



VOLUNTEER LEADERSHIP AGREEMENT

OVERVIEW

Thank you for agreeing to serve on the Bay East Board of Directors and/or Committee, Work Group or Task Force. You have accepted this position to serve the Bay East Association of REALTORS® (Bay East) to the best of your ability, and we appreciate your time and service. Since membership in Bay East is voluntary, maintaining goodwill and the reputation of Bay East is of utmost importance, as are the legal duties of Directors, Committee, Work Group and Task Force Members. Of course, Bay East Directors, and Committee, Work Group or Task Force Members must honor their fiduciary duties and adhere to appropriate conflict of interest and disclosure rules. As REALTORS®, we operate under a Code of Ethics, and the conduct of our Board of Directors and Committee, Work Group or Task Force Members must similarly be not only compliant with good corporate governance but avoid even the appearance of impropriety. Because Directors and Committee, Work Group or Task Force Members are involved in so many policies, business and other activities, potential conflicts are not always intuitive. This agreement clarifies the expectations of disclosure, abstaining from voting, handling of non-public information, and in some cases, removing oneself from the room during discussions.

In order to account for that fact that the composition of the Board of Director, Committees, Work Groups and Task Forces of the Corporation changes on an annual basis and that incoming Directors and Committee, Work Group or Task Force Members may not be aware of the duties Directors and Committee, Work Group or Task Force Members owe to their corporation and its members, the Board of Directors has adopted the following Agreement and the Corporation shall require all incumbent and incoming Directors, Committee, Work Group and Task Force Members to sign a copy of such Agreement at the first meeting of a new Board of Directors, Committee, Work Group or Task Force on an annual basis. If a Director joins the Board to fill a vacancy, or a member joins a Committee, Work Group or Task Force, he or she shall be required to sign this Agreement prior to the first meeting he or she attends. This Agreement was ratified by Resolution of the Board of Directors on April 12, 2021.

DUTY OF LOYALTY / FIDUCIARY DUTIES

As a Bay East leader, you are charged with establishing and supporting Bay East public and governing policies in furtherance of the Bay East mission. Therefore, you agree to communicate consistent with that charge and to avoid making any public statements – on social media or otherwise – that are contrary to achieving Bay East’s objectives or that may reflect badly upon Bay East’s reputation. Directors and Committee, Work Group or Task Force Members must perform their duties in good faith, in a manner the Director or Committee / Work Group / Task Force Member believes to be in the best interests of the Corporation, with that care, including reasonable inquiry, as an ordinarily prudent person in like position would use under similar circumstances. This includes the duty of care and inquiry. A Director, Committee, Work Group or Task Force Member must be reasonably informed, must take whatever steps are necessary to make sure he or she has the relevant information, must participate in the decision, must not act in a manner that is averse to the Association’s adopted policy positions, and must exercise independent judgment. In carrying out the duty of care and inquiry, Directors and Committee, Work Group or Task Force Members may rely on information, opinions, reports or statements, including financial statements, prepared or presented by the following:

1. Officers and employees of the Corporation whom the Director or Committee/Work Group /Task Force Member believes to be reliable and competent in the matters presented;
2. Counsel, independent accountants, and other persons as to matters the Director or Committee/ Work Group /Task Force Member believes to be within that person's professional or expert competence; or
3. A Committee of the Board on which the Director or Committee/ Work Group/Task Force Member does not serve as to matters within the Committee's designated authority.

CONFIDENTIALITY

In carrying out these duties, Directors and Committee/ Work Group /Task Force Members will often discuss sensitive corporate issues and/or be provided with copies of confidential information. For purposes of this Agreement, the term "Confidential Information" shall include all information disclosed that is marked or designated "Confidential" or marked with words of similar import, and all discussions that occur in Executive Session. "Confidential Information" also means any proprietary information, technical data, trade secrets, information relating to personnel issues, product plans and service plans, marketing, finances, and other business information. You may also receive information from third parties regarding their confidential or proprietary information subject to a duty of Corporation to maintain the confidentiality of such information and to use it only for certain limited purposes. Details about such items will not be referred to in the meeting minutes until such time as confidentiality has been lifted by a Committee or Work Group vote of those present at a meeting.

