

INFORMATION SHEET FOR SELLER BROKERAGE AGREEMENT

Several small changes have been made to the Seller Brokerage Agreement that may require some further explanation for licensees. If you have further questions about this updated form, please feel free to contact the Compliance Team at 902-468-3511 x303 or 1-800-390-1015 x303.

#1: Preamble – *Plus other relevant taxes*

THE SELLER AND THE BROKERAGE AGREE that the Brokerage will list the Seller's property (the Property) known as:

PID(s)/Serial#:

and the Seller gives the Brokerage the exclusive right to offer for sale the Property for the price of:

Dollars (\$ _____) **plus other relevant taxes**

and upon the terms, if any, set out in the Schedule hereto, or at such other price and terms acceptable to the Seller, and on the following terms:

This text is intended to prompt the licensee to refer to Clause 5 of this agreement ("*Harmonized Sales Tax (HST)*") to identify whether the proposed transaction is subject to HST.

#2: Clause 2 – *Type of Listing*

2. Type of Listing

Seller(s) initials

- a) To list the Property with the Multiple Listing Service (MLS®) of the association/board and to distribute the information to its members;
- OR**
- b) The Seller hereby requests an exclusive listing and instructs the Brokerage to ___ cooperate OR ___ not cooperate with all other brokerages in the marketing of the Property. The Seller acknowledges that should "not cooperate" be selected, the brokerage(s) excluded will not be able to show or market the Seller's Property and the Seller may lose opportunities to sell the Property.

Should the seller request to delay a MLS® listing for a period of time, indicate in Clause 14 ("*Additional Provisions*") that Clause 2(b) is in effect from the date the agreement is signed until a specific, indicated date, wherein Clause 2(b) will expire and Clause 2(a) will then take effect.

#3: Clause 3.1 – *In Writing*

- e) the Seller has disclosed to the Brokerage **in writing** all material latent defects affecting the Property known to the Seller;

In writing means; as a signed addendum to the agreement or in another acceptable signed format and maintained in the brokerage transaction file. This could be via electronic signature, though email and text messages are not an acceptable formats as no signatures exist.

#4: Clause 8.1(a) – Retaining and Disclosing listing/sales information

8. Use and Distribution of Information

8.1 The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of this Agreement and such other use as is consistent with listing and marketing of the Property including, but not limited to:

- a) retaining and disclosing any listing and sales information, including price, which may be used by the Brokerage for any purpose relating to its business;

Note that this does not allow the brokerage to use this information for advertising purposes following the expiration of the agreement.

#5: Clause 15(a) – Property Disclosure Statement

15. This Agreement:

- a) This Agreement includes, if signed by the Seller and attached to this Agreement, the following documents:
 - Listing Addendum
 - Property Disclosure Statement
 - Schedule of Leased/Rented Equipment
 - Brokerage Addendum

Formerly the *Property Condition Disclosure Statement*.

#6: Clause 15(a) – Schedule of Leased/ Rented Equipment

15. This Agreement:

- a) This Agreement includes, if signed by the Seller and attached to this Agreement, the following documents:
 - Listing Addendum
 - Property Disclosure Statement
 - Schedule of Leased/Rented Equipment
 - Brokerage Addendum

Formerly page four of the *Property Condition Disclosure Statement*.

#5: Clause 16 – Brokerage Representative

Signature of Brokerage Representative _____

This signature can be of any licensed employee of the brokerage who is authorized by the broker to enter into contract on behalf of the brokerage.