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Exclusive Landlord Representation Agreement

Between

Legal Name: _____ ("You")

Operating As: _____
(if applicable)

and

Legal Name: _____ ("We"/"Us")

1 PROPERTY INFORMATION

1.1 You intend to lease _____ ("Premises")

that comprises the property ("Property") located at:

(a) Legal description: Plan _____ Block _____ Lot _____
Other _____

(b) Municipal Address: _____

1.2 You warrant:

(a) You have authority to lease the Premises. If You are a corporation, You will provide Us with corporate documents confirming the following individuals have authority to lease the Premises:

(b) there are no third-party claims and interests on the Premises and Property, including rights of first refusal, options, or encumbrance on title, that may affect leasing the Premises, except for:

(c) the current use(s) of the Property, including all land and improvements, comply with the municipal Land Use Bylaw.

(d) the accuracy of the site and/or floor plan(s), and all measurements contained therein, that You have provided or will be providing to Us

2 OUR RELATIONSHIP

2.1 This Exclusive Landlord Representation Agreement ("Agreement") creates a sole agency relationship between You and Us under common law, meaning You appoint Us as your exclusive agent to represent You in leasing the Premises. You cannot appoint anyone else as your agent during this Agreement.

2.2 This Agreement does not create an employer-employee relationship between You and Us.

2.3 You and Us agree to act honestly and in good faith in respect to this Agreement.



3 RELATIONSHIP OBLIGATIONS

3.1 We will:

- (a) be loyal to You and promote your best interests.
- (b) be honest and provide You with all relevant information in a timely manner.
- (c) perform your mandate with care and skill.
- (d) carry out your lawful instructions.
- (e) provide You with confidential advice.
- (f) avoid entering into conflicts of interest.
- (g) keep your information confidential unless We get consent from You or as We are required by law to disclose it. This obligation continues even after this Agreement ends.
- (h) account to You any information or items of value that You entrust to Us.
- (i) market the Premises until this Agreement ends.
- (j) tell prospective tenants or their agents that We are your agent.
- (k) take reasonable steps to provide You with information on comparable properties for lease that prospective tenants may have an interest in.
- (l) assist You negotiate favourable terms and conditions with prospective tenants or their agents.
- (m) exercise care and skill when drafting any documents related to leasing the Premises.
- (n) present all offers and counter-offers to and from You, even when the Premises is the subject of an accepted offer.
- (o) ensure our agents and any person they bring to the Premises are aware of and observe your rules and regulations.
- (p) help You to comply with an agreement to lease the Premises.
- (q) hold money We receive in trust as the *Real Estate Act* requires and disburse the money according to the terms of trust negotiated with the tenant or their agent.
- (r) give You a copy of this Agreement at signing.
- (s) provide You with the services listed in Schedule A.

3.2 We will not:

- (a) provide You with taxation advice.
- (b) ask others to provide You with services on our behalf.
- (c) receive secret profits.
- (d) misuse your confidential information.
- (e) give You any confidential information We have because of a past or present agency relationship with someone else.



3.3 You will:

- (a) give Us all information necessary to market and lease the Premises.
- (b) communicate and cooperate with Us in a timely manner, including making your staff and/or representatives available for consultation.
- (c) give Us convenient access to show the Premises.
- (d) maintain the Premises and Property in a state of good and safe repair.
- (e) insure the Property and its contents against loss or damage due to perils normally insured against for similar properties.
- (f) advise Us immediately of any material change in the physical condition or status of the Property, or in the information provided by You.
- (g) permit Us at our expense to place For Lease or similar signs on the Property where You approve.
- (h) notify Us immediately in writing of any change to the land use of the Property.
- (i) tell Us about inquiries prospective tenants or their agents make to You about the Premises and refer all inquiries to Us.
- (j) tell Us if You receive an offer from a prospective tenant or their agent so that We can help You review and evaluate it.
- (k) tell Us if there is any information you want to know about a prospective tenant.
- (l) tell Us if there are any factors that may prevent You from entering into a lease agreement with a prospective tenant.
- (m) give Us copies of any offers from a prospective tenant that We introduce to You during the term of this Agreement and for 120 days after this Agreement ends.
- (n) decide whether or not to accept an offer, counter-offer, or amendment from a prospective tenant.
- (o) pay for third-party reports or assessments You feel are required to market and/or lease the Premises.

4 YOUR INFORMATION

4.1 You give consent for Us to collect, maintain, use, and disclose your personal and confidential information for all uses consistent with listing and marketing the Premises in any medium, including electronic media.

