approved assistants

INTERNAL BROKERAGE POLICY

This manual is intended to establish brokerage operating standards and compliance procedures. It should be reviewed by the Designated Broker and Florida real estate counsel before formal adoption or material amendment. It is not legal, tax, or accounting advice to any client, customer, agent, or third party.

Manual Administration and Hierarchy

This Manual is adopted by Liberty One Realty, LLC ("Liberty One" or the "Brokerage") as an internal operating and compliance standard for Florida real estate brokerage activities. It is incorporated by reference into agent and leadership agreements when those agreements state that Brokerage policies apply.

If this Manual conflicts with Florida or federal law, a nonwaivable regulatory requirement, or a later written directive of the Designated Broker issued to satisfy a legal obligation, the controlling legal requirement or broker directive governs. If this Manual conflicts with a signed economic term in an agent or leadership agreement, the signed agreement controls unless the policy is required by law.

Broker Authority

The Designated / Qualifying Broker retains final authority over licensing, supervision, brokerage relationships, contracts, escrow, advertising, transaction compliance, agent discipline, and any issue Florida law reserves to the broker. No Team Leader, Area Director, Regional Vice President, mentor, agent, assistant, or staff member may override the Broker on a compliance matter.

Liberty One may revise operational procedures prospectively. Changes to fixed commission percentages, leadership override percentages, or other contractual economic terms require the form of written amendment or acceptance required by the applicable agreement.

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Quick Compliance Rules - Read First

- All licensed activity must be conducted through Liberty One while the agent is registered with Liberty One as employer. No side brokerage activity or direct collection of brokerage compensation is permitted.
- New agent mentorship is mandatory when either the agent has been Florida-licensed for less than 36 months OR the agent has fewer than 25 closed purchase/sale transaction sides. Rental and lease transactions do not count toward the 25-side requirement.
- Executed transaction documents must be uploaded to the Brokerage-approved transaction system within 48 hours of execution or receipt, and sooner whenever law, contract, MLS rule, or broker instruction requires.
- A sales associate receiving a deposit or entrusted item must deliver it to the Broker/employer no later than the end of the next business day, unless an approved direct-delivery method is used.
- No agent may give legal or tax advice, draft custom legal language beyond approved forms without broker/attorney direction, or provide a title opinion.
- All advertising must be truthful, non-misleading, identify Liberty One Realty as required, and comply with company brand/approval rules.
- No discrimination, steering, redlining, discriminatory advertising, harassment, retaliation, or use of protected characteristics to limit housing opportunities.
- No commission fixing, group boycotts, competitor fee discussions, or filtering properties based on compensation. Brokerage compensation is negotiable and not set by law.
- No referral fee, gift, thing of value, or mortgage-related compensation may be paid or accepted in violation of RESPA or licensing law. Mortgage compensation requires separate legal eligibility and services actually performed.
- Never transmit or change wire instructions without an approved verification protocol. Report suspected wire fraud, data breach, escrow issue, threat, discrimination complaint, licensing issue, or regulator contact immediately to the Broker.
- Leadership titles do not create broker authority. Direct downline headcount, company coding, and written Brokerage approval control leadership status and compensation.
- When in doubt, stop and escalate to the Designated Broker before acting.

1. Purpose, Scope & Core Compliance Standard

1.1 Purpose

Liberty One will participate in real estate activity only when the activity is lawful, honest, fair, professionally responsible, and consistent with the Brokerage's duties to consumers. Agents are expected to protect the public, the client, the Brokerage, and the integrity of the transaction even when doing so may reduce or delay compensation.

1.2 Who Must Follow This Manual

This Manual applies to Florida-licensed sales associates and broker associates affiliated with Liberty One, leaders at every level, team members, mentors, licensed and unlicensed assistants, transaction coordinators, and employees or contractors acting on behalf of the Brokerage to the extent relevant to their duties.

1.3 Standard of Conduct

- Comply with Chapter 475, Florida Statutes; Florida Real Estate Commission rules; federal law; applicable local ordinances; MLS and association rules; signed client agreements; and lawful Broker instructions.
- Deal honestly and fairly with all parties and promptly disclose material facts when legally required.
- Protect confidential information and use reasonable skill, care, and diligence.
- Present offers and counteroffers as required and do not interfere with another party's lawful representation.
- Promptly report errors rather than attempting to conceal, backdate, reconstruct, or alter records.

Compliance anchors: *Florida Statutes Chapter 475, including sections 475.25, 475.42, and 475.278; applicable FREC rules.*

2. Licensure, Broker Supervision & Authority

2.1 Active License Required

No person may perform activities requiring a Florida real estate license unless the person holds a valid, current, active license and is properly registered with Liberty One when acting for the Brokerage. Each licensee is responsible for timely renewal, continuing education, accurate DBPR contact information, and immediate notice to Liberty One of any license expiration, suspension, restriction, complaint, investigation, or disciplinary action.

2.2 Brokerage-Only Activity

A Liberty One sales associate may not operate as a broker or perform licensed services for another employer while registered with Liberty One. All listings, buyer agreements, referrals, commissions, transaction fees, and other brokerage activity must be conducted in the name of and through Liberty One unless the Designated Broker gives written approval and the arrangement is lawful.

2.3 No Authority to Bind the Brokerage

Agents and leaders may not bind Liberty One to vendor contracts, office leases, master referral agreements, marketing-service agreements, confidentiality agreements, settlements, rebates, guarantees, employment arrangements, financing commitments, or other obligations unless specifically authorized in writing by the Designated Broker or an authorized officer.

2.4 Branch Offices and Public-Facing Locations

No agent or leader may establish or advertise a Liberty One office, branch location, storefront, or permanent business location without prior written approval. Any location that must be registered as a branch office will be handled by the Brokerage. Personal workspaces may not be marketed in a manner that creates the impression of an unregistered brokerage office.

Compliance anchors: *Fla. Stat. sections 475.22, 475.24, 475.42; Liberty One independent contractor agreements.*

3. Independent Contractor & Agent Responsibilities

Agents are independent contractors for tax and business-expense purposes except to the extent the Brokerage must supervise licensed real estate activity. Independent contractor status does not reduce the Broker's legal supervision authority or an agent's obligation to follow this Manual.

