*APPROVED*

 *by protocol №2 of the Company's general meeting of the Association of Realtors of St. Petersburg*

*15.11.2016*

*APPROVED*

*by protocol №1 of the Company's general meeting of the Association of Realtors of St. Petersburg*

*26.04.2018*

*by protocol №2 of the Company's general meeting of the Association of Realtors of St. Petersburg*

*15.11.2018*

*Modifications and amendments APPROVED*

*by protocol №2 of the Company's general meeting of the the Association of Realtors of St. Petersburg*

*15.11.2022*

***OCCUPATIONAL STANDARTS***

***1. FIELD OF APPLICATION***

*Set of standards is based on national standard of the Russian Guild of Realtors and occupational standards of Association of Realtors of St. Petersburg and Leningrad Oblast and are mandatory for member firms of the Association of Realtors of St. Petersburg and Leningrad Oblast (hereinafter referred to as Associations) and are considered to govern relations between real estate companies and their clients in the process of real estate deals and also between real estate companies while conducting joint deals.*

*Standards are mandatory for legal entities and individual entrepreneurs who have Certificate of Compliance given in accordance with the requirements of the Standard.*

*Set of standards (hereinafter referred to as Standards) determine the structure and proper quality of brokerage services in transactions with real estate and rights to them.*

***2. REGULATORY REFERENCES***

*This Standard uses references to the following regulatory documents:*

* *National standards of real estate activity POCC РГР RU № И046.04 РН00*
* *СТО РГР 010.01 — 02 «General requirements for development, adoption and design of standards»;*
* *СТО РГР 010.02 — 02 «Terms and definitions»;*
* *СТО РГР – «Claims to certification Authorities for brokerage services»*

***3. TERMS***

*3.1. The following terms and definitions are used in Standard.*

***Real estate specialist******– Agent*** *— an private individual, an employee or individual entrepreneur providing services during transactions in the real estate market, trained and certified in accordance with the National Standard "Real Estate activity. Brokerage services in the real estate market. General requirements for the qualification of a Real estate Specialist – Agent» and acting under the supervision of a Broker within an labor or civil law relationship with an employer.*

***Qualifying requirements:***

*At least 2 years of practical real estate and management experience. Skills development at least once every 3 years in approved training centers within «* *Voluntary Certification System» in the real estate market.*

***Brokerage service agreement (Agreement)*** *— the agreement between the Consumer and the Contractor, the subject of which is the provision of Brokerage services.*

***Brokerage activity*** *— is an activity of legal entities and individual entrepreneurs carried out at the expense and in the interests of Consumers and related to the modification, establishment and termination of the right to Real Estate Unit.*

***Brokerage service*** *— is a service provided by the* ***Contractor*** *to the* ***Consumer*** *when performing transactions with real estate units and rights to them.*

***The******Contractor (of a brokerage service)*** *— a legal entity or an individual entrepreneur providing a Brokerage service in accordance with the Standards*

***Qualifying requirements:***

***The******Contractor*** *must be certified in accordance with National standards of real estate activity POCC RU № И046.04 РН00. The number of those who have been trained and certified in accordance with the National standard «Real Estate activity».*

***Real estate property*** *— land plots, subsurface site, isolated bodies of water, all objects that are connected to the land in such a way that their transportation is impossible without incommensurate detriment to their purpose, including buildings, structures, residential and non-residential premises, ownership and other real rights, the transfer of which from one person to another is subject to registration in accordance with the law of the Russian Federation «Concerning the State Registration of Rights to Immovable Property and Transactions Involving Such Property».*

***The Consumer*** *— is a transferee and/or rightholder of the property, entered into a contractual relationship with the Contractor for Brokerage service. Consumers do not include other Contractors representing the interests of Consumers with whom they have concluded relevant contracts.*

***Deal*** *— is actions of Brokerage services Consumers aimed at modification, establishing or terminating their rights to Real Estate.*

***Joint deals*** *— are deals, in which different Contractors represent the interests of different Consumers, in accordance with the agreements concluded between them.*

***Counter (alternative) deal*** *— is a deal in which at least one of the parties puts forward as a mandatory condition for the disposal of property belonging to it or property rights to it, the simultaneous acquisition of other property.*

***Chain of deals*** *— a number of transactions in which property (property rights) is used, in turn they are rights susceptible of assignment on the terms of the acquisition of other property*

***Resettlement*** *— a deal in which the condition for rights susceptible of assignment of real estate is the selection of more than one object (alternative housing) for sellers of a resettled apartment.*

***Escrow Service*** *— a service for the organization of control over the fulfillment by the participants of transactions of their obligations and related settlements.*

***Decision-making body*** *— non-profit partnership «Russian Guild of Realtors» that created a system of voluntary certification of services in the real estate market of the Russian Federation and is endowed with appropriate powers by State Committee for the Russian Federation for Standardization and Metrology (РОСС RU № И046. 04 РН00).*

***Dispute resolution committee*** *— Commission on consumer rights and professional ethics, authorized in accordance with the charter of the committee to consider disputes, complaints and claims against the actions of certified* ***Contractors (****in exceptional cases, not certified* ***Contractors****).*

***Inter-agency Database*** *— this is a software product owned by the Association representing the information exchange service between its members, hosted on the Association's domain (arspb.ru).*

***Inter-agency Database-agreement*** *— is an Brokerage service agreement «the seller-Contractor» which provides for the obligation of the Contractor representing the interests of the seller, to post information about the proposed property for alienation at Inter-agency Database (multi-listing system) on the terms of the commission division with another contractor representing the interests of the buyer. Inter-agency Database-agreement may, in cases where it does not contradict the legislation of the Russian Federation, set restrictions on the seller's right for the duration of Inter-agency Database-agreement to grant another* ***Contractor*** *the right to advertise and (or) sell their property.*

*3.2 The other terms used in the* ***Standard*** *correspond to meet the СТО РГР 010.02. — 02 «Terms and definitions»*

***4. THE CONTENT OF BROKERAGE SERVICES***

*4.1* ***Brokerage services*** *provided to* ***Consumers*** *in accordance with these Standards, they are divided into basic and additional ones.*

*The lists of basic and additional brokerage services provided in articles 4.3. and 4.4. of these Standards cover typical services provided to representatives of the main* ***Consumer*** *groups, who carry out transactions in the real estate market and do not take into account services, the need for which may be due to the specifics of specific deals and/or the relationships of their participants.*

*4.2* ***Contractors*** *acting in accordance with Standards do not have the right to refuse to provide basic* ***Brokerage services*** *to consumers due to the inability to perform them.*

*The provision of* ***Brokerage services*** *classified by these Standards as additional is carried out by agreement of the parties, fixed in the* ***Agreement. Contractors*** *acting in accordance with these Standards have the right to refrain from providing**additional* ***Brokerage services to Consumers.***

*4.3 The main* ***Brokerage services*** *include the following types of work (services):*

*4.3.1. Works (services) performed in the interests of clients-sellers of real estate property:*

*4.3.1.1 advising on current prices on the real estate market, rules and specifics of transactions on the alienation of real estate.*

*4.3.1.2. assistance in determining a realistic offer price and realistic conditions for the sale of a property.*

*4.3.1.3. development and implementation of a marketing program for the promotion of a real estate object.*

*4.3.1.4. receiving requests from potential Buyers of the property, providing additional information about the characteristics and conditions of sale of the property.*

*4.3.1.5. organization and actual holding of the facility's displays to potential Buyers.*

