

BUYER UNREPRESENTED PARTY ACKNOWLEDGEMENT

Approved by the Nova Scotia Real Estate Commission (NSREC) for use by licensees under the *Nova Scotia Real Estate Trading Act*.
The NSREC is the regulatory body for real estate in Nova Scotia.

There is no agency between the Buyer and the Brokerage or any of its Representatives. As an unrepresented party, the Buyer should not provide the licensee with any information they do not want the Seller to know.

The Buyer:

and

The Brokerage:

Name: _____

Brokerage Name: _____

Name: _____

Address: _____

Address: _____

CITY _____ POSTAL CODE _____

CITY _____ POSTAL CODE _____

Phone: _____

Phone: _____

Buyer Email 1: _____

Email: _____

Buyer Email 2: _____

The Buyer requests the Brokerage to provide facilitation services to the Buyer in purchasing the Client's property (the Property), known as:

_____ PID(s)/Serial #: _____

THE BUYER HEREBY ACKNOWLEDGES THAT:

1. No Agency Representation

- 1.1. The Buyer has received and read both this Acknowledgement and the Working With the Real Estate Industry form and has agreed to be treated as an unrepresented party. Further, the Buyer has been given the opportunity to request further information and independent advice concerning this Acknowledgement and the representation relationships described in the Working With the Real Estate Industry form. The Buyer acknowledges that the Brokerage or any of its Representatives will not:
 - a) provide any agency representation, together with its advantages, protection and services;
 - b) owe any agency obligations and, in particular, any fiduciary obligations;
 - c) provide any services that require the exercise of discretion, judgment, the giving of confidential advice, or advocating on behalf of the Buyer; and
 - d) have obligations to the unrepresented party with respect to avoiding conflicts of interest or negotiation of favourable terms.
- 1.2. The Buyer has been explained the risks that may arise from continuing as an unrepresented party, including the benefits of client representation that cannot be offered to the unrepresented party by the brokerage or designated agent.
- 1.3. The Buyer has the right to obtain their own representation at any time, but they may owe remuneration to that brokerage.

2. Seller Relationship

- 2.1. The Buyer acknowledges that the Brokerage or any of its Representatives may provide agency representation to the Seller, and as the Agent, are obligated to:
 - a) always act in the best interests of the Seller;
 - b) provide information or advice to the Seller that may not be in the interests of the Buyer; and
 - c) communicate to the Seller all information, whether or not of a confidential nature, that they receive from the Buyer except for confidential information acquired in a prior agency relationship with the Buyer.

3. General Obligations to Buyer

- 3.1. The Brokerage Representative(s) obligations to the Buyer 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) presenting to the Buyer, in a timely manner, all counter-offers from the Seller;
 - d) conveying to the Seller, in a timely manner, all information that the Buyer wishes to have communicated to the Seller;
 - e) keeping the Buyer informed regarding the progress of the transaction;
 - f) holding deposits received with respect to a transaction in the Brokerage's trust account in accordance with the *Nova Scotia Real Estate Trading Act*;
 - g) complying with the *Nova Scotia Real Estate Trading Act*, its Regulations and the NSREC By-law; and
 - h) providing and explaining disclosures in accordance with the By-law, and in accordance with any agreement/acknowledgement.
- 3.2. **Disclosure of Availability:** The Licensee has disclosed that they will be regularly available, subject to any exceptions outlined in clause 3.3.
- 3.3. If applicable, the Licensee has disclosed that they will not be available on the following dates/times: _____

4. Services Provided to Buyer

- 4.1. The Brokerage may provide the Buyer the following:
 - a) real estate statistics and information on the Property, including comparable property information;
 - b) use of NSREC-approved forms and assistance in their preparation in accordance with the instructions of the Buyer; and
 - c) the names of real estate service providers.

5. Buyer’s Obligations

- 5.1. The Buyer agrees that related documentation may be transmitted electronically and that reproductions of the signatures therein will be treated as originals.
- 5.2. The Buyer will immediately advise the Brokerage of any material change(s) in the information provided.

6. Use of Information

- 6.1. The Buyer acknowledges the Brokerage shall use, disclose and retain all information relating to services provided by the Brokerage.

7. Additional Provisions

8. This Acknowledgement

- 8.1. The Buyer agrees that:
 - a) this Acknowledgement will be governed by the laws of the Province of Nova Scotia;
 - b) if there is conflict or discrepancy between any provision added to this Acknowledgement 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; and
 - c) this Acknowledgement shall be read with all changes of number and gender required by the context.

This is not a service agreement and does not impose any contractual obligations.

The Buyer acknowledges there are no representations, warranties, collateral agreements or conditions which affect this Acknowledgement other than as expressed herein. The Buyer hereby acknowledges having read and accepts this Acknowledgement on the terms set forth, and has received a true copy of this Acknowledgement.

Signed and delivered in the presence of:

In Witness whereof I have hereunto set my hand:

Witness

Buyer

Date

Witness

Buyer

Date

Witness

Brokerage Representative

Date