

# Policy & Procedures Manual

Last Revision

May , 2025



**Great Smoky Mountains Association of REALTORS**  
**Policy & Procedures**  
**Manual Updated April 2025**

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## **BEREAVEMENT DONATIONS**

Upon learning of the death of a primary or secondary member, Past President, or employee of the Association, the Association will make a One Hundred (\$100) Dollar contribution to the designated charity noted in the obituary, in the funeral arrangements or by contact with the family. If there is no designated charity, a donation of a peace lily will be sent for the funeral viewing or service and given to the family after the service.

A One Hundred (\$100) Dollar donation or flowers plus a card will be sent in memory of children, parents, spouses, grandparents, and grandchildren for primary members. If more than one charity is listed, staff will query a family member or fellow office member about the possible preference for one over the other. (Amended 4/23/2024)

## **BEREAVEMENT ANNOUNCEMENT**

Upon learning of the death of a primary or secondary member, the Association will send out an announcement via mass email or notice on the front page of the MLS system to all member

## **BOARD OF DIRECTORS**

### **PURPOSE**

All corporate powers shall be invested in the Board of Directors as the governing body for the Great Smoky Mountains Association of REALTORS®, Inc., and as such approve and direct implementation of any and all of the Associations' policies. The Board of Directors shall be composed of elected officers, previous year's president, and four (4) elected REALTOR® Members of the Association - making a total of nine members.

The Board of Directors will perform the below duties with total transparency and always with the good of the Association and its members at the forefront of all decisions.

### **Board of Directors Meetings-**

BODs meetings will be open meetings. The meeting will be closed to BOD members only during executive sessions. *(Added 4/11/25 by BODs)*

At the start of a regularly scheduled BOD meeting if a member is absent the Board will vote and deem the absence excused or unexcused. *(added 5/15/25 by BODs)*

### **DUTIES**

1. Upon acceptance as a Director, be familiar with the Constitution, Bylaws, Code of Ethics, and Interpretations of the NATIONAL ASSOCIATION OF REALTORS®, the Bylaws, rules and regulations of the Tennessee REALTORS®, and the Articles of Incorporation, Bylaws, and Policies and Procedures Manual of the Great Smoky Mountains Association of REALTORS®
2. Approve the annual budget of the Association, to determine and approve expenditures within its guidelines for the day to day operation of the Association and implementation of goals and objectives.
3. Approve financial institutions to be used by the Association and provide for at least four (4) signatories on all accounts. Those persons will be the President, President Elect (added BOD 5/16/19), Treasurer, and CEO , with at least two (2) signatures being required on any financial document.
4. Attendance to meetings of the Board of Directors and general membership meetings are required. Absence from three (3) consecutive meetings without an excuse deemed valid by the Board of Directors shall be construed as resignation in accordance with the Bylaws of the Association. Attendance to Brokers' Breakfasts and other special events are strongly encouraged (added BOD 5/16/19)
5. As a special duty, in cooperation with the appropriate committees of the Association, shall develop methods of making the Association and its programs useful and of practical assistance to the members.
6. Conduct a review of organizational performance and effectiveness of the Association. When necessary, recommend changes in Association structure, Charter, and Bylaws, as outlined in the Bylaws, to the general Membership.
7. Approve committee chair selections submitted by the President-Elect and create such committees chairs and task forces deemed necessary.
8. Act on all committee recommendations at each monthly meeting with an up or down vote or a vote to table for further study.

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9. Upon request of the President, act as liaison to committees.

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10. Be prudent in consultation with legal counsel and/or accountant in matters regarding corporate structure, taxes, investments, or legal liabilities.
11. Approve employment/termination of Association CEO.
12. Review new membership applicants per Article V, Section 3 of the Bylaws.
13. As part of the budgeting process, meet with each committee chairperson for budget and expenditure recommendations.
14. Review/approve/reject all committee expenditures that exceed budget prior to the actual expenditure.
15. Set yearly dues structure with recommendations from the finance committee chairman.
16. Conduct an annual performance review of the CEO .
17. Oversee annual financial audit in conjunction with the CPA
18. **Use of "REPLY TO ALL"** is acceptable unless requested by the original sender. Everyone should always be cognizant that email is not secure and may be retrieved at any time in the future to be used in a court of law.
19. No Board of Directors member has authorization to spend any money or sign contracts on behalf of the Association without prior Board of Directors approval. Contracts shall only be signed by the CEO and current President. (Added 10/17/19 by BOD)
20. Directors for TN REALTORS® will be the President and President-Elect and First Vice President. In the event a proxy is needed the Immediate Past President will be the first choice to fulfill that role. If they are unavailable, it will be the Treasurer as an officer. Beyond that it would be another Director that is in attendance. If no additional Officers or Directors are in attendance, the next available past president who will be attending the meetings will serve as proxy. Proxy must be made in advance 2 weeks prior to the meeting. (Added 11/21/19 by BOD)
21. Logo - Use of the GSMAR logo shall be permissible to members in good standing provided that it accompanies the member's company logo and shall not be larger in size than the member's company logo. The GSMAR logo may not be used in a way to make the appearance that the member is a designated spokesperson or representative for GSMAR, unless approved prior in writing by the Board of Directors.
22. Immediate family members (i.e. spouses, children or siblings) cannot serve on the Board of Directors at the same time.

*Amended 3-25-25*



**GREAT SMOKY MOUNTAINS ASSOCIATION OF REALTORS**  
**CONFLICT OF INTEREST**  
*For Officers, Directors, Committee volunteers and Staff persons*

**Conflict of Interest**

A conflict of interest exists in any situation where a person having official responsibilities for the Association (“Association Representative”), has been empowered to make decisions on behalf of the Association and who, as a result of that power, can potentially benefit personally, directly or indirectly, from an entity or person conducting business with the Association. Examples of possible conflict of interest include, but are not limited to:

- The Association Representative’s personal business provides goods or services to the Association for consideration (that is, for some kind of payment).
- A friend or relative of the Association Representative provides goods or services to the Association for consideration.
- A vendor or business acquaintance with which the Association Representative has an outside business relationship provides goods or services to the Association for consideration.
- The Association Representative receives a referral fee or preferential discount, gift, or other valuable consideration from a vendor, paid promoter, fundraising event sponsor, or any other outside party, for referring Association business to such party.

All potential conflicts of interest, no matter how small or seemingly insignificant, and whether only in appearance are to be reported. A member of the Board of Directors must report to the Association Executive and the Board of Directors and Committee members must report to the Association Executive and the Committee prior to engaging in a possible conflict of interest situation.

An employee with a conflict of interest must disclose the existence and nature of the conflicting interest to the Association Executive. The Association Executive with a conflict of interest must disclose the existence and nature of the conflicting interest to the GSMAR President.

The Board of Directors or Committee will then make a decision as to whether the relationship is an appropriate one for the Association or if it is a conflict of interest. In the event it is determined to be a conflict, the member with the conflict of interest may not participate in the discussion relating to that transaction other than to respond to questions asked of them by other members of the committee or board, and the President, in the case of any meeting of Directors, or by order of the chair of such committee or board may order the member disclosing the conflicting interest be excluded from any meeting of the board or committee at which such transaction or issue is discussed.

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Furthermore, no member with a conflict of interest may vote on any matter in which the member has a conflict of interest, including votes to block or alter the rules or actions of the body in order to benefit the member or related person.

At this time, I am a Board Member or Employee of the following Associations:

.....

I serve on the Great Smoky Mountains Association of REALTOR® Committees or Work Groups:

.....

**Signature**

**Date**

For Year \_\_\_\_\_:



## **GREAT SMOKY MOUNTAIN ASSOCIATION OF REALTORS BOARD OF DIRECTORS CONFIDENTIALITY AGREEMENT**

As a Board Member for the Great Smoky Mountains Association of REALTORS® (“GSMAR”), I have had or will have access to confidential information pertaining to GSMAR and its members, prospective members, Supporting Partners, agents, clients, prospective clients, suppliers, vendors and employees. This information includes, but is not limited to, the names, addresses, contact information and business needs of GSMAR’s members, prospective members, clients and prospective clients; the terms of agreements between GSMAR and its members and clients, and the extent of the business conducted with such members and clients; the terms of agreements between GSMAR and other third parties; financial information; cost information; pricing techniques; pricing strategies; pricing structures; sales and marketing strategies; plans and programs; business opportunities; business strategies and plans; and other information regarded by GSMAR as proprietary and confidential. I agree that, during my time as a Board Member and thereafter, I will keep all of this information confidential and will not furnish, disclose, reveal, make available, communicate, publish or otherwise disseminate it to anyone other than GSMAR’s Board of Directors or use it for any purpose other than to perform my duties on behalf of GSMAR.

**I HAVE READ AND UNDERSTAND THE ABOVE CONFIDENTIALITY AGREEMENT AND AGREE TO ABIDE BY ITS TERMS.**

Signature

Print Name

Date

## Officers and Directors Agreement to Serve

By my signature below, I agree:

- To act in the best interests of and fulfill my obligations to the Association and its members.
- To conduct myself in a professional, courteous and respectful manner.
- To act honestly, fairly, ethically, and with integrity to enhance and maintain the reputation of the Association.
- To act in good faith, responsibly, with due care, competence and diligence, without allowing my independent judgment to be subordinated.
- Not use information acquired in the course of service for my personal advantage.
- To make available to and share with directors any information that may be appropriate to ensure proper conduct and sound operation of the organization's governance and management.
- To comply with and uphold all applicable federal, state, and local laws, regulations, and policies governing the Association, including but not limited to the Bylaws, NAR's Code of Ethics, Antitrust rules, Code of Conduct, Anti-Harassment and Bullying, Confidentiality Agreement, Conflicts of Interest, and Whistleblower policies.
- To hold in confidence during and following expiration of my term all confidential information, which may include but is not limited to policies, finances, staff, membership accounts and files, organizational information or other information from members of the public; and not to directly or indirectly disclose, communicate, convey, or allow to be used, disclosed, communicated or conveyed, any such confidential information, except as may be necessary in the performance of their duties.
- Not allow any unauthorized person(s) to inspect or have access to any document that is of a confidential nature, regardless of media format, and will immediately report any unauthorized access to the President and CEO.
- To encourage member involvement and participate in all Association functions, not only to be seen by the membership but also to listen to the membership regarding their questions, concerns and expectations of the Association's programs and services.
- To attend State and/or National meetings when possible to represent our Association.
- To submit Board meeting agenda items for consideration to the President or CEO no later than the Thursday preceding the Board meeting.
- That I am encouraged, but not required to invest in RPAC.
- To refrain from contact with Association's Legal Counsel, unless directed to do so by the President or CEO.
- To speak with "one voice," meaning once the Board has made a decision, I will speak with one voice regarding those decisions, regardless of the way in which I voted on an issue.
- To consult with the President and CEO before veering from this Agreement and acknowledge that doing so could be highly damaging to the Association.
- That failure to comply with this Agreement may subject me to disciplinary action, up to and including termination of my position on the Board and/or legal action.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **ELECTED OFFICERS**

### **PRESIDENT**

#### **PURPOSE**

Serves as chief elected officer, representing the entire membership and the best interests of the Association. Exercises personal leadership in the motivation of other officers, Board of Directors members, committee members, staff and membership. Influences the establishment of goals and objectives for the organization during term of office. Acts as spokesperson and inspirational leader.

Takes an important part in monitoring and evaluating organizational performance and effectiveness. Works in partnership with the CEO as necessary.

#### **DUTIES**

Presides at all meetings of the Board of Directors and Membership Events.  
Coordinates agenda material with the CEO .

Has voting privileges only in case of a tie vote.

Sees that the Board of Directors and officers are kept fully informed on the conditions and operations of the Association. (The CEO plays a major part in fulfilling this responsibility.)

Works with the CEO in seeing that basic policies and programs that will further the goals and objectives of the Association are planned, formulated, and presented to the Board of Directors.

Has the ability to attend all Committee meetings of the Association as a non-voting member.

Sees that the organizational structure and policies of the Association are reviewed annually with the CEO .

Supports and defends policies and programs adopted by the Board of Directors.

Promotes interest and active participation in the Association on the part of the membership and reports activities of the Association to members by means of letters, publications, and/or speeches.

Presents an annual report at the end of the term or at other appropriate meetings as specified in the FINANCIAL POLICIES section of the Policies and Procedures Manual

Along with the CEO acts as spokesperson for the Association to the press, the public, legislative bodies, and related organizations.

In cooperation with CEO, Treasurer, and Finance Committee, helps develop, recommends, and, upon approval, operates within an annual budget.

Serves as a Tennessee REALTORS® Director and represents the Association at all Tennessee REALTORS® functions when able to attend. Represents Association at specified NAR functions when able to attend.

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Should be familiar with the Constitution, Bylaws and Interpretations of the NATIONAL ASSOCIATION OF REALTORS®, the Bylaws, rules and regulations of the Tennessee REALTORS®, and the Articles of Incorporation, Bylaws, and Policies and Procedures Manual of the Great Smoky Mountains Association of REALTORS®, Inc.

Responsible to the Board of Directors and through that body, to the membership for seeing that the programs and policies of the Association reflect the needs and aspirations of the membership.

Supervise the business and affairs of the Association and its staff through frequent consultation with the CEO .

Be an authorized signatory for the Great Smoky Mountains Association of REALTORS®, Inc. financial accounts.

Adhere to the travel policies adopted by the Association.

Appoint, with the approval of the Board of Directors, an Election Committee of two (2) REALTOR® Members to conduct the election of officers and directors. A nominating committee to be chaired by the Immediate Past President as outlined in the Bylaws. Article XI Section 4(a).

## **PRESIDENT-ELECT**

### **PURPOSE**

Assume the responsibilities of the President in his absence or as required. Assist the President in carrying out the functions of that office and perform specific duties delegated by the President.

### **DUTIES**

1. Reviews with the President and CEO the appointments of Chairperson and members of the various committees.
2. . Appoints chairpersons of Association committees and task forces with approval of Board of Directors.
3. Selection of Committee members shall be chosen by the President-Elect, Committee Chair and presented to the CEO. Outlines the purpose and duties of these committees and monitors progress. Committees should be appointed after election and before actual assumption of office in January to permit a smooth transition and immediate implementation of programs and policies.
4. Reports to the President and Board of Directors.
5. President Elect's staff liaison will be the CEO .
6. Be familiar with the Constitution, Bylaws and Interpretations of the NATIONAL ASSOCIATION OF REALTORS®, the Bylaws, rules and regulations of the Tennessee REALTORS®, and the Articles of Incorporation, Bylaws and Policies and Procedures Manual of the Great Smoky Mountains Association of REALTORS®, Inc.
7. Be willing to succeed to the Presidency of the Association the following year.
8. Represent the Tennessee REALTORS® as a Director.
9. Act as liaison with committee chairperson and members as assigned by the President.
10. Attend all Board of Directors' and general membership meetings of the Association.
11. Represent the Association as spokesperson when asked to do so by the President. At no time shall the President Elect represent himself/herself as other than the representative of the Association when appearing in that capacity.
12. In the event of death, disability, resignation, or removal from office of the President, shall fill the unexpired term of the President, subject to approval by the Board of Directors. In this event, he/she shall not be prohibited from serving an otherwise normal term as President.
13. Adhere to the travel policies adopted by the Association.

## **SELECTION OF COMMITTEE CHAIRPERSONS AND VICE-CHAIRPERSONS**

In selecting a committee chairperson and vice-chairperson, the President-Elect shall look for the following criteria and characteristics.

1. Interest in the particular work or duties of the committee.
2. Previous experience on the committee or experience gained from another source.
3. Open mind. Ability to seek out all views of committee members.
4. Willingness to abide by a majority decision and follow through to the completion of a project.
5. Leadership abilities, in general.

## **FIRST VICE PRESIDENT**

### **PURPOSE**

Third to the President in Leadership. Assume the responsibilities of the President in the event both the President and President-Elect are absent. Assumes the responsibility of the President-Elect in the event he/she is absent or the President-Elect is serving in the President's role. Performs specific duties delegated by the President.

### **DUTIES**

1. Be familiar with the Constitution, Bylaws and Interpretations of the NATIONAL ASSOCIATION OF REALTORS®, the Bylaws, rules and regulations of the Tennessee REALTORS®, and the Articles of Incorporation, Bylaws and Policies and Procedures Manual of the Great Smoky Mountains Association of REALTORS®, Inc.
2. Serves as an officer of the Board of Directors.
3. Be willing to succeed to the President-Elect position of the Association the following year.
4. Represent the Tennessee REALTORS® as a Director if needed.
5. May serve as a chairperson or Leadership liaison for committees if requested by the President.
6. Performs other such duties as may be assigned by the President.
7. Attend all Board of Directors' and general membership meetings of the Association.
8. In the event of death, disability, resignation, or removal from office of the President-Elect, shall fill the unexpired term of the President-Elect, subject to approval by the Board of Directors. In this event, he/she shall not be prohibited from serving an otherwise normal term as President.
9. Adhere to the travel policies adopted by the Association.

## **TREASURER**

### **PURPOSE**

Ensure the integrity of the fiscal affairs of the Association. Serves on the Board of Directors.

