



## **Board of Directors Code of Conduct**

**PRINT NAME:** \_\_\_\_\_

### **Role of a Board Member**

Each Director of the Greater Harrisburg Association of REALTORS® helps to provide strong leadership for the Association by setting a sound and accurate course for its future and by establishing policy and procedures that ensure the Association fulfills its legal and professional responsibilities. Specific responsibilities of the Board and the Directors as spelled out in the Constitution and Bylaws, and established Policy include but are not limited to:

- Act as the governing body of the Association.
- Set qualifications for membership.
- Appoint and evaluate the Chief Executive Officer.
- Approve committee chairs and vice chairs.
- Approve certain committee appointments.
- Review and act upon committee requests.
- Elect Directors or Officers to fill an un-expired term in case of vacancy.
- Approve date and place in September/October of annual meeting of the Association.
- Set dates, application fees, and approve an annual budget upon recommendation of Finance Committee.
- Administer the finances of the Association and select appropriate avenues for investment of Association funds.
- Confirm decisions of Ethics Hearing Panels, hear appeals as necessary, and ensure compliance of appropriate disciplinary action, in cases involving violations of the Code of Ethics, the Constitution and Bylaws, or Rules and Regulations.
- Approve and amend such rules, regulations and policies as are necessary to the operation of the Association.
- Participate in the Strategic Planning Day for the Association, attend Annual Meeting and Trade Fair, and attend Holiday Lunch and Installation of Officers and Directors.
- Serve without compensation.
- Represent the entire membership by: complying with the Conflict of Interest Policy, soliciting member input as much as possible, placing the welfare of the entire membership ahead of personal, geographic or factional considerations and expressing their view points and sharing their opinions on issues before the group
- Be informed and knowledgeable in areas of particular interest, concern and importance to the Association and the real estate industry on a national, state and local level.
- Volunteer for association committees and task forces. The Professional Standards and Grievance Committees are excluded from this policy.
- Serve as a Goodwill Ambassador to the members at large.
- Provide reasonable access to member guests. It is the policy of the Association to protect the interests of its members and employees in maintaining confidentiality. All guests and staff will be excused when the Board is called into Executive Session, at which time matters relating to confidential personnel matters, professional standards hearings, results and appeals, and attorney-client communications, among other possible matters, may be discussed.

- Provide comment on membership development and the establishment of member services.

Directors are a vital link between the membership and the Association. Directors should bring from the membership specific problems or concerns and should take back information concerning the Association's activities and programs.

**Additional responsibilities:**

- Attend and participate in regular and special Board of Directors' meetings.
- Attend and participate in the Annual Meeting and Trade Fair, the Strategic Planning Day and the Holiday Lunch and Installation of Officers and Directors. These Association events are considered special board meetings.
- Attendance, participation, and support of Association programs, meetings, the major social events, and other activities.
- Attend applicable meetings as requested.
- Attend the three breakfasts hosted by the Government Affairs Committee (Municipal Officials, County Commissioners and Legislative).
- Participate in the grassroots efforts of the Association.
- Respond to Calls for Action issued by NAR, PAR and GHAR.
- Support the RPAC.
- Support the Greater Harrisburg Association of REALTORS® Foundation.

Any member of the Board of Directors who is absent from more than two regular (or special) meetings a year, shall be construed as a resignation and that director shall automatically be removed from office.

I acknowledge receipt and review of the duties and responsibilities of an Association Director and agree to perform these to the best of my ability:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Legal Counsel**

The association shall engage the services of legal counsel to advise and counsel the association relative to matters of interest to the association which may have legal implications. Legal counsel shall engage in work on behalf of the association only after receiving approval from the President or Chief Executive Officer. The only persons authorized to directly contact and/or engage legal counsel for work on behalf of the association are the President and Chief Executive Officer. If a member contacts counsel, they should be told that counsel will only spend time on their inquiry if the member is willing to pay for that time. Furthermore, counsel may only discuss those matters which the Board of Directors has authorized them to discuss.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ANTITRUST COMPLIANCE POLICY**

Associations of REALTORS® shall not enact or enforce any rule which restricts, limits, or interferes with participants in their relations with each other, in their broker/client relationships, or in the conduct of their business in the following areas.