- Maintain a completed Form W-9 and any company onboarding documents.
- Maintain professional contact information and promptly update the Brokerage of changes.
- Pay personal business expenses unless Liberty One agrees otherwise in writing, including licensing, MLS, association, eKey/lockbox, transportation, telephone, internet, marketing, photography, signs, and professional services.
- Maintain any insurance required by law, MLS/association rules, the Brokerage, or the Brokerage's E&O carrier.
- Immediately report any actual or threatened claim, demand letter, subpoena, lawsuit, DBPR/FREC contact, ethics complaint, fair-housing complaint, or E&O circumstance to the Broker.
- Do not admit liability, settle a claim, promise reimbursement, or alter transaction records without Broker approval.

Compliance anchors: *Liberty One Realty Florida Agent Independent Contractor Agreement; Fla. Stat. Chapter 475.*

4. New Agent Mentorship Program

Mandatory Liberty One Rule

Mentorship is required for any agent who (A) has been licensed by the State of Florida for less than 36 months, OR (B) has closed fewer than 25 real estate purchase/sale transaction sides. Rental and lease contracts do not count toward the 25-side requirement.

4.1 When Mentorship Applies

Because either condition independently triggers mentorship, an agent remains subject to the mentorship program until the agent has satisfied BOTH of the following: (1) at least 36 months of Florida real estate licensure, and (2) at least 25 verified closed purchase/sale transaction sides.

4.2 Definition of a Closed Transaction Side

A "closed transaction side" is one completed purchase or sale side in which the agent personally served as the assigned licensee for the buyer side or seller side and the transaction closed. A lawful transaction in which the agent personally handles both sides may be credited as two sides if permitted by Florida law, properly documented, and approved by the Broker for mentorship-count purposes. Rentals, tenant placements, lease-only transactions, referral-only files, canceled contracts, expired listings, and transactions that do not close are excluded.

4.3 Verification of Prior Production

Prior brokerage production may count if the agent provides documentation reasonably acceptable to Liberty One, such as an MLS production report, closing report, prior broker verification, settlement statement, or other reliable record. Liberty One's determination of qualifying sides for mentorship classification is final unless corrected for documented error.

4.4 Mentor Assignment and Eligibility

The Brokerage assigns or approves the mentor. Mentors should ordinarily have sufficient Florida experience and production to satisfy the same 36-month and 25-side thresholds, but the Designated Broker may approve another qualified mentor. A Team Leader or other leader may serve as mentor only when approved and only within the scope authorized by the Broker.

4.5 Required Mentorship Oversight

- Review the agency/brokerage relationship and required buyer or seller agreement before the agent establishes a representation relationship.
- Review listing strategy, material disclosures, pricing/comparative market analysis process, and advertising before publication when the agent is on the listing side.
- Review material offer terms before or promptly after submission as directed by the Broker, and review the fully executed contract promptly after execution.
- Assist the mentee with deadlines, inspections, financing/appraisal contingencies, repair negotiations, title/closing coordination, and required disclosures without practicing law.
- Review the final transaction file for completeness before commission processing or closing when the Brokerage requires it.
- Ensure the mentee escalates unusual legal, escrow, fair-housing, title, financing, compensation, or contract issues to the Broker.

4.6 Mentor Limits

Mentors do not acquire broker authority. A mentor may not approve unlawful advertising, waive Brokerage fees, direct escrow contrary to Broker policy, authorize commission payments, issue legal opinions, or make final compliance determinations unless the mentor is also the Designated Broker acting in that capacity.

4.7 Release from Mentorship

Meeting the numeric thresholds does not automatically remove the mentorship designation from company records. The Brokerage will verify licensure duration and production and document release from mentorship. The Broker may extend or reimpose heightened supervision when reasonably necessary because of compliance history, inactivity, unfamiliar transaction type, or risk to the public or Brokerage.

4.8 Mentor Compensation

Any mentor fee, commission share, or other compensation must be stated in a separate Brokerage-approved written mentorship agreement or compensation schedule. No mentor may collect compensation directly from the mentee or client outside Liberty One.

5. Leadership Program & Direct Downline Classification

5.1 Leadership Levels

Leadership Level	Directly Coded Agents (excluding leader)	Current Standard Role
Team Leader (TL)	1-10	Build and support a developing team; onboarding, training, accountability, and business development.
Area Director (AD)	11-50	Lead a larger direct organization; support recruiting, retention, training, and operational consistency.
Regional Vice President (RVP)	51 or more	Lead a large regional/direct organization; develop leaders and support Brokerage growth and compliance.

5.2 Direct Downline Defined

For leadership classification, only active real estate agents other than the leader who are officially coded directly to that leader in Liberty One's records count toward the applicable threshold. Indirect agents in a subordinate leader's organization do not count as direct downline for title-threshold purposes unless Liberty One's written leadership program expressly provides otherwise.

5.3 Promotion and Reclassification

Reaching a headcount threshold makes the leader eligible for the corresponding classification; it does not automatically amend compensation or create authority. A promotion or reclassification is effective only after Liberty One confirms the official coding and approves the applicable leadership agreement or amendment in writing. If direct headcount later changes, Liberty One may review the leader's classification under the current leadership program.

5.4 Leadership Responsibilities

- Use only Brokerage-approved recruiting claims, compensation descriptions, and marketing materials.
- Never guarantee income, production, leads, closings, loan approvals, or future compensation.
- Support agent onboarding, training, business planning, systems use, and professional accountability.
- Promote compliance and immediately escalate legal, licensing, escrow, advertising, contract, compensation, fair-housing, or complaint issues to the Broker.
- Maintain professional contact with directly coded agents and support retention without coercion, misrepresentation, or improper pressure.
- Protect nonpublic company, agent, client, transaction, and compensation information.

5.5 Current Leadership Compensation Framework

Level	Collected \$79 Dues	Collected \$500 Qualifying Fee	Eligible Mortgage Compensation*
Team Leader	25%	25%	15 bps
Area Director	35%	35%	20 bps
Regional Vice President	45%	45%	25 bps

*Mortgage compensation is not paid merely for a referral. It is available only if the leader is separately and lawfully eligible under mortgage licensing/authorization requirements, has the required Liberty One Home Loans agreement, and performs compensable services actually required for payment.