### **DUTIES**

1. Be familiar with the Constitution, Bylaws and Interpretations of the NATIONAL ASSOCIATION OF REALTORS®, the Bylaws, rules and regulations of the Tennessee REALTORS® and the Articles of Incorporation, Bylaws, and Policies and Procedures Manual of the Great Smoky Mountains Association of REALTORS®, Inc.
2. Serves as Chairperson of the Budget and Finance Committee.
3. Ensures that the Association maintains accurate financial records.
4. Reviews Association expenditures and financial status on a regular basis to ensure overall fiscal integrity.
5. Submits regular financial reports to the General Membership.
6. Performs such other duties assigned by the President.
7. In the absence of the President, Vice-President, and First Vice President, presides at meetings of the Board of Directors.
8. Will call meetings of the Budget and Finance Committee, including the CEO , on a regular basis to review Associations' expenditures and finances to ensure overall fiscal integrity.
9. Be an authorized signatory for the Associations' financial accounts.
10. Serve a two-year term to establish continuity of financial data.

## **COMMITTEE DUTIES**

The duties listed below are applicable to any organized work groups such as standing committees, ad hoc committees, task force, etc. Committee chairs shall submit a proposed budget, should a budget exist for such a committee, to the Finance Committee prior to 1 October. Staff assistance is available. The Board of Directors shall approve budgets.

Operate within their respective budget or obtain sponsorships (See #14. Expenditures over budget shall not be made except with the prior approval of the Board of Directors.

Committee meetings are held on a regular basis as needed. Dates **must** be determined by consultation with the CEO so as to not conflict with other meetings. All Committee meetings are to be held at the Association office.

Prepare proper agendas with the assistance of association staff.

Do business by proper motions. Make all motions in the form of recommendation to the Board of Directors along with the reasons for the motion.

Prepare a report of unfinished business along with suggestions and recommendations including budget recommendations to be distributed to the President Elect and the new Committee Chair no later than November 1.

Prepare a detailed report of duties to be passed on to the new Chair and for review at any scheduled leadership meeting.

Committee Chairs may appoint members to their committee. (*amended 4-11-25*)

Committee chairs may appoint a vice-chair with the approval of the Board of Directors.

Attend General Membership Meetings.

Any unexcused absence from the committees for three consecutive meetings within any calendar year shall be constructed as a resignation from the committee.

The President, President Elect and CEO shall be ex-officio members of all committees and shall be notified of their meetings.

All committee event funding shall be coordinated through the CEO and approved by the BODs. (Added by BOD 7/18/19) (*amended 4/21/25*)

A 25% quorum is needed at committee meetings for a vote to be taken (Added by BOD 11/21/19)

The Board of Directors will provide committee chairs direction annually and have the chair report back to the Board as necessary for achieving their strategic plan goals. (Added by BOD 12/19/19)

No more than 2 Committee Members of a committee can be from the same corporate entity, this *includes Ex-Officios*. (*amended 4/21/2025*)

Immediate family members (i.e. spouses, children or siblings) cannot serve on the same Committee at the same time. This *includes Ex-Officios* (*amended 4/21/25*)

## **COMMITTEE FUNCTIONS AND RESPONSIBILITIES**

### **STANDING COMMITTEES**

The Association shall have the following Standing Committees as established in the Association's Bylaws:

- Education
- Governmental Affairs/RPAC
- Finance
- Multiple Listing Service

Committee members shall serve a one year term. There will be a chair and a vice-chair. Committee chairs will be selected by the President-Elect. The members will be selected by committee request forms and by the President-Elect and the Committee Chair.

### **EDUCATION COMMITTEE**

**Purpose:** The Education Committee shall have the responsibility of providing a New Member Orientation for the Association on a regular basis (currently six times a year). They shall also select new courses, recruit instructors, and assess membership educational needs, striving to, whenever possible, provide low cost or free continuing education credit courses to meet or exceed hours required by the Tennessee Real Estate Commission.

**Duties:**

1. Review and monitor New Member orientation program, hand-outs, manual and updates.
2. Develop and implement educational seminars for members.
3. Assist staff in arranging facilities and have at least one committee member present at educational courses and seminars.
4. Coordinate with the CEO on educational courses and seminars.
5. Set an orientation schedule for the year as soon as possible as well as the balance of the educational offering.
6. If an agent is asked to proctor a class, any charge for the class will be paid on behalf of the proctor by the Association out of the Education budget. (Added by BOD 102220)

**Meetings Schedule:** As needed with a minimum of four (4) meetings per year.

### **GOVERNMENTAL AFFAIRS/RPAC**

**Purpose:** Works with local, state, and national government entities to encourage a climate favorable to the real estate profession, private property ownership, and the free enterprise system, including consideration of proposed regulations affecting real estate interests and other industry-related matters, encouraging sound legislation protecting property rights and individual ownership of real estate. The committee performs RPAC fund-raising activities.

**Duties:**

1. Plan RPAC Major Investor events.
2. Plan the annual RPAC-A-Thon event.
3. Increase number of Major Investors
4. Educate the members on RPAC benefits.
5. All local fund requests must be approved by the Board of Directors and then requested to the State by the Association Staff (Added by BOD 12/19/19)

**Meetings Schedule:** As needed with a minimum of two (2) meetings per year.

## **FINANCE**

**Purpose:** The Finance Committee shall be responsible for reviewing the budget and actual expenditures during the year, determine increased and/or decreased needs for the following year and prepare a new recommended budget to the Board of Directors by November 1st. The Finance Committee shall be chaired by the Treasurer and include the Immediate Past Treasurer for the transitional year.

### **Duties:**

1. Work with the CEO and President in preparing a yearly operating budget for presentation to the Board of Directors.
2. To review and make recommendations to the Directors on major expenditures.
3. To review and recommend to the Directors any change in the dues structure.
4. Monitor interest income accounts as necessary.
5. Review and recommend to the Board of Directors the employment or continued employment of an Accountant or CPA.

**Meetings Schedule:** As needed with a minimum of once per quarter.

## **MULTIPLE LISTING SERVICE**

**Purpose:** The MLS Committee is one of the most important committees of the Association. It has the responsibility of supervising the overall operation of the MLS, keeping the MLS Rules and Regulations in compliance and presenting such changes as are deemed beneficial to the membership as a whole to the Board of Directors for approval. This committee will also be expected to designate an instructor for each New Member Orientation Program.

MLS Committee designates an MLS Executive Committee composed of: MLS Chair, MLS Vice Chair and 2 members at large from the MLS Committee for decisions that need to be made quickly for the staff. (Added by BOD 6/18/20)

### **Duties:**

1. To monitor issues and trends in the area of MLS, including but not limited to legal issues, technology, NAR policy updates, user trends, and current system appropriateness.
2. To investigate and recommend action concerning violation of changes to MLS Rules and Regulations.
3. To investigate and recommend action concerning changes or enhancement to current MLS system or vendors.
4. To keep users informed by providing an oral report at the Membership Meetings.
5. All duties consistent as those enumerated in the GSMAR Bylaws.
6. The committee will make quarterly recommendations to the Board for modifications to MLS Rules and Regulations. After approval, all MLS persons will be notified by email and a notice will be placed on the homepage of the existing MLS vendor. (Added by BOD 08/20/20)

**Meetings Schedule:** At least 4 per year

## **SPECIAL COMMITTEES**

The President shall appoint, subject to confirmation by the Board of Directors, special committees as deemed necessary and their committee chairs. All committee/task forces shall have a minimum of three members.

Committee members shall serve a one year term. Committee chairs will be selected by the President. Scholarship, Community Involvement, Fundraising Committees may work together to streamline events for the upcoming year.

## **AWARDS**

**Purpose:** The Awards Committee is responsible for educating the general membership on the procedures for nominating a REALTOR® for honors of REALTOR® of the Year, Supporting Partner of the Year, Rookie of the Year, the Maud Gregory, the Golden Spotlight, Supporting Partner Spotlight, Silver Service and most CE hours Awards. This includes periodic review of the criteria for these awards. The committee is also responsible for the review of rules and applications for the Rookie of the Year (sales) Award. Additionally, other awards are appropriate for the year i.e. President's Award, etc., it is the committee's responsibility to work with the Board of Directors to incorporate these award(s). The committee will review nominations for all Association Awards. The committee will only select winners for awards when appropriate and as dictated by the Board of Directors. Eligibility requirements for awards will be included in current nomination forms. Award nomination forms will be published on the GSMAR website and copies are available at the GSMAR office. Should the Board of Directors deem it necessary the committee will also review application data on listings sold and sales closed by individual REALTORS® to determine award entitled members. *Amended 3-24-25*

### **Rules:**

1. Awards Committee members may not nominate fellow committee members.
2. The Maud Gregory award may only be won by a single member once and will be selected by the general membership vote in conjunction with the annual BODs voting.
3. If the REALTOR® of the Year award is a tie, the committee has a right to break the tie. (Added by BOD 2018)
4. A member may not win the Maud Gregory and the REALTOR® of the Year Awards in the same year.
5. The REALTOR Golden Spotlight and Supporting Partner Spotlight Award may only be won once in a 12 month period.  
*Amended 3-25-25*

### **DUTIES:**

1. To present an award at appropriate membership meetings.
2. To develop or amend awards as indicated by changes in the market.
3. To notify the applicant in writing of nomination.
4. To create a pop-up on the MLS system ( with association staff support)

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**Current Awards:**

<b>Award</b>	<b>Frequency</b>	<b>Dist Date</b>	<b>Nominating Date</b>	<b>Follow Up Dates</b>	<b>Award Date</b>
Supporting Partner of the Year	Annually	All meetings and CE	1st Friday in November	Committee reviews at next meeting	Installation Meeting
Maud Gregory	Annually	All meetings and CE	1st Friday in September	Voting Last full week in October	Installation Meeting
REALTOR® of the Year	Annually	All meetings and CE	1st Friday in November	Committee reviews at next meeting	Installation Meeting
Rookie of the Year	Annually	All meetings and CE	1st Friday in January	Committee reviews at next meeting	Installation Meeting
Most CE Education Hours	Annually	All meetings and CE		Committee reviews at next meeting	Installation Meeting
Supporting Partner Spotlight	Bi-Monthly	All meetings and CE		Committee reviews at next meeting	Next General Membership Meeting
REALTOR Golden Spotlight	Bi-Monthly	All meetings and CE		Committee reviews at next meeting	Next General Membership Meeting

**Meetings Schedule:** As needed with a minimum of six (6) meetings per year.

**Award Date-** REALTOR of the Year, Most CE hours, Maud Gregory, Rookie of the Year and Supporting Partner of the Year may be awarded at the Installation Meeting or the next General Membership meeting following the Installation Meeting. ....

*Amended 1/22/2025, Amended 3-25-25*

### **BYLAWS COMMITTEE**

**Purpose:** The Bylaws Committee reviews and evaluates the Associations governing documents to ensure they are maintained in compliance with the National Association of REALTORS®. The committee is responsible for wording any recommended changes to the Board of Directors.

**Duties:**

1. To be familiar with the Bylaws of the Great Smoky Mountains Association of REALTORS®, Tennessee REALTORS® and the National Association of REALTORS®.
2. To review Bylaws changes, both mandatory and voluntary, from the National Association and make appropriate recommendations to the Board of Directors.
3. To work with the CEO in developing changes to the Bylaws as become necessary and make appropriate recommendations to the Board of Directors.
4. To thoroughly research and develop any changes to the Association's governing documents such as Policies & Procedures, when directed to do so by the Board of Directors.

**Meetings Schedule:** As needed with a minimum of two (2) meetings per year.

### **CHRISTMAS PARTY Committee**

**Purpose/Duties:** The Christmas Party Committee is charged with the planning of the annual Christmas party, which includes facility, menu, entertainment and ticket pricing.

**Meetings Schedule:** As needed with a minimum of four (4) meetings per year.

### **COMMUNITY INVOLVEMENT COMMITTEE**

**Purpose:** The Community Involvement Committee increases awareness of and participation in Association programs, services, and activities, as well as promotes a positive image of REALTORS® within the community. This Committee is responsible for development and execution of projects that involve the Association with the Sevier and Cocke County communities for their benefits, thus “giving back” where we make our livings.

**Duties:**

1. Plan at least two outreach events per year to be used in connection with CORE Standards.

**Meetings Schedule:** As needed with a minimum of two (2) meetings per year.

### **CULTURAL DIVERSITY COMMITTEE**

**Purpose:** The Cultural Diversity Committee shall have the responsibility to educate and assist members of the Association on their responsibilities under the Fair Housing Laws and the Affirmative Marketing Program. This committee may also be requested to provide an instructor for the Orientation Program.

**Duties:**

1. Plan diversity education sessions.
2. Plan an Affordable Housing event.
3. Schedule two major events a year.

**Meetings Schedule:** As needed with a minimum of two (2) meetings per year.

## **FUNDRAISING COMMITTEE**

**Purpose:** The Fundraising Committee has the responsibility of initiating, planning and coordinating REALTOR® social “fun” events for the year in order to balance the budget in lieu of raising dues when necessary.

### **Duties:**

1. To plan and arrange quarterly functions to raise funds.
2. To obtain donations of time, talents or goods.
3. To work with the Supporting Partner members to strengthen their position with the Association and to likewise make the Association aware of the Supporting Partner

**Meetings Schedule:** As needed

## **NOMINATING COMMITTEE**

**Chair:** Immediate Past President; if the immediate past president is unwilling or unable to serve, the current president will choose a chair from a currently active past president. (added BOD 5/16/19)

**Purpose:** The Nominating Committee is charged with recognizing and recruiting talented, capable, willing volunteers for Board of Directors and Line Officers who meet the qualifications of Article XI, section 7 of the Bylaws. Once there is a pool of names for consideration, members will then prepare a slate whose experience, interest and expertise most closely match open positions of responsibility for the upcoming year for election to be held at the designated time. Due to a potential conflict of interest, no more than one person from a company shall sit on this committee. (added BOD 6/18/2020)

The only member of the Board of Directors who may sit on this committee is the Immediate Past President as chair.

In addition to the six-person committee plus the chair, there will be an alternate position. Unless the alternate has stepped in to replace a member of the committee, they must leave before the interview begins.

### **Duties:**

1. To develop and maintain an application for open positions.
2. To work on criteria for available positions for First Vice President, Treasurer and two (2) director positions, interview process and time frames for the election process.
3. Review the e-voting process.
4. Other items deemed necessary by the Board of Directors.
5. Shall adhere to the election process as stated in the GSMAR Bylaws.

**Meetings Schedule:** As needed with a minimum of two (2) meetings per year.

### **REALTOR® CENTER TASK FORCE (Amended 022119)**

**Purpose:** This task force is called upon as needed to refer to Board of Directors reputable repair and/or service persons for the repair and maintenance of the Association headquarters.

**Duties:**

1. The Board of Directors will determine when repairs/improvements are needed and committee members will solicit bids as needed.
2. At least three (3) bids will be sought for repairs or improvements over \$1500.00 and submitted to the BOD. (Added by BOD 1/19/23)
3. The Task Force has no authority to enter into any contract or make decisions regarding repairs/replacements.

**Meetings Schedule:** As needed with a minimum of two (2) meetings per year.

### **REALTOR® TRADEMARK PROTECTION COMMITTEE**

**Purpose:** It shall be the responsibility of the REALTOR® TradeMark Committee to investigate improper use of the REALTOR® registered trademark, educate those who are improperly using this trademark, and if necessary, take stronger action to eliminate such improper usage as directed by the Board of Directors and the National Association of REALTORS®.

**Duties:**

1. When seeking further guidance, the chair or their designee will correspond with the proper person at the National Association of REALTORS® for guidelines and clarifications.
2. Any information obtained will be shared at the Broker Breakfast.

**Meetings Schedule:** As needed with a minimum of two (2) meetings per year.

### **SCHOLARSHIP COMMITTEE**

**Purpose:** The Scholarship Committee will determine methods for increasing funds available for scholarships and/or grants, recommend amounts for scholarship awards based on funds available; review what criteria should be met to be eligible for awards; seek out potential recipients; follow through (with approval of the Board of Directors) to see that scholarships and/or grants are awarded each year.

**Duties:**

1. To review the timeline and maintain the scholarship process for the Association.
2. To present awards as appropriate at the school and at the Membership Meeting as well.
3. To arrange for press coverage through the CEO or President and dissemination of information after approval by the CEO or President.

**Meetings Schedule:** As needed with a minimum of two (2) meetings per year.

**A.R.E.A Scholarship-** AREA Scholarship will be divided equally among each accepted and approved applicant to cover the cost of registration based on funds available. If there are more than two applicants accepted into the program, the Scholarship will be divided equally among the accepted and committed applicants based on funds available. 1/16/2025

## **STRATEGIC PLANNING COMMITTEE**

**Purpose:** This Committee is chaired by the current President Elect and is charged with long range plans for the Association, evaluating the past progress and present indications for the future. Each year these plans will be presented to the Board of Directors for approval.

**Duties:**

1. Gather information internally and externally and use such information to develop comprehensive objectives and strategies with which to guide current and future Association leadership.
2. To provide a continuous evaluation of the external and internal forces that impact the Association's future and its members and to identify important trends and issues.
3. Work with the Finance Committee to ensure cohesiveness within the Association.
4. To review and update the mission and vision statements.

**Meetings Schedule:** As needed with a minimum of two (2) meetings per year.

**PAST PRESIDENT'S COMMITTEE** *(update 4/21/2025)*

This committee shall be chaired by the most immediate past President and members shall be former GSMAR Presidents still active within the Association.

**Purpose:** The Past Presidents Committee serves as a resource of experience and support, dedicated to preserving the legacy and ensuring the future success of the Great Smoky Mountain Associations of REALTORS with a commitment to collaboration, its members take on meaningful projects that enhance the association's history, engagement, and growth. *(amended 4/21/25)*

The objectives and general purpose of this Committee shall be as follows.

