

**Code of Conduct of the Caribbean Association of  
Real Estate Professionals CAREP®**

The Code of Conduct establishes obligations that may be higher than those mandated by the laws of Each Individual Country, in any instance where the Code of Conduct and the law conflict, the obligations of the laws of Each Individual Country will take precedence.

## Duties to Clients and Customers

### Article I

When representing a buyer, seller, landlord, tenant, or other client as an agent, REAL ESTATE PROFESSIONALS pledge themselves to protect and promote the interests of their client. This obligation to the client is primary, but it does not relieve REAL ESTATE PROFESSIONALS of their obligation to treat all parties honestly. When serving a buyer, seller, landlord, tenant or other party in a non-agency capacity, REAL ESTATE PROFESSIONALS remain obligated to treat all parties honestly.

#### • **Code of Conduct 1-I**

Real Estate Professionals, when acting as principals in a real estate transaction, remain obligated by the duties imposed by the Code of Conduct.

#### • **Code of Conduct 1-II**

The duties the Code of Conduct imposes are applicable whether Real Estate Professionals 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 Conduct on Real Estate Professionals acting in non-agency capacities.

As used in this Code of Conduct, “client” means the person(s) or entity(ies) with whom a Broker or a Broker’s firm 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 Broker or the Broker’s firm; “prospect” means a purchaser, seller, tenant, or landlord who is not subject to a representation relationship with the Broker or Broker’s firm; “agent” means a real estate licensee (including all Real Estate Professionals) acting in an agency relationship and “broker” means a real estate licensee (including All Real Estate Professional) acting as an agent or in a legally recognized non-agency capacity.

#### • **Code of Conduct 1-III**

BROKERS, in attempting to secure a listing, shall not deliberately mislead the owner as to market value.

#### • **Code of Conduct 1-IV**

BROKERS, 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 Broker’s services.

#### • **Code of Conduct 1-V**

BROKERS may represent the seller/landlord and buyer/tenant in the same transaction and shall inform both parties in writing.

#### • **Code of Conduct 1-VI**

BROKERS shall submit offers and counter-offers objectively and as quickly as possible.

#### • **Code of Conduct 1-VII**

When acting as listing Broker, Real Estate Professionals 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. Real Estate Professionals shall not be obligated to continue to market the property after an offer has been accepted by the seller/landlord.

**• Code of Conduct 1-VIII**

BROKERS, acting as agents or Real Estate Professionals 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. Real Estate Professionals, acting as agents or Real Estate Professionals 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.

**• Code of Conduct 1-IX**

The obligation of Real Estate Professionals to preserve confidential information, 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. Real Estate Professionals shall not knowingly, during or following the termination of professional relationships with their clients:

- i) reveal confidential information of clients; or
- ii) use confidential information of clients to the disadvantage of clients; or
- iii) use confidential information of clients for the Broker's advantage or the advantage of third parties unless:
  - a) clients consent after full disclosure; or
  - b) BROKERS 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 a Broker or the Broker's employees or ASSOCIATE MEMBER against an accusation of wrongful conduct.

Information concerning latent material defects is not considered confidential information under this Code of Conduct.

**• Code of Conduct 1-X**

BROKERS 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.

**• Code of Conduct 1-XI**

BROKERS 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.

**• Code of Conduct 1-XII**

When entering into buyer/tenant agreements and or listing contracts, Real Estate Professionals must advise potential clients of:

- 1) The Real Estate Professionals 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 Real Estate

Professionals, from the seller or landlord, or from other parties;

4) 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.

• **Code of Conduct 1-XIII**

BROKERS, in response to inquiries from buyers or cooperating Real Estate Professionals shall, with the sellers' approval, disclose the existence of offers on the property.

Article 2

BROKERS shall avoid exaggeration, misrepresentation, or concealment of pertinent facts relating to the property or the transaction. Real Estate Professionals 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.

• **Code of Conduct 2-I**

BROKERS 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 Broker the obligation of expertise in other professional or technical disciplines.