5.6 Upline Difference Rule

Where an agent is within a nested leadership structure, the higher-level leader receives only the difference between the higher level's applicable override and the lower level's applicable override for the same revenue stream, so the cumulative override does not exceed the highest applicable level. Example: where a TL (25%) is under an AD (35%) and RVP (45%), the AD difference is 10 percentage points and the RVP difference above the AD is 10 percentage points, subject to official coding and executed agreements. Eligible mortgage overrides follow the same difference concept where the applicable agreements so provide.

5.7 Team-Agent Commission Plan Difference

A leader authorized by a written leadership agreement may select a team agent's Brokerage-approved commission plan. When the direct leader is treated as a 100% agent for override purposes and the team agent signs a lower percentage plan, the designated leader may earn the difference between 100% and the agent's written plan on qualifying commission income, subject to collection, closing, official coding, and the executed agreements. No oral split change is effective.

5.8 No Broker Authority

Critical

Leadership status is a compensation and team-development classification. It does not make the leader the Designated Broker, managing broker, escrow agent, compliance officer, or legal representative of Liberty One.

Compliance anchors: *Liberty One TL, AD, and RVP Agreements; Fla. Stat. Chapter 475.*

6. Compensation, Fees & Payment Rules

6.1 Standard Agent Economics

Item	Liberty One Standard
Eligible residential sale commission	100% to the agent, subject to signed agreement, outside referrals, lawful deductions, chargebacks, and file completion.
Commercial transactions	80% agent / 20% Brokerage unless a different written schedule is approved.
Lease / rental transactions	80% agent / 20% Brokerage unless a different written schedule is approved.
Monthly agent dues	\$79 per month while affiliated, subject to the signed agreement.
Standard residential transaction fee	\$500 per side. It is typically charged to the client on the closing statement where permitted, agreed, and applicable. Payment responsibility is governed by the client agreement, transaction documents, and agent agreement.
Other incentives / marketing programs	Governed by the then-current written Liberty One program; not created or guaranteed by this Manual.

6.2 Client-Facing Fee Disclosure

An agent may not add the \$500 transaction fee or any other Brokerage/administrative fee to a closing statement unless the client has agreed to the charge in a signed agreement or other Brokerage-approved written disclosure and the charge is lawful for the transaction. Agents must not describe the fee as government-required, lender-required, title-required, MLS-required, or non-negotiable unless that description is true and documented.

6.3 All Compensation Through Brokerage

All commissions, referral fees, bonuses, incentives, and other compensation arising from real estate brokerage activity are payable to Liberty One first. Sales associates may not collect brokerage compensation directly from a consumer, cooperating broker, closing agent, vendor, title company, lender, or other person except with express Broker authorization and when lawful.

6.4 Commission Payment Conditions

Unless a signed agreement states otherwise, agent or leader compensation is processed after the transaction closes, Liberty One receives collected funds, the transaction file is substantially complete, and lawful deductions, offsets, referral obligations, or chargebacks are identified. The Brokerage may hold or delay internal commission processing when required documents are missing or a bona fide dispute, garnishment, claim, or compliance issue exists, consistent with the applicable agreements and law.

6.5 Referrals to Other Real Estate Brokers

Real estate referral agreements must be documented in writing and approved through the Brokerage. Liberty One will not pay an unlicensed person a fee for referring real estate business or for performing licensed brokerage services. Payments to properly licensed out-of-state brokers are permitted only when lawful and when the foreign broker does not perform prohibited Florida activity.

Compliance anchors: *Fla. Stat. sections 475.25(1)(h), 475.41, 475.42; Liberty One agent and leadership agreements.*

7. Brokerage Relationships & Client Duties

7.1 Florida Brokerage Relationships

Liberty One agents must use only brokerage relationships authorized by Florida law and Brokerage policy. Florida permits transaction brokerage and single agency, with designated sales associates available only in the limited situations permitted by statute. Florida does not permit disclosed or undisclosed dual agency.

7.2 Presumption and Required Disclosures

Agents must provide and retain required brokerage-relationship disclosures and obtain any consent required to transition from single agency to transaction brokerage. The Broker may require specific Brokerage-approved forms and timing even when the statute does not require a particular standalone disclosure for a transaction type.

7.3 Duties to Clients and Customers

- Deal honestly and fairly.
- Account for all funds.
- Use skill, care, and diligence.
- Disclose known facts materially affecting residential property value that are not readily observable when legally required.
- Present all offers and counteroffers in a timely manner unless directed otherwise in writing by the party.
- Protect confidentiality to the extent required by the brokerage relationship and law.
- Perform any additional duties expressly agreed in writing.

Compliance anchors: *Fla. Stat. sections 475.272-475.278.*

8. Buyer/Seller Agreements, Compensation & MLS Practices

8.1 Written Agreements

Agents must use current Brokerage-approved listing agreements, buyer brokerage agreements, and related disclosures. When Liberty One or the agent is subject to an MLS or REALTOR association rule requiring a written buyer agreement before touring, the written agreement must be executed before the agent tours property with the buyer, subject to recognized exceptions such as a consumer independently attending an open house.

8.2 Negotiability of Compensation

Agents must clearly communicate that broker compensation is not set by law and is negotiable. An agent may not represent that a particular commission rate, buyer-broker fee, listing fee, or transaction fee is standard, required, fixed, or mandated by an MLS, association, or government unless the statement is accurate.

8.3 MLS Compensation Restrictions

Where NAR MLS rules apply, offers of compensation may not be placed in the MLS or in an MLS-created or MLS-supported compensation platform. Seller authorization for any payment to a buyer representative must be documented as required. Agents may negotiate lawful compensation outside the MLS, but must comply with the client agreement and Brokerage policy.

8.4 No Compensation-Based Steering

Buyer agents may not withhold, filter, rank, discourage, or refuse to show available properties because of the amount or existence of compensation offered to the buyer's broker or representative. Property recommendations must be based on the client's lawful criteria and interests.

Compliance anchors: *NAR MLS Policy Statements 8.11-8.13 (when applicable); applicable local MLS rules; antitrust law.*

9. Transaction Files, Submission Deadlines & Record Retention

9.1 48-Hour Submission Rule

Liberty One Standard

All signed transaction documents, listing documents, buyer agreements, disclosures, amendments, compensation agreements, and other material transaction records must be uploaded to the Brokerage-approved transaction system within 48 hours after execution or receipt, or sooner when a contract, law, MLS rule, or Broker instruction requires.

9.2 Client Copies

A client or customer who signs a document must receive a copy promptly. Electronic delivery is acceptable when legally permitted and should be documented in the file.