**Duties:**

1. To meet with and act in an advisory capacity to the Past President chair for the purpose of generating and recommending ideas, philosophies, procedures, and policies on topics deemed important to the Association. *updated 5/2024*
2. Contribute to communication and outreach efforts under the directions of the BODs
3. Supporting community and educational initiatives



**GREAT SMOKY MOUNTAIN ASSOCIATION OF REALTORS  
COMMITTEE CONFIDENTIALITY AGREEMENT**

As a Committee Chair and/or Member of the Awards, Multiple Listing Service, Grievance, Professional Standards, Budget and/or Strategic Planning for the Great Smoky Mountains Association of REALTORS® (“GSMAR”), I have had or will have access to confidential information pertaining to GSMAR and its members, prospective members, Supporting Partners, agents, clients, prospective clients, suppliers, vendors and employees. This information includes, but is not limited to, the names, addresses, contact information and business needs of GSMAR’s members, prospective members, clients and prospective clients; the terms of agreements between GSMAR and its members and clients, and the extent of the business conducted with such members and clients; the terms of agreements between GSMAR and other third parties; financial information; cost information; pricing techniques; pricing strategies; pricing structures; sales and marketing strategies; plans and programs; business opportunities; business strategies and plans; and other information regarded by GSMAR as proprietary and confidential. I agree that, during my time as a Committee Member and/or Chair and thereafter, I will keep all of this information confidential and will not furnish, disclose, reveal, make available, communicate, publish or otherwise disseminate it to anyone other than GSMAR’s Board of Directors or use it for any purpose other than to perform my duties on behalf of GSMAR.

**I HAVE READ AND UNDERSTAND THE ABOVE CONFIDENTIALITY AGREEMENT AND  
AGREE TO ABIDE BY ITS TERMS.**

Signature

Print Name

Date

## **EDUCATION POLICY**

### **PURPOSE:**

1. Assists and/in developing and providing comprehensive educational programs to help members stay current with skills and knowledge needed to serve their customers and clients with acceptable competency.
2. Provide Orientation for the members on a regular basis.

### **DUTIES:**

1. To review and assist with updating Orientation program materials and presentation.
2. To organize education classes/courses for the members and assure necessary and/or mandatory CE is offered to members annually.
3. To assist the Association staff in preparing the facility for class/courses and instructor evaluation.
4. To work within the approved Education Budget, coordinate with the CEO , and provide recommended courses/classes to the Board of Directors for approval.
5. To coordinate with speakers/instructors when appropriate.
6. To assist Association staff with registration, classroom attendance records, and introductions of speakers/instructor evaluation.
7. CE Refund policy: Members who are registered for an education class must cancel 24 hours before the class or no refund will be given. If an emergency situation results in a last minute cancellation, a credit toward a future class may be given at the discretion of the Association Executive or another member may be substituted. A credit may not be carried forward to another fiscal/calendar year.
8. Charges: \$5 per hour for MLS participants; \$10 per hour for non-members. A fee schedule shall be maintained annually and attached as an appendix. (added BOD 5/16/19)
9. If the class hand-outs are available on the MLS home page, \$.10 per page will be charged to the student for copies made at the Association. (Added by BOD 01/16/20)
10. All proceeds from the CE Shop will go to the Education Committee Budget. (Added by BOD 06/18/20)
11. A \$20 fee for non-cancellation of classes will be instituted for zoom classes only. (added by BOD 08/20/20). (See page 19)
12. Instructor per diem reimbursement- Instructors will be reimbursed \$75.00 per day, Instructor meal only, with itemized receipt, no alcohol, and GSMAR will reimburse hotel expenses for instructors if their home or business is more than 60 miles (one way) from the event location or they are teaching on consecutive days and request overnight accommodations. Room rate reimbursed up to \$160 per night before taxes with itemized receipt. Note: Personal charges, room service, minibar, movies, etc. and expenses for additional guests are not reimbursable. An itemized hotel receipt must be submitted within 14 days of the event for reimbursement. *(added 4/30/2025)*

**SUPPORTING PARTNER/Supporting Partner USE OF SMALL TRAINING ROOM**

Adopted by the Board of Directors May 16, 2018

1. Supporting Partner/Supporting Partner must be in good standing with GSMAR.
2. A \$200.00 (\$400.00 for the entire lower level) cleaning/security deposit will be charged for the training room; no alcoholic beverages are to be served. The deposit will be held for return to the renter when the room is left in the same condition, including placement of tables and chairs, as when rented. A walk-through must be done with an association staff person and the renter prior to the event, and a walk-through will be done after the event with the same persons to insure that the building has in no way been damaged due to the event. The security deposit will not be returned until the two walk-throughs have taken place and have been signed off by both parties. A vacuum cleaner and trash bags will be furnished. No food or supplies are to be left or stored on the premises. The removal of trash (generated by the renter) from the property is the responsibility of the renter.
3. Supporting Partner/Supporting Partner must show proof of liability insurance applicable to the event.
4. The course topic will be submitted to the CEO for approval.
5. Events must be held during GSMAR's business hours only. (Added 2/21/19 by BOD)

## **ALCOHOL POLICY**

### **OUR COMMITMENT**

GSMAR supports the responsible consumption of alcohol and takes seriously any inappropriate behavior that results from excessive drinking. At GSMAR functions, nonalcoholic options will be provided, in addition to any alcoholic beverages served. GSMAR will not endorse or support events or celebrations that involve excessive consumption of alcohol.

The Association will promote the alcohol management policy by putting a copy of the policy on the Association website.

### **WHAT WE WILL DO**

In an effort to minimize the potential liability of GSMAR and its members for injuries caused to third parties by individuals who consume alcohol at Association-sponsored and related events, the following rules must be followed at all GSMAR functions:

#### **Serving Alcohol**

Professional bartenders, such as hotel staff or catering company employees, must be retained to serve alcohol at Association functions. Bartender(s) are not permitted to serve alcohol to any guest they believe (or should believe) is intoxicated. Self-service alcohol, such as unmonitored tables of alcohol or kegs of beer, is strictly prohibited.

An adequate selection of non-alcoholic beverages shall be provided for the bartender(s) to provide to guests who choose not to drink, or who are becoming intoxicated. In addition, GSMAR shall set up self service stations with ice, water and soda, so that guests can freshen their drinks without adding more alcohol.

A sufficient quantity of food should be served to slow down the absorption of alcohol into the bloodstream. Food should be placed in a prominent location so that guests are encouraged to eat first, rather than consume alcohol on an empty stomach.

Alcohol may be served for a reasonable time period only, not to exceed four hours. "Last call" must be given (and enforced) at least forty-five (45) minutes before the end of the function. At such time, coffee, soda and dessert may be served.

Assure that sufficient social host liquor liability insurance coverage exists for the function.

#### **Underage Drinking**

Alcohol will not be served to persons under 21 years of age.

Bartenders or servers, GSMAR staff, and event coordinators will ask for proof of age whenever necessary or whenever in doubt.

Only photo IDs with date of birth will be accepted as proof of age.

#### **Intoxicated Patrons and Safe Transport**

Alcohol will not be served to any person who is, or a bartender believes is intoxicated. Signs of intoxication may include slurred speech, impaired balance, poor coordination, reduced inhibition, aggressive, belligerent, and disrespectful behavior.

Safe travel options will be suggested. GSMAR staff, event committee members and bar staff will encourage intoxicated patrons to use a cab or paid car services.

Taxi cab service or alternative transportation information must be provided for visibly intoxicated guests, making sure they are provided with cab fare, if necessary.

### **Breach of Policy**

Any material breach of this policy by any Association member shall result in appropriate sanctions to be determined and enforced by the Association in its sole discretion.

Any questions about this policy, its interpretation or enforcement should be directed to the Association's Board of Directors via CEO or President.

### **Non-Compliance with Policy**

All GSMAR staff and event coordinators will enforce the alcohol management policy and any non-compliance will be handled according to the following process:

Explanation of the Association policy to the person/people concerned, including identification of the portion of policy not being complied with.

Continued non-compliance with the policy should be handled by at least two event coordinators who will use their discretion as to the action taken, which may include asking the person/people to leave the Association function.

### **Information to be included in Hospitality Bid Process**

For every event - at GSMAR's facility or off-site, the bid process shall include the following information:

Alcohol at a GSMAR sponsored or supported event shall be served in strict accordance with these instructions:

1. Bartender(s) shall not serve alcohol to any guest who is believed to be intoxicated.
2. Alcohol will not be served to persons under 21 years of age.
3. Bartenders and Caterer's staff shall ask for proof of age whenever necessary or whenever in doubt.
4. Only photo IDs with date of birth shall be accepted as proof of age.
5. Last call must be given (and enforced) at least forty-five (45) minutes before the end of the function.
6. Bartenders/Caterers must report any incident to GSMAR staff and event coordinators.
7. Alcohol will not be retained at the Association Office after any event

## **FINANCIAL POLICIES**

### **Dues Collection and Billing**

Annual Local, State and National Association's REALTOR® dues will be billed prior to December 31 for the following year. Dues are due and payable upon receipt and become past due thirty (30) days from the date of the bill. A One Hundred (\$100) Dollar late fee will be added to payments received after December 31st. Membership will terminate on December 31 without further notice if the invoice remains unpaid.

### **Refund Policy**

Continuing Education: Members who are registered for an education class must cancel twenty four (24) hours prior to the class or no refund will be given. If an emergency situation results in a last minute cancellation, a refund may be given at the discretion of the CEO or another member may be substituted.

### **Non-Member Fees**

When appropriate, non-members and/or the general public may attend events and functions and be charged an appropriate amount if applicable.

### **Returned Check Procedures**

The Association will collect the maximum fee allowed by law for each returned check received by the Association. Any member who has two checks returned for Non-Sufficient Funds in a twelve (12) month period must pay by cash or other secured fund payment for a period of one (1) year.

### **Late Payment Penalty**

A late payment penalty of Twenty-Five (\$25) Dollars will be added to any event invoice unpaid within seven (7) days following the event. For non-event invoices, a late payment penalty of ten (10%) percent or Twenty-Five (\$25) Dollars, whichever is the greater of the outstanding balance, will be added to any invoice not paid within thirty (30) days. This does not apply to the annual dues billing, which is outlined previously.

### **Member Reinstatement Fee**

A reinstatement member fee of \$250 will be charged for any NAR non-compliance education completion by the NAR-mandated deadline, which is the close of business on the specified date.  
*(Added 4/11/2025 by BOD)*

### **MLS Service Fees, Fines and Collections**

MLS Service Fees and Fines are billed and collected in accordance with the policy set forth in the MLS Rules and Regulations.

### **Required Reserves**

In accordance with accepted Association practices (ASAE, NAR, etc.) of maintaining reserves for emergency operation (Emergency Management Reserves) and major expenditures (Major Expenditure Reserves), the Association will maintain Emergency Management Reserves of such an amount that will sustain the Association for three (3) months, or twenty-five (25%) percent of annual budget, following a natural or other disaster. This amount will be reviewed and adjusted annually as part of the budget process. The Association will maintain Major Expenditure

Reserves of such amount that major expenditures can be anticipated and financed on a regular schedule. Following a “Reserve Fund Analysis,” specific amounts of monies should be allocated each year to this fund(s), which should be reviewed annually as part of the budget process. All reserves should be in a liquid form.

#### Budget Process

The Association’s annual budget process will be conducted annually beginning in October by the Treasurer, CEO and the Finance Committee. All budget requests or needs from committees should be presented to the Finance Committee by September for the following year’s budget. The annual budget process should include a review of all income and expenses as well as: insurance policies, reserve funds, capital needs, staff salaries and employee needs. A review of all policy manuals for changes, which may affect the budget, should be part of the budget process. The annual budget will be ready for approval by the Board’s November meeting and presented to the General Membership at the annual business meeting in December..

Committee chairs shall submit a proposed budget, should a budget exist for such a committee, to the Finance Committee prior to 1 October. The Board of Directors shall approve budgets. *(added 4/21/2025)*

#### Association Financial Audits

The Association will have a review annually performed by a CPA. At the recommendation of the Board, the Association shall also conduct a review or audit following changes in the CEO and may consider audits or reviews regarding other staff personnel, or as deemed necessary.

#### Association Fundraising

The Association will maintain all monies raised by the Fundraising Committee and allocated to appropriate sources with Board of Directors approval. Sub-accounts (Community Involvement, Fundraising, Helping Hands and Scholarship) will be maintained by the CEO .

#### Internal Accounting Policy

The Association maintains internal accounting procedures in accordance with accepted standard accounting policies to safeguard the financial assets and integrity of the Association. These procedures will be reviewed and updated as recommended by Audit recommendations or other recommendations made by the Association accountant.

#### Check Signatures

The President, President-Elect, Treasurer and CEO of the Association will be authorized to sign checks. Signature cards will be signed with the appropriate banking institution(s) prior to the start of terms of the respective Officers. All checks from the Association’s general checking account must have two (2) signatures. If the cumulative total of the expense is \$10,000.00 or more, then three (3) signatories are required. Checks made out to one of the above four (4) signatories may not be signed by that same signatory. The same four (4) persons will have read only access to any bank accounts the Association maintains (revised 031319).

#### Document Signatures

Documents such as Insurance Policies and Contracts shall be signed by the President and the Chief Executive Officer.

Great Smoky Mountains Association of REALTORS  
Policy & Procedures  
Manual Updated April 2025

Bank Statement Reconciliation

All bank statements will be reconciled within 5 days of receipt by the CEO or their designee and confirmed by the outside Bookkeeper.

Purchase Invoice Approval

All purchases up to Five Hundred (\$500) Dollars will be approved by the CEO . Above Five Hundred (\$500) must be approved by the full Board of Directors.

Read Only Access to Association Accounts

The President, President Elect, and Treasurer, will have read only access to any bank accounts the Association maintains. *(added 4/21/2025)*

#### Procedure for Receipt of Income

All checks, cash and credit card payments received by GSMAR will be immediately posted to office accounting software.

#### Bank Deposit Policy

Bank deposits will be made at least once a week.

#### Depreciation Schedule and Entries

The end-of-the-year Accountant will review the depreciation schedule annually, will complete and file taxes, and make all appropriate entries.

#### Insurance

The Association will maintain at all times adequate insurance to cover the building and all assets as well as liability, flood, wind/hail and other policies as recommended by the Association insurance agent. In addition, the Association will maintain Directors and Officers ( D&O) Coverage for all Directors, in accordance with standard Association practice. All insurance policies will be subject to an annual review by the Board of Directors prior to July 1.

#### Books and Records to be Maintained

The CEO and accountant will be in charge of cash receipts, cash disbursements, payroll records, and membership roster. The end-of-the-year accountant will be in charge of equipment records, balance sheet, statement of income and expense, and statement of change in financial position.

#### Contracts

If the cumulative total of a contract between the Association and a vendor is Five Hundred (\$500) Dollars or less, the CEO may sign the contract. If the cumulative total of the contract is more than Five Hundred (\$500) Dollars and less than Ten Thousand (\$10,000) Dollars then two of the current signatories on the checking accounts must sign. If the cumulative total of the contract is Ten Thousand (\$10,000) Dollars or more, then three of the current signatories on the checking accounts must sign the contract. (Added 10/17/19 by BOD)

#### Reserve Account

No funds may be moved or withdrawn from the reserve account without Board of Directors approval. (Added 12/19/19 by BOD)

*Amended 4/11/25*

## **LEGAL POLICIES**

### **CONFLICT OF INTEREST**

Any duality of interest or possible conflict of interest on the part of any board membership should be disclosed to the other board members and made a matter of record, when the interest becomes a matter of board action.

Any board member having a duality of interest or possible conflict of interest on any matter should not vote or use his/her personal influence on the matter, and he/she should not be counted in determining the quorum for the meeting, even where permitted by law. The minutes of the meeting should reflect that a disclosure was made, the abstention from voting, and the quorum situation.

The foregoing requirements should not be construed as preventing the board member from briefly stating his/her position in the matter, nor from answering pertinent questions from other board members since his/her knowledge may be of great assistance.

Due to time constraints or other conflicts, GSMAR members shall not serve concurrently as a GSMAR Board of Directors member and a State or National Executive Position. Members currently serving on the GSMAR BOD seeking and winning a State or National Executive Position shall step down from his/her local position as soon as the State or National Executive Position becomes effective. A GSMAR Board of Director may be a State or National Director (i.e. a voting position at the 2 conferences for Tennessee REALTORS® and NAR each year.)

## GSMAR Antitrust Policy (taken from NAR sample policy)

### Introduction

The Great Smoky Mountains Association of REALTORS® is a for-profit organization. The Association is not organized for the purpose of, and may not play any role in, the competitive decisions of its members, nor in any way restrict competition among members or potential members. Rather it serves as a forum for a free and open discussion of diverse opinions without in any way attempting to encourage or sanction any particular business practice.

The Association provides a forum for exchange of ideas in a variety of settings including its annual meeting, educational programs, committee meetings, and Board meetings. The Board of Directors recognizes the possibility that the Association and its activities could be viewed by some as an opportunity for anti-competitive conduct. Therefore, this statement supports the policy of competition served by the antitrust laws and to communicate the Association's uncompromising policy to comply strictly in all respects with those laws.

