

CONTRACT FOR POSTING WITHOUT REPRESENTATION

(For Use in Common Law and Designated Agency Brokerages)

Between

THE SELLER

and

THE SELLER'S BROKERAGE (THE "BROKERAGE")

Name _____

Name _____

Name _____

Name _____

Address _____

Address _____

(postal code)

(postal code)

Phone _____ Fax _____

Phone _____ Fax _____

Email _____

Email _____

Member of _____ (the "Board")

1. ACKNOWLEDGMENT OF NON-REPRESENTATION

- 1.1** The Seller has read the Real Estate Council of Alberta's *Consumer Relationships Guide (Guide)* and acknowledges that the Seller has chosen to forgo any agency representation. The Brokerage and its representatives will not owe the Seller any agency obligations and will not provide any services that require exercising discretion or judgment, giving advice, or advocating on the Seller's behalf, except as hereinafter agreed.
- 1.2** The Seller acknowledges that the obligations owed to the Seller are limited to:
- exercising reasonable care and skill in providing services to the Seller as set out in Section 7;
 - not negligently or knowingly providing the Seller with false or misleading information; and
 - complying with the provisions of the *Real Estate Act* and its Regulations, and the Rules and Bylaws of the Real Estate Council of Alberta.
- 1.3** The Seller acknowledges that the Brokerage may be representing buyers who may wish to make an offer on the Seller's property and that the Brokerage is obligated:
- to act in the best interests of the buyer;
 - not to provide the Seller with information that is not in the best interests of the buyer; and
 - to communicate to the buyer all information, whether of a confidential nature or not, that it receives from the Seller.

2. BROKERAGE OBLIGATIONS

- 2.1** The Brokerage will:
- (a) post the Seller's property located at _____
(municipal address)
_____ (the "Property") for sale on the Board's MLS® System for the price of \$ _____;
- (b) verify the accuracy of data related to the Property that is provided to the MLS® System;
- (c) maintain, and if necessary amend, the information on the MLS® System;
- (d) report the date of sale, the selling price and the date of transfer (possession) to the MLS® System when the Property has sold.

3. THE PROPERTY

- 3.1** The legal description of the Property is:
- Plan _____ Lot _____ Block _____
- or
- Condominium Plan _____ Unit _____ Unit factor _____
- Titled Parking Condominium Plan _____ Unit(s) _____ Unit factor(s) _____
- Title Storage Space Condominium Plan _____ Unit(s) _____ Unit factors(s) _____
- or
- Other _____
- 3.2** The Property includes:
- (a) Goods not attached to the Property ("Unattached Goods") as listed below:
- _____
- _____

(b) All goods attached to the Property ("Attached Goods") except those goods listed below:

(c) If Condominium Property, the following non-titled areas:

Parking stall(s): _____ assigned _____ leased Parking stall #(s) _____

Storage space(s): _____ assigned _____ leased Storage space #(s) _____

4. TERM OF THE CONTRACT

4.1 This Contract will commence at _____ m. on the _____ day of _____, 20____ and will expire at _____ m. on the _____ day of _____, 20____ (the "Expiry Date").

5. BROKERAGE REMUNERATION

5.1 The Seller will pay the Brokerage as remuneration:

- (a) upon the signing of this Contract _____ plus GST;
- (b) further remuneration as follows: _____

5.2 The Seller instructs the Brokerage to post on the Board's MLS® System that the Seller will enter into a fee agreement with a buyer's brokerage when an offer to purchase is presented to the Seller by the buyer's brokerage representative. ☐ Yes ☐ No

6. SELLER'S RESPONSIBILITIES

6.1 The Seller will:

- (a) provide the Brokerage with all the information necessary for the posting of the Property on the MLS® System;
- (b) obtain verification of mortgage, property tax, improvement charges, tenancy information;
- (c) communicate and cooperate with the Brokerage in a timely manner;
- (d) immediately advise the Brokerage of any change in status of the Property or in the information provided by the Seller;
- (e) report the sale of the Property, as per clause 2.1(d), to the Brokerage when the purchase price is paid to the Seller or the Seller's lawyer and is releasable; and
- (f) provide any documentation necessary to facilitate or complete the sale.

