

SELLER CUSTOMER STATUS ACKNOWLEDGMENT AND FEE AGREEMENT

Between the Seller and the Buyer's Brokerage

This Customer Status Acknowledgment and Fee Agreement (the "Agreement") is between

THE SELLER

and

THE BUYER'S BROKERAGE (the "Brokerage")

Name _____ Brokerage Name _____

Name _____

Address _____ Address _____

Phone _____ (postal code) Phone _____ Fax _____ (postal code)

Fax _____ Email _____

Email _____

Broker, Associate Broker or Associate authorized to represent the Brokerage

Member of _____ (the "Board")

In consideration of the Brokerage introducing a buyer (the "Buyer") to the Seller's property (the "Property") located at: _____

(municipal address)

(legal description)

The Seller hereby acknowledges and agrees to the following terms:

1. NO AGENCY REPRESENTATION

1.1 The Seller has received and read both this Agreement and the *Agency Relationships* guide and has been given the opportunity to request further information and independent advice concerning this Agreement and the representation relationships described in the *Agency Relationships* guide, and the Seller:

- (a) has chosen to forgo any agency representation, together with its advantages, protection and services;
- (b) understands that the Brokerage does not owe the Seller any agency obligations; and
- (c) understands that the Brokerage will not provide the Seller with any services that require the Brokerage to exercise discretion or judgment, give advice or advocate on the Seller's behalf.

2. BROKERAGE IS AGENT OF BUYER

2.1 The Brokerage is the agent of the Buyer who is interested in the Property and, as agent, the Brokerage is obligated:

- (a) to be loyal to the Buyer and always act in the best interests of the Buyer;
- (b) not to provide the Seller with advice nor to provide the Seller with information that is not in the interests of the Buyer; and
- (c) to communicate to the Buyer all information, whether or not of a confidential nature, that it receives from the Seller, except for confidential information acquired in a prior agency relationship with the Seller.

3. GENERAL OBLIGATIONS

3.1 The Brokerage's obligations to the Seller are limited to:

- (a) exercising reasonable care and skill in the provision of services agreed to in Section 4;
- (b) not negligently or knowingly providing false or misleading information;
- (c) holding all monies received with respect to a transaction in trust in accordance with the provisions of the *Real Estate Act*; and
- (d) complying with the provisions of the *Real Estate Act* and its regulations, and the rules and bylaws of the Real Estate Council of Alberta.

4. BROKERAGE'S SERVICES

4.1 The Brokerage will provide the Seller with the following services:

- (a) provision of standard forms necessary for the sale of the Property;
- (b) presentation, in a timely manner, of all offers and counter-offers from and to the Buyer;
- (c) conveying in a timely manner information between the Seller and the Buyer;
- (d) keeping the Seller informed regarding the progress of the transaction.

- 4.2** The Brokerage, at its sole discretion, may provide the Seller with the following information:
- (a) real estate statistics and comparable property information;
 - (b) the names of real estate service providers, but the Brokerage will not recommend any particular service provider.

5. INFORMATION

- 5.1** The Seller agrees that the Brokerage is authorized, at its discretion, to obtain information concerning the Property from any person, corporation or government or municipal agency.

6. BROKERAGE'S FEE

- 6.1** The Seller will pay the Brokerage _____ the "Fee", plus GST if a legally enforceable purchase contract is entered into between the Seller and the Buyer within 90 days of the date of this Agreement and, subject to clause 6.3, whether or not the sale is completed.
- 6.2** The Seller will pay the Fee on the earlier of: the completion of the sale or the Seller's refusal to complete the sale without lawful justification. A sale is completed when the purchase price is paid to the Seller or the Seller's lawyer and is releasable.
- 6.3** The Seller will be relieved of any obligation to pay the Fee if the Buyer, without lawful justification, fails to complete the transaction.

7. DEDUCTION OF FEE FROM DEPOSIT AND PROCEEDS OF SALE

- 7.1** The Seller authorizes the Brokerage to deduct the Fee owed to the Brokerage from the deposit, if any, held by the Brokerage.
- 7.2** The Seller will instruct any lawyer acting for the Seller to deduct any outstanding balance of the Fee from the proceeds of sale and pay the same to the Brokerage.

8. SECURITY FOR THE BROKERAGE'S FEES

- 8.1** The Seller now encumbers all of the Seller's interest in the Land, Buildings and Attached Goods for the benefit of the Brokerage to secure payment of all money which may be owed by the Seller to the Brokerage under this Agreement. The Seller agrees that the Brokerage is entitled to encumber the Land in accordance with the *Land Titles Act* (Alberta). The Seller now authorizes the Brokerage to file and maintain a caveat to give notice of this encumbrance.

9. USE AND DISTRIBUTION OF INFORMATION

- 9.1** The Seller authorizes the Brokerage and the Board to retain for appraisal and statistical purposes information the Seller provided about the Property.

10. TERMINATION OF THIS AGREEMENT

- 10.1** This Agreement may be terminated by the Seller or the Brokerage, but without prejudice to the acquired rights of either.

11. APPLICABLE LAW

- 11.1** This Agreement will be governed by the laws of the Province of Alberta and the parties submit to the exclusive jurisdiction of the Courts in the Province of Alberta regarding any disputes that may arise out of this Agreement.

12. ADDITIONAL TERMS

- 12.1** No amendment to the terms of this Agreement shall be effective unless it is in writing and signed by the Seller and the Brokerage.
- 12.2** If there is conflict or discrepancy between any provision added to this Agreement and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy.
- 12.3** This Agreement shall constitute the entire agreement between the Seller and the Brokerage and there are no representations, warranties, collateral agreements or conditions that affect this Agreement other than as expressed herein.

13. SELLER ACKNOWLEDGMENT

13.1 The Seller acknowledges that:

- (a) the provision of services to the Seller and the payment of the Fee to the Brokerage do not create an agency relationship between the Seller and the Brokerage;
- (b) the Seller has been given the opportunity to request further information and independent advice concerning this Agreement and customer status and the representation relationships described in the *Agency Relationships* guide;
- (c) this Agreement accurately sets out the terms agreed to by the Seller and the Brokerage.

In witness thereof the parties have signed this Agreement as of: _____m. on _____, 20_____.

Signature of Seller

Signature of Witness

Print Name of Seller

Print Name of Witness

Signature of Seller

Signature of Witness

Print Name of Seller

Print Name of Witness

Signature of Broker, Associate Broker or Associate
authorized to sign on behalf of the Brokerage

Seller: Initial here to show you have received a copy of this Agreement. _____ Date _____