9.3 Complete File Required

A completed transaction file must contain the documents necessary for the Brokerage to reconstruct the transaction and demonstrate compliance, including all versions that materially changed the parties' obligations, required disclosures, escrow/deposit evidence, compensation documentation, and the final settlement/closing statement when applicable.

9.4 Record Retention

Liberty One will preserve required brokerage records for at least five years from the triggering event specified by Florida law, and longer when litigation or another legal hold requires. Agents must not destroy, delete, alter, or remove records subject to Brokerage retention requirements or a legal hold.

9.5 Communications as Records

Material texts, emails, direct messages, notes, and other communications concerning offers, counteroffers, disclosures, compensation, deadlines, inspections, repairs, disputes, or client instructions should be retained or uploaded when they are necessary to document the transaction.

Compliance anchors: *Fla. Stat. section 475.5015; industry benchmark: major national brokerages commonly impose prompt electronic file-submission deadlines.*

10. Escrow, Deposits & Client Funds

10.1 No Personal Possession or Accounts

An agent must never deposit client/customer funds into a personal, team, or business account. No leader or agent may create or control a Brokerage escrow account unless specifically authorized by the Designated Broker and legally permitted.

10.2 Sales Associate Delivery Deadline

A sales associate who receives a deposit or other entrusted item must deliver it to the registered employer no later than the end of the next business day after receipt, unless the item is delivered directly to an authorized escrow holder using a Brokerage-approved method permitted by law. The agent must obtain and retain proof of delivery.

10.3 Contract Deposit Deadlines

Agents must separately track the contractual deposit due date. The statutory deadline for the agent to deliver a received deposit to the employer does not extend a contract deadline for the buyer to make a deposit or the broker/escrow holder to deposit funds.

10.4 Disputes and Disbursement

Agents may not direct an escrow holder to release disputed funds except through an authorized written instruction or process approved by the Broker and permitted by the contract and law. Any escrow dispute, bounced deposit, missing deposit, late deposit, or conflicting demand must be reported immediately to the Broker.

10.5 Serious Violation

Immediate Escalation

Improper handling of escrow or entrusted funds is a serious compliance event and may result in immediate suspension of transaction authority, investigation, termination, reporting to regulators, and other action required by law.

Compliance anchors: *Fla. Admin. Code R. 61J2-14.009 and 61J2-14.010; Fla. Stat. sections 475.25 and 475.42.*

11. Contracts, Forms & Legal/Tax Advice

11.1 Approved Forms Only

Agents must use forms approved by Liberty One, applicable REALTOR/Bar or association forms, or forms prepared by an attorney for the party. Agents may fill in blanks and negotiate business terms within the scope of their license, but may not draft legal instruments or custom legal provisions in a manner that constitutes the unlicensed practice of law.

11.2 Attorney Review and Special Terms

When a transaction requires unusual special clauses, complex seller financing, lease-option terms, assignment/wholesale structures, trusts, probate, guardianship, powers of attorney, entity authority, litigation, title defects, or other legal issues, the agent must escalate to the Broker and recommend appropriate attorney review.

11.3 No Tax, Legal, Engineering, Environmental, or Appraisal Advice

Agents may provide factual information within their competence but must not hold themselves out as attorneys, CPAs, engineers, inspectors, environmental professionals, or appraisers. Comparative market analyses and broker price opinions must be clearly distinguished from appraisals when applicable.

11.4 Title

Agents must not render an independent opinion that title is good or marketable. Clients should be encouraged to obtain title insurance and/or legal advice appropriate to the transaction.

Compliance anchors: *Fla. Stat. section 475.25; applicable Florida Bar and FREC requirements.*

12. Advertising, Branding, Teams & Social Media

12.1 Truthful and Non-Misleading

All advertising must be accurate, supportable, and not fraudulent, false, deceptive, or misleading. This applies to websites, social media, signs, flyers, email, text, video, testimonials, lead forms, paid ads, listing descriptions, recruiting materials, AI-generated content, and oral promotional claims.

12.2 Brokerage Identification

Advertising must identify Liberty One Realty as required by Florida law and FREC rule. The agent's personal name and any team/group name must be used consistently with licensing and Brokerage records. A team name, domain, logo, or slogan may not create the impression that the team is a separate brokerage.

12.3 Preapproval

The Broker may require preapproval of advertising and may order immediate correction or removal. New team names, major recruiting campaigns, compensation claims, guarantees, lender/financing claims, and advertisements involving legal or regulatory disclosures require Brokerage approval before publication.

12.4 Listing Media and Virtual Staging

- Do not materially alter photos or videos to conceal defects, change permanent property characteristics, or create a misleading impression.
- Virtual staging should be identified when necessary to prevent deception; agents should retain the original image and follow MLS rules.
- Do not use images, floor plans, drone footage, or copyrighted material without permission or a lawful license.
- Drone activity must comply with applicable FAA rules and property/privacy restrictions.

12.5 Testimonials and Reviews

Testimonials must be genuine and not materially misleading. Agents may not create fake reviews, impersonate customers, suppress material conditions attached to incentives, or use AI to fabricate endorsements.

Compliance anchors: *Fla. Admin. Code R. 61J2-10.025; Fla. Stat. section 475.25(1)(c); FTC truth-in-advertising principles; applicable MLS rules.*

13. Fair Housing, Anti-Discrimination & Accessibility

13.1 Zero-Tolerance Standard

Liberty One prohibits discrimination in housing-related services, advertising, showing, negotiation, availability, terms, or treatment on any basis protected by federal, Florida, or applicable local law. Agents must also comply with any additional protected categories imposed by applicable REALTOR or MLS ethics rules.

13.2 Steering and Neighborhood Information

Agents must not direct consumers toward or away from neighborhoods, schools, communities, or properties because of a protected characteristic or because the agent assumes a consumer's preferences based on such a characteristic. If a consumer requests crime, school, demographic, or similar neighborhood information, the agent should provide neutral, objective third-party sources and offer the same type of assistance consistently to similarly situated consumers. Personal opinions about whether an area is "good," "safe," "family-friendly," or appropriate for a particular type of person should be avoided when they could imply discriminatory steering.

13.3 Reasonable Accommodations and Modifications

Requests relating to disability accommodations, service/assistance animals, accessibility, or reasonable modifications must be handled promptly, respectfully, and without unauthorized demands for medical information. Unusual requests should be escalated to the Broker or property owner/manager as appropriate.