*4.3.1.6. representing the interests of the Seller in negotiations with Buyers who have expressed their intention to purchase an object.*

*4.3.1.7. when the Seller provides the appropriate authority — conclusion of an* ***Agreement*** *with the Buyer or proper representative, an agreement or other document regulating the procedure and conditions for making a transaction with a property as well as receiving an advance payment, security payment, deposit or other payment from the Buyer or his proper representative confirming the Buyer's intention to purchase the object.*

*4.3.2. Works (services) performed in the interests of clients-Buyers of real estate:*

*4.3.2.1. advising on Sellers' offers in the current real estate market, rules and specifics of transactions for the acquisition of real estate.*

*4.3.2.2. if necessary, consulting on the provision of mortgage loans, as well as the selection of a mortgage program and performing actions aimed at approving the Buyer as a borrower in a selected bank.*

*4.3.2.3.* *assistance in determining a realistic purchase price for a property based on the parameters set by the Buyer.*

*4.3.2.4. identification of property units corresponding to the parameters defined by the Buyer.*

*4.3.2.5. finding out additional information about the characteristics and conditions of sale of the objects that interested the Buyer.*

*4.3.2.6. organization of inspections by the Buyer of property units and actual support of the Buyer during the inspection.*

*4.3.2.7. representation of the Buyer's interests in negotiations with the Seller(s) of the property units, the characteristics of which best meet the task of acquisition.*

*4.3.2.8. when the Buyer provides the appropriate authority, the conclusion of a* ***Deal*** *with the Seller or his proper representative, an agreement or other document regulating the procedure and conditions for making a transaction with an object, as well as the transfer to the Seller or his appropriate representative of an advance payment, security payment, deposit or other amount confirming the Buyer's intention to purchase the object.*

*4.3.3. Works (services) performed in the interests of clients-* *owner/* *renter of real estate property:*

*4.3.3.1. advising on the prevailing prices in the rental real estate, the rules and specifics of real estate lease/rental transactions.*

*4.3.3.2. assistance in determining a realistic rental rate for a property.*

*4.3.3.3. assistance in determining realistic conditions for renting a property.*

*4.3.3.4. development and implementation of a marketing program for the promotion of a real estate object.*

*4.3.3.5. receiving requests from potential owner/* *renter of the property, providing additional information about the characteristics and conditions of delivery of the object.*

*4.3.3.6. organization and actual holding of the facility's displays to potential owner/* *renter.*

*4.3.3.7. representation of owner/* *renter interests when negotiating with tenants*

*4.3.4. Works (services) performed in the interests of clients-tenant of real estate property:*

*4.3.4.1. consulting on proposals of owner/* *renter in the current real estate market, the rules and specifics of making rent transactions of real estate property.*

*4.3.4.2. help in determining a realistic price property renting based on the characteristic set by the tenant.*

*4.3.4.3. identification of objects corresponding to the characteristic defined by the tenant .*

*4.3.4.4. finding out more information about the characteristics and conditions of the renting of property of interest to the tenant.*

*4.3.4.5. organization of inspections by the tenant of property and the actual support of the tenant during the inspection.*

*4.3.4.6. representation of interests of the tenant when negotiating with the owner/* *renter of the property the characteristics of which best meet the task of renting.*

*4.4.* *Additional* ***Brokerage services*** *include the following types of work (services):*

*4.4.1. Consulting the tax consequences of real estate transactions*

*4.4.2. Approval of the upcoming transaction with the bank; Child services; organizations that provide housing subsidies to citizens and/or finance transactions that are paid for using housing certificates, etc.*

*4.4.3. Collection, preparation and completion of a package of documents necessary for the transaction with the object and the state registration of the transfer of ownership.*

*4.4.4. Organization of the process of concluding a transaction with a real estate property, including the organization of a mutual settlement procedure between the parties to the transaction.*

*4.4.5. Assistance in the submission of documents for state registration and their receipt after registration of the transfer of the right to a real estate property.*

*4.4.6. Assistance in de-registration and/or registration; monitoring the fulfillment of such obligations.*

*4.4.7. Checking in the Unified State Register of Immovable Property the relevance of the rights to the property as well as the analysis of the documents required for the conclusion of the transaction, in order to determine the completeness and sufficiency of the submitted documents for the transaction and identify the circumstances preventing the completion of the upcoming transaction (if it is possible to verify such circumstances), notifying* ***the Consumer*** *of all identified risks.*

*4.4.8. Providing* ***the Consumer*** *with information on the expediency of insuring the risk of loss of ownership of the acquired real estate object in the event of its withdrawal or invalidation of the transaction (title insurance) and if* ***the Consumer*** *decides to carry out title insurance, the organization of the process of concluding an insurance agreement by* ***the Consumer****.*

*4.4.9. Organization of the procedure for transferring the property to the Buyer or to the tenant.*

*4.5. The composition of* ***Brokerage services*** *provided to* ***Consumers*** *interested in the exchange of real estate consists of a complex of basic and additional works (services) provided to Sellers and Buyers.*

*4.6.* *If necessary,* ***the Brokerage service*** *may include performing actions that are not regulated by these Standards aimed at the best and most effective achievement of the goals of providing services and ensuring the quality of customer service.* ***The******Contractor*** *is not obliged to give advice to* ***Consumers*** *on issues that are not specified in its obligations under the terms of the* ***Agreement****, and is responsible for not providing such advice.*

*4.7. The specific composition of services provided to* ***the Consumer*** *determined by* ***the Agreement. The Agreement*** *may provide for the composition of the services provided, which differs from those established by these Standards and provides for the performance of any actions in the interests of* ***the Consumer****, except those beyond the legal capacity of* ***the Contractor*** *and also for other reasons that contradict the existing legislation of the Russian Federation.*

*4.8. A condition for the provision of* ***Brokerage services*** *that ensure the representation of* ***the Consumer****'s interests to third parties as well as the performance of legally significant actions on behalf of the* ***Consumer*** *is the provision by* ***the Consumer to the Broker*** *and/or an agent acting under his supervision with the powers reflected in the power of attorney issued in accordance with the current legislation of the Russian Federation.*

***5. SERVICE QUALITY REQUIREMENTS***

*5.1* ***Brokerage services*** *must comply with the requirements of Standards, legislative acts, other regulatory and methodological documents regulating relations in the field of real estate, business practices and customs.*

*5.2* ***Brokerage services*** *must be provided by* ***the Contractor******to the Consumer*** *on the basis of* ***the Agreement*** *.*

*5.3* ***The Contractor*** *has the right to provide* ***Brokerage services*** *to both parties to the transaction with the real estate object and the rights to it.*

*5.4 Confidentiality*

*5.4.1* ***The Contractor*** *ensures the confidentiality of all information received when providing* ***Brokerage services*** *to* ***the Consumer****.*

*The provision of information about the Consumer and the services provided to him is not allowed, except in the following cases:*

*–* *at the official request of law enforcement agencies or by decision and/or request of the court;*

*-* ***the******Contractor*** *protects his rights and interests in court, the Dispute Resolution Commission.*

*5.4.2* ***The Contractor*** *must be able to negotiate with* ***the Consumer*** *in specially equipped rooms that ensure confidentiality. During negotiations with* ***the Consumer****,* ***the Contractor*** *must strive to ensure that there are no unauthorized persons in the room.*

