

EXCLUSIVE SELLER REPRESENTATION AGREEMENT

An Agreement to Exclusively Represent a Seller
(For Use in Common Law Brokerages)

Between
THE BROKERAGE (WE) and **THE SELLER (YOU)**

Name _____ Name _____
Name _____ Name _____

1. THE PROPERTY

1.1 The land and buildings at (municipal address): _____

including the following goods not attached to the land and buildings: _____

and all goods attached to the land and buildings, **except:** _____

Legal Description (to be used for non-condominium and non-country residential properties only):

Plan _____ Block _____ Lot _____

Legal descriptions for condominium and country residential properties must be put in a property specific schedule. Indicate the applicable schedule below, complete and attach it. Other schedules may be required. Additional schedules must be listed in clause 17.1.

- Condominium Property Schedule**
- Country Residential Property Schedule**

1.2 You authorize us to offer the property for sale for \$ _____, including GST, if applicable. You must determine whether the sale of the property is subject to GST by getting independent advice. You acknowledge that neither we nor our representatives are giving 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.

1.3 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 _____ m.
It ends on _____, 20____ at _____ 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 counteroffers 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 as soon as possible after signing.

4. MLS® SYSTEM AND OUR OTHER SERVICES

4.1 We will advertise and market the property using the MLS® System. The MLS® System is a web-based service that allows seller representatives to list properties for sale and share information about those properties. All listings on the MLS® System must: (a) be for a minimum duration of 60 days; (b) provide compensation for cooperating brokers for the sale of the property; and (c) not exclude any licensed industry member from acting as a cooperating broker.

4.2 You request and we agree to provide the following other services:

- (a) to install a lock-box on the property to provide access to authorized persons. Yes No
- (b) _____
- (c) _____
- (d) _____

5. YOUR RESPONSIBILITIES

5.1 During this agreement you must:

- (a) provide us with a real property report showing the current state of improvements on the property according to the Alberta Land Surveyors' Manual of Standard Practice, with evidence of municipal compliance or non-conformance, within ten days of signing this agreement, unless the property is a conventional condominium. Not having this real property report may result in problems on closing or rescission of the purchase contract.
- (b) 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.
- (c) communicate and cooperate with us.
- (d) tell us if the property's condition, status or title changes.
- (e) tell us about inquiries you make or receive about the sale of the property.
- (f) determine whether the sale of the property is subject to GST.
- (g) determine and tell us if you will have enough money left over after the sale of your property to cover payment of your mortgage balance (including any payout penalties) and any other obligations you must pay out with the sale money.

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, unless you sign a seller representation agreement with another brokerage that begins after this agreement ends.

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) no one else has a legal right to the attached and unattached goods.
- (c) you have told us about all third party rights to the property that you know about.
- (d) all information you give us is true to the best of your knowledge.

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. DOWER CONSENT

7.1 The following questions must be answered if you are the only registered owner of the property:

- (a) Are you legally married? (includes a separated couple not yet legally divorced but does not include a couple in a common law relationship) Yes No
- (b) Have you or your spouse resided on the property at any time since your marriage? Yes No

If you answered **yes** to both questions, your spouse will have to complete the Dower Consent and Acknowledgement and sign this agreement in the Signatures section – Non-Owner Spouse Signature (when dower rights apply).

8. CONFLICTS OF INTEREST

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

8.2 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.

8.3 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.

8.4 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.

8.5 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 a customer, our responsibilities are limited to those outlined in the Guide.

9. OUR FEE AND LIMITS ON PAYMENTS

9.1 Our fee is _____

(plus GST) and is due when the sale of the property is complete.

9.2 We will offer _____

(plus GST) from our fee to the buyer's brokerage.

9.3 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.

9.4 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 by _____ days:

- (a) after the sale is completed, or
- (b) from when this agreement ends.

9.5 You must instruct your lawyer to deduct from the deposit and proceeds of sale, or money forfeited by or recovered from the buyer, the amount that you owe us under this agreement.

9.6 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 that begins after this agreement ends.

9.7 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.

9.8 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.

9.9 You agree that all of your interest in the land, buildings and attached goods may be encumbered for our benefit to secure payment of all money that you owe us under this agreement. We and you agree that we are entitled to encumber the land, buildings, and attached goods under the *Land Titles Act* (Alberta).

9.10 If we have to enforce any of our rights under this agreement and we are successful, you will pay us our reasonable enforcement costs including lawyer and client fees.

9.11 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.

10. PERSONAL AND CONFIDENTIAL INFORMATION

10.1 For the purposes of this agreement, "Listing Information" includes all information required for the listing of the property, including your personal and confidential information. This includes but is not limited to your name, property address, images and audio and video recordings of the property, listing, pricing and sales information, existence of conditional offers, the unconditional sale price, and date of sale of the property.