• **Code of Conduct 2-2**

BROKERS shall knowingly, not be parties or assist in the naming of a false consideration in any document in particular the selling price of a property as disclosed on any transfer document.

Article 3

BROKERS shall cooperate with other Real Estate Professionals 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.

• **Code of Conduct 3-I**

BROKERS, acting as exclusive agents or Real Estate Professionals of sellers/landlords, establish the terms and conditions of offers to cooperate. Unless expressly indicated in offers to cooperate, cooperating Real Estate Professionals may not assume that the offer of cooperation includes an offer of compensation. Terms of compensation, if any, shall be ascertained by cooperating Real Estate Professionals before beginning efforts to accept the offer of cooperation.

• **Code of Conduct 3-II**

BROKERS shall, with respect to offers of compensation to another Broker, timely communicate any change of compensation for cooperative services to the other Broker prior to the time such Broker produces an offer to purchase/lease the property.

• **Code of Conduct 3-III**

Code of Conduct 3-2 does not preclude the listing broker and cooperating broker from entering into an agreement to change cooperative compensation.

• **Code of Conduct 3-IV**

It is the obligation of agents to promptly disclose all pertinent facts to the principal's agent prior to as well as after a purchase or lease agreement is executed.

**• Code of Conduct 3-V**

BROKERS shall disclose the existence of accepted offers, including offers with unresolved contingencies, to any broker seeking cooperation.

**• Code of Conduct 3-VI**

When seeking information from another Broker concerning property under a management or listing agreement, Real Estate Professionals shall disclose their Broker status and whether their interest is personal or on behalf of a client and, if on behalf of a client, their representational status.

**• Code of Conduct 3-VII**

BROKERS shall not misrepresent the availability of access to show or inspect a listed property.

Article 4

BROKERS shall not acquire an interest in, or buy, or present offers from themselves, or any member of their immediate families or their firms, or any member thereof, or any entities in which they have any ownership interest or any real property. In selling property of their own, or in which they have any interest, Real Estate Professionals shall reveal their ownership or interest in writing to the purchaser or the purchaser's representative.

*• Code of Conduct 4-I*

For the protection of all parties, the disclosures required by Article 4 shall be in writing and provided by Real Estate Professionals prior to the signing of any contract.

Article 5

BROKERS 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

BROKERS 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.

**• Code of Conduct 6-I**

BROKERS 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.

Article 7

In a transaction, Real Estate Professionals 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 Broker's client or clients.

Article 8

BROKERS 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

BROKERS, 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.

### **• Code of Conduct 9-I**

For the protection of all parties, Real Estate Professionals 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.

## Duties to the Public

## Article 10

BROKERS shall not deny equal professional services to any person for reasons of race, color, religion, sex, handicap, familial status, or national origin. Real Estate Professionals 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.

BROKERS, 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.

### **• Code of Conduct 10-I**

When involved in the sale or lease of a residence, Real Estate Professionals shall not volunteer information regarding the racial, religious or ethnic composition of any neighborhood.

### **• Code of Conduct 10-II**

BROKERS 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.

### **• Code of Conduct 10-III**

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.

## Article 11

The services which Real Estate Professionals 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.

BROKERS 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.

• **Code of Conduct 11-I**

The obligations of the Code of Conduct 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 Broker is an agent, the obligations of a fiduciary.

• **Code of Conduct 11-II**

When REAL ESTATE PROFESSIONALS provide consultative 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 consultative services, a separate compensation may be paid with prior agreement between the client and Broker.

• **Code of Conduct 11-III**

The competency required by Article 11 relates to services contracted for between Real Estate Professionals and their clients or customers; the duties expressly imposed by the Code of Conduct; and the duties imposed by law or regulation.

Article 12

BROKERS shall be careful at all times to present a true picture in their advertising and representations to the public. Real Estate Professionals shall also ensure that their professional status (e.g., broker, appraiser, property manager, etc.) or status as REAL ESTATE PROFESSIONALS is clearly identifiable in any such advertising.