*5.5 Performance capability*

***Brokerage services*** *must meet the requirements of* ***Consumers*** *defined in a written* ***Agreement*** *with* ***the Contractor****. The main subject of* ***Brokerage services*** *is the fulfillment of the components provided by article 4.2 Standards related to the establishment, modification or termination of rights to a real estate property.*

*5.6 Completeness and timeliness of execution*

***The Brokerage services*** *provided in terms of volume, terms, procedures and terms of service must comply with the requirements of the Standards and the requirements of* ***the Consumer*** *agreed with* ***the Contractor*** *in* ***the Agreement*** *for the provision of* ***the******brokerage services****.*

*5.7 Service ethics*

*5.7.1.* ***The Consumer*** *should be guaranteed a polite and friendly attitude.* ***The Contractor*** *must comply with ethical standards of behavior when serving* ***Consumers****.*

*5.7.2. The* ***Contractor'****s employees are obliged to:*

*5.7.2.1. notify the head, the prosecutor's office or other state bodies of all cases of corruption offenses that have become known to them;*

*5.7.2.2. do not abuse official powers, incline anyone to corruption-related offenses;*

*5.7.2.3. not to use the official position contrary to the legitimate interests of* ***the Contractor*** *in order to obtain material or personal benefits in the form of money, valuables, other property or services of a proprietary nature, other property rights for oneself or for third parties;*

*5.7.2.4. to conduct any real estate transactions, including with the participation of relatives or your own, with the notification of* ***the Contractor****.*

*5.8.* ***The Contractor****’s responsibility*

***The Contractor*** *is responsible to* ***the Consumer*** *for the quality, accuracy, completeness and confidentiality of the services provided in the amount and on the terms determined by the* ***Agreement*** *between them. The measure of liability in this case is determined by the terms of the* ***Agreement*** *and the current legislation.*

*5.9. Consideration of* ***the******Consumer*** *complaints and claims.*

*5.9.1.* ***The Contractor*** *must guarantee* ***the Consumer*** *prompt and objective consideration of complaints and claims against his actions.*

*5.9.2* ***The Contractor*** *must accept the written complaint or claim of* ***the Consumer****, objectively consider it and respond in writing to* ***the Consumer*** *within 7 working days from the date of receipt.*

*5.9.3* ***The Contractor*** *must have documented procedures for dealing with* ***the******Consumer*** *complaints and claims.*

***6. REQUIREMENTS FOR THE CONTRACTORS OF BROKERAGE SERVICES***

*6.1* ***Brokerage services*** *can be provided by* ***Contractors*** *that**have the status of a legal entity, as well as individual entrepreneurs registered in accordance with the procedure established on the territory of the Russian Federation.*

*6.2.* ***Contractor's staff*** *must be staffed by qualified personnel. All specialists (agents and brokers) working in the company and providing services for the organization and support of real estate transactions must be certified in accordance with the procedure established by the* ***Decision-making body****.*

*6.2.1. The* ***Contractor****'s staff must:*

*6.2.1.1. to be aware of his duties and perform them;*

*6.2.1.2. to be aware of procedure established by* ***the Contractor*** *for* ***The Consumer*** *service and consideration of* ***the Consumer*** *complaints and claims and follow them;*

*6.2.1.3. to improve their skills and pass certification in accordance with the procedure established by the* ***Decision-making body.***

*6.2.1.4. during self-presentation, is obliged to use such tools as the Association badge, qualification certificate, Association certificate, register of certified specialists on the Association's website or on the website of the Russian Guild of Realtors*

*6.2.2* ***The Contractor*** *must formalize a labor or civil law relations with a real estate specialist - Broker in accordance with the requirements of the Labor and Civil Legislation of the Russian Federation.*

*6.2.3 At the request of the Association,* ***the Contractor*** *must submit a list of full-time real estate specialists-Brokers and a list of real estate specialists - Agents. This list is completed with documents confirming the level of education and certification of employees included in the list.*

***The Contractor*** *may also independently notify the Association of changes in the personnel of real estate specialists - Brokers and real estate specialists - Agents.*

*6.3. The professional responsibility of* ***the Contractor*** *must be insured.*

*6.3.1 The Decision-making body of the Association determines the procedure for recognizing the rules of professional liability insurance in the implementation of Brokerage activities as well as defines the minimum level of liability for professional liability insurance.*

*6.3.2.* ***the Contractor*** *who does not have a license for insurance activities does not have the right to declare his willingness to bear financial responsibility for transactions in an amount exceeding the remuneration received.*

*6.4.* ***The contractor*** *must own or use non-residential premises, the rights to which are registered in accordance with the procedure established by law.*

*6.4.1* ***Brokerage services*** *are provided in premises that create comfortable conditions for* ***Consumers****.*

*6.5 Information about* ***the Contractor*** *should be available to* ***Consumers******of******Brokerage services****.*

*6.5.1. The information available to* ***Consumers*** *is meant as:*

*6.5.1.1. certificate of state registration of* ***the******Contractor***

*6.5.1.2. a document for the right to use a trademark registered in accordance with the established procedure, under which* ***Brokerage services*** *are provided;*

*6.5.1.3. certificate of compliance of the* ***Brokerage services*** *provided by* ***the Contractor*** *with the requirements of the Standards, appendices and additions thereto;*

*6.5.1.4. In case of having a membership in professional associations, documents confirming this membership;*

*6.5.1.5. rates and prices for the provision of* ***Brokerage services****;*

*6.5.1.6. customer feedback book with numbered sheets, laced and stamped by the Certification Body;*

*6.5.1.7. description of the procedure for reviewing* ***Consumer*** *complaints and claims against the* ***Contractor****'s actions;*

*6.5.1.8. details of the Certification Body, Dispute resolution committee;*

*6.5.1.9.* ***Contractor****'s professional liability insurance policy*

*6.5.2.* ***The Contractor****, at the request of* ***the Consumer****, must provide:*

*6.5.2.1. documents confirming the qualifications of a real estate specialist - Broker and a real estate specialist - Agent providing him with a* ***Brokerage service****;*

*6.5.2.2. documents confirming the authority of a real estate broker specialist (order or power of attorney) for the right to sign Contracts on behalf of* ***the Contractor*** *and/or accept funds. At the same time, the scope of authority should be clearly formulated and stated in a form clear to* ***the Consumer****;*

*6.5.2.3. Standards;*

*6.5.2.4. samples of standard contracts, protocols, powers of attorney and other documents used by* ***the Contractor*** *in the provision of* ***Brokerage services****.*

*6.6. Firms – members of the Association, regardless of the category of membership, are recommended to indicate their affiliation to the Association in all their advertising products and documentation. Certified companies are recommended to indicate the certificate number or the mark of conformity in all their advertising products and documentation.*

*6.7. A member of the Association, regardless of the type of membership, conducting real estate activities, is obliged to broadcast his database from his software package or post it through the service "User's Personal Account" of the Association's website – arspb.ru as well as keep your database up to date in* ***Inter-agency Database*** *in**the volume of information on real estate properties in all markets with which the Seller has an Agreement is no less than its presence on other leading Internet sites (marketplaces, ad sites) of the real estate market of St. Petersburg and the Leningrad oblast.*

*Inter-agency Database servicesare free of charge for members of the Association of Realtors of St. Petersburg and Leningrad Oblast*

*The approximate recommended form of the obligation included in the* ***Inter-agency Database-agreement****:*

