

**Code of Ethics and Standards of Practice
of MORGAN WHITNEY REAL ESTATE
Effective January 1, 2009**

Duties to Clients and Customers

Article 1

When representing a buyer, seller, landlord, tenant, or other client as an agent, broker or developer affiliated to Morgan Whitney pledge themselves to protect and promote the interests of their client. This obligation to the client is primary, but it does not relieve the agent, broker or developer affiliated to Morgan Whitney of their obligation to treat all parties honestly. When serving a buyer, seller, landlord, tenant or other party in a non-agency capacity, the agent, broker or developer affiliated to Morgan Whitney remain obligated to treat all parties honestly. (Amended 1/01)

- Standard of Practice 1-1

The Agent, broker or developer affiliated to Morgan Whitney when acting as principals in a real estate transaction, remain obligated by the duties imposed by the Code of Ethics. (Amended 1/93)

- Standard of Practice 1-2

The duties imposed by the Code of Ethics encompass all real estate-related activities and transactions whether conducted in person, electronically, or through any other means.

The duties the Code of Ethics imposes are applicable whether the agent, broker or developer affiliated to Morgan Whitney are acting as agents or in legally recognized non-agency capacities except that any duty imposed exclusively on agents by law or regulation shall not be imposed by this Code of Ethics on an agent, broker or developer affiliated to Morgan Whitney acting in non-agency capacities.

As used in this Code of Ethics, "client" means the person(s) or entity(ies) with whom an agent, broker or developer affiliated to Morgan Whitney has an agency or legally recognized non-agency relationship; "customer" means a party to a real estate transaction who receives information, services, or benefits but has no contractual relationship with the agent, broker or developer affiliated to Morgan Whitney; "prospect" means a purchaser, seller, tenant, or landlord who is not subject to a representation relationship with the agent, broker or developer affiliated to Morgan Whitney; "agent" means a real estate licensee (including brokers and sales associates) acting in an agency relationship as defined by state law or regulation; and "broker" means a real estate licensee (including brokers and sales associates) acting as an agent or in a legally recognized non-agency capacity. (Adopted 1/95, Amended 1/07)

- Standard of Practice 1-3

The agent, broker or developer affiliated to Morgan Whitney, in attempting to secure a listing, shall not deliberately mislead the owner as to market value.

- Standard of Practice 1-4

The agent, broker or developer affiliated to Morgan Whitney, when seeking to become a buyer/tenant representative, shall not mislead buyers or tenants as to savings or other benefits that might be realized through use of the services provided by the agent, broker or developer affiliated to Morgan Whitney. (Amended 1/93)

- Standard of Practice 1-5

The agent, broker or developer affiliated to Morgan Whitney may represent the seller/landlord and buyer/tenant in the same transaction only after full disclosure to and with informed consent of both parties. (Adopted 1/93)

- Standard of Practice 1-6

The agent, broker or developer affiliated to Morgan Whitney shall submit offers and counter-offers objectively and as quickly as possible. (Adopted 1/93, Amended 1/95)

- Standard of Practice 1-7

When acting as listing brokers, the agent, broker or developer affiliated to Morgan Whitney shall continue to submit to the seller/landlord all offers and counter-offers until closing or execution of a lease unless the seller/landlord has waived this obligation in writing. The agent, broker or developer affiliated to Morgan Whitney shall not be obligated to continue to market the property after an offer has been accepted by the seller/landlord. The agent, broker or developer affiliated to Morgan Whitney shall recommend that sellers/landlords obtain the advice of legal counsel prior to acceptance of a subsequent offer except where the acceptance is contingent on the termination of the pre-existing purchase contract or lease. (Amended 1/93)

- Standard of Practice 1-8

The agent, broker or developer affiliated to Morgan Whitney, acting as agents or brokers of buyers/tenants, shall submit to buyers/tenants all offers and counter-offers until acceptance but have no obligation to continue to show properties to their clients after an offer has been accepted unless otherwise agreed in writing. The agent, broker or developer affiliated to Morgan Whitney, acting as agents or brokers of buyers/tenants, shall recommend that buyers/tenants obtain the advice of legal counsel if there is a question as to whether a pre-existing contract has been terminated. (Adopted 1/93, Amended 1/99)

- Standard of Practice 1-9

The obligation of an agent, broker or developer affiliated to Morgan Whitney is to preserve confidential information (as defined by state law) provided by their clients in the course of any agency relationship or non-agency relationship recognized by law continues after termination of agency relationships or any non-agency relationships recognized by law. The agent, broker or developer affiliated to Morgan Whitney shall not knowingly, during or following the termination of professional relationships with their clients:

1. reveal confidential information of clients; or
2. use confidential information of clients to the disadvantage of clients; or

3. use confidential information of clients for the advantage of the agent, broker or developer affiliated to Morgan Whitney or the advantage of third parties unless:

- a. clients consent after full disclosure; or
 - b. The agent, broker or developer affiliated to Morgan Whitney are required by court order; or
 - c. it is the intention of a client to commit a crime and the information is necessary to prevent the crime; or
 - d. it is necessary to defend an agent, broker or developer affiliated to Morgan Whitney or their employees or associates against an accusation of wrongful conduct.