13.4 Advertising

Advertising may not express a preference, limitation, or discrimination based on protected status. Agents must review targeting criteria used by online advertising platforms and avoid audience settings that unlawfully restrict housing opportunities.

Compliance anchors: *Federal Fair Housing Act; Fla. Stat. section 760.23; HUD fair-housing guidance, including April 24, 2026 guidance on crime/school information.*

14. Antitrust & Competitive Conduct

14.1 Independent Pricing

Liberty One independently establishes its compensation models and agents negotiate compensation with clients within Brokerage-approved structures. No agent or leader may agree with a competing broker or agent to fix commissions, fees, splits, service levels, marketing practices, or other competitive terms.

14.2 Prohibited Competitor Discussions

- Do not discuss future commission rates, fee increases, commission floors, or coordinated pricing with competitors.
- Do not agree to boycott, avoid, punish, or refuse to cooperate with a brokerage, vendor, portal, lender, title company, or agent because of pricing or competitive conduct.
- Do not condition cooperation on another brokerage using a particular commission or compensation structure.
- Do not use MLS access, showing availability, or client recommendations to enforce industry pricing norms.

14.3 Transaction-Specific Communications

Agents may communicate transaction-specific compensation terms when lawful and necessary to negotiate a particular transaction, but should avoid statements that imply industry-wide rates or coordinated practices.

Compliance anchors: *Sherman Act and other federal/state antitrust laws; NAR/MLS compensation rules where applicable.*

15. Mortgage, Title, Settlement Services, Vendors & RESPA

15.1 Consumer Choice

A consumer may choose the consumer's lender, title/closing provider, insurer, inspector, warranty company, and other settlement-service providers except where a lawful contract or lender requirement permits otherwise. Liberty One real estate services must not be conditioned on the consumer using Liberty One Home Loans or another provider.

15.2 No Payment for Mortgage Referrals

RESPA Rule

No Liberty One agent or leader is paid merely for referring mortgage settlement-service business. Any mortgage compensation requires separate legal eligibility, a separate agreement where required, and compensable services actually performed.

Liberty One may maintain a current mortgage compensation plan for agents who are separately licensed, sponsored, appointed, authorized, or otherwise legally eligible. If a standard qualifying agent plan provides 40 basis points, that compensation is payable only under the separate mortgage agreement and applicable law; it is not a real estate referral fee. Leadership mortgage compensation follows the applicable written leadership/mortgage agreements and licensing conditions.

15.3 Affiliated or Related Provider Disclosures

If Liberty One Realty has an affiliated business arrangement or other ownership/financial relationship with a settlement-service provider, the required written disclosure must be delivered at the time and in the form required by Regulation X, and the consumer may not be required to use the affiliated provider except as expressly permitted by law. The Brokerage will maintain the approved disclosure form; agents may not alter it.

15.4 Gifts, Marketing Services and Vendor Benefits

Agents may not accept cash, gift cards, free services, discounts, trips, meals, advertising, sponsorships, or other things of value when they are tied to or conditioned on settlement-service referrals. Any marketing-service agreement, co-marketing arrangement, desk rental, lead arrangement, or vendor sponsorship involving a settlement-service provider requires prior written Broker/compliance approval.

15.5 Vendor Recommendations

When recommending vendors, agents must disclose any material financial or familial interest. Where practical, provide consumers meaningful choice rather than implying that one vendor is required. Agents must not guarantee vendor performance or misrepresent that a provider has been vetted beyond the Brokerage's actual process.

Compliance anchors: RESPA Section 8, 12 U.S.C. 2607; Regulation X, 12 C.F.R. sections 1024.14 and 1024.15; CFPB RESPA FAQs.

16. Agent-Owned Property, Personal Transactions & Conflicts

16.1 Written Disclosure of Interest

An agent who buys, sells, leases, or otherwise acquires an interest in property for the agent, spouse, family member, trust, entity, or business controlled by the agent must disclose the agent's license status and ownership/financial interest in writing as required by law, contract, MLS rule, and Brokerage policy.

16.2 Brokerage File Required

Personal transactions involving licensed brokerage activity must be processed through Liberty One and maintained as a complete transaction file. The agent may not use personal ownership as a reason to bypass Brokerage supervision, required disclosures, or recordkeeping.

16.3 Enhanced Review

- Broker approval is required before marketing an agent-owned property through Liberty One if the circumstances create unusual risk, including flips, assignments, wholesaling structures, or material rehabilitation.
- Material defects and known facts must be disclosed as required; an agent-owner must not use professional knowledge to conceal or minimize known issues.
- A conflict of interest involving a vendor, lender, title company, inspector, contractor, or family member must be disclosed to the client and Broker.
- The Broker may require another Liberty One agent to handle or review a personal transaction when doing so reduces conflict risk.

Compliance anchors: Fla. Stat. Chapter 475; applicable MLS and REALTOR rules; national brokerage risk-management benchmarking.

17. Assistants, Transaction Coordinators & Unlicensed Personnel

17.1 Broker Approval and Access

Agents must obtain Brokerage approval before giving an assistant, transaction coordinator, vendor, or third party access to Liberty One systems, transaction files, client data, or internal credentials. Shared passwords are prohibited.

17.2 Unlicensed Personnel - Permitted Support

- Administrative filing and document organization.
- Entering or updating MLS information at the direction and approval of a licensee when permitted by the MLS.
- Scheduling appointments for a licensee, ordering approved inspections/surveys/warranties, and obtaining public records.
- Preparing advertising, flyers, or correspondence for approval by the licensee and Broker.
- Assembling closing documents and obtaining transaction status information without negotiating or advising.
- Typing contract information at the direction of a licensee for the licensee's review and approval.

17.3 Unlicensed Personnel - Prohibited Activities

- Soliciting buyers or sellers for licensed brokerage services.
- Hosting an open house or showing property in a manner that requires a license.
- Explaining, interpreting, recommending, or negotiating contract terms.
- Meeting with owners to obtain or renew listings.
- Presenting or negotiating offers or counteroffers.
- Providing real estate advice or recommendations to consumers.
- Receiving transaction-based compensation, commission, referral fees, or payment conditioned on a closing.
- Holding themselves out as an agent or performing any activity requiring licensure.

