

Exclusive Seller Representation Agreement

An Agreement to Exclusively Represent a Seller
(under common law agency)

between

_____ **the Brokerage (we)**

and

_____ **the Seller (you)**

1. THE PROPERTY

1.1 The land and buildings at _____ (municipal address), including all goods attached to the land and buildings (except _____) and the following goods not attached to the land and buildings: _____

1.2 Legal description of the property: _____

1.3 You authorize us to offer the property for sale for \$ _____, including GST, if applicable.

1.4 The proposed possession date is _____.

2. OUR AGENCY RELATIONSHIP

2.1 You give us the exclusive right to offer the property for sale and you appoint us as your exclusive agent to represent you in selling the property. This agreement creates a sole agency relationship with the brokerage under common law, as the Real Estate Council of Alberta's *Consumer Relationships Guide* (Guide) explains. That means you cannot appoint anyone else as your agent during this agreement. However, we may represent buyers and other sellers.

2.2 This agreement begins on _____, 20__ at _____ a.m./p.m.

It ends on _____, 20__ at _____ a.m./p.m.

3. OUR RESPONSIBILITIES

3.1 We must meet our agency responsibilities to you in a timely manner.

3.2 In addition to the responsibilities described in the Guide, we must also:

- (a) market the property, until the property is sold under this agreement, or this agreement ends.
- (b) keep you informed of our marketing activities and any resulting transaction.
- (c) tell any buyer interested in the property that we are your agent.
- (d) tell buyers of all material latent defects affecting the property that we are aware of.
- (e) help you negotiate favourable terms and conditions with a buyer.
- (f) help you to prepare and comply with a contract to sell the property.
- (g) present all offers and counter-offers to and from you, even when you have accepted a purchase contract. However, we need not seek additional offers while there is an unconditional purchase contract.
- (h) tell you relevant facts about the transaction.
- (i) hold money we receive in trust, as the *Real Estate Act* requires.
- (j) give you a copy of this agreement at signing.

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4. OUR OTHER SERVICES

4.1 You request and we agree to provide the following services:

5. YOUR RESPONSIBILITIES

5.1 During this agreement, you must:

- (a) insure the property and its contents against loss or damage due to causes normally insured against for similar properties, even if your property is vacant.
- (b) communicate and cooperate with us.
- (c) tell us if the property's condition or status changes.
- (d) tell us about inquiries you make or receive about the sale of the property.
- (e) determine whether the sale of the property is subject to GST.

5.2 During this agreement and _____ days after this agreement ends, you must give us copies of any offers you make or receive for the sale of the property.

6. YOUR WARRANTIES AND REPRESENTATIONS

6.1 You warrant:

- (a) you have authority to sell the property as described, including attached and unattached goods.
- (b) spousal consent is needed for the sale of the property.
- (c) you have spousal consent for the sale of the property.
- (d) no one else has a legal right to the attached and unattached goods.
- (e) you have told us about all third party rights to the property that you know about.
- (f) all information you give us is true to the best of your knowledge.

Yes No
 Yes No

6.2. You warrant, to the best of your knowledge, the following are true:

- (a) the land and buildings are currently being used according to municipal bylaws.
- (b) the buildings and land improvements are entirely on the land and not on any easement, right-of-way, or neighbouring lands (unless there is a registered agreement on title).
- (c) the location of the buildings or improvements meet municipal bylaws or regulations or the buildings and improvements are "non-conforming buildings" as defined in the *Municipal Government Act* (Alberta).
- (d) the land and buildings are currently being used according to, and the location of the buildings and land improvements meet, the restrictive covenants on title (if any).
- (e) you are not a non-resident of Canada under the *Income Tax Act* (Canada).

7. CONFLICTS OF INTEREST

7.1 It is not a conflict of interest if we simply show the property to a buyer we also represent.

7.2 A conflict of interest occurs when we act as the sole agent for both you and the buyer. In that case, we must tell you there is a conflict and tell you and the buyer your options.

7.3 If there is a conflict, you and the buyer may agree to have us act as a transaction facilitator. In that case, we work for both sides to bring about a purchase and sale and do not act as sole agent for either of you.

7.4 If we, you or the buyer decide not to have us facilitate the transaction, we will act as the sole agent of the side which first signed a representation agreement with us, unless we all agree otherwise in writing.

7.5 If we do not continue to act as your sole agent, you may choose another brokerage, ask us to refer you to another brokerage, or have a customer relationship with us. If you are our customer, our responsibilities are limited to those outlined in the Guide.

8. OUR FEE, RETAINER, AND LIMITS ON PAYMENTS

8.1 Our fee is: _____ (plus GST)
and is due when the sale of the property is complete.

8.2 We will offer _____ (plus GST) from our fee to the buyer's brokerage.

8.3 You must pay our fee if:

- (a) while this agreement is in effect, you enter into a legally binding contract to sell the property, whether through us or not. You must pay us even if you don't complete the sale, unless you have a legal reason for not completing it.
- (b) in the _____ days after this agreement ends, you enter into a legally binding contract to sell the property where the buyer was introduced to the property during the term of this agreement. You must pay us even if you don't complete the sale, unless you have a legal reason for not completing it.