Information concerning latent material defects is not considered confidential information under this Code of Ethics. (Adopted 1/93, Amended 1/01)

- Standard of Practice 1-10
The agent, broker or developer affiliated to Morgan Whitney shall, consistent with the terms and conditions of their real estate licensure and their property management agreement, competently manage the property of clients with due regard for the rights, safety and health of tenants and others lawfully on the premises. (Adopted 1/95, Amended 1/00)
- Standard of Practice 1-11
The agent, broker or developer affiliated to Morgan Whitney who are employed to maintain or manage a client's property shall exercise due diligence and make reasonable efforts to protect it against reasonably foreseeable contingencies and losses. (Adopted 1/95)
- Standard of Practice 1-12
When entering into listing contracts, the agent, broker or developer affiliated to Morgan Whitney must advise sellers/landlords of:
 - 1. the agent, broker or developer affiliated to Morgan Whitney company policies regarding cooperation and the amount(s) of any compensation that will be offered to subagents, buyer/tenant agents, and/or brokers acting in legally recognized non-agency capacities;
 - 2. the fact that buyer/tenant agents or brokers, even if compensated by listing brokers, or by sellers/landlords may represent the interests of buyers/tenants; and
 - 3. any potential for listing brokers to act as disclosed dual agents, e.g. buyer/tenant agents. (Adopted 1/93, Renumbered 1/98, Amended 1/03)
- Standard of Practice 1-13
When entering into buyer/tenant agreements, the agent, broker or developer affiliated to Morgan Whitney must advise potential clients of:
 - 1. the agent, broker or developer affiliated to Morgan Whitney company policies regarding cooperation;
 - 2. the amount of compensation to be paid by the client;
 - 3. the potential for additional or offsetting compensation from other brokers, from the seller or landlord, or from other parties;
 - 4. any potential for the buyer/tenant representative to act as a disclosed dual agent, e.g. listing broker, subagent, landlord's agent, etc., and
 - 5. the possibility that sellers or sellers' representatives may not treat the existence, terms, or conditions of offers as confidential unless confidentiality is required by law, regulation, or by any confidentiality agreement between the parties. (Adopted 1/93, Renumbered 1/98, Amended 1/06)
- Standard of Practice 1-14
Fees for preparing appraisals or other valuations shall not be contingent upon the amount of the appraisal or valuation. (Adopted 1/02)
- Standard of Practice 1-15
The agent, broker or developer affiliated to Morgan Whitney, in response to inquiries from buyers or cooperating brokers shall, with the sellers' approval, disclose the existence of offers on the property. Where disclosure is authorized, the agent, broker or developer affiliated to Morgan Whitney shall also disclose, if asked, whether offers were obtained by the listing licensee, another licensee in the listing firm, or by a cooperating broker. (Adopted 1/03, Amended 1/09))

Article 2

The agent, broker or developer affiliated to Morgan Whitney shall avoid exaggeration, misrepresentation, or concealment of pertinent facts relating to the property or the transaction. The agent, broker or developer affiliated to Morgan Whitney shall not, however, be obligated to discover latent defects in the property, to advise on matters outside the scope of their real estate license, or to disclose facts which are confidential under the scope of agency or non-agency relationships as defined by state law. (Amended 1/00)

- Standard of Practice 2-1

The agent, broker or developer affiliated to Morgan Whitney shall only be obligated to discover and disclose adverse factors reasonably apparent to someone with expertise in those areas required by their real estate licensing authority. Article 2 does not impose upon the agent, broker or developer affiliated to Morgan Whitney the obligation of expertise in other professional or technical disciplines. (Amended 1/96)

- Standard of Practice 2-2
(Renumbered as Standard of Practice 1-12 1/98)
- Standard of Practice 2-3
(Renumbered as Standard of Practice 1-13 1/98)
- Standard of Practice 2-4
The agent, broker or developer affiliated to Morgan Whitney shall not be parties to the naming of a false consideration in any document, unless it be the naming of an obviously nominal consideration.
- Standard of Practice 2-5
Factors defined as "non-material" by law or regulation or which are expressly referenced in law or regulation as not being subject to disclosure are considered not "pertinent" for purposes of Article 2. (Adopted 1/93)

Article 3

The agent, broker or developer affiliated to Morgan Whitney shall cooperate with other brokers except when cooperation is not in the client's best interest. The obligation to cooperate does not include the obligation to share commissions, fees, or to otherwise compensate another broker. (Amended 1/95)

