

INTRODUCTION

The National Association of Apartment Locators ("NAAL") is a trade association of licensed apartment locator professionals committed to ethical conduct, lawful real estate practice, and professional accountability. This Code of Ethics establishes mandatory standards governing how NAAL Apartment Locator Members conduct their business, serve clients, interact with apartment communities, and represent themselves to the public.

Ethical apartment locating improves occupancy outcomes, protects consumers, reduces fraudulent billing practices, and supports compliance with applicable real estate and fair housing laws. Adherence to this Code of Ethics is a condition of NAAL membership.

SUMMARY

This summary highlights key ethical obligations. The full Code of Ethics governs and controls in all cases.

- Maintain an active real estate license and comply with all applicable state and federal laws.
- Provide bona fide, professional apartment locating services and act in good faith at all times.
- Protect the interests of clients while treating all parties honestly and fairly.
- Invoice for a lease only when the Locator Member is the primary procuring cause of the transaction.
- Make reasonable efforts to verify commission terms and referral instructions in writing prior to invoicing.
- Guarantee rent for ninety (90) days and refund the prorated commission if a paid client fails to meet rental obligations.
- Conduct all advertising and public representations truthfully and in compliance with fair housing and advertising laws.
- Maintain professional, respectful conduct with apartment community staff and other locator members.
- Participate in good-faith resolution of commission disputes, including mediation when required.
- Cooperate fully with NAAL in the investigation and enforcement of ethical violations.

LICENSING AND PROFESSIONAL CONDUCT

All Apartment Locator Members ("Locator Members") shall hold and maintain an active real estate license issued by the appropriate state regulatory authority. Membership is conditioned upon verification of licensure and continued compliance with all licensing, supervision, and sponsorship requirements imposed by state law. By maintaining membership, Locator Members agree to be bound by this Code of Ethics.

Locator Members may hold various license classifications as permitted by state law, including broker, associate broker, salesperson, or licensed entity. Regardless of license type or business structure, each Locator Member is individually responsible for ethical conduct and compliance with this Code of Ethics. Broker Locator Members are responsible for supervising sponsored agents in accordance with state law and may require adherence to this Code of Ethics, provided such requirement does not conflict with applicable real estate or employment law.

Locator Members shall conduct their business in a manner that promotes fairness, cooperation, and professional respect. Locator Members shall not seek an unfair competitive advantage, interfere with existing client relationships, or make false, misleading, or disparaging statements about other locators or locating companies.

Locator Members shall provide bona fide real estate services. At a minimum, this includes direct communication with the client, identification of the client's rental criteria and housing needs, and the exercise of professional judgment in matching clients with appropriate apartment communities. Upon client request, Locator Members shall either accompany the client to a property or arrange and confirm a property visit with the apartment community.

Locator Members shall maintain working knowledge of apartment community qualifications, policies, and amenities and shall make reasonable efforts to refer only qualified rental prospects.

DUTIES TO CLIENTS

Locator Members owe primary loyalty to their clients while treating all parties honestly and fairly.

Locator Members shall clearly disclose to clients:

- That locator compensation is typically paid by the property owner, landlord, or another party.
- Any potential for dual agency or conflict of interest.
- Any financial benefit received from recommending ancillary products or services.
- Any instance in which compensation is received from more than one party, and obtain informed consent where required by law.

Fiduciary duties apply whether representation is established by written agreement or, where permitted by law, by verbal agreement.

Locator Members shall preserve the confidentiality of client information during and after the transaction, except where disclosure is required by law.

Locator Members shall make reasonable efforts to reduce misunderstandings by placing material terms of real estate-related agreements in writing and providing copies to all parties upon execution.

This Code of Ethics applies to all real estate-related activities conducted in person, by telephone, electronically, or by any other means.

DUTIES TO THE PUBLIC

Locator Members shall comply with all applicable fair housing laws and shall provide equal professional services without discrimination based on any protected class under applicable law.

Locator Members shall not participate in discriminatory plans or agreements, volunteer information regarding the demographic composition of neighborhoods or communities, publish discriminatory statements or advertisements, or engage in discriminatory employment practices.

Locator Members shall present a true and accurate picture in all advertising, marketing, and public representations. All advertising shall clearly disclose the company name and the Locator Member's status as a licensed real estate professional, as required by law.

Locator Members shall ensure that website content, online listings, domain names, and digital marketing practices are truthful, current, and not misleading. Deceptive practices, including manipulation of content, metadata, consumer data, or apartment information, are prohibited.

Locator Members may offer incentives to clients where permitted by law, provided all terms and conditions are clearly disclosed.

Locator Members may display only those professional credentials, designations, or certifications to which they are legitimately entitled.

Locator Members shall not engage in the unauthorized practice of law and shall recommend legal counsel when appropriate.

DUTIES TO OTHER LOCATOR MEMBERS

Locator Members shall not knowingly or recklessly make false or misleading statements about other real estate professionals or their business practices.

Locator Members shall not actively or aggressively recruit agents from other locating companies in a manner inconsistent with professional ethics.

Prior to entering into a representation agreement, Locator Members shall make reasonable efforts to determine whether a prospect is subject to an existing exclusive agreement for similar services.

Locator Members shall disclose representation to the owner or landlord at first substantive contact and provide written confirmation no later than execution of a lease.

COMMISSION DISPUTES

Locator Members acknowledge that commission disputes may arise in an open-listing environment. Members shall attempt to resolve disputes in good faith through direct communication.

Locator Members shall make reasonable efforts to verify commission terms and referral instructions in writing prior to invoicing and, when available, will first rely on written commission disclosures provided by the apartment community in order to reduce unnecessary disruption to onsite staff and prevent commission disputes.

When disputes cannot be resolved, Locator Members agree to participate in mediation to determine procuring cause. Members shall share in mediation costs and agree not to pursue retaliation, litigation, or boycotts related to the dispute.

DUTIES TO APARTMENT COMMUNITIES

Locator Members shall comply with the policies of property owners and management companies regarding referrals, incentives, or compensation to onsite personnel, subject to applicable law.

Locator Members shall invoice for a lease only when they believe in good faith that their efforts were the primary procuring cause of the transaction. Invoices shall be submitted only after resident move-in unless otherwise authorized by the property owner or manager.

Ninety-Day Rent Guarantee

Locator Members guarantee rent for ninety (90) days. If a locator commission has been paid and the client fails to fulfill rental obligations during the first ninety (90) days of occupancy, the Locator Member shall refund the commission on a prorated basis as follows:

- Failure during the first month: full commission refunded.
- Failure during the second month: two-thirds (2/3) of the commission refunded.
- Failure during the third month: one-third (1/3) of the commission refunded.

This guarantee applies only if the commission has been paid and the apartment community provides written notice of nonpayment or abandonment within the applicable period.

Locator Members shall conduct themselves professionally in all interactions with apartment community staff and management.

ENFORCEMENT

Locator Members shall remain informed on issues affecting real estate practice and shall assist NAAL in identifying conduct that may damage the public or discredit the apartment locating profession.

Locator Members with knowledge of a potential violation of this Code of Ethics shall report such conduct to NAAL.

If a grievance is filed, the Locator Member shall cooperate fully with any investigation and provide requested documentation. If a violation is substantiated, the Locator Member shall accept the disciplinary action imposed. Sanctions may include suspension or termination of membership and notification to apartment community partners where appropriate.