

Austin Luxury Network Rules and Regulations

Effective as of January 1, 2021

Article I - Organization Name

The name of this organization shall be Austin Luxury Network, also known as ALN, owned and operated by Austin Luxury Network LLC.

Article II - Organization Purpose

The purpose of Austin Luxury Network is to provide a platform for participants to a) market luxury properties that are not listed on the Multiple Listing Service either for sale or lease, and b) network luxury buyer needs.

Article III - Participation: Requirements

1. Active real estate salesperson or broker license in the state of Texas;
2. Completion of current year's participation application; and
3. Payment of current year's dues.

Article IV - Participation: Dues and Terms

1. Participation dues are \$500 for the term;
2. Participation term shall run from Jan. 1 to Dec. 31
3. Dues shall not be prorated or refunded for any reason.

Article V - Participation: Benefits, Website

1. Each participant and one designated assistant shall have access to the Austin Luxury Network website. **The information contained in the official Austin Luxury Network website is believed to be reliable. While every effort is made to assure that the information is accurate, the owner(s) of this site and Austin Luxury Network disclaim any implied warranty or representation about its accuracy, completeness or current state for any particular purpose. This includes but is not limited to, information provided by any third party which is accessed through this site via a hyperlink.**
2. The website provides a platform for participants to post listings. The listings must comply with the following requirements:
 - a. Signed listing agreement in place with the participant as listing agent;
 - b. Property shall not be currently listed as active, pending taking back-ups or pending in the Austin Multiple Listing Service;
 - c. List price for a property for sale shall be \$1,000,000 or above;
 - d. List price for a property for lease shall be \$5,000 per month or above;
 - e. Accurate status of the property shall be maintained by the listing agent and any changes in status shall be made to the website within 48 hours. Failure to do so may result in fines (see **Article VIII**); and
 - f. Prior to listing property in MLS, property shall be removed from the Austin Luxury Network by the listing agent. Failure to do so may result in fines (see **Article VIII**).
3. The website provides a platform for participants to post to a message board. The purpose of this message board is for the posting of buyer needs and other real estate related needs and notices such as open houses. The same criteria used for listings shall apply to the message board, needs shall be

- \$1,000,000 and above for sales and \$5,000 per month and above for leases. Any other real estate notices shall pertain to non-MLS properties only. Failure to use the message board correctly shall result in removal of post and may result in fines (see **Article VIII**).
4. Strict adherence to the website access policy is required. Any participant found violating this policy by sharing his/her log-in credentials shall be subject to termination of participation benefits (see **Article VIII**).
 5. Information posted to the website is the property of the listing agent and is for the participants' limited use only. This information, including photographs, may not be reproduced or mass distributed by any person **other than the listing agent**. This includes, but is not limited to, posting to other websites, blogs or social media platforms. This is not intended however, to preclude a participant from sharing information with a client who may fit the needs of a listing or message board posting on the site. It is also not intended to preclude the listing agent and broker of the property from marketing the property as he/she desires. Any participant found in violation of this policy shall be subject to termination of participant benefits. If information appears on a brokerage website or social media platform, all participants of that brokerage shall be subject to termination of participation benefits (see **Article VIII**).