While recognizing the importance of the principle of competition served by the antitrust laws, the Association also recognizes the severity of the potential penalties that might be imposed on not only the Association but its members as well in the event that certain conduct is found to violate the antitrust laws. Should the Association or its members be involved in any violation of federal/state antitrust laws, such violation can involve both civil and criminal penalties that may include imprisonment for up to 3 years as well as fines up to \$350,000 for individuals and up to \$10,000,000 for the Association plus attorney fees. In addition, damage claims awarded to private parties in a civil suit are tripled for antitrust violations. Given the severity of such penalties, the Board intends to take all necessary and proper measures to ensure that violations of the antitrust laws do not occur.

### Policy

To ensure that the Association and its members comply with antitrust laws, the following principles will be observed:

- The Association or any committee, section, chapter, or activity of the Association shall not be used for the purpose of bringing about or attempting to bring about any understanding or agreement, written or oral, formal or informal, expressed or implied, among two or more members or other competitors with regard to prices or terms and conditions of contracts for services or products. Therefore, discussions and exchanges of information about such topics will not be permitted at Association meetings or other activities.
- There will be no discussions discouraging or withholding patronage or services from, or encouraging exclusive dealing with any supplier or purchaser or group of suppliers or purchasers of products or services, any actual or potential competitor or group of actual potential competitors, or any private or governmental entity.

- There will be no discussions about allocating or dividing geographic or service markets or customers.
- There will be no discussions about restricting, limiting, prohibiting, or sanctioning advertising or solicitation that is not false, misleading, deceptive, or directly competitive with Association products or services.
- There will be no discussions about discouraging entry into or competition in any segment of the marketplace.
- There will be no discussions about whether the practices of any member, actual or potential competitor, or other person are unethical or anti-competitive, unless the discussions or complaints follow the prescribed due process provisions of the Association's bylaws.
- Certain activities of the Association and its members are deemed protected from antitrust laws under the First Amendment right to petition the government. The antitrust exemption for these activities, referred to as the Noerr-Pennington Doctrine, protects ethical and proper actions or discussions by members designed to influence: 1) legislation at the national, state, or local level; 2) regulatory or policy-making activities (as opposed to commercial activities) of a governmental body; or 3) decisions of judicial bodies. However, the exemption does not protect actions designed to cover-up anticompetitive conduct.
- Speakers at committees, educational meetings, or other business meetings of the Association shall be informed that they must comply with the Association's antitrust policy in the preparation and the presentation of their remarks. Meetings will follow a written agenda approved in advance by the Association or its legal counsel.
- Meetings will follow a written agenda. Minutes will be prepared after the meeting to provide a concise summary of important matters discussed and actions taken or conclusions reached.

At informal discussions at the site of any Association meeting, all participants are expected to observe the same standards of personal conduct as are required of the Association in its compliance.

It is recommended that Association members and staff read, date and retain a copy of this statement for their personal files.

ADOPTED: June 15, 2023

## **FIDUCIARY DUTIES**

In order to ensure compliance with applicable laws and to protect the Great Smoky Mountains Association of REALTORS® (“Association”) and its members, officers, directors and committee members from potential legal problems regarding conflicts of interest and violation of fiduciary obligations to the Association, the Association endorses and adopts the following statement of policy:

### **I. Duty of Loyalty**

Among the fiduciary obligations of an officer, director or committee member of a non-profit corporation is a duty of loyalty to the non-profit corporation. This includes supporting, and not opposing directly or indirectly or taking any other stance against, the policies and positions duly adopted by the Association’s Board of Directors. As representatives of the Association, officers, directors and committee members are obligated to maintain this duty of loyalty in all manner of activities during their terms of office. This duty of loyalty is not intended to, nor should it; discourage debate within board or committee meetings. Such debate is encouraged and is part of the individual’s responsibility in the deliberative process.

### **II. Confidentiality of Board Discussions**

In order to encourage and foster open and candid discussion at its meetings, the Board of Directors believes confidentiality must be maintained. Therefore, it is the policy of the Association that each director shall keep confidential any and all information relating to discussions at its meetings unless compelled by legal process to disclose such information, or as otherwise agreed by the board. While board members are free to discuss actions adopted by the board, disclosing any information concerning the discussion of such items during the board meeting is prohibited.

### **III. Fiduciary Obligations as to the Association’s Opportunities**

Finally, another fiduciary obligation prohibits an officer or director from seizing a “corporate opportunity” for his or her company’s benefit of his or her personal benefit. This means that such an individual may not take advantage of a business opportunity in which the officer or director knows the Association has a genuine interest and where such an association opportunity would be consistent with the Association’s purposes, mission and goals as a not-for-profit corporation. Further, if the officer or director becomes aware of such an opportunity, he or she is obliged to so inform the Association and allow the Association to act first.

### **IV. Participation in Deliberations and Actions**

In any case in which there is a question of loyalty, conflict of interest, or corporate opportunity raised, the officer or director shall not participate in the meeting for the entire time the matter is discussed and voted upon.

Each director, shall acknowledge receipt of the Policy, on the following form which also contains a statement that the officer or director will comply with the Policy and is currently unaware of any transaction in which he or she is involved which would constitute a conflict of interest as defined, and that should such a transaction arise, the officer or director will notify the Board or committee of the circumstances and act in accord with the Policy with respect to that transaction.

All members of the GSMAR Board of Directors, all staff, and all committee members shall sign a Conflict of Interest Covenant and Statement of Confidentiality.

## **V. Communication**

When an electronic vote is requested by the President, CEO or Committee Chairperson, Robert's Rules must apply to protect the association staff, volunteers and members of the Board of Directors.

All association businesses written/digital/virtual communications, including email messages and social media posts on the association's sites from the Board of Directors, Committees and Special Committees will be sent to the CEO , their designee or the assigned staff liaison to be distributed to the appropriate recipients.

**Never use "REPLY TO ALL"** unless requested by the original sender.

Everyone should always be cognizant that email is not secure and may be retrieved at any time in the future to be used in a court of law.

## **CONTRACTED PROFESSIONAL SERVICES**

Professional services will be requested only by the President, Executive Officer or a member designated by the Board. Professional services will be secured on a contract basis with provisions made for cancellation by either party after appropriate written notice, as specified in the contract. The contract will be subject to an annual review between the CEO , the President Elect, and the contractor by no less than sixty (60) days prior to the expiration of the contract. (added BOD 5/16/19)

Contractors will be selected upon approval of the Board and their decision will be final. Contracts will be awarded at the discretion of the Board with the submission of requests for bids. The Association will get three (3) bids when possible. At least once every three years, the Executive Committee will review professional services and make recommendations to the Board of Directors regarding proposed changes to these existing services, if any.

### **Association Attorney**

The Board of Directors will designate legal counsel to serve the needs of The Great Smoky Mountain Association of REALTORS®. Legal counsel may be requested to attend board meetings by request of a majority of the board members or at the mutual agreement of the Association President and the CEO.

Only the Association President, the CEO or their designee may contact legal counsel on behalf of the board. Costs billed to Great Smoky Mountain Association of REALTORS® and associated with individual board members contacting legal counsel, auditors or other professional consultants without specific authority from the board of directors, will be billed to the board member making the unauthorized contact.

### **Association Accountant**

Specific duties of the Association Accountant are to advise the Executive Officer, President, and Treasurer on an as needed basis upon matters relative to maintaining the Association's finances, and will be responsible for the preparation and punctual filing of state and federal tax forms.

## RECORD RETENTION SCHEDULE

### Accounting Records

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

### Association Corporate Records

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

### Employment Records

- Documents relating to job recruitment: advertising, job orders submitted to employment agencies, interviewing, testing, Hiring, training, demotions, promotions, Payoffs, discharges, and other personnel decisions (one year)
- Employee benefit plan documents (duration of plan)
- Garnishments/wage assignments (three years)
- Immigration I-9 forms [duration of employment plus one year, minimum of three years)
- Payroll records showing name, address, date of birth, occupation, rate of pay, and weekly compensation (three years)
- Personnel records (ten years after employment ends)

### Legal Documents

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

### MLS Documents

- Rules and regulations (permanently)
- MLS policies (permanently)
- Sold property information (99 months)
- Lockbox key agreements/leases (one year after agreement terminates)
- MLS service mark license agreements (permanently)
- Contracts (seven years after expiration)
- Subscription agreements (ten years after expiration)
- Participation agreements (ten years after expiration)

### **NAR/Association Documents**

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

## **CONFIDENTIAL INFORMATION AND COMMUNICATIONS POLICY**

### **Purpose**

The Great Smoky Mountain Association of REALTOR® (“GSMAR”), is involved from time to time in matters which are sensitive in nature and important to GSMAR, its employees and its members. The purpose of this policy is to set forth GSMAR’s policy with regard to Safeguarding Confidential Information.

### **Scope**

This policy applies to all officers, directors, employees of GSMAR, and any GSMAR members who serve on GSMAR committees (collectively, “Covered Persons,” and each a “Covered Person”). This policy is intended to reinforce the expectation and requirement that GSMAR’s confidential information will not be shared outside of GSMAR, except as expressly provided herein.

### **Definitions**

Confidential information - means any information or material that relates to GSMAR’s actual, prior or anticipated operations or research and development, including, but not limited to, in whole or in part: • Information concerning GSMAR’s unpublished studies; procedures; strategies; ideas; concepts; methods; improvements; research projects; and internal memoranda and correspondence; • Information concerning GSMAR’s operations, including, without limitation, names, locations, and contract information relating to vendors, suppliers, subcontractors, or other entities that provide/receive products or services to/from GSMAR; pricing; unpublished accounting and financial information; and employees’ names, addresses, home phone numbers, performance information, skills, compensation, or other personnel information;

- Any information disclosed or discussed in closed meetings of GSMAR’s Board of Directors or committees thereof concerning leadership succession planning for board members and officers and other personnel-related issues;
- Information concerning GSMAR’s members;
- Confidential or proprietary information provided to GSMAR by third parties which is subject to a duty on GSMAR’s part to maintain the confidentiality of such information and to use it only for certain limited purposes; or
- All other information not generally known to the public that, if misused or disclosed could reasonably be expected to adversely affect GSMAR or its members.

### **Responsibilities**

GSMAR’s President and CEO shall be Responsible for reviewing this policy with the Covered Persons and implementing this policy, with such reviews to occur on a periodic and as needed basis.

### **Implementation - GSMAR Information**

No Covered Person shall disclose or permit the disclosure of confidential Information to any third party, except as provided herein.

No Covered Person shall, nor shall any Covered Person permit anyone to, either directly or indirectly or through such Covered Person's acts or omissions, use the Confidential Information in any manner for such Covered Person's own purposes or for the benefit of anyone other than GSMAR, without prior written approval from the President and CEO in each individual instance.

No Covered Person shall remove, copy or duplicate anything containing Confidential Information except as authorized by the President and CEO or as required for the performance of Covered Person's regular job duties. Each Covered Person agrees to return to GSMAR any and all original and copies of notes, files, disks, records, software, documents, plans, media, and any other written, printed, electronic, tangible or intangible materials containing Confidential Information or otherwise pertaining to the Confidential Information, that such Covered Person possesses or controls, immediately upon the written request of GSMAR, or automatically upon such Covered Person's separation from GSMAR, whichever occurs first. By accepting employment with GSMAR or election or appointment as a GSMAR Officer or Director, as the case may be, each Covered Person acknowledges and agrees that all such items are exclusively the property of GSMAR.

In the event there is a written, proven breach of confidentiality after due process in front of the Board of Directors by committee members, committee chairs, and/or any member of the Board of Directors, he/she will be immediately removed from that position. (added BOD 7/18/19)

### **Third Party Information**

GSMAR may receive confidential or proprietary information from third parties (other than GSMAR members). Such information is often subject to a duty on GSMAR's part to maintain the confidentiality of such information and to use such information only for certain limited purposes.

Each Covered Person shall hold all such confidential or proprietary information in the strictest confidence and not disclose it to any person, firm, entity or corporation or use it except as necessary in carrying out such Covered Person's work for GSMAR consistent with GSMAR's agreement with such third party.

### **Member Information**

GSMAR may receive information from its members designated by the member disclosing such information as proprietary and/or confidential. Such information is often subject to a duty on GSMAR's part to maintain the confidentiality of such information, even from other members, and to use such information only for certain limited purposes.

Each Covered Person shall hold all such confidential or proprietary information in the strictest confidence and not disclose it to any other member, person, firm, entity or corporation or use it except as necessary in carrying out such Covered Person's work for GSMAR consistent with such member's directions.

### **Communications with the Media**

GSMAR has designated its President and CEO as the chief spokespersons for GSMAR. Other persons may be designated and authorized to act as spokespersons for GSMAR by the President and CEO. No other officers or employees of GSMAR are authorized to speak on behalf of GSMAR. Accordingly, unless a Covered Person has been expressly authorized to make a public disclosure, if Covered Persons receive an inquiry from a third party (whether a member of the media or other person) regarding GSMAR, a Covered Person must immediately refer the inquiry to the President and CEO or the Communication Director.

### **Reporting of Policy Violations**

Covered Persons are required to promptly report any known violation of this policy to the President and CEO .

### **Disciplinary Action**

Any Covered Person violating this policy shall be subject to appropriate disciplinary action, up to and including termination or removal from office, as applicable.

### **Questions**

Any questions regarding the applicability of this policy in general, or its applicability to the facts of a specific case, should be directed to the President and CEO .

### **WHISTLE-BLOWERS POLICY**

The Great Smoky Mountain Association of REALTORS® will investigate any possible fraudulent or unethical conduct by employees, Officers or Directors. Anyone found to have engaged in fraudulent or unethical conduct is subject to disciplinary action by the Great Smoky Mountain Association of REALTORS®, up to and including dismissal and civil or criminal prosecution when warranted.

All employees, Officers and Directors are encouraged to report either orally or in writing to their immediate supervisor, the President of the Board of Directors, the CEO , or to The National Whistleblower Center (hereinafter, The Network) ([www.whistleblowers.org](http://www.whistleblowers.org)) all evidence of activity by an employee, Officer or Director that may constitute;

- Instances of fraud;
- Unethical business conduct;
- A violation of State or Federal law; or
- Substantial and specific danger to the employee, Officer, Director or public's health and safety.

Supervisors or managers are required to report suspected fraudulent or unethical conduct to the President, the Board of Directors or the CEO .

### **Definitions**

**Baseless Allegation:** Allegations made with reckless disregard for their truth or falsity. People making such allegations, may be subject to disciplinary action and/or legal claims by individuals accused of such conduct.

**Fraudulent or Unethical Conduct:** A deliberate act or failure to act with the intention of obtaining an unauthorized benefit. Examples of such conduct include, but are not limited to:

- Forgery or alteration of documents;
- Unauthorized alteration or manipulation of computer files;
- Fraudulent financial reporting
- Pursuit of a benefit or advantage in violation of the GSMAR Code of Conduct Policy.
- Misappropriation or misuse of company resources, such as funds, supplies, computers, or other assets;
- Authorizing or receiving compensation for goods not received or services not performed; Authorizing or receiving compensation for hours not worked.

**Whistle-Blower:** An employee, Officer or Director who informs a supervisor, CEO , The Network or GSMAR President about an activity which that person believes to be fraudulent or unethical conduct.

**Rights and Responsibilities - Supervisors:** Supervisors are required to report suspected fraudulent or unethical conduct to the CEO or President. In addition, supervisors are responsible for maintaining a system of management controls, which detect and deter fraudulent or unethical conduct. Failure by a supervisor to establish management controls or report misconduct within the scope of this policy may result in adverse personnel action against the supervisor, up to and including dismissal. The Agency's Certified Public Accounting (CPA) office in conjunction with the Agency Administrator is available to assist management in establishing management systems and recognizing improper conduct. Reasonable care should be taken in dealing with suspected misconduct to avoid:

- Baseless allegations;
- Premature notice to persons suspected of misconduct and/or disclosure of suspected misconduct to others not involved with the investigation; Violations of a person's rights under law.

Accordingly, a supervisor faced with a suspected misconduct:

- Should not contact the person suspected to further investigate the matter or demand restitution;
- Should not discuss the case with anyone other than the Agency Administrator or the Agency's CPA office;
- Should direct all inquiries from any attorney retained by the suspected individual to the Agency Administrator;
- Should direct all inquiries from the media to the Agency Administrator.

**Employees/Officers/Directors:** Employees, Officers and Directors are responsible for reporting suspected fraud or unethical conduct to their supervisor or CEO . In instances where the employee, Officer or Director is not satisfied with the supervisor or CEO 's response, or is uncomfortable for any reason addressing such concerns to their supervisor or CEO , the employee, Officer or Director may report the allegation to The Network ([www.whistleblowers.org](http://www.whistleblowers.org)). The employee, Officer or Director may remain anonymous.

### **Whistle-Blower's Protection**

All employees, Officers and Directors are protected from retaliation for reporting such incidents as described above so long as the employee Officer or Director:

- Does not report a baseless allegation;
- Reports in good faith his/her belief that there is instances of fraud; Reports in good faith his/her belief of unethical business conduct;
- Reports in good faith the violation or suspected violation of a laws, rule or regulation; • Participates in or gives information in an investigation, hearing, court proceeding, legislative or other inquiry, or other administrative Review, or
- Objects to or refuses to carry out a directive that the employee, Officer or Director believes in good faith to violate a law, rule or regulation.

