

# Stay Out of Trouble

Premium Toolkit Booklet

10 Core Tools for Texas Real Estate Agents

Protect Your Clients. Protect Your License. Protect Your Income.

Rick Tankersley Training

Educational training material only. Always follow your broker guidance, brokerage policy, TREC rules, TRELA, the Code of Ethics, and appropriate legal or professional advice.

## Introduction

This booklet is a practical companion to the **Stay Out of Trouble** class. It is built for Texas real estate agents who want to make money, serve clients well, and avoid the preventable mistakes that create complaints, liability, lost trust, and unnecessary drama.

The goal is not to scare agents out of the business. The goal is to help agents operate like professionals. As production grows, the risk grows too: more people, more deadlines, more documents, more emotions, more money, and more opportunities for something to go sideways.

These tools are designed to help agents slow down, document clearly, communicate professionally, stay in their lane, use cleaner contracts, and know when to call the broker or bring in the right professional.

## Important Reminder

This booklet is for education and training. It is not legal advice, broker policy, a substitute for legal counsel, or a substitute for your broker. Do not use these materials as client legal forms. Use them as internal checklists, communication guides, class handouts, and professional habit builders.

## Core Message

- Document everything.
- Stay in your lane.
- Get it in writing.
- Use clean contracts.
- Set expectations early.
- Call your broker before a small issue becomes a large problem.

## **How to Use This Booklet**

Use this booklet as a practical field guide. It is not meant to sit in a folder and collect dust. Print it, keep it near your workspace, add it to your transaction process, and use the language guides before sending important emails or texts.

### **Suggested Use**

- Review Tool 1 at the start of every client relationship.
- Use Tool 2 before sending any offer or contract package.
- Use Tool 3 immediately after the effective date is established.
- Send the substance of Tool 4 early in every transaction to warn clients about wire fraud.
- Use Tool 5 to explain buyer representation in plain English, not as a legal form.
- Use Tool 6 when a client asks questions outside your license lane.
- Use Tool 7 before publishing ads, posts, flyers, websites, and profiles.
- Use Tool 8 before publishing MLS remarks or repeating seller claims.
- Use Tool 9 when a transaction starts to feel unusual, risky, emotional, or outside your experience.
- Use Tool 10 to document important conversations in writing.

### **Best Practice**

Do not use this booklet to create client obligations or collect signatures. Use it to train, remind, document, and communicate more professionally.

## Booklet Contents

1. Tool 1: Agent Protection Checklist
2. Tool 2: Clean Contract Review Checklist
3. Tool 3: Transaction Deadline Tracker
4. Tool 4: Wire Fraud Warning Template
5. Tool 5: Buyer Representation Explanation Sheet
6. Tool 6: Stay in Your Lane Script Guide
7. Tool 7: Advertising Compliance Checklist
8. Tool 8: MLS Description Do's and Don'ts
9. Tool 9: Broker Red Flag Call Sheet
10. Tool 10: Everything in Writing Email Template Pack
11. Bonus: The Stay Out of Trouble Formula

# Tool 1: Agent Protection Checklist

## Stay Out of Trouble Toolkit

Use this before, during, and after every transaction. The goal is simple: slow down, check the file, document what matters, and do not rely on memory.

### Before Working With the Client

- I provided the IABS form when required.
- I confirmed the client understands my role.
- I confirmed whether this person is a client, customer, prospect, or unrepresented party.
- I explained representation, compensation, and expectations clearly.
- I obtained the required written agreement before showing property or presenting an offer, if applicable.
- I documented important conversations in writing.
- I confirmed I am competent to handle this type of transaction.
- I contacted my broker or a more experienced agent if the transaction is outside my normal experience.

### Before Marketing or Advertising

- My name or team name is included.
- My broker name appears properly and is not hidden.
- My broker name is at least half the size of the largest contact information, when required.
- My business social media profiles include the IABS and Consumer Protection Notice links.
- I am not using an old brokerage name, logo, sign, card, email signature, or template.
- I have permission to advertise any listing that is not mine.
- I am not making exaggerated or unverifiable claims.
- I checked that the ad does not create a misleading impression.

