

# CUSTOMER STATUS ACKNOWLEDGEMENT AND FEE AGREEMENT 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 _____ Name _____ Address _____ _____ (postal code) Phone: _____ Fax: _____ Email: _____	Brokerage Name _____ _____ Address _____ _____ (postal code) Phone: _____ Fax: _____ Email: _____
---	--

In consideration of the Brokerage introducing the Buyer to the Seller and the Seller's Property (the Property) known as:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ the Seller hereby acknowledges and agrees that:

## 1. NO AGENCY REPRESENTATION

1.1 The Seller has received and read both this Agreement 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 Agreement 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 that the Brokerage does not owe the Seller any agency obligations and, in particular, any fiduciary obligations; and,
- (c) understands that 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.

## 2. BROKERAGE IS AGENT OF BUYER

2.1 The Brokerage is the agent of the Buyer who is interested in 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.

## 3. GENERAL OBLIGATIONS

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

- (a) exercising reasonable care and skill in the provision of such services as may be provided under clause 4;

- (b) not negligently or knowingly providing false or misleading information;
- (c) holding all monies received with respect to a 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.

## 4. SERVICES BROKERAGE MAY PROVIDE

4.1 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.

## 5. INFORMATION

5.1 The Seller agrees that the Brokerage is authorized, at its discretion, to obtain information concerning the Property from any person, corporation or government or municipal agency.

**6. SELLER'S PAYMENT OF FEE**

6.1 The Seller will pay the Brokerage as remuneration: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (plus GST);

Seller's initials:

if a legally enforceable agreement of purchase and sale is entered into between the Seller and the Buyer during the term of this agreement and the sale is completed OR the Seller, without legal justification, fails to complete the sale.

6.2 The Seller will pay the remuneration on the earlier of the date of actual completion of the agreement of purchase and sale, or the date stipulated in the agreement of purchase and sale for the completion of said agreement.

6.3 The Seller will be relieved of any obligation to pay the remuneration if the Buyer, for any reason, fails to complete the agreement of purchase and sale.

**7. DEDUCTION OF FEE FROM DEPOSIT AND PROCEEDS OF SALE**

7.1 The Seller authorizes the Brokerage to deduct the compensation owed the Brokerage from the deposit, if any, held by the Brokerage, and the Seller will instruct any lawyer acting for the Seller to deduct any outstanding balance of the compensation from the proceeds of sale and pay the same to the Brokerage.

**8. USE AND DISTRIBUTION OF INFORMATION**

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

(a) disclosing property information to the Buyer or other prospective buyers or brokerages;

Seller's initials

(b) compiling, retaining and publishing any statistics including historical data;

Seller's initials

(c) such other use as is consistent with the sale of the Property.

Seller's initials

**9. TERMINATION OF THIS AGREEMENT**

9.1 This Agreement may be terminated at the will of either the Seller or the Brokerage but without prejudice to the acquired rights of either.

**10. APPLICABLE LAW**

10.1 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.

**11. THIS AGREEMENT**

11.1 No amendment to the terms of this Agreement shall be effective unless it is in writing and signed by the Seller and the Brokerage.

11.2 If there is conflict or discrepancy between any provision added to this Agreement and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy.

11.3 This Agreement shall constitute the entire agreement between the Seller and Brokerage and there are no representations, warranties, collateral agreements or conditions, which affect this Agreement other than as expressed herein.

11.4 This Agreement shall be read with all changes of number required by the context.

**12. SELLER ACKNOWLEDGEMENT**

12.1 The Seller acknowledges:

- (a) the provisions contained herein including the payment of the fee specified in clause 6 to the Brokerage do not create an agency relationship between the Seller and the Brokerage;
- (b) the Seller has been given the opportunity to request further information and independent advice concerning this Agreement and customer status and the representation relationships described in the *Agency Relationships Guide*; and,
- (c) this Agreement accurately sets out the terms agreed to by 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 \_\_\_\_\_