*«In order to attract the maximum amount of potential Buyers of the Client's (Seller's) real estate property, to increase the interest of other* ***Contractors*** *working with potential Buyers of the property,* ***The Contractor*** *of the* ***brokerage service*** *under the Inter-agency Database-agreement undertakes to post information about the* ***Consumer****'s (Seller’s) property at the Inter-agency Database of the Association of Realtors of St. Petersburg and Leningrad Oblast (multi-listing system), providing for the division of the commission received by the* ***Contractor*** *from the* ***Consumer*** *(Seller) with another* ***Contractor*** *representing the interests of the Buyer, with whom the Seller will make a transaction on the alienation of the property».*

***7. REQUIREMENTS FOR THE BROKERAGE SERVICES AGREEMENT***

*7.1. To provide* ***Brokerage Services****,* ***the Contractor*** *must conclude an Agreement with* ***the******Consumer*** *that meets the requirements of the Legislation of the Russian Federation, taking into account the requirements of the Standard.*

*7.2. Before signing the Agreement, the real estate Broker is obliged to familiarize* ***the Consumer*** *with the draft agreement, explain its terms, and reflect these actions in the agreement.*

*7.3.* ***The Contractor*** *has the right to apply any types of Agreements provided for by the Civil Code of the Russian Federation.*

*7.3.1. The structure of the Agreement should contain the following sections:*

*7.3.1.1. party to an agreement;*

*7.3.1.2.* *subject of the agreement;*

*7.3.1.3. right and duty of* ***The Contractor****;*

*7.3.1.4. right and duty of* ***The******Consumer****;*

*7.3.1.5. the price of services and payment policy between* ***the Consumer*** *and* ***the******Contractor****;*

*7.3.1.6. effective period of an agreement;*

*7.3.1.7. cancellation terms;*

*7.3.1.8. liability of the parties;*

*7.3.1.9. dispute settlement procedure;*

*7.3.1.10. list of documents submitted to* ***the Contractor*** *at the time of signing the Agreement;*

*7.3.1.11. legal addresses and details of the parties;*

*7.4. party to an agreement*

*The parties to* ***the Contract*** *for the provision of* ***Brokerage services*** *are* ***the Contractor****, represented by a real estate specialist - Broker authorized to sign the agreement, and* ***the Consumer*** *(or his representatives).*

*7.5 Subject of the agreement*

*The subject of the Agreement must correspond to the type of Agreement and contain a reference to the provision of* ***Brokerage Services*** *in accordance with the Standard.*

*7.6. duty of* ***The Contractor***

*7.6.1. The Agreement must list the works (services) that* ***the Contractor*** *undertakes to perform in accordance with article 4 of the Standard.*

*7.6.2. The Agreement must include* ***the Contractor****'s duties to ensure the confidentiality of the service and the safety of the* ***Consumer****'s documents.* *The Agreement must include the* ***Contractor****'s duty to keep confidential information about* ***the Consumer*** *and the terms of the deal, to ensure the safety of documents received from* ***the Consumer****, and their return in case of execution, termination or early termination of The Agreement.*

*7.6.3. The Agreement may contain other duties of* ***the Contractor****.*

*7.7. The price of services and payment policy between* ***the Consumer*** *and* ***the******Contractor****.*

*The Agreement must contain an indication of the price of* ***the Contractor's*** *services or the procedure for determining it.*

*7.8. Effective period of an agreement.*

*The agreement must contain the effective date, the effective period and the procedure for extension.*

*7.9. Cancellation terms.*

*The Agreement must contain the grounds and procedure for its termination, including the conditions for early termination, as well as the procedure for termination of the Agreement in connection with non-fulfillment of duties by the parties to the Agreement.*

*7.10. Dispute settlement procedure.*

*7.10.1. The Agreement must contain a description of the dispute settlement procedure by the parties to the Agreement.*

*7.10.2. If it is impossible to settle the dispute, the Agreement should provide for the possibility of promptly transferring the dispute to the Dispute Resolution Commission.*

*7.10.3. The decisions of the Dispute Resolution Commission are binding on* ***the Contractor****.*

*7.11. Liability of the parties.*

*7.11.1. The Agreement must specify the conditions under which the parties are liable for non-fulfillment of the terms of the agreement.*

*7.11.2.* ***The Contractor*** *is not responsible (unless provided for in the Agreement for the* ***provision of Brokerage services****):*

*7.11.2.1. for illegal (for example, fraud, etc.) or contrary to the agreements reached by the parties to the contracts and errors in the activities of third parties who are not parties to the transaction (employees of government agencies, notaries, etc.), if they are not involved by* ***the Contractor****.*

*7.11.2.2. in case of invalidation by the court of a deal conducted with the participation of* ***the Contractor****, if the grounds for invalidation of the deal are related not to the actions of* ***the Contractor****, but the actions of the parties to the deal, or related to previous deals and actions of the parties and other persons in relation to this real estate property, which is due to the inability to legally conduct a complete study of the history of property rights and before the privatization of the real estate object by* ***the Contractor****.*

*7.12. The Agreement must provide for force majeure circumstances (decisions of third parties who have the ability to influence the agreement for the provision of* ***Brokerage services****), in which the liability of the parties does not occur.*

*7.13. If, at the conclusion of the agreement,* ***the Consumer*** *does not provide the consent of the persons entitled to this real estate property,* ***the Contractor*** *determines in this section the* ***Consumer's*** *responsibility for the refusal of such persons from making the deal.*

*7.14.* ***The Contractor*** *should receive the right to sign contracts for the provision of* ***Brokerage services*** *and control over their execution only to real estate specialists - Brokers.*

*7.15. The Agreement must not contain rules and requirements that infringe on the rights of one of the parties.*

*7.16. The document certifying the complete completion of work under the* ***Brokerage services*** *agreement is a bilateral act signed by* ***the Consumer*** *and* ***the Contractor*** *after the parties have fulfilled all duties under the agreement.*

*8.* ***REQUIREMENTS FOR THE PROCEDURE OF BROKERAGE SERVICES***

*8.1.*  ***The Contractor*** *must have a work plan for the agreement and record the stages of its implementation.*

*8.2. An expert determination of the sale price of real estate, taking into account the* ***Consumer's*** *requests at the time of the service offer.*

*8.2.1.* ***The Contractor*** *provides* ***the Consumer*** *with objective and complete information and analysis of prevailing prices in the real estate market of the region, advises on the possibility and procedure of providing* ***Brokerage services****.*

*8.2.2.* ***The Contractor*** *on issues that require special knowledge and go beyond the scope of brokerage activities should recommend to* ***the Consumer*** *seek advice from appropriate specialists.*

*8.3.* ***The Contractor*** *provides information on the availability of real estate property on the market that could satisfy* ***the Consumer's*** *need.*

*8.3.1.* ***The Contractor*** *carries out the selection of real estate properties in accordance with the written request of* ***the Consumer*** *— the assignee. The number of selected options and the order of their displays are determined in the Agreement.*

*8.3.2. The Real Estate Properties offered by* ***the Contractor*** *must have a description necessary to obtain the most complete understanding of* ***the Consumer*** *about the Real Estate Property.*

*8.3.3.* ***The Contractor*** *must inform* ***the Consumer*** *in writing, who has consented to the acquisition of rights to this Real estate Property, about the disadvantages of the Real Estate Property known to him: consumer qualities, design flaws, shortcomings in the operation of engineering equipment. At the same time,* ***the Contractor*** *is not obliged to take actions to identify hidden defects of the Real Estate Property and give expert assessments on the technical condition of the Real Estate Property, unless this is provided by the Agreement.*

