



## RECA ONLINE ELECTRONIC FILER AGREEMENT

### BETWEEN:

#### REAL ESTATE COUNCIL OF ALBERTA

Suite 350, 4954 Richard Rd. SW, Calgary, Alberta T3E 6L1

### AND:

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**Full Name of Brokerage**

and

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**Name of Broker**

### 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 real estate and mortgage broker brokerages through out Alberta by utilizing Internet technology. Brokerages that have access to RECA ONLINE can apply for and renew their brokerage/broker authorizations and register and license associate brokers and associates with RECA using this system. In order for brokerages to have access to the RECA ONLINE system, they must be authorized by RECA and have signed the RECA ONLINE Electronic Filer Agreement.

### DEFINITIONS:

Brokerage	means the entity that is licensed by RECA as a broker 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, <i>or any employee of RECA.</i>
Representative	means the Director of Industry Standards, or his designate
User	means the real estate/mortgage practitioner who is authorized by RECA as the broker of the brokerage

Authorized Employee means an individual, who is employed by the Brokerage, who may or may not be an industry member, authorized by the user to access RECA ONLINE on behalf of the brokerage.

#### **TERMS OF THE AGREEMENT:**

##### **Condition**

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

##### **Purpose**

By entering into this agreement with RECA, the brokerage 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 brokerage to electronically file its applications with RECA for authorizations required by it in order to lawfully trade in real estate or deal in mortgages, as the case maybe, in Alberta and maintain current records with RECA. This includes: the annual renewal of the brokerage licence and broker registration, the annual renewal of associate broker/associate registrations, registering new associates /associate brokers, cancelling associate broker/associate registrations and the ongoing updating of brokerage and broker/associate broker/associate data as required by the Rules established by RECA.

##### **User's Overall Responsibility**

By entering into this agreement with RECA, the user accepts overall responsibility for ensuring the brokerage 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 brokerage's RECA ONLINE identification number and password ("the password"). The user agrees to change the password at least every 60 days.

##### **Authorized Employee(s)**

The user may disclose the password and delegate their responsibilities under this agreement to not more than two authorized employees (hereafter "employees"). The user will ensure the employee(s) are aware of the terms of this agreement, and hereby undertakes to notify RECA's representative in writing of their full name, address, phone number and position with the brokerage. Notwithstanding any delegation by the user to employee(s) the user wholly assumes responsibility at all times for the actions of its employee(s) and shall remain responsible for ensuring compliance with this agreement. If a user becomes aware that an employee has violated any term of this agreement, they will immediately cancel the employee's authority and access to the system by changing the password, and shall notify RECA's representative in writing.

**RECA retains the right to provide system assistance and information regarding the brokerage and transactions to any individual identifying themselves as an employee of the brokerage, providing they are aware of the brokerage's identification number and password for RECA ONLINE.**

##### **Records**

The user will ensure that all RECA forms are properly completed, printed and signed by the appropriate 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, employees, 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 or employee(s) 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 or employee(s) will provide any additional information they may possess which relates to the original records.

The Brokerage's RECA Licence Certificate is the property of the brokerage. Broker, Associate Broker, and Associate Certificates of Registration are the property of the individual named in the certificate, and shall be delivered to the individual by 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 brokerage and user are 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 brokerage and user's access to RECA ONLINE. The Executive Director may cancel the brokerages' access to RECA ONLINE at anytime if he believes that the brokerage 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\_\_\_\_\_.**

\_\_\_\_\_  
Full Brokerage Name (print)

\_\_\_\_\_  
Broker Name (print)

X  
\_\_\_\_\_  
Broker Signature

\_\_\_\_\_  
EMPLOYEE NAME (PRINT)

X  
\_\_\_\_\_  
EMPLOYEE SIGNATURE

X  
\_\_\_\_\_  
REAL ESTATE COUNCIL OF ALBERTA