Associations of REALTORS® shall not:

1. Fix, control, recommend, or suggest the commissions or fees charged for real estate brokerage services.
2. Fix, control, recommend, or suggest the cooperative compensation offered by listing brokers to potential cooperating brokers.
3. Base dues, fees, or charges on commissions, listed prices, or sales prices. Initial participation fees and charges should directly relate to the costs incurred in bringing services to new participants.
4. Modify, or attempt to modify, the terms of any listing agreement; this does not prohibit administrative corrections of property information necessary to ensure accuracy or consistency in MLS compilations.
5. Prohibit or discourage members from taking exclusive agency listings.
6. Prohibit or discourage members from taking “office exclusive” listings.
7. Give blanket authority to deal with or negotiate with buyers or sellers exclusively represented by other members.
8. Establish, or permit establishment of, any representational or contractual relationship between an MLS and sellers, buyers, landlords, or tenants.
9. Prohibit or discourage cooperation between participants in the MLS and brokers that do not participate in the MLS.
10. Prohibit or discourage members from participating in political activities.
11. Interfere in or restrict members in their relationships with their affiliated licensees.

As used in this policy, “rule” includes all rules, regulations, bylaws, policies, procedures, practices, guidelines, or other governance provisions, whether mandatory or not.

These policy prohibitions are subject to and limited by applicable statutes, ordinances, and governmental regulations, to agreements entered into by an MLS or association of REALTORS® and an agency of government, and to final decrees of courts or administrative agencies.

This policy does not prohibit boards or associations of REALTORS® from adopting rules or policies establishing the legitimate uses of MLS information, from prohibiting unauthorized uses of MLS information, or from establishing rules or policies necessary to prevent illegal collective action, including price-fixing and boycotts.

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Signature

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Date

### **Confidential Information**

GHAR property includes not only tangible property, but also intangible property such as information. Proprietary information includes all information obtained by board members during the course of their work or while performing GHAR related functions and duties. GHAR board members will receive and have access to information that is confidential in nature to GHAR, its members, employees and vendors. Information not otherwise made public, but disclosed to Directors about the Association’s particular processes, services, proposals, operations, methodologies, plans, policies, and programs is proprietary or privileged information of the Association.

Except as required by my duties as a Director I agree that I shall not directly or indirectly use, disseminate, disclose, or publish information concerning any such privileged and/or proprietary information of the Association.

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Signature

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Date

## **Conflict of Interest Policy**

No member of the Greater Harrisburg Association of REALTORS® (herein “the Association”) Board of Directors shall derive any personal profit or gain, directly or indirectly, by reason of his or her participation in the Board of Directors. No member of the Board of Directors shall divulge or disseminate any confidential, proprietary or privileged information of the Association, its employees and/or its members.

A “conflict of interest” for these purposes shall be defined as any actual or potential opportunity to influence a business decision of the Association, either directly or indirectly, through one’s official position with the Association, or through one’s outside personal interests, which may allow personal gain and/or may adversely affect the Association.

Each Director shall promptly and fully disclose in writing to the Board of Directors any actual, potential or perceived conflict of interest which he or she may have in any matter pending before the Board of Directors and shall abstain from participation in any decision-making process on such matter, unless the other Directors determine upon review of the disclosed information that no actual or potential conflict of interest exists.

