

Seller Customer Acknowledgement and Fee Agreement

between

_____ **the Buyer's Brokerage (we)**

and

_____ **the Seller (you)**

1. THE PROPERTY

1.1 The land and buildings at

(municipal address)

2. OUR ROLE

2.1 You agree that we will not act as your agent

You have read and understood this agreement and the Real Estate Council of Alberta's *Consumer Relationships Guide* (Guide).

You have decided not to have an agent represent you. This means you will not have the advantages, protection, and services that go with agency. You understand that:

- (a) we have no agency obligations to you, especially fiduciary ones. In a fiduciary relationship, you rely on someone to act in your best interests.
- (b) we cannot use our judgment on your behalf, give you advice, or act in your best interests.

2.2 We are the agent of the buyer interested in your property. As such, we must:

- (a) be loyal to the buyer.
- (b) act in the buyer's best interests.
- (c) give the buyer all information you give to us, even if it is confidential, unless we got the confidential information from you while we were your agent.
- (d) not give you information or advice that is not in the buyer's interests.

3. OUR RESPONSIBILITIES

3.1 We must:

- (a) act honestly.
- (b) exercise reasonable care when we provide our services to you under this agreement.
- (c) hold money we receive in trust, as the *Real Estate Act* requires.
- (d) comply with the *Real Estate Act* and its regulations and the rules and bylaws of the Real Estate Council of Alberta.
- (e) immediately identify the buyer after entering into this fee agreement with you.
- (f) give you a copy of this agreement at signing.

4. OUR SERVICES

4.1 We may, if we choose to:

- (a) give you statistics and information on property, including comparable property information from listing services or other local databases.
- (b) provide agreements of purchase and sale and other relevant forms, and help you complete them.
- (c) give you the names of real estate service providers. We will not recommend any specific service provider.
- (d) present all offers and counter-offers to and from you, even when you have accepted another contract.
- (e) pass on information to the buyer that you want them to know.
- (f) keep you informed of progress.

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5. OUR FEE

- 5.1 Our fee is _____ (plus GST).
- 5.2 You must pay our fee within _____ days of completion of the sale if the buyer completes a legally binding contract with you to buy the property.
- 5.3 You must pay our fee within _____ days after the date of completion in the contract, even if you don't complete the sale, unless you have a legal reason for not completing it.
- 5.4 You do not pay our fee if the buyer does not complete the sale for any reason.
- 5.5 You authorize us to use the deposit, if any, towards our fee. You will instruct your lawyer to deduct any outstanding balance of our fee from the sale proceeds and pay it to us.

6. PERSONAL AND PROPERTY INFORMATION

- 6.1 You understand we can:
- (a) get information about the property from any person, corporation, government body, or municipal agency.
 - (b) collect, maintain, use, and disclose personal and property information you give us for uses consistent with selling the property.
 - (c) maintain, use and disclose this information for statistical purposes.

7. END OF THIS AGREEMENT

- 7.1 We or you may end this agreement in writing at any time. If the agreement ends, our rights and your rights under this agreement will not be affected.

8. OTHER DETAILS ABOUT THIS AGREEMENT

- 8.1 Any future changes to this agreement must be in writing and signed by both of us to be effective.
- 8.2 Words with a singular meaning may be read as plural when required by the context.
- 8.3 If any clauses added to this agreement conflict with standard clauses in this agreement, the added clauses apply.
- 8.4 This agreement is the entire agreement between us and you. Anything we discussed with you, or that you told us, is not part of this agreement unless it is in this agreement.
- 8.5 The laws of the Province of Alberta govern this agreement.
- 8.6 A sale is complete when all money has been paid to you or your lawyer and is releasable.

9. YOUR ACKNOWLEDGEMENT

- 8.1 You acknowledge that:
- (a) you have read this agreement.
 - (b) you have received and read the Guide.
 - (c) this agreement and the payment of our fee do not make us your agent.
 - (d) you had the opportunity to get independent advice before signing this agreement.
 - (e) this agreement accurately sets out what we and you agree to.

10. CONTACT INFORMATION

- 10.1 The following contact information must be used for all written communications between us and you. If this contact information changes, we and you must tell each other in writing within two business days of the change.

Seller:

Name _____

Address _____
(postal code)

Phone _____ Fax _____

Email _____

Brokerage:

Brokerage Name _____

Address _____

Phone _____ Fax _____

Email _____

Name _____

Address _____
(postal code)

Phone _____ Fax _____

Email _____

Brokerage Representative:

Name _____

Address: c/o the Brokerage

Phone _____ Fax _____

Email _____

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10.2 We and you may communicate and deliver documents and information to each other in person, by mail, or electronically. We and you acknowledge there are risks with each of these methods and we have explained these risks to you.

SIGNATURES

SIGNED AND DELIVERED on _____, 20 ____.

Signature of Seller

Print Name of Seller

Signature of Witness

Print Name of Witness

Signature of Brokerage Representative

Print Name of Brokerage Representative

Signature of Witness

Print Name of Witness

Signature of Seller

Print Name of Seller

Signature of Witness

Print Name of Witness

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

Buyer to be identified and seller to acknowledge after signing this agreement .

Buyer's Name _____ Seller's Initials _____

Buyer's Name _____ Seller's Initials _____