

DISCLAIMER:

Forms are created with a view to identify and satisfy general needs. The pre-set portion of any Form is complex and can be difficult to understand.

Be advised that the explanations contained herein are **not** meant to be a full and complete discussion of the meanings and implications of each provision, paragraph or section in each Form. The explanations are meant only to be a general simple overview and are not meant to replace the full text and legal ramifications of each Form and any provision, paragraph or section therein.

It is important and mandatory to understand that the use of a Form does not apply to every circumstance and extreme care should be exercised in that respect.

Everyone is encouraged and it is recommended that everyone seek and obtain professional advice to ensure a complete and accurate understanding of any Form and not rely on the explanations contained herein.

TAKE NOTE THAT EVERY REAL ESTATE TRANSACTION IS UNIQUE AND THE TORONTO REAL ESTATE BOARD DOES NOT WARRANT AND IS NOT LIABLE OR RESPONSIBLE IN ANY WAY FOR THE ADEQUACY, SUFFICIENCY, APPLICABILITY, ACCURACY OR SUITABILITY OF ANY OF THE EXPLANATIONS OR PROVISIONS HEREINAFTER SET OUT.

PROCEED TO NEXT PAGE ...

SAMPLE

Buyer Customer Service Agreement

For Use When the Buyer is Not Represented By the Brokerage

This Form is used when a Buyer is not a Client but rather a Customer.

This Is A Non-Exclusive Buyer Customer Service Agreement

BETWEEN:

BROKERAGE:....., Tel.No. (.....).....

ADDRESS:.....

..... Fax.No. (.....).....

hereinafter referred to as the Brokerage.

AND:

BUYER(S):....., hereinafter referred to as the Buyer,

for the purpose of locating a real property meeting the following general description:

Property Type (Use):.....

Geographic Location:.....

In consideration of the Brokerage providing customer service to the Buyer for the purchase or lease of a real property of the general description indicated above, the Buyer acknowledges and agrees to the terms as stated in this Agreement.

This non-exclusive Buyer Customer Service Agreement:

commences at.....a.m./p.m. on the.....day of....., 20.....,

and expires at 11:59 p.m. on the.....day of....., 20.....(Expiry Date).

{ Buyer acknowledges that the time period for this Agreement is negotiable between the Buyer and the Brokerage, however, in accordance with the Real Estate and Business Brokers Act of Ontario (2002), **if the time period for this Agreement exceeds six months, the Brokerage must obtain the Buyer's initials.** }  (Buyer's Initials)

The Buyer hereby warrants that the Buyer is not a party to a buyer representation agreement with any other registered real estate brokerage for the purchase or lease of a real property of the general description indicated above.

- 1. DEFINITIONS AND INTERPRETATIONS:** *The following section defines who will be referred to as the Buyer and Seller for the remainder of the document.*
- 1. DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Buyer Customer Service Agreement ("Authority" or "Agreement"), "Buyer" includes purchaser and tenant, a "seller" includes a vendor, a landlord or a prospective seller, vendor or landlord and a "real estate board" includes a real estate association. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, and a lease includes any rental agreement, sub-lease or renewal of a lease. This Agreement shall be read with all changes of gender or number required by the context.
- 2. COMMISSION:** *The following section states that the Buyer Customer does not pay commission unless otherwise agreed to in writing.*
- 2. COMMISSION:** For a Buyer Customer Service Agreement between Buyer and Brokerage, there is no requirement for the Buyer to pay the Brokerage compensation for the customer service provided by the Brokerage, unless otherwise agreed to in writing.
- 3. REPRESENTATION AND CUSTOMER SERVICE:** *The following section confirms that the Salesperson has explained the different types of agency relationships that may occur in a real estate transaction. It also confirms that Buyer falls under Customer status and that the Salesperson does not represent the Buyer as a Client. It also outlines that the Salesperson must treat the Buyer fairly and honestly, answer the Buyer's questions with due care, and cannot purposely misrepresent the Buyer.*

INITIALS OF BROKERAGE:

INITIALS OF BUYER(S):

3. REPRESENTATION AND CUSTOMER SERVICE: The Buyer acknowledges that the Brokerage has provided the Buyer with written information explaining agency relationships, including information on Seller Representation, Sub-Agency, Buyer Representation, Multiple Representation and Customer Service. The Buyer acknowledges that the Brokerage will be providing customer service to the Buyer and will not be representing the interests of the Buyer in a transaction. The Brokerage may be representing the interests of the seller as an agent or sub-agent. When the Brokerage is representing the seller, the seller is considered to be the Brokerage's client, and the Brokerage's primary duties are to protect and promote the interests of the seller/client. The Brokerage will disclose all pertinent information to a seller/client obtained from or about the Buyer. Even though the Brokerage's primary duties may be to the seller, the Brokerage may provide many valuable customer services to the Buyer.

When providing customer service to the Buyer, the Brokerage's duties to the Buyer include:

- the **Ethical** duty to deal fairly, honestly and with integrity;
- the **Legal** duty to exercise due care when answering questions and providing information; and
- the **Legal** duty to avoid misrepresentation.

