



Customer Acknowledgement

(this is not a contract)

between

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

and

_____ **the Seller (you)**

or

_____ **the Buyer (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 acknowledgement 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 seller (our client) in whose property you are interested.

or

We are the agent of the buyer (our client) who is interested in your property.

As such, we must:

- (a) be loyal to our client.
- (b) act in our client's best interests.
- (c) give our client 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 our client'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 acknowledgement.
- (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) give you a copy of this acknowledgement at signing.

Customer Acknowledgement

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 or the property is already the subject of an accepted offer.
- (e) pass on information to the buyer / seller that you want them to know.
- (f) keep you informed of progress.

5. NO FEES

5.1 You do not pay a fee to us for any of our services.

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. OTHER DETAILS ABOUT THIS ACKNOWLEDGEMENT

7.1 The laws of the Province of Alberta govern this acknowledgement.

8. YOUR ACKNOWLEDGEMENT

8.1 You acknowledge that:

- (a) you have read this acknowledgement.
- (b) you have received and read the Guide.
- (c) this acknowledgement does not make us your agent.
- (d) you had the opportunity to get independent advice before signing this acknowledgement.
- (e) this acknowledgement accurately sets out what we and you understand.

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 or Buyer:

Name _____

Name _____

Address _____
(postal code)

Address _____
(postal code)

Phone _____ Fax _____

Phone _____ Fax _____

Email _____

Email _____

Brokerage:

Brokerage Name _____

Brokerage Representative:

Name _____

Address _____

Address: c/o the Brokerage

Phone _____ Fax _____

Phone _____ Fax _____

Email _____

Email _____

Customer Acknowledgement

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 _____, 20 ____.

Signature of Seller/Buyer

Signature of Seller/Buyer

Print Name of Seller/Buyer

Print Name of Seller/Buyer

Signature of Witness

Signature of Witness

Print Name of Witness

Print Name of Witness

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