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- 8.4 You authorize us to use any deposit we hold under the purchase contract or this agreement towards money you owe us under this agreement. If the deposit does not cover our fee and any other money owing to us under this agreement, you must pay us the outstanding balance within _____ days:
- (a) after the sale is completed, or
 - (b) from when this agreement ends.
- 8.5 You do not pay our fee if you:
- (a) sell the property to a buyer excluded in writing from this agreement.
 - (b) sign a seller representation agreement with another brokerage after this agreement ends.
- 8.6 If you change your mind about selling the property, you must tell us in writing. You must reimburse us for our reasonable expenses up to the time you tell us. Reasonable expenses will include:

_____. If you pay these reasonable expenses, it does not remove your responsibility to pay other amounts you may owe us under this agreement.

- 8.7 If the buyer does not complete a legally binding contract to buy the property and has no legal reason for not completing it, the buyer may forfeit the deposit. If the buyer forfeits the deposit you will pay us our fee or 50% of the forfeited deposit, whichever is less.
- 8.8 We must not accept any other fees including finder's fees, referral fees, bonuses or gifts directly or indirectly related to this agreement, unless we first tell you in writing everything relevant about the payment and you consent in writing to the payment.

9. PERSONAL AND CONFIDENTIAL INFORMATION

- 9.1 You give your consent to us to collect, maintain, use and disclose your personal information for this agreement and for all uses consistent with listing and marketing the property in any medium, including electronic media.
- 9.2 We may:
- (a) include listing and sales information in databases of appropriate listing services, which we do not operate or control.
 - (b) keep and disclose listing, sales, and price information, which we or our brokerage representative may use for any business purpose, including making comparative analyses and sharing information with appraisers and other brokerages.
- 9.3 You acknowledge that we and the listing service may:
- (a) disclose the listing, sales and price information to others authorized to use the listing service, like other brokers, appraisers, government departments, municipal organizations, and others.
 - (b) use historical listing service data to gather, keep, and publish statistics which we may use to conduct comparative market analyses.
 - (c) use the listing, sales and price information as we and the listing service consider appropriate for listing, marketing, and selling real estate.
- 9.4 Any further or additional use of the listing, sales and price information will require your consent.
- 9.5 We will not:
- (a) give out any of your confidential information without your consent, unless required by law.
 - (b) use confidential information received from you or that we get as a result of performing under this agreement for any other purpose than those in this agreement unless you agree in writing.
 - (c) give you any confidential information we have because of a past or present agency relationship with someone else.
- 9.6 Our duty to keep your information confidential continues after this agreement ends.

10. ADDITIONAL TERMS (IF ANY)

- 10.1 You are required by law to disclose material latent defects. You may also be required to disclose hidden defects that would be expensive to fix, government and local authority notices, and lack of development permits.

Are you aware of material latent defects in the property? Yes No

Do you know of any hidden defects that would be expensive to fix? Yes No

Have you received any government or local authority notices? Yes No

Do you know of any lack of permits for any development on the property? Yes No

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11. EARLY END TO THIS AGREEMENT

- 11.1 Despite the end date listed at the beginning of this agreement, the agreement ends immediately if any of these things happen:
- (a) you complete a sale of the property.
 - (b) we and you agree in writing to an earlier end date.
 - (c) our licence to trade in real estate is suspended or cancelled.
 - (d) we are bankrupt, insolvent, or we are in receivership.
 - (e) you materially breach this agreement and we give you written notice to end it, or we materially breach this agreement and you give us written notice to end it.
 - (f) you give us written notice to end this agreement because our board membership status changes to the extent that we cannot fulfill our obligations under this agreement.

If the agreement ends for any of these reasons, our rights and your rights under this agreement will not be affected.

12. OTHER DETAILS ABOUT THIS AGREEMENT

- 12.1 Documents attached to this agreement only form part of this agreement if we and you sign or initial them. This agreement includes these attached documents:
- _____
- _____

- 12.2 Any future changes to this agreement must be in writing and signed by both of us to be effective.
- 12.3 Words with a singular meaning may be read as plural when required by the context.
- 12.4 If any clauses added to this agreement conflict with standard clauses in this agreement, the added clauses apply.
- 12.5 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.
- 12.6 The laws of the Province of Alberta govern this agreement.
- 12.7 Saturdays, Sundays, and statutory holidays do not count as business days.
- 12.8 A sale is complete when all money has been paid to you or your lawyer and is releasable.

13. SELLER ACKNOWLEDGEMENT

- 13.1 You acknowledge that:
- (a) you have read this agreement.
 - (b) you have received and read the Guide.
 - (c) this agreement creates a sole agency relationship with us, as the Guide describes.
 - (d) you had the opportunity to get independent advice before signing this agreement.
 - (e) neither we nor our representatives gave an opinion about GST applying to the sale of the property and you agree that we and our representatives will not be responsible for the payment of GST.
 - (f) this agreement accurately sets out what we and you agree to.

14. CONTACT INFORMATION

- 14.1 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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14.2 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

Signature of Seller

Print Name of Seller

Print Name of Seller

Signature of Witness

Signature of Witness

Print Name of Witness

Print Name of Witness

Signature of Brokerage Representative

Print Name of Brokerage Representative

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