



**RECA ONLINE ELECTRONIC FILER AGREEMENT
(APPRAISER/CANDIDATE)**

BETWEEN:

REAL ESTATE COUNCIL OF ALBERTA
Suite 350, 4954 Richard Rd. SW, Calgary, Alberta T3E 6L1 www.reca.ca

AND:

Full Name of Appraiser/Candidate

BACKGROUND:

The Real Estate Council of Alberta (RECA) has developed a system called "RECA ONLINE" for the purpose of supporting RECA's responsibilities under the Real Estate Act related to issuing licenses and registrations to industry members.

The system is designed to be accessible to appraiser and candidate industry members throughout Alberta by utilizing Internet technology. Industry members that have access to RECA ONLINE shall renew their authorizations using this system. In order for industry members to have access to the RECA ONLINE system, they must be authorized by RECA and have signed the RECA ONLINE Electronic Filer Agreement.

DEFINITIONS:

- Appraiser/Candidate means the individual that is licensed by RECA as an appraiser or candidate under the *Real Estate Act* and Rules.
- Executive Director means the Executive Director of the Real Estate Council of Alberta
- Original copy means the paper copy of a RECA form, printed and duly executed by the appropriate industry member before the User submits it electronically using RECA-ONLINE
- RECA official means the Executive Director, or any employee of RECA.
- Representative means the Director of Industry Standards, or his designate
- User means the industry member who is authorized by RECA

TERMS OF THE AGREEMENT:

Condition

Acceptance of this agreement by the user is a precondition to the use of RECA ONLINE.

Purpose

By entering into this agreement with RECA, the user is authorized to access the RECA ONLINE System and use it for the purposes for which it is intended. The primary purpose is to authorize the user to electronically file their annual licence renewal with RECA for the authorization required by RECA in order for the user to lawfully conduct real estate appraisals in Alberta.

Training

The user agrees to participate in training for use of RECA ONLINE prior to the first electronic filing of their annual licence renewal with RECA. This training date will be scheduled by RECA one to two months prior to the renewal deadline.

User's Overall Responsibility

By entering into this agreement with RECA, the user accepts overall responsibility for ensuring it will fulfill the terms of this agreement, follow the procedures and guidelines established for users of RECA ONLINE, and comply with any applicable legislation.

Passwords

The user agrees to take all reasonable precautions to maintain the privacy and security of the RECA ONLINE identification number and password ("the password"). The user agrees to change the password at least every 60 days.

Records

The user will ensure that all RECA forms are properly completed, printed and signed by the user/industry member before submitting the forms electronically using RECA ONLINE. When the form includes an Affidavit or Statutory Declaration, the user will ensure that a qualified Commissioner for Oaths is present to administer the required oath or declaration.

After the original records have been duly executed, the user will ensure they are not altered or changed in any way. The original records will be kept on file in a safe and secure environment where there is not public access. Access to the original documents will be restricted to the user and RECA officials. No other person shall be provided with access to the original documents without the express written consent of the Executive Director.

All original records are the property of RECA and will be kept and maintained in accordance with RECA's record retention policies. The user will make available to any RECA official any original document for inspection and will forward to RECA any original document upon request. If requested, the user will provide any additional information they may possess which relates to the original records.

The user's RECA Licence Certificate is the property of the user. The user undertakes to retain a copy of the certificate along with the original records on file.

Liability for Consequential Damages

In no event shall RECA, its employees or suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of or inability to use RECA ONLINE, even if RECA has been advised of the possibility of such damages.

Payment of Fees

The user is responsible for all fees arising out of its access to and use of RECA ONLINE. Payment options include Visa/MasterCard, cheque, cash, and money order. The user will make satisfactory arrangements for payment of fees with the RECA Representative prior to accessing RECA ONLINE.

Cancellation of Access

The user agrees to use RECA ONLINE in accordance with the terms of this agreement, RECA ONLINE procedures, and only for the purposes for which it is clearly intended. The misuse or attempted misuse of RECA ONLINE is considered a serious violation of this agreement and could result in the cancellation of the user's access to RECA ONLINE. The Executive Director may cancel the user's access to RECA ONLINE at anytime if he believes that the user has failed to live up to the intent and terms of this agreement.

This agreement comes into effect on the _____ day of _____, A.D. 20_____.

Appraiser/Candidate Name (please print)

Appraiser/Candidate Signature

X

REAL ESTATE COUNCIL OF ALBERTA