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Buyer Customer Service Agreement - Commercial

For Use When the Buyer is Not Represented By the Brokerage

Form 545

for use in the Province of Ontario

GENERAL USE: This Form is a contract between a Buyer and a real estate company that gives the real estate company permission to act on the Buyer's behalf in the purchase of a property. The Buyer is a Customer of the real estate company, the Real Estate Business Brokers Act, Code of Ethics requires that Salespeople have a written Agreement presented for signature prior to an offer being presented on behalf of the Buyer.

TYPE OF AGREEMENT: This is a non-exclusive agreement, the Buyer is able to sign with other Brokerages.

This Is A Non-Exclusive Buyer Customer Service Agreement

IDENTIFICATION OF PARTIES AND PROPERTY: The section at the top identifies the parties involved in the Agreement.

BETWEEN:

BROKERAGE: (the "Brokerage"),

ADDRESS:

..... Tel. No. Fax. No.

AND

BUYER: (the "Buyer"),

ADDRESS:

AGREEMENT TERMS AND TIME FRAME: The Buyer agrees to the terms of this agreement in return for the work that the Brokerage and Salesperson is to provide. The Agreement also sets the time frame for which the contract is valid. The REBBA, 2002, Code of Ethics requires the Buyer's initials on this Form if the Agreement period extends beyond six months.

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

This non-exclusive Buyer Customer Service Agreement:

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

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, 2002, (REBBA), if the time period for this Agreement exceeds six months, the Brokerage must obtain the Buyer's initials.

.....
(Buyer's Initials)

GEOGRAPHIC LOCATION AND PROPERTY TYPE: This is the area within which the Buyer and real estate company agree that the Buyer is interested in buying or leasing a property as described.

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

Property Type (Use):

Geographic Location:

WARRANTY: The Buyer is warranting that the Buyer has not entered into any buyer representation agreement with another brokerage to purchase a property similar to the one described above.

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

.....
(Buyer's Initials)

1. DEFINITIONS AND INTERPRETATIONS: The following section sets out definitions for who will be Buyer and Seller in the rest of the document.

1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Agreement ("Authority" or "Agreement"):

"Buyer" includes purchaser and a "seller" includes a vendor or a prospective seller, vendor. A "real property" includes real estate as defined in the Real Estate and Business Brokers Act (2002). 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. A "real estate board" includes a real estate association. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context.

2. COMMISSION: The following paragraph states that there is no requirement for the Buyer to 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.

INITIALS OF BROKERAGE:

INITIALS OF BUYER(S):

3. **REPRESENTATION:** *This paragraph confirms that the real estate company and the salesperson have explained the different types of agency and other relationships that may occur in a real estate transaction. Further it goes on to outline what the Buyer is to going to get as far as customer service is concerned.*

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 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 and representatives of 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 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. **ENVIRONMENTAL INDEMNIFICATION:** *The Buyer agrees to indemnify the Brokerage and its representatives with respect to any issues resulting from any contaminants or environmental problems.*

5. **ENVIRONMENTAL INDEMNIFICATION:** The Buyer agrees to indemnify and save harmless the Brokerage and representatives of the Brokerage from any liability, claim, loss, cost, damage or injury as a result of any property of interest to the Buyer being affected by any contaminants or environmental problems.

6. **FINDERS FEE:** *This clause provides consent in the event the Brokerage or salesperson receives a finder's fee or other reward as part of the transaction. This fee may come from a mortgage company. It should be noted that specific consent will be required when it actually happens.*

6. **FINDERS FEES:** 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.

7. **CONSUMER REPORTS:** *The Buyer acknowledges that credit checks and personal information may be referred to in the process of purchasing a property.*

7. **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 transaction.**

8. **USE AND DISTRIBUTION OF INFORMATION:** *In order to ensure compliance with privacy laws the Buyer consents to use and disclosure of personal information for such purposes as may be necessary in order to give effect to provisions of this Agreement. Further the information that comes as a result of a lease transaction may be retained by the Brokerage and the real estate board for future reference.*

8. **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.

The Buyer acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

INITIALS OF BROKERAGE:

INITIALS OF BUYER(S):

9. **CONFLICT OR DISCREPANCY:** *If something is added to the Agreement (usually in a Schedule) then the provision(s) that were added override the text (preset) provisions in the form.*
9. **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.
10. **SUCCESSORS AND ASSIGNS:** *In the event one of the parties dies before completion of this Agreement their heirs and executors are bound by the Agreement.*
10. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
11. **ELECTRONIC COMMUNICATION:** *This Agreement, if necessary, may be sent via electronic means and still be binding on all parties.*
11. **ELECTRONIC COMMUNICATION:** This 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.
12. **ELECTRONIC SIGNATURES:** *This clause provides consent if the parties use electronic signatures with respect to this Agreement.*
12. **ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act, 2000, S.O. 2000, c17* as amended from time to time.
13. **SCHEDULE(S):** *If additional terms or a specific form or document is added to the form then it is referred to here.*
13. **SCHEDULE(S):** attached hereto form(s) part of this Agreement.

BROKERAGE SERVICES: *The Brokerage is only providing Customer Service to the Buyer, the Buyer is therefore, not a client. The Brokerage will assist the Buyer in locating a property with a general description as indicated above and endeavour to obtain the acceptance of 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 A PROPERTY ACCEPTABLE TO THE BUYER.

BINDING THE BROKERAGE: *The Salesperson signs this on behalf of the Brokerage.*

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

BUYER ACKNOWLEDGEMENT: *The Buyer acknowledges having read and understood the terms of this Agreement.*

THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME, I ACCEPT THE TERMS OF THIS AGREEMENT AND I ACKNOWLEDGE ON THIS DATE I HAVE SIGNED UNDER SEAL. Any representations contained herein or as shown on the accompanying data form respecting the Property are true to the best of my knowledge, information and belief.

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

..... (Name of Buyer)

..... (Signature of Buyer/Authorized Signing Officer) (Seal) (Date) (Tel. No.)

..... (Signature of Buyer/Authorized Signing Officer) (Seal) (Date) (Tel. No.)

DECLARATION OF INSURANCE: *The Declaration of Insurance is signed by the Salesperson/Broker stating that they carry insurance as required by the Real Estate and Business Brokers Act.*

DECLARATION OF INSURANCE	
The Salesperson/Broker/Broker of Record (Name of Salesperson/Broker/Broker of Record)
hereby declares that he/she is insured as required by REBBA.	
..... (Signature(s) of Salesperson/Broker/Broker of Record)	

ACKNOWLEDGMENT OF COPY: *The Buyer acknowledges that they understand the terms of the Agreement and that they have received a copy of the document.*

ACKNOWLEDGEMENT

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

..... (Signature of Buyer/Authorized Signing Officer) (Date)

..... (Signature of Buyer/Authorized Signing Officer) (Date)