- Standard of Practice 3-1
The agent, broker or developer affiliated to Morgan, acting as exclusive agents or brokers of sellers/ landlords, establish the terms and conditions of offers to cooperate. Unless expressly indicated in offers to cooperate, cooperating brokers may not assume that the offer of cooperation includes an offer of compensation. Terms of compensation, if any, shall be ascertained by cooperating brokers before beginning efforts to accept the offer of cooperation. (Amended 1/99)
- Standard of Practice 3-2
The agent, broker or developer affiliated to Morgan shall, with respect to offers of compensation to another agent, broker or developer affiliated to Morgan, timely communicate any change of compensation for cooperative services to the other agent, broker or developer affiliated to Morgan prior to the time such agent, broker or developer affiliated to Morgan produces an offer to purchase/lease the property. (Amended 1/94)
- Standard of Practice 3-3
Standard of Practice 3-2 does not preclude the listing broker and cooperating broker from entering into an agreement to change cooperative compensation. (Adopted 1/94)
- Standard of Practice 3-4
The agent, broker or developer affiliated to Morgan, acting as listing brokers, have an affirmative obligation to disclose the existence of dual or variable rate commission arrangements (i.e., listings where one amount of commission is payable if the listing broker's firm is the procuring cause of sale/lease and a different amount of commission is payable if the sale/lease results through the efforts of the seller/ landlord or a cooperating broker). The listing broker shall, as soon as practical, disclose the existence of such arrangements to potential cooperating brokers and shall, in response to inquiries from cooperating brokers, disclose the differential that would result in a cooperative transaction or in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease. (Amended 1/02)
- Standard of Practice 3-5
It is the obligation of subagents to promptly disclose all pertinent facts to the principal's agent prior to as well as after a purchase or lease agreement is executed. (Amended 1/93)
- Standard of Practice 3-6
The agent, broker or developer affiliated to Morgan shall disclose the existence of accepted offers, including offers with unresolved contingencies, to any broker seeking cooperation. (Adopted 5/86, Amended 1/04)
- Standard of Practice 3-7
When seeking information from another agent, broker or developer affiliated to Morgan concerning property under a management or listing agreement, the agent, broker or developer affiliated to Morgan Whitney shall disclose their agent, broker or developer affiliated to Morgan Whitney status and whether their interest is personal or on behalf of a client and, if on behalf of a client, their representational status. (Amended 1/95)
- Standard of Practice 3-8
The agent, broker or developer affiliated to Morgan Whitney shall not misrepresent the availability of access to show or inspect a listed property. (Amended 11/87)

Article 4

The agent, broker or developer affiliated to Morgan shall not acquire an interest in or buy or present offers from themselves, any member of their immediate families, their firms or any member thereof, or any entities in which they have any ownership interest, any real property without making their true position known to the owner or the owner's agent or broker. In selling property they own, or in which they have any interest, the agent, broker or developer affiliated to Morgan Whitney shall reveal their ownership or interest in writing to the purchaser or the purchaser's representative. (Amended 1/00)

- Standard of Practice 4-1

For the protection of all parties, the disclosures required by Article 4 shall be in writing and provided by the agent, broker or developer affiliated to Morgan Whitney prior to the signing of any contract. (Adopted 2/86)

Article 5

the agent, broker or developer affiliated to Morgan shall not undertake to provide professional services concerning a property or its value where they have a present or contemplated interest unless such interest is specifically disclosed to all affected parties.

Article 6

the agent, broker or developer affiliated to Morgan shall not accept any commission, rebate, or profit on expenditures made for their client, without the client's knowledge and consent.

When recommending real estate products or services (e.g., homeowner's insurance, warranty programs, mortgage financing, title insurance, etc.), the agent, broker or developer affiliated to Morgan Whitney shall disclose to the client or customer to whom the recommendation is made any financial benefits or fees, other than real estate referral fees, the agent, broker or developer affiliated to Morgan Whitney may receive as a direct result of such recommendation. (Amended 1/99)

- Standard of Practice 6-1

The agent, broker or developer affiliated to Morgan Whitney shall not recommend or suggest to a client or a customer the use of services of another organization or business entity in which they have a direct interest without disclosing such interest at the time of the recommendation or suggestion. (Amended 5/88)

Article 7

In a transaction, the agent, broker or developer affiliated to Morgan Whitney shall not accept compensation from more than one party, even if permitted by law, without disclosure to all parties and the informed consent of the agent, broker or developer affiliated to Morgan client or clients. (Amended 1/93)

Article 8

The agent, broker or developer affiliated to Morgan Whitney shall keep in a special account in an appropriate financial institution, separated from their own funds, monies coming into their possession in trust for other persons, such as escrows, trust funds, clients' monies, and other like items.

Article 9

The agent, broker or developer affiliated to Morgan Whitney, for the protection of all parties, shall assure whenever possible that all agreements related to real estate transactions including, but not limited to, listing and representation agreements, purchase contracts, and leases are in writing in clear and understandable language expressing the specific terms, conditions, obligations and commitments of the parties. A copy of each agreement shall be furnished to each party to such agreements upon their signing or initialing. (Amended 1/04)

- Standard of Practice 9-1

For the protection of all parties, the agent, broker or developer affiliated to Morgan Whitney shall use reasonable care to ensure that documents pertaining to the purchase, sale, or lease of real estate are kept current through the use of written extensions or amendments. (Amended 1/93)

- Standard of Practice 9-2

When assisting or enabling a client or customer in establishing a contractual relationship (e.g., listing and representation agreements, purchase agreements, leases, etc.) electronically, the agent, broker or developer affiliated to Morgan Whitney shall make reasonable efforts to explain the nature and disclose the specific terms of the contractual relationship being established prior to it being agreed to by a contracting party. (Adopted 1/07)

Duties to the Public

Article 10

The agent, broker or developer affiliated to Morgan Whitney shall not deny equal professional services to any person for reasons of race, color, religion, sex, handicap, familial status, or national origin. Agent, broker or developer affiliated to Morgan Whitney shall not be parties to any plan or agreement to discriminate against a person or persons on the basis of race, color, religion, sex, handicap, familial status, or national origin. (Amended 1/90)

The agent, broker or developer affiliated to Morgan Whitney in their real estate employment practices, shall not discriminate against any person or persons on the basis of race, color, religion, sex, handicap, familial status, or national origin. (Amended 1/00)

- Standard of Practice 10-1

When involved in the sale or lease of a residence, the agent, broker or developer affiliated to Morgan Whitney shall not volunteer information regarding the racial, religious or ethnic composition of any neighborhood nor shall they engage in any activity which may result in panic selling, however, the agent, broker or developer affiliated to Morgan Whitney may provide other demographic information. (Adopted 1/94, Amended 1/06)

