



BUYER/CUSTOMER STATUS ACKNOWLEDGEMENT



[No agency between Buyer and Seller's Brokerage]

Approved by the Nova Scotia Real Estate Commission
For Use by Industry Members Under the Nova Scotia Real Estate Trading Act

This Buyer/Customer Status Acknowledgement (this Acknowledgement) is Between:

The Buyer:

and

The Brokerage:

Name _____

Brokerage Name MacKay Real Estate Ltd.

Name _____

Address _____

Address 382 Main Street

_____ (postal code)

Wolfville B4P 1C9 (postal code)

Phone _____ Fax _____

Phone (902) 542-5781 Fax (902) 542-5554

Email _____

Email _____

The Buyer requests the Brokerage, which acts as the agent of the seller (the Client), to provide facilitation services to assist the Buyer in purchasing the Client's property known as: _____

_____ on the following terms:

1. No Agency Representation

The Buyer has received and read both this Acknowledgement and the "Working With A Real Estate Agent" brochure and has been given the opportunity to request further information and independent advice concerning this Acknowledgement and the representation relationships described in the "Working With A Real Estate Agent" brochure and the Buyer:

- (i) has chosen to forgo any agency representation, together with its advantages, protection and services;
- (ii) understands that the Brokerage does not owe the Buyer any agency obligations and, in particular, any fiduciary obligations; and
- (iii) understands that 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.

- (iv) conveying to the Client in a timely manner all information that the Buyer wishes to have communicated to the Client;
- (v) keeping the Buyer informed regarding the progress of the transaction;
- (vi) holding all monies received with respect to a transaction in trust in accordance with the provisions of the Real Estate Trading Act;
- (vii) complying with the provisions of the Real Estate Trading Act and its regulations, and the By-Law of the Nova Scotia Real Estate Commission.

2. Brokerage is Agent of Client

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

- (i) to always act in the best interests of the Client;
- (ii) not to provide information or advice to the Buyer that is not in the interests of the Client;
- (iii) to communicate to the Client 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.

4. Services Provided to Buyer

The Brokerage may offer the Buyer the following services:

- (i) provide real estate statistics and information on property including comparable property information available through listing services or other local databases;
- (ii) provide 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;
- (iii) provide the names of relevant real estate service providers, but the Brokerage will not recommend any particular service providers to the Buyer.

3. General Obligations to Buyer

The Brokerage's obligations to the Buyer are limited to:

- (i) exercising reasonable care and skill in the provision of such facilitation services as may be provided under clause 4;
- (ii) not negligently or knowingly providing false or misleading information;
- (iii) presenting, 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;

5. No Liability for Remuneration

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

6. Use and Distribution of Information

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:

- (i) disclosing information to the Client and, as needed, to third parties retained by the Buyer to assist in the transaction;
- (ii) 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.

7. Applicable Law

This Acknowledgement will be governed by the laws of the Province of Nova Scotia and the Buyer and the Brokerage will submit to the jurisdiction of the Courts of the Province of Nova Scotia for the resolution of any disputes that may arise out of this Acknowledgement.

8. This Agreement:

- (i) No amendment to the terms of this Agreement shall be effective unless it is in writing and signed by the Buyer and the Brokerage.
- (ii) 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.
- (iii) This Agreement shall constitute the entire agreement between the Buyer and Brokerage and there are no representations, warranties, collateral agreements or conditions, which affect this Agreement other than as expressed herein.
- (iv) This Agreement shall be read with all changes of number required by the context.

9. Buyer Acknowledgement

The Buyer acknowledges that:

- (i) the provision of the services listed in clause 4 by the Brokerage does not create an agency relationship between the Buyer and the Brokerage;
- (ii) the Buyer has been given the opportunity to request further information and independent advice concerning this Acknowledgment and customer status and the representation relationships described in the Working With A Real Estate Agent brochure;
- (iii) this Acknowledgement accurately sets out the terms of the relationship between the Buyer and the Brokerage;
- (iv) the Buyer has received a true copy of this Acknowledgement.
- (v) This Agreement shall constitute the entire agreement between the Buyer and Brokerage and there are no representations, warranties, collateral agreements or conditions, which affect this Agreement other than as expressed herein.
- (vi) This Agreement shall be read with all changes of number required by the context.

SIGNED AND DELIVERED

this ____ day of _____, 20 ____.

Signature of Buyer _____

Printed Name _____

Signature of Witness _____

Signature of Buyer _____

Printed Name _____

Signature of Witness _____

Signature of Brokerage Representative _____

Printed Name ALLEN CHASE

Signature of Witness _____