

BUYER DESIGNATED BROKERAGE 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 Buyer Designated Brokerage Agreement (this Agreement) is between:

The Buyer:

and

The Brokerage:

Name: _____

Brokerage Name: _____

Name: _____

Address: _____

Address: _____

CITY _____ POSTAL CODE _____

CITY _____ POSTAL CODE _____

Phone: _____

Phone: _____

Email: _____

Email: _____

THE BUYER AND THE BROKERAGE AGREE that the Brokerage will assist the Buyer to purchase a property in the geographic area(s) described as:

and that the Brokerage will have the exclusive right to act on behalf of the Buyer on the following terms:

1. Appointment of Designated Agent

1.1. This Agreement is entered into by the Buyer and the Brokerage on the basis of the following facts:

- a) Designated Agency means the contract is with the Brokerage and agency representation is with the Designated Agent; and
- b) the Brokerage is prepared to designate a separate agent to act as the sole agent, and in the interests, of the Buyer. The Brokerage may also designate separate agents for any seller(s) with a property also represented by the Brokerage.

1.2. The Brokerage designates:

See Addendum (if applicable) as the Designated Agent to serve as sole agent for the Buyer, subject to clause 8.

1.3. If for any reason, the Designated Agent ceases to be licensed with the Brokerage, the Brokerage will designate another member of the Brokerage to serve as the sole agent for the Buyer by amendment.

2. Brokerage's Obligations

2.1 The Buyer agrees that the Brokerage's responsibilities will be limited to:

- a) treating the interests of both the Buyer and the Seller(s) represented by the Designated Agent in an even-handed, objective and impartial manner;
- b) ensuring compliance of all relevant provisions of the Brokerage's policies and procedures, the *Nova Scotia Real Estate Trading Act*, its Regulations and the NSREC Bylaw by the Designated Agent, the Brokerage and the Brokerage's support staff; and
- c) holding all monies received by the Brokerage in trust in accordance with the provisions of the *Nova Scotia Real Estate Trading Act*.

2.2 The Brokerage and the Designated Agent undertake that they will not:

- a) use confidential information received from the Buyer, or obtained as a result of providing services under this Agreement, for their own gain or the gain of its employees or to the prejudice of the Buyer's interests; or
- b) disclose any confidential information concerning the Buyer to any other person unless:
 - i) authorized by the Buyer; or
 - ii) required by law.

3. Effective Dates

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. Designated Agent's Obligations

4.1. The Designated Agent will:

- a) use their best efforts in locating a property in the specified geographic area(s) that meets the material requirements identified by the Buyer and to promote the interests of the Buyer;
- b) subject to clause 8, act only as the Buyer's agent;
- c) obey all lawful instructions of the Buyer;
- d) fulfill its fiduciary obligations of loyalty, confidentiality and of full disclosure of all conflicts of interest;
- e) exercise reasonable care and skill in the performance of this Agreement;
- f) use their best efforts to discover and disclose to the Buyer all relevant facts pertaining to any property for which the Buyer is considering making an offer;
- g) advise the Buyer to obtain expert advice when necessary;
- h) assist the Buyer in negotiating favourable terms and conditions with a seller and in preparing and complying with a legally binding Agreement of Purchase and Sale for the Property;
- i) present all offers and counter-offers promptly to and from the Buyer, even when the Property is already subject to an Agreement of Purchase and Sale; and
- j) keep the Buyer fully informed regarding the transaction.

BUYER'S INITIALS: _____ / _____

5. Buyer's Obligations

- 5.1. The Buyer warrants that the Buyer:
 - a) is not currently represented by and will not enter into any other Buyer Brokerage Agreement/Buyer Designated Brokerage Agreement with another brokerage during the term of this Agreement with respect to the same geographic area(s);
 - b) will make reasonable efforts to communicate and cooperate with the Designated Agent in a timely manner;
 - c) has disclosed to the Designated Agent all of the material requirements that the Buyer is seeking in a property and will immediately advise the Designated Agent of any material change in the information provided; and
 - d) agrees to be bound by offers and counter offers and related documentation that may be transmitted electronically and that reproductions of the signatures therein will be treated as originals.
- 5.2. **Referral of Inquiries:** The Buyer will immediately advise the Designated Agent during the term of this Agreement:
 - a) of all properties within the geographic area(s) in which the Buyer is interested; and
 - b) of all inquiries by, and all offers to sell from, interested sellers or their representatives.
- 5.3. **Indemnification:** The Buyer will hold harmless the Brokerage, the Designated Agent and any co-operating brokerage for any claims that may arise from their reasonable and good faith reliance on representations made and information provided by the Buyer.
- 5.4. **Buyer Covenants:** The Buyer agrees that:
 - a) the Designated Agent may represent other buyers and, subject to clause 8, sellers;
 - b) the Brokerage and the Designated Agent cannot disclose to the Buyer confidential information obtained through any other agency relationship to which the Brokerage or the Designated Agent is or was a party;
 - c) the Brokerage or the Designated Agent will not be obligated to seek additional properties to purchase while the Buyer is party to an Agreement of Purchase and Sale once the conditions unrelated to title have been met; and
 - d) the Brokerage may share the contents of the transaction file within the Brokerage for administrative purposes.