- Standard of Practice 10-2

When not involved in the sale or lease of a residence, the agent, broker or developer affiliated to Morgan Whitney may provide demographic information related to a property, transaction or professional assignment to a party if such demographic information is (a) deemed by the agent, broker or developer affiliated to Morgan Whitney to be needed to assist with or complete, in a manner consistent with Article 10, a real estate transaction or professional assignment and (b) is obtained or derived from a recognized, reliable, independent, and impartial source. The source of such information and any additions, deletions, modifications, interpretations, or other changes shall be disclosed in reasonable detail. (Adopted 1/05, Renumbered 1/06)

- Standard of Practice 10-3
The agent, broker or developer affiliated to Morgan Whitney shall not print, display or circulate any statement or advertisement with respect to selling or renting of a property that indicates any preference, limitations or discrimination based on race, color, religion, sex, handicap, familial status, or national origin. (Adopted 1/94, Renumbered 1/05 and 1/06)
- Standard of Practice 10-4
As used in Article 10 "real estate employment practices" relates to employees and independent contractors providing real estate-related services and the administrative and clerical staff directly supporting those individuals. (Adopted 1/00, Renumbered 1/05)

Article 11

The services which the agent, broker or developer affiliated to Morgan Whitney provide to their clients and customers shall conform to the standards of practice and competence which are reasonably expected in the specific real estate disciplines in which they engage; specifically, residential real estate brokerage, real property management, commercial and industrial real estate brokerage, real estate appraisal, real estate counseling, real estate syndication, real estate auction, and international real estate.

The agent, broker or developer affiliated to Morgan Whitney shall not undertake to provide specialized professional services concerning a type of property or service that is outside their field of competence unless they engage the assistance of one who is competent on such types of property or service, or unless the facts are fully disclosed to the client. Any persons engaged to provide such assistance shall be so identified to the client and their contribution to the assignment should be set forth. (Amended 1/95)

- Standard of Practice 11-1
When the agent, broker or developer affiliated to Morgan Whitney prepare opinions of real property value or price, other than in pursuit of a listing or to assist a potential purchaser in formulating a purchase offer, such opinions shall include the following:
 1. identification of the subject property
 2. date prepared
 3. defined value or price
 4. limiting conditions, including statements of purpose(s) and intended user(s)
 5. any present or contemplated interest, including the possibility of representing the seller/landlord or buyers/tenants
 6. basis for the opinion, including applicable market data
 7. if the opinion is not an appraisal, a statement to that effect (Amended 1/01)
- Standard of Practice 11-2
The obligations of the Code of Ethics in respect of real estate disciplines other than appraisal shall be interpreted and applied in accordance with the standards of competence and practice which clients and the public reasonably require to protect their rights and interests considering the complexity of the transaction, the availability of expert assistance, and, where the agent, broker or developer affiliated to Morgan Whitney is an agent or subagent, the obligations of a fiduciary. (Adopted 1/95)
- Standard of Practice 11-3
When the agent, broker or developer affiliated to Morgan Whitney provide consultive services to clients which involve advice or counsel for a fee (not a commission), such advice shall be rendered in an objective manner and the fee shall not be contingent on the substance of the advice or counsel given. If brokerage or transaction services are to be provided in addition to consultive services, a separate compensation may be paid with prior agreement between the client and the agent, broker or developer affiliated to Morgan Whitney. (Adopted 1/96)
- Standard of Practice 11-4
The competency required by Article 11 relates to services contracted for between the agent, broker or developer affiliated to Morgan Whitney and their clients or customers; the duties expressly imposed by the Code of Ethics; and the duties imposed by law or regulation. (Adopted 1/02)

Article 12

The agent, broker or developer affiliated to Morgan Whitney shall be honest and truthful in their real estate communications and shall present a true picture in their advertising, marketing, and other representations. The agent, broker or developer affiliated to Morgan Whitney shall ensure that their status as real estate professionals is readily apparent in their advertising, marketing, and other representations, and that the recipients of all real estate communications are, or have been, notified that those communications are from a real estate professional. (Amended 1/08)

- Standard of Practice 12-1
The agent, broker or developer affiliated to Morgan Whitney may use the term "free" and similar terms in their advertising and in other representations provided that all terms governing availability of the offered product or service are clearly disclosed at the same time. (Amended 1/97)
- Standard of Practice 12-2
The agent, broker or developer affiliated to Morgan Whitney may represent their services as "free" or without cost even if they expect to receive compensation from a source other than their client provided that the potential for the agent, broker or developer affiliated to Morgan Whitney to obtain a benefit from a third party is clearly disclosed at the same time. (Amended 1/97)
- Standard of Practice 12-3
The offering of premiums, prizes, merchandise discounts or other inducements to list, sell, purchase, or lease is not, in itself, unethical even if receipt of the benefit is contingent on listing, selling, purchasing, or leasing through the agent, broker or developer affiliated to Morgan Whitney making the offer. However, the agent, broker or developer affiliated to Morgan Whitney must exercise care and candor in any such advertising or other public or private representations so that any party interested in receiving or otherwise benefiting from the offer made by the agent, broker or developer affiliated to Morgan Whitney will have clear, thorough, advance understanding of all the terms and conditions of the offer. The offering of any inducements to do business is subject to the limitations and restrictions of state law and the ethical obligations established by any applicable Standard of Practice. (Amended 1/95)