17.4 Licensed Assistants

A licensed assistant performing licensed activity for Liberty One must be properly affiliated with Liberty One and is subject to the same policies, supervision, transaction-file requirements, and advertising rules as other agents.

Compliance anchors: *FREC guidance: Permissible Activities of an Unlicensed Assistant; Fla. Stat. sections 475.01, 475.25, and 475.42.*

18. Privacy, Cybersecurity, Wire Fraud & Artificial Intelligence

18.1 Minimum Data-Security Standard

- Use unique strong passwords and multi-factor authentication where available.
- Do not share passwords or leave systems signed in on shared/public devices.
- Keep devices updated and protected by current security software and screen locks.
- Store transaction records only in Brokerage-approved or reasonably secure systems.
- Do not send Social Security numbers, bank credentials, driver-license images, or other sensitive data through unencrypted or unapproved channels when a safer method is available.
- Immediately report lost devices, compromised accounts, phishing, ransomware, accidental disclosure, or suspected data breach.

18.2 Florida Data Breach Compliance

Because Liberty One may acquire, store, or use personal information, any suspected unauthorized access to protected information must be reported immediately to the Broker or designated security contact. Agents may not independently decide whether consumer or government notification is legally required; Liberty One will coordinate that determination.

18.3 Wire Fraud

- Never trust a last-minute change to wiring instructions solely because it arrives by email or text.
- Verify wiring instructions using a known, independently obtained telephone number for the title company, attorney, lender, or closing agent.
- Do not forward consumer wire instructions unless authorized and necessary; never edit bank-routing or account information.
- Warn clients early in the transaction about wire fraud and document the warning when required by Brokerage procedure.
- If fraud is suspected, contact the Broker and closing provider immediately and follow law-enforcement/bank escalation instructions.

18.4 Artificial Intelligence

- AI output must be reviewed by the agent before use; the agent remains responsible for accuracy, fair housing, advertising, contract, and disclosure compliance.
- Do not upload highly sensitive consumer information to an AI tool unless the Brokerage has approved the tool and the use.
- Do not use AI to fabricate reviews, impersonate people, generate deepfakes, falsify documents, conceal property defects, or create misleading property depictions.
- Do not rely on AI for legal advice, contract interpretation, fair-housing decisions, mortgage qualification, or other high-impact determinations without qualified human review.
- AI-generated listing descriptions and marketing must be fact-checked against the property and Brokerage records.

Compliance anchors: Fla. Stat. section 501.171; applicable federal privacy/security law; industry cybersecurity and AI risk-management practices.

19. Prospecting, Telemarketing, Email & Lead Generation

19.1 Do-Not-Call and Calling Practices

Agents conducting telephone or text solicitation must follow federal and Florida do-not-call, consent, identification, calling-time, frequency, caller-ID, and recordkeeping requirements. Agents must maintain and honor Brokerage-specific do-not-contact requests and use the company-approved suppression process before mass outreach.

19.2 Email Marketing

Commercial email must comply with applicable CAN-SPAM requirements, including truthful header information and subject lines, required identification/address information, and a functioning opt-out process. Agents may not continue marketing to persons who have timely opted out.

19.3 Purchased Leads and Vendors

An agent who buys leads, uses a dialer, uses an AI calling/texting tool, or hires a lead-generation vendor is responsible for ensuring the method is approved by Liberty One and compliant with consent and do-not-call requirements. Vendor claims that data is "compliant" do not replace the agent's and Brokerage's obligations.

19.4 Door-to-Door Solicitation

Agents must obey posted no-solicitation notices, community rules, local ordinances, and Florida restrictions on commercial solicitation. Agents should not enter gated or private property without lawful permission.

Compliance anchors: *FTC Telemarketing Sales Rule and National Do Not Call Registry; Florida Statutes Chapter 501, including sections 501.059, 501.062, and applicable telemarketing provisions; CAN-SPAM Act.*

20. Commercial, Lease & Specialty Transactions

20.1 Compensation

Unless a different written plan is approved, commercial transactions and lease/rental transactions are paid at an 80% agent / 20% Brokerage split. Rental/lease transactions do not count toward the 25 closed purchase/sale sides required to exit the Liberty One new-agent mentorship program.

20.2 Experience and Broker Review

Commercial, business-opportunity, property-management, auction, wholesale/assignment, lease-option, short-sale, foreclosure, probate, guardianship, relocation, REO, new-construction, and other specialty transactions may involve rules or risks not addressed by standard residential forms. The Broker may require a mentor, co-agent, experienced leader, attorney, or specialized form set before the agent proceeds.

20.3 Commercial Liens and Agreements

Agents handling commercial sales or leasing must use written brokerage agreements appropriate to the transaction and must not record or threaten a commission lien except when expressly permitted by Florida law, the Brokerage, and the governing agreement.

Compliance anchors: *Fla. Stat. Chapter 475, Parts III and IV, and applicable commercial commission lien statutes.*

21. Professional Conduct, Harassment, Safety & Ethics

21.1 Professional Conduct

Agents and leaders must interact professionally with clients, customers, other agents, Brokerage staff, vendors, regulators, and the public. Threats, intimidation, abusive conduct, dishonesty, retaliation, harassment, or conduct materially harmful to consumer safety or Brokerage compliance are prohibited.

21.2 Harassment and Retaliation

Liberty One prohibits verbal, physical, sexual, discriminatory, or other unlawful harassment. Complaints will be taken seriously and reviewed promptly. Retaliation against a person who raises a good-faith concern, participates in an investigation, or reports suspected unlawful conduct is prohibited.

21.3 Impairment

An agent must not perform licensed duties while impaired by alcohol, illegal drugs, misused medication, or another condition that prevents safe and competent performance. If a party appears impaired while making material transaction decisions, the agent should pause the activity when reasonably necessary and contact the Broker for guidance.

21.4 Safety

- Use reasonable showing/open-house safety practices and avoid entering situations that appear dangerous.
- Do not transport consumers in a manner that violates law or insurance requirements.
- Report threats, stalking, violence, suspicious activity, or safety incidents to the Broker and law enforcement when appropriate.