• **Code of Conduct 12-I**

BROKERS 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 services are clearly disclosed at the same time.

• **Code of Conduct 12-II**

BROKERS 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 Broker to obtain a benefit from a third party is clearly disclosed at the same time.

• **Code of Conduct 12-III**

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 Broker making the offer. However, Real Estate Professionals 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 Broker’s offer will have clear, thorough, advance understanding of all the terms and conditions of the offer.

• **Code of Conduct 12-IV**

BROKERS shall not offer for sale/lease or advertise property without authority. When acting as a listing broker, Real Estate Professionals shall not quote a price different from that agreed upon with the seller/landlord.

**• Code of Conduct 12-V**

BROKERS shall not advertise nor permit any person employed by or affiliated with them to advertise listed property without disclosing the name of the firm.

**• Code of Conduct 12-VI**

BROKERS, 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 Real Estate Professionals or real estate licensees.

**• Code of Conduct 12-VII**

Only Real Estate Professionals 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.

Article 13

BROKERS 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, Real Estate Professionals shall place all pertinent facts before the proper tribunals and shall take no action to disrupt or obstruct such processes.

**• Code of Conduct 14-1**

BROKERS shall not make any unauthorized disclosure or dissemination of the allegations, findings, or decision developed in connection with a code of conduct hearing or appeal or in connection with an arbitration hearing or procedural review.

**• Code of Conduct 14-II**

BROKERS shall not obstruct the Real Estate 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, a code of conduct complaint, or testimony given before any tribunal.

**• Code of Conduct 14-III**

BROKERS shall not intentionally impede the Board’s investigative or disciplinary proceedings by filing multiple Conduct complaints based on the same event or transaction.

Duties to the REAL ESTATE  
PROFESSIONALS

Article 15

BROKERS shall not knowingly or recklessly make false or misleading statements about competitors, their businesses, or their business practices.

**• Code of Conduct 15-I**

BROKERS shall not knowingly or recklessly file false or unfounded code of conduct complaints.

Article 16

BROKERS shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that other Real Estate



Professionals have with clients.

• **Code of Conduct 16-I**

Article 16 is not intended to prohibit aggressive or innovative business practices which are otherwise ethical and does not prohibit disagreements with other Real Estate Professionals involving commission, fees, compensation or other forms of payment or expenses.

• **Code of Conduct 16-II**

Article 16 does not preclude Real Estate Professionals 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 Broker. 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.

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 Broker; and

Second, mail or other forms of written solicitations of prospects whose properties are exclusively listed with another Broker 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 Real Estate Professionals under offers of sub agency or cooperation.

• **Code of Conduct 16-III**

Article 16 does not preclude Real Estate Professionals 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 Real Estate Professionals’ 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 Real Estate Professionals to whom such offers to provide services may be made.

• **Code of Conduct 16-IV**

Real Estate Professionals shall not solicit a listing which is currently listed exclusively with another broker. However, if the listing broker, when asked by the co-operating Broker, 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 co-operating Broker may contact the owner to secure such information and may discuss the terms upon which the Principal Broker might take a future listing or, alternatively, may take a listing to become effective upon expiration of any existing exclusive listing.

• **Code of Conduct 16-V**

BROKERS shall not solicit buyer/tenant agreements from buyers/ tenants who are subject to exclusive buyer/tenant agreements. However, if asked by a co-operating Broker, the broker refuses to disclose the expiration date of the exclusive buyer/tenant agreement, the co-operating Broker may contact the buyer/tenant to secure such information and may discuss the terms upon which the co-operating Broker 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.

• **Code of Conduct 16-VI**

When Real Estate Professionals are contacted by the client of another Broker regarding the creation of an exclusive relationship to provide the same type of service, and Real Estate Professionals 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.

• **Code of Conduct 16-VII**

The fact that a prospect has retained a Broker as an exclusive representative or exclusive broker in one or more past transactions does not preclude other Real Estate Professionals from seeking such prospect's future business.