The Buyer acknowledges that the Buyer may not be shown or offered all properties that may be of interest to the Buyer. The Buyer hereby agrees that the terms of any buyer's offer or agreement to purchase or lease the property will not be disclosed to any other buyer.

The Buyer understands and agrees that the Brokerage also provides representation and customer service to other buyers and sellers. If the Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Brokerage's relationship to each seller and buyer.

4. INDEMNIFICATION: The following section provides that Salespeople cannot be held liable for the condition of the property or damages that may occur while prospective Buyers view the property.

4. INDEMNIFICATION: The Brokerage and representatives of the Brokerage are trained in dealing in real estate but are not qualified in determining the physical condition of the land or any improvements thereon. The Buyer agrees that the Brokerage will not be liable for any defects, whether latent or patent, to the land or improvements thereon. All information supplied by the seller or landlord or the listing brokerage may not have been verified and is not warranted by the Brokerage as being accurate and will be relied on by the Buyer at the Buyer's own risk. The Buyer acknowledges having been advised to make their own enquiries to confirm the condition of the property.

5. FINDERS FEE: The following section provides consent for the Salesperson to accept a fee that a mortgage company may offer to them. It also states that this fee would be collected by the Salesperson in addition to the stated commission. It should be noted that a specific consent will be required at the time a finders fee arises.

5. FINDERS FEE: The Buyer acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Buyer consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.

6. CONSUMER REPORTS: This states that the Buyer understands that credit checks and personal information about them may be used in the process of them purchasing a property.

6. CONSUMER REPORTS: The Buyer is hereby notified that a Consumer Report containing credit and/or personal information may be referred to in connection with this Agreement and any subsequent transaction.

7. USE AND DISTRIBUTION OF INFORMATION: The following section gives Salespeople the right under the Privacy Act to use personal information provided to them by the Buyer in order to assist in making the transaction happen. It also assures the Buyer that this information will not be distributed to third parties (i.e. pool or moving companies).

7. USE AND DISTRIBUTION OF INFORMATION: The Buyer consents to the collection, use and disclosure of personal information by the Brokerage for such purposes that relate to the real estate services provided by the Brokerage to the Buyer including, but not limited to: locating, assessing and qualifying properties for the Buyer; advertising on behalf of the Buyer; providing information as needed to third parties retained by the Buyer to assist in a transaction (e.g., financial institutions, building inspectors, etc.); and such other use of the Buyer's information as is consistent with the services provided by the Brokerage in connection with the purchase or prospective purchase of the property.

The Buyer agrees that the sale and related information regarding any property purchased by the Buyer through the Brokerage may be retained and disclosed by the Brokerage and/or real estate board(s) (if the property is an MLS® Listing) for reporting, appraisal and statistical purposes and for such other use of the information as the Brokerage and/or board deems appropriate in connection with the listing, marketing and selling of real estate, including conducting comparative market analyses.

8. CONFLICT OR DISCREPANCY: If there are other schedules (additional information) added to this Agreement by the parties involved that contain something specific that contradicts what is in the text of the Form, the information on the attachment supersedes what is on the Form.

8. CONFLICT OR DISCREPANCY: If there is any 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. This Agreement, including any provisions added to this Agreement, shall constitute the entire Agreement between the Buyer and the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.

9. ELECTRONIC COMMUNICATION: This Agreement, if necessary, may be sent via electronic means and still be binding on all parties.

9. ELECTRONIC COMMUNICATION: This Buyer Customer Service Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Buyer by electronic means shall be deemed to confirm the Buyer has retained a true copy of the Agreement.

INITIALS OF BROKERAGE:

INITIALS OF BUYER(S):



This section states that the company providing customer service to the Buyer, will assist the Buyer in locating a property of a general description as indicated above and endeavor to obtain an Offer for the Buyer.

THE BROKERAGE AGREES TO ASSIST THE BUYER IN LOCATING A REAL PROPERTY OF THE GENERAL DESCRIPTION INDICATED ABOVE AND TO PROVIDE CUSTOMER SERVICE TO THE BUYER IN AN ENDEAVOUR TO PROCURE THE ACCEPTANCE OF AN AGREEMENT TO PURCHASE OR LEASE A PROPERTY ACCEPTABLE TO THE BUYER.

..... DATE.....
(Authorized to bind the Brokerage) (Name of Person Signing)

THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME AND I ACKNOWLEDGE THIS DATE I HAVE SIGNED UNDER SEAL.
Any representations contained herein are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

..... DATE.....
(Signature of Buyer) (Seal)

..... DATE.....
(Signature of Buyer) (Seal)

Address.....

(.....)..... (.....)
Tel. No. FAX No.

DECLARATION OF INSURANCE

The broker/salesperson.....
(Name of Broker/Salesperson)
hereby declares that he/she is insured as required by the Real Estate and Business Brokers Act (REBBA) and Regulations.
.....
(Signature(s) of Broker/Salesperson)

ACKNOWLEDGEMENT

The Buyer(s) hereby acknowledge that the Buyer(s) fully understand the terms of this Agreement and have received a true copy of this Agreement on the day of, 20

..... Date:.....
(Signature of Buyer)

..... Date:.....
(Signature of Buyer)