The Great Smoky Mountain Association of REALTORS® is forbidden from taking the following adverse action against an employee, Officer or Director for exercising the employee, Officer or Director's rights listed above:

Discharging the employee, Officer or Director; Threatening the employee, Officer or Director;  
Discriminating against the employee's employment or Officer or Director's position.

Discrimination against employment includes compensation, terms, conditions, location, rights, promotions or privileges. In addition, no employee, Officer or Director may be adversely affected because the employee, Officer or Director refused to carry out a directive, which, in fact, constitutes fraud or is a violation of State or Federal law.

### **Procedures**

The Great Smoky Mountain Association of REALTORS® shall conduct or direct the investigations of all suspected fraudulent or unethical conduct in consultation with such company officials as may be necessary or appropriate at the discretion of the CEO or President. Cases involving possible violations of criminal law will be investigated in cooperation with the company's Attorney.

If the company determines that fraudulent or unethical conduct occurred, the appropriate company official will initiate disciplinary action in a manner consistent with applicable company policy. If it is determined that fraud has not occurred, the company will explain to the person who reports the concern the reason for its determination and advise the person of any other available reporting channels.

The policy is intended to complement and supplement existing policies and legal requirements. No statement in this policy is intended to authorize, or to prohibit disciplinary and/or legal action against, a Great Smoky Mountain Association of REALTORS® employee, Officer or Director who knowingly discloses information recognized or designated as confidential under law. Where provisions exist elsewhere under law or company policy governing information disclosure rights and obligations, and/or retaliation relative to such disclosures, those shall apply in lieu of those contained in this policy.

### **CODE OF CONDUCT**

The Great Smoky Mountain Association of REALTORS® is committed to a policy of fair dealing and integrity in the conduct of all aspects of its business. This commitment is based on a fundamental belief in law, honesty and fairness. GSMAR expects its employees, Officers and Directors to share its commitment to high legal, ethical and moral standards.

The following Code of Conduct is mandatory and GSMAR expects full compliance by all of its employees, Officers and Directors under all circumstances. GSMAR will monitor compliance, and any violation of the Code of Conduct may result in disciplinary action that could include termination of employment.

#### **Conduct**

Any employee, Officer or Director who becomes aware of, or suspects, a contravention of the Code of Conduct, must promptly advise their supervisor, CEO or use the "Whistleblower" system. GSMAR and its employees, Officers and Directors must, at all times, comply with all applicable laws and regulations. GSMAR will not condone the activities of employees, Officers or Directors who achieve results through violation of the law or unethical business dealings. This includes any payments for illegal acts, indirect contributions, rebates and bribery. GSMAR does not permit any activity that fails to stand the closest possible public scrutiny.

All business conduct should be well above the minimum standards required by law. Accordingly, employees, Officers and Directors must ensure that their actions cannot be interpreted as being, in any way, in contravention of the laws and regulations governing GSMAR's operations.

Employees or officers uncertain about the application or interpretation of any legal requirements should refer the matter to the CEO , who, if necessary, should seek the advice of the organization's legal counsel.

### **General Employee, Officer and Director Conduct**

GSMAR Employees, Officers and Directors are held to a higher standard of professionalism.

Employees, Officers and Directors must not engage in sexual harassment, or conduct themselves in a way that could be construed as such, for example, by using inappropriate language. Employees should not keep or post inappropriate materials in their work area or access inappropriate materials on their computer.

GSMAR prohibits harassment of any kind, including but not limited to sexual harassment, personal harassment and/or bullying. GSMAR will take appropriate and immediate action in response to written complaints of violations of this policy. Violators of this policy will be subject to disciplinary measures up to and including termination of local membership, and also termination of staff employment. (added BOD 7/18/19)

### **Outside Activities, Employment and Directorships**

All employees, Officers and Directors share a serious responsibility for GSMAR's good public relations, especially at the community level. Their readiness to help with religious, charitable, educational and civic activities brings credit to GSMAR and is encouraged.

Employees, Officers and Directors must, however, avoid acquiring any business interest or participating in any other activity outside of GSMAR that would, or would appear to:

1. Create an excessive demand upon their time and attention, thus depriving the Organization of their best efforts on the job.
2. Create a conflict of interest — an obligation, interest or distraction — that may interfere with the independent exercise of judgment in GSMAR's best interest.
3. Individuals holding an officer's position in GSMAR shall not advertise their company at board meetings, functions, events, etc.

### **Relationships with Clients and Vendors**

Employees, Officers and Directors should avoid investing in or acquiring a financial interest for their own accounts in any business organization that has a contractual relationship with GSMAR or that provides goods or services, or both to GSMAR, if such investment or interest could influence or create the impression of influencing their decisions in the performance of their duties on behalf of GSMAR.

### **Gifts, Entertainment and Favors**

Employees, Officers and Directors must not accept entertainment, gifts or personal favors that could, in any way, influence, or appear to influence, business decisions in favor of any person or organization with whom or with which GSMAR has, or is likely to have, business dealings. Similarly, employees,

Officers and Directors must not accept any other preferential treatment under these circumstances because their position with GSMAR might be inclined to, or be perceived to, place them under obligation.

### **Kickbacks and Secret Commissions**

Regarding GSMAR's business activities, employees, Officers and Directors may not perceive payment or compensation of any kind, except as authorized under GSMAR's remuneration policies. In particular, GSMAR strictly prohibits the acceptance of kickbacks and secret commissions from suppliers or others.

Any breach of this rule will result in immediate termination and prosecution to the fullest extent of the law.

### **Funds and Other Assets**

Employees, Officers or Directors who have access to GSMAR funds in any form must follow the prescribed procedures for recording, handling and protecting money. GSMAR imposes strict standards to prevent fraud and dishonesty.

If Employees, Officers or Directors become aware of any evidence of theft, fraud or dishonesty, they should immediately advise their Supervisor, CEO or use the Whistleblower service so the matter can be promptly investigated.

When an employee, Officer or Director's position requires spending GSMAR's funds or incurring any reimbursable personal expenses, that individual must use good judgment on GSMAR's behalf to ensure that good value is received for every expenditure.

GSMAR's funds and all other assets of the organization are for organization purposes only and not personal benefit. This includes the personal use of GSMAR's assets such as computers and equipment.

### **Organization Records and Communications**

Accurate and reliable records of many kinds are necessary to meet GSMAR's legal and financial obligations and to manage the affairs of GSMAR. GSMAR's books and records must reflect in an accurate and timely manner all business transactions. The employees, Officers and Directors responsible for accounting and record-keeping must fully disclose and record all assets, liabilities, or both, and must exercise diligence in enforcing these requirements.

Employees, Officers and Directors must not make or engage in any false record or communication of any kind, whether internal or external, including but not limited to:

1. False expense, attendance, production, financial or similar reports and statements.
2. False advertising, deceptive marketing practices, other misleading representations.

## **Dealing with Outside People and Organizations**

Employees, Officers and Directors must take care to separate their personal roles from their Organization positions when communicating on matters not involving Organization business. Employees, Officers and Directors must not use Organization identification, stationery, supplies and equipment for personal or political matters.

When communicating publicly on matters that involve GSMAR business, employees, Officers and Directors must not presume to speak for GSMAR on any topic, unless they are certain that the views they express are those of the organization, and it is the organization's desire that such views be publicly disseminated.

When dealing with anyone outside GSMAR, including public officials, Employees, Officers and Directors must take care not to compromise the integrity or damage the reputation of either GSMAR, or any outside individual, business, or government body.

## **Prompt Communications**

In all matters relevant to customers, suppliers, government authorities, the public and others in the organization, all employees, Officers and Directors must make every effort to achieve complete, accurate and timely communications — responding promptly and courteously to all proper requests for information and to all complaints.

## **Privacy and Confidentiality**

When handling financial and personal information about customers or others with whom GSMAR has dealings, employees, Officers and Directors should observe the following principles:

1. Collect, use and retain only the personal information necessary for GSMAR's business. Whenever possible, obtain any relevant information directly from the person concerned. Use the only reputable and reliable sources to supplement this information.
2. Retain information only for as long as necessary or as required by law. Protect the physical security of this information.
3. Limit internal access to personal information to those with a legitimate business reason for seeking that information. Only use personal information for business purposes of the Association.

**GREAT SMOKY MOUNTAINS ASSOCIATION OF REALTORS**  
**MULTIPLE LISTING SERVICE (MLS)**  
**STANDARDS OF PRACTICE AND FINES**  
**Reviewed by the MLS Committee**  
**Approved by the Board of Directors**  
**Effective August 1, 2022**

**Standards of Practice Section 1:**

**Inputting Listings**

All agents included on the listing agreement must be members of the MLS. Non-members of the MLS are not allowed to list or co-list.

The listing date and marketing date are different. You may use the marketing date for your listing date in order to obtain pictures, etc.

Listings may not be input in the MLS as pending; all listings must be input as active. The Association may review all listing agreements.

Members of GSMAR's MLS may co-list with other members of GSMAR's MLS outside of their company, however the listing can only be entered into the MLS one time.

**Duplicated Listings**

Listing can be listed in Commercial and Residential if the property is zoned Commercial. Listings can be listed in Residential and Land/Acreage, if the property can be sold separately or subdivided.

Residential Properties with AUD's may also be entered in Multi-Family.

No other duplications are allowed. Any Properties listed multiple times can only be closed in one Class and the other must be withdrawn once closed.

**Property Type**

If the property type is incorrect, it must be changed within one (1) business day.

**Condominium**

Condominiums must be listed as condominiums, not single family.

**Remarks and Directions**

Remarks and Directions fields shall not include firm names, agent names, telephone numbers, bonus/commission statements, rental company name, rental company phone number, owner/agent and any and all URL's, or any references to owner condition (i.e., divorce, estate, out of state). These types of information must be entered in the designated data field or in the Addendum. Specific directions to the property must be written out in the Directions field..

### **One-Party Listings**

One-party listings are entered in the MLS as Sold before Listed after closing. When using the Agreement to Show Property, the listing date is the first date in the Authorization Period. The termination date is the last date in the Authorization Period.

### **Photos**

Over use of Photoshop is prohibited.

When drone and/or aerial photography is used, specify such in public remarks.

Agents cannot remove photos once the listing is off market.

There will be no branding on signs or virtual tours for the agent or company in the MLS. A sign can be blurred using photoshop.

The primary picture of a listing must be a ground level exterior view of the home or business. In the case of lots it may be an aerial view with the addition of at least two (2) street shots. Use of a collage (one photo with multiple images) as a primary photo is prohibited. Tax maps or plot images are not allowed to be used as a primary photo. In the case of condominiums, it is **suggested** that agents use the complex, not a specific door. The intent of this rule is that the agent is insured they are at the correct location.

Sold before listed or any listing entered regardless of status requires a primary photo.

**NOTE: Use of another agent's photos without permission is a copyright violation.**

### **Login**

Sharing login information to the MLS system is prohibited.

### **Cooperation**

MLS participants and subscribers are prohibited from allowing expired listings to be still active in MLS without the seller's permission.

### **Misrepresentation**

Any misrepresentation of a property is prohibited.

### **First Right of Refusal**

Listing may remain active but First Right of Refusal must be stated in the first line of the Addendum and Remarks.

### **Bedroom**

Number of bedrooms can be no more than the septic approval. If no septic approval is available, see Bedroom Definition below. Further, extra rooms cannot be referred to as bedrooms in the remarks.

### **Bedroom Definition**

Bedrooms are defined as no pass-through rooms, 2 egresses, lofts allowed if disclosed.

### **Availability**

Overnight rentals are shown based on availability; otherwise, properties should be available to be shown within reason and according to seller instructions. Repeated requests of the inability to show will come before the MLS Committee for possible sanctions. Virtual showings only are not enough to be considered “available to show.”

### **Owner’s Name**

The owner’s name of record must be in the owner’s name field. Use of “withheld” or “Owner of Record” may not be used. In the case of owner/agent, “o/a” should follow the name.

### **Associated Documents**

All residential listings and multi-family listings are required to have Confirmation of Agency and either Property Disclosure or Exemption uploaded to Associated Documents as well as the current septic permit provided by the State or Local Environmental Health Department and the TN SSDS form at the time the listing is created. Land listings require Confirmation of Agency only. Pre-construction requires a current septic permit provided by the Environmental Health Department as well as the SSDS and Confirmation of Agency.

As long as foreclosure is marked in the miscellaneous features, no associated documents are needed. HUD listed properties are exempt.

Preconstruction does not require Property Exemption. However, If the foundation of the property was in place prior to the current preconstruction, that must be disclosed in the remarks.

### **Acreage**

Acreage is a required field. The only time acreage is not required is if the property is listed as a Condominium or if the listing is checked “yes” in the PUD field.

### **Long-Term Rentals**

When a long-term rental has been leased, the broker will withdraw the listing within two (2) business days to avoid interference with comps. If the listing is not withdrawn by the broker, the staff will withdraw the listing from MLS.

### **Signage**

The sign must be removed from “Temporarily off Market” properties to comply with the Clear Cooperation Policy or a rider that says “Temporarily off Market” must be attached to the sign.

### **Virtual Staging**

Virtual staging will be allowed in vacant or new construction homes only and will include only furniture, rugs and wall art (appliances are NOT furniture). Each photo must be identified as virtually staged.

### **Bereavement Policy**

Upon the death of an immediate family member (defined as spouse, parent, parents-in-law, grandparents or children) the member will receive passes on MLS violations two weeks before to four weeks after the date of death. If it is discovered that fraudulent information was given to the Association, the member could be subject to suspension or termination. Documentation via email or letter to the Association Executive must list the deceased person's name, relationship to member, date of death, MLS#'s and the action requested for each MLS# within the time frames mentioned above.

### **Miscellaneous**

GSMAR can request signed paperwork from agents, i.e., listing contracts, etc., to ensure compliance with Multiple Listing Service. All requested documents must be sent to the association within one (1) business day of request.

Listing agents must send any listing documents to the Association where the seller has opted out of the MLS within one (1) business day of signed agreement. If the seller opts out, the seller must stay out. The listing cannot be added for comp purposes. Statistics for company reporting may not be placed into MLS unless originally placed there.

If a house has been renovated, the original build date must be used in MLS. However, the remodel date may be mentioned in the remarks.

Put names and numbers **OR** email addresses regarding HOA's in MLS within three (3) business days of notification.

### **Self-Reporting**

Agents that report a violation they have made in writing before the MLS staff or another agent reports it will not be fined for that MLS number.

### **Fines Section 1:**

There are no monetary fines associated with Section 1 of the Standards. Unless otherwise stated, the listing agent will have one (1) business day to make the correction after notification by staff in writing using the email address currently on file at the Association. On the close of the one (1) business day, staff will withdraw the listing from the MLS unless the changes are made. Designated Brokers are copied on all correspondence to listing agent.

### **Standards of Practice Section 2:**

#### **Status Change (from Active to Pending or Pending to Sold)**

Status Changes must be made within three (3) business days.

### **Inputting Listings**

All **Non- Residential Properties** to be listed in MLS must be delivered within seven (7) business days of the start of the listing period as stated in the Listing Term section of your listing agreement.

### **Fines Section 2:**

On a yearly basis, beginning August 1, 2021, fines are structured collectively as follows: (NAR's Clear Cooperation Policy is addressed separately)

- a. 1st Offense – warning
- b. 2<sup>nd</sup> Offense - \$100 to agent only
- c. 3<sup>rd</sup> Offense - \$250 to agent only
- d. 4<sup>th</sup> Offense – 30-day suspension to the agent

On any fine levied, if the fine is not paid in thirty (30) days, an additional One Hundred (\$100) Dollars will be assessed. If the balance is unpaid after sixty (60) days, access to MLS will be removed.

### **Standards of Practice Section 3:**

#### **NAR's Clear Cooperation Policy**

##### *Section 1.01 – Clear Cooperation*

Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. (Adopted 11/19)

Note: Exclusive listing information for required property types must be filed and distributed to other MLS Participants for cooperation under the Clear Cooperation Policy. This applies to listings filed under Section 1 and listings exempt from distribution under Section 1.3 of the NAR model MLS rules if it is being publicly marketed, and any other situation where the listing broker is publicly marketing an exclusive listing that is required to be filed with the service and is not currently available to other MLS Participants.

### *Section 1.3 Exempt Listings*

*If the seller refuses to permit the listing to be disseminated by the service, the participant may then take the listing (office exclusive) and such listing shall be filed with the service but not disseminated to the participants. Filing of the listing should be accompanied by certification signed by the seller that he does not desire the listing to be disseminated by the service.*

*Note 1: Section 1.3 is not required if the service does not require all (indicate type[s] of listing[s] accepted by the service) listings to be submitted by a participant to the service.*

***Note 2: MLS Participants must distribute exempt listings within (1) one business day once the listing is publicly marketed. See Section 1.01, Clear Cooperation.***

### **Fines Section 3:**

On an annual basis, beginning August 1, 2021, fines are structured for the NAR's Clear Cooperation Policy as follows:

- a. 1st Offense – warning
- b. 2<sup>nd</sup> Offense - \$100 to agent only
- c. 3<sup>rd</sup> Offense - \$250 to agent only
- d. 4<sup>th</sup> Offense – 30-day suspension to the agent
- e. The Clear Cooperation Policy applies to Residential listings only
- f. If a seller refuses to permit a listing to be disseminated by the MLS service, the participant may then take an “Office Exclusive Listing” and such listing shall be filed with the MLS but not disseminated to the Participants. Filing of the listing should be accompanied by certification signed by the seller that he does desire the listing to be disseminated by the MLS service. Office Exclusive listings may no longer be entered into the MLS after the listing has closed

### **Fines Section 4:**

**The following are Penalties if Compensation is offered anywhere in the MLS (added 8/1/2024)**

- First Offense-The listing will be withdrawn by MLS staff and will remain withdrawn until it is corrected.
- Second Offense-\$1000.00 fine to the listing agent; and \$1000.00 to the Broker, listing will be removed until corrected, and the Broker will be required to check all listings for compliance.
- Third Offense-Listing Agent shall be suspended from the MLS for 30 days, Broker fined \$2500.00, and the Listing agent fined \$2500.00.