• **Code of Conduct 16-VIII**

The fact that an exclusive agreement has been entered into with a Broker shall not preclude or inhibit any other Broker from entering into a similar agreement after the expiration of the prior agreement.

• **Code of Conduct 16-IX**

BROKERS, 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.

• **Code of Conduct 16-X**

BROKERS, acting as buyer or tenant representatives or Real Estate Professionals, 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.

• **Code of Conduct 16-XI**

On unlisted property, Real Estate Professionals acting as buyer/tenant representatives or Real Estate Professionals 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.

BROKERS shall make any request for anticipated compensation from the seller/landlord at first contact.

**• Code of Conduct 16-XII**

BROKERS, acting as representatives or Real Estate Professionals of sellers/landlords of listing Real Estate Professionals, 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.

**• Code of Conduct 16-XIII**

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 to prospects, Real Estate Professionals shall ask prospects whether they are a party to any exclusive representation agreement. Real Estate Professionals 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.

**• Code of Conduct 16-XIV**

BROKERS 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.

**• Code of Conduct 16-XV**

In cooperative transactions, Real Estate Professionals shall compensate cooperating Real Estate Professionals (Principal Broker) and shall not compensate nor offer to compensate, directly or indirectly, any of the sales licensees employed by or affiliated with other Real Estate Professionals without the prior express knowledge and consent of the cooperating broker.

**• Code of Conduct 16-XVI**

BROKERS, acting as agents or buyer/tenant representatives or Real Estate Professionals, shall not use the terms of an offer to purchase/lease to attempt to modify the listing broker's offer of compensation to buyer/tenant representatives or Real Estate Professionals nor make the submission of an executed offer to purchase/lease contingent on the listing broker's agreement to modify the offer of compensation.

**• Code of Conduct 16-XVII**

BROKERS, acting as buyer/tenant representatives or Real Estate Professionals, shall not attempt to extend a listing broker's offer of cooperation and/or compensation to other Real Estate Professionals without the consent of the listing broker.

**• Code of Conduct 16-XVIII**

BROKERS shall not use information obtained from listing Real Estate Professionals through offers to cooperate made through multiple listing services or through other offers of cooperation to refer listing Broker's clients to other Real Estate Professionals or to create buyer/tenant relationships with listing Brokers' clients, unless such use is authorized by listing Broker.

**• Code of Conduct 16-XIX**

Signs giving notice of property for sale, rent, lease, or exchange shall not be placed on property without consent of the seller/landlord.

**• Code of Conduct 16-XX**

BROKERS, 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 Real Estate Professionals (principals) from establishing agreements with their ASSOCIATED licensees governing assign ability of exclusive agreements.

Article 17

In the event of contractual disputes or specific non-contractual disputes as defined in Code of Conduct 17-4 between Real Estate Professionals (principals) Associated with different firms, arising out of their relationship as Real Estate Broker, the Real Estate Professionals 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 Real Estate Professionals wish to arbitrate contractual disputes arising out of real estate transactions, Real Estate Professionals 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 Real Estate Professionals (principals) to cause their firms to arbitrate and be bound by any award.

**• Code of Conduct 17-I**

The filing of litigation and refusal to withdraw from it by Real Estate Professionals in an arbitrable matter constitutes a refusal to arbitrate.

**• Code of Conduct 17-II**

Article 17 does not require Real Estate Professionals 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.

**• Code of Conduct 17-III**

BROKERS, when acting solely as principals in a real estate transaction, are not obligated to arbitrate disputes with other Real Estate Professionals absent a specific written agreement to the contrary.

**• Code of Conduct 17-IV**

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. 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.

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. 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.

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.

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 Real Estate Professionals 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 Real Estate Professionals.

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.

#### Explanatory Notes

The reader should be aware of the following policies which have been approved by the Board of Directors of the Caribbean Association of Real Estate Professionals:

In filing a charge of an alleged violation of the Code of Conduct by a Broker, 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 Conduct. Modifications to existing Standards of Practice and additional new Standards of Practice are approved from time to time.