Compliance anchors: *Applicable civil-rights/employment/anti-harassment law; Brokerage risk-management standards.*

22. Complaints, Investigations, Discipline & Mandatory Reporting

22.1 Mandatory Immediate Reports

- Escrow or deposit problem, missing money, returned deposit, or conflicting escrow demand.
- Threatened or filed lawsuit, demand letter, subpoena, regulatory inquiry, DBPR/FREC complaint, ethics complaint, or fair-housing complaint.
- Suspected fraud, forgery, identity theft, wire fraud, data breach, hacking, or document alteration.
- License suspension, expiration, restriction, criminal charge materially related to the agent's duties, or other event affecting lawful practice.
- Allegation of discrimination, harassment, retaliation, threats, or violence.
- Known material error in a contract, disclosure, advertising claim, settlement statement, commission instruction, or transaction file.

22.2 Investigation Process

The Broker or designee may collect documents, interview involved persons, suspend system or transaction authority, require corrective training, or contact counsel/insurers/regulators as appropriate. Agents must cooperate and must not destroy, alter, backdate, conceal, or fabricate records.

22.3 Corrective and Disciplinary Options

Depending on severity and history, Liberty One may use coaching, written warning, mandatory education, mentorship, enhanced file review, advertising preapproval, restricted transaction types, suspension of system access, reassignment of files, compensation adjustments permitted by contract, leadership demotion/reclassification, or termination. Serious misconduct may result in immediate action without progressive discipline.

22.4 Serious Misconduct Examples

- Misappropriation or improper handling of funds.
- Fraud, forgery, document falsification, intentional misrepresentation, or concealment.
- Unlicensed activity or paying unlicensed referral/commission compensation.
- Deliberate fair-housing discrimination or retaliation.
- Intentional RESPA kickback/referral-fee violations.
- Knowingly false or deceptive advertising after notice.
- Unauthorized disclosure or misuse of sensitive consumer data.
- Threats, violence, serious harassment, or obstruction of a Brokerage/regulatory investigation.

Compliance anchors: *Fla. Stat. sections 475.25 and 475.42; Liberty One agent and leadership agreements.*

23. Termination, Pending Transactions & Return of Property

23.1 Termination

Affiliation may be terminated in accordance with the applicable agent or leadership agreement. Liberty One may act immediately when needed to protect the public or Brokerage from licensing problems, fraud, escrow risk, unlawful conduct, serious policy violations, or material reputational/compliance risk.

23.2 Pending Transactions

Pending transactions remain subject to Brokerage control. The Broker may reassign a pending file, appoint another licensee, require additional supervision, or limit client contact when necessary to protect the parties and complete the transaction. Compensation on pending transactions is governed by the signed agent/leadership agreement and any applicable written schedule.

23.3 Return and Removal

Upon termination, the agent must promptly return Brokerage property, signs, keys, records, credentials, templates, confidential materials, and devices; remove or correct advertising and social profiles that imply current Liberty One affiliation; and stop using Liberty One trademarks and systems. Brokerage transaction records may not be taken, deleted, or altered.

24. Policy Administration, Exceptions & Amendments

24.1 Broker Interpretation

The Designated Broker interprets this Manual for Brokerage operations. If the Manual does not address a situation, agents must use professional judgment consistent with law and immediately seek Broker guidance when the issue could materially affect a client, contract, compensation, escrow, advertising, licensing, fair housing, or Brokerage liability.

24.2 Exceptions

An exception to a company policy must be approved by the Designated Broker or authorized officer in writing. No leader or mentor may create an exception by custom or oral promise. No exception may waive a nonwaivable legal requirement.

24.3 Amendments

Liberty One may amend this Manual prospectively upon notice. Agents are responsible for reviewing updates communicated through company systems, email, training, or revised policy acknowledgments. Economic changes remain subject to the signed agreements governing compensation and fees.

Appendix A - Mentorship Qualification & Transaction Checklist

Question	Yes / No	Documentation / Notes
Florida license active for at least 36 months?		
At least 25 verified closed purchase/sale sides?		
Rental/lease sides excluded from count?		
Prior production verified, if applicable?		
Broker has issued written release from mentorship?		

Qualification Rule

If either of the first two answers is NO, mentorship remains required. The agent must satisfy both the 36-month and 25-side requirements and receive Brokerage confirmation of release.

Per-Transaction Mentor Review

- ☐ Brokerage relationship / representation agreement confirmed.
- ☐ Required disclosures identified and delivered.
- ☐ Listing/offer terms reviewed for completeness and deadlines.
- ☐ Deposit/escrow instructions and deadlines confirmed.
- ☐ Inspection, appraisal, financing, title, and closing milestones reviewed.
- ☐ Advertising/listing content reviewed when required.
- ☐ Material issues escalated to Broker.
- ☐ Executed documents uploaded within 48 hours.
- ☐ Final settlement statement and compensation documents uploaded.
- ☐ File complete before commission processing when required.

Appendix B - Leadership Classification & Compensation Summary

Level	Direct Agents	Dues Override	Qualifying \$500 Fee	Eligible Mortgage*
Team Leader	1-10	25%	25%	15 bps
Area Director	11-50	35%	35%	20 bps
Regional Vice President	51+	45%	45%	25 bps

Direct-agent counts exclude the leader and are based on official Liberty One coding. Promotion/reclassification requires Brokerage confirmation and the applicable written leadership agreement. Higher-level override differences apply where the official hierarchy and executed agreements provide. Mortgage compensation requires separate legal eligibility and actual compensable services; no payment is made merely for a referral.

Leadership Compliance Certification

Leaders should periodically confirm that each directly coded agent is properly licensed, has a current Liberty One agreement, is correctly classified for mentorship, has current contact information, and is receiving required compliance communications. Leaders must escalate discrepancies; they may not independently alter licensing status or Brokerage records.

Appendix C - Minimum Transaction File Checklist

- ☐ Client representation/listing agreement and required brokerage-relationship disclosures.
- ☐ MLS input/printout and material listing changes (listing side).
- ☐ Seller property disclosure and other property-specific disclosures, if applicable.
- ☐ Offer, counteroffers, and fully executed purchase/lease contract.
- ☐ All addenda, amendments, extensions, cancellation/release documents.
- ☐ Deposit/escrow proof and notices required by contract or law.
- ☐ Inspection/repair agreements or material written instructions.
- ☐ Financing/preapproval documentation maintained to the extent appropriate and lawful.
- ☐ Appraisal-related amendments or material communications.
- ☐ Title/closing communications that materially affect the transaction.
- ☐ Compensation agreement, referral agreement, buyer-broker compensation documentation, and seller authorization where applicable.
- ☐ Final settlement statement / closing disclosure or equivalent closing accounting.
- ☐ Material client instructions and communications needed to reconstruct the transaction.
- ☐ Required affiliated-business, conflict, personal-interest, fair-housing, or other compliance disclosures.
- ☐ Commission disbursement authorization and internal closing/commission documents.