*8.3.4.* ***The Contractor*** *must accompany* ***the Consumer****, both the Seller and the Buyer, when showing the Property.*

*8.4. Formation of a right stating documentation package and other documents necessary for the transaction.*

*8.4.1. When executing the Agreement,* ***the Contractor*** *determines the list of documents necessary for the transaction and the procedure for obtaining them.*

*The documents required for the transaction may be collected by:*

*–* ***the Contractor*** *on the basis of a power of attorney issued by* ***the Consumer****;*

*–****the Consumer*** *itself;*

*–****the Consumer*** *in the presence of* ***the Contractor****.*

*8.4.2. The agreement on the essential terms of the upcoming transaction reached between* ***the Consumer****(s) and the counterparty must be formalized by a preliminary agreement or other written agreement of the parties.*

*8.4.3. The preliminary agreement or other written agreement of the parties on the implementation of the transaction must contain the following sections:*

*8.4.3.1. the agreement of the parties to execute a certain transaction;*

*8.4.3.2. transaction price;*

*8.4.3.3. the address and description of the property, allowing it to be uniquely identified*

*8.4.3.4. conditions for the transfer of rights to a real estate property and the essential provisions of the transfer of ownership agreement:*

*- type of agreement (act of purchase and sale, barter, donation, exchange, assignment of rights, change of the party in the obligation);*

*- the declared value of the alienated property;*

*- the possibility of alienation of property on behalf of the Seller on the basis of a notarized power of attorney;*

*8.4.3.5.* *the responsibility of the parties, the way to ensure the fulfillment of obligations and the determination of force majeure circumstances;*

*8.4.3.6. the settlement procedure during the transaction, including the nature of settlements and the payment procedure; amounts paid by the Buyer and received by the Seller, payment for paperwork and other expenses;*

*8.4.3.7. terms and procedure of transfer of the Property*

*8.4.3.8. the condition of the Property at the time of transfer;*

*8.4.3.9. obligations of the owner of the Property to repay debts on utility and other payments;*

*8.4.3.10. the existence of legal rights to the Property on the part of third parties at the time of transfer of the Property;*

*8.4.3.11. the estimated deadlines for the completion of various stages and the completion of the transaction and the circumstances that may affect the change of these deadlines, the conditions for termination and extension of the preliminary agreement.*

*8.4.3.12. the conditions to witch the parties consider the agreement fulfilled.*

*8.4.4.* ***The Contractor*** *must promptly inform* ***the Consumer*** *in writing about all circumstances and facts that have become known to him related to the rights to the subject of the transaction, capable of changing the terms of the transaction and subsequently leading to the loss of ownership, and recommend that* ***the Consumer*** *insure the risk of losing his right to the subject of the transaction, as well as damage or destruction of the Real Estate Property.*

*8.4.5. If* ***the Consumer*** *decides to conduct a transaction and acquire rights to real estate, taking into account the disclosed risks and notifying him of the possible negative consequences of the decision, all risks associated with their occurrence are assumed by* ***the Consumer****, which he must declare in writing.*

*8.4.6. If one of the parties to the transaction conducted by* ***the Contractor*** *intends to refuse to execute the preliminary agreement concluded with the other party,* ***The Contractor*** *must recommend to the injured party to apply to the court with a demand to compel the guilty party to fulfill its obligations under the preliminary agreement.*

*8.5. Recommendations on the procedure for mutual settlements between the parties to the transaction.*

*8.5.1.* ***The Contractor*** *may, at the request of* ***the Consumer****, propose a settlement scheme for the transaction, which would ensure the protection of the interests of the parties. The final decision on the form and procedure of settlements for acquired real estate rights is made by* ***the Consumer****, and he is also responsible for possible risks.*

*8.5.2. The basis on which the obligations of* ***the Contractor*** *under the agreement with* ***the Consumer*** *are considered fulfilled is the Act of acceptance of works under the agreement and/or simultaneous fulfillment of the following conditions:*

*- payment by the customer-buyer of the purchase price of the property;*

*- transfer of ownership of the Property to the customer-Buyer;*

*- acceptance by the customer-Buyer of the purchased Real estate property according to the act.*

***9. SPECIFICS OF CONTRACT RELATIONS WITH THE CONSUMER***

*9.1. Recommended amount of the reward*

*9.1.1. When providing services in accordance with the contractual relationship for the transaction, the recommended amount of the total commission fee is from 8 to 10% of the transaction price, depending on the complexity of the transactions with real estate.*

*The total amount of the reward is understood as the total amount of remuneration paid by* ***the Contractor*** *on the part of the Seller and* ***the Contractor*** *on the part of the Buyer.*

*9.1.2. In these Standards, a complex transaction with a real estate object is understood as:*

* *settlement of a communal flat*
* *deal with the room(s);*
* *land deal;*
* *deal with a suburban real estate property;*
* *deal with apartments and rooms in the Leningrad oblast;*
* *Intra-regional deal*
* *deal involving a mortgage loan, etc.*

*9.1.3.* *The amount of the reward may be increased in agreement with* ***Consumers*** *in excess of the recommended amount for particularly complex transactions.*

*9.2. Provision of services to* ***the Consumer*** *(Seller) of the real estate property.*

*9.2.1.* ***The Contractor*** *is obliged to give an indication of its name to the publication when advertising the property being sold.*

*9.2.2.* ***The Contractor*** *is prohibited from advertising a real estate property without having the authority from* ***the Consumer*** *to do so.*

*9.2.3. The description of the Real estate Property in the Agreement is made on the basis of documented information, in the absence of documents, it is necessary to indicate on what basis, under whose responsibility (****The******Consumer*** *or* ***The******Contractor****) the information is provided.*

*9.2.4. The agreement for the provision of* ***Brokerage services*** *and the preliminary Agreement on the terms of the transaction with the real estate Object is concluded directly with the owner of the real estate or his representative whose rights to sign such an Agreement are certified in accordance with the procedure established by law. If there are several owners, they must all be listed in the Agreement and must sign it.*

*9.2.5. Representing the interests of the Seller in the transaction,* ***the Contract or*** *has no right to set a price for real estate other than the price set by the Seller, taking into account its commissions, unless otherwise stipulated in the Agreement.*

*9.2.6. It is recommended in the Agreement to describe the responsibility of the Seller for violation through his fault of the terms of alienation of real estate or rights to it, re-registration of Sellers at a new place of residence and the release of real estate, and also describe the circumstances known at the time of conclusion of the Agreement, which may affect the change in these terms.*

*9.2.7. After the formation by the Buyer of an Agreement with* ***the Contractor*** *and the payment of financial security to* ***the Contractor*** *of its obligations to purchase the Seller's Real estate Property, which is in direct sale,* ***The contractor*** *must immediately stop submitting information about the object to all media and electronic databases, do not view the object and do not perform any other actions, aimed at the sale of the property to other buyers, before the execution, termination or expiration of the Buyer's Contract with* ***the Contractor****, unless there is a written consent of the Buyer.*

*9.3. Provision of services to Consumers-buyers of real estate.*

*9.3.1.* ***The Contractor*** *providing the service to the Buyer must inform* ***the Contractor*** *providing the service to the Seller at the first contact. Views of the Property should be carried out only in consultation with* ***the Contractor*** *representing the Seller.*

*9.3.2. It is recommended in* ***the Contract*** *to describe the Buyer's liability for violation of the terms of the deal with the Real Estate Property due to his fault.*

