

SELLER UNREPRESENTED PARTY ACKNOWLEDGEMENT AND FEE AGREEMENT

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 Seller and the Brokerage or any of its Representatives. As an unrepresented party, the Seller should not provide the licensee with any information they do not want the Buyer to know.

The Seller:

and

The Brokerage:

Name: _____

Brokerage Name: _____

Name: _____

Address: _____

Address: _____

CITY _____ POSTAL CODE _____

CITY _____ POSTAL CODE _____

Phone: _____

Phone: _____

Seller Email 1: _____

Email: _____

Seller Email 2: _____

With respect to the Seller and the Seller's property (the Property) known as:

_____ PID(s)/Serial #: _____

THE SELLER HEREBY ACKNOWLEDGES AND AGREES THAT:

1. Agreement

- 1.1. This Agreement is between the Seller and the Brokerage in consideration of the Brokerage Representative(s) introducing the Buyer:

_____ to the Seller and the Property.

2. Effective Dates

- 2.1. This Agreement will commence on the _____ day of _____, 20_____, and will expire at 11:59 p.m. Atlantic Time on the _____ day of _____, 20_____.

3. No Agency Representation

- 3.1. The Seller has received and read both this Agreement and the Working With the Real Estate Industry form and has agreed to be treated as an unrepresented party. Further, the Seller 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 Seller 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 Seller; and
- d) have obligations to the unrepresented party with respect to avoiding conflicts of interest or negotiation of favourable terms.

- 3.2. The Seller 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(s).

4. Buyer Relationship

- 4.1. The Seller acknowledges that the Brokerage or any of its Representatives may provide agency representation to the Buyer, and as Agent, are obligated to:
- a) provide information or advice to the Buyer that may not be in the interests of the Seller; and
 - b) 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 to Seller

- 5.1. The Brokerage Representative(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 6;
 - b) not negligently or knowingly providing false or misleading information;
 - c) presenting to the Seller, in a timely manner, all offers and counter-offers to and from the Buyer regardless of whether the Property is already the subject of an accepted or unaccepted offer;
 - d) conveying to the Buyer, in a timely manner, all information that the Seller wishes to have communicated to the Buyer;
 - e) keeping the Seller 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.

- 5.2. **Disclosure of Availability:** The Licensee has disclosed that they will be regularly available, subject to any exceptions outlined in clause 5.3.

- 5.3. If applicable, the Licensee has disclosed that they will not be available on the following dates/times: _____

6. Services Provided to Seller

6.1. The Brokerage may provide the Seller 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 Seller; and
- c) the names of real estate service providers.

7. Seller Obligations

7.1. The Seller warrants that the Seller has the sole authority to sell the Property and to enter into this Agreement.

7.2. It is the Seller's responsibility to determine whether the proposed transaction is subject to HST and the Seller is advised to obtain whatever professional assistance the Seller deems necessary to make that decision.

7.3. The Seller is obligated to disclose to the Brokerage, in writing, all material latent defects affecting the Property known to the Seller.

7.4. The Seller agrees that related documentation may be transmitted electronically and that reproductions of the signatures therein will be treated as originals.

7.5. **Indemnification:** The Seller will hold harmless the Brokerage and any co-operating brokerage for any claims that may arise from their reliance on representations made and information provided by the Seller.

8. Brokerage's Remuneration

8.1. The Seller and the Brokerage agree that the Brokerage is to be paid remuneration of:

(CDN plus applicable HST and any other taxes payable in respect of the remuneration).

8.2. **Payment of Remuneration:** The Brokerage's remuneration will be paid per 8.1 on closing if, during the term of this Agreement, a legally enforceable Agreement of Purchase and Sale is entered into between the Seller and the Buyer AND the purchase is completed OR the Seller, without legal justification, fails to complete the purchase.

8.3. **Deduction of Brokerage Remuneration from Deposit and Proceeds of Sale:** The Seller authorizes the Brokerage to deduct the fee 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 fee from the proceeds of sale and pay the same to the Brokerage.

13. Acceptance

The Seller acknowledges there are no representations, warranties, collateral agreements or conditions which affect this Agreement other than as expressed herein.

The Seller hereby agrees and acknowledges having read and accepts this Agreement on the terms set forth, and has received a true copy of this Agreement.

Signed and delivered in the presence of:

In Witness whereof I have hereunto set my hand:

Witness

Seller

Date

Witness

Seller

Date

Witness

Brokerage Representative

Date

9. Use of Information

9.1. The Seller authorizes the Brokerage to use, disclose and retain all information relating to services provided by the Brokerage, including disclosing property information to the Buyer.

10. Termination of this Agreement

10.1. Without prejudice to the acquired rights of the Seller or the Brokerage, this Agreement will terminate:

- a) on the expiration date of this Agreement as specified in clause 2;
- b) an earlier date than that specified in clause 2, if mutually agreed to by the Seller and the Brokerage in writing;
- c) on a completed sale of the Property prior to the expiration date of this Agreement as specified in clause 2;
- d) on the suspension or cancellation of the Brokerage's licence to trade in real estate;
- e) on the bankruptcy or insolvency of the Brokerage or if it is in receivership;
- f) at the option of the non-defaulting party, exercised in writing, on a material breach of any of the terms of this Agreement by either the Seller or the Brokerage;
- g) at the option of the Brokerage, if after reasonable effort, the Brokerage is unable to contact the Seller to satisfy this Agreement; or
- h) at the option of the Seller, if after reasonable effort, the Seller is unable to contact the Brokerage to satisfy this Agreement.

11. Additional Provisions

12. This Agreement

12.1. The Seller agrees that:

- a) this Agreement will be governed by the laws of the Province of Nova Scotia;
- b) no amendment to the terms of this Agreement shall be effective unless it is in writing and signed by the Seller and the Brokerage;
- c) 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; and
- d) this Agreement shall be read with all changes of number and gender required by the context.