6.2 Material Latent Defects:

Sellers are required by common law to disclose material latent defects to buyers. Material Latent Defect means a defect that is hidden, not visible or discoverable upon a reasonable inspection of the Property and that will affect the use or value of the Property. Sellers may also be required to disclose government and local authority notices, lack of development permits and hidden defects that would involve great expense to remedy.

6.3 Dower Rights:

- (a) If just one individual is the registered owner of the Property, then the Seller will consider the following questions: Are you legally married? If the answer is yes, have either you or your spouse at any time during your marriage lived on the Property?
- (b) If only one individual is on title and the answer to both questions is yes, then the Seller will be unable to complete a sale of the Property without the legal consent of the spouse. The Seller is urged to obtain legal advice respecting this issue prior to the acceptance of any offer to purchase.

7. MLS® SYSTEM AND OUR OTHER SERVICES

7.1 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; and (b) not exclude any licensed industry member from acting as a cooperating broker.

7.2 You acknowledge that we must follow the board's MLS® System rules and regulations when providing MLS® System services.

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

- (a) to install a lockbox on the property to provide access to authorized persons. ☐ Yes ☐ No
- (b) to install a "For Sale" sign on the property ☐ Yes ☐ No
- (c) _____
- (d) _____
- (e) _____
- (f) _____

8. USE AND DISTRIBUTION OF SELLER'S INFORMATION

- 8.1** 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.
- 8.2** 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.
- 8.3** You consent to our collection, use, and disclosure of the Listing Information:
- in our databases and in any databases we choose to use, regardless of whether we operate or control the databases.
 - for any business purpose, including making comparative analyses and sharing information with appraisers and other brokerages.
- 8.4** You acknowledge that we, our local real estate board, our provincial real estate association, and the listing services we use may:
- disclose the Listing Information to others authorized to use the listing service, like other brokers, appraisers, government departments, municipal organizations, and others.
 - use the Listing Information to gather, keep, and publish statistics which may be used to conduct comparative market analyses.
 - use the Listing Information to better list, market, and sell real estate.
- 8.5** We will not use or disclose your Listing Information except as set forth in clauses 8.2, 8.3, or 8.4, or as required by law.
- 8.6** We will not give you any confidential information we have because of a past or present agency relationship with someone else.

9. AUDIO AND VIDEO RECORDINGS AND PHOTOGRAPHY

- 9.1** 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.
- 9.2** 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.
- 9.3** 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.

10. YOUR WARRANTIES AND REPRESENTATIONS

- 10.1** You warrant:
- you have authority to sell the property as described, including attached and unattached goods.
 - no one else has a legal right to the attached and unattached goods.
 - you have told us about all third-party rights to the property that you know about.
 - all information you give us is true to the best of your knowledge.
- 10.2** You warrant, to the best of your knowledge, the following are true:
- the land and buildings are currently being used according to municipal bylaws.
 - 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).
 - the location of the buildings or improvements meet municipal bylaws or regulations or the buildings and improvements are "nonconforming buildings" as defined in the Municipal Government Act (Alberta).
 - 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).
 - you are not a non-resident of Canada under the Income Tax Act (Canada)

11. INDEMNIFICATION

- 11.1** You agree that you will indemnify us and our brokerage representatives against all claims and legal actions that may arise from any consents, acknowledgements, representations, or warranties 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 and board fines.

12. ENDING THE CONTRACT

- 12.1** Despite the end date listed at the beginning of this agreement, the agreement ends immediately if any of these things happen:
- you complete a sale of the property.
 - we and you agree in writing to an earlier end date.
 - our license to trade in real estate is suspended or cancelled.
 - we are bankrupt, insolvent, or we are in receivership.
 - 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.
 - 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.

13. SIGNATURES

SIGNED AND DATED on _____, 20____.

Signature of Seller

Print Name of Seller

Signature of Seller

Print Name of Seller

Signature of Brokerage Representative

Signature of Witness

Print Name of Witness

Signature of Witness

Print Name of Witness

Print Name of Brokerage Representative