*9.3.3. When imposing penalties on the Buyer, the Agreement must specify their amount, conditions of application and method of fixing the Buyer's refusal to carry out the transaction within the prescribed period. A mandatory condition of the agreement must be a refund to the Buyer in case of non-execution of the transaction for reasons beyond his control (except for funds actually spent with the Buyer's permission).*

*9.3.4.* ***The Contractor*** *may not make payments from the Buyer's funds (payment for privatization, repayment of Sellers' debts, payment for third-party services, security payments or deposits for other transactions, etc.) without agreement with the Buyer if it is impossible to return these funds to the Buyer upon termination of the transaction.*

*9.4.* *Conducting transactions with "counter" sales/purchases (transactions with an "alternative").*

*9.4.1.* *When conducting transactions with counter sales /purchases, it is necessary, wherever possible, to follow the standards for direct purchase/sale transactions. Deviations from these standards may be due to the fact that funds deposited as a security payment (deposit, advance payment) by the Buyer should be used in the same way for a "counter" purchase, or/and the proceeds of the Seller of the property are used to pay for "alternative" property.*

*9.4.2. Agreements with the Buyer of a real estate object, the Seller of which acquires other real estate, must reflect:*

* *The need to acquire "alternative" property;*
* *Using the Seller's proceeds to purchase "alternative" property and the inability to use these funds as security for the Seller's fulfillment of its obligations to re-register (extract) and release the property.*

*9.4.3. If the Buyer's funds (an advance payment made by Buyer, a security payment, a deposit) are used in the same way for a "counter" purchase,* ***the Contractor*** *must obtain the Buyer's consent to such use of funds.* *Otherwise,* ***the Contractor*** *assumes the risks associated with the possible disruption of the "counter" purchase.*

*9.4.4. In agreements with the Seller who acquires "alternative" property, his proceeds from the sale of property belonging to him and/or the value of the "alternative" property, or the amount of the additional payment that he must make or receive upon its acquisition, must be recorded.*

*9.4.5. It is recommended to make the first payments to Sellers (the last Seller in the chain, additional payments to Sellers in the middle of the chain) in such a way that the amounts paid (taking into account the amounts aimed at acquiring "alternative property" – in the case of Sellers in the middle of the chain) do not exceed 50% of the Seller's revenue after registering all the links in the chain. In case of deviation from the described scheme, it is recommended to obtain the written consent of all participants in the chain.*

*9.5. Conducting settlement deals.*

*9.5.1. The settlement agreement must contain the characteristics of the required alternative housing: object type, districts, square footage, etc. Based on these requirements, a preliminary settlement estimate is drawn up.*

*9.5.2. A Settlement Agreement means a set of Agreements with the owners (hirer) of a resettled apartment, including:*

* *a general settlement agreement with all owners (hirer) of the apartment being settled, as well as persons registered in the apartment;*
* *a separate agreement (approval protocol, agreement) with each owner (hirer), which reflects the requirements for alternative housing;*
* *a separate agreement (agreement, protocol) with each owner (hirer), concluded after finding alternative housing, on choosing this particular option and buying it with the condition of alienation of the corresponding share in the apartment being settled.*

*9.5.3. It is possible to start settlement, i.e. to start financing the transaction by the Buyer, only in the case of a signed and valid settlement agreement with all owners (hirers) of the apartment being settled and all tenants registered in the apartment.*

*9.5.4. The Agreement with the Buyer must specify the conditions for its termination in case of refusal by any of the parties, including the conditions for the refund of funds aimed at purchasing alternative housing. During resettlement, there are specific risks associated with the non-simultaneous selection of alternative housing for the resettled. In accordance with the established business practice, a common settlement scheme is a scheme for the phased acquisition of alternative housing for the Buyer and further, after the preparation of the entire settlement, the simultaneous re-registration of all properties. A scheme with a phased registration of the shares of the resettled apartment for the buyer should be avoided as counter options are found. In the absence of the Buyer's written consent to such a design with a detailed explanation of the risks involved,* ***the Contractor*** *is responsible for the failure of the transaction.*

*9.6. Relations between* ***the Contractor*** *in conducting joint deals.*

*9.6.1.* ***The Contractor*** *has the right to enter into contacts with clients of another* ***Contractor*** *only with his consent.*

*9.6.2. In contractual relations, it is recommended to provide for the division of the total commission fee between* ***the Contractor*** *representing the Seller and the Buyer.*

***the Contractor*** *representing the interests of the Seller under**the Inter-agency Database-agreement is obliged to ensure that a part of the commission actually received under the transaction is transferred to another* ***Contractor*** *representing the interests of the Buyer no later than three working days after the closing of the transaction (See article 9.6.12). The part of the commission fee to be transferred to* ***the Contractor*** *representing the interests of the Buyer is determined based on the offer on the commission fee section published by the* ***Contractor*** *representing the interests of the Seller under the Inter-agency Database-agreement when posting information about the proposed Real Estate Object in the Inter-agency Database of the Association of Realtors of St. Petersburg and the Leningrad Oblast (multi-listing system) and must comply with the rules approved by the Association of Realtors of St. Petersburg and the Leningrad oblast.*

*9.6.3.* ***Contractors*** *who have relevant Agreements with* ***Consumers*** *can act as participants in a joint transaction. The relations of* ***Contractors*** *representing the interests of the Seller and the Buyer must be formalized by a joint transaction Agreement or an Agency Agreement indicating in whose interests actions are performed under the specified Agreement.*

*9.6.4. Real estate specialists and other employees of* ***the Contractor*** *do not have the right to conclude Agreements with other* ***Contractors*** *as individuals (Buyers or Sellers).* *Such agreements must be signed by Brokers only by proxy and on behalf of* ***the Contractor****. The power of attorney must clearly specify the powers of this employee to conduct a joint transaction (negotiating, signing a contract, depositing funds, participating in mutual settlements, etc.).*

*9.6.5. The conclusion of an Agreement by an employee of* ***the Contractor*** *with other* ***Contractors*** *for personal purposes is allowed only with prior notification of his employer and receipt of written approval of such actions.*

*9.6.6.*  *Demonstration of property to the client provided by another* ***Contractor*** *is accompanied by the registration of an Act of inspection of the property.*

*9.6.7. The partners are obliged to inform each other about the amounts of remuneration pledged for the transaction. The cost estimates for the transaction are open to the partners. The payment of the intermediary is made at the expense of the commission of* ***the Contractor*** *on whose side the intermediary is, unless otherwise provided by a written agreement of the parties. In contractual relations, it is recommended to provide for the division of the total commission between the partners.*

*9.6.8. Settlements are made under the supervision of* ***the Contractor*** *representing the interests of the Seller, unless there is a written agreement between the parties on another settlement procedure. In case of closure of the "chain" of exchanges by direct sale of an apartment in another company, it is recommended to carry out mutual settlements where the main "chain" is formed.*

*9.6.9. When opening a transaction,* ***the Contractor*** *controlling the mutual settlements issues a letter of guarantee of the established sample for a full commission to the partner.*

*By agreement, surcharges can be paid to each of the partners separately.*

*9.6.10. At the request of the partner,* ***the Contractor*** *conducting the transaction must provide copies of all documents (contracts concluded with the client, title documents, etc.) related to this transaction.*

*9.6.11. When conducting a transaction, the package of agreements of* ***the Contractor*** *under whose control the settlements are carried out is used.*