### Before Listing a Property

- I verified the seller legal name.
- I verified the property address and legal description.
- I asked about known defects, repairs, permits, insurance claims, additions, and prior issues.
- I encouraged the seller to complete disclosures accurately.
- I reviewed what personal property is included or excluded.
- I avoided guessing on schools, square footage, permits, utilities, condition, or property features.
- I documented seller instructions on showing access, offer presentation, and communication preferences.
- I reviewed MLS remarks for accuracy before publishing.

### Before Showing Property

- I have permission to enter the property.
- I confirmed showing instructions.
- I reminded buyers not to discuss negotiation strategy inside the property.

- I assumed cameras or audio may be present.
- I did not allow buyers to wander unattended.
- I did not take photos or videos unless permitted.
- I avoided making claims about property condition, value, safety, schools, neighborhoods, or protected classes.

## Before Writing an Offer

- I verified the buyer legal name.
- I verified the property address and legal description.
- I confirmed the sales price and financing terms.
- I confirmed the earnest money amount.
- I confirmed the option fee and option period.
- I confirmed the title company.
- I attached all required addenda.
- I confirmed deadlines with the client.
- I explained that earnest money and option fee must be delivered properly and on time.
- I encouraged the client to consult appropriate professionals when needed.

## During the Transaction

- I tracked all contract deadlines.
- I documented client instructions.
- I kept the client informed.
- I confirmed any important conversation in writing.
- I avoided giving legal, lending, tax, inspection, repair, or construction advice.
- I warned the client about wire fraud early in the transaction.
- I used amendments for post-execution changes.
- I did not alter an executed contract improperly.
- I contacted my broker when something felt unusual.

## Before Closing

- I confirmed all amendments were fully signed.
- I confirmed all agreed repairs or credits were documented properly.
- I reminded the client to verify wire instructions directly with title using a trusted phone number.
- I confirmed possession terms.
- I confirmed personal property items were handled properly.
- I reviewed final timeline items with the client.
- I documented any unresolved concerns.

## After Closing

- I saved important communication in the file.
- I confirmed final client follow-up.
- I did not continue negotiating or advising outside the closed transaction without broker guidance.

I kept sensitive client information secure.

I reviewed what went well and what needs improvement.

**Golden Rule: If it matters, document it. If you do not know, do not guess. If it is outside your lane, bring in the right professional.**

# Tool 2: Clean Contract Review Checklist

## Stay Out of Trouble Toolkit

**Sloppy contracts create confusion, weaken your negotiating position, and make you look unprepared. Clean contracts make you look professional, organized, and serious.**

### Contract Basics

- Correct buyer name or names.
- Correct seller name or names.
- Correct property address.
- Correct legal description.
- Correct sales price.
- Correct financing terms.
- Correct title company.
- Correct earnest money amount.
- Correct option fee amount.
- Correct option period.
- Correct closing date.
- Correct possession terms.
- Correct survey paragraph completed.
- Correct title policy paragraph completed.
- Correct HOA addendum attached, if applicable.
- Correct financing addendum attached, if applicable.
- Correct third-party financing terms completed, if applicable.
- Correct seller contribution, if any.
- Correct addenda attached.
- Correct notices included.
- Correct broker information completed.

### Blank Fields

- No blank fields that should be completed.
- All unused blanks are properly marked if appropriate.
- No conflicting terms.
- No missing dates.
- No missing dollar amounts.
- No vague language added.

### Addenda Review

- Third Party Financing Addendum, if financed.
- HOA Addendum, if property is subject to HOA.

- Seller Temporary Residential Lease, if seller remains after closing.
- Buyer Temporary Residential Lease, if buyer moves in before closing.
- Non-Realty Items Addendum, if personal property is included.
- Lead-Based Paint Addendum, if required.
- Addendum for Sale of Other Property, if applicable.
- Short Sale Addendum, if applicable.
- Backup Contract Addendum, if applicable.
- Other required forms or addenda reviewed with broker if uncertain.