As to meetings involving the Association's attorneys, you must not disclose the content of these meetings or the fact that the meetings did or will take place, the date, time, place or subject matter or content of such meetings. Likewise, any written communications from the Association's attorneys. Any disclosure could result in a waiver of the Corporation's attorney-client privilege and be detrimental to the Corporation's interests.

You must utilize your best efforts to maintain and preserve the confidentiality of the Confidential Information and you shall not, without the prior written consent of the Corporation, disclose Confidential Information to third parties. You shall use the same degree of care to avoid disclosure of Confidential Information as you employ with respect to your own information which you do not desire to disclose, but at all times you shall use at least reasonable care. The terms and conditions of this Agreement shall apply to all Confidential Information disclosed by the Corporation.

CONFLICT OF INTEREST

The Directors and Committee/ Work Group /Task Force Members of a corporation must make all of the decisions regarding the corporation in good faith. Good faith generally means honesty. The Director or Committee/ Work Group /Task Force Member also owes a fiduciary duty to the Corporation. This includes the duty of loyalty, highest trust, and confidence. Case law has held that a Director or Committee/ Work Group /Task Force Member, like any other trustee is bound to act in utmost good faith toward his or her beneficiary. Other cases have held that the interests of the corporation must prevail over the Director's or Committee/ Work Group /Task Force Member's individual interests. Directors and Committee/ Work Group /Task Force Members owe their corporation a duty of refraining from any conduct that would prevent the corporation from securing full benefit of a transaction. Directors and Committee/ Work Group /Task Force Members have a duty to promote the best interests of the members and corporation. The Director and Committee/ Work Group /Task Force Member also acknowledges Bay East Association has the ownership and copyright of all of the ideas, concepts and products created by each Bay East Committee/ Work Group/Task Force and by the Board of Directors.

In carrying out this duty of loyalty, Directors and Committee/ Work Group /Task Force Members must be concerned with making sure that the interests of the minority members are protected, as well as the majority. Although there are other ways in which the duty of loyalty can be violated (for example, taking individual advantage of a corporate opportunity), the principal area in which the duty of loyalty is violated is when there is self-dealing. Conflicts of interest and potential conflicts of interest can have a detrimental effect on the corporation. The need to comply with the law in this area cannot be overemphasized and if issues arise, counsel should be consulted.

ANTI-TRUST

The Association assigns the highest priority to full compliance with both the letter and the spirit of the antitrust laws, and it is vital that every meeting, whether of the Directors or of any Committee/ Work Group/Task Force, be conducted in a manner consistent with that policy. If at any time during a meeting, leadership believes that a sensitive topic under the antitrust laws is being discussed, or is about to be discussed, they will so advise and halt further discussion. As Directors and Committee/ Work Group /Task Force Members, you likewise should not hesitate to voice any concerns you may have in this regard.

The following topics are prohibited in conversation between attendees:

- Comparison of commissions, rates or fees for services charged or being contemplated by any broker, agent or vendor. (Price fixing)
- The suggestion or practice of making the sale of one good or service conditional to the purchase of a second distinctive good or service. (Tying)

- Agreement to divide customers or allocate territories (Market division)
- Any suggestion or agreement to collectively abstain from using, buying, or dealing with someone or some other firm or vendor. (Boycotting)
- Any agreement or understanding between competitors to restrict the volume of goods they will produce or make available for sale. (Agreement to limit supply)

CODE OF CONDUCT

Directors, Committee/ Work Group/Task Force Members and Association staff gather to debate, discuss, vote, and share information at its events. Directors and Committee/ Work Group /Task Force Members have a fiduciary duty to Bay East and as such should fulfill that duty with the utmost care which includes treating those attending the meetings with courtesy, respect and in a manner appropriate under the law. While it goes without saying, and is welcome, there will be disagreements – sometimes passionate ones – as well as social interaction. These must be kept within civil bounds and respect.

To that end, Bay East is committed to providing an environment, for all those attending Bay East events and meetings, free of discrimination, intimidation, retaliation or harassment. In keeping with this commitment, Bay East does not condone, nor tolerate any form of harassment, including but not limited to harassment based on race, religious creed, color, national original, ancestry, physical disability, mental disability, medical conditions, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, pregnancy or pregnancy related condition or any other characteristic protected by state or federal law. For further definition, information and complaint and reporting procedures see [Section Code of Conduct and Anti-Harassment of the Corporate Policy and Procedures](#).