*9.6.12. The transaction is considered closed after the registration of the transfer of rights in the State Registration Authority, the removal from the registration register of all previously registered citizens in the alienated real estate (or their registration at their new place of residence),* *transfer of a real estate property according to the Act of acceptance and transfer,* *compliance with the requirements of the guardianship and guardianship authorities that arose during the transaction, as well as conducting full settlements between the parties to the transaction and signing the Completion Act, unless otherwise established by an additional agreement of the parties.*

*9.6.13. Copies of the supporting documents are sent to the partner's representative acting by proxy within 2 working days after the completion of the transaction upon request. The list of documents returned by the parties upon completion of the transaction is determined by the parties by an agreement on conducting a joint transaction.*

*9.6.14. If* ***the Contractor*** *and/or* ***the Contractor's*** *specialist identify any of the parties to the transaction as a clear threat to the interests of the* ***Consumer*** *making a joint transaction, the* ***Contractor*** *(specialist) who has identified the threat is obliged to notify the counterparty's management of the actions of employees and possible consequences."*

*9.7. The* ***Contractor's*** *work with State housing certificates.*

*9.7.1. To participate in the work on the implementation of the state housing certificates* ***the******Contractor*** *must meet the following requirements:*

*9.7.1.1. have at least three years of experience in the real estate market;*

*9.7.1.2. the cost of services provided by* ***the Contractor*** *under agreements when working with State housing certificates should not exceed 6% (six percent) of the value of the purchased Property.*

*9.7.1.3.* ***The Contractor*** *participating in the implementation of the Federal Target Program "State Housing Certificates" is obliged to have a register of contracts for the provision of services to the owner of the State Housing Certificate in the form established by the General Meeting of the Association.*

*9.7.1.4.* *If the Committee on Work with the State Housing Certificate receives information about violations of the rules of work and ethics by* ***Contractors****, the Committee has the right to send a corresponding request to the Executive Directorate of the Association to initiate consideration of the issue at the Dispute Resolution Commission.*

*9.8.* *Conducting transactions with commercial real estate*

*9.8.1. Subject to the provision of high-quality services for the transaction of purchase and sale of real estate in full, the recommended amount of reward is:*

*9.8.1.1. for transaction amounts up to 5 million rubles – 7-8 % and above of the transaction amount,*

*9.8.1.2. from 5 million rubles to 15 million rubles – 6-7 % of the transaction amount,*

*9.8.1.3. from 15 million rubles to 30 million rubles – 5-6 % of the transaction amount,*

*9.8.1.4.* *from 30 million rubles to 100 million rubles – 4-5% of the transaction amount,*

*9.8.1.5. over 100 million rubles – 3-4% of the transaction amount.*

*9.8.2. Subject to the provision of high-quality services for conducting a real estate lease transaction in full, the recommended amount of reward is:*

*9.8.2.1. for monthly rental amounts up to 200 thousand rubles – 100% of the monthly rent*

*9.8.2.2. for monthly rental amounts from 200 thousand rubles to 600 thousand rubles – 75%-100% of the monthly rent*

*9.8.2.3. for monthly rental amounts over 600 thousand rubles – 50%-75% of the monthly rent*

*9.8.3. Considering the complexity of the transaction, the cost of services can be changed individually.*

*9.9. The specifics of conducting residential real estate rental transactions.*

*9.9.1. It is recommended to conclude written agreements between* ***the******Contractor*** *and the hirer,* ***the Contractor*** *and the hirer, describing the duties, scope of responsibility and payment for the* ***Contractor's*** *services.*

*9.9.1.1. The duties of* ***the Contractor*** *include:*

*9.9.1.1.1. looking for a property or an hirer of a property*

*9.9.1.1.2. organizing property demonstration*

*9.9.1.1.3. negotiating hire contracts*

*9.9.1.1.4. consulting on marketing and legal issues*

*9.9.1.1.5. verification of the landlord rights, which give him the right to rent this property under the hire agreement*

*9.9.1.2.* ***The Contractor*** *cannot be responsible for the fulfillment of the terms of the hire agreement concluded between the Landlord and the tenant through the mediation of* ***the Contractor****, unless otherwise established by the* ***Contractor's*** *agreement with the hirer (landlord).*

*9.9.1.3. Commission fee*

*The recommended amount of award paid by the tenant to the* ***Contractor*** *is:*

*9.9.1.3.1. 50-100% of the monthly fee for hiring for a period of more than one month.*

*9.9.1.3.2. 30-50% for daily rent (for up to one month) of the total amount of rent*

*The award paid by the Landlord to* ***the Contractor*** *in the event of a residential management agreement between them depends on the amount of services provided.*

*9.9.2. The main provisions of the Residential Lease Agreement.*

*9.9.2.1. passport data of landlord and tenant*

*9.9.2.2. the address of the rented premises.*

*9.9.2.3. the term of lease or hire agreement*

*9.9.2.4. data of the title document for the residential premises.*

*9.9.2.5. the consent of all those who have the right to live in a residential building to rent out a residential building.*

*9.9.2.6. a list of persons who have the right to live in a residential building together with the tenant.*

*9.9.2.7. payment procedure: monthly payment for accommodation, payment period, the amount of the deposit for the property, if applicable, payment for utilities and telephone.*

*9.9.2.8. conditions for withholding the deposit, if applicable, or part of it by the landlord.*

*9.9.2.9. duties of the Tenant for the safety of the premises*

*9.9.2.10. duties of the Landlord for the provided premises*

*9.9.2.11. liability of the parties for non-fulfillment of the terms of the Agreement with the addition of a clause on force majeure.*

*9.9.2.12. the period of written notification of premature termination of the Agreement by either party, which does not entail penalties.*

*9.9.2.13.* *the legislation to which this Agreement is subject.*

*9.9.2.14. if the agreement is drawn up in two languages, the prevailing language is indicated.*

*9.9.2.15. specify the number of copies of this Agreement and who has them.*

*9.9.2.16. if there are additional conditions, they are specified in separate articles.*

*9.9.2.17. An integral part of the Agreement is an inventory of the property and receipts for receiving funds for hiring an Object, if settlements are made in cash.*

*9.9.3. Contractual relations between* ***the Contractors*** *when conducting joint transactions.*

*9.9.3.1.* ***the Contractors*** *who have relevant agreement with clients can act as participants in a joint transaction.*

*The relations of* ***the Contractor*** *representing the interests of the tenant and the Landlord must be formalized by a joint transaction agreement.*

*9.9.3.2.* *The demonstration of the property to the client, represented by another* ***Contractor****, is accompanied by the registration of the Act of inspection of the Property.*

*9.9.3.3.* ***the Contractors*** *are obliged to inform each other about the amount of the agency fee for the transaction.*

*9.9.3.4. When conducting a joint transaction, the commission fee between* ***the Contractors*** *is distributed in the proportion of 50% to 50%, unless otherwise agreed.*

*9.9.3.5. Payment for the services of an intermediary is made at the expense of the commission of* ***the Contractor*** *on whose side the intermediary is, unless otherwise provided by a written agreement of the parties.*

*9.9.3.6. Intermediary services are paid in the recommended amount – a maximum of 20% of the total commission amount.*

*9.10. Conducting transactions with primary real estate properties.*

*9.10.1. When providing services to real estate developers for the sale of properties of the primary real estate market, the recommended amount of remuneration is 4% of the price of the Object.*

***10. RECOMMENDATIONS FOR CASH PAYMENTS***

*10.1. While making payments through a bank deposit box, it is recommended to specify in the text of the agreement of sale and purchase a link to the method of making payments, bank details and the safe-deposit box.*