## Signature Review

- Buyer signatures are complete.
- Seller signatures are complete.
- Initials are complete where required.
- Dates are included where needed.
- All amendments are fully signed.
- All notices are delivered properly.
- Fully executed copy is saved.

## Before Sending

- I reviewed the entire contract.
- I checked the math.
- I checked the deadlines.
- I checked the addenda.
- I checked the signatures.
- I checked for internal conflicts.
- I sent the client a clean copy.
- I documented delivery.

**Final Contract Rule: Do not rush the paperwork just because everyone is excited. The contract is where excitement becomes obligation.**

# Tool 3: Transaction Deadline Tracker

## Stay Out of Trouble Toolkit

Missing deadlines is one of the easiest ways to create problems. Use this tracker on every transaction.

### Transaction Information

Property Address: \_\_\_\_\_

Client Name: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Closing Date: \_\_\_\_\_

Title Company: \_\_\_\_\_

Escrow Officer: \_\_\_\_\_

Lender: \_\_\_\_\_

Other Agent: \_\_\_\_\_

### Critical Deadlines

Item	Deadline	Done	Notes
Effective Date Confirmed	_____	<input type="checkbox"/>	_____
Earnest Money Due	_____	<input type="checkbox"/>	_____
Option Fee Due	_____	<input type="checkbox"/>	_____
Option Period Ends	_____	<input type="checkbox"/>	_____
Seller Disclosure Deadline	_____	<input type="checkbox"/>	_____
Survey Deadline	_____	<input type="checkbox"/>	_____
Title Commitment Review	_____	<input type="checkbox"/>	_____
HOA Document Review	_____	<input type="checkbox"/>	_____
Third Party Financing Deadline	_____	<input type="checkbox"/>	_____
Appraisal Deadline, if applicable	_____	<input type="checkbox"/>	_____
Repair Amendment Deadline	_____	<input type="checkbox"/>	_____
Final Walkthrough	_____	<input type="checkbox"/>	_____
Closing Date	_____	<input type="checkbox"/>	_____
Possession Date and Time	_____	<input type="checkbox"/>	_____

## Client Deadline Reminder Template

**Subject:** Important Contract Deadline Reminder

Hi [Client Name],

I wanted to remind you of an important contract deadline.

Deadline: [Deadline Name]

Date/Time: [Date/Time]

What needs to happen: [Action Needed]

Please remember that contract deadlines can affect your rights and obligations. I recommend taking care of this as early as possible and letting me know once complete.

Thank you,  
[Agent Name]

## Internal Agent Reminder

- Add all deadlines to calendar.
- Add reminders 48 hours before major deadline.
- Add reminders 24 hours before major deadline.
- Confirm deadline completion in writing.
- Save confirmation to file.

**Deadline Rule: The clock does not care that you were busy. Track it, calendar it, confirm it, document it.**

# Tool 4: Wire Fraud Warning Template

## Stay Out of Trouble Toolkit

Wire fraud is one of the most serious risks in real estate. Warn clients early, clearly, and in writing.

### Email Template

**Subject:** Important Wire Fraud Warning

Hi [Client Name],

I want to make you aware of a serious risk in real estate transactions: wire fraud.

Criminals sometimes attempt to intercept real estate funds by sending fake emails, fake wiring instructions, or messages that appear to come from a title company, lender, real estate agent, or other trusted party.

Please follow these rules:

1. Never rely on wiring instructions received by email alone.
2. Always call the title company directly using a known, trusted phone number before sending any wire.
3. Do not use a phone number provided inside a suspicious email.
4. Do not send money based on last-minute wiring changes without direct verbal verification from title.
5. Contact the title company immediately if anything feels unusual.
6. Let me know right away if you receive any suspicious message related to money, wiring, closing funds, or account changes.

Please understand that I will not send wiring instructions. Wiring instructions should come directly from the title company through secure and verified channels.