Article VI - Participation: Benefits, Tours, Open Houses and Meetings

1. Attendance at tours, open houses and meetings is not mandatory, however only participants and one designated assistant are allowed to attend. Clients and guests are strictly prohibited.
2. ALN TOUR is held on the first Thursday of each month starting at 9:30 A.M. at rotating locations known as the "Host House". Properties on the tour are required to be held open by the listing agent or other designee until 12:00 P.M.
3. Process for signing up for property tour is as follows:
 - a. Properties are submitted for participation in the tour via the website;
 - b. Properties are placed on the tour on a first come, first served basis;
 - c. Properties must be for sale with a list price \$1,500,000 or above, not listed in Austin MLS and may not have participated in the ALN tour during the previous 12 months;
 - d. Selection of the "Host House" shall be at the sole discretion of the Administrator;
 - e. Lease properties are not eligible for tour; and
 - f. ALN TOUR is limited to 8 properties.
4. ALN OPEN HOUSE is held on the third Thursday of each month. Properties participating in the open house are required to be held open by the listing agent or other designee from 10:00 A.M. – 12:00 P.M.
5. Process for signing up for ALN OPEN HOUSE is as follows:
 - a. Properties are submitted for participation in the open house via the website;
 - b. Properties must be for sale with a list price of \$1,000,000 or above, not listed in Austin ALN and may not have participated in an ALN TOUR or OPEN HOUSE during the previous 12 months;
 - c. There will be no meeting at for the open house, a list of properties that will be open will be emailed to all participants and will appear on the website; and
 - d. ALN OPEN HOUSE has no maximum property participation.
6. **Photography / video recording at properties on the tour and open houses, as well as posting to social media platforms, is strictly prohibited without the express permission of the listing agent.**
7. Regular monthly meetings shall be held at the beginning of the First Thursday property tour. These meetings are an open forum for participants to share upcoming listings and buyer needs that meet the criteria of the organization (not in MLS, over \$1,500,000 for sale and over \$5,000 / month for lease). Notes are taken during these meetings by an Administrator of ALN and are distributed to the participants via email.

8. ALN may also host a Special Meeting throughout the year (dates to be determined) with speakers for participants. The goal of these Special Meetings is to provide information that is pertinent to residential real estate in Austin.

Article VII - Participation: Rules

1. Absolutely no sharing of website login credentials is permitted for any reason.
2. Guests are not permitted at ALN tours or meetings.
3. Status and information pertaining to listings posted on the website shall be kept updated at all times.
4. Participant(s) shall advise ALN Administrator of any changes in sponsoring broker and/or contact information in a timely manner.
5. Participant(s) shall conduct him/herself in a respectable manner during all tours, meetings and/or special events.
6. Participant(s) shall be responsible for any/all damages caused by him/herself to any property on an ALN tour or hosting an ALN meeting or event. Repayment or restoration must transpire within 30 days.

Article VIII - Participation: Violations, Fines, Termination

1. In the event a participant violates the requirements for listings posted to website, one written warning shall be provided via email by Administrator. After that, any further violations during that calendar year shall result in a \$100 fine per offense. If a fine is not paid within 7 business days, website access and participation benefits shall be suspended until payment is made.
2. Unauthorized sharing of website login credentials shall be grounds for immediate termination of participation benefits. Depending on the severity of the violation, the entire brokerage may be subject to termination of participation benefits in Austin Luxury Network.
3. Unauthorized dissemination and/or posting of information from the website shall be grounds for immediate termination. Depending on the severity of the violation, the entire brokerage may be subject to termination of participation benefits in Austin Luxury Network.
4. Violation of any of the rules in **Article VII** may result in immediate termination of participation benefits.
5. A complaint against any participant alleging an infraction of the ALN Rules and Regulations shall be submitted in writing to the manager. Upon hearing from the accused, a decision on what action shall be taken shall be made within 10 business days.
6. In the event of participation termination, the participant shall not be entitled to any refund of dues paid, any listings currently posted on the website shall be immediately removed by ALN administrator, his/her website access shall be immediately terminated and he/she shall not be allowed to participate in property tours or any other participant functions.

Article IX - Expenditures

1. All expenses related to the operation of the organization, including but not limited to website maintenance, tour coordination, tour breakfast and Special Meetings, shall be the responsibility of Austin Luxury Network LLC.
2. Expenses incurred by participants for the promotion of a listing at tour, including but not limited to printed brochures, additional food, shall be at the sole discretion of and the responsibility of the participant.

Article X - Amendment

These Rules and Regulations may be amended at any time at the sole discretion of the Administrator. If changes are made to these Rules and Regulations, such changes shall be provided in writing, via electronic mail, to all participants no fewer than 14 days prior to the effective date of the changes.

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