*For example: "in confirmation of the buyer's intentions to pay the price of the alienated apartment, the corresponding funds were placed by the parties in safe-deposit box no. \_\_\_\_ of a commercial bank «\_\_\_\_\_»in accordance with the safe-deposit box Lease Agreement No. \_\_\_\_\_ from\_\_\_\_\_\_\_\_\_\_\_\_. If the parties to the bank safe-deposit box lease agreement do not coincide with the parties to the transaction, it is mandatory to specify such a link.*

*10.2. It is considered unacceptable to indicate in the text of the Contract of Sale the phrase «settlements were made before signing this Agreement» if the money was not transferred to the Seller, but put by the parties to the transaction in a bank safe deposit box with the condition of payment to the Seller after the state registration of the buyer's ownership, or when using a bank letter of credit with similar conditions.* *In this case, the parties to the agreement of sale and purchase must determine whether this circumstance is an encumbrance.*

*10.3. It is not recommended to make payments through a safe deposit box, the only condition for access to which is the simultaneous appearance of the Buyer and Seller.*

*10.4. If the parties to the transaction do not trust the banking schemes, the following payment scheme is recommended as an alternative: the purchase and sale agreement specifies the Buyer's obligation to pay the money to the Seller within two working days after the state registration of his ownership rights. At the same time, the apartment is pledged "by virtue of the law" from the Seller until its full payment by the Buyer, the transaction is registered with a mortgage encumbrance in favor of the Seller, which is withdrawn at the request of the parties after the end of mutual settlements.*

***101. RECOMMENDATIONS FOR TITLE INSURANCE***

*101.1. When conducting transactions, it is recommended to advise clients to insure the title of the purchased property.*

*101.2. Recommended wording of the contract with the Client: «"The Contractor, acting in the interests and on behalf of the Client, recommends that the Client, simultaneously with the conclusion of the contract of sale of the Object, insure the title of the Object. The client agreed/refused to insure the title of the Object (underline the answer) ».*

***11. THE RELATIONSHIP BETWEEN THE CONTRACTOR AND REAL ESTATE SPECIALISTS.***

***DOCUMENTS, REGISTER OF REAL ESTATE SPECIALISTS***

*11.1. Payment for the services of specialists.*

*11.1.1.* *Only a company that builds its relations with agents/brokers on the basis of an employment or civil law agreement can be a member of the Association of Realtors of St. Petersburg ((but not the rental of jobs, the payment of imputed income, the provision of services by agents, and the like).*

*11.1.2. The recommended amount of award for the services of specialists may not exceed 50% of the amount of award received by* ***the Contractor****.*

*11.1.3. When conducting advertising campaigns related to the recruitment of specialists,* ***the Contractor*** *does not have the right to specify the percentage of payment for services exceeding the one specified in clause 11.1.2 of this Standard.*

*11.2. Documents of specialists*

*11.2.1. When establishing a contractual relationship between a certified specialist and a Contractor, a specialist is issued a certificate of the Association of a single sample with a limited validity period of 1 year, which is subject to annual renewal until the end of its validity.*

*11.2.2. The qualification certificate available to the specialist, when establishing contractual relations between the specialist and* ***the Contractor****, shall be deposited with* ***the Contractor****.*

*11.2.3. To confirm the specialist's authority to third parties,* ***the Contractor*** *shall issue him a copy of this document signed by the head, stamped by* ***the Contractor*** *and indicating that the original document is in the custody of* ***the Contractor****.*

*11.2.4. Upon termination of the contractual relationship between* ***the Contractor*** *and the specialist,* ***the Contractor*** *returns the qualification certificate to the specialist after all settlements have been made and other mutual obligations between the specialist and* ***the Contractor*** *have been fulfilled.*

*11.3. Accounting of specialists. Unified Register of specialists.*

*11.3.1. Centralized accounting of certified specialists is carried out by the Executive Directorate of the Association on the basis of data provided to it by the member organizations of the Association.*

*11.3.2. The Executive Directorate of the Association forms, organizes the updating and technical support of the Unified Register of Specialists of the member organizations of the Association.*

*11.3.3. The organization, a member of the Association, is obliged to provide monthly updated data on all specialists in contractual relations with it to the Executive Directorate of the Association, containing the following information about the specialist, in a specified format:*

*11.3.3.1. surname and first names;*

*11.3.3.2. sex;*

*11.3.3.3. date of birth;*

*11.3.3.4. the name of the organization with which the specialist has a contractual relationship;*

*11.3.3.5. photo.*

*11.3.4. Additionally, under the supervision of the Executive Directorate of the Association, monthly updating and inclusion in the Unified Register of information on the qualification certificate (Brokers and agents) containing the following information is organized:*

*11.3.4.1. number;*

*11.3.4.2. date of receipt.*

*11.4.* *Provision of information from the Unified Register.*

*11.4.1. Information from the Unified Register is provided to third parties through an individual request for a specialist through a search engine on the Association's website.*

*11.4.2. Information from the Unified Register is provided to the member organizations of the Association in a processed form in a format approved by the Association Council.*

*11.4.3. If the Unified Register receives completely identical information about a specialist from two or more organizations, a service is provided to inform these member organizations of the Association about the fact of such a coincidence. Organizations carry out work on clarifying information independently.*

*11.4.4. The provision of a generalized list of the Unified Register to any persons is not allowed, except in cases provided for by current legislation, or on the basis of a decision of the Association Council.*

*11.4.5. The Executive Director of the Association is personally responsible for organizing the maintenance of the Unified Register, monthly updating, keeping it up to date, as well as ensuring the requirements for the rules for distributing information from the Unified Register to third parties.*

***12. IMPLEMENTATION AND DEVELOPMENT OF PROFESSIONAL STANDARDS***

*12.1.* ***The******Contractors*** *participating in the joint transaction must overcome the contradictions or disputes arising between them in such a way that the interests of* ***Consumers*** *do not suffer. If the contradictions or disputes that have arisen cannot be resolved through negotiations, they should not be submitted to the courts of general jurisdiction until they are considered by the Dispute Resolution Commission.*

*12.2.* ***The******Contractors****, between whom a conflict situation has arisen, submitted to the Commission for consideration, must act on the basis of the Regulations on the Commission, submitting all relevant documents, actively participating in the trial process, without interfering with the establishment of the truth, etc. Specialists and/or* ***The******Contractors*** *should not make statements or disseminate statements, decisions or conclusions on a dispute considered by the Consumer Rights and Professional Ethics Commission of the Association.*

*12.3. The decision taken by the Commission must be unconditionally carried out by the member of the Association.*

*12.4.* ***The******Contractor*** *who has not complied with the Commission's decision cannot be a member of the Association.*

*12.5.* *The members of the Association submit proposals to amend and supplement professional standards in writing addressed to the President for consideration by the Commission on Real Estate and Professional Standards.*

*12.6. Each such proposal is considered by the Commission on Real Estate and Professional Standards and submitted for approval to the Association Council, where decisions are made on them. The Commission on Real Estate and Professional Standards is working to improve professional standards on a regular basis.* *Proposals to amend and supplement professional standards are submitted by the Commission at least for each autumn general meeting of the Association's members.*

*12.7.* *The adopted decisions are proposed for approval at the next general meeting of the Association or by means of a written survey of the members of the Association, and, after their adoption, become mandatory for use in the practical work of the members of the Association.*