### **Members of the Board of Directors shall:**

- Avoid placing (and avoid the appearance of placing) one’s own self-interest or any third-party interest above that of GHAR; while the receipt of incidental personal or third-party benefit may necessarily flow from certain GHAR activities, such benefit must be merely incidental to the primary benefit to GHAR and its purposes;
- Not abuse their Board membership by improperly using their Board membership or GHAR’s staff, services, equipment, materials, resources, or property for their personal or third-party gain or pleasure, and shall not represent to third parties that their authority as a Board member extends any further than that which it actually extends;
- Not engage in any outside business, professional or other activities that would directly or indirectly materially adversely affect GHAR;
- Not engage in or facilitate any discriminatory or harassing behavior directed toward GHAR staff, members, officers, directors, meeting attendees, exhibitors, advertisers, sponsors, suppliers, contractors, or others in the context of activities relating to GHAR;
- Not solicit or accept gifts, gratuities, free trips, personal property, or any other item of value from any person or entity as a direct or indirect inducement to provide special treatment to such donor with respect to matters pertaining to GHAR without fully disclosing such items to the Board of Directors;
- Provide goods or services to GHAR as a paid vendor to GHAR only after full disclosure to, and advance approval by, the Board, and pursuant to any related procedures adopted by the Board;
- Not persuade or attempt to persuade any employee of GHAR to leave the employ of GHAR or to become employed by any person or entity other than GHAR; and
- Not persuade or attempt to persuade any member, exhibitor, and advertiser, sponsor, advertiser, sponsor, subscriber, supplier, contractor, or any other person or entity with an actual or potential relationship to or with GHAR to terminate, curtail or not enter into its relationship to or with GHAR, or to in any reduce the monetary or other benefits to GHAR of such relationship.

### **Disclosure of Conflicts of Interest:**

I agree to timely disclose in writing to the Board of Directors all circumstances that constitute an actual, potential or perceived conflict of interest.

- A. In addition to my service with the Association, at this time I am a director, member, owner, partner, shareholder or an employee/independent contractor of the following entities:

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B. I certify that:

- 1) I am not now nor at any time during the past year have I been a participant, directly or indirectly, in any arrangement, agreement, investment, or other activity with any vendor, supplier, person, entity or other party transacting business with the Association, which participation has resulted, or could result, in personal/financial benefit to me.
  - 2) I am not now nor at any time during the past year have I been a recipient, directly or indirectly, of any salary payments, commissions, loans, gifts of any kind or any free service or discounts or other valuable consideration from, or on behalf of, any vendor, supplier, person, entity or other party doing business with the Association.
  - 3) Any exceptions to 1) or 2) are listed below with a full description of the transactions, parties involved, and any interest and/or benefit, whether direct or indirect, which I have or have received, currently or in the past year, and that no other exceptions to 1) or 2) exist.
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Signature

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Date

### **Social Media Policy**

All GHAR Leaders (Officer, Board of Directors, Committee Chairs and Vice Chairs, Committee Member) engaging in online, electronic dialogue as a delegate of the organization should comply with the following guidelines.

GHAR uses publicly facing pages on social media sites for viewing as well as posting or uploading content. These social media sites include but are not limited to various blogging, bulletin boards, networks, multimedia and news media sites, Facebook, twitter, LinkedIn, Instagram, email or other user-generated content sites that may be developed and utilized in the future (“Social Media Sites”).

### **Utilization of the Social Media**

The use of the social media among our members and those involved in the real estate business including existing and potential customers can be most beneficial to our members and GHAR provides this policy not as an intent to restrict activity but rather only to assure that social media activity is appropriate. We encourage our members to pursue social media communications that are of benefit to their business activities and consistent with the limitations provided under the GHAR Social Media Policy.

### **General Restrictions on Use**

No GHAR leader using the Social Media shall have any expectation of privacy. GHAR reserves all rights to review personal websites, blogs and other communications that are brought to the attention of GHAR and may be a violation of this Social Media Policy or otherwise may impact GHAR. GHAR reserves the right to prohibit, restrict, block, suspend, terminate, delete, or discontinue your access to any GHAR Social Media Site, at any time, without notice. GHAR may, without any notice and for any reason in its sole discretion, remove, delete, block, filter or restrict any communication that is in violation of this GHAR Social Media Policy or the terms of national, state and local Realtor® membership. You understand and agree that GHAR may disclose your communications and activities with GHAR in response to lawful requests by governmental authorities, including Patriot Act requests, judicial orders, warrants or subpoenas, or for the

protection of GHAR rights. You agree that in the event that GHAR exercises any of its rights hereunder for any reason, GHAR will have no liability to you for any infringement with your sole and exclusive remedy to bring a grievance to the Board of Directors following review with the GHAR Chief Executive Officer and if unresolved, with the Executive Committee.