- Standard of Practice 12-4
The agent, broker or developer affiliated to Morgan Whitney shall not offer for sale/lease or advertise property without authority. When acting as listing brokers or as subagents, agent, broker or developer affiliated to Morgan Whitney shall not quote a price different from that agreed upon with the seller/landlord. (Amended 1/93)
- Standard of Practice 12-5
The agent, broker or developer affiliated to Morgan Whitney shall not advertise nor permit any person employed by or affiliated with them to advertise listed property in any medium (e.g., electronically, print, radio, television, etc.) without disclosing the name of their firm in a reasonable and readily apparent manner. (Adopted 11/86, Amended 1/07)
- Standard of Practice 12-6
The agent, broker or developer affiliated to Morgan Whitney when advertising unlisted real property for sale/lease in which they have an ownership interest, shall disclose their status as both owners/landlords and as agent, broker or developer affiliated to Morgan Whitney or real estate licensees. (Amended 1/93)
- Standard of Practice 12-7
Only the agent, broker or developer affiliated to Morgan Whitney who participated in the transaction as the listing broker or cooperating broker (selling broker) may claim to have "sold" the property. Prior to closing, a cooperating broker may post a "sold" sign only with the consent of the listing broker. (Amended 1/96)
- Standard of Practice 12-8
The obligation to present a true picture in representations to the public includes information presented, provided, or displayed on the agent, broker or developer affiliated to Morgan Whitney websites. The agent, broker or developer affiliated to Morgan Whitney shall use reasonable efforts to ensure that information on their websites is current. When it becomes apparent that information on a website of the agent, broker or developer affiliated to Morgan Whitney is no longer current or accurate, the agent, broker or developer affiliated to Morgan Whitney shall promptly take corrective action. (Adopted 1/07)
- Standard of Practice 12-9
The agent, broker or developer affiliated to Morgan Whitney websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner.
Websites of the agent, broker or developer affiliated to Morgan Whitney and non-member licensees affiliated with shall disclose the firm's name and that agent, broker or developer affiliated to Morgan Whitney licensee's state(s) of licensure in a reasonable and readily apparent manner. (Adopted 1/07)
- Standard of Practice 12-10
The agent, broker or developer affiliated to Morgan Whitney obligation to present a true picture in their advertising and representations to the public includes the URLs and domain names they use, and prohibits agent, broker or developer affiliated to Morgan Whitney from:
 1. engaging in deceptive or unauthorized framing of real estate brokerage websites;
 2. manipulating (e.g., presenting content developed by others) listing content in any way that produces a deceptive or misleading result; or
 3. deceptively using metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic, or to otherwise mislead consumers. (Adopted 1/07)
- Standard of Practice 12-11
The agent, broker or developer affiliated to Morgan Whitney intending to share or sell consumer information gathered via the Internet shall disclose that possibility in a reasonable and readily apparent manner. (Adopted 1/07)
- Standard of Practice 12-12
The agent, broker or developer affiliated to Morgan Whitney shall not:
 1. use URLs or domain names that present less than a true picture, or
 2. register URLs or domain names which, if used, would present less than a true picture. (Adopted 1/08)
- Standard of Practice 12-13
The obligation to present a true picture in advertising, marketing, and representations allows the agent, broker or developer affiliated to Morgan Whitney to use and display only professional designations, certifications, and other credentials to which they are legitimately entitled. (Adopted 1/08)

Article 13

The agent, broker or developer affiliated to Morgan Whitney shall not engage in activities that constitute the unauthorized practice of law and shall recommend that legal counsel be obtained when the interest of any party to the transaction requires it.

Article 14

If charged with unethical practice or asked to present evidence or to cooperate in any other way, in any professional standards proceeding or investigation, agent, broker or developer affiliated to Morgan Whitney shall place all pertinent facts before the proper tribunals of the Member Board or affiliated institute, society, or council in which membership is held and shall take no action to disrupt or obstruct such processes. (Amended 1/99)

- Standard of Practice 14-1

The agent, broker or developer affiliated to Morgan Whitney shall not be subject to disciplinary proceedings in more than one Board of agent, broker or developer affiliated to Morgan Whitney or affiliated institute, society or council in which they hold membership with respect to alleged violations of the Code of Ethics relating to the same transaction or event. (Amended 1/95)

- Standard of Practice 14-2
The agent, broker or developer affiliated to Morgan Whitney shall not make any unauthorized disclosure or dissemination of the allegations, findings, or decision developed in connection with an ethics hearing or appeal or in connection with an arbitration hearing or procedural review. (Amended 1/92)
- Standard of Practice 14-3
The agent, broker or developer affiliated to Morgan Whitney shall not obstruct the Board's investigative or professional standards proceedings by instituting or threatening to institute actions for libel, slander or defamation against any party to a professional standards proceeding or their witnesses based on the filing of an arbitration request, an ethics complaint, or testimony given before any tribunal. (Adopted 11/87, Amended 1/99)
- Standard of Practice 14-4
The agent, broker or developer affiliated to Morgan Whitney shall not intentionally impede the Board's investigative or disciplinary proceedings by filing multiple ethics complaints based on the same event or transaction. (Adopted 11/88)

Duties to REALTORS®

Article 15

Agent, broker or developer affiliated to Morgan Whitney shall not knowingly or recklessly make false or misleading statements about competitors, their businesses, or their business practices. (Amended 1/92)