**Fines Section 5**

1. Wholesale listings prohibited-
  - First Violation \$500 to the agent \$500 to the Broker
  - Second Violation-\$1000 to the agent- \$1000 to the Broker-\$2000 if the Broker is the listing agent
  - Third Violation-Listing agent to appear before the MLS committee with possible sanctions.

## **DESIGNATED REALTOR® MEMBERSHIP**

### **APPLICATION PROCESS**

1. File Application signed by applicant pledging his/her intention to abide by the Bylaws, Policies & Procedures and MLS Rules and Regulations of the GREAT SMOKY MOUNTAINS ASSOCIATION of REALTORS®, the Tennessee REALTORS® and the National Association of REALTORS®.
2. Pay the prescribed Dues and Application Fees.
3. Application fees are non-refundable and non-transferable; unless the applicant is denied membership, in which case the dues and fees will be returned.
4. Attend the New Member Orientation Program within two (2) offerings. If not attended within the allotted time membership will be inactivated unless extension is granted by the Board of Directors.

This will be waived if applicant has previously attended GSMAR orientation.

5. The Applicant for membership will be presented to the Board of Directors for review. 6. After receipt of completed application and prior to scheduled installation, GSMAR will supply each applicant with a packet of information to include but not be limited to a copy of the GSMAR Bylaws, Policies & Procedures, MLS Rules & Regulations and Code of Ethics. The Association has the option of providing the above information in a digital format.

### **MEMBERSHIP REQUIREMENTS**

1. Be actively engaged in the real estate business or its recognized branches with a valid real estate or appraisal license.
2. Maintain a place of business in compliance with local zoning regulations.

### **REALTOR® MEMBERSHIP APPLICATION PROCESS**

1. File Application, signed by Designated REALTOR®. A new licensee employed by or Supporting Partners with a DESIGNATED REALTOR® shall be required to complete the Application process within ten (10) days after the license is placed with the Designated REALTOR®.
2. Pay prescribed Dues.
3. Attend the New Member Orientation Program within 2 offerings. If not attended within the allotted time membership will be inactivated unless extension is granted by the Board of Directors. This will be waived if applicant has previously attended GSMAR orientation.
4. The Applicant for membership will be presented to the Board of Directors for review. 5. After receipt of completed application and prior to scheduled installation, GSMAR will supply each applicant with a packet of information to include but not be limited to a copy of the GSMAR Bylaws, Policies & Procedures, MLS Rules & Regulations and Code of Ethics. The Association has the option of providing the above information in a digital format.

### **MEMBERSHIP REQUIREMENTS**

1. Be actively engaged in the real estate business or its recognized branches with a valid real estate or appraisal license.
2. Be employed by or Supporting partners with a DESIGNATED REALTOR®.
3. After receipt of completed application and prior to scheduled installation, GSMAR will supply each applicant with a packet of information to include but not be limited to a copy of the GSMAR Bylaws, Policies & Procedures, MLS Rules & Regulations and Code of Ethics. The Association has the option of providing the above information in a digital format.

## **REINSTATEMENT POLICY FOR DESIGNATED REALTORS® AND REALTOR® MEMBERS**

1. REALTORS® who were current in their obligations to the Association when they resigned may be considered for reinstatement, pending verification of an active license, within ninety (90) days or less without being charged application fees again. If the member resigns in one fiscal year and returns the next fiscal year, the member will be required to pay annual dues in full. After ninety (90) days all application fees will be charged.

## **PRIMARY MEMBER TRANSFERS/FEE/FINES**

1. Designated REALTORS® are required to notify the Association, in writing, regarding any changes in their real estate firm or in the status of their licensees within ten (10) days of change. This includes new licensees affiliating with the firm, licensees leaving the firm, and any changes in the Principal Broker.
2. Primary with GSMAR -> TREC 1 & a \$20.00 Transfer Fee to GSMAR.
3. Secondary with GSMAR -> TREC 1 & a \$20.00 Transfer Fee to GSMAR & give notice of Board of Choice as Primary.
4. MLS Participant with GSMAR -> TREC 1 & a \$20.00 Transfer Fee to GSMAR & Join New Brokers Primary or Secondary Board as Primary.
5. Not signed up with GSMAR -> Join New Brokers Primary or Secondary Board as Primary  
\*Agent will not have GSMAR MLS access.
6. If the Designated REALTOR® does not notify the Association within ten (10) days of a licensee's status change, the Designated REALTOR® is subject to a non-compliance fine of \$ 100.00.
7. The Designated REALTOR® (MLS Participant) will be assessed a \$100 late fee per subscriber if subscriber fees are not paid or MLS waivers for each delinquent subscriber have not been submitted thirty (30) days after the due date.

## **TRANSFER OF LISTINGS WITHIN MLS BY STAFF**

TREC 1, The GSMAR \$ 20.00 Transfer Fee, Previous Broker and New Broker email or letter must be received before the transfer can be processed.

The Previous Broker and the New Broker must email [josh@gsmar.com](mailto:josh@gsmar.com) from their email address with a list that includes at least the MLS #'s and the address of each listing and verbiage that states - Please transfer these listings either into or out of my firm whichever is applicable accompanied with the agent's TREC 1. *If you want listings transferred, they must all be done at one time.* If an additional listing gets released from the previous broker at a later time then the previous broker will need to withdraw the listing and the new broker will need to re-enter the listing. (BOD Approved 03/15/18)

\* GSMAR reserves the right to ask for a copy of any paperwork associated with these listings.

## **REALTOR® DUES**

1. Membership Dues will be pro-rated on a monthly basis, application fees are not pro-rated.
2. After membership approval by the Board of Directors, REALTOR® dues and MLS Fees are non refundable.
3. Annual REALTOR® membership dues are billed by July 1 and are due and payable upon receipt. Annual REALTOR® membership dues are considered delinquent if they are not paid by August 1. The Designated REALTOR® is always responsible for the licensees Supporting Partners with the firm and the payment of any dues and fees to the Association. A Board of Choice notice from another Association  
will exempt the member from being added to the Designated REALTORS®' dues.
4. REALTOR® Members teaching the orientation program will have their local dues, for the

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following year, waived if the member taught all six New Member Orientations. Dues may be prorated for the number of sessions taught.

5. Military Service: Upon request by a member or firm, local association dues will be waived for any member serving on “active duty” in any branch of the military. Appropriate requests will be made by the Executive Officer to Tennessee REALTORS® and the National Association of REALTORS® for respective dues waivers.

**MLS FEES**

1. Multiple Listing Service fees are billed in October and are due and payable upon receipt.
2. If MLS fees are not paid by November 1, the member will be assessed a \$100 late fee. If MLS fees are not paid by December 1, the member’s access to the MLS Service shall be terminated, but can be re-activated with a \$100 late fee and a \$100 reactivation fee along with fees.
3. If a participant has been inactive for more than one (1) year, he/she will be charged application fee and current pro-ration of MLS fees.



## **Great Smoky Mountains Association of REALTORS®**

1109 Glennhill Lane, Sevierville, TN 37862

(865) 453-1248 Fax (865) 453-9456

Gsmar.org

### **WELCOME!**

**As a member or new member of GSMAR, you are receiving many tangible and intangible member benefits.**

**The following are just a few:**

#### **The Tangible...**

1. Multiple Listing Service
2. Free lockboxes
3. Reciprocal agreement with LAAR's MLS
4. CRS tax data base
5. Access to Forewarn
6. A private Facebook page for members only
7. Free education, unless a royalty fee is charged (in 2019 we had over 150 hours of CE)
8. A strong Supporting Partner program to sponsor education events, reducing education costs to the members
9. A bi-monthly Membership Breakfast to help members stay informed of current items/trends
10. A bi-monthly Broker Breakfast to help brokers stay informed of current items/trends as well as the ask.bob forum
11. A YPN Chapter that is free to members; YPN events are free as well
12. A web site ([www.gsmar.org](http://www.gsmar.org)) that has current consumer and agent information
13. A monthly newsletter with current and pertinent information for our members
14. A strong RPAC committee which, over the last three years, has consistently gone considerably over goal, enabling GSMAR to support local candidates who support REALTOR® concerns
15. A two-day New Member Orientation which includes some continuing education as well

#### **And the Intangible...**

1. A conscientious Board of Directors who provides examples of professionalism, vision, structure, knowledge and mentoring
2. As a REALTOR® versus a real estate agent, you abide by a Code of Ethics and are held to a higher standard of practice for your consumers
3. As a REALTOR®, you have opportunities for leadership
4. As a REALTOR®, you have opportunities for networking
5. As a REALTOR®, you have unlimited opportunities for daily education through NAR (Added by BOD May 21, 2020).

### **Supporting Partner MEMBERS**

1. Supporting Partner Members shall be real estate owners and other individuals or firms who, while not engaged in the real estate profession have real estate related business interests and support the objectives of the GREAT SMOKY MOUNTAINS ASSOCIATION OF REALTORS®. Some of these include attorneys, title and insurance companies, lenders, builders, pest control companies, home inspectors and banking and financial services.
2. Supporting Partner must be a member in good standing in order to sponsor an Association event.
3. Only Home Inspectors, Appraisers, and Pest Inspectors who are licensed with the state will be permitted to have a MLS Supra eKey.
4. Supporting Partner Members are permitted to serve on the following committees or task forces: Awards, Christmas Party, Community Involvement, Cultural Diversity, Education, Fundraising, REALTOR® Center, Scholarship. Supporting Partner Members may not be a Chair or Vice Chair of a Committee.
5. Supporting Partner Members shall supply GSMAR with the name and contact information of a "Designated Representative". An Supporting Partner Member may bring no more than two (2) business associates other than the Designated Representative to meetings and events, unless they are a paying sponsor for the meeting or event.
6. Dues for Supporting Partner Members will be billed on January 1 and due and payable by February 1 to be pro-rated in their first year on a quarterly basis.
7. Supporting Partner Members receive
  - a. Networking with hundreds of REALTORS® and other Supporting Partner Members.
  - b. Open invitation to attend general membership meetings.
  - c. Exposure opportunities on GSMAR website and onsite screen advertising.
  - d. Advertising and sponsorship opportunities at meetings and special functions.
  - e. A state-of-the-art facility to use for business or other special events subject to usage policy.
8. Supporting Partner Members are permitted to take educational offerings at the same fee structure as REALTOR® Members. Unless licensed as a TREC recognized real estate agent no continuing education hours will be awarded. When seating is limited preference will be given to REALTOR® Members, prompting some Supporting Partner Members to be bumped from attending. Any applicable fees will be refunded.
9. Supporting Partners may have the continued use of the membership list when requested as long as there is an opt-out clause (Added 11/21/19 by BOD)

### **UNLICENSED ASSISTANTS**

1. Unlicensed Assistants are office staff who do not hold a real estate or appraisers license in Tennessee or any other state. They provide support to the primary activities or operation of licensed real estate firms, principal brokers and/or agents. They are held to the requirements and guidelines as set forth by the Tennessee Real Estate Commission for Unlicensed Assistant.
2. A real estate firm may have two Unlicensed Assistants with individual access to the MLS for each person. Just as with traditional licensed REALTOR® members, Unlicensed Assistants may not share their login information with anyone.
3. Principal Brokers are required to pay an annual access fee, for each Unlicensed Assistant utilizing access to the MLS, as set forth on the dues and fees documents.
4. Unlicensed assistants are required to attend the MLS portion of the New Member Orientation within ninety (90) days of gaining access to the MLS. In the event the Unlicensed Assistant does not attend the MLS portion of New Member Orientation within the time frame, without an acceptable excuse, access will be terminated and an additional access fee will be charged.
5. Upon the departure of an Unlicensed Assistant from their office, Principal Brokers shall notify the Association of such within twenty-four (24) hours. (entire section added by BOD 7/18/19)
6. Education for Unlicensed Assistants: Unlicensed assistants will complete Paragon Academy online or attend the MLS portion of New Member Orientation. Upon notification of completion of either class, the

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The association will award a certificate stating the same. Any Unlicensed Assistant can attend any free education offering if the class is not full. The Code of Ethics is specifically suggested as a course that would be beneficial. (Added by BOD May 21, 2020)

**APPRAISER MEMBERS**

Individuals who are actively engaged in the real estate profession other than as sole proprietors, partners, corporate officers, or ranch office managers, in order to qualify for REALTOR® membership, shall at the time of application be associated either as an employee or as an independent contractor with a designated REALTOR® member of the Association or a designated REALTOR® member of another Association (if a secondary member) and must maintain a current, valid real estate broker's or salesperson's license or be licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, has no record of official sanctions involving unprofessional conduct, shall complete a course of instruction covering the Bylaws and rules and regulations of the Association, the Bylaws of the State Association, and the Constitution and Bylaws and Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS®, and shall pass such reasonable and nondiscriminatory written examinations thereon as may be required by the membership committee, and shall agree in writing that if elected to membership he/she will abide by such Constitution, Bylaws, rules and regulations, and the Code of Ethics (added by BOD 7/10/19)

Appraisers are allowed Switcher (added by BOD 011719)

Appraisers to be Level 3 in Paragon (added by BOD 2018)

**SECONDARY MEMBERS**

Primary and Secondary REALTOR® Members. An individual is a primary member if the Association pays State and National dues based on such Member. An individual is a secondary Member if state and National dues are remitted through another Association. One of the principals in a real estate firm must be a Designated REALTOR® member of the Association in order for licensees Supporting partners with the firm to select the Association as their "primary" Association. (BOD 7/10/19)

Secondary members must attend the complete New Member Orientation in its entirety (BOD 011719)

## **SUPRA EKEY RULES AND PROCEDURES**

The SUPRA eKEY and IBox System shall be an activity of the Great Smoky Mountains Association of REALTORS®. SUPRA eKEY shall be leased from the Great Smoky Mountains Association of REALTORS® per the SUPRA eKEY Lease Agreement provided by the Great Smoky Mountains Association of REALTORS®. Participants (Participant being the Principal Broker of each eligible firm) may lease IBoxes from the Great Smoky Mountains Association of REALTORS® per the SUPRA IBox Lease Agreement provided by the Great Smoky Mountains Association of REALTORS®, subject to the Participant's execution of the SUPRA eKEY Lease Agreement.

**Eligibility.** Primary member, out of area secondary members, non-principal broker, sales licensee, licensed, registered or certified appraiser, and approved Supporting Partners shall be eligible to hold a SUPRA eKEY, subject to their execution of a SUPRA eKEY Lease Agreement with the Great Smoky Mountains Association of REALTORS®. Use of the SUPRA eKEY and IBox System is entirely voluntary for MLS members and Sellers. The SUPRA eKEY Lease Agreement shall be signed by the Keyholder and by the principal broker participant of the Keyholder's firm.

If designated REALTOR® is MLS only, then any agent who is also MLS only may have eKey privileges as long as the yearly eKey fees are paid (added by BOD 050620)

**Administration.** The SUPRA eKEY and IBox System shall be under the supervision of the MLS Committee. The MLS Committee shall draw and the Board of Directors shall adopt written reasonable and appropriate Rules and Procedures for the use of the SUPRA eKEY and IBox System, which may include appropriate fines and remedies. The term SUPRA eKEY and IBox System may be used interchangeably with the term **SUPRA Lock Box System**. All Keyholders shall agree, as a condition of the SUPRA eKEY Lease Agreement, to be bound by the rules and procedures governing the operation of the SUPRA eKEY and IBox System. Any noncompliance not specifically addressed in the Rules and Procedures will be handled under Section 7, Compliance with Rules in the MLS Rules of the Great Smoky Mountains Association of REALTORS®.

The Great Smoky Mountains Association of REALTORS® shall maintain records as to SUPRA eKEY access and SUPRA IBoxes issued and in inventory. There shall be an annual audit of all SUPRA eKEY. An inventory by receipt of a statement signed by the Participant, attesting that the SUPRA eKEY is in the possession of the Participant or his/ her subscribers.

- a. If an inventory is taken annually, or during a spot check, and a Keyholder refuses or is unable to produce a SUPRA eKEY access within their control, then the SUPRA eKEY access will be considered unaccounted.
- b. Association staff may conduct a spot audit at any time to insure proper control of a SUPRA eKEY access by a Keyholder. The SUPRA eKEY access must be in the possession of the Keyholder and must be shown at the time of the spot audit.
- c. A SUPRA IBox audit will be performed upon the request of the MLS Committee and approval of the Board of Directors.

**Obligations:** The Great Smoky Mountains Association of REALTORS® shall charge Keyholders and their co-signatories with the joint obligation of immediately reporting lost, stolen or otherwise unaccountable SUPRA eKEY and SUPRA IBoxes to the Great Smoky Mountains Association of REALTORS®. Upon receipt of notice, the Board of Directors shall take any steps deemed necessary to re-secure the system.