6. Brokerage's Remuneration

6.1. **Source of Remuneration:** The Buyer and the Brokerage agree that the Brokerage is to be paid remuneration of

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

which shall be paid as follows:

- a) by the Seller or the Seller's Brokerage in accordance with the agreement between the Seller and/or the Seller's Brokerage;
- b) if the amount offered by the Seller or the Seller's Brokerage is less than the minimum agreed remuneration, the Buyer may be required to pay the difference to the Brokerage, to be negotiated for that specific property;
- c) if the amount offered by the Seller or the Seller's brokerage is more than the maximum agreed remuneration, the Brokerage will retain the excess amount; and
- d) the Brokerage will provide written notification to the Buyer of the remuneration being offered by the Seller or the Seller's brokerage prior to drafting an offer to purchase **OR** upon any subsequent change to the remuneration.

- 6.2. **Payment of Remuneration:** The Brokerage's remuneration will be paid per 6.1 on the closing date, if during the term of this Agreement, a legally enforceable Agreement of Purchase and Sale, from whatever source obtained, is entered into between the Buyer and a seller (other than a seller who has been specifically excluded in writing from this Agreement) **AND** the purchase is completed **OR** the Buyer, without legal justification, fails to complete the purchase.
- 6.3. If this Agreement expires or is terminated without a legally enforceable Agreement of Purchase and Sale, the Buyer may obtain representation with another brokerage and not be liable for remuneration payable under this Agreement.
- 6.4. **Limitation on other Remuneration:** The Brokerage agrees not to accept any other remuneration, whatever its form (including finder's fee, referral fee or gift) and from whatever source (including the Seller, a mortgage lender, another brokerage or contractor), directly or indirectly related to their agency under this Agreement, unless, before accepting such remuneration, the Brokerage and Designated Agent have:
 - a) fully disclosed, in writing, to the Buyer all relevant facts relating to the offer of remuneration including the maximum amount to be received; and
 - b) obtained the Buyer's written consent for the Brokerage or Designated Agent receiving such remuneration.

7. Use and Distribution of Information

- 7.1. The Buyer consents to the collection, use and disclosure of their personal information by the Brokerage and the Designated Agent related to the Agreement of Purchase and Sale including, but not limited to:
 - a) providing to present and past customers and clients marketing materials, newsletters and other information that the Brokerage believes may be of interest to them;
 - b) their name being made available to Seller(s) to be used to complete the Seller Customer Acknowledgement and Fee Agreement if clause 6.1(a) is applicable; and
 - c) disclosing all or some of it to government departments, appraisers, municipal organizations and others.
- 7.2. The Buyer consents to placement of the purchase information by the Brokerage and the Designated Agent into the database of the appropriate MLS® and acknowledges that the database of the MLS® is the property of the NSAR and can be licensed, resold or otherwise dealt with as they see fit. The Buyer further acknowledges that the MLS® may, in accordance with regional MLS® rules, publish the purchase price of the Property.

8. Change in Representative Capacity of the Designated Agent

- 8.1. If the Designated Agent has a Seller client and the Buyer wants to view that Seller's property, the Designated Agent will:
 - a) disclose this fact to both the Buyer and the Seller;
 - b) unless instructed otherwise by the Seller, facilitate the viewing of the Property by the Buyer and make available the marketing information to all potential buyers; however, the mere viewing of a property will not mean the Buyer is interested in a property for the purposes of clause 8.2 and therefore would not create a conflict of interest between the parties; and
 - c) proceed in accordance with clause 8.2 should the Buyer express interest in the Seller's property.
- 8.2. If the Designated Agent is the agent of a Seller client and a Buyer client becomes interested in purchasing the Seller's Property, the Designated Agent will:
 - a) immediately advise the Buyer and the Seller of the implications of concurrent representation as specified in clause 8.2(c);
 - b) give the Buyer and the Seller an opportunity to seek independent advice; and