Please check the position you currently hold on the Board of Directors, or the Committee/ Work Group / Task Force you are currently serving on:

<input type="checkbox"/>	Affiliate Committee	<input type="checkbox"/>	Director of the Board
<input type="checkbox"/>	Marketing AIMM Work Group	<input type="checkbox"/>	Commercial Brokers Alliance Work Group
<input type="checkbox"/>	Executive Committee	<input type="checkbox"/>	Global Network Work Group
<input type="checkbox"/>	Inclusion, Diversity, Equity, Action (I.D.E.A.)	<input type="checkbox"/>	Investment Advisory Work Group
<input type="checkbox"/>	Leadership Development Committee	<input type="checkbox"/>	Leadership Evaluating & Selection Committee
<input type="checkbox"/>	Local Government Relations Committee	<input type="checkbox"/>	Tri-Cities Marketing Council Work Group
<input type="checkbox"/>	Local Government Relations (Alameda)	<input type="checkbox"/>	Valley Real Estate Network Work Group
<input type="checkbox"/>	Central County Marketing Work Group	<input type="checkbox"/>	Past Presidents Work Group
<input type="checkbox"/>	Real Estate Alliance Marketing Work Group	<input type="checkbox"/>	Property Management Advisory Work Group
<input type="checkbox"/>	MLS Business & Technology Committee	<input type="checkbox"/>	Young Professionals Network (YPN)
<input type="checkbox"/>	Professional Standards Committee	<input type="checkbox"/>	Task Force _____
<input type="checkbox"/>	Political Activities		

When transmitting letters, e mails, texts or any other communication, Directors, Officers, Committee Participants or anyone acting in a participatory role in Association business, shall not reference or use in their communication, including the signature block, any title or affiliations with the Association, except when (1) specifically authorized by the Board of Directors, (2) authorized by the bylaws or policies of the Association, or (3) when there is not time to obtain Board authorization and the President provides authorization until the next Board of Directors meeting. Examples of such communications include, but are not limited to, communications with government bodies and officials, potential and current vendors, other organizations when not specifically authorized to engage in such communications, and all other communications in which there is a representation the signor holds a position with the Association and there is a potential for misunderstanding the communication is officially sanctioned by the Association.

INDEMNITY

As part of the obligation of being in a trusted and leadership role on behalf of Bay East Association of REALTORS® (the Association), the undersigned agrees to indemnify and hold the Association harmless from any and all claims, causes of action, enforcement proceedings, court orders, judgments and matters of any kind or nature arising from the acts or omissions of the undersigned relating to matters in which a third party attempts to hold the Association responsible or liable for damages at law or equity based upon any alleged act or omission by the undersigned while acting outside of their authority or role established by the Association. This indemnity shall also include the obligation of the undersigned to pay for or reimburse the Association for all attorneys' fees and court costs incurred in responding to any such third-party claim or enforcement proceeding. Nothing contained herein shall be interpreted to deny the undersigned any of the rights and privileges extended through the bylaws or insurance coverage for alleged acts or omissions while acting consistent with their role as a leader of the Association.

By signing this Agreement, you understand the duties and responsibilities of your position as outlined in this Agreement and in [Section Committee/Work Group Members](#) of the Corporate Policy and Procedures; and you agree to abide by them. You agree that your failure to comply with any of the provisions of this Agreement or [Section Committee/Work Group Members](#) of the Corporate Policy and Procedures shall be grounds for removal of you from your position as a Committee/ Work Group /Task Force member or Director. You further agree that your duty not to disclose any confidential information shall continue even after you are no longer a Committee/ Work Group /Task Force member or Director. You agree that if you receive a subpoena, notice request or other document requesting that you disclose any confidential information, you will immediately notify the Association to give it the opportunity to take appropriate action to protect such information.

The Bay East Association of REALTORS® may utilize video recording, livestreaming and photography during Bay East meetings and/or events for use in connection with future educational, promotional, and marketing activities of the Association in any medium now known or created in the future. Your participation in these meetings and/or events constitutes your consent to the video recording, livestreaming and still photographs and your release of the Association from any claims related to the Association's use, reproduction, or distribution of your name, likeness, image, voice and/or appearance.