

# CUSTOMER STATUS ACKNOWLEDGEMENT FOR BUYER(S)

This form was developed by the Real Estate Council of Alberta for use in residential real estate.

**BUYER:**

and

**SELLER'S BROKERAGE:**

Name \_\_\_\_\_ Brokerage Name \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_ Address \_\_\_\_\_  
 \_\_\_\_\_ (postal code) \_\_\_\_\_ (postal code)  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_ Email: \_\_\_\_\_

The Buyer requests the Brokerage, which acts as the agent of the Seller, to assist the Buyer in purchasing the Seller's property known as:  
 \_\_\_\_\_  
 \_\_\_\_\_ on the following terms:

## 1. THIS IS NOT A CONTRACT

1.1 The Buyer understands the Buyer is not a client of the Brokerage and this is not a contract or service agreement.

## 2. NO FEE TO BROKERAGE

2.1 The Buyer is not liable to pay the Brokerage any remuneration for any information or services that may be provided to the Buyer by the Brokerage.

## 3. NO AGENCY REPRESENTATION

3.1 The Buyer has read this Acknowledgement and the *Agency Relationships Guide* published by the Real Estate Council of Alberta, and has been given the opportunity to request further information and independent advice concerning this Acknowledgement and the representation relationships described in the *Agency Relationships Guide*, and the Buyer:

- (a) has chosen to forgo any agency representation, together with its advantages, protection and services;
- (b) understands the Brokerage does not owe the Buyer any agency obligations and, in particular, any fiduciary obligations; and,
- (c) understands the Brokerage will not provide the Buyer with any services that require the exercise of discretion or judgment, or the giving of confidential advice, or the Brokerage advocating on behalf of the Buyer.

## 4. BROKERAGE IS AGENT OF SELLER

4.1 The Brokerage is the agent of the Seller in whose property the Buyer is interested and, as agent, the Brokerage is obligated:

- (a) to be loyal to the Seller and always act in the best interests of the Seller;
- (b) not to provide information or advice to the Buyer that is not in the interests of the Seller; and,

- (c) to communicate to the Seller all information, whether or not of a confidential nature, that it receives from the Buyer, except for confidential information acquired in a prior agency relationship with the Buyer.

## 5. GENERAL OBLIGATIONS

- 5.1 The Brokerage's obligations to the Buyer are limited to:
- (a) exercising reasonable care and skill in relation to the activities outlined in clause 6;
  - (b) not negligently or knowingly providing the customer with false or misleading information;
  - (c) holding all monies received in respect of the transaction in trust in accordance with the provisions of the *Real Estate Act*; and,
  - (d) complying with the provisions of the *Real Estate Act* and its regulations, and the rules and bylaws of the Real Estate Council of Alberta.

## 6. SERVICES BROKERAGE MAY PROVIDE

- 6.1 The Brokerage, at its sole discretion, may provide the following information or services to the Buyer:
- (a) real estate statistics and information on property including comparable property information available through listing services or other local databases;
  - (b) standard form agreements of purchase and sale and other relevant form documents and act as scribe in their preparation in accordance with the instructions of the Buyer;
  - (c) the names of real estate service providers, but the Brokerage will not recommend any particular service provider to the Buyer;
  - (d) present, in a timely manner, all offers and counter-offers to and from the Buyer regardless of whether the property is already the subject of a contract;

- (e) convey to the Seller in a timely manner, all information that the Buyer wishes to have communicated to the Seller; and,
- (f) keep the Buyer informed regarding the progress of the transaction.

**7. USE AND DISTRIBUTION OF INFORMATION**

7.1 The Brokerage may use, disclose and retain personal information provided by the Buyer for purposes relating to such services as are provided by the Brokerage to the Buyer, including:

- (a) disclosing information to the Seller and, as needed, to third parties retained by the Buyer to assist in the transaction; Buyer's initials
- (b) providing the sale and other related information regarding any property purchased by the Buyer to the listing service (if the property purchased was listed on such a service) for reporting, appraisal and statistical purposes. Buyer's initials

**8. APPLICABLE LAW**

8.1 This Agreement will be governed by the laws of the Province of Alberta and the Seller and the Brokerage will submit to the jurisdiction of any disputes that may arise out of this Agreement.

**9. BUYER ACKNOWLEDGEMENT**

9.1 The Buyer agrees this document accurately sets out the terms of the customer relationship between the Buyer and the Brokerage.

**SIGNED AND DELIVERED**

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature of Buyer \_\_\_\_\_

Print Name of Buyer \_\_\_\_\_

Signature of Witness \_\_\_\_\_

Print Name of Witness \_\_\_\_\_

Signature of Buyer \_\_\_\_\_

Print Name of Buyer \_\_\_\_\_

Signature of Witness \_\_\_\_\_

Print Name of Witness \_\_\_\_\_

Signature of Brokerage Representative \_\_\_\_\_

Print Name \_\_\_\_\_

Signature of Witness \_\_\_\_\_

Print Name of Witness \_\_\_\_\_