This warning is being provided to help protect you. Wire fraud can result in permanent loss of funds, so please take this seriously.

Thank you,  
[Agent Name]

### Text Message Version

Important reminder: Be very careful with wire instructions. Never wire funds based only on an email. Always call the title company directly using a trusted phone number before sending money. Do not use phone numbers from suspicious emails. Wire fraud is serious, and funds are often gone forever once sent.

**Wire Fraud Rule: Warn early. Warn clearly. Tell them to verify directly. Document that you warned them.**

# Tool 5: Buyer Representation Explanation Sheet

## Stay Out of Trouble Toolkit

Use this sheet to explain buyer representation in plain English before services begin.

### Why We Need a Written Agreement

Before I show property, present an offer, or provide buyer representation services, we need to clearly define our relationship in writing. This protects you, protects me, and makes sure everyone understands the services being provided, how representation works, and how compensation is handled.

### What Buyer Representation Means

When you are represented as a buyer client, I owe you professional duties, including helping you evaluate properties, explaining the buying process, preparing and presenting offers, helping negotiate contract terms, tracking deadlines, communicating with the other side, coordinating with title, lender, inspectors, and other professionals, and protecting your interests within the scope of my real estate license.

### What Buyer Representation Does Not Mean

Buyer representation does not mean I become your attorney, lender, inspector, contractor, appraiser, surveyor, tax advisor, or financial advisor. When those issues come up, I will recommend that you consult the appropriate professional.

### Compensation

Broker compensation is negotiable and is not set by law. The written agreement will explain how compensation works, what services are provided, whether the agreement is exclusive, and what happens if the seller or listing broker does not pay all or part of the agreed compensation.

### Important Questions to Discuss

- How long does the agreement last?
- Is it exclusive or limited?
- What services are included?
- How is compensation handled?
- What happens if the seller does not offer compensation?
- What happens if you buy through another agent?
- How can the agreement be terminated?
- What properties or situations does it apply to?

**Buyer Rep Rule: Do not let the client say, "I did not know." Slow down, explain it, document it.**

# Tool 6: Stay in Your Lane Script Guide

## Stay Out of Trouble Toolkit

Great agents are helpful, but they do not pretend to be attorneys, inspectors, lenders, contractors, appraisers, or tax advisors.

### Inspection Issues

#### Do not say:

- "I would not worry about that."
- "That is not a big deal."
- "The foundation looks fine to me."
- "You do not need to ask for that repair."
- "I would take the house anyway."

#### Say this instead:

"That is your decision. I recommend you speak with the inspector or the appropriate professional so you are comfortable with your choice. Once you decide what you want to request, I can help put that request in writing."

### Legal Questions

#### Do not say:

- "You can sue them."
- "They are definitely in breach."
- "You can get your earnest money back."
- "They have to sign this."
- "This clause means you are safe."

#### Say this instead:

"That is a legal question. I can explain the real estate process and the form we are using, but I cannot give legal advice. I recommend speaking with a real estate attorney before you make that decision."

### Lending Questions

#### Do not say:

- "You will definitely qualify."
- "The lender will approve that."
- "This will not affect your loan."
- "You can change jobs before closing."
- "You can buy furniture before closing."

#### Say this instead:

"That could affect your financing. Please check with your lender before making that decision."

## Repair Questions

### Do not say:

- "That repair should only cost about \$500."
- "My contractor can fix that."
- "That work was done right."
- "You do not need permits for that."

### Say this instead:

"I recommend getting an opinion from a qualified contractor or appropriate professional. Once you have that information, we can discuss how you want to proceed in the transaction."

## Appraisal Questions

### Do not say:

- "It will appraise."
- "The appraiser is wrong."
- "There is no way value is an issue."
- "They will adjust for that."

### Say this instead:

"The appraisal is handled by the lender process. I can help provide comparable sales when appropriate, but the appraiser and lender control that part of the transaction."

## Tax Questions

### Do not say:

- "You will not owe taxes."
- "This is deductible."
- "You qualify for that exemption."
- "You do not need to worry about FIRPTA."

