

MERE POSTING SERVICE 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.

This Mere Posting Service Agreement (this Agreement) is a limited service agreement between:

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: _____

THE SELLER AND THE BROKERAGE AGREE that the Brokerage post the Seller's property (the Property) known as:

_____ PID(s)/Serial #: _____

for sale on the Nova Scotia Association of REALTORS® (the Association) Multiple Listing Service (MLS®) System and the Brokerage's website at the price of:

_____ Dollars (\$) _____ CDN)

plus other relevant taxes and upon the terms, if any, set out in the Schedule hereto, or at such other price and terms acceptable to the Seller, and on the following terms:

1. No Agency Representation

1.1. 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 Agreement 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; and
- c) provide any services that require the exercise of discretion, judgment, the giving of confidential advice, or advocating on behalf of the Seller.

2. Brokerage's Obligations and Services

2.1. The Brokerage's obligations to the Seller are limited to:

- a) inputting data and images provided by the Seller to the MLS® System;
- b) maintaining and, if necessary, amending the information on the MLS® System;
- c) maintaining data, images and Seller's contact information on the Brokerage's website; and
- d) providing and explaining disclosures in accordance with the By-law, and in accordance with any agreement/acknowledgement.

2.2. **Disclosure of Availability:** The Brokerage/Licensee has disclosed that they will be regularly available to service this agreement, subject to any exceptions outlined in clause 2.3.

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

3. Effective Dates

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

4. Seller's Obligations

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

4.2. The Seller must:

- a) provide the Brokerage with all the information necessary for the posting of the Property on the MLS® System;
- b) determine whether the proposed transaction is subject to HST. The Seller is advised to obtain whatever professional assistance the Seller deems necessary to make that decision;
- c) promptly communicate and co-operate with the Brokerage;
- d) disclose to the Brokerage, in writing, all material latent defects, as defined in Form 100: Working With the Real Estate Industry, affecting the Property known to the Seller;
- e) immediately advise the Brokerage, in writing, of any material change in the physical condition or status of the Property or in the information provided by the Seller;
- f) within 24 hours of acceptance of a conditional offer, disclose in writing the date of said accepted conditional offer, the conditional dates, the purchase price and the closing date;
- g) within 24 hours, advise the Brokerage, in writing, if the conditions contained in the Agreement of Purchase of Sale have been met, amended or terminated; and
- h) agree that related documentation may be transmitted electronically and that reproductions of the signatures therein will be treated as originals.

4.3. The Seller agrees to the following regarding showings and advertising:

- a) that the Property is available, on reasonable notice, for showings once the Property is posted on the MLS® System; and
- b) that buyer representatives will contact the Seller directly to set up appointments to show the Property. The Seller must make themselves reasonably available to make appointments.

4.4. **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.

5. Brokerage's Remuneration

5.1. The Seller, upon the signing of the Agreement, will pay the Brokerage a remuneration of:

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

5.2. **Sharing of Brokerage Remuneration:** To assist in obtaining a buyer for the Property, the Brokerage will offer to each co-operating brokerage remuneration of \$ _____ CDN, plus HST immediately on closing.

5.3. The Seller may negotiate a remuneration arrangement directly with the Buyer's Brokerage.

6. Use and Distribution of Seller's Information

6.1. The Seller consents to their contact information appearing in the REALTOR® remarks section of a listing on the MLS® System.

6.2. The Seller consents that the database of the MLS® System is the property of the Association and can be licensed, resold or otherwise dealt with as they see fit. The Seller further acknowledges that some or all of the information, including the purchase price, may be published and distributed in print, before the closing in accordance with MLS® rules, and made available on the internet through public websites including those maintained by licensees and brokerages, and by the Canadian Real Estate Association on realtor.ca.

6.3. 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 of the Property including, but not limited to:

- a) retaining and disclosing any listing and sales information, including price, which may be used by the Brokerage for any purpose relating to its business;
- b) disclosing the information to other brokerages, potential buyers and interested parties during the course of marketing of the Property for sale, as well as through the sales process;
- c) disclosing all or some of the information to government departments, appraisers, municipal organizations and others;
- d) compiling some of the information in statistics for use in comparative market analyses by appraisers and brokerages, as well as consumers;
- e) all or some of the information being published in print and made available on the internet through a website maintained by real estate representatives and brokerages; and
- f) providing to present and past unrepresented parties and clients marketing materials, newsletters and other information that the Brokerage believes may be of interest to them.

7. Termination of the Agreement

7.1. 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 3;
- b) an earlier date than specified in clause 3, if mutually agreed by the Seller and the Brokerage in writing;
- c) a completed sale of the Property prior to the expiration date of this Agreement as specified in clause 3;
- d) on the suspension or cancellation of the Brokerage's licence to trade in real estate;
- e) if the Brokerage ceases to be a member of the Association;
- f) on the bankruptcy or insolvency of the Brokerage or if it is in receivership;
- g) 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;
- h) at the option of the Brokerage, if after reasonable effort, the Brokerage is unable to contact the Seller to satisfy this Agreement; or
- i) at the option of the Seller, if after reasonable effort, the Seller is unable to contact the Brokerage to satisfy this Agreement.

7.2. Upon termination or expiration of this Agreement, the Brokerage will remove the Property as an active listing on the MLS® System and the Brokerage's website.

8. This Agreement

8.1. 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.

9. Additional Provisions

10. Acceptance

This Agreement will constitute the entire Agreement between the Seller and the Brokerage, and 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 accept this Agreement on the terms set forth, and have 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