- Standard of Practice 15-1
The agent, broker or developer affiliated to Morgan Whitney shall not knowingly or recklessly file false or unfounded ethics complaints. (Adopted 1/00)
- Standard of Practice 15-2
The obligation to refrain from making false or misleading statements about competitors' businesses and competitors' business practices includes the duty to not knowingly or recklessly repeat, retransmit, or republish false or misleading statements made by others. This duty applies whether false or misleading statements are repeated in person, in writing, by technological means (e.g., the Internet), or by any other means. (Adopted 1/07)

Article 16

The agent, broker or developer affiliated to Morgan Whitney shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that other agent, broker or developer affiliated to Morgan Whitney have with clients. (Amended 1/04)

- Standard of Practice 16-1
Article 16 is not intended to prohibit aggressive or innovative business practices which are otherwise ethical and does not prohibit disagreements with other agent, broker or developer affiliated to Morgan Whitney involving commission, fees, compensation or other forms of payment or expenses. (Adopted 1/93, Amended 1/95)
- Standard of Practice 16-2
Article 16 does not preclude agent, broker or developer affiliated to Morgan Whitney from making general announcements to prospects describing their services and the terms of their availability even though some recipients may have entered into agency agreements or other exclusive relationships with another agent, broker or developer affiliated to Morgan Whitney. A general telephone canvass, general mailing or distribution addressed to all prospects in a given geographical area or in a given profession, business, club, or organization, or other classification or group is deemed "general" for purposes of this standard. (Amended 1/04)
Article 16 is intended to recognize as unethical two basic types of solicitations:

First, telephone or personal solicitations of property owners who have been identified by a real estate sign, multiple listing compilation, or other information service as having exclusively listed their property with another agent, broker or developer affiliated to Morgan Whitney; and

Second, mail or other forms of written solicitations of prospects whose properties are exclusively listed with another agent, broker or developer affiliated to Morgan Whitney when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations of current listings, "for sale" or "for rent" signs, or other sources of information required by Article 3 and Multiple Listing Service rules to be made available to other agent, broker or developer affiliated to Morgan Whitney under offers of sub agency or cooperation. (Amended 1/04)
- Standard of Practice 16-3
Article 16 does not preclude agent, broker or developer affiliated to Morgan Whitney from contacting the client of another broker for the purpose of offering to provide, or entering into a contract to provide, a different type of real estate service unrelated to the type of service currently being provided (e.g., property management as opposed to brokerage) or from offering the same type of service for property not subject to other brokers' exclusive agreements. However, information received through a Multiple Listing Service or any other offer of cooperation may not be used to target clients of other agent, broker or developer affiliated to Morgan Whitney to whom such offers to provide services may be made. (Amended 1/04)

- Standard of Practice 16-4
The agent, broker or developer affiliated to Morgan Whitney shall not solicit a listing which is currently listed exclusively with another broker. However, if the listing broker, when asked by the agent, broker or developer affiliated to Morgan Whitney refuses to disclose the expiration date and nature of such listing; i.e., an exclusive right to sell, an exclusive agency, open listing, or other form of contractual agreement between the listing broker and the client, the agent, broker or developer affiliated to Morgan Whitney may contact the owner to secure such information and may discuss the terms upon which the agent, broker or developer affiliated to

Morgan Whitney might take a future listing or, alternatively, may take a listing to become effective upon expiration of any existing exclusive listing. (Amended 1/94)

- Standard of Practice 16-5
The agent, broker or developer affiliated to Morgan Whitney shall not solicit buyer/tenant agreements from buyers/ tenants who are subject to exclusive buyer/tenant agreements. However, if asked by an agent, broker or developer affiliated to Morgan Whitney the broker refuses to disclose the expiration date of the exclusive buyer/tenant agreement, the agent, broker or developer affiliated to Morgan Whitney may contact the buyer/tenant to secure such information and may discuss the terms upon which the agent, broker or developer affiliated to Morgan Whitney might enter into a future buyer/tenant agreement or, alternatively, may enter into a buyer/tenant agreement to become effective upon the expiration of any existing exclusive buyer/tenant agreement. (Adopted 1/94, Amended 1/98)
- Standard of Practice 16-6
When the agent, broker or developer affiliated to Morgan Whitney are contacted by the client of another agent, broker or developer affiliated to Morgan Whitney regarding the creation of an exclusive relationship to provide the same type of service, and the agent, broker or developer affiliated to Morgan Whitney have not directly or indirectly initiated such discussions, they may discuss the terms upon which they might enter into a future agreement or, alternatively, may enter into an agreement which becomes effective upon expiration of any existing exclusive agreement. (Amended 1/98)
- Standard of Practice 16-7
The fact that a prospect has retained an agent, broker or developer affiliated to Morgan Whitney as an exclusive representative or exclusive broker in one or more past transactions does not preclude other agent, broker or developer affiliated to Morgan Whitney from seeking such prospect's future business. (Amended 1/04)
- Standard of Practice 16-8
The fact that an exclusive agreement has been entered into with an agent, broker or developer affiliated to Morgan Whitney shall not preclude or inhibit any other agent, broker or developer affiliated to Morgan Whitney from entering into a similar agreement after the expiration of the prior agreement. (Amended 1/98)
- Standard of Practice 16-9
The agent, broker or developer affiliated to Morgan Whitney, prior to entering into a representation agreement, have an affirmative obligation to make reasonable efforts to determine whether the prospect is subject to a current, valid exclusive agreement to provide the same type of real estate service. (Amended 1/04)
- Standard of Practice 16-10
The agent, broker or developer affiliated to Morgan Whitney, acting as buyer or tenant representatives or brokers, shall disclose that relationship to the seller/landlord's representative or broker at first contact and shall provide written confirmation of that disclosure to the seller/landlord's representative or broker not later than execution of a purchase agreement or lease. (Amended 1/04)
- Standard of Practice 16-11
On unlisted property, agent, broker or developer affiliated to Morgan Whitney acting as buyer/tenant representatives or brokers shall disclose that relationship to the seller/landlord at first contact for that buyer/tenant and shall provide written confirmation of such disclosure to the seller/landlord not later than execution of any purchase or lease agreement. (Amended 1/04)