### Say this instead:

"That is a tax question. I recommend speaking with a CPA, tax professional, or attorney before making that decision."

## Fair Housing Questions

### Do not say:

- "This is a safe neighborhood."
- "This area is mostly young families."
- "This probably is not the area for you."
- "You would fit in better over here."
- "The schools are good, so this is perfect for families."

**Say this instead:**

"I cannot steer you toward or away from an area. I can direct you to objective public resources so you can evaluate neighborhoods, schools, crime data, and other factors that matter to you."

**Stay in Your Lane Rule: Your value is not in pretending to know everything. Your value is in knowing what you do, knowing what you do not, and getting the client to the right professional.**

# Tool 7: Advertising Compliance Checklist

## Stay Out of Trouble Toolkit

Advertising is not just marketing. Advertising is regulated communication to the public.

### General Advertising Review

- Does the ad include my name or team name?
- Does the ad include my broker name where required?
- Is my broker name visible and not hidden?
- Is the broker name at least half the size of the largest contact information, where required?
- Does the ad avoid creating the impression that I am the brokerage?
- Does the ad avoid misleading consumers?
- Does the ad avoid false claims, exaggerated claims, or unverifiable statements?
- Does the ad identify the property accurately?
- Do I have permission to advertise the property?
- Does the ad avoid Fair Housing issues?
- Does the ad avoid implying guaranteed results?
- Is the contact information accurate?
- Are all links working?
- Is the IABS link included where required?
- Is the Consumer Protection Notice included where required?

### Social Media Profile Review

- My brokerage is current.
- My profile does not show an old brokerage.
- My cover image is compliant.
- My bio is compliant.
- My link section includes required notices.
- My pinned posts are current.
- My lead forms are current.
- My landing pages are current.
- My email signature is current.

### Team Name Review

- Team name ends in Team or Group, if applicable.
- Team name does not use Company.
- Team name does not use Brokerage.
- Team name does not use Associates in a misleading way.
- Team name does not imply independence from sponsoring broker.

## Brokerage Change Review

- Yard signs.
- Sign riders.
- Business cards.
- Flyers.
- Listing presentations.
- Buyer presentations.
- Email signature.
- Website.
- Landing pages.
- Social media profiles.
- Paid ads.
- CRM templates.
- Text templates.
- Video intros and outros.
- Listing packets.
- Open house materials.

**Advertising Rule: If the public could be misled, confused, or left with the wrong impression, fix it before you publish it.**

# Tool 8: MLS Description Do's and Don'ts

## Stay Out of Trouble Toolkit

The MLS is not a creative writing contest. It is a representation to agents and the public.

### Core MLS Rule

Verify what you can. Disclose what you know. Do not guess. Do not exaggerate. Do not copy old information without checking it. Do not rely only on what the seller says if something seems questionable.

### Risky MLS Words

- New
- Updated
- Remodeled
- Permitted
- Replaced
- Included
- Guaranteed
- Move-in ready
- No issues
- Perfect
- Best
- Safe
- Quiet
- Family-friendly
- Walkable to school
- Investor-proof
- No restrictions
- Commercial potential
- Unrestricted
- Can be subdivided
- Short-term rental allowed

### Better Language Examples

Instead of Saying	Say This
New roof.	Seller reports roof was replaced in [year]. Buyer to verify.
Fully remodeled.	Seller reports recent updates to [kitchen/bath/flooring]. Buyer to verify scope, permits, and workmanship.
Refrigerator stays.	Refrigerator may convey with acceptable offer. Must be included on appropriate addendum.
Great family neighborhood.	Convenient to parks, schools, shopping, and major roads. Buyer to verify area features important to them.

Instead of Saying	Say This
Commercial potential.	Buyer to verify zoning, use restrictions, utilities, and development potential with appropriate authorities.
No restrictions.	Seller is not aware of restrictions. Buyer to verify deed restrictions, HOA, zoning, and applicable use limitations.