10.2 You give your consent to us to collect, maintain, use and disclose the Listing Information, both now and at any time in the future, for the purposes of this agreement and for all uses set forth in this agreement including listing and marketing the property in any medium, including electronic media. You release us and our brokerage representatives from all claims and liability arising from these consented uses.

10.3 You consent to our collection, use, and disclosure of the Listing Information:

- (a) in our databases and in any databases we choose to use, regardless of whether we operate or control the databases.
- (b) for any business purpose, including making comparative analyses and sharing information with appraisers and other brokerages.

10.4 You acknowledge that we, our local real estate board, our provincial real estate association, and the listing services we use may:

- (a) disclose the Listing Information to others authorized to use the listing service, like other brokers, appraisers, government departments, municipal organizations, and others.
- (b) use the Listing Information to gather, keep, and publish statistics which may be used to conduct comparative market analyses.
- (c) use the Listing Information to better list, market, and sell real estate.

10.5 We will not use or disclose your Listing Information except as set forth in clauses 10.2, 10.3, or 10.4, or as required by law.

10.6 We will not give you any confidential information we have because of a past or present agency relationship with someone else.

11. ONGOING OBLIGATIONS

11.1 Our duty under clauses 10.1 through 10.5 to keep your Listing Information confidential in accordance with the terms thereof continues after this agreement ends.

12. AUDIO AND VIDEO RECORDINGS AND PHOTOGRAPHY

12.1 You consent to showing the property, including virtual showings using photography or videography, and acknowledge that your personal or confidential information may be seen by prospective buyers, their representatives, service providers, and others as may be required to attend the property by the prospective buyers.

12.2 You release and hold us and our brokerage representatives harmless from all legal liability due to any alleged breaches of privacy arising from showings of the property, including virtual showings using photography or videography.

12.3 You acknowledge it is unlawful to record conversations of any persons attending your property without their written consent and to have active cameras located in or on your property where privacy would be reasonably expected.

13. INDEMNIFICATION

13.1 You agree that you will indemnify us and our brokerage representatives against all claims and legal actions that may arise from any consents or acknowledgements you make in this agreement, or because we reasonably and in good faith relied on information you gave us. This means that you will have to pay us in full for the outcome of these claims and legal actions and any related expenses including legal fees.

14. PROPERTY INFORMATION, NOTICES AND PERMITS

14.1 You are required by law to disclose material latent defects. These are known defects in the property that are not discoverable through a reasonable inspection and that may make the property dangerous or potentially dangerous to occupants or unfit for habitation. You may also be required to disclose defects that would be expensive to fix, government and local authority notices and lack of development permits.

- (a) Are you aware of material latent defects in the property? Yes No
- (b) Do you know of any defects that would be expensive to fix? Yes No
- (c) Have you received any government or local authority notices? Yes No
- (d) Do you know of any lack of permits for any development on the property? Yes No

If **yes** to any of the above, complete the Defect Disclosure Instruction Schedule.

15. ADDITIONAL TERMS (IF ANY)

16. EARLY END TO THIS AGREEMENT

- 16.1 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.

17. OTHER DETAILS ABOUT THIS AGREEMENT

17.1 Documents attached to this agreement only form part of this agreement if we and you sign or initial them. In addition to the property schedule selected in clause 1.1, this agreement includes these attached documents:

- 17.2 Any future changes to this agreement must be in writing and signed by both of us to be effective.
- 17.3 Words with a singular meaning may be read as plural when required by the context.
- 17.4 If any clauses added to this agreement conflict with standard clauses in this agreement, the added clauses apply.
- 17.5 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.
- 17.6 This agreement is for the benefit of and will be binding on the heirs, administrators, executors, successors and assigns of you and us.
- 17.7 The laws of the Province of Alberta govern this agreement.
- 17.8 A sale is complete when all money has been paid to you or your lawyer and is releasable.



18. SELLER ACKNOWLEDGEMENT

18.1 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 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.

19. CONTACT INFORMATION

19.1 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 _____

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

BROKERAGE:

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

BROKERAGE REPRESENTATIVE:

Name _____
Address: c/o the Brokerage
Phone _____ Fax _____
Email _____

19.2 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.

19.3 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

Print Name of Seller

Signature of Witness

Print Name of Witness

Signature of Brokerage Representative

Signature of Seller

Print Name of Seller

Signature of Witness

Print Name of Witness

Print Name of Brokerage Representative



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

Initials Dated at _____ . m. on _____, 20_____.

NON-OWNER SPOUSE SIGNATURE (when dower rights apply):

Signed and dated at _____, Alberta at _____ . m. on _____, 20_____.

Non-Owner Spouse Signature

Non-Owner Spouse Name (print)

Witness Signature

Witness Name (print)