**Default:** If lessee fails to observe, keep or perform any provision of the Lease Agreement as to the SUPRA eKEY or IBox system required to be observed, kept or performed by lessee, lessor shall have the

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right to exercise any one or more of the following remedies:

- a. To take possession of the SUPRA eKEY access with or without demand or notice, wherever it may be located, and with or without any court order or other process of law, Lessee hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute termination of the SUPRA eKEY Lease Agreement and/or SUPRA IBox Lease Agreement as to any or all items unless lessor expressly so notifies lessee in writing.
- b. To assess a minimum fine of \$500.00.
- c. To terminate the Lease Agreement as to the SUPRA eKEY or SUPRA IBoxes.
- d. To pursue any other remedy at law or in equity. Any such remedies are cumulative and may be exercised concurrently or separately.

**Noncompliance with Rules:** For failure to pay any services charges or fees as of the date due, all SUPRA eKEY access shall be suspended and remain suspended until all service charges or fees are paid in full provided that 10 days notice has been given.

The Association/MLS service may refuse to lease SUPRA eKEY, may terminate existing SUPRA eKEY Lease Agreements, and may refuse to activate or reactivate any SUPRA eKEY held by an individual convicted of a felony or misdemeanor, if the crime in the determination of the Association relates to the real estate business or put clients, customers, or other real estate professionals at risk. Factors that can be considered in making such determination include, but are not limited to:

- a. The nature and seriousness of the crime.
- b. The relationship of the crime for the purposes for limiting SUPRA IBox accesses.
- c. The extent to which access (or continued access) might afford opportunities to engage in similar criminal activity.
- d. The extent and nature of past criminal activity.
- e. Time since criminal activity was engaged in.

**Update Code:** Update codes for SUPRA eKEY shall be issued only to Keyholders in good standing with the MLS and/or Association and who are in compliance with these Rules, or the SUPRA eKEY Lease Agreement, the SUPRA IBox Lease Agreement, the MLS rules, or any other policies of the Great Smoky Mountains Association of REALTORS®. The SUPRA eKEY expires every thirty (30) days prohibiting use of the SUPRA eKEY until a new current update code is obtained from SUPRA.

**Termination of SUPRA eKEY service:** A Keyholder may terminate the SUPRA eKEY Lease Agreement at any time by paying any delinquent fees and returning the SUPRA eKEY to the Association office. All SUPRA IBoxes must be returned to the Participant. The Keyholder, for the use of the SUPRA eKEY and IBox System shall forfeit any previously paid unused portion of any fee.

**Acknowledgement:** Keyholder acknowledges that neither the SUPRA IBoxes, nor the SUPRA eKEY, nor any other SUPRA product used in connection with the SUPRA eKEY and IBox System is a security system. This SUPRA eKEY and IBox System is a marketing convenience and key control system, and as such, any loss of SUPRA eKEY or disclosure of PIN's compromises the integrity of the SUPRA eKEY and IBox System. Keyholders shall use best efforts to ensure the confidentiality and integrity of ALL components of the SUPRA eKEY and IBox System. Neither SUPRA nor the Great Smoky Mountains Association of REALTORS® shall be liable for any lost business or direct, incidental, or consequential damages or any other claim arising out of or relating to the use or inability to use the SUPRA eKEY and IBox System for any reason whatsoever.

**Access by unauthorized persons:** In no event may the SUPRA eKEY for SUPRA eKEY and IBox System be utilized by anyone not eligible for access to the MLS, or authorized by the MLS Committee and the Board of Directors of the Great Smoky Mountains Association of REALTORS®. Noncompliance of this rule will result in a maximum fine of \$1,000.00 paid by the unauthorized user.

**Safety of shackle codes:** Participants and Subscribers are responsible for safeguarding the shackle codes

of SUPRA IBoxes to prevent theft.

**Remedies for breach of rules:** If the Keyholder breaches these Rules and Procedures or the Rules of the SUPRA eKEY or IBox System, the MLS Committee or Board of Directors of the Great Smoky Mountains Association of REALTORS® may (a) deactivate the SUPRA eKEY; (b) take legal action against the Keyholder to recover all damages incurred by SUPRA or Great Smoky Mountains Association of REALTORS® resulting from such default and/or improper use of the SUPRA eKEY; (c) demand the return of all SUPRA eKEY; and/or (d) pursue any other remedy at law or in equity. A minimum fine of \$500.00 will be assessed against the Keyholder. Any claim or dispute however arising out of the SUPRA eKEY Lease Agreement shall be resolved solely by arbitration. In the event there is any disagreement on the selection of the arbitrator, a presiding judge in Sevier County, TN, shall choose the arbitrator. The prevailing party shall be entitled to recover any fees of the arbitrator, reasonable attorney's fees, costs and expenses of the arbitration.

**SUPRA eKEY Lease Agreement Responsibilities:** The SUPRA eKEY Lease Agreement shall state the responsibilities and shall incorporate by reference any applicable rules or other governing provisions of the MLS that relates to the operation of the SUPRA eKEY and IBox System.

**Discretion of Board of Directors:** All issuing fees, recurring fees, other administrative costs, or rules and procedures shall be established by the Board of Directors and may be changed at their discretion.

**Modification by Board of Directors:** The Board of Directors may at any time modify or cancel the SUPRA eKEY or SUPRA eKEY and IBox System with 60 days notice to the Keyholders; at the end of 60 days, all SUPRA eKEY must be returned or the SUPRA eKEY will be deactivated.

**Purpose:** A SUPRA eKEY and IBox System is a means by which authorized MLS Participants place SUPRA IBoxes on a listed property, and lease SUPRA eKEY to access the SUPRA IBoxes.

**Access Numbers:** The Great Smoky Mountains Association of REALTORS® will issue SUPRA eKEY and access numbers to Keyholders. In order to enhance the integrity and security of the system, Access Numbers will be known only to the Great Smoky Mountains Association of REALTORS® and the Keyholder to whom they are assigned. Each Keyholder and his or her Participant will be required to sign a SUPRA eKEY Lease Agreement. Participant agrees to be bound by and comply with all terms and conditions of the SUPRA eKEY Lease Agreement signed by each licensee employed by or Supporting Partners with a Participant. This applies to authorized Supporting Partner members or authorized personal assistant Keyholders as well.

**Liability:** Participant acknowledges and accepts joint and several liability with any licensee Supporting Partners with the Participant for any noncompliance with either the provisions of this agreement or any SUPRA eKEY Lease Agreement executed.

**Keyholders leaving the business:** Any Keyholder leaving the real estate business or discontinuing their membership in the Great Smoky Mountains Association of REALTORS® MLS must return their used SUPRA eKEY in working order to either the Association Office or the Participant Office. SUPRA IBoxes are returned to the Participant office. SUPRA eKEY must be returned within five (5) business days following the Keyholders discontinuation of membership.

**Recall/Repossess:** Keyholder acknowledges that title and ownership of the SUPRA eKEY and the SUPRA IBoxes are the sole property of SUPRA or the Great Smoky Mountains Association of REALTORS®, and that SUPRA or the Great Smoky Mountains Association of REALTORS® reserves the right to recall or repossess SUPRA eKEY or SUPRA IBoxes for any reason. In the event of a recall or repossession, SUPRA IBoxes and /or SUPRA eKEY must be returned to the Great Smoky Mountains

Association of REALTORS® within five (5) business days.

**Participant's Default:**

- A. Great Smoky Mountains Association of REALTORS® shall have the option to terminate the Participant's rights under these Rules and Procedures for default. Likewise, if the Participant defaults under the separate SUPRA eKEY or IBox Rules, the Great Smoky Mountains Association of REALTORS® can terminate the Participant's rights.
- B. Participant agrees to return all SUPRA eKEY Access and other information concerning the SUPRA eKEY and IBox System in the possession of the Participant or any licensee employed by or Supporting Partners with the Participant to the Great Smoky Mountains Association of REALTORS® immediately upon default, or upon demand by Great Smoky Mountains Association of REALTORS®.
- C. If Participant fails to return all SUPRA eKEY Access, and/or products to the SUPRA eKEY and IBox System to the Great Smoky Mountains Association of REALTORS® as provided herein, Great Smoky Mountains Association of REALTORS® shall be entitled to an injunction restraining Participant and every licensee employed by or Supporting with the Participant from utilizing any SUPRA eKEY or SUPRA IBox, or information concerning the SUPRA eKEY and IBox System for any purpose whatsoever, and requiring the immediate return of all SUPRA eKEY Access, and/or products to the the Great Smoky Mountains Association of REALTORS®. Great Smoky Mountains Association of REALTORS®' right to an injunction shall be in addition to any other remedies available to Great Smoky Mountains Association of REALTORS® under the terms and conditions of this Agreement, at law or in equity.
- D. Keyholders shall be responsible for losses, damages, or expenses incurred as a result of the default.

**Indemnification:** Participant agrees to indemnify, hold harmless, and defend Great Smoky Mountains Association of REALTORS®, its Directors, officers, employees, and agents, from and against any and all liability obligations, damages, claims, or actions arising out of or as a result of Participant's, or any licensee employed by or Supporting partners with the Participant's, use of any SUPRA eKEY or SUPRA IBox or information concerning the SUPRA eKEY and IBox System or Participant's default under this agreement, and all expenses and costs including attorneys' fees, resulting therefrom or incident thereto.

**Subject to Rules:** Operation of the SUPRA eKEY and IBox System shall at all times be subject to the SUPRA Lock Box System Rules and Procedures, SUPRA eKEY Rules, SUPRA IBox Rules, MLS Rules, or any other policies adopted by the Great Smoky Mountains Association of REALTORS® as amended from time to time. Revised 04/25/2018

**Lockbox Policies:**

- A. Only primary and secondary designated REALTORS® (DR's) are eligible for lockboxes. B. Agents may pick up boxes for the DR if the DR gives permission.
- C. DR will sign assuming liability for the lockboxes regardless of who picks them up. D. A new company starts with ten (10) boxes initially when a request is made. After that, they may have the number of residential listings plus ten (10%) percent. (added by BOD 050620)

The broker will be charged Five Hundred (\$500) Dollars each for any lockboxes that are missing/not accounted for when a company closes (added by BOD 071620)

## **SANCTIONS OR FINES**

### **PROFESSIONAL STANDARDS HEARINGS**

APPROVED BY THE BOARD OF DIRECTORS April 19, 2018

1. If the Respondent has violated any of the charges listed, a fine of \$500-\$15,000 will be imposed to be paid within thirty (30) days of notification.
2. If the respondent has violated any of the charges listed, the Respondent must re-take the portions of the New Member Orientation that apply to the violation.
3. Failure to complete either of the above will result in additional fines. (See Page 72)

### **MULTIPLE LISTING SERVICE**

See MLS Standards of Practice for additional Sanctions or Fines. (See Page 41)

### **PRIMARY MEMBER TRANSFERS/FEES/FINES**

(See page 47)

### **MLS AND ETHICS FINES**

Effective January 1, 2019, all MLS and Ethics fines will be given to the Scholarship Committee for use in scholarships (added by BOD 2/21/19).

No appeals will come before the Board of Directors for any fines levied for MLS violations.  
(added by BOD 12/1/19)

### **SUPRA E-KEY**

(See page 52)

**SEE NAR MODEL CITATION POLICY** (added by BOD 03/21/19). (See page 65)

### **EDUCATION**

A \$20 fee for non-cancellation of classes will be instituted for zoom classes only. (added by BOD 08/20/20). (See page 19)

## **NAR Model Citation Policy**

**Adapted by GSMAR 03/21/19**

This model citation policy and schedule of fines can be adopted by state and local associations. The model policy includes information on the process, how citations are issued, and the circumstances where it can be used. The model schedule of fines details “citable” conduct so state and local associations can determine in advance the fines or education requirements applicable for each citable offense.

Associations adopting this Citation Policy model must also adopt a “Citation Schedule” of potential violations covered and must specify the fines that apply to those violations. Information about the Ethics Citation Program, including the Citation Schedule, will be provided as part of the information sent to potential complainants considering filing ethics complaints with the association.

Associations adopting this Citation Policy shall establish a Citation Panel, composed of at least three (3) individuals, who will review complaints to determine eligibility for the citation program and the appropriate citations. It is recommended that the Citation Panel be a subset of the association’s Professional Standards Committee, and that the individuals on the Citation Panel have a high level of experience in hearing professional standards cases.

Complaints must be filed within one hundred eighty (180) days after the facts constituting the matter complained of could have been known in the exercise of reasonable diligence or within one hundred eighty (180) days after the conclusion of the transaction or event, whichever is later.

Any citation policy adopted by local or state associations after approval of this policy by the NAR Board of Directors cannot cite violations based on Articles or Standards of Practice other than those spelled out in this policy, cannot impose fines in excess of those in the policy, and cannot be utilized more frequently than provided for in this policy.

### **Initial Review by Grievance Committee and Citation Panel**

- I. When a Grievance Committee receives a written ethics complaint, it will review the complaint consistent with Sections 19 and 20 of the current NAR *Code of Ethics and Arbitration Manual*. The Grievance Committee may add or delete articles or respondents at this stage in the proceedings.
- II. If the Grievance Committee determines that the complaint should be forwarded for a hearing, the Grievance Committee will first forward the complaint to the Association’s Citation Panel to determine if it includes allegations covered by the Citation Schedule, i.e., if it is a “citable offense”.
  - A. If the complaint does not include alleged violations included in the Citation Schedule, or it includes some covered by the Citation Schedule and some that are not, the complaint shall be referred to the Professional Standards Committee for hearing consistent with the policies and procedures set forth in the *Code of Ethics and Arbitration Manual* for ethics hearings.

- B. If the complaint includes *only* allegations of violations included in the Citation Schedule, the Citation Panel will issue a citation and impose discipline consistent with the association's Citation Schedule. In the event the members of the Citation Panel determine the conduct described in the complaint is sufficiently egregious to warrant a hearing rather than a citation, the complaint shall be referred to the Professional Standards Committee for hearing consistent with the policies and procedures set forth in the *Code of Ethics and Arbitration Manual* for ethics hearings.
- C. When an ethics complaint and an arbitration request arising out of the same facts and circumstances are filed at the same time, the arbitration hearing shall be held first, and the citation(s) issued or ethics hearing held after the conclusion of the arbitration hearing consistent with Professional Standards Policy Statement #35, Separation of Ethics Complaint and Arbitration Request, *Code of Ethics and Arbitration Manual*.

### Issuance of Citations

- I. Citations will be sent to respondents. A copy of the citation shall also be sent to the REALTOR® principal of respondents' office. If the respondent changes firms before or after the complaint is filed but before the citation is issued, both the former and current REALTOR® principal will receive a copy of the citation.
  - A. Staff will prepare a written summary of the complaint and the summary will be included with the citation to give the respondent sufficient information to understand the basis of the citation.
  - B. *At the option of the association*, the complaint itself may be provided to the respondent, including the identity of the complainant. *Alternatively*, the complaint itself and the identity of the complainant may be kept confidential and unavailable to the respondent. The practice of the association should be established in advance and followed consistently. If an association has adopted the practice of allowing the identity of the complainant to be kept confidential, the complainant shall be advised when filing a complaint that their identity will not remain confidential should the respondent request a hearing.
- II. The respondent will have twenty (20) days from transmission of the citation to request a full due process hearing on the complaint.
  - A. If the respondent does not reply within ten (10) days of transmission of the citation, a notice shall be transmitted to the respondent reminding the respondent of the deadline for requesting a hearing.
  - B. If the respondent accepts the citation, or if the respondent does not request a hearing within twenty (20) days of transmission of the citation, this shall be deemed to be a final resolution of the complaint, which shall not be appealable or subject to any further review.
  - C. If the respondent accepts the citation, or if the respondent does not request a hearing within twenty (20) days of transmission of the citation, payment must be received by the association no later than 5 days (to be established by the association, but in any instance not more than five [5] days) after the date of acceptance or time period to request a hearing has elapsed.

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1. The case will be deemed to be closed upon receipt of payment, and notice will be provided to the complainant that a citation has been issued and paid.
  2. Failure to pay the citation amount within 5 days (to be established by the association, but in any instance not more than five (5) days) after the date of acceptance or after the time period to request a hearing has expired will result in the automatic suspension of membership until the citation has been paid.
- D. If the respondent requests a hearing within the time specified, the complaint shall be referred for hearing. The complainant who initially filed the complaint shall be given the option to proceed as the complainant for the purposes of the hearing, and will be afforded all due process rights provided for in the *Code of Ethics and Arbitration Manual*. Should the complainant be a member of the public who refuses or is unable to participate in the hearing, or should the complainant be a REALTOR® member who refuses or is unable to participate in the hearing, the provisions of Section 21(f)(3) in the NAR *Code of Ethics and Arbitration Manual* shall apply.
- E. Associations should determine in advance what information will be provided to complainants prior to citations being issued and paid, or respondents requesting a hearing, including the point at which complainants will be notified of the status of their complaint, and what information will be provided to complainants about citations issued, including the amount of any fine. These procedures should be established in advance and followed consistently.