## MLS Verification Checklist

- Schools verified.
- Square footage source reviewed.
- Tax information reviewed.
- HOA information reviewed.
- Utility availability confirmed or qualified.
- Improvements and repairs discussed.
- Permits discussed when applicable.
- Included personal property handled properly.
- Seller claims reviewed carefully.
- Material issues disclosed appropriately.
- Broker consulted if uncertain.

**MLS Rule: The MLS is not where you sell the dream by creating future evidence against yourself. Be accurate, careful, and clear.**

# Tool 9: Broker Red Flag Call Sheet

## Stay Out of Trouble Toolkit

Some situations require you to stop and call your broker. Do not freestyle your way into a bigger problem.

### Call Your Broker Immediately When

- Money gets weird.
- A client wants to pay or receive money outside closing.
- A client wants to hide information.
- A seller tells you not to disclose a known defect.
- A buyer says you are not acting in their best interest.
- A client threatens to sue.
- Another agent threatens a complaint.
- There is a Fair Housing concern.
- There is possible fraud.
- Wire instructions appear suspicious.
- A client wants legal advice.
- You are unsure which form to use.
- You are unsure how to handle earnest money.
- There is a dispute over earnest money.
- The inspection reveals a serious issue.
- The buyer wants to terminate.
- The seller refuses to make required disclosures.
- The parties want to change terms after execution.
- Someone asks you to alter a signed contract.
- You are dealing with commercial, farm and ranch, investment, probate, estate, divorce, foreign seller, subject-to, wrap, novation, or another area outside your experience.
- You are uncomfortable with anything happening in the transaction.

### What to Have Ready Before Calling

- Property address
- Client name
- Contract status
- Effective date
- Deadline involved
- Exact issue
- Relevant emails or texts
- What the client wants
- What the other side said
- What you have already done

- What decision is needed

## Broker Call Notes

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

Time: \_\_\_\_\_

Issue: \_\_\_\_\_

Broker Guidance: \_\_\_\_\_

Follow-Up Needed: \_\_\_\_\_

Documented in Writing:  Yes  No

**Broker Rule: Calling your broker early is professional. Calling your broker after the fire is on fire is damage control.**

# Tool 10: Everything in Writing Email Template Pack

## Stay Out of Trouble Toolkit

These templates help agents document important conversations without sounding stiff or defensive.

### 1. Confirming Client Instructions

**Subject:** Confirming Your Instructions

Hi [Client Name],

I wanted to confirm our conversation today.

You instructed me to [state instruction clearly].

Based on that instruction, I will [state next step].

Please reply and confirm that I have stated your instructions correctly.

Thank you,  
[Agent Name]

### 2. Confirming Offer Presentation

**Subject:** Offer Presented

Hi [Seller Name],

I wanted to confirm that I presented the offer from [Buyer Name or Buyer Agent] to you on [date] at [time].

Summary of offer terms reviewed:

Price: [Price]

Financing: [Financing Type]

Earnest Money: [Amount]

Option Fee/Period: [Amount/Days]

Closing Date: [Date]

Other Key Terms: [Terms]

You instructed me to [accept/counter/reject/wait/review further].

Please confirm that this matches your instructions.

Thank you,  
[Agent Name]

### 3. Confirming Buyer Repair Request Decision

**Subject:** Repair Request Decision

Hi [Buyer Name],

I wanted to confirm our discussion regarding the inspection and repair request.

You reviewed the inspection report and decided to request the following:  
[List repair items]

I recommended that you consult with the inspector and any appropriate professionals regarding the condition, seriousness, cost, and repair options before making your decision.

Please confirm that these are the repair items you want included in the repair amendment/request.

Thank you,  
[Agent Name]

## 4. Confirming Buyer Declined Further Inspection

**Subject:** Inspection Decision Confirmation

Hi [Buyer Name],

I wanted to confirm that we discussed your option to seek additional inspections or professional opinions regarding [issue].

You have decided to move forward without obtaining further inspection or professional review on this item.

