

## INFORMATION SHEET FOR SELLER BROKERAGE AGREEMENT

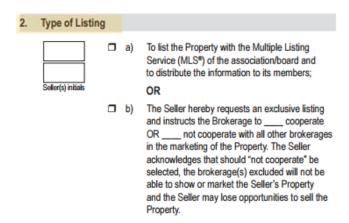
Several small changes have been made to the Seller Brokerage Agreement that may require some further explanation for licensees. If you have further questions about this updated form, please feel free to contact the Compliance Team at 902-468-3511 x303 or 1-800-390-1015 x303.

#### #1: Preamble - Plus other relevant taxes

THE SELLER AND THE BROKERAGE AGREE that the Brokerage will list the Seller's property (the Property) known as:	
PID(s)/Serial#:	
and the Seller gives the Brokerage the exclusive right to offer for sale the Property for the price of:	
	evant taxes

This text is intended to prompt the licensee to refer to Clause 5 of this agreement ("Harmonized Sales Tax (HST)") to identify whether the proposed transaction is subject to HST.

### #2: Clause 2 – Type of Listing



Should the seller request to delay a MLS<sup>®</sup> listing for a period of time, indicate in Clause 14 ("Additional Provisions") that Clause 2(b) is in effect from the date the agreement is signed until a specific, indicated date, wherein Clause 2(b) will expire and Clause 2(a) will then take effect.

#### #3: Clause 3.1 – In Writing

 the Seller has disclosed to the Brokerage in writing all material latent defects affecting the Property known to the Seller;

*In writing* means; as a signed addendum to the agreement or in another acceptable signed format and maintained in the brokerage transaction file. This could be via electronic signature, though email and text messages are not an acceptable formats as no signatures exist.

Last Updated: 08/05/15



## #4: Clause 8.1(a) - Retaining and Disclosing listing/sales information

#### 8. Use and Distribution of Information

- 8.1 The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of this Agreement and such other use as is consistent with listing and marketing of the Property including, but not limited to:
  - retaining and disclosing any listing and sales information, including price, which may be used by the Brokerage for any purpose relating to its business:

Note that this does not allow the brokerage to use this information for advertising purposes following the expiration of the agreement.

## #5: Clause 15(a) - Property Disclosure Statement

15.	This	s Agreement:
	a)	This Agreement includes, if signed by the Seller and attached to this Agreement, the following documents:
		☐ Listing Addendum
		☐ Property Disclosure Statement
		☐ Schedule of Leased/Rented Equipment
		☐ Brokerage Addendum

Formerly the Property Condition Disclosure Statement.

# #6: Clause 15(a) - Schedule of Leased/ Rented Equipment

15.	This	Agreement:
	a)	This Agreement includes, if signed by the Seller and attached to this Agreement, the following documents:
		☐ Listing Addendum
		☐ Property Disclosure Statement
		☐ Schedule of Leased/Rented Equipment
		☐ Brokerage Addendum

Formerly page four of the Property Condition Disclosure Statement.

### #5: Clause 16 - Brokerage Representative

Signature of Brokerage Representative \_\_\_\_

This signature can be of any licensed employee of the brokerage who is authorized by the broker to enter into contract on behalf of the brokerage.