the agent, broker or developer affiliated to Morgan Whitney shall make any request for anticipated compensation from the seller/ landlord at first contact. (Amended 1/98)
- Standard of Practice 16-12
Agent, broker or developer affiliated to Morgan Whitney, acting as representatives or brokers of sellers/landlords or as subagents of listing brokers, shall disclose that relationship to buyers/tenants as soon as practicable and shall provide written confirmation of such disclosure to buyers/tenants not later than execution of any purchase or lease agreement. (Amended 1/04)
- Standard of Practice 16-13
All dealings concerning property exclusively listed, or with buyer/tenants who are subject to an exclusive agreement shall be carried on with the client's representative or broker, and not with the client, except with the consent of the client's representative or broker or except where such dealings are initiated by the client.

Before providing substantive services (such as writing a purchase offer or presenting a CMA) to prospects, the agent, broker or developer affiliated to Morgan Whitney shall ask prospects whether they are a party to any exclusive representation agreement. The agent, broker or developer affiliated to Morgan Whitney shall not knowingly provide substantive services concerning a prospective transaction to prospects who are parties to exclusive representation agreements, except with the consent of the prospects' exclusive representatives or at the direction of prospects. (Adopted 1/93, Amended 1/04)
- Standard of Practice 16-14
The agent, broker or developer affiliated to Morgan Whitney are free to enter into contractual relationships or to negotiate with sellers/ landlords, buyers/tenants or others who are not subject to an exclusive agreement but shall not knowingly obligate them to pay more than one commission except with their informed consent. (Amended 1/98)
- Standard of Practice 16-15
In cooperative transactions agent, broker or developer affiliated to Morgan Whitney shall compensate cooperating agent, broker or developer affiliated to Morgan Whitney (principal brokers) and shall not compensate nor offer to compensate, directly or indirectly, any of the sales licensees employed by or affiliated with other agent, broker or developer affiliated to Morgan Whitney without the prior express knowledge and consent of the cooperating broker.
- Standard of Practice 16-16

The agent, broker or developer affiliated to Morgan Whitney, acting as subagents or buyer/tenant representatives or brokers, shall not use the terms of an offer to purchase/lease to attempt to modify the listing broker's offer of compensation to subagents or buyer/tenant representatives or brokers nor make the submission of an executed offer to purchase/lease contingent on the listing broker's agreement to modify the offer of compensation. (Amended 1/04)

- Standard of Practice 16-17
The agent, broker or developer affiliated to Morgan Whitney, acting as subagents or as buyer/tenant representatives or brokers, shall not attempt to extend a listing broker's offer of cooperation and/or compensation to other brokers without the consent of the listing broker. (Amended 1/04)
- Standard of Practice 16-18
The agent, broker or developer affiliated to Morgan Whitney shall not use information obtained from listing brokers through offers to cooperate made through multiple listing services or through other offers of cooperation to refer listing brokers' clients to other brokers or to create buyer/tenant relationships with listing brokers' clients, unless such use is authorized by listing brokers. (Amended 1/02)
- Standard of Practice 16-19
Signs giving notice of property for sale, rent, lease, or exchange shall not be placed on property without consent of the seller/landlord. (Amended 1/93)
- Standard of Practice 16-20
The agent, broker or developer affiliated to Morgan Whitney, prior to or after terminating their relationship with their current firm, shall not induce clients of their current firm to cancel exclusive contractual agreements between the client and that firm. This does not preclude agent, broker or developer affiliated to Morgan Whitney (principals) from establishing agreements with their associated licensees governing assignability of exclusive agreements. (Adopted 1/98)

Article 17

In the event of contractual disputes or specific non-contractual disputes as defined in Standard of Practice 17-4 between the agent, broker or developer affiliated to Morgan Whitney (principals) associated with different firms, arising out of their relationship as agent, broker or developer affiliated to Morgan Whitney, the agent, broker or developer affiliated to Morgan Whitney shall submit the dispute to arbitration in accordance with the regulations of their Board or Boards rather than litigate the matter.

In the event clients of the agent, broker or developer affiliated to Morgan Whitney wish to arbitrate contractual disputes arising out of real estate transactions, agent, broker or developer affiliated to Morgan Whitney shall arbitrate those disputes in accordance with the regulations of their Board, provided the clients agree to be bound by the decision.