Please understand that I am not an inspector, contractor, engineer, or specialist, and I cannot determine the seriousness, cause, or cost of repair. My recommendation is always that you speak with the appropriate professional if you have concerns.

Please reply and confirm your decision.

Thank you,  
[Agent Name]

## 5. Confirming Seller Disclosure Discussion

**Subject:** Disclosure Discussion

Hi [Seller Name],

I wanted to confirm our conversation regarding disclosure obligations.

We discussed [issue or condition]. I explained that known material facts and property conditions should be disclosed properly and accurately. I also recommended that you contact the appropriate professional or legal counsel if you have questions about what should be disclosed.

Please confirm that this reflects our conversation.

Thank you,  
[Agent Name]

## 6. Confirming Deadline Reminder

**Subject:** Important Deadline Reminder

Hi [Client Name],

I wanted to remind you of an important transaction deadline.

Deadline: [Deadline Name]  
Date: [Date]  
Time, if applicable: [Time]  
Action Needed: [Action]

Please make sure this is completed on time. Missing contract deadlines can affect your rights and obligations.

Thank you,  
[Agent Name]

## 7. Confirming Commission or Compensation Discussion

**Subject:** Compensation Discussion Confirmation

Hi [Client Name],

I wanted to confirm our discussion regarding broker compensation.

We reviewed that broker compensation is negotiable and not set by law. We also discussed how compensation may be handled in this transaction and what could happen if the seller or listing broker does not offer or agree to pay the full amount.

Please review your agreement carefully and let me know if you have any questions.

Thank you,  
[Agent Name]

## 8. Confirming Recommendation to Seek Legal Advice

**Subject:** Recommendation to Seek Legal Advice

Hi [Client Name],

I wanted to follow up on our discussion regarding [issue].

Because this involves a legal question or potential legal consequence, I recommend that you consult with a qualified real estate attorney before making a final decision.

I can explain the real estate process and the forms we use, but I cannot provide legal advice.

Thank you,  
[Agent Name]

## 9. Confirming Wire Fraud Warning

**Subject:** Wire Fraud Warning Confirmation

Hi [Client Name],

I wanted to confirm that we discussed the risk of wire fraud in real estate transactions.

Please do not rely on wiring instructions received by email alone. Always call the title company directly using a known and trusted phone number before wiring funds. Do not use a phone number from a suspicious email or last-minute message.

Please reply to confirm you received this warning.

Thank you,  
[Agent Name]

## 10. Confirming Conversation With Another Agent

**Subject:** Confirming Our Conversation

Hi [Agent Name],

I wanted to confirm our conversation today regarding [property address/client/issue].

My understanding is:  
[Summary of discussion]

Next steps:  
[Action items]

Please let me know right away if I misunderstood anything.

Thank you,  
[Agent Name]

**Writing Rule: The purpose of documentation is not to sound paranoid. The purpose is to make sure everyone remembers the same conversation the same way.**

# Bonus: Stay Out of Trouble Formula

## Stay Out of Trouble Toolkit

Use this as the final takeaway page for the class or the front page of the agent toolkit.

Formula Point	What It Means
Slow Down	Do not let urgency make you sloppy.
Stay in Your Lane	Do your job extremely well. Bring in the right professional when needed.
Use Clean Contracts	Complete, accurate, well-prepared contracts protect your credibility and leverage.
Set Expectations Early	Most drama gets worse when clients are surprised.
Document Everything	If it matters, put it in writing.
Call Your Broker Early	Broker guidance is not weakness. It is professionalism.
Do Not Guess	Guessing creates liability.
Do Not Freelance Money	When money gets weird, stop.
Respect Deadlines	The clock does not wait for you.
Protect the File	A clean file protects the client, the agent, the broker, and the transaction.

## Final Reminder

You are not just opening doors and writing offers. You are operating in a regulated, high-liability business. The agents who last are not just the ones who can sell. They are the ones who can sell, document, communicate, follow rules, manage expectations, and stay calm when things get sideways.

**Final Rule: Make money, protect clients, protect your license, protect your broker, protect your reputation, and protect your income.**