### **Limitations**

- I. Any REALTOR® is limited in the number and type of citations that he/she may receive, according to the following rules:
  - A. No more than two (2) citations will be issued to a member within a consecutive twelve (12) month period, starting on the date the first complaint was filed, at the same association.
  - B. No more than three (3) citations will be issued to a member within a consecutive thirty-six (36) month period, starting on the date the first complaint was filed, at the same association.
  - C. No additional citations are permitted where the cumulative fine for the citations issued would be more than \$5000.00 (not to exceed \$5,000) in any three (3) year period at the same association.
  - D. Associations may, at their discretion, adopt an escalating fine schedule for repeat citations. If an escalating fine schedule is used, the citation panel may only consider the past citations for the particular conduct alleged in the complaint.
- II. The fact that a respondent has previously been issued a citation for any violation – whether or not it was paid – shall not be admissible in any ethics or arbitration hearing, including a hearing to consider a complaint where the respondent rejected a citation and requested a hearing. A hearing panel may consider citations previously issued to the respondent for the purpose of determining appropriate discipline as provided in Subsection IV below.
- III. Citations will not be considered in any publication of violations should such rules be adopted by the association.

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IV. Where a hearing panel finds a violation of the Code of Ethics after a hearing, it may consider past citations in determining an appropriate sanction only if the citation was issued for the same violation at issue in the hearing. By way of example, if a citation was issued for failure to disclose a dual or variable rate commission under Standard of Practice 3-4, that citation could not be considered if a hearing panel later found a violation of Article 3 on some other grounds. Hearing panels will not be informed of past citations for other violations.

V. Association staff will track the number of citations issued, the number of citations paid, and the violations for which citations were issued. This information may be provided in the aggregate to the Board of Directors, but will not include details about the complaints, nor identify the complainants or respondents.

VI. The allegations, discussions and decisions made in the citation process are confidential and shall not be reported or published by the board, any member of a tribunal, or any party under any circumstances except those established in Limitations, Section V of this policy and the *Code of Ethics and Arbitration Manual* of the National Association as from time to time amended.

<b>Model Citation Schedule of Fines</b>			
	<b>Applicable Article &amp; Standard of Practice</b>	<b>Fine</b>	<b>Ethics Training available in lieu of or in addition to fine?</b>
<b>Article 1</b>			
Failure to fully disclose and obtain consent from both parties when representing both the seller/landlord and buyer/tenant in the same transaction	Article 1, supported by Standard of Practice 1-5	* *** *****	** ** **
Failure to submit offers and counteroffers objectively and as quickly as possible	Article 1, supported by Standard of Practice 1-6	***** *** *****	***** ***** *****
Failure on the part of a listing broker to provide written affirmation that an offer was presented or written notification that the seller/landlord has waived the obligation to have the offer presented, upon written request of a cooperating broker submitting an offer.	Article 1, supported by Standard of Practice 1-7		
Failure to advise sellers/landlords of information specified in Standard of Practice 1-12 prior to entering into a listing	Article 1, supported by Standard of Practice 1-12		

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contract			
Failure to advise buyers/tenants of information specified in Standard of Practice 1-13 prior to entering into a buyer/tenant agreement	Article 1, supported by Standard of Practice 1-13		
Accessing or using, or allowing others to access or use, a property managed or listed on terms other than those authorized by the owner or seller	Article 1, supported by Standard of Practice 1-16		
<b>Article 3</b>			
Failure to communicate a change in compensation for cooperative services prior to the time that REALTOR® submits an offer to purchase/lease the property	Article 3, supported by Standard of Practice 3-2		
As a listing broker, attempting to unilaterally modify the offered compensation with respect to a cooperative transaction after a REALTOR® has submitted an offer to purchase or lease that property	Article 3, supported by Standard of Practice 3-2		

Failing to disclose existence of dual or variable rate commission arrangements	Article 3, supported by Standard of Practice 3-4		
Failure to disclose to cooperating brokers differential that would result in dual or variable rate commission arrangement if sale/lease results through efforts of seller/landlord	Article 3, supported by Standard of Practice 3-4		

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Failing to disclose existence of accepted offers, including offers with unresolved contingencies, to cooperating brokers	Article 3, supported by Standard of Practice 3-6		
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Misrepresenting the availability of access to show or inspect a listed property	Article 3, supported by Standard of Practice 3-8		
Providing access to listed property on terms other than those established by the owner or the listing broker	Article 3, supported by Standard of Practice 3-9		
<b>Article 4</b>			
Failing to disclose REALTOR®'s ownership or other interest in writing to the purchaser or their representative	Article 4 (second sentence)		
<b>Article 5</b>			
Providing professional services without disclosing REALTOR®'s present interest in property	Article 5 (limited to present interest, not contemplated)		
<b>Article 6</b>			
Accepting any commission, rebate, or profit on expenditures without client's knowledge or consent	Article 6 (first paragraph)		
Failure to disclose to a client or customer REALTOR®'s financial benefits or fees received as a direct result of recommending real estate products or services	Article 6 (second paragraph)		
Failure to disclose REALTOR®'s direct interest in an organization or business entity when recommending to a client or customer that they use the services of that organization or business entity	Article 6, supported by Standard of Practice 6-1		

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<b>Article 12</b>			
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Failing to present a true picture in real estate communications and advertising	Article 12		
Failing to disclose status as real estate professional in advertising and other representations	Article 12		
Failure to provide all terms governing availability of a “free” product or service in an advertisement or other representation	Article 12, supported by Standard of Practice 12-1		
Failure to disclose potential to obtain a benefit from third party when REALTOR® represents their services as “free” or without cost	Article 12, supported by Standard of Practice 12-2		
Failure to exercise care and candor when communicating the terms and conditions of premiums, prizes, merchandise discounts or other inducements to list, sell, purchase, or lease	Article 12, supported by Standard of Practice 12-3		
Advertising property for sale/lease without authority of owner or listing broker	Article 12, supported by Standard of Practice 12-4		
Failing to disclose name of firm in advertisement for listed property	Article 12, supported by Standard of Practice 12-5		
Failing to disclose status as both owner/landlord and REALTOR® or licensee when advertising property in which REALTOR® has ownership interest	Article 12, supported by Standard of Practice 12-6		
Falsely claiming to have “sold” property	Article 12, supported by Standard of Practice 12-7		

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Failure to take corrective action when it becomes apparent that information on a REALTOR®'s website is no longer current or accurate	Article 12, supported by second sentence of Standard of Practice 12-8		
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Failure to disclose firm name and state of licensure on REALTOR® firm website	Article 12, supported by Standard of Practice 12-9		
Misleading consumers through deceptive framing, manipulating content, deceptively diverting internet traffic, presenting other's content without attribution or permission, or using misleading images	Article 12, supported by Standard of Practice 12-10		

Registering or using of deceptive URL or domain name	Article 12, supported by Standard of Practice 12-12		
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Representing that the REALTOR® has a designation, certification, or other credential they are not entitled to use	Article 12, supported by Standard of Practice 12-13		
<b>Article 14</b>			
Failing to cooperate in a professional standard proceeding or investigation in circumstances when cooperation has been demanded by the association and association has advised REALTOR® failure to cooperate could result in an allegation of a violation of Article 14	Article 14		

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<b>Article 16</b>			
Conditioning submission of a buyer's offer on additional compensation from a listing broker	Article 16, supported by Standard of Practice 16-16		
Placing for sale/lease sign on property without permission	Article 16, supported by Standard of Practice		

of seller/landlord	16-19		
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**NOTE:** Associations may adopt all or some of the above citations. No additional citations may be added. Fines for each citable offense, as well as any possible training requirements, must be established in advance and should be followed consistently.

Associations, at their discretion, may adopt an escalating fine schedule for repeat citations and also may impose a training requirement in addition to or as an alternative to payment of a fine for any of the citable offenses adopted. If an escalating fine schedule is adopted, it may only be used in circumstances where citations are issued by the same association.

The amount of fine for any citation is at the option of the association, but aggregated fines levied against any member may not exceed \$5,000 in any three (3) year period.

- \* First Offense Class(es)
- \*\* Ethics and Agency; classes must be live as opposed to on-line
- \*\*\* Second Offense, \$1000 fine
- \*\*\*\* Third Offense, \$2,000 fine
- \*\*\*\*\* Ethics Class; class must be live as opposed to on-line
  - Each continuing article falls under \*\*\* and \*\*\*\*

## TRAVEL POLICY

### REIMBURSEMENT FOR CEO

1. **Registration** for the Spring and Fall State Convention/Conference as well as the Association Executive Summit will be reimbursed. A receipt must be provided prior to the reimbursement.
2. **Overnight accommodations** for the conference hotel will be reimbursed. Depending on beginning and ending times, reimbursement for accommodations the day before and the day after may not be eligible for reimbursement. A receipt must be provided prior to the reimbursement.
3. **Mileage** reimbursement will be based on reasonable costs, and the reimbursed amount will not be higher than applicable air travel costs. Mileage will be calculated from the driver's home or office to the destination hotel and must be accompanied by Google or MapQuest driving directions. Mileage reimbursement is equal to the number of business miles driven multiplied by the current IRS approved mileage rate. Gasoline used in a personal car is not reimbursed because the IRS includes this expense in the mileage reimbursement calculation. Actual costs of parking and tolls for approved business trips are reimbursable. Traffic fines and parking violations are not reimbursable. When choosing transportation to and from the airport, the cost of airport parking should be considered. When traveling for an extended period, driving to and parking at the airport may be more expensive than taking a taxi, bus or airport limousine.
4. **Meals** will be reimbursed on a per diem basis of \$70.00 unless a meal is a part of the registration or the CEO is taken to dinner. Receipts will be provided. No alcoholic beverage will be considered for reimbursement. This expense will be reimbursed at per diem or actual, whichever is less.
5. Miscellaneous expenses such as taxi, parking, etc. will be handled on an as needed basis.
6. A proposed Expense Report will be submitted to the Board of Directors at least two weeks prior to travel for approval. Any item over the approved Expense Report may not be eligible for reimbursement.

**The following policies may be considered when funds are available.**

### **TN REALTORS® /NAR Meeting Attendance**

It is the policy of the association to send the following select members to state and national meetings at the association's expense in accordance with the Travel Policy below. The President may as necessary select a Designee to attend the conferences and conventions listed below on the behalf of a member not able to attend. Should this occur the designee will be reimbursed at the same rate as the person they are representing.

#### **President**

The President is expected to attend TN REALTORS® Spring Conference and Fall Convention and may attend the NAR Midyear and Fall Meetings. Reimbursements will be granted based on budget and reimbursement guidelines if funds are available. A proposed Expense Report will be submitted to the Board of Directors at least two weeks prior to travel for approval. Any item over the approved Expense Report may not be eligible for reimbursement

### **President-Elect**

The President Elect is expected to attend TN REALTORS® Spring Conference and Fall Convention and the NAR Leadership Summit and may attend the NAR Midyear and Fall Meetings. Reimbursements will be granted based on budget and reimbursement guidelines if funds are available. A proposed Expense Report will be submitted to the Board of Directors at least two weeks prior to travel for approval. Any item over the approved Expense Report may not be eligible for reimbursement

### **First Vice President**

The First Vice President may be expected to attend TN REALTORS® Spring Conference and Fall Convention and may attend the NAR Midyear Meetings. Reimbursements will be granted based on budget and reimbursement guidelines if funds are available. A proposed Expense Report will be submitted to the Board of Directors at least two weeks prior to travel for approval. Any item over the approved Expense Report may not be eligible for reimbursement

### **Immediate Past President**

The Immediate Past President may be expected to attend TN REALTORS® Spring Conference and Fall Convention and may attend the NAR Midyear Meetings. Reimbursements will be granted based on budget and reimbursement guidelines if funds are available. A proposed Expense Report will be submitted to the Board of Directors at least two weeks prior to travel for approval. Any item over the approved Expense Report may not be eligible for reimbursement

Eligible travelers may request reimbursement under the following policy:

### **Reimbursement Requests**

All expenses shall be submitted to the CEO for reimbursement and shall be on an GSMAR supplied expense report (**to be made**) within thirty (30) days of the completion of travel and must be accompanied by documented receipts, which must include the amount of expense, the time, place, and business purpose. Requests must be accompanied by a written meeting report which may be distributed to the Board. Travelers may be asked to report at a Board or general membership meeting. For reimbursement requests received after 30 days, the CEO must obtain board approval.

The Association will not provide reimbursement for any expenses covered by TN REALTORS® or other related entities (e.g. NAR, WCR, CRS).

Incidental/Personal expenses are to be settled by the individual. Non-allowable expenses may include but not be limited to such items as personal entertainment (health club fees, airline movies), purchase of books or magazines, barber or beautician fees, babysitting fees, in-room service bars, laundry, souvenirs, in-room movies, etc.

Travelers are encouraged to act in the best interest of the association when making expense decisions.

All requests must be made in accordance with policy and are subject to approval by the Association Executive.

The CEO, in consultation with the President and Treasurer, may make allowances to this travel policy provided such allowances are within the approved annual budget.

## **Transportation Expense**

### **Mileage**

Reimbursement will be based on reasonable costs, and the reimbursed amount will not be higher than applicable air travel costs. Mileage will be calculated from the driver's home or office to the destination hotel, must be deemed appropriate by the CEO and must be accompanied by Google or Mapquest driving directions. Travelers are encouraged to carpool. Mileage reimbursement is equal to the number of business miles driven multiplied by the current IRS approved mileage rate. Gasoline used in a personal car is not reimbursed because the IRS includes this expense in the mileage reimbursement calculation. Actual costs of parking and tolls for approved business trips are reimbursable. Traffic fines and parking violations are not reimbursable. When choosing transportation to and from the airport, the cost of airport parking should be considered. When traveling for an extended period, driving to and parking at the airport may be more expensive than taking a taxi, bus or airport limousine.

Commercial airfare, train, bus or rental car travel must be approved in advance by the Association Executive and will be for the lowest fare possible. Rental car rate may not exceed the rate for a standard class car.

### **Meals**

Reimbursement is the actual cost incurred limited to a per diem of \$75.00. No reimbursement will be provided for alcohol purchases.

### **Lodging**

Reimbursement is the actual cost incurred limited to the standard group rate of the conference hotel.

### **Registration Fees**

Registration Fees will be reimbursed.

### **Staff Travel**

Staff travel will be approved by the Board of Directors on an as needed basis using the guidelines for the CEO .



**Travel Meeting Report**

<b>To</b>	
<b>From</b>	
<b>Date</b>	

**Trip**  
**Overview**

<b>Travel Destination</b>	
<b>Travel Period</b>	
<b>Purpose</b>	
<b>Description</b>	

**Summary** \_\_\_\_\_  
==

**Conclusions /**  
**Recommendations** \_\_\_\_\_

**Follow Up**  
**Actions** \_\_\_\_\_

## **MISCELLANEOUS**

### **BROKER BREAKFASTS**

Broker Breakfasts are held alternate first Thursdays of each month beginning every year in January. Broker Breakfasts are conducted by the President-Elect and are limited to Owners, Principal Brokers and Managing Brokers with the exception of others who may be invited by the President-Elect to make special presentations. It is understood that the Board of Directors is also invited to this event. (added 2019)

### **NO SOLICITATION POLICY**

No one shall solicit on the premises which includes but is not limited to handouts and advertising, by any non-members. (Added 2019)

### **KEY ACCESS TO BUILDING**

Only current staff members, one cleaning person and one IT person will have keys to any exterior/interior doors of the Association. (Added 10/17/19 by the BOD)

### **RECORDING POLICY**

No audio or video recordings may be done without the express, written permission of the Board of Directors to include, but not limited to, membership meetings, broker breakfasts, board of directors' meetings, committee and forums. The recording or videoing of education classes are at the discretion of the instructor. (Added 02/20/20 by the BOD)

### **RETIREMENT ACCESS TO MEMBERSHIP**

A primary or secondary member upon retiring his/her license and being in good standing with the Association shall have a one-time access to the membership data base if requested within six (6) months after leaving. (Added 102220 by the BOD)

### **PROTOCOL FOR REMOTE MEETINGS**

When determined necessary and/or appropriate by the Board of Directors, all meetings may be held remotely via zoom or another similar venue. The protocol is as follows:

1. All participants must use both audio and video.
2. Participants should take whatever steps necessary to make sure the meeting is confidential and secure.
3. You will be held in the virtual waiting room and checked in.
4. This is a meeting – you should not be driving, doing laundry, shopping, showing property, doing other work, etc.
5. All other rules will apply including, but not limited to; proper attendees, recording policy, and Committee Duties as listed in the current Policies & Procedures Manual. (Added 012121 by the BOD)

## **HARRASSMENT/BULLYING**

### **Harassment/Bullying**

Any member of the Association, including staff, Board, primary and secondary members, may be reprimanded, placed on probation, suspended or expelled for harassment/bullying of an Association employee, Association officer or director, primary or secondary member after an investigation in accordance with the procedures of the Association. As used in this section, harassment means any verbal or physical conduct including threatening or obscene language, unwelcome sexual advances, stalking, actions including strikes, shoves, kicks, or other similar physical contact, or threats to do the same, or any other conduct with the purpose or effect of unreasonably interfering with an individual's work performance by creating a hostile, intimidating or offensive work environment. Bullying means offensive, intimidating, malicious or insulting behavior, an abuse or misuse of power through means intended to undermine, humiliate, denigrate, or injure the recipient. The decision of the appropriate disciplinary action to be taken shall be made by the investigatory team comprised of the president and the president-elect and/or vice president and one member of the Board of Directors selected by the highest-ranking officer, if not named in the complaint, upon consultation with legal counsel for the Association. Disciplinary action may include any sanction authorized in the Association's Code of Ethics and Arbitration Manual. If the complaint names the president, president-elect or vice president, they may not participate in the proceedings and 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 on the complaint. This paragraph specifically applies to primary and secondary members not named in the current Bylaws of the Association. (added by BOD 082020)