Appendix D - Advertising & Marketing Compliance Checklist

- ☐ Liberty One Realty brokerage identity appears as required.
- ☐ Agent name/team name matches licensed/company records.
- ☐ No false, deceptive, misleading, unverifiable, or guaranteed claim.
- ☐ Commission/fee claim is accurate, current, and not described as fixed by law.
- ☐ Fair-housing language and audience targeting are compliant.
- ☐ Property facts verified; material digital alteration/virtual staging not misleading.
- ☐ No unauthorized lender, mortgage, title, vendor, or financing claim.
- ☐ No copyrighted image/logo/content used without permission.
- ☐ Any testimonial/review is genuine and not materially misleading.
- ☐ Required broker preapproval obtained for team names, recruiting economics, guarantees, or unusual claims.
- ☐ Contact information and links are current.
- ☐ Content archived or reproducible if needed for a complaint or audit.

Appendix E - Mandatory Broker Escalation Matrix

Issue	Agent Action	Timing
Escrow/deposit problem	Stop independent action; preserve evidence; contact Broker/closing holder.	Immediately
Fair-housing/discrimination complaint	Do not argue or retaliate; preserve communications; notify Broker.	Immediately
Wire fraud / cyber breach	Call known closing/bank contacts and Broker; preserve headers/logs.	Immediately
Subpoena, lawsuit, DBPR/FREC contact	Do not respond substantively without Broker/counsel direction.	Same day
Contract/legal ambiguity	Pause advice/drafting; recommend attorney as appropriate; contact Broker.	Before action/deadline
Unusual fee/rebate/commission arrangement	Do not promise or document until approved.	Before agreement
Mortgage/title/vendor compensation offer	Do not accept or promise; send to Broker/compliance.	Before acceptance
Personal/agent-owned high-risk deal	Disclose interest and obtain review.	Before marketing/contract
AI-generated or altered media with material impact	Do not publish until verified and compliant.	Before publication
Threat/harassment/safety issue	Prioritize safety; contact law enforcement if appropriate and Broker.	Immediately

Appendix F - Agent Acknowledgment & Agreement

I acknowledge that I have received or been provided access to the Liberty One Realty, LLC Policies & Procedures Manual, Version 1.0 (September 24, 2026), and that I am responsible for reading and complying with it as applicable to my role.

I understand that this Manual supplements, but does not replace, my signed Independent Contractor Agreement, leadership agreement, mentorship agreement, compensation schedule, MLS/association obligations, or applicable law. I understand that the Designated Broker retains final compliance authority and that I must seek Broker guidance when I am uncertain how to proceed.

If I am subject to new-agent mentorship, I understand that mentorship remains required until I have BOTH at least 36 months of Florida licensure AND at least 25 verified closed purchase/sale transaction sides, excluding rentals/leases, and Liberty One confirms my release from mentorship.

I understand that policies may be amended prospectively and that I am responsible for reviewing updates communicated by Liberty One.

Agent / Leader Printed Name: _____

Florida License Number: _____

Signature: _____

Date: _____

Broker / Authorized Representative: _____

Date: _____

Appendix G - Primary Legal and Industry Reference Sources

This Manual was drafted by synthesizing Liberty One's existing agreements, current Florida/Federal requirements, and public brokerage risk-management practices. It does not reproduce another company's manual. The following are primary reference sources reviewed as of September 24, 2026.

Florida Law and Regulation

- Florida Statutes Chapter 475 - Real Estate Brokers, Sales Associates, Schools, and Appraisers - [source](#)
- Fla. Stat. 475.278 - Authorized brokerage relationships and disclosures - [source](#)
- Fla. Stat. 475.5015 - Brokerage business records (5-year retention baseline) - [source](#)
- Fla. Stat. 475.25 and 475.42 - Discipline, violations, compensation/fund handling - [source](#)
- Florida Administrative Code 61J2-10.025 - Advertising - [source](#)
- Florida Administrative Code 61J2-14.009 and 61J2-14.010 - Deposits and escrow - [source](#)
- Florida Statutes 760.23 - Fair housing - [source](#)
- Florida Statutes 501.171 - Security of confidential personal information - [source](#)
- FREC - Permissible Activities of an Unlicensed Assistant - [source](#)

Federal / Industry Compliance

- CFPB - Regulation X / RESPA Section 8, including 12 C.F.R. 1024.14 and 1024.15 - [source](#)
- CFPB - RESPA Frequently Asked Questions - [source](#)
- HUD - Fair Housing Act resources and April 24, 2026 crime/school-information guidance - [source](#)
- FTC - Telemarketing Sales Rule and National Do Not Call compliance guidance - [source](#)
- National Association of REALTORS - MLS Policy Statements 8.11, 8.12 and 8.13 (when applicable) - [source](#)

Public Brokerage Benchmarking Materials

- eXp Realty (USA) Policies and Procedures, August 2026 public SEC exhibit - reviewed for transaction-file controls, agent-owned property, affiliated services, data security, unlicensed assistants, harassment, and AI governance.
- Keller Williams Realty Policies & Guidelines Manual, February 2024 public copy - reviewed for manual administration, acknowledgment, and organizational policy structure.
- Real Broker Residential Independent Contractor Agreement / incorporated Policies and Procedures Manual references, March 2025 public materials - reviewed for policy incorporation and agent contract governance.

Liberty One Internal Source Documents

- Liberty One Realty Florida Agent Independent Contractor Agreement.
- Liberty One Realty Team Leader Agreement.
- Liberty One Realty Area Director Agreement.
- Liberty One Realty Regional Vice President Agreement.
- Current Liberty One compensation and website disclosure language supplied by management.

Legal Review Recommended

Real estate, fair-housing, telemarketing, privacy, MLS, and mortgage rules change. The Designated Broker and Florida counsel should review this Manual before formal adoption and periodically thereafter, especially after changes in Florida law, FREC rules, MLS policy, or Liberty One compensation programs.

LIBERTY ONE REALTY, LLC

Your home. Your business. Your liberty.