4.2 We may also:

- (a) include your information in databases that We or any of our representatives maintain.
- (b) include your information in databases of appropriate listing services, which We do not operate or control.
- (c) keep and disclose your information that We or any of our representatives may use for any business purpose.
- (d) use historical listing service data to gather, keep, and publish statistics which we may use to conduct comparative market analyses.
- (e) use your information as We and the listing service consider appropriate for listing, marketing, and leasing the Premises.

4.3 Any further or additional use of your information will require your consent.

5 TERM OF RELATIONSHIP

5.1 This Agreement begins on _____, 20____ at _____ am/pm.

5.2 This Agreement ends on _____, 20____ at _____ am/pm.

5.3 This Agreement will automatically renew for _____ days unless You provide written termination notice.

5.4 This Agreement ends immediately if:

- (a) the Premises is leased. The Premises is deemed leased when You and the tenant execute the lease agreement.
- (b) You and Us 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 in receivership.

(e) You or Us materially breach this Agreement and the aggrieved party gives written notice to end it.

6 REPRESENTING BOTH PARTIES TO A TRANSACTION

6.1 If a tenant We represent wants to make an offer to lease the Premises, We will notify You immediately if a conflict of interest exists. We will disclose to You all relevant facts and details pertaining to the conflict of interest and discuss the options available to You as outlined in Schedule B. We will give You satisfactory answers to any questions You may have and the opportunity to get legal advice.

7 FEES

7.1 Our fee is outlined in Schedule C.

7.2 You will pay our fee as follows:

- _____ % of our fee is payable when a legally binding contract to lease the Premises is executed between You and the tenant, and the remaining _____ % when the tenant occupies the Premises.
- Other:

7.3 Our fee is payable if You enter into a legally binding contract to lease the Premises from the time this Agreement is executed to 120 days after this Agreement ends where the tenant was introduced to the Premises through Us.

7.4 We will use any deposit We hold under an agreement to lease the Premises or this Agreement towards money You owe Us under this Agreement. If the deposit does not cover the total amount owing, You must pay Us the outstanding balance within 15 days after our fee becomes payable.

7.5 We are not entitled to our fee if You lease the Premises to any of the following tenants:

7.6 If the tenant forfeits the deposit, You will pay Us our fee or 50% of the forfeited deposit, whichever is less.

7.7 You must tell Us in writing if You change your mind about leasing the Premises and reimburse Us for our reasonable expenses up until We receive your written notice. Reasonable expenses include:

7.8 We will 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 Us receiving the payment.

8 AUTHORITY

8.1 We have no authority to enter into agreements on your behalf.

8.2 You authorize Us to receive notices, documents, and information on your behalf.

9 INDEMNIFICATION

9.1 You agree to indemnify Us together with our officers, directors, employees, independent contractors, agents, and representatives from all claims, actions, proceedings, liability, costs, including solicitor and its own client costs, which result from You:

- (a) withholding information from Us.
- (b) providing Us with false or misleading information.



(c) carrying out conduct that is fraudulent or deceitful.

10 GENERAL TERMS

- 10.1 This Agreement is governed by the laws of the Province of Alberta.
- 10.2 Any future changes to this Agreement must be in writing and signed by both You and Us to be effective.
- 10.3 Words with a singular meaning may be read as plural when required by the context.
- 10.4 If any clauses added to this Agreement conflict with standard clauses in this Agreement, the added clauses apply.
- 10.5 If any part of this Agreement is unenforceable, all other parts will remain in effect.
- 10.6 This Agreement is the entire agreement between You and Us.
- 10.7 All information You give Us is true to the best of your knowledge.
- 10.8 You acknowledge We have given You the opportunity to get legal advice in respect to this Agreement.

11 SIGNATURES

SIGNED AND DELIVERED ON _____, 20____

Your legal name

Per: _____
Print name of person with authority to lease the Premises

Signature of person with authority to lease the Premises

Per: _____
Print name of witness

Signature of witness

Our legal name

Per: _____
Print name of brokerage representative

Signature of brokerage representative

Schedule B

You have the following options available if a tenant We represent wants to make an offer on the Premises:

