

CUSTOMER STATUS ACKNOWLEDGEMENT FOR SELLER(S)

This form was developed by the Real Estate Council of Alberta for use in residential real estate.

SELLER:

and

BUYER'S BROKERAGE:

Name _____ Brokerage Name _____
 Name _____
 Address _____ Address _____
 _____ (postal code) _____ (postal code)
 Phone: _____ Fax: _____ Phone: _____ Fax: _____
 Email: _____ Email: _____

The Seller requests the Brokerage, which acts as the agent of the Buyer, to assist the Seller in selling the Seller's property known as:

_____ on the following terms:

1. THIS IS NOT A CONTRACT

1.1 The Seller understands the Seller is not a client of the Brokerage and this is not a contract or service agreement.

2. NO FEE TO BROKERAGE

2.1 The Seller is not liable to pay the Brokerage any remuneration for any information or services that may be provided to the Seller by the Brokerage.

3. NO AGENCY REPRESENTATION

3.1 The Seller has read this Acknowledgement and the *Agency Relationships Guide* published by the Real Estate Council of Alberta, and has been given the opportunity to request further information and independent advice concerning this Acknowledgement and the representation relationships described in the *Agency Relationships Guide*, and the Seller:

- (a) has chosen to forgo any agency representation, together with its advantages, protection and services;
- (b) understands the Brokerage does not owe the Seller any agency obligations and, in particular, any fiduciary obligations; and,
- (c) understands the Brokerage will not provide the Seller with any services that require the exercise of discretion or judgment, or the giving of confidential advice, or the Brokerage advocating on behalf of the Seller.

4. BROKERAGE IS AGENT OF BUYER

4.1 The Brokerage is the agent of the Buyer who is interested in buying the Seller's property and, as agent, the Brokerage is obligated:

- (a) to be loyal to the Buyer and always act in the best interests of the Buyer;
- (b) not to provide information or advice to the Seller that is not in the interests of the Buyer; and,
- (c) to communicate to the Buyer all information, whether or not of a confidential nature, that it receives from the

Seller, except for confidential information acquired in a prior agency relationship with the Seller.

5. GENERAL OBLIGATIONS

5.1 The Brokerage's obligations to the Seller are limited to:

- (a) exercising reasonable care and skill in relation to the activities outlined in clause 6;
- (b) not negligently or knowingly providing the Seller with false or misleading information;
- (c) holding all monies received in respect of the transaction in trust in accordance with the provisions of the *Real Estate Act*; and,
- (d) complying with the provisions of the *Real Estate Act* and its regulations, and the rules and bylaws of the Real Estate Council of Alberta.

6. SERVICES BROKERAGE MAY PROVIDE

6.1 The Brokerage, at its sole discretion, may provide the following information or services to the Seller:

- (a) real estate statistics and information on property including comparable property information available through listing services or other local databases;
- (b) standard form agreements of purchase and sale and other relevant form documents and act as scribe in their preparation in accordance with the instructions of the Seller;
- (c) the names of real estate service providers, but the Brokerage will not recommend any particular service provider to the Seller;
- (d) present, in a timely manner, all offers and counter-offers to and from the Seller regardless of whether the property is already the subject of a contract;
- (e) convey to the buyer in a timely manner all information that the Seller wishes to have communicated to the buyer; and,

- (f) keep the Seller informed regarding the progress of the transaction.

7. USE AND DISTRIBUTION OF INFORMATION

7.1 The Brokerage may use, disclose and retain personal information provided by the Seller for purposes relating to such services as are provided by the Brokerage to the Seller, including:

- (a) disclosing information to the Buyer and, as needed, to third parties retained by the Seller to assist in the transaction; Seller's initials

- (b) providing the sale and other related information regarding any property sold by the Seller to the listing service (if the property sold was listed on such a service) for reporting, appraisal and statistical purposes. Seller's initials

8. APPLICABLE LAW

8.1 This Agreement will be governed by the laws of the Province of Alberta and the Seller and the Brokerage will submit to the jurisdiction of the Courts of the Province of Alberta for the resolution of any disputes that may arise out of this Agreement.

9. SELLER ACKNOWLEDGEMENT

9.1 The Seller agrees this document accurately sets out the terms of the customer relationship between the Seller and the Brokerage.

SIGNED AND DELIVERED

this _____ day of _____, 20_____.

Signature of Seller _____

Print Name of Seller _____

Signature of Witness _____

Print Name of Witness _____

Signature of Seller _____

Print Name of Seller _____

Signature of Witness _____

Print Name of Witness _____

Signature of Brokerage Representative _____

Print Name _____

Signature of Witness _____

Print Name of Witness _____