### **Specific Use Restrictions**

- You are prohibited from posting any obscene, profane, adult-oriented, pornographic, harassing, discriminatory, menacing, threatening and otherwise offensive text, art, photos, videos, graphics, cartoons and other content not becoming of the purpose and goal of GHAR or to the REALTOR<sup>®</sup> Code of Ethics as it pertains to your customers, other licensed agents or the public image of GHAR or any of its members.
- You are prohibited from inappropriately using GHAR trademarks, slogans, videos, podcasts, or any other company-owned content on your personal and professional social media.
- You must advise in any posting on GHAR Social Media that your comments, opinions or statements are those from you and not from GHAR, any member or yourself as a member speaking on behalf of GHAR or other GHAR members.
- You are prohibited from posting any content that concerns the ongoing business of GHAR acquired as a result of being a GHAR Leader or a participant in any activity of GHAR, including discussions at time of meetings, actions taken, financial information or generally the GHAR administration, governing and operations process except for the minutes, announcements, actions or other finalized GHAR initiatives that are part of the approved actions taken by GHAR formally released for publication by GHAR to the Membership or the Public.
- All users of the GHAR Social Media agree that you will not: violate any local, state, federal and international laws and regulations, including but not limited to copyright and intellectual property rights laws regarding any content that you send or receive via this Policy; transmit any material (by uploading, posting, email or otherwise) that is unlawful, disruptive, threatening, profane, abusive, harassing, embarrassing, tortuous, defamatory, obscene, libelous, or is an invasion of another's privacy, is hateful or racially, ethnically or otherwise objectionable as solely determined in GHAR's discretion; impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; transmit any material (by uploading, posting, email or otherwise) that you do not have a right to make available under any law or under contractual or fiduciary relationships; transmit any material (by uploading, posting, email or otherwise) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; transmit (by uploading, posting, email or otherwise) any unsolicited or unauthorized advertising (including advertising of non GHAR services or products), promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation; transmit any material (by uploading, posting, email or otherwise) that contains software viruses, worms, disabling code, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; harass another; or collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent; or to share confidential pricing information of any party.
- You agree that any claim or dispute relating to your posting of any content on a Social Media Site on the internet shall be construed in accordance with the laws of the State of Pennsylvania.
- You may not provide any content to a Social Media Site that contains any product or service endorsements or any content that may be construed as political lobbying, solicitations or contributions or use the Social Media Site to link to any sites or political candidates or parties or use the Social Media Site to discuss political campaigns, issues or for taking a position on any legislation or law.

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Signature

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Date

## **Photo/Video/Media Release**

I, \_\_\_\_\_ (please print), grant permission to Greater Harrisburg Association of REALTORS® (GHAR) and its associates, the unrestricted right to photograph, videotape, or audiotape me for the purpose of publication, marketing, rebroadcast, display, or advertising, in any manner, including edited format, in both present time and the future. I grant permission to GHAR to distribute these materials for the purpose of publishing, posting on the association's website, posting to social media platforms, broadcasting on television or radio, and/or other mediums as determined by GHAR.

In addition to images and recordings, I grant my permission to use statements given by me during an interview or discussion, with or without my name, for any purpose including marketing and publicity, without restriction.

I hereby release GHAR and its legal representatives for all claims and liability relating to said media. I waive my right to any compensation.

I am aware that external media organizations may attend GHAR association and foundation events. I give permission to be photographed, video-taped, and audio-taped with the possibility of publication and/or broadcast.

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