

# Agreement to Represent both Buyer and Seller (under common law agency)

between

\_\_\_\_\_

the brokerage (we)

and

\_\_\_\_\_

the seller (you)

and

\_\_\_\_\_

the buyer (you)

## 1. THE PROPERTY

1.1 The land and building at:

\_\_\_\_\_

(municipal address)

## 2. CONSUMER RELATIONSHIPS GUIDE

- 2.1 This Agreement is for situations where we represent both the buyer and the seller in the purchase and sale of this property only.
- 2.2 You each acknowledge you have received and read the Real Estate Council of Alberta's *Consumer Relationships Guide* (Guide) and understand the limited agency responsibilities.

## 3. OUR RESPONSIBILITIES

- 3.1 We must:
- (a) be impartial in our dealings with you both.
  - (b) exercise reasonable care and skill in carrying out our duties.
  - (c) obey your lawful instructions as far as they are consistent with this agreement.
  - (d) comply with the *Real Estate Act* and its regulations and the rules and bylaws of the Real Estate Council of Alberta.
  - (e) not act in a way that benefits one of you at the expense of the other.
  - (f) give you a copy of this agreement at signing.

## 4. OUR RESPONSIBILITIES ABOUT INFORMATION

- 4.1 We must:
- (a) act honestly.
  - (b) present all offers and counter-offers to and from each of you, even when you have accepted another purchase contract.
  - (c) pass on all information to you that the other side wants you to know.
  - (d) keep you informed of progress.
  - (e) tell you what information we've given to the other side.
  - (f) tell you all information we receive while this agreement is in effect especially:
    - (i) to the buyer, all material latent defects affecting the property.
    - (ii) to the seller, all material facts about the buyer's ability to buy the property.but we cannot provide you the information described in clause 4.2.
- 4.2 We agree not to tell either of you without the informed written consent of the other:
- (a) that the other side may be prepared to move on the price or to offer more favourable terms.
  - (b) the other side's reasons for buying or selling the property.
  - (c) personal and confidential information about the other.

## 5. OUR FACILITATION SERVICES

- 5.1 We will:
- (a) make sure the real estate professional that helps you meets our applicable policies and procedures and treats you both impartially.
  - (b) supervise our real estate professional and support staff to make sure they properly carry out their responsibilities under this agreement.
  - (c) hold money we receive in trust, as the *Real Estate Act* requires.
- 5.2 As part of our services, we will:
- (a) help you negotiate an agreement.
  - (b) give you property statistics and information, including comparative information from listing services and local databases.
  - (c) give you and prepare agreements of purchase and sale and other relevant documents, according to your instructions.
  - (d) give you the names of real estate appraisers, mortgage brokers, lawyers, surveyors, building inspectors, lenders, insurance agents, architects, engineers, and other professionals. We will not recommend any specific service provider.

**6. THE BROKERAGE'S FACILITATION SERVICES DON'T INCLUDE**

- 6.1 The brokerage will not:
  - (a) for the buyer:
    - (i) carry out or influence an independent inspection of the property.
    - (ii) arrange an independent inspection of the property, unless the buyer instructs us.
    - (iii) make sure the seller's information or statements about the property are accurate or complete.
  - (b) for the seller:
    - (i) carry out or influence an independent inquiry into the buyer's financial status.
    - (ii) make sure the buyer's financial information is accurate or complete.

**7. OUR FEE**

7.1 You both pay fees according to your representation agreements with us.

**8. OTHER DETAILS ABOUT THIS AGREEMENT**

- 8.1 Anything we know about either of you will not be attributed to the other.
- 8.2 Neither of you will be liable to the other for anything we do.
- 8.3 Any future changes to this agreement must be in writing and signed by all of us to be effective.
- 8.4 Words with a singular meaning may be read as plural when required by the context.
- 8.5 If any clauses added to this agreement conflict with standard clauses in this agreement, the added clauses apply.
- 8.6 Except for the representation agreements you both have with us, this agreement is the entire agreement between us and each of you. Anything we discussed with you, or that you told us, is not part of this agreement unless it is in this agreement.
- 8.7 You each acknowledge that:
  - (a) you have read this agreement.
  - (b) you had the opportunity to get independent advice before signing this agreement.
  - (c) this agreement accurately sets out what we and you agree to.

**9. CONTACT INFORMATION**

9.1 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 \_\_\_\_\_

**Buyer:**

Name \_\_\_\_\_

Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (postal code)

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (postal code)

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (postal code)

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

**Brokerage:**

Name \_\_\_\_\_

Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (postal code)

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

**Brokerage representative:**

Name \_\_\_\_\_

Address c/o the brokerage \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (postal code)

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

**Agreement to Represent both Buyer and Seller**

9.2 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 this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Signature of Buyer \_\_\_\_\_ Signature of Seller \_\_\_\_\_

Print Name of Buyer \_\_\_\_\_ Print Name of Seller \_\_\_\_\_

Signature of Witness \_\_\_\_\_ Signature of Witness \_\_\_\_\_

Print Name of Witness \_\_\_\_\_ Print Name of Witness \_\_\_\_\_

Signature of Buyer _____	Signature of Seller _____
Print Name of Buyer _____	Print Name of Seller _____
Signature of Witness _____	Signature of Witness _____
Print Name of Witness _____	Print Name of Witness _____

Signature of Brokerage Representative \_\_\_\_\_

Print Name \_\_\_\_\_

Signature of Witness \_\_\_\_\_

Print Name of Witness \_\_\_\_\_