1. You can get a different brokerage to represent You while we continue to represent the tenant for the lease transaction. In this case, You will have a customer relationship with Us. This means our only responsibilities to You are acting honestly, using reasonable care and skill, and to make sure any information We give You is correct. We will be entitled to the fee outlined in Schedule C for the brokerage representing the tenant for this lease transaction.
2. You can represent yourself while We continue to represent the tenant for the lease transaction. In this case, You will have a customer relationship with Us. This means our only responsibilities to You are acting honestly, using reasonable care and skill, and to make sure any information We give You is correct. We will be entitled to the fee outlined in Schedule C for the brokerage representing the tenant for this lease transaction.
3. Allow Us to facilitate the transaction without acting in the interest of either side. To do this, both You and the tenant must agree before either party presents or accepts an initial offer. Moreover, our responsibilities to both parties are reduced to:
 - Dealing impartially with both parties
 - Not giving confidential advice, support, judgment, or discretion that benefits one party over the other
 - Giving both parties real estate statistics and information
 - Giving You all relevant documents related to leasing the Premises according to your instructions
 - Promptly giving You all offers and counter-offers to and from the other party, even if there is already a legally binding contract to lease the Premises
 - Passing on all information to You that the other party wants You to know
 - Keeping You informed of progress
 - Doing anything else that serves both parties, providing the agreement with each party allows it

Schedule C

Where We are the only brokerage involved in leasing the Premises, our fee is calculated as follows:

- A dollar value per square foot of the Premises per year of the term of the lease where:
- \$ _____ per square foot per year will be paid for year(s) _____ of the lease term, prorated for partial years, for the proportionate share of square feet of the Premises leased.
- \$ _____ per square foot per year will be paid for year(s) _____ of the lease term, prorated for partial years, for the proportionate share of square feet of the Premises leased.
- \$ _____ per square foot per year will be paid for year(s) _____ of the lease term, prorated for partial years, for the proportionate share of square feet of the Premises leased.
- A percentage of _____ rent per year of the term of the lease where:
- _____ % of _____ rent per year will be paid for year(s) _____ of the lease term, prorated for partial years, for the proportionate share of square feet of the Premises leased.
- _____ % of _____ rent per year will be paid for year(s) _____ of the lease term, prorated for partial years, for the proportionate share of square feet of the Premises leased.
- _____ % of _____ rent per year will be paid for year(s) _____ of the lease term, prorated for partial years, for the proportionate share of square feet of the Premises leased.
- A flat fee of \$ _____ .

Where another brokerage represents the tenant leasing the Premises, our fee is calculated as follows:

- A dollar value per square foot of the Premises per year of the term of the lease where:
- \$ _____ per square foot per year will be paid for year(s) _____ of the lease term, prorated for partial years, for the proportionate share of square feet of the Premises leased.
- \$ _____ per square foot per year will be paid for year(s) _____ of the lease term, prorated for partial years, for the proportionate share of square feet of the Premises leased.
- \$ _____ per square foot per year will be paid for year(s) _____ of the lease term, prorated for partial years, for the proportionate share of square feet of the Premises leased.
- A percentage of _____ rent per year of the term of the lease where:
- _____ % of _____ rent per year will be paid for year(s) _____ of the lease term, prorated for partial years, for the proportionate share of square feet of the Premises leased.
- _____ % of _____ rent per year will be paid for year(s) _____ of the lease term, prorated for partial years, for the proportionate share of square feet of the Premises leased.
- _____ % of _____ rent per year will be paid for year(s) _____ of the lease term, prorated for partial years, for the proportionate share of square feet of the Premises leased.
- A flat fee of \$ _____ .

We will offer the brokerage representing the tenant the following portion of our fees:

- A dollar value per square foot of the Premises per year of the term of the lease where:
 - \$ _____ per square foot per year will be paid for year(s) _____ of the lease term, prorated for partial years, for the proportionate share of square feet of the Premises leased.
 - \$ _____ per square foot per year will be paid for year(s) _____ of the lease term, prorated for partial years, for the proportionate share of square feet of the Premises leased.
 - \$ _____ per square foot per year will be paid for year(s) _____ of the lease term, prorated for partial years, for the proportionate share of square feet of the Premises leased.

- A percentage of _____ rent per year of the term of the lease where:
 - _____ % of _____ rent per year will be paid for year(s) _____ of the lease term, prorated for partial years, for the proportionate share of square feet of the Premises leased.
 - _____ % of _____ rent per year will be paid for year(s) _____ of the lease term, prorated for partial years, for the proportionate share of square feet of the Premises leased.
 - _____ % of _____ rent per year will be paid for year(s) _____ of the lease term, prorated for partial years, for the proportionate share of square feet of the Premises leased.

- _____ % of our fee as described above.