The obligation to participate in arbitration contemplated by this Article includes the obligation of agent, broker or developer affiliated to Morgan Whitney (principals) to cause their firms to arbitrate and be bound by any award. (Amended 1/01)

- Standard of Practice 17-1
The filing of litigation and refusal to withdraw from it by the agent, broker or developer affiliated to Morgan Whitney in an arbitrable matter constitutes a refusal to arbitrate. (Adopted 2/86)
- Standard of Practice 17-2
Article 17 does not require agent, broker or developer affiliated to Morgan Whitney to arbitrate in those circumstances when all parties to the dispute advise the Board in writing that they choose not to arbitrate before the Board. (Amended 1/93)
- Standard of Practice 17-3
The agent, broker or developer affiliated to Morgan Whitney, when acting solely as principals in a real estate transaction, are not obligated to arbitrate disputes with other agent, broker or developer affiliated to Morgan Whitney absent a specific written agreement to the contrary. (Adopted 1/96)
- Standard of Practice 17-4
Specific non-contractual disputes that are subject to arbitration pursuant to Article 17 are:
 1. Where a listing broker has compensated a cooperating broker and another cooperating broker subsequently claims to be the procuring cause of the sale or lease. In such cases the complainant may name the first cooperating broker as respondent and arbitration may proceed without the listing broker being named as a respondent. When arbitration occurs between two (or more) cooperating brokers and where the listing broker is not a party, the amount in dispute and the amount of any potential resulting award is limited to the amount paid to the respondent by the listing broker and any amount credited or paid to a party to the transaction at the direction of the respondent. Alternatively, if the complaint is brought against the listing broker, the listing broker may name the first cooperating broker as a third-party respondent. In either instance the decision of the hearing panel as to procuring cause shall be conclusive with respect to all current or subsequent claims of the parties for compensation arising out of the underlying cooperative transaction. (Adopted 1/97, Amended 1/07)
 2. Where a buyer or tenant representative is compensated by the seller or landlord, and not by the listing broker, and the listing broker, as a result, reduces the commission owed by the seller or landlord and, subsequent to such actions, another cooperating broker claims to be the procuring cause of sale or lease. In such cases the complainant may name the first cooperating broker as respondent and arbitration may proceed without the listing broker being named as a respondent. When arbitration occurs between two (or more) cooperating brokers and where the listing broker is not a party, the amount in dispute and the amount of any potential resulting award is limited to the amount paid to the respondent by the seller or landlord and any amount credited or paid to a party to the transaction at the direction of the respondent. Alternatively, if the complaint is brought against the listing broker, the listing broker may name the first cooperating broker as a third-party respondent. In either instance the decision of the hearing panel as to procuring cause shall be conclusive with respect to all current or subsequent claims of the parties for compensation arising out of the underlying cooperative transaction. (Adopted 1/97, Amended 1/07)

3. Where a buyer or tenant representative is compensated by the buyer or tenant and, as a result, the listing broker reduces the commission owed by the seller or landlord and, subsequent to such actions, another cooperating broker claims to be the procuring cause of sale or lease. In such cases the complainant may name the first cooperating broker as respondent and arbitration may proceed without the listing broker being named as a respondent. Alternatively, if the complaint is brought against the listing broker, the listing broker may name the first cooperating broker as a third-party respondent. In either instance the decision of the hearing panel as to procuring cause shall be conclusive with respect to all current or subsequent claims of the parties for compensation arising out of the underlying cooperative transaction. (Adopted 1/97)
4. Where two or more listing brokers claim entitlement to compensation pursuant to open listings with a seller or landlord who agrees to participate in arbitration (or who requests arbitration) and who agrees to be bound by the decision. In cases where one of the listing brokers has been compensated by the seller or landlord, the other listing broker, as complainant, may name the first listing broker as respondent and arbitration may proceed between the brokers. (Adopted 1/97)
5. Where a buyer or tenant representative is compensated by the seller or landlord, and not by the listing broker, and the listing broker, as a result, reduces the commission owed by the seller or landlord and, subsequent to such actions, claims to be the procuring cause of sale or lease. In such cases arbitration shall be between the listing broker and the buyer or tenant representative and the amount in dispute is limited to the amount of the reduction of commission to which the listing broker agreed. (Adopted 1/05)

- Standard of Practice 17-5

The obligation to arbitrate established in Article 17 includes disputes between the agent, broker or developer affiliated to Morgan Whitney (principals) in different states in instances where, absent an established inter-association arbitration agreement, the agent, broker or developer affiliated to Morgan Whitney (principal) requesting arbitration agrees to submit to the jurisdiction of, travel to, participate in, and be bound by any resulting award rendered in arbitration conducted by the respondent(s) agent, broker or developer affiliated to Morgan Whitney association, in instances where the respondent(s) agent, broker or developer affiliated to Morgan Whitney association determines that an arbitrable issue exists. (Adopted 1/07)

The Code of Ethics was adopted in 1913. Amended at the Annual Convention in 1924, 1928, 1950, 1951, 1952, 1955, 1956, 1961, 1962, 1974, 1982, 1986, 1987, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, and 2007.

Explanatory Notes

The reader should be aware of the following policies which have been approved by the Board of Directors of Morgan Whitney:

In filing a charge of an alleged violation of the Code of Ethics by a agent, broker or developer affiliated to Morgan Whitney the charge must read as an alleged violation of one or more Articles of the Code. Standards of Practice may be cited in support of the charge.

The Standards of Practice serve to clarify the ethical obligations imposed by the various Articles and supplement, and do not substitute for, the Case Interpretations in Interpretations of the Code of Ethics.

Modifications to existing Standards of Practice and additional new Standards of Practice are approved from time to time. Readers are cautioned to ensure that the most recent publications are utilized.