

# SELLER CUSTOMER ACKNOWLEDGMENT AND FEE AGREEMENT

(For Use in Common Law and Designated Agency Brokerages)

Between  
**THE BUYER'S BROKERAGE (WE)** and **THE SELLER (YOU)**

Name \_\_\_\_\_ Name \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

## 1. THE PROPERTY

1.1 The land and buildings at (municipal address): \_\_\_\_\_

Legal Description:

**Residential:**

|       |        |      |
|-------|--------|------|
| Plan: | Block: | Lot: |
|-------|--------|------|

**Condominium:**

|       |              |
|-------|--------------|
| Plan: | Unit Number: |
|-------|--------------|

**Country Residential:**

|                      |        |              |
|----------------------|--------|--------------|
| Subdivision Name:    | Plan:  | Unit Number: |
| W. of _____ Meridian | Range: | Township:    |
|                      |        | Section:     |

## 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 as soon as possible after 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 purchase contract.
- (e) pass on information to the buyer that you want them to know.
- (f) keep you informed of progress.

**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 ACKNOWLEDGMENT**

9.1 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 from a lawyer, tax adviser, lender, appraiser, surveyor, structural engineer, property inspector or such other professional service provider as you require 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 days of the change.

**SELLER:**

Name \_\_\_\_\_

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

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

Email: \_\_\_\_\_

**BROKERAGE:**

Name \_\_\_\_\_

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

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

Email: \_\_\_\_\_

Name \_\_\_\_\_

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

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

Email: \_\_\_\_\_

**BROKERAGE REPRESENTATIVE:**

Name \_\_\_\_\_

Address: c/o the Brokerage

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

Email: \_\_\_\_\_

- 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.
- 10.3** We and you agree that for our communication an electronic signature will have the same function as an ink signature and that any documents or information exchanged between us will be considered delivered when they are sent.

**SIGNATURES:**

SIGNED AND DATED 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 \_\_\_\_\_

Initials Dated at \_\_\_\_\_m. on \_\_\_\_\_, 20\_\_\_\_.

|  |                       |
|--|-----------------------|
| Buyer to be identified and seller to acknowledge after signing this agreement. |                       |
| Buyer's Name _____   | Seller Initials _____ |
| Buyer's Name _____   | Seller Initials _____ |